

City of Cody City Council

AGENDA - Revised

Tuesday, January 4, 2022 – 7:00 p.m. (Pre-Meeting to begin at 6:45 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 Councilmember or member of the public requests that an individual item be taken up under Conduct of Business.

- a. Approval of Minutes: Regular Minutes from December 21, 2021.
- b. Approve Vouchers and payroll in the amount of \$540,953.20.
- c. Consider approval of the Official Community Appointments for 2020: Municipal Court Judge, Thomas Keegan; Fire Marshall, Sam Wilde; and Fire Chief, Shane Spradlin.
- d. Declare the Cody Enterprise as the City's Official publication per §15-1-110.
- e. Designate First Bank of Wyoming, US Bank, Pinnacle Bank, Wells Fargo & Big Horn Federal as the official depositories for the City of Cody for the calendar year 2022.
- f. Authorize the Mayor to enter into and sign a Professional Services Agreement between the City of Cody and Engineering associates relating to the design for the Cody Auditorium – Fire Suppression Project.

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

3. Public Hearing

4. Conduct of Business

- a. Sign Conflict of Interest disclosure of financial interest in depositories or firms where the City of Cody funds are invested, pursuant to §6-5-118(a) by the Mayor, Council Members, City Administrator and Administrative Services Officer.

Staff Reference: Cindy Baker, Administrative Services Officer

- b. Approve the Final Plat and Construction Plans for the Mountain View 29 Subdivision, a 15-lot subdivision, subject to conditions of approval.

Staff Reference: Todd Stowell, City Planner

- c. Ordinance 2021-08 – Third and Final Reading, as amended on 2nd Reading
An Ordinance to Rezoning Properties in the Bakken Subdivision
(including Subdivision of Lot 16) from Medium-High Density Residential
(R-3) to Medium-Low Density Residential (R-2).

Staff Reference: Todd Stowell, City Planner

5. Tabled Items

- a. Consider approving the Final Plat of the Musser-Beacon Hill Commercial Subdivision.

6. Matters from Staff Members

7. Matters from Council Members

8. Adjournment

Upcoming Meetings:

January 11, 2022 – Tuesday – Work Session 5:30 p.m. -

January 18, 2022 – Tuesday – Regular Council Meeting 7:00 p.m.

January 25, 2022 – Tuesday – Council Leadership Summit – 5:30 p.m.

February 1, 2022 – Tuesday - Regular Council Meeting 7:00 p.m.

City of Cody
Council Proceedings
Tuesday, December 21, 2021

A regular meeting of the Cody City Council was held in the Council Chambers at City Hall in Cody, Wyoming on Tuesday, December 21, 2021 at 7:00 p.m.

Present: Mayor Matt Hall, Council Members Andrew Quick, Justin Baily, Jerry Fritz, Emily Swett, Heidi Rasmussen and Diane Ballard, 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.

Council Member Ballard made a motion seconded by Council Member Baily to reorder item “e” and “f” on the conduct of Business. Vote was unanimous.

Council Member Ballard made a motion seconded by Council Member Swett to approve the Consent Calendar as amended to approve Consent Calendar included minutes from Regular Minutes from December 7, 2021 and Special Work Session Minutes from December 14, 2021; approve Vouchers and payroll in the amount of \$1,610,324.19, acknowledge Conflict of Interest and Consent to Representation; approve an agreement between the City of Cody and the City of Powell for Inspection Services for Electrical Inspections within the municipality of Cody; and appoint Council Member Rasmussen to the Yellowstone Regional Airport Board for a three-year term Ending December 31, 2024. Vote was unanimous.

At 7:02 p.m. the Mayor entered into a public hearing to determine if it is the public’s interest to consider a request from Big Sky Partners, LLC dba Geysers on the Terrace to transfer the Retail Liquor License currently held by Roadgrill LLC located at 525 W Yellowstone. After calling for comments three times and there being none, the Mayor closed the public hearing at 7:05 p.m.

Council Member Rasmussen made a motion seconded by Council Member Baily to approve the request from Big Sky Partners, LLC dba Geysers on the Terrace to transfer the Retail Liquor License currently held by Roadgrill LLC located at 525 W Yellowstone. Request includes restriction to be removed allowing both on and off premise sales. Transfer contingent upon notification/confirmation of sale of property. Vote was unanimous.

Council Member Rasmussen made a motion seconded by Council Member Quick to appoint David Schlosser (Licensed Plumber) and Jake Schrickling (Licensed General Contractor) to the Contractors Board for a three-year term ending December 31, 2024. Vote was unanimous.

Council Member Swett made a motion seconded by Council Member Baily to appoint Dawn Davis, Marty Coe, Bernie Butler, Leda Pojman, and Louis Caserta to the Cody Tree Board for a two-year term ending December 31, 2023. Vote was unanimous.

Council Member Ballard made a motion seconded by Council Member Quick to appoint Carson Rowley, Ian Morrison and Andrew Murray to the Planning and Zoning Board for a three-year term ending December 31, 2024, as well as, Mathew Moss for a one-year term ending December 31, 2022. Vote was unanimous.

Ordinance 2021-08 – Second Reading as Amended

An Ordinance Rezoning Portions of the Bakken Subdivision located within the City of Cody, Park County, Wyoming to Medium -Low Density Residential (R-2). Council Member Fritz made a motion seconded by Council Member Baily to amend Ordinance 2021-08 to excluding the three lots on the southwest corner. Vote was unanimous. Council Member Fritz made a motion second by Council Member Quick to approve Ordinance 2021-08 on Second Reading as amended. Vote was unanimous.

Council Member Fritz made a motion seconded by Council Member Swett to table the Final Plat of the Musser-Beacon Hill Commercial Subdivision. Vote was unanimous.

Ordinance 2021-07 – Third and Final Reading

An Ordinance Amending Title 8, Chapter 2 of the City of Cody Municipal Code to Modify and Set Treated Water and Raw Water Service Fees and Rates and make Minor Updates and Modifications to the Code. Council Member Rasmussen made a motion seconded by Council Member Quick to approve Ordinance 2021-07 on Third and Final Reading. Vote was unanimous.

Mayor Hall adjourned the meeting at 9: 07 p.m.

Mayor, Matt Hall

Cindy Baker, Administrative Services Officer

Report Criteria:

Invoice.Detail.Input date = 12/28/2021

Invoice.Batch = {NOT LIKE} "1"

Secondary Name	Invoice	Description	Invoice Date	Total Cost
AMERICAN FAMILY LIFE ASSUR (550)				
	122221	AFLAC PREMIUM	12/22/2021	2,214.67
Total :				2,214.67
Total AMERICAN FAMILY LIFE ASSUR (550):				2,214.67
BASIN MUNICIPAL COURT (132868)				
	12.21.010	PAYMENT 12.21.010 CHRISTINA PACE	12/13/2021	184.00
Total :				184.00
Total BASIN MUNICIPAL COURT (132868):				184.00
BORDER STATES INDUSTRIES, INC (1420)				
	923353987	600AMP SWITCHES	12/09/2021	2,658.69
	923353988	METER RINGS	12/09/2021	1,056.00
Total :				3,714.69
Total BORDER STATES INDUSTRIES, INC (1420):				3,714.69
CENTURY LINK (10091)				
	121921	UTILITIES - CENTURY LINK	12/19/2021	44.34
Total :				44.34
Total CENTURY LINK (10091):				44.34
DANA KEPNER COMPANY (3410)				
	2233081-01	3" CHAMBER AND REGISTER	12/14/2021	1,306.00
	2233363-00	TWO 2" METERS	12/10/2021	2,870.68
Total :				4,176.68
Total DANA KEPNER COMPANY (3410):				4,176.68
DEARBORN LIFE INSURANCE COMPANY (131563)				
	01012022	INSURANCE jan 2022	12/10/2021	352.62
Total :				352.62
Total DEARBORN LIFE INSURANCE COMPANY (131563):				352.62
ENERGY LABORATORIES, INC (4120)				
DEPARTMENT 6250	441814	COLIFORM TESTING	12/13/2021	110.00
DEPARTMENT 6250	443623	COLIFORM TESTING	12/20/2021	110.00
Total :				220.00
Total ENERGY LABORATORIES, INC (4120):				220.00
ENGINEERING ASSOCIATES (4140)				
	4112031	PROJECT 14111-04 WWTF PHASE 2	12/17/2021	1,868.89

Secondary Name	Invoice	Description	Invoice Date	Total Cost
	4112031	PROJECT 14111-04 WWTF PHASE 2	12/17/2021	571.05
	4112031	PROJECT 14111-04 WWTF PHASE 2	12/17/2021	155.74
	4112031	PROJECT 14111-04 WWTF PHASE 2	12/17/2021	2,595.68
	4112032	YRA TREATED W/L - CONST ADMIN	12/17/2021	1,033.50
Total :				6,224.86
Total ENGINEERING ASSOCIATES (4140):				6,224.86
ENNIST III, ROBERT F (131798)				
BIG HORN FOOD SERVICES	47320	COFFEE, FILTERS	12/16/2021	117.87
BIG HORN FOOD SERVICES	47320	COFFEE, FILTERS	12/16/2021	117.87
BIG HORN FOOD SERVICES	47320	COFFEE, FILTERS	12/16/2021	117.87
Total :				353.61
Total ENNIST III, ROBERT F (131798):				353.61
FRYE, ROY (131698)				
	121421	WITNESS FEES ERNEST OLIVER JR MC-2110-018	12/14/2021	15.00
Total :				15.00
Total FRYE, ROY (131698):				15.00
HERNANDEZ, ARAMBULA (132870)				
OR PAOLA, NANCY	14.1310.17	REFUND UTILITY DEPOSIT	12/22/2021	285.71
Total :				285.71
Total HERNANDEZ, ARAMBULA (132870):				285.71
HUBER, WESLEY L (123442)				
EAGLE OF CODY PRINTING	121521	CARDSTOCK	12/15/2021	120.00
EAGLE OF CODY PRINTING	121521	DEPOSIT SLIPS	12/15/2021	53.00
EAGLE OF CODY PRINTING	121521	DEPOSIT SLIPS	12/15/2021	53.00
Total :				226.00
Total HUBER, WESLEY L (123442):				226.00
INDUSTRIAL COMM. & ELECTRONICS (127115)				
	22991	RADIO	07/06/2021	545.65
Total :				545.65
Total INDUSTRIAL COMM. & ELECTRONICS (127115):				545.65
NCPERS GROUP LIFE INS (125412)				
C/O MEMBER BENEFITS	122221	PREMIUM	12/22/2021	432.00
Total :				432.00
Total NCPERS GROUP LIFE INS (125412):				432.00
NORTHWEST PIPE (7400)				
	7648052	BRASS PARTS FOR CRANE	12/13/2021	53.52

Secondary Name	Invoice	Description	Invoice Date	Total Cost
Total :				53.52
Total NORTHWEST PIPE (7400):				53.52
PARK COUNTY PUBLIC HEALTH (7720)				
	73	FLU SHOT	12/14/2021	25.00
Total :				25.00
Total PARK COUNTY PUBLIC HEALTH (7720):				25.00
PARK DISTRICT COURT (132610)				
	1222201	GARNISHMENT Civil #29877	12/22/2021	196.97
Total :				196.97
Total PARK DISTRICT COURT (132610):				196.97
PROVIDENT LIFE & ACCIDENT INS (128033)				
	122221	PREMIUMS	12/22/2021	23.40
Total :				23.40
Total PROVIDENT LIFE & ACCIDENT INS (128033):				23.40
ROCKY MOUNTAIN POWER (7570)				
	122021	UTILITIES - ROCKY MOUNTAIN POWER	12/20/2021	29.07
	122021	UTILITIES - ROCKY MOUNTAIN POWER	12/20/2021	242.00
Total :				271.07
Total ROCKY MOUNTAIN POWER (7570):				271.07
SABER PEST CONTROLL LLC (131183)				
	AUD158	PEST CONTROL - AUDITORIUM	12/20/2021	80.00
	CH158	PEST CONTROL - CITY HALL	12/21/2021	60.00
	REC158	PEST CONTROL - REC CENTER	12/21/2021	90.00
	REC158	PEST CONTROL - REC CENTER	12/21/2021	90.00
Total :				320.00
Total SABER PEST CONTROLL LLC (131183):				320.00
SKARSHAUG TESTING LAB (9320)				
	256477	RUBBER GOOD TESTING	12/17/2021	534.68
Total :				534.68
Total SKARSHAUG TESTING LAB (9320):				534.68
SYSTEMS GRAPHICS INC (129162)				
ADVANCED INFO SYSTEMS	15694	OUTSOURCE BILLS	12/21/2021	15.33
ADVANCED INFO SYSTEMS	15694	OUTSOURCE BILLS	12/21/2021	94.76
ADVANCED INFO SYSTEMS	15694	OUTSOURCE BILLS	12/21/2021	86.76
ADVANCED INFO SYSTEMS	15694	OUTSOURCE BILLS	12/21/2021	86.17
ADVANCED INFO SYSTEMS	15694	OUTSOURCE BILLS	12/21/2021	107.08

Secondary Name	Invoice	Description	Invoice Date	Total Cost
Total :				390.10
Total SYSTEMS GRAPHICS INC (129162):				390.10
THE OFFICE SHOP INC (7440)				
	188588	Copier Contract	12/13/2021	807.35
Total :				807.35
Total THE OFFICE SHOP INC (7440):				807.35
U S POST OFFICE (10050)				
	112021	PRE-SORT POSTAGE FEES PERMIT #33	11/20/2021	265.00
Total :				265.00
Total U S POST OFFICE (10050):				265.00
UNUM LIFE INSURANCE - LIFE (127935)				
	122221	PREMIUM	12/22/2021	951.56
Total :				951.56
Total UNUM LIFE INSURANCE - LIFE (127935):				951.56
VERMEER ROCKY MTN. INC (128111)				
	E01698	15" BRUSH CHIPPER	12/21/2021	39,905.50
	E01698	15" BRUSH CHIPPER	12/21/2021	39,905.50
Total :				79,811.00
Total VERMEER ROCKY MTN. INC (128111):				79,811.00
WELLS FARGO COMMERCIAL CARD (132565)				
	122321	1st aid cpr	12/23/2021	96.00
	122321	1st aid cpr	12/23/2021	96.00
	122321	youth swim goggles	12/23/2021	332.18
	122321	pool chemicals	12/23/2021	132.58
	122321	pool chemicals	12/23/2021	132.59
	122321	visors for lifeguards	12/23/2021	119.90
	122321	office supplies - staples, markers, div	12/23/2021	67.16
	122321	sunglasses for lifeguards	12/23/2021	167.50
	122321	lifeguard certification	12/23/2021	86.00
	122321	1st aid for yoga/ front desk employee	12/23/2021	32.00
	122321	first aid	12/23/2021	32.00
	122321	receipt paper	12/23/2021	21.98
	122321	first aid manuals	12/23/2021	592.54
Total Aquatics:				1,908.43
	122321	sanitizer for front desk	12/23/2021	99.95
	122321	cornhole tournament	12/23/2021	360.00
	122321	picture for wall of champions	12/23/2021	5.68
	122321	office supplies, kleenex	12/23/2021	24.85
	122321	volleyball prizes	12/23/2021	347.93
	122321	womens volleyball prizes	12/23/2021	31.63

Secondary Name	Invoice	Description	Invoice Date	Total Cost
Total Athletics:				870.04
	122321	kickdown and screws for doors at aud	12/23/2021	17.56
	122321	rekey locks for aud. kitchen	12/23/2021	85.00
	122321	kickdown for aud. doors	12/23/2021	17.98
	122321	led light for truck	12/23/2021	25.99
	122321	filters for shops	12/23/2021	104.79
	122321	lights for rec center	12/23/2021	22.31
	122321	credit for lights	12/23/2021	16.73-
Total City Facilities:				256.90
	122321	Computer and Software renewal License Electric Dept	12/23/2021	1,396.55
	122321	Computer and Software renewal License Waste Water Dept	12/23/2021	1,396.55
	122321	Computer and Software renewal License Water Dept	12/23/2021	1,396.55
	122321	Computer and Software renewal License Comm. Dev. GIS	12/23/2021	1,396.55
	122321	Cartridge for plotter	12/23/2021	90.00
	122321	City Hall Kitchen Remodel	12/23/2021	559.64
	122321	City Hall Kitchen Remodel	12/23/2021	158.64
	122321	ICC Residential Electric Inspector Study Guide	12/23/2021	69.00
Total Community Development:				6,463.48
	122321	CHAIN SAW FUEL	12/23/2021	61.96
	122321	TAPE	12/23/2021	139.87
	122321	WASHER FLUID	12/23/2021	7.58
	122321	CHAIN SAW CHAPS	12/23/2021	98.99
	122321	SHIPPING RUBBER GOODS	12/23/2021	418.75
	122321	GROUND RODS	12/23/2021	923.70
	122321	4/WAY INSULATED BOX WRENCH	12/23/2021	81.01
	122321	BATTERIES	12/23/2021	67.96
	122321	PAINTLAGS	12/23/2021	530.08
	122321	REFUND FOR TAX	12/23/2021	551.28-
Total Electric:				1,778.62
	122321	laptop battery	12/23/2021	73.11
	122321	3-Ring Binders	12/23/2021	30.82
	122321	PD IT vacancy ad	12/23/2021	138.00
	122321	PD IT vacancy	12/23/2021	400.00
	122321	Avery index tabs	12/23/2021	145.20
	122321	saw blade	12/23/2021	80.00
	122321	saw blade	12/23/2021	79.95
	122321	PD IT vacancy	12/23/2021	188.00
	122321	Years of Service Lunch	12/23/2021	9.23
	122321	Years of Service Lunch	12/23/2021	18.46
	122321	Years of Service Lunch	12/23/2021	3.55
	122321	Years of Service Lunch	12/23/2021	3.55
	122321	Years of Service Lunch	12/23/2021	4.97
	122321	Years of Service Lunch	12/23/2021	9.23
	122321	Years of Service Lunch	12/23/2021	7.81
	122321	Years of Service Lunch	12/23/2021	4.26
	122321	Years of Service Lunch	12/23/2021	2.13
	122321	Years of Service Lunch	12/23/2021	7.02
	122321	Years of Service Lunch	12/23/2021	2.84
	122321	Years of Service Lunch	12/23/2021	7.81
	122321	years of service recognition luncheon	12/23/2021	11.44

Secondary Name	Invoice	Description	Invoice Date	Total Cost
	122321	years of service recognition luncheon	12/23/2021	22.88
	122321	years of service recognition luncheon	12/23/2021	4.40
	122321	years of service recognition luncheon	12/23/2021	4.40
	122321	years of service recognition luncheon	12/23/2021	6.16
	122321	years of service recognition luncheon	12/23/2021	11.44
	122321	years of service recognition luncheon	12/23/2021	9.68
	122321	years of service recognition luncheon	12/23/2021	3.52
	122321	years of service recognition luncheon	12/23/2021	9.68
	122321	years of service recognition luncheon	12/23/2021	5.28
	122321	years of service recognition luncheon	12/23/2021	2.64
	122321	years of service recognition luncheon	12/23/2021	8.44
	122321	wi-fi extender	12/23/2021	39.99
	122321	Repair Parts	12/23/2021	29.32
	122321	years of service recognition luncheon	12/23/2021	13.00
	122321	years of service recognition luncheon	12/23/2021	26.00
	122321	years of service recognition luncheon	12/23/2021	5.00
	122321	years of service recognition luncheon	12/23/2021	5.00
	122321	years of service recognition luncheon	12/23/2021	7.00
	122321	years of service recognition luncheon	12/23/2021	13.00
	122321	years of service recognition luncheon	12/23/2021	11.00
	122321	years of service recognition luncheon	12/23/2021	4.00
	122321	years of service recognition luncheon	12/23/2021	11.00
	122321	years of service recognition luncheon	12/23/2021	6.00
	122321	years of service recognition luncheon	12/23/2021	3.00
	122321	years of service recognition luncheon	12/23/2021	11.81
	122321	random drug test	12/23/2021	32.50
	122321	random drug test	12/23/2021	135.00
	122321	random drug test less 40 from overcharge last month	12/23/2021	32.50
	122321	PD IT Vacancy advertising	12/23/2021	130.88
	122321	rec center holiday advertising marketing rustler	12/23/2021	500.00
	122321	rec center holiday advertising marketing	12/23/2021	496.00
	122321	advertising	12/23/2021	1,526.15
	122321	water master plan advertising	12/23/2021	103.00
	122321	Financial statement binding	12/23/2021	39.00
	122321	rec center advertising marketing	12/23/2021	250.00
	122321	File folder year tabs	12/23/2021	11.95
	122321	Utilities - TCT	12/23/2021	87.56
	122321	Utilities - TCT	12/23/2021	1,451.02
	122321	Utilities - TCT	12/23/2021	56.45
	122321	Utilities - TCT	12/23/2021	191.85
	122321	Utilities - TCT	12/23/2021	454.73
	122321	Utilities - TCT	12/23/2021	530.91
	122321	Utilities - TCT	12/23/2021	87.56
	122321	Utilities - TCT	12/23/2021	191.85
	122321	Utilities - TCT	12/23/2021	197.66
	122321	Utilities - TCT	12/23/2021	89.26
	122321	Utilities - TCT	12/23/2021	56.46
	122321	drainer for lab work	12/23/2021	6.32
	122321	Years of Service Lunch	12/23/2021	13.00
	122321	Years of Service Lunch	12/23/2021	26.00
	122321	Years of Service Lunch	12/23/2021	5.00
	122321	Years of Service Lunch	12/23/2021	5.00
	122321	Years of Service Lunch	12/23/2021	11.00
	122321	Years of Service Lunch	12/23/2021	4.00
	122321	Years of Service Lunch	12/23/2021	7.00
	122321	Years of Service Lunch	12/23/2021	13.00
	122321	Years of Service Lunch	12/23/2021	11.00
	122321	Years of Service Lunch	12/23/2021	6.00

Secondary Name	Invoice	Description	Invoice Date	Total Cost
	122321	Years of Service Lunch	12/23/2021	3.00
	122321	Years of Service Lunch	12/23/2021	9.15
	122321	GAAFR Plus subscription updates	12/23/2021	65.00
	122321	Meter Seal Inserts	12/23/2021	214.96
	122321	UTILITIES - CITY OF CODY	12/23/2021	1,937.86
	122321	UTILITIES - CITY OF CODY	12/23/2021	3,020.80
	122321	UTILITIES - CITY OF CODY	12/23/2021	421.76
	122321	UTILITIES - CITY OF CODY	12/23/2021	376.04
	122321	UTILITIES - CITY OF CODY	12/23/2021	714.29
	122321	UTILITIES - CITY OF CODY	12/23/2021	5,520.20
	122321	UTILITIES - CITY OF CODY	12/23/2021	1,495.71
	122321	UTILITIES - CITY OF CODY	12/23/2021	.09
	122321	UTILITIES - CITY OF CODY	12/23/2021	5,983.95
	122321	UTILITIES - CITY OF CODY	12/23/2021	5,980.42
	122321	UTILITIES - CITY OF CODY	12/23/2021	15.79
	122321	UTILITIES - CITY OF CODY	12/23/2021	805.18
	122321	UTILITIES - CITY OF CODY	12/23/2021	1,373.97
	122321	UTILITIES - CITY OF CODY	12/23/2021	1,373.97
	122321	UTILITIES - CITY OF CODY	12/23/2021	320.43
	122321	UTILITIES - CITY OF CODY	12/23/2021	536.78
	122321	UTILITIES - CITY OF CODY	12/23/2021	39.00
	122321	UTILITIES - CITY OF CODY	12/23/2021	11.00
	122321	UTILITIES - CITY OF CODY	12/23/2021	4.94
	122321	UTILITIES - CITY OF CODY	12/23/2021	14.10
	122321	Kaspersky Support	12/23/2021	174.15
	122321	Kaspersky Support	12/23/2021	1,741.50
	122321	Kaspersky Support	12/23/2021	58.00
	122321	Kaspersky Support	12/23/2021	174.15
	122321	Kaspersky Support	12/23/2021	2,264.05
	122321	Kaspersky Support	12/23/2021	290.25
	122321	Kaspersky Support	12/23/2021	290.25
	122321	Kaspersky Support	12/23/2021	232.20
	122321	Kaspersky Support	12/23/2021	174.15
	122321	Kaspersky Support	12/23/2021	174.15
	122321	Kaspersky Support	12/23/2021	174.15
	122321	Kaspersky Support	12/23/2021	58.00
	122321	IT vacancy advertising	12/23/2021	224.26
	122321	Risk assessments	12/23/2021	264.30
	122321	Court calendar	12/23/2021	14.07
	122321	Cleaning wipes and sanitizer	12/23/2021	36.79
	122321	wi fi extender	12/23/2021	69.99
	122321	Utilities - Verizon	12/23/2021	297.50
	122321	Utilities - Verizon	12/23/2021	165.52
	122321	Utilities - Verizon	12/23/2021	242.80
	122321	Utilities - Verizon	12/23/2021	41.38
	122321	Utilities - Verizon	12/23/2021	41.38
	122321	Utilities - Verizon	12/23/2021	96.30
	122321	Utilities - Verizon	12/23/2021	583.20
	122321	Utilities - Verizon	12/23/2021	233.98
	122321	Utilities - Verizon	12/23/2021	13.66
	122321	Utilities - Verizon	12/23/2021	14.07
	122321	Utilities - Verizon	12/23/2021	41.38
	122321	Utilities - Verizon	12/23/2021	122.77
	122321	Utilities - Verizon	12/23/2021	89.76
	122321	Utilities - Verizon	12/23/2021	106.51
	122321	Utilities - Verizon	12/23/2021	41.38
	122321	Utilities - Verizon	12/23/2021	96.30
	122321	Utilities - Verizon	12/23/2021	36.29

Secondary Name	Invoice	Description	Invoice Date	Total Cost
	122321	Utilities - Verizoon	12/23/2021	32.28
	122321	Utilities - Verizoon	12/23/2021	132.48
	122321	Utilities - Verizoon	12/23/2021	13.11
	122321	Utilities - Verizoon	12/23/2021	52.11
	122321	Utilities - Verizoon	12/23/2021	112.77
	122321	Utilities - Verizoon	12/23/2021	137.45
	122321	Utilities - Verizoon	12/23/2021	13.65
	122321	Utilities - Verizoon	12/23/2021	24.19
	122321	Utilities - Verizoon	12/23/2021	40.01
	122321	Utilities - Verizoon	12/23/2021	40.01
	122321	Utilities - Verizoon	12/23/2021	40.00
	122321	random drug testing	12/23/2021	94.50
	122321	random drug testing	12/23/2021	45.00
	122321	random drug testing	12/23/2021	4.50
	122321	random drug testing	12/23/2021	40.50
	122321	random drug testing	12/23/2021	27.00
	122321	random drug testing	12/23/2021	13.50
	122321	random drug testing	12/23/2021	36.00
	122321	Pulley B28	12/23/2021	37.82
	122321	Avery Index Tabs	12/23/2021	97.03
	122321	1099 FORMS	12/23/2021	46.98
	122321	Years of Service Lunch	12/23/2021	6.50
	122321	Years of Service Lunch	12/23/2021	13.00
	122321	Years of Service Lunch	12/23/2021	2.50
	122321	Years of Service Lunch	12/23/2021	2.50
	122321	Years of Service Lunch	12/23/2021	3.50
	122321	Years of Service Lunch	12/23/2021	6.50
	122321	Years of Service Lunch	12/23/2021	5.50
	122321	Years of Service Lunch	12/23/2021	2.00
	122321	Years of Service Lunch	12/23/2021	5.50
	122321	Years of Service Lunch	12/23/2021	3.00
	122321	Years of Service Lunch	12/23/2021	1.50
	122321	Years of Service Lunch	12/23/2021	5.06
	122321	GAAFR annual subscription	12/23/2021	129.00
	122321	Adobe creative cloud software	12/23/2021	187.08
	122321	Years of Service Batteries	12/23/2021	5.98
	122321	Years of Service Batteries	12/23/2021	5.98
	122321	Batteries	12/23/2021	11.96
	122321	Years of Service Lunch	12/23/2021	8.58
	122321	Years of Service Lunch	12/23/2021	17.16
	122321	Years of Service Lunch	12/23/2021	3.30
	122321	Years of Service Lunch	12/23/2021	3.30
	122321	Years of Service Lunch	12/23/2021	4.87
	122321	Years of Service Lunch	12/23/2021	8.58
	122321	Years of Service Lunch	12/23/2021	7.26
	122321	Years of Service Lunch	12/23/2021	2.64
	122321	Years of Service Lunch	12/23/2021	7.26
	122321	Years of Service Lunch	12/23/2021	3.96
	122321	Years of Service Lunch	12/23/2021	1.98
	122321	Years of Service Lunch	12/23/2021	6.49
	122321	spray and wash	12/23/2021	2.74
	122321	dish drainer for breakroom	12/23/2021	2.00
	122321	Cougar Ave Irrigation Ditch	12/23/2021	2,261.25
	122321	router	12/23/2021	79.99
	122321	speakers	12/23/2021	11.95
	122321	folders for utility accounts	12/23/2021	80.64
	122321	network wifi water crane	12/23/2021	36.40
	122321	Years of Service Engraving	12/23/2021	20.00

Secondary Name	Invoice	Description	Invoice Date	Total Cost
	122321	Years of Service Engraving	12/23/2021	46.34
	122321	Years of Service Engraving	12/23/2021	20.00
	122321	Years of Service Engraving	12/23/2021	20.30
	122321	Years of Service Engraving	12/23/2021	26.33
	122321	Years of Service Engraving	12/23/2021	46.33
	122321	Years of Service Engraving	12/23/2021	20.00
	122321	Years of Service Engraving	12/23/2021	40.30
	122321	dish drainer for breakroom	12/23/2021	1.16
	122321	random drug test	12/23/2021	110.00
	122321	random drug test	12/23/2021	32.50
	122321	random drug test	12/23/2021	97.50
	122321	New printer for AP	12/23/2021	209.00
	122321	Toner cartridge	12/23/2021	79.89
	122321	HTTPS Support annual subscription	12/23/2021	473.52
	122321	Revo Uninstaller software	12/23/2021	22.47
	122321	Calculators	12/23/2021	60.71
	122321	Cross border fee for software purchase	12/23/2021	.22
	122321	Utilities - City of Cody	12/23/2021	298.81
	122321	Utilities - City of Cody	12/23/2021	12.79
	122321	Utilities - City of Cody	12/23/2021	379.01
	122321	Utilities - City of Cody	12/23/2021	.09
	122321	Utilities - City of Cody	12/23/2021	.53
	122321	Utilities - City of Cody	12/23/2021	524.01
	122321	Utilities - City of Cody	12/23/2021	10,782.38
	122321	Utilities - City of Cody	12/23/2021	65.54
	122321	Laptop speakers	12/23/2021	37.98
Total General Government:				64,633.62
	122321	Fuel cans	12/23/2021	136.24
	122321	Lights	12/23/2021	39.51-
	122321	Lights	12/23/2021	16.99
	122321	Mutt Mitts	12/23/2021	177.94
	122321	Nuts and Bolts	12/23/2021	3.38
	122321	Fastners	12/23/2021	5.84
	122321	East Cody Entrance	12/23/2021	16.99
	122321	Coffee, paper plates	12/23/2021	97.26
	122321	Small equip repair	12/23/2021	20.99
	122321	Delineator posts	12/23/2021	11.96
	122321	21 inch Poly Snow Pusher	12/23/2021	47.98
	122321	Drill bits, nuts and bolts, caulking	12/23/2021	61.93
	122321	Chainsaw repairs	12/23/2021	106.30
	122321	Fastners	12/23/2021	7.27
	122321	Safety glasses	12/23/2021	21.99
	122321	Snowplow accessories	12/23/2021	287.97
	122321	Hose clamp	12/23/2021	4.87
	122321	Hand sanitizer	12/23/2021	1,755.00
	122321	Lights	12/23/2021	29.99
	122321	Hand sanitizer stations	12/23/2021	1,682.40
	122321	Screwdrivers, wrenchs, sockets, hex keys	12/23/2021	34.40
	122321	Fencing/misc	12/23/2021	19.67
	122321	Compactor rental	12/23/2021	50.00
	122321	Shop supplies	12/23/2021	25.33
	122321	Shop Supplies	12/23/2021	10.48
	122321	Solstice Walk	12/23/2021	19.76
	122321	Shop supplies/misc	12/23/2021	10.29
	122321	Hand Fertilizer	12/23/2021	16.99
	122321	Sanitizer installation	12/23/2021	38.36

Secondary Name	Invoice	Description	Invoice Date	Total Cost
	122321	Lights	12/23/2021	19.99
	122321	Snowplow accessories	12/23/2021	376.10
Total Parks:				5,075.15
	122321	Uniform embroidery C16	12/23/2021	34.00
	122321	Advertising for CPD IT position	12/23/2021	49.00
	122321	Gas to/from WLEA for PO Basic	12/23/2021	59.90
	122321	Meal - PO Basic Graduation C10 and C17	12/23/2021	129.55
	122321	Gas to/from WLEA for graduation	12/23/2021	64.68
	122321	Long Term Evid Storage - Plastic Tubs	12/23/2021	187.20
	122321	Long Term Evid Storage - Plastic Tubs	12/23/2021	311.84
	122321	C01 Car wash	12/23/2021	13.00
	122321	Car wash C17	12/23/2021	9.00
	122321	Duty shirt, pants, knife C01	12/23/2021	219.96
	122321	Long Term Evid Storage - Surge protector	12/23/2021	24.34
	122321	Business Cards C10, C17	12/23/2021	97.31
	122321	Duty Boots C12	12/23/2021	274.56
	122321	C15 Car wash	12/23/2021	9.00
	122321	C10 Car wash	12/23/2021	9.00
	122321	Duty Gloves C12	12/23/2021	69.98
	122321	Duty pants C19	12/23/2021	120.00
	122321	Drift bikes for alcohol impairment teaching	12/23/2021	298.00
	122321	C16 Car wash	12/23/2021	9.00
	122321	C19 Car wash	12/23/2021	2.00
	122321	custom Vest Carrier C04	12/23/2021	325.00
	122321	Weapon lights C10 C17	12/23/2021	290.86
	122321	SWAT Team Leadership Development GAS C15	12/23/2021	29.62
	122321	Duty pants and shirts C07	12/23/2021	465.92
	122321	C11 Car wash	12/23/2021	5.90
	122321	Long Term Evidence Room Storage - Metal Brackets	12/23/2021	163.20
	122321	Gas card would not work. Had to use visa.	12/23/2021	31.00
	122321	UA to Lab	12/23/2021	11.14
	122321	Uniform laundering C16	12/23/2021	23.75
	122321	SWAT Team Leadership Development MEAL C15	12/23/2021	12.78
	122321	annual membership	12/23/2021	525.00
	122321	SWAT Team Leadership Development MEAL C15	12/23/2021	9.19
	122321	SWAT Team Leadership Development MEAL C15	12/23/2021	20.00
	122321	Return Evidence to Owner #21-600	12/23/2021	8.08
	122321	Return Evidence to Owner #21-204	12/23/2021	7.66
	122321	bike patrol polos embroidery	12/23/2021	24.00
	122321	shop with a cop 2021	12/23/2021	216.06
	122321	coffee, utensils	12/23/2021	201.26
	122321	baggies, contractor bags for evidence handling	12/23/2021	31.53
	122321	Resqme tool C13	12/23/2021	10.99
	122321	C23 Car wash	12/23/2021	9.00
	122321	C09 Car wash	12/23/2021	9.00
	122321	SWAT Team Leadership Development GAS C15	12/23/2021	45.63
	122321	C04 Car wash	12/23/2021	2.00
	122321	custody and control instructor recert C09 hotel	12/23/2021	296.37
	122321	C01 Car wash	12/23/2021	13.00
	122321	C21 Car wash	12/23/2021	9.00
	122321	C11 Car wash	12/23/2021	4.29
	122321	Gas for Cust Cont Instructor Recert C09	12/23/2021	46.36
	122321	SWAT Team Leadership Development MEAL C15	12/23/2021	21.49
	122321	C13 Car wash	12/23/2021	13.00
	122321	C15 Car wash	12/23/2021	9.00
	122321	SWAT Team Leadership Development MEAL C15	12/23/2021	11.29

Secondary Name	Invoice	Description	Invoice Date	Total Cost
	122321	C03 Car wash	12/23/2021	9.00
	122321	SALES TAX CREDIT C12	12/23/2021	10.56-
	122321	swat team leader dev C15 hotel	12/23/2021	645.00
	122321	SWAT Team Leadership Development GAS C15	12/23/2021	38.28
	122321	pamphlet machine extended warranty	12/23/2021	54.99
	122321	C05 Car wash	12/23/2021	9.00
	122321	Duty Boots C15	12/23/2021	515.00
	122321	Uniform embroidery C15	12/23/2021	40.00
	122321	binding covers and combs	12/23/2021	84.19
	122321	label printer and labels	12/23/2021	247.89
	122321	annual dues	12/23/2021	350.00
	122321	pamphlet folding machine	12/23/2021	449.36
	122321	desk calendar C01	12/23/2021	22.98
	122321	flashlight battery C07	12/23/2021	26.99
	122321	RETURN duty pants C17 \$79.99 CREDIT sales tax \$3.19	12/23/2021	83.18-
	122321	CREDIT sales tax C13	12/23/2021	4.72-
	122321	Nuts Bolts for TRT gun rack	12/23/2021	29.96
	122321	C13 Car wash	12/23/2021	9.00
	122321	C01 Car wash	12/23/2021	9.00
	122321	Long Term Evid Storage - Carabiners	12/23/2021	4.92
	122321	Duty mag/cuff holster C03	12/23/2021	50.00
Total Police:				7,390.79
	122321	Bibs jordan	12/23/2021	99.99
	122321	C01 cap screw	12/23/2021	3.40
	122321	Saw blades	12/23/2021	22.99
	122321	Concrete bolts Cougar ave	12/23/2021	16.71
	122321	Lift rental Christmas decorations	12/23/2021	565.00
	122321	A13 tires	12/23/2021	126.50
	122321	G05 tires	12/23/2021	553.44
	122321	Irrigation valve cougar ave	12/23/2021	420.38
	122321	Concrete anchors cougar ave	12/23/2021	32.40
	122321	B32 water pump	12/23/2021	250.10
	122321	C01 windshield repair	12/23/2021	40.00
	122321	B43 accident repair	12/23/2021	1,053.88
	122321	T valves brine sprayer	12/23/2021	24.98
	122321	Tie down straps	12/23/2021	63.96
	122321	pressure guage	12/23/2021	9.99
	122321	Irrigation parts cougar ave	12/23/2021	41.50
	122321	Gloves	12/23/2021	42.98
	122321	6 inch pipe Cougar ave	12/23/2021	45.39
	122321	Saw blades	12/23/2021	23.99
	122321	Sign base bolts	12/23/2021	25.99
	122321	Fuse	12/23/2021	31.31
	122321	B07 switch	12/23/2021	94.85
	122321	C01 parts	12/23/2021	84.05
	122321	PT06 parts	12/23/2021	773.28
	122321	B29 tires	12/23/2021	522.08
	122321	PT06 key	12/23/2021	3.58
	122321	Shop supplies	12/23/2021	23.80
	122321	C08 PTO pin	12/23/2021	10.47
	122321	I 12 Joystick	12/23/2021	296.64
	122321	Floor dry	12/23/2021	26.97
	122321	C01 window repair	12/23/2021	40.00
	122321	Grinding wheels	12/23/2021	22.43
	122321	Torch repair	12/23/2021	69.18

Secondary Name	Invoice	Description	Invoice Date	Total Cost
Total Public Works:				5,462.21
	122321	chager foods we did not get.sending credit	12/23/2021	449.60
	122321	fix electrical at Art League	12/23/2021	187.94
	122321	spotify music	12/23/2021	9.99
	122321	repairs to aquatics bike	12/23/2021	28.97
	122321	caribiners for backpacks	12/23/2021	5.89
	122321	overcharge. will get credit	12/23/2021	100.89
	122321	repairs for timing stopwatch for runners stampede	12/23/2021	119.85
	122321	1/2 NRPA Membership - Aquatics	12/23/2021	100.00
	122321	1/2 NRPA Membership - Rec	12/23/2021	100.00
	122321	business card paper	12/23/2021	58.40
	122321	walki talkies for lifeguard safety	12/23/2021	108.99
	122321	toner cartridge	12/23/2021	190.59
	122321	coffee	12/23/2021	402.30
	122321	ASAP snacks	12/23/2021	235.30
	122321	repairs to showers	12/23/2021	457.07
	122321	repair to showers	12/23/2021	457.07
	122321	sharpies	12/23/2021	21.39
	122321	Safety/ emergency call button for lifeguard on deck	12/23/2021	39.99
	122321	office supplies index cards	12/23/2021	19.98
	122321	repairs to fitness equipment	12/23/2021	43.52
	122321	printing of passes for rec center	12/23/2021	255.00
	122321	lube for aquatics treadmill and bike	12/23/2021	27.17
	122321	lights for rec center	12/23/2021	233.17
	122321	chlorine calibration for pool	12/23/2021	70.00
	122321	facial tissues	12/23/2021	9.94
	122321	credit for tax charged for fitness equipment	12/23/2021	3.52-
	122321	shipping for runners stampede	12/23/2021	26.68
	122321	prizes for gingerbread contest	12/23/2021	39.88
	122321	spray nozzles	12/23/2021	25.80
Total Recreation:				3,821.85
	122321	hydraulic	12/23/2021	584.45
	122321	DEF drum refund	12/23/2021	35.00-
	122321	propane	12/23/2021	23.51
	122321	propane	12/23/2021	1.24
	122321	grease	12/23/2021	25.32
	122321	shop towels	12/23/2021	27.98
	122321	proane	12/23/2021	30.02
	122321	propane	12/23/2021	1.58
	122321	impact socket	12/23/2021	14.69
	122321	propane	12/23/2021	27.45
	122321	propane	12/23/2021	1.45
	122321	propane	12/23/2021	23.27
	122321	propane	12/23/2021	1.23
	122321	uniform shirts	12/23/2021	148.70
	122321	drinking water	12/23/2021	19.47
	122321	foam	12/23/2021	4.99
	122321	tow rope	12/23/2021	107.99
	122321	propane	12/23/2021	21.61
	122321	propane	12/23/2021	1.14
	122321	shop towels, chain oil	12/23/2021	40.96
	122321	DEF	12/23/2021	221.31
	122321	propane	12/23/2021	26.60
	122321	propane	12/23/2021	1.40

Secondary Name	Invoice	Description	Invoice Date	Total Cost
Total Solid Waste:				1,321.36
	122321	batteries	12/23/2021	6.59
	122321	pvc parts	12/23/2021	10.88
	122321	grinder wheel	12/23/2021	10.39
	122321	Boots, Berry	12/23/2021	194.99
	122321	grinder parts	12/23/2021	2.75
	122321	O2 sensor	12/23/2021	206.69
	122321	sample shipping	12/23/2021	36.00
	122321	cleaner	12/23/2021	3.49
	122321	gloves	12/23/2021	19.98
	122321	calculators for lift stations	12/23/2021	10.98
	122321	sample shipping	12/23/2021	36.00
	122321	pipe gaskets	12/23/2021	28.14
	122321	gloves	12/23/2021	33.98
	122321	wire, cable ties, connector	12/23/2021	42.57
	122321	tape, cable ties, locknut	12/23/2021	13.75
	122321	tote, cleaner	12/23/2021	51.97
	122321	Gloves	12/23/2021	19.98
Total Wastewater:				729.13
	122321	riser pipe	12/23/2021	566.68
	122321	Jones, Nieters, boots	12/23/2021	239.98
	122321	Perkins boots	12/23/2021	147.99
	122321	saw blades	12/23/2021	57.57
	122321	brass parts, washers	12/23/2021	47.49
	122321	masonry blade	12/23/2021	34.97
	122321	connectors	12/23/2021	8.54
	122321	holesaw	12/23/2021	10.47
	122321	galv parts	12/23/2021	71.90
	122321	poly pipe	12/23/2021	603.08
	122321	galv parts return	12/23/2021	71.90-
Total Water:				1,716.77
Total WELLS FARGO COMMERICAL CARD (132565):				101,428.35
WESCO RECEIVABLES CORP (131137)				
WESCO DBA:WESCO/KVA/MODERN	749235	WEDGE CLAMPS	12/10/2021	142.00
WESCO DBA:WESCO/KVA/MODERN	750485	SECONDARY CLEVIS	12/14/2021	660.00
Total :				802.00
Total WESCO RECEIVABLES CORP (131137):				802.00
WEST PARK HOSPITAL (10500)				
DBA CODY REGIONAL HEALTH	A05436472	BLOOD DRAW CASE# 21-961	11/14/2021	250.00
Total :				250.00
Total WEST PARK HOSPITAL (10500):				250.00
WESTERN UNITED ELECTRIC SUPPLY (10605)				
	6049648	TRANSFORMER CONTAINMENT BAG	12/13/2021	933.14
	6050116	LOCK KEYS	12/21/2021	64.38

Secondary Name	Invoice	Description	Invoice Date	Total Cost
Total :				997.52
Total WESTERN UNITED ELECTRIC SUPPLY (10605):				997.52
WYOMING DEPARTMENT OF WORKFORCE SERVICES (10670)				
WORKERS COMPENSATION DIV	122221	CONTRIBUTIONS	12/22/2021	8,929.94
WORKERS COMPENSATION DIV	122221	VOLUNTEER PD	12/22/2021	11.61
WORKERS COMPENSATION DIV	122221	VOLUNTEER REC	12/22/2021	5.80
Total :				8,947.35
Total WYOMING DEPARTMENT OF WORKFORCE SERVICES (10670):				8,947.35
WYOMING RETIREMENT SYSTEM (10950)				
	217916	CONTRIBUTIONS -	12/22/2021	20,242.36
	217917	CONTRIBUTIONS -	12/22/2021	32,277.40
	217918	CONTRIBUTIONS -	12/22/2021	32,825.63
Total :				85,345.39
Total WYOMING RETIREMENT SYSTEM (10950):				85,345.39
Grand Totals:				300,410.09

Report GL Period Summary

GL Period	Amount
12/21	300,410.09
Grand Totals:	300,410.09

Vendor number hash: 2632556
Vendor number hash - split: 67856638
Total number of invoices: 42
Total number of transactions: 540

Terms Description	Invoice Amount	Discount Amount	Net Invoice Amount
Open Terms	300,410.09	.00	300,410.09
Grand Totals:	300,410.09	.00	300,410.09
		Payroll 12/22/21	240,543.11
			540,953.20

Report Criteria:

Invoice.Detail.Input date = 12/28/2021
Invoice.Batch = {NOT LIKE} "1"

AGENDA ITEM SUMMARY REPORT

Official Bank Depository Application

ACTION TO BE TAKEN:

Designate Pinnacle Bank, First Bank of Wyoming, US Bank, Wells Fargo Bank & Big Horn Federal as official depositories for the City of Cody for the calendar year 2022 pursuant to Wyoming State Statute 9-4-817.

SUMMARY OF INFORMATION:

The City may only deposit funds into banks that have been approved as depositories by the City Council. This requirement does not apply to investments. By being declared an official depository, banks have the opportunity to provide banking services and products the City may solicit during the year.

Per Wyoming State Statute 9-4-806, every bank designated as a depository for funds of the state of Wyoming or any political subdivision thereof, within thirty (30) days following the designation by the state board of deposits or proper governing board, shall furnish to the treasurer of the state of Wyoming or treasurer of the appropriate political subdivision, a certified copy of the resolution adopted by its board of directors.

FISCAL IMPACT

None

ATTACHMENTS

1. Depository Applications

AGENDA & SUMMARY REPORT TO:

1. None

AGENDA ITEM NO. _____



APPLICATION FOR DEPOSIT OF PUBLIC FUNDS

Pinnacle Bank- Wyoming
For Calendar Year 2021-2022

October 21, 2021

City of Cody
P O Box 2200
Cody WY 82414

To Whom It May Concern:

Pursuant to the requirement of W.S. 9-4-818, formal application is made by Pinnacle Bank-Wyoming, a corporation organized and existing under the laws of Wyoming and having its office and principal place of business in the City of Cody, in the County of Park, in the State of Wyoming, to be designated a depository for public funds. Pinnacle Bank-Wyoming agrees to furnish the securities as provided for in Section 9-4-821 to cover public funds as may be deposited by City of Cody, City of Cody.

Furthermore, Pinnacle Bank-Wyoming agrees to comply with W.S. 9-4-806.

By order of the Board of Directors
Pinnacle Bank- Wyoming

A handwritten signature in black ink that reads "Marlane Borger".

Marlane Borger
Quality Control Officer, Pinnacle Bank Wyoming
Direct Line 307-532-4600 ext. 110



MEMBER FDIC

PINNACLE BANK - WYOMING
PUBLIC FUNDS DEPOSITORS
EXHIBIT "A"
2021-2022

Branches - Cody, Powell, Worland, Thermopolis, Torrington,
Mitchell, Newcastle, Sundance, Moorcroft, Gillette, Cheyenne

ANGEL DRAW DRAINAGE DISTRICT
ARNOLD DRAINAGE DISTRICT
BIG HORN REGIONAL JOINT POWERS BOARD
BLUFF IRRIGATION DISTRICT
BUFFALO BILL DAM AND VISITORS CENTER
CAMPELL COUNTY CEMETERY DISTRICT
CANYON IMPROVEMENT DISTRICT
CIRCUIT COURT OF GOSHEN COUNTY
CITY OF LARAMIE / SAMPSON CONSTRUCTION CO INC
CITY OF MITCHELL
CITY OF NEWCASTLE
CITY OF TORRINGTON
CITY OF WORLAND
CLERK OF DISTRICT COURT - THERMOPOLIS
CLOUD PEAK COUNSELING CENTER
CODY CANAL IRRIGATION DISTRICT
CODY CONSERVATION DISTRICT
COMMUNITY JOINT CENTER POWER BOARD
COTTONWOOD GRASS CREEK WATERSHED IMPROVEMENT DIST.
CROOK COUNTY MEDICAL SERVICES DISTRICT
CROOK COUNTY SCHOOL DISTRICT #1
CROOK COUNTY TREASURER
CROWN HILL CEMETERY DISTRICT 1
EASTERN WYOMING COLLEGE
FIRE PROTECTION DISTRICT #1
GOSHEN CARE CENTER BOARD
GOSHEN COUNTY CLERK
GOSHEN COUNTY FIRE SERVICE
GOSHEN COUNTY LIBRARY
GOSHEN COUNTY SENIOR FRIENDSHIP CENTER
GOSHEN COUNTY TOURISM
GOSHEN COUNTY TREASURER
GOTTSCHKE REHABILITATION CENTER
HAWK SPRINGS FIRE DEPARTMENT
HAWK SPRINGS FIRE PROTECTION
HAWK SPRINGS RESCUE UNIT
HEART MOUNTAIN IRRIGATION
HIGHLAND HANOVER IRRIGATION
HOT SPRINGS CONSERVATION DISTRICT
HOT SPRINGS COUNTY CLERK
HOT SPRINGS COUNTY FAIR BOARD
HOT SPRINGS COUNTY HOSPITAL DISTRICT
HOT SPRINGS COUNTY LIBRARY
HOT SPRINGS COUNTY LIBRARY FOUNDATION
HOT SPRINGS COUNTY LODGING TAX BOARD
HOT SPRINGS COUNTY RECREATION DISTRICT
HOT SPRINGS COUNTY TREASURER
HOT SPRINGS COUNTY WEED & PEST
HOT SPRINGS EARLY CHILDHOOD BOCES
HOT SPRINGS STATE PARK
HSC CEMETERY DIST
HSC MUSEUM AND CULTURAL CENTER
HSC PREDATOR MANAGEMENT DISTRICT
HUNTLY FIRE PROTECTION
JAY EM FIRE PROTECTION DISTRICT
KEYHOLE STATE PARK
KIRBY DITCH IRRIGATION DISTRICT
LAGRANGE FIRE PROTECTION DISTRICT
LAGRANGE VOLUNTEER FIRE DEPARTMENT
LARAMIE COUNTY FIRE DISTRICT #1
LARAMIE COUNTY FIRE DISTRICT #10
LITTLE THUNDER IMPROVEMENT & SERVICE DISTRICT
LUCERNE PUMPING PLANT CANAL CO.
MELS WATER SERVICE INC
MEETEETSE CONSERVATION DISTRICT
MEETEETSE FIRE DISTRICT #3
MITCHELL DRAINAGE DISTRICT
MITCHELL IRRIGATION DISTRICT
MITCHELL RURAL FIRE DEPARTMENT
MITCHELL SCHOOL DISTRICT #31

NORTH BIG HORN HOSPITAL DISTRICT
NORTH PLATTE VALLEY CONSERVATION DISTRICT
NORTHWEST RURAL WATER DISTRICT
NORTHWEST WYOMING BOARD OF COOPERATIVE SERVICES
OFFICE OF THE SHERIFF-HOT SPRINGS
PARK COUNTY SCHOOL DISTRICT #6
PARK COUNTY SHERIFF'S DEPT.
PARK COUNTY TRAVEL COUNCIL
PARK COUNTY TREASURER
PATHFINDER IRRIGATION DISTRICT
RIVERSIDE CEMETERY DISTRICT
ROOSEVELT PUBLIC POWER DISTRICT
SCOTT'S BLUFF COUNTY AGRICULTURE SOCIETY
SHERIDAN COUNTY SCHOOL DISTRICT #2 / GROATHOUSE CONSTRUCTION
SHOSHONE IRRIGATION DISTRICT
SHOSHONE RECREATION DISTRICT
SOUTH CHEYENNE WATER & SEWER
SOUTH GOSHEN CONSERVATION DISTRICT
SOUTH THERMOPOLIS WATER DISTRICT
SOUTH TORRINGTON PARK PROJECT
SOUTH TORRINGTON WATER
STATE OF WYOMING
SUNSET RANCH WATER DISTRICT
TORRINGTON FIRE PROTECTION DISTRICT
TORRINGTON IRRIGATION DISTRICT
TORRINGTON MUNICIPAL COURT
TOWN OF EAST THERMOPOLIS
TOWN OF HULETT
TOWN OF KIRBY
TOWN OF MOORCROFT
TOWN OF MOORCROFT / R.C.S CONSTRUCTION INC
TOWN OF PINE HAVEN
TOWN OF THERMOPOLIS
TOWN OF YODER
UPPER BLUFF IRRIGATION DISTRICT
VETERAN FIRE PROTECTION
WASHAKIE CO CONSERVATION DISTRICT
WASHAKIE COUNTY LIBRARY
WASHAKIE COUNTY SHERIFFS OFFICE
WASHAKIE COUNTY TREASURER
WASHAKIE COUNTY WEED & PEST CONTROL DISTRICT
WASHAKIE MEDICAL CENTER BOARD
WASHAKIE RURAL IMPROVEMENT
WASHAKIE SCHOOL DISTRICT #1
WASHAKIE SCHOOL DISTRICT #2
WEST HIGHWAY WATER & SEWER DISTRICT
WEST PARK HOSPITAL DISTRICT
WESTERN COMMUNITY COLLEGE AREA
WESTON COUNTY
WESTON COUNTY FIRE PROTECTION DISTRICT
WESTON COUNTY HEALTH SERVICES
WESTON COUNTY MANOR
WESTON COUNTY NATURAL RESOURCE DISTRICT
WESTON COUNTY SCHOOL DISTRICT #1
WESTON COUNTY SHERIFF
WESTON COUNTY TRAVEL
WORLAND BENCH DRAINAGE
WORLAND POLICE DEPARTMENT
WRIGHT WATER & SEWER DISTRICT
WY DEPT. OF ENVIRONMENTAL QUALITY LQD/BRIAN GOOD
WY DEPT. OF ENVIRONMENTAL/CODY STAMPEDE
WY DEPT. OF ENVIRONMENTAL/KISSACK WATER & OIL
WY DEPT OF REVENUE
WY OIL AND GAS CONSERVATION COMMISSION/RBJ OIL LLC
WYOMING BOYS SCHOOL
WYOMING DEPT OF CORRECTIONS
WYOMING PIONEER HOME
WYOMING STATE TREASURER
WYRULEC CO
YELLOWSTONE REGIONAL AIRPORT
YODER FIRE PROTECTION DISTRICT



CERTIFIED COPY OF RESOLUTION OF Pinnacle Bank- Wyoming concerning the pledging of collateral security for deposit of public funds.

WHEREAS, it is necessary for Pinnacle Bank–Wyoming, to properly secure City of Cody, Wyoming and all public entities within the State, including, but not limited to, those listed in the attached Exhibit “A”, for all monies deposited in said bank by the Treasurer of Park County, WY and other public entities hereinafter called the Treasurer.

WHEREAS, no deposit will be made in said bank by said Treasurer unless said deposit is properly secured, and the giving of proper security is one of the considerations for receiving said deposits; and

WHEREAS, the Treasurer may, when furnished proper security, carry a maximum credit balance with the bank of Unlimited Dollars; and

WHEREAS, the said Treasurer is willing to receive securities designated by laws of Wyoming as legal collateral security as security for such deposit;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of Pinnacle Bank-Wyoming that any two of the following named persons, officers of said bank, are hereby authorized and empowered to pledge to the Treasurer of the State or political subdivision, such securities of this bank as may be legal for collateral security for deposit of public funds, and which said Treasurer is willing to accept as collateral security, and in such amounts and at such time as the said Treasurer and bank officers may agree upon:

Douglas H. Weedin, President/CEO
Carmen Duncan, V.P. Cashier, Cody, PBW
Marlane Borger, Quality Control Officer, PBW

John Thomas, Sr. V.P. Chief Investment Officer
Sheri Schutzman, Operations Officer, Cody
Carol Brown, Administrative Assistant/Secretary

BE IT FURTHER RESOLVED that this authority given to said officers of Pinnacle Bank- Wyoming named herein to furnish collateral security to said Treasurer shall be continuing and shall be binding upon said bank until the authority given to the bank officers named herein is revoked or superseded by another resolution of this Board of Directors, a verified copy of which shall be delivered by a representative of Pinnacle Bank-Wyoming to said Treasurer or mailed to said Treasurer by registered mail. The right given the officers named herein to pledge security as collateral also includes the right to give additional collateral security and to withdraw such collateral as the said Treasurer is willing to surrender and the right to substitute one piece or lot of collateral for another, provided the said Treasurer is willing to make such exchange or substitution.

BE IT FURTHER RESOLVED that the bank officers named herein are fully authorized and empowered to execute in the name of said bank such collateral pledge agreement in favor of the said Treasurer as the said Treasurer may require, and any collateral pledge agreement so executed or any act done by the bank officers named herein under the authority of this Resolution shall be as binding and effective upon this bank as thought authorized by specific Resolution of the Board of Directors of this Bank.

.....

Certificate

I, Marlane Borger, Quality Control Officer of Pinnacle Bank -Wyoming, do hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Board of Directors of said Bank at a valid meeting thereof, held in its conference room in the City of Cody this 21st day of October A.D., 2021; that said resolution has been spread upon the minutes of said meeting in the minutes book which constitutes a part of said Bank's permanent records, and that seal affixed thereto is the official corporate seal of said Bank.

Dated at Cody, Wyoming this 21st day of October A.D. 2021

Marlane Borger
Marlane Borger, Quality Control Officer



APPLICATION FOR DEPOSIT OF PUBLIC FUNDS

November 15, 2021

CITY OF CODY
1338 RUMSEY AVE
CODY WY 82414

ATTN: PUBLIC FUNDS ADMINISTRATOR

Pursuant to the requirements of W.S 1977, 9-4-801 through 9-4-831 (1983 Supplement) formal application is hereby made by *First Bank of Wyoming, Division of Glacier Bank*, a corporation organized and existing under the laws of the State of Montana and having its office and principal place of business in the City of Powell, in the County of Park, in the State of Wyoming, to be designated as Depository. (Indicated amount of deposit desired unlimited.)

The bank offers the following described securities:

United States Government and Agency Obligations
FHLB Certificates of Deposit
FHLB Letters of Credit
Wyoming Municipal Securities

to be assigned to and held by the **Federal Home Loan Bank of Des Moines**, as security for the safekeeping and prompt payment of all public moneys that may be deposited with it by the **CITY OF CODY** and for the faithful performance of its duties the aforesaid law as such depository

Kelli Furniss, Chief Deposit Officer
First Bank of Wyoming, Division of Glacier Bank

Benjamin Bell, Regional Market Manager
First Bank of Wyoming, Division of Glacier Bank

First Bank of Wyoming, Division of Glacier Bank
Certified Copy of Corporate Resolution
For the Year of 2022

CONCERNING THE PLEDGING OF COLLATERAL SECURITY FOR DEPOSIT OF PUBLIC FUNDS

WHEREAS, it is necessary for First Bank of Wyoming, Division of Glacier Bank to properly secure for all monies deposited in the bank by the Treasurer of the State of Wyoming or the Treasurer of any state or political subdivision, hereinafter called the Treasurer; and

WHEREAS, no deposit will be made in the bank by the Treasurer unless the deposit is properly secured, and the giving of proper security is one of the considerations for receiving the deposits; and

WHEREAS, the Treasurer is willing to receive securities designated by the laws of Wyoming as legal collateral security, as security for the deposit;

NOW THEREFORE, BE IT RESOLVED by the Board of Directors of First Bank of Wyoming, Division of Glacier Bank, that any two of the following named persons, officers of the bank, are authorized and empowered to pledged to the Treasurer of the state or political subdivision securities of this bank which are legal for collateral security for deposit of public funds, and which the Treasurer is willing to accept as collateral security, and in amounts and at the time as the Treasurer and bank officers may agree upon:

Richard T. Nelson, President
Benjamin Bell, Regional Market Manager

Kelli J. Furniss, Chief Deposit Officer
Troy Brown, Accounting Supervisor

BE IT FURTHER RESOLVED that this authority given to the officers of the bank named herein to furnish collateral security to the Treasurer shall be continuing and shall be binding upon the bank until the authority given to the bank officers named herein is revoked or superseded by another resolution of this Board of Directors, verified copy of which shall be delivered by a representative of the bank to the Treasurer or mailed to the Treasurer. The right given the officers named herein to pledge security as collateral also includes the right to give additional collateral security and to withdraw such collateral as the Treasurer is willing to surrender and the right to substitute one piece or lot of collateral for another, provided the Treasurer is willing to make such exchange or substitution.

BE IT FURTHER RESOLVED that the bank officers named herein are fully authorized and empowered to execute in the name of the bank such collateral pledge agreement in favor of the Treasurer as the Treasurer may require, and any collateral pledge agreement executed or any act done by the bank officers named herein under the authority of this Resolution shall be as binding and effective upon this bank as though authorized by specific Resolution of the Board of Directors of the Bank.

CERTIFICATE

I, Kelli J. Furniss, Chief Deposit Officer of First Bank of Wyoming, Division of Glacier Bank, do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the Board of Directors of the bank at a valid meeting, held this **19th day of October, 2021**, that the Resolution has been spread upon the minutes of said meeting in the minute book which constitutes a part of said bank's permanent records.

Dated at Cody, WY via conference call, this 19th day of October, 2021

BY:


Richard T. Nelson, President

BY:


Kelli J. Furniss, Chief Deposit Officer

Glacier Bancorp, Inc.
Unaudited Condensed Consolidated Statements of Financial Condition

(Dollars in thousands, except per share data)	Sep 30, 2021	Jun 30, 2021	Dec 31, 2020	Sep 30, 2020
Assets				
Cash on hand and in banks	\$ 250,579	272,363	227,108	249,245
Federal funds sold	—	—	—	590
Interest bearing cash deposits	98,309	648,844	406,034	520,044
Cash and cash equivalents	348,888	921,207	633,142	769,879
Debt securities, available-for-sale	7,390,580	6,147,143	5,337,814	4,125,548
Debt securities, held-to-maturity	1,128,299	1,024,730	189,836	193,509
Total debt securities	8,518,879	7,171,873	5,527,650	4,319,057
Loans held for sale, at fair value	94,138	98,410	166,572	147,937
Loans receivable	11,293,891	11,238,048	11,122,696	11,618,731
Allowance for credit losses	(153,609)	(151,448)	(158,243)	(164,552)
Loans receivable, net	11,140,282	11,086,600	10,964,453	11,454,179
Premises and equipment, net	316,191	315,573	325,335	326,925
Other real estate owned and foreclosed assets	106	771	1,744	5,361
Accrued interest receivable	79,699	70,452	75,497	91,393
Core deposit intangible, net	48,045	50,533	55,509	58,121
Goodwill	514,013	514,013	514,013	514,013
Non-marketable equity securities	10,021	10,019	10,023	10,366
Bank-owned life insurance	123,729	123,035	123,763	123,095
Other assets	120,028	125,547	106,505	105,741
Total assets	\$ 21,314,019	20,488,033	18,504,206	17,926,067
Liabilities				
Non-interest bearing deposits	\$ 6,632,402	6,307,794	5,454,539	5,479,311
Interest bearing deposits	10,870,912	10,453,098	9,342,990	8,820,577
Securities sold under agreements to repurchase	1,040,939	995,201	1,004,583	965,668
FHLB advances	—	—	—	7,318
Other borrowed funds	33,671	33,556	33,068	32,967
Subordinated debentures	132,580	132,540	139,959	139,918
Accrued interest payable	2,437	2,433	3,305	3,951
Deferred tax liability	1,815	6,463	23,860	17,227
Other liabilities	211,647	202,993	194,861	204,041
Total liabilities	18,926,403	18,134,078	16,197,165	15,670,978
Commitments and Contingent Liabilities				
Stockholders' Equity				
Preferred shares, \$0.01 par value per share, 1,000,000 shares authorized, none issued or outstanding	—	—	—	—
Common stock, \$0.01 par value per share, 117,187,500 shares authorized	955	955	954	954
Paid-in capital	1,497,939	1,496,488	1,495,053	1,493,928
Retained earnings - substantially restricted	811,063	766,070	667,944	629,109
Accumulated other comprehensive income	77,659	90,442	143,090	131,098
Total stockholders' equity	2,387,616	2,353,955	2,307,041	2,255,089
Total liabilities and stockholders' equity	\$ 21,314,019	20,488,033	18,504,206	17,926,067



CERTIFIED RESOLUTIONS

I, Natasha M. Knack, Assistant Secretary of U.S. Bank National Association, Cincinnati, Ohio, a national banking association (the "Bank"), do certify that the following resolutions were adopted by the Board of Directors of U.S. Bank National Association on October 19, 2021 and that the same are in effect as of the date hereof and have not been modified, amended or revoked.

WHEREAS, state law requires governmental units to designate a federally insured national or state bank or thrift institution as a depository of funds;

WHEREAS, the City of Cody has designated the Bank, an FDIC insured depository institution, as depository of its public funds; and

WHEREAS, under state law, governmental units must require that their deposits in excess of the maximum amount of FDIC insurance on the deposit be secured by the pledge of eligible collateral ("Eligible Collateral"); and

WHEREAS, under state law, the total amount of the collateral computed at its market value shall be at least 100% deposit plus accrued interest at the close of the business day.

NOW, THEREFORE, it is hereby:

RESOLVED, that the Board of Directors hereby approves a pledge from the Bank's available collateral to secure the deposits in excess of the maximum amount of FDIC insurance on the deposits of the City of Cody, such Eligible Collateral being more particularly described in a Pledge Agreement and attached Written Assignment executed by the Bank in favor of the City of Cody.

RESOLVED FURTHER, that authority be given to the following officers of the Bank to furnish collateral to the Pledgee and such authority shall be continuing and shall be binding upon the Bank until the authority given to such officers is revoked or superseded by another resolution of this Board of Directors. This authority extends to furnishing collateral for additional deposits of public funds made from time to time by any and various state, municipal and other governmental bodies. The right given the officers named herein to pledge collateral also includes the right to give additional collateral and to withdraw such collateral as the Pledgee is willing to surrender and the right to substitute one piece or lot of collateral for another, provided the market value of the substitute collateral is of equal or greater value.

Luke R. Wippler, Executive Vice President
Lynn D. Flagstad, Senior Vice President
Patricia A. Finnemore, Vice President
Christina Eumurian, Assistant Vice President
Mary E. Holen, Treasury Officer
Julie A. Niederer, Treasury Officer

FURTHER RESOLVED, that the officers named herein are fully authorized and empowered to execute in the name of the Bank such collateral pledge agreement in favor of the Pledgee as required, and any collateral pledge agreement executed or any act done by the officers named herein under the authority of this Resolution shall be as binding and effective upon this Bank as though authorized by specific Resolution of the Board of Directors of this Bank.

IN WITNESS WHEREOF, I have hereunto set my hand this 3rd day of November, 2021.

(No corporate seal)

Natasha M. Knack

Natasha M. Knack, Assistant Secretary

Federal Financial Institutions Examination Council



Consolidated Reports of Condition and Income for
a Bank with Domestic and Foreign Offices—FFIEC 031

Report at the close of business September 30, 2021

20210930

(RCON 9999)

This report is required by law: 12 U.S.C. § 324 (State member banks); 12 U.S.C. §1817 (State nonmember banks); 12 U.S.C. §161 (National banks); and 12 U.S.C. §1464 (Savings associations).

Unless the context indicates otherwise, the term "bank" in this report form refers to both banks and savings associations.

This report form is to be filed by (1) banks with branches and consolidated subsidiaries in U.S. territories and possessions, Edge or Agreement subsidiaries, foreign branches, consolidated foreign subsidiaries, or International Banking Facilities, (2) banks with domestic offices only and total consolidated assets of \$100 billion or more, and (3) banks that are advanced approaches institutions for regulatory capital purposes.

NOTE: Each bank's board of directors and senior management are responsible for establishing and maintaining an effective system of internal control, including controls over the Reports of Condition and Income. The Reports of Condition and Income are to be prepared in accordance with federal regulatory authority instructions. The Reports of Condition and Income must be signed by the Chief Financial Officer (CFO) of the reporting bank (or by the individual performing an equivalent function) and attested to by not less than two directors (trustees) for state nonmember banks and three directors for state member banks, national banks, and savings associations.

I, the undersigned CFO (or equivalent) of the named bank, attest that the Reports of Condition and Income (including the supporting

schedules) for this report date have been prepared in conformance with the instructions issued by the appropriate Federal regulatory authority and are true and correct to the best of my knowledge and belief.

We, the undersigned directors (trustees), attest to the correctness of the Reports of Condition and Income (including the supporting schedules) for this report date and declare that the Reports of Condition and Income have been examined by us and to the best of our knowledge and belief have been prepared in conformance with the instructions issued by the appropriate Federal regulatory authority and are true and correct.



Signature of Chief Financial Officer (or Equivalent)

October 29, 2021

Date of Signature

Director (Trustee)

Director (Trustee)

Director (Trustee)

Submission of Reports

Each bank must file its Reports of Condition and Income (Call Report) data by either:

- Using computer software to prepare its Call Report and then submitting the report data directly to the FFIEC's Central Data Repository (CDR), an Internet-based system for data collection (<https://cdr.ffiec.gov/cdr/>), or
- Completing its Call Report in paper form and arranging with a software vendor or another party to convert the data into the electronic format that can be processed by the CDR. The software vendor or other party then must electronically submit the bank's data file to the CDR.

To fulfill the signature and attestation requirement for the Reports of Condition and Income for this report date, attach your bank's completed signature page (or a photocopy or a computer generated version of this page) to the hard-copy record of the data file submitted to the CDR that your bank must place in its files.

The appearance of your bank's hard-copy record of the submitted data file need not match exactly the appearance of the FFIEC's sample report forms, but should show at least the caption of each Call Report item and the reported amount.

For technical assistance with submissions to the CDR, please contact the CDR Help Desk by telephone at (888) CDR-3111, by fax at (703) 774-3946, or by e-mail at cdr.help@cdr.ffiec.gov.

U.S. Bank National Association

Legal Title of Bank (RSSD 9017)

Cincinnati

City (RSSD 9130)

FDIC Certificate Number

6548

(RSSD 9050)

OH

State Abbreviation (RSSD 9200)

45202

Zip Code (RSSD 9220)

Legal Entity Identifier (LEI)

6BYL5QZYBDK8S7L73M02

(Report only if your institution already has an LEI.) (RCON 9224)

The estimated average burden associated with this information collection is 86.49 hours per respondent and is expected to vary by institution, depending on individual circumstances. Burden estimates include the time for reviewing instructions, gathering and maintaining data in the required form, and completing the information collection, but exclude the time for compiling and maintaining business records in the normal course of a respondent's activities. A Federal agency may not conduct or sponsor, and an organization (or a person) is not required to respond to a collection of information, unless it displays a currently valid OMB control number. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503, and to one of the following: Secretary, Board of Governors of the Federal Reserve System, 20th and C Streets, NW, Washington, DC 20551; Legislative and Regulatory Analysis Division, Office of the Comptroller of the Currency, Washington, DC 20219; Assistant Executive Secretary, Federal Deposit Insurance Corporation, Washington, DC 20429.

Federal Financial Institutions Examination Council



Consolidated Reports of Condition and Income for
a Bank with Domestic and Foreign Offices—FFIEC 031

Report at the close of business September 30, 2021

20210930
(RCON 9999)

This report is required by law: 12 U.S.C. § 324 (State member banks); 12 U.S.C. §1817 (State nonmember banks); 12 U.S.C. §161 (National banks); and 12 U.S.C. §1464 (Savings associations).

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This report form is to be filed by (1) banks with branches and consolidated subsidiaries in U.S. territories and possessions, Edge or Agreement subsidiaries, foreign branches, consolidated foreign subsidiaries, or International Banking Facilities, (2) banks with domestic offices only and total consolidated assets of \$100 billion or more, and (3) banks that are advanced approaches institutions for regulatory capital purposes.

NOTE: Each bank's board of directors and senior management are responsible for establishing and maintaining an effective system of internal control, including controls over the Reports of Condition and Income. The Reports of Condition and Income are to be prepared in accordance with federal regulatory authority instructions. The Reports of Condition and Income must be signed by the Chief Financial Officer (CFO) of the reporting bank (or by the individual performing an equivalent function) and attested to by not less than two directors (trustees) for state nonmember banks and three directors for state member banks, national banks, and savings associations.

I, the undersigned CFO (or equivalent) of the named bank, attest that the Reports of Condition and Income (including the supporting

schedules) for this report date have been prepared in conformance with the instructions issued by the appropriate Federal regulatory authority and are true and correct to the best of my knowledge and belief.

We, the undersigned directors (trustees), attest to the correctness of the Reports of Condition and Income (including the supporting schedules) for this report date and declare that the Reports of Condition and Income have been examined by us and to the best of our knowledge and belief have been prepared in conformance with the instructions issued by the appropriate Federal regulatory authority and are true and correct.

Director (Trustee)

Signature of Chief Financial Officer (or Equivalent)

October 29, 2021

Date of Signature

Director (Trustee)

Director (Trustee)

Submission of Reports

Each bank must file its Reports of Condition and Income (Call Report) data by either:

- Using computer software to prepare its Call Report and then submitting the report data directly to the FFIEC's Central Data Repository (CDR), an Internet-based system for data collection (<https://cdr.ffiec.gov/cdr/>), or
- Completing its Call Report in paper form and arranging with a software vendor or another party to convert the data into the electronic format that can be processed by the CDR. The software vendor or other party then must electronically submit the bank's data file to the CDR.

For technical assistance with submissions to the CDR, please contact the CDR Help Desk by telephone at (888) CDR-3111, by fax at (703) 774-3946, or by e-mail at cdr.help@cdr.ffiec.gov.

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The appearance of your bank's hard-copy record of the submitted data file need not match exactly the appearance of the FFIEC's sample report forms, but should show at least the caption of each Call Report item and the reported amount.

U.S. Bank National Association

Legal Title of Bank (RSSD 9017)

Cincinnati

City (RSSD 9130)

FDIC Certificate Number

6548

(RSSD 9050)

OH

State Abbreviation (RSSD 9200)

45202

Zip Code (RSSD 9220)

Legal Entity Identifier (LEI)

6BYL5QZYBDK8S7L73M02

(Report only if your institution already has an LEI.) (RCON 9224)

The estimated average burden associated with this information collection is 86.49 hours per respondent and is expected to vary by institution, depending on individual circumstances. Burden estimates include the time for reviewing instructions, gathering and maintaining data in the required form, and completing the information collection, but exclude the time for compiling and maintaining business records in the normal course of a respondent's activities. A Federal agency may not conduct or sponsor, and an organization (or a person) is not required to respond to a collection of information, unless it displays a currently valid OMB control number. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503, and to one of the following: Secretary, Board of Governors of the Federal Reserve System, 20th and C Streets, NW, Washington, DC 20551; Legislative and Regulatory Analysis Division, Office of the Comptroller of the Currency, Washington, DC 20219; Assistant Executive Secretary, Federal Deposit Insurance Corporation, Washington, DC 20429.

Federal Financial Institutions Examination Council



Consolidated Reports of Condition and Income for a Bank with Domestic and Foreign Offices—FFIEC 031

Report at the close of business September 30, 2021

20210930
(RCON 9999)

This report is required by law: 12 U.S.C. § 324 (State member banks); 12 U.S.C. §1817 (State nonmember banks); 12 U.S.C. §161 (National banks); and 12 U.S.C. §1464 (Savings associations).

Unless the context indicates otherwise, the term "bank" in this report form refers to both banks and savings associations.

This report form is to be filed by (1) banks with branches and consolidated subsidiaries in U.S. territories and possessions, Edge or Agreement subsidiaries, foreign branches, consolidated foreign subsidiaries, or International Banking Facilities, (2) banks with domestic offices only and total consolidated assets of \$100 billion or more, and (3) banks that are advanced approaches institutions for regulatory capital purposes.

NOTE: Each bank's board of directors and senior management are responsible for establishing and maintaining an effective system of internal control, including controls over the Reports of Condition and Income. The Reports of Condition and Income are to be prepared in accordance with federal regulatory authority instructions. The Reports of Condition and Income must be signed by the Chief Financial Officer (CFO) of the reporting bank (or by the individual performing an equivalent function) and attested to by not less than two directors (trustees) for state nonmember banks and three directors for state member banks, national banks, and savings associations.

I, the undersigned CFO (or equivalent) of the named bank, attest that the Reports of Condition and Income (including the supporting

schedules) for this report date have been prepared in conformance with the instructions issued by the appropriate Federal regulatory authority and are true and correct to the best of my knowledge and belief.

We, the undersigned directors (trustees), attest to the correctness of the Reports of Condition and Income (including the supporting schedules) for this report date and declare that the Reports of Condition and Income have been examined by us and to the best of our knowledge and belief have been prepared in conformance with the instructions issued by the appropriate Federal regulatory authority and are true and correct.

Signature of Chief Financial Officer (or Equivalent)

October 29, 2021

Date of Signature

Director (Trustee)

Director (Trustee)

Director (Trustee)

Submission of Reports

Each bank must file its Reports of Condition and Income (Call Report) data by either:

- Using computer software to prepare its Call Report and then submitting the report data directly to the FFIEC's Central Data Repository (CDR), an Internet-based system for data collection (<https://cdr.ffiec.gov/cdr/>), or
- Completing its Call Report in paper form and arranging with a software vendor or another party to convert the data into the electronic format that can be processed by the CDR. The software vendor or other party then must electronically submit the bank's data file to the CDR.

For technical assistance with submissions to the CDR, please contact the CDR Help Desk by telephone at (888) CDR-3111, by fax at (703) 774-3946, or by e-mail at cdr.help@cdr.ffiec.gov.

To fulfill the signature and attestation requirement for the Reports of Condition and Income for this report date, attach your bank's completed signature page (or a photocopy or a computer generated version of this page) to the hard-copy record of the data file submitted to the CDR that your bank must place in its files.

The appearance of your bank's hard-copy record of the submitted data file need not match exactly the appearance of the FFIEC's sample report forms, but should show at least the caption of each Call Report item and the reported amount.

U.S. Bank National Association

Legal Title of Bank (RSSD 9017)

Cincinnati

City (RSSD 9130)

OH

State Abbreviation (RSSD 9200)

45202

Zip Code (RSSD 9220)

FDIC Certificate Number

6548

(RSSD 9050)

Legal Entity Identifier (LEI)

6BYL5QZYBDK8S7L73M02

(Report only if your institution already has an LEI.) (RCON 9224)

The estimated average burden associated with this information collection is 86.49 hours per respondent and is expected to vary by institution, depending on individual circumstances. Burden estimates include the time for reviewing instructions, gathering and maintaining data in the required form, and completing the information collection, but exclude the time for compiling and maintaining business records in the normal course of a respondent's activities. A Federal agency may not conduct or sponsor, and an organization (or a person) is not required to respond to a collection of information, unless it displays a currently valid OMB control number. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503, and to one of the following: Secretary, Board of Governors of the Federal Reserve System, 20th and C Streets, NW, Washington, DC 20551; Legislative and Regulatory Analysis Division, Office of the Comptroller of the Currency, Washington, DC 20219; Assistant Executive Secretary, Federal Deposit Insurance Corporation, Washington, DC 20429.

Consolidated Report of Income for the period January 1, 2021–September 30, 2021

All Report of Income schedules are to be reported on a calendar year-to-date basis in thousands of dollars.

Schedule RI—Income Statement

	Dollar Amounts in Thousands	RIAD	Amount	
1. Interest income:				
a. Interest and fee income on loans:				
(1) In domestic offices:				
(a) Loans secured by real estate:				
(1) Loans secured by 1–4 family residential properties.....	4435		2,360,591	1.a.(1)(a)(1)
(2) All other loans secured by real estate.....	4436		864,292	1.a.(1)(a)(2)
(b) Loans to finance agricultural production and other loans to farmers.....	4024		17,020	1.a.(1)(b)
(c) Commercial and industrial loans.....	4012		1,635,660	1.a.(1)(c)
(d) Loans to individuals for household, family, and other personal expenditures:				
(1) Credit cards.....	B485		1,700,669	1.a.(1)(d)(1)
(2) Other (includes revolving credit plans other than credit cards, automobile loans, and other consumer loans).....	B486		1,043,222	1.a.(1)(d)(2)
(e) Loans to foreign governments and official institutions.....	4056		0	1.a.(1)(e)
(f) All other loans in domestic offices.....	B487		256,837	1.a.(1)(f)
(2) In foreign offices, Edge and Agreement subsidiaries, and IBFs.....	4059		4,238	1.a.(2)
(3) Total interest and fee income on loans (sum of items 1.a.(1)(a) through 1.a.(2)).....	4010		7,882,529	1.a.(3)
b. Income from lease financing receivables.....	4065		405,223	1.b.
c. Interest income on balances due from depository institutions (1).....	4115		26,712	1.c.
d. Interest and dividend income on securities:				
(1) U.S. Treasury securities and U.S. Government agency obligations (excluding mortgage-backed securities).....	B488		208,242	1.d.(1)
(2) Mortgage-backed securities.....	B489		1,318,652	1.d.(2)
(3) All other securities (includes securities issued by states and political subdivisions in the U.S.).....	4060		197,410	1.d.(3)
e. Interest income from trading assets.....	4069		565	1.e.
f. Interest income on federal funds sold and securities purchased under agreements to resell.....	4020		18	1.f.
g. Other interest income.....	4518		32,369	1.g.
h. Total interest income (sum of items 1.a.(3) through 1.g.).....	4107		10,071,720	1.h.
2. Interest expense:				
a. Interest on deposits:				
(1) Interest on deposits in domestic offices:				
(a) Transaction accounts (interest-bearing demand deposits, NOW accounts, ATS accounts, and telephone and preauthorized transfer accounts).....	4508		15,181	2.a.(1)(a)
(b) Nontransaction accounts:				
(1) Savings deposits (includes MMDAs).....	0093		157,894	2.a.(1)(b)(1)
(2) Time deposits of \$250,000 or less.....	HK03		58,217	2.a.(1)(b)(2)
(3) Time deposits of more than \$250,000.....	HK04		12,607	2.a.(1)(b)(3)
(2) Interest on deposits in foreign offices, Edge and Agreement subsidiaries, and IBFs.....	4172		1,376	2.a.(2)
b. Expense of federal funds purchased and securities sold under agreements to repurchase.....	4180		1,195	2.b.
c. Interest on trading liabilities and other borrowed money.....	4185		224,129	2.c.

1. Includes interest income on time certificates of deposit not held for trading.

Schedule RI—Continued

Dollar Amounts in Thousands		Year-to-date		
		RIAD	Amount	
2. Interest expense (continued):				
d. Interest on subordinated notes and debentures.....		4200	73,601	2.d.
e. Total interest expense (sum of items 2.a through 2.d).....		4073	544,200	2.e.
3. Net interest income (item 1.h minus 2.e).....	4074		9,527,520	3.
4. Provision for loan and lease losses ⁽¹⁾	JJ33		(1,149,688)	4.
5. Noninterest income:				
a. Income from fiduciary activities ⁽²⁾		4070	1,114,813	5.a.
b. Service charges on deposit accounts.....		4080	912,602	5.b.
c. Trading revenue ⁽³⁾		A220	148,624	5.c.
d. Income from securities-related and insurance activities:				
(1) Fees and commissions from securities brokerage.....		C886	224,631	5.d.(1)
(2) Investment banking, advisory, and underwriting fees and commissions.....		C888	8,677	5.d.(2)
(3) Fees and commissions from annuity sales.....		C887	0	5.d.(3)
(4) Underwriting income from insurance and reinsurance activities.....		C386	480	5.d.(4)
(5) Income from other insurance activities.....		C387	1	5.d.(5)
e. Venture capital revenue.....		B491	0	5.e.
f. Net servicing fees.....		B492	(3,084)	5.f.
g. Net securitization income.....		B493	0	5.g.
h. Not applicable				
i. Net gains (losses) on sales of loans and leases.....		5416	1,347,420	5.i.
j. Net gains (losses) on sales of other real estate owned.....		5415	2,346	5.j.
k. Net gains (losses) on sales of other assets ⁽⁴⁾		B496	99,774	5.k.
l. Other noninterest income*.....		B497	3,430,908	5.l.
m. Total noninterest income (sum of items 5.a through 5.l).....	4079		7,287,192	5.m.
6. a. Realized gains (losses) on held-to-maturity securities.....	3521		0	6.a.
b. Realized gains (losses) on available-for-sale debt securities.....	3196		87,643	6.b.
7. Noninterest expense:				
a. Salaries and employee benefits.....		4135	6,286,192	7.a.
b. Expenses of premises and fixed assets (net of rental income) (excluding salaries and employee benefits and mortgage interest).....		4217	767,891	7.b.
c. (1) Goodwill impairment losses.....		C216	0	7.c.(1)
(2) Amortization expense and impairment losses for other intangible assets.....		C232	118,535	7.c.(2)
d. Other noninterest expense*.....		4092	2,716,948	7.d.
e. Total noninterest expense (sum of items 7.a through 7.d).....	4093		9,889,566	7.e.
8. a. Income (loss) before change in net unrealized holding gains (losses) on equity securities not held for trading, applicable income taxes, and discontinued operations (item 3 plus or minus items 4, 5.m, 6.a, 6.b, and 7.e).....	HT69		8,162,477	8.a.
b. Change in net unrealized holding gains (losses) on equity securities not held for trading ⁽⁵⁾	HT70		4	8.b.
c. Income (loss) before applicable income taxes, and discontinued operations (sum of items 8.a and 8.b).....	4301		8,162,481	8.c.
9. Applicable income taxes (on item 8.c).....	4302		1,766,863	9.
10. Income (loss) before discontinued operations (item 8.c minus item 9).....	4300		6,395,618	10.
11. Discontinued operations, net of applicable income taxes*.....	FT28		0	11.

* Describe on Schedule RI-E—Explanations.

- Institutions that have adopted ASU-2016-13 should report in item 4 the provisions for credit losses on all financial assets and off-balance-sheet credit exposures that fall within the scope of the standard.
- For banks required to complete Schedule RC-T, items 14 through 22, income from fiduciary activities reported in Schedule RI, item 5.a, must equal the amount reported in Schedule RC-T, item 22.
- For banks required to complete Schedule RI, Memorandum item 8, trading revenue reported in Schedule RI, item 5.c, must equal the sum of Memorandum items 8.a through 8.e.
- Exclude net gains (losses) on sales of trading assets and held-to-maturity and available-for-sale debt securities.
- Item 8.b is to be completed by all institutions. See the instructions for this item and the Glossary entry for "Securities Activities" for further detail on accounting for investments in equity securities.

Schedule RI—Continued

Dollar Amounts in Thousands			Year-to-date		
			RIAD	Amount	
12. Net income (loss) attributable to bank and noncontrolling (minority) interests (sum of items 10 and 11).....	G104	6,395,618			12.
13. LESS: Net income (loss) attributable to noncontrolling (minority) interests (if net income, report as a positive value; if net loss, report as a negative value).....	G103	17,866			13.
14. Net income (loss) attributable to bank (item 12 minus item 13).....	4340	6,377,752			14.

Memoranda

Dollar Amounts in Thousands			Year-to-date		
			RIAD	Amount	
1. Interest expense incurred to carry tax-exempt securities, loans, and leases acquired after August 7, 1986, that is not deductible for federal income tax purposes.....	4513	5,053			M.1.
<i>Memorandum item 2 is to be completed by banks with \$1 billion or more in total assets ⁽¹⁾</i>					
2. Income from the sale and servicing of mutual funds and annuities in domestic offices (included in Schedule RI, item 8).....	8431	175,224			M.2.
3. Income on tax-exempt loans and leases to states and political subdivisions in the U.S. (included in Schedule RI, items 1.a and 1.b).....	4313	115,395			M.3.
4. Income on tax-exempt securities issued by states and political subdivisions in the U.S. (included in Schedule RI, item 1.d.(3)).....	4507	193,403			M.4.
5. Number of full-time equivalent employees at end of current period (round to nearest whole number).....	4150	67,020			M.5.
6. Not applicable					
7. If the reporting institution has applied push down accounting this calendar year, report the date of the institution's acquisition (see instructions) ⁽²⁾	9106	00000000			M.7.
8. Trading revenue (from cash instruments and derivative instruments) (sum of Memorandum items 8.a through 8.e must equal Schedule RI, item 5.c):					
<i>Memorandum items 8.a through 8.e are to be completed by banks that reported total trading assets of \$10 million or more for any quarter of the preceding calendar year.</i>					
a. Interest rate exposures.....	8757	82,150			M.8.a.
b. Foreign exchange exposures.....	8758	69,064			M.8.b.
c. Equity security and index exposures.....	8759	0			M.8.c.
d. Commodity and other exposures.....	8760	0			M.8.d.
e. Credit exposures.....	F186	(2,590)			M.8.e.
<i>Memorandum items 8.f through 8.h are to be completed by banks with \$100 billion or more in total assets that are required to complete Schedule RI, Memorandum items 8.a through 8.e, above. ⁽³⁾</i>					
f. Impact on trading revenue of changes in the creditworthiness of the bank's derivatives counterparties on the bank's derivative assets (year-to-date changes) (included in Memorandum items 8.a through 8.e above):					
(1) Gross credit valuation adjustment (CVA).....	FT36	17,678			M.8.f.(1)
(2) CVA hedge.....	FT37	(13,040)			M.8.f.(2)

- For the \$1 billion asset-size test for report dates through December 31, 2021, an institution may use the lesser of the total assets reported in its Report of Condition as of December 31, 2019, or June 30, 2020.
- Report the date in YYYYMMDD format. For example, a bank acquired on March 1, 2021, would report 20210301.
- The \$100 billion asset-size test is based on the total assets reported in the June 30, 2020, Report of Condition.

Schedule RI—Continued

Memoranda—Continued

Memoranda—Continued		Dollar Amounts in Thousands		Year-to-date		
		RIAD	Amount			
g. Impact on trading revenue of changes in the creditworthiness of the bank on the bank's derivative liabilities (year-to-date changes) (included in Memorandum items 8.a through 8.e above):						
(1) Gross debit valuation adjustment (DVA).....		FT38	8,268			M.8.g.(1)
(2) DVA hedge.....		FT39	(3,591)			M.8.g.(2)
h. Gross trading revenue, before including positive or negative net CVA and net DVA.....		FT40	50,004			M.8.h.
<i>Memorandum items 9.a and 9.b are to be completed by banks with \$10 billion or more in total assets (1)</i>						
9. Net gains (losses) recognized in earnings on credit derivatives that economically hedge credit exposures held outside the trading account:						
a. Net gains (losses) on credit derivatives held for trading.....		C889	(870)			M.9.a.
b. Net gains (losses) on credit derivatives held for purposes other than trading.....		C890	0			M.9.b.
10. Credit losses on derivatives (see instructions).....		A251	296			M.10.
11. Does the reporting bank have a Subchapter S election in effect for federal income tax purposes for the current tax year?.....		RIAD	Yes	No		
		A530		X		M.11.
<i>Memorandum item 12 is to be completed by banks that are required to complete Schedule RC-C, Part I, Memorandum items 8.b and 8.c. and is to be completed semiannually in the June and December Reports only.</i>						
12. Noncash income from negative amortization on closed-end loans secured by 1–4 family residential properties (included in Schedule RI, item 1.a.(1)(a)(1)).....		RIAD	Amount			
		F228	NA			M.12.
<i>Memorandum item 13 is to be completed by banks that have elected to account for assets and liabilities under a fair value option.</i>						
13. Net gains (losses) recognized in earnings on assets and liabilities that are reported at fair value under a fair value option:						
a. Net gains (losses) on assets.....		F551	(192,622)			M.13.a.
(1) Estimated net gains (losses) on loans attributable to changes in instrument-specific credit risk.....		F552	(4)			M.13.a.(1)
b. Net gains (losses) on liabilities.....		F553	0			M.13.b.
(1) Estimated net gains (losses) on liabilities attributable to changes in instrument-specific credit risk.....		F554	0			M.13.b.(1)
14. Other-than-temporary impairment losses on held-to-maturity and available-for-sale debt securities recognized in earnings (included in Schedule RI, items 6.a and 6.b)(2).....		J321	NA			M.14.
<i>Memorandum item 15 is to be completed by institutions with \$1 billion or more in total assets (1) that answered "Yes" to Schedule RC-E, Part I, Memorandum item 5.</i>						
15. Components of service charges on deposit accounts in domestic offices (sum of Memorandum items 15.a through 15.d must equal Schedule RI, item 5.b):						
a. Consumer overdraft-related service charges levied on those transaction account and nontransaction savings account deposit products intended primarily for individuals for personal, household, or family use		H032	241,972			M.15.a.
b. Consumer account periodic maintenance charges levied on those transaction account and nontransaction savings account deposit products intended primarily for individuals for personal, household, or family use		H033	145,702			M.15.b.
c. Consumer customer automated teller machine (ATM) fees levied on those transaction account and nontransaction savings account deposit products intended primarily for individuals for personal, household, or family use		H034	25,893			M.15.c.
d. All other service charges on deposit accounts.....		H035	499,035			M.15.d.

1. For the \$1 billion and \$10 billion asset-size tests for report dates through December 31, 2021, an institution may use the lesser of the total assets reported in its Report of Condition as of December 31, 2019, or June 30, 2020.

2. Memorandum item 14 is to be completed only by institutions that have not adopted ASU 2016-13.

Consolidated Report of Condition for Insured Banks and Savings Associations for September 30, 2021

All schedules are to be reported in thousands of dollars. Unless otherwise indicated, report the amount outstanding as of the last business day of the quarter.

Schedule RC—Balance Sheet

Dollar Amounts in Thousands		RCFD	Amount	
Assets				
1. Cash and balances due from depository institutions (from Schedule RC-A):				
a. Noninterest-bearing balances and currency and coin ⁽¹⁾	0081		5,107,987	1.a.
b. Interest-bearing balances ⁽²⁾	0071		58,607,523	1.b.
2. Securities:				
a. Held-to-maturity securities (from Schedule RC-B, column A) ⁽³⁾	JJ34		0	2.a.
b. Available-for-sale debt securities (from Schedule RC-B, column D)	1773		147,997,142	2.b.
c. Equity securities with readily determinable fair values not held for trading ⁽⁴⁾	JA22		2,967	2.c.
3. Federal funds sold and securities purchased under agreements to resell:				
a. Federal funds sold in domestic offices	RCON B987		22,403	3.a.
b. Securities purchased under agreements to resell ^(5,6)	RCFD B989		0	3.b.
4. Loans and lease financing receivables (from Schedule RC-C):	RCFD			
a. Loans and leases held for sale	5369		6,190,540	4.a.
b. Loans and leases held for investment	RCFD B528		297,607,776	4.b.
c. LESS: Allowance for loan and lease losses ⁽⁷⁾	RCFD 3123		5,792,321	4.c.
d. Loans and leases held for investment, net of allowance (item 4.b minus 4.c)	B529		291,815,455	4.d.
5. Trading assets (from Schedule RC-D)	3545		2,646,000	5.
6. Premises and fixed assets (including capitalized leases)	2145		3,260,022	6.
7. Other real estate owned (from Schedule RC-M)	2150		16,700	7.
8. Investments in unconsolidated subsidiaries and associated companies	2130		108,583	8.
9. Direct and indirect investments in real estate ventures	3656		0	9.
10. Intangible assets (from Schedule RC-M)	2143		13,529,305	10.
11. Other assets (from Schedule RC-F) ⁽⁶⁾	2160		27,506,020	11.
12. Total assets (sum of items 1 through 11)	2170		556,810,647	12.

- Includes cash items in process of collection and unposted debits.
- Includes time certificates of deposit not held for trading.
- Institutions that have adopted ASU 2016-13 should report in item 2.a amounts net of any applicable allowance for credit losses, and item 2.a should equal Schedule RC-B, item 8, column A, less Schedule RI-B, Part II, item 7, column B.
- Item 2.c is to be completed by all institutions. See the instructions for this item and the Glossary entry for "Securities Activities" for further detail on accounting for investments in equity securities.
- Includes all securities resale agreements, regardless of maturity.
- Institutions that have adopted ASU 2016-13 should report in items 3.b and 11 amounts net of any applicable allowance for credit losses.
- Institutions that have adopted ASU 2016-13 should report in item 4.c the allowance for credit losses on loans and leases.

Schedule RC—Continued

Dollar Amounts in Thousands				RCN	Amount	
Liabilities						
13. Deposits:						
a. In domestic offices (sum of totals of columns A and C from Schedule RC-E, Part I).....				2200	431,477,519	13.a.
(1) Noninterest-bearing ⁽¹⁾				RCN 6631	136,009,530	13.a.(1)
(2) Interest-bearing.....				RCN 6636	295,467,989	13.a.(2)
b. In foreign offices, Edge and Agreement subsidiaries, and IBFs				RCFN		
(from Schedule RC-E, Part II).....				2200	18,148,130	13.b.
(1) Noninterest-bearing.....				RCFN 6631	246,020	13.b.(1)
(2) Interest-bearing.....				RCFN 6636	17,902,110	13.b.(2)
14. Federal funds purchased and securities sold under agreements to repurchase:						
a. Federal funds purchased in domestic offices ⁽²⁾				RCN B993	1,178,459	14.a.
b. Securities sold under agreements to repurchase ⁽³⁾				RCFD B995	838,416	14.b.
15. Trading liabilities (from Schedule RC-D).....				RCFD 3548	1,136,642	15.
16. Other borrowed money (includes mortgage indebtedness) (from Schedule RC-M)....				RCFD 3190	33,001,952	16.
17. and 18. Not applicable				RCFD		
19. Subordinated notes and debentures ⁽⁴⁾.....				3200	3,600,000	19.
20. Other liabilities (from Schedule RC-G).....				2930	14,733,477	20.
21. Total liabilities (sum of items 13 through 20).....				2948	504,114,595	21.
22. Not applicable						
Equity Capital						
Bank Equity Capital						
23. Perpetual preferred stock and related surplus.....				3838	0	23.
24. Common stock.....				3230	18,200	24.
25. Surplus (exclude all surplus related to preferred stock).....				3839	14,266,915	25.
26. a. Retained earnings.....				3632	39,337,598	26.a.
b. Accumulated other comprehensive income ⁽⁵⁾				B530	(1,731,571)	26.b.
c. Other equity capital components ⁽⁶⁾				A130	0	26.c.
27. a. Total bank equity capital (sum of items 23 through 26.c).....				3210	51,891,142	27.a.
b. Noncontrolling (minority) interests in consolidated subsidiaries.....				3000	804,910	27.b.
28. Total equity capital (sum of items 27.a and 27.b).....				G105	52,696,052	28.
29. Total liabilities and equity capital (sum of items 21 and 28).....				3300	556,810,647	29.

1. Includes noninterest-bearing demand, time, and savings deposits.

2. Report overnight Federal Home Loan Bank advances in Schedule RC, item 16, "Other borrowed money."

3. Includes all securities repurchase agreements, regardless of maturity.

4. Includes limited-life preferred stock and related surplus.

5. Includes, but is not limited to, net unrealized holding gains (losses) on available-for-sale securities, accumulated net gains (losses) on cash flow hedges, cumulative foreign currency translation adjustments, and accumulated defined benefit pension and other postretirement plan adjustments.

6. Includes treasury stock and unearned Employee Stock Ownership Plan shares.

Schedule RC—Continued

Memoranda

To be reported with the March Report of Condition.

1. Indicate in the box at the right the number of the statement below that best describes the most comprehensive level of auditing work performed for the bank by independent external auditors as of any date during 2020.....

RCFD	Number
6724	NA

M.1.

1a = An integrated audit of the reporting institution's financial statements and its internal control over financial reporting conducted in accordance with the standards of the American Institute of Certified Public Accountants (AICPA) or Public Company Accounting Oversight Board (PCAOB) by an independent public accountant that submits a report on the institution

1b = An audit of the reporting institution's financial statements only conducted in accordance with the auditing standards of the AICPA or the PCAOB by an independent public accountant that submits a report on the institution

2a = An integrated audit of the reporting institution's parent holding company's consolidated financial statements and its internal control over financial reporting conducted in accordance with the standards of the AICPA or the PCAOB by an independent public accountant that submits a report on the consolidated holding company (but not on the institution separately)

2b = An audit of the reporting institution's parent holding company's consolidated financial statements only conducted in accordance with the auditing standards of the AICPA or the PCAOB by an independent public accountant that submits a report on the consolidated holding company (but not on the institution separately)

3 = This number is not to be used

4 = Directors' examination of the bank conducted in accordance with generally accepted auditing standards by a certified public accounting firm (may be required by state-chartering authority)

5 = Directors' examination of the bank performed by other external auditors (may be required by state-chartering authority)

6 = Review of the bank's financial statements by external auditors

7 = Compilation of the bank's financial statements by external auditors

8 = Other audit procedures (excluding tax preparation work)

9 = No external audit work

To be reported with the March Report of Condition.

2. Bank's fiscal year-end date (report the date in MMDD format).....

RCON	Date
8678	NA

M.2.

Big Horn Federal



December 13, 2021

City of Cody
Attn: Leslie Brumage, Finance Officer
PO Box 2200
Cody, WY 82414

Dear Ms. Brumage:

Big Horn Federal would like to provide our services to you as a public funds depositor. We offer a variety of checking account products, savings account products as well as term deposit accounts for those public funds depositors that take advantage of the bidding process.

We can provide safekeeping receipts of government guaranteed securities for the uninsured amount of monies that you bid or otherwise have on deposit. These receipts come directly to you on a timely basis from a third party escrow agent or from the Federal Home Loan Bank of Des Moines. Big Horn Federal would act jointly with the depositor any time a change is made to the collateral position. This insures the safety of the depositor and secures the collateral pledge.

Please let this letter serve as our formal request to be designated as a depository for the 2022 fiscal year. A resolution was adopted in December 2021 by our Board of Directors and is enclosed. I look forward to the opportunity to bid your funds and be of service to you!

Sincerely,
Big Horn Federal Savings Bank

Scott Petersen
Branch Manager



Greybull Branch
P.O. Box 471
Greybull, WY 82426
ph: 307.765.4412

Powell Branch
P.O. Box 821
Powell, WY 82435
ph: 307.754.9501

Thermopolis Branch
643 Broadway St.
Thermopolis, WY 82443
ph: 307.864.2156

Cody Branch
1701 Stampede Ave.
Cody, WY 82414
ph: 307.587.5521

Worland Branch
P.O. Box 1239
Worland, WY 82401
ph: 307.347.6196

Lovell Branch
P.O. Box 218
Lovell, WY 82431
ph: 307.548.2703

bighornfederal.com

RESOLUTION

WHEREAS, it is necessary for Big Horn Federal Savings Bank to properly secure the CITY OF CODY monies deposited to the bank by the political division or subdivision, hereinafter called the Treasurer; and

WHEREAS, no deposit will be made in the bank by the Treasurer unless the deposit is properly secured, and the giving of proper security is one of the considerations for receiving the deposits; and

WHEREAS, the Treasurer may, when furnished proper security, carry an unlimited balance with the bank as provided for in the Bylaws of the political division or subdivision; and

WHEREAS, the Treasurer is willing to receive securities designated by laws of Wyoming as legal collateral security as security for the deposit;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the depository bank that any one of the following named persons, officers of the bank are authorized and empowered to pledge to the Treasurer of the state or political subdivision securities of this bank which are legal for collateral security for deposit of public funds, and which the Treasurer is willing to accept as collateral security, and in amounts and at the time the Treasurer and bank officers agree upon;

John J. Coyne, III - CEO and President

Shalene Cheatham - Secretary-Treasurer

BE IF FURTHER RESOLVED that this authority given to the officers of the bank named herein to furnish collateral security to the Treasurer shall be continuing and shall be binding upon the bank until the authority given to the bank officers named herein is revoked or superseded by another resolution of this Board of Directors, verified copy of which shall be delivered by a representative of the bank to the Treasurer or mailed to the Treasurer by registered mail. The right given the officers named herein to pledge security as collateral also included the right to give additional collateral security and to withdraw such collateral as the Treasurer is willing to surrender and the right to substitute one piece or lot of collateral for another, provided the Treasurer is willing to make such exchange or substitution.

BE IT FURTHER RESOLVED that the bank's officers named herein are fully authorized and empowered to execute in the name of the bank such collateral pledge agreement in favor of the Treasurer as the Treasurer requires, and any collateral pledge agreement executed or any act done by the bank's officers named herein under the authority of the Resolution shall be as binding and effective upon this bank as though authorized by specific Resolution of the Board of Directors of the Bank.

CEO and President

Secretary-Treasurer

DATED: November 17, 2021

Middle Market COO
Public Funds Collateral Management Team
333 Market St 4th Floor, MAC A0109-040
San Francisco, CA 94105
publicfundscollateral@wellsfargo.com



December 07, 2021

Attn: Leslie Brummage
City of Cody
PO Box 2200
Attn: Leslie Brummage
Cody, WY 82414

RE: APPLICATION FOR DEPOSIT OF PUBLIC FUNDS

To Whom It May Concern:

Pursuant to the requirements of Wyoming Statutes 1977, Section 9-4-818, formal application is hereby made by Wells Fargo Bank, Nation Association, a national banking association in the State of Wyoming, to be designated a depository for City of Cody.

Wells Fargo is prepared to pledge the following described securities as provided in Wyoming Statutes 1977, Section 9-4-821, to be assigned to and deposited with the Treasurer, City of Cody, as security for the safekeeping and prompt payment of all public monies that may be deposited with it by the Treasurer, City of Cody, and for the faithful performance of its duties under the law as such depository.

If you need any additional information, please feel free to contact me in Public Funds Collateral Unit at 1-877-479-6603. Thank you.

Dated this 7 December 2021

Wells Fargo Bank, N.A.

A handwritten signature in cursive script, appearing to read "Sheila Lynch".

Sheila Lynch
Vice President
Public Funds Collateral
Management Team



SECRETARY'S CERTIFICATE
WELLS FARGO BANK, NATIONAL ASSOCIATION

I, Patricia A. Ruedenberg, an Assistant Secretary of Wells Fargo Bank, National Association (the "Bank") hereby certify that, pursuant to the authority delegated to Petros "Perry" G. Pelos, a Senior Executive Vice President of the Bank (the "Authorized Individual"), by the Executive Committee of the Board of Directors of the Bank on November 1, 2016, the following resolution was duly adopted by written consent of the Authorized Individual effective as of October 28, 2021, and that said resolution has not been rescinded or modified and is now in full force and effect:

Resolution Regarding Approval of Contracts
Regarding Depository Services

WHEREAS, Wells Fargo Bank, National Association (the "Bank") has been awarded contracts for banking services by the Contract Holders listed on Exhibit A, each of which has custody and control of public funds (each, a "Contract Holder"); and

WHEREAS, the banking services provided by the Bank include serving as a depository for the public funds of the Contract Holder; and

WHEREAS, applicable law requires the Bank to pledge certain eligible securities for the benefit of each Contract Holder as collateral to secure deposits of its public funds with the Bank; and

WHEREAS, the Bank, having the full right, power and authority to enter into a contract with the Contract Holder providing for the collateralization of public fund deposits and third-party custody of eligible securities securing such public funds (each, a "Contract"), desires to enter into a Contract with each Contract Holder; and

WHEREAS, Section 13(e) of the Federal Deposit Insurance Act, 12 U.S.C. § 1823(e), as amended by the Financial Institutions Reform, Recovery and Enforcement Act of 1989, requires that the approval of each Contract by the Bank's Board of Directors or loan committee be reflected in the minutes of the board or committee, and requires that each Contract be and remain an official record of the Bank in order that each Contract be valid against the rights of the Federal Deposit Insurance Corporation.

NOW, THEREFORE, BE IT RESOLVED, that the appropriate officers of the Bank be, and the same hereby are, authorized and directed to execute each Contract on behalf of the Bank, to maintain this Resolution and each Contract as official records of the Bank, and to take all actions and to execute all such documents as such officers may deem necessary or desirable to carry out the intents and purposes of the foregoing resolution.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of the Bank on this 2nd day of November, 2021.



Patricia A. Ruedenberg
Patricia A. Ruedenberg
Wells Fargo Bank, National Association
Assistant Secretary

**SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of December 23, 2021 ("Effective Date") between
CITY OF CODY, WYOMING ("Owner") and ENGINEERING ASSOCIATES ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows: Cody Auditorium – Fire Suppression Project ("Project").

Engineer's services under this Agreement are generally identified as follows: Design a waterline installation for 200 lf +/- of PVC pipe from an existing 8-inch waterline in 13th Street, west in the alley to provide fire projection to the Cody Auditorium. This scope also includes structural engineering, design, bidding, and construction administration as detailed in Appendix 2 ("Services").

Owner's responsibilities under this Agreement are generally identified as follows: Assist with any contractor negotiations, utility locates, and construction administration.

Owner and Engineer further agree as follows:

1.01 *Basic Agreement and Period of Service*

- A. Engineer shall provide or furnish the Services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above ("Additional Services").
- B. Engineer shall complete its Services within the following specific time period: Complete design by February 20, 2022 for construction of the DEQ approved waterline installed by the City Crew in the late spring and fire suppression designed by April 30th, for construction in early summer. Engineer shall complete its Services within a reasonable period of time if progress is impeded by unforeseen issues.
- C. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are delayed or suspended, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

2.01 *Payment Procedures*

- A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and (2) in addition Engineer may, after giving seven days written notice to Owner, suspend Services under this Agreement until

Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.

- B. *Payment:* As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in Paragraphs 2.01, 2.02 (Services), and 2.03 (Additional Services). If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

2.02 *Basis of Payment—Hourly Rates Plus Reimbursable Expenses*

- A. Owner shall pay Engineer for Services as follows:
1. An amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class, plus reimbursement of expenses incurred in connection with providing the Services and Engineer's consultants' charges, if any.
 2. Engineer's Standard Hourly Rates are attached as Appendix 1.
 3. The total compensation for Services and reimbursable expenses is not to exceed \$ 24,000 for scope work as requested by Owner.

2.03 *Additional Services:* For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by each class of Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached as Appendix 1.

3.01 *Termination*

- A. The obligation to continue performance under this Agreement may be terminated:
1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.
 - b. By Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's Services are delayed for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 5.01.i.
 - c. Engineer shall have no liability to Owner on account of a termination for cause by Engineer.

- d. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

- B. In the event of any termination under Paragraph 3.01.A, Engineer will be entitled to invoice Owner and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and Engineer's consultants' charges, if any. Engineer's charges shall include efforts necessary to assemble and deliver project materials to Owner.

4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 *General Considerations*

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

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

- G. Owner and Engineer may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- ~~H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$20,000 or the total amount of compensation received by Engineer, whichever is greater. Upon written request from Owner, Engineer may negotiate a higher limitation of liability amount with a corresponding additional fee.~~
- I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- K. This Agreement is to be governed by the law of the state in which the Project is located.
- L. Engineer's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

6.01 *Total Agreement*

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

Definitions

- B. **Constructor**—Any person or entity (not including the Engineer, its employees, agents, representatives, and consultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

- C. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

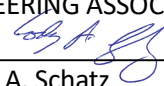
Attachments:

Appendix 1 - Engineer's Standard Hourly Rates

Appendix 2 - Engineer's Scope of Services

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: City of Cody, Wyoming
Signed By: _____
Print name: Matt Hall
Title: Mayor
Date Signed: _____

Engineer: ENGINEERING ASSOCIATES
Signed By: 
Print name: Cody A. Schatz
Title: CFO
Date Signed: December 23, 2021

Professional Engineer License No.: WY PE&LS 12094

Address for giving notices:

P.O. Drawer 2200
1338 Rumsey Avenue
Cody, Wyoming 82414
(307) 527-7511

Address for giving notices:

P.O. Box 1900
902 13th Street
Cody, Wyoming 82414
(307) 587-4911



ENGINEERING ASSOCIATES

Engineering Wyoming and the Rockies
CODY, POWELL, THERMOPOLIS, SARATOGA & LARAMIE

FEE SCHEDULE

January 1, 2021

HOURLY RATES

ENGINEERING AND SURVEYING SERVICES

Per Hour

Engineer's Aide	\$ 66
Resident Project Representative 1	\$ 77
Resident Project Representative 2	\$ 83
Resident Project Representative 3	\$ 91
Resident Project Representative 4	\$ 98
Resident Project Representative 5	\$104
Technician 1	\$ 77
Technician 2	\$ 83
Technician 3	\$ 91
Technician 4	\$ 98
Technician 5	\$104
Engineer-in-Training 1	\$109
Engineer-in-Training 2	\$114
Engineer 1 / Hydrogeologist 1	\$124
Engineer 2 / Hydrogeologist 2	\$133
Engineer 3 / Hydrogeologist 3	\$145
Engineer 4 / Hydrogeologist 4	\$150
Engineer 5 / Hydrogeologist 5	\$158
Surveyor's Aide	\$ 66
Survey Technician 1	\$ 77
Survey Technician 2	\$ 83
Survey Technician 3	\$ 91
Survey Technician 4	\$ 98
Survey Technician 5	\$104
Land Surveyor-in-Training 1	\$109
Land Surveyor-in-Training 2	\$114
Land Surveyor 1	\$124
Land Surveyor 2	\$133
Land Surveyor 3	\$145
Land Surveyor 4	\$150

PROJECT MANAGEMENT SERVICES

Project Manager 1	\$152
Project Manager 2	\$173

SUPPORT SERVICES

Administrative Assistant 1	\$ 63
Administrative Assistant 2	\$ 65
Administrative Assistant 3	\$ 71
CAD Technician 1	\$ 83
CAD Technician 2	\$ 91
CAD Technician 3	\$ 98
CAD Technician 4	\$104

Travel time will be charged at the hourly rates shown above. If personnel are worked over 40 hours per week to maintain the client's schedule (or if required to match the Contractor's schedule), the time in excess of 40 hours per week will be billed at the rates shown above plus 1.5 times the overtime premium paid to the personnel. The technology reimbursable software, equipment, material charge is assessed per man-hour worked on a project. Litigation services and support services in preparation and expert witness duties will be billed at \$270 per hour.

(Continued)

FEE SCHEDULE (CONTINUED)

January 1, 2021

REIMBURSABLE EXPENSES

EQUIPMENT CHARGES

Survey - Total Station, Laser or Digital Level, Handheld GPS	\$ 20.00 per Hour
Survey - Global Positioning System (GPS) or Robotic Station	\$ 60.00 per Hour
Technology – Computer/Cell Phone/Software/Incidentals	6% of Hourly Fee
Vehicle - All Terrain – Rhino or Four-Wheeler	\$200.00 per Day
Vehicle – Highway (IRS Rate \$0.58)	\$ 0.85 per Mile
Vehicle – Day Rate (in lieu of mileage)	\$ 25.00 per Day

MISCELLANEOUS CHARGES

Subsistence and Lodging	\$80 to \$220 per Person/Day
-------------------------	------------------------------

Commercial travel, meals, lodging, telephone, cell phone, records, printing, and other vendor services will be charged for at commercial or cost rates.

Subconsultant services will be charged at a rate of 1.10 times the billed rate.

COPYING AND ELECTRONIC SCANNING

Copies - 8 ½" x 11" and 8 ½" x 14"	\$ 0.15 Each
Copies – 11" x 17"	\$ 0.50 Each
Color Copies – 8 ½" x 11" and 8 ½" x 14"	\$ 1.50 Each
Color Copies – 11" x 17"	\$ 2.00 Each
Black and White Prints – Up to 24" x 36"	\$ 7.50 per Sheet
Color Prints – Up to 24" x 36"	\$ 15.00 per Sheet
Scanned Drawing to Electronic File	\$ 12.00 Each Drawing
Reduction, Enlargement, or Exact Scale of Scanned Drawings	\$ 5.00 Each Drawing
CD of Scanned Drawings (Electronic Files)	\$ 5.00 Each
Other Reproducible Media (i.e. Mylar, Vellum) or Larger Prints	\$ 15.00 Each

TESTING

Density Testing	\$ 25.00 Each
Concrete Cylinder Break w/Mold	\$ 35.00 Each
Asphalt or Concrete Cores	\$ 40.00 Each
Pressure Recorder	\$ 30.00 per Day
Holiday or Adhesion Testing	\$ 30.00 per Day
Dry Film Thickness Testing	\$ 60.00 per Day
Turbidimeter	\$ 60.00 per Day
Current Velocity Meter and Datalogger	\$ 120.00 per Day
Bac-T Testing	\$ 25.00 Each/Friday \$100

SURVEYING MATERIALS

Stake, Hub, Lath, Spike, Nail or Shiner	\$ 2.00 Each
Rebar (#5 x 24")	\$ 2.50 Each
Conduit (½" x 5' EMT)	\$ 4.00 Each
Paint (per can)	\$ 5.00 Each
Steel Fence Post	\$ 10.00 Each
Aerial Targets; Special Materials	Negotiated

SURVEYING MONUMENTS

1½", 2" and 2½" Aluminum Cap and Rebar	\$ 17.50 Each
¾" Brass Cap and Pipe	\$ 100.00 Each
¾" WYDOT Markers	Negotiated

If paying by credit card, fees may apply

CIVIL CONSULTANT SCOPE OF SERVICES – CODY AUDITORIUM FIRE SUPPRESSION, CODY, WY:

1. Site Survey and Site Plan
 - 1.1. Survey the surface features of the proposed utility corridor, existing ground elevations, and buried utilities as marked by “Wyoming One Call”. This survey will also include all pertinent adjacent improvements to the project site.
 - 1.2. Insert survey data into an AutoCad drawing on City of Cody datum. The final map will present all of the features described above, along with existing one-foot interval contours.
 - 1.3. Show found property markers on the plan.
2. Structural Engineering
 - 2.1. Review existing floor and rafter system to verify that fire suppression system can be constructed as designed.
 - 2.2. This task does not include engineering fees associated if additional walls or supports will be needed to complete construction.
3. DEQ permit and Construction Plans
 - 3.1. Prepare plan/profile construction drawings, details, and a project manual suitable for construction of a fire suppression system at the existing Cody Auditorium Building.
 - 3.2. Complete WDEQ permit application for submission to DEQ for a Permit to Construct for the new fire line.
 - 3.3. Provide administrative support through the bidding process, including facilitating a pre-bid meeting, addenda as needed, and the bid opening process.
 - 3.4. Prepare a bid tab and other supporting documentation as needed for Cody Public Works to make a recommendation of award to City Council.
4. Provide Construction administration and testing
 - 4.1. Provide administrative support through the construction portion of the project, field inspections, and provide compaction testing on waterline install.
 - 4.2. Provide chlorine testing, pressure testing, and bac-T testing on new waterline install.
 - 4.3. Provide WDEQ permit close out paperwork.
 - 4.4. Provide as-built drawings of completed project

**TOTAL CIVIL CONSULTANT FEE ESTIMATE: \$ _24,000
(NOT-TO-EXCEED)**

SCHEDULE FOR DESIGN COMPLETION – READY TO ADVERTISE FOR BIDS: April 30, 2022

MEETING DATE:	JANUARY 4, 2022
DEPARTMENT:	COMMUNITY DEVELOPMENT
PREPARED BY:	TODD STOWELL
CITY ADM. APPROVAL:	_____
PRESENTED BY:	TODD STOWELL

AGENDA ITEM SUMMARY REPORT

The Final Plat of the Mountain View 29 Subdivision

ACTIONS TO BE TAKEN

Approve the final plat and construction plans for the Mountain View 29 Subdivision, a 15-lot subdivision, subject to conditions of approval.

SUMMARY

Gary Lee of Mountain View 29, LLC has submitted the final plat application for a 15-lot subdivision identified as the Mountain View 29 Subdivision. The property is zoned R-3 and is currently developed with a single 4-plex in the northeast corner. The rest of the property is vacant. Lots 1-14 are intended for single-family residences and Lot 15 is planned for 18 townhouses, arranged as four 4-plexes and a duplex. All proposed lots will be served with all standard utilities and a public street.



The Planning and Zoning Board accepted the staff recommendation unanimously and the applicant is agreeable to all listed conditions of approval.

SUBDIVISION REGULATIONS

The subdivision ordinance requirements were reviewed with the preliminary plat approval. The following subdivision variances were granted:

1. To not require the public street connection to Holler Avenue indicated in the master plan.
2. To waive the alley requirement.
3. To allow use of the updated master plan street section and corresponding reduction in right-of-way width.
4. To not require a note about participation in a future road improvement district for 29th Street or Mountain View Avenue.

AGENDA ITEM NO. _____

Status of Preliminary Plat Conditions:

The conditions of the preliminary plat approval are listed below, with the status of each.

1. The private driveway on Lot 15 must be physically blocked at the west end (e.g. fenced) to preclude traffic from using the driveway as a public street to/from Holler Avenue. However, a vehicle gate must be provided to allow utility access. Supply the City and Fire Marshal with a key/PIN to a Knox box for the gate key.
Status: Gate location is shown on the construction plans. Correspondence from the engineer verifies intent to comply with Knox box/key requirement.
2. The private driveway must include a street sign, stop sign, and "No Outlet" sign. (Additional "No Parking Fire Lane" signage will also be required through the site plan review for Lot 15.)
Status: Shown on plans.
3. Dedicate additional right-of-way as necessary to provide 40 feet from the street centerline of the perimeter streets (lacking width at corner). Any area beyond 30 feet from the centerline can be deducted from the Public Use Area requirement.
Status: Shown on plat.
4. Payment of the cash-in-lieu of public use area fee will need to occur prior to the mayor signing the final plat. The payment is based on 14 single-family homes (with or without Accessory Dwelling Units), and 18 dwelling units on Lot 15. If additional units, other than ADUs, are added then additional cash-in-lieu payment shall be made. Include a note to this effect on the plat.
Status: Subdivision Note 3 contains the required language. Payment has yet to occur, and as noted, is required before the mayor signs the final plat.
5. Design and install an 8-foot-wide asphalt pathway along the property frontage of 29th Street and Mountain View Avenue. Coordinate design and construction with Public Works.
Status: Shown on plans.
6. On the interior street, coordinate the curb design with Public Works (3" tall mountable design is authorized), and add a radius to the south end of the interior street so that it meets Mountain View Drive closer to perpendicular.
Status: Shown on plans.
7. For purposes of verifying the adequacy of the street base, use in building construction, and stormwater design, provide a geotechnical report.
Status: A geotechnical report was requested because it would have addressed soil conditions for both street design and house construction. Instead, a pavement design report was submitted, which addresses soils for street design purposes only. Soil analysis for house construction purposes has not been provided. Based on the results of the soil analysis in the pavement design report, the property does have plastic soils (clay soils subject to shrink/swell action), which was the initial concern for requiring the report. It is not as much of a concern as initially, because the construction plans call for fill materials of at least a couple of feet, which fill material is largely composed of pit run gravel that does not have plastic/expansive soil characteristics. Also, the deeper the plastic/expansive soils are below the ground surface, the more stable the moisture content and less susceptibility to movement. The Building Official retains the right to require soil analysis as part of any building permit that may be affected by plastic/expansive soils. For subdivision infrastructure purposes, this requirement has likely been sufficiently addressed.
8. Provide an engineer's stormwater report and drainage plan for the subdivision. Address the recommendations in section "T" of this report in the storm water plan and design.
Status: A stormwater report and drainage plan have been provided. The drainage plan accommodates the 100-year, 2-hour storm event. There is one part of the plan that needs a little

AGENDA ITEM NO. _____

more work—specifically the T-turnaround at the west end of the Lot 15 driveway does not clearly identify how surface water will be able to flow across it and to the infiltration trench. The area of the T-turnaround is restricted from being lowered due to exiting irrigation pipes. It appears the solution would be to grade the area in a manner that inlets could be provided to capture the surface water and take it down into the stormwater pipe that runs below the T-turnaround area and over to the infiltration trench.

9. A maintenance agreement and/or homeowner's association shall be established for maintenance of the storm water infiltration facilities (trench and swale). Submit the proposed documents with the final plat. Also include an explanatory note referencing such on the final plat.

Status: The developer has provided a Declaration for the Subdivision Detention Basin Maintenance Committee, and a Maintenance Agreement, which will commit all 15 lot owners to equal maintenance responsibility of the infiltration facility. Note 4 on the plat further identifies that responsibility. The Declaration and the Agreement have been provided to the city attorney for review and he has noted some modifications that are needed. The modifications will need to be made and updated documents provided to record with the final plat.

10. The plans, specifications, and easements for the piping of the ditches will need to be reviewed and approved by the McMillin Irrigation Company, as well as the City.

Status: The plans were drawn, submitted to McMillin Irrigation, and construction largely completed, with some in-field changes. (Notice no review or oversight by City, but fortunately the City does not appear to have any issues with the installation.) McMillin irrigation was not entirely happy with the in-field changes, but have apparently since worked things out with the developer. I am awaiting an email confirmation of that claim by the developer. There remains some work right at the southeast corner of the property to continue the irrigation pipe under 29th Street. Public Works is doing much of that work, as it is largely outside of the subdivision, but there is some coordination that remains. If any responsibility remains with the developer (e.g. piping to align with the street crossing or to reach the edge of the right-of-way), it must be accomplished as directed by Public Works.

11. Surface water rights shall be transferred to the City within one year of the final plat approval.

Provide an agreement with an engineer to complete the work required to accomplish the transfer with the final plat application.

Status: The requested agreement has been provided. The application will need to be submitted to the State Engineer's office within one year.

12. Address the miscellaneous items noted in the staff report with the final plat application, which items are as follows:

- a) Contact the post office for mail box location(s). Preference is that the boxes for the Skyview lots be placed somewhere along Skyview. Any mailbox located along 29th or Mountain View Drive, will need a gravel pullout as well. Final location must be authorized by both the Post Office and City. Provide a mailbox easement if needed.

Status: Met.

- b) There is already a Mountain View Subdivision in the County. To help minimize recording and title search confusion, the name of the subdivision should be changed. Adding a qualifier to Mountain View other than "Major" is sufficient.

Status: Met.

- c) The street name of "Skyview Drive" was not approved by the street name committee (too similar to Skyline Drive). Please provide three alternative names for committee consideration. Personally, "Skyview Loop" would seem to work.

Status: Met. Skyview Lane is acceptable.

AGENDA ITEM NO. _____

- d) Primary vehicle access for the Skyview lots will be limited to the interior street. Include a note on the final plat to notify lot owners of the restriction.
Status: Met.
- e) Include lot and street survey monumentation on the final plat.
Status: Met.
- f) Verify easement widths are acceptable to all applicable utility providers. It is expected that easement E7 will likely need to be 5 feet and E3 20 feet.
Status: Met.
- g) It is recommended that the stormwater infiltration trench be located in a common area tract, rather than be on a private lot.
Status: This was a recommendation, not a requirement.
- h) The percolation trench and swale could cause water issues for nearby basements or crawl spaces. Be sure they, and the buildings, are located and designed appropriately.
Status: Met. The stormwater plan was redesigned and the percolation trench and swale relocated to an acceptable location.
- i) Clarify the street section detail (51' right-of-way).
Status: Met. Street section is shown on the Utility Plan sheet (last sheet of plans).
- j) Since the plans for Lot 15 are not set up to allow for future subdivision (inadequate access street, power layout, etc.), individual sewer services are not required to be provided to each individual unit. Units within the same building could share sewer.
Status: Information only. The applicant did reduce the number of sewer services.
- k) In order to avoid having to dig under the dry utilities to connect to the sewer and water service stubs, extend the sewer service to the back side of the dry utility easement and extend a "pigtail" from the curb stop at the back of the sidewalk under the dry utility trench.
Status: The concept is shown on the Utility Plan sheet, but the curb stop location is not included. Add language that "Curb stops are to be located at back of sidewalk."
- l) Provide rounded approach returns on the connections to 29th Street and Mountain View Drive.
Status: Shown on plans, with 20' radius provided.
- m) Include a private street sign, stop sign, and "No Outlet" for the driveway on Lot 15.
Status: Shown on plans.
- n) Due to proximity of the airport, there may be some height restrictions for buildings on the southeast end of this development. (Marlisa Lane to the East has a limit of 28 feet total height.) Please contact the airport and if restrictions apply, note them on the final plat.
Status: Met/Shown on plans. An exhibit showing the height limits is attached, which height limits allow plenty of room for house construction.
- o) Include all utilities on the construction plans, and approval signature lines for each utility provider.
Status: Shown on plans. Approval signatures remain to be obtained on the final "For Construction" plans.
- p) Discuss sizing of the infiltration systems with Public Works. (What is the appropriate design storm? 25-year, 100-year?)
Status: Met. As the overflow route is onto adjacent private property, a 100-year design storm was used for the design.
- q) Label the line segment at the east end of the interior street.
Status: Met.

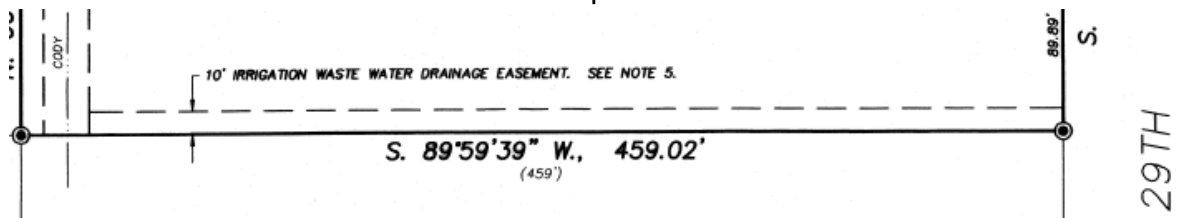
13. The final plat application and construction documents shall otherwise comply with the City subdivision ordinance.

AGENDA ITEM NO. _____

Status: See "Other" below.

Other:

1. The final plat needs the following edits, in addition to those noted above.
 - a. Add the record dimensions to the perimeter of the plat.
 - b. Adjust the lines of Lots 1 and 14 for the street curve.
2. The construction plans need the following edits, in addition to those noted above.
 - a. A 2" flushing tap will be needed in the new water main on Lot 15 in order to disinfect and flush the line. The tap can be abandoned once the water main is put into service.
 - b. Clarify on the utility plan the required installation of the new underground primary and secondary electrical lines to cross 29th Street; the accompanying secondary pedestal and service change for the existing 4-plex; and, removal of the abandoned pole and lines.
 - c. Add the streetlight symbol to the legend on the utility plan.
 - d. Finish coordinating the valving plan for the Mountain View Drive water line, and update the plans accordingly, if needed.
3. The subdivision of the property to the north established an "Irrigation waste water drainage easement" (see snip below) for the benefit of this property. As the surface water rights will no longer remain on the property now being subdivided, the easement can be relinquished. Planning staff would prefer that this occur through a separate recorded document, rather than on the plat, since the easement is outside of the boundaries of this plat.



5. THE 10' IRRIGATION WASTE WATER DRAINAGE EASEMENT ALONG THE SOUTHERLY ADDITION BOUNDARY IS FOR THE SOLE BENEFIT OF THE OWNER OF THE ADJOINING 5.35 ACRES PORTION OF SAID LOT 61-2, AND FOR THE SOLE USE OF DRAINING FLOOD IRRIGATION WASTE WATER. THE EASEMENT IS NON-EXCLUSIVE; HOWEVER, OTHER LAND USES SHALL NOT INTERFERE WITH ACCESS TO OR OPERATION AND MAINTENANCE OF SAID DRAINAGE WAY. CHANGE OF USE OF THE SURFACE WATER APPROPRIATION ON SAID 5.35 ACRES OR CHANGE OF APPLICATION FROM FLOODING TO ANOTHER METHOD MAY AFFECT RIGHTS TO THE USE OF THIS EASEMENT BY SAID OWNER, ASSIGNS AND HEIRS IN ACCORDANCE WITH WYOMING STATUTES.

RECOMMENDED MOTION:

The Planning and Zoning Board recommends that the City Council approve the final plat and construction plans of the Mountain View 29 Subdivision, subject to the following conditions. The conditions are to be completed prior to the mayor signing the final plat and prior to construction of the subdivision improvements, unless noted otherwise.

1. Provide two paper copies and a PDF of the "For Construction" plans, incorporating all changes noted below. The paper copies must be signed by the utility providers listed on the cover page.
2. Update the final plat as follows:
 - a. Add the record dimensions to the perimeter of the plat.
 - b. Adjust the lines of Lots 1 and 14 for the street curve.

AGENDA ITEM NO. _____

- c. Expand Note 4 on the plat with the following, or similar language: "...The drainage easement to the City of Cody that is associated with the stormwater infiltration facility establishes a right to drain stormwater from the public street (e.g. Skyview Lane) to that area."
3. On the Utility plan:
 - a. Clarify on the utility plan the required installation of the new underground primary and secondary electrical lines that will cross 29th Street; the accompanying secondary pedestal and service change for the existing 4-plex; and, removal of the abandoned pole and lines.
 - b. Add the streetlight symbol to the legend on the utility plan.
 - c. Add language that, "Curb stops are to be located at back of sidewalk."
4. Finish coordinating the valving plan for the Mountain View Drive domestic water line, and update the plans accordingly, if needed.
5. On the domestic water plan, add the 2" flushing tap in the new water main on Lot 15 in order to disinfect and flush the line. The tap can be abandoned once the water main is put into service.
6. Update the grading/drainage/stormwater plan in the area of the "T" turnaround on Lot 15 to clearly capture the surface water flow in that area and take it to the infiltration area (see discussion in status of preliminary plat condition #8).
7. Provide payment of the cash-in-lieu of public use area in the amount of \$15,515.00
8. Obtain final confirmation from McMillin Irrigation that they are accepting of the irrigation improvements.
9. The water tap fees (minimum of one per lot) must be paid prior to the mayor signing the final plat, or construction of the services, whichever occurs first.
10. The Declaration and the Maintenance Agreement for the stormwater infiltration facility must be updated with the modifications identified by the city attorney's office, and recorded with the final plat.
11. Conduct all inspections, testing, and other requirements during construction, so as to comply with City Code 11-11-5-1(A).
12. After the gate and lock box is installed, provide keys to the Fire Marshal and Public Works director.
13. After construction, but before City acceptance of the public infrastructure, the value of the subdivision improvements that will be accepted for ownership by the City must be provided by the developer to the City treasurer, so that contributed capital can be tracked.
14. Prior to City acceptance of the public infrastructure, execute and record a document to release the "irrigation waste water drainage easement" from the property to the north.
15. The application to the State Engineer's office to transfer the surface water rights to the City must be submitted within one year of final plat approval.

Note: While the utilities for Lot 15 are largely addressed in the subdivision review, a full site plan/zoning review for the development of the townhouses and duplex still needs to occur prior to issuance of additional building permits on that lot.

ATTACHMENTS:



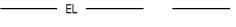

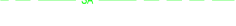



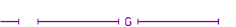












Final Plat

AGENDA ITEM NO. _____

Construction Plans
Declaration
Maintenance Agreement
Agreement to transfer water rights
Pavement Design Report
Drainage Report
Additional background documentation

H:\PLANNING DEPARTMENT\FILE REVIEWS\MAJOR-MINOR SUBDIVISION\2021\SUB2021-03 MOUNTAIN VIEW 29\STAFF REPORTS\AGENDA SUMMARY MOUNTAIN VIEW 29 FINAL PLAT.DOCX

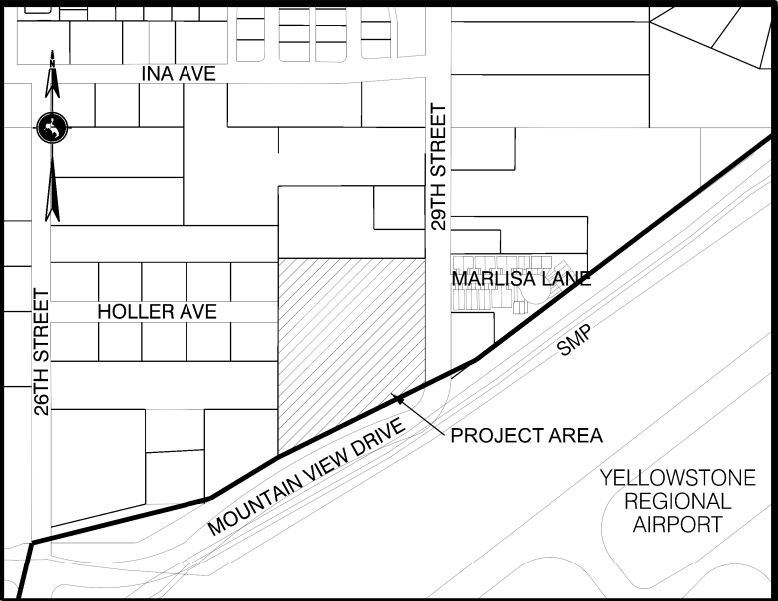
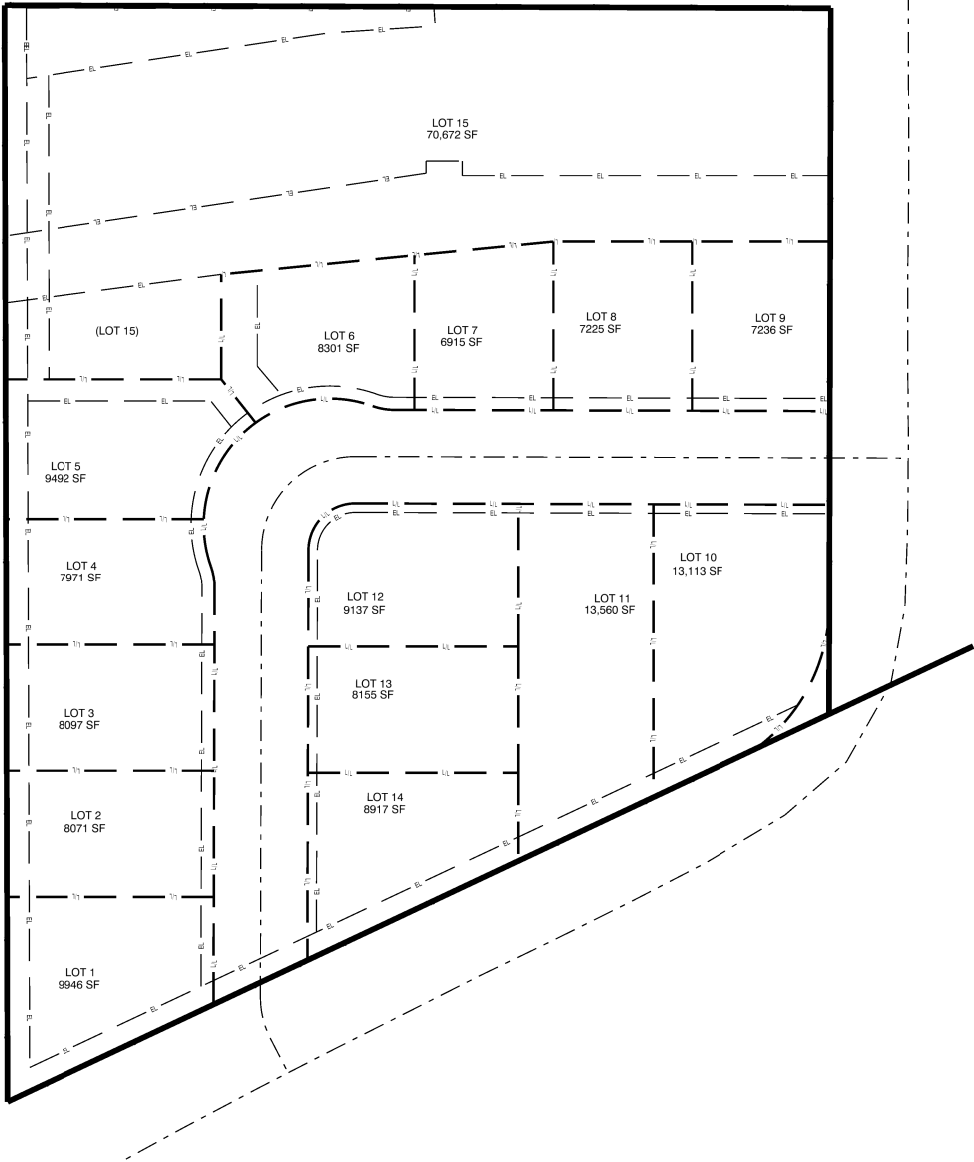
LEGEND

LOT LINES	
SUBDIVISION BOUNDARY	
EASEMENT LINE	
ROAD CENTERLINE	
SANITARY SEWER	
TREATED WATER	
PRIMARY POWER	
SECONDARY POWER	
POWER SERVICE LINE	
GAS LINE	
FIBER OPTIC LINE	
UNDERGROUND TV	
CABLE UTILITY TRENCH	
TREATED WATER SERVICE	
TREATED WATER VALVE	
FIRE/FLUSHING HYDRANT	
SANITARY SEWER MANHOLE	
SANITARY SEWER SERVICE	
ELECTRICAL VAULT	
POWER TRANSFORMER	
SECONDARY PEDISTAL	
EX. = EXISTING	
FL. = FLOW LINE	
EL. = ELEVATION	
CL. = CENTERLINE	

*PROPOSED UTILITIES IN COLOR
EXISTING UTILITIES IN GREYSSCALE

INDEX OF SHEETS

SHEET NO.	SHEET
1	MULTIFAMILY ROAD PLAN & PROFILE
2	SKYVIEW LANE PLAN & PROFILE
3	MULTIFAMILY SANITARY SEWER PLAN & PROFILE
4	SKYVIEW LANE SANITARY SEWER PLAN & PROFILE
5	SANITARY SEWER CONNECTION PLAN & PROFILE
6	MULTIFAMILY TREATED WATER PLAN & PROFILE
7	SKYVIEW LANE TREATED WATER PLAN & PROFILE
8	STORM DRAIN PLAN AND PROFILE
9 - 10	MULTIPLE USE PATHWAY PLAN & PROFILE
11	UTILITY PLAN
12-15	CITY DETAILS



PLANS ACCEPTED AND APPROVED FOR UTILITY PURPOSES BY:

TCT WEST

CHARTER COMMUNICATIONS

BLACK HILLS ENERGY

CITY OF CODY ELECTRIC DIVISION

REVISION		JOB NO.	2020-364
DATE	DESCRIPTION	DRAWN BY:	RWB
9/13/2021	PRELIMINARY PLANS	CHECKED BY:	DRS
12/7/2021	UPDATE INDEX OF SHEETS	APPROVED BY:	DRS

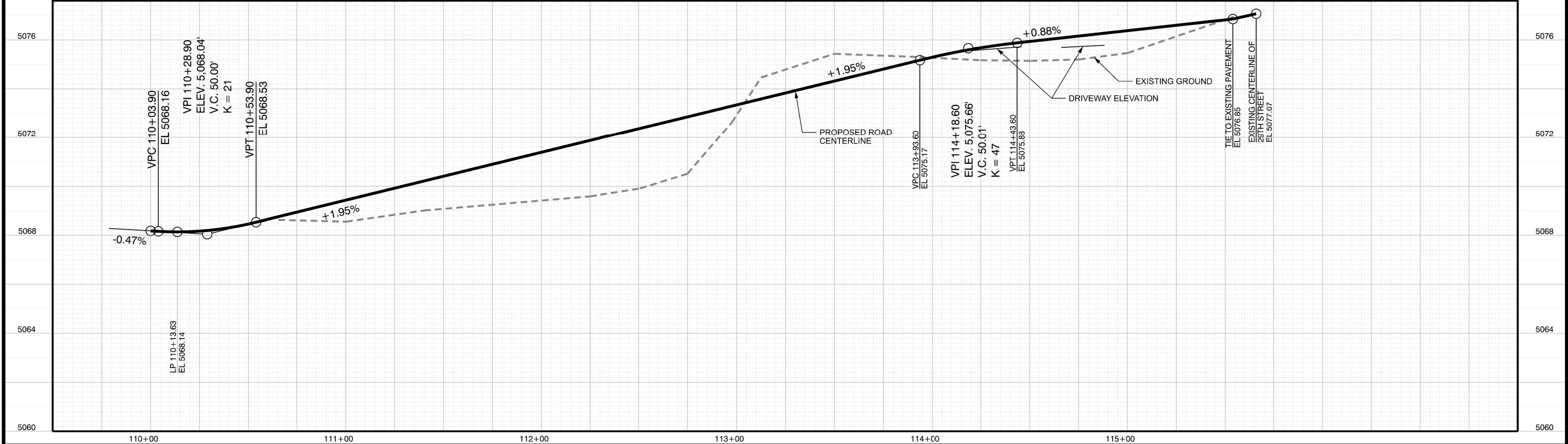
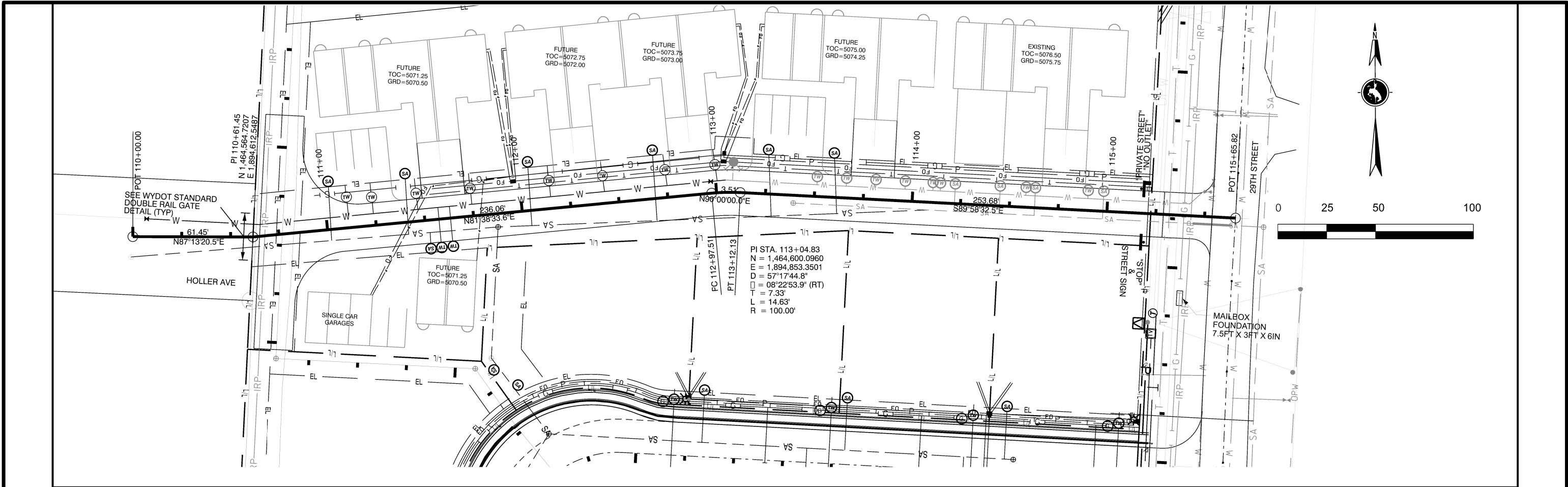
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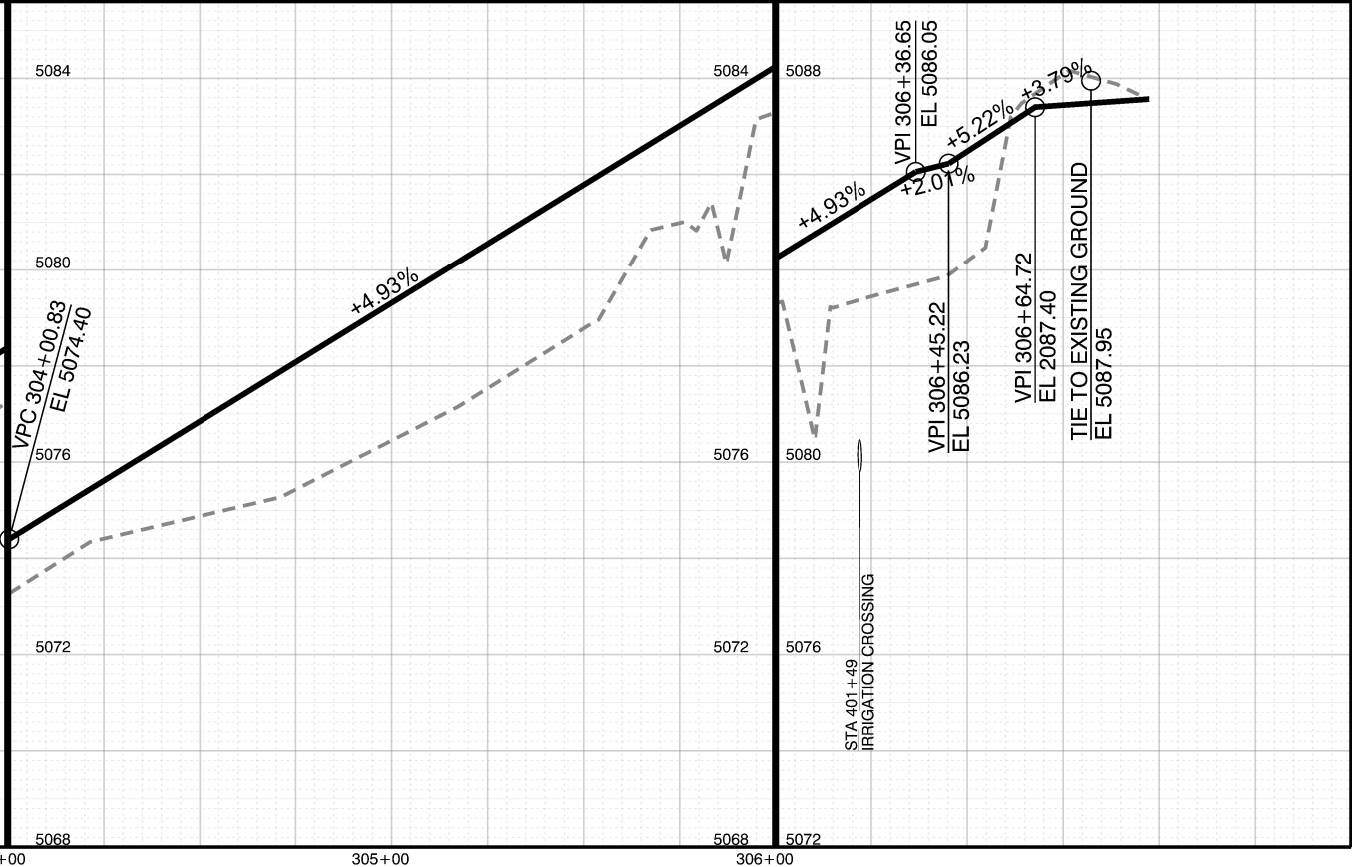
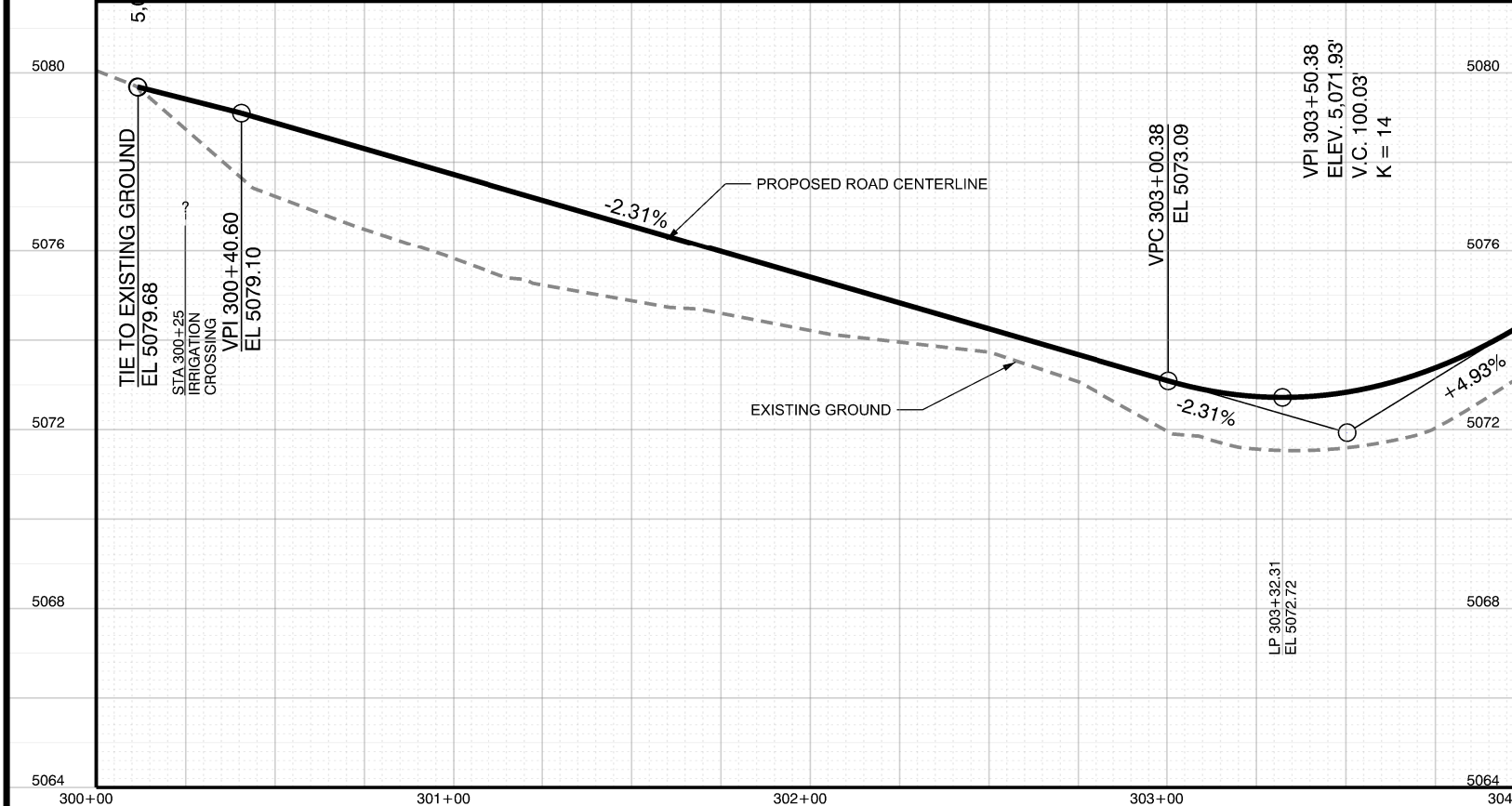
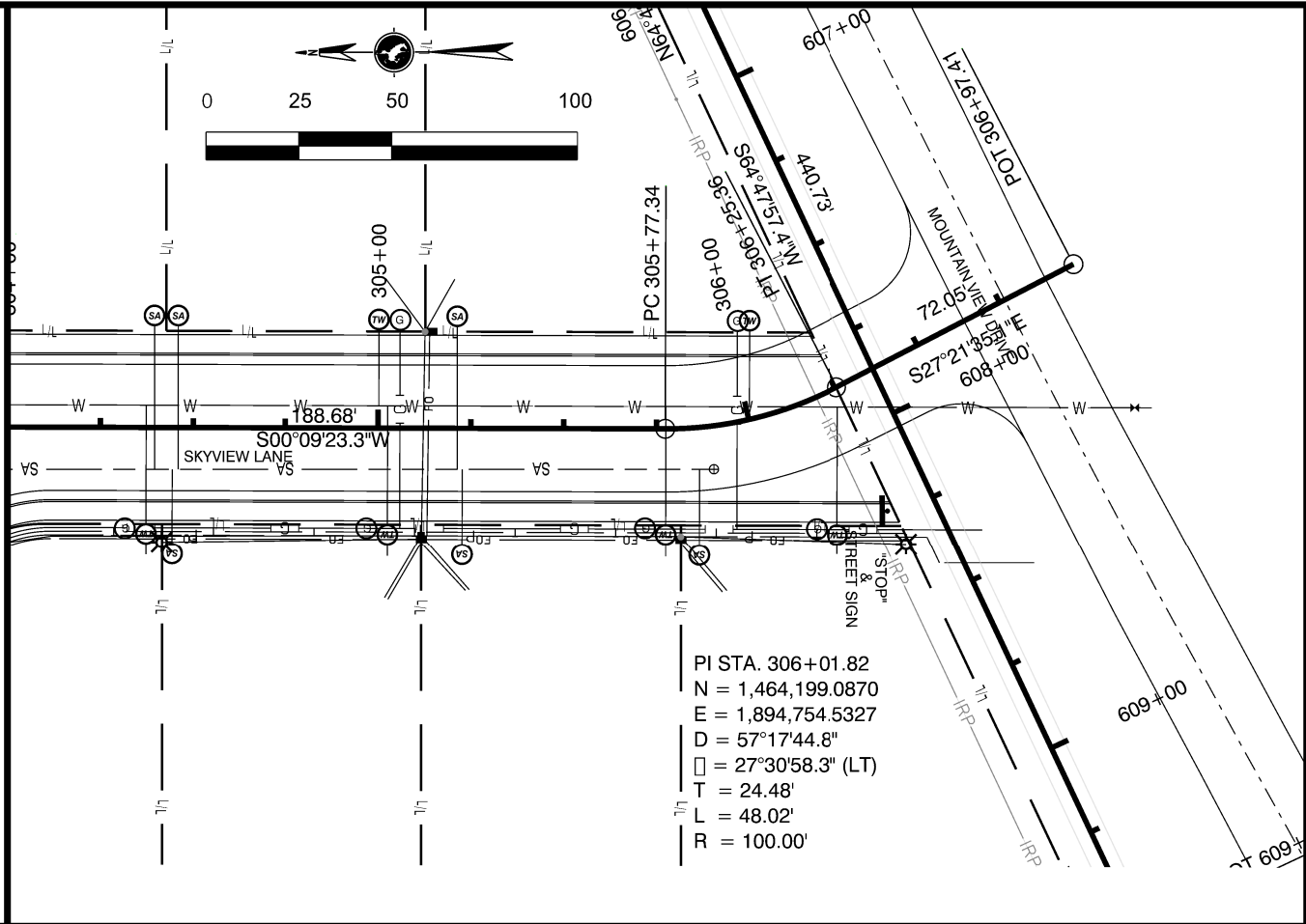
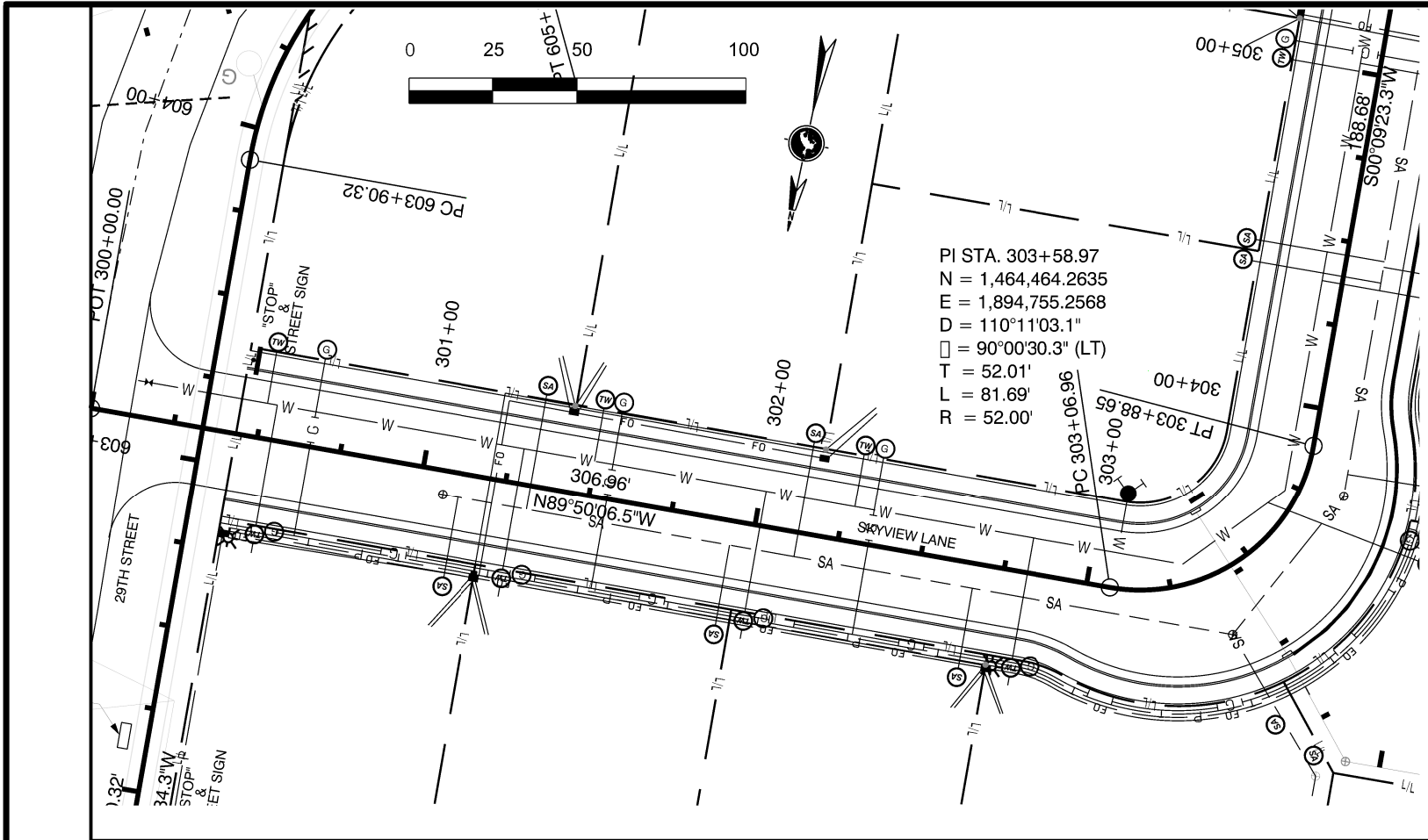
MOUNTAIN VIEW 29 SUBDIVISION
OWNER: MOUNTAIN VIEW 29, LLC

2824 BIG HORN AVE.
CODY, WY 82414
PHONE: (307) 527-0915
FAX: (307) 527-0916



COVER





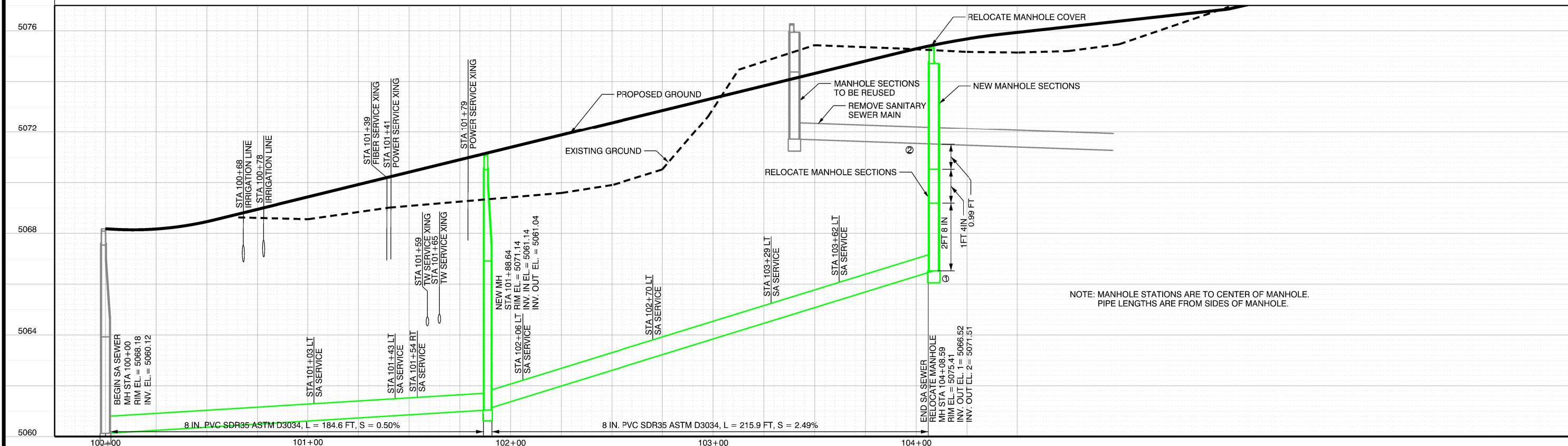
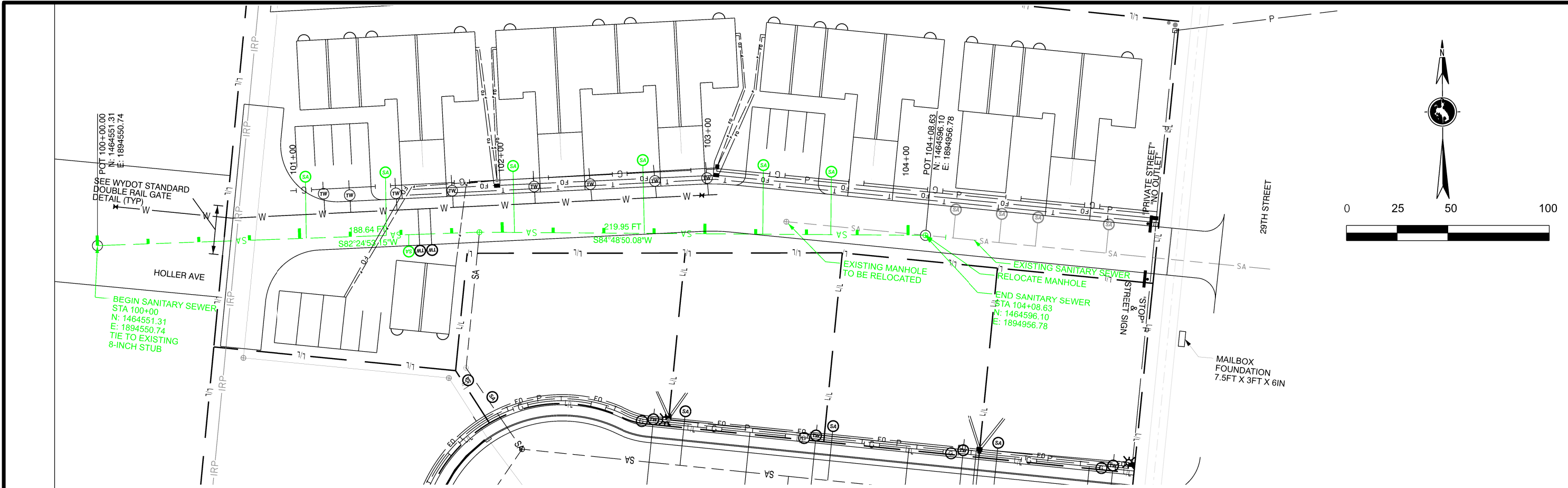
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12/7/2021	PLAN EDITS	CHECKED BY:	JGE
		APPROVED BY:	JGE

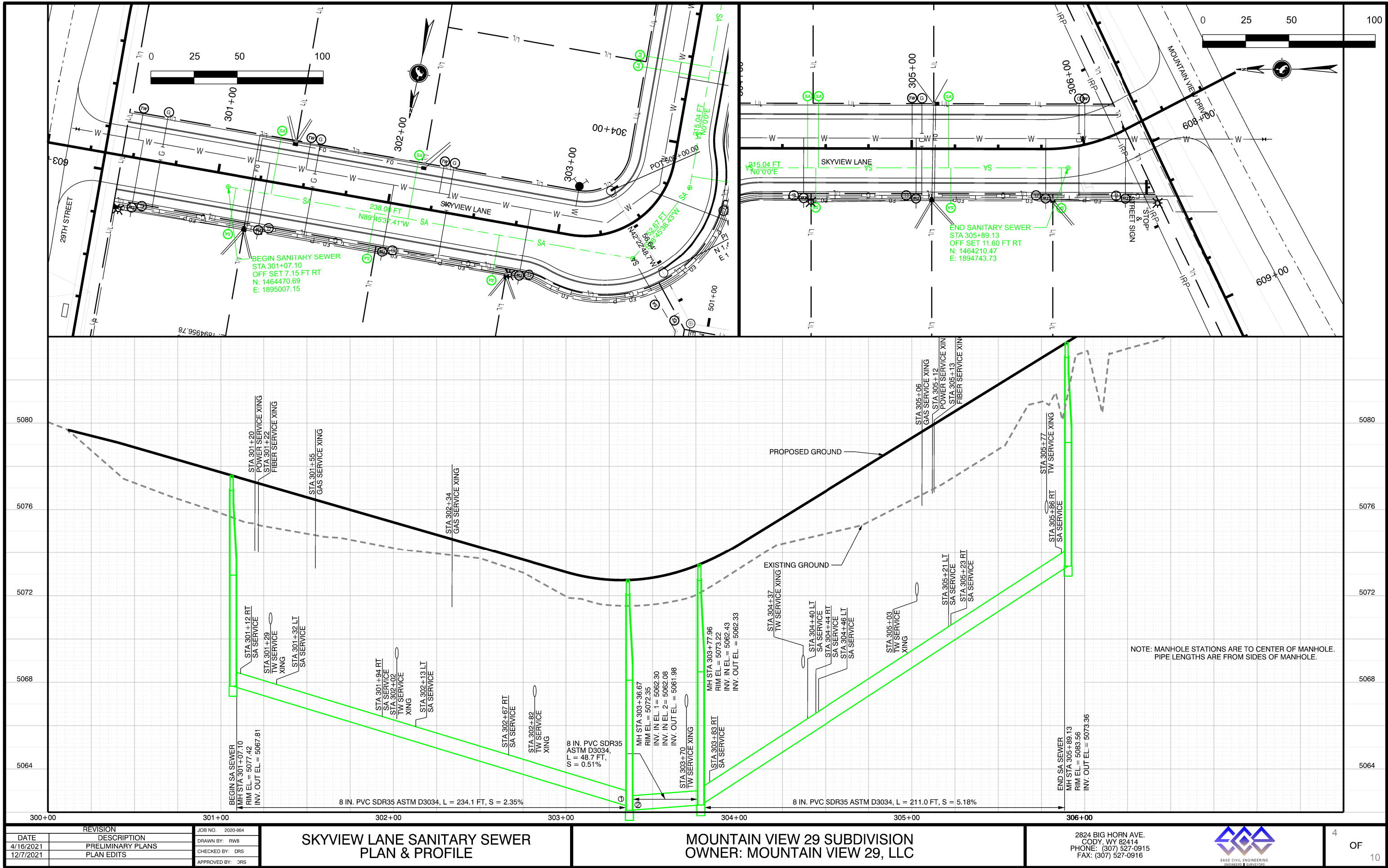
SKYVIEW LANE PLAN & PROFILE

MOUNTAIN VIEW 29 SUBDIVISION
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2824 BIG HORN AVE.
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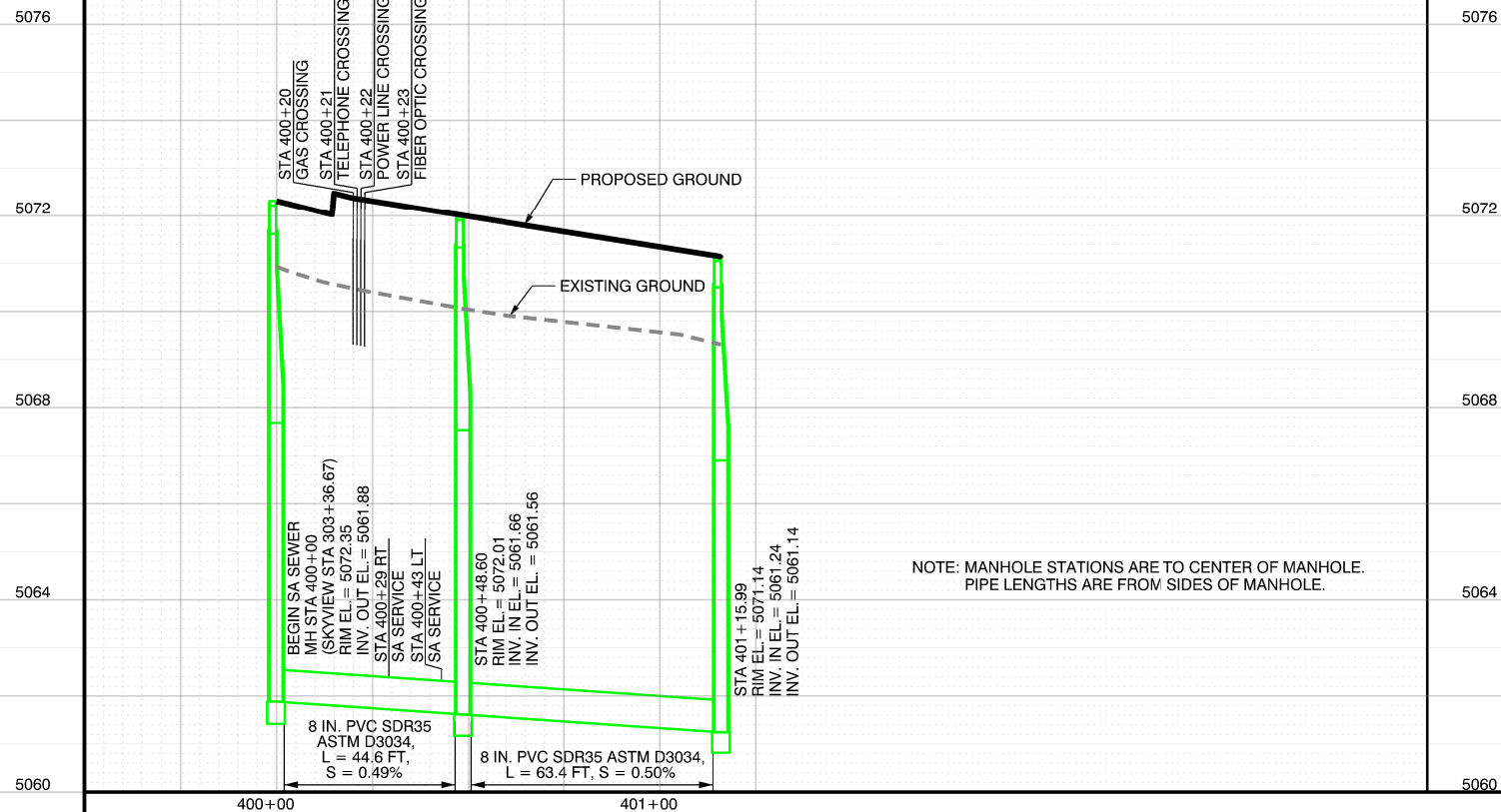
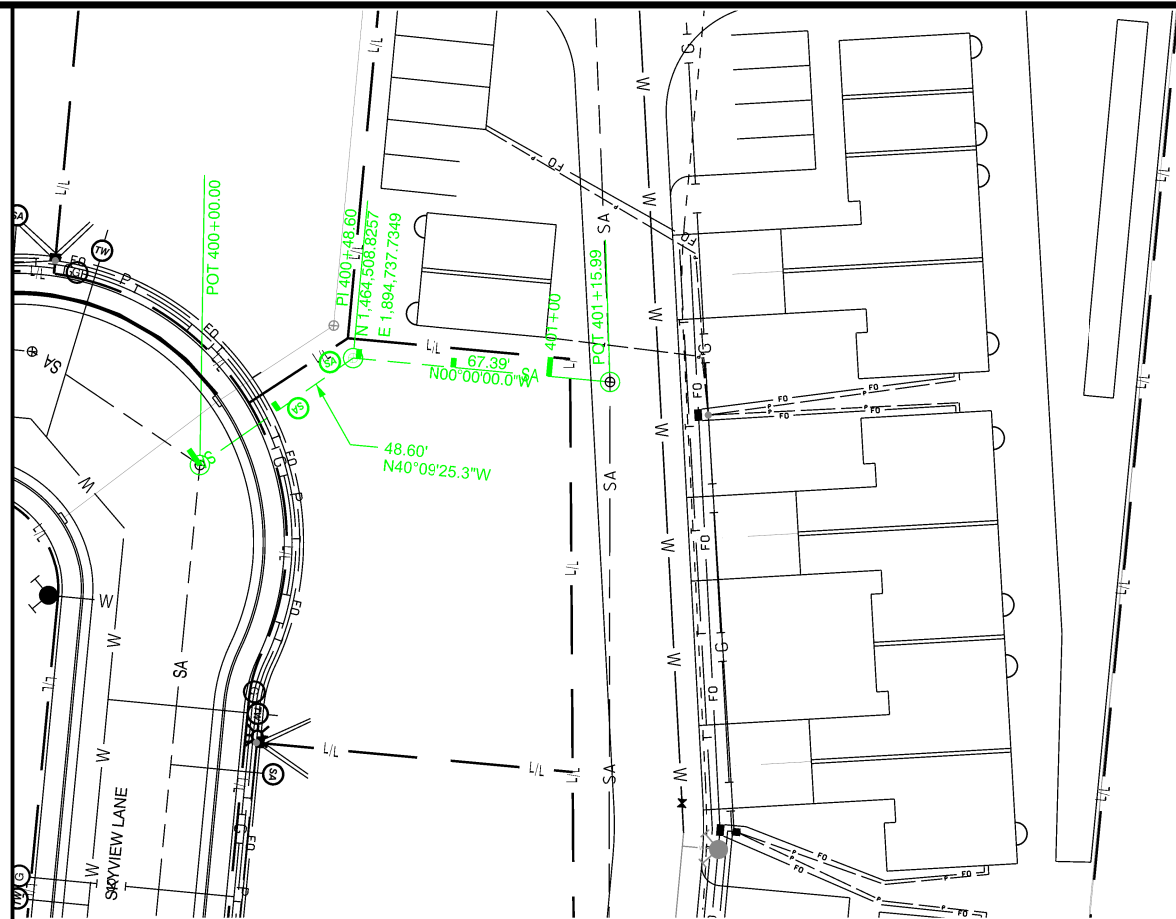
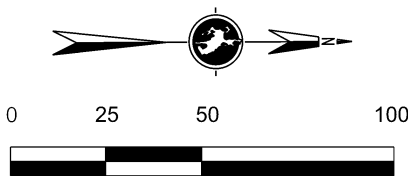
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DATE	DESCRIPTION	DRAWN BY: RWB
4/16/2021	PRELIMINARY PLANS	CHECKED BY: DRS
12/7/2021	PLAN EDITS	APPROVED BY: DRS

SKYVIEW LANE SANITARY SEWER
PLAN & PROFILE

MOUNTAIN VIEW 29 SUBDIVISION
OWNER: MOUNTAIN VIEW 29, LLC

2824 BIG HORN AVE.
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NOTE: MANHOLE STATIONS ARE TO CENTER OF MANHOLE.
PIPE LENGTHS ARE FROM SIDES OF MANHOLE.

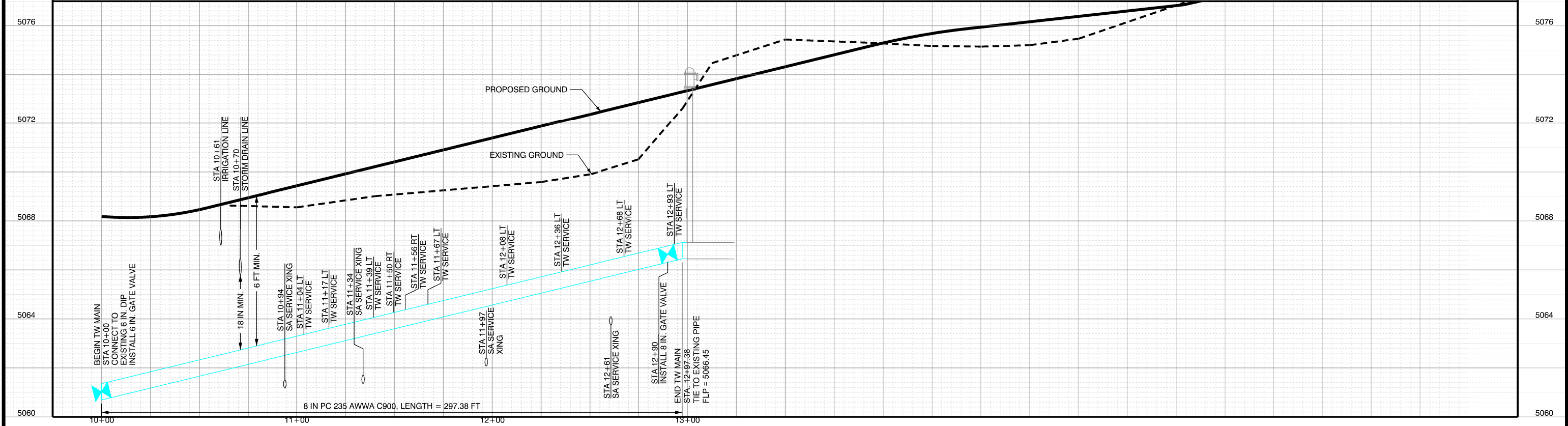
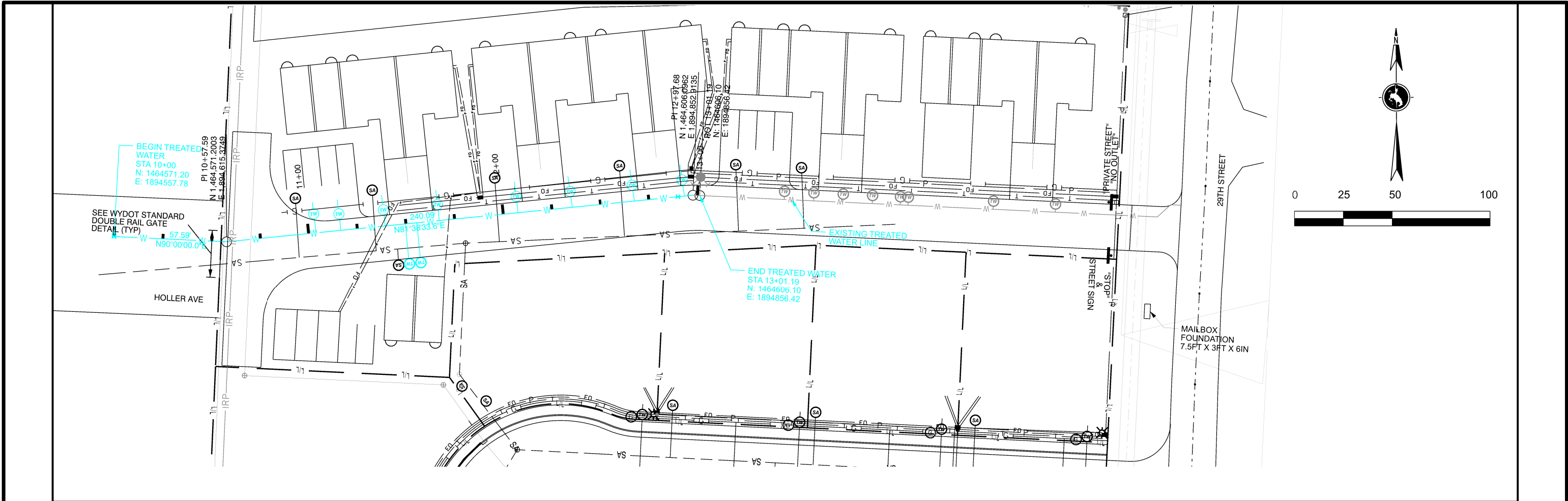
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DATE	DESCRIPTION	2020-064
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12/7/2021	PLAN EDITS	CHECKED BY: DRS
		APPROVED BY: DRS

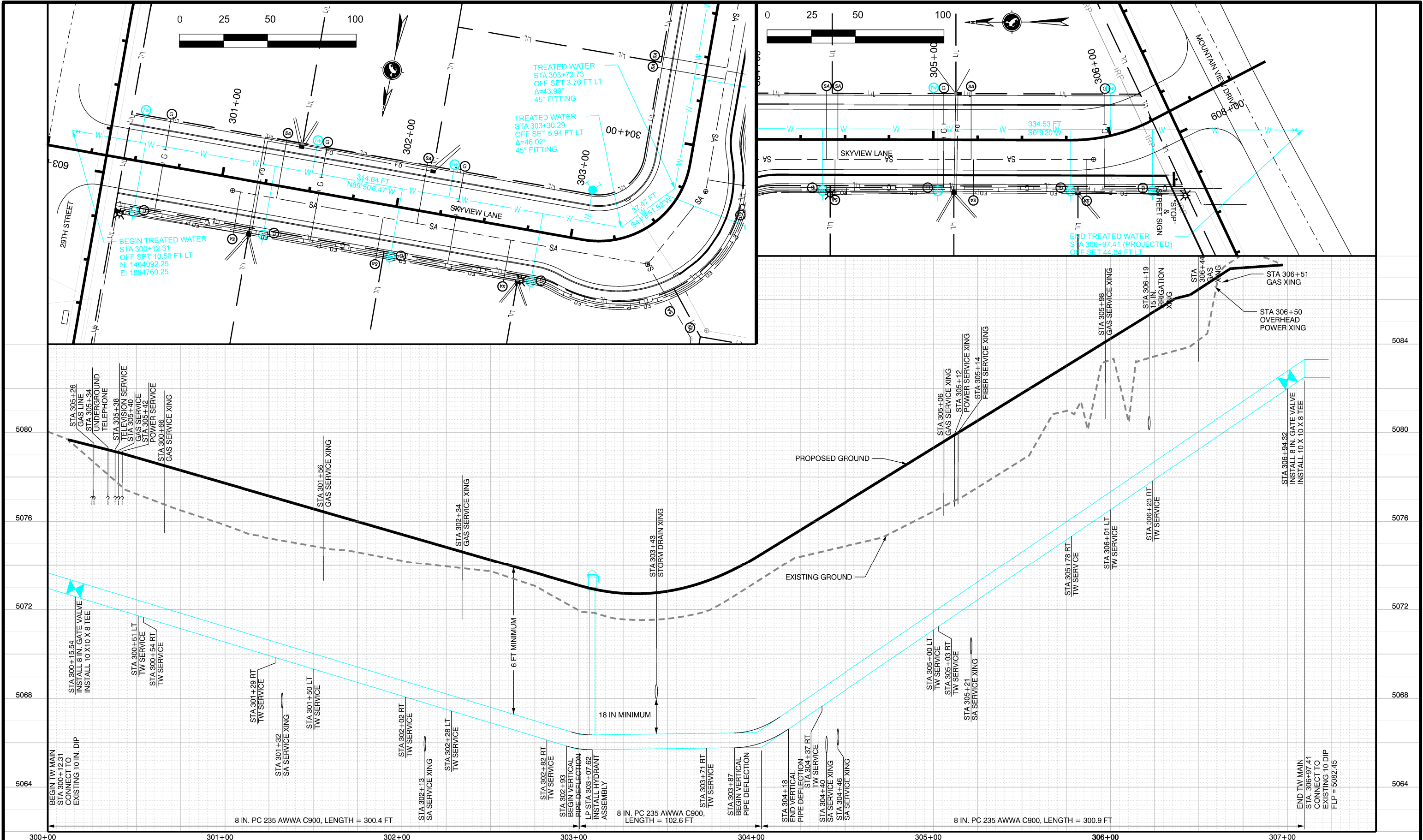
SANITARY SEWER CONNECTION
PLAN & PROFILE

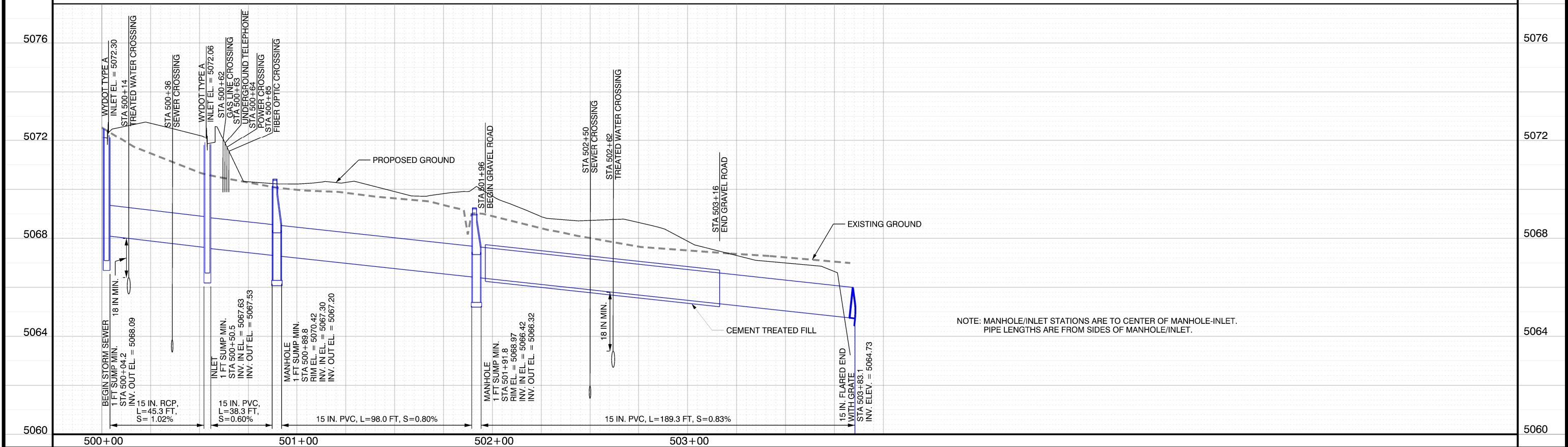
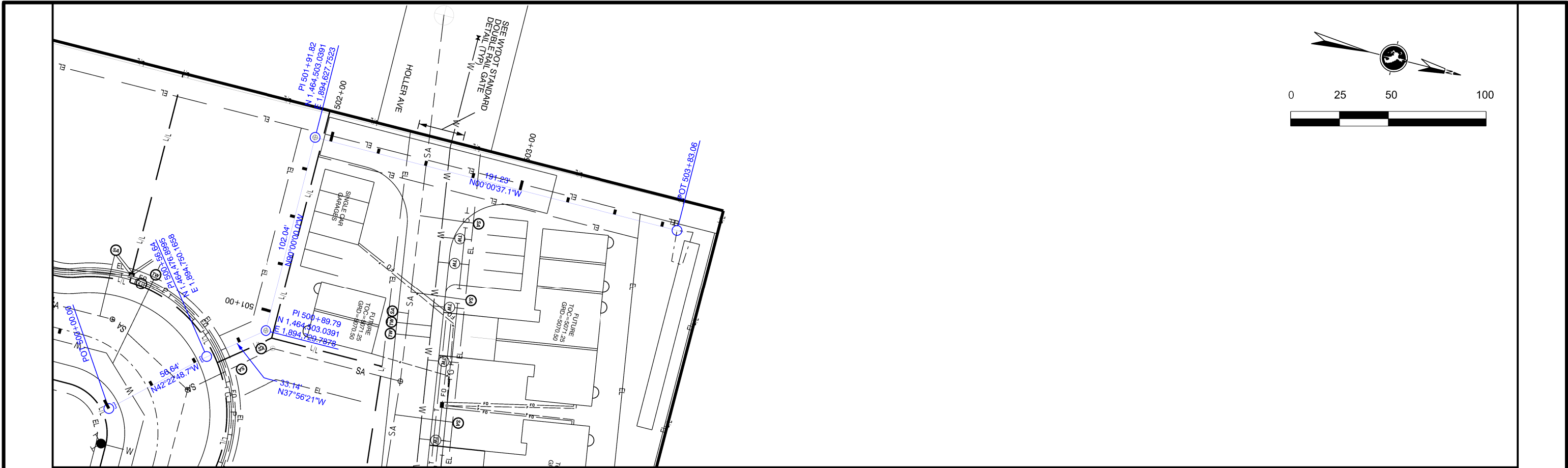
MOUNTAIN VIEW 29 SUBDIVISION
OWNER: MOUNTAIN VIEW 29, LLC

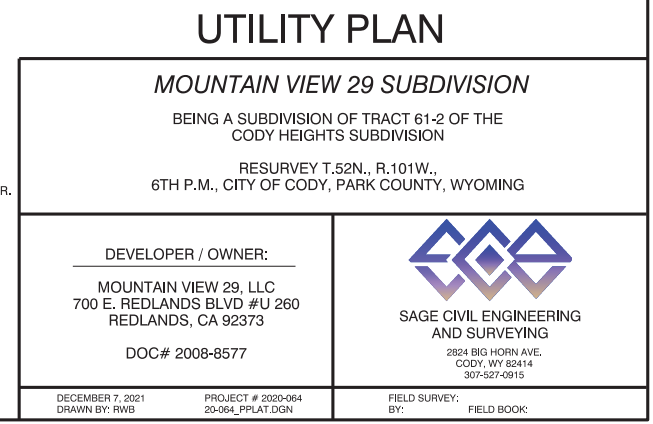
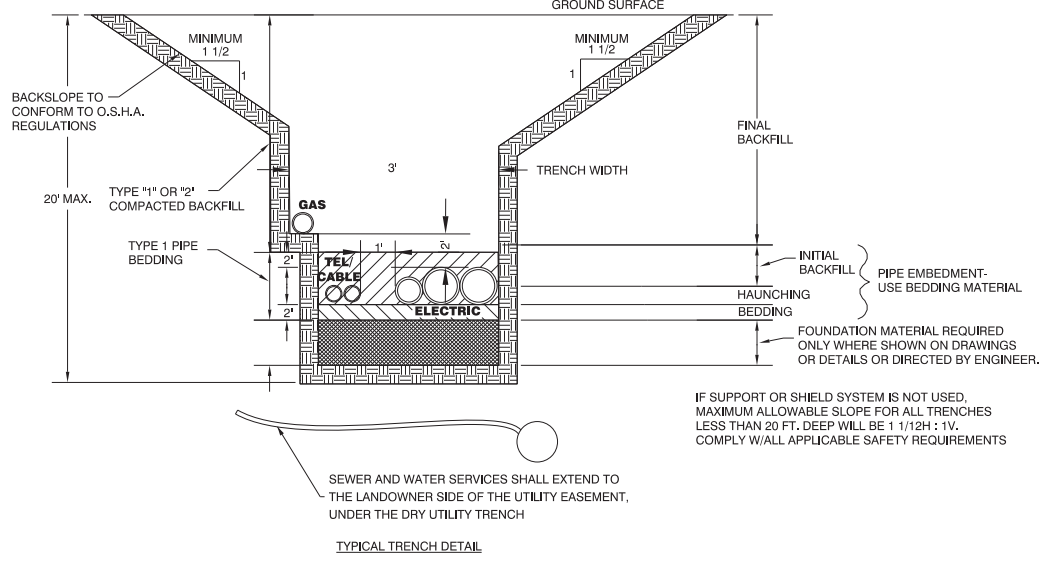
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Declaration for the Mountain View 29 Subdivision Detention Basin Maintenance Committee

This Declaration for the Mountain View 29 Subdivision Detention Basin Maintenance Committee is made and entered into on this _____ day of _____, 2021, by Mountain View 29, LLC (hereinafter referred to as "Mt. View").

WHEREAS Mt. View is the current owner of Lots 1 through 15 of the Mountain View 29 Subdivision in the City of Cody, Park County, Wyoming, pursuant to that plat recorded contemporaneously herewith (the "Subdivision"); and

WHEREAS Mt. View and the City of Cody have entered into an agreement for the operation and maintenance of a storm drainage detention basin and associated rip rap areas located within Lot 15 of the Subdivision (collectively the "stormwater facilities"), and Mt. View desires to provide for the operation and maintenance of said stormwater facilities in accordance with the Maintenance Agreement for the Mountain View 29 Subdivision, for the City of Cody Wyoming (the "Agreement") which Agreement is also recorded contemporaneously herewith; and

WHEREAS each owner of a lot within the subdivision shall share equally in any and all costs associated with the operation and maintenance of the stormwater facilities; and

WHEREAS Mt. View therefore declares that all of the lots within the Mountain View 29 Subdivision shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved in accordance herewith, this Declaration being established and agreed to run with the land and be binding on all parties having or acquiring any right, title, or interest in the Subdivision and further being for the purpose of enhancing and protecting the value thereof.

1. DURATION OF RESTRICTIONS

All of the conditions and restrictions set forth in these Bylaws shall continue and remain in force and effect at all times against the Subdivision and the owners of lots therein—subject to the right of modification provided for herein—for twenty years and shall, as then in force, be automatically continued for a period of twenty years and thereafter for successive periods of twenty years each without limitation, unless a written agreement to the contrary is executed by the then-record owners of one hundred percent (100%) of the parcels (with one vote per parcel and not owner) and is recorded in the Office of the County Clerk for Park County, Wyoming.

2. RIGHT TO ENFORCE AND BINDING EFFECT

a. The provisions contained in this Declaration shall bind and inure to the benefit of and be enforceable by the owner or owners of any lot within the Subdivision, by the City of Cody, or by the Mountain View 29 Subdivision Detention Basin Maintenance Committee. Failure to enforce any provision hereof shall not be deemed a waiver of the right to do so thereafter.

b. Each purchaser and grantee of a lot within the Subdivision, by acceptance of a deed conveying title thereto, does hereby accept all of the provisions, restrictions, conditions, agreements, liens, charges, associations and similar limitations described in this Declaration and in the Maintenance Agreement for the Mountain View 29 Subdivision, for the City of Cody Wyoming (the "Agreement") executed simultaneously herewith. By such acceptance such lot owners shall—for themselves, their heirs, successors, and assigns—covenant, consent, and agree to and with Mt. View and all subsequent grantees and owners of lots within the Subdivision to keep, observe and comply with this Declaration and with the Agreement.

3. MOUNTAIN VIEW SUBDIVISION DETENTION BASIN MAINTENANCE COMMITTEE

- a. There is hereby created a committee which shall have as its sole purposes the operation and maintenance of the stormwater facilities located within the Subdivision and the collection of assessments therefor. The Mountain View 29 Subdivision Detention Basin Maintenance Committee (the “Committee”) shall consist of Gary R Lee until such time as he resigns, whereupon he shall appoint three owners of lots within the Subdivision to comprise the Committee until their successors shall be thereafter selected.
- b. The Committee shall perform such operation and maintenance to the stormwater facilities as may be necessary, which is anticipated to consist of weed control and occasional silt removal. Each property or parcel owner shall—and does hereby agree to—execute any and all instruments necessary and reasonable to allow access for such purposes, including the granting of easements or access, provided that no such easement shall interfere with any buildings constructed on any parcel.
- c. Dues of Forty Dollars (\$40.00) annually shall be levied on each of the lots within the Subdivision beginning with the conveyance of that lot by Mountain View 29, LLC or its Assigns; upon the conveyance of all Subdivision lots, the Committee shall collect annual dues for all lots. This amount shall be increased by Five Dollars (\$5.00) annually every other year, beginning on January 1, 2025, to a maximum annual amount of \$65.00 per year. Funds shall be held in reserve to be used for maintenance of the stormwater facilities. When reserve funds reach \$50,000.00, all annual assessments of every lot in the Subdivision will be deferred until such time as the reserve funds fall below \$40,000.00, at which time they shall recommence until they reach \$50,000.00, repeating as necessary. Every 20 years, upon the renewal of this agreement, the committee shall have the right to re-assess the dues and limits in order to bring them in line with current maintenance needs. The Committee shall have authority to impose additional increases in order to meet the costs associated with the stormwater facilities operation and maintenance described herein. These monies shall be held in a non-interest-bearing account and shall be accessible by the members of the Committee for the purposes described herein. The Committee shall notify lot owners when such dues shall be payable each year, and the same shall be due and payable within thirty (30) days thereafter.
- d. The Committee shall also have the authority to levy additional assessments for nonrecurring issues associated with the maintenance and upkeep of the storm basin, e.g. for silt removal or the like. In such event, such additional assessments shall be levied equally against all lots within the Subdivision based on the bid amount for such special maintenance and upkeep issues. Such additional assessments shall be due and payable within thirty (30) days following assessment.
- e. When any lot owner within the Subdivision shall be in default in the payment of dues or special assessments for a period of fifteen (15) days from the date on which such amount becomes due and payable, the Committee shall be entitled to file a lien against the defaulting owner’s lot in accordance with W.S. 29-4-101. The Committee may further pursue an injunction, other remedial measures, or any other remedy legal or equitable in order to enforce this Declaration or the Agreement. By their purchase of a lot within the Subdivision, each owner: (i) acknowledges and affirms that the storm basin constitutes a ditch, canal, or reservoir within the meaning of W.S. 29-4-101; (ii) acknowledges and affirms that the dues assessed are for labor and materials performed in the improvement of the storm drain; (iii) waives any and all right to assert affirmative defenses or counterclaims in defense against the enforcement of either a lien filing for dues and assessments hereunder or any other action against the owner of a lot within the Subdivision for the collection of unpaid dues or special assessments; and (iv) agrees that the Committee shall be entitled to and awarded reasonable attorney’s fees, court costs, and

other expenses associated therewith in its efforts to enforce the payment of dues or special assessments hereunder.

f. Members of the Committee shall serve until their resignation, and each shall be succeeded by a person of their choosing, who shall be the owner of a lot within the Subdivision.

4. AMENDMENTS

This Declaration may be amended or repealed by a vote of one hundred percent (100%) of the lot owners within the Subdivision. If this Declaration is repealed, or if the stormwater facilities become operated and maintained by the City of Cody, then any dues or assessments then held by the Committee shall be used to reimburse the maintenance expenses of the City of Cody for such operations.

The undersigned, qualified and sole acting member of the Mountain View 29 Subdivision Detention Basin Maintenance Committee, an unincorporated, non-profit association, does hereby certify that the above and foregoing Declaration was duly adopted on the day and date first written above.

Mountain View 29, LLC

Gary R Lee, President

STATE OF WYOMING)
) ss.
County of Park)

The above and foregoing instrument was acknowledged before me this _____ day of _____, 20____,
by Gary R Lee.

WITNESS my hand and official seal.

Notary Public
My Commission Expires: _____

MAINTENANCE AGREEMENT FOR THE MOUNTAIN VIEW 29 SUBDIVISION, FOR THE CITY OF CODY WYOMING

This Declaration is made this _____ day of _____, 2021, by Mountain View 29. LLC and its Assigns, authorizing the same, and affecting all of the following described real property in the City of Cody, Park County, Wyoming.

Lots 1 through 15 in the Mountain View 29 Subdivision, City of Cody, Park County, Wyoming (the "Subdivision")

WHEREAS, the undersigned entity wishes to establish a storm water maintenance agreement for said real property described above (this "Agreement"), located in the City of Cody, Park County, Wyoming.

NOW THEREFORE, the undersigned does hereby make, publish, declare and impose upon all the above-described property, the following obligation and this Agreement to maintain and keep in working order the storm drainage detention basin and associated rip rap areas located within Lot 15 of the Subdivision (the "stormwater facilities") as indicated on the recorded final plat, and in accordance with the submitted City of Cody Drainage report and design submitted by Sage Engineering at time of plat approval, relevant portions of which are attached hereto and incorporated herein. This Agreement shall be and does constitute a covenant running with the land and each portion thereof, and shall be binding upon the undersigned, their heirs, successors, grantees, and assigns.

NOW THEREFORE, the Agreement for maintenance of the stormwater facilities as follows:

All responsibility for operation and maintenance, and for all costs associated therewith shall be borne equally by the owner of each lot within the Subdivision through the collection of dues and special assessments by the Mountain View 29 Subdivision Detention Basin Maintenance Committee (the "Committee"). The assessment shall be a lien on the lots owned by owners of lots within the Subdivision and may be foreclosed upon for nonpayment in accordance with that Declaration for the Mountain View 29 Subdivision Detention Basin Maintenance Committee recorded contemporaneously herewith in the office of the Park County Clerk and Recorder (the "Declaration"). Dues and special assessments shall be collected annually by the Committee in amounts as described in the Declaration.

BINDING EFFECT OF DECLARATION. Each purchaser and grantee of any portion of the above described real property which are subject to the above agreement, by acceptance of a deed conveying title thereto do accept each and all of the provisions, restrictions, conditions, agreements, liens, charges, associations and similar limitations herein contained and by such acceptance shall for themselves, their heirs, personal representatives, successors, and assigns, covenant, consent and agree to and with the undersigned owner and to and with the grantees and subsequent owners of each of said parcels within the above described real property to keep, observe and comply with and perform said provisions, restrictions, conditions, easements, association, agreements, liens and charges.

TERM. All the provisions, conditions, restriction and agreements shall continue to remain in full force and effect at all times against all said parcels and the owners and occupants thereof, subject to the right of change or modification provided hereinabove and shall remain in effect for a period of twenty-five years from and after the date hereof and shall remain in full force and effect thereafter for successive ten (10) year periods unless, by written duly recorded agreement executed by the then owners of 100% of the lots within the above described real property, the terms and provisions are changed, modified, annulled, abrogated, in whole or in part. If the City of Cody governing body agrees to assume operation and maintenance responsibility of the storm water facilities covered by this Agreement on an ongoing basis, this Agreement shall automatically terminate.

INVALIDATION. In the event this Agreement is rendered invalid or unenforceable by judgment or decree of any court of competent jurisdiction, the other covenants herein contained shall nonetheless remain in full force and effect for and during the full term hereof.

ENFORCEMENT/ATTORNEY FEES AND COSTS. The Committee may enforce compliance with the provisions hereof by commencing an action for injunction, for remedial measures, for collection, and/or damages or for all such remedies or any other legal or equitable remedies authorized under the laws of the State of Wyoming against the owner of any lot within the Subdivision who violates any of the covenants contained herein or in the Declaration. The owner of any lot within the Subdivision who violates or breaches any covenant herein or in the Declaration, shall pay all costs including reasonable attorney's fees, incurred in the enforcement of this Agreement or the Declaration.

IN WITNESS WHEREOF, this Agreement has been executed this _____ day of _____, 2021.

Mountain View 29, LLC

City of Cody

Gary R Lee, President

By: _____

STATE OF WYOMING)
) ss.
County of Park)

The above and foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Gary R Lee.

WITNESS my hand and official seal.

Notary Public
My Commission Expires: _____

STATE OF WYOMING)
) ss.
County of Park)

The foregoing instrument was acknowledged before me by _____, the _____ for the City of Cody, Wyoming on this _____ day of _____, 20____.

WITNESS my hand and official seal.

Notary Public
My Commission Expires: _____



CITY OF CODY
WYOMING

Todd Stowell <todds@codywy.gov>

Maintenance agreement and bylaws to review for Mountain View 29 Subdivision

scott@ckattorneys.net <scott@ckattorneys.net>

Tue, Dec 21, 2021 at 3:51 PM

To: Todd Stowell <todds@codywy.gov>

Cc: Scott Kolpitke <scott@ckattorneys.net>, Phillip Bowman <pbowman@codywy.gov>

Todd,

Thank you for sending this to me to review. I agree with your comments below. I will outline my concerns and recommendations (including reference to your concerns) below.

Maintenance Agreement:

-Under the section labeled "Term", the words "annulled, abrogated, in whole or in part" should be deleted. The property owners should not have the ability to annul or abrogate the maintenance agreement.

-Under the "Enforcement" section, there should be language allowing the City to enforce the agreement (consistent with the Declaration). I would suggest adding the following: "In the event any one or more property owners subject to this Maintenance Agreement default in any of the obligations, responsibilities, terms or conditions under this Maintenance Agreement, the City of Cody, its officers, agents, employees or officials may enforce this Maintenance Agreement by a suit in law or in equity, or through any other lawful remedies, against the defaulting owners, and the defaulting owners shall be liable to the City of Cody for the City of Cody's reasonable attorney's fees, costs and expenses in enforcing this Agreement."

Declaration:

-In Section #1 (Duration), this section refers to the "Bylaws". This reference should probably be changed to refer to the "Declaration" (or the title of the document should be changed to "By laws"). In addition, the term of this agreement should be consistent with the Maintenance Agreement. The Maintenance Agreement has an initial term of 25 years, with subsequent terms of ten years. The Declaration says it has an initial twenty-year term, followed by subsequent twenty-year terms. I do not think it really matters which one they choose, but the two documents should be consistent.

-In section 3.e, it says that if any property owner fails to pay the assessment, they committee can file a lien under W.S. 29-4-101. I am not sure this statute applies to this scenario. I would propose the following language: "In the event of a default of the payment or assessments described in this Declaration, or in the event of a default of any of the terms or conditions described in this Declaration or the Maintenance Agreement to which this subdivision is subject, the Committee, any property owner in the subdivision or the City of Cody, Wyoming may enforce the terms and conditions of this Declaration or the Maintenance Agreement through a suit against the defaulting owner, in law or in equity, or through any other lawful means or process, including through the filing of a lien against the property."

-In section 4, the word "repealed" should be deleted. The following should be added: "Nothing in this Declaration shall be construed to allow the repeal of the terms and conditions of this Declaration, nor shall it be construed in any manner to allow the property owners to relinquish

their responsibilities and obligations under this Declaration, except as otherwise specifically described herein."

I did not see in the documents where it says that the terms and conditions do not take effect until all the lots are sold. If that language is in there, I would agree with you that it should be removed. The language of both documents should become effectively immediately upon execution and recording of the documents.

I also do not see any language in the Declaration that describes how or when the committee members will be chosen after the initial selection by the developer. That should be addressed in this document. Likewise, there should be specific language which addresses the officers of the committee, their roles, how they are selected, who has authority to make decisions, manage the money, sign checks to pay bills, etc.

Let me know if you have any questions or concerns. Thank you.

Scott E. Kolpitzke
COPENHAVER, KITCHEN & KOLPITCKE, LLC

> Scott,
> It is looking like I will have this subdivision to the City Council on
> January 4th, so sometime around then, or soon thereafter, I will need
> your
> feedback on the below email.
> Thanks,
>

> *Todd Stowell, AICP*

[Quoted text hidden]

> *Todd Stowell, AICP*

[Quoted text hidden]

> --

> *All City of Cody <<http://www.cityofcody-wy.gov>> electronic correspondence
> and associated file attachments are public records and may be subject to
> certain disclosure in the event of a public records request.*
>

AGREEMENT
Between
Mountain View 29, LLC ("OWNER")
and
Sage Civil Engineering ("ENGINEER")
for
Completion of Water Rights Petition
for
Mountain View 29 Major Subdivision

Scope of Work

Sage Civil Engineering (SCE) will perform all work required to satisfy Section 30-10(b)(1) of the City of Cody's code on Subdivision of Land, in accordance with the Wyoming State Engineer's Rules and Regulations. This will include some or all of the following work, as necessary: preparing and filing a water right petition and accompanying map as required for the Mountain View 29 Major Subdivision; delivering consent requests to all affected appropriators; compiling and forwarding consent requests; paying the expenses of and participating in the initial public hearing, if required, for the purposes of securing approval of said petition.

The petition, map, supplemental materials and consent requests will be prepared under the terms of this agreement and delivered within six months of the approval of the Final Plat to the City of Cody and within nine months to the State Engineer's Office.

OWNER:



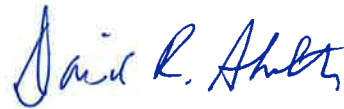
Mountain View 29, LLC

By: Gary Lee

Title: Member/Manager

Date Signed: 8/9/21

ENGINEER:



Sage Civil Engineering

By: David R. Shultz

Title: President

Date Signed: 8/9/21

May 20, 2021

Mr. Dave Shultz, PE
Sage Civil Engineering
2824 Big Horn Avenue
Cody, WY 82414

Via email: dshultz@sagecivilengineering.com

Re: Mountain View Subdivision Pavement Section Recommendations

Dear Dave:

I appreciate the opportunity to work with Sage Civil Engineering (Sage) on these recommendations for the Mountain View Subdivision. These recommendations are based on the Preliminary Plat, including soil sample locations, and soil testing information provided by Sage.

STRUCTURAL DESIGN

It is my understanding Sage obtained three soil samples along the proposed street alignment as shown on the provided Preliminary Plat, that the soil observed was consistent enough to warrant combining the sample into a single representative composite sample, and that sample was tested by Inberg-Miller Engineers for particle size analysis, maximum unit weight, optimum moisture, Atterberg Limits, and California Bearing Ratio (CBR). The soil, characterized as a sandy lean clay with gravel, has a plasticity index of 27, an optimum moisture content of 19 percent, 74 percent passing the 200 sieve, and a CBR of 1.6. The sample was not tested for swell potential, but the characteristics noted and the loss of density and increase in moisture content during CBR testing indicates this is a possibility. As noted below, the City of Cody minimum section is more robust than the estimated traffic will require, and this additional section strength is likely to at least reduce the risk of swelling. Further investigation and mitigation of swell potential is beyond the scope of this report. Based on the CBR result and established correlations between soil resilient modulus and other soil properties, the subgrade resilient modulus was estimated to be 2,500 psi.

The AASHTO Guide for Design of Pavement Structures published in 1993 (AASHTO '93) was used to develop a recommended structural section and to check the capacity of the City of Cody required minimum street section. A reliability of 95%, an overall standard error of 0.5, an



initial pavement serviceability of 4.2, and a terminal serviceability of 2.0 were selected as input, which is somewhat conservative, but considers the uncertainty of the design inputs. Because no traffic information was available for the proposed street, six trips per day for the 14 lots, consisting of 25 percent passenger cars and 75 percent pickups and SUVs, and two single unit trucks per day, using a blended load equivalency to account for anticipated construction traffic, deliveries, garbage trucks, and school buses, were estimated, resulting in approximately 2,450 equivalent single axle loads (ESALs) for the 20-year design period. The resultant structural number, 2.13, could be achieved by placing 2.5 inches of asphalt concrete over four inches of aggregate base over seven inches of subbase, or with three inches of asphalt concrete and four inches each of aggregate base and subbase.

However, Title 11, Subdivision Regulations, of the Municipal Code of the City of Cody requires a minimum cross section as shown on the City of Cody Standard Construction Detail Sheet. The Typical Hot Mix Section detail shown on Sheet 4 of the Cody Standard Detail Sheet, dated July 6, 2015, requires a minimum of **three inches of bituminous hot mix, four inches of crushed aggregate base course, and eight inches of subbase**. This provides a structural number of 2.52, which, using the same AASHTO '93 design inputs, is capable of supporting approximately 7,300 ESALs, or nearly three times the estimated traffic for the proposed street. The City minimum requirements thus govern in this case. In addition to providing far more structural capacity than required, use of the City minimum section should alleviate at least some of the potential risk of swelling soils.

The material recommendations shown on the Standard Detail Sheet, namely compaction of the aggregate base to a minimum of 95 percent of maximum density, compaction of the subbase to a minimum of 90 percent of maximum density, and the use of ½-inch maximum aggregate hot mix complying with WYDOT requirements, which can be placed in a single three-inch lift, designed in accordance with the Asphalt Institute's MS-2 publication and having a minimum stability of 1,200 pounds, flow of eight to 16 hundredths of an inch, three to five percent design air voids, and a minimum of 15 percent voids in mineral aggregate, are appropriate, provided 50 compaction blows are employed (WYDOT Class III-M). For increased durability, targeting three percent air voids is recommended. While the City Standard is silent with regard to binder, LTPPBind indicates the



commonly available PG 64-22 will provide 50 percent low-temperature reliability and 98 percent high-temperature reliability for the immediate Cody area. To achieve better than 50 percent low-temperature reliability (reduced risk of thermal cracking), a minus 28 binder grade is required. While PG 58-28 binders are available to at least a limited degree, PG 64-28 binders meeting WYDOT specifications are polymer-modified and thus considerably more expensive. The asphalt concrete should be compacted to a minimum of 92 percent of maximum theoretical specific (Rice) gravity. The City Standard shows the use of a prime coat using a 70-grade cutback prime coat, but does not state if a prime coat is required. Given the high cost of cutback asphalts, particularly for small projects, limited availability, and the emissions associated with evaporation of the solvent, placement of the asphalt concrete substituting good construction practices in lieu of the prime coat is recommended, provided all other requirements are met.

LIMITATIONS

This report was prepared in substantial accordance with the generally accepted standards of practice as exist in the site area at the time, and subject to the limitations noted herein. No warranty is expressed or implied. It is possible subsurface conditions differing from those reported may exist between the areas sampled, and adjustments to these recommendations may be required.

I appreciate the opportunity to work with you on this project. Please contact me if you have any questions regarding this report or if I can provide assistance with implementation of these recommendations.

Sincerely,



Michael B. Robinson, PE
Registered in Wyoming, California, Nevada, and Arizona



REFERENCES

1. *Aggregate-Soil Testing Summary*, IME Project No. 18980RM, IME Sample No. 1, Inberg-Miller Engineers, May 12, 2021.
2. *Preliminary Plat Mountain View Major Subdivision*, Sage Civil Engineering and Surveying, February 19, 2021.
3. *Email correspondence from Sage Civil Engineering regarding soil samples*, May 18, 2021.
4. *AASHTO Guide for Design of Pavement Structures 1993*, published by the American Association of State Highway and Transportation Officials, 444 Capitol Street N.W., Suite 249, Washington, D.C. 2001
5. *Geotechnical Aspects of Pavements*, FHWA NHI-05-037, Federal Highway Administration, April 2005.



DRAINAGE REPORT

For

MOUNTAIN VIEW 29, LLC

Mountain View 29 Subdivision

Owner

Mountain View 29, LLC

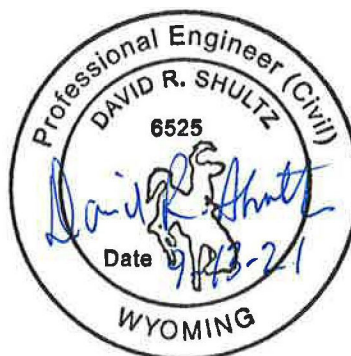
700 E. Redlands Blvd #U 260
Redlands, CA 92373

Engineer



SAGE CIVIL ENGINEERING
ENGINEERS | SURVEYORS

2824 Big Horn Ave.
Cody, WY 82414



September, 2021

Introduction - Property Description

This project is located at the intersection of 29th Street and Mountain View Street. Proposed for the site are 14 single-family residential lots and one multi-family lot that will contain four 4-plexes and one duplex. The multi-family lot will consist of a graveled private drive, concrete parking spaces, and lawn-turf common area. The single-family residential area will consist of 3-bedroom homes with two car garages, concrete driveways and landscaped yards. The street within the single-family lot will be paved with curb and gutter and sidewalk along its entirety.

The existing ground is a clayey soil with some light vegetation, and slopes generally from southeast to northwest. Runoff that leaves the property flows towards the northwest corner of this site.

Purpose of Drainage Plan

This drainage plan outlines the proposed measures to handle storm water runoff for this development. Drainage calculations have been performed and storm water facilities will be constructed as shown on the drainage and construction plans.

Description of Facilities

The post-development configuration of the property will result in the storm water facilities (percolation trench) being designed and constructed as a single drainage basin (see plan). The storm water disposal facility will be in the northwest corner of the property on Lot 15. Runoff within the subdivision will be directed to the percolation trench via swales, curb and gutter, inlets, and underground piping.

Calculations

The storm drainage runoff calculations used the following data:

Applicable C values are:

C _{Pavement/Concrete/Building}	= 0.90
C _{unimproved}	= 0.40
C _{greenspace}	= 0.30

At the direction of the City, the drainage facilities are to be based on a 100-year, 2-hour event, therefore $I = 0.85$ in/hr. The storm volume calculations are shown below.

EXISTING CONDITIONS	Area	C x A	Q	V 2hrs
	(ft ²)	(ac)	(cfs)	(ft ³)
Multi-Family Lot				
Unimproved (C=0.30)	70672	0.4867	0.414	2979
Total			0.414	2979

EXISTING CONDITIONS	Area	C x A	Q	V 2hrs
Single Family Lots	(ft ²)	(ac)	(cfs)	(ft ³)
Unimproved (C=0.30)	151185	1.0412	0.885	6372
Building 1 (C=0.90)	1625	0.0336	0.029	205
Building 2 (C=0.90)	575	0.0119	0.010	73
Building 3 (C=0.90)	440	0.0091	0.008	56
Driveway (C=0.60)	4725	0.0651	0.055	398
Total			0.987	7104

Total Volume_{Existing} 10083

POST-DEVELOPMENT CONDITIONS	Area	C x A	Q	V 2hrs
Multi-Family Lot	(ft ²)	(ac)	(cfs)	(ft ³)
Buildings & Concrete Driveways (C=0.90)	22835	0.4718	0.401	2887
Compacted Gravel (C=0.60)	18577	0.2559	0.217	1566
Lawn/Landscaping (C=0.20)	29260	0.1343	0.114	822
Basin 1 Total			0.733	5276

POST-DEVELOPMENT CONDITIONS	Area	C x A	Q	V 2hrs
Single Family Lots	(ft ²)	(ac)	(cfs)	(ft ³)
Buildings & Concrete Driveways (C=0.90)	75261	1.5550	1.322	9516
Lawn/Landscaping (C=0.20)	83289	0.3824	0.325	2340
Basin 2 Total			1.647	11857

Total Volume_{Post} 17133

Volume Req'd to be Disposed (Post minus Existing) 7050

The total post-development storm water volume for the site = 17,133 ft³. Subtracting the historic runoff volume of 10,083 ft³ requires the drainage basin to hold a minimum of 7050 ft³. Runoff in excess of this will continue to exit the site at the historic locations.

Drainage Basin Summary

The drainage basin has been designed in a rectangular shape with the base being 20 ft wide by 110 ft long. Side slopes will be at a 3:1 slope for a depth of 2 ft. Within the drainage basin will be a smaller trench with a base of 8 ft and a length of 98 ft. the smaller trench will be dug down to cody cobbles (approximately 8 ft) and backfilled with drainage rock to provide better percolation and more storage volume. The drainage basin has a storage and disposal volume as shown in the table below.

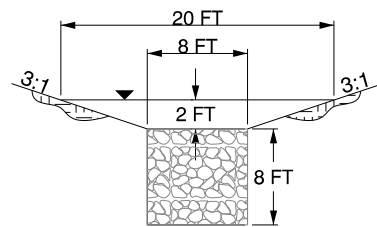
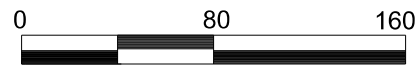
	Percolation Area	Storage Volume	Percolation Rate		Volume Percolated During Storm	Total Volume Disposed
	(ft ²)	(ft ³)	(in/minute)	(ft/sec)	(ft ³)	(ft ³)
Drainage Basin 1						
Perc Trench	784	2509	0.25	0.000347	1960	4469
Detention Pond (Volume Above Trench)	708	2984	0.05	0.000069	354	3338
Total Volume Disposed						7807

As shown in the table above, the drainage basin will dispose of a total runoff volume of 7807 ft³ which is approximately 11% greater than required.

Storm Drain Pipe Sizing

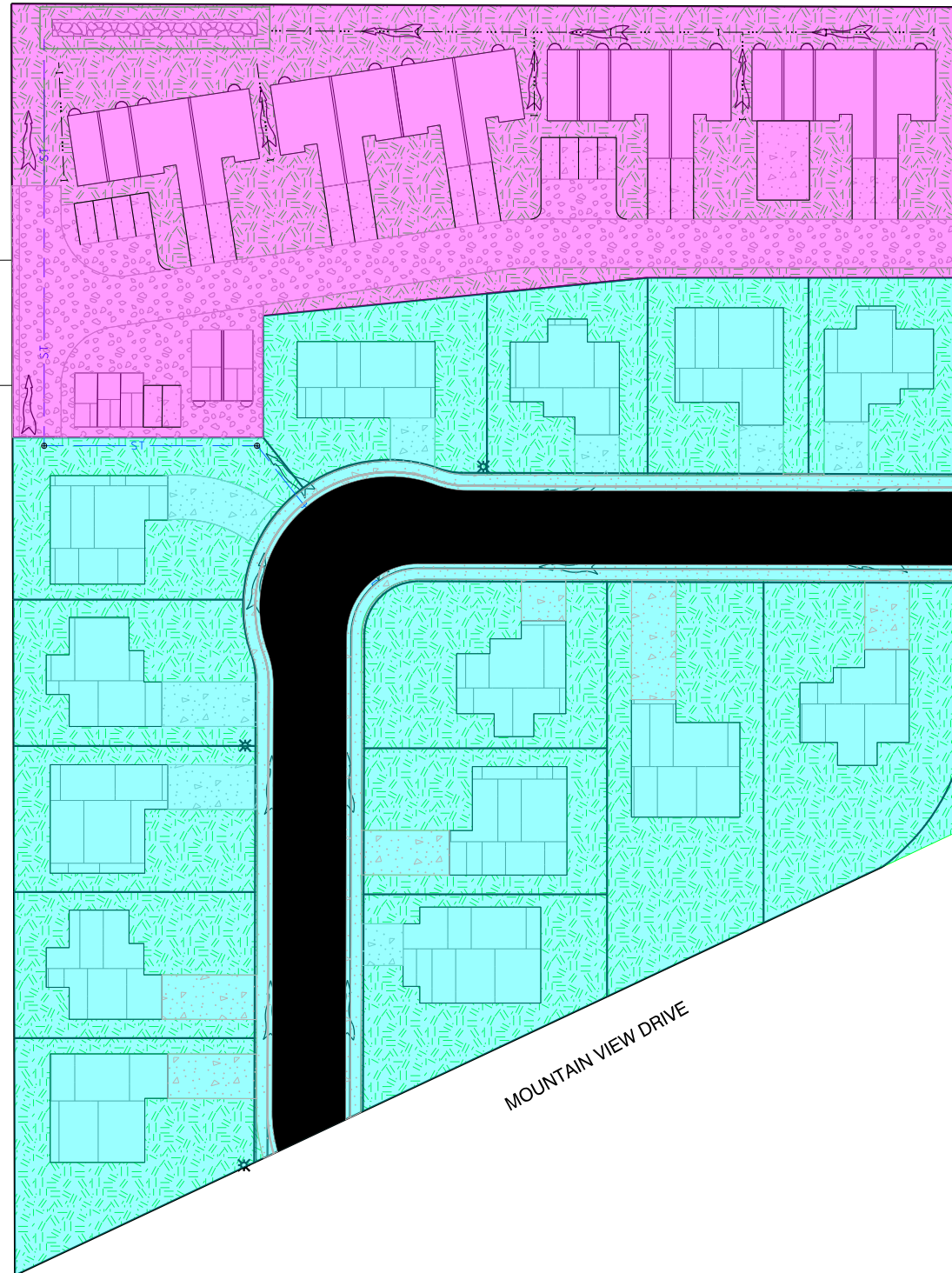
The storm drain system for this site will start by connecting two inlet structures located at the sag of the vertical curve for the street within the single-family lots. The pipe will run between Lots 5 and 6 and along the northern edge Lot 5. The pipe will then be routed north along the west edge of Lot 15 and end at the proposed drainage basin.

The storm water pipe will be 15-inch PVC pipe using the minimum standard pipe size required by the City of Cody Storm Water Management Policy. Modeling for a 100-year, 15-min storm was completed based a calculated flow rate of 7.68 cfs. At this flow rate, the depth of flow in the pipe would have a flow depth of 10 in. The pipe size is considered to be adequate as the flow rate used was based on the entire subdivision area. The pipe will only need to carry storm water from the single-family portion of the subdivision.



DRAINAGE BASIN SECTION DETAIL

HOLLER AVE



29TH STREET

MOUNTAIN VIEW DRIVE

LEGEND

- LANDSCAPE
- PAVED ROAD
- RESIDENTIAL UNIT (22 FT X 40 FT) W/ SINGLE CAR GARAGE
- CONCRETE SIDEWALK & CURB & GUTTER
- DRAINAGE MULTI-FAMILY
- DRAINAGE SINGLE-FAMILY
- DRAINAGE FLOW ARROW
- STORM DRAIN PIPE

REVISION		JOB NO.	2020-064
DATE	DESCRIPTION	DRAWN BY:	RWB
9/13/2021	PRELIMINARY PLANS	CHECKED BY:	DRS
		APPROVED BY:	DRS

DRAINAGE PLAN

MOUNTAIN VIEW 29 SUBDIVISION
OWNER: MOUNTAIN VIEW 29, LLC

2824 BIG HORN AVE.
CODY, WY 82414
PHONE: (307) 527-0915
WWW.SAGECIVILENGINEERING.COM



MEETING DATE:	JANUARY 4, 2022
DEPARTMENT:	COMMUNITY DEVELOPMENT
PREPARED BY:	TODD STOWELL
CITY ADM. APPROVAL:	_____

AGENDA ITEM SUMMARY REPORT

Ordinance 2021-08, 3rd Reading

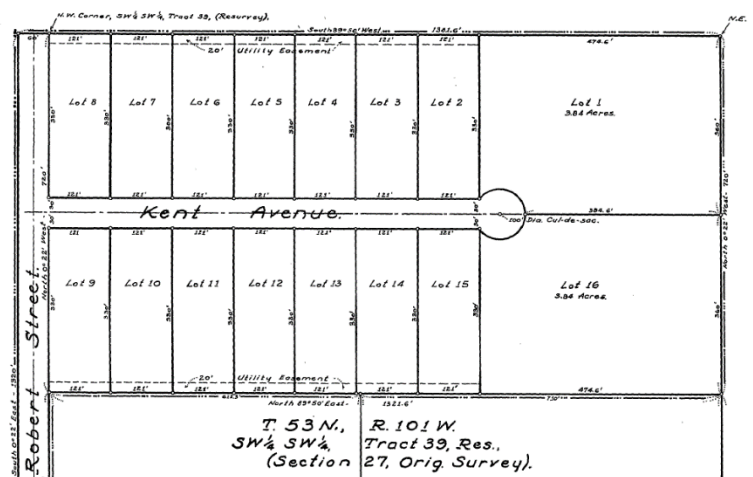
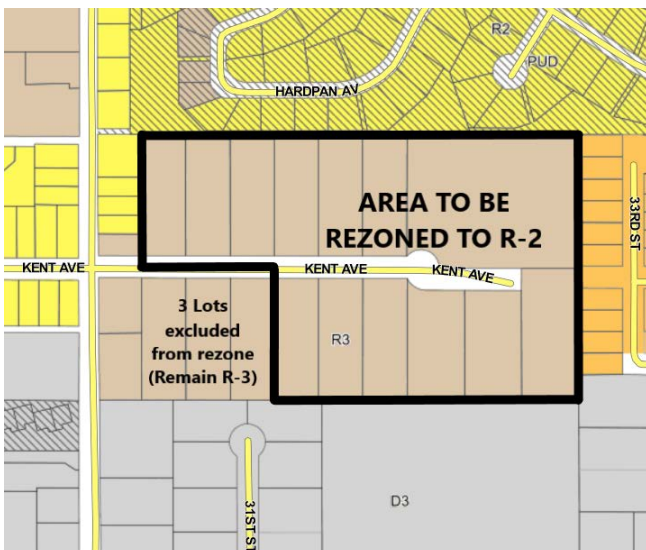
Consider a Request to Rezone Properties within the Bakken Subdivision from Medium-High Density Residential (R-3) to Medium-Low Density Residential (R-2)

ACTION TO BE TAKEN

Consider Ordinance 2021-08, as amended at 2nd Reading, to rezone properties in the Bakken Subdivision (Including Subdivision of Lot 16) from Medium-High Density Residential (R-3) to Medium-Low Density Residential (R-2).

SUMMARY

At the 2nd reading of the ordinance the three lots in the southwest corner of the original proposal were excluded from the rezone area. The attached ordinance, and the following maps reflect that change. The rezone area now includes Lots 1-7 and 13-16 of the Bakken Subdivision (including subdivision of Lot 16).



AGENDA ITEM NO. _____

ORDINANCE 2021-08

AN ORDINANCE REZONING PORTIONS OF THE BAKKEN SUBDIVISION LOCATED WITHIN THE CITY OF CODY, PARK COUNTY, WYOMING TO MEDIUM-LOW DENSITY RESIDENTIAL (R-2).

WHEREAS, the City of Cody received a rezone application from Ronald Strong, with accompanying petitions of support from many other property owners in the rezone area, to rezone Lot 1-7 and Lots 10-16 of the Bakken Subdivision within the City of Cody from Medium-High Density Residential (R-3) to Medium-Low Density Residential (R-2);

WHEREAS, the Planning and Zoning Board held a property advertised public hearing and considered the application at their meeting on November 30, 2021; and,

WHEREAS, the governing body of the City of Cody has reviewed the application, staff report, and public comments and finds that it is in the best interest of the public to rezone a portion of the area requested to Medium-Low Density Residential (R-2).

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

Section 1: That the following described property shall be and the same is hereby rezoned to Medium-Low Density Residential (R-2), as set forth in City of Cody Code Title 10.

Lots 1 through 7 and Lots 13 through 16 of the Bakken Subdivision, according to the plat recorded in Book "E" of Plats, Page 81, records of Park County, Wyoming. The Kent Avenue right-of-way adjacent to the lots indicated is also hereby zoned Medium-Low Density Residential (R-2), to the centerline of the right-of-way.

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

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

PASSED ON FIRST READING: 12/7/2021

PASSED ON SECOND READING: 12/21/2021

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

Matt Hall, Mayor

ATTEST:

Cynthia Baker, Administrative Services Officer