

City of Cody City Council

Tuesday Sept 6, 2022 – 7:00 p.m. (Pre-Meeting to begin at 6:53 p.m. in Council Chambers)
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

Proclamation – Constitution Week

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 August 16, 2022.
- b. Approval of Minutes: Special Meeting from August 23, 2022.
- c. Approve Vouchers and payroll in the amount of \$1,058,170.86.
- d. Approve a request from the Cody Soroptimist Club to hold their 14th annual “Run for Hope”. A 5k and 10K walk-run benefit on October 1st, 2022, utilizing City streets.
- e. Authorize the Mayor to enter into and sign an agreement for the Public Arts Services between the City of Cody and the Laramie Public Art Coalition.
- f. Authorize the Mayor to sign the Amendment to the Agreement between the City of Cody and Park County School District #6 relating to the School Resource Officer.
- g. Authorize the Mayor to enter into and sign an agreement for professional services between the City of Cody and HDR Inc for Electric Shop and Facilities Master Plan., contingent upon review and approval by the City Attorney.
- h. Authorize the Mayor to enter into and sign an agreement for professional services between the City of Cody and Bowan, Collins and Associates relating to the Water Rate and Impact Fee Study, contingent upon review and approval by the City Attorney
- i. Authorize the Mayor to sign form 2912-1 and enter in to the agreement between the Bureau of Land Management as it relates to the renewal of Recreation and Public Purpose lease for an archery range on public land, contingent upon review and approval by the City Attorney.
- j. Approval a request from Park County School District #6 to close Beck Ave from 9th to 10th Street from 6 a.m. to noon to accommodate parking for the Veterans Day program to be held on Thursday, November 10, 2022. The City will provide the barricades and signage with school staff providing the placement and removal.

- k. Authorize Barry Cook, City Administrator to sign the Amendment to the Agreement between the City of Cody and River Oaks Communications Corporation.
 - l. Approve a subdivision variance to allow issuance of building permits on Lot 15 of Mountain View 29 Subdivision prior to completion and acceptance of the subdivision infrastructure.
 - m. Approve variances for three subdivisions to allow their surface water rights to be transferred to a third party, rather than to the City of Cody.
 - n. Approve Change Order #1 with Harris Trucking & Construction for the YRA Treated Waterline Replacement Project and authorize the Mayor to sign and execute all associated documents
 - o. Approve the Certificate of Final Completion for the YRA Treated Waterline Replacement Project, and authorize the Mayor to sign all associated documents.
 - 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) Consider authorizing the Mayor to enter into and sign the YRA FFA Airport Improvement Program Grant #3-56-0006-044-2022 relating to Expand and Rehabilitate Terminal Building (Phase II).
Spokesperson: Aaron Buck, Yellowstone Regional Airport Manager
 - b) Ordinance 2202-14 – Second Reading (as amended)
An Ordinance Amending Title 8, Chapter 1, Article III, Section 13 of the Cody City Code to Modify and Set Electrical Service Rates and Changes.
Staff Reference: Phillip Bowman, Public Works Director
 - c) Resolution 2022-25
A resolution of the City of Cody, Wyoming Updating Fees and Charges Schedule for Various Municipal Services and Products and Establishing an Effective date of October 1, 2022.
Staff Reference: Todd Stowell, City Planner
 - d) Approve Plat Amendment -to vacate a 3-lot subdivision and associated easements at 1133 31st Street.
Staff Reference: Todd Stowell, City Planner

5. Tabled Items
6. Matters from Staff Members
7. Matters from Council Members
8. Adjournment

<p style="text-align: center;">Upcoming Meetings: September 13, 2022 – Tuesday – Work Session – 5:30 p.m. September 20, 2022– Tuesday -Regular Council Meeting – 7:00 p.m.</p>

Mayor's Proclamation

Constitution Week

WHEREAS: The Constitution of the United States of America, the guardian of our liberties, embodies the principles of limited government in a Republic dedicated to rule by law; and

WHEREAS: September 17, 2022 marks the two hundred and thirty-fifth anniversary of the framing of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS: It is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary, and to the patriotic celebrations which will commemorate it; and

WHEREAS: Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week,

NOW, THEREFORE, I, Matt Hall, by virtue of the authority vested in me as Mayor of the City of Cody, Wyoming do hereby proclaim the week of September 17 through 23 as

Constitution Week

And ask our citizens to reaffirm the ideals the Framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Cody, Wyoming to be affixed this _____ day of September of the year of our Lord two thousand twenty-two.

The Honorable Matt Hall
Mayor, Cody, Wyoming

Seal Affix

City of Cody
Council Proceedings
Tuesday, August 16, 2022

A regular meeting of the Cody City Council was held in the Council Chambers at City Hall in Cody, Wyoming on Tuesday, August 16, 2022 at 7:00 p.m.

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

Absent: None

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

Proclamation – Honoring Hunger Action Month
Proclamation – Cody Lions – Celebrating 100 Years

Council Member Ballard made a motion seconded by Council Member Baily to approve Consent Calendar as amended. Approval included approval of Minutes: Regular Minutes from August 2, 2022, approval of Minutes: Special Meeting from August 9, 2022, approve Vouchers and payroll in the amount of \$1,901,473.14, approve the uncollectible write offs in the amount of \$40,256.03, approve a request from Mike Darby, Irma Hotel, for a street closure on Saturday, September 3rd starting at 3:00p.m. opening by 9:00 a.m. on Sunday, September 4th. Closure of 12th street between Sheridan Ave and Beck Ave for a Devils Tower Motorcycle Run. Contingent upon Event Coordinator will need to providing liability insurance and obtaining a Mobile Vendor Event Permit and approval of an open container permit for the 3:00 p.m. – 11:00 p.m. on Saturday Sept 3rd, award Bid 2022-09 for a 2023 Ford Escape in the amount of \$33,098.88 to Ken Garff Cheyenne, award Bid 2022-10 for a 2023 Ford Explorer in the amount of \$45,066.88 to Ken Garff Cheyenne and award Bid 2022-06 for a 2023 Ford F250 with Hillsboro flatbed and Maxon liftgate in the amount of \$54,030.00 to Greiner Ford of Casper. Vote was unanimous.

Resolution 2022-24

A Resolution amending the City of Cody Final Budget for Fiscal Year 2022-2023. Council Member Swett made a motion seconded by Council Member Rasmussen to approve Resolution 2022-24. Vote was unanimous.

Council Member Ballard made a motion seconded by Council Member Quick to approve Professional Service Contract for Electrical Inspections. Vote was Unanimous.

Council Member Baily made a motion seconded by Council Member Fritz to approve the Preliminary and Final plats of the Benny's Place Minor Subdivision #2 Vote was unanimous.

Council Member Ballard made a motion seconded by Council Member Rasmussen to approve the Preliminary plat of the Schoonover Subdivision. to include additional variance provided by staff. Vote was unanimous.

Ordinance 2022-14 – First Reading

An Ordinance Amending Title 8, Chapter 1, Article III, Section 13 of the Cody City Code to Modify and Set Electrical Service Rates and Changes. Council Member Rasmussen made a motion seconded by Council Member Quick to approve Ordinance 2022-14 on first reading. Vote was unanimous.

Ordinance 2022-07 Storm Drainage Utility -Third and Final Reading

AN ORDINANCE CREATING TITLE 8, CHAPTER 4, ARTICLE I OF THE CODY CITY CODE TO ESTABLISH THE STORM DRAINAGE UTILITY. Council Member Swett made a motion seconded by Council Member Baily to approve Ordinance 2022-07 on Third and Final Reading. Vote was unanimous.

Ordinance 2022-08 Storm Drainage Utility – Third and Final Reading.

AN ORDINANCE CREATING TITLE 8, CHAPTER 4, ARTICLE II OF THE CODY CITY CODE TO ESTABLISH STORM DRAINAGE UTILITY CHARGES. Council Member Rasmussen made a motion seconded by Council Member Ballard to approve Ordinance 2022-08 on Third and Final Reading as amended. Vote was unanimous.

Ordinance 2022-09 Storm Drainage Utility – Third and Final Reading

AN ORDINANCE CREATING TITLE 8, CHAPTER 4, ARTICLE III OF THE CODY CITY CODE TO ESTABLISH STORM DRAINAGE UTILITY ALLOWED DISCHARGES AND

ENFORCEMENT. Council Member Fritz made a motion seconded by Council Member Quick to approve Ordinance 2022-09 on Third and Final Reading. Vote was unanimous.

Mayor Hall adjourned the meeting at 8:34 p.m.

Matt Hall, Mayor

Cindy Baker, Administrative Services Officer

City of Cody
Council Proceedings
Tuesday, August 23, 2022

A special meeting of the Cody City Council was held in Council Chambers of Cody City Hall on Tuesday, August 23, 2022 at 5:30 p.m.

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

Absent: None

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

Todd Stowell, City Planner discussed with the Governing Body modifying the Community Development Fee Schedule. Staff was directed to bring a Resolution for consideration at the next Council meeting.

Phillip Bowman, Public Works Director, provide the Governing Body with a status update on the Bighorn Ave Corridor Study and Freedom Street Pedestrian Crosswalk. No action was taken.

Phillip Bowman, Public Works Director, discussed with Governing Body the Professional Services Agreement with HDR Inc. for the Electric Shop Facility Needs Assessment. Staff was directed to bring this item for consideration at the next Council meeting.

Phillip Bowman, Public Works Director, discussed with Governing Body the Professional Services Agreement with Bowan, Collins and Associates for the Water Rate and System Fee Study. Staff was directed to bring this item for consideration at the next Council meeting.

Phillip Bowman, Public Works Director, discussed with Governing Body the Professional Services Agreement Amendments with Engineering Associates and change order with Harris Trucking and Construction Co. Staff was directed to bring these items for consideration at the next Council meeting.

City Administrator, Barry Cook Updated the Governing Body on the Storm Drainage Utility

Mayor Hall adjourned the Work Session at 6:40 p.m.

Cindy Baker
Administrative Services Officer

Matt Hall
Mayor

Report Criteria:

Invoice Detail.Input date = 08/30/2022

Invoice.Batch = {NOT LIKE} "1"

Secondary Name	Invoice	Description	Invoice Date	Total Cost
ALL COUNTY PLUMBING LLC (131485)				
	22060	METER REPLACED AT 120 DUGGLEBY	08/09/2022	329.00
Total :				329.00
Total ALL COUNTY PLUMBING LLC (131485):				329.00
BORDER STATES INDUSTRIES, INC (1420)				
	924687075	FORM 6 CONTROL, PENDLEY SUBSTATION	08/03/2022	5,481.32
	924747554	SECONDARY SPOOLS	08/12/2022	90.72
	924747554	METER RINGS	08/12/2022	817.50
	924782811	1/0 OKONITE CABLE	08/18/2022	32,452.15
Total :				38,841.69
Total BORDER STATES INDUSTRIES, INC (1420):				38,841.69
C & B OPERATIONS LLC (132949)				
	09092215	PARKS 1570 MOWER	08/24/2022	34,999.00
Total :				34,999.00
Total C & B OPERATIONS LLC (132949):				34,999.00
CENTURY LINK (10091)				
	08192022	PHONE CHARGES - SCHOOL OFFICER	08/19/2022	48.91
Total :				48.91
Total CENTURY LINK (10091):				48.91
CLARK, GREER (133051)				
	44889678	REC CENTER REFUND	08/24/2022	75.00
Total :				75.00
Total CLARK, GREER (133051):				75.00
CLARK, TERESA (133017)				
	44848819	REC CENTER REFUND	08/23/2022	482.86
Total :				482.86
Total CLARK, TERESA (133017):				482.86
CODY ELECTRIC CONTRACTOR LLC (132765)				
	4071	LIGHT REPAIR	08/18/2022	180.67
Total :				180.67
Total CODY ELECTRIC CONTRACTOR LLC (132765):				180.67
COMPETE FOR A CAUSE (133042)				
	44230664	REC CENTER REFUND TABLE/CHAIR RENTAL	08/09/2022	60.00

Secondary Name	Invoice	Description	Invoice Date	Total Cost
	44230760	REC CENTER REFUND BANDSHELL RENTAL	08/09/2022	475.00
Total :				535.00
Total COMPETE FOR A CAUSE (133042):				535.00
CUSTOM DELIVERY SERVICE INC (3343)				
	314537	SAMPLE SHIPPING	07/20/2022	39.96
	314564	PUMP DELIVERY TO BILLINGS	08/04/2022	42.18
	314583	SAMPLE SHIPPING	08/17/2022	39.96
	314591	SAMPLE SHIPPING	08/22/2022	39.96
Total :				162.06
Total CUSTOM DELIVERY SERVICE INC (3343):				162.06
ENERGY LABORATORIES, INC (4120)				
DEPARTMENT 6250	497241	WATER TESTING	08/25/2022	160.00
Total :				160.00
Total ENERGY LABORATORIES, INC (4120):				160.00
ENGINEERING ASSOCIATES (4140)				
	4207138	SURVEYING - DRAW ST SOUTH CONV	07/28/2022	1,405.03
	4208017	DIAGNOSTIC REPAIRS ON HVAC	08/16/2022	654.55
	4208017	DIAGNOSTIC REPAIRS TO POOL PUMP EQUIPMENT	08/16/2022	654.55
	4208021	ENGINEERING SERVICES - YRA TREATED WATERLINE REPL	08/16/2022	1,989.00
	4208068	PROJECT 14111-04 WWTF PHASE 2	08/18/2022	216.18
	4208068	PROJECT 14111-04 WWTF PHASE 2	08/18/2022	66.05
	4208068	PROJECT 14111-04 WWTF PHASE 2	08/18/2022	318.26
	4208069	ENGINEERING SERVICES - WEST AVE RAW WATER LINE EXTENSION	08/18/2022	857.00
Total :				6,160.62
Total ENGINEERING ASSOCIATES (4140):				6,160.62
ENNIST III, ROBERT F (131798)				
BIG HORN FOOD SERVICES	49810	CLEANING SUPPLIES	07/15/2022	383.21
BIG HORN FOOD SERVICES	49810	CLEANING SUPPLIES	07/15/2022	300.00
BIG HORN FOOD SERVICES	50083	CLEANING SUPPLIES	08/03/2022	250.00
BIG HORN FOOD SERVICES	50083	CLEANING SUPPLIES	08/03/2022	250.07
BIG HORN FOOD SERVICES	50388	COPIER PAPER	08/24/2022	325.00
BIG HORN FOOD SERVICES	50388	COPIER PAPER	08/24/2022	200.00
BIG HORN FOOD SERVICES	50388	COPIER PAPER	08/24/2022	300.00
BIG HORN FOOD SERVICES	50388	COPIER PAPER	08/24/2022	100.00
BIG HORN FOOD SERVICES	50388	COPIER PAPER	08/24/2022	325.00
BIG HORN FOOD SERVICES	50388	COPIER PAPER	08/24/2022	500.00
BIG HORN FOOD SERVICES	50388	COPIER PAPER	08/24/2022	100.00
BIG HORN FOOD SERVICES	50388	COPIER PAPER	08/24/2022	140.00
BIG HORN FOOD SERVICES	50388	COPIER PAPER	08/24/2022	140.00
BIG HORN FOOD SERVICES	50388	COPIER PAPER	08/24/2022	140.00
BIG HORN FOOD SERVICES	50388	COPIER PAPER	08/24/2022	140.00
BIG HORN FOOD SERVICES	50388	COPIER PAPER	08/24/2022	140.00
Total :				3,733.28

Secondary Name	Invoice	Description	Invoice Date	Total Cost
Total ENNIST III, ROBERT F (131798):				3,733.28
FALES, GLENNA (133041)				
	20.0340.14	UTILITY DEPOSIT REFUND	08/09/2022	40.08
Total :				40.08
Total FALES, GLENNA (133041):				40.08
FIRE PROTECTION SERVICE CORPORATION (133049)				
MOUNTAIN ALARM SECURITY	316316	REPAIRS TO FIRE ALARM SYSTEM	08/09/2022	568.25
MOUNTAIN ALARM SECURITY	316316	REPAIRS TO FIRE ALARM SYSTEM	08/09/2022	568.25
MOUNTAIN ALARM SECURITY	335075	ANNUAL FIRE ALARM INSPECTION	08/09/2022	203.75
Total :				1,340.25
Total FIRE PROTECTION SERVICE CORPORATION (133049):				1,340.25
FORUM INDUSTRIES INC (133047)				
	54707	SOFT SHELL DUTY JACKET C14	08/12/2022	240.12
Total :				240.12
Total FORUM INDUSTRIES INC (133047):				240.12
FRANDSON SAFETY, INC. (130638)				
	94298	CHLORINE CALIBRATION	08/09/2022	80.85
Total :				80.85
Total FRANDSON SAFETY, INC. (130638):				80.85
FRANKS, TERRY (133045)				
OR FRANKS, SUE	3.1240.13	UTILITY DEPOSIT REFUND	08/16/2022	34.02
Total :				34.02
Total FRANKS, TERRY (133045):				34.02
FRANZEN, RANDAL P (133053)				
	08242022	WITNESS FEES - 8/9/22 MC-2206-039	08/24/2022	15.00
	08242022	WITNESS FEES - 8/23/22 MC-2206-039	08/24/2022	15.00
Total :				30.00
Total FRANZEN, RANDAL P (133053):				30.00
GIPSON, KATHRYN (133050)				
	44885493	REC CENTER REFUND	08/24/2022	100.00
Total :				100.00
Total GIPSON, KATHRYN (133050):				100.00
HARRIS TRUCKING AND CONSTRUCTION CO (7730)				
PARK COUNTY READY MIX	115891	THRUST BLOCKS - FIRE LINE	08/25/2022	244.28

Secondary Name	Invoice	Description	Invoice Date	Total Cost
Total :				244.28
Total HARRIS TRUCKING AND CONSTRUCTION CO (7730):				244.28
HARRIS TRUCKING AND CONSTRUCTION CO. (4780)				
	137664	PATCH 14TH ST AND ALLEYS	06/30/2022	1,627.29
Total :				1,627.29
Total HARRIS TRUCKING AND CONSTRUCTION CO. (4780):				1,627.29
HARRISON, TIMOTHY BRUCE (131713)				
BLUE ASPEN ENTERPRISES LLC	220007	HVAC REPAIRS	07/16/2022	1,803.30
Total :				1,803.30
Total HARRISON, TIMOTHY BRUCE (131713):				1,803.30
HUGHES, PAMELA (133054)				
	44922477	REC CENTER REFUND	08/25/2022	155.00
Total :				155.00
Total HUGHES, PAMELA (133054):				155.00
ICON ENTERPRISES INC (129304)				
CIVICPLUS	229634	FY22-23 CIVICREC SUPPORT	07/01/2022	181.71
CIVICPLUS	229634	FY22-23 CIVICREC SUPPORT	07/01/2022	350.47
CIVICPLUS	229634	FY22-23 CIVICREC SUPPORT	07/01/2022	12,251.85
CIVICPLUS	229634	FY22-23 CIVICREC SUPPORT	07/01/2022	9,135.76
CIVICPLUS	229634	FY22-23 CIVICREC SUPPORT	07/01/2022	2,958.03
Total :				24,877.82
Total ICON ENTERPRISES INC (129304):				24,877.82
IDEXX DISTRIBUTION INC (132908)				
	3112583273	LAB SUPPLIES	08/18/2022	264.33
Total :				264.33
Total IDEXX DISTRIBUTION INC (132908):				264.33
IVERSON SANITATION (5407)				
	216925	PORTABLE SERVICE - LL DISTRICT BB TOURNAMENT	07/18/2022	500.00
	217028	PORTABLE SERVICE - BALLOON FESTIVAL	08/08/2022	250.00
Total :				750.00
Total IVERSON SANITATION (5407):				750.00
KEN GARFF CHEYENNE (132839)				
	08092022	BID BOND RETURN 2022-06	08/09/2022	2,763.70
Total :				2,763.70

Secondary Name	Invoice	Description	Invoice Date	Total Cost
Total KEN GARFF CHEYENNE (132839):				2,763.70
KIDD, TIFFANY (133043)				
	14.2150.21	UTILITY DEPOSIT REFUND	08/11/2022	142.83
Total :				142.83
Total KIDD, TIFFANY (133043):				142.83
KOLSTAD, KELSEY (133052)				
	44889592	REC CENTER REFUND	08/24/2022	50.00
Total :				50.00
Total KOLSTAD, KELSEY (133052):				50.00
LCP TRACKER INC (132797)				
	IR-20326	ONSITE ADDITIONAL FORM	08/17/2022	500.00
Total :				500.00
Total LCP TRACKER INC (132797):				500.00
LEISURE IN MONTANA INC (131545)				
	SAL22921-1	REPAIRS TO POOL FILTERS	08/12/2022	235.54
	SAL23217-1	POOL CHEMICALS AND REAGENTS	08/18/2022	250.60
	SAL23217-1	POOL CHEMICALS AND REAGENTS	08/18/2022	250.61
Total :				736.75
Total LEISURE IN MONTANA INC (131545):				736.75
MEDICAL AIR SERVICES ASSOCIATION (131887)				
	1328890	2022 PREMIUM	08/25/2022	5,244.00
Total :				5,244.00
Total MEDICAL AIR SERVICES ASSOCIATION (131887):				5,244.00
MLYNEK, DONALD (133046)				
	10.2040.19	UTILITY DEPOSIT REFUND	08/16/2022	33.02
Total :				33.02
Total MLYNEK, DONALD (133046):				33.02
NORTHWEST PIPE (7400)				
	7783123	TAPPING SADDLE FOR AUDITORIUM	08/15/2022	184.07
	7784980	FLANGE FOR FIRE LINE	08/24/2022	257.29
Total :				441.36
Total NORTHWEST PIPE (7400):				441.36
PARK COUNTY ANIMAL SHELTER (5120)				
	09012022	ANIMAL SERVICE CONTRACT - SEPT 2022	09/01/2022	4,166.67

Secondary Name	Invoice	Description	Invoice Date	Total Cost
Total :				4,166.67
Total PARK COUNTY ANIMAL SHELTER (5120):				4,166.67
PARK COUNTY COURT SUPERVISED TREATMENT (127346)				
	71322	OUTSIDE AGENCY FUNDING FY22-23	07/13/2022	5,000.00
Total :				5,000.00
Total PARK COUNTY COURT SUPERVISED TREATMENT (127346):				5,000.00
PARK DISTRICT COURT (132610)				
	81822	GARNISHMENT Civil #29877	08/18/2022	196.97
Total :				196.97
Total PARK DISTRICT COURT (132610):				196.97
PIONEER BUILDERS (133032)				
HIGHBIE, TONY	99.511144	REFUND TEMP METER FEE	07/25/2022	105.00
Total :				105.00
Total PIONEER BUILDERS (133032):				105.00
PREMIER VEHICLE INSTALLATION (131558)				
	38325	POLICE BUMPER BRACKETS	04/21/2022	180.00
Total :				180.00
Total PREMIER VEHICLE INSTALLATION (131558):				180.00
PURCELL TIRE AND RUBBER COMPANY (132837)				
DBA: PURCELL TIRE AND SERVICE C	31208677	SANITATION TIRES	06/16/2022	9,006.92
Total :				9,006.92
Total PURCELL TIRE AND RUBBER COMPANY (132837):				9,006.92
QUALITY ASPHALT PAVING, INC (125010)				
	2374	PAVED INTERSECTION FOR RW WORK	08/19/2022	1,162.50
Total :				1,162.50
Total QUALITY ASPHALT PAVING, INC (125010):				1,162.50
RAMEY, AMBER (133055)				
	82622	AUGUST MILEAGE REIMBURSEMENT	08/26/2022	7.75
Total :				7.75
Total RAMEY, AMBER (133055):				7.75
RANKIN, ESTATE OF PAUL E (133044)				
	14.5090.16	UTILITY DEPOSIT REFUND	07/11/2022	134.60

Secondary Name	Invoice	Description	Invoice Date	Total Cost
Total :				134.60
Total RANKIN, ESTATE OF PAUL E (133044):				134.60
RIVER OAKS COMMUNICATIONS CORP (131184)				
	08252022	TCT FRANCHISE AGREEMENT REVIEW	08/25/2022	2,864.50
Total :				2,864.50
Total RIVER OAKS COMMUNICATIONS CORP (131184):				2,864.50
ROCKY MOUNTAIN POWER (7570)				
	08182022	UTILITIES	08/18/2022	27.24
	08182022	UTILITIES	08/18/2022	313.45
Total :				340.69
Total ROCKY MOUNTAIN POWER (7570):				340.69
SABER PEST CONTROLL LLC (131183)				
	CH166	PEST CONTROL - CITY HALL	08/10/2022	70.00
	REC166	PEST CONTROL - REC CENTER	08/10/2022	105.00
	REC166	PEST CONTROL - REC CENTER	08/10/2022	105.00
Total :				280.00
Total SABER PEST CONTROLL LLC (131183):				280.00
SKARSHAUG TESTING LAB (9320)				
	261816	RUBBER GOODS TESTING	08/05/2022	1,152.73
Total :				1,152.73
Total SKARSHAUG TESTING LAB (9320):				1,152.73
STAROSTKA, JILL (132305)				
	44889752	REC CENTER REFUND	08/24/2022	100.00
Total :				100.00
Total STAROSTKA, JILL (132305):				100.00
STATE LANDS & INVESTMENTS OFFICE (125227)				
	CW157-7	LOAN PAYMENT #7 CW157	05/16/2022	74,926.60
	CW157-7	LOAN PAYMENT #7 CW157	05/16/2022	35,485.23
Total :				110,411.83
Total STATE LANDS & INVESTMENTS OFFICE (125227):				110,411.83
SYSTEMS GRAPHICS INC (129162)				
ADVANCED INFO SYSTEMS	15907	OUTSOURCE BILLS	08/16/2022	16.09
ADVANCED INFO SYSTEMS	15907	OUTSOURCE BILLS	08/16/2022	99.44
ADVANCED INFO SYSTEMS	15907	OUTSOURCE BILLS	08/16/2022	91.05
ADVANCED INFO SYSTEMS	15907	OUTSOURCE BILLS	08/16/2022	90.43
ADVANCED INFO SYSTEMS	15907	OUTSOURCE BILLS	08/16/2022	112.37
ADVANCED INFO SYSTEMS	15908	OUTSOURCE BILLS	08/22/2022	6.70

Secondary Name	Invoice	Description	Invoice Date	Total Cost
ADVANCED INFO SYSTEMS	15908	OUTSOURCE BILLS	08/22/2022	41.42
ADVANCED INFO SYSTEMS	15908	OUTSOURCE BILLS	08/22/2022	37.93
ADVANCED INFO SYSTEMS	15908	OUTSOURCE BILLS	08/22/2022	37.67
ADVANCED INFO SYSTEMS	15908	OUTSOURCE BILLS	08/22/2022	46.81
Total :				579.91
Total SYSTEMS GRAPHICS INC (129162):				579.91
THE OFFICE SHOP INC (7440)				
	212784	COPIER CONTRACT - COMMUNITY DEVELOPMENT	08/26/2022	154.87
	212784	COPIER CONTRACT - COMMUNITY DEVELOPMENT	08/26/2022	154.87
	212784	COPIER CONTRACT - COMMUNITY DEVELOPMENT	08/26/2022	159.57
	212785	COPIER CONTRACT - CITY SHOP	08/26/2022	27.06
	212785	COPIER CONTRACT - CITY SHOP	08/26/2022	27.06
	212785	COPIER CONTRACT - CITY SHOP	08/26/2022	23.87
	212785	COPIER CONTRACT - CITY SHOP	08/26/2022	27.06
	212785	COPIER CONTRACT - CITY SHOP	08/26/2022	27.06
	212785	COPIER CONTRACT - CITY SHOP	08/26/2022	27.06
Total :				628.48
Total THE OFFICE SHOP INC (7440):				628.48
TRAVELERS CL REMITTANCE CENTER (130089)				
	1072D1153-822	FY22-23 PROPERTY INSURANCE	08/12/2022	3,436.00
	1072D1153-822	FY22-23 PROPERTY INSURANCE	08/12/2022	1,202.00
	1072D1153-822	FY22-23 PROPERTY INSURANCE	08/12/2022	6,918.00
	1072D1153-822	FY22-23 PROPERTY INSURANCE	08/12/2022	192.00
	1072D1153-822	FY22-23 PROPERTY INSURANCE	08/12/2022	537.00
	1072D1153-822	FY22-23 PROPERTY INSURANCE	08/12/2022	9,419.00
	1072D1153-822	FY22-23 PROPERTY INSURANCE	08/12/2022	5,473.00
	1072D1153-822	FY22-23 PROPERTY INSURANCE	08/12/2022	3,176.00
	1072D1153-822	FY22-23 PROPERTY INSURANCE	08/12/2022	6,730.00
	1072D1153-822	FY22-23 PROPERTY INSURANCE	08/12/2022	1,860.00
	1072D1153-822	FY22-23 PROPERTY INSURANCE	08/12/2022	748.00
	1072D1153-822	FY22-23 PROPERTY INSURANCE	08/12/2022	3,033.00
	1072D1153-822	FY22-23 PROPERTY INSURANCE	08/12/2022	29.00
	1072D1153-822	FY22-23 PROPERTY INSURANCE	08/12/2022	74.00
	1072D1153-822	FY22-23 PROPERTY INSURANCE	08/12/2022	2,013.00
	1072D1153-822	FY22-23 PROPERTY INSURANCE	08/12/2022	492.00
	1072D1153-822	FY22-23 PROPERTY INSURANCE	08/12/2022	69.00
	1072D1153-822	FY22-23 PROPERTY INSURANCE	08/12/2022	5,390.00
	1072D1153-822	FY22-23 PROPERTY INSURANCE	08/12/2022	294.00
	1072D1153-822	FY22-23 PROPERTY INSURANCE	08/12/2022	5,432.00
	1072D1153-822	FY22-23 PROPERTY INSURANCE	08/12/2022	848.00
	1072D1153-822	FY22-23 PROPERTY INSURANCE	08/12/2022	9,549.00
	1072D1153-822	FY22-23 PROPERTY INSURANCE	08/12/2022	4,009.00
	1072D1153-822	FY22-23 PROPERTY INSURANCE	08/12/2022	2,105.00
Total :				73,028.00
Total TRAVELERS CL REMITTANCE CENTER (130089):				73,028.00
TUNDRA GENERAL CONTRACTORS, LLC (130416)				
	9202149	REPAIRS TO POOL FEATURES	06/23/2022	1,610.00

Secondary Name	Invoice	Description	Invoice Date	Total Cost
Total :				1,610.00
Total TUNDRA GENERAL CONTRACTORS, LLC (130416):				1,610.00
US POSTMASTER (129112)				
	081522	2 MONTHS POSTAGE FOR UTILITY BILLING	08/15/2022	3,700.00
Total :				3,700.00
Total US POSTMASTER (129112):				3,700.00
VALENZUELA JR, DANIEL (133048)				
	13.1370.25	UTILITY DEPOSIT REFUND	08/19/2022	146.25
Total :				146.25
Total VALENZUELA JR, DANIEL (133048):				146.25
VAN AUKEN, TRUTH (131597)				
	08242201	PERSONAL TRAINING SERVICES	08/24/2022	56.00
	08242202	PERSONAL TRAINING SERVICES	08/24/2022	46.55
	08242203	PERSONAL TRAINING SERVICES	08/24/2022	302.58
Total :				405.13
Total VAN AUKEN, TRUTH (131597):				405.13
WELLS FARGO COMMERICAL CARD (132565)				
	08232022	AMHT SRO Training Cancelled and REFUNDED	08/23/2022	195.00-
	08232022	maintenance of fitness equipment	08/23/2022	9.68
	08232022	cargo mat	08/23/2022	27.85
	08232022	yoke assembly D12	08/23/2022	558.73
	08232022	C15 Car Wash	08/23/2022	9.00
	08232022	drill bits	08/23/2022	38.58
	08232022	Filters F07	08/23/2022	47.17
	08232022	Employee meeting	08/23/2022	9.83
	08232022	pump D12	08/23/2022	2,206.83
	08232022	Advanced SRO Training Cancelled and REFUNDED	08/23/2022	345.00-
	08232022	Credit - Charged to City Incorrectly	08/23/2022	611.90-
	08232022	Mower fuel cap	08/23/2022	24.16
	08232022	Ear Plugs	08/23/2022	57.82
	08232022	Burn Kit	08/23/2022	91.91
	08232022	Burn Kit	08/23/2022	45.96
	08232022	Burn Kit	08/23/2022	45.96
	08232022	maintenance of fitness equipment	08/23/2022	73.77
	08232022	Duty Boots C26	08/23/2022	150.00
	08232022	C12 Car Wash	08/23/2022	9.00
	08232022	pump cover D12	08/23/2022	49.40
	08232022	Double mag pouches	08/23/2022	182.50
	08232022	lunch for training	08/23/2022	104.85
	08232022	toner	08/23/2022	203.99
	08232022	pens	08/23/2022	9.99
	08232022	propane	08/23/2022	26.27
	08232022	propane	08/23/2022	1.38
	08232022	KOM snacks	08/23/2022	16.00
	08232022	cables	08/23/2022	18.48
	08232022	C04 Car Wash	08/23/2022	9.00

Secondary Name	Invoice	Description	Invoice Date	Total Cost
	08232022	C25 Car Wash	08/23/2022	9.00
	08232022	supervisor meeting	08/23/2022	7.64
	08232022	Duty Boots C26	08/23/2022	69.98
	08232022	lunch for training	08/23/2022	24.55
	08232022	toners	08/23/2022	273.99
	08232022	toner	08/23/2022	101.89
	08232022	C14 Car Wash	08/23/2022	9.00
	08232022	concrete blocks	08/23/2022	29.88
	08232022	seal kit B36	08/23/2022	103.84
	08232022	meeting with Parks supervisor	08/23/2022	4.68
	08232022	Rec cross	08/23/2022	105.00
	08232022	Tree planting	08/23/2022	46.71
	08232022	Wasp spray	08/23/2022	13.58
	08232022	flash drive, card stock, labels, markers	08/23/2022	27.88
	08232022	flash drive, card stock, labels, markers	08/23/2022	13.94
	08232022	flash drive, card stock, labels, markers	08/23/2022	13.92
	08232022	C03 UA/Evidence to Lab	08/23/2022	7.64
	08232022	KOM swim fieldtrip	08/23/2022	340.00
	08232022	C08 Duty shirts and pants	08/23/2022	418.95
	08232022	RV hose coil	08/23/2022	25.99
	08232022	F01 bolts	08/23/2022	8.60
	08232022	C08 fuse holder	08/23/2022	32.96
	08232022	paper towels for Lab	08/23/2022	20.98
	08232022	C16 Uniform Laundering	08/23/2022	13.45
	08232022	Duty boots C21	08/23/2022	140.00
	08232022	lift rental	08/23/2022	358.54
	08232022	Lift rental	08/23/2022	358.53
	08232022	ground wire	08/23/2022	9.87
	08232022	propane	08/23/2022	26.60
	08232022	propane	08/23/2022	1.40
	08232022	F07 dirt shoe	08/23/2022	75.82
	08232022	C06 Car Wash	08/23/2022	9.00
	08232022	microsoft software	08/23/2022	166.39
	08232022	Irrigation	08/23/2022	594.00
	08232022	WRPA membership	08/23/2022	50.00
	08232022	WRPA conference	08/23/2022	175.00
	08232022	Breakroom	08/23/2022	55.95
	08232022	C04 Car Wash	08/23/2022	9.00
	08232022	winch return K40	08/23/2022	29.99-
	08232022	C12 Car Wash	08/23/2022	9.00
	08232022	monday at the movies for KOM	08/23/2022	346.00
	08232022	Shop supplies	08/23/2022	134.98
	08232022	wire stripper	08/23/2022	22.99
	08232022	wire terminals	08/23/2022	29.15
	08232022	C17 Car Wash	08/23/2022	9.00
	08232022	Soccer bags	08/23/2022	179.26
	08232022	winch	08/23/2022	179.99
	08232022	anchor for lit station	08/23/2022	64.99
	08232022	Irrigation	08/23/2022	20.91
	08232022	D01 hood springs	08/23/2022	578.38
	08232022	WAM Staff dinner check out for banquet at 2023 convention	08/23/2022	209.00
	08232022	Binder dividers, label tape	08/23/2022	175.75
	08232022	AMAZON BUSINESS PRIME SUBSCRIPTION	08/23/2022	199.24
	08232022	AMAZON BUSINESS PRIME SUBSCRIPTION	08/23/2022	390.80
	08232022	AMAZON BUSINESS PRIME SUBSCRIPTION	08/23/2022	379.85
	08232022	AMAZON BUSINESS PRIME SUBSCRIPTION	08/23/2022	25.60
	08232022	AMAZON BUSINESS PRIME SUBSCRIPTION	08/23/2022	11.78
	08232022	AMAZON BUSINESS PRIME SUBSCRIPTION	08/23/2022	54.86

Secondary Name	Invoice	Description	Invoice Date	Total Cost
	08232022	AMOZON BUSINESS PRIME SUBSCRIPTION	08/23/2022	90.40
	08232022	AMOZON BUSINESS PRIME SUBSCRIPTION	08/23/2022	57.18
	08232022	AMOZON BUSINESS PRIME SUBSCRIPTION	08/23/2022	89.29
	08232022	repairs to dryer	08/23/2022	150.66
	08232022	laminating sheets	08/23/2022	16.99
	08232022	Binders for ASAP	08/23/2022	37.92
	08232022	Tiny Tots supplies	08/23/2022	15.99
	08232022	embroidery	08/23/2022	211.54
	08232022	winch K40	08/23/2022	29.99
	08232022	ice cream toppings and napkins	08/23/2022	33.37
	08232022	batteries, windex, lysol	08/23/2022	35.88
	08232022	hole saw	08/23/2022	17.99
	08232022	Pump motor for V.V. pumphouse	08/23/2022	3,050.33
	08232022	Paid stamp	08/23/2022	11.99
	08232022	Double mag cases	08/23/2022	129.04
	08232022	4" conduit for Ballistic FX	08/23/2022	4,705.00
	08232022	4" conduit	08/23/2022	5,545.07
	08232022	sprinkler repairs	08/23/2022	26.91
	08232022	Sprinkler line	08/23/2022	73.03
	08232022	wilderness first aid	08/23/2022	108.00
	08232022	sprinkler repairs	08/23/2022	3.69
	08232022	Tree planting	08/23/2022	1,835.18
	08232022	Irrigation	08/23/2022	7.93
	08232022	Flashlight charger, flashlights with chargers, recorders, cases, active shooter bag, ear protection	08/23/2022	1,388.03
	08232022	Hyfin chest seals, Israeli battle bandages, Vas gauze dressing, Mylar thermal blankets	08/23/2022	795.08
	08232022	Hyfin chest seals, Israeli battle bandages, Vas gauze dressing, Mylar thermal blankets	08/23/2022	320.66
	08232022	blower parts	08/23/2022	75.09
	08232022	zip ties	08/23/2022	78.62
	08232022	Roller Event DJ	08/23/2022	150.00
	08232022	Charged to City Incorrectly - Being Credited Back	08/23/2022	611.90
	08232022	Tree planting	08/23/2022	22.29
	08232022	Irrigation	08/23/2022	8.71
	08232022	Tree planting	08/23/2022	217.98
	08232022	rebar	08/23/2022	44.00
	08232022	Utilities	08/23/2022	24.23
	08232022	Utilities	08/23/2022	41.42
	08232022	Utilities	08/23/2022	41.42
	08232022	Utilities	08/23/2022	122.85
	08232022	Utilities	08/23/2022	41.42
	08232022	Utilities	08/23/2022	41.42
	08232022	Utilities	08/23/2022	630.41
	08232022	Utilities	08/23/2022	165.68
	08232022	Utilities	08/23/2022	32.31
	08232022	Utilities	08/23/2022	106.59
	08232022	Utilities	08/23/2022	89.88
	08232022	Utilities	08/23/2022	242.88
	08232022	Utilities	08/23/2022	40.01
	08232022	Utilities	08/23/2022	110.03
	08232022	Utilities	08/23/2022	122.85
	08232022	Utilities	08/23/2022	244.98
	08232022	Utilities	08/23/2022	40.01
	08232022	Utilities	08/23/2022	41.42
	08232022	Utilities	08/23/2022	13.67
	08232022	Utilities	08/23/2022	132.54
	08232022	Utilities	08/23/2022	13.13
	08232022	Utilities	08/23/2022	13.67

Secondary Name	Invoice	Description	Invoice Date	Total Cost
	08232022	Utilities	08/23/2022	96.36
	08232022	Utilities	08/23/2022	52.13
	08232022	Utilities	08/23/2022	14.08
	08232022	Utilities	08/23/2022	96.36
	08232022	Utilities	08/23/2022	36.35
	08232022	Utilities	08/23/2022	297.68
	08232022	Utilities	08/23/2022	137.62
	08232022	Utilities	08/23/2022	312.00
	08232022	first aid cpr training	08/23/2022	95.00
	08232022	first aid cpr training	08/23/2022	95.00
	08232022	FR Clothing	08/23/2022	335.97
	08232022	repairs to boilers	08/23/2022	157.50
	08232022	repairs to boilers	08/23/2022	157.50
	08232022	FR Clothing	08/23/2022	755.93
	08232022	Hyfin chest seals, Israeli battle bandages, Vas gauze dressing, Mylar thermal blankets	08/23/2022	131.61
	08232022	Uniform suspenders	08/23/2022	158.70
	08232022	pre employment drug test	08/23/2022	45.00
	08232022	C03 UA/Evidence to Lab	08/23/2022	9.35
	08232022	parts for west ave raw water	08/23/2022	1,342.40
	08232022	FR Clothing	08/23/2022	552.94
	08232022	Irrigation	08/23/2022	51.34
	08232022	mail out runners stampede t shirts	08/23/2022	36.82
	08232022	F07 dirt shoe	08/23/2022	73.30
	08232022	FR Clothing	08/23/2022	832.89
	08232022	FR Clothing	08/23/2022	164.46
	08232022	Shop supplies	08/23/2022	54.99
	08232022	Irrigation	08/23/2022	12.14
	08232022	C10 Car Wash	08/23/2022	9.00
	08232022	conference	08/23/2022	1,100.00
	08232022	propane	08/23/2022	22.47
	08232022	propane	08/23/2022	1.18
	08232022	lubricant	08/23/2022	143.88
	08232022	water	08/23/2022	19.74
	08232022	Gracie Level II Training C09	08/23/2022	995.00
	08232022	FR clothing	08/23/2022	321.95
	08232022	Pistol Light C25	08/23/2022	125.01
	08232022	Signage	08/23/2022	84.78
	08232022	Paint	08/23/2022	4,465.44
	08232022	Sales Tax REFUND	08/23/2022	1.44-
	08232022	Sales Tax REFUND	08/23/2022	.80-
	08232022	Risk assessments	08/23/2022	343.50
	08232022	leaf blower	08/23/2022	249.99
	08232022	RANDOM DRUG TEST	08/23/2022	180.00
	08232022	RANDOM DRUG TEST	08/23/2022	94.50
	08232022	RANDOM DRUG TEST	08/23/2022	18.00
	08232022	RANDOM DRUG TEST	08/23/2022	85.50
	08232022	RANDOM DRUG TEST	08/23/2022	54.00
	08232022	RANDOM DRUG TEST	08/23/2022	27.00
	08232022	RANDOM DRUG TEST	08/23/2022	72.00
	08232022	FOlders	08/23/2022	47.79
	08232022	water for mini golf	08/23/2022	5.36
	08232022	shower rings and duct tape	08/23/2022	16.85
	08232022	KOM supplies	08/23/2022	132.62
	08232022	sanding sponge, primer and cement	08/23/2022	20.97
	08232022	repairs to rec doors	08/23/2022	8.23
	08232022	Chaulk	08/23/2022	12.37
	08232022	stencil sprayer	08/23/2022	1,615.00
	08232022	File Folder Labels	08/23/2022	25.99

Secondary Name	Invoice	Description	Invoice Date	Total Cost
	08232022	APWA Membership Renewal	08/23/2022	232.00
	08232022	Badge shrouds	08/23/2022	9.99
	08232022	safety boots	08/23/2022	175.00
	08232022	goggles to sell	08/23/2022	570.40
	08232022	New shredder for front desk	08/23/2022	309.98
	08232022	Tiny Tots Classroom supplies	08/23/2022	72.95
	08232022	cap for aquatic feature	08/23/2022	2.99
	08232022	C21 Car Wash	08/23/2022	9.00
	08232022	Safety gloves	08/23/2022	171.00
	08232022	Irrigation	08/23/2022	15.99
	08232022	Tiny Tots classroom supplies	08/23/2022	21.99
	08232022	C09 Car Wash	08/23/2022	9.00
	08232022	Notary Stamp C05	08/23/2022	42.70
	08232022	KOM movies	08/23/2022	497.00
	08232022	WyoGeo Fall Conference	08/23/2022	100.00
	08232022	gasket for aquatic feature	08/23/2022	15.31
	08232022	Utilities	08/23/2022	56.45
	08232022	Utilities	08/23/2022	88.03
	08232022	Utilities	08/23/2022	1,467.87
	08232022	Utilities	08/23/2022	56.45
	08232022	Utilities	08/23/2022	194.47
	08232022	Utilities	08/23/2022	543.12
	08232022	Utilities	08/23/2022	543.12
	08232022	Utilities	08/23/2022	72.40
	08232022	Utilities	08/23/2022	88.03
	08232022	Utilities	08/23/2022	194.47
	08232022	Utilities	08/23/2022	159.00
	08232022	Utilities	08/23/2022	200.37
	08232022	Utilities	08/23/2022	89.54
	08232022	D12 bolts	08/23/2022	3.56
	08232022	keys	08/23/2022	31.47
	08232022	Mount for Scale Display	08/23/2022	41.85
	08232022	Equipment rental	08/23/2022	6,376.73
	08232022	shirts for runners stampede	08/23/2022	244.77
	08232022	shirts for runners stampede	08/23/2022	244.77
	08232022	propane	08/23/2022	21.62
	08232022	propane	08/23/2022	1.13
	08232022	curb valve boxes	08/23/2022	53.77
	08232022	leather work gloves	08/23/2022	111.96
	08232022	snap links for aquatics features	08/23/2022	13.44
	08232022	batteries	08/23/2022	2.66-
	08232022	detective vehicle lights	08/23/2022	331.96
	08232022	Irrigation	08/23/2022	67.14
	08232022	cones wrong charge credit	08/23/2022	2,224.50-
	08232022	multimeter	08/23/2022	317.00
	08232022	rec center fitness equipment	08/23/2022	26.25
	08232022	Irrigation	08/23/2022	924.92
	08232022	Weed control	08/23/2022	339.99
	08232022	runners stampede signs Paid through donation Jay Nelson	08/23/2022	236.00
	08232022	signs for runners stampede paid for by donation Jay Nelson	08/23/2022	236.00
	08232022	2x4s	08/23/2022	47.06
	08232022	adhesive, grout and paint	08/23/2022	20.98
	08232022	repairs to aquatic features	08/23/2022	66.05
	08232022	Employee Recognition Picnic	08/23/2022	35.64
	08232022	Employee Recognition Picnic	08/23/2022	71.28
	08232022	Employee Recognition Picnic	08/23/2022	8.22
	08232022	Employee Recognition Picnic	08/23/2022	2.74
	08232022	Employee Recognition Picnic	08/23/2022	30.16

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	08232022	Employee Recognition Picnic	08/23/2022	5.48
	08232022	Employee Recognition Picnic	08/23/2022	8.22
	08232022	Employee Recognition Picnic	08/23/2022	30.16
	08232022	Employee Recognition Picnic	08/23/2022	32.90
	08232022	Employee Recognition Picnic	08/23/2022	10.97
	08232022	Employee Recognition Picnic	08/23/2022	5.49
	08232022	Employee Recognition Picnic	08/23/2022	32.90
	08232022	light bulbs for auditorium	08/23/2022	25.99
	08232022	C03 UA/Evidence to Lab	08/23/2022	7.66
	08232022	external hard drive	08/23/2022	49.97
	08232022	Weed control	08/23/2022	19.99
	08232022	Duct Tape and Disc's	08/23/2022	37.55
	08232022	Irrigation	08/23/2022	5.73
	08232022	lift rental	08/23/2022	917.50
	08232022	pvc pipe for service drops	08/23/2022	90.45
	08232022	Receipt printer	08/23/2022	261.36
	08232022	G05 parts	08/23/2022	680.60
	08232022	cones	08/23/2022	2,224.50
	08232022	supplies to put up the buckets for aquatic feature	08/23/2022	107.72
	08232022	MARKETING ADS	08/23/2022	250.00
	08232022	CONCERTS IN THE PARK ADS	08/23/2022	530.00
	08232022	POLICE VACANCY	08/23/2022	138.40
	08232022	PARK VACANCY AD	08/23/2022	183.36
	08232022	LEAGAL PUBLICATIONS AND MNUTES PUBLICATION	08/23/2022	2,265.75
	08232022	C17 Car Wash	08/23/2022	9.00
	08232022	female coupling for plumbing in pool	08/23/2022	28.35
	08232022	Safety supplies	08/23/2022	57.18
	08232022	C23 Car Wash	08/23/2022	5.10
	08232022	janitorial supplies	08/23/2022	33.54
	08232022	return ear plugs	08/23/2022	102.48-
	08232022	3 ring binders	08/23/2022	7.94
	08232022	reg assembly A104, filter A18, A102	08/23/2022	71.25
	08232022	hardware kit brake drum and shoes B19	08/23/2022	220.11
	08232022	mudflaps D14, credits for incorrect charges	08/23/2022	.11-
	08232022	grease	08/23/2022	12.59
	08232022	return of leak detector	08/23/2022	340.93-
	08232022	wire set B02	08/23/2022	29.69
	08232022	filter C01 C03 C06, brake clean and paint C04, terminal fuses and holder C06	08/23/2022	260.93
	08232022	filter B36 B45	08/23/2022	10.58
	08232022	filter and capsule B09	08/23/2022	30.93
	08232022	Work boots	08/23/2022	175.00
	08232022	1st aid cpr	08/23/2022	35.00
	08232022	propane	08/23/2022	9.98
	08232022	propane	08/23/2022	.52
	08232022	pool chemicals	08/23/2022	75.00
	08232022	pool chemicals	08/23/2022	75.00
	08232022	C01 Car Wash	08/23/2022	13.00
	08232022	respirator PPE	08/23/2022	53.16
	08232022	Respirator PPE	08/23/2022	53.16
	08232022	swivel eye snap hook for pool	08/23/2022	17.79
	08232022	cam oil	08/23/2022	3.99
	08232022	Adult 1st aid cpr	08/23/2022	35.00
	08232022	REFUND Sales Tax C08	08/23/2022	4.86-
	08232022	office phone parks division	08/23/2022	74.95
	08232022	C21 Car Wash	08/23/2022	9.00
	08232022	Bar Oil	08/23/2022	21.99
	08232022	C06 Car Wash	08/23/2022	9.00
	08232022	Duty Belt C08	08/23/2022	126.36

Secondary Name	Invoice	Description	Invoice Date	Total Cost
	08232022	flush lever for city hall toilets	08/23/2022	11.99
	08232022	toner	08/23/2022	333.89
	08232022	respirator canister	08/23/2022	27.99
	08232022	janitorial supplies	08/23/2022	94.13
	08232022	random drug test	08/23/2022	35.00
	08232022	random drug test	08/23/2022	35.00
	08232022	random drug test	08/23/2022	105.00
	08232022	filter	08/23/2022	14.66
	08232022	Irrigation	08/23/2022	35.94
	08232022	C09 SRO Training	08/23/2022	345.00
	08232022	SRO Annual Membership	08/23/2022	40.00
	08232022	C12 Car Wash	08/23/2022	9.00
	08232022	C09 SRO Training	08/23/2022	195.00
	08232022	absorbent	08/23/2022	19.76
	08232022	Tractor belt	08/23/2022	16.97
	08232022	KOM movies	08/23/2022	798.00
	08232022	Replacement wedge for Big Easy	08/23/2022	49.31
	08232022	Label maker	08/23/2022	59.99
	08232022	KOM supplies	08/23/2022	116.40
	08232022	leather work gloves	08/23/2022	446.88
	08232022	repairs to chiller at Rec Center	08/23/2022	315.00
	08232022	Batteries for Fault Locator	08/23/2022	144.24
	08232022	Employee appreciation	08/23/2022	35.96
	08232022	drum refund	08/23/2022	105.00-
	08232022	Utilities	08/23/2022	1,896.19
	08232022	Utilities	08/23/2022	5,452.92
	08232022	Utilities	08/23/2022	367.86
	08232022	Utilities	08/23/2022	279.55
	08232022	Utilities	08/23/2022	687.46
	08232022	Utilities	08/23/2022	9,647.43
	08232022	Utilities	08/23/2022	1,222.00
	08232022	Utilities	08/23/2022	7,420.33
	08232022	Utilities	08/23/2022	7,402.78
	08232022	Utilities	08/23/2022	15.44
	08232022	Utilities	08/23/2022	986.09
	08232022	Utilities	08/23/2022	1,197.97
	08232022	Utilities	08/23/2022	1,197.97
	08232022	Utilities	08/23/2022	319.59
	08232022	Utilities	08/23/2022	623.62
	08232022	Utilities	08/23/2022	42.15
	08232022	Utilities	08/23/2022	11.00
	08232022	Utilities	08/23/2022	4.58
	08232022	Utilities	08/23/2022	441.90
	08232022	Utilities	08/23/2022	7.66
	08232022	Utilities	08/23/2022	7.66
	08232022	Utilities	08/23/2022	7.66
	08232022	Utilities	08/23/2022	7.66
	08232022	Utilities	08/23/2022	7.66
	08232022	PARKS VACANCY	08/23/2022	244.00
	08232022	CONCERTS IN THE PARK ADS	08/23/2022	595.00
	08232022	POLICE VACANCY	08/23/2022	172.00
	08232022	Batteries for Level	08/23/2022	11.95
	08232022	paper supplies for lab	08/23/2022	51.15
	08232022	pickleball nets	08/23/2022	599.98
	08232022	Mount for Scale Display	08/23/2022	13.95
	08232022	lifeguarding certification	08/23/2022	45.00
	08232022	Vehicles	08/23/2022	30.98
	08232022	spotify music	08/23/2022	9.99

Secondary Name	Invoice	Description	Invoice Date	Total Cost
	08232022	Vehicles	08/23/2022	15.99-
	08232022	C10 Car Wash	08/23/2022	9.00
	08232022	Wilderness 1st Aid manuals and guides	08/23/2022	163.05
	08232022	bug wash	08/23/2022	11.98
	08232022	Fuel to/from WLEA for Graduation	08/23/2022	55.58
	08232022	KOM food supplies	08/23/2022	25.57
	08232022	CDL ELDT Instructor Materials	08/23/2022	9.99
	08232022	KOM snacks	08/23/2022	33.46
	08232022	repairs to grout in pool	08/23/2022	89.99
	08232022	Mini Golf inventory	08/23/2022	23.58
	08232022	Office supplies	08/23/2022	12.51
	08232022	KOM supplies	08/23/2022	167.69
	08232022	gloves	08/23/2022	109.03
	08232022	galv cans	08/23/2022	98.97
	08232022	shop towels and grease	08/23/2022	33.54
	08232022	painting supplies	08/23/2022	26.74
	08232022	bulbs for security lights at City Hall	08/23/2022	57.55
	08232022	Irrigation	08/23/2022	66.55
	08232022	Security Contract	08/23/2022	145.35
	08232022	tv and movie licensing agreement	08/23/2022	949.00
	08232022	Weed control	08/23/2022	34.98
	08232022	Safety glasses	08/23/2022	99.98
	08232022	Duty shirt C20	08/23/2022	56.00
	08232022	new flow meter	08/23/2022	2,718.00
	08232022	file folder metal tabs	08/23/2022	15.58
	08232022	C07 Car Wash	08/23/2022	9.00
	08232022	concrete anchors	08/23/2022	44.99
	08232022	Microfiber towels for the front desk	08/23/2022	69.96
	08232022	Tools	08/23/2022	264.98
	08232022	Security Contract	08/23/2022	76.80
	08232022	Security Contract	08/23/2022	76.80
	08232022	CDL ELDT Instructor Materials	08/23/2022	82.59
	08232022	CDL ELDT Instructor Materials	08/23/2022	82.59
	08232022	CDL ELDT Student Manual	08/23/2022	49.99
	08232022	CDL ELDT Student Manual	08/23/2022	49.99
	08232022	light bulbs for security lights at City Hall	08/23/2022	246.91
	08232022	Replacement ink pads	08/23/2022	25.98
	08232022	C10 Car Wash	08/23/2022	9.00
	08232022	cardboard bale stingers	08/23/2022	159.00
	08232022	shipping WAM CAT	08/23/2022	18.01
	08232022	propane	08/23/2022	42.75
	08232022	propane	08/23/2022	2.25
	08232022	Irrigation	08/23/2022	5.38
	08232022	breakroom supplies	08/23/2022	46.12
	08232022	Irrigation	08/23/2022	4.78
	08232022	Butterfly bandages	08/23/2022	5.12
	08232022	ear plugs and safety glasses	08/23/2022	195.99
	08232022	First Aid Kit	08/23/2022	142.52
	08232022	First Aid Kit	08/23/2022	142.52
	08232022	First Aid Kit	08/23/2022	71.25
	08232022	First Aid Kit	08/23/2022	71.26
	08232022	C05 rebuild	08/23/2022	3,100.87
	08232022	Utilities	08/23/2022	297.40
	08232022	Utilities	08/23/2022	165.36
	08232022	Utilities	08/23/2022	242.72
	08232022	Utilities	08/23/2022	41.34
	08232022	Utilities	08/23/2022	41.35
	08232022	Utilities	08/23/2022	96.27

Secondary Name	Invoice	Description	Invoice Date	Total Cost
	08232022	Utilities	08/23/2022	629.19
	08232022	Utilities	08/23/2022	234.39
	08232022	Utilities	08/23/2022	13.64
	08232022	Utilities	08/23/2022	14.06
	08232022	Utilities	08/23/2022	41.34
	08232022	Utilities	08/23/2022	122.69
	08232022	Utilities	08/23/2022	89.68
	08232022	Utilities	08/23/2022	106.45
	08232022	Utilities	08/23/2022	41.34
	08232022	Utilities	08/23/2022	96.27
	08232022	Utilities	08/23/2022	36.26
	08232022	Utilities	08/23/2022	32.25
	08232022	Utilities	08/23/2022	132.43
	08232022	Utilities	08/23/2022	13.10
	08232022	Utilities	08/23/2022	52.10
	08232022	Utilities	08/23/2022	122.69
	08232022	Utilities	08/23/2022	137.35
	08232022	Utilities	08/23/2022	13.64
	08232022	Utilities	08/23/2022	24.17
	08232022	Utilities	08/23/2022	70.03
	08232022	Utilities	08/23/2022	40.01
	08232022	Utilities	08/23/2022	40.01
	08232022	Utilities	08/23/2022	41.32
	08232022	Binders, notebooks, label tape	08/23/2022	122.46
	08232022	Security Contract	08/23/2022	75.98
	08232022	Security Contract	08/23/2022	37.99
	08232022	Security Contract	08/23/2022	37.98
	08232022	Utilities	08/23/2022	1,407.37
	08232022	Utilities	08/23/2022	66.00
	08232022	Utilities	08/23/2022	440.44
	08232022	Utilities	08/23/2022	9,899.27
	08232022	Utilities	08/23/2022	54.76
	08232022	repair parts RV water line	08/23/2022	6.74
	08232022	Badge holder, duty belt C10	08/23/2022	101.49
	08232022	DEF fluid	08/23/2022	267.31
	08232022	Toner for printer up front	08/23/2022	95.78
	08232022	Employee Appreciation Picnic	08/23/2022	7.17
	08232022	Employee Appreciation Picnic	08/23/2022	14.31
	08232022	Employee Appreciation Picnic	08/23/2022	1.65
	08232022	Employee Appreciation Picnic	08/23/2022	.55
	08232022	Employee Appreciation Picnic	08/23/2022	6.05
	08232022	Employee Appreciation Picnic	08/23/2022	1.10
	08232022	Employee Appreciation Picnic	08/23/2022	1.65
	08232022	Employee Appreciation Picnic	08/23/2022	6.05
	08232022	Employee Appreciation Picnic	08/23/2022	6.60
	08232022	Employee Appreciation Picnic	08/23/2022	2.20
	08232022	Employee Appreciation Picnic	08/23/2022	1.10
	08232022	Employee Appreciation Picnic	08/23/2022	6.61
	08232022	Utilities	08/23/2022	347.20
	08232022	C05 Duty boots resoled	08/23/2022	85.00
	08232022	C03 UA/Evidence to Lab	08/23/2022	7.66
	08232022	Notebooks	08/23/2022	11.66
	08232022	light bulbs for rec center	08/23/2022	312.25
	08232022	Notary Stamp C30	08/23/2022	25.73
	08232022	contact cement and thinner	08/23/2022	19.98
	08232022	C17 Car Wash	08/23/2022	9.00
	08232022	C12 Car Wash	08/23/2022	9.00
	08232022	Utilities	08/23/2022	88.03

Secondary Name	Invoice	Description	Invoice Date	Total Cost
	08232022	Utilities	08/23/2022	1,467.24
	08232022	Utilities	08/23/2022	56.45
	08232022	Utilities	08/23/2022	194.47
	08232022	Utilities	08/23/2022	547.77
	08232022	Utilities	08/23/2022	547.77
	08232022	Utilities	08/23/2022	88.03
	08232022	Utilities	08/23/2022	194.47
	08232022	Utilities	08/23/2022	200.37
	08232022	Utilities	08/23/2022	89.53
	08232022	Utilities	08/23/2022	56.46
	08232022	Utilities	08/23/2022	72.40
	08232022	Utilities	08/23/2022	159.00
	08232022	C05 Car Wash	08/23/2022	9.00
	08232022	pinpointer repairs	08/23/2022	737.96
	08232022	C06 Car Wash	08/23/2022	9.00
	08232022	keys for front desk	08/23/2022	35.00
	08232022	keys for aquatics	08/23/2022	35.00
	08232022	ISA membership	08/23/2022	52.00
	08232022	R.W. splicing tape	08/23/2022	32.55
	08232022	C18 Gas to/from WLEA PO Basic	08/23/2022	78.21
	08232022	Printer Cartridge	08/23/2022	79.89
	08232022	Return C17 Vest to Point Blank Enterprises	08/23/2022	73.23
	08232022	Irrigation	08/23/2022	1,314.82
	08232022	Marking paint	08/23/2022	121.96
	08232022	wsj training	08/23/2022	160.00
	08232022	Disputed charge	08/23/2022	15.59
	08232022	F07 parts	08/23/2022	627.60
	08232022	paint buckets	08/23/2022	33.54
	08232022	C24 Car Wash	08/23/2022	5.75
	08232022	swamp coolers at Auditorium	08/23/2022	12.99
	08232022	Office Supplies	08/23/2022	54.02
	08232022	C04 Car Wash	08/23/2022	9.00
	08232022	Floor Jack	08/23/2022	263.99
	08232022	Floor Jack	08/23/2022	263.99
	08232022	propane	08/23/2022	23.28
	08232022	propane	08/23/2022	1.22
	08232022	C03 Car Wash	08/23/2022	9.00
	08232022	shop towels	08/23/2022	11.99
	08232022	WSI training	08/23/2022	40.00
	08232022	C10 Car Wash	08/23/2022	9.00
Total :				149,809.86
Total WELLS FARGO COMMERICAL CARD (132565):				149,809.86
WEST PARK HOSPITAL (10500)				
DBA CODY REGIONAL HEALTH	A05720305	DUI BLOOD DRAW CPD CASE #22-376	08/09/2022	244.00
DBA CODY REGIONAL HEALTH	A05745047	DUI BLOOD DRAW CPD CASE #22-436	08/09/2022	244.00
DBA CODY REGIONAL HEALTH	A05754304	DUI BLOOD DRAW CPD CASE #22-458	08/09/2022	244.00
Total :				732.00
Total WEST PARK HOSPITAL (10500):				732.00
WESTERN UNITED ELECTRIC SUPPLY (10605)				
	6066250	POLYMER DEAD-END BELLS	08/10/2022	838.43
	6066250	POLYMER DEAD-END BELLS	08/10/2022	386.97

Secondary Name	Invoice	Description	Invoice Date	Total Cost
Total :				1,225.40
Total WESTERN UNITED ELECTRIC SUPPLY (10605):				1,225.40
WYOMING LAW ENFORCEMENT ACADEMY (10900)				
FISCAL DIVISION	C-11801	PO BASIC - TILMAN C18	08/17/2022	657.50
Total :				657.50
Total WYOMING LAW ENFORCEMENT ACADEMY (10900):				657.50
ZIVARO INC (131755)				
	IC0456723	EVAULT CLOUD DATA STORAGE	08/18/2022	28.24
	IC0456723	EVAULT CLOUD DATA STORAGE	08/18/2022	282.40
	IC0456723	EVAULT CLOUD DATA STORAGE	08/18/2022	9.41
	IC0456723	EVAULT CLOUD DATA STORAGE	08/18/2022	28.24
	IC0456723	EVAULT CLOUD DATA STORAGE	08/18/2022	56.48
	IC0456723	EVAULT CLOUD DATA STORAGE	08/18/2022	37.65
	IC0456723	EVAULT CLOUD DATA STORAGE	08/18/2022	28.24
	IC0456723	EVAULT CLOUD DATA STORAGE	08/18/2022	367.12
	IC0456723	EVAULT CLOUD DATA STORAGE	08/18/2022	47.07
	IC0456723	EVAULT CLOUD DATA STORAGE	08/18/2022	28.24
	IC0456723	EVAULT CLOUD DATA STORAGE	08/18/2022	28.25
Total :				941.34
Total ZIVARO INC (131755):				941.34
Grand Totals:				495,781.12

Payroll 08/14/22 281,960.51

Payroll 08/28/22 280,429.23

Report GL Period Summary

GL Period	Amount
08/22	495,781.12
Grand Totals:	495,781.12

Total 1,058,170.86

Vendor number hash: 7293686
Vendor number hash - split: 85864771
Total number of invoices: 84
Total number of transactions: 690

Terms Description	Invoice Amount	Discount Amount	Net Invoice Amount
Open Terms	495,781.12	.00	495,781.12
Grand Totals:	495,781.12	.00	495,781.12

Terms Description	Invoice Amount	Discount Amount	Net Invoice Amount
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Report Criteria:
Invoice Detail.Input date = 08/30/2022
Invoice.Batch = {NOT LIKE} "1"

MEETING DATE: SEPT. 6, 2022
DEPARTMENT: PARKS, RECREATION &
PUBLIC FACILITIES
PREPARED BY: MIKE FINK
PRESENTED BY: RICK MANCHESTER

2022 Cody Soroptimist's Run for Hope

ACTION TO BE TAKEN

Request City Council to approve The Cody Soroptimist's Club to hold their 14th annual "Run for Hope". A 5K and 10K walk-run benefit on October 1st, 2022.

SUMMARY OF INFORMATION

The "Run for Hope" is to benefit the Lainey Cole Memorial Women's Cancer Fund. This memorial fund provides assistance to women battling cancer. Lainey was a leader of the Soroptimists and the programs and services they provide to better the well-being of women and young girls in the Cody Community.

The race will start at 9:30 am and will not require any street closures. The races will begin and end at the Paul Stock Recreation Center, 1402 Heart Mountain Street.

The Soroptimists will utilize volunteer help with traffic control at the beginning of the race and throughout the race as needed. All traffic rules will be followed by participants.

FISCAL IMPACT

The Soroptimists will not require any City staff to assist with traffic control.

There will be an additional charge to cover any call out fees.

The Recreation Department has a Special Event Permit of \$25.00 for the use of our directional and caution signs, barricades and safety cones for the race.

The Soroptimist group will provide the Recreation Department with proof of insurance for this event.

ALTERNATIVES

1. Approve the Soroptimist's Run
2. Approve with conditions
3. Deny the request

ATTACHMENTS

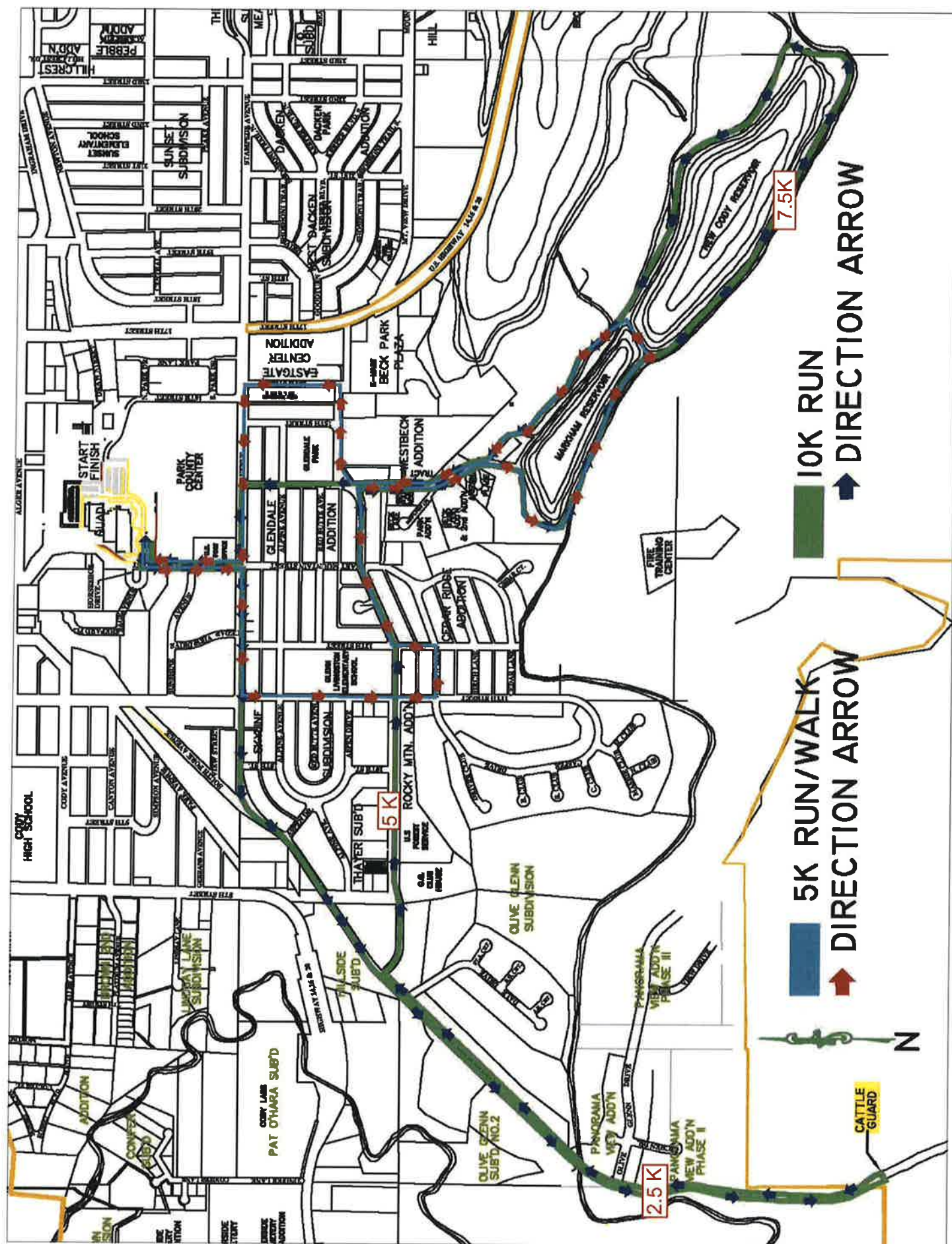
Map of the planned race routes

AGENDA & SUMMARY REPORT TO

Rick Manchester, Parks, Recreation & Public Facilities Director (307) 587-0400

Mike Fink, Public Facilities and Recreation Superintendent (307) 587-0400

Elysa Nelson, Cody Soroptimist International Club (307) 254-0317



AGREEMENT FOR PUBLIC ART SERVICES BETWEEN THE CITY OF CODY, WYOMING AND THE LARAMIE PUBLIC ART COALITION

1. **Parties.** The parties to this Agreement are the CITY of Cody, a municipality duly organized and existing under the laws of the State of Wyoming, whose address is 1338 Rumsey Ave, Cody, WY 82414, hereafter referred to as CITY, and the Laramie Public Art Coalition (LPAC), whose address is 115 Iverson Avenue, Laramie, Wyoming 82070, hereafter referred to as LPAC, a Wyoming non-profit corporation.
2. **Purpose of Agreement.** The purpose of this Agreement is to establish a partnership between the CITY and LPAC for the purpose of assisting the CITY with best practices for public art processes and a sustainable plan of action for the Cody Public Art Committee. The CITY will pay to LPAC \$10,000 to be paid in two installments: \$5,000 upon delivery of the Request for Qualifications for Cody mural project, and \$5,000 upon delivery of the Cody Public Art Committee Sustainability Plan. LPAC will invoice for each milestone. Should additional services be provided by LPAC beyond the timeline indicated below, a service fee of \$100/hour will be initiated.
3. **Term.** The term of the Contract is from the date of execution until June 30, 2023.
4. **LPAC Responsibilities.** LPAC will:
 - Create a sustainability plan for the Cody Public Art Committee, to include roles and responsibilities for committee members, standard agreements for artwork in public space, a policy on artist selection, and a fundraising guide.
 - Host a kick-off meeting in Cody in September 2022
 - Host a virtual check-in meeting in November 2022
 - Lead an artist selection process for a mural in Cody, including drafting a Request for Qualifications, administering a selection committee process, and a debrief with the Cody Public Art Committee to determine feasibility moving forward.
 - Write and circulate a Request for Qualifications to regional artists. Host an artist meet-up (virtual is an option) in March 2023 as an information session for the mural process
 - Host in-person Selection Committee in April 2023
 - Provide the Cody Public Art Committee with guiding documents (Sustainability Plan and Artist Selection Process) by June 30, 2023.
5. **General Provisions.**
 - a. **Amendments.** Any changes, modifications, revisions or amendments to this Agreement which are mutually agreed upon by the parties to this Agreement shall be incorporated by written instrument, executed and signed by all parties of this Agreement.
 - b. **Applicable Law.** The construction, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Wyoming.

c. Compliance with Laws. LPAC shall keep informed of and comply with all applicable federal, state and local laws and regulations in the performance of this Agreement.

d. Entirety of Agreement. This Agreement consisting of three (3) pages represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

e. Indemnification. LPAC shall release, indemnify and hold harmless the CITY and their officers, agents, employees, successors and assigns from any cause of action, or claims or demands arising out of the LPAC's performance under this Agreement.

f. Independent Contractor. LPAC shall function as an independent contractor for the purposes of this Agreement. LPAC shall assume sole responsibility for any debts or liabilities that may be incurred by LPAC. Nothing in this Agreement shall be interpreted as authorizing LPAC or its agents or employees to act as an agent or representative of or on behalf of the CITY or to incur any obligation of any kind on the behalf of the CITY.

g. Notice. All notices arising out of or from the provisions of this Agreement shall be in writing and given to the parties either by regular mail or deliver in person.

h. Nondiscrimination. LPAC shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act, Wyo. Stat. § 27-9-105 et seq., and the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, et seq. LPAC shall assure that no person is discriminated against based on the grounds of age, sex, race, religion, national origin or disability in connection with the performance of this Agreement.

i. Termination. Either party may terminate this Agreement for any reason or no reason by giving 30 day's written notice. Termination is effective at the end of the 30-day notice period and LPAC shall return to the City any unexpended funds at the end of the notice period. CITY shall pay to LPAC a prorated amount of the fees based on the proportion of the work they have performed as described in this Agreement.

j. No Third-Party Beneficiaries. The parties hereto agree that this Agreement shall be applicable only to the parties themselves and shall not be deemed to be for the benefit of any person who is not a party hereto.

k. Confidentiality Obligation. It is specifically acknowledged and agreed between the parties that there may be occasions in which LPAC receives confidential commercial and/or financial data and trade secret information from third parties or instances in which LPAC uses its own confidential commercial and/or financial data and trade secret information. All such information--whether from third parties or from LPAC or one of its constituent entities--is hereinafter collectively referred to as "Proprietary Information." In any instance when the LPAC or any its directors, officers, employees, committees, or representatives has such Proprietary Information and such Proprietary Information is discussed with or disclosed to the CITY in any manner whatsoever, the CITY covenants and agrees that it will keep all such Proprietary Information strictly confidential and shall deny the right of inspection of such Proprietary Information pursuant to Wyo. Stat. Ann. § 16-4-203(d)(v) and/or other applicable provisions of Wyoming law precluding disclosure. If any party files any claim, lawsuit, legal challenge,

administrative proceeding or other legal, judicial or administrative process seeking the disclosure of any such Proprietary Information, LPAC shall indemnify CITY for any and all costs, expenses and fees (including, but not limited attorney's fees) in defending any such Proprietary Information.

6. **Signatures.** In witness thereof, the parties to this Agreement, through their duly authorized representatives, have executed this Agreement on the days and dates set out below and certify that they have read, understood and agreed to the terms and conditions of this Agreement.

7. **Governmental immunity.** By entering into this Agreement, CITY does not waive its sovereign or governmental immunity, and expressly reserves the right to assert immunity, and other defenses under the Wyoming Constitution and the Wyoming Governmental Claims Act, as defenses to any action, claim or legal or judicial proceedings arising out of this Agreement.

The Agreement date is the date of the last signature affixed to this page.

CITY OF CODY, WYOMING

Date: _____ By: _____

Attest:

CITY Clerk

LARAMIE PUBLIC ART COALITION

Date: _____ By: _____ Chair

Attest:

Secretary

AMENDMENT TO AGREEMENT

This Amendment to Agreement (Amendment) amends that Agreement dated July, 2021, (the Agreement) between the City of Cody, Wyoming a municipal corporation, and Park County School District Number Six, State of Wyoming. Specifically, this Amendment amends section 5 of the Agreement to read as follows:

5. SCHOOL DISTRICT agrees to pay to the CITY an amount to defray the cost of salary and benefits for the School Resource Officer. SCHOOL DISTRICT agrees to pay to the CITY an amount which is equal to seventy-five percent (75%) of base salary and benefits for the School Resource Officer for 175 student contact days. In addition, the SCHOOL DISTRICT will reimburse the CITY 100% of any overtime worked by the SRO at the request of the SCHOOL DISTRICT, at the SRO's full hourly rate, multiplied by 1.5. The parties understand that the CITY may adjust the SRO's salary and benefits from time to time, which adjustments shall be reflected in the invoices the CITY sends to the SCHOOL DISTRICT. The CITY shall notify the SCHOOL DISTRICT on or before July 31 of each year of the amount of the officer's compensation for the fiscal year, and the SCHOOL DISTRICT'S share of that compensation for the upcoming school year.

The CITY will invoice the SCHOOL DISTRICT quarterly and the SCHOOL DISTRICT agrees to make payment in full to the CITY within 15 days after receipt of each invoice. The invoice will itemize the number of hours worked and any overtime worked by the SRO at the request of the SCHOOL DISTRICT. Once per school year the SCHOOL DISTRICT will pay fifty percent (50%) of the total cost not to exceed Seven Hundred and Fifty Dollars (\$750.00) for the SRO to attend continuing education at the annual Wyoming School Safety Conference and Training.

In consideration and exchange for the above compensation, CITY shall provide to SCHOOL DISTRICT one fully equipped SRO who is a certified peace officer in Wyoming assigned full-time to the SCHOOL DISTRICT for the entire 2021-2022 and 2022-2023 school years. SCHOOL DISTRICT agrees that CITY may use the SRO on days when students are not scheduled to be at school and when there are no school activities. Should CITY for unforeseen reasons need to use the SRO on days when the SRO would otherwise be expected to be at school, CITY and SCHOOL DISTRICT agree that SCHOOL DISTRICT may deduct from the next payment due to CITY the sum of Two-hundred and Forty-Six Dollars (\$246.00) for

each day the SRO is providing services to the CITY rather than the SCHOOL DISTRICT. CITY will not be permitted to use said SRO during times the officer is expected to be at school without the consent of the SCHOOL DISTRICT Superintendent. However, in the event of exigent circumstances, the Chief of Police in his sole discretion, may temporarily reassign the SRO to address the needs of the City. If the SRO is reassigned for an emergency the parties will meet to discuss a billing adjustment as listed.

Except as modified by this Amendment, the Agreement between the City of Cody and Park County School District Number Six, State of Wyoming dated _____, 2021, shall remain in full force and effect.

CITY OF CODY, WYOMING

Mayor Matt Hall

September ____, 2022.

Attest:

Cynthia D. Baker, Clerk

September ____, 2022.

**PARK COUNTY SCHOOL DISTRICT
NUMBER 6, STATE OF WYOMING**

Board Chair

September ____, 2022.

Attest:

Board Secretary

MEETING DATE: SEPTEMBER 6, 2021

DEPARTMENT: PUBLIC WORKS - ELECTRIC

PREPARED BY: PHILLIP M. BOWMAN, P.E.

PRESENTED BY: PHILLIP M. BOWMAN, P.E.



AGENDA ITEM SUMMARY REPORT

Consider approval of Short Form Agreement between Owner and Engineer for Professional Services with HDR Engineering, Inc. for the Electric Shop and Facilities Master Plan

ACTION TO BE TAKEN

Consider approval of the Short Form of Agreement between Owner and Engineer for Professional Services with HDR Engineering, Inc. for the Electric Shop and Facilities Master Plan, and authorize the Mayor to sign and execute all associated documents.

SUMMARY OF INFORMATION

The City of Cody provides retail electric power within the incorporated City limits through the Electric Enterprise Fund. The Electric Division currently operates from a shop and storage yard facility on 19th Street with many challenges related to inadequate staff office space, inadequate indoor equipment storage, and other constraints related to the size of the shop and yard. In an effort to plan for the long-term needs of the Electric Division, funding was placed in the FY 2021 Budget to complete a facility needs assessment. A Request for Qualifications was published in April 2022, and the City received one proposal from HDR Engineering. City Staff has reviewed the qualifications of HDR, and feels they are a very qualified firm to move forward with on this project.

As discussed with the City Council at the Work Session on August 23, 2022, the Electric Shop and Facilities Master Plan will complete a detailed analysis of the Electric Division needs for equipment storage, inventory management, and staff workspace needs for a long-term planning horizon of approximately 20 years. The Master Plan will also evaluate up to three (3) sites for consideration of building a new shop and storage yard, and develop conceptual cost estimates for planning and construction. It is anticipated that the study will be completed within the next 12 months.

City Council approval of this agreement will be subject to final review and approval by the City Attorney prior to execution by the Mayor.

FISCAL IMPACT

The Agreement for Professional Services to complete the Electric Shop and Facilities Master Plan has a not-to-exceed fee amount of \$60,000.00. This project was originally funded in the FY 2022 Budget in the amount of \$75,000, and that amount was carried over to the FY 2023 Budget with a budget amendment previously approved by the City Council.

ATTACHMENTS

1. Short Form of Agreement between Owner and Engineer for Professional Services with Exhibit A

AGENDA ITEM NO. _____

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

THIS IS AN AGREEMENT effective as of **September 6, 2022** ("Effective Date") between City of Cody ("Owner") and HDR Engineering, Inc. ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows: Electric Facilities Master Plan ("Project").

Engineer's services under this Agreement are generally identified as follows: **See Exhibit A** ("Services").

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: **See Exhibit A**. If no specific time period is indicated, Engineer shall complete its Services within a reasonable period of time.
- 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 1.0% 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—Direct Labor Costs Times Factor, Plus Reimbursable Expenses*

A. Owner shall pay Engineer for Services as follows:

1. An amount equal to Engineer's Direct Labor Costs times a factor of 1.85 for Services provided by Engineer's employees, plus Facilities Capital Cost of Money (.2536%), plus Fixed Fee (15%), plus reimbursement of expenses incurred in connection with providing the Services and Engineer's consultants' charges, if any.
2. Direct Labor Costs means salaries and wages paid to employees but does not include payroll-related costs or benefits.
3. The total compensation for Services and reimbursable expenses is estimated to be **\$60,000.00**.

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, 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.

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 \$100,000 or the total amount of compensation received by Engineer, whichever is greater.~~

- 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.

7.01 *Definitions*

- A. *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.
- B. *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: **Exhibit A – 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

Engineer: HDR Engineering, Inc.

By: _____

By: Jason L. Kjenstad

Print name: Matt Hall

Print name: Jason Kjenstad

Title: Mayor

Title: Vice President

Date Signed: _____

Date Signed: 8-12-2022

Engineer License or Firm's Certificate No. (if required):

State of: South Dakota C-516

Address for Owner's receipt of notices:

Phillip Bowman

PO Drawer 2200

1338 Rumsey Avenue

Cody WY 82414

Address for Engineer's receipt of notices:

101 S Phillips Ave, Suite 401

Sioux Falls, SD 57104

Electric Facilities Master Plan

City of Cody

Cody, Wyoming

Scope of Services

July 11, 2022

HDR Engineering, Inc.

Overview

The following scope of service is to work with City of Cody (COC) to develop a master plan to address immediate, short term, and long-term facility needs for City of Cody Electric. The scope of the master plan will focus on needs for the next 20 years with a special emphasis on the next five and ten years. HDR will perform programming (data collection) of the space needs for the departments. HDR will develop a space needs program and review potential sites for a new Electric Facility. HDR will develop cost estimates based upon the program document developed during the master planning process.

Timeline

The project is anticipated to start in July 2022 with programming meetings and wrap up by the end of November 2023. As the project begins, a detailed project schedule will be developed outlining the scope by task and identifying meeting dates, workshops, product delivery, and review periods. We anticipate that dates on the schedule may fluctuate to accommodate personal schedules and other unforeseen changes in the project, while still maintaining the project delivery date of November 2023.

Task A: Programming

Work Elements

Orientation Meeting

- Develop interview questionnaires to be used during programming sessions with COC staff.
- Conduct an orientation/kick-off meeting for key COC staff. Distribute programming questionnaires, discuss programming process, and address issues to promote effective participation by key staff.

Data Collection

- Conduct programming interviews with key COC staff to stimulate dialogue relating to projections at 5-year, 10-year, and 20-year milestones for staff and vehicle count, office, shop, and storage space requirements, as well as general operating practices.
- Review requirements for Electric Utility offices including public interface and other service locations
- Review requirements for workshops and material storage areas.

- Review requirements of support facilities including offices, restrooms, lunchrooms, and locker areas.
- Review building warehouse storage and yard storage requirements for equipment, supplies, and materials.
- Review requirements for vehicle storage, parking, washing, and fueling.
- Review site and building security requirements.
- Conduct wrap-up meeting to outline schedule and present the findings from the interview sessions.

Space Needs Program

- Address functional areas to be located at the facility.
- Develop space program requirements for the facility based on information and projections developed as part of the data collection effort.
- Establish space standards for offices.
- Determine number and size of various workstations.
- Determine shop area requirements based on function and operational needs.
- Determine storage requirements for parts, materials, and equipment.
- Determine parking requirements for employee, visitor, and delivery vehicles.
- Identify clearance requirements throughout the facility.
- Establish net to gross factors for each functional area of the facility.

Programming Report

- Provide a report that documents the programming process and outlines key planning and design issues. The paper will be distributed to key COC staff for review. The paper includes the following narratives:
 - ✓ Project Overview - Describes the background and gives an over view of the project and the entities involved.
 - ✓ Basis for Design - Provides a summary of the more qualitative planning issues that were noted during interview sessions. The summary includes a description of each group's responsibilities, hours of operation, staff counts, vehicle parking, vehicles maintained, and a list of key planning issues. This is compiled for consideration during future planning and design efforts.
 - ✓ Space Needs Program - Presents a detailed listing of space requirements for the key user groups on the site. The intent of the program is to identify program spaces to fulfill the current and future facility needs. Programmed spaces are further defined by their quantity, area, and any remarks significant to design.

Quality Assurance

- Review Programming Report and Space Needs Program to be performed by an HDR reviewer

not assigned to the project. Programming Report to be reviewed for quality and accuracy.

Deliverables

- Programming Questionnaires
- Draft Space Needs Program (delivered electronically via PDF)
- Programming Report delivered electronically via PDF including:
 - ✓ Basis for Design (Interview Documentation)
 - ✓ Space Needs Program
 - ✓ Estimate of Probable Costs
- Final Program Report

Final Program Report

- Provide a final program report for COC use as a design tool to develop funding and determine which site to develop a concept facility master plan. The final report will incorporate all comments from COC and presented in an electronic format.

Document Review

- Estimate COC has up to 2 weeks to review draft deliverable documents

Estimated Travel/Meetings

- Two people for 2 hours to conduct orientation meeting with key COC staff (Web conference)
- Two people for 1 day for programming sessions and to tour probable sites

Task B: Site Selection**Work Elements****Establish Site Evaluation Criteria**

- Identify the potential site evaluation criteria and review them during a site evaluation workshop with COC, including identifying the importance and/or weight of each criterion.

Site Data Collection

- Tour three sites by visiting and photographing each of the potential sites to become generally familiar with the sites and their surroundings.

Site Analysis and Evaluation

- Analyze the various site data and evaluate each site according to the agreed criteria and weighting. The evaluation will be presented in a matrix format.
- Participate in meeting to review the site evaluation matrix with COC, and eliminate sites based on the criteria until the preferred site is identified.

Finalize Site Selection

- Make a recommendation to COC regarding the preferred site based on data collected, visual assessment, analysis of site criteria, and evaluation of prioritized considerations.

Deliverables

- Site Selection Report including:
 - ✓ Site Selection Criteria
 - ✓ Site Data Sheets
 - ✓ Site Evaluation Matrix

Document Review

- Estimate COC has up to 2 weeks to review draft deliverable documents

Estimated Travel

- None

Task C: Master Plan/Conceptual Design (not included)**Work Elements****Site Master Plan Backgrounds**

- Develop one site plan background which includes basic known underground utility data and existing site conditions. This will be used as backgrounds for developing Site Master Plans.

Site Master Plan Charrette

- Tour existing COC Facilities to gain an understanding of current operating philosophies and conditions.
- Identify potential alternatives to meet the requirements established during the programming phase.
- Participate in a multiple day on-site design Charrette working directly with the COC to develop two alternatives for a new Cody Electric Facility including site configuration and general building design and or expansion. During this on-site process, alternatives will be reviewed by COC staff. Based on review comments, a selected alternative will be refined and presented for review. A final review meeting will result in a selected Master Plan alternative for the facility.
- It is anticipated to be 3-day Charrette process in Cody with the COC participating for up to 2 hours each day.
- Site issues addressed will include:
 - ✓ Reviewing and developing circulation patterns for vehicles, materials, and personnel that will provide the most efficient, cost effective, and safest operation.
 - ✓ Reviewing and developing ingress and egress routes which maximize safety and security and minimize vehicular and pedestrian conflict on and off the site.

- ✓ Establishing site area relationships including operations and storage facilities as well as employee, delivery, and visitor parking.
- Facility issues addressed will include:
 - ✓ Reviewing and developing circulation patterns for equipment, materials, and personnel within the buildings and their relation to site circulation patterns.
 - ✓ Reviewing and establishing functional area relationships for industrial workflow, supervision, and safety.

Draft Master Plan Report

- Prepare a draft master plan report that documents the design Charrette process, identifies the criteria for site and building requirements, and includes an estimate of design and construction costs based on the Master Plan and Conceptual Floor Plans. The report will be distributed to key staff with the COC for review. The paper includes the following narratives:
 - ✓ Design Charrette - Presents a summary of the on-site sessions to develop a site master plan and conceptual floor plans. A description of the process, concepts that were developed, and resulting comments and discussions are included.
 - ✓ Estimate of Probable Costs - Presents costs based on the projected facility industrial equipment needs to assist in developing an initial cost estimate based on the selected Conceptual Plan.

Quality Assurance

- Review Preliminary Design Report to be performed by an HDR reviewer not assigned to the project. Programming Report to be reviewed for quality and accuracy.

Final Master Plan Report

- Provide a final master plan report for COC use as a design tool to develop funding and prioritize projects identified during the master plan process. The final report will include all sections identified in the draft and incorporate all comments from the design team and COC and presented in an electronic format.
- Develop electronic conceptual site plans, floor plans, and renderings for each site (2) including phasing diagrams.

Deliverables

- Concept site and building design plans, floor plans and 3D renderings.
- Draft Master Plan Report including:
 - ✓ Project Overview
 - ✓ Basis for Design (Interview Documentation)
 - ✓ Space Needs Program
 - ✓ Design Charrette Outcomes
 - ✓ Estimate of Probable Costs
 - ✓ Update the previously developed reports, as pertinent, including the comments from COC
- Final Master Plan Report

Review time

- COC is expected to participate 2 hours each day during each Charrette.
- Estimate COC has up to 2 weeks to review draft deliverable documents

Estimated Travel

- Two people for three days to conduct on-site Site Master Plan Charrette and facility tours.

Task D: Cost Estimate**Objective**

- Develop a funding-level opinion of probable construction costs (OPCC) estimate for each component of the concept site and building plans. Priority aspects will include engineering and architectural design, real property acquisition, and construction costs associated with each phase of plan implementation.

Work Elements**Detailed Cost Estimate**

- HDR will perform an OPCC estimate based upon the Concept Design drawings for the project including phasing options.
- The OPCC estimate will meet the American Association of Cost Engineering (AACE) Class 2 methodology standards.
- Quantity take-offs will be made for major items from the provided design drawings. For those areas of the project not fully defined, an assumed level of detail quantity take-off may be developed to use as line items in the estimate.
- A definition of indirect costs will include non-manual staffing, construction equipment, freight, insurance, etc. Time-related elements will be based on a schedule. The percentages utilized for indirect costs will be project specific and take into consideration level of design, estimate classification, estimate methodology, execution strategy, procurement strategy, project location, location market conditions, size and complexity of the project scope, craft skill mix and availabilities, safety requirements, quality requirements, elevation, weather, and project requirements.
- The final deliverable will include a narrative detailing the scope of work, methodology basis used to prepare the estimate including, i.e. pricing basis, unit rate basis, schedule basis or indirect cost basis. The layout and content of the Basis of Estimate will be established and can be modified to suit client's requirements.

Probable Equipment Costs Estimate

- HDR will provide an estimate of industrial equipment costs based on the conceptual floor plans and key planning issues identified in previous tasks.

Team Meetings

- Participate in two (via web conference) Design Team coordination meetings to discuss the cost estimate.
 - ✓ The first meeting shall be for reviewing the conceptual site and building plans and to establish baseline for building systems and components including architectural, structural, mechanical, electrical, plumbing, and human engineering.
 - ✓ The second meeting shall be for reviewing a draft of the cost estimate.

Quality Assurance

- Review of Cost Estimate report section to be performed by an HDR reviewer not assigned to the project. Report section to be reviewed for quality and accuracy.

Deliverables

- Equipment Cost estimate
- Draft OPCC for review by COC
- Final OPCC incorporating COC's review comments

Review time

- Estimate COC has up to 2 weeks to review draft deliverable documents.

Estimated Travel

- None

MEETING DATE: SEPTEMBER 6, 2021

DEPARTMENT: PUBLIC WORKS - WATER

PREPARED BY: PHILLIP M. BOWMAN, P.E.

PRESENTED BY: PHILLIP M. BOWMAN, P.E.



AGENDA ITEM SUMMARY REPORT

Consider approval of Short Form Agreement between Owner and Engineer for Professional Services with Bowen, Collins and Associates for the Water Rate and Impact Fee Study

ACTION TO BE TAKEN

Consider approval of the Short Form of Agreement between Owner and Engineer for Professional Services with Bowen, Collins and Associates for the Water Rate and Impact Fee Study, and authorize the Mayor to sign and execute all associated documents.

SUMMARY OF INFORMATION

The City of Cody has completed a *Water Master Plan* in 2021 that identified capital investment needs in the treated water and raw water systems. This master plan also completed a revenue needs analysis for the Water Enterprise Fund, and provided a recommendation to raise treated water and raw water rates by approximately 8.0% per year for the next eight years to provide the funding necessary to complete the prioritized projects identified in the master plan.

As discussed with the City Council at the Work Session on August 23, 2022, the Water Rate and Impact Fee Study will complete a more detailed analysis of the City's treated water and raw water rate structures, the system connection fees (i.e., impact fees), and develop the long-term recommendations for future rate modifications. It is anticipated that the study will be completed within the next 12 months, and will be available for the water rate setting discussions for the development of the FY 2024 Budget.

City Council approval of this agreement will be subject to final review and approval by the City Attorney prior to execution by the Mayor.

FISCAL IMPACT

The Agreement for Professional Services to complete the study has a not-to-exceed fee amount of \$42,986.00. This project is not currently funded in the FY 2023 Budget. The Agreement for Professional Services will be fully funded by a future FY 2023 Budget Amendment in the Water Enterprise Fund, and the fund has adequate reserves to cover the cost of this agreement.

ATTACHMENTS

1. Short Form of Agreement between Owner and Engineer for Professional Services with Appendix 1

AGENDA ITEM NO. _____

SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of September 6, 2022 ("Effective Date") between City of Cody, Wyoming ("Owner") and Bowen Collins & Associates ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows: Water Rate and Impact Fee Study ("Project").

Engineer's Services under this Agreement are generally identified as follows: (see work plan in attached letter proposal.)

Owner and Engineer further agree as follows: Data gathering and review of work products.

1.01 *Basic Agreement and Period of Service*

- A. Engineer shall provide, or cause to be provided, 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. Owner shall pay Engineer for its services as set forth in Paragraphs 7.01 and 7.02.
- B. Engineer shall complete its services within a reasonable time, or within the following specific time period: In a timely fashion but with adequate time allowed for needed coordination and review by City personnel. In no case shall this contract extend beyond December 31, 2023.
- C. If the Project includes construction-related professional services, then Engineer's time for completion of services is conditioned on the time for Owner and its contractors to complete construction not exceeding ____ months. If the actual time to complete construction exceeds the number of months indicated, then Engineer's period of service and its total compensation shall be appropriately adjusted.

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 and expenses within 30 days after receipt of Engineer's invoice, then 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. 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, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension. Payments will be credited first to interest and then to principal.

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 for the Project are delayed for more than 90 days for reasons beyond Engineer's control.

Engineer shall have no liability to Owner on account of a termination by Engineer under Paragraph 3.01.A.1.b.

- c. 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. The terminating party under Paragraph 3.01.A may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

C. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination.

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, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted 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 contractor, subcontractor, supplier, other 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 Engineer's services. 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 contractor'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 contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.
- C. This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located.
- D. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor. Engineer is not responsible for variations between actual construction bids or costs and Engineer's opinions or estimates regarding construction costs.
- E. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decision made regarding the construction contract requirements, or any application, interpretation, or clarification of the construction contract other than those made by Engineer.

- F. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (EJCDC C-700, 2007 Edition) unless the parties agree otherwise.
- G. 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 for all 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.
- ~~H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, 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 the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.~~
- I. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste as defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq., or radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, 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 Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.
- 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.

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.

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

- A. Using the procedures set forth in Paragraph 2.01, Owner shall pay Engineer 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 for all services performed on the Project, plus reimbursable expenses and Engineer's consultants' charges, if any.
 2. Engineer's Standard Hourly Rates are attached as part of Engineer's letter proposal.
 3. The total compensation for services and reimbursable expenses is estimated to be \$42,968.

Attachments: Appendix 1, Engineer's Letter Proposal

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

OWNER: _____

By: _____

Title: _____

Date Signed: _____

Address for giving notices:

ENGINEER:  _____

By: Keith J. Larson _____

Title: Vice President _____

Date Signed: 8/10/2022 _____

Address for giving notices:

Bowen Collins & Associates _____

154 E 14075 S _____

Draper, Utah 84020 _____

801-495-2224 _____

July 27, 2022

Phillip M. Bowman, P.E.
Public Works Director / City Engineer
City of Cody

Subject: Proposed Scope and Fee for a Water Rate and Impact Fee Study

Dear Phillip:

We appreciate the opportunity to submit a proposed scope and fee for a Water Rate and Impact Fee Study for the City of Cody. After talking with you and discussing your needs, the purpose of this document is to outline our understanding of what you are looking for and propose a work plan to assemble a detailed rate study for City of Cody water rates.

PROJECT UNDERSTANDING

Cody recently completed a water system master plan for both its culinary and raw water systems (Engineering Associates, 2021). As part of that plan, a revenue needs analysis was completed to determine required funding to adequately operate, maintain, and expand the Cody water system to meet future needs. While the overall revenue needs are now generally understood, the City does not yet have a plan in place to equitably collect needed funds from its customers. The purpose of this study is to calculate fair and equitable rates and impact fees to sustainably fund the system.

PROJECT OBJECTIVES

The overarching goal of this project will be to develop a comprehensive water rate study that considers the future revenue needs of the City. Specific project objectives will include:

1. Review and finalize an overall approach for funding capital project and deferred maintenance needs as identified in the master plan. Approach will be developed for 10-year planning window.
2. Calculated equitable impact fees and factor their contribution into the overall finance strategy for the system.
3. Calculate recommended monthly water rates for Cody residents for both raw and culinary water charges. This will include detailed rates for the next 5 years based on the overall funding approach outlined in the previous objective, and estimated rates for years 6 through 10. This will examine customer water use characteristics to identify fair billing categories for water system customers.
4. Document the results in a report for adoption by the City.

WORK PLAN

To accomplish the objectives of this Project, BC&A proposes the following detailed work plan:
There are four major tasks to be accomplished as part of this scope:

- **Task 1 – Review and Finalize Funding Strategy**
- **Task 2 – Calculate Impact Fees**
- **Task 3 – Rate Study**
- **Task 4 – Document Results.**

Detailed activities for each of these tasks are outlined in the following sections:

Task 1: Review and Finalize Funding Strategy

Objective: To develop an overall funding strategy consistent with the recently completed master plan.

Activities:

- Collect and review past master plan identifying required improvements to the City's water system. Identify any changes since its publication.
- Coordinate with City personnel to finalize funding needs for water system improvements. This will include specific system capital improvements and desired funds to be budgeted for system rehabilitation and replacement. Also verify with City personnel O&M costs.
- Develop a funding model for the future culinary and raw water systems. Include identification of all projected costs, sources of funding, and responsibility for costs.
- Included in this task are required coordination meetings with City staff. Included in this scope is a maximum of four online meetings, presentations, etc. This includes a kickoff meeting, two coordination meetings with City Council/Staff or others, and a presentation to the public (likely as part of a final City Council meeting). We will prepare a Power Point presentation for each of the City Council meetings. It has been assumed that all meetings can be completed remotely and that travel to Cody for in-person meetings will not be required.

Products:

- Information needed to finalize an overall financial strategy.
- Presentation materials as necessary for meetings with City Council and public.
- Funding model in Excel format
- Chapter in final report – Proposed Cody Water Funding Strategy.

Task 2: Calculate Impact Fees

Objective: Calculate equitable impact fees for the culinary and raw water systems and account for revenue associated with this charge in the City's overall funding strategy.

Activities:

- We will use the City's existing master plan to document the demand on the water system associated with future growth.
- As part of the Master Plan, EA has assembled an existing system inventory and prepared a conceptual estimate of system replacement costs. We will review the estimated replacement value of existing infrastructure and estimate accrued depreciation. It has been assumed that BC&A can be provided with a functioning copy of the City's GIS database if needed and that the database will have all necessary information for the purpose of these and subsequent calculations. It is also assumed that existing system inventory data and estimated system replacement costs will be provided to BC&A by the City.

- We will work with City staff to identify equitable customer categories and methods for determining customer equivalency for administration of the impact fees.
- We will document the results of the evaluation in a technical memorandum to be included as an appendix to the rate study.
- We will review projected revenue associated with the calculated impact fees for consideration as part of the overall funding strategy.

Products:

- Technical Memorandum – Impact Fees

Task 3: Water Rate Study

Objective: To prepare a water rate analysis in accordance with accepted industry standards (AWWA M1 Manual Cost of Service Methodology).

Activities:

- Document growth in water demands based on master plan projections.
- Project future revenue requirements for the City based on O&M cost projections (provided by the City), debt service schedules, capitalization charge revenues, and capital improvement plans.
- Project water rate revenue based on the current rate structure.
- Calculate the projected revenue deficiency (or surplus) based on the current rate structure.
- With feedback from City staff, develop desired rate and customer classifications.
- Distribute system costs to various user classes in accordance with their requirements for service. This distribution will be based on cost-of-service principles as recommended by the American Water Works Association (AWWA) M1 Manual. No specific cost-of-service method is identified as part of this scope, but will be evaluated and selected based on the customer classes developed and the needs of the City.
- Determine the service charges required to recover from each class of customer the approximate cost of serving that class of customer. If needed, a phase-in of the results over a limited time period will be calculated.

Products:

- Water rate model in Microsoft Excel Format.

Task 4: Document Rate Study Results

Objective: The objective of this task is to prepare a report that provides the necessary support services to adopt and implement new water rates and impact fees.

Activities:

- Prepare a draft Rate Study Report, including figures, tables, and text, that documents the analytical procedures and recommendations of the study.
- Distribute an electronic copy of draft report for review.
- Incorporate review comments from the City into a final Rate Study Report.
- Present the results of the final report and recommendations at a City Council meeting (as described in Task 1).
- Assist the City in the modification of its existing water rate ordinance to reflect the changes resulting from the study.

Products:

- Electronic copy of draft Rate Study Report.
- Final digital PDF copy of Rate Study Report.

Phillip M. Bowman, P.E.
July 27, 2022
Page 4

FEE

A detailed estimate of our proposed engineering fee is attached. The estimated level of effort is based on our best understanding of your needs and past experience with this type of project. However, we are certainly open to discussing changes if there are any scope items you would like to modify.

The commitment of our firm is to provide quality projects, superior service, and value to our clients. We are excited to have the opportunity to work with you on this project.

Sincerely,

Bowen Collins & Associates

Keith Larson, P.E.
Project Manager

City of Cody
Rate and Impact Fee Study
ENGINEERING FEE ESTIMATE

3/16/2018

		3/16/2018	OFFICE STAFF			TECH		CONSULTING STAFF			SUBTOTAL	SUBTOTAL
TASK			M. Hilbert	S. Riggs	R. Garcia	E. Fica	A. McKinnon	G. Loscher	K. Larson	HOURS	COST	
			Office	CAD Tech III	CAD Tech V	Staff Engineer	Project Engineer	Quality Control/Review	Project Manager			
	Hourly Rate		\$81.00	\$118.00	\$157.00	\$110.00	\$145.00	\$189.00	\$198.00			
1	Review and Finalize Funding Strategy											
	Collect and review past studies		1			2	4		2	9	\$1,277	
	Finalize funding needs						2		2	4	\$686	
	Funding Model and TM		2			8	4		4	18	\$2,414	
	Coordination meetings and presentations		2	2		4	16		16	40	\$6,326	
2	Calculate Impact Fees											
	Future demand					4	2			6	\$730	
	Existing system value					12	4			16	\$1,900	
	Document results					8	4		2	14	\$1,856	
	Incorporate into funding strategy					2	2		2	6	\$906	
3	Water Rate Study											
	Document projected growth in water demands					4	2			6	\$730	
	Project future revenue requirements					4	2			6	\$730	
	Project future water rate revenue					2				2	\$220	
	Calculate projected revenue deficiency					4			2	6	\$836	
	Distribute system costs to customer classes based on cost of service					16	12		16	44	\$6,668	
	Calculate appropriate water rates		1			12	6		8	27	\$3,855	
4	Document Final Results											
	Prepare draft report		2	2		12	8	2	4	30	\$4,048	
	Incorporate City comments into final report		2			8	2		2	14	\$1,728	
	Assist with modification of water rate ordinance						2		2	4	\$686	
Total Labor Cost			10	4	0	102	72	2	62	252	\$35,596	
EXPENSES												
Item		Unit	Unit Cost	Cost								
COMMUNICATION/COMPUTER		252	\$7.50	\$1,890								
PRINTING /GRAPHICS				\$0								
AUTO MILEAGE		0	\$0.75	\$0								
POSTAGE/SUPPLIES				\$0								
Subconsultant - Engineering Associates				\$5,500								
TOTAL EXPENSES*				\$7,390								
TOTAL LABOR COST					TOTAL LABOR COST					\$35,596		
TOTAL EXPENSES					TOTAL EXPENSES					\$7,390		
TOTAL COST - ALL PHASES					TOTAL COST - ALL PHASES					\$42,986		



United States Department of the Interior
BUREAU OF LAND MANAGEMENT
Wind River/Bighorn Basin District
Cody Field Office
1002 Blackburn Street
Cody, Wyoming 82414-8464
www.blm.gov/wy



WYW-136534-01
Renewal
2740/2912 (WYR020)

Attn: Cindy Baker
City of Cody
1338 Rumsey Ave
PO Box 2200
Cody, WY 82414

AUG 26 2022

Dear Ms. Baker,

On June 8, 2022, the Bureau of Land Management (BLM) received your application for the renewal of a Recreation and Public Purpose (R&PP) lease for an archery range on public lands.

According to the R&PP Act of June 14, 1926, as amended, 43 U.S.C. 869 *et. seq.*, "Governments may lease lands for recreational use at no charge." Since this lease is for a public archery range, no annual rental fees are required.

Enclosed are two copies of an unsigned R&PP lease BLM Form 2912-1, for your requested renewal of an archery range on public lands, serialized as WYW-136534-01. Please have an authorized officer review and sign the enclosed two copies of the lease and return them to the BLM Cody Field Office at the address listed above. Upon our receipt of the signed documents, we will issue the lease renewal, absent any other unresolved issues. **Please return the signed copies within 30 days of receipt of this letter.** If this requirement is not met, your request for renewal may be denied. Please be aware, you may not conduct activities on public lands until you have received an authorized lease from this office.

If you have any questions or will be unable to remit the requested items by the specified date, please contact Cara Blank, Realty Specialist, or Lindsay Mabey, Land Law Examiner, of our office, by phone at (307) 578-5900.

Sincerely,

R. Cade Powell

R. Cade Powell
Cody Field Manager

Enclosures

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

RECREATION OR PUBLIC PURPOSES LEASE

Act of June 14, 1926, as amended (43 U.S.C. 869 *et. seq.*)

Serial Number

WYW-136534 01; Renewal

This lease entered into on this _____ day of _____, 20 22, by the United States of America, the lessor, through the authorized officer of the Bureau of Land Management, and

City of Cody
1338 Rumsey Ave
PO Box 2200
Cody, WY 82414

_____ , hereinafter called the lessee, pursuant and subject to the terms and provisions of the Recreation and Public Purposes Act and to all reasonable regulations of the Secretary of the Interior now or hereafter in force when not inconsistent with any express and specific provisions herein, which are made a part hereof,

WITNESSETH:

Sec. 1. The lessor, in consideration of the rents to be paid and the conditions to be observed as hereinafter set forth, does hereby grant and lease to the lessee the right and privilege of using for the purposes hereinafter set forth in the following-described lands:

Sixth Principal Meridian, Wyoming
T. 52 N., R. 100 W.,
sec. 7, lot 5, SE1/4NE1/4, and SE1/4;
sec. 8, W1/2W1/2SW1/4;
tracts 39 and 43C.

containing 96.13 acres, together with the right to construct and maintain thereon all buildings or other improvements necessary for such use for a period of 25 years, the rental to be \$ 0.00 per annum. If, at the expiration date of the lease the authorized officer shall determine that the lease may be renewed, the lessee herein will be accorded the privilege of renewal upon such terms as may be fixed by the lessor. The lessee may use the premises for

an archery range, which includes: a 3D range, an indoor archery building, a parking lot and surrounding fence, an access road, a cattleguard, a restroom facility, a storage shed, a drainage ditch, and a walking trail loop. Facilities authorized pursuant to the attached exhibits A, B, C, and D.

Sec. 2. There are reserved to the United States all mineral deposits in said lands, together with the right to mine and remove the same under applicable laws and regulations to be established by the Secretary of the Interior.

Sec. 3. The lessor reserves the right of entry, or use, by

(a) any authorized person, upon the leased area and into the buildings constructed thereon for the purpose of inspection;

(b) Federal agents and game wardens upon the leased area on official business;

(c) the United States, its permittees and licensees, to mine and remove the mineral deposits referred to in Sec. 2, above.

Sec. 4. In consideration of the foregoing, the lessee hereby agrees:

(a) To improve and manage the leased area in accordance with the plan of development and management designated as

Exhibits A through E

and approved by an authorized officer on or any modification thereof hereinafter approved by an authorized officer, and to maintain all improvements, during the term of this lease, in a reasonably good state of repair.

(b) To pay the lessor the annual rental above set forth in advance during the continuance of this lease.

(c) Not to allow the use of the lands for unlawful purposes or for any purpose not specified in this lease unless consented to under its terms: not to prohibit or restrict, directly or indirectly, or permit its agents, employees, contractors (*including, without limitation, lessees, sub-lessees, and permittees*), to prohibit or restrict the use of any part of the leased premises or any of the facilities thereon by any person because of such person's race, creed, color, sex, or national origin.

(d) Not to assign this lease or to change the use of the land without first receiving the consent of the authorized officer of the Bureau of Land Management.

(e) That this lease may be terminated after due notice to the lessee upon a finding by the authorized officer that the lessee had failed to comply with the terms of the lease; or has failed to use the leased lands for the purposes specified in this lease for a period of 2 consecutive years; or that all or part of the lands is being devoted to some other use not consented to by the authorized officer; or that the lessee has not complied with his development and management plans referred to in subsection 4(a).

(f) That upon the termination of this lease by expiration, surrender, or cancellation thereof, the lessee, shall surrender possession of the premises to the United States in good condition and shall comply with such provisions and conditions respecting the removal of the improvements of and equipment on the property as may be made by an authorized officer.

(g) To take such reasonable steps as may be needed to protect the surface of the leased area and the natural resources and improvements thereon.

(h) Not to cut timber on the leased area without prior permission of, or in violation of the provisions and conditions made by an authorized officer.

(i) That nothing contained in this lease shall restrict the acquisition, granting, or use of permits or rights-of-way under existing laws by an authorized Federal officer.

Sec. 5. *Equal Opportunity Clause.* Lessee will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and the rules, regulations, and relevant orders of the Secretary of Labor. Neither lessee nor lessee's subcontractors shall maintain segregated facilities.

Sec. 6. *Equal Access Clause.* Lessee shall comply with all provisions of the American Disabilities Act of July 26, 1990 the Architectural Barriers Act of 1968 and Section 504 of the Rehabilitation Act of 1973, as amended. These Acts require that programs and public facilities constructed or renovated be accessible to and usable by persons with disabilities.

Sec. 7. The lessee may surrender this lease or any part thereof by filing a written relinquishment in the appropriate BLM office. The relinquishment shall be subject to the payment of all accrued rentals and to the continued obligation of the lessee to place the lands in condition for relinquishment in accordance with the applicable lease terms in subsections 4(f) and 4(g) and the appropriate regulations.

Sec. 8. The lessee further agrees to comply with and be bound by those additional terms and conditions identified as

Exhibit E.

and which are made a part hereof.

Sec. 9. No Member of, or Delegate to, the Congress, or Resident Commissioner, after his election or appointment, and either before or after he has qualified, and during his continuance in office, and no officer, agent, or employee of the Department of the Interior, except as otherwise provided in 43 CFR, Part 7, shall be admitted to any share or part of this lease, or derive any benefit that may arise there from, and the provisions of Title 18 U.S.C. Sections 431—433, relating to contracts, enter into and form a part of this lease, so far as the same may be applicable.

**SIGN
HERE**



FOR EXECUTION BY LESSEE

IN WITNESS WHEREOF:

(Signature of Lessee's Authorized Officer)

(Signature of Witness)

(Date)

THE UNITED STATES OF AMERICA

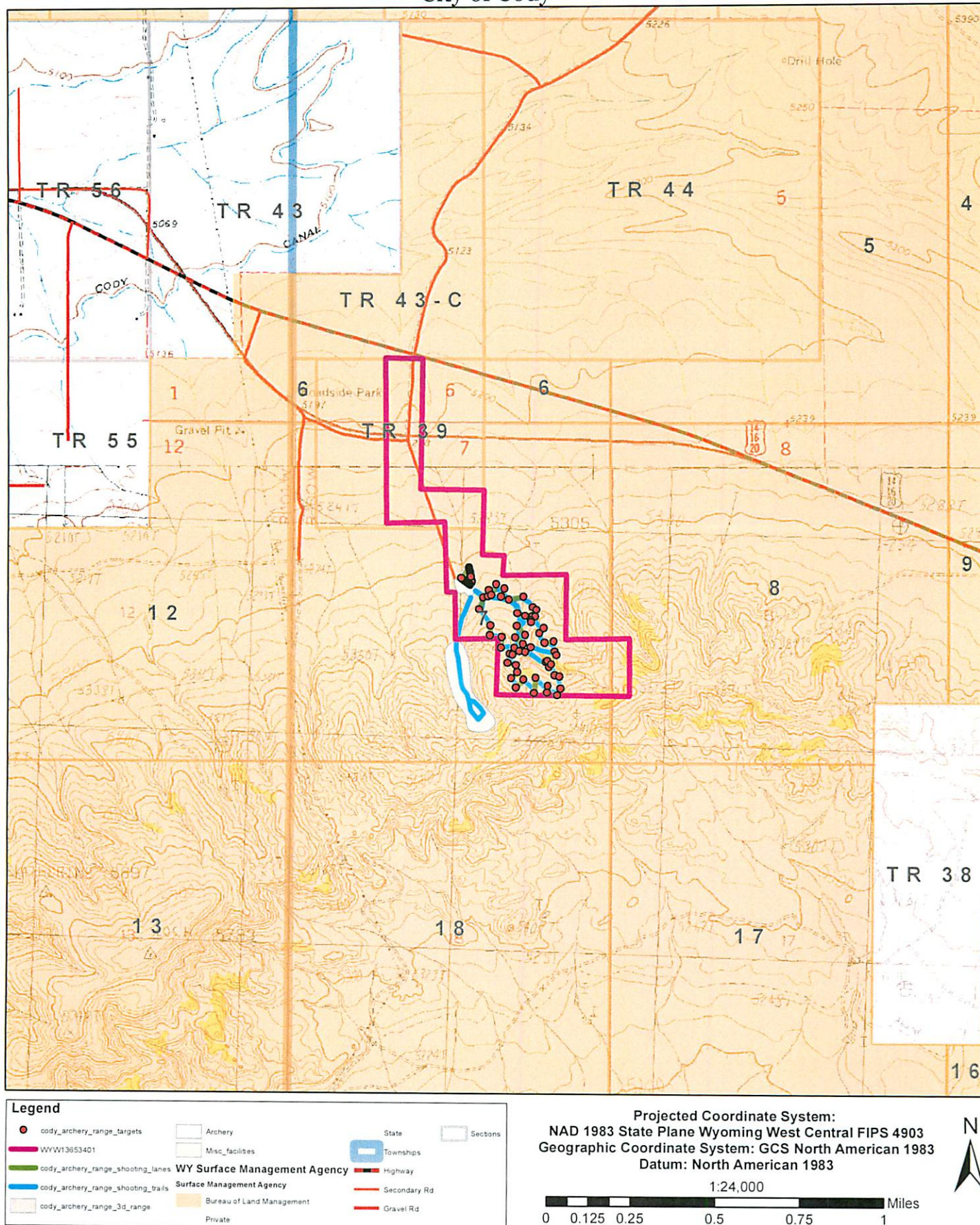
By _____
(Authorized Officer)

Field Manager, Cody Field Office
(Title)

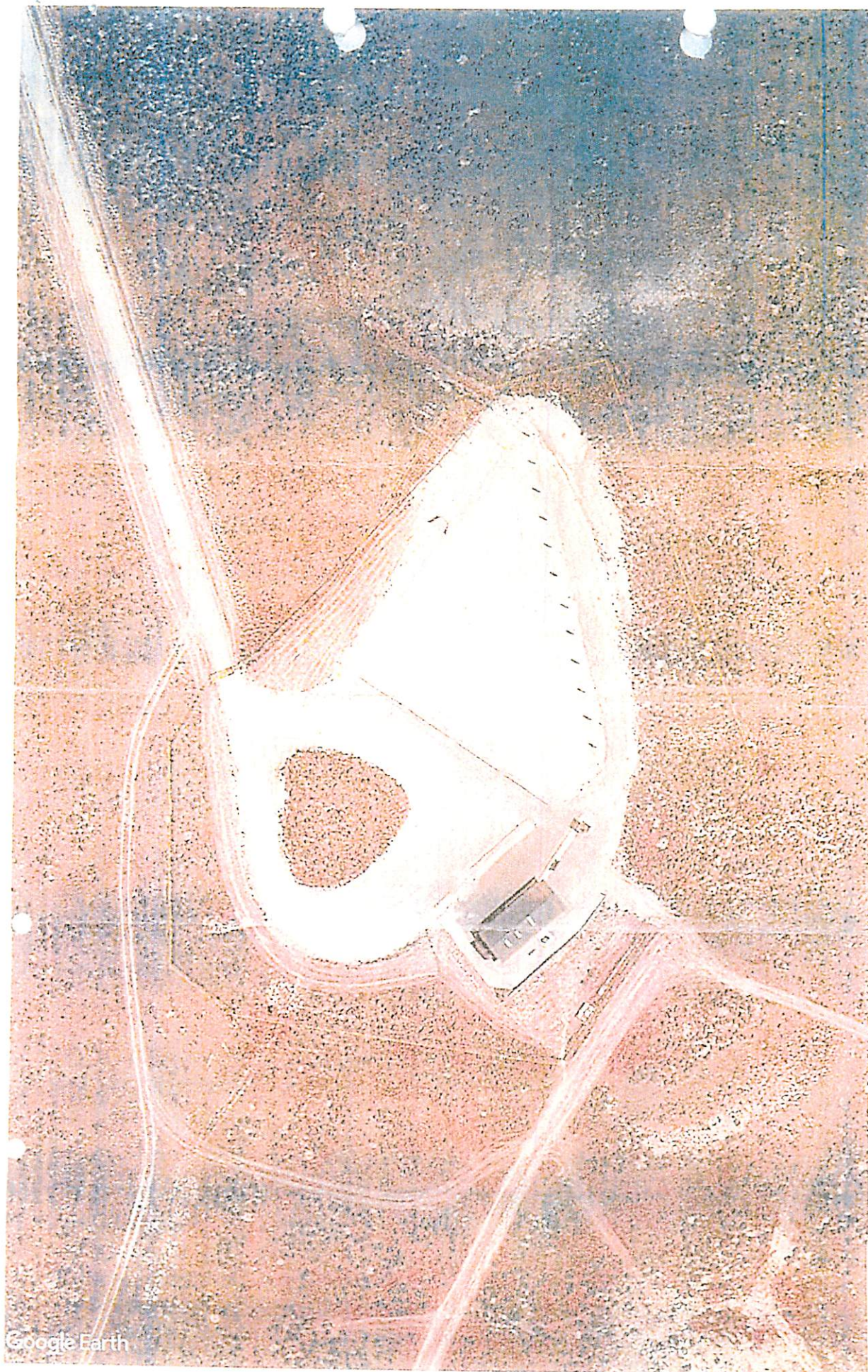
(Date)

This form does not constitute an information collection as defined by 44 U.S.C. 3502 and therefore does not require OMB approval.

WYW-136534 01:Archery Range R&PP Lease City of Cody



No warranty is made by the Bureau of Land Management as to the accuracy, reliability, or completeness of these data for individual or aggregate use with other data. Original data was compiled from various sources. This information was developed through digital means and may be updated without notification.

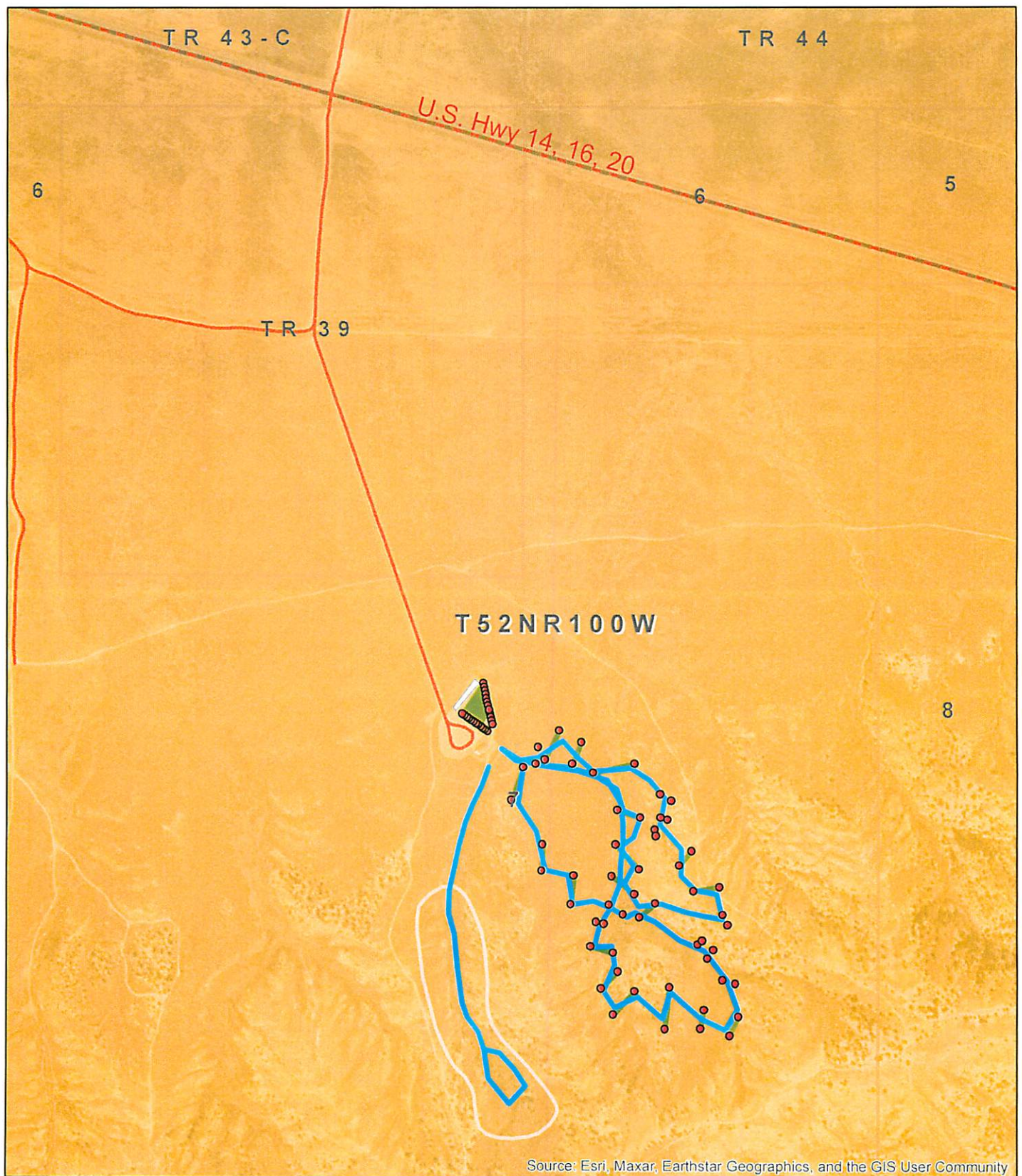


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Exhibit A-2

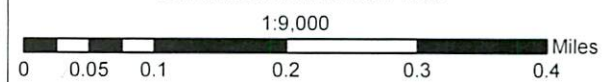


Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

Legend

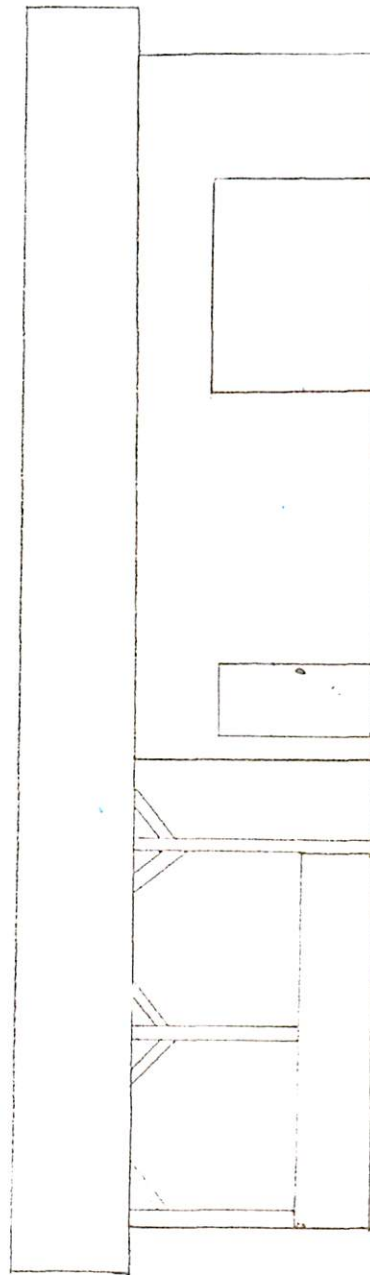
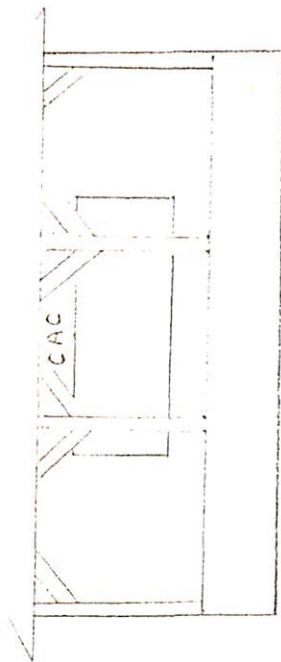
● cody_archery_range_targets	 cody_archery_range_3d_range	WY Surface Management Agency	 Highway
 cody_archery_range_shooting_trails	 Archery	Surface Management Agency	 Gravel Rd
 cody_archery_range_shooting_lanes	 Bureau of Land Management	 Townships	 Sections

Projected Coordinate System:
 NAD 1983 State Plane Wyoming West Central FIPS 4903
Geographic Coordinate System: GCS North American 1983
Datum: North American 1983



No warranty is made by the Bureau of Land Management as to the accuracy, reliability, or completeness of these data for individual or aggregate use with other data. Original data was compiled from various sources. This information was developed through digital means and may be updated without notification.

Exhibit A-3



ARCHERY RANGE SHELTER/STORAGE SHED

ATTACHMENT A

WYW136534

3-12-99 DRF

1. 2

1. 2



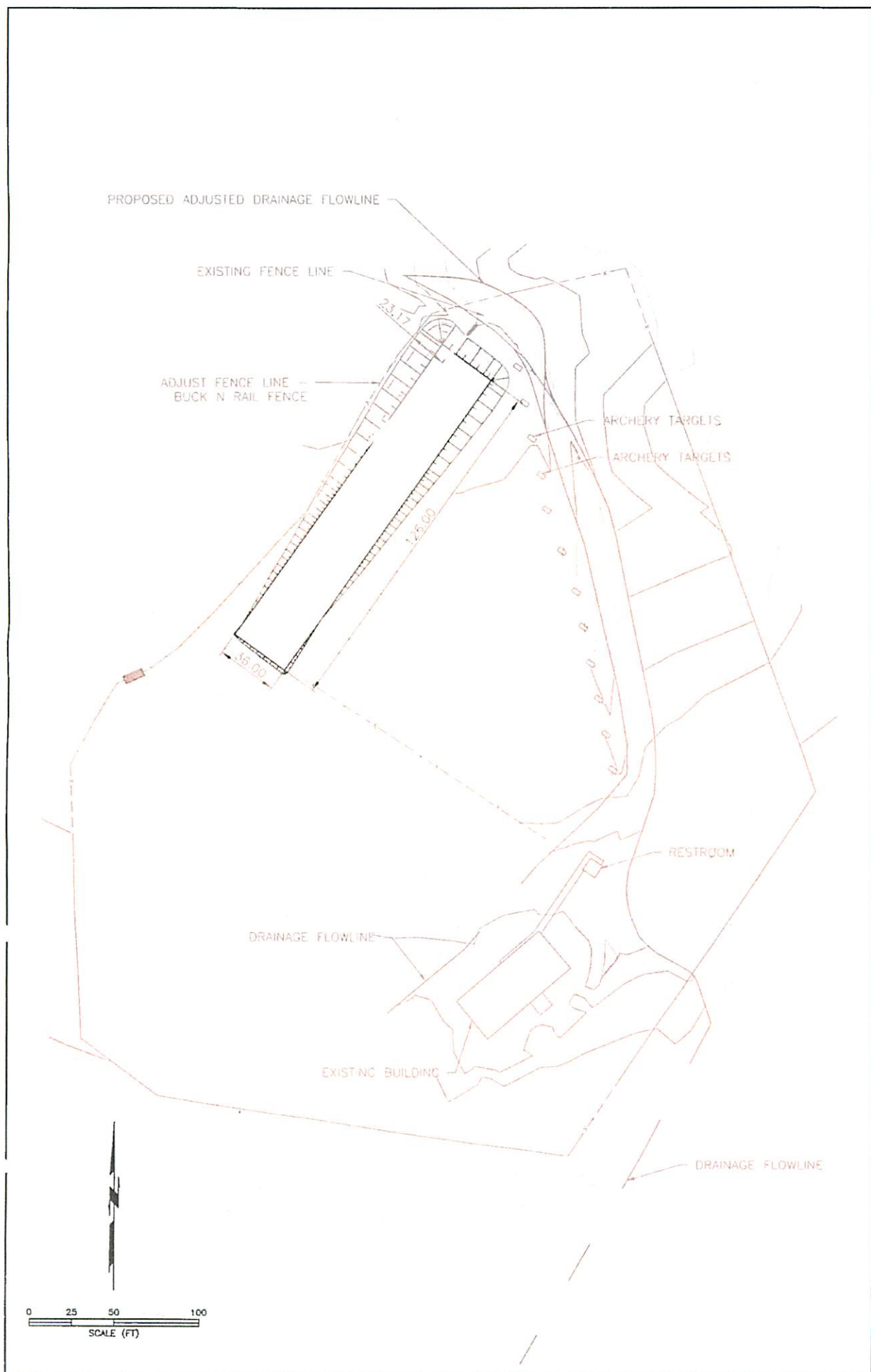
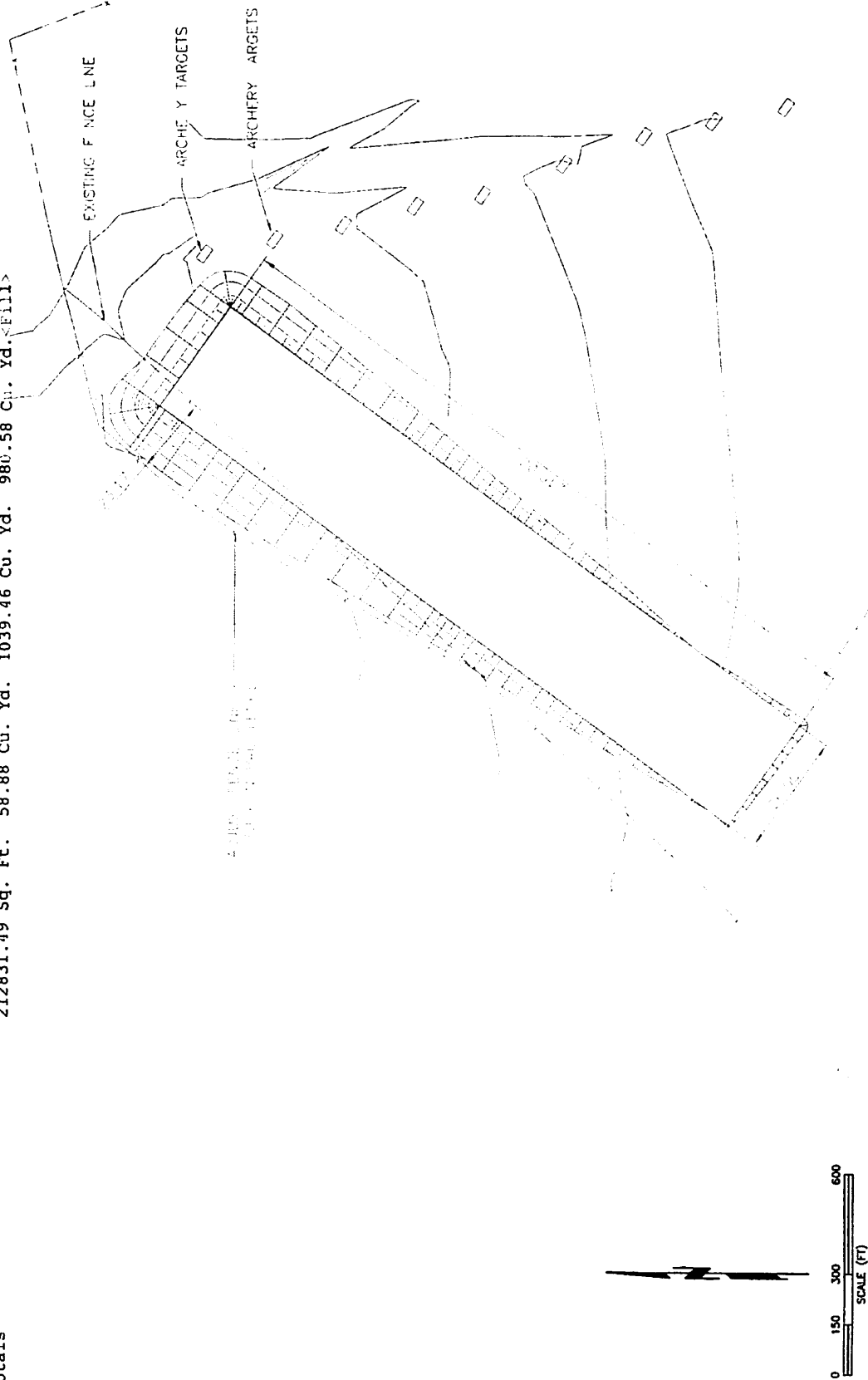


Exhibit B-3

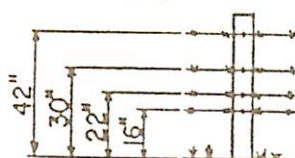
Cut/Fill Summary

Name	Cut Factor	Fill Factor	2d Area	Cut	Fill	N=1
EX VS PRO	1.000	1.000	212831.49 Sq. Ft.	58.88 Cu. Yd.	1039.46 Cu. Yd.	980.58 Cu. Yd.<Fill>
Totals			212831.49 Sq. Ft.	58.88 Cu. Yd.	1039.46 Cu. Yd.	980.58 Cu. Yd.<Fill>

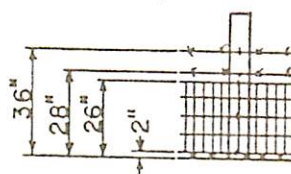


BLM WIRE SPACING STANDARDS
NOT TO SCALE

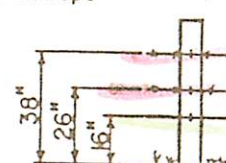
Cattle Only



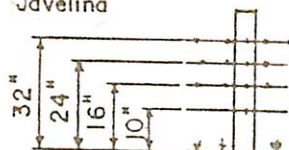
Sheep Only



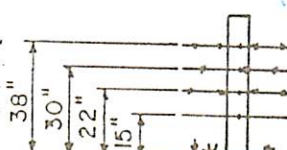
Combination Of
Cattle With Antelope,
Javelina Or Deer And
Antelope



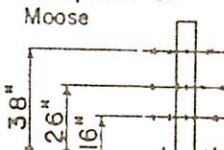
Combination Of Sheep
Antelope, Deer Or
Javelina



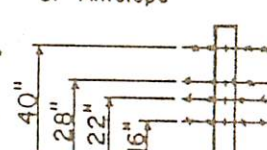
Combination Of Cattle
And Sheep With
Antelope, Deer Or
Javelina



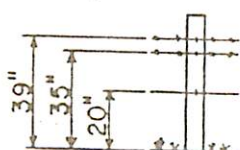
Combination Of
Cattle And Sheep
(Under Normal
Conditions) With
Deer, Elk Or
Moose



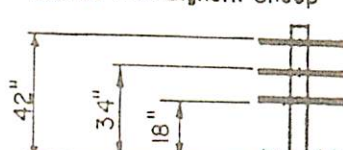
Combination Of
Cattle (Requiring
Greater Restriction
Of Livestock Movement)
With Deer, Elk, Moose,
Or Antelope



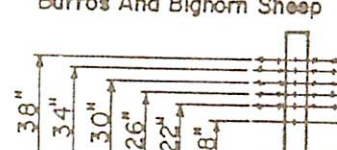
Combination Of
Cattle With Bighorn
Sheep



For Bighorn Watering Areas;
Combination Of Cattle With
Burros And Bighorn Sheep



Combination Of Cattle With
Burros And Bighorn Sheep



I. PARTIES

1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 2674, 2675, 2676, 2677, 2678, 2679, 26

Containing approximately 90.1% acids.

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Exhibit C

purposes specified herein for a period of two (2) consecutive years or that all or part of the land is not being used for the purposes specified herein.

IV. RESPONSIBILITY OF THE PARTIES

(a) Pursuant to the Recreation or Public Purposes Lease LESSOR currently has with the United States Department of the Interior, Bureau of Land Management, dated June 17, 1997, the LESSOR is sub-leasing the property to LESSEE and LESSEE shall be bound by and subject to all the terms and conditions of said Lease to LESSOR and LESSEE agrees to the following:

(i) There are reserved to the United States all mineral deposits in the above described real property, together with the right to mine and remove the same under applicable laws and regulations to be established by the Secretary of the Interior.

(ii) The United States Department of the Interior, Bureau of Land Management and LESSOR reserve the right of entry, or use, by:

A. any authorized person, upon the leased area and upon the buildings constructed thereon for the purpose of inspections;

B. Federal Agents and Game Wardens upon the leased area on official business;

C. the United States, its permittees and licensees, to mine or remove the mineral deposits referred to in sub-paragraph (i), above.

(iii) LESSEE agrees to improve and manage the above described coal property in accordance with the attached proposed Cody Archery Range Development and Improvement Plan, the terms of this lease and any commitments contained herein and to maintain all improvements during the term of this lease in a reasonably good state of repair.

(iv) LESSEE shall not allow the use of the lands for any other purpose or for any purpose not specified

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in this lease unless consented to under its terms; not to prohibit or restrict, directly or indirectly, or permit its agents, employees, contractors (including, without limitation, Lessees, sublessees, and permittees), to prohibit or restrict the use of any part of the leased premises, or any of its facilities, threatened by any person because of such person's race, creed, color, sex, or national origin.

(v) LESSEE shall not assign this lease or change the use of the land, without first receiving the consent of the authorized officer of the United States Department of the Interior, Bureau of Land Management and LES300.

(vi) LESSEE shall take such reasonable steps as may be needed to protect the surface of the leased area and the natural resources and improvements thereon.

(vii) LESSEE shall not cut timber on the leased area without prior approval of, and in accordance with, provisions and conditions made by an authorized officer of the United States Department of the Interior, Bureau of Land Management.

(viii) Any timber contained in this lease shall restrict the application, planting, or use of permits or rights-of-ways under existing laws by an authorized Federal officer.

(ix) The LESSEE will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The LESSEE will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, with or without to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: recruitment, upgrading, training, advancement;

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recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship. The LESSEE agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(x) The LESSEE will, in all solicitations or advertisements for employees placed by or on behalf of the LESSEE, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(xi) The LESSEE will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(xii) In the event of the LESSEE'S noncompliance with any of the terms and conditions of BRSOP'S Lease of June 17, 1967, or any of the terms and conditions of this Lease or any Federal rules, regulations, or orders, this Lease may be cancelled, terminated or suspended in whole or in part and the LESSEE may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(xiii) The LESSEE will include the provisions of Paragraphs (ix) through (xii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to

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Section 204 of Executive Order No. 11246 of September 24, 1995, as amended, so that such provisions will be binding upon each subcontractor or vendor. The LESSEE will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the LESSEE becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the LESSEE may request the United States to enter into such litigation to protect the interests of the United States.

(xiv) LESSEE shall post warning signs on all roads and trails at the point where such roads and trails enter a lease area. In addition, warning signs shall be posted around the shooting corridor of each facility developed, facing outward from the lease. Warning signs shall have a minimum size of 160 square inches and must be affixed to a post at least three feet, but not more than five feet, above the ground. Regardless of sign spacing requirements, any warning sign must be visible from the adjacent signs on each side. Letters on the signs must be at least three inches tall.

(xv) LESSEE shall provide an adequate number of trash receptacles at convenient locations on the lease area. An adequate number shall be at least one receptacle at each facility and at least one for the parking area. Such receptacle shall be emptied periodically to prevent excess trash accumulation and littering. Should trash accumulation and littering become a problem, an authorized official for the United States Department of Interior, Bureau of Land Management, and/or another duly appointed LESSEE to

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perform scheduled trash removal and policing of the lease area.

(xvi) LESSEE shall provide toilet facilities and must obtain the appropriate permits for the facilities provided.

(xvii) Any cultural resource (historic or prehistoric site or object) discovered by the LESSEE, or persons working on its behalf, shall be immediately reported to the District Manager of the United States Department of the Interior, Bureau of Land Management. Operations shall be suspended in the area of such discovery until written authorization to proceed is issued by the District Manager. An evaluation will be conducted by the BLM to determine appropriate actions to protect the loss of significant cultural values. The BLM will be responsible for the cost of evaluation and mitigation of impacts to the cultural resource, but will not be responsible for any costs incurred by LESSEE as a result of any delay.

(xviii) During the hours the facility is classified by LESSEE to be open to the public, the range facilities shall be open to any person wishing to use same, with the exception that any person failing or refusing to abide by proper range safety practices may be excluded. The BLM or LESSEE assumes no liability for enforcing such safety practices. No more than regular and usual fees prevailing in the area may be charged for use of the facilities.

(xix) Range management rules and safety rules shall be posted prominently on a place convenient to each facility. A suitably located parking will be adequate for all facilities.

(xx) No facility shall be used without prior approval from the authorized officer for the BLM. Consistent with any existing BLM rules and

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undertaken before authorization to fence is given.

(xxi) Maintenance of the entrance road and parking for all-weather use, or closure during period of wet weather, should be required to prevent excessive rutting from developing.

(xxii) LESSEE shall maintain a public liability insurance policy acceptable to LESSOR and shall at no time be without insurance coverage. LESSEE shall provide whatever documents are necessary to effectuate LESSOR becoming an additional insured LESSOR under LESSEE's liability policy.

(xxiii) The LESSEE or its successors in interest will own and maintain the property leased by this document when it contains bearing the following legend:

"This document hereby is subject to the provisions of Title VI of the Civil Rights Act of 1964 (42 Stat. 295). No person shall be excluded from participation, denied any benefits or subjected to discrimination on the basis of race, color, religion, sex, or national origin."

V. GENERAL PROVISIONS

(a) Indemnification. The LESSEE agrees at LESSEE'S expense, to indemnify and hold harmless the LESSOR against and from any and all demands, claims, liabilities of every nature arising directly or indirectly from or in any way connected with the LESSEE'S or its agents, operations, or activities conducted under the terms of this lease.

(b) Notice of Claim. LESSEE agrees to notify LESSOR in writing within ten (10) days of the receipt of any claims made against LESSOR arising directly or indirectly from or in any way connected with the LESSEE'S or its agents, operations, or

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activities conducted under the terms of this lease.

(c) Compliance of Applicable Laws - LESSEE agrees to comply with all applicable federal, state, or local laws, rules and regulations in the performance of this lease. Failure to do so will give LESSOR the right to terminate this agreement immediately.

(d) Wyoming Law Governs - The construction, or interpretation, and enforcement of this agreement shall be governed by the laws of the State of Wyoming, the Courts of the State of Wyoming shall have jurisdiction over any action arising out of this agreement.

(e) No Kick-backs - LESSOR certifies and warrants that no gratuities, kick-backs, or contingency fees were paid in connection with this lease, nor were any fees, commissions, gifts or other considerations made contingent upon the LESSOR granting this lease.

(f) Assignment - LESSOR may neither assign its rights or delegate its duties as set forth in this lease without the prior written consent of LESSEE, and is prohibited from subcontracting, transferring, conveying, subverting, or otherwise disposing of this lease or its rights, title or interest therein or the power to exercise such power to any person, company, or organization, with or without the written consent of LESSEE.

(g) Assumption of Debt or Obligation - It is not the intent of either party to this lease, by or in this lease, to assume any liability for any debts and/or obligations incurred by the other party to this lease.

(h) Changes, Modifications, Revisions, Amendments - LESSOR and LESSEE may from time to time request changes in the responsibilities to be performed under the terms and conditions of this lease. Any changes, modifications, revisions, or amendments to this lease which are mutually agreed upon by and between both parties to this lease shall be incorporated by written instrument, executed and signed by both parties to this lease.

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(i) Entirety of Lease - This lease, consisting of nine (9) pages, represents the entire integrated lease between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral, except the LESSOR'S Recreation or Public Purposes Lease of June 17, 1997, from the United States of America, Bureau of Land Management.

(j) Prior Approval - This lease shall not be binding upon either party unless this lease has been reduced to writing before performance begins as described under the terms of this lease and unless the lease is approved by both parties.

IN WITNESS WHEREOF, the parties to this lease through their duly authorized representatives have executed this lease on the days and dates set out below and certify that they have read, understood, and agreed to the terms and conditions of this lease as set forth herein.

DATED: June 1, 2022, 2022.

CODY ARCHERY CLUB

By [Signature]
President

CITY OF CODY

By [Signature]
Jack T. Boone, Mayor

ATTEST:

[Signature]
Lay H. Boone, Clerk

RECEIVED

JUN 08 2022

Bureau of Land Management
Cody Field Office

PROPOSED CODY ARCHERY RANGE

Development and Improvement Plan

1. Description

The proposed Cody Archery Club Range comprises (92.5) acres, which is 5 miles east of Cody off the Greybull Hwy. The proposed site combines a small flat with a hillside of ravines and small groups of rock formations towards the top of the ridge. The site provides excellent terrain variations which can be fully utilized in an archery course.

*Access road
additional*

2. Statement of Need

Archery is the fastest growing sport in America. The Cody Archery Club has over 150 members in it's club alone. An archery range is needed to allow the public to safely participate in the sport. A range is essential in providing archery hunters a location to properly practice, site in their equipment, to totally prepare for the humane harvesting of animals come hunting season. If in the future, the City of Cody should choose for safety reasons to prevent the shooting of archery equipment in the city limits, the proposed range would provide a location for the public to go. The Cody Archery Club will have an agreement with the City of Cody to maintain, build and operate the archery range.

3. Location

The proposed range locations is as follows:

Sixth Principal Meridian, Park County,
Wyoming

(Lease area)

T. 52 N., R. 100 W.,

sec. 6, a strip of land 350 feet long, 40 feet wide (0.32 acre),
across a portion of lot 43 C as defined by map survey.

sec. 7, W $\frac{1}{4}$ of lot 5, W $\frac{1}{2}$ SE $\frac{1}{4}$ of lot 5,

SE $\frac{1}{2}$ SE $\frac{1}{4}$ of lot 5, road access portion of W $\frac{1}{2}$ E $\frac{1}{4}$ of lot 39, road access portion
of SE $\frac{1}{2}$ SE $\frac{1}{4}$ of lot 39,

S $\frac{1}{2}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$, S $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$,

E $\frac{1}{2}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$, E $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$, NE $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$, N $\frac{1}{4}$ N $\frac{1}{4}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$;

sec. 8, W $\frac{1}{2}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$.

Containing approximately 96.13 acres.

APPROVED


-----**AREA MANAGER**

6-13-97

DATE

RANGE DEVELOPMENT STAGES

I. DEVELOP 14 TARGET FILED RANGE (*Expand to 28 as money permitted*)

- A. Each target to be dug into ground level and the bales set on top of two railroad ties (*Approximately 4ft. long each*).
- B. Bales will be secured to railroad ties with cable tie downs with buckles or similar tightness system
- C. At the time that the bales are set, trails will be marked out and cleared as permitted, and as needed. If possible the trails will be handicap accessible with 4 wheelers.
- D. Yardage markers will be set on field range according to NFAA rules for field and hunter ranges.

II. DEVELOPMENT OF SIGHT IN RANGE; 10 YARDS OUT TO 80 YARDS

- A. Leveling of this sight in area will be required before setting the target butts.
- B. Each target will be installed as described above and set at 5 yard increments.
- C. There will be a shooting lane established for this flat range. (*cemented or railroad ties, which ever is decided and funds permit*)
- D. This flat range for sighting in will be totally accessible to the handicap.

III. 3-D RANGE AREA

- A. The 3-D range area will need no development, it will be used in it's natural state. Separate arrangements with BLM will be made for 3D events that are outside the lease area.

IV. SIGNAGE

- A. The entrance of the 3-D shoot area will be marked as follows while a 3-D shoot is going on for safety matters:
3-D Shoot in Progress: Shooters only beyond this point!
- B. The field and flat ranges will be marked with signs such that the perimeter of the range areas are easily visible.

- 6/17/97
df
crossbow
- C. RESTRICTIONS: The lease area would be closed to firearms, off road vehicle use, over night camping and after dark activities, unless permitted by the Cody Archery Club. The area will be signed accordingly. Enforcement of the restrictions would be done by the BLM and the appropriate law enforcement agency.

V. CODY ARCHERY CLUB AFFILIATIONS

- A. Insurance program is carried through the club affiliation with the International Bowhunters Organization (IBO). Insurance information will be supplied to the

BLM. All shoot sites are covered on the insurance program. Notification to IBO is given on each shoot location, and then coverage is issued to us and landowners. We have been covered in the past for shooting on BLM, Forest Service, and State Forest Land.

- B. Club affiliation with WSAA (Wyoming State Archery Association) is a possibility; due to us having an outdoor range that we could possibly host outdoor sanctioned shoots at the new range when we have it completed.
- C. Club Affiliations with the IBO has allowed us to host the Wyoming State IBO 3-D Championship for the past 4 years. In the years to come, this shoot could be held at the new outdoor range.

VI. PARKING AREA DEVELOPMENT

- A. Level parking area as need to accommodate a maximum of 40 vehicles, including the overflow area.
- B. Parking area will be close to sight in range, so leveling of both areas will be done at the same time.

VII. RESTROOM AND STORAGE BUILDING

- A. Structures are to be an earth tone color. restroom will be handicapped accessible. Cleaning and pumping of the outhouse vault would be the responsibility of the club. A port-a-potty will be installed at the club's expense until a permanent outhouse is completed.
- B. Storage Building attached to restroom to be approximately 12' X14' area for club materials for the outdoor range. An awning or window opening will be part of the storage building for shelter purposes.

VIII. 3-D TARGETS USE AND OWNERSHIP

- A. At the present time CAC owns approximately 55 3-D targets. These targets will be available only at club sanctioned shoots or club functions. They are not available for public use. The public is welcomed at any of the Cody Archery Club shoots.
- B. It is understood that these 3-D targets are owned totally by the Cody Archery Club. When the club uses these targets at the range location to host a club shoot, the Phase I and Phase II loops will be closed to everyone except those participating in the shoot. The public will be welcome to participate, at the standard rate. The sight in range will be open to the public for no charge during these times.

IX. TRAIL SAFETY FOR RANGE SET UP

- A. All targets to be set up on a permanent basis and will be set as not to be shot towards the main travel trail. Thus, trail location will be done to provide safe walking access.
- B. Archery use at the range is defined to be archery activities using a compound or recurve type bow within the rules and safety practices established by the club. Cross bows, or similar type devices are specifically not allowed because of insurance stipulations.
- C. Range operating rules will be developed and posted.

BUDGET ESTIMATE- CONTINUED

- TARGETS: (*Sight-In Range, Phase I and Phase II Loop*)

Bales, Ties, Tie Down:
(3'X3'X18')

Bales	\$ 40
RR ties	\$ 16
Bolts	\$ 16
Cable	\$ 8
Tie	\$ 8
Tie down	<u>\$ 20</u>
(Per Target)	\$ 108

Target Count:

Course - Phase I loop	14
Course - Phase II loop	14
Sight In	<u>12</u>
Target Total	47

(47 Targets X \$108 each = \$ 5,076)

Shooting Positions: Stakes & Concrete Cylinders = N/C at this time

- ROAD: (*1st Year*)

Specifications:

0.7 Miles Road = 3,700 Foot Road

$$\frac{3,700' \times 16' \times .33'}{27 \text{ Ft } 3} = 724 \text{ Ft } 3 = 72.4 \text{ Dump trucks at } 10 \text{ yds/truck}$$

109 hours of hauling (1 truck) = 3 trucks at 36 hours each

Expenses:

* Obtained two used Cattle Guards for free

* Gas:

Trucks:

150 MI/day at 5 MI/gallon = 30 gallons X \$1.30 per gallon = \$39/truck X 3 trucks = \$117

Grader/Loader Fuel:

\$60/day for both

Gas/ Fuel total = \$177 per day X 5 days

Total Gas Expense: \$885

- CATTLE GUARDS - Obtained two for free

X **CLEANING AND MAINTENANCE OF RANGE AREA**

- A. The Cody Archery Club will clean up any trash and will maintain as needed to keep area clean. This will be done with club work parties. Trash receptacles will be owned and emptied by the club weekly.

XI. **ACCESS ROAD**

- A. The Cody Archery Club will build and maintain an access road to BLM standards. The road will be a graveled, all weather road.

PROPOSED IMPROVEMENTS AND ESTIMATED COST OF DEVELOPMENT FOR LANDS ENCOMPASSED BY THE PROPOSED CODY ARCHERY RANGE:

BUDGET ESTIMATE - 100% Range Completion

<u>ITEM</u>	<u>APPROXIMATE COST</u>	
Outhouse	\$2,200	
Port-a-potty	\$ 500	
Targets	\$5,076	(Targets - 1st Year is 19 = Targets (19) X \$108 = \$2052)
Road	\$ 885	
Cattle Guard	<u>\$ N/C</u>	
	\$8,661	

Club Assets: \$5,500 Cash in Bank January 1997

APPROXIMATE COST CALCULATIONS:

• **OUTHOUSE: (2nd year)**

Vault	BLM will provide
Accessories, (Handicap, rails, etc.)	\$ 200
Building Materials	<u>\$2,000</u> \$2,200

- **PORT-A-POTTY: (Until permanent one is available)** Rental: \$50/Month X 12 Months \$600 Year

Timetable for Development of the Cody Archery Range

The plan is to develop the park over a 4-year period which will commence with the lease of the land applied for. The proposed timetable for development will approximate the following:

First Year

1. Construct access road
2. Construct parking lot
3. Install half of the targets, Phase I loop

Second Year

1. *Install remaining half of targets for Phase I loop
2. Begin construction of outhouse/storage facility

Third Year

1. Finish outhouse/storage facility construction

Fourth Year

1. Install targets for upper Phase II loop

*If enough donations are received, the club intends to install these targets in the first year, not the second.

MANAGEMENT PLAN

The Cody Archery Club, through the City of Cody, agrees to the following commitments, which commitments will be incorporated by reference in the conveyance of the subject lands:

1. To maintain the lands open to use by the public for recreational purposes without discrimination or favor.
2. To make not more than a reasonable charge for the use of facilities on the land (whether by concession or otherwise and to charge no more for entrance to and use of the area than is charged at other comparable installations managed by State and local agencies. The ~~Cody Archery Club~~ **Club** will submit to the Bureau of Land Management its schedule of charges. All charges shall be subject to review for conformance with this requirement and appropriate modification by the Secretary of the Interior or his delegate after reasonable notice and opportunity for hearing.
3. To develop and manage the lands in accordance with the approved program of utilization, submitted with this application.
4. To secure the approval of the Secretary of the Interior or his delegate of all plans of construction prior to commencing actual construction.

Exhibit E

Additional Terms and Conditions

1. In case of a change of address, the holder shall immediately notify the Cody Field Manager, hereinafter referred to as the authorized officer.
2. The holder shall construct, operate, and maintain the facilities, improvements, and structures within this right-of-way in strict conformity with the plan of development which was approved and made part of the grant. Any relocation, additional construction, or use that is not in accord with the approved plan of development, shall not be initiated without the prior written approval of the authorized officer. A copy of the complete right-of-way grant, including all stipulations and approved plan of development, shall be made available of the right-of-way area during construction, operation, and termination to the authorized officer. Noncompliance with the above will be grounds for an immediate temporary suspension of activities if it constitutes a threat to public health and safety or the environment.
3. The holder shall contact the authorized officer at least 5 days prior to the anticipated start of construction and/or any surface disturbing activities. The authorized officer may require and schedule a preconstruction conference with the holder prior to the holder's commencing construction and/or surface disturbing activities on the right-of-way. The holder and/or his representative shall attend this conference. The holder's contractor, or agents involved with construction and/or any surface disturbing activities associated with the right-of-way, shall also attend this conference to review the stipulations of the grant including the plan of development.
4. The holder shall not initiate any construction or other surface disturbing activities on the right-of-way without the prior written authorization of the authorized officer. Such authorization shall be a written notice to proceed issued by the authorized officer. Any notice to proceed shall authorize construction or use only as therein expressly stated and only for the particular location or use therein described.
5. Use of pesticides shall comply with the applicable Federal and state laws. Pesticides shall be used only in accordance with their registered uses and within limitations imposed by the Secretary of the Interior. Prior to the use of pesticides, the holder shall obtain from the authorized officer written approval of a plan showing the type and quantity of material to be used, pest(s) to be controlled, method of application, location of storage and disposal of containers, and any other information deemed necessary by the authorized officer. Emergency use of pesticides shall be approved in writing by the authorized officer prior to such use.
6. The holder shall be responsible for weed control on disturbed areas within the limits of the right-of-way. The holder is responsible for consultation with the authorized officer and/or local authorities for acceptable weed control methods (within limits imposed in the grant stipulations).
7. The holder shall protect all survey monuments found within the right-of-way. Survey monuments include, but are not limited to, General Land Office and Bureau of Land Management Cadastral Survey Corners, reference corners, witness points, U.S. Coastal and Geodetic benchmarks and triangulation stations, military control monuments, and recognizable civil (both public and private) survey monuments. In the event of obliteration or disturbance of any of the above, the holder shall immediately report the incident, in writing, to the Authorized Officer and the respective installing authority if known. Where General Land Office or Bureau of Land Management right-of-way monuments or references are obliterated during operations, the holder shall secure the services of a registered land surveyor or a Bureau cadastral surveyor to restore the disturbed monuments and references using surveying procedures found in the Manual of Surveying Instructions for the Survey

of the Public Lands in the United States, latest edition. The holder shall record such survey in the appropriate county and send a copy to the Authorized Officer. If the Bureau cadastral surveyors or other Federal surveyors are used to restore the disturbed survey monument, the holder shall be responsible for the survey cost.

8. The holder shall conduct all activities associated with the construction, operation, and termination of the right-of-way within the authorized limits of the right-of-way.
9. The holder will be responsible for taking such measures as may be necessary to protect other authorized facilities on public lands from damage due to construction or use of this ROW. The holder is responsible for contacting those other users and coordinating with them.
10. All design, material, and construction, operation, maintenance, and termination practices shall be in accordance with safe and proven engineering practices.
11. The holder shall be responsible for the prevention and suppression of fires on Federal lands caused by its employees, contractors, or subcontractors.
12. Holder shall save, hold harmless, defend, and indemnify the United States of America, its agents and employees for losses, damages, or judgments and expenses on account of bodily injury, death, or property damage, or claims for bodily injury, death, or property damage of any nature whatsoever, and by whomsoever made, arising out of the maintenance or use of the permitted land use by the holder, his employees, subcontractors, agents, social guests, licensees, permittees, or invitees.
13. Holder shall maintain the right-of-way in a safe, usable condition, as directed by the authorized officer.
14. The holder will inspect the construction area for the presence of Utility Facilities both surface and subsurface, and notify the Wyoming One Call System, 1-800-849-2476, before any construction activities begin. The holder will use extra safety precautions when working near or around pipelines, powerlines, power poles, underground cables, or other utility installations.
15. Should the bond delivered under this grant become unsatisfactory to the authorized officer, the holder, shall, within 30 days of demand, furnish a new bond.
16. The holder agrees that all monies deposited with the authorized officer as security for holder's performance of the terms and conditions of this grant may, upon failure on the holder's part to fulfill any of the requirements herein set forth or made a part hereof, be retained by the United States to be applied as far as may be needed to the satisfaction of the holder's obligations assumed hereunder, without prejudice whatever to any other rights and remedies of the United States.
17. Ninety days prior to termination of the right-of-way, the holder shall contact the authorized officer to arrange a joint inspection of the right-of-way. This inspection will be held to agree to an acceptable termination (and rehabilitation) plan. This plan shall include, but is not limited to, removal of facilities, drainage structures, or surface material, re-contouring, topsoiling or seeding. The authorized officer must approve the plan in writing prior to the holder's commencement of any termination activities.
18. Cultural Resources Stipulation The holder is responsible for informing all persons associated with this project that they may be subject to prosecution for knowingly damaging, altering, excavating or removing any archaeological, historical, or vertebrate fossil objects or site. If archaeological, historical, Native American, or vertebrate fossil materials are discovered, the holder is to suspend all operations that further disturb such materials and immediately contact the authorized officer. Operations are not to resume until written authorization to proceed is issued by the authorized officer.

The authorized officer will evaluate, or will have evaluated, such discoveries not later than five working days after being notified, and will determine what actions shall be taken with respect to such discoveries. The decision as to the appropriate measures to mitigate adverse effects to significant cultural or paleontological resources will be made by the authorized officer after consulting with the holder.

The holder is responsible for the cost of any investigations necessary for the evaluation and any mitigative measures required by the authorized officer. The authorized officer will provide technical and procedural guidelines for the conduct of evaluation and mitigation. Upon verification from the authorized officer that the required evaluation and/or mitigation have been completed, the holder will be allowed to resume operations.

Native American Graves Protection and Repatriation Act

If human remains are discovered or suspected, the holder shall suspend operations immediately, physically guard the area, and notify the Bureau of Land Management immediately.

Archaeological Resources Protection Act

No person may excavate, remove, damage, or otherwise alter or deface or attempt to excavate, remove, damage, or otherwise alter or deface any archaeological resource located on public lands or Indian lands unless such activity is pursuant to an issued permit.

19. Paleontological Resource Protection Stipulation

1. Collecting: The project proponent/Operator is responsible for informing all persons associated with this project including employees, contractors, and subcontractors under their direction that they shall be subject to prosecution for damaging, altering, excavating or removing any vertebrate fossils or other scientifically significant paleontological resources from the project area. Collection of vertebrate fossils (bones, teeth, turtle shells) or other scientifically significant paleontological resources is prohibited without a permit. Unlawful removal, damage, or vandalism of paleontological resources will be prosecuted by federal law enforcement personnel.

2. Discovery: If vertebrate or other scientifically significant paleontological resources (fossils) are discovered on BLM-administered land during operations, the Operator shall suspend operations that could disturb the materials, stabilize and protect the site, and immediately contact the BLM Cody Field Office Manager (Authorized Officer). The Authorized Officer would arrange for evaluation of the find within an agreed timeframe and determine the need for any mitigation actions that may be necessary. Any mitigation would be developed in consultation with the Operator, who may be responsible for the cost of site evaluation and mitigation of project effects to the site. If the operator can avoid disturbing a discovered site, there is no need to suspend operations; however, the discovery shall be immediately brought to the attention of the Authorized Officer.

3. Avoidance: All vertebrate or scientifically significant paleontological resources found as a result of the project/action will be avoided during operations. Avoidance in this case means "No action or disturbance within a distance of at least 100 feet of the outer edge of the paleontological locality".

20. The holder shall be responsible for weed control on disturbed areas within the limits of the right-of-way. The holder is responsible for consultation with the authorized officer and/or local authorities for acceptable weed control methods.



City of Cody Agenda Request Form



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

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

Name of person to appear before the Council Tammy Pearson-Horner

Organization Represented Park6 Music Dept

Date you wish to appear before the Council As soon as possible (although I don't need to appear if this is passed)

Email Address tammypearsonhorner@park6.org Telephone 307-250-8980

Names of all individuals who will speak on this topic Tammy Pearson-Horner

Event Title (if applicable) Park6 Veterans Day Program

Date(s) of Event (if applicable) 11/10/22

Location of Event (if applicable) Sweitzer Gym on CHS Campus

Full description of topic to be discussed (include all relevant information including any street closures, times of event, any special requirements or request etc., attach additional sheet if necessary and map showing location of event where applicable) We are requesting that the area of Beck Avenue between 9th and 10th streets be blocked off on November 10th from 6 am -noon for the transportation of the elderly to the Sweitzer Gym for the all-city Veterans Program.

Which City employee(s) have you spoken to about this issue? In the past I've talked to Cindy Baker.

Signature Tammy Pearson-Horner Date 8/29/22

River Oaks Communications Corporation

Denver Office:

10940 S Parker Road, Suite #766
Parker, Colorado 80134
Telephone: (303) 947-6133
E-Mail: bduchen@rivoaks.com

Colorado Springs Office:

710 Count Pourtales Drive
Colorado Springs, Colorado 80906
Telephone: (719) 339-4604
E-Mail: tduchen@rivoaks.com

August 30, 2022

Barry Cook - City Administrator
City of Cody
1338 Rumsey Avenue
Cody, WY 82414

Dear Barry:

We are writing regarding the letter agreement between the City of Cody ("City") and River Oaks Communications Corporation ("River Oaks") dated October 11, 2021, which was accepted by the City on November 16, 2021.

The Cable Franchise negotiations with Charter Communications, now known as Spectrum, are continuing, and additional funding is needed to complete this project. As such, the Scope of Work will be amended by \$4,500 so that the total cost to complete this project is \$14,420. It is anticipated that this project will take until November 30, 2022 to complete, including City Council approval.

If all of the foregoing is acceptable, please sign below and return a copy of this amendment to us. River Oaks is pleased to be continuing our work with the City.

Sincerely,



Robert M. Duchen
Vice President

Accepted and agreed to this ____ day of _____, 2022.

City of Cody

By: _____

Barry Cook - City Administrator

AGENDA ITEM SUMMARY REPORT

Subdivision Variance to allow issuance of Building Permits for Lot 15 of the Mountain View 29 Subdivision

ACTIONS TO BE TAKEN

Approve a subdivision variance to allow issuance of building permits on Lot 15 of the Mountain View 29 Subdivision prior to completion and acceptance of the subdivision infrastructure.

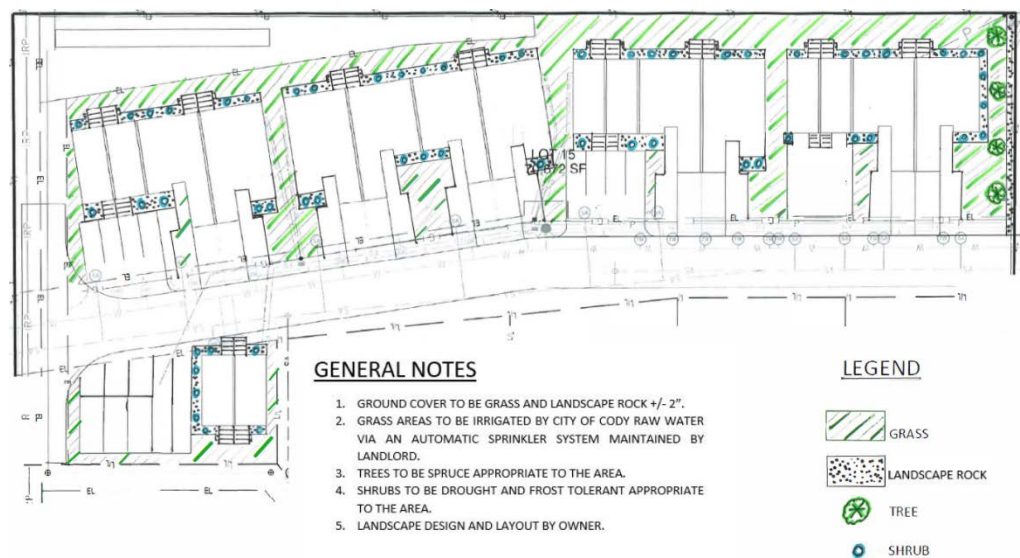
SUMMARY

Recently the City Council has been willing to grant subdivision variances to allow issuance of building permits prior to completion of the subdivision infrastructure in the limited situations when the developer agrees to no lot sales, no certificates of occupancy, and to restrict access to the owner's contractors only until the subdivision infrastructure is completed and all public systems accepted by the City of Cody.

The developer of the Mountain View 29 subdivision meets these requirements and would like a subdivision variance to allow issuance of the building permits for Lot 15. This will include permits for up to fourteen dwelling units (12 townhouses and a duplex). The subdivision infrastructure for the lot is nearing completion and will likely be completed and accepted within 2-3 weeks. The sewer and water lines are already functional. The road is mostly graded in, and only a few electrical and telecommunication items are left. The variance would give him a few weeks head start on the building permits.

RECOMMENDATION:

Grant a subdivision variance to allow issuance of building permits for Lot 15 of the Mountain View 29 Subdivision on the condition that no ownership transfer, no occupancy permits, and no contractor's other than the owner's perform work until all subdivision improvements and related paperwork for Lot 15 are completed, as verified by City staff.



AGENDA ITEM SUMMARY REPORT

Subdivision Variances relating to the Transfer of Surface Water Rights

ACTIONS TO BE TAKEN

Approve variances for three subdivisions to allow their surface water rights to be transferred to a third party, rather than to the City of Cody.

SUMMARY

The City's subdivision ordinance contains a requirement that when a property is subdivided and that property has surface water rights, the developer must either develop a distribution system to utilize those water rights, or transfer those water rights to the City within one year, per Cody Code 11-3-3(B)(1). The intent of the requirement is sound, in that properties that will use the City raw water system should transfer their water into that system. However, the current situation is such that the City is not in immediate need of additional surface water rights. According to the Public Works Director, based on the recent raw water master plan, the City has sufficient surface water rights for current needs and anticipated future needs for some time.

In addition, the engineering firms that prepare and process the water right transfer applications through the state charge a minimum of \$4,000 to \$6,000 for that assistance. If those water rights have not been actively utilized in recent history there is uncertainty whether going through the process will result in a loss of part or all of those surface water rights, in which case the money spent for the engineer is gone regardless.

Conversely, if a subdivider is permitted to transfer the water rights to a third party, there are enough interested parties that they are willing to cover the cost of transfer. In practice, they consolidate the water rights from a number of different properties and process them under a single application with the State—thus making it “pencil out”.

For the above reasons, unless a property has a sizeable amount of water rights, and those water rights have actively been in active use, staff would support allowing the water rights to be transferred to a third party.

There are three subdivisions that are requesting a subdivision variance to allow their surface water rights to be transferred to a third party. They include the West Avenue Duplexes Subdivision (a 2.2-acre property on the north side of West Avenue), the Sunridge Subdivision (a 1.88-acre property on west side of 29th Street), and the Mountain View 29 Subdivision (a 5.29-acre property at the corner of Mountain View Drive and 29th Street). Each of the properties have questionable water usage on some or all of the property, and two are relatively small in size. Public Works has indicated their support for the variance requests. Each of the three properties are highlighted on the next page.

AGENDA ITEM NO. _____



RECOMMENDATION:

Grant subdivision variances to allow the surface water rights of the West Avenue Duplexes Subdivision, the Sunridge Subdivision, and the Mountain View 29 Subdivision to be transferred to a third party.

H:\PLANNING DEPARTMENT\FILE REVIEWS\MAJOR-MINOR SUBDIVISION\2022\AGENDA SUMMARY IRRIG VARIANCES.DOCX

MEETING DATE: SEPTEMBER 6, 2022

DEPARTMENT: PUBLIC WORKS - WATER

PREPARED BY: PHILLIP M. BOWMAN, P.E.

PRESENTED BY: PHILLIP M. BOWMAN, P.E.



AGENDA ITEM SUMMARY REPORT

Consider approval of Change Order No. 1 for the YRA Treated Waterline Replacement Project

ACTION TO BE TAKEN

Consider approval of Change Order No. 1 for the YRA Treated Waterline Replacement Project, and authorize the Mayor to sign and execute all associated documents.

SUMMARY OF INFORMATION

The YRA Treated Waterline Replacement Project (Project) was awarded to Harris Trucking and Construction Company (HTC) on August 17, 2021, and a Notice to Proceed was issued to HTC in the spring of 2022 to start construction on the Project. The original contract value of the awarded project is \$164,162.50, and there have been no previous change orders approved.

The change order proposed for approval with this item is summarized as follows:

- Change Order No. 1 addresses a change of field conditions encountered on the project. The water utility mapping of the City system indicated that a waterline was 8" diameter, and the actual waterline size found in the field was 10" diameter. This required the installation of larger valves, tees, and fittings on the new waterline, and this change order addresses the increased cost for these larger appurtenances.

In total, Change Order No. 1 will increase the project cost by \$13,263.13 to a total contract amount of \$177,425.63, and will modify the project schedule by adding six (6) working days to the schedule.

City Council approval of Change Order No. 1 will be subject to final approval of all associated documents by the City Attorney prior to execution by the Mayor.

FISCAL IMPACT

Change Order No. 1 will add \$13,263.13 to the original contract amount, increasing the total contract price to \$177,425.63. The project was originally budgeted in the approved FY 2022 Budget within the Wastewater Enterprise Fund, and funding not utilized on the project was carried over to the FY 2023 Budget. If additional funding is needed for the change order, a budget amendment will be proposed utilizing Wastewater Enterprise Fund unrestricted reserves.

ATTACHMENTS

1. Change Order No. 1 with support documentation

AGENDA & SUMMARY REPORT TO

None

AGENDA ITEM NO. _____

CHANGE ORDER NO.1

Owner: City of Cody, Wyoming Owner's Project No.: 2021-08
 Engineer: Engineering Associates Engineer's Project No.: 21014.00
 Contractor: Harris Trucking & Construction Co. Contractor's Project No.:
 Project: YRA Treated Waterline Replacement - 2021
 Contract Name:
 Date Issued: 7/14/22 Effective Date of Change Order: 7/14/22

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

Description: **Pipe size at the tie in location at Sta 16+74 was found to be 10" instead of 8" requiring 2 valves, tee, & appurtenances to be upsized to 10" and the service saddle for the frost-free hydrant. 4" fire line found to be 6", Main tie at Sta 10+00 found to be 6" instead of 8".**

Attachments: Change Order Proposal from HTC, dated – 7/14/22

Change in Contract Price		Change in Contract Times [State Contract Times as either a specific date or a number of work/calendar days]	
Original Contract Price:		Original Contract Times:	
\$ 164,162.50		Substantial Completion:	25 working days
		Ready for final payment:	30 working days
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. [Number of previous Change Order] :		[Increase] [Decrease] from previously approved Change Orders No.1 to No. [Number of previous Change Order] :	
\$ 0		Substantial Completion:	0
		Ready for Final Payment:	0
Contract Price prior to this Change Order:		Contract Times prior to this Change Order:	
\$ 164,162.50		Substantial Completion:	25
		Ready for Final Payment:	30
Increase this Change Order:		Increase this Change Order:	
\$ 13,263.13		Substantial Completion:	6
		Ready for Final Payment:	6
Contract Price incorporating this Change Order:		Contract Times with all approved Change Orders:	
\$ 177,425.63		Substantial Completion:	31
		Ready for Final Payment:	36

Recommended by Engineer (if required)	Accepted by Contractor
By: <u>ITM</u>	<u>gdy cth</u>
Title: <u>Project Manager</u>	<u>CM</u>
Date: <u>7/14/22</u>	<u>7/29/22</u>
Authorized by Owner	Concurrence by Funding Agency (if applicable)
By: _____	_____
Title: _____	_____
Date: _____	_____

Change Order Proposal

PCO #01

Project Title: YRA Treated Water Line

Contract No.: _____ Project No.: _____

Reference: Tie In at STA 16+74 (Required to be a 10" in lieu of an 8" Tie In. 6" Fire Line at Prince Hanger

in Lieu of 4". Main Tie In at West End 6" in lieu of 8", 10" service saddle for Meter

ALSO INCLUDE Six ADDITIONAL DAYS TO THE CONTRACT

1	Material (Include tax. Provide separate breakdown with quantity and unit prices.)		\$8,082.53
2	Labor	36 Man Hours \$42.00 per Hour XXXXX Craft	\$1,512.00
		0 Man Hours \$42.00 per Hour Craft	\$0.00
		Man Hours per Hour Craft	\$0.00
3	Other Costs (Identify)		\$1,719.00
4	Total of Items 1,2,3		\$11,313.53
5	Overhead (% of Item 4)	5.00%	\$565.68
6	Total of Items 4,5		\$11,879.21
7	Profit (% of Item 6)	10.00%	\$1,187.92
8	Total of Items 6,7		\$13,067.13
*9	Labor Burden (% of Item 2)	0.00%	\$0.00
10	Total of Items 8,9		\$13,067.13
11	Subcontract Cost		\$0.00
**12	Prime Contractor Fee (% of item 11)	0.00%	\$0.00
13	Total of Items 11,12		\$0.00
14	Subtotal (Total of Items 10,13)		\$13,067.13
15	Bond (% of Item 14)	1.50%	\$196.01
16	Total Change Order (Total of Items 14,15)		\$13,263.13

* Cost of Federal Old Age benefits (Social Security) tax and workman's compensation and public liability insurance pertaining to charges are allowable. While no percentage will be allowed thereon for overhead or profit, prime contractor's fee will be allowed on each items in sub-contractor's proposal.

** If work proposed by this change is performed by prime contractor forces fee is not allowed; only overhead and profit.

Allowances for overhead and profit will not exceed 10% each. The contractor must obtain and furnish with the proposal an itemized breakdown signed by each subcontractor participating in the change if it exceeds one thousand dollars.

By Sterling Christler
Contractor Name

7/12/2022
Date

Harris Trucking & Construction Co.
Company Name

Change Order Proposal Breakdown (If \$1,000 Or More)

Item No.	Item Description	Qty	Unit	Labor Class/ Craft	Labor Hours Per Unit	Labor Hours Total	Labor Rate	Labor Total	Material Unit Price	Material Total	Lower Tier Sub Total	Equip/ Other Total	Item Total (Bare Cost)
1	Labor	36.00	HR			32.00	\$42.00	\$1,344.00					\$1,344.00
2	Less 8" Valves, 8x8 Tee, Mega Lugs, 8" Pipe									(\$2,387.67)			(\$2,387.67)
2	10" Valves, 10" Sleeve, 10x8 Tee									\$8,102.00			\$8,102.00
	Mega Lugs and 6x8 Reducer									\$465.00			\$465.00
	6" Valve									\$1,761.61			\$1,761.61
	Service Saddle									\$141.59			\$141.59
	T-79 (vac truck)	9.00										1,719.00	\$1,719.00
	TOTALS:					32.00		\$1,344.00		\$8,082.53		\$1,719.00	\$11,145.53

MEETING DATE: SEPTEMBER 6, 2022

DEPARTMENT: PUBLIC WORKS - WATER

PREPARED BY: PHILLIP M. BOWMAN, P.E.

PRESENTED BY: PHILLIP M. BOWMAN, P.E.



AGENDA ITEM SUMMARY REPORT

Consider approval of the Certificate of Final Completion for the YRA Treated Waterline Replacement Project

ACTION TO BE TAKEN

Consider approval of the Certificate of Final Completion for the YRA Treated Waterline Replacement Project, and authorize the Mayor to sign all associated documents.

SUMMARY OF INFORMATION

The YRA Treated Waterline Replacement Project (the "Project") was awarded to Harris Trucking and Construction Company (HTC) on August 17, 2021, and a Notice to Proceed was issued to HTC in the spring of 2022 to start construction on the Project. Change Order #1 is proposed for approval on September 6, 2022, bringing the total value of the construction contract to \$177,425.63.

All work on the Project is now complete, with the final payment amount being under the contract value at a total of \$163,425.13. The Certificate of Substantial Completion was issued by the Engineer (Engineering Associates) on July 18, 2022, acknowledging completion of work identified as "milestones" in the project documents but not accepting any the work. The Certificate of Final Completion has been prepared with a Final Completion date of July 26, 2022. All work was deemed complete and ready for the project close out by the Engineer, and approval of this item will provide formal acceptance of the Project by the City.

City Council approval of the Certificate of Final Completion and signature by the Mayor will allow the project close out process to continue, and allow the final payment and retainage currently held on the project to be released on or around September 20, 2022.

FISCAL IMPACT

There are no changes to the construction contract value, and there are no additional costs to the project created by this Agreement.

ATTACHMENTS

1. Certificate of Final Completion

AGENDA & SUMMARY REPORT TO

None

AGENDA ITEM NO. _____

CERTIFICATE OF FINAL COMPLETION

Owner:	City of Cody, Wyoming	Owner's Project No.:	2021-08
Engineer:	ENGINEERING ASSOCIATES	Engineer's Project No.:	21014.00
Contractor:	Harris Trucking & Construction Co.	Contractor's Project No.:	
Project:	YRA Treated Waterline Replacement - 2021		
Contract Name:			

Certificate of Final Completion applies to:

☒ All Work ☐ The following specified portions of the Work:

Date of Final Completion: 7/26/22

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be complete. The Date of Final Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Final Completion. The date of Final Completion marks the commencement of the contractual period and applicable warranties required by the Contract.

This project has been advertised according to WS 16-6-116.

The following documents are attached to and made a part of this Certificate:

None

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

Engineer – ENGINEERING ASSOCIATES

By (signature):



Name (printed): Ian K. Sporkin-Morrison, P.E.

Title: Project Manager

Contractor – Harris Trucking& Construction Co.

By (signature):

Name (printed):

Title:

Owner – City of Cody

By (signature):

Name (printed): Matt Hall

Title: Mayor



City of Cody Agenda Request Form



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

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

Name of person to appear before the Council Aaron Buck or Lisa Stott

Organization Represented YRA

Date you wish to appear before the Council 8/16

Email Address aaronb@flyyra.com Telephone _____

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

Event Title (if applicable) AIP 44

Date(s) of Event (if applicable) Aug 1 2022 to September 2023

Location of Event (if applicable) YRA Terminal Remodel and Construction

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

YRA needs Council approval for AIP Grant 44 for the YRA terminal project. The Grant is in draft form and should be ready the third week of August.

Due to FAA's fiscal year ending in Aug and deadline for grants I am seeking pre approval of AIP 44.

The grant amount has not been finalized but should be around \$2,349,024. YRA will also use CARES funding and Bil funding for this project.

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

Signature Aaron Buck Date 8/15/2022



{{DateTime_es_:signer1:calc(now()):format(date," mmmm d, yyyy")}}

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

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

Dear Mayor Hall and Mr. Johnston:

The Grant Offer for Airport Improvement Program (AIP) Project No. 3-56-0006-044-2022 at the Yellowstone Regional Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

You may not make any modification to the text, terms or conditions of the grant offer.

Steps You Must Take to Enter Into Agreement. To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **September 9, 2022**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

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

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution

date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in “inactive” status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

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

- For all grants, you must submit by December 31st of each year this grant is open:
 1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
 2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit [FAA Form 5100-140, Performance Report](#) within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit [FAA Form 5370-1, Construction Progress and Inspection Report](#), within 30 days of the end of each Federal fiscal quarter.

Audit Requirements. As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

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

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

Sincerely,

{{Sig_es_:signer1: signature}}

Marc Miller
Acting Manager, Denver Airports District Office



U.S. Department
of Transportation
Federal Aviation
Administration

FAA Airport Improvement Program (AIP)

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date	{{DateTime_es_.signer1:calc(now()):format(date," mmmm d, yyyy")}}	
Airport/Planning Area	Yellowstone Regional Airport	
FY2022 AIP Grant Number	3-56-0006-044-2022	[Contract No. DOT-FA22NM-10XX]
Unique Entity Identifier	N9EVR9EDJ9C4	

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

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

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated January 12, 2022 for a grant of Federal funds for a project at or associated with the Yellowstone Regional Airport, which is included as part of this Grant Agreement; and

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

Expand and Rehabilitate Terminal Building (Phase II)

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances attached hereto; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 95.00 percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

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

CONDITIONS

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

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$0 for planning;

\$XXXXXXX airport development or noise program implementation; and,

\$0 for land acquisition.

- 2. Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

- a. Period of Performance:

1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods. (2 Code of Federal Regulations (CFR) § 200.1).

- b. Budget Period:

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

- c. Close Out and Termination

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344).

2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, and the regulations, and the Secretary's policies and procedures. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before September 9, 2022, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.
11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

- a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.
- 12. Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
- 13. Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.
- The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.
- The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.
- An informal letter amendment has the same force and effect as a formal grant amendment.
- 14. Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.
- 15. Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
- 16. Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.
- 17. Build America, Buy America.** The sponsor must comply with the requirements under the Build America, Buy America Act (Public Law 117-58).
- 18. Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant Offer:

- a. May not be increased for a planning project;
- b. May be increased by not more than 15 percent for development projects if funds are available;
- c. May be increased by not more than the greater of the following for a land project, if funds are available:
 - 1. 15 percent; or
 - 2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

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

19. Audits for Sponsors.

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

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

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

21. Ban on Texting While Driving.

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

22. Trafficking in Persons.

- a. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:
 - 1. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
 - 2. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
 - 3. Use forced labor in the performance of the Grant or any subgrants under this Grant.
- b. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity:
 - 1. Is determined to have violated a prohibition in paragraph (a) of this condition; or
 - 2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (a) of this Condition through conduct that is either –
 - a. Associated with performance under this Grant; or
 - b. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement), as implemented by our agency at 2 CFR Part 1200.
- c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a) of this Condition.
- d. Our right to terminate unilaterally that is described in paragraph (a) of this Condition:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this Grant Agreement.

23. AIP Funded Work Included in a PFC Application. Within 90 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.

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

25. Employee Protection from Reprisal.

a. Prohibition of Reprisals

1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) below, information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or
 - v. A violation of law, rule, or regulation related to a Federal grant.
2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
 - v. A court or grand jury;
 - vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
 - vii. An authorized official of the Department of Justice or other law enforcement agency.
3. Submission of Complaint. A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
4. Time Limitation for Submittal of a Complaint. A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
5. Required Actions of the Inspector General. Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
6. Assumption of Rights to Civil Remedy. Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).

26. **Co-Sponsor.** The Co-Sponsors understand and agree that they jointly and severally adopt and ratify the representations and assurances contained therein and that the word "Sponsor" as used in the application and other assurances is deemed to include all Co-Sponsors.

SPECIAL CONDITIONS

27. **Agency Agreement.** The FAA, in tendering this Offer on behalf of the United States, recognizes the existence of an Agency relationship between the Sponsor, as principal, and the Wyoming Department of Transportation, Division of Aeronautics, as agent. The Sponsor agrees that it will not amend, modify, or terminate said Agency Agreement without prior written approval of the FAA or its designated representative.
28. **Final Project Documentation.** The Sponsor understands and agrees that in accordance with 49 USC 47111, and with the Airport District Office's (ADO) concurrence, that no payments totaling more than 90.0 percent of United States Government's share of the project's estimated allowable cost may be made before the project is determined to be substantially complete. Substantially complete means the following: (1) The project results in a complete, usable unit of work as defined in the grant agreement and (2) The sponsor submits necessary documents showing that the project is substantially complete per the contract requirements, or has a plan (that FAA agrees with) that addresses all elements contained on the punch list. Furthermore, no payments totaling more than 97.5 percent of the United States Government's share of the project's estimated allowable cost may be made until: (1) The sponsor submits all necessary closeout documentation and (2) The sponsor receives final payment notification from the ADO.
29. **Airports Geographic Information System (AGIS) Requirements.** AGIS requirements, as specified in Advisory Circular 150/5300-18, apply to the project included in this grant offer. Final construction as-built information or planning deliverables must be collected according to these specifications and submitted to the FAA. The submittal must be reviewed and accepted by the FAA before the grant can be administratively closed.
30. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.
31. **Solid Waste Recycling Plan.** The Sponsor certifies that it has a solid waste recycling plan as part of an existing Airport Master Plan, as prescribed by 49 U.S.C. § 47106(a)(6).
32. **Disadvantaged Business Enterprise (DBE)/Airport Concessions Disadvantaged Business Enterprise (ACDBE) Program.** The Sponsor understands and agrees that the FAA will not make nor be obligated to make any payments on this Grant until the Sponsor has received from the FAA Office of Civil Rights approval of its DBE Program (reflecting compliance with 49 CFR Part 26), and, if applicable its ACDBE program (reflecting compliance with 49 CFR Part 23).
33. **Airport Layout Plan.** The Sponsor understands and agrees to update the Airport Layout Plan to reflect the construction to standards satisfactory to the FAA and submit it in final form to the FAA. It is further mutually agreed that the reasonable cost of developing said Airport Layout Plan Map is an allowable cost within the scope of this project.
34. **Building AIP Proration.** For purposes of computing the United States' share of the allowable project costs of the project, the allowable cost of the terminal building included in the project must not exceed 43.71 percent of the actual cost of the entire building.

35. **Useable Unit of Work for Companion Grants.** This grant funds a portion (XX%) of the project. The sponsor agrees that it will accept a companion grant offer, 3-56-0006-043-2021 and 3-56-0006-045-2023, to fund the remaining portion (XX%) of the project. The sponsor further agrees that the companion grants will result in a complete, safe, useful, and useable unit of work per the project description. The FAA makes no commitment of funding beyond the Sponsor's available allocated funds pursuant to law. If the sponsor does not accept the companion grant, the FAA has the option to close this grant and recover the funds.

#

DRAFT

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

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

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

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**

{{Sig_es_:signer1:signature:dimension(height=12mm, width=70mm)}}

(Signature)

{{N_es_:signer1:fullname }}

(Typed Name)

{{*Ttl_es_:signer1:title }}

(Title of FAA Official)

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

Part II - Acceptance

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

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

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

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

CITY OF CODY, WYOMING

(Name of Sponsor)

{{Sig_es_:signer2:signature:dimension(height=12mm, width=70mm)}}

(Signature of Sponsor's Authorized Official)

By: {{N_es_:signer2:fullname}}

(Typed Name of Sponsor's Authorized Official)

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

(Title of Sponsor's Authorized Official)

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

CERTIFICATE OF SPONSOR'S ATTORNEY

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

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Wyoming. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

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

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

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

By: **{{Sig_es :signer3:signature:dimension(height=12mm, width=70mm)}}**

(Signature of Sponsor's Attorney)

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

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

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

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

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

YELLOWSTONE REGIONAL AIRPORT BOARD

(Name of Sponsor)

{{Sig_es_:signer4:signature:dimension(height=12mm, width=70mm)}}

(Signature of Sponsor's Authorized Official)

By: {{N_es_:signer4:fullname }}

(Typed Name of Sponsor's Authorized Official)

Title: {{*Ttl_es_:signer4:title }}

(Title of Sponsor's Authorized Official)

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

CERTIFICATE OF SPONSOR'S ATTORNEY

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

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Wyoming. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Extending Government Funding and Delivering Emergency Assistance Act (Public Law 117-43); the Consolidated Appropriations Act, 2022 (Public Law 117-103); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

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

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

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

By: **{{Sig_es :signer5:signature:dimension(height=12mm, width=70mm)}}**

(Signature of Sponsor's Attorney)

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

ASSURANCES

AIRPORT SPONSORS

A. General.

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

B. Duration and Applicability.

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

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

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

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

3. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

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

1. **General Federal Requirements**

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

FEDERAL LEGISLATION

- a. 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. § 201, et seq.
- d. Hatch Act – 5 U.S.C. § 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 – Section 106 - 54 U.S.C. § 306108.1.¹
- g. Archeological and Historic Preservation Act of 1974 - 54 U.S.C. § 312501, et seq.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended - 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended - 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.¹
- l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 - 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended - 42 U.S.C. § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 - 42 U.S.C. § 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. § 3701, et seq.¹
- u. Copeland Anti-kickback Act - 18 U.S.C. § 874.¹
- v. National Environmental Policy Act of 1969 - 42 U.S.C. § 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 - 31 U.S.C. § 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.

bb. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity¹
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers
- k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. ^{4, 5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice For Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.¹
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹

- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.^{1 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

¹ These laws do not apply to airport planning sponsors.

² These laws do not apply to private sponsors.

³ 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

⁴ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

⁵ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

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

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all

understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. **Private Sponsor:**

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

3. Sponsor Fund Availability.

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

4. Good Title.

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

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to

undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

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

6. Consistency with Local Plans.

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

7. Consideration of Local Interest.

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

8. Consultation with Users.

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

9. Public Hearings.

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

10. Metropolitan Planning Organization.

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

11. Pavement Preventive Maintenance-Management.

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

12. Terminal Development Prerequisites.

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

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

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

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

16. Conformity to Plans and Specifications.

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

17. Construction Inspection and Approval.

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

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

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

20. Hazard Removal and Mitigation.

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

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

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

23. Exclusive Rights.

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

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

24. Fee and Rental Structure.

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

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
 2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from

the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.

3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

26. Reports and Inspections.

It will:

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

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government

aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

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

28. Land for Federal Facilities.

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

29. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely

affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:

1. eliminate such adverse effect in a manner approved by the Secretary; or
2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

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

c. Duration.

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

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

- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

“The City of Cody, Wyoming and the Yellowstone Regional Airport Board, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.”

- e. Required Contract Provisions.

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

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such

purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117;
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117;
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land

continues to be used for that purpose, such use having commenced no later than December 15, 1989.

- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

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

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (<https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf>) for AIP projects as of January 12, 2022.

35. Relocation and Real Property Acquisition.

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

36. Access By Intercity Buses.

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

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business

Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

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

MEETING DATE: SEPTEMBER 6, 2022

DEPARTMENT: PUBLIC WORKS - ELECTRIC

PREPARED BY: PHILLIP M. BOWMAN, P.E.

PRESENTED BY: PHILLIP M. BOWMAN, P.E.

AGENDA ITEM SUMMARY REPORT

P. Bowman

Ordinance 2022-14 Amending Title 8, Chapter 1 to modify and set Electrical Service Rates and Service Charges

ACTION TO BE TAKEN

Consider approval of Ordinance 2022-14 on Second Reading to modify and set Electric Service Rates and Service Charges effective October 1, 2022.

SUMMARY OF INFORMATION

The City of Cody provides electric utility service through the Electric Enterprise Fund. The City purchases all electricity provided to City customers from the Wyoming Municipal Power Agency (WMPA), a wholesale electricity provider to eight (8) member municipalities. WMPA contracted with Utility Financial Solutions, LLC (UFS) to complete a Wholesale Electric Rate Study in late 2018, and the City also worked with UFS to complete a Retail Electric Rate Study that was completed in 2019. Based on the cost-of-service modeling and recommendations prepared by UFS, Ordinance 2019-07 was presented to the City Council to set and modify electric service rates for a three (3) year period between 2019 and 2021. Ordinance 2019-07 was passed on Third and Final Reading on September 3, 2019, and the final electric rate modification approved with that ordinance took place on October 1, 2021.

Based on multiple cost increases that have occurred in the operation of the Electric Enterprise Fund, it was recommended during the preparation of the FY 2023 Budget that Electric Rates be increased by approximately four percent (4.0%) for the budget year. The Electric Enterprise fund has experienced a number of cost escalation and material supply challenges over the past two years including very significant electrical equipment and material price increases, and cost of labor increases with the City's Salary Survey recommendations taking effect July 1, 2022.

Ordinance 2022-14 will increase all base fees, energy usage fees, and demand fees by approximately four percent (4.0%) each, with some minor differences in each specific category due to rounding adjustments. In addition, Service Charges have been increased to account for the increased labor costs referenced above. The Second Reading of Ordinance 2022-14 also includes a modification to Article II, Section 8-1-10, that references temporary electric service charges. No other changes to Ordinance 2022-14 have been made since First Reading.

With approval of Ordinance 2022-14 on all three readings, the new electric rates and service charges will take effect on October 1, 2022 and be reflected on residential and commercial utility billing after that date.

FISCAL IMPACT

With approval of Ordinance 2022-14, it is anticipated that Electric Enterprise Fund revenues will increase by approximately four percent (4.0%). This increase was reflected in the Projected Revenue amounts in the approved FY 2023 Budget.

ATTACHMENTS

1. Ordinance 2022-14 (with modifications referenced for Second Reading)

AGENDA ITEM NO. _____

ORDINANCE 2022 – 14

**AN ORDINANCE AMENDING TITLE 8, CHAPTER 1, ARTICLE II AND III,
OF THE CODY CITY CODE TO MODIFY AND SET
ELECTRICAL SERVICE RATES AND CHARGES**

Title 8, Chapter 1, Article II and Article III, shall be hereby amended effective October 1, 2022:

ARTICLE II

8-1-10: TEMPORARY SERVICE

Any person desiring temporary lighting and power service from the city during the construction activities before permanent power is installed shall pay a nonrefundable temporary service connection fee as outlined in section 8-1-13 of this chapter (single-phase or 3-phase) for the installation of the meter. The usage and base charges for the temporary meter will depend on the classification of the type of service requested. If the service will be used for primarily commercial use, the applicants will pay for the temporary electrical service at the commercial electric rate. If the service will primarily be used for residential use, the applicant will pay for the temporary electrical service at the residential rate. In addition to the temporary meter fee, accounts established with temporary meters are also subject to the deposit requirements as outlined in section 8-1-9 of this chapter.

ARTICLE III

8-1-13: SCHEDULE OF RATES

- A. Beginning with all bills generated on or after October 1, 2022, the rates for metered electricity sold within the city limits shall be as follows:

Customer Classification	Monthly Base Fee (1)	Energy Fee (2)	Demand Fee (3)
RESIDENTIAL SERVICE RATE	\$21.30	\$0.1028	N/A
COMMERCIAL SERVICE RATE	\$33.30	\$0.0917	N/A
COMMERCIAL DEMAND SERVICE RATE	\$78.00	\$0.0517	N/A
CITY COMMERCIAL SERVICE	\$33.30	\$0.0917	N/A
CITY COMMERCIAL DEMAND SERVICE RATE	\$78.00	\$0.0517	N/A
COMMERCIAL DEMAND SERVICE RATE			\$17.16
CITY COMMERCIAL DEMAND SERVICE RATE			\$17.16
ELECTRIC COMMERCIAL SPECIAL SERVICE RATE			\$17.16
IRRIGATION SERVICE RATE	\$6.25	\$0.1028	N/A
SECURITY LIGHTING	\$4.70	\$0.1028	N/A
Notes:			
(1) For Electrical usage billed on or after October 1, 2022, each customer classification shall pay a monthly base fee charge as indicated.			
(2) For Electrical usage billed on or after October 1, 2022, each customer class shall pay the Energy Fee indicated for each kilowatt hour used per month or as estimated by City Staff regarding Security Lights.			
(3) For Electrical usage billed on or after October 1, 2022, each customer shall pay a monthly demand charge as indicated per kilowatt of demand as shown or computed from the readings of the city's demand meter installed at the customer's location for the fifteen (15) minute period of customer's greatest use during the billing period.			
(4) Customers requesting or transferring service of more than two hundred (200) amperes shall be billed under this demand rate. The public works director or his/her designee shall recommend to the administrative services officer the rate classification for new commercial customers requesting electrical service, based on the customer's energy and demand requirements.			

B. Service Charges: The following charges apply to all levels of service in addition to any other charges:

Connection, reconnection or disconnection of meter Normal office hours (7:30 A.M. to 4:00 P.M.)		\$40.00
Connection, reconnection or disconnection of meter Other than normal office hours (for first 2 hours, actual labor costs for work in excess of 2 hours)		\$125.00
Trouble calls on customer owned equipment Normal office hours (7:30 A.M. to 4:00 P.M.)		\$40.00
Trouble calls on customer owned equipment Other than normal office hours (for first 2 hours, actual labor costs for work in excess of 2 hours)		\$125.00
Temporary service connection: Single phase and 3-phase		\$150.00
Returned payment charge		\$30.00
Testing of meters more than once at customer's request in a 12 month period, where meter is found to be accurate within 2 percent		\$55.00

* * END OF AMENDMENT * *

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

PASSED ON FIRST READING: 8/16/2022

PASSED ON SECOND READING: _____

PASSED ON THIRD READING: _____

Matt Hall, Mayor

ATTEST:

Cynthia D. Baker, Administrative Services Officer

AGENDA ITEM SUMMARY REPORT

Adopt Resolution 2022-25 to Adopt a New Fee Schedule

(Only Community Development Fees are Modified.)

ACTION TO BE TAKEN

Adopt Resolution 2022-25, which modifies many of the community development fees.

SUMMARY

During the review of the 2022-2023 budget, the community development department was asked to look at their fee schedule and adjust portions where revenue was falling significantly short of processing costs. Comparisons to other Wyoming jurisdictions, estimated processing times, an analysis of equity between fees for similar processes, and identification of services that do not currently trigger fees were all considered. There was no specific percentage of modification, as each fee was looked at through the factors noted above.

The attached resolution reflects the proposed fee modifications. It has been reviewed by members of the community development department and the contractor board and is believed to be equitable. The contractor board is agreeable to the fee changes. The proposal has been provided to the local engineering firms as well. Not all fees are proposed to be increased. For example, moving from the 1997 UBC fee table to the proposed building permit fee table would slightly reduce fees for projects in the range of \$2,001 to \$84,000 in valuation, and slightly increase fees for projects valued higher than \$84,000. Projects less than \$2,000 would go from a minimum building permit fee of \$27 to \$40.

Another proposed change is rather than utilizing a reduced fee schedule for all electrical and plumbing/HVAC permits, those permits would be charged based either on the full valuation of the work if it is a "stand alone" permit, or if there is a general building permit and the valuation of that permit included the valuation of the electrical/plumbing/HVAC work, then only a processing fee would be charged for the separate electrical/plumbing permit (\$50).

In the Planning and Zoning area, site plan reviews and subdivisions are proposed to be broken up into more detailed categories so that more appropriate fees can be collected from larger projects. The site plan review fees for large projects would be increased significantly (from \$250 to \$650) as that fee has not been increased since 2007 or before, and larger projects simply involve more review time. Subdivision process times have also been more closely analyzed and additional categories and accompanying fees proposed.

For purposes of comparing the proposed zoning and subdivision fees with those of similar jurisdictions, the table attached as Exhibit A has been created for the more common fees.

FINANCIAL IMPACT

All other things being equal, the revenue from all forms of building permits is expected to increase only slightly, as the minor fee increases will likely be somewhat offset by the modification in how some of the electric and plumbing permit fees are assessed. Revenue from zoning and subdivision

AGENDA ITEM NO. _____

permits would likely see an increase in the range of 30-50%, but remain well below total costs. The zoning and subdivision fee increases shift some of costs for the programs from the general public to the users of the programs.

ATTACHMENTS

Exhibit A (comparison of common fees to other jurisdictions).
Resolution 2022-25

RECOMMENDATION

Adopt Resolution 2022-25 to modify the City Fee Schedule, (only Community Development fees are modified).

EXHIBIT A

Fee Comparison for Proposed City of Cody Community Development Fees

(Only major categories compared.)

	CODY (Proposed)	CASPER (2017)	SHERIDAN (2021)	GILLETTE (2017)	LARAMIE (2016)	RICHLAND, WA (2022)
Site Plan Review	\$.075 per SF of building, \$650 minimum.	\$600 up to 20K SF of Lot size, \$1,200 up to 1 acre, \$2,000 for > 1 acre	\$1,000 up to 1-acre site, \$500 each additional acre or portion thereof	\$340 for commercial site plan/ \$595 for development plans	\$420	\$1,305
Minor Site Plan/ Architectural Review	\$300 for minor site plan, \$100 for architecture, landscape, or parking only.	No category (See above)	No category (See above)	No category (See above)	\$225	No category (See above)
Minor Subdivision (No public improvements)	\$300 for Preliminary Plat + \$100 Final Plat = \$400	\$1,000 for Preliminary Plat + \$1,200 Final Plat = \$2,200 (up to 25 lots)	\$1,000 for 1 acre or less + \$500 for each additional acre or portion thereof, up to 6 lots	\$680 for Preliminary Plat + \$340 Final Plat = \$1,020	\$500 + \$100 per lot	\$475 Prelim. \$405 Final
Minor Subdivision (Infill category)	\$650 for Preliminary Plat + \$300 Final Plat = \$950	\$1,000 for Preliminary Plat + \$1,200 Final Plat = \$2,200 (up to 25 lots)	\$1,000 for 1 acre or less + \$500 for each additional acre or portion thereof, up to 6 lots	\$680 for Preliminary Plat + \$340 Final Plat = \$1,020	\$500 + \$100 per lot	\$475 Prelim. \$405 Final
Major Subdivision (> 5 lots, and less than 5 lots if requires public infrastructure)	\$650 + \$30 per lot for Preliminary Plat, Plus \$1,100 + \$30 per Lot for Final Plat.	\$1,000 for Preliminary Plat + \$1,800 Final Plat = \$2,200 (> 25 lots)	\$500 for initial acre + \$250 each additional acre for Preliminary, Plus \$1,000 for initial acre + 500 each additional acre for Final Plat.	\$680 Preliminary Plat, Plus \$850 + \$15 per lot over 10 up to \$1,500 for Final Plat (\$1,530 min.)	\$500 + \$100 per lot, up to \$2,500 for Preliminary Plat, Plus \$250 + \$25 per lot (\$1,250 max) for Final Plat.	\$1,315 Min. \$3,835 Max. @ \$45 per lot for Preliminary Plat. \$405 Final

Planned Unit Development	\$4,500 for Plan Review, Plus Subd. Fees.	\$2,300 for Preliminary Plan + Above subdivision fees	\$2,000 (+ subdivision fees?)	\$680 (+ subdivision fees)	\$625 preliminary + \$450 overlay (+ subdivision fees)	\$3,285
Conditional Use Permit	\$350 + advertising	\$600	\$500	N/A	\$435	\$475

RESOLUTION 2022-25

A RESOLUTION OF THE CITY OF CODY, WYOMING UPDATING
A FEES AND CHARGES SCHEDULE FOR VARIOUS MUNICIPAL
SERVICES AND PRODUCTS AND ESTABLISHING AN EFFECTIVE
DATE OF OCTOBER 1, 2022.

WITNESSETH

WHEREAS, the Governing Body for the City of Cody, Wyoming charges fees for certain permits, services, public documents, products, etc. that are not already set by Ordinance;

WHEREAS, the Governing Body of the City of Cody, Wyoming has set a policy stating that to the extent practical, the City shall set user fees based on cost recovery; and

WHEREAS, the Governing Body of the City of Cody, Wyoming finds that it is necessary to amend the fees and charges schedule to reflect current cost recovery levels.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CODY, WYOMING hereby adopts the following fee schedule effective as of October 1, 2022.

Public Records Fees	
Photo Copies & Printed Materials – black & white up to 11x17	\$1.00 for the first page
	\$0.50 for each subsequent page
Photo Copies & Printed Materials – color up to 11x17	\$1.50 for the first page
	\$0.75 for each subsequent page
Photo Copies & Printed Materials – black & white larger than 11x17	\$5.00 each page
Photo Copies & Printed Materials – color larger than 11x17	\$10.00 each page
Producing or constructing records, programming, and computer service	\$20.00 minimum up to 1 hour of staff time
	\$5.00 for each additional 15 minutes of staff time
Fax Sent Fee	\$2.00 per fax up to 5 pages
	\$.25 for each subsequent page
Digital Disk	\$5.00 per disk
Video Disk	\$10.00 per disk
Flash Drive	\$5.00 4GB
	\$5.00 8GB
	\$8.00 16GB
	\$10.00 32GB
	\$12.50 64GB
Printed Documents	
Budget Document	\$140.00 each
Audit Report	\$50.00 each
Financial Management Policy	\$50.00 each
Master Plan	\$40.00 each
Site Map or Lot Map with aerial	\$6.00 each
Zoning and Street Maps (Zoning, address, street, etc.)	36x48 Color: \$10.00 each
	42x60 Color: \$48.00 each
Scanning of Document on large scanner, up to 42" wide	\$7.50 each page
Lamination of Document	\$6.00 set up fee and \$2.00 per linear foot (24" wide) each
Whole Aerial & Utility Tiles w/Lot Lines (electronic)	\$36.00 each
½ Aerial & Utility Tiles w/Lot Lines (electronic)	\$18.00 each
¼ Aerial & Utility Tiles w/Lot Lines (electronic)	\$9.00 each
Other Fees	
Returned Payment Fee	\$30.00
Notary Signature	\$5.00 per document (city documents exempt from fee)
Alarm Reinstatement Fee	\$150.00
Police Patch	\$10.00 new
	\$5.00 used
Business Licenses & Permits	
Contractor License Fee	Initial Application Fee, or renewal of expired license \$200.00
	Application for additional or expanded license, \$100.00 for each category of licence added or modified (general, general-IRC, plumbing, plumbing-IRC, HVAC, HVAC-IRC, electrical, specialty)
	Annual Renewal \$150.00 per business (includes all licenses held by business)
	Renewal Late Fee \$30.00
Annual Short Term Rental/ Bed & Breakfast Registration per dwelling unit (non-transferrable)	\$100.00
Directional Wayfinding Signage Permit (Sheridan Ave. street signs)	\$60.00 per sign per calendar year
Right-of-Way Encroachment Permit	\$50.00 per each 45-day permit
	\$150.00 deposit (refundable) per permit if storing materials in City R-W or alley

Parks, Athletic Fields, and Shelter Fees	
Tennis Courts - Paul Stock, Dorse Miller, Glendale, and City park	\$25.00 per day per court
Specialy Park Areas - skate park, basketball courts, volleyball court, horseshoe pits, climbing wall, dog park, trails, or open space	\$25.00 per event
Soccer Facility - Dacken, Holm View, Mentock, and other soccer/multi purpose park areas	Practices: \$50.00 per week per field or \$10.00 per hour per field
	League games: \$25.00 per game
	Field prep: \$15.00 per hour plus materials
	per day
Baseball Facility - Hugh Smith, Legion Field, Babe Ruth, Pee Wee, and Little League	Practices: \$50.00 per week per field
	League Games: \$75.00 per game
	Youth League Games: \$50.00 per game
	Field prep: \$25.00 per hour plus materials
East Sheridan Fields (includes softball)	Practices: \$50.00 per week per field or \$10.00 per hour per field
	League games: \$50.00 per game
Tournament Concession Stand Use	\$25.00 per event
Tournament Play, Camps, Clinics, Etc	\$175.00 per event for one field
	\$50.00 per day per field for additional fields
Park Shelters - Hugh Smith, Mentock, Glendale, and City Park	\$25.00 per day
Picnic Shelters - Beck Lake Lions Club, Shoshone River Trail, and Paul Stock Trail	\$50.00 per day for events open to the public only
Canal Park Amphitheater	\$100.00 per event and \$50.00 per day for additional days
City Park Band Shell	\$150.00 per event and \$50.00 per day after first day
	\$450.00 per event per day for sound system
Race, Walk, and Fitness Permit	\$25.00 per day
Recreation Memberships	
Recreation Center Annual Memberships	Adult: \$315.00
	Senior: \$282.00
	Additioinal Adult: \$189.00
	Additional Senior: \$168.00
	Additional Youth (up to 4): \$63.00
	Additional Youth over 4: \$30.00
	Student (16 yrs - college): \$219.00
	Youth (5-15 yrs): \$156.00
	Golden Individual, 65+ years \$282.00
	Golden Couple, 65+ years \$450.00
Recreation Center Other Memberships	Corporate Family: \$507.00
	Corporate Individual: \$255.00
	Monthly: \$60.00
	6 Month Adult: \$202.00
	6 Month Additional Adult: \$121.00
	6 Month Youth: \$102.00
Recreation Center Daily Use Rate	6 Month Additional Youth: \$40.50
	6 Month Student: \$142.00
	Adult (16+yrs): \$10.00 Resident \$15.00 Non-Resident
	Student & Youth: \$7.00 Resident \$10.00 Non-Resident
Recreation Center Guest Passes - 10 pack	Military: \$6.00 Resident \$10.00 Non-Resident
	Last Two Hours: \$4.00 Resident & Non-Resident
	Adult Resident: \$90.00
	Student (16 yrs - college): \$63.00
	Youth (5-15 yrs): \$45.00
	Military: \$63.00
Aquatics Fees	
Competitive Swimming Fee	Base Rate: \$100.00 per hour for 6 lanes
	Lane Rate: \$17.00 per lane per hour
	Exclusive Use Fee: \$75.00 per hour
Group Reservations	\$5.50 per person
Aquatics Area Special Events	\$150.00 per hour plus \$1.00 per swimmer for 40 or more swimmers
City Facility Fees	
Auditorium	\$500.00 per event (1/2 day set up, event day, 1/2 day tear down)
	\$75 per day each additional day
	\$50 per event surcharge if alcohol is served or consumed on the premesis
Cody Club Room	\$150.00 per event (1/2 day set up, event day, 1/2 day tear down)
	\$75 per day each additional day
	\$50 per event surcharge if alcohol is served or consumed on the premisis
Cody Club Room Kitchen	\$150.00 per event (1/2 day set up, event day, 1/2 day tear down)
	\$75 per day each additional day
	\$50 per event surcharge if alcohol is served or consumed on the premisis
Equipment and Fixtures	\$5.00 each table
	\$10.00 per dozen chairs
	\$75.00 per day bleachers plus \$25.00 delivery, \$25.00 pickup
	\$50.00 per day per recepticle for outdoor electricity
	\$75.00 per hour manlift

City Facility Fees	
Recreation Center Conference Room A	\$100.00 per day Commercial & Non Members
	\$50.00 per day Non-Profit & Members
Recreation Center Conference Room B	\$100.00 per day Commercial & Non Members
	\$50.00 per day Non-Profit & Members
Recreation Center Gymnasium - one	\$300.00 per day Commercial & Non Members
	\$150.00 per day Non-Profit & Members
Recreation Center Gymnasium - two	\$600.00 per day Commercial & Non Members
	\$300.00 per day Non-Profit & Members
Recreation Center Gymnasiums - all	\$900.00 per day Commercial & Non Members
	\$450.00 per day Non-Profit & Members
Recreation Center Multi Purpose Room	\$200.00 per day Commercial & Non Members
	\$100.00 per day Non-Profit & Members
Recreation Center Raquetball Court	\$100.00 per day Commercial & Non Members
	\$50.00 per day Non-Profit & Members
Recreation Center Spectator Room	\$100.00 per day Commercial & Non Members
	\$50.00 per day Non-Profit & Members
Recreation Center Hallway	\$100.00 per day Commercial & Non Members
	\$50.00 per day Non-Profit & Members
Recreation Center Walking/Running Track	\$100.00 per day Commercial & Non Members
	\$50.00 per day Non-Profit & Members
Recreation Center Locker Rental	\$0.50 per day, small size (free for members)
	\$0.75 per day, medium size (free for members)
	\$45.00 for three months, large size
	\$90.00 for six months, large size
	\$10.00 each key replacement
Mini Golf Park	\$7.00 per person General Admission (all ages)
	Group Rate: \$20 up to 5, \$30 up to 10, \$3.00 per person over 10
Planning & Zoning Fees	
Commercial/Industrial Site Plan, Landscaping, Parking, and Architectural Reviews:	
Site Plan Review of new facility, and expansion of ≥ 20%.	\$0.75 per square foot of building (GFA), \$650.00 minimum
Site Plan Review for addition or expansion of < 20%.	\$300.00
Review of Landscape plan, Parking plan, or modification to Architecture of building.	\$50.00 for each type of review
Multi-family Residential Site Plan Review (all multi-family projects in commercial zones and projects of > 4 dwellings in residential zones.)	\$30.00 per dwelling unit
Sign Plans (attached wall, projecting, awning, inflatable, freestanding on existing supports)	\$40.00 (no fee if submitted and reviewed with a site plan review)
Sign Plans (freestanding requiring new base structure, electronic message boards)	\$50.00 for one sign, \$10.00 for each additional (no fee if submitted and reviewed with a site plan review)
Sign Plans (billboards)	\$200.00
Fence height waiver request	\$80.00
Special Exemption Application	Exemption from numerical standards \$300.00 plus advertising/mailling costs; Similar Use Determination \$400.00 plus advertising/mailling costs.
Conditional Use Permit	\$350.00 plus advertising/mailling costs.
Special Use Permit - Airport Overlay	\$350.00 plus advertising/mailling costs.
Nonconforming Expansions and Changes requiring review under City Code 10-13-06	\$350.00 plus advertising/mailling costs.
Zoning Variance	\$500.00
Appeal to Board of Adjustment	\$300.00
Petition for Rezone or Text Amendment to Zoning Ordinance (not initiated by City)	\$750.00 plus advertising/mailling costs
Minor Subdivision of 5 lots or less with each lot having direct access to a paved public street and no public infrastructure improvements other than electrical.	\$300.00 preliminary plat review; \$100 final plat review.
Infill Minor Subdivision not qualifying for category immediately above.	\$650.00 preliminary plat review; \$300 final plat review.
Major Subdivision (more than 5 lots, and 5 lots or fewer if public infrastructure other than electrical is required)	Conceptual Plat \$250.00 (Consult w/ City Planner to determine if necessary.)
	Preliminary Plat \$650.00 plus \$30.00 per lot
	Final Plat/Construction Plan Review \$1,100.00 plus \$30.00 per lot
	Phasing the acceptance of the subdivision improvements: \$500.00 for each phase of construction beyond initial phase.
	Request to accept performance bond, letter of credit, or cash deposit for remaining subdivision improvements, to obtain building permit(s) prior to City accepting subdivision infrastructure: \$500.00
Plat Amendment/Vacation	To a recorded Final Plat Minor Subdivision, with no additional lots: \$150.00 plus any advertising/mailling costs. If creating additional lots, use regular subdivision fee.
	To a recorded Final Plat Major Subdivision, with no additional lots: \$300.00 plus any advertising/mailling costs. If creating additional lots, use regular subdivision fee.
Planned Unit Development (PUD)	\$4,500.00 plus the subdivision plat review fees and advertising/mailling costs.
Boundary Line Adjustment	\$150.00 for the first two parcels, \$50 for each additional parcel involved.
Vacation of Land or Right-of-Way	\$500.00 plus advertising/mailling costs

Annexation or Deannexation (not initiated by City), including City zoning of property.	Applicant responsible for annexation survey and advertising/mailing costs
Mobile Home Park Permit (Chapter 9-06)	\$1,750.00 (up to 5 spaces) \$30.00 each additional space
Fee for P.W. review of engineering plans for public infrastructure not associated with a subdivision or PUD application	Actual Cost

Building Permit & Inspection Fees (Items marked with "*" are not applicable if a general building permit and resulting fee includes the work identified.)

Building Permit Fee, unless listed otherwise. (Fee shall be based on the total market value of the work, including materials and labor. Claimed valuation shall be no less than the national average per square foot, unless demonstrated otherwise to the building official.)	Building Permit Fee Table:
	Valuation: Fee:
	\$1 to \$500 \$40
	\$501 to \$2,000 \$40 for the first \$500; plus \$3 for each additional \$100 or fraction thereof.
	\$2,001 to \$40,000 \$69 for the first \$2,000; plus \$11 for each additional \$1,000 or fraction thereof
	\$40,001 to \$100K \$487 for first \$40,000; plus \$9 for each additional \$1,000 or fraction thereof
	\$100,001 to \$500K \$1,027 for the first \$100K; plus \$7 for each additional \$1,000 or fraction thereof
	\$500,001 to \$1 million \$3,827 for the first \$500K; plus \$5 for each additional \$1,000 or fraction thereof
	\$1,000,001 to \$5 million \$6,327 for the first \$500K; plus \$3 for each additional \$1,000 or fraction thereof
Building Plan Review Fees	\$5,000,001 and over \$18,327 for the first \$5 million; plus \$1 for each additional \$1,000 or fraction thereof
	Minor Residential Plan Review (e.g. addition, finish basement) \$50.00 per each 250 sq. ft. or portion thereof, or the fee for Residential Plan Review, whichever is less.
	Residential Plan Review (Single-family, duplex, townhouse, ADU) \$250.00 per dwelling unit
	Industrial/Commerical/Multi-Family Plan Review: 25% of building permit fee Fire District Review, Pass Through Fee: 10% of City's building permit fee, when Fire Review is required (industrial, commercial, multi-family).
Fee for work done without required permit(s), or commencing before permit issuance without building official permission	Additional 25% of permit fee, \$20.00 minimum
Fence Permit (Residential use)	\$50.00
Fence Permit (Commercial/Industrial use)	\$50.00
Pre-Fabricated Storage Building, without foundation (>120 SF only)	\$40.00
Demolition/Moving Permit (not placement)	\$40.00
Drywall/Plaster Permit (Residential)*	\$40.00
Insulation Permit (Residential)*	\$40.00
Fire Suppression/Sprinkler System Permit (Residential)*	\$40.00
Masonry/Concrete/Retaining Wall Permit (Residential)*	\$40.00
Window Glass/Glazing Permit*	\$40.00
Fireplace/Stove Installation Permit*	\$40.00
Siding/Stucco Permit (Residential)*	\$40.00
Re-Roof Permit (Residential)*	\$40.00
Ground Stabilization (Mud Jacking/Helitical pier) Permit	\$150.00
Sign Installation Permit*	Use "Building Permit Fee Table" for billboards, electronic message boards, freestanding signs on new bases or that enlarge the total sign face. No building permit fee for temporary signs and other signs not listed herein (covered by zoning sign plan review fee.)
Inspections Outside Normal Business Hours	\$60.00 per hour, minimum 2 hours
Reinspection Fees Assessed Under Building Code (3rd or more)	\$40.00
Additional Plan Review due to changes, additions or plan revisions	\$45.00 per hour minimum 1 hour

Electrical Permit Fees

Electrical Permit Fees	Service Upgrade, through 200 amp: \$100.00
	Service Disconnect or Reconnect \$40.00 (\$80 for both)
	Small Jobs/Modifications as determined by building official (e.g. adding or extending circuit) \$50.00
	Electrical Permit, if the valuation of the electrical work is included in the valuation of the general building permit: \$50.00
	Electrical Permit, if the valuation of the electrical work is not included in the valuation of the general building permit: Fee per "Building Permit Fee Table".
	Reinspection (3rd or more) \$50.00

Plumbing & HVAC Permit Fees (Items marked with "*" are not applicable if a general building permit and resulting fee includes the work identified.)	
Plumbing & HVAC Permit Fees	Plumbing/HVAC permit, if the valuation of the plumbing/HVAC work is included in the valuation of the general building permit: \$50.00
	Plumbing/HVAC permit, if the valuation of the plumbing/HVAC work is not included in the valuation of the general building permit: Fee per "Building Permit Fee Table".
Sewer Service Inspections*	\$40.00
Gas Piping Pressure Inspections (existing gas line)*	\$40.00
Furnace Replacement (Residential size or equivalent)* (per system)	\$40.00
Boiler Replacement (Residential size or equivalent)* (per system)	\$40.00
A/C Unit Replacement (Residential size or equivalent)* (per system)	\$40.00
Water Heater Replacement (Residential size or equivalent)* (per system)	\$40.00
Mini-Split Unit*	\$40.00
Other Small Jobs, as determined by Building Official	\$40.00

PASSED, APPROVED AND ADOPTED THIS 6th DAY OF SEPTEMBER, 2022

Mayor Matt Hall

Attest:

Cindy Baker, Administrative Services Officer

MEETING DATE:	SEPTEMBER 6, 2022
DEPARTMENT:	COMMUNITY DEVELOPMENT
PREPARED BY:	TODD STOWELL
CITY ADM. APPROVAL:	_____
PRESENTED BY:	TODD STOWELL

AGENDA ITEM SUMMARY REPORT

Plat Amendment—Vacate a 3-lot Subdivision and Associated Easements at 1133 31st Street

ACTION TO BE TAKEN

Approve a Plat Amendment to vacate a 3-lot subdivision and associated easements at 1133 31st Street.

PROJECT OVERVIEW

The Robert A. and Frances K. Swander Revocable Trust has submitted an Amended Plat application to vacate three existing lots and all easements associated with the lots. The property is at 1133 31st Street. The intent is to wipe the property clean of all internal property lines and easements, except that a 15-foot utility easement along the south and west boundaries of the property will be reestablished. All of the property, as well as an adjacent lot to the north that has a yard easement on this property is under the ownership of the Swander Revocable Trust.



PROCESS

The vacation of the lots and easements has been advertised to all utility providers and City utility departments. No objection was received. A site plan, based on utility locates, does not identify any utilities in the easements that are proposed for vacation. The plat vacation/amendment process is following the standard subdivision review process, with review by the Planning and Zoning Board, followed by approval of the City Council and the filing of the plat. As no lots are being created, no subdivision improvements are necessary.

ATTACHMENTS

Proposed amended plat, the original Homestead South plat, and the Boundary Adjustment to the original plat. Also included is a Site Plan—use it for utility location only as the underlying map is an earlier version of the proposal.

ALTERNATIVES

Approve, deny, or approve with the conditions all or part of the amended plat.

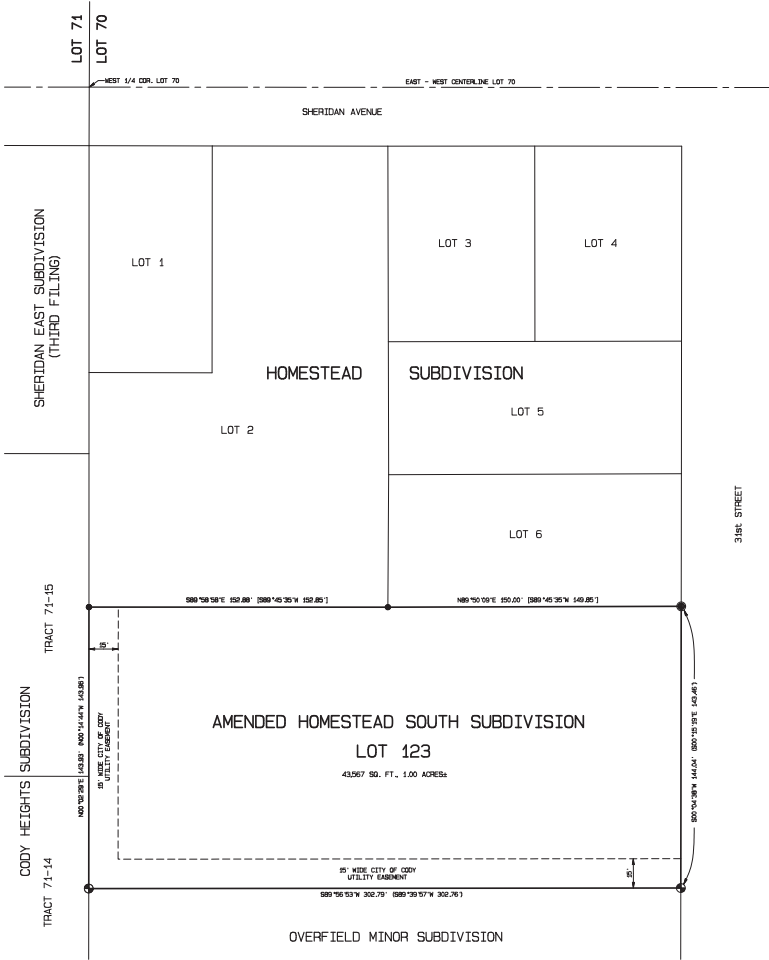
RECOMMENDATION

The Planning and Zoning Board recommends that the City Council approve the plat amendment and vacation of the associated easements.

AGENDA ITEM NO. _____

AMENDED PLAT
OF
HOMESTEAD SOUTH SUBDIVISION

WITHIN LOT 70, T. 53 N., R. 101 W., 6TH P.M.
PARK COUNTY, WYOMING (RESURVEY)



- LEGEND**
- REBAR WITH ALUM. CAP FOUND
 - BRASS CAP FOUND
 - 2 1/2" ALUM. PIPE WITH 3" ALUM. CAP FOUND
 - HOMESTEAD SOUTH SUBDIVISION
RECORD DIMENSIONS SHOWN THIS []
 - HOMESTEAD SUBDIVISION
RECORD DIMENSIONS SHOWN THIS []

NOTES

- THE PURPOSE OF THIS PLAT IS TO AMEND THE HOMESTEAD SOUTH SUBDIVISION AS SHOWN ON THE PLAT THEREOF RECORDED AS DOCUMENT NO. 2004-5726 AND FILED IN PLAT CABINET "S" AT PAGE 180 AND AS SHOWN ON THE PLAT THEREOF RECORDED AS DOCUMENT NO. 1997-1044 AND FILED IN PLAT CABINET "T" AT PAGE 163 BY VACATING THE LOTS OF SAID HOMESTEAD SOUTH SUBDIVISION AND ALL EASEMENTS ESTABLISHED THEREON, AND CREATING LOT 123 OF THIS AMENDED PLAT AS SHOWN HEREON.
- BEARINGS ARE BASED ON THE CITY OF CODY DATUM, WHICH IS BASED ON THE WYOMING COORDINATE SYSTEM HAD 83/53 WEST CENTRAL ZONE.
- THIS DRAWING IS NOT INTENDED TO SHOW ALL RIGHTS OF WAY, EASEMENTS, PUBLIC OR PRIVATE UTILITIES, IRRIGATION FACILITIES, OTHER IMPROVEMENTS OR FLOOD PLAIN AREAS UPON THE PARCEL, OR PARCELS DELINEATED HEREON. THIS SURVEYOR DID NOT CONDUCT A COMPLETE TITLE SEARCH, ABSTRACT STUDY OR HAZARD INQUIRY FOR THE LANDS SHOWN HEREON.

APPROVAL BY CITY PLANNING AND ZONING BOARD
RECOMMENDED FOR APPROVAL THIS _____ DAY OF SEPTEMBER, 2022 BY THE CITY COUNCIL OF CODY, WYOMING.
BY CHAIRMAN: _____

RECORDER'S ACCEPTANCE
THIS PLAT OF AMENDED HOMESTEAD SOUTH SUBDIVISION WAS ACCEPTED FOR FILING IN THE OFFICE OF THE PARK COUNTY CLERK AND RECORDER ON THIS _____ DAY OF SEPTEMBER, 2022, AND FILED FOR RECORD AT _____ M. UNDER DOCUMENT NUMBER _____ IN PLAT CABINET _____ AT PAGE _____.

COLLEEN RENNER PARK COUNTY CLERK AND RECORDER
BY: DEPUTY COUNTY CLERK

**AMENDMENT, VACATION
AND DEDICATION OF PLAT**

KNOW ALL PERSONS BY THESE PRESENTS, THAT THE ROBERT A. AND FRANCIS K. SWANDER REVOCABLE TRUST DATED DECEMBER 28, 2000 IS THE OWNER AND PROPRIETOR OF LOTS 1, 2, 3, 4, 5, AND 6A OF THE HOMESTEAD SOUTH SUBDIVISION AS SHOWN ON THE PLAT THEREOF RECORDED AS DOCUMENT NO. 2004-5726 AND FILED IN PLAT CABINET "S" AT PAGE 180 IN THE RECORDS OF THE CLERK AND RECORDER OF PARK COUNTY, WYOMING, BEING A RECONFIGURATION OF LOTS 1, 2, 3, 4, 5, AND 6 OF THE HOMESTEAD SOUTH SUBDIVISION RECORDED AS DOCUMENT NO. 1997-1044 AND FILED IN PLAT CABINET "T" AT PAGE 163 IN THE RECORDS OF THE CLERK AND RECORDER OF PARK COUNTY, WYOMING.

THEREFORE, PURSUANT TO WYOMING STATUTE 34-15-108, SAID LOTS OF THE HOMESTEAD SOUTH SUBDIVISION ARE HEREBY VACATED, AS WELL AS ALL EASEMENTS ESTABLISHED THEREON, AND ARE NOW AMENDED TO BE DESCRIBED AS LOT 123 OF AMENDED HOMESTEAD SOUTH SUBDIVISION, AS SHOWN HEREON.

AND, BY THESE PRESENTS DOES HEREBY DEDICATE THE EASEMENTS AS SHOWN HEREON TO THE USES AS NOTED, THAT SAID LANDS ARE SUBJECT TO ANY EASEMENTS, RIGHTS-OF-WAY AND MINERAL RIGHTS OR RESERVATIONS OF RECORD, AND, THAT ANY RIGHTS BY VIRTUE OF THE HOMESTEAD EXEMPTION LAWS OF THE STATE OF WYOMING ARE HEREBY RELEASED AND WAIVED. THAT AMENDED HOMESTEAD SOUTH SUBDIVISION AS APPEARS ON THIS PLAT, IS WITH THE FREE CONSENT, AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNER AND PROPRIETOR.

IN WITNESS WHEREOF, ROY SWANDER, TRUSTEE OF THE ROBERT A. AND FRANCIS K. SWANDER REVOCABLE TRUST DATED DECEMBER 28, 2000 HAS CAUSED HIS NAME TO BE HEREON SUBSCRIBED THIS _____ DAY OF SEPTEMBER, 2022.

ROY SWANDER, TRUSTEE OF THE ROBERT A. AND FRANCIS K. SWANDER REVOCABLE TRUST DATED DECEMBER 28, 2000

ACKNOWLEDGMENT
STATE OF WYOMING } ss
COUNTY OF PARK } ss
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF SEPTEMBER, 2022 BY ROY SWANDER, TRUSTEE.

WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

CERTIFICATE OF SURVEYOR

STATE OF WYOMING } ss
COUNTY OF PARK } ss
I, STEVEN D. FOLLMELTER, ON BEHALF OF MORRISON-MAIERLE, INC. OF CODY, WYOMING DO HEREBY CERTIFY THAT THIS MAP WAS PREPARED FROM FIELD NOTES TAKEN DURING AN ACTUAL SURVEY MADE UNDER MY DIRECTION ON JUNE 8 AND 13, 2022, THAT THIS MAP CORRECTLY SHOWS THE RESULTS OF SAID SURVEY AND THAT THE MEASUREMENTS FOUND OR SET ARE AS SHOWN TO THE BEST OF MY KNOWLEDGE AND BELIEF.

WYOMING I. S. REGISTRATION NO. 3154 _____
MORRISON-MAIERLE, INC.
BY: STEVEN D. FOLLMELTER (AGENT)

APPROVAL BY CITY COUNCIL
APPROVED THIS _____ DAY OF SEPTEMBER, 2022 BY THE CITY COUNCIL OF CODY, WYOMING.
BY MAYOR: _____ MATT HALL
ATTESTED BY: _____ ADMINISTRATIVE SERVICES OFFICER

Morrison Maierle Surveyors & Engineers, Inc. 1000 North Lincoln Cody, Wyoming 82401 (307) 577-1111 www.morrisonmaierle.com		1/4 SEC. 18W14S07N14E	LOT 70	TOWNSHIP OR NORTH	RANGE 101 WEST
SA PRINCIPAL SURVEYOR DATE: 9/20/22 COUNTY: WYOMING		PLOTTED DATE: Aug 28, 2022 PLOTTED BY: ss CLIENT: ROBERT A. AND FRANCIS K. SWANDER REVOCABLE TRUST DATED DECEMBER 28, 2000 SHEET 1 OF 1			
DRAWING NAME: J:\0128 Roy Swander\123 BLAT\morrisonmaierle\123BLAT.dwg					

T. 53 N., R. 101 W.

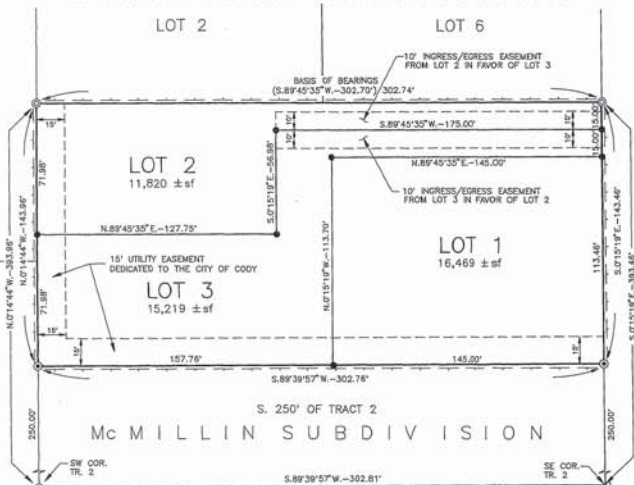
HOMESTEAD SUBDIVISION

TR. 71-15

LOT 2

LOT 6

CODY HEIGHTS
SUBDIVISION



31st STREET

S. 250' OF TRACT 2
Mc MILLIN SUBDIVISION



LEGEND

Homestead South Subdivision Boundary shown thus	_____
Interior Lot lines shown thus	_____
Adjacent property lines shown thus	_____
Easement lines shown thus	_____
Standard Brass Cap set this survey shown thus	⊙
Properly Corners set this survey (6"x30" Rebar w/2" Aluminum Cap) shown thus	●
Standard Brass Cap found shown thus	⊙
2" GP w/screw in concrete found shown thus	⊙
Record Data - Homestead Subdivision Plat shown thus	(S.89°45'35"W.-302.70')
Measured Data shown thus	N.89°45'35"E.-145.00'

PLANNING AND ZONING COMMISSION CERTIFICATE

This Plat is recommended for approval by the City Planning and Zoning Commission, Cody, Wyoming, on this 21st day of January, 1997.

Attest:

John W. Brown
Secretary

Larry S. Johnson
Chairman

CERTIFICATE OF DEDICATION

State of Wyoming) ss
County of Park

We, the undersigned, hereby certify that we are the owners and proprietors of: A parcel of land within Tract No. 2 of the McMillin Subdivision, Lot 70, Resurvey, T.53N., R.101W., 6th P.M., Park County, Wyoming, according to the plat recorded in Book "12" of plats, page 30, according to the records of the County Clerk and Recorder of Park County, State of Wyoming, said parcel being more particularly described as follows:

The North 143.90 feet of the South 393.90 feet of said Tract No. 2.

That we have caused said land to be surveyed and plotted as shown hereon as the Homestead South Subdivision, a re-subdivision of a part of Tract No. 2 of the McMillin Subdivision within the City of Cody, consisting of 3 lots and that the subdivision as it appears hereon is with the free consent and in accordance with the desires of the undersigned owners and proprietors; We hereby dedicate and set apart the easements shown hereon to the use of the general public forever. We hereby release and relinquish all rights of homestead.

In witness whereof, we have hereunto set our hands this 21st day of Feb, 1997.

SCHULTZ & CO.

Owners: *Clinton I. Schultz* and *Lorraine C. Schultz*
Clinton I. Schultz and Lorraine C. Schultz

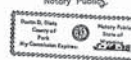
State of Wyoming) ss
County of Park

The foregoing Certificate of Dedication was acknowledged before me by Clinton I. Schultz and Lorraine C. Schultz, husband and wife, this 21st day of FEBRUARY, 1997.

Witness my hand and official seal.

My commission expires: 5-28-98

Dore J. Dietz
Notary Public



CERTIFICATE OF SURVEYOR

State of Wyoming) ss
County of Park

I, Richard T. Muscio, being a Registered Land Surveyor in the State of Wyoming, do hereby certify that this plat and survey of Homestead South Subdivision was made by me and under my supervision and that both are to an order of accuracy greater than one to five thousand and, to the best of my knowledge, are in compliance with all State statutory provisions and the City code.



Wyoming Registration No. P.L.S. 6827

CITY COUNCIL APPROVAL

Approved this 21st day of January, 1997 by the City Council of Cody, Wyoming.

By Mayor *Jack T. Skates*
Jack T. Skates

Attested by City Clerk *John W. Brown*
John W. Brown

State of Wyoming) ss
County of Park

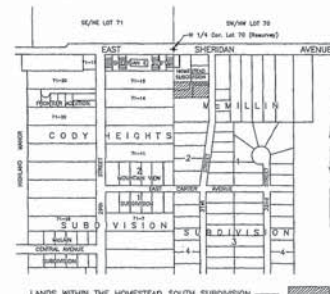
The foregoing Approval was acknowledged before me by Jack T. Skates, Mayor, and John W. Brown, City Clerk, this 21st day of January, 1997.

Witness my hand and official seal.

Virginia Shively
Notary Public

My commission expires: 5-24-98

T. 53 N., R. 101 W.
Lot 70
WITHIN THE CITY OF CODY, WYOMING



VICINITY MAP

Scale: - 1" = 500'

NOTES

- The existing well located on Lot 1 shall be used exclusively for that lot and by no means shall it be connected to the Municipal Treated Water System serving said lot.
- It shall be the responsibility of the owners of lots 2 and 3 to maintain, in proper working condition, the dry well shared by these lots.

COUNTY CLERK'S CERTIFICATE

This Plat was filed for the Public Record in the Office of the Clerk, Park County, Wyoming, at 12:20 o'clock P.M. on the 27 day of February, 1997 A.D., and is duly recorded in Book E, Page Number 163, Doc. # 1997 1099

By *Marie Fontaine* Deputy
Marie Fontaine
Park County Clerk

DATE OF PREPARATION: JANUARY 10, 1997

PLAT SHOWING HOMESTEAD SOUTH SUBDIVISION

A Re-subdivision of a part of Tract No. 2 of the McMillin Subdivision within Lot 70 - Resurvey, T. 53 N., R. 101 W.

**GRAHAM,
DIETZ &
ASSOCIATES**

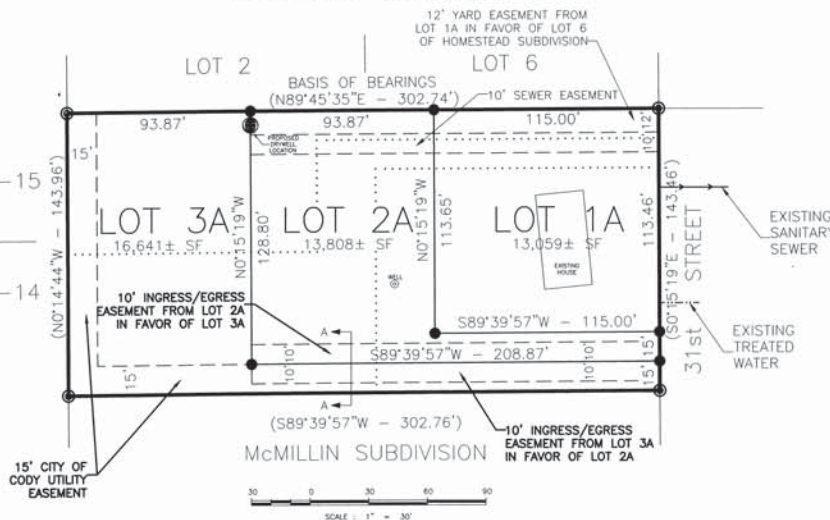
CONSULTING ENGINEERS

Civil Engineering - Land Surveying
Airport Planning & Engineering
1008 Stampede Ave. 400 E. 2nd Street
P.O. Box 330 Pocatello, WY 83401
Cody, WY 82414
Cody-Phone: (307)307-3411, FAX: (307)307-5192
Pocatello-Phone: (307)754-4270, FAX: (307)754-4270

T. 53 N., R. 101 W.

HOMESTEAD SUBDIVISION

CODY HEIGHTS SUBDIVISION



LEGEND

Homestead South Subdivision Boundary shown thus	_____
New Interior Lot lines shown thus	_____
Old Interior Lot lines shown thus	_____
Easement lines shown thus	_____
Set 5/8" x 24" Rebar with 2 1/2" Aluminum Cap	●
Found Standard Brass or Aluminum Cap	⊙
Record and measured data shown thus	(S89°45'35"W - 302.74')
Measured data shown thus	S89°39'57"W - 208.87'

NOTES

- The purpose of this Boundary Adjustment Survey is to reconfigure Lots 1, 2 and 3 of Homestead South Subdivision to align Lots 2 and 3 from South to North and to adjust Lot 1 to provide for access to Lots 2 and 3 on the South as opposed to the North. The reconfigured Lots are numbered as 1A, 2A and 3A.
- The developer agrees to install a drywell, as shown, upon sale of Lots 2A and 3A. Intent is to collect surface drainage for Lots 2A and 3A at the drywell.

CERTIFICATE OF OWNER

State of Wyoming) ss
County of Park

Know all men by these presents that we, the undersigned, hereby certify that we are the owners and proprietors of the lands noted herein in the description of lands: That we have caused said lands to be surveyed; that the boundary line adjustment of said lands is with the free consent and in accordance with the desires of the undersigned owners and proprietors; That we hereby dedicate easements labeled hereon to the uses so noted; That said lands are subject to any easements, rights-of-way and mineral rights or reservations of record; That the purpose of this boundary adjustment survey is for adjusting boundary lines between parcels as shown; That the lands being conveyed are for the sole purpose of adjusting the boundary line between parcels and are not to be sold or transferred as separate parcels by the grantees, heirs and assigns; And, that any rights by virtue of the homestead exemption laws of the State of Wyoming are hereby released and waived.

Robert A. Swander
SWANDER AND ASSOCIATES, INC.

State of Wyoming) ss
County of Park

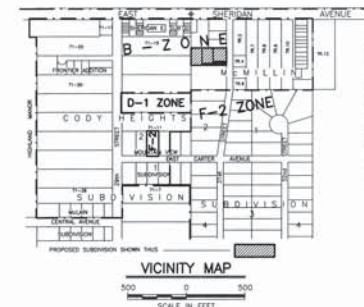
The foregoing Certificate of Owner was acknowledged before me by ROBERT A. SWANDER this 28th day of JULY, 2004.

Witness my hand and official seal.

My commission expires: 4/3/05 *James M. Paulsen*
Notary Public



T. 53 N., R. 101 W.
Lot 70
WITHIN THE CITY OF CODY, WYOMING



DESCRIPTION OF LANDS

Lots 1, 2 and 3 of Homestead South Subdivision, recorded in plot cabinet F on page 163 as document No. 1977-1044, Park County, Wyoming.

Said lots contain 43,508 square feet or 1.00 acre, more or less.

CLERK AND RECORDER ACCEPTANCE

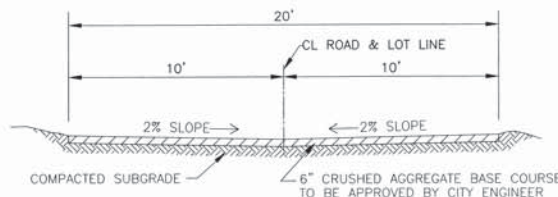
This Boundary Adjustment Survey was accepted for filing in the office of the Clerk and Recorder, Park County, Wyoming, at 4:58 o'clock P. M. on this the 30th day of July, 2004, filed for record in Plat Cabinet G at page 180, and recorded as computer record document number Book 5726

Richard T. Muscio
Deputy

KAREN CARTER
Park County Clerk

ROAD SECTION A-A

NOT TO SCALE



CERTIFICATE OF SURVEYOR

State of Wyoming) ss
County of Park

I, Richard T. Muscio, being a registered land surveyor in the state of Wyoming, do hereby certify that this map and survey were made by me or under my supervision and that to the best of my knowledge are in compliance with all state and city statutory provisions and regulations.



Wyoming Registration No. P.L.S. 6827

CITY ENGINEER'S APPROVAL

This boundary adjustment survey was approved by the City Engineer of Cody, Wyoming on the 29th day of July, 2004.

By: *Stephen A. Payne*
Stephen A. Payne, City Engineer

Attest: *Kelly Jensen*
Kelly Jensen, Clerk-Treasurer

BOUNDARY ADJUSTMENT SURVEY

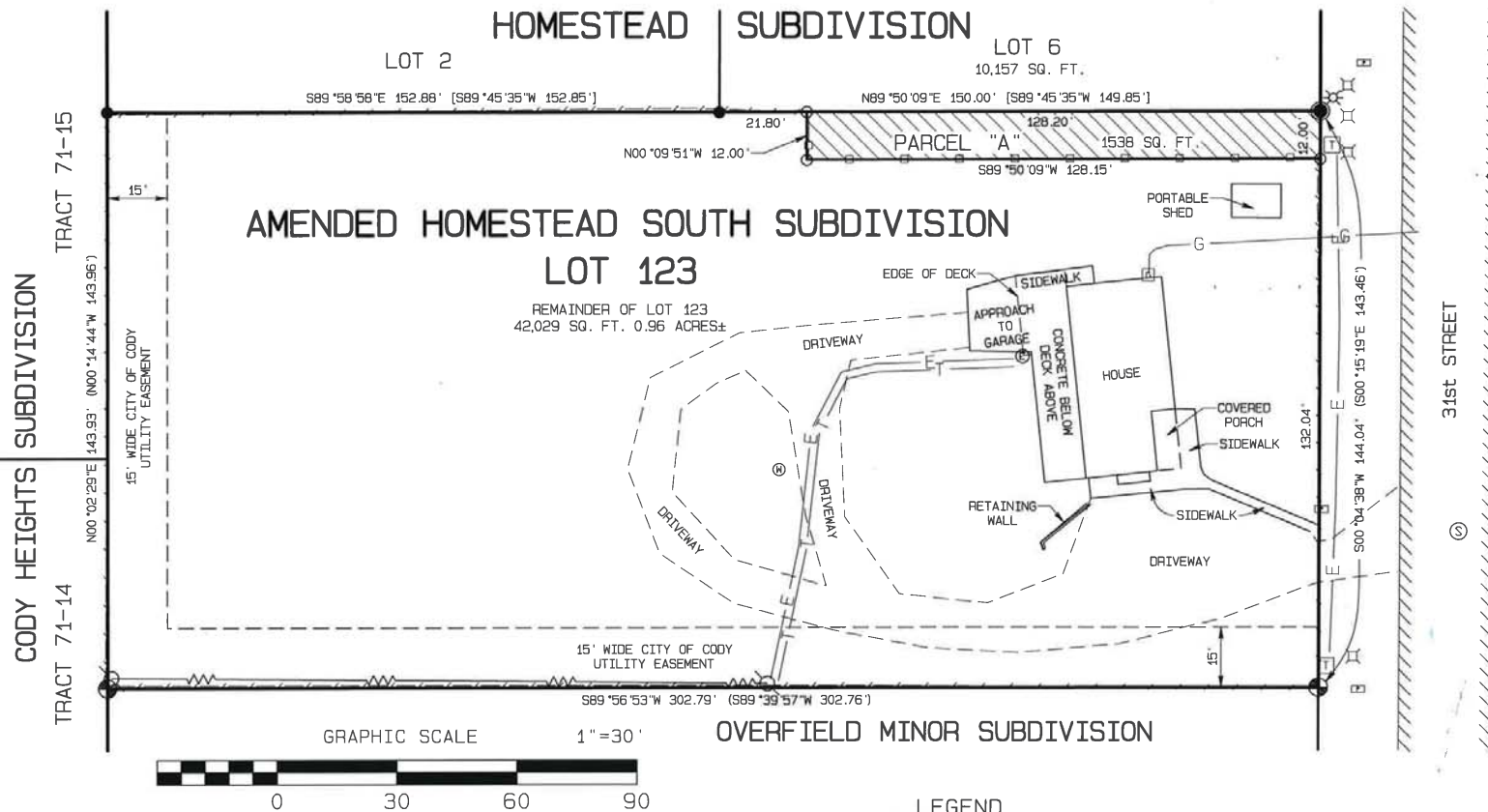
of
LOTS 1, 2 AND 3
of the
HOMESTEAD SOUTH
SUBDIVISION
located within

Lot 70 - Resurvey, T. 53 N., R. 101 W., 6th P.M., in the City of Cody, Park County, Wyoming

GRAHAM,
DIETZ &
ASSOCIATES

CONSULTING ENGINEERS
Civil Engineering Land Surveying

1308 Stampede Avenue
P.O. Box 338
Cody, Wyoming 82414
Phone: (307) 527-3411
Fax: (307) 527-5182



Morrison
Maierle
engineers•surveyors•planners•scientists

1402 Stampede Avenue
Cody, WY 82414
Phone: 307.587.6261
Fax: 307.587.6262
COPYRIGHT © MORRISON-MAIERLE, INC., 2022
J:\10128 Roy Swander\002 BLA\Terra\mod\10128.002.prc Plotted on Jul 28, 2022

DRAWN BY: SDF
CHKD. BY: ECR
APPR. BY: SDF
DATE: 06/2022

ROBERT A. AND FRANCIS K. SWANDER REVOCABLE TRUST DATED DECEMBER 28, 2000
CODY WYOMING

PROJECT NO.
10128.002

EXISTING UTILITIES WITHIN LOT 123 OF AMENDED HOMESTEAD SOUTH SUBDIVISION
CITY OF CODY, PARK COUNTY, WYOMING

SHEET NUMBER
1 OF 1