

City of Cody City Council

Tuesday, January 16, 2024 – 7:00 p.m. (Pre-Meeting to begin at 6:45 p.m.)

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

Meeting Called to Order

Pledge of Allegiance

Moment of Silence

Roll Call

Mayor's Recognitions and Announcements

Recognition of Service:

Yellowstone Regional Airport Board – Douglas Johnston, Paul Leroux, & Harold Musser

Planning, Zoning & Adjustment Board- Karintha Herweyer, Cayde O'Brien & Scott Richard

Wyoming Municipal Power Agency – Robert Pond

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 January 2, 2024 and January 9, 2024.
- b. Approve Vouchers and payroll in the amount of \$1,180,483.97.
- c. Appoint Council Member Quick to the Planning, Zoning and Adjustment Board for a term ending 12/31/2026.

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 a request from Yellowstone Beer Fest to close Beck Ave. from 9th to 10th Street and 10th Street from Beck to Sheridan Ave. on Saturday, July 20th for the Yellowstone Beer Fest. Authorize mobile vendors to park and operate within the street closure area, authorize an open container and malt beverage permit and request organizers work with staff on additional provisions.

Spokesperson: Board Member YBF

Staff Reference: Chief Stafford and/or Phillip Bowman, Public Works Director

- b. Consider approving a request from Buck Hall, Cody Racquetball Club to allow alcohol for consumption at the Recreation Center after hours during the Cody Racquetball Classis scheduled for Feb 2, 3, & 4, 2024
Spokesperson: Bucky Hall
Staff Reference: Mike Fink, Aquatic, Facilities & Rec Supervisor
- c. Obligate funding for the entire cost of the Second School Resource Officer in the amount of approximately \$393,730 including equipment and training or decline the grant award due to lack of funding from the School District.
Staff Reference: Chief Stafford
- d. Approve the Final Plan and Construction plans for the Meadowlark Meadows Subdivision, a 28-lot subdivision north of Mountain View Drive which extends from 23rd St to 26th St.
Staff Reference: Todd Stowell, City Planner

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

Upcoming Meetings:

January 23, 2024 – Tuesday – Work Session 5:30 p.m. -
February 6, 2024 – Tuesday – Regular Council Meeting 7:00 p.m.
February 13, 2024 – Tuesday – Work Session 5:30 p.m.
February 20, 2024 – Tuesday – Regular Council Meeting 7:00 p.m.

City of Cody
Council Proceedings
Tuesday, January 2, 2024

A regular meeting of the Cody City Council was held in the Council Chambers at City Hall in Cody, Wyoming on Tuesday, January 2, 2024 at 7:00 p.m.

Present: Mayor Hall, Council Members Andrew Quick, Jerry Fritz, Lee Ann Reiter, Kelly Tamblyn and Don F. Shreve Jr. and City Attorney Scott Kolpitzke; and Cindy Baker, Administrative Services Officer.

Absent: Council Member Swett.

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

Council Member Quick made a motion seconded by Council Member Reiter to approve the Consent Calendar as presented including approval of Minutes Approval of Minutes: Regular Minutes from December 19, 2023 and December 12, 2023, approve Vouchers and payroll in the amount of \$757,720.56, authorize the Mayor to sign the Acknowledgement of Conflict of Interest and Consent to representation between the city of Cody and Park County School District No. 6, declare the Cody Enterprise as the City's Official publication per §15-1-110 and designate US Bank, First Bank of Wyoming Big Horn Federal, Pinnacle Bank and Wells Fargo as the official depositories for the City of Cody for the calendar year 2024 pursuant to Wyoming State Statute 9-4-817. Vote was unanimous.

Council Member Shreve made a motion seconded by Council Member Tamblyn to appoint Andrew Quick as Council President and Emily Swett as Council Vice President. Vote was unanimous.

Council Member Reiter made a motion seconded by Council Member Quick to appoint Heather Mortensen to the Yellowstone Regional Airport Board for a term ending December 31, 2025. Vote was unanimous.

Council Member Shreve made a motion seconded by Council Member Fritz to approve the Official Community Appointments for 2024: Municipal Judge Thomas Keegan, Alternate Municipal Court Judges Tim Blatt, Jim Davis and John Housel, Fire Marshall, Sam Wilde; and Fire Chief, Jim Schultz. Vote was unanimous.

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

Mayor Hall adjourned the meeting at 7:08 p.m.

Mayor Matt Hall

Cindy Baker, Administrative Services Officer

City of Cody
Council Proceedings
Tuesday, January 9, 2024

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

Present: Council Members, Andy Quick, Don F. Shreve Jr., Lee Ann Reiter, Jerry Fritz, Emily Swett and Kelly Tamblyn, City Administrator, Barry Cook, City Attorney, Scott Kolpitcke and Cindy Baker, Administrative Services Officer.

Absent: Mayor Hall,

Council President Quick called the meeting to order at 5:30 p.m.

The Governing Body discussed the Request from Yellowstone Beer Fest (YBF) to conduct the Annual Beer Fest in City Park in July. Staff was provided with direction to bring this item to the next regular Council Meeting

The Governing Body discussed the Second School Resource Officer – Grant. Chief Stafford provide background information relating to this item. Staff was provided with direction to bring this item to the next regular Council Meeting.

Todd Stowell, City Planner discussed with the Governing Body Potential Accessory Dwelling Changes. Staff was provided with direction to bring this item to ta future Council Meeting.

Council President Quick adjourned the Work Session at 6:25 p.m.

Cynthia D Baker
Administrative Services Officer

Andrew Quick
Council President

Report Criteria:
Invoice.Detail.Input date = 01/09/2024
Invoice.Batch = {NOT LIKE} "1"

Secondary Name	Invoice	Description	Invoice Date	Total Cost
AFFEKTIVE SOFTWARE LLC (132642)				
DIGIQUATICS	3305	DIGIQUATICS SOFTWARE FOR AQUATICS	01/01/2024	857.79
Total :				857.79
Total AFFEKTIVE SOFTWARE LLC (132642):				857.79
ALL COUNTY PLUMBING LLC (131485)				
	23217	REPAIRS AT SHOP RESTROOM	12/27/2023	728.00
Total :				728.00
Total ALL COUNTY PLUMBING LLC (131485):				728.00
ALTITUDE RECYCLING EQUIPMENT (131480)				
	A5819	BALER WIRE	01/02/2024	3,200.00
Total :				3,200.00
Total ALTITUDE RECYCLING EQUIPMENT (131480):				3,200.00
AMERICAN PUBLIC WORKS ASSOCIATION (620)				
	735983	APWA MEMBERSHIP DUES	12/29/2023	239.00
Total :				239.00
Total AMERICAN PUBLIC WORKS ASSOCIATION (620):				239.00
AMERICAN WELDING & GAS INC (128592)				
	9819726	CARBON DIOXIDE/CYLINDER RENTAL	12/31/2023	39.52
Total :				39.52
Total AMERICAN WELDING & GAS INC (128592):				39.52
ANIXTER INC (130622)				
	5877559-00	3/4" BOLTS AND EYE NUTS	12/27/2023	951.00
	5903315-00	"O" DIE COVERS AND STAND OFF BRACKET	12/22/2023	1,185.58
	5903315-01	"O" DIE COVERS AND 40 AMP FUSES	12/28/2023	446.12
Total :				2,582.70
Total ANIXTER INC (130622):				2,582.70
ARMAND'S BOBCAT SERVICE LLC (132919)				
SIMONE III, ARMAND	01	STUMP GRINDING	12/26/2023	350.00
Total :				350.00
Total ARMAND'S BOBCAT SERVICE LLC (132919):				350.00
ASCAP (127781)				
	12202023	ASCAP MUSIC LICENSE	12/20/2023	434.00

Secondary Name	Invoice	Description	Invoice Date	Total Cost
Total :				434.00
Total ASCAP (127781):				434.00
BAGNELL, PAULETTE A (133196)				
	01052024	RESTITUTION ON MC-2301-012	01/05/2024	75.00
Total :				75.00
Total BAGNELL, PAULETTE A (133196):				75.00
BAILEY ENTERPRISES INCORPORATED (130546)				
	8120619	Fuel	12/31/2023	58.25
	8120619	Fuel	12/31/2023	738.40
	8120619	Fuel	12/31/2023	171.84
	8120619	Fuel	12/31/2023	265.33
	8120619	Fuel	12/31/2023	2,377.16
	8120619	Fuel	12/31/2023	171.84
	8120619	Fuel	12/31/2023	85.92
	8120619	Fuel	12/31/2023	46.90
	8120619	Fuel	12/31/2023	278.05
	8120619	Fuel	12/31/2023	184.04
	8120619	Fuel	12/31/2023	119.76
	8120619	Fuel	12/31/2023	27.09
	8120619	Fuel	12/31/2023	103.77
	8120619	Fuel	12/31/2023	86.85
	8120619	Fuel	12/31/2023	19.62
	8120619	Fuel	12/31/2023	49.84
	8120619	Fuel	12/31/2023	39.24
	8120619	Fuel	12/31/2023	762.56
	8120619	Fuel	12/31/2023	108.92
	8120619	Fuel	12/31/2023	420.05
	8120619	Fuel	12/31/2023	14.16
	8120619	Fuel	12/31/2023	3.54
	8120619	Fuel	12/31/2023	7.08
	8120619	Fuel	12/31/2023	10.62
	8120619	Fuel	12/31/2023	18.64
	8120619	Fuel	12/31/2023	4,258.66
	8120619	Fuel	12/31/2023	1,332.48
	8120619	Fuel	12/31/2023	141.09
	8120619	Fuel	12/31/2023	91.40
	8120619	Fuel	12/31/2023	220.06
	8120619	Fuel	12/31/2023	17.20
	8120619	Fuel	12/31/2023	18.64
	8120619	Fuel	12/31/2023	263.94
	8120619	Fuel	12/31/2023	187.33
	8120619	Fuel	12/31/2023	17.20
	8120619	Fuel	12/31/2023	18.64
	8120619	Fuel	12/31/2023	381.21
	8120619	Fuel	12/31/2023	69.43
	8120619	Fuel	12/31/2023	337.51
	8120619	Fuel	12/31/2023	1,281.47
	8120619	Fuel	12/31/2023	14.74
	8120619	Fuel	12/31/2023	169.56
Total :				14,890.35

Secondary Name	Invoice	Description	Invoice Date	Total Cost
Total BAILEY ENTERPRISES INCORPORATED (130546):				14,890.35
BALD RIDGE ENTERPRISES LLC (133404)				
	6213	D01 TOWER COVER	12/20/2023	30.20
	J2 313	MENTOCK PARK RESTROOMS	12/12/2023	33.50
Total :				63.70
Total BALD RIDGE ENTERPRISES LLC (133404):				63.70
BLACK HILLS GAS HOLDINGS LLC (132866)				
BLACK HILLS ENERGY	01052024	UTILITIES - BLACK HILLS ENERGY	01/05/2024	696.54
BLACK HILLS ENERGY	01052024	UTILITIES - BLACK HILLS ENERGY	01/05/2024	1,748.08
BLACK HILLS ENERGY	01052024	UTILITIES - BLACK HILLS ENERGY	01/05/2024	1,170.09
BLACK HILLS ENERGY	01052024	UTILITIES - BLACK HILLS ENERGY	01/05/2024	1,492.80
BLACK HILLS ENERGY	01052024	UTILITIES - BLACK HILLS ENERGY	01/05/2024	5,351.99
BLACK HILLS ENERGY	01052024	UTILITIES - BLACK HILLS ENERGY	01/05/2024	5,351.99
BLACK HILLS ENERGY	01052024	UTILITIES - BLACK HILLS ENERGY	01/05/2024	668.59
BLACK HILLS ENERGY	01052024	UTILITIES - BLACK HILLS ENERGY	01/05/2024	179.86
BLACK HILLS ENERGY	01052024	UTILITIES - BLACK HILLS ENERGY	01/05/2024	416.75
BLACK HILLS ENERGY	01052024	UTILITIES - BLACK HILLS ENERGY	01/05/2024	711.66
Total :				17,788.35
Total BLACK HILLS GAS HOLDINGS LLC (132866):				17,788.35
BORDER STATES INDUSTRIES INC (1420)				
	927503742	300KVA PAD MOUNT TRANSFORMER	12/07/2023	33,387.65
	927503762	4/0 STR COVERED COPPER	12/07/2023	4,870.00
	927593004	STIRRUP AND DEAD-END BELLS	12/22/2023	1,037.93
	927593004	#6 COPPER, ANCHOR PLATE AND RODS	12/22/2023	5,331.08
	927638726	H-TAPS	01/04/2024	161.00
Total :				44,787.66
Total BORDER STATES INDUSTRIES INC (1420):				44,787.66
BOSS (133188)				
	BOSS81123128823	BOSS LOCATE SOFTWARE	12/01/2023	625.00
	BOSS81123128823	BOSS LOCATE SOFTWARE	12/01/2023	625.00
	BOSS81123128823	BOSS LOCATE SOFTWARE	12/01/2023	625.00
	BOSS81123128823	BOSS LOCATE SOFTWARE	12/01/2023	625.00
Total :				2,500.00
Total BOSS (133188):				2,500.00
BRAGG PLUMBING AND HEATING INC (127760)				
	18239	MENTOCK PARK RESTROOMS	12/15/2023	2,902.14
Total :				2,902.14
Total BRAGG PLUMBING AND HEATING INC (127760):				2,902.14
CARQUEST AUTO PARTS (10200)				
	2874-IC-485002	returned pully B44	12/08/2023	40.02-
	2874-ID-484998	pulley B44	12/08/2023	40.02
	2874-ID-485011	pulley B44	12/08/2023	33.86

Secondary Name	Invoice	Description	Invoice Date	Total Cost
	2874-ID-485079	filter C08	12/11/2023	32.54
	2874-ID-485219	filter F07	12/14/2023	69.29
	2874-ID-485263	tank lock kit	12/15/2023	76.94
	2874-ID-485295	battery cleaner A104	12/15/2023	4.68
Total :				217.31
Total CARQUEST AUTO PARTS (10200):				217.31
COMMUNICATION TECHNOLOGIES, INC (129300)				
	17831	RADIO FOR WINDROWER	12/26/2023	810.00
Total :				810.00
Total COMMUNICATION TECHNOLOGIES, INC (129300):				810.00
CONNER, ESTATE OF RENEE L (133399)				
	15.0590.11	REFUND CREDIT BALANCE FROM FINAL LIHWAP PAYMENT	12/28/2023	128.89
Total :				128.89
Total CONNER, ESTATE OF RENEE L (133399):				128.89
COPENHAVER KITCHEN KOLPITCKE LLC (3140)				
	49171	Legal Services	12/01/2023	3,672.00
	49171	Legal Services	12/01/2023	457.20
	49171	Legal Services	12/01/2023	816.00
	49171	Legal Services	12/01/2023	816.00
	49171	Legal Services	12/01/2023	816.00
	49171	Legal Services	12/01/2023	816.00
	49171	Legal Services	12/01/2023	816.00
	49172	LEGAL SERVICES	12/01/2023	1,120.00
	49173	LEGAL SERVICES	01/01/2024	1,136.00
	49174	Legal Services	01/01/2024	3,647.70
	49174	Legal Services	01/01/2024	457.20
	49174	Legal Services	01/01/2024	816.00
	49174	Legal Services	01/01/2024	816.00
	49174	Legal Services	01/01/2024	816.00
	49174	Legal Services	01/01/2024	816.00
	49174	Legal Services	01/01/2024	816.00
Total :				18,650.10
Total COPENHAVER KITCHEN KOLPITCKE LLC (3140):				18,650.10
CRISIS INTERVENTION SERVICE (3290)				
	70123	OUTSIDE AGENCY FUNDING FY23-24	07/01/2023	8,000.00
Total :				8,000.00
Total CRISIS INTERVENTION SERVICE (3290):				8,000.00
CROELL INC (133102)				
	816689	81 TONS OF WASHED SAND	12/28/2023	1,222.20
Total :				1,222.20

Secondary Name	Invoice	Description	Invoice Date	Total Cost
Total CROELL INC (133102):				1,222.20
CUSTOM GARAGE DOOR LLC (127015)				
	5963	WEST SHOP DOOR	12/18/2023	425.00
Total :				425.00
Total CUSTOM GARAGE DOOR LLC (127015):				425.00
DAVIS, JAN (133402)				
	5110	REFUND OF WATER CRANE BALANCE	01/04/2023	19.12
Total :				19.12
Total DAVIS, JAN (133402):				19.12
DROPTINE PLUMBING LLC (133406)				
	0027	WATER LINE IN SHOP	01/03/2024	2,275.41
Total :				2,275.41
Total DROPTINE PLUMBING LLC (133406):				2,275.41
ELECTRICAL ALLY INC (129214)				
HAZEL, LOREN	7829	REPAIRS TO SANITATION LIGHTS	12/27/2023	323.00
Total :				323.00
Total ELECTRICAL ALLY INC (129214):				323.00
ELLIA PROPERTIES LLC (133403)				
	12.0590.44	REFUND CREDIT BALANCE	01/04/2024	43.58
Total :				43.58
Total ELLIA PROPERTIES LLC (133403):				43.58
ENGINEERING ASSOCIATES (4140)				
	4312046	PROJECT 14111-04 WWTF PHASE 2	12/21/2023	1,691.76
	4312047	SURVEY TASK ORDER #1 - TREE STREET WATERLINE REPLACEMENT	12/21/2023	14,707.89
	4312104	ENGINEERING SERVICES - 2022 TREATED WATER MODELING	12/22/2023	360.40
	4312163	ENGINERING SERVICES - ELECTRICAL DEPARTMENT UTILITY EASEMENTS AND RESEARCH	12/27/2023	2,077.30
Total :				18,837.35
Total ENGINEERING ASSOCIATES (4140):				18,837.35
ENNIST III, ROBERT F (131798)				
BIG HORN FOOD SERVICES	4273	BREAKROOM SUPPLIES - COFFEE	01/04/2024	138.00
Total :				138.00
Total ENNIST III, ROBERT F (131798):				138.00
EVANS, ALLISON (133308)				
	01052024	RESTITUTION CASE MC-2306-012	01/05/2024	35.00

Secondary Name	Invoice	Description	Invoice Date	Total Cost
Total :				35.00
Total EVANS, ALLISON (133308):				35.00
FARLOW, IRENE (131831) DBA: CODY CAB LLC	1022024	TIPSY TAXI PROGRAM	01/02/2024	910.00
Total :				910.00
Total FARLOW, IRENE (131831):				910.00
FERGUSON WATERWORKS (127653)	1424489	2" METER	12/09/2023	1,844.55
Total :				1,844.55
Total FERGUSON WATERWORKS (127653):				1,844.55
FIRE DISTRICT #2 (131409)	BLD-0523-0002	1831 SHERIDAN AVE	12/21/2023	208.00
Total :				208.00
Total FIRE DISTRICT #2 (131409):				208.00
FRANCK, STEVEN (133111) OFF GRID INSPECTIONS	015	ELECTRICAL INSPECTION SERVICES DECEMBER 2023	01/01/2024	2,305.00
Total :				2,305.00
Total FRANCK, STEVEN (133111):				2,305.00
FRANDSON SAFETY INC (130638)	100195	CHLORINE MONITOR TEST	12/12/2023	84.00
Total :				84.00
Total FRANDSON SAFETY INC (130638):				84.00
FREMAREK INC (132905) MID-AMERICAN RESEARCH CHEMICA	0808472-IN	BIOSCRUBBER PUMP	12/29/2023	332.27
Total :				332.27
Total FREMAREK INC (132905):				332.27
HENSLEY, CODY W (133003) KMG COMMERCIAL REFRIGERATION	2731	DOMESTIC HOT WATER REPAIRS	12/27/2023	1,331.25
KMG COMMERCIAL REFRIGERATION	2731	DOMESTIC HOT WATER REPAIRS	12/27/2023	1,331.25
Total :				2,662.50
Total HENSLEY, CODY W (133003):				2,662.50
JENSEN, BETTY M (133395)	13.5740.12	REFUND CREDIT BALANCE	12/28/2023	128.89

Secondary Name	Invoice	Description	Invoice Date	Total Cost
Total :				128.89
Total JENSEN, BETTY M (133395):				128.89
JOHN ANDREW LLC (132867)				
KEELE SANITATION	45111	PORTABLE RESTROOM SERVICE FOR SHOP	12/26/2023	200.00
Total :				200.00
Total JOHN ANDREW LLC (132867):				200.00
LABAN HARVEST LLC (133169)				
DBA NO SPOT LEFT BEHIND	122023	CUSTODIAL SERVICES	12/31/2023	1,523.01
DBA NO SPOT LEFT BEHIND	122023	CUSTODIAL SERVICES	12/31/2023	1,523.01
DBA NO SPOT LEFT BEHIND	122023	CUSTODIAL SERVICES	12/31/2023	1,523.01
Total :				4,569.03
Total LABAN HARVEST LLC (133169):				4,569.03
LARGENT, LORI (133407)				
	01052024	RESTITUTION FROM MC-2311-002	01/05/2024	100.00
Total :				100.00
Total LARGENT, LORI (133407):				100.00
LEISURE IN MONTANA INC (131545)				
	SAL30871-1	POOL CHEMICALS AND REAGENTS	01/04/2024	503.63
	SAL30871-1	POOL CHEMICALS AND REAGENTS	01/04/2024	503.63
Total :				1,007.26
Total LEISURE IN MONTANA INC (131545):				1,007.26
LEROUX INC (133305)				
BOONE'S MACHINE & RENTAL	45573	LIFT RENTAL CHRISTMAS DECORATIONS	01/03/2024	450.00
Total :				450.00
Total LEROUX INC (133305):				450.00
MARK, TRACI (133217)				
	8.1168.11 1	REFUND CREDIT BALANCE	12/28/2023	128.89
Total :				128.89
Total MARK, TRACI (133217):				128.89
MCGANN, LAURA (133401)				
	12424	WITNESS FEES - MC-2307-072	01/04/2024	15.00
	12424	WITNESS FEES - MC-2307-074	01/04/2024	15.00
Total :				30.00
Total MCGANN, LAURA (133401):				30.00

Secondary Name	Invoice	Description	Invoice Date	Total Cost
MCGANN, WILLIAM (133400)				
	12424	WITNESS FEES - MC-2307-072	01/04/2024	15.00
	12424	WITNESS FEES - MC-2307-074	01/04/2024	15.00
Total :				30.00
Total MCGANN, WILLIAM (133400):				30.00
MINES, MARGUERITE (133408)				
	01052024	RESTITUTION FROM MC-2309-061	01/05/2024	500.00
Total :				500.00
Total MINES, MARGUERITE (133408):				500.00
NAVARRETE, DONNA (133394)				
	10.0250.25	UTILITY DEPOSIT REFUND	12/29/2023	209.46
Total :				209.46
Total NAVARRETE, DONNA (133394):				209.46
NORCO INC (128948)				
	39568417	BOTTLE RENTAL	12/31/2023	42.78
Total :				42.78
Total NORCO INC (128948):				42.78
NORTHWEST COLLEGE (133405)				
	CDL-CODY101	ELDT THEORY - V DARR	01/05/2024	99.00
	CDL-CODY101	ELDT THEORY - D FERRELL	01/05/2024	99.00
Total :				198.00
Total NORTHWEST COLLEGE (133405):				198.00
OFFICE SHOP INC (7440)				
	262193	COPIER CONTRACT - POLICE DEPARTMENT	12/27/2023	688.76
	262194	COPIER CONTRACT - CITY SHOP	12/27/2023	10.79
	262194	COPIER CONTRACT - CITY SHOP	12/27/2023	10.79
	262194	COPIER CONTRACT - CITY SHOP	12/27/2023	9.52
	262194	COPIER CONTRACT - CITY SHOP	12/27/2023	10.79
	262194	COPIER CONTRACT - CITY SHOP	12/27/2023	10.79
	262194	COPIER CONTRACT - CITY SHOP	12/27/2023	10.79
Total :				752.23
Total OFFICE SHOP INC (7440):				752.23
ONE-CALL OF WYOMING (127665)				
	69641	ONE - CALL FEES	01/05/2024	24.38
	69641	ONE - CALL FEES	01/05/2024	24.38
	69641	ONE - CALL FEES	01/05/2024	24.38
	69641	ONE - CALL FEES	01/05/2024	24.36
Total :				97.50

Secondary Name	Invoice	Description	Invoice Date	Total Cost
Total ONE-CALL OF WYOMING (127665):				97.50
PARK COUNTY (7670)				
	9175	LEC CONTRACT - DISPATCH LABOR COSTS	01/01/2024	4,510.05
	9175	LEC CONTRACT - DISPATCH LABOR COSTS	01/01/2024	751.68
	9175	LEC CONTRACT - DISPATCH LABOR COSTS	01/01/2024	19,794.12
	9175	LEC CONTRACT - TECHNOLOGY SERVICES	01/01/2024	3,250.00
	9175	LEC CONTRACT - INSIDE MAINTENANCE SUPPLIES	01/01/2024	854.60
	9175	LEC CONTRACT - INSIDE MAINTENANCE LABOR	01/01/2024	2,062.43
	9175	LEC CONTRACT - OUTSIDE MAINTENANCE CREDIT	01/01/2024	208.33-
	9175	LEC CONTRACT - BUILDING INSURANCE COSTS	01/01/2024	398.92
	9175	LEC CONTRACT - UTILITIES	01/01/2024	1,384.03
Total :				32,797.50
Total PARK COUNTY (7670):				32,797.50
PURCELL TIRE AND RUBBER COMPANY (132837)				
DBA: PURCELL TIRE AND SERVICE C	31216224	SANITATION TIRES	12/27/2023	2,095.88
DBA: PURCELL TIRE AND SERVICE C	31216224	ELECTRIC TIRES	12/27/2023	2,095.88
Total :				4,191.76
Total PURCELL TIRE AND RUBBER COMPANY (132837):				4,191.76
QUALITY ASPHALT PAVING INC (125010)				
	2567	LAYDOWN ASPHALT WEST AVE	09/07/2023	5,775.00
	2567	PATCH NORTH STREET	09/07/2023	2,775.00
Total :				8,550.00
Total QUALITY ASPHALT PAVING INC (125010):				8,550.00
RILEY, KATHERINE (133396)				
	13.3935.55	REFUND CREDIT BALANCE	12/28/2023	128.89
Total :				128.89
Total RILEY, KATHERINE (133396):				128.89
ROBERTSON, LESLIE (130816)				
	01052024	RESTITUTION FROM MC-2208-010	01/05/2024	100.00
Total :				100.00
Total ROBERTSON, LESLIE (130816):				100.00
SABER PEST CONTROLL LLC (131183)				
	AUD183	PEST CONTROL - AUDITORIUM	01/04/2024	100.00
	CH183	PEST CONTROL - CITY HALL	01/04/2024	70.00
	E170	PEST CONTROL - ELECTRIC	01/02/2024	100.00
	P182	PEST CONTROL - PUBLIC WORKS SH	01/02/2024	60.00
	P182	PEST CONTROL - PUBLIC WORKS SH	01/02/2024	30.00
	P182	PEST CONTROL - PUBLIC WORKS SH	01/02/2024	30.00
	PR108	PEST CONTROL - PARKS SHOP	01/04/2024	80.00
	REC183	PEST CONTROL - REC CENTER	01/04/2024	105.00
	REC183	PEST CONTROL - REC CENTER	01/04/2024	105.00

Secondary Name	Invoice	Description	Invoice Date	Total Cost
Total :				680.00
Total SABER PEST CONTROLL LLC (131183):				680.00
SCHNEIDER, JEFFREY (123948)				
TJ ELECTRIC	2489	ELECTRIC INSTALL	12/24/2023	2,172.30
Total :				2,172.30
Total SCHNEIDER, JEFFREY (123948):				2,172.30
SESAC RIGHTS MANAGEMENT INC (129103)				
SESAC LLC	10706616	SESAC MUSIC LICENSE	01/01/2024	581.00
Total :				581.00
Total SESAC RIGHTS MANAGEMENT INC (129103):				581.00
SHOSHONE MUNICIPAL PIPELINE (9130)				
	01012024	SMP WATER PURCHASE - DECEMBER 2023	01/01/2024	110,954.08
Total :				110,954.08
Total SHOSHONE MUNICIPAL PIPELINE (9130):				110,954.08
SYSTEMS GRAPHICS INC (129162)				
ADVANCED INFO SYSTEMS	16333	OUTSOURCE BILLS	12/31/2023	12.24
ADVANCED INFO SYSTEMS	16333	OUTSOURCE BILLS	12/31/2023	77.51
ADVANCED INFO SYSTEMS	16333	OUTSOURCE BILLS	12/31/2023	69.35
ADVANCED INFO SYSTEMS	16333	OUTSOURCE BILLS	12/31/2023	69.35
ADVANCED INFO SYSTEMS	16333	OUTSOURCE BILLS	12/31/2023	89.75
ADVANCED INFO SYSTEMS	16333	OUTSOURCE BILLS	12/31/2023	89.75
Total :				407.95
Total SYSTEMS GRAPHICS INC (129162):				407.95
THOMSON REUTERS - WEST (128108)				
	849361017	CLEAR INVESTIGATIONS MONTHLY PAYMENT	12/01/2023	188.92
	849516972	CLEAR INVESTIGATIONS MONTHLY PAYMENT	01/01/2024	188.92
Total :				377.84
Total THOMSON REUTERS - WEST (128108):				377.84
TRAFFIC AND PARKING CONTROL CO INC (133074)				
TAPCO INC	1768837	TAPCO LIGHTS	12/15/2023	11,937.28
Total :				11,937.28
Total TRAFFIC AND PARKING CONTROL CO INC (133074):				11,937.28
TUNDRA GENERAL CONTRACTORS LLC (130416)				
	9202202	REPLACE DOOR HEADER	11/06/2023	1,664.46
Total :				1,664.46

Secondary Name	Invoice	Description	Invoice Date	Total Cost
Total TUNDRA GENERAL CONTRACTORS LLC (130416):				1,664.46
U S POST OFFICE (10050)				
	01012024	ANNUAL PO BOX RENTAL	01/01/2024	398.00
Total :				398.00
Total U S POST OFFICE (10050):				398.00
VANLEEUVEN, DEBRA (133397)				
	17.9700.23	REFUND CREDIT BALANCE	12/28/2023	5.93
Total :				5.93
Total VANLEEUVEN, DEBRA (133397):				5.93
WOODCRAFT HOMES (128969)				
	01022024	REFUND TEMP ELECTRIC METER FEE	01/02/2024	105.00
Total :				105.00
Total WOODCRAFT HOMES (128969):				105.00
WYOMING DEPARTMENT OF TRANSPORTATION (130279)				
WYDOT FINANCIAL SERVICES	ACO037X-1S-FY23	REFUND EFT PAYMENT	12/29/2023	3,499.00
Total :				3,499.00
Total WYOMING DEPARTMENT OF TRANSPORTATION (130279):				3,499.00
WYOMING MUNICIPAL POWER AGENCY (10920)				
	202412-1	POWER PURCHASE - DECEMBER 2023	01/10/2024	253,113.28
	202412-1	DEMAND PURCHASE COINCIDENT PEAK - DECEMBER 2023	01/10/2024	246,897.84
	202412-1	DEMAND PURCHASE NON-COINCIDENT PEAK - DECEMBER 2023	01/10/2024	29,396.30
Total :				529,407.42
Total WYOMING MUNICIPAL POWER AGENCY (10920):				529,407.42
ZICKEFOOSE, LENNA F (133398)				
	14.3040.11	REFUND CREDIT BALANCE	12/28/2023	128.89
Total :				128.89
Total ZICKEFOOSE, LENNA F (133398):				128.89
Grand Totals:				867,440.83
Payroll 12/31/2023				313,043.14
Grand Total				1,180,483.97



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 Brian Walker

Organization Represented Yellowstone Beer Fest

Date you wish to appear before the Council First session in January 2024

Email Address brian@wywalker.com Telephone 307-250-3748

Names of all individuals who will speak on this topic Brian Walker

Event Title (if applicable) Yellowstone Beer Fest

Date(s) of Event (if applicable) Saturday, July 20th 2024

Location of Event (if applicable) request approval for City Park

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) Yellowstone Beer Fest is looking to host the 2024 event at City Park. This would include closure of three streets (9th, 10th, and the portion of Beck between these two streets. Additional detail is provided in the packet that is attached to this request.

Which City employee(s) have you spoken to about this issue? Mayor Hall, Chief Stafford, Parks Dept.

Signature [Signature] Date 12/12/2023

To: Mayor Hall & City of Cody Council Members,

My name is Brian Walker and I am the new President of the Yellowstone Beer Fest Board. I am coming before the board to request approval for the Yellowstone Beer Fest to be held at City Park starting with the 2024 Beer Fest, scheduled (tentatively, pending approval) for July 20th.

The board and I have discussed this at length and agree that there are several benefits to hosting the Yellowstone Beer Fest at City Park. To highlight a few:

1. Easier access for patrons coming from hotels in the area. This should lessen the number of drivers heading up (and then back down) the hill toward the county complex.
2. Increased foot traffic, with a potential of attendees then spending their time and money at downtown businesses.
3. Use if the existing stage would help minimize cost, therefor allowing the organization to potentially increase donations to organizations in our community.

The Yellowstone Beer Fest board is looking toward existing Beer Fests / Brewfests for a similar layout. The cities of Lander, Laramie, and Sheridan (for example) host their beer fests in their town common / city park and have become highly successful. We aim to emulate these festivals, but with a Cody twist. This year will bring back competitions between brewers, a 'People's Choice Award', and more of a focus on this being a family event. I have reached out to EJ House (Chamber CEO) and he has no issues with the street closures. I have reached out to the Parks Department and received no objections. We have a tentative hold on July 20th currently. I have spoken to Chief Stafford and have shared the feedback below.

Our intended setup, pending approval →

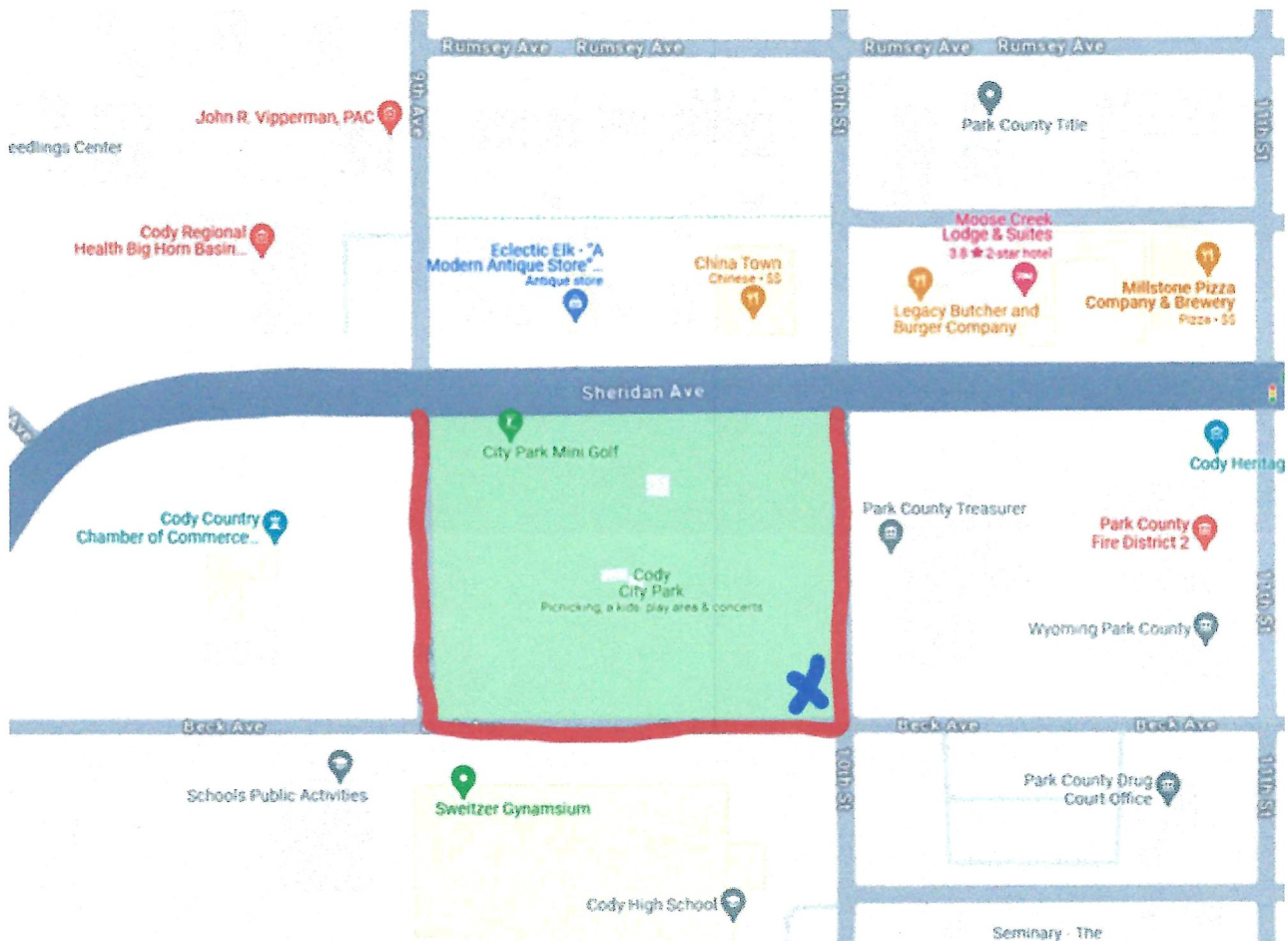
1. The Yellowstone Beer Fest would request street closure of 9th & 10th, between Sheridan & Beck. In addition, we would request street closure on Beck, between 9th and 10th.
2. Use of the stage for the live bands
3. More of an open setup, with the entrance being at the in the park at the corner of 10th and Beck. Our ask would be for consideration of the event without temporary fencing.
 - a. The lack of fencing was a concern of Chief Stafford. As noted earlier, we're looking to mirror setups of Lander, Sheridan, and Larmie (as examples) and they do not use fencing. The live music and parks are still accessible to those who may not drink. They take advantage of food trucks as well. They join their families in walking around and see what's there. This is not uncommon at all.
 - b. To address the risk of anyone under the age of 21 trying to go up to a brewer and getting a drink, our plan is to leverage wristbands and breweries will be instructed to not serve to anyone without an official glass and a wristband. The board is looking at wristbands that are not the standard Tyvek / paper wristbands and something that prevents transfer of the wristband itself. This has worked well at other brewfests.
 - c. While we know Concerts in the Park are perceived to be more family-centric than brewfests, we want this to be a family event where Mom & Dad can partake and enjoy the live music with their families. We'd have volunteers scanning and watching the crowd, there will be LEO presence as there has been for years now.

4. More of a focus on the craft breweries from the state and surrounding area. We're leveraging our relationships with the craft breweries in Wyoming, Montana, Idaho, and South Dakota to bring a different type of event to Cody.

Ultimately, the fencing is up for discussion and consideration. The board's preference is to go without. We have seen a lack of fencing work in several locations as well as in City Park on concert nights in the summer. We are more than happy to provide references as well as feedback from organizers from the aforementioned festivals.

As this is the board's first year organizing the Beer Fest, we are taking a very deliberate approach to how this event is going to run. We're borrowing ideas and "ways to do things" from other festivals that have great success.

I have included a map of the proposed street closures below.



Thank you very much for your time and consideration,

Brian Walker

President

Yellowstone Beer Fest Board



City of Cody Agenda Request Form



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Name of person to appear before the Council Bucky Hall
Organization Represented Cody Raquetball Club

Date you wish to appear before the Council ___ Jan. 16 _____

Email Address bhall@wyoming.com _____ Telephone _____

Names of all individuals who will speak on this topic ___ Bucky Hall _____

Event Title (if applicable) Cody Classic _____

Date(s) of Event (if applicable) Feb. 2 3
4 _____

Location of Event (if applicable) ___ Cody Rec Center _____

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) Permission to have alcohol after normal business hours during the tournament

[illegible]

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

Signature Bucky Hall Date Jan. 10,
2024

AGENDA ITEM SUMMARY REPORT

Department of Justice 2023 COPS Hiring Grant

ACTION TO BE TAKEN:

Obligate funding for the entire cost of the Second School Resource Officer in the amount of approximately \$393,730 including equipment and training or decline the grant award due to lack of funding from the School District.

SUMMARY OF INFORMATION:

In April 2023 the City Council authorized staff to submit an application for the 2023 COPS hiring program. The purpose of the application was to obtain funding for a second school resource officer to be based at the Cody Middle School.

Park County School District #6 provided a letter of support for the City's grant application and had agreed to partner with the City in funding the local agency share of the cost and will reimburse the City for 75% of the salary and benefits of the new SRO position during the school year (175 days). This is the same funding formula in place between the City and the School District for the existing SRO position. As part of the grant requirements, the City is required to submit a Memorandum of Understanding between the City and the School District within 90 days of the award letter date.

On November 7, 2023, Cody City Council voted to accept the 2023 COPS grant award in the amount of \$125,000 and authorize Police Chief Jason Stafford to execute all related award documents on behalf of the City of Cody.

On January 2, 2024, Park County School District #6 Superintendent Vernon Orndorff notified Police Chief Jason Stafford that Park County School District #6 did not have the funding available for their share of the proposed cost of approximately \$165,945.

FISCAL IMPACT

The grant award covers up to 75% of the entry-level salary and fringe benefits for the position with a maximum federal share of \$125,000 for the three-year performance period. Funding under this program will support three years of officer salaries and associated fringe benefits within a five-year period of performance to accommodate time needed for recruitment and hiring. The City must retain each CHP-funded position for a minimum of 12 months following the three years of funding for that position.

The COPS Office recommends that an SRO have a minimum of three years of experience as a police officer. Because COPS Office funds must be used for entry level positions, the City may deploy experienced police officers to serve as SROs and implement the community policing strategy after hiring the additional entry-level officers with COPS Office award funds. The Police Department's plan was to hire a new entry-level police officer then promote a current officer to the new SRO position at the middle school. Any additional costs for higher than entry-level salaries and fringe benefits will be the responsibility of the City.

Without funding from the School District, the City's total cost for the required four-year period would be \$393,730, which includes the initial purchase of necessary equipment and estimates for step and COLA increases. Funding for the salary, benefits, and training match would come from the General Fund unassigned

AGENDA ITEM NO. _____

reserves and funding for the additional police car would come from the Vehicle Replacement Fund. The cost summary is as follows:

COPS Grant Funding Period	Grant Funding Calculation - PO I			Local Match Calculation - PO III				
	Entry Level Salary & Benefits	Grant Funding (\$125,000 max)	Local Match - Entry Level	PO III Salary & Benefits	Grant Funding	Local Match	Equip & Training	City Share
1st Year	\$ 94,314	\$ 52,065	\$ 42,249	\$106,740	\$ (52,065)	\$ 54,675	\$ 65,000	\$ 119,675
2nd Year	\$ 97,933	\$ 42,164	\$ 55,769	\$111,042	\$ (42,164)	\$ 68,878	\$ -	\$ 68,878
3rd Year	\$ 101,750	\$ 30,771	\$ 70,979	\$115,580	\$ (30,771)	\$ 84,809	\$ -	\$ 84,809
4th Year	\$ -	\$ -	\$ -	\$120,368	\$ -	\$ 120,368	\$ -	\$ 120,368
Grant Period Total	\$ 293,997	\$ 125,000	\$ 168,997	\$453,730	\$ (125,000)	\$ 328,730	\$ 65,000	\$ 393,730

AGENDA ITEM NO. _____

AGENDA ITEM SUMMARY REPORT

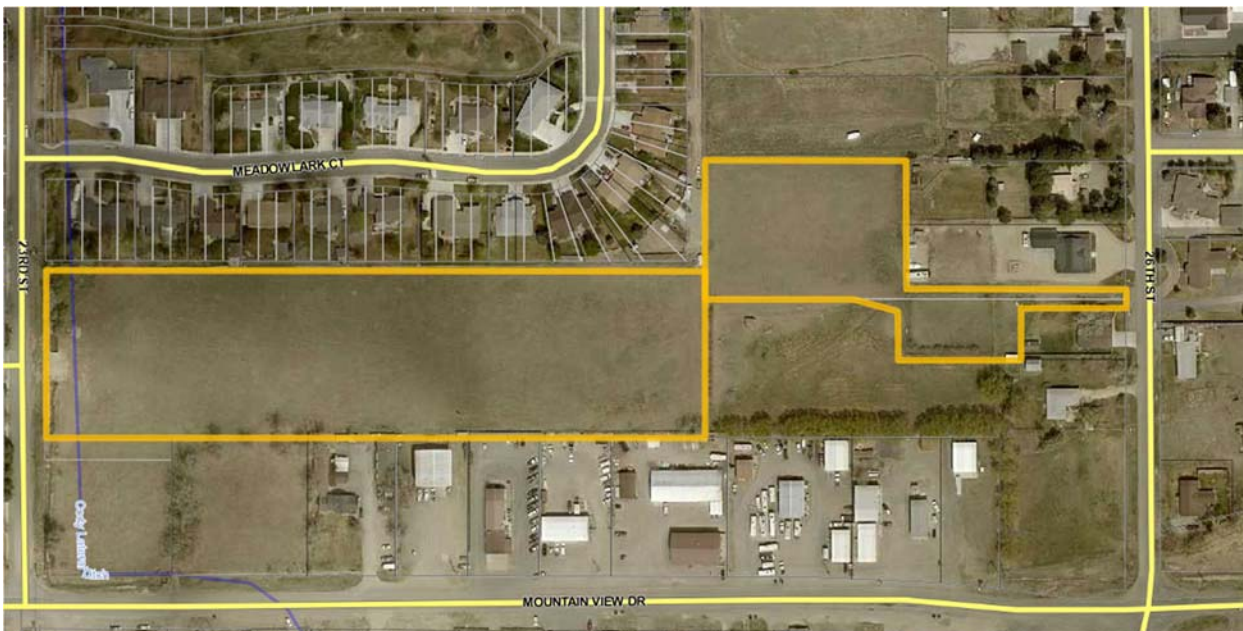
The Final Plat and Construction Plans of the Meadowlark Meadows Subdivision

ACTIONS TO BE TAKEN

Approve the final plat and construction plans for the Meadowlark Meadows subdivision, a 28-lot residential subdivision, subject to conditions of approval.

SUMMARY

Meadowlark Meadows, LLC has submitted the final plat application and construction plans for their 28-lot subdivision identified as the Meadowlark Meadows Major Subdivision. The property is located approximately 500 feet north of Mountain View Drive, and extends from 23rd Street to 26th Street. Lots 1-24 are located in a Residential R-2 zone, while Lots 25-28 are in a Residential R-3 zone.



SUBDIVISION REGULATIONS

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

Subdivision Variances:

1. To allow use of the master plan street section and corresponding reduction in right-of-way width for Songbird Court.
2. To allow the street section, right-of-way width, and cul-de-sac length as proposed on the preliminary plat drawing for Singing Lark Court, on the condition that no more than 18

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dwelling units utilize the street for access while it remains a dead-end street—this subdivision is entitled to fourteen of those dwelling units.

3. To allow the extended cul-de-sac length proposed for Songbird Court, on the condition that no more than 30 dwelling units be served by Songbird Court, unless more are authorized by the fire marshal.
4. To allow a 100-foot curvature radius on the internal street. (May be further reduced based on construction plans.)
5. To waive the alley requirement, and any improvements to the existing alley.
6. To waive the block length requirement.
7. To waive burying (piping) of the canal along the west end of the subdivision.
8. To allow a delay in the installation of the curb, gutter, and sidewalk and related asphalt along 23rd Street, contingent upon development of an agreement with the City to ensure the installation of those improvements at a reasonable time in the future.

Status of Preliminary Plat Conditions:

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

1. No more than 18 dwelling units shall utilize Singing Lark Court for primary access while it remains a dead-end street—this subdivision is entitled to fourteen of those dwelling units. The property to the south of the cul-de-sac is entitled to three of those dwelling units and the property to the north of the straight section of street is entitled to one of those dwelling units. If Singing Lark Court is looped as a public street back to 26th Street or Mountain View Drive, these restrictions will no longer apply. Add a note to the final plat to this effect.

Status: The note is included on the final plat (#6).

2. No more than 30 dwelling units may be served by Songbird Court, unless otherwise authorized by the fire marshal. Add a note to the final plat to this effect.

Status: The final plans have incorporated an emergency vehicle connection between the two cul-de-sacs. The fire marshal has indicated that this connection eliminates the need for this restriction on the number of dwelling units.

3. The cash-in-lieu-of-public-use-area amount may be reduced by the value of the sidewalk/pathway connecting the two cul-de-sacs, and if right-of-way is provided for the wet utilities in that corridor, by the assessed land value of the land in that right-of-way.

Status: The cash-in-lieu-of-public-use-area will need to be paid before the mayor signs the final plat. The initial amount assessed was \$28,517. The estimated cost of the sidewalk/pathway connecting the two cul-de-sacs has been calculated to be \$10,932.00 and value of the land being dedicated in the right-of-way corridor between the cul-de-sacs is \$8,841.00 (based on 7,582 sq. ft. at the average rate used to calculate the original cash-in-lieu amount). This reduces the cash-in-lieu fee to \$8,744.00. The fee will need to be paid before the mayor signs the final plat.

4. Finalize the cost-sharing agreement for the raw water system no later than with the final plat.

AGENDA ITEM NO. _____

Status: The draft agreement is attached and outlines how costs will be allocated, yet it lacks the actual values due to the need to obtain bids from contractors. The Council can approve the draft, subject to filling in the costs based on the bids received.

5. Work with public works to minimize the jog effect on Singing Lark Court (pull back SW corner of Lot 24?).

Status: Met. The jog effect is significantly reduced.

6. Provide a development agreement relating to the improvement of the 23rd Street frontage (34' total pavement width, curb, gutter, and sidewalk) that commits either the developer and/or the lot owners to participate in the construction of those improvements upon a specified trigger (e.g. upon a specified date, upon sale of ___ lots, upon issuance of the ___th building permit, in coordination with construction of the same on lots to the north or south). The terms of the development agreement will be considered in conjunction with the final plat review.

Status: The above condition was left somewhat vague by the City Council, to allow for further discussion between the City and developer. The developer has since voluntarily offered to contribute the estimated cost of those improvements to the City up front, with the City completing the work in the future in conjunction with other street work in the immediate area. The applicant's engineer has calculated the estimated cost to be \$17,710.00, which appears accurate. The contribution will be paid before the mayor signs the final plat.

7. Work with the City on the development of the stormwater plan and easements to comply with the direction noted in the staff report (no lot lines down easements, separation from foundations, coordination with utilities.)

Status: Met. The stormwater design now utilizes less infiltration facilities, utilizing a more advanced infiltration method. Easement dimensions extend a few feet beyond the infiltration structures, as a precaution against structures experiencing groundwater impacts, while additional necessary precautions should be taken during construction.

8. A maintenance agreement and/or homeowner's association shall be established for maintenance of the storm water infiltration facilities (trench). Submit the proposed document(s) with the final plat.

Status: Met. The agreements and associated declarations will be executed and recorded with the final plat. The agreements set up two separate associations—one for the stormwater facilities in the Songbird Court portion of the development and the other for the Singing Lark Court portion.

9. Incorporate the nine requested edits to the plat map noted in the staff report.

Status: Met, with the exception of adding the recording information for the off-site irrigation easement. That easement is yet to be recorded. It will be recorded prior to final plat, and referenced on the final plat.

10. The raw water easement on Lot 16 can be reduced to 15 feet, with the pipe offset five feet from the east and south property lines.

Status: Met.

11. Reflect the five "Miscellaneous Items" noted in the staff report in the construction plans.

Status: Met.

AGENDA ITEM NO. _____

12. As the preliminary plat did not show fire hydrants or the individual utility services, continue to coordinate their locations with the City.
Status: Met. Hydrants and individual services are now shown on the plans, in acceptable locations.
13. Work with the Electric Division to finalize the electrical layout. *(Note: Lead time for equipment is currently very long. The sooner the layout can be finalized, the sooner we can invoice and order materials.)*
Status: Met.
14. The applicant will need to contact the post office for mail box location(s). The final location must be authorized by both the Post Office and City.
Status: Met. The community mailboxes will be located in front of Lots 18 and 20.
15. Address the small McMillin irrigation ditch. Any portion remaining in the subdivision is to be piped.
Status: Shown on plans. Public Works asked for access ports to be added to the pipe at the street crossing for cleanout purposes and those have been added since the Planning and Zoning Board review.
16. The process to transfer the surface water rights to the City must comply with state statute 15-1-415(e), which relates to timing of submitting the application to the state. Authorization from Cody Canal to detach the water rights is part of the process as well.
Status: Met, except the water rights will be transferred to a third party, rather than to the City of Cody, due to resistance by the state Board of Control. The authorization to detach water rights (ADWR) has been approved by the Board of Control.
17. The final plat application and construction documents shall otherwise comply with the City subdivision ordinance.
Status: The application and construction documents have been reviewed and to the best of our knowledge meet applicable standards, with the possible exception of the sizing of the infiltration facilities. Public Works and the applicant's engineer plan to finalize the sizing of the infiltration facilities before the Council meeting.

RECOMMENDATION:

The Planning and Zoning Board recommends to City Council the approval of the Meadowlark Meadows Subdivision final plat and construction plans, subject to the following conditions.

Prior to consideration of the application by the City Council:

1. Satisfy Public Works as to the sizing of the stormwater facilities, and if the facilities are expanded increase the accompanying easements on the plat accordingly. *(Should be done before meeting, or Council will need to determine if they are comfortable simply stating that Public Works can review and authorize.)*
2. Update Sheet 17 of the plans to provide clean-out access ports on the irrigation pipe to each side of Singing Lark Court. *(Done.)*

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3. Work with Public Works to provide the raw water cost-sharing agreement document for Council consideration. (*Attached—actual amounts will be added based on contractor bids.*)

Prior to the mayor signing the final plat:

4. Record the off-site irrigation easement and note the recording information on the final plat.
5. Provide a copy of the construction plans with approval signatures of the 3rd party utility providers (BHE, TCT and Charter) and the electric division.
6. Pay to the City the reduced cash-in-lieu-of-public-use-area fee in the amount of \$8,744.00.
7. Pay to the City the estimated cost of the 23rd Street frontage improvements in the amount of \$17,710.00.
8. Pay applicable utility fees (electrical estimate, tap fees for domestic water and raw water).

Other:

9. The maintenance agreements for the stormwater facilities are to be recorded at the time the final plat is recorded.
10. The utility installation agreements with the 3rd party utility providers are to be provided no later than at the time of the pre-construction meeting.
11. Install the pathway/emergency vehicle connection between Songbird Court and Singing Lark Court upon completion of both streets. (Phasing may occur to allow development to commence on one of the streets before the other is completed.)
12. Perform the construction and inspections as required so that upon completion of the improvements there can be provided the engineer's certification, the developer's one-year warranty on the improvements, and other information as necessary to comply with Section 11-5-1(A) of the subdivision ordinance.
13. Upon completion of the subdivision improvements, provide a summary to the City finance officer of the value of each of the public improvements by general category (street, sewer, water, power) for contributed capital accounting purposes.
14. Add signage noting that the emergency vehicle connection between the cul-de-sacs is for emergency and authorized vehicles only, and that there is no parking on the street in front of the connection. (Added/expanded on plans—see Sheet 5.)

ATTACHMENTS:

Final Plat

Construction Plans

Maintenance Agreements

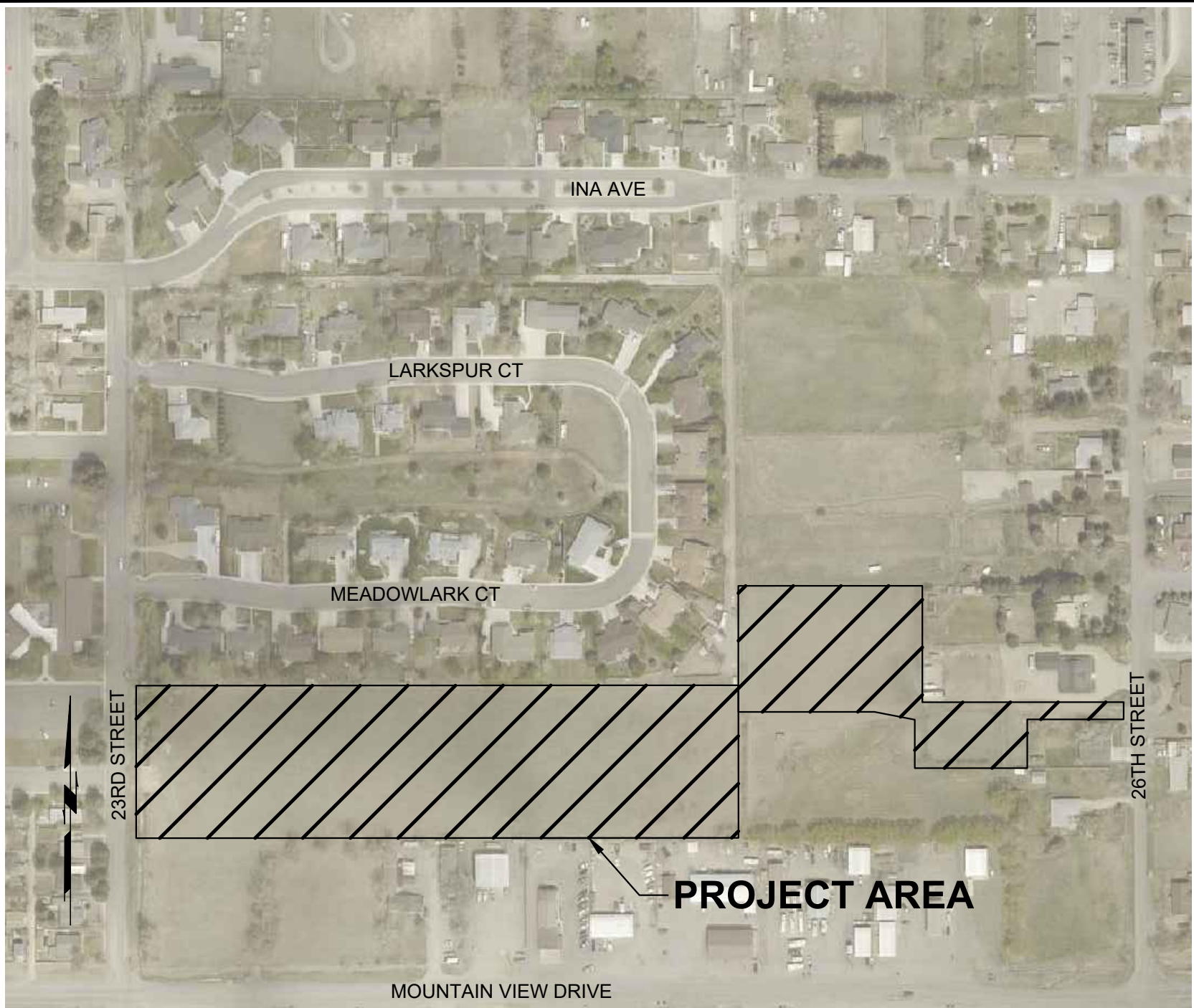
Drainage Report

Board of Control letter

H:\PLANNING DEPARTMENT\FILE REVIEWS\MAJOR-MINOR SUBDIVISION\2023\SUB2023-02 KHAN UNIT DEVELOPMENT\STAFF REPORTS\AGENDA SUMMARY MEADOWLARK MEADOWS FINAL PLAT.DOCX

AGENDA ITEM NO. _____

MEADOWLARK MEADOWS MAJOR SUBDIVISION ROADWAY, TREATED WATER, RAW WATER, & SANITARY SEWER EXTENSIONS FOR MEADOWLARK MEADOWS, LLC, CODY, WY



VICINITY MAP
SCALE: 1" = 250'

NATURAL GAS PLAN ACCEPTED AND APPROVED FOR UTILITY
PURPOSES BY: BLACK HILLS ENERGY

ELECTRICAL PLAN ACCEPTED AND APPROVED FOR UTILITY
PURPOSES BY: CITY OF CODY ELECTRICAL DEPARTMENT

TELECOMMUNICATON PLAN ACCEPTED AND APPROVED FOR UTILITY
PURPOSES BY: _____

NOTE: ALL WORK TO BE COMPLETED IN ACCORDANCE WITH LATEST
EDITION OF WYOMING PUBLIC WORKS STANDARD SPECIFICATIONS
AND CITY OF CODY STANDARDS.

DRAWING INDEX

Sheet Number	Sheet Title
1	TITLE SHEET
2	LEGEND
3	PLAN UTILITES MAP
4 – 6	PLAN & PROFILE – ROADWAY
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10 – 12	PLAN & PROFILE – SANITARY SEWER
13 – 16	PLAN & PROFILE – RAW WATER
17	MCMILLAN DITCH PLAN & DETAILS
18	DETAILS – ROADWAY
19	DETATILS – TREATED WATER
20	DETAILS – SANITARY SEWER
21	DETAILS – STORMWATER

PLAN REVIEW

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DATE	DRAWING LOG	BY	CHECKED	APPROVED
10/31/23	SUBMITTAL EDITS	HNM	BJR	BJR
01/13/23	ORIGINAL DRAWING	IKSM	IKSM	IKSM

DRAWN BY: IKSM
JOB NO. 21042.00
FIELD BOOK NO. 593



ENGINEERING ASSOCIATES – CODY, WYOMING
CONSULTING ENGINEERS & SURVEYORS

OWNER:
MEADOWLARK MEADOWS LLC.

PROJECT: MEADOWLARK MEADOWS SUBDIVISION
TITLE: TITLE SHEET



SHEET
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LEGEND

	SUBJECT PROPERTY LINE
	OVERHEAD ELECTRICAL LINE
	BURIED TELEPHONE LINE
	BURIED POWER
	BURIED TREATED WATER LINE
	BURIED SANITARY SEWER LINE
	BURIED GAS LINE
	BURIED FIBER OPTIC
	BURIED RAW WATER
	EDGE OF ASPHALT SURFACE
	CURB/GUTTER & SIDEWALK
	FENCE
	ASPHALT
	DIRT ROAD/GRAVEL
	RIVER ROCK
	EXISTING EASEMENT LINE
	CONCRETE
	LANDSCAPE
	EXISTING DITCH FLOW LINE
	MAJOR & MINOR CONTOUR LINES
	GAS SERVICE
	ELECTRICAL SERVICE
	CATV/TEL SERVICE
	LIGHT POLE
	DIRECTIONAL FLOW
	POWER POLE
	TREATED WATER VALVE
	SANITARY SEWER MANHOLE
	FIRE HYDRANT
	FIBER OPTIC VAULT
	POWER TRANSFORMER
	MAG NAIL
	EXISTING TREE
	GEO-TECH BORE
	FOUND BRASS CAP
	FOUND IRON PIPE
	FOUND ALUMINUM CAP MONUMENT

NOTE:
ALL SERVICES TO BE DISCONNECTED AT
CONNECTIONS TO EXISTING MAIN LINES. TREATED
WATER TO BE DISCONNECTED AT CORP STOP WITH
CORP BEING TURNED OFF.

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FIELD BOOK NO. ????



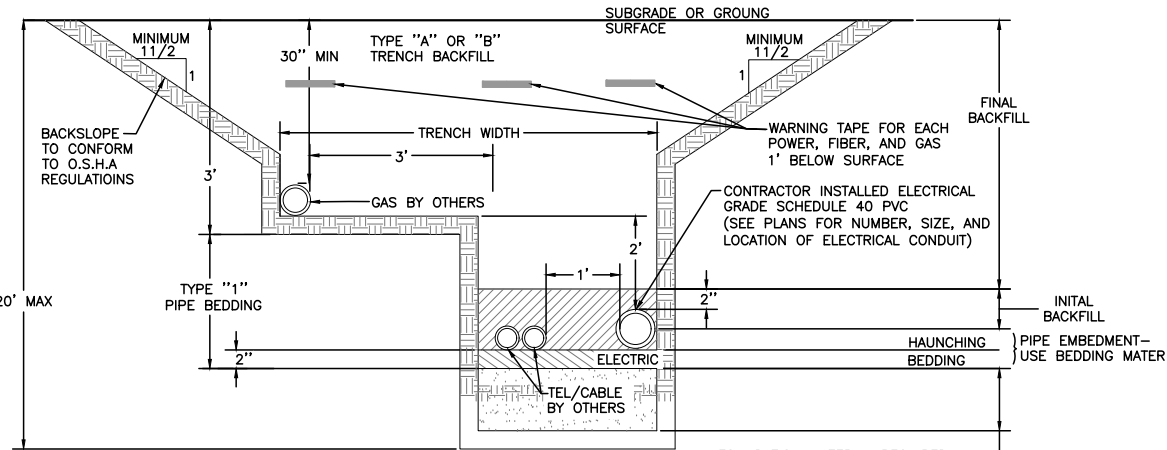
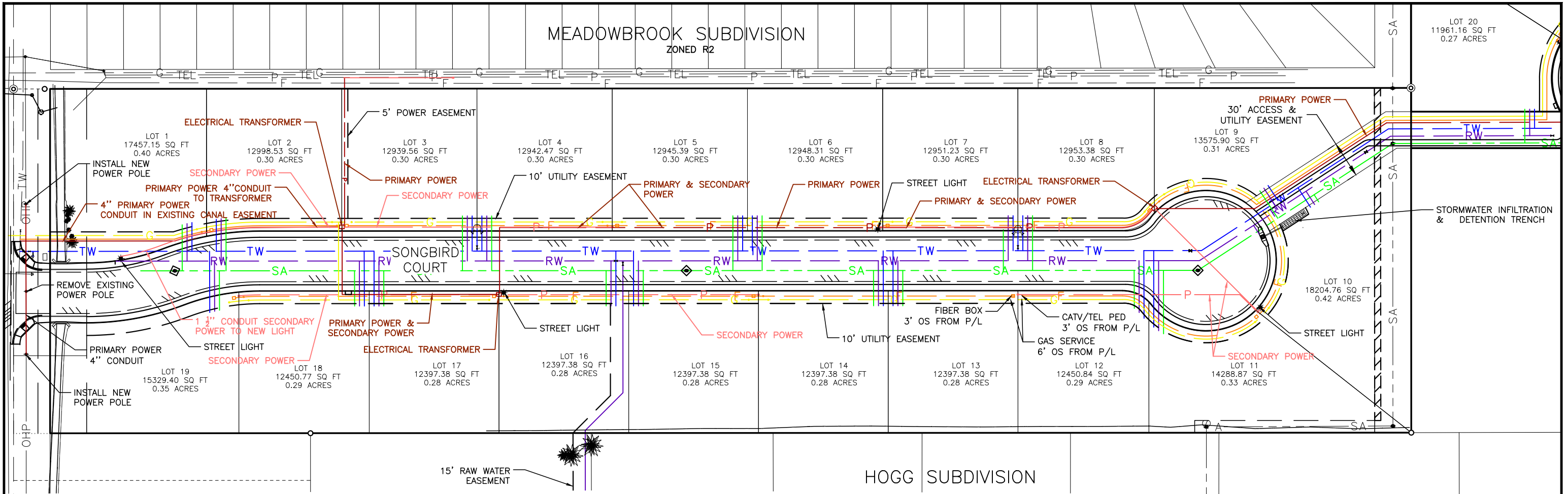
ENGINEERING ASSOCIATES – CODY, WYOMING
CONSULTING ENGINEERS & SURVEYORS

OWNER:
MEADOWLARK MEADOWS LLC.

PROJECT: MEADOWLARK MEADOWS SUBDIVISION
TITLE: LEGEND

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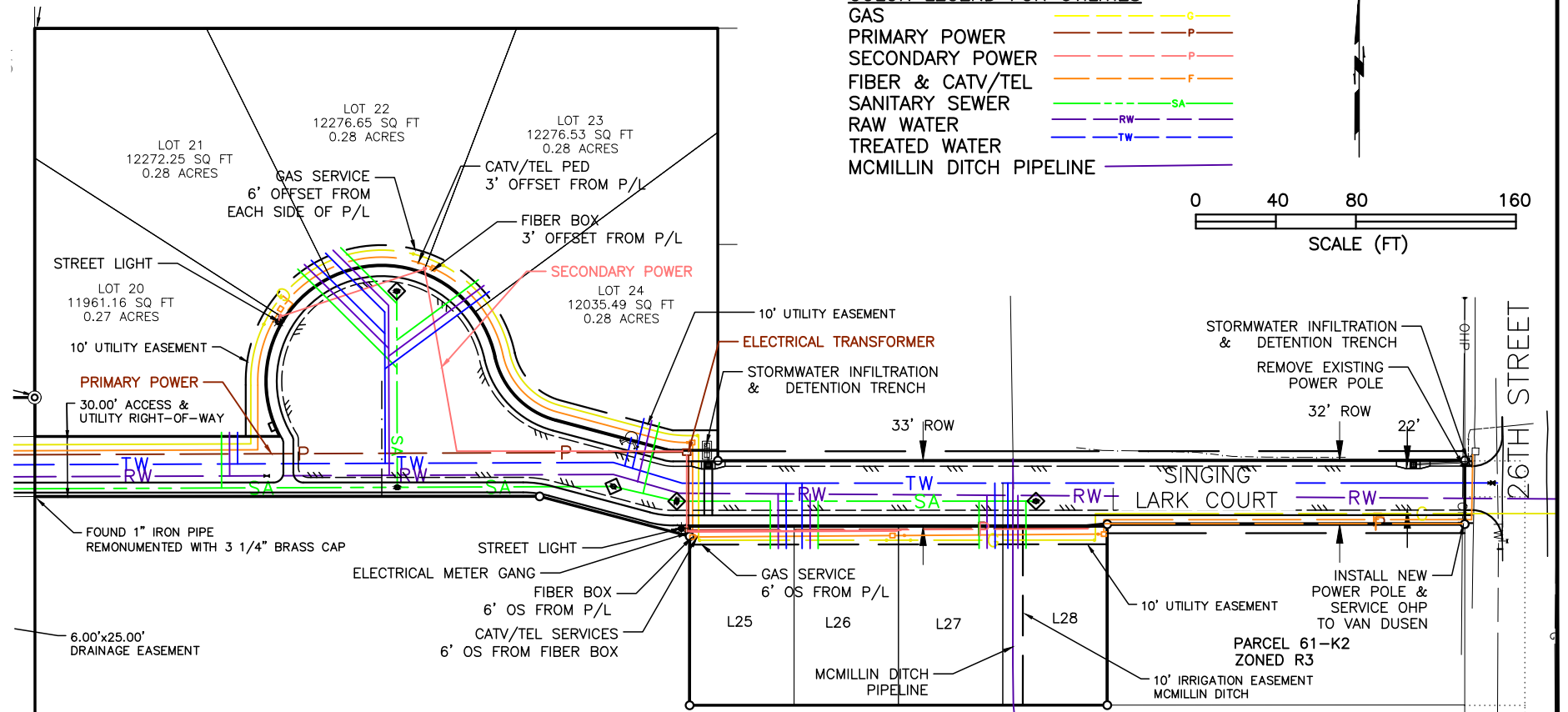
TYPICAL COMMON TRENCH
NOT TO SCALE

NOTES:

1. IF SUPPORT OR SHIELD SYSTEM IS NOT USED, MAXIMUM ALLOWABLE SLOPE FOR ALL TRENCHES LESS THAN 20' DEEP WILL BE 1 1/2H:1V. COMPLY WITH ALL APPLICABLE SAFETY REQUIREMENTS.
2. COMMON TRENCH INCLUDES TELECOMMUNICATIONS AND GAS LINES.
3. TYPE "A" TRENCH BACKFILL IS REQUIRED UNDER PROPOSED STREETS.

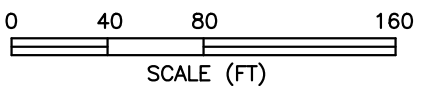
GAS NOTES:

1. TRENCH DEPTH FOR ALL GAS MAINLINES WILL BE BETWEEN 30" AND 36".
2. CLEARANCES ARE 3' HORIZONTALLY FROM ALL UNDERGROUND UTILITIES. A CROSSING OF OTHER UTILITIES OR BURIED STRUCTURES REQUIRES 1' SEPARATION, WHILE MAINTAINING MINIMUM DEPTH. ALL DITCH CROSSINGS WILL BE A MINIMUM OF 3' BELOW BOTTOM OF DITCH. NO GAS MAIN WILL BE PLACED UNDER A HOUSE, SHED, OR OTHER ENCLOSED STRUCTURE.
3. GAS LINE SHADING (FILL DIRECTLY TOUCHING GAS LINE) WILL BE DONE WITH NATIVE FILL, 1/2 MINUS BEDDING OR SAND THAT HAS NO ROCKS OR STONES LARGER THAN 3/4" (BY HAND) TO COVER PIPE FOR A DEPTH OF 6" AND 12". AT WHICH POINT THE WARNING TAPE MAY BE INSTALLED OVER THE GAS LINE.



COLOR LEGEND FOR UTILITIES

- GAS
- PRIMARY POWER
- SECONDARY POWER
- FIBER & CATV/TEL
- SANITARY SEWER
- RAW WATER
- TREATED WATER
- MCMILLIN DITCH PIPELINE



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01/13/23	ORIGINAL DRAWING	IKSM	IKSM	IKSM

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FIELD BOOK NO. 593

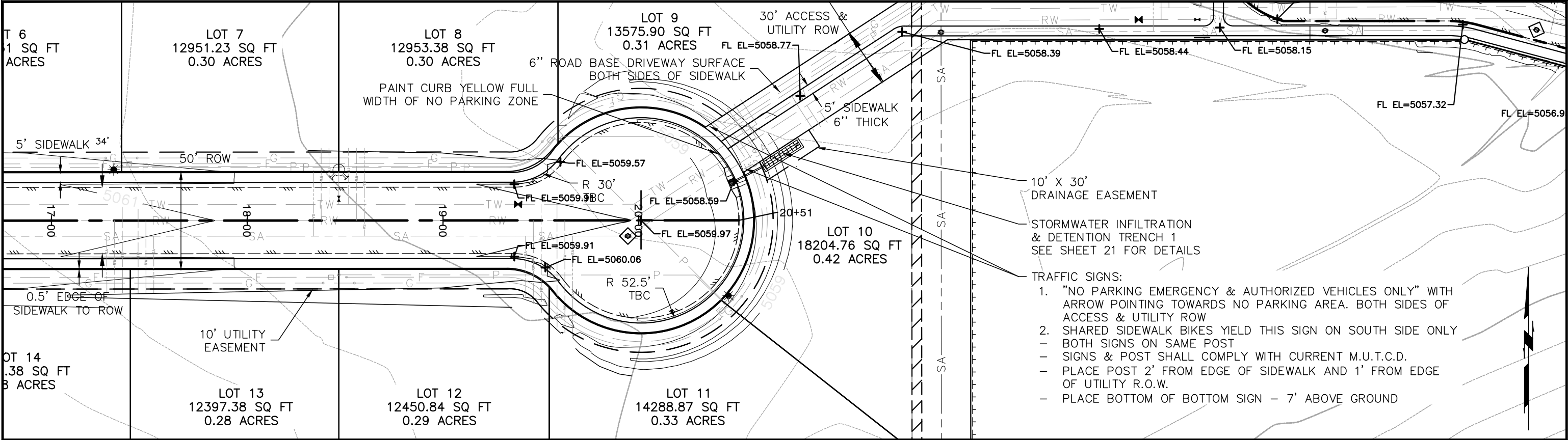


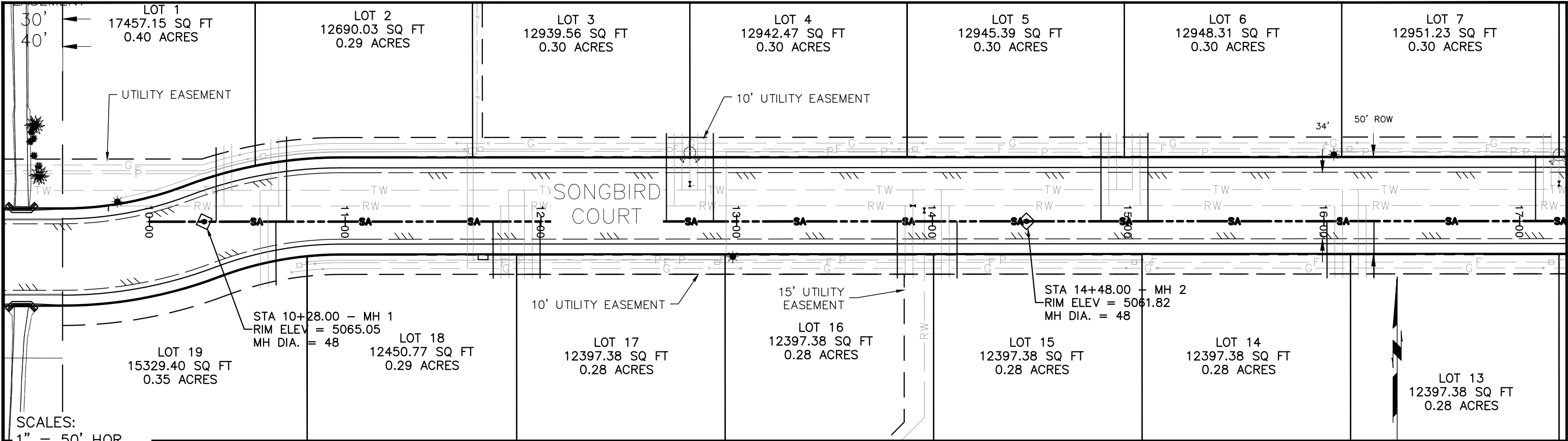
ENGINEERING ASSOCIATES - CODY, WYOMING
CONSULTING ENGINEERS & SURVEYORS

OWNER:
MEADOWLARK MEADOWS LLC.

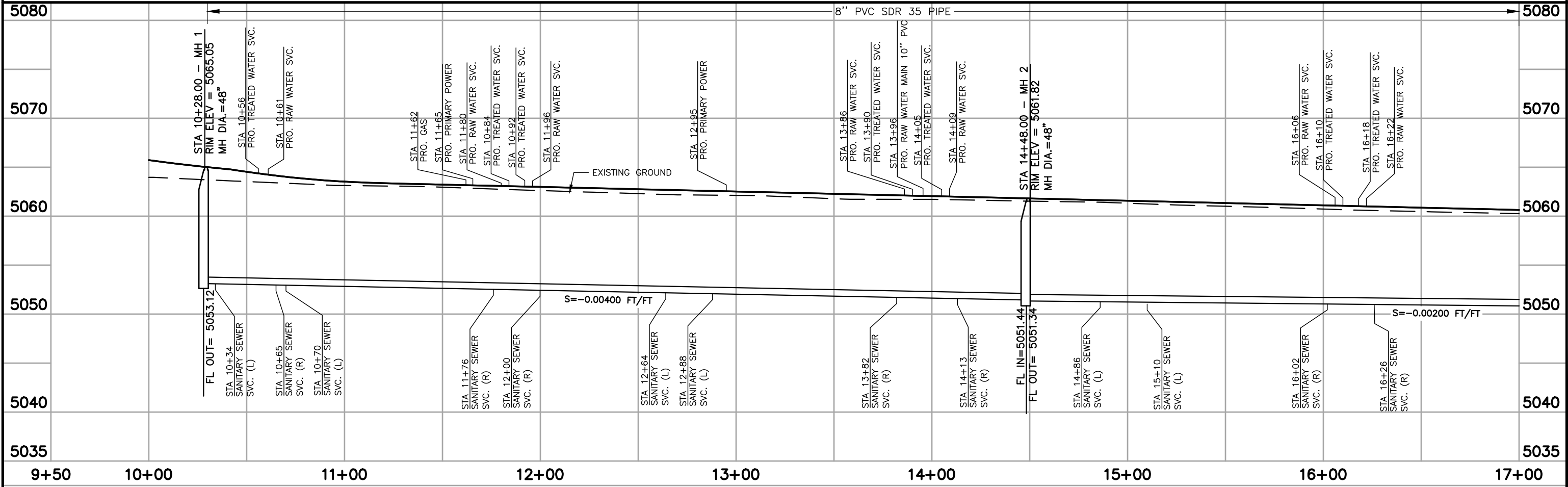
PROJECT: MEADOWLARK MEADOWS SUBDIVISION
TITLE: UTILITY PLAN

SHEET
3 OF 21





SCALES:
1" = 50' HOR
1" = 10' VERT



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10/31/23	SUBMITTAL EDITS	HNM	BJR	BJR
5/5/22	ORIGINAL DRAWING	IKSM	IKSM	IKSM

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CONSULTING ENGINEERS & SURVEYORS

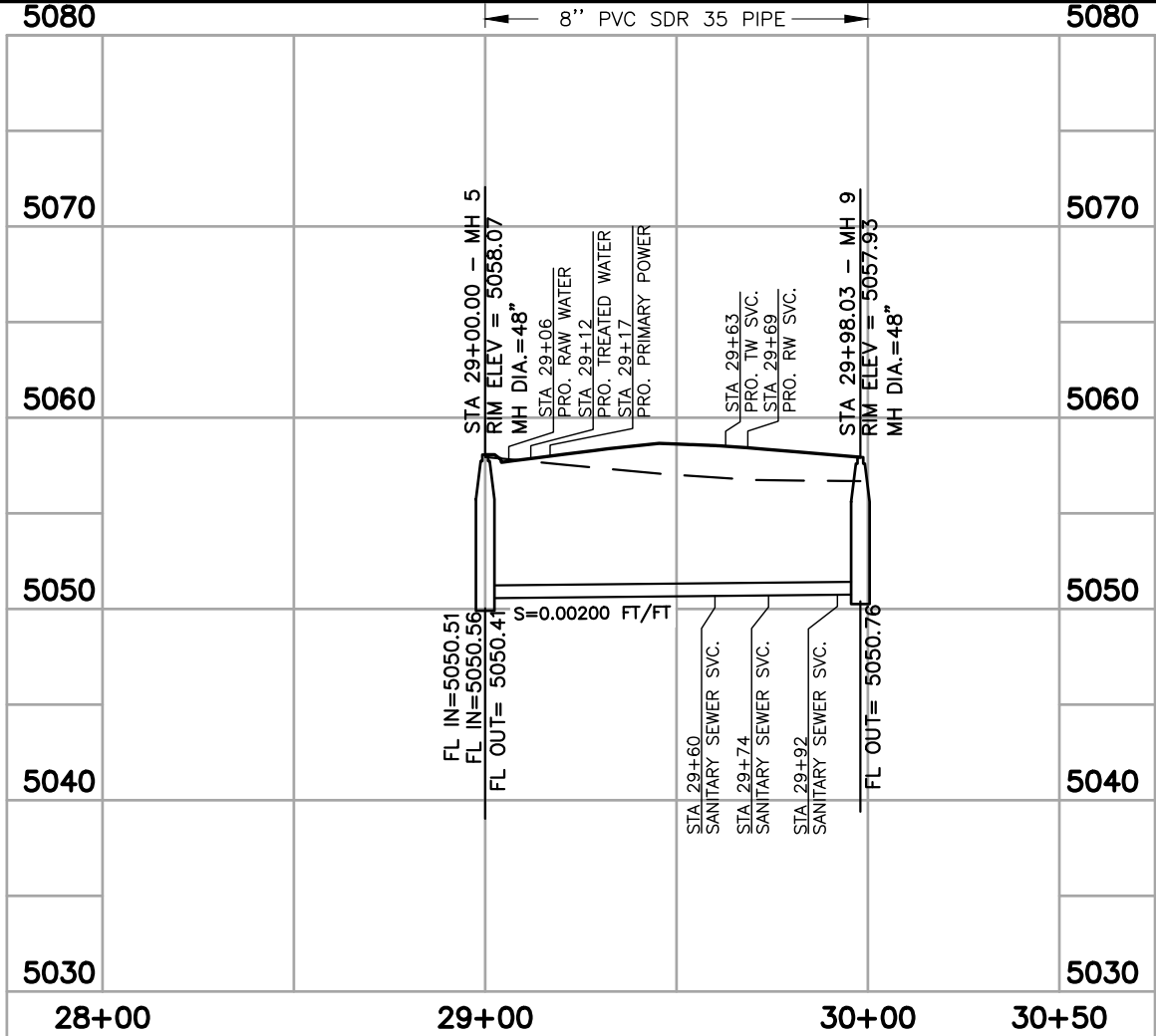
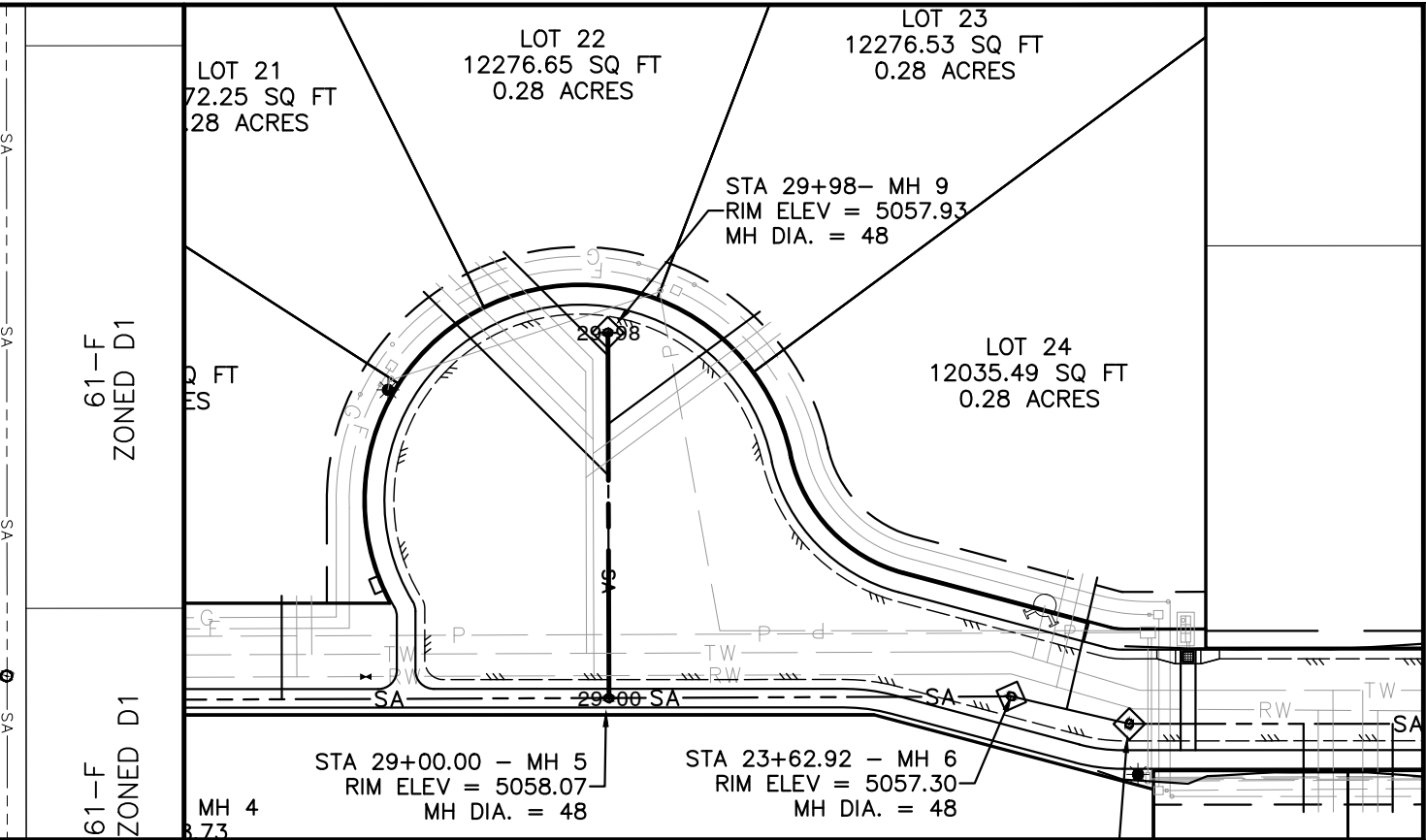
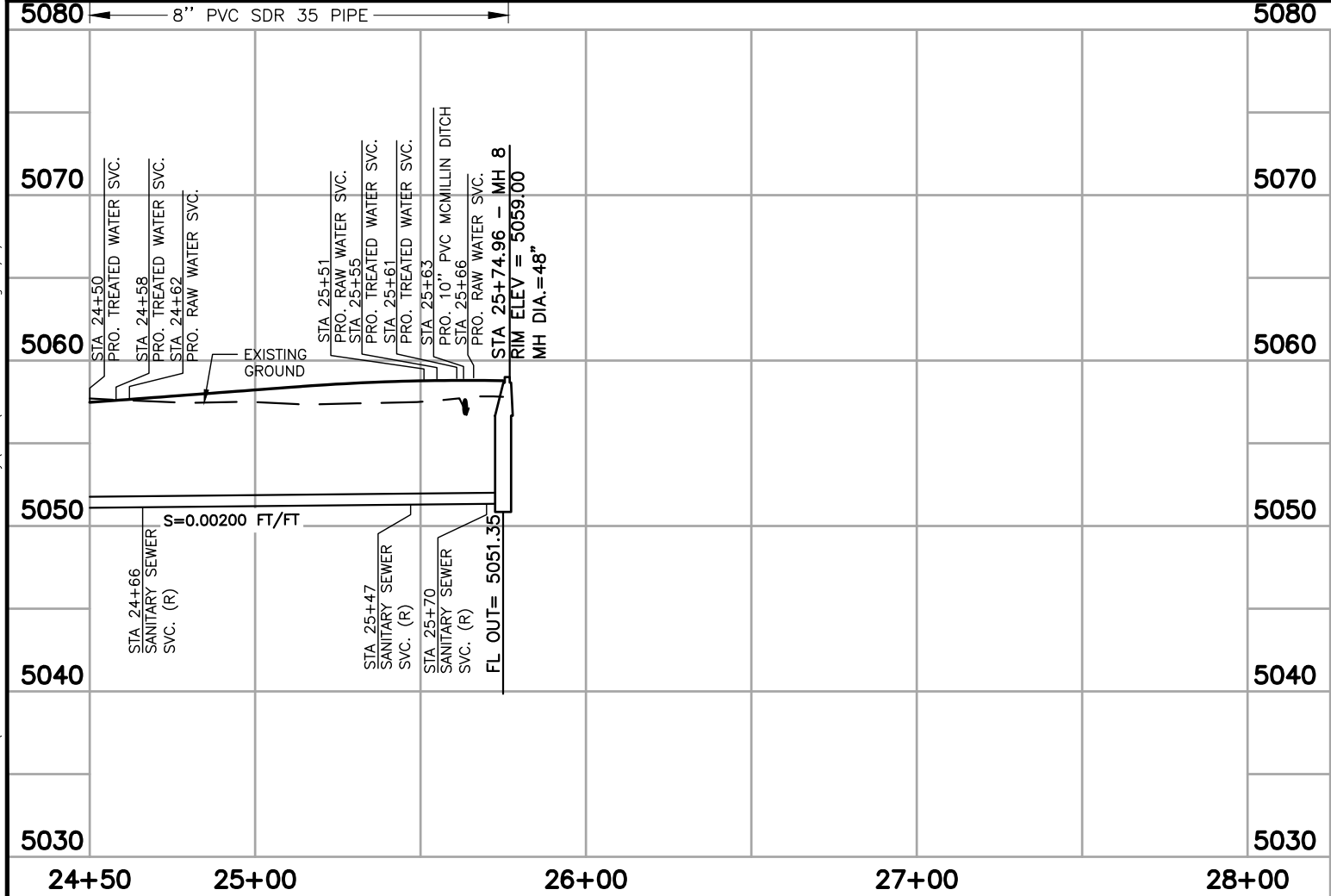
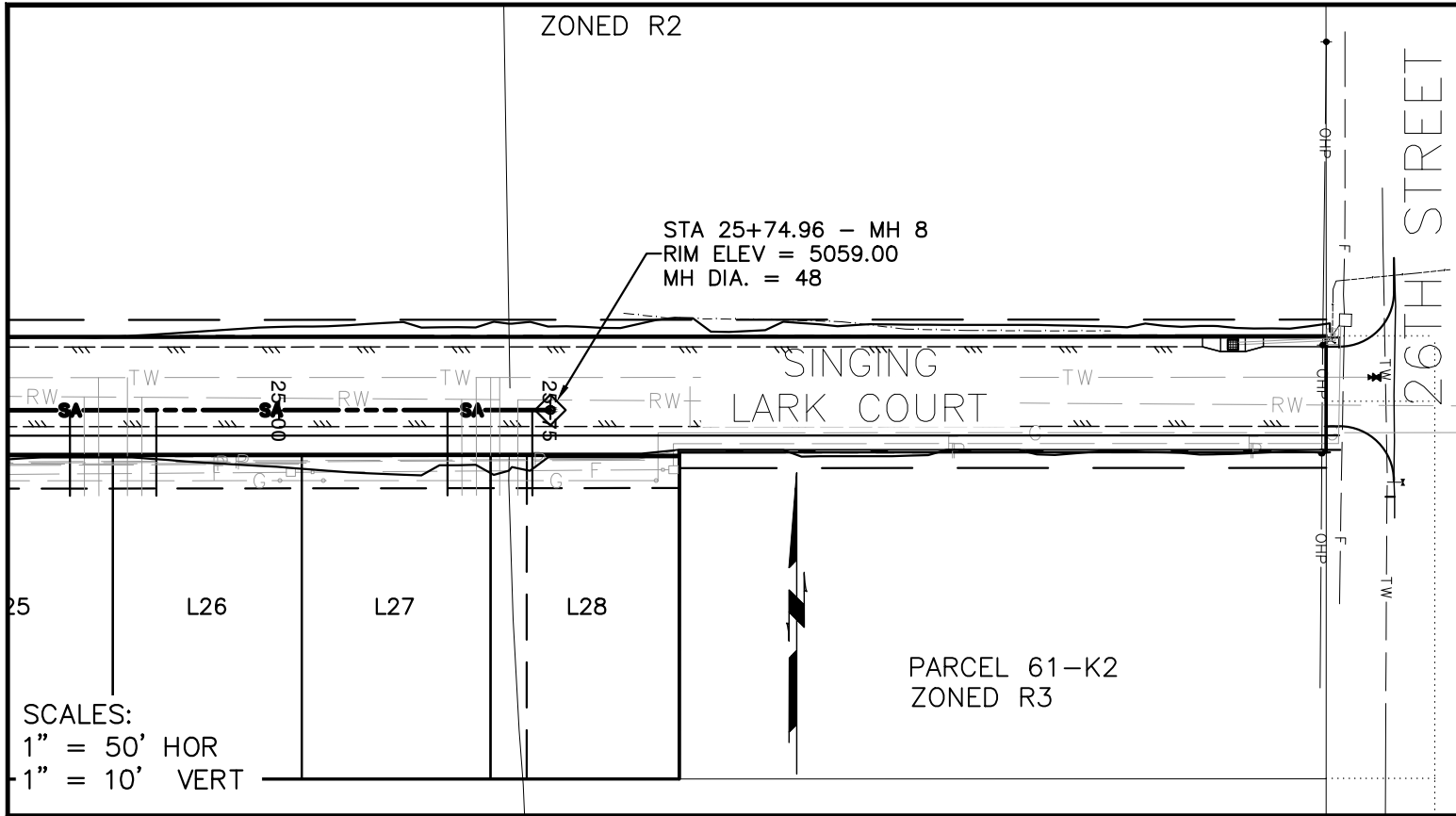
OWNER:
MEADOWLARK MEADOWS LLC.

PROJECT:	MEADOWLARK MEADOWS SUBDIVISION
TITLE:	SANITARY SEWER SHEETS

SHEET	10	OF	21
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FIELD BOOK NO. 593

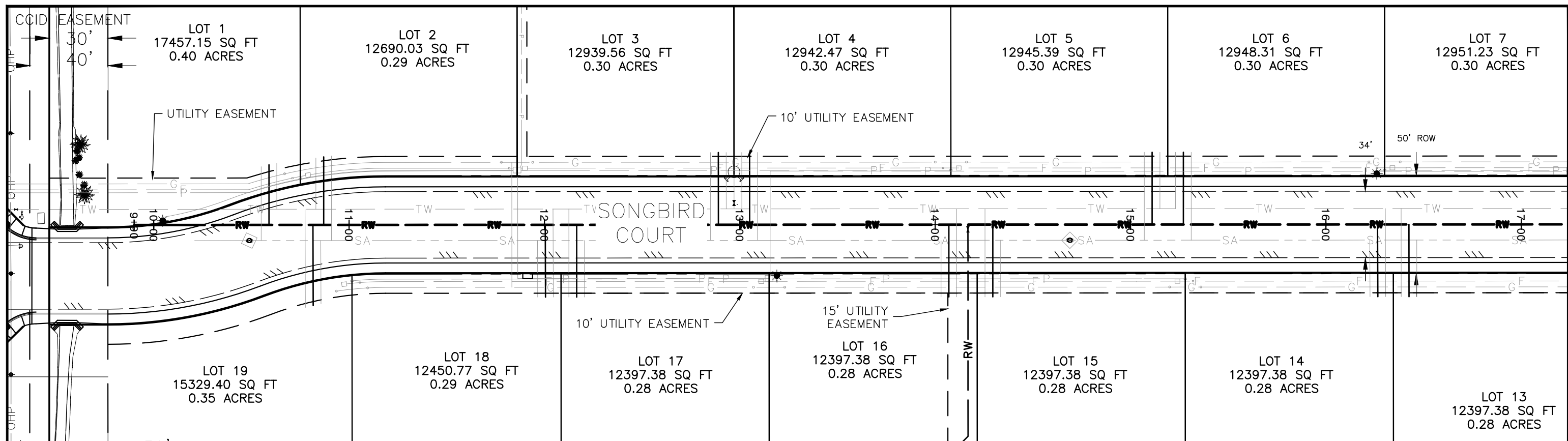


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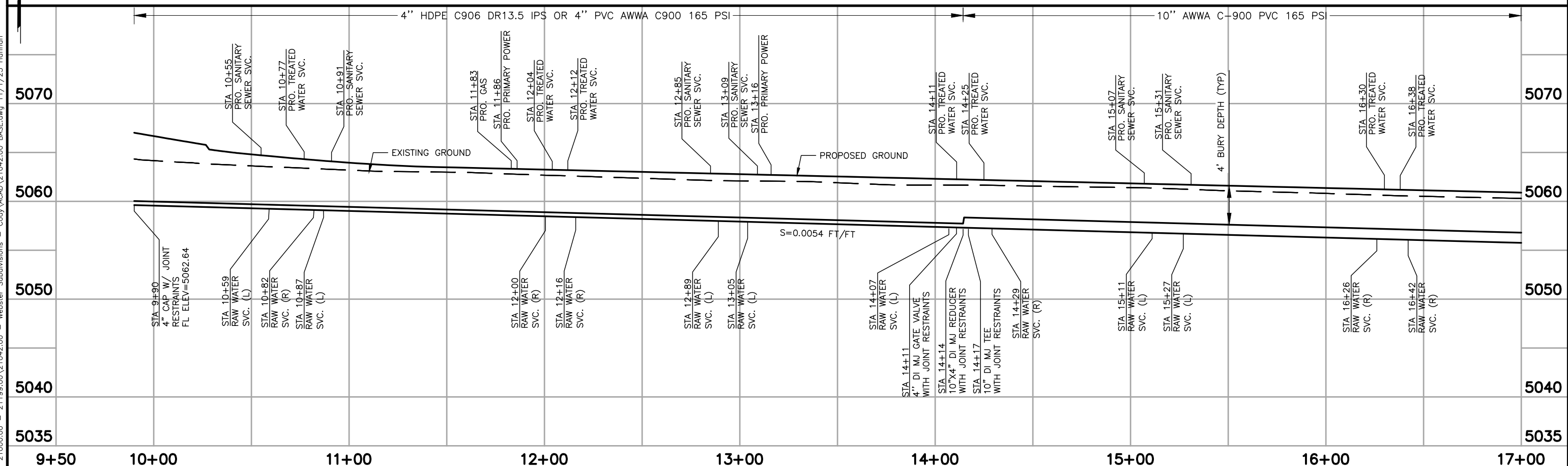
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PROJECT: MEADOWLARK MEADOWS SUBDIVISION
TITLE: SANITARY SEWER SHEETS

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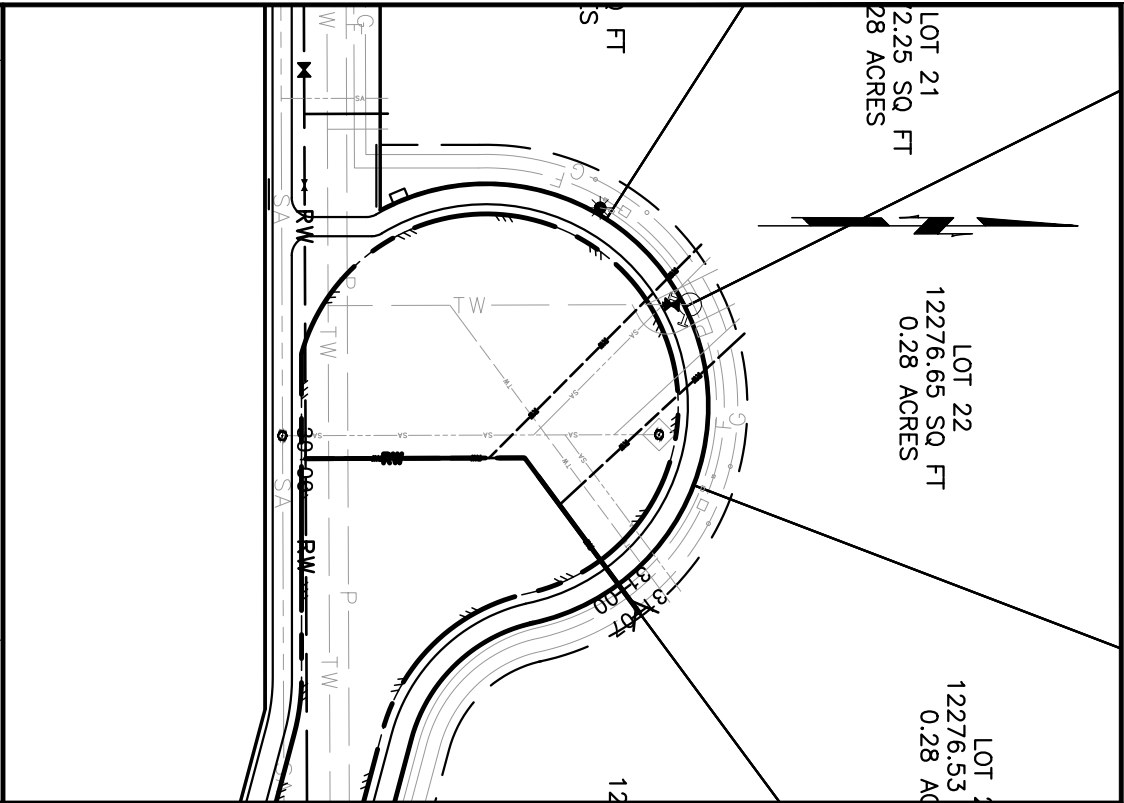
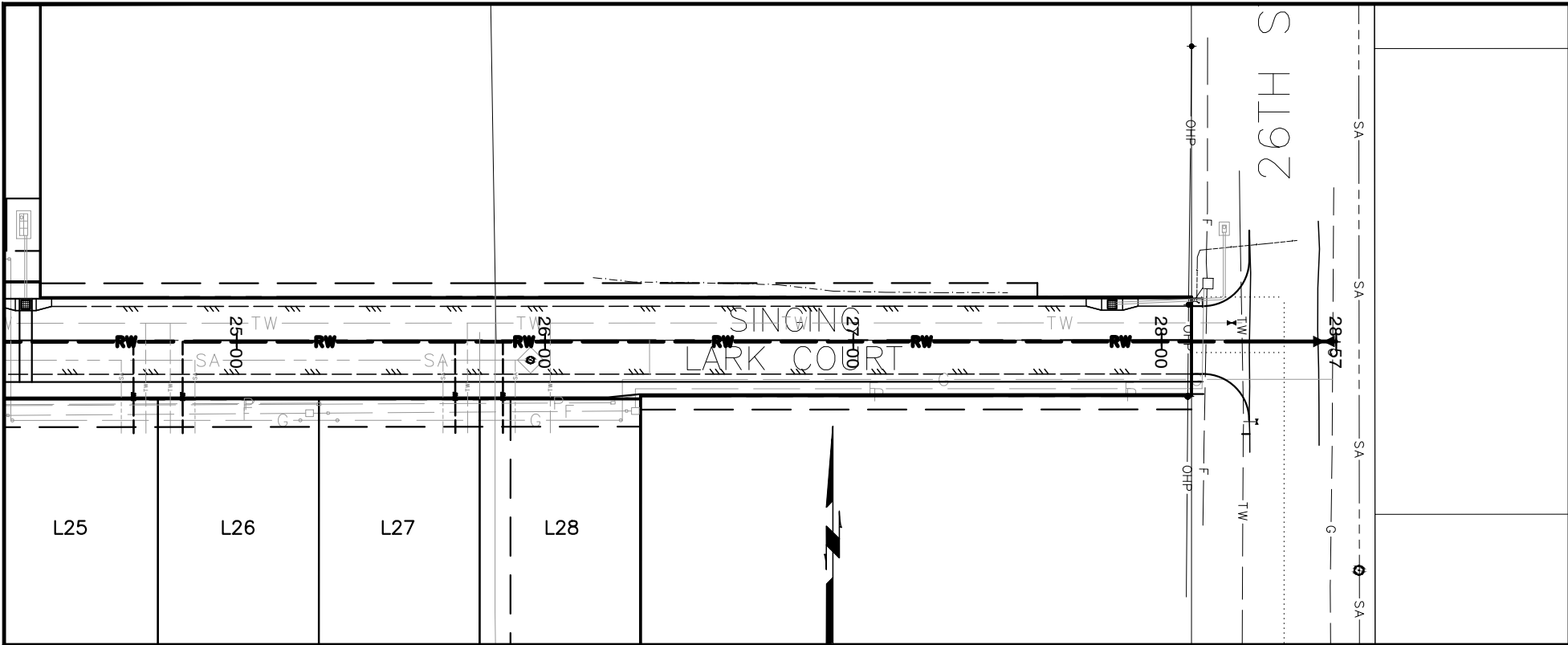


SCALES:
1" = 50' HOR
1" = 10' VERT

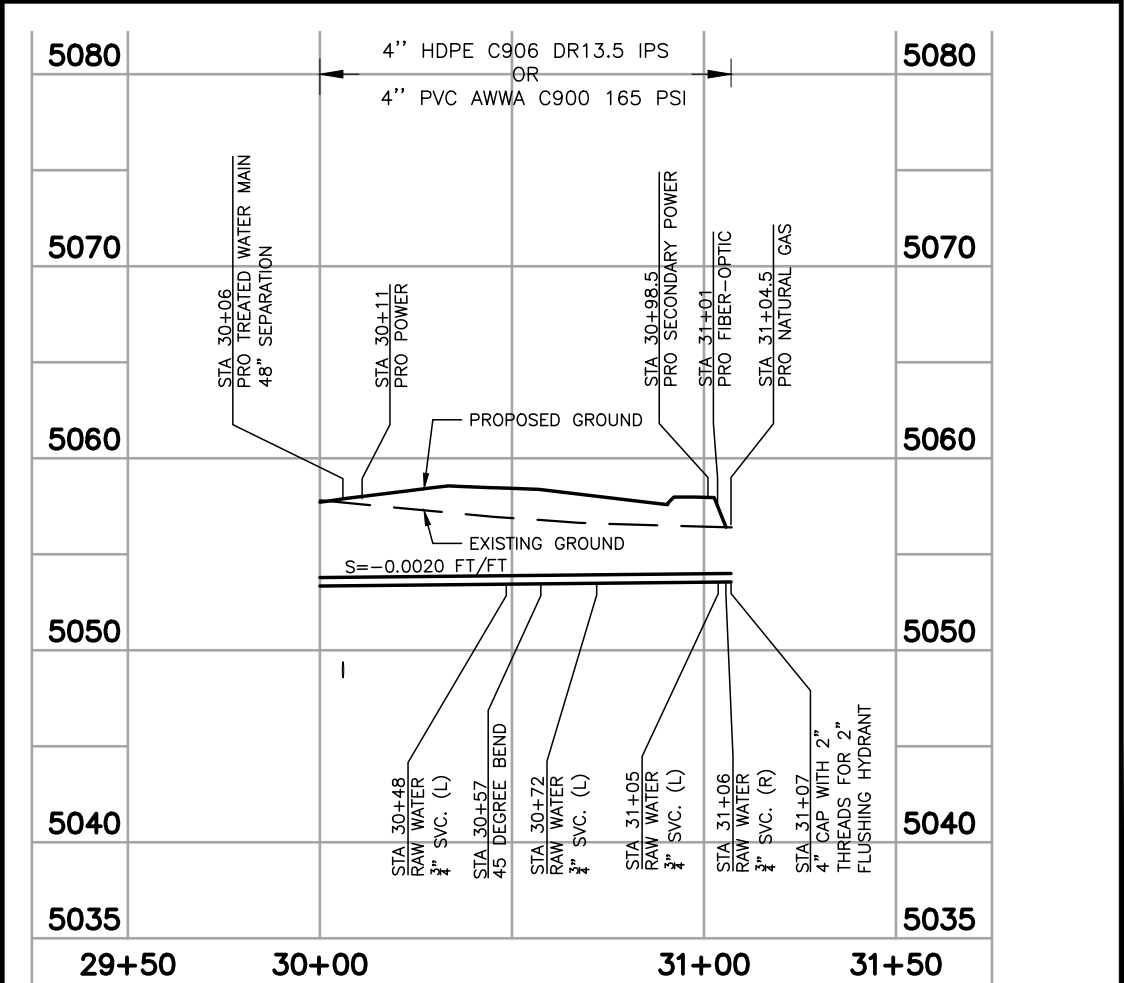
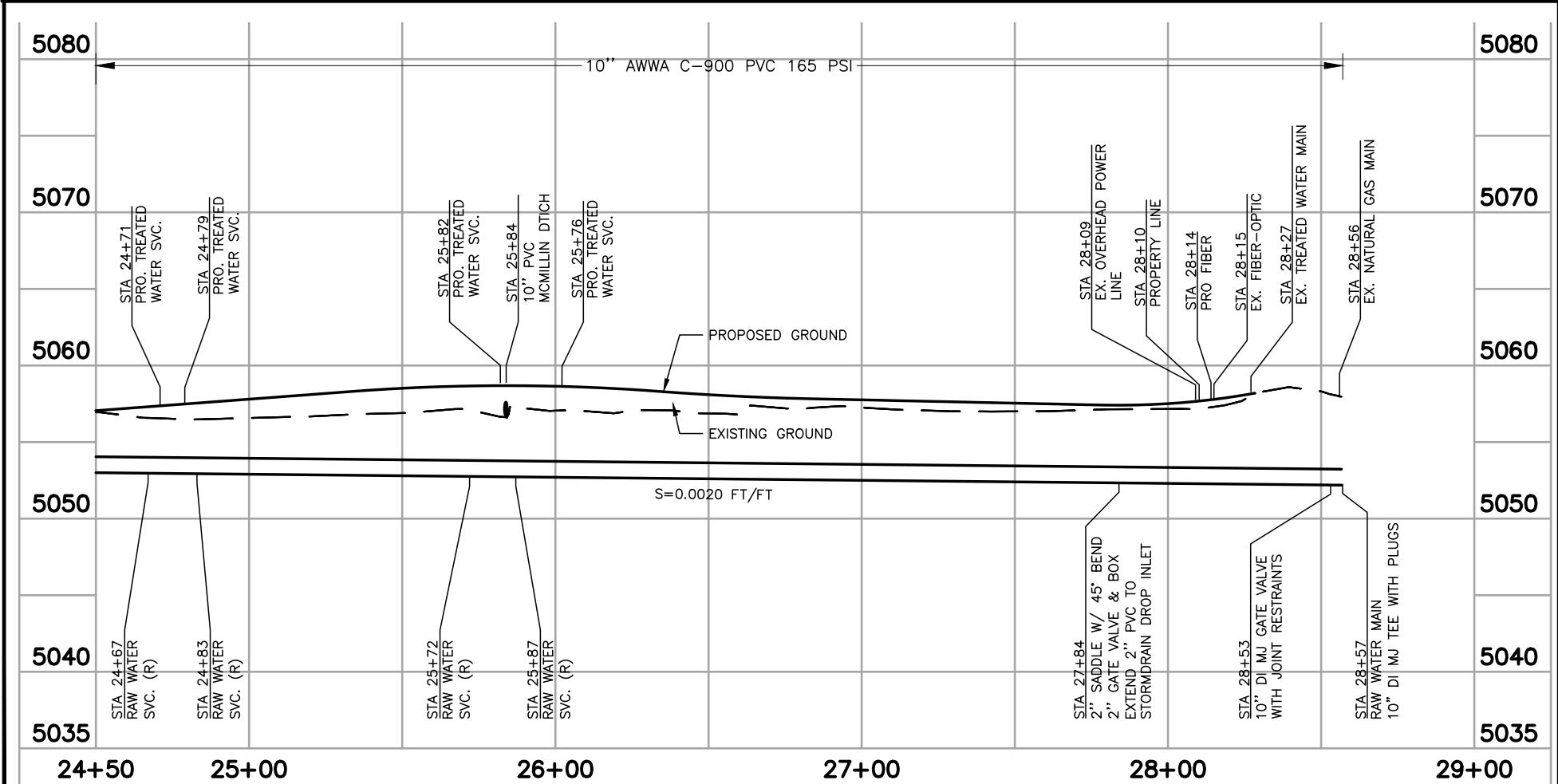


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					JOB NO. 21042.00			TITLE: RAW WATER SHEETS	
10/31/23	SUBMITTAL EDITS	HNM	BJR	BJR	FIELD BOOK NO. 593				
5/5/22	ORIGINAL DRAWING	IKSM	IKSM	IKSM					

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SCALES:
1" = 50' HOR
1" = 10' VERT



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01/04/24	SUBMITTAL EDITS	NSH	BJR	BJR	FIELD BOOK NO. 593
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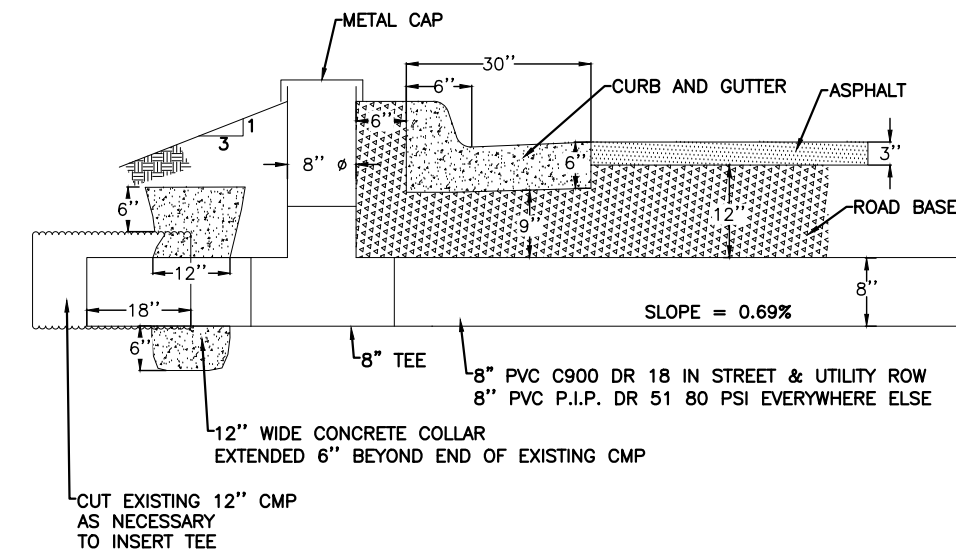
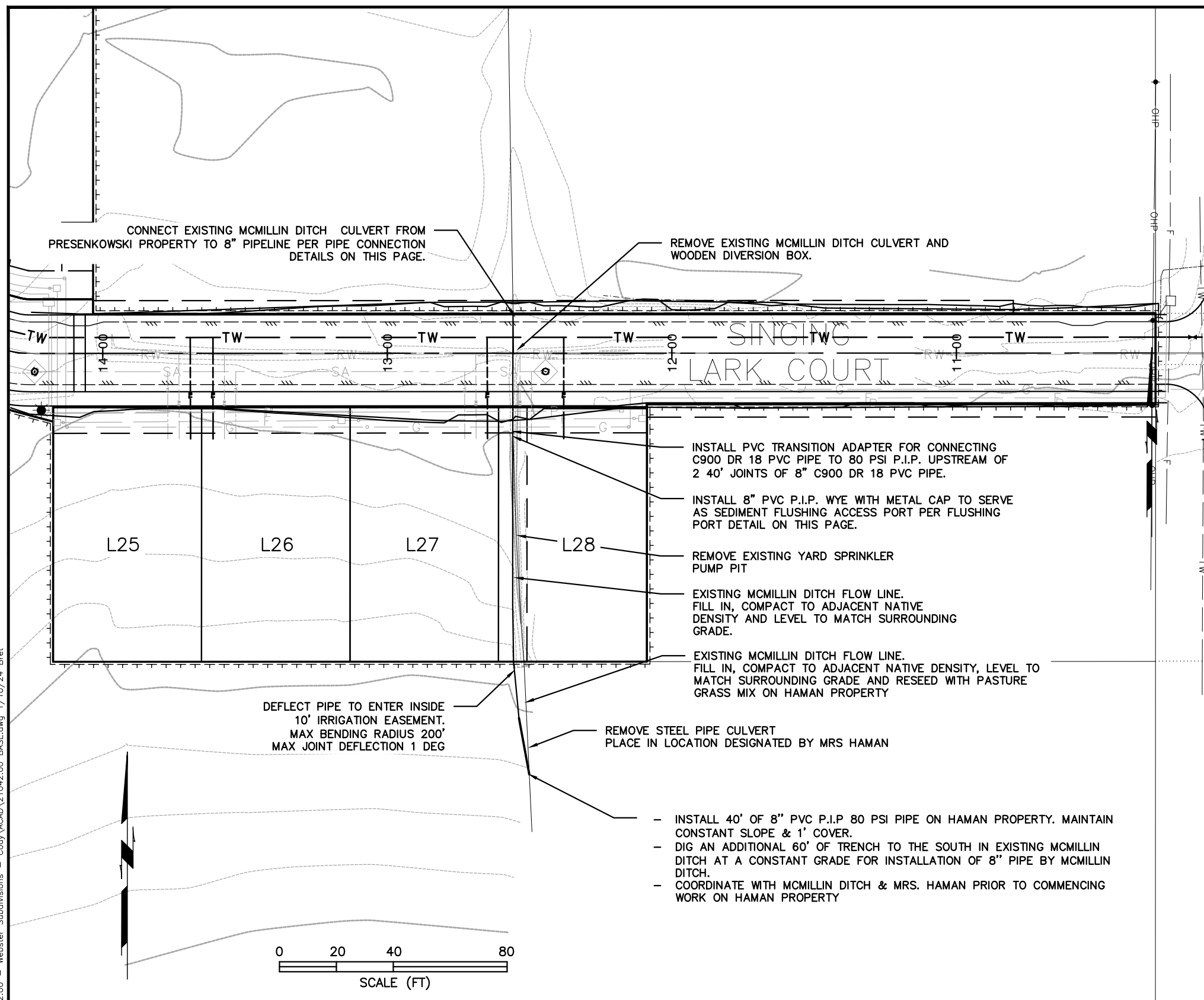
**ENGINEERING ASSOCIATES – CODY, WYOMING**
CONSULTING ENGINEERS & SURVEYORS

OWNER:
MEADOWLARK MEADOWS LLC.

PROJECT: **MEADOWLARK MEADOWS SUBDIVISION**
TITLE: **RAW WATER SHEETS**

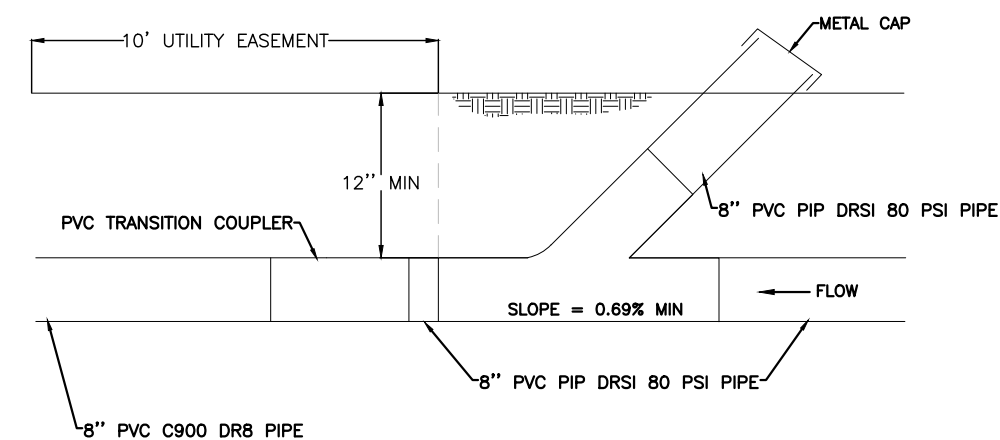
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McMILLIN DITCH PIPE CONNECTION

NOT TO SCALE



McMILLIN DITCH FLUSHING PORT

NOT TO SCALE

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01/10/24	SUBMITTAL EDITS	HNM	BJR	BJR	JOB NO. 21042.00
11/20/23	SUBMITTAL EDITS	HNM	BJR	BJR	FIELD BOOK NO. 593
10/31/23	SUBMITTAL EDITS	HNM	BJR	BJR	
5/5/23	ORIGINAL DRAWING	IKSM	BJR	BJR	



ENGINEERING ASSOCIATES — CODY, WYOMING
CONSULTING ENGINEERS & SURVEYORS

OWNER:

MEADOWLARK MEADOWS LLC.

PROJECT:

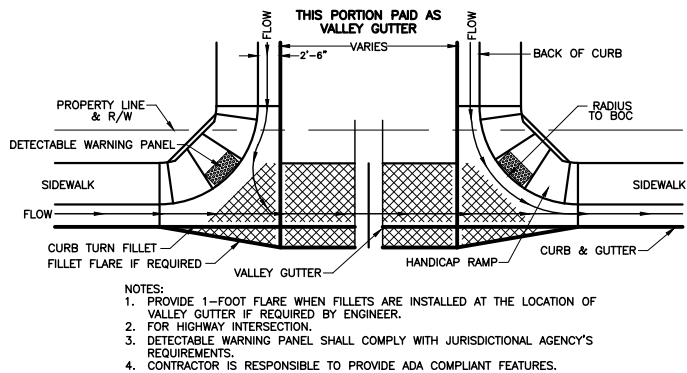
MEADOWLARK MEADOWS SUBDIVISION

TITLE:

MCMILLIN DITCH PIPELINE PLANS

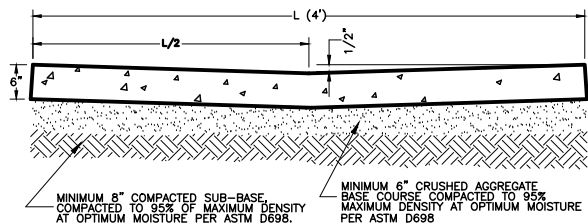
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TURN FILLET, SIDEWALK & VALLEY GUTTER

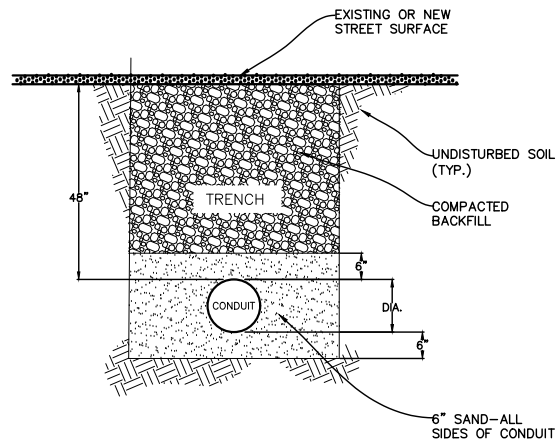
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- NOTES:
1. SUBGRADE COMPACTION SHALL CONFORM TO 2001 WYOMING PUBLIC WORKS STANDARD SPECIFICATIONS SECTION 02231.
 2. 1/2" EXPANSION JOINT MATERIAL SHALL BE PLACED AT P.C., P.T., AND CURB TURNS AND 50' INTERVALS.
 3. CONTRACTION JOINTS SHALL BE CONSTRUCTED BY SAWING OR SCORING. WHEN SCORING, A TOOL SHALL BE USED WHICH WILL LEAVE CORNERS ROUNDED AND DESTROY AGGREGATE INTERLOCK FOR SPECIFIED MINIMUM DEPTH. CONTRACTION JOINTS SHALL BE CONSTRUCTED WITH A MAXIMUM SPACING OF 5 FT.
 4. CLASS A/F (TABLE 03304-2.08 W.P.W.) CONCRETE SHALL BE USED.

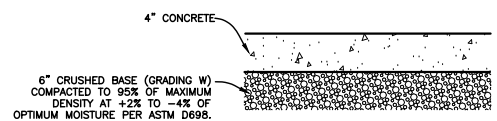
TYPICAL VALLEY GUTTER AND DOUBLE GUTTER SECTION

NOT TO SCALE



CONDUIT DETAIL

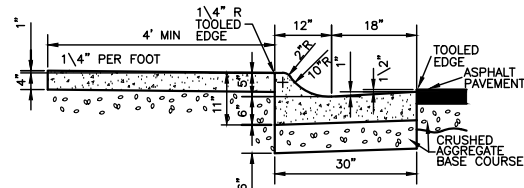
NOT TO SCALE



NEW SIDEWALK (OTHER THAN IN ALLEY APRON)

NOT TO SCALE

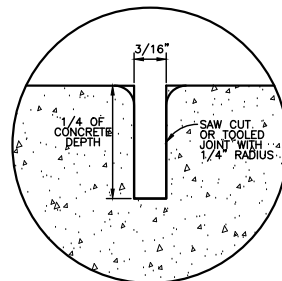
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- NOTES:
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 2. 1/2" EXPANSION JOINT MATERIAL SHALL BE PLACED AT P.C., P.T., AND CURB TURNS.
 3. CONTRACTION JOINTS SHALL COMPLY WITH 2001 WYOMING PUBLIC WORKS STANDARD SPECIFICATIONS SECTION 02520 AND SHALL BE CONSTRUCTED BY SAWING OR SCORING. WHEN SCORING, A TOOL SHALL BE USED WHICH WILL LEAVE CORNERS ROUNDED AND DESTROY AGGREGATE INTERLOCK FOR SPECIFIED MINIMUM DEPTH.
 4. NO CURB AND GUTTER SHALL BE PLACED WITHOUT A FINAL FORM INSPECTION BY THE ENGINEER.
 5. CLASS A (TABLE 03304-2.08 W.P.W.) CONCRETE SHALL BE USED.

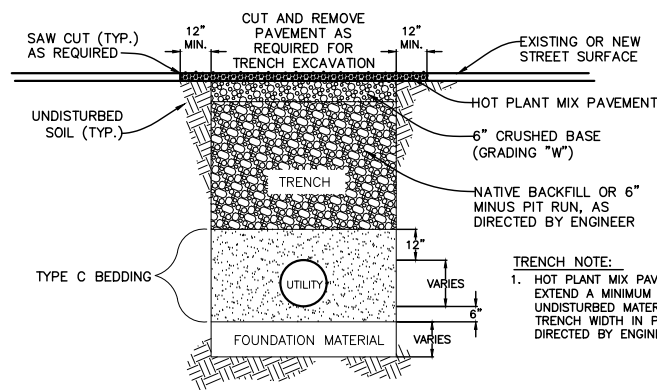
TYPICAL CURB, GUTTER, & SIDEWALK SECTION

NOT TO SCALE



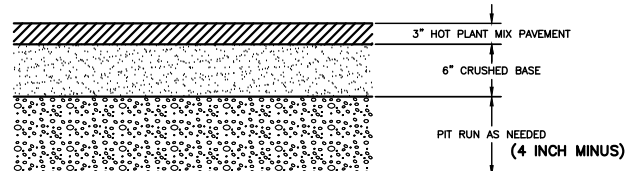
CONTROL JOINT DETAIL

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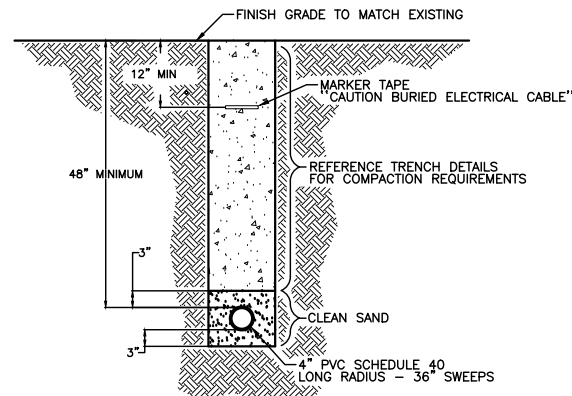
TYPICAL PUBLIC STREETS, CROSSINGS AND PAVED ALLEYS

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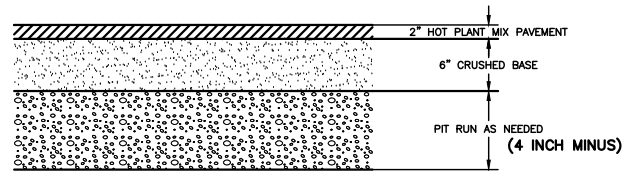
PAVEMENT SECTION PERMANENT RESURFACING FOR UTILITY CUTS

NOT TO SCALE



TYPICAL ELECTRICAL TRENCH SECTION

NOT TO SCALE



PAVEMENT SECTION TEMPORARY RESURFACING FOR UTILITY CUTS

NOT TO SCALE

CODY MATERIAL SPECIFICATIONS

1. ALL SUBBASES AND BASE COURSES SHALL BE COMPACTED TO 95% OF MAXIMUM DENSITY AT OPTIMUM MOISTURE AS DETERMINED IN ACCORDANCE WITH AASHTO 180.
2. CRUSHED BASE COURSE
 - A. THE MATERIAL PRODUCED SHALL BE UNIFORMLY GRADED COARSE TO FINE AND SHALL NOT VARY FROM THE HIGH LIMIT ON ONE SIEVE TO THE LOW LIMIT ON AN ADJACENT SIEVE OR VICE VERSA.
 - B. THE PERCENTAGE PASSING THE NO. 200 SIEVE SHALL NOT EXCEED ONE HALF OF THE PERCENTAGE PASSING THE NO. 40 SIEVE.
 - C. THE MATERIAL PASSING THE NO. 40 SIEVE SHALL HAVE A LIQUID LIMIT NOT GREATER THAN 25 AND A PLASTICITY INDEX NOT GREATER THAN 6, EXCEPT WHEN THE PLASTICITY INDEX IS 0 (ZERO), THE LIQUID LIMIT SHALL NOT EXCEED 30.
3. ALL CRUSHED BASE COURSE MATERIAL SHALL MEET THE FOLLOWING GRADATION WHEN TESTED IN ACCORDANCE WITH AASHTO T-27 & T-11:

SIEVE	% PASSING
1"	100
3/4"	90-100
1/2"	60-85
No. 4	45-65
No. 8	33-53
No. 200	3-12

- A. FOR COMPACTED THICKNESSES 3" OR LESS, USE WYDOT 1/2-INCH MAXIMUM AGGREGATE.
 - B. FOR COMPACTED THICKNESSES GREATER THAN 3", USE WYDOT 3/4-INCH MAXIMUM AGGREGATE FOR FIRST LIFT. SECOND LIFT SHALL BE A MINIMUM COMPACTED THICKNESS OF 1-1/2 INCHES, 1/2-INCH MAXIMUM AGGREGATE.
 - C. MINERAL FILLER: FINELY GROUND PARTICLES OF LIMESTONE, HYDRATED LIME OR OTHER MINERAL DUST, FREE OF FOREIGN MATTER.
4. PRIMER: A CUT-BACK LIQUID ASPHALT OF THE MEDIUM CURING TYPE, GRADE C-70, AND SHALL COMPLY WITH THE REQUIREMENTS OF ASTM D2027. BITUMINOUS HOT MIX PAVEMENT SHALL BE APPROVED BY THE CITY ENGINEER BEFORE ANY WORK MAY.
 5. TACK COAT: A CATIONIC SLOW SET EMULSIFIED ASPHALT MIXED WITH A N EQUAL AMOUNT OF WATER, GRADE CSS-1H, AND SHALL COMPLY WITH THE REQUIREMENTS OF ASTM D244. OTHER GRADES OF EMULSIFIED ASPHALT WILL BE CONSIDERED TESTING OR EXPERIENCE THAT ANOTHER GRADE IS MORE SUITABLE.
 6. MIX DESIGN: A COMPLETE MIX DESIGN MEETING THE REQUIREMENTS OF AI MS-2 COMPLETED WITHIN THE LAST 24 MONTHS FOR THE SPECIFIC MATERIALS TO BE USED SHALL BE SUBMITTED FOR APPROVAL PRIOR TO BEGINNING WORK. AI MS-2 ESTABLISHES THE FOLLOWING REQUIREMENTS FOR THE ASPHALT CEMENT CONCRETE FOR A MEDIUM TRAFFIC VOLUME: STABILITY (LB, MINIMUM) 1200 FLOW, (0.01 IN.) 8 TO 16 PERCENT AIR VOIDS (%) 3 TO 5 VOIDS IN MINERAL AGGREGATE (% MINIMUM) 15
 7. CONCRETE SPECIFICATIONS
 - A. CEMENT SHALL BE PORTLAND CEMENT, TYPE II CONFORMING TO THE REQUIREMENTS OF ASTM C-150 (IF SPECIAL CONDITIONS WARRANT IT, THE USE OF A DIFFERENT TYPE OF CEMENT MAY BE APPROVED BY THE CITY ENGINEER).
 - B. AGGREGATE GENERAL - GRAVEL, CRUSHED SLAG, CRUSHED STONE, OR OTHER INERT MATERIALS, COMPOSED OF HARD, STRONG, DURABLE PARTICLES FREE OF INJURIOUS COATINGS.
 - C. FINE AGGREGATE
 - 1) THE MAXIMUM PERCENTAGE OF DELETERIOUS SUBSTANCES SHALL NOT EXCEED THE FOLLOWING PERCENTAGES BY WEIGHT:

COAL AND LIGNITE	.3%
CLAY LUMPS	.5%
OTHER DELETERIOUS SUBSTANCES	2.0%
 - 2) THE FINE AGGREGATE SHALL BE FREE FROM INJURIOUS AMOUNTS OF ORGANIC IMPURITIES.
 - 3) THE FINE AGGREGATE SHALL BE GRADED COARSE TO FINE MEETING THE FOLLOWING GRADATION:

SIEVE	% PASSING
3/8"	100
No. 4	95-100
No. 8	80-100
No. 16	50-85
No. 30	25-60
No. 50	5-30
No. 100	0-10
No. 200	0-4

SIEVE	% PASSING
3/8"	100
No. 4	95-100
No. 8	80-100
No. 16	50-85
No. 30	25-60
No. 50	5-30
No. 100	0-10
No. 200	0-4

- A. ADMIXTURES AND AIR-ENTRAINING AGENTS SHALL BE APPROVED BY THE ENGINEER AS RECOMMENDED WITHIN THE REQUIRED MIX DESIGN AS PREPARED BY A QUALIFIED TESTING LABORATORY.
 - F. ALL CONCRETE PLACED SHALL HAVE A SLUMP OF BETWEEN 1" AND 4" WHEN TESTED IN ACCORDANCE WITH AASHTO T-119.
 - G. ALL CONCRETE PLACED SHALL MEET THE FOLLOWING MINIMUM STRENGTH REQUIREMENTS WHEN TESTED IN ACCORDANCE WITH ALL APPLICABLE ASTM STANDARDS:

LABORATORY MIXED SAMPLE	7 DAYS	2860 P.S.I.
	28 DAYS	4000 P.S.I.
8. GENERAL - ALL WORK ASSOCIATED WITH THE DETAILS SHOWN ON THIS PAGE SHALL BE ACCOMPLISHED IN ACCORDANCE WITH THE WYOMING PUBLIC WORKS STANDARD SPECIFICATIONS, UNLESS OTHER SPECIFICATIONS ARE PROVIDED IN THE PROJECT MANUAL.

DATE	DRAWING LOG	BY	CHECKED	APPROVED
10/31/23	SUBMITTAL EDITS	HNM	BJR	BJR
5/5/22	ORIGINAL DRAWING	IKSM	IKSM	IKSM

DRAWN BY: IKSM
JOB NO. 21042.00
FIELD BOOK NO. 593



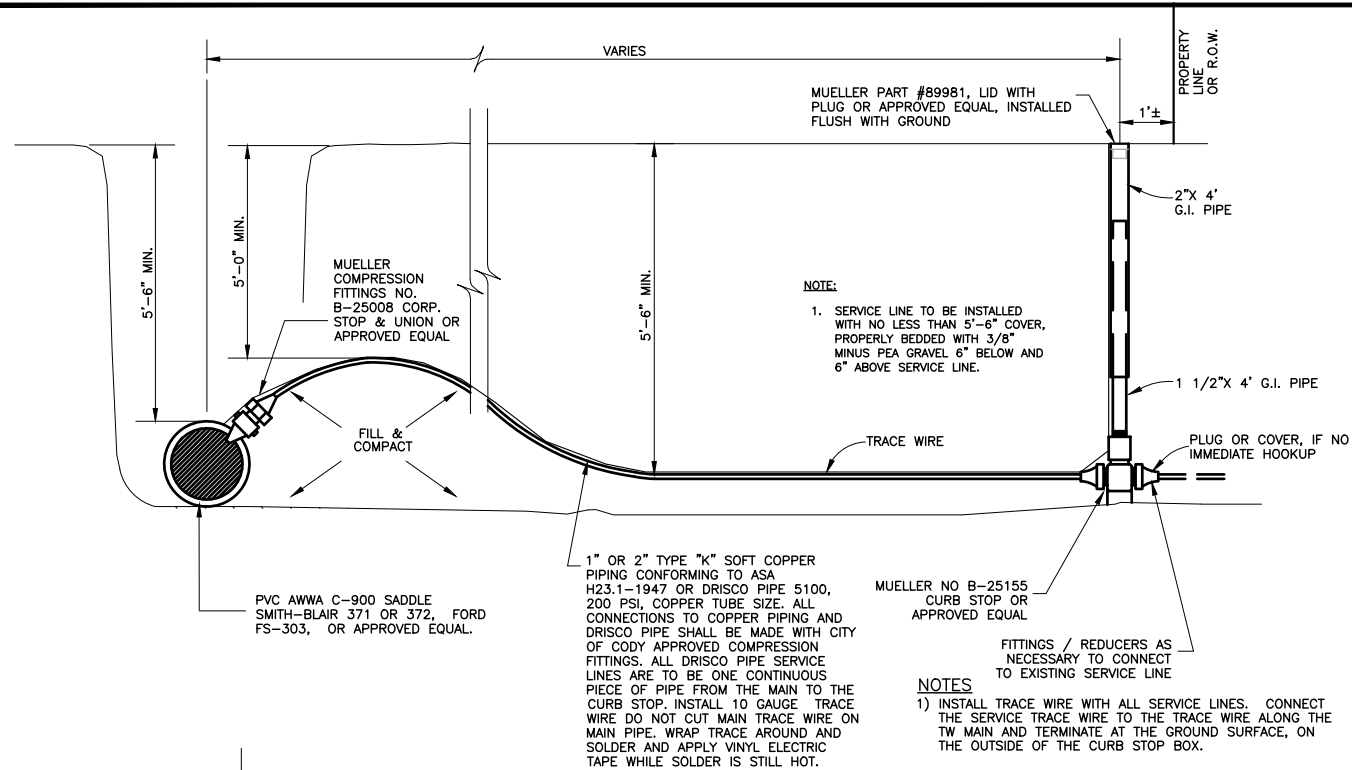
ENGINEERING ASSOCIATES - CODY, WYOMING
CONSULTING ENGINEERS & SURVEYORS

OWNER:
MEADOWLARK MEADOWS LLC.

PROJECT: MEADOWLARK MEADOWS SUBDIVISION
TITLE: ROADWAY DETAILS

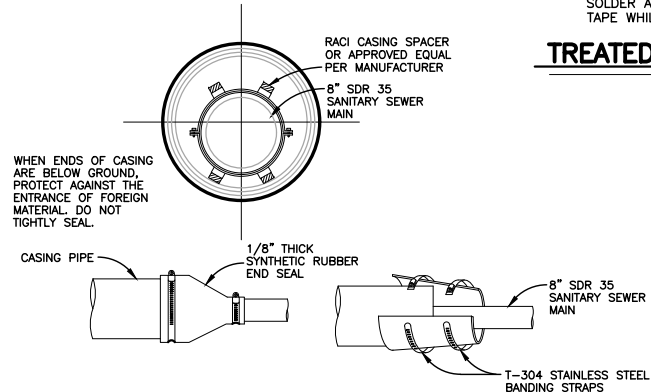
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18 OF 21

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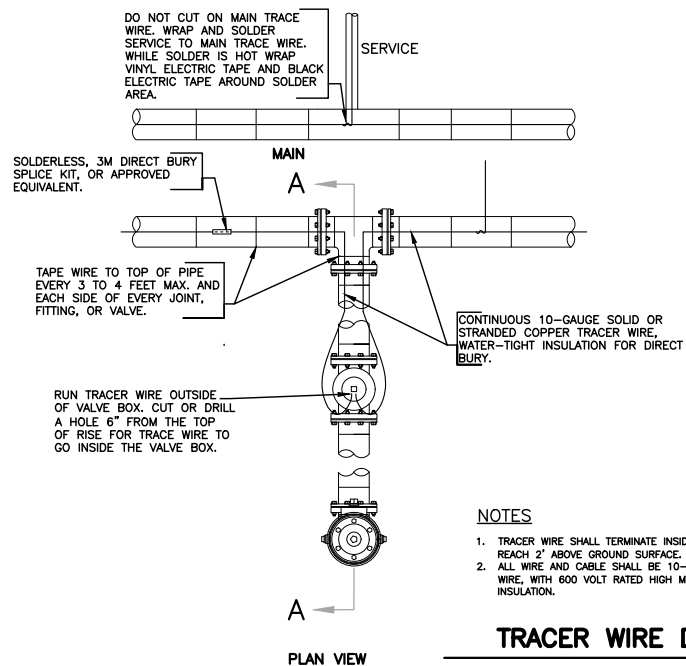
TREATED WATER SERVICE DETAIL

NOT TO SCALE



CASING SPACER & END SEAL

NOT TO SCALE

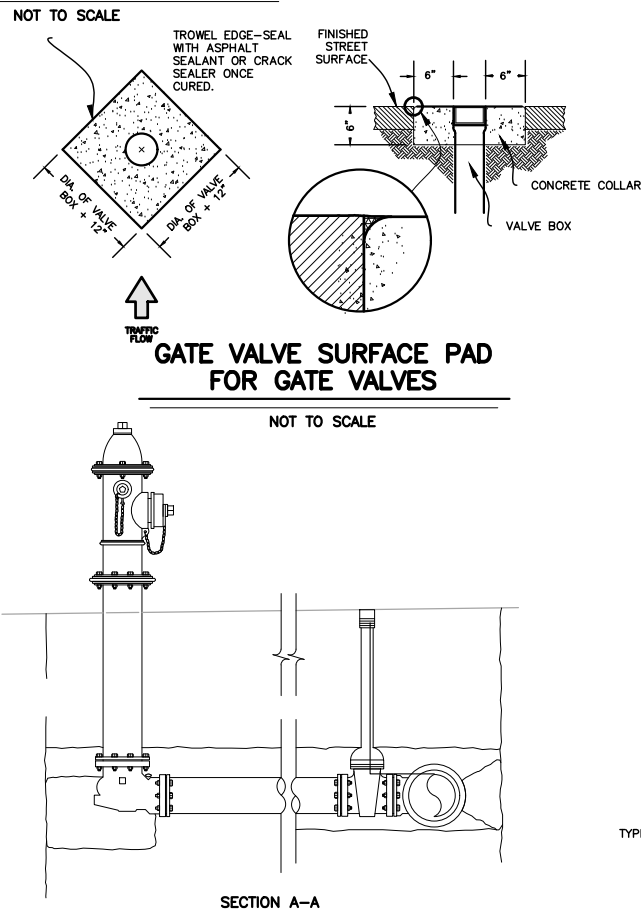


NOTES

1. TRACER WIRE SHALL TERMINATE INSIDE VALVE BOX WITH ENOUGH SLACK TO REACH 2' ABOVE GROUND SURFACE.
2. ALL WIRE AND CABLE SHALL BE 10-GAUGE SOLID OR STRANDED COPPER WIRE, WITH 600 VOLT RATED HIGH MOLECULAR WEIGHT POLYETHYLENE (HMWPE) INSULATION.

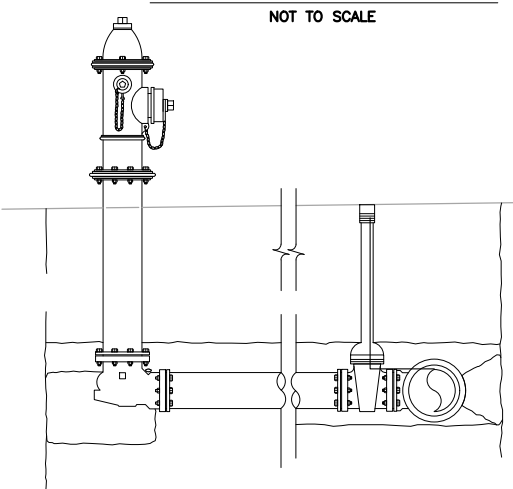
TRACER WIRE DETAIL

NOT TO SCALE

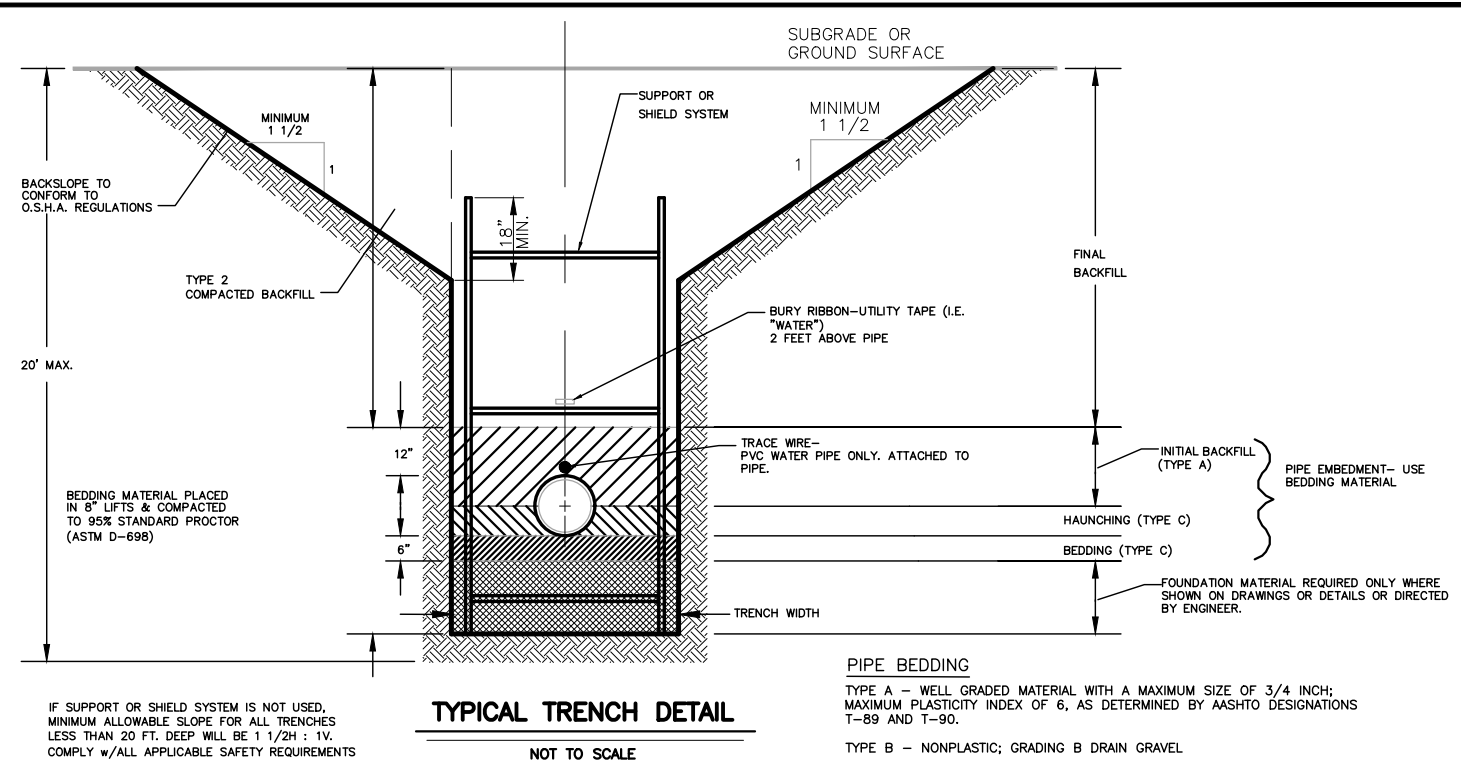


GATE VALVE SURFACE PAD FOR GATE VALVES

NOT TO SCALE



SECTION A-A



TYPICAL TRENCH DETAIL

NOT TO SCALE

IF SUPPORT OR SHIELD SYSTEM IS NOT USED, MINIMUM ALLOWABLE SLOPE FOR ALL TRENCHES LESS THAN 20 FT. DEEP WILL BE 1 1/2\"/>

PIPE BEDDING

TYPE A - WELL GRADED MATERIAL WITH A MAXIMUM SIZE OF 3/4 INCH; MAXIMUM PLASTICITY INDEX OF 6, AS DETERMINED BY AASHTO DESIGNATIONS T-89 AND T-90.

TYPE B - NONPLASTIC; GRADING B DRAIN GRAVEL

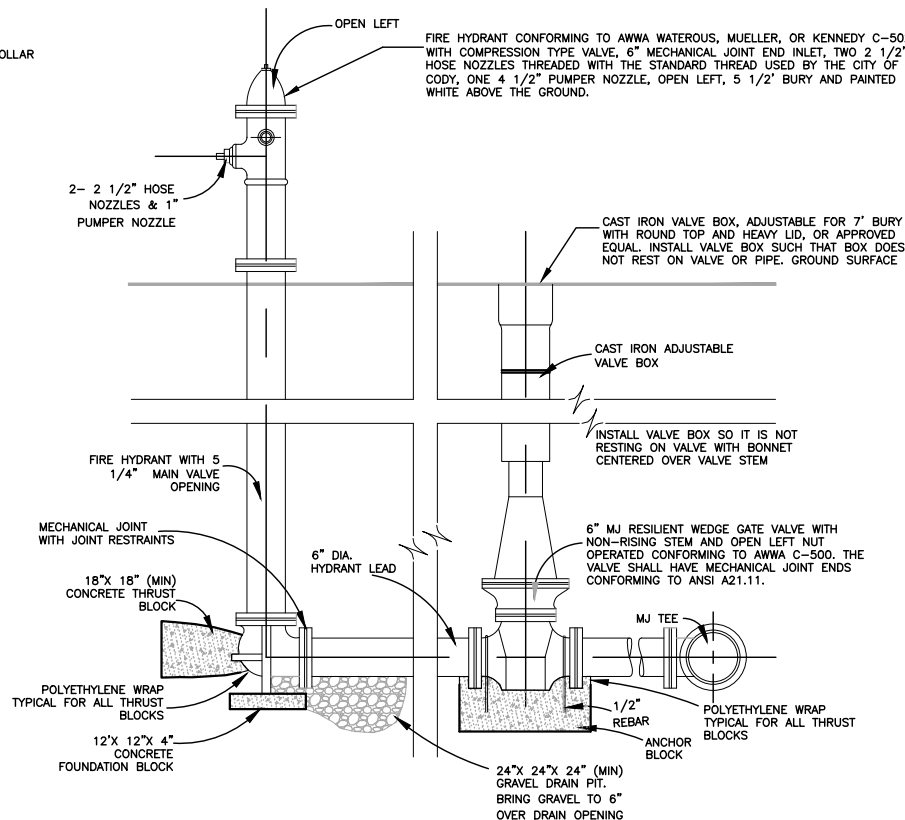
TYPE C - NONPLASTIC; MAX SIZE 1 INCH; 0-5% PASSING NO. 4 SIEVE

COMPACTED BACKFILL

TYPE 2 - NATIVE MATERIAL; 8-INCH LIFTS.

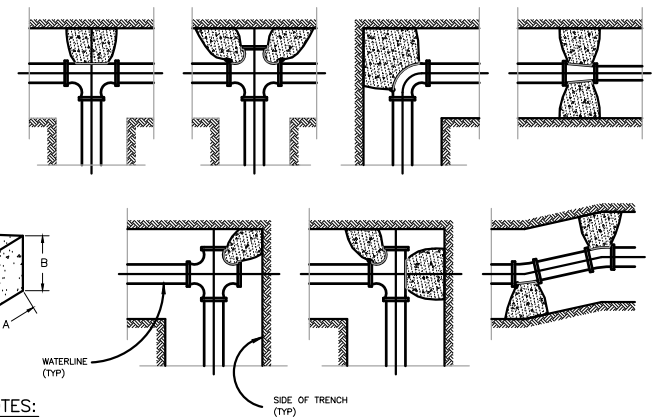
GENERAL NOTES:

1. JOINT RESTRAINTS TO BE PROVIDED ON ALL MJ FITTINGS, UNLESS OTHERWISE NOTED.
2. SUBSIDIARY TO OTHER BID ITEMS.



FIRE HYDRANT, VALVE & THRUST BLOCK DETAIL

NOT TO SCALE



CONCRETE THRUST BLOCKS

NOT TO SCALE

NOTES:

1. FITTINGS TO BE SEPARATED FROM BLOCKS WITH AN APPROVED BOND BREAKER, SUCH AS POLY WRAP.
2. ALL BLOCKS TO BEAR AGAINST UNDISTURBED MATERIAL.
3. DESIGN IS BASED ON 165 PSI MAIN PRESSURE AND 2000 PSF SOIL BEARING CAPACITY.

MINIMUM DIMENSIONS FOR THRUST BLOCKING										
FITTING SIZE	TEES & PLUGS		90° BENDS		45° BENDS & WYES		REDUCERS & 22 1/2° BENDS		11 1/4° BENDS	
	A	B	A	B	A	B	A	B	A	B
4"	1'-7"	1'-2"	1'-9"	1'-6"	1'-8"	0'-10"	1'-7"	0'-6"	0'-6"	0'-6"
6"	2'-0"	1'-11"	2'-5"	2'-2"	1'-10"	1'-7"	1'-9"	0'-10"	1'-0"	0'-6"
8"	2'-8"	2'-6"	3'-2"	3'-0"	2'-5"	2'-1"	1'-9"	1'-6"	1'-0"	1'-0"
10"	3'-4"	3'-3"	4'-0"	3'-10"	3'-0"	2'-9"	2'-2"	1'-11"	1'-6"	1'-0"
12"	4'-0"	3'-10"	4'-8"	4'-8"	3'-8"	3'-3"	2'-7"	2'-3"	2'-0"	1'-0"
14"	5'-5"	3'-10"	6'-6"	4'-11"	4'-9"	3'-5"	3'-5"	2'-5"	2'-0"	1'-6"
20"	5'-0"	5'-0"	6'-0"	6'-0"	5'-0"	3'-6"	3'-6"	3'-0"	3'-0"	2'-0"
24"	6'-0"	6'-0"	7'-0"	7'-0"	5'-0"	5'-0"	4'-6"	3'-0"	3'-0"	3'-0"
30"	7'-6"	7'-6"	8'-0"	8'-0"	6'-3"	6'-3"	4'-9"	4'-6"	3'-3"	3'-3"

DATE	DRAWING LOG	BY	CHECKED	APPROVED	DRAWN BY: IKSM
10/31/23	SUBMITTAL EDITS	HNM	BJR	BJR	JOB NO. 21042.00
5/5/22	ORIGINAL DRAWING	IKSM	IKSM	IKSM	FIELD BOOK NO. 593



ENGINEERING ASSOCIATES - CODY, WYOMING
CONSULTING ENGINEERS & SURVEYORS

OWNER:

MEADOWLARK MEADOWS LLC.

PROJECT:

MEADOWLARK MEADOWS SUBDIVISION

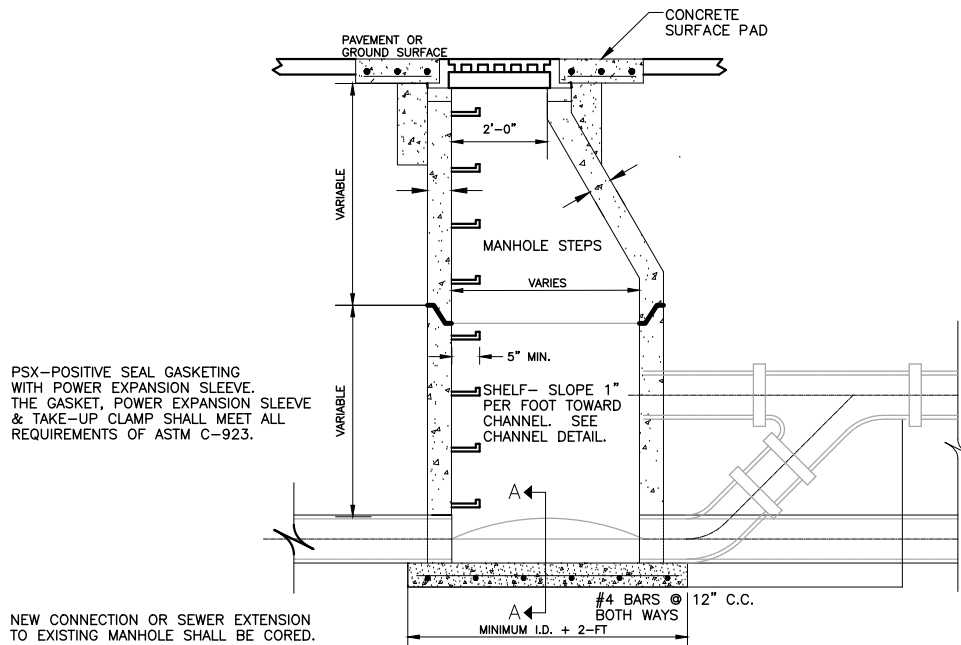
TITLE:

TREATED WATER DETAILS

SHEET

19 OF 21

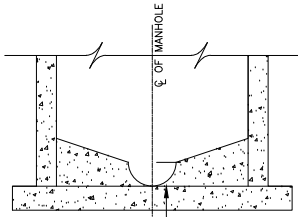
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SANITARY SEWER MANHOLE

MANHOLE BASE MAY BE PRECAST REINFORCED BASE SET ON 6" OF COMPACTED SAND, A POURED IN PLACE BASE OF 6 SACK MIX CONCRETE WITH No. 4 REBAR ON 12" CENTERS IN BOTH DIRECTIONS, OR A PRECAST BASE AND BOTTOM SECTION POURED AS A SINGLE UNIT.

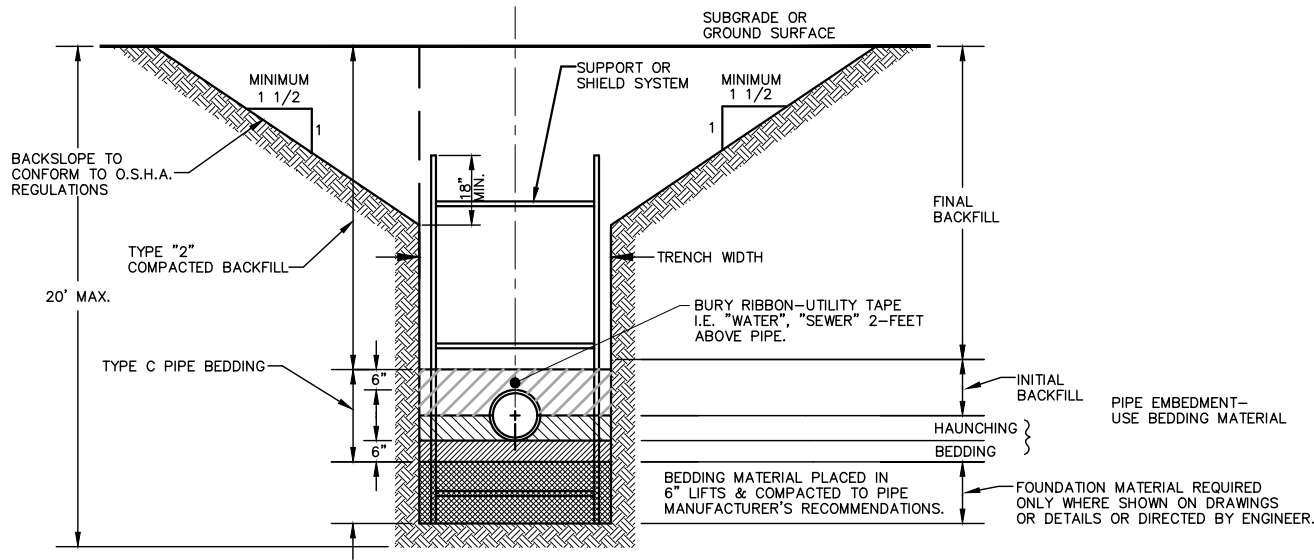
NOTE: ALL MANHOLES SHALL RECEIVE INTERIOR COATING PER SECTION 09830.



SECTION A-A

NOTE:

1. ALL JOINTS BETWEEN MANHOLE SECTIONS, MANHOLE RING & TOP SECTIONS, & AROUND SEWER PIPE INTO MANHOLE SHALL BE WATERTIGHT. JOINTING MATERIAL SHALL BE "RAM-NEK" OR APPROVED EQUAL.
2. ALL STEPS SHALL HAVE A MINIMUM OF 12" TO A MAXIMUM OF 16" SPACING, AND SHALL EXTEND OUT A MINIMUM OF 5" FROM THE MANHOLE WALL. STEPS SHALL BE A MINIMUM OF 10" WIDE. THESE REQUIREMENTS ARE IN COMPLIANCE WITH OSHA DIRECTIVE 29 CFR 1910.27.
3. STEPS SHALL BE CAST IRON OR STEEL REINFORCED POLYURETHANE STEPS.
4. A MINIMUM OF 2" AND A MAXIMUM OF 12" OF ADJUSTING RINGS SHALL BE USED TO MATCH GRADE.



PIPE BEDDING

TYPE A-WELL GRADED MATERIAL WITH A MAXIMUM SIZE OF 3/4-INCH; MAXIMUM PLASTICITY INDEX OF 6; AS DETERMINED BY AASHTO DESIGNATIONS T-89 AND T-90.

TYPE B-NON-PLASTIC; GRADING B DRAIN GRAVEL.

TYPE C-NON-PLASTIC; MAXIMUM SIZE 1 INCH; 0-10% PASSING NO. 4 SIEVE. AT LEAST 50% OF THE AGGREGATE SHALL HAVE AT LEAST ONE FRACTURED FACE.

COMPACTED BACKFILL

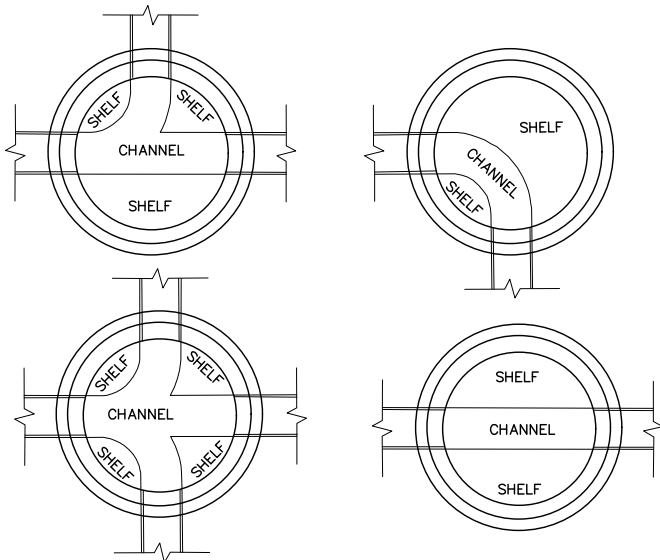
TYPE 2-NATIVE MATERIALS; 8-INCH LIFTS

IF SUPPORT OR SHIELD SYSTEM IS NOT USED, MAXIMUM ALLOWABLE SLOPE FOR ALL TRENCHES LESS THAN 20 FT. DEEP WILL BE 1 1/2H : 1V. COMPLY W/ALL APPLICABLE SAFETY REQUIREMENTS

TYPICAL TRENCH DETAIL - SEWER

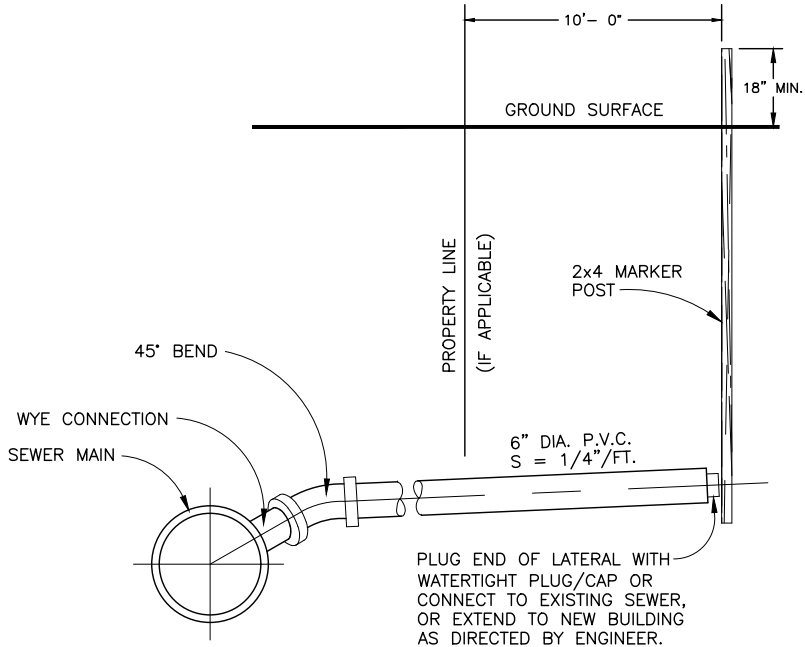
- NOTES:
- 1) IF SUPPORT OR SHIELD SYSTEM IS NOT USED, MINIMUM ALLOWABLE SLOPE FOR ALL TRENCHES LESS THAN 20 FT. DEEP WILL BE 1 1/2H : 1V. COMPLY W/ALL APPLICABLE SAFETY REQUIREMENTS
 - 2) PROVIDE 6" MINIMUM SPACING BETWEEN OUTSIDE OF PIPELINES AND BETWEEN PIPELINES AND TRENCH WALLS.
 - 3) NO STONES GREATER THAN 3" IN DIAMETER SHALL BE WITHIN 2' OF THE PIPE.
 - 4) MAINTAIN 12-INCH SEPARATION BETWEEN UTILITIES.

STRUCTURE TABLE	
STRUCTURE NAME	STRUCTURE DETAILS
1	RIM = 5065.05 E INV OUT = 5053.12
2	RIM = 5061.82 W INV IN = 5051.44 E INV OUT = 5051.34
3	RIM = 5059.85 W INV IN = 5050.50 E INV OUT = 5050.40
4	RIM = 5058.73 SW INV IN = 5050.02 E INV IN = 5050.02 S INV IN = 5049.87 N INV OUT = 5049.87
5	RIM = 5058.07 E INV IN = 5050.51 N INV IN = 5050.56 W INV OUT = 5050.41
6	RIM = 5057.30 E INV IN = 5050.83 W INV OUT = 5050.73
7	RIM = 5056.77 E INV IN = 5050.99 W INV OUT = 5050.89
8	RIM = 5059.0 W INV OUT = 5051.35
9	RIM = 5057.93 S INV OUT = 5050.76



- NOTE:
1. SLOPE ALL SHELVES TO CHANNEL AT 1 INCH PER FOOT
 2. SEE PLAN-PROFILE SHEETS FOR SLOPE OF CHANNEL.

MANHOLE CHANNELS



SEWER LATERAL DETAIL

DATE	DRAWING LOG	BY	CHECKED	APPROVED
10/31/23	SUBMITTAL EDITS	HNM	BJR	BJR
5/5/22	ORIGINAL DRAWING	IKSM	IKSM	IKSM

DRAWN BY: IKSM
JOB NO. 21042.00
FIELD BOOK NO. 593



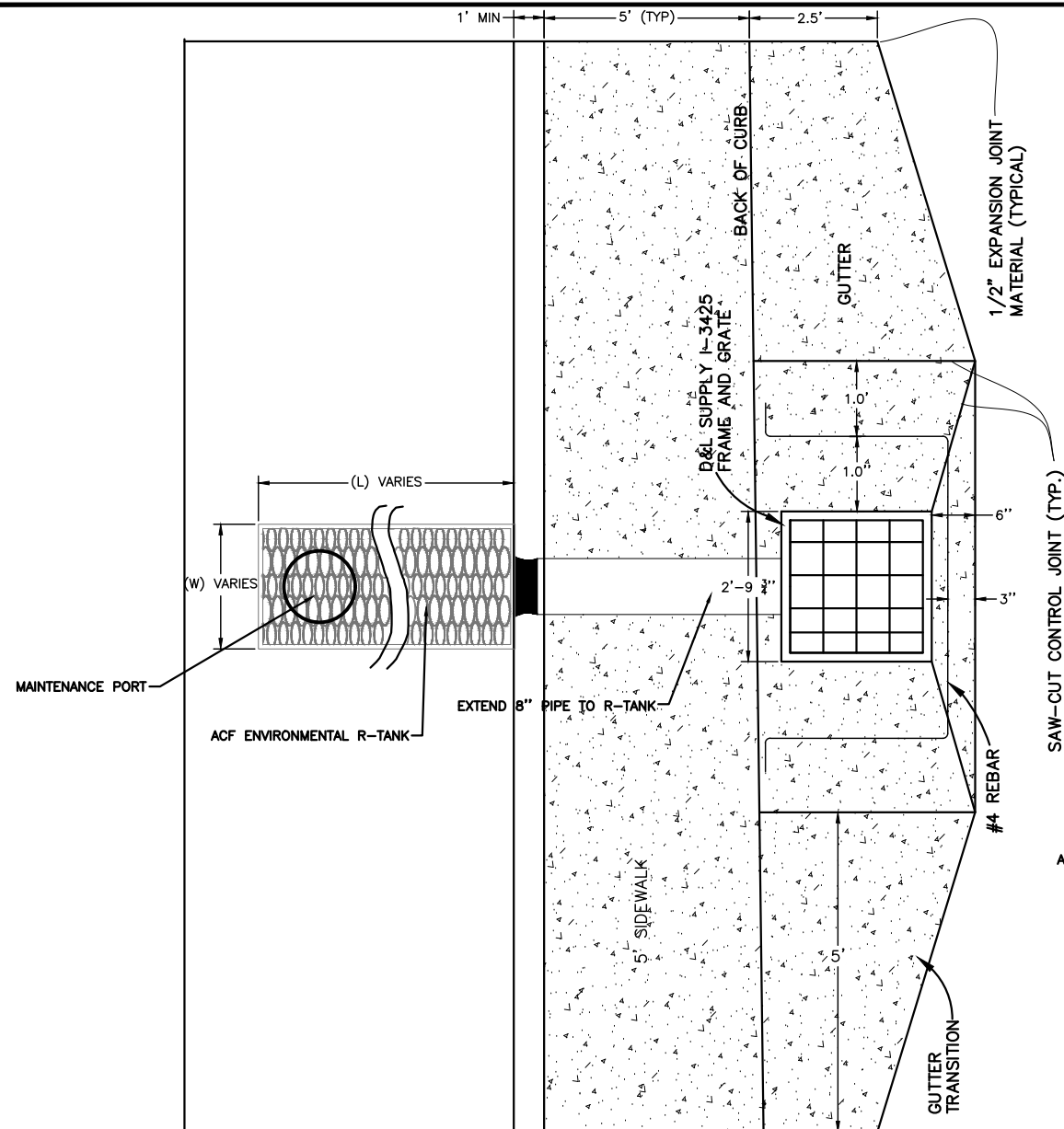
ENGINEERING ASSOCIATES - CODY, WYOMING
CONSULTING ENGINEERS & SURVEYORS

OWNER:
MEADOWLARK MEADOWS LLC.

PROJECT: MEADOWLARK MEADOWS SUBDIVISION
TITLE: SANITARY SEWER DETAILS

SHEET
20 OF 21

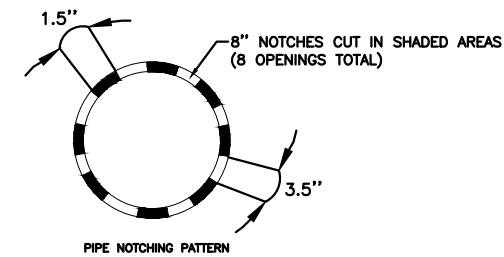
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NOTES

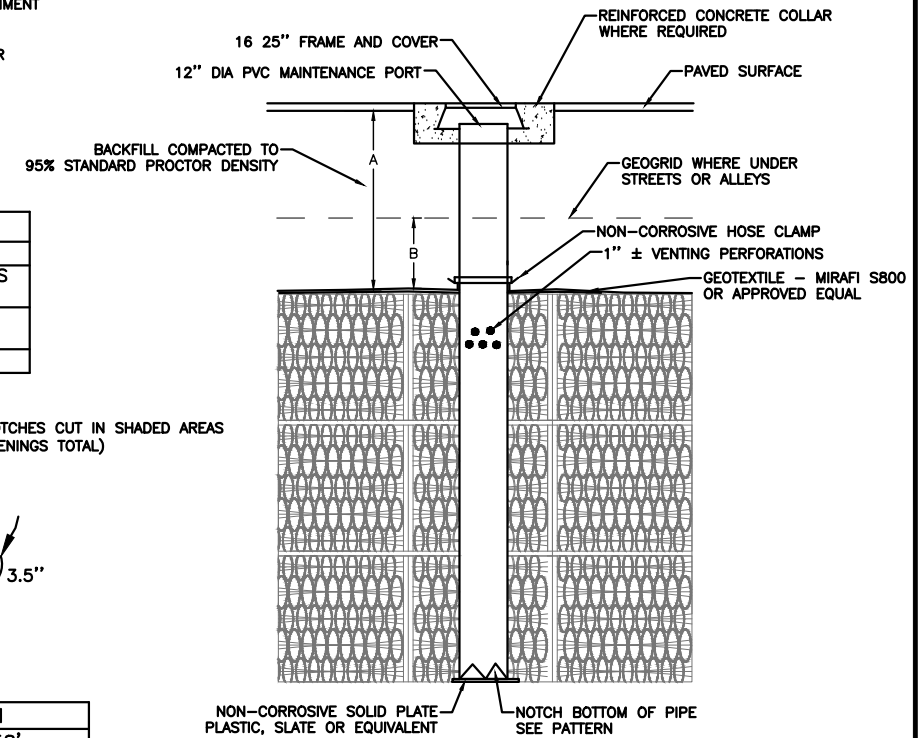
1. THIS PORT IS USED TO PUMP WATER INTO THE SYSTEM AND RE-SUSPEND ACCUMULATED SEDIMENT SO THAT IT MAY BE PUMPED OUT.
2. MINIMUM REQUIRED MAINTENANCE INCLUDES A QUARTERLY INSPECTION DURING THE FIRST YEAR OF OPERATION AND A YEARLY INSPECTION THEREAFTER. FLUSH AS NEEDED.
3. ONLY R-TANK^{HD} AND R-TANK^{SD} MAY BE USED IN TRAFFIC APPLICATIONS.

DEPTH SUMMARY		
TYPE	A	B
R-TANK	12" MIN-36" MAX	AS SHOWN ON PLANS
R-TANK ^{HD}	20" MIN - 6.99' MAX	12"
R-TANK ^{SD}	18" MIN - 9.99' MAX	12"



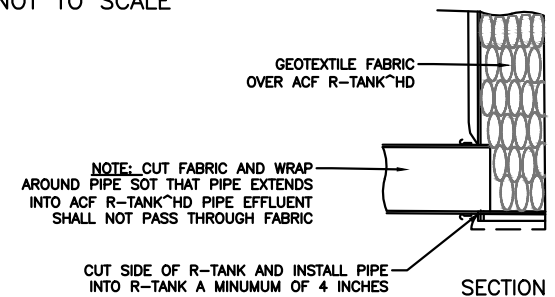
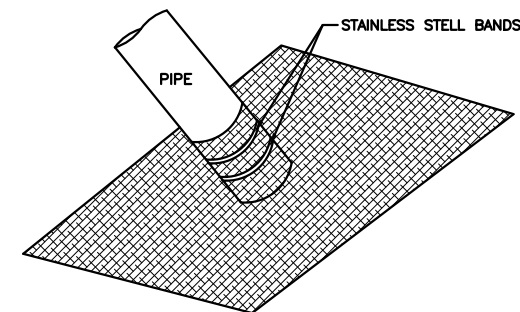
PERC TRENCH	K	L	W	H
1	16.5'	21.11'	3.84'	5.58'
2	20'	7.04'	2.63'	5.58'
3	SEE NOTE 1	2.35'	1.31'	4.20'

NOTE 1: PIPE FROM DROP INLET TO R-TANK TO EXIT SIDE OF DROP INLET AND RUN PARALLEL TO CURB & GUTTER AND ENTER SIDE OF R-TANK APPROXIMATELY 26'.

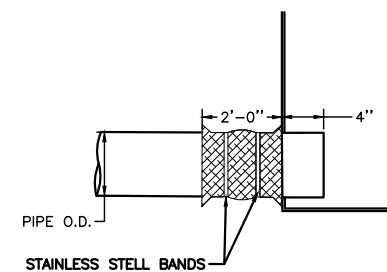
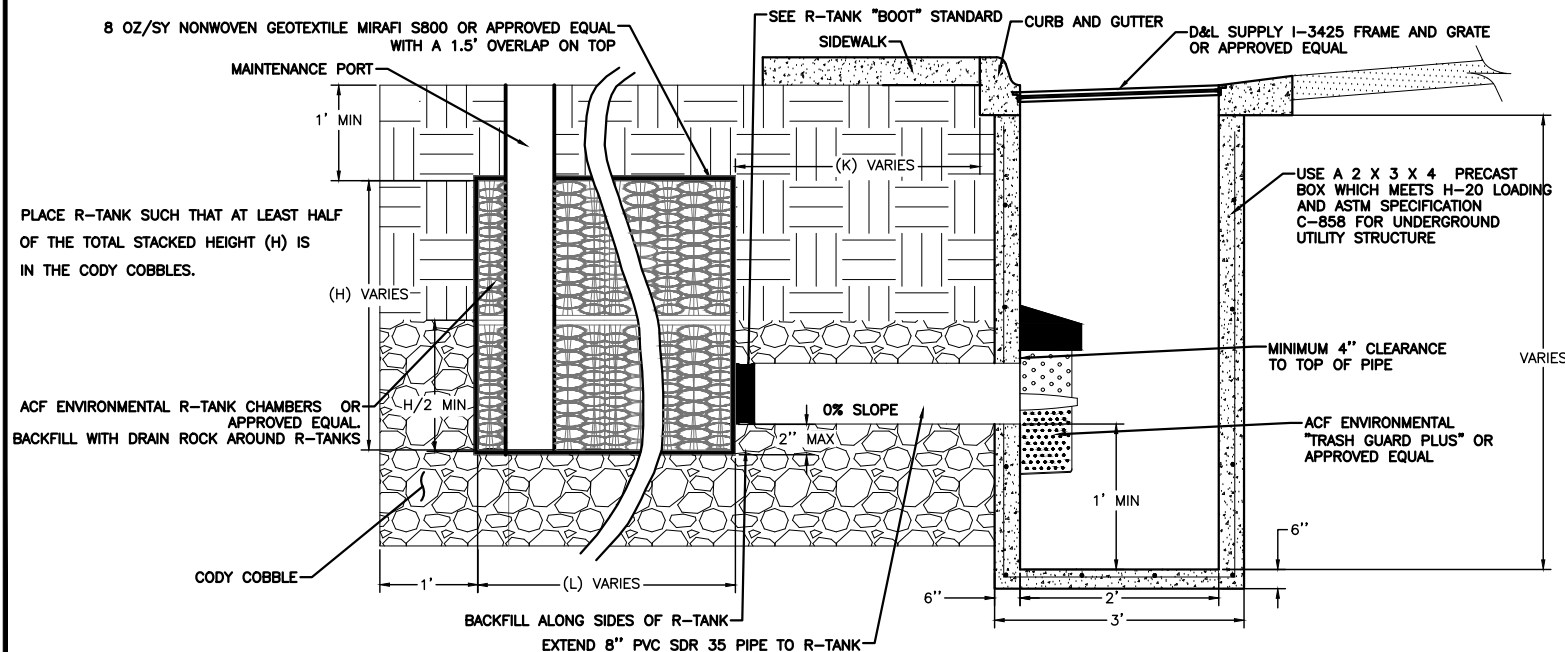


MAINTENACNE PORT

NOT TO SCALE

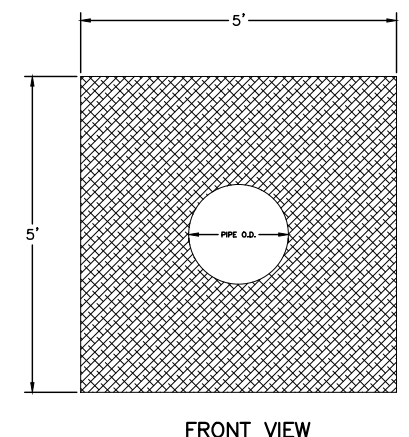


- 8 OZ/SY NONWOVEN GEOTEXTILE MIRAFI S800 OR APPROVED EQUAL WITH 1.5' OVERLAP
- FABRIC COLLAR TO FIT OUTSIDE DIAMETER OF INLET/OUTLET PIPE



R-TANK PIPE BOOT

NOT TO SCALE



DATE	DRAWING LOG	BY	CHECKED	APPROVED	DRAWN BY: IKSM
10/31/23	SUBMITTAL EDITS	HNM	BJR	BJR	JOB NO. 21042.00
5/5/22	ORIGINAL DRAWING	IKSM	IKSM	IKSM	FIELD BOOK NO. 593



ENGINEERING ASSOCIATES - CODY, WYOMING
CONSULTING ENGINEERS & SURVEYORS

OWNER:

MEADOWLARK MEADOWS LLC.

PROJECT:

MEADOWLARK MEADOWS SUBDIVISION

TITLE:

STORM WATER DETAILS

SHEET

21 OF 21

Declaration for the MEADOWLARK MEADOWS SUBDIVISION Singing Lark Court Storm Water Detention & Infiltration Infrastructure Maintenance Committee

This Declaration for the Meadowlark Meadows Subdivision Storm Water Detention and Infiltration Infrastructure Maintenance Committee is made and entered into on this ____ day of _____, 20____, by Meadowlark Meadows, LLC.

WHEREAS Meadowlark Meadows, LLC. is the current owner of Lots 20 through 28 of the Meadowlark Meadows Subdivision in the City of Cody, Park County, Wyoming, pursuant to that plat recorded contemporaneously herewith (the “Subdivision”); and

WHEREAS Meadowlark Meadows, LLC. and the City of Cody have entered into an agreement for the operation and maintenance of storm water detention and infiltration infrastructure located within Lot 24 and in the street right of way of Singing Lark Court of the Subdivision and 26th Street (collectively the “stormwater facilities”), and Meadowlark Meadows, LLC. desires to provide for the operation and maintenance of said stormwater facilities in accordance with the Maintenance Agreement for the Meadowlark Meadows Subdivision, for the City of Cody Wyoming (the “Agreement”) which Agreement is also recorded contemporaneously herewith; and

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

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

1. DURATION OF RESTRICTIONS

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

2. RIGHT TO ENFORCE AND BINDING EFFECT

- a. The provisions contained in this Declaration shall bind and inure to the benefit of and be enforceable by the owner or owners of any lot within the Subdivision accessed from Singing Lark Court, by the City of Cody, or by the Meadowlark Meadows Subdivision Singing Lark Court

Storm Water Detention and Infiltration Infrastructure Maintenance Committee. Failure to enforce any provision hereof shall not be deemed a waiver of the right to do so thereafter.

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

3. MEADOWLARK MEADOWS SUBDIVISION SINGING LARK COURT STORM WATER DETENTION AND INFILTRATION INFRASTRUCTURE MAINTENANCE COMMITTEE

- a. There is hereby created a committee which shall have as its sole purposes the operation and maintenance of the stormwater facilities located within the Subdivision and the collection of assessments therefor. The Meadowlark Meadows Subdivision Singing Lark Court Storm Water Detention and Infiltration Infrastructure Maintenance Committee (the “Committee”) shall consist of C. Edward Webster II, until such time as he resigns, whereupon he shall appoint three owners of lots within the Subdivision to comprise the Committee until their successors shall be thereafter selected.
- b. The Committee shall perform such maintenance to the stormwater facilities as may be necessary, which is anticipated to consist of silt removal from the storm drain drop inlet box and backflushing of the detention and infiltration infrastructure to the drop inlet according to the maintenance manual. Each property or parcel owner shall—and does hereby agree to—execute any and all instruments necessary and reasonable to allow access for such purposes, including the granting of easements or access, provided that no such easement shall interfere with any buildings constructed on any parcel.
- c. Dues of Forty Dollars (\$40.00) annually shall be levied on each of the lots within the Subdivision beginning with the conveyance of that lot by Meadowlark Meadows, LLC. or it’s Assigns; upon the conveyance of all Subdivision lots, the Committee shall collect annual dues for all lots. This amount shall be increased by Five Dollars (\$5.00) annually every other year, beginning on January 1, 2025, to a maximum annual amount of \$65.00 per year. Funds shall be held in reserve to be used for maintenance of the stormwater facilities. When reserve funds reach \$25,000.00, all annual assessments of every lot in the Subdivision will be deferred until such time as the reserve funds fall below \$20,000.00, at which time they shall recommence until they reach \$25,000.00, repeating as necessary. Every 20 years, upon the renewal of this agreement, the committee shall have the right to re-assess the dues and limits in order to bring them in line with current maintenance needs. The Committee shall have authority to impose additional increases in order to meet the costs associated with the stormwater facilities operation and maintenance described herein. These monies shall be held in a non-interest-bearing account and shall be accessible by the members of the Committee for the purposes described herein. The Committee shall notify lot owners when such dues shall be

payable each year, and the same shall be due and payable within thirty (30) days thereafter.

- d. The Committee shall also have the authority to levy additional assessments for nonrecurring issues associated with the maintenance and upkeep of the stormwater facility, e.g. for silt removal or the like. In such event, such additional assessments shall be levied equally against all lots within the Subdivision accessed from Singing Lark Court based on the bid amount for such special maintenance and upkeep issues. Such additional assessments shall be due and payable within thirty (30) days following assessment.
- e. When any lot owner within the Subdivision accessed from Singing Lark Court shall be in default in the payment of dues or special assessments for a period of fifteen (15) days from the date on which such amount becomes due and payable, the Committee shall be entitled to file a lien against the defaulting owner's lot in accordance with W.S. 29-4-101. The Committee may further pursue an injunction, other remedial measures, or any other remedy legal or equitable in order to enforce this Declaration or the Agreement. By their purchase of a lot within the Subdivision, each owner:
 - (i) acknowledges and affirms that the storm drainage facility constitutes a ditch, canal, or reservoir within the meaning of W.S. 29-4-101; (ii) acknowledges and affirms that the dues assessed are for labor and materials performed in the maintenance of the storm drainage facility; (iii) waives any and all right to assert affirmative defenses or counterclaims in defense against the enforcement of either a lien filing for dues and assessments hereunder or any other action against the owner of a lot within the Subdivision for the collection of unpaid dues or special assessments; and (iv) agrees that the Committee shall be entitled to and awarded reasonable attorney's fees, court costs, and other expenses associated therewith in its efforts to enforce the payment of dues or special assessments hereunder.
- f. Members of the Committee shall serve until their resignation, and each shall be succeeded by a person of their choosing, who shall be the owner of a lot within the Subdivision.

4. AMENDMENTS

This Declaration may be amended or repealed by a vote of one hundred percent (100%) of the lot owners within the Subdivision with access from Singing Lark Court. If this Declaration is repealed, or if the stormwater facilities become operated and maintained by the City of Cody, then any dues or assessments then held by the Committee shall be distributed in equal amounts to each lot owner with access from Singing Lark Court. Any repeal or amendments shall require written consent from the City of Cody.

The undersigned, qualified and sole acting member of the Meadowlark Meadows Subdivision Singing Lark Court Storm Water Detention and Infiltration Infrastructure Maintenance Committee, an unincorporated, non-profit association, does hereby certify that the above and foregoing Declaration was duly adopted on the day and date first written above.

Meadowlark Meadows, LLC

C. Edward Webster II, Manager

Meadowlark Meadows, LLC

STATE OF WYOMING)
) ss.
County of Park)

The above and foregoing instrument was acknowledged before me this _____ day of _____, 20____, by C. Edward Webster II.

WITNESS my hand and official seal.

Notary Public
My Commission Expires: _____

MAINTENANCE AGREEMENT FOR THE MEADOWLARK MEADOWS SUBDIVISION SINGING LARK COURT, FOR THE CITY OF CODY WYOMING

This Declaration is made this _____ day of _____, 20____, by Meadowlark Meadows, LLC and its Assigns, authorizing the same, and affecting all of the following described real property in the City of Cody, Park County, Wyoming.

Lots 20 through 28 in the Meadowlark Meadows Subdivision, City of Cody, Park County, Wyoming (the "Subdivision")

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

NOW THEREFORE, the undersigned does hereby make, publish, declare and impose upon all the above- described property, the following obligation and this Agreement to maintain and keep in working order the storm water detention and infiltration infrastructure located within Singing Lark Court, and Lot 24 of the Subdivision and 26th Street (the "stormwater facilities") as indicated on the recorded final plat, and in accordance with the submitted City of Cody Drainage report and design submitted by Engineering Associates at time of plat approval, relevant portions of which are attached hereto and incorporated herein. This Agreement shall be and does constitute a covenant running with the land and each portion thereof, and shall be binding upon the undersigned, their heirs, successors, grantees, and assigns.

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

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

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

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

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

GOVERNMENTAL IMMUNITY. Nothing in this agreement shall be construed as a waiver of the City of Cody's governmental immunity. The City does not waive its governmental immunity or any of its defenses and limitations under Wyoming law, and expressly reserves the right to assert immunity as a defense to any action arising out of this agreement.

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

IN WITNESS WHEREOF, this Agreement has been executed this _____ day of _____, 20____.

Meadowlark Meadows, LLC

City of Cody

_____ By: _____

C. Edward Webster II, Manager

Meadowlark Meadows, LLC

STATE OF WYOMING)
) ss.
County of Park)

The above and foregoing instrument was acknowledged before me this ____ day of _____, 20____, by C. Edward Webster II.

WITNESS my hand and official seal.

Notary Public
My Commission Expires: _____

STATE OF WYOMING)
) ss.
County of Park)

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

WITNESS my hand and official seal.

Notary Public
My Commission Expires: _____

Declaration for the MEADOWLARK MEADOWS SUBDIVISION Songbird Court Storm Water Detention & Infiltration Infrastructure Maintenance Committee

This Declaration for the Meadowlark Meadows Subdivision Storm Water Detention and Infiltration Infrastructure Maintenance Committee is made and entered into on this ____ day of _____, 20____, by Meadowlark Meadows, LLC.

WHEREAS Meadowlark Meadows, LLC. is the current owner of Lots 1 through 19 of the Meadowlark Meadows Subdivision in the City of Cody, Park County, Wyoming, pursuant to that plat recorded contemporaneously herewith (the “Subdivision”); and

WHEREAS Meadowlark Meadows, LLC. and the City of Cody have entered into an agreement for the operation and maintenance of storm water detention and infiltration infrastructure located within Lot 10 and in the street right of way of Songbird Court of the Subdivision (collectively the “stormwater facilities”), and Meadowlark Meadows, LLC. desires to provide for the operation and maintenance of said stormwater facilities in accordance with the Maintenance Agreement for the Meadowlark Meadows Subdivision, for the City of Cody Wyoming (the “Agreement”) which Agreement is also recorded contemporaneously herewith; and

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

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

1. DURATION OF RESTRICTIONS

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

2. RIGHT TO ENFORCE AND BINDING EFFECT

- a. The provisions contained in this Declaration shall bind and inure to the benefit of and be enforceable by the owner or owners of any lot within the Subdivision accessed from Songbird Court, by the City of Cody, or by the Meadowlark Meadows Subdivision Songbird Court Storm Water Detention and Infiltration Infrastructure Maintenance Committee. Failure to enforce any

provision hereof shall not be deemed a waiver of the right to do so thereafter.

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

3. MEADOWLARK MEADOWS SUBDIVISION SONGBIRD COURT STORM WATER DETENTION AND INFILTRATION INFRASTRUCTURE MAINTENANCE COMMITTEE

- a. There is hereby created a committee which shall have as its sole purposes the operation and maintenance of the stormwater facilities located within the Subdivision and the collection of assessments therefor. The Meadowlark Meadows Subdivision Songbird Court Storm Water Detention and Infiltration Infrastructure Maintenance Committee (the “Committee”) shall consist of C. Edward Webster II, until such time as he resigns, whereupon he shall appoint three owners of lots within the Subdivision to comprise the Committee until their successors shall be thereafter selected.
- b. The Committee shall perform such maintenance to the stormwater facilities as may be necessary, which is anticipated to consist of silt removal from the storm drain drop inlet box and backflushing of the detention and infiltration infrastructure to the drop inlet according to the maintenance manual. Each property or parcel owner shall—and does hereby agree to—execute any and all instruments necessary and reasonable to allow access for such purposes, including the granting of easements or access, provided that no such easement shall interfere with any buildings constructed on any parcel.
- c. Dues of Forty Dollars (\$40.00) annually shall be levied on each of the lots within the Subdivision beginning with the conveyance of that lot by Meadowlark Meadows, LLC. or it’s Assigns; upon the conveyance of all Subdivision lots, the Committee shall collect annual dues for all lots. This amount shall be increased by Five Dollars (\$5.00) annually every other year, beginning on January 1, 2025, to a maximum annual amount of \$65.00 per year. Funds shall be held in reserve to be used for maintenance of the stormwater facilities. When reserve funds reach \$25,000.00, all annual assessments of every lot in the Subdivision will be deferred until such time as the reserve funds fall below \$20,000.00, at which time they shall recommence until they reach \$25,000.00, repeating as necessary. Every 20 years, upon the renewal of this agreement, the committee shall have the right to re-assess the dues and limits in order to bring them in line with current maintenance needs. The Committee shall have authority to impose additional increases in order to meet the costs associated with the stormwater facilities operation and maintenance described herein. These monies shall be held in a non-interest-bearing account and shall be accessible by the members of the Committee for the purposes described herein. The Committee shall notify lot owners when such dues shall be payable each year, and the same shall be due and payable within thirty (30) days thereafter.

- d. The Committee shall also have the authority to levy additional assessments for nonrecurring issues associated with the maintenance and upkeep of the stormwater facility, e.g. for silt removal or the like. In such event, such additional assessments shall be levied equally against all lots within the Subdivision accessed from Songbird Court based on the bid amount for such special maintenance and upkeep issues. Such additional assessments shall be due and payable within thirty (30) days following assessment.
- e. When any lot owner within the Subdivision accessed from Songbird Court shall be in default in the payment of dues or special assessments for a period of fifteen (15) days from the date on which such amount becomes due and payable, the Committee shall be entitled to file a lien against the defaulting owner's lot in accordance with W.S. 29-4-101. The Committee may further pursue an injunction, other remedial measures, or any other remedy legal or equitable in order to enforce this Declaration or the Agreement. By their purchase of a lot within the Subdivision, each owner: (i) acknowledges and affirms that the storm drainage facility constitutes a ditch, canal, or reservoir within the meaning of W.S. 29-4-101; (ii) acknowledges and affirms that the dues assessed are for labor and materials performed in the maintenance of the storm drainage facility; (iii) waives any and all right to assert affirmative defenses or counterclaims in defense against the enforcement of either a lien filing for dues and assessments hereunder or any other action against the owner of a lot within the Subdivision for the collection of unpaid dues or special assessments; and (iv) agrees that the Committee shall be entitled to and awarded reasonable attorney's fees, court costs, and other expenses associated therewith in its efforts to enforce the payment of dues or special assessments hereunder.
- f. Members of the Committee shall serve until their resignation, and each shall be succeeded by a person of their choosing, who shall be the owner of a lot within the Subdivision.

4. AMENDMENTS

This Declaration may be amended or repealed by a vote of one hundred percent (100%) of the lot owners within the Subdivision with access from Songbird Court. If this Declaration is repealed, or if the stormwater facilities become operated and maintained by the City of Cody, then any dues or assessments then held by the Committee shall be distributed in equal amounts to each lot owner with access from Songbird Court. Any repeal or amendments shall require written consent from the City of Cody.

The undersigned, qualified and sole acting member of the Meadowlark Meadows Subdivision Songbird Court Storm Water Detention and Infiltration Infrastructure Maintenance Committee, an unincorporated, non-profit association, does hereby certify that the above and foregoing Declaration was duly adopted on the day and date first written above.

Meadowlark Meadows, LLC

C. Edward Webster II, Manager

Meadowlark Meadows, LLC

STATE OF WYOMING)
) ss.
County of Park)

The above and foregoing instrument was acknowledged before me this _____ day of _____, 20____, by C. Edward Webster II.

WITNESS my hand and official seal.

Notary Public
My Commission Expires: _____

MAINTENANCE AGREEMENT FOR THE MEADOWLARK MEADOWS SUBDIVISION SONGBIRD COURT, FOR THE CITY OF CODY WYOMING

This Declaration is made this ____ day of _____, 20____, by Meadowlark Meadows, LLC and its Assigns, authorizing the same, and affecting all of the following described real property in the City of Cody, Park County, Wyoming.

Lots 1 through 19 in the Meadowlark Meadows Subdivision, City of Cody, Park County, Wyoming (the "Subdivision")

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

NOW THEREFORE, the undersigned does hereby make, publish, declare and impose upon all the above- described property, the following obligation and this Agreement to maintain and keep in working order the storm water detention and infiltration infrastructure located within Songbird Court and Lot 10 of the Subdivision (the "stormwater facilities") as indicated on the recorded final plat, and in accordance with the submitted City of Cody Drainage report and design submitted by Engineering Associates at time of plat approval, relevant portions of which are attached hereto and incorporated herein. This Agreement shall be and does constitute a covenant running with the land and each portion thereof, and shall be binding upon the undersigned, their heirs, successors, grantees, and assigns.

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

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

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

TERM. All the provisions, conditions, restriction and agreements shall continue to remain in full force and effect at all times against all said parcels and the owners and occupants thereof, subject to the right

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

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

GOVERNMENTAL IMMUNITY. Nothing in this agreement shall be construed as a waiver of the City of Cody's governmental immunity. The City does not waive its governmental immunity or any of its defenses and limitations under Wyoming law, and expressly reserves the right to assert immunity as a defense to any action arising out of this agreement.

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

IN WITNESS WHEREOF, this Agreement has been executed this _____ day of _____, 20____.

Meadowlark Meadows, LLC

City of Cody

_____ By: _____

C. Edward Webster II, Manager

Meadowlark Meadows, LLC

[illegible]

The above and foregoing instrument was acknowledged before me this ____ day of _____, 20____, by C. Edward Webster II.

WITNESS my hand and official seal.

Notary Public
My Commission Expires: _____

STATE OF WYOMING)
) ss.
County of Park)

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

WITNESS my hand and official seal.

Notary Public
My Commission Expires: _____

**Meadowlark Meadows Subdivision
LOT 61-R1 LOT 61-LK1
OF THE WILLIAMS SUBDIVISION
CODY, WYOMING**

STORM DRAINAGE REPORT

PREPARED FOR: Meadowlark Meadows, LLC
1226 11th Street
Cody, WY 82414

PROJECT LOCATION: Lot 61-R1 and Lot 61-LK1
of the Williams Subdivision
Cody, Wyoming

PREPARED BY: Engineering Associates
POB 1900
Cody, Wyoming 82414

JOB NO.: 21042.00

DATE: October 5, 2023



ENGINEERING ASSOCIATES
A Wyoming Corporation
POB 1900; 902 13th Street
CODY, WYOMING
307-587-4911 ♦ FAX 587-2596

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I. REPORT SUMMARY

A. Introduction

Meadowlark Meadows, LLC is proposing a new 28 lot major subdivision within the City of Cody. The development is situated within Lot 61-R and a portion of Lots 61-K and 61-L of the Williams Subdivision. The proposed 9.83-acre subdivision is located along the east side of 23rd Street Avenue and south of Mountain View Street. This drainage report includes drainage for the proposed residential buildings, driveways, lawn and rough vegetative areas along with street, sidewalk and curb and gutter.

This storm drainage report addresses the proposed runoff areas of the site, both historic and developed. Precipitation runoff in excess of the historical runoff will be handled by infiltration and detention facilities. There will be four areas considered for the developed runoff calculations on the proposed site due the layout of the proposed lots and improvements. This report analyzes the 10-year, 2-hour storm for the historic runoff. A 10-year, 2-hour storm will be used to determine the stormwater needed to be detained and infiltrated and a 25-year, 2-hour storm will be used to size detention and infiltration facilities.

The existing parcels are covered with a light vegetation and slopes generally from the southwest to the northeast corner of the property. There have been no site improvements on this lot for some time aside from a reinforced concrete pipe carrying irrigation water along 23rd Street installed within the proposed subdivision access.

B. Methodology

The methodology used in this report is as follows:

1. Runoff rates and volumes were determined for both 10-year and 25-year frequency events as needed and directed in the City's Storm Water Management Policy.
2. Storm duration was assumed to be 2 hours for run-off volume calculations, as directed in the City's Storm Water Management Policy.
3. The maximum allowable release rate for the design storm is a function of the historic (pre-developed) run-off rates. Excess volumes generated by the new residential buildings, driveways, sidewalk and curb and gutter, landscape, and paved street areas will be discharged into the stormwater detention and infiltration facilities. The increased run-off volumes will be retained on-site as directed in the City's Storm Water Management Policy.

C. Summary

A summary of the drainage information developed for this project is as follows:

Drainage Area	Acres	Historical Runoff (cfs)	Developed Runoff (cfs)
1	3.46	0.55	0.94
2	3.80	0.60	1.07
3	2.31	0.37	0.69
4	0.26	0.04	0.12
Totals	9.83	1.56	2.82

1. Historic run-off flow rate for that portion of the subdivision which will be developed from a 10-year, 2-hour storm is 1.56 cubic feet per second (cfs).
2. The developed run-off flow rate for a 10-year, 2-hour storm for the developed portion of the subdivision will be 2.82 cfs.
3. The detention and infiltration facility are sized to detain and infiltrate 100% of the run-off flow rate from a 25-year, 2-hour storm. The uncaptured run-off flow rate will be the same which is significantly less than the historic run-off flow rate, thereby complying with the City of Cody's storm drainage policy.
4. The detention and infiltration facilities for the developed run-off for this site will allow infiltration into the sandy gravel subsoils in three locations, otherwise known as "Cody Cobles". These facilities are designed to detain and infiltrate the run-off flow rates of a 25-year, 2-hour storm event per the City of Cody's storm drainage policy.

II. **SUPPORTING DOCUMENTATION**

A. Project Development

Average run-off coefficients were determined by multiplying the surface run-off coefficient by the area of each individual surface. These products were summed and divided by the total development area. The run-off coefficients for the surfaces in this project were taken from data in the City of Cody Storm Water Management Policy and Urban Storm Drainage Criteria Manual, a copy of which is included in the appendix.

B. Historic Run-Off – 10 Year, 2 Hour Storm Event

Surface Area "H-1": 3.46 Acres, Lots 1-9 and northern portion of Songbird Court

Longest Travel Distance (ground) = 1125 ft.

Ground Elevation Difference (5066.75-5057.99) = 8.76 ft.

Ground Slope, S = Elev./Dist. = 0.78 %

$C_{ave} = 0.30$ (light veg)
 $t_c = 49.8$ mins; (see T_c graph attached)

10-year, 2-hour storm Flow Rate:
Rainfall Intensity, $I = 0.53$ inches/hour
 $Q = C_{ave}IA = 0.30 (0.53) 3.46 = 0.55$ cfs

Surface Area "H-2"; 3.80 Acres, Lots 10-19 and southern portion of Songbird Court

Longest Travel Distance (ground) = 1160 ft.
Ground Elevation Difference (5066.48-5058.39) = 8.09 ft.
Ground Slope, $S = \text{Elev./Dist.} = 0.70\%$
 $C_{ave} = 0.30$ (light veg)
 $t_c = 58.0$ mins; (see T_c graph attached)

10-year, 2-hour storm Flow Rate:
Rainfall Intensity, $I = 0.53$ inches/hour
 $Q = C_{ave}IA = 0.30 (0.53) 3.80 = 0.60$ cfs

Surface Area "H-3"; 2.31 Acres, Lots 20-27 and corresponding portion of Singing Lark Court

Longest Travel Distance (ground) = 415 ft.
Ground Elevation Difference (5058.39-5055.89) = 2.5 ft.
Ground Slope, $S = \text{Elev./Dist.} = 0.60\%$
 $C_{ave} = 0.30$ (light veg)
 $t_c = 37.4$ mins; (see T_c graph attached)

10-year, 2-hour storm Flow Rate:
Rainfall Intensity, $I = 0.53$ inches/hour
 $Q = C_{ave}IA = 0.30 (0.53) 2.31 = 0.37$ cfs

Surface Area "H-4"; 0.26 Acres, Lot 28 and balance of Singing Lark Court

Longest Travel Distance (ground) = 280 ft.
Ground Elevation Difference (5058.95-5056.75) = 2.20 ft.
Ground Slope, $S = \text{Elev./Dist.} = 0.79\%$
 $C_{ave} = 0.30$ (light veg)
 $t_c = 27.3$ mins; (see T_c graph attached)

10-year, 2-hour storm Flow Rate:
Rainfall Intensity, $I = 0.53$ inches/hour
 $Q = C_{ave}IA = 0.30 (0.53) 0.26 = 0.04$ cfs

Historic Run-off – 10 Year, 2 Hour Storm Event:

$H_{total} = (H-1)+(H-2)+(H-3)+(H-4)$
 $H_{total} = 0.55+0.60+0.37+0.04=1.56$ cfs

C. Developed Run-off – 10 Year, 2 Hour Storm Event

Basin “D-1”:

Roofs	= 0.78 acres x 0.95 = 0.74
Driveways	= 0.21 acres x 0.95 = 0.20
ST/C&G/SW	= 0.63 acres x 0.95 = 0.60
Lawn(85%)	= 1.56 acres x 0.08 = 0.12
Lt Veg(15%)	= 0.28 acres x 0.30 = 0.08
Total	= 3.46 acres = 1.74

Longest Travel Distance (ground) = 1230 ft.

Ground Elevation Difference (5066.75 – 5057.99) = 8.76 ft.

Ground Slope, S = Elev./Dist. = 0.71%

$C_{ave} = 0.50$

$t_c = 45.3$ mins; (see T_c graph attached)

10-year, 2 Hour Storm Event:

Rainfall Intensity, I = 0.53 inches/hour

$Q_{dev} = C_{ave}IA = 0.50 (0.53) 3.46 = 0.92$ cfs (total run-off)

$Q_{hist} = C_{ave}IA = 0.30 (0.53) 3.46 = 0.55$ cfs

$Q_{ret} = Q_{dev} - Q_{hist} = 0.92 - 0.55 = 0.37$ cfs (minimum retained run-off)

The discharged flows are as follows

- Lot improvements flow to the street.
- Lots, sidewalk, curb and gutter and northern half of street paving flows to a detention and infiltration facility located on Lot 10.

Basin “D-2”:

Roofs	= 0.87 acres x 0.95 = 0.83
Driveways	= 0.23 acres x 0.95 = 0.22
ST/C&G/SW	= 0.78 acres x 0.95 = 0.74
Lawn(85%)	= 1.63 acres x 0.08 = 0.13
Lt Veg(15%)	= 0.29 acres x 0.30 = 0.09
Total	= 3.80 acres = 2.01

Longest Travel Distance (ground) = 1390 ft.

Elevation Difference (5066.48-5058.39) = 8.09 ft.

Slope, S = Elev./Dist. = 0.58%

$C_{ave} = 2.01/3.80 = 0.53$

$t_c = 43.5$ mins; (see T_c graph attached)

10-year, 2 Hour Storm Event:

Rainfall Intensity, I = 0.53 inches/hour

$Q_{dev} = C_{ave}IA = 0.53 (0.53) 3.80 = 1.07$ cfs (total run-off)

$Q_{hist} = C_{ave}IA = 0.30 (0.53) 3.80 = 0.60$ cfs

$Q_{ret} = Q_{dev} - Q_{hist} = 1.07 - 0.60 = 0.47$ cfs (minimum retained run-off)

The discharged flows are as follows

- Lot improvements flow to the street.
- Lots, sidewalk, curb and gutter and southern half of street paving flows to a detention and infiltration facility located on Lot 10.

Basin "D-3":

Roofs	= 0.59 acres x 0.95 = 0.56
Driveways	= 0.14 acres x 0.95 = 0.13
ST/C&G/SW	= 0.52 acres x 0.95 = 0.49
Lawn(85%)	= 0.90 acres x 0.08 = 0.07
Lt Veg(15%)	= 0.16 acres x 0.30 = 0.05
Total	= 2.31 acres = 1.30

Longest Travel Distance (ground) = 223 ft.

Elevation Difference (5057.13-5056.26) = 0.87 ft.

Slope, S = Elev./Dist. = 0.39%

$C_{ave} = 1.30/2.31 = 0.56$

$t_c = 17.7$ mins; (see Tc graph attached)

10-year, 2 Hour Storm Event:

Rainfall Intensity, I = 0.53 inches/hour

$Q_{dev} = C_{ave}IA = 0.56 (0.53) 2.31 = 0.69$ cfs (total run-off)

$Q_{hist} = C_{ave}IA = 0.30 (0.53) 2.31 = 0.37$ cfs

$Q_{ret} = Q_{dev} - Q_{hist} = 0.69 - 0.32 = 0.38$ cfs (minimum retained run-off)

The discharged flows are as follows:

- Lot improvements sheet flow across the street.
- Lots, sidewalk, curb and gutter and street paving flows to a detention and infiltration facility located on Lot 24.

Basin "D-4":

Roofs	= 0.05 acres x 0.95 = 0.05
Driveways	= 0.01 acres x 0.95 = 0.01
ST/C&G/SW	= 0.16 acres x 0.95 = 0.15
Lawn(85%)	= 0.03 acres x 0.08 = 0.003
Lt Veg(15%)	= 0.01 acres x 0.30 = 0.003
Total	= 0.26 acres = 0.22

Longest Travel Distance (ground) = 1390 ft.

Elevation Difference (5066.48-5058.39) = 8.09 ft.

Slope, S = Elev./Dist. = 0.58%

$C_{ave} = 0.22/0.26 = 0.85$

$t_c = 17.8$ mins; (see Tc graph attached)

10-year, 2 Hour Storm Event:

Rainfall Intensity, I = 0.53 inches/hour

$Q_{dev} = C_{ave}IA = 0.85 (0.53) 0.26 = 0.12$ cfs (total run-off)

$$Q_{hist} = C_{ave}IA = 0.30 (0.53) 0.26 = 0.04 \text{ cfs}$$

$$Q_{ret} = Q_{dev} - Q_{hist} = 0.12 - 0.04 = 0.08 \text{ cfs (minimum retained run-off)}$$

The discharged flows are as follows:

- Lot improvements sheet flow across street.
- Lots, sidewalk, curb and gutter and street paving flows to a detention and infiltration facility located in the 26th Street R.O.W.

Developed Run-off – 10 Year, 2 Hour Storm Event:

$$\begin{aligned} \text{Total } Q_{dev} &= (D-1)+(D-2)+(D-3)+(D-4) \\ \text{Total } Q_{dev} &= 0.94+1.07+0.69+0.12=2.82 \text{ cfs} \end{aligned}$$

$$\text{Total } Q_{lots} = 0.55+0.61+0.37+0.04=1.56 \text{ cfs}$$

$$\text{Total } Q_{ret} = 2.82-1.56=1.26 \text{ cfs}$$

D: Developed Run-off – 25Year, 2 Hour Storm Event – Infiltration Design

<u>Basin “D-1”:</u>	Flows to Detention and Infiltration Facility Lot 10
Roofs	= 0.78 acres x 0.95 = 0.74
Driveways	= 0.21 acres x 0.95 = 0.20
ST/C&G/SW	= 0.63 acres x 0.95 = 0.60
Lawn(85%)	= 1.56 acres x 0.08 = 0.12
Lt Veg(15%)	= 0.28 acres x 0.30 = 0.08
Total	= 3.46 acres = 1.74

Longest Travel Distance (ground) = 1230 ft.

Ground Elevation Difference (5066.75 – 5057.99) = 8.76 ft.

Ground Slope, S = Elev./Dist. = 0.71%

$$C_{ave} = 1.74/3.46=0.50$$

t_c = 12.1 mins; (see Tc graph attached)

25-year, 2 Hour Storm Event:

Rainfall Intensity, I = 0.66 inches/hour

$$Q = C_{ave}IA = 0.50 (0.66) 3.46 = 1.14 \text{ cfs}$$

<u>Basin “D-2”:</u>	Flows to Detention and Infiltration Facility Lot 10
Roofs	= 0.87 acres x 0.95 = 0.83
Driveways	= 0.23 acres x 0.95 = 0.22
ST/C&G/SW	= 0.78 acres x 0.95 = 0.74
Lawn(85%)	= 1.63 acres x 0.08 = 0.13
Lt Veg(15%)	= 0.29 acres x 0.30 = 0.09
Total	= 3.80 acres = 2.01

Longest Travel Distance (ground) = 1390 ft.
 Elevation Difference (5066.48-5058.39) = 8.09 ft.
 Slope, S = Elev./Dist. = 0.58%
 $C_{ave} = 2.01/3.80 = 0.53$
 $t_c = 2.2$ mins; (see Tc graph attached)

25-year, 2-hour Storm Event:
 Rainfall Intensity, I = 0.66 inches/hour
 $Q = C_{ave}IA = 0.53 (0.66) 3.80 = 1.33$ cfs

Basin "D-3":

Flows to Detention and Infiltration Facility Lot 24

Roofs	= 0.59 acres x 0.95 = 0.56
Driveways	= 0.14 acres x 0.95 = 0.13
ST/C&G/SW	= 0.52 acres x 0.95 = 0.49
Lawn(85%)	= 0.90 acres x 0.08 = 0.07
Lt Veg(15%)	= 0.16 acres x 0.30 = 0.05
Total	= 2.31 acres = 1.30

Longest Travel Distance (ground) = 223 ft.
 Elevation Difference (5057.13-5056.26) = 0.87 ft.
 Slope, S = Elev./Dist. = 0.39%
 $C_{ave} = 1.30/2.30 = 0.56$
 $t_c = 2.2$ mins; (see Tc graph attached)

25-year, 2-hour Storm Event:
 Rainfall Intensity, I = 0.62 inches/hour
 $Q = C_{ave}IA = 0.56 (0.66) 2.31 = 0.85$ cfs

Basin "D-4":

Flows to Infiltration Facility at NE end of Singing Lark Court and 26th Street

Roofs	= 0.05 acres x 0.95 = 0.05
Driveways	= 0.01 acres x 0.95 = 0.01
ST/C&G/SW	= 0.16 acres x 0.95 = 0.15
Lawn(85%)	= 0.03 acres x 0.08 = 0.003
Lt Veg(15%)	= 0.01 acres x 0.30 = 0.003
Total	= 0.26 acres = 0.22

Longest Travel Distance (ground) = 1390 ft.
 Elevation Difference (5066.48-5058.39) = 8.09 ft.
 Slope, S = Elev./Dist. = 0.58%
 $C_{ave} = 0.22/0.26 = 0.85$
 $t_c = 2.2$ mins; (see Tc graph attached)

25-year, 2-hour Storm Event:
 Rainfall Intensity, I = 0.62 inches/hour
 $Q = C_{ave}IA = 0.85 (0.66) 0.26 = 0.15$ cfs

E. References

ASCE - Urban Run-off Quality Management - Manual #87; 1998; Pg. 203-210

Stormwater - BMP & Detention for Water Quality, Drainage, and CSO Management; Urbonas/Stahre; 1993; Pg. 241-247

Urban Storm Drainage - Criteria Manual - Vol. 1 & 2; Denver Regional Council of Governments; Wright-McLaughlin; 2000

Water Resources Engineering - 4th Edition; Linsley; 1992

A Hydrology Primer, CE News; Roy D. Dodson, PE; January 1999

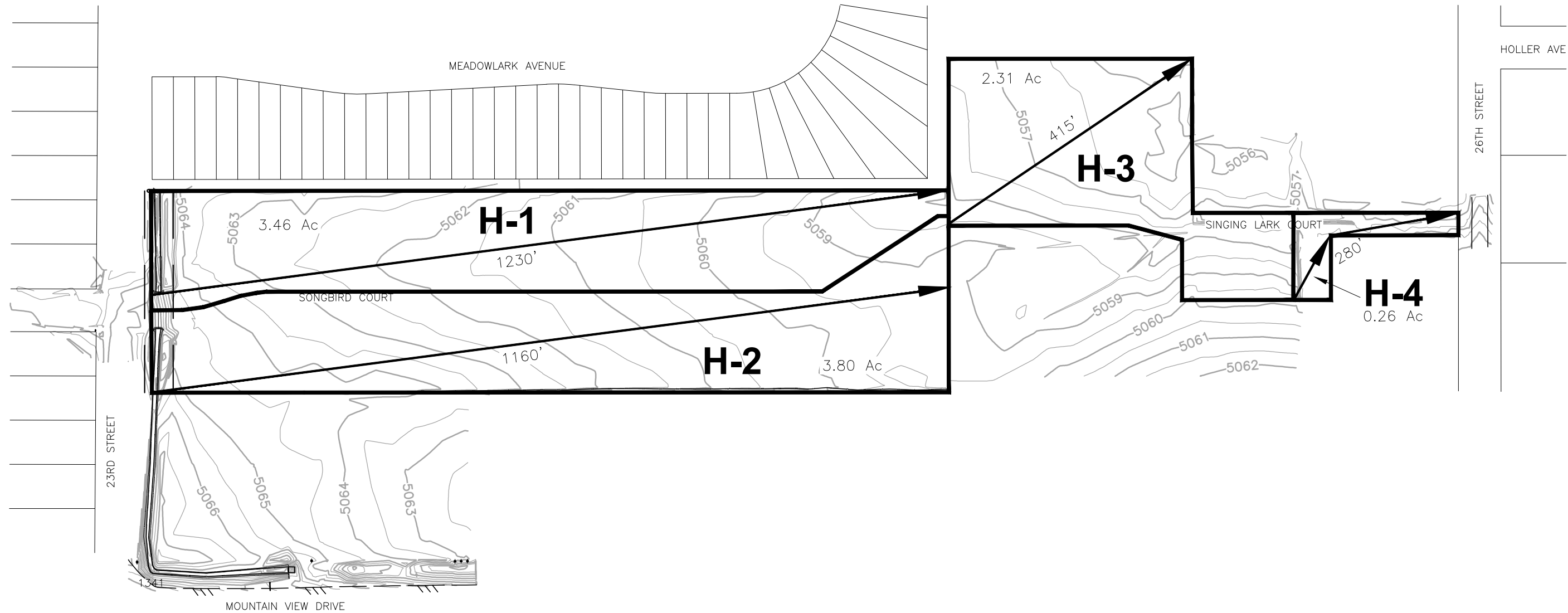
Inlet Grate Capacities for Gutter Flow and Ponded Water; Neenah Foundry Company; October 1999

Cody Storm Water Management Policy; City of Cody; 2003

III. ATTACHMENTS

- Plan Sheet 1 – Historic Plan
- Plan Sheet 2 – Developed Plan
- Plan Sheets 3 - 5 – Roadway Plans
- Plan Sheet 6 – Perc Trench Details
- Perc Trench Worksheets
- T_c Graphs
- Developed Area Quantities
- Appendix A – NOAA Precipitation and Intensity Table
- Appendix B – Run-off Coefficients for Rational Method

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					JOB NO. 21042.00
05/09/23	EDITS	HNM	BJR	BJR	FIELD BOOK NO. 593
01/20/23	ORIGINAL DRAWING	MLC	BJR	BJR	

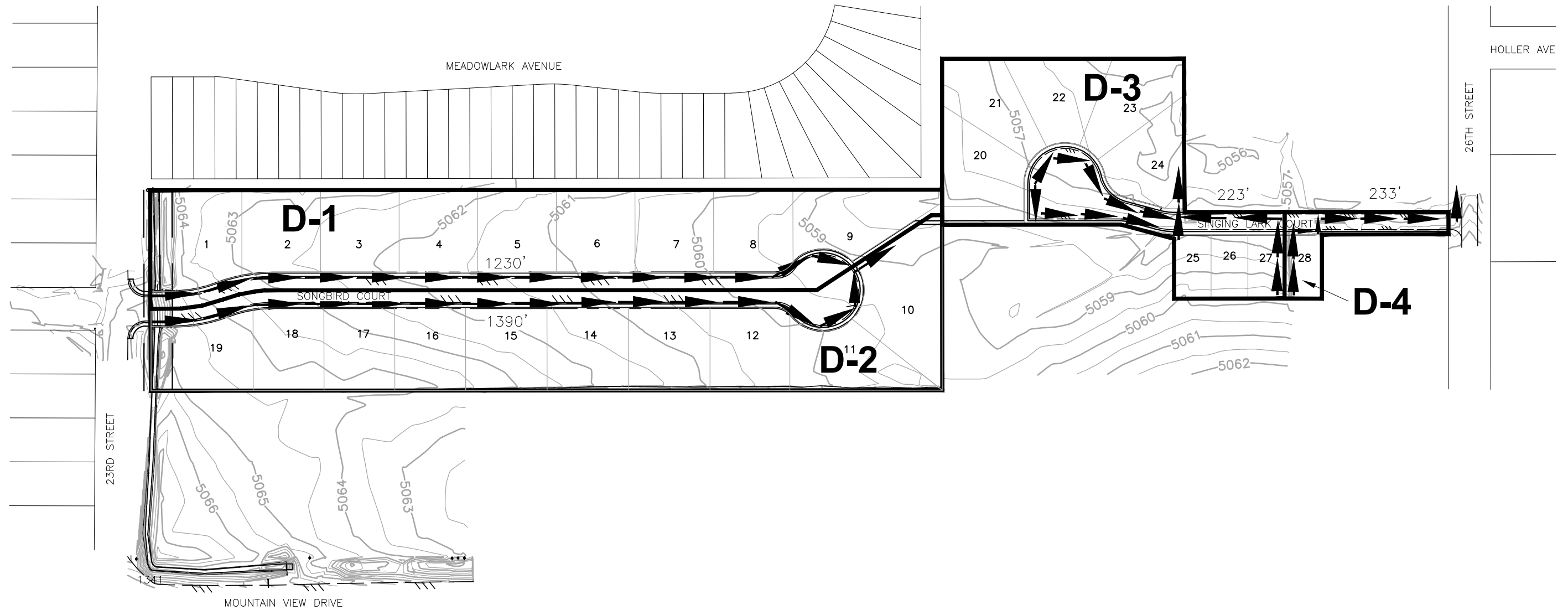


ENGINEERING ASSOCIATES – CODY, WYOMING
CONSULTING ENGINEERS & SURVEYORS

OWNER:
MEADOWLARK MEADOWS, LLC

PROJECT: DRAINAGE REPORT
TITLE: HISTORIC DRAINAGE

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DATE	DRAWING LOG	BY	CHECKED	APPROVED	DRAWN BY: MLC
					JOB NO. 21042.00
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01/20/23	ORIGINAL DRAWING	MLC	BJR	BJR	

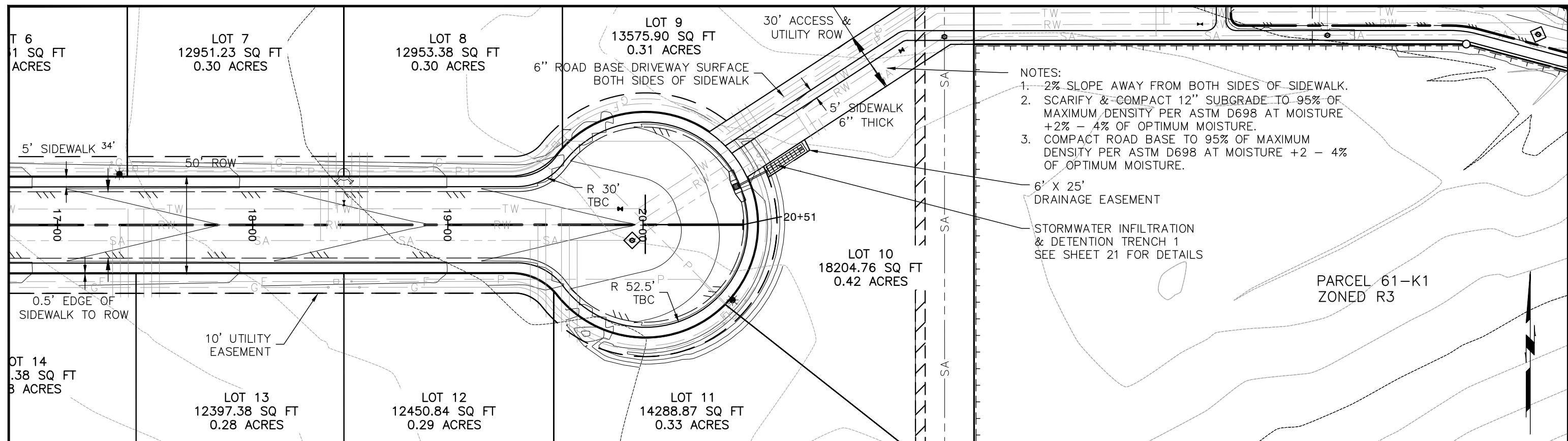


ENGINEERING ASSOCIATES – CODY, WYOMING
CONSULTING ENGINEERS & SURVEYORS

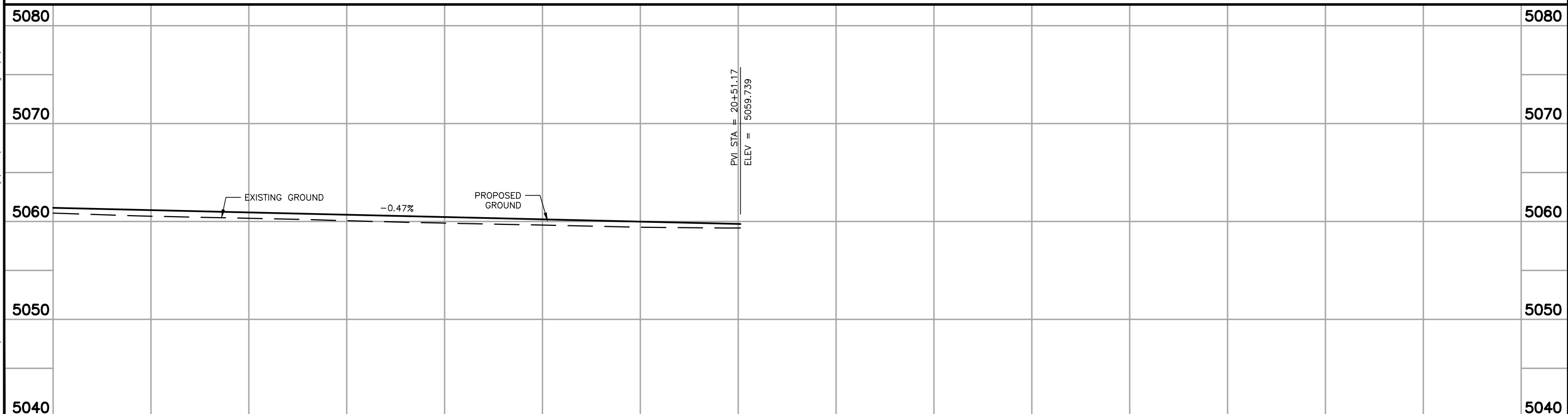
OWNER:
MEADOWLARK MEADOWS, LLC.


PROJECT: DRAINAGE REPORT
TITLE: DEVELOPED DRAINAGE

D-2

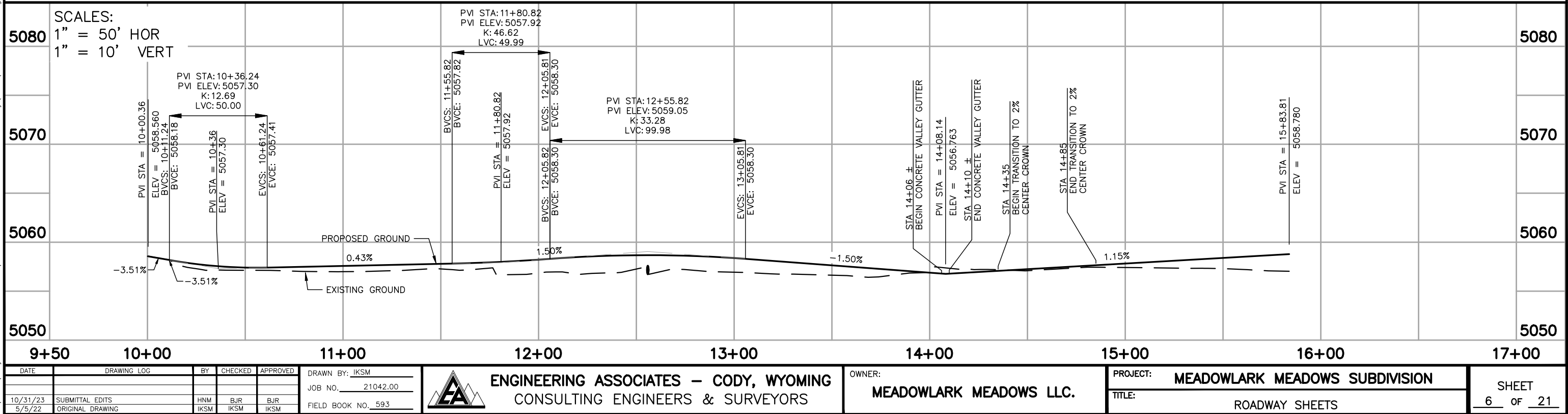
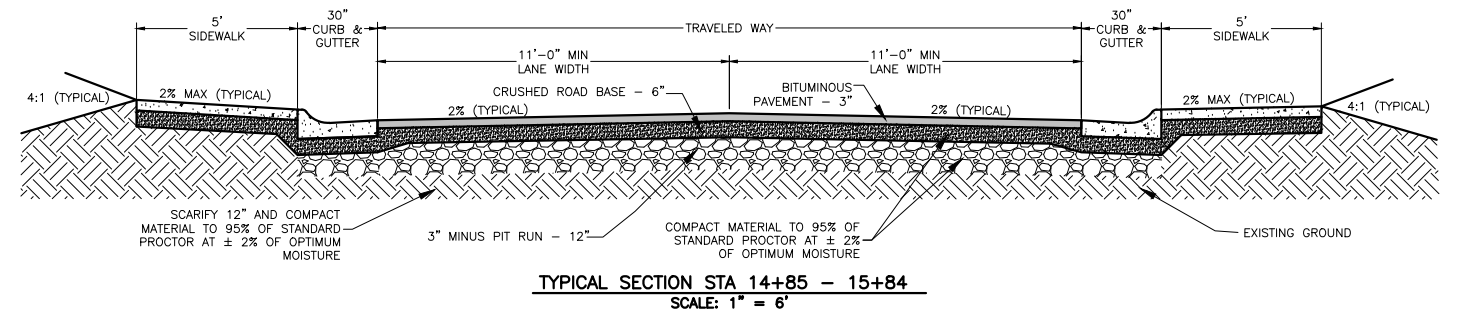
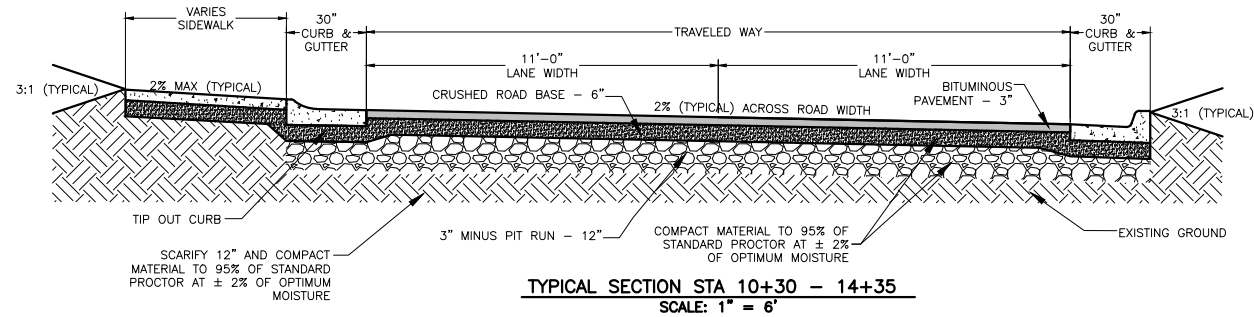
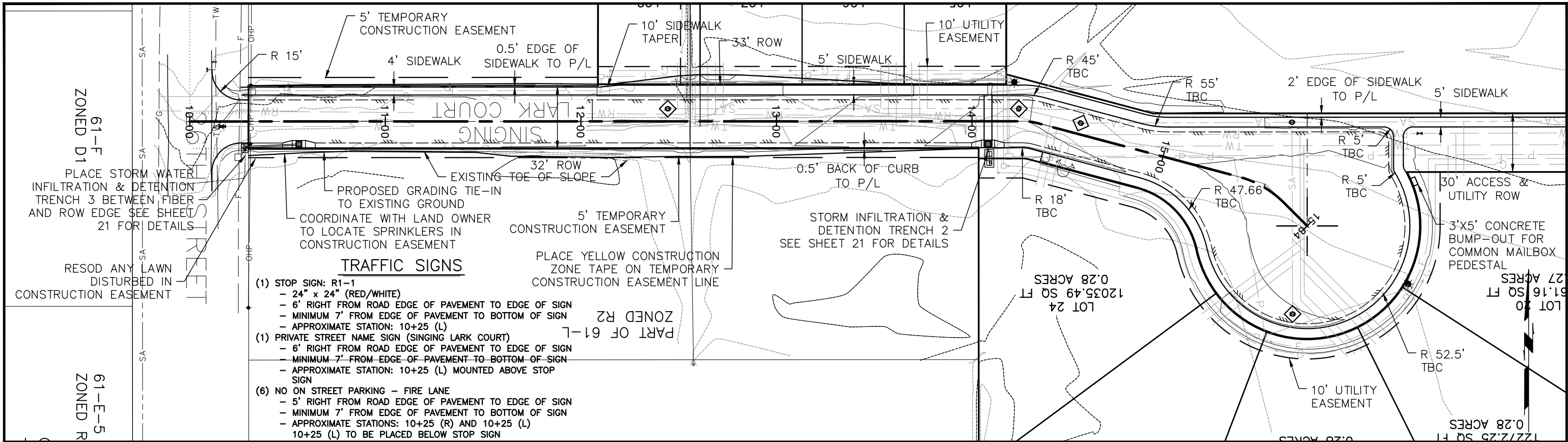


SCALES:
1" = 50' HOR
1" = 10' VERT

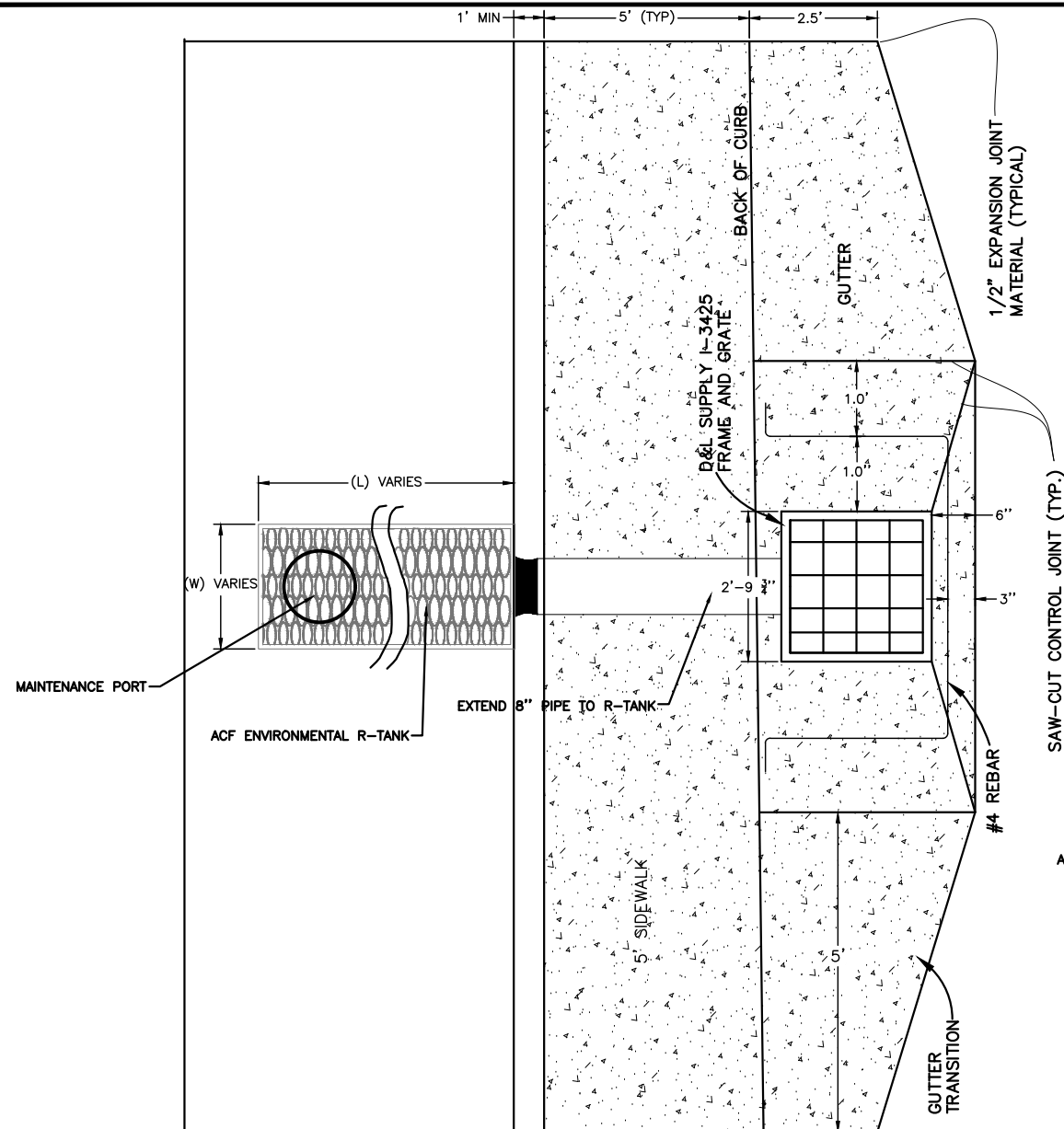


17+00					18+00					19+00					20+00					21+00					22+00					23+00					24+00					24+50									
DATE	DRAWING LOG				BY	CHECKED	APPROVED	DRAWN BY: IKSM								ENGINEERING ASSOCIATES – CODY, WYOMING										OWNER:	PROJECT: MEADOWLARK MEADOWS SUBDIVISION										SHEET 5 OF 21												
								JOB NO. 21042.00								CONSULTING ENGINEERS & SURVEYORS											MEADOWLARK MEADOWS LLC.															TITLE: ROADWAY SHEETS							
10/31/23	SUBMITTAL EDITS				HNM	BJR	BJR	FIELD BOOK NO. 593																																									
5/5/22	ORIGINAL DRAWING				IKSM	IKSM	IKSM																																										

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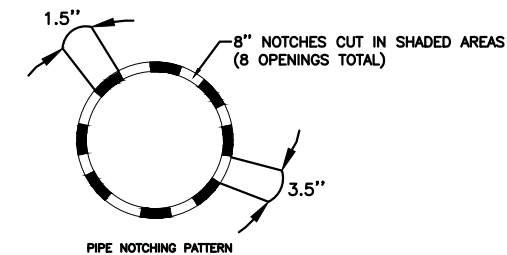
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NOTES

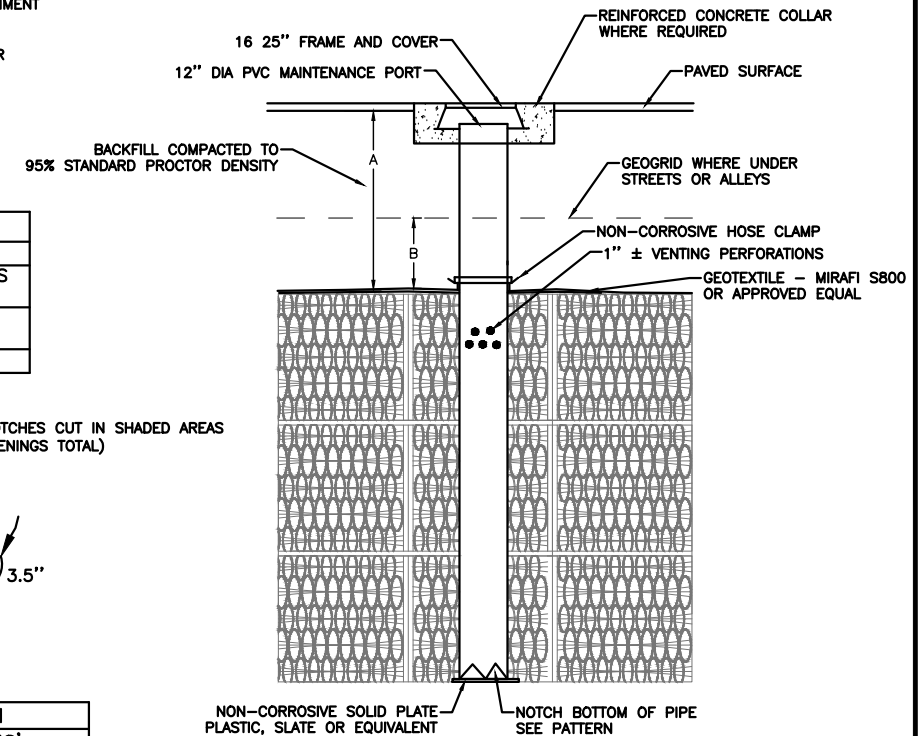
1. THIS PORT IS USED TO PUMP WATER INTO THE SYSTEM AND RE-SUSPEND ACCUMULATED SEDIMENT SO THAT IT MAY BE PUMPED OUT.
2. MINIMUM REQUIRED MAINTENANCE INCLUDES A QUARTERLY INSPECTION DURING THE FIRST YEAR OF OPERATION AND A YEARLY INSPECTION THEREAFTER. FLUSH AS NEEDED.
3. ONLY R-TANK^{HD} AND R-TANK^{SD} MAY BE USED IN TRAFFIC APPLICATIONS.

DEPTH SUMMARY		
TYPE	A	B
R-TANK	12" MIN-36" MAX	AS SHOWN ON PLANS
R-TANK ^{HD}	20" MIN - 6.99' MAX	12"
R-TANK ^{SD}	18" MIN - 9.99' MAX	12"

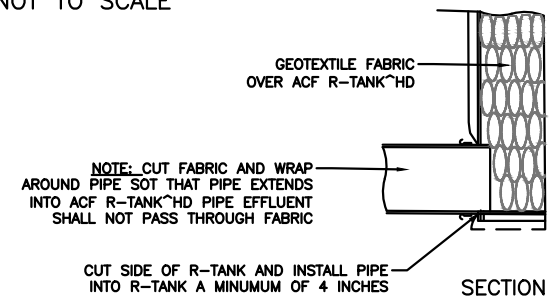
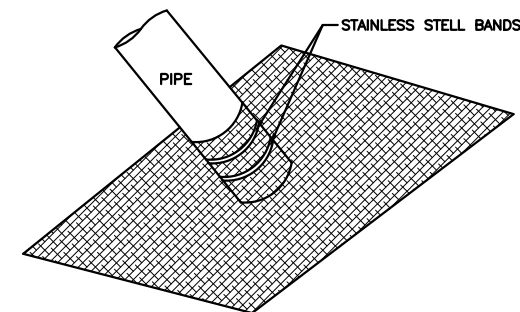


PERC TRENCH	K	L	W	H
1	16.5'	21.11'	3.84'	5.58'
2	20'	7.04'	2.63'	5.58'
3	SEE NOTE 1	2.35'	1.31'	4.20'

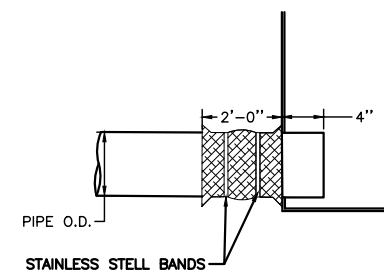
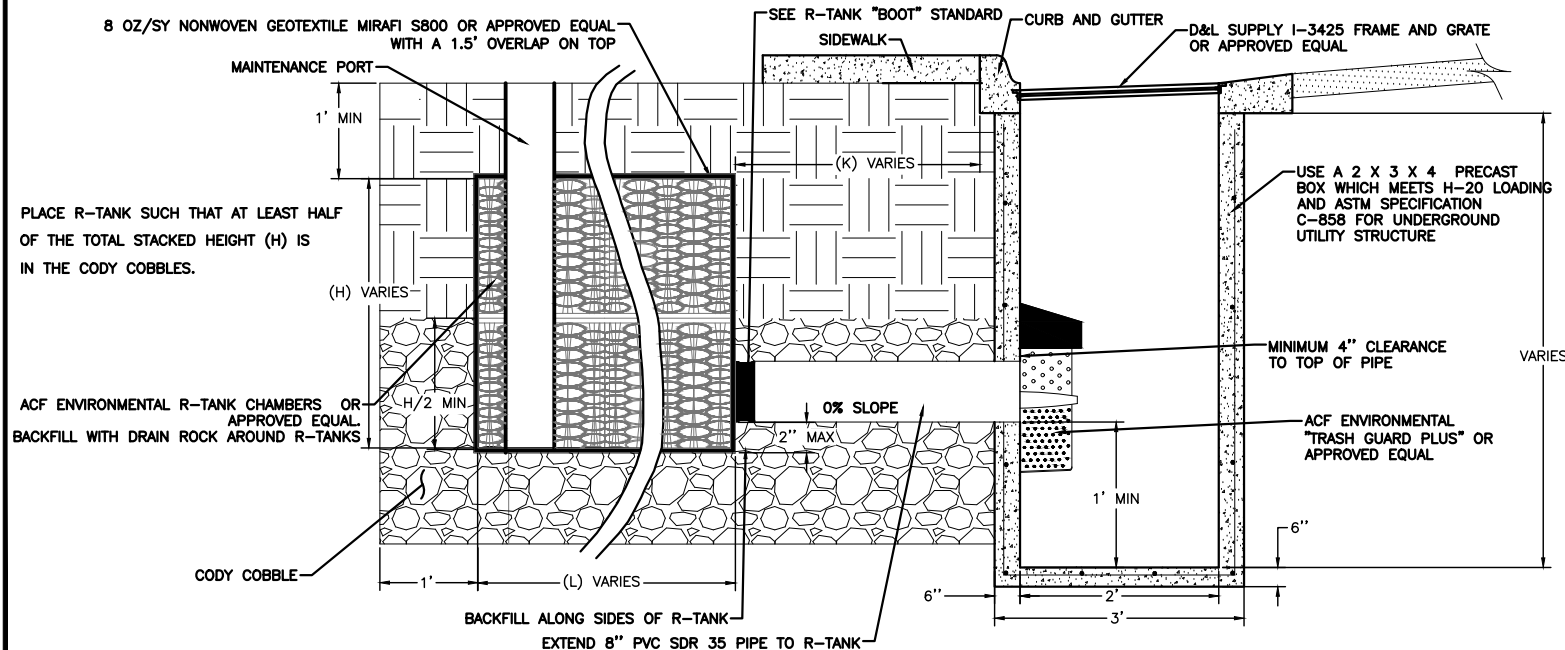
NOTE 1: PIPE FROM DROP INLET TO R-TANK TO EXIT SIDE OF DROP INLET AND RUN PARALLEL TO CURB & GUTTER AND ENTER SIDE OF R-TANK APPROXIMATELY 26'.



MAINTENACNE PORT NOT TO SCALE

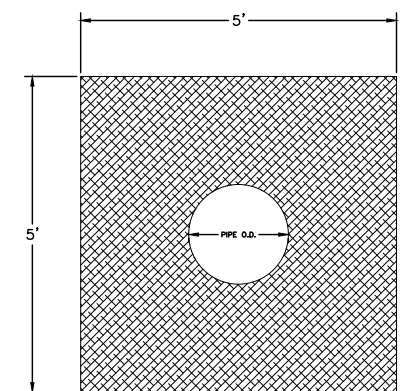


- 8 OZ/SY NONWOVEN GEOTEXTILE MIRAFI S800 OR APPROVED EQUAL WITH 1.5' OVERLAP
- FABRIC COLLAR TO FIT OUTSIDE DIAMETER OF INLET/OUTLET PIPE



SIDE VIEW

R-TANK PIPE BOOT NOT TO SCALE



FRONT VIEW

DATE	DRAWING LOG	BY	CHECKED	APPROVED	DRAWN BY: IKSM
10/31/23	SUBMITTAL EDITS	HNM	BJR	BJR	JOB NO. 21042.00
5/5/22	ORIGINAL DRAWING	IKSM	IKSM	IKSM	FIELD BOOK NO. 593



ENGINEERING ASSOCIATES – CODY, WYOMING
CONSULTING ENGINEERS & SURVEYORS

OWNER:
MEADOWLARK MEADOWS LLC.

PROJECT: MEADOWLARK MEADOWS SUBDIVISION
TITLE: STORM WATER DETAILS

SHEET
21 OF 21

**Webster Subdivision
CODY, WY
Surface Percolation Trench Sizing**

Areas D-1 & D-2

Project No. 21042

YELLOW - INPUT FIELDS

Area = 7.26 ac
C = 0.52 weighted average
I = 0.66 in/hr (25-yr, 2-hr storm)

Pit Dimensions:

W = 3.94 ft
H = 5.58 ft 2.79 Depth in Cody Cobbles (ft)
L = 21.11 ft Pit size to be used = 4 x 6 x 25 ft

Percolation Outflow Rate $Q = k \times H/2 \times (L+W)^2$:

[1/2 wall perc only]

k = 0.024 ft/sec (hydraulic conductivity)

[based on existing soil type]

Q = 3.355 cf/sec

Porosity = 0.95 R-Tank - ACF Environmental

[Per Manufacturer]

STORM DURATION (MIN)	25-YR RAINFALL INTENSITY (IN/HR)	RUNOFF VOLUME (CF) ¹	OUTFLOW VOLUME (CF) ²	VOLUME STORED (CF) ³	NEEDED TRENCH VOLUME (CF) ⁴	NEEDED TRENCH LENGTH (FT) ⁵
5	4.18	4702.5	1006.4	3696.1	3890.6	177.1
10	3.24	7290.0	2012.8	5277.2	5554.9	253
15	2.74	9247.5	3019.2	6228.3	6556.1	298
30	1.90	12825.0	6038.5	6786.5	7143.7	325
60	1.20	16200.0	12076.9	4123.1	4340.1	198
120	0.66	17820.0	24153.8	-6333.8	-6667.2	-303

¹Runoff Volume = $(K \times \text{Cave} \times I \times A) \times \text{Storm Duration} \times 60$

[based on City's trapezoid area for modified rational calculation.]

²Outflow Volume = $Q \times \text{Storm Duration} \times 60$

³Volume Stored = Runoff Volume - Outflow Volume

⁴Needed Trench Volume = Volume Stored/Porosity

⁵Needed Trench Length = Needed Trench Volume/(H x W)

Reference: URBAN RUNOFF QUALITY MANAGEMENT - ASCE - MANUAL NO. 87, 1998
Pages 203 - 210

**Webster Subdivision
CODY, WY
Surface Percolation Trench Sizing**

Area D-3

Project No. 21042

YELLOW - INPUT FIELDS

Area = 2.31 ac
C = 0.56 weighted average
I = 0.66 in/hr (25-yr, 2-hr storm)

Pit Dimensions:

W = 2.63 ft
H = 5.58 ft 2.79 Depth in Cody Cobbles (ft)
L = 7.038 ft Pit size to be used = 3 x 6 x 8 ft

Percolation Outflow Rate $Q = k \times H/2 \times (L+W)^2$:

[1/2 wall perc only]

k = 0.024 ft/sec (hydraulic conductivity)

[based on existing soil type]

Q = 1.294 cf/sec

Porosity = 0.95 R-Tank - ACF Environmental

[Per Manufacturer]

STORM DURATION (MIN)	25-YR RAINFALL INTENSITY (IN/HR)	RUNOFF VOLUME (CF) ¹	OUTFLOW VOLUME (CF) ²	VOLUME STORED (CF) ³	NEEDED TRENCH VOLUME (CF) ⁴	NEEDED TRENCH LENGTH (FT) ⁵
5	4.18	1622.2	388.2	1234.0	1298.9	88.7
10	3.24	2514.8	776.4	1738.4	1829.8	125
15	2.74	3190.0	1164.6	2025.4	2132.0	146
30	1.90	4424.1	2329.2	2094.9	2205.2	151
60	1.20	5588.4	4658.4	929.9	978.9	67
120	0.66	6147.2	9316.8	-3169.6	-3336.4	-228

¹Runoff Volume = (K x Cave x I x A) x Storm Duration x 60

[based on City's trapezoid area for modified rational calculation.]

²Outflow Volume = Q x Storm Duration x 60

³Volume Stored = Runoff Volume - Outflow Volume

⁴Needed Trench Volume = Volume Stored/Porosity

⁵Needed Trench Length = Needed Trench Volume/(H x W)

Reference: URBAN RUNOFF QUALITY MANAGEMENT - ASCE - MANUAL NO. 87, 1998
Pages 203 - 210

**Webster Subdivision
CODY, WY
Surface Percolation Trench Sizing**

Area D-4

Project No. 21042

YELLOW - INPUT FIELDS

Area = 0.26 ac
C = 0.85 weighted average
I = 0.66 in/hr (25-yr, 2-hr storm)

Pit Dimensions:

W = 1.31 ft
H = 4.2 ft 2.1 Depth in Cody Cobbles (ft)
L = 2.346 ft Pit size to be used = 2 x 6 x 3 ft

Percolation Outflow Rate $Q = k \times H/2 \times (L+W)/2$:

[1/2 wall perc only]

k = 0.024 ft/sec (hydraulic conductivity)

[based on existing soil type]

Q = 0.369 cf/sec

Porosity = 0.95 R-Tank - ACF Environmental

[Per Manufacturer]

STORM DURATION (MIN)	25-YR RAINFALL INTENSITY (IN/HR)	RUNOFF VOLUME (CF) ¹	OUTFLOW VOLUME (CF) ²	VOLUME STORED (CF) ³	NEEDED TRENCH VOLUME (CF) ⁴	NEEDED TRENCH LENGTH (FT) ⁵
5	4.18	277.1	110.6	166.5	175.3	31.8
10	3.24	429.6	221.3	208.4	219.3	40
15	2.74	545.0	331.9	213.1	224.3	41
30	1.90	755.8	663.8	92.1	96.9	18
60	1.20	954.7	1327.5	-372.8	-392.4	-71
120	0.66	1050.2	2655.1	-1604.9	-1689.3	-306

¹Runoff Volume = (K x Cave x I x A) x Storm Duration x 60

[based on City's trapezoid area for modified rational calculation.]

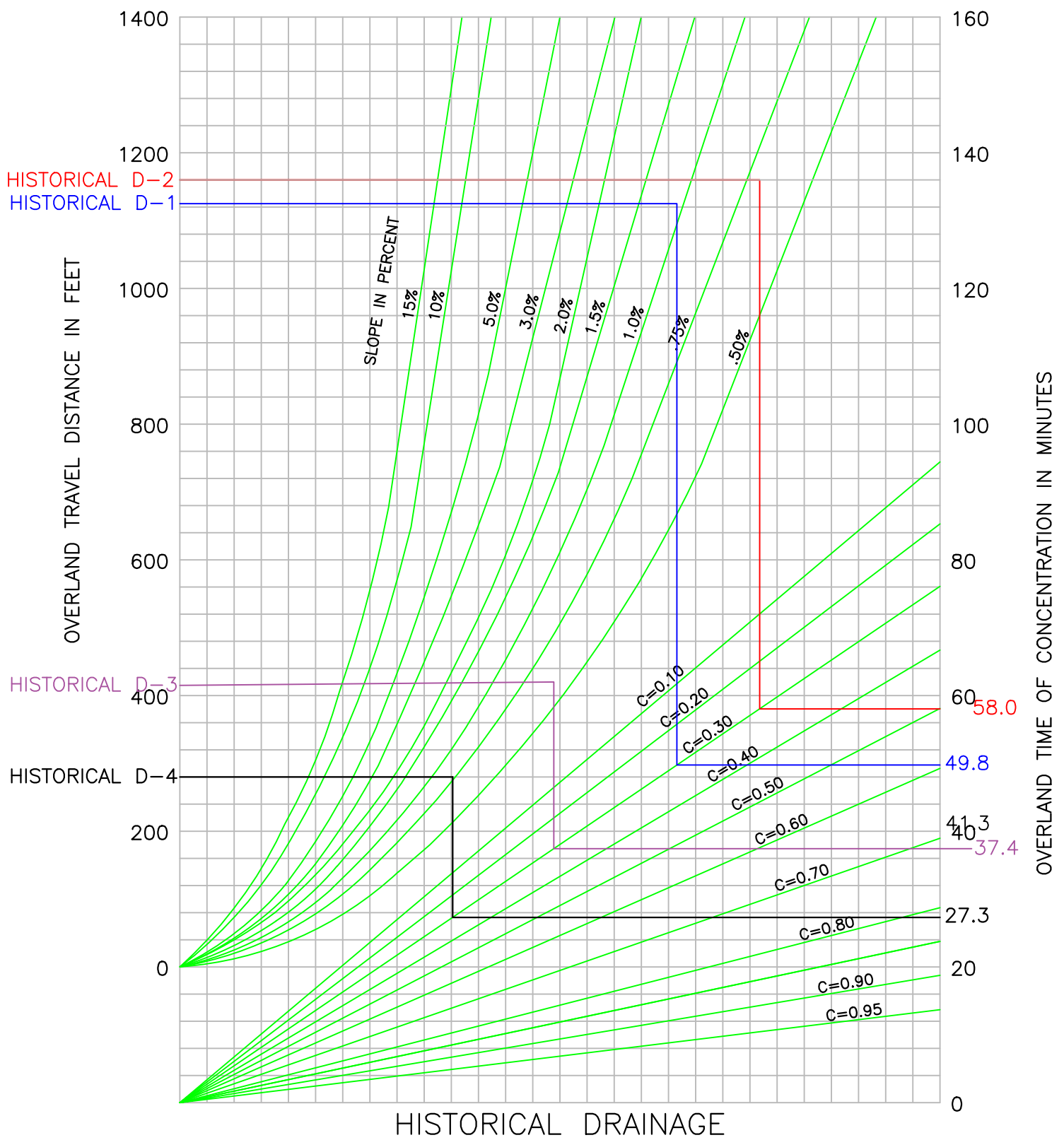
²Outflow Volume = Q x Storm Duration x 60

³Volume Stored = Runoff Volume - Outflow Volume

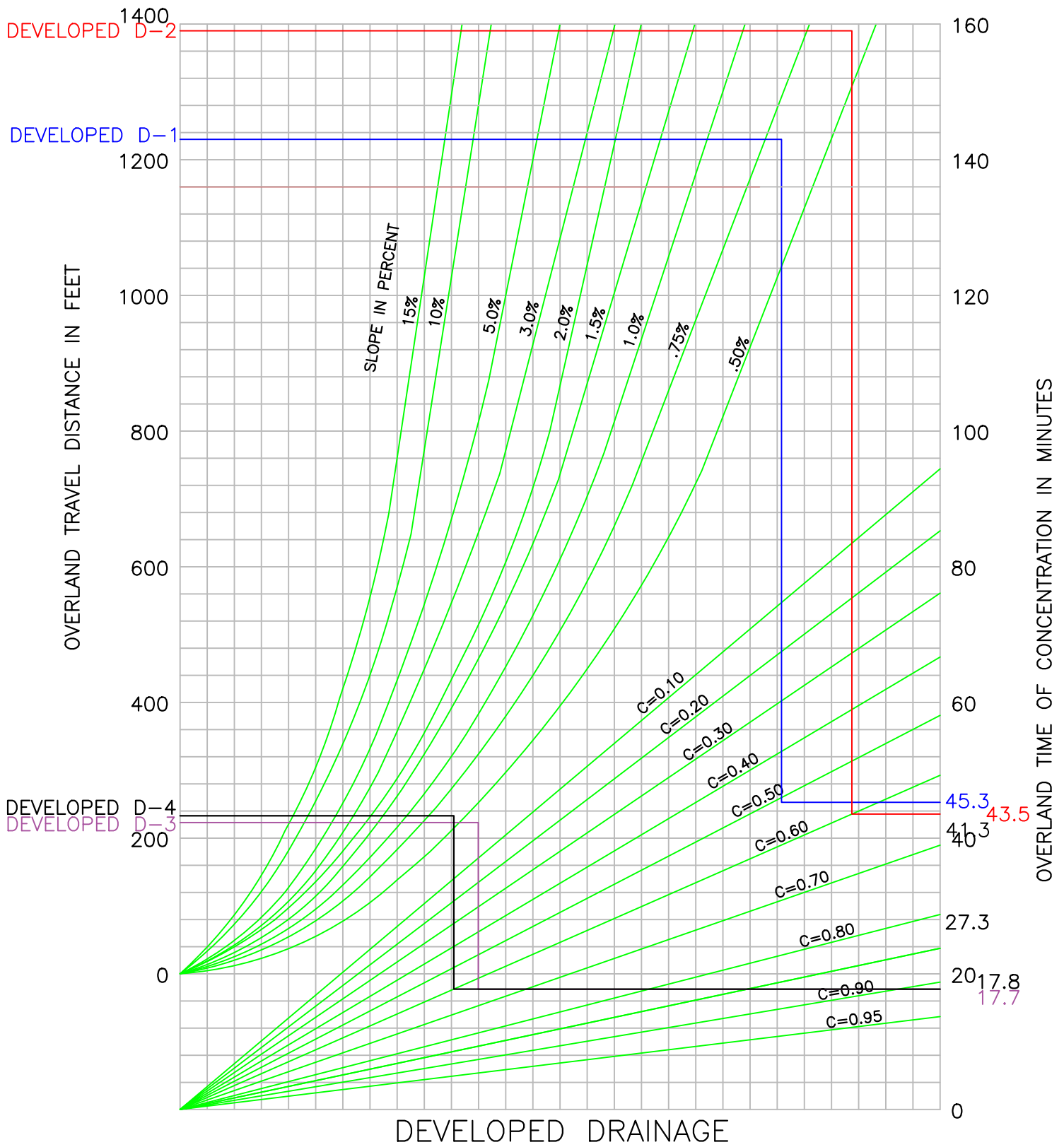
⁴Needed Trench Volume = Volume Stored/Porosity

⁵Needed Trench Length = Needed Trench Volume/(H x W)

Reference: URBAN RUNOFF QUALITY MANAGEMENT - ASCE - MANUAL NO. 87, 1998
Pages 203 - 210



HISTORIC "D-1"	49.8
HISTORIC "D-2"	58.0
HISTORIC "D-3"	37.4
HISTORIC "D-4"	27.3



DEVELOPED "D-1"	— 45.3
DEVELOPED "D-2"	— 43.5
DEVELOPED "D-3"	— 17.7
DEVELOPED "D-4"	— 17.8

APPENDIX A

PRECIPITATION (IN)

	2 yr	5yr	10yr	25 yr	50 yr	100 yr
5 min	0.15	0.23	0.28	0.35	0.41	0.46
10 min	0.23	0.36	0.43	0.54	0.63	0.71
15 min	0.30	0.46	0.54	0.68	0.80	0.90
30 min	0.41	0.63	0.75	0.95	1.11	1.25
1 hr	0.52	0.80	0.95	1.20	1.40	1.58
2 hr	0.60	0.89	1.05	1.31	1.51	1.70
3 hr	0.67	0.96	1.14	1.41	1.61	1.80
6 hr	0.85	1.15	1.35	1.65	1.85	2.05
12 hr	1.08	1.43	1.68	2.03	2.28	2.53
24 hr	1.30	1.70	2.00	2.40	2.70	3.00

INTENSITY (IN/HR)

	2 yr	5yr	10yr	25 yr	50 yr	100 yr
5 min	1.81	2.78	3.31	4.18	4.87	5.50
10 min	1.40	2.16	2.57	3.24	3.78	4.27
15 min	1.19	1.82	2.17	2.74	3.19	3.60
30 min	0.82	1.26	1.50	1.90	2.21	2.50
1 hr	0.52	0.80	0.95	1.20	1.40	1.58
2 hr	0.30	0.44	0.53	0.66	0.76	0.85
3 hr	0.22	0.32	0.38	0.47	0.54	0.60
6 hr	0.14	0.19	0.23	0.28	0.31	0.34
12 hr	0.09	0.12	0.14	0.17	0.19	0.21
24 hr	0.05	0.07	0.08	0.10	0.11	0.13

Developed from NOAA Atlas 2, Precipitation Frequency Analysis of the Western United States, 1973

precipitation data

10/5/2005

APPENDIX B

Runoff Coefficients for Rational Method

<u>Surface</u>		<u>Value</u>
Asphalt		0.70 – 0.95
Brick		0.70 – 0.85
Concrete		0.80 – 0.95
Well Drained Lawn	Flat <2%	0.05 – 0.10
	Average 2% - 7%	0.10 – 0.15
	Steep >7%	0.15 – 0.20
Poorly Drained Lawn	Flat <2%	0.13 – 0.17
	Average 2% - 7%	0.18 – 0.22
	Steep >7%	0.25 – 0.35
Unimproved Areas		0.10 – 0.30

Other values should be determined using good engineering judgment.

APPENDIX B

Recommended runoff coefficients taken from the Urban Storm Drainage Criteria Manual by permission of the Urban Drainage and Flood Control District.

Land Use or Surface Characteristics	Frequency <u>10yr</u>	<u>100yr</u>
<u>Business:</u>		
Commercial Areas	0.88	0.89
Neighborhood Areas	0.70	0.80
<u>Residential:</u>		
Single-Family	0.50	0.60
Multi-Unit (detached)	0.60	0.70
Multi-Unit (attached)	0.70	0.80
½ Acre Lot or Larger	0.40	0.60
Apartments	0.70	0.80
<u>Industrial:</u>		
Light Areas	0.76	0.82
Heavy Areas	0.85	0.90
<u>Parks, Cemeteries:</u>	0.25	0.45
<u>Playgrounds:</u>	0.30	0.50
<u>Schools:</u>	0.60	0.70
<u>Railroad Yard Areas:</u>	0.35	0.45
<u>Streets:</u>		
Paved	0.90	0.93
Gravel (Packed)	0.50	0.60
<u>Drive and Walks:</u>	0.88	0.89
<u>Roofs:</u>	0.90	0.90
<u>Lawns, Sandy Soil:</u>	0.05	0.20
<u>Lawns, Clayey Soil:</u>	0.25	0.50

NOTE: These Rational Formula coefficients may not be valid for large basins.
Other values should be determined using good engineering judgment.

*Board of Control*

2W, HERSCHLER BUILDING
CHEYENNE, WYOMING 82002

TELEPHONE NO. (307) 777-6178

CHERYL TIMM
ADJUDICATION OFFICER
EX OFFICIO SECRETARY

CORY RINEHART, P.G., SUPERINTENDENT
WATER DIVISION NO. 1
DAVID SCHROEDER, SUPERINTENDENT
WATER DIVISION NO. 2
JOSHUA FREDRICKSON, SUPERINTENDENT
WATER DIVISION NO. 3
KEVIN PAYNE, SUPERINTENDENT
WATER DIVISION NO. 4

December 14, 2023

Engineering Associates
Attn: Bret J. Reed, PE
P. O. Box 1900
Cody, WY, 82414

Re: BOC#2322-309-01-02: Meadowlark Meadows Authorizations to Detach Water Rights

Dear Mr. Reed:

This letter is in regard to the Authorizations for Detachment of Water Rights (ADWRs) from certain lands located in the Meadowlark Meadows Major Subdivision, receiving water from South Fork Shoshone River through the Cody Canal, Permit No. 1042, Proof No. 15401.

These instruments were filed on behalf of Meadowlark Meadows LLC and received by the State Board of Control on November 3, 2023. The State Board of Control discussed these Authorizations for Detachment of Water Rights during the special ADWR meeting on December 6, 2023 and voted to accept these ADWRs.

Please be advised that the grantees or their assignees have until **December 6, 2028** to petition the Board of Control for a change of place of use or change of use of the water rights authorized for detachment. If no petition is received within this five-year period, the Board of Control will enter an Order recording the voluntary abandonment of the water rights detached under these ADWRs.

Under Wyoming statute, a petition for change of use or place of use must demonstrate recent historic use, typically in the five-year period prior to acceptance of the ADWR. Further, acceptance of these ADWRs does not obligate the State Board of Control to grant a petition filed to change the detached portion of the appropriation.

Please note that the water right will remain in place until changed via petition or abandoned after the five-year period expires.

If you have any questions or we may be of further assistance in this matter please feel free to contact us.

Sincerely,



Karyl Tully
Assistant Administrator
karyl.tully@wyo.gov
307-777-6657

cc: Joshua Fredrickson, Superintendent
Division III

Philip Beamer, Assistant Superintendent
Division III

Jared Despain, Hydrographer/Commissioner
Division III, District 9

Meadowlark Meadows LLC
1226 11th Street
Cody, WY 82414

Cody Community Development Office
1338 Rumsey Avenue
Cody, WY 82414-3713

AGREEMENT TO COST-SHARE ON PUBLIC UTILITY IMPROVEMENTS

THE PARTIES to this AGREEMENT TO COST-SHARE ON PUBLIC UTILITY IMPROVEMENTS (AGREEMENT) are the City of Cody, Wyoming, a municipal corporation in Wyoming (CITY); and Meadowlark Meadows, LLC, a Limited Liability Company in Wyoming (DEVELOPER). This AGREEMENT is entered into as of the date of last executed by the parties below.

RECITALS

- a. DEVELOPER is the owner of property that is specifically described in a Final Plat recorded on _____, at Document No. _____ with the Park County, Wyoming Clerk's office. The DEVELOPER wishes to build a residential subdivision on the property described to be known as "Meadowlark Meadows Subdivision" SUBDIVISION located within the City of Cody, Park County, Wyoming consisting of 9.82 acres.
- b. The property described above is not currently served by City Raw Water.
- c. The parties recognize that they will mutually benefit from the extension of City Raw Water to the property for the development of the property.
- d. CITY believes it is in the best interests of the CITY to participate in the sharing of Raw Water extension costs with the DEVELOPER so that City Raw Water is available for further extension to other properties. The cost sharing is subject to the terms and conditions described in this AGREEMENT.

WHEREFORE, in consideration of the mutual covenants, promises and representations described herein, the parties agree as follows:

1. DEVELOPER shall be responsible for the development, submittal and approval of all plans, specifications, plats, and other documents required by the CITY subdivision requirements and ordinances, and other applicable local, state and federal laws.
2. DEVELOPER shall be responsible for all engineering, design, construction, labor, materials, observations and materials testing fees and costs incurred by DEVELOPER related to the design, development and construction of the SUBDIVISION, including but not limited to the installation of all required infrastructure including Raw Water mains and service laterals to individual lots (according to City of Cody ordinances, rules and regulations). Raw Water mains and services shall be constructed according to CITY specifications, and DEVELOPER and DEVELOPER's engineers shall consult with CITY in order to ensure that the Raw Water mains are compatible with the City's utility systems.

3. In consideration of DEVELOPER paying the cost of Raw Water mains extending from Mountain View Drive through the SUBDIVISION and to 26th Street, the CITY will reimburse DEVELOPER up to \$_____ from the Water Enterprise Fund for costs DEVELOPER incurred in the construction and installation of the Raw Water mains and appurtenances as itemized and shown in Exhibit 1. CITY shall reimburse DEVELOPER after DEVELOPER has (1) completed construction and installation of all Raw Water mains to City standards, (2) attained final acceptance of all CITY and public infrastructure required with the SUBDIVISION by the CITY, and (3) recorded the final plat of the SUBDIVISION with all utility easements required. Reimbursement shall not exceed actual costs incurred for such construction and installation as documented by DEVELOPER, who shall provide invoices, receipts and other proof of payment for such completed infrastructure as requested by CITY.
4. TERMINATION: This AGREEMENT may be terminated by the CITY upon any of the following conditions:
 - a. DEFAULT: If the DEVELOPER defaults in any of its obligations as described in this AGREEMENT, CITY shall give DEVELOPER written notice of such default, and DEVELOPER shall have twenty (20) days to cure such default. If corrections cannot be made within said period, DEVELOPER shall have a reasonable time to correct the default if action is commenced by DEVELOPER to cure the default within twenty (20) days after receipt of the notice. If DEVELOPER fails to cure such default as required by this AGREEMENT, CITY may terminate this AGREEMENT.
 - b. Upon termination of this AGREEMENT, the obligations of both parties shall cease, and neither party shall be obligated to fulfill the obligations described in this AGREEMENT.
5. LIABILITY: DEVELOPER assumes all liability for itself, its agents, its representatives, contractors and employees upon the above-described property pursuant to this agreement. DEVELOPER shall indemnify and hold harmless the CITY, its employees, agents, elected officials and officers for any and all claims, damages, judgements and settlements arising out of DEVELOPER's activities, acts, work, development and use of DEVELOPER's property. This indemnification obligation includes but is not limited to reasonable attorney's fees incurred by CITY in defending any claim, lawsuit or action arising out of DEVELOPER's acts or omissions.
6. DEVELOPER has no authority to act on behalf of CITY in any capacity, and has no authority to bind or obligate the CITY to any contract, agreement or any other obligation.

7. IMMUNITY: By entering into this AGREEMENT, the CITY does not waive its sovereign immunity or governmental immunity, and does not waive the immunities, defenses and limitations provided under the Wyoming Constitution and Wyoming law, and the CITY expressly reserves the right to assert immunity as a defense to any claim or case arising under this AGREEMENT.
8. This AGREEMENT shall not be assigned by DEVELOPER without the prior written approval of the Governing Body of the CITY.
9. This AGREEMENT contains the entire understanding of the parties and there are no other promises, covenants, assurances or understandings beyond the scope of this written AGREEMENT.

MEADOWLARK MEADOWS, LLC.

C. Edward Webster II
MANAGER

DATE

CITY OF CODY, WYOMING

MATT HALL
MAYOR

DATE

ATTEST:

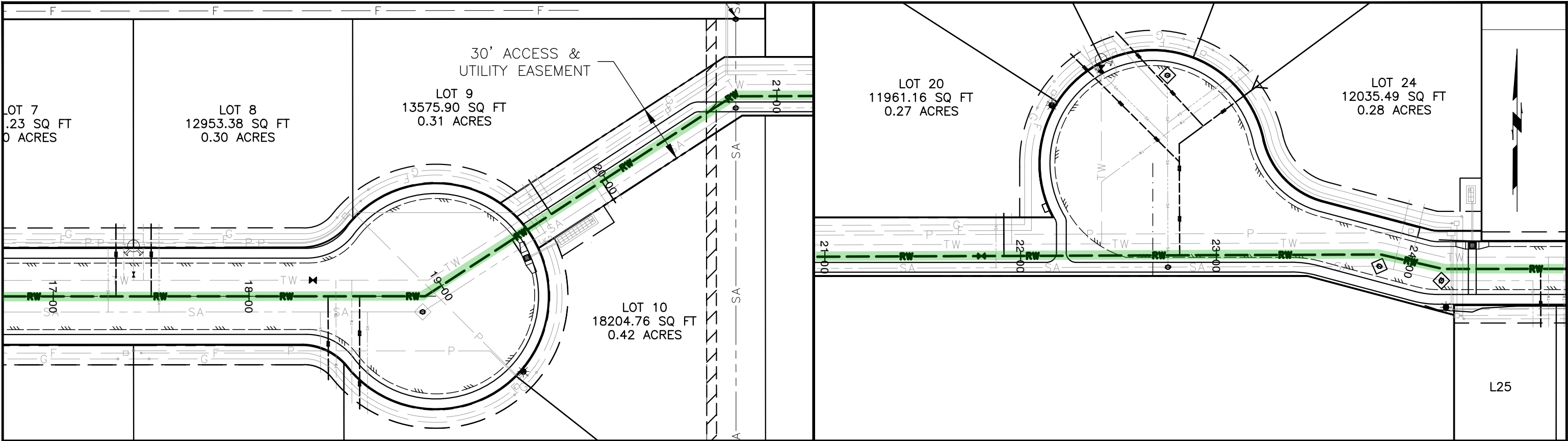
CYNTHIA D. BAKER
ADMINISTRATIVE SERVICES OFFICER

DATE

Raw Water Cost Share Exhibit 1

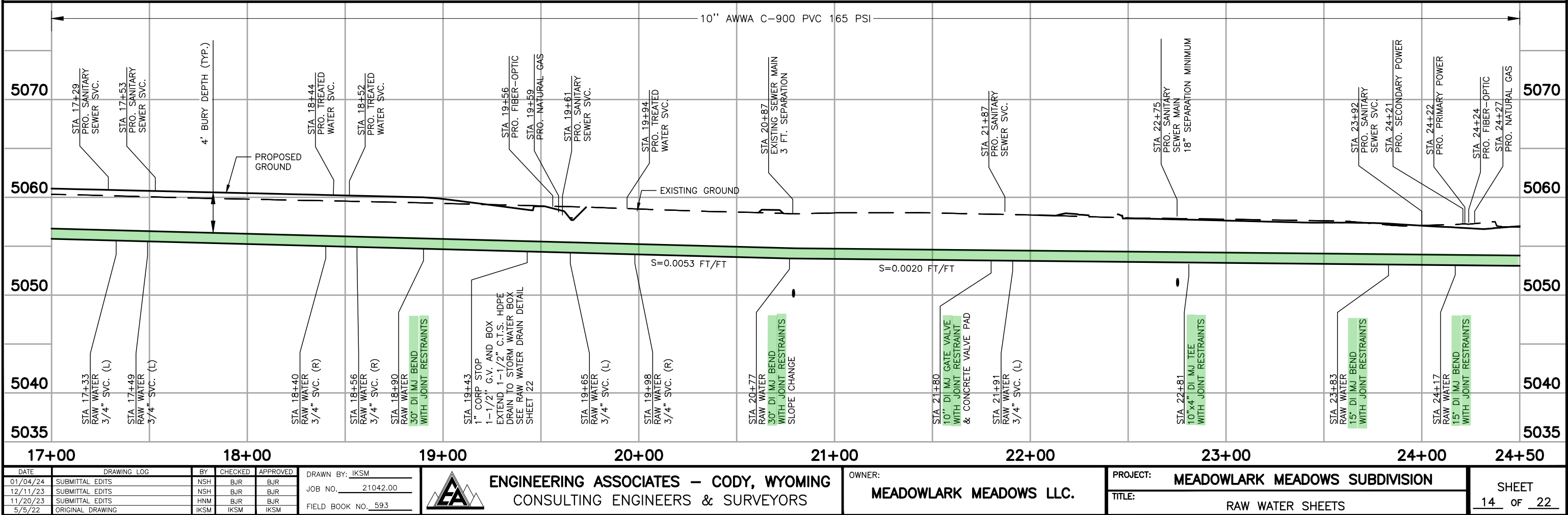
Item Description	Quantity	Unit Cost 10"	Unit Cost 4"	Unit Cost Difference	Cost Share
Pipe	2084			\$ -	\$ -
Gate Valve	4			\$ -	\$ -
Tee 10"	2			\$ -	\$ -
Tee 10"x4"Branch	1			\$ -	\$ -
Tee 10" w/10"x4"Reducer	1			\$ -	\$ -
45 Deg Elbows	4			\$ -	\$ -
30 Deg Elbows	2			\$ -	\$ -
15 Deg Elbows	2			\$ -	\$ -
Plugs	3			\$ -	\$ -
Unit Costs are from Contractor's Bid				Total:	\$ -

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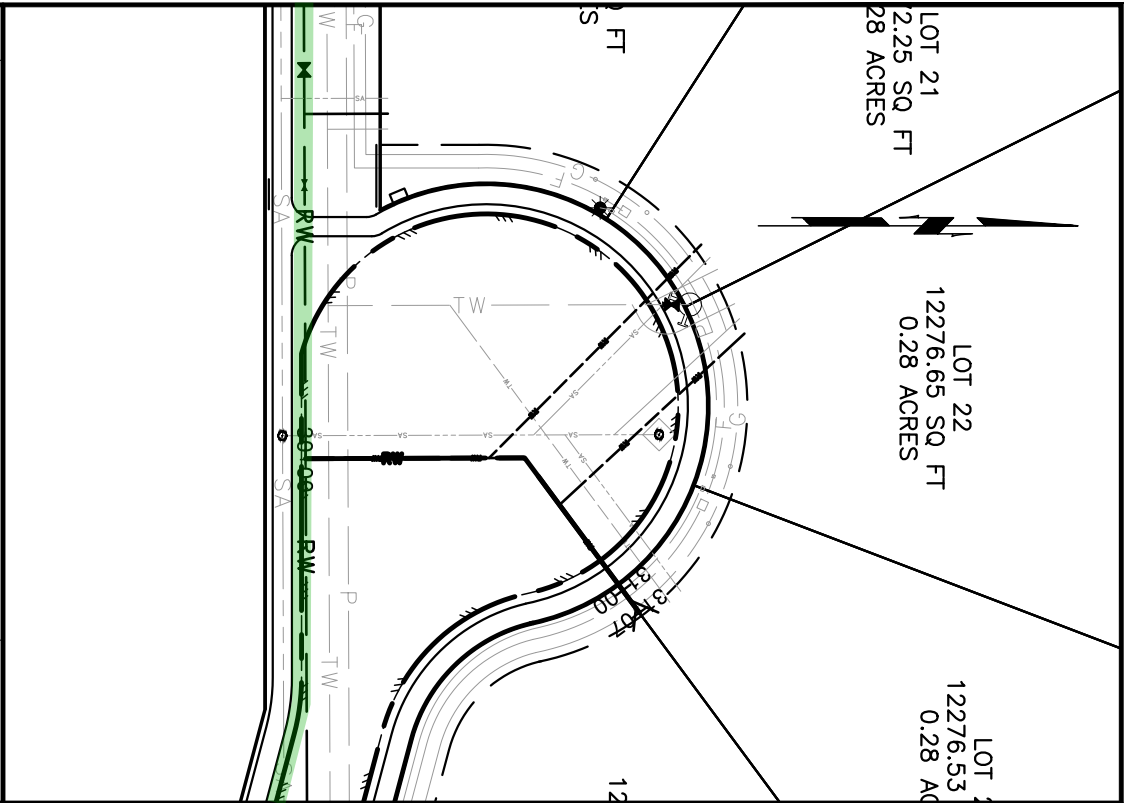
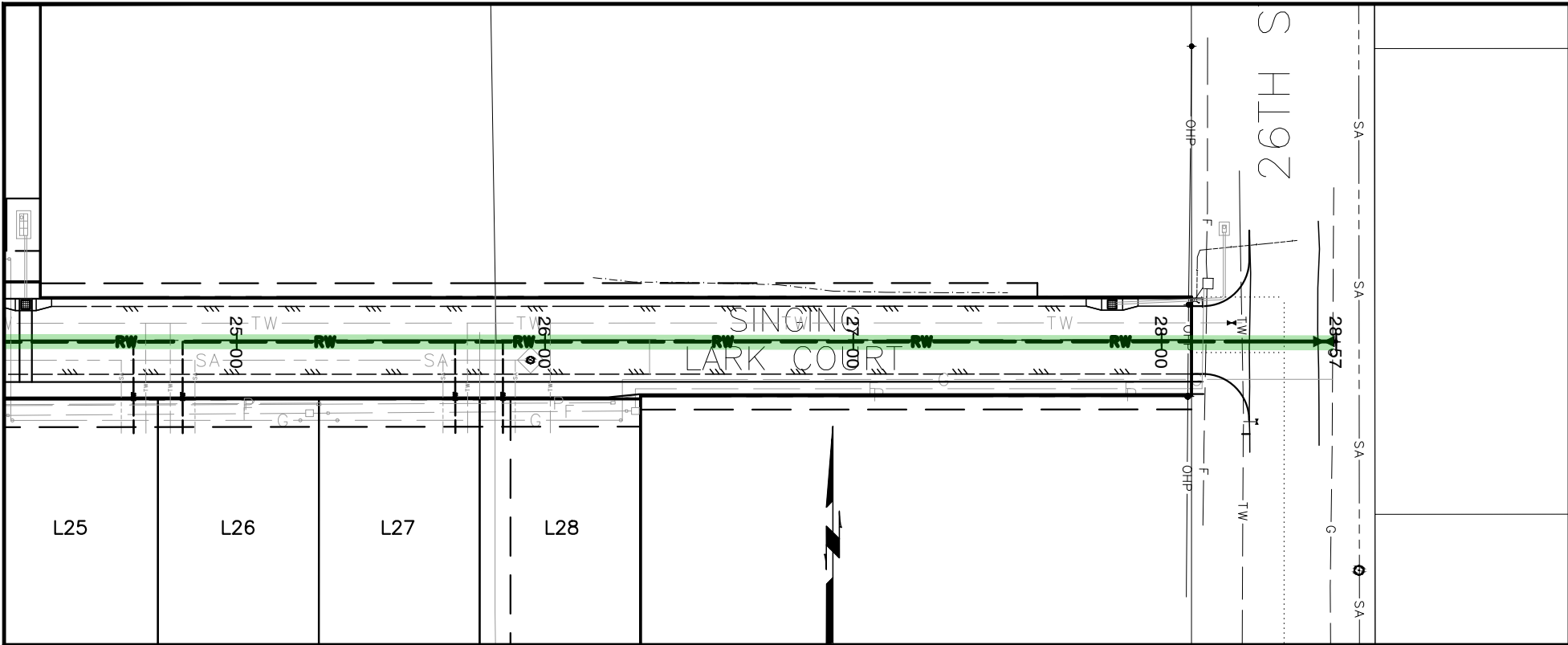


SCALES:
1" = 50' HOR
1" = 10' VERT

Cost Shared Items

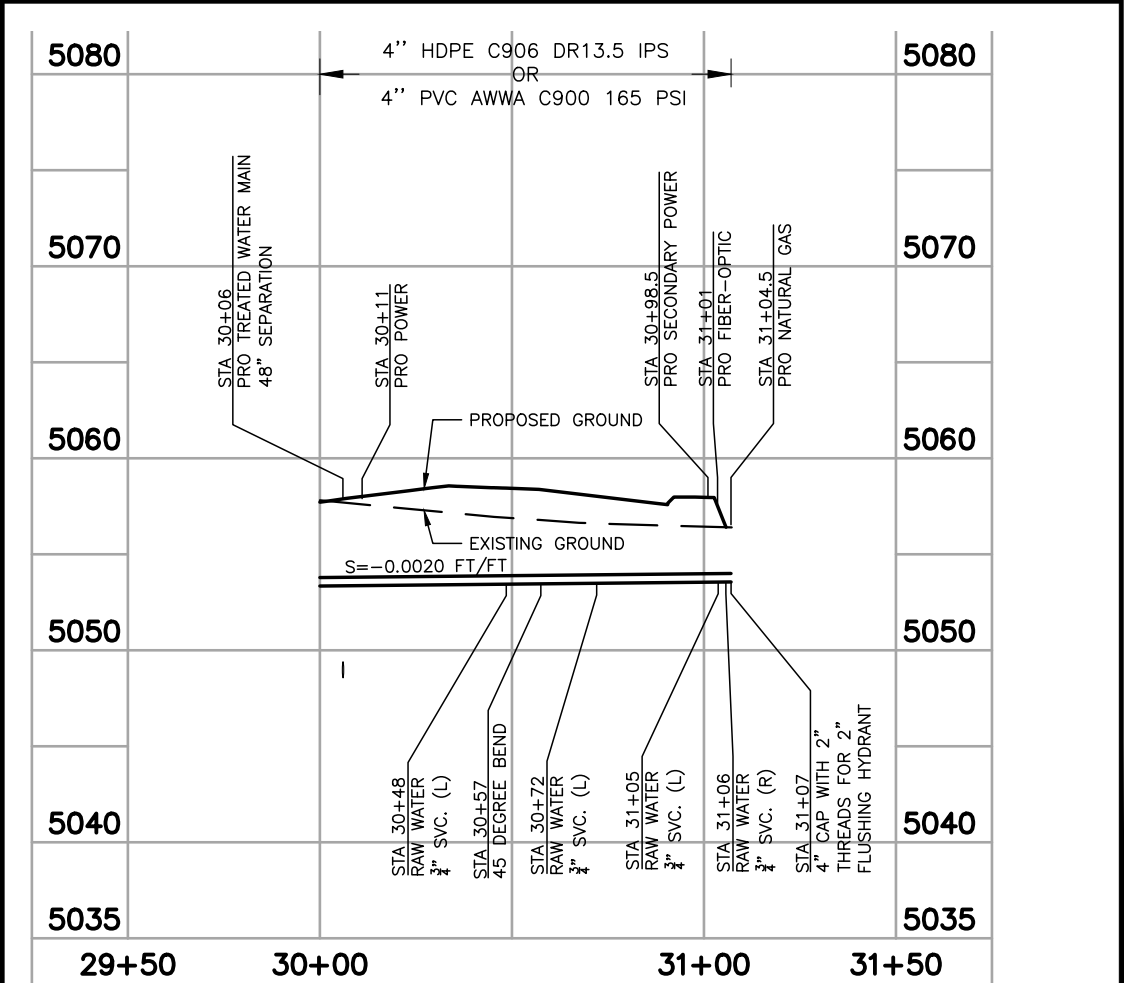
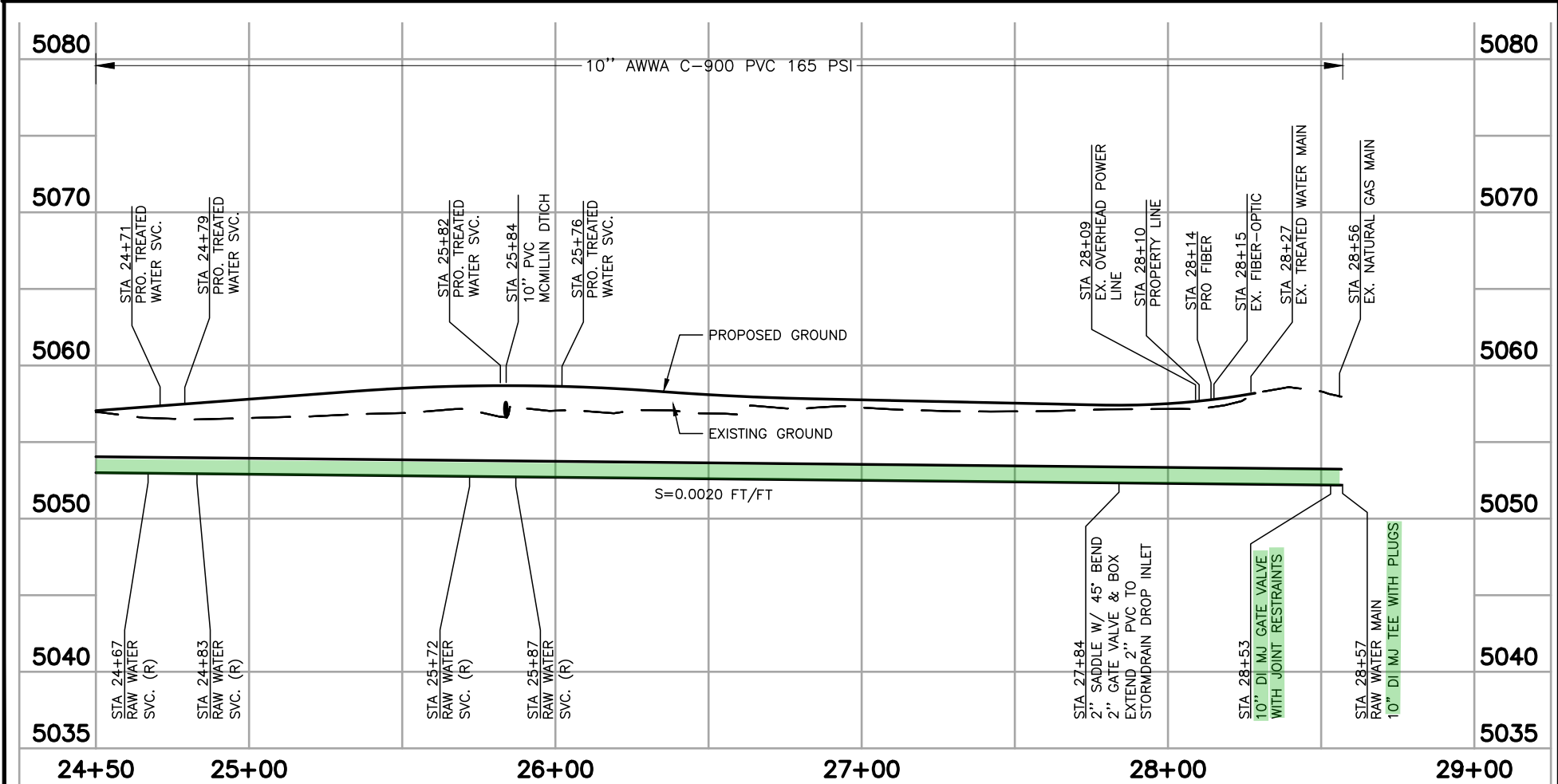


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SCALES:
1" = 50' HOR
1" = 10' VERT

 Cost Shared Items



DATE	DRAWING LOG	BY	CHECKED	APPROVED
01/10/24	SUBMITTAL EDITS	BJR	BJR	BJR
01/04/24	SUBMITTAL EDITS	NSH	BJR	BJR
12/11/23	SUBMITTAL EDITS	NSH	BJR	BJR
5/5/22	ORIGINAL DRAWING	IKSM	IKSM	IKSM

DRAWN BY: IKSM
JOB NO. 21042.00
FIELD BOOK NO. 593



ENGINEERING ASSOCIATES – CODY, WYOMING
CONSULTING ENGINEERS & SURVEYORS

OWNER:
MEADOWLARK MEADOWS LLC.

PROJECT: **MEADOWLARK MEADOWS SUBDIVISION**
TITLE: **RAW WATER SHEETS**