

City of Cody City Council  
(Pre-meeting to discuss agenda 6:45 PM)  
**Tuesday, June 2, 2026-7:00 PM**

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

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**Meeting Called to Order**

**Pledge of Allegiance**

**Moment of Silence**

**Roll Call**

**Mayor's Recognitions and Announcements**

**1. Consent Calendar**

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

- a. Approval of Minutes from May 18th, 19th, 20th, 21st and 26th, 2026  
Staff Reference: Tina Gail
- b. Approve Vouchers and Payroll in the amount \$2,170,524.08.  
Staff Reference: Leslie Brumage
- c. Amendment No. 1 to the Agreement for Professional Services with JUB Engineers for the Raw Water Pump Station Project  
Staff Reference: Phillip Bowman, Jake Moyer
- d. Short Form Agreement with HDR Engineering, Inc. for the West Yellowstone Avenue Pedestrian Improvements Project  
Staff Reference: Phillip Bowman, Jake Moyer
- e. Task Order No. 5 for Professional Services with Engineering Associates for the Tree Streets Waterline Replacement Project - Phase 1  
Staff Reference: Phillip Bowman, Jake Moyer
- f. Request approval authorizing execution of FAA Airport Infrastructure Grant (AIG) Agreement No. 3-56-0006-050-2026 for the Yellowstone Regional Airport Extend Taxiway B (Phase I – Design) project, contingent upon review and approval by the City Attorney.  
Staff Reference: Lee Ann Reiter
- g. Request approval authorizing execution of the Service Agreement Contract with NEOGOV for the services and items previously approved by City Council on May 19, 2026, contingent upon review and approval by the City Attorney.  
Staff Reference: Tony Tolstedt

**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. Ordinance 2026-09 First Reading: An Ordinance adopting the annual budget for the City of Cody, Wyoming for the Fiscal Year ending June 30, 2027  
Staff Reference: Leslie Brumage
- b. Ordinance 2026-10 First Reading: An Ordinance levying taxes for the City of Cody, Wyoming for the Fiscal Year ending June 30, 2027.  
Staff Reference: Leslie Brumage
- c. ORDINANCE 2026-08- Second Reading to Amend Title 9, Chapter 3, Section 1 of the City of Cody  
Staff Reference: Utana Dye
- d. Resolution 2026-08 - A RESOLUTION APPROVING THE PROPOSITION FOR IMPOSITION OF A 1% SPECIFIC PURPOSE EXCISE TAX IN PARK COUNTY, STATE OF WYOMING, FOR THE PURPOSE OF FUNDING SPECIFIC PROJECTS, SAID PROPOSITION TO BE PLACED ON THE BALLOT IN CONJUNCTION WITH THE GENERAL ELECTION TO BE HELD IN PARK COUNTY ON TUESDAY, NOVEMBER 3, 2026  
Staff Reference: Tony Tolstedt
- e. Agreement for Independent Contractor Services between the City of Cody and Garrett Parks and Play for the Trailhead Park Playground Equipment  
Staff Reference: Phillip Bowman, Kris Bruxvoort

**5. Tabled Items**

**6. Matters from Staff Members**

**7. Matters from Council Members**

**8. Adjournment**

**Upcoming Meetings:**

**Council Work Session — Tuesday, June 9, 2026, 5:30 p.m.**

**Council Meeting — Tuesday, June 16, 2026 7:00 p.m.**

**Council Work Session — Tuesday, June 23, 2026, 5:30 p.m.**

**Council Meeting — Tuesday, July 7, 2026, 7:00 p.m.**

**Council Work Session — Tuesday, July 14, 2026, 5:30 p.m.**

**City of Cody**  
**City Council Proceedings**  
**May 18, 2026**

A special meeting of the Cody City Council was held in the Council Chambers at City Hall in Cody, Wyoming on Monday, May 18, 2026 at 5:30 PM.

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

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

Absent: None

Other Attendees: Phillip Bowman, Public Works Director; Leslie Brumage, Finance Officer; Cheyenne Sticka, Accounting Specialist; Mike Fink, Parks & Recreation Director; Jason Stafford, Chief of Police and Utana Dye, Community Development Director.

The Governing Body discussed the FY2026–2027 Budget.

Mayor Reiter adjourned the meeting at 8:11 pm.

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Mayor Reiter

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Tina Gail, Administrative Services Officer

**City of Cody**  
**City Council Proceedings**  
**May 19, 2026**

A regular meeting of the Cody City Council was held in the Council Chambers at City Hall in Cody, Wyoming on Tuesday, May 19, 2026 at 7:00 PM.

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

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

Absent: None.

Council Member Setinerri made a motion seconded by Council Member McIsaac to approve the Consent Calendar to include approval of Minutes from May 5 and May 12, 2026, approve Vouchers and Payroll in the amount of \$2,431,001.61, approve Bid 2026-04 for One (1) New 2026 4X4 Utility Vehicle w/Full Cab, approve the ESRI Software Renewal Contract, and approve the Recreation Center Roof Membrane Replacement Recommendation. Vote was Unanimous.

Ordinance No. 2026-07 – Third and Final Reading

Council Member Shreve made a motion seconded by Council Member Swett to approve Ordinance 2026-07 on third and final reading amending Title 9, Chapter 2, Section 1(C) of the City of Cody Code as it pertains to adoption of the National Electrical Code. Vote was Unanimous.

Ordinance No. 2026-08 – First Reading

Council Member McIsaac made a motion seconded by Council Member Laing to approve Ordinance 2026-08 on first reading to amend Title 9, Chapter 3, Section 1 of the City of Cody Code. Vote was Unanimous.

Council Member Laing made a motion seconded by Council Member McIsaac to approve the request from Luke Hopkin/America 250 Just Serve for the 250th Anniversary Watch Party including closure of Beck Avenue between 9th and 10th Street on June 26, 2026 for distribution of 40,000 pounds of shelf-stable food beginning at 5:00 PM (closure noted 12:00 pm - 9:00 pm), reservation of the band shell and picnic shelter, and placement of a trailer equipped with a laser projection screen for a community event. Vote was Unanimous.

Council Member Shreve made a motion seconded by Council Member Laing to approve the

request from the Cody Gun Slingers for a street closure to conduct daily Western Re-Enactment Shows from June 8, 2026 through September 15, 2026 on 12th Street between Sheridan Avenue and the first alley south of Sheridan Avenue, including approval of operational conditions for discharging weapons within the City of Cody as outlined by staff and/or allowing a sharp blunt object (knife) to be utilized during performances, but not within 10 feet of the audience, contingent upon submission of insurance and all required documentation to the Chief of Police prior to the first performance, and approval for the designated Site Safety Manager to participate as a nightly performer during the events. Vote was Unanimous.

Council Member Setinerri made a motion seconded by Council Member Swett to approve implementation of the NeoGov Human Resources Information System (HRIS) contingent upon approval by City Attorney. Vote was Unanimous.

Mayor Reiter adjourned the meeting at 7:22 pm.

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Mayor Reiter

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Tina Gail, Administrative Services Officer

**City of Cody**  
**City Council Proceedings**  
**May 20, 2026**

A special meeting of the Cody City Council was held in the Council Chambers at City Hall in Cody, Wyoming on Wednesday, May 20, 2026 at 5:30 PM.

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

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

Absent: Don F. Shreve, Jr.

Other Attendees: Phillip Bowman, Public Works Director; Leslie Brumage, Finance Officer; Cheyenne Sticka, Accounting Specialist; Mike Fink, Parks & Recreation Director and Jason Stafford, Chief of Police.

The Governing Body discussed the FY2026–2027 Budget.

Mayor Reiter adjourned the meeting at 8:36 pm.

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Mayor Reiter

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Tina Gail, Administrative Services Officer

**City of Cody**  
**City Council Proceedings**  
**May 21, 2026**

A special meeting of the Cody City Council was held in the Council Chambers at City Hall in Cody, Wyoming on Thursday, May 21, 2026 at 5:30 PM.

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

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

Absent: None.

Other Attendees: Phillip Bowman, Public Works Director; Leslie Brumage, Finance Officer; Cheyenne Sticka, Accounting Specialist; Mike Fink, Parks & Recreation Director and Jason Stafford, Chief of Police.

The Governing Body discussed the FY2026–2027 Budget.

Mayor Reiter adjourned the meeting at 8:11 pm.

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Mayor Reiter

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Tina Gail, Administrative Services Officer

**City of Cody**  
**City Council Proceedings**  
**May 26, 2026**

A work session meeting of the Cody City Council was held in the Council Chambers at City Hall in Cody, Wyoming on Tuesday, May 26, 2026 at 5:30 PM.

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

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

Mayor Reiter and City Administrator Tony Tolstedt, provided updates regarding committee, board, and project activities.

Utana Dye and University of Colorado Denver student Amanda Spidel presented the Capstone Project regarding attainable housing strategies and development concepts within the City of Cody.

Aaron Buck, Yellowstone Regional Airport, presented information requesting City execution of FAA Airport Infrastructure Grant (AIG) Agreement No. 3-56-0006-050-2026 for the Yellowstone Regional Airport, Extend Taxiway B (Phase I - Design) project. Council directed the agreement be placed on the June 2, 2026 consent agenda for council consideration.

Phillip Bowman and Kris Bruxvoort presented the Request for Proposals and bid results for the Trailhead Park Playground Equipment Project. Council discussed playground design options, project costs, and installation timelines. This item will be placed on a future agenda for Council consideration.

Phillip Bowman discussed Task Order No. 5 for Professional Services with Engineering Associates for the Tree Streets Waterline Replacement Project – Phase 1. Council discussed project scope, infrastructure needs, and engineering services. This item will be placed on the June 2, 2026 consent agenda for Council consideration.

Council discussed storm drainage rates, including operational costs, infrastructure maintenance, and potential rate adjustments. Staff provided background information and received Council direction regarding future discussions.

At 6:51 p.m., Council Member Laing made a motion seconded by Council Member McIsaac to enter into an executive session pursuant to W.S. 16-4-405(a)(ii) & (a)(iii) to discuss legal action and a personnel matter. Vote was unanimous. At 7:21 p.m., Council Member Laing made a motion seconded by Council Member McIsaac to exit the executive session. Vote was unanimous.

Mayor Reiter adjourned the meeting at 7:21 pm.

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Mayor Reiter

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Tina Gail, Administrative Services Officer

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
<b>ALL COUNTY PLUMBING LLC</b>				
	25039	SEWER LINE AT CHAMBER	05/20/2026	10,980.00
Total ALL COUNTY PLUMBING LLC:				10,980.00
<b>AMERICAN WELDING &amp; GAS INC</b>				
	0011677873	SUPPLIES	05/14/2026	56.33
Total AMERICAN WELDING & GAS INC:				56.33
<b>APPLIED CONCEPTS INC</b>				
	478163	CABLES FOR RADAЕ INSTALLATION	05/20/2026	902.50
Total APPLIED CONCEPTS INC:				902.50
<b>AVI PC INC</b>				
	44878	CONSULTING FOR PLANNING AND ZONING	05/19/2026	362.00
Total AVI PC INC:				362.00
<b>BLUE CROSS BLUE SHIELD OF WYOMING</b>				
	5126	APRIL PREMIUM	05/01/2026	172,283.64
	5126	MaY PREMIUM	05/01/2026	179,336.28
Total BLUE CROSS BLUE SHIELD OF WYOMING:				351,619.92
<b>BLUE RIBBON TREE SERVICES LLC</b>				
	6867	CHAMBER RR REPAIR/ TREES	05/05/2026	5,775.00
Total BLUE RIBBON TREE SERVICES LLC:				5,775.00
<b>BORDER STATES INDUSTRIES INC</b>				
	932450805	.336 SPOOL TIE	05/14/2026	782.00
	932450812	4/0 COVERED COPPER	05/14/2026	7,867.23
	932450821	POLE FOAM	05/14/2026	559.55
Total BORDER STATES INDUSTRIES INC:				9,208.78
<b>BOWEN COLLINS &amp; ASSOCIATES</b>				
	41713	STORM WATER RATE STUDY TASK ORDER NO. 24-04	05/18/2026	6,189.35
	41717	PHASE 1 WASTEWATER COLLECTION AND TREATMENT MASTER PLAN	05/19/2026	952.00
Total BOWEN COLLINS & ASSOCIATES:				7,141.35
<b>BROWN, SHERRY M</b>				
	15.1906.12	DEPOSIT REFUND	05/18/2026	263.43
Total BROWN, SHERRY M:				263.43
<b>CENTURY LINK</b>				
	051926	UTILITIES - CENTURY LINK	05/19/2026	66.29
Total CENTURY LINK:				66.29
<b>CODY ENTERPRISE LLC</b>				
GILLETTE NEWS RECORD	64849	SE PUBLIC HEARING PZ NOTICE - PUBLIC WORKS OFFICE	04/23/2026	67.20

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
GILLETTE NEWS RECORD	65173	ADVERTISING PERSONNEL SEASONAL	04/30/2026	72.00
GILLETTE NEWS RECORD	65173	ADVERTISING PERSONNEL SEASONAL	04/30/2026	144.00
GILLETTE NEWS RECORD	65173	ADVERTISING PERSONNEL SEASONAL	04/30/2026	72.00
GILLETTE NEWS RECORD	66083	PUBLICATION FEES	05/12/2026	1,125.60
Total CODY ENTERPRISE LLC:				1,480.80
<b>COLLECTION SERVICES CENTER</b>				
	52226	GARNISHMENT REMITANCE # 1049403	05/22/2026	461.53
Total COLLECTION SERVICES CENTER:				461.53
<b>CROELL INC</b>				
	1078269	VOLLEYBALL SAND	05/07/2026	320.25
	1079502	VOLLEYBALL SAND	05/11/2026	310.59
Total CROELL INC:				630.84
<b>DEARBORN LIFE INSURANCE COMPANY</b>				
	52226	Premium	05/22/2026	408.92
Total DEARBORN LIFE INSURANCE COMPANY:				408.92
<b>ELECTRICAL ALLY INC</b>				
HAZEL, LOREN	9525	ELECTRICAL SERVICE MAST	05/11/2026	1,188.80
Total ELECTRICAL ALLY INC:				1,188.80
<b>ENERGY LABORATORIES INC</b>				
DEPARTMENT 6250	786377	COLIFORM TESTING	05/22/2026	190.00
DEPARTMENT 6250	786378	COLIFORM TESTING	05/22/2026	190.00
Total ENERGY LABORATORIES INC:				380.00
<b>ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE</b>				
	900258506	ERSI SOFTWARE RENEWAL	05/21/2026	20,600.00
Total ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE:				20,600.00
<b>FARRAR WELDING &amp; FABRICATION</b>				
	2412	J36	05/19/2026	483.82
Total FARRAR WELDING & FABRICATION:				483.82
<b>FASTENAL COMPANY 01WYCDY</b>				
	WYCDY10770	ANCHORS	04/23/2026	276.87
Total FASTENAL COMPANY 01WYCDY:				276.87
<b>FLOYD'S TRUCK CENTER</b>				
	DE-02056	Replacement Sewer Jet	03/23/2026	631,917.00
Total FLOYD'S TRUCK CENTER:				631,917.00
<b>FREMAREK INC</b>				
MID-AMERICAN RESEARCH CHEMICA	0873778-IN	ENZYME BLOCK	03/20/2026	195.58

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
Total FREMAREK INC:				195.58
<b>GEM FITNESS INC</b>				
BETTER BODY FITNESS	19901	FITNESS EQUIPMENT	03/23/2026	3,000.00
BETTER BODY FITNESS	19951	PREVENTATIVE MAINTENANCE OF FITNESS EQUIPMENT	05/19/2026	990.00
Total GEM FITNESS INC:				3,990.00
<b>HDR ENGINEERING INC</b>				
	1200823547	NORTH LIFT STATION CONSTRUCTION ADMINISTRATION	05/11/2026	3,994.00
Total HDR ENGINEERING INC:				3,994.00
<b>HEBRLEE, TRENT STEVEN</b>				
HOTLINE ELECTRICAL SALES & SERV	29954	METER COVERS	05/15/2026	1,022.68
Total HEBRLEE, TRENT STEVEN:				1,022.68
<b>HENSLEY, CODY W</b>				
KMG COMMERCIAL REFRIGERATION	4056	NEW ACTUATOR FOR POOL	05/20/2026	1,386.00
Total HENSLEY, CODY W:				1,386.00
<b>HIPPY COW CREAMERY</b>				
	14.9981.13	DEPOSIT REFUND	05/11/2026	364.83
Total HIPPY COW CREAMERY:				364.83
<b>JCA 01 LLC</b>				
ATTN: SARA N. MILES GENERAL COU	6126	STORM DRAINAGE POND LEASE	06/01/2026	7,500.00
Total JCA 01 LLC:				7,500.00
<b>KELLY, GENE</b>				
D&G ELECTRIC LLC	5462	GREENHOUSE MOTOR	05/05/2026	90.00
D&G ELECTRIC LLC	5471	HVAC PW SHOP	05/06/2026	90.00
Total KELLY, GENE:				180.00
<b>LEISURE IN MONTANA INC</b>				
	SAL43373-1	SPLASH PAD	05/11/2026	3,478.20
Total LEISURE IN MONTANA INC:				3,478.20
<b>MCGEE COMPANY</b>				
	10532870-00	SUPPLIES	05/05/2026	520.68
Total MCGEE COMPANY:				520.68
<b>MORRIS, ROBERT</b>				
	13.4342.15	DEPOSIT REFUND	05/19/2026	49.62
Total MORRIS, ROBERT:				49.62
<b>MOTION PICTURE LICENSING CORPORATION</b>				
	504476800	TV AND MOVIE LICENSE	05/15/2026	1,423.53

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
Total MOTION PICTURE LICENSING CORPORATION:				1,423.53
<b>MSDSONLINE INC</b>				
VELOCITYEHS	350655	MSDS ONLINE	05/11/2026	4,848.00
Total MSDSONLINE INC:				4,848.00
<b>NORTHWEST PIPE</b>				
	7580430	CHECK VALVES	05/11/2026	922.00
	7580430	CHECK VALVES	05/11/2026	922.00
	7599020	RW REAPIR PARTS	05/11/2026	582.14
	7599895	BRASS COUPLERS	05/11/2026	468.36
	7602929	CADWELD SHOTS	05/18/2026	164.59
	7602929	FITTINGS AND GASKETS	05/18/2026	263.16
	7603989	HYDRANT REPAIR KIT	05/18/2026	487.19
	7606875	METER GASKETS	05/18/2026	54.00
	7606875	METER GASKETS	05/18/2026	54.00
Total NORTHWEST PIPE:				3,917.44
<b>OFFICE SHOP INC</b>				
	352004	COPY MACHINE PRINTING AND COPING	05/22/2026	8.47
	352005	COPIER CONTRACT PW SHOP	05/22/2026	9.48
	352005	COPIER CONTRACT PW SHOP	05/22/2026	9.49
	352005	COPIER CONTRACT PW SHOP	05/22/2026	9.49
	352005	COPIER CONTRACT PW SHOP	05/22/2026	9.49
	352005	COPIER CONTRACT PW SHOP	05/22/2026	9.49
	352005	COPIER CONTRACT PW SHOP	05/22/2026	9.49
Total OFFICE SHOP INC:				65.40
<b>ONE-CALL OF WYOMING</b>				
	79520	ONE - CALL FEES	05/22/2026	212.10
	79520	ONE - CALL FEES	05/22/2026	94.50
	79520	ONE - CALL FEES	05/22/2026	94.50
	79520	ONE - CALL FEES	05/22/2026	94.50
Total ONE-CALL OF WYOMING:				495.60
<b>OTIS ELEVATOR COMPANY</b>				
	F10000272877	ELEVATOR INSPECTION	04/30/2026	175.00
Total OTIS ELEVATOR COMPANY:				175.00
<b>PARK COUNTY ANIMAL SHELTER</b>				
	6/1/2026	ANIMAL SERVICE CONTRACT	06/01/2026	4,166.67
Total PARK COUNTY ANIMAL SHELTER:				4,166.67
<b>POMPS TIRE SERVICE INC</b>				
	1780038706	F01	05/04/2026	738.40
	1780038787	C03	05/06/2026	1,177.04
Total POMPS TIRE SERVICE INC:				1,915.44
<b>QUALITY ASPHALT PAVING INC</b>				
	26070	ASPHALT PATCHES	05/26/2026	3,348.00

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
Total QUALITY ASPHALT PAVING INC:				3,348.00
<b>REPRO GRAPHICS INC</b>				
SELBY'S	1019600-000	MAINTENANCE ON LARGE FORMAT PLOTTER	05/12/2026	527.00
Total REPRO GRAPHICS INC:				527.00
<b>ROCKY MOUNTAIN POWER</b>				
	051926	UTILITIES - ROCKY MTN POWER	05/19/2026	35.94
	051926	UTILITIES - ROCKY MTN POWER	05/19/2026	242.72
Total ROCKY MOUNTAIN POWER:				278.66
<b>RYNOS RENTALS LLC</b>				
	20063-2	CHAMBER TREES	05/14/2026	170.85
	20173-2	CHMABER TREES	05/18/2026	150.75
Total RYNOS RENTALS LLC:				321.60
<b>SALDANA, MARK</b>				
	17.1550.16	DEPOSIT REFUND	05/18/2026	136.61
Total SALDANA, MARK:				136.61
<b>SHERWIN-WILLIAMS COMPANY</b>				
	55499	BEADS	04/17/2026	9,600.00
Total SHERWIN-WILLIAMS COMPANY:				9,600.00
<b>SLETTEN CONSTRUCTION</b>				
	1705	PAY APP 13 SEPTAGE WASTE RECEIVING STATION - WORK AUTH 2	04/30/2026	288,781.92
	1705	PAY APP 13 CHANGE ORDER #1 SEPTAGE RECEIVING FACILITY PROJECT	04/30/2026	173,798.85
	1705	RET 13 SEPTAGE WASTE RECEIVING STATION	04/30/2026	23,129.04
Total SLETTEN CONSTRUCTION:				439,451.73
<b>STATE OF WYOMING</b>				
STATE RISK MANAGEMENT	050426	CLAIM AGAINST THE CITY CLAIM ID 74	05/04/2026	1,850.00
Total STATE OF WYOMING:				1,850.00
<b>STONEHOUSE DATA SOLUTIONS LLC</b>				
	4726	SHREDDER SERVICE	05/07/2026	129.99
Total STONEHOUSE DATA SOLUTIONS LLC:				129.99
<b>WELLS FARGO COMMERCIAL CARD</b>				
	052626	Supplies	05/26/2026	83.17
	052626	DINNER FOR ELEVATION SUMMIT 2026	05/26/2026	27.53
	052626	seasonal boots	05/26/2026	44.47
	052626	marking paint	05/26/2026	921.34
	052626	LUNCH FOR ELEVATION SUMMIT 2026	05/26/2026	15.92
	052626	Irrigation	05/26/2026	47.49
	052626	Irrigation repair Birch	05/26/2026	8.81
	052626	DINNER FOR ELEVATION SUMMIT 2026	05/26/2026	10.29
	052626	Tools	05/26/2026	55.98

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
	052626	GFOA - CPFO class	05/26/2026	1,200.00
	052626	J36	05/26/2026	24.99
	052626	Pop & water for Mini Golf	05/26/2026	138.39
	052626	Budget meeting food	05/26/2026	162.50
	052626	Endorsement Stamp	05/26/2026	24.66
	052626	Car Wash	05/26/2026	11.00
	052626	DINNER FOR ELEVATION SUMMIT 2026	05/26/2026	18.16
	052626	Bike Rodeo	05/26/2026	87.56
	052626	HARDWARE	05/26/2026	53.97
	052626	propane	05/26/2026	6.99
	052626	Metal Locators	05/26/2026	1,285.36
	052626	Metal Locators	05/26/2026	642.68
	052626	Metal Locators	05/26/2026	1,285.36
	052626	Chip seal test	05/26/2026	11.58
	052626	CPR for 2 community members	05/26/2026	30.00
	052626	CPR for staff	05/26/2026	189.00
	052626	CPR for staff and community members	05/26/2026	147.00
	052626	Propane	05/26/2026	65.52
	052626	batteries	05/26/2026	16.99
	052626	Budget meeting food	05/26/2026	114.77
	052626	Supplies	05/26/2026	32.85
	052626	Budget meeting food	05/26/2026	149.16
	052626	Utilities - City Of Cody	05/26/2026	425.96
	052626	Utilities - City Of Cody	05/26/2026	.98
	052626	PE Training - KB	05/26/2026	70.00
	052626	PE Training - KB	05/26/2026	70.00
	052626	PE Training - KB	05/26/2026	60.00
	052626	LUNCH FOR ELEVATION SUMMIT 2026	05/26/2026	10.17
	052626	Software	05/26/2026	20.00
	052626	marking paint	05/26/2026	92.04
	052626	Wash pad	05/26/2026	85.67
	052626	Wash pad	05/26/2026	6.03
	052626	Wash pad	05/26/2026	4.35
	052626	tape, towells	05/26/2026	36.95
	052626	safety gear for seasonal	05/26/2026	67.58
	052626	steel;ring	05/26/2026	35.56
	052626	B25	05/26/2026	149.95
	052626	Open AI Subscriptions	05/26/2026	20.00
	052626	gloves	05/26/2026	26.97
	052626	UNIFORM FOR CITY PLANNER	05/26/2026	57.96
	052626	F01	05/26/2026	52.08-
	052626	hose fittings	05/26/2026	284.85
	052626	Irrigation	05/26/2026	9.95
	052626	American flags	05/26/2026	340.00
	052626	Phone Battery	05/26/2026	20.70
	052626	pipeline markers with tracer wire	05/26/2026	257.85
	052626	Irrigation LEC	05/26/2026	144.62
	052626	office supplies	05/26/2026	26.24
	052626	Business cards	05/26/2026	83.97
	052626	Irrigation	05/26/2026	32.13
	052626	Repair	05/26/2026	46.50
	052626	label maker tape, office supplies	05/26/2026	12.46
	052626	Utilities - City of Cody	05/26/2026	439.84
	052626	Utilities - City of Cody	05/26/2026	.10
	052626	Utilities - City of Cody	05/26/2026	6.39
	052626	Utilities - City of Cody	05/26/2026	177.40
	052626	Utilities - City of Cody	05/26/2026	10,986.79
	052626	Utilities - City of Cody	05/26/2026	70.54

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
	052626	G01	05/26/2026	6.17
	052626	Irrigation	05/26/2026	227.70
	052626	Irrigation	05/26/2026	227.69
	052626	meeting refrestments	05/26/2026	14.48
	052626	Procure	05/26/2026	129.00
	052626	Employee Appreciation	05/26/2026	44.78
	052626	Employee Appreciation	05/26/2026	89.56
	052626	Employee Appreciation	05/26/2026	16.79
	052626	Employee Appreciation	05/26/2026	8.40
	052626	Employee Appreciation	05/26/2026	13.99
	052626	Employee Appreciation	05/26/2026	41.98
	052626	Employee Appreciation	05/26/2026	36.38
	052626	Employee Appreciation	05/26/2026	11.19
	052626	Employee Appreciation	05/26/2026	2.80
	052626	Employee Appreciation	05/26/2026	30.79
	052626	Employee Appreciation	05/26/2026	16.79
	052626	Employee Appreciation	05/26/2026	11.19
	052626	Employee Appreciation	05/26/2026	27.99
	052626	RETURN Uniforms	05/26/2026	209.19-
	052626	RETURN Uniforms	05/26/2026	207.97-
	052626	Safety	05/26/2026	30.97
	052626	Car Wash	05/26/2026	13.00
	052626	brass fittings	05/26/2026	39.14
	052626	safety glass cleaner,ear plug	05/26/2026	253.30
	052626	Irrigation	05/26/2026	57.93
	052626	Plumbing	05/26/2026	17.97
	052626	UPS shipping	05/26/2026	38.10
	052626	poly pipe, fittings	05/26/2026	85.50
	052626	Washout station	05/26/2026	5.76
	052626	UA/Evidence to Lab	05/26/2026	6.80
	052626	drill bit for pool repairs	05/26/2026	6.99
	052626	cleaning supplies	05/26/2026	3.99
	052626	First aid kit replacements	05/26/2026	26.32
	052626	camlock fitting	05/26/2026	47.84
	052626	brass fitting	05/26/2026	40.12
	052626	Firearms Instructor Re-Cert C12	05/26/2026	33.38
	052626	SCADA parts shipping	05/26/2026	48.33
	052626	F07	05/26/2026	252.74
	052626	Car Wash	05/26/2026	11.00
	052626	GROUND RODS	05/26/2026	505.20
	052626	GROUND RODS	05/26/2026	252.60
	052626	GROUND RODS	05/26/2026	926.20
	052626	filter B47	05/26/2026	5.36
	052626	filters and oil SC002 SC006 SC009	05/26/2026	75.69
	052626	filters A106 A29 A28 A11 A04, headlight A01	05/26/2026	98.48
	052626	spark plugs I07, Filters I07 B23 B35	05/26/2026	123.98
	052626	flap wheel F04, seal belts adapters D01, rotors brakes B14, filters	05/26/2026	854.91
	052626	flap wheel F04, seal belts adapters D01, f	05/26/2026	127.96
	052626	batteries	05/26/2026	9.54
	052626	solenoid C08	05/26/2026	4.64
	052626	battery K16, filter B34	05/26/2026	109.53
	052626	Tape F01	05/26/2026	13.49
	052626	Car Wash	05/26/2026	12.00
	052626	Birch Ave	05/26/2026	35.79
	052626	Uniform for City Planner	05/26/2026	36.32
	052626	brass fittings	05/26/2026	20.45
	052626	Firearms Instructor Re-Cert C12	05/26/2026	16.00
	052626	Greenhouse motor	05/26/2026	16.39

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
	052626	Firearms Instructor Re-Cert C12	05/26/2026	9.22
	052626	Car Wash	05/26/2026	5.13
	052626	brass fittings	05/26/2026	21.98
	052626	wrench	05/26/2026	41.30
	052626	AUD/CLB swamp cooler repair	05/26/2026	9.99
	052626	marking paint	05/26/2026	144.61
	052626	marking paint	05/26/2026	86.77
	052626	Street Survival C04 C15	05/26/2026	38.25
	052626	Street Survival C04 C15	05/26/2026	34.95
	052626	Firearms Instructor Re-Cert C12	05/26/2026	12.07
	052626	I12	05/26/2026	250.28
	052626	Street Survival C04 C15	05/26/2026	15.47
	052626	Uniform for Community Development Director	05/26/2026	90.20
	052626	Uniform for City Planner	05/26/2026	14.99
	052626	On Call Phone Case	05/26/2026	26.98
	052626	Uniform for Community Development Director	05/26/2026	49.99
	052626	DEF	05/26/2026	241.26
	052626	work gloves	05/26/2026	82.76
	052626	Maintenance	05/26/2026	77.98
	052626	Rock smasher	05/26/2026	86.40
	052626	Street Survival C04 C15	05/26/2026	47.15
	052626	Rock smasher	05/26/2026	59.18
	052626	Annual Membership	05/26/2026	45.00
	052626	Firearms Instructor Re-Cert C12	05/26/2026	19.97
	052626	Trimmers	05/26/2026	125.48
	052626	Firearms Instructor Re-Cert C12	05/26/2026	13.38
	052626	Street Survival C04 C15	05/26/2026	49.44
	052626	Blade Covers	05/26/2026	137.57
	052626	Safety	05/26/2026	31.99
	052626	Street Survival C04 C15	05/26/2026	29.50
	052626	J36	05/26/2026	2,329.00
	052626	Firearms Instructor Re-Cert C12	05/26/2026	76.15
	052626	Office Supplies	05/26/2026	27.24
	052626	Toner For City Planner printer	05/26/2026	514.96
	052626	rubber good testing	05/26/2026	717.11
	052626	equipment rental	05/26/2026	2,713.50
	052626	Emergency Tools	05/26/2026	510.00
	052626	sprinkler repair parts	05/26/2026	17.38
	052626	Toner cartridges	05/26/2026	358.48
	052626	demo saw repair	05/26/2026	68.49
	052626	Forms Printed	05/26/2026	132.69
	052626	Utilities - City of Cody	05/26/2026	2,687.87
	052626	Utilities - City of Cody	05/26/2026	1,446.55
	052626	Utilities - City of Cody	05/26/2026	.49
	052626	Utilities - City of Cody	05/26/2026	681.53
	052626	Utilities - City of Cody	05/26/2026	421.90
	052626	Utilities - City of Cody	05/26/2026	591.29
	052626	Utilities - City of Cody	05/26/2026	1,436.70
	052626	Utilities - City of Cody	05/26/2026	423.98
	052626	Utilities - City of Cody	05/26/2026	1,057.30
	052626	Utilities - City of Cody	05/26/2026	14.12
	052626	Utilities - City of Cody	05/26/2026	181.74
	052626	Utilities - City of Cody	05/26/2026	314.54
	052626	Utilities - City of Cody	05/26/2026	10.46
	052626	Utilities - City of Cody	05/26/2026	10.46
	052626	Utilities - City of Cody	05/26/2026	535.77
	052626	Utilities - City of Cody	05/26/2026	10.46
	052626	Utilities - City of Cody	05/26/2026	19.82

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
	052626	Utilities - City of Cody	05/26/2026	10.46
	052626	Utilities - City of Cody	05/26/2026	54.60
	052626	Utilities - City of Cody	05/26/2026	10.46
	052626	Utilities - City of Cody	05/26/2026	1,364.94
	052626	Utilities - City of Cody	05/26/2026	1,364.94
	052626	Irrigation	05/26/2026	7.69
	052626	Utilities - City of Cody	05/26/2026	929.13
	052626	Utilities - City of Cody	05/26/2026	16.70
	052626	Utilities - City of Cody	05/26/2026	15.53
	052626	Utilities - City of Cody	05/26/2026	7,040.81
	052626	Utilities - City of Cody	05/26/2026	7,040.22
	052626	Utilities - City of Cody	05/26/2026	16.70
	052626	Utilities - City of Cody	05/26/2026	808.46
	052626	Utilities - City of Cody	05/26/2026	5.70
	052626	Utilities - City of Cody	05/26/2026	755.89
	052626	Utilities - City of Cody	05/26/2026	595.14
	052626	Utilities - City of Cody	05/26/2026	113.33
	052626	fittings	05/26/2026	16.57
	052626	Toner cartridges	05/26/2026	876.42
	052626	RW boxes	05/26/2026	104.27
	052626	Restrooms	05/26/2026	7.99
	052626	Irrigation	05/26/2026	22.87
	052626	Leadership Training Class	05/26/2026	299.00
	052626	Irrigation	05/26/2026	32.13
	052626	Treasury Fraud Webinar	05/26/2026	105.00
	052626	Supplies	05/26/2026	110.00
	052626	Return Duty Ballcaps	05/26/2026	407.04-
	052626	Decals	05/26/2026	19.90
	052626	screws G02	05/26/2026	3.76
	052626	Irrigation	05/26/2026	32.47
	052626	Supplies	05/26/2026	7.01
	052626	Industrial	05/26/2026	10.23
	052626	Supplies	05/26/2026	7.66-
	052626	Cover G02	05/26/2026	35.91
	052626	Annual Membership	05/26/2026	50.00
	052626	Supplies	05/26/2026	7.66
	052626	Risk Assessments	05/26/2026	350.65
	052626	Supplies	05/26/2026	65.56
	052626	UA/Evidence to Lab	05/26/2026	7.52
	052626	chain saw chain	05/26/2026	24.29
	052626	Cleaning	05/26/2026	15.18
	052626	rain bibs	05/26/2026	129.98
	052626	Windshield A101	05/26/2026	728.82
	052626	Caulk and Liquid Nails	05/26/2026	30.57
	052626	galvanized fittings	05/26/2026	36.24
	052626	pvc sweeps, couplings	05/26/2026	1,388.63
	052626	First Aid Kit Items	05/26/2026	18.03
	052626	Pens	05/26/2026	40.72
	052626	Pen refills	05/26/2026	10.79
	052626	ASAP supplies	05/26/2026	180.71
	052626	Greenhouse	05/26/2026	299.99
	052626	Cleaning/Janitorial Supplies	05/26/2026	350.25
	052626	Cleaning/Janitorial Supplies	05/26/2026	350.25
	052626	Cleaning/Janitorial Supplies	05/26/2026	350.25
	052626	Cleaning/Janitorial Supplies	05/26/2026	350.26
	052626	Supplies for the EAT summer picnics.	05/26/2026	35.13
	052626	Supplies for the EAT summer picnics.	05/26/2026	67.56
	052626	Supplies for the EAT summer picnics.	05/26/2026	13.51

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
	052626	Supplies for the EAT summer picnics.	05/26/2026	5.40
	052626	Supplies for the EAT summer picnics.	05/26/2026	10.81
	052626	Supplies for the EAT summer picnics.	05/26/2026	32.43
	052626	Supplies for the EAT summer picnics.	05/26/2026	27.02
	052626	Supplies for the EAT summer picnics.	05/26/2026	8.11
	052626	Supplies for the EAT summer picnics.	05/26/2026	2.70
	052626	Supplies for the EAT summer picnics.	05/26/2026	24.32
	052626	Supplies for the EAT summer picnics.	05/26/2026	13.51
	052626	Supplies for the EAT summer picnics.	05/26/2026	8.11
	052626	Supplies for the EAT summer picnics.	05/26/2026	21.63
	052626	Windshield A21	05/26/2026	513.18
	052626	Liftbar and arms C07	05/26/2026	4,526.65
	052626	Car Wash	05/26/2026	13.00
	052626	Car Wash	05/26/2026	12.00
	052626	supplies to fix the last hole at mini golf	05/26/2026	14.11
	052626	Utilities - Verizon	05/26/2026	24.24
	052626	Utilities - Verizon	05/26/2026	137.77
	052626	Utilities - Verizon	05/26/2026	20.02
	052626	Utilities - Verizon	05/26/2026	38.37
	052626	Utilities - Verizon	05/26/2026	156.82
	052626	Utilities - Verizon	05/26/2026	20.02
	052626	Utilities - Verizon	05/26/2026	60.03
	052626	Utilities - Verizon	05/26/2026	96.76
	052626	Utilities - Verizon	05/26/2026	38.37
	052626	Utilities - Verizon	05/26/2026	251.91
	052626	Utilities - Verizon	05/26/2026	20.02
	052626	Utilities - Verizon	05/26/2026	38.37
	052626	Utilities - Verizon	05/26/2026	38.37
	052626	Utilities - Verizon	05/26/2026	45.89
	052626	Utilities - Verizon	05/26/2026	90.13
	052626	Utilities - Verizon	05/26/2026	12.52
	052626	Utilities - Verizon	05/26/2026	25.87
	052626	Utilities - Verizon	05/26/2026	66.39
	052626	Utilities - Verizon	05/26/2026	32.14
	052626	Utilities - Verizon	05/26/2026	26.65
	052626	Utilities - Verizon	05/26/2026	80.52
	052626	Utilities - Verizon	05/26/2026	50.49
	052626	Utilities - Verizon	05/26/2026	223.30
	052626	Utilities - Verizon	05/26/2026	143.22
	052626	Utilities - Verizon	05/26/2026	38.35
	052626	Joystick G02	05/26/2026	1,404.42
	052626	Athletics	05/26/2026	879.43
	052626	sprayer	05/26/2026	29.98
	052626	Irrigation	05/26/2026	8.78
	052626	Printer cord	05/26/2026	7.64
	052626	Safety boots	05/26/2026	154.99
	052626	lip balm holder for welcome bags	05/26/2026	22.75
	052626	loom band for ASAP/KOM	05/26/2026	22.75
	052626	3-Ring Binders and Index Tabs	05/26/2026	54.63
	052626	Motivational notebooks for the welcome bag.	05/26/2026	24.74
	052626	Chemicals	05/26/2026	418.56
	052626	Chemicals	05/26/2026	418.55
	052626	Gloves	05/26/2026	34.48
	052626	Plumbing	05/26/2026	3.65
	052626	Tools	05/26/2026	12.33
	052626	Baseball	05/26/2026	1,315.44
	052626	Paddlelock	05/26/2026	18.99
	052626	canned duster	05/26/2026	35.32

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
	052626	cleaners and lubricants	05/26/2026	30.93
	052626	Shop gate	05/26/2026	18.00
	052626	Filter F01	05/26/2026	52.08
	052626	Removable wedge for aquatics crash gate.	05/26/2026	22.98
	052626	ductile iron saw blade	05/26/2026	156.09
	052626	ductile iron saw blade	05/26/2026	156.08
	052626	Street Survival Training C04 C15	05/26/2026	547.48
	052626	ALERRT Train the Trainer C22	05/26/2026	374.64
	052626	Shop fence	05/26/2026	12.84
	052626	keychains for the welcome bags.	05/26/2026	135.99
	052626	Supplies	05/26/2026	27.98
	052626	magicard printer ink	05/26/2026	199.98
	052626	pickleball paddle/ball holders	05/26/2026	125.87
	052626	Saw	05/26/2026	59.99
	052626	Network Infrastructure Upgrade	05/26/2026	2,914.60
	052626	Keychains for our welcome bags	05/26/2026	99.27
	052626	Cleaning	05/26/2026	23.96
	052626	towels and solution	05/26/2026	28.85
	052626	Office Supplies	05/26/2026	16.99
	052626	Network Infrastructure Upgrade	05/26/2026	236.47
	052626	Duty Boots C02	05/26/2026	207.46
	052626	Disney Plus	05/26/2026	18.99
	052626	rw repair parts	05/26/2026	71.68
	052626	propane	05/26/2026	48.75
	052626	Shower drain screens	05/26/2026	74.99
	052626	nuts and bolts to put up aquatic rock wall	05/26/2026	3.58
	052626	connectors for rw tank	05/26/2026	19.32
	052626	Mower	05/26/2026	172.62
	052626	for use with DNA swabs	05/26/2026	53.51
	052626	Mower	05/26/2026	5.27
	052626	Utilities - TCT	05/26/2026	136.40
	052626	Utilities - TCT	05/26/2026	98.13
	052626	Utilities - TCT	05/26/2026	1,297.39
	052626	Utilities - TCT	05/26/2026	120.45
	052626	Utilities - TCT	05/26/2026	218.49
	052626	Utilities - TCT	05/26/2026	568.62
	052626	Utilities - TCT	05/26/2026	568.62
	052626	Utilities - TCT	05/26/2026	66.45
	052626	Utilities - TCT	05/26/2026	98.13
	052626	Utilities - TCT	05/26/2026	218.49
	052626	Utilities - TCT	05/26/2026	160.00
	052626	Utilities - TCT	05/26/2026	225.11
	052626	Utilities - TCT	05/26/2026	98.35
	052626	Utilities - TCT	05/26/2026	99.62
	052626	Swabs for buccal DNA testing	05/26/2026	33.91
	052626	Bracket F07	05/26/2026	329.63
	052626	Pool testing	05/26/2026	29.65
	052626	Class A Shirt & Pant C02	05/26/2026	171.60
	052626	Logo stickers.	05/26/2026	86.98
	052626	Kleenex	05/26/2026	34.19
	052626	pool testing	05/26/2026	45.58
	052626	Annual Membership Dues C14	05/26/2026	85.00
	052626	gloves	05/26/2026	55.00
	052626	gloves	05/26/2026	55.00
	052626	Training C17	05/26/2026	550.00
	052626	mother's mental health event	05/26/2026	70.64
	052626	prv gauge	05/26/2026	20.57
	052626	Treadmill for Gym	05/26/2026	3,119.98

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
	052626	Spotify	05/26/2026	21.99
	052626	Instructor Development C18	05/26/2026	550.00
	052626	Basic Instructor Training C18 C17	05/26/2026	42.70
	052626	Basic Instructor C17	05/26/2026	29.77
	052626	Filter F01	05/26/2026	61.17
	052626	belt and cap A21	05/26/2026	159.05
	052626	Instructor Development C17	05/26/2026	208.30
	052626	repair parts for sprinkler system	05/26/2026	91.38
	052626	brass valves	05/26/2026	54.33
	052626	Sand to fill the water hole at Mini Golf	05/26/2026	7.59
	052626	Duty gear	05/26/2026	193.50
	052626	Supplies	05/26/2026	21.54
	052626	Supplies to fix things at mini golf that will then be used at the Rec for other purposes	05/26/2026	10.48
	052626	Supplies to fix things at mini golf that will then be used at the Rec for other purposes	05/26/2026	10.48
	052626	Rifle securing kit	05/26/2026	301.75
	052626	batteries	05/26/2026	27.02
	052626	Greenhouse	05/26/2026	18.99
	052626	Nitrile Gloves	05/26/2026	777.62
	052626	valve	05/26/2026	32.05
	052626	Employee appreciation breakfast	05/26/2026	57.31
	052626	Business Cards C02	05/26/2026	44.98
	052626	Basic Instructor Development C17	05/26/2026	50.10
	052626	Supplies	05/26/2026	30.36
	052626	Car wash	05/26/2026	11.00
	052626	Duty Gear	05/26/2026	167.03
Total WELLS FARGO COMMERICAL CARD:				100,814.09
<b>WEST PARK HOSPITAL</b>				
CODY REGIONAL HEALTH	051426	DUI BLOOD DRAW - CASE# 26-197	05/14/2026	150.00
Total WEST PARK HOSPITAL:				150.00
<b>WILSON BROTHERS CONSTRUCTION INC</b>				
	051126	PAY APP 13 Tree Streets Waterline Replacement Project - Phase 1	05/11/2026	174,658.23
	051126	RET 13 TREE STREETS WATERLINE PHASE 1	05/11/2026	8,732.91-
Total WILSON BROTHERS CONSTRUCTION INC:				165,925.32
<b>WOLFF INDUSTRIES, INC</b>				
KEELE SANITATION	831564	PORTABLE RESTROOMS	04/30/2026	170.00
KEELE SANITATION	831799	PORTABLE RESTROOMS	04/30/2026	170.00
Total WOLFF INDUSTRIES, INC:				340.00
<b>WYOMING CHILD SUPPORT</b>				
	52226	Garnishment Remittance # 227551	05/22/2026	323.07
Total WYOMING CHILD SUPPORT:				323.07
Grand Totals:				1,807,088.92
				<u>363,435.16</u>
				Payroll Total 5/4-5/17
				<u>2,170,524.08</u>
				Total

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Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
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Report Criteria:

Detail report.  
Invoices with totals above \$0 included.  
Paid and unpaid invoices included.  
Invoice Detail.Input date = 05/26/2026  
Invoice.Batch = {NOT LIKE} "1"

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<b>Meeting Date:</b> June 2, 2026 <b>Department:</b> Public Works <b>Staff Reference:</b> Phillip Bowman, Jake Moyer
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## **AGENDA ITEM SUMMARY REPORT**

### **Amendment No. 1 to the Agreement for Professional Services with JUB Engineers for the Raw Water Pump Station Project**

#### **PROPOSED ACTION:**

Consider approval of Amendment No. 1 to the Agreement for Professional Services with JUB Engineers for the Raw Water Pump Station Project

#### **SUMMARY OF INFORMATION:**

The Cody Raw Water Pump Station Rehabilitation Project (Project) includes the replacement, upgrade, and rehabilitation of the Beck Lake and New Cody raw water pump stations. The Project will replace three pumps and motors in the New Cody Raw Water Pump Station and two pumps and motors in the Beck Lake Raw Water Pump Station with variable frequency drives (for energy cost savings), install a control valve for tank level control, provide roof improvements, and complete electrical and mechanical modernization at the two pump stations.

JUB Engineers was selected as the engineering consultant for the Project in 2025, and the work with JUB has been broken into multiple phases. Phase 1 included evaluation of existing raw water use data, hydraulic modeling of the raw water distribution system, preparation of conceptual designs, and preliminary design drawings and cost estimates with a not-to-exceed fee amount of \$89,600. Phase 2 includes the preparation of the final design, construction plans and bid documents, final cost estimates, and bidding support. The negotiated fee for Amendment No. 1 (for Phase 2 work) has a not-to-exceed amount of \$133,900, bringing the total amount under contract with JUB to \$223,500.

Upon completion of Phase 2 and award of the Project construction to a contractor, the scope and fee for Phase 3 (construction oversight and administration) of the Project will be negotiated with JUB and presented to City Council for approval at a later date. It is anticipated that construction of the Project will occur between October 2026 and May 2027 to allow for the start of the City's raw water service in the spring of 2027.

Amendment No. 1 with JUB was originally approved by the City Council at the Regular Meeting on April 7, 2026. Upon review of the Amendment by the City Attorney, the terms and conditions of the document were modified. Therefore, Amendment No. 1 is being presented for City Council approval with the revised contract language approved by the City Attorney.

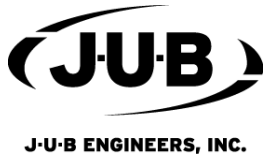
#### **FISCAL IMPACT:**

The approved FY 2026 Budget includes \$200,000 for the design of the Project in the Water Enterprise Fund. With approval of Amendment No. 1, the total amount under contract with JUB will be \$223,500. The overage amount (\$23,500) will not be spent prior to the end of FY 2026 on June 30, 2026, and additional funding to complete the Project design and construction is

included in the proposed FY 2027 Budget in the Water Enterprise Fund.

**ATTACHMENTS:**

1. Raw Water Pump Station Project - JUB Amendment No. 1 REVISED 04292026



J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES

Authorization for Contract Amendment

CLIENT: City of Cody

Project Name: Raw Water Pump Station Rehabilitation

J-U-B Project Number: 65-25-015

- 1. Amendments. The following amendments to Attachment 1 – Scope of Services, Basis of Fee and Schedule to the project referenced above have been or will be performed by J-U-B ENGINEERS, Inc. (J-U-B). These Amendments are a supplement to the scope of services contained in J-U-B's existing Agreement for Professional Services for this Project, dated 8/11/25. All other TERMS AND CONDITIONS of said Agreement remain in full force and effect.

Authorization for Contract Amendment #1, Dated 3/9/26

- 2. Verbal Authorization by CLIENT, if Applicable. J-U-B was verbally authorized by the CLIENT to provide these Amendments by:

Name Date

- 3. Payment for Amendments. Unless otherwise noted below, J-U-B will provide these Amendments on a time and materials basis, using J-U-B's standard billing rates or, if applicable, the billing rates established in the initial Agreement for Professional Services.

Other Basis for Payment:

\_\_\_\_\_

- 4. Schedule of Services. Due to the Amendments, the Schedule of Services to be performed under the original Agreement for Professional Services is modified as follows:

See Amendment

Dated this \_\_\_\_ day of \_\_\_\_, \_\_\_\_.

CLIENT

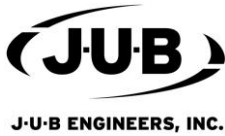
J-U-B ENGINEERS, Inc.

By: Project Representative or Authorized Signatory for CLIENT

By: [Signature] Project Representative or Authorized Signatory for J-U-B

Print or Type Name and Title

Brian Deeter/Vice President Print or Type Name and Title



**J-U-B ENGINEERS, Inc.  
AGREEMENT FOR PROFESSIONAL SERVICES**

**Attachment 1 – Scope of Services, Basis of Fee, and Schedule**

**PROJECT NAME:** Raw Water Pump Station Rehabilitation

**CLIENT:** City of Cody

**J-U-B PROJECT NUMBER:** 65-25-015

**CLIENT PROJECT NUMBER:** Click or tap here to enter text.

**ATTACHMENT TO:**

- AGREEMENT DATED:** Click or tap to enter a date.; or  
 **AUTHORIZATION FOR CONTRACT AMENDMENT #1; DATED: 3/9/2026**

The referenced Agreement for Professional Services executed between J-U-B ENGINEERS, Inc. (J-U-B) and the CLIENT is amended and supplemented to include the following provisions regarding the Scope of Services, Basis of Fee, and/or Schedule:

**PART 1 - PROJECT UNDERSTANDING**

J-U-B's understanding of this project's history and CLIENT's general intent and scope of the project are described as follows:

The Cody Raw Water Pump Station Rehabilitation Project (Project) includes design and construction administration for replacement, upgrading and rehabilitation of the Beck Lake and New Cody pump intakes and stations. The Project is divided into three phases. Phase 2 includes preparation of final designs, cost estimates and project manual to replace three pumps and motors in the New Cody Raw Water Pump Station and two pumps and motors in the Beck Lake Raw Water Pump Station with variable frequency drives, control valve for tank operation, roof improvements and building electrical and mechanical modernization for the two pump stations.

**PART 2 - SCOPE OF SERVICES BY J-U-B**

J-U-B's Services under this Agreement are limited to the following tasks. Any other items necessary to plan and implement the project, including but not limited to those specifically listed in PART 3, are the responsibility of CLIENT.

**A. Phase 2 Task 1: Field Survey**

1. Task Goals:
  - a. Acquire field data necessary to complete the design of the project.
2. Task Scope:
  - a. Field map the following using the City of Cody horizontal and vertical datums.
    - i. Topographic survey
    - ii. Utility mapping
    - iii. Other existing improvements (fences, structures, roads, etc.)
    - iv. Detailed dimensions of piping and appurtenances in the buildings.
3. Task Deliverables:
  - a. Digital base map for use during design.

**B. Phase 2 Task 2: Final Design**

1. Task Goals:
  - a. Prepare project manual and bidding documents to solicit bids.

2. Task Scope:
  - a. Prepare final design drawings and specifications indicating the scope, extent and character of the Work to be performed and furnished by the contractor for the following:
    - i. Replacement of three pumps and motors in the New Cody Pump Station and VFD's.
    - ii. Replacement of two pumps and motors in the Beck Lake Pump Station and VFD's.
    - iii. Building mechanical piping and electrical modernization
    - iv. Roof modifications to include curbing to prevent leaks and roof hatches for pump removal.
    - v. Altitude and check valves, vault and associated piping for tank filling and isolation.
    - vi. SCADA as necessary to operate and monitor the system.
  - b. Visit the site as needed to assist in the preparation.
  - c. Advise City of any recommended adjustments to the opinion of probable construction cost. Engineer will revise the preliminary opinion of probable construction cost according to any updates, changes, and further details added during the Final Design Task.
  - d. Assist Owner in assembling known reports and drawings of site conditions, and in identifying the technical data contained in such reports and drawings upon which the bidders or other prospective contractors may rely.
  - e. Complete final hydraulic analysis.
  - f. Conduct project meetings as necessary to obtain feedback at 60% and 90% design.
3. Task Deliverables:
  - a. 60% Review Plans
  - b. 90% Review Plans
  - c. Final plans and specifications.

### C. Phase 2 Task 2: Bidding Documents

1. Task Goals:
  - a. Prepare bidding documents and project manual for soliciting bids from contractors, provide bidding support and recommendation
2. Task Scope:
  - a. Prepare contract documents for advertising and bidding.
  - b. Prepare advertisement.
  - c. Conduct Pre-bid Meeting and prepare minutes.
  - d. Issue addenda and answer questions as needed.
  - e. Issue recommendation of award.
3. Task Deliverables:
  - a. Project Manual, Addenda, Recommendation of Award, Bid Tabulation

### PART 3 - CLIENT-PROVIDED WORK AND ADDITIONAL SERVICES

- A. **CLIENT-Provided Work** - CLIENT is responsible for completing, or authorizing others to complete, all tasks not specifically included above in PART 2 that may be required for the project including, but not limited to:
  1. Provide existing information and project documents including:
    - a. City of Cody 2021 Water Master Plan
    - b. City of Cody Raw Water System Hydraulic Model
    - c. Any Record Drawings, design reports, project data available for the existing pump stations, tank, etc.
  2. Provide timely review of communications and submittals.
  3. Provide access to sites and facilities.
  4. Provide detailed information on current operations and deficiencies.
  5. Attend project meetings.
  6. Provide feedback and input on

- a. Design elements
  - b. SCADA,
  - c. Building improvement options,
  - d. Level of service desired,
  - e. Equipment Preferences.
7. Review meeting minutes.

- B. Additional Services** - CLIENT reserves the right to add future tasks for subsequent phases or related work to the scope of services upon mutual agreement of scope, additional fees, and schedule. These future tasks, to be added by amendment at a later date as Additional Services, may include:
- 1. Phase 3

**PART 4 - BASIS OF FEE AND SCHEDULE OF SERVICES**

A. CLIENT shall pay J-U-B for the identified Services in PART 2 as follows:

- 1. For Time and Materials fees:
  - a. For all services performed on the project, Client shall pay J-U-B an amount equal to the cumulative hours charged to the Project by each class of J-U-B's personnel times J-U-B's standard billing rates but the total project fees shall not exceed \$133,900.
- 2. J-U-B may alter the distribution of compensation between individual tasks to be consistent with services actually rendered while not exceeding the total project amount.

**B. Period of Services**

- 1. If the planned period of service for the Tasks identified above extend more than one year, J-U-B's billing rates and/or fees for remaining Tasks may be increased to account for direct labor cost, rate table adjustments, or other inflationary increases. If that occurs, an adjustment to the billing rates and/or Fee will be computed based on remaining scope amount times the specific rate increase.
- 2. If the period of service for the Tasks identified above is extended beyond 6 months or if the Project has stop/start iterations, the compensation amount for J-U-B's services may be appropriately adjusted to account for salary adjustments, extended duration of project management and administrative services, and/or costs related to stop/start cycles including necessary monitoring and communication efforts during inactive periods.
- 3. However, no increase shall become effective until J-U-B gives CLIENT written notice of the proposed increase at least 30 days prior to the effective change. In no case shall the change in fees authorize an increase in the total project fees as described above.

C. CLIENT acknowledges that J-U-B's schedule commitments outlined in Part 4 are subject to the standard of care and J-U-B will not be responsible for delays beyond our direct control.

D. The following table summarizes the fees and anticipated schedule for the services identified in PART 2.

Task Number	Task Name	Fee Type	Amount	Anticipated Schedule
1	Project Coordination/Management	Time and Materials (Ceiling Amount Shown)	\$6,200	Concurrent with work progress
2	Field Survey	Time and Materials (Ceiling Amount Shown)	\$3,400	Completed within 2 weeks after executed.
3	Design Services 60%	Time and Materials (Ceiling Amount Shown)	\$57,900	Draft for CLIENT review 1 months after executed

4	Design Services 90%	Time and Materials (Ceiling Amount Shown)	\$35,400	Draft for CLIENT review 2 months after 60% Client Comments Received
5	Design Services 100%	Time and Materials (Ceiling Amount Shown)	\$20,300	Final for CLIENT review 2 months after 60% Client Comments Received
6	Bidding	Time and Materials (Ceiling Amount Shown)	\$10,600	TBD
<b>Total:</b>			<b>\$133,900</b>	

**PART 5 - CERTIFICATIONS AND DELIVERABLES**

- A. Electronic deliverables provided to the CLIENT as part of the work described within this Attachment are subject to the provisions of J-U-B's "electronic document/data limited license" found at edocs.jub.com.
- B. The Client understands and agrees that Artificial Intelligence (AI) may be used as a tool on the Project, (along with AI features that are integral to design and other software). Results of AI and software applications will be reviewed and, if necessary, modified by J-U-B prior to submittal as a Deliverable.

*For internal J-U-B use only:*

PROJECT LOCATION (STATE): Wyoming

TYPE OF WORK: City

R&D: No

DISCIPLINE: Hydrology & Hydraulics

PROJECT DESCRIPTION(S):

1. Irrigation/Drainage (I06)
2. Water Supply/Distribution (W03)

<b>Meeting Date:</b> June 2, 2026 <b>Department:</b> Public Works <b>Staff Reference:</b> Phillip Bowman, Jake Moyer
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## **AGENDA ITEM SUMMARY REPORT**

### **Short Form Agreement with HDR Engineering, Inc. for the West Yellowstone Avenue Pedestrian Improvements Project**

#### **PROPOSED ACTION:**

Consider approval of the Short Form Agreement with HDR Engineering, Inc. for the West Yellowstone Avenue Pedestrian Improvements Project

#### **SUMMARY OF INFORMATION:**

The West Yellowstone Avenue Pedestrian Improvements Project (Project) will complete sidewalk and pedestrian improvements along the south side of West Yellowstone Avenue and east side of 8th Street. The Project has received grant funding from the Wyoming Department of Transportation (WYDOT) through a FY 2026 TAP Grant. The TAP Grant provides funding for the design of the Project in the total amount of \$250,000, with \$226,225 of grant funding from WYDOT and \$23,775 of funding from the City as the required local match. The Subrecipient Agreement between WYDOT and the City was approved by the City Council on November 18, 2025.

With WYDOT TAP Grant funding in place, a Qualifications Based Selection (QBS) process was undertaken to evaluate firms who have shown interest in working with the City on this Project. A Request for Qualifications (RFQ) was publicly advertised in the Cody Enterprise requesting that qualified firms submit a Statement of Qualifications (SOQ) package to be considered as the City's engineering consultant for the Project. Two (2) firms submitted SOQ packages, and City Staff determined HDR Engineering of Lander, WY, as the #1 ranked firm. Negotiations with HDR to develop the scope of work and fee proposal for the first phase of the Project (field survey, conceptual planning, and preliminary design) have been completed, and the Short Form Agreement between Owner and Engineer defines the not-to-exceed fee amount of \$180,006.18 for this work.

Upon completion of the first phase of work, an Amendment to the Short Form Agreement will be negotiated for the next phase of work (final design and bidding document preparation) later in calendar year 2026 and presented for City Council approval at a future date. It is anticipated that the preliminary design will be completed in late 2026, and the final design and bidding documents will be completed in early 2027. Upon completion of the final design, the City will need to apply for a second, separate WYDOT TAP Grant to provide construction funding for the Project in 2027. If the second WYDOT TAP Grant is awarded to the City, construction of the Project could start in calendar year 2028.

The Short Form Agreement with HDR was originally approved by the City Council at the Regular Meeting held on April 7, 2026. Upon review of the Agreement by the City Attorney, the terms and conditions of the document were modified. Therefore, the Agreement is being

presented for City Council approval with the revised contract language approved by the City Attorney.

**FISCAL IMPACT:**

With approval of the WYDOT Subrecipient Grant Agreement by the City Council on November 18, 2025, the FY 2026 Budget includes \$250,000 in the Streets Maintenance division provided through the Capital Acquisition Fund for design costs of the Project. Approval of the Short Form Agreement in the amount \$180,006.18 is within the existing Project funding amount. The design of the Project will be completed over multiple fiscal years, and the funding currently in the FY 2026 Budget will be carried over to FY 2027.

**ATTACHMENTS:**

1. West Yellowstone Sidewalk Phase 1 - Short Form Agreement with HDR REVISED

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

This is an Agreement between **City of Cody, Wyoming** (Owner) and **HDR Engineering, Inc.** (Engineer). Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as **West Yellowstone Avenue Sidewalk Improvements** (Project). Engineer's services under this Agreement (Services) are generally identified as **design services to fill in gaps in the sidewalk network along West Yellowstone Avenue and 8<sup>th</sup> Street between Canyon Street and Rocky Mountain Car Wash.**

Owner and Engineer further agree as follows:

## 1.01 Services of Engineer

- A. Engineer shall provide or furnish the Services set forth in this Agreement, and any Additional Services authorized by Owner and consented to by Engineer.

## 2.01 Owner's Responsibilities

- A. Owner shall provide Engineer with existing Project-related information and data in Owner's possession and needed by Engineer for performance of Engineer's Services. Owner will advise the Engineer of Project-related information and data known to Owner but not in Owner's possession. Engineer may use and rely upon Owner-furnished information and data in performing its Services, subject to any express limitations applicable to the furnished items.

- 1. Following Engineer's assessment of initially-available Project information and data, and upon Engineer's request, Owner shall obtain, furnish, or otherwise make available (if necessary through retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Services; or, with consent of Engineer, Owner may authorize the Engineer to obtain or provide all or part of such additional information and data as Additional Services.

- B. Owner shall provide necessary direction and make decisions, including prompt review of Engineer's submittals, and carry out its other responsibilities in a timely manner so as not to delay Engineer's performance. Owner shall give prompt notice to Engineer whenever Owner observes or otherwise becomes aware of (1) any relevant, material defect or nonconformance in Engineer's Services, or (2) any development that affects the scope or time of performance of Engineer's Services.

## 3.01 Schedule for Rendering Services

- A. Engineer shall complete its Services within the following specific time period: **In accordance with the project schedule identified Appendix 1.** If no specific time period is indicated, Engineer shall complete its Services within a reasonable period of time.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are delayed or suspended, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

#### 4.01 Invoices and Payments

- A. Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 45 days of receipt.
- B. Payment: As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in this Paragraph 4.01, Invoices and Payments. If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.
- C. Failure to Pay: If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 45 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; (2) in addition Engineer may, after giving 7 days' written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges, and in such case Owner waives any and all claims against Engineer for any such suspension; and (3) if any payment due Engineer remains unpaid after 90 days, Engineer may terminate the Agreement for cause pursuant to Paragraph 5.01.A.2.
- D. Reimbursable Expenses: Engineer is entitled to reimbursement of expenses only if so indicated in Paragraph 4.01.E or 4.01.F. If so entitled, and unless expressly specified otherwise, the amounts payable to Engineer for reimbursement of expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external expenses allocable to the Project, including Engineer's subcontractor and subconsultant charges.
- E. Basis of Payment
  - 1. Owner shall pay Engineer for Services as follows:
    - a. Compensation for Engineer's services under this Agreement shall be on the basis of cost plus fixed fee.
    - b. Engineer's fixed fee will be \$16,479.84.
    - c. Total Cost Not-To-Exceed for the preliminary design phase is \$180,006.18.
    - d. Engineer's Cost Proposal is attached as Appendix 2.

#### 5.01 Termination

- A. Termination for Cause
  - 1. Either party may terminate the Agreement for cause upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement, through no fault of the terminating party.
    - a. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 5.01.A.1 if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds

diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. In addition to its termination rights in Paragraph 5.01.A.1, Engineer may terminate this Agreement for cause upon 7 days' written notice (a) if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional, (b) if Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, (c) if payment due Engineer remains unpaid for 90 days, as set forth in Paragraph 4.01.C, or (d) as the result of the presence at the Site of undisclosed Constituents of Concern as set forth in Paragraph 6.01.I.
  3. Engineer will have no liability to Owner on account of any termination by Engineer for cause.
- B. Termination for Convenience: Owner may terminate this Agreement for convenience, effective upon Engineer's receipt of notice from Owner.
- C. Payments Upon Termination: In the event of any termination under Paragraph 5.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement, and to reimbursement of expenses incurred through the effective date of termination. Upon making such payment, Owner will have the limited right to the use of all deliverable documents, whether completed or under preparation, subject to the provisions of Paragraph 6.01.F, at Owner's sole risk.
1. If Owner has terminated the Agreement for cause and disputes Engineer's entitlement to compensation for services and reimbursement of expenses, then Engineer's entitlement to payment and Owner's rights to the use of the deliverable documents will be resolved in accordance with the dispute resolution provisions of this Agreement or as otherwise agreed in writing.
  2. If Owner has terminated the Agreement for convenience, or if Engineer has terminated the Agreement for cause, then Engineer will be entitled, in addition to the payments identified above, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's subcontractors or subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Paragraph 4.01.F.

#### 6.01 General Considerations

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

limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

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

- G. Owner and Engineer agree to transmit, and accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- H. Owner does not waive its governmental or sovereign immunity, and does not waive any of the immunities, defenses or limitations provided by the Wyoming Governmental Claims Act. Owner specifically reserves the right to assert immunity as a defense to any action arising under this Agreement.
- I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute will be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- K. This Agreement is to be governed by the laws of the state in which the Project is located.
- L. Engineer's Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

#### 7.01 Definitions

- A. Constructor—Any person or entity (not including the Engineer, its employees, agents, representatives, subcontractors, and subconsultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- B. Constituent of Concern—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), lead based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or

becomes listed, regulated, or addressed pursuant to laws and regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

8.01 Successors, Assigns, and Beneficiaries

A. Successors and Assigns

1. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 8.01.A.2 the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
2. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

- B. Beneficiaries: Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

9.01 Total Agreement

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

**Attachments:**

**Appendix 1, Engineer's Proposed Schedule**

**Appendix 2, Engineer's Cost Proposal**

**Appendix 3, Engineer's Scope of Services**

**Attachment 1, Federal General Provisions**

This Agreement's Effective Date is **May 5, 2026**.

Owner:

\_\_\_\_\_  
(name of organization)

By: \_\_\_\_\_  
(authorized individual's signature)

Date: \_\_\_\_\_  
(date signed)

Name: \_\_\_\_\_  
(typed or printed)

Title: \_\_\_\_\_  
(typed or printed)

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_

Designated Representative:

Name: \_\_\_\_\_  
(typed or printed)

Title: \_\_\_\_\_  
(typed or printed)

Address:

\_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Engineer:

HDR Engineering, Inc.  
\_\_\_\_\_  
(name of organization)

By: Jason L. Kjenstad  
(authorized individual's signature)

Date: \_\_\_\_\_  
(date signed)

Name: Jason Kjenstad  
(typed or printed)

Title: Sr. Vice President  
(typed or printed)

Address for giving notices:

101 S Phillips Ave, Suite 401  
Sioux Falls, SD 57104

Designated Representative:

Name: Kyle Lehto  
(typed or printed)

Title: Project Manager  
(typed or printed)

Address:

195 S 5<sup>th</sup> Street  
Lander, WY 82520

Phone: 307-851-8357

Email: Kyle.Lehto@hdrinc.com

This is **Appendix 1, Engineer's Proposed Schedule**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated **May 5, 2026**.



## 6. Project Tasks & Schedule

We understand that the schedule outlined in the SOQ has been included with a completion date of December 2027 to allow for Cody to apply for TAP Construction Funds for the 2028 grant cycle. It is understood that the critical path task for this project is ROW/Easement Acquisition, if needed. The schedule below shows that the need for ROW/easement acquisition, utility relocation, and obstruction relocation will be known by October 2026 with completion of preliminary design plans. If these are not required, the bidding documents would be ready by June of 2027, and we would recommend that Cody applies for Construction funding in the 2027 Grant Cycle (applications are due by the end of June 2027). However, if ROW/easement acquisition is required, it is estimated that minimum of 6 months will be required (starting from October of 2026) and if there are any impasses with landowners, we anticipate that the December 2027 design completion date, would be needed. Our goal for this project is to avoid these scheduling obstacles and prepare a design to allow Cody the ability to apply for construction funds in the 2027 grant cycle.

West Yellowstone Sidewalk Improvements Design Schedule																									
Task Name	Start	Finish	2026												2027										
			Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	
<b>Phase 1 - Survey, Easements, Preliminary Design</b>																									
WYDOT Issuance of NTP for Design	3/16/26	3/16/26	*																						
Project Kickoff Meeting (Week of)	3/23/25	3/27/25	*																						
Property Boundary and Topographic Survey	3/30/26	5/22/26																							
Base Mapping & Background Imagery	4/27/26	6/19/26																							
Preliminary Sidewalk Design	6/8/26	10/16/26																							
Preliminary Design Gerrans Drainage	4/6/26	10/16/26		Geotech																					
Environmental-Begin CAT EX - Agency Letters	8/27/25	10/16/25																							
Initial Meetings with Property Owners	8/27/25	10/31/25																							
Updates for Cody Web Page (every 2-months)	5/1/26	11/26/27			*		*		*		*		*		*		*		*		*		*		*
Determination on ROW/Easement Aquisition	10/16/26	10/16/26										*													
Determination on Utility Relocation	10/16/26	10/16/26										*													
Determination on Obstructions in ROW	10/16/26	10/16/26										*													
<b>Phase 2 - Field Survey, Final Design, and Bidding Documents</b>																									** 2027 TAP Apps Due
ROW/Easment Acquisition (if needed)	11/2/26	12/24/27																							*Add. Aquisition Time w/Impass
Temporary Encroachment Permits (if needed)	11/2/26	12/24/27																							
Utility Relocation Coordination (if needed)	11/2/26	12/24/27																							<--*With WYDOT Assitance-->
Landowners Coord on Obstrcutions (if needed)	11/2/26	12/24/27																							<--*W/out WYDOT Assitance-->
Final Sidewalk Design	10/12/26	3/26/27																							*Assuming Simple Obstructions
Final Reconst/Drainage - Gerrans Ave	10/12/26	3/26/27																							*Assuming Complex Obstructions
Environmental CAT EX Final	7/5/26	10/30/26																							
WYDOT Environmental CAT EX Review	11/2/26	12/25/26																							
WYDOT Plan and Specification Review	4/5/27	5/25/27																							
Bidding Documents Complete and Ready	6/20/27	6/20/27																							*
2027 TAP Application Due	6/30/27	6/30/27																							

## 7. Assistance Required from the City

Pertinent relevant existing data: Topography, existing storm sewer locations, storm modeling, storm water data, utility, right of way information, geotechnical information related to the Cody cobble layer, and survey data.

This is **Appendix 2, Engineer's Cost Proposal**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated **May 5, 2026**.

**COST PROPOSAL - APPENDIX 2**

City of Cody  
Cody West Yellowstone Sidewalk Improvement Project  
TAP Grant Funded through WYDOT  
Cody Wyoming

Prepared by:

**HDR Engineering, Inc.**  
325 Main Street  
Lander, WY 82520  
(307) 228-6063

Design Fee:	\$	163,526.35	Cost-Not-To-Exceed
	\$	16,479.84	Fixed Fee Profit
	\$	180,006.18	Total

Total Fee: \$ 180,006.18

By



5/5/2026

Date

**Wyoming Department of Transportation**

Direct Salary Multiplier (Without Profit)

2.612 Factor

(See Attachment A)

In support of the costs shown on the previous page, we offer the following:

**DIRECT LABOR COST  
MAN-HOUR ESTIMATE**

Project Team					
Dustin Hamilton	10	Man-hours @	\$94.79 /Hour	= \$	947.90
Mike Oakley	10	Man-hours @	\$83.98 /Hour	= \$	839.80
Kyle Lehto	116	Man-hours @	\$57.20 /Hour	= \$	6,635.20
Paden Anderson	191	Man-hours @	\$42.18 /Hour	= \$	8,056.38
Shannon Kaminsky	108	Man-hours @	\$46.50 /Hour	= \$	5,022.00
Michaela Carlson	121	Man-hours @	\$36.97 /Hour	= \$	4,473.37
John Ferguson	44	Man-hours @	\$57.13 /Hour	= \$	2,513.72
Gary Anderson	120	Man-hours @	\$59.63 /Hour	= \$	7,155.60
Nolan Fraser	110	Man-hours @	\$49.37 /Hour	= \$	5,430.70
Gary Wilder	10	Man-hours @	\$54.60 /Hour	= \$	546.00
Paul Sanow	8	Man-hours @	\$89.89 /Hour	= \$	719.12
John Mion	5	Man-hours @	\$56.01 /Hour	= \$	280.05
Kenny Sisson	58	Man-hours @	\$40.69 /Hour	= \$	2,360.02
Dana Wood	58	Man-hours @	\$36.01 /Hour	= \$	2,088.58
Ellie Boeve	12	Man-hours @	\$29.01 /Hour	= \$	348.12
Carla Schwebach	24	Man-hours @	\$59.61 /Hour	= \$	1,430.64
Krista Palmer	46	Man-hours @	\$34.82 /Hour	= \$	1,601.72
Greg Martinez	34	Man-hours @	\$62.60 /Hour	= \$	2,128.40
<b>Total</b>	<b>1085</b>				
<b>DIRECT LABOR COST</b>					<b>\$ <u>52,577.32</u></b>

**SUMMARY OF ESTIMATED COSTS**

**Preliminary Engineering**

**Direct Labor Cost**

Design, Environmental, ROW Services, and Bidding     \$ 52,577.32

**DIRECT LABOR SUBTOTAL**     \$ 52,577.32

**Adjusted Direct Labor Cost**

Direct salary times multiplier     2.612     \$ 137,331.96

**Fixed Fee Profit**

Percent of profit     12%     \$ 16,479.84

**FCCM**

FCCM Adjustment     0.005     \$ 262.89

**DIRECT LABOR PRELIMINARY ENGINEERING SUBTOTAL**     \$ 154,074.68

**Direct Preliminary Engineering Design Phase Non-Labor Charges**

Personal vehicle miles	<u>\$ 246.50</u>
Rental Car Fuel (per gallon)	<u>\$ 180.00</u>
Rental Car (per day)	<u>\$ 380.00</u>
April/May 2026 GSA Lodging Rate (including taxes)	<u>\$ 2,800.00</u>
June 2026 GSA Lodging Rate (including taxes)	<u>\$ 2,870.00</u>
Per Diem (Assumes full day Meals and Incidentals)	<u>\$ 2,220.00</u>
HDR Vehicle Miles	<u>\$ 870.00</u>
Environmental Record Search	<u>\$ 650.00</u>
Title Records Search	<u>\$ 75.00</u>
GPS/Robotic Survey Equipment per hour	<u>\$ 5,000.00</u>
GPS Cost Recovery (Wetland Deleneation) per hour	<u>\$ 100.00</u>
Mailing Costs	<u>\$ 100.00</u>
Outside Printing Costs	<u>\$ 150.00</u>
AGS Geotechnical Services - Subconsultant	<u>\$ 10,290.00</u>

**DIRECT PRELIMINARY ENGINEERING NON-LABOR CHARGES SUBTOTAL**     \$ 25,931.50

**TOTAL FEE REQUESTED**     \$ 180,006.18

Design Cost Not To Exceed	\$ 163,526.35
Design Fixed Fee Profit	\$ 16,479.84

<b>Total</b>	<b>\$ 180,006.18</b>
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**REIMBURSABLE EXPENSES BILLING RATES**

ITEM	BILLING RATES
2 Wheel Drive Personal & HDR Owned Vehicles	Current IRS Rate
B&W and color prints	No Charge
Outside Services (overnight, printing, etc.)	Bill at cost
Meals (per diem)	GSA CONUS
Miscellaneous Expenses	Bill at cost
Motel / Lodging	GSA CONUS
Record Research Costs	Bill at cost
County Line Work and GIS Data	Bill at cost
Rental Vehicles / Fuel misc travel	Bill at cost

## SUMMARY OF EXPENSES

Item	Quantity	Price	Cost
<b>Preliminary Design Phase Engineering</b>			
Personal vehicle miles	340	\$ 0.725	\$ 246.50
Rental Car Fuel (per gallon)	45	\$ 4.000	\$ 180.00
Rental Car (per day)	4	\$ 95.000	\$ 380.00
April/May 2026 GSA Lodging Rate (including taxes)	20	\$ 140.000	\$ 2,800.00
June 2026 GSA Lodging Rate (including taxes)	14	\$ 205.000	\$ 2,870.00
Per Diem (Assumes full day Meals and Incidentals)	30	\$ 74.00	\$ 2,220.00
HDR Vehicle Miles	1200	\$ 0.725	\$ 870.00
Environmental Record Serch	1	\$ 650.000	\$ 650.00
Title Records Search	1	\$ 75.00	\$ 75.00
GPS/Robotic Survey Equipment per hour	100	\$ 50.00	\$ 5,000.00
GPS Cost Recovery (Wetland Deleneation) per hour	5	\$ 20.00	\$ 100.00
Mailing Costs	1	\$ 100.00	\$ 100.00
Outside Printing Costs	1	\$ 150.00	\$ 150.00
AGS Geotechnical Services - Subconsultant	1	\$ 10,290.00	\$ 10,290.00

**FEE SCHEDULE**

<b>Name</b>	<b>Business Title</b>	<b>2024 Hourly Rate (A)</b>	<b>Multiplier (2.612) (B)</b>	<b>FCCM (0.005) (C)</b>	<b>Total Billing Rate *</b>
Dustin Hamilton	Project Principal - PM QA/QC	\$ 94.79	2.612	0.005	\$ 248.07
Mike Oakley	Project Principal	\$ 83.98	2.612	0.005	\$ 219.78
Kyle Lehto	Project Manager	\$ 57.20	2.612	0.005	\$ 149.69
Paden Anderson	Lead Civil Designer	\$ 42.18	2.612	0.005	\$ 110.39
Shannon Kaminsky	Plan Production	\$ 46.50	2.612	0.005	\$ 121.69
Michaela Carlson	Environmental Scientist	\$ 36.97	2.612	0.005	\$ 96.75
John Ferguson	Cultural Resources	\$ 57.13	2.612	0.005	\$ 149.51
Gary Anderson	Senior Land Surveyor	\$ 59.63	2.612	0.005	\$ 156.05
Nolan Fraser	Land Surveyor	\$ 49.37	2.612	0.005	\$ 129.20
Gary Wilder	ROW Exhibits/CADD/Survey	\$ 54.60	2.612	0.005	\$ 142.89
Paul Sanow	Sr Engineer / QA/QC	\$ 89.89	2.612	0.005	\$ 235.24
John Mion	Senior Environmental Engineer	\$ 56.01	2.612	0.005	\$ 146.58
Kenny Sisson	ROW Lead Agent	\$ 40.69	2.612	0.005	\$ 106.49
Dana Wood	ROW Agent/Tech	\$ 36.01	2.612	0.005	\$ 94.24
Josh Hellman	GIS	\$ 48.55	2.612	0.005	\$ 127.06
Ellie Boeve	Administrative Assistant	\$ 29.01	2.612	0.005	\$ 75.92
Carla Schwebach	Project Controller	\$ 59.61	2.612	0.005	\$ 156.00
Krista Palmer	Administrative Assistant	\$ 34.82	2.612	0.005	\$ 91.12
Greg Martinez	ADA Specialist	\$ 62.60	2.612	0.005	\$ 163.82
Clint Conner	Construction Inspector	\$ 39.88	2.612	0.005	\$ 104.37

\* Total Billing Rate = (A)(B) + (A)(C)

Billing rate does not include 12% fixed fee profit.

**SUMMARY OF HOURS - CODY WEST YELLOWSTONE AVE SIDEWALK IMPROVEMENT PROJECT**

6.C.#	Activity	Project Principal PM QA/QC Hamilton	Project Principal Oakley	Project Manager K. Lento	Engineer P. Anderson	CADD S. Kaminsky	Environmental Scientist M. Carlson	Cultural Resources J. Ferguson	Senior Land Surveyor G. Anderson	Land Surveyor Fraser	ROW Exhibits G. Wilder	QA/QC Sanow	Environmental QC Mion	ROW Lead Agent K. Sisson	ROW Agent/Tech D. Wood	Admin Assistant Boeve	Controller Schwebach	Admin Assistant Palmer	ADA Specialist G Martinez	Task Total
<b>1.0</b>	<b>Project Administration</b>																			0
	Project Set Up, Schedule, Management Software, Guide, Budget	2	1	8	8											12	12	6		49
	Project Management	8	2	10													12	4		36
	Team Monthly Status Meetings			14	12	12	4	4	6	6		2		6	4			12		82
	Visit to project site			8	6															14
	<b>SUBTOTAL</b>	<b>10</b>	<b>3</b>	<b>40</b>	<b>26</b>	<b>12</b>	<b>4</b>	<b>4</b>	<b>6</b>	<b>6</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>6</b>	<b>4</b>	<b>12</b>	<b>24</b>	<b>22</b>	<b>0</b>	<b>181</b>
<b>2.0</b>	<b>Topographic Survey and Base Map</b>																			0
	Project Set Up and Legal Research			2					16	4								14		42
	Establish Project Control and Differential Level Loops								14	14										36
	Coordinate and Survey Utility Locates								12	14										28
	Design Topographic Survey (field work)								40	40										80
	Design Survey Base Map Creation and Editing			4		8			6	6										24
	ROW Survey (field work)								16	16										32
	ROW Survey Base Map Creation and Editing			2					10	10	6									28
	<b>SUBTOTAL</b>	<b>0</b>	<b>0</b>	<b>8</b>	<b>0</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>114</b>	<b>104</b>	<b>6</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>14</b>	<b>0</b>	<b>254</b>
<b>3.0</b>	<b>Environmental Permitting</b>																			0
	Preparing Categorical Exclusion			2	4		36	40					5	6						93
	Aquatic Resource Inventory (Visit and Report)						65													65
	Raptor Survey						16													16
	<b>SUBTOTAL</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>4</b>	<b>0</b>	<b>117</b>	<b>40</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>5</b>	<b>6</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>174</b>
<b>4.0</b>	<b>Preliminary Design</b>																			0
	2D Geometric Design		1	4	21															28
	2D Corner Ramp/ADA Design at Intersections (3 Corners)			6	16														20	42
	ADA Driveway Approaches Design - 2D ADA (14 Driveways)			6	14														14	34
	Analysis at Gerrans Drive			12	24															36
	Sulphur Creek Sidewalk			8	16															24
	Obstruction and Utility Relocation Coordination with WYDOT			6	12															18
	Preliminary Plans and Details and WYDOT Standard Plans			6	20	80														106
	Preliminary Summary Tables			4	24	2														30
	Preliminary Cost Estimate			2	6															8
	Preliminary Plan Review and Meeting		4	8	8	6						6								32
	<b>SUBTOTAL</b>	<b>0</b>	<b>5</b>	<b>62</b>	<b>161</b>	<b>88</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>6</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>34</b>	<b>356</b>
<b>5.0</b>	<b>Real Estate Services - TCEs &amp; ROW Specialist Assistance</b>		2																	0
	Parcel Database / Setup / Update			4							4			14	6					28
	Review / Update title, deeds, plans, plats													12	12					24
	Non-Abstract Title Research (DESKTOP)													4	16					20
	Parcel research of contact - record of calls													12	12					24
	Initial Mailing of Notifications													4	8			10		22
	<b>SUBTOTAL</b>	<b>0</b>	<b>2</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>46</b>	<b>54</b>	<b>0</b>	<b>0</b>	<b>10</b>	<b>0</b>	<b>120</b>
<b>Total</b>		<b>10</b>	<b>10</b>	<b>116</b>	<b>191</b>	<b>108</b>	<b>121</b>	<b>44</b>	<b>120</b>	<b>110</b>	<b>10</b>	<b>8</b>	<b>5</b>	<b>58</b>	<b>58</b>	<b>12</b>	<b>24</b>	<b>46</b>	<b>34</b>	<b>1085</b>

This is **Appendix 3, Engineer's Scope of Services**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated **May 5, 2026**.



# Scope of Work – Appendix 3

## West Yellowstone Sidewalk Improvements Project

### City of Cody

#### Project Background

The City of Cody is the recipient of TAP Grant funding, which is federal grant money passed through the Transportation Alternatives Program (TAP) and is managed by the Wyoming Department of Transportation (WYDOT). WYDOT’s Local Government Group manages the funding, the program requirements and assisted the City in selecting the consultant to perform the design of this project. The City of Cody has selected HDR through a qualifications-based selection as the firm to prepare Design documents.

This scope of work is for completion of a preliminary design phase of the project that includes collection of data to help inform decisions as the project progresses into the final design phase. The data collected in this preliminary design phase will define the scope of work for the final design phase (which will be provided at a future date as part of a contract amendment).

#### TASK 1.0–Project Administration

- Project Set Up, Schedule, Management Software, PM Duties, Safety Plan, Budget, and Schedule: HDR will establish the filing system for the project, create the team safety plan as well as the quality management plan. The management software will also be loaded with the project schedule and budget to assist in tracking project performance.
- Project Management: HDR will perform project management over the entire project, hosting internal project status meetings, updating project details in the management software tracking budget and schedule and performing invoicing.
- Team Monthly Status Meetings: Project manager will meet monthly with the team for status updates and to track project progress and complications.
- Visit to Project Site: A site visit has been included for the PM and lead designer to incorporate a boots on the ground project kick-off to identify design concerns, concepts, and preliminary planning.

#### DELIVERABLES:

- Monthly progress reports.

#### ASSUMPTIONS:

- The preliminary design phase duration is anticipated to be no longer than 7 months.



## TASK 2.0 – Project Surveying

The work in this Task includes:

- Establishing Project Control: Project Control that has been used on previous projects HDR has completed in Shoshoni will be evaluated and re-established within the City of Cody. HDR will complete a level loop and set control points to provide vertical accuracy in the survey data collected.
- Courthouse Research for Ownership Documents: HDR will perform the legal document research to determine the ownership of the properties, including the public right of way, in the vicinity of the project. HDR will obtain copies of platting and use this information to verify, or to reproduce the right of way in our design drawings.
- ROW Field Survey and Drawing Work: HDR will search for and tie the necessary property corners to tie the right of way accurately, along with the data found at the courthouse. HDR will also obtain the right of way line work from the County. Using the three resources mentioned, the Right of Way will be established for the project.
- Topographic Survey: The topographic survey of the project area and right-of-way will be performed. Survey to define the existing terrain, infrastructure such as back of curb, utility locates and visible infrastructure such as signs, fire hydrants etc will also be performed to create the project base map for use in design.
- Utility Ties / Locate Ties: HDR will use the one call process for utility locates to notify utility owners of the need to come identify and mark utilities in the project area. HDR will survey in utilities that are located on site by the different utility owners.
- Aerial Imagery: An aerial image will be downloaded and utilized as background information to aid with design and for use on plan sheets.

### ASSUMPTIONS:

- HDR will tie the location of utilities that are marked in the field. At this time it is not anticipated to include hydro-vac or pot holing to determine the depth of the utilities. The utilities will show at a depth as given by the utility owner.
- HDR will tie the location of section corners and property corners as found in the field. This scope does not include the installation of new property corners that are missing or damaged.
- To provide accurate vertical data, all topographic survey will be completed using a robotic level or total station.

### DELIVERABLES:

- Base map with topo, utilities, and existing ROW.



## TASK 3.0 – Environmental Permitting

HDR understands that the project is funded with a Transportation Alternatives Program (TAP) grant administered by the Wyoming Department of Transportation (WYDOT). WYDOT will serve as the lead agency for the project. HDR will prepare environmental documentation, assumed to be a Categorical Exclusion (CatEx), for this project in order to comply with WYDOT’s National Environmental Policy Act (NEPA) requirements. This task consists of the environmental document and permitting preparation necessary for the project.

- Categorical Exclusion: Due to TAP funding, a WYDOT CatEx document will be prepared for the project. The CatEx document will describe the project purpose and need, evaluate proposed alternatives, summarize responses from resource agencies, and identify potential impacts to resources from the project.
  - Agency Coordination – Agency scoping letters will be sent to agencies to request comments on the project.
  - Cultural Resources - HDR will conduct a Class I cultural records review to identify previously recorded sites and previous cultural resource surveys within one mile of the Area of Potential Effect (APE). Records review will be conducted through the Wyoming State Historic Preservation Office (SHPO) WyoTrack database. Additional research will include a review of General Land Office (GLO) records, county records, and historical maps. If cultural resources older than 50 years are discovered during the records review or if SHPO determines additional investigation is required, WYDOT may recommend a Class III cultural resource survey which HDR would then provide under a scope amendment.
  - Wetland Delineation – An onsite wetland delineation would be conducted to determine the presence and extent of wetlands and other Waters of the United States (WOTUS) within the project’s study area. This will include a delineation of Ordinary High Water Marks (OHWM) located within the study area.
  - Site Review – an overview site visit would be conducted to document the location of the proposed pathway and its relationship to environmental resources.
  - Raptor Survey – an on-site raptor survey would be completed within a one-mile buffer of the project area in accordance with Wyoming Game and Fish Department guidance.

### ASSUMPTIONS:

- A CatEx will be the environmental document required by WYDOT and the standard Local Public Agency template will be used.
- One site visit during the growing season would be required to complete the wetland delineation survey and review for potential threatened and endangered species habitat.
  - Assuming 2 HDR environmental scientists would complete this survey and one wetland and one OHWM would be delineated.



- Assume landowner access would be granted prior to field visit.
- Impacts to WOTUS, if present, are anticipated to qualify for authorization under NWP 14 - Linear Transportation Projects. HDR will prepare supporting documentation necessary for a Pre-Construction Notification (PCN), if required. WYDOT, as the permit applicant, will submit the PCN through the USACE Regulatory Request System (RRS).
- If additional aquatic resources occur and the project cannot be permitted under NWP 14, HDR would prepare an amendment to this scope.
- One site visit during the nesting period for raptor species in WY (February-early April) would be completed.
  - Assuming 2 HDR environmental scientists would complete this survey.
- One (1) previously documented raptor nest is located approximately 1 mile from the project area. No additional raptor nests are present within 1 mile of the project area.
- Agency coordination letters would be sent to U.S. Army Corps of Engineers (USACE), Wyoming Game and Fish Department (WGFD), and U.S. Fish and Wildlife Service (USFWS).
- Cultural resources consultation with Wyoming SHPO, Eastern Shoshone THPO, and Northern Arapaho THPO will be conducted by WYDOT as the lead agency if determined necessary.
- The study area would be reviewed for potential habitat for federally listed threatened and endangered species during the site review. This scope excludes detailed habitat assessments to confirm presence or absence of suitable habitat, species-specific protocol surveys, or preparation of a Biological Assessment. These services can be provided under a scope amendment, if required.
- A “no effect” determination is anticipated for federally listed threatened and endangered species potentially within the study area.
- The study area is not located in Sage-grouse Core Management Area.
- If the project is located within a FEMA-mapped floodplain and coordination with the local floodplain administrator is determined to be necessary, HDR may perform this coordination under a scope amendment.
- Agency scoping responses would not indicate the need for additional fieldwork or studies beyond what is outlined in this scope. Follow up on responses may be required and would be completed by phone or email.
- A public meeting will not be necessary for the project.
- The project would not impact Section 4(f) properties. It is assumed that the sidewalk on the north side of Yellowstone Avenue will remain in place with no impacts.
- A Class I (Desktop) review of cultural resources would be appropriate, and a Class III Field Survey would not be required.



- A *No Historic Properties Affected* or *No Adverse Effects* to cultural resources determination would be made for Section 106 of the National Historic Preservation Act (NHPA), and the State Historic Preservation Office (SHPO) would concur. Should the project have an adverse effect on NRHP-eligible site(s) identified during the records review, HDR additional consultation with the lead agency and SHPO to determine and conduct appropriate mitigation measures would require a scope amendment.
- No Tribal coordination, including letters, would be required.

#### **DELIVERABLES:**

- Categorical Exclusion Document - Electronic Copy
- Aquatic Resource Inventory Report – Electronic Copy
- Aquatic Resource Boundaries (GIS shapefiles) - Electronic Copy
- Cultural Resources Assessment of Effects Memorandum – Electronic Copy

### **TASK 4.0 – Preliminary Design**

The work in this Task includes:

- Geotechnical Investigation at Gerrans Ave. HDR will partner with Advanced Geotechnical Solutions (AGS) to perform Geotechnical Investigation Services.
  - AGS will complete borings and conduct cone penetrometer tests on Gerrans Ave to determine if the Cody Cobble layer is near this location and will provide pavement design recommendations for Gerrans Avenue for reconstruction of the intersection and street.
  - The initial investigation will be to gather data. A secondary investigation may be needed during the final design phase of the project if utilizing the Cody Cobble layer to infiltrate storm water becomes the preferred alternative.
- HDR will design 2D Geometry for the proposed sidewalk improvements.
- Sidewalks will be designed as attached sidewalks that fit within the existing rights-of-way, connected to the top back of curb, adjacent to the roadway.
- Existing Curb and Gutter will likely need to be replaced to make ADA improvements at corner ramps and some driveway approaches.
- HDR will identify utility conflicts and other obstructions within the ROW and hold discussions with the WYDOT Utility Section, District Office, and the City. It is assumed WYDOT will coordinate moving utilities that are in conflict within the right-of-way or will allow for design solutions that do not require moving the utilities



(example: adding a detached sidewalk with a grass, planting, or non-pedestrian area).

- Typical sidewalk installation is performed based on existing curb and gutter grades. Gerrans Avenue has been identified as having drainage issues. The existing grades will be analyzed and a determination will be made on if Gerrans Avenue can be reconstructed to improve the drainage by taking out low spots and surface draining out and along the highway.
  - If surface drainage is not achievable a more in depth storm analysis and storm sewer design, including the Cody Coble layer, will be completed as part of the final design phase.
- It is assumed that valley gutter (AKA double gutter) design across existing roadways will not be required as part of the project (with the exception of the Gerrans Avenue intersection which will be analyzed for surface drainage).
- The section of sidewalk adjacent to Sulphur Creek will be analyzed to determine impacts to fill slope based on sidewalk width. A determination will be made regarding whether a retaining wall will be needed at this location to accommodate a new sidewalk. If a retaining wall is required, it will be included in the final design phase scope and fee and will include additional geotechnical work and structural design required.
- Thickened Sidewalk (double gutter) will be planned at existing driveway approaches and that all existing driveway approaches will be replaced at or near their current locations. Negotiation for removal of approach accesses are not included as a part of HDR's scope of work, and if needed will be completed by WYDOT staff.
- The following preliminary plan sheets will be provided to show the design:
  - Title Sheet
  - General Notes/Legend
  - Layout Sheet
  - Construction Sheets
  - WYDOT Std Plans
- WYDOT Standard Plans 608-1B and 609-1B will be incorporated into the plans for reference with any HDR revisions marked in red. Sheets will be incorporated as published with WYDOT title block and border.
- Preliminary Plans will show the horizontal design of the proposed improvements.
- Preliminary Plans – Internal QA/QC ADA Compliance Review.
- Preliminary Plans – Review Meeting with Owner and WYDOT.



- A Preliminary Engineer’s Estimate will be completed and provided to the City of Cody and WYDOT

#### **ASSUMPTIONS:**

- After the preliminary design phase is completed, a final design scope and fee will be negotiated to include final design once some of the unknowns identified above have been investigated.
- It is assumed that HDR, the City of Cody, and WYDOT will meet and select a preferred group of ramp styles for use on the project. Using consistent ramp styles where possible will increase efficiency in construction and be easier for maintenance during snow removal etc.

#### **DELIVERABLES:**

- Preliminary Plans
- Geotechnical Report
- Preliminary cost estimate

### **TASK 5.0 – Real Estate Services – Temporary Construction Easements – ROW Specialist Assistance**

The work in this Task includes:

#### **ASSUMPTIONS:**

- HDR to provide technical guidance regarding Real Estate Services being performed by the City of Cody (City). There are up to 14 parcels adjacent to the project limits that could be impacted by the project. HDR will set up parcel project folders. HDR will conduct preliminary investigations for the project to gather data so that if acquisitions are required, they can be completed in a final design phase of the project.
- It is assumed TAP Grant funding resource requirements are to be followed in accordance with using Federal Funded Project. HDR assumes acquisitions will be done in accordance with Code of Federal Regulation Title 49 Transportation; Part 24: Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs; the Wyoming Department of Transportation Right of Way Manual; and applicable laws of the State of Wyoming.
- HDR will perform a noncertified-abstract title research online from the local county courthouse to determine vested ownership only. Should the project require right of way acquisition of fee-simple, a certified abstract title research will be conducted by a local title company in the final design phase. Title research of vested owner will be used for HDR design team to include within project acquisition plans released.



- HDR assumes services will be conducted from a desktop view and no travel expenses are required.
- HDR will conduct parcel owner contact information research to gather parcel owner data so that landowners can be contacted and introduced to the project.
- HDR will generate a project introductory letter that will be mailed to all potentially impacted landowners.

**DELIVERABLES:**

- Up to 14 vested ownership deeds.
- Project introductory letters tracked and mailed to adjacent landowners.
- Landowner contact information database.

This is **Attachment 1, Federal General Provisions**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated **May 5, 2026**.

## ATTACHMENT 1.

### FEDERAL GENERAL PROVISIONS

The below General Provisions shall also apply to all subconsultants engaged by the Consultant.

#### SECTION A. ASSUMPTION OF RISK

The Consultant shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to the Consultant's failure to comply with state or federal requirements. The *City of Cody* shall notify the Consultant of any state or federal determination of noncompliance.

#### SECTION B. ACCESS TO RECORDS

The *City of Cody* and its representatives shall have access to any books, documents, papers, electronic data, and records of the Consultant which are pertinent to this Agreement.

#### SECTION C. BREACH OF AGREEMENT

The Consultant agrees to provide all professional services as required by the terms, conditions, provisions, and obligations of this Agreement. Failure by the Consultant to perform as required by the terms, conditions, provisions, or obligations of this Agreement shall constitute a breach of contract. The *City of Cody* shall consider a Consultant's failure to perform as a material breach of contract when it can be determined that the terms, conditions, provisions, or obligations of the Agreement will not be completed and the *City of Cody* will incur additional cost, lost opportunity, or additional time to obtain the same or equal Agreement deliverables. A material breach may result in remedies as the *City of Cody* deems appropriate, which may include, but are not limited to:

1. Termination as provided in SECTION V – TERMINATION OF AGREEMENT;
2. Withholding monthly progress payments;
3. Assessing damages/sanctions;
4. Disqualifying the Consultant from future solicitations; and/or
5. Legal remedy.

#### SECTION D. LIMITATIONS ON LOBBYING ACTIVITIES

By signing this Agreement, the Consultant certifies and agrees that, in accordance with P.L. 101-121, payments made from federal appropriated funds shall not be utilized by the Consultant or its subconsultants in connection with lobbying member(s) of Congress, or any federal agency in

connection with the award of a federal appropriated fund, Agreement, cooperative agreement or loan.

#### SECTION E. COMPLIANCE WITH LAWS

The Consultant shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Agreement.

#### SECTION F. CONFLICTS OF INTEREST

1. The Consultant shall not engage in providing consultation or representation of clients, agencies, or firms which may constitute a conflict of interest which may result in a disadvantage to the *City of Cody* or a disclosure which may adversely affect the interests of the *City of Cody*. The Consultant shall notify the *City of Cody* of any potential or actual conflicts of interest, including financial or other personal interests, arising during the course of the Consultant's performance under this Agreement. This Agreement may be terminated in the event a conflict of interest arises. Termination of this Agreement will be subject to a mutual settlement of accounts. In the event this Agreement is terminated under this provision, the Consultant shall take steps to ensure that all files, evidence, evaluations, and data are provide to the *City of Cody* or its designee. This provision does not prohibit or affect the Consultant's ability to engage in consultations, evaluations, or representation under agreement with other agencies, firms, facilities, or attorneys so long as no conflict exists.
2. A conflict of interest may be considered a material breach of this Agreement. In the event the Agreement is terminated under this provision, the Consultant shall take steps to insure that all files, evidence, evaluation, and data are provided to the *City of Cody* or its designee.
3. A material breach under this section may result in remedies as provided in SECTION C – BREACH OF AGREEMENT.

#### SECTION G. DETERMINATION OF ALLOWABLE COSTS

The Consultant shall assure, prior to submittal of periodic progress payments, that all costs are in accordance with federal cost principals as provided in 48 CFR 31. Failure by the Consultant to carry out these requirements may be a material breach of this Agreement, which may result in remedies as provided in SECTION C – BREACH OF AGREEMENT.

## SECTION H. DISADVANTAGED BUSINESS ENTERPRISE ASSURANCE

The Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Consultant shall carry out applicable requirements of 49 CFR 26 in all subconsultant contract documents.

Failure by the Consultant to carry out these requirements may be a material breach of this Agreement, which may result in remedies as provided in SECTION C – BREACH OF AGREEMENT.

## SECTION I. ENVIRONMENTAL POLICY ACTS

The Consultant agrees all activities under this Agreement shall comply with the Clean Air Act, the Clean Water Act, the National Environmental Policy Act, and other related provisions of federal environmental protection laws, rules or regulations.

## SECTION J. ERRORS AND OMISSIONS

The Consultant shall be responsible for assuring that professional services provided under this Agreement are accurate and without mistakes or omissions. The Consultant shall endeavor to perform services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. The *City of Cody* shall notify the Consultant at the earliest possible time of the professional services which require corrective action and the Consultant, by mutual agreement with the *City of Cody* and without additional compensation, shall correct those services. Failure by the Consultant to carry out these requirements may be considered, in the sole discretion of the *City of Cody*, a material breach of this Agreement, which may result in remedies as provided in SECTION C – BREACH OF AGREEMENT.

## SECTION K. HUMAN TRAFFICKING

As required by 22 U.S.C. § 7104(g), and 2 CFR Part 175, this Agreement may be terminated without penalty if a private entity that receives funds under this Agreement:

1. Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
2. Procures a commercial sex act during the period of time that the award is in effect; or
3. Uses force labor in the performance of the award or subawards under the award.

#### SECTION L. KICKBACKS

The Consultant certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Agreement. If the Consultant breaches or violates this warranty, the *City of Cody* may, at its discretion, terminate this Agreement without liability to the *City of Cody*, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.

#### SECTION M. MANDATORY DISCLOSURES

The Consultant shall disclose, in a timely manner, in writing, to the *City of Cody* all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this award. Failure to make required disclosures can result in remedies for non-compliance including suspension or debarment.

#### SECTION N. MONITORING ACTIVITIES

The *City of Cody* shall have the right to monitor all activities related to this Agreement that are performed by the Consultant or its subconsultants. This shall include, but not be limited to, the right to make site inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this Agreement; and to observe personnel in every phase of performance of the Agreement-related work.

#### SECTION O. NO FINDER'S FEES

No finder's fee, employment agency fee, or other such fee related to the procurement of this Agreement, shall be paid by either party.

#### SECTION P. NONDISCRIMINATION

The Consultant shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Agreement. Federal law requires the Consultant to include all relevant provisions of this Agreement in every subconsultant awarded over Ten Thousand dollars and no cents (\$10,000.00) so that such provisions are binding on each subconsultant.

## SECTION Q. OWNERSHIP AND RETURN OF DOCUMENTS AND INFORMATION

The *City of Cody* is the official custodian and owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Consultant in the performance of this Agreement. Upon termination of services, for any reason, the Consultant agrees to return all such original and derivative information and documents to the *City of Cody* in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers.

## SECTION R. PATENT OR COPYRIGHT PROTECTION, AND RIGHTS IN DATA

The Consultant recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license, or other similar restrictions, and warrants that no work performed by the Consultant or its subconsultants shall violate any such restriction. The Consultant shall defend and indemnify the *City of Cody* for any infringement or alleged infringement of such patent, trademark, copyright, license, or other restrictions.

Copyrighting or other exclusions placed on any documents or materials developed by the Consultant, its sublets, agents or assigns under this Agreement are prohibited.

Data produced, furnished, acquired, or used in meeting the terms and conditions of this Agreement shall be available to the *City of Cody*, WYDOT and/or the federal funding agency with unlimited rights. Data means all recorded information, regardless of form, to include both technical – scientific or technical nature - and computer software information. It does not include information related to administration of the Agreement such as financial, cost or pricing, or management information. Unlimited rights means that the *City of Cody*, State or federal agency has the right to use, disclose, reproduce, and distribute the data in any manner and for any purpose, and to permit others to also have unlimited rights. Meanings and uses described in this SECTION P are superseded and/or supplemented by 48 CFR 52.227-14.

## SECTION S. PROFESSIONAL REGISTRATION

The Consultant shall endorse, if required by law, plans and reports prepared under this Agreement, and shall affix thereto his or her seal of professional registration, showing that he or she is licensed to practice in the State of Wyoming.

## SECTION T. PUBLICITY

Any publicity given to the projects, program or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices in whatever form, prepared by or for the Consultant and related to the services and

work to be performed under this Agreement, shall identify the *City of Cody*, WYDOT, and the federal funding agency as the sponsoring agencies and shall not be released without prior written approval of the *City of Cody*.

#### SECTION U. SUSPENSION AND DEBARMENT

By signing this Agreement, the Consultant certifies that neither it nor its principals/agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction or from receiving federal financial or non-financial assistance, nor are any of the participants involved in the execution of this Agreement suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension), 2 CFR Part 180, or are on the debarred, or otherwise ineligible, vendors lists maintained by the federal government. Further, the Consultant agrees to notify the *City of Cody* by certified mail should it or any of its principals/agents become ineligible for payment, debarred, suspended, or voluntarily excluded from receiving federal funds during the term of this Agreement. Failure by the Consultant to carry out these requirements may be a material breach of this Agreement, which may result in remedies as provided in SECTION C – BREACH OF AGREEMENT.

#### SECTION V. TERMINATION OF AGREEMENT

The *City of Cody* may terminate all or part of the Agreement, without cause, upon thirty (30) days written notice. The Agreement may be terminated by the *City of Cody* immediately for cause if the *City of Cody* determines that the Consultant has failed to perform as required by the terms, conditions, provisions, or obligations of the Agreement – Termination for Cause or Breach – or the *City of Cody* determines that termination is in the public’s best interest – Termination on Public’s Behalf/Convenience. In either event, compensation shall be made to the Consultant based upon the progress of the work performed prior to termination.

Work performed shall be defined as the deliverables specified in the Agreement and accepted by the *City of Cody*, and not the labor hours billed. The ownership of the work completed or partially completed at the time of such termination or abandonment shall be retained by the *City of Cody*.

The *City of Cody* shall notify the Consultant, in writing, of Agreement termination.

#### SECTION W. TITLE VI ASSURANCES FOR NON-DISCRIMINATION

The Consultant agrees to comply with the requirements of the nondiscrimination clauses as described in the U.S. Department of Transportation (DOT) Order 1050.2.

## SECTION X. ADMINISTRATION OF FEDERAL FUNDS

The Consultant agrees its use of the funds awarded herein is subject to the Uniform Administrative Requirements of 2 CFR Part 200, *et seq.*; any additional requirements set forth by the federal funding agency; all applicable regulations published in the Code of Federal Regulations; and other program guidance as provided to it by the *City of Cody*.

## SECTION Y. COPYRIGHT LICENSE AND PATENT RIGHTS

The Consultant acknowledges that the federal grantor, the State of Wyoming, WYDOT, and the *City of Cody* reserve a royalty-free, nonexclusive, unlimited, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal and state government purposes: (1) the copyright in any work developed under the Agreement; and (2) any rights of copyright to which the Consultant purchases ownership using funds awarded under this Agreement. The Consultant must consult with the *City of Cody* regarding any patent rights that arise from, or are purchases with, funds awarded under this Agreement.

## SECTION Z. FEDERAL AUDIT REQUIREMENTS

The Consultant agrees that if it expends an aggregate amount in excess of the amount set forth in 2 CFR Part 200, Subpart F in federal awards during its fiscal year, it must undergo an organization-wide financial and compliance single audit. The Consultant agrees to comply with the audit requirements of the U.S. General Accounting Office Government Auditing Standards and Audit Requirements of 2 CFR Part 200, Subpart F. If findings are made which cover any part of this Agreement, the Consultant shall provide one (1) copy of the audit report to WYDOT and to the *City of Cody* and require the release of the audit report by its auditor be held until adjusting entries are disclosed and made to the *City of Cody*'s records.

## SECTION AA. NON-SUPPLANTING CERTIFICATION

The Consultant hereby affirms that federal appropriated funds shall be used to supplement existing funds, and shall not replace (supplant) funds that have been appropriated for the same purpose. The Consultant should be able to document that any reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds under this Agreement.

## SECTION BB. PROGRAM INCOME

The Consultant shall not deposit federal appropriated funds in an interest bearing account without prior approved of WYDOT. Any income attributable to the appropriated funds distributed under this Agreement must be used to increase the scope of the program or returned to the *City of Cody*.

SECTION CC. APPLICABILITY OF APPENDIX II TO 2 CFR PART 200

This Agreement has been funded, in whole or in part, with Award of Federal funds and is bound by the federal contract provisions required by the Uniform Guidance Appendix II of 2 CFR Part 200 (the Federal Contract Provisions), incorporated herein by this reference. In the event of a conflict between the Federal General Provisions section of this Agreement, or any attachments or exhibits incorporated herein, and the Federal Contract Provisions, the Federal Contract Provisions shall control. Failure to comply with the Federal Contract Provisions shall constitute an event of default under this Agreement. If such a default remains uncured five (5) calendar days following the termination of a thirty (30)-day prior written notice period, the *City of Cody* may terminate this Agreement. This remedy will be in addition to any other remedy available to the State of Wyoming, WYDOT, and the *City of Cody* under this Agreement, at law, or in equity.

*(In addition to the Federal General Provisions listed above, additional provisions available from WYDOT shall be used in all consultant contracts which utilize Federal Transit Administration funding.)*

## **ATTACHMENT 2**

### **BREACH OF AGREEMENT** (Administrative Written Procedures)

Consultant agreements will incorporate Federal General Provisions regarding breach of agreement consistent with 23 CFR 172 and 2 CFR 200. These Regulations require written procedures to address contractual, legal, and administrative remedies including sanctions and penalties where consultants breach agreement terms, conditions, provisions, or obligations. For purposes of these written procedures, the Agreement terms, conditions, provisions, or obligations will be referred to as Agreement Services.

Numerous Federal General Provisions will be administered using these written procedures. For purposes of administering consultant agreements, breach of agreement may result when analyzing a consultant's professional services under any of the following Federal General Provisions:

#### **ATTACHMENT 1. FEDERAL GENERAL PROVISIONS**

SECTION C. BREACH OF AGREEMENT  
SECTION F. CONFLICTS OF INTEREST  
SECTION G. DETERMINATION OF ALLOWABLE COSTS  
SECTION H. DISADVANTAGED BUSINESS ENTERPRISE ASSURANCE  
SECTION J. ERRORS AND OMISSIONS  
SECTION K. HUMAN TRAFFICKING SECTION  
U. SUSPENSION AND DEBARMENT

The consultant's responsibility to make prompt payment to subconsultants will be administered through these written procedures, as required by SECTION VI(C) – Consultant Payments and Retainage and the consultant agreement.

#### **Contractual Remedy**

Contractual remedy is provided when the above provisions are physically incorporated, or incorporated by reference, into an executed Agreement. Additionally, contractual remedy requires the physical incorporation of ATTACHMENT 1, FEDERAL GENERAL PROVISIONS, SECTION V – TERMINATION OF AGREEMENT.

## Legal Remedy

Legal remedy is provided by the physical incorporation of ATTACHMENT 1, FEDERAL GENERAL PROVISIONS, SECTION E – COMPLIANCE WITH LAWS and enforcement of the Agreement as governed by the laws of the State of Wyoming.

## Administrative Procedures, Sanctions, and Penalties

*City of Cody* concerns with consultant performance and/or adherence to Agreement Services will most often be resolved through the coordination and resolution efforts as outline in SECTION XIII – AGREEMENT ADMINISTRATION of this document. The authorized representative/primary contact of the *City of Cody* should document all administrative issues and subsequent resolutions, from start to completion of the Agreement.

There may be an occurrence when a cooperative and acceptable resolution cannot be reached between the *City of Cody* and the Consultant. At those occurrences, the *City of Cody* will typically make the determination that the Consultant has failed to perform Agreement-required acceptable work, has failed to progress in the performance of Agreement Services, or has not and will not comply with General Provisions. When that determination concludes that the Agreement Services cannot be completed and the *City of Cody* will incur additional cost, lost opportunity, or additional time to obtain the same or equal Agreement deliverables, the threshold for a material breach of agreement has been reached and will invoke ATTACHMENT 1, FEDERAL GENERAL PROVISIONS, SECTION C – BREACH OF AGREEMENT and the resultant remedies, including ATTACHMENT 1, FEDERAL GENERAL PROVISIONS, SECTION V – TERMINATION OF AGREEMENT.

A *City of Cody* determination that the Consultant has failed to perform Agreement-required acceptable work, has failed to progress in the performance of Agreement Services, or has not and will not comply with General Provisions will need to be supported by the *City of Cody* documentation of monitoring activities as allowed by ATTACHMENT 1, FEDERAL GENERAL PROVISIONS, SECTION N – MONITORING ACTIVITIES. Issues concerning the Consultant's billing of allowable costs should be evaluated in accordance with ATTACHMENT 1, FEDERAL GENERAL PROVISIONS, SECTION B – ACCESS TO RECORDS.

The threshold for a material breach of agreement requires that the Consultant has failed to perform Agreement Services and that the *City of Cody* has or will incur additional cost, lost opportunity, or additional time to obtain the same or equal Agreement deliverables. Both represent a high threshold to assure an acceptable outcome and, as a result, the *City of Cody* representative through monitoring activities must identify and document unresolved issues early in the Agreement, before either the Consultant or the *City of Cody* has incurred substantial cost or time. All unresolved issues should be promptly addressed, either reaching resolution, arriving at reasonable penalties/sanctions, or concluding breach of agreement with the resultant remedies,

including ATTACHMENT 1, FEDERAL GENERAL PROVISIONS, SECTION V – TERMINATION OF AGREEMENT.

Penalties and/or sanctions typically available to the *City of Cody* would be structured as 1) compensatory damages, 2) specific performance, or 3) termination.

Damages, based on additional cost or time incurred by the *City of Cody*, could be quantified and pursued. Damages, based on lost opportunity incurred by the *City of Cody*, may be more difficult to quantify. Lost opportunity could include *City of Cody* delays in the delivery of supplemental work or successor agreements for work, or delay in the year of project construction and the related increased construction costs. Other lost opportunities may be identified and quantified.

Specific performance would require the Consultant to pursue Agreement Services, with adjustment to allowable costs. Specific performance would be used as a remedy, either prior to or for breach of agreement, if the work required by the Agreement required special expertise, is an emergency, or is only available from a single or restricted number of firms. In those cases, damages would not suffice to place the *City of Cody* in as good a position as it would have been had the breach not occurred.

Termination of the Agreement is presented in ATTACHMENT 1, FEDERAL GENERAL PROVISIONS, SECTION V – TERMINATION OF AGREEMENT. The *City of Cody* may terminate the Agreement, and either pursue restitution or not pursue restitution. Restitution, as a remedy, means that the *City of Cody* is put back in the position it was in prior to the breach; without restitution, the Agreement is terminated with both the Consultant and the *City of Cody* no longer under any Agreement obligation.

<b>Meeting Date:</b> June 2, 2026 <b>Department:</b> Public Works <b>Staff Reference:</b> Phillip Bowman, Jake Moyer
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## **AGENDA ITEM SUMMARY REPORT**

### **Task Order No. 5 for Professional Services with Engineering Associates for the Tree Streets Waterline Replacement Project - Phase 1**

#### **PROPOSED ACTION:**

Consider approval of Task Order No. 5 for Professional Services with Engineering Associates for the Tree Streets Waterline Replacement Project - Phase 1

#### **SUMMARY OF INFORMATION:**

The City Council approved the Master Agreement, Task Order No. 1, and Task Order No. 2 with Engineering Associates (EA) for preliminary and final design of the Tree Streets Waterline Replacement Project (Project) in 2023. Task Order No. 3 with EA for construction administration and support was approved by the City Council on February 18, 2025, in the amount of \$240,400 and EA has been performing these services on the Project since that time.

Change Order No. 3 with Wilson Brothers Construction (WBC) was approved on September 16, 2025, and the contract time for the Phase 1 Project was extended with the modified Substantial Completion date being set at July 31, 2026 (previously October 31, 2025) and the Final Completion date set at August 28, 2026 (previously November 28, 2026). The extension of the contract times has required that EA be on site for field engineering and inspections for a longer duration during WBC's work, and EA has completely utilized the fee budget set in Task Order No. 3 for these services.

Task Order No. 5 will provide an additional \$32,456 of fee budget for EA to complete the field engineering and inspection services for the remaining duration of the Phase 1 Project. WBC is actively working on the Project, and it is anticipated that they will complete all work within the timeframe established by Change Order No. 3 (i.e., before July 31, 2026).

Task Order No. 5 was discussed with the City Council at the Work Session held on May 26, 2026, and no changes have been made since that meeting.

City Council approval of the task order is contingent upon final legal review by the City Attorney. The Mayor is authorized to execute the agreement and approve non-material revisions, corrections, clarifications, and legal modifications necessary to finalize Task Order No. 5, provided such changes do not materially alter the scope of work, compensation, financial obligations, or policy direction approved by the City Council.

#### **FISCAL IMPACT:**

Task Order No. 5 increases the fee amount with EA by \$32,456, and brings the total construction support services cost to \$272,856 (\$240,400 previously approved with Task Order No. 3 plus \$32,456 with Task Order No. 5). The Tree Streets Waterline Replacement Project

(Phase 1 and Phase 2 combined) is funded in the total amount of \$5.554 million in the Water Enterprise Fund, which is composed of \$3.054 million of ARPA Grant funds and \$2.5 million in City matching funds. All ARPA Grant funding for the Phase 1 and Phase 2 Projects combined has been utilized and reimbursed, so the remaining funds for the Projects are being provided by the Water Enterprise Fund. Approval of Task Order No. 5 will require a Budget Amendment to the approved FY 2026 Budget for the Water Enterprise Fund.

**ATTACHMENTS:**

- 1. EA Task Order No. 5 - Tree Streets Waterline Replacement Phase 1
- 2. Budget Amendment - EA Task Order No. 5 for Tree Sts Ph 1

**TASK ORDER #5 OF MASTER AGREEMENT  
BETWEEN THE CITY OF CODY AND ENGINEERING ASSOCIATES  
DATED May 20, 2025**

**TASK ORDER NAME: TREE STREETS WATERLINE REPLACEMENT – PRIORITY AREAS 1 AND 3 – (Phase 1), CONSTRUCTION OBSERVATION**

**1. PROJECT DESCRIPTION:**

Adjustment to the construction observation budget set for Phase 1 of the Tree Streets Waterline Replacement Projects in Task order.

**2. SCOPE OF SERVICES OF ENGINEER**

- A. The specific services to be provided or furnished by Engineer under this Task Order are the following services , as attached to the Agreement referred to above, such sections being hereby incorporated by reference (inapplicable services are stricken):
- Construction Observation – continue performing services described in approved Task Order No. 3 with an increase in total fee amount of \$32,496.00 to account for the longer duration of the project.

**3. FEES**

The construction observation will be completed on a time and materials basis with an increase of \$32,496.00, with a limit not to exceed \$190,896.00 without prior written approval.

- Construction Observation - \$190,896.00

**4. SCHEDULE**

The schedule for completion will be determined in conjunction with the OWNER and based on the final completion of Phase 1.

**5. Exhibits:**

None

**6. Attachments:**

None

**7. Terms and Conditions**

Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. The engineer is

authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is May 20, 2025

OWNER:

ENGINEER:

By:

By:



Print Name: Lee Ann Reiter

Print Name: Ian Morrison

Title: Mayor

Title: Vice President

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

DESIGNATED REPRESENTATIVE FOR  
TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK  
ORDER:

Name: Phillip Bowman, PE

Name: Ian Morrison, PE

Title: Public Works Director

Title: Project Manager

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

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

E-Mail  
Address: pbowman@codywy.gov

E-Mail  
Address: iansm@eaengineers.com

Phone: (307) 527-7511

Phone: (307) 587-4911

# Budget Amendment Request Details

<b>Request ID</b>	335
<b>Fiscal Year</b>	2026
<b>Project Title</b>	Tree Streets Waterline - Phase 1
<b>Status</b>	Pending
<b>Amendment Type</b>	Supplemental Amendment
<b>Reason for Request</b>	Task Order No. 5 with Engineering Associates for additional scope and fee for the Phase 1 Project - construction support and inspection services.  Presented at Work Session on 5/26/2026, and planned for City Council Regular Meeting approval on 6/2/2026.
<b>Attachment</b>	<a href="#">eataskorderno5treestreeetsphase1.pdf</a>
<b>Requested By</b>	Phillip Bowman
<b>Requested Date</b>	05/22/2026

# Supplemental/Carry Over Amendment

<b>GL Account</b>	53-72-700-596-224
<b>Account Type</b>	Expense
<b>Category</b>	Purchased Services
<b>Total</b>	\$33,000

## Fund Allocation

<b>10 - General Fund</b>	\$0
<b>31 - Capital Acquisition Fund</b>	\$0
<b>32 - Technology Replacement Fund</b>	\$0
<b>33 - Vehicle Replacement Fund</b>	\$0
<b>42 - Cody Public Arts Fund</b>	\$0
<b>52 - Solid Waste Fund</b>	\$0
<b>53 - Water Fund</b>	\$33,000
<b>54 - Wastewater Fund</b>	\$0
<b>55 - Electric Fund</b>	\$0
<b>56 - Storm Drainage Fund</b>	\$0

# Finance Review

## Finance Comments



U.S. Department  
of Transportation  
Federal Aviation  
Administration

FEDERAL AVIATION ADMINISTRATION

FY 2026

AIRPORT INFRASTRUCTURE GRANT (AIG) GRANT AGREEMENT

Part I - Offer

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Federal Award Offer Date	May 6, 2026	
Airport/Planning Area	Yellowstone Regional Airport	
Airport Grant Number	3-56-0006-050-2026	[Contract No. DOT-FA26NM-1036]
Unique Entity Identifier	N9EVR9EDJ9C4	

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

This grant channels through the State of Wyoming.

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

**WHEREAS**, the sponsor has submitted to the FAA a Project Application dated March 6, 2026, for a grant of federal funds for a project at or associated with the Yellowstone Regional Airport, which is included as part of this Grant Agreement; and

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

**Extend Taxiway B (Phase I - Design)**

which is more fully described in the Project Application.

**NOW THEREFORE**, Pursuant to and for the purpose of carrying out Title 49, United States Code (USC), Chapters 471 and 475; 49 USC §§ 40101 et seq. and 48103; Consolidated Appropriations Act, 2024 (Public Law Number (P.L.) 118-42); Consolidated Appropriations Act, 2025 (P.L. 119-4); Consolidated Appropriations Act, 2026 (P.L. 119-75); FAA Reauthorization Act of 2024 (P.L. 118-63); Infrastructure Investment and Jobs Act of 2021 (IIJA) (P.L. 117-58) (as applicable); and the representations contained in the Project Application; and in consideration of: (a) the sponsor's adoption and ratification of the most recently published Grant Assurances; (b) the sponsor's acceptance of this offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the project, and compliance with the Grant Assurance and conditions as herein provided;

**THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay (95) % of the allowable costs incurred accomplishing the Project as the United States' share of the Project.**

**Assistance Listings Number(s):** 20.117.

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

#### **CONDITIONS**

- 1. Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$218,020.

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

\$0 for planning

\$218,020 for airport development or noise program implementation; and,

\$0 for land acquisition.

- 2. Grant Performance.** This agreement is subject to the following federal award requirements:

**a. Period of Performance:**

- i. **Start Date:** The date the recipient formally accepts this agreement and the date signed by the last signatory to the agreement.
- ii. **End Date:** Four (4) years to the calendar day from the date of acceptance.
- iii. **Extension of the Period of Performance (PoP):** The recipient may request a one-time extension of up to one year after the PoP end date by submitting a request to the FAA. The request must include, at a minimum, supporting justification for the request and the amount of additional time requested. The request must be submitted at least 10 calendar days before the PoP end date. This one-time extension may not be exercised for the sole purpose of using unobligated balances.

The PoP end date, or any extension as approved by FAA, shall not affect, relieve, or reduce recipient obligations and assurances that extend beyond the closeout of this agreement.

**b. Budget Period:**

- i. For a single year grant offer, the budget period follows the same start and end date as the PoP provided in paragraph 2(a), and any extension of the PoP end date.

- ii. For a multi-year grant offer, per the authority provided in 49 USC § 47108 and § 47114, the budget period is from the initial PoP start date through the end of the final fiscal year identified on a multi-year grant offer (See Multi-Year Grant Special Condition, if applicable).
- c. Appropriation Period of Availability and Expenditure:
  - i. The FAA must obligate appropriated funds within the period of availability identified in the appropriation.
  - ii. In accordance with 31 USC § 1552, by September 30<sup>th</sup> of the fifth fiscal year after the period of availability, FAA must liquidate and close expired appropriations, and any remaining balance (whether obligated or unobligated) must be canceled and thereafter shall not be available for obligation or expenditure for any purpose.
  - iii. IJA and Supplemental AIP funding are subject to this condition.
- d. Close Out:

Recipients shall begin the closeout process upon physical completion of the project(s) identified in this agreement. Closeout shall proceed expeditiously and without delay, even if the PoP end date has not been reached. In accordance with 2 Code of Federal Regulations (CFR) 200, unless the FAA authorizes a written extension, the recipient must submit all grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the PoP end date. If the recipient does not submit all required closeout documentation within this period, the FAA will proceed to close out the grant within one year of the PoP end date with the information available at the end of 120 days.

e. Termination:

The FAA may terminate this agreement and all of its obligations under this agreement if any of the following occur:

- i. The recipient fails to comply with the terms and conditions of this agreement;
- ii. The recipient fails to obtain or provide any recipient grant contribution as required by the agreement;
- iii. There is a material failure to comply with the Project Schedule even if it is beyond the reasonable control of the recipient;
- iv. Any project changes that the FAA determines are inconsistent with the FAA's basis for selecting the project to receive a grant;
- v. Continued grant payment inactivity, generally defined as no drawdowns over a 12-month period;
- vi. The recipient requests that the FAA terminate the agreement under this section; or
- vii. The FAA determines that termination of this agreement is in the public interest.

In terminating this agreement under this section, the FAA may elect to consider only the interests of the FAA.

**3. Ineligible or Unallowable Costs.** In accordance with 49 USC § 47110, the sponsor is prohibited from including any costs in the grant funded portions of the project that the FAA has determined to be ineligible or unallowable, including costs incurred to carry out airport development implementing

policies and initiatives repealed by Executive Order 14148, provided such costs are not otherwise permitted by statute.

4. **Indirect Costs - Sponsor.** The sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application, as accepted by the FAA, to allowable costs for sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 USC § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs, and settlement will be made for any upward or downward adjustments to the federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The sponsor must carry out and complete the project without undue delay, and in accordance with this agreement, 49 USC Chapters 471 and 475, IIJA (P.L. 117-58) (as appropriate), and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months, or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The sponsor also agrees to comply with the grant assurances, which are part of this agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project(s) unless this offer has been accepted by the sponsor on or before June 12, 2026, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds and Mandatory Disclosure.**
  - a. The sponsor must take all steps, including litigation, if necessary, to recover federal funds spent fraudulently, wastefully, or in violation of federal antitrust statutes, or misused in any other manner for any project upon which federal funds have been expended. For the purposes of this grant agreement, the term "federal funds" means funds however used or dispersed by the sponsor, that were originally paid pursuant to this or any other federal grant agreement. The sponsor must obtain the approval of the Secretary as to any determination of the amount of the federal share of such funds. The sponsor must return the recovered federal share, including funds recovered by settlement, order, or judgment, to the Secretary. Upon request, the sponsor must furnish to the Secretary all documents and records pertaining to the determination of the amount of the federal share, or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the sponsor, in court or otherwise, involving the recovery of such federal share require advance approval by the Secretary.
  - b. The sponsor, a recipient, and a subrecipient under this federal grant must promptly comply with the mandatory disclosure requirements as established under 2 CFR § 200.113, including reporting requirements related to recipient integrity and performance in accordance with Appendix XII to 2 CFR Part 200.

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

- 17. Build America, Buy America.** The sponsor must comply with the requirements under the Build America, Buy America Act (P.L. 117-58).
- 18. Maximum Obligation Increase.** In accordance with 49 USC § 47108(b)(2), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this grant:
- a. May not be increased for a planning project;
  - b. May be increased by not more than 15 percent for development projects, if funds are available;
  - c. May be increased by not more than the greater of the following for a land project, if funds are available:
    - i. 15 percent; or
    - ii. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 USC § 47109, or IJJA (P.L. 17-58), or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the federal share as applicable through an informal letter of amendment.

**19. Audits for Sponsors.**

PUBLIC SPONSORS. The sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$1,000,000 in federal awards and are exempt from federal audit requirements must make records available for review or audit by the appropriate federal agency officials, state, and Government Accountability Office. The FAA and other appropriate federal agencies may request additional information to meet all federal audit requirements.

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

- a. Verify the non-federal entity is eligible to participate in this federal program by:
  - i. Checking the System for Award Management (SAM.gov) exclusions to determine if the non-federal entity is excluded or disqualified; or
  - ii. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
  - iii. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.

- c. Immediately disclose in writing to the FAA whenever (1) the sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the public sponsor suspends or debars a contractor, person, or entity.

**21. Ban on Texting While Driving.**

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

**22. Trafficking in Persons.**

- a. *Posting of contact information.*
  - i. The sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.
- b. *Provisions applicable to a sponsor that is a private entity.*
  - i. Under this grant, the sponsor, its employees, subrecipients under this grant, and subrecipient's employees must not engage in:
    - a) Severe forms of trafficking in persons;
    - b) The procurement of a commercial sex act during the period of time that the grant or cooperative agreement is in effect;
    - c) The use of forced labor in the performance of this grant; or any subaward; or
    - d) Acts that directly support or advance trafficking in persons, including the following acts:
      - 1. Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;
      - 2. Failing to provide return transportation of pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:

- a. Exempted from the requirement to provide or pay for such return transportation by the federal department or agency providing or entering into the grant; or
      - b. The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or witness in a human trafficking enforcement action;
    - 3. Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;
    - 4. Charging recruited employees a placement or recruitment fee; or
    - 5. Providing or arranging housing that fails to meet the host country's housing and safety standards.
  - ii. The FAA may unilaterally terminate this grant or take any remedial actions authorized by 22 USC § 7104b(c), without penalty, if any private entity under this grant:
    - a) is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant; or
    - b) has an employee that is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant through conduct that is either:
      - 1. Associated with the performance under this grant; or
      - 2. Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.
- c. *Provisions applicable to a sponsor other than a private entity.*
- i. The FAA may unilaterally terminate this award or take any remedial actions authorized by 22 USC § 7104b(c), without penalty, if subrecipient is a private entity under this grant:
    - a) is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant or
    - b) has an employee that is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant through conduct that is either:
      - 1. Associated with the performance under this grant; or
      - 2. Imputed to the sponsor or subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.
- d. *Provisions applicable to any sponsor or subrecipient.*

- i. The sponsor or subrecipient must inform the FAA and the DOT Inspector General immediately of any information you receive from any source alleging a violation of a prohibition in paragraph 2.a. (PoP) of this grant.
  - ii. The FAA's right to unilaterally terminate this grant as described in paragraphs 2.b. (Budget Period) or 3.a. (Close Out and Termination) of this grant, implements the requirements of 22 USC Chapter 78, and is in addition to all other remedies for noncompliance that are available to the FAA under this grant.
  - iii. The sponsor must include the requirements of paragraph 2.a. (PoP) of this grant award term in any subaward it makes to a private entity.
  - iv. If applicable, the sponsor must also comply with the compliance plan and certification requirements in 2 CFR § 175.105(b).
- e. *Definitions. For purposes of this grant award, term:*
- i. "Employee" means either:
    - a) An individual employed by the sponsor or a subrecipient who is engaged in the performance of the project or program under this grant; or
    - b) Another person engaged in the performance of the project or program under this grant and not compensated by the sponsor or a subrecipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing requirements.
  - ii. "Private Entity" means:
    - a) Any entity, including for-profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR § 200.1.
    - b) The terms "severe forms of trafficking in persons," "commercial sex act," "sex trafficking," "abuse or threatened abuse of law or legal process," "coercion," "debt bondage," and "involuntary servitude" have the meanings given at section 103 of the Victims of Trafficking and Violence Protection Act of 2000, as amended (22 USC § 7102).

- 23. Grant Funded Work Included in a PFC Application.** Within 120 days of acceptance of this Grant Agreement, the sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.
- 24. Exhibit "A" Property Map.** The Exhibit "A" Property Map dated May 01, 2020, is incorporated herein by reference, or is submitted with the project application and made part of this Grant Agreement.
- 25. Employee Protection from Reprisal.** In accordance with 2 CFR § 200.217 and 41 USC § 4701, an employee of a grantee, subgrantee contractor, recipient, or subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in 41 USC § 4712(a)(2) information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or

safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. The grantee, subgrantee, contractor, recipient, or subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 USC § 4712. See statutory requirements for whistleblower protections at 10 USC § 4701, 41 USC § 4712, 41 USC § 4304, and 10 USC § 4310.

- 26. Co-Sponsor.** The co-sponsors understand and agree that they jointly and severally adopt and ratify the representations and assurances contained therein and that the word "sponsor" as used in the application and other assurances is deemed to include all co-sponsors.
- 27. Prohibited Telecommunications and Video Surveillance Services and Equipment.** The sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [P.L. 115-232 § 889] and 2 CFR § 200.216.
- 28. Critical Infrastructure Security and Resilience.** The sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in its project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.
- 29. Title VI of the Civil Rights Act.** As a condition of a grant award, the sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d et seq.) and implementing regulations (49 CFR Part 21), the Airport and Airway Improvement Act of 1982 (49 USC § 47123), the Age Discrimination Act of 1975 (42 USC § 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto. This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. The sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, and genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.
- 30. Applicable Federal Anti-Discrimination Laws.** The sponsor agrees:
- a. That its compliance in all respects with all applicable federal anti-discrimination laws is material to the government's payment decisions for purposes of 31 USC § 3729(b)(4) and
  - b. To certify that it does not operate any programs promoting Diversity, Equity, and Inclusion (DEI) that violate any applicable federal anti-discrimination laws.
- 31. National Airspace System Requirements.**
- a. The sponsor shall cooperate with FAA activities installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System, including waiving permitting requirements and other restrictions affecting those activities to the

maximum extent possible, and assisting the FAA in securing waivers of permitting or other restrictions from other authorities. The sponsor shall not take actions that frustrate or prevent the FAA from installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System.

- b. If FAA determines that the sponsor has violated subsection a., the FAA may impose a remedy, including:
  - i. Additional conditions on the award;
  - ii. Consistent with 49 USC Chapter 471, any remedy permitted under 2 CFR §§ 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the recipient to the DOT; suspension or termination of the award; or suspension and debarment under 2 CFR part 180; or
  - iii. Any other remedy legally available.
- c. In imposing a remedy under this condition, the FAA may elect to consider the interests of only the FAA.
- d. The sponsor acknowledges that amounts that the FAA requires the sponsor to refund to the FAA due to a remedy under this condition constitute a debt to the Federal Government that the FAA may collect under 2 CFR 200.346 and the Federal Claims Collection Standards (31 CFR Parts 900–904).

**32. Signage Costs for Construction Projects.** The sponsor agrees that it will require the prime contractor of a federally-assisted airport improvement project to post signs consistent with a DOT/FAA-prescribed format, as may be requested by the DOT/FAA, and further agrees to remove any signs posted in response to requests received prior to February 1, 2025.

**SPECIAL CONDITIONS**

33. **Plans and Specifications Prior to Bidding.** The sponsor agrees that it will submit plans and specifications for FAA review prior to advertising for bids.
34. **Design Grant.** This Grant Agreement is being issued in order to complete the design of the project. The sponsor understands and agrees that within two (2) years after the design is completed that the sponsor will accept, subject to the availability of the amount of federal funding identified in the Airport Capital Improvement Plan (ACIP), a grant to complete the construction of the project in order to provide a useful and usable unit of work. The sponsor also understands that if the FAA has provided federal funding to complete the design for the project, and the sponsor has not completed the design within four (4) years from the execution of this Grant Agreement, the FAA may suspend or terminate grants related to the design.
35. **Buy American Executive Orders.** The sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

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

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

I declare under penalty of perjury that the foregoing is true and correct.<sup>1</sup>

**UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION**

  
Jesse A Lyman (05/06/2026 15:26:55 MDT)

*(Signature)*

Jesse A Lyman

*(Typed Name)*

Manager, Denver Airports District Office

*(Title of FAA Official)*

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

**Part II - Acceptance**

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

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

I declare under penalty of perjury that the foregoing is true and correct.<sup>2</sup>

Dated \_\_\_\_\_

\_\_\_\_\_  
**CITY OF CODY, WYOMING**

\_\_\_\_\_  
*(Name of Sponsor)*

\_\_\_\_\_  
*(Signature of Sponsor's Authorized Official)*

**By:** \_\_\_\_\_

\_\_\_\_\_  
*(Typed Name of Sponsor's Authorized Official)*

**Title:** \_\_\_\_\_

\_\_\_\_\_  
*(Title of Sponsor's Authorized Official)*

\_\_\_\_\_  
<sup>2</sup> Knowingly and willfully providing false information to the Federal Government is a violation of 18 USC § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

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

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Wyoming. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (USC), Chapters 471 and 475; 49 USC §§ 40101 et seq., and 48103; Consolidated Appropriations Act, 2024 (P.L. 118-42); Consolidated Appropriations Act, 2025 (P.L. 119-4); Consolidated Appropriations Act, 2026 (P.L. 119-75); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

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

I declare under penalty of perjury that the foregoing is true and correct.<sup>3</sup>

Dated at \_\_\_\_\_

By: \_\_\_\_\_  
*(Signature of Sponsor's Attorney)*

<sup>3</sup> Knowingly and willfully providing false information to the Federal Government is a violation of 18 USC § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

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

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

I declare under penalty of perjury that the foregoing is true and correct.<sup>4</sup>

Dated \_\_\_\_\_

**YELLOWSTONE REGIONAL AIRPORT BOARD**

\_\_\_\_\_  
*(Name of Sponsor)*

\_\_\_\_\_  
*(Signature of Sponsor's Authorized Official)*

**By:** \_\_\_\_\_

*(Typed Name of Sponsor's Authorized Official)*

**Title:** \_\_\_\_\_

*(Title of Sponsor's Authorized Official)*

<sup>4</sup> Knowingly and willfully providing false information to the Federal Government is a violation of 18 USC § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

**CERTIFICATE OF SPONSOR’S ATTORNEY**

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

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Wyoming. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor’s official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (USC), Chapters 471 and 475; 49 USC §§ 40101 et seq., and 48103; Consolidated Appropriations Act, 2024 (P.L. 118-42); Consolidated Appropriations Act, 2025 (P.L. 119-4); Consolidated Appropriations Act, 2026 (P.L. 119-75); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

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

I declare under penalty of perjury that the foregoing is true and correct.<sup>5</sup>

Dated at \_\_\_\_\_

By: \_\_\_\_\_  
*(Signature of Sponsor’s Attorney)*

<sup>5</sup> Knowingly and willfully providing false information to the Federal Government is a violation of 18 USC § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

**ASSURANCES**  
**AIRPORT SPONSORS**

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**A. General.**

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

**B. Duration and Applicability.****1. Airport Development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

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

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

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

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

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, 37, and 40 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

**C. Sponsor Certification.**

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

**1. General Federal Requirements**

It will comply with all applicable federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of federal funds for this grant. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Sponsor and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

**FEDERAL LEGISLATION**

- a. 49 USC subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 USC §§ 3141-3144, 3146, and 3147, et seq.<sup>1</sup>
- c. Federal Fair Labor Standards Act — 29 USC § 201, et seq.
- d. Hatch Act — 5 USC § 1501, et seq.<sup>2</sup>
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 USC § 4601, et seq.<sup>1, 2</sup>
- f. National Historic Preservation Act of 1966 — Section 106 — 54 USC § 306108.<sup>1</sup>
- g. Archeological and Historic Preservation Act of 1974 — 54 USC § 312501, et seq.<sup>1</sup>
- h. Native Americans Grave Repatriation Act — 25 USC § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended — 42 USC § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended — 16 USC § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) - 42 USC § 4012a.<sup>1</sup>
- l. 49 USC § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 — 29 USC § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq.) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 USC § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 — 42 USC § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended — 42 USC § 4151, et seq.<sup>1</sup>
- s. Powerplant and Industrial Fuel Use Act of 1978 — Section 403 — 42 USC § 8373.<sup>1</sup>
- t. Contract Work Hours and Safety Standards Act — 40 USC § 3701, et seq.<sup>1</sup>
- u. Copeland Anti-kickback Act — 18 USC § 874.<sup>1</sup>

- v. National Environmental Policy Act of 1969 – 42 USC § 4321, et seq.<sup>1</sup>
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 USC § 1271, et seq.
- x. Single Audit Act of 1984 – 31 USC § 7501, et seq.<sup>2</sup>
- y. Drug-Free Workplace Act of 1988 – 41 USC §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII.
- cc. Build America, Buy America Act, P.L. 117-58, Title IX.
- dd. Endangered Species Act – 16 USC 1531, et seq.
- ee. Title IX of the Education Amendments of 1972, as amended – 20 USC 1681–1683 and 1685–1687.
- ff. Drug Abuse Office and Treatment Act of 1972, as amended – 21 USC 1101, et seq.
- gg. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 USC § 4541, et seq.
- hh. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 USC § 4541, et seq.
- ii. Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 USC § 1352.

#### **EXECUTIVE ORDERS**

- a. Executive Order 11990 – Protection of Wetlands
- b. Executive Order 11988 – Floodplain Management
- c. Executive Order 12372 – Intergovernmental Review of Federal Programs
- d. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction<sup>1</sup>
- e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- f. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship
- g. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing
- h. Executive Order 14154 – Unleashing American Energy
- i. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government
- j. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

**FEDERAL REGULATIONS**

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 and 1201 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.<sup>3, 4, 5</sup>
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.<sup>1</sup>
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.<sup>1</sup>
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).<sup>1</sup>
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).<sup>1</sup>
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.<sup>1, 2</sup>
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.<sup>1</sup>
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).

- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

#### ***FOOTNOTES TO ASSURANCE (C)(1)***

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- <sup>1</sup> These laws do not apply to airport planning sponsors.
- <sup>2</sup> These laws do not apply to private sponsors.
- <sup>3</sup> 2 CFR Part 200 contains requirements for state and local governments receiving federal assistance. Any requirement levied upon state and local governments by this regulation shall apply where applicable to private sponsors receiving federal assistance under Title 49, United States Code.
- <sup>4</sup> Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- <sup>5</sup> Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

#### ***SPECIFIC ASSURANCES***

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

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

##### **a. Public Agency Sponsor:**

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

##### **b. Private Sponsor:**

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

#### **3. Sponsor Fund Availability.**

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

#### **4. Good Title.**

- a. It, a public agency or the Federal Government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

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

**5. Preserving Rights and Powers.**

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to 49 USC § 47107(a)(16) and (x), it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors

of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

**6. Consistency with Local Plans.**

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

**7. Consideration of Local Interest.**

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

**8. Consultation with Users.**

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

**9. Public Hearings.**

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

**10. Metropolitan Planning Organization.**

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

**11. Pavement Preventive Maintenance-Management.**

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

**12. Terminal Development Prerequisites.**

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

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

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

**14. Minimum Wage Rates.**

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

**15. Veteran's Preference.**

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

**16. Conformity to Plans and Specifications.**

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

**17. Construction Inspection and Approval.**

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in

accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

#### **18. Planning Projects.**

In carrying out planning projects:

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

#### **19. Operation and Maintenance.**

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

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

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

## **20. Hazard Removal and Mitigation.**

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

## **21. Compatible Land Use.**

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

## **22. Economic Nondiscrimination.**

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
  - 1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
  - 2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers

which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

### **23. Exclusive Rights.**

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

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

### **24. Fee and Rental Structure.**

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the federal share of an airport development, airport planning or noise compatibility project for

which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

## **25. Airport Revenues.**

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
  1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
  2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
  3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 USC § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 USC § 47107.

## **26. Reports and Inspections.**

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the

public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

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

#### **27. Use by Government Aircraft.**

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

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

#### **28. Land for Federal Facilities.**

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

**29. Airport Layout Plan.**

- a. The airport owner or operator will maintain a current airport layout plan of the airport showing:
  - 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
  - 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
  - 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
  - 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.
- b. Subject to subsection 49 USC § 47107(x), the Secretary will review and approve or disapprove the plan and any revision or modification of the plan before the plan, revision, or modification takes effect.
- c. The owner or operator will not make or allow any alteration in the airport or any of its facilities unless the alteration—
  - 1. is outside the scope of the Secretary's review and approval authority as set forth in subsection (x); or
  - 2. complies with the portions of the plan approved by the Secretary.
- d. When the airport owner or operator makes a change or alteration in the airport or the facilities which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
  - 1. eliminate such adverse effect in a manner approved by the Secretary; or
  - 2. bear all costs of relocating such property or its replacement to a site acceptable to the Secretary and of restoring the property or its replacement to the level of safety, utility, efficiency, and cost of operation that existed before the alteration was made, except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

**30. Civil Rights.**

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

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

c. Duration.

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

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
  2. So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

**"The (City of Cody, Wyoming and the Yellowstone Reginal Airport Board),** in accordance with the provisions of Title VI of the Civil Rights Act of 1964 ( 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, all businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex , age, or disability in consideration for an award."

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.

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

### **31. Disposal of Land.**

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
  1. Reinvestment in an approved noise compatibility project;
  2. Reinvestment in an approved project that is eligible for grant funding under 49 USC § 47117(e);
  3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 USC §§ 47114, 47115, or 47117;
  4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
  5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

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

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United

States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
  2. Reinvestment in an approved project that is eligible for grant funding under 49 USC § 47117(e);
  3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 USC §§ 47114, 47115, or 47117;
  4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
  5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

### **32. Engineering and Design Services.**

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

### **33. Foreign Market Restrictions.**

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

### **34. Policies, Standards, and Specifications.**

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars ([https://www.faa.gov/airports/aip/aip\\_pfc\\_checklist](https://www.faa.gov/airports/aip/aip_pfc_checklist)) for AIP projects as of March 6, 2026.

**35. Relocation and Real Property Acquisition.**

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

**36. Access By Intercity Buses.**

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

**37. Disadvantaged Business Enterprises (DBE)/Airport Concessions Disadvantage Business Enterprise (ACDBE) Program.**

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 USC § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 USC §§ 3801-3809, 3812).

**38. Hangar Construction.**

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

**39. Competitive Access.**

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 USC § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
  1. Describes the requests;

2. Provides an explanation as to why the requests could not be accommodated; and
  3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

**40. Access to Leaded Aviation Gasoline**

- a. If 100-octane low lead aviation gasoline (100LL) was made available at an airport, at any time during calendar year 2022, an airport owner or operator may not restrict or prohibit the sale of, or self-fueling with, 100-octane low lead aviation gasoline.
- b. This requirement remains until the earlier of December 31, 2030, or the date on which the airport or any retail fuel seller at the airport makes available an unleaded aviation gasoline that has been authorized for use by the FAA as a replacement for 100-octane low lead aviation gasoline for use in nearly all piston-engine aircraft and engine models; and meets either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline, as determined appropriate by the FAA.
- c. An airport owner or operator understands and agrees, that any violation of this grant assurance is subject to civil penalties as provided for in 49 USC § 46301(a)(8).

## SERVICES AGREEMENT

V011025

You agree that by placing an order through a NEOGOV standard ordering document such as an “Order Form”, “Service Order,” “Ordering Document,” “SOW” or other document mutually agreed by the parties detailing the services, pricing and subscription term (each, an “Order Form” for purposes of this Agreement), you agree to follow and be bound by the terms and conditions set forth herein. “Governmentjobs.com”, “NEOGOV”, “we”, and “our” means Governmentjobs.com, Inc. (D/B/A/ NEOGOV), for and on behalf of itself and its subsidiaries PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360) (collectively, “NEOGOV” and, where applicable, its other affiliates; “Customer”, “you”, “your” means the NEOGOV client, customer, and/or the subscriber identified in the Order Form).

“Services Agreement” or the “Agreement” shall be used to collectively refer to this NEOGOV Services Agreement, documents incorporated herein including the applicable Order Form, each Addendum (as applicable), and Special Conditions (if any). “Addendum” means each Addendum set forth either as an Exhibit hereto or otherwise made available at <https://www.neogov.com/service-specifications> (the “NEOGOV Site”) and, as applicable, made a part of this Agreement. “Special Conditions” means individually negotiated variations, amendments and/or additions to this Service Agreement of which are either drafted, or incorporated by reference, into the Order Form.

1. Provision of Services. Subject to the terms of this Agreement NEOGOV hereby agrees to provide Customer with access to its SaaS Applications and Professional Services (each defined below) included or ordered by Customer in the applicable Order Form (collectively referred to as the “Services”). In addition, to the extent NEOGOV provides Customer with access to additional NEOGOV software in order to access Customer Data (as defined below) or otherwise enhance product implementation or functionality, Customer’s use of such software will be deemed to be part of the Services and the terms and conditions of this Agreement shall apply. Customer hereby acknowledges and agrees that NEOGOV’s provision and performance of, and Customer’s access to, the Services is dependent and conditioned upon Customer’s full performance of its duties, obligations and responsibilities hereunder. This Agreement entered into as of the earlier of: (i) date of your signature on an applicable Order Form; or (ii) use of the Services commences (the “Effective Date”). The Agreement supersedes any prior and contemporaneous discussions, agreements or representations and warranties.
2. SaaS Subscription.
  - a) Subscription Grant. “SaaS Applications” means each proprietary NEOGOV web-based software-as-a-service application that may be set forth on an Order Form and subsequently made available by NEOGOV to Customer, and associated components as described in any written service specifications made available to Customer by NEOGOV (the “Service Specifications”). Subject to and conditioned on Customer’s and its Authorized Users’ compliance with the terms and conditions of this Agreement, NEOGOV hereby grants to Customer a limited, non-exclusive, non-transferable, and non-sublicensable right to (i) onboard, access and use, and to permit Authorized Users to onboard, access and use, the SaaS Applications specified in the Order Form solely for Customer’s internal, non-commercial purposes; (ii) generate, print, and download Customer Data as may result from any access to or use of the SaaS Applications; and (iii) train Authorized Users in uses of the SaaS Applications permitted hereunder (these rights shall collectively be referred to as the “SaaS Subscription”). “Authorized Users” means (1) Customer employees, agents, contractors, consultants (“Personnel”) who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Services Agreement and (2) for whom access to the Services has been purchased hereunder. You shall not exceed the usage limits (if any) as detailed in the user tier in the applicable Order Form. You may not access the SaaS Applications if you are a direct competitor of NEOGOV or its affiliates. In addition, you may not access the SaaS Applications for purposes of monitoring their availability, performance, or functionality, or for any other benchmarking or competitive purposes. You shall be responsible for each Authorized User’s access to and use of the SaaS Applications and compliance with applicable terms and conditions of this Agreement.
  - b) Subscription Term. Unless otherwise specified in an applicable Order Form, SaaS Subscriptions shall commence on the Effective Date and remain in effect for twelve (12) consecutive months, unless terminated earlier in accordance with this Agreement (the “Initial Term”). Thereafter, SaaS Subscriptions shall automatically renew for successive twelve (12) month terms (each a “Renewal Term” and together with the Initial Term, collectively, the “Term”) unless a party delivers to the other party, at least thirty (30) days prior to the expiration of the Initial Term or the applicable Renewal Term, written notice of such party’s intention to not renew the SaaS Subscriptions, or unless terminated earlier in accordance with this Agreement. The Term for the Services is a continuous and non-divisible commitment for the full duration regardless of any invoice schedule. The purchase of any Service is separate from any other order for any other Service. Customer may purchase certain Services independently of other Services. Your obligation to pay for any Service is not contingent on performance of any other Service or delivery of any other Service.

3. Customer Responsibilities.
- a) Managing the Subscription. Customer may use the Service in a manner consistent with the terms of this Agreement. Customer will provide NEOGOV all information needed to process the Order Form to activate the subscription and provision the Service to the Customer.
- b) Managing Authorized Users. Customer is responsible for managing the Authorized Users on its account on the Service.
- i) Invitations and Permissions. Customer is responsible for determining which persons to invite to join the Customer's account on the Service and for all actions by Authorized Users on Customer's account on the Service. Customer is solely in control of the individual permissions on the Customer's account.
- ii) Customer Obligations. Customer must: (A) obtain any rights, permissions, or consents that are necessary for the Authorized User's lawful use of Customer Data and the operation of the Service; (B) ensure that the transfer and processing of Customer Data under the Agreement is lawful; and (C) respond to and resolve any dispute with an Authorized User relating to or based on Customer Data, the Service, or Customer's failure to fulfill its obligations under the Agreement or applicable law. Customer will not, and will ensure its Authorized Users do not (a) make any of the Services available to anyone other than Authorized Users or use any Services for the benefit of anyone other than Customer and its Authorized Users, unless otherwise agreed in writing by the parties, (b) sell, resell, license, sublicense, distribute, make available, rent or lease any of the Services, or include any of the Services in a service bureau or outsourcing offering, unless otherwise agreed in writing by the parties, (c) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of the privacy rights, publicity rights, copyright rights, or other rights of any person or entity, (d) use the Services to store or transmit code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses, (e) interfere with or disrupt the integrity or performance of the Services (including, without limitation, activities such as security penetration tests, stress tests, and spamming activity), (f) attempt to gain unauthorized access to the Services or its related systems or networks, (g) disassemble, reverse engineer, or decompile the Services, or modify, copy, or create derivative works based on the Services or any part, feature, function or user interface thereof, (h) remove the copyright, trademark, or any other proprietary rights or notices included within NEOGOV Intellectual Property and on and in any documentation or training materials, or (i) use the Services in a manner which violates the terms of this Agreement, any Order Form or any applicable laws.
4. Professional Services. "Professional Services" shall mean professional services purchased by Customer as detailed in an applicable Order Form or NEOGOV Scope of Work (SOW) describing the work to be performed, fees, and any applicable milestones, dependencies, and other technical specifications or related information. Professional Services include training, set-up, implementation, and best practices of and concerning the SaaS Applications. Professional Services are subject to the terms of the Professional Services Addendum made available on the NEOGOV Site and made a part hereof and may be subject to additional terms pursuant to an SOW and Service Specifications describing, if applicable, the work to be performed, fees, and any applicable milestones, dependencies, and other technical specifications or related information. Order Forms or SOWs must be signed by Customer before NEOGOV shall commence work. If Customer executes a separate SOW, this Agreement and documents incorporated herein (including but not limited to the Professional Services Addendum) shall control in the event of a conflict with the terms of the SOW.
5. Payment Terms.
- a) Fees. Customer shall pay all Subscription, Onboarding and Set-Up fees ("Subscription Fees") and Professional Service fees ("Professional Service Fees", collectively the "Fees") as set forth in an Order Form within thirty (30) days of the date of NEOGOV's invoice. Fees shall be invoiced annually in advance and in a single invoice for each Term. Unless explicitly stated otherwise in an Order Form, all payments due under an Order Form are expressed in and shall be paid in U.S. dollars. Invoices shall be delivered to the stated "Bill To" party on the Order Form. Unless explicitly provided otherwise, once placed the Order Form is non-cancellable and sums paid nonrefundable. Any invoiced amount that is not received by NEOGOV when due as set forth in an Order Form will be subject to a late payment fee of 1.5% per month or the maximum rate permitted by law, whichever is lower. If any amount owing by Customer is more than 30 days overdue, NEOGOV may, without limiting its other rights and remedies, suspend the Services until such amounts are paid in full. If Subscription Fees are based upon the Authorized User or employee count as may be specified in an Order Form, Customer shall owe NEOGOV supplemental Subscription Fees to the extent Customer exceeds the number of Authorized Users or employees set forth in the Order Form. Except as otherwise specifically stated in the Order Form, NEOGOV may change the charges for the Services with effect from the start of each Renewal Term by providing Customer with new pricing at least thirty (30) day notice prior to commencement of a Renewal Term. The new pricing shall be deemed to be effective if Customer (a) returns an executed Order Form to NEOGOV, (b) remits payment to NEOGOV of the fees set forth in the invoice referencing the new pricing, or (c) the Customer or any of its Authorized Users access or use the Services after the expiration of the previous Term.

- b) Taxes. Customer will pay all taxes, duties and levies imposed by all federal, state, and local authorities (including, without limitation, export, sales, use, excise, and value-added taxes) based on the transactions or payments under this Agreement, except those taxes imposed or based on NEOGOV's net income or those exempt by applicable state law. Customer shall provide NEOGOV with a certificate or other evidence of such exemption within ten (10) days after the Effective Date of this Agreement and thereafter upon NEOGOV's request therefor.
  - c) Purchase Orders. Any reference to a purchase order in an Order Form or any associated invoice is solely for Customer's convenience in record keeping, and no such reference or any delivery of services to Customer following receipt of any purchase order shall be deemed an acknowledgement of or an agreement to any terms or conditions referenced or included in any such purchase order. If a purchase order is delivered by Customer in connection with the purchase of Services, none of the terms and conditions contained in such purchase order shall have any effect or modify or supersede the terms and conditions of this Agreement. NEOGOV's failure to object to terms contained in any such purchase order shall not be a waiver of the terms set forth in this provision or in this Agreement.
6. Term and Termination.
- a) Term. This Agreement shall commence on the Effective Date and shall remain in effect until all SaaS Subscriptions have expired and/or both parties have achieved full performance of Professional Services, unless it is terminated earlier in accordance with this Agreement.
  - b) Termination for Cause; Effect of Termination. Either Party may terminate this Agreement immediately if the other is in material breach of this Agreement and such breach is not cured within thirty (30) days following non-breaching party's written specification of the breach. NEOGOV may suspend the Services or terminate this Agreement immediately in the event the Services or Customer's use of the Services provided hereunder pose a security risk to the Services, NEOGOV or any third party, or become illegal or contrary to any applicable law, rule, regulation, or public policy. Upon expiration or any termination of this Agreement, Customer shall cease all use and refrain from all further use of the Services and other NEOGOV Intellectual Property. Additionally, Customer shall be obligated to pay, as of the effective date of such expiration or termination, all amounts due and unpaid to NEOGOV under this Agreement. Unless otherwise specified, following 90 days after expiration or termination of the Agreement NEOGOV may remove Customer Data from NEOGOV Services and without Customer consent or notice.
7. Audit Rights. Upon reasonable notice, NEOGOV or its agent shall have the right to audit Customer's records relating to its compliance with this Agreement. Customer shall cooperate fully with this audit. If any audit conducted under this Section indicates that any amount due to NEOGOV was underpaid, Customer shall within three (3) business days pay to NEOGOV the amount due. All expenses associated with any such audit shall be paid by NEOGOV unless the audit reveals underpayment in excess of five percent (5%), in which case Customer shall pay such expenses as well as any amount due to NEOGOV.
8. Maintenance; Modifications; Support Services.
- a) Maintenance, Updates, Upgrades. NEOGOV maintains NEOGOV's hardware and software infrastructure for the Services and is responsible for maintaining the NEOGOV server operation and NEOGOV database security. NEOGOV may in its sole discretion, periodically modify, Update, and Upgrade the features, components, and functionality of the Services during the Term. "Update" means any update, bug fix, patch or correction of the Services or underlying NEOGOV software that NEOGOV makes generally available to its customers of the same module, excluding Upgrades. Updates are automatic and available upon Customer's next login to the Services following an Update at no additional cost to Customer. "Upgrade" means any update of the Services or underlying NEOGOV software such as platform updates, and major product enhancements and/or new features that NEOGOV makes commercially available. NEOGOV shall have no obligation to provide Upgrades to customers and retains the right to offer Upgrades free of cost or on a per customer basis at additional cost. NEOGOV shall have no liability for, or any obligations to, investments in, or modifications to Customer's hardware, systems or other software which may be necessary to use or access the Services due to a modification, Update, or Upgrade of the Services.
  - b) Program Documentation; Training Materials. "Program Documentation" shall mean all user guides, training, and implementation material, and Service descriptions provided by NEOGOV to Customer in connection with the Services. NEOGOV hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable license to use, print, and distribute internally via non-public platforms, the Program Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Services. Primary training of NEOGOV Services is conducted by self-review of online materials. NEOGOV's pre-built, online training consists of a series of tutorials to introduce the standard features and functions (the "Training Materials"). The Training Materials may be used as reference material by Customer Personnel conducting day-to-day activities.

- c) Implementation. For Services requiring implementation, NEOGOV implementation supplements the Training Materials and is conducted off-site unless otherwise agreed in the Order Form. For an additional fee as detailed on an applicable Order Form, NEOGOV personnel will provide consultation on best practices for setting up the Services, answer Customer questions during the implementation period, and use commercially reasonable efforts to ensure Authorized User Admins grasp the system. The length of the implementation time is dependent on the type of Service and the Customer's responsiveness. NEOGOV is not responsible or liable for any delay or failure to perform implementation caused in whole or in part by Customer's delay in performing its obligations hereunder and, in the event of any such delay, NEOGOV may, in its sole discretion, extend all performance dates as NEOGOV deems reasonably necessary.
- d) Support. Phone support for the Services is available to Customer Monday through Friday, excluding NEOGOV holidays. Customer may submit a request for online support for the Services 24 hours a day, seven days a week, and the NEOGOV support desk will acknowledge receipt of the request within a reasonable time. The length of time for a resolution of any problem is dependent on the type of case.
- e) Limitations. Unless otherwise specified in the Order Form, this Agreement does not obligate NEOGOV to render any maintenance or support services that are not expressly provided herein, including, but not limited to data uploads, manual data entry, migration services, data conversion, refinement, purification, reformatting, SQL dump, or process consultation.

9. NEOGOV Intellectual Property Rights.

- a) NEOGOV shall exclusively own all right, title and interest in and to all pre-existing and future intellectual property developed or delivered by NEOGOV including all Services, products, systems, software (including any source code or object code) or Service Specifications related thereto, Updates or Upgrades, trademarks, service marks, logos and other distinctive brand features of NEOGOV and all proprietary rights embodied therein (collectively, the "NEOGOV Intellectual Property"). This Agreement does not convey or transfer title or ownership of the NEOGOV Intellectual Property to Customer or any of its users. All rights not expressly granted herein are reserved by NEOGOV. Other than recommendation use or as required by law, all use of NEOGOV trademarks must be pre-approved by NEOGOV prior to use. Trademarks shall include any word, name, symbol, color, designation or device, or any combination thereof that functions as a source identifier, including any trademark, trade dress, service mark, trade name, logo, design mark, or domain name, whether or not registered.
- b) Customer may, but is not obligated to, provide NEOGOV with suggestions, ideas, enhancement requests, or other feedback ("Feedback"). If Customer provides any such Feedback to NEOGOV, Customer hereby grants NEOGOV a nonexclusive, perpetual, irrevocable, royalty-free license to use all Feedback for any purpose. Feedback is provided to NEOGOV on an "as-is" basis without warranties of any kind.

10. Data Processing and Privacy.

- a) Customer Data. "Customer Data" shall mean all data that is owned or developed by Customer, whether provided to NEOGOV by Customer or provided by a third party to NEOGOV in connection with NEOGOV's provision of Services to Customer, including Personnel data collected, loaded into, or located in Customer data files maintained by NEOGOV. NEOGOV Intellectual Property, including but not limited to the Services and all derivative works thereof, NEOGOV Confidential Information, and Platform Data do not fall within the meaning of the term "Customer Data". Customer exclusively owns all right, title, and interest in and to all Customer Data. Customer grants NEOGOV a license to host, use, process, display, create non-personal derivative works of, and transmit Customer Data to provide the Services. NEOGOV reserves the right to delete or disable Customer Data stored, transmitted or published by Customer using the Services upon receipt of a bona fide notification that such content infringes upon the intellectual property rights of others, or if NEOGOV otherwise reasonably believes any such content is in violation of this Agreement.
- b) Platform Data. "Platform Data" shall mean any anonymized data reflecting the access to or use of the Services by or on behalf of Customer or any user, including statistical or other analysis and performance information related to the provision and operation of the Services including any end user visit, session, impression, clickthrough or click stream data, as well as log, device, transaction data, or other analysis, information, or data based on or derived from any of the foregoing. NEOGOV shall exclusively own all right, title and interest in and to all Platform Data. Customer acknowledges NEOGOV may compile Platform Data based on Customer Data input into the Services. Customer agrees that NEOGOV may use Platform Data to the extent and in the manner permitted under applicable law. Such anonymized data neither identifies Customer or its users, nor can Customer or any its users can be derived from such data.

- c) Data Processing Agreement. The parties agree that the terms of the NEOGOV Data Processing Addendum (“DPA”) made available on the NEOGOV Site is hereby incorporated herein by reference and made part of this Agreement and governs NEOGOV’s processing of Personal Data.
  - d) Data Responsibilities.
    - i) NEOGOV will maintain commercially reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of the Customer Data. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification or disclosure of Customer Data by NEOGOV personnel except (a) to provide the Services and prevent or address service or technical problems, (b) as compelled by applicable law, or (c) as Customer expressly permits in writing. Customer acknowledges and agrees that it is commercially reasonable for NEOGOV to rely upon the security processes and measures utilized by NEOGOV’s cloud infrastructure providers.
    - ii) Customer is solely responsible for the development, content, operation, maintenance, and use of Customer Data, including but not limited to compliance with applicable laws. NEOGOV will have no responsibility or liability for the accuracy of the Customer Data prior to receipt of such data into the Services. Without limiting the foregoing, Customer shall be solely responsible for and shall comply with all applicable laws and regulations relating to (a) the accuracy and completeness of all information input, submitted, or uploaded to the Services, (b) the privacy of users of the Services, including, without limitation, providing appropriate notices to and obtaining appropriate consents from any individuals to whom Customer Data relates; and (c) the collection, use, modification, alteration, extraction, retention, copying, external storage, disclosure, transfer, disposal, and other processing of any Customer Data. NEOGOV is not responsible for lost data caused by the action or inaction of Customer or Authorized Users. Unless otherwise mutually agreed in writing, Customer shall not maintain any financial, health, payment card, or similarly sensitive data that imposes specific data security or data protection obligations within the Services. Customer shall provide and institute all appropriate tools and procedures required to ensure the security of its own information system and, more specifically, to prevent, detect and destroy the occurrence of any viruses.
  - e) Breach Notice. NEOGOV will notify Customer of unauthorized access to, or unauthorized use, loss or disclosure of Customer Data within its custody and control (a “Security Breach”) within 72 hours of NEOGOV’s confirmation of the nature and extent of the same or when required by applicable law, whichever is earlier. Each party will reasonably cooperate with the other with respect to the investigation and resolution of any Security Breach. If applicable law or Customer’s policies require notification of its Authorized Users or others of the Security Breach, Customer shall be responsible for such notification.
  - f) Data Export, Retention and Destruction. Customer may export or delete Customer Data from the Services at any time during a Subscription Term, using the existing features and functionality of the Services. Customer is solely responsible for its data retention obligations with respect to Customer Data. If and to the extent Customer cannot export or delete Customer Data stored on NEOGOV’s systems using the then existing features and functionality of the Services, NEOGOV will, upon Customer’s written request, make the Customer Data available for export by Customer or destroy the Customer Data. If Customer requires the Customer Data to be exported in a different format than provided by NEOGOV, such additional services will be subject to a separate agreement on a time and materials basis. Except as otherwise required by applicable law, NEOGOV will have no obligation to maintain or provide any Customer Data more than ninety (90) days after the expiration or termination of this Agreement. Customer acknowledges that it is solely responsible for determining any retention requirements with respect to the Customer Data as required by applicable law and NEOGOV disclaims all liability in connection with such determination. In addition, to the extent Customer requests that NEOGOV retain Customer Data beyond the expiration of the retention period required by applicable law, rule or regulation, NEOGOV disclaims all liability in connection with retaining such Customer Data including but not limited to any claims related to loss or destruction of such Customer Data.
11. Third Party Services. The Services may permit Customer and its Authorized Users to access services or content provided by third parties through the Services (“Third Party Services”). Customer agrees that NEOGOV is not the original source and shall not be liable for any inaccuracies contained in any content provided in any of the Third Party Services. NEOGOV makes no representations, warranties or guarantees with respect to the Third Party Services or any content contained therein. NEOGOV may discontinue access to any Third Party Services through the Services if the relevant agreement with the applicable third party no longer permits NEOGOV to provide such access. If loss of access to any Third Party Services (to which Customer has a subscription under this Agreement) occurs during a Subscription Term, NEOGOV will refund to Customer any prepaid fees for such Third Party Services covering the remainder of the Subscription Term.
12. Nondisclosure.

- a) Definition of Confidential Information. “Confidential Information” means all information disclosed by a party (“Disclosing Party”) to the other party (“Receiving Party”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Customer's Confidential Information includes its Customer Data. NEOGOV Confidential Information includes the NEOGOV Intellectual Property and the Services. The Confidential Information of each party includes the terms and conditions of this Agreement and all Order Forms (including pricing), as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (c) is received from a third party without breach of any obligation owed to the Disclosing Party, or (d) was independently developed by the Receiving Party.
- b) Obligations. The Receiving Party will: (i) use the same degree of care it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care); (ii) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (iii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its employees and contractors who need access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not less protective of the Confidential Information than those herein.
- c) Exceptions. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.
- d) Equitable Relief. The parties recognize and agree there may be no adequate remedy at law for breach of the provisions of the confidentiality obligations set forth in this Section 12, that such a breach may irreparably harm the Disclosing Party and the Disclosing Party is entitled to seek equitable relief (including, without limitation, an injunction) with respect to any such breach or potential breach in addition to any other remedies available to it at law or in equity.

### 13. Representations, Warranties, and Disclaimers.

- a) Mutual Representations. Each party represents and warrants to the other party that (i) it has full power and authority under all relevant laws and regulations and is duly authorized to enter into this Agreement; and (ii) to its knowledge, the execution, delivery and performance of this Agreement by such party does not conflict with any agreement, instrument or understanding, oral or written, to which it is a party or by which it may be bound, nor violate any law or regulation of any court, governmental body or administrative or other agency having jurisdiction over it.
- b) Additional Customer Representations and Warranties. Customer hereby represents and warrants to NEOGOV that: (1) Customer and Authorized Users have all necessary rights and authority to upload Customer Data to the Service without violating any third party's proprietary or privacy rights, including intellectual property rights; (2) Customer Data does not contain any viruses, worms, Trojan horses, or other harmful or destructive code or content; and (3) Customer will use the Service in compliance with all laws, rules, regulations, and this Agreement.
- c) Service Performance Warranty. NEOGOV warrants that it provides the Services using a commercially reasonable level of care and skill and in a professional manner in accordance with generally recognized industry standards for similar services.
- d) No Other Warranty. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS WARRANTY SECTION, THE SERVICES AND ANY OTHER INFORMATION ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, AND CUSTOMER'S USE OF THE SERVICES IS AT ITS OWN RISK. NEOGOV DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. NEOGOV DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE, OR THAT ANY ERROR WILL BE CORRECTED.
- e) Disclaimer of Actions Caused by and/or Under the Control of Third Parties. NEOGOV DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM THE NEOGOV SYSTEM AND OTHER PORTIONS OF THE

INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT CUSTOMER'S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ALTHOUGH NEOGOV WILL USE COMMERCIALY REASONABLE EFFORTS TO TAKE ALL ACTIONS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, NEOGOV CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, NEOGOV DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS OR WITH RESPECT TO ANY THIRD PARTY SERVICES.

- f) No Medical Advice. Through certain Services, NEOGOV may make certain telehealth related information available to Customer and/or facilitate user access to telemedicine, expert medical services, and/or emergency medical services. NEOGOV is independent from healthcare providers who provide telemedicine services and is not responsible for such healthcare providers' acts, omissions or for any content or communications made by them. The Services do not provide medical advice and do not create a healthcare provider/patient relationship between Customer and NEOGOV or otherwise. Any Services, or content accessed from the Services, are for informational purposes only and do not constitute medical advice. Customer should seek professional medical advice, diagnosis, and/or treatment for any and all medical conditions, whether as a result of using Services or otherwise. NEOGOV IS NOT RESPONSIBLE OR LIABLE FOR ANY ADVICE, COURSE OF TREATMENT, DIAGNOSIS OR ANY OTHER TREATMENT OR INFORMATION THAT CUSTOMER OR ITS USERS MAY OBTAIN THROUGH THE USE OF THE SERVICES.

#### 14. Indemnification.

- a) Customer Indemnity. To the extent permitted by applicable law, Customer will defend and indemnify NEOGOV from and against any claim, demand, suit or proceeding made or brought against NEOGOV (i) by a third party alleging that any Customer Data infringes or misappropriates such third party's intellectual property rights, (ii) in connection with Customer's violation of any applicable laws, or (iii) any claim or allegation by any third party resulting from or related to Customer's or any of its Authorized User's breach of Section 3 of this Agreement.
- b) NEOGOV Indemnity. Subject to subsections 14(b)(i) through 14(b)(iii) and 14(c) of this Section, if a third party makes a claim against Customer that any NEOGOV intellectual property furnished by NEOGOV and used by Customer infringes a third party's intellectual property rights, NEOGOV will defend the Customer against the claim and indemnify the Customer from the damages and liabilities awarded by the court to the third-party claiming infringement or the settlement agreed to by NEOGOV.
  - i) Alternative Resolution. If NEOGOV believes or it is determined that any of the Services may have violated a third party's intellectual property rights, NEOGOV may choose to either modify the Services to be non-infringing or obtain a license to allow for continued use. If these alternatives are not commercially reasonable, NEOGOV may end the subscription or license for the Services and refund a pro-rata portion of any fees covering the whole months that would have remained, absent such early termination, following the effective date of such early termination.
  - ii) No Duty to Indemnify. NEOGOV will not indemnify Customer if Customer alters the Service or Service Specifications, or uses it outside the scope of use or if Customer uses a version of the Service or Service Specifications which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Services or Service Specifications which was provided to Customer, or if the Customer continues to use the infringing material after the subscription expires. NEOGOV will not indemnify the Customer to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by NEOGOV. NEOGOV will not indemnify Customer for any portion of an infringement claim that is based upon the combination of Service or Service Specifications with any products or services not provided by NEOGOV. NEOGOV will not indemnify Customer for infringement caused by Customer's actions against any third party if the Services as delivered to Customer and used in accordance with the terms of the Agreement would not otherwise infringe any third-party intellectual property rights.
  - iii) Exclusive Remedy. This Section provides the exclusive remedy for any intellectual property infringement claims or damages against NEOGOV.
- c) Indemnification Procedures. In order to receive the indemnities described hereunder, the indemnified party must: (i) promptly notify the indemnifying party, in writing, of any claim; (ii) cooperate reasonably with indemnifying party, at the indemnifying party's expense, in the defense and/or settlement thereof; and (iii) allow the indemnifying party to control the defense and/or settlement thereof except that the indemnifying party may not, without the indemnified party's prior written consent, enter into any settlement that does not unconditionally release the indemnified party from liability. The indemnified party shall have the right to participate in any defense of a claim and/or to be represented by counsel of

its own choosing at its own expense, provided that ultimate control of such defense shall remain solely with the indemnifying party.

15. Limitations of Liability.

- a) EXCLUSION OF DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, INCLUDING FOR ANY: (a) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE, OR PROFIT OR DIMINUTION IN VALUE; (b) IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION OR DELAY OF THE SERVICES; (c) LOSS, DAMAGE, CORRUPTION OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY; (d) COST OF REPLACEMENT GOODS OR SERVICES; (e) LOSS OF GOODWILL, LOSS OF BUSINESS OPPORTUNITY OR PROFIT, OR LOSS OF REPUTATION; OR (f) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.
- b) CAP ON MONETARY LIABILITY. EXCEPT FOR DAMAGES ARISING OUT OF LIABILITY WHICH CANNOT BE LAWFULLY EXCLUDED OR LIMITED, OR CUSTOMER'S OBLIGATIONS TO MAKE PAYMENT UNDER THIS AGREEMENT, THE TOTAL AGGREGATE LIABILITY OF EITHER PARTY FOR ANY AND ALL CLAIMS AGAINST THE OTHER PARTY UNDER THIS AGREEMENT, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, SHALL NOT EXCEED THE AMOUNT OF ALL PAYMENTS ACTUALLY RECEIVED BY NEOGOV FROM CUSTOMER IN CONNECTION WITH THIS AGREEMENT IN THE 12 MONTH PERIOD PRECEDING THE DATE OF THE FIRST EVENT INITIALLY GIVING RISE TO SUCH LIABILITY. THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT ENLARGE THE LIMIT.

16. Reimbursement of Costs in Third Party Litigation. With respect to any litigation or other court proceeding involving Customer and a third party, if any subpoena or other legally binding request related to such litigation or court proceeding is served to NEOGOV requesting copies of documents maintained by NEOGOV or otherwise requesting NEOGOV to appear as a witness in any capacity or provide testimony with respect to Customer's documentation, Customer shall reimburse NEOGOV for its out-of-pocket costs associated with compliance with such request, including but not limited to NEOGOV's reasonable attorneys' fees.

17. EOL Products. NEOGOV may, in its discretion, at certain times elect to discontinue development, distribution and/or support of any Service or any elements or versions of any Service, and thereby designate such Service or elements or versions as end of life ("EOL"). In the event that NEOGOV elects to announce EOL for any Service, NEOGOV will provide six (6) months prior notice. Customer will have a period of six (6) months after receipt of such notice to upgrade to the last commercially available (non-EOL) version of the Service, if applicable, or otherwise following the expiration of such six (6) month period, the Service shall be deemed terminated without penalty and a pro rata refund shall be provided to Customer for the remaining term of the Service. During the 6-month notice period, Customer may continue exercising all of the rights set forth in this Agreement with respect to such EOL Service.

18. Text Message Communications. NEOGOV may offer Personnel the opportunity to receive text messages regarding job application or hiring process reminders, applicant status updates, or other human resource related notices. Since these text message services depend on the functionality of third-party providers, there may be technical delays on the part of those providers. NEOGOV may make commercially reasonable efforts to provide alerts in a timely manner with accurate information, but cannot guarantee the delivery, timeliness, or accuracy of any alert. NEOGOV shall not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or any third party in reliance on an alert. NEOGOV cannot vouch for the technical capabilities of any third parties to receive such text messages. To the extent you utilize text messaging features, NEOGOV shall not be responsible for your use of such features, and you shall indemnify NEOGOV with respect to any damages resulting from your use including but not limited any violations of applicable law. NEOGOV MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, STATUTORY, OR IMPLIED AS TO: (a) THE AVAILABILITY OF TELECOMMUNICATION SERVICES; (b) ANY LOSS, DAMAGE, OR OTHER SECURITY INTRUSION OF THE TELECOMMUNICATION SERVICES; AND (c) ANY DISCLOSURE OF INFORMATION TO THIRD PARTIES OR FAILURE TO TRANSMIT ANY DATA, COMMUNICATIONS, OR SETTINGS CONNECTED WITH THE SERVICES.

19. Publicity. Unless otherwise provided in the applicable Order Form, NEOGOV may identify Customer as one of its customers and use Customer's logo for such purposes, subject to any trademark usage requirements specified by Customer.
20. Force Majeure. Except for Customer's payment obligations to NEOGOV, neither party shall be liable for any damages, costs, expenses or other consequences incurred by the other party or by any other person or entity for any act, circumstance, event, impediment or occurrence beyond such party's reasonable control, including, without limitation: (a) acts of God; (b) changes in or in the interpretation of any law, rule, regulation or ordinance; (c) strikes, lockouts or other labor problems; (d) transportation delays; (e) unavailability of supplies or materials; (f) fire or explosion; (g) riot, pandemic, military action or usurped power; (h) actions or failures to act on the part of a governmental authority; (i) internet service interruptions or slowdowns, vandalism or cyber-attacks, or (j) any other cause beyond the reasonable control of such party.
21. Independent Contractor; No Third Party Beneficiary; Fulfillment Partners. The relationship of the parties shall be deemed to be that of an independent contractor and nothing contained herein shall be deemed to constitute a partnership between or a joint venture by the parties hereto or constitute either party the employee or agent of the other. Customer acknowledges that nothing in this Agreement gives Customer the right to bind or commit NEOGOV to any agreements with any third parties. This Agreement is not for the benefit of any third party and shall not be deemed to give any right or remedy to any such party whether referred to herein or not. NEOGOV may designate any third-party affiliate, or other agent or subcontractor (each a "Fulfillment Partner"), without notice to, or the consent of, Customer, to perform such tasks and functions to complete any Services.
22. Entire Agreement; Amendment; Addendum. This Services Agreement, the Exhibits hereto, each Addendum (as may be applicable pursuant to the terms therein) and documents incorporated herein, the applicable Order Form, and Special Conditions (if any) constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior or contemporaneous oral and written statements of any kind whatsoever made by the parties with respect to such subject matter. It is expressly agreed that the terms of this Agreement and any NEOGOV Order Form shall supersede the terms in any non-NEOGOV purchase order or other ordering document. Notwithstanding the foregoing, any conflict of terms shall be resolved by giving priority in accordance with the following order: 1) Special Conditions (if any), 2) NEOGOV Order Form, 3) the NEOGOV Services Agreement, and 4) incorporated documents (including the Exhibits and each applicable Addendum). This Agreement supersedes the terms and conditions of any clickthrough agreement associated with the Services. This Agreement may not be modified or amended (and no rights hereunder may be waived) except through a written instrument signed by the parties to be bound. If you are subscribing for the HRIS, Vetted, or PowerEngage Platform, you hereby specifically agree to the terms of the applicable Addendum set forth on the NEOGOV Site. In addition, certain Services may disclose the use of artificial intelligence, in which case, Customer hereby agrees to the terms of the AI Addendum set forth on the NEOGOV Site.
23. General.
- a) Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the state of California, without giving effect to conflict of law rules. Any legal action or proceeding relating to this Agreement shall be instituted only in any state or federal court in Los Angeles, California.
  - b) Severability. If any provision of this Agreement is held to be illegal or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that the remainder of this Agreement will continue in full force and effect. Provisions that survive termination or expiration are those relating to, without limitation, accrued rights to payment, acknowledgements and reservations of proprietary rights, confidentiality obligations, warranty disclaimers, and limitations of liability, and others which by their nature are intended to survive.
  - c) Notices. All notices or other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given either when personally delivered, one (1) business day following delivery by recognized overnight courier or electronic mail, or three (3) business days following deposit in the U.S. mail, registered or certified, postage prepaid, return receipt requested. All such communications shall be sent to (i) Customer at the address set forth in the Order Form and (ii) NEOGOV at the address specified in the applicable Order Form.
  - d) Waiver. The waiver, express or implied, by either party of any breach of this Agreement by the other party will not waive any subsequent breach by such party of the same or a different kind. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which taken together shall constitute one and the same instrument.
  - e) Electronic Delivery. Delivery of a copy of this Agreement or an Order Form bearing an original signature by electronic mail or by any other electronic means will have the same effect as physical delivery of the paper document bearing the original signature.

- f) Assignment. Customer may not assign this Agreement without the express written approval of NEOGOV. Any attempt at assignment in violation of this Section shall be null and void.
- g) Construction. The parties intend this Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The exhibits, addendum, schedules, attachments, and appendices referred to herein are an integral part of this Agreement to the same extent as if they were set forth verbatim herein.
- h) Subcontractors. For purposes of this Agreement, including any subsequent documentation requested by Customer pursuant to this Agreement, the term "subcontractors" shall exclude subcontractors (i) who perform routine software development and maintenance services which are not specific to the Customer, (ii) subcontractors who will not have any access to Customer Data, and (iii) subcontractors who have access to Customer Data solely within NEOGOV's or Customer's systems.

**Exhibit A**  
**Government Customer Addendum**

If Customer is a Government Customer, the following Government Customer Addendum (“Government Addendum”) forms part of the Services Agreement, and in the case of any conflict or inconsistency between the terms and provisions of this Addendum and any other provision of the Services Agreement, the terms of this Government Addendum shall control. For purposes hereof, a “Government Customer” means a Customer which is a (a) U.S. Federal agency, (b) state government, agency, department, or political subdivision (including a city, county or municipal corporation), or (c) instrumentality of any of the foregoing (including a municipal hospital or municipal hospital district, police or fire department, public library, park district, state college or university, Indian tribal economic development organization, or port authority).

1. **Applicability.** The provisions of this Addendum shall apply only if Customer is a Government Customer under the Services Agreement.
2. **Termination for Non-Appropriation of Funds on Multi-Year Deals.** Customer represents that it has received sufficient appropriation of funds by the applicable legislature (or other appropriate governmental body) (“Governmental Appropriation”) for the first year of the term of any Order Form executed by Customer (the “First Year” and all such years following the First Year which are included in the term of an Order Form, the “Future Years”). If Customer is subject to federal, state or local law which makes Customer’s financial obligations under this Services Agreement contingent upon Governmental Appropriation, and if such funds are not forthcoming or are insufficient due to failure of such Governmental Appropriation, then Customer will have the right to terminate the then remaining portion of any Future Years under the Services Agreement at no additional cost and with no penalty by giving prior written notice documenting the lack of funding. Customer will provide at least thirty (30) days advance written notice of such termination. Customer will use reasonable efforts to ensure appropriated funds are available. It is expressly agreed that Customer shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this Agreement, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its fiscal operations. If Customer terminates the Services Agreement under this Section 2, Customer agrees not to replace the Services with functionally similar products or services for a period of one year after the termination of the Services Agreement.
3. **Indemnification.** If Customer is prohibited by federal, state or local law from agreeing to hold harmless or indemnify third parties, Section 14(a) and the indemnification provision included in Section 18 of the Services Agreement shall not apply to Customer, to the extent disallowed by applicable law.
4. **Open Records.** If the Customer is subject to federal or state public records laws, including laws styled as open records, freedom of information, or sunshine laws (“Open Records Laws”) the confidentiality requirements of Section 12 of the Services Agreement apply only to the extent permitted by Open Records Laws applicable to the Customer. This Section is not intended to be a waiver of any of the provisions of the applicable Open Records Laws, including, without limitation, the requirement for the Customer to provide notice and opportunity for NEOGOV to assert an exception to disclosure requirements in accordance with the applicable Open Records laws.
5. **Cooperative Purchasing.** As permitted by law, it is understood and agreed by Customer and NEOGOV that any (i) federal, state, local, tribal, or other municipal government (including all administrative agencies, departments, and offices thereof); (ii) any business enterprise in which a federal, state, local, tribal or other municipal entity has a full, majority, or other controlling interest; and/or (iii) any public school (including without limitation K-12 schools, colleges, universities, and vocational schools) (collectively referred to as the “New Entity”) may purchase the Services specified herein in accordance with the terms and conditions of this Agreement. It is also understood and agreed that each New Entity will establish its own contract with NEOGOV, be invoiced therefrom and make its own payments to NEOGOV in accordance with the terms of the contract established between the New Entity and NEOGOV. With respect to any purchases by a New Entity pursuant to this Section, Customer: (i) shall not be construed as a dealer, re-marketer, representative, partner or agent of any type of NEOGOV, or such New Entity; (ii) shall not be obligated, liable or responsible for any order made by New Entities or any employee thereof under the agreement or for any payment required to be made with respect to such order; and (iii) shall not be obliged, liable or responsible for any failure by any New Entity to comply with procedures or requirements of applicable law or to obtain the due authorization and approval necessary to purchase under the agreement. Termination of this Agreement shall in no way limit NEOGOV from soliciting, entering into, or continuing a contractual relationship with any New Entity. Any New Entity who purchases Services under this Section hereby represents that it has the authority to use this Services Agreement for the purchase and that the use of the Services Agreement for the purchase is not prohibited by law or procurement regulations applicable to the New Entity.

**Exhibit B**  
**Integration Terms Addendum**

NEOGOV offers integrations and platform APIs for integrations to third party systems (“Integration Services”). Customer may use only those Integration Services purchased or subscribed to as listed within the NEOGOV Order Form. The following terms (the “Integration Terms Addendum”) shall apply to the extent that Customer utilizes a system integration between the Services and either: (a) an affiliated integrated service, including those found at <https://api.neogov.com/connect/marketplace.html> (“Affiliated API”) or to the extent that Customer utilizes a system integration between the Services and an unaffiliated third-party service (“Customer Application”) integrated using NEOGOV’s open API (“Open API”). Integration Services are not available for HRIS Services and this Exhibit B shall not apply to HRIS Services.

1. **Provision of Integrations.** Subject to and conditioned on compliance with all terms and conditions set forth in this Agreement, NEOGOV hereby grants Customer a limited, revocable, non-exclusive, non-transferable, non-sublicensable license during the applicable Term to use and/or access the Affiliated API as described in this Agreement, or the Open API for communication between Customer’s human resource related third application(s) that will interoperate with NEOGOV Services (collectively these uses shall be referred to as the “API” or “Integration”). Customer acknowledges there are no implied licenses granted under this Agreement. NEOGOV reserves all rights that are not expressly granted. Customer may not use the API for any other purpose without our prior written consent. Customer may not share the API with any third party, must keep the API and all log-in information secure, and must use the API key as Customer sole means of accessing the API.
2. **Integration Intellectual Property.** All right, title, and interest in the API and any and all information, data, documents, materials, inventions, technologies, know-how, descriptions, requirements, plans, reports, works, intellectual property, software, hardware, systems, methods, processes, and inventions, customizations, enhancements, improvements and other modifications based on or derived from the API are and will remain, as appropriate, with NEOGOV. All right, title, and interest in and to the third-party materials, including all intellectual property rights therein, are and will remain with their respective third-party rights holders subject to the terms and conditions of the applicable third-party license agreements. Customer has no right or license with respect to any third-party materials except as expressly licensed under such third-party license agreements.
3. **Integration Terms of Use.** Except as expressly authorized under this Agreement, you may not remove any proprietary notices from the API; use the API in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law; combine or integrate the API with any software, technology, services, or materials not authorized by NEOGOV; design or permit Customer Application(s) to disable, override, or otherwise interfere with any NEOGOV-implemented communications to end users, consent screens, user settings, alerts, warning, or the like; use the API in any of Customer Application(s) to replicate or attempt to replace the user experience of the Services; or attempt to cloak or conceal Customer identity or the identity of Customer Application(s) when requesting authorization to use the API.
4. **Customer Integration Responsibilities.** Customer, Customer developed web or other software services or applications, and Customer third-party vendors that integrate with the API (collectively the “Customer Applications”), shall comply with all terms and conditions of this Agreement, all applicable laws, rules, and regulations, and all guidelines, standards, and requirements that may be posted on <https://api.neogov.com/connect/index.html> from time to time. In addition, Customer will not use the API in connection with or to promote any products, services, or materials that constitute, promote, or are used primarily for the purpose of dealing in spyware, adware, or other malicious programs or code, counterfeit goods, items subject to U.S. embargo, unsolicited mass distribution of email (“spam”), multi-level marketing proposals, hate materials, hacking, surveillance, interception, or descrambling equipment, libelous, defamatory, obscene, pornographic, abusive, or otherwise offensive content, stolen products, and items used for theft, hazardous materials, or any illegal activities.
5. **Cooperation.** If applicable, Customer shall timely provide such cooperation, assistance, and information as NEOGOV reasonably requests to enable the API. NEOGOV is not responsible or liable for any late delivery or delay or failure of performance caused in whole or in part by Customer’s delay in performing, or failure to perform, any of its obligations under this Agreement. NEOGOV will provide Customer maintenance and support services for API issues arising from the information technology designed, developed, and under then current control of NEOGOV. NEOGOV shall have no obligation to provide maintenance or support for issues arising from the inaction or action of Customer or third parties of which are outside NEOGOV control.
6. **Provision of Open API.** In the event license fees or other payments are not due in exchange for the right to use and access the Open API, you acknowledge and agree that this arrangement is made in consideration of the mutual covenants set forth

in this Agreement, including, without limitation, the disclaimers, exclusions, and limitations of liability set forth herein. Notwithstanding the foregoing, NEOGOV reserves the right to charge for access with effect from the start of each Renewal Term by giving Customer at least ninety (90) day notice prior to commencement of a Renewal Term.

7. API Key. In order to use and access the Open API, you must obtain an Open API key through the registration process. Customer agrees to monitor Customer Applications for any activity that violates applicable laws, rules and regulation, or any terms and conditions of this Agreement, including any fraudulent, inappropriate, or potentially harmful behavior. This Agreement does not entitle Customer to any support for the Open API. You acknowledge that NEOGOV may update or modify the Open API from time to time and at our sole discretion and may require you to obtain and use the most recent version(s). You are required to make any such changes to Customer Applications that are required for integration as a result of such Update at Customer sole cost and expense. Updates may adversely affect how Customer Applications communicate with the Services.
8. Efficient Processing. You must use efficient programming, which will not cause an overwhelming number of requests to be made in too short a period of time, as-determined solely by NEOGOV. If this occurs, NEOGOV reserves the right to throttle your API connections, or suspend or terminate your access to the Open API. NEOGOV shall use reasonable efforts to provide Customer notice and reasonable time to cure prior to taking such actions.
9. Open API Limitations. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL NEOGOV BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY UNDER ANY TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY DIRECT, LOST PROFITS, LOST OR CORRUPTED DATA, COMPUTER FAILURE OR MALFUNCTION, INTERRUPTION OF BUSINESS, OR OTHER SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF THE USE OR INABILITY TO USE THE OPEN API; OR ANY DAMAGES, IN THE AGGREGATE, IN EXCESS OF FIFTY DOLLARS, EVEN IF NEOGOV HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES AND WHETHER OR NOT SUCH LOSS OR DAMAGES ARE FORESEEABLE OR NEOGOV WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ANY CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT MUST BE BROUGHT WITHIN ONE YEAR AFTER THE OCCURRENCE OF THE EVENT GIVING RISE TO SUCH CLAIM.
10. Open API Termination. Notwithstanding the additional Termination rights herein, NEOGOV may immediately terminate or suspend Customer access to Open APIs in our sole discretion at any time and for any reason, with or without notice or cause. In addition, your Open API subscription will terminate immediately and automatically without any notice if you violate any of the terms and conditions of this Agreement.

**ORDINANCE 2026-09**

**AN ORDINANCE ADOPTING THE ANNUAL BUDGET FOR THE CITY OF CODY, WYOMING FOR THE FISCAL YEAR ENDING JUNE 30, 2027.**

**WHEREAS**, the City of Cody proposed budget was filed with the governing body in accordance with Wyoming State Statute 16-4-104(a); AND

**WHEREAS**, the City of Cody anticipates having \$46,971,519 available in beginning cash and investments and \$42,793,055 available in revenue for a total of \$89,764,574 available for the operations and maintenance of the City of Cody; AND

**WHEREAS**, the estimated expenditures in the amount of \$47,596,094 set forth in the budget being necessary and sufficient to meet various needs of the City of Cody during the budget year; AND

**WHEREAS**, the proposed budget does not exceed the lawful limit of taxation allowed by law to be levied within the City of Cody for the purposes set forth in the budget; AND

**WHEREAS**, the City of Cody shall hold a public hearing not later than the third Tuesday in June for the purpose of making and adopting the budget for said fiscal year; AND

**WHEREAS**, the City of Cody shall publish, in a newspaper having general circulation in which the City of Cody is located, a summary of the proposed budget at least one (1) week before the public hearing date; AND

**NOW THEREFORE**, the budget for the City of Cody, Wyoming for the Fiscal Year ending June 30, 2027 is hereby adopted and the following amounts are hereby appropriated:

Fund	Estimated Beginning Balance	Estimated Revenue	Estimated Total Appropriation	Estimated Ending Balance
10 General Fund	\$ 8,851,512	\$ 12,803,225	\$ 13,895,874	\$ 7,758,863
31 Capital Acquisition Fund	\$ 4,725,411	\$ 1,568,290	\$ 2,444,207	\$ 3,849,494
32 Technology Replacement Fund	\$ 502,377	\$ 135,323	\$ 422,200	\$ 215,500
33 Vehicle Replacement Fund	\$ 4,907,804	\$ 717,971	\$ 1,590,655	\$ 4,035,120
42 Cody Public Arts Fund	\$ 27,714	\$ 13,200	\$ 662	\$ 40,252
52 Solid Waste Fund	\$ 3,355,192	\$ 2,892,748	\$ 3,150,279	\$ 3,097,661
53 Water Fund	\$ 5,954,556	\$ 6,687,682	\$ 7,783,484	\$ 4,858,754
54 Wastewater Fund	\$ 4,647,567	\$ 2,019,958	\$ 2,536,912	\$ 4,130,613
55 Electric Fund	\$ 13,380,458	\$ 15,203,728	\$ 15,112,303	\$ 13,471,883
56 Storm Drainage Fund	\$ 618,928	\$ 750,930	\$ 659,518	\$ 710,340
<b>Total City Appropriation</b>	<b>\$ 46,971,519</b>	<b>\$ 42,793,055</b>	<b>\$ 47,596,094</b>	<b>\$ 42,168,480</b>

PASSED ON FIRST READING:

PASSED ON SECOND READING:

PASSED, ADOPTED, AND ORDERED PUBLISHED ON THIRD AND FINAL READING:

\_\_\_\_\_  
Lee Ann Reiter, Mayor

ATTEST:

\_\_\_\_\_  
Tina Gail, Administrative Services Officer

# FY2026 - 2027 Budget Summary

## Comprehensive Summary

Category	FY 2026 Budget	FY 2027 Budgeted	FY 2026 Budget vs. FY 2027 Budgeted (% Change)
<b>Beginning Fund Balance</b>	<b>\$48,617,204</b>	<b>\$46,971,519</b>	<b>-3.38%</b>
<b>Revenues</b>			
Local Taxes	\$1,365,380	\$1,427,616	4.56%
Intergovernmental	\$7,272,662	\$7,400,397	1.76%
License & Permits	\$545,200	\$450,000	-17.46%
Fines & Assessments	\$131,600	\$184,200	39.97%
Charges for Services	\$25,655,969	\$26,621,867	3.76%
Miscellaneous	\$1,626,438	\$1,902,708	16.99%
Operating Grants & Contributions	\$454,022	\$459,404	1.19%
Interfund Transfers	\$1,850,494	\$1,716,282	-7.25%
Capital Revenue	\$8,320,734	\$2,630,581	-68.39%
<b>Total Revenues</b>	<b>\$47,222,499</b>	<b>\$42,793,055</b>	<b>-9.38%</b>
<b>Expenditures</b>			
Personnel	\$14,706,780	\$15,135,284	2.91%
Maintenance & Repairs	\$1,380,179	\$1,153,240	-16.44%
Purchased Services	\$16,131,003	\$17,086,758	5.92%
Risk Management	\$458,521	\$511,964	11.66%
Materials & Supplies	\$2,234,310	\$1,646,015	-26.33%
Other Financing	\$228,792	\$318,189	39.07%
Operating Grants	\$46,017	-	-100.00%
Interfund Transfers	\$1,850,494	\$1,716,282	-7.25%
Capital Expenses	\$17,389,731	\$10,028,362	-42.33%
<b>Total Expenditures</b>	<b>\$54,425,827</b>	<b>\$47,596,094</b>	<b>-12.55%</b>
<b>Total Revenues Less Expenditures</b>	<b>-\$7,203,328</b>	<b>-\$4,803,039</b>	<b>-33.32%</b>
<b>Ending Fund Balance</b>	<b>\$41,413,876</b>	<b>\$42,168,480</b>	<b>1.82%</b>

## Reserves Summary

- **Restricted** – Resources that are constrained by external parties, such as grantors, debt covenants, or state law. These funds can only be used for their specified purpose.
- **Committed** – Amounts formally set aside by the City Council to meet the minimum reserve balance requirements for each fund or for other specific purposes. These commitments can only be changed by the Council.
- **Assigned** – Funds intended for a specific purpose by the City Council but not formally committed. These are typically more flexible than committed funds.
- **Unassigned** – The remaining balance available for general use.

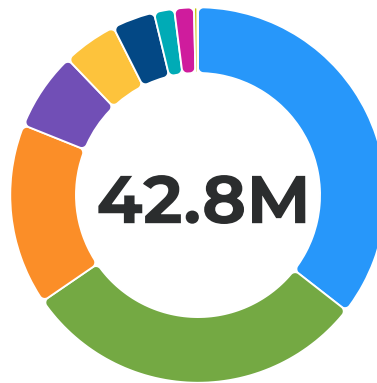
### Reserves by Category

Fund Balance	FY 2026	FY 2027	FY 2026 vs. FY 2027 (% Change)
Unassigned	\$16,645,232	\$13,356,592	-19.76%
Assigned	\$153,638	\$40,252	-73.80%
Committed	\$29,778,226	\$28,377,213	-4.70%
Restricted	\$394,423	\$394,423	-
<b>Total Fund Balance</b>	<b>\$46,971,519</b>	<b>\$42,168,480</b>	<b>-10.23%</b>

FUND	UNASSIGNED	ASSIGNED	COMMITTED	RESTRICTED	TOTAL
<b>General Fund</b>	\$963,312	0	\$6,659,832	\$135,719	7,758,863
<b>Capital Acquisition Fund</b>	\$0	\$0	\$3,849,494	\$0	\$3,849,494
<b>Technology Replacement Fund</b>	\$0	\$0	\$215,500	\$0	\$215,500
<b>Vehicle Replacement Fund</b>	\$0	\$0	\$4,035,120	\$0	\$4,035,120
<b>Cody Public Arts Fund</b>	\$0	\$40,252	\$0	\$0	\$40,252
<b>Solid Waste Fund</b>	\$1,561,009	\$0	\$1,536,652	\$0	\$3,097,661
<b>Water Fund</b>	\$926,473	\$0	\$3,673,577	\$258,704	\$4,858,754
<b>Wastewater Fund</b>	\$2,757,090	\$0	\$1,373,523	\$0	\$4,130,613
<b>Electric Fund</b>	\$6,438,368	\$0	\$7,033,515	\$0	\$13,471,883
<b>Storm Drainage Fund</b>	<u>\$710,340</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$710,340</u>
<b>TOTAL</b>	<b>\$13,356,592</b>	<b>\$40,252</b>	<b>\$28,377,213</b>	<b>\$394,423</b>	<b>\$42,168,480</b>

# Revenues by Fund

FY27 Revenues by Fund

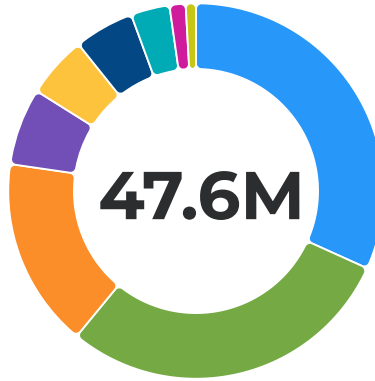


● Electric Fund	<b>\$15,203,728</b>	35.53%
● General Fund	<b>\$12,803,225</b>	29.92%
● Water Fund	<b>\$6,687,682</b>	15.63%
● Solid Waste Fund	<b>\$2,892,748</b>	6.76%
● Wastewater Fund	<b>\$2,019,958</b>	4.72%
● Capital Acquisition Fund	<b>\$1,568,290</b>	3.66%
● Storm Drainage Fund	<b>\$750,930</b>	1.75%
● Vehicle Replacement Fund	<b>\$717,971</b>	1.68%
● Technology Replacement Fund	<b>\$135,323</b>	0.32%
● Cody Public Arts Fund	<b>\$13,200</b>	0.03%

Category	FY 2026 Budget	FY 2027 Budgeted	FY 2026 Budget vs. FY 2027 Budgeted (% Change)
General Fund	\$12,478,500	\$12,803,225	2.60%
Capital Acquisition Fund	\$1,145,391	\$1,568,290	36.92%
Technology Replacement Fund	\$122,902	\$135,323	10.11%
Vehicle Replacement Fund	\$820,217	\$717,971	-12.47%
Cody Public Arts Fund	\$22,358	\$13,200	-40.96%
Solid Waste Fund	\$2,805,171	\$2,892,748	3.12%
Water Fund	\$8,310,901	\$6,687,682	-19.53%
Wastewater Fund	\$6,037,784	\$2,019,958	-66.54%
Electric Fund	\$14,728,124	\$15,203,728	3.23%
Storm Drainage Fund	\$751,151	\$750,930	-0.03%
<b>Total Revenues</b>	<b>\$47,222,499</b>	<b>\$42,793,055</b>	<b>-9.38%</b>

# Expenditures by Fund

FY27 Expenditures by Fund



Electric Fund	\$15,112,303	31.75%
General Fund	\$13,895,874	29.20%
Water Fund	\$7,783,484	16.35%
Solid Waste Fund	\$3,150,279	6.62%
Wastewater Fund	\$2,536,912	5.33%
Capital Acquisition Fund	\$2,444,207	5.14%
Vehicle Replacement Fund	\$1,590,655	3.34%
Storm Drainage Fund	\$659,518	1.39%
Technology Replacement Fund	\$422,200	0.89%
Cody Public Arts Fund	\$662	0.00%

Category	FY 2026 Budget	FY 2027 Budgeted	FY 2026 Budget vs. FY 2027 Budgeted (% Change)
General Fund	\$14,131,918	\$13,895,874	-1.67%
Capital Acquisition Fund	\$2,275,613	\$2,444,207	7.41%
Technology Replacement Fund	\$400,680	\$422,200	5.37%
Vehicle Replacement Fund	\$1,799,545	\$1,590,655	-11.61%
Cody Public Arts Fund	\$4,684	\$662	-85.87%
American Rescue Plan Grant Fund	\$45,500	-	-100.00%
Solid Waste Fund	\$2,936,897	\$3,150,279	7.27%
Water Fund	\$9,608,066	\$7,783,484	-18.99%
Wastewater Fund	\$7,370,162	\$2,536,912	-65.58%
Electric Fund	\$14,932,168	\$15,112,303	1.21%
Storm Drainage Fund	\$920,594	\$659,518	-28.36%
<b>Total Expenditures</b>	<b>\$54,425,827</b>	<b>\$47,596,094</b>	<b>-12.55%</b>



**ORDINANCE 2026-10**

**AN ORDINANCE LEVYING TAXES FOR THE CITY OF CODY, WYOMING FOR THE FISCAL YEAR ENDING JUNE 30, 2027.**

**WHEREAS**, the City of Cody levies a General Property Tax for the fiscal year ending June 30, 2027 necessary to meet the current expenses for the City of Cody, together with and including the necessary tax for interest and indebtedness for the fiscal year;  
**AND**

**WHEREAS**, said Ordinance shall be in full force and effect from and after its passage and publications as provided by law.

**NOW, THEREFORE**, said levy is hereby declared to be set for the fiscal year and the same is hereby fixed and determined to be eight (8) mills (.008) upon all assessable property within the City of Cody, Wyoming.

PASSED ON FIRST READING

PASSED ON SECOND READING:

PASSED, ADOPTED, AND ORDERED PUBLISHED ON THIRD AND FINAL READING:

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Lee Ann Reiter, Mayor

ATTEST:

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Tina Gail, Administrative Services Officer

<b>Meeting Date:</b> June 2, 2026 <b>Department:</b> Community Development <b>Staff Reference:</b> Utana Dye
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## **AGENDA ITEM SUMMARY REPORT**

### **ORDINANCE 2026-08- Second Reading to Amend Title 9, Chapter 3, Section 1 of the City of Cody**

#### **PROPOSED ACTION:**

Approve Ordinance 2026-08 Amending Title 9, Chapter 3, Section 1 of the City of Cody on Second Reading.

#### **SUMMARY OF INFORMATION:**

There has been no additional additions or comments since the last reading on this ordinance. The Community Development has received no input from the public on this ordinance.

There were tables that were supposed to be included in the Ordinance during the last update of the Ordinance. Two of the Category tables were left out of the ordinance and need to be put back into the Ordinance. The tables that are missing from the ordinance are in the section for the Specialty Contractor license. This correction is intended to restore those missing tables to the two Specialty Contractor Sections; it does not introduce any new requirements or changes to contractor licensing. This ordinance will correct the clerical error and include the two tables.

#### **FISCAL IMPACT:**

N/A

#### **ATTACHMENTS:**

1. Ordinance 2026-08 9-3-1 Contractor Licenses Categories

**ORDINANCE NO. 2026-08**

**AN ORDINANCE TO AMEND TITLE 9, CHAPTER 3, SECTION 1 OF  
THE CITY OF CODY CODE**

**WHEREAS**, the governing body has determined that it is in the public interest to amend Section 9-3-1-C-1 of the City of Cody Code to reflect recent action by the State pursuant to W.S. 16-6-110.

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

**SECTION 1:** Title 9, Chapter 3, Section 1.C.1 through 1.C.9 of the City of Cody Code is hereby amended to read as follows:

**9-3-1 CONTRACTOR LICENSE REQUIRED; EXCEPTIONS; LICENSING CATEGORIES:**

C. Contractor Licensing Categories: Licenses for construction contracting are categorized and defined as follows. A license authorizes the company or person(s) holding the license to perform work within the trade(s) identified for that license, to the extent specified herein. Provided, each contractor is responsible to ensure that they do not accept or perform work that is clearly beyond their level of proficiency and skill - doing so is grounds for suspension and revocation of their license, as may be determined by the Contractor Licensing Board.

1. General Contractor: This category authorizes the construction of all components of commercial and residential buildings, structures, or facilities, except those components requiring an electrical license, plumbing license, or mechanical/HVAC license. A general contractor is also authorized to manage all work on the permitted project.

Persons requesting a General Contractor license shall show that they have passed an approved ICC National Standard exam for Class A Commercial or Class B Commercial and Residential Contracting (or equivalent), and have at least sixty (60) months of verifiable experience as a general contractor, journeyman carpenter, architect, engineer or similar work that demonstrates the knowledge, skills, and proficiency needed to act in the capacity of a general contractor.

2. General Contractor - IRC: This category authorizes the construction of all components of a residential structure or building that is subject to the International Residential Code (e.g., single-family dwellings, two-family dwellings, townhouses, and their accessory structures), except those components requiring an electrical license, plumbing license, or mechanical/HVAC license.

Persons requesting a "General Contractor - IRC" license shall show that they have passed an approved an ICC Class C Residential Contractor exam (or equivalent) and have at least forty-eight (48) months of verifiable experience that demonstrates the knowledge, skills, and proficiency needed to perform work of this nature: or they shall otherwise prove to the Building Official and the Contractors Board by means of board review that they have a combination of certifications, experience, and or education that is equivalent to the previously stated requirements. Applicants that request approval based on the alternative option shall be subject to a mandatory in-person board interview and review.

3. Master Electrical Contractor: This category authorizes electricians licensed by the State of Wyoming as master electricians to perform electrical work regulated by the National Electric Code within the City of Cody. Their employees that perform electrical work must also be registered with the State of Wyoming.

Persons requesting to be licensed by the City of Cody as an electrical contractor must provide a copy of their current Wyoming master electrician license and electrical contractor's license (card) issued by the State of Wyoming.

4. Master Plumbing Contractor: This category authorizes plumbing work (including fuel gas) within all types of buildings, structures, and facilities.

Persons requesting a Master Plumbing Contractor license shall show that they have passed an approved ICC "National Standard Master Plumber with Gas" exam (or equivalent) and have at least forty-eight (48) months of verifiable experience that demonstrates the knowledge, skills, and proficiency needed to perform work of this nature.

5. Plumbing Contractor - IRC: This category authorizes all plumbing work (including fuel gas) within buildings and structures regulated by the International Residential Code (IRC).

Persons requesting a "Plumbing Contractor - IRC" license shall show that they have passed an approved ICC "National Standard Journeyman Plumber with Gas" exam (or equivalent) and have at least forty-eight (48) months of verifiable experience that demonstrates the knowledge,

skills, and proficiency needed to perform work of this nature; or they shall otherwise prove to the Building Official and the Contractors Board by means of board review that they have a combination of certifications, experience, and or education that is equivalent to the previously stated requirements. Applicants that request approval based on the alternative option shall be subject to a mandatory in-person board interview and review.

6. Master Mechanical/HVAC Contractor: This category authorizes mechanical/HVAC work within all types of buildings, structures, and facilities.

Persons requesting a master Mechanical/HVAC Contractor license shall show that they have passed an approved ICC "National Standard Master Mechanical" exam (or equivalent) and have at least forty-eight (48) months of verifiable experience that demonstrates the knowledge, skills, and proficiency needed to perform work of this nature.

7. Mechanical/HVAC Contractor - IRC: This category authorizes all mechanical/HVAC work within buildings and structures regulated by the International Residential Code (IRC).

Persons requesting a "Mechanical/HVAC Contractor - IRC" license shall show that they have passed an approved ICC "National Standard Journeyman Mechanical" exam (or equivalent) and have at least forty-eight (48) months of verifiable experience that demonstrates the knowledge, skills, and proficiency needed to perform work of this nature; or they shall otherwise prove to the Building Official and the Contractors Board by means of board review that they have a combination of certifications, experience, and or education that is equivalent to the previously stated requirements. Applicants that request approval based on the alternative option shall be subject to a mandatory in-person board interview and review.

8. Specialty Contractor: This category authorizes the person to work in one or more of the below listed trades, on any type of building, structure, or facility. Work only in those trades for which the person applies and meets the minimum verifiable experience therefor is authorized. The minimum experience need not be provided if the person has passed an ICC or equivalent professional exam for the trade and otherwise demonstrates the applicable knowledge, skills, and proficiency to the Building Official and Contractor Licensing Board.

<u>Trade:</u>	<u>Minimum Experience:</u>
Asbestos Abatement	24 months
Commercial Fire Suppression Systems	36 months
Commercial Railings	24 months
Conveyor Systems	36 months
Demolition	24 months
Drywall	24 months
Elevator Installation	48 months
Fencing	6 months
Framing	48 months
Ground stabilization/mud jacking	24 months
Insulation	24 months
Masonry	48 months
Refrigeration	24 months
Roofing	24 months
Sheet metal installation	24 months
Siding	24 months
Sign/Awning Installation	24 months
Steel fabrication/erection	48 months
Structural Concrete	48 months
Stucco/Plaster	12 months
Underground Utilities (sewer, water, conduit)	12 months
Windows/Glass glazing	12 months

9. Specialty Contractor - IRC: This category authorizes the person to work in any of the below listed specialty contractor activities when the work is conducted on a building or structure subject to the IRC only. Work only in those trades for which the person applies and meets the minimum verifiable experience therefor is authorized. The minimum experience need not be provided if the person has passed an ICC or equivalent exam for the specialty trade, or if the Building Official and Contractor Licensing Board is otherwise satisfied that the person has the knowledge, skills, and training necessary to perform the work in a competent manner.

<u>Trade:</u>	<u>Minimum Experience:</u>
Fire Suppression Systems	6 months
Demolition	6 months
Drywall	6 months

Fencing	3 months
Framing	12 months
Insulation	6 months
Masonry	6 months
Roofing	6 months
Sheet metal installation	6 months
Siding	6 months
Structural Concrete	6 months
Stucco/Plaster	6 months
Windows/Glass glazing	6 months

10. Any person seeking a license from the City of Cody who is licensed by another issuing jurisdiction may submit an application to request reciprocal acceptance and recognition of that license by the City of Cody pursuant to W.S. § 16-6-1101. The person seeking acceptance of the license shall submit an application to be provided by the City of Cody, and shall provide the information, pay all required fees, and shall comply with the requirements of this chapter and W.S. §16-6-1101.

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

PASSED ON FIRST READING: May 19, 2026

PASSED ON SECOND READING: \_\_\_\_\_

PASSED, ADOPTED AND APPROVED  
ON THIRD AND FINAL READING: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Lee Ann Reiter, Mayor

\_\_\_\_\_  
Tina Gail, Administrative Services Officer

## Resolution 2026-08

A RESOLUTION APPROVING THE PROPOSITION FOR IMPOSITION OF A 1% SPECIFIC PURPOSE EXCISE TAX IN PARK COUNTY, STATE OF WYOMING, FOR THE PURPOSE OF FUNDING SPECIFIC PROJECTS, SAID PROPOSITION TO BE PLACED ON THE BALLOT IN CONJUNCTION WITH THE GENERAL ELECTION TO BE HELD IN PARK COUNTY ON TUESDAY, NOVEMBER 3, 2026.

WHEREAS, the Board of County Commissioners (the “Commissioners”) of Park County, State of Wyoming (the “County” or “Park County”), has determined to make funding available if approved in the following amount for the following specified projects (the “Projects”):

\$19,278,000 to be collected, together with interest earned thereon to be used for the following specified purposes:

1. \$9,800,000 to the City of Cody for the purpose of planning, design, engineering, construction, remodeling, modification, infrastructure installation, paving, landscaping, utility installation, and furnishing for improvements to the Cody Auditorium; and
2. \$7,900,000 to the City of Powell for the purpose of design, engineering, construction, and furnishing of a senior citizens center building, infrastructure, utilities, parking lot, landscaping and other necessary appurtenances; and
3. \$1,578,000 to the Town of Meeteetse for the purpose of purchasing: a new sanitation vehicle, and making renovations, upgrades and improvements to the senior center building, swimming pool facilities and visitor center.

WHEREAS, if approved, the Commissioners propose to fund the above referenced Projects, with 1% specific purpose sales and use excise tax imposed within the County pursuant to W.S. § 39-15-202, W.S. § 39-15-203(a)(iii), W.S. § 39-15-204(a)(iii) and W.S. § 39-16-204(a)(ii) (the “Tax”); and

WHEREAS, in order to implement the tax, it is necessary to submit to the qualified electors of the County the proposition for imposition of the Tax; and

WHEREAS, before the proposition to impose the Tax may be placed before the qualified electors of the County at the General Election to be held on Tuesday, November 3<sup>rd</sup>, 2026, approval of the proposition by the governing bodies of at least one-half (1/2) of the incorporated municipalities within the County and by the Commissioners is required.

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

Section 1. In the event the proposition shall be approved by the qualified electors of Park County, the Tax shall commence on January 1, 2027. Upon distribution of the approved Tax funds to the County, excess Tax funds shall be retained by the Park County Treasurer for one (1) year for refund of overpayments. After one (1) year, the excess Tax funds (less any refunds), plus any interest earned thereon, shall be distributed to the Municipalities based on the respective ratio which the principal amount of each project bears to the total amount of all Projects for which the Tax was approved. All Tax funds, and interest thereon, shall be used for construction, equipment, operation and maintenance of the specified Projects.

Section 2. Passage of this resolution by the governing body of Cody, Meeteetse and Powell shall constitute approval of the proposition to impose the Tax as required by W.S. § 39-15-202, W.S. § 39-15-203(a)(iii), W.S. §§ 39-15-204(a)(iii)(A), and said proposition to be placed on the ballot. The passage of this Resolution shall also constitute written notification to the County Clerk, in accordance with Wyoming Statute §22-21-103, specifying the date of the election and the proposition and shall further constitute approval as required by Wyoming Statute §39-16-204(a)(ii).

Section 3. Should any part or provision of this resolution ever be judicially determined to be invalid or unenforceable, such determination shall not affect the remaining parts and provisions hereof, the intention being that each part or provision of this resolution is severable.

ADOPTED AND APPROVED as of the \_\_\_ day of \_\_\_\_\_, 2026.

CITY OF CODY, WYOMING

(SEAL)

\_\_\_\_\_  
Mayor

ATTESTED:

\_\_\_\_\_  
City Clerk

<p><b>Meeting Date:</b> June 2, 2026 <b>Department:</b> Public Works <b>Staff Reference:</b> Phillip Bowman, Kris Bruxvoort</p>
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## **AGENDA ITEM SUMMARY REPORT**

### **Agreement for Independent Contractor Services between the City of Cody and Garrett Parks and Play for the Trailhead Park Playground Equipment**

#### **PROPOSED ACTION:**

Consider approval of the Agreement for Independent Contractor Services between the City of Cody and Garrett Parks and Play for the Trailhead Park Playground Equipment

#### **SUMMARY OF INFORMATION:**

The Trailhead Park and Playground Equipment Project (Project) is included in the proposed FY 2027 Budget with a total funding amount of \$200,000. This funding is made up from the City's Open Space Fund (approximately \$126,000), a Rotary Club donation (\$40,000), and the City's Capital Acquisition Fund (approximately \$34,000). With approval of the FY 2027 Budget, this funding will be available for construction of the Project after July 1, 2026.

A Request for Proposals (RFP) for the Playground Equipment to be installed with the Project was publicly advertised in the Cody Enterprise on April 9, April 16, April 23, and April 30, 2026, and the RFP's received by the City were publicly opened at City Hall on May 15, 2026.

Six (6) proposals were received for the Playground Equipment, and a selection committee made up of Eric Asay (Streets, Fleet and Grounds Superintendent), Brian Finley (Parks Operator II), and Kris Bruxvoort (Staff Engineer) have evaluated and ranked the proposals. Based on the ranking performed, the recommended proposal to supply and install the playground equipment is Garrett Parks and Play.

The recommendation to award the proposal to Garrett Parks and Play was discussed with the City Council at the Work Session held on May 26, 2026. With City Council concurrence, the Agreement for Independent Contractor Services has been developed and is presented for approval.

City Council approval of the Agreement is contingent upon final legal review by the City Attorney. The Mayor is authorized to execute the Agreement and approve non-material revisions, corrections, clarifications, and legal modifications necessary to finalize the Agreement, provided such changes do not materially alter the scope of work, compensation, financial obligations, or policy direction approved by the City Council.

#### **FISCAL IMPACT:**

The proposed FY 2027 Budget includes \$200,000 of funding for the Trailhead Park and Playground Improvements Project. The proposal received from Garrett Parks and Play is within this project budget amount.

**ATTACHMENTS:**

1. Contract for Independent Services - Garrett Parks and Play

**AGREEMENT FOR**  
**INDEPENDENT CONTRACTOR**  
**SERVICES**

THIS AGREEMENT is made and entered into by and between Garrett & Company Incorporated, d/b/a Garrett Parks and Play (hereinafter INDEPENDENT CONTRACTOR), and the City of Cody, Wyoming, a Wyoming municipal corporation, (hereinafter CITY) as of the date last signed by the parties below.

RECITALS

A. CITY wishes to install playground equipment and surfacing at Trailhead Park, located on Pleasant View Drive, north of Twin Creek Trail Avenue and south of E Avenue in Cody, Wyoming.

B. INDEPENDENT CONTRACTOR is qualified, willing and able to provide the SERVICES to the CITY as an independent contractor.

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

1. INDEPENDENT CONTRACTOR shall provide and install the playground and surfacing (hereinafter the SERVICES) to CITY as described in the Trailhead Park Playground Request for Proposal attached as Exhibit A and the Proposal received and opened on May 15, 2026 from Garrett Parks and Play, Main Option 2.0 and Alt 2 Option 1.0 attached as Exhibit B. INDEPENDENT CONTRACTOR shall commence work around July 2026. The SERVICES shall be completed on or before August 31, 2026. INDEPENDENT

CONTRACTOR shall coordinate with CITY officials prior to commencing work, and shall provide to CITY specifications and details to ensure that the CITY is able prepare the site for the installation of the equipment. INDEPENDENT CONTRACTOR shall perform the SERVICES in a professional, workmanlike manner, consistent with the industry standards for services of the same nature. The means and methods of providing such services shall be determined by INDEPENDENT CONTRACTOR.

2. CITY shall compensate INDEPENDENT CONTRACTOR a total amount of **\$144,777.00** for the work described above. INDEPENDENT CONTRACTOR shall submit to CITY an invoice on a monthly basis. Each invoice shall describe in detail the work performed and the percentage complete of the SERVICES which INDEPENDENT CONTRACTOR has invoiced for through the date of the invoice. CITY shall pay such invoice within 45 days of receipt, unless CITY objects to any portion of the invoice, in which case, CITY shall notify INDEPENDENT CONTRACTOR of such objections within fifteen days of receiving the invoice, and shall describe the basis for the objections. CITY shall pay such portion of the invoice to which CITY does not object. Payments shall not constitute a waiver of CITY'S right to object to other portions of INDEPENDENT CONTRACTOR'S invoice or future invoices.

3. INDEPENDENT CONTRACTOR is not an employee of CITY. CITY is

relying on INDEPENDENT CONTRACTOR'S professional education, training, experience and skills to provide the SERVICES. CITY shall not control the means, methods or techniques INDEPENDENT CONTRACTOR uses to perform the SERVICES. INDEPENDENT CONTRACTOR shall be solely responsible for payment of any and all taxes due on compensation that INDEPENDENT CONTRACTOR receives. INDEPENDENT CONTRACTOR and its employees, agents and sub-contractors are not eligible for and will not receive any CITY benefits.

4. Either party may terminate this agreement at any time, with or without cause, upon giving written notice to the other party. No term shall be implied by this agreement, and no modifications may be made to this agreement except by a written instrument approved and signed by both parties.

5. INDEPENDENT CONTRACTOR shall indemnify and hold harmless CITY for any and all property damage, losses, injuries, death and damages of any kind arising out of INDEPENDENT CONTRACTOR'S negligent, willful or intentional acts, errors and omissions (hereinafter INDEPENDENT CONTRACTOR'S actions). This indemnification obligation shall include negligence on behalf of any employee, agent, subcontractor, and any other individual performing work on behalf of or under the supervision of INDEPENDENT CONTRACTOR (hereinafter AGENTS). This indemnification

obligation shall include any and all monetary losses, judgments, settlements, costs, fees (including but not limited to attorney's fees) incurred by CITY as a result of, or associated with INDEPENDENT CONTRACTOR'S actions, and actions of AGENTS.

6. INDEPENDENT CONTRACTOR shall maintain a general liability insurance policy with limits of not less than \$1,000,000.00 (one million and no/100 dollars) from a insurance carrier licensed in the State of Wyoming. INDEPENDENT CONTRACTOR shall provide proof of such insurance to CITY upon entering into this agreement, and such policy shall be subject to approval by CITY, which approval shall not be unreasonably withheld.

7. By entering into this agreement, CITY does not waive its governmental immunity, and does not waive the defenses and limitations provided under Wyoming law, including but not limited to the Wyoming Constitution, and the Wyoming Governmental Claims Act. CITY expressly reserves the right to assert immunity as a defense to any action arising under this Agreement.

**THE REST OF THIS PAGE IS LEFT**

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**CITY OF CODY:**

\_\_\_\_\_ Date: \_\_\_\_\_

LEE ANN REITER, MAYOR

Attest: \_\_\_\_\_

TINA GAIL, CLERK

**INDEPENDENT CONTRACTOR:**

\_\_\_\_\_ Date: \_\_\_\_\_

Vern Garrett

Garrett & Company, Inc.

# Exhibit A

## Request for Proposals (RFP)

### Trailhead Park Playground Project

City of Cody, Wyoming

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#### 1. Introduction

The City of Cody is soliciting Proposals from qualified playground equipment manufacturers to provide and install playground equipment at the newly created Trailhead Park in Cody, WY, as detailed in this Request for Proposals (RFP). The City is looking for playground equipment with engaging features that emphasize physical activity, elevated play platforms, and high play value.

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#### 2. Background and Project Description

Trailhead Park is a new city park located on Pleasant View Drive just north of the roundabout. The neighborhood is close to being fully built out and demand for a park has been brought to the attention of City Staff. The City has partnered with the Cody Rotary Club to provide funding for the construction of the new park.

At the direction of the Mayor and City Council, City Engineering Staff have completed the 75% design of the project, which is attached to this RFP (Appendix A). The total scope of the project includes various improvements to be completed by City crews, and the City is seeking Proposals from qualified equipment providers for new playground equipment, fall compliant surfacing, and a picnic shelter. Other site improvements will be designed, managed, and provided by the City prior to the installation of the playground, equipment, and picnic shelter.

The proposed playground facilities associated with this RFP should include:

- **Playground Equipment**
  - Fits within specified area
  - Prioritizes age range of 5-12
  - Minimum 2 stories with elevated platforms
  - Minimum 2 slides
  - Minimum 2 climbing features
  - Minimum 1 monkey bars or horizontal ladder feature

- Compatible with multiple fall protective surface types
  - ADA accessible features
  - Minimum 15-year warranty on all plastic and steel components
  - Surfacing: engineered wood fibers (base bid)
  - Alternate Surfacing (bid alternate #2)
  - **Picnic Shelter (bid alternate #3)**
    - Steel shelter large enough for one standard picnic bench
    - Low maintenance alternatives that provide seating and shade will be considered and are encouraged to be included as the bid alternate
  - **Design Intent**
    - Equipment packages shall be proposed to **fully utilize proposed play space** within fall zone requirements
    - Vendors shall propose a **cohesive theme** for all equipment
    - All equipment must comply with **NPSI standards** and applicable ASTM/ADA guidelines
- 

### 3. Budget

- **Playground Equipment total project budget range: \$90,000 – \$100,000** (installed)
  - Proposals must include a **detailed installed budget estimate** for the base package
  - **Picnic Shelter (bid alternate #3) estimated budget: \$20,000 - \$40,000** (installed – excluding concrete pad)
- 

### 4. Proposal Requirements

Each vendor's submittal shall include:

#### 1. Basis of Design Equipment List

- Equipment meeting the minimum requirements as indicated on the site plan layout.

- Model numbers, manufacturer, dimensions, play capacity, and ADA accessibility features

**2. Theme Concept**

- Proposed theme, including images/renderings, colors, and design narrative.
- Color options for equipment

**3. Additional/Alternate Equipment**

- Optional items beyond the minimum requirements that may enhance play value above the \$100,000 project budget (bid alternate #1)
- Base bid shall include installation of engineered wood fiber

**4. Installed Budget Estimate**

- Itemized cost of equipment, freight, and installation
- Budget shall clearly note base scope and alternates

**5. Deliverables and Minimum Submittal Requirements**

- **Cover Letter signed by a principal attesting to the accuracy of the proposal**
- **Equipment List** (with model numbers, specifications, and play value descriptions)
- **Theme Concept & Renderings**
- **Identification of intended playground equipment installation firm, if applicable**
- **Installed Budget Estimate**
- **List of Alternate Components**

**6. Schedule**

<b>Milestone</b>	<b>Date</b>
RFP advertised	April 9, 2026
Questions Due from Vendors	April 23, 2026
Responses to Questions Issued	April 30, 2026

<b>Milestone</b>	<b>Date</b>
Proposal Submittal Deadline	May 8, 2026 (2:00 PM MST)
Notice of Award	May 20, 2026
Contract Executed	June 5, 2026
Installation of Playground Equipment	July 13 – August 7

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## **7. Evaluation Criteria**

- A) Proposal Format (10%)
    - Appearance and professionalism
    - Adherence to instructions and budgetary requirements
  - B) Schedule and Installation (20%)
    - Equipment lead time
    - Ability to install within dates specified in schedule
    - Cost of installation
  - C) Personnel and Staffing (10%)
    - Recent project experience of similar scope and budget
    - Personnel qualifications (licensed installers)
    - References
  - D) Budget (40%)
    - Alignment with stated budget
    - Value of equipment based on number of play features and quality
  - E) Equipment Standards (10%)
    - Product warranty (if greater than minimum specified)
    - Compliance with ASTM, CPSC, and ADA requirements
    - Build quality, ease of maintenance, and cost of ownership
  - F) Equipment (10%)
    - Quality, utility, and number of play features
    - Design originality and creativity
    - Fit within specified area
    - Fits target age range
    - Cost effectiveness and availability of fall surface options
-

## **8. Submittal Instructions**

The Contractor agrees to provide, ship, and install all equipment required for the completion of the project, pursuant to the specifications and Request for Proposal.

The offer made herein shall be binding for 60 days after the date of proposal opening.

Award of contract shall be made by Notice of Award, which shall be accompanied by a binding agreement to supply the work pursuant to the proposal documents. Contractor warrants that Contractor has read the proposed agreement and agrees to the terms and conditions contained therein. The work shall be delivered and tested within the time frame specified by the Contractor upon receipt of Notice of Award.

All material provided under this contract shall be new and unused. Proposal documents may be obtained from:

City of Cody

Attn: Kris Bruxvoort

P.O. Box 2200

1338 Rumsey Avenue

Cody, Wyoming 82414

(307) 527-7511

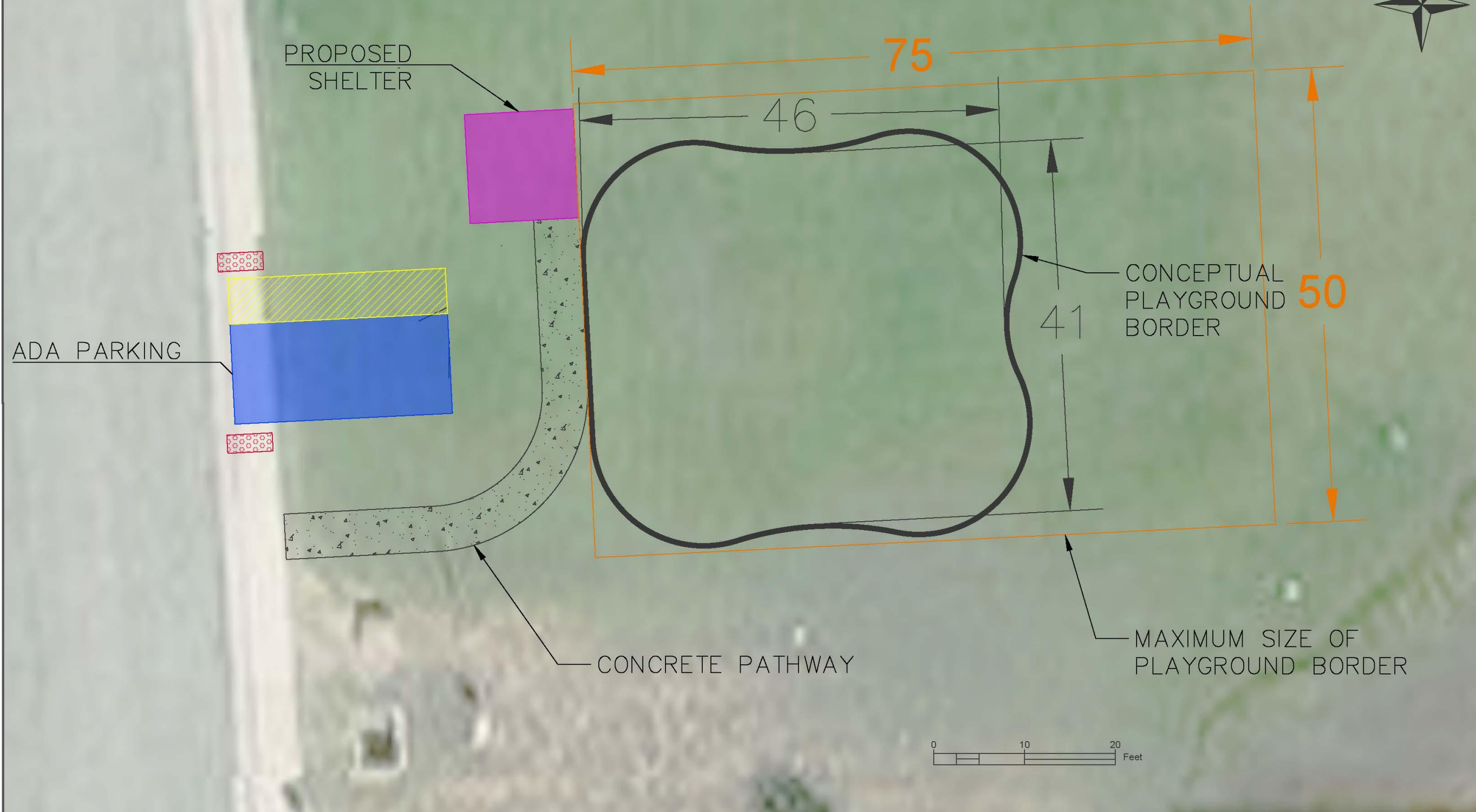
Proposals are to be sealed and addressed to the City of Cody, 1338 Rumsey Avenue, P.O. Box 2200, Cody, Wyoming 82414 and shall be marked "City of Cody – Trailhead Park Playground Equipment RFP" on the outside of the envelope.

The sealed proposals must be submitted to the City of Cody no later than 2:00 p.m. on May 8, 2026. The proposal opening will be held at that time at City Hall. The City reserves the right to award the Base Bid with any combination of Bid Alternates at its sole discretion. In addition, the City reserves the right to reject any and/or all proposals and further reserves the right to waive any informalities if deemed in the best interest of the City.

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## **9. Appendix**

# APPENDIX A



J:\Employees\City Hall\Kris Bruvoort\Projects\Trailhead Playground Improvements\CC work session presentation\Trailhead Park Preliminary Design 3--26--26.dwg 4/9/26 Krisvoort

DATE	REVISIONS	BY	CHECKED	APPROVED	DRAWN BY: KB	OWNER:	PROJECT:	SHEET
4/9/2026	ORIGINAL DRAWING	KB	XX		JOB NO. XXX FIELD BOOK NO. XXX FIELD BOOK NO. XXX	CITY OF CODY	TRAILHEAD PLAYGROUND IMPROVEMENTS	1 OF 1
TRAILHEAD PLAYGROUND IMPROVEMENTS						PRELIMINARY DESIGN		

**B) Site Photos**





## **10. Contact Information**

**Kris Bruxvoort, E.I., Staff Engineer**

City of Cody

Email: [kbruxvoort@codywy.gov](mailto:kbruxvoort@codywy.gov)

Phone: 307-527-3477

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**Bid Summary (Example format)**

Base Bid \$ \_\_\_\_\_

(Playground equipment, installation, and surfacing as described in RFP)

Alternate #1 \$ \_\_\_\_\_

(Additional playground equipment to fit within specified area as described in vendor's proposal)

Alternate #2 \$ \_\_\_\_\_

(Additional cost above Base Bid to provide alternate surfacing material as specified in vendor's proposal)

Alternate #3 \$ \_\_\_\_\_

(Picnic shelter and installation as specified in RFP)

Alternate #4 \$ \_\_\_\_\_

(Alternative picnic bench and shade structures as described in vendor's proposal)

# Exhibit B



**garrett**  
PARKS+PLAY



## Option 2 - Base Bid

### Key Features

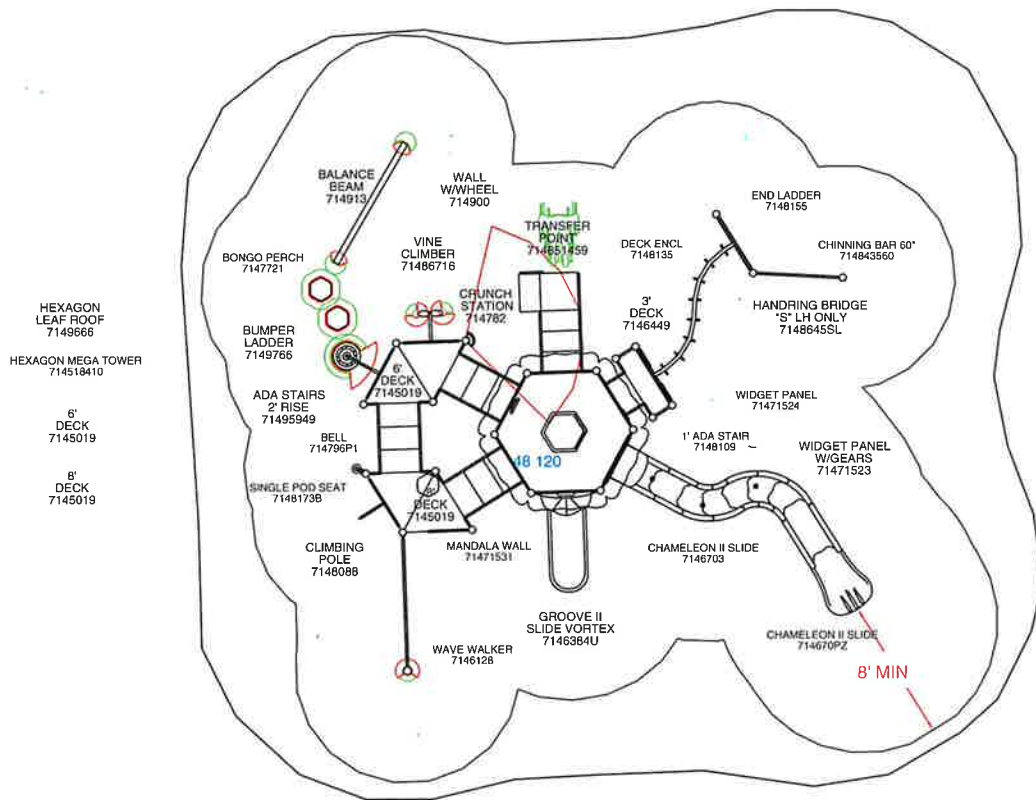
- Multi-Level Megatower Structure
- Hand Rings Bridge
- Bumper Ladder
- Engineered Wood Fiber

### Why It Works

This Megatower encourages climbing which builds arm, leg, finger, and core strength through sequential movement patterns. The Hand Ring Bridge allows for back-and-forth motion supports balance, coordination, and spatial orientation.

# 26231 Trailhead Park - Option 2 Base Bid Cody, WY

AGE GROUP: 5-12_ASTM	
ELEVATED PLAY ACTIVITIES - TOTAL:	11
ELEVATED PLAY ACTIVITIES ACCESSIBLE BY TRANSFER:	10 REQ'D 6
ELEVATED PLAY ACTIVITIES ACCESSIBLE BY RAMP:	0 REQ'D 0
GROUND LEVEL ACTIVITY TYPE:	4 REQ'D 3
GROUND LEVEL QUANTITY:	7 REQ'D 4



**GARRETT & COMPANY, INC.**

P.O. BOX 57426  
MURRAY, UT

PHONE NO: Enter Phone No.  
EMAIL:

GROUND SPACE: 32'-6" x 31'

PROTECTIVE AREA: 48' x 43'-6"

DRAWN BY: Angela Lebaron

DATE: 04/30/2026

**26008771**



**COMPLIES TO ASTM/CPSC**

To promote safe and proper equipment use by children, Miracle recommends the installation of either a Miracle safety sign or other appropriate safety signage near each play system's main entry point(s) to inform parents and supervisors of the age appropriateness of the play system and general rules for safe play.

THE PLAY COMPONENTS IDENTIFIED IN THIS PLAN ARE IPEMA CERTIFIED. THE USE AND LAYOUT OF THESE COMPONENTS CONFORM TO THE REQUIREMENTS OF ASTM F1487.

AN ENERGY ABSORBING PROTECTIVE SURFACE IS REQUIRED UNDER & AROUND ALL PLAY SYSTEMS



## Main Option 2.0

### Garrett Parks and Play

PO Box 57426

Murray, UT 84157

(800) 748-4608

[hello@garrettplay.com](mailto:hello@garrettplay.com)

NASPO Contract # PA 4281

Sourcwell Contract # 010521-LTS-8

### Ship To

Kris Bruxvoort

kbruxvoort@codywy.gov

(307) 527-3477

1338 Rumsey Avenue

Cody, WY 82414

**Date**

4/30/2026

**Expires**

5/30/2026

**Consultant**

City of Cody

**Project No**

25231

**Project Name**

Trailhead Park-Cody

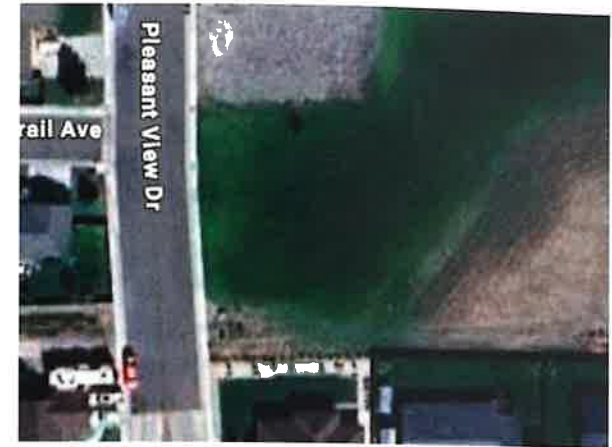
PRODUCT	DESCRIPTION	QTY	RATE	AMOUNT
11-68-13.M Playground Equipment	714S703J Kids Choice Megatower Structure, Hand Ring Bridge, Bumper Ladder	1.00	\$72,074.00	\$72,074.00
11-68-13.S Playground Equipment Installation	Installation of Option 2 -Base Bid	1.00	\$20,130.00	\$20,130.00
32-18-16.11.M Wood Fiber	90 CY Engineered Wood Fiber	90.00	\$64.61	\$5,815.00
32-18-16.11.S Wood Fiber Installation	Installation of Engineered Wood Fiber	90.00	\$22.00	\$1,980.00

**Subtotal**

\$99,999.00

**Sales Tax (0.00%)**

\$0.00



## Option 2 - Alternate 2A Key Features

Alternative Surfacing for Small Area

- 1,985 SF Poured-in-Place Surfacing

### Why It Works

Poured-in-place rubber is a premium, low-maintenance, and highly accessible playground surface offering superior safety and design flexibility, while engineered wood fiber is a budget-friendly, natural-looking option requiring regular maintenance. PIP rubber provides a seamless, long-lasting surface, whereas EWF requires frequent raking and replenishing.



## Alt 2 Option 1.0

### Garrett Parks and Play

PO Box 57426

Murray, UT 84157

(800) 748-4608

[hello@garrettplay.com](mailto:hello@garrettplay.com)

NASPO Contract # PA 4281

Sourcewell Contract # 010521-LTS-8

### Ship To

Kris Bruxvoort

kbruxvoort@codywy.gov

(307) 527-3477

1338 Rumsey Avenue

Cody, WY 82414

**Date**

4/30/2026

**Expires**

5/30/2026

**Consultant**

City of Cody

**Project No**

25231

**Project Name**

Trailhead Park-Cody

PRODUCT	DESCRIPTION	QTY	RATE	AMOUNT
32-18-16.13.M PIP Surfacing	1,985 SF Poured-in-Place Rubber, 10' Fall Height, Color: 50% Black 50% Standard	1.00	\$37,288.00	\$37,288.00
32-18-16.13.S PIP Installation	Installation of Poured-in-Place Rubber	1,985.00	\$5.50	\$10,918.00
32-90-00.S Site Preparation Services	Compacted Stone Base Prep (does not include excavation or curbing)	1,985.00	\$2.20	\$4,367.00
32-18-00.M Other Surfacing	(CREDIT) 90 CY Engineered Wood Fiber, Installed	1.00	-\$7,795.00	
			<b>Subtotal</b>	\$44,778.00
			<b>Sales Tax (0.00%)</b>	\$0.00



## Estimate Terms & Conditions

This Estimate is valid until **5/30/2026**. After this date, Garrett Parks and Play reserves the right to re-quote the project due to potential changes in product pricing and freight rates.

### I. Acceptance & Payment Terms

- A. To accept this Estimate and initiate the project, please sign and return this document to [orders@garrettplay.com](mailto:orders@garrettplay.com). The project will not be scheduled, and products will not be ordered until we receive the signed Estimate and, if applicable, the required deposit.

### B. Payment Schedule

1. A deposit of **25%** of the total amount is required to place product orders and schedule work for all projects over **\$10,000.00**.
2. We utilize progress invoicing to pay our vendors and subcontractors in a timely manner. You'll receive invoices at project milestones such as upon delivery of materials or completion of site preparation and upon completion.

### C. Payment Methods

1. Please make payable to "Garrett Parks and Play" and mail to PO Box 57426, Murray, UT 84157.
2. Banking information for payment via ACH transfer is available upon request.
3. Payments made via credit card are subject to a 3% processing fee.

### D. Late Payments

1. Invoices not paid within the specified terms are subject to a finance charge of 1.5% per month (18% annually) on the outstanding balance, or the maximum rate permitted by law. The Client agrees to pay all costs associated with the collection of overdue accounts, including but not limited to attorney's fees and court costs.

### E. Title of Goods

1. Title and ownership of all products shall remain with Garrett Parks and Play until the full invoice amount has been paid.

### F. Taxes and Fees



1. Prices quoted herein are exclusive of any and all applicable federal, state, and local sales. You shall be responsible for and shall pay all such taxes as are applicable to the final invoice.

## II. Scope of Work & Change Orders

### A. Scope of Work

1. The price quoted is limited to the specific products and services detailed throughout this Estimate, which shall constitute the entire "Scope of Work" for the project. Unless a product or service is explicitly included in this Estimate, it is excluded from the quoted price, including but not limited to:
  - a) Site preparation, grading, or excavation.
  - b) Removal and disposal of existing equipment or surfacing.
  - c) Permits, bonds, temporary security fencing, or inspection fees.
  - d) Site drainage design or implementation.

### B. Change Orders

1. Any alteration, deviation, or addition to the specified Scope of Work will be executed only upon a written Change Order, signed by both the Client and Garrett Parks and Play. Change Orders may adjust the project cost and completion schedule.
2. The cost for each Change Order will be determined based on the sum of all direct costs (including but not limited to labor, materials, and equipment rental), plus a standard markup of 10% to cover company overhead and profit. The Client agrees to this pricing structure for all approved changes to the original Scope of Work.

## III. Site Conditions & Responsibilities

### A. Client Responsibility

1. The Client is responsible for ensuring the project site is ready, accessible, and suitable for the work to commence on the scheduled date.

### B. Atypical Site Conditions

1. Our pricing is based on typical site conditions (e.g., soil suitable for standard excavation). The Client agrees to inform Garrett Parks and Play of any known adverse or atypical site conditions. If unforeseen conditions are discovered during

work—including but not limited to buried utility lines (private or public), rock, caliche, high water tables, reinforced concrete, or other obstructions—work will be stopped. A Change Order will be issued to cover the additional costs and time required to address these conditions.

**C. Mobilization**

1. The prices quoted for installation, demolition, and site work services are based on a single, continuous phase of work and include one (1) mobilization to the project site and one (1) demobilization from the site upon completion. If Garrett Parks and Play is required to leave the site and return on a separate day due to the site not being ready, project delays caused by the Client or other contractors, or if the work must be completed in multiple phases at the Client's request, the Client agrees to pay for all associated remobilization costs. Such costs will be authorized via a Change Order.

**D. Utility Location**

1. As required by law, Garrett Parks and Play or its subcontractors will contact the applicable one-call notification center (e.g., Blue Stakes 811) to locate and mark public utilities. The Client is solely responsible for identifying and clearly marking the location of all private underground lines, such as sprinkler systems, landscape lighting, or electrical lines not installed by a public utility. Garrett Parks and Play is not liable for damage to unmarked or incorrectly marked private utilities.

**E. Site Drainage**

1. Drainage design and implementation are the responsibility of the Client unless explicitly included in our Scope of Work. We are not liable for any drainage issues arising from the existing site or as a result of the installation.

**IV. Product, Freight & Delivery**

**A. Product Availability**

1. We will make every effort to supply products as specified. However, we are not responsible for manufacturer delays, product backorders, or discontinuations. We will promptly notify the Client of any such issues and propose suitable alternatives.

**B. Freight**

1. All quotes include freight FOB **Cody** unless otherwise noted.

**C. Delivery & Offloading**

1. The Client is responsible for receiving and offloading all materials upon delivery unless offloading services have been explicitly included in this Estimate. The Client must provide sufficient personnel and equipment (e.g., forklift) to safely and promptly unload the delivery truck(s). Any fees incurred due to the Client's failure to offload in a timely manner (such as driver detention, demurrage, or re-delivery charges) will be billed to the Client.

## **V. Installation & Demolition Services**

### **A. Installation**

1. If included in the Scope of Work, installation will be performed in a workmanlike manner according to manufacturer specifications and project plans.

### **B. Demolition**

1. If included in the Scope of Work, demolition will be performed according to project specifications. Unless otherwise stated, the price does not include the cost of hauling and disposal of demolished materials.

### **C. Warranties & Liability**

#### **1. Workmanship Warranty**

- a) Garrett Parks and Play warrants its installation and site work services against defects in workmanship for a period of one (1) year from the date of project completion. This warranty does not cover damage resulting from vandalism, misuse, normal wear and tear, or acts of God.

#### **2. Manufacturer's Warranty**

- a) All products are covered by their respective manufacturer's warranties. Garrett Parks and Play will act as a facilitator for warranty claims but does not provide the product warranty itself. Please send all product condition or warranty claims to [support@garrettplay.com](mailto:support@garrettplay.com).

#### **3. Warranty Labor**

- a) For product defects covered under a manufacturer's warranty, Garrett Parks and Play will provide the labor to install the replacement part at no charge if the claim occurs within one (1) year of the original installation date. After one year, the Client is responsible for all labor costs associated with installing warranty replacement parts.

#### **4. Limitation of Liability**

- a) In no event shall Garrett Parks and Play be liable for any indirect, special, incidental, or consequential damages. Our total liability for any and all claims arising from this agreement is limited to the total amount paid by the Client under this Estimate.

### **VI. Permits & Inspections**

#### **A. Permits**

1. Unless explicitly stated otherwise, the Client is responsible for obtaining and paying for all necessary permits and licenses. Garrett Parks and Play will provide necessary product specifications and drawings to assist in this process. Any project delays caused by the Client's failure to obtain necessary permits will be the Client's responsibility.

#### **B. Post-Installation Safety Inspection**

1. Upon request, a third-party Certified Playground Safety Inspector (CPSI) can be contracted to inspect the completed project. This service is not included unless specified in the Estimate and will be billed as a separate line item or via a Change Order.

#### **C. Playground Safety Audit**

1. Audits of existing equipment can be performed by a CPSI if specified in the Estimate. This audit will identify non-compliant conditions against current safety standards and provide a detailed report.