City Council Retreat Meeting Agenda

Date: 4/13/17
Time: **4:15 p.m.**
Location: City Hall – Council Chambers

- Mayor Matt Hall
- Donny Anderson
- Karen Ballinger
- Jerry Fritz
- Landon Greer
- Glenn A. Nielson
- Stan Wolz
- City Administrator, Barry Cook
- Administrative Services Officer, Cindy Baker
- City Attorney, Scott Kolpitcke

- 4:15 – –Public Hearing – Wireless Cell Towers

- **ACTION ITEM** – ORDINANCE 2017-10 Third and Final Reading as Amended
  - Staff Reference: Todd Stowell, City Planner

- 4:30 – 4:45 - **ACTION ITEM** - Authorize the Mayor to Sign the Grant Agreements pertaining to the Yellowstone Regional Airport – Expand Apron, Design and Acquire Misc Land (6.27 acres – Parcel31)
  - Spokesperson: Bob Hooper YRA

- 4:45 – 5:00 — Cody Gun Fighters – Review Conditions for Discharging Weapons Summer 2017
  - Staff Reference: Chief Baker

- 5:00 – 5:15 – - Fireworks Show – Status/Update
  - Staff Reference: Scott Kolpitcke, City Attorney

- 5:15 – 5:30 - Utility Rate Increase – Update
  - Staff Reference: Steve Payne, Public Works Director and/or Bert Pond, Electrical Engineer

- Review April 18, 2017 Meeting Agenda

- **Meeting Reminders:**

  - Tuesday, April 18, 2017 - Regular Council Meeting 7:00 p.m. City Council Chambers
  - Tuesday, May 2, 2017 - Regular Council Meeting 7:00 p.m. City Council Chambers

Time Adjourned: _____

ORDINANCE NO. 2017-10

AN ORDINANCE ADOPTING REGULATIONS PERTAINING TO WIRELESS COMMUNICATION FACILITIES, TO BE LOCATED IN TITLE 10, ZONING REGULATIONS, OF THE CITY OF CODY MUNICIPAL CODE.

WHEREAS, notice of a public hearing to consider this action was published in the Cody Enterprise on March 28, 2017;

WHEREAS, a public hearing was held on April 13, 2017 before the City Council, as advertised, at which meeting the City Council heard comments from all persons wishing to speak for or against the proposed ordinance; and,

WHEREAS, the Cody City Council has thoroughly reviewed the matter and deems that it is in the best interest of the public and the City of Cody to approve the proposed ordinance.

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

1. "Wireless Communications Facility*, pursuant to Chapter 10-11-2" is hereby added to City of Cody Code Sections 10-10A-2(B) [Limited Business zoning district], 10-10B-2(B) [General Business zoning district], 10-10C-2(B) [Open Business/Light-Industrial zoning district], 10-10E-1 [Industrial E zoning district], and 10-10F-2 [Heavy Industrial zoning district];

2. Chapter 10-11, Wireless Communications Facilities, as found in Exhibit A, is hereby adopted as part of Title 10, Zoning Regulations; and,

3. The Wireless Communications Facility Overlay zoning district as shown in Exhibit B, is hereby added to the Official City of Cody Zoning Map.

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

PASSED ON FIRST READING: March 21, 2017
PASSED ON SECOND READING: April 4, 2017
PASSED ON THIRD READING:

_____
Matt Hall, Mayor

Attest:

_____
Cynthia Baker
Administrative Services Director

EXHIBIT A, Ordinance 2017-10

CHAPTER 11 SUPPLEMENTAL DEVELOPMENT STANDARDS FOR COMMERCIAL AND INDUSTRIAL ZONING DISTRICTS

10-11-1 APPLICABILITY
10-11-2 SUPPLEMENTAL DEVELOPMENT STANDARDS

10-11-1 APPLICABILITY

The land uses that are identified with an asterisk (*) in the Limited Business (D-1), General Business (D-2), Open Business/Light-Industrial (D-3), Industrial (E), and Heavy Industrial (HI) zoning districts are subject to the corresponding regulations of this chapter, which regulations are in addition to other applicable sections of this title and any conditions that may be imposed pursuant to a conditional use permit review. The standards of this chapter shall apply unless waived or altered pursuant to the zoning variance process; provided, those standards identified herein with "*(SE)*", may be waived or altered pursuant to the Special Exemption process of Section 10-14-2. In no case shall any of the following standards be waived or modified to the extent that the result is tantamount to a rezone or the use no longer meets the specified definition thereof.

10-11-2 SUPPLEMENTAL DEVELOPMENT STANDARDS

The supplemental development standards are listed by use, in alphabetical order:

(W) "W" Uses.

Wireless Communication Facilities:

1. Purpose/Intent:
   A. The City of Cody recognizes the benefits of quality wireless communication services and the need to accommodate facilities that provide such services.

   B. The City of Cody desires to protect the community's visual quality and safety while facilitating the reasonable and balanced provision of wireless communication services. More specifically, it is the City's goal to minimize the visual impact of wireless communication facilities on the community, particularly in rights-of-way and residential zones.

   C. The quality and variety of the scenic viewsheds that are available to the residents and visitors to the area are irreplaceable and warrant protection from unnecessary visual pollution. The City of Cody encourages providers to maximize the use of options that conceal the components of wireless communication facilities (i.e. stealth design) wherever feasible.

D. The natural landforms within and around the City of Cody provide a unique opportunity for the location and design of wireless communication facilities, such that design engineers can utilize those natural features and topographic elevation differences in combination with the built environment to both minimize visual impacts and maximize coverage. Historically, almost all current providers in the area have relied on a primary tower on Carter Mountain (in the county), because such location provides coverage not only to the City, but to areas west of the mountain as well. Coverage and capacity is improved through smaller facilities dispersed throughout the Cody area, where fiber optic and power services are existing or readily available. With LTE and LTE-Advanced technology being implemented, more facilities, serving smaller service areas will be needed. The locations and designs of those facilities must be sensitive to the Cody community.

E. The size and configuration of the City of Cody is such that a network of tall towers is unnecessary to provide quality coverage to its residents and visitors. The City prefers that the local network system of wireless communication facilities be of a dispersed design—e.g. using two or more smaller facilities instead of one larger tower. ~~Bulkier and/or taller facilities within the city limits are restricted to those areas identified as within the Wireless Communications Overlay district.~~

F. If modifications to these regulations are needed to accommodate the seemingly ever-changing provisions of ~~the Federal Telecommunications Act~~ FCC rules and regulations, the context of such consideration shall be as an amendment to the zoning ordinance, as opposed to a special exemption or variance. ~~Consistent with federal law, the development standards specified in this section shall not be administered so as to have the effect of prohibiting the provision of wireless communications services.~~

G. The City desires to provide regulations which are specifically not intended to, and shall not be interpreted or applied to, (1) prohibit or effectively prohibit the provision of personal wireless services, (2) unreasonably discriminate among functionally equivalent service providers, or (3) regulate wireless communication facilities and wireless transmission equipment on the basis of the environmental effects of radio frequency emissions to the extent that such emissions comply with the standards established by the Federal Communications Commission.

2. Applicability:

Every wireless communication facility located within the city limits, whether upon private or public lands, is subject to the standards of this section, except that the following facilities are exempt from the standards:

A. Amateur Radio Station Operator/Receive-Only Antenna if owned and operated by a federally licensed amateur radio station operator or used exclusively for a receive-only antenna;

B. Satellite earth stations, dishes and/or antennas used for private television reception not exceeding one (1) meter in diameter;

C. Any existing tower and antenna, provided a valid building permit was issued for the tower or antenna prior to adoption of this section;~~ and,~~

D. Emergency Services. Wireless communication facilities used exclusively for emergency services including police, fire, and operation of the water utility, when not located on a new freestanding antenna support structure (e.g. tower or dedicated pole)~~.~~; and

E. A temporary, commercial WCF installed for providing coverage of a special event such as news coverage or sporting event, subject to administrative approval by the City. The WCF shall be exempt from the provisions of this Chapter for up to one week before and after the duration of the special event.

3. Distributed Antenna Systems and Small Cells:

A. Distributed Antenna Systems and small cells which comply with the height limit of the zoning district and do not require installation of a new tower, utility support structure or building are allowed in all zones, provided the applicant complies with all federal laws (such as the Americans with Disabilities Act),~~ and~~ State laws,~~-~~and ~~all of the~~ applicable City development regulations~~requirements herein~~.

B. Distributed Antenna Systems and small cells that do not meet the above requirements, and which are located in a residential zoning district, shall be subject to Conditional Use Permit review. DAS and small cells that do not meet the above requirements and are located in a zone that is not residential, shall be subject to review pursuant to #4 below.~~in all zones are subject to approval via administrative review unless their installation requires the construction of a new tower, utility support structure or building. A Conditional Use Permit is required when the applicant proposes a new tower, utility support structure or building subject to the exceptions for certain zones.~~

C. The City encourages but it does not require the use of DAS and small cells. Each applicant will submit a statement that explains how it arrived at the structure and design being proposed.

~~3~~4. Classification and Level of Review:

Within the Limited Business (D-1), General Business (D-2), Open Business/Light-Industrial (D-3), Industrial (E), and Heavy Industrial (HI) zoning districts, ~~A~~all wireless communication~~s~~

facilities, except ~~co-location~~ collocation, ~~small cells and DAS~~ as ~~defined and~~ addressed herein, shall be subject to review by the Planning and Zoning Board for analysis of the site plan and applicable zoning standards and criteria. The level of review shall be based on the classification of the facility according to the following standards:

A. Within the Limited Business (D-1), General Business (D-2), Open Business/Light-Industrial (D-3), Industrial (E), and Heavy Industrial (HI) zoning districts, the following wireless communication~~s~~ facilities are permitted uses:
   1. ~~Microcell~~~~Monopole~~Distributed Antenna Systems and small cells that do not qualify for review under #3 above, ~~(if small cells or a Distributed Antenna System is attached)~~, when not greater than thirty-five feet in total height above existing natural grade, and ~~when~~ located no more than ~~within~~ twenty feet *(SE)* from an existing structure or tree that is at least twenty-five feet *(SE)* in total height.
   2. ~~Slim-Line Design Pole~~Monopole, when: only small cells or a Distributed Antenna System is attached; it is not greater than forty feet in total height above existing natural grade, and ~~when~~ located no more than ~~within~~ twenty feet *(SE)* from an existing structure or tree that is at least thirty feet *(SE)* in total height. For purposes of this section, monopole is a pole with one or more antennas, on which the antenna panels are narrow and closely spaced with one another atop the pole and extend no more than one foot beyond the circumference of the pole.
   3. Stealth Design Wireless Communication Facility, when architecturally integrated into an existing building or structure that was not originally constructed as an antenna support structure, and total height is not more than forty feet or the height limit of the zoning district, whichever is less.

B. Within the General Business (D-2), Open Business/Light-Industrial (D-3), Industrial (E), and Heavy Industrial (HI) zoning districts, the following wireless communication~~s~~ facilities are permitted uses:
   1. Roof-top installations on non-residential buildings, so long as they are completely enclosed within an architecturally-compatible approved housing, comply with the height limit of the zoning district in which they are located, and do not extend more than ten feet above the roof or perimeter parapet wall if a parapet wall exists.
   2. Installations on public water tanks and similar structures (e.g. storage tanks) that do not extend more than twelve feet above the tank.

C. Within the General Business (D-2), Open Business/Light-Industrial (D-3), Industrial (E), and Heavy Industrial (HI) zoning districts, the following wireless communication~~s~~ facilities are conditional uses:
   1. Stealth Design Wireless Communication Facilities that do not meet the limitations of ~~3~~4(A)(3) above, and which do not exceed the height limit of the zoning district in which located.
   2. Roof-top installations on flat-roofed non-residential buildings, so long as they comply with the following requirements:

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a. Setback. Antennas shall be mounted at least ten (10) feet from the closest exterior or parapet wall of a building or structure. *(SE)*

b. Height. The height shall be measured from the top of the antenna to the roofline of the building or structure, or to the top elevation of the closest perimeter parapet wall if a parapet wall exists. The maximum height of the antenna is equal to half (½) the distance the antenna is set back from such exterior wall or parapet wall, up to a maximum allowable height of twelve feet.

c. Roof mounted antennas shall be constructed and/or colored to either appear white, light grey, or match the color of the wall above which they are located. *(SE)*

3. Distributed Antenna Systems and small cells that do not qualify for review under #3 or 4(A) above.

D. Within the Wireless Communication~~s~~ Facility Overlay Zone, each of the above-listed options (A, B, and C herein) shall be classified as permitted uses, regardless of the underlying zoning. In addition, the following conditional uses are established within the Wireless Communication~~s~~ Overlay Zone:

1. Freestanding Wireless Communication~~s~~ Facility~~ies~~ that have a total height equal to or less than the height specified for the particular subarea of the overlay. The subarea overlay locations, maximum heights, and method of measuring height are established as follows:

Location:	Maximum Height	Height measured from:
Beacon Hill Subarea	80 feet	Existing grade.
Road 2AB Subarea	110 feet	Elevation of closest portion of Road 2AB.
Beck Lake Subarea	80 feet	Existing grade.
Cottonwood Avenue Subarea	70 feet	Elevation of closest portion of Big Horn Avenue.
West Strip Subarea	70 feet	Elevation of closest portion of Highway 14-16-20.

* All heights are subject to compliance with City of Cody Code 7-3, Article II, Airport Obstruction Zoning.

In addition to the standard conditional use criteria, the applicant must demonstrate that the proposed wireless communication~~s~~ facility is no taller than necessary to provide the desired coverage; provided, the Planning and Zoning Board may authorize a wireless communication~~s~~ facility taller than the minimum necessary when the facility is specifically designed and made available for ~~co-location~~ collocation at market rates as evidenced by a sworn affidavit, and the additional height does not significantly increase the visual impacts of the facility. The Board may require the applicant to provide visual simulations of the facility to assist them in determining visual impacts, and RF propagation maps to demonstrate coverage areas.

E. Downtown Architectural District: Notwithstanding any language that may be interpreted otherwise, within the Downtown Architectural District only stealth-design wireless communication~~s~~ facilities that are architecturally integrated with buildings and structures may be permitted.

~~F. Wireless Communication Facility.~~

~~1. Within the residential zoning districts, a small cell must be mounted on an existing building, replacement, new or existing utility pole, and extend no more than three feet horizontally or five feet vertically from the building or utility pole on which it is mounted.~~

~~2. Within the Downtown Architectural District, the proposed facility must be reviewed by the Planning and Zoning Board.~~

~~3. The proposal shall clearly demonstrate that the small cell mounting location is one of the least visually obtrusive options in the area.~~

Commented [TS1]: Put back in residential chapter, but added language. See document "Amendments to Residential Supplemental Development Standards".

~~G. Wireless Communication Facility, Stealth Design.~~

~~1. No residential use may exist on the property.~~

~~2. Within the Downtown Architectural District, the proposed facility must be reviewed by the Planning and Zoning Board.~~

~~3. The design and location of the proposed facility must be deemed by the reviewing official to be compatible with surrounding uses, and the facility must include appropriate screening and landscaping to ensure such compatibility.~~

F. Cell on Wheels: Temporary wireless communication~~s~~ facilities (e.g. cell on wheels) shall be subject to the same review procedures and requirements as ~~more~~ permanent towers~~facilities~~; provided, in the case of failure of an existing wireless communication~~s~~ facility, a temporary facility of the same height as the damaged facility may be erected for up to 90 days at the site while repair/replacement activities are conducted, without the need for Planning and Zoning Board review. Unless otherwise permitted through a conditional use permit process, a temporary wireless communication~~s~~ facility is limited to eight months in duration, during any five-year period. The temporary facility shall not be located on the property except during the authorized period.

5. Tower Locations:

A. Preferred Tower Locations. All new towers proposed to be located in any zone~~e~~ing district are permitted only after application of the following siting priorities, ordered from most-preferred (1) to least-preferred (9~~7~~);

1. City-owned or operated property and facilities not in the downtown architectural district or residential zones, and not including right-of-way;
2. The wireless communication facility overlay zone;
3. Industrial zones (HI, E);
4. Commercial zones (D-3, D-2, D-1 and D-4);
5. Other non-residential zones;

6. Parcels of land in residential zones that contain non-residential uses (e.g. schools and churches);
7. Residential properties in residential zones.
8. Designated historic structures or ~~downtown zoning~~ districts;
9. City rights-of-way.

~~Upon request by the City, the applicant for a tower located in any zone shall address these preferences in an alternative sites analysis.~~

B. Gap in Coverage or Capacity. Upon request by the City, the applicant shall demonstrate the following with a tower application:
1. A significant gap in the coverage, capacity, or technologies of the service network exists such that users are frequently unable to connect to the service network, or are regularly unable to maintain a connection, or are unable to achieve reliable wireless coverage within a building;
2. The gap can only be filled through an exception to one or more of the standards herein; and
3. The exception is narrowly tailored to fill the service gap such that the wireless communication facility conforms to the~~se~~ standards of this section to the greatest extent possible.

C. Least Intrusive Means. For a new tower, the applicant, upon request by the City, must also demonstrate that the manner in which it proposes to fill the significant gap in coverage, capacity, or technologies of the service network is the least intrusive means on the values that these regulations seek to protect.

D. Alternative Sites Analysis. For new towers, the applicant must address the City's preferred tower locations with a detailed explanation justifying why a site of higher priority was not selected. When requested, the City's tower location preferences must be addressed in a clear and complete written alternative sites analysis that shows at least three (3) higher ranked, alternative sites considered that are in the geographic range of the service coverage objectives of the applicant, together with a factually detailed and meaningful comparative analysis between each alternative candidate and the proposed site that explains the substantive reasons why the applicant rejected the alternative candidate location(s). Alternative site analysis is not limited to locations within the City limits.

6. General standards:

The following regulations apply to all wireless communication~~s~~ facilities in all zones and overlays, unless otherwise stated.

A. Color. WCFs shall be placed and colored to blend into the architectural detail and coloring of the host structure. Support towers shall be painted a color that best allows it to blend into the surroundings.

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B. Building Codes; Safety Standards. To ensure the structural integrity of towers, the owner of a tower shall ensure that it is maintained in compliance with standards contained in applicable state or local building codes and the applicable industry standards for towers, as amended from time to time.

C. Notice. For purposes of this Chapter, any conditional use permit shall require notice to all ~~abutting~~ property owners within a radius of the subject property equal to five times the total height of the facility above existing grade, in addition to any notice otherwise required by the City Code.

D. Landscaping, Screening and Fencing. Applicant shall provide a landscaping, screening and fencing plan that shall meet with the approval of the reviewing official~~Planning Department~~.

E. Setbacks ~~and Separation~~:

1. A freestanding wireless communication~~s~~ facility shall be set back a minimum of 100 feet from the property line of a residential zone or the height of the tower, whichever is greater *(SE)*, except when the facility is located in the Wireless Communication~~s~~ Facility Overlay Zone. New freestanding wireless communication~~s~~ facilities located in public utility substations shall be exempt from the above residential setback requirement if the wireless communication~~s~~ tower is no taller than the existing substation structures.

~~2. A freestanding wireless communications facility shall be set back a minimum of 75 feet from all City street rights-of-way, and 130 feet from any State highway rights-of-way. (Alleys are not considered streets.) *(SE)*~~

~~3.~~2. Except as stated in (E~~A~~)(1) ~~and (A)(2)~~ above, freestanding wireless communication~~s~~ facilities shall conform with the setback requirements of the zone in which located. *(SE)*

F. Public Utility ~~Colocation~~: When mounted on a transmission or sub-transmission line structure, the antenna shall not extend more than six feet above the top of the existing pole, subject to the applicable maximum height limitation of the zoning district, and any equipment cabinet(s) mounted on the structure shall be not more than 3 feet by 4 feet by 18 inches deep, with a minimum clearance of 10 feet above grade and a maximum height of 20 feet.

G. Lighting and Signage: Only security lighting or lighting required by a state and/or federal agency is allowed, and provided the location of the lighting fixture together with its cut-off angle shall be such that it does not shine directly on any public right-of-way or any residential premises. The only signage that is permitted is that which is required by state or federal law.

H. Abandonment: All wireless communication~~s~~ facilities which are not in use for six consecutive months shall be removed by the wireless communication~~s~~ facility owner. This removal shall take place within 120 days of the end of such six-month period. Upon removal, the site shall be revegetated or otherwise surfaced to blend with the existing surrounding area. If there is no vegetation on a wireless

communication~~s~~ facility site, the site shall be returned to its preconstruction condition. The facility owner shall notify the city when removal of the facility occurs.
Failure to remove an abandoned WCF within 120 days shall be grounds to remove the WCF at the owner's expense, including all costs and attorneys' fees. If there are two or more users of a single tower, then this provision shall not become effective until all users cease using the tower.

I. Interference: Every wireless communication~~s~~ facility shall meet the regulations of the Federal Communications Commission regarding physical and ~~electromagnetic~~ RF interference.

J. Health Issues: Every wireless communication~~s~~ facility shall meet health and safety standards for ~~electromagnetic field~~ RF emissions as established by the Federal Communications Commission~~, and any other federal or state agency~~. Certification by a qualified Wyoming licensed engineer shall be submitted to verify such.

7. ~~Co-location~~Collocation:

It is the policy of the City to minimize the number of wireless communication support towers and to encourage the collocation of antennas of more than one wireless communication service provider on a single support tower.

~~Co-locations~~ Collocations are encouraged, but shall be done in the least visibly-intrusive manner, considering available technology and coverage needs. ~~Co-locations~~ Collocations may be approved by the City Planner in conjunction with the building permit process and as noted in #14 below; provided if the planner is not clearly convinced that the "least visibly-intrusive manner" criterion is met, the matter may be referred to the Planning and Zoning Board for a determination on such.

~~Federal preemptions for co-location are set forth in Section 6409(a) of Public Law 112-96, Middle Class Tax Relief Act, February 22, 2012, codified at 47 U.S.C. 1455. Co-location does not include any project that:~~

~~Involves more than a 10% increase in height, or new antennas that extend more than twenty feet from the tower, whichever is greater;~~
~~Adds more than 4 equipment cabinets (or 1 shelter); or,~~
~~Involves excavation outside of the current site boundaries.~~

~~In matters of co-location, changes in height are to be measured from the dimension of the tower as originally installed or permitted, inclusive of any modifications that were approved prior to February 22, 2012. Colocation on a stealth wireless communications facility shall maintain the concealed nature of the facility.~~

8. Non-conforming wireless communication~~s~~ facilities:

Non-conforming wireless communication~~s~~ facilities have the rights and restrictions outlined in Chapter 10-13 of the City code; provided, such facilities are subject to the 6-month abandonment provision noted ~~in 4(D)~~ above; any expansion is limited to the definition of a "~~co-location~~collocation" as set forth ~~in~~ ~~herein~~in the City Code; and, consideration of any expansion is based on the size of the facility as it existed on April 13, 2017.

9. Application Requirements:

A. The community development department is authorized to create application form(s) and procedures as necessary to manage and enforce the provisions of this section.

B. All applications shall include documentation establishing that the installer has permission from the structure owner and property owner to install the wireless communication~~s~~ antenna(s) and any associated buildings, cabinets or equipment at the site.

10. Independent Technical and Legal Review:

The City may retain the services of independent experts of its choice to provide technical and legal evaluation of permit applications for WCFs, including administrative and conditional use permits. The applicant shall pay the cost for any independent consultant fees, along with applicable overhead recovery, through a deposit, estimated by the City, which is to be paid within ten (10) days of the City's written request.

11. Application Fees:

In connection with the filing of an application, the applicant shall pay all applicable application fees as required by the City.

12. Indemnification:

Each permit issued shall be deemed to have as a condition of the permit a requirement that the applicant defend, indemnify and hold harmless the City and its officers, agents, employees, consultants, volunteers, and contractors from any and all liability, damages, or charges (including attorneys' fees and expenses) arising out of claims, suits, demands, or causes of action as a result of the permit process, a granted permit, construction, erection, location, performance, operation, maintenance, repair, installation, replacement, removal, or restoration of the WCF.

13. Eligible Facilities Request:

A. Purpose. This Section implements Section 6409(a) of the Spectrum Act, 47 U.S.C. Section 1455(a) as interpreted by the FCC in its Report and Order No. 14153, which requires a state or local government to approve any Eligible Facilities Request for a modification of an existing tower or base station that does not result in a substantial change to the physical dimensions of such tower or base

station. Eligible Facilities Requests shall be governed solely by the provisions in this Section and Federal law.

B. Application Review.

1. Upon receipt of a complete application for an Eligible Facilities Request pursuant to this Section, the City will~~shall~~ review such application, make its final decision to approve or disapprove the application, and advise the applicant in writing of its final decision.
2. Within 60 days of the date on which an applicant submits a complete application seeking approval of an Eligible Facilities Request under this Section, the City ~~shall~~will review and act upon the application, subject to the tolling provisions below.
3. The 60 day review period begins to run when the application is filed, and may be tolled only by mutual agreement between the City and the applicant, or in cases where the City determines that the application is incomplete. The timeframe for review is not tolled by a moratorium on the review of applications.

   To toll the timeframe for incompleteness, the City must provide written notice to the applicant within 30 days of receipt of the application, specifically delineating all missing documents or information required in the application. The timeframe for review begins running again when the applicant makes a supplemental submission in response to the City's notice of incompleteness. Following a supplemental submission, the City will notify the applicant within 10 days if the supplemental submission did not provide the information identified in the original notice delineating missing information. The timeframe is tolled in the case of second or subsequent notices pursuant to the procedures identified in this Section. Second or subsequent notices of incompleteness may not specify missing documents or information that was not delineated in the original notice of incompleteness.
4. In the event the City fails to approve or deny a complete application under this Section within the timeframe for review (accounting for any tolling), the request shall be deemed granted provided the applicant notifies the City in writing after the review period has expired.

14. Collocation Applications.

A. Purpose. This Section implements, in part, 47 U.S.C. Section 332(c)(7) of the Federal Communications Act of 1934, as amended, as interpreted by the FCC in its Report and Order No. 14153.

B. Application Review.

1. Upon receipt of a complete application for a collocation request pursuant to this Section, the City will~~shall~~ review such application, make its final

decision to approve or disapprove the application, and advise the applicant in writing of its final decision.

2. Within 90 days of the date on which an applicant submits a complete application seeking approval of a collocation request under this Section, the City will~~shall~~ review and act upon the application, subject to the tolling provisions below.

3. The 90 day review period begins to run when the application is filed, and may be tolled only by mutual agreement between the City and the applicant, or in cases where the City determines that the application is incomplete.

   To toll the timeframe for incompleteness, the City must provide written notice to the applicant within 30 days of receipt of the application, specifically delineating all missing documents or information required in the application. The timeframe for review begins running again when the applicant makes a supplemental submission in response to the City's notice of incompleteness. Following a supplemental submission, the City will notify the applicant within 10 days if the supplemental submission did not provide the information identified in the original notice delineating missing information. The timeframe is tolled in the case of second or subsequent notices pursuant to the procedures identified in this Section. Second or subsequent notices of incompleteness may not specify missing documents or information that was not delineated in the original notice of incompleteness.

4. In the event the City fails to approve or deny a complete application under this Section within the timeframe for review (accounting for any tolling), the applicant shall be entitled to pursue all remedies under applicable law.

15. New Site or Tower Applications.

A. Purpose. This Section also implements, in part, 47 U.S.C. Section 332(c)(7) of the Federal Communications Act of 1934, as amended, as interpreted by the FCC in its Report and Order No. 14153.

B. Application Review.

1. Upon receipt of a complete application for a request for a new site or tower pursuant to this Section, the City ~~shall~~will review such application, make its final decision to approve or disapprove the application, and advise the applicant in writing of its final decision.

2. Within 150 days of the date on which an applicant submits a complete application seeking approval of a request for a new site or tower under this Section, the City ~~shall~~will review and act upon the application, subject to the tolling provisions below.

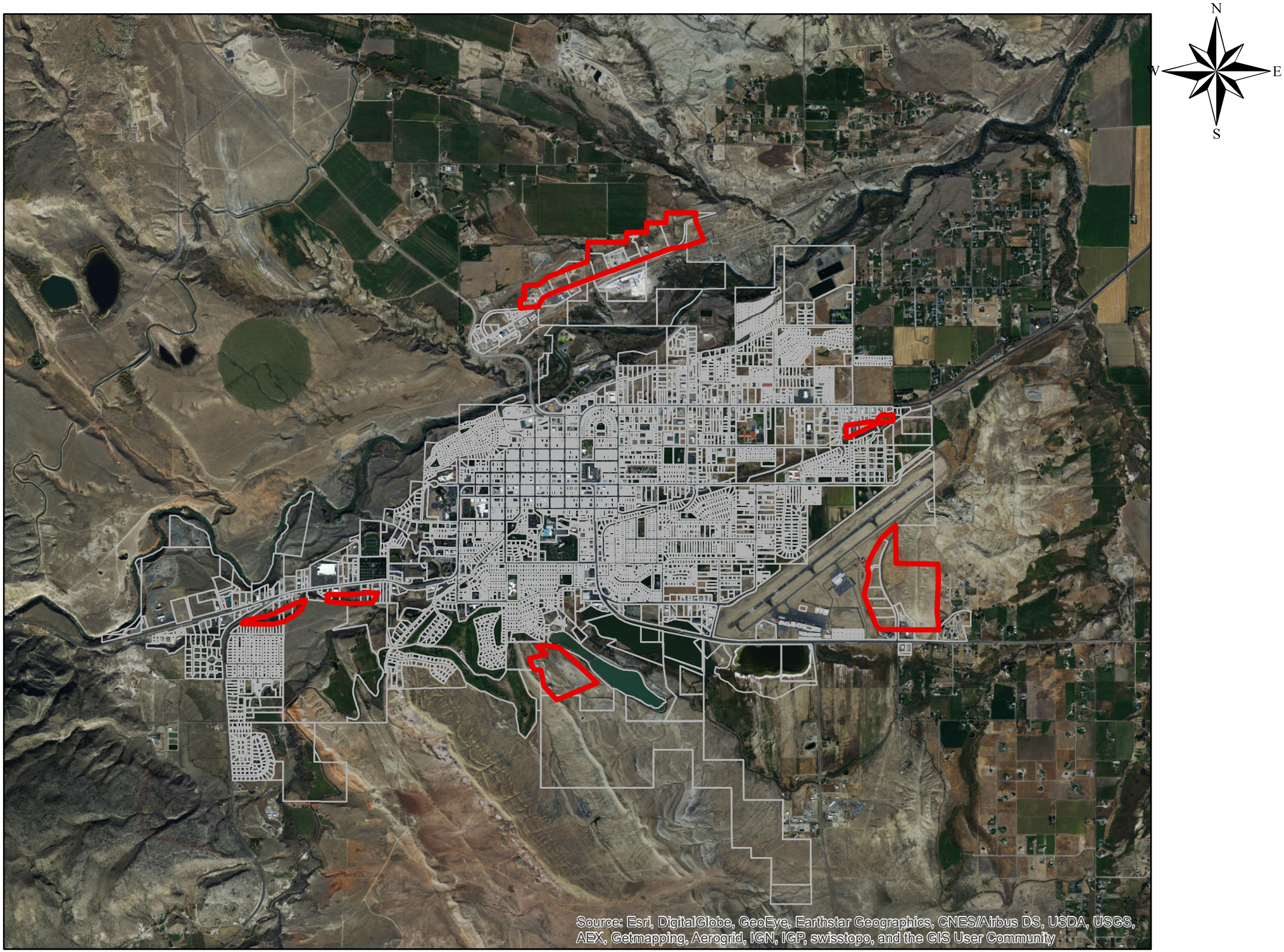
3. The 150 day review period begins to run when the application is filed, and may be tolled only by mutual agreement between the City and the

applicant, or in cases where the City determines that the application is incomplete.

To toll the timeframe for incompleteness, the City must provide written notice to the applicant within 30 days of receipt of the application, specifically delineating all missing documents or information required in the application. The timeframe for review begins running again when the applicant makes a supplemental submission in response to the City's notice of incompleteness. Following a supplemental submission, the City will notify the applicant within 10 days if the supplemental submission did not provide the information identified in the original notice delineating missing information. The timeframe is tolled in the case of second or subsequent notices pursuant to the procedures identified in this Section. Second or subsequent notices of incompleteness may not specify missing documents or information that were not delineated in the original notice of incompleteness.

4. In the event the City fails to approve or deny a complete application under this Section within the timeframe for review (accounting for any tolling), the applicant shall be entitled to pursue all remedies under applicable law.

EXHIBIT B WIRELESS COMMUNICATION FACILITY OVERLAY



U.S. Department
of Transportation
Federal Aviation
Administration

GRANT AGREEMENT

PART I – OFFER

Date of Offer	[Enter Grant Offer Date]
Airport/Planning Area	Yellowstone Regional Airport
AIP Grant Number	3-56-0006-036-2017 (Contract No. DOT-FA17NM-10XX)
DUNS Number	17-792-9339

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

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

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated January 13, 2017, for a grant of Federal funds for a project at or associated with the Yellowstone Regional Airport, which is included as part of this Grant Agreement; and

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

Expand Apron (Commercial Service Apron), Design

which is more fully described in the Project Application.

NOW THEREFORE, according to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. § 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. § 47101, et seq., (herein the AAIA grant statute is referred to as "the Act"), the representations contained in the Project Application, and in consideration of (a) the Sponsor's adoption and ratification of the Grant Assurances dated March 2014, and the Sponsor's acceptance of this Offer; and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided.

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 93.75 percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

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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 $XXX,XXX.

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

   $0 for planning

   $XXX,XXX for airport development or noise program implementation; and,

   $0 for land acquisition.

2. **Period of Performance.** The period of performance begins on the date the Sponsor formally accepts this agreement. Unless explicitly stated otherwise in an amendment from the FAA, the end date of the period of performance is 4 years (1,460 calendar days) from the date of formal grant acceptance by the Sponsor.

   The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR § 200.309). Unless the FAA authorizes a written extension, the sponsor must submit all project closeout documentation and liquidate (pay off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR § 200.343).

   The period of performance end date does not relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of a grant agreement.

3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.

4. **Indirect Costs – Sponsor.** 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 the regulations, policies, and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.

6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies, and procedures of the Secretary. The Sponsor also agrees to comply with the assurances which are part of this agreement.

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

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before [Enter Date When Offer Expires], or such subsequent date as may be prescribed in writing by the FAA.

9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount

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of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.

11. **System for Award Management (SAM) Registration And Universal Identifier.**

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. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866–705–5771) or on the web (currently at http://fedgov.dnb.com/webform).

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

13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by $25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

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

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

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

14. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this 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, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.

17. **Maximum Obligation Increase for Primary Airports.** In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:

A. may not be increased for a planning project;

B. may be increased by not more than 15 percent for development projects;

C. may be increased by not more than 15 percent for a land project.

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18. **Audits for 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/. Provide one copy of the completed audit to the FAA if requested.

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

A. Verify the non-federal entity is eligible to participate in this Federal program by:

1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-federal entity is excluded or disqualified; or
2. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.

B. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. Sub-contracts).

C. Immediately disclose to the FAA whenever the Sponsor (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debars a contractor, person, or entity.

20. **Ban on Texting When Driving.**

A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
   a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
   b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

B. The Sponsor must insert the substance of this clause on banning texting when driving in all subgrants, contracts and subcontracts

21. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated November 8, 2012, is incorporated herein by reference or is submitted with the project application and made part of this grant agreement.

22. **Employee Protection from Reprisal.**

A. Prohibition of Reprisals –

1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
   a. Gross mismanagement of a Federal grant;
   b. Gross waste of Federal funds;
   c. An abuse of authority relating to implementation or use of Federal funds;
   d. A substantial and specific danger to public health or safety; or
   e. A violation of law, rule, or regulation related to a Federal grant.

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2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
   a. A member of Congress or a representative of a committee of Congress;
   b. An Inspector General;
   c. The Government Accountability Office;
   d. A Federal office or employee responsible for oversight of a grant program;
   e. A court or grand jury;
   f. A management office of the grantee or subgrantee; or
   g. A Federal or State regulatory enforcement agency.
3. Submission of Complaint – A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
4. Time Limitation for Submittal of a Complaint - A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
5. Required Actions of the Inspector General – Actions, limitations and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b)
6. Assumption of Rights to Civil Remedy - Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under41 U.S.C. § 4712(c).

23. **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.

24. **Current FAA Advisory Circulars for AIP Projects.** The sponsor will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the *Current FAA Advisory Circulars Required For Use In AIP Funded and PFC Approved Projects*, dated January 24, 2017, and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

25. **Assurances.** The Sponsor agrees to comply with the Assurances attached to this offer, which replaces the assurances that accompanied the Application for Federal Assistance.

26. **Agency Agreement.** The FAA, in tendering this Offer on behalf of the United States, recognizes the existence of an Agency relationship between the Sponsor, as principal, and the Wyoming Department of Transportation, Division of Aeronautics, as agent. The Sponsor agrees that it will not amend, modify, or terminate said Agency Agreement without prior written approval of the FAA or its designated representative.

27. **Final Project Documentation.** The Sponsor understands and agrees that in accordance with 49 USC 47111, and the Airport District Office's concurrence, that no payments totaling more than 97.5 percent of United States Government's share of the project's estimated allowable cost may be made before the project is determined to be satisfactorily completed. Satisfactorily complete means the following: (1) The project results in a complete, usable unit of work as defined in the grant agreement; and (2) The sponsor submits necessary documents showing that the project is substantially complete per the contract requirements, or has a plan (that FAA agrees with) that addresses all elements contained on the punch list.

28. **Design Grant.** This grant agreement is being issued in order to complete the design of the project. The Sponsor understands and agrees that within 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 useable unit of work. The Sponsor also understands that if the FAA has provided federal funding to complete the design for the project, and the

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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.

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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, as provided by the Act, 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 assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

_____
(Signature)

John P. Bauer
(Typed Name)

Manager, Denver Airports District Office
(Title of FAA Official)

PART II - ACCEPTANCE

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project 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 terms and conditions in this Offer and in the Project Application.

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

Executed this _____ day of _____, _____.

CITY OF CODY, WYOMING
(Name of Sponsor)

_____
(Signature of Sponsor's Authorized Official)

By: _____
(Printed Name of Sponsor's Authorized Official)

Title: _____
(Title of Sponsor's Authorized Official)

CERTIFICATE OF SPONSOR'S ATTORNEY

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

That in my opinion the Sponsor is empowered to enter into the foregoing 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 has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. 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.

Dated at _____ (location) this _____ day of _____, _____.

By _____
(Signature of Sponsor's Attorney)

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

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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 terms and conditions in this Offer and in the Project Application.

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

Executed this _____ day of _____, _____.

YELLOWSTONE REGIONAL AIRPORT JOINT POWERS BOARD

(Name of Sponsor)

_____

(Signature of Sponsor's Authorized Official)

By: _____

(Printed Name of Sponsor's Authorized Official)

Title: _____

(Title of Sponsor's Designated Authorized Official)

CERTIFICATE OF SPONSOR'S ATTORNEY

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

That in my opinion the Sponsor is empowered to enter into the foregoing 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 has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. 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.

Dated at _____ (location) this _____ day of _____, _____.

By _____

(Signature of Sponsor's Attorney)

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

U.S. Department
of Transportation
Federal Aviation
Administration

GRANT AGREEMENT

PART I – OFFER

Date of Offer	[Enter Grant Offer Date]
Airport/Planning Area	Yellowstone Regional Airport
AIP Grant Number	3-56-0006-037-2017 (Contract No. DOT-FA17NM-10XX)
DUNS Number	17-792-9339

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

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

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated February 8, 2017, 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:

Acquire Miscellaneous Land (6.27 acres – Parcel 31)

which is more fully described in the Project Application.

NOW THEREFORE, according to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. § 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. § 47101, et seq., (herein the AAIA grant statute is referred to as "the Act"), the representations contained in the Project Application, and in consideration of (a) the Sponsor's adoption and ratification of the Grant Assurances dated March 2014, and the Sponsor's acceptance of this Offer; and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided.

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 93.75 percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

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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 $XXX,XXX.

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

   $0 for planning

   $XXX,XXX for airport development or noise program implementation; and,

   $0 for land acquisition.

2. **Period of Performance.** The period of performance begins on the date the Sponsor formally accepts this agreement. Unless explicitly stated otherwise in an amendment from the FAA, the end date of the period of performance is 4 years (1,460 calendar days) from the date of formal grant acceptance by the Sponsor.

   The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR § 200.309). Unless the FAA authorizes a written extension, the sponsor must submit all project closeout documentation and liquidate (pay off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR § 200.343).

   The period of performance end date does not relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of a grant agreement.

3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.

4. **Indirect Costs – Sponsor.** 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 the regulations, policies, and procedures of the Secretary. 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.

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9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount

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of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.

11. **System for Award Management (SAM) Registration And Universal Identifier.**

    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).

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

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

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

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16. **Maximum Obligation Increase for Primary Airports.** In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:

    A. may not be increased for a planning project;

    B. may be increased by not more than 15 percent for development projects;

    C. may be increased by not more than 15 percent for a land project.

17. **Audits for 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/. Provide one copy of the completed audit to the FAA if requested.

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

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A. Verify the non-federal entity is eligible to participate in this Federal program by:
   1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-federal entity is excluded or disqualified; or
   2. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
   3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.

B. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. Sub-contracts).

C. Immediately disclose to the FAA whenever the Sponsor (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debars a contractor, person, or entity.

19. <u>Ban on Texting When Driving</u>.

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

B. The Sponsor must insert the substance of this clause on banning texting when driving in all subgrants, contracts and subcontracts

20. <u>Exhibit "A" Property Map.</u> The Exhibit "A" Property Map dated November 8, 2012, is incorporated herein by reference or is submitted with the project application and made part of this grant agreement.

21. <u>Employee Protection from Reprisal.</u>

A. Prohibition of Reprisals –
   1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
      a. Gross mismanagement of a Federal grant;
      b. Gross waste of Federal funds;
      c. An abuse of authority relating to implementation or use of Federal funds;
      d. A substantial and specific danger to public health or safety; or
      e. A violation of law, rule, or regulation related to a Federal grant.
   2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
      a. A member of Congress or a representative of a committee of Congress;
      b. An Inspector General;
      c. The Government Accountability Office;
      d. A Federal office or employee responsible for oversight of a grant program;
      e. A court or grand jury;

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f. A management office of the grantee or subgrantee; or

g. A Federal or State regulatory enforcement agency.

3. Submission of Complaint – A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
4. Time Limitation for Submittal of a Complaint - A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
5. Required Actions of the Inspector General – Actions, limitations and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b)
6. Assumption of Rights to Civil Remedy - Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under41 U.S.C. § 4712(c).

22. **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.

23. **Current FAA Advisory Circulars for AIP Projects.** The sponsor will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the *Current FAA Advisory Circulars Required For Use In AIP Funded and PFC Approved Projects*, dated January 24, 2017, and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

24. **Assurances.** The Sponsor agrees to comply with the Assurances attached to this offer, which replaces the assurances that accompanied the Application for Federal Assistance.

25. **Agency Agreement.** The FAA, in tendering this Offer on behalf of the United States, recognizes the existence of an Agency relationship between the Sponsor, as principal, and the Wyoming Department of Transportation, Division of Aeronautics, as agent. The Sponsor agrees that it will not amend, modify, or terminate said Agency Agreement without prior written approval of the FAA or its designated representative.

26. **Final Project Documentation.** The Sponsor understands and agrees that in accordance with 49 USC 47111, and the Airport District Office's concurrence, that no payments totaling more than 97.5 percent of United States Government's share of the project's estimated allowable cost may be made before the project is determined to be satisfactorily completed. Satisfactorily complete means the following: (1) The project results in a complete, usable unit of work as defined in the grant agreement; and (2) The sponsor submits necessary documents showing that the project is substantially complete per the contract requirements, or has a plan (that FAA agrees with) that addresses all elements contained on the punch list.

27. **Update Approved Exhibit "A" Property Map for Land in Project.** The Sponsor understands and agrees to update the Exhibit "A" Property Map to standards satisfactory to the FAA and submit it in final form to the FAA. It is further mutually agreed that the reasonable cost of developing said Exhibit "A" Property Map is an allowable cost within the scope of this project.

28. **Land Acquisition.** The Sponsor agrees that no payments will be made on the grant until the Sponsor has presented evidence to the FAA that it has recorded the grant agreement, including the grant assurances in the public land records of the county courthouse. The Sponsor understands and agrees that recording the grant agreement legally enforces these requirements, encumbrances and restrictions on the obligated land.

#

DRAFT

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, 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 assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

ACKNOWLEDGEMENT

STATE OF _____

COUNTY OF _____

On _____, before me, a Notary Public , personally appeared _____, who proved to me through satisfactory evidence to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that _____ executed the foregoing instrument in their authorized capacity by their signature on the instrument.

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

_____

(Signature)

John P. Bauer

(Typed Name)

Manager, Denver Airports District Office

(Title of FAA Official)

DRAFT

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 terms and conditions in this Offer and in the Project Application.

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

Executed this _____ day of _____, _____.

ACKNOWLEDGEMENT

STATE OF _____

COUNTY OF _____

On _____, before me, a Notary Public , personally appeared _____, who proved to me through satisfactory evidence to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that _____ executed the foregoing instrument in their authorized capacity by their signature on the instrument.

CITY OF CODY, WYOMING

(Name of Sponsor)

_____

(Signature of Sponsor's Authorized Official)

By: _____

(Printed Name of Sponsor's Authorized Official)

Title: _____

(Title of Sponsor's Authorized Official)

CERTIFICATE OF SPONSOR'S ATTORNEY

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

That in my opinion the Sponsor is empowered to enter into the foregoing 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 has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. 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.

Dated at _____ (location) this _____ day of _____, _____.

By _____

(Signature of Sponsor's Attorney)

ACKNOWLEDGEMENT

STATE OF _____

COUNTY OF _____

On _____, before me, a Notary Public , personally appeared _____, who proved to me through satisfactory evidence to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that _____ executed the foregoing instrument in their authorized capacity by their signature on the instrument.

DRAFT

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

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 terms and conditions in this Offer and in the Project Application.

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

Executed this _____ day of _____, _____.

ACKNOWLEDGEMENT
STATE OF _____
COUNTY OF _____
On _____, before me, a Notary Public , personally appeared _____, who proved to me through satisfactory evidence to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that _____ executed the foregoing instrument in their authorized capacity by their signature on the instrument.

YELLOWSTONE REGIONAL AIRPORT JOINT POWERS BOARD

_____
(Name of Sponsor)

By: _____
(Signature of Sponsor's Authorized Official)

_____
(Printed Name of Sponsor's Authorized Official)

Title: _____
(Title of Sponsor's Authorized Official)

CERTIFICATE OF SPONSOR'S ATTORNEY

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

That in my opinion the Sponsor is empowered to enter into the foregoing 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 has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. 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.

Dated at _____ (location) this _____ day of _____, _____.

By _____
(Signature of Sponsor's Attorney)

ACKNOWLEDGEMENT
STATE OF _____
COUNTY OF _____
On _____, before me, a Notary Public , personally appeared _____, who proved to me through satisfactory evidence to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that _____ executed the foregoing instrument in their authorized capacity by their signature on the instrument.

DRAFT

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

Request for FAA Approval of Agreement for Transfer of Entitlements

In accordance with 49 USC § 47117(c)(2),

Name of Transferring Sponsor: **City of Cody, Wyoming and the Yellowstone Regional Airport Joint Powers Board**

hereby waives receipt of the following amount of funds apportioned to it under 49 USC § 47117(c) for the:

Name of Transferring Airport (and Locid): Yellowstone Regional Airport (COD)

for each fiscal year listed below:

Entitlement Type (Passenger, Cargo or Nonprimary)	Fiscal Year	Amount
PN	2017	$650,000
		$
		$
		$
Total		**$650,000**

The Federal Aviation Administration has determined that the waived amount will be made available to:

Name of Airport (and Locid) Receiving Transferred Entitlements: Rock Springs-Sweetwater County Airport (RKS)

Name of Receiving Airport's Sponsor: **Town of Rock Springs and County of Sweetwater, Wyoming and the Rock Springs-Sweetwater County Airport Joint Powers Board**

a public use airport in the same state or geographical areas as the transferring airport for eligible projects under 49 USC § 47104(a).

The waiver expires on the earlier of September 30, 2017 or when the availability of apportioned funds lapses under 49 USC § 47117(b).

For the United States of America, Federal Aviation Administration:

Signature: _____

Name: __John P. Bauer_____

Title: __Manager, Denver Airports District Office_____

Date: _____

DRAFT

Certification of Transferring Sponsor

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this _____ day of _____, _____.

Name of Sponsor:_CITY OF CODY, WYOMING _____

Name of Sponsor's Authorized Official:_____

Title of Sponsor's Authorized Official:_____

Signature of Sponsor's Authorized Official: _____

Certificate of Transferring 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 Agreement under the laws of the state of Wyoming. Further, I have examined the foregoing Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said state and 49 USC § 47101, et seq.

Dated at _____ (City, State), this _____ day of _____, _____.

Signature of Sponsor's Attorney: _____

DRAFT

Certification of Transferring Sponsor

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this _____ day of _____, _____.

Name of Sponsor:_YELLOWSTONE REGIONAL AIRPORT JOINT POWERS BOARD_

Name of Sponsor's Authorized Official:_____

Title of Sponsor's Authorized Official:_____

Signature of Sponsor's Authorized Official: _____

Certificate of Transferring 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 Agreement under the laws of the state of Wyoming. Further, I have examined the foregoing Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said state and 49 USC § 47101, et seq.

Dated at _____ (City, State), this _____ day of _____, _____.

Signature of Sponsor's Attorney: _____

DRAFT

REPORT UNDER

PRE-CITY COUNCIL APPROVAL
2017 DRAFT

POLICE DEPARTMENT
CITY OF CODY

March 17, 2017

To: Cody Gunfighters and Irma Hotel

From: Chuck Baker, Chief of Police

Subject: Conditions for Discharging Weapons in the City for the Cody Gunfighter Summer 2017 Re-Enactment Shows.

- The discharging or firing of blanks from weapons will only be permitted on the designated section of 12th Street subject to the closure request during the Gunfighter presentation dates and times.
    - June 01, 2017 through September 30, 2017. Monday through Saturday, 5:30 PM through 7:00 PM.
- The Cody Gunfighters will only use blank cartridge ammunitions produced by a reputable manufacturer. The manufacturer's recommended "Distance and Deflection" safety standards between muzzle blast and actor or spectator shall be followed.
- Cody Gunfighters shall adopt a set of "Safety Rules" and all members shall be familiar with the rules and shall receive a copy of the rules. A copy of the 2017 Cody Gunfighter Safety Rules will be provided to the Chief of Police prior to June 1, 2017 and any revision to the rules will be reported to the Chief of Police prior to the next Gunfighter show.
- An independent third party will be designated as the "Site Safety Manager".
    - Site Safety Managers shall have experience working with the type of firearms being used, knowledge of their use, safe handling and safekeeping, and familiarity with the blank munitions utilized by the Cody Gunfighters.
    - Site Safety Managers will be responsible for ensuring the Safety Rules adopted by the Cody Gunfighters are strictly adhered to and enforced. Any changes or updates to the Cody Gunfighter Safety Rules must be reported to the Chief of Police.

    - A Site Safety Manager will be on site at all times during the shows to monitor overall safety, and will not be involved in the actual show performances.
    - Site Safety Managers immediate contact information will be provided to the Police Department.
    - Site Safety Manager has final say of any safety issues. All firearms used during the events are under his/her direct control even when being held by an actor.
    - The Site Safety Manager will work with the Gunfighter actors, set design and script writers to ensure site safety for both actors and visitors.
- All persons associated with the Cody Gunfighters that will be handling, taking possession or discharging firearms pursuant to this conditional approval will be required to undergo a formal background check to insure they are not prohibited by State or Federal law from possessing or receiving firearms and ammunition or show proof of a valid Concealed Firearms Permit.
- In addition to the conditions described herein, the Cody Gunfighters shall comply with any and all other conditions imposed by the Governing Body of the City of Cody.
- A roster of all Cody Gunfighters will be provided to the Chief of Police prior to June 1, 2017 and any revision to the list will be reported to the Chief of Police prior to the next Gunfighter show.
- Pursuant to Ordinance 5-4-1 the Chief of Police or their designee has the authority to immediately suspend the authority to discharge firearms in city limits.
- Any complaints received about the discharge of these weapons during the events or violations of the Cody Gunfighter Safety rules will be forwarded to office of the Chief of Police as soon as practical.
- The Cody Gunfighters shall obtain and have in place prior to its first performance in 2017 a liability insurance policy covering property damage, injuries, and death arising in any way from the gun show, and any activities associated with or related to the gun show, or from the acts, errors or omissions of its participants and members in relation to the gun show. Such policy shall have limits of not less than $1,000,000.00 per occurrence, and $2,000,000 in the aggregate.

IT SHALL BE THE RESPONSIBILITY OF THE CODY GUNFIGHTERS AND THE PARTICIPANTS TO READ, UNDERSTAND AND COMPLY WITH THESE CONDITIONS, THE RULES ADOPTED BY THE CODY GUNFIGHTERS, AND ANY OTHER CONDITIONS REQUIRED BY THE GOVERNING BODY OF THE CITY OF CODY. THE CODY GUNFIGHERS SHALL ENSURE THEY CONDUCT THE GUN SHOW IN A SAFE AND PRUDENT MANNER THAT PROTECTS THE PARTICIPANTS, SPECTATORS AND PEOPLE IN THE AREA OF THE GUN SHOW. THE CITY OF CODY, THE CODY POLICE DEPARTMENT AND IT

EMPLOYEES, AGENTS, REPRESENTATIVES AND OFFICIALS WILL NOT INSPECT, SUPERVISE OR OVERSEE THE FIREARMS, AMMUNITION, THE LOADING OF FIREARMS, OR ANY ASPECT OF THE PERFORMANCE OF THE GUN SHOW.

Charles A. Baker, Chief of Police	**Date**
President, Cody Gunfighters (Or their Designee)	**Date**

MEETING DATE:	MAY 16, 2017
DEPARTMENT:	PUBLIC WORKS
PREPARED BY:	STEVE PAYNE & BERT POND
DEPT. DIR. APPROVAL:	_____
CITY ADM. APPROVAL:	_____

AGENDA ITEM SUMMARY REPORT
Electric Rate Ordinance 2017-06

ACTION

Publically read the Electric Rate Ordinance 2017-06 and pass it on 1st reading. The Ordinance, if passed, will amend Title 8, Chapter 1, Article III of the Cody City Code to modify electrical rates.

BACKGROUND

The following is the history of wholesale rate increases from WMPA and the resulting retail rate increases adopted by the City of Cody in the last 10 years. Prior to developing our rates through the New Rate Model developed by Carl Brown Consulting in 2014, our rate increases were of a size that they created significant impacts on our customers.

Year	Rate Ordinance	Wholesale Increase	Retail Increase
2008	2007-25	14.86% (Jan 1, 2008)	11.3% (2/1/2008)
2009	2009-01	5.88% (Jan 1, 2009)	4.95% (3/1/2009)
2010	2010-01	11.11% (Jan 1, 2010)	5.35% (3/1/2010)
2011	2010-25	10% (Jan 1, 2011)	5.76% (2/1/2011)
2012	2011-28	21.82% (Jan 1, 2012)	15.37% (2/1/2012)
2013	2012-21	7.46% (Jan 1, 2013)	5.34% (1/1/2013)
2014	2015-02	0% (Jan 1, 2014)	2.5% (4/1/2015) – New Rate Model
2015	2016-08	0% (Jan 1, 2016)	2.5% (7/1/2016) – New Rate Model
2016	2017-06	8.33% (Jan 1, 2017)	2.5% (7/1/2017) – New Rate Model

During the 2017/18 budget process, the Electric Division completed an update to our rate analysis model. As part of that Rate Analysis work, the following are the proposed rates recommended by the new Rate Analysis Model.

We are now in the third year of the implementation and the proposed Electrical Rate Ordinance, if approved will represent an average percent increase for an aggregate of all customers of 2.5%. While we still experience the need for rate increases, the incremental approach recommended by Carl Brown has kept the retail rate increases into the low single digit range instead of the high single digit to double digit ranges we experienced before the New Rate Model. By taking the increase in July of 2016, we avoided taking a rate increase in January 2017 even though the wholesale rate increased by 8.33%. This increase in July 2017 should recoup the costs of the January wholesale rate increase throughout the upcoming fiscal year.

FISCAL IMPACT

All customer classes pay the same base rate and other charges are based on charges applicable to customer class needs. This proposal will reduce slightly the base rate and increase slightly the energy rate. The proposed rate increase will provide the additional revenues to cover:

- The projected wholesale power sales bill from WMPA.
- The projected expenses for the City of Cody.
- The projected capital improvement costs for the City of Cody.

AGENDA ITEM NO. _____

ALTERNATIVES

1) Increase retail electric rates as presented in the rate ordinance.
2) Increase retail electric rates as further modified by the City Council.
3) Leave the retail electric rates as they are currently configured. This will mean that we will not make sufficient revenues to cover power purchases from WMPA and will not be able to complete power system improvements as budgeted.

RECOMMENDATION

It is the recommendation of the City of Cody Public Works and Administrative Services staff that the City adopt the new electric rate ordinance to become effective on July 1, 2017.

ATTACHMENT

- Electric Rate Ordinance 2017-06
- 2017 Simplified Rate Adjustment Comparison 2017-2

AGENDA ITEM NO. _____

ORDINANCE 2017-06

AN ORDINANCE AMENDING TITLE 8, CHAPTER 1, ARTICLE III, SECTION 13 OF THE CODY CITY CODE TO MODIFY MUNICIPAL ELECTRICAL RATES.

Article III, Section 13 shall be hereby amended as follows:

8-1-13: SCHEDULE OF RATES:

Beginning with all bills generated on or after July 1, 2017 the rates for metered electricity sold within the city limits shall be as follows:

Customer Classification	Monthly Base Fee (1)	Energy Fee (2)	Demand Fee (3)
RESIDENTIAL SERVICE RATE	$31.16~~$31.390~~	$0.0793~~$0.0770~~	~~NA~~NA
SMALL COMMERCIAL SERVICE RATE	$31.16~~$31.390~~	$0.0793~~$0.0770~~	~~NA~~NA
COMMERCIAL SERVICE RATE	$31.16~~$31.390~~	$0.0793~~$0.0770~~	~~NA~~NA
DEMAND SERVICE RATE	$31.16~~$31.390~~	$0.0396~~$0.0380~~	~~NA~~NA
CITY COMMERCIAL SERVICE	$31.16~~$31.390~~	$0.0793~~$0.0770~~	~~NA~~NA
CITY DEMAND SERVICE RATE	$31.16~~$31.390~~	$0.0396~~$0.0380~~	~~NA~~NA
COMMERICAL DEMAND SERVICE RATE	-	~~$0.000~~	$17.930~~$18.740~~
CITY COMMERICAL DEMAND SERVICE RATE	-	~~$0.000~~	$17.930~~$18.740~~
ELECTRIC COMMERCIAL SPECIAL SERVICE RATE	-	-	$17.930~~$18.740~~
IRRIGATION SERVICE RATE <= 25 Hp	$3.02~~$2.670~~	$0.0793~~$0.0770~~	~~NA~~NA
IRRIGATION SERVICE RATE >=25 Hp	$3.02~~$2.670~~	$0.0793~~$0.0770~~	~~NA~~NA
SECURITY LIGHTS	$3.02~~$2.670~~	$0.0793~~$0.0770~~	~~NA~~NA

(1)For Electrical usage billed on or after July 1, 2017, each customer classification shall pay a monthly customer charge as indicated.

(2) For Electrical usage billed on or after July 1, 2017, each customer class shall pay the Energy Fee indicated for each kilowatt hour used per month or as estimated by City Staff regarding Security Lights.

(3) For Electrical usage billed on or after July 1, 2017, each customer shall pay a monthly demand charge as indicated per kilowatt of demand as shown or computed from the readings of the city's demand meter installed at the customer's location for the fifteen (15) minute period of customer's greatest use during the billing period.

(4) Customers requesting or transferring service of more than two hundred (200) amperes shall be billed under this demand rate. The public works director or his/her designee shall recommend to the administrative services officer the rate classification for new commercial customers requesting electrical service, based on the customer's energy and demand requirements.

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

Connection, reconnection or disconnection of meter Normal office hours (7:30 A.M. to 5:00 P.M.)	$ 35.00
Connection, reconnection or disconnection of meter Other than normal office hours	110.00
Trouble calls on customer owned equipment: Normal office hours (7:30 A.M. to 5:00 P.M.	No Charge
Trouble calls on customer owned equipment: Other than normal office hours (for first 2 hours, actual labor costs for work in excess of 2 hours)	$110.00
Temporary service connection: Single and 3-phase	$105.00
Returned payment charge	30.00
Testing of meters more than once at customer's request in a 12 month period, where meter is found to be accurate within 2 percent	50.00

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

PASSED ON FIRST READING: _____
PASSED ON SECOND READING: _____
PASSED ON THIRD READING: _____

_____
Matt Hall, Mayor

ATTEST:

_____
Cynthia D. Baker Administrative Services Officer