

# City of Cody City Council

## AGENDA

Tuesday, August 4, 2020 – 7:00 p.m. (Pre-Meeting to begin at 6:45 p.m. in Council Chambers) – Discuss Ice Cream Social and 8/4 Agenda

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

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Meeting Called to Order

Pledge of Allegiance

Moment of Silence

Roll Call

Mayor's Recognitions and Announcements

### 1. Consent Calendar

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

- a. Approval of Minutes: Regular Minutes from July 21, 2020 and Special Work Session Minutes from July 14, 2020.
- b. Approve and authorize the Mayor to sign the Alcohol Inspection Contract between the Wyoming Association of Sheriffs and Chiefs of Police and the Cody Police Department for Alcohol and Tobacco Compliance inspections contract for the 2020-2021 terms.

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

### 3. Public Hearing.

- a. A public hearing to determine if it is in the public interest to issue a new restaurant liquor license to Monte Christo Bar & Grill located in the Airport Terminal Building on Roger Sedam Drive, Cody.WY.

### 4. Conduct of Business

- a. Approve Vouchers and payroll in the amount of \$602,460.77.
- b. Consider approving a new restaurant Liquor License to Monte Christo Bar & Grill LLC located in the Yellowstone Regional Airport Terminal Building at 2101 Roger Sedam Drive.  
Staff reference: Cindy Baker, Administrative Services Officer

Spokesperson: Jorge Cardenas

- c. Consider approving the Buffalo Bill 5-10 K races on Saturday, September 19<sup>th</sup> subject to staff recommendations and conditions outlined in Summary Report. – which would include but not limited to – the closure of 10<sup>th</sup> Street from Beck to Sheridan Ave, authorize a malt beverage permit and open container permit. Event Coordinators will provide liability insurance for event.

Staff Reference: Cindy Baker, Administrative Services Officer and/or Other Department Heads

Spokesperson: Janie Curtis, Event Coordinator

- d. Consider approving the activities associated with the Fistful of Dirt Gravel Bike Race including Street Closures, Police Department Support, Parks, Recreation and Facilities support, Public Works Department Support, WYDOT Permit Application signature, authorize an open container and malt beverage permit for September 6<sup>th</sup> and other related items subject to the conditions of approval outlined in the Summary Report. Event Coordinators will provide liability insurance for event.

Staff Reference: Phillip Bowman, Public Works Director and/or other Department Heads

Spokesperson: Janie Curtis, Event Coordinator

- e. Approve the Agreement for Encroachment License between the City of Cody and the Higbie Family Revocable Living Trust, and authorize the Mayor to sign and execute all associated documents.

Staff Reference: Phillip Bowman

Spokesperson: Ed Higbie

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

**Upcoming Meetings:**

**August 11, 2020 – Tuesday – Work Session – 5:00 p.m.**

**August 18, 2020 – Tuesday – Regular Council Meeting – 7:00 p.m.**

**City of Cody**  
**Council Proceedings**  
**Tuesday, July 21, 2020**

A regular meeting of the Cody City Council was held in the Council Chambers at City Hall in Cody, Wyoming on Tuesday, July 21, 2020 at 7:00 p.m.

Present: Mayor Matt Hall, Council Members, Diane Ballard, Jerry Fritz, Landon Greer, Justin Baily, Glenn Nielson and Heidi Rasmussen, City Administrator Barry Cook, City Attorney Scott Kolpitcke, and Administrative Services Officer, Cindy Baker

Absent: None

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

Council Member Greer made a motion seconded by Council Member Rasmussen to approve the agenda with an amendment to change the date from August 1, 2020 to December 31, 2020 for item “c” of the consent calendar. Vote was unanimous.

Council Member Greer made a motion seconded by Council Member Rasmussen to approve the Consent Calendar as amended including approval of Minutes: Regular Minutes from July 7, 2020; approve a request from Cody High School Student Council to use Beck Lake Park on Monday, September 28, 2020 for the Homecoming Bon Fire, to close Sheridan Avenue for the Homecoming Parade on Friday, October 2, 2020, 2019 at 1:45 p.m., parade at 2:00 p.m. and reopen at 3:00 p.m., contingent upon approval from WYDOT and sponsor other associated staffing and equipment cost to be funded out of the Lodging Tax fund. Approval contingent upon the status of the pandemic and current orders in place; authorize the extension of Rec Center Memberships for two months for current members for all written request made prior to August 1, 2020; approve the closure of 10<sup>th</sup> Street for vendors on nights of the summer concert series with said closer starting at 5:00 p.m. (this is 30 minutes earlier than previously approved closure time); approve the closure of 10<sup>th</sup> Street from Beck to Sheridan on Saturday August 8<sup>th</sup> from 5:00 p.m. to 9:00 p.m. to allow food vendors to park on 10<sup>th</sup> Street in conjunction with the Complete for a Cause that will be held in the City Park Band Shell during this time period and authorize the closure of 15<sup>th</sup> Street between Bleistein and Salsbury from noon to 5 p.m. on August 1<sup>st</sup> in conjunction with the celebration for Park County Search & Rescue 50<sup>th</sup> Anniversary. Vote was unanimous.

Council Member Rasmussen made a motion seconded by Council Member Baily to approve Vouchers and payroll in the amount of \$.2,047,531.21. Council Member Greer recused himself from the vote. Vote was unanimous from remaining Council Members.

Council Member Nielson made a motion seconded by Council Member Greer to authorize the Mayor to enter into and sign an agreement between the City of Cody and Ronald & Kelly Hunt – Agreement to Cost Share on Public Utility Improvements, contingent upon review and approval by City Attorney. Vote was unanimous.

Council Member Rasmussen made a motion seconded by Council Member Ballard to approve a contract between the City of Cody and Wyoming Department of Health for Wastewater Sampling and COVID Testing and authorize the Mayor to sign and execute all associated documents. Vote was unanimous.

Council Member Greer made a motion seconded by Council Member Ballard to approve an agreement between the City of Cody and Wyoming Water/Wastewater Agency Response Network (WYOWARN) and authorize the Mayor to sign and execute all associated documents. Vote was unanimous.

Tabled Items - Consider an Agreement for Encroachment License between the City of Cody and Ed Higbie Family Revocable Living Trust contingent upon review and approval by the City Attorney  
No motion was made to remove the tabled item.

There being no further action Mayor Hall adjourned the meeting at 7:16 p.m.

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Mayor, Matt Hall

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City Clerk, Cindy Baker

**City of Cody**  
**Council Proceedings**  
**Tuesday, July 14, 2020**

A special meeting of the Cody City Council was held in Council Chambers of Cody City Hall on Tuesday, July 14, 2020 at 5:00 p.m.

Present: Mayor Matt Hall, Council Members Diane Ballard, Jerry Fritz, Landon Greer, Justin Baily and Heidi Rasmussen; City Administrator, Barry Cook, City Attorney Scott Kolpitzke and Administrative Service Officer, Cindy Baker,

Absent: Council Member Glenn Nielson

Mayor Hall called the meeting to order at 5:00 p.m

Public Works Director, Phillip Bowman presented the Governing Body with an update on the Water Tank Construction.

Council Member Rasmussen made a motion seconded by Council Member Greer to approve Change Order No 1 for the Beacon Hill Water Tank Project. Vote was unanimous.

Council Member Fritz made a motion seconded by Council Member Ballard to approve Change Order No. 2 for the Beacon Hill Water Tank Project. Vote was unanimous.

The Governing Body discussed Recreation Center Refund Ending Date and possible extension for patrons to request an extension. Staff was directed to bring this item to a regular meeting for consideration.

The Governing Body was provided information reporting to the new Wage Publication and New Requirements per State Statute and additional publication cost if separating overtime from the annual salary now required to report. Staff was directed to publish with this separate overtime column.

The Governing Body was presented with a draft Mobile Vendor Ordinance and requested to review and provide any comments for a possible September 1, 2020 First Reading.

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Mayor Hall adjourned the meeting at 6:15 p.m.

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Cynthia D Baker  
Administrative Services Officer

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Matt Hall  
Mayor

MEETING DATE:

DEPARTMENT: CODY POLICE DEPT.

PREPARED BY: CHUCK BAKER CHIEF OF POLICE

DEPT. DIR. APPROVAL: 07/21/20

CITY ADM. APPROVAL: \_\_\_\_\_

PRESENTED BY: CHIEF BAKER

## **AGENDA ITEM SUMMARY REPORT**

### **2020-2021 ALCOHOL AND TOBACCO COMPLIANCE INSPECTION CONTRACTS**

#### **SUMMARY**

The Cody Police Department is requesting that the contracts for the 2020-2021 Alcohol and Tobacco Compliance Inspections, be approved and signed.

#### **BACKGROUND**

The Cody Police Department has conducted alcohol and tobacco inspections on establishments within our community that sell alcohol and tobacco for several years. The department would like to continue conducting these inspections.

According to the 2019 Wyoming Association of Sheriffs and Chiefs of Police report on "Alcohol and Crime in Wyoming", 134 underage youth were taken into custody and placed in a detention center for being a minor in possession of alcohol. A total of 131 underage youth were arrested for driving under the influence of alcohol or drugs. 23% of the 123 minors arrested for alcohol-related offenses reported obtaining alcohol from a liquor establishment. In comparison during 2018, 35% of 147 minors arrested for alcohol-related offenses reported obtaining alcohol from a liquor establishment.

As a department, we continue to strive to reduce the number of incidents involving juveniles with regard to illegal possession of alcohol and/or tobacco. We address this issue through different actions, one of which is through our compliance inspections.

#### **FISCAL IMPACT**

None. The City of Cody is reimbursed for any expenses incurred in conducting compliance inspections. Reimbursement does cover an officer's overtime when conducting compliance inspections and cash value gift certificates to be given for clerks that comply with the law and refuse to sell to underage minors.

#### **ALTERNATIVES**

Discontinue Cody PD participation in State funded compliance inspections.

**AGENDA ITEM NO. \_\_\_\_\_**

**RECOMMENDATION**

Staff recommends that the contract be approved and signed as been done in previous years.

**ATTACHMENTS**

1. 2020-2021 Alcohol Inspection Contract
2. 2021 Tobacco Inspection Contract

**AGENDA & SUMMARY REPORT TO:**

None

## Alcohol Inspection Contract

1. **Parties:** The parties to this Contract are Wyoming Association of Sheriffs and Chiefs of Police (Association), whose address is P.O. Box 481, Douglas WY 82633 and Cody Police Department, whose address is 1402 Riverview Drive, Cody, WY 82414.
2. **Purpose:** To provide Alcohol inspections in communities in the state of Wyoming.
3. **Term:** This Contract is effective when all parties have executed it and all required signatures have been granted. The term of the Contract is from July 1, 2020, through May 28, 2021. All services shall be completed during this term.
4. **Payment:**
  - A. The total amount of this contract shall not exceed (\$4,250.00).
  - B. Payment for administrative fees and for conducting compliance inspections of Alcohol retailers shall be made based upon submission to the Association of compliance forms and a monthly invoice.
  - C. All invoicing for Alcohol compliance inspections shall be paid upon receipt by the Association of compliance inspection reports and invoices. No payment shall be made by the Association in the absence of the timely submission of a proper invoice.
  - D. Payment shall be based on a rate of eighty five dollars (\$85.00) per inspection.
    - 1) From the eighty five dollars (\$85.00) the Department may:
      - a. Pay the officer conducting the compliance visit double time;
      - b. Purchase a ten dollar (\$10.00) gift certificate which the officer will present to the retail clerk if the clerk has complied with the law and has refused to sell Alcohol to a minor under twenty-one (21) years of age.
      - c. Pay the assisting minor/youth ten dollars (\$10.00) per compliance inspection.
5. **Responsibilities of the Department:**
  - A. Conduct and complete Alcohol compliance inspections as follows:
    - 1) Complete two (2) Alcohol compliance inspections per year for every establishment that sells Alcohol products in the community, including bars.
    - 2) **The first Alcohol compliance inspections must take place between July 1, 2020 and December 31, 2020. The second Alcohol compliance inspections must take place between January 1, 2021, and May 28, 2021.**

- 3) The above compliance schedule may be modified with the Association's prior written approval.
  - B. Complete a yearly report for Alcohol compliance inspections.
  - C. Provide the Association with a copy of all invoices and reports received from the participating law enforcement agencies within thirty (30) days of the receipt of the report and/or invoicing.
6. **Responsibilities of the Association:**
  - A. Remit payment to the Department based on proper monthly invoicing.
  - B. Make a representative of the Association available to the Department to assist with questions regarding compliance inspections.
  - C. Provide Compliance Inspection Forms approved by the Wyoming Department of Health, Substance Abuse Division to all participating law enforcement agencies.
7. **General Provisions:**
  - A. **Amendments:** Any changes, modifications, revisions, or amendments to this Contract which are mutually agreed upon by the parties to this Contract shall be incorporated by written instrument, executed and signed by all parties to this Contract.
  - B. **Americans with Disabilities Act:** The Department shall not discriminate against a qualified individual with a disability and shall comply with the Americans with Disabilities Act, P.L. 101-336, 42 U.S.C. 12101, *et seq.*, and/or any properly promulgated rules and regulations related thereto.
  - C. **Audit/Access to Records:** The Association and any of its representatives shall have access to any books, documents, papers, and records of the Department which are pertinent to this Contract.
  - D. **Availability of Funds:** Each payment obligation of the Association is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services performed by the Department, the contract may be terminated by the Association at the end of the period for which the funds are available. The Association shall notify the Department at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Association in the event this provision is exercised, and the Association shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed to permit the Association to terminate this Contract in order to acquire similar services from another party.

- E. **Award of Related Contracts:** The Association may undertake or award supplemental or successor contracts for work related to this Contract. The Department shall cooperate fully with other contractors and the Association in all such cases.
- F. **Compliance with Laws:** The Department shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Contract.
- G. **Confidentiality and Publicity:** All documents, data compilations, reports, computer programs, photographs, and any other work provided to or produced by Department in the performance of this Contract shall be kept confidential by Department unless written permission is granted by the Association for its release. Any publicity given to the program or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, web site posting, similar public notices and public access, prepared by or for the Department, shall identify the Association as the sponsoring agency and shall not be released without prior written approval from the Association.
- H. **Entirety of Contract:** This Contract consisting of 6 pages and Attachment A consisting of one (1) page represent the entire and integrated Contract between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.
- I. **Extensions:** Nothing in this Contract shall be interpreted or deemed to create an expectation that this Contract will be extended beyond the term described herein. Any extension of this Contract shall be initiated by the Association and shall be effective only after it is reduced to writing and executed by all parties to the Contract. Any agreement to extend this Contract shall include, but not necessarily be limited to: an unambiguous identification of the Contract being extended; the term of the extension; the amount of any payment to be made during the extension or a statement that no payment will be made during the extension; a statement that all terms and conditions of the original Contract shall, unless explicitly delineated in the exception, remain as they were in the original Contract; and, if the duties of either party will be different during the extension than they were under the original Contract, a detailed description of those duties.
- J. **Force Majeure:** Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.

- K. **Independent Contractor:** The Department shall function as an independent contractor for the purposes of this Contract and shall not be considered an employee of the Association for any purpose. The Department shall assume sole responsibility for any debts or liabilities that may be incurred by the Department in fulfilling the terms of this Contract, and shall be solely responsible for the payment of all federal, state and local taxes which may accrue because of this Contract. Nothing in this Contract shall be interpreted as authorizing the Department or its agents and/or employees to act as an agent or representative for or on behalf of the Association, or to incur any obligation of any kind on the behalf of the Association. The Department agrees that no health/hospitalization benefits, workers' compensation and/or similar benefits available to Association employees will inure to the benefit of the Department or the Department's agents and/or employees as a result of this Contract.
- L. **Kickbacks:** The Department certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Contract, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Contract. If the Department breaches or violates this warranty, the Association may, at its discretion, terminate this Contract without liability to the Association, or deduct from the contract price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.
- 1) The Department shall comply with the Copeland "Anti-Kickback" Act (18 USC 874) as supplemented in the Department of Labor Regulations (29 CFR, Part 3). This Act provides that the Department is prohibited from inducing by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled.
  - 2) No staff member of the Department shall engage in any contract activity which would constitute a conflict of interest as related to this Contract.
- M. **Nondiscrimination:** The Department shall comply with Presidential Executive Order 11246 entitled, "Equal Employment Opportunity," as amended by Presidential Executive Order 11375, and as supplemented in the Department of Labor Regulations (41 CFR Part 60), the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105 et seq.), the Americans With Disabilities Act (ADA), 42 U.S.C. §12101, et seq, and the Age Discrimination Act of 1975. The Department shall assure that no person is discriminated against based on the grounds of sex, race, age, religion, national origin, or disability in connection with the performance of this Contract.
- N. **Notices:** All notices arising out of, or from, the provisions of this Contract shall be in writing and given to the parties at the address provided under this Contract, either by regular mail or delivery in person.
- O. **Ownership of Documents:** All reports, data, studies, work product, and other material prepared by the Department pursuant to performance under the terms and conditions of this Contract shall become the property of the Association. The

Association shall have unrestricted authority to publish, disclose, distribute, and otherwise use in whole or in part any reports, data, or other materials prepared by the Department under this Contract. Until the Association publishes, discloses, distributes, uses, or makes any of the information developed or compiled by the Department public, Department agrees that the information is confidential and, therefore, will not disclose it.

- P. **Severability:** Should any portion of this Contract be judicially determined to be illegal or unenforceable, the remainder of the Contract shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.
- Q. **Taxes:** The Department shall pay all taxes and other such amounts required by federal, state, and local law, including but not limited to federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.
- R. **Termination of Contract:** This Contract may be terminated, without cause, by either party upon thirty (30) days written notice. This Contract may be terminated immediately for cause if the Department fails to perform in accordance with the terms and conditions of this Contract. Should the Department fail to perform in a manner consistent with the terms and conditions set forth in this Contract, payment under this Contract may be withheld until such time as the Department performs its duties and responsibilities.
- S. **Third Party Beneficiary Rights:** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties and obligations contained in this Contract shall operate only between the parties to this Contract, and shall inure solely to the benefit of the parties to this Contract. The provisions of this Contract are intended only to assist the parties in determining and performing their obligations under this Contract. The parties to this Contract intend and expressly agree that only parties signatory to this Contract shall have any legal or equitable right to seek to enforce this Contract, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Contract, or to bring an action for the breach of this Contract.
- T. **Time:** Time is of the essence in all provisions of the Contract.
- U. **Titles Not Controlling:** Titles of paragraphs are for reference only, and shall not be used to construe the language in this Contract.
- V. **Waiver:** The waiver of any breach of any term or condition in this Contract shall not be deemed a waiver of any prior or subsequent breach.
- W. **Suspension and Debarment.** By signing this Grant Agreement, Grantee certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction nor from federal financial or non-financial assistance, nor are any of the participants involved in the execution of this Grant Agreement suspended, debarred, or voluntarily excluded by any federal department or agency in

accordance with Executive Order 12549 (Debarment and Suspension) and CFR 44 Part 17, or are on the disbarred vendors list at [www.epls.gov](http://www.epls.gov). Further, Grantee agrees to notify Council by certified mail should it or any of its agents become debarred, suspended, or voluntarily excluded during the term of this Grant Agreement.

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

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

**Wyoming Association of Sheriffs and Chiefs of Police**

\_\_\_\_\_  
Lori Emmert, Executive Officer  
WASCOP

July 1, 2020  
Date

**Department**

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

\_\_\_\_\_  
Date

## Tobacco Inspection Contract

1. **Parties:** The parties to this Contract are Wyoming Association of Sheriffs and Chiefs of Police (Association), whose address is P.O. Box 481, Douglas WY 82633 and Cody Police Department, whose address is 1402 Riverview Drive, Cody, WY 82414.
2. **Purpose:** To provide Tobacco inspections in communities in the state of Wyoming.
3. **Term:** This Contract is effective when all parties have executed it and all required signatures have been granted. The term of the Contract is from January 1, 2021, through June 10, 2021. All services shall be completed during this term.
4. **Payment:**
  - A. The total amount of this contract shall not exceed (\$4,250.00).
  - B. Payment for administrative fees and for conducting compliance inspections of Tobacco retailers shall be made based upon submission to the Association of compliance forms and a monthly invoice (Attachment A).
  - C. All invoicing for Tobacco compliance inspections shall be paid upon receipt by the Association of compliance inspection reports and invoices. No payment shall be made by the Association in the absence of the timely submission of a proper invoice.
  - D. Payment shall be based on a rate of eighty five dollars (\$85.00) per inspection.
    - 1) From the eighty five dollars (\$85.00) the Department may:
      - a. Pay the officer conducting the compliance visit double time;
      - b. Purchase a ten dollar (\$10.00) gift certificate which the officer will present to the retail clerk if the clerk has complied with the law and has refused to sell tobacco to a minor under eighteen (18) years of age.
      - c. Pay the assisting minor/youth ten dollars (\$10.00) per compliance inspection.
5. **Responsibilities of the Department:**
  - A. Conduct and complete Tobacco compliance inspections as follows:
    - 1) Complete two (2) tobacco compliance inspections per year for every establishment that sells tobacco products in the community, including bars.
    - 2) **The first tobacco compliance inspections must take place between January 1, 2021, and March 31, 2021. The second tobacco compliance inspections must take place between April 1, 2021, and June 10, 2021.**

- 3) The above compliance schedule may be modified with the Association's prior written approval.
  - B. Complete a yearly report for Tobacco compliance inspections.
  - C. Provide the Association with a copy of all invoices and reports received from the participating law enforcement agencies within thirty (30) days of the receipt of the report and/or invoicing.
6. **Responsibilities of the Association:**
  - A. Remit payment to the Department based on proper monthly invoicing.
  - B. Make a representative of the Association available to the Department to assist with questions regarding compliance inspections.
  - C. Provide Compliance Inspection Forms approved by the Wyoming Department of Health, Substance Abuse Division to all participating law enforcement agencies.
7. **General Provisions:**
  - A. **Amendments:** Any changes, modifications, revisions, or amendments to this Contract which are mutually agreed upon by the parties to this Contract shall be incorporated by written instrument, executed and signed by all parties to this Contract.
  - B. **Americans with Disabilities Act:** The Department shall not discriminate against a qualified individual with a disability and shall comply with the Americans with Disabilities Act, P.L. 101-336, 42 U.S.C. 12101, *et seq.*, and/or any properly promulgated rules and regulations related thereto.
  - C. **Audit/Access to Records:** The Association and any of its representatives shall have access to any books, documents, papers, and records of the Department which are pertinent to this Contract.
  - D. **Availability of Funds:** Each payment obligation of the Association is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services performed by the Department, the contract may be terminated by the Association at the end of the period for which the funds are available. The Association shall notify the Department at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Association in the event this provision is exercised, and the Association shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed to permit the Association to terminate this Contract in order to acquire similar services from another party.
  - E. **Award of Related Contracts:** The Association may undertake or award supplemental or successor contracts for work related to this Contract. The

Department shall cooperate fully with other contractors and the Association in all such cases.

- F. **Compliance with Laws:** The Department shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Contract.
- G. **Confidentiality and Publicity:** All documents, data compilations, reports, computer programs, photographs, and any other work provided to or produced by Department in the performance of this Contract shall be kept confidential by Department unless written permission is granted by the Association for its release. Any publicity given to the program or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, web site posting, similar public notices and public access, prepared by or for the Department, shall identify the Association as the sponsoring agency and shall not be released without prior written approval from the Association.
- H. **Entirety of Contract:** This Contract consisting of 6 pages and Attachment A consisting of one (1) page represent the entire and integrated Contract between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.
- I. **Extensions:** Nothing in this Contract shall be interpreted or deemed to create an expectation that this Contract will be extended beyond the term described herein. Any extension of this Contract shall be initiated by the Association and shall be effective only after it is reduced to writing and executed by all parties to the Contract. Any agreement to extend this Contract shall include, but not necessarily be limited to: an unambiguous identification of the Contract being extended; the term of the extension; the amount of any payment to be made during the extension or a statement that no payment will be made during the extension; a statement that all terms and conditions of the original Contract shall, unless explicitly delineated in the exception, remain as they were in the original Contract; and, if the duties of either party will be different during the extension than they were under the original Contract, a detailed description of those duties.
- J. **Force Majeure:** Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.
- K. **Independent Contractor:** The Department shall function as an independent contractor for the purposes of this Contract and shall not be considered an employee of the Association for any purpose. The Department shall assume sole

responsibility for any debts or liabilities that may be incurred by the Department in fulfilling the terms of this Contract, and shall be solely responsible for the payment of all federal, state and local taxes which may accrue because of this Contract. Nothing in this Contract shall be interpreted as authorizing the Department or its agents and/or employees to act as an agent or representative for or on behalf of the Association, or to incur any obligation of any kind on the behalf of the Association. The Department agrees that no health/hospitalization benefits, workers' compensation and/or similar benefits available to Association employees will inure to the benefit of the Department or the Department's agents and/or employees as a result of this Contract.

- L. **Kickbacks:** The Department certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Contract, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Contract. If the Department breaches or violates this warranty, the Association may, at its discretion, terminate this Contract without liability to the Association, or deduct from the contract price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.
- 1) The Department shall comply with the Copeland "Anti-Kickback" Act (18 USC 874) as supplemented in the Department of Labor Regulations (29 CFR, Part 3). This Act provides that the Department is prohibited from inducing by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled.
  - 2) No staff member of the Department shall engage in any contract activity which would constitute a conflict of interest as related to this Contract.
- M. **Nondiscrimination:** The Department shall comply with Presidential Executive Order 11246 entitled, "Equal Employment Opportunity," as amended by Presidential Executive Order 11375, and as supplemented in the Department of Labor Regulations (41 CFR Part 60), the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105 et seq.), the Americans With Disabilities Act (ADA), 42 U.S.C. §12101, et seq, and the Age Discrimination Act of 1975. The Department shall assure that no person is discriminated against based on the grounds of sex, race, age, religion, national origin, or disability in connection with the performance of this Contract.
- N. **Notices:** All notices arising out of, or from, the provisions of this Contract shall be in writing and given to the parties at the address provided under this Contract, either by regular mail or delivery in person.
- O. **Ownership of Documents:** All reports, data, studies, work product, and other material prepared by the Department pursuant to performance under the terms and conditions of this Contract shall become the property of the Association. The Association shall have unrestricted authority to publish, disclose, distribute, and otherwise use in whole or in part any reports, data, or other materials prepared by the Department under this Contract. Until the Association publishes, discloses,

distributes, uses, or makes any of the information developed or compiled by the Department public, Department agrees that the information is confidential and, therefore, will not disclose it.

- P. **Severability:** Should any portion of this Contract be judicially determined to be illegal or unenforceable, the remainder of the Contract shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.
- Q. **Taxes:** The Department shall pay all taxes and other such amounts required by federal, state, and local law, including but not limited to federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.
- R. **Termination of Contract:** This Contract may be terminated, without cause, by either party upon thirty (30) days written notice. This Contract may be terminated immediately for cause if the Department fails to perform in accordance with the terms and conditions of this Contract. Should the Department fail to perform in a manner consistent with the terms and conditions set forth in this Contract, payment under this Contract may be withheld until such time as the Department performs its duties and responsibilities.
- S. **Third Party Beneficiary Rights:** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties and obligations contained in this Contract shall operate only between the parties to this Contract, and shall inure solely to the benefit of the parties to this Contract. The provisions of this Contract are intended only to assist the parties in determining and performing their obligations under this Contract. The parties to this Contract intend and expressly agree that only parties signatory to this Contract shall have any legal or equitable right to seek to enforce this Contract, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Contract, or to bring an action for the breach of this Contract.
- T. **Time:** Time is of the essence in all provisions of the Contract.
- U. **Titles Not Controlling:** Titles of paragraphs are for reference only, and shall not be used to construe the language in this Contract.
- V. **Waiver:** The waiver of any breach of any term or condition in this Contract shall not be deemed a waiver of any prior or subsequent breach.
- W. **Suspension and Debarment.** By signing this Grant Agreement, Grantee certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction nor from federal financial or non-financial assistance, nor are any of the participants involved in the execution of this Grant Agreement suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension) and CFR 44 Part 17, or are on the disbarred vendors list at [www.epls.gov](http://www.epls.gov). Further, Grantee agrees to notify Council by certified mail should it or any of its agents become

debarred, suspended, or voluntarily excluded during the term of this Grant Agreement.

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

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

**Wyoming Association of Sheriffs and Chiefs of Police**

\_\_\_\_\_  
Lori Emmert, Executive Officer  
WASCOP

July 1, 2020  
Date

**Department**

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

\_\_\_\_\_  
Date

**NOTICE OF APPLICATION FOR A  
NEW RESTAURANT LIQUOR LICENSE**

Notice is hereby given that on the 22nd day of July 2020, Wyoming Monte Christo Bar & Grill LLC filed an application for a new restaurant liquor license in the office of the clerk of the City of Cody for the following described place: 2101 Roger Sedam Drive, Cody, WY 82414, 9' x 9' dispensing room north side of building and protests, if any there be, against the issuance of the license will be heard at the hour of 7:00 pm, or as soon thereafter as practical, on the 4<sup>th</sup> day of August, 2020, in the Council Chambers of City Hall, 1338 Rumsey Avenue, Cody, Wyoming.

Date: July 22, 2020

Cynthia D. Baker  
Administrative Services Officer

PUBLISH: July 28 and August 4, 2020

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
<b>AIR FILTER SOLUTIONS INC</b>					
	181507-1	AIR FILTER REPLACEMENTS AT REC CENTER	06/30/2020	2,053.69	.00
Total :				2,053.69	.00
Total AIR FILTER SOLUTIONS INC:				2,053.69	.00
<b>AIR-CON REFRIGERATION</b>					
	2115	A/C REPAIR	06/18/2020	157.73	.00
Total :				157.73	.00
Total AIR-CON REFRIGERATION:				157.73	.00
<b>ALANO, STEVEN</b>					
	2482	REC CENTER REFUND	06/25/2020	116.00	.00
Total :				116.00	.00
Total ALANO, STEVEN:				116.00	.00
<b>ALLSHOUSE, KYLE</b>					
	2483	REC CENTER REFUND	06/25/2020	105.00	.00
Total :				105.00	.00
Total ALLSHOUSE, KYLE:				105.00	.00
<b>AMERICAN TIRE DISTRIBUTORS INC</b>					
	S137923305	TIRES - B16	06/15/2020	265.62	.00
Total :				265.62	.00
Total AMERICAN TIRE DISTRIBUTORS INC:				265.62	.00
<b>ARBOGAST, CHRISTINE</b>					
	2533	REC CENTER REFUND	06/29/2020	25.00	.00
Total :				25.00	.00
Total ARBOGAST, CHRISTINE:				25.00	.00
<b>ATCO INTERNATIONAL</b>					
	10558107	DISINFECTANT SPRAY	07/08/2020	277.80	.00
Total :				277.80	.00
Total ATCO INTERNATIONAL :				277.80	.00
<b>BACON, PAIGE</b>					
	2484	REC CENTER REFUND	06/25/2020	8.50	.00
Total :				8.50	.00
Total BACON, PAIGE:				8.50	.00
<b>BARRY, TIMOTHY</b>					
	2451	REC CENTER REFUND	06/24/2020	63.00	.00

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
Total :				63.00	.00
Total BARRY, TIMOTHY:				63.00	.00
<b>BEHRENS, JERRY</b>					
	2458	REC CENTER REFUND	06/24/2020	46.00	.00
Total :				46.00	.00
Total BEHRENS, JERRY:				46.00	.00
<b>BIRCH, JESSE</b>					
	2469	REC CENTER REFUND	06/25/2020	67.38	.00
Total :				67.38	.00
Total BIRCH, JESSE:				67.38	.00
<b>BLANKENSHIP QUALITY CONCRETE LLC</b>					
	1534	CONCRETE 19TH & PIONEER	07/07/2020	3,132.93	.00
Total :				3,132.93	.00
Total BLANKENSHIP QUALITY CONCRETE LLC:				3,132.93	.00
<b>BLEVINS, KRISTIN</b>					
	13.3415.30	REFUND UTILITY DEPOSIT	07/15/2020	405.17	.00
Total :				405.17	.00
Total BLEVINS, KRISTIN:				405.17	.00
<b>BLUE CROSS BLUE SHIELD OF WYOMING</b>					
	080120	INSURANCE PREMIUM AUGUST 2020	07/23/2020	147,569.06	147,569.06
Total :				147,569.06	147,569.06
Total BLUE CROSS BLUE SHIELD OF WYOMING:				147,569.06	147,569.06
<b>BOCK, CANDICE</b>					
	2485	REC CENTER REFUND	06/25/2020	48.00	.00
Total :				48.00	.00
Total BOCK, CANDICE:				48.00	.00
<b>BROUSSARD, TROY</b>					
	62220	INSTALL HEAT TUBING FOR HANGER DRIVEWAY	06/22/2020	1,607.73	.00
Total :				1,607.73	.00
Total BROUSSARD, TROY:				1,607.73	.00
<b>BROWN, JULIE</b>					
	2450	REC CENTER REFUND	06/24/2020	57.50	.00

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
Total :				57.50	.00
Total BROWN, JULIE:				57.50	.00
<b>BULLOCK, SHEREE</b>					
	2486	REC CENTER REFUND	06/25/2020	34.00	.00
Total :				34.00	.00
Total BULLOCK, SHEREE:				34.00	.00
<b>BURNS, GINNY</b>					
	2523	REC CENTER REFUND	06/29/2020	47.00	.00
Total :				47.00	.00
Total BURNS, GINNY:				47.00	.00
<b>BUSINESS &amp; LEGAL RESOURCES</b>					
	50820	HR LAW SUBSCRIPTION	05/09/2020	511.00	.00
Total :				511.00	.00
Total BUSINESS & LEGAL RESOURCES:				511.00	.00
<b>CENTURY LINK</b>					
	71920	UTILITIES - CENTURY LINK	07/19/2020	41.71	.00
Total :				41.71	.00
Total CENTURY LINK:				41.71	.00
<b>CITY OF CODY</b>					
	073120	UTILITIES - CITY OF CODY	07/31/2020	1,454.41	.00
	073120	UTILITIES - CITY OF CODY	07/31/2020	8,684.59	.00
	073120	UTILITIES - CITY OF CODY	07/31/2020	5.01	.00
	073120	UTILITIES - CITY OF CODY	07/31/2020	414.08	.00
	073120	UTILITIES - CITY OF CODY	07/31/2020	315.89	.00
	073120	UTILITIES - CITY OF CODY	07/31/2020	741.09	.00
	073120	UTILITIES - CITY OF CODY	07/31/2020	9,316.84	.00
	073120	UTILITIES - CITY OF CODY	07/31/2020	6,217.01	.00
	073120	UTILITIES - CITY OF CODY	07/31/2020	1.07	.00
	073120	UTILITIES - CITY OF CODY	07/31/2020	6,033.56	.00
	073120	UTILITIES - CITY OF CODY	07/31/2020	6,030.53	.00
	073120	UTILITIES - CITY OF CODY	07/31/2020	15.27	.00
	073120	UTILITIES - CITY OF CODY	07/31/2020	939.73	.00
	073120	UTILITIES - CITY OF CODY	07/31/2020	1,303.40	.00
	073120	UTILITIES - CITY OF CODY	07/31/2020	1,303.40	.00
	073120	UTILITIES - CITY OF CODY	07/31/2020	305.48	.00
	073120	UTILITIES - CITY OF CODY	07/31/2020	297.86	.00
	073120	UTILITIES - CITY OF CODY	07/31/2020	39.00	.00
	073120	UTILITIES - CITY OF CODY	07/31/2020	13.60	.00
Total :				43,431.82	.00
Total CITY OF CODY:				43,431.82	.00

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
CLARK, RONALD W TOWN TAXI	80420	TIPSY TAXI VOUCHERS	08/04/2020	105.00	.00
Total :				105.00	.00
Total CLARK, RONALD W:				105.00	.00
<b>CODY OVERHEAD DOOR CORPORATION LLC</b>					
	3509	LEC GARAGE DOOR REPAIR	06/04/2020	417.50	.00
Total :				417.50	.00
Total CODY OVERHEAD DOOR CORPORATION LLC:				417.50	.00
<b>COOK, JAMIE</b>					
	070620	REC CENTER REFUND	07/06/2020	57.75	.00
Total :				57.75	.00
Total COOK, JAMIE:				57.75	.00
<b>COOK, JESSICA</b>					
	2454	REC CENTER REFUND	06/24/2020	26.00	.00
Total :				26.00	.00
Total COOK, JESSICA:				26.00	.00
<b>CRANE, TRAVIS</b>					
	2489	REC CENTER REFUND	06/25/2020	128.00	.00
Total :				128.00	.00
Total CRANE, TRAVIS:				128.00	.00
<b>CROFT, JEANA</b>					
	2541	REC CENTER REFUND	06/30/2020	52.50	.00
Total :				52.50	.00
Total CROFT, JEANA:				52.50	.00
<b>CURLESS, BARBARA</b>					
	071520	MILEAGE REIMBURSEMENT	07/15/2020	24.03	.00
Total :				24.03	.00
Total CURLESS, BARBARA:				24.03	.00
<b>DEANS JR, WILLIAM P.</b>					
	2456	REC CENTER REFUND	06/24/2020	77.42	.00
Total :				77.42	.00
Total DEANS JR, WILLIAM P.:				77.42	.00
<b>DEARBORN LIFE INSURANCE COMPANY</b>					
	080120	INSURANCE - august 2020	07/23/2020	346.10	346.10

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
Total :				346.10	346.10
Total DEARBORN LIFE INSURANCE COMPANY:				346.10	346.10
<b>DIMIER, GREG</b>					
	2466	REC CENTER REFUND	06/25/2020	57.50	.00
Total :				57.50	.00
Total DIMIER, GREG:				57.50	.00
<b>DURISKO, HELEN</b>					
	2460	REC CENTER REFUND	06/24/2020	84.50	.00
Total :				84.50	.00
Total DURISKO, HELEN:				84.50	.00
<b>EDMONDSON, BEAU</b>					
	14.5260.32	REFUND UTILITY DEPOSIT	07/14/2020	353.47	.00
Total :				353.47	.00
Total EDMONDSON, BEAU:				353.47	.00
<b>ENERGY LABORATORIES, INC</b>					
DEPARTMENT 6250	324768	WASTEWATER EFFLUENT TEST	07/06/2020	450.00	.00
Total :				450.00	.00
Total ENERGY LABORATORIES, INC:				450.00	.00
<b>ENGLISH, SHAWN</b>					
	2490	REC CENTER REFUND	06/25/2020	104.00	.00
Total :				104.00	.00
Total ENGLISH, SHAWN:				104.00	.00
<b>EXPRESS SERVICES INC</b>					
	24075248	INPUT REC CENTER MEMBERSHIP	06/24/2020	1,141.76	.00
	24097426	INPUT REC CENTER MEMBERSHIP	07/01/2020	512.00	.00
Total :				1,653.76	.00
Total EXPRESS SERVICES INC:				1,653.76	.00
<b>FARLOW, IRENE</b>					
DBA: CODY CAB LLC	62920	TIPSY TAXI PROGRAM	07/21/2020	196.00	.00
Total :				196.00	.00
Total FARLOW, IRENE:				196.00	.00
<b>FINLEY, KARI</b>					
	2491	REC CENTER REFUND	06/25/2020	68.00	.00

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
Total :				68.00	.00
Total FINLEY, KARI:				68.00	.00
<b>FORSTER, TYLER</b>					
	2492	REC CENTER REFUND	06/25/2020	25.50	.00
Total :				25.50	.00
Total FORSTER, TYLER:				25.50	.00
<b>FORWARD CODY WYOMING, INC</b>					
	063020	GUNWERKS MANUFACTURING FACILITY	06/30/2020	90,543.00	.00
Total :				90,543.00	.00
Total FORWARD CODY WYOMING, INC:				90,543.00	.00
<b>FRENCH, KAITY</b>					
	2493	REC CENTER REFUND	06/25/2020	51.00	.00
Total :				51.00	.00
Total FRENCH, KAITY:				51.00	.00
<b>GEORGE, MEGAN</b>					
	2459	REC CENTER REFUND	06/24/2020	11.88	.00
Total :				11.88	.00
Total GEORGE, MEGAN:				11.88	.00
<b>GETTINGS, SHAWN</b>					
	2446	REC CENTER REFUND	06/22/2020	42.50	.00
Total :				42.50	.00
Total GETTINGS, SHAWN:				42.50	.00
<b>GLASS, JACOB</b>					
	2494	REC CENTER REFUND	06/25/2020	168.00	.00
Total :				168.00	.00
Total GLASS, JACOB:				168.00	.00
<b>GOV'T FINANCE OFFICERS' ASSOC</b>					
	0233985	GFOA MEMBERSHIP - LUANA	07/22/2020	150.00	.00
Total :				150.00	.00
Total GOV'T FINANCE OFFICERS' ASSOC:				150.00	.00
<b>HARRIS TRUCKING AND CONSTRUCTION CO.</b>					
	134332	ASPHALT - 19TH & PIONEER	07/04/2020	546.63	.00

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
Total :				546.63	.00
Total HARRIS TRUCKING AND CONSTRUCTION CO.:				546.63	.00
<b>HEBRLEE, TRENT STEVEN</b>					
HOTLINE ELECTRICAL SALES & SERV	28458	F6/9/36S 3ph 4w c20 120-480v dmd	07/20/2020	1,480.00	.00
HOTLINE ELECTRICAL SALES & SERV	28458	F14/15/16S 3ph 4w c200 120-480v	07/20/2020	1,480.00	.00
HOTLINE ELECTRICAL SALES & SERV	28458	METER	07/20/2020	380.00	.00
Total :				3,340.00	.00
Total HEBRLEE, TRENT STEVEN:				3,340.00	.00
<b>INTERMOUNTAIN DENTAL LAB</b>					
	10.1110.10	REFUND UTILITY DEPOSIT	07/17/2020	849.39	.00
Total :				849.39	.00
Total INTERMOUNTAIN DENTAL LAB:				849.39	.00
<b>ISENSEE, NANCY</b>					
	2441	REC CENTER REFUND	06/19/2020	31.50	.00
Total :				31.50	.00
Total ISENSEE, NANCY:				31.50	.00
<b>JOHNSEY, JENESSA</b>					
	2488	REC CENTER REFUND	06/25/2020	8.50	.00
Total :				8.50	.00
Total JOHNSEY, JENESSA:				8.50	.00
<b>KENDRICK IV, JOHN</b>					
	2496	REC CENTER REFUND	06/25/2020	128.00	.00
Total :				128.00	.00
Total KENDRICK IV, JOHN:				128.00	.00
<b>KING, CONNIE</b>					
	2540	REC CENTER REFUND	06/29/2020	47.00	.00
Total :				47.00	.00
Total KING, CONNIE:				47.00	.00
<b>KIP B THIEL CONSTRUCTION INC</b>					
	BLD-0720-001	REFUND OVERPAYMENT ON PERMIT	07/09/2020	3,220.00	.00
Total :				3,220.00	.00
Total KIP B THIEL CONSTRUCTION INC:				3,220.00	.00
<b>KLUTE INC</b>					
	4808	SWITCH PLATE FOR P109-PENDLEY	07/13/2020	2,795.48	.00

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
Total :				2,795.48	.00
Total KLUTE INC:				2,795.48	.00
<b>KOSMANN, KRISTINA</b>					
	2516	REC CENTER REFUND	06/25/2020	17.00	.00
Total :				17.00	.00
Total KOSMANN, KRISTINA:				17.00	.00
<b>KUENN, STACY</b>					
	2498	REC CENTER REFUND	06/25/2020	160.00	.00
Total :				160.00	.00
Total KUENN, STACY:				160.00	.00
<b>KURTZ, DON</b>					
	2452	REC CENTER REFUND	06/24/2020	46.00	.00
Total :				46.00	.00
Total KURTZ, DON:				46.00	.00
<b>LANDERMAN, MARK</b>					
	2497	REC CENTER REFUND	06/25/2020	85.00	.00
Total :				85.00	.00
Total LANDERMAN, MARK:				85.00	.00
<b>LEE, ALLAN</b>					
	08132020	CONCERTS IN THE PARK	08/04/2020	100.00	.00
Total :				100.00	.00
Total LEE, ALLAN:				100.00	.00
<b>LOVERA, BRANDY</b>					
	2463	REC CENTER REFUND	06/25/2020	35.21	.00
Total :				35.21	.00
Total LOVERA, BRANDY:				35.21	.00
<b>MAXWELL, BRANDON</b>					
MAXWELL FLOORING DBA ABBEY CA	2062	MINI GOLF GREEN REPLACEMENT	06/10/2020	2,589.62	.00
Total :				2,589.62	.00
Total MAXWELL, BRANDON:				2,589.62	.00
<b>MAYTON, GREG</b>					
	2465	REC CENTER REFUND	06/25/2020	52.81	.00
	2518	REC CENTER REFUND	06/25/2020	18.00	.00

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
Total :				70.81	.00
Total MAYTON, GREG:				70.81	.00
<b>MERCO, INC</b>					
	70120	INSURANCE COST - BIG HORN AVE DETENTION PONDS	07/01/2020	1,125.00	.00
Total :				1,125.00	.00
Total MERCO, INC:				1,125.00	.00
<b>MICRO-COMM. INC.</b>					
	070820	AGREEMENT FOR SCADA SYSTEM	07/08/2020	2,957.00	.00
	070820	AGREEMENT FOR SCADA SYSTEM	07/08/2020	1,512.00	.00
	070820	AGREEMENT FOR SCADA SYSTEM	07/08/2020	1,925.00	.00
	070820	AGREEMENT FOR SCADA SYSTEM	07/08/2020	481.00	.00
Total :				6,875.00	.00
Total MICRO-COMM. INC.:				6,875.00	.00
<b>MILES, MARY</b>					
	2445	REC CENTER REFUND	06/22/2020	52.50	.00
Total :				52.50	.00
Total MILES, MARY:				52.50	.00
<b>MILLER, STEVE</b>					
	11.0460.10	REFUND CREDIT BALANCE	07/15/2020	500.00	.00
Total :				500.00	.00
Total MILLER, STEVE:				500.00	.00
<b>MITCHELL, STEFANI</b>					
	4.0820.31	REFUND UTILITY DEPOSIT	07/16/2020	191.16	.00
Total :				191.16	.00
Total MITCHELL, STEFANI:				191.16	.00
<b>MONTOVOL, RUBEN</b>					
	2443	REC CENTER REFUND	06/22/2020	150.00	.00
Total :				150.00	.00
Total MONTOVOL, RUBEN:				150.00	.00
<b>NADING, SHARON</b>					
	2545	REC CENTER REFUND	06/30/2020	25.00	.00
Total :				25.00	.00
Total NADING, SHARON:				25.00	.00

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
<b>NASDEO, CHARLOTTE</b>					
	2536	REC CENTER REFUND	06/29/2020	36.75	.00
Total :				36.75	.00
Total NASDEO, CHARLOTTE:				36.75	.00
<b>NCL OF WISCONSIN INC</b>					
NORTH CENTRAL LABS	441245	LAB SUPPLIES	07/03/2020	626.87	.00
Total :				626.87	.00
Total NCL OF WISCONSIN INC:				626.87	.00
<b>NIZIOLEK, JESSICA</b>					
	2499	REC CENTER REFUND	06/25/2020	59.50	.00
Total :				59.50	.00
Total NIZIOLEK, JESSICA:				59.50	.00
<b>NORTHWEST PIPE</b>					
	7353894	2" GALVANIZED STD	07/13/2020	226.80	.00
Total :				226.80	.00
Total NORTHWEST PIPE:				226.80	.00
<b>OLINGER, BRIAN</b>					
	16.2690.28	REFUND UTILITY DEPOSIT	07/07/2020	117.88	.00
Total :				117.88	.00
Total OLINGER, BRIAN:				117.88	.00
<b>OLIVER, JODY</b>					
	2468	REC CENTER REFUND	06/25/2020	84.00	.00
Total :				84.00	.00
Total OLIVER, JODY:				84.00	.00
<b>ORTNER, MIKE</b>					
	2442	REC CENTER REFUND	06/22/2020	84.50	.00
	2500	REC CENTER REFUND	06/25/2020	85.00	.00
Total :				169.50	.00
Total ORTNER, MIKE:				169.50	.00
<b>PAYTON, MELISSA</b>					
	2470	REC CENTER REFUND	06/25/2020	42.50	.00
Total :				42.50	.00
Total PAYTON, MELISSA:				42.50	.00

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
<b>PEHRINGER, JIM</b>					
	2543	REC CENTER REFUND	06/30/2020	74.00	.00
Total :				74.00	.00
Total PEHRINGER, JIM:				74.00	.00
<b>PETERS, MELINDA</b>					
	2457	REC CENTER REFUND	06/24/2020	52.71	.00
	2501	REC CENTER REFUND	06/25/2020	8.50	.00
Total :				61.21	.00
Total PETERS, MELINDA:				61.21	.00
<b>POND, JOHN</b>					
	2502	REC CENTER REFUND	06/25/2020	51.00	.00
Total :				51.00	.00
Total POND, JOHN:				51.00	.00
<b>POWELL BROTHERS PRODUCTIONS</b>					
	8062020	CONCERTS IN THE PARK	08/04/2020	1,000.00	.00
Total :				1,000.00	.00
Total POWELL BROTHERS PRODUCTIONS:				1,000.00	.00
<b>PREMIER VEHICLE INSTALLATION</b>					
	33649	POLICE CAR UPFIT	07/20/2020	12,211.30	.00
	33650	POLICE CAR UPFIT	07/20/2020	12,211.30	.00
Total :				24,422.60	.00
Total PREMIER VEHICLE INSTALLATION:				24,422.60	.00
<b>PROGRESSIVE BUSINESS PUBLICATIONS</b>					
	070120	SAFETY BULLETIN SUBSCRIPTION	07/01/2020	504.24	.00
Total :				504.24	.00
Total PROGRESSIVE BUSINESS PUBLICATIONS:				504.24	.00
<b>QUALITY ASPHALT PAVING, INC</b>					
	2060	ASPHALT PATCHING	07/09/2020	5,600.00	.00
	2064	ASPHALT PATCHING	07/15/2020	1,250.00	.00
Total :				6,850.00	.00
Total QUALITY ASPHALT PAVING, INC:				6,850.00	.00
<b>REECE, TRAVIS</b>					
	2537	REC CENTER REFUND	06/29/2020	315.00	.00
Total :				315.00	.00

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
Total REECE, TRAVIS:				315.00	.00
<b>REIMERS, KIRSTIN</b>					
	2503	REC CENTER REFUND	06/25/2020	68.00	.00
Total :				68.00	.00
Total REIMERS, KIRSTIN:				68.00	.00
<b>REYNOLDS, AMBER</b>					
	2504	REC CENTER REFUND	06/25/2020	48.00	.00
Total :				48.00	.00
Total REYNOLDS, AMBER:				48.00	.00
<b>RHODES, DUSTIN</b>					
	2467	REC CENTER REFUND	06/25/2020	19.16	.00
Total :				19.16	.00
Total RHODES, DUSTIN:				19.16	.00
<b>RINGEL, COTY</b>					
	2487	REC CENTER REFUND	06/25/2020	51.00	.00
Total :				51.00	.00
Total RINGEL, COTY:				51.00	.00
<b>ROBERTS, MIKE</b>					
	2447	REC CENTER REFUND	06/22/2020	86.94	.00
Total :				86.94	.00
Total ROBERTS, MIKE:				86.94	.00
<b>ROCKY MOUNTAIN POWER</b>					
	7172020	UTILITIES - ROCKY MOUNTAIN POWER	07/17/2020	27.92	.00
	7172020	UTILITIES - ROCKY MOUNTAIN POWER	07/17/2020	303.48	.00
Total :				331.40	.00
Total ROCKY MOUNTAIN POWER:				331.40	.00
<b>SABER PEST CONTROLL LLC</b>					
	AUD141	PEST CONTROL - AUDITORIUM	07/20/2020	80.00	.00
	CH141	PEST CONTROL - CITY HALL	07/20/2020	60.00	.00
	R138	PEST CONTROL - RECYCLING/SANITATION	06/30/2020	60.00	.00
	REC141	PEST CONTROL - REC CENTER	07/20/2020	90.00	.00
	REC141	PEST CONTROL - REC CENTER	07/20/2020	90.00	.00
	W138	PEST CONTROL - WASTEWATER DEPT	06/30/2020	50.00	.00
Total :				430.00	.00
Total SABER PEST CONTROLL LLC:				430.00	.00

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
<b>SABIN, TRISHA A</b>					
	2539	REC CENTER REFUND	06/29/2020	42.25	.00
Total :				42.25	.00
Total SABIN, TRISHA A:				42.25	.00
<b>SANDBAK, PAUL</b>					
	2449	REC CENTER REFUND	06/24/2020	46.00	.00
Total :				46.00	.00
Total SANDBAK, PAUL:				46.00	.00
<b>SANKEY, SHEILA</b>					
	2444	REC CENTER REFUND	06/22/2020	25.00	.00
Total :				25.00	.00
Total SANKEY, SHEILA:				25.00	.00
<b>SCHLAKE, JULIETT</b>					
	2534	REC CENTER REFUND	06/29/2020	100.00	.00
Total :				100.00	.00
Total SCHLAKE, JULIETT:				100.00	.00
<b>SCHLOSSER, DAVID W</b>					
PREFERRED PLUMBING & HEATING L	1715	REPAIRS TO STEAM ROOM	07/08/2020	1,052.27	.00
Total :				1,052.27	.00
Total SCHLOSSER, DAVID W:				1,052.27	.00
<b>SCHOONOVER, NOREEN</b>					
	2505	REC CENTER REFUND	06/25/2020	30.60	.00
Total :				30.60	.00
Total SCHOONOVER, NOREEN:				30.60	.00
<b>SHAW, TIMOTHY</b>					
	2506	REC CENTER REFUND	06/25/2020	51.00	.00
Total :				51.00	.00
Total SHAW, TIMOTHY:				51.00	.00
<b>SKEEN, RILEY</b>					
	2464	REC CENTER REFUND	06/25/2020	31.00	.00
Total :				31.00	.00
Total SKEEN, RILEY:				31.00	.00
<b>SMITH, JANICE</b>					
	2453	REC CENTER REFUND	06/24/2020	23.00	.00

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
Total :				23.00	.00
Total SMITH, JANICE:				23.00	.00
<b>SMITH, JEDEDIAH</b>					
	2535	REC CENTER REFUND	06/29/2020	39.38	.00
Total :				39.38	.00
Total SMITH, JEDEDIAH:				39.38	.00
<b>SOMMER, JESSICA</b>					
	2481	REC CENTER REFUND	06/20/2020	136.00	.00
Total :				136.00	.00
Total SOMMER, JESSICA:				136.00	.00
<b>STEPHENS, ERIN</b>					
	2517	REC CENTER REFUND	06/25/2020	107.00	.00
Total :				107.00	.00
Total STEPHENS, ERIN:				107.00	.00
<b>STROUD, KATELYN</b>					
	2462	REC CENTER REFUND	06/23/2020	26.25	.00
Total :				26.25	.00
Total STROUD, KATELYN:				26.25	.00
<b>SWOPE, KATHY</b>					
	2520	REC CENTER REFUND	06/29/2020	57.50	.00
Total :				57.50	.00
Total SWOPE, KATHY:				57.50	.00
<b>SYSTEMS GRAPHICS INC</b>					
ADVANCED INFO SYSTEMS	15199	OUTSOURCE BILLS	07/16/2020	15.84	.00
ADVANCED INFO SYSTEMS	15199	OUTSOURCE BILLS	07/16/2020	97.89	.00
ADVANCED INFO SYSTEMS	15199	OUTSOURCE BILLS	07/16/2020	89.63	.00
ADVANCED INFO SYSTEMS	15199	OUTSOURCE BILLS	07/16/2020	89.03	.00
ADVANCED INFO SYSTEMS	15199	OUTSOURCE BILLS	07/16/2020	110.63	.00
Total :				403.02	.00
Total SYSTEMS GRAPHICS INC:				403.02	.00
<b>TAYLOR, KRISTI</b>					
	2507	REC CENTER REFUND	06/25/2020	20.00	.00
Total :				20.00	.00
Total TAYLOR, KRISTI:				20.00	.00

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
<b>THOMAS, NELSON</b>					
	2455	REC CENTER REFUND	06/24/2020	57.50	.00
Total :				57.50	.00
Total THOMAS, NELSON:				57.50	.00
<b>THOMPSON, LAUREN</b>					
	2544	REC CENTER REFUND	06/30/2020	28.75	.00
Total :				28.75	.00
Total THOMPSON, LAUREN:				28.75	.00
<b>TWIGG, KEITH</b>					
	2509	REC CENTER REFUND	06/25/2020	72.00	.00
Total :				72.00	.00
Total TWIGG, KEITH:				72.00	.00
<b>VELAYO, EMMANUEL PHILLIP</b>					
	2511	REC CENTER REFUND	06/25/2020	42.50	.00
Total :				42.50	.00
Total VELAYO, EMMANUEL PHILLIP:				42.50	.00
<b>VORSTER, CARYN</b>					
	2510	REC CENTER REFUND	06/25/2020	152.00	.00
Total :				152.00	.00
Total VORSTER, CARYN:				152.00	.00
<b>WALLACE, WILLIE</b>					
	2538	REC CENTER REFUND	06/29/2020	504.00	.00
Total :				504.00	.00
Total WALLACE, WILLIE:				504.00	.00
<b>WARD, AUTUMN</b>					
	2542	REC CENTER REFUND	06/30/2020	235.50	.00
Total :				235.50	.00
Total WARD, AUTUMN:				235.50	.00
<b>WARNER, JENNY</b>					
	2512	REC CENTER REFUND	06/25/2020	136.00	.00
Total :				136.00	.00
Total WARNER, JENNY:				136.00	.00
<b>WENKE, JEANANN</b>					
	2513	REC CENTER REFUND	06/25/2020	122.40	.00

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
Total :				122.40	.00
Total WENKE, JEANANN:				122.40	.00
<b>WHITLOCK, ASHLEE</b>					
	2508	REC CENTER REFUND	06/25/2020	8.50	.00
Total :				8.50	.00
Total WHITLOCK, ASHLEE:				8.50	.00
<b>WIENER, JOEL</b>					
	2514	REC CENTER REFUND	06/25/2020	61.20	.00
Total :				61.20	.00
Total WIENER, JOEL:				61.20	.00
<b>WILDERMAN, LAURA</b>					
	2448	REC CENTER REFUND	06/23/2020	16.83	.00
Total :				16.83	.00
Total WILDERMAN, LAURA:				16.83	.00
<b>WILKERSON, RALPH</b>					
	2461	REC CENTER REFUND	06/24/2020	84.50	.00
Total :				84.50	.00
Total WILKERSON, RALPH:				84.50	.00
<b>WRIGHT, JOURDAN</b>					
	2495	REC CENTER REFUND	06/25/2020	17.00	.00
Total :				17.00	.00
Total WRIGHT, JOURDAN:				17.00	.00
<b>WYOMING CHILD SUPPORT</b>					
	72720	Garnishment	07/27/2020	225.23	225.23
Total :				225.23	225.23
Total WYOMING CHILD SUPPORT:				225.23	225.23
<b>WYOMING CONFERENCE OF BUILDING OFFICIALS</b>					
	072320	FY20-21 MEMBERSHIP DUES - S. COLLIER	07/23/2020	50.00	.00
Total :				50.00	.00
Total WYOMING CONFERENCE OF BUILDING OFFICIALS:				50.00	.00
<b>WYOMING DEPT OF HEALTH</b>					
	10011937	CALIFORM TESTING	07/01/2020	240.00	.00

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
Total :				240.00	.00
Total WYOMING DEPT OF HEALTH:				240.00	.00
<b>YATES, SHANNON</b>					
	2515	REC CENTER REFUND	06/25/2020	8.00	.00
Total :				8.00	.00
Total YATES, SHANNON:				8.00	.00
<b>YELLOWSTONE REGIONAL AIRPORT</b>					
	71520	REFUND ON OVERPAYMENT OF ELEC. UPGRADES EQUIPMENT	07/15/2020	1,750.00	.00
Total :				1,750.00	.00
Total YELLOWSTONE REGIONAL AIRPORT:				1,750.00	.00
<b>ZIVARO INC</b>					
	IS044046	EVAULT CLOUD DATA STORAGE	07/23/2020	28.24	.00
	IS044046	EVAULT CLOUD DATA STORAGE	07/23/2020	282.40	.00
	IS044046	EVAULT CLOUD DATA STORAGE	07/23/2020	9.41	.00
	IS044046	EVAULT CLOUD DATA STORAGE	07/23/2020	28.24	.00
	IS044046	EVAULT CLOUD DATA STORAGE	07/23/2020	56.48	.00
	IS044046	EVAULT CLOUD DATA STORAGE	07/23/2020	37.65	.00
	IS044046	EVAULT CLOUD DATA STORAGE	07/23/2020	367.12	.00
	IS044046	EVAULT CLOUD DATA STORAGE	07/23/2020	47.07	.00
	IS044046	EVAULT CLOUD DATA STORAGE	07/23/2020	28.24	.00
	IS044046	EVAULT CLOUD DATA STORAGE	07/23/2020	28.24	.00
	IS044046	EVAULT CLOUD DATA STORAGE	07/23/2020	28.25	.00
	IS044056	EVAULT CLOUD DATA STORAGE	07/23/2020	112.96	.00
	IS044056	EVAULT CLOUD DATA STORAGE	07/23/2020	1,129.61	.00
	IS044056	EVAULT CLOUD DATA STORAGE	07/23/2020	37.65	.00
	IS044056	EVAULT CLOUD DATA STORAGE	07/23/2020	112.96	.00
	IS044056	EVAULT CLOUD DATA STORAGE	07/23/2020	225.92	.00
	IS044056	EVAULT CLOUD DATA STORAGE	07/23/2020	150.61	.00
	IS044056	EVAULT CLOUD DATA STORAGE	07/23/2020	1,468.49	.00
	IS044056	EVAULT CLOUD DATA STORAGE	07/23/2020	188.27	.00
	IS044056	EVAULT CLOUD DATA STORAGE	07/23/2020	112.96	.00
	IS044056	EVAULT CLOUD DATA STORAGE	07/23/2020	112.96	.00
	IS044056	EVAULT CLOUD DATA STORAGE	07/23/2020	112.97	.00
Total :				4,706.70	.00
Total ZIVARO INC:				4,706.70	.00
Grand Totals:				364,639.08	148,140.39
				Payroll 7/22/2020	237,821.69
				Total	602,460.77

MEETING DATE: AUGUST 4, 2020  
DEPARTMENT: ADMINISTRATIVE SERVICES  
PREPARED BY: CINDY BAKER  
ADMIN SERVICES OFFICER  
DEPT. DIR. APPROVAL: \_\_\_\_\_  
CITY ADM. APPROVAL: \_\_\_\_\_

**AGENDA ITEM SUMMARY REPORT**  
**Request for New Restaurant Liquor License**

**ACTION TO BE TAKEN:**

Consider approving the request for a New Restaurant Liquor License

**SUMMARY OF INFORMATION:**

Monte Christo Bar & Grill LLC would like to apply for a new restaurant liquor license located as 2101 Roger Sedam Drive for the license term ending 07/31/2021.

**FISCAL IMPACT**

Receive \$916.66 in prorated fees and \$1,000 for the renewal of the annually, no negative impact.

**ALTERNATIVES**

1. Approve the Restaurant liquor license
2. Deny the Restaurant liquor license

**ATTACHMENTS**

Liquor license application, drawing, lease, statement of financial stability, food service permit.

**AGENDA & SUMMARY REPORT TO:**

Monte Cristo Bar & Grill LLC

**AGENDA ITEM NO. \_\_\_\_\_**

# NEW OR TRANSFER LIQUOR LICENSE OR PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY			
Customer #:	_____		
Trf from:	_____		
Reviewer:	Initials	Date	
Agent:		/	/
Chief:		/	/

**To be completed by City/County Clerk**

License Fees Annual Fee: \$ \_\_\_\_\_  
 Prorated Fee: \$ 1000.00  
 Transfer Fee: \$ \_\_\_\_\_  
 Publishing Fee: \$ 150.00  
 Publishing Fee Direct Billed to Applicant:

Local License #: \_\_\_\_\_  
 Date filed with clerk: 7 / 22 / 2020  
 Advertising Dates: (2 Weeks) 7/28 & 8/4  
 Hearing Date: 8 / 4 / 2020

License Term: 8 / 4 / 2020 Through 8 / 31 / 2021  
 Month Day Year Month Day Year

**LICENSING AUTHORITY:** Begin publishing promptly. As W.S. 12-4-104(d) specifies: **NO LICENSING AUTHORITY SHALL APPROVE OR DENY THE APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.**

Applicant: Monte Christo Bar & Grill LLC  
 Trade/Business Name (dba): Monte Christo Bar & Grill  
 Building to be licensed/Building Address: 2101 Roger Sedam Dr.  
Number & Street  
Cody WY 82414 Park  
City State Zip County  
 Mailing Address: 1038 Park Ave  
Number & Street or P.O. Box  
Cody WY 82414  
City State Zip  
 Business Telephone Number: (307) 529-2271 Fax Number: ( )  
 E-Mail Address: Monte Christo Bar and Grill @ AOL - Com  
 Brief legal description and the zoning of the licensed building or site for licensed building: W.S. 12-4-102 (a) (vi)  
Yellowstone Regional Airport Terminal Bld

<b>FILING FOR</b> <input checked="" type="checkbox"/> NEW LICENSE <input type="checkbox"/> TRANSFER OF LOCATION <input type="checkbox"/> TRANSFER OWNERSHIP FORMERLY HELD BY: _____	<b>FILING IN (CHOOSE ONLY ONE)</b> <input checked="" type="checkbox"/> CITY OF: <u>Cody</u> <input type="checkbox"/> COUNTY OF: _____ <input type="checkbox"/> ASSIGNMENT LETTER ATTACHED	<b>FILING AS (CHOOSE ONLY ONE)</b> <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> LP/LLP <input checked="" type="checkbox"/> LLC <input type="checkbox"/> CORPORATION <input type="checkbox"/> LTD PARTNERSHIP <input type="checkbox"/> ORGANIZATION <input type="checkbox"/> OTHER _____
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**TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)**

<input type="checkbox"/> RETAIL LIQUOR LICENSE ON-PREMISE ONLY (BAR) <input type="checkbox"/> OFF-PREMISE ONLY (PACKAGE STORE) <input type="checkbox"/> COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)	<input checked="" type="checkbox"/> RESTAURANT LIQUOR LICENSE <input type="checkbox"/> RESORT LIQUOR LICENSE <input type="checkbox"/> BAR AND GRILL LIMITED RETAIL (CLUB) <input type="checkbox"/> VETERANS CLUB <input type="checkbox"/> FRATERNAL CLUB <input type="checkbox"/> GOLF CLUB <input type="checkbox"/> SOCIAL CLUB	<input type="checkbox"/> MICROBREWERY <input type="checkbox"/> WINERY <input type="checkbox"/> DISTILLERY SATELLITE <input type="checkbox"/> WINERY SATELLITE <input type="checkbox"/> COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT <b>SPECIAL DESIGNATIONS</b> <input type="checkbox"/> CONVENTION FACILITY <input type="checkbox"/> CIVIC CENTER/EVENT CENTER/PUBLIC AUDITORIUM <input type="checkbox"/> GOLF CLUB <input type="checkbox"/> GUEST RANCH <input type="checkbox"/> RESORT
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To Assist the Liquor Division with scheduling inspections: **WHEN DO YOU OPERATE?**

<input checked="" type="checkbox"/> FULL TIME (e.g. Jan through Dec) (specify months of operation) from <u>Jan</u> to <u>Dec</u>	<input type="checkbox"/> SEASONAL/PART-TIME DAYS OF WEEK (e.g. Mon through Sat) from <u>Mon</u> to <u>Sun</u>	<input type="checkbox"/> NON-OPERATIONAL/PARKED HOURS OF OPERATION (e.g. 10a - 2a) from <u>4:30 AM</u> to <u>5:00 PM</u>
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**ALL APPLICANTS MUST COMPLETE QUESTIONS 1- 6**

1. BUILDING OWNERSHIP: Does the applicant? W.S. 12-4-103 (a) (iii)

(1) **OWN** the licensed building?  YES (own)

(2) **LEASE** the licensed building? (Lease must be through the term of the liquor license)  YES (lease)

If Yes, please submit a copy of the lease and indicate:

(A) When the lease expires, located on page 1 paragraph 4 of lease.

(B) Where the **Sales** provision for alcoholic or malt beverages is located, on page 6 paragraph 26 of lease.  
 (MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.)

2. To operate your liquor business, have you assigned, leased, transferred or contracted with any other person (entity) to operate and assert total or partial control of the license and the licensed building? W.S. 12-4-601 (b)  YES  NO
3. Does any manufacturer, brewer, rectifier, wholesaler, or through a subsidiary affiliate, officer, director or member of any such firm: W.S. 12-5-401, 12-5-402, 12-5-403
- (a) Hold any interest in the license applied for?  YES  NO
  - (b) Furnish by way of loan or any other money or financial assistance for purposes hereof in your business?  YES  NO
  - (c) Furnish, give, rent or loan any equipment, fixtures, interior decorations or signs other than standard brewery or manufacturer's signs?  YES  NO
  - (d) If you answered **YES** to any of the above, explain fully and submit any documents in connection there within:
- 
4. Does the applicant have any interest or intent to acquire an interest in any other liquor license issued by this licensing authority? W.S. 12-4-103 (b)  YES  NO
- If "YES", explain: \_\_\_\_\_

5. **If applicant is filing as an Individual, Partnership or Club:** W.S. 12-4-102 (a) (ii) & (iii)

Each individual, partner or club officer must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip <i>DO NOT LIST PO BOXES</i>	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

(If more information is required, list on a separate piece of paper and attach to this application.)

6. **If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership:** W.S. 12-4-102 (a) (iv) & (v)

Each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock of the corporation, limited liability company, limited liability partnership, or limited partnership, **and every officer, and every director** must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip <i>DO NOT LIST PO BOXES</i>	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Jorge Cardenas				1	99%	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

(If more information is required, list on a separate piece of paper and attach to this application)

**7. BAR AND GRILL LICENSE:**

Have you submitted a valid food service permit or application? W.S. 12-4-413 (a)  YES  NO

**8. RESTAURANT LICENSE:**

(a) Give a description of the dispensing room(s) and state where it is located in the building. W.S. 12-4-408 (b) (e.g. 10 x 12 room in SE corner of building): 9x9 Room

North side of Bid

(b) Have you submitted a valid food service permit or application? W.S. 12-4-407 (a)  YES  NO

(c) Have you attached a drawing of the establishment that includes the restaurant dispensing room(s)? W.S. 12-4-410 (f)  YES  NO

**9. RESORT LICENSE:**

Does the resort complex:

(a) Have an actual valuation of at least one million dollars, or have you committed or expended at least one million dollars (\$1,000,000.00) on the complex, excluding the value of the land? W.S. 12-4-401(b)(i)  YES  NO

(b) Include a restaurant and a convention facility which will seat at least one hundred (100) persons? W.S. 12-4-401(b)(ii)  YES  NO

(c) Include motel, hotel or privately owned condominium, town house or home accommodations approved for short term occupancy with at least one hundred (100) sleeping rooms? W.S. 12-4-401(b)(iii)  YES  NO

(d) If no on question (c), have a ski resort facility open to the general public in which you have committed or expended not less than 10 million dollars (\$10,000,000.00)? W.S. 12-4-401(b)(iv)  YES  NO

(e) Are you contracting/leasing the food and beverage services? W.S. 12-4-403(b)  
1. If Yes, have you submitted a copy of the food and beverage contract/lease?  YES  NO

**10. MICROBREWERY LICENSE:**

Will the license be held in conjunction with another liquor license? W.S. 12-4-412(b)(iii)  YES  NO

(a) If "YES", please specify type:  RETAIL  RESTAURANT  RESORT  BAR AND GRILL  WINERY

(b) Do you self distribute your products? W.S. 12-2-201(a) (Requires wholesaler license with the Liquor Division)  YES  NO

(c) Do you distribute your products through an existing malt beverage wholesaler? W.S. 12-2-201(g)(i) (Requires authorization to sell license with the Liquor Division)  YES  NO

**11. WINERY LICENSE:**

Will the license be held in conjunction with another liquor license? W.S. 12-4-412(b)(iii)  YES  NO

(a) If "YES", please specify type:  RETAIL  RESTAURANT  RESORT  BAR AND GRILL  MICROBREWERY

**12. LIMITED RETAIL (CLUB) LICENSE:**

**FRATERNAL CLUBS** W.S. 12-1-101(a)(iii)(B)

(a) Has the fraternal organization been actively operating in at least thirty-six (36) states?  YES  NO

(b) Has the fraternal organization been actively in existence for at least twenty (20) years?  YES  NO

**13. LIMITED RETAIL (CLUB) LICENSE:**

**VETERANS CLUBS** W.S. 12-1-101(a)(iii)(A):

(a) Does the Veteran's organization hold a charter by the Congress of the United States?  YES  NO

(b) Is the membership of the Veteran's organization comprised only of Veterans and its duly organized auxiliary?  YES  NO

**14. LIMITED RETAIL (CLUB) LICENSE:**

**GOLF CLUBS** W.S. 12-1-101(a)(iii)(D)/W.S. 12-4-301(e):

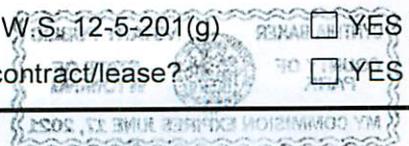
(a) Do you have more than fifty (50) bona fide members?  YES  NO

(b) Do you own, maintain, or operate a bona fide golf course together with clubhouse?  YES  NO

(c) Are you a political subdivision of the state that owns, maintains, or operates a golf course?  YES  NO

1. Are you contracting/leasing the food and beverage services? W.S. 12-5-201(g)  YES  NO

2. If Yes, have you submitted a copy of the food and beverage contract/lease?  YES  NO



15. LIMITED RETAIL (CLUB) LICENSE:

SOCIAL CLUBS W.S. 12-1-101(a)(iii)(E)/W.S. 12-4-301(b):

- (a) Do you have more than one hundred (100) bona fide members who are residents of the county in which the club is located?  YES  NO
- (b) Is the club incorporated and operating solely as a nonprofit organization under the laws of this state?  YES  NO
- (c) Is the club qualified as a tax exempt organization under the Internal Revenue Service?  YES  NO
- (d) Has the club been in continuous operation for a period of not less than one (1) year?  YES  NO
- (e) Has the club received twenty-five dollars (\$25.00) from each bona fide member as recorded by the secretary of the club and are club members at the time of this application in good standing by having paid at least one (1) full year in dues?  YES  NO
- (f) Does the club hold quarterly meetings and have an actively engaged membership carrying out the objectives of the club?  YES  NO
- (g) Have you filed a true copy of your bylaws with this application?  YES  NO
- (h) Has at least fifty one percent (51%) of the membership signed a petition indicating a desire to secure a Limited Retail Liquor License? (Petition Attached)  YES  NO

**REQUIRED ATTACHMENTS:**

- A statement indicating the financial condition and financial stability of the applicant W.S. 12-4-102 (a) (vi).
- Restaurants: include a drawing of the establishment that includes the dispensing room(s) W.S. 12-4-410 (f).
- Attach any lease agreements (especially for resort/political subdivisions leasing out food & beverage services) W.S. 12-4-103 (a) (iii)/ W.S. 12-4-403(b)/W.S. 12-4-301(e).
- If transferring a license from one ownership to another, a form of assignment from the current licensee to the new applicant authorizing the transfer W.S. 12-4-601 (b).

**OATH OR VERIFICATION**

(Requires signatures by **ALL** Individuals, **ALL** Partners, **ONE (1)** LLC Member, or **TWO (2)** Corporate Officers or Directors except that if all the stock of the corporation is owned by **ONE (1)** individual then that individual may sign and verify the application upon his oath, or **TWO (2)** Club Officers.) W.S. 12-4-102(b)

*Under penalty of perjury, and the possible revocation or cancellation of the license, I swear the above stated facts, are true and accurate.*

STATE OF WYOMING )  
 ) SS.  
COUNTY OF Park )

Signed and sworn to before me on this 22 day of July, 2020 that the facts alleged in the foregoing instrument are true by the following:

1)	<u>[Signature]</u> (Signature)	<u>Jorge Cardenas</u> (Printed Name)	<u>7/22/2020</u> Title
2)	_____ (Signature)	_____ (Printed Name)	_____ Title
3)	_____ (Signature)	_____ (Printed Name)	_____ Title
4)	_____ (Signature)	_____ (Printed Name)	_____ Title
5)	_____ (Signature)	_____ (Printed Name)	_____ Title
6)	_____ (Signature)	_____ (Printed Name)	_____ Title

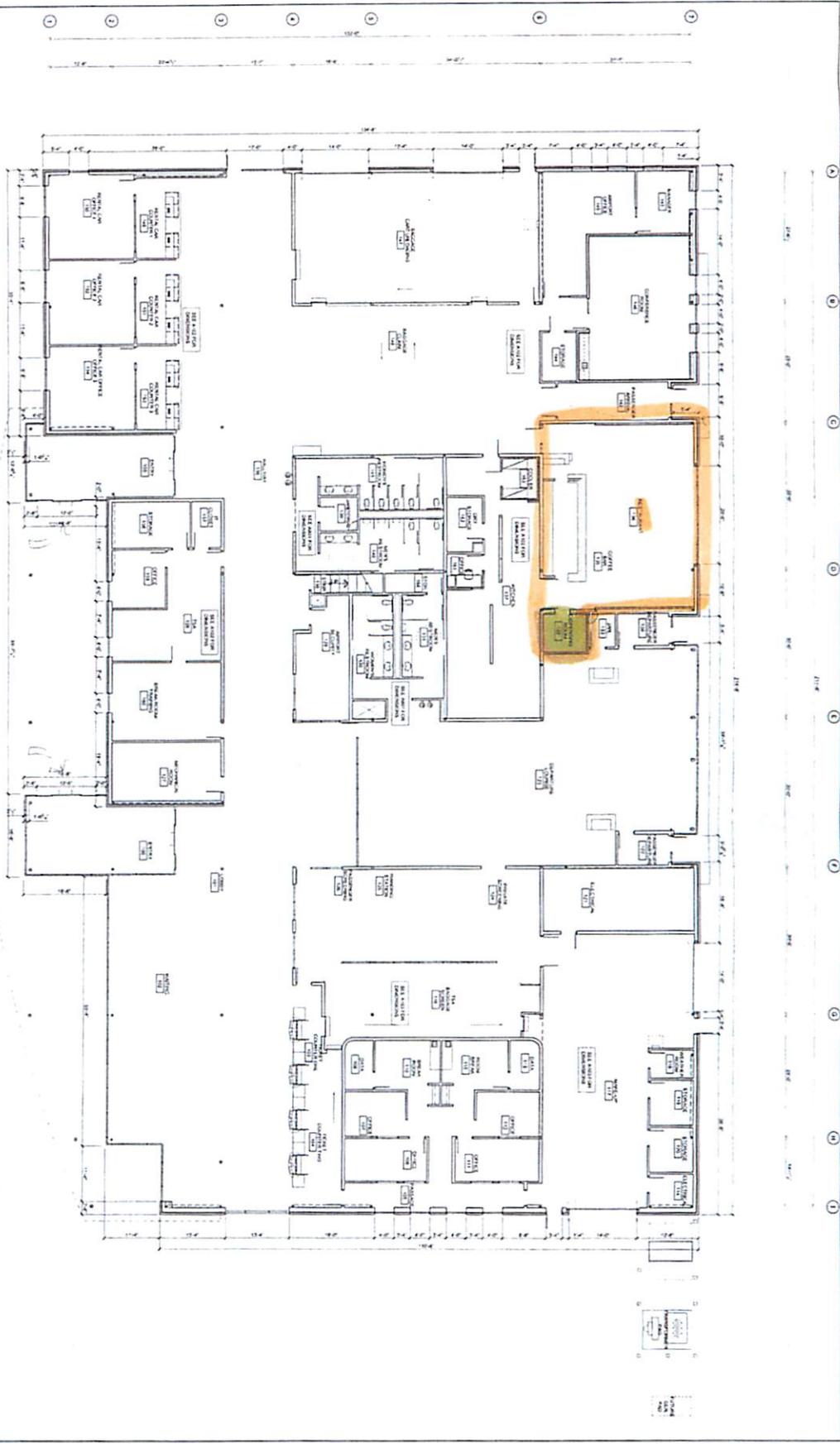
Witness my hand and official seal:



[Signature]  
Signature of Notary Public

My commission expires: 6/17/21

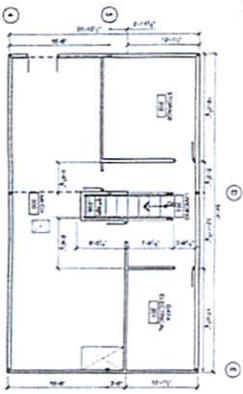
9x9 Dispensing Room



**PLAN LEGEND**

- WALL
- DOOR
- WINDOW
- PARTITION
- MECHANICAL PLATFORM
- FLOOR FINISH
- CEILING FINISH
- FLOOR FINISH (EXISTING)
- CEILING FINISH (EXISTING)
- FLOOR FINISH (NEW)
- CEILING FINISH (NEW)
- FLOOR FINISH (TO BE REMOVED)
- CEILING FINISH (TO BE REMOVED)
- FLOOR FINISH (TO BE ADDED)
- CEILING FINISH (TO BE ADDED)

DIMENSION PLAN



MECHANICAL PLATFORM DIMENSION PLAN

ORIGINAL DOCUMENTS STAMPED ON 04-15-09 - ORIGINALS ON RECORD AT CTA ARCHITECTS ENGINEERS

SHEET A100



DATE: 04-15-09  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]  
 PROJECT: NEW TERMINAL  
 SHEET: A100

**CONSTRUCTION DOCUMENTS**

**YELLOWSTONE REGIONAL AIRPORT  
 NEW TERMINAL  
 CODY, WYOMING**

NO.	REVISIONS



**FIRSTBANK™**

Division of Glacier Bank

July 22, 2020

City of Cody Wyoming  
1338 Rumsey Avenue  
Cody, WY 82414

To Whom It May Concern:

Please accept this letter as verification that Monte Christo Bar & Grill LLC and its owner, Jorge Cardenas, are customers of First Bank of Wyoming. All accounts have been maintained in a satisfactory manner. If you have additional questions please feel free to contact me at 307-587-3800.

Sincerely,

Derek Moore  
Vice President  
Branch Manager

# Monte Christo Bar & Grill

## Menu

### Breakfast:

- Breakfast Burritos – Comes with Egg, shredded cheese, potato tots, sour cream,  
Choice of meat – sausage, diced ham, pork chorizo, bacon,
- Bagels – plain, garlic – cream cheese packet(s), jam/jelly packet(s)

### Brunch: inspired by my favorite dishes around the west coast of California.

- Fisherman's Warf – Clam chowder in sour dough bread (or in a cup/bowl)
- Gladstone's on PCH & Sunset – coconut shrimp
- East L.A., El Tepeyac Café – Pork burrito with rice and beans smothered in shredded cheese & more cubed pork on top.
- Johnny's shrimp Boat – battered shrimp on white steamed rice with a rich brown gravy
- The Lighthouse in Long Beach – Spinach dip with pieces of lobster
- Puerto Nuevo in Baja California – Lobster with garlic butter. Mashed potatoes, green beans, and yellow kernel corn

### Additional Brunch plates

- Ribeye steak, mash potatoes, green beans, or yellow kernel corn
- New York Steak, mash potatoes, green beans, or yellow kernel corn
- Beef broccoli with steamed white rice (beef is ribeye/chuck steak)
- Shrimp broccoli with steamed white rice
- Asada or Ground Beef street tacos, diced onions & cilantro
- Asada or Ground Beef Nachos, chips, beans, diced onions, diced tomatoes, shredded cheese,
- Enchiladas – Bean, Ground Beef, cheese or shredded Chicken topped with cheese & sour cream - served flat on a 5" metal skillet
- Lasagna, Ground Beef & garlic bread
- Alfredo Pasta with or without breast chicken

Drinks: Coke & Pepsi products, coffee, milk, sweet/unsweetened Ice T, orange juice, Hot Tea

Beers – imported & domestic

Mixed Alcoholic Drinks

# BUSINESS LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter "Agreement") made and entered into this fifteenth day of July, 2020 by and between YELLOWSTONE REGIONAL AIRPORT JOINT POWERS BOARD, a Wyoming joint powers board formed pursuant to Wyoming statutes, hereinafter called "LANDLORD", Monte Christo Bar & Grill, LLC & Jorge Cardenas, hereinafter called "TENANT".

## WITNESSETH:

The LANDLORD does hereby lease to the TENANT and the TENANT does hereby rent from the LANDLORD, the following described real property situated in the County of Park, City of Cody, Wyoming to-wit:

A portion of the premises located at 2101 Roger Sedam Dr., Cody, Wyoming, within Yellowstone Regional Airport. Specifically, this lease agreement is for the portion of the premises designated as the restaurant, consisting of approximately 2,005 square feet, as shown on the attached Exhibit "A", which is incorporated with this Agreement. The above premises shall hereinafter be referred to as the "Leased Premises".

Upon the following expressed terms and conditions, to-wit:

1. The term of this lease shall commence on the seventeenth of August, 2020, and shall continue for a period of two years and fourteen days thereafter, expiring on the thirty first day of August, 2022, subject, however, to the right of either party to terminate the lease pursuant to the terms of this Agreement. The parties may agree to renew this lease for another two year term, upon such terms and conditions as they agree upon prior to the expiration of this term.
2. The TENANT agrees to pay the LANDLORD as rent for the Leased Premises the sum of \$300 per month for December 2020 – April 2022 and \$500 per month for May 2022 – August 2022. TENANT agrees to pay LANDLORD rent due for the month no later than the seventh day of the following month. There shall be a late charge of \$10.00 per day for all payments received after the 8<sup>th</sup> of the month. TENANT shall use the form attached as Exhibit "D" which is incorporated with this Agreement to calculate the rent due to LANDLORD. TENANT shall submit the completed "Exhibit "D" with the rental payment each month.

The LANDLORD agrees to waive the rent August 17 – November 2020.

3. The TENANT expressly covenants and agrees to use the Leased Premises for the purpose of operating a restaurant, and for no other purpose whatsoever without the prior written consent of the LANDLORD to such change in use of the Leased Premises. TENANT shall not commit or allow any waste to be committed upon the premises, nor allow any nuisance on the premises, and shall not use the premises or allow the

\_\_\_\_\_/\_\_\_\_

premises to be used for any improper, immoral or unlawful purpose. TENANT shall not allow its agent, principals, officers, employees, guests or invitees and others on the Leased Premises to smoke inside the Leased Premises. TENANT shall post signs, subject to approval by LANDLORD, that smoking is prohibited. TENANT shall comply with all requirements of all state, federal and local authorities, now in force or which may hereafter be enforced pertaining to said premises and the operation of said premises and shall faithfully observe in the use of the premises all local, state and federal statutes now in force or which may hereafter be enforced.

4. TENANT shall open the restaurant for business and shall operate for all commercial flight departures with the understanding the TENANT can close facility after the last commercial flight departure or by 5:00 p.m. Holiday operating hours will be mutually agreed upon. TENANT will be allowed to close on Sunday except June – August.
5. This lease may not be assigned or the Leased Premises sublet during the term of this lease without the prior written consent of the LANDLORD to such assignment or subletting.
6. The LANDLORD shall pay all real property taxes for the Leased Premises during the term of this lease, and the TENANT shall pay all personal property taxes accruing during the term of this lease for personal property owned by the TENANT and kept on the leased premises.
7. All utilities (electricity, water, gas, garbage / solid waste collection) used on the Leased Premises during the term of this lease shall be paid for by the LANDLORD. TENANT shall pay for all telephone and internet services for the Leased Premises.
8. The LANDLORD agrees to carry sufficient fire and extended coverage insurance on the Leased Premises during the term of this lease to cover the cost of rebuilding or repairing the Leased Premises in the event of total or partial destruction thereof. The TENANT agrees to carry and maintain general liability insurance for the Leased Premises in the minimum amount of \$1,000,000/\$2,000,000 at all times during the lease. TENANT shall provide LANDLORD a copy of said policy prior to occupancy for the LANDLORD to approve upon during the term of this lease. TENANT shall indemnify, hold and save LANDLORD harmless from any liabilities arising out of or occasioned by the use and occupancy by TENANT of the Leased Premises and any access thereto. TENANT shall promptly notify LANDLORD of any claims asserted against LANDLORD or TENANT on account of any injury or claimed injury to persons or property arising out of or occasioned by the use and occupancy of the demised premises or any access thereto. This indemnification shall include, but not be limited to, any and all judgments, decrees, settlements or other amounts against or paid by LANDLORD, and shall also include LANDLORD's reasonable attorney's fees and costs incurred in defending against such claim or action.

9. The LANDLORD shall be responsible for the exterior maintenance of the Leased Premises during the term of this lease, and the maintenance of the parking lot facility contiguous thereto which is used in conjunction with the Leased Premises. All maintenance, repairs, alterations or additions to the interior of the premises, including, but not limited to repairs and replacements of kitchen equipment, shall be made by the TENANT; provided, however, that all replacement or major repairs to the plumbing, heating, or electrical systems on the Leased Premises, which are not necessitated by the negligence of the TENANT, shall be paid for by the LANDLORD. TENANT is solely responsible for all routine cleaning and janitorial services required on the Leased Premises, including but not limited to the kitchen, kitchen equipment, interior windows, floors and carpets, and all window coverings. Upon termination of this Lease Agreement, TENANT shall return the equipment and Leased Premises to LANDLORD in as good condition as when received, reasonable wear and tear excepted. TENANT will be accessed a \$500 cleaning deposit in the form of a hold check returnable if premises is left in as good condition as when received.
10. The LANDLORD may enter upon and inspect the Leased Premises at all reasonable times during the term hereof.
11. All improvements placed upon the Leased Premises of a permanent nature by the TENANT shall be and become the property of the LANDLORD at the expiration of this lease, and the LANDLORD shall be under no obligation to reimburse the TENANT for any sums of money so expended in making permanent improvements on the Leased Premises; provided, however, that at the expiration of the term of this lease the TENANT shall be entitled to remove the following items installed, or to be installed on the premises by the TENANT, and the provision of this paragraph shall not be construed to prevent the removal of said items, to-wit: none.
12. Should the Leased Premises be destroyed or rendered uninhabitable through no act or fault of the TENANT, either by fire, act of God, or otherwise, then this Lease may be forthwith terminated by the TENANT, at his option, unless the LANDLORD, at its own expense, shall reconstruct said premises and render it suitable for the TENANT'S business within a period of ninety days, it being understood by the parties hereto that the rental payments shall be suspended during the period of time when said premises are rendered uninhabitable and unusable for the TENANT'S business. This includes forced closures due to pandemic conditions.
13. The TENANT promises and agrees that if default be made in the payment of rents or in the performance of any other conditions of this lease, that this lease may be forthwith terminated at the election of the LANDLORD and that the TENANT will

immediately surrender and deliver up possession of the Leased Premises to the LANDLORD upon receiving written notice from the LANDLORD of the breach of conditions of this lease and the election of the LANDLORD to so terminate the lease. In the event of such default by the TENANT, then the LANDLORD, in addition to other rights or remedies he may have, shall have the immediate right of re-entry and the right to remove all persons and property from the Leased Premises at the expense of the TENANT. Should the LANDLORD elect to re-enter, as herein provided, or should he take possession pursuant to legal proceedings or pursuant to any notice provided for by law, he may either terminate this lease, or he may, from time to time, without terminating this lease, re-let or re-lease the Leased Premises or any part thereof for such amount of rental and upon such terms and conditions as the LANDLORD, in his sole discretion and judgment, may deem advisable, and he may make such alterations, improvements and repairs to the Leased Premises as he may deem advisable. No such re-letting or re-leasing of the Leased Premises by the LANDLORD, under the circumstances set forth in this paragraph, shall be construed as an election on the LANDLORD'S part to terminate or cancel this lease, unless a written notice of such termination or cancellation is mailed by the LANDLORD to the TENANT at the address of the Leased Premises, nor shall such re-letting or re-leasing relieve the TENANT from liability to the LANDLORD for any and all damages, of whatsoever type or nature, which the LANDLORD may have or will suffer or incur as a result of the TENANT'S breach of any of the terms, covenants, provisions and conditions herein contained. Notwithstanding any such re-letting or re-leasing without termination of this lease by the LANDLORD, the LANDLORD may at any time thereafter elect to terminate the lease for such previous breach of the TENANT. In the event it should become necessary for the LANDLORD to employ an attorney to enforce any of the provision hereof, or to enforce any of them in legal proceedings, LANDLORD shall be entitled to recover of TENANT his costs in such behalf expended, plus a reasonable attorney's fee.

14. Either party may terminate this lease for convenience upon giving written notice to the other party at least ninety (90) days in advance of such termination. In the event of such termination, LESSEE shall continue to operate the restaurant until the termination date.
15. In the event this lease is terminated by reason of the default of TENANT, it is understood and agreed that the LANDLORD shall be entitled to retain any advance rental deposit herein made, to partially compensate LANDLORD for damage suffered by reason of such default. Nothing herein contained shall be construed, however, as precluding the LANDLORD from recovering from TENANT any further or additional damages which he may have suffered by reason of such default of the TENANT as provided in paragraph 12 hereof.

16. Upon expiration of the term of this lease, or any extension thereof, the TENANT agrees to surrender and deliver up possession of the Leased Premises to the LANDLORD in as good condition and repairs as the same are at this time, ordinary wear and tear excepted. In the event the Leased Premises shall be damaged beyond reasonable wear and tear, the TENANT agrees to immediately pay the LANDLORD such sum of money as shall be reasonably expended by the LANDLORD in restoring the Leased Premises to its former condition.
17. Should the TENANT continue in possession of the Leased Premises after the expiration of this lease, without a written extension or renewal hereof, such possession shall be on a month to month basis only and then at a monthly rate to be adjusted by LANDLORD.
18. The failure of LANDLORD to insist, in any one or more instances, upon a strict performance of any of the obligations, covenants or agreements herein contained, or the failure of LANDLORD in any one or more instances to exercise any option, privilege or right herein contained, shall in no way be construed to constitute a waiver, relinquishment or release of such obligations, covenants or agreements, and no forbearance by the LANDLORD of any default hereunder shall in any manner be construed as constituting a waiver of such default.
19. If the TENANT shall be declared insolvent or bankrupt, or if any assignment of his property shall be made for the benefit of his creditors or others, or the TENANT'S leasehold interest herein shall be levied upon under execution, or taken by virtue of any writ of any Court of Law, or if a Trustee in Bankruptcy or a receiver is appointed for the property of the TENANT, then and upon the happening of any one of these events, the LANDLORD may, at his option, immediately, with or without notice, terminate and cancel this lease, and immediately retake possession of the Leased Premises without thereby occasioning any forfeiture of the obligations of the TENANT previously accrued under this lease.
20. In the event all or any part of the Leased Premises shall be taken by right of eminent domain, or in the event the LANDLORD makes a conveyance of all or any part of the Leased Premises in lieu of taking by right of eminent domain, then this lease shall, at the option of the LANDLORD, cease and terminate. In such event, the TENANT shall not be required to make any further rental payments to the LANDLORD and the TENANT shall have the right to remove from the Leased Premises any and all furniture, machinery and fixtures set forth in Paragraph 10 hereof. In such event of a taking of all or part of the Leased Premises by right of eminent domain or a conveyance in lieu of such taking, the LANDLORD shall receive the entire award or price which the condemning or taking governmental authority will pay for the Leased Premises.
21. TENANT understands and acknowledges that Yellowstone Regional Airport Joint Powers

Board operates a commercial and general aviation airport, and is subject to regulation by the Federal Aviation Administration (FAA) and Transportation Security Administration (TSA). FAA & TSA regulations may, from time to time, require LANDLORD to adjust, modify or change the scope or terms of TENANT'S lease, including but not limited to days of operation. In the event such modifications or changes substantially limit or close TENANT'S ability to operate the Leased Premises as a restaurant, LANDLORD and TENANT agree to adjust the amount of rent due for such period of time.

22. TENANT acknowledges they will provide services to both the public & secured passenger area of the facility.
23. TENANT will be allowed to offer product for sale in secured passenger area of the airport provided the following conditions are adhered to:
  - The TENANT will complete a daily inventory of knives and cutlery prior to opening and prior to closing the facility. The daily inventory documents will be made available to the Landlord and TSA upon request.
  - Eating utensils for customer use will be of a plastic type (no metal) material.
  - All TENANT employees must successfully complete a Criminal History Records Check (CHRC) and a TSA Security Threat Assessment (STA). Associated costs are the responsibility of the individual or TENANT.
  - Upon clearance TENANT employees will be issued a special identification badge which must be displayed at all times. Upon termination, TENANT agrees badges will be returned to the Airport Administration Office. TENANT will be assessed a \$100 administrative fee for all unreturned badges.
  - TENANT agrees to conform to all rules of the Transportation Security Administration (TSA).
24. TENANT acknowledges the kitchen area of the facility will be considered a Secured Area and ALL products and employees entering the kitchen area must be inspected by a badged Airport employee.
25. TENANT acknowledges all employees are to park in the designated employee parking area on the west end of the main parking lot. Designated restaurant parking is for customers of the facility not employees.
26. Landlord encourages TENANT to pursue available options to obtain a liquor dispensing license from the City of Cody. Tenant has the ability to sell alcoholic beverages and malt beverages.
27. TENANT will obtain necessary approval from the State of Wyoming Consumer Health Services.

28. This lease agreement is further subject to any and all Special Conditions which are contained on this lease in the appropriate space provided therefor.
29. Wherever used herein, the singular shall include the plural, and the use of any gender shall be applicable to all genders.
30. This lease shall bind and benefit alike the heirs, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their seals on the day and year first above written.

TENANT:  
Jorge Cardenas dba Monte Christo Bar  
& Grill

LANDLORD:

YELLOWSTONE REGIONAL AIRPORT JOINT  
POWERS BOARD

Signature: [Handwritten Signature]  
Name: Jorge Cardenas  
Title: CEO  
Date: 7/15/2020

Signature: [Handwritten Signature]  
Name: BOB HOOPER  
Title: DIRECTOR  
Date: 7/15/2020

#### SPECIAL CONDITIONS

- A. TENANT agrees that no pets will be kept on the leased premises.
- B. TENANT agrees that all costs and liabilities associated with signs on the Leased Premises shall be the TENANT'S responsibilities, and shall be subject to approval by LANDLORD.
- C. No dispute between LANDLORD and TENANT as to the LANDLORD or TENANT obligations under this lease shall excuse the payment of rent or the faithful performance of the conditions of said lease by either party.
- D. It is the TENANT'S sole responsibility to confirm compliance of the Leased Premises to the proposed use of the space including, but not limited to, zoning, fire, health department, and regulations, building permits, FAA regulations, and all other applicable

governmental rules and regulations. TENANT agrees to confirm, to his satisfaction, the acceptability of the Leased Premises for his proposed use as it conforms to the preceding.

- E. TENANT shall not maintain, use, or dispose of any hazardous materials on the Leased Premises.
- F. By entering into this Agreement, LANDLORD does not waive its governmental immunity as provided by Wyoming law, and does not waive any of the defenses, limitations or immunities provided by Wyoming law. LANDLORD expressly reserves the right to assert immunity as a defense to any action arising under this Agreement.
- G. TENANT will be responsible for cooking grease removal, exhaust hood cleaning & fire suppression annual servicing.

M

Liquor License Application Addendum  
Background Information Disclosure

Please disclose all convictions, guilty pleas and no contest pleas to any and all felonies and alcohol related offense in the past ten years. "Alcohol related offense" includes, but is not limited to the following:

- Driving While Under the Influence of Alcohol (DWUI/ DUI), and related offenses (Operating a vehicle while impaired; being in physical control of a vehicle while impaired or under the influence of alcohol, etc);
- Public Intoxication;
- Selling / Distributing / Furnishing alcohol to underage individuals;
- violations of any laws, regulations or ordinances pertaining to the sale, distribution or furnishing of alcohol.

**The following individuals are required to complete this disclosure. If the applicant is a/an:**

**Individual:** each individual on the application

**Partnership:** each partner

**Privately held corporation:** each officer, director and stockholder holding either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock of the corporation

**Limited liability company:** each officer, manager and member holding, either jointly or severally, ten percent (10%) or more of the outstanding ownership of the limited liability company

**Publicly traded corporation:** the on-site manager or managers. If the application is approved, each time a new manager is hired, that manager shall provide the criminal history information to the City within forty-five (45) days of hire

**Non-profit organization:** the organization shall be exempt from a criminal history background check. A non-profit organization shall provide documentation of its non-profit status to the City in lieu of providing the criminal history information.

Liquor License Applicant Name: Monte Christo Bar & Grill LLC  
 Individual Name: Serge Cardenas  
 Date: 7/21/2020

<u>Date</u>	<u>Offense</u>
_____	<u>N/A</u>
_____	_____
_____	_____

Signature: 

**BUSINESS PLAN**

**Monte Christo Bar & Grill LLC**  
2101 Roger Sedam Dr. Cody Wyoming 82414

July 22, 2020

## **Executive Summary**

### ***The Ownership***

The company will be structured as a limited liability company (LLC).

### ***The Management***

The management structure will be as follows:

Owner - will have hands on, on all sectors of the restaurant until covered by fully trained employees.

General Manager - Responsibility is to be onsite 1 1/2 hours before the 1st plane out in the morning.

Cashier(s) - Take orders, charge customers, basic house keeping.

### ***The Goals and Objectives***

Goals & objective of Monte Christo Bar & Grill is to primarily service our tourist & local community finding themselves at Yellowstone Regional Airport with good variety of food and drinks.

### ***The Product***

We will be offering Breakfast burritos, bagels in the morning & some heavier foods for brunch such as: Ribeye steak, New York Steak, Beef broccoli, Shrimp Broccoli, Coconut Shrimp, Spinach Dip with or without lobster pieces, New England Clam Chowder just to name a few.

### ***The Target Market***

The target market will cater to all pocket books. Bacon covered sliders, Enchiladas to Lobster & Ribeye plates.

### ***Pricing Strategy***

Pricing will be comparable to local establishment with daily specials. We will have the convenience of delivery or take out/curbside pick up.

### ***The Competitors***

No competitors, Monte Christo Bar & Grill is not cookie cutter box establishment. We will have at least two dishes from whatever local establishment servers. Example: Italian - we'll have Meat Lasagna and Chicken Alfredo. Chinese - We'll have Steamed Rice with Garlic Shrimp and Beef Broccoli.

Mexican - Enchiladas, Asada Street Tacos, Burritos, Nachos. Just to name few.

## **Business Plan - Monte Christo Bar & Grill LLC**

### **The Company**

#### *Business Sector*

The owners would like to start a business in the food and accommodation services sector.

#### *Company Goals and Objectives*

Goals & objective of Monte Christo Bar & Grill is to primarily service our tourist & local community finding themselves at Yellowstone Regional Airport with good variety of food and drinks.

#### *Company Ownership Structure*

The company will be structured as a limited liability company (LLC)

#### *Ownership Background*

Jorge Cardenas (member):

The owner is co-founder of an establish Mexican restaurant in Cody WY called: Michael's Tacos, named after his son. Good ingredients & good customer service is the makings for a good establishment.

#### *Company Management Structure*

The management structure will be as fallows:

Owner - will have hands on, on all sectors of the restaurant until covered by fully trained employees.

General Manager - Responsibility is to be onsite 1 1/2 hours before the 1st plane out in the morning.

Cashier(s) - Take orders, charge customers, basic house keeping.

#### *Organizational Timeline*

The timeline for this objective would be immediate. Once approved by the health inspector we would be able to serve food from our breakfast and brunch menu.

#### *Company Assets*

Some assets that Monte Christo Bar & Grill is bringing is: 75" 4K smart television set, 55" 4K Smart television sets, 40" 4K Smart television sets, Dolby THX surround sound system, Gold Grand Marquee Cinema Sign.

## **The Product**

### *The Product*

We will be offering Breakfast burritos, bagels in the morning & some heavier foods for brunch such as: Ribeye steak, New York Steak, Beef broccoli, Shrimp Broccoli, Coconut Shrimp, Spinach Dip with or without lobster pieces, New England Clam Chowder just to name a few.

### *Future Products*

The ultimate goal is to put Monte Christo Bar & grill on the map with up and coming comedians. Display on my Cinema Marquee: Now Featuring the best of local and far away comics.

## **Marketing Plan**

### *The Target Market*

The target market will cater to all pocket books. Bacon covered sliders, Enchiladas to Lobster & Ribeye plates.

### *Location Analysis*

It's all perception and marketing. Yes the airport is a bit out of the way but for great food, service, get away from your 4 walls it's worth the trip. Plenty of parking, surrounded by two big campgrounds. Almost forgot, we will have a great surround sound system.

### *Pricing*

Pricing will be comparable to local establishment with daily specials. We will have the convenience of delivery or take out/curbside pick up.

### *Advertising*

Ads will run in newspaper & social media.

## **Competitor Analysis**

### *The Competitors*

No competitors, Monte Christo Bar & Grill is not cookie cutter box establishment. We will have at least two dishes from whatever local establishment servers. Example: Italian - we'll have Meat Lasagna and Chicken Alfredo. Chinese - We'll have Steamed Rice with Garlic Shrimp and Beef Broccoli. Mexican - Enchiladas, Asada Street Tacos, Burritos, Nachos. Just to name few.

### **SWOT Analysis (Strengths/Weaknesses/Opportunities/Threats)**

#### *Strengths*

We will offer a one stop shop for your favorite dish.  
We will have a terrific surround sound system.  
We will have many various sizes of 4K Smart TV's for entertainment.  
We will offer delivery during certain times.  
Plenty of parking space  
One of the best places to dine with great scenic views.

#### *Weaknesses*

If I had to choose a weakness it will be to convince people why they should drive and burn 10 calories from the parking lot into the establishment.

#### *Opportunities*

The opportunities facing the company is: The kitchen is huge the dining room is adequate and plenty of tourist flying in and out of Cody (baring Covid 19). It's like a big thoroughbred horse that no one understands. A horse that never had the right trainer to make it a winner.

#### *Threats*

The only threat if any would be if the airport shuts down. People still need to eat, I'm willing to keep food coming out of the kitchen even if it means no dine in.

### **Operations**

#### *Daily Operations*

Restaurant will open 1 hour before 1st flight out in the morning and closed by 5:00 pm.

#### *Staffing*

Monte Christo Bar & Grill is planning of having at least two staffed during winter season and four to five during tourist season - June ~ August.

**Monte Christo Bar & Grill LLC**

**Projected Income Statement**

For the year ending the 1st day of September: (USD - US Dollars)

	2020
	\$
<b>Revenues:</b>	
Gross Sales:	10,000.00
Less Cost of Goods Sold:	(4,000.00)
<b>Gross Profit:</b>	<b>6,000.00</b>
<b>Expenses:</b>	
Sales and Marketing	150.00
Research and Development	0.00
Insurance	100.00
Legal and Professional Services	0.00
Bookkeeping	100.00
Rent	300.00
Utilities	0.00
Repairs and Maintenance	0.00
General Office	0.00
Entertainment	0.00
Licenses	125.00
Salaries and Benefits	2,250.00
Bank Fees	0.00
Interest	0.00
Miscellaneous Expenses	0.00
<b>Total Expenses:</b>	<b>3,025.00</b>
<b>NET INCOME (Before Tax):</b>	<b>2,975.00</b>

MEETING DATE: AUGUST 4, 2020  
DEPARTMENT: PARKS, RECREATION &  
PUBLIC FACILITIES  
PREPARED BY: MIKE FINK  
PRESENTED BY: RICK MANCHESTER  
JANIE CURTIS

## **AGENDA ITEM SUMMARY REPORT**

### **Buffalo Bill Cody Races Half Marathon and 10K**

#### **ACTION TO BE TAKEN**

Request City Council to approve the Buffalo Bill Cody Races to hold a half marathon (13.1 Miles) and a 10 K (6.2 Mile) race starting at 9 am on September 19, 2020.

#### **STAFF RECOMMENDATIONS AND CONDITIONS:**

- 1) Approve the Closure of 10<sup>th</sup> Street from Sheridan to Beck on Saturday, September 19<sup>th</sup> starting at 6:00 AM till 2:00 PM
- 2) Authorize start of races to occur from 10<sup>th</sup> Street or physically within the Park.
- 3) Authorize the Malt Beverage Permit and Open Container Permit for Saturday – noting Event Coordinator to follow “Alcohol Event Checklist” provided.
- 4) Event Coordinators will work with City Staff on the set up and removal of barricades for street closure
- 5) Event Coordinators will work with Cody PD for the assistance at 17<sup>th</sup> & Beck, noting if on duty officers are not available. Event Coordinators are willing to pay for Off-Duty Officers assistance.
- 6) Authorize permitted Vendors to set up on 10<sup>th</sup> Street, if authorized or requested by Event Coordinators
- 7) Provide Liability Insurance for event.

#### **SUMMARY OF INFORMATION**

On September 19, 2020, starting at 9 am, Buffalo Bill Cody Races would like to hold their third annual half marathon and 10K race starting and ending at City Park. These races are being developed to be sustainable, long-term events in Cody that not only benefit individual community members through participation and involvement, but also businesses, local area non-profits, and the city as a whole.

In the 2017, inaugural year, the Buffalo Bill Cody Races were able to raise \$2,100 to donate to local organizations in need such as Heart Mountain Volunteer Clinic, CHS Team Leadership Coalition, the Outdoor Club, and Heart Mountain Wreck on Wheels Roller Derby.

The Buffalo Bill Cody Races are requesting assistance with traffic control at the intersection of 17<sup>th</sup> Street and Beck Avenue between 9am and 10am to allow safe crossing by the runners.

They would also request a street closure on 10 Street between Sheridan Avenue and Beck Avenue from 5 am until 3 pm, and on Beck Avenue between 9<sup>th</sup> and 10<sup>th</sup> Street. (Due to Fall School Athletic Events and issues in the past, as well as, Beck Ave being a main corridor for Emergency Vehicles, City Staff is **not recommending** the closure of Beck Ave. Buffalo Bill Races would also request a Malt Beverage Permit and an open container permit.

### **10K Course**

- 10<sup>th</sup> Street south to Beck Avenue
- Beck Avenue east to 20<sup>th</sup> Street
- 20<sup>th</sup> Street north to East Sheridan Avenue
- Sheridan Avenue east to 31<sup>st</sup> Street
- 31<sup>st</sup> Street south to East Carter Avenue
- East Carter Avenue west to 29<sup>th</sup> Street
- 29<sup>th</sup> Street south and turning into Mountain View Drive then onto Lt. Childers Street
- Lt. Childers Street south to Greybull Highway
- Greybull Highway west to Meadow Lane Avenue
- Meadow Lane Avenue west to Skyline Drive
- Skyline Drive/ South Fork Avenue north to 11<sup>th</sup> Street
- 11<sup>th</sup> Street north to Alger Avenue
- Alger Avenue west to 10<sup>th</sup> Street
- 10<sup>th</sup> Street to Start/Finish at City Park

**Proposed Closure: 10<sup>th</sup> Street between Sheridan Avenue and Beck Avenue 6 am to 2 pm:**

**Proposed Crossing:** A Police Officer would be ideal at the intersection of 17<sup>th</sup> Street and Beck Avenue between 9 am and 10 am. All runners should have crossed by then.

### **Half Marathon Course**

- Follow 10<sup>th</sup> Street south to Beck Avenue and turn left onto Beck Avenue
- East on Beck Avenue for .93 miles to 20<sup>th</sup> Street
- Left on 20<sup>th</sup> Street north to East Sheridan
- Sheridan Avenue east for 2 miles to Beacon Hill Road
- Beacon Hill Road north for .25 miles to Powell Highway

(Runners remain on right side of Powell Highway for this short section. Ample shoulders and two traffic lanes allow runners to remain safe without having to cross this busy highway).

- Powell Highway east for 1.5 miles to Sage Creek Road
- Sage Creek Road south to Greybull Highway

(Runners cross Highway here to continue running on the left side of Greybull Highway).

- Greybull Highway west for 4.25 miles
- Meadow Lane Avenue for almost .5 miles
- Heart Mountain Street north for .5 miles to Beck Avenue
- Beck Avenue west back to start/finish

**Proposed Closure: 10<sup>th</sup> Street between Sheridan Avenue and Beck Avenue 6 am to 2 pm:**

**Proposed Crossing:** A Police Officer would be ideal at the intersection of 17<sup>th</sup> Street and Beck Avenue between 9 am and 10 am. All runners should have crossed by then.

### **FISCAL IMPACT**

The City of Cody would provide traffic control at the intersection of 17<sup>th</sup> Street and Beck Avenue using scheduled Police Department personnel.

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

There is a \$25.00 charge for reserving the City Park.

The City of Cody has an \$80.00 charge for Open Container and Malt Beverage Permits. The Buffalo Bill Cody Races will provide the Recreation Department with proof of insurance for this event.

### **ALTERNATIVES**

1. Approve the Buffalo Bill Cody Races
2. Approve with conditions
3. Deny the request

### **ATTACHMENTS**

Maps of the planned race routes

### **AGENDA & SUMMARY REPORT TO**

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

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

Janie Schneider, Buffalo Bill Cody Races (307) 213-0756

Chief Baker, City of Cody Police Department

Phillip Bowman, Public Facilities Director



# Buffalo Bill Cody Races

## Half Marathon and 10K

September 19th, 2020

### City of Cody Safety Precautions

#### Signage

Signs will be placed along race courses to alert traffic to the presence of runners and volunteers on course. All signage will be placed before the races start, and picked up as soon as the races finish. The following are locations for all signage. All signs located within City limits are highlighted.

- Beacon Hill Rd (south of East Sheridan to warn northbound traffic)
- Powell Highway (west of Beacon Hill to warn eastbound traffic)
- Powell Highway (east of Sage Creek to warn westbound traffic)
- Greybull hwy (east of Sage Creek to warn west-bound traffic)
- Meeteetse hwy (just south of Greybull hwy, to warn northbound traffic entering Greybull hwy)
- Greybull Hwy (just east of Lt Childers St to warn west-bound traffic)
- Stampede Ave (just east of Skyline to alert west bound traffic/those turning)
- East Sheridan (just west of 20th where runners enter course to alert east bound traffic)
- Mountain View Dr (west of 29<sup>th</sup> St curve to alert northeast-bound traffic)
- 17<sup>th</sup> St/Hwy 14/16/20 (north of McDonalds, to alert southeast-bound traffic)
- 17<sup>th</sup> St/Hwy 14/16/20 (south of McDonalds to alert north/westbound traffic on 17th)
- Meadow Lane Ave (east of 13th to alert west bound traffic)
- Meadow Lane Ave (west of 13th to alert west bound traffic)
- 11th & Alger (just south of Alger to alert south-bound traffic)
- Beck Ave – by highschool to alert east bound traffic)
- Beck Ave (east of 13<sup>th</sup> to alert westbound traffic)

#### Aid Stations in City limits

Aid stations are located off the roads and sidewalks and are conducted with permission from all entities involved.

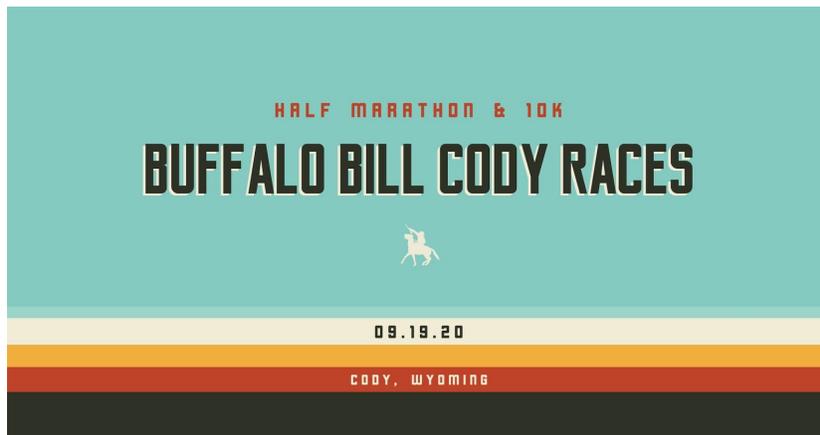
- #1: Sunset School
- #4: Bomgaars

#### Volunteers

These are potentially dangerous and/or confusing intersections within City limits along both courses where volunteers will be placed to alert and watch for traffic, and direct runners if a turn is required. Volunteers will not be directing traffic.

- 20th & East Sheridan - Runners will be heading north on 20th and crossing/turning right onto East Sheridan. 1 Volunteer will be located here to ensure runners safely cross East Sheridan to run on the sidewalk up the East Sheridan Hill.
- Hwy 14/16/20 & Meadow Lane Ave (McDonalds Corner) - Runners will be heading north against traffic (on the left side of the street/sidewalk), and turning left at McDonalds. 1 Volunteer will be here to ensure runner's make the turn, and to watch for any traffic turning onto Meadow Lane Ave from Hwy 14/16/20.
- 13<sup>th</sup> & Meadow Lane Ave - Runners will be heading west on Meadow Lane and turning right (north) onto 13th St. 1-2 Volunteers will be located here to ensure runner's make the turn, and to watch for any traffic.

- 13<sup>th</sup> & Stampede - Runners will be heading north on 13th and going straight through this traffic light. 1 Volunteer will be located here to alert runners to traffic.
- Skyline & Stampede & South Fork Hill - Runners will be heading northeast on Skyline and turning left (down the Old South Fork Hill). This is a very dangerous intersection, and 2 volunteers will be here watching for traffic, alerting traffic to the presence of runners, and assisting runners in making the turn safely.



## Buffalo Bill Cody Races

Half Marathon and 10K  
September 19th, 2020  
City Park, Cody  
[www.runcodywy.com](http://www.runcodywy.com)

**Mission Statement:** To create an event or events that foster

and promote a local running community in and around Cody, as well as bring in like-minded tourists to increase business and tourism within and beyond Cody.

I am thrilled to be going into the fourth year for the Buffalo Bill Cody Races. The past 3 years have been an epic success in a great part due to the City of Cody, Park County, WYDOT, and our local community as a whole! Because of your support and willingness to help this event succeed, I am looking forward to another year of success for not only the Buffalo Bill Cody Races, but for the entire Cody community.

The Buffalo Bill Cody Races are intended to be sustainable, long-term events in Cody that not only benefit individual community members through participation and involvement, but also businesses and the city as a whole. The potential for these kinds of events is great, and Cody truly is the perfect setting for a beautiful race in a wild place. Sustainability and growth are the main goals, as well as producing a professional, safe, fun, and motivating event that showcases everything Cody has to offer.

While sustainability is the goal, I want to support the community through not only individual race participation and encouraging local business patronage, but also through giving back by donating to local non-profits. Despite being a for-profit business, in the last 3 years, I have been able to donate over \$12,000 to local non-profits and community organizations in need.

Moving forward, I look forward to a continued relationship with the City of Cody, Park County, and WYDOT to ensure success for not only this event, but our entire community.

Please feel free to contact me directly with any questions. Thank you!

Janie Curtis  
*Race Director*  
info@runcodywy.com  
(307) 213-0756

## Malt Liquor License Request

I would like to put in a request for a malt liquor license and open container permit for City Park for September 19, 2020. I have plans in place for a designated beer garden area, fenced off, for 21+ adults only. I will also be hiring a bartender to card individuals and control the distribution of beer.

## Vendor Request

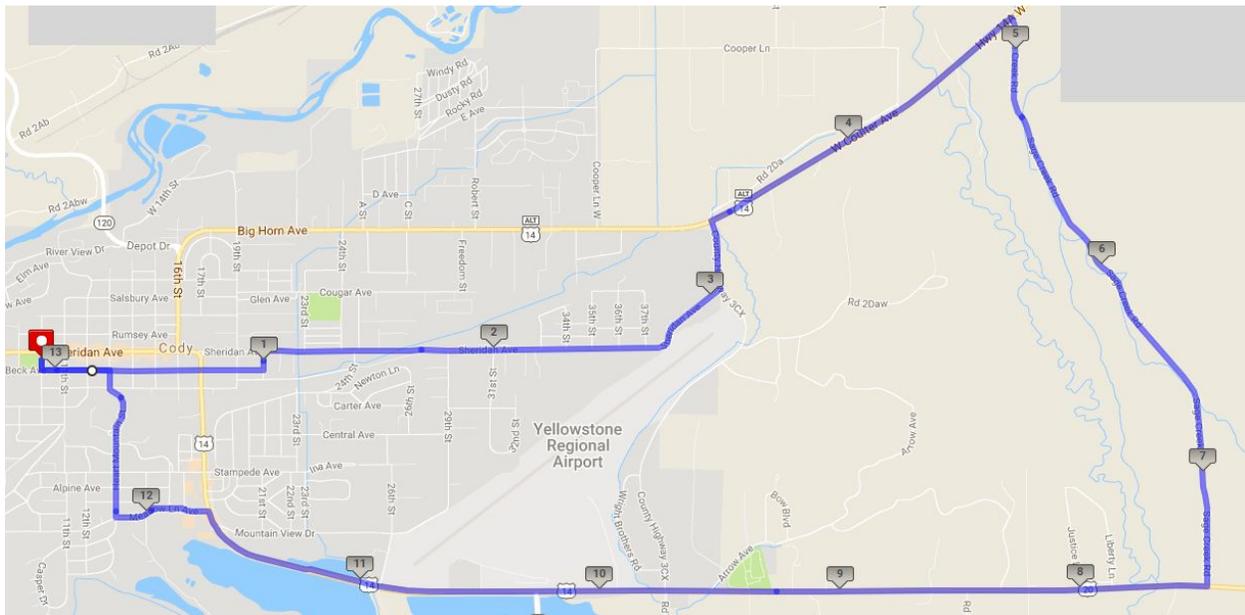
I plan to include vendors at City Park as a part of this event. I would like to request more information on these requirements and what I and/or the vendors need to do through the City to accommodate this.

## Half Marathon Course Proposal

September 19<sup>th</sup>, 2020 @ 9am

13.1 Miles

Start/Finish: City Park on Beck Ave Cody, WY



- East on Beck Ave for .93 miles to 20<sup>th</sup> St
- Left on 20<sup>th</sup> St north to east Sheridan
- Sheridan east for 2 miles to Beacon Hill Rd
- Beacon Hill Rd north for .25 miles to Powell Highway

(Runners remain on right side of Powell Highway for this short section. Ample shoulders and two traffic lanes allow runners to remain safe without having to cross this busy highway)

- Powell Highway east for about 1.5 Miles to Sage Creek Rd
- Sage Creek Rd south to Greybull Highway

(Runners cross Highway here to continue running on left side of Greybull Highway

- Greybull Highway west for 4.25 miles
- Meadow Lane Ave west for almost .5 miles
- Heart Mountain St north for .5 miles to Beck Ave
- Beck Ave west back to start/finish

**Proposed Closure:**

10<sup>th</sup> St between Sheridan Ave and Beck Ave 6am-2pm

Beck Ave between 9<sup>th</sup> & 10<sup>th</sup> St (In front of Cody High School)\*\*

\*\*In 2019 there were complications with the Beck Ave closure due to unforeseen circumstances. The morning of the race, there were high school cross country members leaving for an out of town match and were parked along this closed street before race organizers were able to close the street off. Coincidentally, there was also a late evening football game the evening prior, so the street was also full from that traffic. The unfortunate result was there were cars already parked on Beck Ave between 9<sup>th</sup> and 10<sup>th</sup> streets – impeding the race start/finish area. For 2020, I would like to work with the city and high school more closely to ensure this road is kept clear for and during race day on September 19<sup>th</sup>.

Beck Ave closure is ideal for a few reasons -

- Runners will start/finish on a straight-away.
- Runners finish at a calm 9th Street rather than the busy and potentially dangerous Sheridan Ave.
- Starting/finish on Beck Ave allows the race action to happen close to the bandshell, allowing us to utilize it for announcements before, during, and after the race.

**Proposed Crossing:** 17<sup>th</sup> St via Beck Ave. This crossing will occur at the beginning of both the Half Marathon and the 10K. Runners should all be able to make this crossing within 10 minutes or less of the start of each race. It would be ideal to have a police officer facilitate this crossing in a timely manner.

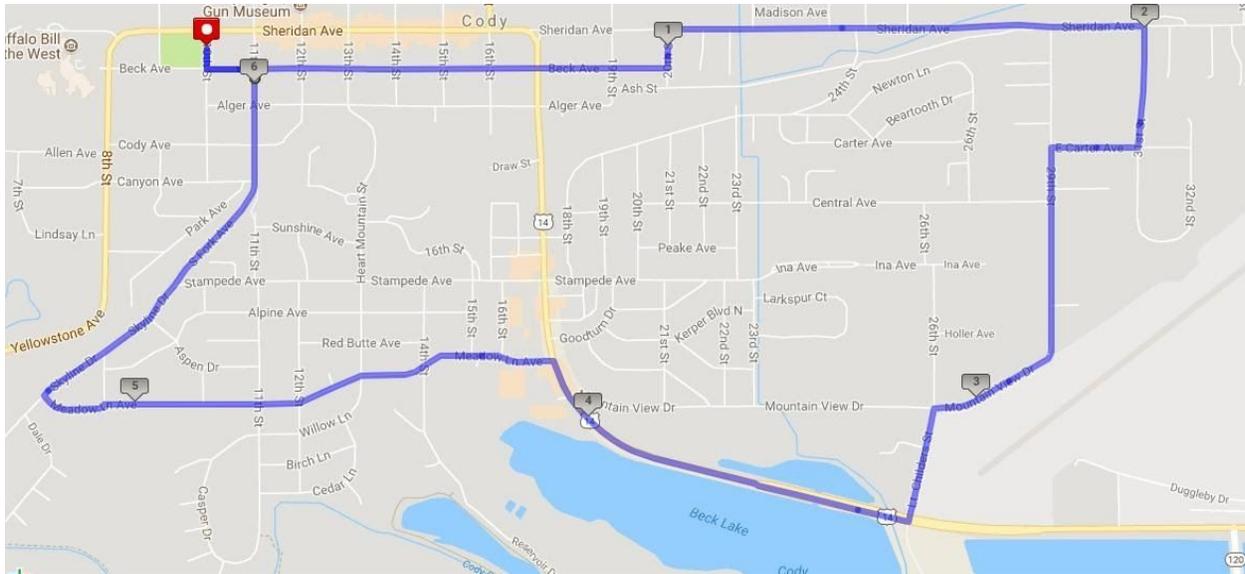
**Ample Volunteers will be stationed throughout course manning aid stations, directing runners to preferred sides of streets, alerting traffic to runners, and alerting runners to traffic and other potential obstacles. Street signs will also be placed in key locations along course to alert traffic to runners on roads and highways. All course volunteers will wear orange vests.**

**10K Course Proposal**

September 19<sup>th</sup>, 2020 @ 9:45am

6.2 Miles

Start/Finish: City Park on Beck Ave Cody, WY



- Beck Ave east to 20<sup>th</sup> St
- 20<sup>th</sup> St North to east Sheridan Ave
- Sheridan Ave east to 31<sup>st</sup> St
- 31<sup>st</sup> St south to E Carter Ave
- E Carter Ave west to 29<sup>th</sup> St
- 29<sup>th</sup> St south and turning into Mountain View Dr to Lt Childers St
- Lt Childers St south to Greybull Highway
- Greybull Highway west to Meadow Lane Ave
- Meadow Lane Ave west to Skyline Dr
- Skyline Dr/South Fork Ave north to 11<sup>th</sup> St
- 11<sup>th</sup> St north to Beck Ave
- Beck Ave west to Finish

**Proposed Closure:**

10<sup>th</sup> St between Sheridan Ave and Beck Ave 6am-2pm

Beck Ave between 9<sup>th</sup> & 10<sup>th</sup> St (In front of Cody High School)\*\*

\*\*In 2019 there were complications with the Beck Ave closure due to unforeseen circumstances. The morning of the race, there were high school cross country members leaving for an out of town match and were parked along this closed street before race organizers were able to close the street off. Coincidentally, there was also a late evening football game the evening prior, so the street was also full from that traffic. The unfortunate result was there were cars already parked on Beck Ave between 9<sup>th</sup>

and 10<sup>th</sup> streets – impeding the race start/finish area. For 2020, I would like to work with the city and high school more closely to ensure this road is kept clear for and during race day on September 19<sup>th</sup>.

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- Runners will start/finish on a straight-away.
- Runners finish at a calm 9th Street rather than the busy and potentially dangerous Sheridan Ave.
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**Ample Volunteers will be stationed throughout course manning aid stations, directing runners to preferred sides of streets, alerting traffic to runners, and alerting runners to traffic and other potential obstacles. Street signs will also be placed in key locations along course to alert traffic to runners on roads and highways. All course volunteers will wear orange vests.**

MEETING DATE: AUGUST 4, 2020

DEPARTMENTS: MULTIPLE – PW, PD, PARKS & REC

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

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

## AGENDA ITEM SUMMARY REPORT

### Approval of the Fistful of Dirt Gravel Bike Race proposed to be held within the City of Cody on September 5 & 6, 2020

#### ACTION TO BE TAKEN

Approve the activities associated with the Fistful of Dirt Gravel Bike Race including Street Closures, Police Department support, Parks, Recreation, and Public Facilities support, Public Works Department support, WYDOT Permit Application signature, and other related items subject to the conditions of approval outlined in the Summary Report.

#### SUMMARY OF INFORMATION

The Fistful of Dirt Gravel Bike Race (Race) has been proposed by Janie Curtis, Director of Buffalo Bill Cody Races, who is functioning as the race organizer. The Race will include pre-race activities on the afternoon and evening of Saturday, September 5, 2020, and all-day activities associated with running three (3) separate bike races on differing courses on Sunday, September 6, 2020. The race organizer will hold pre- and post-race events at City Park on Sunday, September 6, including an evening concert that is open to the public at no charge. The three bike race courses and all associated activities on both days are described in the attached Proposal for the City of Cody submitted by the race organizer

Public Works and Cody PD staff have worked very closely with the applicant to identify safety concerns at key intersections throughout the City, and the applicant has provided information in the proposal package to address these items. The final document also proposes support from City Departments as summarized below:

- A. Cody Police Department: The Cody PD will provide one police officer and squad car to close the intersection of 10<sup>th</sup> Street and Sheridan Avenue for no more than five (5) minutes to allow the start of the 100-mile bike race at approximately 8:00 AM on Sunday, September 6.
- B. Public Works: The Streets Crew will set out traffic control devices to be used on Sunday, September 6, by the race organizer and volunteers to Close 10<sup>th</sup> Street between Sheridan Avenue and Beck Avenue; the Streets Crew also place a Variable Message Sign (VMS) on the Greybull Highway near Mountain View Drive to alert vehicles to the presence of a bicycle race when approaching the intersection of 17<sup>th</sup> Street and Stampede Avenue.
- C. Recreation Department: Recreation staff will provide directional and caution signs, barricades, and cones to the race organizer for use on the race courses.

Approval of this request will (a) allow City Staff to provide staff time and the items noted above at no charge to the race organizer, (b) allow the Mayor to sign the required WYDOT permit application, and (c) allow the street closure of 10<sup>th</sup> Street between Sheridan Avenue and Beck Avenue from 5:00 AM to 10:00 PM on Sunday, September 6, 2020. **The following are the suggested conditions of approval for this item:**

1. The race organizer provides the City with proof of insurance for the event prior to 8/31/2020 subject to approval by the City Attorney.
2. The race organizer provides the City with the Approved WYDOT Permit for the event including all routes and areas outside of City Limits prior to 8/31/2020.
3. The race organizer secures the required Special Event Permit and reservation for City Park from the Recreation Department, the Open Container Permit(s), the Malt Beverage Permit(s), and any other required permit(s) from the City and pay all associated fees prior to 9/2/2020.

**AGENDA ITEM NO. \_\_\_\_\_**

**FISCAL IMPACT**

It is estimated that the City will collect the following fees associated with the Race:

- Recreation Department Special Event Permit: \$25
- Parks Department City Park Reservation: \$25
- Open Container and Malt Beverage Permits for 9/5 and 9/6: \$80

City Staff from the Cody PD, Public Works Department, and Parks and Recreation Department will provide support to the race as outlined above with no reimbursement currently proposed.

**ATTACHMENTS**

1. "Fistful of Dirt Gravel Bike Race – Proposal for the City of Cody" event document with activity descriptions and race routes

**AGENDA SUMMARY REPORT & ATTACHMENTS TO:**

Janie Curtis, Buffalo Bill Cody Races, Race Organizer, info@runcodywy.com

Rick Manchester, Parks, Recreation, and Public Facilities Director

Mike Fink, Public Facilities and Recreation Superintendent

Police Chief Chuck Baker, Cody PD

Police Lieutenant Jason Stafford, Cody PD

Rob Kramer, Streets and Vehicle Maintenance Superintendent

## Fistful of Dirt - Gravel Bike Race Proposal for the City of Cody

### Included in this proposal

- Event Description - Page 1
- Event Schedule - Page 1
- Operating Plan - Pages 1-2
- **Requests from City of Cody - Page 2**
- Proposed Street Closure Maps & Descriptions - Page 3
- Course Maps & Descriptions - Pages 4-7
- Extended Plan for Intersection Safety Pages 7-9

Rec'd 7/28/2020 PB.

one edit - page 8, intersection 2 PB. 7/30/2020

Thank you for your consideration. All questions and concerns may be directed to:

Janie Curtis  
Event Director  
(307) 213-0756

info@runcodywy.com

## **Fistful of Dirt - "A Gravel Bike Race & A Dang Good Party"**

**What:** Gravel Bike Race - Cody, Wyoming

**When:** Saturday and Sunday, September 5th & 6th, 2020 (see schedule below)

**Where:** Joyvagen Bike Shop & City Park Cody, WY

**Race Distances:** 20 Miles ("The Good"), 60 Miles ("The Bad"), 100 Miles ("The Ugly")

**Start Times:** 8am (100 Miler), 10am (60 & 20 Milers)

### **Mission**

Our objective is to create a gravel bike racing event in Cody, Wyoming that showcases everything our landscape and community has to offer through challenging yet fun and safe courses. A post-race party will engage the Cody community as a whole and keep tired riders celebrating. This event will support local youth cycling through donations and providing riding and racing opportunities within our own community. Our hope is to create an event that not only brings in racers from outside of Park County and Wyoming, but also provide a concert/music event worthy for everyone in our local community.

### **Weekend Schedule**

#### **Saturday, September 5th - Joyvagen Bike Shop**

3-6pm - Packet Pick-Up @ Joyvagen Bike Shop

4-6pm - Backyard BBQ w/ live music @ Joyvagen Backyard

#### **Sunday, September 6th - City Park**

7am - Race Day Packet Pick Up at City Park

8am - "The Ugly" Race Start (100 mile race) - off course by 8pm

10am - "The Bad" Race Start (60 mile race) - off course by 4pm

10am - "The Good" Race Start (20 mile race) - off course by 2pm

4pm-10pm - Post-Race Food trucks at City Park

7-10pm - Live Music - free and open to the whole Cody community at City Park

### **Operating Plan**

#### **Set Up Plan:**

Set-up would begin on Friday, September 4th - we will put out flagging, chalk, and/or another removable material to mark courses.

There will be aid stations set up with volunteers on Sunday morning of the race, accessible by vehicle. All races will be cupless, meaning each participant is responsible for carrying their own non-disposable drinking container (this keeps our aid station trash very low). Aid stations will contain water, a pre-mixed sports drink, and light food. Everything carried in will be carried out, including food and other trash.

**Safety:**

An ambulance will be available on course, or on call. Wilderness EMS will be present on course in areas accessible via ATV. Volunteers will be stationed throughout the courses to help participants navigate, as well as to assess participant safety. Each course volunteer will have a list of participants, their race numbers, and which distance they're riding, and will be keeping tabs on all participants at their checkpoint. In the case of an emergency, volunteers will be instructed to first call 911, then to call the race director and/or volunteer coordinator. All racers will be provided with required etiquette such as riding no more than two abreast, using bike lanes where possible, and abiding by all traffic laws.

**Clean Up:**

Courses will be swept of trash and flagging/course markings on Sunday and Monday, September 6th & 7th.

**Other Details:**

All racers will be off course by 8pm

Portable toilets will be dropped along the course and at the start/finish area.

The post-race events will include food/snacks, drinks (including beer), and music. Measures will be taken to keep alcohol in the hands of 21+ participants only such as ID checking and wristbands, and having a designated "Beer Garden."

**Requested from the City of Cody**

- Approval for 3 separate bike race courses through City Limits (2 of these 3 courses share the same route through city limits) for Sunday, September 6th, 2020 - 8am-8pm. We are **not** requesting these courses be closed to regular traffic.
- Malt Beverage permits for Saturday, September 5th, 2020 and Sunday, September 6th, 2020.
- Open Container Permit for Sunday, September 6th, 2020 at City Park (we will provide an enclosed "Beer Garden" area restricted to 21+ only) from 12pm-10pm.
- Street closures for Sunday, September 6th, 2020
  - 10th St between Sheridan and Beck Ave from 5am-10pm
- Mayor's signature for WYDOT permit application

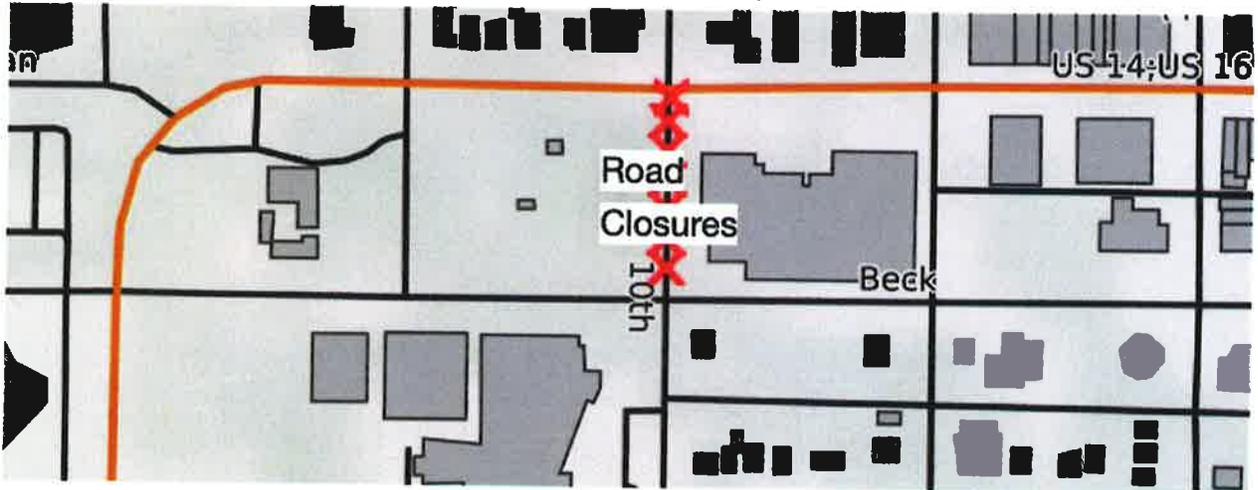
Because there is no precedent for this event, we are eager to be flexible with ideas and suggestions City officials may have to improve this proposal. We are open to adjusting requests as needed, as well as creating safety plans for this event that align with the requirements of the City of Cody. Please see below for detailed street closure requests, course maps, and descriptions.

## Proposed Street Closure

For Sunday, September 6th, 2020

10th Street between Sheridan and Beck Ave from 5am-10pm

✓ PB.



## Proposed Bike Race Courses

### The Good - 20 Miles

10am-2pm

### The Bad - 60 Miles

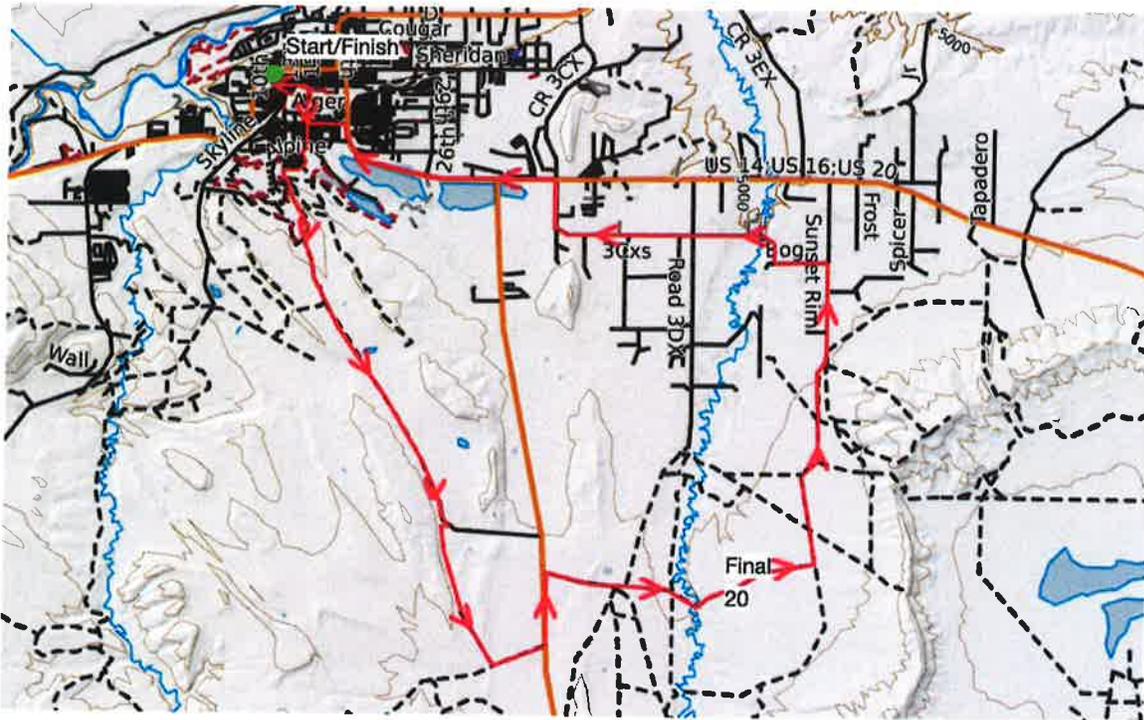
10am-4pm

### The Ugly - 100 Miles

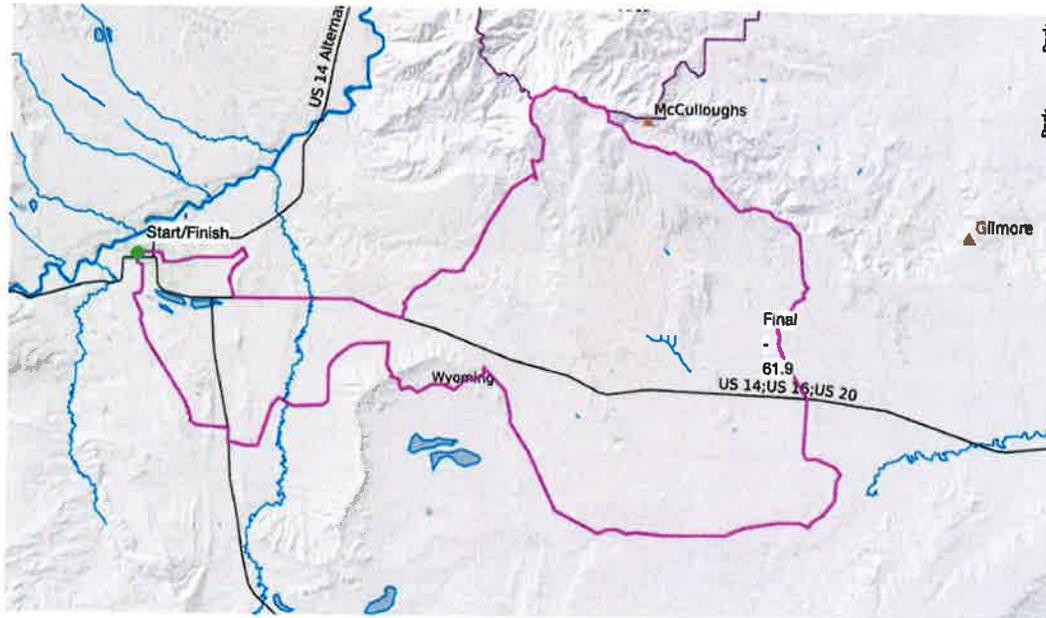
8am-8pm

Only the start and finish of these 3 races will be within city limits. "The Good" and "The Bad" courses follow the same routes through City limits. "The Ugly" takes a separate route to start, then finishes the same way as the shorter two races. To minimize impact, we are able to start "The Good" and "The Bad" races at the same time at 10am. Please see below for maps and descriptions through City Limits.

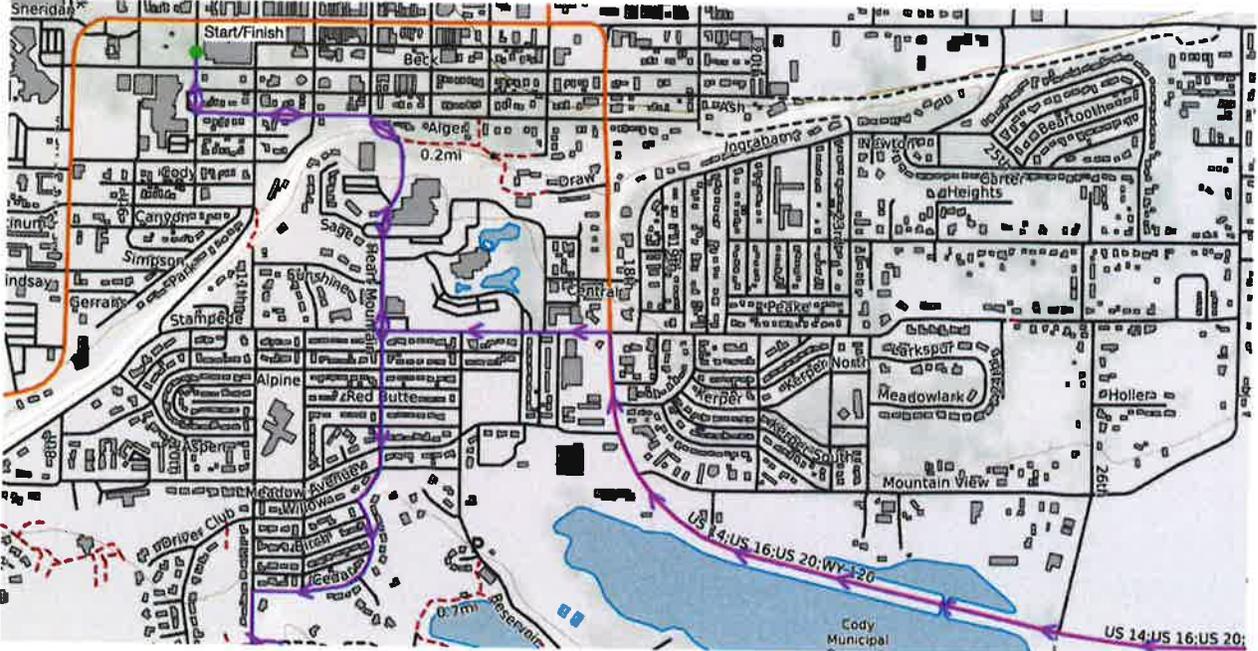
**20 Mile Course Information "The Good"**



**62 Mile Course Information "The Bad"**



**Start and Finish for “The Good” and “The Bad” courses:**



**Start:**

- Start on 10th Street between City Park and the Courthouse
- Head south on 10th to
- Turn east on Alger
- Turn south on Heart Mountain
- Turn south on Cedar and follow heading west
- Turn south on 11th St and hit the dirt road heading south out of city limits.  
(This will probably take riders about 15 minutes or less to leave City limits.)

**Finish:**

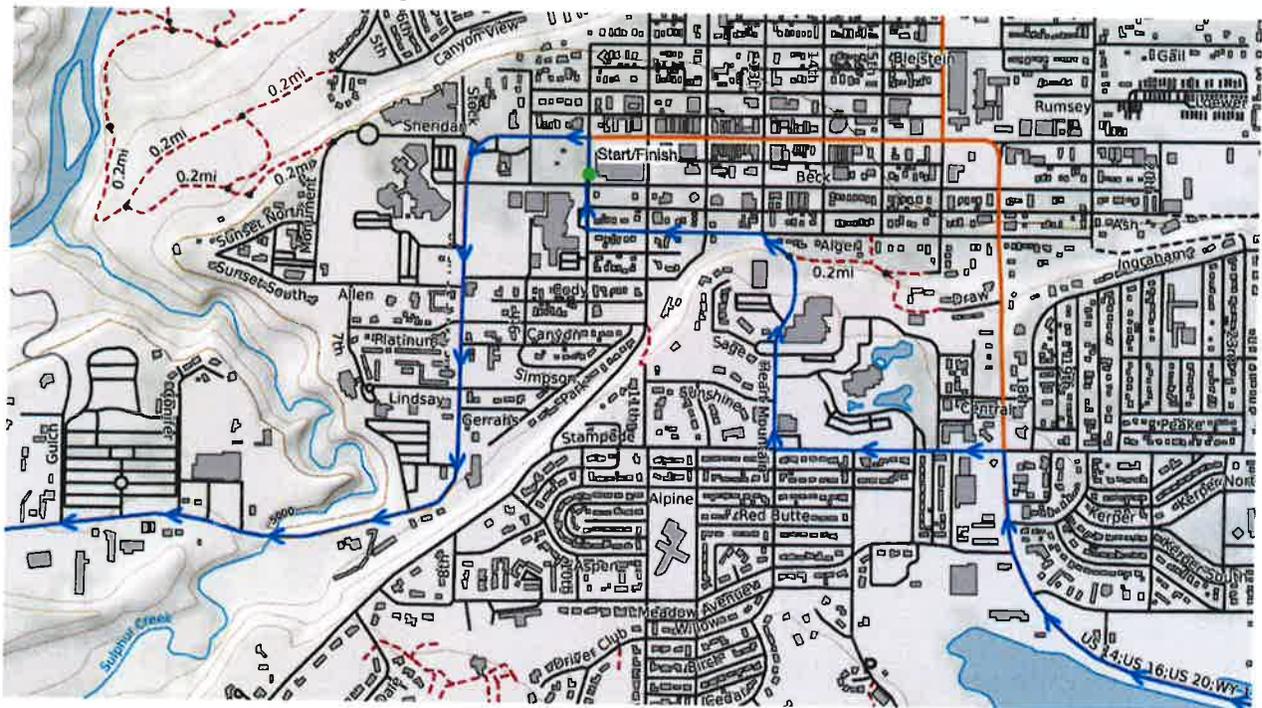
- Re-enter City limits heading west from the Greybull Hwy
- Turn west onto Stampede Ave
- Turn north onto Heart Mountain St
- Turn west onto Alger
- Turn north onto 10th St
- Finish at City Park

**“The Ugly” course shown below has this same finishing route**

## 100 Mile Course Information “The Ugly”



## Start and Finish of “The Ugly”



### Start:

Start heading north on 10th from City Park

Turn west onto Sheridan Ave

Stay on Sheridan Ave all the way out of town on the North Fork Highway  
(This will probably take riders 15 minutes or less to leave City limits.)

### Finish:

Re-enter City limits heading west on the Greybull Hwy

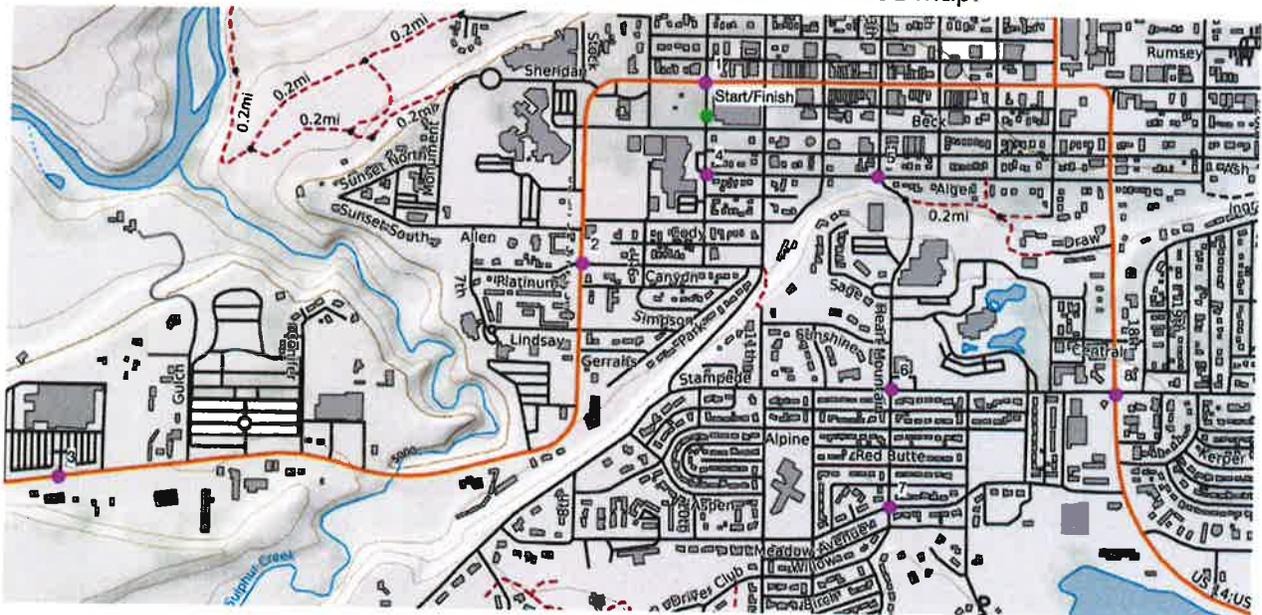
Turn west onto Stampede Ave  
Turn north onto 13th/Heart Mountain St  
Turn west onto Alger  
Turn north onto 10th St  
Finish at City Park

### Extended Plan for Intersection Safety

Below is a list of all potentially busy and/or dangerous intersections within City limits for the Fistful Of Dirt Bike Race. With each intersection, we have listed the description of the intersection, a description of what direction(s) riders will be traveling, and our proposed solution to keep riders, drivers, and volunteers as safe as possible.

Riders are instructed to follow all traffic laws. All riders will be made aware that if any traffic laws are broken (running red lights or stop signs), they will be disqualified. Volunteers will be at all intersections to ensure racers abide all traffic laws. Volunteers and/or race directors who will be working at the key intersections noted are willing to meet with City staff to receive any necessary guidance and instruction for safety at each intersection.

Please visit: <https://caltopo.com/m/P7TQ> for an interactive map with all marked intersections listed below. Each intersection is marked with a small pink dot and numbered on the map to match the numbers listed below. Below is a screenshot of the linked map:



#### 1. 10th St & Sheridan

Busy/dangerous intersection/turn

Riders turn left from 10th St onto Sheridan heading west.

Proposed solution:

✓ PB.

City of Cody PD would facilitate this crossing by providing one officer and squad car to stop traffic. Because it is at the beginning of the race, all riders should be at and past this intersection within a minute. In addition to the Cody PD officer and squad car, barricades will be placed at the intersection on Sheridan Ave.

## 2. 8th & Canyon

Riders encounter traffic light.

Proposed solution:

north west PB.

We will have 1 volunteer on the ~~northeast~~ corner of the intersection. There will be signage on both sides of 8th St leading up to the traffic light, to alert traffic of the race in progress. Signage will be at a distance recommended by WYDOT and City staff.

## 3. Walmart Stop Light

Riders encounter traffic light.

Riders will be passing straight through this light.

Proposed solution:

We will have 1 volunteer on the northeast corner of the intersection. There will be signage on both sides of highway 14/16/20 leading up to the traffic light on both sides, to alert traffic of the race in progress. Signage will be at a distance recommended by WYDOT and City staff.

## 4. 10th & Alger

Riders encounter and turn at potentially busy and/or dangerous intersection.

At start of race, riders will be heading south on 10th and turning left onto Alger heading east. At end of race, riders will be heading west on Alger and turning right onto 10th St heading north.

Proposed solution:

2 Volunteers at intersection alerting riders to traffic and facilitating the left turn at the beginning of the race. Signage will be placed at all 4 ends of the intersection at the recommended distance from the intersection.

## 5. 13th & Alger

Riders encounter and turn at potentially busy and/or dangerous intersection.

At the beginning of the race, riders will be heading east on Alger and turning right onto 13th heading south. At the end of the race, riders will be heading north on 13th and turning left onto Alger heading west.

Proposed solution:

2 Volunteers at north and south end of intersection alerting riders to traffic and facilitating the left turn at the end of the race. Signage will be placed at all 4 ends of the intersection at the recommended distance from the intersection. 1 of the 2 volunteers will be south of the intersection on the 13th St hill to alert riders of the turn and busy intersection ahead.

## 6. 13th & Stampede

Riders encounter traffic light.

At the start of the race, riders head south on 13th through the lighted intersection. At the end of the race, riders are heading west on Stampede and turning right (north) onto 13th.

Proposed solution:

We will have 1 volunteer at the northeast corner of the intersection. There will be signage on all 4 sides of the intersection leading up to the traffic light to alert traffic of the race in progress.

Signage will be at a distance recommended by WYDOT and City staff.

#### **7. Meadow View Lane & 13th**

Riders encounter potentially busy and/or dangerous intersection.

Riders heading south on 13th St, stop at intersection before proceeding south through intersection.

1 volunteer will be present to ensure riders obey stop sign. Signage will be placed at all 4 ends of the intersection at the recommended distance from the intersection.

#### **8. US 14/16/20 & Stampede**

✓ PB.

Riders heading north on 14/16/20 turn left at traffic light heading west onto Stampede Ave

Proposed solution:

1 Volunteer on the east side of the highway and far enough south to alert riders to cross lanes for the upcoming left turn. Riders will then use the bike lane on Stampede Ave. Signage will be placed at the recommended distance from this intersection on both sides of the highway to alert both north and south bound traffic of the race in progress. We will also work with the City of Cody streets superintendent to make use of the Digital Variable Message sign, to be placed on Highway 14/16/20 near the taco truck to alert northbound traffic of the presence of cyclists on road.



intersection within a minute. Signage will be placed at each end of the intersection on Sheridan Ave at the recommended distance from the intersection.

## **2. 8th & Canyon**

Riders encounter traffic light.

Proposed solution:

We will have 2 volunteers on either side of the intersection on 8th street. Volunteers could stop traffic IF there is a group of riders passing as the light turns red and could easily pass within 20-30 seconds of a red light.

There will be signage on both sides of 8th st leading up to the traffic light, to alert traffic of the race in progress. Signage will be at a distance recommended by WYDOT and City officials.

## **3. Walmart Stop Light**

Riders encounter traffic light.

Riders will be passing straight through this light.

Proposed solution:

We will have 2 volunteers on either side of the road. Volunteers could stop traffic IF there is a group of riders passing as the light turns red and could easily pass within 20-30 seconds of a red light.

There will be signage on both sides of highway 14/16/20 leading up to the traffic light on both sides, to alert traffic of the race in progress. Signage will be at a distance recommended by WYDOT and City officials.

## **4. 10th & Alger**

Riders encounter and turn at potentially busy and/or dangerous intersection.

At start of race, riders will be heading south on 10th and turning left onto Alger heading east. At end of race, riders will be heading west on Alger and turning right onto 10th St heading north.

Proposed solution:

2 Volunteers at intersection alerting riders to traffic and facilitating the left turn at the beginning of the race. Volunteers could stop traffic IF riders are in a group turning left at intersection and traffic is stopped no more than 20-30 seconds while riders turn. Signage will be placed at all 4 ends of the intersection at the recommended distance from the intersection.

## **5. 13th & Alger**

Riders encounter and turn at potentially busy and/or dangerous intersection.

At the beginning of the race, riders will be heading east on Alger and turning right onto 13th heading south. At the end of the race, riders will be heading north on 13th and turning left onto Alger heading west.

Proposed solution:

2 Volunteers at north and south end of intersection alerting riders to traffic and facilitating the left turn at the end of the race. Volunteers could stop traffic IF riders are in a group turning left at intersection and traffic is stopped no more than 20-30 seconds while riders turn. Signage will be placed at all 4 ends of the intersection at the recommended distance from the intersection.

## **6. 13th & Stampede**

Riders encounter traffic light.

At the start of the race, riders head south on 13th through the lighted intersection. At the end of the race, riders are heading north on 13th through the lighted intersection.

Proposed solution:

We will have 2 volunteers on opposite sides of the intersection. Volunteers could stop traffic IF there is a group of riders passing as the light turns red and could easily pass within 20-30 seconds of a red light.

There will be signage on all 4 sides of the intersection leading up to the traffic light to alert traffic of the race in progress. Signage will be at a distance recommended by WYDOT and City officials.

## **7. Meadow View Lane & 13th**

Riders encounter potentially busy and/or dangerous intersection.

Riders heading west on Meadow View Ln turn right heading north on 13th St.

1-2 volunteers will be present to ensure riders make this turn, and that traffic is aware of the race in progress. Signage will be placed at all 4 ends of the intersection at the recommended distance from the intersection.

## **8. US 14/16/20 & Meadow Lane Ave**

Riders heading north on 14/16/20 turn left heading west onto Meadow Lane Ave

Proposed solution:

2 Volunteers. 1 on the east side of the highway, and 1 on the west northwest side of the intersection. Both watching for north and south bound traffic and alerting riders when it's safe to cross and turn. Signage will be placed at the recommended distance from this intersection on both sides of the highway to alert both north and south bound traffic of the race in progress.

MEETING DATE: AUGUST 4, 2020

DEPARTMENT: PUBLIC WORKS – STREETS

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

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

## AGENDA ITEM SUMMARY REPORT

### Approval of Agreement for Encroachment License between the City of Cody and the Higbie Family Revocable Living Trust

#### ACTION TO BE TAKEN

Approve the Agreement for Encroachment License between the City of Cody and the Higbie Family Revocable Living Trust, and authorize the Mayor to sign and execute all associated documents.

#### SUMMARY OF INFORMATION

The Higbie Family Revocable Living Trust (Higbie) is constructing a new building at 2401 G Avenue located in the City of Cody. The property is directly adjacent to the Right-of-Way (ROW) for West Rocky Road, a city owned and maintained street. During preparation for the construction of the new building, grading from the Higbie property was done on the ROW with resultant fill placement in the range of approximately 2 feet deep to 8 feet deep. The fill placement was final graded with a slope extending into the ROW at a grade of approximately 3:1 (sloped at 3 feet horizontal per 1 foot of vertical drop). The placement of this fill material and fill slope does create an encroachment into the City ROW, and this Agreement for Encroachment License defines the terms and conditions that will allow the fill to remain in place.

Highlights of the Agreement include the following:

1. A one-time payment of \$500 from Higbie to the City of Cody.
2. Conditions related to the maintenance of the fill slope, protection of the fill slope and drainage ditch at the toe (bottom) of the slope, and removal of a portion of the fill material and fill slope generally located to the north of the new building currently under construction.
3. A cost share agreement between Higbie and the City so that if a City street or utility improvement project is planned in the future that would necessitate the construction of a retaining wall to remove portions of the fill material and fill slope from the City ROW, the cost of the wall will be shared by the City and Higbie at the agreed proportion of 25% City and 75% Higbie.

All other provisions contained in the Agreement for Encroachment License have been reviewed by Higbie and found to be acceptable, and Higbie has provided a signed and notarized copy of the agreement as attached.

City Council approval of this agreement will be subject to final approval of all associated documents by the City Attorney prior to execution by the Mayor.

#### FISCAL IMPACT

The City will collect a one-time payment of \$500 for the use of City ROW. If a City street or utility project is planned in this area at a future date and requires a retaining wall to be constructed with the project, the project will be required to share in the cost of that retaining wall at 25%.

#### ATTACHMENTS

1. Agreement for Encroachment License

#### AGENDA & SUMMARY REPORT TO:

1. Ed Higbie, Higbie Family Revocable Living Trust, edhigbie@tctwest.net

**AGENDA ITEM NO. \_\_\_\_\_**

## **AGREEMENT FOR ENCROACHMENT LICENSE**

The parties to this agreement are the City of Cody, Wyoming, (hereinafter CITY), a municipal corporation in Park County, Wyoming, and the Higbie Family Revocable Living Trust (hereinafter OWNER). This Agreement for Encroachment License is made and entered into as of the date last signed by the parties to this agreement.

### WITNESSETH:

WHEREAS, OWNER is the owner of certain real property located at 2401 G Avenue, Cody, Wyoming, described as follows:

Lot 5 of the Blackburn P.U.D. (Amended Final Plat), records of Park County, WY.

WHEREAS, CITY is the owner of certain real property located west of 2401 G Avenue, Cody, Wyoming, described as follows:

Lot 17 of the Blackburn P.U.D. (Amended Final Plat), records of Park County, WY, as utilized for public right-of-way of West Rocky Road.

WHEREAS, OWNER has deposited fill material on said CITY property, which fill material constitutes an encroachment on public right-of-way owned by the CITY, and portions of the fill material and resultant fill slope support the building pad intended for the construction of improvements on OWNER's property;

WHEREAS, said Lot 17 functions as the public right-of-way for West Rocky Road and contains a storm drainage outfall ditch that is part of the CITY storm drainage system; and,

WHEREAS, CITY is agreeable to allowing a portion of the encroaching fill material and fill slope to remain where it is now located on said CITY property, subject to certain conditions.

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

1. CITY hereby grants to OWNER a revocable encroachment license for the fill material and fill slope on said public right-of-way, in the modified location later described and subject to compliance with the conditions identified herein.
2. OWNER shall pay to the CITY the lump sum of \$500.00 for the encroachment license.
3. Within 60-days from the date of this agreement and prior to the issuance of a Certificate of Occupancy for any building constructed on Lot 5, the OWNER shall complete the following subject to inspection and approval by the CITY:

- a. Install 8-inch+ riprap armoring along the east side of the outfall ditch where the toe of fill is beginning to erode away.
- b. Plant and establish native grass vegetation on the fill slope to prevent and control erosion of the fill material into the outfall ditch.
- c. Remove the two metal posts with concrete around the bases from the outfall ditch.
- d. Remove the fill material in the public right-of-way in the area generally to the north of the OWNER's proposed building, and re-grade that portion the public right-of-way north of the proposed building and east of the outfall ditch to a maximum slope of five percent (5.0%) to the property line of Lot 5.

4. OWNER accepts responsibility for maintenance of the fill slope on Lot 5 and in the public right-of-way, so as to prevent future erosion of the fill material into the outfall ditch and the undermining of the building pad, and agrees to indemnify and hold the CITY harmless for any damages to Lot 5 or improvements thereon due to erosion, settling, or other changes to the fill material located on the CITY's property or public right-of-way.

5. Notwithstanding the terms outlined above, the license for encroachment is given as a matter of convenience and the same may be revoked by the CITY at any time for any reason whatsoever, upon ninety (90) days written notice given by the CITY. Upon the expiration of the 90-day written notice, OWNER shall have an additional ninety (90) days to remove the fill slope and fill material from the CITY right-of-way to re-establish a maximum grade of five percent (5.0%) across the CITY right-of-way, at the sole cost and expense of OWNER.

6. In the event that a CITY utility or street project is required to install, repair, modify, replace, upgrade, add to, or otherwise access utilities, storm drainage facilities, or street improvements near or beneath the fill material or fill slope noted herein, the CITY project shall be responsible for twenty-five percent (25%) of the cost of removal of the fill material and construction of any retaining wall(s) required for the project that are adjacent to Lot 5. The determination of the limits of fill material removal and construction of any retaining wall(s) required by the project will be at the sole discretion of the CITY. OWNER shall be responsible for seventy-five percent (75%) of the cost of removal of the fill material and construction of any retaining wall(s) adjacent to Lot 5. The CITY shall be responsible for restoring any trench areas to the ground surface grade designed by the project and assuring proper compaction within the trench backfill. In the event that the CITY is required to repair or modify existing utilities beneath the fill material or fill slope noted, the CITY will endeavor to minimize the disruption to the existing fill slopes.

7. In the event that a non-City utility provider is required to install, repair, modify, replace, upgrade, add to, or otherwise access public utilities near or beneath the fill material or fill slope within the public right-of-way as noted herein, the utility provider performing the work shall be responsible for working with the conditions created by the fill material and fill slope established in the public right-of-way. The utility provider, as applicable to the party performing the work, shall be responsible for restoring any trench areas to the original ground surface and assuring proper compaction within the trench backfill. In the event that the utility provider is required to repair or modify existing utilities beneath the aforementioned improvements, the utility provider will endeavor to minimize the disruption to the existing fill slope.

8. OWNER assumes all liability for themselves, their lessees, agents, representatives, employees, guests, and invitees, and shall indemnify and hold harmless CITY, its agents, representatives, employees, officers, council members and agents from any and all claims, actions, lawsuits, disputes and controversies regarding use of the CITY property pursuant to this agreement. This indemnification shall include but not be limited to claims and actions for personal injury, property damage, economic loss, death and all other liabilities and losses to the extent arising under this agreement or from the use of the public right-of-way by OWNER, their lessees, agents, representatives, employees or officers. This indemnification shall include reasonable attorney's fees incurred by CITY in defense of any action brought by any party against CITY to the extent arising out of this agreement or OWNER's use of the public right-of-way. Nothing in this indemnification shall be construed to extend the CITY's governmental liability established under Wyo. Stat. Ann. § 1-39-118.

9. This agreement shall be binding upon the parties, their heirs, successors, assigns, transferees and grantees, unless this license is revoked or terminated by the CITY as described in paragraph 5 above.

10. By entering into this agreement, CITY does not waive its sovereign immunity or governmental immunity, or any of the immunities, defenses or limitations available to it under the Wyoming Constitution and Wyoming law.

11. No provision of this agreement is intended or shall be construed to confer upon or give to any person or entity other than the signatories to this agreement any rights, remedies or other benefits under or by reason of this agreement.

12. This agreement contains the entire understanding of the parties and there are no other promises, covenants or understanding beyond the scope of this written agreement pertaining to these items. This agreement can only be amended in writing, approved and signed by both parties.

**\*\* REMAINDER OF PAGE INTENTIONALLY LEFT BLANK \*\***

CITY OF CODY, WYOMING:

By: \_\_\_\_\_  
Matt Hall, Mayor

Attest: \_\_\_\_\_  
Cynthia D. Baker, Administrative Services Officer

HIGBIE FAMILY REVOCABLE LIVING TRUST

By: Edwin Higbie  
Ed Higbie

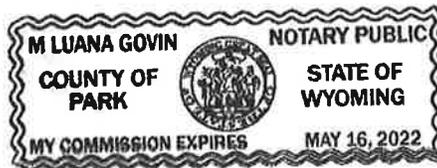
Title:

STATE OF WYOMING            )  
  ) SS.  
COUNTY OF Park            )

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of July, 2020, by Edwin Higbie as Trustee of the Higbie Family Revocable Living Trust.

WITNESS my hand and official seal.

M Luana Govin  
Notary Public



My commission expires 5-16-22