City of Cody City Council

AGENDA

Tuesday, June 20, 2017 – 7:00 p.m. (Pre-Meeting to begin at 6:30 p.m.)
Meeting Place: City of Cody Council Chambers – 1338 Rumsey Avenue, Cody, WY

Meeting Called to Order
Pledge of Allegiance
Moment of Silence
Roll Call
Agenda Review and Approval
Mayor's Recognitions and Announcements

Certificate of Appreciation – Sherwin-Williams - Cody Office
Recognition of Officer Richard Tillery

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 June 6, 2017.
b. Approve approve the Preliminary and Final Plats of the Champlain Subdivision, a two-lot county subdivision.
c. Approve a request a request from Gail Nace of the Silver Dollar Bar to allow retail liquor license holders to operate with modified hours on July 2nd & 3rd, 2017 allowing retail liquor license holders to stay open until 4 a.m. conditional upon those who intend to operate till 4 a.m. must notify the City of Cody Administrative Services Officer of this intent by June 23, 2017, and designate the Chief of Police or his designee the authority to revoke the extended hours provision during these dates if a situation arises where it is necessary to close the establishments earlier.
d. Autnorize the removal of SH120, within the Urban Boundary and North of the Bigh Horn Ave./16th Street intersection, from the National Highway System and further authorize the Mayor to sign the new Functional Classification Map.
e. Approve a request for the street closure of 9th and 10th Streets between Beck and Sheridan Avenues, and Beck Avenue between 9th and 10th Streets for either vendors or vendor parking for said event starting July 1st at 6:00p.m. through July 4th at 6:00 p.m. Additionally, authorize the Mayor to sign the agreement between the City of Cody and Cody Country Chamber of Commerece.
f. Approve the City entering into an agreement between the City of Cody and Copenhaver, Kath, Kitchen & Kolpitcke, LLC for legal services for a term of July 1, 2017 through June 30, 2018 and authorize the Mayor to sign the agreement .
g. Approve a request from John Darby, Irma Hotel, for a closure of 12th Street from Sheridan to the alley South of Sheridan from Noon to 6:00 PM on

Sunday, June 25th for an event "remembering Cujo-Memorial for Jerry Brothers", as well as, authorize an open container permit for this event.

h. Approve a request from the Bufflao Bill races to utilize City street to hold a half marathon and 10K races on September 23, 2017.

2. Public Comment The City 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 consider if it is in the public's interest to issue a new restaurant liquor license to Fat Racks BBQ, dba Fat Racks BBQ located at 2101 Roger Sedam Drive.

b. A Public Hearing to consider if it is in the public's interest to renew 21 retail liquor licenses, 13 restaurant liquor licenses, 2 bar and grill liquor licenses, 3 limited (club) retail licenses, 2 micorbrewery permits, 1 distillery satellite license and 1 winery permits for the period of August 1, 2017 through July 31, 2017.

c. A Public Hearing to consider if it is in the public's interest to approve the Fiscal Year 2017-2018 budget for the City of Cody.

4. Conduct of Business

a. Approve Vouchers and Payroll in the amount of $1,994,170.90.

b. Consider issuing a new restaurant liquor license to Fat Racks BBQ LLC, dba Fat Racks BBQ located at 2101 Roger Sedam Drive.

- Staff Reference: Cindy Baker, Administrative Services Officer

c. Approve the renewal 21 retail liquor licenses, 14 restaurant liquor licenses, 3 bar and grill liquor licenses, 3 limited (club) retail licenses, 2 microbrewery permits, 1 distillery satellite license and 1 winery permit for the period of August 1, 2017 through July 31, 2018

Staff Reference: Cindy Baker, Administrative Services Officer

d. ORDINANCE 2017-13 THIRD AND FINAL READING
AN ORDINANCE PROVIDING FOR THE AMOUNT OF TAX LEVY FOR THE CITY OF CODY, WYOMING FOR THE FISCAL YEAR ENDING JUNE 30, 2018.

Staff Reference: Leslie Brumage, Finance Officer

e. ORDINANCE 2017-14 THIRD AND FINAL READING
AN ORDINANCE PROVIDING FOR THE ANNUAL APPROPRIATION OF MONEY FOR THE MAINTENANCE OF THE CITY OF CODY, WYOMING FOR THE FISCAL YEAR ENDING JUNE 30, 2018.

Staff Reference: Leslie Brumage, Finance Officer

5. Tabled Items

6. Matters from Staff Members

7. Matters from Council Members

8. Adjournment

Upcoming Meetings:
June 20, 2017 – Regular Council Meeting 7:00 p.m.
July 6, 2017 – Thursday - Special Council Meeting 7:00 p.m.

City of Cody
Council Proceedings
Tuesday, June 6 2017

A pre-meeting was held at 6:30 p.m. to discuss the agenda for the Regular Meeting. No action was taken.

A regular meeting of the Cody City Council was held in the Council Chambers at City Hall in Cody, Wyoming on Tuesday, June 6, 2017 at 7:00 p.m.

Present: Mayor Hall, Council Members Donny Anderson. Karen Ballinger, Jerry Fritz, and Stan Wolz, City Administrator, Barry Cook, City Attorney Scott Kolpitcke and Administrative Services Officer/Clerk Cindy Baker

Absent: Council Members Landon Greer & Glenn Nielson

Council Mayor Hall called the meeting to order at 7:03 p.m.

Sergeant Heydenberk – Law Enforcement Officer of the Year – Wyoming Elks Association

Proclamation – June – General Aviation Month

Council Member Wolz made a motion seconded by Council Member Fritz to approve the consent calendar as amended which includes approval of Minutes – Special Meeting Minutes from May 22, 2017 and May 23, 2017 and Regular Minutes from May 16, 2017; approve the Amended Plat of Lot 3 of the CLDC Subdivision; approve a request from St Vincent Healthcare & Yellowstone Sports medicine to utilize City Street for the 1st Annual 5K Walk/Run; approve a request from the Northwest Wyoming Board of Realtors to construct and install a shelter in the Dog Park at Beck Lake, noting project will be funded by this group and then donated to the City of Cody; approve Change Order #1 for the Trailhead Open Space decreasing the contract by $7,125 for a new contract amount of $65,000, and authorize the Mayor to sign applicable documentation relating to this change order; authorize the Mayor to sign Business Ready Community Grant and Load Program Grant Agreement between the Wyoming Business Council and the City of Cody as it relates to the Wyoming Authentic Products Expansion Project. Vote was unanimous.

At 7:10 p.m. Mayor Hall entered into a Public Hearing to consider if it is in the public's interest to issue a new restaurant liquor license to Ancho's LLC dba Ancho's Mexican Grill located at 1803 17th Street. Cindy Baker, Administrative Services Officer provided background information. After calling for comments three times and there being none, Mayor Hall closed the public hearing at 7:12 p.m.

At 7:13 p.m. Mayor Hall entered into a Public Hearing to consider if it is in the public's interest to adopt ordinances adopting and amending wireless-communication-related definitions and regulations for wireless communication facilities within residential zoning districts. Todd Stowell, presented background information relating to this hearing. After calling for comments three times and there being none, Mayor Hall closed the public hearing at 7:20 p.m.

Council Member Anderson made a motion seconded by Council Member Ballinger to approve Vouchers and Payroll in the amount of $807,075.96. Vote was unanimous.

Council Member Ballinger made a motion seconded by Council Member Fritz Consider issuing a new restaurant liquor license to Ancho's LLC dba Ancho's Mexican Grill located at 1803 17th Street. Vote was unanimous.

Council Member Wolz made a motion seconded by Council Member Ballinger to approve and issuing a permit for a major sidewalk café in front of 1128 12th Street. Vote was unanimous.

Council Member Fritz made a motion seconded by Council Member Anderson to approve Amendment #1 to the professional services contract with Morrison-Maierle, Inc for the City of Cody water main facilities on South and North Sunset Boulevard,

amendment for an increase in the amount of $11,000 and authorize the Mayor to sign the amended contract as presented. Vote was unanimous.

Council Member Fritz made a motion seconded by Council MemberWolz to approve Change Order #1 to the contract with J&J Construction LLC for the City of Cody water main facilities on South & North Sunset Boulevard and authorize the mayor to sign the change order to the contract. This would be an increase to the contract in the amount of $74,013.80 noting funding as presented. Vote was unanimous.

ORDINANCE 2017-11 THIRD AND FINAL READING
AN ORDINANCE AMENDING AND ADOPTING DEFINITIONS PERTAINING TO REGULATION OF WIRELESS COMMUNICATION FACILITIES, TO BE LOCATED IN TITILE 10, ZONING REGULATIONS, OF THE CITY OF CODY MUNICIPAL CODE. Council Member Anderson made a motion seconded by Council Member Ballinger to approve Ordinance 2017-11 on Third and Final Reading. Vote was unanimous.

ORDINANCE 2017-12 – THIRD AND FINAL READING
AN ORDINANCE AMENDING AND ADOPTING REGULATIONS PERTAINING TO WIRELESS COMMUNICATION FACILITIES IN RESIDENTIAL ZONING DISTRICTS, TO BE LOCATED IN TITLE 10 ZONING REGULATION OF THE CITY OF CODY MUNICIPAL CODE. Council Member Anderson made a motion seconded by Council Member Fritz to approve Ordinance 2017-12 on Third and Final Reading. Vote was unanimous.

RESOLUTION 2017-05 – BUDGET AMENDMENT
A RESOLUTION AMENDING THE CITY OF CODY FINAL BUDGET FOR FISCAL YEAR 2016-17 Council Member Fritz made a motion seconded by Council Member Ballinger to approve Resolution 2017-05. Vote was unanimous.

RESOLUTION 2017-06 – CONSENSUS FUNDING REALLOCATION
A RESOLUTION TO CONSIDER REALLOCATING UNSPECT CONSENSUS FUNDS TO FY17-18 CAPITAL PROJECTS. Council Member Wolz made a motion seconded by Council Member Anderson to approve Resolution 2017-06. Vote was unanimous.

ORDINANCE 2017-13 FIRST READING
AN ORDINANCE PROVIDING FOR THE AMOUNT OF TAX LEVY FOR THE CITY OF CODY, WYOMING FOR THE FISCAL YEAR ENDING JUNE 30, 2018. Council Member Ballinger made a motion seconded by Council Member Fritz to approve Ordinance 2017-13 on First Reading. Vote was unanimous.

ORDINANCE 2017-14 FIRST READING
AN ORDINANCE PROVIDING FOR THE ANNUAL APPROPRIATION OF MONEY FOR THE MAINTENANCE OF THE CITY OF CODY, WYOMING FOR THE FISCAL YEAR ENDING JUNE 30, 2018. Council Member Fritz made a motion seconded Anderson by Council Member to approve Ordinance 2017-14 on First Reading. Vote was unanimous.

There being no further action Mayor Hall adjourned the meeting at 7:52 p.m.

Matt Hall	Cindy Baker
Mayor	Administrative Services Officer/Clerk

MEETING DATE:	JUNE 20, 2017
DEPARTMENT:	COMMUNITY DEVELOPMENT
PREPARED BY:	TODD STOWELL
CITY ADM. APPROVAL:	_____
PRESENTED BY:	TODD STOWELL

AGENDA ITEM SUMMARY REPORT

The Preliminary and Final Plats of the Champlain Subdivision, a two-lot county subdivision.

ACTIONS TO BE TAKEN

Approve the preliminary and final plats of the Champlain subdivision.

SUMMARY

GDA Engineers, representing Richard, Sheila and Donald Lipps, has submitted a subdivision application to divide a 9.7-acre property into two lots. The property is located at 314 Road 2AB, which is located outside of the City limits, but within the one-mile area of joint subdivision review specified by State and City codes. The subdivision requires approval by both the county and the city.

As shown on the preliminary plat, Lot 1B would be a 1.25 are lot with an existing house and outbuildings, and accessed by a 20-foot wide private easement over the existing driveway. Lot 1A also contains an existing residence and outbuildings, with direct frontage on Road 2AB.

Cody Master Plan:

The property is not within an identified "annexation area", as established by the Cody Master Plan. Effectively this means that the City does not intend to pursue annexation of this area. Therefore, County subdivision standards should be deemed sufficient for development of the property. If the Council agrees with this position, it is noted that several variances to the City subdivision standards will be needed, since by default the subdivision would be subject to full compliance with City standards.

A full review of the city subdivision standards is contained in the staff report to the Planning and Zoning Board, which is available upon request, and on the city website in the July 13, 2017 P&Z agenda packet. This agenda summary report is based on the presumption that the Council deems the County regulations sufficient.

RECOMMENDATION:

The Planning and Zoning Board recommends that the City Council approve the 2-lot subdivision with the following variances and conditions of approval:

1. Grant the variances noted in the staff report. (Waive agreement for future annexation, and all city improvements—relying entirely on County standards.)
2. Conditions:
   A. Comply with applicable County requirements.

AGENDA ITEM NO. _____

B. Prior to the Mayor signing the final plat, add utility easements as required by the utility providers and verify water service for both lots in accordance with County/Northwest Rural Water requirements.

ATTACHMENTS:
Preliminary Plat and Final Plat

AGENDA & SUMMARY REPORT TO:
GDA Engineers

AGENDA ITEM NO. _____

T.53N., R.101W., 6TH P.M.
(RESURVEY)

CERTIFICATE OF DEDICATION

KNOW ALL PERSONS BY THESE PRESENTS: THAT RICHARD, SHEILA, AND DONALD LIPPS, BEING THE OWNERS OF THE LAND DESCRIBED IN CORRECTIVE WARRANTY DEED DOC #1999-3162, IN THE OFFICE OF THE PARK COUNTY CLERK AND RECORDER, PARK COUNTY, WYOMING, HAVE LAID OUT, PLATTED AND SUBDIVIDED AS SHOWN ON THIS AMENDED PLAT, AND BY THESE PRESENTS DO HEREBY DEDICATE TO THE COUNTY OF PARK, STATE OF WYOMING, FOR THE USE BY THE PUBLIC, THE RIGHT-OF-WAY AS SHOWN HEREON FOR USE AS SUCH. IT IS UNDERSTOOD THAT DEDICATION OF PUBLIC RIGHTS-OF-WAY FOR ROADS DOES NOT NECESSARILY RESULT IN ACCEPTANCE OF ROADS CONSTRUCTED THEREIN FOR MAINTENANCE BY THE COUNTY OF PARK. AND DO HEREBY DEDICATE ALL EASEMENTS SHOWN HEREON FOR USE AS DESCRIBED AND UNTO WHOM STATED ON THIS PLAT.

IN WITNESS WHEREOF, THE SAID OWNERS RICHARD, SHEILA AND DONALD LIPPS, WITH FREE CONSENT AND IN ACCORDANCE WITH THEIR DESIRES, HAVE CAUSED THEIR NAMES HEREON TO BE SUBSCRIBED THIS _____ DAY OF _____, 2017.

RICHARD LIPPS SHEILA LIPPS DONALD LIPPS

ACKNOWLEDGMENT:

STATE OF WYOMING,)
)SS
COUNTY OF PARK,)

THE FOREGOING OWNER(S) CERTIFICATE WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2017 BY RICHARD, SHEILA AND DONALD LIPPS. WITNESS MY HAND AND OFFICIAL SEAL: (WYOMING STATE LAW REQUIRES A NOTARY SEAL TO BE AFFIXED HEREON)

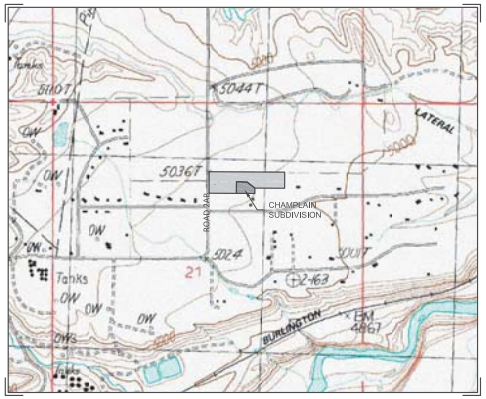
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

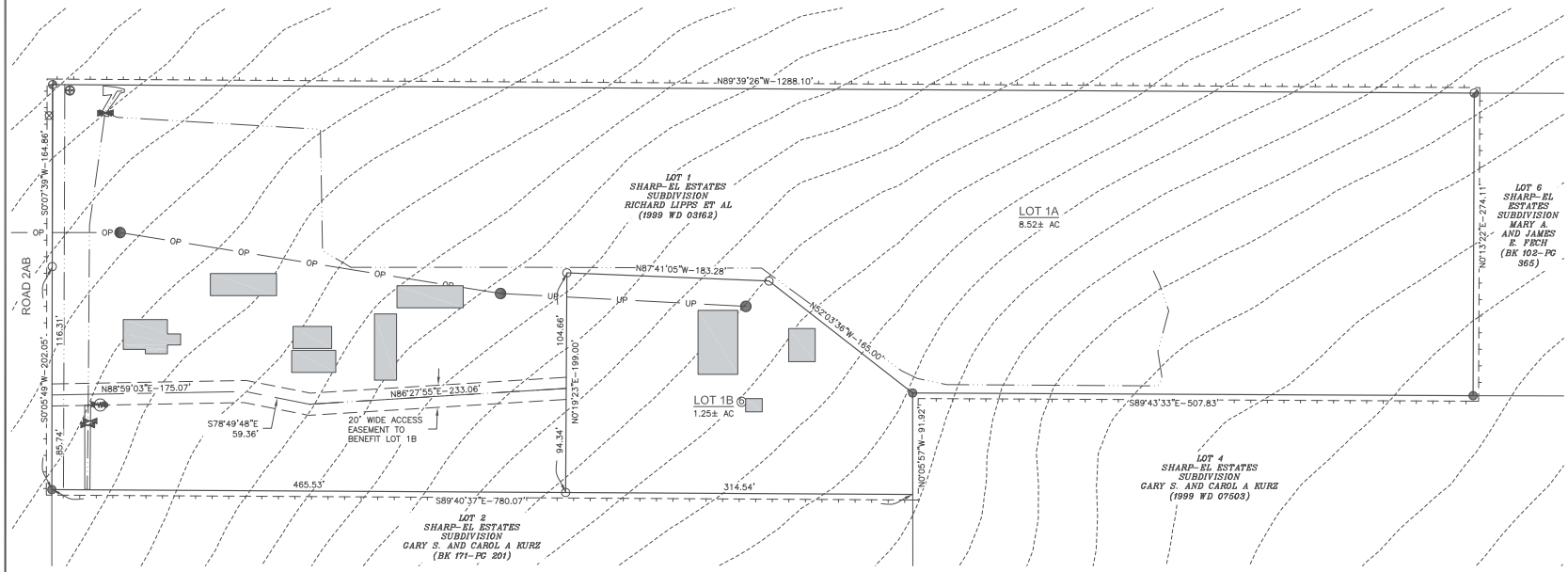
NO PUBLIC WATER SUPPLY SYSTEM PROPOSED.

NO PUBLIC SEWAGE DISPOSAL SYSTEM PROPOSED.

NO PUBLIC MAINTENANCE OF STREETS OR ROADS.



VICINITY MAP
SCALE= 1:1000



RECORDER'S ACCEPTANCE

THIS PLAT WAS ACCEPTED FOR FILING IN THE OFFICE OF THE PARK COUNTY CLERK AND RECORDER ON THIS _____DAY OF _____, 2017, AND FILED FOR RECORD AT_____M. UNDER DOCUMENT NUMBER _____. IN PLAT CABINET __ AT PAGE _____.

PARK COUNTY CLERK AND RECORDER

BY: _____
DEPUTY

BOARD OF COUNTY COMMISSIONERS APPROVAL AND SUBDIVISION PERMIT

THIS PLAT IS HEREBY APPROVED AND THE SUBDIVISION PERMIT GRANTED BY THE BOARD OF COUNTY COMMISSIONERS OF PARK COUNTY, WYOMING. THIS _____DAY OF _____, 2017.

CHAIRMAN

ATTEST: _____
PARK COUNTY CLERK

DATE: _____

SCALE
100 0 100 200
SCALE IN FEET

LEGEND

SUBDIVISION BOUNDARY	
NEW LOT LINE	
NEW EASEMENT LINE	
FOUND ALUMINUM CAP	●
FOUND IRON PIPE	◪
FOUND REBAR	⊕
FOUND SPIKE	⊠
SET 5/8"x24" REBAR WITH 2 1/2" ALUMINUM CAP	○
MEASURED DATA	S.89°40'37"E-780.07'

PLATTING CONDITIONS

1. RIGHT-OF-WAY. THE RIGHT-OF-WAY FOR INGRESS AND EGRESS FOR SERVICE AND EMERGENCY VEHICLES IS GRANTED OVER, ACROSS, ON, AND THROUGH ANY AND ALL PRIVATE ROADS AND DRIVES NOW OR HEREINAFTER ESTABLISHED.
2. COUNTY, STATE AND OTHER REGULATIONS. TO THE EXTENT THAT APPLICABLE COUNTY OR OTHER GOVERNMENTAL REGULATIONS, RULES, OR LAWS ARE MORE RESTRICTIVE THAN THE PARAGRAPHS HEREIN CONTAINED, SUCH APPLICABLE REGULATIONS SHALL SUPERSEDE AND GOVERN AT ALL TIMES.
3. ROAD CONSTRUCTION AND ACCEPTANCE. THE COUNTY SHALL NOT ACCEPT THE MAINTENANCE OF ANY ROAD AND BRIDGE WITHIN THE BOUNDARIES OF THIS SUBDIVISION UNTIL AND UNLESS THE ROAD OR BRIDGE MEETS ALL COUNTY ROAD AND BRIDGE SPECIFICATIONS AND ALL REQUIREMENTS OF THE STATUTES OF THE STATE OF WYOMING REGARDING ESTABLISHMENT OF A PUBLIC ROAD IN EFFECT AT THE TIME A PETITION FOR ACCEPTANCE IS FILED WITH THE BOARD OF PARK COUNTY COMMISSIONERS. THE BOARD SHALL HAVE SOLE AUTHORITY TO DETERMINE WHETHER OR NOT TO ACCEPT MAINTENANCE. NOTHING SHALL REQUIRE THE BOARD TO ASSUME MAINTENANCE.
4. AGRICULTURAL NOTICE: THIS PROPERTY IS IN AN AREA OF HISTORIC AGRICULTURAL USE AND LIES WITHIN THE AGRICULTURAL OVERLAY DISTRICT. THIS USE IS PRESERVED BY THE WYOMING RIGHT TO FARM AND RANCH ACT OF 1991. (W.S. §11-44-101 THROUGH 103). HISTORIC AGRICULTURAL USE MAY CAUSE NOISE, ODORS, DUST, FLIES AND OTHER FACTORS THAT ARE CONSEQUENCES OF ACCEPTED AGRICULTURAL PRACTICES. THIS SUBDIVISION AND ITS LOTS AND NEIGHBORING LANDS ARE LOCATED IN AN AREA THAT HAS BEEN USED HISTORICALLY FOR FLOOD IRRIGATED CROP PRODUCTION. HISTORIC FARMING PRACTICES (INCLUDING FLOOD IRRIGATION OF CROPS AND THE USE OF DITCHES TO MOVE WATER) MAY CAUSE A SIGNIFICANT RISE IN THE WATER TABLE IN THE AREA. THE WATER TABLE IN THE AREA MAY RISE DRAMATICALLY DURING IRRIGATION SEASON. PURCHASERS OF SUBDIVISION LOTS SHOULD MAKE THIS FACTOR AN IMPORTANT CONSIDERATION WHEN BUILDINGS ARE CONSTRUCTED ON SUBDIVISION LOTS.
5. MINERAL ESTATE. THE SURFACE ESTATE OF THE LAND TO BE SUBDIVIDED IS SUBJECT TO THE FULL AND EFFECTIVE DEVELOPMENT OF THE MINERAL ESTATE.

CERTIFICATE OF SURVEYOR

I, RICHARD T. MUSCIO, BEING A REGISTERED LAND SURVEYOR IN THE STATE OF WYOMING, DO HEREBY CERTIFY THAT THIS FINAL PLAT AND FIELD SURVEY WERE MADE BY ME OR UNDER MY SUPERVISION AND THAT BOTH ARE ACCURATE TO THE BEST OF MY KNOWLEDGE AND IN COMPLIANCE WITH ALL STATE AND COUNTY STATUTORY PROVISIONS AND REGULATIONS. THIS FINAL PLAT WAS CREATED FROM AN ACTUAL FIELD SURVEY PERFORMED ON MARCH 9, 2017.

Professional Land Surveyor
RICHARD T. MUSCIO
6827
Date
WYOMING

RICHARD T. MUSCIO
WYOMING PLS 6827

BASIS OF BEARINGS

WYOMING STATE PLANE COORDINATES
WYOMING WEST CENTRAL ZONE, NAD 83(2011) GEOID 12B
GROUND COORDINATES SCALE FACTOR 1.0002951470

SURVEY STARTING POSITION WAS DERIVED USING OPUS SOLUTION

BROUGHT TO GROUND AT
LATITUDE: 44°33'41.49636"N
LONGITUDE: 109°01'38.87075"W
HEIGHT: 4992.487'
NORTHING: 1480244.247
EASTING: 18996187.656
ELV: 5032.11'

SURVEY COMPLETED
DATE: 3/9/2017
BY: ARR

REVIEWED BY: RTM

PRELIMINARY PLAT
SHOWING
CHAMPLAIN SUBDIVISION
WITHIN
LOT 1 OF SHARP-EL ESTATES SUBDIVISION,
NW1/4NE1/4 AND SW1/4NE1/4 OF SECTION 21,
RESURVEY,
T.53N., R.101W., 6TH P.M.,
PARK COUNTY, WYOMING
RICHARD LIPPS ET AL, CODY, WY

PROJECT NO: 171209

GDA ENGINEERS
ENGINEERING · SURVEYING · PLANNING
502 33RD ST., CODY, WYOMING 82414

T.53N., R.101W., 6TH P.M.
(RESURVEY)

CERTIFICATE OF DEDICATION

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RICHARD LIPPS SHEILA LIPPS DONALD LIPPS

ACKNOWLEDGMENT:

STATE OF WYOMING,)
)SS
COUNTY OF PARK,)

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NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

CITY PLANNING AND ZONING BOARD

APPROVED AS OF THE ___DAY OF _____, 2017 BY THE PLANNING AND ZONING BOARD, CITY OF CODY, WYOMING.

CHAIRMAN

CITY COUNCIL

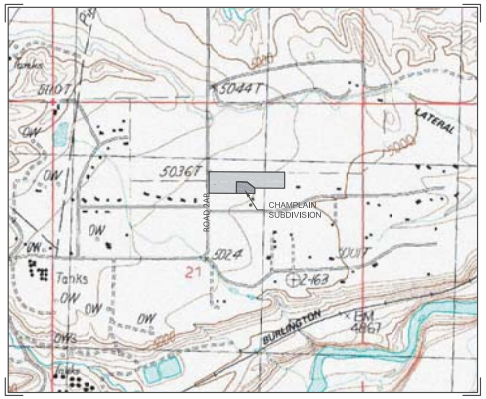
APPROVED AS OF THE ___DAY OF _____, 2017 BY THE CITY COUNCIL OF CODY, WYOMING.

ATTEST: _____ CITY CLERK _____ MAYOR

NO PUBLIC WATER SUPPLY SYSTEM PROPOSED.

NO PUBLIC SEWAGE DISPOSAL SYSTEM PROPOSED.

NO PUBLIC MAINTENANCE OF STREETS OR ROADS.



VICINITY MAP
SCALE= 1:1000

RECORDER'S ACCEPTANCE

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PARK COUNTY CLERK AND RECORDER

BY: _____
DEPUTY

BOARD OF COUNTY COMMISSIONERS APPROVAL AND SUBDIVISION PERMIT

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CHAIRMAN

ATTEST: _____
PARK COUNTY CLERK

DATE: _____

SCALE
100 0 100 200
SCALE IN FEET

LEGEND

SUBDIVISION BOUNDARY	
NEW LOT LINE	
NEW EASEMENT LINE	
FOUND ALUMINUM CAP	●
FOUND IRON PIPE	◪
FOUND REBAR	⊕
FOUND SPIKE	⊠
SET 5/8"x24" REBAR WITH 2 1/2" ALUMINUM CAP	○
MEASURED DATA	S.89°40'37"E-780.07'

PLATTING CONDITIONS

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CERTIFICATE OF SURVEYOR

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Professional Land Surveyor
RICHARD T. MUSCIO
6827
Date
WYOMING

RICHARD T. MUSCIO
WYOMING PLS 6827

BASIS OF BEARINGS

WYOMING STATE PLANE COORDINATES
WYOMING WEST CENTRAL ZONE, NAD 83(2011) GEOID 12B
GROUND COORDINATES SCALE FACTOR 1.0002951470

SURVEY STARTING POSITION WAS DERIVED USING OPUS SOLUTION

BROUGHT TO GROUND AT
LATITUDE: 44°33'41.49636"N
LONGITUDE: 109°01'38.87075"W
HEIGHT: 4992.487'
NORTHING: 1480244.247
EASTING: 18996187.656
ELV: 5032.11'

FINAL PLAT
SHOWING
CHAMPLAIN SUBDIVISION
WITHIN
LOT 1 OF SHARP-EL ESTATES SUBDIVISION,
NW1/4NE1/4 AND SW1/4NE1/4 OF SECTION 21,
RESURVEY,
T.53N., R.101W., 6TH P.M.,
PARK COUNTY, WYOMING
RICHARD LIPPS ET AL, CODY, WY

PROJECT NO: 171209

GDA ENGINEERS
ENGINEERING · SURVEYING · PLANNING
502 33RD ST., CODY, WYOMING 82414

SURVEY COMPLETED
DATE: 3/9/2017
BY: ARR

REVIEWED BY: RTM

City of Cody
Agenda Request Form

In order to fully prepare the Council for their meetings, individuals wishing to appear before the Council are asked to complete the following information prior to placement on the agenda. You may be notified by mail, telephone or e-mail of the date you have been scheduled to appear. You may also be contacted by City staff prior to the meeting to see if your concerns can be addressed without appearing before the Council.

Please provide the following detailed information relating to your concern or request. This form (and any relevant attachments) is due no later than seven days prior to a Council meeting to allow sufficient time for internal review. Council packets are prepared the Wednesday prior to the Tuesday meetings, however Agenda Request Forms must be submitted no later than the Monday of the previous week for consideration at the Tuesday Meetings. Meetings are held the first and third Tuesday of each month. Please complete the following information in full and return to City of Cody PO Box 2200 Cody, WY 82414 (Fax 307-527-6532)

****

Name of person to appear before the Council Gail Nace

Organization Represented Silver Dollar Bar

Date you wish to appear before the Council next meeting

Mailing Address 1313 Sheridan Ave Telephone 296-6579

E-Mail Address naceagail@gmail.com

Preferred form of contact: Telephone ✓ E-Mail

Names of all individuals who will speak on this topic Self

Event Title (if applicable)

Date(s) of Event (if applicable)

Full description of topic to be discussed (include all relevant information, attach additional sheet if necessary)

extended hours for July 2 & 3 for Silver Dollar.

Serve til 3:45 am - close at 4 am

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

Signature [signature] Date 6-14-17

Revised 2/2012

MEETING DATE:	JUNE 20, 2017
DEPARTMENT:	PUBLIC WORKS
PREPARED BY:	STEPHEN PAYNE, PE
DEPT. DIR. APPROVAL:	_____
CITY ADM. APPROVAL:	_____
PRESENTED BY:	STEPHEN W. PAYNE, PE

AGENDA ITEM SUMMARY REPORT
Urban Boundary and Roadway Functional Classification Concurrence

ACTION:

The Urban Systems Board recommends to the Council that the Functional Classification Map remain unchanged and that the Council agrees to remove SH120, within the Urban Boundary and North of the Big Horn Ave./16th Street intersection, from the National Highway System. The draft meeting minutes of the Board meeting are attached for the Council's reference.

Staff requests that the Council authorizes the removal of SH120, within the Urban Boundary and North of the Big Horn Ave./16th Street intersection, from the National Highway System and further, authorizes the Mayor to sign the new Functional Classification Map.

SUMMARY:

The Urban Systems program was established by the Wyoming Transportation Commission to assist communities of pop 5000 or greater with Urban Projects. Currently, WYDOT sets aside $5.7 Million annually for the program and the monies are allocated across 16 communities based on population. The Urban Systems Board meets annually to discuss project priorities and to review the Urban Boundary and Roadway Functional Classification Map. The population numbers used are from the 2010 Census. Funds allocated can only be used on Urban Streets with a "Collector" or higher designation.

WYDOT Planning Division made a recommendation to the Board that SH120, within the Urban Boundary, be withdrawn the National Highway System (reference attached memo). Two possible actions of the Board were identified that would accommodate the recommendation; reduce the functional classification on SH 120, within the Urban Boundary and North of the Big Horn Ave. intersection with 16th Street, from Principal Arterial to Minor Arterial or make a motion to have the road removed from the NHS. The Board chose the latter alternative.

FISCAL IMPACT

There is no fiscal impact to the City associated with the request.

RECOMMENDATION

Staff recommends that the Council authorizes the removal of SH120, within the Urban Boundary and North of the Big Horn Ave./16th Street intersection, from the National Highway System and further, authorizes the Mayor to sign the new Functional Classification Map.

AGENDA ITEM NO. _____

ATTACHMENTS
Cody, Park County NHS – Change by Memo
Draft Urban System Board meeting minutes
Functional Classification Map provided at the meeting

AGENDA & SUMMARY REPORT TO:
N/A

AGENDA ITEM NO. _____

City of Cody
Urban Systems Board Proceedings
Wednesday, June 7, 2017

A meeting of the Cody City Urban Systems Board was held in the Cody City Hall in Cody, Wyoming on Wednesday, June 7, 2017 at 10:00 AM

Present: Jerry Fritz, Councilperson; Karen Ballinger, Councilperson; Loren Grosskopf, County Commissioner; Theresa Gunn, Council Appointed Member; Carson Rowley, Council Appointed Member; Kevin McCoy, WYDOT Planner; Todd Frost, WYDOT Resident Engineer; Stephen Payne, City of Cody Public Works Director;

Absent: Rob Kramer, Superintendent of Vehicle Maintenance and Streets

Vice Chairman, Jerry Fritz called the meeting to order at 10:05 AM

1. A motion was made to the minutes of the May, 2016. Vote was unanimous, motion carried.

2. **Election of Officers**
   a. Chairman – It was moved that Jerry Fritz be the Chair. The vote was unanimous.
   b. Vice Chairman – It was moved that Theresa Gunn be the Vice chair. The Vote was unanimous.
   c. Secretary – It was moved that Steve Payne be the Secretary. The vote was unanimous.

3. **Conduct of Business**

   a. **Introductions**
   Everyone around the table introduced themselves as well as what they do professionally.

   b. **Urban Systems Update**
   Kevin McCoy, WYDOT Planner and the City of Cody's Urban Systems Coordinator, proceeded with an Urban Systems Update. Kevin gave an outline of the urban systems program. The program was established by the Wyoming Transportation Commission to assist communities of pop 5000 or greater with Urban Projects. Currently, WYDOT sets aside $5.7 Million for the program and the monies are allocated across 16 communities based on population. It is possible that Jackson would submit an application to become a member of the Urban Systems Program in which case the monies would be distributed across 17 communities. The population numbers used are still from the 2010 Census. Funds allocated can only be used on Urban Streets with a "Collector" or higher designation.

c. **Functional Classification Map/Urban Boundary**
Kevin revisited the discussion that it was WYDOT Planning Division's recommendation to the Board that SH120, within the Urban Boundary, be withdrawn from the National Highway System. This could be done if the Board reduced the functional classification on SH 120, within the Urban Boundary and North of the Big Horn Ave. intersection with 16th Street, from Principal Arterial to Minor Arterial or the Board could make a motion to have the road removed from the NHS.

Kevin also identified 13 suggested changes to the Functional Classification Map.

After signification discussion on the various options and what it could or would mean to the City, Karen made a motion, seconded by Carson, that the Board recommends to the Council that the Functional Classification Map remain unchanged and that the Council agrees to remove SH120, within the Urban Boundary and North of the Big Horn Ave./16th Street intersection, from the National Highway System. Vote was unanimous, motion carried.

d. **Urban System Balance.**

Kevin McCoy handed out spread sheets outlining the Urban System Balance for the City of Cody. The FY17 ending balance is projected to be $888,649.

e. **Project Priority**
Steve presented possible future scenarios where the project priority could change. The Board, without a formal motion, moved to stay with the current project priorities:
1. Completion of Cougar Ave. from Freedom Street to Date Street
2. Completion of E Ave. from 19th Street to A Street.
3. Completion of Sheridan Ave. from 33rd Street to Beacon Hill

4. Todd Frost provided the following updates:

Currently Under Construction:

1. SCP-TC 1507036 & STP DR51574, Chief Joseph Scenic Highway, Paint Creek Canyon and Two Dot Section, June 30, 2017 completion, WYO 296, RM 33.20 to RM 46.20 - no pictures.

2. SCP-TC N332031, Meeteetse - Cody, Level/Overlay/Chip Seal. WYO 120, RM 62.98 to RM 74.

3. STPU-PO N291063 & NHPP N291064, Powell Streets, Coulter Ave/US 14A, RM 20.374 to RM 25.03.

4. NHPP-GM N311095 & STP-GM 1507038, Yellowstone Park - Cody & Chief Joseph Highway (Rockfall Mitigation) WYO 296 RM 35.6 and US 14/16/20 RM 44.39 to RM 45.37.

Fiscal Year 2018

1. N311098, Yellowstone Park - Cody, Tunnel Pullout. US 14/16/20. RM 45.67

2. 1502014, Cody - Montana/ Cody North, Level/Overlay/Chip Seal, WYO 120, RM 101.47 to RM 109.10

Fiscal Year 2019

1. 150018. Meeteetse - Pitchfork, Wood River West. Overlay and Chip Seal. WYO 290 RM 9.17 to RM 11.39.

2. N332035, Meeteetse - Cody, Meeteetse Rim, Level/Overlay/Chip Seal, WYO 120 RM 58 to RM 62.98.

Fiscal Year 2020

1. N311097, Cody Streets, Concrete Grind/Seal/Slab Replacement/ ADA, US 14/16/20, RM 51.78 - RM 52.96.

2. N332033, Meeteetse - Cody, Cody South, Level/Overlay/Chip Seal/Isolated Reconstruction. WYO 120 RM 74 to RM 81.21.

Fiscal Year 2021

1. 1502013, Cody - Montana, Pat O'Hara Creek Section, Level/Overlay/Chip Seal/ Settlement Repair. WYO 120 RM 115.12 - RM 118.47.

Vice Chairman Fritz adjourned the meeting at approximately 11:05 AM

Respectfully Submitted,

Stephen W. Payne, PE
City of Cody
Public Works Director and Secretary of the Board

DRAFT

Matthew H. Mead
Governor

Wyoming
Department of Transportation

"Providing a safe, high quality, and efficient transportation system"

Systems Planning & Railroads
5300 Bishop Boulevard
Cheyenne, Wyoming 82009-3340
(307) 777-4412

William T. Panos
Director

MEMORANDUM

TO: Steven Payne, P.E., Public Works Director, City of Cody

FROM: Marilee Ohnstad Manalo, MP - WYDOT Policy & Planning Analyst III MM

DATE: June 8, 2017

SUBJECT: Cody, Park County NHS - Change by Memo

WYDOT Planning is requesting the City of Cody and Park County concurrence to petition FHWA to remove a portion of WYO 120 from the National Highway Systems (NHS) Map.

The changes requested herein, are based on *the National Highway System Modification Procedures, Updated February, 2016*, under the section entitled "Guidelines for NHS Modification Submittals".

For further background-

MAP-21 Enhanced NHS Principal Arterials
Memo-HEPH-20 February 23, 2016

> *"Planning, Environment and Realty, FHWA: Subsequent to enactment of the Moving Ahead for Progress in the 21st Century Act (MAP-21), nearly 60,000 miles of principal arterials were added to the National Highway System (NHS). Section 1122 of the Fixing America's Surface Transportation Act (FAST Act) directed the Department to issue guidance relating to the expanded NHS.*
>
> *We have heard from the American Association of State Highway and Transportation Officials (AASHTO) and several States that the MAP-21 provision caused some unintended consequences, specifically related to bringing the newly added principal arterials into compliance with NHS federal requirements. These requirements include design standards, national performance measure data collection, and outdoor advertisement and junkyard control. FHWA has reviewed the provision and determined FHWA can take administrative actions to address these particular issues.*
>
> *This review can be used to adjust a State's NHS mileage total. In addition, States may also, in some cases, request certain roads be withdrawn from the NHS. "*

Proposed NHS Modifications

Though the following NHS segments are regionally significant, WYDOT, in Cooperation with the City of Cody and Park County, have not deemed the following segments to be nationally significant for the following reasons:

1) Maintaining theses routes on the NHS system is inconsistent with the needs and the priorities of the community and region, as noted in the Statewide Long Range Transportation plan: *Urban communities and WYDOT sometimes have conflicting goals for improvements in an urban setting. Urban areas may be most interested in calming traffic, developing streetscapes and pedestrian facilities, maintaining parking, providing access to commercial properties, increasing transit options, and developing a sense of place. WYDOT, with its statewide perspective, may be most focused on moving traffic efficiently and safely.*

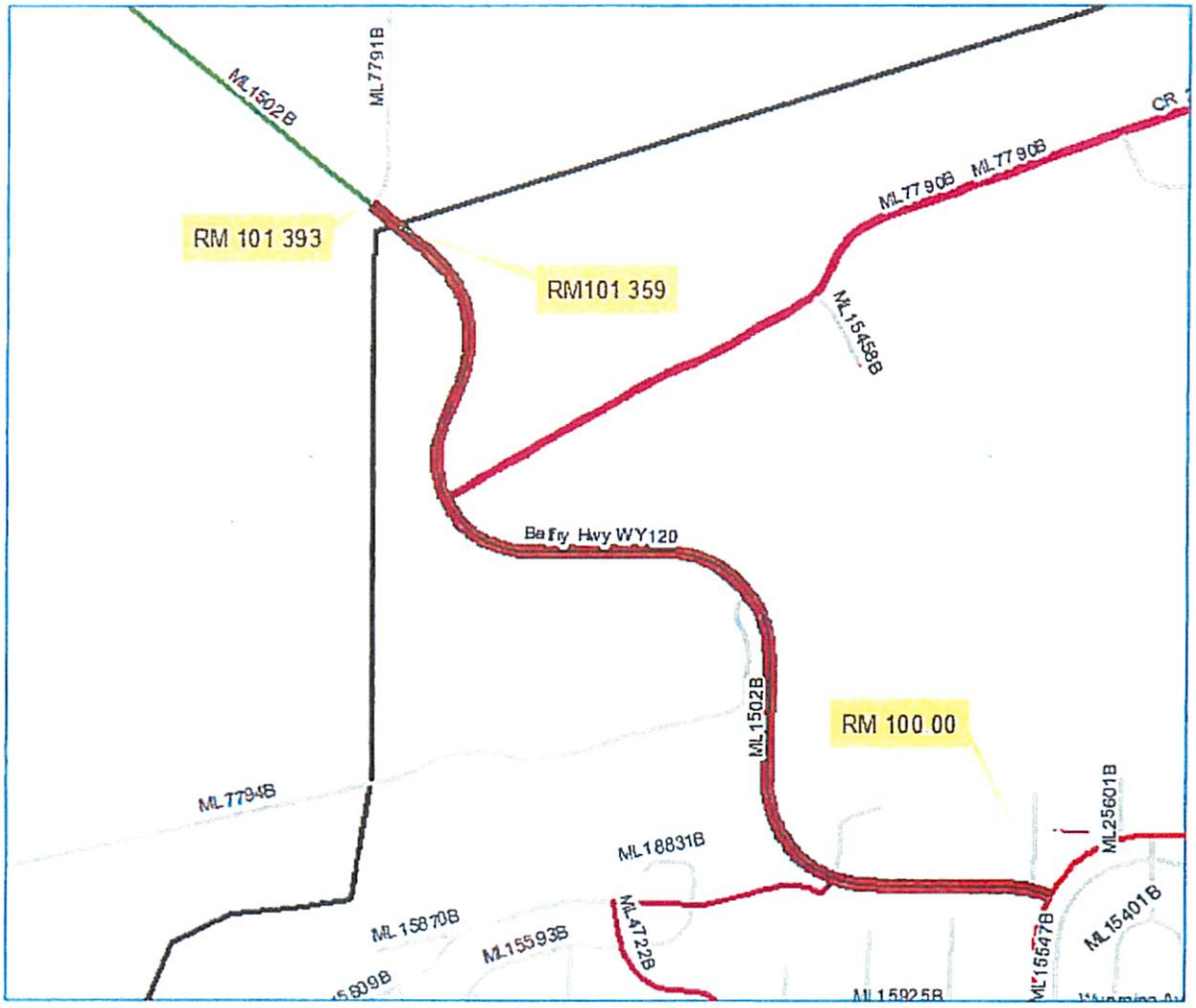
(http://www.dot.state.wy.us/files/live/sites/wydot/files/shared/Planning/Long%20Range%20Transportation%20Plan%202010.pdf) 2) On

June 7, 2017 the Cody Urban Systems Committee approved the following Resolution by motion:
Motion:
Approve removal of the National Highway System designation from the following roadways:
ML1502B, Belfry Highway, WYO 120, RM 100.00 - RM 101.393.

The routes will continue to be functionally classified as Principal Arterials-other.

Jurisdiction	Roadway Name	Route_ID	From HPMS 2016 unconverted	To HPMS 2016 unconverted	From HPMS 2016 Converted	To HPMS 2016 Converted	Length_miles	Proposed_ NHSaction	NHS_Technical_ Corrections	Brief_Justification
State Owned - Urban	WY 120, Belfry Hwy	ML1502B	100.000	101.359	100.000	101.359	1.359	Delete	2016 HPMS	Inconsistency with the needs and priorities of the community or region. The route will remain a Principal Arterial other.
State Owned - Rural	WY 120, Belfry Hwy	ML1502B	101.359	101.393	101.359	101.393	0.034	Delete	2016 HPMS	Inconsistency with the needs and priorities of the community or region. The route will remain a Principal Arterial other.

See Illustration below:



cc:

Kevin McCoy, Policy and Planning Analyst kein.mccoy@wyo.gov
State Blue File – Number 62295 brenda.luegering@wyo.gov

URBAN BOUNDARY and ROADWAY FUNCTIONAL CLASSIFICATION CONCURRENCE

We, as responsible federal, state and local officials concur with the Urban Boundary, and Roadway Functional Classification.

Cody Urban Systems Committee Chairman

signed on this_____ day of _____, 2017

_____

Chairman, Urban Systems Advisory Committee

_____ _____

Chairman, Park County Commission Mayor, City of Cody

_____ _____

Systems Planning Engineer, WYDOT Wyoming Division Planning / Research Manager, FHWA

Blue File# 62295

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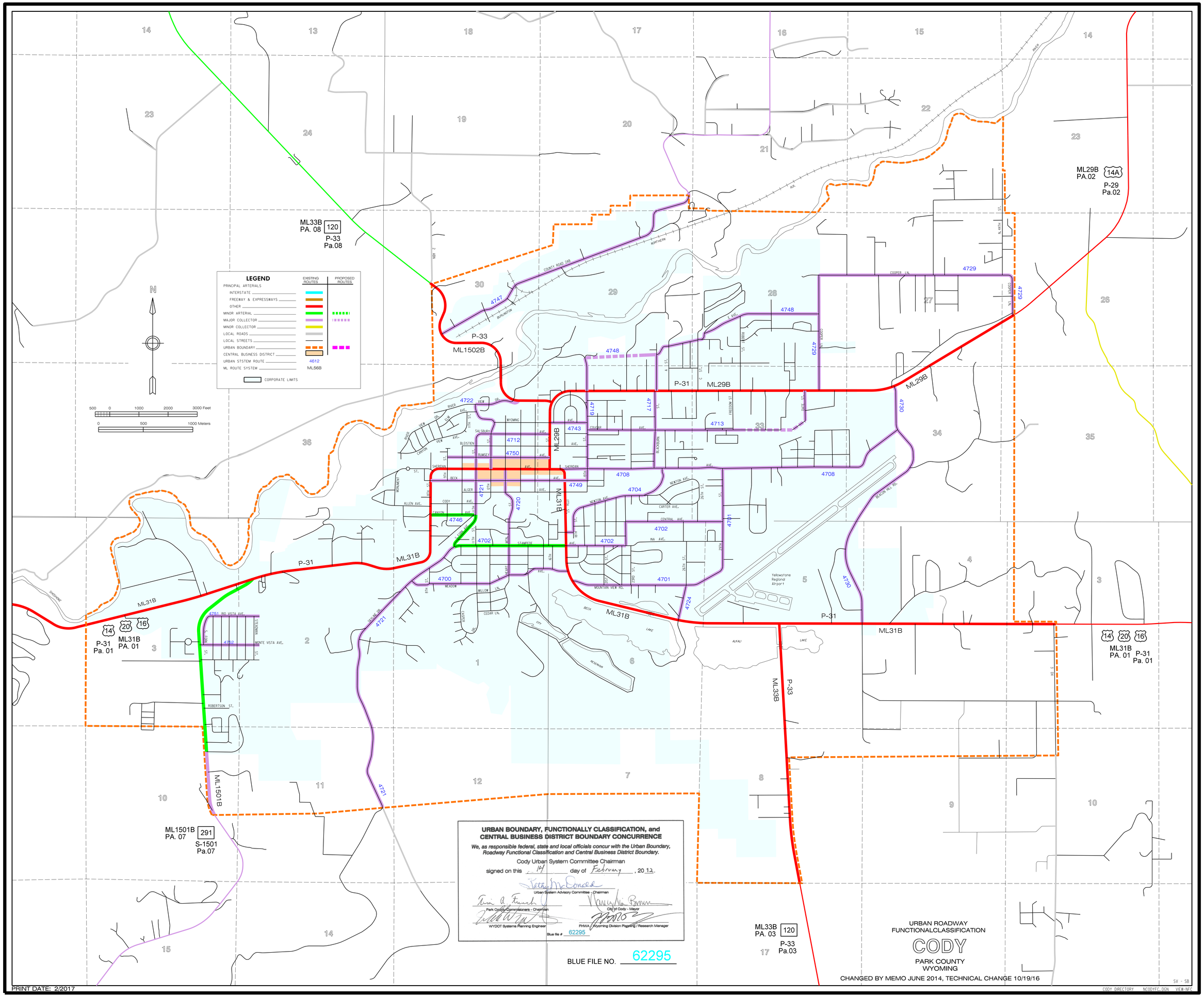

LEGEND
EXISTING ROUTES
PROPOSED ROUTES
PRINCIPAL ARTERIALS
INTERSTATE
FREEWAY & EXPRESSWAYS
OTHER
MINOR ARTERIAL
MAJOR COLLECTOR
MINOR COLLECTOR
LOCAL ROADS
LOCAL STREETS
URBAN BOUNDARY
CENTRAL BUSINESS DISTRICT
URBAN STSTEM ROUTE 4612
ML ROUTE SYSTEM ML56B
CORPORATE LIMITS
N
500 0 1000 2000 3000 Feet
0 500 1000 Meters
ML33B PA. 08 120 P-33 Pa.08
ML29B PA.02 14A P-29 Pa.02
P-33 ML1502B
P-31 ML29B
ML29B
ML31B
P-31
ML31B
P-31 Pa. 01 ML31B PA. 01
ML31B PA. 01 P-31 Pa. 01
ML33B
P-33
ML1501B
ML1501B PA. 07 291 S-1501 Pa.07
ML33B PA. 03 120 P-33 Pa.03
Yellowstone Regional Airport
URBAN BOUNDARY, FUNCTIONALLY CLASSIFICATION, and CENTRAL BUSINESS DISTRICT BOUNDARY CONCURRENCE
We, as responsible federal, state and local officials concur with the Urban Boundary, Roadway Functional Classification and Central Business District Boundary.
Cody Urban System Committee Chairman
signed on this 14 day of February, 20 12.
Urban System Advisory Committee - Chairman
Park County Commissioners - Chairman
City of Cody - Mayor
WYDOT Systems Planning Engineer
FHWA - Wyoming Division Planning / Research Manager
Blue file # 62295
BLUE FILE NO. 62295
URBAN ROADWAY FUNCTIONALCLASSIFICATION
CODY
PARK COUNTY
WYOMING
CHANGED BY MEMO JUNE 2014, TECHNICAL CHANGE 10/19/16
PRINT DATE: 2/2017
SV - SB
CODY DIRECTORY NCODYFC.DGN VIEW-NFC

MEETING DATE: JUNE 20, 2017
DEPARTMENT: PARKS, RECREATION, & PUBLIC FACILITIES
PREPARED BY: RICK MANCHESTER, DIRECTOR
PRESENTED BY: RICK MANCHESTER, DIRECTOR AND
TINA HOEBELHEINRICH, CHAMBER OF COMMERCE EXECUTIVE DIRECTOR

July 4th, 2015-2017 Wild West Extravaganza Agreement

Action to be taken

Request that City Council approves street closures and allows the Mayor to sign the conditions of the agreement for 2017.

Summary

1. The Cody Country Chamber of Commerce, is seeking approval to grant the street closures of 9th Street, 10th Street between Beck and Sheridan Avenues; and closing BOTH sides of Beck Avenue between 9th and 10th Streets for food vendors. The approved closure includes the $25 City Park exclusive use permit. This agreement is requested for street closures starting on Saturday, July 1st at 6:00 PM through 6:00 PM on Tuesday, July 4th. This schedule will apply in 2015 and July 1-4 in 2016 and 2017.

2. Approve the Mayor to sign and enter into a one year agreement with two additional renewal years with the Chamber of Commerce, to conduct the July 4th Extravaganza at City Park on July 1, 2, 3, and 4 in years 2015-2017.

Conditions of the Agreement

The Promoter will:

1. Pay the City 50% of all dumpster charges in City Park area.
2. Pay for any damage caused by vendors or as a result of the festival.
3. Pay any other unforeseen actual costs borne by the City for the event.
4. Provide and pay for portable restroom facilities for participant use during the event.
5. Set up and removal of barricades for the event. The City will provide barricades to the promoter.
6. Pay $50 fee (or current rate) per vendor for each electrical user during the event.
7. Provide liability insurance naming the City of Cody as co-insured up to one million dollar coverage.
8. All food vendors must obtain a local food permit from the State of Wyoming. Vendors must follow guidelines established by the State of Wyoming Department of Revenue.
9. Vendors are not allowed to camp overnight and must leave adequate room for vehicle passage where applicable. This may require parking vendor vehicles at another location as determined by the Police Department.
10. Report back to City Council the status of the festival before October 1st, 2017. Include in the report number of vendors, number of in-town vendors, type of vendors, etc.
11. The promoter is responsible to pay $300 for a transient merchant license. The $300 fee is in lieu of each vendor paying the fee on their own and individually. The promoter is responsible to pay the City a $25 vendor permit fee (or current rate) for each vendor excluding not-for-profit organizations that are able to show proof of current 501 c (3) status.
12. The City or the promoter may cancel this agreement if written notification is given by either party prior to January 1st, of each contract year.

AGENDA ITEM NO. _____

FISCAL IMPACT

The promoter is responsible to pay, the City a $25 vendor permit fee for each vendor, excluding not-for-profit organizations. The promoter will pay 50% of the dumpster charges and an additional $50 (or current rate) for each vendor requiring electrical use. The promoter is responsible to pay damages caused to the park or street as a result of the festival. The promoter is responsible to pay $300 for a festival transient merchant license in lieu of each vendor paying their own and individual transient merchant licenses for the event. The transient merchant license covers all vendors of the Extravaganza. The total revenue to the City, excluding dumpster fees is expected to be $2,500.

ALTERNATIVES

1. Approve a one-year agreement with listed terms to WWE for July 2nd- 4th, 2017.
2. Deny the request and issue a request for qualifications and proposals.

RECOMMENDATION

1. Approve a final year of the agreement with the Chamber of Commerce for the 2017 event.

AGENDA & SUMMARY REPORT TO:

1. Tina Hoebelheinrich, Chamber of Commerce Executive Director
2. Steve Payne, Public Works Director
3. Chuck Baker, Police Chief
4. Rob Kramer, Streets Department
5. Eric Asay, Parks Supervisor

ATTACHMENTS

1. Event Vendor placement map
2. Agenda Request Form

AGENDA ITEM NO. _____

June 6, 2017

Cody Country Chamber of Commerce
836 Sheridan Avenue
Cody, Wyoming 82414

During the ____June 20, 2017__City Council meeting, City Council approved the street closures of 9th Street and 10th Street between Beck and Sheridan Avenues; and closing both sides of Beck Avenue between 9th and 10th Streets for vendors or vendor parking. The closure includes a City Park exclusive use permit with the following conditions. This agreement has been approved by City Council action to be in effect for 2015, 2016, and 2017 (three years.) The event and site preparation will take place each year on July 1, 2, 3, and 4.

Conditions of the Agreement

The Promoter will:

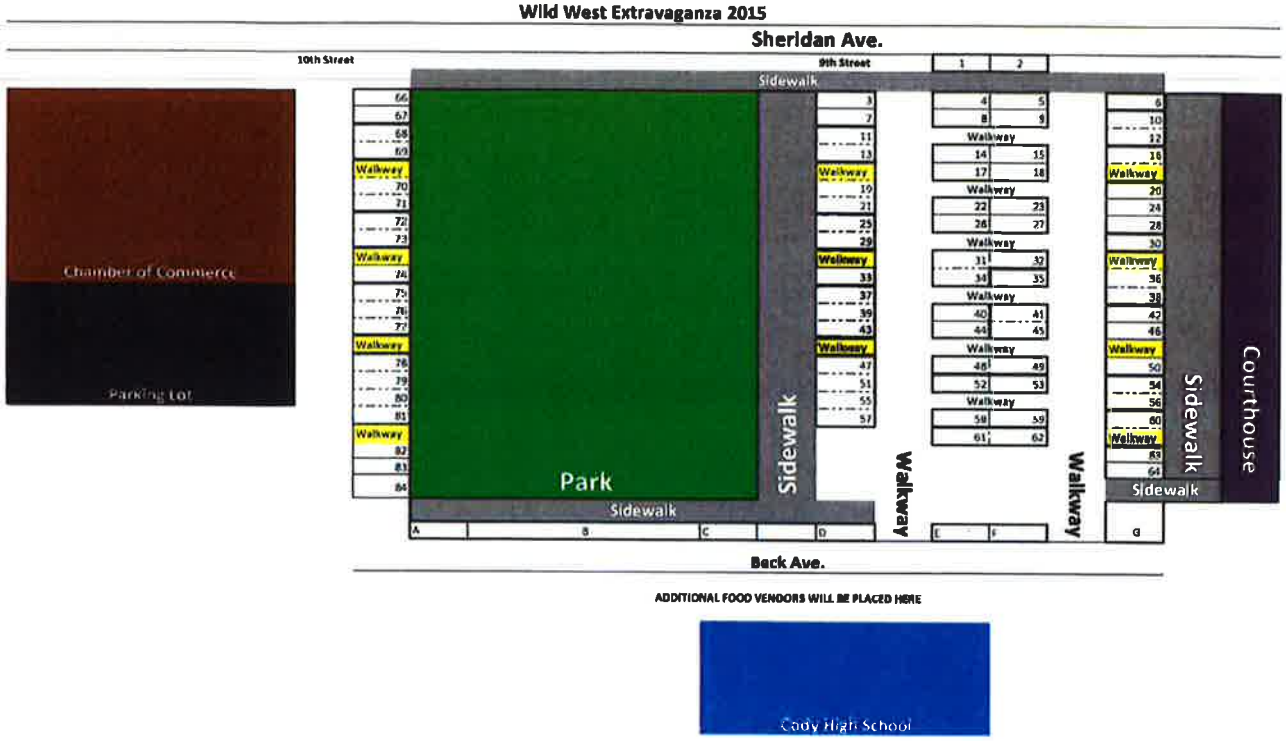
1. Pay the City 50% of all dumpster charges in City Park area.
2. Pay for any damage caused by vendors or as a result of the WWE festival.
3. Pay any other unforeseen actual costs borne by the City for the event.
4. Provide and pay for portable restroom facilities for participant use during the event.
5. Set up and removal of barricades for the event. The City will provide barricades to the promoter.
6. Pay $50 fee (or current rate) per vendor for each electrical user during the event.
7. Provide liability insurance naming the City of Cody as co-insured up to one million dollar coverage.
8. All food vendors must obtain a local food permit from the State of Wyoming. Vendors must follow guidelines established by the State of Wyoming Department of Revenue.
9. Vendors are not allowed to camp overnight and must leave adequate room for vehicle passage where applicable. This may require parking vendor vehicles at another location as determined by the Police Department.
10. Report back to City Council the status of the WWE festival before October 1st, 2017. Include in the report number of vendors, number of in-town vendors, type of vendors, etc.
11. The promoter is responsible to pay $300 for a transient merchant license. The $300 fee is in lieu of each vendor paying the fee on their own and individually. The promoter is responsible to pay the City a $25 vendor permit fee (or current rate) for each vendor excluding not-for-profit organizations that are able to show proof of current 501 c (3) status.
12. The City or the promoter may cancel this agreement if written notification is given by either party prior to January 1st, of each contract year.

I acknowledge receipt of the above conditions for the 2015-2017, Wild West Extravaganza and street closures.

_____	_____
Tina Hoebelheinrich, President Date	Matt Hall, Mayor Date
Cody Country Chamber of Commerce	City of Cody

CC: Barry Cook, City Administrator

Wild West Extravaganza 2015


Sheridan Ave.
10th Street
9th Street
Sidewalk
Chamber of Commerce
Parking Lot
Park
Sidewalk
Sidewalk
Walkway
Walkway
Sidewalk
Sidewalk
Courthouse
Walkway
Walkway
Walkway

CONTRACT OF CITY ATTORNEY

This agreement is made and entered into by and between the City of Cody, Wyoming (the City), and Copenhaver, Kath, Kitchen & Kolpitcke, LLC (CKKK).

W I T N E S S E T H

Term: The term of this contract shall be from July 1, 2017 through June 30, 2018, unless one of the following occurs:

1. The City Attorney provides sixty (60) days written notice to the Governing Body during the term of this contract of his intent to terminate his employment as City Attorney; or

2. Throughout the term of this contract the City Attorney shall serve at the pleasure of the Governing Body and may be discharged at any time by a vote of a majority of the Governing Body.

Compensation: The City shall pay to CKKK a monthly fee of $6,907.92. This fee includes the fees for legal services provided, except as described below for Jury Trials and Additional Work. In addition, the City shall reimburse CKKK for actual costs and expenses for conference call charges, court fees, filing fees, postage, and other out of pocket expenses. A monthly summary of hours worked including a description of projects worked will be submitted to the Governing Body at the beginning of the following month.

General Duties: CKKK shall act as the City Attorney for Cody. Duties of CKKK shall include the following:

-Prosecute misdemeanor ordinance violations in municipal court;
-Prepare and review documents, including ordinances, agreements and resolutions,
-Provide legal advice to the Mayor, Council and City Staff as requested, including during council meetings.
-Perform other legal service as needed by the City.

Jury Trials and Other Additional Work: In addition to the monthly compensation described above, the City shall compensate CKKK for preparation for and

prosecution of jury trials in municipal court at the rate of $95.00 per hour. CKKK shall bill for jury trials from the time of pretrial conference through the verdict. CKKK may seek authorization from the City to bill for additional work if such work is expected to exceed the reasonable scope of duties normally performed by the City Attorney. Compensation for additional work, except for jury trials, shall be pre-approved by the Mayor or City Council.

City of Cody

By:_____
Mayor Matt Hall

Copenhaver, Kath, Kitchen & Kolpitcke, LLC

By:_____
Scott E. Kolpitcke,
Member

Attest:

_____
Cynthia Baker,
Administrative Services Director

Dated this _____ day of _____,2017.

City of Cody
Agenda Request Form

In order to fully prepare the Council for their meetings, individuals wishing to appear before the Council are asked to complete the following information prior to placement on the agenda. You may be notified by mail, telephone or e-mail of the date you have been scheduled to appear. You may also be contacted by City staff prior to the meeting to see if your concerns can be addressed without appearing before the Council.

Please provide the following detailed information relating to your concern or request. This form (and any relevant attachments) is due no later than seven days prior to a Council meeting to allow sufficient time for internal review. Council packets are prepared the Wednesday prior to the Tuesday meetings, however Agenda Request Forms must be submitted no later than the Monday of the previous week for consideration at the Tuesday Meetings. Meetings are held the first and third Tuesday of each month. Please complete the following information in full and return to City of Cody PO Box 2200 Cody, WY 82414 (Fax 307-527-6532)

****

Name of person to appear before the Council Bobby Rock

Organization Represented Irma Hotel

Date you wish to appear before the Council Tuesday, June 20th

Mailing Address 1192 Sheridan Ave Telephone 307-587-4221

E-Mail Address Bobby@irmahotel.com

Preferred form of contact: Telephone X E-Mail

Names of all individuals who will speak on this topic
Bobby Rock

Event Title (if applicable) Remembering Cujo - Memorial for Jerry Brothers

Date(s) of Event (if applicable) Sunday, June 25th

Full description of topic to be discussed (include all relevant information, attach additional sheet if necessary) We will be hosting a memorial event for a Cody local who passed away on Saturday June 10th. Jerry "Cujo"Brothers was well known throughout the area and a patron of the Irma. We would like to close off 12th street from Noon until 6 pm as there will be a lot of motorcyclist attending so we would like to have all the bikes parked on 12th street. We may leave for a short tribute ride and then return to the Irma. We will to the Irma for the afternoon. We will be serving Chili on the porch - cont.

Which City employee(s) have you spoken to about this issue? None

Signature Date June 14, 2017

Revised 2/2012

along with beverages.

We would also like to request an open container permit as we are expecting a large turnout, so if it gets to crowded on the porch, attendees would be able to wander out on 12th street in front of the Irma.

We will purchase the required banquet catering permit to serve chili on the front porch.

Thank You,

Bobby Rock

Marketing and Sales Director

Irma Hotel

307-587-4221

MEETING DATE: 6/20/2017
DEPARTMENT: PARKS, RECREATION & PUBLIC FACILITIES

PREPARED BY: MIKE FINK
PRESENTED BY: RICK MANCHESTER

AGENDA ITEM SUMMARY REPORT
Buffalo Bill Cody Race
Half Marathon and 10K

ACTION TO BE TAKEN:

Request Council to allow Buffalo Bill Races to hold a half marathon (13.1 Miles) and a 10K (6.2 Miles) race starting at 8am on September 23rd, 2017.

SUMMARY OF INFORMATION:

On September 23rd starting at 8am, Buffalo Bill Races would like to hold a half marathon and a 10K race starting and ending at the City Park.

10K Course Proposal #1

- 10th St south to Beck Ave
- Beck Ave east to 20th St
- 20th St North to east Sheridan Ave
- Sheridan Ave east to 31st St
- 31st St south to E Carter Ave
- E Carter Ave west to 29th St
- 29th 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 11th St
- 11th St north to Alger Ave
- Alger Ave west to 10th St
- 10th St to start/finish at City Park

Proposed Closure: 10th Street between Sheridan Avenue and Beck Avenue 6am to 2pm
Proposed Crossing: The intersection of 17th Street and Beck Avenue. A Police officer would be ideal at this crossing between 8am and 8:45am. All runners should have crossed by then.

Half Marathon Course Proposal #1

- Follow 10th St south to Beck Ave and turn left onto Beck Ave
- East on Beck Ave for .93 miles to 20th St
- Left on 20th St north to east Sheridan
- Sheridan east for 2 miles to Beacon Hill Rd

AGENDA ITEM NO. _____

1. Approve Proposal #1 for 10K and Half Marathon
2. Approve Proposal #2 for 10K and Half Marathon
3. Approve either Proposal with Conditions
4. Deny the request

ATTACHMENTS

See Attachments

AGENDA & SUMMARY REPORT TO:

Rick Manchester, Parks, Recreation & Public Facilities Director (307) 587-0400
Mike Fink, Recreation and Public Facilities Superintendent (307) 587-0400
Janie Schneider, Buffalo Bill Cody Races

AGENDA ITEM NO. _____

Buffalo Bill Cody Races

September 23rd, 2017

City Park, Cody

Half Marathon – 13.1 Miles

8am Start

10K – 6.2 Miles

8:30am Start

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.

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 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! While this first year may be a learning process for everyone, 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!

Included you will find two proposal options for the Half Marathon and two for the 10K. The ideal location for the start/finish would be City Park downtown. Finishing downtown will encourage not only tourists, but local participants as well to patronize downtown shops and restaurants within walking distance after finishing. An alternate start/finish for the two races would be Mentock Park. While this location would be more out of the way, it would not encourage the patronage envisioned for this event.

Cody will surely benefit from these events which leave room for growth in future years!

10K Course Proposal #1

September 23rd, 2017 @ 8:30am

6.2 Miles

Start/Finish: City Park on 10th St Cody, WY

- 10th St south to Beck Ave
- Beck Ave east to 20th St
- 20th St North to east Sheridan Ave
- Sheridan Ave east to 31st St
- 31st St south to E Carter Ave
- E Carter Ave west to 29th St
- 29th 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 11th St
- 11th St north to Alger Ave
- Alger Ave west to 10th St
- 10th St to start/finish at City Park

Proposed Closure: 10th St between Sheridan Ave and Beck Ave 6am-2pm

Proposed Crossing: 17th 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.

Half Marathon Course Proposal #1

September 23rd, 2017 @ 8am

13.1 Miles

Start/Finish: City Park on 10th St. Cody, WY

- Follow 10th St south to Beck Ave and turn left onto Beck Ave
- East on Beck Ave for .93 miles to 20th St
- Left on 20th 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: 10th St between Sheridan Ave and Beck Ave 6am-2pm

Proposed Crossing: 17th 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.

10K Course Proposal #2

September 23rd, 2017 @ 8:30am

6.2 Miles

Start/Finish: Mentock Park on Cougar Ave Cody, WY

- From start, east on Cougar Ave to 23rd St
- 24th St south to Sheridan Ave
- Sheridan Ave east to Beacon Hill Rd
- Beacon Hill Rd south to Greybull Highway
- Greybull Highway west to Lt Childers St
- Lt Childers St north to Mountain View Dr
- Mountain View Dr east to 29th St
- 29th St north to Sheridan Ave
- Sheridan Ave west to 23rd St
- 23rd St north to Cougar Ave and Start/Finish at Mentock Park

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.

Half Marathon Course Proposal #2

September 23rd, 2017 @ 8am

13.1 Miles

Start/Finish: Mentock Park on Cougar Ave Cody, WY

Map
Satellite
Big Horn Ave
Sheridan Ave
Cody
Buffalo Bill Center of the West
Yellowstone Regional Airport
Cooper Ln
Dusty Rd
E Ave
Robert St
Cooper Ln W
N 41st St
N 44th St
Sage Creek Rd
Rd 20aw
Rd 23abw
Rd 30cw
Rd 30cw
Rd 30ce
Rd 30ce
Rose Rd
Rose Rd
Sunset Barn
Liberty Ln
Arena Ave
Sports Park
Rd 24ab
Rd 24ac
Rd 24ac
Rd 24ab
Rd 24ab
Rd 24ab

obstacles. Street signs will also be placed in key locations along course to alert traffic to runners on roads and highways.

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
AMERICAN FAMILY LIFE ASSUR					
	A994509	AFLAC PREMIUM	06/08/2017	2,078.76	2,078.76
Total :				2,078.76	2,078.76
Total AMERICAN FAMILY LIFE ASSUR:				2,078.76	2,078.76
AMERICAN WELDING & GAS, INC.					
	04838098	ARGON/CYLINDER RENTAL	05/31/2017	26.38	.00
	04838099	SUPPLIES	05/31/2017	59.24	.00
	04838100	CARBON DIOXIDE/CYLINDER RENTAL	05/31/2017	26.38	.00
Total :				112.00	.00
Total AMERICAN WELDING & GAS, INC.:				112.00	.00
BAILEY ENTERPRISES INCORPORATED					
	053117	Unleaded	06/07/2017	767.10	.00
	053117	Unleaded	06/07/2017	136.43	.00
	053117	Unleaded	06/07/2017	2,000.83	.00
	053117	Diesel	06/07/2017	600.72	.00
	053117	Unleaded	06/07/2017	1,333.59	.00
	053117	Unleaded	06/07/2017	165.24	.00
	053117	Unleaded	06/07/2017	157.24	.00
	053117	Diesel	06/07/2017	2,821.94	.00
	053117	Unleaded	06/07/2017	275.72	.00
	053117	Diesel	06/07/2017	4,669.04	.00
	053117	Unleaded	06/07/2017	121.65	.00
	053117	Diesel	06/07/2017	227.04	.00
	053117	Unleaded	06/07/2017	540.55	.00
	053117	Diesel	06/07/2017	455.11	.00
	053117	Unleaded	06/07/2017	266.30	.00
	053117	Diesel	06/07/2017	798.97	.00
	053117	Unleaded	06/07/2017	694.84	.00
Total :				16,032.31	.00
Total BAILEY ENTERPRISES INCORPORATED:				16,032.31	.00
BARNES, LEYLANGE					
	1807	REC CENTER REFUND	06/06/2017	64.00	.00
Total :				64.00	.00
Total BARNES, LEYLANGE:				64.00	.00
BLACK HILLS ENERGY					
	060617	UTILITIES	06/06/2017	86.95	.00
	060617	UTILITIES	06/06/2017	363.99	.00
	060617	UTILITIES	06/06/2017	519.76	.00
	060617	UTILITIES	06/06/2017	1,509.01	.00
	060617	UTILITIES	06/06/2017	4,527.03	.00
	060617	UTILITIES	06/06/2017	114.61	.00
	060617	UTILITIES	06/06/2017	29.52	.00
	060617	UTILITIES	06/06/2017	83.22	.00
	060617	UTILITIES	06/06/2017	17.37	.00
	060617	UTILITIES	06/06/2017	99.32	.00
	060617	UTILITIES	06/06/2017	50.02	.00

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
Total :				7,400.80	.00
Total BLACK HILLS ENERGY:				7,400.80	.00
BLANKENSHIP QUALITY CONCRETE LLC					
	1116	CONCRETE	05/30/2017	2,402.87	.00
	1116	CONCRETE	05/30/2017	274.50	.00
Total :				2,677.37	.00
Total BLANKENSHIP QUALITY CONCRETE LLC:				2,677.37	.00
BOULWARE, DARLENE					
	1808	REC CENTER REFUND	06/08/2017	210.00	.00
Total :				210.00	.00
Total BOULWARE, DARLENE:				210.00	.00
CARQUEST AUTO PARTS					
	2874-IC-32780	Credit Repair Parts - VM	05/22/2017	96.31-	.00
	2874-IC-32780	Credit Repair Parts - VM	05/22/2017	54.00-	.00
	2874-IC-32787	Credit Repair Parts - VM	05/23/2017	103.73-	.00
	2874-IC-32792	Credit Repair Parts - VM	05/23/2017	.72-	.00
	2874-ID-32636	Tools - VM	05/01/2017	30.87	.00
	2874-ID-32642	Repair Parts - VM	05/02/2017	27.54	.00
	2874-ID-32646	Repair Parts - VM	05/02/2017	60.90	.00
	2874-ID-32662	Repair Parts - VM	05/04/2017	2.87	.00
	2874-ID-32685	Repair Parts - VM	05/08/2017	276.42	.00
	2874-ID-32697	Repair Parts - VM	05/09/2017	12.00	.00
	2874-ID-32697	Repair Parts - VM	05/09/2017	25.49	.00
	2874-ID-32702	Repair Parts - VM	05/10/2017	2.59	.00
	2874-ID-32703	Repair Parts - VM	05/10/2017	30.97	.00
	2874-ID-32703	Repair Parts - VM	05/10/2017	76.49	.00
	2874-ID-32705	Repair Parts - VM	05/10/2017	9.10	.00
	2874-ID-32712	Repair Parts - VM	05/11/2017	9.52	.00
	2874-ID-32731	Repair Parts - VM	05/15/2017	24.50	.00
	2874-ID-32738	Repair Parts - VM	05/16/2017	2.87	.00
	2874-ID-32749	Repair Parts - VM	05/17/2017	3.04	.00
	2874-ID-32760	Repair Parts - VM	05/19/2017	103.73	.00
	2874-ID-32780	Repair Parts - VM	05/22/2017	6.02	.00
	2874-ID-32786	Repair Parts - VM	05/23/2017	96.31	.00
	2874-ID-32792	Repair Parts - VM	05/23/2017	12.40	.00
	2874-ID-32802	Repair Parts - VM	05/24/2017	25.90	.00
	2874-ID-32808	Repair Parts - VM	05/25/2017	93.12	.00
	2874-ID-32834	Repair Parts - VM	05/30/2017	3.50	.00
	2874-ID-32841	Repair Parts - VM	05/31/2017	3.99	.00
Total :				685.38	.00
Total CARQUEST AUTO PARTS:				685.38	.00
CASELLE, INC					
	81240	SUPPORT FEES	06/02/2017	31,635.00	.00
Total :				31,635.00	.00

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
Total CASELLE, INC:				31,635.00	.00
CITY OF CODY					
	060217	RESTITUTION FROM RAY CARPENTER MC-1611 -001	06/02/2017	100.00	.00
Total :				100.00	.00
Total CITY OF CODY:				100.00	.00
CLARK, RONALD W					
TOWN TAXI	062017	TIPSY TAXI VOUCHERS	06/20/2017	224.00	.00
Total :				224.00	.00
Total CLARK, RONALD W:				224.00	.00
CODY CHAMBER OF COMMERCE					
	6149	NATIONAL PARKS DAY	05/22/2017	16.00	.00
Total :				16.00	.00
Total CODY CHAMBER OF COMMERCE:				16.00	.00
COLLING, DOTY					
	14.5050.41	REFUND UTILITY DEPOSIT	06/02/2017	262.81	.00
Total :				262.81	.00
Total COLLING, DOTY:				262.81	.00
COPENHAVER KATH KITCHEN KOLPITCKE LLC					
	5312017	LEGAL SERVICES - MAY	06/01/2017	6,907.92	.00
Total :				6,907.92	.00
Total COPENHAVER KATH KITCHEN KOLPITCKE LLC:				6,907.92	.00
COURCHENE, RICH					
	15.1820.48	REFUND DEPOSIT	05/30/2017	129.54	.00
Total :				129.54	.00
Total COURCHENE, RICH:				129.54	.00
DIVISION OF VICTIM'S SERVICES					
	60217	CRIME VICTIM'S COMP - MAY 2017	06/02/2017	100.00	.00
Total :				100.00	.00
Total DIVISION OF VICTIM'S SERVICES:				100.00	.00
FIFE, DAVID					
	1803	REC CENTER REFUND	06/06/2017	120.00	.00
Total :				120.00	.00
Total FIFE, DAVID:				120.00	.00

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
GARRETT & COMPANY, INC					
	7419	CITY PARK TEETER	05/26/2017	443.38	.00
Total :				443.38	.00
Total GARRETT & COMPANY, INC:				443.38	.00
H B I INSURANCE					
	1860	BOND RENEWAL	05/17/2017	50.00	.00
Total :				50.00	.00
Total H B I INSURANCE:				50.00	.00
HARRIS TRUCKING AND CONSTRUCTION CO					
PARK COUNTY READY MIX	113149	CONCRETE	05/25/2017	97.75	.00
Total :				97.75	.00
Total HARRIS TRUCKING AND CONSTRUCTION CO:				97.75	.00
HARRIS TRUCKING AND CONSTRUCTION CO.					
	129198R	Grading "H"	04/28/2017	2,216.86	.00
	129315	Grading "H" to Blackburn	05/19/2017	122.94	.00
	129353	PEA GRAVEL	05/31/2017	380.18	.00
	129364	ASPHALT PATCHING	05/17/2017	10,136.96	.00
	129365	ASPHALT - BECK AVE	05/26/2017	29,939.84	.00
	129373	ASPHALT PATCHING	05/31/2017	24,963.84	.00
	PAY APP #6 W	WASTE WATER TREATMENT FACILITY PHASE 1	06/12/2017	38,700.73	.00
	PAY APP #6 W	WASTE WATER TREATMENT FACILITY PHASE 1	06/12/2017	91,474.44	.00
	PAY APP #6 W	WASTE WATER TREATMENT FACILITY PHASE 1	06/12/2017	45,737.22	.00
	RET #6 WWTF	WWTF - PHASE 1 RETAINGE	06/12/2017	4,300.08	.00
	RET #6 WWTF	WWTF - PHASE 1 RETAINGE	06/12/2017	10,163.83	.00
	RET #6 WWTF	WWTF - PHASE 1 RETAINGE	06/12/2017	5,081.91	.00
Total :				263,218.83	.00
Total HARRIS TRUCKING AND CONSTRUCTION CO.:				263,218.83	.00
HULBERT, CHUCK					
	1806	REC CENTER REFUND	06/06/2017	24.00	.00
Total :				24.00	.00
Total HULBERT, CHUCK:				24.00	.00
J & J CONSTRUCTION LLC					
	PAY APP 3 SU	SUNSET BLVD WATER MAIN	06/09/2017	12,945.09	.00
	PAY APP 3 SU	SUNSET BLVD CONCRETE REPLACEMENT	06/09/2017	15,477.00	.00
	RET 3 SUNSE	SUNSET BLVD WATER MAIN RETAINAGE	06/09/2017	1,547.70	.00
	RET 3 SUNSE	SUNSET BLVD CONCRETE REPLACEMENT RETAINAGE	06/09/2017	1,610.30	.00
Total :				31,580.09	.00
Total J & J CONSTRUCTION LLC:				31,580.09	.00
JUST BE YOU INC					
CHILDREN'S PLAY STRUCTURES	PAY APP #4	MENTOCK PARK - WBC	06/01/2017	31,832.21	.00

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
CHILDREN'S PLAY STRUCTURES	PAY APP #4	MENTOCK PARK - SLIB	06/01/2017	54,200.79	.00
CHILDREN'S PLAY STRUCTURES	PAY APP #4	MENTOCK PARK - RETAINAGE WITHHELD	06/01/2017	8,603.30-	.00
Total :				77,429.70	.00
Total JUST BE YOU INC:				77,429.70	.00
KEELE SANITATION, LLC					
	604146	PORTABLE RESTROOMS CLEANED - HUGH SMITH	05/31/2017	150.00	.00
	604147	PORTABLE RESTROOMS	05/31/2017	187.50	.00
Total :				337.50	.00
Total KEELE SANITATION, LLC:				337.50	.00
KEHOE, DOROTHY M					
	11.0280.20	REFUND OVERPAYMENT	05/25/2017	214.59	.00
Total :				214.59	.00
Total KEHOE, DOROTHY M:				214.59	.00
KELSEY, EVERETT					
C/O DORIS L HARVARD	8.0640.10	REFUND OVERPAYMENT	05/30/2017	28.10	.00
Total :				28.10	.00
Total KELSEY, EVERETT:				28.10	.00
KITCHEN, SCOTT					
	642045	REIMBURSE FOR MILEAGE	06/01/2017	35.04	.00
Total :				35.04	.00
Total KITCHEN, SCOTT:				35.04	.00
LAFRENTZ, CHANDRA					
	1802	REC CENTER REFUND	05/22/2017	80.00	.00
Total :				80.00	.00
Total LAFRENTZ, CHANDRA:				80.00	.00
LEADERSHIP WYOMING					
	060617	TRAINING - MAYOR	06/06/2017	3,000.00	.00
Total :				3,000.00	.00
Total LEADERSHIP WYOMING:				3,000.00	.00
LEWIS, ELLA					
	060217	RESTITUTION FROM STEPHEN REX JR MC-1701 -001	06/02/2017	300.00	.00
Total :				300.00	.00
Total LEWIS, ELLA:				300.00	.00

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
MALTBY, CONNIE					
	060217	RESTITUTION FROM JOHN EDWARDS MC-1606-002	06/02/2017	100.00	.00
Total :				100.00	.00
Total MALTBY, CONNIE:				100.00	.00
MCJUNKIN, H IRENE					
	14.1490.13	REFUND DEPOSIT	06/02/2017	30.49	.00
Total :				30.49	.00
Total MCJUNKIN, H IRENE:				30.49	.00
MIDWAY AUTO SALES					
	060217	RESTITUTION FROM MCKENZIE RAY MC-1701-015	06/02/2017	100.00	.00
Total :				100.00	.00
Total MIDWAY AUTO SALES:				100.00	.00
MOUNTAIN WEST COMPUTER					
	52517	NOTARY STAMP	05/25/2017	29.95	.00
Total :				29.95	.00
Total MOUNTAIN WEST COMPUTER:				29.95	.00
NCPERS WYOMING					
	060817	PREMIUM	06/08/2017	384.00	384.00
Total :				384.00	384.00
Total NCPERS WYOMING:				384.00	384.00
NORCO, INC.					
	21240357	SUPPLIES	05/31/2017	12.15	.00
Total :				12.15	.00
Total NORCO, INC.:				12.15	.00
NORTHWEST PIPE					
	1810912	4" MJ, CI Plug	05/30/2017	23.91	.00
Total :				23.91	.00
Total NORTHWEST PIPE:				23.91	.00
NYFFLER, RHONDA					
	060217	RESTITUTION FROM JENNIFER WEINGARTNER MC-1510-002	06/02/2017	150.00	.00
Total :				150.00	.00
Total NYFFLER, RHONDA:				150.00	.00

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
ONE-CALL OF WYOMING					
	45056	ONE CALL FEES - MAY 2017	06/05/2017	35.81	.00
	45056	ONE-CALL FEES MAY 2017	06/05/2017	35.81	.00
	45056	ONE CALL FEES - MAY 2017	06/05/2017	35.81	.00
	45056	ONE CALL FEES - MAY 2017	06/05/2017	35.82	.00
Total :				143.25	.00
Total ONE-CALL OF WYOMING:				143.25	.00
PARK COUNTY					
	255	LEC CONTRACT - DISPATCH	06/01/2017	25,985.95	.00
	255	LEC CONTRACT - CONSOLE	06/01/2017	3,184.96	.00
	255	LEC CONTRACT - UTILITIES	06/01/2017	1,076.65	.00
Total :				30,247.56	.00
Total PARK COUNTY:				30,247.56	.00
PARK COUNTY ANIMAL SHELTER					
	60117	ANIMAL SERVICE CONTRACT	06/01/2017	3,750.00	.00
Total :				3,750.00	.00
Total PARK COUNTY ANIMAL SHELTER:				3,750.00	.00
PARK COUNTY CIRCUIT COURT					
	053117	CV-2016-240	06/01/2017	307.97	307.97
Total :				307.97	307.97
Total PARK COUNTY CIRCUIT COURT:				307.97	307.97
PARK COUNTY LANDFILL					
	053117	LANDFILL CHARGES - MAY 2017	05/31/2017	85,142.28	.00
Total :				85,142.28	.00
Total PARK COUNTY LANDFILL:				85,142.28	.00
PARK COUNTY SHERIFF					
	053117	INCARCERATION - MAY 2017	05/31/2017	960.00	.00
Total :				960.00	.00
Total PARK COUNTY SHERIFF:				960.00	.00
PETTUS, SEAN					
	13.1690.42	REFUND DEPOSIT	06/01/2017	80.54	.00
Total :				80.54	.00
Total PETTUS, SEAN:				80.54	.00
POSTELL, CONSUELA					
	060217	RESTITUTION FROM KYM D ERWIN MC-1601-003	06/02/2017	100.00	.00

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
Total :				100.00	.00
Total POSTELL, CONSUELA:				100.00	.00
PROVIDENT LIFE & ACCIDENT INS					
	060817	PREMIUMS	06/08/2017	167.06	167.06
Total :				167.06	167.06
Total PROVIDENT LIFE & ACCIDENT INS :				167.06	167.06
PURCHASE POWER					
	060817	POSTAGE - PD	06/08/2017	58.18	.00
	060817	POSTAGE - ADMIN	06/08/2017	1,150.98	.00
	060817	POSTAGE - WATER	06/08/2017	2.76	.00
	060817	POSTAGE - REC CENTER	06/08/2017	788.08	.00
	060817	POSTAGE - REFILL FEE	06/08/2017	20.99	.00
Total :				2,020.99	.00
Total PURCHASE POWER:				2,020.99	.00
QUALITY ASPHALT PAVING, INC					
	1618	ASPHALT PATCHING	05/23/2017	7,450.00	.00
	1623	ASPHALT PREP & LAYDOWN	05/31/2017	8,222.50	.00
Total :				15,672.50	.00
Total QUALITY ASPHALT PAVING, INC:				15,672.50	.00
REGIONAL SUPPLY, LLC					
	1923440445	SIGN MATERIAL	05/24/2017	2,258.36	.00
Total :				2,258.36	.00
Total REGIONAL SUPPLY, LLC:				2,258.36	.00
ROCKY MOUNTAIN GRANITE					
	60617	REFUND SIDEWALK BOND	06/06/2017	2,352.00	.00
Total :				2,352.00	.00
Total ROCKY MOUNTAIN GRANITE:				2,352.00	.00
SABER PEST CONTROLL LLC					
	P103	PEST CONTROL - PUBLIC WORKS	06/01/2017	100.00	.00
Total :				100.00	.00
Total SABER PEST CONTROLL LLC:				100.00	.00
SCHOW, MARK					
OR SCHOW, CHARLENE	15.1130.14	REFUND DEPOSIT	05/31/2017	237.12	.00
Total :				237.12	.00

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
Total SCHOW, MARK:				237.12	.00
SHOSHONE MUNICIPAL PIPELINE					
	060117	SMP WATER PURCHASE - MAY 2017	06/01/2017	130,393.62	.00
Total :				130,393.62	.00
Total SHOSHONE MUNICIPAL PIPELINE:				130,393.62	.00
SOUTHFORK ELECTRIC					
	5823	AERATOR REPAIR	06/05/2017	738.17	.00
Total :				738.17	.00
Total SOUTHFORK ELECTRIC:				738.17	.00
SYMBOL ARTS					
	0282942-IN	AWARDS COMS	05/30/2017	705.00	.00
Total :				705.00	.00
Total SYMBOL ARTS:				705.00	.00
SYSTEMS GRAPHICS INC					
ADVANCED INFO SYSTEMS	13807	CYCLE 2 OUTSOURCE BILLS	05/26/2017	1.79	.00
ADVANCED INFO SYSTEMS	13807	CYCLE 2 OUTSOURCE BILLS	05/26/2017	21.52	.00
ADVANCED INFO SYSTEMS	13807	CYCLE 2 OUTSOURCE BILLS	05/26/2017	30.48	.00
ADVANCED INFO SYSTEMS	13807	CYCLE 2 OUTSOURCE BILLS	05/26/2017	12.55	.00
ADVANCED INFO SYSTEMS	13807	CYCLE 2 OUTSOURCE BILLS	05/26/2017	112.98	.00
ADVANCED INFO SYSTEMS	13811	CYCLE 3 OUTSOURCE BILLS	05/31/2017	4.07	.00
ADVANCED INFO SYSTEMS	13811	CYCLE 3 OUTSOURCE BILLS	05/31/2017	48.87	.00
ADVANCED INFO SYSTEMS	13811	CYCLE 3 OUTSOURCE BILLS	05/31/2017	69.24	.00
ADVANCED INFO SYSTEMS	13811	CYCLE 3 OUTSOURCE BILLS	05/31/2017	28.51	.00
ADVANCED INFO SYSTEMS	13811	CYCLE 3 OUTSOURCE BILLS	05/31/2017	256.60	.00
ADVANCED INFO SYSTEMS	13821	CYCLE 4 OUTSOURCE BILLS	06/02/2017	2.32	.00
ADVANCED INFO SYSTEMS	13821	CYCLE 4 OUTSOURCE BILLS	06/02/2017	27.90	.00
ADVANCED INFO SYSTEMS	13821	CYCLE 4 OUTSOURCE BILLS	06/02/2017	39.52	.00
ADVANCED INFO SYSTEMS	13821	CYCLE 4 OUTSOURCE BILLS	06/02/2017	16.27	.00
ADVANCED INFO SYSTEMS	13821	CYCLE 4 OUTSOURCE BILLS	06/02/2017	146.48	.00
Total :				819.10	.00
Total SYSTEMS GRAPHICS INC:				819.10	.00
THE OFFICE SHOP INC					
	60713	QUARTERLY COPIER MAINTENACE AGREEMENT	05/26/2017	1,265.05	.00
	60714	COPIER AGREEMENT	05/26/2017	849.70	.00
	60715	COPIER CONTRACT - COMMUNITY DEVELOPMENT	05/26/2017	153.02	.00
	60717	COPIER CONTRACT - SHOP	05/26/2017	5.81	.00
	60717	COPIER CONTRACT - SHOP	05/26/2017	5.81	.00
	60717	COPIER CONTRACT - SHOP	05/26/2017	5.81	.00
	60717	COPIER CONTRACT - SHOP	05/26/2017	5.81	.00
	60717	COPIER CONTRACT - SHOP	05/26/2017	5.82	.00
	60717	COPIER CONTRACT - SHOP	05/26/2017	5.81	.00
Total :				2,302.64	.00

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
Total THE OFFICE SHOP INC:				2,302.64	.00
TRAVELERS CL REMITTANCE CENTER					
	61217	PROPERTY INSURANCE	06/12/2017	58,979.00	.00
Total :				58,979.00	.00
Total TRAVELERS CL REMITTANCE CENTER:				58,979.00	.00
TUNDRA GENERAL CONTRACTORS, LLC					
	9201676	CHAMBER PROJECT	05/25/2017	14,400.20	.00
	9201677	CHAMBER PROJECT	05/25/2017	1,600.00	.00
Total :				16,000.20	.00
Total TUNDRA GENERAL CONTRACTORS, LLC:				16,000.20	.00
U S BANK PURCHASE CARD					
	060617	WaterCAD subscription	06/06/2017	2,750.00	.00
	060617	Email Domain Fee	06/06/2017	184.95	.00
	060617	Customer service training class	06/06/2017	90.00	.00
	060617	Federal audit compliance guide	06/06/2017	261.00	.00
	060617	training	06/06/2017	165.00	.00
	060617	employee recognition	06/06/2017	27.22	.00
	060617	supplies and employee recognition	06/06/2017	225.10	.00
	060617	Fuel - court clerks conference	06/06/2017	31.80	.00
	060617	Fuel - court clerks conference	06/06/2017	14.11	.00
	060617	Lodging - court clerks conference	06/06/2017	239.98	.00
	060617	Meals - court clerks conference	06/06/2017	25.00	.00
	060617	Expenses - WAM Convention	06/06/2017	29.89	.00
	060617	stapler	06/06/2017	16.26	.00
	060617	printed materials	06/06/2017	388.00	.00
	060617	File folders, index tabs, binders	06/06/2017	221.34	.00
	060617	Toner cartridges, hole punch	06/06/2017	208.94	.00
	060617	car wash	06/06/2017	10.00	.00
	060617	car wash	06/06/2017	10.00	.00
	060617	Toner	06/06/2017	95.12	.00
	060617	Postage machine Supplies	06/06/2017	84.99	.00
	060617	BCN TELECOM	06/06/2017	153.92	.00
	060617	Utilities - Phone - TCT	06/06/2017	836.11	.00
	060617	Utilities - Verizon	06/06/2017	65.31	.00
	060617	advertising	06/06/2017	346.00	.00
	060617	Advertising	06/06/2017	72.00	.00
	060617	Advertising	06/06/2017	3,746.05	.00
	060617	computer support	06/06/2017	41.03	.00
	060617	Risk assessments	06/06/2017	311.06	.00
	060617	Risk Assessments	06/06/2017	278.17	.00
Total ADMINISTRATIVE SERVICES:				10,928.35	.00
	060617	co2	06/06/2017	150.00	.00
	060617	co2	06/06/2017	174.00	.00
	060617	programs	06/06/2017	35.00	.00
	060617	programs	06/06/2017	35.00	.00
	060617	programs	06/06/2017	35.00	.00
	060617	programs	06/06/2017	9.99	.00
	060617	programs	06/06/2017	23.97	.00
	060617	programs	06/06/2017	37.85	.00

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
	060617	programs	06/06/2017	56.82	.00
	060617	programs	06/06/2017	38.19	.00
	060617	programs	06/06/2017	36.62	.00
	060617	programs	06/06/2017	35.00	.00
	060617	programs	06/06/2017	43.03	.00
	060617	programs	06/06/2017	135.00	.00
	060617	programs-new pool noodles	06/06/2017	561.44	.00
Total AQUATICS:				1,406.91	.00
	060617	Expenses - WAM Convention	06/06/2017	190.00	.00
	060617	meeting expenses	06/06/2017	120.00	.00
	060617	travel expenses	06/06/2017	20.20	.00
	060617	travel expenses	06/06/2017	27.65	.00
	060617	travel expenses	06/06/2017	36.06	.00
	060617	Utilities - Verizon	06/06/2017	49.48	.00
Total CITY ADMINISTRATOR:				443.39	.00
	060617	Code Exam - Sean Collier	06/06/2017	199.00	.00
	060617	Training handbooks - Building Dept.	06/06/2017	497.90	.00
	060617	Uniforms - Bernie Butler	06/06/2017	178.12	.00
	060617	Car Wash - Scott King	06/06/2017	13.00	.00
	060617	Utilities - Verizon	06/06/2017	318.89	.00
Total COMMUNITY DEVELOPMENT:				1,206.91	.00
	060617	Random Drug Testing	06/06/2017	36.00	.00
	060617	Random Testing	06/06/2017	30.00	.00
	060617	Random Testing	06/06/2017	60.00	.00
	060617	Hardware Supplies	06/06/2017	24.65	.00
	060617	Shop Supplies	06/06/2017	130.75	.00
	060617	Tagging supplies	06/06/2017	82.18	.00
	060617	batteries	06/06/2017	40.85	.00
	060617	Streetlight repair	06/06/2017	7.78	.00
	060617	Utilities - Phone - TCT	06/06/2017	86.24	.00
	060617	Utilities - Verizon	06/06/2017	294.50	.00
	060617	Utilities - Century Link	06/06/2017	38.34	.00
	060617	Equipment Rental	06/06/2017	2,611.34	.00
	060617	Sunset Boulevard Conduit	06/06/2017	101.20	.00
Total ELECTRIC:				3,543.83	.00
	060617	Expenses - WAM Convention	06/06/2017	203.30	.00
	060617	meeting expenses	06/06/2017	288.00	.00
	060617	Budget meeting supplies	06/06/2017	27.26	.00
	060617	meeting expense	06/06/2017	32.77	.00
	060617	travel expenses	06/06/2017	34.20	.00
	060617	travel expenses	06/06/2017	36.10	.00
	060617	computer equipment - replacement - Council Chambers	06/06/2017	20.96	.00
Total MAYOR-COUNCIL:				642.59	.00
	060617	Plant ID	06/06/2017	25.00	.00
	060617	Random Testing	06/06/2017	120.00	.00
	060617	Random Testing	06/06/2017	240.00	.00
	060617	Uniforms	06/06/2017	22.00	.00
	060617	Tools	06/06/2017	15.99	.00

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
	060617	Ballfield supplies	06/06/2017	79.99	.00
	060617	Mentock NEOS timer	06/06/2017	14.99	.00
	060617	Replacement paddlelocks	06/06/2017	60.65	.00
	060617	Restroom supplies	06/06/2017	214.95	.00
	060617	RR Supplies	06/06/2017	69.46	.00
	060617	Softball infield	06/06/2017	40.00	.00
	060617	Stock	06/06/2017	1.23	.00
	060617	Supplies	06/06/2017	3.72	.00
	060617	City Park flower bed	06/06/2017	98.29	.00
	060617	City Park flower bed	06/06/2017	4.84	.00
	060617	City Park flower bed	06/06/2017	233.10	.00
	060617	Ice bucket	06/06/2017	3.99	.00
	060617	Pre-emergent	06/06/2017	19.99	.00
	060617	Supplies	06/06/2017	7.99	.00
	060617	Supplies	06/06/2017	35.97	.00
	060617	Ballfield supplies	06/06/2017	128.00	.00
	060617	Flags for Rec Center	06/06/2017	19.16	.00
	060617	Materials	06/06/2017	9.96	.00
	060617	Senior field	06/06/2017	3.00	.00
	060617	Supplies	06/06/2017	2.99	.00
	060617	Supplies	06/06/2017	13.97	.00
	060617	Supplies	06/06/2017	33.93	.00
	060617	Supplies	06/06/2017	6.99	.00
	060617	Veterans Memorial Directory	06/06/2017	180.14	.00
	060617	Veterans Memorial Directory	06/06/2017	4.30-	.00
	060617	Replacement bulbs	06/06/2017	19.98	.00
	060617	Supplies	06/06/2017	37.99	.00
	060617	Supplies	06/06/2017	11.28	.00
	060617	Supplies	06/06/2017	9.99	.00
	060617	Supplies	06/06/2017	2.28	.00
	060617	Gloves	06/06/2017	19.99	.00
	060617	City Park flower bed	06/06/2017	300.81	.00
	060617	City Park flower bed	06/06/2017	162.02	.00
	060617	Trimmer repairs	06/06/2017	28.84	.00
	060617	Blower filter	06/06/2017	27.49	.00
	060617	Draw Street tree reduction	06/06/2017	350.00	.00
	060617	Marking paint	06/06/2017	1,044.00	.00
	060617	Pump repair Valley View	06/06/2017	18.47	.00
	060617	Irrigation	06/06/2017	61.44	.00
	060617	Irrigation	06/06/2017	4.89	.00
	060617	Irrigation repairs	06/06/2017	7.71	.00
	060617	Repairs	06/06/2017	31.36	.00
	060617	River View repair	06/06/2017	5.58	.00
	060617	River View repairs	06/06/2017	40.39	.00
	060617	Irrigation repairs	06/06/2017	11.86	.00
	060617	Irrigation repairs	06/06/2017	28.58	.00
	060617	Irrigation repairs	06/06/2017	12.48	.00
	060617	Irrigation repairs	06/06/2017	270.00	.00
	060617	Utilities - Phone - TCT	06/06/2017	88.03	.00
	060617	Utilities - Verizon	06/06/2017	101.92	.00
	060617	Veteran's Memorial Lights	06/06/2017	671.67	.00
	060617	Veteran's Memorial Lights	06/06/2017	132.19	.00
	060617	Veteran's Memorial Lights	06/06/2017	86.69	.00
Total PARKS MAINTENANCE:				5,293.92	.00
	060617	Random Drug Testing	06/06/2017	76.50	.00
	060617	Random Testing	06/06/2017	30.00	.00

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
	060617	Baggage Charge C25 NASRO Conf Birmingham AL	06/06/2017	25.00	.00
	060617	Lodging C25 NASRO Conf Birmingham AL	06/06/2017	234.88	.00
	060617	Meal C25 NASRO Conf Birmingham AL	06/06/2017	36.46	.00
	060617	Meal C25 NASRO Conf Birmingham AL	06/06/2017	9.25	.00
	060617	Meal C25 NASRO Conf Birmingham AL	06/06/2017	29.75	.00
	060617	Meal C25 NASRO Leadership Conf Birmingham AL	06/06/2017	68.02	.00
	060617	Lodging C03 LECC Conference Cheyenne	06/06/2017	284.00	.00
	060617	Meal C03 LECC Conference Cheyenne	06/06/2017	30.20	.00
	060617	Meal C03 LECC Conference Cheyenne	06/06/2017	29.78	.00
	060617	Lodging C07 Bulletproof Training Billings	06/06/2017	107.93	.00
	060617	Meal C07 Bulletproof Training Billings	06/06/2017	35.35	.00
	060617	Meal C07 Bulletproof Training Billings	06/06/2017	12.49	.00
	060617	Belt C25	06/06/2017	30.00	.00
	060617	Uniform Shirts C05	06/06/2017	119.98	.00
	060617	Uniform Allowance C06	06/06/2017	74.99	.00
	060617	Uniform shirts C06	06/06/2017	88.98	.00
	060617	Mag pouch C19	06/06/2017	39.94	.00
	060617	Sewing Charges for C20 on C13's Card	06/06/2017	11.00	.00
	060617	Mag pouch, holster and cuff case C25	06/06/2017	98.40	.00
	060617	Travel Bike Patrol School Douglas C03	06/06/2017	25.00	.00
	060617	Travel Bike patrol school Douglas C03	06/06/2017	21.00	.00
	060617	Travel C03 LECC conference Cheyenne	06/06/2017	20.00	.00
	060617	Travel C03 LECC Conference Cheyenne	06/06/2017	24.84	.00
	060617	Travel C03 LECC Conference Cheyenne	06/06/2017	18.83	.00
	060617	Animal Cruelty Case 17-412	06/06/2017	65.00	.00
	060617	Shelter fees case 17-480	06/06/2017	195.00	.00
	060617	Smoke Pouch (2)	06/06/2017	67.65	.00
	060617	Phone charger for patrol car C08	06/06/2017	34.99	.00
	060617	Business cards C06, C08 & C16	06/06/2017	44.18	.00
	060617	Business cards for all officers	06/06/2017	320.99	.00
	060617	Copy Paper and organizer desk calendar for C25	06/06/2017	683.86	.00
	060617	Detective Holster for C25	06/06/2017	52.99	.00
	060617	Holster for C25	06/06/2017	62.67	.00
	060617	Office Supplies	06/06/2017	102.99	.00
	060617	Office Supplies	06/06/2017	97.80	.00
	060617	Patrol Supplies	06/06/2017	34.95	.00
	060617	Returned detective holster C25 shipped wrong item	06/06/2017	52.99-	.00
	060617	Returned holster send wrong item C25	06/06/2017	52.99-	.00
	060617	Sewing Charges for C09	06/06/2017	38.00	.00
	060617	sony battery for patrol camera	06/06/2017	7.25	.00
	060617	Spool assembly for evidence label maker	06/06/2017	15.27	.00
	060617	2 Tubes for Bike Patrol C03	06/06/2017	8.40	.00
	060617	Tubes for Bike C03	06/06/2017	17.76	.00
	060617	Notebooks C14	06/06/2017	3.20	.00
	060617	Car wash C08	06/06/2017	9.00	.00
	060617	Car wash C25	06/06/2017	5.57	.00
	060617	Car wash C25	06/06/2017	10.00	.00
	060617	Car wash C12	06/06/2017	9.00	.00
	060617	Car wash C06	06/06/2017	9.00	.00
	060617	Car wash C06	06/06/2017	9.00	.00
	060617	Car wash C06	06/06/2017	9.00	.00
	060617	Car Wash C23	06/06/2017	9.00	.00
	060617	Car wash C21	06/06/2017	9.00	.00
	060617	Car wash C21	06/06/2017	9.00	.00
	060617	Car wash C21	06/06/2017	9.00	.00
	060617	Car wash C21	06/06/2017	9.00	.00
	060617	Car wash C13	06/06/2017	9.00	.00
	060617	Car Wash C13	06/06/2017	9.00	.00

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
	060617	Car wash C04	06/06/2017	10.00	.00
	060617	Car Wash C24	06/06/2017	6.91	.00
	060617	Car Wash C03	06/06/2017	9.00	.00
	060617	Car wash C14	06/06/2017	10.00	.00
	060617	Car wash C17	06/06/2017	9.00	.00
	060617	Car wash C07	06/06/2017	9.00	.00
	060617	Car wash C07	06/06/2017	4.02	.00
	060617	Evidence Shipping	06/06/2017	9.71	.00
	060617	Evidence Shipping	06/06/2017	12.02	.00
	060617	Evidence Shipping	06/06/2017	9.71	.00
	060617	Evidence Shipping	06/06/2017	9.71	.00
	060617	Evidence Shipping	06/06/2017	10.20	.00
	060617	Evidence Shipping to Victim (16-839)	06/06/2017	26.21	.00
	060617	Utilities - Phone - TCT	06/06/2017	56.45	.00
	060617	Utilities - Verizon	06/06/2017	1,452.05	.00
	060617	Tow bill 17-496	06/06/2017	230.50	.00
	060617	Chamber bucks for Tobacco Compliance Congrat letters (12)	06/06/2017	120.00	.00
Total POLICE DEPARTMENT:				5,447.60	.00
	060617	customer service training	06/06/2017	15.00	.00
	060617	brush to clean out swamp coolers	06/06/2017	11.99	.00
	060617	tools drill bit	06/06/2017	44.99	.00
	060617	tape for rec center	06/06/2017	9.99	.00
	060617	custodial supplies	06/06/2017	1,005.92	.00
	060617	repair weight room flooring	06/06/2017	441.00	.00
	060617	repairs to equipment, boiler and facility	06/06/2017	1,409.47	.00
	060617	Maintenance of equipment	06/06/2017	1.49	.00
	060617	repair of toilet	06/06/2017	90.56	.00
	060617	repair swamp coolers at Aud	06/06/2017	28.99	.00
	060617	repair swamp coolers at Aud	06/06/2017	18.97	.00
	060617	repair to Tiny Tots thermometer	06/06/2017	11.48	.00
	060617	repairs to door in steam room	06/06/2017	145.00	.00
	060617	repairs to equipment, boiler and facility	06/06/2017	4,104.21	.00
	060617	handicapped shower bench	06/06/2017	47.99	.00
	060617	Utilities - Phone - TCT	06/06/2017	91.21	.00
	060617	Utilities - Verizon	06/06/2017	61.63	.00
	060617	city hall rugs	06/06/2017	114.48	.00
	060617	rugs and towels at rec	06/06/2017	14.34	.00
	060617	rugs and towels at rec center	06/06/2017	14.34	.00
	060617	rugs at auditorium	06/06/2017	117.36	.00
	060617	rugs for auditorium	06/06/2017	244.18	.00
	060617	rugs for city hall	06/06/2017	74.83	.00
	060617	security monitoring for rec center and City Hall	06/06/2017	214.50	.00
Total PUBLIC FACILITIES:				8,333.92	.00
	060617	fitness education	06/06/2017	99.00	.00
	060617	KOM staff meeting	06/06/2017	52.09	.00
	060617	Outdoor Recreation Task Force	06/06/2017	20.14	.00
	060617	Outdoor Recreation Task Force	06/06/2017	200.20	.00
	060617	staff and KOM t-shirts	06/06/2017	46.72	.00
	060617	staff shirts	06/06/2017	935.25	.00
	060617	Ink and youth goggles	06/06/2017	99.00	.00
	060617	paper	06/06/2017	252.50	.00
	060617	programs and supplies	06/06/2017	40.03	.00
	060617	mini golf and program expenses	06/06/2017	149.79	.00
	060617	trophy for men's and coed softball	06/06/2017	201.13	.00

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
	060617	ASAP supplies	06/06/2017	9.99	.00
	060617	credit for tiny tots supplies	06/06/2017	10.00-	.00
	060617	staff and KOM t-shirts	06/06/2017	480.84	.00
	060617	Tiny tot and summer programs	06/06/2017	278.27	.00
	060617	tiny tot graduation supplies	06/06/2017	60.96	.00
	060617	ping pong paddles	06/06/2017	29.99	.00
	060617	KOM supplies	06/06/2017	328.70	.00
	060617	food for fitness challenge	06/06/2017	162.35	.00
	060617	trip challenge shirts	06/06/2017	468.00	.00
	060617	programs and supplies	06/06/2017	46.24	.00
	060617	fitness equipment and repairs	06/06/2017	14.00	.00
	060617	battery for recumbet bike	06/06/2017	23.99	.00
	060617	spring for life fitness machines	06/06/2017	55.96	.00
	060617	Utilities - Phone - TCT	06/06/2017	472.11	.00
	060617	Utilities - Verizon	06/06/2017	126.34	.00
	060617	advertising	06/06/2017	400.00	.00
	060617	advertising	06/06/2017	514.00	.00
	060617	summer brochure	06/06/2017	2,013.00	.00
	060617	spotify	06/06/2017	9.99	.00
	060617	mini golf and program expenses	06/06/2017	93.06	.00
	060617	repairs to Mini Golf	06/06/2017	81.44	.00
	060617	mini golf repairs	06/06/2017	681.57	.00
	060617	mini golf repairs	06/06/2017	13.99	.00
	060617	repairs to mini golf	06/06/2017	19.97	.00
	060617	Mini golf repair	06/06/2017	19.48	.00
	060617	repairs to mini golf	06/06/2017	11.94	.00
	060617	rugs and towels at rec	06/06/2017	107.50	.00
	060617	rugs and towels at rec center	06/06/2017	85.00	.00
	060617	Ink and youth goggles	06/06/2017	328.40	.00
	060617	laptop - Rec Center	06/06/2017	628.85	.00
	060617	fitness equipment and repairs	06/06/2017	10,000.00	.00
	060617	FRAC Grant	06/06/2017	243.37	.00
Total RECREATION CENTER:				19,895.15	.00
	060617	Random Drug Testing	06/06/2017	40.50	.00
	060617	Random Testing	06/06/2017	60.00	.00
	060617	Frank boots	06/06/2017	155.00	.00
	060617	bottled water	06/06/2017	8.42	.00
	060617	mud flap	06/06/2017	16.72	.00
	060617	nitrile gloves	06/06/2017	60.62	.00
	060617	propane	06/06/2017	36.90	.00
	060617	propane	06/06/2017	32.45	.00
	060617	propane	06/06/2017	38.70	.00
	060617	shop towels, adapter, antifreeze, chuck	06/06/2017	142.51	.00
	060617	office supplies	06/06/2017	13.21	.00
	060617	nitrile gloves	06/06/2017	12.99	.00
	060617	propane	06/06/2017	29.10	.00
	060617	Repair parts for C04	06/06/2017	932.70	.00
	060617	Utilities - Phone - TCT	06/06/2017	84.74	.00
	060617	Utilities - Verizon	06/06/2017	49.48	.00
Total SOLID WASTE:				1,714.04	.00
	060617	Random Drug Testing	06/06/2017	40.50	.00
	060617	marking paint	06/06/2017	40.14	.00
	060617	Zipper pins	06/06/2017	4.46	.00
	060617	supplies and employee recognition	06/06/2017	16.85	.00

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
	060617	G04 cutting edge	06/06/2017	190.90	.00
	060617	G05 paint materials	06/06/2017	82.56	.00
	060617	safety snaps	06/06/2017	2.99	.00
	060617	advertising	06/06/2017	30.97	.00
	060617	Gloves	06/06/2017	25.95	.00
	060617	Grease gun fitting wall mount	06/06/2017	69.13	.00
	060617	Cutting edges	06/06/2017	1,255.34	.00
	060617	irrigation sprinkler	06/06/2017	300.61	.00
	060617	sprinkler parts	06/06/2017	22.74	.00
	060617	Concrete crack filler	06/06/2017	9.99	.00
	060617	Utilities - Phone - TCT	06/06/2017	166.92	.00
	060617	Utilities - Verizon	06/06/2017	141.21	.00
	060617	Excavator rental - streets dept	06/06/2017	4,020.00	.00
	060617	Computer mouse (5)	06/06/2017	84.85	.00
	060617	Laptop Computer Replacement - Shop	06/06/2017	1,291.02	.00
Total STREETS:				7,797.13	.00
	060617	Random Drug Testing	06/06/2017	4.50	.00
	060617	Random Testing	06/06/2017	60.00	.00
	060617	shop supplies, tools, parts	06/06/2017	22.99	.00
	060617	shop supplies, tools, parts	06/06/2017	123.96	.00
	060617	Utilities - Phone - TCT	06/06/2017	42.91	.00
	060617	A01 wheel cover	06/06/2017	51.14	.00
	060617	A09 door panel parts	06/06/2017	75.84	.00
	060617	A19 used wheel	06/06/2017	55.00	.00
	060617	B11 injectors	06/06/2017	368.83	.00
	060617	C01 water pump	06/06/2017	176.83	.00
	060617	C03 sensor	06/06/2017	127.06	.00
	060617	C05 surge tank	06/06/2017	193.37	.00
	060617	F01 drive tires	06/06/2017	1,597.84	.00
	060617	F01 hose	06/06/2017	213.00	.00
	060617	Filters	06/06/2017	114.46	.00
	060617	G04 filter	06/06/2017	36.44	.00
	060617	G06 AC compressor and dryer	06/06/2017	650.00	.00
	060617	Hyd fittings	06/06/2017	57.81	.00
	060617	K33 trailer jack	06/06/2017	39.99	.00
	060617	Sweeper hose	06/06/2017	461.00	.00
	060617	A06 Adapter sleeve	06/06/2017	24.99	.00
	060617	C07 Rollout adapter	06/06/2017	2.39	.00
	060617	K02 tires	06/06/2017	88.95	.00
	060617	K22 tires	06/06/2017	435.46	.00
	060617	Sweeper parts f01	06/06/2017	502.78	.00
	060617	shop supplies, tools, parts	06/06/2017	16.36	.00
	060617	Sweeper brush	06/06/2017	386.52	.00
Total VEHICLE MAINTENANCE:				5,930.42	.00
	060617	Random Drug Testing	06/06/2017	13.50	.00
	060617	shirts, boots, rat poison	06/06/2017	311.91	.00
	060617	lab supplies	06/06/2017	1,049.00	.00
	060617	camlock gaskets	06/06/2017	12.60	.00
	060617	Hose for jet truck	06/06/2017	81.95	.00
	060617	Utilities - Phone - TCT	06/06/2017	17.70	.00
	060617	Utilities - Verizon	06/06/2017	95.90	.00
Total WASTEWATER:				1,582.56	.00

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
	060617	Random Drug Testing	06/06/2017	22.50	.00
	060617	Random Testing	06/06/2017	60.00	.00
	060617	shirts	06/06/2017	83.95	.00
	060617	tools	06/06/2017	55.76	.00
	060617	supplies and employee recognition	06/06/2017	15.53	.00
	060617	valve boxes	06/06/2017	53.91	.00
	060617	bottle of Co2	06/06/2017	46.42	.00
	060617	co2	06/06/2017	46.42	.00
	060617	tarp	06/06/2017	9.99	.00
	060617	battery for compactor	06/06/2017	185.00	.00
	060617	meshcloth and sealant	06/06/2017	20.93	.00
	060617	batteries	06/06/2017	13.99	.00
	060617	marking paint	06/06/2017	607.08	.00
	060617	shirts, boots, rat poison	06/06/2017	39.99	.00
	060617	pvc pipe	06/06/2017	16.00	.00
	060617	rw repair parts	06/06/2017	3.49	.00
	060617	tracer wire	06/06/2017	65.87	.00
	060617	poly pipe	06/06/2017	30.00	.00
	060617	pvc fittings	06/06/2017	3.98	.00
	060617	rw repair parts	06/06/2017	74.29	.00
	060617	galvanized fitting	06/06/2017	4.29	.00
	060617	pipe and saddles	06/06/2017	180.31	.00
	060617	plastic fittings	06/06/2017	1.99	.00
	060617	repair parts	06/06/2017	1,335.30	.00
	060617	brass and galvanized fittings	06/06/2017	39.72	.00
	060617	brass fittings	06/06/2017	57.38	.00
	060617	bushings and pvc pipe	06/06/2017	84.02	.00
	060617	rw repair parts	06/06/2017	44.27	.00
	060617	beck lake pump repair parts	06/06/2017	4.78	.00
	060617	Co2	06/06/2017	46.42	.00
	060617	rw repair parts	06/06/2017	39.96	.00
	060617	rw repair parts	06/06/2017	48.02	.00
	060617	beck lake pump repair parts	06/06/2017	11.99	.00
	060617	beck lake pump repair parts	06/06/2017	3.45	.00
	060617	brass fittings	06/06/2017	56.80	.00
	060617	water samle shipping	06/06/2017	51.68	.00
	060617	water sample shipping	06/06/2017	51.44	.00
	060617	water sample shipping	06/06/2017	51.68	.00
	060617	Utilities - Phone - TCT	06/06/2017	25.29	.00
	060617	Utilities - Verizon	06/06/2017	120.08	.00
	060617	hammerdrill rental	06/06/2017	35.67	.00
	060617	small trackhoe rental	06/06/2017	750.00	.00
Total WATER:				4,499.64	.00
Total U S BANK PURCHASE CARD:				78,666.36	.00
UNUM LIFE INSURANCE - LIFE					
	060817	PREMIUM	06/08/2017	1,245.50	1,245.50
Total :				1,245.50	1,245.50
Total UNUM LIFE INSURANCE - LIFE:				1,245.50	1,245.50
VOSEN, SARAH					
	1804	REC CENTER REFUND	06/06/2017	16.00	.00

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
Total :				16.00	.00
Total VOSEN, SARAH:				16.00	.00
WEED, STEPHANIE					
	1805	REC CENTER REFUND	06/06/2017	60.00	.00
Total :				60.00	.00
Total WEED, STEPHANIE:				60.00	.00
WESTERN UNITED ELECTRIC SUPPLY					
	4097681	SYSTEM UPGRADE	05/26/2017	2,200.00	.00
	4097739	secondary repairs	05/30/2017	1,828.88	.00
Total :				4,028.88	.00
Total WESTERN UNITED ELECTRIC SUPPLY:				4,028.88	.00
WHAT'S LEFT, LLC					
	60617	REFUND SIDEWALK BOND - REBEL ROW	06/06/2017	3,724.00	.00
Total :				3,724.00	.00
Total WHAT'S LEFT, LLC:				3,724.00	.00
WYOMING DEPARTMENT OF AGRICULTURE					
	6443-1	LICENSE RENEWAL - CONCESSIONS	05/15/2017	50.00	.00
	6443-2	POOL LICENSE RENEWAL	05/15/2017	50.00	.00
	6443-3	POOL LICENSE RENEWAL	05/15/2017	50.00	.00
	6443-4	POOL LICENSE RENEWAL	05/15/2017	50.00	.00
	6443-5	POOL LICENSE RENEWAL	05/15/2017	50.00	.00
Total :				250.00	.00
Total WYOMING DEPARTMENT OF AGRICULTURE:				250.00	.00
WYOMING DEPARTMENT OF WORKFORCE SERVICES					
WORKERS COMPENSATION DIV	060817	CONTRIBUTIONS	06/08/2017	9,571.17	9,571.17
WORKERS COMPENSATION DIV	060817	VOLUNTEERS PD	06/08/2017	8.75	8.75
Total :				9,579.92	9,579.92
Total WYOMING DEPARTMENT OF WORKFORCE SERVICES:				9,579.92	9,579.92
WYOMING MUNICIPAL POWER AGENCY					
	052517	POWER PURCHASE - MAY 2017	05/01/2017	729,963.62	.00
Total :				729,963.62	.00
Total WYOMING MUNICIPAL POWER AGENCY:				729,963.62	.00
WYOMING RETIREMENT SYSTEM					
	060817	CONTRIBUTIONS -	06/08/2017	104,335.58	104,335.58
Total :				104,335.58	104,335.58

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
Total WYOMING RETIREMENT SYSTEM:				104,335.58	104,335.58
YELLOWSTONE REGIONAL AIRPORT					
	60117	AIRPORT FUNDING	06/01/2017	16,114.50	.00
Total :				16,114.50	.00
Total YELLOWSTONE REGIONAL AIRPORT:				16,114.50	.00
Grand Totals:				1,747,887.09	118,098.79
			Payroll 06/14/17	246,283.90	

				1,994,170.99	

Report Criteria:
Detail report.
Invoices with totals above $0 included.
Paid and unpaid invoices included.
Invoice Detail.Input date = 06/13/2017

WLD-28 (1/16)

License# # 1589

RENEWAL OF LIQUOR LICENSE OR PERMIT APPLICATION

To be completed by the City, Town or County Clerk:

Date Filed With Clerk: 5 / 31 / 17

	Annual Fee	Prorated Fee
Basic Fee:	$ 1000.00	$
Add'l Dispensing Room Fee:	$	$
Transfer Fee:	$	
Total License Fee Collected	$ 1000.00	$
Publishing Fee Collected:	$ 157.00	
Publishing Direct Billed:	☐	

Advertising Dates (2 wks): _____

Hearing Date: 6/20/17

LICENSE TERM: 08/01/2017

Through: 07/31/2018

A copy must be immediately forwarded to:
State of Wyoming Liquor Division
6601 Campstool Rd.
Cheyenne WY 82002-0110

Applicant: FAT RACKS BBQ, LLC

Trade Name (dba): FAT RACKS BBQ

Premise Address: 2101 ROGER SEDAM DR
Number & Street

Cody WY 82414 PARK
City State Zip County

Mailing Address: 1032 Bleistein AVE
Number & Street or P.O. Box

Cody WY 82414
City State Zip

Business Telephone Number: 940 453 8840
Fax Number:
E-Mail Address: Michael@FATRACKSBBQ.com

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.**

FILING IN

☒

FILING AS (CHOOSE ONLY ONE)

☐ INDIVIDUAL ☒ LLC
☐ PARTNERSHIP ☐ LLP
☐ CORPORATION
☐ LTD PARTNERSHIP
☐ ASSOCIATION
☐ ORGANIZATION

TYPE OF LICENSE OR PERMIT
(CHOOSE ONLY ONE)

RETAIL LIQUOR LICENSE
- ☐ ON-PREMISE ONLY (BAR)
- ☐ OFF-PREMISE ONLY (PACKAGE STORE)
- ☐ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)

☒ RESTAURANT LIQUOR LICENSE
☐ RESORT LIQUOR LICENSE
☐ BAR AND GRILL
LIMITED RETAIL (CLUB)
- ☐ FRATERNAL CLUB
- ☐ VETERANS CLUB
- ☐ SOCIAL CLUB
- ☐ GOLF CLUB

☐ MICROBREWERY
☐ WINERY
☐ DISTILLERY SATELLITE
☐ WINERY SATELLITE
☐ COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT

To Assist the Liquor Division with scheduling inspections:

WHEN DO YOU OPERATE?

☐ NON-OPERATIONAL/PARKED
☒ FULL TIME (e.g. Jan through Dec)
☐ SEASONAL/PART-TIME

(specify months of operation)

from _____ to _____

DAYS OF WEEK (e.g. Mon through Sat)

HOURS OF OPERATION (e.g. 10a - 2a)
6am - 8pm

Minimum Purchase Requirement:

RETAIL LICENSE HOLDERS:
Have you purchased **$2,000** in spirits, wines and/or malt beverages during the previous license term? ☐ YES ☐ NO

RESTAURANT, RESORT, CLUB, COUNTY MALT, OR BAR AND GRILL LICENSE HOLDERS:
Have you purchased **$500** in spirits, wines and/or malt beverages during the previous license term? ☐ YES ☐ NO
W.S.12-4-103(c) NEW License 6/20/17

1. DISPENSING ROOM DESCRIPTION WITH DIMENSIONS:
   (a) Give a description with dimensions of the dispensing room and state where it is located within the building (e.g. 10 x 12 room in SE corner of building). If the building is not in existence, also provide an architect's drawing or suitable plans of the room and premises to be licensed: W.S. 12-4-102(a)(i) 9x9 room on north side of Bldg
   (b) If **Winery** or **Microbrewery**, also list the manufacturing facility.(e.g. MFG: 10' X 12' room in SW portion of bldg.) **MFG:**
   (c) Do you have an additional dispensing room? ☐ YES ☒ NO If yes, provide description and location:
   Yellowstone Regional Airport Terminal Building
   (d) Provide the legal description and the zoning of the site where the applicant will conduct business:
2. Have there been any changes in the physical location of the dispensing room since the last application was filed?
   ☐ YES If YES, please submit a drawing of the new dispensing room.
   ☒ NO
   (a) Do you anticipate any changes in the next twelve (12) months?
   ☐ YES If YES, please submit a drawing of the new dispensing room.
   ☒ NO
3. **BUILDING OWNERSHIP:** Does the applicant? W.S. 12-4-103 (a) (iii):
   (1) **OWN** the building in which sales room is located? ☐ YES (own)
   (2) **LEASE** the building in which sales room is located? ☒ YES (lease)
   (A) **DATE** lease expires 5/31/20 located on page 1 paragraph 1 of lease document.
   (B) Provision for **SALE** of alcoholic or malt beverages located on page 3 paragraph 6 of lease.

NOTE: Please submit a copy of the lease with the application. W.S. 12-2-103(a)(iii) requires the lease be valid THROUGH the TERM OF THE LICENSE and MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.

WLD-28 (1/16)

(new license 6/20/17)

4. Restaurant and Bar and Grill Liquor License Holders Only:

(a) Gross sales figures and percentages of income derived from: W.S.12-4-408(b) (Line 1 + Line 2 must = Line 3)

(Line 1) Liquor Sales: $_____(_____%)
(Line 2) Food Sales: $_____(_____%)
(Line 3) Gross Sales: $_____(_____%)

(b) Did you attach a copy of your valid food service permit to this application. W.S.12-4-407(a), W.S.12-4-413(a) ☒ YES ☐ NO

5. Microbrewery License Holders Only:

(a) Did you produce over 50 barrels (1,550 gallons) but less than 50,000 barrels (1,550,000 gallons) during the previous license term? W.S.12-1-101(a)(xix) ☐ YES ☐ NO

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

(c) Do you distribute your own products through an existing malt beverage wholesaler? W.S. 12-2-201(g)(i) (Requires additional licensing with the Liquor Division) ☐ YES ☐ NO

6. Social Club License Holders Only:

(a) Have you filed a detailed statement of your activities during the year with an itemized statement of amounts expended? W.S. 12-1-101(a)(ii)(E) ☐ YES ☐ NO

7. If the applicant is filing as an Individual or Partnership or as a Club:

Each individual or partner or officer must complete this section.

True and Correct Name	Date of Birth	*DONOT LIST PO BOXES* Residence Address No. & Street City, State & Zip	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 ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

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

8. If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership:

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 this section.

True and Correct Name	Date of Birth	*DONOT LIST PO BOXES* Residence Address No. & Street City, State & Zip	Residence Phone Number	No. of Years in Corp or LLC	% of Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Michael DALE MITCHELL	[redacted]			2 yrs	100%	YES ☐ NO ☒	YES ☐ NO ☒
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐

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

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 *)*

Before Me, Annalea Avery *, (specify)*
(Printed name of Notary or other officer authorized to administer oaths)

a Notary Public, Officer authorized to administer oaths in and for Park *County, State of Wyoming, personally appeared* Michael Dale Mitchell *name he/she being first duly sworn*
(Insert Names)
by me upon his oath, says that the facts alleged in the foregoing instrument are true.

(Seal)

ANNALEA AVERY NOTARY PUBLIC COUNTY OF PARK STATE OF WYOMING MY COMMISSION EXPIRES MAY 20, 2020

1. _____
2. _____
3. _____
4. _____

My Commission expires: May 20, 2020

Witness my hand and official seal:

_____
(Notary Public or other officer authorized to administer oaths)

Title Notary

Dated: 5 / 31 / 17

FOR LIQUOR DIVISION USE ONLY		
Reviewer	Initials	Date
Agent:		
Chief:		
Acct.:		

APPLICATION FOR FOOD LICENSE

FOOD LICENSE: $100.00 Initial Fee; $50.00 Annual Renewal Fee.
(Licenses shall expire one year after date of issuance)

Cheyenne Office Use Only

LICENSE ACCOUNT NUMBER	ACTIVATION DATE	CHECK NO/CASH
		1132

LICENSE APPLICATION INFORMATION (to be completed by applicant)

Type of Application:

☐ New ☐ Change of Location ☒ Change of Owner

If change of owner or location, previous establishment name/location: Norma's Mexican

- Establishment Information -

Establishment Name: Fat Racks [illegible] **Person in Charge on Site:** [illegible]

Physical Address: 2101 Roger [illegible]

City: Cody **State:** WY **Zip:** 82414

Business Phone Number: 307 453-8340 **Person in Charge on Site Phone:** [illegible]

Email: Michael@FatRacksBBQ.com **Fax:**

- Owner Information -

Name of Owner : Michael Miller

Name of Company (if applicable): Fat Racks BBQ, LLC

Form of Organization:

☐ Individual ☐ Association ☐ Corporation

☐ Partnership ☒ Other Entity LLC

Parent Company (if applicable) :

Address: 132 Blackstem Ave.

City: Cody **State:** WY **Zip:** 82414

Owner Phone Number: 307 453 8340

*****INDICATE WHERE TO MAIL ALL CORRESPONDANCE ____ (1=ESTABLISHMENT; 2=OWNER; 3=EMAIL)*****

Type of Establishment (please check applicable box)

☒ Food Service ☐ Grocery ☐ Convenience ☐ Meat Plant ☐ Distributor ☐ Warehouse ☐ Dietary Supplement Processor ☐ Institution
☐ Guest Ranch ☐ Dairy ☐ Bulk Water ☐ Bar ☐ Mobile ☐ Commissary Dependent Mobile ☐ Retail Processor
☐ Retail Pre-Packaged ☐ School ☐ Hotel ☐ Bed and Breakfast ☐ Seasonal Facility
☐ Manufactured Food Processor; Type of Food:

I ATTEST TO THE ACCURACY AND INFORMATION PROVIDED IN THIS APPLICATION. I AGREE TO COMPLY WITH ALL APPLICABLE WYOMING LAWS AND REGULATIONS AND I UNDERSTAND THAT EACH SECTION OF THE LAWS AND REGULATIONS IS SEPARATELY AND COLLECTIVELY ENFORCEABLE. I AGREE TO ALLOW THE REGULATORY AUTHORITY ACCESS TO MY ESTABLISHMENT. LATE RENEWAL PAYMENTS WILL RESULT IN DEACTIVATION.

SIGNATURE OF APPLICANT	DATE	APPROVING OFFICIAL	COUNTY
	5/30/17	Vicky Case	Park

Make Checks Payable to:
WYOMING DEPARTMENT OF AGRICULTURE
CONSUMER HEALTH SERVICES SECTION
2219 CAREY AVE.
CHEYENNE, WY 82002
(307) 777-7211
State Relay Service at 7-1-1 or 1 800 877-9965

Instructions: A plan review must be submitted before this application can be considered, unless this is a change of ownership. Submit this application to your inspector of the WY Department of Agriculture or local County Health Dept. Complete all sections. If a section is not applicable enter "N/A". If additional space is needed for any item, attach additional sheet.

EQUAL OPPORTUNITY IN EMPLOYMENT AND SERVICES

Revised 03/16

White copy to Cheyenne----Yellow copy inspector----Pink copy establishment

Wyoming
DEPARTMENT OF Agriculture

Ma w H. Mead, *Governor*
Doug Miyamoto, *Director*
2219 Carey Ave. • Cheyenne, WY 82002
Phone: (307) 777-7321 • Fax: (307) 777-6593
Web: agriculture.wy.gov • Email: wda1@wyo.gov

The Wyoming Department of Agriculture is dedicated to the promotion and enhancement of Wyoming's agriculture, natural resources and quality of life.

May 30, 2017

Vicky Case

Inspection Specialist II

307-250-8603

Vicky.case@wyo.gov

Wyoming Liquor Commission

Cheyenne, WY

To Wyoming Liquor Commission.

Fat Racks BBQ and Grill has been granted a food license on May 30, 2017 for restaurant service at 2101 Roger Sedam Dr, Cody WY by the WDA-Consumer Health Services Divison . Any questions regarding the food license may be sent to athe above contact.

Sincerely,

Vicky Case

Vicky Case

Equal Opportunity in Employment and Services
BOARD MEMBERS
Jana Ginter, *District 1* • James Rogers, *District 2* • Shaun Sims, *District 3* • Amanda Hulet, *District 4* • Mike Riley, *District 5*
Bryan Brost, *District 6* • Kevin Schieffer., *District 7*

YOUTH BOARD MEMBERS

RESTAURANT LEASE

This restaurant lease ("Lease") made and entered into as of June 1st, 2017, by and between the Yellowstone Regional Airport Joint Powers Board ("Lessor") and Fat Rack BBQ, LLC ("Lessee").

Lessor is authorized to demise and lease to Lessee the restaurant area in the terminal building at Yellowstone Regional Airport, 2101 Roger Sedam Drive, Cody, Wyoming 82414 ("Leased Premises"), as depicted on the attached diagram marked Exhibit A, which is incorporated herein, and which equipment may be replaced from time to time during the term of this Lease. It is anticipated by the parties that the Leased Premises may also include a limited service post-security kiosk for the customer service benefit of airport passengers.

Lessee is a qualified operator of airport concessions and desires to lease from Lessor the Leased Premises.

In consideration of the rents, covenants and conditions hereinafter set forth, the parties agree as follows":

1. Term and Termination.

   The term of the lease shall commence on June 1st, 2017.

   The Effective Date may commence on another date and other conditions if so agreed between the parties ("Alternative Effective Date").

   The term of the Lease shall expire on May 31st, 2020 (unless otherwise terminated or cancelled as herein provided.)

   This Lease may be terminated by Lessee without cause upon the provision to Lessor of at least ninety (90) days written notice of such termination. In the event of such termination by Lessee, Lessee shall continue to operate the restaurant pursuant to this Lease until the ninety (90) days has expired.

2. Rent.

   Lessee agrees to pay Lessor for the use of the Leased Premises:

   Effective June 1st, 2017 through May31st, 2020 a monthly rent amount of $500 or 10% of monthly net sales over $500.00. This amount includes utilities charges. Telephone and internet service is the responsibility of Lessee.

Lessee agrees to pay Lessor rent due for the month of sales no later than the fifteenth (15th) of the following month. Any monthly rental payment not made by the fifteenth day of the month of payment shall be subject to a late payment penalty of five percent (5.0%) APR. Lessee shall use the form attached as Exhibit D, herein incorporated by reference, when submitting the monthly rent due to Lessor.

Lessee further covenants and agrees to make available, on at least ten (10) business days written notice by Lessor, its books of accounts regarding sales at the Leased Premises relevant to a determination of Lessee's monthly gross revenues.

3. Maintenance and Repairs.

Lessee will notify Lessor within thirty (30) days of Effective Date (or Alternative Effective Date as the case may be) of its acceptance of the equipment listed in Exhibit B after review and inspection, and upon that acceptance agrees to perform preventative maintenance in accordance with the attached schedule Exhibit C, herein incorporated by reference, and will keep the equipment in good order. Any equipment repair or replacement after Lessee acceptance that is necessary due to non-performance or preventative maintenance as outlined in the attached schedule will be the sole responsibility of Lessee. Replacement of any equipment due to the expiration of that equipment's useful life shall be the obligation of Lessor. Lessor will use its good faith efforts to obtain warranties and guarantees of the equipment. Lessee will use its good faith efforts to not violate those warranties and guarantees.

Upon termination of this Lease, Lessee shall return equipment and Leased Premises to Lessor in as good condition as when received, reasonable wear and tear expected.

Lessor agrees to provide maintenance and upkeep on the exterior portion of the terminal building and fixtures and finishes within the Leased Premises. Lessee shall replace all broken glass and repair all personal property damages which results from the negligence of the Lessee, Lessee's agents, employees or business invitees. Repairs of damage to the Leased Premises caused by Lessee's improper use of Lessor's equipment and/or fixtures set forth in Exhibit B shall become inoperable and economically not repairable, through no fault on the part of Lessee, then Lessor shall immediately, upon written request, replace such equipment and/or fixture.

Lessee is solely responsible for the performance of all routine cleaning and janitorial services required on the Leased Premises, including but not limited to kitchen and kitchen equipment, interior windows, floors and carpets, window blinds and curtains.

Any extraordinary cleaning or repairs due to conditions outside the Leased Premises impacting the Leased Premises shall be the responsibility of Lessor.

4. Business Hours.

Lessee agrees to have the restaurant open for business at least one (1) hour prior to the first scheduled flight departure and thirty (30) minutes prior to the last scheduled departure, unless other hours are mutually agreed upon by both parties.

Closing for holidays or special situations, or adjustment of hours of operation shall be subject to mutual agreement between Lessee and Lessor, with strong consideration that due to the fluctuations in demand, Lessor and Lessee will use their best efforts to coordinate the balance between customer service needs and operational costs regarding business hours of operation.

5. Use of the Leased Premises.

Lessee covenants and agrees to use the Leased Premises as a restaurant and to make no unlawful use thereof and to keep the same in a clean and orderly condition at all times. It is agreed that the restaurant will provide on-premises food, drink and retail, and that of-site catering and post-security kiosk may be supported from the Leased Premises.

Except for materials related to the business of Lessee, Lessee agrees not to post any flyers, poster, handbills, or advertisement on the windows of the Leased Premises without the prior written consent of Lessor.

Lessee will be permitted to provide reasonable entrance signage, such signage shall be subject to Lessor's design standards. Lessor shall provide directional and exterior/interior signage at the airport that will notify the public of the restaurant location.

Lessee shall comply with all applicable laws, rules and regulations of any governmental agency, including Lessor, having jurisdiction at the airport or on airport premises. Such airport rules and regulations shall not be unjustly discriminatory.

6. Liquor.

The sale of liquor on the Leased Premises is permitted at Lessee's option. Should Lessee

elect to sell liquor within the Leased Premises, Lessee shall be solely responsible for obtaining any required liquor license or permits. Lessee is responsible for providing any necessary signage required by any agency as a condition of the sale of liquor on the Leased Premises. Any sale of liquor shall be in a manner and of a type that does not prevent minors from entering the Leased Premises.

Should Lessee elect to sell liquor, Lessee shall obtain a liquor liability insurance policy in an amount of at least $1 million for each occurrence. Lessee shall furnish Lessor with a certificate of insurance which provides that Lessor is an additional insured under the insurance policy and that the policy cannot be cancelled or materially modified without written notice to Lessor.

7. Independent Contractor.

Lessee is an independent contractor and is responsible for his employees' and agents' benefits and taxes, and Lessee shall not be considered an employee or agent of Lessor. Lessor shall not be responsible for payment of Lessee's employees' benefits or taxes.

8. Indemnification and Limits of Liability.

Lessee agrees to indemnify and hold Lessor harmless from all liability or losses for injuries to persons or damages to property arising out of or resulting from Lessee's use or occupancy of the Leased Premises (including equipment), provided however, that Lessee shall not be required to indemnify and hold Lessor harmless from any liability or losses or damages due to the willful misconduct or negligence of Lessor.

Lessee shall be required to carry liability insurance coverage and Lessee's liability shall be limited to the policy limits of each of those respective policies. In no event shall Lessee be subject to incidental, consequential, or other economic damages, even if advised of such damages.

9. Insurance.

Lessee shall carry public liability insurance with responsible insurance underwriters qualified to transact business in the State of Wyoming, insuring Lessor and Lessee as their interest may appear against all legal liability for injuries to persons (including wrongful death) and damages to property caused by Lessee's use and occupancy of the Leased Premises or otherwise caused by Lessee's activities and operations on and from

14. Non-discrimination.

Lessee assures that no persons shall, on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. Lessee assures that no person shall be excluded on these grounds from receiving the services or benefits of any program or activity covered by this subject. This lease is also subject to the requirements of the U.S. Department of Transportation's regulations, 40 CFR Part 23, and Subpart F. The Lessor agrees that it will not discriminate against any Lessee because of the owner's race, color, national origin, or sex in connection with the award or performance of any Lease covered by 49 CFR Part 23, Subpart F.

15. Assignment.

Lessee shall not assign this lease nor sublet all or any part of the Leased Premises without prior written consent of the Lessor, except in the case of an assignment to an affiliate, parent, or subsidiary organization of Lessee.

16. Additional Conditions.

a. Lessee shall allow Lessor to enter the premises at any reasonable time during and after business hours for the purpose of inspectin, repairing, maintaining, making alterations and additions to any portion of the Leased Premises and for security or emergency purposes.
b. Lessor shall have the responsibility for maintenance of the structure and fixtures contained in the Leased Premises, including the replacement of light bulbs and ceiling tiles.
c. Lessor shall pay for all utilities charges for the Lease Premises, including gas, water, and electricity.
d. Lessee agrees than in the event of a major accident or incident at the Airport, or in the event of emergency disaster training, the premises may be closed to the public at the discretion of the Airport Manager for use by emergency personnel or victims. In the event of any such temporary condemnation or confiscation of the premises for a major accident or incident at the Airport, Lessor shall compensate Lessee at the rate of $350.00 per day for each day or any portion of a day which the premises are closed for the foregoing reasons. Lessor will not compensate Lessee for any equipment failure.
e. Lessor agrees that promotion of the restaurant is in the best interest of Lessor and Lessee and therefore will provide and support promotion of the restaurant in the community.

****

IN WITNESS WHEREOF the parties have executed this lease as of the date first written above.

LESSOR:

YELLOWSTONE REGIONAL AIRPORT JOINT POWERS BOARD

5/30/17

Craig Wilbur, Treasurer

LESSEE:

5/30/17

Fat Racks BBQ
Michael Mitchell, Owner

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:

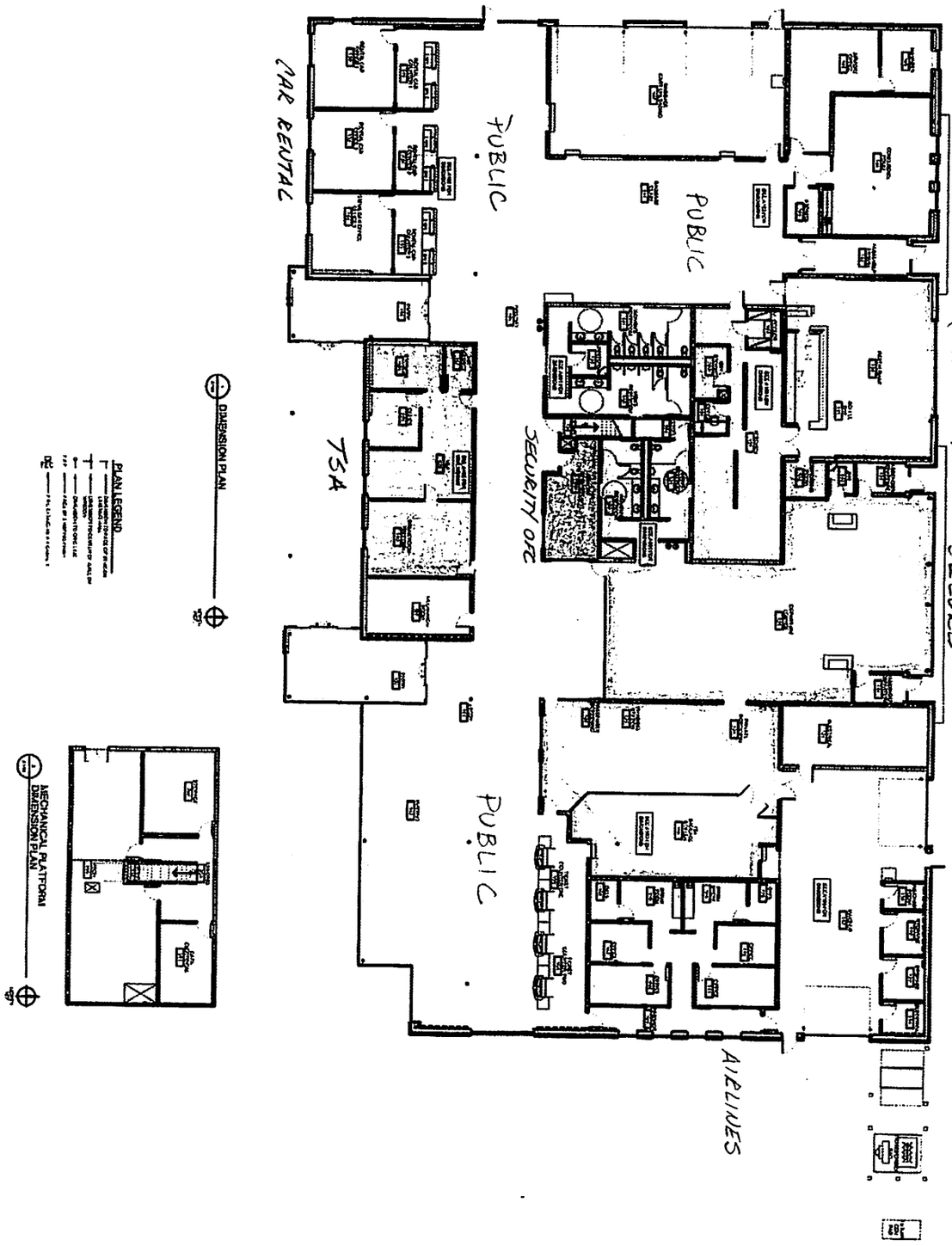
-Driving While Under the Influence of Alcohol (DWUI/ DUI), and related offenses (Operating a vehicle while impaired; being in physical control of a vehicle while impaired or under the influence of alcohol, etc);
-Public Intoxication;
-Selling / Distributing / Furnishing alcohol to underage individuals;
-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
Publically 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: FAT RACKS BBQ LLC
Individual Name: Michael Mitchell
Date:

Date	Offense
	N/A

By signing I certify this information is ~~truthful~~ and accurate.
Signature: _____



SYSTEM	SHEET	REVISED
ACCESS	SA-1	
DATE: FEB 2010		
DRAWN BY: KRS	REVIEWED BY:	

PROJECT NAME AND ADDRESS

YELLOWSTONE REGIONAL AIRPORT
DUGGLEBY DRIVE
CODY, WY 82414

KENCO SECURITY AND TECHNOLOGY
Kenco Security And Technology
428 W Yellowstone Ave
Cody, WY 82414
(307) 587-4233

MEETING DATE: JUNE 20, 2017
DEPARTMENT: ADMINISTRATIVE SERVICES
PREPARED BY: CINDY BAKER,
ADMINISTRATIVE SERVICES OFFICER
PRESENTED BY: CINDY BAKER,
ADMINISTRATIVE SERVICES OFFICER

AGENDA ITEM SUMMARY REPORT

Request for Renewal of Retail, Restaurant, Bar & Grill, Limited Retail Licenses and Winery Permit

ACTION TO BE TAKEN:

Approve the renewal of 3 Bar & Grill Licenses, 3 Limited Retail Licenses, 2 Microbrewery Permits, 12 Restaurant Licenses, 20 Retail Licenses, 1 Distillery Satellite License and 1 Winery Permit.

SUMMARY OF INFORMATION:

The City of Cody currently has issued 3 Bar & Grill Licenses, 3 Limited Retail Licenses, 3 Microbrewery Permits, 14 Restaurant Licenses, 21 Retail Licenses,1 Distillery Satellite License and 1 Winery Permit. The changes for the upcoming renewal period is the addition of a distillery satellite license and the deletion of a restaurant license. All businesses renewing their license have provided all required documentation, and have paid the advertising fee. If the renewals are approved, payment of the renewal fee is due by July 31, 2017. Approval of the license renewals also includes the current outdoor serving areas previously approved.

FISCAL IMPACT

If all liquor license renewal applications are approved, the City will receive renewal fees in the amount of $57,000.

ALTERNATIVES

The City may deny any or all of the applications for renewal under Wyoming State Statutes Title 12. If the City denies a renewal application, the applicant may appeal to the District Court.

ATTACHMENTS

1. List of liquor license renewal applicants
2. Applications for renewal of liquor licenses

.

AGENDA & SUMMARY REPORT TO:

See attached list.

AGENDA ITEM NO. _____

RENEWAL OF LIQUOR LICENSE OR PERMIT APPLICATION

To be completed by the City, Town or County Clerk:

Date Filed With Clerk: 4 / 19 / 17

	Annual Fee	Prorated Fee
Basic Fee:	$ 1500.00	$.
Add'l Dispensing Room Fee:	$.	$.
Transfer Fee:	$.	
Total License Fee Collected	$.	$.
Publishing Fee Collected:	$ 21.00	
Publishing Direct Billed:	☐	

Advertising Dates (2 wks): 6/6/17 & 6/13/17

Hearing Date: 6/20/2017

LICENSE TERM: 08/01/2017

Through: 07/31/2018

A copy must be immediately forwarded to:
State of Wyoming Liquor Division
6601 Campstool Rd.
Cheyenne WY 82002-0110

Applicant: ALEM LLC

Trade Name (dba): LIBATIONS

Premise Address: 1503 SHERIDAN AVENUE
Number & Street

CODY, WY 82414 PARK
City State Zip County

Mailing Address: 1503 SHERIDAN AVENUE
Number & Street or P.O. Box

CODY, WY 82414
City State Zip

Business Telephone Number: (307) 527-6849
Fax Number: (307) 527-5959
E-Mail Address: libations@vcn.com

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.**

PACKAGE STORE (FULL RETAIL)

FILING IN

☒ CITY (TOWN) OF CODY

FILING AS (CHOOSE ONLY ONE)

- ☐ INDIVIDUAL
- ☐ PARTNERSHIP
- ☐ CORPORATION
- ☐ LTD PARTNERSHIP
- ☐ ASSOCIATION
- ☐ ORGANIZATION
- ☑ LLC
- ☐ LLP

TYPE OF LICENSE OR PERMIT
(CHOOSE ONLY ONE)

RETAIL LIQUOR LICENSE
- ☐ ON-PREMISE ONLY (BAR)
- ☐ OFF-PREMISE ONLY (PACKAGE STORE)
- ☒ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)

- ☐ RESTAURANT LIQUOR LICENSE
- ☐ RESORT LIQUOR LICENSE
- ☐ BAR AND GRILL

LIMITED RETAIL (CLUB)
- ☐ FRATERNAL CLUB
- ☐ VETERANS CLUB
- ☐ SOCIAL CLUB
- ☐ GOLF CLUB

- ☐ MICROBREWERY
- ☐ WINERY
- ☐ DISTILLERY SATELLITE
- ☐ WINERY SATELLITE
- ☐ COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT

To Assist the Liquor Division with scheduling inspections:

WHEN DO YOU OPERATE?

- ☐ NON-OPERATIONAL/PARKED
- ☒ FULL TIME (e.g. Jan through Dec)
- ☐ SEASONAL/PART-TIME

(specify months of operation)

from _____ to _____

DAYS OF WEEK (e.g. Mon through Sat)
Sunday - Saturday

HOURS OF OPERATION (e.g. 10a - 2a)
8am - 12am

Minimum Purchase Requirement:

RETAIL LICENSE HOLDERS:
Have you purchased **$2,000** in spirits, wines and/or malt beverages during the previous license term? ☒ YES ☐ NO

RESTAURANT, RESORT, CLUB, COUNTY MALT, OR BAR AND GRILL LICENSE HOLDERS:
Have you purchased **$500** in spirits, wines and/or malt beverages during the previous license term? ☐ YES ☐ NO
W.S.12-4-103(c)

1. DISPENSING ROOM DESCRIPTION WITH DIMENSIONS:
   (a) Give a description with dimensions of the dispensing room and state where it is located within the building (e.g. 10 x 12 room in SE corner of building). If the building is not in existence, also provide an architect's drawing or suitable plans of the room and premises to be licensed: W.S. 12-4-102(a)(i)
   83' X 114' ROOM ENTIRE BLDG
   (b) If **Winery** or **Microbrewery**, also list the manufacturing facility.(e.g. MFG: 10' X 12' room in SW portion of bldg.) **MFG:**
   (c) Do you have an additional dispensing room? ☐ YES ☒ NO If yes, provide description and location:
   (d) Provide the legal description and the zoning of the site where the applicant will conduct business:
   LOTS 17-21, BLOCK 7, OLD TOWN, D-3E
2. Have there been any changes in the physical location of the dispensing room since the last application was filed?
   ☐ YES If YES, please submit a drawing of the new dispensing room.
   ☒ NO
   (a) Do you anticipate any changes in the next twelve (12) months?
   ☐ YES If YES, please submit a drawing of the new dispensing room.
   ☒ NO
3. **BUILDING OWNERSHIP:** Does the applicant? W.S. 12-4-103 (a) (iii): * lease is an automatic renewal.
   (1) **OWN** the building in which sales room is located? ☐ YES (own)
   (2) **LEASE** the building in which sales room is located? ☒ YES (lease)
   (A) **DATE** lease expires n/a located on page 1 paragraph 3 of lease document.
   (B) Provision for **SALE** of alcoholic or malt beverages located on page 1 paragraph 2 of lease.

NOTE: Please submit a copy of the lease with the application. W.S. 12-2-103(a)(iii) requires the lease be valid THROUGH the TERM OF THE LICENSE and MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.

WLD-28 (1/16)

4. Restaurant and Bar and Grill Liquor License Holders Only:

(a) Gross sales figures and percentages of income derived from: W.S.12-4-408(b) (Line 1 + Line 2 must = Line 3)

(Line 1) Liquor Sales: $_____(_____%)
(Line 2) Food Sales: $_____(_____%)
(Line 3) Gross Sales: $_____(_____%)

(b) Did you attach a copy of your valid food service permit to this application? W.S.12-4-407(a), W.S.12-4-413(a) ☐ YES ☐ NO

5. Microbrewery License Holders Only:

(a) Did you produce over 50 barrels (1,550 gallons) but less than 50,000 barrels (1,550,000 gallons) during the previous license term? W.S.12-1-101(a)(xix) ☐ YES ☐ NO

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

(c) Do you distribute your own products through an existing malt beverage wholesaler? W.S. 12-2-201(g)(i) (Requires additional licensing with the Liquor Division) ☐ YES ☐ NO

6. Social Club License Holders Only:

(a) Have you filed a detailed statement of your activities during the year with an itemized statement of amounts expended? W.S. 12-1-101(a)(ii)(E) ☐ YES ☐ NO

7. If the applicant is filing as an Individual or Partnership or as a Club:

Each individual or partner or officer must complete this section.

True and Correct Name	Date of Birth	*DONOT LIST PO BOXES* Residence Address No. & Street City, State & Zip	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 ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

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

8. If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership:

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 this section.

True and Correct Name	Date of Birth	*DONOT LIST PO BOXES* Residence Address No. & Street City, State & Zip	Residence Phone Number	No. of Years in Corp or LLC	% of Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Michael Schnell				7	25	YES ☐ NO ☒	YES ☐ NO ☒
Linda Schnell				7	25	YES ☐ NO ☒	YES ☐ NO ☒
Juli Hinze				5	50	YES ☐ NO ☒	YES ☐ NO ☒

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

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)

Before Me, Kimberly A. Heath, *(specify)*
(Printed name of Notary or other officer authorized to administer oaths)

a Notary Public, Officer authorized to administer oaths in and for Park *County, State of Wyoming, personally appeared* Juli Hinze *name he/she being first duly sworn*
(Insert Names)
by me upon his oath, says that the facts alleged in the foregoing instrument are true.

(Seal)

KIMBERLY A. HEATH NOTARY PUBLIC
COUNTY OF PARK STATE OF WYOMING
MY COMMISSION EXPIRES MARCH 24, 2021

1. Juli Hinze
2. _____
3. _____
4. _____

My Commission expires: March 24, 2021

Witness my hand and official seal:

Kimberly A Heath
(Notary Public or other officer authorized to administer oaths)

Title Notary

Dated: 4 / 19 / 2017

FOR LIQUOR DIVISION USE ONLY		
Reviewer	Initials	Date
Agent:		
Chief:		
Acct.:		

Commercial Lease Agreement

This lease agreement dated, January 1, 2013, is between 4470, LLC, the Landlord, and ALEM, LLC, the Tenant. The Landlord agrees to lease to the Tenant the use of the entire property located at 1503 Sheridan Avenue, Cody, Wyoming 82414. (Legally established to be O.T. Lots 17,18,19,20, & 21, Block 7, zoned D-2e

USE OF PROPERTY:

The leased property will be used as follows: "Retail sales of beer, wine, and liquor for on and off property consumption." This allowance is made as long as the tenant maintains the legal licensing rights to conduct this type of business.

LEASE TERMS:

This lease will renew automatically on an annual basis beginning on January 1 of each consecutive year, unless terminated by either party with a 30 day written notice, delivered by certified mail to 813 Shadow St., Cody, Wy. 82414, or to 1225 Sage Ave. Cody, Wy. 82414. In the event that either entity was to sell any or all shares of their companies, the lease will automatically terminate and a new lease may be negotiated at that time.

RENT:

The Tenant agrees to pay monthly rent to the Landlord each month, payable on the tenth day of each month. The monthly rent amount will be a base of $1000.00 plus 2% of monthly gross sales.

PROPERTY MAINTAINENCE:

All property maintenance will be the responsibility of the Tenant.

INSURANCE:

The Landlord is to maintain liability insurance on the physical property and the Tenant is to maintain a business liability policy of no less than $1,000,000.

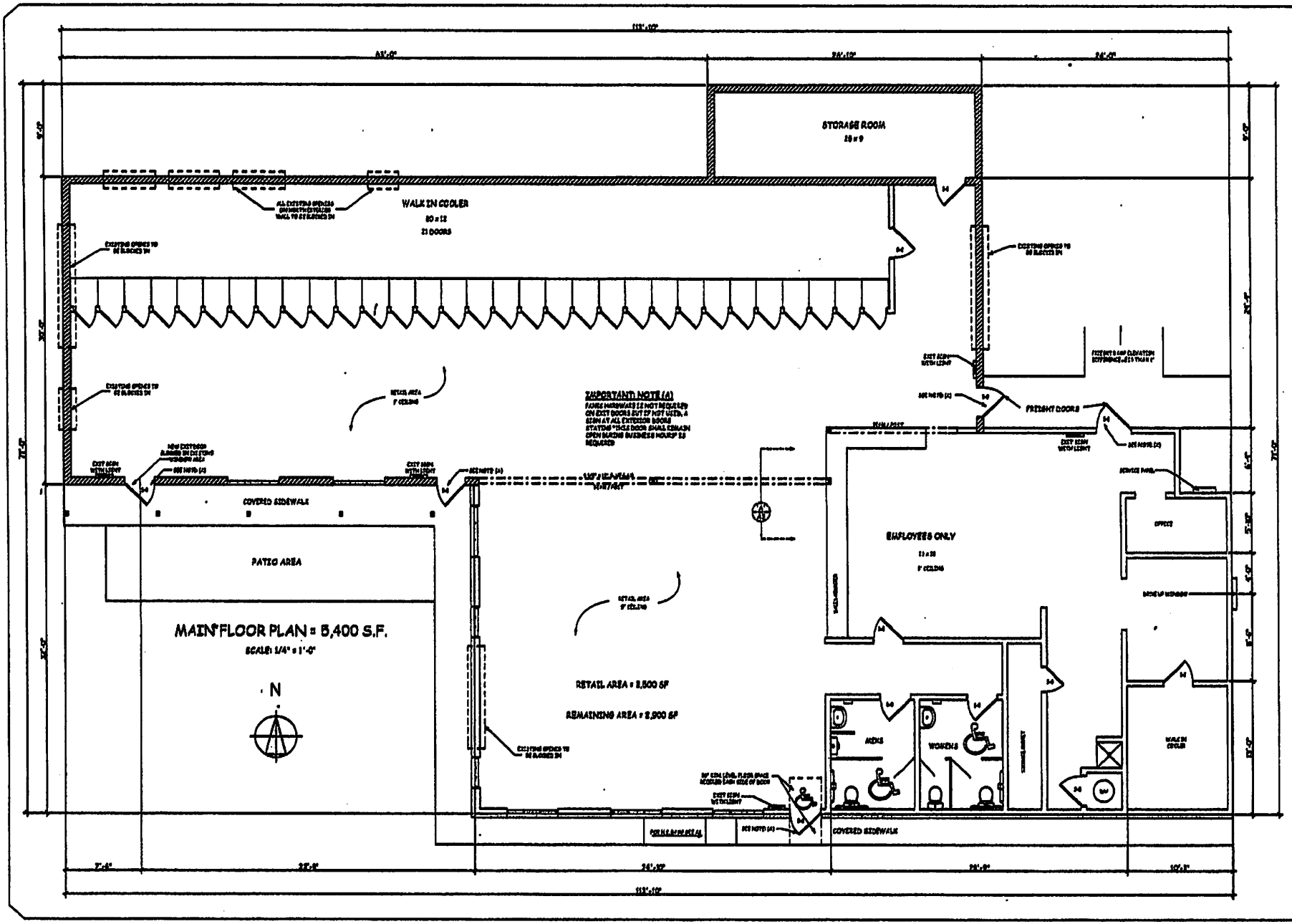
In Witness Whereof the Parties to this lease have duly fixed their signatures on this 1st, day of January, 2013.

Dixie Egan
Witness

4470, LLC (Landlord)
Per: Linda Stanell

Dixie Egan
Witness

ALEM, LLC (Tenant)
Per: Juli Hinze



ALEM, LLC
Project # 561

ALEM, LLC
1303 Sheridan Avenue
Cody, WY 82414

NOTE:

Susan Hovde
Architect
P.O. Box 1334
Red Lodge MT: 59068
406-446-3160

Custom Plans By:
Precision Plan Designs

SHEET #
A1
FLOOR PLAN
SCALE: AS NOTED

Outdoor Serving Area Renewal/Request

Per state statute 12-5-201 (a), "Alcoholic beverages secured in the licensed room by a server may be served only in the building in which the licensed room is located an in an immediately adjacent fenced or enclosed area as approved by the local licensing authority."

If you currently have an outdoor serving area or would like to request approval of a new outdoor serving area, please complete the following:

Applicant Name: ALEM LLC dba Libations

✓ Please renew our outdoor serving area.

_____ I am requesting approval of a new outdoor serving area (not previously approved).

If requesting approval of a new area, or if you have made changes to the current area, please provide a detailed drawing:

WLD-28 (1/16) License# 1033

RENEWAL OF LIQUOR LICENSE OR PERMIT APPLICATION

To be completed by the City, Town or County Clerk:

Date Filed With Clerk: 04 / 19 / 17

	Annual Fee	Prorated Fee
Basic Fee:	$ 1000.00	$ ____
Add'l Dispensing Room Fee:	$ ____	$ ____
Transfer Fee:	$ ____	
Total License Fee Collected	$ ____	$ ____
Publishing Fee Collected:	$ 21.00	
Publishing Direct Billed:	☐	

Advertising Dates (2 wks): 6/6/17 & 6/13/17

Hearing Date: 6/20/2017

LICENSE TERM: 08/01/2017

Through: 07/31/2018

A copy must be immediately forwarded to:
State of Wyoming Liquor Division
6601 Campstool Rd.
Cheyenne WY 82002-0110

Applicant: BARBARA & HERBERT HOY

Trade Name (dba): H & B WILDHORSE CAFÉ & GIFTS

Premise Address: 440 YELLOWSTONE AVENUE
Number & Street

CODY, WY 82414 PARK
City State Zip County

Mailing Address: 220 F STREET
Number & Street or P.O. Box

CODY, WY 82414
City State Zip

Business Telephone Number: (307) ~~529~~ 527-8903
Fax Number:
E-Mail Address: BARBARAHOY@MSN.COM

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.**

RESTAURANT

FILING IN

☒ CITY (TOWN) OF CODY

FILING AS (CHOOSE ONLY ONE)

☒ INDIVIDUAL ☐ LLC
☐ PARTNERSHIP ☐ LLP
☐ CORPORATION
☐ LTD PARTNERSHIP
☐ ASSOCIATION
☐ ORGANIZATION

TYPE OF LICENSE OR PERMIT
(CHOOSE ONLY ONE)

RETAIL LIQUOR LICENSE
- ☐ ON-PREMISE ONLY (BAR)
- ☐ OFF-PREMISE ONLY (PACKAGE STORE)
- ☐ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)

☒ RESTAURANT LIQUOR LICENSE
☐ RESORT LIQUOR LICENSE
☐ BAR AND GRILL
LIMITED RETAIL (CLUB)
- ☐ FRATERNAL CLUB
- ☐ VETERANS CLUB
- ☐ SOCIAL CLUB
- ☐ GOLF CLUB

☐ MICROBREWERY
☐ WINERY
☐ DISTILLERY SATELLITE
☐ WINERY SATELLITE
☐ COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT

To Assist the Liquor Division with scheduling inspections:

WHEN DO YOU OPERATE?

☐ NON-OPERATIONAL/PARKED
☒ FULL TIME (e.g. Jan through Dec)
☐ SEASONAL/PART-TIME

(specify months of operation)

from 6 AM to 8 PM

DAYS OF WEEK (e.g. Mon through Sat)

HOURS OF OPERATION (e.g. 10a - 2a)
6 AM - 8 PM

Minimum Purchase Requirement:

RETAIL LICENSE HOLDERS:
Have you purchased **$2,000** in spirits, wines and/or malt beverages during the previous license term? ☐ YES ☐ NO

RESTAURANT, RESORT, CLUB, COUNTY MALT, OR BAR AND GRILL LICENSE HOLDERS:
Have you purchased **$500** in spirits, wines and/or malt beverages during the previous license term? ☒ YES ☐ NO
W.S.12-4-103(c)

1. DISPENSING ROOM DESCRIPTION WITH DIMENSIONS:
   (a) Give a description with dimensions of the dispensing room and state where it is located within the building (e.g. 10 x 12 room in SE corner of building). If the building is not in existence, also provide an architect's drawing or suitable plans of the room and premises to be licensed: W.S. 12-4-102(a)(i)
   24' X 14' ROOM ON SOUTH SIDE OF KITCHEN
   (b) If **Winery** or **Microbrewery**, also list the manufacturing facility.(e.g. MFG: 10' X 12' room in SW portion of bldg.) **MFG:**
   (c) Do you have an additional dispensing room? ☐ YES ☒ NO If yes, provide description and location:
   (d) Provide the legal description and the zoning of the site where the applicant will conduct business:
   ALLEN SUBDIVISION, 2ND FILING, LOT 1, ZONE D-3
2. Have there been any changes in the physical location of the dispensing room since the last application was filed?
   ☐ YES If YES, please submit a drawing of the new dispensing room.
   ☒ NO
   (a) Do you anticipate any changes in the next twelve (12) months?
   ☐ YES If YES, please submit a drawing of the new dispensing room.
   ☒ NO
3. **BUILDING OWNERSHIP:** Does the applicant? W.S. 12-4-103 (a) (iii):
   (1) **OWN** the building in which sales room is located? ☒ YES (own)
   (2) **LEASE** the building in which sales room is located? ☐ YES (lease)
   (A) **DATE** lease expires _____ located on page_____paragraph_____of lease document.
   (B) Provision for **SALE** of alcoholic or malt beverages located on page_____paragraph_____of lease.

NOTE: Please submit a copy of the lease with the application. W.S. 12-2-103(a)(iii) requires the lease be valid THROUGH the TERM OF THE LICENSE and MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.

WLD-28 (1/16)

4. Restaurant and Bar and Grill Liquor License Holders Only:

(a) Gross sales figures and percentages of income derived from: W.S.12-4-408(b) (Line 1 + Line 2 must = Line 3)

(Line 1) Liquor Sales: $ 3162.96 (3 %)
(Line 2) Food Sales: $ 101,794.97 (97 %)
(Line 3) Gross Sales: $ 104,957.93 (100 %)

(b) Did you attach a copy of your valid food service permit to this application. W.S.12-4-407(a), W.S.12-4-413(a) ☒ YES ☐ NO

5. Microbrewery License Holders Only:

(a) Did you produce over 50 barrels (1,550 gallons) but less than 50,000 barrels (1,550,000 gallons) during the previous license term? W.S.12-1-101(a)(xix) ☐ YES ☐ NO

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

(c) Do you distribute your own products through an existing malt beverage wholesaler? W.S. 12-2-201(g)(i) (Requires additional licensing with the Liquor Division) ☐ YES ☐ NO

6. Social Club License Holders Only:

(a) Have you filed a detailed statement of your activities during the year with an itemized statement of amounts expended? W.S. 12-1-101(a)(ii)(E) ☐ YES ☐ NO

7. If the applicant is filing as an Individual or Partnership or as a Club:

Each individual or partner or officer must complete this section.

True and Correct Name	Date of Birth	*DONOT LIST PO BOXES* Residence Address No. & Street City, State & Zip	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?
Herbert A. Hoy				YES ☒ NO ☐	YES ☐ NO ☒	YES ☐ NO ☒
Barbara A Hoy				YES ☒ NO ☐	YES ☐ NO ☒	YES ☐ NO ☒
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

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

8. If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership:

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 this section.

True and Correct Name	Date of Birth	*DONOT LIST PO BOXES* Residence Address No. & Street City, State & Zip	Residence Phone Number	No. of Years in Corp or LLC	% of Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐

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

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 *)*

Before Me, Annalea Avery *, (specify)*
(Printed name of Notary or other officer authorized to administer oaths)

a Notary Public, Officer authorized to administer oaths in and for Park *County, State of Wyoming, personally appeared*

Herbert & Barbara Hoy *name he/she being first duly sworn*
(Insert Names)

by me upon his oath, says that the facts alleged in the foregoing instrument are true.

(Seal)

ANNALEA AVERY NOTARY PUBLIC
COUNTY OF PARK STATE OF WYOMING
MY COMMISSION EXPIRES MAY 20, 2020

1. Herbert A. Hoy
2. Barbara Hoy
3.
4.

My Commission expires: May 20, 2020

Witness my hand and official seal:

(Notary Public or other officer authorized to administer oaths)

Title Notary

Dated: 4 / 19 / 17

FOR LIQUOR DIVISION USE ONLY		
Reviewer	Initials	Date
Agent:		
Chief:		
Acct.:		

WDA-17A
04/2k

WYOMING DEPARTMENT OF AGRICULTURE

CHEYENNE, WYOMING 82002

RECEIPT NUMBER
FD 056972

FOOD LICENSE

Account # **13576/13576-1**

Whereas this party has made application for the licenses listed below in the State of Wyoming according to the law and agrees to comply with all laws, rules and regulations thereto, including the payment of all required fees, there is hereby issued to the applicant this license.
This license is not transferable and, unless revoked, shall expire on the date indicated below.

H & B WILD HORSE CAFÉ AND GIFT
440 W YELLOWSTONE AVE
CODY, WY 82414

Expiration Date: **6/5/2017**

Director of Agriculture

Equal Opportunity in Employment and Services

1

Outdoor Serving Area Renewal/Request

Per state statute 12-5-201 (a), "Alcoholic beverages secured in the licensed room by a server may be served only in the building in which the licensed room is located an in an immediately adjacent fenced or enclosed area as approved by the local licensing authority."

If you currently have an outdoor serving area or would like to request approval of a new outdoor serving area, please complete the following:

Applicant Name: H & B Windhorse (Herbert & Barbara Hay)

✓ Please renew our outdoor serving area.

_____ I am requesting approval of a new outdoor serving area (not previously approved).

If requesting approval of a new area, or if you have made changes to the current area, please provide a detailed drawing:

WLD-28 (1/16) License# 598

RENEWAL OF LIQUOR LICENSE OR PERMIT APPLICATION

To be completed by the City, Town or County Clerk:

Date Filed With Clerk: 4 / 17 / 17

	Annual Fee	Prorated Fee
Basic Fee:	$ 1500.00	$.
Add'l Dispensing Room Fee:	$.	$.
Transfer Fee:	$.	
Total License Fee Collected	$.	$.
Publishing Fee Collected:	$ 21.00	
Publishing Direct Billed:	☐	

Advertising Dates (2 wks): 6/6/17 & 6/13/17

Hearing Date: 6/20/2017

LICENSE TERM: 08/01/2017

Through: 07/31/2018

A copy must be immediately forwarded to:
State of Wyoming Liquor Division
6601 Campstool Rd.
Cheyenne WY 82002-0110

Applicant: BREWGARDS LOUNGE LLC

Trade Name (dba): BREWGARDS LOUNGE

Premise Address: 2357 MOUNTAIN VIEW DRIVE
Number & Street

CODY, WY 82414 PARK
City State Zip County

Mailing Address: PO BOX 275
Number & Street or P.O. Box

CODY, WY 824140275
City State Zip

Business Telephone Number: (307) 587-4431
Fax Number: (307) 587-4922
E-Mail Address: cpb@bresnan.net

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.**

BAR AND PACKAGE STORE (FULL RETAIL)

FILING IN

☒ CITY (TOWN) OF CODY

FILING AS (CHOOSE ONLY ONE)

☐ INDIVIDUAL ☒ LLC
☐ PARTNERSHIP ☐ LLP
☐ CORPORATION
☐ LTD PARTNERSHIP
☐ ASSOCIATION
☐ ORGANIZATION

TYPE OF LICENSE OR PERMIT
(CHOOSE ONLY ONE)

RETAIL LIQUOR LICENSE
- ☐ ON-PREMISE ONLY (BAR)
- ☐ OFF-PREMISE ONLY (PACKAGE STORE)
- ☒ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)

☐ RESTAURANT LIQUOR LICENSE
☐ RESORT LIQUOR LICENSE
☐ BAR AND GRILL
LIMITED RETAIL (CLUB)
- ☐ FRATERNAL CLUB
- ☐ VETERANS CLUB
- ☐ SOCIAL CLUB
- ☐ GOLF CLUB

☐ MICROBREWERY
☐ WINERY
☐ DISTILLERY SATELLITE
☐ WINERY SATELLITE
☐ COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT

To Assist the Liquor Division with scheduling inspections:

WHEN DO YOU OPERATE?

☐ NON-OPERATIONAL/PARKED
☒ FULL TIME (e.g. Jan through Dec)
☐ SEASONAL/PART-TIME

(specify months of operation)

from _____ to _____

DAYS OF WEEK (e.g. Mon through Sat)
Sunday ~ Saturday

HOURS OF OPERATION (e.g. 10a - 2a)
10 AM ~ close 2 AM

Minimum Purchase Requirement:

RETAIL LICENSE HOLDERS:
Have you purchased **$2,000** in spirits, wines and/or malt beverages during the previous license term? ☒ YES ☐ NO

RESTAURANT, RESORT, CLUB, COUNTY MALT, OR BAR AND GRILL LICENSE HOLDERS:
Have you purchased **$500** in spirits, wines and/or malt beverages during the previous license term? ☐ YES ☐ NO
W.S.12-4-103(c)

1. DISPENSING ROOM DESCRIPTION WITH DIMENSIONS:
   (a) Give a description with dimensions of the dispensing room and state where it is located within the building (e.g. 10 x 12 room in SE corner of building). If the building is not in existence, also provide an architect's drawing or suitable plans of the room and premises to be licensed: W.S. 12-4-102(a)(i)
   32' X 42' ROOM IN CENTER OF BLDG
   (b) If **Winery** or **Microbrewery**, also list the manufacturing facility.(e.g. MFG: 10' X 12' room in SW portion of bldg.) **MFG:**
   (c) Do you have an additional dispensing room? ☐ YES ☒ NO If yes, provide description and location:
   (d) Provide the legal description and the zoning of the site where the applicant will conduct business:
   LOT 12, HOGG SUBDIVISION, ZONED COMMERCIAL
2. Have there been any changes in the physical location of the dispensing room since the last application was filed?
   ☐ YES If YES, please submit a drawing of the new dispensing room.
   ☒ NO
   (a) Do you anticipate any changes in the next twelve (12) months?
   ☐ YES If YES, please submit a drawing of the new dispensing room.
   ☒ NO
3. **BUILDING OWNERSHIP:** Does the applicant? W.S. 12-4-103 (a) (iii):
   (1) **OWN** the building in which sales room is located? ☐ YES (own)
   (2) **LEASE** the building in which sales room is located? ☒ YES (lease)
   (A) **DATE** lease expires 7/31/18 located on page 1 paragraph 3 of lease document.
   (B) Provision for **SALE** of alcoholic or malt beverages located on page 1 paragraph 4 of lease.

NOTE: Please submit a copy of the lease with the application. W.S. 12-2-103(a)(iii) requires the lease be valid THROUGH the TERM OF THE LICENSE and MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.

4. Restaurant and Bar and Grill Liquor License Holders Only:

(a) Gross sales figures and percentages of income derived from: W.S.12-4-408(b) (Line 1 + Line 2 must = Line 3)

(Line 1) Liquor Sales: $_____(_____%)
(Line 2) Food Sales: $_____(_____%)
(Line 3) Gross Sales: $_____(_____%)

(b) Did you attach a copy of your valid food service permit to this application. W.S.12-4-407(a), W.S.12-4-413(a) ☐ YES ☐ NO

5. Microbrewery License Holders Only:

(a) Did you produce over 50 barrels (1,550 gallons) but less than 50,000 barrels (1,550,000 gallons) during the previous license term? W.S.12-1-101(a)(xix) ☐ YES ☐ NO

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

(c) Do you distribute your own products through an existing malt beverage wholesaler? W.S. 12-2-201(g)(i) (Requires additional licensing with the Liquor Division) ☐ YES ☐ NO

6. Social Club License Holders Only:

(a) Have you filed a detailed statement of your activities during the year with an itemized statement of amounts expended? W.S. 12-1-101(a)(ii)(E) ☐ YES ☐ NO

7. If the applicant is filing as an Individual or Partnership or as a Club:

Each individual or partner or officer must complete this section.

True and Correct Name	Date of Birth	***DONOT LIST PO BOXES*** Residence Address No. & Street City, State & Zip	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 ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

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

8. If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership:

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 this section.

True and Correct Name	Date of Birth	***DONOT LIST PO BOXES*** Residence Address No. & Street City, State & Zip	Residence Phone Number	No. of Years in Corp or LLC	% of Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Frank W. Kraut				10	100	YES ☐ NO ☒	YES ☐ NO ☒
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐

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

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 *)*

Before Me, Joy Barela *, (specify)*
(Printed name of Notary or other officer authorized to administer oaths)

a Notary Public, Officer authorized to administer oaths in and for Park *County, State of Wyoming, personally appeared* Frank W. Kraut *name he/she being first duly sworn*
(Insert Names)
by me upon his oath, says that the facts alleged in the foregoing instrument are true.

(Seal)

JOY BARELA - NOTARY PUBLIC
COUNTY OF PARK
STATE OF WYOMING
MY COMMISSION EXPIRES MARCH 18, 2020

1. [signature]
2. _____
3. _____
4. _____

My Commission expires: 03/18/2020

Witness my hand and official seal:

Joy Barela
(Notary Public or other officer authorized to administer oaths)

Title Notary Public

Dated: 4 / 17 / 17

FOR LIQUOR DIVISION USE ONLY		
Reviewer	Initials	Date
Agent:		
Chief:		
Acct.:		

COMMERCIAL LEASE

This Lease is made this 31st day of July, 2015 by and between Cody Paint and Body Inc (hereinafter "Lessor") and Brewgards Lounge LLC (hereinafter "Lessee"). In consideration for the mutual promises and covenants contained herein, and for other good and valuable consideration, the parties hereby agree as follows:

1. The Lessor leases to the Lessee the following described premises: 2357 Mountain View Drive, Cody WY 82414

2. The term of the Lease shall be for 3 years commencing July 31, 2015 and ending July 31, 2018.

3. The Lessee shall pay to Lessor as rent $19,800.00 per year, payable in equal installments in advance on the first day of each month for that month's rental, during the term of this lease. All rental payments shall be made to Lessor.

4. Lessee shall use and occupy the premises only as a bar, grill and package liquor sales (Tenant Rental Status) subject at all times to the approval of the Lessor.

5. The Lessee shall not make any alterations, additions or improvements to the premises without the prior written consent of the Lessor.

6. All applications and connections for necessary utility services on the demised premises shall be made in the name of the Lessee only, and Lessee shall be solely liable for utility charges as they become due, including those for sewer, water, gas, electricity and telephone services.

7. Lessee shall purchase at his own expense public liability insurance including bodily injury and property damage insuring Lessor and Lessee.

8. The Lessee shall comply with all rules, regulations, ordinances codes and laws of all governmental authorities having jurisdiction over the premises.

9. The Lessee shall not permit or engage in any activity that will effect an increase in the rate of insurance for the Building in which the premises is contained nor shall the Lessee permit or commit any nuisance thereon.

10. The Lessee shall not sublet or assign the premises nor allow any other person or business to use or occupy the premises without the prior written consent of the Lessor, which consent may not be unreasonably withheld.

11. At the end of the term of this Lease, the Lessee shall surrender and deliver up the premises in the same condition (subject to any additions, alterations or improvements, if any) as presently exists, reasonable wear and tear excluded.

12. Upon default in any term or condition of this Lease, the Lessor shall have the right to undertake any or all other remedies permitted by Law.

13. This Lease shall be binding upon, and inure to the benefit of, the parties, their heirs, successors, and assigns.

Signed this 31st day of July 2015.

Lessor
Cody Paint and Body Inc

Lessee
Brewgards Lounge LLC

WDA-17A
04/2k

WYOMING DEPARTMENT OF AGRICULTURE

CHEYENNE, WYOMING 82002

RECEIPT NUMBER
FD 056003

FOOD LICENSE

Account # **11711/11711-1**

Whereas this party has made application for the licenses listed below in the State of Wyoming according to the law and agrees to comply with all laws, rules and regulations thereto, including the payment of all required fees, there is hereby issued to the applicant this license.
This license is not transferable and, unless revoked, shall expire on the date indicated below.

BREWGARDS LOUNGE LLC
2357 MOUNTAIN VIEW DR
CODY, WY 82414

Expiration Date: **6/20/2017**

Director of Agriculture

Equal Opportunity in Employment and Services

1

Outdoor Serving Area Renewal/Request

Per state statute 12-5-201 (a), "Alcoholic beverages secured in the licensed room by a server may be served only in the building in which the licensed room is located an in an immediately adjacent fenced or enclosed area as approved by the local licensing authority."

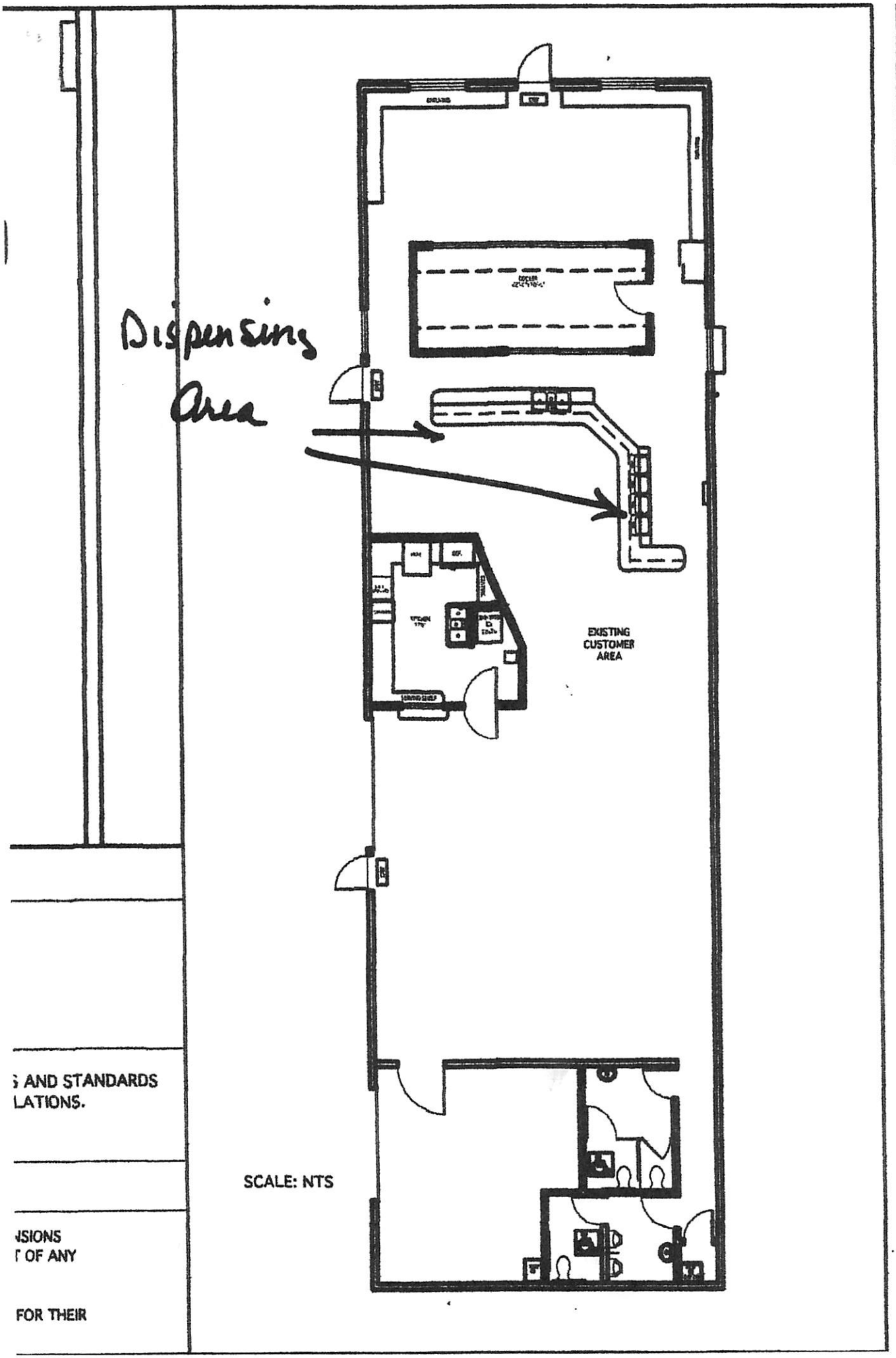
If you currently have an outdoor serving area or would like to request approval of a new outdoor serving area, please complete the following:

Applicant Name: Brewgards Lounge LLC

X Please renew our outdoor serving area.

_____ I am requesting approval of a new outdoor serving area (not previously approved).

If requesting approval of a new area, or if you have made changes to the current area, please provide a detailed drawing:



S AND STANDARDS
LATIONS.

NSIONS
T OF ANY

FOR THEIR

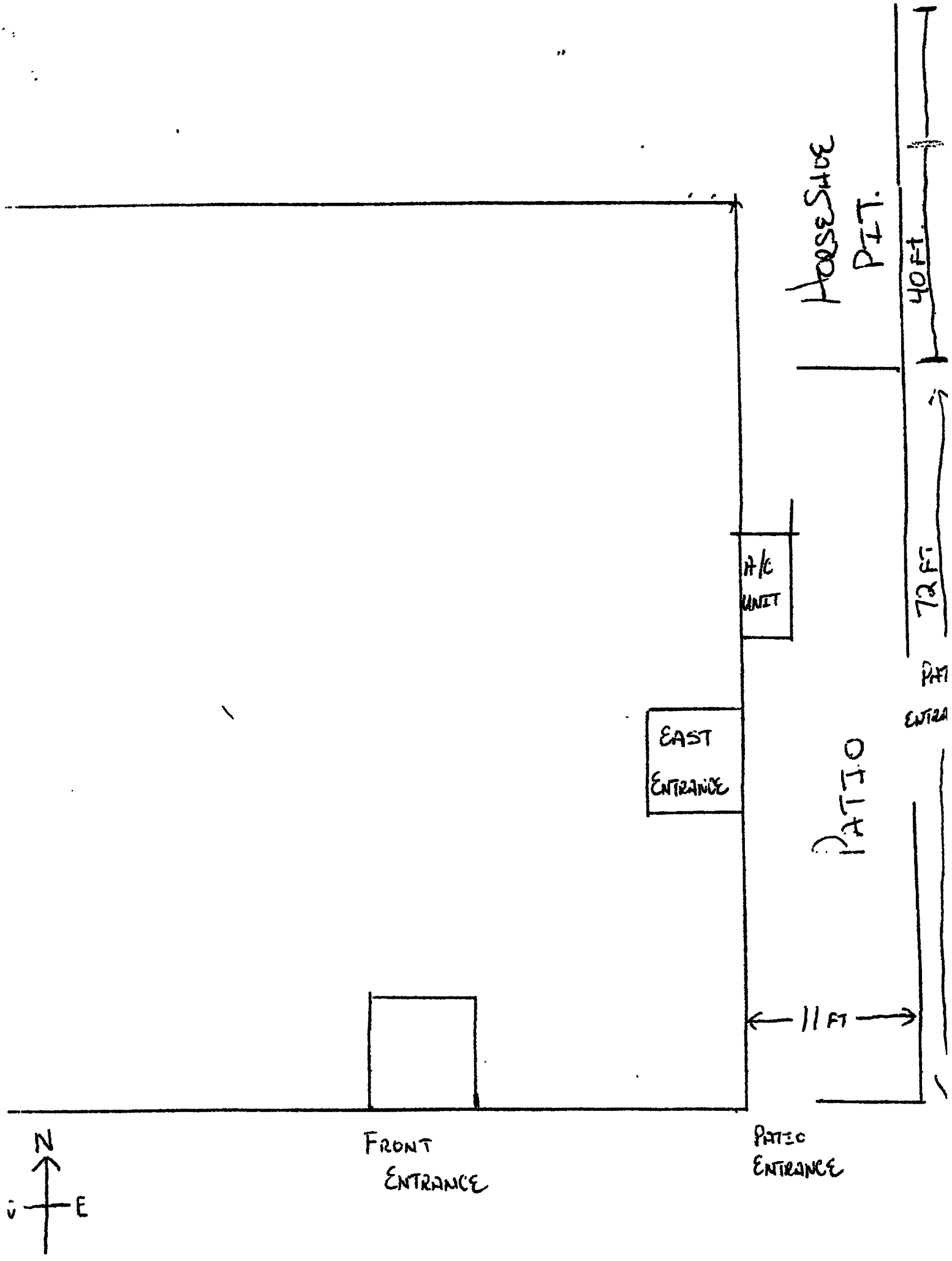
SCALE: NTS

KEITH PRYOR
ARCHITECT
1413 W YOMING AVE. CODY, WY 82414
307-587-3509

BREWGARD'S
REMODEL

08-15-11

A1


HORSESHOE PIT.
40 FT.
72 FT.
A/C UNIT
EAST ENTRANCE
PATIO
11 FT
FRONT ENTRANCE
PATIO ENTRANCE
N
E

RENEWAL OF LIQUOR LICENSE OR PERMIT APPLICATION

To be completed by the City, Town or County Clerk:

Date Filed With Clerk: 4 / 27 / 17

	Annual Fee	Prorated Fee
Basic Fee:	$ 1500.00	$.
Add'l Dispensing Room Fee:	$.	$.
Transfer Fee:	$.	
Total License Fee Collected	$.	$.
Publishing Fee Collected:	$ 21.00	
Publishing Direct Billed:	☐	

Advertising Dates (2 wks): 6/6/17 & 6/13/17

Hearing Date: 6/20/2017

LICENSE TERM: 08/01/2017

Through: 07/31/2018

A copy must be immediately forwarded to:
State of Wyoming Liquor Division
6601 Campstool Rd.
Cheyenne WY 82002-0110

Applicant: BUFFALO BILL MEMORIAL ASSOCIATION

Trade Name (dba): BUFFALO BILL CENTER OF THE WEST

Premise Address: 720 SHERIDAN AVENUE
Number & Street

CODY, WY 82414 PARK
City State Zip County

Mailing Address: 720 SHERIDAN AVENUE
Number & Street or P.O. Box

CODY, WY 82414
City State Zip

Business Telephone Number: (307) 587-4771
Fax Number: (307) 587-5714
E-Mail Address: bruces@centerofthewest.org

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.**

BAR (FULL RETAIL)

FILING IN

☒ CITY (TOWN) OF CODY

FILING AS (CHOOSE ONLY ONE)

☐ INDIVIDUAL ☐ LLC
☐ PARTNERSHIP ☐ LLP
☒ CORPORATION
☐ LTD PARTNERSHIP
☐ ASSOCIATION
☐ ORGANIZATION

TYPE OF LICENSE OR PERMIT
(CHOOSE ONLY ONE)

RETAIL LIQUOR LICENSE
- ☐ ON-PREMISE ONLY (BAR)
- ☐ OFF-PREMISE ONLY (PACKAGE STORE)
- ☒ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)

☐ RESTAURANT LIQUOR LICENSE
☐ RESORT LIQUOR LICENSE
☐ BAR AND GRILL
LIMITED RETAIL (CLUB)
- ☐ FRATERNAL CLUB
- ☐ VETERANS CLUB
- ☐ SOCIAL CLUB
- ☐ GOLF CLUB

☐ MICROBREWERY
☐ WINERY
☐ DISTILLERY SATELLITE
☐ WINERY SATELLITE
☐ COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT

To Assist the Liquor Division with scheduling inspections:

WHEN DO YOU OPERATE?

☐ NON-OPERATIONAL/PARKED
☒ FULL TIME (e.g. Jan through Dec)
☐ SEASONAL/PART-TIME

(specify months of operation)

from _____ to _____

DAYS OF WEEK (e.g. Mon through Sat)
Mon - Sun

HOURS OF OPERATION (e.g. 10a - 2a)
10:00am - 5:00pm - Varied

Minimum Purchase Requirement:

RETAIL LICENSE HOLDERS:
Have you purchased **$2,000** in spirits, wines and/or malt beverages during the previous license term? ☒ YES ☐ NO

RESTAURANT, RESORT, CLUB, COUNTY MALT, OR BAR AND GRILL LICENSE HOLDERS:
Have you purchased **$500** in spirits, wines and/or malt beverages during the previous license term? ☐ YES ☐ NO
W.S.12-4-103(c)

1. DISPENSING ROOM DESCRIPTION WITH DIMENSIONS:
   (a) Give a description with dimensions of the dispensing room and state where it is located within the building (e.g. 10 x 12 room in SE corner of building). If the building is not in existence, also provide an architect's drawing or suitable plans of the room and premises to be licensed: W.S. 12-4-102(a)(i)
   22' X 9' ROOM IN PHOTO GALLERY OF DRAPER MUSEUM
   (b) If **Winery** or **Microbrewery**, also list the manufacturing facility.(e.g. MFG: 10' X 12' room in SW portion of bldg.) **MFG:**
   (c) Do you have an additional dispensing room? ☒ YES ☐ NO If yes, provide description and location:
   10' X 13' ROOM EAST OF THE EXPRESSO BAR
   (d) Provide the legal description and the zoning of the site where the applicant will conduct business:
   ALL OF LOT 82C LESS S60', NE1/4 SE1/4 OF SEC 31, T53N, R1010W, 6TH P.M., ORIGINAL SURVEY
2. Have there been any changes in the physical location of the dispensing room since the last application was filed?
   ☐ YES If YES, please submit a drawing of the new dispensing room.
   ☒ NO
   (a) Do you anticipate any changes in the next twelve (12) months?
   ☐ YES If YES, please submit a drawing of the new dispensing room.
   ☒ NO
3. **BUILDING OWNERSHIP:** Does the applicant? W.S. 12-4-103 (a) (iii):
   (1) **OWN** the building in which sales room is located? ☒ YES (own)
   (2) **LEASE** the building in which sales room is located? ☐ YES (lease)
   (A) **DATE** lease expires _____ located on page_____paragraph_____of lease document.
   (B) Provision for **SALE** of alcoholic or malt beverages located on page_____paragraph_____of lease.

NOTE: Please submit a copy of the lease with the application. W.S. 12-2-103(a)(iii) requires the lease be valid THROUGH the TERM OF THE LICENSE and MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.

4. Restaurant and Bar and Grill Liquor License Holders Only:

(a) Gross sales figures and percentages of income derived from: W.S.12-4-408(b) (Line 1 + Line 2 must = Line 3)

(Line 1) Liquor Sales: $ 140,000 (19 %)
(Line 2) Food Sales: $ 600,000 (81 %)
(Line 3) Gross Sales: $ 740,000 (100 %)

(b) Did you attach a copy of your valid food service permit to this application. W.S.12-4-407(a), W.S.12-4-413(a) ☒ YES ☐ NO

5. Microbrewery License Holders Only:

(a) Did you produce over 50 barrels (1,550 gallons) but less than 50,000 barrels (1,550,000 gallons) during the previous license term? W.S.12-1-101(a)(xix) ☐ YES ☐ NO

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

(c) Do you distribute your own products through an existing malt beverage wholesaler? W.S. 12-2-201(g)(i) (Requires additional licensing with the Liquor Division) ☐ YES ☐ NO

6. Social Club License Holders Only:

(a) Have you filed a detailed statement of your activities during the year with an itemized statement of amounts expended? W.S. 12-1-101(a)(ii)(E) ☐ YES ☐ NO

7. If the applicant is filing as an Individual or Partnership or as a Club:

Each individual or partner or officer must complete this section.

True and Correct Name	Date of Birth	*DONOT LIST PO BOXES* Residence Address No. & Street City, State & Zip	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 ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

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

8. If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership:

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 this section.

True and Correct Name	Date of Birth	*DONOT LIST PO BOXES* Residence Address No. & Street City, State & Zip	Residence Phone Number	No. of Years in Corp or LLC	% of Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
		Attachment A				YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐

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

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 *)*

Before Me, Diana M. Jensen *, (specify)*
(Printed name of Notary or other officer authorized to administer oaths)

a Notary Public, Officer authorized to administer oaths in and for Park *County, State of Wyoming, personally appeared*

Lynn P. Rodgers *name he/she being first duly sworn*
(Insert Names)
by me upon his oath, says that the facts alleged in the foregoing instrument are true.

(Seal) DIANA M. JENSEN NOTARY PUBLIC COUNTY OF PARK STATE OF WYOMING MY COMMISSION EXPIRES OCTOBER 15, 2017

1. Lynn P. Rodgers
2.
3.
4.

My Commission expires: 15 October 2017

Witness my hand and official seal:

Diana M Jensen
(Notary Public or other officer authorized to administer oaths)

Title Notary Public

Dated: 04 / 25 / 2017

FOR LIQUOR DIVISION USE ONLY		
Reviewer	Initials	Date
Agent:		
Chief:		
Acct.:		

Buffalo Bill Memorial Association Board of Trustees | 2017

	Have you been convicted of a felony violation?	Have you been convicted of a violation relating to alcoholic liquor or malt beverages?	Date of Birth	Yrs. Board
Barron G. Collier, II Collier Group	No	No		30
Mary Gooch Armour	No	No		8
Daniele D. Bodini	No	No		11
John R. Caldwell	No	No		8
Paul V. Cali	No	No		8
Vice President Richard B. Cheney	No	No		16
Henry H.R. Coe, Jr.	No	No		37
Ann Reynolds Crowell	No	No		2
Mary Anne Dingus	No	No		6
Joan C. Donner	No	No		15

Buffalo Bill Memorial Association Board of Trustees | 2017

Mary Flitner Diamond Tail Ranch	No	No	9
Charles C. Francis	No	No	9
William C. Foxley	No	No	1
Margaret Frère	No	No	3mo
William C. Garlow	No	No	33
Thomas P. Grainger	No	No	6
C. Harris Haston	No	No	6
Deborah Goppert Hofstedt	No	No	8
Ray L. Hunt	No	No	39
Wallace H. Johnson	No	No	9
David M. Leuschen	No	No	20
Patrick R. McDonald	No	No	9
Henry P. McIntosh, IV	No	No	5

Buffalo Bill Memorial Association Board of Trustees | 2017

Arthur Middleton, PhD	No	No	3mo
James E. Nielson	No	No	44
Jay E. Nielson	No	No	3mo
Harold C. Ramser, Jr.	No	No	8
Margaret W. Scarlett	No	No	14
William N. Shiebler	No	No	6
Alan K. Simpson	No	No	49
Colin M. Simpson	No	No	13
H. Leighton Steward	No	No	13
John C. Sullivan	No	No	37
Michael J. Sullivan	No	No	20
James G. Taggart	No	No	23
Naoma J. Tate	No	No	13

Buffalo Bill Memorial Association Board of Trustees | 2017

Harold E. Wackman	No	No	6
A. Richard Walje	No	No	5
Samuel B. Webb, Jr.	No	No	9
C. Edward Webster	No	No	1
William D. Weiss	No	No	2
Lisa F. Wirthlin	No	No	3
Peter I. Wold	No	No	1
Bruce B. Eldredge Executive Director & CEO Buffalo Bill Center of the West 720 Sheridan Avenue Cody, WY 82414	No	No	9
Lynn P. Rodgers Chief Financial Officer/COO Buffalo Bill Center of the West 720 Sheridan Ave. Cody, WY 82414	No	No	5
Margaret J. Kath Accounting Manager Buffalo Bill Center of the West 720 Sheridan Ave. Cody, WY 82414	No	No	28

WDA-17A
04/2k

WYOMING DEPARTMENT OF AGRICULTURE

CHEYENNE, WYOMING 82002

RECEIPT NUMBER
FD 057335

FOOD LICENSE

Account # **5042/5042-1**

Whereas this party has made application for the licenses listed below in the State of Wyoming according to the law and agrees to comply with all laws, rules and regulations thereto, including the payment of all required fees, there is hereby issued to the applicant this license.
This license is not transferable and, unless revoked, shall expire on the date indicated below.

BUFFALO BILL HISTORICAL CENTER
720 SHERIDAN AVE
CODY, WY 82414

Expiration Date: **6/30/2017**

Director of Agriculture

Equal Opportunity in Employment and Services

1

RENEWAL OF LIQUOR LICENSE OR PERMIT APPLICATION

To be completed by the City, Town or County Clerk:

Date Filed With Clerk: 5 / 1 / 17

	Annual Fee	Prorated Fee
Basic Fee:	$ 500.00	$.
Add'l Dispensing Room Fee:	$.	$.
Transfer Fee:	$.	
Total License Fee Collected	$.	$.
Publishing Fee Collected:	$ 21.00	
Publishing Direct Billed:	☐	

Advertising Dates (2 wks): 6/6/17 & 6/13/17

Hearing Date: 6/20/2017

LICENSE TERM: 08/01/2017

Through: 07/31/2018

A copy must be immediately forwarded to:
State of Wyoming Liquor Division
6601 Campstool Rd.
Cheyenne WY 82002-0110

Applicant: BUFFALO JUMP WINES LLC

Trade Name (dba): BUFFALO JUMP WINES, LLC

Premise Address: 1326 BECK AVENUE
Number & Street

CODY, WY 82414 PARK
City State Zip County

Mailing Address: 1326 BECK AVENUE
Number & Street or P.O. Box

CODY, WY 82414
City State Zip

Business Telephone Number: (307) 250-7653
Fax Number:
E-Mail Address: info@buffalojumpwinery.com

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.**

WINERY

FILING IN

☒ CITY (TOWN) OF CODY

FILING AS (CHOOSE ONLY ONE)

☐ INDIVIDUAL ☒ LLC
☐ PARTNERSHIP ☐ LLP
☐ CORPORATION
☐ LTD PARTNERSHIP
☐ ASSOCIATION
☐ ORGANIZATION

TYPE OF LICENSE OR PERMIT
(CHOOSE ONLY ONE)

RETAIL LIQUOR LICENSE
- ☐ ON-PREMISE ONLY (BAR)
- ☐ OFF-PREMISE ONLY (PACKAGE STORE)
- ☐ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)

☐ RESTAURANT LIQUOR LICENSE
☐ RESORT LIQUOR LICENSE
☐ BAR AND GRILL
LIMITED RETAIL (CLUB)
- ☐ FRATERNAL CLUB
- ☐ VETERANS CLUB
- ☐ SOCIAL CLUB
- ☐ GOLF CLUB

☐ MICROBREWERY
☒ WINERY
☐ DISTILLERY SATELLITE
☐ WINERY SATELLITE
☐ COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT

To Assist the Liquor Division with scheduling inspections:

WHEN DO YOU OPERATE?

☐ NON-OPERATIONAL/PARKED
☒ FULL TIME (e.g. Jan through Dec)
☐ SEASONAL/PART-TIME

(specify months of operation)

from _____ to _____

DAYS OF WEEK (e.g. Mon through Sat)
Sun - Sat

HOURS OF OPERATION (e.g. 10a - 2a)
11:00 AM - 10:00 PM

Minimum Purchase Requirement:

RETAIL LICENSE HOLDERS:
Have you purchased **$2,000** in spirits, wines and/or malt beverages during the previous license term? ☐ YES ☐ NO

RESTAURANT, RESORT, CLUB, COUNTY MALT, OR BAR AND GRILL LICENSE HOLDERS:
Have you purchased **$500** in spirits, wines and/or malt beverages during the previous license term? ☐ YES ☐ NO
W.S.12-4-103(c)

1. DISPENSING ROOM DESCRIPTION WITH DIMENSIONS:

(a) Give a description with dimensions of the dispensing room and state where it is located within the building (e.g. 10 x 12 room in SE corner of building). If the building is not in existence, also provide an architect's drawing or suitable plans of the room and premises to be licensed: W.S. 12-4-102(a)(i)
21' X 38' ROOM ON NORTH END OF BLDG

(b) If **Winery** or **Microbrewery**, also list the manufacturing facility.(e.g. MFG: 10' X 12' room in SW portion of bldg.) **MFG: MFG: 67' X 38' ROOM ON SOUTH END OF BLDG MFG: 67' X 38' ROOM ON SOUTH END OF BLDG**

(c) Do you have an additional dispensing room? ☐ YES ☒ NO If yes, provide description and location:

(d) Provide the legal description and the zoning of the site where the applicant will conduct business:
PORTION OF LOT 9, ALL OF LOT 10, BLOCK 15, ORIGINAL TOWN OF CODY.

2. Have there been any changes in the physical location of the dispensing room since the last application was filed?
☐ YES If YES, please submit a drawing of the new dispensing room.
☒ NO

(a) Do you anticipate any changes in the next twelve (12) months?
☐ YES If YES, please submit a drawing of the new dispensing room.
☒ NO

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

(1) **OWN** the building in which sales room is located? ☐ YES (own)
(2) **LEASE** the building in which sales room is located? ☒ YES (lease)
(A) **DATE** lease expires 7/31/18 located on page 2 paragraph 1 of lease document.
(B) Provision for **SALE** of alcoholic or malt beverages located on page 2 paragraph 2 of lease.

NOTE: Please submit a copy of the lease with the application. W.S. 12-2-103(a)(iii) requires the lease be valid THROUGH the TERM OF THE LICENSE and MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.

4. Restaurant and Bar and Grill Liquor License Holders Only:

(a) Gross sales figures and percentages of income derived from: W.S.12-4-408(b) (Line 1 + Line 2 must = Line 3)

(Line 1) Liquor Sales: $_____(_____%)
(Line 2) Food Sales: $_____(_____%)
(Line 3) Gross Sales: $_____(_____%)

(b) Did you attach a copy of your valid food service permit to this application. W.S.12-4-407(a), W.S.12-4-413(a) ☐ YES ☐ NO

5. Microbrewery License Holders Only:

(a) Did you produce over 50 barrels (1,550 gallons) but less than 50,000 barrels (1,550,000 gallons) during the previous license term? W.S.12-1-101(a)(xix) ☐ YES ☐ NO

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

(c) Do you distribute your own products through an existing malt beverage wholesaler? W.S. 12-2-201(g)(i) (Requires additional licensing with the Liquor Division) ☐ YES ☐ NO

6. Social Club License Holders Only:

(a) Have you filed a detailed statement of your activities during the year with an itemized statement of amounts expended? W.S. 12-1-101(a)(ii)(E) ☐ YES ☐ NO

7. If the applicant is filing as an Individual or Partnership or as a Club:

Each individual or partner or officer must complete this section.

True and Correct Name	Date of Birth	*DONOT LIST PO BOXES* Residence Address No. & Street City, State & Zip	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 ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

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

8. If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership:

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 this section.

True and Correct Name	Date of Birth	*DONOT LIST PO BOXES* Residence Address No. & Street City, State & Zip	Residence Phone Number	No. of Years in Corp or LLC	% of Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Scott Wagner				6	100	YES ☐ NO ☒	YES ☐ NO ☒
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐

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

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)

Before Me, Cory Berry, *(specify)*
(Printed name of Notary or other officer authorized to administer oaths)

a Notary Public, Officer authorized to administer oaths in and for Park *County, State of Wyoming, personally appeared*

Scott Wagner *name he/she being first duly sworn*
(Insert Names)
upon his oath, says that the facts alleged in the foregoing instrument are true.

(Seal) CORY BERRY NOTARY My Commission Expires December 01, 2020 PARK COUNTY, WYOMING PUBLIC

1. _____
2. _____
3. _____
4. _____

My Commission expires: C / 2 / 20

Witness my hand and official seal:

_____
(Notary Public or other officer authorized to administer oaths)

Title Notary Public

Dated: 5 / 1 / 2017

FOR LIQUOR DIVISION USE ONLY		
Reviewer	Initials	Date
Agent:		
Chief:		
Acct.:		

SECOND AMENDMENT TO
LEASE AGREEMENT
1326 Beck Avenue, Cody, Wyoming 82414

THIS SECOND AMENDMENT TO LEASE AGREEMENT is made and entered into as of the 2 day of May, 2017, between STEVEN L. PARKES ("Parkes"), BUFFALO JUMP WINES, LLC, a Wyoming limited liability company ("Buffalo Jump"), and GEYSER DISTILLING, LLC, a Wyoming limited liability company ("Geyser").

W I T N E S S E T H:

WHEREAS, Parkes and Buffalo Jump entered into a Lease Agreement dated March 8, 2013; and

WHEREAS, Parkes and Buffalo Jump entered a Lease Extension Agreement on April 29, 2016 to extend the term to July 31, 2017 ("Lease Extension"); and

WHEREAS, Parkes and Buffalo Jump desire to further amend the Lease Agreement to extend the term to July 31, 2018; and

WHEREAS, Parkes and Buffalo Jump desire to add Geyser as an additional lessee and to clarify terms;

NOW THEREFORE, Parkes, Buffalo Jump and Geyser hereby amend the terms of the March 8, 2013, Lease Agreement, as amended by the Lease Extension Agreement, as follows:

1. PARTIES. The parties to this Lease Agreement shall be STEVEN L. PARKES ("Parkes"), the sole owner of THE PREMISES, and BUFFALO JUMP WINES, LLC, a Wyoming limited liability company ("Buffalo Jump"), and GEYSER DISTILLING, LLC, a Wyoming limited liability company ("Geyser"). Buffalo Jump and Geyser are suitable lessees for THE PREMISES.

2. Section 3.1 is amended to read hereafter, as follows:

SECTION THREE: TERM AND RENT

3.1 Parkes leases THE PREMISES for an additional term of one (1) year, terminating on July 31, 2018 at 12:00 noon, or sooner as provided in the Lease Agreement. The monthly rental amount from the date of this amendment to July 31, 2018 shall be $2,500.00 per month. All payments herein required are payable in advance on the first day of each month during the term of this Agreement or any renewal.

3. Parkes, Buffalo Jump and Geyser do hereby agree that THE PREMISES are for use as a retail and wholesale wine and distilled alcohol production, bottling, and sales facility. Buffalo Jump and Geyser are specifically authorized to sell alcohol from THE PREMISES during THIS AGREEMENT.

4. All other terms and provisions of the Lease Agreement dated March 8, 2013, and the Lease Extension Agreement dated May 2, 2016, not modified by this Second Amendment to Lease Agreement, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed THIS SECOND AMENDMENT TO LEASE AGREEMENT at Cody, Wyoming, the day and year first above written.

LESSOR:

Steven L. Parkes

STEVEN L. PARKES

LESSEE:

BUFFALO JUMP WINES, LLC, a Wyoming limited liability company

By _____
Scott Wagner, Its Manager

By _____
Becky Tilden, Its Manager

GEYSER DISTILLING, LLC, a Wyoming limited liability company

By _____
Scott Wagner, Its Manager

The undersigned hereby personally guarantee that Buffalo Jump and Geyser will perform all covenants, terms, conditions and promises contained in THIS SECOND AMENDMENT TO LEASE AGREEMENT, including the payment of any monies required herein. Parkes shall have the right to require the performance of the personal guarantor in place of the performance of Buffalo Jump and Geyser without first having requested such performance by Buffalo Jump and Geyser.

_____ _____ May 2 2017
SCOTT WAGNER Date

_____ _____ May 2 2017
BECKY TILDEN Date

RENEWAL OF LIQUOR LICENSE OR PERMIT APPLICATION

To be completed by the City, Town or County Clerk:

Date Filed With Clerk: 4 / 25 / 17

	Annual Fee	Prorated Fee
Basic Fee:	$ 1500.00	$.
Add'l Dispensing Room Fee:	$.	$.
Transfer Fee:	$.	
Total License Fee Collected	$.	$.
Publishing Fee Collected:	$ 21.00	
Publishing Direct Billed:	☐	

Advertising Dates (2 wks): 6/6/17 & 6/13/17

Hearing Date: 6/20/2017

LICENSE TERM: 08/01/2017

Through: 07/31/2018

A copy must be immediately forwarded to:
State of Wyoming Liquor Division
6601 Campstool Rd.
Cheyenne WY 82002-0110

Applicant: C I H INC

Trade Name (dba): IRMA HOTEL

Premise Address: 1192 SHERIDAN AVENUE
Number & Street

CODY, WY 82414 PARK
City State Zip County

Mailing Address: 1192 SHERIDAN AVENUE
Number & Street or P.O. Box

CODY, WY 82414
City State Zip

Business Telephone Number: (307) 587-4221
Fax Number: (307) 587-1775
E-Mail Address: IRMAHOTEL@IRMAHOTEL.COM

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.**

BAR AND PACKAGE STORE (FULL RETAIL)

FILING IN

☒ CITY (TOWN) OF CODY

FILING AS (CHOOSE ONLY ONE)

☐ INDIVIDUAL ☐ LLC
☐ PARTNERSHIP ☐ LLP
☒ CORPORATION
☐ LTD PARTNERSHIP
☐ ASSOCIATION
☐ ORGANIZATION

TYPE OF LICENSE OR PERMIT
(CHOOSE ONLY ONE)

RETAIL LIQUOR LICENSE
- ☒ ON-PREMISE ONLY (BAR)
- ☐ OFF-PREMISE ONLY (PACKAGE STORE)
- ☐ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)

☐ RESTAURANT LIQUOR LICENSE
☐ RESORT LIQUOR LICENSE
☐ BAR AND GRILL
LIMITED RETAIL (CLUB)
- ☐ FRATERNAL CLUB
- ☐ VETERANS CLUB
- ☐ SOCIAL CLUB
- ☐ GOLF CLUB

☐ MICROBREWERY
☐ WINERY
☐ DISTILLERY SATELLITE
☐ WINERY SATELLITE
☐ COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT

To Assist the Liquor Division with scheduling inspections:

WHEN DO YOU OPERATE?

☐ NON-OPERATIONAL/PARKED
☒ FULL TIME (e.g. Jan through Dec)
☐ SEASONAL/PART-TIME

(specify months of operation)

from January to December

DAYS OF WEEK (e.g. Mon through Sat)
Mon thru Sunday

HOURS OF OPERATION (e.g. 10a - 2a)
11a - 2a

Minimum Purchase Requirement:

RETAIL LICENSE HOLDERS:
Have you purchased **$2,000** in spirits, wines and/or malt beverages during the previous license term? ☒ YES ☐ NO

RESTAURANT, RESORT, CLUB, COUNTY MALT, OR BAR AND GRILL LICENSE HOLDERS:
Have you purchased **$500** in spirits, wines and/or malt beverages during the previous license term? ☐ YES ☐ NO
W.S.12-4-103(c)

1. DISPENSING ROOM DESCRIPTION WITH DIMENSIONS:

(a) Give a description with dimensions of the dispensing room and state where it is located within the building (e.g. 10 x 12 room in SE corner of building). If the building is not in existence, also provide an architect's drawing or suitable plans of the room and premises to be licensed: W.S. 12-4-102(a)(i)
24' X 36' ROOM IN NE CORNER OF BLDG

(b) If **Winery** or **Microbrewery**, also list the manufacturing facility.(e.g. MFG: 10' X 12' room in SW portion of bldg.) **MFG:**

(c) Do you have an additional dispensing room? ☐ YES ☒ NO If yes, provide description and location:

(d) Provide the legal description and the zoning of the site where the applicant will conduct business:
LOTS 1-9, BLOCK 56, ORIGINAL TOWN NOW CITY OF CODY

2. Have there been any changes in the physical location of the dispensing room since the last application was filed?
☐ YES If YES, please submit a drawing of the new dispensing room.
☒ NO

(a) Do you anticipate any changes in the next twelve (12) months?
☐ YES If YES, please submit a drawing of the new dispensing room.
☒ NO

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

(1) **OWN** the building in which sales room is located? ☒ YES (own)
(2) **LEASE** the building in which sales room is located? ☐ YES (lease)
(A) **DATE** lease expires _____ located on page_____paragraph_____of lease document.
(B) Provision for **SALE** of alcoholic or malt beverages located on page_____paragraph_____of lease.

NOTE: Please submit a copy of the lease with the application. W.S. 12-2-103(a)(iii) requires the lease be valid THROUGH the TERM OF THE LICENSE and MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.

4. Restaurant and Bar and Grill Liquor License Holders Only:

(a) Gross sales figures and percentages of income derived from: W.S.12-4-408(b) (Line 1 + Line 2 must = Line 3)

(Line 1) Liquor Sales: $_____(_____%)
(Line 2) Food Sales: $_____(_____%)
(Line 3) Gross Sales: $_____(_____%)

(b) Did you attach a copy of your valid food service permit to this application. W.S.12-4-407(a), W.S.12-4-413(a) ☐ YES ☐ NO

5. Microbrewery License Holders Only:

(a) Did you produce over 50 barrels (1,550 gallons) but less than 50,000 barrels (1,550,000 gallons) during the previous license term? W.S.12-1-101(a)(xix) ☐ YES ☐ NO

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

(c) Do you distribute your own products through an existing malt beverage wholesaler? W.S. 12-2-201(g)(i) (Requires additional licensing with the Liquor Division) ☐ YES ☐ NO

6. Social Club License Holders Only:

(a) Have you filed a detailed statement of your activities during the year with an itemized statement of amounts expended? W.S. 12-1-101(a)(ii)(E) ☐ YES ☐ NO

7. If the applicant is filing as an Individual or Partnership or as a Club:

Each individual or partner or officer must complete this section.

True and Correct Name	Date of Birth	*DONOT LIST PO BOXES* Residence Address No. & Street City, State & Zip	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 ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

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

8. If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership:

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 this section.

True and Correct Name	Date of Birth	*DONOT LIST PO BOXES* Residence Address No. & Street City, State & Zip	Residence Phone Number	No. of Years in Corp or LLC	% of Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
John C. Darby JCD				26	50%	YES ☐ NO ☒	YES ☐ NO ☒
John Scott Darby				26	25%	YES ☐ NO ☒	YES ☐ NO ☒
Michael S. Darby				26	25%	YES ☐ NO ☒	YES ☐ NO ☒

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

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 *)*

Before Me, Linda Brazney *, (specify)*
(Printed name of Notary or other officer authorized to administer oaths)

a Notary Public, Officer authorized to administer oaths in and for Park *County, State of Wyoming, personally appeared* Michael & Scott Darby *name he/she being first duly sworn*
(Insert Names)
by me upon his oath, says that the facts alleged in the foregoing instrument are true.

(Seal) LINDA BRAZNEY NOTARY PUBLIC COUNTY OF PARK STATE OF WYOMING MY COMMISSION EXPIRES JANUARY 27, 2018

1. Michael S. Darby
2. John Scott Darby
3.
4.

My Commission expires: 01/27/2018

Witness my hand and official seal:

Linda Brazney
(Notary Public or other officer authorized to administer oaths)

Title UBI

Dated: 04/25/2017

FOR LIQUOR DIVISION USE ONLY		
Reviewer	Initials	Date
Agent:		
Chief:		
Acct.:		

Outdoor Serving Area Renewal/Request

Per state statute 12-5-201 (a), "Alcoholic beverages secured in the licensed room by a server may be served only in the building in which the licensed room is located an in an immediately adjacent fenced or enclosed area as approved by the local licensing authority."

If you currently have an outdoor serving area or would like to request approval of a new outdoor serving area, please complete the following:

Applicant Name: CIH, INC. dba Irma Hotel

✓ Please renew our outdoor serving area.

_____ I am requesting approval of a new outdoor serving area (not previously approved).

If requesting approval of a new area, or if you have made changes to the current area, please provide a detailed drawing:

RENEWAL OF LIQUOR LICENSE OR PERMIT APPLICATION

To be completed by the City, Town or County Clerk:

Date Filed With Clerk: 5 / 1 / 17

	Annual Fee	Prorated Fee
Basic Fee:	$ 1000.00	$ ____
Add'l Dispensing Room Fee:	$ ____	$ ____
Transfer Fee:	$ ____	
Total License Fee Collected	$ ____	$ ____
Publishing Fee Collected:	$ 21.00	
Publishing Direct Billed:	☐	

Advertising Dates (2 wks): 6/6/17 & 6/13/17

Hearing Date: 6/20/2017

LICENSE TERM: 08/01/2017

Through: 07/31/2018

A copy must be immediately forwarded to:
State of Wyoming Liquor Division
6601 Campstool Rd.
Cheyenne WY 82002-0110

Applicant: CARDENAS, JOHANNA

Trade Name (dba): MICHAELS TACOS

Premise Address: 702 YELLOWSTONE AVENUE
Number & Street

CODY, WY 82414 PARK
City State Zip County

Mailing Address: PO BOX 956
Number & Street or P.O. Box

CODY, WY 82414
City State Zip

Business Telephone Number: 307-587-5527
Fax Number:
E-Mail Address: michaelstacos1@gmail.com

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.**

RESTAURANT

FILING IN

☒ CITY (TOWN) OF CODY

FILING AS (CHOOSE ONLY ONE)

☒ INDIVIDUAL ☐ LLC
☐ PARTNERSHIP ☐ LLP
☐ CORPORATION
☐ LTD PARTNERSHIP
☐ ASSOCIATION
☐ ORGANIZATION

TYPE OF LICENSE OR PERMIT
(CHOOSE ONLY ONE)

RETAIL LIQUOR LICENSE
- ☐ ON-PREMISE ONLY (BAR)
- ☐ OFF-PREMISE ONLY (PACKAGE STORE)
- ☐ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)

☒ RESTAURANT LIQUOR LICENSE
☐ RESORT LIQUOR LICENSE
☐ BAR AND GRILL
LIMITED RETAIL (CLUB)
- ☐ FRATERNAL CLUB
- ☐ VETERANS CLUB
- ☐ SOCIAL CLUB
- ☐ GOLF CLUB

☐ MICROBREWERY
☐ WINERY
☐ DISTILLERY SATELLITE
☐ WINERY SATELLITE
☐ COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT

To Assist the Liquor Division with scheduling inspections:

WHEN DO YOU OPERATE?

☐ NON-OPERATIONAL/PARKED
☒ FULL TIME (e.g. Jan through Dec)
☐ SEASONAL/PART-TIME

(specify months of operation)

from _____ to _____

DAYS OF WEEK (e.g. Mon through Sat)

HOURS OF OPERATION (e.g. 10a - 2a)

_____

Minimum Purchase Requirement:

RETAIL LICENSE HOLDERS:
Have you purchased **$2,000** in spirits, wines and/or malt beverages during the previous license term? ☐ YES ☐ NO

RESTAURANT, RESORT, CLUB, COUNTY MALT, OR BAR AND GRILL LICENSE HOLDERS:
Have you purchased **$500** in spirits, wines and/or malt beverages during the previous license term? ☐ YES ☐ NO
W.S.12-4-103(c)

1. DISPENSING ROOM DESCRIPTION WITH DIMENSIONS:
   (a) Give a description with dimensions of the dispensing room and state where it is located within the building (e.g. 10 x 12 room in SE corner of building). If the building is not in existence, also provide an architect's drawing or suitable plans of the room and premises to be licensed: W.S. 12-4-102(a)(i)
   11' X 8' ROOM ON EAST SIDE OF BLDG
   (b) If **Winery** or **Microbrewery**, also list the manufacturing facility.(e.g. MFG: 10' X 12' room in SW portion of bldg.) **MFG:**
   (c) Do you have an additional dispensing room? ☐ YES ☒ NO If yes, provide description and location:
   (d) Provide the legal description and the zoning of the site where the applicant will conduct business:
   LOT 68 R.S. BEG. 352. 47'N. OF THE SW COR OF NW/4NE/4, N.76 T52, R102
2. Have there been any changes in the physical location of the dispensing room since the last application was filed?
   ☐ YES If YES, please submit a drawing of the new dispensing room.
   ☒ NO
   (a) Do you anticipate any changes in the next twelve (12) months?
   ☐ YES If YES, please submit a drawing of the new dispensing room.
   ☒ NO
3. **BUILDING OWNERSHIP:** Does the applicant? W.S. 12-4-103 (a) (iii):
   (1) **OWN** the building in which sales room is located? ☐ YES (own)
   (2) **LEASE** the building in which sales room is located? ☒ YES (lease)
   (A) **DATE** lease expires Jan 31, 2018 located on page 1 paragraph 1 of lease document.
   (B) Provision for **SALE** of alcoholic or malt beverages located on page 1 paragraph 4 of lease.

NOTE: Please submit a copy of the lease with the application. W.S. 12-2-103(a)(iii) requires the lease be valid THROUGH the TERM OF THE LICENSE and MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.

4. Restaurant and Bar and Grill Liquor License Holders Only:

(a) Gross sales figures and percentages of income derived from: W.S.12-4-408(b) (Line 1 + Line 2 must = Line 3)

(Line 1) Liquor Sales: $ 3000 (37 %)
(Line 2) Food Sales: $ 5000 (63 %)
(Line 3) Gross Sales: $ 8000 (100 %)

(b) Did you attach a copy of your valid food service permit to this application. W.S.12-4-407(a), W.S.12-4-413(a) ☒ YES ☐ NO

5. Microbrewery License Holders Only:

(a) Did you produce over 50 barrels (1,550 gallons) but less than 50,000 barrels (1,550,000 gallons) during the previous license term? W.S.12-1-101(a)(xix) ☐ YES ☐ NO

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

(c) Do you distribute your own products through an existing malt beverage wholesaler? W.S. 12-2-201(g)(i) (Requires additional licensing with the Liquor Division) ☐ YES ☐ NO

6. Social Club License Holders Only:

(a) Have you filed a detailed statement of your activities during the year with an itemized statement of amounts expended? W.S. 12-1-101(a)(ii)(E) ☐ YES ☐ NO

7. If the applicant is filing as an Individual or Partnership or as a Club:

Each individual or partner or officer must complete this section.

True and Correct Name	Date of Birth	*DONOT LIST PO BOXES* Residence Address No. & Street City, State & Zip	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?
Johanna Cardenas				YES ☐ NO ☒	YES ☐ NO ☒	YES ☐ NO ☒
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

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

8. If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership:

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 this section.

True and Correct Name	Date of Birth	*DONOT LIST PO BOXES* Residence Address No. & Street City, State & Zip	Residence Phone Number	No. of Years in Corp or LLC	% of Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐

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

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)
COUNTY OF Park *SS.)*

Before Me, Annalea Avery *, (specify)*
(Printed name of Notary or other officer authorized to administer oaths)

a Notary Public, Officer authorized to administer oaths in and for Park *County, State of Wyoming, personally appeared* Johanna Cardenas *name he/she being first duly sworn*
(Insert Names)
by me upon his oath, says that the facts alleged in the foregoing instrument are true.

(Seal)

ANNALEA AVERY NOTARY PUBLIC
COUNTY OF PARK STATE OF WYOMING
MY COMMISSION EXPIRES MAY 20, 2020

1. [signature]
2.
3.
4.

My Commission expires: May 20, 20

Witness my hand and official seal:

[signature]
(Notary Public or other officer authorized to administer oaths)

Title Notary

Dated: 5 / 1 / 17

FOR LIQUOR DIVISION USE ONLY		
Reviewer	Initials	Date
Agent:		
Chief:		
Acct.:		

LEASE

THIS LEASE, made and entered into between the **W. D. Wenke Living Trust dated January 22, 2002 and the Susan K. Wenke Living Trust dated January 22, 2002** (LESSORS), and **Johanna Cardenas dba Michael's Tacos** (LESSEE),

WITNESSETH:

THAT FOR AND IN CONSIDERATION of the rents, covenants and conditions hereinafter set forth, the LESSORS do hereby lease unto the LESSEE and the LESSEE does hereby lease from LESSORS the following described premises situated in Park County, Wyoming:

That building designated as 702 Yellowstone Avenue (the "Property"), to be used by Johanna Cardenas dba Michael's Tacos, as a restaurant and related parking.

RESERVING, however, unto said LESSORS, its other tenants, assigns and representatives, the unimpeded right of ingress and egress to reach the other buildings and improvements situated on the Property designated as 702 Yellowstone Avenue, but not including that building used exclusively by Michael's Tacos.

1. TERM: This Lease shall be for a period of one year commencing February 1, 2017 and terminating January 31, 2018. LESSEE may automatically extend this Lease for one year by LESSEE notifying LESSORS in writing at least 120 days in advance of the commencement of the new lease period that LESSEE intends to extend for another year.

2. RENT: As rent for the leased premises, LESSEE covenant and agree to pay to LESSORS in advance, at P.O. Box 1555, Cody, Wyoming, 82414, on or before the 1st day of each and every month a monthly rental of **$2300.00.** The first rent payment shall be due February 1, 2017, and commencing monthly thereafter, due the 1st day of each month. Rent shall be deemed delinquent if not paid by the 10th of each month and all delinquent rent shall be subject to a late charge of 5% of the monthly rent.

3. UTILITIES: LESSEE shall pay for all utilities used or consumed on the leased premises and shall be responsible for any utility deposits that may be required.

4. USE: LESSEE covenants and agrees to use the lease premises as a restaurant and for no other purpose, without first obtaining the prior written consent of LESSORS. LESSEE shall not carry on or permit upon the leased premises any offensive, noisy or dangerous trade, business, manufacture or occupation or any nuisance, nor use the leased premises for any illegal or immoral purposes. LESSEE shall operate its business on the leased premises in a courteous, efficient and workmanlike manner and will maintain same in a safe, clean and sanitary condition. LESSORS understand and accept that alcohol will be served in LESSEE'S restaurant.

LEASE

5. MAINTENANCE: LESSORS shall generally be responsible for exterior maintenance, i.e., roof, heating, air conditioning, provision of water supply, drainage under the building, window and door repairs, etc. LESSEE shall be responsible for normal maintenance of the interior, including lighting and fixtures, window cleaning, and interior plumbing. LESSEE shall be responsible for maintaining grounds in an attractive manner. LESSEE agrees to share the cost of snow removal at 1/3 the rate charged by a third-party snow removal service that clears the entire Property of snow.

6. IMPROVEMENTS: LESSEE shall not commit or allow waste to be committed upon said Property and will not erect any buildings or structures upon it. LESSORS will approve any attached fixtures and signs before installation and all improvements of a fixed nature shall become the property of the LESSORS at the time the lease expires or it is terminated.

7. TAXES AND INSURANCE: LESSEE shall be responsible for any assessments levied against any property they may bring on or situate upon the lease premises. LESSORS shall maintain such fire and casualty insurance on the leased premises as it may desire; however, LESSEE shall be responsible for maintaining $1,000,000.00 liability and content insurance on its own fixtures, furnishings, and inventory situated on the lease premises. The coverage under such insurance policy shall be not less than $500,000.00 for any one person and $1,000,000 aggregate. In any such policy, the LESSEE shall name the LESSORS as additional insured's and provide a copy of said endorsement to the LESSORS within 10 days of taking possession of said Property.

8. LIABILITY AND INDEMNIFICATION: LESSORS, its agents and employees shall not be liable for any loss, damage, injuries, or other casualty of whatsoever kind or by whomsoever caused, to the person or property of anyone (including the LESSEE) on or off the leased premises, arising out of or resulting from the LESSEE's use, possession or operation thereof, and the LESSEE hereby agrees to indemnify and holds the LESSORS, its agents and employees harmless from and against all claims for such loss, damage or injury or other casualty.

9. LOSS OF USE: The LESSORS shall not be liable for any loss of use LESSEE may incur as a result of property damage, lack of utility supply or governmental action. Should the lease premises no longer be usable for its intended purpose, the obligations under this lease for either the LESSEE or the LESSORS shall cease upon any such occurrence where premises is not usable for its intended purpose.

10. CONDITION OF PREMISES: LESSEE acknowledges that the leased premises are in good order and repair, unless otherwise indicated herein. Upon the termination of this Lease, LESSEE shall surrender the same in as good a condition as when received, normal wear and tear expected. LESSSOR, its agents and representatives, may at all reasonable times enter the leased premises during

normal business hours to inspect same and to exhibit or show the same to prospective purchasers, LESSEE and others.

11. ASSIGNMENT OR SUBLEASE: LESSEE shall not assign this Lease or any interest therein or sublet the leased premises or any part thereof or license the use of all or any portion of the leased premises or businesses conducted thereon or therein or encumber or hypothecate this Lease without first obtaining the written consent of LESSORS. If LESSORS sell the Property described herein, and LESSEE declines to exercise their right of first refusal described in paragraph 13 below, then buyer of this Property will be fully obligated to abide by the terms of this Lease.

12. HAZARDOUS AND TOXIC MATERIALS AND WASTE: LESSEE shall not use, store, or generate any hazardous material or waste on the leased premises including, but not limited to, explosives, hydrocarbons, flammable or combustible materials or any other oil based type of contaminates. LESSEE shall further indemnify and hold harmless the LESSORS against any penalties, damages, or charges imposed for any violation of the law, statute, or ordinance, occasioned by the negligence of the LESSEE and LESSEE shall pay for all removal and clean-up expenses in any way pertaining to any such hazardous material or waste. LESSEE shall further indemnify and hold harmless LESSORS against any penalties, damages, or charges imposed for any violation of law, statute, or ordinance caused by LESSEE and LESSEE shall pay for all removal and cleanup expense pertaining to any such hazardous material or waste.

13. RIGHT OF FIRST REFUSAL: Should LESSORS decide to sell the following described real property, or any part thereof, during the term of this LEASE, LESSORS agree to offer LESSEE, in writing, the exclusive option to purchase the following property, or any part thereof, at fair market value before offering said Property to any other person:

    1.19 AC. DES. AS: A PARC. IN SEC.1 O.S. LOT 68 R.S. BEG. 352 .47'N. OF THE SW COR OF NW/4NE/4, N.76*04'E. 232.56', N.1 6*20'E. 225.77', S.76*04'W. 297.5', S. 201.03' TO POB T52 R102

    LESSEE shall have 60 days from receipt of the offer from LESSORS to exercise this Right of First Refusal.

14. DEFAULT: If either party shall fail to keep and perform, or shall violate any of the covenants, conditions and stipulations of this Lease, then after notice of said violation as provided herein, then each party may avail themselves to all remedies in law or equity pursuant to the laws of the State of Wyoming. The LESSORS are required to give the Lessee 24 hours notice of his/her intention to inspect the premises outside of the normal business hours of LESSEE. Further, LESSORS must give LESSEE 30 days notice to vacate the premises in the event of default. In the event that either party goes into default whereby it is necessary for either

LEASE

Party to enforce any portion of this lease, then the non-prevailing party shall pay all costs associated with the enforcement of this lease up to and including, but not limited to reasonable attorney fees and costs.

15. NOTICE: Any notice provided herein shall be considered as properly given as of the date of mailing if sent by certified mail, return receipt requested, postage prepaid, addressed to LESSEE as follows:

Michael's Tacos
c/o Johanna Cardenas
702 Yellowstone Ave.
Cody, Wyoming 82414

And addressed to LESSORS as follows:

William D. and Susan K. Wenke
P. O. Box 1555
Cody, Wyoming 82414

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written,

LESSORS: W. D. Wenke Living Trust dated January 22, 2002 and the Susan K. Wenke Living Trust dated January 22, 2002

William D. Wenke, Trustee — 1-10-17

By: William D. Wenke, — Date
Trustee of the W. D. Wenke Living Trust dated January 22, 2002

Susan K. Wenke — 1/10/17

By: Susan K. Wenke, — Date
Trustee of the Susan K. Wenke Living Trust dated January 22, 2002

LESSEE: Johanna Cardenas dba Michael's Tacos

01-10-2017

By: Johanna Cardenas — Date

Issued by:

WYOMING DEPARTMENT OF AGRICULTURE
CONSUMER HEALTH SERVICES
2219 CAREY AVE
CHEYENNE, WY 82002

EQUAL OPPORTUNITY IN EMPLOYMENT AND SERVICES

Retail Food ACCOUNT # 7116

Whereas this party has made application for the licenses listed below in the State of Wyoming according to the law and agrees to comply with all laws, rules and regulations thereto, including the payment of all required fees, there is hereby issued to the applicant this license. This license is not transferable and, unless revoked, shall expire on the date indicated below.

Issued to:

EXPIRATION DATE: 2/8/2018

MICHAEL'S TACOS
702 YELLOWSTONE AVE
CODY, WY 82414

JOHANNA CARDENAS
702 YELLOWSTONE AVE
CODY, WY 82414

Director of Dept. of Ag

THIS LICENSE MUST BE CURRENT AND POSTED CONSPICUOUSLY AT THE PHYSICAL LOCATION

WLD-28 (1/16)

License# 400

RENEWAL OF LIQUOR LICENSE OR PERMIT APPLICATION

To be completed by the City, Town or County Clerk:

Date Filed With Clerk: 4 / 28 / 17

	Annual Fee	Prorated Fee
Basic Fee:	$ 1500.00	$ ____
Add'l Dispensing Room Fee:	$ ____	$ ____
Transfer Fee:	$ ____	
Total License Fee Collected	$ ____	$ ____
Publishing Fee Collected:	$ 21.00	
Publishing Direct Billed:	☐	

Advertising Dates (2 wks): 6/6/17 & 6/13/17

Hearing Date: 6/20/2017

LICENSE TERM: 08/01/2017

Through: 07/31/2018

A copy must be immediately forwarded to:
State of Wyoming Liquor Division
6601 Campstool Rd.
Cheyenne WY 82002-0110

Applicant: CASSIE'S SPIRITS INC

Trade Name (dba): CASSIE'S SUPPER CLUB

Premise Address: 214 YELLOWSTONE AVENUE
Number & Street

CODY, WY 82414 PARK
City State Zip County

Mailing Address: 214 YELLOWSTONE AVENUE
Number & Street or P.O. Box

CODY, WY 82414
City State Zip

Business Telephone Number: (307) 527-5500
Fax Number:
E-Mail Address: MAMOOSINGER@HOTMAIL.COM

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.**

BAR AND PACKAGE STORE (FULL RETAIL)

FILING IN

☒ CITY (TOWN) OF CODY

FILING AS (CHOOSE ONLY ONE)

- ☒ INDIVIDUAL
- ☐ PARTNERSHIP
- ☐ CORPORATION
- ☐ LTD PARTNERSHIP
- ☐ ASSOCIATION
- ☐ ORGANIZATION
- ☐ LLC
- ☐ LLP

TYPE OF LICENSE OR PERMIT
(CHOOSE ONLY ONE)

RETAIL LIQUOR LICENSE
- ☐ ON-PREMISE ONLY (BAR)
- ☐ OFF-PREMISE ONLY (PACKAGE STORE)
- ☒ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)

☐ RESTAURANT LIQUOR LICENSE
☐ RESORT LIQUOR LICENSE
☐ BAR AND GRILL
LIMITED RETAIL (CLUB)
- ☐ FRATERNAL CLUB
- ☐ VETERANS CLUB
- ☐ SOCIAL CLUB
- ☐ GOLF CLUB

☐ MICROBREWERY
☐ WINERY
☐ DISTILLERY SATELLITE
☐ WINERY SATELLITE
☐ COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT

To Assist the Liquor Division with scheduling inspections:

WHEN DO YOU OPERATE?

- ☐ NON-OPERATIONAL/PARKED
- ☒ FULL TIME (e.g. Jan through Dec)
- ☐ SEASONAL/PART-TIME

(specify months of operation)

from _____ to _____

DAYS OF WEEK (e.g. Mon through Sat)
Mon - Sat

HOURS OF OPERATION (e.g. 10a - 2a)
11:00Am - 2:00A

Minimum Purchase Requirement:

RETAIL LICENSE HOLDERS:
Have you purchased **$2,000** in spirits, wines and/or malt beverages during the previous license term? ☒ YES ☐ NO

RESTAURANT, RESORT, CLUB, COUNTY MALT, OR BAR AND GRILL LICENSE HOLDERS:
Have you purchased **$500** in spirits, wines and/or malt beverages during the previous license term? ☐ YES ☐ NO
W.S.12-4-103(c)

1. DISPENSING ROOM DESCRIPTION WITH DIMENSIONS:
   (a) Give a description with dimensions of the dispensing room and state where it is located within the building (e.g. 10 x 12 room in SE corner of building). If the building is not in existence, also provide an architect's drawing or suitable plans of the room and premises to be licensed: W.S. 12-4-102(a)(i)
   60' X 120' ROOM ON E SIDE OF BLDG
   (b) If **Winery** or **Microbrewery**, also list the manufacturing facility.(e.g. MFG: 10' X 12' room in SW portion of bldg.) **MFG:**
   (c) Do you have an additional dispensing room? ☒ YES ☐ NO If yes, provide description and location:
   35' X 35' ROOM IN NW CORNER OF BLDG
   (d) Provide the legal description and the zoning of the site where the applicant will conduct business:
   PARTS OF LOTS 69 & 70, T52N, COMMERCIAL
2. Have there been any changes in the physical location of the dispensing room since the last application was filed?
   ☐ YES If YES, please submit a drawing of the new dispensing room.
   ☒ NO
   (a) Do you anticipate any changes in the next twelve (12) months?
   ☐ YES If YES, please submit a drawing of the new dispensing room.
   ☒ NO
3. **BUILDING OWNERSHIP:** Does the applicant? W.S. 12-4-103 (a) (iii):
   (1) **OWN** the building in which sales room is located? ☒ YES (own)
   (2) **LEASE** the building in which sales room is located? ☐ YES (lease)
   (A) **DATE** lease expires _____ located on page_____paragraph_____of lease document.
   (B) Provision for **SALE** of alcoholic or malt beverages located on page_____paragraph_____of lease.

NOTE: Please submit a copy of the lease with the application. W.S. 12-2-103(a)(iii) requires the lease be valid THROUGH the TERM OF THE LICENSE and MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.

4. Restaurant and Bar and Grill Liquor License Holders Only:

(a) Gross sales figures and percentages of income derived from: W.S.12-4-408(b) (Line 1 + Line 2 must = Line 3)

(Line 1) Liquor Sales: $_____(_____%)
(Line 2) Food Sales: $_____(_____%)
(Line 3) Gross Sales: $_____(_____%)

(b) Did you attach a copy of your valid food service permit to this application. W.S.12-4-407(a), W.S.12-4-413(a) ☐ YES ☐ NO

5. Microbrewery License Holders Only:

(a) Did you produce over 50 barrels (1,550 gallons) but less than 50,000 barrels (1,550,000 gallons) during the previous license term? W.S.12-1-101(a)(xix) ☐ YES ☐ NO

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

(c) Do you distribute your own products through an existing malt beverage wholesaler? W.S. 12-2-201(g)(i) (Requires additional licensing with the Liquor Division) ☐ YES ☐ NO

6. Social Club License Holders Only:

(a) Have you filed a detailed statement of your activities during the year with an itemized statement of amounts expended? W.S. 12-1-101(a)(ii)(E) ☐ YES ☐ NO

7. If the applicant is filing as an Individual or Partnership or as a Club:

Each individual or partner or officer must complete this section.

True and Correct Name	Date of Birth	*DONOT LIST PO BOXES* Residence Address No. & Street City, State & Zip	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?
Steven R. Sing				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

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

8. If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership:

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 this section.

True and Correct Name	Date of Birth	*DONOT LIST PO BOXES* Residence Address No. & Street City, State & Zip	Residence Phone Number	No. of Years in Corp or LLC	% of Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐

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

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 *)*

Before Me, Allan Reimers *, (specify)*
(Printed name of Notary or other officer authorized to administer oaths)

a Notary Public, Officer authorized to administer oaths in and for Park *County, State of Wyoming, personally appeared*

Steve Singer *name he/she being first duly sworn*
(Insert Names)

by me upon his oath, says that the facts alleged in the foregoing instrument are true.

(Seal) ALLAN REIMERS NOTARY PUBLIC COUNTY OF PARK STATE OF WYOMING MY COMMISSION EXPIRES JANUARY 13, 2018

1. _____
2. _____
3. _____
4. _____

My Commission expires: Jan 13 2018

Witness my hand and official seal:

_____
(Notary Public or other officer authorized to administer oaths)

Title Notary

Dated: 4 / 28 / 17

FOR LIQUOR DIVISION USE ONLY		
Reviewer	Initials	Date
Agent:		
Chief:		
Acct.:		

RENEWAL OF LIQUOR LICENSE OR PERMIT APPLICATION

To be completed by the City, Town or County Clerk:

Date Filed With Clerk: 4 / 25 / 17

	Annual Fee	Prorated Fee
Basic Fee:	$ 1000.00	$.
Add'l Dispensing Room Fee:	$.	$.
Transfer Fee:	$.	
Total License Fee Collected	$.	$.
Publishing Fee Collected:	$ 21.00	
Publishing Direct Billed:	☐	

Advertising Dates (2 wks): 6/6/17 & 6/13/17

Hearing Date: 6/20/2017

LICENSE TERM: 08/01/2017

Through: 07/31/2018

A copy must be immediately forwarded to:
State of Wyoming Liquor Division
6601 Campstool Rd.
Cheyenne WY 82002-0110

Applicant: CJV INC

Trade Name (dba): ADRIANO'S ITALIAN RESTAURANT

Premise Address: 1244 SHERIDAN AVENUE
Number & Street

CODY, WY 82414 PARK
City State Zip County

Mailing Address: PO BOX 2545
Number & Street or P.O. Box

CODY, WY 82414
City State Zip

Business Telephone Number: (307) 527-7320
Fax Number:
E-Mail Address: jaylinderman53@yahoo.com

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.**

RESTAURANT

FILING IN

☒ CITY (TOWN) OF CODY

FILING AS (CHOOSE ONLY ONE)

☐ INDIVIDUAL ☐ LLC
☐ PARTNERSHIP ☐ LLP
☒ CORPORATION
☐ LTD PARTNERSHIP
☐ ASSOCIATION
☐ ORGANIZATION

TYPE OF LICENSE OR PERMIT
(CHOOSE ONLY ONE)

RETAIL LIQUOR LICENSE
- ☐ ON-PREMISE ONLY (BAR)
- ☐ OFF-PREMISE ONLY (PACKAGE STORE)
- ☐ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)

☒ RESTAURANT LIQUOR LICENSE
☐ RESORT LIQUOR LICENSE
☐ BAR AND GRILL
LIMITED RETAIL (CLUB)
- ☐ FRATERNAL CLUB
- ☐ VETERANS CLUB
- ☐ SOCIAL CLUB
- ☐ GOLF CLUB

☐ MICROBREWERY
☐ WINERY
☐ DISTILLERY SATELLITE
☐ WINERY SATELLITE
☐ COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT

To Assist the Liquor Division with scheduling inspections:

WHEN DO YOU OPERATE?

☐ NON-OPERATIONAL/PARKED
☒ FULL TIME (e.g. Jan through Dec)
☐ SEASONAL/PART-TIME

(specify months of operation)

from _____ to _____

DAYS OF WEEK (e.g. Mon through Sat)

HOURS OF OPERATION (e.g. 10a - 2a)

_____

Minimum Purchase Requirement:

RETAIL LICENSE HOLDERS:
Have you purchased **$2,000** in spirits, wines and/or malt beverages during the previous license term? ☒ YES ☐ NO

RESTAURANT, RESORT, CLUB, COUNTY MALT, OR BAR AND GRILL LICENSE HOLDERS:
Have you purchased **$500** in spirits, wines and/or malt beverages during the previous license term? ☒ YES ☐ NO
W.S.12-4-103(c)

1. DISPENSING ROOM DESCRIPTION WITH DIMENSIONS:

(a) Give a description with dimensions of the dispensing room and state where it is located within the building (e.g. 10 x 12 room in SE corner of building). If the building is not in existence, also provide an architect's drawing or suitable plans of the room and premises to be licensed: W.S. 12-4-102(a)(i)
8' X 12' ROOM ON WEST WALL OF BLDG

(b) If **Winery** or **Microbrewery**, also list the manufacturing facility.(e.g. MFG: 10' X 12' room in SW portion of bldg.) **MFG:**

(c) Do you have an additional dispensing room? ☐ YES ☒ NO If yes, provide description and location:

(d) Provide the legal description and the zoning of the site where the applicant will conduct business:
LOT 9, BLOCK 29, ORIGINAL TOWN

2. Have there been any changes in the physical location of the dispensing room since the last application was filed?
☐ YES If YES, please submit a drawing of the new dispensing room.
☒ NO

(a) Do you anticipate any changes in the next twelve (12) months?
☐ YES If YES, please submit a drawing of the new dispensing room.
☒ NO

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

(1) **OWN** the building in which sales room is located? ☐ YES (own)
(2) **LEASE** the building in which sales room is located? ☒ YES (lease)
(A) **DATE** lease expires 12/31/18 located on page 4 paragraph 1 of lease document.
(B) Provision for **SALE** of alcoholic or malt beverages located on page 4 paragraph 3 of lease.

NOTE: Please submit a copy of the lease with the application. W.S. 12-2-103(a)(iii) requires the lease be valid THROUGH the TERM OF THE LICENSE and MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.

4. Restaurant and Bar and Grill Liquor License Holders Only:

(a) Gross sales figures and percentages of income derived from: W.S.12-4-408(b) (Line 1 + Line 2 must = Line 3)

(Line 1) Liquor Sales: $ 155909.55 (20.35 %)
(Line 2) Food Sales: $ 610,230.88 (79.65 %)
(Line 3) Gross Sales: $ 766140.43 (100 %)

(b) Did you attach a copy of your valid food service permit to this application. W.S.12-4-407(a), W.S.12-4-413(a) ☒ YES ☐ NO

5. Microbrewery License Holders Only:

(a) Did you produce over 50 barrels (1,550 gallons) but less than 50,000 barrels (1,550,000 gallons) during the previous license term? W.S.12-1-101(a)(xix) ☐ YES ☐ NO

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

(c) Do you distribute your own products through an existing malt beverage wholesaler? W.S. 12-2-201(g)(i) (Requires additional licensing with the Liquor Division) ☐ YES ☐ NO

6. Social Club License Holders Only:

(a) Have you filed a detailed statement of your activities during the year with an itemized statement of amounts expended? W.S. 12-1-101(a)(ii)(E) ☐ YES ☐ NO

7. If the applicant is filing as an Individual or Partnership or as a Club:

Each individual or partner or officer must complete this section.

True and Correct Name	Date of Birth	*DONOT LIST PO BOXES* Residence Address No. & Street City, State & Zip	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 ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

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

8. If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership:

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 this section.

True and Correct Name	Date of Birth	*DONOT LIST PO BOXES* Residence Address No. & Street City, State & Zip	Residence Phone Number	No. of Years in Corp or LLC	% of Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Christine Linderman				8	50	YES ☐ NO ☒	YES ☐ NO ☒
George Linderman				8	50	YES ☐ NO ☒	YES ☐ NO ☒
						YES ☐ NO ☐	YES ☐ NO ☐

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

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 *)*

Before Me, Anne L. Clark *, (specify)*
(Printed name of Notary or other officer authorized to administer oaths)

a Notary Public, Officer authorized to administer oaths in and for Park *County, State of Wyoming, personally appeared* George & Christine Linderman *name he/she being first duly sworn*
(Insert Names)
upon his oath, says that the facts alleged in the foregoing instrument are true.

ANNE L. CLARK NOTARY PUBLIC COUNTY OF PARK STATE OF WYOMING MY COMMISSION EXPIRES JUNE 23, 2018

(Seal)

1. George Linderman
2. Christi J. Linderman
3.
4.

My Commission expires: June 23, 2018

Witness my hand and official seal:

Anne L. Clark
(Notary Public or other officer authorized to administer oaths)

Title Lead Teller

Dated: 04 / 25 / 2017

FOR LIQUOR DIVISION USE ONLY		
Reviewer	Initials	Date
Agent:		
Chief:		
Acct.:		

Issued by:

WYOMING DEPARTMENT OF AGRICULTURE
CONSUMER HEALTH SERVICES
2219 CAREY AVE
CHEYENNE, WY 82002

EQUAL OPPORTUNITY IN EMPLOYMENT AND SERVICES

Retail Food

ACCOUNT # 4102

Whereas this party has made application for the licenses listed below in the State of Wyoming according to the law and agrees to comply with all laws, rules and regulations thereto, including the payment of all required fees, there is hereby issued to the applicant this license. This license is not transferable and, unless revoked, shall expire on the date indicated below.

Issued to:

ADRIANO'S ITALIAN RESTAURANT
1244 SHERIDAN AVE
CODY, WY 82414

CJV, INC
PO BOX 2545
CODY, WY 82414

EXPIRATION DATE:
3/24/2018

Dwayne L. Mizenmont

A LEASE AGREEMENT BETWEEN LESSOR AND LESSEE(S), 2 or more pages as needed

LESSOR--Keith J. NeVille II, 1225 Meadow Lane Court, Cody, WY 82414, 307-587-5941
e-mail—firstchoicewy@bresnan.net--lease payments and correspondence are handled at this
address or any future address given by Lessor--during normal business hours, Mon-Fri, 8-5,
unless you have an emergency. If a weekend is ever involved in lease dates, the following workday becomes the final day for utility readings and return of keys.

Date of Lease 5/01/2010
Location of property 1244 Sheridan Ave, Cody Wyoming

LESSEE(S) CJV,Inc. filing # 2010-000581904

Address 1244 Sheridan Ave. Cody, Wyoming SSN 516-64-5610

Phone 527-7320 Cell 307-710-6193 E-mail jaylinderman53@aol.com

References of
Lessee_____

Name of
business Adriano's Italian Restaurant Phone 307-527-7320

Possession
date 5-15-2010 pending approval of liquor license transfer

Lease amount is scheduled as follows:
May 1st 2010 to March 31st 2011 monthly rent is $1900.00 plus $135.00 taxes=$2,035.00.
April 1st 2011 to March 31st 2012 monthly rent is $2000.00
April 1st 2012 to March 31st 2013 monthly rent is $2100.00
April 1st 2013 to March 31st 2014 monthly rent is $2200.00
April 1st 2014 to March 31st 2015 monthly rent is $2300.00
This 5 year lease is one month short because of the proposed "take-over" date by Lessee. This is
being done by mail, with lease being signed (deposit included) and returned to Lessor.

The taxes for 2010 are shown above and will be included with monthly rent deposits. Future taxes will
be assessed at each year's rent change, or by March 31st.

Tenant (Lessee) is responsible for taxes (paid monthly) and all insurance on building, contents, and
liability on customers and employees. Proof of this insurance is to be provided annually to Lessor.

Lessor would like Lessee to make rent payments to Wells Fargo Bank acct. no. 3495405213

The deposit $2,000.00 is being held by Lessor to insure the Lessee(s) perform according to the lease and that the Lessee cleans, and prepares the space for the next tenant, leaving the premises in the same shape as they received it. The lessee should return all keys, utilities paid, walls repaired if there are additional holes, that lease payments were made on time, that light bulbs are replaced, that carpets are cleaned, and that signage has been removed. Lessor will inspect premises, determine condition of space, and if all agreements are met by the Lessee, and it is determined any refund of deposit is due, then within 60 days the Lessor may remit.

Ninety days prior to the end of the first 5 years of lease (or 12-31-2014) Lessee agrees to notify the Lessor of a request to extend the lease for another five years (or to 3-31-2020) If Lessee fails to notify the Lessor of this choice, and Lessor chooses to allow the extension of the lease, then lease will extend for another term equal to the original lease with a $100.00 monthly increase in the last monthly rent amount similar to what is shown on the rent chart above. Deposit cannot be used towards last month's rent or other balance due Lessor or utility companies. Refund of deposit is cost and performance based.

All lease amounts, including taxes, are due on the 1st of each month. It is the Lessee's responsibility to get the payment to the Lessor by this date. If payment is NOT received by the 1st of the month, then a $50.00 penalty is to be added to the lease amount. If the payment is NOT received by the 5th of the month, then a daily late fee of $25.00 starting from the 1st, will be assessed. Maximum interest allowed by law can be used. Any litigation concerning this lease will be handled at the Park County Courthouse, Cody, WY 82414, Lessee is responsible for all court and legal costs.

1. Area is no smoking and tobacco free. No cigarette butts, no spitting, anywhere.
2. Lessee and employees cannot park in any space a customer would park.
3. If Lessee wants a liquor license, then a "supplement" to this lease must be written.
4. No pets are allowed unless prior permission is given and written on last page.
5. Leased area is not a "child care" area. Lessee is not to house children on a regular basis.
6. Lessor is not responsible for Lessee's customers, family, friends, vehicles, possessions, inventory, or fixtures. No overnight stays are permitted on the premises.
7. Lessee is to provide a safe and respectable environment for all people involved.
8. Lessee is to respect neighbors and their space in regards to parking, sidewalks, etc.
9. Lessor has the right to inspect the premises as Lessor sees fit.
10. Lessee is to replace furnace and a/c filters as needed, usually monthly.
11. Lessee is responsible for all heating and a/c units and their maintenance. Restaurants have special a/c and venting needs and must be furnished and maintained by Lessee.
12. Lessee is responsible for plumbing, electrical, floors, walls, ceilings, fans, switches, glass including windows, and fixtures. Lessee should insure glass windows in

building.
13. Lessee is responsible for sidewalks keeping them clear summer and winter, open or not
and lessee cannot put salt or "unsuitable" de-icer on the sidewalk that might damage it.
14. Lessee cannot alter the premises, cannot add or subtract from the lighting, plumbing, etc
without the permission of the Lessor. This would be added to another page of this lease.
15. Lessee must conform with all ordinances of city, county, and state government, including
fire retardant systems and extinguishers, back flow requirements, and health standards.
16. Lessee is to obtain insurance on contents and liability insurance covering the Lessor and
forward a copy of this insurance to the Lessor.
17. Lessee cannot close vents or otherwise obstruct the operation of heating and a/c systems.
18. Should this lease go to litigation because of non-performance by Lessee, the Lessee must
pay all legal expenses allowed by law. This includes collection and court costs. Lessee
is liable for the "value or balance" of this lease should Lessee become non-performing.
19. Lessee cannot have meters read/transferred without Lessor's knowledge and permission.
20. Lessee cannot sublease, or allow another business to operate on the premises unless the
Lessor has knowledge of this and any costs are satisfied. Lease is NOT transferable.
21 Lessee cannot change the "usage" of the premises without permission from the Lessor.
22. Lessor has the right to show premises and put up "for rent" signage should it be determined
that Lessee is not renewing lease or is being removed from the premises. If it is determined that
the Lessee has abandoned the property, Lessor can enter, remove and or dispose of Lessee's
property as Lessor sees fit. There would be no recourse against the Lessor concerning this matter.
23. Any improvements that lessee makes, that are attached to the premises in any way, become
the property of the Lessor and cannot be removed unless prior arrangements have been made.
This includes equipment used by Lessor, stoves, sinks or anything attached by plumbing.

Should the property become "unusable", by Lessee due to fire, damage by acts of God, or another
type of serious loss to property, then Lessor may terminate this lease and forward notice to Lessee.
No further liability on Lessor's part is understood. If the building is determined to be unusable, then
there is no further need for this lease. Unusable would be defined by the City of Cody.

KEITH J. NEVILLE II, 1225 Meadow Lane Court, Cody, WY 82414 307-587-5941
firstchoicewy@tctwest.net

After meeting with the Lindermans on May 5th, at 10:12AM, we came to the following agreement, which will become a part of the original lease dated May 1, 2010 and signed by both parties on March 24, 2010. This agreement will renew the lease for a period of three years beginning 4-1-2015 to 3-31-2018 at a rate of $2400.00 per month plus taxes which at this time are approximately $145.00 per month for a total of $2545.00. Tax amount could change. The lease then has a possible renewal of two more years from 4-1-2018 to 3-31-2020 at a rate of $2500.00, plus current taxes, which right now are $145.00 for a possible total of $2645.00 monthly and this renewal will automatically happen if Lessor is not contacted by 12-31-2018 to cancel the final two years. Any subsequent lease must be renegotiated by both parties, 90 days prior to the expiration of the lease which is January 1st, 2020. Lessor and representative has the right to show the property to a potential buyer, but any buyer must agree to honor this lease and this lease agreement.

This freeze of rent increase was requested and agreed to by both parties. The current rent to 3-31-2015 is $2,435.00 monthly which includes the taxes.

The Lessor agrees that the tenants (Lessees) may utilize a liquor license issued by a government agency. All laws must be met by the Lessees during this period of the lease.

Lessees agree they have a copy of this lease signed by all parties and guarantee its validity.

Any further information _____

LESSOR _____ DATED 5-5-14

LESSEE _____ DATED 5/5/14

LESSEE _____ DATED 5/5/14

License# 079

RENEWAL OF LIQUOR LICENSE OR PERMIT APPLICATION

To be completed by the City, Town or County Clerk:

Date Filed With Clerk: 5 / 1 / 17

	Annual Fee	Prorated Fee
Basic Fee:	$ 1500.00	$.
Add'l Dispensing Room Fee:	$.	$.
Transfer Fee:	$.	
Total License Fee Collected	$.	$.
Publishing Fee Collected:	$ 21.00	
Publishing Direct Billed:	☐	

Advertising Dates (2 wks): 6/6/17 & 6/13/17

Hearing Date: 6/20/2017

LICENSE TERM: 08/01/2017

Through: 07/31/2018

A copy must be immediately forwarded to:
State of Wyoming Liquor Division
6601 Campstool Rd.
Cheyenne WY 82002-0110

Applicant: DIEHL ENTERPRISES INC

Trade Name (dba): CHAMBERLIN INN

Premise Address: 1032 12TH STREET
Number & Street

CODY, WY 82414 PARK
City State Zip County

Mailing Address: PO BOX 1598
Number & Street or P.O. Box

CODY, WY 82414
City State Zip

Business Telephone Number: (307) 587-0202
Fax Number: (307) 587-3048
E-Mail Address: ev@chamberlininn.com

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.**

BAR (FULL RETAIL)

FILING IN

☒ CITY (TOWN) OF CODY

FILING AS (CHOOSE ONLY ONE)

☐ INDIVIDUAL ☐ LLC
☐ PARTNERSHIP ☐ LLP
☒ CORPORATION
☐ LTD PARTNERSHIP
☐ ASSOCIATION
☐ ORGANIZATION

TYPE OF LICENSE OR PERMIT
(CHOOSE ONLY ONE)

RETAIL LIQUOR LICENSE
- ☒ ON-PREMISE ONLY (BAR)
- ☐ OFF-PREMISE ONLY (PACKAGE STORE)
- ☐ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)

☐ RESTAURANT LIQUOR LICENSE
☐ RESORT LIQUOR LICENSE
☐ BAR AND GRILL
LIMITED RETAIL (CLUB)
- ☐ FRATERNAL CLUB
- ☐ VETERANS CLUB
- ☐ SOCIAL CLUB
- ☐ GOLF CLUB

☐ MICROBREWERY
☐ WINERY
☐ DISTILLERY SATELLITE
☐ WINERY SATELLITE
☐ COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT

To Assist the Liquor Division with scheduling inspections:

WHEN DO YOU OPERATE?

☐ NON-OPERATIONAL/PARKED
☒ FULL TIME (e.g. Jan through Dec)
☐ SEASONAL/PART-TIME

(specify months of operation)

from _____ to _____

DAYS OF WEEK (e.g. Mon through Sat)
7 DAYS

HOURS OF OPERATION (e.g. 10a - 2a)
2P-10P

Minimum Purchase Requirement:

RETAIL LICENSE HOLDERS:
Have you purchased **$2,000** in spirits, wines and/or malt beverages during the previous license term? ☒ YES ☐ NO

RESTAURANT, RESORT, CLUB, COUNTY MALT, OR BAR AND GRILL LICENSE HOLDERS:
Have you purchased **$500** in spirits, wines and/or malt beverages during the previous license term? ☐ YES ☐ NO
W.S.12-4-103(c)

1. DISPENSING ROOM DESCRIPTION WITH DIMENSIONS:

(a) Give a description with dimensions of the dispensing room and state where it is located within the building (e.g. 10 x 12 room in SE corner of building). If the building is not in existence, also provide an architect's drawing or suitable plans of the room and premises to be licensed: W.S. 12-4-102(a)(i)
14' X 19' ROOM IN NE CORNER OF BLDG

(b) If **Winery** or **Microbrewery**, also list the manufacturing facility.(e.g. MFG: 10' X 12' room in SW portion of bldg.) **MFG:**

(c) Do you have an additional dispensing room? ☐ YES ☒ NO If yes, provide description and location:

(d) Provide the legal description and the zoning of the site where the applicant will conduct business:
LOTS 9-11, BLOCK 50

2. Have there been any changes in the physical location of the dispensing room since the last application was filed?
☐ YES If YES, please submit a drawing of the new dispensing room.
☒ NO

(a) Do you anticipate any changes in the next twelve (12) months?
☐ YES If YES, please submit a drawing of the new dispensing room.
☒ NO

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

(1) **OWN** the building in which sales room is located? ☒ YES (own)
(2) **LEASE** the building in which sales room is located? ☐ YES (lease)
(A) **DATE** lease expires _____ located on page_____paragraph_____of lease document.
(B) Provision for **SALE** of alcoholic or malt beverages located on page_____paragraph_____of lease.

NOTE: Please submit a copy of the lease with the application. W.S. 12-2-103(a)(iii) requires the lease be valid THROUGH the TERM OF THE LICENSE and MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.

4. Restaurant and Bar and Grill Liquor License Holders Only:

(a) Gross sales figures and percentages of income derived from: W.S.12-4-408(b) (Line 1 + Line 2 must = Line 3)

(Line 1) Liquor Sales: $_____(_____%)
(Line 2) Food Sales: $_____(_____%)
(Line 3) Gross Sales: $_____(_____%)

(b) Did you attach a copy of your valid food service permit to this application. W.S.12-4-407(a), W.S.12-4-413(a) ☐ YES ☐ NO

5. Microbrewery License Holders Only:

(a) Did you produce over 50 barrels (1,550 gallons) but less than 50,000 barrels (1,550,000 gallons) during the previous license term? W.S.12-1-101(a)(xix) ☐ YES ☐ NO

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

(c) Do you distribute your own products through an existing malt beverage wholesaler? W.S. 12-2-201(g)(i) (Requires additional licensing with the Liquor Division) ☐ YES ☐ NO

6. Social Club License Holders Only:

(a) Have you filed a detailed statement of your activities during the year with an itemized statement of amounts expended? W.S. 12-1-101(a)(ii)(E) ☐ YES ☐ NO

7. If the applicant is filing as an Individual or Partnership or as a Club:

Each individual or partner or officer must complete this section.

True and Correct Name	Date of Birth	***DONOT LIST PO BOXES*** Residence Address No. & Street City, State & Zip	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 ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

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

8. If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership:

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 this section.

True and Correct Name	Date of Birth	***DONOT LIST PO BOXES*** Residence Address No. & Street City, State & Zip	Residence Phone Number	No. of Years in Corp or LLC	% of Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Everett G. Diehl				11	50	YES ☐ NO ☒	YES ☐ NO ☒
Susan Diehl				11	50	YES ☐ NO ☒	YES ☐ NO ☒
						YES ☐ NO ☐	YES ☐ NO ☐

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

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 *)*

Before Me, ~~Everett G. Diehl and Susan Diehl~~ Michaela Nicola *, (specify)*
(Printed name of Notary or other officer authorized to administer oaths)

a Notary Public, Officer authorized to administer oaths in and for Park *County, State of Wyoming, personally appeared* Everett G. Diehl and Susan Diehl *name he/she being first duly sworn*
(Insert Names)
by me upon his oath, says that the facts alleged in the foregoing instrument are true.

(Seal)

M NICOLA NOTARY PUBLIC
COUNTY OF PARK STATE OF WYOMING
MY COMMISSION EXPIRES JANUARY 12, 2021

My Commission expires: January 12, 2021

Witness my hand and official seal:

MNicola MNicola
(Notary Public or other officer authorized to administer oaths)

Title Notary

Dated: 5 / 1 / 17

1. _____
2. Susan Diehl
3. _____
4. _____

FOR LIQUOR DIVISION USE ONLY		
Reviewer	Initials	Date
Agent:		
Chief:		
Acct.:		

License# 265

RENEWAL OF LIQUOR LICENSE OR PERMIT APPLICATION

To be completed by the City, Town or County Clerk:

Date Filed With Clerk: 4 / 26 / 17

	Annual Fee	Prorated Fee
Basic Fee:	$ 1500.00	$ ____
Add'l Dispensing Room Fee:	$ ____	$ ____
Transfer Fee:	$ ____	
Total License Fee Collected	$ ____	$ ____
Publishing Fee Collected:	$ 21.00	
Publishing Direct Billed:	☐	

Advertising Dates (2 wks): 6/6/17 & 6/13/17

Hearing Date: 6/20/2017

LICENSE TERM: 08/01/2017

Through: 07/31/2018

A copy must be immediately forwarded to:
State of Wyoming Liquor Division
6601 Campstool Rd.
Cheyenne WY 82002-0110

Applicant: ECHO ELELSEE LLC

Trade Name (dba): SILVER DOLLAR BAR

Premise Address: 1313 SHERIDAN AVENUE
Number & Street

CODY, WY 82414 PARK
City State Zip County

Mailing Address: 1313 SHERIDAN AVENUE
Number & Street or P.O. Box

CODY, WY 82414
City State Zip

Business Telephone Number: (307) 527-7666
Fax Number:
E-Mail Address: NACEGAIL@GMAIL.COM

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.**

BAR AND PACKAGE STORE (FULL RETAIL)

FILING IN

☒ CITY (TOWN) OF CODY

FILING AS (CHOOSE ONLY ONE)

☐ INDIVIDUAL ☒ LLC
☐ PARTNERSHIP ☐ LLP
☐ CORPORATION
☐ LTD PARTNERSHIP
☐ ASSOCIATION
☐ ORGANIZATION

TYPE OF LICENSE OR PERMIT
(CHOOSE ONLY ONE)

RETAIL LIQUOR LICENSE
- ☒ ON-PREMISE ONLY (BAR)
- ☐ OFF-PREMISE ONLY (PACKAGE STORE)
- ☐ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)

☐ RESTAURANT LIQUOR LICENSE
☐ RESORT LIQUOR LICENSE
☐ BAR AND GRILL
LIMITED RETAIL (CLUB)
- ☐ FRATERNAL CLUB
- ☐ VETERANS CLUB
- ☐ SOCIAL CLUB
- ☐ GOLF CLUB

☐ MICROBREWERY
☐ WINERY
☐ DISTILLERY SATELLITE
☐ WINERY SATELLITE
☐ COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT

To Assist the Liquor Division with scheduling inspections:

WHEN DO YOU OPERATE?

☐ NON-OPERATIONAL/PARKED
☒ FULL TIME (e.g. Jan through Dec)
☐ SEASONAL/PART-TIME

(specify months of operation)

from Jan to Dec

DAYS OF WEEK (e.g. Mon through Sat)
Mon - Sun

HOURS OF OPERATION (e.g. 10a - 2a)
10a - 2a

Minimum Purchase Requirement:

RETAIL LICENSE HOLDERS:
Have you purchased **$2,000** in spirits, wines and/or malt beverages during the previous license term? ☒ YES ☐ NO

RESTAURANT, RESORT, CLUB, COUNTY MALT, OR BAR AND GRILL LICENSE HOLDERS:
Have you purchased **$500** in spirits, wines and/or malt beverages during the previous license term? ☐ YES ☐ NO
W.S.12-4-103(c)

1. DISPENSING ROOM DESCRIPTION WITH DIMENSIONS:
   (a) Give a description with dimensions of the dispensing room and state where it is located within the building (e.g. 10 x 12 room in SE corner of building). If the building is not in existence, also provide an architect's drawing or suitable plans of the room and premises to be licensed: W.S. 12-4-102(a)(i)
   25' X 125' ROOM W END DOLLAR SIDE
   (b) If **Winery** or **Microbrewery**, also list the manufacturing facility.(e.g. MFG: 10' X 12' room in SW portion of bldg.) **MFG:**
   (c) Do you have an additional dispensing room? ☐ YES ☒ NO If yes, provide description and location:
   75' X 125' ROOM W END GARDEN SIDE
   (d) Provide the legal description and the zoning of the site where the applicant will conduct business:
   NORTH 5' OF THE S100' OF LOTS 17 & 18 AND ALL OF LOTS 19-22, BLOCK 9,ORIGINAL TOWN OF CODY
2. Have there been any changes in the physical location of the dispensing room since the last application was filed?
   ☐ YES If YES, please submit a drawing of the new dispensing room.
   ☒ NO
   (a) Do you anticipate any changes in the next twelve (12) months?
   ☐ YES If YES, please submit a drawing of the new dispensing room.
   ☒ NO
3. **BUILDING OWNERSHIP:** Does the applicant? W.S. 12-4-103 (a) (iii):
   (1) **OWN** the building in which sales room is located? ☒ YES (own)
   (2) **LEASE** the building in which sales room is located? ☐ YES (lease)
   (A) **DATE** lease expires _____ located on page_____paragraph_____of lease document.
   (B) Provision for **SALE** of alcoholic or malt beverages located on page_____paragraph_____of lease.

NOTE: Please submit a copy of the lease with the application. W.S. 12-2-103(a)(iii) requires the lease be valid THROUGH the TERM OF THE LICENSE and MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.

4. Restaurant and Bar and Grill Liquor License Holders Only:

(a) Gross sales figures and percentages of income derived from: W.S.12-4-408(b) (Line 1 + Line 2 must = Line 3)

(Line 1) Liquor Sales: $_____(_____%)
(Line 2) Food Sales: $_____(_____%)
(Line 3) Gross Sales: $_____(_____%)

(b) Did you attach a copy of your valid food service permit to this application. W.S.12-4-407(a), W.S.12-4-413(a) ☐ YES ☐ NO

5. Microbrewery License Holders Only:

(a) Did you produce over 50 barrels (1,550 gallons) but less than 50,000 barrels (1,550,000 gallons) during the previous license term? W.S.12-1-101(a)(xix) ☐ YES ☐ NO

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

(c) Do you distribute your own products through an existing malt beverage wholesaler? W.S. 12-2-201(g)(i) (Requires additional licensing with the Liquor Division) ☐ YES ☐ NO

6. Social Club License Holders Only:

(a) Have you filed a detailed statement of your activities during the year with an itemized statement of amounts expended? W.S. 12-1-101(a)(ii)(E) ☐ YES ☐ NO

7. If the applicant is filing as an Individual or Partnership or as a Club:

Each individual or partner or officer must complete this section.

True and Correct Name	Date of Birth	***DONOT LIST PO BOXES*** Residence Address No. & Street City, State & Zip	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 ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

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

8. If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership:

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 this section.

True and Correct Name	Date of Birth	***DONOT LIST PO BOXES*** Residence Address No. & Street City, State & Zip	Residence Phone Number	No. of Years in Corp or LLC	% of Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Gail M Nace				14	50%	YES ☐ NO ☒	YES ☐ NO ☒
John A Nace				14	50%	YES ☐ NO ☒	YES ☐ NO ☒
						YES ☐ NO ☐	YES ☐ NO ☐

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

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 *)*

Before Me, Barbara J Curless *, (specify)*
(Printed name of Notary or other officer authorized to administer oaths)

a Notary Public, Officer authorized to administer oaths in and for Park *County, State of Wyoming, personally appeared*
Gail M. Nace *name he/she being first duly sworn*
(Insert Names)
by me upon his oath, says that the facts alleged in the foregoing instrument are true.

(Seal)

1. _____
2. _____
3. _____
4. _____

BARBARA J. CURLESS NOTARY PUBLIC
COUNTY OF PARK STATE OF WYOMING
MY COMMISSION EXPIRES NOVEMBER 5, 2017

My Commission expires: 11/5/2017

Witness my hand and official seal:

Barbara J Curless
(Notary Public or other officer authorized to administer oaths)

Title Court Clerk

Dated: 04 / 26 / 2017

FOR LIQUOR DIVISION USE ONLY		
Reviewer	Initials	Date
Agent:		
Chief:		
Acct.:		

Outdoor Serving Area Renewal/Request

Per state statute 12-5-201 (a), "Alcoholic beverages secured in the licensed room by a server may be served only in the building in which the licensed room is located an in an immediately adjacent fenced or enclosed area as approved by the local licensing authority."

If you currently have an outdoor serving area or would like to request approval of a new outdoor serving area, please complete the following:

Applicant Name: _____

✓ Please renew our outdoor serving area.

_____ I am requesting approval of a new outdoor serving area (not previously approved).

If requesting approval of a new area, or if you have made changes to the current area, please provide a detailed drawing:

EXTENSION TO LEASE AGREEMENT

Lease Extension Agreement between SILVER DOLLAR BAR, LLC, a Wyoming Limited Liability Company ("LESSOR") and ECHO ELELSEE, LLC, a Wyoming Limited Liability Company ("LESSEE").

1. This Agreement is to extend the original Lease Agreement dated December 23, 2003. The extension shall terminate December 31, 2017.

2. The rent payment shall be Three Thousand Six Hundred Fifty Dollars ($3,650.00) per month. The Lease shall terminate for non-payment thirty (30) days after due date.

3. LESSEE and LESSOR shall continue to have first rights of refusals, respectively.

4. This executed Lease Extension Agreement shall enforce any and all provisions of the original agreement dated December 23, 2003.

5. The property taxes for 2009 are partially in arrears in the amount of Three Thousand Seventy-three and 19/100ths Dollars ($3,073.19). Property taxes for: 2010 in the amount of Four Thousand Three Hundred Ninety-two and 20/100ths Dollars ($4,392.20), for 2011 in the amount of Four Thousand Four Hundred Forty and 35/100ths Dollars ($4,440.35), for 2012 in the amount of Four Thousand Four Hundred Eighty-nine and 70/100ths Dollars ($4,489.70), for 2013 in the amount of Four Thousand Four Hundred Eighty-four and 92/100ths Dollars ($4,484.92), for 2014 in the amount of Four Thousand Four Hundred eighty-three and 70/100ths Dollars ($4,483.70), for 2015 in the amount of Four Thousand Four Hundred Sixty-one and 79/100ths Dollars ($4,461.79), for 2016 in the amount of Four Thousand Three Hundred Thirty-two and 08/100ths Dollars ($4,332.08), are also in arrears. Lease shall become null and void unless all property taxes are current by December 1, 2017.

LESSOR:

SILVER DOLLAR BAR, LLC

By _____
John C. Darby

Dated: April _____, 2017

LESSEE:

ECHO ELELSEE, LLC

By _____, Its _____

Date: April 30, 2017

RENEWAL OF LIQUOR LICENSE OR PERMIT APPLICATION

To be completed by the City, Town or County Clerk:

Date Filed With Clerk: 4 / 25 / 17

	Annual Fee	Prorated Fee
Basic Fee:	$ 600.00	$.
Add'l Dispensing Room Fee:	$.	$.
Transfer Fee:	$.	
Total License Fee Collected	$.	$.
Publishing Fee Collected:	$ 21.00	
Publishing Direct Billed:	☐	

Advertising Dates (2 wks): 6/6/17 & 6/13/17

Hearing Date: 6/20/2017

LICENSE TERM: 08/01/2017

Through: 07/31/2018

A copy must be immediately forwarded to:
State of Wyoming Liquor Division
6601 Campstool Rd.
Cheyenne WY 82002-0110

Applicant: ELKS BPO 1611

Trade Name (dba): CODY ELKS CLUB

Premise Address: 1202 BECK AVENUE
Number & Street

CODY, WY 82414 PARK
City State Zip County

Mailing Address: 1202 BECK AVENUE
Number & Street or P.O. Box

CODY, WY 82414
City State Zip

Business Telephone Number: (307) 587-2533
Fax Number: (307) 587-2533
E-Mail Address: codyelks@tctwest.net

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.**

CLUB LIMITED RETAIL

FILING IN

☒ CITY (TOWN) OF CODY

FILING AS (CHOOSE ONLY ONE)

☐ INDIVIDUAL ☐ LLC
☐ PARTNERSHIP ☐ LLP
☐ CORPORATION
☐ LTD PARTNERSHIP
☐ ASSOCIATION
☒ ORGANIZATION

TYPE OF LICENSE OR PERMIT
(CHOOSE ONLY ONE)

RETAIL LIQUOR LICENSE
- ☐ ON-PREMISE ONLY (BAR)
- ☐ OFF-PREMISE ONLY (PACKAGE STORE)
- ☐ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)

☐ RESTAURANT LIQUOR LICENSE
☐ RESORT LIQUOR LICENSE
☐ BAR AND GRILL
LIMITED RETAIL (CLUB)
- ☒ FRATERNAL CLUB
- ☐ VETERANS CLUB
- ☐ SOCIAL CLUB
- ☐ GOLF CLUB

☐ MICROBREWERY
☐ WINERY
☐ DISTILLERY SATELLITE
☐ WINERY SATELLITE
☐ COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT

To Assist the Liquor Division with scheduling inspections:

WHEN DO YOU OPERATE?

☐ NON-OPERATIONAL/PARKED
☒ FULL TIME (e.g. Jan through Dec)
☐ SEASONAL/PART-TIME

(specify months of operation)

from JAN. 1 to DEC. 31

DAYS OF WEEK (e.g. Mon through Sat)
Mon Through Sun

HOURS OF OPERATION (e.g. 10a - 2a)
Mon - Sun 11:00 AM - 1:30 AM

Minimum Purchase Requirement:

RETAIL LICENSE HOLDERS:
Have you purchased **$2,000** in spirits, wines and/or malt beverages during the previous license term? ☒ YES ☐ NO

RESTAURANT, RESORT, CLUB, COUNTY MALT, OR BAR AND GRILL LICENSE HOLDERS:
Have you purchased **$500** in spirits, wines and/or malt beverages during the previous license term? ☒ YES ☐ NO
W.S.12-4-103(c)

1. DISPENSING ROOM DESCRIPTION WITH DIMENSIONS:

(a) Give a description with dimensions of the dispensing room and state where it is located within the building (e.g. 10 x 12 room in SE corner of building). If the building is not in existence, also provide an architect's drawing or suitable plans of the room and premises to be licensed: W.S. 12-4-102(a)(i)
45' X 50' ROOM IN S CENTER 1ST FLOOR OF BLDG

(b) If **Winery** or **Microbrewery**, also list the manufacturing facility.(e.g. MFG: 10' X 12' room in SW portion of bldg.) **MFG:**

(c) Do you have an additional dispensing room? ☒ YES ☐ NO If yes, provide description and location:
35' X 40' ROOM IN S CENTER OF BASEMENT

(d) Provide the legal description and the zoning of the site where the applicant will conduct business:
LOTS 7 & 8, BLOCK 28, CITY OF CODY

2. Have there been any changes in the physical location of the dispensing room since the last application was filed?
☐ YES If YES, please submit a drawing of the new dispensing room.
☒ NO

(a) Do you anticipate any changes in the next twelve (12) months?
☐ YES If YES, please submit a drawing of the new dispensing room.
☒ NO

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

(1) **OWN** the building in which sales room is located? ☒ YES (own)
(2) **LEASE** the building in which sales room is located? ☐ YES (lease)
(A) **DATE** lease expires - NA - located on page NA paragraph NA of lease document.
(B) Provision for **SALE** of alcoholic or malt beverages located on page NA paragraph NA of lease.

NOTE: Please submit a copy of the lease with the application. W.S. 12-2-103(a)(iii) requires the lease be valid THROUGH the TERM OF THE LICENSE and MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.

4. Restaurant and Bar and Grill Liquor License Holders Only:

(a) Gross sales figures and percentages of income derived from: W.S.12-4-408(b) (Line 1 + Line 2 must = Line 3)

(Line 1) Liquor Sales: $_____(_____%)
(Line 2) Food Sales: $_____(_____%)
(Line 3) Gross Sales: $_____(_____%)

(b) Did you attach a copy of your valid food service permit to this application. W.S.12-4-407(a), W.S.12-4-413(a) ☐ YES ☐ NO

5. Microbrewery License Holders Only:

(a) Did you produce over 50 barrels (1,550 gallons) but less than 50,000 barrels (1,550,000 gallons) during the previous license term? W.S.12-1-101(a)(xix) ☐ YES ☐ NO

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

(c) Do you distribute your own products through an existing malt beverage wholesaler? W.S. 12-2-201(g)(i) (Requires additional licensing with the Liquor Division) ☐ YES ☐ NO

6. Social Club License Holders Only:

(a) Have you filed a detailed statement of your activities during the year with an itemized statement of amounts expended? W.S. 12-1-101(a)(ii)(E) ☐ YES ☐ NO

7. If the applicant is filing as an Individual or Partnership or as a Club:

Each individual or partner or officer must complete this section.

True and Correct Name	Date of Birth	*DONOT LIST PO BOXES* Residence Address No. & Street City, State & Zip	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 ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

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

8. If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership:

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 this section.

True and Correct Name	Date of Birth	*DONOT LIST PO BOXES* Residence Address No. & Street City, State & Zip	Residence Phone Number	No. of Years in Corp or LLC	% of Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Jerry Fritz				18	NA	YES ☐ NO ☒	YES ☐ NO ☒
Dorothy DeBerg				10	NA	YES ☐ NO ☒	YES ☐ NO ☒
Laura Laughlin				6	NA	YES ☐ NO ☒	YES ☐ NO ☒

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

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 *)*

Before Me, R.L. Senitte *, (specify)*
(Printed name of Notary or other officer authorized to administer oaths)

a Notary Public, Officer authorized to administer oaths in and for Park *County, State of Wyoming, personally appeared* Jerry Fritz, Dorothy J. De Berg, Laura V. Laughlin *name he/she being first duly sworn*
(Insert Names)
by me upon his oath, says that the facts alleged in the foregoing instrument are true.

(Seal)

R. L. SENITTE
COUNTY OF PARK
STATE OF WYOMING
MY COMMISSION EXPIRES APRIL 8, 2020

1. [signature]
2. [signature]
3. [signature]
4. _____

My Commission expires: 4/8/2020

Witness my hand and official seal:

R.L. Senitte
(Notary Public or other officer authorized to administer oaths)

Title Notary Public

Dated: 04 / 24 / 2017

FOR LIQUOR DIVISION USE ONLY		
Reviewer	Initials	Date
Agent:		
Chief:		
Acct.:		

RENEWAL OF LIQUOR LICENSE OR PERMIT APPLICATION

To be completed by the City, Town or County Clerk:

Date Filed With Clerk: 5 / 1 / 17

	Annual Fee	Prorated Fee
Basic Fee:	$ 600.00	$ ____
Add'l Dispensing Room Fee:	$ ____	$ ____
Transfer Fee:	$ ____	
Total License Fee Collected	$ ____	$ ____
Publishing Fee Collected:	$ 21.00	
Publishing Direct Billed:	☐	

Advertising Dates (2 wks): 6/6/17 & 6/13/17

Hearing Date: 6/20/2017

LICENSE TERM: 08/01/2017

Through: 07/31/2018

A copy must be immediately forwarded to:
State of Wyoming Liquor Division
6601 Campstool Rd.
Cheyenne WY 82002-0110

Applicant: FRATERNAL ORDER OF EAGLES AERIE #818

Trade Name (dba): FRATERNAL ORDER OF EAGLES

Premise Address: 1001 13TH STREET
Number & Street

CODY, WY 82414 PARK
City State Zip County

Mailing Address: PO BOX 667
Number & Street or P.O. Box

CODY, WY 82414
City State Zip

Business Telephone Number: (307) 587-4573
Fax Number: (307) 527-6168
E-Mail Address: FOECody818@bresnan.net

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.**

CLUB LIMITED RETAIL

FILING IN

☒ CITY (TOWN) OF CODY

FILING AS (CHOOSE ONLY ONE)

☐ INDIVIDUAL ☐ LLC
☐ PARTNERSHIP ☐ LLP
☐ CORPORATION
☐ LTD PARTNERSHIP
☐ ASSOCIATION
☒ ORGANIZATION

TYPE OF LICENSE OR PERMIT
(CHOOSE ONLY ONE)

RETAIL LIQUOR LICENSE
- ☐ ON-PREMISE ONLY (BAR)
- ☐ OFF-PREMISE ONLY (PACKAGE STORE)
- ☐ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)

☐ RESTAURANT LIQUOR LICENSE
☐ RESORT LIQUOR LICENSE
☐ BAR AND GRILL
LIMITED RETAIL (CLUB)
- ☒ FRATERNAL CLUB
- ☐ VETERANS CLUB
- ☐ SOCIAL CLUB
- ☐ GOLF CLUB

☐ MICROBREWERY
☐ WINERY
☐ DISTILLERY SATELLITE
☐ WINERY SATELLITE
☐ COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT

To Assist the Liquor Division with scheduling inspections:

WHEN DO YOU OPERATE?

☐ NON-OPERATIONAL/PARKED
☒ FULL TIME (e.g. Jan through Dec)
☐ SEASONAL/PART-TIME

(specify months of operation)

from _____ to _____

DAYS OF WEEK (e.g. Mon through Sat)

HOURS OF OPERATION (e.g. 10a - 2a)

_____

Minimum Purchase Requirement:

RETAIL LICENSE HOLDERS:
Have you purchased **$2,000** in spirits, wines and/or malt beverages during the previous license term? YES ☐ NO

RESTAURANT, RESORT, CLUB, COUNTY MALT, OR BAR AND GRILL LICENSE HOLDERS:
Have you purchased **$500** in spirits, wines and/or malt beverages during the previous license term? ☒ YES ☐ NO
W.S.12-4-103(c)

1. DISPENSING ROOM DESCRIPTION WITH DIMENSIONS:

(a) Give a description with dimensions of the dispensing room and state where it is located within the building (e.g. 10 x 12 room in SE corner of building). If the building is not in existence, also provide an architect's drawing or suitable plans of the room and premises to be licensed: W.S. 12-4-102(a)(i)
30' X 30' ROOM IN SE CORNER OF BLDG

(b) If **Winery** or **Microbrewery**, also list the manufacturing facility.(e.g. MFG: 10' X 12' room in SW portion of bldg.) **MFG:**

(c) Do you have an additional dispensing room? ☒ YES ___ NO If yes, provide description and location:
30' X 30' ROOM IN SE CORNER OF BASEMENT

(d) Provide the legal description and the zoning of the site where the applicant will conduct business:
LOTS 1-3, BLOCK 50, ORIGINAL TOWN

2. Have there been any changes in the physical location of the dispensing room since the last application was filed?
☐ YES If YES, please submit a drawing of the new dispensing room.
☒ NO

(a) Do you anticipate any changes in the next twelve (12) months?
☐ YES If YES, please submit a drawing of the new dispensing room.
☒ NO

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

(1) **OWN** the building in which sales room is located? ☒ YES (own)
(2) **LEASE** the building in which sales room is located? ☐ YES (lease)
(A) **DATE** lease expires _____ located on page_____paragraph_____of lease document.
(B) Provision for **SALE** of alcoholic or malt beverages located on page_____paragraph_____of lease.

NOTE: Please submit a copy of the lease with the application. W.S. 12-2-103(a)(iii) requires the lease be valid THROUGH the TERM OF THE LICENSE and MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.

4. Restaurant and Bar and Grill Liquor License Holders Only:

(a) Gross sales figures and percentages of income derived from: W.S.12-4-408(b) (Line 1 + Line 2 must = Line 3)

(Line 1) Liquor Sales: $_____(_____%)
(Line 2) Food Sales: $_____(_____%)
(Line 3) Gross Sales: $_____(_____%)

(b) Did you attach a copy of your valid food service permit to this application. W.S.12-4-407(a), W.S.12-4-413(a) ☐ YES ☐ NO

5. Microbrewery License Holders Only:

(a) Did you produce over 50 barrels (1,550 gallons) but less than 50,000 barrels (1,550,000 gallons) during the previous license term? W.S.12-1-101(a)(xix) ☐ YES ☐ NO

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

(c) Do you distribute your own products through an existing malt beverage wholesaler? W.S. 12-2-201(g)(i) (Requires additional licensing with the Liquor Division) ☐ YES ☐ NO

6. Social Club License Holders Only:

(a) Have you filed a detailed statement of your activities during the year with an itemized statement of amounts expended? W.S. 12-1-101(a)(ii)(E) ☐ YES ☐ NO

7. If the applicant is filing as an Individual or Partnership or as a Club:

Each individual or partner or officer must complete this section.

True and Correct Name	Date of Birth	*DONOT LIST PO BOXES* Residence Address No. & Street City, State & Zip	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?
CLIFTON HALES				YES ☒ '2 NO ☐	YES ☐ NO ☒	YES ☐ NO ☒
Douglas Jones				YES ☒ '7 NO ☐	YES ☐ NO ☒	YES ☐ NO ☒
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

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

8. If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership:

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 this section.

True and Correct Name	Date of Birth	*DONOT LIST PO BOXES* Residence Address No. & Street City, State & Zip	Residence Phone Number	No. of Years in Corp or LLC	% of Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐

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

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)
COUNTY OF Park *SS.*

Before Me, Rebecca Slomski, *(specify)*
(Printed name of Notary or other officer authorized to administer oaths)

a Notary Public, Officer authorized to administer oaths in and for Park *County, State of Wyoming, personally appeared* Clifton Hales and Douglas Jones *(Insert Names) name he/she being first duly sworn by me upon his oath, says that the facts alleged in the foregoing instrument are true.*

(Seal) REBECCA SLOMSKI NOTARY PUBLIC COUNTY OF PARK STATE OF WYOMING MY COMMISSION EXPIRES OCTOBER 17, 2019

1. [signature]
2. [signature]
3. _____
4. _____

My Commission expires: Oct. 17, 2019

Witness my hand and official seal:

Rebecca Slomski
(Notary Public or other officer authorized to administer oaths)

Title Notary Public

Dated: 04 / 30 / 17

FOR LIQUOR DIVISION USE ONLY		
Reviewer	Initials	Date
Agent:		
Chief:		
Acct.:		

EAGLE OFFICER INFORMATION 2017

TITLE	NAME	ADDRESS	CITY	ST	ZIP	BIRTHDATE	PHONE	RESIDENT FOR 1 YEAR+	CONVICTED OF A FELONY VIOLATION	CONVICTED OF A VIOLATION RELATING TO ALCOHOLIC LIQUOR OR MALT BEVERAGES
PRESIDENT	ROBERT SWANSON							Y	N	Y
SECRETARY	ART GUNDERSON							Y	N	N
TREASURE	MARSHALL WILLIAMS							Y	N	N
TRUSTEE	CLIFTON HALES							Y	N	N
TRUSTEE	DOUGLAS JONES							Y	N	N

WLD-28 (1/16) License# 421

RENEWAL OF LIQUOR LICENSE OR PERMIT APPLICATION

To be completed by the City, Town or County Clerk:

Date Filed With Clerk: 4 / 28 / 17

	Annual Fee	Prorated Fee
Basic Fee:	$ 1000.00	$ ____
Add'l Dispensing Room Fee:	$ ____	$ ____
Transfer Fee:	$ ____	
Total License Fee Collected	$ ____	$ ____
Publishing Fee Collected:	$ 21.00	
Publishing Direct Billed:	☐	

Advertising Dates (2 wks): 6/6/17 & 6/13/17

Hearing Date: 6/20/2017

LICENSE TERM: 08/01/2017

Through: 07/31/2018

A copy must be immediately forwarded to:
State of Wyoming Liquor Division
6601 Campstool Rd.
Cheyenne WY 82002-0110

Applicant: FRED T MAC LLC

Trade Name (dba): CODY CATTLE COMPANY

Premise Address: 1910 DEMARIS STREET
Number & Street

CODY, WY 82414 PARK
City State Zip County

Mailing Address: 3324 PINE HILL TRAIL
Number & Street or P.O. Box

PALM BEACH GARDENS, FL 33418
City State Zip

Business Telephone Number: (307) 272-5770
Fax Number: (307) 587-6704
E-Mail Address: WYOBILL@tritel.net, Anita@TheCodyCattleCompany

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.**

RESTAURANT

FILING IN

☒ CITY (TOWN) OF CODY

FILING AS (CHOOSE ONLY ONE)

☐ INDIVIDUAL ☒ LLC
☐ PARTNERSHIP ☐ LLP
☐ CORPORATION
☐ LTD PARTNERSHIP
☐ ASSOCIATION
☐ ORGANIZATION

TYPE OF LICENSE OR PERMIT
(CHOOSE ONLY ONE)

RETAIL LIQUOR LICENSE
- ☐ ON-PREMISE ONLY (BAR)
- ☐ OFF-PREMISE ONLY (PACKAGE STORE)
- ☐ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)

☒ RESTAURANT LIQUOR LICENSE
☐ RESORT LIQUOR LICENSE
☐ BAR AND GRILL
LIMITED RETAIL (CLUB)
- ☐ FRATERNAL CLUB
- ☐ VETERANS CLUB
- ☐ SOCIAL CLUB
- ☐ GOLF CLUB

☐ MICROBREWERY
☐ WINERY
☐ DISTILLERY SATELLITE
☐ WINERY SATELLITE
☐ COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT

To Assist the Liquor Division with scheduling inspections:

WHEN DO YOU OPERATE?

☐ NON-OPERATIONAL/PARKED
☐ FULL TIME (e.g. Jan through Dec)
☒ SEASONAL/PART-TIME

(specify months of operation)
from June to Sept

DAYS OF WEEK (e.g. Mon through Sat)
Mon - Sun

HOURS OF OPERATION (e.g. 10a - 2a)
5pm - 8pm

Minimum Purchase Requirement:

RETAIL LICENSE HOLDERS:
Have you purchased **$2,000** in spirits, wines and/or malt beverages during the previous license term? ☐ YES ☐ NO

RESTAURANT, RESORT, CLUB, COUNTY MALT, OR BAR AND GRILL LICENSE HOLDERS:
Have you purchased **$500** in spirits, wines and/or malt beverages during the previous license term? ☒ YES ☐ NO
W.S.12-4-103(c)

1. DISPENSING ROOM DESCRIPTION WITH DIMENSIONS:
   (a) Give a description with dimensions of the dispensing room and state where it is located within the building (e.g. 10 x 12 room in SE corner of building). If the building is not in existence, also provide an architect's drawing or suitable plans of the room and premises to be licensed: W.S. 12-4-102(a)(i)
   clarifying SE. **10' X 12' ROOM IN SOUTH HALF OF BLDG** → 10' x 12' Room in South "East" Half of Bldg
   (b) If **Winery** or **Microbrewery**, also list the manufacturing facility.(e.g. MFG: 10' X 12' room in SW portion of bldg.) **MFG:**
   (c) Do you have an additional dispensing room? ☐ YES ☒ NO If yes, provide description and location:
   (d) Provide the legal description and the zoning of the site where the applicant will conduct business:
   LOT 9A DEMARIS SUBDIVISION
2. Have there been any changes in the physical location of the dispensing room since the last application was filed?
   ☐ YES If YES, please submit a drawing of the new dispensing room.
   ☒ NO
   (a) Do you anticipate any changes in the next twelve (12) months?
   ☐ YES If YES, please submit a drawing of the new dispensing room.
   ☐ NO
3. **BUILDING OWNERSHIP:** Does the applicant? W.S. 12-4-103 (a) (iii):
   (1) **OWN** the building in which sales room is located? ☒ YES (own)
   (2) **LEASE** the building in which sales room is located? ☐ YES (lease)
   (A) **DATE** lease expires _____ located on page_____paragraph_____of lease document.
   (B) Provision for **SALE** of alcoholic or malt beverages located on page_____paragraph_____of lease.

NOTE: Please submit a copy of the lease with the application. W.S. 12-2-103(a)(iii) requires the lease be valid THROUGH the TERM OF THE LICENSE and MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.

4. Restaurant and Bar and Grill Liquor License Holders Only:

(a) Gross sales figures and percentages of income derived from: W.S.12-4-408(b) (Line 1 + Line 2 must = Line 3)

(Line 1) Liquor Sales: $ 22,453 (4.9 %)
(Line 2) Food Sales: $ 438,622 (95.1 %)
(Line 3) Gross Sales: $ 461,075 = (100 %)

(b) Did you attach a copy of your valid food service permit to this application. W.S.12-4-407(a), W.S.12-4-413(a) ☐ YES ☐ NO

5. Microbrewery License Holders Only:

(a) Did you produce over 50 barrels (1,550 gallons) but less than 50,000 barrels (1,550,000 gallons) during the previous license term? W.S.12-1-101(a)(xix) ☐ YES ☐ NO

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

(c) Do you distribute your own products through an existing malt beverage wholesaler? W.S. 12-2-201(g)(i) (Requires additional licensing with the Liquor Division) ☐ YES ☐ NO

6. Social Club License Holders Only:

(a) Have you filed a detailed statement of your activities during the year with an itemized statement of amounts expended? W.S. 12-1-101(a)(ii)(E) ☐ YES ☐ NO

7. If the applicant is filing as an Individual or Partnership or as a Club:

Each individual or partner or officer must complete this section.

True and Correct Name	Date of Birth	*DONOT LIST PO BOXES* Residence Address No. & Street City, State & Zip	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 ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

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

8. If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership:

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 this section.

True and Correct Name	Date of Birth	*DONOT LIST PO BOXES* Residence Address No. & Street City, State & Zip	Residence Phone Number	No. of Years in Corp or LLC	% of Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
William Thielmann				8.5	25	YES ☐ NO ☑	YES ☐ NO ☑
Richard MacGregor				8.5	25	YES ☐ NO ☑	YES ☐ NO ☑
Robert Fredricks				8.5	25	NO ✓ YES ☐	NO ~~YES~~ ☑
Anita Fredricks				8.5	25	NO ☑	NO ☑

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

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~~ Florida)
SS.
COUNTY OF Palm Beach)

Before Me, MARY ROWELL *, (specify)*
(Printed name of Notary or other officer authorized to administer oaths)

a Notary Public, Officer authorized to administer oaths in and for Palm Beach *County, State of ~~Wyoming~~ FLORIDA, personally appeared* ANITA FREDRICKS *name he/she being first duly sworn*
(Insert Names)
by me upon his oath, says that the facts alleged in the foregoing instrument are true.

(Seal)

Mary L. Rowell
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG046741
Expires 3/5/2021

My Commission expires: _____

Witness my hand and official seal:

Mary L Rowell
(Notary Public or other officer authorized to administer oaths)

Title Notary Public

Dated: 4 / 25 / 2017

1. Anita Fredricks
2. _____
3. _____
4. _____

FOR LIQUOR DIVISION USE ONLY		
Reviewer	Initials	Date
Agent:		
Chief:		
Acct.:		

Issued by:

WYOMING DEPARTMENT OF AGRICULTURE
CONSUMER HEALTH SERVICES
2219 CAREY AVE
CHEYENNE, WY 82002

EQUAL OPPORTUNITY IN EMPLOYMENT AND SERVICES

Retail Food ACCOUNT # 3919

Whereas this party has made application for the licenses listed below in the State of Wyoming according to the law and agrees to comply with all laws, rules and regulations thereto, including the payment of all required fees, there is hereby issued to the applicant this license. This license is not transferable and, unless revoked, shall expire on the date indicated below.

Issued to:

CODY CATTLE COMPANY
1910 DEMARIS ST
CODY, WY 82414

ANITA FREDRICKS
3324 PINE HILL TRAIL
PALM BEACH GARDENS, FL 33418

EXPIRATION DATE:
5/29/2018

Director of Dept. of Ag

THIS LICENSE MUST BE CURRENT AND POSTED CONSPICUOUSLY AT THE PHYSICAL LOCATION

WLD-28 (1/16) License# 1454

RENEWAL OF LIQUOR LICENSE OR PERMIT APPLICATION

To be completed by the City, Town or County Clerk:

Date Filed With Clerk: 5 / 1 / 17

	Annual Fee	Prorated Fee
Basic Fee:	$ 100.00	$ ____
Add'l Dispensing Room Fee:	$ ____	$ ____
Transfer Fee:	$ ____	
Total License Fee Collected	$ ____	$ ____

Publishing Fee Collected: $ 21.00

Publishing Direct Billed: ☐

Advertising Dates (2 wks): 6/6/17 & 6/13/17

Hearing Date: 6/20/2017

LICENSE TERM: 08/01/2017

Through: 07/31/2018

A copy must be immediately forwarded to:
State of Wyoming Liquor Division
6601 Campstool Rd.
Cheyenne WY 82002-0110

Applicant: GEYSER DISTILLING LLC

Trade Name (dba): GEYSER DISTILLING

Premise Address: 1326 BECK AVENUE
Number & Street

CODY, WY 82414 PARK
City State Zip County

Mailing Address: 1326 BECK AVENUE
Number & Street or P.O. Box

CODY, WY 82414
City State Zip

Business Telephone Number: (307) 250-7653
Fax Number:
E-Mail Address: info@buffalojumpwinery.com

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.**

DISTILLERY SATELLITE

FILING IN

☒ CITY (TOWN) OF CODY

FILING AS (CHOOSE ONLY ONE)

☐ INDIVIDUAL ☒ LLC
☐ PARTNERSHIP ☐ LLP
☐ CORPORATION
☐ LTD PARTNERSHIP
☐ ASSOCIATION
☐ ORGANIZATION

TYPE OF LICENSE OR PERMIT
(CHOOSE ONLY ONE)

RETAIL LIQUOR LICENSE
- ☐ ON-PREMISE ONLY (BAR)
- ☐ OFF-PREMISE ONLY (PACKAGE STORE)
- ☐ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)

☐ RESTAURANT LIQUOR LICENSE
☐ RESORT LIQUOR LICENSE
☐ BAR AND GRILL
LIMITED RETAIL (CLUB)
- ☐ FRATERNAL CLUB
- ☐ VETERANS CLUB
- ☐ SOCIAL CLUB
- ☐ GOLF CLUB

☐ MICROBREWERY
WINERY
☒ DISTILLERY SATELLITE
☐ WINERY SATELLITE
☐ COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT

To Assist the Liquor Division with scheduling inspections:

WHEN DO YOU OPERATE?

☐ NON-OPERATIONAL/PARKED
☒ FULL TIME (e.g. Jan through Dec)
☐ SEASONAL/PART-TIME

(specify months of operation)

from _____ to _____

DAYS OF WEEK (e.g. Mon through Sat)
Mon - Sun

HOURS OF OPERATION (e.g. 10a - 2a)
11a 10p

Minimum Purchase Requirement:

RETAIL LICENSE HOLDERS:
Have you purchased **$2,000** in spirits, wines and/or malt beverages during the previous license term? ☐ YES ☐ NO

RESTAURANT, RESORT, CLUB, COUNTY MALT, OR BAR AND GRILL LICENSE HOLDERS:
Have you purchased **$500** in spirits, wines and/or malt beverages during the previous license term? ☐ YES ☐ NO
W.S.12-4-103(c)

1. DISPENSING ROOM DESCRIPTION WITH DIMENSIONS:
   (a) Give a description with dimensions of the dispensing room and state where it is located within the building (e.g. 10 x 12 room in SE corner of building). If the building is not in existence, also provide an architect's drawing or suitable plans of the room and premises to be licensed: W.S. 12-4-102(a)(i)
   12 x 9.5' ROOM ON NE PORTION OF BLDG
   (b) If **Winery** or **Microbrewery**, also list the manufacturing facility.(e.g. MFG: 10' X 12' room in SW portion of bldg.) **MFG:**
   (c) Do you have an additional dispensing room? ☐ YES ☒ NO If yes, provide description and location:
   (d) Provide the legal description and the zoning of the site where the applicant will conduct business:
   PORTION OF LOT 9, ALL OF LOT 10, BLOCK 15, ORIGINAL TOWN OF CODY.
2. Have there been any changes in the physical location of the dispensing room since the last application was filed?
   ☐ YES If YES, please submit a drawing of the new dispensing room.
   ☒ NO
   (a) Do you anticipate any changes in the next twelve (12) months?
   ☐ YES If YES, please submit a drawing of the new dispensing room.
   ☒ NO
3. **BUILDING OWNERSHIP:** Does the applicant? W.S. 12-4-103 (a) (iii):
   (1) **OWN** the building in which sales room is located? ☐ YES (own)
   (2) **LEASE** the building in which sales room is located? ☒ YES (lease)
   (A) **DATE** lease expires 7/31/18 located on page 2 paragraph 1 of lease document.
   (B) Provision for **SALE** of alcoholic or malt beverages located on page 2 paragraph 2 of lease.

NOTE: Please submit a copy of the lease with the application. W.S. 12-2-103(a)(iii) requires the lease be valid THROUGH the TERM OF THE LICENSE and MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.

4. Restaurant and Bar and Grill Liquor License Holders Only:

(a) Gross sales figures and percentages of income derived from: W.S.12-4-408(b) (Line 1 + Line 2 must = Line 3)

(Line 1) Liquor Sales: $_____(_____%)
(Line 2) Food Sales: $_____(_____%)
(Line 3) Gross Sales: $_____(_____%)

(b) Did you attach a copy of your valid food service permit to this application. W.S.12-4-407(a), W.S.12-4-413(a) ☐ YES ☐ NO

5. Microbrewery License Holders Only:

(a) Did you produce over 50 barrels (1,550 gallons) but less than 50,000 barrels (1,550,000 gallons) during the previous license term? W.S.12-1-101(a)(xix) ☐ YES ☐ NO

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

(c) Do you distribute your own products through an existing malt beverage wholesaler? W.S. 12-2-201(g)(i) (Requires additional licensing with the Liquor Division) ☐ YES ☐ NO

6. Social Club License Holders Only:

(a) Have you filed a detailed statement of your activities during the year with an itemized statement of amounts expended? W.S. 12-1-101(a)(ii)(E) ☐ YES ☐ NO

7. If the applicant is filing as an Individual or Partnership or as a Club:

Each individual or partner or officer must complete this section.

True and Correct Name	Date of Birth	*DONOT LIST PO BOXES* Residence Address No. & Street City, State & Zip	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 ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

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

8. If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership:

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 this section.

True and Correct Name	Date of Birth	*DONOT LIST PO BOXES* Residence Address No. & Street City, State & Zip	Residence Phone Number	No. of Years in Corp or LLC	% of Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Scott Wagner				2	35	YES ☐ NO ☒	YES ☐ NO ☒
Becky Tibler				2	35	YES ☐ NO ☒	YES ☐ NO ☒
Tim Carson				2	20	YES ☐ NO ☒	YES ☐ NO ☒

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

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)

Before Me, Cory Berry, *(specify)*
(Printed name of Notary or other officer authorized to administer oaths)

a Notary Public, Officer authorized to administer oaths in and for Park *County, State of Wyoming, personally appeared*

Scott Wagner *(Insert Names)* *name he/she being first duly sworn by me upon his oath, says that the facts alleged in the foregoing instrument are true.*

(Seal)

CORY BERRY NOTARY PUBLIC My Commission Expires December 01, 2020 PARK COUNTY WYOMING

1. [signature]
2. _____
3. _____
4. _____

My Commission expires: 12 / 1 / 20

Witness my hand and official seal:

[signature]
(Notary Public or other officer authorized to administer oaths)

Title Notary Public

Dated: 5 / 1 / 2017

FOR LIQUOR DIVISION USE ONLY		
Reviewer	Initials	Date
Agent:		
Chief:		
Acct.:		

SECOND AMENDMENT TO
LEASE AGREEMENT
1326 Beck Avenue, Cody, Wyoming 82414

THIS SECOND AMENDMENT TO LEASE AGREEMENT is made and entered into as of the 2 day of May, 2017, between STEVEN L. PARKES ("Parkes"), BUFFALO JUMP WINES, LLC, a Wyoming limited liability company ("Buffalo Jump"), and GEYSER DISTILLING, LLC, a Wyoming limited liability company ("Geyser").

W I T N E S S E T H:

WHEREAS, Parkes and Buffalo Jump entered into a Lease Agreement dated March 8, 2013; and

WHEREAS, Parkes and Buffalo Jump entered a Lease Extension Agreement on April 29, 2016 to extend the term to July 31, 2017 ("Lease Extension"); and

WHEREAS, Parkes and Buffalo Jump desire to further amend the Lease Agreement to extend the term to July 31, 2018; and

WHEREAS, Parkes and Buffalo Jump desire to add Geyser as an additional lessee and to clarify terms;

NOW THEREFORE, Parkes, Buffalo Jump and Geyser hereby amend the terms of the March 8, 2013, Lease Agreement, as amended by the Lease Extension Agreement, as follows:

1. PARTIES. The parties to this Lease Agreement shall be STEVEN L. PARKES ("Parkes"), the sole owner of THE PREMISES, and BUFFALO JUMP WINES, LLC, a Wyoming limited liability company ("Buffalo Jump"), and GEYSER DISTILLING, LLC, a Wyoming limited liability company ("Geyser"). Buffalo Jump and Geyser are suitable lessees for THE PREMISES.

2. Section 3.1 is amended to read hereafter, as follows:

SECTION THREE: TERM AND RENT

3.1 Parkes leases THE PREMISES for an additional term of one (1) year, terminating on July 31, 2018 at 12:00 noon, or sooner as provided in the Lease Agreement. The monthly rental amount from the date of this amendment to July 31, 2018 shall be $2,500.00 per month. All payments herein required are payable in advance on the first day of each month during the term of this Agreement or any renewal.

3. Parkes, Buffalo Jump and Geyser do hereby agree that THE PREMISES are for use as a retail and wholesale wine and distilled alcohol production, bottling, and sales facility. Buffalo Jump and Geyser are specifically authorized to sell alcohol from THE PREMISES during THIS AGREEMENT.

4. All other terms and provisions of the Lease Agreement dated March 8, 2013, and the Lease Extension Agreement dated May 2, 2016, not modified by this Second Amendment to Lease Agreement, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed THIS SECOND AMENDMENT TO LEASE AGREEMENT at Cody, Wyoming, the day and year first above written.

LESSOR:

Steven L. Parkes

STEVEN L. PARKES

LESSEE:

BUFFALO JUMP WINES, LLC, a Wyoming limited liability company

By _____
Scott Wagner, Its Manager

By _____
Becky Tilden, Its Manager

GEYSER DISTILLING, LLC, a Wyoming limited liability company

By _____
Scott Wagner, Its Manager

The undersigned hereby personally guarantee that Buffalo Jump and Geyser will perform all covenants, terms, conditions and promises contained in THIS SECOND AMENDMENT TO LEASE AGREEMENT, including the payment of any monies required herein. Parkes shall have the right to require the performance of the personal guarantor in place of the performance of Buffalo Jump and Geyser without first having requested such performance by Buffalo Jump and Geyser.

_____ May 2 2017
SCOTT WAGNER Date

_____ May 2 2017
BECKY TILDEN Date

WLD-28 (1/16)

License# 817

RENEWAL OF LIQUOR LICENSE OR PERMIT APPLICATION

To be completed by the City, Town or County Clerk:

Date Filed With Clerk: 4 / 24 / 17

	Annual Fee	Prorated Fee
Basic Fee:	$ 1500.00	$ ____
Add'l Dispensing Room Fee:	$ ____	$ ____
Transfer Fee:	$ ____	
Total License Fee Collected	$ ____	$ ____

Publishing Fee Collected: $ 21.00

Publishing Direct Billed: ☐

Advertising Dates (2 wks): 6/6/17 & 6/13/17

Hearing Date: 6/20/2017

LICENSE TERM: 08/01/2017

Through: 07/31/2018

A copy must be immediately forwarded to:
State of Wyoming Liquor Division
6601 Campstool Rd.
Cheyenne WY 82002-0110

Applicant: GOOD 2 GO STORES LLC

Trade Name (dba): GOOD 2 GO STORES #202

Premise Address: 221 YELLOWSTONE AVENUE
Number & Street

CODY, WY 82414 PARK
City State Zip County

Mailing Address: PO BOX 50620
Number & Street or P.O. Box

IDAHO FALLS, ID 83405
City State Zip

Local Mailing Address: 221 YELLOWSTONE AVENUE, CODY, WY 82414

Business Telephone Number: (307) 587-9331

Fax Number: (208) 528-8929

E-Mail Address: ~~store2@good2gostores.net~~ store202@good2gostores.com

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.**

PACKAGE STORE (FULL RETAIL)

FILING IN

☒ CITY (TOWN) OF CODY

FILING AS (CHOOSE ONLY ONE)

☐ INDIVIDUAL ☒ LLC
☐ PARTNERSHIP ☐ LLP
☐ CORPORATION
☐ LTD PARTNERSHIP
☐ ASSOCIATION
☐ ORGANIZATION

TYPE OF LICENSE OR PERMIT
(CHOOSE ONLY ONE)

RETAIL LIQUOR LICENSE
- ☐ ON-PREMISE ONLY (BAR)
- ☒ OFF-PREMISE ONLY (PACKAGE STORE)
- ☐ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)

☐ RESTAURANT LIQUOR LICENSE
☐ RESORT LIQUOR LICENSE
☐ BAR AND GRILL
LIMITED RETAIL (CLUB)
- ☐ FRATERNAL CLUB
- ☐ VETERANS CLUB
- ☐ SOCIAL CLUB
- ☐ GOLF CLUB

☐ MICROBREWERY
☐ WINERY
☐ DISTILLERY SATELLITE
☐ WINERY SATELLITE
☐ COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT

To Assist the Liquor Division with scheduling inspections:

WHEN DO YOU OPERATE?

☐ NON-OPERATIONAL/PARKED
☒ FULL TIME (e.g. Jan through Dec)
☐ SEASONAL/PART-TIME

(specify months of operation)

from _____ to _____

DAYS OF WEEK (e.g. Mon through Sat)
Sunday - Saturday

HOURS OF OPERATION (e.g. 10a - 2a)
7AM - 12AM

Minimum Purchase Requirement:

RETAIL LICENSE HOLDERS:
Have you purchased **$2,000** in spirits, wines and/or malt beverages during the previous license term? ☒ YES ☐ NO

RESTAURANT, RESORT, CLUB, COUNTY MALT, OR BAR AND GRILL LICENSE HOLDERS:
Have you purchased **$500** in spirits, wines and/or malt beverages during the previous license term? ☐ YES ☒ NO
W.S.12-4-103(c)

1. DISPENSING ROOM DESCRIPTION WITH DIMENSIONS:
   (a) Give a description with dimensions of the dispensing room and state where it is located within the building (e.g. 10 x 12 room in SE corner of building). If the building is not in existence, also provide an architect's drawing or suitable plans of the room and premises to be licensed: W.S. 12-4-102(a)(i)
   2900 SQ FT ROOM ON EAST SIDE OF BLDG
   (b) If **Winery** or **Microbrewery**, also list the manufacturing facility.(e.g. MFG: 10' X 12' room in SW portion of bldg.) MFG: ____
   (c) Do you have an additional dispensing room? ☐ YES ☒ NO If yes, provide description and location:
   (d) Provide the legal description and the zoning of the site where the applicant will conduct business:
   LOT 70, K GRANDVIEW ESTATES
2. Have there been any changes in the physical location of the dispensing room since the last application was filed?
   ☐ YES If YES, please submit a drawing of the new dispensing room.
   ☒ NO
   (a) Do you anticipate any changes in the next twelve (12) months?
   ☐ YES If YES, please submit a drawing of the new dispensing room.
   ☒ NO
3. **BUILDING OWNERSHIP:** Does the applicant? W.S. 12-4-103 (a) (iii):
   (1) **OWN** the building in which sales room is located? ☐ YES (own)
   (2) **LEASE** the building in which sales room is located? ☒ YES (lease)
   (A) **DATE** lease expires 12/31/2022 located on page 2 paragraph 7.1 of lease document.
   (B) Provision for **SALE** of alcoholic or malt beverages located on page 6 paragraph 5.1 of lease.

NOTE: Please submit a copy of the lease with the application. W.S. 12-2-103(a)(iii) requires the lease be valid THROUGH the TERM OF THE LICENSE and MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.

WLD-28 (1/16)

N/A

4. Restaurant and Bar and Grill Liquor License Holders Only:

(a) Gross sales figures and percentages of income derived from: W.S.12-4-408(b) (Line 1 + Line 2 must = Line 3)

(Line 1) Liquor Sales: $_____(_____%)
(Line 2) Food Sales: $_____(_____%)
(Line 3) Gross Sales: $_____(_____%)

(b) Did you attach a copy of your valid food service permit to this application. W.S.12-4-407(a), W.S.12-4-413(a) ☐ YES ☐ NO

5. Microbrewery License Holders Only: N/A

(a) Did you produce over 50 barrels (1,550 gallons) but less than 50,000 barrels (1,550,000 gallons) during the previous license term? W.S.12-1-101(a)(xix) ☐ YES ☐ NO

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

(c) Do you distribute your own products through an existing malt beverage wholesaler? W.S. 12-2-201(g)(i) (Requires additional licensing with the Liquor Division) ☐ YES ☐ NO

6. Social Club License Holders Only: N/A

(a) Have you filed a detailed statement of your activities during the year with an itemized statement of amounts expended? W.S. 12-1-101(a)(ii)(E) ☐ YES ☐ NO

7. If the applicant is filing as an Individual or Partnership or as a Club: N/A

Each individual or partner or officer must complete this section.

True and Correct Name	Date of Birth	*DONOT LIST PO BOXES* Residence Address No. & Street City, State & Zip	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 ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

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

8. If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership:

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 this section.

True and Correct Name	Date of Birth	*DONOT LIST PO BOXES* Residence Address No. & Street City, State & Zip	Residence Phone Number	No. of Years in Corp or LLC	% of Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
SEE ATTACHED						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐

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

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~~ Idaho)
SS.
COUNTY OF BONNEVILLE *)*

Before Me, JEFFREY R COOPER *, (specify)*
(Printed name of Notary or other officer authorized to administer oaths)

a Notary Public, Officer authorized to administer oaths in and for BONNEVILLE *County, State of ~~Wyoming~~* IDAHO*, personally appeared* DAVID ADAMS , LOGAN HALL *name he/she being first duly sworn*
(Insert Names)
by me upon his oath, says that the facts alleged in the foregoing instrument are true.

(Seal)

1. David Adams
2. Logan Hall
3. _____
4. _____

My Commission expires: 03/03/2023

Witness my hand and official seal:

(Notary Public or other officer authorized to administer oaths)

Title NOTARY OF PUBLIC

Dated: 04 / 19 / 17

FOR LIQUOR DIVISION USE ONLY		
Reviewer	Initials	Date
Agent:		
Chief:		
Acct.:		

JEFFREY R. COOPER NOTARY PUBLIC STATE OF IDAHO

Good 2 Go Stores Officers and Owner Directors							
True and Correct Name	Date of Birth	Residence Address, Street, City, State & Zip	Residence Phone Number	No. of Years in Corp or LLC	% of Stock Held	Have you been Convicted of a Felony Violation?	Have you been convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
David Adams				1 - Officer Good 2 Go	0%	No	No
Brad Hall & Associates, Inc. (BHA)				11 Years - Owner	100%	No	No
Brad H Hall				4 - Director (BHA)	0%	No	No
Andrea Hall				4 - Director (BHA)	0%	No	No
Logan Hall				4 - Director (BHA)	0%	No	No
Cole Hall				4 - Director (BHA)	0%	No	No
Jerrad Thompson	[illegible]	[illegible]	[illegible]	4 - Director (BHA)	0%	No	No

AMENDMENT TO LEASE AGREEMENT

This Amendment to Lease Agreement (the "Amendment") is entered into as of September 1, 2014 by and between **#2 Cody Wyoming Property, LLC,** an Idaho limited liability company ("Landlord"), and **Good 2 Go Stores, LLC,** an Idaho limited liability company ("Tenant"), and amends that certain Lease Agreement entered into on October 9, 2012 by and between Tenant and Landlord (the "Lease").

RECITALS

A. Tenant is currently leasing the Premises (as defined in the Lease) from Landlord.

B. Tenant and Landlord desire to amend the Lease to set forth the parties' rights and obligations with respect to **Base Rent** following a major remodel and the remaining term of the lease thereafter.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree effective **September 1, 2014,** Base Rent in Section 8 of the Lease and any subsequent amendments thereto are amended to read as follows:

8. Base Rent.

Lease Month *(Beginning Nov. 1, 2012)*	**Monthly Base Rent**
1 – 21	$6,500.00
22 – 120	$29,314.33

All capitalized terms in this Amendment, if not defined herein, shall have the meaning set forth in the Lease. All other terms and conditions of the Lease are hereby ratified and remain unchanged in full force and effect.

IN WITNESS WHEREOF, Landlord and Tenant have caused this Amendment to be executed the day and year first above written.

[Signature pages follow]

LANDLORD:

#2 CODY WYOMING PROPERTY, LLC, an Idaho limited liability company

By: _____
Logan Hall, Manager

TENANT:

GOOD 2 GO STORES, an Idaho limited liability company

By: Duane Dalby
Duane Dalby, Manager

LEASE AGREEMENT

Location Address: 217-221 Yellowstone Ave., Cody, WY 87214

This Lease Agreement is by and between

#2 Cody Wyoming Property, LLC
an Idaho limited liability company

as Landlord,

and

Good 2 Go Stores, LLC
an Idaho limited liability company

as Tenant.

CONVENIENCE STORE LEASE

SUMMARY OF BASIC LEASE INFORMATION

The parties hereto agree to the following terms of this Summary of Basic Lease Information (the "**Summary**"). This Summary is hereby incorporated into and made a part of the attached Convenience Store Lease (this Summary and the Convenience Store Lease to be known collectively as the "**Lease**") which pertains to the convenience store located at **217-221 Yellowstone Ave., Cody, WY 87214**. Each reference in the Lease to any term of this Summary shall have the meaning as set forth in this Summary for such term. In the event of a conflict between the terms of this Summary and the Lease, the terms of the Lease shall prevail. Any capitalized terms used herein and not otherwise defined herein shall have the meaning as set forth in the Lease.

	TERMS OF LEASE	DESCRIPTION
1.	Date:	October 9, 2012
2.	Landlord:	**#2 Cody Wyoming Property, LLC** an Idaho limited liability company
3.	Address of Landlord:	P.O. Box 50620 Idaho Falls, ID 83405
4.	Tenant:	**Good 2 Go Stores, LLC,** an Idaho limited liability company
5.	Address of Tenant:	280 South Holmes Idaho Falls, ID 83401 Attention: **[PLEASE PROVIDE]** (Prior to Lease Commencement Date) And _____ _____ Attention: **[PLEASE PROVIDE]** (After Lease Commencement Date)
6.	Premises:	See Exhibit "A" attached hereto.
7.	Term:	
	7.1 Lease Term:	10 years, the equivalent of (120) months. If the Lease

		Commencement Date occurs on a day other than the first day of the month, then the foregoing time period shall be measured from the first day of the following month.
	7.2 Lease Commencement Date:	The earlier of (i) the date Tenant commences business in the Premises, or (ii) the date the Tenant Improvements are substantially completed, which Lease Commencement Date is anticipated to be **November 6, 2012**. Tenant Improvements, if any, are described on Exhibit "B" attached hereto.

8. Base Rent:

Lease Month	**Monthly Installment of Base Rent**
1 – 120	$6,500.00

9.	Additional Rent:	This is a true NNN lease. Tenant shall be responsible for Base Rent and Additional Rent which shall include all Operating Expenses, Insurance Expenses, Utility Expenses and Tax Expenses associated with the Premises and use thereof.
10.	Prepaid Base Rent:	$6,500.00 for the first (1st) full month of the Lease Term.
11.	Security Deposit:	NA

CONVENIENCE STORE LEASE

This Convenience Store Lease, which includes the preceding Summary of Basic Lease Information (the "**Summary**") attached hereto and incorporated herein by this reference (the Convenience Store Lease and Summary to be known sometimes collectively hereafter as the "**Lease**"), dated as of the date set forth in Section 1 of the Summary, is made by and between **#2 Cody Wyoming Property, LLC,** an Idaho limited liability company ("**Landlord**"), and **Good 2 Go Stores, LLC**, an Idaho limited liability company ("**Tenant**").

1. REAL PROPERTY, BUILDING AND PREMISES

1.1 Real Property, Building and Premises. Upon and subject to the terms, covenants and conditions hereinafter set forth in this Lease, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the premises, including all improvements located thereon, described on Exhibit "A" ("**Premises**"). Tenant is hereby granted the right to the nonexclusive use of the Premises. Landlord reserves the right to make alterations or additions to or to change the location of elements of the real property associated with the Premises.

1.2 Condition of the Premises. Landlord shall not be obligated to provide or pay for any improvement work or services related to the improvement of the Premises. Tenant also acknowledges that Landlord has made no representation or warranty (express or implied) regarding (i) the condition of the Premises (ii) the suitability or fitness of the Premises for the conduct of Tenant's business. Any existing leasehold improvements in the Premises as of the date of this Lease shall be at the expense of the Tenant.

2. LEASE TERM

The terms and provisions of this Lease shall be effective as of the date of this Lease except for the provisions of this Lease relating to the payment of Rent. The term of this Lease (the "**Lease Term**") shall be for the period of time set forth in Section 7.1 of the Summary and shall commence on the date (the "**Lease Commencement Date**") set forth in Section 7.2 of the Summary and shall terminate upon the expiration of the Lease Term. For purposes of this Lease, the term "**Lease Year**" shall mean each consecutive twelve (12) month period during the Lease Term; provided, however, that if the Lease Commencement Date is not the first day of the month, then the first Lease Year shall commence on the Lease Commencement Date and end on the last day of the twelfth month thereafter and the second and each succeeding Lease Year shall commence on the first day of the next calendar month; and further provided that the last Lease Year shall end on the last day of the Lease Term (for example, if the Lease Commencement Date is April 15, the first Lease Year will be April 15 through April 30 of the following year, and each succeeding Lease Year will be May 1 through April 30).

3. BASE RENT

Tenant shall pay, without notice or demand, to Landlord, monthly installments of base rent ("**Base Rent**") as set forth in Section 8 of the Summary, in advance on or before the first day of each and every month during the Lease Term, without any setoff or deduction whatsoever. The Base Rent for the first full month of the Lease Term shall be paid at the time of Tenant's execution of this Lease. If any rental or other payment date (including the Lease Commencement Date) falls on a day of the month other than the first day of such month or if any rental or other payment is for a period which is shorter than one month, then the rental or other payment for any such fractional month shall be a proportionate amount of a full calendar month's rental or other payment based on the proportion that the number of days in such fractional month bears to the number of days in the calendar month during which such fractional month occurs. Payment of Base Rent shall be made by ACH

initiated by Landlord or its designee. Tenant shall be notified not less than one (1) day prior of ACH occurring via a draft notice.

4. ADDITIONAL RENT

4.1 Additional Rent. In addition to paying the Base Rent specified in Article 3 of this Lease, Tenant shall pay as additional rent all Operating Expenses, Insurance Expenses, Utility Expenses and Tax Expenses associated with the Premises and use thereof. Such additional rent, together with any and all other amounts payable by Tenant shall be the sole responsibility of the Tenant and shall be hereinafter collectively referred to as the "**Additional Rent.**" Without limitation on other obligations of Tenant which shall survive the expiration of the Lease Term, the obligations of Tenant to pay the Additional Rent provided for in this Article 4 shall survive the expiration of the Lease Term.

4.1.1 Landscaping Expense. Landlord shall be responsible for the arrangement of all landscaping expenses for the Premises. Landlord's costs associated with the landscaping of the property shall be reimbursed by Tenant and shall be paid in the same manner as the Base Rent, described in Article 3.

4.1.2 Property Taxes. Landlord shall invoice Tenant the full amount of property taxes. Upon receipt of such invoice, Tenant shall be responsible to pay the amount invoiced in their next scheduled rent payment.

4.2 Definitions. As used in this Article 4, the following terms shall have the meanings hereinafter set forth:

4.2.1 "**Insurance Expenses**" shall mean the cost of insurance carried by Landlord, in such amounts as Landlord may reasonably determine or as may be required by any mortgagees or the lessor of any underlying or ground lease affecting the Premises, including any deductibles thereunder. Landlord shall be responsible for providing Property Insurance for the Premises. Landlord's costs associated with such Property Insurance Expense shall be reimbursed by Tenant to Landlord and shall be paid in the same manner as the Base Rent. Tenant shall be required to carry its own Business Insurance in such amounts as Landlord may reasonably determine. Tenant shall provide proof of Business Insurance to Landlord.

4.2.2 "**Operating Expenses**" shall mean all expenses, costs and amounts of every kind and nature which accrue during the term of this Lease because of or in connection with the ownership, management, maintenance, repair, restoration or operation of the Premises (other than Insurance Expenses, Tax Expenses and Utility Expenses), and the cost of any capital improvements or other costs (A) which are intended as a labor-saving device or to effect other economies in the operation or maintenance of the Premises, (B) made to the Premises after the Lease Commencement Date that are required under any governmental law or regulation or (C) for the refurbishment or replacement of improvements or amenities to the Premises or to improve or enhance security at the Premises; provided, however, that if any such cost described in (A), (B) or (C) above is a capital expenditure, such cost shall be amortized (including interest on the unamortized cost) over its useful life as Landlord shall reasonably determine.

4.2.3 "**Tax Expenses**" shall mean all federal, state, county, or local governmental or municipal taxes, fees, charges or other impositions of every kind and nature, whether general, special, ordinary or extraordinary, (including, without limitation, real estate taxes, general and special assessments, transit taxes, leasehold taxes or taxes based upon the receipt of rent, including gross receipts, transaction privilege or any sales taxes applicable to the receipt of rent, personal property taxes imposed upon the fixtures, machinery,

equipment, apparatus, systems and equipment, appurtenances, furniture and other personal property used in connection with the Premises), which accrues during the term of this Lease because of or in connection with the ownership, leasing and operation of the Premises or Landlord's interest therein.

4.2.4 **"Utility Expenses"** shall mean the cost of supplying all utilities to the Premises, including utilities for the heating, ventilation and air conditioning system for the Premises.

5. USE OF PREMISES

5.1 Permitted Use. Tenant shall use the Premises solely for general convenience store purposes, including the sale of alcoholic and malt beverages, consistent with the character of the Premises, and Tenant shall not use or permit the Premises to be used for any other purpose or purposes whatsoever.

5.2 Prohibited Uses. Tenant further covenants and agrees that it shall not use, or suffer or permit any person or persons to use, the Premises or any part thereof for any use or purpose contrary to the "Permitted Use," listed in Section 5.1 of this Lease.

5.3 Compliance With Laws. Tenant shall not do anything or suffer anything to be done in or about the Premises which will in any way conflict with any law, statute, ordinance or other governmental rule, regulation or requirement now in force or which may hereafter be enacted or promulgated. At its sole cost and expense, Tenant shall promptly comply with all such governmental measures. Tenant shall also cause its agents, contractors, subcontractors, employees, customers, and subtenants to comply with all rules and regulations.

5.4 Tenant's Security Responsibilities. Tenant shall (1) lock the doors to the Premises and take other reasonable steps to secure the Premises and the personal property of Tenant and any of Tenant's transferees, contractors or licensees in and around the Premises, from unlawful intrusion, theft, fire and other hazards; (2) keep and maintain in good working order all security and safety devices installed in the Premises by or for the benefit of Tenant (such as locks, smoke detectors and burglar alarms); and (3) reasonably cooperate with Landlord on Premises safety matters. Tenant acknowledges that (i) any security or safety measures employed by Landlord are for the protection of Landlord's own interests; (ii) Landlord is not a guarantor of the security or safety of the Tenant Parties or their property; (iii) such security and safety matters are the responsibility of Tenant and local law enforcement authorities; and (iv) in no event shall Landlord be liable for damages, losses, claims, injury to persons or property or causes of action arising out of any theft, burglary, trespass or other entry into the Premises.

6. REPAIRS & MAINTENANCE

6.1 Tenant shall, at Tenant's own expense, keep the Premises, including all improvements, fixtures and furnishings therein, in good order, repair and condition at all times during the Lease Term; provided however, that, at Landlord's option, or if Tenant fails to make such repairs, Landlord may, but need not, make such repairs and replacements, and Tenant shall pay Landlord's costs or expenses, including Landlord's overhead, arising from Landlord's involvement with such repairs and replacements forthwith upon being billed for same. Tenant hereby waives and releases its right to make repairs at Landlord's expense and/or terminate this Lease or vacate the Premises under any state law, statute, or ordinance now or hereafter in effect.

6.2 Tenant shall keep the interior and exterior of the Premises, including parking areas, sidewalks and walkways, and surrounding property clean, well maintained and properly lighted and free of accumulations

f dirt, paper and trash. Landlord shall have the absolute right, but not be obligated, to cause Tenant to clean up and remove garbage and other similar items from the Premises. Any costs associated with Landlord's action in curing such maintenance shall be at Tenant's sole cost. Tenant shall, at Tenant's own expense, keep all car wash's in operational and in good working order.

7. ADDITIONS AND ALTERATIONS

7.1 Landlord's Consent to Alterations. Tenant may not make any improvements, alterations, additions or changes to the Premises (including, but not limited to, any improvements, alterations, additions or changes that Tenant is required to make pursuant to a term of this Lease) (collectively, the "**Alterations**") without first procuring the prior written consent of Landlord to such Alterations, which consent shall be requested by Tenant not less than thirty (30) days prior to the commencement thereof, and which consent shall not be unreasonably withheld by Landlord. The construction of the initial improvements to the Premises, if any, shall be governed by the terms of Section 1.2 above and not the terms of this Article 7.

7.2 Manner of Construction. Tenant shall have obtained Landlord's approval of all plans, specifications, drawings, contractors and subcontractors prior to the commencement of Tenant's construction of the Alterations; provided, however, a contractor of Landlord's selection shall perform all mechanical, electrical, plumbing, structural, and heating, ventilation and air conditioning work, and such work shall be performed at Tenant's cost. Tenant agrees to carry "Builder's All Risk" insurance in an amount approved by Landlord covering the construction of such Alterations, and such other insurance as Landlord may require. In addition, Landlord may, in its discretion, require Tenant to obtain a lien and completion bond or some alternate form of security satisfactory to Landlord in an amount sufficient to ensure the lien-free completion of such Alterations and naming Landlord as a co-obligee. Tenant shall construct such Alterations and perform such repairs in conformance with any and all applicable laws and pursuant to a valid building permit, issued by the appropriate governmental authorities, in conformance with Landlord's construction rules and regulations and in a diligent, good and workmanlike manner. If such Alterations trigger a legal requirement upon Landlord to make any Alterations or improvements to the Premises, Tenant shall, as Additional Rent, shall be responsible for the cost thereof. Landlord's approval of the plans, specifications and working drawings for Tenant's Alterations shall create no responsibility or liability on the part of Landlord for their completeness, design sufficiency, or compliance with all laws, rules and regulations of governmental agencies or authorities. Upon completion of any Alterations, Tenant agrees to cause a Notice of Completion (or equivalent) to be posted (if applicable) and recorded in the office of the Recorder of the County in which the Premises is located in accordance with all applicable state statutes, and Tenant shall deliver to the Landlord, a reproducible copy of the "as built" drawings of the Alterations.

7.3 Landlord's Property. All Alterations and fixtures which may be made, installed or placed in or about the Premises from time to time, shall be at the sole cost of Tenant and shall be and become the property of Landlord; however, Landlord may, by written notice to Tenant prior to the end of the Lease Term, or given upon any earlier termination of this Lease, require Tenant at Tenant's expense to remove any such Alterations or fixtures and repair any damage to the Premises caused by such removal. If Tenant fails to complete such removal and/or to repair any damage caused by the removal of any Alterations, Tenant Improvements or fixtures, Landlord may do so and may charge the cost thereof to Tenant. This Section 7.3 shall survive the expiration or earlier termination of this Lease.

7.4 Landlord's Liability for Alterations. Landlord's approval of an Alteration shall not be a representation by Landlord that the Alteration complies with applicable laws or will be adequate for Tenant's

'e. Tenant acknowledges that Landlord is not an architect or engineer, and that the Alterations will be designed and/or constructed using independent architects, engineers, and contractors. Accordingly, Landlord does not guarantee or warrant that the applicable construction documents will comply with laws or be free from errors or omissions, or that the Alterations will be free from defects, and Landlord will have no liability therefore.

8. COVENANT AGAINST LIENS

Tenant covenants and agrees not to suffer or permit any lien of mechanics or materialmen or others to be placed against all or any portion of the Premises with respect to work or services claimed to have been performed for or materials claimed to have been furnished to Tenant or the Premises (including, but not limited to, for any Alterations that were required by this Lease and/or approved by Landlord pursuant to Section 7.1), and, in case of any such lien attaching or notice of any lien, Tenant covenants and agrees to cause it to be immediately released and removed of record. Notwithstanding anything to the contrary set forth in this Lease, in the event that such lien is not released and removed within ten (10) days after the date notice of such lien is delivered by Landlord to Tenant, Landlord, at its sole option, may immediately take all action necessary to release and remove such lien, without any duty to investigate the validity thereof, and all sums, costs and expenses, including reasonable attorneys' fees and costs, incurred by Landlord in connection with such lien shall be deemed Additional Rent under this Lease and shall immediately be due and payable by Tenant.

9. INDEMNITY AND INSURANCE

9.1 Indemnification and Waiver. Tenant shall be liable for, and shall indemnify, defend, protect and hold Landlord and Landlord's partners, officers, directors, employees, agents, successors and assigns (collectively, "Landlord Indemnified Parties") harmless from and against, any and all claims, damages, judgments, suits, causes of action, losses, liabilities and expenses, including reasonable attorneys' fees and court costs (collectively, "Indemnified Claims"), arising or resulting from (a) any negligent or willful act or omission of Tenant or any of Tenant's agents, employees, contractors, subtenants, assignees, invitees or licensees in or about the Premises (collectively, "Tenant Parties"); (b) any occurrence within the Premises unless solely caused by the gross negligence or willful misconduct of Landlord; and/or (c) any default by Tenant of any obligations on Tenant's part to be performed under the terms of this Lease. Tenant hereby assumes all risk of damage to property or injury to persons in or about the Premises, from any cause, and Tenant hereby waives all claims in respect thereof against Landlord. The provisions of this Section 9.1 shall survive the expiration or sooner termination of this Lease with respect to any claims or liability occurring prior to such expiration or termination.

9.2 Tenant's Insurance. Tenant shall maintain the following coverages in the following amounts.

9.2.1 Commercial general liability (CGL) and, if necessary, commercial umbrella insurance, on an occurrence basis, with a limit of not less than $2,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location. CGL insurance shall be written on ISO occurrence form CG 00 01 01 96 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, liability assumed under an insured contract and the performance by Tenant of the indemnity agreements set forth in this Lease. Landlord shall be included as an insured under the CGL policy, using ISO additional insured endorsement CG 20 11 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to Landlord. There shall be no endorsement or modification of

e CGL to make it excess over other available insurance; alternatively, if the CGL states that it is excess or pro rata, the policy shall be endorsed to be primary with respect to the additional insured. Tenant waives all rights against Landlord and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained pursuant to this agreement.

9.2.2 Commercial property insurance covering (i) all office furniture, trade fixtures, office equipment, merchandise and all other items of Tenant's property on the Premises installed by, for, or at the expense of Tenant, and (ii) the Tenant Improvements and Alterations. Such insurance shall cover the perils insured under the ISO special causes of loss form (CP 10 30) and shall include coverage for vandalism and malicious mischief, terrorism coverage for both certified and non-certified acts of terrorism, water damage, sprinkler leakage coverage, boiler and machinery (systems breakdown) and earthquake sprinkler leakage coverage. The amount insured shall equal the full replacement cost value new without deduction for depreciation of the covered items. Any coinsurance requirement in the policy shall be eliminated through the attachment of an agreed amount endorsement, the activation of an agreed value option, or as is otherwise appropriate under the particular policy form. In no event shall Landlord be liable for any damage to or loss of personal property sustained by Tenant, whether or not it is insured, even if such loss is caused by the negligence of Landlord, its employees, officers, directors or agents. Landlord and Tenant hereby waive any recovery of damages against each other (including their employees, officers, directors, agents, or representatives) for loss or damage to the Premises, tenant improvements (including Tenant Improvements) and betterments, fixtures, equipment, and any other personal property to the extent covered by the commercial property insurance required above. If the commercial property insurance purchased by Tenant as required above does not allow the insured to waive rights of recovery against others prior to loss, Tenant shall cause them to be endorsed with a waiver of subrogation as required above.

9.2.3 Business income, business interruption and extra expense insurance in such amounts as will reimburse Tenant for direct or indirect loss of earnings attributable to all perils commonly insured against by prudent tenants or attributable to prevention of access to the Premises as a result of such perils. In no event shall Landlord be liable for any business interruption or consequential loss sustained by Tenant, whether or not it is insured, even if such loss is caused by the negligence of Landlord, its agents, employees, directors' officers or contractors.

9.2.4 Worker's compensation insurance providing statutory benefits to Tenant's employees, employer's liability insurance with limits not less than $1,000,000 each accident for bodily injury by accident or $1,000,000 each employee for bodily injury by disease. Tenant waives all rights against Landlord and its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by the workers compensation and employers liability obtained by Tenant. Tenant shall obtain an endorsement to effect this waiver.

9.2.5 Tenant shall be required to maintain and participate in available insurance coverage or limitation of liability by any applicable state or federal law or program dealing with or insurance protecting against damages from accidental discharges of petroleum from underground or above ground storage tanks and all connected piping and pumping systems. Tenant shall be required to maintain and keep current all Underground Storage Tank Fees (UST Fees) and any available state or federal annual fees associated with keeping and insuring underground or above ground storage tanks.

9.3 Form of Policies. The minimum limits of policies of insurance required of Tenant under this Lease shall in no event limit the liability of Tenant under this Lease and Landlord makes no representation or guaranty that the insurance required under this Lease shall be sufficient or adequate to protect Tenant. All insurance shall (i) be issued by an insurance company having a rating of not less than A-X in Best's Insurance Guide or which is otherwise acceptable to Landlord and licensed to do business in the state in which the Premises resides; and (ii) provide that said insurance shall not be canceled or coverage changed unless thirty (30) days' prior written notice shall have been given to Landlord and the other additional insureds thereunder designated by Landlord. In addition, the insurance described in Section 9.2.1 above shall (a) name Landlord, any mortgage holder and any other party specified by Landlord, as an additional insured; (b) specifically cover the liability assumed by Tenant under this Lease including, but not limited to, Tenant's obligations under Section 9.1 of this Lease; (c) be primary insurance as to all claims thereunder and provide that any insurance required by Landlord is excess and is non-contributing with any insurance requirement of Tenant; and (d) contain a cross-liability endorsement or severability of interest clause acceptable to Landlord. The insurance described in Section 9.2.2 shall name Landlord and any other party specified by Landlord as loss-payee as to all items referred to in clause (ii) of Section 9.2.2 and the insurance described in Sections 9.2.3, 9.2.4 and 9.2.5 shall have deductibles reasonably acceptable to Landlord. Tenant shall deliver all policies or certificates thereof to Landlord on or before Landlord's delivery of the Premises to Tenant or the Lease Commencement Date, whichever first occurs, and at least thirty (30) days before the expiration dates thereof. All certificates shall provide that such insurance will not be cancelled (or materially changed) without at least thirty (30) days' prior written notice (ten (10) days for nonpayment of premiums) to Landlord. The words "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted from the certificate form's cancellation provision. Failure of Landlord to demand such certificate or other evidence of full compliance with these insurance requirements or failure of Landlord to identify a deficiency from evidence that is provided shall not be construed as a waiver of Tenant's obligation to maintain such insurance. In the event Tenant shall fail to procure such insurance, or to deliver such policies or certificate, Landlord may deny Tenant the right to occupy the Premises until such time as Tenant makes such deliveries (which denial shall have no effect upon the Lease Commencement Date) and/or procure such policies for the account of Tenant, and at the cost of Tenant.

9.4 Tenant's Compliance with Landlord's Fire and Casualty Insurance. Tenant shall, at Tenant's expense, comply with all insurance company requirements pertaining to the use of the Premises. If Tenant's conduct or use of the Premises causes any increase in the premium for such insurance policies, then such increase shall be at Tenant's sole cost.

9.5 Subrogation. Landlord and Tenant agree to have their respective insurance companies issuing property damage, worker's compensation insurance and loss of income and extra expense insurance waive any rights of subrogation that such companies may have against Landlord or Tenant, as the case may be. Notwithstanding anything in this Lease to the contrary, Landlord and Tenant hereby waive any right that either may have against the other on account of any loss or damage if such loss or damage is insurable under the property damage or loss of income and extra expense insurance required to be maintained hereunder (this waiver extends to deductibles under such insurance).

10. DAMAGE AND DESTRUCTION

10.1 Repair of Damage to Premises by Landlord. Tenant shall promptly notify Landlord of any damage to the Premises resulting from fire or any other casualty. If the Premises is damaged by fire or other casualty, Tenant, at its own cost and expense, shall promptly and diligently, subject to reasonable delays for

surance adjustment or other matters beyond Tenant's reasonable control, and subject to all other terms of this Article 10, restore the Premises to substantially the same condition as existed prior to the casualty, except for modifications required by law, the holder of a mortgage on all or any portion of the Premises the lessor of a ground or underlying lease, or any other modifications to the Premises deemed desirable by Landlord. All insurance funds payable to Landlord and Tenant will be used by Tenant for the rebuilding, restoration and repair of the Premises. Tenant appoints Landlord as its agent to collect all insurance proceeds and to arrange for and supervise the restoration of the Premises as quickly as possible. Tenant shall use insurance proceeds to first restore the Premises and if funds remain, shall use the additional funds to restore the Tenant improvements. Rents shall not abate during the repair period. It is Tenant's responsibility to obtain adequate business interruption insurance to protect itself from the risk of paying rent while the Premises may not be useable. Landlord shall not be liable for any inconvenience or annoyance to Tenant or its visitors, or injury to Tenant's business resulting in any way from damage resulting from fire or other casualty or Landlord's repair thereof; provided however, that if such fire or other casualty shall have damaged the Premises

10.2 Landlord's Option to Repair. Notwithstanding the terms of Section 10.1 of this Lease, Landlord may elect not to rebuild and/or restore the Premises and instead terminate this Lease by notifying Tenant in writing of such termination within sixty (60) days after the date Landlord learns of the necessity for repairs as the result of damage, such notice to include a termination date giving Tenant ninety (90) days to vacate the Premises, but Landlord may so elect only if the Premises shall be damaged by fire or other casualty or cause, whether or not the Premises are affected, and one or more of the following conditions is present: (i) repairs cannot reasonably be completed within one hundred twenty (120) days after the date Landlord learns of the necessity for repairs as the result of damage (when such repairs are made without the payment of overtime or other premiums); (ii) the holder of any mortgage on all or any portion of the Premises or ground or underlying lessor with respect to the Premises shall require that the insurance proceeds or any portion thereof be used to retire the mortgage debt, or shall terminate the ground or underlying lease, as the case may be; (iii) the damage is not fully covered, except for deductible amounts, by Landlord's insurance policies; or (iv) such damage occurs during the last twenty-four (24) months of the Lease Term.

10.3 Waiver of Statutory Provisions. The provisions of this Lease, including this Article 10, constitute an express agreement between Landlord and Tenant with respect to any and all damage to, or destruction of, all or any part of the Premises and any statute, regulation or case law of the State of Idaho with respect to termination rights arising from damage or destruction shall have no application to this Lease or any damage or destruction to all or any part of the Premises.

11. NONWAIVER

No waiver of any provision of this Lease shall be implied by any failure of Landlord to enforce any remedy on account of the violation of such provision, even if such violation shall continue or be repeated subsequently. Any waiver by Landlord of any provision of this Lease may only be in writing, and no express waiver shall affect any provision other than the one specified in such waiver and then only for the time and in the manner specifically stated in such waiver. No receipt of monies by Landlord from Tenant after the termination of this Lease shall in any way alter the length of the Lease Term.

12. CONDEMNATION

If the whole or any part of the Premises shall be taken by power of eminent domain or condemned by any competent authority for any public or quasi-public use or purpose, or if any adjacent property or street shall

: so taken or condemned, or reconfigured or vacated by such authority in such manner as to require the use, reconstruction or remodeling of any part of the Premises, or if Landlord shall grant a deed or other instrument in lieu of such taking by eminent domain or condemnation, Landlord shall have the option to terminate this Lease upon ninety (90) days' notice, provided such notice is given no later than one hundred eighty (180) days after the date of such taking, condemnation, reconfiguration, vacation, deed or other instrument. Landlord shall be entitled to receive the entire award or payment in connection with such taking.

13. ASSIGNMENT AND SUBLETTING

Tenant shall not, without the prior written consent of Landlord, which shall not be unreasonably withheld, assign or otherwise transfer this Lease or any interest hereunder, permit any assignment or other such foregoing transfer of this Lease or any interest hereunder by operation of law, sublet the Premises or any part thereof, or permit the use of the Premises by any persons other than Tenant and its employees. Regardless of any such assignment or sublease that is permitted by Landlord, Tenant shall remain primarily liable for the payment of the Base Rent and Additional Rent and for the performance of all the other terms of this Lease required to be performed by Tenant. Landlord may assign or transfer all or any portion of its interest in this Lease or the Premises in its sole discretion.

14. SURRENDER OF PREMISES AND REMOVAL OF TENANT'S PROPERTY

No act or thing done by Landlord or any agent or employee of Landlord during the Lease Term shall be deemed to constitute an acceptance by Landlord of a surrender of the Premises unless such intent is specifically acknowledged in a writing signed by Landlord. Upon the expiration of the Lease Term, or upon any earlier termination of this Lease, Tenant shall quit and surrender possession of the Premises to Landlord in as good order and condition as when Tenant took possession and as thereafter improved by Landlord and/or Tenant, reasonable wear and tear and repairs which are specifically made the responsibility of Landlord hereunder excepted. Upon such expiration or termination, Tenant shall remove from the Premises all debris and rubbish, such items of furniture, equipment, and cabling installed by or at the request of Tenant that is not contained in protective conduit or metal raceway, other articles of personal property owned by Tenant and any property Landlord requires Tenant to remove. Tenant shall repair at its own expense all damage to the Premises resulting from such removal. To the fullest extent permitted by applicable law, any unused portion of Tenant's Security Deposit may be applied to offset Landlord's costs set forth in the preceding sentence. In addition, if Tenant fails to remove Tenant's personal property from the Premises within 30 days after written notice, Landlord may (but shall not be obligated to) deem all or any part of Tenant's personal property to be abandoned, and title to Tenant's personal property shall be deemed to be immediately vested in Landlord with no obligation on the part of Landlord to compensate Tenant for such property.

15. HOLDING OVER

If Tenant holds over after the expiration of the Lease Term hereof, with or without the consent of Landlord, such tenancy shall be from month-to-month only, and Base Rent shall be payable at a monthly rate equal to 150% of the agreed upon Base Rent most recently in effect. Additional Rent responsibilities shall be as described in Section 4.1 of this Lease and due for the period immediately preceding the holdover. Such month-to-month tenancy shall be subject to every other term, covenant and agreement contained herein. Such holdover shall not constitute a renewal or extension of the Lease Term and Landlord expressly reserves the right to require Tenant to surrender possession of the Premises to Landlord as provided in this Lease upon the

18.1.4 Any failure of Tenant's participation in a credit card program authorized by Landlord and which shall allow Tenant's credit card transactions to be automatically deposited into a bank account designated by Landlord;

18.1.5 The entry of an order for relief with respect to Tenant or any guarantor of this Lease under any chapter of the Federal Bankruptcy Code, the dissolution or liquidation of Tenant or any guarantor of this Lease, the insolvency of Tenant or any guarantor of this Lease or the inability of Tenant or any guarantor of this Lease to pay its debts when due, or the appointment of a trustee or receiver to take possession of all or substantially all of Tenant's or any guarantor's assets or Tenant's interest under this Lease that is not discharged within thirty (30) days;

18.1.6 The failure of Tenant to execute any documents referenced in Article 16 or 17 within the time periods set forth in those Articles;

18.1.7 The merger or consolidation of Tenant without prior written consent of Landlord;

18.1.8 The failure of Tenant's ability to obtain and maintain available insurance coverage or limitation of liability provided by any applicable state or federal law or program dealing with or insurance protecting against damages from accidental discharges of petroleum from underground or above ground storage tanks and all connected piping and pumping systems as required under Section 9.2.5 Tenants Insurance; or

18.1.9 The failure of Tenant to obtain (through the completion of a credit application) and maintain credit with Brad Hall & Associates, Inc.

Any notice required under this Section 18.1 shall be in lieu of, and not in addition to, any notice required under current or future Idaho statutes.

18.2 Landlord Default. Landlord shall not be in default in the performance of any obligation required to be performed by Landlord under this Lease unless Landlord has failed to perform such obligation within thirty (30) days after the receipt of written notice to Landlord (and any mortgagee of whom Tenant has been notified) from Tenant specifying in detail Landlord's failure to perform; provided however, that if the nature of Landlord's obligation is such that more than thirty (30) days are required for its performance, then Landlord shall not be deemed in default if it commences such performance within such thirty (30) day period and thereafter diligently pursues the same to completion. Tenant agrees that, prior to commencing a legal action against Landlord for failure to cure such default as provided in the preceding sentence, any mortgagee which received notice of such default shall have an additional thirty (30) days to cure such default (unless such cure would take longer and such mortgagee has commenced such cure within said thirty (30) day period). Upon any such uncured default by Landlord and any mortgagee which received notice of such default, Tenant may exercise any of its rights provided in law or at equity; provided, however: (a) Tenant shall have no right to offset or abate rent in the event of any default by Landlord under this Lease, except to the extent offset rights are specifically provided to Tenant in this Lease; (b) Tenant shall have no right to terminate this Lease; (c) Tenant's rights and remedies hereunder shall be limited to the extent (i) Tenant has expressly waived in this Lease any of such rights or remedies and/or (ii) this Lease otherwise expressly limits Tenant's rights or remedies; and (d) Landlord will not be liable for any consequential damages.

e 'ration or other termination of this Lease. The provisions of this Article 15 shall not be deemed to limit or constitute a waiver of any other rights or remedies of Landlord provided herein or at law.

16. ESTOPPEL CERTIFICATES

Within ten (10) days following a request in writing by Landlord, Tenant shall execute and deliver to Landlord an estoppel certificate, in such form as may be required by Landlord or any prospective mortgagee or purchaser of the Premises, indicating therein any exceptions thereto that may exist at that time, and shall also contain any other information reasonably requested.

17. SUBORDINATION

This Lease is subject and subordinate to all present and future ground or underlying leases of the Premises and to the lien of any mortgages or trust deeds, now or hereafter in force against the Premises, if any, and to all renewals, extensions, modifications, consolidations and replacements thereof, and to all advances made or hereafter to be made upon the security of such mortgages or trust deeds, unless the holders of such mortgages or trust deeds, or the lessors under such ground lease or underlying leases, require in writing that this Lease be superior thereto. Tenant covenants and agrees to attorn, without any deductions or set-offs whatsoever, to the lender or holder of any mortgage or trust deed upon any foreclosure, to the purchaser upon any foreclosure sale, or to the lessor of a ground or underlying lease upon the termination thereof, as the case may be, if so requested to do so by such lender, purchaser or lessor, and to recognize such lender, purchaser or lessor as the lessor under this Lease. Tenant shall, within five (5) days of request by Landlord, execute such further instruments or assurances as Landlord may reasonably deem necessary to evidence or confirm such nment and/or the subordination or superiority of this Lease to any such mortgages, trust deeds, ground leases or underlying leases.

18. DEFAULTS; REMEDIES

18.1 Tenant Default. The occurrence of any of the following shall constitute a default of this Lease by Tenant:

18.1.1 Any failure by Tenant to pay any Rent or any other charge required to be paid under this Lease, or any part thereof, when due;

18.1.2 Any failure by Tenant (other than a failure pursuant to Section 18.1.1 or 18.1.5) to observe or perform any other provision, covenant or condition of this Lease to be observed or performed by Tenant where such failure continues for fifteen (15) days after written notice thereof from Landlord to Tenant; provided however, that if the nature of such default is such that the same cannot reasonably be cured within a fifteen (15)-day period, Tenant shall not be deemed to be in default if it diligently commences such cure within such period and thereafter diligently proceeds to rectify and cure said default as soon as possible;

18.1.3 Any failure by Tenant to purchase fuel from any source other than Brad Hall & Associates, Inc., unless authorized by Landlord in writing (such consent will not be unreasonably withheld, but shall only be granted in the event Tenant dispenses fuel from its own equipment (including tanks and pumps) and continues to sell a representative amount of fuel purchased from Brad Hall & Associates, Inc.);

1 LANDLORD REMEDIES

19.1 Landlord's Remedies. Upon any default, Landlord shall have the right without notice or demand (except as provided in Article 18) to pursue any of its rights and remedies at law or in equity, including, without limitation, any one or more of the following remedies:

19.1.1 Without terminating this Lease, re-enter and take possession of the Premises;

19.1.2 Without terminating this Lease, Landlord may relet the Premises as Landlord may see fit without thereby voiding or terminating this Lease, and for the purposes of such reletting, Landlord is authorized, at Tenant's expense, to make such repairs, redecorating, refurbishments or improvements to the Premises as may be necessary in the reasonable opinion of Landlord;

19.1.3 Terminate this Lease;

19.1.4 Remove and store, at Tenant's expense, all the property in the Premises using such lawful force as may be necessary;

19.1.5 Cure such event of default for Tenant at Tenant's expense;

19.1.6 Withhold or suspend payment of sums Landlord would otherwise be obligated to pay to Tenant under this Lease or any other agreement;

19.1.7 Require all future payments to be made by cashier's check, money order, or wire transfer after the first time any check is returned for insufficient funds, or the second time any sum due hereunder is more than five days late;

19.1.8 Apply any Security Deposit as permitted under this Lease; and/or

19.1.9 Recover such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable law, including any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of events would be likely to result therefrom.

19.2 Measure of Damages.

19.2.1 Calculation. If Landlord either terminates this Lease or terminates Tenant's right to possession of the Premises, Tenant shall immediately surrender and vacate the Premises and pay Landlord on demand: (a) all Rent accrued through the end of the month in which the termination becomes effective; (b) interest on all unpaid Rent from the date due at a rate equal to the lesser of 18% per annum or the highest interest rate permitted by applicable law; (c) all expenses reasonably incurred by Landlord in enforcing its rights and remedies under this Lease, including all reasonable legal expenses; (d) Costs of Reletting (defined below); and (e) all Landlord's Rental Damages (defined below). In the event that Landlord relets the Premises for an amount greater than the Rent due during the Term, Tenant shall not receive a credit for any such excess.

19.2.2 Definitions. "**Costs of Reletting**" shall include commercially reasonable costs, losses and expenses incurred by Landlord in reletting all or any portion of the Premises including, without limitation, the cost of removing and storing Tenant's furniture, trade fixtures, equipment, inventory, or other property,

file a copy of this Lease as a financing statement, as permitted under law. Tenant shall pay all costs (including attorneys' fees) associated with preparing and filing any financing statement.

19.5 Waiver of Default. No waiver by Landlord or Tenant of any violation or breach of any of the terms, provisions and covenants herein contained shall be deemed or construed to constitute a waiver of any other or later violation or breach of the same or any other of the terms, provisions, and covenants herein contained. Forbearance by Landlord in enforcement of one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default. The acceptance of any Rent hereunder by Landlord following the occurrence of any default, whether or not known to Landlord, shall not be deemed a waiver of any such default, except only a default in the payment of the Rent so accepted.

20. COVENANT OF QUIET ENJOYMENT

Landlord covenants that Tenant, on paying the Rent, charges for services and other payments herein reserved and on keeping, observing and performing all the other terms, covenants, conditions, provisions and agreements herein contained on the part of Tenant to be kept, observed and performed, shall, during the Lease Term, peaceably and quietly have, hold and enjoy the Premises subject to the terms, covenants, conditions, provisions and agreements hereof without interference by any persons lawfully claiming by or through Landlord. The foregoing covenant is in lieu of any other covenant express or implied.

21. SECURITY DEPOSIT

Concurrent with Tenant's execution of this Lease, Tenant shall deposit with Landlord a security deposit ("**Security Deposit**") in the amount set forth in Section 11 of the Summary. The Security Deposit shall be held by Landlord as security for the faithful performance by Tenant of all the terms, covenants, and conditions of this Lease to be kept and performed by Tenant during the Lease Term. If Tenant defaults with respect to any provisions of this Lease, Landlord may use, apply or retain all or any part of the Security Deposit for the payment of any Rent or any other sum in default, to cure Tenant's default hereunder, or to compensate Landlord for any other loss or damage that Landlord may suffer by reason of Tenant's default. If any portion of the Security Deposit is so used or applied, Tenant shall, within five (5) days after written demand therefor, deposit cash with Landlord in an amount sufficient to restore the Security Deposit to its original amount, and Tenant's failure to do so shall be a default under this Lease. Landlord shall return the Security Deposit (less any portion thereof used, applied or retained by Landlord as permitted herein) to Tenant within sixty (60) days following the expiration of the Lease Term. Tenant shall not be entitled to any interest on the Security Deposit. Tenant hereby waives the provisions of any applicable state statutes or laws, now or hereafter in force, that provide that Landlord may claim from a security deposit only those sums reasonably necessary to remedy defaults in the payment of rent, to repair damage caused by Tenant or to clean the Premises.

22. SIGNS

Premises Identification Signage. Tenant may pay for and install any signage that complies with the applicable governmental ordinances governing signs. Signs as used in this paragraph include freestanding signs, signs placed on the buildings on the Premises, and painting or lettering placed on the buildings on the Premises.

26.2 Remediation. Tenant shall, at its expense, monitor the Premises for the presence of Hazardous Materials or conditions which may reasonably give rise to Contamination (defined below) and promptly notify Landlord if it suspects Contamination in or around the Premises. Any remediation of Contamination caused by a Tenant Party or its contractors or invitees which is required by law or which is deemed necessary by Landlord, in Landlord's opinion, shall be performed by Landlord and Tenant shall reimburse Landlord for the cost thereof, plus a 5% administrative fee. Tenant shall be liable for, and shall indemnify, defend, protect and hold Landlord and the Landlord Indemnified Parties harmless from and against, any and all claims, damages, judgments, suits, causes of action, losses, liabilities and expenses, including testing, remediation and consultant and reasonable attorneys' fees and court costs, arising or resulting from (a) any Contamination on or about the Premises caused by Tenant or any Tenant Parties; or (b) any breach of this Article 26 by Tenant. Upon lease expiration, Tenant shall prepare an environmental audit, at Tenant's sole cost, and present it to Landlord for its review and acceptance or rejection. In the event said environmental audit is rejected, Tenant, at Tenant's sole cost shall correct the deficient areas to the satisfaction of Landlord.

26.3 Definitions. A "**Hazardous Material**" is any substance the presence of which requires, or may hereafter require, notification, investigation, or remediation under any laws or which is now or hereafter defined, listed, or regulated by any governmental authority as a "hazardous waste", "extremely hazardous waste", "solid waste", "toxic substance", "hazardous substance", "hazardous material" or "regulated substance", or otherwise regulated under any laws. "**Contamination**" means the existence or any release or disposal of a Hazardous Material or biological or organic contaminant, including any such contaminant which could adversely impact air quality, such as mold, fungi, or other bacterial agents, in, on, under, at, or from the Premises which may result in any liability, fine, use restriction, cost recovery lien, remediation requirement, or er government or private party action, or imposition affecting any Landlord Indemnified Party. For purposes or this Lease, claims arising from Contamination shall include diminution in value, restrictions on use, adverse impact on leasing space, and all costs of site investigation, remediation, removal, and restoration work, including response costs under CERCLA and similar statutes.

26.4 Environmental Plan of Operation. Prior to December 31 of each year during the Lease Term, Tenant shall complete and submit to Landlord in writing an Environmental Plan of Operation that addresses all environmental matters concerning the Premises and otherwise complies with laws of the state where Premises is located.

27. MISCELLANEOUS PROVISIONS

27.1 Binding Effect. Landlord has delivered a copy of this Lease to Tenant for Tenant's review only, and the delivery of it does not constitute an offer to Tenant or an option. This Lease shall not be effective against any party hereto until an original copy of this Lease has been signed by such party and delivered to the other party. An electronic or facsimile copy of the Lease shall be deemed an original for purposes of this Section 27.1. Each of the provisions of this Lease shall extend to and shall, as the case may require, bind or inure to the benefit not only of Landlord and of Tenant, but also of their respective successors or assigns, provided this clause shall not permit any assignment by Tenant contrary to the provisions of Article 13 of this Lease.

27.2 No Air Rights. No rights to any view or to light or air over any property, whether belonging to Landlord or any other person, are granted to Tenant by this Lease.

27.10 Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain services, labor, or materials or reasonable substitutes therefore, governmental actions, civil commotions, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform, except with respect to the obligations imposed with regard to Rent and other charges to be paid by Tenant pursuant to this Lease (collectively, the "**Force Majeure**"), notwithstanding anything to the contrary contained in this Lease, shall excuse the performance of such party for a period equal to any such prevention, delay or stoppage and, therefore, if this Lease specifies a time period for performance of an obligation of either party, that time period shall be extended by the period of any delay in such party's performance caused by a Force Majeure.

27.11 Notices. Any notice, demand or other communication given under the provisions of this Lease (collectively, "**Notices**") by either party to the other party shall be effective only if in writing and (a) personally served, (b) mailed by United States registered or certified mail, return receipt requested, postage prepaid, or (c) sent by a nationally recognized courier service (*e.g.*, Federal Express) for next-day delivery. Notices shall be directed to the parties at their respective addresses set forth in the Summary. In the event that a different address is furnished by either party to the other party in accordance with the procedures set forth in this Section 27.11, Notices shall thereafter be sent or delivered to the new address. Notices given in the foregoing manner shall be deemed given (a) when actually received or refused by the party to whom sent if delivered by carrier or personally served or (b) if mailed, on the day of actual delivery or refusal as shown by the addressee's registered or certified mail receipt. For purposes of this Section 27.11, a "**business day**" is Monday through Friday, excluding holidays observed by the United States Postal Service.

27.12 Joint and Several Liability. If more than one person or entity executes this Lease as Tenant: (a) each of them is and shall be jointly and severally liable for the covenants, conditions, provisions and agreements of this Lease to be kept, observed and performed by Tenant; and (b) the act or signature of, or notice from or to, any one or more of them with respect to this Lease shall be binding upon each and all of the persons and entities executing this Lease as Tenant with the same force and effect as if each and all of them had so acted or signed, or given or received such notice.

27.13 Attorneys' Fees. If either party commences litigation against the other for the specific performance of this Lease, for damages for the breach hereof or otherwise for enforcement of any remedy hereunder, the prevailing party shall be entitled to recover from the other party such costs and reasonable attorneys' fees as may have been incurred, including any and all costs incurred in enforcing, perfecting and executing such judgment.

27.14 Governing Law; Jurisdiction and Venue. This Lease and the rights and obligations of the parties shall be interpreted, construed, and enforced in accordance with the laws of the state of Idaho. All obligations under this Lease constitute personal and subject matter jurisdiction in Idaho and shall be constructed and enforced in accordance with the laws of the State of Idaho and venue at Bonneville County, Idaho.

27.15 Jury Trial Waiver. TENANT, TO THE FULL EXTENT PERMITTED BY LAW, HEREBY KNOWINGLY, INTENTIONALLY AND VOLUNTARILY, WITH AND UPON THE ADVICE OF COMPETENT COUNSEL, WAIVES, RELINQUISHES AND FOREVER FOREGOES THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, ARISING OUT OF, OR IN ANY WAY RELATING TO THIS LEASE OR ANY CONDUCT, ACT OR OMISSION OF LANDLORD, TENANT, OR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, PARTNERS, MEMBERS, EMPLOYEES, AGENTS OR ATTORNEYS, OR ANY OTHER PERSONS AFFILIATED WITH

27.3 Modification of Lease. Should any current or prospective mortgagee or ground lessor for the Premises require a modification or modifications of this Lease, which modification or modifications will not cause an increased cost or expense to Tenant or in any other way materially and adversely change the rights and obligations of Tenant hereunder, then and in such event, Tenant agrees that this Lease may be so modified and agrees to execute whatever documents are required therefor and deliver the same to Landlord within ten (10) days following the request therefor.

27.4 Transfer of Landlord's Interest. In the event Landlord transfers all or any portion of its interest in the Premises and/or in this Lease, Landlord shall automatically be released from all remaining liability under this Lease and Tenant agrees to look solely to such transferee for the performance of Landlord's obligations hereunder after the date of transfer.

27.5 Captions. The captions of Articles and Sections are for convenience only and shall not be deemed to limit, construe, affect or alter the meaning of such Articles and Sections.

27.6 Time of Essence. Time is of the essence of this Lease and each of its provisions.

27.7 Interpretation; Partial Invalidity. Each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law. If any term, provision or condition contained in this Lease shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, provision or condition to persons or circumstances other than those with respect to which it is invalid or unenforceable, shall not be affected thereby, and each and every other term, provision and condition of this Lease shall be valid and enforceable to the fullest extent possible permitted by law.

27.8 Landlord Exculpation. It is expressly understood and agreed that notwithstanding anything in this Lease to the contrary, and notwithstanding any applicable law to the contrary, the liability of Landlord hereunder (including any successor landlord) and any recourse by Tenant against Landlord shall be limited solely and exclusively to the interest of Landlord in Premises, and neither Landlord, nor any of its constituent partners, members, shareholders, officers, directors or employees shall have any personal liability therefore, and Tenant hereby expressly waives and releases such personal liability on behalf of itself and all persons claiming by, through or under Tenant.

27.9 Entire Agreement. It is understood and acknowledged that there are no oral agreements between the parties hereto affecting this Lease and this Lease supersedes and cancels any and all previous negotiations, arrangements, brochures, agreements and understandings, if any, between the parties hereto or displayed by Landlord to Tenant with respect to the subject matter thereof, and none thereof shall be used to interpret or construe this Lease. This Lease and any side letter or separate agreement executed by Landlord and Tenant in connection with this Lease and dated of even date herewith contain all of the terms, covenants, conditions, warranties and agreements of the parties relating in any manner to the rental, use and occupancy of the Premises. None of the terms, covenants, conditions or provisions of this Lease can be modified, deleted or added to except in writing signed by the parties hereto. Any deletion of language from this Lease prior to its execution by Landlord and Tenant shall not be construed to raise any presumption, canon of construction or implication, including, without limitation, any implication that the parties intended thereby to state the converse of the deleted language. The parties hereto acknowledge and agree that each has participated in the negotiation and drafting of this Lease; therefore, in the event of an ambiguity in, or dispute regarding the interpretation of, this Lease, the interpretation of this Lease shall not be resolved by any rule of interpretation providing for interpretation against the party who caused the uncertainty to exist or against the draftsman.

2 LATE CHARGES

If any installment of Rent or any other sum due from Tenant shall not be received by Landlord or Landlord's designee when said amount is due, then (i) Tenant shall pay to Landlord a late charge equal to ten percent (10%) of the amount due (but in no event shall such charge be in excess of the maximum amount permitted by applicable law) plus any attorneys' fees incurred by Landlord by reason of Tenant's failure to pay Rent and/or other charges when due hereunder, and (ii) such unpaid amounts shall thereafter bear interest until paid at a rate equal to the Prime Rate plus five percent (5%) per annum, provided that in no case shall such rate be higher than the highest rate permitted by applicable law. The late charge and interest shall be deemed Additional Rent and the right to require it shall be in addition to all of Landlord's other rights and remedies hereunder or at law and shall not be construed as liquidated damages or as limiting Landlord's remedies in any manner.

24. LANDLORD'S RIGHT TO CURE DEFAULT

All covenants and agreements to be kept or performed by Tenant under this Lease shall be performed by Tenant at Tenant's sole cost and expense and without any reduction of Rent. If Tenant shall fail to perform any of its obligations under this Lease, within a reasonable time after such performance is required by the terms of this Lease, Landlord may, but shall not be obligated to, after reasonable prior notice to Tenant, make any such payment or perform any such act on Tenant's part without waiving its right based upon any default of Tenant and without releasing Tenant from any obligations hereunder, in which event Tenant shall reimburse Landlord, upon demand, for the sums incurred by Landlord in connection therewith. Tenant's reimbursement obligations under this Article 24 shall survive the expiration or sooner termination of the Lease Term.

25. ENTRY BY LANDLORD

Landlord reserves the right at all reasonable times and upon reasonable notice to the Tenant to enter the Premises to (i) inspect them; (ii) show the Premises to prospective purchasers, mortgagees or tenants, or to the ground or underlying lessors; (iii) post or serve notices of nonresponsibility; or (iv) alter, improve or repair the Premises if necessary to comply with current building codes or other applicable laws, or for structural alterations, repairs or improvements to the Premises. Notwithstanding anything to the contrary contained in this Article 25, Landlord may enter the Premises at any time to (A) perform services required of Landlord; (B) take possession due to any breach of this Lease in the manner provided herein; (C) perform any covenants of Tenant which Tenant fails to perform; or (D) to address an emergency. Any such entries shall be without the abatement of Rent, shall not be deemed an unlawful entry, or an actual or constructive eviction, and shall include the right to take such reasonable steps as required to accomplish the stated purposes. Tenant hereby waives any claims for damages or for any injuries or inconvenience to or interference with Tenant's business, lost profits, any loss of occupancy or quiet enjoyment of the Premises, and any other loss occasioned thereby.

26. HAZARDOUS MATERIALS; ENVIRONMENTAL MATTERS

26.1 Restrictions. No Hazardous Material (defined below) shall be brought upon, used, kept, or disposed of in or about the Premises by any Tenant Parties or any of Tenant's transferees, contractors, agents or licensees without Landlord's prior written consent, which consent may be withheld in Landlord's sole and absolute discretion. Tenant's request for such consent shall include a representation and warranty by Tenant that the Hazardous Material in question (1) is necessary in the ordinary course of Tenant's business, and (2) [illegible] be used, kept, and disposed of in compliance with all laws.

NDLORD OR TENANT, IN EACH OF THE FOREGOING CASES, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE.

27.16 Recording. Tenant shall not record this Lease or any memorandum of lease.

27.17 Authority. Tenant covenants, warrants, and represents that each individual executing, attesting, and/or delivering this Lease on behalf of Tenant is authorized to do so on behalf of Tenant; this Lease is binding upon and enforceable against Tenant; and Tenant is duly organized and legally existing in the state of its organization or formation and is qualified to do business in the state in which the Premises are located.

27.18 Relationship. This Lease shall create only the relationship of landlord and tenant between the parties, and not a partnership, joint venture, or any other relationship.

27.19 Survival of Obligations. The expiration of the Lease Term, whether by lapse of time or otherwise, shall not relieve Tenant of any obligations which accrued prior to or which may continue to accrue after the expiration or early termination of this Lease. Those terms or provisions of this Lease which this Lease expressly states shall survive, or which by their context are clearly intended to survive, the expiration or earlier termination of this Lease, shall survive the expiration or earlier termination of this Lease.

27.20 Brokers. Landlord and Tenant hereby warrant to each other that they have had no dealings with any real estate broker or agent in connection with the negotiation of this Lease, and that they know of no real estate broker or agent who is entitled to a commission in connection with this Lease. Each party agrees to indemnify and defend the other party against and hold the other party harmless for, from and against any and all ims, demands, losses, liabilities, lawsuits, judgments, and costs and expenses (including without limitation reasonable attorneys' fees) with respect to any leasing commission or equivalent compensation alleged to be owing on account of the indemnifying party's dealings with any real estate broker or agent.

27.21 Transportation Management. Tenant shall fully comply with all present or future programs intended to manage parking, transportation or traffic in and around the Premises and in connection therewith, Tenant shall take responsible action for the transportation planning and management of all employees located at the Premises by working directly with Landlord, any governmental transportation management organization or any other transportation-related committees or entities.

27.22 Confidentiality. Tenant acknowledges that the content of this Lease and any related documents are confidential information. Tenant shall keep such confidential information strictly confidential and shall not disclose such confidential information to any person or entity other than Tenant's financial, legal, and space planning consultants.

27.23 Landlord Renovations. Tenant acknowledges that Landlord may, but shall not be obligated to, during the Lease Term renovate, improve, alter, or modify (collectively, the "**Renovations**") the Premises, including, without limitation, the parking facilities, common areas, systems and equipment, roof, and structural portions of the same. Tenant hereby agrees that such Renovations and Landlord's actions in connection with such Renovations shall in no way constitute a constructive eviction of Tenant nor entitle Tenant to any abatement of Rent. Landlord shall have no responsibility or for any reason be liable to Tenant for any direct or indirect injury to or interference with Tenant's business arising from the Renovations, and Tenant shall not be entitled to any compensation or damages from Landlord for loss of the use of the whole or any part of the emises or of Tenant's personal property or improvements resulting from the Renovations or Landlord's

iiring and/or demolishing the Premises, removing and/or replacing Tenant's signage and other fixtures, making the Premises ready for a new tenant, including the cost of advertising, commissions, architectural fees, legal fees, and leasehold improvements, and any allowances and/or concessions provided by Landlord. **"Landlord's Rental Damages"** shall mean the total Rent (including Additional Rent) which Landlord would have received under this Lease (had Tenant made all such Lease payments as required) for the remainder of the Term, or, if the Premises are relet, the actual rental value (not to be less than the Rent due during the Term), both discounted to present value at the Prime Rate (defined below) in effect upon the date of determination. For purposes hereof, the **"Prime Rate"** shall be the per annum interest rate publicly announced by a federally insured bank selected by Landlord in the state in which the Premises is located as such bank's prime or base rate.

19.3 Tenant Not Relieved from Liabilities. Unless expressly provided in this Lease, the repossession or re-entering of all or any part of the Premises shall not relieve Tenant of its liabilities and obligations under this Lease. In addition, Tenant shall not be relieved of its liabilities under this Lease, nor be entitled to any damages hereunder, based upon minor or immaterial errors in the exercise of Landlord's remedies. No right or remedy of Landlord shall be exclusive of any other right or remedy. Each right and remedy shall be cumulative and in addition to any other right and remedy now or subsequently available to Landlord at law or in equity. If Tenant fails to pay any amount when due hereunder (after the expiration of any applicable cure period), Landlord shall be entitled to receive interest on any unpaid item of Rent from the date initially due (without regard to any applicable grace period) at a rate equal to the rate set forth in Article 23 below. However, in no event shall the charges permitted under this Section 19.3 or elsewhere in this Lease, to the extent they are considered interest under applicable law, exceed the maximum lawful rate of interest. If any payment by Tenant of an amount deemed to be interest results in Tenant having paid any interest in excess of that permitted law, then it is the express intent of Landlord and Tenant that all the excess amounts collected by Landlord be credited against the other amounts owing by Tenant under this Lease. Receipt by Landlord of Tenant's keys to the Premises shall not constitute an acceptance or surrender of the Premises. Notwithstanding any other provision of this Lease to the contrary, Tenant shall hold the Landlord Indemnified Parties harmless from and indemnify and defend such parties against, all claims that arise out of or in connection with a breach of this Lease, specifically including any violation of applicable laws or Contamination (defined in Article 26) caused by Tenant.

19.4 Landlord's Lien. To secure Tenant's obligations under this Lease, Tenant grants Landlord a contractual security interest on all of Tenant's inventory, goods, consumer goods, and equipment now or hereafter situated in the Premises and all proceeds therefrom, including insurance proceeds (collectively, **"Collateral"**). No Collateral shall be removed from the Premises without Landlord's prior written consent until all of Tenant's obligations are fully satisfied (except in the ordinary course of business). Upon any event of default, Landlord may, to the fullest extent permitted by law and in addition to any other remedies provided herein, enter upon the Premises and take possession of any Collateral without being held liable for trespass or conversion, and sell the same at public or private sale, after giving Tenant at least ten days written notice (or more if required by law) of the time and place of such sale. Such notice may be sent with or without return receipt requested. Unless prohibited by law, any Landlord Indemnified Party may purchase any Collateral at such sale. Subject to applicable law, the proceeds from such sale, less Landlord's expenses, including reasonable attorneys' fees and other expenses, shall be credited against Tenant's obligations. Any surplus shall be paid to Tenant immediately (or as otherwise required by law) and any deficiency shall be paid by Tenant to Landlord upon demand. Upon Landlord's request, Tenant agrees to execute and deliver to Landlord for filing poses a financing statement sufficient to perfect the foregoing security interest. Tenant authorizes Landlord

ons in connection with such Renovations, or for any inconvenience or annoyance occasioned by such Renovations or Landlord's actions in connection with such Renovations.

27.24 Financial Statements. Upon ten (10) days prior written request from Landlord (which Landlord may make at any time during the Term but no more often that two (2) times in any calendar year), Tenant shall deliver to Landlord a certified current financial statement of Tenant and any guarantor of this Lease.

27.25 Excepted Rights. Landlord shall also have the right (but not the obligation) to temporarily close the Premises if Landlord reasonably determines that there is an imminent danger of significant damage to the Premises or of personal injury to Landlord's employees or the occupants of the Premises. The circumstances under which Landlord may temporarily close the Premises shall include, without limitation, electrical interruptions, hurricanes, terrorist activities and civil disturbances. A closure of the Premises under such circumstances shall not constitute a constructive eviction nor entitle Tenant to an abatement or reduction of rent payable hereunder.

27.26 Counterparts; Electronic Delivery. This Lease may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one document. Delivery of an executed copy of this Lease by telecopy or other means of electronic communication producing a printed copy will be deemed to be an execution and delivery of this Lease.

27.27 OFAC Compliance. For purposes of this Section 27.27, the term "**Affiliated Parties**" shall mean Tenant, any Guarantor hereunder, all persons and entities owning (directly or indirectly) an ownership interest in Tenant or Guarantor, and any and all subsidiaries, predecessors, agents and affiliates thereof. "**Blocked Parties**" mean any person or entity (A) that is itself or an Affiliated Party of an entity listed in the Annex to, or is otherwise subject to the provisions of, the September 24, 2001 Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism ("**Executive Order**"), (B) with whom a party is prohibited from dealing or otherwise engaging in any transaction by any Patriot Act Related Law (as defined below), (C) who commits, threatens or conspires to commit or support "terrorism" as defined in the Executive Order, (D) that is named as a "specially designated national and blocked person" on the most current list published by the U.S. Department of the Treasury, Office of Foreign Assets Control at its official website, http://www.ustreas.gov/offices/enforcement/ofac/ or at any replacement website or other replacement official publication of such list. The "**Patriot Act Related Laws**" are defined as any regulations of the Office of Foreign Asset Control ("**OFAC**") of the Department of the Treasury (including, but not limited to, OFAC's Specially Designated and Blocked Persons list) or any statute or executive order (including, but not limited to, the Executive Order) designed to limit commercial transactions with designated countries or individuals believed to be terrorists, narcotic dealers or otherwise engaged in activities contrary to the interests of the U.S., including, without limitation Title III of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Public Law 107-56), and the International Money Laundering Abatement and Financial Anti-Terrorism Act of 2001, as the same may be amended from time to time, and any other governmental law, rule or regulation implementing such laws or purposes. Tenant hereby represents and warrants that Tenant and all Affiliated Parties (i) have never been a Blocked Party, and (ii) have been and are currently in full compliance with all Patriot Act Related Laws. Tenant covenants that neither Tenant nor any of its Affiliated Parties will do any of the following: (i) conduct any business or engage in any transaction or deal with any Blocked Person, including the making or receiving of any contribution of funds, goods or services to or for the benefit of any Blocked Person, (ii) deal in, or otherwise engage in any transaction relating to, any property or interests in property blocked pursuant to the Executive Order, or (iii) engage in or conspire to engage in any transaction that

les or avoids, or has the purpose of evading or avoiding, or attempts to violate any of the prohibitions set forth in any Patriot Act Related Law. Tenant covenants and agrees to deliver to Landlord reasonable evidence of its compliance with the provisions of this Section 27.27. Tenant shall implement an internal methodology for ensuring compliance with the Patriot Act Related Laws and avoiding business transactions with Blocked Parties. If, at any time, any of the representations set forth above in this Section 27.27 becomes false or Tenant breaches any other provision of this Section 27.27, then it shall be considered a default under this Lease, which shall not be subject to any notice and/or cure period and Landlord shall have the immediate right to exercise its rights and remedies in the event of a default, including, but not limited to, termination of this Lease.

27.28 Guarantee. Those persons identified on the signature page of this Lease as Guarantors, jointly and severally, absolutely and unconditionally guarantee full, complete and timely payment and performance by Lessee of all of its duties and obligations under this Lease, including, but not limited to, the payment of Base Rent, Additional Rent, Insurance Expenses, Operating Expenses, Tax Expenses, and Utility Expenses and all other amounts that Tenant is obligated to pay under this Lease. This guaranty is a guaranty of payment and not of collection. In the event that (a) Landlord requires the services of an attorney in connection with enforcing this Guaranty (whether or not suit is brought), (b) suit is brought for the enforcement of this Guaranty or the exercise of rights and remedies afforded by this Guaranty, or (c) proceedings are held in bankruptcy, then the substantially prevailing party shall be entitled to a reasonable sum for attorney's and paralegal's fees, expenses and court costs, including those relating to any appeal.

27.29 Contingency. Notwithstanding anything in this Lease or the Summary to the contrary, this Lease shall not be effective prior to (i) Tenant receiving written notice from Landlord that Landlord (or affiliate) is the owner of the Premises and (ii) Landlord receiving the Security Deposit (the "Contingencies"). If the Contingencies are not satisfied within sixty (60) days after Tenant executes this Lease, Tenant may, at its option, terminate this Lease by giving written notice to Landlord. Upon receiving such notice, Landlord shall promptly return the Security Deposit. Landlord shall have no obligation under this Lease (other than to return the Security Deposit) if the Contingencies are not satisfied.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be executed the day and date first above written.

LANDLORD:

#2 Cody Wyoming Property, LLC
an Idaho limited liability company

By: _____
Name: Logan Hall
Its: Manager

TENANT:

Good 2 Go Stores, LLC
an Idaho limited liability company

*By: _____
Name: Logan Hall
Title: Manager

*By: _____
Name: _____
Title: _____

GUARANTORS:

_____

_____

***NOTE:**
Tenant shall deliver to Landlord evidence in a form reasonably acceptable to Landlord that the signatory(ies) is (are) authorized to execute this Agreement.

EXHIBIT A
LEGAL DESCRIPTION

Grandview Gardens Lots 70-K & the W. 23.77 of Lot 70-J

Parcel 1

A parcel of land located in Lots 70-K and 70-J of the Grand View Gardens, a subdivision in the City of Cody in Lot 70, T, 82 N., R. 102 W., 5th P.K., Park County, Wyoming, and said parcel of land being more particularly described by metes and bounds as follows:

Beginning at the Southwest Corner of said Lot 70-K, and thence proceeding N. 0°08' E. along the West Line of said Lot 70-K a distance of 209.7 feet, thence S. 59 °55'S. perpendicular to the West Line of said Lot 70-K a distance of 80.0 feet; thence W. 0°05'E. parallel to the West Line of said Lot 70-K a distance of 80.0 feet, thence S. 89°55'E. a distance of 76.0 feet, more or less to a point on the East Line of said Lot 70-K, and also being the West Line of said Lot 70-J, thence N. 0°05'E. along the said East Line of Lot 70-K, a distance of 669.3 feet, more or Less, to the Northeast Corner of said Lot 70-K and also being the Northwest Corner of said Lot 70-J, thence W. 79°55'E. along the North Line of said Lot 70-J a distance of 24.15 feet, thence S. 0°05'W. parallel to the West Line of said Lot 70-J a distance of 700.00 feet, more or less, to a point on the South Line of said Lot 70; thence S. 79°55'W. along the South Line of said Lots 70-K and 70-J a distance of 192.00 feet, more or less, to the point of beginning hereinbefore described, and said parcel of land containing 1.17 acres, more or less.

Parcel 2

A parcel of land, being part of Lot 70-K of the Grand View Gardens, a subdivision within the City of Cody in Lot 70, T. 52 N., R. 102W., 6th P.M., Park County, Wyoming, and said parcel of land being more particularly described by ,metes and bounds as follows:

Beginning at the Northwest Corner of said Lot 70-K, and thence proceeding S. 0°05'W., along the West Line of said Lot 70-K a distance of 491.3 feet; thence S. 89°55'E., perpendicular to the West Line of said Lot 70-K a distance of 80.0 feet; thence N. 0°05'E., parallel to the West Line of said Lot 70-K a distance of 50.0 feet; thence S. 89°55'E., a distance of 76.0 feet, more or less to a point on the East Line of said Lot 70-K; thence N. 0°05E., along the East Line of said Lot 70-K a distance of 469.3 feet, more or less, to the Northeast Corner of said Lot 70-K; thence S.79°55'W. along the North Line of said Lot 70-K a distance of 158.7 feet, more or less to the point of beginning hereinbefore described, and said parcel of land containing 1.72 acres, more or less.

WLD-28 (1/16)

License# 1114

RENEWAL OF LIQUOR LICENSE OR PERMIT APPLICATION

To be completed by the City, Town or County Clerk:

Date Filed With Clerk: 5 / 4 / 17

	Annual Fee	Prorated Fee
Basic Fee:	$ 1000.00	$.
Add'l Dispensing Room Fee:	$.	$.
Transfer Fee:	$.	
Total License Fee Collected	$.	$.
Publishing Fee Collected:	$ 21.00	
Publishing Direct Billed:	☐	

Advertising Dates (2 wks): 6/6/17 & 6/13/17

Hearing Date: 6/20/2017

LICENSE TERM: 08/01/2017

Through: 07/31/2018

A copy must be immediately forwarded to:
State of Wyoming Liquor Division
6601 Campstool Rd.
Cheyenne WY 82002-0110

Applicant: ANA ISLAS

Trade Name (dba): EL VAQUERO

Premise Address: 2425 BIG HORN AVENUE
Number & Street

CODY, WY 82414 PARK
City State Zip County

Mailing Address: 882 E 7TH ST LOT 7
Number & Street or P.O. Box

POWELL, WY 82435
City State Zip

Business Telephone Number: (307) 250-2058 Alex - 909 - 665 - 9247
Fax Number:
E-Mail Address: Ana - 307 271-1212

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.**

RESTAURANT

FILING IN

☒ CITY (TOWN) OF CODY

FILING AS (CHOOSE ONLY ONE)

☒ INDIVIDUAL ☐ LLC
☐ PARTNERSHIP ☐ LLP
☐ CORPORATION
☐ LTD PARTNERSHIP
☐ ASSOCIATION
☐ ORGANIZATION

TYPE OF LICENSE OR PERMIT
(CHOOSE ONLY ONE)

RETAIL LIQUOR LICENSE
- ☐ ON-PREMISE ONLY (BAR)
- ☐ OFF-PREMISE ONLY (PACKAGE STORE)
- ☐ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)

☑ RESTAURANT LIQUOR LICENSE
☐ RESORT LIQUOR LICENSE
☐ BAR AND GRILL
LIMITED RETAIL (CLUB)
- ☐ FRATERNAL CLUB
- ☐ VETERANS CLUB
- ☐ SOCIAL CLUB
- ☐ GOLF CLUB

☐ MICROBREWERY
☐ WINERY
☐ DISTILLERY SATELLITE
☐ WINERY SATELLITE
☐ COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT

To Assist the Liquor Division with scheduling inspections:

WHEN DO YOU OPERATE?

☐ NON-OPERATIONAL/PARKED
☑ FULL TIME (e.g. Jan through Dec)
☐ SEASONAL/PART-TIME

(specify months of operation)

from Monday to Saturday

DAYS OF WEEK (e.g. Mon through Sat)

HOURS OF OPERATION (e.g. 10a - 2a)

11 - to 3 5 to 8:30

Minimum Purchase Requirement:

RETAIL LICENSE HOLDERS:
Have you purchased **$2,000** in spirits, wines and/or malt beverages during the previous license term? ☐ YES ☐ NO

RESTAURANT, RESORT, CLUB, COUNTY MALT, OR BAR AND GRILL LICENSE HOLDERS:
Have you purchased **$500** in spirits, wines and/or malt beverages during the previous license term? ☑ YES ☐ NO
W.S.12-4-103(c)

1. DISPENSING ROOM DESCRIPTION WITH DIMENSIONS:

(a) Give a description with dimensions of the dispensing room and state where it is located within the building (e.g. 10 x 12 room in SE corner of building). If the building is not in existence, also provide an architect's drawing or suitable plans of the room and premises to be licensed: W.S. 12-4-102(a)(i)

7' X 8' ROOM ON EAST SIDE OF BLDG

(b) If **Winery** or **Microbrewery**, also list the manufacturing facility.(e.g. MFG: 10' X 12' room in SW portion of bldg.) **MFG:**

(c) Do you have an additional dispensing room? ☐ YES ☑ NO If yes, provide description and location:

(d) Provide the legal description and the zoning of the site where the applicant will conduct business:
W1/2, E1/2, SE1/4, SW1/4, SEC 28, T53N, R101W, 6TH P.M., PARK COUNTY WYOMING, ZONED D-3

2. Have there been any changes in the physical location of the dispensing room since the last application was filed?
☐ YES If YES, please submit a drawing of the new dispensing room.
☑ NO

(a) Do you anticipate any changes in the next twelve (12) months?
☐ YES If YES, please submit a drawing of the new dispensing room.
☑ NO

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

(1) **OWN** the building in which sales room is located? ☑ YES (own)
(2) **LEASE** the building in which sales room is located? ☐ YES (lease)
(A) **DATE** lease expires _____ located on page_____paragraph_____of lease document.
(B) Provision for **SALE** of alcoholic or malt beverages located on page_____paragraph_____of lease.

NOTE: Please submit a copy of the lease with the application. W.S. 12-2-103(a)(iii) requires the lease be valid THROUGH the TERM OF THE LICENSE and MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.

WLD-28 (1/16)

4. Restaurant and Bar and Grill Liquor License Holders Only:

(a) Gross sales figures and percentages of income derived from: W.S.12-4-408(b) (Line 1 + Line 2 must = Line 3)

(Line 1) Liquor Sales: $ 6464.88 (7 % %)
(Line 2) Food Sales: $ 85574.34 (93 % %)
(Line 3) Gross Sales: $ 92039.22 (100 %)

(b) Did you attach a copy of your valid food service permit to this application. W.S.12-4-407(a), W.S.12-4-413(a) ☑ YES ☐ NO

5. Microbrewery License Holders Only:

(a) Did you produce over 50 barrels (1,550 gallons) but less than 50,000 barrels (1,550,000 gallons) during the previous license term? W.S.12-1-101(a)(xix) ☐ YES ☐ NO

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

(c) Do you distribute your own products through an existing malt beverage wholesaler? W.S. 12-2-201(g)(i) (Requires additional licensing with the Liquor Division) ☐ YES ☐ NO

6. Social Club License Holders Only:

(a) Have you filed a detailed statement of your activities during the year with an itemized statement of amounts expended? W.S. 12-1-101(a)(ii)(E) ☐ YES ☐ NO

7. If the applicant is filing as an Individual or Partnership or as a Club:

Each individual or partner or officer must complete this section.

True and Correct Name	Date of Birth	*DONOT LIST PO BOXES* Residence Address No. & Street City, State & Zip	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?
Ana M. Islas				YES ☑ NO ☐	YES ☐ NO ☑	YES ☐ NO ☑
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

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

8. If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership:

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 this section.

True and Correct Name	Date of Birth	*DONOT LIST PO BOXES* Residence Address No. & Street City, State & Zip	Residence Phone Number	No. of Years in Corp or LLC	% of Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐

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

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)
COUNTY OF Park *SS.*)

Before Me, Annalea Avery, *(specify)*
(Printed name of Notary or other officer authorized to administer oaths)

a Notary Public, Officer authorized to administer oaths in and for Park *County, State of Wyoming, personally appeared*

Ana Islas *name he/she being first duly sworn*
(Insert Names)

by me upon his oath, says that the facts alleged in the foregoing instrument are true.

(Seal)

ANNALEA AVERY NOTARY PUBLIC
COUNTY OF PARK STATE OF WYOMING
MY COMMISSION EXPIRES MAY 20, 2020

1. Ana M. Islas
2.
3.
4.

My Commission expires: May 20, 2020

Witness my hand and official seal:

(Notary Public or other officer authorized to administer oaths)

Title Notary

Dated: 5 / 4 / 17

FOR LIQUOR DIVISION USE ONLY		
Reviewer	Initials	Date
Agent:		
Chief:		
Acct.:		

WDA-17A
04/2k

WYOMING DEPARTMENT OF AGRICULTURE

CHEYENNE, WYOMING 82002

RECEIPT NUMBER
FD 056973

FOOD LICENSE

Account # 13622/13622-1

Whereas this party has made application for the licenses listed below in the State of Wyoming according to the law and agrees to comply with all laws, rules and regulations thereto, including the payment of all required fees, there is hereby issued to the applicant this license.
This license is not transferable and, unless revoked, shall expire on the date indicated below.

EL VAQUERO
2425 BIG HORN AVE
CODY, WY 82414

Expiration Date: 6/18/2017

Director of Agriculture

Equal Opportunity in Employment and Services

2

- Cody 2005 I-23
- E-198 Voting Districts 1999
- Cody 2004 G-200
- Cody C-197 Lee Graham
- Cody 2009 J-175
- CHI Industiral Park C-170
- H-169
- Cody 2005 I-23
- Fair Acres West F-65

1 Parcel(s) Zoc

- Pidn: 05530102834105
- Account: R0009879 Property Det
- Account: R0009879 Property Tax
- Owner: ISLAS, ANA M. & BENAV SALVADOR
- Mail Addr: 2425 BIG HORN AVE
- Mail Addr: CODY, WY 82414
- St Addr: 2425 BIG HORN AVE
- Deed: 2016 QC 6557, 12/23/201
- Location: A TR. 100' X 190' IN SI W/2E/2SE/4SW/4 SEC. 28 T53...
- Type: Commercial
- Area: 0.43 acres, 18,853 square

WLD-28 (1/16) License# 410

RENEWAL OF LIQUOR LICENSE OR PERMIT APPLICATION

To be completed by the City, Town or County Clerk:

Date Filed With Clerk: 4 / 18 / 17

	Annual Fee	Prorated Fee
Basic Fee:	$ 1500.00	$.
Add'l Dispensing Room Fee:	$.	$.
Transfer Fee:	$.	
Total License Fee Collected	$.	$.
Publishing Fee Collected:	$ 21.00	
Publishing Direct Billed:	☐	

Advertising Dates (2 wks): 6/6/17 & 6/13/17

Hearing Date: 6/20/2017

LICENSE TERM: 08/01/2017

Through: 07/31/2018

A copy must be immediately forwarded to:
State of Wyoming Liquor Division
6601 Campstool Rd.
Cheyenne WY 82002-0110

Applicant: JAMES L BASSETT 2008 REV LIV TRUST

Trade Name (dba): 3-H LIQUORS

Premise Address: 1907 BIG HORN AVENUE
Number & Street

CODY, WY 82414 PARK
City State Zip County

Mailing Address: 1907 BIG HORN AVENUE
Number & Street or P.O. Box

CODY, WY 82414
City State Zip

Business Telephone Number: (307) 587-3661
Fax Number:
E-Mail Address:

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.**

BAR AND PACKAGE STORE (FULL RETAIL)

FILING IN

☒ CITY (TOWN) OF CODY

FILING AS (CHOOSE ONLY ONE)

☑ INDIVIDUAL ☐ LLC
☐ PARTNERSHIP ☐ LLP
☐ CORPORATION
☐ LTD PARTNERSHIP
☐ ASSOCIATION
☐ ORGANIZATION

TYPE OF LICENSE OR PERMIT
(CHOOSE ONLY ONE)

RETAIL LIQUOR LICENSE
- ☐ ON-PREMISE ONLY (BAR)
- ☐ OFF-PREMISE ONLY (PACKAGE STORE)
- ☒ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)

☐ RESTAURANT LIQUOR LICENSE
☐ RESORT LIQUOR LICENSE
☐ BAR AND GRILL
LIMITED RETAIL (CLUB)
- ☐ FRATERNAL CLUB
- ☐ VETERANS CLUB
- ☐ SOCIAL CLUB
- ☐ GOLF CLUB

☐ MICROBREWERY
☐ WINERY
☐ DISTILLERY SATELLITE
☐ WINERY SATELLITE
☐ COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT

To Assist the Liquor Division with scheduling inspections:

WHEN DO YOU OPERATE?

☐ NON-OPERATIONAL/PARKED
☒ FULL TIME (e.g. Jan through Dec)
☐ SEASONAL/PART-TIME

(specify months of operation)

from JAN to Dec

DAYS OF WEEK (e.g. Mon through Sat)
Mon THROUGH Sun.

HOURS OF OPERATION (e.g. 10a - 2a)
6 AM - 2 AM

Minimum Purchase Requirement:

RETAIL LICENSE HOLDERS:
Have you purchased **$2,000** in spirits, wines and/or malt beverages during the previous license term? ☒ YES ☐ NO

RESTAURANT, RESORT, CLUB, COUNTY MALT, OR BAR AND GRILL LICENSE HOLDERS:
Have you purchased **$500** in spirits, wines and/or malt beverages during the previous license term? ☐ YES ☐ NO
W.S.12-4-103(c)

1. DISPENSING ROOM DESCRIPTION WITH DIMENSIONS:

(a) Give a description with dimensions of the dispensing room and state where it is located within the building (e.g. 10 x 12 room in SE corner of building). If the building is not in existence, also provide an architect's drawing or suitable plans of the room and premises to be licensed: W.S. 12-4-102(a)(i)
27' X 27' ROOM IN MIDDLE OF BLDG

(b) If **Winery** or **Microbrewery**, also list the manufacturing facility.(e.g. MFG: 10' X 12' room in SW portion of bldg.) **MFG:**

(c) Do you have an additional dispensing room? ☐ YES ☒ NO If yes, provide description and location:

(d) Provide the legal description and the zoning of the site where the applicant will conduct business:
LOT 6, YTEX ADDITION, TRACTS 40 & 41, T53N, R101W, 6TH P.M., PARK COUNTY, WY, COMMERCIAL D3

2. Have there been any changes in the physical location of the dispensing room since the last application was filed?
☐ YES If YES, please submit a drawing of the new dispensing room.
☒ NO

(a) Do you anticipate any changes in the next twelve (12) months?
☐ YES If YES, please submit a drawing of the new dispensing room.
☒ NO

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

(1) **OWN** the building in which sales room is located? ☒ YES (own)
(2) **LEASE** the building in which sales room is located? ☐ YES (lease)
(A) **DATE** lease expires _____ located on page_____paragraph_____of lease document.
(B) Provision for **SALE** of alcoholic or malt beverages located on page_____paragraph_____of lease.

NOTE: Please submit a copy of the lease with the application. W.S. 12-2-103(a)(iii) requires the lease be valid THROUGH the TERM OF THE LICENSE and MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.

4. Restaurant and Bar and Grill Liquor License Holders Only:

(a) Gross sales figures and percentages of income derived from: W.S.12-4-408(b) (Line 1 + Line 2 must = Line 3)

(Line 1) Liquor Sales: $_____(_____%)
(Line 2) Food Sales: $_____(_____%)
(Line 3) Gross Sales: $_____(_____%)

(b) Did you attach a copy of your valid food service permit to this application. W.S.12-4-407(a), W.S.12-4-413(a) ☐ YES ☐ NO

5. Microbrewery License Holders Only:

(a) Did you produce over 50 barrels (1,550 gallons) but less than 50,000 barrels (1,550,000 gallons) during the previous license term? W.S.12-1-101(a)(xix) ☐ YES ☐ NO

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

(c) Do you distribute your own products through an existing malt beverage wholesaler? W.S. 12-2-201(g)(i) (Requires additional licensing with the Liquor Division) ☐ YES ☐ NO

6. Social Club License Holders Only:

(a) Have you filed a detailed statement of your activities during the year with an itemized statement of amounts expended? W.S. 12-1-101(a)(ii)(E) ☐ YES ☐ NO

7. If the applicant is filing as an Individual or Partnership or as a Club:

Each individual or partner or officer must complete this section.

True and Correct Name	Date of Birth	*DONOT LIST PO BOXES* Residence Address No. & Street City, State & Zip	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?
James L. Bassett				YES ☒ NO ☐	YES ☐ NO ☒	YES ☒ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

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

8. If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership:

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 this section.

True and Correct Name	Date of Birth	*DONOT LIST PO BOXES* Residence Address No. & Street City, State & Zip	Residence Phone Number	No. of Years in Corp or LLC	% of Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐

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

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 *)*

Before Me, Annalea Avery *, (specify)*
(Printed name of Notary or other officer authorized to administer oaths)

a Notary Public, Officer authorized to administer oaths in and for Park *County, State of Wyoming, personally appeared* James L Bassett *name he/she being first duly sworn*
(Insert Names)

by me upon his oath, says that the facts alleged in the foregoing instrument are true.

(Seal)

ANNALEA AVERY NOTARY PUBLIC
COUNTY OF PARK STATE OF WYOMING
MY COMMISSION EXPIRES MAY 20, 2020

1. James L. Bassett
2. _____
3. _____
4. _____

My Commission expires: May 20, 2020

Witness my hand and official seal:

_____
(Notary Public or other officer authorized to administer oaths)

Title Notary

Dated: 4 / 18 / 17

FOR LIQUOR DIVISION USE ONLY		
Reviewer	Initials	Date
Agent:		
Chief:		
Acct.:		

WLD-28 (1/16) License# 367

RENEWAL OF LIQUOR LICENSE OR PERMIT APPLICATION

To be completed by the City, Town or County Clerk:

Date Filed With Clerk: 4 / 19 / 17

	Annual Fee	Prorated Fee
Basic Fee:	$ 1000.00	$ ____
Add'l Dispensing Room Fee:	$ ____	$ ____
Transfer Fee:	$ ____	
Total License Fee Collected	$ ____	$ ____
Publishing Fee Collected:	$ 21.00	
Publishing Direct Billed:	☐	

Advertising Dates (2 wks): 6/6/17 & 6/13/17

Hearing Date: 6/20/2017

LICENSE TERM: 08/01/2017

Through: 07/31/2018

A copy must be immediately forwarded to:
State of Wyoming Liquor Division
6601 Campstool Rd.
Cheyenne WY 82002-0110

Applicant: JUNE BUG LLC

Trade Name (dba): BUBBA'S BAR-B-QUE RESTAURANT

Premise Address: 512 YELLOWSTONE AVENUE
Number & Street

CODY, WY 82414 PARK
City State Zip County

Mailing Address: 1325 MEADOWLANE AVENUE
Number & Street or P.O. Box

CODY, WY 82414
City State Zip

Business Telephone Number: (307) 578-8542
Fax Number:
E-Mail Address: dbwiegand@bresnan.net

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.**

RESTAURANT

FILING IN

☒ CITY (TOWN) OF CODY

FILING AS (CHOOSE ONLY ONE)

☐ INDIVIDUAL ☒ LLC
☐ PARTNERSHIP ☐ LLP
☐ CORPORATION
☐ LTD PARTNERSHIP
☐ ASSOCIATION
☐ ORGANIZATION

TYPE OF LICENSE OR PERMIT
(CHOOSE ONLY ONE)

RETAIL LIQUOR LICENSE
- ☐ ON-PREMISE ONLY (BAR)
- ☐ OFF-PREMISE ONLY (PACKAGE STORE)
- ☐ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)

☒ RESTAURANT LIQUOR LICENSE
☐ RESORT LIQUOR LICENSE
☐ BAR AND GRILL
LIMITED RETAIL (CLUB)
- ☐ FRATERNAL CLUB
- ☐ VETERANS CLUB
- ☐ SOCIAL CLUB
- ☐ GOLF CLUB

☐ MICROBREWERY
☐ WINERY
☐ DISTILLERY SATELLITE
☐ WINERY SATELLITE
☐ COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT

To Assist the Liquor Division with scheduling inspections:

WHEN DO YOU OPERATE?

☐ NON-OPERATIONAL/PARKED
☒ FULL TIME (e.g. Jan through Dec)
☐ SEASONAL/PART-TIME

(specify months of operation)

from _____ to _____

DAYS OF WEEK (e.g. Mon through Sat) M-Sunday

HOURS OF OPERATION (e.g. 10a - 2a) 7am to 8/10pm

Minimum Purchase Requirement:

RETAIL LICENSE HOLDERS:
Have you purchased **$2,000** in spirits, wines and/or malt beverages during the previous license term? ☐ YES ☐ NO

RESTAURANT, RESORT, CLUB, COUNTY MALT, OR BAR AND GRILL LICENSE HOLDERS:
Have you purchased **$500** in spirits, wines and/or malt beverages during the previous license term? ☒ YES ☐ NO
W.S.12-4-103(c)

1. DISPENSING ROOM DESCRIPTION WITH DIMENSIONS:
   (a) Give a description with dimensions of the dispensing room and state where it is located within the building (e.g. 10 x 12 room in SE corner of building). If the building is not in existence, also provide an architect's drawing or suitable plans of the room and premises to be licensed: W.S. 12-4-102(a)(i)
   5' X 8' ROOM IN SOUTH PORTION OF BLDG
   (b) If **Winery** or **Microbrewery**, also list the manufacturing facility.(e.g. MFG: 10' X 12' room in SW portion of bldg.) **MFG:**
   (c) Do you have an additional dispensing room? ☐ YES ☒ NO If yes, provide description and location:
   (d) Provide the legal description and the zoning of the site where the applicant will conduct business:
   PARCEL IN NW1/4, LOT 4 OF SEC 1, T52N, R102W, 6TH P.M., PARK COUNTY, WY
2. Have there been any changes in the physical location of the dispensing room since the last application was filed?
   ☐ YES If YES, please submit a drawing of the new dispensing room.
   ☒ NO
   (a) Do you anticipate any changes in the next twelve (12) months?
   ☐ YES If YES, please submit a drawing of the new dispensing room.
   ☒ NO
3. **BUILDING OWNERSHIP:** Does the applicant? W.S. 12-4-103 (a) (iii):
   (1) **OWN** the building in which sales room is located? ☐ YES (own)
   (2) **LEASE** the building in which sales room is located? ☒ YES (lease)
   (A) **DATE** lease expires 8-2-2021 located on page 2 paragraph 3.1 of lease document.
   (B) Provision for **SALE** of alcoholic or malt beverages located on page 2 paragraph 3.2 of lease.

NOTE: Please submit a copy of the lease with the application. W.S. 12-2-103(a)(iii) requires the lease be valid THROUGH the TERM OF THE LICENSE and MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.

4. Restaurant and Bar and Grill Liquor License Holders Only:

(a) Gross sales figures and percentages of income derived from: W.S.12-4-408(b) (Line 1 + Line 2 must = Line 3)

(Line 1) Liquor Sales: $ 55323 (3.84 %)
(Line 2) Food Sales: $ 1383976 (96.16 %)
(Line 3) Gross Sales: $ 1439299 (100 %)

(b) Did you attach a copy of your valid food service permit to this application. W.S.12-4-407(a), W.S.12-4-413(a) ☒ YES ☐ NO

5. Microbrewery License Holders Only:

(a) Did you produce over 50 barrels (1,550 gallons) but less than 50,000 barrels (1,550,000 gallons) during the previous license term? W.S.12-1-101(a)(xix) ☐ YES ☐ NO

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

(c) Do you distribute your own products through an existing malt beverage wholesaler? W.S. 12-2-201(g)(i) (Requires additional licensing with the Liquor Division) ☐ YES ☐ NO

6. Social Club License Holders Only:

(a) Have you filed a detailed statement of your activities during the year with an itemized statement of amounts expended? W.S. 12-1-101(a)(ii)(E) ☐ YES ☐ NO

7. If the applicant is filing as an Individual or Partnership or as a Club:

Each individual or partner or officer must complete this section.

True and Correct Name	Date of Birth	*DONOT LIST PO BOXES* Residence Address No. & Street City, State & Zip	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 ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

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

8. If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership:

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 this section.

True and Correct Name	Date of Birth	*DONOT LIST PO BOXES* Residence Address No. & Street City, State & Zip	Residence Phone Number	No. of Years in Corp or LLC	% of Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Denise Wiegand				5+	50	YES ☐ NO ☒	YES ☐ NO ☒
Brian Wiegand				5+	50	YES ☐ NO ☒	YES ☐ NO ☒
						YES ☐ NO ☐	YES ☐ NO ☐

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

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 *)*

Before Me, Anne L. Clark *, (specify)*
(Printed name of Notary or other officer authorized to administer oaths)

a Notary Public, Officer authorized to administer oaths in and for Park *County, State of Wyoming, personally appeared* Denise Wiegand *(Insert Names) name he/she being first duly sworn by me upon his oath, says that the facts alleged in the foregoing instrument are true.*

(Seal) ANNE L. CLARK COUNTY OF PARK STATE OF WYOMING MY COMMISSION EXPIRES JUNE 23, 2018

1. _____
2. _____
3. _____
4. _____

My Commission expires: June 23, 2018

Witness my hand and official seal:

_____
(Notary Public or other officer authorized to administer oaths)

Title Mad Filler

Dated: 04 / 19 / 2017

FOR LIQUOR DIVISION USE ONLY		
Reviewer	Initials	Date
Agent:		
Chief:		
Acct.:		

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into as of the 7th day of ~~August~~ July, 2011, between Michael Thomas and Sarah E. Thomas, husband and wife ("Thomas"), and June Bug, LLC, a Wyoming limited liability company ("June Bug").

WITNESSETH:

WHEREAS, Thomas is the sole owner of THE PREMISES described herein and desires to lease THE PREMISES to a suitable Lessee; and

WHEREAS, June Bug desires to lease THE PREMISES for use as a restaurant, including the sale of alcohol and malt beverages; and

WHEREAS, the parties desire to enter into a lease agreement defining the rights, duties and liabilities relating to THE PREMISES and the responsibilities between the parties.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

SECTION ONE: DEFINITIONS

1.1 As used in this Lease Agreement:

a) "THIS AGREEMENT" or "THE AGREEMENT" shall be used to refer to this Lease Agreement;

b) "THE BUILDING" shall be used to refer to the building located at 512 Yellowstone Avenue, in the City of Cody, State of Wyoming;

c) "RENOVATION ACTIVITIES" shall be used to refer to all unnecessary alterations, betterments, improvements, additions, renovations and reconstruction of or to THE PREMISES, or any part thereof, of any kind or nature whatsoever;

d) "LEASE YEAR" or similar words shall be used to refer to a period of twelve (12) full consecutive calendar months;

e) "June Bug" shall be used to refer to the person or entity desiring to lease THE PREMISES.

f) "Thomas" shall be used to refer to the persons leasing THE PREMISES, in this case, Mike Thomas and Sarah Thomas;

g) "NECESSARY REPAIRS" shall be used to refer to all necessary replacements and alterations; and

h) "THE PREMISES" shall be used to refer to the building and surrounding property located at 512 Yellowstone Avenue, Cody, WY 82414, as more particularly described in Section 2.1 below.

SECTION TWO: SUBJECT AND PURPOSE

2.1 Thomas leases THE PREMISES more particularly described on Exhibit "A" hereto.

2.2 THE PREMISES shall be used and occupied only as a restaurant, including the sale of alcohol and malt beverages which is hereby specifically authorized in accordance with June Bug's liquor license. THE PREMISES shall be used for no other purpose without the written consent of Thomas and if, in the opinion of Thomas, THE PREMISES, or any part thereof, are not being used in the usual and legitimate manner in the conduct of such business, Thomas may give June Bug written notice requiring June Bug to terminate such improper use within three (3) days thereafter. A failure to comply with such request shall constitute a breach of THIS AGREEMENT.

SECTION THREE: TERM AND RENT

3.1 Thomas leases THE PREMISES for a term of ten (10) years, commencing August 3, 2011 and terminating on August 2, 2021, or sooner as provided herein, at the monthly rental amount for the first LEASE YEAR of Five Thousand Dollars ($5,000.00) per month (the "BASIC RENT"). The first LEASE YEAR shall commence upon the later of either the issuance of a City of Cody liquor license to June Bug or on August 3, 2011, and end one year thereafter, with the first month's rent being prorated to the date of occupancy and paid on August 3, 2011. All subsequent lease payments required herein are payable in advance on the first day of each month during the term of THIS AGREEMENT or any renewal thereof.

3.2 Upon expiration of THIS AGREEMENT, subject to and upon the terms and conditions contained herein, June Bug may renew THIS AGREEMENT for two additional terms of five (5) years each.

IN WITNESS WHEREOF, the parties have executed THIS AGREEMENT at Cody, Wyoming, the day and year first above written.

Michael Thomas

Sarah E. Thomas

June Bug, LLC

Brian Wiegand

Denise Wiegand

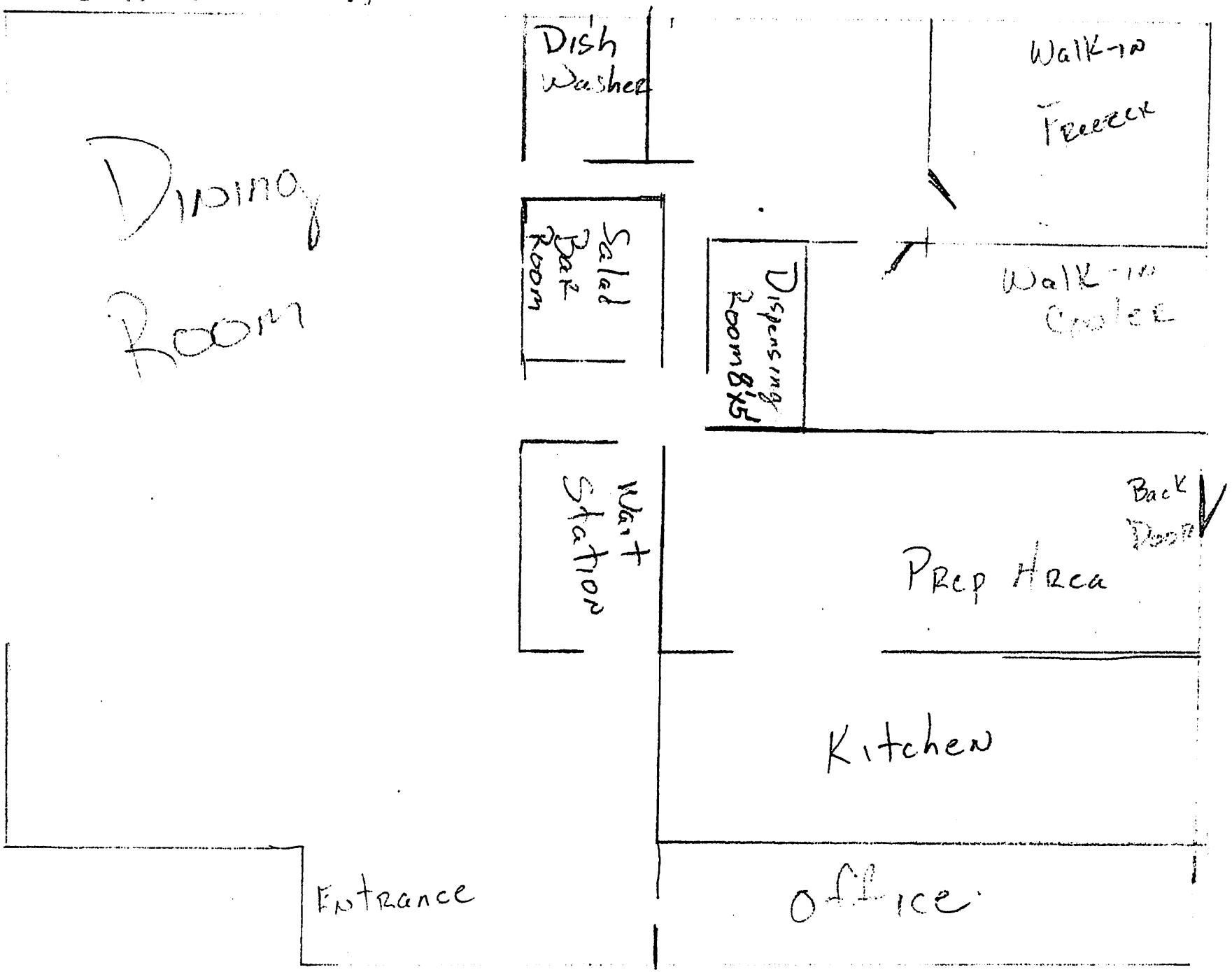
The undersigned hereby personally guarantee that June Bug will perform all covenants, terms, conditions and promises contained in THIS AGREEMENT, including the payment of all monies required herein. Thomas shall have the right to require the performance of the personal guarantor in place of the performance of June Bug without first having requested such performance by June Bug.

Brian Wiegand 7-7-11 Date

Denise Wiegand 7-7-11 Date

MCB/rs
G:\TRANSACTIONAL\Q-Z\June Bug, Brian and Denise\l lease agreement.doc

Bubba's Dar-D-Lose
512 Yellowstone Ave.



Issued by:

WYOMING DEPARTMENT OF AGRICULTURE
CONSUMER HEALTH SERVCIES
2219 CAREY AVE
CHEYENNE, WY 82002

EQUAL OPPORTUNITY IN EMPLOYMENT AND SERVICES

Retail Food

ACCOUNT # 2891

Whereas this party has made application for the licenses listed below in the State of Wyoming according to the law and agrees to comply with all laws, rules and regulations thereto, including the payment of all required fees, there is hereby issued to the applicant this license. This license is not transferable and, unless revoked, shall expire on the date indicated below.

Issued to:

EXPIRATION DATE: 8/3/2017

BUBBA'S BAR-B-QUE
512 YELLOWSTONE AVE
CODY, WY 82414

BRIAN & DENISE WIEGAND
JUNE BUG, LLC
1325 MEADOWLANE AVENUE
CODY, WY 82414

5-2-17

We will not be needing a liquor license any more, since our restaurant will be closing. in July

Thanks
Norma

Antonio Jurado

Norma Jurado

RENEWAL OF LIQUOR LICENSE OR PERMIT APPLICATION

To be completed by the City, Town or County Clerk:

Date Filed With Clerk: 5 / 1 / 17

	Annual Fee	Prorated Fee
Basic Fee:	$ 1000.00	$ ____
Add'l Dispensing Room Fee:	$ ____	$ ____
Transfer Fee:	$ ____	
Total License Fee Collected	$ ____	$ ____
Publishing Fee Collected:	$ 21.00	
Publishing Direct Billed:	☐	

Advertising Dates (2 wks): 6/6/17 & 6/13/17

Hearing Date: 6/20/2017

LICENSE TERM: 08/01/2017

Through: 07/31/2018

A copy must be immediately forwarded to:
State of Wyoming Liquor Division
6601 Campstool Rd.
Cheyenne WY 82002-0110

Applicant: KABISA ENTERPRISES LLC

Trade Name (dba): LOCAL (THE)

Premise Address: 1134 13TH STREET
Number & Street

CODY, WY 82414 PARK
City State Zip County

Mailing Address: PO BOX 427
Number & Street or P.O. Box

CODY, WY 82414
City State Zip

Business Telephone Number: (307) 587-3213
Fax Number:
E-Mail Address: faithmodel@yahoo.com

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.**

RESTAURANT

FILING IN

☒ CITY (TOWN) OF CODY

FILING AS (CHOOSE ONLY ONE)

☐ INDIVIDUAL ☒ LLC
☐ PARTNERSHIP ☐ LLP
☐ CORPORATION
☐ LTD PARTNERSHIP
☐ ASSOCIATION
☐ ORGANIZATION

TYPE OF LICENSE OR PERMIT
(CHOOSE ONLY ONE)

RETAIL LIQUOR LICENSE
- ☐ ON-PREMISE ONLY (BAR)
- ☐ OFF-PREMISE ONLY (PACKAGE STORE)
- ☐ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)

☒ RESTAURANT LIQUOR LICENSE
☐ RESORT LIQUOR LICENSE
☐ BAR AND GRILL
LIMITED RETAIL (CLUB)
- ☐ FRATERNAL CLUB
- ☐ VETERANS CLUB
- ☐ SOCIAL CLUB
- ☐ GOLF CLUB

☐ MICROBREWERY
☐ WINERY
☐ DISTILLERY SATELLITE
☐ WINERY SATELLITE
☐ COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT

To Assist the Liquor Division with scheduling inspections:

WHEN DO YOU OPERATE?

☐ NON-OPERATIONAL/PARKED
☒ FULL TIME (e.g. Jan through Dec)
☐ SEASONAL/PART-TIME

(specify months of operation)
from Tue to Sat

DAYS OF WEEK (e.g. Mon through Sat)
5

HOURS OF OPERATION (e.g. 10a - 2a)
8:30a - 9p

Minimum Purchase Requirement:

RETAIL LICENSE HOLDERS:
Have you purchased **$2,000** in spirits, wines and/or malt beverages during the previous license term? ☐ YES ☐ NO

RESTAURANT, RESORT, CLUB, COUNTY MALT, OR BAR AND GRILL LICENSE HOLDERS:
Have you purchased **$500** in spirits, wines and/or malt beverages during the previous license term? ☒ YES ☐ NO
W.S.12-4-103(c)

1. DISPENSING ROOM DESCRIPTION WITH DIMENSIONS:

(a) Give a description with dimensions of the dispensing room and state where it is located within the building (e.g. 10 x 12 room in SE corner of building). If the building is not in existence, also provide an architect's drawing or suitable plans of the room and premises to be licensed: W.S. 12-4-102(a)(i)
9' X 13' ROOM IN SW CORNER OF BLDG

(b) If **Winery** or **Microbrewery**, also list the manufacturing facility.(e.g. MFG: 10' X 12' room in SW portion of bldg.) **MFG:**

(c) Do you have an additional dispensing room? ☐ YES ☒ NO If yes, provide description and location:

(d) Provide the legal description and the zoning of the site where the applicant will conduct business:
O.T. N 40' OF LOTS 17-20 & N 55' OF LOTS 21 & 22, BLK 10

2. Have there been any changes in the physical location of the dispensing room since the last application was filed?
☐ YES If YES, please submit a drawing of the new dispensing room.
☒ NO

(a) Do you anticipate any changes in the next twelve (12) months?
☐ YES If YES, please submit a drawing of the new dispensing room.
☒ NO

3. BUILDING OWNERSHIP: Does the applicant? W.S. 12-4-103 (a) (iii):
(1) **OWN** the building in which sales room is located? ☒ YES (own)
(2) **LEASE** the building in which sales room is located? ☐ YES (lease)
(A) **DATE** lease expires _____ located on page_____paragraph_____of lease document.
(B) Provision for **SALE** of alcoholic or malt beverages located on page_____paragraph_____of lease.

NOTE: Please submit a copy of the lease with the application. W.S. 12-2-103(a)(iii) requires the lease be valid THROUGH the TERM OF THE LICENSE and MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.

4. Restaurant and Bar and Grill Liquor License Holders Only:

(a) Gross sales figures and percentages of income derived from: W.S.12-4-408(b) (Line 1 + Line 2 must = Line 3)

(Line 1) Liquor Sales: $92 385.96 16 %)
(Line 2) Food Sales: $472 292.87. 84 %)
(Line 3) Gross Sales: $564 678.53 100 %)

(b) Did you attach a copy of your valid food service permit to this application. W.S.12-4-407(a), W.S.12-4-413(a) ☑ YES ☐ NO

5. Microbrewery License Holders Only:

(a) Did you produce over 50 barrels (1,550 gallons) but less than 50,000 barrels (1,550,000 gallons) during the previous license term? W.S.12-1-101(a)(xix) ☐ YES ☐ NO

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

(c) Do you distribute your own products through an existing malt beverage wholesaler? W.S. 12-2-201(g)(i) (Requires additional licensing with the Liquor Division) ☐ YES ☐ NO

6. Social Club License Holders Only:

(a) Have you filed a detailed statement of your activities during the year with an itemized statement of amounts expended? W.S. 12-1-101(a)(ii)(E) ☐ YES ☐ NO

7. If the applicant is filing as an Individual or Partnership or as a Club:

Each individual or partner or officer must complete this section.

True and Correct Name	Date of Birth	*DONOT LIST PO BOXES* Residence Address No. & Street City, State & Zip	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 ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

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

8. If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership:

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 this section.

True and Correct Name	Date of Birth	*DONOT LIST PO BOXES* Residence Address No. & Street City, State & Zip	Residence Phone Number	No. of Years in Corp or LLC	% of Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Peter Malamo				3	50	YES ☐ NO ☒	YES ☐ NO ☒
Faith Model				3	50	YES ☐ NO ☒	YES ☐ NO ☒
						YES ☐ NO ☐	YES ☐ NO ☐

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

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 *)*

Before Me, Annalea Avery *, (specify)*
(Printed name of Notary or other officer authorized to administer oaths)

a Notary Public, Officer authorized to administer oaths in and for Park *County, State of Wyoming, personally appeared*

Faith Model *name he/she being first duly sworn*
(Insert Names)
by me upon his oath, says that the facts alleged in the foregoing instrument are true.

(Seal)

ANNALEA AVERY NOTARY PUBLIC
COUNTY OF PARK STATE OF WYOMING
MY COMMISSION EXPIRES MAY 20, 2020

1. _____
2. _____
3. _____
4. _____

My Commission expires: May 20, 2020

Witness my hand and official seal:

_____
(Notary Public or other officer authorized to administer oaths)

Title Notary

Dated: 5 / 1 / 17

FOR LIQUOR DIVISION USE ONLY		
Reviewer	Initials	Date
Agent:		
Chief:		
Acct.:		

DA-17A
/2k

WYOMING DEPARTMENT OF AGRICULTURE

CHEYENNE, WYO 82002

RECEIPT NUMBER
FD 055884

FOOD LICENSE

Account # **13521/13521-1**

Whereas this party has made application for the licenses listed below in the State of Wyoming according to the law and agrees to comply with all laws, rules and regulations thereto, including the payment of all required fees, there is hereby issued to the applicant this license. This license is not transferable and, unless revoked, shall expire on the date indicated below.

THE LOCAL / KABISHA ENTERPRISES
1134 13TH ST
CODY, WY 82414

Expiration Date: **5/23/2017**

Director of Agriculture

2

Equal Opportunity in Employment and Services

RENEWAL OF LIQUOR LICENSE OR PERMIT APPLICATION

To be completed by the City, Town or County Clerk:

Date Filed With Clerk: 4 / 25 / 17

	Annual Fee	Prorated Fee
Basic Fee:	$ 1000.00	$ ____
Add'l Dispensing Room Fee:	$ ____	$ ____
Transfer Fee:	$ ____	
Total License Fee Collected	$ ____	$ ____

Publishing Fee Collected: $ 21.00

Publishing Direct Billed: ☐

Advertising Dates (2 wks): 6/6/17 & 6/13/17

Hearing Date: 6/20/2017

LICENSE TERM: 08/01/2017

Through: 07/31/2018

A copy must be immediately forwarded to:
State of Wyoming Liquor Division
6601 Campstool Rd.
Cheyenne WY 82002-0110

Applicant: LUZH S CO

Trade Name (dba): CHINATOWN

Premise Address: 937 SHERIDAN AVENUE
Number & Street

CODY, WY 82414 PARK
City State Zip County

Mailing Address: 937 SHERIDAN AVENUE
Number & Street or P.O. Box

CODY, WY 82414
City State Zip

Business Telephone Number: (307) 586-9798
Fax Number:
E-Mail Address: luzhang@tetwest.net

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.**

RESTAURANT

FILING IN

☒ CITY (TOWN) OF CODY

FILING AS (CHOOSE ONLY ONE)

☐ INDIVIDUAL ☐ LLC
☐ PARTNERSHIP ☐ LLP
☑ CORPORATION
☐ LTD PARTNERSHIP
☐ ASSOCIATION
☐ ORGANIZATION

TYPE OF LICENSE OR PERMIT
(CHOOSE ONLY ONE)

RETAIL LIQUOR LICENSE
- ☐ ON-PREMISE ONLY (BAR)
- ☐ OFF-PREMISE ONLY (PACKAGE STORE)
- ☐ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)

☑ RESTAURANT LIQUOR LICENSE
☐ RESORT LIQUOR LICENSE
☐ BAR AND GRILL
LIMITED RETAIL (CLUB)
- ☐ FRATERNAL CLUB
- ☐ VETERANS CLUB
- ☐ SOCIAL CLUB
- ☐ GOLF CLUB

☐ MICROBREWERY
☐ WINERY
☐ DISTILLERY SATELLITE
☐ WINERY SATELLITE
☐ COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT

To Assist the Liquor Division with scheduling inspections:

WHEN DO YOU OPERATE?

☐ NON-OPERATIONAL/PARKED
☑ FULL TIME (e.g. Jan through Dec)
☐ SEASONAL/PART-TIME

(specify months of operation)

from _____ to _____

DAYS OF WEEK (e.g. Mon through Sat)

HOURS OF OPERATION (e.g. 10a - 2a)

_____

Minimum Purchase Requirement:

RETAIL LICENSE HOLDERS:
Have you purchased **$2,000** in spirits, wines and/or malt beverages during the previous license term? ☐ YES ☐ NO

RESTAURANT, RESORT, CLUB, COUNTY MALT, OR BAR AND GRILL LICENSE HOLDERS:
Have you purchased **$500** in spirits, wines and/or malt beverages during the previous license term? ☑ YES ☐ NO
W.S.12-4-103(c)

1. DISPENSING ROOM DESCRIPTION WITH DIMENSIONS:
   (a) Give a description with dimensions of the dispensing room and state where it is located within the building (e.g. 10 x 12 room in SE corner of building). If the building is not in existence, also provide an architect's drawing or suitable plans of the room and premises to be licensed: W.S. 12-4-102(a)(i)
   8' X 9' ROOM IN CENTER OF BLDG
   (b) If **Winery** or **Microbrewery**, also list the manufacturing facility.(e.g. MFG: 10' X 12' room in SW portion of bldg.) **MFG:**
   (c) Do you have an additional dispensing room? ☐ YES ☒ NO If yes, provide description and location:
   (d) Provide the legal description and the zoning of the site where the applicant will conduct business:
   LOT 15 & 16, BLOCK 53, ORIGINAL TOWN OF CODY
2. Have there been any changes in the physical location of the dispensing room since the last application was filed?
   ☐ YES If YES, please submit a drawing of the new dispensing room.
   ☑ NO
   (a) Do you anticipate any changes in the next twelve (12) months?
   ☐ YES If YES, please submit a drawing of the new dispensing room.
   ☑ NO
3. **BUILDING OWNERSHIP:** Does the applicant? W.S. 12-4-103 (a) (iii):
   (1) **OWN** the building in which sales room is located? ☑ YES (own)
   (2) **LEASE** the building in which sales room is located? ☐ YES (lease)
   (A) **DATE** lease expires _____ located on page_____paragraph_____of lease document.
   (B) Provision for **SALE** of alcoholic or malt beverages located on page_____paragraph_____of lease.

NOTE: Please submit a copy of the lease with the application. W.S. 12-2-103(a)(iii) requires the lease be valid THROUGH the TERM OF THE LICENSE and MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.

4. Restaurant and Bar and Grill Liquor License Holders Only:

(a) Gross sales figures and percentages of income derived from: W.S.12-4-408(b) (Line 1 + Line 2 must = Line 3)

(Line 1) Liquor Sales: $ 23,453 (2.64 %)
(Line 2) Food Sales: $ 856,990 (97.56 %)
(Line 3) Gross Sales: $ 880,443 (100 %)

(b) Did you attach a copy of your valid food service permit to this application. W.S.12-4-407(a), W.S.12-4-413(a) ☑ YES ☐ NO

5. Microbrewery License Holders Only:

(a) Did you produce over 50 barrels (1,550 gallons) but less than 50,000 barrels (1,550,000 gallons) during the previous license term? W.S.12-1-101(a)(xix) ☐ YES ☐ NO

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

(c) Do you distribute your own products through an existing malt beverage wholesaler? W.S. 12-2-201(g)(i) (Requires additional licensing with the Liquor Division) ☐ YES ☐ NO

6. Social Club License Holders Only:

(a) Have you filed a detailed statement of your activities during the year with an itemized statement of amounts expended? W.S. 12-1-101(a)(ii)(E) ☐ YES ☐ NO

7. If the applicant is filing as an Individual or Partnership or as a Club:

Each individual or partner or officer must complete this section.

True and Correct Name	Date of Birth	*DONOT LIST PO BOXES* Residence Address No. & Street City, State & Zip	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 ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

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

8. If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership:

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 this section.

True and Correct Name	Date of Birth	*DONOT LIST PO BOXES* Residence Address No. & Street City, State & Zip	Residence Phone Number	No. of Years in Corp or LLC	% of Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Xiren Zhang				18	50%	YES ☐ NO ☑	YES ☐ NO ☑
Yi Lu				18	50%	YES ☐ NO ☑	YES ☐ NO ☑
						YES ☐ NO ☐	YES ☐ NO ☐

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

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 *)*

Before Me, Jamie Bates *, (specify)*
(Printed name of Notary or other officer authorized to administer oaths)

a Notary Public, Officer authorized to administer oaths in and for Park *County, State of Wyoming, personally appeared* Xiren Zhang, Yi Lu *name he/she being first duly sworn*
(Insert Names)
by me upon his oath, says that the facts alleged in the foregoing instrument are true.

(Seal) JAMIE BATES NOTARY PUBLIC COUNTY OF PARK STATE OF WYOMING MY COMMISSION EXPIRES OCTOBER 7, 2019

1. Xiren Zhang
2.
3.
4.

My Commission expires: 10/7/2019

Witness my hand and official seal:

(Notary Public or other officer authorized to administer oaths)

Title Notary

Dated: 4 / 25 / 17

FOR LIQUOR DIVISION USE ONLY		
Reviewer	Initials	Date
Agent:		
Chief:		
Acct.:		

WDA-17A
04/2k

WYOMING DEPARTMENT OF AGRICULTURE

CHEYENNE, WYOMING 82002

RECEIPT NUMBER
FD 057609

FOOD LICENSE

Account # **10982/10982-1**

Whereas this party has made application for the licenses listed below in the State of Wyoming according to the law and agrees to comply with all laws, rules and regulations thereto, including the payment of all required fees, there is hereby issued to the applicant this license. This license is not transferable and, unless revoked, shall expire on the date indicated below.

Expiration Date: **6/17/2017**

CHINA TOWN
937 SHERIDAN AVE
CODY, WY 82414

Director of Agriculture

Equal Opportunity in Employment and Services

1

RENEWAL OF LIQUOR LICENSE OR PERMIT APPLICATION

To be completed by the City, Town or County Clerk:

Date Filed With Clerk: 5 / 2 / 17

	Annual Fee	Prorated Fee
Basic Fee:	$ 1500.00	$ ____
Add'l Dispensing Room Fee:	$ ____	$ ____
Transfer Fee:	$ ____	
Total License Fee Collected	$ ____	$ ____
Publishing Fee Collected:	$ 21.00	
Publishing Direct Billed:	☐	

Advertising Dates (2 wks): 6/6/17 & 6/13/17

Hearing Date: 6/20/2017

LICENSE TERM: 08/01/2017

Through: 07/31/2018

A copy must be immediately forwarded to:
State of Wyoming Liquor Division
6601 Campstool Rd.
Cheyenne WY 82002-0110

Applicant: MAVERIK INC

Trade Name (dba): MAVERIK #363

Premise Address: 2321 BIG HORN AVENUE
Number & Street

CODY, WY 82414 PARK
City State Zip County

Mailing Address: 185 S STATE ST, STE 800
Number & Street or P.O. Box

SALT LAKE CITY, UT 84111
City State Zip

Local Mailing Address: 2321 BIG HORN AVENUE, CODY, WY 82414

Business Telephone Number: (307) 885-5139

Fax Number: (307) 885-3832

E-Mail Address: UTAHNA.ARCHULETA@MAVERICK.COM

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.**

PACKAGE STORE (FULL RETAIL)

FILING IN

☒ CITY (TOWN) OF CODY

FILING AS (CHOOSE ONLY ONE)

☐ INDIVIDUAL ☐ LLC
☐ PARTNERSHIP ☐ LLP
☒ CORPORATION
☐ LTD PARTNERSHIP
☐ ASSOCIATION
☐ ORGANIZATION

TYPE OF LICENSE OR PERMIT
(CHOOSE ONLY ONE)

RETAIL LIQUOR LICENSE
- ☐ ON-PREMISE ONLY (BAR)
- ☒ OFF-PREMISE ONLY (PACKAGE STORE)
- ☐ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)

☐ RESTAURANT LIQUOR LICENSE
☐ RESORT LIQUOR LICENSE
☐ BAR AND GRILL
LIMITED RETAIL (CLUB)
- ☐ FRATERNAL CLUB
- ☐ VETERANS CLUB
- ☐ SOCIAL CLUB
- ☐ GOLF CLUB

☐ MICROBREWERY
☐ WINERY
☐ DISTILLERY SATELLITE
☐ WINERY SATELLITE
☐ COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT

To Assist the Liquor Division with scheduling inspections:

WHEN DO YOU OPERATE?

☐ NON-OPERATIONAL/PARKED
☒ FULL TIME (e.g. Jan through Dec)
☐ SEASONAL/PART-TIME

(specify months of operation)
from Jan. 1 to Dec. 31

DAYS OF WEEK (e.g. Mon through Sat)
Mon - Sun

HOURS OF OPERATION (e.g. 10a - 2a)
6Am - 2Am

Minimum Purchase Requirement:

RETAIL LICENSE HOLDERS:
Have you purchased **$2,000** in spirits, wines and/or malt beverages during the previous license term? ☒ YES ☐ NO

RESTAURANT, RESORT, CLUB, COUNTY MALT, OR BAR AND GRILL LICENSE HOLDERS:
Have you purchased **$500** in spirits, wines and/or malt beverages during the previous license term? ☐ YES ☐ NO
W.S.12-4-103(c)

1. DISPENSING ROOM DESCRIPTION WITH DIMENSIONS:

(a) Give a description with dimensions of the dispensing room and state where it is located within the building (e.g. 10 x 12 room in SE corner of building). If the building is not in existence, also provide an architect's drawing or suitable plans of the room and premises to be licensed: W.S. 12-4-102(a)(i)
515 SQ FT ROOM ON N END OF BLDG

(b) If **Winery** or **Microbrewery**, also list the manufacturing facility.(e.g. MFG: 10' X 12' room in SW portion of bldg.) **MFG:**

(c) Do you have an additional dispensing room? ☐ YES ☒ NO If yes, provide description and location:

(d) Provide the legal description and the zoning of the site where the applicant will conduct business:
S 230' OF THE W1/2 E1/2 W1/2 SE1/4 SW1/4, T53N, R101W, 6TH P.M., ORIGINAL GOVERNMENT SURVEY, NOW PORTION OF TRACT 40, RESURVEY

2. Have there been any changes in the physical location of the dispensing room since the last application was filed?
☐ YES If YES, please submit a drawing of the new dispensing room.
☒ NO

(a) Do you anticipate any changes in the next twelve (12) months?
☐ YES If YES, please submit a drawing of the new dispensing room.
☒ NO

3. BUILDING OWNERSHIP: Does the applicant? W.S. 12-4-103 (a) (iii):
(1) **OWN** the building in which sales room is located? ☒ YES (own)
(2) **LEASE** the building in which sales room is located? ☐ YES (lease)
(A) **DATE** lease expires _____ located on page_____paragraph_____of lease document.
(B) Provision for **SALE** of alcoholic or malt beverages located on page_____paragraph_____of lease.

NOTE: Please submit a copy of the lease with the application. W.S. 12-2-103(a)(iii) requires the lease be valid THROUGH the TERM OF THE LICENSE and MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.

4. Restaurant and Bar and Grill Liquor License Holders Only:

(a) Gross sales figures and percentages of income derived from: W.S.12-4-408(b) (Line 1 + Line 2 must = Line 3)

(Line 1) Liquor Sales: $_____(_____%)
(Line 2) Food Sales: $_____(_____%)
(Line 3) Gross Sales: $_____(_____%)

(b) Did you attach a copy of your valid food service permit to this application. W.S.12-4-407(a), W.S.12-4-413(a) ☐ YES ☐ NO

5. Microbrewery License Holders Only:

(a) Did you produce over 50 barrels (1,550 gallons) but less than 50,000 barrels (1,550,000 gallons) during the previous license term? W.S.12-1-101(a)(xix) ☐ YES ☐ NO

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

(c) Do you distribute your own products through an existing malt beverage wholesaler? W.S. 12-2-201(g)(i) (Requires additional licensing with the Liquor Division) ☐ YES ☐ NO

6. Social Club License Holders Only:

(a) Have you filed a detailed statement of your activities during the year with an itemized statement of amounts expended? W.S. 12-1-101(a)(ii)(E) ☐ YES ☐ NO

7. If the applicant is filing as an Individual or Partnership or as a Club:

Each individual or partner or officer must complete this section.

True and Correct Name	Date of Birth	*DONOT LIST PO BOXES* Residence Address No. & Street City, State & Zip	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 ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

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

8. If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership:

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 this section.

True and Correct Name	Date of Birth	*DONOT LIST PO BOXES* Residence Address No. & Street City, State & Zip	Residence Phone Number	No. of Years in Corp or LLC	% of Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
		Please see attached.				YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐

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

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~~ Utah
SS.
COUNTY OF Salt Lake)

Before Me, Utahna M. Archuleta, *(specify)*
(Printed name of Notary or other officer authorized to administer oaths)

a Notary Public, Officer authorized to administer oaths in and for Utah
Salt Lake *County, State of ~~Wyoming~~, personally appeared*
Andre' M. Lortz & Lance Dunkley *name he/she being first duly sworn*
(Insert Names)
by me upon his oath, says that the facts alleged in the foregoing instrument are true.

(Seal)

THE OFFICIAL SEAL OF THE STATE OF UTAH 1896
UTAHNA M. ARCHULETA
Notary Public
State of Utah
My Commission Expires 01/28/2020
Commission Number 692166

1. [signature]
2. [signature]
3. _____
4. _____

My Commission expires: 01/28/20

Witness my hand and official seal:

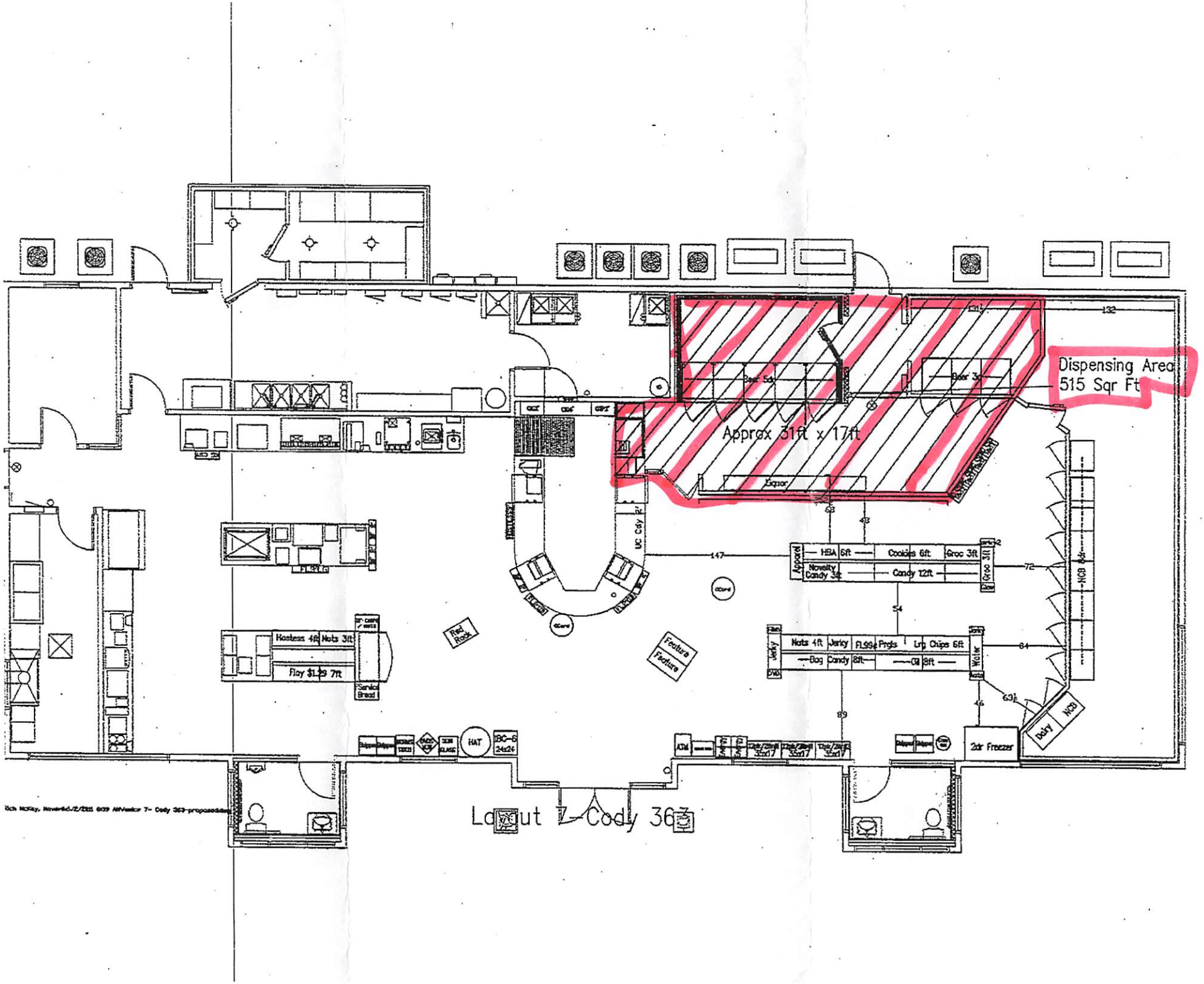
[signature]
(Notary Public or other officer authorized to administer oaths)

Title Notary

Dated: 4 / 26 / 17

FOR LIQUOR DIVISION USE ONLY		
Reviewer	Initials	Date
Agent:		
Chief:		
Acct.:		

Name	DOB	Address	Phone #	No. of years in Corp.	%Stock	Have you been conviced of a felony	Convicted of a violation relating to alcoholic liquor or malt beverages
Charles Maggelet				3	2.0%	No	No
David Hancock				4	0.0%	No	No
John Hillam				5	0.1%	No	No
Kim Lazerus				2	0.0%	No	No
Hubert C. Williams				2	0.0%	No	No
Lance A. Dunkely				2	0.0%	No	No
Aaron Simpson				3	0.0%	No	No
Danielle Mattiussi				2	0.0%	No	No
Crystal Maggelet				3	60.0%	No	No
Andre Lortz				3	0.0%	No	No
Thad Call				3	25.5%	No	No
Thomas Welch				24	0.0%	No	No
Other Stockholders >10%					12.5%		
					100.0%		


Dispensing Area
515 Sqr Ft
Approx 31ft x 17ft
Beer 5ft
Beer 3ft
Liquor
Apparel
HBA 6ft
Cookies 6ft
Groc 3ft
Novelty Candy 3ft
Candy 12ft
Groc 3ft
Nuts 4ft
Jerky
FLSS
Prgls
Lrg Chips 6ft
Bag
Candy 8ft
Chi 8ft
Water
Hostess 4ft
Nuts 3ft
Flay $1.29 7ft
Service Bread
Red Rock
Feature
Feature
UC Cdy
HAT
BC-6
24x24
2dr Freezer
Dairy
NCB
Layout 7 - Cody 363

RENEWAL OF LIQUOR LICENSE OR PERMIT APPLICATION

To be completed by the City, Town or County Clerk:

Date Filed With Clerk: 4 / 28 / 17

	Annual Fee	Prorated Fee
Basic Fee:	$ 1500.00	$.
Add'l Dispensing Room Fee:	$.	$.
Transfer Fee:	$.	
Total License Fee Collected	$.	$.
Publishing Fee Collected:	$ 21.00	
Publishing Direct Billed:	☐	

Advertising Dates (2 wks): 6/6/17 & 6/13/17

Hearing Date: 6/20/2017

LICENSE TERM: 08/01/2017

Through: 07/31/2018

A copy must be immediately forwarded to:
State of Wyoming Liquor Division
6601 Campstool Rd.
Cheyenne WY 82002-0110

Applicant: MICHELE PREVOST

Trade Name (dba): JUNIPER BAR & MARKET & BISTRO

Premise Address: 1128 12TH STREET
Number & Street

CODY, WY 82414 PARK
City State Zip County

Mailing Address: 104 BEAR CREEK ROAD
Number & Street or P.O. Box

CODY, WY 82414
City State Zip

Business Telephone Number: (307) 587-4472
Fax Number: (307) 222-6342
E-Mail Address: michelle@juniperevent.com

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.**

BAR AND PACKAGE STORE (FULL RETAIL)

FILING IN

☒ CITY (TOWN) OF CODY

FILING AS (CHOOSE ONLY ONE)

☑ INDIVIDUAL ☐ LLC
☐ PARTNERSHIP ☐ LLP
☐ CORPORATION
☐ LTD PARTNERSHIP
☐ ASSOCIATION
☐ ORGANIZATION

TYPE OF LICENSE OR PERMIT
(CHOOSE ONLY ONE)

RETAIL LIQUOR LICENSE
- ☐ ON-PREMISE ONLY (BAR)
- ☐ OFF-PREMISE ONLY (PACKAGE STORE)
- ☑ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)

☐ RESTAURANT LIQUOR LICENSE
☐ RESORT LIQUOR LICENSE
☐ BAR AND GRILL
LIMITED RETAIL (CLUB)
- ☐ FRATERNAL CLUB
- ☐ VETERANS CLUB
- ☐ SOCIAL CLUB
- ☐ GOLF CLUB

☐ MICROBREWERY
☐ WINERY
☐ DISTILLERY SATELLITE
☐ WINERY SATELLITE
☐ COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT

To Assist the Liquor Division with scheduling inspections:

WHEN DO YOU OPERATE?

☐ NON-OPERATIONAL/PARKED
☑ FULL TIME (e.g. Jan through Dec)
☐ SEASONAL/PART-TIME

(specify months of operation)

from _____ to _____

DAYS OF WEEK (e.g. Mon through Sat) MON – SAT

HOURS OF OPERATION (e.g. 10a - 2a) 10am – 10 pm

Minimum Purchase Requirement:

RETAIL LICENSE HOLDERS:
Have you purchased **$2,000** in spirits, wines and/or malt beverages during the previous license term? ☑ YES ☐ NO

RESTAURANT, RESORT, CLUB, COUNTY MALT, OR BAR AND GRILL LICENSE HOLDERS:
Have you purchased **$500** in spirits, wines and/or malt beverages during the previous license term? ☐ YES ☐ NO
W.S.12-4-103(c)

1. DISPENSING ROOM DESCRIPTION WITH DIMENSIONS:
   (a) Give a description with dimensions of the dispensing room and state where it is located within the building (e.g. 10 x 12 room in SE corner of building). If the building is not in existence, also provide an architect's drawing or suitable plans of the room and premises to be licensed: W.S. 12-4-102(a)(i)
   ~~24' X 24' ROOM IN THE CENTER OF BLDG~~ 40 X 24 room on east side of building
   (b) If **Winery** or **Microbrewery**, also list the manufacturing facility.(e.g. MFG: 10' X 12' room in SW portion of bldg.) **MFG:**
   (c) Do you have an additional dispensing room? ☐ YES ☑ NO If yes, provide description and location:
   (d) Provide the legal description and the zoning of the site where the applicant will conduct business:
   O.T LOT 18 BLOCK 29, ZONE D2
2. Have there been any changes in the physical location of the dispensing room since the last application was filed?
   ☐ YES If YES, please submit a drawing of the new dispensing room.
   ☑ NO
   (a) Do you anticipate any changes in the next twelve (12) months?
   ☐ YES If YES, please submit a drawing of the new dispensing room.
   ☑ NO
3. **BUILDING OWNERSHIP:** Does the applicant? W.S. 12-4-103 (a) (iii):
   (1) **OWN** the building in which sales room is located? ☐ YES (own)
   (2) **LEASE** the building in which sales room is located? ☑ YES (lease)
   (A) **DATE** lease expires 5-1-2024 located on page 1 paragraph 3 of lease document.
   (B) Provision for **SALE** of alcoholic or malt beverages located on page 2 paragraph 6 of lease.

NOTE: Please submit a copy of the lease with the application. W.S. 12-2-103(a)(iii) requires the lease be valid THROUGH the TERM OF THE LICENSE and MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.

4. Restaurant and Bar and Grill Liquor License Holders Only:

(a) Gross sales figures and percentages of income derived from: W.S.12-4-408(b) (Line 1 + Line 2 must = Line 3)

(Line 1) Liquor Sales: $_____(_____%)
(Line 2) Food Sales: $_____(_____%)
(Line 3) Gross Sales: $_____(_____%)

(b) Did you attach a copy of your valid food service permit to this application. W.S.12-4-407(a), W.S.12-4-413(a) ☐ YES ☐ NO

5. Microbrewery License Holders Only:

(a) Did you produce over 50 barrels (1,550 gallons) but less than 50,000 barrels (1,550,000 gallons) during the previous license term? W.S.12-1-101(a)(xix) ☐ YES ☐ NO

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

(c) Do you distribute your own products through an existing malt beverage wholesaler? W.S. 12-2-201(g)(i) (Requires additional licensing with the Liquor Division) ☐ YES ☐ NO

6. Social Club License Holders Only:

(a) Have you filed a detailed statement of your activities during the year with an itemized statement of amounts expended? W.S. 12-1-101(a)(ii)(E) ☐ YES ☐ NO

7. If the applicant is filing as an Individual or Partnership or as a Club:

Each individual or partner or officer must complete this section.

True and Correct Name	Date of Birth	*DONOT LIST PO BOXES* Residence Address No. & Street City, State & Zip	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?
michele prevost				YES ☑ NO ☐	YES ☐ NO ☑	YES ☐ NO ☑
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

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

8. if the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership:

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 this section.

True and Correct Name	Date of Birth	*DONOT LIST PO BOXES* Residence Address No. & Street City, State & Zip	Residence Phone Number	No. of Years in Corp or LLC	% of Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐

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

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 *)*

Before Me, Jamie Bates *, (specify)*
(Printed name of Notary or other officer authorized to administer oaths)

a Notary Public, Officer authorized to administer oaths in and for Park *County, State of Wyoming, personally appeared* Michelle Prevost *name he/she being first duly sworn*
(Insert Names)
by me upon his oath, says that the facts alleged in the foregoing instrument are true.

(Seal) JAMIE BATES NOTARY PUBLIC COUNTY OF PARK STATE OF WYOMING MY COMMISSION EXPIRES OCTOBER 7, 2019

1. Michelle Pr
2. _____
3. _____
4. _____

My Commission expires: 10/7/2019

Witness my hand and official seal:

Jamie Bates
(Notary Public or other officer authorized to administer oaths)

Title Notary Public

Dated: 4 / 28 / 17

FOR LIQUOR DIVISION USE ONLY		
Reviewer	Initials	Date
Agent:		
Chief:		
Acct.:		

23' 7" — wire

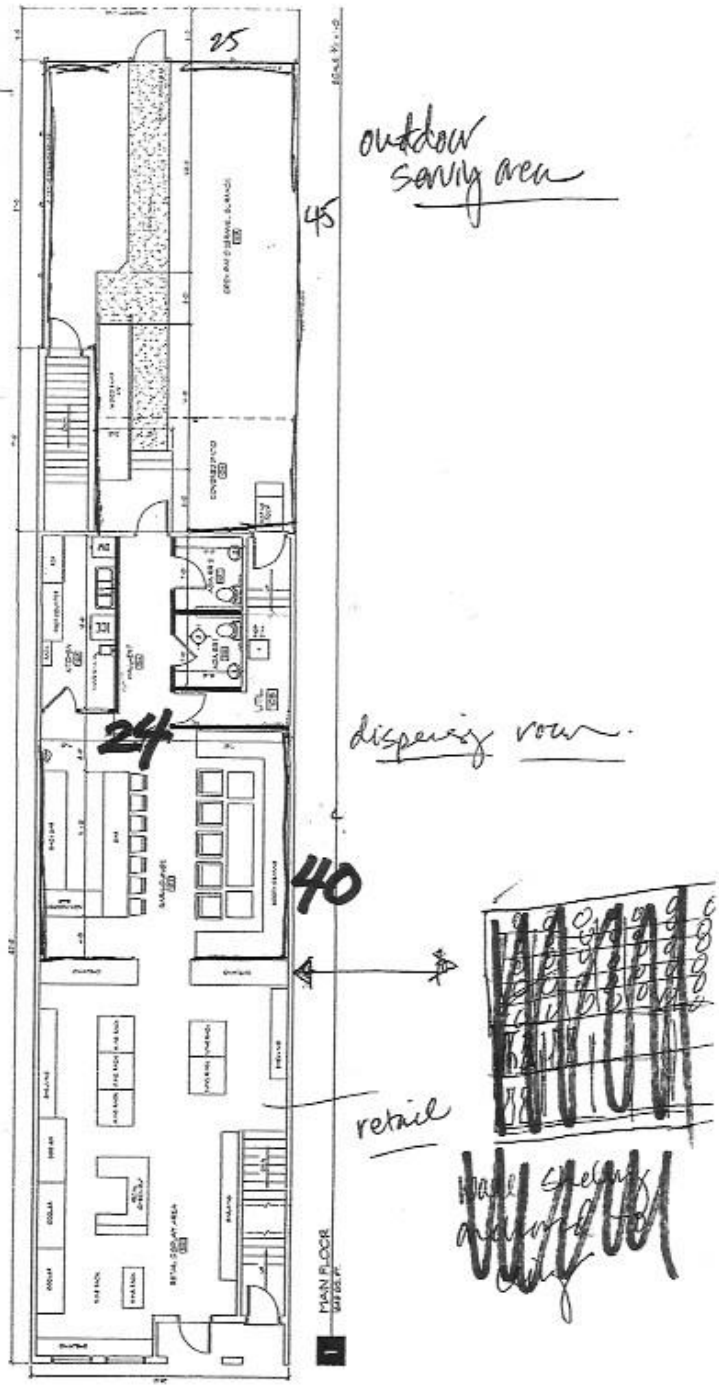
4'+
14' 7"
5' 4"

23.11 Long

40 x 24

Final plans

Juniper current 2017



outdoor serving area

dispensing room

retail

COMMERCIAL LEASE AGREEMENT

This Lease Agreement ("Lease") is entered by and between HUDSON PARTNERS LLC ("Landlord") and MICHELE PREVOST ("Tenant") effective on or after May 1, 2014, at a date to be mutually agreed upon by both parties. Landlord and Tenant may collectively be referred to as the "Parties." This Lease creates joint and several liabilities in the case of multiple Tenants. The Parties agree as follows:

PREMISES: Landlord hereby leases the basement, back patio area and ground floor of the premises located at 1128 12th St., Cody, WY 82414 (the "Premises") to Tenant.

LEASE TERM: The Lease will start on on or after May 1, 2014, at a date to be mutually agreed upon by both parties or no later than June 20, 2014. The term of the lease shall be for 10 (ten) years, until June 20, 2024. To terminate tenancy the Landlord or Tenant must give the other party a written 30 day notice of Lease non-renewal. The Tenant may only terminate their Lease on the last day of any month and the Landlord must receive a written notification of non-renewal at least 30 days prior to the last day of that month. If the Tenant plans to leave on or after the first of any month, they are responsible for that month's full rent. If the Tenant does not provide the Landlord with a written 30 day notice, they shall forfeit their full deposit amount.

LEASE PAYMENTS: Tenant agrees to pay to Landlord as rent for the Premises the amount of $2,750.00 each month in advance on the 1st day of each month at 104 Bear Creek, Rd., Cody, WY 82414 or at any other address designated by Landlord. If the Lease Term does not start on the 1st day of the month or end on the last day of a month, the first and last month's rent will be prorated accordingly.

LATE CHARGES: Rent is due on the 1st of each month. If any or all of the rent is not received by the 5th of the month, $10 per day will be charged as late fees until full rental payment is received. If rent is not received by the 10th of the month, Tenant will be considered in breach of the Lease Agreement and eviction proceedings will be initiated.

INSUFFICIENT FUNDS: Tenant agrees to pay the charge of $25 for each check given by Tenant to Landlord that is returned to Landlord for lack of sufficient funds.

SECURITY DEPOSIT: At the signing of this Lease, Tenant shall deposit with Landlord, in trust, a security deposit of $2,000.00 as security for the performance by Tenant of the terms under this Lease and for any damages caused by Tenant, Tenant's family, agents and visitors to the Premises during the term of this Lease. Landlord may use part or all of the security deposit to repair any damage to the Premises caused by Tenant, Tenant's family, agents and visitors to the Premises. However, Landlord is not just limited to the security deposit amount and Tenant remains liable for any balance. Tenant shall not apply

or deduct any portion of any security deposit from the last or any month's rent. Tenant shall not use or apply any such security deposit at any time in lieu of payment of rent. If Tenant breaches any terms or conditions of this Lease, Tenant shall forfeit any deposit, as permitted by law.

DEFAULTS: If Tenant fails to perform or fulfill any obligation under this Lease, Tenant shall be in default of this Lease. Subject to any statute ordinance or law to the contrary, Tenant shall have seven (7) days from the date of notice of default by Landlord to cure the default. In the event Tenant does not cure a default, Landlord may at Landlord's option: a) cure such default and the cost of such action may be added to Tenant's financial obligations under this Lease; or b) declare Tenant in default of the Lease. In the event of default, Landlord may also, as permitted by law, re-enter the Premises and re-take possession of the Premises. Landlord may, at its option, hold Tenant liable for any difference between the rent that would have been payable under this Lease during the balance of the unexpired term, if this Lease had continued in force and any rent paid by any successive Tenant if the Premises are re-let. In the event Landlord is unable to re-let the Premises during any remaining term of this Lease, after default by Tenant, Landlord may at its option hold Tenant liable for the balance of the unpaid rent under this Lease if this Lease had continued in force. The failure of Tenants or their guests or invitees to comply with any term of this Agreement is ground for termination of the tenancy, with appropriate notice to Tenants and procedures as required by law.

QUIET ENJOYMENT: Tenant shall be entitled to quiet enjoyment of the Premises and Landlord will not interfere with that right, as long as Tenant pays the rent in a timely manner and performs all other obligations under this Lease.

POSSESSION AND SURRENDER OF PREMISES: Tenant shall be entitled to possession of the Premises on the 1st day of the Lease Term. At the expiration of the Lease, Tenant shall peaceably surrender the Premises to the Landlord or Landlord's agent in good condition, as it was at the commencement of the Lease, reasonable wear and tear excepted.

USE OF PREMISES: Tenant shall use the Premises as a commercial retail outlet, bar and food service establishment.

SALE OF ALCOHOL: Landlord agrees that Tenant shall be engaged in the retail sale of packaged alcoholic beverages, including, but not limited to wine, beer, distilled spirits and other beverages. Tenant may also engage in the sale of alcohol for on-site consumption through the operation of a bar and food service establishment. Tenant may operate from the premises under various trade names or conduct business as or on behalf of various specific corporate entities, including, but not limited to: Juniper, Juniper Bar + Market+ Bistro, Juniper Events and Juniper Wine & Spirits.

ASSIGNMENT AND SUBLEASE: Tenant shall not assign or sublease any interest in this Lease without prior written consent of the Landlord, which consent shall not be unreasonably withheld. Any assignment or sublease without Landlord's written prior consent shall, at Landlord's option, terminate this Lease.

DANGEROUS MATERIALS: Tenant shall not keep or have on or around the Premises any item of a dangerous, flammable or explosive nature that might unreasonably increase the risk of fire or explosion on or around the Premises or that might be considered hazardous by any responsible insurance company.

UTILITIES ANDS SERVICES: Electricity, telephone service, cable television and other utilities are not furnished as a part of this Lease unless otherwise indicated in this Lease Agreement. These expenses are the responsibility of and shall be obtained at the expense of the Tenant. Charge for heat, hot water, water, garbage pick-up, snow-removal and lawn maintenance furnished to the apartment are included as a part of this Lease and shall be borne by the Landlord. Tenant may not operate a clothes washing machine or dishwasher without prior consent by the Landlord. If consent is granted an additional charge of $50 per month will be imposed for the increase in water usage. If Tenant operates a washing machine or dishwasher without consent of the Landlord, a retroactive fee of $50 per month will be imposed for every month that the Tenant has had tenancy on the Premises beginning on the date of move in.

ALTERATIONS AND IMPROVEMENTS: Tenant agrees not to make any improvements or alterations to the Premises without prior written consent of the Landlord. If any alterations, improvement or changes are made to or built on or around the Premises, with the exception of fixtures and personal property that can be removed without damage to the Premises, they shall become the property of Landlord and shall remain at the expiration of the Lease, unless otherwise agreed in writing.

DAMAGE TO PREMISES: If the Premises or part of the Premises are damaged or destroyed by fire or other casualty not due to Tenant's negligence, the rent will be abated during the time that the Premises are uninhabitable. If Landlord decides not to repair or rebuild the Premises, then this Lease shall terminate and the rent shall be prorated up to the time of the damage. Any unearned rent paid in advance shall be refunded to Tenant.

MAINTENANCE AND REPAIR: Tenant will, at Tenant's sole expense, keep and maintain the Premises in good , clean and sanitary condition and repair during the term of this Lease and any renewal thereof. Tenant shall be responsible to make all repairs to the Premises, fixtures, appliances and equipment therein that may have been damaged by Tenant's misuse, waste or neglect, or that of the Tenant's family, agents or visitors. Tenant agrees that no painting will be done on or about the Premises without the prior written consent of Landlord. Tenant shall promptly notify Landlord of any damage, defect or destruction of the Premises or in the event of the failure of any of the appliances or

equipment. Landlord will use its best efforts to repair or replace any such damaged or defective areas, appliances or equipment.

RIGHT OF INSPECTION: Tenant agrees to make the Premises available to Landlord or Landlord's agents for the purposes of inspection, making repairs or improvements, or to supply agreed services or show the premises to prospective buyers or tenants, or in case of emergency. Except in case of emergency, Landlord shall give Tenant reasonable notice of intent to enter. For these purposes, twenty-four (24) hour notice shall be deemed reasonable. Tenant shall not, without Landlord's prior written consent, add, alter or re-key any locks to the Premises. At all times Landlord shall be provided with a key or keys capable of unlocking all such locks and gaining entry. Tenant further agrees to notify Landlord in writing if Tenant installs any burglar alarm system, including instructions on how to disarm it in case of emergency entry.

SEVERABILITY: If any part of this Lease shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Lease is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

INSURANCE: Landlord and Tenant shall each be responsible to maintain appropriate insurance for their respective interests in the Premises and property located on the Premises. Tenant understands that Landlord will not provide any insurance coverage for Tenant's property. Landlord will not be responsible for any loss of Tenant's property, whether by theft, fire, riots, strikes, acts of God or otherwise. Landlord encourages Tenant to obtain renter's insurance or other similar coverage to protect against risk of loss.

BINDING EFFECT: The covenants and conditions contained in the Lease shall apply to the Parties and the heirs, legal representatives, successors and permitted assigns of the Parties.

GOVERNING LAW: This Lease shall be governed by and construed in accordance with the laws of the State of Wyoming.

ENTIRE AGREEMENT: This Lease constitutes the entire Agreement between the Parties and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other Agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified in writing and must be signed by both Landlord and Tenant.

NOTICE: Any notice required or otherwise given pursuant to this Lease shall be in writing and mailed certified return receipt requested, postage prepaid, or delivered by

overnight delivery service, if to Tenant, at the Premise and if to Landlord, at the address for payment of rent. Either party may change such addresses from time to time by providing notice as set forth above.

CUMULATIVE RIGHTS: Landlord's and Tenant's rights under this Lease are cumulative and shall not be construed as exclusive of each other unless otherwise required by law.

WAIVER: The failure of either Party to enforce any provisions of the Lease shall not be deemed a waiver of limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Lease. The acceptance of rent by Landlord does not waive Landlord's right to enforce any provisions of this Lease.

INDEMNIFICATION: To the extent permitted by law, Tenant will indemnify and hold Landlord and Landlord's property, including the Premises, free and harmless from any liability for losses, claims, injury to or death of any person, including Tenant, or for damage to property arising from Tenant using and occupying the Premises or from the acts or omissions of any person or persons, including Tenant, in or about the Premises with Tenant's express or implied consent except Landlord's act or negligence.

IN WITNESS THEREOF, the Parties have caused this Lease to be executed on the day and year first above written or as verified below.

LANDLORD:

print name: Ruffin Prevost date: May 01, 2015

signature: _____

TENANT:

print name: Michele Prevost date: May 1, 2015

signature: _____

Outdoor Serving Area Renewal/Request

Per state statute 12-5-201 (a), "Alcoholic beverages secured in the licensed room by a server may be served only in the building in which the licensed room is located an in an immediately adjacent fenced or enclosed area as approved by the local licensing authority."

If you currently have an outdoor serving area or would like to request approval of a new outdoor serving area, please complete the following:

Applicant Name: michele prevost juniper bar + market + bistro

✓ Please renew our outdoor serving area.

_____ I am requesting approval of a new outdoor serving area (not previously approved).

If requesting approval of a new area, or if you have made changes to the current area, please provide a detailed drawing:

RENEWAL OF LIQUOR LICENSE OR PERMIT APPLICATION

To be completed by the City, Town or County Clerk:

Date Filed With Clerk: 5 / 1 / 17

	Annual Fee	Prorated Fee
Basic Fee:	$ 1500.00	$.
Add'l Dispensing Room Fee:	$.	$.
Transfer Fee:	$.	
Total License Fee Collected	$.	$.
Publishing Fee Collected:	$ 21.00	
Publishing Direct Billed:	☐	

Advertising Dates (2 wks): 6/6/17 & 6/13/17

Hearing Date: 6/20/2017

LICENSE TERM: 08/01/2017

Through: 07/31/2018

A copy must be immediately forwarded to:
State of Wyoming Liquor Division
6601 Campstool Rd.
Cheyenne WY 82002-0110

Applicant: MILLSTONE PIZZA LLC

Trade Name (dba): MILLSTONE PIZZA COMPANY & BREWERY

Premise Address: 1057 SHERIDAN AVENUE
Number & Street

CODY, WY 82414 PARK
City State Zip County

Mailing Address: 1057 SHERIDAN AVENUE
Number & Street or P.O. Box

CODY, WY 82414
City State Zip

Business Telephone Number: (307) 586-4131
Fax Number:
E-Mail Address: garsherjohnston@aol.com

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.**

BAR AND GRILL

FILING IN

☒ CITY (TOWN) OF CODY

FILING AS (CHOOSE ONLY ONE)

☐ INDIVIDUAL ☒ LLC
☐ PARTNERSHIP ☐ LLP
☐ CORPORATION
☐ LTD PARTNERSHIP
☐ ASSOCIATION
☐ ORGANIZATION

TYPE OF LICENSE OR PERMIT
(CHOOSE ONLY ONE)

RETAIL LIQUOR LICENSE
- ☐ ON-PREMISE ONLY (BAR)
- ☐ OFF-PREMISE ONLY (PACKAGE STORE)
- ☐ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)

☐ RESTAURANT LIQUOR LICENSE
☐ RESORT LIQUOR LICENSE
☒ BAR AND GRILL
LIMITED RETAIL (CLUB)
- ☐ FRATERNAL CLUB
- ☐ VETERANS CLUB
- ☐ SOCIAL CLUB
- ☐ GOLF CLUB

☐ MICROBREWERY
☐ WINERY
☐ DISTILLERY SATELLITE
☐ WINERY SATELLITE
☐ COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT

To Assist the Liquor Division with scheduling inspections:

WHEN DO YOU OPERATE?

☐ NON-OPERATIONAL/PARKED
☒ FULL TIME (e.g. Jan through Dec)
☐ SEASONAL/PART-TIME

(specify months of operation)

from JAN to DEC

DAYS OF WEEK (e.g. Mon through Sat)
Open 7 DAY per week

HOURS OF OPERATION (e.g. 10a - 2a)
11 AM - 11 pm

Minimum Purchase Requirement:

RETAIL LICENSE HOLDERS:
Have you purchased **$2,000** in spirits, wines and/or malt beverages during the previous license term? ☐ YES ☐ NO

RESTAURANT, RESORT, CLUB, COUNTY MALT, OR BAR AND GRILL LICENSE HOLDERS:
Have you purchased **$500** in spirits, wines and/or malt beverages during the previous license term? ☒ YES ☐ NO
W.S.12-4-103(c)

1. DISPENSING ROOM DESCRIPTION WITH DIMENSIONS:

(a) Give a description with dimensions of the dispensing room and state where it is located within the building (e.g. 10 x 12 room in SE corner of building). If the building is not in existence, also provide an architect's drawing or suitable plans of the room and premises to be licensed: W.S. 12-4-102(a)(i)
27' X 30' ROOM IN SOUTH PORTION OF BLDG

(b) If **Winery** or **Microbrewery**, also list the manufacturing facility.(e.g. MFG: 10' X 12' room in SW portion of bldg.) **MFG:**

(c) Do you have an additional dispensing room? ☐ YES ☒ NO If yes, provide description and location:

(d) Provide the legal description and the zoning of the site where the applicant will conduct business:
O.T. LOTS 21-24, BLOCK 52, ZONE D2

2. Have there been any changes in the physical location of the dispensing room since the last application was filed?
☐ YES If YES, please submit a drawing of the new dispensing room.
☒ NO

(a) Do you anticipate any changes in the next twelve (12) months?
☐ YES If YES, please submit a drawing of the new dispensing room.
☒ NO

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

(1) **OWN** the building in which sales room is located? ☐ YES (own)
(2) **LEASE** the building in which sales room is located? ☒ YES (lease)
(A) **DATE** lease expires 2023 located on page 2 paragraph 3.1 of lease document.
(B) Provision for **SALE** of alcoholic or malt beverages located on page 2 paragraph 7.7 of lease.

NOTE: Please submit a copy of the lease with the application. W.S. 12-2-103(a)(iii) requires the lease be valid THROUGH the TERM OF THE LICENSE and MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.

4. Restaurant and Bar and Grill Liquor License Holders Only:

(a) Gross sales figures and percentages of income derived from: W.S.12-4-408(b) (Line 1 + Line 2 must = Line 3)

(Line 1) Liquor Sales: $ 375,600 (25 %)
(Line 2) Food Sales: $ 1,157,900 (75 %)
(Line 3) Gross Sales: $ 1,533,500 (100 %)

(b) Did you attach a copy of your valid food service permit to this application. W.S.12-4-407(a), W.S.12-4-413(a) ☒ YES ☐ NO

5. Microbrewery License Holders Only:

(a) Did you produce over 50 barrels (1,550 gallons) but less than 50,000 barrels (1,550,000 gallons) during the previous license term? W.S.12-1-101(a)(xix) ☐ YES ☐ NO

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

(c) Do you distribute your own products through an existing malt beverage wholesaler? W.S. 12-2-201(g)(i) (Requires additional licensing with the Liquor Division) ☐ YES ☐ NO

6. Social Club License Holders Only:

(a) Have you filed a detailed statement of your activities during the year with an itemized statement of amounts expended? W.S. 12-1-101(a)(ii)(E) ☐ YES ☐ NO

7. If the applicant is filing as an Individual or Partnership or as a Club:

Each individual or partner or officer must complete this section.

True and Correct Name	Date of Birth	*DONOT LIST PO BOXES* Residence Address No. & Street City, State & Zip	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 ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

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

8. If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership:

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 this section.

True and Correct Name	Date of Birth	*DONOT LIST PO BOXES* Residence Address No. & Street City, State & Zip	Residence Phone Number	No. of Years in Corp or LLC	% of Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Gary Johnston				3	100%	YES ☐ NO ☒	YES ☐ NO ☒
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐

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

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 *)*

Before Me, V Gail Trueblood *, (specify)*
(Printed name of Notary or other officer authorized to administer oaths)

a Notary Public, Officer authorized to administer oaths in and for Park *County, State of Wyoming, personally appeared*

Gary Johnston *name he/she being first duly sworn*
(Insert Names)

by me upon his oath, says that the facts alleged in the foregoing instrument are true.

(Seal)

V GAIL TRUEBLOOD NOTARY PUBLIC
COUNTY OF PARK STATE OF WYOMING
MY COMMISSION EXPIRES DECEMBER 16, 2017

1. [signature]
2.
3.
4.

My Commission expires: Dec 16, 2017

Witness my hand and official seal:

V Gail Trueblood
(Notary Public or other officer authorized to administer oaths)

Title Notary Public

Dated: 05 / 01 / 2017

FOR LIQUOR DIVISION USE ONLY

Reviewer	Initials	Date
Agent:		
Chief:		
Acct.:		

BUILDING LEASE AGREEMENT

THIS OFFICE LEASE AGREEMENT is made and entered into as of the 24th day of April, 2013, between **WNT, LLC** ("WNT,") and **MILLSTONE PIZZA, LLC** ("MILLSTONE.")

WITNESSETH:

WHEREAS, WNT is the sole owner of THE PREMISES described herein and desires to lease THE PREMISES to a suitable Lessee; and

WHEREAS, MILLSTONE desires to lease THE PREMISES for use as a restaurant and sports bar; and

WHEREAS, the parties desire to enter into a lease agreement defining the rights, duties and liabilities relating to THE PREMISES and the responsibilities between the parties.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

Section One: Definitions

1.1 As used in this Office Lease Agreement:

a) "THIS AGREEMENT" or "THE AGREEMENT" shall be used to refer to this Building Lease Agreement;

b) "THE BUILDING" shall be used to refer to the building located at 1057 Sheridan Avenue, Cody, Wyoming;

c) "RENOVATION ACTIVITIES" shall be used to refer to all unnecessary alterations, betterments, improvements, additions, renovations and reconstruction of or to THE PREMISES, or any part thereof, of any kind or nature whatsoever;

d) "LEASE YEAR" or similar words shall be used to refer to a period of twelve (12) full consecutive calendar months;

e) "MILLSTONE" shall be used to refer to the entity leasing THE PREMISES; in this instance, MILLSTONE PIZZA, LLC;

f) "WNT" shall be used to refer to WNT, LLC or its authorized agent;

g) "NECESSARY REPAIRS" shall be used to refer to all necessary replacements and alterations; and

h) "THE PREMISES" shall be used to refer to THE BUILDING more particularly described in Paragraph 2.1.

Section Two: Subject and Purpose

2.1 WNT leases THE PREMISES more particularly described as follows: Eleven Thousand One Hundred Eighty-Six (11,186) square feet of space in THE BUILDING located at 1057 Sheridan Avenue in Cody, WY 82414.

2.2 THE PREMISES shall be used and occupied only for use as a restaurant and sports bar and for no other purpose without the written consent of WNT. WNT specifically authorizes the operation of a brewery and the sale of alcoholic beverages on THE PREMISES during the term of THIS AGREEMENT and any extension hereof. If, in the opinion of WNT, THE PREMISES, or any part thereof, are not being used in a usual and legitimate manner with respect to the conduct of such offices, WNT may give MILLSTONE written notice requiring MILLSTONE to terminate such improper use within three (3) days thereafter. A failure to comply with such request shall constitute a breach of THIS AGREEMENT.

Section Three: Term and Rent

3.1 WNT leases THE PREMISES to MILLSTONE for a term of ten (10) years, commencing April 24th, 2013, at 12:00 noon and terminating on March 30, 2023, at 12:00 noon, or sooner as provided herein. BASIC RENT shall begin accruing upon the opening of MILLSTONE's business at a monthly "BASIC RENT" for the first five (5) LEASE YEARS equal to the greater of either:

- $6,991.25, or
- 8.25% of MILLSTONE's gross monthly income from the sale of food and beverages. MILLSTONE shall provide such documents as WNT may request from time to time to evidence such gross monthly sales, and WNT shall further have the right to audit MILLSTONE's sales and financial records in order to verify such sales amounts.

All payments required herein are payable in arrears within three (3) days following the end of each month during the term of THIS AGREEMENT or any renewal thereof.

3.2 Upon expiration of THIS AGREEMENT, at the election of MILLSTONE, and subject to all other terms and conditions contained herein, MILLSTONE may renew THIS AGREEMENT for three (3) additional five (5) year lease terms.

3.3 Upon the expiration of the fifth (5th) LEASE YEAR, the BASIC RENT—but not the percentage of MILLSTONE's gross monthly income from the sale of food and beverages—shall be increased at the beginning of the sixth (6th) LEASE YEAR in the amount of three percent (3%). By way of example: Upon the beginning of the sixth (6th) LEASE YEAR, the monthly BASIC RENT shall increase to the greater of either:

- $7,200.99, or
- 8.25% of MILLSTONE's gross monthly income from the sale of food and beverages.

IN WITNESS WHEREOF, the parties have executed THIS AGREEMENT at Cody, Wyoming, the day and year first above written.

WNT, LLC

By: Richard Petersen, Managing Member

By: [illegible] Pantantine Managing Member

MILLSTONE PIZZA, LLC

By: Gary Johnston, Manager

The undersigned hereby personally guarantees that MILLSTONE will perform all covenants, terms, conditions and promises contained in THIS AGREEMENT, including the payment of any monies required herein. WNT shall have the right to require the performance of the personal guarantor in place of the performance of MILLSTONE without first having requested such performance by MILLSTONE.

4-24-17

Date

Gary Johnston

J:\users\ds\corp & llc files\companies\millstone real estate (nka wnt, llc)\lease agreement (4-16-13).docx

WDA-17A
04/2k

WYOMING DEPARTMENT OF AGRICULTURE

CHEYENNE, WYOMING 82002

RECEIPT NUMBER
FD 055820

FOOD LICENSE

Account # **13478/13478-1**

Whereas this party has made application for the licenses listed below in the State of Wyoming according to the law and agrees to comply with all laws, rules and regulations thereto, including the payment of all required fees, there is hereby issued to the applicant this license. This license is not transferable and, unless revoked, shall expire on the date indicated below.

MILLSTONE PIZZA LLC
1057 SHERIDAN AVE
CODY, WY 82414

Expiration Date: **5/9/2017**

Director of Agriculture

Equal Opportunity in Employment and Services

1

Outdoor Serving Area Renewal/Request

Per state statute 12-5-201 (a), "Alcoholic beverages secured in the licensed room by a server may be served only in the building in which the licensed room is located an in an immediately adjacent fenced or enclosed area as approved by the local licensing authority."

If you currently have an outdoor serving area or would like to request approval of a new outdoor serving area, please complete the following:

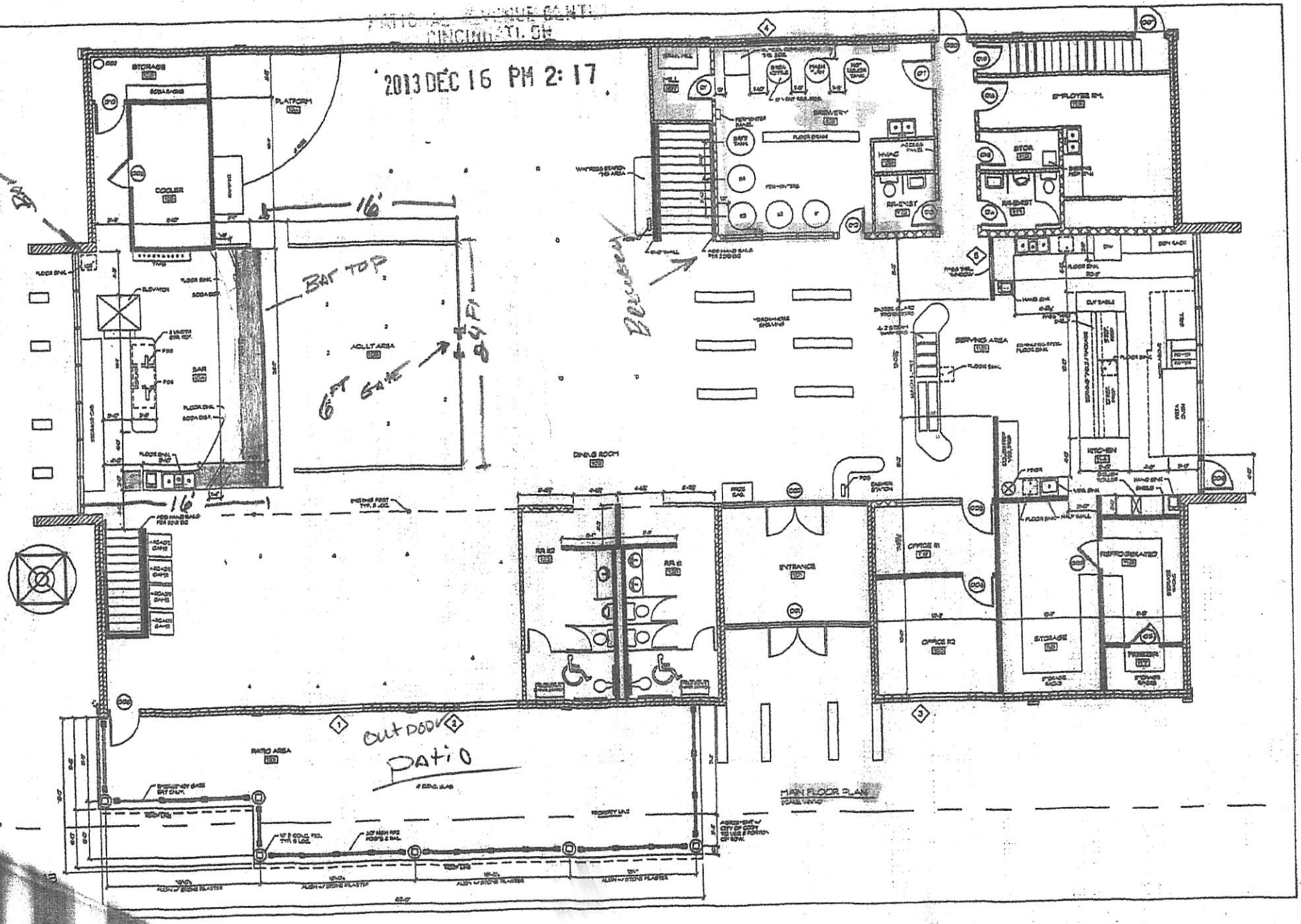
Applicant Name: Millstone Pizza, LLC

X Please renew our outdoor serving area.

_____ I am requesting approval of a new outdoor serving area (not previously approved).

If requesting approval of a new area, or if you have made changes to the current area, please provide a detailed drawing:

CINCINNATI, OH
2013 DEC 16 PM 2:17



RENEWAL OF LIQUOR LICENSE OR PERMIT APPLICATION

To be completed by the City, Town or County Clerk:

Date Filed With Clerk: 5 / 11 / 17

	Annual Fee	Prorated Fee
Basic Fee:	$ 500.00	$ ____
Add'l Dispensing Room Fee:	$ ____	$ ____
Transfer Fee:	$ ____	
Total License Fee Collected	$ ____	$ ____
Publishing Fee Collected:	$ 21.00	
Publishing Direct Billed:	☐	

Advertising Dates (2 wks): 6/6/17 & 6/13/17

Hearing Date: 6/20/2017

LICENSE TERM: 08/01/2017

Through: 07/31/2018

A copy must be immediately forwarded to:
State of Wyoming Liquor Division
6601 Campstool Rd.
Cheyenne WY 82002-0110

Applicant: MILLSTONE PIZZA LLC

Trade Name (dba): MILLSTONE PIZZA COMPANY & BREWERY

Premise Address: 1057 SHERIDAN AVENUE
Number & Street

CODY, WY 82414 PARK
City State Zip County

Mailing Address: 1057 SHERIDAN AVENUE
Number & Street or P.O. Box

CODY, WY 82414
City State Zip

Business Telephone Number: (307) 586-4131
Fax Number:
E-Mail Address: garsherjohnston@aol.com

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.**

MICROBREWERY

FILING IN

☒ CITY (TOWN) OF CODY

FILING AS (CHOOSE ONLY ONE)

☐ INDIVIDUAL ☒ LLC
☐ PARTNERSHIP ☐ LLP
☐ CORPORATION
☐ LTD PARTNERSHIP
☐ ASSOCIATION
☐ ORGANIZATION

TYPE OF LICENSE OR PERMIT
(CHOOSE ONLY ONE)

RETAIL LIQUOR LICENSE
- ☐ ON-PREMISE ONLY (BAR)
- ☐ OFF-PREMISE ONLY (PACKAGE STORE)
- ☐ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)

☐ RESTAURANT LIQUOR LICENSE
☐ RESORT LIQUOR LICENSE
☐ BAR AND GRILL
LIMITED RETAIL (CLUB)
- ☐ FRATERNAL CLUB
- ☐ VETERANS CLUB
- ☐ SOCIAL CLUB
- ☐ GOLF CLUB

☒ MICROBREWERY
☐ WINERY
☐ DISTILLERY SATELLITE
☐ WINERY SATELLITE
☐ COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT

To Assist the Liquor Division with scheduling inspections:

WHEN DO YOU OPERATE?

☐ NON-OPERATIONAL/PARKED
☒ FULL TIME (e.g. Jan through Dec)
☐ SEASONAL/PART-TIME

(specify months of operation)

from Jan to Dec

DAYS OF WEEK (e.g. Mon through Sat)
Open 7 days per week

HOURS OF OPERATION (e.g. 10a - 2a)
11 am – 11 pm

Minimum Purchase Requirement:

RETAIL LICENSE HOLDERS:
Have you purchased **$2,000** in spirits, wines and/or malt beverages during the previous license term? ☐ YES ☐ NO

RESTAURANT, RESORT, CLUB, COUNTY MALT, OR BAR AND GRILL LICENSE HOLDERS:
Have you purchased **$500** in spirits, wines and/or malt beverages during the previous license term? ☒ YES ☐ NO
W.S.12-4-103(c)

1. DISPENSING ROOM DESCRIPTION WITH DIMENSIONS:

(a) Give a description with dimensions of the dispensing room and state where it is located within the building (e.g. 10 x 12 room in SE corner of building). If the building is not in existence, also provide an architect's drawing or suitable plans of the room and premises to be licensed: W.S. 12-4-102(a)(i)
27' X 30' ROOM IN SOUTH PORTION OF BLDG

(b) If **Winery** or **Microbrewery**, also list the manufacturing facility.(e.g. MFG: 10' X 12' room in SW portion of bldg.) **MFG: MFG: 16' X 20' ROOM ON WEST SIDE OF BLDG MFG: 16' X 20' ROOM ON WEST SIDE OF BLDG**

(c) Do you have an additional dispensing room? ☐ YES ☒ NO If yes, provide description and location:

(d) Provide the legal description and the zoning of the site where the applicant will conduct business:
O.T. LOTS 21-24, BLOCK 52, ZONE D2

2. Have there been any changes in the physical location of the dispensing room since the last application was filed?
☐ YES If YES, please submit a drawing of the new dispensing room.
☒ NO

(a) Do you anticipate any changes in the next twelve (12) months?
☐ YES If YES, please submit a drawing of the new dispensing room.
☒ NO

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

(1) **OWN** the building in which sales room is located? ☐ YES (own)
(2) **LEASE** the building in which sales room is located? ☒ YES (lease)
(A) **DATE** lease expires 2023 located on page 2 paragraph 3.1 of lease document.
(B) Provision for **SALE** of alcoholic or malt beverages located on page 2 paragraph 2.2 of lease.

NOTE: Please submit a copy of the lease with the application. W.S. 12-2-103(a)(iii) requires the lease be valid THROUGH the TERM OF THE LICENSE and MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.

4. Restaurant and Bar and Grill Liquor License Holders Only:

(a) Gross sales figures and percentages of income derived from: W.S.12-4-408(b) (Line 1 + Line 2 must = Line 3)

(Line 1) Liquor Sales:
(Line 2) Food Sales:
(Line 3) Gross Sales: _____ %)

(b) Did you attach a copy of your valid food service permit to this application. W.S.12-4-407(a), W.S.12-4-413(a) ES ☐ NO

5. Microbrewery License Holders Only:

(a) Did you produce over 50 barrels (1,550 gallons) but less than 50,000 barrels (1,550,000 gallons) during the previous license term? W.S.12-1-101(a)(xix) ☒ YES ☐ NO

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

(c) Do you distribute your own products through an existing malt beverage wholesaler? W.S. 12-2-201(g)(i) (Requires additional licensing with the Liquor Division) ☐ YES ☒ NO

6. Social Club License Holders Only:

(a) Have you filed a detailed statement of your activities during the year with an itemized statement of amounts expended? W.S. 12-1-101(a)(ii)(E) ☐ YES ☐ NO

7. If the applicant is filing as an Individual or Partnership or as a Club:

Each individual or partner or officer must complete this section.

True and Correct Name	Date of Birth	*DONOT LIST PO BOXES* Residence Address No. & Street City, State & Zip	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 NO ☐	YES ☐ N ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

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

8. If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership:

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 this section.

True and Correct Name	Date of Birth	*DONOT LIST PO BOXES* Residence Address No. & Street City, State & Zip	Residence Phone Number	No. of Years in Corp or LLC	% of Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Gary Johnston				3	100%	YES ☐ NO ☒	YES ☐ NO ☒
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐

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

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 *)*

Before Me, V Gail Trueblood *, (specify)*
(Printed name of Notary or other officer authorized to administer oaths)

a Notary Public, Officer authorized to administer oaths in and for Park *County, State of Wyoming, personally appeared*

Gary Johnston *name he/she being first duly sworn*
(Insert Names)

(Seal) V GAIL TRUEBLOOD NOTARY PUBLIC COUNTY OF PARK STATE OF WYOMING MY COMMISSION EXPIRES DECEMBER 16, 2017

by me upon his oath, says that the facts alleged in the foregoing instrument are true

1. _____
2. _____
3. _____
4. _____

My Commission expires: Dec 16, 2017

Witness my hand and official seal:

V Gail Trueblood
(Notary Public or other officer authorized to administer oaths)

Title Notary Public

Dated: 05 / 01 / 2017

FOR LIQUOR DIVISION USE ONLY		
Reviewer	Initials	Date
Agent:		
Chief:		
Acct.:		

BUILDING LEASE AGREEMENT

THIS OFFICE LEASE AGREEMENT is made and entered into as of the 24th day of April, 2013, between **WNT, LLC** ("WNT,") and **MILLSTONE PIZZA, LLC** ("MILLSTONE.")

WITNESSETH:

WHEREAS, WNT is the sole owner of THE PREMISES described herein and desires to lease THE PREMISES to a suitable Lessee; and

WHEREAS, MILLSTONE desires to lease THE PREMISES for use as a restaurant and sports bar; and

WHEREAS, the parties desire to enter into a lease agreement defining the rights, duties and liabilities relating to THE PREMISES and the responsibilities between the parties.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

Section One: Definitions

1.1 As used in this Office Lease Agreement:

a) "THIS AGREEMENT" or "THE AGREEMENT" shall be used to refer to this Building Lease Agreement;

b) "THE BUILDING" shall be used to refer to the building located at 1057 Sheridan Avenue, Cody, Wyoming;

c) "RENOVATION ACTIVITIES" shall be used to refer to all unnecessary alterations, betterments, improvements, additions, renovations and reconstruction of or to THE PREMISES, or any part thereof, of any kind or nature whatsoever;

d) "LEASE YEAR" or similar words shall be used to refer to a period of twelve (12) full consecutive calendar months;

e) "MILLSTONE" shall be used to refer to the entity leasing THE PREMISES; in this instance, MILLSTONE PIZZA, LLC;

f) "WNT" shall be used to refer to WNT, LLC or its authorized agent;

g) "NECESSARY REPAIRS" shall be used to refer to all necessary replacements and alterations; and

h) "THE PREMISES" shall be used to refer to THE BUILDING more particularly described in Paragraph 2.1.

Section Two: Subject and Purpose

2.1 WNT leases THE PREMISES more particularly described as follows: Eleven Thousand One Hundred Eighty-Six (11,186) square feet of space in THE BUILDING located at 1057 Sheridan Avenue in Cody, WY 82414.

2.2 THE PREMISES shall be used and occupied only for use as a restaurant and sports bar and for no other purpose without the written consent of WNT. WNT specifically authorizes the operation of a brewery and the sale of alcoholic beverages on THE PREMISES during the term of THIS AGREEMENT and any extension hereof. If, in the opinion of WNT, THE PREMISES, or any part thereof, are not being used in a usual and legitimate manner with respect to the conduct of such offices, WNT may give MILLSTONE written notice requiring MILLSTONE to terminate such improper use within three (3) days thereafter. A failure to comply with such request shall constitute a breach of THIS AGREEMENT.

Section Three: Term and Rent

3.1 WNT leases THE PREMISES to MILLSTONE for a term of ten (10) years, commencing April 24th, 2013, at 12:00 noon and terminating on March 30, 2023, at 12:00 noon, or sooner as provided herein. BASIC RENT shall begin accruing upon the opening of MILLSTONE's business at a monthly "BASIC RENT" for the first five (5) LEASE YEARS equal to the greater of either:

- $6,991.25, or
- 8.25% of MILLSTONE's gross monthly income from the sale of food and beverages. MILLSTONE shall provide such documents as WNT may request from time to time to evidence such gross monthly sales, and WNT shall further have the right to audit MILLSTONE's sales and financial records in order to verify such sales amounts.

All payments required herein are payable in arrears within three (3) days following the end of each month during the term of THIS AGREEMENT or any renewal thereof.

3.2 Upon expiration of THIS AGREEMENT, at the election of MILLSTONE, and subject to all other terms and conditions contained herein, MILLSTONE may renew THIS AGREEMENT for three (3) additional five (5) year lease terms.

3.3 Upon the expiration of the fifth (5th) LEASE YEAR, the BASIC RENT—but not the percentage of MILLSTONE's gross monthly income from the sale of food and beverages—shall be increased at the beginning of the sixth (6th) LEASE YEAR in the amount of three percent (3%). By way of example: Upon the beginning of the sixth (6th) LEASE YEAR, the monthly BASIC RENT shall increase to the greater of either:

- $7,200.99, or
- 8.25% of MILLSTONE's gross monthly income from the sale of food and beverages.

IN WITNESS WHEREOF, the parties have executed THIS AGREEMENT at Cody, Wyoming, the day and year first above written.

WNT, LLC

By: Richard Petersen, Managing Member

By: [illegible] Bartantine Managing Member

MILLSTONE PIZZA, LLC

By: Gary Johnston, Manager

The undersigned hereby personally guarantees that MILLSTONE will perform all covenants, terms, conditions and promises contained in THIS AGREEMENT, including the payment of any monies required herein. WNT shall have the right to require the performance of the personal guarantor in place of the performance of MILLSTONE without first having requested such performance by MILLSTONE.

4-24-17

Date

Gary Johnston

J:\wordcorp & llc files\companies\millstone real estate (nka wnt, llc)\lease agreement (4-16-13).docx

Outdoor Serving Area Renewal/Request

Per state statute 12-5-201 (a), "Alcoholic beverages secured in the licensed room by a server may be served only in the building in which the licensed room is located an in an immediately adjacent fenced or enclosed area as approved by the local licensing authority."

If you currently have an outdoor serving area or would like to request approval of a new outdoor serving area, please complete the following:

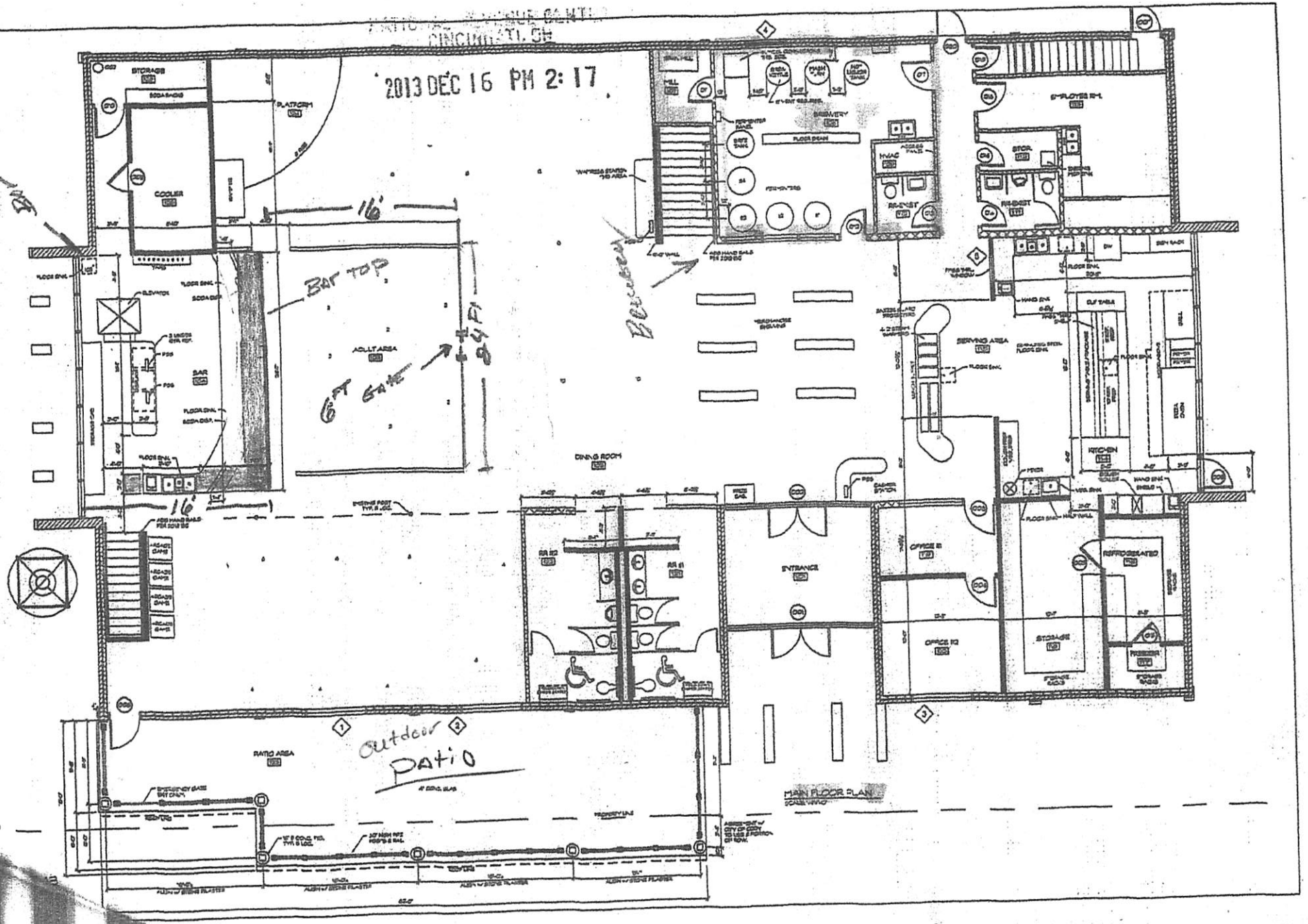
Applicant Name: Millstone Pizza, LLC

X Please renew our outdoor serving area.

_____ I am requesting approval of a new outdoor serving area (not previously approved).

If requesting approval of a new area, or if you have made changes to the current area, please provide a detailed drawing:

CINCINNATI, OH
2013 DEC 16 PM 2:17



WLD-28 (1/16) License# 417

RENEWAL OF LIQUOR LICENSE OR PERMIT APPLICATION

To be completed by the City, Town or County Clerk:

Date Filed With Clerk: 5 / 2 / 17

	Annual Fee	Prorated Fee
Basic Fee:	$ 1000.00	$.
Add'l Dispensing Room Fee:	$.	$.
Transfer Fee:	$.	
Total License Fee Collected	$.	$.
Publishing Fee Collected:	$ 21.00	
Publishing Direct Billed:	☐	

Advertising Dates (2 wks): 6/6/17 & 6/13/17

Hearing Date: 6/20/2017

LICENSE TERM: 08/01/2017

Through: 07/31/2018

A copy must be immediately forwarded to:
State of Wyoming Liquor Division
6601 Campstool Rd.
Cheyenne WY 82002-0110

Applicant: MIURA INC

Trade Name (dba): SHIKI JAPANESE RESTAURANT

Premise Address: 1420 SHERIDAN AVENUE
Number & Street

CODY, WY 82414 PARK
City State Zip County

Mailing Address: 1420 SHERIDAN AVENUE
Number & Street or P.O. Box

CODY, WY 82414
City State Zip

Business Telephone Number: (307) 527-7116
Fax Number: (307) 527-7122
E-Mail Address: shiki_cody@hotmail.com

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.**

RESTAURANT

FILING IN

☒ CITY (TOWN) OF CODY

FILING AS (CHOOSE ONLY ONE)

☐ INDIVIDUAL ☐ LLC
☐ PARTNERSHIP ☐ LLP
☒ CORPORATION
☐ LTD PARTNERSHIP
☐ ASSOCIATION
☐ ORGANIZATION

TYPE OF LICENSE OR PERMIT
(CHOOSE ONLY ONE)

RETAIL LIQUOR LICENSE
- ☐ ON-PREMISE ONLY (BAR)
- ☐ OFF-PREMISE ONLY (PACKAGE STORE)
- ☐ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)

☒ RESTAURANT LIQUOR LICENSE
☐ RESORT LIQUOR LICENSE
☐ BAR AND GRILL
LIMITED RETAIL (CLUB)
- ☐ FRATERNAL CLUB
- ☐ VETERANS CLUB
- ☐ SOCIAL CLUB
- ☐ GOLF CLUB

☐ MICROBREWERY
☐ WINERY
☐ DISTILLERY SATELLITE
☐ WINERY SATELLITE
☐ COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT

To Assist the Liquor Division with scheduling inspections:

WHEN DO YOU OPERATE?

☐ NON-OPERATIONAL/PARKED
☒ FULL TIME (e.g. Jan through Dec)
☐ SEASONAL/PART-TIME

(specify months of operation)

from _____ to _____

DAYS OF WEEK (e.g. Mon through Sat)
Mon. — Sun.

HOURS OF OPERATION (e.g. 10a - 2a)
Mon - Fri 11-2 & 4-9
Sat 12-9 Sun 4-9.

Minimum Purchase Requirement:

RETAIL LICENSE HOLDERS:
Have you purchased **$2,000** in spirits, wines and/or malt beverages during the previous license term? ☐ YES ☒ NO

RESTAURANT, RESORT, CLUB, COUNTY MALT, OR BAR AND GRILL LICENSE HOLDERS:
Have you purchased **$500** in spirits, wines and/or malt beverages during the previous license term? ☒ YES ☐ NO
W.S.12-4-103(c)

1. DISPENSING ROOM DESCRIPTION WITH DIMENSIONS:
   (a) Give a description with dimensions of the dispensing room and state where it is located within the building (e.g. 10 x 12 room in SE corner of building). If the building is not in existence, also provide an architect's drawing or suitable plans of the room and premises to be licensed: W.S. 12-4-102(a)(i)
   6' X 6' ROOM IN SW CORNER OF BLDG
   (b) If **Winery** or **Microbrewery**, also list the manufacturing facility.(e.g. MFG: 10' X 12' room in SW portion of bldg.) **MFG:**
   (c) Do you have an additional dispensing room? ☐ YES ☒ NO If yes, provide description and location:
   (d) Provide the legal description and the zoning of the site where the applicant will conduct business:
   LOT 13, BLOCK 11, ORIGINAL TOWN
2. Have there been any changes in the physical location of the dispensing room since the last application was filed?
   ☐ YES If YES, please submit a drawing of the new dispensing room.
   ☒ NO
   (a) Do you anticipate any changes in the next twelve (12) months?
   ☐ YES If YES, please submit a drawing of the new dispensing room.
   ☒ NO
3. **BUILDING OWNERSHIP:** Does the applicant? W.S. 12-4-103 (a) (iii):
   (1) **OWN** the building in which sales room is located? ☐ YES (own)
   (2) **LEASE** the building in which sales room is located? ☒ YES (lease)
   (A) **DATE** lease expires 6/30/2021 located on page 1 paragraph 3 #2 of lease document.
   (B) Provision for **SALE** of alcoholic or malt beverages located on page 1 paragraph 3 #3 of lease.

NOTE: Please submit a copy of the lease with the application. W.S. 12-2-103(a)(iii) requires the lease be valid THROUGH the TERM OF THE LICENSE and MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.

4. Restaurant and Bar and Grill Liquor License Holders Only:

(a) Gross sales figures and percentages of income derived from: W.S.12-4-408(b) (Line 1 + Line 2 must = Line 3)

(Line 1) Liquor Sales: $ 31605.15 (6.57 %)
(Line 2) Food Sales: $ 449673.06 (93.43 %)
(Line 3) Gross Sales: $ 481278.21 (100 %)

(b) Did you attach a copy of your valid food service permit to this application. W.S.12-4-407(a), W.S.12-4-413(a) ☒ YES ☐ NO

5. Microbrewery License Holders Only:

(a) Did you produce over 50 barrels (1,550 gallons) but less than 50,000 barrels (1,550,000 gallons) during the previous license term? W.S.12-1-101(a)(xix) ☐ YES ☒ NO

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

(c) Do you distribute your own products through an existing malt beverage wholesaler? W.S. 12-2-201(g)(i) (Requires additional licensing with the Liquor Division) ☐ YES ☒ NO

6. Social Club License Holders Only:

(a) Have you filed a detailed statement of your activities during the year with an itemized statement of amounts expended? W.S. 12-1-101(a)(ii)(E) ☐ YES ☒ NO

7. If the applicant is filing as an Individual or Partnership or as a Club:

Each individual or partner or officer must complete this section.

True and Correct Name	Date of Birth	***DONOT LIST PO BOXES*** Residence Address No. & Street City, State & Zip	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 ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

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

8. If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership:

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 this section.

True and Correct Name	Date of Birth	***DONOT LIST PO BOXES*** Residence Address No. & Street City, State & Zip	Residence Phone Number	No. of Years in Corp or LLC	% of Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Yuji Miura				11yrs	50%	YES ☐ NO ☒	YES ☐ NO ☒
Ikuko Miura				)	50%	YES ☐ NO ☒	YES ☐ NO ☒
						YES ☐ NO ☐	YES ☐ NO ☐

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

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 *)*

Before Me, Annalea Avery *, (specify)*
(Printed name of Notary or other officer authorized to administer oaths)

a Notary Public, Officer authorized to administer oaths in and for Park *County, State of Wyoming, personally appeared*
Yuji & Ikuko Miura *name he/she being first duly sworn*
(Insert Names)
by me upon his oath, says that the facts alleged in the foregoing instrument are true.

(Seal)

ANNALEA AVERY NOTARY PUBLIC
COUNTY OF PARK STATE OF WYOMING
MY COMMISSION EXPIRES MAY 20, 2020

1. _____
2. _____
3. _____
4. _____

My Commission expires: May 20, 2020

Witness my hand and official seal:

_____
(Notary Public or other officer authorized to administer oaths)

Title Notary

Dated: 5 / 2 / 17

FOR LIQUOR DIVISION USE ONLY		
Reviewer	Initials	Date
Agent:		
Chief:		
Acct.:		

Lease Agreement
1420 Sheridan Ave
Cody, WY

THIS LEASE AGREEMENT, Made between ROBERT S. NEWSOME and SANDRA M. NEWSOME (herein collectively called "LESSOR") and YUJI MIURA and MIURA INC. (herein called "LESSEE").

WITNESSETH: That LESSOR, for and in consideration of the covenants and agreements hereinafter set forth to be kept and performed by LESSEE, does hereby lease unto LESSEE the following described property:

- **1420 Sheridan, Cody, WY**

Together with all and singular the improvements and appurtenances thereon or there under appertaining (herein called "the LEASED PROPERTY"), upon the following terms and conditions:

1. TERM - the term of this lease shall be for six years commencing July 1, 2015

2. RENT - LESSEE covenants and agrees to pay to LESSOR as monthly rental for the LEASED PROPERTY as follows:
   $1500.00 per month from July 1, 2015 to June 31, 2016
   $2000.00 per month from July 1, 2016 to June 31, 2021

Monthly rental installments shall be payable in advance on or before the 5th day of each calendar month. Delinquent rent shall be subject to a late charge of 10%, and, if over 30 days delinquent, shall bear interest of 15% per year.

3. USE OF LEASED PROPERTY - LESSEE covenants and agrees the LESSEE will use the LEASED PROPERTY for sale of merchandise including but not limited to food and liquor.

4. INSURANCE - LESSEE covenants and agrees to secure and maintain during the term hereof, with an insurance carrier or carriers approved by the LESSOR, which approval LESSOR shall not unreasonably withhold, the following insurance:

General public liability insurance against claims for personal injury, death or property damages occurring in, on or about the LEASED PROPERTY, with limits of not less than $500,000.00 for bodily injury or death sustained by any one person and $1,000,000.00 for each occurrence, and property damage limits of $100,000.00 for each accident, which shall name both LESSOR and LESSEE as insureds.

If LESSEE fails or refuses to secure and maintain such insurance, LESSOR may obtain the same, the cost of which shall be added to the rent. LESSEE shall provide any casualty insurance covering the contents of LEASED PROPERTY, which LESSEE may

5. TAXES - LESSOR shall pay all property taxes assessed against the LEASED PROPERTY and LESSEE shall pay all property taxes assessed against LESSEE'S personal property, trade fixtures and inventory.

6. UTILITIES - LESSEE shall pay for utilities used or consumed on the LEASED PROPERTY, including the disposal and removal of trash. LESSEE shall have utilities held in their name and be solely responsible for payment. Any changes in utility service required by LESSEE or mandated by city, state or federal governments shall be paid by LESSEE.

7. MAINTENANCE AND REPAIRS - LESSEE shall keep the building on the LEASED PROPERTY in a good state of repair. LESSEE shall perform all maintenance and repairs required, including but not limited to painting, electrical, heating and air conditioning units, water and sewer facilities including plumbing, and flooring; shall promptly replace all broken or damaged glass, shall keep the sidewalks and entry ways free from snow, ice and obstructions of any kind; shall repair and replace any damage to the building (except for roof, exterior walls, and foundation); shall pay for any remodeling required by LESSEE, but LESSEE shall make no changes in the building without prior written consent of LESSOR.

LESSOR shall be responsible for the maintenance and repair of the roof, exterior walls and foundation of the building on the LEASED PROPERTY.

LESSEE shall return the LEASED PROPERTY to LESSOR upon the termination of this Lease, however the same shall terminate, in the same condition as when received, ordinary wear and tear and acts of God excepted.

8. DESTRUCTION OF BUILDING - If the building on the LEASED PROPERTY is totally destroyed (or so damaged as to be untenable) by storm, fire, earthquake or other casualty, the Lease shall terminate as of the date of such destruction or damage and the rental shall be accounted for between LESSOR and LESSEE on that date.

If the building is damaged but not rendered totally untenable and the damage can be fully repaired in 90 days, rent shall abate in proportion as the building has been damaged and LESSOR shall restore the building within said time limit, whereupon rent in full shall recommence. Should LESSOR fail or refuse to fully repair the building within said 90 days, LESSEE may terminate this Lease.

Lease Agreement
1420 Sheridan Ave
Cody, WY

9. INSPECTION - LESSOR may with consent of LESSEE enter the LEASED PROPERTY, to make repairs or show LEASED PROPERTY to persons who may wish to lease or buy the same.

10. ASSIGNMENT - LESSEE shall not assign this Lease nor sublet all or any part of the LEASED PROPERTY without prior consent of the LESSOR.

11. REMOVAL OF FIXTURES - LESSEE may remove, prior to the expiration of this Lease, all fixtures and equipment which it has on the LEASED PROPERTY, provided LESSEE shall repair all damage caused by such removal.

12. TERMINATION - If LESSEE fails to keep and perform or shall violate any of the covenants, conditions or terms of this Lease, including the Payment of the monthly rental when and as due, and fails to remedy such default within 30 days after written notice thereof to LESSEE, then and in such any event, LESSOR shall have the right at any time thereafter to terminate this Lease without further notice or demand. The right of termination shall not be exclusive and LESSOR shall have such other rights and remedies as may be provided by law for enforcing LESSOR'S rights hereunder and for the collection of rent.

LESSEE agrees to pay LESSOR'S costs, including reasonable attorney's fees, for enforcing any of LESSOR'S rights hereunder, including the collection of rent, late charges and interest on delinquent rent.

13. NOTICE - Any notice provided for or permitted herein may be delivered in person to the other party or may be delivered by depositing a copy thereof in the United States mail, postage prepaid, addressed to LESSOR as follows:

Robert S. Newsome
1131 Sheridan Ave.
Cody, WY 82414

and addressed to LESSEE as follows:

Yuji Miura
1420 Sheridan Ave
Cody, WY 82414

Notice by mail shall be considered delivered 36 hours following the deposit thereof in any United States post office. Either party may change address of notice by giving appropriate notice thereof in writing to the other party.

Lease Agreement
1420 Sheridan Ave
Cody, WY

14. RENT OPTION – LESSEE may, at their option, rent 1420 Sheridan Ave for five additional years starting July 1, 2021 The rent shall be $2200.00 per month. All of the covenants contained in this lease will apply to this option. Notice of LESSEE'S intent to exercise this option shall be delivered to the LESSOR by January 31, 2021

15. MODIFICATION - This Lease may not be amended or supplemented orally but only by an agreement in writing and supplement is signed by the party against whom enforcement of any such amendment or supplement is signed.

IN WITNESS WHEREOF, This Lease Agreement is executed by the parties hereto, as of this 25 day of May, 2015.

LESSOR:
Robert Newsome

Robert S. Newsome

Sandra Newsome

Sandra Newsome

LESSEE
Yuji Miura

Issued by:

WYOMING DEPARTMENT OF AGRICULTURE
CONSUMER HEALTH SERVCIES
2219 CAREY AVE
CHEYENNE, WY 82002

EQUAL OPPORTUNITY IN EMPLOYMENT AND SERVICES

Retail Food

ACCOUNT # 4795

Whereas this party has made application for the licenses listed below in the State of Wyoming according to the law and agrees to comply with all laws, rules and regulations thereto, including the payment of all required fees, there is hereby issued to the applicant this license. This license is not transferable and, unless revoked, shall expire on the date indicated below.

Issued to:

SHIKI JAPANESE CUISINE
1420 SHERIDAN AVE
CODY, WY 82414

EXPIRATION DATE:
8/30/2017

1420 SHERIDAN AVE
CODY, WY 82414

Director of Dept. of Ag

THIS LICENSE MUST BE CURRENT AND POSTED CONSPICUOUSLY AT THE PHYSICAL LOCATION

WDA-17A
04/2k

WYOMING DEPARTMENT OF AGRICULTURE

CHEYENNE, WYOMING 82002

RECEIPT NUMBER

FD 052903

FOOD LICENSE

Account # **6408/6408-1**

Whereas this party has made application for the licenses listed below in the State of Wyoming according to the law and agrees to comply with all laws, rules and regulations thereto, including the payment of all required fees, there is hereby issued to the applicant this license.
This license is not transferable and, unless revoked, shall expire on the date indicated below.

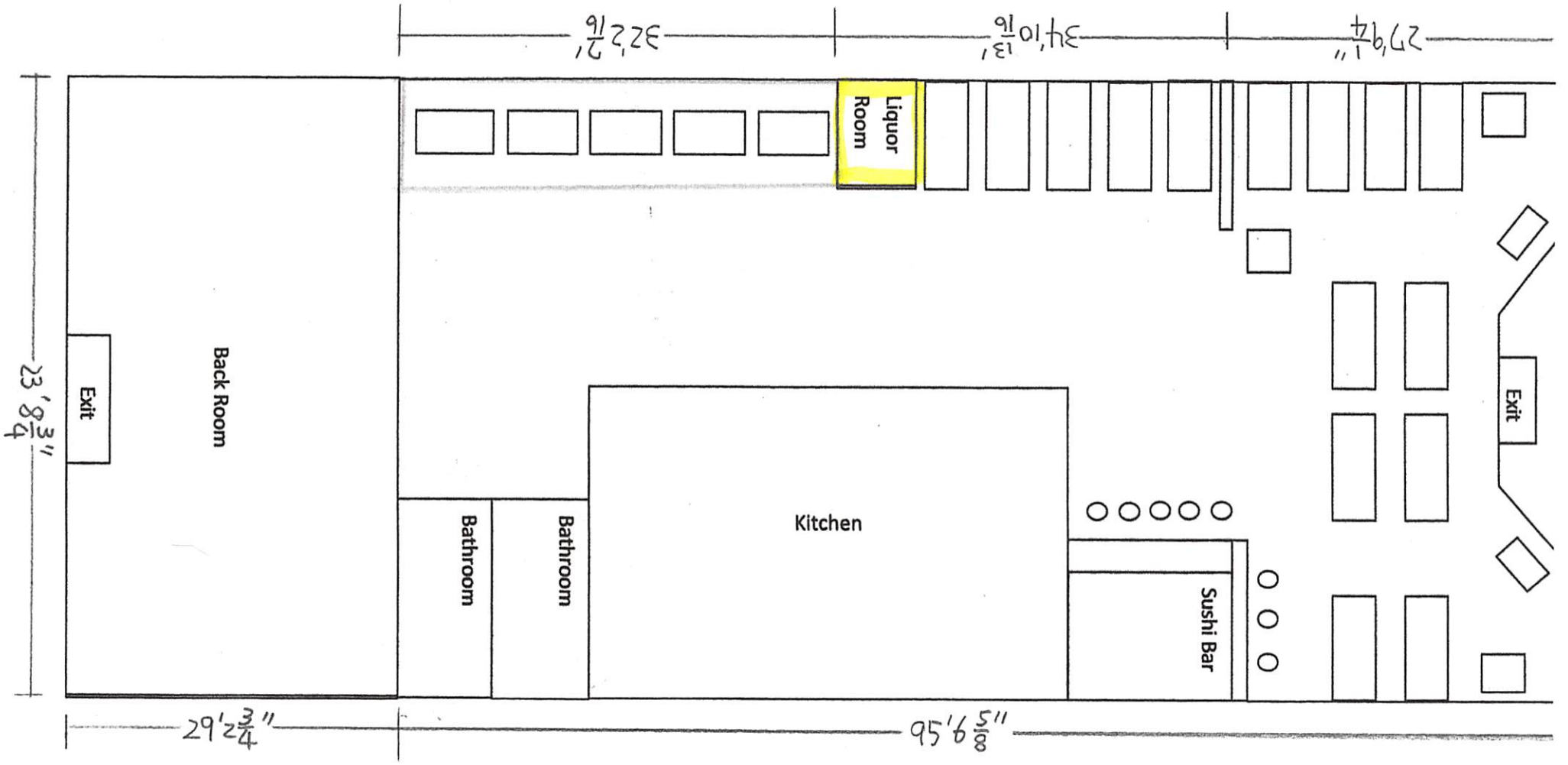
SHIKI JAPANESE CUISINE
1420 SHERIDAN AVE
CODY, WY 82414

Expiration Date: **8/30/2016**

Director of Agriculture

Equal Opportunity in Employment and Services

1



MIURA INC.
DBA SHIKI JAPANESE RESTAURANT
1420 SHERIDAN AVENUE
CODY, WY 82414

Yuji Miura
307-254-0540

WLD-28 (1/16) License# 406 406

RENEWAL OF LIQUOR LICENSE OR PERMIT APPLICATION

To be completed by the City, Town or County Clerk:

Date Filed With Clerk: 4 / 28 / 17

	Annual Fee	Prorated Fee
Basic Fee:	$ 1500.00	$ ____
Add'l Dispensing Room Fee:	$ ____	$ ____
Transfer Fee:	$ ____	
Total License Fee Collected	$ ____	$ ____
Publishing Fee Collected:	$ 21.00	
Publishing Direct Billed:	☐	

Advertising Dates (2 wks): 6/6/17 & 6/13/17

Hearing Date: 6/20/2017

LICENSE TERM: 08/01/2017

Through: 07/31/2018

A copy must be immediately forwarded to:
State of Wyoming Liquor Division
6601 Campstool Rd.
Cheyenne WY 82002-0110

Applicant: OLIVE GLENN GOLF & COUNTRY CLUB INC

Trade Name (dba): OLIVE GLENN GOLF & COUNTRY CLUB

Premise Address: 802 MEADOW LANE
Number & Street

CODY, WY 82414 PARK
City State Zip County

Mailing Address: PO BOX 26
Number & Street or P.O. Box

CODY, WY 82414
City State Zip

Business Telephone Number: (307) 587-5688
Fax Number: (307) 587-4591
E-Mail Address: ogcc@wyoming.com

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.**

BAR (FULL RETAIL)

FILING IN

☒ CITY (TOWN) OF CODY

FILING AS (CHOOSE ONLY ONE)

☐ INDIVIDUAL ☐ LLC
☐ PARTNERSHIP ☐ LLP
☒ CORPORATION
☐ LTD PARTNERSHIP
☐ ASSOCIATION
☐ ORGANIZATION

TYPE OF LICENSE OR PERMIT
(CHOOSE ONLY ONE)

RETAIL LIQUOR LICENSE
- ☐ ON-PREMISE ONLY (BAR)
- ☐ OFF-PREMISE ONLY (PACKAGE STORE)
- ☒ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)

☐ RESTAURANT LIQUOR LICENSE
☐ RESORT LIQUOR LICENSE
☐ BAR AND GRILL
LIMITED RETAIL (CLUB)
- ☐ FRATERNAL CLUB
- ☐ VETERANS CLUB
- ☐ SOCIAL CLUB
- ☐ GOLF CLUB

☐ MICROBREWERY
☐ WINERY
☐ DISTILLERY SATELLITE
☐ WINERY SATELLITE
☐ COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT

To Assist the Liquor Division with scheduling inspections:

WHEN DO YOU OPERATE?

☐ NON-OPERATIONAL/PARKED
☒ FULL TIME (e.g. Jan through Dec)
☐ SEASONAL/PART-TIME

(specify months of operation)

from _____ to _____

DAYS OF WEEK (e.g. Mon through Sat)
Sunday - Saturday

HOURS OF OPERATION (e.g. 10a - 2a)
11am - 9pm

Minimum Purchase Requirement:

RETAIL LICENSE HOLDERS:
Have you purchased **$2,000** in spirits, wines and/or malt beverages during the previous license term? ☒ YES ☐ NO

RESTAURANT, RESORT, CLUB, COUNTY MALT, OR BAR AND GRILL LICENSE HOLDERS:
Have you purchased **$500** in spirits, wines and/or malt beverages during the previous license term? ☐ YES ☐ NO
W.S.12-4-103(c)

1. DISPENSING ROOM DESCRIPTION WITH DIMENSIONS:
   (a) Give a description with dimensions of the dispensing room and state where it is located within the building (e.g. 10 x 12 room in SE corner of building). If the building is not in existence, also provide an architect's drawing or suitable plans of the room and premises to be licensed: W.S. 12-4-102(a)(i)
   2644 SQ FT ROOM IN NW CORNER OF BLDG
   (b) If **Winery** or **Microbrewery**, also list the manufacturing facility.(e.g. MFG: 10' X 12' room in SW portion of bldg.) **MFG:**
   (c) Do you have an additional dispensing room? ☒ YES ☐ NO If yes, provide description and location:
   30' X 40' ROOM IN SW CORNER OF BLDW.S. 12-5-201 (g)- SECONDARY ROOMS EXEMPT
   (d) Provide the legal description and the zoning of the site where the applicant will conduct business:
   TRACT C, OLIVE GLENN SUBDIVISION
2. Have there been any changes in the physical location of the dispensing room since the last application was filed?
   ☐ YES If YES, please submit a drawing of the new dispensing room.
   ☒ NO
   (a) Do you anticipate any changes in the next twelve (12) months?
   ☐ YES If YES, please submit a drawing of the new dispensing room.
   ☒ NO
3. **BUILDING OWNERSHIP:** Does the applicant? W.S. 12-4-103 (a) (iii):
   (1) **OWN** the building in which sales room is located? ☒ YES (own)
   (2) **LEASE** the building in which sales room is located? ☐ YES (lease)
   (A) **DATE** lease expires _____ located on page_____paragraph_____of lease document.
   (B) Provision for **SALE** of alcoholic or malt beverages located on page_____paragraph_____of lease.

NOTE: Please submit a copy of the lease with the application. W.S. 12-2-103(a)(iii) requires the lease be valid THROUGH the TERM OF THE LICENSE and MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.

4. Restaurant and Bar and Grill Liquor License Holders Only:

(a) Gross sales figures and percentages of income derived from: W.S.12-4-408(b) (Line 1 + Line 2 must = Line 3)

(Line 1) Liquor Sales: $ 186,016 (_____%)
(Line 2) Food Sales: $ 296,115 (_____%)
(Line 3) Gross Sales: $ 482,131 (_____%)

(b) Did you attach a copy of your valid food service permit to this application. W.S.12-4-407(a), W.S.12-4-413(a) ☒ YES ☐ NO

5. Microbrewery License Holders Only:

(a) Did you produce over 50 barrels (1,550 gallons) but less than 50,000 barrels (1,550,000 gallons) during the previous license term? W.S.12-1-101(a)(xix) ☐ YES ☐ NO

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

(c) Do you distribute your own products through an existing malt beverage wholesaler? W.S. 12-2-201(g)(i) (Requires additional licensing with the Liquor Division) ☐ YES ☐ NO

6. Social Club License Holders Only:

(a) Have you filed a detailed statement of your activities during the year with an itemized statement of amounts expended? W.S. 12-1-101(a)(ii)(E) ☐ YES ☐ NO

7. If the applicant is filing as an Individual or Partnership or as a Club:

Each individual or partner or officer must complete this section.

True and Correct Name	Date of Birth	*DONOT LIST PO BOXES* Residence Address No. & Street City, State & Zip	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?
C. Scott Aune				YES ☒ NO ☐	YES ☐ NO ☒	YES ☐ NO ☒
STEVEN M. SWAN				YES ☒ NO ☐	YES ☐ NO ☒	YES ☐ NO ☒
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

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

8. If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership:

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 this section.

True and Correct Name	Date of Birth	*DONOT LIST PO BOXES* Residence Address No. & Street City, State & Zip	Residence Phone Number	No. of Years in Corp or LLC	% of Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
C. Scott Aune				not	0	YES ☐ NO ☒	YES ☐ NO ☒
Steven M. Swan				2yrs	0	YES ☐ NO ☒	YES ☐ NO ☒
						YES ☐ NO ☐	YES ☐ NO ☐

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

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 *)*

Before Me, KRISTY MARIE HEMRICH-KESSINGER, *(specify)*
(Printed name of Notary or other officer authorized to administer oaths)

a Notary Public, Officer authorized to administer oaths in and for PARK *County, State of Wyoming, personally appeared*

Scott Aune & Steven M. Swan *name he/she being first duly sworn*
(Insert Names)

by me upon his oath, says that the facts alleged in the foregoing instrument are true.

(Seal)

KRISTY MARIE HEMRICH-KESSINGER
Notary Public – Notary Seal
State of Wyoming
Park County
My Commission Expires Sep 09, 2020

1. Scott Aune
2. Steven M. Swan
3. _____
4. _____

My Commission expires: 9-9-2020

Witness my hand and official seal:

Kristy Marie Hemrich-Kessinger
(Notary Public or other officer authorized to administer oaths)

Title Notary

Dated: 04 / 28 / 2017

FOR LIQUOR DIVISION USE ONLY		
Reviewer	Initials	Date
Agent:		
Chief:		
Acct.:		

RENEWAL OF LIQUOR LICENSE OR PERMIT APPLICATION

To be completed by the City, Town or County Clerk:

Date Filed With Clerk: 4 / 26 / 17

	Annual Fee	Prorated Fee
Basic Fee:	$ 500.00	$.
Add'l Dispensing Room Fee:	$.	$.
Transfer Fee:	$.	
Total License Fee Collected	$.	$.
Publishing Fee Collected:	$ 21.00	
Publishing Direct Billed:	☐	

Advertising Dates (2 wks): 6/6/17 & 6/13/17

Hearing Date: 6/20/2017

LICENSE TERM: 08/01/2017

Through: 07/31/2018

A copy must be immediately forwarded to:
State of Wyoming Liquor Division
6601 Campstool Rd.
Cheyenne WY 82002-0110

Applicant: PAT O'HARA BREWING COMPANY LLC

Trade Name (dba): PAT O'HARA BREWING COMPANY

Premise Address: 1019 15TH STREET
Number & Street

CODY, WY 82414 PARK
City State Zip County

Mailing Address: 1019 15TH STREET
Number & Street or P.O. Box

CODY, WY 82414
City State Zip

Business Telephone Number: (307) 586-5410
Fax Number:
E-Mail Address: patoharabrewing@gmail.com

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.**

MICROBREWERY

FILING IN

☒ CITY (TOWN) OF CODY

FILING AS (CHOOSE ONLY ONE)

☐ INDIVIDUAL ☒ LLC
☐ PARTNERSHIP ☐ LLP
☐ CORPORATION
☐ LTD PARTNERSHIP
☐ ASSOCIATION
☐ ORGANIZATION

TYPE OF LICENSE OR PERMIT
(CHOOSE ONLY ONE)

RETAIL LIQUOR LICENSE
- ☐ ON-PREMISE ONLY (BAR)
- ☐ OFF-PREMISE ONLY (PACKAGE STORE)
- ☐ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)

☐ RESTAURANT LIQUOR LICENSE
☐ RESORT LIQUOR LICENSE
☐ BAR AND GRILL
LIMITED RETAIL (CLUB)
- ☐ FRATERNAL CLUB
- ☐ VETERANS CLUB
- ☐ SOCIAL CLUB
- ☐ GOLF CLUB

☒ MICROBREWERY
☐ WINERY
☐ DISTILLERY SATELLITE
☐ WINERY SATELLITE
☐ COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT

To Assist the Liquor Division with scheduling inspections:

WHEN DO YOU OPERATE?

☐ NON-OPERATIONAL/PARKED
☒ FULL TIME (e.g. Jan through Dec)
☐ SEASONAL/PART-TIME

(specify months of operation)

from _____ to _____

DAYS OF WEEK (e.g. Mon through Sat)
Wed Through Mon

HOURS OF OPERATION (e.g. 10a - 2a)
11:00 AM – 10:00 PM

Minimum Purchase Requirement:

RETAIL LICENSE HOLDERS:
Have you purchased **$2,000** in spirits, wines and/or malt beverages during the previous license term? ☐ YES ☐ NO

RESTAURANT, RESORT, CLUB, COUNTY MALT, OR BAR AND GRILL LICENSE HOLDERS:
Have you purchased **$500** in spirits, wines and/or malt beverages during the previous license term? ☐ YES ☐ NO
W.S.12-4-103(c)

1. DISPENSING ROOM DESCRIPTION WITH DIMENSIONS:

(a) Give a description with dimensions of the dispensing room and state where it is located within the building (e.g. 10 x 12 room in SE corner of building). If the building is not in existence, also provide an architect's drawing or suitable plans of the room and premises to be licensed: W.S. 12-4-102(a)(i)
36' X 50' ROOM IN EAST PORTION OF BLDG

(b) If **Winery** or **Microbrewery**, also list the manufacturing facility.(e.g. MFG: 10' X 12' room in SW portion of bldg.) **MFG: MFG: 36' X 50' ROOM IN EAST PORTION OF BLDG MFG: 36' X 50' ROOM IN EAST PORTION OF BLDG**

(c) Do you have an additional dispensing room? ☐ YES ☒ NO If yes, provide description and location:

(d) Provide the legal description and the zoning of the site where the applicant will conduct business:
N 50' OF LOTS 31 & 32, BLK 8, ZONE D-2

2. Have there been any changes in the physical location of the dispensing room since the last application was filed?
☐ YES If YES, please submit a drawing of the new dispensing room.
☒ NO

(a) Do you anticipate any changes in the next twelve (12) months?
☐ YES If YES, please submit a drawing of the new dispensing room.
☒ NO

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

(1) **OWN** the building in which sales room is located? ☐ YES (own)
(2) **LEASE** the building in which sales room is located? ☒ YES (lease)
(A) **DATE** lease expires 5-21-2021 located on page 2 paragraph 4 of lease document.
(B) Provision for **SALE** of alcoholic or malt beverages located on page 3 paragraph 8 of lease.

NOTE: Please submit a copy of the lease with the application. W.S. 12-2-103(a)(iii) requires the lease be valid THROUGH the TERM OF THE LICENSE and MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.

4. Restaurant and Bar and Grill Liquor License Holders Only:

(a) Gross sales figures and percentages of income derived from: W.S.12-4-408(b) (Line 1 + Line 2 must = Line 3)

(Line 1) Liquor Sales: $_____(_____%)
(Line 2) Food Sales: $_____(_____%)
(Line 3) Gross Sales: $_____(_____%)

(b) Did you attach a copy of your valid food service permit to this application. W.S.12-4-407(a), W.S.12-4-413(a) ☐ YES ☐ NO

5. Microbrewery License Holders Only:

(a) Did you produce over 50 barrels (1,550 gallons) but less than 50,000 barrels (1,550,000 gallons) during the previous license term? W.S.12-1-101(a)(xix) ☒ YES ☐ NO

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

(c) Do you distribute your own products through an existing malt beverage wholesaler? W.S. 12-2-201(g)(i) (Requires additional licensing with the Liquor Division) ☐ YES ☒ NO

6. Social Club License Holders Only:

(a) Have you filed a detailed statement of your activities during the year with an itemized statement of amounts expended? W.S. 12-1-101(a)(ii)(E) ☐ YES ☐ NO

7. If the applicant is filing as an Individual or Partnership or as a Club:

Each individual or partner or officer must complete this section.

True and Correct Name	Date of Birth	*DONOT LIST PO BOXES* Residence Address No. & Street City, State & Zip	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 ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

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

8. If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership:

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 this section.

True and Correct Name	Date of Birth	*DONOT LIST PO BOXES* Residence Address No. & Street City, State & Zip	Residence Phone Number	No. of Years in Corp or LLC	% of Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Leonard Moore				4	95%	YES ☐ NO ☒	YES ☒ Dui 1980 Cal.+ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐

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

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 *)*

Before Me, Annalea Avery *, (specify)*
(Printed name of Notary or other officer authorized to administer oaths)

a Notary Public, Officer authorized to administer oaths in and for Park *County, State of Wyoming, personally appeared* Leonard R. Moore *name he/she being first duly sworn*
(Insert Names)
by me upon his oath, says that the facts alleged in the foregoing instrument are true.

(Seal)

ANNALEA AVERY
COUNTY OF PARK
STATE OF WYOMING
MY COMMISSION EXPIRES MAY 20, 2020

1. L R Moore
2. _____
3. _____
4. _____

My Commission expires: May 20, 2022

Witness my hand and official seal:

(Notary Public or other officer authorized to administer oaths)

Title Notary

Dated: 4 / 26 / 17

FOR LIQUOR DIVISION USE ONLY		
Reviewer	Initials	Date
Agent:		
Chief:		
Acct.:		

LEASE

THIS LEASE made and executed on this 21st day of May, 2016 by and between The Charles H. Stump Family Trust, dated May 14, 1998, of 96 Southfork Road, Cody, Wyoming, (Charles Howard Stump and Esther Janice Stump, trustees, or any other trustees designated) ("LESSOR"), and Pat O'Hara Brewing Company, L.L.C., a company registered in the State of Wyoming and located in the City of Cody, Wyoming at address 1019 15th st Cody Wy ("LESSEE").

1. DESCRIPTION OF PREMISES

LESSOR leases to LESSEE, and LESSEE leases from LESSOR, the building and property (the "Leased Premises" or "Premises") located at 1019 15th Street in Cody, Wyoming, described as follows:

> *The North 50 feet of Lots 31 and 32, Block 8, Original Town (now City) of Cody, Park County, Wyoming, together with all and singular the tenements, hereditaments, and appurtenances thereon or hereunto belonging or in anywise appertaining.*

2. RENTAL CHARGE

A. LESSEE agrees to pay to LESSOR as rental for the term of This Lease, at 96 Southfork Road or such other place as the LESSOR may designate from time to time, the sum of One Thousand dollars ($1000.00) per month. If, in any month, the payment exceeds the stated monthly amount, the amount in excess will be applied to the following month(s). Regular monthly rental payments of the full stated monthly amount shall be due and payable on the 17th day of each month.

B. If the rent required to be paid herein, or any part thereof is not paid within ten (10) days of the due date, written notice will be sent or delivered to LESSEE. If said default in payment continues for five (5) days after written notice of default, LESSOR may declare This Lease in default, and proceed to pursue their remedies at law. If LESSEE remains in possession of the Premises for more than three (3) days after the lawful termination of This Lease, LESSEE shall be deemed guilty of unlawful retainer, hereby confesses judgment thereto, and is subject to the remedies provided by law in such cases.

3. DEPOSIT

Prior to taking possession of the Premises LESSEE agrees to pay a security deposit of $1000.00 along with the first and last month's rent for a total of $3000.00 and must show that utility and gas deposits have been made and said utility and gas services have been placed in LESSEE"S name, at which time two (2) sets of keys to the Premises will be given to LESSEE. In the event LESSEE vacates the Premises, the security deposit may or may not be returned in part or in full, at the discretion of the LESSOR, depending on the condition of the "Leased Premises".

4. TERM

A. The term of This Lease shall be five (5) years.

B. Holding over or continuation of any business by LESSEE after the expiration of This Lease shall be considered to be a renewal or extension of This Lease, with the length of such additional term being one month, providing the rent is paid when due. In the event of such holdover, LESSOR reserves the right to reasonably increase the monthly rental charge. A new lease with a term of not less than one (1) year must be negotiated, executed and signed by LESSOR and LESSEE within 30 days of the termination of This Lease.

5. TERMINATION

A. Either LESSOR or LESSEE may terminate This Lease for cause at any time by delivering a written 30-day notice stating the reason for such termination. When vacating the Premises, LESSEE agrees to leave Leased Premises in as good or better condition as when he/she moved into it. Floors, cabinets, cupboards, and all equipment and fixtures will be in good repair and clean. All light bulbs and or fluorescent tubes shall be in place and in working order and keys will be returned. Walls and woodwork will be clean, garbage and refuse will be removed. Any damage to Leased Premises will be repaired. All keys to the premises provided by LESSOR, and all copies thereof shall be surrendered to LESSOR. Any permanent fixtures or additions made to Leased Premises by LESSEE, except as noted in Paragraph 9, will become a part of the Leased Premises and, as such, will remain on the Premises when LESSEE vacates unless previous written agreements have been made between LESSOR and LESSEE.

6. DEFAULT

A. LESSOR'S Right to Terminate Lease: In the event of LESSEE'S default as stated herein, LESSOR, after notice as required in paragraph 2, at his/her option, without further notice, may terminate This Lease and any and all interest of LESSEE and may thereupon immediately re-enter and take possession of the Leased Premises. When vacating the Leased Premises, LESSEE shall leave Leased Premises as stated in paragraph 5A.

B. LESSOR Remedies Cumulative: Each and all of the remedies given to LESSOR in This Lease or by law shall be cumulative, and the exercise of one right or remedy by LESSOR shall not impair his/her right to exercise any other right or remedy.

7. OCCUPANCY AND ACCEPTANCE OF PREMISES

By entering into and occupying the Leased Premises, LESSEE shall be deemed to acknowledge that the Leased Premises are in good order and repair.

8. USE OF PREMISES

A. Purpose: LESSEE shall use the Leased Premises for the purpose of conducting a micro-brewery, bar, restaurant, and brew pub and no part of the Leased Premises shall be used for any other purpose without the prior written consent of the LESSOR.

B. Legal Use and Insurance Compliance: LESSEE shall make no offensive or unlawful use of the Leased Premises or any part thereof, or cause or permit any offensive or unlawful use to be made of the Leased Premises or any part thereof by any party. LESSEE shall not use the Leased Premises or any part thereof, or permit any act whatsoever to be done on the Leased Premises, in a manner that will violate or make void or inoperative any policy of insurance held by LESSOR.

C. Maintenance of Premises. LESSEE shall at all times maintain the Premises in a clean, neat, and orderly condition.

D. Use Impairing Structural Strength: LESSEE shall not permit the Leased Premises or any part thereof to be used in any manner that will impair the structural strength or permit the installation of any machinery or apparatus, the weight or vibration of which may tend to injure or impair the foundations or structural strength thereof.

Outdoor Serving Area Renewal/Request

Per state statute 12-5-201 (a), "Alcoholic beverages secured in the licensed room by a server may be served only in the building in which the licensed room is located an in an immediately adjacent fenced or enclosed area as approved by the local licensing authority."

If you currently have an outdoor serving area or would like to request approval of a new outdoor serving area, please complete the following:

Applicant Name: Pat O'Hara Brewing CO. LLC

X Please renew our outdoor serving area.

_____ I am requesting approval of a new outdoor serving area (not previously approved).

If requesting approval of a new area, or if you have made changes to the current area, please provide a detailed drawing:

E. Garbage Disposal. LESSEE shall cause all containers, rubbish, garbage, and debris accumulated therein to be hauled away from the Leased Premises for disposal prior to the accumulation of any substantial quantity.

F. Public Regulation. In the conduct of his business in and about the Leased Premises, LESSEE shall observe and comply with all laws, ordinances, and regulations of public authorities.

9. ALTERATIONS, CHANGES AND ADDITIONS

A. No structural changes, alterations, or additions shall be made by the LESSEE without the prior written consent of LESSOR, and any such structural change, alteration or addition to or on the Leased Premises shall remain for the benefit of and become the property of LESSOR, unless otherwise provided in the written consent by LESSOR. Any changes, alterations, or additions to the Premises which LESSORS do not want to remain and LESSEES do not wish to take shall be removed by LESSEES at LESSEES' expense and Premises shall be returned to the same or better condition than before the installation of same within 30 days of the termination of This Lease.

B. Special fixtures and equipment pertaining exclusively to the brewery, restaurant, or brew pub business conducted on the Premises (brewing equipment and kitchen equipment, such as stoves, sinks, and vents) shall not be deemed permanent fixtures for the purpose of This Lease. When said equipment is removed, repairs shall be made to the Premises to return it to the same or better condition than before the equipment was installed. Said equipment shall be removed and said restoration/repairs shall be completed within 30 days of the termination of This Lease.

10. CLAIMS OF LESSEE

All claims against LESSOR for any damages or injury are hereby expressly waived by LESSEE, except those claims occasioned by LESSOR'S neglect or failure to make repairs for which LESSOR is responsible under This Lease after due written notice thereof by LESSEE. LESSEE shall indemnify LESSOR for any and all claims for any damages or injury except claims based upon LESSOR'S own neglect or failure to make repairs for which LESSOR is responsible under This Lease after due written notice.

11. CASUALTY DAMAGE; REPAIR; ABATEMENT OF RENT

In the event of partial damage or destruction of the Leased Premises, LESSEE shall continue to utilize the Premises for the operation of his business to the extent that it may be practical to do so from the standpoint of good business. Either party shall have the right to terminate This Lease, if the Leased Premises are damaged to the extent to exceeding two-thirds (2/3) of the then reconstructed cost of such building as a whole. If the Leased Premises shall be damaged or destroyed by fire, or by any other cause whatsoever beyond LESSEE'S control, LESSOR may, immediately on receipt of insurance proceeds paid in connection with such casualty insurance, but in no event later than thirty (30) days after such damage has occurred, proceed to repair or rebuild the same, on the same plan and design as existed immediately before such damage or construction occurred, excluding any additions put in place by LESSEE which are property of LESSEE. In the event LESSEE continues to conduct his/her business during the making of repairs, the monthly rental shall be equitably reduced in the proportion that the unusable part of the Leased Premises bears to the whole thereof. No rent shall be payable while the Leased Premises are wholly unoccupied during the repair of casualty damage.

12. REPAIRS GENERALLY

A. By LESSOR. LESSOR shall keep and maintain the roof and exterior walls of the Leased Premises in good repair at all times, and will further keep and maintain all underground plumbing in good order and repair, but not including the repair of plumbing stopped up by reason of foreign matter introduced into the plumbing fixtures, and not including sink washers, and will further keep and maintain the heating system in good order and repair, except any damage caused by the negligence of LESSEE, his/her employees, agents, invitees, and customers. There shall be no obligation on the part of LESSOR to make any of the repairs required in this section unless and until LESSEE gives LESSOR at least five (5) days written notice, advising LESSOR of the necessity of the repair or repairs, and LESSOR shall not be liable to LESSEE for any loss or damage caused by any failure of LESSOR to make any repairs required of them hereunder unless LESSOR, on receipt of such notice, shall fail to proceed with due diligence to make such repair or repairs. The phrase "exterior walls" as herein used shall not be so construed as to require LESSOR to make repairs to the interior surfaces thereof, except as provided herein.

B. By LESSEE. LESSEE shall, at his/her own expense, keep and maintain the interior of the Leased Premises, including but not limited to, exterior entry and exit doors, in good order, condition and repair and in compliance with all laws and regulations applicable thereto, during the entire term of This Lease, except for those repairs required of the LESSOR to be made and damage occasioned by fire, wind, or

other cause or causes as provided for in paragraph 8 hereof. Glass and glazing shall be the responsibility of LESSEE for any damage caused by the negligence of LESSEE, his/her employees, agents, invitees, customers. LESSEE shall maintain the area in front of and on the sides and back of the building in good condition, keeping all weeds removed and keeping the sidewalk clean and free of debris, and keeping sidewalk clear and clean of snow. LESSEE shall be responsible for repairs to water meter and pipes in the event of freezing, unless it is due to malfunctioning of heating system due to the fault of LESSORS.

C. LESSEE to Employ Safety Equipment and Procedures. LESSEE shall establish, buy, keep and maintain such safety equipment and procedures as in industry practice and standard and shall use and employ such equipment and procedures at all relevant times.

13. UTILITIES

LESSEE shall pay deposits on any utilities which require such deposits, and shall pay, before delinquency, all charges for gas, water, electricity, garbage, sewer, telephone service, internet service and other similar charges incurred by LESSEE, with respect to and during his/her occupancy of the Leased Premises, and shall pay residual charges pertaining to his/her occupancy upon vacating the Leased Premises.

14. TAXES

A. By LESSOR. LESSOR shall pay all taxes levied on Real Property.

B. By LESSEE. LESSEE shall pay before delinquency all taxes levied or assessed on LESSEE'S fixtures, equipment, and personal property in and on the Leased Premises, whether or not affixed to the real property

15. INSURANCE

A. Insurance Companies. All policies of insurance to be kept and maintained in force by the respective parties hereto shall be obtained from good and solvent insurance companies.

B. LESSEE to Obtain Liability Insurance. LESSEE shall, at his/her own expense, at all times during the term of This Lease, maintain in force a policy or policies of insurance written by one or more responsible insurance carriers, which will insure LESSOR and LESSEE against liability for injury to or death of persons or loss or damage to property occurring in or about the Leased Premises due to any negligence,

action or inaction by LESSEE, his/her employees, agents, invitees, and customers, or due to the use of any equipment or structures related to business of LESSEE by his/her employees, agents, invitees and customers. The liability under such insurance shall not be less than $500,000 for personal injury and one accident, and $200,000 property damage.

C. LESSOR to Obtain Liability Insurance. LESSOR shall maintain in force a policy or policies of insurance, written by one or more responsible insurance carriers which will insure LESSOR against liability for injury to or death of persons or loss or damage to property occurring in or about the Leased Premises due to any negligence or action by LESSOR. The liability under such insurance shall not be less than $500,000 for personal injury and one accident, and $200,000.00 property damage.

D. LESSEE to Obtain Fire Insurance on His/Her Fixtures and Inventory. LESSEE shall, at their own expense, at all times during the term of This Lease, maintain in force a policy or policies of insurance, written by one or more responsible insurance carriers, on all fixtures and equipment owned by LESSEE or leased, borrowed or rented from someone other than LESSOR, to the extent of at least eighty percent (80%) of the insurable replacement value thereof, and an adequate inventory insurance on all merchandise owned or consigned by LESSEE.

E. LESSOR to Obtain Fire Insurance on Premises. LESSOR shall maintain in force, at all times during the term of This Lease, a policy or policies of fire and other casualty insurance to the extent of at least eighty percent (80%) of the insurable value of the building.

F. Waiver of Casualty Insurance Proceeds. In the event the Leased Premises shall be damaged or destroyed by fire or other casualty so insured against, LESSEE shall claim no interest in any insurance settlement arising out of any such loss where premiums are paid by LESSOR, or where LESSOR is named as the sole beneficiary, and shall execute any and all documents required by LESSOR or the insurance company or companies that may be necessary for use in connection with settlement of any such loss.

LESSOR shall claim no interest in any insurance settlement arising out of any such loss where premiums are paid by LESSEE, or where LESSEE is named as the sole beneficiary, and shall execute any and all documents required by LESSEE or the insurance company or companies that may be necessary for use in connection with settlement of any such loss.

G. LESSEE'S Failure to Insure. LESSEE shall, upon request, provide evidence of liability insurance to LESSOR. Should LESSEE fail to keep in effect and pay for such insurance as it is in this section required to maintain, LESSOR may declare this contract in default.

16. TRANSFER OR PLEDGE OF LEASEHOLD INTEREST

The LESSEE may not transfer, assign, or otherwise convey This Lease or any part thereof, or pledge as security for any loan or otherwise encumber the lease in any manner whatsoever.

17. LESSEE'S NOTICE OF WORK TO BE PERFORMED

A. Notice: LESSEE shall serve a written notice on LESSOR at least five (5) days prior to permitting any work involving repairs, improvements, construction and the like to be commenced in or on the Leased Premises.

B: Liens and Encumbrances. LESSEE shall indemnify LESSOR and the Premises herein leased and all improvements placed thereon against all claims, liens, claims of lien, demands, charges, encumbrances, or litigation arising directly or indirectly out of or by reason of any work or activity of LESSEE on the Leased Premises, and shall reimburse LESSOR for all loss damage, and exposures, including any court costs, reasonable attorney's fees, or other incidental costs which they may suffer or be put to by reason of any such claims of lien, demand, charges, or encumbrances or litigations.

18. LESSOR' RIGHT OF INSPECTION AND ACCESS

LESSOR shall have access to the Leased Premises and each part thereof, during LESSEE'S regular business hours, for the purpose of inspecting the same, making repairs, and posting notices, which LESSOR may deem to be for the protection of LESSOR or the Leased Premises.

If LESSEE changes the existing locks on the Premises, or adds any additional locks thereto that would prevent LESSOR access to Premises, LESSEE must provide a set of keys for each new lock to LESSOR. LESSOR will not use said keys to access the Premises without the prior notification and consent of LESSEE except to provide access to emergency or law enforcement personnel for bonafide reasons.

19. EXPENSES OF ENFORCEMENT

Should the LESSOR incur any expense in enforcing any provision of This Lease, LESSEE shall pay to the LESSOR all expenses so incurred, including reasonable attorney's fees.

20. PARTIES BOUND

Each and every provision of This Lease shall bind and shall inure to the benefit of the parties hereto and his/her legal representatives.

21. NOTICES

All notices or demands of any kind which LESSOR may be required or may desire to serve on LESSEE under the terms of This Lease may be served on LESSEE (as an alternative to personal service) by leaving a copy of such demand or notice, or my mailing a copy thereof, by certified mail, postage prepaid, addressed to LESSEE at the Leased Premises or at his residence wherever that may be. Service shall be deemed complete at the time of the leaving of such notice as aforesaid, or within four (4) days of mailing of same. All notices and demands from LESSEE to LESSOR may be similarly served on LESSOR at 96 Southfork Road, Cody, Wyoming 82414.

22. REMOVAL OF LESSEE'S PROPERTY

If the LESSEE shall fail to remove all effects from said Premises upon the abandonment thereof or upon the termination of This Lease for any cause whatsoever, the LESSOR, at his/her option, may remove the same in any manner they choose, and store the said effects without any liability to the LESSEE for loss thereof, and the LESSEE agrees to pay the LESSOR on demand any and all expenses incurred in such removal, including court costs and attorney's fees and storage charges on such effects for any length of time the same shall be in the LESSOR'S possession; or the LESSOR, at his/her option, without notice, may sell said effects, at private sale and without legal process, for such prices as the LESSOR may obtain, and apply the proceeds of such sale upon the amounts due under This Lease from the LESSEE to the LESSOR and upon the expense incident to the removal and sale of said effects, rendering the surplus, if any, to the LESSEE.

23. QUIET POSSESSION

The LESSOR shall warrant and defend the LESSEE in the enjoyment and peaceful possession of the Premises during the term aforesaid.

24. GOVERNING LAWS

This Lease shall be governed, construed and enforced in accordance with the laws of the State of Wyoming.

25. RELATIONSHIP OF PARTIES

Nothing contained in This Lease shall be deemed or construed to create the relationship of principal and agent or a partnership or a joint venture, or any association whatsoever between the LESSOR and LESSEE, it being expressly understood and agreed that neither the computation of rental nor any provisions contained in This Lease nor any act or acts of the parties hereto shall be deemed to create any relationship between the LESSOR and LESSEE other than the relationship of landlord and tenant.

26. CAPTIONS FOR CONVENIENCE; NOT PART OF LEASE

The captions of This Lease are for convenience only, and are not part of the lease, and do not in any way limit or amplify the terms hereof.

27. REPRESENTATION

LESSEE acknowledges that LESSOR and his/her agents have made no representations or promises with respect to the Leased Premises or making or entering into This Lease, except as herein expressly set forth.

28. RIGHT OF FIRST REFUSAL

In the event that LESSOR receives a bonafide offer to purchase the Leased Premises during the term of this least, and the offer to purchase shall be satisfactory to LESSOR; LESSOR shall give LESSEE the opportunity to purchase the Premises at the price upon the terms of the offer so made and agreed upon, providing LESSEE is and has not been in default at any time during the previous 12 months. This privilege shall be given by written notice sent to the LESSEE by registered mail, requiring the LESSEE to accept the offer in writing and to sign a suitable contract to purchase the Premises within thirty (30) days

after the mailing of the notice. The failure of LESSEE to accept the offer to purchase or sign a contract within the period provided shall nullify and void the privilege to LESSEE, and LESSOR shall be at liberty to sell the Premises to any third person, firm or corporation subject to This Lease and any renewals or extensions thereof. This right of first refusal shall not apply to any transfer to the heirs of the LESSOR. The LESSOR'S heirs, in the event of such transfer, shall otherwise continue to be bound by this agreement.

29. FAILURE TO ASSERT

Failure to assert any of the rights created by This Lease or by any laws of the State of Wyoming shall not constitute waiver of these rights.

30. SEVERABILITY

In the event that a court of law finds any portion of This Lease to be invalid or unenforceable, the remainder of This Lease shall remain in full force and effect.

31. ENTIRE AGREEMENT

This Lease contains all of the agreements and representations between the parties. None of the terms of This Lease shall be waived or modified to any extent, except by a written instrument signed and delivered by both parties.

IN WITNESS WHEREOF, the parties have executed This Lease at Cody, Wyoming, the day and year first above written.

LESSOR Charles H. Stumpp	DATE 21 May 2016
Esther Joanne Stumpp LESSOR	21 May 2016 DATE

LESSEE _____ DATE _____

LESSEE _____ DATE _____

ADDENDUM A

ALTERATIONS, ADDITIONS, AND CHANGES

LESSOR hereby grants LESSEE permission to make the following additions, alteration, or changes to the Premises as noted below, providing first a full rendering of the plans concerning such additions, alteration, or changes are drawn up by a qualified architect or engineer, presented to the LESSORS, and approved by LESSORS. LESSORS will not unreasonably withhold approval. Plans for said alterations, additions, changes, and the all work performed thereon, shall comply with all applicable building codes, ordinances, and regulations.

1. The installation of vents through the roof and/or walls of the building as required by the brewery, bar, restaurant and brew pub equipment.

2. The installation of additional floor drains as necessary for operation of brewery, bar, restaurant and brew pub equipment.

LESSOR _____ DATE _____

_____ _____

Charles H Stevens — 21 May 2016

Esther Jeanne Stevens — 21 May 2016

LESSOR — DATE

L R Moore — May 21 2016

LESSEE — DATE

LESSEE — DATE

License# 411

RENEWAL OF LIQUOR LICENSE OR PERMIT APPLICATION

To be completed by the City, Town or County Clerk:

Date Filed With Clerk: 4 / 21 / 17

	Annual Fee	Prorated Fee
Basic Fee:	$ 1000.00	$.
Add'l Dispensing Room Fee:	$.	$.
Transfer Fee:	$.	
Total License Fee Collected	$.	$.
Publishing Fee Collected:	$ 21.00	
Publishing Direct Billed:	☐	

Advertising Dates (2 wks): 6/6/17 & 6/13/17

Hearing Date: 6/20/2017

LICENSE TERM: 08/01/2017

Through: 07/31/2018

A copy must be immediately forwarded to:
State of Wyoming Liquor Division
6601 Campstool Rd.
Cheyenne WY 82002-0110

Applicant: PIZZA HUT OF CODY INC

Trade Name (dba): PIZZA HUT

Premise Address: 736 YELLOWSTONE AVENUE
Number & Street

CODY, WY 82414 PARK
City State Zip County

Mailing Address: 7700 E POLO DRIVE
Number & Street or P.O. Box

WICHITA, KS 67206
City State Zip

Local Mailing Address: PO 485 BOX, CODY, WY 82414
Business Telephone Number: (307) 527-7819
Fax Number: (316) 634-1662
E-Mail Address: debbieb@restmgmt.com

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.**

RESTAURANT

FILING IN

☒ CITY (TOWN) OF CODY

FILING AS (CHOOSE ONLY ONE)

☐ INDIVIDUAL ☐ LLC
☐ PARTNERSHIP ☐ LLP
☒ CORPORATION
☐ LTD PARTNERSHIP
☐ ASSOCIATION
☐ ORGANIZATION

TYPE OF LICENSE OR PERMIT
(CHOOSE ONLY ONE)

RETAIL LIQUOR LICENSE
- ☐ ON-PREMISE ONLY (BAR)
- ☐ OFF-PREMISE ONLY (PACKAGE STORE)
- ☐ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)

☒ RESTAURANT LIQUOR LICENSE
☐ RESORT LIQUOR LICENSE
☐ BAR AND GRILL
LIMITED RETAIL (CLUB)
- ☐ FRATERNAL CLUB
- ☐ VETERANS CLUB
- ☐ SOCIAL CLUB
- ☐ GOLF CLUB

☐ MICROBREWERY
☐ WINERY
☐ DISTILLERY SATELLITE
☐ WINERY SATELLITE
☐ COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT

To Assist the Liquor Division with scheduling inspections:

WHEN DO YOU OPERATE?

☐ NON-OPERATIONAL/PARKED
☒ FULL TIME (e.g. Jan through Dec)
☐ SEASONAL/PART-TIME

(specify months of operation)

from _____ to _____

DAYS OF WEEK (e.g. Mon through Sat)
Mon - Sun

HOURS OF OPERATION (e.g. 10a - 2a)
Mon-Thur 11a-9p
Fri-Sat 11a-10p
Sun 11a-9p

Minimum Purchase Requirement:

RETAIL LICENSE HOLDERS:
Have you purchased **$2,000** in spirits, wines and/or malt beverages during the previous license term? ☐ YES ☐ NO

RESTAURANT, RESORT, CLUB, COUNTY MALT, OR BAR AND GRILL LICENSE HOLDERS:
Have you purchased **$500** in spirits, wines and/or malt beverages during the previous license term? ☒ YES ☐ NO
W.S.12-4-103(c)

1. DISPENSING ROOM DESCRIPTION WITH DIMENSIONS:

(a) Give a description with dimensions of the dispensing room and state where it is located within the building (e.g. 10 x 12 room in SE corner of building). If the building is not in existence, also provide an architect's drawing or suitable plans of the room and premises to be licensed: W.S. 12-4-102(a)(i)
15' X 6' ROOM IN SW PORTION OF BLDG

(b) If **Winery** or **Microbrewery**, also list the manufacturing facility.(e.g. MFG: 10' X 12' room in SW portion of bldg.) **MFG:**

(c) Do you have an additional dispensing room? ☐ YES ☒ NO If yes, provide description and location:

(d) Provide the legal description and the zoning of the site where the applicant will conduct business:
EAST OF THE SUPER 8 MOTEL, WEST US HWY 14/20, ZONED COMMERCIAL

2. Have there been any changes in the physical location of the dispensing room since the last application was filed?
☐ YES If YES, please submit a drawing of the new dispensing room.
☒ NO

(a) Do you anticipate any changes in the next twelve (12) months?
☐ YES If YES, please submit a drawing of the new dispensing room.
☒ NO

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

(1) **OWN** the building in which sales room is located? ☒ YES (own)
(2) **LEASE** the building in which sales room is located? ☐ YES (lease)
(A) **DATE** lease expires _____ located on page_____paragraph_____of lease document.
(B) Provision for **SALE** of alcoholic or malt beverages located on page_____paragraph_____of lease.

NOTE: Please submit a copy of the lease with the application. W.S. 12-2-103(a)(iii) requires the lease be valid THROUGH the TERM OF THE LICENSE and MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.

4. Restaurant and Bar and Grill Liquor License Holders Only:

(a) Gross sales figures and percentages of income derived from: W.S.12-4-408(b) (Line 1 + Line 2 must = Line 3)

(Line 1) Liquor Sales: $ 6,922 (2 %)
(Line 2) Food Sales: $ 641,470 (98 %)
(Line 3) Gross Sales: $ 648,392 (100 %)

(b) Did you attach a copy of your valid food service permit to this application. W.S.12-4-407(a), W.S.12-4-413(a) ☒ YES ☐ NO

5. Microbrewery License Holders Only:

(a) Did you produce over 50 barrels (1,550 gallons) but less than 50,000 barrels (1,550,000 gallons) during the previous license term? W.S.12-1-101(a)(xix) ☐ YES ☐ NO

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

(c) Do you distribute your own products through an existing malt beverage wholesaler? W.S. 12-2-201(g)(i) (Requires additional licensing with the Liquor Division) ☐ YES ☐ NO

6. Social Club License Holders Only:

(a) Have you filed a detailed statement of your activities during the year with an itemized statement of amounts expended? W.S. 12-1-101(a)(ii)(E) ☐ YES ☐ NO

7. If the applicant is filing as an Individual or Partnership or as a Club:

Each individual or partner or officer must complete this section.

True and Correct Name	Date of Birth	*DONOT LIST PO BOXES* Residence Address No. & Street City, State & Zip	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 ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

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

8. if the applicant is a Corporation, Limited Liabiiity Company, Limited Liability Partnership or Limited Partnership:

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 this section.

True and Correct Name	Date of Birth	*DONOT LIST PO BOXES* Residence Address No. & Street City, State & Zip	Residence Phone Number	No. of Years in Corp or LLC	% of Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Hal W McCoy				38	90.91	YES ☐ NO ☒	YES ☐ NO ☒
L Leon Smith				32	9.09	YES ☐ NO ☒	YES ☐ NO ☒
Terry Freund				19	Ø	YES ☐ NO ☒	YES ☐ NO ☒

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

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~~ KANSAS)
SS.
COUNTY OF SEDGWICK)

Before Me, Debra J. Ward, *(specify)*
(Printed name of Notary or other officer authorized to administer oaths)

a Notary Public, Officer authorized to administer oaths in and for Sedgwick *County, State of ~~Wyoming~~ Kansas, personally appeared* Hal W. McCoy & Terry Freund *name he/she being first duly sworn*
(Insert Names)
by me upon his oath, says that the facts alleged in the foregoing instrument are true.

(Seal)

DEBRA J. WARD
Notary Public - State of Kansas
My Appt. Expires 12-23-2020

1. Hal W McCoy President
2. Terry Freund Vice President Secretary
3.
4.

My Commission expires: 12-23-2020

Witness my hand and official seal:

Debra J Ward
(Notary Public or other officer authorized to administer oaths)

Title Notary

Dated: 4 / 18 / 2017

FOR LIQUOR DIVISION USE ONLY		
Reviewer	Initials	Date
Agent:		
Chief:		
Acct.:		

WDA-17A
04/2k

WYOMING DEPARTMENT OF AGRICULTURE

CHEYENNE, WYOMING 82002

RECEIPT NUMBER
FD 056439

FOOD LICENSE

Account # 1945/1945-1

Whereas this party has made application for the licenses listed below in the State of Wyoming according to the law and agrees to comply with all laws, rules and regulations thereto, including the payment of all required fees, there is hereby issued to the applicant this license. This license is not transferable and, unless revoked, shall expire on the date indicated below.

PIZZA HUT
736 YELLOWSTONE PO BOX 485
CODY, WY 82414

Expiration Date: 6/30/2017

Director of Agriculture

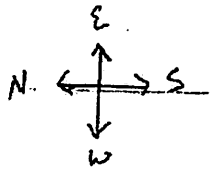
Equal Opportunity in Employment and Services

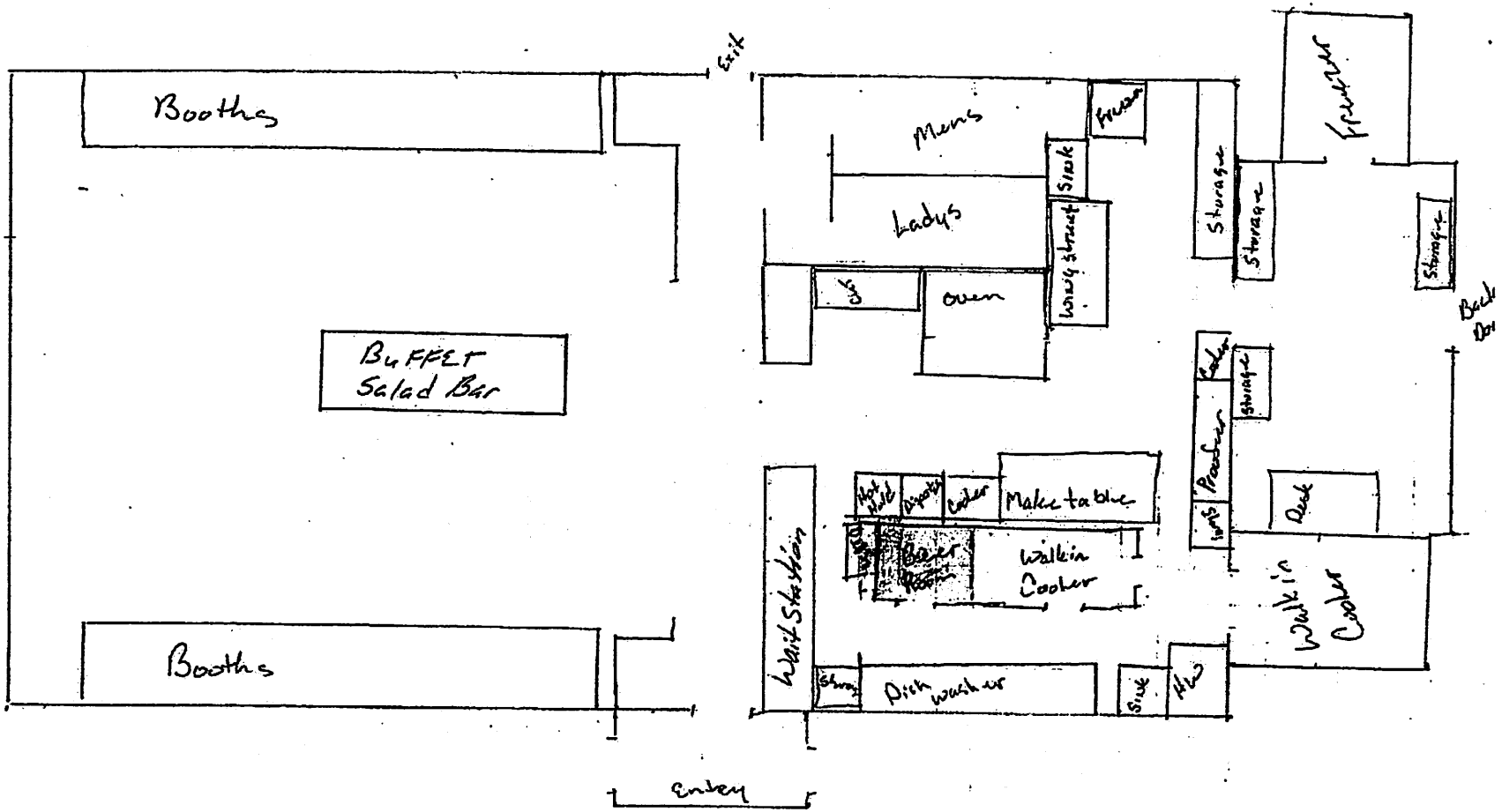
2

1811

Cody Pizza Hut 1811/007884

Beer room 4'x6' sw section of building





WLD-28 (1/16) License# 570

RENEWAL OF LIQUOR LICENSE OR PERMIT APPLICATION

To be completed by the City, Town or County Clerk:

Date Filed With Clerk: 4 / 27 / 17

	Annual Fee	Prorated Fee
Basic Fee:	$ 1500.00	$ ____
Add'l Dispensing Room Fee:	$ ____	$ ____
Transfer Fee:	$ ____	
Total License Fee Collected	$ ____	$ ____
Publishing Fee Collected:	$ 21.00	
Publishing Direct Billed:	☐	

Advertising Dates (2 wks): 6/6/17 & 6/13/17

Hearing Date: 6/20/2017

LICENSE TERM: 08/01/2017

Through: 07/31/2018

A copy must be immediately forwarded to:
State of Wyoming Liquor Division
6601 Campstool Rd.
Cheyenne WY 82002-0110

Applicant: PROUD CUT SALOON INC (THE)

Trade Name (dba): PROUD CUT (THE)

Premise Address: 1227 SHERIDAN AVENUE
Number & Street

CODY, WY 82414 PARK
City State Zip County

Mailing Address: 1227 SHERIDAN AVENUE
Number & Street or P.O. Box

CODY, WY 82414
City State Zip

Business Telephone Number: (307) 527-6905
Fax Number: (307) 527-7730
E-Mail Address: beckyn17@gmail.com

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.**

BAR AND PACKAGE STORE (FULL RETAIL)

FILING IN

☒ CITY (TOWN) OF CODY

FILING AS (CHOOSE ONLY ONE)

☐ INDIVIDUAL ☐ LLC
☐ PARTNERSHIP ☐ LLP
☒ CORPORATION
☐ LTD PARTNERSHIP
☐ ASSOCIATION
☐ ORGANIZATION

TYPE OF LICENSE OR PERMIT
(CHOOSE ONLY ONE)

RETAIL LIQUOR LICENSE
- ☐ ON-PREMISE ONLY (BAR)
- ☐ OFF-PREMISE ONLY (PACKAGE STORE)
- ☒ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)

☐ RESTAURANT LIQUOR LICENSE
☐ RESORT LIQUOR LICENSE
☐ BAR AND GRILL
LIMITED RETAIL (CLUB)
- ☐ FRATERNAL CLUB
- ☐ VETERANS CLUB
- ☐ SOCIAL CLUB
- ☐ GOLF CLUB

☐ MICROBREWERY
☐ WINERY
☐ DISTILLERY SATELLITE
☐ WINERY SATELLITE
☐ COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT

To Assist the Liquor Division with scheduling inspections:

WHEN DO YOU OPERATE?

☐ NON-OPERATIONAL/PARKED
☒ FULL TIME (e.g. Jan through Dec)
☐ SEASONAL/PART-TIME

(specify months of operation)

from _____ to _____

DAYS OF WEEK (e.g. Mon through Sat)
MON - SUN

HOURS OF OPERATION (e.g. 10a - 2a)
11 - 11

Minimum Purchase Requirement:

RETAIL LICENSE HOLDERS:
Have you purchased **$2,000** in spirits, wines and/or malt beverages during the previous license term? ☒ YES ☐ NO

RESTAURANT, RESORT, CLUB, COUNTY MALT, OR BAR AND GRILL LICENSE HOLDERS:
Have you purchased **$500** in spirits, wines and/or malt beverages during the previous license term? ☐ YES ☐ NO
W.S.12-4-103(c)

1. DISPENSING ROOM DESCRIPTION WITH DIMENSIONS:

(a) Give a description with dimensions of the dispensing room and state where it is located within the building (e.g. 10 x 12 room in SE corner of building). If the building is not in existence, also provide an architect's drawing or suitable plans of the room and premises to be licensed: W.S. 12-4-102(a)(i)
25' X 60' ROOM IN FRONT PORTION OF BLDG

(b) If **Winery** or **Microbrewery**, also list the manufacturing facility.(e.g. MFG: 10' X 12' room in SW portion of bldg.) **MFG:**

(c) Do you have an additional dispensing room? ☐ YES ☒ NO If yes, provide description and location:

(d) Provide the legal description and the zoning of the site where the applicant will conduct business:
LOT 17, BLOCK 50, ORIGINAL TOWN OF CODY, ZONED COMMERCIAL

2. Have there been any changes in the physical location of the dispensing room since the last application was filed?
☐ YES If YES, please submit a drawing of the new dispensing room.
☒ NO

(a) Do you anticipate any changes in the next twelve (12) months?
☐ YES If YES, please submit a drawing of the new dispensing room.
☒ NO

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

(1) **OWN** the building in which sales room is located? ☒ YES (own)
(2) **LEASE** the building in which sales room is located? ☐ YES (lease)
(A) **DATE** lease expires _____ located on page_____paragraph_____of lease document.
(B) Provision for **SALE** of alcoholic or malt beverages located on page_____paragraph_____of lease.

NOTE: Please submit a copy of the lease with the application. W.S. 12-2-103(a)(iii) requires the lease be valid THROUGH the TERM OF THE LICENSE and MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.

4. Restaurant and Bar and Grill Liquor License Holders Only:

(a) Gross sales figures and percentages of income derived from: W.S.12-4-408(b) (Line 1 + Line 2 must = Line 3)

(Line 1) Liquor Sales: $_____(_____%)
(Line 2) Food Sales: $_____(_____%)
(Line 3) Gross Sales: $_____(_____%)

(b) Did you attach a copy of your valid food service permit to this application. W.S.12-4-407(a), W.S.12-4-413(a) ☐ YES ☐ NO

5. Microbrewery License Holders Only:

(a) Did you produce over 50 barrels (1,550 gallons) but less than 50,000 barrels (1,550,000 gallons) during the previous license term? W.S.12-1-101(a)(xix) ☐ YES ☐ NO

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

(c) Do you distribute your own products through an existing malt beverage wholesaler? W.S. 12-2-201(g)(i) (Requires additional licensing with the Liquor Division) ☐ YES ☐ NO

6. Social Club License Holders Only:

(a) Have you filed a detailed statement of your activities during the year with an itemized statement of amounts expended? W.S. 12-1-101(a)(ii)(E) ☐ YES ☐ NO

7. If the applicant is filing as an Individual or Partnership or as a Club:

Each individual or partner or officer must complete this section.

True and Correct Name	Date of Birth	*DONOT LIST PO BOXES* Residence Address No. & Street City, State & Zip	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 ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

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

8. If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership:

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 this section.

True and Correct Name	Date of Birth	*DONOT LIST PO BOXES* Residence Address No. & Street City, State & Zip	Residence Phone Number	No. of Years in Corp or LLC	% of Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Becky Nose				31	50	YES ☐ NO ☒	YES ☐ NO ☒
Del Nose				31	50	YES ☐ NO ☒	YES ☐ NO ☒
						YES ☐ NO ☐	YES ☐ NO ☐

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

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 Wyoming *)*

Before Me, ~~Becky Nose + Del Nose~~ RW Rachelle A Wright, *(specify)*
(Printed name of Notary or other officer authorized to administer oaths)

a Notary Public, Officer authorized to administer oaths in and for Park *County, State of Wyoming, personally appeared* Becky Nose + Del Nose *name he/she being first duly sworn*
(Insert Names)
by me upon his oath, says that the facts alleged in the foregoing instrument are true.

(Seal) RACHELLE A. WRIGHT NOTARY PUBLIC COUNTY OF PARK STATE OF WYOMING MY COMMISSION EXPIRES 7-10-18

1. Becky Nose
2. Del Nose
3. _____
4. _____

My Commission expires: 7-10-18

Witness my hand and official seal:

Rachelle A Wright
(Notary Public or other officer authorized to administer oaths)

Title Notary

Dated: 4 / 27 / 17

FOR LIQUOR DIVISION USE ONLY		
Reviewer	Initials	Date
Agent:		
Chief:		
Acct.:		

Outdoor Serving Area Renewal/Request

Per state statute 12-5-201 (a), "Alcoholic beverages secured in the licensed room by a server may be served only in the building in which the licensed room is located an in an immediately adjacent fenced or enclosed area as approved by the local licensing authority."

If you currently have an outdoor serving area or would like to request approval of a new outdoor serving area, please complete the following:

Applicant Name: PROUD CUT INC

X Please renew our outdoor serving area.

_____ I am requesting approval of a new outdoor serving area (not previously approved).

If requesting approval of a new area, or if you have made changes to the current area, please provide a detailed drawing:

WLD-28 (1/16) License# 515

RENEWAL OF LIQUOR LICENSE OR PERMIT APPLICATION

To be completed by the City, Town or County Clerk:

Date Filed With Clerk: 4 / 26 / 17

	Annual Fee	Prorated Fee
Basic Fee:	$ 1500.00	$
Add'l Dispensing Room Fee:	$	$
Transfer Fee:	$	
Total License Fee Collected	$	$
Publishing Fee Collected:	$ 21.00	
Publishing Direct Billed:	☐	

Advertising Dates (2 wks): 6/6/17 & 6/13/17

Hearing Date: 6/20/2017

LICENSE TERM: 08/01/2017

Through: 07/31/2018

A copy must be immediately forwarded to:
State of Wyoming Liquor Division
6601 Campstool Rd.
Cheyenne WY 82002-0110

Applicant: QUIN BLAIR ENTERPRISES INC

Trade Name (dba): HOLIDAY INN/BOTTOMS UP LOUNGE

Premise Address: 1701 SHERIDAN AVENUE
Number & Street

CODY, WY 82414 PARK
City State Zip County

Mailing Address: PO BOX 30
Number & Street or P.O. Box

CODY, WY 82414
City State Zip

Business Telephone Number: (307) 587-3654
Fax Number: (307) 587-2795
E-Mail Address: cfo@blairhotels.com

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.**

BAR AND PACKAGE STORE (FULL RETAIL)

FILING IN

☒ CITY (TOWN) OF CODY

FILING AS (CHOOSE ONLY ONE)

☐ INDIVIDUAL ☐ LLC
☐ PARTNERSHIP ☐ LLP
☒ CORPORATION
☐ LTD PARTNERSHIP
☐ ASSOCIATION
☐ ORGANIZATION

TYPE OF LICENSE OR PERMIT
(CHOOSE ONLY ONE)

RETAIL LIQUOR LICENSE
- ☐ ON-PREMISE ONLY (BAR)
- ☐ OFF-PREMISE ONLY (PACKAGE STORE)
- ☒ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)

☐ RESTAURANT LIQUOR LICENSE
☐ RESORT LIQUOR LICENSE
☐ BAR AND GRILL
LIMITED RETAIL (CLUB)
- ☐ FRATERNAL CLUB
- ☐ VETERANS CLUB
- ☐ SOCIAL CLUB
- ☐ GOLF CLUB

☐ MICROBREWERY
☐ WINERY
☐ DISTILLERY SATELLITE
☐ WINERY SATELLITE
☐ COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT

To Assist the Liquor Division with scheduling inspections:

WHEN DO YOU OPERATE?

☐ NON-OPERATIONAL/PARKED
☒ FULL TIME (e.g. Jan through Dec)
☐ SEASONAL/PART-TIME

(specify months of operation)

from _____ to _____

DAYS OF WEEK (e.g. Mon through Sat)
Monday through Sunday

HOURS OF OPERATION (e.g. 10a - 2a)
8am - 2am

Minimum Purchase Requirement:

RETAIL LICENSE HOLDERS:
Have you purchased **$2,000** in spirits, wines and/or malt beverages during the previous license term? ☒ YES ☐ NO

RESTAURANT, RESORT, CLUB, COUNTY MALT, OR BAR AND GRILL LICENSE HOLDERS:
Have you purchased **$500** in spirits, wines and/or malt beverages during the previous license term? ☐ YES ☐ NO
W.S.12-4-103(c)

1. DISPENSING ROOM DESCRIPTION WITH DIMENSIONS:
   (a) Give a description with dimensions of the dispensing room and state where it is located within the building (e.g. 10 x 12 room in SE corner of building). If the building is not in existence, also provide an architect's drawing or suitable plans of the room and premises to be licensed: W.S. 12-4-102(a)(i)
   ~~30' X 40' ROOM ON S SIDE OF BLDG~~ 8' X 40' Room on South Side of Building
   (b) If **Winery** or **Microbrewery**, also list the manufacturing facility.(e.g. MFG: 10' X 12' room in SW portion of bldg.) **MFG:**
   (c) Do you have an additional dispensing room? ☒ YES ☐ NO If yes, provide description and location:
   20' X 50' ROOM IN SE CORNER OF BLDG
   (d) Provide the legal description and the zoning of the site where the applicant will conduct business:
   PART OF SE SEC 32, ORIGINAL TOWN SURVEY
2. Have there been any changes in the physical location of the dispensing room since the last application was filed?
   ☒ YES If YES, please submit a drawing of the new dispensing room.
   ☐ NO
   (a) Do you anticipate any changes in the next twelve (12) months?
   ☐ YES If YES, please submit a drawing of the new dispensing room.
   ☒ NO
3. **BUILDING OWNERSHIP:** Does the applicant? W.S. 12-4-103 (a) (iii):
   (1) **OWN** the building in which sales room is located? ☒ YES (own)
   (2) **LEASE** the building in which sales room is located? ☐ YES (lease)
   (A) **DATE** lease expires _____ located on page_____paragraph_____of lease document.
   (B) Provision for **SALE** of alcoholic or malt beverages located on page_____paragraph_____of lease.

NOTE: Please submit a copy of the lease with the application. W.S. 12-2-103(a)(iii) requires the lease be valid THROUGH the TERM OF THE LICENSE and MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.

4. Restaurant and Bar and Grill Liquor License Holders Only:

(a) Gross sales figures and percentages of income derived from: W.S.12-4-408(b) (Line 1 + Line 2 must = Line 3)

(Line 1) Liquor Sales: $_____(_____%)
(Line 2) Food Sales: $_____(_____%)
(Line 3) Gross Sales: $_____(_____%)

(b) Did you attach a copy of your valid food service permit to this application. W.S.12-4-407(a), W.S.12-4-413(a) ☐ YES ☐ NO

5. Microbrewery License Holders Only:

(a) Did you produce over 50 barrels (1,550 gallons) but less than 50,000 barrels (1,550,000 gallons) during the previous license term? W.S.12-1-101(a)(xix) ☐ YES ☐ NO

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

(c) Do you distribute your own products through an existing malt beverage wholesaler? W.S. 12-2-201(g)(i) (Requires additional licensing with the Liquor Division) ☐ YES ☐ NO

6. Social Club License Holders Only:

(a) Have you filed a detailed statement of your activities during the year with an itemized statement of amounts expended? W.S. 12-1-101(a)(ii)(E) ☐ YES ☐ NO

7. If the applicant is filing as an Individual or Partnership or as a Club:

Each individual or partner or officer must complete this section.

True and Correct Name	Date of Birth	*DONOT LIST PO BOXES* Residence Address No. & Street City, State & Zip	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 ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

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

8. If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership:

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 this section.

True and Correct Name	Date of Birth	*DONOT LIST PO BOXES* Residence Address No. & Street City, State & Zip	Residence Phone Number	No. of Years in Corp or LLC	% of Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Frederick Q. "Ted" Blair				42	.3%	YES ☐ NO ☒	YES ☐ NO ☒
James M. Blair				19	6.8%	YES ☐ NO ☒	YES ☐ NO ☒
Timothy R O'Leary				22	0%	YES ☐ NO ☒	YES ☐ NO ☒

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

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)

Before Me, Melinda Jones, *(specify)*
(Printed name of Notary or other officer authorized to administer oaths)

a Notary Public, Officer authorized to administer oaths in and for Park *County, State of Wyoming, personally appeared* Frederick Q Blair Timothy R O'Leary *name he/she being first duly sworn*
(Insert Names)
by me upon his oath, says that the facts alleged in the foregoing instrument are true.

(Seal) MELINDA JONES NOTARY PUBLIC COUNTY OF PARK STATE OF WYOMING MY COMMISSION EXPIRES JANUARY 3, 2019

1. _____
2. T R O'Leary
3. _____
4. _____

My Commission expires: Jan 3, 2019

Witness my hand and official seal:

Melinda Jones
(Notary Public or other officer authorized to administer oaths)

Title Notary

Dated: 4 / 25 / 17

FOR LIQUOR DIVISION USE ONLY		
Reviewer	Initials	Date
Agent:		
Chief:		
Acct.:		

4. Restaurant and Bar and Grill Liquor License Holders Only:

(a) Gross sales figures and percentages of income derived from: W.S.12-4-408(b) (Line 1 + Line 2 must = Line 3)

(Line 1) Liquor Sales: $_____(_____%)
(Line 2) Food Sales: $_____(_____%)
(Line 3) Gross Sales: $_____(_____%)

(b) Did you attach a copy of your valid food service permit to this application. W.S.12-4-407(a), W.S.12-4-413(a) ☐ YES ☐ NO

5. Microbrewery License Holders Only:

(a) Did you produce over 50 barrels (1,550 gallons) but less than 50,000 barrels (1,550,000 gallons) during the previous license term? W.S.12-1-101(a)(xix) ☐ YES ☐ NO

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

(c) Do you distribute your own products through an existing malt beverage wholesaler? W.S. 12-2-201(g)(i) (Requires additional licensing with the Liquor Division) ☐ YES ☐ NO

6. Social Club License Holders Only:

(a) Have you filed a detailed statement of your activities during the year with an itemized statement of amounts expended? W.S. 12-1-101(a)(ii)(E) ☐ YES ☐ NO

7. If the applicant is filing as an Individual or Partnership or as a Club:

Each individual or partner or officer must complete this section.

True and Correct Name	Date of Birth	*DONOT LIST PO BOXES* Residence Address No. & Street City, State & Zip	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 ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

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

8. If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership:

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 this section.

True and Correct Name	Date of Birth	*DONOT LIST PO BOXES* Residence Address No. & Street City, State & Zip	Residence Phone Number	No. of Years in Corp or LLC	% of Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
FQB Gift Trust					76.3%	YES ☐ NO ☒	YES ☐ NO ☒
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐

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

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 _____)

Before Me, _____, (specify)
(Printed name of Notary or other officer authorized to administer oaths)

a Notary Public, Officer authorized to administer oaths in and for
_____County, State of Wyoming, personally appeared

_____name he/she being first duly sworn
(Insert Names)
by me upon his oath, says that the facts alleged in the foregoing instrument are true.

(Seal)

1._____

2._____

3._____

4._____

My Commission expires: _____

Witness my hand and official seal:

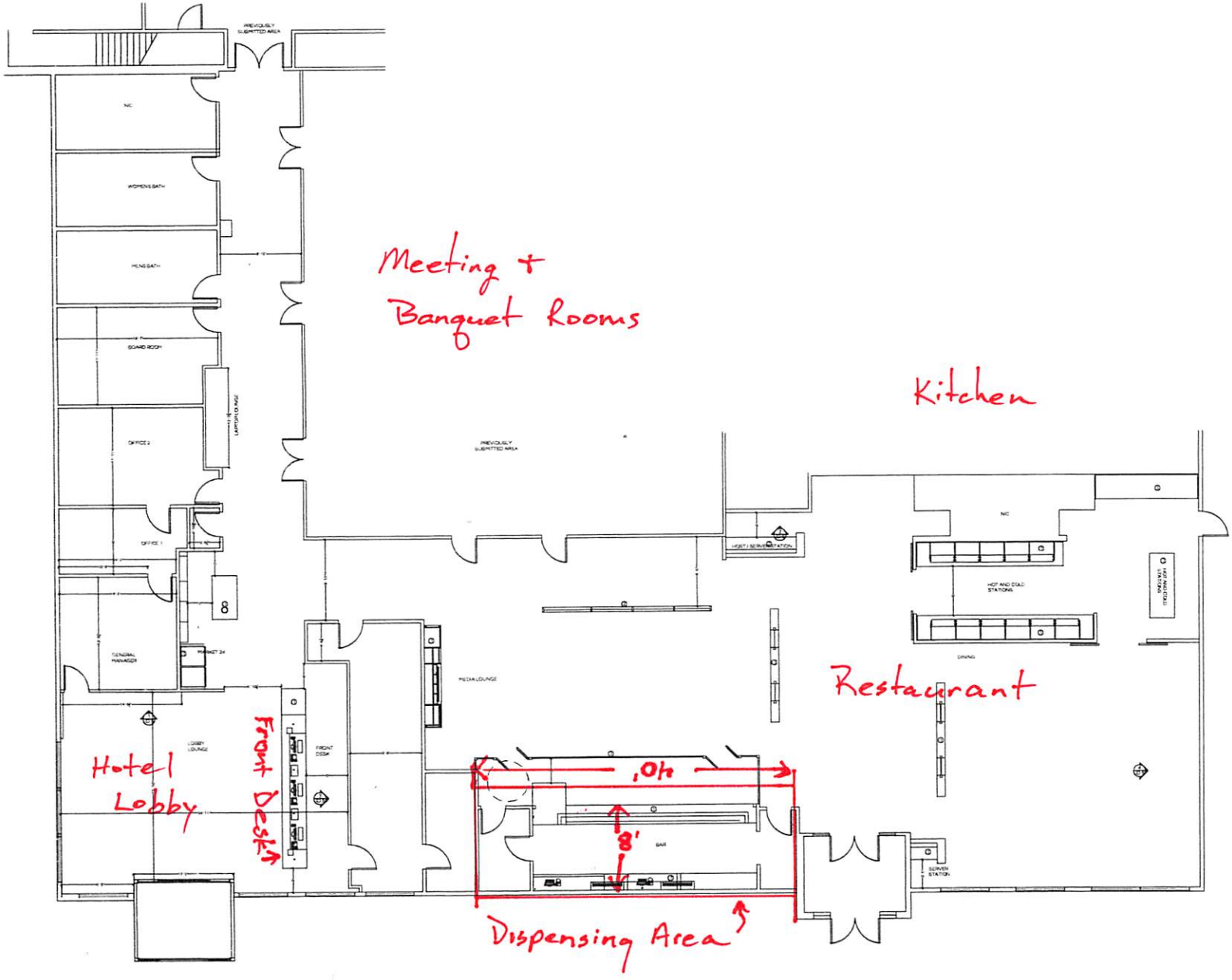
_____
(Notary Public or other officer authorized to administer oaths)

Title _____

Dated: _____/_____/_____

FOR LIQUOR DIVISION USE ONLY		
Reviewer	Initials	Date
Agent:		
Chief:		
Acct.:		

Quin Blair Enterprises, Inc. dba Holiday Inn - Cody



Outdoor Serving Area Renewal/Request

Per state statute 12-5-201 (a), "Alcoholic beverages secured in the licensed room by a server may be served only in the building in which the licensed room is located an in an immediately adjacent fenced or enclosed area as approved by the local licensing authority."

If you currently have an outdoor serving area or would like to request approval of a new outdoor serving area, please complete the following:

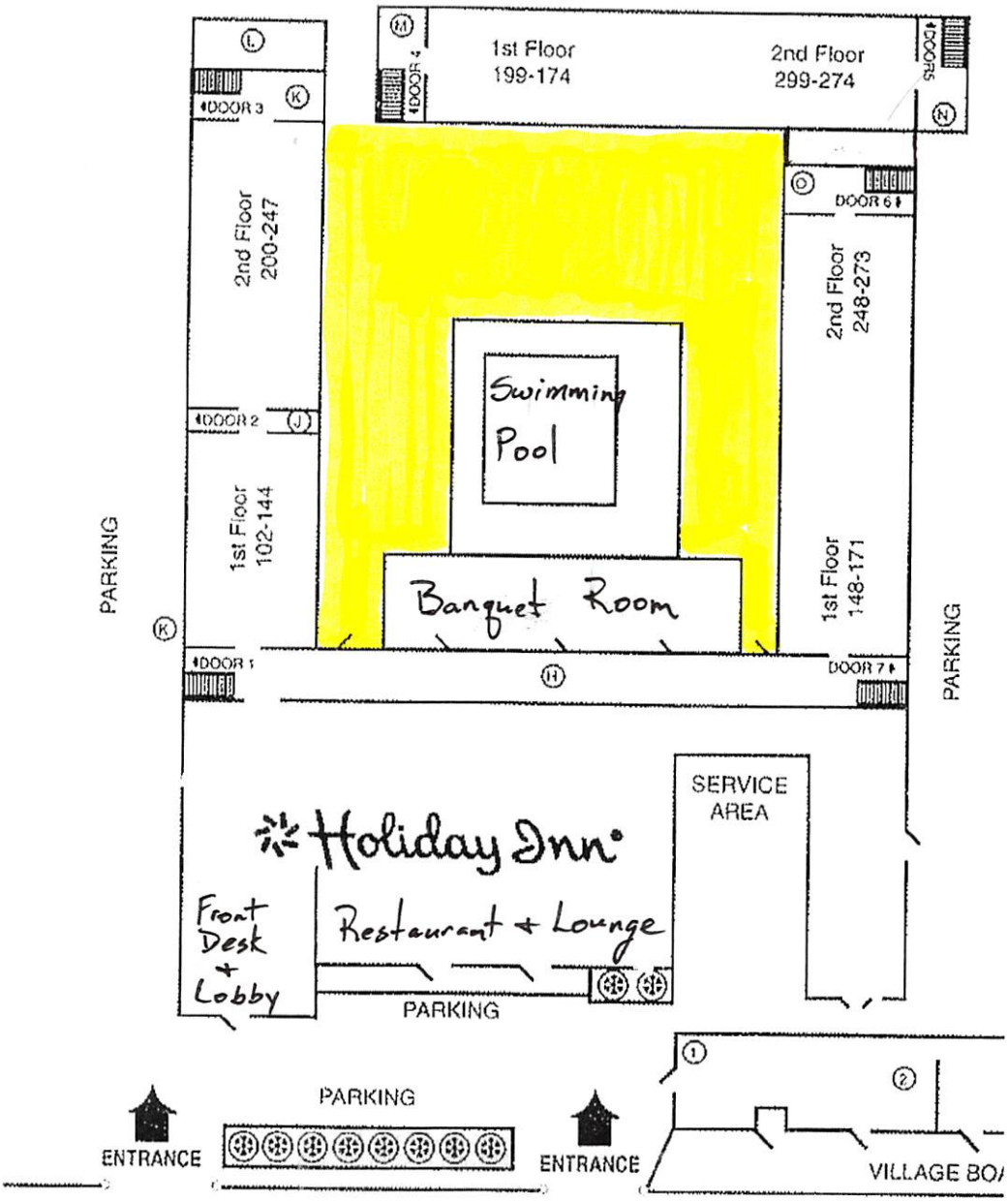
Applicant Name: Quin Blair Enterprises, Inc.
dba - Holiday Inn - Cody

_____ Please renew our outdoor serving area.

_X_ I am requesting approval of a new outdoor serving area (not previously approved).

If requesting approval of a new area, or if you have made changes to the current area, please provide a detailed drawing:

Courtyard area - surrounded by Holiday Inn buildings.


1st Floor
199-174
2nd Floor
299-274
DOOR 4
DOOR 5
DOOR 3
DOOR 6
2nd Floor
200-247
2nd Floor
248-273
Swimming
Pool
DOOR 2
1st Floor
102-144
1st Floor
148-171
PARKING
Banquet Room
DOOR 1
DOOR 7
PARKING
SERVICE
AREA
Holiday Inn
Front
Desk
+
Lobby
Restaurant + Lounge
PARKING
PARKING
ENTRANCE
ENTRANCE
VILLAGE BO

Holiday Inn
1701 Sheridan Avenue
Cody, WY 82414
t: 307.587.5555
f: 307.527.7757
1.800.HOLIDAY
blairhotels.com

Holiday Inn
AT THE BUFFALO BILL VILLAGE RESORT

Quin Blair Enterprises, Inc.
Holiday Inn Cody
1701 Sheridan Avenue
Cody, WY 82414

April 25, 2017

To Whom It May Concern:

Please be advised that I have listed all stockholders who own 10% or more of the shares of capital stock in Quin Blair Enterprises, Inc. These listed shareholders hold a combined sum of 83.4% of capital stock. The remaining 16.6% of shares of capital stock are held by numerous individuals or trusts none of which owns 10% or more of outstanding ownership.

Should you want to discuss this matter in further detail, please call me at 307-587-3654 extension 699.

Thank you for your attention to this matter.

T R O'Leary

Tim R. O'Leary, CFO
Quin Blair Enterprises, Inc.
PO Box 30
Cody, WY 82414

License# 347

RENEWAL OF LIQUOR LICENSE OR PERMIT APPLICATION

To be completed by the City, Town or County Clerk:

Date Filed With Clerk: 4 / 25 / 17

	Annual Fee	Prorated Fee
Basic Fee:	$ 1500.00	$ ____
Add'l Dispensing Room Fee:	$ ____	$ ____
Transfer Fee:	$ ____	
Total License Fee Collected	$ ____	$ ____
Publishing Fee Collected:	$ 21.00	
Publishing Direct Billed:	☐	

Advertising Dates (2 wks): 6/6/17 & 6/13/17

Hearing Date: 6/20/2017

LICENSE TERM: 08/01/2017

Through: 07/31/2018

A copy must be immediately forwarded to:
State of Wyoming Liquor Division
6601 Campstool Rd.
Cheyenne WY 82002-0110

Applicant: ROADGRILL LLC

Trade Name (dba): GEYSERS ON THE TERRACE

Premise Address: 525 WEST YELLOWSTONE AVENUE
Number & Street

CODY, WY 82414 PARK
City State Zip County

Mailing Address: 208 N 44TH STREET
Number & Street or P.O. Box

CODY, WY 82414
City State Zip

Business Telephone Number: (307) 587-5868
Fax Number:
E-Mail Address: roadgrill@bresnan.net

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.**

BAR (FULL RETAIL)

FILING IN

☒ CITY (TOWN) OF CODY

FILING AS (CHOOSE ONLY ONE)

☐ INDIVIDUAL ☒ LLC
☐ PARTNERSHIP ☐ LLP
☐ CORPORATION
☐ LTD PARTNERSHIP
☐ ASSOCIATION
☐ ORGANIZATION

TYPE OF LICENSE OR PERMIT
(CHOOSE ONLY ONE)

RETAIL LIQUOR LICENSE
- ☒ ON-PREMISE ONLY (BAR)
- ☐ OFF-PREMISE ONLY (PACKAGE STORE)
- ☐ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)

☐ RESTAURANT LIQUOR LICENSE
☐ RESORT LIQUOR LICENSE
☐ BAR AND GRILL
LIMITED RETAIL (CLUB)
- ☐ FRATERNAL CLUB
- ☐ VETERANS CLUB
- ☐ SOCIAL CLUB
- ☐ GOLF CLUB

☐ MICROBREWERY
☐ WINERY
☐ DISTILLERY SATELLITE
☐ WINERY SATELLITE
☐ COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT

To Assist the Liquor Division with scheduling inspections:

WHEN DO YOU OPERATE?

☐ NON-OPERATIONAL/PARKED
☒ FULL TIME (e.g. Jan through Dec)
☐ SEASONAL/PART-TIME

(specify months of operation)

from _____ to _____

DAYS OF WEEK (e.g. Mon through Sat)
All days

HOURS OF OPERATION (e.g. 10a - 2a)
Variable

Minimum Purchase Requirement:

RETAIL LICENSE HOLDERS:
Have you purchased **$2,000** in spirits, wines and/or malt beverages during the previous license term? ☒ YES ☐ NO

RESTAURANT, RESORT, CLUB, COUNTY MALT, OR BAR AND GRILL LICENSE HOLDERS:
Have you purchased **$500** in spirits, wines and/or malt beverages during the previous license term? ☐ YES ☐ NO
W.S.12-4-103(c)

1. DISPENSING ROOM DESCRIPTION WITH DIMENSIONS:

(a) Give a description with dimensions of the dispensing room and state where it is located within the building (e.g. 10 x 12 room in SE corner of building). If the building is not in existence, also provide an architect's drawing or suitable plans of the room and premises to be licensed: W.S. 12-4-102(a)(i)
94' X 48' ROOM ENTIRE BLDG

(b) If **Winery** or **Microbrewery**, also list the manufacturing facility.(e.g. MFG: 10' X 12' room in SW portion of bldg.) **MFG:**

(c) Do you have an additional dispensing room? ☐ YES ☐ NO If yes, provide description and location:

(d) Provide the legal description and the zoning of the site where the applicant will conduct business:
LOT 9 LYING N OF HWY & S FROM S SIDE OF RIVER & PART OF LOT 12 NW OF HWY, R/W EX 27AG, LOT 9, SEC 3, T52N, R102W, ZONED D3

2. Have there been any changes in the physical location of the dispensing room since the last application was filed?
☐ YES If YES, please submit a drawing of the new dispensing room.
☒ NO

(a) Do you anticipate any changes in the next twelve (12) months?
☐ YES If YES, please submit a drawing of the new dispensing room.
☒ NO

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

(1) **OWN** the building in which sales room is located? ☒ YES (own)
(2) **LEASE** the building in which sales room is located? ☐ YES (lease)
(A) **DATE** lease expires _____ located on page_____paragraph_____of lease document.
(B) Provision for **SALE** of alcoholic or malt beverages located on page_____paragraph_____of lease.

NOTE: Please submit a copy of the lease with the application. W.S. 12-2-103(a)(iii) requires the lease be valid THROUGH the TERM OF THE LICENSE and MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.

4. Restaurant and Bar and Grill Liquor License Holders Only:

(a) Gross sales figures and percentages of income derived from: W.S.12-4-408(b) (Line 1 + Line 2 must = Line 3)

(Line 1) Liquor Sales: $_____(_____%)
(Line 2) Food Sales: $_____(_____%)
(Line 3) Gross Sales: $_____(_____%)

(b) Did you attach a copy of your valid food service permit to this application. W.S.12-4-407(a), W.S.12-4-413(a) ☐ YES ☐ NO

5. Microbrewery License Holders Only:

(a) Did you produce over 50 barrels (1,550 gallons) but less than 50,000 barrels (1,550,000 gallons) during the previous license term? W.S.12-1-101(a)(xix) ☐ YES ☐ NO

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

(c) Do you distribute your own products through an existing malt beverage wholesaler? W.S. 12-2-201(g)(i) (Requires additional licensing with the Liquor Division) ☐ YES ☐ NO

6. Social Club License Holders Only:

(a) Have you filed a detailed statement of your activities during the year with an itemized statement of amounts expended? W.S. 12-1-101(a)(ii)(E) ☐ YES ☐ NO

7. If the applicant is filing as an Individual or Partnership or as a Club:

Each individual or partner or officer must complete this section.

True and Correct Name	Date of Birth	*DONOT LIST PO BOXES* Residence Address No. & Street City, State & Zip	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 ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

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

8. If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership:

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 this section.

True and Correct Name	Date of Birth	*DONOT LIST PO BOXES* Residence Address No. & Street City, State & Zip	Residence Phone Number	No. of Years in Corp or LLC	% of Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Lynn M Lampe				15	100%	YES ☐ NO ☒	YES ☐ NO ☒
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐

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

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 *)*

Before Me, Annalea Avery *, (specify)*
(Printed name of Notary or other officer authorized to administer oaths)

a Notary Public, Officer authorized to administer oaths in and for Park *County, State of Wyoming, personally appeared* Lynn Lampe *name he/she being first duly sworn*
(Insert Names)
by me upon his oath, says that the facts alleged in the foregoing instrument are true.

(Seal)

ANNALEA AVERY NOTARY PUBLIC
COUNTY OF PARK STATE OF WYOMING
MY COMMISSION EXPIRES MAY 20, 2020

1. Lynn Lampe
2. _____
3. _____
4. _____

My Commission expires: 5/20/20

Witness my hand and official seal:

_____
(Notary Public or other officer authorized to administer oaths)

Title Notary

Dated: 4 / 25 / 17

FOR LIQUOR DIVISION USE ONLY		
Reviewer	Initials	Date
Agent:		
Chief:		
Acct.:		

WLD-28 (1/16)

License# 1568

RENEWAL OF LIQUOR LICENSE OR PERMIT APPLICATION

To be completed by the City, Town or County Clerk:

Date Filed With Clerk: 5 / 1 / 17

	Annual Fee	Prorated Fee
Basic Fee:	$ 1000.00	$.
Add'l Dispensing Room Fee:	$.	$.
Transfer Fee:	$.	
Total License Fee Collected	$.	$.
Publishing Fee Collected:	$ 21.00	
Publishing Direct Billed:	☐	

Advertising Dates (2 wks): 6/6/17 & 6/13/17

Hearing Date: 6/20/2017

LICENSE TERM: 08/01/2017

Through: 07/31/2018

A copy must be immediately forwarded to:
State of Wyoming Liquor Division
6601 Campstool Rd.
Cheyenne WY 82002-0110

Applicant: SEVEN FOURTEEN LLC

Trade Name (dba): GASTHAUS CARDI

Premise Address: 1385 SHERIDAN AVENUE
Number & Street

CODY, WY 82414 PARK
City State Zip County

Mailing Address: 1847 MOUNTAIN VIEW DR
Number & Street or P.O. Box

CODY, WY 82414
City State Zip

Business Telephone Number: (715) 441-9934, 715-441-9932, 307-
Fax Number:
E-Mail Address: RICKI053@HOTMAIL.COM

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.**

RESTAURANT

FILING IN

☒ CITY (TOWN) OF CODY

FILING AS (CHOOSE ONLY ONE)

☐ INDIVIDUAL ☑ LLC
☐ PARTNERSHIP ☐ LLP
☐ CORPORATION
☐ LTD PARTNERSHIP
☐ ASSOCIATION
☐ ORGANIZATION

TYPE OF LICENSE OR PERMIT
(CHOOSE ONLY ONE)

RETAIL LIQUOR LICENSE
- ☐ ON-PREMISE ONLY (BAR)
- ☐ OFF-PREMISE ONLY (PACKAGE STORE)
- ☐ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)

☑ RESTAURANT LIQUOR LICENSE
☐ RESORT LIQUOR LICENSE
☐ BAR AND GRILL
LIMITED RETAIL (CLUB)
- ☐ FRATERNAL CLUB
- ☐ VETERANS CLUB
- ☐ SOCIAL CLUB
- ☐ GOLF CLUB

☐ MICROBREWERY
☐ WINERY
☐ DISTILLERY SATELLITE
☐ WINERY SATELLITE
☐ COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT

To Assist the Liquor Division with scheduling inspections:

WHEN DO YOU OPERATE?

☐ NON-OPERATIONAL/PARKED
☑ FULL TIME (e.g. Jan through Dec)
☐ SEASONAL/PART-TIME

(specify months of operation)

from _____ to _____

DAYS OF WEEK (e.g. Mon through Sat)
Mon - Sun

HOURS OF OPERATION (e.g. 10a - 2a)
11am - 9pm

Minimum Purchase Requirement:

RETAIL LICENSE HOLDERS:
Have you purchased **$2,000** in spirits, wines and/or malt beverages during the previous license term? ☐ YES ☐ NO

RESTAURANT, RESORT, CLUB, COUNTY MALT, OR BAR AND GRILL LICENSE HOLDERS:
Have you purchased **$500** in spirits, wines and/or malt beverages during the previous license term? ☑ YES ☐ NO
W.S.12-4-103(c)

1. DISPENSING ROOM DESCRIPTION WITH DIMENSIONS:
   (a) Give a description with dimensions of the dispensing room and state where it is located within the building (e.g. 10 x 12 room in SE corner of building). If the building is not in existence, also provide an architect's drawing or suitable plans of the room and premises to be licensed: W.S. 12-4-102(a)(i)
   24' X 12' ROOM IN CENTER OF BLDG
   (b) If **Winery** or **Microbrewery**, also list the manufacturing facility.(e.g. MFG: 10' X 12' room in SW portion of bldg.) **MFG:**
   (c) Do you have an additional dispensing room? ☐ YES ☑ NO If yes, provide description and location:
   (d) Provide the legal description and the zoning of the site where the applicant will conduct business:
   LOTS 30-32, BLOCK 9, ORIGINAL TOWN, ZONED C
2. Have there been any changes in the physical location of the dispensing room since the last application was filed?
   ☐ YES If YES, please submit a drawing of the new dispensing room.
   ☑ NO
   (a) Do you anticipate any changes in the next twelve (12) months?
   ☐ YES If YES, please submit a drawing of the new dispensing room.
   ☑ NO
3. **BUILDING OWNERSHIP:** Does the applicant? W.S. 12-4-103 (a) (iii):
   (1) **OWN** the building in which sales room is located? ☐ YES (own)
   (2) **LEASE** the building in which sales room is located? ☑ YES (lease)
   (A) **DATE** lease expires 05/01/20 located on page 1 paragraph 1 of lease document.
   (B) Provision for **SALE** of alcoholic or malt beverages located on page 2 paragraph 4 of lease.

NOTE: Please submit a copy of the lease with the application. W.S. 12-2-103(a)(iii) requires the lease be valid THROUGH the TERM OF THE LICENSE and MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.

(new license)

4. Restaurant and Bar and Grill Liquor License Holders Only:

(a) Gross sales figures and percentages of income derived from: W.S.12-4-408(b) (Line 1 + Line 2 must = Line 3)

(Line 1) Liquor Sales: $ 0 (%)
(Line 2) Food Sales: $ 0 (%)
(Line 3) Gross Sales: $ 0 (%)

(b) Did you attach a copy of your valid food service permit to this application. W.S.12-4-407(a), W.S.12-4-413(a) ☐ YES ☐ NO

5. Microbrewery License Holders Only:

(a) Did you produce over 50 barrels (1,550 gallons) but less than 50,000 barrels (1,550,000 gallons) during the previous license term? W.S.12-1-101(a)(xix) ☐ YES ☐ NO

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

(c) Do you distribute your own products through an existing malt beverage wholesaler? W.S. 12-2-201(g)(i) (Requires additional licensing with the Liquor Division) ☐ YES ☐ NO

6. Social Club License Holders Only:

(a) Have you filed a detailed statement of your activities during the year with an itemized statement of amounts expended? W.S. 12-1-101(a)(ii)(E) ☐ YES ☐ NO

7. If the applicant is filing as an Individual or Partnership or as a Club:

Each individual or partner or officer must complete this section.

True and Correct Name	Date of Birth	*DONOT LIST PO BOXES* Residence Address No. & Street City, State & Zip	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 ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

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

8. If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership:

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 this section.

True and Correct Name	Date of Birth	*DONOT LIST PO BOXES* Residence Address No. & Street City, State & Zip	Residence Phone Number	No. of Years in Corp or LLC	% of Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Charles W. Struemke				1/2	50%	YES ☐ NO ☑	YES ☐ NO ☑
Ricarda V Struemke				1/2	50%	YES ☐ NO ☑	YES ☐ NO ☑
						YES ☐ NO ☐	YES ☐ NO ☐

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

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 *)*

Before Me, Annalea Avery *, (specify)*
(Printed name of Notary or other officer authorized to administer oaths)

a Notary Public, Officer authorized to administer oaths in and for Park *County, State of Wyoming, personally appeared*
Ricarda V Struemke *name he/she being first duly sworn*
(Insert Names)
by me upon his oath, says that the facts alleged in the foregoing instrument are true.

(Seal)

ANNALEA AVERY NOTARY PUBLIC
COUNTY OF PARK STATE OF WYOMING
MY COMMISSION EXPIRES MAY 20, 2020

1. [signature]
2. _____
3. _____
4. _____

My Commission expires: May 20, 2020

Witness my hand and official seal:

[signature]
(Notary Public or other officer authorized to administer oaths)

Title Notary

Dated: 5 / 1 / 17

FOR LIQUOR DIVISION USE ONLY		
Reviewer	Initials	Date
Agent:		
Chief:		
Acct.:		

LEASE AGREEMENT

THIS LEASE AGREEMENT, is made between WILDER ENTERPRISES, LLC, a Wyoming Limited Liability Company, (herein called "LESSOR") and Seven Fourteen, LLC, a Wyoming limited liability company, (herein called "LESSEE")

WITNESSETH:

WHEREAS, LESSOR is the owner of the real property located at 1385 Sheridan Avenue, Cody, Wyoming (which is also referred to as 1379 Sheridan Avenue, in the Park County records), which is more particularly described as follows:

Lots 30, 31, and 32, Block 9, Original Town of Cody, Park County, Wyoming.

TOGETHER WITH all improvements and appurtenances thereunto belonging.

(hereinafter referred to as the LEASED PROPERTY). LESSEE acknowledges that the restaurant equipment located in the LEASED PROPERTY is not part of this Lease (unless agreed upon by the parties); and

WHEREAS, LESSEE desires LESSOR to enter into a Lease Agreement with LESSEE with a lease date effective as of March 1, 2017 and with occupancy beginning on or before March 15, 2017;

NOW, THEREFORE, for and in consideration of the covenants and agreements hereinafter set forth, to be kept and performed by LESSEE, LESSOR does hereby lease unto LESSEE the LEASED PROPERTY under the following terms and conditions:

1. TERM - The term of this Lease shall be from March 1, 2017 through May 1, 2020. LESSOR agrees to begin negotiating solely with Lessee no later than November 1, 2019 for a new lease which is agreeable to both parties. If LESSOR and LESSEE cannot reach an agreement for a new lease by November 1, 2019, LESSOR may begin advertising for a new tenant and showing the space to any prospective new tenants. If LESSEE would like to terminate the lease prior to the end of the term, LESSEE shall be required to pay LESSOR a sum equal to three months rent, (the rent amount will be the rent amount applicable at the time of termination).

2. RENT - LESSEE covenants and agrees to pay to LESSOR as rent for the LEASED PROPERTY as follows:

A. $2,900.00 a month from March 1, 2017 to April 30, 2017, payable beginning on March 1, 2017. PROVIDED, HOWEVER, that the rent will be prorated based on the date when LESSEE is able to have full access to the LEASED PROPERTY.

B. $3,500.00 a month from May 1, 2017 to April 30, 2020.

C. $3,700.00 a month from May 1, 2020 to April 30, 2025, payable beginning on May 1, 2020. This section is an automatic year by year renewal and can be canceled by LESSEE only.

All rent payable under Paragraph 2 shall be subject to a late charge of 2 percent if paid more than ten days late, and shall bear interest after being 30 days past due at the rate of 12 percent per year.

All payments due under this lease, including rental and those contained in Paragraph 5 hereof, shall be automatically deposited into LESSOR's bank account at Pinnacle Bank, 1702 17th Street, Cody, Wyoming from LESSEE'S bank on the date that they are due under the Lease. LESSOR shall provide to LESSEE all necessary information concerning LESSOR's bank account necessary to accomplish this automatic deposit.

3. SECURITY DEPOSIT - Upon the execution of this Lease by all parties, LESSEE shall pay to LESSOR the sum of $4,000.00 for a security deposit for the LEASED PROPERTY with $2,000.00 being due on July 1, 2017 and $2,000.00 being due on August 1, 2017. Said security deposit shall be used by LESSOR to pay for any repairs required to the LEASED PROPERTY upon the termination of this Lease or for any unpaid rent upon the termination of this Lease. Said Security Deposit shall be refunded to LESSEE by LESSOR within 15 days after the Lease has been terminated if the LEASED PROPERTY is left in a clean and sanitary condition at the termination of the lease and no repairs are needed, and all rent has been paid in full. If repairs, cleaning, or past due rent must be paid, the remainder of the balance of the Security Deposit will then be forwarded to LESSEE, if any funds remain.

4. USE OF LEASED PROPERTY - LESSEE covenants and agrees that LESSEE will use the LEASED PROPERTY for a restaurant, catering service and retail food sales and, with the consent of LESSOR, to sell alcoholic and malt beverages, and for no other purpose.

5. REIMBURSEMENT FOR INSURANCE, PROPERTY TAXES, AND ASSESSMENTS - During each lease year, LESSEE shall pay to LESSOR as additional rent LESSOR'S costs for property taxes and insurance. This charge will be added to the monthly rent amount at a rate of $400.00 per month. The monthly payment will remain at $400.00 until May 1, 2020, at which time it will be reevaluated by LESSOR to see if any changes need to be made to the monthly payment

amount. If the insurance rate increases because of damage or a claim filed due to the fault of LESSEE this cost will be added to the monthly amount paid by LESSEE. The following insurance will be provided:

(a) General public liability insurance against claims for personal injury, death, or property damages incurring in, on, or about the LEASED PROPERTY, with limits of not less than $1,000,000.00 for bodily injury or death sustained by any one person and $5,000,000.00 for each occurrence, the property damage limits of $100,000.00 for each accident which shall name both LESSOR and LESSEE as insureds.

(b) Fire and extended coverage insurance in amount equal to 100% of full replacement costs of the insurable improvements of the LEASED PROPERTY, naming as insureds LESSOR and any mortgagee designated by LESSOR from time to time, as their respective interests may appear.

6. LESSEE MUST OBTAIN THEIR OWN INSURANCE– LESSEE agrees that LESSEE shall solely be responsible for its own insurance for any damages they may incur for selling liquor on the premises, and for any damage or loss of any kind to its own personal property or fixtures. LESSOR shall not be responsible for replacement of any personal property or fixtures of LESSEE which may be damaged or lost while on the LEASED PROPERTY unless the damage is caused by LESSORS failure to maintain the LEASED PROPERTY.

7. UTILITIES - LESSEE shall pay for utilities used or consumed on the LEASED PROPERTY, including the disposal and removal of trash. LESSEE shall be required to place all utilities in its name on or before March 15, 2017. If LESSEE fails or refuses to pay the same, LESSOR may make such payments and such payments shall be immediately due and payable.

8. MAINTENANCE AND REPAIRS - LESSOR shall be responsible for the following maintenance of the LEASED PROPERTY: air conditioning, heating, the foundation, electrical, water, sewer, indoor/outdoor walls and the roof. All other maintenance is the responsibility of LESSEE , including keeping the interior and exterior of the building and the boardwalk in a good state of repair; painting, electrical, water, and sewer facilities repairs (excluding physical failure of sewer lines within the LEASED PROPERTY); and shall promptly replace all broken or damaged glass, but LESSEE shall make no structural changes in the building without the prior written consent of LESSOR. LESSEE shall return the LEASED PROPERTY to LESSOR upon the termination of this Lease, however the same shall terminate, in the same condition as when received, ordinary wear and tear and acts of God excepted.

LESSEE shall also be responsible for the following specific maintenance:

A. The entire exhaust system and hood over the commercial cooking equipment shall be inspected and cleaned by a properly trained, qualified, and certified company or person at least semiannually. The equipment shall be tagged by the inspector showing date of inspection.

B. The filters over the commercial cooking equipment shall be inspected weekly and cleaned whenever a "moderate accumulation" of grease is present.

C. The fire suppression system for the commercial cooking equipment shall be inspected and serviced semiannually by a qualified inspector. The equipment shall be tagged by the inspector to show the date of inspection.

D. All cooking appliances, hoods, and exhaust ducts shall comply with current UL300 standards. NFPA 96-2005, Standard for Ventilation Control and Fire Protection of Commercial Cooking Operations, Chapter 10.

9. DESTRUCTION OF BUILDING - If the building on the LEASED PROPERTY is totally destroyed (or so damaged as to be untenantable) by storm, fire, earthquake, or other casualty, this Lease shall terminate as of the date of such destruction or damage and the rental shall be accounted for between LESSOR and LESSEE on that date.

If the building on the LEASED PROPERTY is damaged but not rendered totally untenantable and the damage can be fully repaired in 90 days, rent shall abate in proportion as the building has been damaged and LESSOR shall restore the building within said time limit, whereupon rent in full shall recommence. Should LESSOR fail or refuse to fully repair the building within said 90 days, LESSEE may terminate this Lease.

10. INSPECTION - LESSOR may at all times enter to view the LEASED PROPERTY, to make repairs, or to show the LEASED PROPERTY to persons who may wish to lease or buy the same. LESSOR shall notify LESSEE of such entry, if LESSEE is not present, at least 4 hours prior to entry.

11. ASSIGNMENT - LESSEE shall not assign this Lease nor sublet all or any part of the LEASED PROPERTY without the prior written consent of LESSOR.

12. REMOVAL OF FIXTURES - LESSEE may remove, prior to the expiration of this Lease, all fixtures and equipment which it has on the LEASED PROPERTY; provided, LESSEE shall repair all damage caused by such removal.

13. TERMINATION - If LESSEE or LESSOR fail to perform their obligations under this

Lease or shall violate any of the covenants, conditions, or terms of this Lease, including the payment of the monthly rental when and as due, and fail to remedy such default within 15 days for failure to pay any rent, and after 30 days for all other requirements of this Lease, after written notice thereof to the defaulting party, then and in any such event, the non-defaulting party shall have the right at any time thereafter to terminate this Lease without further notice or demand. The right of termination shall not be exclusive and both parties shall have such other rights and remedies as may be provided by law for enforcing their rights hereunder and for the collection of rent. LESSEE shall continue to be liable to LESSOR, after the termination of the lease for all past due rent, and any and all other obligations of LESSEE prior to the termination of this Lease.

LESSEE and LESSOR agree that if either party has to hire an attorney or pursue legal action due to the failure of the other party to follow the terms of this Lease, the prevailing party shall be entitled to all their costs, including reasonably attorney fees, for enforcing their rights hereunder, including the collection of rent, late charges, and interest on delinquent rent.

14. NOTICE - Any notice provided for or permitted herein may be delivered in person to the other party or may be delivered by depositing a copy thereof in the United States mail, postage prepaid, addressed to LESSOR as follows:

Wilder Enterprises, LLC
902 Rumsey Avenue
Cody, Wyoming 82414

and addressed to LESSEE as follows:

Seven Fourteen, LLC
1847 Mountain View Drive
Cody, Wyoming 82414

Notice by mail shall be considered delivered 36 hours following the deposit thereof in any United States post office. Either party may change the address of notice by giving appropriate notice thereof in writing to the other party.

15. MODIFICATION - This Lease may not be amended or supplemented orally but only by an agreement in writing and signed by the party against whom enforcement of any such amendment or supplement as signed.

IN WITNESS WHEREOF, This Lease Agreement is executed by the parties hereto, this 16th day of March 2017.

LESSOR:

WILDER ENTERPRISES, LLC

By: Marjorie F. Wilder
Marjorie F. Wilder, Manager

By: Thomas A. Wilder
Thomas A. Wilder, Manager

LESSEE:

SEVEN FOURTEEN, LLC

By: Charles W. Schuemke
Charles W. Schuemke

Outdoor Serving Area Renewal/Request

Per state statute 12-5-201 (a), "Alcoholic beverages secured in the licensed room by a server may be served only in the building in which the licensed room is located an in an immediately adjacent fenced or enclosed area as approved by the local licensing authority."

If you currently have an outdoor serving area or would like to request approval of a new outdoor serving area, please complete the following:

Applicant Name: GASTHAUS CARDI

X Please renew our outdoor serving area.

___ I am requesting approval of a new outdoor serving area (not previously approved).

If requesting approval of a new area, or if you have made changes to the current area, please provide a detailed drawing:

CITY OF CODY
WYOMING

Annalea Avery <aavery@cityofcody.com>

Gasthaus Cardi

1 message

Todd Denny <todd.denny@wyo.gov> Wed, May 10, 2017 at 1:37 PM
To: Annalea Avery <aavery@cityofcody.com>

I am writing this to notify you that the establishment is licensed. However the license needs to be processed in the home office in Cheyenne. There was a mix up in the office that has delayed the issuance of the hard copy. A hard copy will be mailed to the establishment within the next week. I hope that this is adequate enough for them to renew the license as they have complied with the Wyoming Food Rule and the Wyoming Department of Agriculture's new establishment requirements. If you have any questions, please contact me at 307-899-0987. Thanks.

E-Mail to and from me, in connection with the transaction
of public business, is subject to the Wyoming Public Records
Act and may be disclosed to third parties.

RENEWAL OF LIQUOR LICENSE OR PERMIT APPLICATION

To be completed by the City, Town or County Clerk:

Date Filed With Clerk: 4 / 28 / 17

	Annual Fee	Prorated Fee
Basic Fee:	$ 1500.00	$.
Add'l Dispensing Room Fee:	$.	$.
Transfer Fee:	$.	
Total License Fee Collected	$.	$.
Publishing Fee Collected:	$ 21.00	
Publishing Direct Billed:	☐	

Advertising Dates (2 wks): 6/6/17 & 6/13/17

Hearing Date: 6/20/2017

LICENSE TERM: 08/01/2017

Through: 07/31/2018

A copy must be immediately forwarded to:
State of Wyoming Liquor Division
6601 Campstool Rd.
Cheyenne WY 82002-0110

Applicant: SOARING PEAK ENTERPRISES

Trade Name (dba): Big Horn Liquor

Premise Address: 3330 BIG HORN AVE
Number & Street

CODY, WY 82414 PARK
City State Zip County

Mailing Address: 25 ROAD 6SR
Number & Street or P.O. Box

CODY, WY 82414
City State Zip

Business Telephone Number: 307-587-7275
Fax Number:
E-Mail Address: brennaplace@live.com, VAUGHNPLACE@LIVE.COM

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.**

BAR AND PACKAGE STORE (FULL RETAIL)

FILING IN

☒ CITY (TOWN) OF CODY

FILING AS (CHOOSE ONLY ONE)

☐ INDIVIDUAL ☐ LLC
☐ PARTNERSHIP ☐ LLP
☒ CORPORATION
☐ LTD PARTNERSHIP
☐ ASSOCIATION
☐ ORGANIZATION

TYPE OF LICENSE OR PERMIT
(CHOOSE ONLY ONE)

RETAIL LIQUOR LICENSE
- ☐ ON-PREMISE ONLY (BAR)
- ☐ OFF-PREMISE ONLY (PACKAGE STORE)
- ☐ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)

☐ RESTAURANT LIQUOR LICENSE
☐ RESORT LIQUOR LICENSE
☐ BAR AND GRILL
LIMITED RETAIL (CLUB)
- ☐ FRATERNAL CLUB
- ☐ VETERANS CLUB
- ☐ SOCIAL CLUB
- ☐ GOLF CLUB

☐ MICROBREWERY
☐ WINERY
☐ DISTILLERY SATELLITE
☐ WINERY SATELLITE
☐ COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT

To Assist the Liquor Division with scheduling inspections:

WHEN DO YOU OPERATE?

☐ NON-OPERATIONAL/PARKED
☑ FULL TIME (e.g. Jan through Dec)
☐ SEASONAL/PART-TIME

(specify months of operation)

from _____ to _____

DAYS OF WEEK (e.g. Mon through Sat)
Mon - Sat

HOURS OF OPERATION (e.g. 10a - 2a)
10am - 7pm

Minimum Purchase Requirement:

RETAIL LICENSE HOLDERS: *Previously Panned Licence*
Have you purchased **$2,000** in spirits, wines and/or malt beverages during the previous license term? ☐ YES ☐ NO

RESTAURANT, RESORT, CLUB, COUNTY MALT, OR BAR AND GRILL LICENSE HOLDERS:
Have you purchased **$500** in spirits, wines and/or malt beverages during the previous license term? ☐ YES ☐ NO
W.S.12-4-103(c)

1. DISPENSING ROOM DESCRIPTION WITH DIMENSIONS:
   (a) Give a description with dimensions of the dispensing room and state where it is located within the building (e.g. 10 x 12 room in SE corner of building). If the building is not in existence, also provide an architect's drawing or suitable plans of the room and premises to be licensed: W.S. 12-4-102(a)(i)
   25' X 17' ROOM IN CENTER OF BUILDING
   (b) If **Winery** or **Microbrewery**, also list the manufacturing facility.(e.g. MFG: 10' X 12' room in SW portion of bldg.) **MFG:**
   (c) Do you have an additional dispensing room? ☐ YES ☒ NO If yes, provide description and location:
   (d) Provide the legal description and the zoning of the site where the applicant will conduct business:
   3330 BIG HORN AVE – D3
2. Have there been any changes in the physical location of the dispensing room since the last application was filed?
   ☐ YES If YES, please submit a drawing of the new dispensing room.
   ☒ NO
   (a) Do you anticipate any changes in the next twelve (12) months?
   ☐ YES If YES, please submit a drawing of the new dispensing room.
   ☒ NO
3. **BUILDING OWNERSHIP:** Does the applicant? W.S. 12-4-103 (a) (iii):
   (1) **OWN** the building in which sales room is located? ☐ YES (own)
   (2) **LEASE** the building in which sales room is located? ☒ YES (lease)
   (A) **DATE** lease expires 5-31-2022 located on page 1 paragraph 4 of lease document.
   (B) Provision for **SALE** of alcoholic or malt beverages located on page 1 paragraph 3 of lease.

NOTE: Please submit a copy of the lease with the application. W.S. 12-2-103(a)(iii) requires the lease be valid THROUGH the TERM OF THE LICENSE and MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.

4. Restaurant and Bar and Grill Liquor License Holders Only:

(a) Gross sales figures and percentages of income derived from: W.S.12-4-408(b) (Line 1 + Line 2 must = Line 3)

(Line 1) Liquor Sales: $_____(_____%)
(Line 2) Food Sales: $_____(_____%)
(Line 3) Gross Sales: $_____(_____%)

(b) Did you attach a copy of your valid food service permit to this application. W.S.12-4-407(a), W.S.12-4-413(a) ☐ YES ☐ NO

5. Microbrewery License Holders Only:

(a) Did you produce over 50 barrels (1,550 gallons) but less than 50,000 barrels (1,550,000 gallons) during the previous license term? W.S.12-1-101(a)(xix) ☐ YES ☐ NO

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

(c) Do you distribute your own products through an existing malt beverage wholesaler? W.S. 12-2-201(g)(i) (Requires additional licensing with the Liquor Division) ☐ YES ☐ NO

6. Social Club License Holders Only:

(a) Have you filed a detailed statement of your activities during the year with an itemized statement of amounts expended? W.S. 12-1-101(a)(ii)(E) ☐ YES ☐ NO

7. If the applicant is filing as an Individual or Partnership or as a Club:

Each individual or partner or officer must complete this section.

True and Correct Name	Date of Birth	*DONOT LIST PO BOXES* Residence Address No. & Street City, State & Zip	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 ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

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

8. If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership:

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 this section.

True and Correct Name	Date of Birth	*DONOT LIST PO BOXES* Residence Address No. & Street City, State & Zip	Residence Phone Number	No. of Years in Corp or LLC	% of Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Vaughn Derek Place				6	50	YES ☐ NO ☒	YES ☐ NO ☒
Brenna Marie Place				6	50	YES ☐ NO ☒	YES ☐ NO ☒
						YES ☐ NO ☐	YES ☐ NO ☐

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

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 *)*

Before Me, Alex Elsberry *, (specify)*
(Printed name of Notary or other officer authorized to administer oaths)

a Notary Public, Officer authorized to administer oaths in and for Park *County, State of Wyoming, personally appeared* Brenna and Vaughn Place *name he/she being first duly sworn*
(Insert Names)
~~by me upon his~~ oath, says that the facts alleged in the foregoing instrument are true.

(Seal) ALEX ELSBERRY NOTARY PUBLIC COUNTY OF PARK STATE OF WYOMING MY COMMISSION EXPIRES FEBRUARY 21, 2021

1. Vaughn Place
2. Brenna Marie Place
3. _____
4. _____

My Commission expires: 02/21/2021

Witness my hand and official seal:

Alex Elsberry
(Notary Public or other officer authorized to administer oaths)

Title Notary

Dated: 04 / 28 / 17

FOR LIQUOR DIVISION USE ONLY		
Reviewer	Initials	Date
Agent:		
Chief:		
Acct.:		

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Agreement") is made and entered into this 17th__ day of __March_____, 2017, by and between the following parties and upon the following terms and conditions:

(1) Parties

The parties to this Agreement, hereinafter referred to as LESSOR and LESSEE, respectively, are:

1.1 LESSOR: Joseph C. Boydston 2014 Revocable Living Trust; and

1.2 LESSEE: Soaring Peak Enterprises, a Wyoming corporation, and Vaughn and Brenna Place.

(2) Premises Leased

LESSOR hereby leases to LESSEE the following premises situated in Cody, Park County, Wyoming, to wit:

2.1 A building to be constructed and owned by LESSOR and located at 3330 Big Horn Avenue, Cody, Wyoming 82414.

2.2 Pursuant to W.S. § 12-4-103(a)(iii) and Wyoming liquor license no. 652 ("License 652"), this Agreement shall provide that alcoholic or malt beverages may be sold upon the leased premises. Provided, however, please refer to Paragraph 10, which states conditions and restrictions concerning the sale of alcoholic or malt beverages.

2.3 LESSSOR grants LESSEE access to the property at 3330 Big Horn Avenue from the adjoining property at 3328 Big Horn Avenue, Cody Wyoming 82414 also owned by the LESSOR.

(3) Term

The term of this Agreement shall be as follows:

3.1 Date of Beginning of Base Term: June 15, 2017

3.2 Date of Termination of Base Term: May 31, 2022

(4) Rental

The rent to be paid by LESSEE to LESSOR, the place of payment of the same and the dates of the payment of the same shall be:

4.1 Initial Base Rental amount of: $1000 per month.

4.2 Base Rental amount will increase to $1050 per month starting January 15, 2020.

4.3 Place of Payment: 3328 Big Horn Ave, Cody, Wyoming 82414.

4.4 Dates of Payment: Payment of any expense covered by this paragraph shall be due within 5 days of the 15th day of each month for the same.

4.5 Late Payment Penalty: If LESSEE is ten (10) or more days late with any month's payment, LESSEE shall be liable for a $5 per day late payment for every day LESSEE's payment is late.

(5) Repair or Alteration of Premises

5.1 LESSEE accepts possession of said premises in the same condition in which they are received on the date of this Agreement.

5.2 LESSEE shall not have the right to make alterations or structural changes in or upon said premises without the prior written consent of LESSOR.

(6) Utilities

The expense of all utilities servicing said premises shall be paid by LESSEE.

(7) Maintenance of Premises

7.1 LESSOR will be responsible for the repair and maintenance of said premises during the term of this Agreement.

(8) Inspection and Access

LESSOR shall have the right to go upon said premises at reasonable times and hours, upon reasonable request to LESSEE, to inspect the same for the purpose of ascertaining compliance with the terms of this Agreement.

(9) Claims of Third Parties

LESSEE shall indemnify LESSOR and hold LESSOR harmless from and against any and all claims of third parties arising from the conduct of LESSEE upon said premises, or otherwise arising by reason of any alleged negligence of LESSEE or LESSEE's agents or employees.

LESSOR shall indemnify LESSEE and hold LESSEE harmless from and against any and all claims of third parties arising from the conduct of LESSOR or LESSOR'S agents or employees upon said premises.

Any damage to said premises or the building in which the same are situated resulting from the negligence of LESSEE or of LESSEE's agents or employees shall be the liability of LESSEE to LESSOR, or shall be repaired by LESSEE.

(10) Use of Premises

LESSEE shall utilize said premises for legitimate business purposes only and shall neither engage in nor permit any activity thereon in violation of the laws of the City of Cody, Park County or the State of Wyoming.

(11) Assignment

11.1 LESSEE may not assign, sublet or permit occupancy of said premises by third persons without the prior written consent of LESSOR.

(12) Liability of LESSOR

LESSOR shall not be liable to LESSEE for any damage occasioned to the property of LESSEE from the water, electricity or gas supplied to said premises or otherwise, in any manner, from the plumbing thereof, fire, structural failure or loss from natural causes sustained upon said premises.

(13) Covenants of LESSOR

LESSOR covenants that LESSOR is the owner in fee of the premises forming the subject matter of this Agreement and that LESSEE shall have peaceful and quiet enjoyment of said premises throughout the term of this Agreement.

(14) Default and Termination

14.1 Upon the occurrence of any event of default, LESSOR may, in addition to any other remedy or right given by law, terminate this Agreement by service of written notice of such termination upon LESSEE and thereupon enter upon said leased premises, or any part thereof, upon the date specified in such notice and retake possession of said premises. If LESSOR does not elect to so terminate the Agreement, LESSOR shall have the right at its election to re-enter the premises, with or without legal process, and to remove LESSEE's signs and all property and effects of LESSEE; and if LESSOR so desires, re-let the premises or any part thereof upon such terms and to such persons as may seem appropriate to LESSOR.

14.2 Each of the following shall be deemed an event of default:

a. Default in the payment of the rental provided for herein.

b. Breach by LESSEE of any of the covenants or other obligations of LESSEE set forth herein.

c. Abandonment of the premises by LESSEE.

d. The making of an assignment by LESSEE for the benefit of creditors or the filing by LESSEE or against LESSEE of a petition in bankruptcy, the filing of any petition against LESSEE for the foreclosure of any judgment lien against said leasehold, or the levy of any writ of execution upon said leasehold.

(15) Redelivery of Possession

Upon the expiration of the term herein set forth, or any extension thereof, or upon termination of this Agreement in any manner herein provided, LESSEE will surrender possession and occupancy of said premises to LESSOR without any other or further notice than the terms of this Agreement.

(16) General

16.1 This Agreement constitutes the entire agreement of the parties, and all representations of the parties made heretofore have been embodied herein and no other representations have been made. This Agreement supersedes all prior and contemporaneous written or oral agreements, correspondence and understandings between the parties hereto with regard to the subject matter hereof.

16.2 This Agreement may only be amended by written instrument setting forth the specific amendment and executed by both parties hereto.

16.3 In the event of any conflict, it is understood and agreed that the law of the State of Wyoming shall govern. Any litigation concerning this Agreement shall be venued in Circuit Court or District Court, Fifth Judicial District, Park County, Wyoming.

16.4 This Agreement and all obligations and rights hereunder shall extend to and be binding upon the heirs, personal representatives and assigns of LESSOR and of LESSEE.

16.5 In the event of a default under this Agreement, the defaulting party shall reimburse the non-defaulting party or parties for all costs and expenses reasonably incurred by the non-defaulting party or parties in connection with the default, including without limitation all attorneys' fees. Additionally, in the event a suit or action is filed to enforce this Agreement or with respect to the Agreement, the prevailing party or parties shall be reimbursed by the other party for all costs and expenses incurred in connection with the suit or action, including without limitation reasonable attorney's fees.

SO AGREED as of the date and year first above written:

JOSEPH C. BOYDSTON, LESSOR

By: _____

Title: _____

Date: 3/17/17

SOARING PEAK ENTERPRISES, LESSEE

By: _____

Title: PRESIDENT

Date: 3/17/17

RENEWAL OF LIQUOR LICENSE OR PERMIT APPLICATION

To be completed by the City, Town or County Clerk:

Date Filed With Clerk: 5 / 1 / 17

	Annual Fee	Prorated Fee
Basic Fee:	$ 1500.00	$.
Add'l Dispensing Room Fee:	$.	$.
Transfer Fee:	$.	
Total License Fee Collected	$.	$.
Publishing Fee Collected:	$ 21.00	
Publishing Direct Billed:	☐	

Advertising Dates (2 wks): 6/6/17 & 6/13/17

Hearing Date: 6/20/2017

LICENSE TERM: 08/01/2017

Through: 07/31/2018

A copy must be immediately forwarded to:
State of Wyoming Liquor Division
6601 Campstool Rd.
Cheyenne WY 82002-0110

Applicant: STECKS INC

Trade Name (dba): ROCKY MOUNTAIN DISCOUNT LIQUOR

Premise Address: 1820 17TH STREET
Number & Street

CODY, WY 82414 PARK
City State Zip County

Mailing Address: 1820 17TH STREET
Number & Street or P.O. Box

CODY, WY 82414
City State Zip

Business Telephone Number: (307) 587-2980
Fax Number: (307) 587-9188
E-Mail Address: stecksinc@yahoo.com

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.**

BAR AND PACKAGE STORE (FULL RETAIL)

FILING IN

☒ CITY (TOWN) OF CODY

FILING AS (CHOOSE ONLY ONE)

☐ INDIVIDUAL ☐ LLC
☐ PARTNERSHIP ☐ LLP
☒ CORPORATION
☐ LTD PARTNERSHIP
☐ ASSOCIATION
☐ ORGANIZATION

TYPE OF LICENSE OR PERMIT
(CHOOSE ONLY ONE)

RETAIL LIQUOR LICENSE
- ☐ ON-PREMISE ONLY (BAR)
- ☐ OFF-PREMISE ONLY (PACKAGE STORE)
- ☒ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)

☐ RESTAURANT LIQUOR LICENSE
☐ RESORT LIQUOR LICENSE
☐ BAR AND GRILL
LIMITED RETAIL (CLUB)
- ☐ FRATERNAL CLUB
- ☐ VETERANS CLUB
- ☐ SOCIAL CLUB
- ☐ GOLF CLUB

☐ MICROBREWERY
☐ WINERY
☐ DISTILLERY SATELLITE
☐ WINERY SATELLITE
☐ COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT

To Assist the Liquor Division with scheduling inspections:

WHEN DO YOU OPERATE?

☐ NON-OPERATIONAL/PARKED
☒ FULL TIME (e.g. Jan through Dec)
☐ SEASONAL/PART-TIME

(specify months of operation)

from _____ to _____

DAYS OF WEEK (e.g. Mon through Sat)
MONDAY – SUNDAY

HOURS OF OPERATION (e.g. 10a - 2a)
SAT – THUR 7AM – 11PM
Friday 7AM – 12PM

Minimum Purchase Requirement:

RETAIL LICENSE HOLDERS:
Have you purchased **$2,000** in spirits, wines and/or malt beverages during the previous license term? ☐ YES ☐ NO

RESTAURANT, RESORT, CLUB, COUNTY MALT, OR BAR AND GRILL LICENSE HOLDERS:
Have you purchased **$500** in spirits, wines and/or malt beverages during the previous license term? ☐ YES ☐ NO
W.S.12-4-103(c)

1. DISPENSING ROOM DESCRIPTION WITH DIMENSIONS:
   (a) Give a description with dimensions of the dispensing room and state where it is located within the building (e.g. 10 x 12 room in SE corner of building). If the building is not in existence, also provide an architect's drawing or suitable plans of the room and premises to be licensed: W.S. 12-4-102(a)(i)
   43' X 60' ROOM ON E SIDE OF BLDG
   (b) If **Winery** or **Microbrewery**, also list the manufacturing facility.(e.g. MFG: 10' X 12' room in SW portion of bldg.) **MFG:**
   (c) Do you have an additional dispensing room? ☐ YES ☒ NO If yes, provide description and location:
   (d) Provide the legal description and the zoning of the site where the applicant will conduct business:
   PORTION OF LOT 12, PLAT WEST, PLAT DAKEN SUBDIVISION, ORIGINAL TOWN, ZONED COMMERCIAL
2. Have there been any changes in the physical location of the dispensing room since the last application was filed?
   ☐ YES If YES, please submit a drawing of the new dispensing room.
   ☒ NO
   (a) Do you anticipate any changes in the next twelve (12) months?
   ☐ YES If YES, please submit a drawing of the new dispensing room.
   ☒ NO
3. **BUILDING OWNERSHIP:** Does the applicant? W.S. 12-4-103 (a) (iii):
   (1) **OWN** the building in which sales room is located? ☒ YES (own)
   (2) **LEASE** the building in which sales room is located? ☐ YES (lease)
   (A) **DATE** lease expires _____ located on page_____paragraph_____of lease document.
   (B) Provision for **SALE** of alcoholic or malt beverages located on page_____paragraph_____of lease.

NOTE: Please submit a copy of the lease with the application. W.S. 12-2-103(a)(iii) requires the lease be valid THROUGH the TERM OF THE LICENSE and MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.

4. Restaurant and Bar and Grill Liquor License Holders Only:

(a) Gross sales figures and percentages of income derived from: W.S.12-4-408(b) (Line 1 + Line 2 must = Line 3)

(Line 1) Liquor Sales: $_____(_____%)
(Line 2) Food Sales: $_____(_____%)
(Line 3) Gross Sales: $_____(_____%)

(b) Did you attach a copy of your valid food service permit to this application. W.S.12-4-407(a), W.S.12-4-413(a) ☐ YES ☐ NO

5. Microbrewery License Holders Only:

(a) Did you produce over 50 barrels (1,550 gallons) but less than 50,000 barrels (1,550,000 gallons) during the previous license term? W.S.12-1-101(a)(xix) ☐ YES ☐ NO

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

(c) Do you distribute your own products through an existing malt beverage wholesaler? W.S. 12-2-201(g)(i) (Requires additional licensing with the Liquor Division) ☐ YES ☐ NO

6. Social Club License Holders Only:

(a) Have you filed a detailed statement of your activities during the year with an itemized statement of amounts expended? W.S. 12-1-101(a)(ii)(E) ☐ YES ☐ NO

7. If the applicant is filing as an Individual or Partnership or as a Club:

Each individual or partner or officer must complete this section.

True and Correct Name	Date of Birth	*DONOT LIST PO BOXES* Residence Address No. & Street City, State & Zip	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 ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

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

8. If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership:

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 this section.

True and Correct Name	Date of Birth	*DONOT LIST PO BOXES* Residence Address No. & Street City, State & Zip	Residence Phone Number	No. of Years in Corp or LLC	% of Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Brandon James McArtor				19	50	YES ☐ NO ☒	YES ☒ NO ☐
Kelly Michelle McArtor				10	50	YES ☐ NO ☒	YES ☐ NO ☒
						YES ☐ NO ☐	YES ☐ NO ☐

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

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)
COUNTY OF Campbell *SS.)*

Before Me, Jessica J Evenson, *(specify)*
(Printed name of Notary or other officer authorized to administer oaths)

a Notary Public, Officer authorized to administer oaths in and for Campbell *County, State of Wyoming, personally appeared*

Brandon & Kelly McArtor *name he/she being first duly sworn*
(Insert Names)

by me upon his oath, says that the facts alleged in the foregoing instrument are true.

(Seal)

Jessica J Evenson - Notary Public
County of Campbell
State of Wyoming
My Commission Expires 1-21-2019

1. Brandon McArtor
2. Kelly McArtor
3. _____
4. _____

My Commission expires: January 21, 2019

Witness my hand and official seal:

Jessica J Evenson
(Notary Public or other officer authorized to administer oaths)

Title Notary

Dated: 04 / 24 / 2017

FOR LIQUOR DIVISION USE ONLY		
Reviewer	Initials	Date
Agent:		
Chief:		
Acct.:		

Memo

To: City of Cody
From: Sunset House Inc.
Date: May 5, 2017

Please withdraw our liquor license application. We are closing May 7, 2017.

William C. Garlow
President

RENEWAL OF LIQUOR LICENSE OR PERMIT APPLICATION

To be completed by the City, Town or County Clerk:

Date Filed With Clerk: 4 / 20 / 17

	Annual Fee	Prorated Fee
Basic Fee:	$ 1500.00	$.
Add'l Dispensing Room Fee:	$.	$.
Transfer Fee:	$.	
Total License Fee Collected	$.	$.
Publishing Fee Collected:	$ 21.00	
Publishing Direct Billed:	☐	

Advertising Dates (2 wks): 6/6/17 & 6/13/17

Hearing Date: 6/20/2017

LICENSE TERM: 08/01/2017

Through: 07/31/2018

A copy must be immediately forwarded to:
State of Wyoming Liquor Division
6601 Campstool Rd.
Cheyenne WY 82002-0110

Applicant: SUNSET PROPERTIES INC

Trade Name (dba): EIGHTH STREET

Premise Address: 1800 8TH STREET
Number & Street

CODY, WY 82414 PARK
City State Zip County

Mailing Address: 1800 8TH STREET
Number & Street or P.O. Box

CODY, WY 82414
City State Zip

Business Telephone Number: (307) 587-5323
Fax Number: (307) 587-9029
E-Mail Address: eat@8thstreet.com

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.**

BAR AND PACKAGE STORE (FULL RETAIL)

FILING IN

☒ CITY (TOWN) OF CODY

FILING AS (CHOOSE ONLY ONE)

- ☐ INDIVIDUAL
- ☐ PARTNERSHIP
- ☒ CORPORATION
- ☐ LTD PARTNERSHIP
- ☐ ASSOCIATION
- ☐ ORGANIZATION
- ☐ LLC
- ☐ LLP

TYPE OF LICENSE OR PERMIT
(CHOOSE ONLY ONE)

RETAIL LIQUOR LICENSE
- ☐ ON-PREMISE ONLY (BAR)
- ☐ OFF-PREMISE ONLY (PACKAGE STORE)
- ☒ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)

☐ RESTAURANT LIQUOR LICENSE
☐ RESORT LIQUOR LICENSE
☐ BAR AND GRILL
LIMITED RETAIL (CLUB)
- ☐ FRATERNAL CLUB
- ☐ VETERANS CLUB
- ☐ SOCIAL CLUB
- ☐ GOLF CLUB

☐ MICROBREWERY
☐ WINERY
☐ DISTILLERY SATELLITE
☐ WINERY SATELLITE
☐ COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT

To Assist the Liquor Division with scheduling inspections:

WHEN DO YOU OPERATE?

- ☐ NON-OPERATIONAL/PARKED
- ☒ FULL TIME (e.g. Jan through Dec)
- ☐ SEASONAL/PART-TIME

(specify months of operation)

from _____ to _____

DAYS OF WEEK (e.g. Mon through Sat)
All seven days

HOURS OF OPERATION (e.g. 10a - 2a)
7:00am - 11:00pm

Minimum Purchase Requirement:

RETAIL LICENSE HOLDERS:
Have you purchased **$2,000** in spirits, wines and/or malt beverages during the previous license term? ☒ YES ☐ NO

RESTAURANT, RESORT, CLUB, COUNTY MALT, OR BAR AND GRILL LICENSE HOLDERS:
Have you purchased **$500** in spirits, wines and/or malt beverages during the previous license term? ☐ YES ☐ NO
W.S.12-4-103(c)

1. DISPENSING ROOM DESCRIPTION WITH DIMENSIONS:
   (a) Give a description with dimensions of the dispensing room and state where it is located within the building (e.g. 10 x 12 room in SE corner of building). If the building is not in existence, also provide an architect's drawing or suitable plans of the room and premises to be licensed: W.S. 12-4-102(a)(i)
   20' X 20' ROOM IN SW PORTION OF BLDG
   (b) If **Winery** or **Microbrewery**, also list the manufacturing facility.(e.g. MFG: 10' X 12' room in SW portion of bldg.) **MFG:**
   (c) Do you have an additional dispensing room? ☐ YES ☒ NO If yes, provide description and location:
   (d) Provide the legal description and the zoning of the site where the applicant will conduct business:
   LOT 68, T52N, R102W, 6TH P.M., PARK COUNTY, WYOMING, ZONED COMMERCIAL
2. Have there been any changes in the physical location of the dispensing room since the last application was filed?
   ☐ YES If YES, please submit a drawing of the new dispensing room.
   ☒ NO
   (a) Do you anticipate any changes in the next twelve (12) months?
   ☐ YES If YES, please submit a drawing of the new dispensing room.
   ☒ NO
3. **BUILDING OWNERSHIP:** Does the applicant? W.S. 12-4-103 (a) (iii):
   (1) **OWN** the building in which sales room is located? ☒ YES (own)
   (2) **LEASE** the building in which sales room is located? ☐ YES (lease)
   (A) **DATE** lease expires _____ located on page_____paragraph_____of lease document.
   (B) Provision for **SALE** of alcoholic or malt beverages located on page_____paragraph_____of lease.

NOTE: Please submit a copy of the lease with the application. W.S. 12-2-103(a)(iii) requires the lease be valid THROUGH the TERM OF THE LICENSE and MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.

4. Restaurant and Bar and Grill Liquor License Holders Only:

(a) Gross sales figures and percentages of income derived from: W.S.12-4-408(b) (Line 1 + Line 2 must = Line 3)

(Line 1) Liquor Sales: $_____(_____%)
(Line 2) Food Sales: $_____(_____%)
(Line 3) Gross Sales: $_____(_____%)

(b) Did you attach a copy of your valid food service permit to this application. W.S.12-4-407(a), W.S.12-4-413(a) ☐ YES ☐ NO

5. Microbrewery License Holders Only:

(a) Did you produce over 50 barrels (1,550 gallons) but less than 50,000 barrels (1,550,000 gallons) during the previous license term? W.S.12-1-101(a)(xix) ☐ YES ☐ NO

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

(c) Do you distribute your own products through an existing malt beverage wholesaler? W.S. 12-2-201(g)(i) (Requires additional licensing with the Liquor Division) ☐ YES ☐ NO

6. Social Club License Holders Only:

(a) Have you filed a detailed statement of your activities during the year with an itemized statement of amounts expended? W.S. 12-1-101(a)(ii)(E) ☐ YES ☐ NO

7. If the applicant is filing as an Individual or Partnership or as a Club:

Each individual or partner or officer must complete this section.

True and Correct Name	Date of Birth	*DONOT LIST PO BOXES* Residence Address No. & Street City, State & Zip	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 ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

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

8. If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership:

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 this section.

True and Correct Name	Date of Birth	*DONOT LIST PO BOXES* Residence Address No. & Street City, State & Zip	Residence Phone Number	No. of Years in Corp or LLC	% of Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
William C. Garlow				10	100%	YES ☐ NO ☒	YES ☐ NO ☒
Lindsay J. Garlow				10		YES ☐ NO ☒	YES ☐ NO ☒
Ivy M. Garlow				4		YES ☐ NO ☒	YES ☐ NO ☒

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

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)

Before Me, Tristi K Oberheu, *(specify)*
(Printed name of Notary or other officer authorized to administer oaths)

a Notary Public, Officer authorized to administer oaths in and for Park *County, State of Wyoming, personally appeared*

William C Garlow *name he/she being first duly sworn*
(Insert Names)

by me upon his oath, says that the facts alleged in the foregoing instrument are true.

(Seal) TRISTI K OBERHEU Notary Public County of Park State of Wyoming My Commission Expires 7/9/2020

1. _____
2. _____
3. _____
4. _____

My Commission expires: July 9, 2020

Witness my hand and official seal:

_____
(Notary Public or other officer authorized to administer oaths)

Title Notary Public

Dated: April 20 /2017

FOR LIQUOR DIVISION USE ONLY		
Reviewer	Initials	Date
Agent:		
Chief:		
Acct.:		

Outdoor Serving Area Renewal/Request

Per state statute 12-5-201 (a), "Alcoholic beverages secured in the licensed room by a server may be served only in the building in which the licensed room is located an in an immediately adjacent fenced or enclosed area as approved by the local licensing authority."

If you currently have an outdoor serving area or would like to request approval of a new outdoor serving area, please complete the following:

Applicant Name: Sunset Properties, Inc.

X Please renew our outdoor serving area.

_____ I am requesting approval of a new outdoor serving area (not previously approved).

If requesting approval of a new area, or if you have made changes to the current area, please provide a detailed drawing:

RENEWAL OF LIQUOR LICENSE OR PERMIT APPLICATION

To be completed by the City, Town or County Clerk:

Date Filed With Clerk: 4 / 25 / 17

	Annual Fee	Prorated Fee
Basic Fee:	$ 1500.00	$.
Add'l Dispensing Room Fee:	$.	$.
Transfer Fee:	$.	
Total License Fee Collected	$.	$.
Publishing Fee Collected:	$ 21.00	
Publishing Direct Billed:	☐	

Advertising Dates (2 wks): 6/6/17 & 6/13/17

Hearing Date: 6/20/2017

LICENSE TERM: 08/01/2017

Through: 07/31/2018

A copy must be immediately forwarded to:
State of Wyoming Liquor Division
6601 Campstool Rd.
Cheyenne WY 82002-0110

Applicant: SUPER BOWL LLC

Trade Name (dba): SUPER BOWL

Premise Address: 2635 BIG HORN AVENUE
Number & Street

CODY, WY 82414 PARK
City State Zip County

Mailing Address: 2635 BIG HORN AVENUE
Number & Street or P.O. Box

CODY, WY 82414
City State Zip

Business Telephone Number: (307) 587-5310
Fax Number: (307) 587-9688
E-Mail Address: curly@vcn.com

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.**

BAR AND PACKAGE STORE (FULL RETAIL)

FILING IN

☒ CITY (TOWN) OF CODY

FILING AS (CHOOSE ONLY ONE)

☐ INDIVIDUAL ☒ LLC
☐ PARTNERSHIP ☐ LLP
☐ CORPORATION
☐ LTD PARTNERSHIP
☐ ASSOCIATION
☐ ORGANIZATION

TYPE OF LICENSE OR PERMIT
(CHOOSE ONLY ONE)

RETAIL LIQUOR LICENSE
- ☐ ON-PREMISE ONLY (BAR)
- ☐ OFF-PREMISE ONLY (PACKAGE STORE)
- ☒ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)

☐ RESTAURANT LIQUOR LICENSE
☐ RESORT LIQUOR LICENSE
☐ BAR AND GRILL
LIMITED RETAIL (CLUB)
- ☐ FRATERNAL CLUB
- ☐ VETERANS CLUB
- ☐ SOCIAL CLUB
- ☐ GOLF CLUB

☐ MICROBREWERY
☐ WINERY
☐ DISTILLERY SATELLITE
☐ WINERY SATELLITE
☐ COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT

To Assist the Liquor Division with scheduling inspections:

WHEN DO YOU OPERATE?

☐ NON-OPERATIONAL/PARKED
☒ FULL TIME (e.g. Jan through Dec)
☐ SEASONAL/PART-TIME

(specify months of operation)

from _____ to _____

DAYS OF WEEK (e.g. Mon through Sat)
Mon through Sun

HOURS OF OPERATION (e.g. 10a - 2a)
8am to 2am

Minimum Purchase Requirement:

RETAIL LICENSE HOLDERS:
Have you purchased **$2,000** in spirits, wines and/or malt beverages during the previous license term? ☒ YES ☐ NO

RESTAURANT, RESORT, CLUB, COUNTY MALT, OR BAR AND GRILL LICENSE HOLDERS:
Have you purchased **$500** in spirits, wines and/or malt beverages during the previous license term? ☐ YES ☐ NO
W.S.12-4-103(c)

1. DISPENSING ROOM DESCRIPTION WITH DIMENSIONS:
   (a) Give a description with dimensions of the dispensing room and state where it is located within the building (e.g. 10 x 12 room in SE corner of building). If the building is not in existence, also provide an architect's drawing or suitable plans of the room and premises to be licensed: W.S. 12-4-102(a)(i)
   20' X 65' ROOM ON EAST SIDE OF BLDG
   (b) If **Winery** or **Microbrewery**, also list the manufacturing facility.(e.g. MFG: 10' X 12' room in SW portion of bldg.) **MFG:**
   (c) Do you have an additional dispensing room? ☐ YES ☒ NO If yes, provide description and location:
   (d) Provide the legal description and the zoning of the site where the applicant will conduct business:
   SOUTH 275' OF THE EAST 200' OF LOT 3, CLAYCOMB SUBDIVISION
2. Have there been any changes in the physical location of the dispensing room since the last application was filed?
   ☐ YES If YES, please submit a drawing of the new dispensing room.
   ☒ NO
   (a) Do you anticipate any changes in the next twelve (12) months?
   ☐ YES If YES, please submit a drawing of the new dispensing room.
   ☒ NO
3. **BUILDING OWNERSHIP:** Does the applicant? W.S. 12-4-103 (a) (iii):
   (1) **OWN** the building in which sales room is located? ☒ YES (own)
   (2) **LEASE** the building in which sales room is located? ☐ YES (lease)
   (A) **DATE** lease expires _____ located on page_____paragraph_____of lease document.
   (B) Provision for **SALE** of alcoholic or malt beverages located on page_____paragraph_____of lease.

NOTE: Please submit a copy of the lease with the application. W.S. 12-2-103(a)(iii) requires the lease be valid THROUGH the TERM OF THE LICENSE and MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.

4. Restaurant and Bar and Grill Liquor License Holders Only:

(a) Gross sales figures and percentages of income derived from: W.S.12-4-408(b) (Line 1 + Line 2 must = Line 3)

(Line 1) Liquor Sales: $_____(_____%)
(Line 2) Food Sales: $_____(_____%)
(Line 3) Gross Sales: $_____(_____%)

(b) Did you attach a copy of your valid food service permit to this application. W.S.12-4-407(a), W.S.12-4-413(a) ☐ YES ☐ NO

5. Microbrewery License Holders Only:

(a) Did you produce over 50 barrels (1,550 gallons) but less than 50,000 barrels (1,550,000 gallons) during the previous license term? W.S.12-1-101(a)(xix) ☐ YES ☐ NO

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

(c) Do you distribute your own products through an existing malt beverage wholesaler? W.S. 12-2-201(g)(i) (Requires additional licensing with the Liquor Division) ☐ YES ☐ NO

6. Social Club License Holders Only:

(a) Have you filed a detailed statement of your activities during the year with an itemized statement of amounts expended? W.S. 12-1-101(a)(ii)(E) ☐ YES ☐ NO

7. If the applicant is filing as an Individual or Partnership or as a Club:

Each individual or partner or officer must complete this section.

True and Correct Name	Date of Birth	*DONOT LIST PO BOXES* Residence Address No. & Street City, State & Zip	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 ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

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

8. If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership:

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 this section.

True and Correct Name	Date of Birth	*DONOT LIST PO BOXES* Residence Address No. & Street City, State & Zip	Residence Phone Number	No. of Years in Corp or LLC	% of Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Ronald Morgan				20	51	YES ☐ NO ☒	YES ☐ NO ☒
Pennie Morgan				20	49	YES ☐ NO ☒	YES ☐ NO ☒
						YES ☐ NO ☐	YES ☐ NO ☐

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

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 *)*

Before Me, Annalea Avery *, (specify)*
(Printed name of Notary or other officer authorized to administer oaths)

a Notary Public, Officer authorized to administer oaths in and for Park *County, State of Wyoming, personally appeared*

Pennie Morgan *name he/she being first duly sworn*
(Insert Names)

by me upon his oath, says that the facts alleged in the foregoing instrument are true.

(Seal)

ANNALEA AVERY NOTARY PUBLIC
COUNTY OF PARK STATE OF WYOMING
MY COMMISSION EXPIRES MAY 20, 2020

1. Pennie Morgan
2. _____
3. _____
4. _____

My Commission expires: 5/20/2020

Witness my hand and official seal:

(Notary Public or other officer authorized to administer oaths)

Title Notary

Dated: 4 / 25 / 17

FOR LIQUOR DIVISION USE ONLY		
Reviewer	Initials	Date
Agent:		
Chief:		
Acct.:		

WLD-28 (1/16)

License# 414

RENEWAL OF LIQUOR LICENSE OR PERMIT APPLICATION

To be completed by the City, Town or County Clerk:

Date Filed With Clerk: 4 / 28 / 17

	Annual Fee	Prorated Fee
Basic Fee:	$ 600.00	$ ____
Add'l Dispensing Room Fee:	$ ____	$ ____
Transfer Fee:	$ ____	
Total License Fee Collected	$ ____	$ ____
Publishing Fee Collected:	$ 21.00	
Publishing Direct Billed:	☐	

Advertising Dates (2 wks): 6/6/17 & 6/13/17

Hearing Date: 6/20/2017

LICENSE TERM: 08/01/2017

Through: 07/31/2018

A copy must be immediately forwarded to:
State of Wyoming Liquor Division
6601 Campstool Rd.
Cheyenne WY 82002-0110

Applicant: VFW 2673

Trade Name (dba): VFW 2673

Premise Address: 808 12TH STREET
Number & Street

CODY, WY 82414 PARK
City State Zip County

Mailing Address: 808 12TH STREET
Number & Street or P.O. Box

CODY, WY 82414
City State Zip

Business Telephone Number: (307) 587-3671
Fax Number:
E-Mail Address: vfwpost2673@gmail.com

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.**

CLUB LIMITED RETAIL

FILING IN

☒ CITY (TOWN) OF CODY

FILING AS (CHOOSE ONLY ONE)

☐ INDIVIDUAL ☐ LLC
☐ PARTNERSHIP ☐ LLP
☐ CORPORATION
☐ LTD PARTNERSHIP
☐ ASSOCIATION
☐ ORGANIZATION

TYPE OF LICENSE OR PERMIT
(CHOOSE ONLY ONE)

RETAIL LIQUOR LICENSE
- ☐ ON-PREMISE ONLY (BAR)
- ☐ OFF-PREMISE ONLY (PACKAGE STORE)
- ☐ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)

☐ RESTAURANT LIQUOR LICENSE
☐ RESORT LIQUOR LICENSE
☐ BAR AND GRILL
LIMITED RETAIL (CLUB)
- ☐ FRATERNAL CLUB
- ☒ VETERANS CLUB
- ☐ SOCIAL CLUB
- ☐ GOLF CLUB

☐ MICROBREWERY
☐ WINERY
☐ DISTILLERY SATELLITE
☐ WINERY SATELLITE
☐ COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT

To Assist the Liquor Division with scheduling inspections:

WHEN DO YOU OPERATE?

☐ NON-OPERATIONAL/PARKED
☒ FULL TIME (e.g. Jan through Dec)
☐ SEASONAL/PART-TIME

(specify months of operation)

from _____ to _____

DAYS OF WEEK (e.g. Mon through Sat) Tues - Saturday

HOURS OF OPERATION (e.g. 10a - 2a) 1pm to 2am

Minimum Purchase Requirement:

RETAIL LICENSE HOLDERS:
Have you purchased **$2,000** in spirits, wines and/or malt beverages during the previous license term? ☐ YES ☐ NO

RESTAURANT, RESORT, CLUB, COUNTY MALT, OR BAR AND GRILL LICENSE HOLDERS:
Have you purchased **$500** in spirits, wines and/or malt beverages during the previous license term? ☒ YES ☐ NO
W.S.12-4-103(c)

1. DISPENSING ROOM DESCRIPTION WITH DIMENSIONS:

(a) Give a description with dimensions of the dispensing room and state where it is located within the building (e.g. 10 x 12 room in SE corner of building). If the building is not in existence, also provide an architect's drawing or suitable plans of the room and premises to be licensed: W.S. 12-4-102(a)(i) On File

43' X 60' ROOM ON N END OF BLDG

(b) If **Winery** or **Microbrewery**, also list the manufacturing facility.(e.g. MFG: 10' X 12' room in SW portion of bldg.) **MFG:**

(c) Do you have an additional dispensing room? ☐ YES ☒ NO If yes, provide description and location:

(d) Provide the legal description and the zoning of the site where the applicant will conduct business:
NORTHERN CORNER OF BLOCK A, ZONED D-2

2. Have there been any changes in the physical location of the dispensing room since the last application was filed?
☐ YES If YES, please submit a drawing of the new dispensing room.
☒ NO

(a) Do you anticipate any changes in the next twelve (12) months?
☐ YES If YES, please submit a drawing of the new dispensing room.
☒ NO

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

(1) **OWN** the building in which sales room is located? ☒ YES (own)
(2) **LEASE** the building in which sales room is located? ☐ YES (lease)
(A) **DATE** lease expires _____ located on page_____paragraph_____of lease document.
(B) Provision for **SALE** of alcoholic or malt beverages located on page_____paragraph_____of lease.

NOTE: Please submit a copy of the lease with the application. W.S. 12-2-103(a)(iii) requires the lease be valid THROUGH the TERM OF THE LICENSE and MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.

4. Restaurant and Bar and Grill Liquor License Holders Only:

(a) Gross sales figures and percentages of income derived from: W.S.12-4-408(b) (Line 1 + Line 2 must = Line 3)

(Line 1) Liquor Sales: $_____(_____%)
(Line 2) Food Sales: $_____(_____%)
(Line 3) Gross Sales: $_____(_____%)

(b) Did you attach a copy of your valid food service permit to this application. W.S.12-4-407(a), W.S.12-4-413(a) ☐ YES ☐ NO

5. Microbrewery License Holders Only:

(a) Did you produce over 50 barrels (1,550 gallons) but less than 50,000 barrels (1,550,000 gallons) during the previous license term? W.S.12-1-101(a)(xix) ☐ YES ☐ NO

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

(c) Do you distribute your own products through an existing malt beverage wholesaler? W.S. 12-2-201(g)(i) (Requires additional licensing with the Liquor Division) ☐ YES ☐ NO

6. Social Club License Holders Only:

(a) Have you filed a detailed statement of your activities during the year with an itemized statement of amounts expended? W.S. 12-1-101(a)(ii)(E) ☐ YES ☐ NO

7. If the applicant is filing as an Individual or Partnership or as a Club:

Each individual or partner or officer must complete this section.

True and Correct Name	Date of Birth	*DONOT LIST PO BOXES* Residence Address No. & Street City, State & Zip	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?
Josh Schmidt				YES ☒ NO ☐	YES ☐ NO ☒	YES ☐ NO ☒
Jeremy Simmons				YES ☒ NO ☐	YES ☐ NO ☒	YES ☐ NO ☒
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

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

8. If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership:

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 this section.

True and Correct Name	Date of Birth	*DONOT LIST PO BOXES* Residence Address No. & Street City, State & Zip	Residence Phone Number	No. of Years in Corp or LLC	% of Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐

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

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 *)*

Before Me, Annalea Avery *, (specify)*
(Printed name of Notary or other officer authorized to administer oaths)

a Notary Public, Officer authorized to administer oaths in and for _____ *County, State of Wyoming, personally appeared* Josh Schmidt and Jeremy Simmons *name he/she being first duly sworn*
(Insert Names)
by me upon his oath, says that the facts alleged in the foregoing instrument are true.

(Seal)

ANNALEA AVERY NOTARY PUBLIC
COUNTY OF PARK STATE OF WYOMING
MY COMMISSION EXPIRES MAY 20, 2020

1. _____
2. _____
3. _____
4. _____

My Commission expires: May 20, 2020

Witness my hand and official seal:

_____
(Notary Public or other officer authorized to administer oaths)

Title Notary

Dated: 4 / 28 / 17

FOR LIQUOR DIVISION USE ONLY		
Reviewer	Initials	Date
Agent:		
Chief:		
Acct.:		

VFW OFFICER INFORMATION 2016

TITLE	NAME	ADDRESS	CITY	ST	ZIP	BIRTHDATE	PHONE	RESIDENT FOR 1 YEAR+	CONVICTED OF A FELONY VIOLATION	CONVICTED OF A VIOLATION RELATING TO ALCOHOLIC LIQUOR OR MALT BEVERAGES
COMMANDER	JEREMY SIMMONS							Y	N	N
QUARTER MASTER	JOSH SCHMIDT							Y	N	N
SENIOR VICE	RICHARD (Brad) CLINE							Y	N	N
TRUSTEE	DENNIS MCGARY							Y	N	N

RENEWAL OF LIQUOR LICENSE OR PERMIT APPLICATION

To be completed by the City, Town or County Clerk:

Date Filed With Clerk: 4 / 28 / 17

	Annual Fee	Prorated Fee
Basic Fee:	$ 1500.00	$.
Add'l Dispensing Room Fee:	$.	$.
Transfer Fee:	$.	
Total License Fee Collected	$.	$.
Publishing Fee Collected:	$ 21.00	
Publishing Direct Billed:	☐	

Advertising Dates (2 wks): 6/6/17 & 6/13/17

Hearing Date: 6/20/2017

LICENSE TERM: 08/01/2017

Through: 07/31/2018

A copy must be immediately forwarded to:
State of Wyoming Liquor Division
6601 Campstool Rd.
Cheyenne WY 82002-0110

Applicant: WAL-MART STORES INC

Trade Name (dba): WALMART #1778

Premise Address: 321 YELLOWSTONE AVENUE
Number & Street

CODY, WY 82414 PARK
City State Zip County

Mailing Address: ATTN: DEPT 8916 508 SW 8TH STREET
Number & Street or P.O. Box

BENTONVILLE, AR 72716
City State Zip

Local Mailing Address: 321 YELLOWSTONE AVENUE, CODY, WY 82414

Business Telephone Number: (307) 527-4673 OR 479-258-6037

Fax Number: (479) 204-9864

E-Mail Address: brandon.robinson@walmart.com, Jbdicks.s01778.us@wal-mart.com

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.**

PACKAGE STORE (FULL RETAIL)

FILING IN

☒ CITY (TOWN) OF CODY

FILING AS (CHOOSE ONLY ONE)

☐ INDIVIDUAL ☐ LLC
☐ PARTNERSHIP ☐ LLP
☑ CORPORATION
☐ LTD PARTNERSHIP
☐ ASSOCIATION
☐ ORGANIZATION

TYPE OF LICENSE OR PERMIT
(CHOOSE ONLY ONE)

RETAIL LIQUOR LICENSE
- ☐ ON-PREMISE ONLY (BAR)
- ☑ OFF-PREMISE ONLY (PACKAGE STORE)
- ☐ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)

☐ RESTAURANT LIQUOR LICENSE
☐ RESORT LIQUOR LICENSE
☐ BAR AND GRILL
LIMITED RETAIL (CLUB)
- ☐ FRATERNAL CLUB
- ☐ VETERANS CLUB
- ☐ SOCIAL CLUB
- ☐ GOLF CLUB

☐ MICROBREWERY
☐ WINERY
☐ DISTILLERY SATELLITE
☐ WINERY SATELLITE
☐ COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT

To Assist the Liquor Division with scheduling inspections:

WHEN DO YOU OPERATE?

☐ NON-OPERATIONAL/PARKED
☑ FULL TIME (e.g. Jan through Dec)
☐ SEASONAL/PART-TIME

(specify months of operation)

from _____ to _____

DAYS OF WEEK (e.g. Mon through Sat) Sun-Sat

HOURS OF OPERATION (e.g. 10a - 2a) 11am - 9p.m.

Minimum Purchase Requirement:

RETAIL LICENSE HOLDERS:
Have you purchased **$2,000** in spirits, wines and/or malt beverages during the previous license term? ☑ YES ☐ NO

RESTAURANT, RESORT, CLUB, COUNTY MALT, OR BAR AND GRILL LICENSE HOLDERS:
Have you purchased **$500** in spirits, wines and/or malt beverages during the previous license term? ☐ YES ☑ NO
W.S.12-4-103(c)

1. DISPENSING ROOM DESCRIPTION WITH DIMENSIONS:

(a) Give a description with dimensions of the dispensing room and state where it is located within the building (e.g. 10 x 12 room in SE corner of building). If the building is not in existence, also provide an architect's drawing or suitable plans of the room and premises to be licensed: W.S. 12-4-102(a)(i)
89' X 49' BLDG IN SW CORNER OF LOT

(b) If **Winery** or **Microbrewery**, also list the manufacturing facility.(e.g. MFG: 10' X 12' room in SW portion of bldg.) **MFG:**

(c) Do you have an additional dispensing room? ☐ YES ☑ NO If yes, provide description and location:

(d) Provide the legal description and the zoning of the site where the applicant will conduct business:
NE1/2 NW1/4, LOT 68, T52N, R102W OF THE 6TH P.M., D-3

2. Have there been any changes in the physical location of the dispensing room since the last application was filed?
☐ YES If YES, please submit a drawing of the new dispensing room.
☑ NO

(a) Do you anticipate any changes in the next twelve (12) months?
☐ YES If YES, please submit a drawing of the new dispensing room.
☑ NO

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

(1) **OWN** the building in which sales room is located? ☐ YES (own)
(2) **LEASE** the building in which sales room is located? ☑ YES (lease)
(A) **DATE** lease expires 2/3/35 located on page 2 paragraph 1 of lease document.
(B) Provision for **SALE** of alcoholic or malt beverages located on page 1 paragraph section 1 of lease.

NOTE: Please submit a copy of the lease with the application. W.S. 12-2-103(a)(iii) requires the lease be valid THROUGH the TERM OF THE LICENSE and MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.

4. Restaurant and Bar and Grill Liquor License Holders Only:

(a) Gross sales figures and percentages of income derived from: W.S.12-4-408(b) (Line 1 + Line 2 must = Line 3)

(Line 1) Liquor Sales: $_____(_____%)
(Line 2) Food Sales: $_____(_____%)
(Line 3) Gross Sales: $_____(_____%)

(b) Did you attach a copy of your valid food service permit to this application. W.S.12-4-407(a), W.S.12-4-413(a) ☐ YES ☐ NO

5. Microbrewery License Holders Only:

(a) Did you produce over 50 barrels (1,550 gallons) but less than 50,000 barrels (1,550,000 gallons) during the previous license term? W.S.12-1-101(a)(xix) ☐ YES ☐ NO

(b) Do you self distribute your products? W.S. 12-2-201(a) (Requires additional licensing with the Liquor Division) N/A ☐ YES ☐ NO

(c) Do you distribute your own products through an existing malt beverage wholesaler? W.S. 12-2-201(g)(i) (Requires additional licensing with the Liquor Division) ☐ YES ☐ NO

6. Social Club License Holders Only:

(a) Have you filed a detailed statement of your activities during the year with an itemized statement of amounts expended? W.S. 12-1-101(a)(ii)(E) N/A ☐ YES ☐ NO

7. If the applicant is filing as an Individual or Partnership or as a Club:

Each individual or partner or officer must complete this section.

True and Correct Name	Date of Birth	***DONOT LIST PO BOXES*** Residence Address No. & Street City, State & Zip	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?
		N/A		YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

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

8. If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership:

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 this section.

True and Correct Name	Date of Birth	***DONOT LIST PO BOXES*** Residence Address No. & Street City, State & Zip	Residence Phone Number	No. of Years in Corp or LLC	% of Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Please See Attached						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐

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

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~~) Arkansas
SS.
COUNTY OF Benton *)*

Before Me, Amanda N White *, (specify)*
(Printed name of Notary or other officer authorized to administer oaths)

a Notary Public, Officer authorized to administer oaths in and for Benton *County, State of ~~Wyoming~~* Arkansas*, personally appeared*
Cindy Moehring and Andrea Lazenby *name he/she being first duly sworn*
(Insert Names)
by me upon his oath, says that the facts alleged in the foregoing instrument are true.

(Seal)

AMANDA N WHITE
NOTARY PUBLIC - ARKANSAS
BENTON COUNTY
MY COMMISSION EXPIRES 03-21-2026
COMM. # 12697354

1. Cindy Moe (Cindy Moehring)
2. Andrea (Andrea Lazenby)
3. _____
4. _____

My Commission expires: 03/21/2026

Witness my hand and official seal:

_____
(Notary Public or other officer authorized to administer oaths)

Title Notary

Dated: 04 / 27 / 2017

FOR LIQUOR DIVISION USE ONLY		
Reviewer	Initials	Date
Agent:		
Chief:		
Acct.:		

WAL-MART STORES, INC.
CORPORATE OFFICERS

Carl Douglas McMillon President & CEO **Employed** by Walmart since 5/1990 **Spouse:**	Cynthia Louise (Petersen) Moehring Sr. VP & Chief Compliance Officer **Employed** by Walmart since 6/1999 **Spouse:**
Matthew William Allen Assistant Treasurer **Employed** by Walmart since 6/2008	**For all officers:** • Email: complic@wal-mart.com • All officers have been employed by Walmart for 9+ years
Andrea Marie (Ackley) Lazenby Assistant Secretary **Employed** by Walmart since 3/2007	

The above officers / directors own **less than 1% stock** of Wal-Mart Stores, Inc., a public corporation.

The above officers / directors are those designated with authority for all licensing matters and serve in the capacity as listed above for Wal-Mart Stores East, Inc., Wal-Mart Stores East, LP, Wal-Mart Louisiana, LLC, Wal-Mart Stores Texas, LLC.

WSE Management, LLC and WSE Investment, LLC own the limited and general partnership interest in Wal-Mart East, LP.

WSE Management, LLC General Partner 1%
WSE Investment, LLC Limited Partner 99%

None of the above listed officers have ever been convicted of a felony.
None of the above listed officers have ever been convicted of a violation relating to alcoholic liquor or malt beverages.

WAL-MART STORES, INC
CORPORATE OFFICERS

NAME AND TITLE	BUSINESS ADDRESS
Doug McMillon President & CEO Director	702 S.W. 8th Street Bentonville, AR 72716
Cynthia P. Moehring Sr.VP & Chief Compliance Officer	702 S.W. 8th Street Bentonville, AR 72716
Matthew Allen Assistant Treasurer	702 S.W. 8th Street Bentonville, AR 72716
Andrea Lazenby Assistant Secretary	702 S.W. 8th Street Bentonville, AR 72716

The above officers / directors own less than 1% stock of Wal-Mart Stores, Inc., a public corporation.

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MASTER LEASE
WAL-MART STORES, INC.

This Master Lease ("Lease") is made and entered into as of the date signed by the "Tenant" (as hereinafter defined), by and between Wal-Mart Real Estate Business Trust, a Delaware statutory trust (the "Landlord") and Wal-Mart Stores, Inc., a Delaware corporation (the "Tenant"), collectively throughout the remainder of this Lease the two are referred to as the "Parties."

W I T N E S S E T H:

WHEREAS, the Landlord owns retail stores (collectively, the "Stores");

WHEREAS, the Landlord currently owns the "Premises" (as hereinafter defined) and desires to lease the same to the Tenant, on the terms and conditions hereof; and

WHEREAS, the Tenant desires to lease the Premises (as hereinafter defined) from the Landlord for the benefit of the Stores and the Landlord desires to lease the same to the Tenant, on the terms and conditions hereof; and

WHEREAS, it is the intention of the Parties that the Landlord shall receive rent without reduction for all taxes, charges, operating expenses, costs and deductions of every description and that the Tenant shall pay all such items.

NOW THEREFORE, in consideration of the terms, covenants and conditions set forth below, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

ARTICLE I
GRANT

Section 1.01 Lease. The Landlord does hereby lease to the Tenant, and the Tenant does hereby lease from the Landlord the Premises (as hereinafter defined) under the terms and conditions set forth herein. The term Premises, for this purpose, is defined as real properties, including, without limitation, land, buildings and leasehold improvements located at the street addresses more particularly described on Schedule A attached hereto and incorporated herein by reference as part of this Lease (the "Leased Property"). The Commencement Date of this lease shall be the date on which the Tenant opens the Store that will be located on the Premises for business to the public (the "Commencement Date") or thereafter unless specifically excluded herein. Tenant shall have the right to use the Premises for any lawful purpose, including the sale of firearms, tobacco, and/or alcohol.

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ARTICLE II
TERM

Section 2.01 Term. The "Term" of this Lease shall commence as of the Commencement Date and shall continue thereafter until twenty (20) years from the Commencement Date unless otherwise terminated under this Lease. The Commencement Date shall be reflected on the books and records of the Landlord and the Tenant.

Section 2.02 Option to Extend. Tenant, at its option, shall be entitled to the privilege of renewing this Lease for sixteen (16) successive periods of five (5) years upon the same terms and conditions, save except that the Rent during said renewal period shall be adjusted as indicated in Article III. Lessee shall be deemed to have exercised its right to extend this Lease unless it shall have given Lessor written notice not to extend the term of this Lease at least sixty (60) days before the end of the Lease Term or the previously exercised renewal period.

ARTICLE III
RENT

Section 3.01 Rent. The Tenant shall pay to the Landlord rent in an amount equal to eight and one-quarter percent (8.25%) of the Project Costs (as defined below) for the Leased Property (the "Base Rent") per year following the Commencement Date.

For purposes hereof, the term "Project Costs" shall mean the aggregate cost of acquisition and/or construction of the land, buildings and leasehold improvements comprising the Leased Property. The Project Costs shall be as reflected on the books and records of the Landlord, subject to the approval of the Tenant, which approval shall not be unreasonably withheld. Tenant will be deemed to have approved the Project Costs unless Tenant provides notice in writing to Landlord of its disapproval. In such event, Landlord and Tenant shall use best efforts to agree upon the proper amount of the Project Costs. If no agreement can be reached, the calculation of Project Costs by a nationally recognized accounting firm chosen by Landlord and reasonably satisfactory to Tenant shall be used.

Section 3.02 Rent in Option Period(s). In the event Tenant exercises its right to extend this Lease beyond the initial twenty (20) year Term pursuant to Section 2.02, the Tenant shall pay to the Landlord rent in an amount equal to five percent (5%) greater than the amount agreed to and paid to Landlord in the immediate preceding Term. This five percent (5%) increase shall be applied with each successive option period the Tenant exercises.

Section 3.03 Payment of Rent. All Rent shall be payable monthly on or before the 1st day of the succeeding month, unless otherwise agreed to by the Landlord and the Tenant, of each year during the Term hereof.

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This Lease shall be deemed and construed to be an "absolute net lease," and Tenant shall pay all Rent and other charges and expenses in connection with the Leased Property throughout the Term, without abatement, deduction, recoupment or setoff. Landlord shall have all legal, equitable and contractual rights, powers and remedies provided either in this Lease or by statute or otherwise in the case of nonpayment of the Rent. All Rent shall be provided to the Landlord at the following address:

Wal-Mart Real Estate Business Trust
2001 SE 10th Street
Bentonville, Arkansas 72716
Attn: Real Estate Accounting Department

or such other address as may be designated upon notice to the Tenant.

Unless otherwise expressly provided in this Lease, Tenant's obligation to pay Rent hereunder shall not terminate prior to the actual date contemplated by Landlord and Tenant and specifically set forth in Article II for the expiration of the Term, notwithstanding the exercise by Landlord of any or all of its rights hereunder or otherwise and the obligations of Tenant hereunder shall not be affected by reason of: any damage to or destruction of the Premises or any part thereof, any taking of the Premises or any part thereof or interest therein by condemnation or otherwise, any prohibition, interruption, limitation, restriction or prevention of Tenant's use, occupancy or enjoyment of the Premises or any part thereof, or any interference with such use, occupancy or enjoyment by any person or for any reason, any matter affecting title to the Premises, any eviction by paramount title or otherwise, any default by Landlord hereunder, the impossibility, impracticability or illegality of performance by Landlord, Tenant or both, any action of any Governmental Authority, Tenant's acquisition of ownership of all or part of the Premises (unless this Lease shall be terminated by a writing signed by all Persons, including any Mortgagee, having an interest in the Premises), any breach of warranty or misrepresentation, or any other cause whether similar or dissimilar to the foregoing and whether or not Tenant shall have notice or knowledge thereof and whether or not such cause shall now be foreseeable. The parties intend that the obligations of Tenant under this Lease shall be separate and independent covenants and agreements and shall continue unaffected unless such obligations have been modified or terminated pursuant to an express provision of this Lease.

ARTICLE IV
TAXES AND ASSESSMENTS

Section 4.01 Payment of Taxes. During the Term of this Lease, the Tenant shall pay when due any and all taxes related to the Premises, licenses, fees, charges, expenses, assessments or other governmental impositions that may be fixed, charged, levied, assessed or otherwise imposed upon the Premises, the business conducted on the Premises, any inspection fees or taxes in lieu of the foregoing assessed directly against

DocuSign Envelope ID: A3CE7A65-7DFF-464E-9C4E-5CEE023CF68D

rental or lease payments, whether now existing or hereafter enacted. It is the purpose of this Article to hold the Landlord harmless from any and all taxes associated directly with the Landlord's ownership of the Premises. The Tenant shall have the right, in its own name or in the Landlord's name, to contest or appeal any of the aforesaid taxes, license fees, assessments or other governmental impositions, provided that such contest or appeal shall be at the sole expense of the Tenant. In connection with any such contest or appeal, the Tenant shall have the right to delay or postpone the payment of any portion or all of any such tax, license fee, assessment or other governmental imposition pending the outcome of the Tenant's contest or appeal; provided, that the Tenant shall post all deposits, bonds, or other security, and otherwise comply at the Tenant's expense with all applicable requirements related to such contest or appeal.

ARTICLE V
UTILITY SERVICES

Section 5.01 Utilities. The Landlord agrees that as of the Commencement Date all necessary utility lines including, without limitation, electric, gas water, storm sewer and telephone lines, shall be available to the Premises, and that the Landlord shall not interfere with such availability at any time during the Term. During the Term of this Lease, the Tenant shall pay directly to the applicable utility companies the cost of all utility services furnished to the Premises including, without limitation, all charges for water, sewer, electricity, telephone and the cost of services used in heating, ventilating and cooling the Premises.

ARTICLE VI
REPAIRS AND MAINTENANCE

Section 6.01 Repairs by the Tenant. During the Term of this Lease, the Tenant shall make all necessary exterior and interior non-structural repairs and maintenance, including, without limitation, the replacement of glass and the maintenance of the electrical, plumbing, heating and air conditioning systems and equipment serving solely the Premises, and if any such system or equipment serves an area other than the Premises, the Tenant shall only repair the portions thereof within the Premises which are for the sole benefit of the Premises. To the extent there is a sharing of space with another Tenant, expenses shall be the responsibility of the party utilizing the respective space.

Section 6.02 Alterations. During the Term of this Lease, the Tenant shall have the right to make any alterations, improvements, or additions to the Premises for the purpose of its business, provided such alterations, improvements, or additions are made substantially in accordance with the requirement of all federal, state and local laws, regulations and ordinances and public authorities having jurisdiction thereover, and provided that the value of the Premises shall not be diminished thereby. In making such alterations, improvements or additions, the Tenant may salvage any material which shall be removed

or replaced. The Landlord agrees to cooperate where necessary and sign applications, permits or consents which may be required by public authorities, in connection with such interior alterations, improvements or additions to the Premises required by the Tenant. The Landlord shall not be required or obligated to make any changes, alterations, additions, improvements or repairs on the Premises, or any part thereof, during the Term of the Lease. The Tenant shall also have the right to erect, install, maintain, and operate in the interior of the Premises such equipment and fixtures the Tenant may deem advisable. It is understood that any work of any kind made and done under this Section 6.02 shall be made and done at the Tenant's own cost, and the Tenant agrees to indemnify and hold the Landlord harmless from any and all mechanic's liens that may be filed by reason thereof. In the event of the ultimate removal, with or without Landlord's consent, of any personal property, equipment or fixtures, including signs, the Tenant agrees to repair any structural damage resulting therefrom.

Section 6.03 Governmental Compliance. The Tenant shall comply with all federal, state, county and municipal laws and ordinances, and all rules, regulations, and orders of any duly constituted governmental authority, present or future including, but not limited to the Americans with Disabilities Act of 1990, affecting the Premises, which (as to all of the foregoing) are related to the Tenant's particular use or occupancy of the Premises.

Section 6.04 Trade Fixtures, Equipment and Merchandise. All trade fixtures, furniture and furnishings, machinery and operating equipment, merchandise and stock-in-trade which shall be installed in or on the Premises by the Tenant shall be and remain the sole property of the Tenant and the Tenant reserves the right at any time and from time to time prior to the end of the Term to remove, without damage, any and all such property from the Premises, provided the Tenant is not in default of this Lease beyond any period of time allowed to cure.

Section 6.05 Delivery at the End of the Term. At the end or other expiration of the Term, the Tenant shall deliver up the Premises, as such may have been altered as permitted under this Lease, and the contents thereof (except for the Tenant's property referred to in Section 6.04 hereof) in good order and condition, except for reasonable use, wear and tear and destruction by fire and other casualties, subject to Article VIII.

ARTICLE VII
SUBORDINATION

Section 7.01 Right to Mortgage. The Tenant, upon request of the Landlord will subordinate this Lease to any mortgages which now or hereafter affects the Premises and to any renewals, modifications or extensions of such mortgage. At the Landlord's request, the Tenant will execute and deliver such instruments subordinating this Lease to any first mortgage.

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ARTICLE VIII
INSURANCE

Section 8.01 Liability Insurance. During the Term, the Tenant shall maintain or cause to be maintained, comprehensive public liability insurance against claims or personal injury or death and property damage that are associated by "occurrences" (including accidents) taking place upon, in or on the Premises, such insurance to afford protection to the limit of not less than $1,000,000 on a per occurrence basis. The insurance required by this Section 8.01 shall be effected under a valid and enforceable policy issued by a company licensed to write comprehensive public liability insurance within the state in which the particular Premises is located. Tenant shall have the right to insure the Premises under a blanket insurance policy, or to insure the Premises through a wholly owned captive insurance company, or to self-insure the Premise as long as the net worth of the Tenant exceeds One Hundred Million Dollars ($100,000,000). The policy of insurance required by this Section 8.01 shall not be canceled or materially altered without at least thirty (30) days prior written notice to the Landlord. The policy of insurance described in this Section 8.01 shall name the Landlord as an additional insured and shall provide that such policy shall not be canceled or materially altered without at least thirty (30) days prior written notice to the Landlord.

Section 8.02 Casualty Insurance. The Tenant shall keep the Premises continuously insured against loss or damage by fire and such other risks as are from time to time covered by an "all risk" property insurance policy. The policy of insurance described in this Section 8.02 shall name the Landlord as an additional insured. The insurance required by this Section 8.02 shall be effected under a valid and enforceable policy issued by a company that is licensed to write "all risk" insurance. Tenant shall have the right to insure the Premises under a blanket insurance policy, or to insure the Premises through a wholly owned captive insurance company, or to self-insure the Premise as long as the net worth of the Tenant exceeds One Hundred Million Dollars ($100,000,000). The policy of insurance required by this Section 8.02 shall not be canceled or materially altered without at least thirty (30) days prior written notice to the Landlord.

ARTICLE IX
EXPENSES

Section 9.01 Tenant's Obligations. During the Term of this Lease, the Tenant shall pay all expenses and obligations relating to the Leased Property (except as otherwise specifically provided herein) which may arise or become due during the Lease Term, and the Tenant shall indemnify and hold the Landlord harmless against such expenses and obligations.

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ARTICLE X
ASSIGNMENT AND SUBLETTING

Section 10.01 Assignment and Subletting. The Tenant may assign this Lease in whole or in part, or sublet all or any part of the Premises, or permit occupancy of all or any part of the Premises.

ARTICLE XI
DEFAULT

Section 11.01 Default. If installments of Rent or any other amount payable hereunder are not paid by the Tenant when the same becomes due, or the Tenant shall default under any other term, condition, covenant or obligation on the part of the Tenant to be kept or performed, then, in any of said cases the Landlord may, in addition to any other rights and remedies the Landlord may have under this Lease or under applicable law, terminate this Lease without further notice and re-enter and take possession of the Premises and remove all persons and their property therefrom so as to recover at once full and exclusive possession of all the Premises, whether in possession of the Tenant or of third persons, or vacant, and the Tenant's liability for rent and all other liability shall survive any such termination and re-entry. However, Tenant shall have 60 days in which to cure a default.

Section 11.02 Performance by the Landlord. If the Tenant shall fail to perform any act on its part to be performed hereunder, the Landlord may (but shall not be obligated so to do) perform such act without waiving or releasing the Tenant from any of its obligations relative thereto. All sums paid or costs incurred by the Landlord in so performing such acts under this Section 11.02, together with reasonable attorneys' fees from the date each such payment was made or each such cost incurred by the Landlord, shall be payable by the Tenant to the Landlord on demand.

Section 11.03 Remedies. No reference to nor exercise of any specific right or remedy by the Landlord shall prejudice or preclude the Landlord from exercising or invoking any other remedy in respect thereof, whether allowed at law or in equity or expressly provided for herein. No such remedy shall be exclusive or dependent upon any other such remedy, but the Landlord may from time to time exercise any one or more of such remedies independently or in combination.

Section 11.04 Holdover by the Tenant. If the Tenant holds over or remains in possession or occupancy of the Premises after the expiration or earlier termination of the Term, without any written Lease of the Premises being actually made and duly entered into by the Landlord and the Tenant, such holding over or continued possession or occupancy shall create only a tenancy from month to month upon the terms (other than the length of Term) herein specified and at the monthly Rent payable by the Tenant to the Landlord in effect during the period immediately preceding such holding over; provided, however, that the Landlord shall have the right to obtain possession of the Premises and to recover

from the Tenant all reasonable and ordinary legal expense incurred by the Landlord in obtaining possession thereof.

Section 11.05 Early Termination if Premises Not Acquired By Landlord. If the Landlord does not acquire possession of the Premises on or about the Commencement Date, the failure of the Landlord to deliver possession of the Premises to the Tenant as contemplated herein shall not be considered an event of default and Tenant shall have no recourse against the Landlord for such failure to deliver possession. Rather, in the event the Premises are not acquired by Landlord, this Lease shall terminate as to the Premises described on Schedule A.

ARTICLE XII
CLAIMS

Section 12.01 Indemnification. The Tenant agrees to indemnify and hold harmless the Landlord from any and all claims, damages, liabilities, causes of action or costs (including attorneys' fees and costs of suit), however caused, to the extent they arise out of, directly or indirectly, (a) the Tenant's use or occupancy of the Premises, or (b) any breach by the Tenant of its obligation hereunder (including those in respect of the Prime Lease).

Section 12.02 Waiver of Claims. Notwithstanding anything contained herein to the contrary, the Landlord and the Tenant hereby release one another, (to the other or anyone claiming through or under them by way of subrogation or otherwise) for any loss or damage covered by insurance even if such loss or damage shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible.

Section 12.03 Premises Taken "As-Is Where-Is With All Faults". The Tenant agrees that by executing this Lease it is accepting the Premises from the Landlord in its condition "AS-IS WHERE IS WITH ALL FAULTS"

Section 12.04 Limitation on Tenant's Recourse. Tenant's sole recourse against Landlord, and any successor to the interest of Landlord in the Leased Property, is to the interest of Landlord, and any such successor, in the Leased Property. Tenant will not have any right to satisfy any judgment which it may have against Landlord, or any such successor, from any other assets of Landlord, or any such successor. In this section, the terms "Landlord" and "successor" include the shareholders, venturers, and partners of "Landlord" and "successor" and the officers, directors, and employees of the same.

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ARTICLE XIII
NOTICE

Section 13.01 Notices. All notices of any kind required under the provisions of this Lease shall be by personal service or by United States mail, postage prepaid, certified or registered, return receipt requested, addressed as follows:

If to the Landlord:

Wal-Mart Real Estate Business Trust
2001 SE 10th Street
Bentonville, AR 72716

If to the Tenant:

Wal-Mart Stores, Inc.
2001 SE 10th Street
Bentonville, Arkansas 72716

Either party may, by such notice, designate a new or other address to which notice may be mailed. Any notice given hereunder shall be deemed received upon deposit in the United States Mail in accordance with the foregoing. Notices given in any other manner shall be deemed given only upon actual receipt (which shall include receipt by electronic delivery) by the party in question.

ARTICLE XIV
GAS STATION

Section 14.01 Gas Station. It is understood and agreed, subject to applicable restrictions, that throughout the Term of this Lease, Tenant and its agents, employees, customers, contractors, subtenants, licensees, affiliates and concessionaires (the "Subtenant") shall have the exclusive right to use the Common Area within the Subtenant's tax plat (in the location designated on the Site Plan shown on Exhibit B) for the construction and operation of a gas station (the "Gas Station"). Tenant's Subtenant who operates the Gas Station will be responsible for (i) compliance with all environmental laws and regulations, (ii) performance of any required remediation in compliance with environmental laws and regulations, (iii) indemnifying Landlord against any claims (excluding punitive and consequential damages) arising directly out of the Gas Station's operations, and (iv) obtaining any necessary governmental approvals or permits including, but not limited to, reduction of parking ratios and permits prior to construction and operating the Gas Station. Landlord waives any objection to any reduction in parking ratios as a result of placing a Gas Station on Subtenant's tax plat.

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ARTICLE XV
TERMINATION

Section 15.01. Sale and Termination of Lease By Landlord. In the event Landlord enters into a contract to sell its interest in the Leased Property, Landlord may terminate this Lease by giving thirty (30) days prior Notice to Tenant, and then, as of the closing of such sale, this Lease shall terminate and be of no further force and effect except as to any obligations existing as of such date that survive termination of this Lease, and all Rent shall be adjusted as of such date. As compensation for the early termination of Tenant's leasehold estate hereunder, Landlord shall, at Landlord's election:

(a) pay to Tenant a termination payment equal to the Fair Market Value of Tenant's leasehold estate in the Premises (a "Termination Payment"), which Termination Payment shall be paid by Landlord to Tenant within eighteen (18) months after the termination of this Lease; or

(b) within eighteen (18) months after termination of this Lease, offer to lease to Tenant, or cause Tenant to be offered the opportunity to lease, one or more substitute store properties comparable to the Premises (i.e., comparable market and substantially similar class, quality and condition of property) pursuant to one or more leases ("Substitute Leases") that would create for Tenant leasehold estates that have an aggregate fair market value of no less than the Termination Payment that otherwise would be payable with respect to the fair market value of Tenant's leasehold estate in the Premises.

In the event Landlord subsequently elects and complies with the option described in (b) above, the Substitute Leases shall not take into account the amount of the Termination Payment accrued to the date the Substitute Leases are entered into and Landlord shall have no further responsibility or obligation with respect to the Termination Payment. If Landlord elects and complies with the option described in (b) above, regardless of whether Tenant enters into any of the Substitute Leases, Landlord shall have no further obligations to Tenant with respect to compensation for the early termination of this Lease.

Section 15.02. Termination of Lease By Tenant. Tenant shall have the right to terminate this Lease on sixty (60) days notice at any time following the second (2nd) anniversary of the date of this Lease. Tenant may terminate this Lease prior to the second (2nd) anniversary of this Lease, Tenant shall pay to Landlord a Termination Fee equal to the present value of Base Rent for one year.

ARTICLE XVI
MISCELLANEOUS

Section 16.01 Applicable Law. This Lease shall be construed under the laws of the State where the particular Premises is located.

Section 16.02 Severability. Each provision contained herein shall be deemed separate and distinct from all other provisions, and if any one of them shall be declared illegal or unenforceable, the same shall not affect the legality or enforceability of the other terms, conditions, and provisions hereof, which shall remain in full force and effect.

Section 16.03 Successors and Assigns. This Lease shall bind and apply to the benefit of the successors and assigns of the respective parties hereto but this provision shall not authorize the assignment or under letting of this Lease contrary to the provisions herein contained.

Section 16.04 Attorney's Fees. In the event of any action or proceeding between the parties hereto arising under or in respect of this Lease, the prevailing party shall be entitled to recover its attorney fees and costs in connection therewith.

Section 16.05 Entire Agreement. This Agreement sets forth the entire agreement and understanding between the parties with respect to the subject matter hereof. Any oral representations or modifications concerning this instrument shall be of no force or effect unless contained in a subsequent written modification signed by a duly authorized officer or agent of the party to be bound thereby.

Section 16.06 Amendments. This Agreement shall not be modified or amended except by an instrument in writing signed by both parties.

Section 16.07 Headings. The descriptive headings contained herein are for convenience only and shall not control or affect the meaning, interpretation or construction of any provision of this Agreement.

Section 16.08 Waiver. No failure of the Landlord or the Tenant to exercise any power or right granted hereunder or to insist upon strict compliance with any obligation specified herein, and no custom or practice at variance with the terms hereof shall constitute a waiver of said power or right or of the Landlord's or the Tenant's right to demand exact compliance with the terms hereof.

Section 16.09 Federal Compliance. In exercising any rights and privileges in this Lease or in the conduct of its business operations in the Leased Premises, Tenant shall (i) comply in all respects with all immigration laws, statutes, rules, codes and regulations, (ii) properly maintain all records required by the United States Citizenship and Immigration Services (the "USCIS"), including, without limitation, the completion and maintenance of the Form I-9 for each of Tenant's employees at the Leased Premises, and (iii) respond in a timely fashion to any inspection requests related to such I-9 Forms. Tenant shall fully cooperate in all respects with any audit, inquiry, inspection or investigation that may be conducted by the USCIS of Tenant or any of its employees at the Leased Premises. Tenant shall promptly correct any defects or deficiencies which are identified. If, at any time during this Lease, (x) Landlord obtains actual knowledge of Tenant's violation or breach of any provision of this Section, or (y) the USCIS determines

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that Tenant has not complied with any of the immigration laws, statutes, rules, codes and regulations of the United States with regard to this Lease or the conduct of its business operations in the Leased Premises, Landlord may, in its sole discretion, terminate this Lease unless Tenant shall cure the violation or breach within fifteen (15) days following notice thereof from Landlord or in such additional time as may be necessary if Tenant, within fifteen (15) days after notice, commences and continuously thereafter pursues the cure with diligence; in any event, the cure must be accomplished within ninety (90) days after notice; provided that if a violation or breach of this section shall occur more than three (3) times in a Lease Year, Tenant's right to cure shall be extinguished. Tenant shall contractually require all contractors performing any of Tenant's obligations in accordance with this Lease (and those contractors shall in turn so contractually require their subcontractors) to comply with the covenants set forth in this section. Noncompliance by a contractor or subcontractor shall not be a default by Tenant hereunder unless Tenant shall fail to either enforce compliance under its contracts or to dismiss the offending party from the job within the time periods set forth above.

IN WITNESS THEREOF, the parties hereto have hereunto set their hands on the date first written below.

THE TENANT:
Wal-Mart Stores, Inc.

By: [redacted]
Name: Romona West
Title: Sr. Director, Walmart Realty

THE LANDLORD:
Wal-Mart Real Estate Business Trust

By: [redacted]
Name: B.A. Glass
Title: Sr. Mgr II, Realty Management

Date: February 3, 2015

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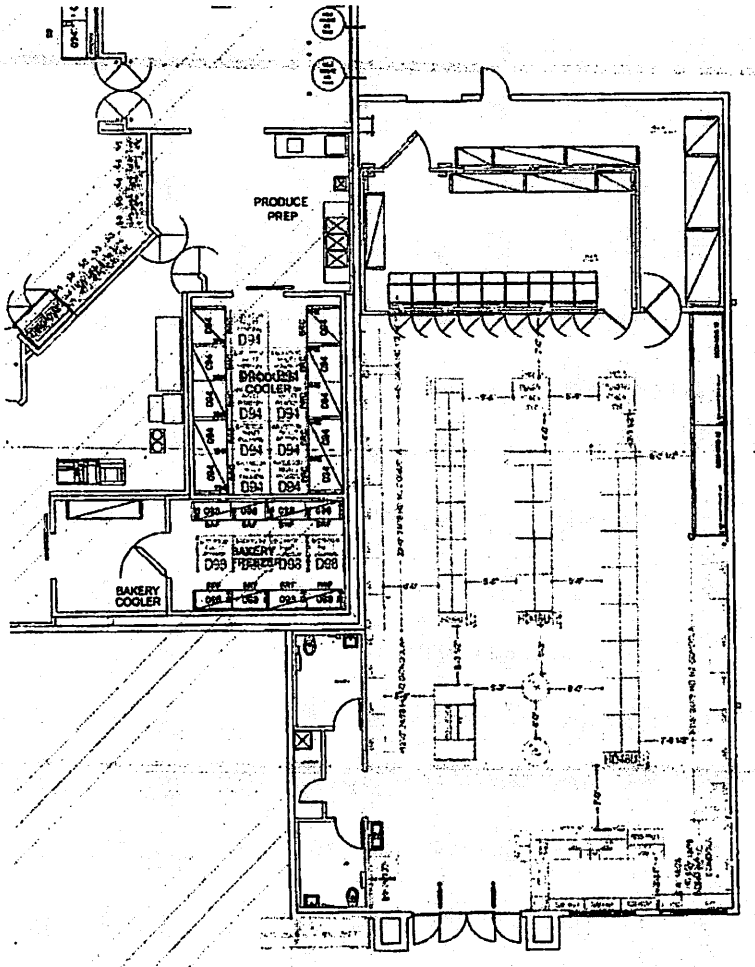
SCHEDULE A

All Walmart store affiliated fee and leased property in Washington, Oregon, California, Nevada, Idaho, Utah, Montana, Wyoming, Colorado, Kansas, Nebraska, South Dakota, North Dakota, Minnesota, Iowa, and Illinois other than dark stores, projected dark stores, Sam's PW, vestibule lease space, affiliate space, distribution centers, outlots, and landbank property. This should include, but not be limited to, the list of properties attached hereto.

Cody 1778

Liquor Box



SP

3/2/2015

Jeff

Cody

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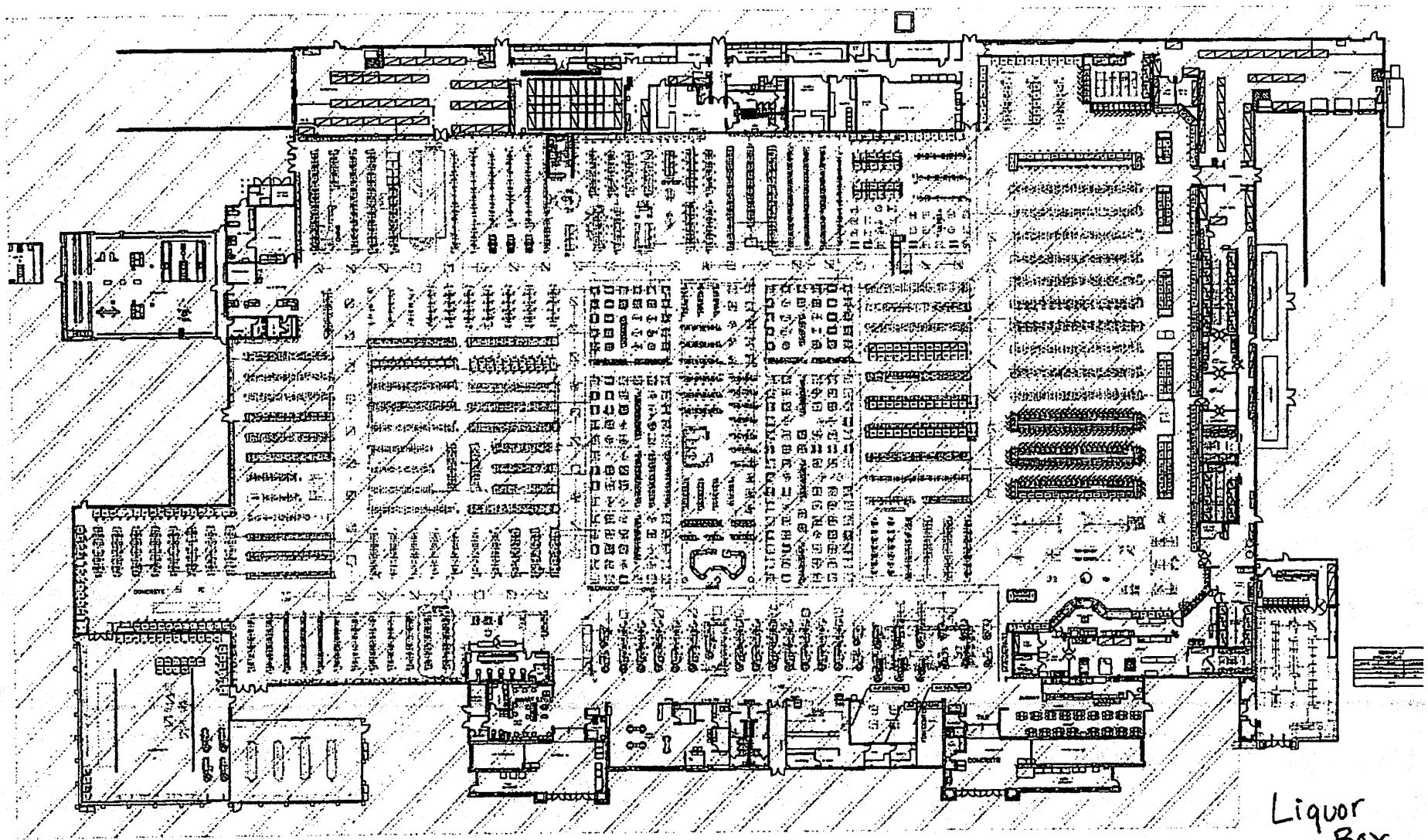
Cody 1778



Liquor Box

RENEWAL OF LIQUOR LICENSE OR PERMIT APPLICATION

To be completed by the City, Town or County Clerk:

Date Filed With Clerk: 4 / 28 / 17

	Annual Fee	Prorated Fee
Basic Fee:	$ 1500.00	$ ____
Add'l Dispensing Room Fee:	$ ____	$ ____
Transfer Fee:	$ ____	
Total License Fee Collected	$ ____	$ ____
Publishing Fee Collected:	$ 21.00	
Publishing Direct Billed:	☐	

Advertising Dates (2 wks): 6/6/17 & 6/13/17

Hearing Date: 6/20/2017

LICENSE TERM: 08/01/2017

Through: 07/31/2018

A copy must be immediately forwarded to:
State of Wyoming Liquor Division
6601 Campstool Rd.
Cheyenne WY 82002-0110

Applicant: WILDER ENTERPRISES LLC

Trade Name (dba): EASTGATE LIQUOR

Premise Address: 1801 17TH STREET
Number & Street

CODY, WY 82414 PARK
City State Zip County

Mailing Address: 1801 17TH STREET
Number & Street or P.O. Box

CODY, WY 82414
City State Zip

Business Telephone Number: (307) 587-3380
Fax Number: (307) 587-4759
E-Mail Address: egliquor@tctwest.net

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.**

PACKAGE STORE (FULL RETAIL)

FILING IN

☒ CITY (TOWN) OF CODY

FILING AS (CHOOSE ONLY ONE)

☐ INDIVIDUAL ☒ LLC
☐ PARTNERSHIP ☐ LLP
☐ CORPORATION
☐ LTD PARTNERSHIP
☐ ASSOCIATION
☐ ORGANIZATION

TYPE OF LICENSE OR PERMIT
(CHOOSE ONLY ONE)

RETAIL LIQUOR LICENSE
- ☐ ON-PREMISE ONLY (BAR)
- ☒ OFF-PREMISE ONLY (PACKAGE STORE)
- ☐ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)

☐ RESTAURANT LIQUOR LICENSE
☐ RESORT LIQUOR LICENSE
☐ BAR AND GRILL
LIMITED RETAIL (CLUB)
- ☐ FRATERNAL CLUB
- ☐ VETERANS CLUB
- ☐ SOCIAL CLUB
- ☐ GOLF CLUB

☐ MICROBREWERY
☐ WINERY
☐ DISTILLERY SATELLITE
☐ WINERY SATELLITE
☐ COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT

To Assist the Liquor Division with scheduling inspections:

WHEN DO YOU OPERATE?

☐ NON-OPERATIONAL/PARKED
☒ FULL TIME (e.g. Jan through Dec)
☐ SEASONAL/PART-TIME

(specify months of operation)

from _____ to _____

DAYS OF WEEK (e.g. Mon through Sat)
Mon thru Sat

HOURS OF OPERATION (e.g. 10a - 2a)
8:00am to 10:00pm

Minimum Purchase Requirement:

RETAIL LICENSE HOLDERS:
Have you purchased **$2,000** in spirits, wines and/or malt beverages during the previous license term? ☒ YES ☐ NO

RESTAURANT, RESORT, CLUB, COUNTY MALT, OR BAR AND GRILL LICENSE HOLDERS:
Have you purchased **$500** in spirits, wines and/or malt beverages during the previous license term? ☐ YES ☐ NO
W.S.12-4-103(c)

1. DISPENSING ROOM DESCRIPTION WITH DIMENSIONS:
   (a) Give a description with dimensions of the dispensing room and state where it is located within the building (e.g. 10 x 12 room in SE corner of building). If the building is not in existence, also provide an architect's drawing or suitable plans of the room and premises to be licensed: W.S. 12-4-102(a)(i)
   25' X 50' ROOM IN FRONT HALF OF BLDG
   (b) If **Winery** or **Microbrewery**, also list the manufacturing facility.(e.g. MFG: 10' X 12' room in SW portion of bldg.) **MFG:**
   (c) Do you have an additional dispensing room? ☐ YES ☒ NO If yes, provide description and location:
   (d) Provide the legal description and the zoning of the site where the applicant will conduct business:
   LOTS 16 & 17, BLOCK 1, GLENDALE ADDITION
2. Have there been any changes in the physical location of the dispensing room since the last application was filed?
   ☐ YES If YES, please submit a drawing of the new dispensing room.
   ☒ NO
   (a) Do you anticipate any changes in the next twelve (12) months?
   ☐ YES If YES, please submit a drawing of the new dispensing room.
   ☒ NO
3. **BUILDING OWNERSHIP:** Does the applicant? W.S. 12-4-103 (a) (iii):
   (1) **OWN** the building in which sales room is located? ☒ YES (own)
   (2) **LEASE** the building in which sales room is located? ☐ YES (lease)
   (A) **DATE** lease expires _____ located on page_____paragraph_____of lease document.
   (B) Provision for **SALE** of alcoholic or malt beverages located on page_____paragraph_____of lease.

NOTE: Please submit a copy of the lease with the application. W.S. 12-2-103(a)(iii) requires the lease be valid THROUGH the TERM OF THE LICENSE and MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.

WLD-28 (1/16)

4. Restaurant and Bar and Grill Liquor License Holders Only:

(a) Gross sales figures and percentages of income derived from: W.S.12-4-408(b) (Line 1 + Line 2 must = Line 3)

(Line 1) Liquor Sales: $_____(_____%)
(Line 2) Food Sales: $_____(_____%)
(Line 3) Gross Sales: $_____(_____%)

(b) Did you attach a copy of your valid food service permit to this application. W.S.12-4-407(a), W.S.12-4-413(a) ☐ YES ☐ NO

5. Microbrewery License Holders Only:

(a) Did you produce over 50 barrels (1,550 gallons) but less than 50,000 barrels (1,550,000 gallons) during the previous license term? W.S.12-1-101(a)(xix) ☐ YES ☐ NO

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

(c) Do you distribute your own products through an existing malt beverage wholesaler? W.S. 12-2-201(g)(i) (Requires additional licensing with the Liquor Division) ☐ YES ☐ NO

6. Social Club License Holders Only:

(a) Have you filed a detailed statement of your activities during the year with an itemized statement of amounts expended? W.S. 12-1-101(a)(ii)(E) ☐ YES ☐ NO

7. If the applicant is filing as an Individual or Partnership or as a Club:

Each individual or partner or officer must complete this section.

True and Correct Name	Date of Birth	*DONOT LIST PO BOXES* Residence Address No. & Street City, State & Zip	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 ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

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

8. If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership:

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 this section.

True and Correct Name	Date of Birth	*DONOT LIST PO BOXES* Residence Address No. & Street City, State & Zip	Residence Phone Number	No. of Years in Corp or LLC	% of Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Marjorie Jean Wilder				4	100	YES ☐ NO ☒	YES ☐ NO ☒
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐

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

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)
COUNTY OF Park *SS.)*

Before Me, LOIS L TAYLOR, *(specify)*
(Printed name of Notary or other officer authorized to administer oaths)

a Notary Public, Officer authorized to administer oaths in and for PARK *County, State of Wyoming, personally appeared* Marjorie F. Wilder *name he/she being first duly sworn*
(Insert Names)
by me upon his oath, says that the facts alleged in the foregoing instrument are true.

(Seal) LOIS L. TAYLOR NOTARY PUBLIC COUNTY OF PARK STATE OF WYOMING MY COMMISSION EXPIRES FEBRUARY 14, 2019

1. Marjorie F. Wilder
2. _____
3. _____
4. _____

My Commission expires: 2-14-19

Witness my hand and official seal:

Lois L Taylor
(Notary Public or other officer authorized to administer oaths)

Title Notary

Dated: 4 / 26 / 2017

FOR LIQUOR DIVISION USE ONLY		
Reviewer	Initials	Date
Agent:		
Chief:		
Acct.:		

WLD-28 (1/16)

License# 420

RENEWAL OF LIQUOR LICENSE OR PERMIT APPLICATION

To be completed by the City, Town or County Clerk:

Date Filed With Clerk: ____/____/____

	Annual Fee	Prorated Fee
Basic Fee:	$ 1500.00	$ ____
Add'l Dispensing Room Fee:	$ ____	$ ____
Transfer Fee:	$ ____	
Total License Fee Collected	$ ____	$ ____
Publishing Fee Collected:	$ 21.00	
Publishing Direct Billed:	☐	

Advertising Dates (2 wks): 6/6/17 & 6/13/17

Hearing Date: 6/20/2017

LICENSE TERM: 08/01/2017

Through: 07/31/2018

A copy must be immediately forwarded to:
State of Wyoming Liquor Division
6601 Campstool Rd.
Cheyenne WY 82002-0110

Applicant: WRCH-CODY INC

Trade Name (dba): WYOMING RIB & CHOP HOUSE

Premise Address: 1367 SHERIDAN AVENUE
Number & Street

CODY, WY 82414 PARK
City State Zip County

Mailing Address: 1367 SHERIDAN AVENUE
Number & Street or P.O. Box

CODY, WY 82414
City State Zip

Business Telephone Number: (307) 527-7731
Fax Number: (307) 527-7730
E-Mail Address: cody@ribandchophouse.com

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.**

BAR AND GRILL

FILING IN

☒ CITY (TOWN) OF CODY

FILING AS (CHOOSE ONLY ONE)

☐ INDIVIDUAL ☐ LLC
☐ PARTNERSHIP ☐ LLP
☒ CORPORATION
☐ LTD PARTNERSHIP
☐ ASSOCIATION
☐ ORGANIZATION

TYPE OF LICENSE OR PERMIT
(CHOOSE ONLY ONE)

RETAIL LIQUOR LICENSE
- ☐ ON-PREMISE ONLY (BAR)
- ☐ OFF-PREMISE ONLY (PACKAGE STORE)
- ☐ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)

☐ RESTAURANT LIQUOR LICENSE
☐ RESORT LIQUOR LICENSE
☒ BAR AND GRILL
LIMITED RETAIL (CLUB)
- ☐ FRATERNAL CLUB
- ☐ VETERANS CLUB
- ☐ SOCIAL CLUB
- ☐ GOLF CLUB

☐ MICROBREWERY
☐ WINERY
☐ DISTILLERY SATELLITE
☐ WINERY SATELLITE
☐ COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT

To Assist the Liquor Division with scheduling inspections:

WHEN DO YOU OPERATE?

☐ NON-OPERATIONAL/PARKED
☒ FULL TIME (e.g. Jan through Dec)
☐ SEASONAL/PART-TIME

(specify months of operation)

from _____ to _____

DAYS OF WEEK (e.g. Mon through Sat)

HOURS OF OPERATION (e.g. 10a - 2a)

_____

Minimum Purchase Requirement:

RETAIL LICENSE HOLDERS:
Have you purchased **$2,000** in spirits, wines and/or malt beverages during the previous license term? ☐ YES ☐ NO

RESTAURANT, RESORT, CLUB, COUNTY MALT, OR BAR AND GRILL LICENSE HOLDERS:
Have you purchased **$500** in spirits, wines and/or malt beverages during the previous license term? ☒ YES ☐ NO
W.S.12-4-103(c)

1. DISPENSING ROOM DESCRIPTION WITH DIMENSIONS:
   (a) Give a description with dimensions of the dispensing room and state where it is located within the building (e.g. 10 x 12 room in SE corner of building). If the building is not in existence, also provide an architect's drawing or suitable plans of the room and premises to be licensed: W.S. 12-4-102(a)(i)
   13' X 21' ROOM ON WEST SIDE OF BLDG
   (b) If **Winery** or **Microbrewery**, also list the manufacturing facility.(e.g. MFG: 10' X 12' room in SW portion of bldg.) **MFG:**
   (c) Do you have an additional dispensing room? ☐ YES ☒ NO If yes, provide description and location:
   (d) Provide the legal description and the zoning of the site where the applicant will conduct business:
   LOT 28, BLOCK 9 ORIGINAL TOWN OF CODY, ZONED D-2
2. Have there been any changes in the physical location of the dispensing room since the last application was filed?
   ☐ YES If YES, please submit a drawing of the new dispensing room.
   ☒ NO
   (a) Do you anticipate any changes in the next twelve (12) months?
   ☐ YES If YES, please submit a drawing of the new dispensing room.
   ☒ NO
3. **BUILDING OWNERSHIP:** Does the applicant? W.S. 12-4-103 (a) (iii):
   (1) **OWN** the building in which sales room is located? ☐ YES (own)
   (2) **LEASE** the building in which sales room is located? ☒ YES (lease)
   (A) **DATE** lease expires July 31st 2018 located on page 1 paragraph 1 of lease document.
   (B) Provision for **SALE** of alcoholic or malt beverages located on page 1 paragraph 2 of lease.

NOTE: Please submit a copy of the lease with the application. W.S. 12-2-103(a)(iii) requires the lease be valid THROUGH the TERM

WLD-28 (1/16)

4. Restaurant and Bar and Grill Liquor License Holders Only:

(a) Gross sales figures and percentages of income derived from: W.S.12-4-408(b) (Line 1 + Line 2 must = Line 3)

(Line 1) Liquor Sales: $455022 (18.12 %)
(Line 2) Food Sales: $2056548 (81.88 %)
(Line 3) Gross Sales: $2511570 (100 %)

(b) Did you attach a copy of your valid food service permit to this application. W.S.12-4-407(a), W.S.12-4-413(a) ☒ YES ☐ NO

5. Microbrewery License Holders Only:

(a) Did you produce over 50 barrels (1,550 gallons) but less than 50,000 barrels (1,550,000 gallons) during the previous license term? W.S.12-1-101(a)(xix) ☐ YES ☐ NO

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

(c) Do you distribute your own products through an existing malt beverage wholesaler? W.S. 12-2-201(g)(i) (Requires additional licensing with the Liquor Division) ☐ YES ☐ NO

6. Social Club License Holders Only:

(a) Have you filed a detailed statement of your activities during the year with an itemized statement of amounts expended? W.S. 12-1-101(a)(ii)(E) ☐ YES ☐ NO

7. If the applicant is filing as an Individual or Partnership or as a Club:

Each individual or partner or officer must complete this section.

True and Correct Name	Date of Birth	*DONOT LIST PO BOXES* Residence Address No. & Street City, State & Zip	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 ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

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

8. If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership:

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 this section.

True and Correct Name	Date of Birth	*DONOT LIST PO BOXES* Residence Address No. & Street City, State & Zip	Residence Phone Number	No. of Years in Corp or LLC	% of Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
PRESTON E. CHIASSON					100	YES ☐ NO ☒	YES ☐ NO ☒
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐

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

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 Campbell *)*

Before Me, Bobbie Engstrom *, (specify)*
(Printed name of Notary or other officer authorized to administer oaths)

a Notary Public, Officer authorized to administer oaths in and for Campbell *County, State of Wyoming, personally appeared*

Preston E. Chiasson only *name he/she being first duly sworn*
(insert Names)

by me upon this oath, says that the facts alleged in the foregoing instrument are true.

BOBBIE ENGSTROM NOTARY PUBLIC
COUNTY OF CAMPBELL STATE OF WYOMING
(Seal)
MY COMMISSION EXPIRES NOVEMBER 20, 2020

1. _____
2. _____
3. _____
4. _____

My Commission expires: November 20, 2020

Witness my hand and official seal:

Bobbie Engstrom
(Notary Public or other officer authorized to administer oaths)

Dated: 4, 20, 17

FOR LIQUOR DIVISION USE ONLY		
Reviewer	Initials	Date
Agent:		
Chief:		

LEASE AGREEMENT

Lease agreement dated 27 January 2017 between Wyoming Rib & Chop-Cody, Inc. and Preston Chiasson (WRCH/Chiasson) (Lessee) and Keith J. NeVille II & Margaret C. NeVille, trustees for the Keith J. NeVille II Trust dated 11-5-1997 and the Margaret C. NeVille Trust, dated 11-5-1997 (NeVille Trusts)(Lessor).

Property location: 1361/1367 Sheridan Avenue Cody, Wyoming.

Lease effective date: 1 February 2017.

Lease Term: Length of lease 18 months or from 1 February 2017 to 31 July 2018.

Lease Rate: $5,714.00 per month for the 18 month period. Lease rate includes the taxes on real estate but NOT INSURANCE COVERAGE. Lessee is responsible to cover the building with proper insurance to include liability to Lessor, employees, and any damage to the structure or any structure affected by any damage.

Lessor gives permission for Lessee to have a liquor license during the term of this lease, with the City of Cody or Park County or State of Wyoming whichever applies.

Lessee is to keep sidewalks and property clear of snow and consider the safety of customers and employees. Lessee is responsible for all utilities and to keep said costs current.

It is the intention of the Lessor and Lessee to enter into an agreement, for the Lessee to purchase said leased real estate, within the next two months. Proposed closing 3-1-2017, however if this doesn't work out the lease will continue as above to 7-31-2018, or closing whichever is sooner. The basic terms of the agreement will be as follows:

WRCH/Chiasson will execute a note and mortgage in favor of the NeVille Trusts.

Purchase price to be $822,000.00. NeVille Trusts agrees to finance the full amount of the purchase price, which will be amortized over 25 years at an interest rate of 6% per annum with a balloon payment due at the end of the 7th year or 84th payment. Payments will be monthly in the amount of $5,296.16, principal and interest. Assuming all payments are made on time, per the note agreement, the balloon payment due 3-1-2024 will be $700,346.40 (balance of note) plus interest of $3,501.73 for a total of $703,848.13. There will be no pre-payment penalty.

It is to be recognized that this lease, commencing on 2-1-2017, supersedes the now current lease agreements and any/all prior agreements with the Aichle Family Trust and the NeVille Trusts, which will become null and void on 2-1-2017. It is understood that WRCH/Chiasson is getting a settlement on agreements with Aichle. It is noted that WRCH/Chiasson agrees to pay the real estate fee of $ 5,000.00 to Berkshire Hathaway Home Services Brokerage West Inc. Real Estate, at time of closing.

WRCH/Chiasson agrees to contribute to NeVille Trusts, 50% of the tax, due the IRS on the sale of the building to WRCH/Chiasson. The ceiling of WRCH/Chiasson's share is $17,500.00. This is because no down payment was requested by NeVille from WRCH/Chiasson, so that WRCH/Chiasson could use his available cash to remodel said buildings, but recognizes the tax consequence NeVille will have in the transfer of the ownership to WRCH/Chiasson. WRCH/Chiasson can pay this over the next three years with first payment due 5-1-2017 for 36 equal payments with no interest. Monthly payments would be $486.00. Or WRCH/Chiasson can choose an option of a payment due annually, with the first payment due 5-1-2017 of $5,833.33, and same amount due 5-1-2018, and 5-1-2019. Interest however would accumulate if WRCH/Chiasson or Lessee fails to make payments on time at the rate of 6% per annum.

Please select option: Payments monthly beginning 5-1-2017 _____
Payments made annually beginning 5-1-2017 _____

Noted that Lessee operates at these locations as Wyoming Rib and Chop House or WRCH-Cody, Inc.

Noted that Lessor gives his permission for Lessee to operate a liquor License at the above locations 1361 Sheridan Avenue and 1367 Sheridan Avenue, Cody, WY Park County.

Lessee - WRCH/Chiasson, by:

Preston Chiasson_____ Dated 1/28/17
President – WRCH-Cody, Inc.

Lessee's current address and e-mail:

2455 Beaver Drive, Gillette, WY 82718
preston.chiasson@ribandchophouse.com

Lessor - NeVille Trusts, by:

Keith J. NeVille_____ Dated 1 Feb 17

Lessor's current address and e-mail:

Keith J. NeVille II---2408 Ina Avenue---Cody, WY 82414---307-587-5941
Firstchoice2322@charter.net

State of Wyoming **Department of Revenue**

Sales/Use Tax License No: 11005395 **Business Start Date:** 8/1/2010 12:00:0(

The vendor shown below has registered with the Department of Revenue and has been authorized to collect the sales/use tax imposed by the sales/use Tax Act of 1937, as amended, and to furnish receipts therefor. This authorization shall be valid and effective until cancelled or revoked and is not transferable.

Location: 1367 SHERIDAN AVE
CODY WY 824140000

Issued To:
WYOMING RIB & CHOP HOUSE
WRCH - CODY INC
PO BOX 2383
LIVINGSTON MT 590470000

Excise Tax Division
Taxpayer Services Section

Certificate Print Date: 8/5/2010

Display Conspicuously at the Place of Business for Which Issued

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WDA-17A
04/2k

WYOMING DEPARTMENT OF AGRICULTURE
CHEYENNE, WYOMING 82002

RECEIPT NUMBER
FD 055851

FOOD LICENSE

Account # 2949/2949-1

Whereas this party has made application for the licenses listed below in the State of Wyoming according to the law and agrees to comply with all laws, rules and regulations thereto, including the payment of all required fees, there is hereby issued to the applicant this license.
This license is not transferable and, unless revoked, shall expire on the date indicated below.

WYOMING'S RIB AND CHOP HOUSE - CODY
1367 SHERIDAN
CODY, WY 82414

Expiration Date: 5/4/2017

Director of Agriculture

1

Equal Opportunity in Employment and Services

WLD-28 (1/16)

License# 394

RENEWAL OF LIQUOR LICENSE OR PERMIT APPLICATION

To be completed by the City, Town or County Clerk:

Date Filed With Clerk: 4 / 18 / 17

	Annual Fee	Prorated Fee
Basic Fee:	$ 1000.00	$ ____
Add'l Dispensing Room Fee:	$ ____	$ ____
Transfer Fee:	$ ____	
Total License Fee Collected	$ ____	$ ____
Publishing Fee Collected:	$ 21.00	
Publishing Direct Billed:	☐	

Advertising Dates (2 wks): 6/6/17 & 6/13/17

Hearing Date: 6/20/2017

LICENSE TERM: 08/01/2017

Through: 07/31/2018

A copy must be immediately forwarded to:
State of Wyoming Liquor Division
6601 Campstool Rd.
Cheyenne WY 82002-0110

Applicant: ZAPATAS INC

Trade Name (dba): ZAPATAS

Premise Address: 1362 SHERIDAN AVENUE
Number & Street

CODY, WY 82414 PARK
City State Zip County

Mailing Address: PO BOX 2908
Number & Street or P.O. Box

CODY, WY 82414
City State Zip

Business Telephone Number: (307) 527-7181
Fax Number:
E-Mail Address: cmowatt2@gmail.com

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.**

RESTAURANT

FILING IN

☒ CITY (TOWN) OF CODY

FILING AS (CHOOSE ONLY ONE)

☐ INDIVIDUAL ☐ LLC
☐ PARTNERSHIP ☐ LLP
☒ CORPORATION
☐ LTD PARTNERSHIP
☐ ASSOCIATION
☐ ORGANIZATION

TYPE OF LICENSE OR PERMIT
(CHOOSE ONLY ONE)

RETAIL LIQUOR LICENSE
- ☐ ON-PREMISE ONLY (BAR)
- ☐ OFF-PREMISE ONLY (PACKAGE STORE)
- ☐ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)

☒ RESTAURANT LIQUOR LICENSE
☐ RESORT LIQUOR LICENSE
☐ BAR AND GRILL
LIMITED RETAIL (CLUB)
- ☐ FRATERNAL CLUB
- ☐ VETERANS CLUB
- ☐ SOCIAL CLUB
- ☐ GOLF CLUB

☐ MICROBREWERY
☐ WINERY
☐ DISTILLERY SATELLITE
☐ WINERY SATELLITE
☐ COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT

To Assist the Liquor Division with scheduling inspections:

WHEN DO YOU OPERATE?

☐ NON-OPERATIONAL/PARKED
☒ FULL TIME (e.g. Jan through Dec)
☐ SEASONAL/PART-TIME

(specify months of operation)

from _____ to _____

DAYS OF WEEK (e.g. Mon through Sat)
Mon - Sun

HOURS OF OPERATION (e.g. 10a - 2a)
11:00 AM - 9:00 PM

Minimum Purchase Requirement:

RETAIL LICENSE HOLDERS:
Have you purchased **$2,000** in spirits, wines and/or malt beverages during the previous license term? ☐ YES ☐ NO

RESTAURANT, RESORT, CLUB, COUNTY MALT, OR BAR AND GRILL LICENSE HOLDERS:
Have you purchased **$500** in spirits, wines and/or malt beverages during the previous license term? ☒ YES ☐ NO
W.S.12-4-103(c)

1. DISPENSING ROOM DESCRIPTION WITH DIMENSIONS:
   (a) Give a description with dimensions of the dispensing room and state where it is located within the building (e.g. 10 x 12 room in SE corner of building). If the building is not in existence, also provide an architect's drawing or suitable plans of the room and premises to be licensed: W.S. 12-4-102(a)(i)
   9' X 11' ROOM IN SW PORTION OF BLDG
   (b) If **Winery** or **Microbrewery**, also list the manufacturing facility.(e.g. MFG: 10' X 12' room in SW portion of bldg.) **MFG:**
   (c) Do you have an additional dispensing room? ☐ YES ☒ NO If yes, provide description and location:
   (d) Provide the legal description and the zoning of the site where the applicant will conduct business:
   LOTS 5 7 6, BLOCK 10, ORIGINAL TOWN OF CODY
2. Have there been any changes in the physical location of the dispensing room since the last application was filed?
   ☐ YES If YES, please submit a drawing of the new dispensing room.
   ☒ NO
   (a) Do you anticipate any changes in the next twelve (12) months?
   ☐ YES If YES, please submit a drawing of the new dispensing room.
   ☒ NO
3. **BUILDING OWNERSHIP:** Does the applicant? W.S. 12-4-103 (a) (iii):
   (1) **OWN** the building in which sales room is located? ☐ YES (own)
   (2) **LEASE** the building in which sales room is located? ☒ YES (lease)
   (A) **DATE** lease expires 4/2019 located on page 1 paragraph 1 of lease document.
   (B) Provision for **SALE** of alcoholic or malt beverages located on page 1 paragraph 3 of lease.

NOTE: Please submit a copy of the lease with the application. W.S. 12-2-103(a)(iii) requires the lease be valid THROUGH the TERM OF THE LICENSE and MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.

WLD-28 (1/16)

4. Restaurant and Bar and Grill Liquor License Holders Only:

(a) Gross sales figures and percentages of income derived from: W.S.12-4-408(b) (Line 1 + Line 2 must = Line 3)

(Line 1) Liquor Sales: $ 102,830.15 %) 15.90
(Line 2) Food Sales: $ 596,186.45 %) 85.90
(Line 3) Gross Sales: $ 699,016.45 %)

(b) Did you attach a copy of your valid food service permit to this application. W.S.12-4-407(a), W.S.12-4-413(a) ☒ YES ☐ NO

5. Microbrewery License Holders Only:

(a) Did you produce over 50 barrels (1,550 gallons) but less than 50,000 barrels (1,550,000 gallons) during the previous license term? W.S.12-1-101(a)(xix) ☐ YES ☐ NO

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

(c) Do you distribute your own products through an existing malt beverage wholesaler? W.S. 12-2-201(g)(i) (Requires additional licensing with the Liquor Division) ☐ YES ☐ NO

6. Social Club License Holders Only:

(a) Have you filed a detailed statement of your activities during the year with an itemized statement of amounts expended? W.S. 12-1-101(a)(ii)(E) ☐ YES ☐ NO

7. If the applicant is filing as an Individual or Partnership or as a Club:

Each individual or partner or officer must complete this section.

True and Correct Name	Date of Birth	*DONOT LIST PO BOXES* Residence Address No. & Street City, State & Zip	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 ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

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

8. If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership:

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 this section.

True and Correct Name	Date of Birth	*DONOT LIST PO BOXES* Residence Address No. & Street City, State & Zip	Residence Phone Number	No. of Years in Corp or LLC	% of Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Connie Mowatt				23	100%	YES ☐ NO ☒	YES ☐ NO ☒
Miles Hollowell				21	—	YES ☐ NO ☒	YES ☐ NO ☒
						YES ☐ NO ☐	YES ☐ NO ☐

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

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 *)*

Before Me, MIKE NELSON *, (specify)*
(Printed name of Notary or other officer authorized to administer oaths)

a Notary Public, Officer authorized to administer oaths in and for Park *County, State of Wyoming, personally appeared*
Connie Mowatt, Miles R. Hollowell *name he/she being first duly sworn*
(Insert Names)
by me upon his oath, says that the facts alleged in the foregoing instrument are true.

(Seal) MIKE NELSON NOTARY PUBLIC COUNTY OF PARK STATE OF WYOMING MY COMMISSION EXPIRES FEBRUARY 27, 2021

1. Connie Mowatt
2. Miles R. Hollowell
3.
4.

My Commission expires: 02/27/21

Witness my hand and official seal:

(Notary Public or other officer authorized to administer oaths)

Title Notary

Dated: 04 / 17 / 2017

FOR LIQUOR DIVISION USE ONLY		
Reviewer	Initials	Date
Agent:		
Chief:		
Acct.:		

Outdoor Serving Area Renewal/Request

Per state statute 12-5-201 (a), "Alcoholic beverages secured in the licensed room by a server may be served only in the building in which the licensed room is located an in an immediately adjacent fenced or enclosed area as approved by the local licensing authority."

If you currently have an outdoor serving area or would like to request approval of a new outdoor serving area, please complete the following:

Applicant Name: Lopatcong Senior Center

__X__ Please renew our outdoor serving area.

_____ I am requesting approval of a new outdoor serving area (not previously approved).

If requesting approval of a new area, or if you have made changes to the current area, please provide a detailed drawing:

WDA-17A
04/2k

WYOMING DEPARTMENT OF AGRICULTURE

CHEYENNE, WYOMING 82002

RECEIPT NUMBER
FD 055944

FOOD LICENSE

Account # **2973/2973-1**

Whereas this party has made application for the licenses listed below in the State of Wyoming according to the law and agrees to comply with all laws, rules and regulations thereto, including the payment of all required fees, there is hereby issued to the applicant this license. This license is not transferable and, unless revoked, shall expire on the date indicated below.

ZAPATA'S
1362 SHERIDAN AVE
CODY, WY 82414

Expiration Date: **6/30/2017**

Director of Agriculture

Equal Opportunity in Employment and Services

2

EIGHTH LEASE AGREEMENT

THIS EIGHTH LEASE AGREEMENT is made and entered into effective as of the 1st day of August, 2017, between Simpson Holdings, LLC, a Wyoming limited liability company, as Lessor, hereinafter referred to as "SIMPSON," and Zapata's, Inc., a Wyoming corporation, as Lessee, hereinafter referred to as "ZAPATA'S."

WITNESSETH:

WHEREAS, SIMPSON is the sole owner of THE PREMISES described herein and desires to lease the vacant lot owned by SIMPSON described as Lot 4, Block 10 of the Original Town (now City) of Cody, Park County, Wyoming, and located immediately adjacent to and to the east of ZAPATA'S restaurant at 1362 Sheridan Avenue, Cody, Wyoming ("THE PREMISES) to a ZAPATA'S; and

WHEREAS, ZAPATA'S desires to lease THE PREMISES for operation of a restaurant deck for the seating of customers and service of food and beverages, including alcoholic beverages and for parking. The parties desire to enter into this lease agreement defining the rights, duties and liabilities relating to THE PREMISES and the responsibilities between the parties.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

SECTION ONE: SUBJECT AND PURPOSE

1.1 ZAPATA'S leases THE PREMISES from SIMPSON.

1.2 THE PREMISES shall be used for the placement of a restaurant deck for the seating of customers and service of food and beverages, including alcoholic beverages, and for parking.

SECTION TWO: TERM AND RENT

2.1 This Sixth Lease Agreement is effective upon the termination of the Amended Fifth Lease Agreement entered into between the parties. ZAPATA'S leases THE PREMISES for a term commencing on August 1, 2017, at 12:00 a.m. and terminating at 11:59 p.m. on July 31, 2018, at the rental amount of Five Thousand Dollars ($5,000.00) to be paid upon ZAPATA'S signing of this Seventh Lease Agreement.

2.2 Upon expiration of this Seventh Lease Agreement, subject to all other terms and conditions contained herein, ZAPATA'S may renew this Agreement for additional one (1) year terms or longer, upon such terms and conditions as may be mutually agreeable between SIMPSON and ZAPATA'S. If SIMPSON and ZAPATA'S are unable to mutually agree upon the terms of a renewal agreement, this Agreement shall expire upon the terms and conditions contained herein.

SECTION THREE: TAXES

SIMPSON shall remain responsibile for all real property taxes. ZAPATA'S shall be responsible for the total of all personal property taxes levied against it.

SECTION FOUR: IMPROVEMENTS, PARKING AND UTILITIES

4.1 THE PREMISES is currently a vacant lot with a seating area deck built by ZAPATA'S in 2011 at ZAPATA'S sole expense for the seating and service of customers to its restaurant. ZAPATA'S is also allowed exclusive parking on THE PREMISES during open business hours.

4.2 ZAPATA'S will be solely responsible for the costs of any utility and permit fees associated with THE PREMISES during the term of the lease.

4.3 Upon the termination without renewal of this Agreement, ZAPATA'S shall within 15 days remove all said improvements at ZAPATA'S sole expense and shall return the PREMISES and lot to the same unimproved condition it was in prior to construction of the seating area deck.

SECTION FIVE: INSURANCE AND INDEMNIFICATION

5.1 ZAPATA'S, at ZAPATA'S' own expense, agrees to maintain at all times during the term of this AGREEMENT and during any use, occupancy or possession of THE PREMISES prior to the commencement of the term of THIS AGREEMENT, public liability and property damage insurance, providing for limitations of not less than One Million Dollars ($1,000,000.00) covering ZAPATA'S use of the property. Such insurance policies shall be in the form commonly known as "Comprehensive General Liability" and shall name SIMPSON and SIMPSON's officers, agents, managers, members and employees as named insureds.

5.2 ZAPATA'S shall be solely responsible for insuring any improvements it places on THE PREMISES including the seating area deck and any property thereupon.

5.3 ZAPATA'S shall indemnify and hold SIMPSON harmless for any amounts SIMPSON may be forced to pay to any person or entity as a result of ZAPATA'S use of the PREMISES during the lease term and any extensions thereof, except due to SIMPSON'S gross negligence.

SECTION SIX: SALE OF LOT

The parties recognize that SIMPSON may choose to sell THE PREMISES during the term of this Agreement. This lease shall be subordinate to any such sale. In the event that such sale shall occur, ZAPATA's will remove all improvements at ZAPATA'S sole expense and shall return the lot to the same unimproved condition it was in prior to construction of the seating area deck, all within 15 days of receiving written notice of the sale. In the event that this lease is

terminated by the sale of the PREMISES during the lease term or any extension thereof, then SIMPSON shall refund ZAPATA's a *pro rata* share of the rent paid for the applicable lease term, less any amounts necessary to return the lot to its original state if ZAPATA'A has not done so already.

SECTION SEVEN: AUTHORITY

By affixing his or her signature hereon, the signatories are certifying that each has the full authority to bind the respective parties to this agreement and that such is a free and voluntary act of the designated registered entity.

SECTION EIGHT: MISCELLANEOUS PROVISIONS

8.1 BINDING EFFECT. The terms and covenants of this agreement shall be binding upon the parties, their heirs, personal representatives, successors in interest or possible assigns.

8.2 ORAL MODIFICATIONS. No amendments or modifications to this agreement shall be made or deemed to have been made unless in writing executed by the party or parties to be bound thereby.

8.3 MERGER. This agreement and the other documents specifically referred to herein represent the entire agreement between the parties hereto with respect to the subject matter hereof, and all prior agreements, understandings or negotiations shall be deemed merged herein. No representations, warranties or certifications, express or implied, shall exist between the parties, except as stated herein or in the other documentation specifically referred to herein.

8.4 SEVERABILITY. If any term, covenant, condition or provision of this agreement or if the application thereto to any person or circumstance shall at any time or to any extent be invalid or unenforceable, the remainder of this contract, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this agreement shall be valid and shall be enforced to the fullest extent permitted by law.

Dated this 14TH day of April, 2017.

SIMPSON HOLDINGS, LLC

Al Simpson, Co-Manager

ZAPATA'S, INC.

Connie Mowatt, President

Lease Agreement
1362 Sheridan Ave
Cody, WY

THIS LEASE AGREEMENT, Made between ROBERT S. NEWSOME and SANDRA M. NEWSOME (herein collectively called "LESSOR") and Zapata's Inc. and Connie Mowatt (herein called "LESSEE").

WITNESSETH: That LESSOR, for and in consideration of the covenants and agreements hereinafter set forth to be kept and performed by LESSEE, does hereby lease unto LESSEE the following described property:

1362 Sheridan, Cody, WY (excluding house in alley and west side of building currently occupied by Cowtown Candy Co)

Together with all and singular the improvements and appurtenances thereon or there under appertaining (herein called "the LEASED PROPERTY"), upon the following terms and conditions:

1. TERM - the term of this lease shall be for five years commencing May 1, 2014.

2. RENT - LESSEE covenants and agrees to pay to LESSOR as monthly rental for the LEASED PROPERTY as follows:

$1500.00 per month from May 1, 2014 to April 30, 2019

Monthly rental installments shall be payable in advance on or before the 5th day of each calendar month. Delinquent rent shall be subject to a late charge of 10%, and, if over 30 days delinquent, shall bear interest of 15% per year.

3. USE OF LEASED PROPERTY - LESSEE covenants and agrees the LESSEE will use the LEASED PROPERTY for the sale of food and liquor.

4. INSURANCE - LESSEE covenants and agrees to secure and maintain during the term hereof, with an insurance carrier or carriers approved by the LESSOR, which approval LESSOR shall not unreasonably withhold, the following insurance:

General public liability insurance against claims for personal injury, death or property damages occurring in, on or about the LEASED PROPERTY, with limits of not less than $500,000.00 for bodily injury or death sustained by any one person and $1,000,000.00 for each occurrence, and property damage limits of $100,000.00 for each accident, which shall name both LESSOR and LESSEE as insureds.

If LESSEE fails or refuses to secure and maintain such insurance, LESSOR may obtain the same, the cost of which shall be added to the rent. LESSEE shall provide any casualty insurance covering the contents of LEASED PROPERTY, which LESSEE may require. LESSOR shall provide any casualty insurance covering the improvements of LEASED PROPERTY, which LESSOR may require.

5. TAXES - LESSOR shall pay all property taxes assessed against the LEASED PROPERTY and LESSEE shall pay all property taxes assessed against LESSEE'S personal property, trade fixtures and inventory.

6. UTILITIES - LESSEE shall pay for utilities used or consumed on the LEASED PROPERTY, including the disposal and removal of trash. LESSEE shall have utilities held in their name and be solely responsible for payment. Any changes in utility service mandated by city, state or federal governments shall be paid by LESSEE.

Lease Agreement
1362 Sheridan Ave
Cody, WY

7. MAINTENANCE AND REPAIRS - LESSEE shall keep the building on the LEASED PROPERTY in a good state of repair. LESSEE shall perform all maintenance and repairs required, including but not limited to painting, electrical, heating and air conditioning units, water and sewer facilities including plumbing, and flooring; shall promptly replace all broken or damaged glass, shall keep the sidewalks and entry ways free from snow, ice and obstructions of any kind; shall repair and replace any damage to the building (except for roof, exterior walls, and foundation); shall pay for any remodeling required by LESSEE, but LESSEE shall make no changes in the building without prior written consent of LESSOR.

LESSOR shall be responsible for the maintenance and repair of the roof, exterior walls and foundation of the building on the LEASED PROPERTY.

LESSEE shall return the LEASED PROPERTY to LESSOR upon the termination of this Lease, however the same shall terminate, in the same condition as when received, ordinary wear and tear and acts of God excepted.

8. DESTRUCTION OF BUILDING - If the building on the LEASED PROPERTY is totally destroyed (or so damaged as to be untenable) by storm, fire, earthquake or other casualty, the Lease shall terminate as of the date of such destruction or damage and the rental shall be accounted for between LESSOR and LESSEE on that date.

If the building is damaged but not rendered totally untenable and the damage can be fully repaired in 90 days, rent shall abate in proportion as the building has been damaged and LESSOR shall restore the building within said time limit, whereupon rent in full shall recommence. Should LESSOR fail or refuse to fully repair the building within said 90 days, LESSEE may terminate this Lease.

9. INSPECTION - LESSOR may with consent of LESSEE enter the LEASED PROPERTY, to make repairs or show LEASED PROPERTY to persons who may wish to lease or buy the same.

10. ASSIGNMENT - LESSEE shall not assign this Lease nor sublet all or any part of the LEASED PROPERTY without prior consent of the LESSOR.

11. REMOVAL OF FIXTURES - LESSEE may remove, prior to the expiration of this Lease, all fixtures and equipment which it has on the LEASED PROPERTY except wall standard units and built in shelving; provided, LESSEE shall repair all damage caused by such removal.

12. TERMINATION - If LESSEE fails to keep and perform or shall violate any of the covenants, conditions or terms of this Lease, including the Payment of the monthly rental when and as due, and fails to remedy such default within 30 days after written notice thereof to LESSEE, then and in such any event, LESSOR shall have the right at any time thereafter to terminate this Lease without further notice or demand. The right of termination shall not be exclusive and LESSOR shall have such other rights and remedies as may be provided by law for enforcing LESSOR'S rights hereunder and for the collection of rent.

LESSEE agrees to pay LESSOR'S costs, including reasonable attorney's fees, for enforcing any of LESSOR'S rights hereunder, including the collection of rent, late charges and interest on delinquent rent.

Lease Agreement
1362 Sheridan Ave
Cody, WY

13. NOTICE - Any notice provided for or permitted herein may be delivered in person to the other party or may be delivered by depositing a copy thereof in the United States mail, postage prepaid, addressed to LESSOR as follows:

Robert S. Newsome
P.O. Box 2516
Cody, WY 82414

and addressed to LESSEE as follows:
Zapata's Inc
Connie Mowatt
1362 Sheridan Ave
Cody, WY 82414

Notice by mail shall be considered delivered 36 hours following the deposit thereof in any United States post office. Either party may change address of notice by giving appropriate notice thereof in writing to the other party.

15. MODIFICATION - This Lease may not be amended or supplemented orally but only by an agreement in writing and supplement is signed by the party against whom enforcement of any such amendment or supplement is signed.

IN WITNESS WHEREOF, This Lease Agreement is executed by the parties hereto, as of this 24 day of April, 2014.

LESSOR:
Robert Newsome
Robert S. Newsome
Sandra Newsome
Sandra Newsome

LESSEE
Connie Mowatt
Connie Mowatt

WLD-31 (1/16)

1580

NEW OR TRANSFER LIQUOR LICENSE OR PERMIT APPLICATION

To be completed by the City/Town or County Clerk:

Date Filed With Clerk: 5 / 1 / 17

	Annual Fee	Prorated Fee
Basic Fee:	$.	$.
Add'l Dispensing Room Fee:	$.	$.
Transfer Fee:	$.	
Total License Fee Collected	$.	$.
Publishing Fee Collected:	$ 144.00	

Publishing Direct Billed: ☐

Advertising Dates (2 wks): _____

Hearing Date: ___ / ___ / ___

LICENSE TERM: ___ / ___ / ___ (Month Day Year)

Through: ___ / ___ / ___ (Month Day Year)

A copy must be immediately forwarded to:
State of Wyoming Liquor Division
6601 Campstool Rd.
Cheyenne WY 82002-0110

Formerly Held by: N/A

Applicant: ANCHO'S, LLC

Trade Name (dba): ANCHO'S MEXICAN GRILL

Premise Address: 1803 17th St. (Number & Street)

Cody (City) WY (State) 82414 (Zip) PARK (County)

Mailing Address: 1057 Sheridan Ave (Number & Street or P.O. Box)

Cody (City) WY (State) 82414 (Zip)

Business Telephone Number: (951) 2024708

Fax Number: ( )

E-Mail Address: GARSHERJohnston@aol.com

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.**

FILING FOR

☒ NEW
☐ TRANSFER LOCATION
☐ TRANSFER OWNERSHIP

FILING IN (CHOOSE ONLY ONE)

☒ CITY OF Cody
☒ COUNTY OF PARK

FILING AS (CHOOSE ONLY ONE)

☐ INDIVIDUAL ☒ LLC
☐ PARTNERSHIP ☐ LLP
☐ CORPORATION
☐ LTD PARTNERSHIP
☐ ASSOCIATION
☐ ORGANIZATION

TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)

RETAIL LIQUOR LICENSE
- ☐ ON-PREMISE ONLY (BAR)
- ☐ OFF-PREMISE ONLY (PACKAGE STORE)
- ☐ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)

☒ RESTAURANT LIQUOR LICENSE
☐ RESORT LIQUOR LICENSE
☐ BAR AND GRILL
LIMITED RETAIL (CLUB)
- ☐ VETERANS CLUB
- ☐ FRATERNAL CLUB
- ☐ GOLF CLUB
- ☐ SOCIAL CLUB

☐ MICROBREWERY
☐ WINERY
☐ DISTILLERY SATELLITE
☐ WINERY SATELLITE
☐ COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT

To Assist the Liquor Division with scheduling inspections:

WHEN DO YOU OPERATE?

☐ NON-OPERATIONAL/PARKED
☒ FULL TIME (e.g. Jan through Dec)
☐ SEASONAL/PART-TIME

(specify months of operation)

from _____ to _____

DAYS OF WEEK (e.g. Mon through Sat) 7 DAYS

HOURS OF OPERATION (e.g. 10a - 2a) 7AM - 11pm

1. DISPENSING ROOM DESCRIPTION WITH DIMENSIONS:

(a) Give a description with dimensions of the dispensing room and state where it is located within the building (e.g. 10 x 12 room in SE corner of building). Please provide a drawing of the establishment that includes the dispensing room: W.S. 12-4-102(a)(i)

6' X 12' Room South West OF Building

(b) If **Winery** or **Microbrewery**, also list the manufacturing facility.(e.g. MFG: 10' X 12' room in SW portion of bldg.)

MFG:

(c) Do you have an additional dispensing room? ☐ YES ☒ NO If yes, provide description and location:

(d) Provide the legal description and the zoning of the site where the applicant will conduct business:

LOT 1 OF EAST GATE Center Addition to City OF Cody - MF BOOK F OF plats PAGE 99

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

(1) **OWN** the building in which sales room is located? ☐ YES (own)
(2) **LEASE** the building in which sales room is located? ☒ YES (lease)

(A) **DATE** lease expires 4-1-2022 located on page 1-1 paragraph 1 of lease document.
(B) Provision for **SALE** of alcoholic or malt beverages located on page 3 paragraph 1 of lease.

NOTE: Please submit a copy of the lease with the application. W.S. 12-2-103(a)(iii) requires the lease be valid THROUGH the TERM OF THE LICENSE and MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.

3. Have you already assigned, leased, transferred or do you intend to assign, lease, transfer, contract or in any other manner agree with any person or firm other than yourself as licensee to operate and assert control or partial control of the license and the licensed room to carry on the licensed liquor business? ☐ YES ☒ NO

4. 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 therewith: Gary Johnston (MEMBER) OWNS MILLSTONE (BREWERY IN Cody) AND DOES NOT intend to Supply BEER to this Location - ANCHOS MEXICAN Grill.

5. 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: millstone (BAR & GRILL) IN Cody millstone (RETAIL LIQUOR LIC) Powell

6. Is the applicant a mayor, member of a city or town council, or member of the board of county commissioners within the jurisdiction of this licensing authority? W.S. 12-4-103(a)(i) ☐ YES ☒ NO

7. Is the applicant employed by the State, City or Town, or County as a law enforcement officer, or hold office as a law enforcement officer through election? W.S. 12-4-103(a)(ii) ☐ YES ☒ NO

RESTAURANT OR BAR AND GRILL LICENSE:

8. Have you submitted a valid food service permit? W.S. 12-4-407(a)/W.S. 12-4-413(a) ☐ YES ☒ NO

RESORT LICENSE:

Lic. pending const completion

9. 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 at least one million dollars ($1,000,000.00)? W.S. 12-4-401(b)(iv) ☐ YES ☐ NO

MICROBREWERY LICENSE:

10. 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 ☐ WINERY

11. (a) Do you self distribute your products? W.S. 12-2-201(a) (Requires additional licensing with the Liquor Division) ☐ YES ☐ NO

    (b) Do you distribute your products through an existing malt beverage wholesaler? W.S. 12-2-201(g)(i) (Requires additional licensing with the Liquor Division) ☐ YES ☐ NO

WINERY LICENSE:

12. 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 ☐ WINERY

LIMITED RETAIL (CLUB) LICENSE:

13. **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

LIMITED RETAIL (CLUB) LICENSE:

14. **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

LIMITED RETAIL (CLUB) LICENSE:

15. SOCIAL CLUBS W.S. 12-1-101(a)(iii)(E):

(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 the local licensing authority and the Wyoming Liquor Division? ☐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?
(THE PETITION MUST BE ATTACHED TO APPLICATION) ☐YES ☐NO

(i) Have you filed with the licensing authority and the Wyoming Liquor Division a detailed statement of your activities during the preceding year which were undertaken or furthered in pursuit of the objectives of the club, along with an itemized statement expended for such activities? ☐YES ☐NO

LIMITED RETAIL (CLUB) LICENSE:

16. GOLF CLUBS W.S. 12-1-101(a)(iii)(D):

(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

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17. (a) **If applicant is filing as an Individual or Partnership:** W. S. 12-4-102 (a) (ii) & (iii)
Each individual or partner must complete this section.

If the applicant is filing as a Club:
Each officer must complete this section.

True and Correct Name	Date of Birth	*DONOT LIST PO BOXES* Residence Address No. & Street City, State & Zip	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 ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

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

(b) **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 this section.

True and Correct Name	Date of Birth	*DONOT LIST PO BOXES* Residence Address No. & Street City, State & Zip	Residence Phone Number	No. of Years in Corp or LLC	% of Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Gary Johnston	[redacted]			Nov 2017	100	YES ☐ NO ☒	YES ☐ NO ☒
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐

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

25

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 *)*

Before Me, V Gail Trueblood *, (specify)*
(Printed name of Notary or other officer authorized to administer oaths)

a Notary Public, Officer authorized to administer oaths in and for Park *County, State of Wyoming, personally appeared* Gary Johnston *name he/she being first duly sworn*
(Insert Names)
by me upon his oath, says that the facts alleged in the foregoing instrument are true.

(Seal)

V GAIL TRUEBLOOD NOTARY PUBLIC
COUNTY OF PARK
STATE OF WYOMING
MY COMMISSION EXPIRES DECEMBER 16, 2017

1. [signature]
2.
3.
4.

My Commission expires: Dec 16, 2017

Witness my hand and official seal:
V Gail Trueblood
(Notary Public or other officer authorized to administer oaths)

Title Notary Public *Dated:* 5/1/17

REQUIRED ATTACHMENTS:

- ☐ A statement indicating the financial condition and financial stability of the applicant W.S. 12-4-102 (a) (vi).
- ☐ Include a drawing of the dispensing room W.S. 12-5-201 (a).
- ☐ Attach any lease agreements W.S. 12-4-103 (a) (iii).
- ☐ Include a copy of the CURRENT food service permit for Restaurant or Bar & Grill Liquor License applicants W.S. 12-4-407 (a) or 12-4-413 (a).
- ☐ 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).

ADVERTISING REQUIREMENTS W.S. 12-4-104(a):

When an application for a license, permit, renewal or any transfer of location or ownership thereof has been filed with a licensing authority, the clerk shall promptly prepare a notice of application, place the notice conspicuously upon the premises shown by the application as the proposed place of sale and public the notice in a newspaper of local circulation once a week for two (2) consecutive weeks. The notice shall state that a named applicant has applied for a license, permit, renewal or transfer thereof, and that protests against the issuance, renewal, or transfer of the license or permit will be heard at a designated meeting of the licensing authority.

FOR LIQUOR DIVISION USE ONLY		
Reviewer	Initials	Date
Agent:		
Chief:		
Acct.:		

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
Publically 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: ANCHO'S, LLC
Individual Name: Gary Johnston
Date: 5-1-17

Date	Offense
Ø	Ø

By signing I certify this information is truthful and accurate.
Signature: _____

Business Plan Requirement

The City of Cody will require a business plan to be submitted for all new Bar and Grill Licenses and all new or transferring Retail Liquor Licenses. The business plan shall be submitted along with the application for the license. Business plans are written in a variety of formats, and there is no right or wrong way to prepare one. The following list includes an outline of what is typically found in a business plan. The items in **bold** are required to be addressed within your plan. All the other items listed are optional. For additional guidance and examples, please visit www.sba.gov.

1. **Executive Summary**: The executive summary provides a concise overview of the entire business plan, along with a history of your proposed or existing business. Information typically found in an executive summary includes:

    a. The Mission Statement of your proposed or existing business. The mission statement briefly explains the thrust of your business. It could be two words, two sentences, a paragraph, or even a single image. It should be as direct and focused as possible, and it should leave the reader with a clear picture of what your business is all about.

    b. Date the business began or date it is planned to begin.

    c. Names of the founders and the functions they perform.

    d. Number of employees you currently employ or plan to employ.

    e. Location of the business and description of the facility.

    f. Products and services rendered.

    g. Banking relationships and information regarding current investors.

2. **Market Analysis:** A Market Analysis will illustrate your knowledge about the business you are engaging in. It should include elements of the following areas:

    a. Industry Description and Outlook: describe your industry, trends and characteristics of the industry, and what the projected growth rate is.

    b. Identifying Your Target Market: what market (customers) are you targeting and how many are there to serve in this market? How will you be able to gain their business and why?

    c. Competitive Analysis: Who will be your competition, what are their strengths and weaknesses, what are your strengths and weaknesses, what barriers might hinder you as you are entering the market?

    d. Regulatory Restrictions: Does your proposed business have any regulatory restrictions that you are still working through? If so, what are they, what must be done to meet the requirements and how long will it take?

3. **Company Description:** Include information about the nature of your business and the primary factors that you believe will make your business a success. List the niche you are trying to fill, what products or services you will sell to fill that niche and any other factors that will give your business a competitive advantage.

4. Organization and Management: Who will do what in your business? Identify who the personnel will be, or at least what position you will have in the management and operations of the business.

5. Marketing Strategy: How will you communicate to your prospective customers about your business? What marketing strategies or resources will you use to promote growth and sustainability of your business?

6. **Pro forma Financials:** Prepare a pro forma income statement, balance sheet or cash flow analysis for your first year in business.

LEASE AGREEMENT

THIS LEASE AGREEMENT, made between WILDER ENTERPRISES, LLC, a Wyoming limited liability company (herein called "LESSOR"), and ANCHO'S, LLC, a Wyoming limited liability company and Gary Johnston, personally, (herein collectively called "LESSEE").

WITNESSETH: That LESSOR, for and in consideration of the covenants and agreements hereinafter set forth, to be kept and performed by LESSEE, does hereby lease unto LESSEE the following described property:

> Lot 1 of the Eastgate Center Addition to the City of Cody, Park County, Wyoming, recorded June 23, 1994 in MF Book F of Plats, at page 99, together with the improvements located thereon and together with equipment, appliances and tables and chairs (herein called "the LEASED PROPERTY"),

together with the nonexclusive right to use, in common with others, the parking areas, driveways, footways and other facilities provided by LESSOR for the common use of tenants (such common use facilities being herein collectively called "the PARKING FACILITIES") of the Eastgate Center (herein called "EASTGATE CENTER") and LESSEE does hereby rent the same from LESSOR upon the following terms and conditions:

1. TERM - The initial term of this Lease Agreement shall be for five years, commencing April 1, 2017. If the building is not ready for occupation on April 1, 2017, the rent will be pro-rated based on the date that LESSEE is able to occupy the LEASED PROPERTY.

LESSEE shall have the option to renew this Lease for three additional terms of five years, provided LESSEE is not then in default of the terms hereof at the time such option is exercised, by giving LESSOR written notice of the exercise of such option not more than six (6) nor less than three (3) months prior to the termination of the primary term, and said renewal to be upon the same terms and conditions, except that rent amount will be modified as set forth in paragraph 2.

2. RENT - As rent for the LEASED PROPERTY, LESSEE covenants and agrees to pay to LESSOR rent as follows:

PROPERTY, including any improvements thereon, and LESSEE accepts the LEASED PROPERTY "AS IS".

IN WITNESS WHEREOF, This Lease Agreement is executed by the parties hereto as of the 1 day of December 2016

LESSEE:

ANCHO'S, LLC

By: _____

_____
Gary Johnston, individually

LESSOR:

WILDER ENTERPRISES, LLC

By: _____
Thomas A. Wilder, Manager

By: _____
Marjorie F. Wilder, Manager

April 30, 2017

LEASE AMENDMENT #1

This is an amendment to the lease dated December 12, 2016 between WILDER ENTERPRISE, LLC (LESSOR) and ANCHO'S, LLC. (LESSEE), that grants permission to LESSEE to serve beer, wine and mixed cocktails during the terms of their lease.

IN WITNESS WHEREOF, This Lease Amendment is executed by parties hereto as of the 30th day of May 2017.

LESSEE:

ANCHO'S, LLC

By: _____

Gary Johnston , individually

LESSOR:

WILDER ENTERPRISES, LLC

By: _____

Thomas A. Wilder, Manager

By: _____

Marjorie F. Wilder, Manager

Outdoor Serving Area Renewal/Request

Per state statute 12-5-201 (a), "Alcoholic beverages secured in the licensed room by a server may be served only in the building in which the licensed room is located an in an immediately adjacent fenced or enclosed area as approved by the local licensing authority."

If you currently have an outdoor serving area or would like to request approval of a new outdoor serving area, please complete the following:

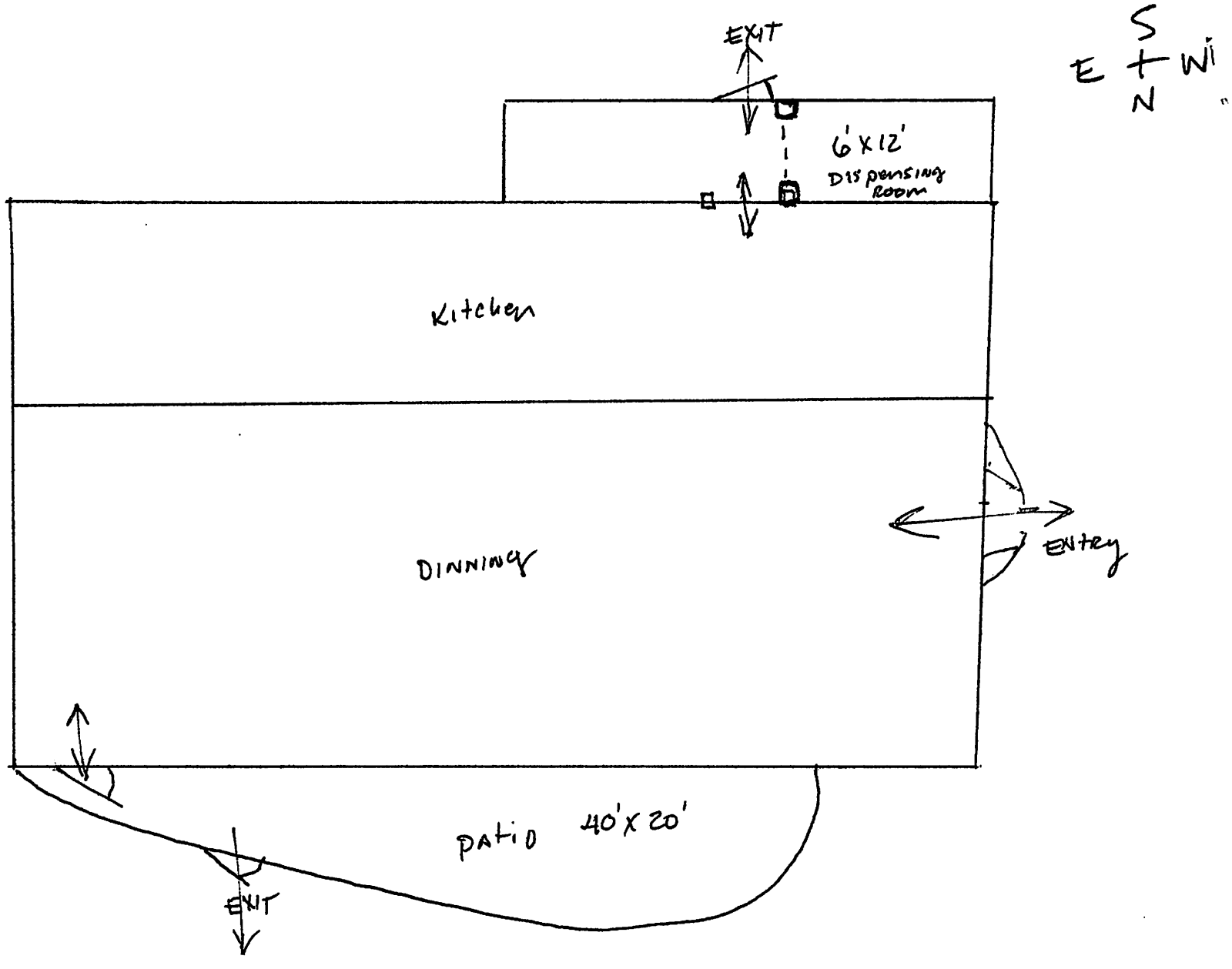
Applicant Name: ANCHO'S, LLC

____ **Please renew our outdoor serving area.**

X **I am requesting approval of a new outdoor serving area (not previously approved).**

If requesting approval of a new area, or if you have made changes to the current area, please provide a detailed drawing:

Ancho's, LLC
Cody wy.



ORDINANCE 2017-13

AN ORDINANCE PROVIDING FOR THE AMOUNT OF TAX LEVY FOR THE CITY OF CODY, WYOMING FOR THE FISCAL YEAR ENDING JUNE 30, 2018.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF CODY, WYOMING:

SECTION 1: That the amount of General Tax for the fiscal year ending June 30, 2018 necessary to meet the current expenses for the City of Cody, together with and including the necessary tax for interest and indebtedness for said year, and the same is hereby fixed and determined to be eight (8) mills upon all assessable property to be within the City of Cody, Wyoming.

SECTION 2. That said levy is hereby declared to be distributed as follows:

General Fund .008

SECTION 3. That said Ordinance shall be in full force and effect from and after its passage and publications as provided by law.

PASSED ON FIRST READING 6/6/17

PASSED ON SECOND READING: _____

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

_____
Matt Hall, Mayor

ATTEST:

_____
Cynthia Baker
Administrative Services Officer

ORDINANCE 2017-14

AN ORDINANCE PROVIDING FOR THE ANNUAL APPROPRIATION OF MONEY FOR THE MAINTENANCE OF THE CITY OF CODY, WYOMING FOR THE FISCAL YEAR ENDING JUNE 30, 2018.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CODY, WYOMING THAT:

SECTION 1. There is hereby appropriated for the purpose of operating the City of Cody, Wyoming, and paying all expenses thereof, the sum of $32,792,833.

SECTION 2. The City anticipates having $33,930,343 available in revenue and $20,762,027 in cash reserves during the coming year from the following sources and it is appropriated from the funds of said City for the ensuing year the sum of $32,792,833 or as much as may be necessary for the following purposes, to wit:

Fund	Total Estimated Cash Available For Budget	Total Estimated Revenue Available	Estimated Total Cash Plus Revenues	Estimated Total Requirements for Appropriation
General Fund	$6,824,636	$10,522,736	$17,347,371	$10,577,598
Vehicle Replacement Fund	$2,758,154	$429,741	$3,187,895	$537,250
Lodging Tax Fund	$29,500	$127,000	$156,500	$156,265
Specific Purpose Tax Fund	$192,306	$2,307,672	$2,499,978	$504,400
Solid Waste Fund	$2,534,686	$2,299,491	$4,834,176	$2,339,644
Water Fund	$3,377,183	$3,616,201	$6,993,383	$3,375,422
Wastewater Fund	$1,901,553	$2,000,898	$3,902,451	$2,265,607
Electric Fund	$3,144,009	$12,626,605	$15,770,614	$13,036,648
Total City Appropriation	$20,762,027	$33,930,343	$54,692,370	$32,792,833

General Fund		Vehicle Replacement Fund	$537,250
Mayor - Council	$487,938		
City Administrator	$155,224	Lodging Tax Fund	$156,265
Administrative Services	$1,358,491		
Police	$3,038,975	Specific Purpose Tax Fund	$504,400
Parks Maintenance	$895,761		
Public Facilities	$509,993	Solid Waste Fund	$2,339,644
Recreation Center	$1,071,845		
Aquatics	$778,122	Water Fund	$3,375,422
Community Development	$610,018		
Streets	$1,358,826	Wastewater Fund	$2,265,607
Vehicle Maintenance	$312,405		
Total General Fund	$10,577,598	Electric Fund	$13,036,648

PASSED ON FIRST READING: 6/6/17

PASSED ON SECOND READING: _____

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

_____

_____

_____

Matt Hall, Mayor

ATTEST:

_____

Cynthia Baker, Administrative Services Officer