

City of Cody City Council
AGENDA

Tuesday, June 19, 2012 - 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

APPA 2011 Electric Utility Safety Award

Introduction and Oath of Office – Police Officer - Eric Wright

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: Special Meeting Minutes on 5/31/12, and Regular Meeting Minutes on 6/5/2012.
- b. Approval of vouchers and payroll in the amount of \$1,449,245.86.
- c. Approve extending the street closure, authorized at the May 15th meeting, made by First Bank of Wyoming -100th Year in Business Celebration on August 5th from 10:00 am to 8:00 am.
- d. Award Quote 2012-05 Fuel to Homax Oil Sales, partnering with Conoco County Store.
- e. Consider a request from Gail Nace of the Silver Dollar Bar to allow retail liquor license holders to operate with modified hours on June 30th, July 2nd, and 3rd, 2012 allowing retail liquor license holders to stay open until 4 a.m. conditional upon those who intend to operate until 4 a.m. must notify the City of Cody Administrative Services Officer of this intent by June 22, 2012, 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.
- f. Consider a request from Ken Posey and Mike Shotts to close 16th Street between Sheridan and Beck Avenue on August 11th from 7:00 a.m. to 4:00 p.m. for the 1st Annual Cody Country Car Show with conditions outlined by staff.
- g. Consider a request to adopt the 2011 International Mountain Bike Association (IMBA) – Trail Solutions conceptual plan for Beck Lake Mountain Bike Park.
- h. Authorize the Mayor to submit a letter of support for a 40-unit apartment project by Summit Housing Group in the Fenex Subdivision.
- i. Consider the request from Park County Animal Shelter to install a new cat

pen, storage shed and related improvements on City property.

2. **Public Comments:** The City Council welcomes input from the public. In order for everyone to be heard, please limit your comments to five (5) minutes per person. The Guidelines for the Conduct of City Council Meetings do not allow action to be taken on public comments.
3. **Public Hearing**
 - a. A Public Hearing to determine if it is in the public interest to consider and approve the Fiscal Year 2012-2013 budget for the City of Cody.
 - b. A Public Hearing to determine if it is in the public interest to renew 21 retail liquor licenses, 12 restaurant liquor licenses, 2 bar & grill liquor licenses, 3 limited (club) retail licenses and 1 Winery Permit for the period of August 1, 2012 through July 31, 2013.
 - c. A Public Hearing to determine if it is in the public interest to consider a zone change from “B” Residential to “D-2” General Business “self-limiting” use for only Professional Offices for Gee Properties, LLC for the property located at 702 and 708 Platinum Avenue.
4. **Conduct of Business**
 - a. Consider renewing 21 retail liquor licenses, 12 restaurant liquor licenses, 2 bar & grill liquor licenses, 3 limited (club) retail licenses and 1 Winery Permit for the period of August 1, 2012 through July 31, 2013, including in the renewal 15 outdoor serving areas as identified.
Staff Reference: Sara Wead, Assistant Administrative Services Officer
 - b. Consider approving a request for a zone change from “B” Residential to “D-2” General Business “self-limiting” use for only Professional Offices for Gee Properties, LLC for the property located at 702 and 708 Platinum Avenue and direct staff to prepare an ordinance for the zone change.
Staff Reference: Todd Stowell, City Planner
Spokesperson: Allen Gee and/or Laurence Stinson
 - c. Consider a request to approve a pawnbroker license for Bob Carter of Outdoor Sports Center located at 1138 12th Street contingent upon receiving a copy of a valid State of Wyoming Pawnbroker license.
Staff Reference: Sara Wead, Assistant Administrative Services Officer
Spokesperson: Bob Carter, Outdoor Sports Center
 - d. **RESOLUTION 2012-13**
A RESOLUTION SUPPORTING A ONE PERCENT EXCISE TAX FOR INFRASTRUCTURE IMPROVEMENTS.

Staff Reference: Scott Kolpitzke, City Attorney

e. RESOLUTION 2012-16

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE PROJECT DOCUMENTS APPROVING PARTICIPATION, ACCEPTING THE FINANCING PACKAGE, AND APPROVING THE REPAIR AND MAINTENANCE ACCOUNT FOR THE CODY WATER TRANSMISSION PIPELINE PROJECT, ON BEHALF OF THE GOVERNING BODY OF THE CITY OF CODY.

Staff Reference: Steve Payne, Public Works Director

f. RESOLUTION 2012-18

A RESOLUTION DESIGNATING OFF-LEASH AREAS FOR DOGS WITHIN THE CITY OF CODY WYOMING.

Staff Reference: Rick Manchester, Parks, Public Facilities and Recreation Director

**g. ORDINANCE 2012-11 3rd and Final Reading as amended
AN ORDINANCE PERTAINING TO THE USE OF A ONE PERCENT (1%) EXCISE TAX FOR THE CITY OF CODY WYOMING.**

Staff Reference: Scott Kolpitzke, City Attorney

**h. ORDINANCE 2012-12 3rd 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, 2013.**

Staff Reference: Leslie Brumage, Finance Officer

**i. ORDINANCE 2012- 13 3rd 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, 2013.**

Staff Reference: Leslie Brumage, Finance

j. RESOLUTION 2012-17

A RESOLUTION AUTHORIZING AN INTERFUND LOAN FROM THE GENERAL FUND TO THE LODGING TAX FUND IN AN AMOUNT NOT TO EXCEED \$89,000.

Staff Reference: Leslie Brumage, Finance Officer

5. Tabled Items

6. Matters from Staff Members

7. Matters from Council Members

Adjournment

Upcoming Meetings

Special City Council Meeting: Thursday, June 28, 2012 @ 5:00 p.m. – Council Chambers

Regular City Council Meeting: CANCELLED. – Council Chambers

Special City Council Meeting: Thursday, July 12, 2012 @ 4:15 p.m. – Council Chambers

City of Cody
Council Proceedings
Thursday, May 31, 2012

A special meeting of the Cody City Council was held in City Council Chambers at City Hall in Cody, Wyoming on Thursday, May 31, 2012 at 4:15 p.m.

Present: Mayor Nancy Tia Brown , Council Members Steve Miller, Donny Anderson, Jerry Fritz, Bryan Edwards, Stan Wolz and Charles Cloud, City Administrator, Jenni Rosencranse, City Attorney, Scott Kolpitcke, and Administrative Services Officer, Cindy Baker

Absent: None

Mayor Brown called the meeting to order at 4:18 p.m.

Steve Payne, Public Works Director provided the Governing Body with information on the de-icer option the City proposes to use this winter. Staff was directed to pursue this product for this coming winter and report back to the Governing Body.

Jenni Rosencranse, City Administrator, discussed with the Governing Body garage sale signs. Staff was directed to continue with the process that has been established, investigate some options and revisit this issue in about six weeks.

The Governing Body discussed the agenda for June 5, 2012 Council Meeting. No action was taken.

The Governing Body interviewed applicants for the Veterans Memorial Park Committee as follows:

Larry Coleman – Vietnam War Veteran
O. Meredith Peart – Vietnam War Veteran
Linda Schoening-Sparks - Member at Large
Eric Rydbom – War on Terror Veteran
Rodney Oliver – War on Terror Veteran

No action was taken.

There being no further discussion, the meeting adjourned at 6:44 p.m.

Cynthia Baker
Administrative Services Officer

Nancy Tia Brown
Mayor

City of Cody
Council Proceedings
Tuesday, June 5, 2012

A regular meeting of the Cody City Council was held in the Council Chambers at City Hall in Cody, Wyoming on Tuesday, June 5, 2012 at 7:00 p.m.

Present: Mayor Nancy Tia Brown, Council Members Steve Miller, Stan Wolz, Bryan Edwards, Donny Anderson, Jerry Fritz and Charles Cloud, City Administrator, Jenni Rosencranse, City Attorney, Scott Kolpitcke, and Administrative Services Officer, Cindy Baker

Absent: None

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

Council Member Miller made a motion seconded by Council Member Wolz to approve the agenda. Vote was unanimous.

Wyoming State Reading Council Young Authors State Winners were recognized during Mayor's Recognition:

Kinley Bollinger – 2nd Grade-Sunset-Poetry-Honorable Mention
Bailey Canfield – 3rd Grade-Sunset-Poetry-Honorable Mention
Nathan Whalen – 5th Grade-Sunset-Non-Fiction-Honorable Mention
Emilie Edwards – 5th Grade-Eastside-Fiction-1st Place
Sundre Winslow – 5th Grade – Home School-Poetry-Honorable
Abigail Solie – 9th Grade-Home School-Fiction-Honorable Mention
Zach Fowler – 11th Grade-Home School-Fiction-1st Place

Rick Manchester, Parks, Facilities and Recreation Director introduced Tim Latham, Parks Maintenance Worker I and Andrew Johnston, Public Facilities Supervisor as new employees to the City of Cody.

Council Member Miller made a motion seconded by Council Member Anderson to approve the Consent Calendar including approval of Minutes of the Special Meeting from 05/10/12, 05/21/12, 05/22/12 and 5/24/12 and Regular Meeting Minutes from 5/15/12, approve vouchers and payroll in the amount of \$1,143,851.89, approve the request from West Park Hospital and the Park County Animal Shelter to utilize a variety of City streets on August 18, 2012 beginning at 8:00 a.m. for a Tails to Trails 5K Fitness Run/Walk event conditional that the event hosts' must work closely with City Staff to ensure traffic flow and safety of the route proposed, and West Park Hospital must provide proof of liability insurance, approve the 4th Annual Run for Hope sponsored by the Cody Soroptimist Club to be held on Saturday, October 6, 2012 at 10:00 a.m., authorize the Cody Police Department to assist with traffic control during the event, and require proof of insurance, award Bid No. 2012-04 for sale of surplus transformers to T&R Electric Supply Company for a price of \$28,446.25, approve the Stampede Parades on the 2nd, 3rd and 4th of July and sponsor the \$100 permit fee per parade and require the Stampede Parade Committee to provide proof of insurance for all three parades. Vote was unanimous.

Council Member Miller made a motion seconded by Council Member Cloud to approve a parking variance for the V.F.W. to waive the requirement of nine parking spaces due to the addition of a 15' by 28' addition to the V.F.W. building at 12th Street as recommended by the Planning, Zoning and Adjustment Board at their May 22, 2012 meeting. Vote was unanimous.

Council Member Fritz made a motion seconded by Council Member Edwards to adopt a rental fee for the Band Shell sound system. Vote was unanimous.

Motion failed as there being no motion to waive the reserve price of three auction items and accept the highest bids. Council recommendation for staff was to proceed with sale of these items for their salvage value.

Council Member Miller made a motion seconded by Council Member Wolz to approve the list of proposed special funding allocations for FY12-13 and include the funding in the FY12-13 Budget. Vote was unanimous.

**ORDINANCE 2012-12 – FIRST READING
AN ORDINANCE PROVIDING FOR THE AMOUNT OF TAX LEVY FOR
THE CITY OF CODY, WYOMING FOR THE FISCAL YEAR ENDING
JUNE 30, 2013.**

Council Member Wolz made a motion seconded by Council Member Anderson to approve Ordinance 2012-12 on first reading. Vote was unanimous.

**ORDINANCE 2012-13 – 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, 2013.**

Council Member Miller made a motion seconded by Council Member Fritz to approve Ordinance 2012-13 on first reading. Vote was unanimous.

**ORDINANCE 2012-11 SECOND READING
AN ORDINANCE PERTAINING TO THE USE OF A ONE PERCENT (1%)
EXCISE TAX FOR THE CITY OF CODY, WY.**

Council Member Fritz made a motion seconded by Council Member Cloud to approve Ordinance 2012-11 on second reading. Vote was unanimous.

**ORDINANCE 2012-10 THIRD AND FINAL READING
AN ORDINANCE AMENDING TITLE 5, CHAPTER 3, SECTION 6 OF THE
CODY CITY CODE PERTAINING TO ANIMALS AT LARGE.**

Council Member Fritz made a motion seconded by Council Member Miller to approve Ordinance 2012-10 on third and final reading. Vote was unanimous.

There being no further business, Mayor Brown adjourned the meeting at 8:07 p.m.

Cindy Baker
Administrative Services Officer

Nancy Tia Brown
Mayor

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
813-NCPERS WYOMING							
125412							
	060112	PREMIUM	06/01/2012	400.00	400.00	06/01/2012	
Total 125412:				400.00	400.00		
A-1 ELECTRIC							
200							
	02544	VETERAN'S MEMORIAL PARK	05/31/2012	283.40	283.40	06/20/2012	
Total 200:				283.40	283.40		
ACE HARDWARE							
2390							
	231142	PAINT SUPPLIES	05/07/2012	30.98	30.98	06/20/2012	
	231207	PAINT FOR OFFICE	05/07/2012	26.99	26.99	06/20/2012	
	231374	GLUE	05/09/2012	4.99	4.99	06/20/2012	
	232482	SHOP SUPPLIES	05/21/2012	109.94	109.94	06/20/2012	
	232713	SPRINKLER REPAIR	05/23/2012	2.49	2.49	06/20/2012	
	232737	LANDSCAPE SUPPLIES	05/23/2012	12.99	12.99	06/20/2012	
	232752	SUPPLIES	05/23/2012	.40	.40	06/20/2012	
	232802	SPRINKLER REPAIR	05/24/2012	7.78	7.78	06/20/2012	
	232832	SHOP SUPPLIES	05/24/2012	14.47	14.47	06/20/2012	
	232873	RAW WATER REPAIRS	05/24/2012	28.92	28.92	06/20/2012	
	232878	SHOP SUPPLIES	05/24/2012	7.49	7.49	06/20/2012	
	232918	SUPPLIES FOR SAND BAGS	05/25/2012	30.96	30.96	06/20/2012	
	232928	REPAIR TOILET	05/25/2012	27.96	27.96	06/20/2012	
	233020	REPAIRS TO BUILDING	05/26/2012	4.49	4.49	06/20/2012	
	233132	SHELVES	05/29/2012	549.95	549.95	06/20/2012	
	233204	SHOP SUPPLIES	05/30/2012	14.99	14.99	06/20/2012	
	233215	FIRE SYSTEMS BATTERIES	05/30/2012	21.98	21.98	06/20/2012	
	233216	ELEC TOOLS	05/30/2012	74.99	74.99	06/20/2012	
	233253	SUPPLIES	05/30/2012	1.98	1.98	06/20/2012	
	233262	SHOP SUPPLIES	05/30/2012	7.49	7.49	06/20/2012	
	233268	SPRINKLER REPAIRS	05/30/2012	.58	.58	06/20/2012	
	233314	ST LIGHT REPAIR - 31ST ST	05/31/2012	52.98	52.98	06/20/2012	
	233325	MARKING PAINT	05/31/2012	7.49	7.49	06/20/2012	
	233402	SPRINKLER REPAIRS	05/31/2012	1.29	1.29	06/20/2012	
	233417	MATERIAL & SUPPLIES	05/31/2012	17.27	17.27	06/20/2012	
	233457	EXIT LIGHT - NICHOL MALL	06/01/2012	14.98	14.98	06/20/2012	
	233464	SHOP SUPPLIES	06/01/2012	20.48	20.48	06/20/2012	
	233483	PAINT MACHINE PARTS	06/01/2012	27.99	27.99	06/20/2012	
	233490	CLEANING SUPPLIES	06/01/2012	19.98	19.98	06/20/2012	
	233500	PAINT	06/01/2012	27.98	27.98	06/20/2012	
	233891	TRASH CANS	06/06/2012	51.98	51.98	06/20/2012	
	234113	FLAGGING TAPE / STRING	06/08/2012	57.83	57.83	06/20/2012	
Total 2390:				1,283.06	1,283.06		
ACKER ELECTRIC							
270							
	27485	BOB MOORE PARKING LOT	05/30/2012	5,800.00	5,800.00	06/20/2012	
Total 270:				5,800.00	5,800.00		
ADVANCED INFO SYSTEMS							

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
129162							
	9516	CYCLE 3 OUTSOURCE UTILTIY	05/30/2012	476.20	476.20	06/20/2012	
	9533	CYCLE 4 OUTSOURCE BILLS	05/31/2012	288.09	288.09	06/20/2012	
Total 129162:				764.29	764.29		
ALDRICH LUMBER CO							
450							
	401198	4 X 4 POSTS	05/21/2012	23.89	23.89	06/20/2012	
	401314	SHOP EQUIPMENT	05/23/2012	11.59	11.59	06/20/2012	
	401517	REPAINT SIGNS IN PARKS	05/29/2012	128.99	128.99	06/20/2012	
	401561	CHALK - ATHELIC FIELDS	05/30/2012	309.38	309.38	06/20/2012	
	401581	TRAIL WASHOUT BOARD SPIK	05/30/2012	8.29	8.29	06/20/2012	
	401789	PAINT TRUCK SUPPLIES	06/01/2012	3.75	3.75	06/20/2012	
Total 450:				485.89	485.89		
ALLISON, JAMES							
123787							
	052412	ALTERNATE JUDGE	05/24/2012	300.00	300.00	06/20/2012	
Total 123787:				300.00	300.00		
ALSCO							
126551							
	836014	TOWELS	05/28/2012	98.45	98.45	06/20/2012	
	837840	TOWELS	06/04/2012	31.18	31.18	06/20/2012	
Total 126551:				129.63	129.63		
AMERICAN FAMILY LIFE ASSUR							
550							
	060112	PREMIUM	06/01/2012	2,270.66	2,270.66	06/01/2012	
Total 550:				2,270.66	2,270.66		
AMERICAN PUBLIC POWER ASSN							
610							
	220795	WEBINAR - BERT POND	05/22/2012	89.00	89.00	06/20/2012	
Total 610:				89.00	89.00		
AMERICAN WELDING & GAS, INC.							
128592							
	01758891	SUPPLIES	05/24/2012	10.26	10.26	06/20/2012	
	01758892	CO2	05/24/2012	34.44	34.44	06/20/2012	
	01761505	CO2	05/29/2012	34.44	34.44	06/20/2012	
	01763020	WELDING TIP	05/30/2012	4.06	4.06	06/20/2012	
	01764727	LAWN MOVER BLADE SHARPE	05/31/2012	20.16	20.16	06/20/2012	
	01768019	SUPPLIES	05/31/2012	54.25	54.25	06/20/2012	
	01780319	CO2	06/01/2012	34.44	34.44	06/20/2012	
Total 128592:				192.05	192.05		
ANDERSON MASONRY, LLC							
710							
	1817	VETERAN'S MEMORIAL PARK	05/23/2012	1,700.00	1,700.00	06/20/2012	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 710:				1,700.00	1,700.00		
APPLIED GRAPHICS							
123465							
	4825	CHANGE FACILITY HOURS AT	05/30/2012	30.00	30.00	06/20/2012	
Total 123465:				30.00	30.00		
ASPHALT ZIPPER INC							
126865							
	23340	CARBIDE BITS FOR ZIPPER	05/17/2012	749.50	749.50	06/20/2012	
	23361	SKID FEET FOR ZIPPER	05/21/2012	632.00	632.00	06/20/2012	
Total 126865:				1,381.50	1,381.50		
BARN FEED AND PET							
972							
	228682	DOG FOOD - ABBY	05/24/2012	40.15	40.15	06/20/2012	
	229396	DOG FOOD - ABBY	06/08/2012	108.40	108.40	06/20/2012	
Total 972:				148.55	148.55		
BEAR CO, INC							
1010							
	164638	TIRES - TURF SWEEPER	05/01/2012	419.00	419.00	06/20/2012	
	164650	TIRES - B45	05/02/2012	298.00	298.00	06/20/2012	
	164663	TIRE REPAIR	05/02/2012	66.00	66.00	06/20/2012	
	164665	TIRE REPAIR	05/02/2012	66.00	66.00	06/20/2012	
	164683	TIRE REPAIR - I03	05/03/2012	33.00	33.00	06/20/2012	
	164830	TIRES - B17	05/10/2012	756.00	756.00	06/20/2012	
	164858	REAR TIRES - B44	05/11/2012	836.00	836.00	06/20/2012	
	165058	LOADER TIRE REPAIR	05/21/2012	209.00	209.00	06/20/2012	
	165088	8 TRUCK RECAPS	05/22/2012	1,621.60	1,621.60	06/20/2012	
	165121	TIRE REPAIR - TUBE	05/23/2012	14.50	14.50	06/20/2012	
	165187	TIRE REPAIR - I09	05/25/2012	31.50	31.50	06/20/2012	
Total 1010:				4,350.60	4,350.60		
BIG HORN GLASS							
1160							
	32654	RACQUETBALL GLASS	05/29/2012	800.00	800.00	06/20/2012	
Total 1160:				800.00	800.00		
BIG HORN REDI-MIX INC							
1190							
	361176	VETERAN'S PARK (LESS SALES	04/30/2012	144.00	144.00	06/20/2012	
Total 1190:				144.00	144.00		
BIG HORN WHOLESALE							
1210							
	2815	RESTROOM SUPPLIES	05/23/2012	307.72	307.72	06/20/2012	
	2866	ANNUAL SIDEWALK WASH BRE	05/30/2012	50.91	50.91	06/20/2012	
	2924	GARBAGE BAGS	06/01/2012	24.60	24.60	06/20/2012	
	2924	GARBAGE BAGS	06/01/2012	24.60	24.60	06/20/2012	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
	2924	GARBAGE BAGS	06/01/2012	24.60	24.60	06/20/2012	
	2924	GARBAGE BAGS	06/01/2012	24.60	24.60	06/20/2012	
	2951	MATERIALS & SUPPLIES	06/05/2012	651.57	651.57	06/20/2012	
Total 1210:				1,108.60	1,108.60		
BLOEDORN LUMBER							
1590							
	520744	SUPPLIES TO PAINT OFFICE	05/15/2012	14.94	14.94	06/20/2012	
	532755	BOB MOORE PARKING BLOCK	05/21/2012	112.70	112.70	06/20/2012	
Total 1590:				127.64	127.64		
BOONE'S MACHINE SHOP							
1400							
	3365	ROCK BUCKET RENTAL	05/17/2012	180.00	180.00	06/20/2012	
Total 1400:				180.00	180.00		
BORDER STATES INDUSTRIES INC							
1420							
	904058944	WEST STRIP STREET LIGHTS	05/25/2012	297.87	297.87	06/20/2012	
	904086129	62 Xfmr 1 ph 25 KVA O/H 277/48	06/01/2012	1,461.68	1,461.68	06/20/2012	TRF251O27/48
Total 1420:				1,759.55	1,759.55		
BRENNAN, ANGELA							
129384							
	053112	DEPOSIT REFUND	05/31/2012	33.03	33.03	06/20/2012	
Total 129384:				33.03	33.03		
BRESNAN COMMUNICATIONS							
123538							
	052012-CH	INTERNET - CITY HALL	05/20/2012	99.95	99.95	06/20/2012	
	060212-SHOP	INTERNET - SHOP	06/02/2012	150.15	150.15	06/20/2012	
Total 123538:				250.10	250.10		
BRUCO INC							
1550							
	300431	MATERIAL & SUPPLIES	05/24/2012	324.78	324.78	06/20/2012	
Total 1550:				324.78	324.78		
BSN SPORTS							
129334							
	4142291	FENCE POSTS FOR SOFTBALL	05/25/2012	859.91	859.91	06/20/2012	
Total 129334:				859.91	859.91		
C & C WELDING							
1690							
	14889	CUTTING EDGE INSTALL	05/24/2012	375.00	375.00	06/20/2012	
	14900	BALER REPAIR	05/24/2012	194.88	194.88	06/20/2012	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 1690:				569.88	569.88		
CARQUEST AUTO PARTS							
10200							
	192403	REPAIR PARTS	05/01/2012	.99	.99	06/20/2012	
	192525	REPAIR PARTS	05/02/2012	4.10	4.10	06/20/2012	
	192591	REPAIR PARTS	05/03/2012	5.27	5.27	06/20/2012	
	192601	REPAIR PARTS	05/03/2012	11.37	11.37	06/20/2012	
	192629	REPAIR PARTS	05/03/2012	17.96	17.96	06/20/2012	
	192949	TOOLS	05/08/2012	6.03	6.03	06/20/2012	
	193051	REPAIR PARTS	05/09/2012	4.79	4.79	06/20/2012	
	193072	REPAIR PARTS	05/09/2012	61.81	61.81	06/20/2012	
	193077	CREDIT - REPAIR PARTS	05/09/2012	15.56-	15.56-	06/20/2012	
	193131	REPAIR PARTS	05/09/2012	9.15	9.15	06/20/2012	
	193539	REPAIR PARTS	05/15/2012	4.44	4.44	06/20/2012	
	193597	REPAIR PARTS	05/16/2012	101.16	101.16	06/20/2012	
	193847	REPAIR PARTS	05/18/2012	6.59	6.59	06/20/2012	
	193873	REPAIR PARTS	05/18/2012	6.99	6.99	06/20/2012	
	193943	REPAIR PARTS	05/21/2012	33.50	33.50	06/20/2012	
	193969	REPAIR PARTS	05/21/2012	62.08	62.08	06/20/2012	
	193973	CREDIT - REPAIR PARTS	05/21/2012	17.20-	17.20-	06/20/2012	
	194411	REPAIR PARTS	05/25/2012	27.10	27.10	06/20/2012	
	194516	REPAIR PARTS	05/29/2012	3.87	3.87	06/20/2012	
	194530	REPAIR PARTS	05/29/2012	4.10	4.10	06/20/2012	
	194705	REPAIR PARTS	05/31/2012	2,750.00	2,750.00	06/20/2012	
	194707	WELDING HELMET BATTERIES	05/31/2012	4.84	4.84	06/20/2012	
Total 10200:				3,093.38	3,093.38		
CDW GOVERNMENT, INC.							
124671							
	L035138	COMPUTER BUDGET - EARLY	05/23/2012	265.70	265.70	06/20/2012	
	L035138	COMPUTER BUDGET - EARLY	05/23/2012	1,467.08	1,467.08	06/20/2012	
	L120300	E07 I.T. BUDGET - PRE-BUY	05/25/2012	516.91	516.91	06/20/2012	
	L184425	I.T. BUDGET E04	05/29/2012	492.58	492.58	06/20/2012	
	L249897	I.T. BUDGET E04	05/30/2012	898.99	898.99	06/20/2012	
Total 124671:				3,641.26	3,641.26		
CENTURY LINK							
10091							
	060112	PHONE CHARGES	06/01/2012	1,148.11	1,148.11	06/20/2012	
Total 10091:				1,148.11	1,148.11		
CITY OF CODY							
2260							
	052412	UTILITIES	05/24/2012	2,303.41	2,303.41	06/20/2012	
	052412	UTILITIES	05/24/2012	46.84	46.84	06/20/2012	
	052412	UTILITIES	05/24/2012	1,285.48	1,285.48	06/20/2012	
	052412	UTILITIES	05/24/2012	3,450.05-	3,450.05-	06/20/2012	
	052412	UTILITIES	05/24/2012	653.90	653.90	06/20/2012	
	052412	UTILITIES	05/24/2012	2,917.06	2,917.06	06/20/2012	
	052412	UTILITIES	05/24/2012	8,751.20	8,751.20	06/20/2012	
	052412	UTILITIES	05/24/2012	1,612.79	1,612.79	06/20/2012	
	052412	UTILITIES	05/24/2012	400.51	400.51	06/20/2012	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
	052412	UTILITIES	05/24/2012	5,060.98	5,060.98	06/20/2012	
	052412	UTILITIES	05/24/2012	788.21	788.21	06/20/2012	
	052412	UTILITIES	05/24/2012	591.47	591.47	06/20/2012	
	052412	UTILITIES	05/24/2012	4,260.72	4,260.72	06/20/2012	
	060512	RESTITUTION FROM TIM ELDE	06/05/2012	2,993.50	2,993.50	06/20/2012	
	060812	UTILITIES	06/08/2012	1,384.28	1,384.28	06/20/2012	
	060812	UTILITIES	06/08/2012	142.80	142.80	06/20/2012	
	060812	UTILITIES	06/08/2012	122.24	122.24	06/20/2012	
	060812	UTILITIES	06/08/2012	1,523.69	1,523.69	06/20/2012	
	060812	UTILITIES	06/08/2012	19,007.28	19,007.28	06/20/2012	
	060812	UTILITIES	06/08/2012	46.75	46.75	06/20/2012	
Total 2260:				50,443.06	50,443.06		
CODY CAB							
129079							
	051912	TIPSY TAXI VOUCHERS (7)	05/19/2012	49.00	49.00	06/20/2012	
	052912	TIPSY TAXI VOUCHERS (12)	05/29/2012	84.00	84.00	06/20/2012	
	060712	TIPSY TAXI VOUCHERS (21)	06/07/2012	147.00	147.00	06/20/2012	
Total 129079:				280.00	280.00		
CODY CHAMBER OF COMMERCE							
124707							
	001122	CODY BUCKS - TOBACCO COM	06/06/2012	130.00	130.00	06/20/2012	
	001123	TOBACCO COMPLIANCE CHEC	06/07/2012	10.00	10.00	06/20/2012	
Total 124707:				140.00	140.00		
CODY ENTERPRISE							
2590							
	053112	ADVERTISING	05/31/2012	3,377.50	3,377.50	06/20/2012	
Total 2590:				3,377.50	3,377.50		
CODY WINNELSON COMPANY							
2850							
	118512-00	RAW WATER	05/18/2012	27.24	27.24	06/20/2012	
	118608-00	BRASS FITTINGS	05/22/2012	37.20	37.20	06/20/2012	
	118660-00	RAW WATER REPAIRS	05/23/2012	107.79	107.79	06/20/2012	
	118697-00	GALVANIZED FITTINGS	05/24/2012	17.03	17.03	06/20/2012	
	118769-00	RAW WATER VALVE BOXES	05/29/2012	95.95	95.95	06/20/2012	
Total 2850:				285.21	285.21		
COPENHAVER KATH KITCHEN KOLPIT							
3140							
	060412	LEGAL SERVICES	06/04/2012	6,091.67	6,091.67	06/20/2012	
Total 3140:				6,091.67	6,091.67		
CRIME REPORTS							
128704							
	15670	ANNUAL SUBSCRIPTION - ADMI	06/01/2012	2,388.00	2,388.00	06/20/2012	
	15700	ANNUAL SUBSCRIPTION - PUB	06/01/2012	1,188.00	1,188.00	06/20/2012	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 128704:				3,576.00	3,576.00		
CRUM ELECTRIC							
3300							
	1337310-00	BATTERIES	06/06/2012	37.00	37.00	06/20/2012	
	1339398-00	CABLE TIES	05/18/2012	51.38	51.38	06/20/2012	
	1340070-00	SUPPLIES	05/22/2012	145.68	145.68	06/20/2012	
	1341092-00	SUPPLIES	05/24/2012	49.74	49.74	06/20/2012	
	1341165-00	SUPPLIES	06/06/2012	55.08	55.08	06/20/2012	
	1341693-00	TOOLS	05/29/2012	10.45	10.45	06/20/2012	
	1341764-00	REPAIR BALLFIELD LIGHTS	05/29/2012	134.50	134.50	06/20/2012	
	1342523-00	TRACER WIRE	05/31/2012	86.95	86.95	06/20/2012	
	1342969-00	ST LIGHT REPAIRS 31ST ST	06/01/2012	159.88	159.88	06/20/2012	
	1343001-00	ST LIGHT REPAIRS 31ST ST	06/01/2012	44.95	44.95	06/20/2012	
	1343041-00	WALL REPAIR COVERS	06/01/2012	2.28	2.28	06/20/2012	
	1344314-00	NEW SERVICES	06/06/2012	232.48	232.48	06/20/2012	
Total 3300:				1,010.37	1,010.37		
DANA KEPNER COMPANY							
3410							
	2214471-00	Meter SPOOL PIECES	05/29/2012	263.27	263.27	06/20/2012	
Total 3410:				263.27	263.27		
DELL MARKETING							
3520							
	XFRW23712	I.T. BUDGET E04	05/28/2012	6,487.30	6,487.30	06/20/2012	
Total 3520:				6,487.30	6,487.30		
DIVISION OF VICTIM'S SERVICES							
124470							
	060512	CRIME VICTIM'S COMP - MAY 2	06/05/2012	1,125.82	1,125.82	06/20/2012	
Total 124470:				1,125.82	1,125.82		
DWF GROWER SUPPLY							
127634							
	761521-00	CONTROLLER FOR GREENHO	05/07/2012	1,372.00	1,372.00	06/20/2012	
Total 127634:				1,372.00	1,372.00		
EAGLE RECOVERY & TOWING							
126679							
	6963	TOW ROLLER TO SHOP	05/28/2012	253.00	253.00	06/20/2012	
Total 126679:				253.00	253.00		
ENERGY WEST							
2630							
	052912	UTILITIES	05/29/2012	80.93	80.93	06/20/2012	
	053112	UTILITIES - REC CENTER	05/31/2012	2,658.93	2,658.93	06/20/2012	
	7976.82	UTILITIES - REC CENTER AQUA	05/31/2012	7,976.82	7,976.82	06/20/2012	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 2630:				10,716.68	10,716.68		
FASTENAL COMPANY 01WYCDY							
126018							
	WYCDY41571	SHOVELS	05/17/2012	54.51	54.51	06/20/2012	
	WYCDY41664	SHOP SUPPLIES	05/23/2012	3.80	3.80	06/20/2012	
	WYCDY41788	CREDIT - RETURN HARD HATS	06/04/2012	73.13-	73.13-	06/20/2012	
	WYCDY41887	NUTS & BOLTS	06/06/2012	24.25	24.25	06/20/2012	
Total 126018:				9.43	9.43		
GABBERT TRUST, MARJORY							
129390							
	4219521	UTILITY REFUND	06/08/2012	24.45	24.45	06/20/2012	
Total 129390:				24.45	24.45		
GALLS, LLC							
123014							
	512187576	UNIFORMS - PD	06/17/2012	454.38	454.38	06/20/2012	
	512197745	UNIFORMS	05/17/2012	978.84	978.84	06/20/2012	
Total 123014:				1,433.22	1,433.22		
GONZALEZ, SHARON							
129221							
	14402021	DEPOSIT REFUND	06/04/2012	84.92	84.92	06/20/2012	
Total 129221:				84.92	84.92		
GOODYEAR PRINTING							
125939							
	6689	F1 CARDS	06/01/2012	198.00	198.00	06/20/2012	
Total 125939:				198.00	198.00		
GRAINGER							
4635							
	9827824591	LIGHT BULBS	05/14/2012	21.86	21.86	06/20/2012	
	9829826388	RETURN FOR CREDIT	05/16/2012	21.86-	21.86-	06/20/2012	
Total 4635:				.00	.00		
GREGORY, RACHEL LYANN							
129391							
	310	TOBACCO COMPLIANCE CHEC	06/02/2012	160.00	160.00	06/20/2012	
Total 129391:				160.00	160.00		
HARRIS TRUCKING & CONST. CO							
4780							
	122518	BEDDING MATERIAL	05/23/2012	187.45	187.45	06/20/2012	
	122553	BOB MOORE PARKING	05/31/2012	51,889.41	51,889.41	06/20/2012	
Total 4780:				52,076.86	52,076.86		

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
HEYDENBERK, TRAPP							
129033							
	10815	REIMBURSE FOR UNIFORMS	04/13/2012	71.63	71.63	06/20/2012	
Total 129033:				71.63	71.63		
HIGGINS, TAMMY							
129385							
	13400050	DEPSOIT REFUND	05/23/2012	66.76	66.76	06/20/2012	
Total 129385:				66.76	66.76		
HOLIDAY INN							
5000							
	22317	CONTRACTORS BOARD	05/24/2012	79.80	79.80	06/20/2012	
Total 5000:				79.80	79.80		
HOMAX OIL SALES, INC.							
129090							
	CL36354-IN	FUEL - ELEC DEPT	05/31/2012	1,247.23	1,247.23	06/20/2012	
	CL36354-IN	FUEL - ELEC DEPT	05/31/2012	1,370.24	1,370.24	06/20/2012	
	CL36354-IN	FUEL - WATER DEPT	05/31/2012	88.08	88.08	06/20/2012	
	CL36356-IN	FUEL - ADMIN	05/31/2012	273.75	273.75	06/20/2012	
	CL36363-IN	FUEL - SANITATION	05/31/2012	343.98	343.98	06/20/2012	
	CL36363-IN	FUEL - SANITATION	05/31/2012	6,828.28	6,828.28	06/20/2012	
	CL36363-IN	FUEL - STREETS	05/31/2012	90.81	90.81	06/20/2012	
	CL36364-IN	FUEL - WATER DEPT	05/31/2012	206.59	206.59	06/20/2012	
	CL36364-IN	FUEL - WATER DEPT	05/31/2012	1,038.75	1,038.75	06/20/2012	
	CL36365-IN	FUEL - SEWER	05/31/2012	818.50	818.50	06/20/2012	
	CL36365-IN	FUEL - SEWER	05/31/2012	513.85	513.85	06/20/2012	
Total 129090:				12,820.06	12,820.06		
HOTSY WY-MONT							
5100							
	3587	WASHER HOSE	05/31/2012	96.75	96.75	06/20/2012	
Total 5100:				96.75	96.75		
HOVLAND, BILL							
128911							
	88418	SOCKET TOOL	05/23/2012	61.75	61.75	06/20/2012	
	88418C	DEDUCT PMT ALREADY PAID	05/23/2012	33.50-	33.50-	06/20/2012	
Total 128911:				28.25	28.25		
I STATE TRUCK CENTER							
126019							
	C251109614:0	AIR COMPRESSOR C04	05/25/2012	1,231.91	1,231.91	06/20/2012	
	C251109684:0	PARTS C03	05/18/2012	88.78	88.78	06/20/2012	
	C251109938:0	PARTS C02	05/24/2012	170.60	170.60	06/20/2012	
	C253035569:0	AIR COMPRESSOR C04	05/14/2012	1,219.72	1,219.72	06/20/2012	
Total 126019:				2,711.01	2,711.01		

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
ICMA RETIREMENT-457-#303143							
5170							
	607476	Contributions	06/08/2012	5,312.79	5,312.79	06/08/2012	
Total 5170:				5,312.79	5,312.79		
JARVIS, GEORGE B							
127571							
	3190034	DEPOSIT REFUND	06/04/2012	39.67	39.67	06/20/2012	
Total 127571:				39.67	39.67		
JERRY'S ELECTRIC							
5510							
	060812	RETURN BID BOND 2012-04	06/08/2012	2,000.00	2,000.00	06/20/2012	
Total 5510:				2,000.00	2,000.00		
K MART							
5690							
	84560	SUPPLIES	05/31/2012	25.55	25.55	06/20/2012	
Total 5690:				25.55	25.55		
KEEGAN & WINSLOW LAW FIRM							
126040							
	060112	PROFESSIONAL FEES	06/01/2012	1,332.24	1,332.24	06/20/2012	
Total 126040:				1,332.24	1,332.24		
KENCO SECURITY & TECHNOLOGY							
9029							
	968320	CAMERA REPAIR	05/29/2012	70.00	70.00	06/20/2012	
Total 9029:				70.00	70.00		
KOIS BROTHERS EQUIPMENT							
5830							
	94032	SEWER JET BRAKE	05/17/2012	357.15	357.15	06/20/2012	
Total 5830:				357.15	357.15		
L.N. CURTIS & SONS							
127560							
	3122194-00	UNIFORMS	05/14/2012	233.86	233.86	06/20/2012	
	3122194-01	SQUAD ROOM SUPPLIES	05/31/2012	85.42	85.42	06/20/2012	
Total 127560:				319.28	319.28		
LAFOLLETTE, TRISHA							
129217							
	060512	RESTITUTION FROM MC-1101-0	06/05/2012	125.00	125.00	06/20/2012	
Total 129217:				125.00	125.00		
LANDIS FLOORING							

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
129377	638	REPAIR MINI GOLF CARPET	06/04/2012	570.00	570.00	06/20/2012	
Total 129377:				570.00	570.00		
LEGEND COMMUNICATIONS OF WY							
127743							
	053112	ADVERTISING	05/31/2012	357.00	357.00	06/20/2012	
Total 127743:				357.00	357.00		
LONG BUILDING TECH INC							
125191							
	SRVCE005830	REPAIR ICE MACHINE	05/23/2012	952.36	952.36	06/20/2012	
	SRVCE005831	REC CENTER CHILLER	05/23/2012	150.00	150.00	06/20/2012	
	SRVCE005831	REC CENTER CHILLER	05/23/2012	1,061.75	1,061.75	06/20/2012	
	SRVCE005836	EXHAUST FAN - REC CENTER	05/29/2012	100.00	100.00	06/20/2012	
Total 125191:				2,264.11	2,264.11		
MARQUIS AWARDS							
6300							
	22371	MEMORIAL PARK PLAQUES	05/18/2012	193.35	193.35	06/20/2012	
Total 6300:				193.35	193.35		
MIDLAND IMPLEMENT CO							
6640							
	671160001	SPRINKLER REPAIRS	05/24/2012	423.93	423.93	06/20/2012	
Total 6640:				423.93	423.93		
MOTOR PARTS INC							
6820							
	521497	REPAIR PARTS	05/07/2012	21.39	21.39	06/20/2012	
	521725	TIRE VALVES	05/09/2012	8.90	8.90	06/20/2012	
	521748	REPAIR PARTS	05/09/2012	29.37	29.37	06/20/2012	
	521872	REPAIR PARTS	05/10/2012	191.32	191.32	06/20/2012	
	521898	REPAIR PARTS	05/10/2012	12.26	12.26	06/20/2012	
	522007	REPAIR PARTS	05/11/2012	44.34	44.34	06/20/2012	
	522028	REPAIR PARTS	05/11/2012	3.99	3.99	06/20/2012	
	522255	REPAIR PARTS	05/14/2012	34.98	34.98	06/20/2012	
	522270	THREADLOCK	05/14/2012	13.99	13.99	06/20/2012	
	522311	DIESEL GAS CAN	05/14/2012	28.49	28.49	06/20/2012	
	522363	THREADSEAL	05/15/2012	7.69	7.69	06/20/2012	
	522401	REPAIR PARTS	05/15/2012	107.17	107.17	06/20/2012	
	522408	CREDIT FOR REPAIR PARTS	05/15/2012	12.00-	12.00-	06/20/2012	
	522419	REPAIR PARTS	05/15/2012	35.11	35.11	06/20/2012	
	522569	CLAMPS	05/16/2012	6.92	6.92	06/20/2012	
	522647	SWAMP COOLER - AUDITORIUM	05/17/2012	12.09	12.09	06/20/2012	
	522671	REPAIR PARTS	05/17/2012	190.34	190.34	06/20/2012	
	522681	REPAIR PARTS	05/17/2012	6.98	6.98	06/20/2012	
	522790	REPAIR PARTS	05/18/2012	15.28	15.28	06/20/2012	
	522797	REPAIR PARTS	05/18/2012	53.45	53.45	06/20/2012	
	523033	REPAIR PARTS	05/22/2012	55.42	55.42	06/20/2012	
	523055	SWAMP COOLER - AUDITORIUM	05/22/2012	46.26	46.26	06/20/2012	
	523221	REPAIR PARTS	05/23/2012	17.79	17.79	06/20/2012	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
	523249	OIL FILTER	05/23/2012	8.99	8.99	06/20/2012	
	523447	REPAIR PARTS	05/25/2012	15.69	15.69	06/20/2012	
	523584	GREASE GUN	05/29/2012	50.59	50.59	06/20/2012	
	523869	REPAIR PARTS	05/31/2012	79.86	79.86	06/20/2012	
Total 6820:				1,086.66	1,086.66		
MOUNTAIN WEST INC							
6930							
	022790	UNIFORMS	05/23/2012	116.49	116.49	06/20/2012	
	022837	UNIFORMS	06/04/2012	29.90	29.90	06/20/2012	
Total 6930:				146.39	146.39		
MURPHY, ERIC							
126143							
	#1	PROFESSIONAL SERVICES	06/08/2012	1,137.50	1,137.50	06/20/2012	
Total 126143:				1,137.50	1,137.50		
NORCO, INC.							
128948							
	09815957	SUPPLIES	05/31/2012	10.85	10.85	06/20/2012	
Total 128948:				10.85	10.85		
NORTHERN GARDENS							
7340							
	064783	ARBOR DAY	04/27/2012	267.90	267.90	06/20/2012	
	64529	VETERAN'S PARK	05/21/2012	771.85	771.85	06/20/2012	
	64530	VETERAN'S PARK	05/20/2012	1,358.95	1,358.95	06/20/2012	
	64531	VETERAN'S PARK	05/21/2012	513.00	513.00	06/20/2012	
	65442	VETERAN'S PARK	05/21/2012	1,360.00	1,360.00	06/20/2012	
Total 7340:				4,271.70	4,271.70		
NORTHWEST PIPE							
7400							
	1960300	SPRINKLER REPAIRS	05/30/2012	71.70	71.70	06/20/2012	
	1961115	SEWER LINE - 531 15TH ST	05/29/2012	344.25	344.25	06/20/2012	
Total 7400:				415.95	415.95		
NORTHWEST SIGN RECYCLING							
129058							
	1301	REFACE SIGNS	05/29/2012	125.87	125.87	06/20/2012	
Total 129058:				125.87	125.87		
OPTIMUM							
129339							
	060712-REC	INTERNET - REC CENTER	06/07/2012	152.75	152.75	06/20/2012	
Total 129339:				152.75	152.75		
O'REILLY AUTOMOTIVE, INC.							

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
128494							
	3726-184322	TURN SIGNAL SWITCH B16	05/30/2012	69.76	69.76	06/20/2012	
Total 128494:				69.76	69.76		
PARK COUNTY							
7670							
	687	LEC CONTRACT	05/24/2012	15,527.95	15,527.95	06/20/2012	
	687	LEC UTILITIES	05/24/2012	722.81	722.81	06/20/2012	
Total 7670:				16,250.76	16,250.76		
PARK COUNTY ANIMAL SHELTER							
5120							
	060112	ANIMAL SERVICE CONTRACT	06/01/2012	3,750.00	3,750.00	06/20/2012	
	060112	PAYMENT #32 ON UTILITY PER	06/01/2012	100.00-	100.00-	06/20/2012	
Total 5120:				3,650.00	3,650.00		
PARK COUNTY CIRCUIT COURT							
128493							
	060812	CV-2011-309	06/08/2012	262.00	262.00	06/08/2012	
Total 128493:				262.00	262.00		
PARK COUNTY LANDFILL							
129053							
	053112	LANDFILL CHARGES	05/31/2012	87,984.00	87,984.00	06/20/2012	
Total 129053:				87,984.00	87,984.00		
PARK COUNTY READY MIX							
7730							
	42782	CONCRETE	04/26/2012	93.13	93.13	06/20/2012	
	42842	SAND SLURRY	05/08/2012	126.36	126.36	06/20/2012	
	42937	SAND SLURRY	05/22/2012	418.18	418.18	06/20/2012	
Total 7730:				637.67	637.67		
PARK COUNTY SHERIFF							
7740							
	053112	INCARCERATION - MAY	05/31/2012	1,260.00	1,260.00	06/20/2012	
Total 7740:				1,260.00	1,260.00		
PEHRINGER, ANGELA							
129386							
	10072039	DEPOSIT REFUND	06/04/2012	37.84	37.84	06/20/2012	
Total 129386:				37.84	37.84		
PLANNED & ENGINEERED CONSTR.							
7978							
	061112	SEWER RETAINAGE	06/11/2012	4,341.00	4,341.00	06/20/2012	
Total 7978:				4,341.00	4,341.00		

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
POWER SYSTEMS							
127934							
	1307767	EXERCISE EQUIPMENT	05/23/2012	8,336.58	8,336.58	06/20/2012	
Total 127934:				8,336.58	8,336.58		
PRO-BUILD							
128149							
	924049	PAINT MACHINE SUPPLIES	05/23/2012	27.15	27.15	06/20/2012	
Total 128149:				27.15	27.15		
PROVIDENT LIFE & ACCIDENT INS							
128033							
	060612	PREMIUMS	06/06/2012	216.20	216.20	06/06/2012	
Total 128033:				216.20	216.20		
PUBLIC SURPLUS							
129043							
	362788	AUCTION FEES	05/31/2012	359.26	359.26	06/20/2012	
Total 129043:				359.26	359.26		
PURCHASE ADVANTAGE CARD							
430							
	004386	REC CENTER PROGRAMS	06/04/2012	18.75	18.75	06/20/2012	
	023173	MASTER PLAN OPEN HOUSE	05/23/2012	78.39	78.39	06/20/2012	
Total 430:				97.14	97.14		
R & B PROPERTIES LLC							
129350							
	15500020	DEPOSIT REFUND	06/05/2012	5.73	5.73	06/20/2012	
Total 129350:				5.73	5.73		
ROCKY MOUNTAIN POWER							
7570							
	052912	UTILITIES	05/29/2012	388.76	388.76	06/20/2012	
	052912	UTILITIES	05/29/2012	588.24	588.24	06/20/2012	
Total 7570:				977.00	977.00		
ROGER'S SPORT CENTER							
124586							
	36736	PARTS FOR PAINT MACHINE	05/10/2012	10.98	10.98	06/20/2012	
	37490	STARTER ROPE WEED EATER	05/25/2012	26.49	26.49	06/20/2012	
Total 124586:				37.47	37.47		
SAUL MINEROFF ELECTRONICS, INC							
126192							
	94794	INVESTIGATIONS	05/21/2012	575.00	575.00	06/20/2012	
Total 126192:				575.00	575.00		

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
SHERWIN-WILLIAMS COMPANY							
127725							
	7399-5	MARK SPRINKLER HEADS	05/31/2012	65.88	65.88	06/20/2012	
	7407-6	SIGN PAINTING IN PARKS	05/31/2012	280.94	280.94	06/20/2012	
Total 127725:				346.82	346.82		
SHOSHONE MUNICIPAL PIPELINE							
9130							
	060112	SMP WATER PURCHASES - MA	06/01/2012	131,003.50	131,003.50	06/20/2012	
Total 9130:				131,003.50	131,003.50		
SHOSHONE OFFICE SUPPLY							
9140							
	0089259	OFFICE SUPPLIES	05/25/2012	11.99	11.99	06/20/2012	
	0089278	TONER	05/25/2012	122.82	122.82	06/20/2012	
	0089318	MATERIALS & SUPPLIES	06/04/2012	22.27	22.27	06/20/2012	
	0089344	PENS	06/05/2012	3.56	3.56	06/20/2012	
	0089388	MATERIALS & SUPPLIES	06/05/2012	19.99	19.99	06/20/2012	
	0089401	PENS	06/07/2012	16.79	16.79	06/20/2012	
	0089427	TONERS	06/08/2012	409.99	409.99	06/20/2012	
Total 9140:				607.41	607.41		
SIRCHIE							
9300							
	0081116-IN	INVESTIGATION SUPPLIES	05/15/2012	1,820.84	1,820.84	06/20/2012	
Total 9300:				1,820.84	1,820.84		
SKOLNESS, BARBARA J							
129388							
	4098038	DEPOSIT REFUND	05/25/2012	10.66	10.66	06/20/2012	
Total 129388:				10.66	10.66		
SNOW CREST CHEMICALS							
128876							
	00128046	GLYCOL FOR CHILLERS - REC	05/15/2012	356.00	356.00	06/20/2012	
Total 128876:				356.00	356.00		
STEWART'S MERCANTILE							
127774							
	8287-102	BUDGET MEETING EXPENSE	05/21/2012	181.00	181.00	06/20/2012	
	8287-104	BUDGET MEETING EXPENSE	05/22/2012	165.00	165.00	06/20/2012	
Total 127774:				346.00	346.00		
STROUPE PEST CONTROL CO							
9635							
	060112-EL	PEST CONTROL - EL SHOP	06/01/2012	55.00	55.00	06/20/2012	
	060112-SHOP	PEST CONTROL - SHOP	06/01/2012	41.50	41.50	06/20/2012	
	060112-SHOP	PEST CONTROL - SHOP	06/01/2012	20.75	20.75	06/20/2012	
	060112-SHOP	PEST CONTROL - SHOP	06/01/2012	20.75	20.75	06/20/2012	
	060212-CH	PEST CONTROL - CITY HALL	06/02/2012	60.00	60.00	06/20/2012	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 9635:				198.00	198.00		
TACTICAL DESIGN LABS							
126615							
	8575	UNIFORMS	05/25/2012	76.00	76.00	06/20/2012	
Total 126615:				76.00	76.00		
THE UPS STORE							
6240							
	04624	SHIPPING	05/15/2012	9.44	9.44	06/20/2012	
	5248	CHEMICAL TESTING	05/29/2012	9.42	9.42	06/20/2012	
	5611	CHEMICAL TESTING	06/04/2012	28.88	28.88	06/20/2012	
	8699	CHEMICAL TESTING	06/01/2012	9.42	9.42	06/20/2012	
Total 6240:				57.16	57.16		
TIGER'S BOBCAT SERVICE							
129140							
	903205	VETERAN'S PARK	05/23/2012	1,155.00	1,155.00	06/20/2012	
Total 129140:				1,155.00	1,155.00		
TRIPLE L SALES							
9980							
	I-22184	SPRINKLER REPAIRS	05/24/2012	1.65	1.65	06/20/2012	
	I-22271	SPRINKLER REPAIRS	05/30/2012	25.62	25.62	06/20/2012	
	I-22285	SPRINKLER REPAIRS	05/30/2012	21.10	21.10	06/20/2012	
	I-22306	SPRINKLER REPAIRS	05/31/2012	4.68	4.68	06/20/2012	
	I-22307	NEW RECYCLE BUILDING	05/31/2012	81.22	81.22	06/20/2012	
Total 9980:				134.27	134.27		
UNUM LIFE INS - LTD							
127843							
	060112	LONG TERM DISABILITY - PRE	06/01/2012	2,408.36	2,408.36	06/01/2012	
Total 127843:				2,408.36	2,408.36		
UNUM LIFE INSURANCE - LIFE							
127935							
	060112	PREMIUM	06/01/2012	1,395.47	1,395.47	06/01/2012	
Total 127935:				1,395.47	1,395.47		
V F W CLUB							
10150							
	050212	FLAGS	05/02/2012	619.00	619.00	06/20/2012	
Total 10150:				619.00	619.00		
V-1 PROPANE							
10180							
	853014	FORKLIFT PROPANE	05/08/2012	20.79	20.79	06/20/2012	
	853049	FORKLIFT PROPANE	05/11/2012	20.15	20.15	06/20/2012	
	853085	FORKLIFT PROPANE	05/16/2012	24.31	24.31	06/20/2012	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
	853161	FORKLIFT PROPANE	05/23/2012	23.03	23.03	06/20/2012	
	853226	FORKLIFT PROPANE	05/30/2012	18.87	18.87	06/20/2012	
Total 10180:				107.15	107.15		
VAN DIEST SUPPLY CO.							
10225							
	132125	FERTILIZER FOR PARKS	05/25/2012	2,748.00	2,748.00	06/20/2012	
Total 10225:				2,748.00	2,748.00		
VERIZON							
124442							
	1085998728	CELL PHONE SERVICE	05/20/2012	1,510.21	1,510.21	06/20/2012	
	1085998728	POLICE WIRELESS DEVICES	05/20/2012	90.06	90.06	06/20/2012	
Total 124442:				1,600.27	1,600.27		
VERMONT SYSTEMS							
12300							
	36578	REC TRAC SOFTWARE	06/01/2012	1,524.00	1,524.00	06/20/2012	
	36578	REC TRAC SOFTWARE	06/01/2012	1,524.00	1,524.00	06/20/2012	
Total 12300:				3,048.00	3,048.00		
VISA							
10280							
	JUN 3444	MEETING EXPENSE - MAYOR	06/03/2012	43.53	43.53	06/20/2012	
	JUN 3444	MEETING EXPENSE - MAYOR	06/03/2012	24.54	24.54	06/20/2012	
	JUN 3444	MEETING EXPENSE - MAYOR	06/03/2012	37.36	37.36	06/20/2012	
	JUN 7438	TRAVEL / TRAINING EXPENSE -	06/03/2012	40.00	40.00	06/20/2012	
	JUN 7438	TRAVEL / TRAINING EXPENSE -	06/03/2012	14.58	14.58	06/20/2012	
	JUN 7438	TRAVEL / TRAINING EXPENSE -	06/03/2012	8.14	8.14	06/20/2012	
	JUN 7438	TRAVEL / TRAINING EXPENSE -	06/03/2012	11.66	11.66	06/20/2012	
	JUN 7438	TRAVEL / TRAINING EXPENSE -	06/03/2012	50.00	50.00	06/20/2012	
	JUN 7438	TRAVEL / TRAINING EXPENSE -	06/03/2012	13.03	13.03	06/20/2012	
	JUN 7438	TRAVEL / TRAINING EXPENSE -	06/03/2012	21.48	21.48	06/20/2012	
	JUN 7438	TRAVEL / TRAINING EXPENSE -	06/03/2012	37.76	37.76	06/20/2012	
	JUN 7438	TRAVEL / TRAINING EXPENSE -	06/03/2012	14.47	14.47	06/20/2012	
	JUN 7438	TRAVEL / TRAINING EXPENSE -	06/03/2012	9.29	9.29	06/20/2012	
	JUN 7438	TRAVEL / TRAINING EXPENSE -	06/03/2012	34.61	34.61	06/20/2012	
	JUN 7438	TRAVEL / TRAINING EXPENSE -	06/03/2012	7.28	7.28	06/20/2012	
	JUN 7438	TRAVEL / TRAINING EXPENSE -	06/03/2012	11.62	11.62	06/20/2012	
	JUN 7438	TRAVEL / TRAINING EXPENSE -	06/03/2012	7.19	7.19	06/20/2012	
	JUN 7438	TRAVEL / TRAINING EXPENSE -	06/03/2012	249.48	249.48	06/20/2012	
	JUN 7438	TRAVEL / TRAINING EXPENSE -	06/03/2012	18.48	18.48	06/20/2012	
	JUN 7438	TRAVEL / TRAINING EXPENSE -	06/03/2012	343.35	343.35	06/20/2012	
	JUN 7933	TRAVEL EXPENSE - BUILDING I	06/03/2012	78.86	78.86	06/20/2012	
	JUN 7933	WMPA BOARD MEETING	06/03/2012	31.50	31.50	06/20/2012	
	JUN 7933	WMPA BOARD MEETING	06/03/2012	4.64	4.64	06/20/2012	
	JUN 7933	WMPA BOARD MEETING	06/03/2012	34.08	34.08	06/20/2012	
	JUN 8385	UNIFORMS - PD	06/03/2012	202.10	202.10	06/20/2012	
	JUN 8385	UNIFORMS - PD	06/03/2012	251.16	251.16	06/20/2012	
	JUN 8385	MEMBERSHIP DUES	06/03/2012	44.00	44.00	06/20/2012	
	JUN 8385	UNIFORMS - PD	06/03/2012	159.70	159.70	06/20/2012	
	JUN 8385	UNIFORMS - PD	06/03/2012	264.87	264.87	06/20/2012	
	JUN 8393	GPS BATTERY	06/03/2012	46.30	46.30	06/20/2012	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
	JUN 8401	P & Z MEETING EXPENSE	06/03/2012	46.68	46.68	06/20/2012	
	JUN 8401	WELLNESS PROGRAM	06/03/2012	199.00	199.00	06/20/2012	
	JUN 8419	CREDIT VOUCHER - RETURN B	06/03/2012	239.20-	239.20-	06/20/2012	
	JUN 8419	ZUMBA FITNESS	06/03/2012	30.00	30.00	06/20/2012	
	JUN 8427	TRAVEL / TRAINING EXPENSE -	06/03/2012	16.74	16.74	06/20/2012	
	JUN 8427	TRAVEL / TRAINING EXPENSE -	06/03/2012	8.99	8.99	06/20/2012	
	JUN 8427	TRAVEL / TRAINING EXPENSE -	06/03/2012	18.10	18.10	06/20/2012	
	JUN 8427	TRAVEL / TRAINING EXPENSE -	06/03/2012	6.00	6.00	06/20/2012	
	JUN 8427	TRAVEL / TRAINING EXPENSE -	06/03/2012	8.99	8.99	06/20/2012	
	JUN 8427	TRAVEL / TRAINING EXPENSE -	06/03/2012	14.48	14.48	06/20/2012	
	JUN 8427	TRAVEL / TRAINING EXPENSE -	06/03/2012	5.60	5.60	06/20/2012	
	JUN 8427	TRAVEL / TRAINING EXPENSE -	06/03/2012	4.97	4.97	06/20/2012	
	JUN 8427	TRAVEL / TRAINING EXPENSE -	06/03/2012	19.07	19.07	06/20/2012	
	JUN 8427	TRAVEL / TRAINING EXPENSE -	06/03/2012	4.67	4.67	06/20/2012	
	JUN 8427	TRAVEL / TRAINING EXPENSE -	06/03/2012	10.10	10.10	06/20/2012	
	JUN 8427	TRAVEL / TRAINING EXPENSE -	06/03/2012	8.77	8.77	06/20/2012	
	JUN 8427	TRAVEL / TRAINING EXPENSE -	06/03/2012	9.57	9.57	06/20/2012	
	JUN 8427	TRAVEL / TRAINING EXPENSE -	06/03/2012	5.80	5.80	06/20/2012	
	JUN 8427	TRAVEL / TRAINING EXPENSE -	06/03/2012	11.17	11.17	06/20/2012	
	JUN 8427	TRAVEL / TRAINING EXPENSE -	06/03/2012	9.49	9.49	06/20/2012	
	JUN 8427	TRAVEL / TRAINING EXPENSE -	06/03/2012	4.67	4.67	06/20/2012	
	JUN 8427	TRAVEL / TRAINING EXPENSE -	06/03/2012	10.00	10.00	06/20/2012	
	JUN 8427	TRAVEL / TRAINING EXPENSE -	06/03/2012	4.67	4.67	06/20/2012	
	JUN 8427	TRAVEL / TRAINING EXPENSE -	06/03/2012	17.41	17.41	06/20/2012	
	JUN 8427	TRAVEL / TRAINING EXPENSE -	06/03/2012	8.70	8.70	06/20/2012	
	JUN 8427	TRAVEL / TRAINING EXPENSE -	06/03/2012	5.60	5.60	06/20/2012	
	JUN 8435	PRINTER / OFFICE UPGRADE	06/03/2012	576.97	576.97	06/20/2012	
	JUN 8450	TRAVEL / TRAINING EXPENSE -	06/03/2012	23.18	23.18	06/20/2012	
	JUN 8450	TRAVEL / TRAINING EXPENSE -	06/03/2012	53.00	53.00	06/20/2012	
	JUN 8450	TRAVEL / TRAINING EXPENSE -	06/03/2012	17.00	17.00	06/20/2012	
	JUN 8450	TRAVEL / TRAINING EXPENSE -	06/03/2012	7.25	7.25	06/20/2012	
	JUN 8450	TRAVEL / TRAINING EXPENSE -	06/03/2012	12.73	12.73	06/20/2012	
	JUN 8450	TRAVEL / TRAINING EXPENSE -	06/03/2012	12.34	12.34	06/20/2012	
	JUN 8450	TRAVEL / TRAINING EXPENSE -	06/03/2012	8.66	8.66	06/20/2012	
	JUN 8450	TRAVEL / TRAINING EXPENSE -	06/03/2012	9.37	9.37	06/20/2012	
	JUN 8450	TRAVEL / TRAINING EXPENSE -	06/03/2012	14.86	14.86	06/20/2012	
	JUN 8450	TRAVEL / TRAINING EXPENSE -	06/03/2012	12.81	12.81	06/20/2012	
	JUN 8450	TRAVEL / TRAINING EXPENSE -	06/03/2012	18.33	18.33	06/20/2012	
	JUN 8450	TRAVEL / TRAINING EXPENSE -	06/03/2012	30.61	30.61	06/20/2012	
	JUN 8450	TRAVEL / TRAINING EXPENSE -	06/03/2012	20.68	20.68	06/20/2012	
	JUN 8450	TRAVEL / TRAINING EXPENSE -	06/03/2012	10.37	10.37	06/20/2012	
	JUN 8450	TRAVEL / TRAINING EXPENSE -	06/03/2012	7.14	7.14	06/20/2012	
	JUN 8450	TRAVEL / TRAINING EXPENSE -	06/03/2012	26.29	26.29	06/20/2012	
	JUN 8450	TRAVEL / TRAINING EXPENSE -	06/03/2012	53.50	53.50	06/20/2012	
	JUN 8450	TRAVEL / TRAINING EXPENSE -	06/03/2012	6.99	6.99	06/20/2012	
	JUN 8450	TRAVEL / TRAINING EXPENSE -	06/03/2012	16.38	16.38	06/20/2012	
	JUN 8450	TRAVEL / TRAINING EXPENSE -	06/03/2012	10.75	10.75	06/20/2012	
	JUN 8450	TRAVEL / TRAINING EXPENSE -	06/03/2012	14.66	14.66	06/20/2012	
	JUN 8450	TRAVEL / TRAINING EXPENSE -	06/03/2012	27.30	27.30	06/20/2012	
	JUN 8450	TRAVEL / TRAINING EXPENSE -	06/03/2012	7.33	7.33	06/20/2012	
	JUN 8450	TRAVEL / TRAINING EXPENSE -	06/03/2012	15.23	15.23	06/20/2012	
	JUN 8450	TRAVEL / TRAINING EXPENSE -	06/03/2012	44.00	44.00	06/20/2012	
	JUN 8450	TRAVEL / TRAINING EXPENSE -	06/03/2012	27.55	27.55	06/20/2012	
	JUN 9433	ARC TRAINING	06/03/2012	210.00	210.00	06/20/2012	
Total 10280:				3,623.42	3,623.42		

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
WAL MART COMMUNITY BRC							
10330							
	00141	OFFICE / SQUAD ROOM SUPPL	06/07/2012	117.55	117.55	06/20/2012	
	02835	ASAP PROGRAM	05/23/2012	253.75	253.75	06/20/2012	
	04245	SUPPLIES	05/24/2012	74.28	74.28	06/20/2012	
	05063	COFFEE FOR SHOP	05/29/2012	37.92	37.92	06/20/2012	
	07720	CAMP SUPPLIES	06/06/2012	176.81	176.81	06/20/2012	
	07731	COMPUTER BACKUP- PD	06/08/2012	99.97	99.97	06/20/2012	
	09227	SUPPLIES	05/18/2012	37.66	37.66	06/20/2012	
	09227	MINERAL OIL	05/18/2012	14.16	14.16	06/20/2012	
	8208	I.T. SUPPLIES	05/30/2012	24.11	24.11	06/20/2012	
	8208	WIFI ROUTER	05/30/2012	28.97	28.97	06/20/2012	
Total 10330:				865.18	865.18		
WAYNE'S BOOT SHOP							
10430							
	052912	SAFETY BOOTS - ERIC ASAY	05/29/2012	180.00	180.00	06/20/2012	
Total 10430:				180.00	180.00		
WEBSTER MOTORS, INC							
10460							
	8541	A/C COMPRESSOR D03	05/18/2012	560.37	560.37	06/20/2012	
Total 10460:				560.37	560.37		
WESCO DISTRIBUTION INC							
10480							
	636675	SYSTEM REPAIRS	05/17/2012	86.00	86.00	06/20/2012	
Total 10480:				86.00	86.00		
WILD WEST CONSTRUCTION							
10615							
	042012	PAVE 11TH STREET	04/20/2012	6,445.00	6,445.00	06/20/2012	
Total 10615:				6,445.00	6,445.00		
WOLZ, STAN							
128339							
	01532D	REIMBURSE FOR FIRE BREAKF	06/01/2012	78.51	78.51	06/20/2012	
Total 128339:				78.51	78.51		
WOODWARD TRACTOR CO							
10660							
	76103	HYD FITTING - BACKHOE	03/16/2012	237.29	237.29	06/20/2012	
	77747	ST LIGHT REPAIR 31ST ST	05/30/2012	70.20	70.20	06/20/2012	
Total 10660:				307.49	307.49		
WORKERS COMPENSATION DIV							
10670							
	060112	CONTRIBUTIONS	06/01/2012	523.98	523.98	06/01/2012	
	060112		06/01/2012	23.12	23.12	06/01/2012	
	060112	CONTRIBUTIONS	06/01/2012	12,961.47	12,961.47	06/01/2012	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 10670:				13,508.57	13,508.57		
WRIGHT, ERIC							
129387							
	052212	REIMBURSE FOR SAFETY BOO	05/22/2012	184.95	184.95	06/20/2012	
Total 129387:				184.95	184.95		
WY CHILD SUPPORT #167207							
127631							
	060812	CHILD SUPPORT #167207/CV 1	06/08/2012	159.23	159.23	06/08/2012	
Total 127631:				159.23	159.23		
WYOMING DEPT OF TRANSPORTATION							
10805							
	0000050368	SHERIDAN AVE 29TH - 35TH	05/31/2012	1,250.65	1,250.65	06/20/2012	
Total 10805:				1,250.65	1,250.65		
WYOMING MUNICIPAL POWER AGENCY							
10920							
	053112	POWER PURCHASE - MAY 2012	05/31/2012	625,012.80	625,012.80	06/20/2012	
Total 10920:				625,012.80	625,012.80		
WYOMING RETIREMENT SYSTEM							
10950							
	060112	CONTRIBUTIONS -	06/01/2012	59,412.85	59,412.85	06/01/2012	
Total 10950:				59,412.85	59,412.85		
YELLOWSTONE REGIONAL AIRPORT							
11150							
	060112	JUNE FUNDING	06/01/2012	15,679.92	15,679.92	06/20/2012	
Total 11150:				15,679.92	15,679.92		
YORKKANSAS PROPERTIES LLC							
129389							
	3246028	DEPOSIT REFUND	06/07/2012	9.20	9.20	06/20/2012	
Total 129389:				9.20	9.20		
Grand Totals:				1,210,196.24	1,210,196.24		

Payroll = \$239,049.62

ROCKY MOUNTAIN POWER = \$102,237.00 (2AB)

TOTAL = \$1,551,482.86

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
-------------	----------------	-------------	--------------	--------------------	-------------	-----------	------------------

Vendor No							
-----------	--	--	--	--	--	--	--

Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

Request for Concert in the City Park

By First Bank of Wyoming

Date: June 11, 2012

Requesting to change

Time of Street Closure: We would like to have 9th Street, Beck Street (between 9th & 10th) and 10th Street closed at 8:00 am on August 5th instead of 10:00 am as originally requested. This would allow a couple more hours for stage setup and sound testing for the concert that afternoon.

Date of Request: Sunday, August 5, 2012

Event: FREE concert courtesy of First Bank of Wyoming to Celebrate the banks centennial and thank the community for support over the last 100 years

Entertainment: Bellamy Brothers

Location: City Park
908 Sheridan Ave
Cody, WY

Requested park facilities:

- Band shell
- Tennis courts to use as a sectioned off area where we could put a large tent and use for a reception area
- Park area
- Restrooms

Requested Street Closures:

9th Street, Beck Street (between 9th & 10th) and 10th Street

Vendors: We would like to invite local food vendors to participate; First Bank of Wyoming would pay for the transit license and the additional \$25 for each participating vendor. Vendors will be required to have a state food license and insurance. **No alcohol sales will be allowed.** Vendors will be expected to clean up the area they occupied.

List of Vendors will be provided to the City of Cody prior to event

Sanitation: Additional trash receptacles will be arranged with the City of Cody, Port-a-Potty's with Keele Sanitation

Insurance: Wyoming Financial, Luke Anderson
Insurance policy would list the City of Cody as additional insured
Copy of policy will be provided to the City of Cody prior to event

Volunteer Staff: First Bank of Wyoming employees -

- Security for Crowd Control (one or two at each corner of the park, 3 or 4 moving around within the park – all employees assigned to security would be wearing vests with "SECURITY" clearly printed on them)

- Additional staff for set up, clean up, etc.

Proposed Time Schedule:

10:00 am	Set up for Concert
8:00 am	<i>Set up for concert – New Requested time to have streets closed to allow more time for concert set-up.</i>
1:30 pm	Vendor set up
3:00 pm	Vendors Open
3:30 – 4:30 pm	Reception for bank employees and board members
4:30 – 5:00 pm	Concert Introduction
5:00 – 6:30 pm	Concert – Bellamy Brothers
7:00 pm	Vendors close and start tearing down
8:00 pm	Vendors gone and 10 th street re-opened
7:00 – 11:00 pm	Teardown and clean up
11:00 pm	9 th and Beck Streets re-open (worst case scenario – open streets up as soon as stage and band equipment is packed up)

This would be a family oriented event, with no alcohol permitted. Event would start at 3:00 with vendors open for food sales and then be over by 7:00 pm allowing for people to go to dinner, attend the rodeo, etc. There will be no charge for the community to attend the concert and the concert will be open to everyone.

MEETING DATE: JUNE 1, 2011
DEPARTMENT: PUBLIC WORKS
PREPARED BY: KYLIE HANSON
DEPT. DIR. APPROVAL: _____
CITY ADM. APPROVAL: _____
PRESENTED BY:

AGENDA ITEM SUMMARY REPORT

Quote 2012-05 Fuel

BACKGROUND

Quote packets for Quote 2012-05 were sent to three suppliers for quotes. These suppliers were; Red Eagle Co., Fuel Depot, Inc., Longloop, Inc. (Conoco Country Store partnering with Homax Oil Sales).

SUMMARY

Homax Oil Sales, partnering with Conoco Country Store was the only supplier to provide a quote.

Attached is a copy of the quote submitted by Homax Oil Sales.

FISCAL IMPACT

Funding for this fuel has been budgeted within the Fiscal Year 2012/2013 Budget.

RECOMMENDATION

Staff recommends the City Council award Quote 2012-05 to Homax Oil Sales, partnering with Conoco Country Store.

ALTERNATIVES

Approve or deny the award of Quote 2012-05 to Homax Oil Sales, partnering with Conoco Country Store.

ATTACHMENTS

1. Request for Quotation Quote # 2012-05 Fuel
2. Quote Specification Form from Homax Oil Sales

AGENDA & SUMMARY REPORT TO:

Toni Petty tpetty@homaxoil.com

Curtis and Carla Cockrell route14a@bresnan.net

AGENDA ITEM NO. _____

Quote Specification Form – Quote # 2012-05

Mayor and City Council
 City of Cody
 PO Box 2200
 1338 Rumsey Ave
 Cody, WY 82414

The undersigned supplier agrees to provide fuel for the City of Cody pursuant to the specifications and invitation to quote below:

	Rack Price	Freight Rate	Overhead	Profit	State Tax	Federal Tax	Total Quote Price per Gallon
Unleaded							
Midgrade							
Premium							
Diesel							

_____ I acknowledge that I can provide the City with a comma delimited ASCII file at no additional cost to the City.

_____ I acknowledge that I can provide the City with a comma delimited ASCII file at an additional cost to the City of _____.

_____ Additional costs outlined on an attached page.

Supplier Comments: _____

The undersigned understands that the City Council of the City of Cody shall determine in its sole discretion the most responsible supplier, and the City Council may reject any and all quotes or make substitutions, waive defects it deems unsubstantial in any quote, and that if an award is made, the City Council will award the quote in the best interest of the City. Award of quote is subject to Council budget appropriation for this purchase. The offer made herein shall be binding for 30 days after the date of quote opening.

Quote Submitted By
 Company Name: _____

Authorized Signature: _____

Printed Name: _____

Business Address: _____

Phone Number: _____

Email Address: _____



CITY OF CODY
WYOMING

REQUEST FOR QUOTATION

Quote # 2012-05

The City of Cody will accept quotes until 2:00 p.m., June 11, 2012 at City Hall, 1338 Rumsey Ave. for the following fuels:

Unleaded Gasoline
Mid-Grade Gasoline
Premium Grade Gasoline
Diesel Fuel

Nancy Tia Brown
Mayor

Donny Anderson
Charles Cloud
Bryan Edwards
Jerry Fritz
Steve Miller
Stan Wolz
Council Members

C. Edward Webster II
Municipal Judge

Jennifer R. Rosencranse
City Administrator

1338 Rumsey Avenue
P.O. Box 2200
Cody, WY 82414

(307) 527-7511
Fax (307) 527-6532

It is estimated that the City utilizes approximately 93,000 gallons of fuel per year, half of this use being diesel fuel. Quantities do vary by product and are not guaranteed. Quantities should not be construed to represent either a maximum or minimum quantities to be used during the contract term.

Fuel is to be dispensed by a Card System. Cards are to be set for a single vehicle or equipment so that one card can be locked out without exchanging all the cards. Individual PIN numbers must be provided for each employee. Fuel entry must be able to accommodate mileage and hours. On a weekly basis the SUPPLIER must be able to e-mail the mileage and usage of any vehicles or equipment to shop@cityofcody.com and kylieh@cityofcody.com. On a monthly basis, concurrent with billing, SUPPLIER must be able to deliver all usage and billing information to the City of Cody in a comma delimited by field ASCII file or other acceptable format (preferably Microsoft Excel). The SUPPLIER must provide proof of rack prices at the end of each month.

Quotes are to be per gallon price with all taxes included. Quotes must delineate separately the "Rack", "Freight", "Overhead", "Profit", "Taxes" and "Total Quote".

Date of price to be as of June 11, 2012. The successful supplier will begin dispensing fuels for the City of Cody on July 1, 2012. This agreement is to extend for a period of one (1) year with the City retaining the option to extend the agreement for two additional one (1) year periods.

Submit quotes to City of Cody, 1338 Rumsey Avenue, PO Box 2200, Cody, WY 82414 and mark on the outside of the envelope "2012-05 FUEL QUOTE". All quotes must be submitted on an official quote form (attached). Additional copies can be obtained at City Hall or by emailing kylieh@cityofcody.com.

In accordance with the provisions of Section 16-6-101 through Section 16-6-106 of the Wyoming Statutes, 1997 republished edition, preference is hereby given to materials, supplies, equipment, machinery, and provisions produced, manufactured, supplied or grown in Wyoming, quality being equal to articles offered by the competitors outside the state. Any supplier claiming preference must submit evidence of Wyoming residency as defined in Wyoming Statute 16-6-101.

The City reserves the right to reject any and/or all quotes and further reserves the right to waive any informalities if deemed in the best interest of the City.

Rob Kramer

City of Cody
Streets and Vehicle Maintenance Superintendent

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. 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 #

Date you wish to appear before the Council _____

Mailing Address 1313 Sheridan Telephone 899-1379

E-Mail Address _____

Preferred form of contact: Telephone E-Mail _____

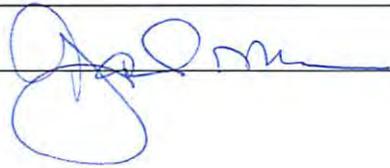
Names of all individuals who will speak on this topic Gail Nace

Event Title (if applicable) Extended hours

Date(s) of Event (if applicable) 6-30 7-2 7-3

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

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

Signature  Date _____

MEETING DATE: JUNE 19, 2012
DEPARTMENT: ADMINISTRATION
PREPARED BY: CINDY BAKER
DEPT. DIR. APPROVAL: _____
CITY ADM. APPROVAL: _____
PRESENTED BY: CINDY BAKER

AGENDA ITEM SUMMARY REPORT CODY COUNTRY CAR SHOW

ACTION:

Ken Posey and Mike Shotts are requesting that the Mayor and Council authorize the closure of 16th Street between Sheridan Avenue and Beck Avenue. The street closure is requested from 7 AM to 4 PM on the 11th of August for the 1st Annual Cody Country Car Show.

SUMMARY:

The car show will be held at Webster Motors. Webster's will be dedicating the corner of 16th and Sheridan of their lot for this car show. The Street closure is requested for additional participant parking, safety of participants and attendees and possible attendee parking. The Fire Chief and business on that street (Bargin Box) have been contacted and have no objections or concerns with this street closure.

FISCAL IMPACT

There will be minimal impact to the City for the event. Barricades will be provided the day before, with the event promoter taking full responsibility of setting up and taking down the barricades.

ALTERNATIVES

1. Authorize the request for street closure.
2. Deny the request for street closure.

RECOMMENDATION

Staff recommends that the Council authorize closure of 16th Street, between Sheridan Ave. and Beck Ave. on August 11th from 7 AM to 4 PM and subject to the Promoter supplying to the City of Cody a copy of liability insurance for the event.

ATTACHMENT

Agenda Request and Summary Form

AGENDA & SUMMARY REPORT TO:

Mike Shotts
Ken Posey

AGENDA ITEM NO. _____

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. 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 Ken Posey or Mike Shotts

Organization Represented Cody Country Car Show

Date you wish to appear before the Council Jun 19, 2012

Mailing Address 1808 15th St Cody, WY 82414 Telephone Ken 899-7677

Mike 527-7101

E-Mail Address _____

Preferred form of contact: Telephone xxx E-Mail _____

Names of all individuals who will speak on this topic Ken Posey, Mike Shotts

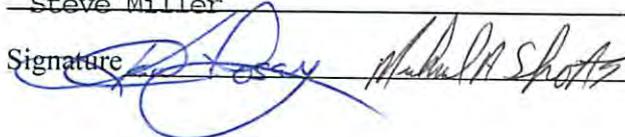
Event Title (if applicable) 1st Annual Cody Country Car Show

Date(s) of Event (if applicable) Aug 11, 2012

Full description of topic to be discussed (include all relevant information, attach additional sheet if necessary) The car show will be held at Webster Motors. Webster's will dedicate the corner of 16th and Sheridan of the lot to the car show. Requesting the OK to close the 16th street in front of Webster's. Ken has visited with the fire chief, he is OK with the closure for that day. Ken has also visited with the Bargain Box, they are also OK with it being closed.

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

Steve Miller

Signature  Date 5/26/2012

MEETING DATE: JUNE 19, 2012
DEPARTMENT: PARKS AND RECREATION
PREPARED BY: RICK MANCHESTER,
DIRECTOR
PRESENTED BY: RICK MANCHESTER AND
JOHN GALLAGHER

Beck Lake Mountain Bike Park **Conceptual Plan Adoption**

ACTION TO BE TAKEN:

Request a motion to adopt the 2011 International Mountain Bike Association (IMBA)—Trail Solutions conceptual plan for Beck Lake Mountain Bike Park.

SUMMARY OF INFORMATION:

The Conceptual plan was funded by the Shoshone Recreation District, Park County Parks and Recreation Board and the Park County Peddlers. The conceptual plan was based on land inspection that provided data for the 2010 feasibility study completed by IMBA—Trail Solutions. In 2009, the City of Cody has invested in the project by paying for the federally mandated archeological review.

The plan has been presented at BLM public scoping meetings and Department public meetings conducted by the Parks department. The public input was vital to develop the plans based on stakeholder comments and concerns. There has not been any negative comments received that are opposed to the new mountain bike and other park features. BLM has received comments for and against the mineral withdrawal of the 520 acres adjacent to Beck Lake. The mineral withdrawal is a separate BLM activity than the City's ROW grant application allowing us to build trails.

The City has submitted a right-of-way application to the BLM office to use federal land for public trails and recreation. We have not heard the final results of the BLM environmental assessment (EA) of the property in question.

The bike plan proposes 8.9 miles of new and improved trails on City and BLM lands with 3.4 acres of disturbed land. Other park features include an area for bike ramps and jumps, bike obstacle course, off leash pet area, disc golf, and conceivably a paint ball contest area. The area is proposed as non-motorized use only, except for maintenance vehicles.

FISCAL IMPACT

Adopting the plan does not commit or designate any future budgetary expenditure to Beck Lake Park. The conceptual plan identifies extensive use of volunteers to complete the trail construction and repairs. I do anticipate giving City assistance to volunteer groups by allowing park crews to provide tools, equipment, and regular supplies such as garbage bags and gloves.

ALTERNATIVES

1. Adopt the plan as presented
2. Modify and adopt any part of the plan

AGENDA ITEM NO. _____

3. Do not adopt any part of the proposed plan

RECOMMENDATION

Alternative number one

ATTACHMENTS

1. IMBA Feasibility Study
2. IMBA Conceptual Plan
3. Comments from BLM regarding the Beck Lake Scenic withdrawal.

AGENDA & SUMMARY REPORT TO:

Duane Feick, BLM Cody Office
Ryan Selk, Parks and Pathways Supervisor
John Gallagher, Park County Peddlers



United States Department of the Interior

BUREAU OF LAND MANAGEMENT

Wind River/Bighorn Basin District
Cody Field Office
1002 Blackburn Street
Cody, Wyoming 82414

2300 (WYR02)
WYW-152450

MAR 29 2011

Mr. Rick Manchester
City of Cody
P.O. Box 2200
Cody, Wyoming 82414

Dear Mr. Manchester:

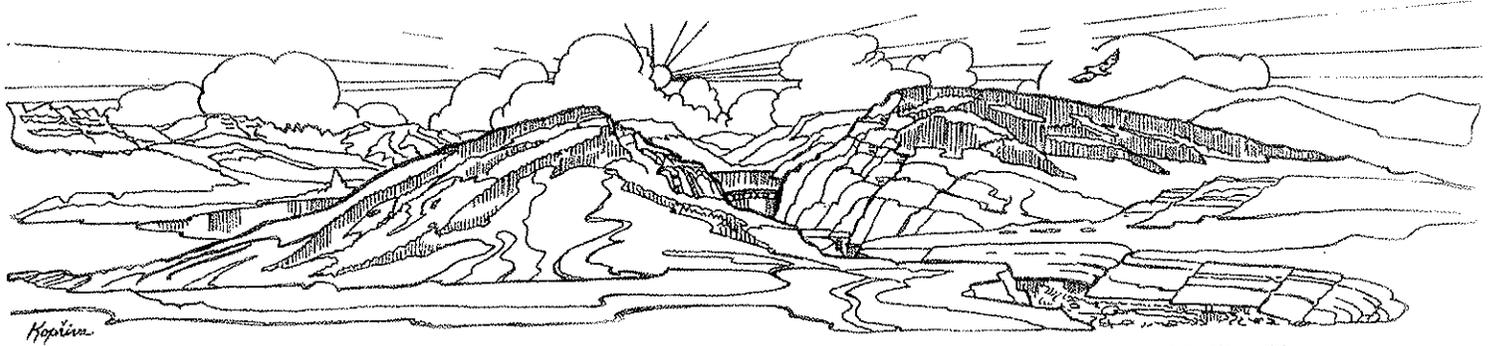
As requested, attached are copies of the public comments we have received to date for the proposed Beck Lake Scenic Withdrawal.

Please contact Duane Feick of this office at 307-578-5917 if more information is needed.

Sincerely,

Michael P. Stewart
Field Manager, Cody

Attachments



CODY CONSERVATION DISTRICT

March 14, 2011.

To Whom It May Concern;

In response to the application for withdrawal from mineral location, of 522 acres south of Beck Lake, the Board of Supervisors, for the Cody Conservation District, requests the Bureau of Land Management (BLM), reconsider and take a "hard look" at the economic benefits and recreation opportunities which co-exists by allowing mineral development. This formal twenty-year withdrawal has the potential to negatively impact adjoining mineral claims and future business opportunities within our district.

The Cody Conservation District is opposed to the Beck Lake withdrawal at this time. While recreation is important to our citizens they also need places to work on the landscapes where mineral deposits exist. This area has known deposits for bentonite mining with future reclamation benefiting everyone. Our board objections are; 1) the area is geologically valuable for bentonite; 2) the area has viable claims adjoining the property and owners have indicated interest in securing permits to move forward with mining; 3) there are diverse and popular recreation opportunities when mining is complete and reclamation occurs; 4) as the global markets for bentonite continue to increase, high paying job opportunities exist for our community; 5) the conservation district strives to maintain, improve and sustain the natural resources of the district and believes a withdrawal will be lost tax revenue for our local governments; 6) a collaborative opportunity exists for interested parties to address all needs.

The conservation districts of Wyoming are mandated with the conservation *and wise use* of our natural resources. We are also mandated with maintaining the tax base within our districts to the best of our abilities. Withdrawing this land from minerals production will benefit only the very small fraction of our local population that will actually use it, while denying the general public of the potential revenue afforded through mineral severance taxes. It should also be noted that current mining laws can require the abatement of dust and noise as much as is practicable, and the reclamation of mined land at the end of production. It should be further noted that the withdrawal of these lands will do nothing to prevent the mining of any other adjacent or nearby mining claims.

Cody, Wyoming 82414

This mining disturbance can be compatible with future recreation and visual management direction. Historic mining operations have shown the ability to manage surface disturbance in this area. Mining in this area has been an integral part of our community for the past fifty years. The City of Cody has benefitted from gypsum mining which employed hundreds of families over many years in the extraction of gypsum and the production of wall board at the local gypsum plant. The taxes collected from this industry and the potential taxes collected from the Bentonite industry will be beneficial to future tax revenues. Proven and successful reclamation work in this area should alleviate any concerns regarding future mineral extraction and reclamation.

The United States is the world leader in the production of bentonite. Demand and production of the mineral here in the Big Horn Basin doubled in 2010 over the previous year, and that demand is expected to increase. Mining and Oil and Gas are major economic factors for Cody, Wyoming and Park County. The potential for locatable bentonite deposits within the proposed withdrawal area is rated as high, and the probability for economic recovery of those deposits is considered high as well.

The BLM transferred hundreds of acres of land to the City of Cody in 1969 and 1985 creating a buffer around the community. The Cody Conservation District believes community members, leadership, and extractive industries, can work together to protect future mineral exploration. These opportunities benefit all citizens. Significant dollars are captured through mining, oil and gas which are in fact the taxes which build our schools, hospitals, jails, roads and bridges. The economic effects of the withdrawal will be negative across our district.

Maintaining the ability for mineral exploration to continue to coexist with our recreational, visual, wildlife, and cultural resources in the Park County area is extremely important to the local community as well as society in general. These mineral claims are commercially valuable and in this area mineral extraction is very compatible with the community through mitigation measures.

The Board of Supervisors recognizes the benefits the public derives from using the Beck Lake Park and maintaining the area in as natural a state as possible. However, given the potential for mining in the area regardless of the withdrawal of land in question, and the accumulation of funds from mineral taxes that could be used to further improve the recreational use of the land following reclamation, the Board voted unanimously to object to the withdrawal at our monthly meeting of March 10, 2011.

Sincerely,



Mack H. Frost, Chairman



Sharon R
Kennedy/CYFO/WY/BLM/DOI

03/15/2011 03:32 PM

To Mike Stewart/CYFO/WY/BLM/DOI@BLM, Frederick
McDonald/CYFO/WY/BLM/DOI@BLM
cc Duane Feick/CYFO/WY/BLM/DOI@BLM

bcc

Subject Fw: Beck Lake

Respectfully,

Sharon Kennedy
Office Automation Clerk
Cody Field Office
307.578.5958

----- Forwarded by Sharon R Kennedy/CYFO/WY/BLM/DOI on 03/15/2011 03:31 PM -----



Warren Scott
<Warren.Scott@Halliburton.com>

03/15/2011 02:52 PM

To "cody_wymail@blm.gov" <cody_wymail@blm.gov>

cc

Subject Beck Lake

Thanks for letting me comment on the Beck Lake Scenic Withdrawal and providing me with a mineral report. My opinion is the Beck Lake Withdrawal should be open for claiming of locatable minerals for the economic benefit to the community. The times and duration of mining could be worked out in the permitting process to accommodate keeping the scenic value of the area.

17 samples of bentonite were drilled on the site. Any bentonite sample with a Barrel Yield (BBL) of 70 or more is considered of good quality and a BBL of 90 or more is high grade bentonite. Six of the 17 samples were of good quality and two were high grade. Based on these samples, the potential for minable bentonite is high because the good qualities and thicknesses of the beds resulting in a low stripping ratios. The amount of economic reserves should be estimated in order to guess the amount of dollars which could have be spent in our community from the drilling, permitting, mining, hauling and reclaiming of the area plus the taxes paid and people employed. If there is approximately 200,000 tons of bentonite in the Beck Lake Withdrawal and a mining company spends \$20/ton on mining then the amount spent in the Big Horn Basin could have been \$4,000,000.

Thanks again and I continue to enjoy working with the Cody BLM Office.

Warren Scott, PE
Mine Superintendent
Bentonite Performance Minerals



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Greater Yellowstone Coalition

People protecting the lands, waters, and wildlife of the Greater Yellowstone Ecosystem, now and for future generations.

March 1, 2011

Mike Stewart
Cody BLM Field Manager
1002 Blackburn Ave.
Cody, WY 82414

Dear Mike,

Please accept the following comments in support of the Beck Lake Scenic Withdrawal on behalf of the Greater Yellowstone Coalition (GYC).

GYC strongly supports the BLM's proposal to withdraw 525 acres near Beck Lake from mineral location. This action will help to preserve the scenic viewshed of the Cody area and complement the City of Cody's plans to develop the area for recreational activities.

The area in question is highly valued by Cody residents as a place where one can access extensive public lands for mountain biking, hiking, and other recreational activities. This value is enhanced by the area's proximity to the city park at Beck Lake and the facilities associated with this park. The City of Cody's plans to develop the withdrawal area for mountain biking and hiking will enhance recreational opportunities for Cody residents and visitors. By developing some of Cody's outstanding mountain bike resources and appealing to mountain biking tourists the City will likely be able to diversify its future economic base.

In contrast, keeping this area open for bentonite mining will detract from scenic and recreational values in an area adjacent, and important, to the City of Cody. In addition, fugitive dust from bentonite mining in this area could pose a safety hazard at the nearby Yellowstone Regional Airport. Finally, withdrawing this 525 acre area from mineral location will not spell the end of bentonite mining in the Bighorn Basin or even the Cody area. There are several undeveloped placer claims adjacent to the withdrawal area, along with countless other opportunities for bentonite mining throughout the Bighorn Basin. Withdrawing the Beck Lake area from mineral location, while keeping many other places in the Basin available for mining, is a prime example of how the BLM can balance development with other uses of public lands.

Thank you for considering my comments,

Hilary Eisen
Public Lands Advocate
Greater Yellowstone Coalition

BOZEMAN + CODY + IDAHO FALLS + JACKSON

w

g.org

Written Comment Sheet
Beck Lake Scenic Withdrawal

Bureau of Land Management Wyoming
Wind River/Bighorn Basin District

Cody Field Office
1002 Blackburn
Cody, WY 82414-8464



We want your comments! If you have any issues, concerns or questions that you would like addressed in the proposed Beck Lake scenic withdrawal, please complete this comment sheet, fold it in on the lines with the return address showing, tape it closed, affix a stamp, and drop it in the mail to us. You may attach additional pages. If you prefer, you may email your comments to cody_wymail@blm.gov (please include "Beck Lake" in the subject line).

This area is a valuable Recreation area
for Cody. The Plan should continue to
go forward.

Please provide your contact information.

Before including your address, phone number, e-mail address or any other personally identifying information (PII) in your comment, you should be aware that your entire comment – including PII – may be made publicly available at any time. While you can ask us in your comment to withhold your PII from public review, we cannot guarantee that we will be able to do so.

Name: Matt Winslow Title: _____

Mailing address: _____

City, State, Zip: Cody, WY 82414

Phone: _____ E-mail: _____

Please hand in your completed comment sheet at the open house or mail it to us by March 14 to ensure your input is considered.

Thank you for your interest and participation!

Written Comment Sheet
Beck Lake Scenic Withdrawal

Cody Field Office
1002 Blackburn
Cody, WY 82414-8464



We want your comments! If you have any issues, concerns or questions that you would like addressed in the proposed Beck Lake scenic withdrawal, please complete this comment sheet, fold it in on the lines with the return address showing, tape it closed, affix a stamp, and drop it in the mail to us. You may attach additional pages. If you prefer, you may email your comments to cody_wymail@blm.gov (please include "Beck Lake" in the subject line).

I have looked carefully at the planned withdrawal and fully support it. This will greatly protect the city park area which is used for all kinds of recreation. There are other places sufficient for mining. The withdrawal will enable easy access for local residents to hike, mountain bike, and fly kites.

This is one of the things the BLM can do to add to the quality of life of both local residents and visiting tourists.

Please provide your contact information.

Before including your address, phone number, e-mail address or any other personally identifying information (PII) in your comment, you should be aware that your entire comment – including PII – may be made publicly available at any time. While you can ask us in your comment to withhold your PII from public review, we cannot guarantee that we will be able to do so.

Name: Warren Murphy Title: _____

Mailing address: _____

City, State, Zip: Cody WY 82414

Phone: _____ e-mail: _____

Please hand in your completed comment sheet at the open house or mail it to us by March 14 to ensure your input is considered.

Thank you for your interest and participation!

Written Comment Sheet
Beck Lake Scenic Withdrawal

Cody Field Office
1002 Blackburn
Cody, WY 82414-8464



BLM

We want your comments! If you have any issues, concerns or questions that you would like addressed in the proposed Beck Lake scenic withdrawal, please complete this comment sheet, fold it in on the lines with the return address showing, tape it closed, affix a stamp, and drop it in the mail to us. You may attach additional pages. If you prefer, you may email your comments to cody_wymail@blm.gov (please include "Beck Lake" in the subject line).

Do NOT withdraw this land from location

- the ideal solution would be to encourage recovering the mineral values as quickly as possible.

A coalition of affected parties / mining companies should be assembled to develop @ mine / reclamation plan (3809)

The benefits would be:

- increased jobs / taxes for the community
- recovery of valuable resources that may not be available after other projects / development
- reclamation can be designed to provide recreational areas WITHOUT COST TO THE TAXPAYER!

Please provide your contact information.

Before including your address, phone number, e-mail address or any other personally identifying information (PII) in your comment, you should be aware that your entire comment - including PII - may be made publicly available at any time. While you can ask us in your comment to withhold your PII from public review, we cannot guarantee that we will be able to do so.

Name: Ed Conner Title: _____

Mailing address: _____

City, State, Zip: CODY, WY 82414

Phone: _____ E-mail: _____

Please hand in your completed comment sheet at the open house or mail it to us by March 14 to ensure your input is considered.

Thank you for your interest and participation!

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I support withdrawal of lands from future mining to protect public safety, scenic resources & recreational opportunities, specifically for mountain biking & hiking. The local Westonia's mining industry has done a good job with reclamation, especially out by Red Lakes. However, the unique characteristics of the area and existing trails cannot be duplicated no matter how well the reclamation has been done.

Please provide your contact information.

Before including your address, phone number, e-mail address or any other personally identifying information (PII) in your comment, you should be aware that your entire comment – including PII – may be made publicly available at any time. While you can ask us in your comment to withhold your PII from public review, we cannot guarantee that we will be able to do so.

Name: Peggy E. Ruble Title: _____
Mailing address: _____
City, State, Zip: Cody WY 82414
Phone: _____ E-mail: _____

Please hand in your completed comment sheet at the open house or mail it to us by March 14 to ensure your input is considered.

Thank you for your interest and participation!

Beck Lake Recreation Area Bike Park Feasibility Study

Spring 2010



PREPARED FOR: Shoshone Recreation District

PREPARED BY: The International Mountain Bicycling Association - Trail Solutions program
PO Box 7578
Boulder, CO 80306



ACKNOWLEDGEMENTS

City of Cody

Shoshone Recreation District

Bureau of Land Management, Cody Field Office

Park County Pedalers

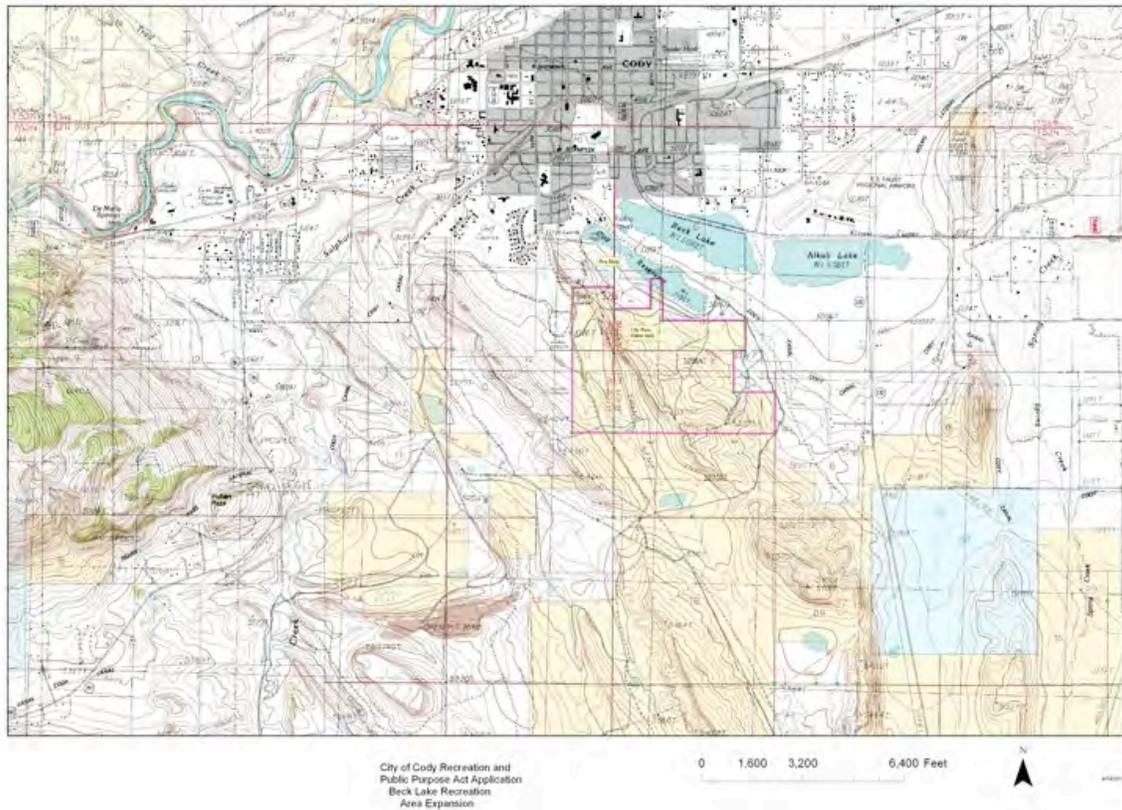


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I. Introduction

Overview

The Shoshone Recreation District retained IMBA Trail Solutions to assess the feasibility of developing bike park facilities and shared-use trails within the Beck Lake Recreation Area expansion property and adjacent City and Bureau of Land Management (BLM) lands. This report is the result of that investigation. This study involved several elements: stakeholder participation, site assessment, existing plan review, and the presentation of opportunities for this site to meet the existing and future needs of residents and visitors.



Cody and vicinity, showing Beck Lake Recreation Area Expansion (outlined in pink)

Stakeholder Involvement

The process required the involvement of a variety of stakeholders, including:

- The City of Cody, Shoshone Recreation District
- Park County Pedalers and the Biker Chicks
- Bureau of Land Management
- Adjacent land owners
- Absaroka Cycles
- Hikers and dog walkers
- Paintball enthusiasts

Existing Conditions

Area Description

The Beck Lake Recreation Area Expansion comprises 522 acres of BLM property adjacent to the existing City of Cody facilities at Beck Lake. In late 2005, the City, through the Recreation and Public Purpose Act, began the process of acquiring the land from the BLM for lease and eventual ownership. The application was approved and the City and the BLM have been working to complete the necessary review processes. This property, when combined with existing City property, will allow for trail and facility development on approximately 750 acres.

The process to acquire this area for recreational use was a grassroots effort. Community members, including members of the Park County Pedalers, were concerned about potential mining at this already popular trail area at the edge of town. In 2004, local community members worked with the City to begin scoping for the site and generating a vision for recreation and open space protection. Trailhead surveys installed by the BLM in 2004 indicate a high level of use of this area by hikers and cyclists. Initial scoping meetings conducted by the City, indicated the desire for a more formalized trail system for non-motorized uses, and a off-leash dog area. More recently, supporters and the City have been inquiring about the addition of more developed facilities for off-road cycling.



Looking towards Beck Lake and the paved path loop from the site.

Beck Lake Recreation Area sits at the south end of town, with a golf course and growing housing development along its northwest side; existing paths and reservoirs make up most of the northern boundary and sit adjacent to residential neighborhoods. To the east is a mix of City and private properties; the southern edge of the planning area is almost entirely BLM lands; to the west are primarily private lands, including Mountain Holding Incorporated development company. Additionally, the community recreation building sits less than half a mile north, an easy bike ride away. Many trails and roads crisscross the property and are regularly used by hikers, runners and cyclists, as well as wildlife.

Topography and Soils

The planning area consists of flat to gently rolling hills and ridges and occasional sandstone outcroppings. Geographically, the site is situated at the western edge of the Bighorn Basin, and looks out onto the Absaroka Mountains to the west. Soils are primarily Bentonite clay, with pockets of sandy loam near sandstone outcroppings. Layers of shale, colloquially “potato chip shale”, are found on tow slopes on the central-eastern area.

Vegetation

The area is lightly vegetated, primarily with sagebrush, bunch grasses, and prickly pear cactus. No trees or large shrubs are found within the expansion area. Lack of vegetation presents challenges in keeping users on trails and preventing dispersed use. Social trails form quickly and can take considerable time to recover.

Rivers and Ponds

Beck Lake Recreation Area paths circle two small reservoirs, with a canal running west to east along the length of the park adjacent to the reservoirs. The canal is managed by the Canal Irrigation District. A wetland area is located near the current trailhead at Beck Lake, in a wildlife viewing area managed by the Lions Club. A pond is located near the southwest corner of the property. Intermittent ponding occurs in low-lying areas. There are several washes on the property, but no regularly flowing waterways.



Existing social trail, with rock pile markers, travels through area of shale.

Existing Uses

Beck Lake Park currently provides 2 miles of paved paths, popular for running, walking, cycling, and in-line skating. Additionally, the park provides access to sites for wildlife viewing, fishing, dog walking, and picnicking. From the path, numerous dirt roads informal trails wind through the landscape throughout the expansion area and further on to trails on adjacent public and private properties. These trails and roads currently see regular use by hikers, cyclists, runners, and dog walkers. Trailhead sign in sheets collected from 2004 recorded over 1000 visits, with 59% pedestrian use and 38% bicycling. Many of these users indicated that they enjoyed watching wildlife and exercising their dogs. Occasional use by equestrians and dirt bikes has been noted.

City has lease and patents on two properties along the northwestern boundary of the expansion area. These properties are used for fire fighter training and for water storage.

II. Constraints and Opportunities

The following site constraints and opportunities were identified through meetings with stakeholders and site visits.

Constraints

Soils

Primarily clay soils, and particularly Bentonite, can be problematic when trails are wet. Wet trails and roads are virtually impassable by bicycle. While regular users quickly adapt to these conditions, visitors and novices are likely unaware of soil conditions.

Discrete sites known to have particularly poor draining soils where ponding occurs should be avoided. A low-lying area in the southwest area of the site (visible on aerial photos as dark-gray) was noted to be unsuitable for trail development.



Most users stay away when trails are wet, but a few rutted spots remain.

Sensitive Species

No known state or federally listed species within the planning area. While sage grouse is known in the region, there is no suitable habitat on the site.

Utilities

Power, telecommunication, and water lines are located on the property. A City raw water storage tank sits at the northwest corner of the expansion area. Underground utilities could affect trail and facility locations.

Private Property

The area is adjacent to several private properties, often without fencing or other property markings. Existing trails travel through several of these properties. There are currently no landowner agreements for recreational use.

Existing Uses

Active use of the site by hikers, dog walkers, and cyclists will affect trail and facility development. For users accustomed to the feel of the area with minimal development may be put off by the addition of facilities and users on the site. Engaging these users in the planning process allows for their input into site development.

Opportunities

Community Support

Perhaps the single greatest opportunity present is the community support that exists for developing a high-quality mountain bicycle trail system. Local cycling advocates, business members, private landowners, other recreation groups, and state and federal land management agencies all recognize the many personal and community benefits of providing the type of facilities proposed in this report.

Public Lands

Connection to other adjacent public properties is a critical element in considering trail locations and any redesign. The expansion property is valued as a connector to riding opportunities to the south and west on primarily BLM lands.

Climate

Low rain/snowfall and mild summer temperatures allow for year-round park use.

Active Culture

Park County residents choose to live in the region in part because of the opportunities for outdoor recreation. Providing more facilities closer to town allows more residents, particularly young people, greater opportunities to enjoy the landscape. The popularity of existing facilities shows a demand for more recreational facilities: community members report that Cody's skate park is frequently full with kids on BMX bikes. A separate facility for young people to enjoy BMX or other flow-based riding reduces potential user conflict at the skate park.

Discrete Facilities

The site's size, topography, and location adjacent to the bike path and trailhead facilities make it ideal for the development of discrete bike park facilities. A variety of facilities could be incorporated into the site, meeting the needs of beginning cyclists and children, as well as advanced riders. Nearby shelters and benches could provide viewing areas for companions, which is particularly important for families.

Shared-Use Singletrack

The expansion area currently has several miles of trails and roads used regularly by trail enthusiasts. The site's gentle slopes and flatter areas present an opportunity to expand riding options, with loops of varying distances for a range of skill levels. In this setting, it is appropriate that these trails be non-motorized shared-use. Ideally, trails in a park such as this would be mapped and signed to allow trail users to select the ride or hike appropriate for their ability and fitness.



Singletrack trails in an urban park

Existing Tourist Facilities

Cody is known as the “Gateway to Yellowstone” and during the summer it sees significant visitation from vacationers traveling to the National Park. Interpretation of the region’s rich cultural history is available at the Buffalo Bill Historical Center downtown. As the largest historical museum west of the Mississippi it serves as a draw for tourists to round out their Old West experience. For the trail enthusiast, the immediate vicinity of Cody is blessed with a wealth of trails for bicycling, hiking, equestrian, and motorized use.

Organized Events

There are a wide range of cycling events and races that can be held at the park, depending on how broadly it is developed. From having locals and professional riders testing their metal at the jump park, to cross-country races on the trails, to developing a local cyclocross series, cycling events bring area residents together. Cyclists are willing to travel regionally throughout the year to take part in festivals, endurance races, and other events. The success of regional events, such as the Laramie Enduro and the Intermountain Cup Race Series (Utah and Wyoming), demonstrate the potential draw for riders regionally and even nationally.

Health Benefits

The unstructured play experience that mountain biking provides inspires kids to explore the natural world and leads to positive associations with exercise. Providing more and safer opportunities for kids to ride can have a major impact on our nationwide physical inactivity crisis. Urban riding gets kids to stay on bikes, and makes riding “cool”—especially at the critical age, 16, when kids stop being active and disengage from the outdoors.

A child's inactivity and disconnect from nature is often a symptom of an inactive family life. Mountain biking is a cross-generational endeavor, accessible to all generations at the same time, on the same trail.



III. Recommendations

Park Expansion Objectives

- 1) Provide Cody residents with a safe and fun environment to learn bicycling skills.
- 2) Provide a compelling opportunity for young people and families to get outside and exercise close to home.
- 3) Provide pedestrian and bicycle connectivity between the City and other adjacent public lands.
- 4) Provide a site for community and regional cycling events.
- 5) Provide an area for hiking and dog-walking.
- 6) Alleviate private property concerns near park boundaries.

Park Development Recommendations

Through redevelopment, community involvement, and active management, Beck Lake Park Recreation Area has the potential to be a model bicycling and shared-use trail facility.

Park expansion and development of trails and facilities for cycling and hiking is supported by the bicycling community. Park County Pedalers, Biker Chicks, and Absaroka Cycles have demonstrated an interest in the project, and their commitment to advancing cycling at the Park provides a source of volunteers for development and long-term maintenance.

Development of skills areas and beginner trails, along with a pump track and jump park, helps to engage the next generation of cyclists and park supporters.

Building a stacked loop system of trails originating from the existing trailhead facilities and paths at Beck Lake Park will allow riders of all abilities to learn basic riding skills. Progression to singletrack trails will allow riders to practice technical riding skills and provide access to the vast backcountry trail network to the west and south of the Park.

Specific Facility Recommendations

- Beginner Loop – add a beginner trail originating from the existing paved trail around Beck Lake. Loops of 1-3 miles with shallow grades and relatively smooth tread are ideal for beginner riders.
- Intermediate and Advanced Loops – from the beginner singletrack, intermediate and advanced loops



Pump tracks are fun for all levels of riders on many different kinds of bikes

should radiate further into the property.

- Provided Intermediate and Advanced routes to connect to existing trails and roads on BLM properties beyond the planning area. These routes could be formalized as part of the evaluation process through a right-of-way designation with the BLM. These corridors would require additional review for cultural and natural resources.
- Provide technical routes through sandstone rock outcropping on eastern side of property. Several existing routes for hiking and biking travel through this area. Define routes and armor lines for challenge.
- Design at least one loop that is buffered from prevailing westerly winds. Windy days are common and it is not uncommon for users to report being blown over when traveling on ridge top trails. A lee-side route would allow for better user experience during times of significant winds. Also, these trails would be better protected from wind-based erosion of soils displaced by use.



Rock outcropping currently enjoyed by more advanced hikers and cyclists



Doubletrack routes along ridgeline see significant erosion and degrades user experience.

- Adopt IMBA guidelines for sustainable trail design, construction, and maintenance. Detailed descriptions of guidelines and construction techniques are described in IMBA's *Trail Solutions* and *Managing Mountain Biking* texts. Adjustments to general guidelines based upon site-specific conditions will be needed. Several trail segments currently follow unsustainable alignments; these trail segments will need realignment or hardening, depending upon desired trail experience and skill rating.
- Develop pump track and BMX-style jump track close to parking and viewing facilities near the main existing trailhead for Beck Lake. Close proximity to the existing facilities allow for family members to engage



Jump Park in Colorado

y of outdoor activities within view of parents. Locating these facilities near the parking area and reservoir also allows for ease of maintenance access: dirt jumps and pump tracks require regular routine maintenance and access to water.

- Terrain and interest exists for the developments of a flow-based “pump and jump” course. Further site evaluation and potential user demand assessed to determine long-term sustainability and maintenance for such a course at the Park. Such courses are relatively short (~¼ mile), flow-based trails suitable for downhill directional, bike-only traffic.



Pump and jump trail under construction in Golden, Colorado

- Reroute any trail segments on private property. System trails should avoid private property; if there is a need to continue routes through private property, the City should solicit formal landowner agreements.
- Add trailhead signs to deter use for 24 hours following a rain event. Tread improvements may be needed in isolated low-lying areas prone to water retention, particularly near trailheads, where use is expected despite soil conditions.
- It is recommended that a signing system be implemented for the park and trails to guide users to an experience appropriate for their activity, skill, and fitness level. Kiosks and trail signs are also an effective risk management tool.
- Create a designated off-leash area for dogs. Regardless of whether this is within an existing fenced dispersed-use area on the property or in a separate set-aside designated area, there is great demand and heavy existing use on the site by visitors with their dogs.
- The site currently has some fences for grazing. If the site remains open for grazing allotments or is considered for continued off-leash dog activity, fences will need to be maintained and safe access and egress from fenced areas provided for trail users.
- The most commonly used canal crossing needs to be improved. Access across the canal needs to be permitted by the managing body (presumably the Canal Irrigation District). An additional crossing, toward the west end of the canal on the site is suitable for trail users, but is shared with vehicles. Ideally, a separate crossing could be developed for



Many trail users use this closed bridge across the canal to access the trail system. An improved crossing is needed.

trail users and occasional maintenance access.

- As the system grows in popularity, particularly with special events, there may be a need for additional, separated parking and trailhead access. A potential trailhead with road access on existing City property has been suggested along the eastern edge of the planning area, with the existing dirt access road from Highway 120 needing improvement. This trailhead would serve more advanced users who want to avoid congestion at the main Beck Lake trailhead, and could also be a staging area for special events.

Additional Facilities

Several comments were made during stakeholder meetings regarding the desire for a dedicated facility for paintball. It is up to the City and advisory group to decide whether the site is suitable for such activities and whether sufficient volunteer resources or potential revenue-generating mechanisms exist to support the long-term maintenance of such a facility. Assessing the feasibility of this facility is outside the scope of this document.

Costs and Funding

Costs are broad estimates based upon initial site visit and development potential and assume all design and construction by a professional trailbuilder. Engaging a professional in trail planning, design, and construction will generate the best park conditions for the long term. However, trail and facilities development can be undertaken in phases and volunteers can greatly offset costs for construction and maintenance. Generally, some sort of hybrid model works well for cost-conscious communities – where a professional is engaged in design, then leads/trains local volunteers and Parks staff during construction.

Shared-Use Trails

Design - \$500-800/mile

Construction - \$10,000-12,000/mile

Flow-style Bike-Specific Trails

Design/Build - \$25,000-28,000/mile

Pump Track and Jump Park (varies with size)

\$5,000-15,000

Bike Park (variety of facilities, fees vary)

\$20,000-200,000

IV. Conclusion

Next Steps

1. Create a Master Plan for the park expansion that sets a vision and scope for park development.
2. Create an Advisory Group to guide park master planning and community outreach.
3. Field delineate approximate trail corridors and boundaries for bike park facilities.
4. Finalize any cultural and resource reviews for the expansion area and corridor connections to adjacent BLM lands.
5. Create an approximate construction budget and development timeline, and explore funding mechanisms.
6. Continue planning leading to construction, including final design in the field of trail tread locations and technical trail features. It is recommended that a qualified trail contractor be retained for this portion of the project.
7. Construct new trails and decommission surplus trails. This effort may be phased over time.

It is hoped that this feasibility document will further the goal of creating a signature park for Cody and Park County that provides a setting that encourages health and fitness among area youth and families, and enhances the draw of the area for residents and visitors.



Beck Lake Recreation Area Bike Park Conceptual Plan

Summer 2011



PREPARED FOR: Shoshone Recreation District

PREPARED BY: The International Mountain Bicycling Association - Trail Solutions program
PO Box 7578
Boulder, CO 80306



ACKNOWLEDGEMENTS

City of Cody

Shoshone Recreation District

Bureau of Land Management, Cody Field Office

Park County Pedalers

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Conceptual Plan

The Shoshone Recreation District retained IMBA Trail Solutions to locate and design bike park facilities and shared-use trails within the Beck Lake Recreation Area expansion property and adjacent City and Bureau of Land Management (BLM) lands. This plan, in combination with the 2010 feasibility study provide needed planning steps in the development of a model recreational facility. The primary deliverables for the concept plan are maps (included in this document) and GIS layers (as separate files) locating the specific facilities and trails within the planning area. Additionally, cost estimates and recommended phasing for construction are given



Trail Details

Proposed system trails are a combination of new routes and existing trails to create a series of loops and diverse trail experiences within the setting. Total proposed trail system mileage is approximately 8 miles, made up of ~5 miles of new routes and ~3 miles of existing trails. Also proposed are 0.9 miles of trail closure (see *Table 1*).

Proposed routes were designed to create loops, reduce reliance on doubletrack, minimize erosion, and provide diverse experiences. Additionally, the Flow Trail is proposed as a bike-optimized trail and is intended to be ridden in the descending direction.

Existing trails proposed as system trails were selected based upon several criteria, including: route in a sustainable or maintainable alignment, route provides logical trail connection, and route provides desired experience.



Doubletrack routes are not ideal for system trails, but are often needed for utility access. Park users can still access them, but they are not proposed to be signed or improved as part of the system.

Route ID	Route Name	Type	Status	Proposed Skill Rating	Estimated Length (ft)	Proposed Phase	Comments
1	Flow Trail	Flagged	New	Intermediate	6930	1	pink flagging & green pin flags: 4-5% avg grade
2	Bike Park perimeter	Flagged	New	All	0	1	pink pin flags
3	Bike Park connector	Proposed	New	Beginner	1375	1	crosses wet area- ~100lf boardwalk
4	TH loop	Proposed	New	Beginner	1430	1	
5	Reroute connector	Proposed	New	Beginner	902	1	reroute to avoid private ppty
6	Flow connector	Proposed	New	Intermediate	187	1	
7	Windy Ridge	Proposed	New	Intermediate	4675	1	4-5% avg grade, okay to have pitches up to 8%
8	Windy Ridge	Proposed	New	Intermediate	649	1	4-5% avg grade, okay to have pitches up to 8%
9	Potato Chip	Proposed	New	Intermediate	1397	2	chip shale zone; 4-5% avg grade, okay to have pitches up to 8%
10	Sandstone Ridge	Proposed	New	Advanced	1540	2	winding route thru sandstone outcrop, 5-20% grades over rock
11	Potato Chip	Proposed	New	Intermediate	3036	2	chip shale zone; 4-5% avg grade, okay to have pitches up to 8%
12	East side	Proposed	New	Intermediate	1606	2	
13	East TH connector	Proposed	New	Beginner	2035	2	
14	Canal Trail	Proposed	Existing	Beginner	1650	1	improve, add RGDs, armor low spots
15	Warmup loop	Proposed	Existing	Beginner	2200	1	define route
16	Oly's Trail	Proposed	Existing	Advanced	1320	2	need to mark and define route
17	Warmup Loop	Proposed	Existing	Beginner	2156	1	mark & define, armor bentonite sections
18	Lower Sandstone	Proposed	Existing	Intermediate	2068	2	mark and define route
19	East Side	Proposed	Existing	Beginner	2090	2	mark and define route
20	Hanging Rock	Proposed	Existing	Intermediate	2310	1	mark and define route
21	Hanging Rock	Proposed	Existing	Intermediate	1892	1	improve, mark & define route
22	South BLM Connector	Proposed	Existing	Intermediate	110	1	existing rd, connect off lease area
25			Close		2024	1	private property
26			Close		1958	1	poor location, soils, fenceline
27			Close		231	1	confusing
28			Close		693	1	confusing, leads off lease area

Route Design

The Flow Trail was flagged and GPS'd on site during the planning visit June 1st-3rd.

Additional trail routes, as proposed here, will be flagged by trained volunteers using sustainable trail design principles, GPS tracks, and site-specific guidance provided by Trail Solutions. These volunteers will create GPS tracks for the final flagged routes. Trail Solutions will confirm sustainable track alignment and revise tracks as needed.

Trail Construction

Trail construction should follow IMBA guidelines, as described in IMBA's *Trail Solutions* and *Managing Mountain Biking* texts and current best management practices in the construction of bike-optimized trails, shared-use trails, and bike-park features. In order that the park best meets the needs of users, it is strongly recommended that trails and facilities be constructed under the guidance of a

qualified professional trail contractor, experienced in bike-specific facilities *and* shared-use trail construction. The *Professional Trailbuilders Association* (www.trailbuilders.org) is the best source for finding qualified trail and bike park contractors.

Trail Improvements

Existing trails will need some improvements to be brought up to IMBA guidelines for sustainable trail construction, and so that trail experience is consistent as users travel from existing trails to new routes. Detailed descriptions of guidelines and construction techniques are described in IMBA’s *Trail Solutions* and *Managing Mountain Biking* texts.

Trail Closure

Many existing trails and roads exist within the planning area that will not be made part of the system nor recommended for closure. These routes range from doubletrack utility roads to cattle trails. It is not feasible or desirable to close all of the existing routes in the planning area. Utility and maintenance access needs to be maintained along many of the doubletrack routes. Cattle will continue to traverse the area; indeed, keeping these minor trails may encourage cattle to use these routes rather than traveling along system trails. Closures are recommended only for routes that are on or lead to private property, that will cause undo confusion to users, and/or are in a particularly unsustainable alignment. Closures should follow best practices given the setting, including scarification of compacted surfaces, placement of woody and other organic debris to disguise the corridor, and temporary signs to alert trail users.

Trail Facilities

Bike Park

A bike park is a discrete developed facility for bike-specific skills development in a controlled setting. Bike parks usually include a variety of natural obstacles such as rocks and logs, imaginative constructed features like ladder bridges, along with pump tracks and dirt jumps—all collected in a compact setting. Bike parks make introduction to and progression within mountain biking more readily available to the public—especially to kids. The proposed bike park facilities for Beck Lake are discussed below; table 2 shows dimensions for each feature (park and feature locations are shown in *Appendix B*).

Skills Area

Purpose: To provide an area for skill development.

Description: A skills area provides a place for riders to test and assess their skills before hitting the trails. Skills areas typically contain progressive challenge elements with low risk in a discrete area. Elements may include log rides, ladder bridges, “skinnies”,



drops, rock features, and other challenge elements focused on technical skill.

Pump Track

Purpose: The sequence of rollers and berms in a pump track allow riders to learn how to maintain momentum and balance in a slow-speed, low-risk setting. Anyone can have fun on a pump track. More advanced riders can float through a full lap or several laps with minimal pedaling, challenging themselves to manual or jump through and over rollers, transition across lines, and other maneuvers focused on style and finesse.

Description: Pump tracks are a dedicated bike facility in miniature, usually of ¼ acre or less, constructed of packed mineral soil. They are extremely popular with both trail and park riders and provide a high use facility with a small footprint. A well-built pump track can be ridden without pedaling as “pumping” the bike up and down earthen swales creates forward momentum. As pump tracks have gained in popularity during the last few years they have been recognized as very efficient in improving fitness and bike handling skills. As with skills areas, a well-built pump track can be an effective risk management tool as it provides a high thrill, yet low risk, area for riders to warm up and practice on before heading out on the trails.



Gravity Pump Line

Purpose: Provide a track for riders to focus on rhythm and efficiency of bicycle motion and momentum. Learn to “surf” the lines and carry speed through gravity dips and turns. Skills gained here in balance, maintaining momentum, timing, body positioning, and speed translate into skills for singletrack and for other bike park features, such as dirt jumps.

Description: Like pump tracks and dirt jump lines, pump lines provide a heavily manipulated trail experience that appeals to many bicyclists. The key component of a pump line is essentially a linear flow line with a bermed turn at the end, which ties into a return track. Specifically, the routes are collections of insloped turns and exaggerated rolling features, similar to those found in a pump track but on a larger scale. Depending on the suitability of soils and nature of the site, these features are constructed from imported or locally harvested material. A single return route allows visitors to “session” the area; making repeated passes through the track.



Dirt Jumps

Purpose: Allow users to learn to jump and progress to larger jumps in an area designed for that purpose.

Description: Dirt jump lines have been popular since the first BMX bike was made. Dirt jump lines have rollers and berms like pump tracks and flow lines, but these rollers have lips and transitions, unlike these other features. These features make the lines specific for jumping and are typically not suitable for other types of riding. Jump lines should be in parallel, with beginner, intermediate, and advanced lines. Lines are preceded by a ramp roll-in, so that riders can generate speed needed to make the jumps; and end in a large berm, which guides all riders in the same direction, towards the return track.

Bike Park Features	Comments	Area (acre)	Dimensions (ft)
Total park area	maximum area of disturbance	3.44	300'x500'
Beginner skills area		0.39	100'x170'
Intermediate skills area	width ranges 80' to 100'	0.33	90'x160'
Pump track		0.41	100'x180'
Jump lines	3 lines: beg, int, adv	0.36	70'x225'
Gravity pump line		0.22	35'x270'

Proposed Special Use Areas

In addition to trails and a bike park, several other facilities for park users are planned:

- Off-leash Dog Area – a discrete location for dogs to engage in pack play and socialize off-leash. Two proposed options are shown; agencies and stakeholders will need to decide which site is best for development. This area should be fenced or otherwise screened (thru distance and/or topography) from other popular use areas. Waste bags and receptacles are needed.
- Disc-Golf Area – one or two areas for 9 to 18-hole disc golf. Area needs vary, depending upon terrain. Avoid placing baskets too close to high trail use areas or intersections.
- Paintball Area – paintball requires a relatively large area, and needs to be away from trail use and trailhead areas. The proposed location is outside of any proposed system trails to avoid user conflict. Ample space is available for associated structures, as desired.

Proposed locations for these features are shown in *Appendix A*. These are recommended locations based upon input from City Staff and public input; in some cases, more than one location is proposed. This document reflects best available locations given known constraints and desires. Agencies and stakeholders may decide that other locations are preferable to those proposed.

Facility Improvements

Canal Bridge

The most commonly used canal-crossing must be replaced. This bridge location represents the primary existing and proposed crossing of the canal for trail system access. Access across the canal needs to be permitted by the managing body (presumably the Canal Irrigation District).

Water and Tools for Bike Park

Convenient access to water is necessary for jump construction and regular maintenance. A possible water storage option is a small tank located just below the bike path and immediately adjacent to the bike park. Water can be pumped periodically into the tank from the reservoir, then be gravity-fed for use in the park.

With water, tools are needed for routine maintenance of dirt features. A storage shed with tools, accessible by bike park users, is ideal to create a culture of care for features. Without tools and water, dirt features will rapidly fall into neglect and disuse.

Signs: Maps and Wayfinding

Signs are an important part of a successful trail system. Signs help users to navigate and interpret the environment. In combination with a stacked loop style trail system, signs guide users to the trail experience that meets their expectations based upon abilities and interests. Large trail maps at the trailhead, along with smaller maps at major intersections (e.g. top of the Flow Trail), are helpful in orienting users to the system and assuring that they have an experience that meets their expectations.

Wayfinding signs along trails help users navigate the system without maps, and reassure users that they are on their intended route. Wayfinding signs or cairns will be particularly important where trails intersect, there are other uses (e.g. near disc golf), and/or there are other existing non-system routes (e.g. utility roads or cattle trails).

Wind and Sun Shelters

Steady winds and sun can make park experiences uncomfortable, particularly for beginners and families. Consider adding small wind and sun shelters above the bike park and at the top of the Flow Trail. These are great locations for park users to rest, put on protective equipment, watch others enjoy the facilities, or simply have a snack.

Phased Implementation

Phase I

- Flow Trail, Hanging Rock, and Windy Ridge. Sustainable trail climb and bike-optimized descent combine to create a loop. Creates experience very different than currently available on park trails, particularly for bicyclists.
- Warm-up Loop and Bike Park and Trailhead connectors. Loop for beginners, provides primary trail access from bike park and trailhead to system trails across canal bridge.
- Pump Track, Jump Lines, and Skills Areas. Bike Park facilities are a great way to draw a wide range of existing cyclists and new users to the park. It is expected that pump track and jump lines will be the most popular facilities. Skills areas provide essential skill development for users wanting to tackle obstacles they may find on the park's trails.

Phase II

- Oly's Trail. This sandstone ridge has several existing trails and presents a great opportunity to provide technical challenge for hikers, runners, and bicyclists. This trail will require significant route delineation and armoring to minimize impacts to non-rock surfaces (prevent vegetation and soil loss). There can be several routes to provide advanced and expert lines.
- East Side Trails and Potato Chip Trails provide additional beginner and intermediate level loop options, and connect to Oly's Trail to provide loops. Existing routes in these areas can be used in the interim.



Rock outcropping currently enjoyed by more advanced bikers and cyclists

Costs and Funding

Costs are broad estimates based upon site visits and development potential and assume all design and construction by a professional trailbuilder. Engaging a professional in trail planning, design, and construction will generate the best park conditions for the long term. However, trail and facilities development can be undertaken in phases and volunteers can greatly offset costs for construction and maintenance. Generally, some sort of hybrid model works well for cost-conscious communities – where a professional is engaged in design, then leads/trains local volunteers and Parks staff during construction.

Cost Estimates - Trails

ID	ROUTE NAME	NOTES	STATUS	LF GIS	EST LF (x 1.15)	LOW COST LF	AVG COST LF	HIGH COST LF	LOW COST TOTAL	HIGH COST TOTAL	PHASE
1	Flow Trail	pink flagging & green pin flags	New	6,300	7,245	\$4.80	\$6.00	\$7.20	\$34,776	\$52,164	1
2	Bike Park perimeter	pink pin flags	New	1,600	1,840	\$2.40	\$3.00	\$3.60	\$4,416	\$6,624	1
3	Bike Park connector	crosses wet area- ~100lf boardwalk	New	1,250	1,438	\$4.40	\$5.50	\$6.60	\$6,325	\$9,488	1
4	TH loop		New	1,300	1,495	\$3.20	\$4.00	\$4.80	\$4,784	\$7,176	1
5	Reroute connector	reroute to avoid private ppty	New	820	943	\$3.20	\$4.00	\$4.80	\$3,018	\$4,526	1
6	Flow connector		New	170	196	\$4.80	\$6.00	\$7.20	\$938	\$1,408	1
7	Windy Ridge		New	4,250	4,888	\$4.00	\$5.00	\$6.00	\$19,550	\$29,325	1
8	Windy Ridge		New	590	679	\$4.00	\$5.00	\$6.00	\$2,714	\$4,071	1
9	Potato Chip	chip shale zone	New	1,270	1,461	\$4.00	\$5.00	\$6.00	\$5,842	\$8,763	2
10	Sandstone Ridge	winding route thru sandstone outcrop	New	1,400	1,610	\$4.80	\$6.00	\$7.20	\$7,728	\$11,592	2
11	Potato Chip	chip shale zone	New	2,760	3,174	\$4.00	\$5.00	\$6.00	\$12,696	\$19,044	2
12	East side		New	1,460	1,679	\$4.00	\$5.00	\$6.00	\$6,716	\$10,074	2
13	East TH connector		New	1,850	2,128	\$3.20	\$4.00	\$4.80	\$6,808	\$10,212	2
14	Canal Trail	improve, add RGDs, armor low spots	Existing	1,500	1,725	\$2.40	\$3.00	\$3.60	\$4,140	\$6,210	1
15	Warmup loop	define route	Existing	2,000	2,300	\$0.80	\$1.00	\$1.20	\$1,840	\$2,760	1
16	Oly's Trail	need to mark and define route	Existing	1,200	1,380	\$8.00	\$10.00	\$12.00	\$11,040	\$16,560	2
17	Warmup Loop	mark & define, armor bentonite sections	Existing	1,960	2,254	\$0.80	\$1.00	\$1.20	\$1,803	\$2,705	1
18	Lower Sandstone	mark and define route	Existing	1,880	2,162	\$0.80	\$1.00	\$1.20	\$1,730	\$2,594	2
19	East Side	mark and define route	Existing	1,900	2,185	\$0.80	\$1.00	\$1.20	\$1,748	\$2,622	2
20	Hanging Rock	mark and define route	Existing	2,100	2,415	\$0.80	\$1.00	\$1.20	\$1,932	\$2,898	1
21	Hanging Rock	improve, mark & define route	Existing	1,720	1,978	\$0.80	\$1.00	\$1.20	\$1,582	\$2,374	1
22	South BLM Connector	existing rd, connect off lease area	Existing	100	115	\$0.80	\$1.00	\$1.20	\$92	\$138	1

Cost Summary – Trails

	LOW ESTIMATE	HIGH ESTIMATE
Phase 1	\$87,910.60	\$131,865.90
Phase 2	\$54,307.60	\$81,461.40
Total	\$142,218.20	\$213,327.30

Cost Estimates – Bike Park Features

BIKE PARK FEATURE	NOTES	AREA (AC)	DIMENSIONS (FT)	AVERAGE COST	LOW COST ESTIMATE	HIGH COST ESTIMATE
Beginner skills		0.39	100'x170'	\$9,900.00	\$7,920	\$11,880
Intermediate skills	width ranges 80' to 100'	0.33	90'x160'	\$11,880.00	\$9,504	\$14,256
Pump track		0.41	100'x180'	\$19,800.00	\$15,840	\$23,760
Jump lines	3 lines: beg, int, adv	0.36	70'x225'	\$19,800.00	\$15,840	\$23,760
Gravity pump line		0.22	35'x270'	\$9,900.00	\$7,920	\$11,880
Total Park Area	max area of disturbance	3.44	300'x500'	\$71,280.00	\$57,024.00	\$85,536.00



MEETING DATE:	JUNE 19, 2012
DEPARTMENT:	CITY PLANNER
PREPARED BY:	TODD STOWELL
CITY ADM. APPROVAL:	_____
PRESENTED BY:	TODD STOWELL

AGENDA ITEM SUMMARY REPORT **Summit Housing Group – Willow Creek Apts.**

ACTION:

The Summit Housing Group has requested a letter from the Mayor and Council in support of their application to the WCDA for Low Income Housing tax credits.

SUMMARY:

In January of 2012, the City Council authorized the Mayor to submit a letter of support for a 40-unit apartment project by Summit Housing Group known as the Oregon Trail Apartments, off of Cougar Ave. Summit Housing Group did not obtain the 2012 Low Income Housing Tax Credits from the Wyoming Community Development Authority (WCDA) in that round of applications. They have revised their project by lowering the rents, renaming it as Willow Creek, and making some adjustments to the site plan (more landscaping and community gardens). Of the forty units, thirty-two units would be 2-bedroom and eight would be 3-bedroom. The rent for the 2-bedroom units would start at \$538 per month, and rent for the three bedroom units would start at \$643 per month. If the Summit Housing Group is successful in this round of WCDA applications, their plan is to start construction before the end of the year.

The property is zoned Residential B, which allows the density and general configuration shown. A draft letter of support is enclosed for your consideration.

FISCAL IMPACT

The applicants have not asked for any incentives from the City, so it does not appear there will be any costs to the City for the project.

ALTERNATIVES

Deny or approve the request for a letter of support.

RECOMMENDATION

The Park County Housing Assessment indicates that on a cumulative basis, lower income households are expected to represent about 65 % of the total rental housing market. The study also indicates that lower income households include persons who are the backbone of various industries in the Park County economy. It would appear that there is a shortage of affordable housing in Park County and this proposal will help to address the need.

ATTACHMENTS

- Short Narrative by Applicant
- 40-Unit Site Plan
- Two-story Elevation
- Draft letter of support

AGENDA ITEM NO. _____

AGENDA & SUMMARY REPORT TO:

N/A

Willow Creek Apartments

Summit Housing Group, Inc. is applying for 2012 Low Income Housing Tax Credits (LIHTC) from the WCDA on June 22, 2012 as developer of Willow Creek Apartments. The Limited Partnership will be Willow Creek Apartments, LP. The General Partner is Long Development, Inc. The property will be managed by Highland Property Management, Inc. All entities are 100% owned by Scott Long, a Montana resident.

Summit Housing Group, Inc. has developed 666 finished units in Montana and Wyoming from 2003 through 2010 and is currently developing 90 additional units in Sheridan, Wyoming. We have a great working relationship with the WCDA and the lenders and the investors necessary to put this type of development together. Awards are usually announced near the end of August. At that point we would take the deal through the necessary city approvals and start construction in December 2012. We anticipate starting lease up of the apartments approximately 10 to 12 months later (October or November of 2013).

Willow Creek Apartments will be located at TBD Cougar Ave, Cody, WY 82414, also known as Lot 7-A, Fenex Subdivision, according to the Record of Survey showing Boundary Adjustment Survey recorded in Book "J", Page 113, Park County, Wyoming. Total project costs are \$6,323,355. Estimated annual tax credits are \$559,035. Assumed pricing for these tax credits is \$.85 or \$4,751,322 total. Additional financing would include a construction loan of \$3,699,824, a permanent loan of \$120,000 and a WCDA Home Loan of \$1,450,000.

Willow Creek Apartments will consist of 2 and 3 bedroom units in the Low Home and 45% Area Media Income (AMI) rent levels and will be targeted to maximize the need identified by our current market study. The breakdown of rents is noted below.

Income Level	# of units	Gross Max. Rent	Utility Allowance	Net Max. Rent	Mkt. Rental Adjustment	Net Rent	Rent Totals	Total Sq. Ft
1-BR @ 40%	0			0	0	0	0	0
2-BR @ 40%	7	653	89	564	(57)	538	3,766	7,098
3-BR @ 40%	4	799	100	696	(70)	643	2,572	4,696
	<u>7</u>	<u>28.21%</u>						
1-BR @ 45%	0				0	0	0	0
2-BR @ 45%	25	691	89	602	(61)	538	13,450	25,350
3-BR @ 45%	3	799	103	696	(70)	643	1,929	3,522
Tot. 45%	<u>32</u>	<u>71.79%</u>						
1-BR @ 50%	0				0	0	0	0
2-BR @ 50%	0	0	0	0	(0)	0	0	0
3-BR @ 50%	0	0	0	0	(0)	0	0	0
Tot. 60%	<u>0</u>	<u>0%</u>						0
Total Rentable Mgrs. Unit	39							
	<u>1</u>	2 bed MGR					0	1174
	<u>40</u>	1 bedroom converted to office					<u>21,717</u>	<u>24,442</u>

Unit	Sq. Ft.
1 bdrm.	0
2 bdrm.	1,014
3 bdrm.	1,174

SUMMIT HOUSING GROUP



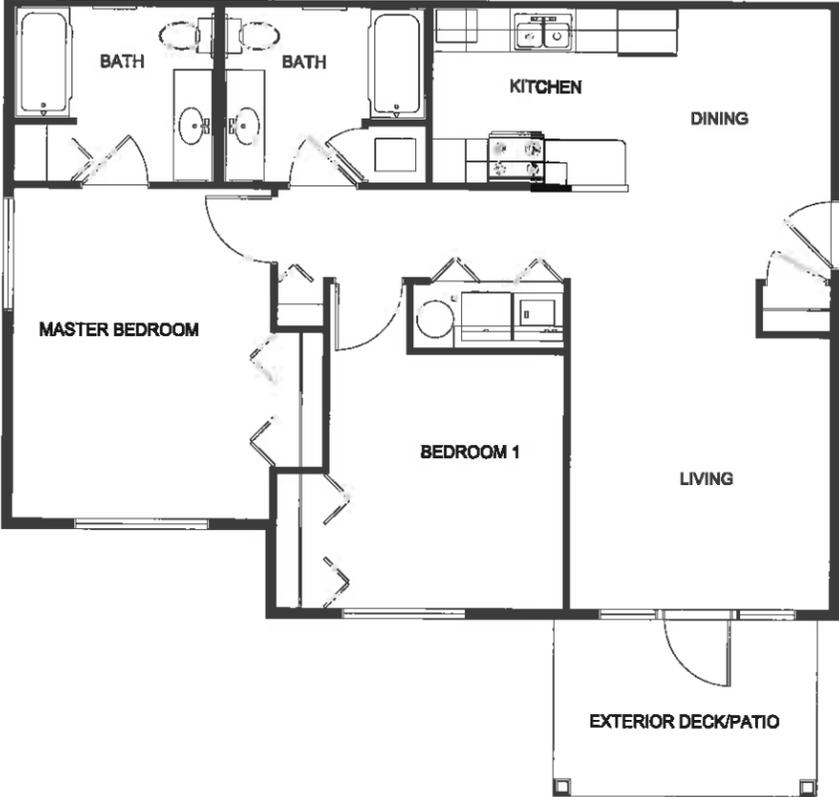
1/16" = 1'-0"

PROPOSED WILLOW CREEK APARTMENTS ELEVATIONS

6/2012

CODY, WYOMING

SUMMIT HOUSING GROUP



2-Bedroom Floor Plan (1014 sq.ft. / Unit)



3-Bedroom Floor Plan (1174 sq.ft. / Unit)

WILLOW CREEK APARTMENTS

PROPOSED CODY FAMILY UNIT FLOOR PLANS

1/8" = 1'-0"

6/2012

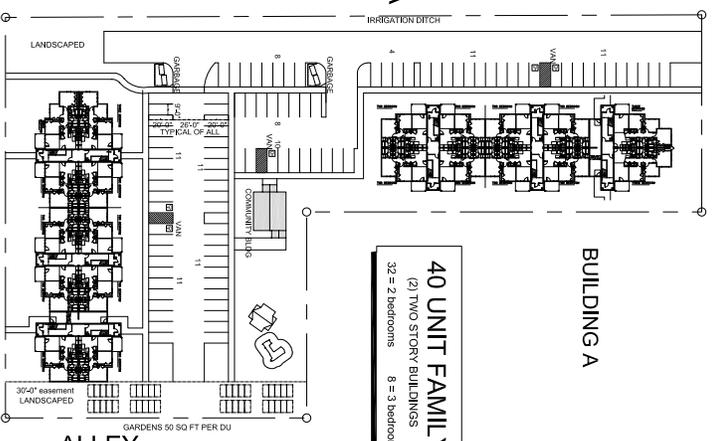
CODY, WYOMING

COUGAR AVENUE

PARCEL 7-A

BUILDING A

40 UNIT FAMILY
(2) TWO STORY BUILDINGS
32 = 2 bedrooms
8 = 3 bedrooms



WEST AVENUE

BUILDING A

(16) 2 bedrooms & (4) 3 bedrooms

BUILDING B

(16) 2 bedrooms & (4) 3 bedrooms

ALLEY

BUILDING B

1" = 100'-0"

WILLOW CREEK APARTMENTS
PROPOSED CODY WYOMING FAMILY SITE PLAN

6/2012

3.15 ACRES

Parking Requirements
REQUIRED OFF STREET PARKING: MULTI-FAMILY
8-3 BEDROOM/2.5 PER D.U.=20
32-2 BEDROOM=2 PER D.U.=64
TOTAL REQUIRED= 84 SPACES REQUIRED, 96 SHOWN



CITY OF CODY
WYOMING

June 19, 2012

Mr. Jack Jenks
Summit Housing Group, Inc.
283 West Front Street, Suite 1
Missoula, MT 59802

RE: Willow Creek Apartments
40-Unit Multifamily LIHTC Project in Cody, Wyoming

Dear Mr. Jenks,

Thank you for keeping the City Council informed of your proposed affordable housing project.

As you know, the Cody City Council unanimously approved providing a letter of support for Summit Housing Group's development of the Willow Creek Apartments at TDB Cougar Avenue, Cody, WY 82414, also known as Lot 7-A, Fenex Subdivision. We wholeheartedly support your efforts to provide affordable multi-family housing in Cody, and believe that this project will fill a need in our community.

The City of Cody is experiencing continued growth and housing, especially affordable housing, is in short supply. Your proposed mix of thirty-two 2-bedroom and eight 3-bedroom units will help meet the housing needs of small and large families making less than 45% of the area median income. With the increased cost of living in Cody, we feel that affordable housing of this type will address the needs of our community for workforce housing. The Willow Creek Apartments will also help meet the affordable housing needs documented in the Park County Housing Assessment. We wish you well in your application to the Wyoming Community Development Authority (WCDA) for the Low Income Housing Tax Credits.

We look forward to the addition of your affordable multi-family housing project to our community. Please do not hesitate to contact me if you need further assistance.

Sincerely,

Nancy Tia Brown
MAYOR

Donny Anderson
Charles Cloud
Bryan Edwards
Jerry Fritz
Steve Miller
Stan Wolz
COUNCIL MEMBERS

C. Edward Webster II
MUNICIPAL JUDGE

Jennifer R Rosencranse
CITY ADMINISTRATOR

1338 Rumsey Avenue
P.O. Box 2200
Cody, Wyoming 82414

(307) 527-7511
FAX (307) 527-6532

Nancy Tia Brown, Mayor

MEETING DATE:	JUNE 19, 2012
DEPARTMENT:	CITY PLANNER
PREPARED BY:	TODD STOWELL
CITY ADM. APPROVAL:	_____
PRESENTED BY:	TODD STOWELL

AGENDA ITEM SUMMARY REPORT **Park County Animal Shelter—Improvements**

ACTION:

The Park County Animal Shelter is requesting City Council permission to install a new cat pen, storage shed, and related improvements on City property.

SUMMARY:

The proposed improvements are shown on the attached site plan and include:

- A 12' by 20' cat pen, consisting of a concrete slab, no-climb wire fence, and mesh/net top. A wooden fence will be placed on the north side of the cat pen as a wind/visual barrier.
- Sidewalk around the cat pen.
- A 12' by 16' storage shed, matching the existing shed.
- Storm water retention improvements.

The site plan was approved by the Planning and Zoning Board, subject to City Council approval of the improvements and coordination with staff on the storm water facilities.



FISCAL IMPACT

None identified.

ALTERNATIVES

Deny or grant permission to install the requested improvements on City property.

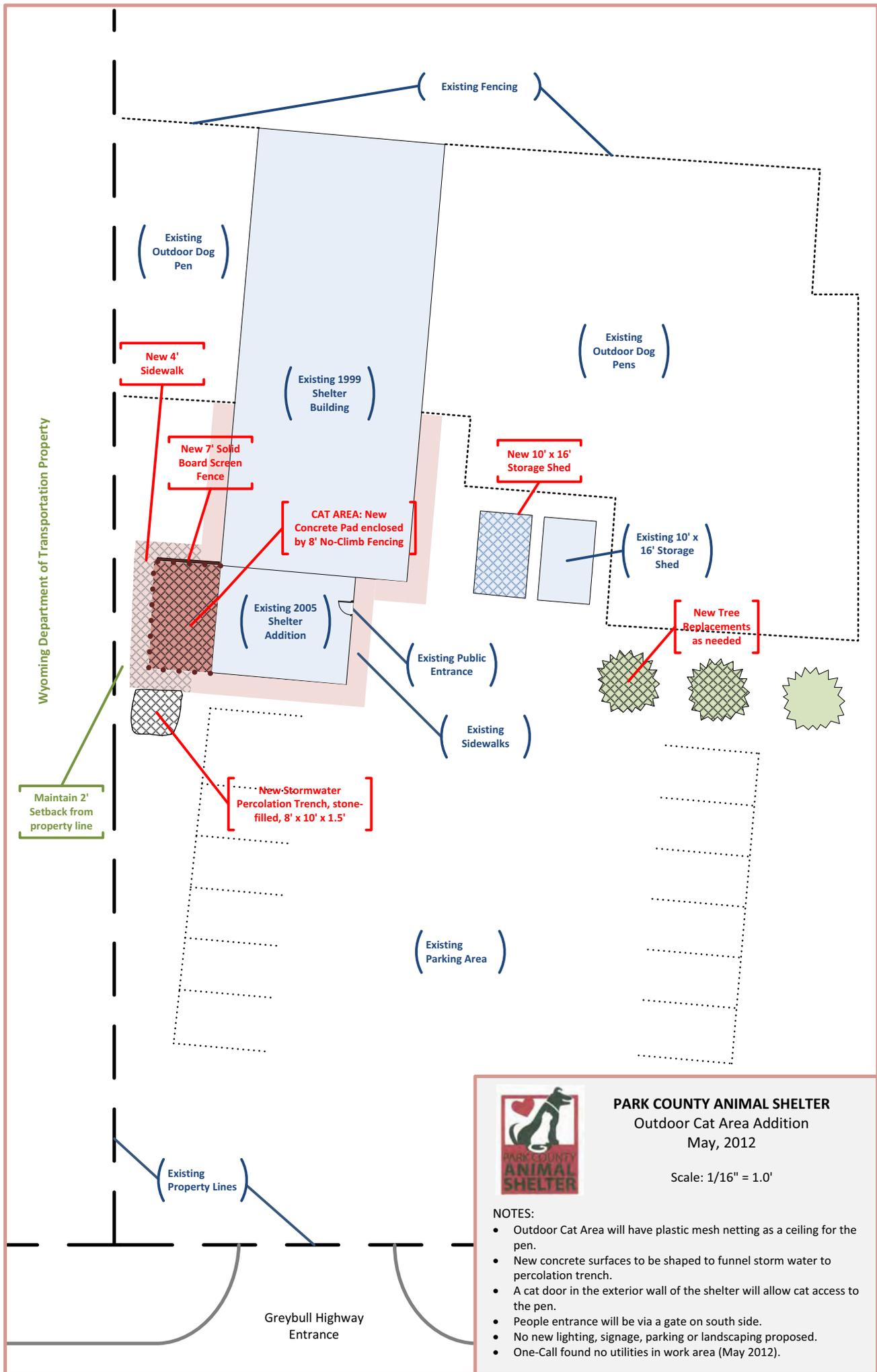
ATTACHMENTS

Site Plan

AGENDA & SUMMARY REPORT TO:

N/A

AGENDA ITEM NO. _____



PARK COUNTY ANIMAL SHELTER
 Outdoor Cat Area Addition
 May, 2012

Scale: 1/16" = 1.0'

NOTES:

- Outdoor Cat Area will have plastic mesh netting as a ceiling for the pen.
- New concrete surfaces to be shaped to funnel storm water to percolation trench.
- A cat door in the exterior wall of the shelter will allow cat access to the pen.
- People entrance will be via a gate on south side.
- No new lighting, signage, parking or landscaping proposed.
- One-Call found no utilities in work area (May 2012).

NOTICE OF HEARING ON CITY BUDGET

Notice is hereby given that a public hearing on the proposed budget for the City of Cody, Wyoming for the fiscal year ending June 30, 2013, which is now being considered by the Council of said City, will be held in the Council Chambers of City Hall on the 19th day of June, 2012, at 7:00 pm or as soon thereafter as practical, any and all persons interested may appear and be heard respecting such budget. A summary of the budget is as follows:

SUMMARY OF BUDGET REQUIREMENTS

Fund	Total Estimated Cash Available For Budget	Total Estimated Revenue Available	Estimated Total Cash Plus Revenues	Estimated Total Requirements for Appropriation	Estimate of Tax Requirements
General Fund	\$ 5,199,028	\$ 14,099,693	\$ 19,298,721	\$ 15,830,329	\$ 555,129
Solid Waste Fund	\$ 1,622,938	\$ 2,503,486	\$ 4,126,424	\$ 2,838,153	
Water Fund	\$ 1,450,844	\$ 3,361,591	\$ 4,812,435	\$ 3,502,005	
Wastewater Fund	\$ 1,249,557	\$ 1,199,616	\$ 2,449,173	\$ 1,501,346	
Electric Fund	\$ 2,186,540	\$ 10,838,332	\$ 13,024,872	\$ 11,497,568	
Vehicle Replacement Fund	\$ 1,866,691	\$ 409,676	\$ 2,276,367	\$ 424,000	
Lodging Tax Fund	\$ 419	\$ 90,410	\$ 90,829	\$ 90,000	
Public Improvements Fund	\$ 24,046	\$ 553,088	\$ 577,134	\$ 510,329	
Total City Appropriation	\$ 13,600,063	\$ 33,055,892	\$ 46,655,955	\$ 36,193,731	\$ 555,129

General Fund	
Mayor - Council	\$ 320,360
City Attorney	\$ 83,587
City Administrator	\$ 141,217
Administrative Services	\$ 5,661,931
Police	\$ 2,876,303
Parks Maintenance	\$ 986,465
Public Facilities	\$ 516,830
Recreation Center	\$ 1,112,969
Aquatics	\$ 927,096
Community Development	\$ 610,814
Streets	\$ 2,250,056
Vehicle Maintenance	\$ 342,702
Public Transportation	\$ -
Total Requirements	\$ 15,830,329

Solid Waste	\$ 2,838,153
Total Requirements	\$ 2,838,153

Water Fund	\$ 3,502,005
Total Requirements	\$ 3,502,005
Wastewater Fund	\$ 1,501,346
Total Requirements	\$ 1,501,346
Electric Fund	\$ 11,497,568
Total Requirements	\$ 11,497,568
Lodging Tax Fund	\$ 90,000
Total Requirements	\$ 90,000
Vehicle Replacement Fund	\$ 424,000
Total Requirements	\$ 424,000
Public Improvements Fund	\$ 510,329
Total Requirements	\$ 510,329

Publish: June 11, 2012

City of Cody, Wyoming
Cynthia Baker, Administrative Services Officer

MEETING DATE: JUNE 19, 2012
DEPARTMENT: ADMINISTRATIVE SERVICES
PREPARED BY: SARA WEAD, ASSISTANT
ADMINISTRATIVE SERVICES OFFICER
PRESENTED BY: SARA WEAD, ASSISTANT
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:

Approval the renewal of 2 Bar & Grill Licenses, 3 Limited Retail Licenses, 12 Restaurant Licenses, 21 Retail Licenses, and 1 Winery Permit.

SUMMARY OF INFORMATION:

The City of Cody has issued 2 Bar & Grill Licenses, 3 Limited Retail Licenses, 12 Restaurant Licenses, 21 Retail Licenses, and 1 Winery Permit. All businesses with a current liquor license have applied for renewal of their license, 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, 2012.

Approval of the license renewals also includes the current outdoor serving areas previously approved along with 2 new requests for approval of an outdoor serving area from the VFW and Heritage Bakery.

In addition, 2 applications, the VFW and Maverik, reflect a change in the dispensing room description however no physical changes were made which altered the dispensing room.

FISCAL IMPACT

If all liquor license renewal applications are approved, the City will receive renewal fees in the amount of \$39,100.02.

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 ITEM NO. _____

AGENDA & SUMMARY REPORT TO:

See attached list.

Report Criteria:

License Type.License type = "LIQUOR LICENSE"

License.Status = "Active"

osa = outdoor serving area

Account Number	Business Name	License Number	License Description	Business Telephone 1
BAR & GRILL LIQUOR LICENSE				
418	TLJ LLC (osa)	418	BAR & GRILL LIQUOR LICENSE	307-587-9556
420	WRCH-CODY INC	420	BAR & GRILL LIQUOR LICENSE	307-527-7731
Total BAR & GRILL LIQUOR LICENSE:				2
LIMITED RETAIL LIQUOR LICENSE				
412	ELKS BPO 1611	412	LIMITED RETAIL LIQUOR LICENSE	307-587-2533
413	FRATERNAL ORDER OF EAGLES	413	LIMITED RETAIL LIQUOR LICENSE	307-587-4573
414	VFW 2673 (osa)	414	LIMITED RETAIL LIQUOR LICENSE	307-587-3671
Total LIMITED RETAIL LIQUOR LICENSE:				3
RESTAURANT LIQUOR LICENSE				
415	CJV INC	415	RESTAURANT LIQUOR LICENSE	307-527-7320
419	DELPH MARKETING INC (osa)	419	RESTAURANT LIQUOR LICENSE	307-587-0887
421	FRED-T-MAC LLC	421	RESTAURANT LIQUOR LICENSE	307-272-5770
624	HERITAGE BAKERY LLC (osa)	624	RESTAURANT LIQUOR LICENSE	307-587-2622
422	HERNANDEZ, ILDEFONSO	422	RESTAURANT LIQUOR LICENSE	307-587-4045
567	JUNE BUG, LLC	567	RESTAURANT LIQUOR LICENSE	307-578-8542
423	JURADO, ANTONIO	423	RESTAURANT LIQUOR LICENSE	307-587-5108
529	LUZH-S CO (osa)	529	RESTAURANT LIQUOR LICENSE	307-586-9798
417	MIURA INC	417	RESTAURANT LIQUOR LICENSE	307-527-7116
411	PIZZA HUT OF CODY INC	411	RESTAURANT LIQUOR LICENSE	307-527-7819
399	SUNSET HOUSE INC	399-1	RESTAURANT LIQUOR LICENSE	307-587-5323
394	ZAPATA'S INC (osa)	394	RESTAURANT LIQUOR LICENSE	307-527-7181
Total RESTAURANT LIQUOR LICENSE:				12
RETAIL LIQUOR LICENSE				
401	ALEM INC (osa)	401	RETAIL LIQUOR LICENSE	307-587-6200
398	BREWGARDS LOUNGE LLC (osa)	398	RETAIL LIQUOR LICENSE	307-899-1932
368	BUFFALO BILL MEMORIAL ASSOCIATION	368	RETAIL LIQUOR LICENSE	307-587-4771
388	C.I.H. INC (osa)	388	RETAIL LIQUOR LICENSE	587-4221
400	CASSIE'S SPIRITS INC (osa)	400	RETAIL LIQUOR LICENSE	307-527-5500
405	COOTER BROWN'S LLC	405	RETAIL LIQUOR LICENSE	307-587-3213
679	DIEHL ENTERPRISES INC (osa)	679	RETAIL LIQUOR LICENSE	307-587-0202
263	ECHO ELELSEE LLC (osa)	263	RETAIL LIQUOR LICENSE	307-527-7666
410	JAMES L BASSETT 2008 REVOCABLE TRUST	410	RETAIL LIQUOR LICENSE	307-587-3661
403	MAVERIK INC	403	RETAIL LIQUOR LICENSE	307-885-3861
406	OLIVE GLENN GOLF COURSE & COUNTRY CLUB (osa)	406	RETAIL LIQUOR LICENSE	307-587-5308
364	PREVOST, MICHELE	364	RETAIL LIQUOR LICENSE	587-4472
313	QUIN BLAIR ENTERPRISES INC	313	RETAIL LIQUOR LICENSE	307-587-5555
407	RED EAGLE OIL INC	407	RETAIL LIQUOR LICENSE	307-527-5391
347	ROADGRILL, LLC	347	RETAIL LIQUOR LICENSE	307-899-5755
652	SOARING PEAK ENTERPRISES	652	RETAIL LIQUOR LICENSE	307-527-6461
408	STECKS INC	408	RETAIL LIQUOR LICENSE	307-587-2980
246	SUNSET PROPERTIES (osa)	246	RETAIL LIQUOR LICENSE	307-587-5323
409	SUPER BOWL LLC	409	RETAIL LIQUOR LICENSE	307-587-5310
376	THE PROUD CUT SALOON INC (osa)	376	RETAIL LIQUOR LICENSE	307-527-6905
402	WILDER ENTERPRISES	402	RETAIL LIQUOR LICENSE	307-587-3380
Total RETAIL LIQUOR LICENSE:				21

Account Number	Business Name	License Number	License Description	Business Telephone 1
WINERY PERMIT				
608	BUFFALO JUMP WINES LLC	608	WINERY PERMIT	307-250-7653
Total WINERY PERMIT:				1
Grand Totals:				39

Report Criteria:

License Type.License type = "LIQUOR LICENSE"

License.Status = "Active"

3. **Leases:** If the premises are not owned by licensee, attach a copy of the lease agreement which shows that the right to occupy the premises continues through the term of the license and contains an agreement that alcoholic or malt beverages may be sold upon the leased premises. Please indicate the page and paragraph of lease that shows the date of expiration. W.S.12-4-103(a)(iii)

- a) DATE lease expires: 11/1/2018, located on page 1, paragraph 3 of lease document.
- b) Provision for SALE of alcohol or malt beverages located on page 2, paragraph 1 of lease document.

4. **Restaurant and Bar and Grill Liquor Licenses Only:**

a) Gross sales figures and percentages of income derived from:
W.S.12-4-408(b)

Gross Sales: \$ 499,855
 Food Sales: \$ 374,891 (75 %)
 Liquor Sales: \$ 124,963 (25 %)
 YES NO

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)

5. **If applicant is a Microbrewery:**

- a) Did you produce over 100 barrels (3,100 gallons) but less than 15,000 barrels (465,000 gallons during the previous license term?
W.S.12-1-101(a)(xix) YES NO
- b) Do you self distribute your products? YES NO
- c) Do you distribute your own products through an existing malt beverage wholesaler? YES NO

6. **If applicant is an Individual(s) or Partnership:** State the name, date of birth and residence of the applicant and of each applicant or partner, if the application is made by more than one individual or partnership.

If the application is for a Club: State the name, date of birth and residence of each officer.

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

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

7. **If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership:** State the name, date of birth and residence of 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.

True and Correct Name	Date of Birth	DO NOT LIST PO BOXES <i>Residence Address, Street, City, State & Zip</i>	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?
Logan Julander				6	100	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

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

VERIFICATION OF APPLICATION

(Requires signatures by ALL Individuals, ALL Partners, ONE (1) LLC Member, 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.

Dated this 1 day of May, 2012.

Applicant

THE STATE OF WYOMING

COUNTY OF Park } SS.

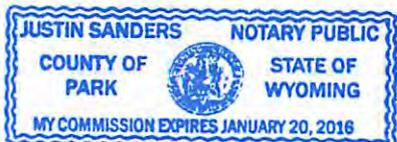
Applicant

Subscribed and sworn to before me by Ty Julander this 1ST day of May, 2012.

Witness my hand and official seal.

Notary Public or Person Authorized to Administer Oath

My Commission expires: 1/20/16



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

LEASE AGREEMENT

THIS LEASE AGREEMENT, Made between WILDER ENTERPRISES, a Wyoming general partnership (herein called "LESSOR") and ~~LOGAN TX JEWANDER~~ ^{TLJ, LLC} (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 real property:

1385 Sheridan Avenue, Cody, Wyoming;

TOGETHER WITH all and singular the improvements and appurtenances thereon or thereunto appertaining.

(herein called the "LEASED PROPERTY"), upon the following terms and conditions:

1. TERM - The term of this Lease shall be from August 1, 2007, through December 31, 2012.

2. RENT - LESSEE covenants and agrees to pay to LESSOR as rent for the LEASED PROPERTY as follow:

\$3,000.00 per month plus five percent (5%) of gross sales over \$500,000.00, but less than \$700,000.00, and four percent (4%) of gross sales over \$700,000.00 per year. The monthly rental of \$3,000.00 shall be payable in advance on or before the 10th day of each calendar month. The additional rent based on gross sales shall be computed on a calendar year basis and if additional rent is due because of gross sales, it shall be paid on or before the January 15th of the following year.

All monthly payments due under this Lease, including rental and those contained in Paragraph 4 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 they are due.

LESSOR shall provide to LESSEE all necessary information concerning LESSOR's bank account necessary to accomplish this automatic transfer.

Additional rent based upon gross sales shall be computed on a calendar year basis and if additional rent is due because of gross

sales, it shall be paid on or before January 15th of the following year.

As used herein, "gross sales" shall mean and include the total amount in dollars of all sales made from or in connection with the leased property for cash or credit, less Wyoming retail sales tax determined in accordance with generally accepted accounting procedures. LESSEE shall certify to LESSOR in writing no later than January 10th of each year the amount of such gross sales for the proceeding calendar year and LESSOR shall have the right, at LESSOR'S sole expense at any time during normal business hours, to inspect LESSEE'S books and records and income and Wyoming sales and use tax returns for the purpose of verifying the amount of gross sales so certified.

Delinquent rent (both the monthly rental of \$3,000.00 and rent based upon gross sales) shall be subject to a late charge of 2 percent and, if over 30 days delinquent, shall bear interest thereafter at the rate of 12 percent per year.

3. USE OF LEASED PROPERTY - LESSEE covenants and agrees that LESSEE will use the LEASED PROPERTY for a gourmet restaurant, catering service, cooking school and retail food sales, with the consent of LESSOR to sell alcoholic and malt beverages, and for no other purpose. LESSEE shall not operate on the LEASED PROPERTY an interior decorating business, or beauty shop.

4. 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 for the following insurance:

- (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.

The annual charge shall be computed on the basis of a period of twelve (12) consecutive calendar months as designated by LESSOR and shall be paid by LESSOR and shall be billed quarterly. The amount shall be paid by LESSEE by the first of the month following billing.

5. UTILITIES - LESSEE shall pay for utilities used or consumed on the LEASED PROPERTY, including the disposal and removal of trash. If LESSEE fails or refuses to pay the same, LESSOR will make such payments and such payments shall be added to the rent and shall be due on the next monthly rental date.

6. MAINTENANCE AND REPAIRS - LESSEE shall keep the LEASED PROPERTY, including the interior and exterior of the building and the boardwalk, in a good state of repair; shall perform all maintenance and repairs required, including painting, heating, air conditioning, electrical, water, and sewer facilities; 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 maintain the existing automatic extinguishing system protecting cooking appliances, hoods, and exhaust ducts so that they are in compliance with current UL300 standards and NFPA 96-2005, Standard for Ventilation Control and Fire Protection of Commercial Cooking Operations, Chapter 10.

7. 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, 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 untenable and the damage can be full repaired in ninety (90) days, rent shall abate in proportion as the building has been damaged and LESSOR shall restore the building with said time limit, whereupon rent in full shall recommence. Should LESSOR fail or refuse to fully repair the building within said ninety (90) days, LESSEE may terminate this Lease.

8. 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.

9. ASSIGNMENT - LESSEE shall not assign this Lease nor sublet all or any part of the LEASE PROPERTY without the prior written consent of LESSOR.

10. 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.

11. 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 thirty (30) days after written notice thereof to LESSEE, then and in any such 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.

12. 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
902 Rumsey Avenue
Cody, WY 82414

and addressed to LESSEE as follows:

Logan Ty Julander
LaComida
1385 Sheridan Avenue
Cody, WY 82414

Notice by mail shall be considered delivered thirty-six (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.

13. 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 is signed.

IN WITNESS WHEREOF, This Lease Agreement is executed by the parties hereto, this 3rd day of August, 2007,

LESSOR:

WILDER ENTERPRISES

By: [Signature]
Richard R. Wilder, Partner

By: [Signature]
Marjorie F. Wilder, Partner

LESSEE:

TLJ LLC (NT) (TJ) (MT)
LOGAN TY JULANDER, d/b/a
LaCOMIDA, LLC

By: [Signature]
Logan Ty Julander, Manager

Payment and performance guaranteed:

[Signature]
Michael Thompson

[Signature]
Nancy Thompson

[Signature]
Logan Ty Julander, Individually

LEASE AGREEMENT

THIS LEASE AGREEMENT, Made between WILDER ENTERPRISES, a partnership (herein called "LESSOR"), and LTJ, LLC (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 real property:

1385 Sheridan Avenue, Cody, Wyoming TOGETHER
WITH all and singular the improvements and
appurtenances thereon or thereunto appertaining.

(herein called "the LEASED PROPERTY"), upon the following terms and conditions:

1. TERM - the term of this Lease Agreement shall be for five years, commencing January 1, 2013.

2. RENT - As rent for the LEASED PROPERTY, LESSEE covenants and agrees to pay to LESSOR \$4,000.00 per month plus five percent (5%) of gross sales over \$750,000.00. Rent shall be payable in advance on or before the 10th day of each calendar month. The additional rent based on gross sales shall be computed on a calendar year basis and if additional rent is due because of gross sales, it shall be paid on or before the 31st of January of the following year.

As used herein, "gross sales" shall mean and include the total amount in dollars of all sales made from or in connection with the leased property for cash or credit, less Wyoming retail sales tax determined in accordance with generally accepted accounting procedures. LESSEE shall certify to LESSOR in writing no later than January 10th of each year the amount of such gross sales for the proceeding calendar year and LESSOR shall have the right, at LESSOR'S sole expense at any time during normal business hours, to inspect LESSEE's books and records and income and Wyoming sales and use tax returns for the purpose of verifying the amount of gross sales so certified.

Delinquent rent (both the monthly rental of \$4,000.00 and rent based upon gross sales) shall be subject to a late charge of 2 percent and, if over 30 days delinquent, shall bear interest thereafter at the rate of 12 percent per year.

3. USE OF THE LEASED PROPERTY - LESSEE covenants and agrees that the LESSEE will use the LEASED PROPERTY for a gourmet restaurant, catering service, cooking school and retail food sales, with the consent of LESSOR to sell alcoholic and malt beverages, and for no other purpose. LESEE shall not operate on the LEASED PROPERTY an interior decorating business, or beauty shop. LESSEE will make no unlawful use of the LEASED PROPERTY and will not keep or maintain thereon any substances or material or conduct its business operation in a manner which may or increase the premium of such hazard insurance.

4. REIMBURSEMENT FOR INSURANCE AND PROPERTY TAXES -

During each lease year, LESSEE shall pay to LESSOR as additional rent LESSOR'S cost for property taxes and for the following insurance:

(a) General public liability insurance against claim for personal injury, death, or property damages occurring 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, and 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 an amount equal to 100 percent 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.

The annual charge shall be computed on the basis of a period of twelve consecutive calendar months as designated by LESSOR and shall be paid by LESSOR and shall be billed to LESSEE on a quarterly basis. The amount shall be paid by LESSEE by the first of the month following billing.

5. UTILITIES - LESSEE shall pay for utilities used or consumed on the LEASED PROPERTY, including the disposal and removal of trash. If LESSEE fails or refuses to pay the same, LESSOR will make such payments and such payments shall be added to the rent and shall be due on the next monthly rental date.

6. MAINTENANCE AND REPAIRS - LESSEE shall keep the LEASED PROPERTY, including the interior and exterior of the building and boardwalk, in a good state of repair equal; shall perform all maintenance and repairs required including painting, heating, air conditioning, electrical, water and sewer facilities, shall promptly replace all broken or damaged glass; shall keep sidewalks and entry ways free from snow, ice, litter, merchandise, and obstructions of any kind; shall make no structural changes in the building without the prior written consent of LESSOR; shall repair any

damage to the roof of the building caused by signs thereon erected by or for the benefit of LESSEE, shall keep and maintain the parking area in a clean and orderly manner. If LESSEE fails to keep and maintain the LEASED PROPERTY as herein provided, LESSOR may perform such repairs and maintenance, and the costs thereof, plus 12% for supervision, shall be added to the rent and shall be subject to the late charge and interest as provided for delinquent rent. 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, tear and acts of God excepted.

LESSEE shall maintain the existing automatic extinguishing system protecting cooking appliances, hoods, and exhaust ducts so that they are in compliance with current UL300 standards and NFPA 96-2005, Standard for Ventilation Control and Fire Protection of Commercial Cooking Operations, Chapter 10.

7. 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, 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 is damaged but not rendered wholly untenable and the damage can be fully repaired in ninety days, rent shall abate in proportion as the building has been damaged and LESSOR shall restore within said time limit, whereupon rent in full shall recommence. Should the LESSOR fail or refuse to fully repair the building within said ninety days, LESSEE may terminate this Lease.

8. 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.

9. ASSIGNMENT – LESSEE shall not assign this Lease nor sublet all or any part of the LEASED PROPERTY without the prior written consent of LESSOR.

10. 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.

11. ADVERTISING SIGNS - LESSEE may display any and all advertising signs it may deem necessary on the LEASED PROPERTY so long as the placement thereof does not interfere with the enjoyment of adjoining premises by other lessees, their patrons and customers, and provided LESSOR has given written approval for the design and location of any such signs and has obtained city approval for such sign.

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 any such 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. OPTION TO RENEW – LESSEE shall have the option to renew this Lease for an additional term of three 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 6 nor less than 3 months prior to the termination of the primary term, said renewal to be upon the same terms and conditions, except that rent for the extended period shall be at a rate agreed upon by the parties and provided such renewal shall not include an option to renew for an additional term. If the parties are not able to agree to a rent for the extended period, then this Lease shall terminate at the end of the primary term and there shall be no renewal.

14. BENEFITS - This Lease and its terms and conditions shall inure to the benefit of the parties and their respective heirs, successors and assigns, limited however, by the provisions herein expressed to the contrary.

15. 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
902 Rumsey Avenue
Cody, WY 82414

And addressed to LESSEE as follows:

LTJ, LLC
LaComida
1385 Sheridan Avenue
Cody, WY 82414

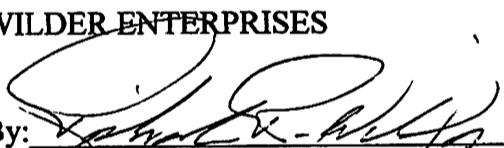
Notice by mail shall be considered delivered 36 hours following the deposit thereof in any United States post office. Either party may change the address of notice by giving appropriate notice thereof in writing to the other party.

16. 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.

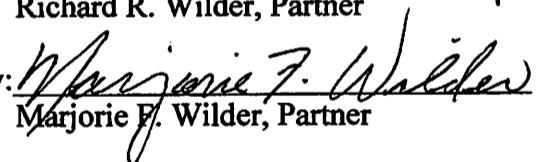
IN WITNESS WHEREOF, This Lease Agreement is executed by the parties hereto, this 27th day of April 2012.

LESSOR:

WILDER ENTERPRISES

By: 

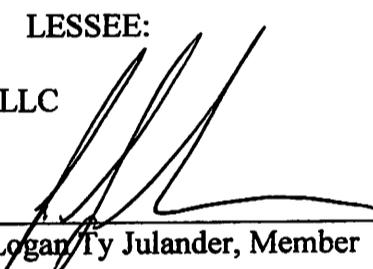
Richard R. Wilder, Partner

By: 

Marjorie F. Wilder, Partner

LESSEE:

LTJ, LLC

By: 

Logan Ty Julander, Member

WDA-17A
04/2k

WYOMING DEPARTMENT OF AGRICULTURE

CHEYENNE, WYOMING 82002

RECEIPT NUMBER

FD 031568

FOOD LICENSE



Account # 7385/7385-1

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.

LA COMIDA
1385 SHERIDAN AVE
CODY, WY 82414

Expiration Date: 10/26/2012

A handwritten signature in cursive script, reading "Jason Feamerbaugh".

Director of Agriculture

Equal Opportunity in Employment and Services

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: TLJ, LLC

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:

-----FOR RENEWALS ONLY-----
RENEWAL OF LICENSE AND/OR PERMIT APPLICATION
FOR LIQUOR, WINERY OR MICROBREWERY

NOTE TO APPLICANT: To be filed with the local licensing authority. (Hearing must be 30 days prior to expiration)

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

Date Filed: 4 / 25 / 12

Basic Fee Annual Fee
 \$ 1500

Additional Disp Rm Fee \$
 Total Lic Fee Collected \$1500

Publishing Fee Collected \$ 30

Required Attachments Received Yes

Advertising Dates(4): 5/23, 5/30, 6/6, 6/13 2012

Hearing Date: 6/19/2012

Local Licensing Number: 420

For the license term: 8/1/2012
 Month Day Year

Through: 7/31/2013
 Month Day Year

A copy must be immediately forwarded to:
State of Wyoming Liquor Division
 1520 E 5th Street
 Cheyenne WY 82002-0110

Applicant: WRCH-CODY INC

Trade Name (dba): WYOMINGS 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.**

FILING IN

CITY OF CODY

FILING AS (CHOOSE ONLY ONE)

- INDIVIDUAL LLC
 PARTNERSHIP LLP
 CORPORATION
 LTD PARTNERSHIP
 ASSOCIATION
 ORGANIZATION

LOCATED WITHIN 5 MILES OF CITY (County License only)

TYPE OF LICENSE OR PERMIT

(CHOOSE ONLY ONE)

- RETAIL LIQUOR LICENSE
 on-premise only
 off-premise only
 combination on/off premise
- RESTAURANT LIQUOR LICENSE
- RESORT LIQUOR LICENSE
 COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT
- VETERANS CLUB
 FRATERNAL CLUB
 GOLF CLUB
 SOCIAL CLUB
 MICROBREWERY
 WINERY
 BAR AND GRILL

To Assist the Liquor Division with scheduling inspections:

DO YOU OPERATE?

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)

7 days Mon-Sun

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

11am - 10pm

Minimum Purchase Requirement:

RETAIL: (ON PREMISE ONLY) (OFF PREMISE ONLY) (COMBINATION ON/OFF PREMISE)

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:

Have you purchased \$500 in spirits, wines and/or malt beverages during the previous license term? YES NO

W.S.12-4-103(c)

TO BE COMPLETED BY APPLICANTS {Pursuant to W.S.12-4-102(a)}

1. Location of License:

a) Give a description of the dispensing room and state where it is located in the building (ex. 10' X 12' room in SE corner of 1st floor of bldg). If the building is not in existence, provide the location and an architect's drawing or suitable plans of the room and premises to be licensed: **If Winery or Microbrewery** also list manufacturing facility. (W.S.12-4-102(a)(i):

13' X 21.5' ROOM ON WEST SIDE OF BLDG

b) Do you have an additional dispensing room? YES NO

c) If yes, provide description and location:

d) Provide the legal description and the zoning of the site where the applicant will sell under the license:

W.S.12-4-102(a)(vii)

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?

(If yes, submit a drawing of the changes in the dispensing room.)

a) Do you anticipate any changes in the next twelve (12) months? YES NO



3. **Leases:** If the premises are not owned by licensee, attach a copy of the lease agreement which shows that the right to occupy the premises continues through the term of the license and contains an agreement that alcoholic or malt beverages may be sold upon the leased premises. Please indicate the page and paragraph of lease that shows the date of expiration. W.S.12-4-103(a)(iii)

- a) DATE lease expires: 2/31/2019 located on page 1,1, paragraph 3,2 of lease document.
- b) Provision for SALE of alcohol or malt beverages located on page 2,3, paragraph 3,4 of lease document.

4. **Restaurant and Bar and Grill Liquor Licenses Only:**

a) Gross sales figures and percentages of income derived from:
W.S.12-4-408(b)

Gross Sales: \$ 2,332,822
Food Sales: \$ 192,870 (83 %)
Liquor Sales: \$ 399,952 (17 %)

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. **If applicant is a Microbrewery:**

- a) Did you produce over 100 barrels (3,100 gallons) but less than 15,000 barrels (465,000 gallons during the previous license term?
W.S.12-1-101(a)(xix) YES NO
- b) Do you self distribute your products? YES NO
- c) Do you distribute your own products through an existing malt beverage wholesaler? YES NO

6. **If applicant is an Individual(s) or Partnership:** State the name, date of birth and residence of the applicant and of each applicant or partner, if the application is made by more than one individual or partnership.

If the application is for a Club: State the name, date of birth and residence of each officer.

True and Correct Name	Date of Birth	DO NOT LIST PO BOXES Residence Address, 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 <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

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

7. **If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership:** State the name, date of birth and residence of 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.

True and Correct Name	Date of Birth	DO NOT LIST PO BOXES 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?
Preston Chiasson				5	100	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

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

VERIFICATION OF APPLICATION

(Requires signatures by ALL Individuals, ALL Partners, ONE (1) LLC Member, 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.

Dated this 25 day of April, 2012.

[Signature]
Applicant

THE STATE OF WYOMING }
COUNTY OF PARK } SS.

Applicant

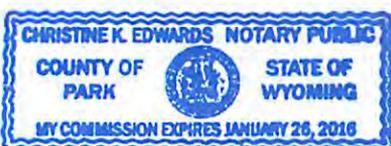
Subscribed and sworn to before me by Preston Chiasson this 25 day of April, 2012.

Witness my hand and official seal.

[Signature]

Notary Public or Person Authorized to Administer Oath

My Commission expires: Jan. 26, 2016



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

A LEASE AGREEMENT BETWEEN LESSOR AND LESSEE(S), 3 or more pages as needed

LESSOR—Keith J. Neville II, 1225 Meadow Lane Court, Cody, WY 82414, 307-587-5941
email—firstchoicewy@tctwest.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/holiday is ever involved in lease dates, the following
business day becomes the final day for utility readings and return of keys.

Date of Agreement July 2011 Location of property 1367 Sheridan Ave
LESSEE(S) Preston Chiasson and/or Pe'Boy, Inc. WRCH-CODY, Inc & Preston Chiasson
Address 1120 Bleisten Ave Cody WY SSN 436-15-7577
Phone 307-527-7731 Cell 307-752-4331 E-mail Preston@RibandChophouse.com
Additional info WRCH-CODY, Inc.
Name of business WYOMING Rib & chophouse Phone 307-527-7731

Lease amount is scheduled as follows:

August 1, 2011 to July 31, 2012 \$2800.00 which includes taxes and replacement of walls.
August 1, 2012 to July 31, 2013 \$2900.00 which includes taxes and replacement of walls.
August 1, 2013 to July 31, 2014 \$3000.00 which includes taxes and replacement of walls.
August 1, 2014 to July 31, 2015 \$3100.00 which includes taxes and replacement of walls.
August 1, 2015 to July 31, 2016 \$3200.00 which includes taxes and replacement of walls.
August 1, 2016 to July 31, 2017 \$3300.00 which includes taxes and replacement of walls.

This lease is 6 years because the City of Cody requires Preston to have a lease for one year from liquor
license annual renewal and allows Preston or Pe'Boy to operate through July 31st 2016 without a repair to
the lease from Neville. This has to do with the City's fiscal year.

This lease needs to be re-negotiated at the end of the 5th year, July 1st, 2016 if Lessees have not
purchased the property. No guarantees of a new lease are implied by Lessor.

It is understood that Preston and company have a lease with Steve and Colleen Aiche for the building
adjacent to 1367 Sheridan Avenue and that there will be an opening in the walls between the buildings.
It is also understood that Neville is responsible for the closing of said openings should Preston and
company choose not to renew the lease at the end of the 5th year.

It is understood that the City of Cody does not charge a monthly fee for the 4 inch water line being
installed by Lessees to operate a "sprinkling system". It is understood the system can be drained.

It is understood that the real estate taxes assessed to the property are Lessees responsibility and are
included in the totals above with the exception of any special taxes or additional taxes added to the
property from the city, county, or state.

Lessees are responsible for the insurance on the structure, replacement, liability, all insurance coverage.

Lessor would like Lessee to make rent payments to Wells Fargo Bank acct. no. 349 540 5213

At the end of this lease the Lessees will return keys, remove signage and prepare the building for future
tenants as required by the Lessor. The building will be returned to its original appearance. Any
equipment on roof and any items attached the structure will be either removed or left as agreed to by the
Lessor. Damage to roof must be repaired by Lessees. No security deposit is being held by Lessor.

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
\$100.00 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 Court House,
Cody, WY 82414, Lessee is responsible for all court and legal costs.

Some of the additional rules for the tenant/Lesseees and employees:

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. Lessee has the Lessor's permission to sell and have customers consume alcohol on the premises so long as all applicable laws and ordinances are followed by Lesseees.
4. No pets are allowed unless prior permission is given in writing by Lessor.
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, structure, loss of income, and liability insurance covering the Lessor and forward a copy of this insurance to the Lessor mentioned on page one
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 transferrable.
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 Lesseees choose to purchase this property from NeVille, the price of the building at this time, June 8, 2011 is \$485,000.00. The value of the building will increase by 2% each year, on the anniversary of the lease, or by the market value analysis of two independent realtors, whichever is greater, i.e. 7-31-2012 the value is \$494,700.00: 7-31-2013 the value is \$504,594.00, etc, etc. If Lesseees choose an appraisal be done, it might be considered, but Lessor has final say on value.

The Lessor has the right to place the property (1367 Sheridan Avenue) on the market and the Lesseees will have the first right to add \$3,000.00 to the price, beating another buyer, and purchase property within 60 days of written notice by Lessor. Any buyer will have to agree to the transfer of this lease.

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. Lessor is not required to repair or replace said damaged property. Unusable would be defined by the City of Cody. Lesseees insurance or Lessee must settle with the Lessor on the amount due from damages regardless of the cause.

Signatures by Lessees make the Lessees and the business and all parties involved liable for the lease and its value. Also acknowledges that both parties have a copy of this lease. Lessor makes notes on his copy of the lease document, noting late payments, and other agreements that might be adjusted by either party. They become a valid part of this lease.

LESSOR [Signature] DATE 8-5-11

LESSEE [Signature] DATE 8-5-11

LESSEE _____ DATE _____

SPECIAL NOTES WRCH-CODY, Inc has our permission
to operate a full restaurant complete with liquor
license.

1520 VIA CHAPARRAL
FALLBROOK, CA 92028
SWA, CAA
PEC

LEASE AGREEMENT

THIS AGREEMENT made and entered into as of the 1ST day of July, 2011, by and between Steven W. Aichle and Colleen A. Aichle, Trustees of the Aichle Family 1996 Trust, dated June 14, 1996, of ~~420 BLESSING AVE.~~ ("Aichle") and Po'Boy, Inc. of 1361 SHERIDAN AVE. ("Po'Boy"). WYCH-CODY INC

WITNESSETH:

It is hereby mutually agreed as follows: SWA, CAA

1. In consideration of the payment of rents and the keeping of the covenants and agreements hereinafter set forth to be kept by WYCH-CODY INC, Aichle hereby leases to WYCH-CODY INC a portion of the premises located at 1361 Sheridan Avenue, in the City of Cody, County of Park, State of Wyoming, which is more fully described as: PEC SWA, CAA

Lot 27, Block 9, Original Town (now City) of Cody, according to the plat recorded in Book "E" of Plats, page 58, records of Park County, State of Wyoming (described herein as "the premises" or "the property"),

including 1,726 square feet on one level, but including the outside-accessible storage area above the premises. Said square footage is based on outside wall dimensions.

2. The term of this Lease shall run for a period of two (2) years from July 1ST during and until August 1, 2013 and shall continue from month to month thereafter. SWA, CAA

3. Rental for said premises for said term shall be as follows:

- a) Base Rent: \$2,200.00/month
- Property Taxes: \$131.06/month
- Holdout for Wall Repair: \$208.33/month

Upon the expiration of the first lease year, the annual rent shall be adjusted at the beginning of the second lease year and each successive lease year thereafter. At least thirty (30) days prior to the end of each lease year, Aichle shall determine from <http://www.bls.gov/> the Consumer Price Index for All Urban Consumers; U. S. City average, all items (1982-1984 = 100) (hereinafter referred to as the "CPI") for the month immediately preceding the end of the. If it is higher than the CPI for the same month of the preceding year, the Base Rent will be increased in the same proportion as the increase in the CPI. The Base Rent as thus calculated at the beginning of each new Lease year shall remain at the same level for that Lease Year. In no event, however, shall any decrease in the CPI reduce the Base Rent.

b) During the term of this Agreement, WYCH-CODY INC shall provide and timely pay for all normal utility services, including heat, water, natural gas, electricity, sewer usage, trash pick-up and the like, with all such services billed directly to WYCH-CODY INC, all of which amounts shall be deemed to be additional rent hereunder. Aichle shall not be liable in damages or otherwise for any failure to furnish or interruption in the supply of any utilities desired by WYCH-CODY INC. WYCH-CODY INC further covenants and agrees as follows: PEC SWA, CAA

SWA, CAA
PEC

SWA, CAA

SWA, CAA

WRCH-CODY INC PEC
SWA, CAA

i) PeBoy is further responsible for the normal maintenance of all heating and air conditioning units, as well any repairs that may be required thereto. Aichle may choose to replace a unit where needed. PeBoy is to replace furnace and air conditioning filters as needed, and shall not close vents or otherwise obstruct the operation of heating and air conditioning systems.

PEC
WRCH-CODY INC
SWA, CAA

ii) PeBoy is responsible for the normal maintenance of plumbing, electrical, floors, carpeting, walls, ceilings, fans, switches, glass including windows and fixtures.

PeBoy is also responsible for sidewalks—keeping them clear in the summer and winter—and PeBoy cannot put salt or "unsuitable" de-icer on the sidewalk that might damage it.

PeBoy must conform will all ordinances of the city, county and state government, including fire retardant systems and extinguishers.

c) All Lease amounts, including taxes, shall be deposited directly to Aichle's account on or before the first (1st) of each month. If payment is not received by the 1st of the month, then a \$50.00 late payment penalty shall be added to the Lease amount. If the payment is not received by the 5th of the month, then an additional daily late payment penalty of \$25.00 shall be assessed from and after the 1st of the month.

SWA, CAA
PEC

PEC

All such payments of rent shall be payable by PeBoy by direct deposit to such account as Aichle may direct.

PeBoy agrees to notify Aichle no later than February 1, 2012 of PeBoy's intention to renew or not renew this lease or any extension hereof. If PeBoy fails to notify Aichle of this choice, then this Lease Agreement shall terminate.

SWA, CAA
PEC

WRCH-CODY INC

WRCH-CODY INC

PeBoy upon written notice to Aichle, may assign this Lease to WRCH-Cody, Inc. without the prior written consent of Aichle. PeBoy cannot otherwise sublease, assign or allow another business to operate on the premises without the prior written consent of Aichle. The Lease is not transferrable. During the last ninety (90) days of the Lease term, Aichle shall have the right to show the premises and place "for rent" signage. Aichle shall have the right throughout the term of this Agreement to list the property for sale and to show the same to potential purchasers; PeBoy shall not interfere with such interested parties or with the efforts of Aichle or Aichle's efforts to sell the property. In the event of such a sale, the sale contract shall reference this Lease and the sale of the property shall be subject hereto.

SWA, CAA
PEC

WRCH-CODY INC

g) The parties acknowledge that the holdout for wall repair referenced in Paragraph 3(a) above is being held by Aichle to repair the opening in the east wall of Aichle's building in accordance with the Wall Agreement

SWA, CAA

WRCH-CODY INC SWA, CAA

WRCH-CODY INC

Po'Boy toward the referenced wall holdout shall be credited toward the purchase price if Po'Boy purchases the premises

4. Po'Boy, in consideration of the leasing of said premises as above-described, covenants and agrees as follows:

- a) To maintain the interior of the demised premises, including all minor repairs necessary for the maintenance thereof as necessary to maintain and keep all of the same in as good condition as now exists as of the commencement of the date of this agreement, normal wear and tear excepted.
- b) The premises will be used by Po'Boy as a restaurant, including the sale of alcohol, which is specifically permitted pursuant to Po'Boy's liquor license. Po'Boy shall not change the "usage" of the premises without prior written permission from Aichle.
- c) To keep the premises clean and in a sanitary condition.
- d) To neither permit nor suffer the premises to be used for any purposes that would render fire insurance void or insurance risks more hazardous or to make any alterations or structural changes in, upon or about said premises without obtaining written consent of Aichle, which consent shall not be unreasonably withheld.
- e) To permit Aichle or Aichle's agent at any reasonable hour of the day to enter said premises for the purpose of inspecting or repairing the same.

5. Aichle covenants and agrees to repair the building itself, wiring, roof, gas, water and sewer pipes, unless the damages are the direct fault of Po'Boy, in which event they shall become the responsibility of Po'Boy

6. In the event the premises become untenable because of damage by fire, explosion, wind, tomado or other acts of God, Po'Boy shall be relieved of the obligation to pay rent during the period the premises are untenable by reason of said damage, provided such damages are not occasioned by the negligence or wrongful act or default of Po'Boy or Po'Boy's employees or agents. In the event such damage occurs, Aichle must repair and restore the premises within sixty (60) days or, if any damages are such as may not be restored within sixty (60) days, Aichle shall commence with such restoration within thirty (30) days and diligently prosecute the same to completion, or Po'Boy may thereupon declare this lease null and void and of no further force or effect.

7. In the event the premises are left vacant for a period of fifteen (15) days or if Po'Boy abandons or surrenders the leased premises during any term hereof (provided that the vacancy of the building because of repairs or remodeling shall not constitute such vacancy or abandonment) and any part of the rent shall be unpaid, then Po'Boy shall pay to Aichle the monthly Base Rent and the property taxes for the remaining term hereof, and Aichle shall be entitled to retake possession of the premises and attempt to re-let the same without terminating, discharging or releasing Po'Boy from its obligation to pay the monthly rental as hereinabove provided for the remainder of the term hereof; provided, however, all rents received after retaking possession shall be credited to the amount owed by Po'Boy. Aichle shall make a good faith effort to re-let the premises.

WRCH-CODY INC SWA, CAA

WRCH-CODY INC SWA, CAA

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SWA, CAA

WRCH-CODY INC SWA, CAA

8. If any default shall occur in the performance of any of the covenants of this lease and said default continues fifteen (15) days after written notice of default, then Aichle may declare this lease to be in default and proceed to pursue all remedies at law or in equity.

9. Po'Boy may display any and all advertising signs deemed necessary on the leased premises so long as Aichle is contacted regarding the placement thereof and provided that such signage comports with the ordinances of the City of Cody and that the City of Cody has given prior written approval therefore. All damages caused by the removal of signs, as well as the actual removal of signs, shall be at the sole cost and expense of Po'Boy.

10. This lease is made by and between the parties hereto with the express understanding and agreement that, in the event Po'Boy becomes insolvent or is declared bankrupt, then Aichle may declare this lease terminated, and all rights of Po'Boy hereunder shall thereupon terminate and cease.

11. Should Po'Boy seek to install fixtures on the Premises, all requests for installation shall be made to Aichle in writing and approved in writing. The cost of fixtures and installation shall be borne entirely by Po'Boy and the parties shall mutually agree at the time of installation as to whether such fixtures are to remain with the premises or be removed upon termination of this Lease. The parties shall also agree at the time of installation whether any credit is to be given to Po'Boy in the event of their purchase of the premises hereunder, but the parties acknowledge that no credit shall be given for the installation of the fire sprinkler system currently being installed or any of the other remodeling currently being performed by Po'Boy at the time of execution of this Agreement. If Po'Boy removes fixtures from the Premises, Po'Boy shall be liable to Aichle for the cost thereof plus any damages incurred by Aichle for that removal. If Aichle requests removal of the fixtures which are not approved by Aichle, Po'Boy shall pay for such removal and any damages.

12. Any remodeling will be with the approval of Aichle in advance and in writing. Po'Boy agrees to pay all contractors, subcontractors, suppliers, and materialmen, and hereby agrees to indemnify and hold Aichle harmless from any damages that arise out of the construction or installation of such facilities, including Po'Boy's failure to abide by the requirements described in this paragraph. Po'Boy shall abide by all governmental requirements. Po'Boy is responsible for obtaining any and all building permits and approvals. At least monthly, Po'Boy shall provide to Aichle of his representative copies of all subcontractor statements, invoices and bills paid by Po'Boy or submitted to Po'Boy for payment; within fifteen (15) days following Po'Boy's payment thereof, Po'Boy shall provide to Aichle or his representative copies of lien releases signed by all of the subcontractors paid from such statements, invoices and bills.

13. Po'Boy hereby agrees to indemnify and hold Aichle harmless from all damage claims for injury to persons or property from any cause relating to the occupancy of the Premises by Po'Boy, including those arising out of damages or losses occurring on the leased premises—including sidewalks, hallways, and bathrooms—during the term of this Lease or any extension thereof.

14. Within thirty (30) days following Aichle's delivery to Po'Boy of the insurance billing statement for the Premises, Po'Boy shall reimburse Aichle for keeping the Premises insured against loss or damage by fire, lightning or the elements to the extent of the full insurable value thereof, including all products of renovation activities made by either party hereto and which have become a part of the Premises as set forth herein. Po'Boy shall

further procure and maintain in force at its expense during the term of this Lease and any extension thereof public liability insurance with insurers and through brokers approved by Aichle. Such coverage shall be adequate to protect against liability for damage claims through public use of or arising out of accidents occurring in or around the leased premises, in a minimum amount of no less than One Million Dollars (\$1,000,000.00) for a combined single occurrence and no less than Two Million Dollars (\$2,000,000.00) for injury to more than one person. The insurance policy shall not limit the liability of Po'Boy hereunder. Copies of the policies shall be delivered to Aichle for keeping. Po'Boy shall obtain a written obligation from the insurers to notify Aichle in writing at least 30 days prior to cancellation or refusal to renew any policy, and any such policy shall contain a waiver of Po'Boy's rights of subrogation against Aichle. If the insurance policies are not kept in force during the entire term of this Lease or any extension thereof, Aichle may procure the necessary insurance and pay the premium therefor, which premium shall be repaid to Aichle as additional rent due the month following the date on which the premiums were paid by Aichle. ~~Po'Boy shall list Aichle as well as Keith J. Neville, II and Margaret C. Neville, Trustees under the Keith J. Neville, II Living Trust dated November 5, 1997, and Trustees under the Margaret C. Neville Living Trust dated November 5, 1997 as additional insureds on any insurance policy. Po'Boy is directed to procure insurance on any personal or business property located at the Premises. Aichle is not responsible for any damage to Po'Boy's personal or business property located at the Premises.~~

WRCH-CODY INC
JA, CAA
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WRCH-CODY INC
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JA, CAA

SWA, CAA

WRCH-CODY INC
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SWA, CAA

WRCH-CODY INC
REC
SWA, CAA

15. To the extent available, this Lease and Po'Boy's rights hereunder will automatically be subordinate to any mortgage or mortgages, or encumbrance resulting from any other method of financing or refinancing, now or hereafter in force against the lands or building or any part thereof, as now or hereinafter constituted, and to all advances made or hereafter to be made upon the security thereof; and, upon the request of Aichle, Po'Boy will execute such documentation as may be required by Aichle in order to confirm and evidence such subordination.

16. Aichle hereby irrevocably grants to Po'Boy an exclusive right of first refusal ("THE RFR") to purchase the property upon and subject to the terms and conditions herein contained.

- a) The period during which THE RFR may be exercised ("THE RFR PERIOD") shall commence upon the parties' execution of this Agreement and shall terminate upon the expiration or earlier termination of this Agreement.
- b) If at any time and from time to time during THE RFR PERIOD Aichle (i) shall receive and wish to accept a bona fide offer from a third party to purchase all or any portion of the property or (ii) shall have entered into a bona fide contract to sell all or any portion of the property subject to the terms of THE RFR, then Aichle shall forthwith deliver to Po'Boy (x) his notice of intent ("THE RFR INTENT") to accept such third-party offer and/or perform, as the case may be, such contract, (y) a true and complete copy of any written instrument which embodies the terms of such offer and/or contract and (z) his offer to sell the same to Po'Boy upon the same terms and conditions as are set forth in the third-party offer and/or contract so delivered to Po'Boy.

SWA, CAA

WRCH-CODY INC
REC

WRCH-CODY INC
REC

SWA, CAA

SWA, CAA

REC

- WRLH - COPY INC SWA, CAPA (PG)
- c) ~~Pe'Boy~~ may elect to exercise THE RFR at any time during the sixty (60) day period ("THE ACCEPTANCE PERIOD") following ~~Pe'Boy's~~ receipt of THE RFR NOTICE by delivering to Aichle a written notice of acceptance ("THE NOTICE OF EXERCISE"):
- i) THE NOTICE OF EXERCISE shall state that ~~Pe'Boy~~ agrees to purchase the property described in THE RFR NOTICE upon the terms and conditions set forth in the offer or contract which accompanied THE RFR NOTICE, in which case the date on which THE NOTICE OF EXERCISE is delivered to Aichle shall be the effective date of the agreement pursuant to which ~~Pe'Boy~~ shall purchase such property and Aichle shall sell and convey the same;
 - ii) In the event that THE NOTICE OF EXERCISE is not timely served during THE ACCEPTANCE PERIOD for all or any portion of THE RFR TRACT, then such property described in THE RFR NOTICE shall be released from THE RFR rights of ~~Pe'Boy~~ hereunder; provided, however, if the transaction described in THE RFR NOTICE fails to take place, then THE RFR shall be revived and in full force and effect with respect to such property.
- d) If there is no outstanding and bona fide offer from a third party to purchase all or any portion of THE PROPERTY, then ~~Pe'Boy~~ shall have an exclusive option and right to purchase THE PROPERTY ("THE OPTION") for a purchase price of \$375,000.00, upon the exercise of which the parties shall enter into a contract for such sale and the delivery by Aichle of a good and sufficient Warranty Deed to ~~Pe'Boy~~. ~~Pe'Boy~~ may elect to exercise THE OPTION at any time during the RFR PERIOD referenced above by delivering to Aichle a written notice of such exercise ("THE NOTICE OF EXERCISE").

17. No consent, express or implied, to any breach of any one of the covenants or agreements herein contained shall be deemed or taken to be a waiver as to any other or succeeding breach.

18. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Wyoming. The proper venue for any action brought under the terms or arising through the terms of this Agreement shall be Park County, Wyoming.

19. Except as otherwise expressly provided, the terms and provisions hereof shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and permitted assigns, respectively, of Aichle and ~~Pe'Boy~~. Each term and provision of this Agreement to be performed by ~~Pe'Boy~~ shall be construed to be both an independent covenant and a condition. The reference contained to successors and assignees of ~~Pe'Boy~~ is not intended to constitute a consent to assignment by ~~Pe'Boy~~ but has reference only to those instances in which Aichle may have given written consent to a particular assignment.

20. If either of the parties to this Lease files an action to enforce any agreement contained in this Lease, or for breach of any covenant or condition, the prevailing party shall be entitled to costs and reasonable attorney fees incurred in association therewith.

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

AICHLE FAMILY 1996 TRUST:

By: Steven W Aichle
STEVEN W. Aichle, Trustee

BY: Colleen A. Aichle
COLLEEN A. Aichle, Trustee

~~Po'Boy, Inc.~~

By: [Signature]

Name: Preston E Chiasson

Title: President

REC
SWA
CMAA

WRCH-Cody, Inc. hereby acknowledges and agrees to the terms hereof, effective upon the assignment of this Lease by Po'Boy, Inc.

WRCH-Cody, Inc.

By: [Signature]

Name: Preston E Chiasson

Title: Vice President

PERSONAL GUARANTEE

In consideration of the foregoing Lease Agreement, which is made at the request of the undersigned on the terms and conditions hereof, the undersigned, Preston Chiasson, of 1120 Bleisstein Ave, Cody, WY guarantees the performance above described, in accordance with all terms and conditions of the Lease Agreement; the undersigned further agrees to all terms and conditions of this Lease Agreement and affirms the terms contained herein.

The liability of the undersigned under this guarantee shall be direct and not conditional or contingent on the pursuit of any remedies against any of the parties hereto.

Notice of acceptance is waived. This shall be a continuing guaranty extending to any extension of this Lease Agreement.

[Signature]
PRESTON CHIASSON

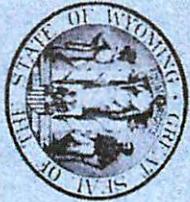
\\server2\drobo (E)\UserData\TRANSACTIONAL\PI\Prudential Brokerage West\Naville-Aichle Lease\Lease Agreement Version 4 (6-30-11).doc

WDA-17A
04/2K

WYOMING DEPARTMENT OF AGRICULTURE
CHEYENNE, WYOMING 82002

RECEIPT NUMBER
FD 027975

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: 5/4/2012

Joan Zambrini
Director of Agriculture

Equal Opportunity in Employment and Services

3. **Leases:** If the premises are not owned by licensee, attach a copy of the lease agreement which shows that the right to occupy the premises continues through the term of the license and contains an agreement that alcoholic or malt beverages may be sold upon the leased premises. Please indicate the page and paragraph of lease that shows the date of expiration. W.S.12-4-103(a)(iii)

- a) DATE lease expires: ____/____/____, located on page _____, paragraph _____ of lease document.
- b) Provision for SALE of alcohol or malt beverages located on page _____, paragraph _____ of lease document.

4. **Restaurant and Bar and Grill Liquor Licenses Only:**

- a) Gross sales figures and percentages of income derived from: Gross Sales: \$ _____
 W.S.12-4-408(b) Food Sales: \$ _____ (____%)
Liquor Sales: \$ _____ (____%)
- b) Did you attach a copy of your valid food service permit to this application. YES NO
 W.S.12-4-407(a), W.S.12-4-413(a)

5. **If applicant is a Microbrewery:**

- a) Did you produce over 100 barrels (3,100 gallons) but less than 15,000 barrels (465,000 gallons during the previous license term? W.S.12-1-101(a)(xix) YES NO
- b) Do you self distribute your products? YES NO
- c) Do you distribute your own products through an existing malt beverage wholesaler? YES NO

6. **If applicant is an Individual(s) or Partnership:** State the name, date of birth and residence of the applicant and of each applicant or partner, if the application is made by more than one individual or partnership.
If the application is for a Club: State the name, date of birth and residence of each officer.

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

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

7. **If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership:** State the name, date of birth and residence of 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.

True and Correct Name	Date of Birth	DO NOT LIST PO BOXES <i>Residence Address, Street, City, State & Zip</i>	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?
Jerald R. Posey				47	0	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Thomas Imburgia				35	0	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Fred L. Schock				54	0	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Larry R. Christy				8		YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>

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

VERIFICATION OF APPLICATION

(Requires signatures by ALL Individuals, ALL Partners, ONE (1) LLC Member, 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.

Dated this 27th day of April, 2012. Jerald R. Posey *Jerald R. Posey*
Applicant

THE STATE OF WYOMING }
 COUNTY OF PARK } SS. Thomas N. Imburgia *Thomas N. Imburgia*
Applicant

Subscribed and sworn to before me by Jerald R. Posey + Thomas N. Imburgia this 27 day of April, 2012

Witness my hand and official seal. Holly S. Moen
Notary Public or Person Authorized to Administer Oath

My Commission expires: September 30, 2014



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

-----FOR RENEWALS ONLY-----
RENEWAL OF LICENSE AND/OR PERMIT APPLICATION
FOR LIQUOR, WINERY OR MICROBREWERY

NOTE TO APPLICANT: To be filed with the local licensing authority. (Hearing must be 30 days prior to expiration)

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

Date Filed: 5 / 1 / 2012

	Annual Fee
Basic Fee	\$ 400
Additional Disp Rm Fee	\$
Total Lic Fee Collected	\$400
Publishing Fee Collected	\$ 30
Required Attachments Received	Yes <input checked="" type="checkbox"/>
Advertising Dates(4):	<u>5/23, 5/30, 6/6, 6/13 2012</u>
Hearing Date:	<u>6/19/2012</u>
Local Licensing Number:	<u>413</u>
For the license term:	<u>8/1/2012</u> Month Day Year
Through:	<u>7/31/2013</u> Month Day Year

A copy must be immediately forwarded to:
State of Wyoming Liquor Division
1520 E 5th Street
Cheyenne WY 82002-0110

Applicant: EAGLES FO #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:

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

CITY OF **CODY**

FILING AS (CHOOSE ONLY ONE)

- INDIVIDUAL LLC
 PARTNERSHIP LLP
 CORPORATION
 LTD PARTNERSHIP
 ASSOCIATION
 ORGANIZATION

LOCATED WITHIN 5 MILES OF CITY (County License only)

TYPE OF LICENSE OR PERMIT

(CHOOSE ONLY ONE)

- RETAIL LIQUOR LICENSE
 on-premise only
 off-premise only
 combination on/off premise
 RESTAURANT LIQUOR LICENSE
 RESORT LIQUOR LICENSE
 COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT
- VETERANS CLUB
 FRATERNAL CLUB
 GOLF CLUB
 SOCIAL CLUB
 MICROBREWERY
 WINERY
 BAR AND GRILL

To Assist the Liquor Division with scheduling inspections:

DO YOU OPERATE?

FULL TIME (e.g. Jan through Dec)

SEASONAL/PART-TIME

(specify months of operation)

from JAN to JAN

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

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

Minimum Purchase Requirement:

RETAIL: (ON PREMISE ONLY) (OFF PREMISE ONLY) (COMBINATION ON/OFF PREMISE)

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:

Have you purchased \$500 in spirits, wines and/or malt beverages during the previous license term? YES NO
W.S.12-4-103(c)

TO BE COMPLETED BY APPLICANTS {Pursuant to W.S.12-4-102(a)}

1. Location of License:

a) Give a description of the dispensing room and state where it is located in the building (ex. 10' X 12' room in SE corner of 1st floor of bldg). If the building is not in existence, provide the location and an architect's drawing or suitable plans of the room and premises to be licensed: **If Winery or Microbrewery** also list manufacturing facility. (W.S.12-4-102(a)(i):

30' X 30' ROOM IN SE CORNER OF BLDG

b) Do you have an additional dispensing room? YES NO

c) If yes, provide description and location:

d) Provide the legal description and the zoning of the site where the applicant will sell under the license:

W.S.12-4-102(a)(vii)

LOTA 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?

(If yes, submit a drawing of the changes in the dispensing room.) YES NO

a) Do you anticipate any changes in the next twelve (12) months? YES NO

3. **Leases:** If the premises are not owned by licensee, attach a copy of the lease agreement which shows that the right to occupy the premises continues through the term of the license and contains an agreement that alcoholic or malt beverages may be sold upon the leased premises. Please indicate the page and paragraph of lease that shows the date of expiration. W.S.12-4-103(a)(iii)

- a) DATE lease expires: _____/_____/_____, located on page _____, paragraph _____ of lease document.
- b) Provision for SALE of alcohol or malt beverages located on page _____, paragraph _____ of lease document.

4. **Restaurant and Bar and Grill Liquor Licenses Only:**

- a) Gross sales figures and percentages of income derived from: Gross Sales: \$ _____
 W.S.12-4-408(b) Food Sales: \$ _____ (_____%)
Liquor Sales: \$ _____ (_____%)
- b) Did you attach a copy of your valid food service permit to this application. YES NO
 W.S.12-4-407(a), W.S.12-4-413(a)

5. **If applicant is a Microbrewery:**

- a) Did you produce over 100 barrels (3,100 gallons) but less than 15,000 barrels (465,000 gallons during the previous license term? YES NO
 W.S.12-1-101(a)(xix)
- b) Do you self distribute your products? YES NO
- c) Do you distribute your own products through an existing malt beverage wholesaler? YES NO

6. **If applicant is an Individual(s) or Partnership:** State the name, date of birth and residence of the applicant and of each applicant or partner, if the application is made by more than one individual or partnership.

If the application is for a Club: State the name, date of birth and residence of each officer.

True and Correct Name	Date of Birth	DO NOT LIST PO BOXES Residence Address, 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?
Charles Mathis				YES <input checked="" type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Gregory Kincheloe				YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

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

7. **If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership:** State the name, date of birth and residence of 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.

True and Correct Name	Date of Birth	DO NOT LIST PO BOXES 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?
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

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

VERIFICATION OF APPLICATION

(Requires signatures by ALL Individuals, ALL Partners, ONE (1) LLC Member, 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.

Dated this 1 day of May, 2012.

Charles T. Mathis
Applicant

THE STATE OF WYOMING }
COUNTY OF Park } ss.

Gregory J. Kincheloe
Applicant

Subscribed and sworn to before me by Charles Mathis and Gregory Kincheloe this 1 day of May, 2012.

Witness my hand and official seal.

Kathy Teten
Notary Public or Person Authorized to Administer Oath

My Commission expires: 11-02-2013



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

-----FOR RENEWALS ONLY-----
RENEWAL OF LICENSE AND/OR PERMIT APPLICATION
FOR LIQUOR, WINERY OR MICROBREWERY

NOTE TO APPLICANT: To be filed with the local licensing authority. (Hearing must be 30 days prior to expiration)

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

Date Filed: 4 / 30 / 2012

	Annual Fee
Basic Fee	\$ 400
Additional Disp Rm Fee	\$
Total Lic Fee Collected	\$400

Publishing Fee Collected \$ 30

Required Attachments Received Yes

Advertising Dates(4): 5/23, 5/30, 6/6, 6/13 2012

Hearing Date: 6/19/2012

Local Licensing Number: 414

For the license term: 8/1/2012
Month Day Year

Through: 7/31/2013
Month Day Year

A copy must be immediately forwarded to:
State of Wyoming Liquor Division
1520 E 5th Street
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
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.**

FILING IN

CITY OF CODY

FILING AS (CHOOSE ONLY ONE)

- INDIVIDUAL LLC
 PARTNERSHIP LLP
 CORPORATION
 LTD PARTNERSHIP
 ASSOCIATION
 ORGANIZATION

LOCATED WITHIN 5 MILES OF CITY (County License only)

TYPE OF LICENSE OR PERMIT

(CHOOSE ONLY ONE)

- RETAIL LIQUOR LICENSE
 on-premise only
 off-premise only
 combination on/off premise
- RESTAURANT LIQUOR LICENSE
 RESORT LIQUOR LICENSE
 COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT
- VETERANS CLUB
 FRATERNAL CLUB
 GOLF CLUB
 SOCIAL CLUB
 MICROBREWERY
 WINERY
 BAR AND GRILL

To Assist the Liquor Division with scheduling inspections:

DO YOU OPERATE?

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 TO SAT

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

10a - 1a

Minimum Purchase Requirement:

RETAIL: (ON PREMISE ONLY) (OFF PREMISE ONLY) (COMBINATION ON/OFF PREMISE)

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:

Have you purchased \$500 in spirits, wines and/or malt beverages during the previous license term? YES NO
W.S.12-4-103(c)

TO BE COMPLETED BY APPLICANTS {Pursuant to W.S.12-4-102(a)}

1. Location of License:

a) Give a description of the dispensing room and state where it is located in the building (ex. 10' X 12' room in SE corner of 1st floor of bldg). If the building is not in existence, provide the location and an architect's drawing or suitable plans of the room and premises to be licensed: **If Winery or Microbrewery** also list manufacturing facility.
(W.S.12-4-102(a)(i): 43' x 60' Room on N End of Bldg)

51' X 38' ROOM ON N END OF BLDG

b) Do you have an additional dispensing room? YES NO

c) If yes, provide description and location: Smoking Rooms off main serving Area (see ATTACHED)

d) Provide the legal description and the zoning of the site where the applicant will sell under the license:

W.S.12-4-102(a)(vii)

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 NO

(If yes, submit a drawing of the changes in the dispensing room.)

a) Do you anticipate any changes in the next twelve (12) months? YES NO

3. **Leases:** If the premises are not owned by licensee, attach a copy of the lease agreement which shows that the right to occupy the premises continues through the term of the license and contains an agreement that alcoholic or malt beverages may be sold upon the leased premises. Please indicate the page and paragraph of lease that shows the date of expiration. W.S.12-4-103(a)(iii)

- a) **DATE** lease expires: ____/____/____, located on page ____ , paragraph ____ of lease document.
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4. **Restaurant and Bar and Grill Liquor Licenses Only:**

- a) Gross sales figures and percentages of income derived from: Gross Sales: \$ _____
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Liquor Sales: \$ _____ (____%)
- b) Did you attach a copy of your valid food service permit to this application. YES NO
 W.S.12-4-407(a), W.S.12-4-413(a)

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- a) Did you produce over 100 barrels (3,100 gallons) but less than 15,000 barrels (465,000 gallons during the previous license term? YES NO
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If the application is for a Club: State the name, date of birth and residence of each officer.

True and Correct Name	Date of Birth	DO NOT LIST PO BOXES Residence Address, 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?
William Bruce BOUTYIN				YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
LARRY PARKINS				YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
ARON LEONARD				YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>

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

7. **If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership:** State the name, date of birth and residence of 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.

True and Correct Name	Date of Birth	DO NOT LIST PO BOXES 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?
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

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

VERIFICATION OF APPLICATION

(Requires signatures by **ALL** Individuals, **ALL** Partners, **ONE (1)** LLC Member, **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.

Dated this 30th day of April, 2012.

[Signature]
Applicant

THE STATE OF WYOMING

COUNTY OF Fork

} **SS.** Bradley Nielsen 11th Applicant May 2012

Subscribed and sworn to before me by Russell A. Dwyer Jr this 30th day of April, 2012.

Witness my hand and official seal.

[Signature]
Notary Public or Person Authorized to Administer Oath

My Commission expires: 11-05-2013



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

CONTINUE OF BLOCK 6

NAME	DOB	ADDRESS	PH NUMBER	RESIDENT	FELON	ACOHOLIC
Bradley M. Neilsen				YES	NO	NO
Russell A Dwyer Jr				YES	NO	NO

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:

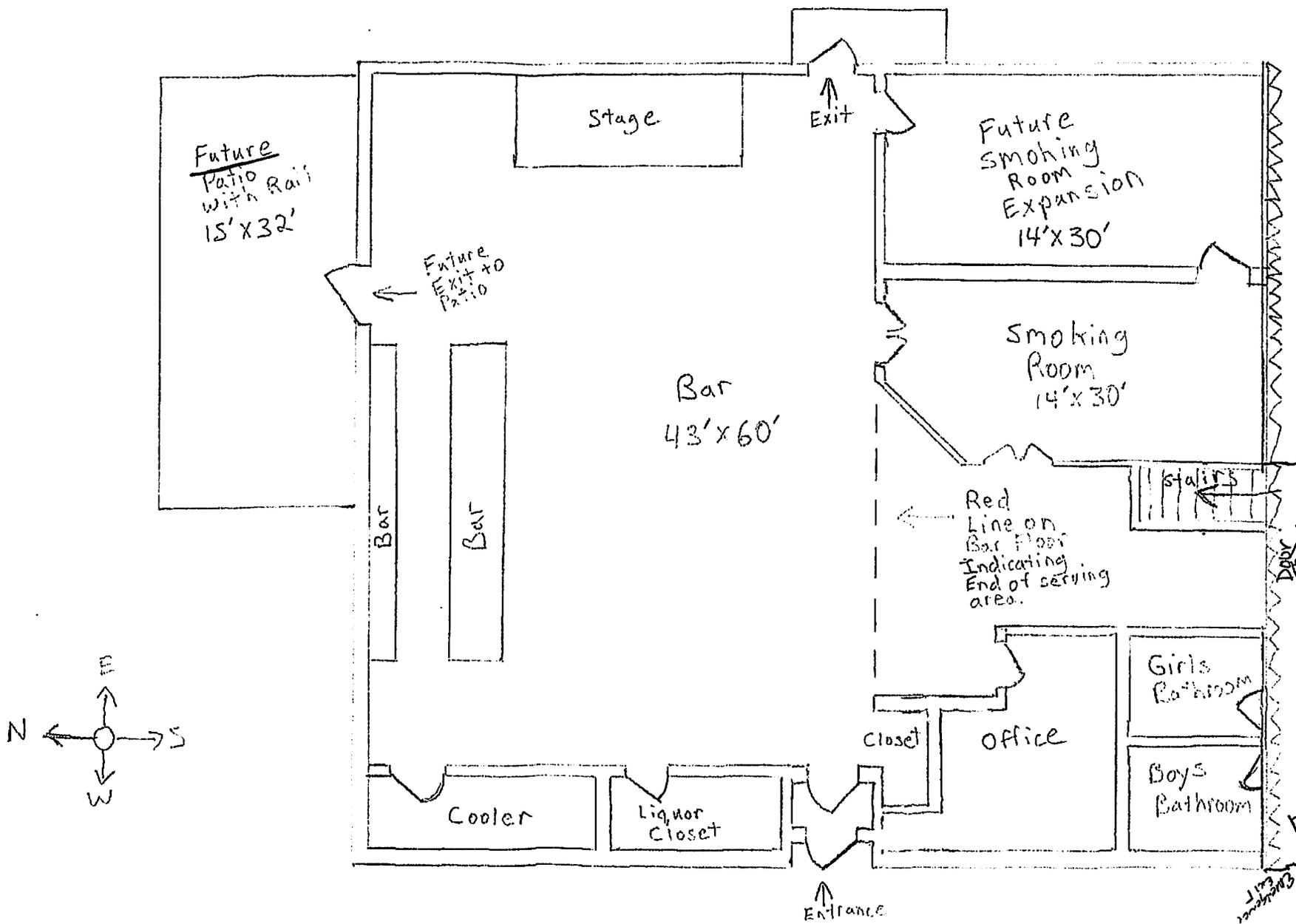
Applicant Name: VFW 2673

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: SEE ATTACHED

Not To Scale



-----FOR RENEWALS ONLY-----
RENEWAL OF LICENSE AND/OR PERMIT APPLICATION
FOR LIQUOR, WINERY OR MICROBREWERY

NOTE TO APPLICANT: To be filed with the local licensing authority. (Hearing must be 30 days prior to expiration)

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

Date Filed: 4 / 27 / 2012

	Annual Fee
Basic Fee	\$ 750
Additional Disp Rm Fee	\$
Total Lic Fee Collected	\$750
Publishing Fee Collected	\$ 30
Required Attachments Received	Yes <input checked="" type="checkbox"/>
Advertising Dates(4):	<u>5/23, 5/30, 6/6, 6/13 2012</u>
Hearing Date:	<u>6/19/2012</u>
Local Licensing Number:	<u>415</u>
For the license term:	<u>8/1/2012</u>
	Month Day Year
Through:	<u>7/31/2013</u>
	Month Day Year

A copy must be immediately forwarded to:
State of Wyoming Liquor Division
1520 E 5th Street
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@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.**

<p>FILING IN</p> <p><input checked="" type="checkbox"/> CITY OF CODY</p> <p>FILING AS (CHOOSE ONLY ONE)</p> <p><input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> LLC</p> <p><input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> LLP</p> <p><input checked="" type="checkbox"/> CORPORATION</p> <p><input type="checkbox"/> LTD PARTNERSHIP</p> <p><input type="checkbox"/> ASSOCIATION</p> <p><input type="checkbox"/> ORGANIZATION</p> <p><input type="checkbox"/> LOCATED WITHIN 5 MILES OF CITY (County License only)</p>	<p>TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)</p> <p><input type="checkbox"/> RETAIL LIQUOR LICENSE</p> <p> <input type="checkbox"/> on-premise only</p> <p> <input type="checkbox"/> off-premise only</p> <p> <input type="checkbox"/> combination on/off premise</p> <p><input checked="" type="checkbox"/> RESTAURANT LIQUOR LICENSE</p> <p><input type="checkbox"/> RESORT LIQUOR LICENSE</p> <p><input type="checkbox"/> COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT</p> <p><input type="checkbox"/> VETERANS CLUB</p> <p><input type="checkbox"/> FRATERNAL CLUB</p> <p><input type="checkbox"/> GOLF CLUB</p> <p><input type="checkbox"/> SOCIAL CLUB</p> <p><input type="checkbox"/> MICROBREWERY</p> <p><input type="checkbox"/> WINERY</p> <p><input type="checkbox"/> BAR AND GRILL</p>	<p>To Assist the Liquor Division with scheduling inspections:</p> <p>DO YOU OPERATE?</p> <p><input checked="" type="checkbox"/> FULL TIME (e.g. Jan through Dec)</p> <p><input type="checkbox"/> SEASONAL/PART-TIME</p> <p>(specify months of operation)</p> <p>from _____ to _____</p> <p>DAYS OF WEEK (e.g. Mon through Sat) <u>seven days a week</u></p> <p>HOURS OF OPERATION (e.g. 10a - 2a) <u>11am - 10pm</u></p>
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Minimum Purchase Requirement:

RETAIL: (ON PREMISE ONLY) (OFF PREMISE ONLY) (COMBINATION ON/OFF PREMISE)

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:

Have you purchased \$500 in spirits, wines and/or malt beverages during the previous license term? YES NO

W.S.12-4-103(c)

TO BE COMPLETED BY APPLICANTS {Pursuant to W.S.12-4-102(a)}

1. **Location of License:**

a) Give a description of the dispensing room and state where it is located in the building (ex. 10' X 12' room in SE corner of 1st floor of bldg). If the building is not in existence, provide the location and an architect's drawing or suitable plans of the room and premises to be licensed: **If Winery or Microbrewery** also list manufacturing facility. (W.S.12-4-102(a)(i):

8' X 12' ROOM ON WEST WALL OF BLDG

b) Do you have an additional dispensing room? YES NO

c) If yes, provide description and location:

d) Provide the legal description and the zoning of the site where the applicant will sell under the license: (W.S.12-4-102(a)(vii)

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? (If yes, submit a drawing of the changes in the dispensing room.)

YES NO

a) Do you anticipate any changes in the next twelve (12) months? YES NO

3. **Leases:** If the premises are not owned by licensee, attach a copy of the lease agreement which shows that the right to occupy the premises continues through the term of the license and contains an agreement that alcoholic or malt beverages may be sold upon the leased premises. Please indicate the page and paragraph of lease that shows the date of expiration. W.S.12-4-103(a)(iii)

- a) **DATE** lease expires: 4/11/2015, located on page 4, paragraph 3 of lease document.
- b) Provision for **SALE** of alcohol or malt beverages located on page 5, paragraph 1 of lease document.

4. **Restaurant and Bar and Grill Liquor Licenses Only:**

a) Gross sales figures and percentages of income derived from:
W.S.12-4-408(b)

Gross Sales: \$ 502,947.00 *ff*
 Food Sales: \$ 410,000 (82%) 84.8%
 Liquor Sales: \$ 90,000 (18%) 15.87%
 YES NO

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)

5. **If applicant is a Microbrewery:**

- a) Did you produce over 100 barrels (3,100 gallons) but less than 15,000 barrels (465,000 gallons during the previous license term?
W.S.12-1-101(a)(xix) YES NO
- b) Do you self distribute your products? YES NO
- c) Do you distribute your own products through an existing malt beverage wholesaler? YES NO

6. **If applicant is an Individual(s) or Partnership:** State the name, date of birth and residence of the applicant and of each applicant or partner, if the application is made by more than one individual or partnership.
If the application is for a Club: State the name, date of birth and residence of each officer.

True and Correct Name	Date of Birth	DO NOT LIST PO BOXES Residence Address, 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 <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

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

7. **If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership:** State the name, date of birth and residence of 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.

True and Correct Name	Date of Birth	DO NOT LIST PO BOXES 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?
Christine Linderman				2	50	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
George Linderman				2	50	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

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

VERIFICATION OF APPLICATION

(Requires signatures by **ALL** Individuals, **ALL** Partners, **ONE (1)** LLC Member, **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.
 Dated this 27th day of April, 2012.

George Jay Linderman
Applicant
Christine J. Linderman
Applicant

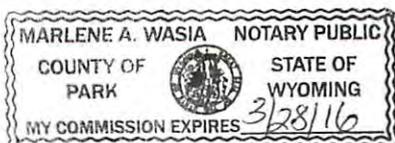
THE STATE OF WYOMING
 COUNTY OF Park } ss.

Subscribed and sworn to before me by George Jay Linderman this 27th day of April, 2012.

Witness my hand and official seal.

Marlene A. Wasia
 Notary Public or Person Authorized to Administer Oath

My Commission expires: 3/28/2016



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

FAX to 307-587-3840

page 1

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) C.V., Inc. filing # 2010-000581804

Address 1244 Sheridan Ave. Cody, Wyoming SSN 516-84-5610

Phone 527-7320 Cell 307-710-6193 E-mail jayfinderman53@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 6 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**

2

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.

and structure J CC

4

Signatures by Lessees make the Lessees and the business and all parties involved liable for the lease and its value. Also acknowledges that both parties have a copy of this lease. Lessor makes notes on his copy of the lease document, noting late payments, and other agreements that might be adjusted by either party. They become a valid part of this lease.

LESSOR [Signature] # DATE 3.24.2010

LESSEE [Signature] DATE 3/24/2010

LESSEE [Signature] DATE 3/24/2010

SPECIAL NOTES _____

5

Keith J. Neville II and Margaret C. Neville
1225 Meadow Lane Court, Cody, WY 82414
307-587-5941 firstchoicewy@brcsnan.net

This document will act as part of the lease dated 5-1-2010 between Neville and CJV, Inc.

This document gives CJV, Inc. permission to operate their restaurant with a liquor license for sale of alcoholic or malt beverages from the City of Cody and Park County and State of Wyoming governments. This permission will be valid through the term of the lease and the term of the license.

All city, county and state laws must be acknowledged by CJV, Inc. and they must remain in compliance.

Lessor  Date 3-24-2010

Lessee Jay Linderman Date 3/24/2010

Lessee Christi J Linderman Date 3/24/2010

WDA-17A
04/2k

WYOMING DEPARTMENT OF AGRICULTURE

CHEYENNE, WYOMING 82002

RECEIPT NUMBER
FD 032809

FOOD LICENSE



Account # 9843/9843-1

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.

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

Expiration Date: 3/24/2013

Jean Farnsworth

Director of Agriculture

Equal Opportunity in Employment and Services

3. **Leases:** If the premises are not owned by licensee, attach a copy of the lease agreement which shows that the right to occupy the premises continues through the term of the license and contains an agreement that alcoholic or malt beverages may be sold upon the leased premises. Please indicate the page and paragraph of lease that shows the date of expiration. W.S.12-4-103(a)(iii)

- a) DATE lease expires: _____/_____/_____, located on page _____, paragraph _____ of lease document.
- b) Provision for SALE of alcohol or malt beverages located on page _____, paragraph _____ of lease document.

4. **Restaurant and Bar and Grill Liquor Licenses Only:**

a) Gross sales figures and percentages of income derived from:
W.S.12-4-408(b)

Gross Sales: \$ 34833.
Food Sales: \$ 26446. (69 %)
Liquor Sales: \$ 8388. (31 %)

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. **If applicant is a Microbrewery:**

- a) Did you produce over 100 barrels (3,100 gallons) but less than 15,000 barrels (465,000 gallons during the previous license term?
W.S.12-1-101(a)(xix) YES NO
- b) Do you self distribute your products? YES NO
- c) Do you distribute your own products through an existing malt beverage wholesaler? YES NO

6. **If applicant is an Individual(s) or Partnership:** State the name, date of birth and residence of the applicant and of each applicant or partner, if the application is made by more than one individual or partnership.

If the application is for a Club: State the name, date of birth and residence of each officer.

True and Correct Name	Date of Birth	DO NOT LIST PO BOXES Residence Address, 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 <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

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

7. **If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership:** State the name, date of birth and residence of 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.

True and Correct Name	Date of Birth	DO NOT LIST PO BOXES 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?
DALE DELPH				12	50	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
William Delph				12	50	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

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

VERIFICATION OF APPLICATION

(Requires signatures by ALL Individuals, ALL Partners, ONE (1) LLC Member, 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.

Dated this 23rd day of APRIL, 2012.

William D. Delph
Applicant
Dale L. Delph
Applicant

THE STATE OF WYOMING }
COUNTY OF Park } SS.

Subscribed and sworn to before me by William D. Delph this 23rd day of April, 2012.
Dale L. Delph

Witness my hand and official seal.

Notary Public or Person Authorized to Administer Oath

My Commission expires: 6-1-15



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

FOOD LICENSE



Account # 1625/1625-1

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.

MAYORS INN
1401 RUMSEY AVE
CODY, WY 82414

Expiration Date: 6/30/2013

A handwritten signature in cursive script, reading "Jason Farnsworth".

Director of Agriculture

Equal Opportunity in Employment and Services

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: DELPH MARKETING, INC.

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:

----FOR RENEWALS ONLY----
RENEWAL OF LICENSE AND/OR PERMIT APPLICATION
FOR LIQUOR, WINERY OR MICROBREWERY

NOTE TO APPLICANT: To be filed with the local licensing authority. (Hearing must be 30 days prior to expiration)

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

Date Filed: 5, 8, 2012

	<u>Annual Fee</u>
Basic Fee	\$ 750
Additional Disp Rm Fee	\$
Total Lic Fee Collected	\$750
Publishing Fee Collected	\$ 30

Required Attachments Received Yes

Advertising Dates(4): 5/23, 5/30, 6/6, 6/13 2012

Hearing Date: 6/19/2012

Local Licensing Number: 421

For the license term: 8/1/2012
Month Day Year

Through: 7/31/2013
Month Day Year

A copy must be immediately forwarded to:
 State of Wyoming Liquor Division
 1520 E 5th Street
 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: 203 W YELLOWSTONE AVENUE
Number & Street or P.O. Box

CODY, WY 82414
City State Zip

Business Telephone Number: (307) 272-5770

Fax Number: (307) 587-6704

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.

<p>FILING IN</p> <p><input checked="" type="checkbox"/> CITY OF CODY</p> <p>FILING AS (CHOOSE ONLY ONE)</p> <p><input type="checkbox"/> INDIVIDUAL <input checked="" type="checkbox"/> LLC</p> <p><input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> LLP</p> <p><input checked="" type="checkbox"/> CORPORATION</p> <p><input type="checkbox"/> LTD PARTNERSHIP</p> <p><input type="checkbox"/> ASSOCIATION</p> <p><input type="checkbox"/> ORGANIZATION</p> <p><input type="checkbox"/> LOCATED WITHIN 5 MILES OF CITY (County License only)</p>	<p>TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)</p> <p><input type="checkbox"/> RETAIL LIQUOR LICENSE <input type="checkbox"/> on-premise only <input type="checkbox"/> off-premise only <input type="checkbox"/> combination on/off premise</p> <p><input checked="" type="checkbox"/> RESTAURANT LIQUOR LICENSE</p> <p><input type="checkbox"/> RESORT LIQUOR LICENSE</p> <p><input type="checkbox"/> COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT</p> <p><input type="checkbox"/> VETERANS CLUB</p> <p><input type="checkbox"/> FRATERNAL CLUB</p> <p><input type="checkbox"/> GOLF CLUB</p> <p><input type="checkbox"/> SOCIAL CLUB</p> <p><input type="checkbox"/> MICROBREWERY</p> <p><input type="checkbox"/> WINERY</p> <p><input type="checkbox"/> BAR AND GRILL</p>	<p>To Assist the Liquor Division with scheduling inspections:</p> <p>DO YOU OPERATE?</p> <p><input checked="" type="checkbox"/> FULL TIME (e.g. Jan through Dec)</p> <p><input checked="" type="checkbox"/> SEASONAL/PART-TIME <small>(specify months of operation)</small></p> <p>from _____ to _____</p> <p>DAYS OF WEEK (e.g. Mon through Sat) <u>Mon - Sun</u></p> <p>HOURS OF OPERATION (e.g. 10a - 2a) <u>Mon-Sat 5:30 - 11:00P</u></p>
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Minimum Purchase Requirement:

RETAIL: (ON PREMISE ONLY) (OFF PREMISE ONLY) (COMBINATION ON/OFF PREMISE)

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:

Have you purchased \$500 in spirits, wines and/or malt beverages during the previous license term? YES NO

W.S.12-4-103(c)

TO BE COMPLETED BY APPLICANTS {Pursuant to W.S.12-4-102(a)}

1. Location of License:
- a) Give a description of the dispensing room and state where it is located in the building (ex. 10' X 12' room in SE corner of 1st floor of bldg). If the building is not in existence, provide the location and an architect's drawing or suitable plans of the room and premises to be licensed: If Winery or Microbrewery also list manufacturing facility.
 (W.S.12-4-102(a)(i)) SE
10' X 12' ROOM IN NE CORNER OF BLDG ✓
- b) Do you have an additional dispensing room? YES NO
- c) If yes, provide description and location:
- d) Provide the legal description and the zoning of the site where the applicant will sell under the license:
 W.S.12-4-102(a)(vii)
LOT 9A DEMNIS SUBDIVISION ✓
2. Have there been any changes in the physical location of the dispensing room since the last application was filed? (If yes, submit a drawing of the changes in the dispensing room.) YES NO
- a) Do you anticipate any changes in the next twelve (12) months? YES NO

WJI

3. **Leases:** If the premises are not owned by licensee, attach a copy of the lease agreement which shows that the right to occupy the premises continues through the term of the license and contains an agreement that alcoholic or malt beverages may be sold upon the leased premises. Please indicate the page and paragraph of lease that shows the date of expiration. W.S.12-4-103(a)(iii)

- a) DATE lease expires: / / , located on page , paragraph of lease document.
- b) Provision for SALE of alcohol or malt beverages located on page , paragraph of lease document.

OWNER

4. **Restaurant and Bar and Grill Liquor Licenses Only:**

a) Gross sales figures and percentages of income derived from:
W.S.12-4-408(b)

Gross Sales: \$ 329,677 *314,995*
Food Sales: \$ 307,665 *(93.3%) 91.5*
Liquor Sales: \$ 7,930 *(2.4%) 2.5*

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. **If applicant is a Microbrewery:**

- a) Did you produce over 100 barrels (3,100 gallons) but less than 15,000 barrels (465,000 gallons) during the previous license term?
W.S.12-1-101(a)(xix) YES NO
- b) Do you self distribute your products? YES NO
- c) Do you distribute your own products through an existing malt beverage wholesaler? YES NO

6. **If applicant is an Individual(s) or Partnership:** State the name, date of birth and residence of the applicant and of each applicant or partner, if the application is made by more than one individual or partnership.

If the application is for a Club: State the name, date of birth and residence of each officer.

True and Correct Name	Date of Birth	DO NOT LIST PO BOXES Residence Address, 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 <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

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

7. **If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership:** State the name, date of birth and residence of 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.

True and Correct Name	Date of Birth	DO NOT LIST PO BOXES 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?
WILLIAM THIELEMAN				4	25	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
RICHARD MACGREGOR				4	25	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
ANITA FRIEDRICKS				4	25	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
ROB FRIEDRICKS				4	25	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>

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

VERIFICATION OF APPLICATION

(Requires signatures by ALL Individuals, ALL Partners, ONE (1) LLC Member, 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.

Dated this 7 day of MAY, 2012

THE STATE OF ARIZONA

COUNTY OF PHOENIX SS.

William Thielemann
Applicant

Allyson Sauer
Applicant

Subscribed and sworn to before me by William Thielemann this 7 day of MAY, 2012

Witness my hand and official seal.

My Commission expires: 10/18/2014

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



FOOD LICENSE



Account # 9147/9147-1

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.

CODY CATTLE COMPANY
1910 DEMARIS ST
CODY, WY 82414

Expiration Date: 5/29/2013

A handwritten signature in cursive script, appearing to read "Jason Feamster", is written over a horizontal line.

Director of Agriculture

Equal Opportunity in Employment and Services

3. **Leases:** If the premises are not owned by licensee, attach a copy of the lease agreement which shows that the right to occupy the premises continues through the term of the license and contains an agreement that alcoholic or malt beverages may be sold upon the leased premises. Please indicate the page and paragraph of lease that shows the date of expiration. W.S.12-4-103(a)(iii)

- a) **DATE** lease expires: _____/_____/_____, located on page _____, paragraph _____ of lease document.
- b) Provision for **SALE** of alcohol or malt beverages located on page _____, paragraph _____ of lease document.

4. **Restaurant and Bar and Grill Liquor Licenses Only:**

a) Gross sales figures and percentages of income derived from:
W.S.12-4-408(b)

Gross Sales: \$ 73,808.
Food Sales: \$ 73,383 (99.5%)
Liquor Sales: \$ 425 (0.5%)

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. **If applicant is a Microbrewery:**

- a) Did you produce over 100 barrels (3,100 gallons) but less than 15,000 barrels (465,000 gallons during the previous license term?
W.S.12-1-101(a)(xix) YES NO
- b) Do you self distribute your products? YES NO
- c) Do you distribute your own products through an existing malt beverage wholesaler? YES NO

6. **If applicant is an Individual(s) or Partnership:** State the name, date of birth and residence of the applicant and of each applicant or partner, if the application is made by more than one individual or partnership.

If the application is for a Club: State the name, date of birth and residence of each officer.

True and Correct Name	Date of Birth	DO NOT LIST PO BOXES Residence Address, 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 <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

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

7. **If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership:** State the name, date of birth and residence of 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.

True and Correct Name	Date of Birth	DO NOT LIST PO BOXES 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?
Stephen L. Carpenter				8	50	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Marianne P. Carpenter				8	50	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

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

VERIFICATION OF APPLICATION

(Requires signatures by ALL Individuals, ALL Partners, ONE (1) LLC Member, 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.
Dated this 27th day of April, 2012.

THE STATE OF WYOMING

COUNTY OF Park

} ss.

Applicant

Stephen L. Carpenter
Applicant

Subscribed and sworn to before me by Stephen L. Carpenter this 27th day of April, 2012.

Witness my hand and official seal.

Sara Wead

Notary Public or Person Authorized to Administer Oath

My Commission expires: 3/18/15



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 031070

FOOD LICENSE



Account # 5306/5306-1

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.

HERITAGE BAKERY
1532 WYOMING AVE
CODY, WY 82414

Expiration Date: 8/3/2012

A handwritten signature in cursive script, appearing to read "Jason Feamster".

Director of Agriculture

Equal Opportunity in Employment and Services

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."

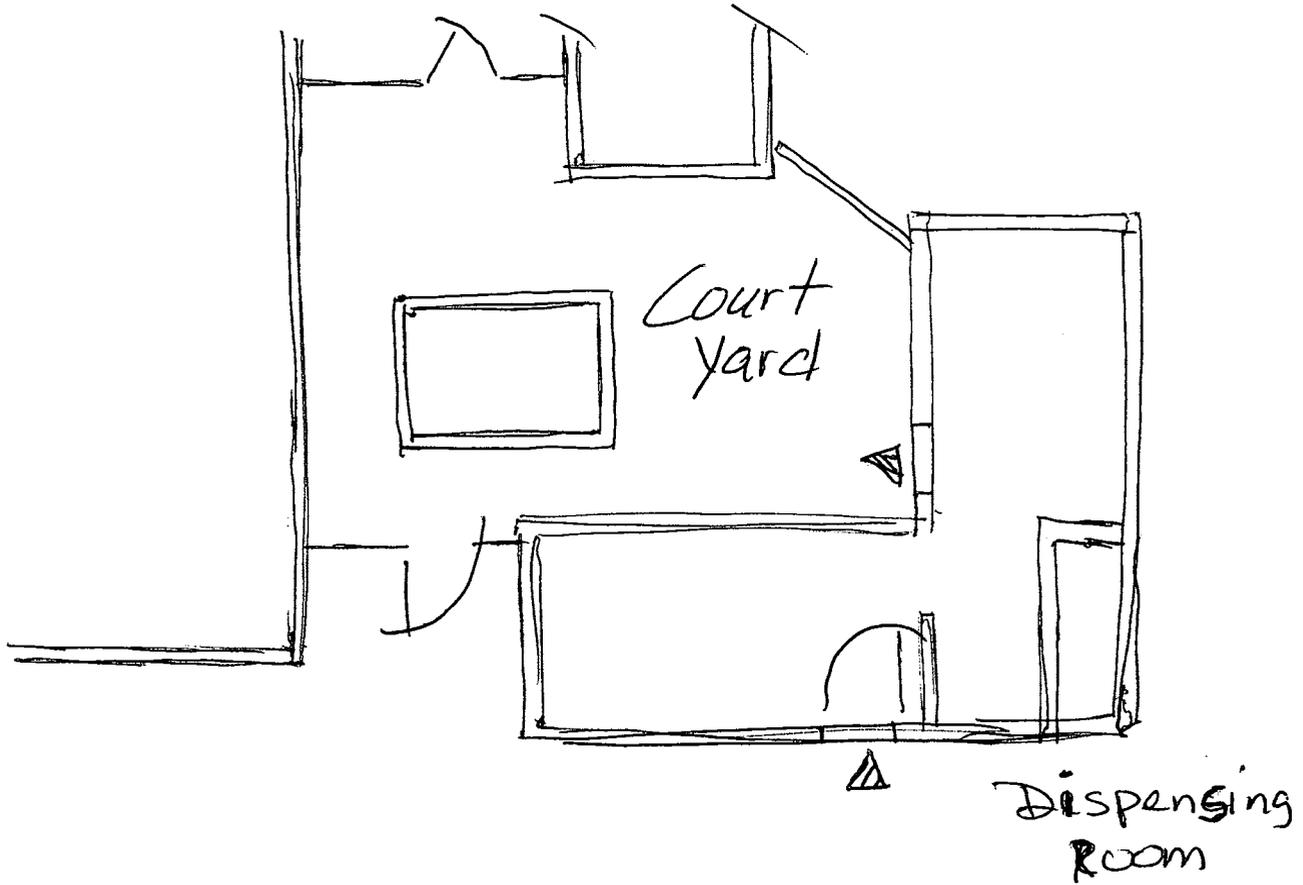
If you currently have an outdoor serving area or would like to request approval of a new outdoor serving area, please complete the following:

Applicant Name: Heritage Bakery LLC

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:



8-1-19-10

-----FOR RENEWALS ONLY-----
RENEWAL OF LICENSE AND/OR PERMIT APPLICATION
FOR LIQUOR, WINERY OR MICROBREWERY

NOTE TO APPLICANT: To be filed with the local licensing authority. (Hearing must be 30 days prior to expiration)

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

Date Filed: 4 / 30 / 2012

Basic Fee	<u>Annual Fee</u>
Additional Disp Rm Fee	<u>\$ 750</u>
Total Lic Fee Collected	<u>\$ 750</u>

Publishing Fee Collected \$ 30

Required Attachments Received Yes

Advertising Dates(4): 5/23, 5/30, 6/6, 6/13 2012

Hearing Date: 6/19/2012

Local Licensing Number: 422

For the license term: 8/1/2012
Month Day Year

Through: 7/31/2013
Month Day Year

A copy must be immediately forwarded to:
State of Wyoming Liquor Division
1520 E 5th Street
Cheyenne WY 82002-0110

Applicant: ILDEFONSO HERNANDEZ

Trade Name (dba): TACOS EL TACONAZO

Premise Address: 610 YELLOWSTONE AVENUE
Number & Street

CODY, WY 82414 PARK
City State Zip County

Mailing Address: PO BOX 2525
Number & Street or P.O. Box

CODY, WY 82414
City State Zip

Business Telephone Number: (307) 587-4045

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.

<p>FILING IN</p> <p><input checked="" type="checkbox"/> CITY OF CODY</p> <p>FILING AS (CHOOSE ONLY ONE)</p> <p><input checked="" type="checkbox"/> INDIVIDUAL <input type="checkbox"/> LLC</p> <p><input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> LLP</p> <p><input type="checkbox"/> CORPORATION</p> <p><input type="checkbox"/> LTD PARTNERSHIP</p> <p><input type="checkbox"/> ASSOCIATION</p> <p><input type="checkbox"/> ORGANIZATION</p> <p><input type="checkbox"/> LOCATED WITHIN 5 MILES OF CITY (County License only)</p>	<p>TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)</p> <p><input type="checkbox"/> RETAIL LIQUOR LICENSE</p> <p style="margin-left: 20px;"><input type="checkbox"/> on-premise only</p> <p style="margin-left: 20px;"><input type="checkbox"/> off-premise only</p> <p style="margin-left: 20px;"><input type="checkbox"/> combination on/off premise</p> <p><input checked="" type="checkbox"/> RESTAURANT LIQUOR LICENSE</p> <p><input type="checkbox"/> RESORT LIQUOR LICENSE</p> <p><input type="checkbox"/> COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT</p> <p><input type="checkbox"/> VETERANS CLUB</p> <p><input type="checkbox"/> FRATERNAL CLUB</p> <p><input type="checkbox"/> GOLF CLUB</p> <p><input type="checkbox"/> SOCIAL CLUB</p> <p><input type="checkbox"/> MICROBREWERY</p> <p><input type="checkbox"/> WINERY</p> <p><input type="checkbox"/> BAR AND GRILL</p>	<p>To Assist the Liquor Division with scheduling inspections:</p> <p>DO YOU OPERATE?</p> <p><input checked="" type="checkbox"/> FULL TIME (e.g. Jan through Dec)</p> <p><input type="checkbox"/> SEASONAL/PART-TIME</p> <p>(specify months of operation)</p> <p>from <u>Jan</u> to <u>Dec</u></p> <p>DAYS OF WEEK (e.g. Mon through Sat) <u>Mon through Sat</u></p> <p>HOURS OF OPERATION (e.g. 10a - 2a) <u>11-3 - 5-8.30</u></p>
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Minimum Purchase Requirement:

RETAIL: (ON PREMISE ONLY) (OFF PREMISE ONLY) (COMBINATION ON/OFF PREMISE)

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:

Have you purchased \$500 in spirits, wines and/or malt beverages during the previous license term? YES NO

W.S.12-4-103(c)

TO BE COMPLETED BY APPLICANTS {Pursuant to W.S.12-4-102(a)}

1. Location of License:

a) Give a description of the dispensing room and state where it is located in the building (ex. 10' X 12' room in SE corner of 1st floor of bldg). If the building is not in existence, provide the location and an architect's drawing or suitable plans of the room and premises to be licensed: **If Winery or Microbrewery also list manufacturing facility.** (W.S.12-4-102(a)(i):

11' X 11' ROOM IN SW CORNER OF BLDG

b) Do you have an additional dispensing room? YES NO

c) If yes, provide description and location:

d) Provide the legal description and the zoning of the site where the applicant will sell under the license: (W.S.12-4-102(a)(vii)

2.59 ACRES, PORTION OF LOT 3, T52, R102

2. Have there been any changes in the physical location of the dispensing room since the last application was filed? (If yes, submit a drawing of the changes in the dispensing room.) YES NO

a) Do you anticipate any changes in the next twelve (12) months? YES NO

3. **Leases:** If the premises are not owned by licensee, attach a copy of the lease agreement which shows that the right to occupy the premises continues through the term of the license and contains an agreement that alcoholic or malt beverages may be sold upon the leased premises. Please indicate page and paragraph of lease that shows the date of expiration. W.S.12-4-103(a)(iii)

- a) DATE lease expires: 70 / 31 / 13, located on page 1, paragraph 7 of lease document.
- b) Provision for SALE of alcohol or malt beverages located on page 1, paragraph 2 of lease document.

4. **Restaurant and Bar and Grill Liquor Licenses Only:**

a) Gross sales figures and percentages of income derived from:
W.S.12-4-408(b)

230,527.00

Gross Sales: \$ 250,000.00
 Food Sales: 213,838.03 (85.0%) 92.8
 Liquor Sales: 16,488.93 (6.6%) 7.2

YES NO

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)

5. **If applicant is a Microbrewery:**

- a) Did you produce over 100 barrels (3,100 gallons) but less than 15,000 barrels (465,000 gallons during the previous license term?
W.S.12-1-101(a)(xix) YES NO
- b) Do you self distribute your products? YES NO
- c) Do you distribute your own products through an existing malt beverage wholesaler? YES NO

6. **If applicant is an Individual(s) or Partnership:** State the name, date of birth and residence of the applicant and of each applicant or partner, if the application is made by more than one individual or partnership.

If the application is for a Club: State the name, date of birth and residence of each officer.

True and Correct Name	Date of Birth	DO NOT LIST PO BOXES Residence Address, 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?
Ildelfonso Hernandez				YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

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

7. **If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership:** State the name, date of birth and residence of 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.

True and Correct Name	Date of Birth	DO NOT LIST PO BOXES 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?
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

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

VERIFICATION OF APPLICATION

(Requires signatures by ALL Individuals, ALL Partners, ONE (1) LLC Member, 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.

Dated this 30th day of April, 2012.

Applicant

THE STATE OF WYOMING

COUNTY OF Park

} SS.

Ildelfonso Hernandez
Applicant

Subscribed and sworn to before me by Ildelfonso Hernandez this 30th day of April, 2012.

Witness my hand and official seal.

Barbara J. Ferlass
Notary Public or Person Authorized to Administer Oath

My Commission expires: 11-05-2013



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

COMMERCIAL LEASE

For consideration, the receipt of which is hereby acknowledged, LESSOR (Ken Quintiliani) and LESSEE (ILDEFONSO HERNANDEZ dba: TACOS EL TACONAZO), hereby agree as follows:

1. LESSOR will lease to LESSEE partial property located at 556 Yellowstone Avenue- Suite A, Cody, Wyoming, including the east half a 60' by 80' building, 2400 sq. ft. The lot is 105' by 235', and the lessee is permitted to use half of the lot for parking or in co-operation of tenants of Suite B. All employees are to park in the rear of the property, behind the building, as prescribed by the City of Cody.
2. The lease will be for four (4) years beginning on the 1st day of November, 2009 and ending on the last day of October, 2013. LESSOR hereby grants LESSEE the option to negotiate another three (3) year lease at the end of the first term. If LESSEE intends to exercise the option, it shall notify LESSOR at least thirty (30) days before the termination date of the first term and a new lease may be negotiated prior to the end of the first four (4) year term. The lease payments for a three (3) year subsequent lease will be at a rate based upon the present rental plus an additional sum to reflect the annual percentage of inflation from the date of the signing of this lease until the exercise of the three (3) year renewal. The parties agree to use figures obtained from the State of Wyoming for such increase.
3. LESSEE agrees to pay LESSOR the sum of one thousand six hundred fifty dollars (\$1650) per month beginning on the 1st day of November, 2009, and on the first day of each month thereafter during the term of this lease, payments totaling seventy nine thousand two hundred dollars (\$79,200) (\$1650/month x 12 months x 4 years). If the above rent is not paid as and when due, after a grace period of 5 days, LESSEE agrees to pay a penalty of fifty dollars (\$50) per day until such rent is paid in full. If the rent and any penalties are not paid within fifteen days from the due date, LESSEE agrees to vacate the premises and to pay LESSOR's attorney's fees and costs in removing the LESSEE and the collection of any past due rent, damages, etc.
4. LESSEE agrees to pay all utilities and to put such utilities in its name. LESSEE also agrees to pay and be fully responsible for all maintenance to the their half of the building, except for the roof and exterior of the outside walls. LESSOR will be responsible for repairs to the heating/cooling systems for the first year of the term of the lease, after the first year, the cost of repairs to the heating/cooling systems will be divided equally by the LESSOR and the LESSEE. LESSEE agrees to allow LESSOR to inspect the building from time to time upon reasonable notice and to report any damage to the building immediately. LESSEE further agrees to provide, and to have in effect at all times during the term of this lease, full liability insurance in an amount equal to or greater than \$ 1,000,000.00, as well as product/inventory damage insurance, in an amount and upon such terms as LESSOR agrees. LESSOR is also to be named as co-insured on the liability policy of such insurance.
5. LESSEE agrees to keep the premises clean, commercially appealing, and in good business like appearance and condition. LESSEE agrees to provide appropriate

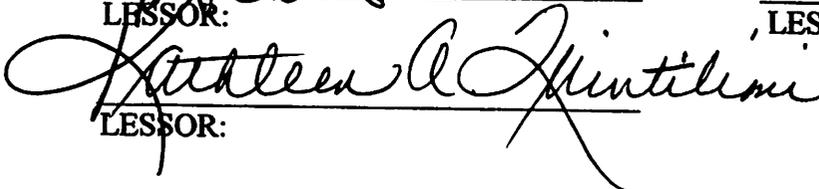
snow removal and to keep the outside appearance of the property in reasonable condition.

6. The parties agree that the LESSEE shall not be allowed to sublease or to allow others to use the property without the written consent of the LESSOR. In particular, but without limiting above, LESSEE agrees that there shall be no sales outside of the building (itinerant sales operations, etc.) without the written consent of the LESSOR. No vehicles (including ATV's, trailers, trucks, cars, etc.) shall be for sale on the property.
7. The parties agree that all of the terms and conditions of the lease are contained herein. This lease may not be modified except in writing, executed in the same format as this "lease".
8. Time is of the essence of this "lease".
9. If LESSEE breaches any of the terms and conditions of this lease, LESSEE agrees to pay all attorney's fees and costs incurred by the LESSOR in the enforcement of the terms of this lease.
10. LESSEE agrees to pay LESSOR upon the execution of this document a damage deposit in the amount of one thousand six hundred fifty (\$1650). Such damage deposit shall be returned to LESSEE at the end of the lease on the condition that LESSEE has fully complied with the terms hereof and that the property is returned to LESSOR in as good a condition as when it was leased.
11. LESSEE agrees to abide by all local, state, and federal laws in the occupancy of the premises.
12. The parties agree that any property left by LESSEE on the premises after the termination of the lease shall be deemed abandoned and LESSOR may sell or dispose of such property and keep the proceeds of the same. Provided, however, that LESSEE agrees to return the property to LESSOR, at the end of the lease, in good, clean, and acceptable condition.
13. LESSEE shall not construct any signs or other improvements to the property without the knowledge and written consent of LESSOR and the City of Cody. LESSOR will not unreasonably withhold consent to do so.
14. LESSEE agrees to indemnify and hold harmless the LESSOR from any claims made by third parties against LESSOR during LESSEE's occupancy of the property, including attorney's fees, costs, and any damages.
15. Occupancy start date is to be no later than October 1st, 2009 or as per approval by The City of Cody.

Deposit amount of \$1650. has been received and constitutes execution of this lease,
Dated this 6th day of AUGUST, 2009.


LESSOR:


LESSEE:


LESSOR:

Kenneth & Kathleen Quintiliani
1805 Gulch St.
Cody, WY 82414

• ILDEFUNSO: MARIA DE LOURDES
HERNANDEZ
PO Box 2525
CODY, WY 82414
307-587-4015

PERSONAL GUARANTEE:

I, ILDEFUNSO HERNANDEZ, hereby personally guarantee the performance of all duties of the LESSEE as set forth above, acknowledging that I am personally liable for such performance along with LESSEE.

X Ildefonso Hernandez

FIRST MONTH'S RENT DUE December 1st

9-2-09

Lease mutually cancelled in consideration
of new lease.



Ildefonso Hernandez

Letter of Consent

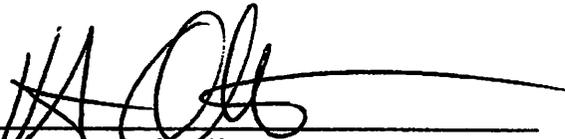
September 14, 2009

To Whom It May Concern:

As of September 15, 2009, the property & building at 610 Yellowstone Ave., Cody, Wyoming, has been leased to the Ildefonso Hernandez dba: Tacos El Taconazo, for the purpose of a restaurant, by Kenneth Quintiliani, property owner.

This letter shall serve as written permission to allow Tacos El Taconazo to serve liquor/alcoholic beverages on said property while doing regular business as a restaurant in accordance with all applicable laws of the City of Cody.

Thank You,



1805 Gulch St.
Cody, WY 82414
307-527-6227

FOOD LICENSE



Account # 9521/9521-1

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.

TACOS EL TACONAZO
610 E YELLOWSTONE AVE
CODY, WY 82414

Expiration Date: 10/26/2012

A handwritten signature in cursive script, reading "Jason Fearnsworth".

Director of Agriculture

Equal Opportunity in Employment and Services

-----FOR RENEWALS ONLY-----
**RENEWAL OF LICENSE AND/OR PERMIT APPLICATION
 FOR LIQUOR, WINERY OR MICROBREWERY**

NOTE TO APPLICANT: To be filed with the local licensing authority. (Hearing must be 30 days prior to expiration)

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

Date Filed: 4 / 27 / 2012

	Annual Fee
Basic Fee	\$ 750
Additional Disp Rm Fee	\$
Total Lic Fee Collected	\$750

Publishing Fee Collected \$ 30

Required Attachments Received Yes

Advertising Dates(4): 5/23, 5/30, 6/6, 6/13 2012

Hearing Date: 6/19/2012

Local Licensing Number: 567

For the license term: 8/1/2012
Month Day Year

Through: 7/31/2013
Month Day Year

A copy must be immediately forwarded to:
State of Wyoming Liquor Division
1520 E 5th Street
Cheyenne WY 82002-0110

Applicant: JUNE BUG LLC

Trade Name (dba): BUBBA'S BAR-B-QUE RESTURANT

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.**

<p>FILING IN</p> <p><input checked="" type="checkbox"/> CITY OF CODY</p> <p>FILING AS (CHOOSE ONLY ONE)</p> <p><input type="checkbox"/> INDIVIDUAL <input checked="" type="checkbox"/> LLC</p> <p><input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> LLP</p> <p><input type="checkbox"/> CORPORATION</p> <p><input type="checkbox"/> LTD PARTNERSHIP</p> <p><input type="checkbox"/> ASSOCIATION</p> <p><input type="checkbox"/> ORGANIZATION</p> <p><input type="checkbox"/> LOCATED WITHIN 5 MILES OF CITY (County License only)</p>	<p>TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)</p> <p><input type="checkbox"/> RETAIL LIQUOR LICENSE <input type="checkbox"/> on-premise only <input type="checkbox"/> off-premise only <input type="checkbox"/> combination on/off premise</p> <p><input checked="" type="checkbox"/> RESTAURANT LIQUOR LICENSE</p> <p><input type="checkbox"/> RESORT LIQUOR LICENSE</p> <p><input type="checkbox"/> COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT</p> <p><input type="checkbox"/> VETERANS CLUB</p> <p><input type="checkbox"/> FRATERNAL CLUB</p> <p><input type="checkbox"/> GOLF CLUB</p> <p><input type="checkbox"/> SOCIAL CLUB</p> <p><input type="checkbox"/> MICROBREWERY</p> <p><input type="checkbox"/> WINERY</p> <p><input type="checkbox"/> BAR AND GRILL</p>	<p>To Assist the Liquor Division with scheduling inspections:</p> <p>DO YOU OPERATE?</p> <p><input checked="" type="checkbox"/> FULL TIME (e.g. Jan through Dec)</p> <p><input type="checkbox"/> SEASONAL/PART-TIME</p> <p>(specify months of operation)</p> <p>from _____ to _____</p> <p>DAYS OF WEEK (e.g. Mon through Sat) <u>All</u></p> <p>HOURS OF OPERATION (e.g. 10a - 2a) <u>6am to 10pm</u></p>
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Minimum Purchase Requirement:

RETAIL: (ON PREMISE ONLY) (OFF PREMISE ONLY) (COMBINATION ON/OFF PREMISE)

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:

Have you purchased \$500 in spirits, wines and/or malt beverages during the previous license term? YES NO
 W.S.12-4-103(c)

TO BE COMPLETED BY APPLICANTS {Pursuant to W.S.12-4-102(a)}

1. Location of License:

a) Give a description of the dispensing room and state where it is located in the building (ex. 10' X 12' room in SE corner of 1st floor of bldg). If the building is not in existence, provide the location and an architect's drawing or suitable plans of the room and premises to be licensed: **If Winery or Microbrewery** also list manufacturing facility.
 (W.S.12-4-102(a)(i))

5' X 8' ROOM IN SOUTH CENTRAL PORTION OF BLDG

b) Do you have an additional dispensing room? YES NO

c) If yes, provide description and location:

d) Provide the legal description and the zoning of the site where the applicant will sell under the license:

W.S.12-4-102(a)(vii)

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?

(If yes, submit a drawing of the changes in the dispensing room.) YES NO

a) Do you anticipate any changes in the next twelve (12) months? YES NO

3. **Leases:** If the premises are not owned by licensee, attach a copy of the lease agreement which shows that the right to occupy the premises continues through the term of the license and contains an agreement that alcoholic or malt beverages may be sold upon the leased premises. Please indicate the page and paragraph of lease that shows the date of expiration. W.S.12-4-103(a)(iii)

- a) **DATE** lease expires: 8/2/2021, located on page 2, paragraph 3.1 of lease document.
- b) Provision for **SALE** of alcohol or malt beverages located on page 2, paragraph 2.2 of lease document.

4. **Restaurant and Bar and Grill Liquor Licenses Only:**

a) Gross sales figures and percentages of income derived from:
W.S.12-4-408(b)

Gross Sales: \$ 619,395
Food Sales: \$ 605,035 (97.68%)
Liquor Sales: \$ 17,415 (2.81%)

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. **If applicant is a Microbrewery:**

- a) Did you produce over 100 barrels (3,100 gallons) but less than 15,000 barrels (465,000 gallons during the previous license term?
W.S.12-1-101(a)(xix) YES NO
- b) Do you self distribute your products? YES NO
- c) Do you distribute your own products through an existing malt beverage wholesaler? YES NO

6. **If applicant is an Individual(s) or Partnership:** State the name, date of birth and residence of the applicant and of each applicant or partner, if the application is made by more than one individual or partnership.
If the application is for a Club: State the name, date of birth and residence of each officer.

True and Correct Name	Date of Birth	DO NOT LIST PO BOXES Residence Address, 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 <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

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

7. **If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership:** State the name, date of birth and residence of 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.

True and Correct Name	Date of Birth	DO NOT LIST PO BOXES 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?
Deise Wiegand				9mo	50	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Brian Wiegand				9mo	50	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

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

VERIFICATION OF APPLICATION

(Requires signatures by ALL Individuals, ALL Partners, ONE (1) LLC Member, 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.

Dated this 27 day of April, 2012.

[Signature]
Applicant

THE STATE OF WYOMING }
COUNTY OF Park } SS.

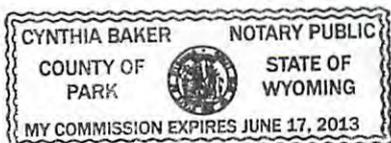
Applicant

Subscribed and sworn to before me by Deise Wiegand this 27 day of April 2012.

Witness my hand and official seal.

[Signature]
Notary Public or Person Authorized to Administer Oath

My Commission expires: 6/17/2013



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 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.

3.3 Upon the expiration of the third (3rd) LEASE YEAR, the annual rent shall be adjusted at the beginning of the fourth (4th) LEASE YEAR and each successive LEASE YEAR thereafter. At least thirty (30) days prior to the end of each LEASE YEAR, Thomas shall determine from the Bureau of Labor and Statistics, <http://www.bls.gov/>, the Consumer Price Index for All Urban Consumers; U. S. City average, all items (1982-1984 = 100) (the "CPI") for the month immediately preceding the end of the LEASE YEAR. If it is higher than the CPI for the same month of the preceding year, the BASIC RENT will be increased in the same proportion as the increase in the CPI. The BASIC RENT as thus calculated at the beginning of each new LEASE YEAR shall remain at the same level for that LEASE YEAR. In no event, however, shall any decrease in the CPI reduce the BASIC RENT.

3.4 June Bug shall remit to Thomas a security and damage deposit equal to one (1) month's rent, with payment of this security deposit to Thomas being made in two payments of One Thousand Six Hundred Sixty-Six Dollars and Sixty-Six Cents (\$1,666.66) on August 15 and September 15 and one payment of One Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$1,666.68) October 15.

3.5 All payments of rent shall be made by June Bug to Thomas without notice or demand, at such place as Thomas may from time to time designate. The extension of time for the payment of any installment of rent, or acceptance by Thomas in any manner other than herein specified, shall not be a waiver of the rights of Thomas to insist on having all other payments of rent made in the manner and at the time herein specified.

3.6 No payment by June Bug or receipt by Thomas of a lesser amount than the rent stipulated in THIS AGREEMENT shall be deemed other than a payment on account of the earliest rent due, nor shall any endorsement or statement on any check or on any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Thomas may accept such check or payment without prejudice to Thomas's rights to recover the balance of the rent or to pursue any other remedy provided for in THIS AGREEMENT.

3.7 All charges, costs and expenses which June Bug is required to pay hereunder, together with all interest and penalties that may accrue thereon in the event

of June Bug's failure to pay such amounts, and all damages, costs and expenses which Thomas may incur by reason of any default of June Bug, or failure on June Bug's part to comply with the terms of THIS AGREEMENT, shall be deemed to be additional BASIC RENT, and, in the event of non-payment by June Bug, Thomas shall have the rights and remedies with respect thereto as Thomas has for the non-payment of the BASIC RENT.

3.8 It is the intention of the parties that Thomas shall receive the rents and all sums payable by June Bug under THIS AGREEMENT, free of all expenses, charges, damages and deductions of any nature whatsoever. June Bug shall, however, be under no obligation to pay any principal or interest on any Mortgage on the leased property, income tax payable by Thomas or any gift, inheritance, transfer or estate tax by reason of any present or future law which may be enacted during the term of THIS AGREEMENT.

SECTION FOUR: TAXES

4.1 Within thirty (30) days following Thomas's delivery to June Bug of the tax notice for THE PROPERTY, June Bug shall reimburse Thomas for real property taxes and any assessments against THE PREMISES. June Bug shall be responsible for the total of all personal property taxes levied against it.

SECTION FIVE: UTILITIES

5.1 During the term of THIS AGREEMENT, June Bug shall be responsible for all normal utility services, including heat, water, natural gas, electricity, sewer usage, trash pick-up and the like, with all such services billed directly to June Bug.

5.2 Thomas shall not be liable in damages or otherwise for any failure to furnish or interruption in the supply of any utilities desired by June Bug. In the event June Bug shall install any equipment requiring additional utilities, the cost of installation for any such utility transmission lines, cables, hoses, pipes or receptacles for the same shall be at June Bug's expense, with such installation first being approved by Thomas.

5.3 In the event June Bug shall require any additional service lines, wiring, piping, security devices, cooling or any other modifications to the services currently

located on THE PREMISES, all design and installation shall be supervised and approved by Thomas or Thomas's agents.

5.4 June Bug shall contract for, in June Bug's own name, and shall pay for the installation fees and monthly usage fees for all cable television and telephone service used by June Bug.

SECTION SIX: INSURANCE

6.1 Within thirty (30) days following Thomas's delivery to June Bug of the insurance billing statement for THE PROPERTY, June Bug shall reimburse Thomas for keeping THE PREMISES insured against loss or damage by fire, lightning or the elements to the extent of the full insurable value thereof, including all products of RENOVATION ACTIVITIES made by either party hereto and which have become a part of THE BUILDING as set forth herein.

6.2 June Bug shall obtain and maintain insurance on the personal property placed on THE PREMISES at the expense of June Bug. Thomas shall have no responsibility for the loss of any personal property of June Bug maintained on THE PREMISES.

6.3 June Bug further agrees to maintain at all times during the term of THIS AGREEMENT public liability, liquor liability and property damage insurance, providing for limitations of not less than One Million Dollars (\$1,000,000.00) for injury or death to any one person and not less than Two Million Dollars (\$2,000,000.00) for injury or death occurring to more than one person as the result of one accident and not less than One Hundred Thousand Dollars (\$100,000.00) for property damage which may occur as a result of June Bug's use of THE PREMISES. Such insurance policies shall be in the form commonly known as "Comprehensive General Liability." June Bug further agrees to indemnify and hold Thomas harmless from all claims for personal injuries, death and property damages which occur as the result of June Bug's use of THE PREMISES, in and about THE PREMISES, or which result from any work done in and about THE PREMISES by June Bug or any contractor selected by or for June Bug.

6.4 All insurance required by THIS AGREEMENT shall be obtained from a company approved by Thomas, and a certificate evidencing the issuance of such policy or policies, together with evidence of the payment of premiums, shall be delivered to Thomas before the commencement of June Bug's occupancy of THE PREMISES.

6.5 Not less than thirty (30) days prior to the expiration of any insurance policy required of June Bug under the terms of THIS AGREEMENT, June Bug shall deliver to Thomas evidence of renewal of such policy or policies or a new certificate, together with evidence of the payment of premiums for the renewal, or new policy, as the case may be. All such insurance required herein shall contain a waiver of subrogation by June Bug, as well as an agreement by the insurance company that the policy or policies will not be canceled or the coverage changed without ten (10) days prior written notice to Thomas.

6.6 The insurance policies required under the terms of THIS AGREEMENT shall name both Thomas and June Bug as insureds.

SECTION SEVEN: RENOVATION ACTIVITIES

7.1 June Bug agrees to accept THE PREMISES in their present condition "as is," without calling upon Thomas to make any expenditures or to perform any work for the preparation of THE PREMISES for June Bug's intended use.

7.2 June Bug shall not order RENOVATION ACTIVITIES or permit RENOVATION ACTIVITIES to be performed on THE PREMISES, or any part thereof, except by and with the prior written consent of Thomas, which consent shall not be unreasonably withheld. All RENOVATION ACTIVITIES performed on THE PREMISES shall be made in accordance with all applicable laws and, unless otherwise agreed by the parties, shall be deemed to have attached to THE PREMISES when installed and to have become the property of Thomas, remaining for the benefit of Thomas at the end of the term, or other expiration of THIS AGREEMENT; provided, however, if, Thomas and June Bug agree that the product of such RENOVATION ACTIVITIES or fixtures have not attached to THE PREMISES, then upon termination of THIS AGREEMENT or within fifteen (15) days thereafter, June Bug shall promptly remove the additions, improvements, fixtures and installations which were placed on THE PREMISES by June Bug said removal and any

repairs to THE PREMISES necessitated thereby to be at June Bug's expense. In the event Thomas consents to any such RENOVATION ACTIVITIES as herein provided, June Bug shall indemnify and save Thomas harmless from all expense, liens, claims or damages to either persons or property arising out of or resulting from the undertaking of RENOVATION ACTIVITIES.

7.3 June Bug shall indemnify and hold Thomas harmless against any and all bills for labor performed and equipment, fixtures and materials furnished to June Bug in connection with said work as aforementioned and against any and all liens, bills or claims therefore or against THE PREMISES and from and against all loss, damages, costs, expenses, suits, claims and demands whatsoever.

7.4 June Bug will not permit any mechanic's, materialman's or other lien to stand against THE PREMISES for work or material furnished to June Bug, provided that June Bug shall have the right to contest the validity of any lien or claim if June Bug shall first have posted a bond to insure that, upon final determination of the validity of such lien or claim, June Bug shall immediately pay any Judgment rendered against June Bug with all proper costs and charges and shall have such lien released without cost to Thomas.

7.6 Any and all RENOVATION ACTIVITIES shall be performed in a workmanlike manner and shall not weaken or impair the structural strength or lessen the value of THE PREMISES or change the purpose for which THE PREMISES, or any part thereof, may be used.

7.7 Should any governmental agency, bureau, division or otherwise require RENOVATION ACTIVITIES to THE PREMISES, pertaining to June Bug's use of THE PREMISES, such RENOVATION ACTIVITIES shall be promptly constructed by June Bug, at June Bug's sole cost and expense, upon first contacting Thomas for approval.

SECTION EIGHT: REPAIRS

8.1 June Bug shall keep THE PREMISES in a clean and operational condition, conduct all normal maintenance and repair all damages to THE PREMISES, including but not limited to the heating, air conditioning, electrical, water, sewer and lighting systems,

occasioned by the fault or negligence of June Bug or the employees or patrons of June Bug, and shall maintain all systems in good condition. June Bug shall also maintain the interior and exterior of THE PREMISES in a safe condition for employees and patrons, including landscaping THE PROPERTY, clearing sidewalks and the maintenance of a schedule for insect and pest control.

permitted
MT.
W

8.2 June Bug, at its own expense, shall be responsible for all normal maintenance on THE PREMISES in the ordinary course of business, regardless of the fault or negligence of June Bug or the employees or patrons.

8.3 Thomas shall make NECESSARY REPAIRS to THE PREMISES and attendant systems not occasioned by negligence or fault of June Bug, or June Bug's employees or patrons, and may enter THE PREMISES at any and all reasonable hours to inspect THE PREMISES and attendant systems to insure that all NECESSARY REPAIRS and maintenance functions are being performed or to make the repairs required of Thomas.

8.4 All maintenance and repairs made by June Bug shall be at least equal in quality and class to the original work.

SECTION NINE: UNLAWFUL OR DANGEROUS ACTIVITY

9.1 June Bug shall neither use nor occupy THE PREMISES, or any part thereof, for any unlawful, disreputable or hazardous purpose nor operate THE PREMISES or conduct June Bug's business in a manner constituting a nuisance of any kind. June Bug shall immediately, upon discovery of any unlawful, disreputable or hazardous use, take action to halt such activity.

9.2 June Bug shall not use, store or bring onto THE PREMISES any hazardous material, of any nature, without pre-approval of Thomas. Should Thomas approve of the use or storage of any hazardous material, June Bug shall be responsible for any increased insurance costs attributable to the use or storage of any hazardous material. June Bug hereby holds Thomas harmless against any claim or cause of action arising from or through the use of any hazardous material used or stored on THE PREMISES by June Bug. Should June Bug fail to notify and obtain Thomas's pre-approval for the use or

storage of any hazardous material, Thomas may, at its option, terminate this LEASE upon three (3) days notice to June Bug.

9.3 June Bug and June Bug's employees or agents shall refrain from smoking in THE BUILDING on THE PREMISES.

SECTION TEN: INDEMNITY

10.1 June Bug shall indemnify and save Thomas harmless against and from any and all claims by or on behalf of any person or persons, firm or firms, corporation or corporations, arising from any work, activity or thing whatsoever done by or on behalf of June Bug, in or about THE PREMISES, and shall further indemnify and save Thomas harmless against and from any and all claims arising from any breach or default on the part of June Bug in the performance of any covenants or agreement on the part of June Bug to be performed, pursuant to the terms of THIS AGREEMENT, or arising from any act or negligence of June Bug, or any of June Bug's agents, contractors, servants, employees or licensees, and from and against all costs, legal fees, expenses and liabilities incurred in or about any such claim or action or proceeding brought therein.

SECTION ELEVEN: DEFAULT OR BREACH

11.1 In the event of any failure of June Bug to pay any rental or other sums when due hereunder (to which the provisions of Section 25.9 shall specifically not apply), or June Bug's default in performing any of the other terms, conditions or covenants of THIS AGREEMENT to be observed or performed by June Bug, for more than fifteen (15) days after notice of such default shall have been given to June Bug (or other length of time if specified herein to the contrary) or, if June Bug shall suffer THIS AGREEMENT to be taken under any writ of execution, then Thomas, besides other rights or remedies Thomas may have, shall have the immediate right to terminate THIS AGREEMENT, or re-enter and attempt to re-let THE PREMISES without terminating THIS AGREEMENT, and remove all persons and personal property from THE PREMISES, and such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of June Bug, all without being deemed guilty of trespass or becoming liable for

any loss or damage which may be occasioned thereby. Thomas shall not be required to remove any property, personal or otherwise, whether such property is Thomas's or June Bug's, from THE PREMISES.

11.2 If Thomas, without terminating THIS AGREEMENT, either:

- a) Elects to re-enter and attempts to re-let; or
- b) Takes possession pursuant to legal proceedings; or
- c) Takes possession pursuant to any notice provided by law,

then Thomas may undertake such RENOVATION ACTIVITIES and/or NECESSARY REPAIRS as may be needed in order to re-let THE PREMISES or any part thereof for such term or terms (which may be for a term extending beyond the term of THIS AGREEMENT) and at such rental or rentals and upon such other terms and conditions as Thomas in Thomas's sole discretion may deem advisable. Upon such re-letting, all rentals received by Thomas from such re-letting shall be applied:

- a) First, to the payment of any indebtedness other than rent due hereunder from June Bug to Thomas, including but not limited to the costs, expenses and legal fees necessary to re-enter THE PREMISES;
- b) Second, to the payment of any costs and expenses of such re-letting, including but not limited to brokerage fees and attorney's fees;
- c) Third, to the payment of rent due and unpaid hereunder, and
- d) Finally, the residue, if any, shall be held by Thomas and applied to payment of future rent as the same may be due and payable hereunder.

If such rentals received from such re-letting during any month be less than that to be paid during that month by June Bug hereunder, June Bug shall pay any such deficiency to Thomas. Such deficiency shall be calculated and paid monthly. No such re-entry or taking possession of THE PREMISES by Thomas shall be construed as an election on Thomas's part to terminate THIS AGREEMENT unless a notice of such intention be given to June Bug or unless the termination thereof be decreed by a Court of competent jurisdiction. Notwithstanding any such re-letting without termination, Thomas may at any time thereafter elect to terminate THIS AGREEMENT for such previous breach. Should Thomas at any time terminate THIS AGREEMENT for any breach, in addition to any other

remedies Thomas may have, Thomas may recover from June Bug all damages Thomas may incur by reasons of such breach, including the cost of recovering THE PREMISES, reasonable attorney's fees, including the worth, at the time of such termination, of the excess, if any, of the amount of rent and charges equivalent to rent reserved in THIS AGREEMENT for the remainder of the stated term over the then-reasonable rental value of THE PREMISES for the remainder of the stated term, all of which amounts shall be immediately due and payable from June Bug to Thomas.

11.3 In addition to any other remedies Thomas may have at law or equity and/or under THIS AGREEMENT, June Bug shall pay upon demand all of Thomas's legally allowable costs, charges and expenses, including reasonable legal fees, fees of agents and others retained by Thomas, incurred in connection with the recovery of sums due under THIS AGREEMENT, whether any suit be filed or not, or because of the breach of any covenant under THIS AGREEMENT, or for any other relief against June Bug.

11.4 If June Bug shall become bankrupt or file any debtor proceedings, or take or have taken against June Bug, in any Court pursuant to any statute either of the United States or of any state, a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of June Bug's property, or, if June Bug makes an assignment for the benefit of creditors or petitions for or enters into an arrangement, then and in that event THIS AGREEMENT shall, at the option of Thomas, be canceled and terminated, and any party claiming on behalf of June Bug shall not have any rights whatsoever under THIS AGREEMENT.

11.5 No waiver of any covenant or condition or of the breach of any covenant or condition of THIS AGREEMENT shall be taken to constitute a waiver of any subsequent breach of such covenant or condition nor to justify or authorize the non-observance of any other occasion of the same or of any other covenant or condition hereof, nor shall the acceptance of rent by Thomas, at any time when June Bug is in default under such covenant or condition hereof, be construed as a waiver of such default or of Thomas's right to terminate THIS AGREEMENT on account of such default, nor shall any waiver or indulgence granted by Thomas to June Bug be taken as an estoppel against Thomas, it being expressly understood that if, at any time June Bug shall be in default in any of its

covenants or conditions hereunder, an acceptance by Thomas of rental during the continuance of such default or the failure on the part of Thomas promptly to avail itself of such other rights or remedies as Thomas may have, shall not be construed as a waiver of such default, but Thomas may at any time thereafter, if such default continues, terminate THIS AGREEMENT on account of such default.

11.6 The rights and remedies given to Thomas by THIS AGREEMENT shall be deemed to be cumulative, and no one of such rights and remedies shall be exclusive at law or in equity of the rights and remedies which Thomas might otherwise have by virtue of a default under THIS AGREEMENT, and the exercise of one such right or remedy by Thomas shall not impair Thomas's standing to exercise any other right or remedy.

SECTION TWELVE: DESTRUCTION OF THE PREMISES

12.1 If THE PREMISES should be destroyed by fire, earthquake, Act of God or the elements during the term hereof, or damaged to such an extent that THE PREMISES are not fit for occupancy, then Thomas shall, with all reasonable dispatch, proceed to replace THE PREMISES with a premises similar in character, controlled by the building laws and ordinances, and the rental shall abate for such length of time during the period of replacement that June Bug is deprived of the occupation or enjoyment of THE PREMISES. If, however, THE PREMISES are only partially destroyed by any of the above causes, then Thomas shall, at Thomas's option, with all reasonable dispatch, proceed to repair THE PREMISES and place THE PREMISES in substantially the same condition as they were prior to the damage, and June Bug shall pay rent to Thomas for the undamaged portion of THE PREMISES. In the event that Thomas and June Bug cannot agree as to whether THE PREMISES, or a portion thereof, are fit for occupancy, an independent third party, as agreed upon by Thomas and June Bug, shall make the said determination.

12.2 Thomas shall not be responsible for any claim, cause of action, damage, cost or expenses in the event June Bug's business is interrupted, in any manner, if THE PREMISES are damaged or destroyed by fire, earthquake, act of God or the elements, or any other cause.

SECTION THIRTEEN: CONDEMNATION

14.1 If the whole of THE PREMISES shall be taken or condemned by any competent authority for any public or quasi-public use or purpose, then Thomas shall not be liable for any damages incurred or claims made by June Bug due to its loss of use of THE PREMISES. Thomas and June Bug shall be entitled to receive and retain such separate awards as may be allocated to their respective interests in any condemnation proceedings, or as may be otherwise agreed between the parties.

14.2 If a part of THE PREMISES is taken so as to substantially interfere with the use thereof, then June Bug shall have the option, to be exercised within sixty (60) days after the taking, to terminate THIS AGREEMENT by notice to Thomas, which termination shall be deemed to be effective as of the date the condemning authority takes title or possession, whichever first occurs, and all rentals shall be paid up to that date. In the event of such a termination, all ownership and title to THE PREMISES shall revert back to Thomas.

14.3 In the event June Bug does not exercise its right to terminate THIS AGREEMENT, Thomas and June Bug will be entitled to share any condemnation award according to their respective interests, which shall be separately adjusted by the condemning authority with Thomas and June Bug, with the loss by June Bug including business loss or, if available, business relocation and any other claim permitted by law to June Bug as a tenant on THE PREMISES. Thomas and June Bug shall be entitled to receive and retain such separate awards as may be allocated to their respective interests in any condemnation proceedings, or as may be otherwise agreed between the parties.

SECTION FOURTEEN: SUBORDINATION

14.1 THIS AGREEMENT and all rights of June Bug hereunder shall be subject and subordinate to the lien of any and all Mortgages that may now or hereafter affect THE PREMISES, or any part thereof, and to any and all renewals, modifications or extensions of any such Mortgages. June Bug shall on demand execute, acknowledge and deliver to Thomas, without expense to Thomas, any and all instruments that may be necessary or proper to subordinate THIS AGREEMENT and all rights therein to the lien of

any such mortgage or mortgages and each renewal, modification, or extension, and, if June Bug shall fail at any time to execute, acknowledge and deliver any such subordination instrument, Thomas, in addition to any other remedies available in consequence thereof, may execute, acknowledge and deliver the same as June Bug's attorney in fact and in June Bug's name.

SECTION FIFTEEN: LESSOR'S RIGHT TO PERFORM

15.1 If June Bug shall at any time be in default of the terms hereunder, Thomas may cure such default on behalf of June Bug, in which event June Bug shall reimburse Thomas for all sums paid to effect such cure, together with interest at the rate of ten percent (10%) per annum, reasonable attorney's fees and other costs. In order to collect such reimbursement, Thomas shall have all the remedies available under law and THIS AGREEMENT for a default in the payment of rent.

SECTION SIXTEEN: LESSOR'S RIGHT OF ACCESS

16.1 June Bug shall permit Thomas or Thomas's agents to inspect or examine THE PREMISES at any reasonable time and shall permit Thomas to make such REPAIRS and/or undertake such RENOVATION ACTIVITIES to THE PREMISES, or to THE BUILDING, that Thomas may deem necessary or which June Bug has covenanted herein to do and has failed so to do, without the same being construed as an eviction of June Bug in whole or in part, and the rent shall in no manner abate while such REPAIRS and/or RENOVATION ACTIVITIES are being made by reason of loss or interruption of June Bug's use of THE PREMISES because of the prosecution of such work; provided, however, except in cases of emergency, Thomas shall give June Bug ten (10) days notice of any such REPAIRS and/or RENOVATION ACTIVITIES required to comply with the terms and conditions of THIS AGREEMENT, during which ten (10) day period, June Bug shall have the right to perform such REPAIRS and/or RENOVATION ACTIVITIES.

16.2 If June Bug shall not be personally present to open and permit entry into THE PREMISES at any time when, for emergency purposes only, an entry therein shall be necessary or permissible, Thomas or Thomas's agents may enter THE PREMISES by a

master key, or may forcibly enter THE PREMISES, without rendering Thomas or such agents liable therefor, and without in any manner affecting the obligations and covenants of THIS AGREEMENT.

16.3 Thomas's right of entry or re-entry shall not be deemed to impose upon Thomas any obligation, responsibility or liability for the care, supervision or repair of THE PREMISES.

SECTION SEVENTEEN: LESSEE'S RIGHT OF ACCESS

17.1 June Bug shall have full and complete access to THE PREMISES twenty-four (24) hours per day, three hundred sixty-five (365) days per year.

SECTION EIGHTEEN: PARKING

18.1 Thomas shall provide a public parking area. Parking in the parking lot shall be on a first come, first served basis with no assigned parking spaces.

SECTION NINETEEN: ASSIGNMENT AND SUBLEASING

19.1 June Bug shall not assign, mortgage or encumber THIS AGREEMENT or sublet, license or permit THE PREMISES or any part thereof to be used by others, whether voluntary or by operation of law or otherwise, without the prior written consent of Thomas in each instance. Any consent by Thomas to an assignment or underletting or subletting shall not in any manner be construed to relieve June Bug, any assignee or sublessee from obtaining the consent in writing of Thomas to any further assignment or subleasing.

19.2 June Bug shall not in any way be released from any duties or responsibilities set forth in THIS AGREEMENT in the event that any sublessor shall violate said sublease, unless Thomas shall expressly waive Thomas's rights against June Bug to THIS AGREEMENT in writing prior to said sublease.

SECTION TWENTY: NOTICE

20.1 All notices to be given with respect to THIS AGREEMENT shall be in writing. Each notice shall be sent by registered or certified mail, postage prepaid and return receipt requested, to the party to be notified at the following addresses:

June Bug, LLC
1325 Meadow Lane
Cody, WY 82414

Mike Thomas and Sarah Thomas
P.O. Box 1086
Cody, WY 82414

Every notice shall be deemed to have been given three (3) days after deposit in the United States Mail in the manner prescribed herein. Nothing contained herein shall be construed to preclude personal service of any notice in the manner prescribed for personal service of a summons or other legal proceedings.

SECTION TWENTY-ONE: SURRENDER OF POSSESSION

21.1 June Bug shall, on the last day of the term or on earlier termination and forfeiture of THIS AGREEMENT, subject to the exercise of any options granted to June Bug herein, peaceably and quietly surrender and deliver THE PREMISES to Thomas, including all buildings, additions, fixtures, equipment and improvements constructed or placed thereon by June Bug, all in good condition and repair.

SECTION TWENTY-TWO: SIGNS

22.1 June Bug shall not, without Thomas's written consent, place or erect any signs of any nature on any part of THE PREMISES or the interior or exterior of THE BUILDING. In the event Thomas shall consent to any such signs or alterations of existing signs, all such signs or alterations thereof shall be subject to Thomas's absolute right of approval.

SECTION TWENTY-THREE: SALE OF PREMISES

23.1 In the event that Thomas should sell THE PREMISES, or any part of the real property upon which THE PREMISES are located, such sale shall be subject to the terms of THIS AGREEMENT and the buyer of THE PROPERTY shall accept THIS AGREEMENT, including the successive extensions hereof.

SECTION TWENTY-FOUR: RIGHT OF FIRST REFUSAL

24.1 Thomas hereby irrevocably grants to June Bug an exclusive and continuing right of first refusal ("THE RFR") to purchase the property upon and subject to the terms and conditions herein contained.

24.1.1 The period during which THE RFR may be exercised ("THE RFR PERIOD") shall commence upon the later of the parties' execution of THIS AGREEMENT or the sale of THE PROPERTY to Greenwich Manor, LLC or its assigns, and shall terminate upon the expiration or earlier termination of THIS AGREEMENT. If THE PROPERTY is sold by Greenwich Manor or subsequent owners of THE PROPERTY, then June Bug shall maintain a right of first refusal upon each sale under the same terms as described in this Section.

24.1.2 If at any time and from time to time during THE RFR PERIOD Thomas (i) shall receive and wish to accept a bona fide offer from a third party to purchase all or any portion of THE PROPERTY or (ii) shall have entered into a bona fide contract to sell all or any portion of THE PROPERTY subject to the terms of THE RFR, then Thomas shall forthwith deliver to June Bug (x) their notice of intent ("THE RFR INTENT") to accept such third-party offer and/or perform, as the case may be, such contract, (y) a true and complete copy of any written instrument which embodies the terms of such offer and/or contract and (z) their offer to sell the same to June Bug upon the same terms and conditions as are set forth in the third-party offer and/or contract so delivered to June Bug.

24.1.3 June Bug may elect to exercise THE RFR at any time during the sixty (60) day period ("THE ACCEPTANCE PERIOD") following June Bug's receipt of THE RFR INTENT by delivering to Thomas a written notice of acceptance ("THE NOTICE OF EXERCISE"):

24.1.3.1 THE NOTICE OF EXERCISE shall state that June Bug agrees to purchase the property described in THE RFR INTENT upon the terms and conditions set forth in the offer or contract which accompanied THE RFR INTENT, in which case the date on which THE NOTICE OF EXERCISE is delivered to Thomas shall be the effective date of the agreement pursuant to which June Bug shall purchase such property and Thomas shall sell and convey the same;

24.1.3.2 In the event that THE NOTICE OF EXERCISE is not timely served during THE ACCEPTANCE PERIOD for all or any portion of THE PROPERTY, then such property described in THE RFR INTENT shall be released from THE RFR rights of June Bug hereunder; provided, however, if the transaction described in

THE RFR INTENT fails to take place, then THE RFR shall be revived and in full force and effect with respect to such property.

SECTION TWENTY-FIVE: MISCELLANEOUS PROVISIONS

25.1 The captions of THIS AGREEMENT are for convenience only, are not part of THIS AGREEMENT and do not in any way limit or amplify the terms or provisions hereof.

25.2 Nothing contained in THIS AGREEMENT shall be deemed or construed to create the relationship of principal and agent, partnership, joint venture or any association whatsoever between Thomas and June Bug. Thomas and June Bug expressly understand and agree that neither the computation of rent nor any other provisions contained in THIS AGREEMENT nor any other act or acts of the parties hereto shall be deemed to create any relationship between Thomas and June Bug other than the relationship of landlord and tenant.

25.3 THIS AGREEMENT shall be governed by, construed and enforced in accordance with the laws of the State of Wyoming. The proper venue for any action brought under the terms or arising through the terms of THIS AGREEMENT shall be Park County, Wyoming.

25.4 Except as otherwise expressly provided, the terms and provisions hereof shall be binding upon and shall inure to the benefit of the heirs, successors and permitted assigns, respectively, of Thomas and June Bug. Each term and provision of THIS AGREEMENT to be performed by June Bug shall be construed to be both an independent covenant and a condition.

25.5 June Bug acknowledges that Thomas and Thomas's agents have made no representations or promises with respect to THE PREMISES or the making or entry into THIS AGREEMENT, except as expressly set forth. All negotiations, considerations, representations and understandings between the parties are incorporated in THIS AGREEMENT, and June Bug acknowledges that Thomas, Thomas's agents and representatives, have made no representations, warranties or promises with respect to THE BUILDING, the surrounding land or fixtures in THE PREMISES.

25.6 THIS AGREEMENT constitutes the entire agreement between the parties, and any agreement hereafter made shall not be effective to change, modify or discharge THIS AGREEMENT, in whole or in part, unless such agreement is in writing and is signed by the party against whom enforcement of the change, modification or discharge is sought.

25.7 If any term or provision of THIS AGREEMENT, or the application thereof to any person or circumstance, shall, to any extent, be invalid or unenforceable, the remainder of THIS AGREEMENT, or the application of such term or provision to the terms or entities or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of THIS AGREEMENT shall be valid and enforced to the fullest extent permitted by law.

25.8 THIS AGREEMENT may be executed in one or more counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

25.9 Other than with respect to a default in the payment of rent or other amounts due hereunder as described in Section 11, the following layered dispute resolution provisions shall apply to THIS AGREEMENT:

25.9.1 Good Faith Negotiation. The parties agree that, before resorting to any formal dispute resolution process concerning any dispute arising from or in any way relating to THIS AGREEMENT (a "Dispute"), they will first attempt to engage in good faith negotiations in an effort to find a solution that serves their respective and mutual interests, including their continuing business and professional relationship, with the parties further agreeing to participate directly in the negotiations. Unless otherwise agreed in writing, the parties shall have five (5) business days from the date of any Notice provided pursuant to Paragraph 25.9.6 to begin such negotiations and fifteen (15) business days from the date of such Notice to complete such negotiations.

25.9.2 Mediation. If the negotiations described in Paragraph 25.9.1 above do not occur, or if such negotiations do not conclude with a mutually agreeable solution within that time frame (or any extension thereto which is amenable to all parties), the parties agree to mediate any Dispute. If the parties to the Dispute cannot agree upon a mediator, each shall select one name from a list of mediators maintained by any bona fide dispute resolution provider and the two persons selected shall

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then choose a third person who shall serve as mediator. The parties shall participate directly in the mediation process and shall be present throughout the same, which mediation shall commence no later than forty-five (45) days from the date of any Notice. The parties agree that any mediated settlement agreement may be converted to an arbitration award or judgment (or both) and enforced according to the Wyoming Rules of Civil Procedure, and they further confirm their motivating purpose in selecting mediation is to find a solution that serves their respective and mutual interests, including their continuing business and professional relationship without the unnecessary expenditure of time or resources.

25.9.3 Arbitration. If the mediation described in Paragraph 25.9.2 above does not conclude with a final settlement agreement between the parties to the Dispute, then the parties shall be entitled to pursue any other remedy to which they may be entitled by statute or in equity.

25.9.4 Costs. The parties to the Dispute shall share the mediator's fees equally.

25.9.5 Attorney's Fees. The prevailing party in any action hereunder shall be entitled to an award of attorney's fees.

25.9.6 Notice of Dispute. The Notice required under this section shall be in writing. It shall provide sufficient details of the Dispute to identify the parties to the Dispute and to apprise other parties of the basis of the disputant's claims. The Notice should include the invitation to begin negotiation, and if unsuccessful, mediation. The date of the Notice shall be the triggering date upon which the time deadlines in this Paragraph 25.9 will be calculated.

SECTION TWENTY-SIX: AUTHORITY OF SIGNATORIES

26.1 Each person executing THIS AGREEMENT individually and personally represents and warrants that he/she is signing with full and complete authority granted by the corporation or entity which is represented herein as June Bug. The signatories hereto represent and warrant that THIS AGREEMENT is binding upon Thomas and June Bug in accordance with the terms and conditions of THIS AGREEMENT.

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

Michael Thomas



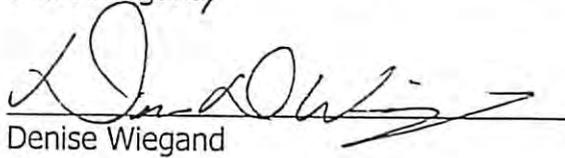
Sarah E. Thomas



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-2\June Bug, Brian and Denise\ lease agreement.doc

WDA-17A
04/2k

WYOMING DEPARTMENT OF AGRICULTURE

CHEYENNE, WYOMING 82002

RECEIPT NUMBER

FD 031642

1237 FOOD LICENSE



Account # 11073/11073-1

DUPLICATE

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.

BUBBA'S BAR-B-QUE
512 YELLOWSTONE AVE
CODY, WY 82414

Expiration Date: 8/3/2012

A handwritten signature in cursive script, appearing to read "Jason Feamurough".

Director of Agriculture
Equal Opportunity in Employment and Services

3. **Leases:** If the premises are not owned by licensee, attach a copy of the lease agreement which shows that the right to occupy the premises continues through the term of the license and contains an agreement that alcoholic or malt beverages may be sold upon the leased premises. Please indicate the page and paragraph of lease that shows the date of expiration. W.S.12-4-103(a)(iii)

- a) **DATE** lease expires: / / , located on page , paragraph of lease document.
- b) Provision for **SALE** of alcohol or malt beverages located on page , paragraph of lease document.

4. **Restaurant and Bar and Grill Liquor Licenses Only:**

a) Gross sales figures and percentages of income derived from:
W.S.12-4-408(b)

Gross Sales: \$ 67,646.50
 Food Sales: \$ 58,175.34 (86%)
 Liquor Sales: \$ 9,471.16 (14%)
 YES NO

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)

5. **If applicant is a Microbrewery:**

- a) Did you produce over 100 barrels (3,100 gallons) but less than 15,000 barrels (465,000 gallons during the previous license term?
W.S.12-1-101(a)(xix) YES NO
- b) Do you self distribute your products? YES NO
- c) Do you distribute your own products through an existing malt beverage wholesaler? YES NO

6. **If applicant is an Individual(s) or Partnership:** State the name, date of birth and residence of the applicant and of each applicant or partner, if the application is made by more than one individual or partnership.

If the application is for a Club: State the name, date of birth and residence of each officer.

True and Correct Name	Date of Birth	DO NOT LIST PO BOXES Residence Address, 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?
Antonio				YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Jurado				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

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

7. **If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership:** State the name, date of birth and residence of 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.

True and Correct Name	Date of Birth	DO NOT LIST PO BOXES 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?
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

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

VERIFICATION OF APPLICATION

(Requires signatures by ALL Individuals, ALL Partners, ONE (1) LLC Member, 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.

Dated this 10th day of May, 2012.

Antonio Jurado
Applicant

THE STATE OF WYOMING }
 COUNTY OF PARK } SS.

Applicant

Subscribed and sworn to before me by Antonio Jurado this 10th day of May 2012

Witness my hand and official seal.

Kay Karst
Notary Public or Person Authorized to Administer Oath

My Commission expires: 11-1-2012



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 030663

1237 FOOD LICENSE



Account # 10188/10188-1

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: 7/23/2012

A handwritten signature in cursive script, appearing to read "Jason Feamster".

Director of Agriculture
Equal Opportunity in Employment and Services

LEASE AGREEMENT

June 1st 2012

This is a binding contract between Antonio Jurado the leasee and Lester Santos the leaser.

This lease includes all restaurant equipment and decorations , including signage and name owned by Santos Enterprises LLC. Antonio Jurado, will lease these items including the restaurant space located at 2425 Big Horn Ave From June 1st 2012 to August 1st 2013 for the monthly fee of \$950.00 this does not include utilities. Antonio Jurado will be responsible for the Energy West monthly bill for his portion of the building (on a separate meter) and half of the City of Cody monthly bill (which is shared by Santos Furniture)

Santos Enterprise LLC will keep the restaurant equipment running in good order. Antonio Jurado will take care of this equipment, keeping filters clean, etc. as to avoid abuse.

It is understood that Jurado's will have a liquor license on the premises for the full term of the lease.

Date signed; June 1st 2012

Lester Santos



Antonio Jurado



-----FOR RENEWALS ONLY-----

RENEWAL OF LICENSE AND/OR PERMIT APPLICATION FOR LIQUOR, WINERY OR MICROBREWERY

NOTE TO APPLICANT: To be filed with the local licensing authority. (Hearing must be 30 days prior to expiration)

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

Date Filed: 5 / 3 / 12

Basic Fee	Annual Fee
Additional Disp Rm Fee	\$ 750
Total Lic Fee Collected	\$ 750

Publishing Fee Collected \$ 30

Required Attachments Received Yes

Advertising Dates(4): 5/23, 5/30, 6/6, 6/13 2012

Hearing Date: 6/19/2012

Local Licensing Number: 529

For the license term: 8/1/2012
Month Day Year

Through: 7/31/2013
Month Day Year

A copy must be immediately forwarded to:
State of Wyoming Liquor Division
1520 E 5th Street
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) 587-9798

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.**

<p>FILING IN</p> <p><input checked="" type="checkbox"/> CITY OF CODY</p> <p>FILING AS (CHOOSE ONLY ONE)</p> <p><input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> LLC</p> <p><input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> LLP</p> <p><input checked="" type="checkbox"/> CORPORATION</p> <p><input type="checkbox"/> LTD PARTNERSHIP</p> <p><input type="checkbox"/> ASSOCIATION</p> <p><input type="checkbox"/> ORGANIZATION</p> <p><input type="checkbox"/> LOCATED WITHIN 5 MILES OF CITY (County License only)</p>	<p>TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)</p> <p><input type="checkbox"/> RETAIL LIQUOR LICENSE</p> <p style="margin-left: 20px;"><input type="checkbox"/> on-premise only</p> <p style="margin-left: 20px;"><input type="checkbox"/> off-premise only</p> <p style="margin-left: 20px;"><input type="checkbox"/> combination on/off premise</p> <p><input checked="" type="checkbox"/> RESTAURANT LIQUOR LICENSE</p> <p><input type="checkbox"/> RESORT LIQUOR LICENSE</p> <p><input type="checkbox"/> COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT</p> <p><input type="checkbox"/> VETERANS CLUB</p> <p><input type="checkbox"/> FRATERNAL CLUB</p> <p><input type="checkbox"/> GOLF CLUB</p> <p><input type="checkbox"/> SOCIAL CLUB</p> <p><input type="checkbox"/> MICROBREWERY</p> <p><input type="checkbox"/> WINERY</p> <p><input type="checkbox"/> BAR AND GRILL</p>	<p>To Assist the Liquor Division with scheduling inspections:</p> <p>DO YOU OPERATE?</p> <p><input checked="" type="checkbox"/> FULL TIME (e.g. Jan through Dec)</p> <p><input type="checkbox"/> SEASONAL/PART-TIME</p> <p>(specify months of operation)</p> <p>from _____ to _____</p> <p>DAYS OF WEEK (e.g. Mon through Sat)</p> <p><u>Mon-Sun</u></p> <p>HOURS OF OPERATION (e.g. 10a - 2a)</p> <p><u>10am - 10pm</u></p>
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Minimum Purchase Requirement:

RETAIL: (ON PREMISE ONLY) (OFF PREMISE ONLY) (COMBINATION ON/OFF PREMISE)

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:

Have you purchased \$500 in spirits, wines and/or malt beverages during the previous license term? YES NO

W.S.12-4-103(c)

TO BE COMPLETED BY APPLICANTS {Pursuant to W.S.12-4-102(a)}

1. Location of License:

a) Give a description of the dispensing room and state where it is located in the building (ex. 10' X 12' room in SE corner of 1st floor of bldg). If the building is not in existence, provide the location and an architect's drawing or suitable plans of the room and premises to be licensed: **If Winery or Microbrewery** also list manufacturing facility. (W.S.12-4-102(a)(i))

8' X 9' ROOM IN CENTER OF BLDG

b) Do you have an additional dispensing room? YES NO

c) If yes, provide description and location:

d) Provide the legal description and the zoning of the site where the applicant will sell under the license: (W.S.12-4-102(a)(vii))

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? (If yes, submit a drawing of the changes in the dispensing room.) YES NO

a) Do you anticipate any changes in the next twelve (12) months? YES NO

3. Leases: If the premises are not owned by licensee, attach a copy of the lease agreement which shows that the right to occupy the premises continues through the term of the license and contains an agreement that alcoholic or malt beverages may be sold upon the leased premises. Please indicate the page and paragraph of lease that shows the date of expiration. W.S.12-4-103(a)(iii)

- a) DATE lease expires: ___/___/___, located on page ___, paragraph ___ of lease document.
- b) Provision for SALE of alcohol or malt beverages located on page ___, paragraph ___ of lease document.

4. Restaurant and Bar and Grill Liquor Licenses Only:

- a) Gross sales figures and percentages of income derived from: Gross Sales: \$ 708962
 W.S.12-4-408(b) Food Sales: \$ 690324 (97 %)
Liquor Sales: \$ 18638 (3 %)
- b) Did you attach a copy of your valid food service permit to this application. YES NO
 W.S.12-4-407(a), W.S.12-4-413(a)

5. If applicant is a Microbrewery:

- a) Did you produce over 100 barrels (3,100 gallons) but less than 15,000 barrels (465,000 gallons during the previous license term)?
 W.S.12-1-101(a)(xix) YES NO
- b) Do you self distribute your products? YES NO
- c) Do you distribute your own products through an existing malt beverage wholesaler? YES NO

6. If applicant is an Individual(s) or Partnership: State the name, date of birth and residence of the applicant and of each applicant or partner, if the application is made by more than one individual or partnership.

If the application is for a Club: State the name, date of birth and residence of each officer.

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

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

7. If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership: State the name, date of birth and residence of 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.

True and Correct Name	Date of Birth	DO NOT LIST PO BOXES <i>Residence Address, Street, City, State & Zip</i>	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				1	50%	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Yi Lu				1	50%	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

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

VERIFICATION OF APPLICATION

(Requires signatures by ALL Individuals, ALL Partners, ONE (1) LLC Member, 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.

Dated this 3 day of May, 2012.

Applicant

THE STATE OF WYOMING
 COUNTY OF Park } SS.

Applicant

Subscribed and sworn to before me by Yi Lu + Xiren Zhang this 3rd day of May, 2012.

Witness my hand and official seal.

Sara Wead

Notary Public or Person Authorized to Administer Oath

My Commission expires: 3/18/15



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 034662

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.

CHINA TOWN
937 SHERIDAN AVE
CODY, WY 82414

Expiration Date: 6/17/2013

A handwritten signature in cursive script, appearing to read "Jason Fearey".

Director of Agriculture

Equal Opportunity in Employment and Services

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: Chinatown

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:

-----FOR RENEWALS ONLY-----
RENEWAL OF LICENSE AND/OR PERMIT APPLICATION
FOR LIQUOR, WINERY OR MICROBREWERY

NOTE TO APPLICANT: To be filed with the local licensing authority. (Hearing must be 30 days prior to expiration)

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

Date Filed: 5 / 2 / 12

Basic Fee	<u>Annual Fee</u> \$ 750
Additional Disp Rm Fee	\$
Total Lic Fee Collected	\$750
Publishing Fee Collected	\$ 30

Required Attachments Received Yes

Advertising Dates(4): 5/23, 5/30, 6/6, 6/13 2012

Hearing Date: 6/19/2012

Local Licensing Number: 417

For the license term: 8/1/2012
Month Day Year

Through: 7/31/2013
Month Day Year

A copy must be immediately forwarded to:
State of Wyoming Liquor Division
1520 E 5th Street
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.

FILING IN

CITY OF CODY

FILING AS (CHOOSE ONLY ONE)

- INDIVIDUAL LLC
 PARTNERSHIP LLP
 CORPORATION
 LTD PARTNERSHIP
 ASSOCIATION
 ORGANIZATION

LOCATED WITHIN 5 MILES OF CITY (County License only)

TYPE OF LICENSE OR PERMIT

(CHOOSE ONLY ONE)

- RETAIL LIQUOR LICENSE
 on-premise only
 off-premise only
 combination on/off premise
 RESTAURANT LIQUOR LICENSE
 RESORT LIQUOR LICENSE
 COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT
- VETERANS CLUB
 FRATERNAL CLUB
 GOLF CLUB
 SOCIAL CLUB
 MICROBREWERY
 WINERY
 BAR AND GRILL

To Assist the Liquor Division with scheduling inspections:

DO YOU OPERATE?

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 11:00-2:00 4:00-9:00
Sat. 11:30-9 Sun 4:00-8:00

Minimum Purchase Requirement:

RETAIL: (ON PREMISE ONLY) (OFF PREMISE ONLY) (COMBINATION ON/OFF PREMISE)

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:

Have you purchased \$500 in spirits, wines and/or malt beverages during the previous license term? YES NO
 W.S.12-4-103(c)

TO BE COMPLETED BY APPLICANTS {Pursuant to W.S.12-4-102(a)}

1. Location of License:

a) Give a description of the dispensing room and state where it is located in the building (ex. 10' X 12' room in SE corner of 1st floor of bldg). If the building is not in existence, provide the location and an architect's drawing or suitable plans of the room and premises to be licensed: **If Winery or Microbrewery** also list manufacturing facility. (W.S.12-4-102(a)(i):

6' X 6' ROOM IN SW CORNER OF FIRST FLOOR

b) Do you have an additional dispensing room? YES NO

c) If yes, provide description and location:

d) Provide the legal description and the zoning of the site where the applicant will sell under the license:

W.S.12-4-102(a)(vii)

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?

(If yes, submit a drawing of the changes in the dispensing room.) YES NO

a) Do you anticipate any changes in the next twelve (12) months? YES NO

3. **Leases:** If the premises are not owned by licensee, attach a copy of the lease agreement which shows that the right to occupy the premises continues through the term of the license and contains an agreement that alcoholic or malt beverages may be sold upon the leased premises. Please indicate the page and paragraph of lease that shows the date of expiration. W.S.12-4-103(a)(iii)

- a) **DATE** lease expires: 6/30/2016, located on page 1, paragraph 3#2 of lease document.
- b) Provision for **SALE** of alcohol or malt beverages located on page 1, paragraph 3#3 of lease document.

4. **Restaurant and Bar and Grill Liquor Licenses Only:**

a) Gross sales figures and percentages of income derived from:
W.S.12-4-408(b)

Gross Sales: \$ 513012.73 286761.42
 Food Sales: 270,702.78 \$ 469326.3 91 % 9#4
 Liquor Sales: 16,058.69 \$ 43699.16 6.69 % ym

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. **If applicant is a Microbrewery:**

- a) Did you produce over 100 barrels (3,100 gallons) but less than 15,000 barrels (465,000 gallons during the previous license term?
W.S.12-1-101(a)(xix) YES NO
- b) Do you self distribute your products? YES NO
- c) Do you distribute your own products through an existing malt beverage wholesaler? YES NO

6. **If applicant is an Individual(s) or Partnership:** State the name, date of birth and residence of the applicant and of each applicant or partner, if the application is made by more than one individual or partnership.

If the application is for a Club: State the name, date of birth and residence of each officer.

True and Correct Name	Date of Birth	DO NOT LIST PO BOXES Residence Address, 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 <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

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

7. **If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership:** State the name, date of birth and residence of 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.

True and Correct Name	Date of Birth	DO NOT LIST PO BOXES 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?
Yuji Miura				6 yrs	50%	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Ikuko Miura				"	50%	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

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

VERIFICATION OF APPLICATION

(Requires signatures by ALL Individuals, ALL Partners, ONE (1) LLC Member, 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.

Dated this 2 day of May, 2012.

[Signature]
Applicant

THE STATE OF WYOMING
 COUNTY OF Park } SS.

[Signature]
Applicant

Subscribed and sworn to before me by Yuji Miura + Ikuko miura this 2nd day of May, 2012.

Witness my hand and official seal.

Sara Wead

Notary Public or Person Authorized to Administer Oath

My Commission expires: 3/18/15



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. and SANDRA M. NEWSOME (herein collectively called "LESSOR") and MIURA INC and SHIKI JAPANESE RESTAURANT (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:

1420 Sheridan Ave, 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, 2010.**
- 2. RENT - LESSEE covenants and agrees to pay to LESSOR as monthly rental for the LEASED PROPERTY as follows:**

**\$1000.00 per month from July 1, 2010 to June 30, 2011
\$1500.00 per month from July 1, 2011 to June 30, 2016**

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 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 require. LESSOR shall provide any casualty insurance covering the improvements of LEASED PROPERTY which LESSOR may require.

**Lease Agreement
1420 Sheridan Ave
Cody, WY**

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 transfer all utilities to LESSEES name and shall be solely responsible for payment to utility providers. Any Changes in utility service required by LESSEE or mandated by city, state or federal government shall be paid by LESSEE.

7. **MAINTENANCE AND REPAIRS** - LESSEE shall keep the building on the LEASED PROPERTY in a good state of repair; shall perform all maintenance and repairs required, including but not limited to painting, electrical, and carpeting, water and sewer facilities, and heating and air conditioning units. LESSEE 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 at all times enter to view 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.

**Lease Agreement
1420 Sheridan Ave
Cody, WY**

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.

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
84 Road 6KM
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. 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 ____ day of _____, 2010.

LESSOR:
Robert Newsome

Robert Newsome

Sandra Newsome

Sandra Newsome

LESSEE
Yuji Miura

Yuji Miura

WDA-17A
04/2k

WYOMING DEPARTMENT OF AGRICULTURE
CHEYENNE, WYOMING 82002

RECEIPT NUMBER
FD 030801

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: 8/30/2012

A handwritten signature in cursive script, reading "Jason Fearnsworth".

Director of Agriculture

Equal Opportunity in Employment and Services

-----FOR RENEWALS ONLY-----

RENEWAL OF LICENSE AND/OR PERMIT APPLICATION FOR LIQUOR, WINERY OR MICROBREWERY

NOTE TO APPLICANT: To be filed with the local licensing authority. (Hearing must be 30 days prior to expiration)

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

Date Filed: 4 / 27 / 2012

Basic Fee	<u>Annual Fee</u> \$ 750
Additional Disp Rm Fee	<u>\$</u>
Total Lic Fee Collected	<u>\$750</u>

Publishing Fee Collected \$ 30

Required Attachments Received Yes

Advertising Dates(4): 5/23, 5/30, 6/6, 6/13 2012

Hearing Date: 6/19/2012

Local Licensing Number: 411

For the license term: 8/1/2012
Month Day Year

Through: 7/31/2013
Month Day Year

A copy must be immediately forwarded to:
State of Wyoming Liquor Division
 1520 E 5th Street
 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

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.**

FILING IN

CITY OF CODY

FILING AS (CHOOSE ONLY ONE)

- INDIVIDUAL LLC
 PARTNERSHIP LLP
 CORPORATION
 LTD PARTNERSHIP
 ASSOCIATION
 ORGANIZATION

LOCATED WITHIN 5 MILES OF CITY (County License only)

TYPE OF LICENSE OR PERMIT

(CHOOSE ONLY ONE)

- RETAIL LIQUOR LICENSE
 on-premise only
 off-premise only
 combination on/off premise
 RESTAURANT LIQUOR LICENSE
 RESORT LIQUOR LICENSE
 COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT
- VETERANS CLUB
 FRATERNAL CLUB
 GOLF CLUB
 SOCIAL CLUB
 MICROBREWERY
 WINERY
 BAR AND GRILL

To Assist the Liquor Division with scheduling inspections:

DO YOU OPERATE?

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)

Mon - Sun
Mon-Thur 11a - 11p
Fri-Sat 11a - 12a
Sun 12P - 10P

Minimum Purchase Requirement:

RETAIL: (ON PREMISE ONLY) (OFF PREMISE ONLY) (COMBINATION ON/OFF PREMISE)

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:

Have you purchased \$500 in spirits, wines and/or malt beverages during the previous license term? YES NO
 W.S.12-4-103(c)

TO BE COMPLETED BY APPLICANTS {Pursuant to W.S.12-4-102(a)}

1. Location of License:

a) Give a description of the dispensing room and state where it is located in the building (ex. 10' X 12' room in SE corner of 1st floor of bldg). If the building is not in existence, provide the location and an architect's drawing or suitable plans of the room and premises to be licensed: **If Winery or Microbrewery** also list manufacturing facility. (W.S.12-4-102(a)(i):

15' X 6' ROOM IN SW SECTION OF BLDG

b) Do you have an additional dispensing room? YES NO

c) If yes, provide description and location:

d) Provide the legal description and the zoning of the site where the applicant will sell under the license:

W.S.12-4-102(a)(vii)

LOCATION 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?

(If yes, submit a drawing of the changes in the dispensing room.) YES NO

a) Do you anticipate any changes in the next twelve (12) months? YES NO

3. **Leases:** If the premises are not owned by licensee, attach a copy of the lease agreement which shows that the right to occupy the premises continues through the term of the license and contains an agreement that alcoholic or malt beverages may be sold upon the leased premises. Please indicate the page and paragraph of lease that shows the date of expiration. W.S.12-4-103(a)(iii)

- a) DATE lease expires: _____/_____/_____, located on page _____, paragraph _____ of lease document.
- b) Provision for SALE of alcohol or malt beverages located on page _____, paragraph _____ of lease document.

own premises

4. **Restaurant and Bar and Grill Liquor Licenses Only:**

a) Gross sales figures and percentages of income derived from:
W.S.12-4-408(b)

Gross Sales: \$ 851,925
Food Sales: \$ 838,704 (99 %)
Liquor Sales: \$ 13,221 (1 %)

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. **If applicant is a Microbrewery:**

- a) Did you produce over 100 barrels (3,100 gallons) but less than 15,000 barrels (465,000 gallons during the previous license term?
W.S.12-1-101(a)(xix) YES NO
- b) Do you self distribute your products? YES NO
- c) Do you distribute your own products through an existing malt beverage wholesaler? YES NO

6. **If applicant is an Individual(s) or Partnership:** State the name, date of birth and residence of the applicant and of each applicant or partner, if the application is made by more than one individual or partnership.

If the application is for a Club: State the name, date of birth and residence of each officer.

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

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

7. **If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership:** State the name, date of birth and residence of 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.

True and Correct Name	Date of Birth	DO NOT LIST PO BOXES <i>Residence Address, Street, City, State & Zip</i>	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?
<i>Hal W McCoy</i>				<i>33</i>	<i>90.91</i>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
<i>J Leon Smith</i>				<i>27</i>	<i>9.09</i>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
<i>Terry Freund</i>				<i>14</i>	<i>0</i>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

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

VERIFICATION OF APPLICATION

(Requires signatures by ALL Individuals, ALL Partners, ONE (1) LLC Member, 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.

Dated this 19th day of April, 2012.

Hal W McCoy Applicant President
Terry Freund Applicant Vice Pres / Secretary

THE STATE OF WYOMING }
COUNTY OF SFEDWICK } SS.

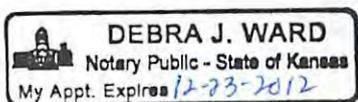
Subscribed and sworn to before me by Hal W McCoy + Terry Freund this 19th day of April, 2012.

Witness my hand and official seal.

Debra J. Ward

Notary Public or Person Authorized to Administer Oath

My Commission expires: 12-23-2012



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 034059

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: 6/30/2013

A handwritten signature in cursive script, reading "Jason Fearnsworth".

Director of Agriculture

Equal Opportunity in Employment and Services

3. **Leases:** If the premises are not owned by licensee, attach a copy of the lease agreement which shows that the right to occupy the premises continues through the term of the license and contains an agreement that alcoholic or malt beverages may be sold upon the leased premises. Please indicate the page and paragraph of lease that shows the date of expiration. W.S.12-4-103(a)(iii)

- a) **DATE** lease expires: / / , located on page , paragraph of lease document.
- b) Provision for **SALE** of alcohol or malt beverages located on page , paragraph of lease document.

4. **Restaurant and Bar and Grill Liquor Licenses Only:**

a) Gross sales figures and percentages of income derived from:
W.S.12-4-408(b) 000 OMITTED

Gross Sales: \$ 1,738
Food Sales: \$ 1,676 (96 %)
Liquor Sales: \$ 62 (4 %)
 YES NO

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)

5. **If applicant is a Microbrewery:**

- a) Did you produce over 100 barrels (3,100 gallons) but less than 15,000 barrels (465,000 gallons during the previous license term?
W.S.12-1-101(a)(xix) YES NO
- b) Do you self distribute your products? YES NO
- c) Do you distribute your own products through an existing malt beverage wholesaler? YES NO

6. **If applicant is an Individual(s) or Partnership:** State the name, date of birth and residence of the applicant and of each applicant or partner, if the application is made by more than one individual or partnership.

If the application is for a Club: State the name, date of birth and residence of each officer.

True and Correct Name	Date of Birth	DO NOT LIST PO BOXES Residence Address, 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 <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

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

7. **If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership:** State the name, date of birth and residence of 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.

True and Correct Name	Date of Birth	DO NOT LIST PO BOXES 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?
William C. Garlow				25	100%	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Julie F. Kenney				24		YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Lindsay J. Garlow				7		YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Barry G. Cody				3		YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>

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

VERIFICATION OF APPLICATION

(Requires signatures by **ALL** Individuals, **ALL** Partners, **ONE (1)** LLC Member, **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.

Dated this 15 day of May, 2012.

THE STATE OF WYOMING }
COUNTY OF PARK } SS.

[Signature]
Applicant
[Signature]
Applicant

Subscribed and sworn to before me by William C Garlow this 15 day of MAY, 2012

Witness my hand and official seal.

[Signature]
Notary Public or Person Authorized to Administer Oath

My Commission expires 5/31/2014



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



STATE OF WYOMING

DEPARTMENT OF HEALTH AND SOCIAL SERVICES
DIVISION OF HEALTH AND MEDICAL SERVICES
CHEYENNE, WYOMING 82002

Food Service Permit

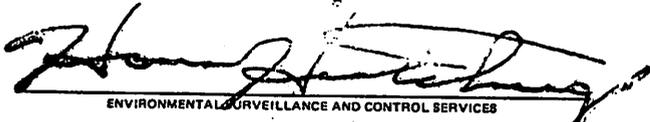
PROPERTY OF THE STATE OF WYOMING - NON-TRANSFERABLE

PLEASE POST IN A CONSPICUOUS PLACE

ACCOUNT NO. 4661 T/A. 011 PERMIT NO. 03912 DATE ISSUED 5/27/87 PERMIT EXPIRES N/A

Sunset House
Bill Garlow
1651 8th Street
Cody, Wyoming 82414 /

THIS PERMIT SHALL REMAIN IN
EFFECT UNLESS SUSPENDED OR
REVOKED FOR NON-COMPLIANCE
WITH THE LAWS AND STANDARDS.


ENVIRONMENTAL SURVEILLANCE AND CONTROL SERVICES


ADMINISTRATOR, DIV. OF HEALTH & MEDICAL SERVICE M.D.

-----FOR RENEWALS ONLY-----

RENEWAL OF LICENSE AND/OR PERMIT APPLICATION FOR LIQUOR, WINERY OR MICROBREWERY

NOTE TO APPLICANT: To be filed with the local licensing authority. (Hearing must be 30 days prior to expiration)

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

Date Filed: 4 / 18 / 2012

Basic Fee	<u>Annual Fee</u>
Additional Disp Rm Fee	<u>\$ 750</u>
Total Lic Fee Collected	<u>\$</u>
	<u>\$750</u>

Publishing Fee Collected \$ 30

Required Attachments Received Yes

Advertising Dates(4): 5/23, 5/30, 6/6, 6/13 2012

Hearing Date: 6/19/2012

Local Licensing Number: 394

For the license term: 8/1/2012
Month Day Year

Through: 7/31/2013
Month Day Year

A copy must be immediately forwarded to:
State of Wyoming Liquor Division
1520 E 5th Street
Cheyenne WY 82002-0110

Applicant: ZAPATAS INC

Trade Name (dba): ZAPATAS

Premise Address: 1364 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.**

FILING IN

CITY OF CODY

FILING AS (CHOOSE ONLY ONE)

- INDIVIDUAL
- PARTNERSHIP
- CORPORATION
- LTD PARTNERSHIP
- ASSOCIATION
- ORGANIZATION

LOCATED WITHIN 5 MILES OF CITY (County License only)

TYPE OF LICENSE OR PERMIT

(CHOOSE ONLY ONE)

- RETAIL LIQUOR LICENSE
 - on-premise only
 - off-premise only
 - combination on/off premise
- RESTAURANT LIQUOR LICENSE
- RESORT LIQUOR LICENSE
- COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT
- VETERANS CLUB
- FRATERNAL CLUB
- GOLF CLUB
- SOCIAL CLUB
- MICROBREWERY
- WINERY
- BAR AND GRILL

To Assist the Liquor Division with scheduling inspections:

DO YOU OPERATE?

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)

Mon - Sun
11:00AM - 9:00 PM

Minimum Purchase Requirement:

RETAIL: (ON PREMISE ONLY) (OFF PREMISE ONLY) (COMBINATION ON/OFF PREMISE)

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:

Have you purchased \$500 in spirits, wines and/or malt beverages during the previous license term? YES NO
W.S.12-4-103(c)

TO BE COMPLETED BY APPLICANTS {Pursuant to W.S.12-4-102(a)}

1. Location of License:

a) Give a description of the dispensing room and state where it is located in the building (ex. 10' X 12' room in SE corner of 1st floor of bldg). If the building is not in existence, provide the location and an architect's drawing or suitable plans of the room and premises to be licensed: **If Winery or Microbrewery** also list manufacturing facility. (W.S.12-4-102(a)(i):

9' X 11' ROOM IN SW PROTION OF BLDG

b) Do you have an additional dispensing room? YES NO

c) If yes, provide description and location:

d) Provide the legal description and the zoning of the site where the applicant will sell under the license:

W.S.12-4-102(a)(vii)

LOTS 5 7 6, BOLCK 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?

(If yes, submit a drawing of the changes in the dispensing room.) YES NO

a) Do you anticipate any changes in the next twelve (12) months? YES NO

3. **Leases:** If the premises are not owned by licensee, attach a copy of the lease agreement which shows that the right to occupy the premises continues through the term of the license and contains an agreement that alcoholic or malt beverages may be sold upon the leased premises. Please indicate the page and paragraph of lease that shows the date of expiration. W.S.12-4-103(a)(iii)

- a) **DATE** lease expires: 4/30/15, located on page 1, paragraph 1 of lease document.
- b) Provision for **SALE** of alcohol or malt beverages located on page 1, paragraph 3 of lease document.

4. **Restaurant and Bar and Grill Liquor Licenses Only:**

a) Gross sales figures and percentages of income derived from:
W.S.12-4-408(b)

Gross Sales: \$644,626.57
 Food Sales: \$537,050.69 (83 %)
 Liquor Sales: \$107,575.88 (17 %)
 YES NO

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)

5. **If applicant is a Microbrewery:**

- a) Did you produce over 100 barrels (3,100 gallons) but less than 15,000 barrels (465,000 gallons during the previous license term?
W.S.12-1-101(a)(xix) YES NO
- b) Do you self distribute your products? YES NO
- c) Do you distribute your own products through an existing malt beverage wholesaler? YES NO

6. **If applicant is an Individual(s) or Partnership:** State the name, date of birth and residence of the applicant and of each applicant or partner, if the application is made by more than one individual or partnership.

If the application is for a Club: State the name, date of birth and residence of each officer.

True and Correct Name	Date of Birth	DO NOT LIST PO BOXES Residence Address, 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 <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

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

7. **If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership:** State the name, date of birth and residence of 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.

True and Correct Name	Date of Birth	DO NOT LIST PO BOXES 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?
Connie Mawatt Miles Hollowell				19	100%	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
				18	0	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

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

VERIFICATION OF APPLICATION

(Requires signatures by ALL Individuals, ALL Partners, ONE (1) LLC Member, 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.

Dated this 17 day of April, 2012.

Connie Mawatt
Applicant

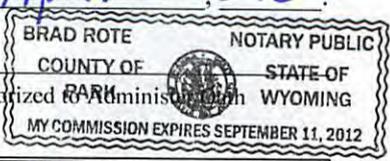
THE STATE OF WYOMING }
COUNTY OF Park } ss.

William Zillowell 18 APR 2012
Applicant

Subscribed and sworn to before me by Connie Mawatt this 17th day of April, 2012.

Witness my hand and official seal.

Brad Rote



My Commission expires: 9/11/2012

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

State of Wy
County of Park

Miles Hollowell appeared before me the 18th of April 2012.

Sue Gibbons

My commission expires 4-26-2015



**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, 2010.

2. RENT - LESSEE covenants and agrees to pay to LESSOR as monthly rental for the LEASED PROPERTY as follows:

\$1400.00 per month from May 1, 2010 to April 30, 2012

\$1500.00 per month from May 1, 2012 to April 30, 2015

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 10 day of May, 2010.

LESSOR:
Robert Newsome

Robert S Newsome
Sandra Newsome

Sandra Newsome

LESSEE
Connie Mowatt

Connie Mowatt

THIRD LEASE AGREEMENT

THIS THIRD LEASE AGREEMENT is made and entered into effective as of the 1st day of May, 2012, between Simpson Brothers, LC, 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. 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.

SECTION TWO: TERM AND RENT

2.1 This Third Lease Agreement supercedes in all respects and vacates the Second Lease Agreement. ZAPATA'S leases THE PREMISES for a term commencing on May 1, 2012, at 12:00 a.m. and terminating at 11:59 p.m. on July 31, 2013, at the rental amount of Four Thousand Five Hundred (\$4,500.00) to be paid upon ZAPATA'S signing of this Lease Agreement.

2.2 Upon expiration of THIS 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 responsible for all real property taxes. ZAPATA'S shall be responsible for the total of all personal property taxes levied against it.

SECTION FOUR: IMPROVEMENTS 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. 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.

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.

SECTION FIVE: INSURANCE

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.

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.

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: CONTINGENCIES

In the event that, prior to payment of the rental amount set forth herein, ZAPATA'S determines that it will not be allowed by any government authority to operate the seating area deck and service space on the PREMISES, then ZAPATA'S may, at ZAPATA'S sole option, declare this lease null and void, or proceed with the lease as set forth herein.

SECTION NINE: MISCELLANEOUS PROVISIONS

9.1 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.

9.2 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.

9.3 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.

9.4 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 5TH day of May, 2012.

SIMPSON BROTHERS, LC

ZAPATA'S, INC.

By: 

By: 

Alan K. Simpson - Co-Manager
(Print name and title)

Connie Phua
(Print name and title)

SECOND LEASE AGREEMENT

THIS SECOND LEASE AGREEMENT is made and entered into effective as of the 1st day of April, 2012, between Simpson Brothers, LC, 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. 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.

SECTION TWO: TERM AND RENT

2.1 ZAPATA'S leases THE PREMISES for a term of one (1) year, commencing on April 1, 2012, at 12:00 a.m. and terminating at 11:59 p.m. on March 31, 2013, at the annual rental amount of Three Thousand Dollars (\$3,000.00) to be paid upon ZAPATA'S signing of this Lease Agreement.

2.2 Upon expiration of THIS 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 responsibility for all real property taxes. ZAPATA'S shall be

responsible for the total of all personal property taxes levied against it.

SECTION FOUR: IMPROVEMENTS 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. 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.

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.

SECTION FIVE: INSURANCE

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.

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.

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: CONTINGENCIES

In the event that, prior to payment of the rental amount set forth herein, ZAPATA'S determines that it will not be allowed by any government authority to operate the seating area

deck and service space on the PREMISES, then ZAPATA'S may, at ZAPATA'S sole option, declare this lease null and void, or proceed with the lease as set forth herein.

SECTION NINE: MISCELLANEOUS PROVISIONS

9.1 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.

9.2 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.

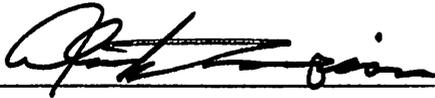
9.3 MERGER. This agreement and the other documents specifically referred to herein represent the entire agreement between the parties hereto with respect to the subject matter hereof, and all prior agreements, understandings or negotiations shall be deemed merged herein. No representations, warranties or certifications, express or implied, shall exist between the parties, except as stated herein or in the other documentation specifically referred to herein.

9.4 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 16th day of April, 2012.

SIMPSON BROTHERS, LC

ZAPATA'S, INC.

By: 

By: 

Alan K. Simpson
(Print name and title)

Carrie Powell Owner
(Print name and title)

Co-Manager

WDA-17A
04/2k

WYOMING DEPARTMENT OF AGRICULTURE

RECEIPT NUMBER

CHEYENNE, WYOMING 82002

FD 028142

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: 6/30/2012

A handwritten signature in cursive script, likely belonging to the Director of Agriculture.

Director of Agriculture

Equal Opportunity in Employment and Services

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: Lapata's Inc.

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:

-----FOR RENEWALS ONLY-----

RENEWAL OF LICENSE AND/OR PERMIT APPLICATION FOR LIQUOR, WINERY OR MICROBREWERY

NOTE TO APPLICANT: To be filed with the local licensing authority. (Hearing must be 30 days prior to expiration)

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

Date Filed: 4 / 19 / 2012

Basic Fee	<u>Annual Fee</u> \$ 1000
Additional Disp Rm Fee	\$
Total Lic Fee Collected	\$1000

Publishing Fee Collected \$ 30

Required Attachments Received Yes

Advertising Dates(4): 5/23, 5/30, 6/6, 6/13 2012

Hearing Date: 6/19/2012

Local Licensing Number: 401

For the license term: 8/1/2012
Month Day Year

Through: 7/31/2013
Month Day Year

A copy must be immediately forwarded to:
State of Wyoming Liquor Division
 1520 E 5th Street
 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: 813 SHADOW STREET
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:

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.**

<p>FILING IN</p> <p><input checked="" type="checkbox"/> CITY OF <u>CODY</u></p> <p>FILING AS (CHOOSE ONLY ONE)</p> <p><input type="checkbox"/> INDIVIDUAL <input checked="" type="checkbox"/> LLC <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> LLP <input type="checkbox"/> CORPORATION <input type="checkbox"/> LTD PARTNERSHIP <input type="checkbox"/> ASSOCIATION <input type="checkbox"/> ORGANIZATION</p> <p><input type="checkbox"/> LOCATED WITHIN 5 MILES OF CITY (County License only)</p>	<p>TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)</p> <p><input checked="" type="checkbox"/> RETAIL LIQUOR LICENSE <input type="checkbox"/> on-premise only <input type="checkbox"/> off-premise only <input checked="" type="checkbox"/> combination on/off premise</p> <p><input type="checkbox"/> RESTAURANT LIQUOR LICENSE <input type="checkbox"/> RESORT LIQUOR LICENSE <input type="checkbox"/> COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT</p> <p><input type="checkbox"/> VETERANS CLUB <input type="checkbox"/> FRATERNAL CLUB <input type="checkbox"/> GOLF CLUB <input type="checkbox"/> SOCIAL CLUB <input type="checkbox"/> MICROBREWERY <input type="checkbox"/> WINERY <input type="checkbox"/> BAR AND GRILL</p>	<p>To Assist the Liquor Division with scheduling inspections:</p> <p>DO YOU OPERATE?</p> <p><input checked="" type="checkbox"/> FULL TIME (e.g. Jan through Dec) <input type="checkbox"/> SEASONAL/PART-TIME (specify months of operation) from _____ to _____</p> <p>DAYS OF WEEK (e.g. Mon through Sat) <u>Sunday - Saturday</u> HOURS OF OPERATION (e.g. 10a - 2a) <u>9am - 11pm</u></p>
--	--	--

Minimum Purchase Requirement:

RETAIL: (ON PREMISE ONLY) (OFF PREMISE ONLY) (COMBINATION ON/OFF PREMISE)

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:
 Have you purchased \$500 in spirits, wines and/or malt beverages during the previous license term? YES NO
 W.S.12-4-103(c)

TO BE COMPLETED BY APPLICANTS {Pursuant to W.S.12-4-102(a)}

1. **Location of License:**

a) Give a description of the dispensing room and state where it is located in the building (ex. 10' X 12' room in SE corner of 1st floor of bldg). If the building is not in existence, provide the location and an architect's drawing or suitable plans of the room and premises to be licensed: **If Winery or Microbrewery also list manufacturing facility.** (W.S.12-4-102(a)(i))

83' X 114' ROOM ENTIRE BLDG

b) Do you have an additional dispensing room? YES NO

c) If yes, provide description and location:

d) Provide the legal description and the zoning of the site where the applicant will sell under the license: (W.S.12-4-102(a)(vii))

LOTS 12-14, BLOCK 4, TRUEBLOOD SUBDIVISION, D-2

2. Have there been any changes in the physical location of the dispensing room since the last application was filed? (If yes, submit a drawing of the changes in the dispensing room.) YES NO

a) Do you anticipate any changes in the next twelve (12) months? YES NO

3. **Leases:** If the premises are not owned by licensee, attach a copy of the lease agreement which shows that the right to occupy the premises continues through the term of the license and contains an agreement that alcoholic or malt beverages may be sold upon the leased premises. Please indicate the page and paragraph of lease that shows the date of expiration. W.S.12-4-103(a)(iii)
- a) **DATE** lease expires: ____/____/____, located on page _____, paragraph _____ of lease document.
- b) Provision for **SALE** of alcohol or malt beverages located on page _____, paragraph _____ of lease document.

4. **Restaurant and Bar and Grill Liquor Licenses Only:**

- a) Gross sales figures and percentages of income derived from: W.S.12-4-408(b)
- | | |
|---------------|---------------------|
| Gross Sales: | \$ _____ |
| Food Sales: | \$ _____ (_____ %) |
| Liquor 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. **If applicant is a Microbrewery:**

- a) Did you produce over 100 barrels (3,100 gallons) but less than 15,000 barrels (465,000 gallons during the previous license term? W.S.12-1-101(a)(xix) YES NO
- b) Do you self distribute your products? YES NO
- c) Do you distribute your own products through an existing malt beverage wholesaler? YES NO

6. **If applicant is an Individual(s) or Partnership:** State the name, date of birth and residence of the applicant and of each applicant or partner, if the application is made by more than one individual or partnership.
If the application is for a Club: State the name, date of birth and residence of each officer.

True and Correct Name	Date of Birth	DO NOT LIST PO BOXES Residence Address, 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 <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

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

7. **If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership:** State the name, date of birth and residence of 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.

True and Correct Name	Date of Birth	DO NOT LIST PO BOXES 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?
Michael S. Schnell				2	50	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Linda Schnell				2	50	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

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

VERIFICATION OF APPLICATION

(Requires signatures by ALL Individuals, ALL Partners, ONE (1) LLC Member, 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.
 Dated this 19TH day of APRIL, 2012. ALEM, LLC (MICHAEL S. SCHNELL)

THE STATE OF WYOMING }
 COUNTY OF PARK } SS.

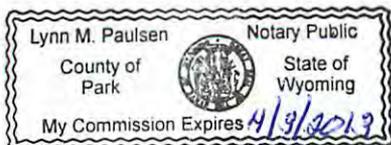
Michael S. Schnell
 Applicant

Subscribed and sworn to before me by MICHAEL S. SCHNELL this 19TH day of APRIL, 2012.

Witness my hand and official seal.

Lynn M. Paulsen
 Notary Public or Person Authorized to Administer Oath

My Commission expires: 4/3/2013



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: 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:

-----FOR RENEWALS ONLY-----

RENEWAL OF LICENSE AND/OR PERMIT APPLICATION FOR LIQUOR, WINERY OR MICROBREWERY

NOTE TO APPLICANT: To be filed with the local licensing authority. (Hearing must be 30 days prior to expiration)

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

Date Filed: 4 / 23 / 2012

Basic Fee Annual Fee \$ 1000

Additional Disp Rm Fee \$

Total Lic Fee Collected \$1000

Publishing Fee Collected \$ 30

Required Attachments Received Yes

Advertising Dates(4): 5/23, 5/30, 6/6, 6/13 2012

Hearing Date: 6/19/2012

Local Licensing Number: 398

For the license term: 8/1/2012
Month Day Year

Through: 7/31/2013
Month Day Year

A copy must be immediately forwarded to:
State of Wyoming Liquor Division
1520 E 5th Street
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.**

<p>FILING IN</p> <p><input checked="" type="checkbox"/> CITY OF CODY</p> <p>FILING AS (CHOOSE ONLY ONE)</p> <p><input type="checkbox"/> INDIVIDUAL <input checked="" type="checkbox"/> LLC</p> <p><input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> LLP</p> <p><input type="checkbox"/> CORPORATION</p> <p><input type="checkbox"/> LTD PARTNERSHIP</p> <p><input type="checkbox"/> ASSOCIATION</p> <p><input type="checkbox"/> ORGANIZATION</p> <p><input type="checkbox"/> LOCATED WITHIN 5 MILES OF CITY (County License only)</p>	<p>TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)</p> <p><input checked="" type="checkbox"/> RETAIL LIQUOR LICENSE</p> <p><input type="checkbox"/> on-premise only</p> <p><input type="checkbox"/> off-premise only</p> <p><input checked="" type="checkbox"/> combination on/off premise</p> <p><input type="checkbox"/> RESTAURANT LIQUOR LICENSE</p> <p><input type="checkbox"/> RESORT LIQUOR LICENSE</p> <p><input type="checkbox"/> COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT</p> <p><input type="checkbox"/> VETERANS CLUB</p> <p><input type="checkbox"/> FRATERNAL CLUB</p> <p><input type="checkbox"/> GOLF CLUB</p> <p><input type="checkbox"/> SOCIAL CLUB</p> <p><input type="checkbox"/> MICROBREWERY</p> <p><input type="checkbox"/> WINERY</p> <p><input type="checkbox"/> BAR AND GRILL</p>	<p>To Assist the Liquor Division with scheduling inspections:</p> <p>DO YOU OPERATE?</p> <p><input checked="" type="checkbox"/> FULL TIME (e.g. Jan through Dec)</p> <p><input type="checkbox"/> SEASONAL/PART-TIME</p> <p>(specify months of operation)</p> <p>from _____ to _____</p> <p>DAYS OF WEEK (e.g. Mon through Sat) <u>MONDAY - SUNDAY</u></p> <p>HOURS OF OPERATION (e.g. 10a - 2a) <u>10 AM - 2:00 AM</u></p>
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Minimum Purchase Requirement:

RETAIL: (ON PREMISE ONLY) (OFF PREMISE ONLY) (COMBINATION ON/OFF PREMISE)

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:

Have you purchased \$500 in spirits, wines and/or malt beverages during the previous license term? YES NO

W.S.12-4-103(c)

TO BE COMPLETED BY APPLICANTS {Pursuant to W.S.12-4-102(a)}

1. Location of License:

- a) Give a description of the dispensing room and state where it is located in the building (ex. 10' X 12' room in SE corner of 1st floor of bldg). If the building is not in existence, provide the location and an architect's drawing or suitable plans of the room and premises to be licensed: **If Winery or Microbrewery** also list manufacturing facility. (W.S.12-4-102(a)(i):
- 32' X 42' ROOM IN CENTER OF BLDG
- b) Do you have an additional dispensing room? YES NO
- c) If yes, provide description and location:
- d) Provide the legal description and the zoning of the site where the applicant will sell under the license: (W.S.12-4-102(a)(vii)
- 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? (If yes, submit a drawing of the changes in the dispensing room.) YES NO *Bar area changed not room*
- a) Do you anticipate any changes in the next twelve (12) months? YES NO

3. **Leases:** If the premises are not owned by licensee, attach a copy of the lease agreement which shows that the right to occupy the premises continues through the term of the license and contains an agreement that alcoholic or malt beverages may be sold upon the leased premises. Please indicate the page and paragraph of lease that shows the date of expiration. W.S.12-4-103(a)(iii)

- a) DATE lease expires: 3/31/14, located on page 1, paragraph 1 of lease document.
- b) Provision for SALE of alcohol or malt beverages located on page 1, paragraph 2 of lease document.

4. **Restaurant and Bar and Grill Liquor Licenses Only:**

- a) Gross sales figures and percentages of income derived from: W.S.12-4-408(b)

Gross Sales:	\$ _____
Food Sales:	\$ _____ (_____ %)
Liquor 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)

<input type="checkbox"/> YES	<input type="checkbox"/> NO
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5. **If applicant is a Microbrewery:**

- a) Did you produce over 100 barrels (3,100 gallons) but less than 15,000 barrels (465,000 gallons during the previous license term? W.S.12-1-101(a)(xix)

<input type="checkbox"/> YES	<input type="checkbox"/> NO
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- b) Do you self distribute your products?

<input type="checkbox"/> YES	<input type="checkbox"/> NO
------------------------------	-----------------------------
- c) Do you distribute your own products through an existing malt beverage wholesaler?

<input type="checkbox"/> YES	<input type="checkbox"/> NO
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6. **If applicant is an Individual(s) or Partnership:** State the name, date of birth and residence of the applicant and of each applicant or partner, if the application is made by more than one individual or partnership.

If the application is for a Club: State the name, date of birth and residence of each officer.

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

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

7. **If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership:** State the name, date of birth and residence of 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.

True and Correct Name	Date of Birth	DO NOT LIST PO BOXES <i>Residence Address, Street, City, State & Zip</i>	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				5	100	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

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

VERIFICATION OF APPLICATION

(Requires signatures by ALL Individuals, ALL Partners, ONE (1) LLC Member, 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.

Dated this 18 day of APRIL, 2012.

[Signature]
Applicant

THE STATE OF WYOMING }
COUNTY OF PARK } SS.

Applicant

Subscribed and sworn to before me by FRANK W. KRAUT this 18th day of APRIL, 2012.

Witness my hand and official seal.

[Signature]

Notary Public or Person Authorized to Administer Oath

My Commission expires: 3/13/14



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

A140-10
R140-04

COMMERCIAL LEASE

This lease is made between **CODY PAINT & BODY, INC.** (Lessor), of **3422 MOUNTAIN VIEW DR. COOY, WY. 82414**, and **BREWERS & LOUNGE, LLC.** (Lessee), of **2357 MOUNTAIN VIEW DR. COOY WY. 82414**, herein called Lessee. Lessee hereby offers to lease from Lessor the premises situated in the City of **COOY**, County of **PARK**, State of **WYOMING**, described as **2357 MOUNTAIN VIEW DR.**, upon the following TERMS and CONDITIONS:

- Term and Rent.** Lessor demises the above premises for a term of **3 (THREE)** years, commencing **APRIL 1, 2011** (year), and terminating on **MARCH 31, 2014** (year), or sooner as provided herein at the annual rental of **\$19,800.00 / NINETEEN THOUSAND EIGHT HUNDRED** Dollars (**\$19,800.00**), 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, at the address specified above.
- Use.** Lessee shall use and occupy the premises for **SALE OF ALCOHOL / PACKAGE SALES**. The premises shall be used for no other purpose. Lessor represents that the premises may lawfully be used for such purpose.
- Care and Maintenance of Premises.** Lessee acknowledges that the premises are in good order and repair, unless otherwise indicated herein. Lessee shall, at his own expense and at all times, maintain the premises in good and safe condition, including plate glass, electrical wiring, plumbing and heating installations and any other system or equipment upon the premises and shall surrender the same, at termination hereof, in as good condition as received, normal wear and tear excepted. Lessee shall be responsible for all repairs required, excepting the roof, exterior walls, structural foundations, and: _____, which shall be maintained by Lessor. Lessee shall also maintain in good condition such portions adjacent to the premises, such as sidewalks, driveways, lawns and shrubbery, which would otherwise be required to be maintained by Lessor.
- Alterations.** Lessee shall not, without first obtaining the written consent of Lessor, make any alterations, additions, or improvements, in, to or about the premises.
- Ordinances and Statutes.** Lessee shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the premises, occasioned by or affecting the use thereof by Lessee.
- Assignment and Subletting.** Lessee shall not assign this lease or sublet any portion of the premises without prior written consent of the Lessor, which shall not be unreasonably withheld. Any such assignment or subletting without consent shall be void and, at the option of the Lessor, may terminate this lease.
- Utilities.** All applications and connections for necessary utility services on the demised premises shall be made in the name of 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.
- Entry and Inspection.** Lessee shall permit Lessor or Lessor's agents to enter upon the premises at reasonable times and upon reasonable notice, for the purpose of inspecting the same, and will permit Lessor at any time within sixty (60) days prior to the expiration of this lease, to place upon the premises any usual "To Let" or "For Lease" signs, and permit persons desiring to lease the same to inspect the premises thereafter.
- Possession.** If Lessor is unable to deliver possession of the premises at the commencement hereof, Lessor shall not be liable for any damage caused thereby, nor shall this lease be void or voidable, but Lessee shall not be liable for any rent until possession is delivered. Lessee may terminate this lease if possession is not delivered within _____ days of the commencement of the term hereof.
- Indemnification of Lessor.** Lessor shall not be liable for any damage or injury to Lessee, or any other person, or to any property, occurring on the demised premises or any part thereof, and Lessee agrees to hold Lessor harmless from any claims for damages, no matter how caused.
- Insurance.** Lessee, at his expense, shall maintain plate glass and public liability insurance including bodily injury and property damage insuring Lessee and Lessor with minimum coverage as follows:

Lessee shall provide Lessor with a Certificate of Insurance showing Lessor as additional insured. The Certificate shall provide for a ten-day written notice to Lessor in the event of cancellation or material change of coverage. To the maximum extent permitted by insurance policies which may be owned by Lessor or Lessee, Lessee and Lessor, for the benefit of each other, waive any and all rights of subrogation which might otherwise exist.



12. Eminent Domain. If the premises or any part thereof or any estate therein, or any other part of the building materially affecting Lessee's use of the premises, shall be taken by eminent domain, this lease shall terminate on the date when title vests pursuant to such taking. The rent, and any additional rent, shall be apportioned as of the termination date, and any rent paid for any period beyond that date shall be repaid to Lessee. Lessee shall not be entitled to any part of the award for such taking or any payment in lieu thereof, but Lessee may file a claim for any taking of fixtures and improvements owned by Lessee, and for moving expenses.

13. Destruction of Premises. In the event of a partial destruction of the premises during the term hereof, from any cause, Lessor shall forthwith repair the same, provided that such repairs can be made within sixty (60) days under existing governmental laws and regulations, but such partial destruction shall not terminate this lease, except that Lessee shall be entitled to a proportionate reduction of rent while such repairs are being made, based upon the extent to which the making of such repairs shall interfere with the business of Lessee on the premises. If such repairs cannot be made within said sixty (60) days, Lessor, at his option, may make the same within a reasonable time, this lease continuing in effect with the rent proportionately abated as aforesaid, and in the event that Lessor shall not elect to make such repairs which cannot be made within sixty (60) days, this lease may be terminated at the option of either party. In the event that the building in which the demised premises may be situated is destroyed to an extent of not less than one-third of the replacement costs thereof, Lessor may elect to terminate this lease whether the demised premises be injured or not. A total destruction of the building in which the premises may be situated shall terminate this lease

14. Lessor's Remedies on Default. If Lessee defaults in the payment of rent, or any additional rent, or defaults in the performance of any of the other covenants or conditions hereof, Lessor may give Lessee notice of such default and if Lessee does not cure any such default within _____ days, after the giving of such notice (or if such other default is of such nature that it cannot be completely cured within such period, if Lessee does not commence such curing within such _____ days and thereafter proceed with reasonable diligence and in good faith to cure such default), then Lessor may terminate this lease on not less than _____ days' notice to Lessee. On the date specified in such notice the term of this lease shall terminate, and Lessee shall then quit and surrender the premises to Lessor, but Lessee shall remain liable as hereinafter provided. If this lease shall have been so terminated by Lessor, Lessor may at any time thereafter resume possession of the premises by any lawful means and remove Lessee or other occupants and their effects. No failure to enforce any term shall be deemed a waiver.

15. Security Deposit. Lessee shall deposit with Lessor on the signing of this lease the sum of _____ Dollars (\$ _____) as security for the performance of Lessee's obligations under this lease, including without limitation the surrender of possession of the premises to Lessor as herein provided. If Lessor applies any part of the deposit to cure any default of Lessee, Lessee shall on demand deposit with Lessor the amount so applied so that Lessor shall have the full deposit on hand at all times during the term of this lease.

16. Tax Increase. In the event there is any increase during any year of the term of this lease in the City, County or State real estate taxes over and above the amount of such taxes assessed for the tax year during which the term of this lease commences, whether because of increased rate or valuation, Lessee shall pay to Lessor upon presentation of paid tax bills an amount equal to _____ % of the increase in taxes upon the land and building in which the leased premises are situated. In the event that such taxes are assessed for a tax year extending beyond the term of the lease, the obligation of Lessee shall be proportionate to the portion of the lease term included in such year.

17. Common Area Expenses. In the event the demised premises are situated in a shopping center or in a commercial building in which there are common areas, Lessee agrees to pay his pro-rata share of maintenance, taxes, and insurance for the common area.

18. Attorney's Fees. In case suit should be brought for recovery of the premises, or for any sum due hereunder, or because of any act which may arise out of the possession of the premises, by either party, the prevailing party shall be entitled to all costs incurred in connection with such action, including a reasonable attorney's fee.

19. Waiver. No failure of Lessor to enforce any term hereof shall be deemed to be a waiver.

20. Notices. Any notice which either party may or is required to give, shall be given by mailing the same, postage prepaid, to Lessee at the premises, or Lessor at the address specified above, or at such other places as may be designated by the parties from time to time.

21. Heirs, Assigns, Successors. This lease is binding upon and inures to the benefit of the heirs, assigns and successors in interest to the parties.

22. Option to Renew. Provided that Lessee is not in default in the performance of this lease, Lessee shall have the option to renew the lease for an additional term of _____ months commencing at the expiration of the initial lease term. All of the terms and conditions of the lease shall apply during the renewal term except that the monthly rent shall be the sum of \$ _____. The option shall be exercised by written notice given to Lessor not less than _____ days prior to the expiration of the initial lease term. If notice is not given in the manner provided herein within the time specified, this option shall expire.

23. Subordination. This lease is and shall be subordinated to all existing and future liens and encumbrances against the property.

24. Radon Gas Disclosure. As required by law, (Landlord) (Seller) makes the following disclosure: "Radon Gas" is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in _____. Additional information regarding radon and radon testing may be obtained from your county public health unit.

25. Entire Agreement. The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties. The following Exhibits, if any, have been made a part of this lease before the parties' execution hereof:

Signed this 1st day of APRIL, 20____ (year).

By: [Signature] Lessor By: [Signature] Lessee
CODY PAINT & BODY FRANK W. KRAUT re
BREWGAARD'S LOUNGE, LLC. (T)

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: BREWYARD'S LOUNGE LLC

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:

-----FOR RENEWALS ONLY-----
**RENEWAL OF LICENSE AND/OR PERMIT APPLICATION
 FOR LIQUOR, WINERY OR MICROBREWERY**

NOTE TO APPLICANT: To be filed with the local licensing authority. (Hearing must be 30 days prior to expiration)

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

Date Filed: 4 / 25 / 2012

	Annual Fee
Basic Fee	\$ 1000
Additional Disp Rm Fee	\$ 666.67
Total Lic Fee Collected	\$1666.67

Publishing Fee Collected \$ 30

Required Attachments Received Yes

Advertising Dates(4): 5/23, 5/30, 6/6, 6/13 2012

Hearing Date: 6/19/2012

Local Licensing Number: 368

For the license term: 8/1/2012
Month Day Year

Through: 7/31/2013
Month Day Year

A copy must be immediately forwarded to:
State of Wyoming Liquor Division
 1520 E 5th Street
 Cheyenne WY 82002-0110

Applicant: BUFFALO BILL MEMORIAL ASSOCIATION

Trade Name (dba): BUFFALO BILL HISTORICAL CENTER

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@bbhc.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.**

<p>FILING IN</p> <p><input checked="" type="checkbox"/> CITY OF CODY</p> <p>FILING AS (CHOOSE ONLY ONE)</p> <p><input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> LLC</p> <p><input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> LLP</p> <p><input checked="" type="checkbox"/> CORPORATION</p> <p><input type="checkbox"/> LTD PARTNERSHIP</p> <p><input type="checkbox"/> ASSOCIATION</p> <p><input type="checkbox"/> ORGANIZATION</p> <p><input checked="" type="checkbox"/> LOCATED WITHIN 5 MILES OF CITY (County License only)</p>	<p>TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)</p> <p><input checked="" type="checkbox"/> RETAIL LIQUOR LICENSE</p> <p><input type="checkbox"/> on-premise only</p> <p><input type="checkbox"/> off-premise only</p> <p><input checked="" type="checkbox"/> combination on/off premise</p> <p><input type="checkbox"/> RESTAURANT LIQUOR LICENSE</p> <p><input type="checkbox"/> RESORT LIQUOR LICENSE</p> <p><input type="checkbox"/> COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT</p> <p><input type="checkbox"/> VETERANS CLUB</p> <p><input type="checkbox"/> FRATERNAL CLUB</p> <p><input type="checkbox"/> GOLF CLUB</p> <p><input type="checkbox"/> SOCIAL CLUB</p> <p><input type="checkbox"/> MICROBREWERY</p> <p><input type="checkbox"/> WINERY</p> <p><input type="checkbox"/> BAR AND GRILL</p>	<p>To Assist the Liquor Division with scheduling inspections:</p> <p>DO YOU OPERATE?</p> <p><input checked="" type="checkbox"/> FULL TIME (e.g. Jan through Dec)</p> <p><input type="checkbox"/> SEASONAL/PART-TIME</p> <p>(specify months of operation)</p> <p>from _____ to _____</p> <p>DAYS OF WEEK (e.g. Mon through Sat) <u>Mon-Sun</u></p> <p>HOURS OF OPERATION (e.g. 10a - 2a) <u>10am-5pm / Varried</u></p>
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Minimum Purchase Requirement:

RETAIL: (ON PREMISE ONLY) (OFF PREMISE ONLY) (COMBINATION ON/OFF PREMISE)

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:

Have you purchased \$500 in spirits, wines and/or malt beverages during the previous license term? YES NO

W.S.12-4-103(c)

TO BE COMPLETED BY APPLICANTS {Pursuant to W.S.12-4-102(a)}

1. Location of License:

a) Give a description of the dispensing room and state where it is located in the building (ex. 10' X 12' room in SE corner of 1st floor of bldg). If the building is not in existence, provide the location and an architect's drawing or suitable plans of the room and premises to be licensed: **If Winery or Microbrewery** also list manufacturing facility. (W.S.12-4-102(a)(i):

22' X 9' ROOM IN PHOTO GALLERY OF DRAPER MUSEUM

b) Do you have an additional dispensing room? YES NO

c) 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 sell under the license:

W.S.12-4-102(a)(vii)

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?

(If yes, submit a drawing of the changes in the dispensing room.)

a) Do you anticipate any changes in the next twelve (12) months? YES NO

3. **Leases:** If the premises are not owned by licensee, attach a copy of the lease agreement which shows that the right to occupy the premises continues through the term of the license and contains an agreement that alcoholic or malt beverages may be sold upon the leased premises. Please indicate the page and paragraph of lease that shows the date of expiration. W.S.12-4-103(a)(iii)

- a) **DATE** lease expires: _____/_____/_____, located on page _____, paragraph _____ of lease document.
- b) Provision for **SALE** of alcohol or malt beverages located on page _____, paragraph _____ of lease document.

4. **Restaurant and Bar and Grill Liquor Licenses Only:**

a) Gross sales figures and percentages of income derived from:
W.S.12-4-408(b)

Gross Sales: \$ 300,000
 Food Sales: 270,000 \$ 300,000 (90) %
 Liquor Sales: 30,000 \$ 30,000 (10) %

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. **If applicant is a Microbrewery:**

- a) Did you produce over 100 barrels (3,100 gallons) but less than 15,000 barrels (465,000 gallons during the previous license term?
W.S.12-1-101(a)(xix) YES NO
- b) Do you self distribute your products? YES NO
- c) Do you distribute your own products through an existing malt beverage wholesaler? YES NO

6. **If applicant is an Individual(s) or Partnership:** State the name, date of birth and residence of the applicant and of each applicant or partner, if the application is made by more than one individual or partnership.

If the application is for a Club: State the name, date of birth and residence of each officer.

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

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

7. **If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership:** State the name, date of birth and residence of 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.

True and Correct Name	Date of Birth	DO NOT LIST PO BOXES <i>Residence Address, Street, City, State & Zip</i>	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 <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
		<u>Attachment A</u>				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

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

VERIFICATION OF APPLICATION

(Requires signatures by **ALL** Individuals, **ALL** Partners, **ONE (1)** LLC Member, **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.

Dated this 24th day of April, 2012.

THE STATE OF WYOMING }
 COUNTY OF Park } ss.

Bruce B. Eldredge
 Applicant
Bruce B. Eldredge
 Applicant

Subscribed and sworn to before me by Paul V. Cali + Bruce B. Eldredge this 24th day of April, 2012.

Witness my hand and official seal.

Diana M. Jensen
 Notary Public or Person Authorized to Administer Oath

My Commission expires: October 15, 2013



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

	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. on Board
Barron G. Collier, II Collier Group [REDACTED]	No	No	[REDACTED]	25
Mary Gooch Armour [REDACTED]	No	No	[REDACTED]	3
Gordon H. Barrows Barrows Company, Inc. [REDACTED]	No	No	[REDACTED]	12
Daniele D. Bodini American Continental Properties Group [REDACTED]	No	No	[REDACTED]	6
Wiley T. Buchanan, III Chetwood Investments, Inc. [REDACTED]	No	No	[REDACTED]	16
John R. Caldwell [REDACTED]	No	No	[REDACTED]	3
Paul V. Cali [REDACTED]	No	No	[REDACTED]	3
D.H. Carroll [REDACTED]	No	No	[REDACTED]	1
Vice President Richard B. Cheney American Enterprise Institute [REDACTED]	No	No	[REDACTED]	11
Henry H.R. Coe, Jr. [REDACTED]	No	No	[REDACTED]	32

	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. on Board
Edward P. Connors [REDACTED]	No	No	[REDACTED]	4
Steven R. Cranfill [REDACTED]	No	No	[REDACTED]	10
Mary Anne Dingus [REDACTED]	No	No	[REDACTED]	1
Joan C. Donner [REDACTED]	No	No	[REDACTED]	10
Forrest Fenn [REDACTED]	No	No	[REDACTED]	10
Mary Flitner [REDACTED]	No	No	[REDACTED]	4
L. Ronald Forman [REDACTED]	No	No	[REDACTED]	5
Charles C. Francis [REDACTED]	No	No	[REDACTED]	4
William C. Garlow [REDACTED]	No	No	[REDACTED]	28

	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	Years on Board
Ernest J. Goppert, Jr. [REDACTED]	No	No	[REDACTED]	39
Thomas P. Grainger [REDACTED]	No	No	[REDACTED]	2
C. Harris Haston [REDACTED]	No	No	[REDACTED]	2
Deborah Goppert Hofstedt [REDACTED]	No	No	[REDACTED]	3
Ray L. Hunt [REDACTED]	No	No	[REDACTED]	34
Wallace H. Johnson Lazy D W Ranch [REDACTED]	No	No	[REDACTED]	4
William L. King [REDACTED]	No	No	[REDACTED]	4
David M. Leuschen Riverstone Holdings, LLC [REDACTED]	No	No	[REDACTED]	15
Patrick R. McDonald [REDACTED]	No	No	[REDACTED]	4
Willis McDonald, IV [REDACTED]	No	No	[REDACTED]	19

	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	Years on Board
James E. Nielson Nielson & Associates, Inc. [REDACTED]	No	No	[REDACTED]	39
Nancy D. Petry [REDACTED]	No	No	[REDACTED]	19
Harold C. Ramser, Jr. Rancho San Juan [REDACTED]	No	No	[REDACTED]	3
William B. Ruger, Jr. [REDACTED]	No	No	[REDACTED]	10
Margaret W. Scarlett [REDACTED]	No	No	[REDACTED]	9
Richard J. Schwartz [REDACTED]	No	No	[REDACTED]	28
William N. Shiebler [REDACTED]	No	No	[REDACTED]	2
Alan K. Simpson [REDACTED]	No	No	[REDACTED]	44
Colin M. Simpson [REDACTED]	No	No	[REDACTED]	8
H. Leighton Steward [REDACTED]	No	No	[REDACTED]	8

	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	Years on Board
John C. Sullivan [REDACTED]	No	No	[REDACTED]	32
Michael J. Sullivan [REDACTED]	No	No	[REDACTED]	15
James G. Taggart [REDACTED]	No	No	[REDACTED]	18
Naoma J. Tate [REDACTED]	No	No	[REDACTED]	8
Harold E. Wackman [REDACTED]	No	No	[REDACTED]	1
Margo Grant Walsh [REDACTED]	No	No	[REDACTED]	19
Samuel B. Webb, Jr. [REDACTED]	No	No	[REDACTED]	4
Bruce B. Eldredge Executive Director and Chief Executive Officer Buffalo Bill Historical Center 720 Sheridan Avenue Cody, WY 82414 [REDACTED]	No	No	[REDACTED]	4.5

**-----FOR RENEWALS ONLY-----
RENEWAL OF LICENSE AND/OR PERMIT APPLICATION
FOR LIQUOR, WINERY OR MICROBREWERY**

NOTE TO APPLICANT: To be filed with the local licensing authority. (Hearing must be 30 days prior to expiration)

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

Date Filed: 4 / 23 / 2012

Basic Fee	<u>Annual Fee</u> \$ 1000
Additional Disp Rm Fee	\$ 666.67
Total Lic Fee Collected	\$1666.67

Publishing Fee Collected **\$ 30**

Required Attachments Received Yes

Advertising Dates(4): 5/23, 5/30, 6/6, 6/13 2012

Hearing Date: 6/19/2012

Local Licensing Number: 400

For the license term: 8/1/2012
Month Day Year

Through: 7/31/2013
Month Day Year

**A copy must be immediately forwarded to:
State of Wyoming Liquor Division
1520 E 5th Street
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:

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.

<p>FILING IN</p> <p><input checked="" type="checkbox"/> CITY OF CODY</p> <p>FILING AS (CHOOSE ONLY ONE)</p> <p><input checked="" type="checkbox"/> INDIVIDUAL <input type="checkbox"/> LLC</p> <p><input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> LLP</p> <p><input checked="" type="checkbox"/> CORPORATION</p> <p><input type="checkbox"/> LTD PARTNERSHIP</p> <p><input type="checkbox"/> ASSOCIATION</p> <p><input type="checkbox"/> ORGANIZATION</p> <p><input type="checkbox"/> LOCATED WITHIN 5 MILES OF CITY (County License only)</p>	<p>TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)</p> <p><input checked="" type="checkbox"/> RETAIL LIQUOR LICENSE</p> <p><input type="checkbox"/> on-premise only</p> <p><input type="checkbox"/> off-premise only</p> <p><input checked="" type="checkbox"/> combination on/off premise</p> <p><input type="checkbox"/> RESTAURANT LIQUOR LICENSE</p> <p><input type="checkbox"/> RESORT LIQUOR LICENSE</p> <p><input type="checkbox"/> COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT</p> <p><input type="checkbox"/> VETERANS CLUB</p> <p><input type="checkbox"/> FRATERNAL CLUB</p> <p><input type="checkbox"/> GOLF CLUB</p> <p><input type="checkbox"/> SOCIAL CLUB</p> <p><input type="checkbox"/> MICROBREWERY</p> <p><input type="checkbox"/> WINERY</p> <p><input type="checkbox"/> BAR AND GRILL</p>	<p>To Assist the Liquor Division with scheduling inspections:</p> <p>DO YOU OPERATE?</p> <p><input checked="" type="checkbox"/> FULL TIME (e.g. Jan through Dec)</p> <p><input type="checkbox"/> SEASONAL/PART-TIME</p> <p>(specify months of operation)</p> <p>from <u>Mon</u> to <u>Sun</u></p> <p>DAYS OF WEEK (e.g. Mon through Sat) <u>Monday - 2004</u></p> <p>HOURS OF OPERATION (e.g. 10a - 2a)</p>
--	--	--

Minimum Purchase Requirement:

RETAIL: (ON PREMISE ONLY) (OFF PREMISE ONLY) (COMBINATION ON/OFF PREMISE)

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:

Have you purchased \$500 in spirits, wines and/or malt beverages during the previous license term? YES NO

W.S.12-4-103(c)

TO BE COMPLETED BY APPLICANTS {Pursuant to W.S.12-4-102(a)}

1. Location of License:

- a) Give a description of the dispensing room and state where it is located in the building (ex. 10' X 12' room in SE corner of 1st floor of bldg). If the building is not in existence, provide the location and an architect's drawing or suitable plans of the room and premises to be licensed: **If Winery or Microbrewery** also list manufacturing facility. (W.S.12-4-102(a)(i))
- 60' X 120' ROOM ON E SIDE OF BLDG**
- b) Do you have an additional dispensing room? YES NO
- c) 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 sell under the license: (W.S.12-4-102(a)(vii))
- 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? (If yes, submit a drawing of the changes in the dispensing room.) YES NO
- a) Do you anticipate any changes in the next twelve (12) months? YES NO

3. **Leases:** If the premises are not owned by licensee, attach a copy of the lease agreement which shows that the right to occupy the premises continues through the term of the license and contains an agreement that alcoholic or malt beverages may be sold upon the leased premises. Please indicate the page and paragraph of lease that shows the date of expiration. W.S.12-4-103(a)(iii)

- a) DATE lease expires: _____/_____/_____, located on page _____, paragraph _____ of lease document.
- b) Provision for SALE of alcohol or malt beverages located on page _____, paragraph _____ of lease document.

4. **Restaurant and Bar and Grill Liquor Licenses Only:**

- a) Gross sales figures and percentages of income derived from: Gross Sales: \$ _____
 W.S.12-4-408(b) Food Sales: \$ _____ (_____%)
Liquor Sales: \$ _____ (_____%)
- b) Did you attach a copy of your valid food service permit to this application. YES NO
 W.S.12-4-407(a), W.S.12-4-413(a)

5. **If applicant is a Microbrewery:**

- a) Did you produce over 100 barrels (3,100 gallons) but less than 15,000 barrels (465,000 gallons during the previous license term? YES NO
 W.S.12-1-101(a)(xix)
- b) Do you self distribute your products? YES NO
- c) Do you distribute your own products through an existing malt beverage wholesaler? YES NO

6. **If applicant is an Individual(s) or Partnership:** State the name, date of birth and residence of the applicant and of each applicant or partner, if the application is made by more than one individual or partnership.

If the application is for a Club: State the name, date of birth and residence of each officer.

True and Correct Name	Date of Birth	DO NOT LIST PO BOXES Residence Address, 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 <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

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

7. **If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership:** State the name, date of birth and residence of 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.

True and Correct Name	Date of Birth	DO NOT LIST PO BOXES 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?
Steven R Singer				17	100	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

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

VERIFICATION OF APPLICATION

(Requires signatures by ALL Individuals, ALL Partners, ONE (1) LLC Member, 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.

Dated this 23 day of April, 2012.

Steven R Singer
Applicant

THE STATE OF WYOMING }
COUNTY OF Park } SS.

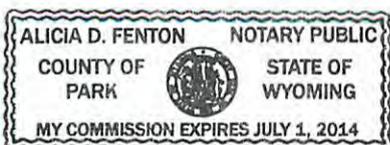
[Signature]
Applicant

Subscribed and sworn to before me by Steven R Singer this 23 day of April, 2012.

Witness my hand and official seal.

[Signature] / Alicia D. Fenton
Notary Public or Person Authorized to Administer Oath

My Commission expires: July 1, 2014



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: Steven Singer Cassio

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:

-----FOR RENEWALS ONLY-----
RENEWAL OF LICENSE AND/OR PERMIT APPLICATION
FOR LIQUOR, WINERY OR MICROBREWERY

NOTE TO APPLICANT: To be filed with the local licensing authority. (Hearing must be 30 days prior to expiration)

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

Date Filed: 5 / 1 / 2012

Basic Fee	<u>Annual Fee</u>
Additional Disp Rm Fee	<u>\$ 1000</u>
Total Lic Fee Collected	<u>\$ 1000</u>

Publishing Fee Collected \$ 30

Required Attachments Received Yes

Advertising Dates(4): 5/23, 5/30, 6/6, 6/13 2012

Hearing Date: 6/19/2012

Local Licensing Number: 388

For the license term: 8/1/2012
Month Day Year

Through: 7/31/2013
Month Day Year

A copy must be immediately forwarded to:
State of Wyoming Liquor Division
1520 E 5th Street
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:

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

CITY OF CODY

FILING AS (CHOOSE ONLY ONE)

- INDIVIDUAL LLC
 PARTNERSHIP LLP
 CORPORATION
 LTD PARTNERSHIP
 ASSOCIATION
 ORGANIZATION

LOCATED WITHIN 5 MILES OF CITY (County License only)

TYPE OF LICENSE OR PERMIT

(CHOOSE ONLY ONE)

- RETAIL LIQUOR LICENSE
 on-premise only
 off-premise only
 combination on/off premise
- RESTAURANT LIQUOR LICENSE
 RESORT LIQUOR LICENSE
 COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT
- VETERANS CLUB
 FRATERNAL CLUB
 GOLF CLUB
 SOCIAL CLUB
 MICROBREWERY
 WINERY
 BAR AND GRILL

To Assist the Liquor Division with scheduling inspections:

DO YOU OPERATE?

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)

Monday thru Sunday

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

11 a.m - 2 a.m

Minimum Purchase Requirement:

RETAIL: (ON PREMISE ONLY) (OFF PREMISE ONLY) (COMBINATION ON/OFF PREMISE)

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:

Have you purchased \$500 in spirits, wines and/or malt beverages during the previous license term? YES NO

W.S.12-4-103(c)

TO BE COMPLETED BY APPLICANTS {Pursuant to W.S.12-4-102(a)}

1. Location of License:

a) Give a description of the dispensing room and state where it is located in the building (ex. 10' X 12' room in SE corner of 1st floor of bldg). If the building is not in existence, provide the location and an architect's drawing or suitable plans of the room and premises to be licensed: **If Winery or Microbrewery** also list manufacturing facility. (W.S.12-4-102(a)(i):

60' X 40' ROOM IN NE CORNER OF BLDG

b) Do you have an additional dispensing room? YES NO

c) If yes, provide description and location:

d) Provide the legal description and the zoning of the site where the applicant will sell under the license:

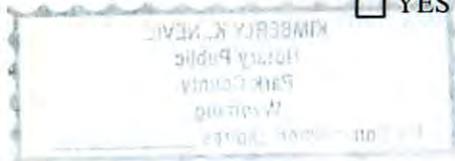
W.S.12-4-102(a)(vii)

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?

(If yes, submit a drawing of the changes in the dispensing room.) YES NO

a) Do you anticipate any changes in the next twelve (12) months? YES NO



3. **Leases:** If the premises are not owned by licensee, attach a copy of the lease agreement which shows that the right to occupy the premises continues through the term of the license and contains an agreement that alcoholic or malt beverages may be sold upon the leased premises. Please indicate the page and paragraph of lease that shows the date of expiration. W.S.12-4-103(a)(iii)

- a) DATE lease expires: _____/_____/_____, located on page _____, paragraph _____ of lease document.
- b) Provision for SALE of alcohol or malt beverages located on page _____, paragraph _____ of lease document.

4. **Restaurant and Bar and Grill Liquor Licenses Only:**

a) Gross sales figures and percentages of income derived from:
W.S.12-4-408(b)

Gross Sales: \$3,192,671.
Food Sales: \$2,466,874 (77%)
Liquor Sales: \$725,798 (23%)

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. **If applicant is a Microbrewery:**

- a) Did you produce over 100 barrels (3,100 gallons) but less than 15,000 barrels (465,000 gallons during the previous license term?
W.S.12-1-101(a)(xix) YES NO
- b) Do you self distribute your products? YES NO
- c) Do you distribute your own products through an existing malt beverage wholesaler? YES NO

6. **If applicant is an Individual(s) or Partnership:** State the name, date of birth and residence of the applicant and of each applicant or partner, if the application is made by more than one individual or partnership.

If the application is for a Club: State the name, date of birth and residence of each officer.

True and Correct Name	Date of Birth	DO NOT LIST PO BOXES Residence Address, 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 <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

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

7. **If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership:** State the name, date of birth and residence of 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.

True and Correct Name	Date of Birth	DO NOT LIST PO BOXES 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?
John C. Darby				21	50	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Michael S. Darby				21	25	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
John Scott Darby				21	25	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

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

VERIFICATION OF APPLICATION

(Requires signatures by ALL Individuals, ALL Partners, ONE (1) LLC Member, 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.

Dated this 27 day of April, 2012.

John C. Darby
Applicant

John Scott Darby
Applicant

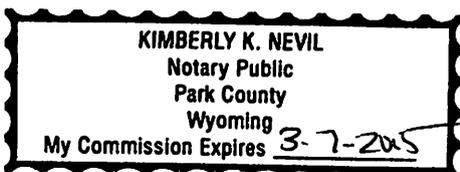
THE STATE OF WYOMING }
COUNTY OF Park } ss.

Subscribed and sworn to before me by John C. Darby and John Scott Darby this 27th day of April, 2012.

Witness my hand and official seal.

Kimberly K. Nevil
Notary Public or Person Authorized to Administer Oath

My Commission expires: 3-7-2015



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 IRINA 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:



May 1, 2012

Mayor Brown & City Council
P.O. Box 2200
Cody, WY 82414

Mayor Brown & City Council,

In light of the findings of serving requirements, The Irma Hotel has requested letters of recommendation from National Register of Historic Places through the Wyoming State Preservation Office and Historic Hotels of the Rockies to help maintain the architectural and historic nature of Buffalo Bill's Hotel. Once these letters are received we will forward copies. The intent is to "grandfather" the Irma Hotel's porch as a serving area. We understand the council's intentions with regards to following the requirements at the same time we hope with the provided information there can be an understanding between all parties as to the preservation of history.

Please feel free to contact me with any questions or the request for more information.

Sincerely,

A handwritten signature in black ink that reads 'Mike'.

Michael S Darby
Co-Owner
The Irma Hotel

April 3rd 2012

Wyoming State Historic Preservation Office
Brian Beadles
2301 Central Ave.
Cheyenne, WY 82002

Re: Letter of preservation, Irma Hotel

Dear Mr. Beadles,

The City of Cody has requested that to continue serving beer, wine and alcohol on our porch we must erect a fence surrounding the front porch of the Irma Hotel. However since this has been a practice since the end of prohibition the City will “grandfather” our serving area if we obtain a recommendation from the State Historic Preservation Office stating this would detract from the architectural and historical nature of Buffalo Bill’s hotel.

As per your request please find a picture of the porch/front area of the Irma Hotel for your file.

Thank you for your time,

Michael S. Darby

-----FOR RENEWALS ONLY-----
**RENEWAL OF LICENSE AND/OR PERMIT APPLICATION
FOR LIQUOR, WINERY OR MICROBREWERY**

NOTE TO APPLICANT: To be filed with the local licensing authority. (Hearing must be 30 days prior to expiration)

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

Date Filed: 5 / 2 / 2012

Basic Fee	<u>Annual Fee</u> \$ 1000
Additional Disp Rm Fee	\$
Total Lic Fee Collected	\$1000
Publishing Fee Collected	\$ 30

Required Attachments Received Yes

Advertising Dates(4): 5/23, 5/30, 6/6, 6/13 2012

Hearing Date: 6/19/2012

Local Licensing Number: 405

For the license term: 8/1/2012
Month Day Year

Through: 7/31/2013
Month Day Year

A copy must be immediately forwarded to:
State of Wyoming Liquor Division
1520 E 5th Street
Cheyenne WY 82002-0110

Applicant: COOTER BROWN'S LLC

Trade Name (dba): COOTER BROWN'S

Premise Address: 1134 13TH STREET
Number & Street

CODY, WY 82414 PARK
City State Zip County

Mailing Address: 1407 HILLCREST DRIVE
Number & Street or P.O. Box

CODY, WY 82414
City State Zip

Business Telephone Number: (307) 587-6261

Fax Number: KAY@wholefoodstrading.com

E-Mail Address: ortndfirefighter@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.**

<p>FILING IN</p> <p><input checked="" type="checkbox"/> CITY OF CODY</p> <p>FILING AS (CHOOSE ONLY ONE)</p> <p><input type="checkbox"/> INDIVIDUAL <input checked="" type="checkbox"/> LLC</p> <p><input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> LLP</p> <p><input type="checkbox"/> CORPORATION</p> <p><input type="checkbox"/> LTD PARTNERSHIP</p> <p><input type="checkbox"/> ASSOCIATION</p> <p><input type="checkbox"/> ORGANIZATION</p> <p><input type="checkbox"/> LOCATED WITHIN 5 MILES OF CITY (County License only)</p>	<p>TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)</p> <p><input checked="" type="checkbox"/> RETAIL LIQUOR LICENSE</p> <p><input type="checkbox"/> on-premise only</p> <p><input type="checkbox"/> off-premise only</p> <p><input checked="" type="checkbox"/> combination on/off premise</p> <p><input type="checkbox"/> RESTAURANT LIQUOR LICENSE</p> <p><input type="checkbox"/> RESORT LIQUOR LICENSE</p> <p><input type="checkbox"/> COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT</p> <p><input type="checkbox"/> VETERANS CLUB</p> <p><input type="checkbox"/> FRATERNAL CLUB</p> <p><input type="checkbox"/> GOLF CLUB</p> <p><input type="checkbox"/> SOCIAL CLUB</p> <p><input type="checkbox"/> MICROBREWERY</p> <p><input type="checkbox"/> WINERY</p> <p><input type="checkbox"/> BAR AND GRILL</p>	<p>To Assist the Liquor Division with scheduling inspections:</p> <p>DO YOU OPERATE?</p> <p><input checked="" type="checkbox"/> FULL TIME (e.g. Jan through Dec)</p> <p><input type="checkbox"/> SEASONAL/PART-TIME</p> <p>(specify months of operation)</p> <p>from _____ to _____</p> <p>DAYS OF WEEK (e.g. Mon through Sat) <u>Mon-Sat</u></p> <p>HOURS OF OPERATION (e.g. 10a - 2a) <u>8a - 8p</u></p>
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Minimum Purchase Requirement:

RETAIL: (ON PREMISE ONLY) (OFF PREMISE ONLY) (COMBINATION ON/OFF PREMISE)

Have you purchased \$2,000 in spirits, wines and/or malt beverages during the previous license term? Not operational YES NO

RESTAURANT, RESORT, CLUB, COUNTY MALT, OR BAR AND GRILL:

Have you purchased \$500 in spirits, wines and/or malt beverages during the previous license term? YES NO

W.S.12-4-103(c)

TO BE COMPLETED BY APPLICANTS {Pursuant to W.S.12-4-102(a)}

1. **Location of License:**

a) Give a description of the dispensing room and state where it is located in the building (ex. 10' X 12' room in SE corner of 1st floor of bldg). If the building is not in existence, provide the location and an architect's drawing or suitable plans of the room and premises to be licensed: **If Winery or Microbrewery** also list manufacturing facility. (W.S.12-4-102(a)(i))

398 SQ FT ROOM IN NE CORNER OF BLDG

b) Do you have an additional dispensing room? YES NO

c) If yes, provide description and location:

d) Provide the legal description and the zoning of the site where the applicant will sell under the license: (W.S.12-4-102(a)(vii))

NORTH 40' OF LOTS 17-20 & NORTH 55' OF LOTS 21 & 22, 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? (If yes, submit a drawing of the changes in the dispensing room.) YES NO *AKCody approved*

a) Do you anticipate any changes in the next twelve (12) months? YES NO

3. **Leases:** If the premises are not owned by licensee, attach a copy of the lease agreement which shows that the right to occupy the premises continues through the term of the license and contains an agreement that alcoholic or malt beverages may be sold upon the leased premises. Please indicate the page and paragraph of lease that shows the date of expiration. W.S.12-4-103(a)(iii)

- a) **DATE** lease expires: ____/____/____, located on page ____, paragraph ____ of lease document.
- b) Provision for **SALE** of alcohol or malt beverages located on page ____, paragraph ____ of lease document.

4. **Restaurant and Bar and Grill Liquor Licenses Only:**

- a) Gross sales figures and percentages of income derived from:
W.S.12-4-408(b)

Gross Sales:	\$ _____
Food Sales:	\$ _____ (____%)
Liquor 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)

<input type="checkbox"/> YES	<input type="checkbox"/> NO
------------------------------	-----------------------------

5. **If applicant is a Microbrewery:**

- a) Did you produce over 100 barrels (3,100 gallons) but less than 15,000 barrels (465,000 gallons during the previous license term?
W.S.12-1-101(a)(xix)

<input type="checkbox"/> YES	<input type="checkbox"/> NO
------------------------------	-----------------------------
- b) Do you self distribute your products?

<input type="checkbox"/> YES	<input type="checkbox"/> NO
------------------------------	-----------------------------
- c) Do you distribute your own products through an existing malt beverage wholesaler?

<input type="checkbox"/> YES	<input type="checkbox"/> NO
------------------------------	-----------------------------

6. **If applicant is an Individual(s) or Partnership:** State the name, date of birth and residence of the applicant and of each applicant or partner, if the application is made by more than one individual or partnership.

If the application is for a Club: State the name, date of birth and residence of each officer.

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

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

7. **If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership:** State the name, date of birth and residence of 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.

True and Correct Name	Date of Birth	DO NOT LIST PO BOXES <i>Residence Address, Street, City, State & Zip</i>	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?
KAY CHANDLER				1	50	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Paul Martin				1	50	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

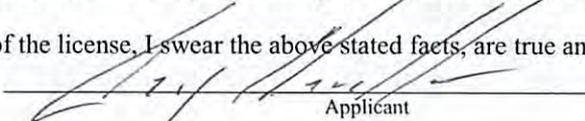
(If more information is required, complete in identical form, on a separate piece of paper and attach to this application.)

VERIFICATION OF APPLICATION

(Requires signatures by **ALL** Individuals, **ALL** Partners, **ONE (1)** LLC Member, **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.

Dated this 2nd day of May, 2012.


Applicant

THE STATE OF WYOMING }
COUNTY OF Park } ss.

Applicant

Subscribed and sworn to before me by Kay Chandler this 2nd day of May, 2012.

Witness my hand and official seal.

Sara Wead
Notary Public or Person Authorized to Administer Oath

My Commission expires: 3/18/15



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

LEASE

THIS AGREEMENT made and entered into on this 15 day of January, 2012, by and between Marquette, LLC, hereinafter called "LESSOR," and Cooter Brown's, LLC, hereinafter 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 a portion of the following described real estate:

The north 40 feet of Lots 17, 18, 19 and 20 and the north 55 feet of Lots 21 and 22, Block 10, Original Town (now City) of Cody, according to the plat recorded in Book "E" of Plats, page 58, Park County, Wyoming.

The portion of the above-described real estate to be leased to LESSEE is more particularly described as follows:

A 398 square foot area located in the northeast corner of the building as evidenced by the crosshatch area on Exhibit A, which is attached hereto and incorporated herein by this reference.

LESSEE hereby acknowledges that the remainder of the real estate is leased to Whole Foods Trading Co., Inc. pursuant to a separate Lease Agreement and acknowledges that Whole Foods Trading Co., Inc. has an option to purchase the real estate.

The above-described 398 square foot area of the real estate is hereinafter called "the LEASED PROPERTY" and LESSEE does hereby rent the same from LESSOR upon the following terms and conditions:

- 1. TERM:** The term hereof shall commence on March 1, 2012, and continue for a period of five years thereafter, terminating March 1, 2017.
- 2. RENT:** As rent for the LEASED PROPERTY, LESSEE covenants and agrees to pay to LESSOR \$2,000 per month. Rent shall be payable in advance on or before the 1st day of each calendar month commencing March 1st, 2012. Rent shall be paid to LESSOR at 302 16th Street, Cody, Wyoming, or its authorized agent or at such other places as may be designated by LESSOR from time to time. Delinquent rent shall be subject to a late charge of ten percent (10%) if over five (5) days delinquent. Delinquent rent shall bear interest thereafter at the rate of eighteen percent (18%) per year if over thirty (30) days delinquent.
- 3. USE OF THE LEASED PROPERTY:** LESSEE covenants and agrees that LESSEE will use the LEASED PROPERTY for the sale of alcoholic beverages, and for no other purpose without the prior written consent of LESSOR. LESSEE will make no unlawful use of the LEASED PROPERTY and will not keep or maintain thereon any substances or materials or conduct its business operation in a manner which may vitiate or endanger the validity of any hazard insurance on the improvements or increase the premium of such hazard insurance. LESSEE shall not engage in nor permit any activity thereon in violation for the ordinances of the

City of Cody or the laws of the State of Wyoming and shall otherwise in its occupancy of the LEASED PROPERTY comply in all respects with the governing statutes and ordinances.

4. LIABILITY INSURANCE FOR LEASED PROPERTY: From and after March 1, 2012, LESSOR covenants and agrees to secure and maintain during the term hereof, 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 \$1,000,000.00 for bodily injury or death sustained by any one person and \$1,000,000.00 for each occurrence, and property damage limits of \$1,000,000.00 combined single limit, which shall name both LESSOR and LESSEE as insureds.

5. CASUALTY INSURANCE: LESSEE shall provide any and all casualty insurance covering the contents of the LEASED PROPERTY, which it may require.

LESSOR shall secure and maintain fire and extended coverage insurance covering the LEASED PROPERTY, in an amount equal to 100% of the full replacement costs of the LEASED PROPERTY.

6. TAXES: LESSOR shall pay all real property taxes assessed against the LEASED PROPERTY. LESSEE shall pay all property taxes assessed against LESSEE'S personal property, trade fixtures and inventory.

7. UTILITIES: Whole Foods Trading Co., Inc. shall pay for all utilities used or consumed on the LEASED PROPERTY.

8. MAINTENANCE, REPAIRS AND ALTERATIONS: LESSEE shall keep its leased portion of the building in a good state of repair (except for structural defects) and shall perform all maintenance and repairs required and shall make no structural changes in the building or erect any signs outside the building without the prior written consent of LESSOR.

LESSEE shall maintain the LEASED PROPERTY in a clean and sanitary manner including all equipment and appliances therein, and shall surrender the same at termination hereof, in as good condition as received, normal wear and tear excepted. LESSEE shall be responsible for damages caused by his/her negligence and that of his/her tenants.

Unless otherwise set forth herein, LESSOR shall in no way be responsible for any expenses or costs associated in any manner with the LEASED PROPERTY incurred while this Lease Agreement is valid and binding and/or LESSEE is in possession and control of the LEASED PROPERTY.

9. DESTRUCTION OF BUILDING: If the LEASED PROPERTY is totally destroyed (or so substantially damaged as to be untenable) by storms, fire, earthquake or other casualty, this Lease shall terminate as of the date of such destruction or damage, and rental shall be accounted for between LESSOR and LESSEE on that date.

If the LEASED PROPERTY is damaged but not rendered wholly untenable and the damage can be fully repaired in ninety 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 the LESSOR fail or refuse to fully repair the building within said ninety days, LESSEE may terminate this Lease.

10. POSSESSION: If LESSOR is unable to deliver possession of the LEASED PROPERTY at the commencement hereof, LESSEE shall not be liable for any rent until possession is delivered. LESSEE may terminate this Lease Agreement if possession is not delivered within 10 days of commencement of the term hereof.

11. ASSIGNMENT AND SUBLETTING: LESSEE may not assign this Lease Agreement or sublet any portion of the LEASED PROPERTY, without the prior written consent of LESSOR.

12. ENTRY AND INSPECTION: LESSEE shall permit LESSOR or LESSOR'S agents to enter the LEASED PROPERTY at reasonable times and upon reasonable notice for the purpose of inspecting the LEASED PROPERTY or for making necessary repairs.

13. REMOVAL OF FIXTURES: With LESSOR'S approval, LESSEE may remove, prior to the expiration of this Lease Agreement, all fixtures and equipment which it has placed on the LEASED PROPERTY during the term of the Lease, provided, LESSEE shall repair all damages caused by such removal.

14. TERMINATION: If LESSEE fails to keep and perform or shall violate any of the covenants, conditions or terms of this Lease Agreement, including the payment of the monthly rental when and as due, and fails to remedy such default within five (5) days after written notice thereof of LESSOR, or if LESSEE is adjudicated bankrupt or makes an assignment for the benefit of creditors, or if a receiver shall be appointed for LESSEE or its interest hereunder, then and in any such event, LESSOR shall have the right at any time thereafter to terminate this Lease Agreement without further notice or demand and LESSOR shall thereafter be entitled to sole and immediate possession and control of all the LEASED PROPERTY and all rents, late charges and interest on delinquent rent. 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, late charges and interest on delinquent rent.

If LESSEE abandons or vacates the property while in default of payment of rent, LESSOR may consider any property left on premises to be abandoned and may dispose of the same in any manner allowed by law. In the event the LESSOR reasonably believes that such abandoned property has no value, it may be discarded.

In the event of termination of this Lease Agreement for any reason, including the expiration of the original five year term, LESSOR shall retain all payments made by LESSEE under this Lease Agreement. It is acknowledged by all parties to this Lease Agreement that LESSEE is not entitled to a refund or repayment of any funds paid to LESSOR by LESSEE for any reason.

15. ATTORNEY'S FEES: The prevailing party shall be entitled to all costs incurred, including reasonable attorney's fees, for enforcing the party's rights hereunder, including the collection of rent, late charges, interest on delinquent rent and eviction.

16. BENEFITS: This Lease Agreement and its terms and conditions shall inure to the benefit of the parties and their respective heirs, successors and assigns, limited however, by the provisions herein expressed to the contrary.

17. 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:

Marquette, LLC
302 16th Street
Cody, Wyoming 82414

and addressed to LESSEE as follows:

Cooter Brown's, LLC
1134 13th Street
Cody, Wyoming 82414

Notice by mail shall be considered delivered 24 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.

18. 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 the LEASED PROPERTY or otherwise arising by reason of any alleged negligence of LESSEE or LESSEE's agents or employees. Any damage to the LEASED PROPERTY 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.

19. MERGER OF NEGOTIATIONS: All negotiations between the parties are merged into this Lease Agreement and there are no undertakings or agreements other than the separate Agreement between LESSOR and Whole Foods Trading Co., Inc. This Lease Agreement supersedes any prior Lease Agreement LESSEE entered into with regard to the LEASED PROPERTY. This Lease Agreement may not be modified, except by an instrument in writing duly executed by the parties. LESSOR has made no warranties, express or implied, as to the LEASED PROPERTY, including any improvements thereon, and LESSEE accepts the LEASED PROPERTY "as is."

20. HOLDING OVER: LESSEE shall not hold over after expiration of the five year term of this Lease Agreement without the prior written consent of the LESSOR according to terms agreed to by LESSOR. Unless otherwise specified, any hold over shall be constructed as a month-to-month tenancy in accordance with the terms hereof, as applicable.

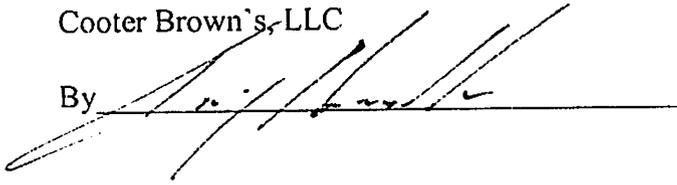
WHEN COMPLETED AND SIGNED BY BOTH PARTIES, THIS IS A LEGALLY BINDING CONTRACT. IF THIS CONTRACT IS NOT FULLY UNDERSTOOD, THE SERVICES OF A COMPETENT PROFESSIONAL SHOULD BE SOUGHT.

IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement the day and year first above written.

LESSEE

Cooter Brown's, LLC

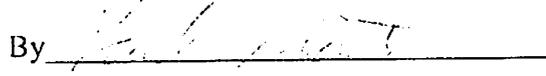
By

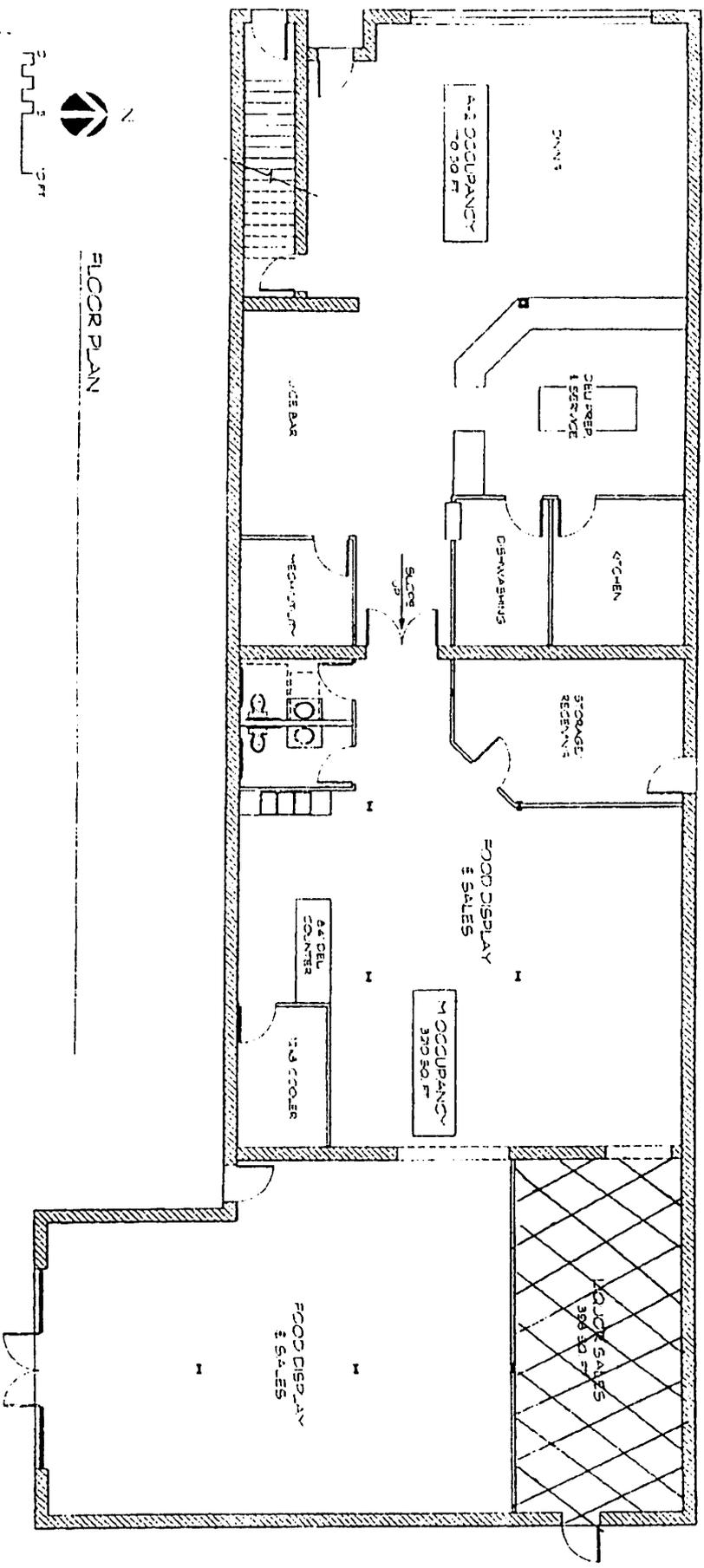
A handwritten signature in black ink, appearing to be "Cooter Brown", written over a horizontal line.

LESSOR

Marquette, LLC

By

A handwritten signature in black ink, appearing to be "Marquette", written over a horizontal line.



FLOOR PLAN

WHOLE FOODS TRADING CO.



EXHIBIT

KEITH PRYOR
ARCHITECTS
1111 ...

-----FOR RENEWALS ONLY-----

RENEWAL OF LICENSE AND/OR PERMIT APPLICATION FOR LIQUOR, WINERY OR MICROBREWERY

NOTE TO APPLICANT: To be filed with the local licensing authority. (Hearing must be 30 days prior to expiration)

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

Date Filed: 4 / 30 / 12

Basic Fee	Annual Fee
Additional Disp Rm Fee	\$ 1000
Total Lic Fee Collected	\$ 666.67
	\$1666.67

Publishing Fee Collected \$ 30

Required Attachments Received Yes

Advertising Dates(4): 5/23, 5/30, 6/6, 6/13 2012

Hearing Date: 6/19/2012

Local Licensing Number: 679

For the license term: 8/1/2012
Month Day Year

Through: 7/31/2013
Month Day Year

A copy must be immediately forwarded to:
State of Wyoming Liquor Division
1520 E 5th Street
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: er@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.**

FILING IN

CITY OF CODY

FILING AS (CHOOSE ONLY ONE)

- INDIVIDUAL
- PARTNERSHIP
- CORPORATION
- LTD PARTNERSHIP
- ASSOCIATION
- ORGANIZATION

LOCATED WITHIN 5 MILES OF CITY (County License only)

TYPE OF LICENSE OR PERMIT

(CHOOSE ONLY ONE)

- RETAIL LIQUOR LICENSE
 - on-premise only
 - off-premise only
 - combination on/off premise
- RESTAURANT LIQUOR LICENSE
- RESORT LIQUOR LICENSE
- COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT
- VETERANS CLUB
- FRATERNAL CLUB
- GOLF CLUB
- SOCIAL CLUB
- MICROBREWERY
- WINERY
- BAR AND GRILL

To Assist the Liquor Division with scheduling inspections:

DO YOU OPERATE?

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)

MON - SUN
NOON - 10 PM

Minimum Purchase Requirement:

RETAIL: (ON PREMISE ONLY) (OFF PREMISE ONLY) (COMBINATION ON/OFF PREMISE)

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: Have you purchased \$500 in spirits, wines and/or malt beverages during the previous license term? YES NO

W.S.12-4-103(c)

TO BE COMPLETED BY APPLICANTS {Pursuant to W.S.12-4-102(a)}

1. Location of License:

a) Give a description of the dispensing room and state where it is located in the building (ex. 10' X 12' room in SE corner of 1st floor of bldg). If the building is not in existence, provide the location and an architect's drawing or suitable plans of the room and premises to be licensed: **If Winery or Microbrewery** also list manufacturing facility. (W.S.12-4-102(a)(i):

23' X 28' ROOM IN NW CORNER OF BASEMENT

b) Do you have an additional dispensing room? YES NO

c) If yes, provide description and location:

5' X 10' ROOM IN CONFERENCE ROOM 14'x19' Room on Northeast Corner of building, first floor

d) Provide the legal description and the zoning of the site where the applicant will sell under the license:

W.S.12-4-102(a)(vii)

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?

(If yes, submit a drawing of the changes in the dispensing room.)

YES NO

a) Do you anticipate any changes in the next twelve (12) months?

YES NO

3. **Leases:** If the premises are not owned by licensee, attach a copy of the lease agreement which shows that the right to occupy the premises continues through the term of the license and contains an agreement that alcoholic or malt beverages may be sold upon the leased premises. Please indicate the page and paragraph of lease that shows the date of expiration. W.S.12-4-103(a)(iii)

- a) DATE lease expires: ____/____/____, located on page _____, paragraph _____ of lease document.
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4. **Restaurant and Bar and Grill Liquor Licenses Only:**

- a) Gross sales figures and percentages of income derived from: W.S.12-4-408(b)

Gross Sales:	\$ _____
Food Sales:	\$ _____ (_____ %)
Liquor 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)

<input type="checkbox"/> YES <input type="checkbox"/> NO
--

5. **If applicant is a Microbrewery:**

- a) Did you produce over 100 barrels (3,100 gallons) but less than 15,000 barrels (465,000 gallons during the previous license term? W.S.12-1-101(a)(xix)

<input type="checkbox"/> YES <input type="checkbox"/> NO
--
- b) Do you self distribute your products?

<input type="checkbox"/> YES <input type="checkbox"/> NO
--
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<input type="checkbox"/> YES <input type="checkbox"/> NO
--

6. **If applicant is an Individual(s) or Partnership:** State the name, date of birth and residence of the applicant and of each applicant or partner, if the application is made by more than one individual or partnership.

If the application is for a Club: State the name, date of birth and residence of each officer.

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

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

7. **If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership:** State the name, date of birth and residence of 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.

True and Correct Name	Date of Birth	DO NOT LIST PO BOXES <i>Residence Address, Street, City, State & Zip</i>	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 E DIEHL				6	50	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
SUSAN DIEHL				6	50	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

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

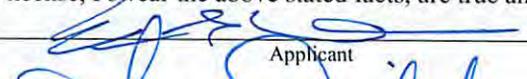
VERIFICATION OF APPLICATION

(Requires signatures by ALL Individuals, ALL Partners, ONE (1) LLC Member, 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.

Dated this 27th day of APRIL, 2012.

THE STATE OF WYOMING }
COUNTY OF PARK } SS.


 Applicant

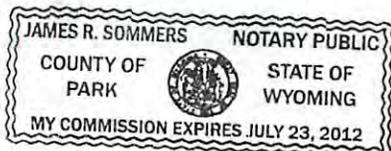
 Applicant

Subscribed and sworn to before me by EVERETT A Diehl AND SUSAN DIEHL this 27 day of APRIL, 2012.

Witness my hand and official seal.


 Notary Public or Person Authorized to Administer Oath

My Commission expires: July 23 2012



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: DIHK ENTERPRISES, INC.

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:

-----FOR RENEWALS ONLY-----

RENEWAL OF LICENSE AND/OR PERMIT APPLICATION FOR LIQUOR, WINERY OR MICROBREWERY

NOTE TO APPLICANT: To be filed with the local licensing authority. (Hearing must be 30 days prior to expiration)

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

Date Filed: 5/1/2012

Basic Fee	<u>Annual Fee</u>
Additional Disp Rm Fee	<u>\$ 1000</u>
Total Lic Fee Collected	<u>\$ 666.67</u>
	<u>\$1666.67</u>

Publishing Fee Collected \$ 30

Required Attachments Received Yes

Advertising Dates(4): 5/23, 5/30, 6/6, 6/13 2012

Hearing Date: 6/19/2012

Local Licensing Number: 263

For the license term: 8/1/2012
Month Day Year

Through: 7/31/2013
Month Day Year

A copy must be immediately forwarded to:
State of Wyoming Liquor Division
1520 E 5th Street
Cheyenne WY 82002-0110

Applicant: ECHO EELSEE 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:

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

CITY OF CODY

FILING AS (CHOOSE ONLY ONE)

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

LOCATED WITHIN 5 MILES OF CITY (County License only)

TYPE OF LICENSE OR PERMIT

(CHOOSE ONLY ONE)

- RETAIL LIQUOR LICENSE
 - on-premise only
 - off-premise only
 - combination on/off premise
- RESTAURANT LIQUOR LICENSE
- RESORT LIQUOR LICENSE
- COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT
- VETERANS CLUB
- FRATERNAL CLUB
- GOLF CLUB
- SOCIAL CLUB
- MICROBREWERY
- WINERY
- BAR AND GRILL

To Assist the Liquor Division with scheduling inspections:

DO YOU OPERATE?

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)

Sun - Sat
11a - 2a

Minimum Purchase Requirement:

RETAIL: (ON PREMISE ONLY) (OFF PREMISE ONLY) (COMBINATION ON/OFF PREMISE)

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:

Have you purchased \$500 in spirits, wines and/or malt beverages during the previous license term? YES NO
W.S.12-4-103(c)

TO BE COMPLETED BY APPLICANTS {Pursuant to W.S.12-4-102(a)}

1. Location of License:

a) Give a description of the dispensing room and state where it is located in the building (ex. 10' X 12' room in SE corner of 1st floor of bldg). If the building is not in existence, provide the location and an architect's drawing or suitable plans of the room and premises to be licensed: **If Winery or Microbrewery** also list manufacturing facility. (W.S.12-4-102(a)(i):

25' X 125' ROOM W END DOLLAR SIDE

b) Do you have an additional dispensing room? YES NO

c) If yes, provide description and location:

75' X 125' ROOM W END GARDENS SIDE

d) Provide the legal description and the zoning of the site where the applicant will sell under the license:

W.S.12-4-102(a)(vii)

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?

(If yes, submit a drawing of the changes in the dispensing room.) YES NO

a) Do you anticipate any changes in the next twelve (12) months? YES NO

3. **Leases:** If the premises are not owned by licensee, attach a copy of the lease agreement which shows that the right to occupy the premises continues through the term of the license and contains an agreement that alcoholic or malt beverages may be sold upon the leased premises. Please indicate the page and paragraph of lease that shows the date of expiration. W.S.12-4-103(a)(iii)

- a) **DATE** lease expires: 12 / 23 / 2013, located on page Exclusion paragraph _____ of lease document.
- b) Provision for **SALE** of alcohol or malt beverages located on page 2, paragraph 6 of lease document.

4. **Restaurant and Bar and Grill Liquor Licenses Only:**

- a) Gross sales figures and percentages of income derived from:
W.S.12-4-408(b)

Gross Sales:	\$ _____
Food Sales:	\$ _____ (_____ %)
Liquor 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)

<input type="checkbox"/> YES	<input type="checkbox"/> NO
------------------------------	-----------------------------

5. **If applicant is a Microbrewery:**

- a) Did you produce over 100 barrels (3,100 gallons) but less than 15,000 barrels (465,000 gallons during the previous license term?
W.S.12-1-101(a)(xix)

<input type="checkbox"/> YES	<input type="checkbox"/> NO
------------------------------	-----------------------------
- b) Do you self distribute your products?

<input type="checkbox"/> YES	<input type="checkbox"/> NO
------------------------------	-----------------------------
- c) Do you distribute your own products through an existing malt beverage wholesaler?

<input type="checkbox"/> YES	<input type="checkbox"/> NO
------------------------------	-----------------------------

6. **If applicant is an Individual(s) or Partnership:** State the name, date of birth and residence of the applicant and of each applicant or partner, if the application is made by more than one individual or partnership.

If the application is for a Club: State the name, date of birth and residence of each officer.

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

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

7. **If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership:** State the name, date of birth and residence of 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.

True and Correct Name	Date of Birth	DO NOT LIST PO BOXES <i>Residence Address, Street, City, State & Zip</i>	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?
<u>Gail M Nace</u>				<u>9</u>	<u>50%</u>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
<u>John A Nace</u>				<u>9</u>	<u>50%</u>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

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

VERIFICATION OF APPLICATION

(Requires signatures by ALL Individuals, ALL Partners, ONE (1) LLC Member, 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.

Dated this 1 day of May, 2012.

[Signature]
Applicant

THE STATE OF WYOMING
COUNTY OF park } SS.

Applicant

Subscribed and sworn to before me by Gail M. Nace this 1st day of May, 2012.

Witness my hand and official seal.

[Signature]
Notary Public or Person Authorized to Administer Oath

My Commission expires: 11-05-2013



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

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 23, 2013.

2. Commencing December 23, 2006 the rent payment shall be Thirty six hundred fifty Dollars (\$ 3650.00). Lease shall terminate for non payment thirty days after due date.

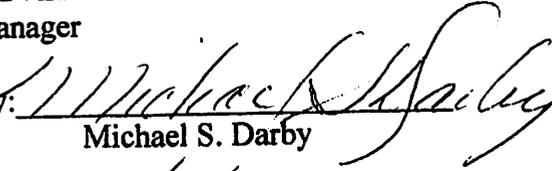
3. Lessee and lessor shall continue to have first right of refusals respectively.

4. This executed lease agreement extension shall enforce any and all provisions of original agreements dated December 23, 2003.

5. The property taxes for 2009 is partially in arrears in the amount of \$3073.19. Property taxes for 2010 (\$4392.20) and 2011 (\$4440.35) are also in arrears. Lease shall become null and void unless current within five months (10/01/12).

LESSOR:
SILVER DOLLAR BAR LLC
Manager

By:


Michael S. Darby

Date

5/1/12

LESSEE:
ECHO ELELSEE LLC

By:


Date

5-1-12

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: EchoElesce

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:

-----FOR RENEWALS ONLY-----

RENEWAL OF LICENSE AND/OR PERMIT APPLICATION FOR LIQUOR, WINERY OR MICROBREWERY

NOTE TO APPLICANT: To be filed with the local licensing authority. (Hearing must be 30 days prior to expiration)

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

Date Filed: 4 / 20 / 2012

	Annual Fee
Basic Fee	<u>\$ 1000</u>
Additional Disp Rm Fee	<u>\$</u>
Total Lic Fee Collected	<u>\$1000</u>
Publishing Fee Collected	<u>\$ 30</u>
Required Attachments Received	Yes <input checked="" type="checkbox"/>
Advertising Dates(4):	<u>5/23, 5/30, 6/6, 6/13 2012</u>
Hearing Date:	<u>6/19/2012</u>
Local Licensing Number:	<u>410</u>
For the license term:	<u>8/1/2012</u> Month Day Year
Through:	<u>7/31/2013</u> Month Day Year

A copy must be immediately forwarded to:
State of Wyoming Liquor Division
1520 E 5th Street
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.**

FILING IN

CITY OF **CODY**

FILING AS (CHOOSE ONLY ONE)

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

LOCATED WITHIN 5 MILES OF CITY (County License only)

TYPE OF LICENSE OR PERMIT

(CHOOSE ONLY ONE)

- RETAIL LIQUOR LICENSE
 - on-premise only
 - off-premise only
 - combination on/off premise
- RESTAURANT LIQUOR LICENSE
- RESORT LIQUOR LICENSE
- COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT
- VETERANS CLUB
- FRATERNAL CLUB
- GOLF CLUB
- SOCIAL CLUB
- MICROBREWERY
- WINERY
- BAR AND GRILL

To Assist the Liquor Division with scheduling inspections:

DO YOU OPERATE?

FULL TIME (e.g. Jan through Dec)

SEASONAL/PART-TIME

(specify months of operation)

from JAN to JAN

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

7 MON THRU SUN.

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

8AM 2AM

Minimum Purchase Requirement:

RETAIL: (ON PREMISE ONLY) (OFF PREMISE ONLY) (COMBINATION ON/OFF PREMISE)

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:

Have you purchased \$500 in spirits, wines and/or malt beverages during the previous license term? YES NO
 W.S.12-4-103(c)

TO BE COMPLETED BY APPLICANTS {Pursuant to W.S.12-4-102(a)}

1. Location of License:

a) Give a description of the dispensing room and state where it is located in the building (ex. 10' X 12' room in SE corner of 1st floor of bldg). If the building is not in existence, provide the location and an architect's drawing or suitable plans of the room and premises to be licensed: **If Winery or Microbrewery** also list manufacturing facility. (W.S.12-4-102(a)(i):

27' X 27' ROOM IN MIDDLE OF BLDG

b) Do you have an additional dispensing room? YES NO

c) If yes, provide description and location:

d) Provide the legal description and the zoning of the site where the applicant will sell under the license:

W.S.12-4-102(a)(vii)

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?

(If yes, submit a drawing of the changes in the dispensing room.) YES NO

a) Do you anticipate any changes in the next twelve (12) months? YES NO

3. **Leases:** If the premises are not owned by licensee, attach a copy of the lease agreement which shows that the right to occupy the premises continues through the term of the license and contains an agreement that alcoholic or malt beverages may be sold upon the leased premises. Please indicate the page and paragraph of lease that shows the date of expiration. W.S.12-4-103(a)(iii)

- a) DATE lease expires: ____/____/____, located on page _____, paragraph _____ of lease document.
- b) Provision for SALE of alcohol or malt beverages located on page _____, paragraph _____ of lease document.

4. **Restaurant and Bar and Grill Liquor Licenses Only:**

- a) Gross sales figures and percentages of income derived from: W.S.12-4-408(b)

Gross Sales:	\$ _____
Food Sales:	\$ _____ (____%)
Liquor 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)

<input type="checkbox"/> YES <input type="checkbox"/> NO
--

5. **If applicant is a Microbrewery:**

- a) Did you produce over 100 barrels (3,100 gallons) but less than 15,000 barrels (465,000 gallons during the previous license term? W.S.12-1-101(a)(xix)

<input type="checkbox"/> YES <input type="checkbox"/> NO
--
- b) Do you self distribute your products?

<input type="checkbox"/> YES <input type="checkbox"/> NO
--
- c) Do you distribute your own products through an existing malt beverage wholesaler?

<input type="checkbox"/> YES <input type="checkbox"/> NO
--

6. **If applicant is an Individual(s) or Partnership:** State the name, date of birth and residence of the applicant and of each applicant or partner, if the application is made by more than one individual or partnership.
If the application is for a Club: State the name, date of birth and residence of each officer.

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

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

7. **If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership:** State the name, date of birth and residence of 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.

True and Correct Name	Date of Birth	DO NOT LIST PO BOXES <i>Residence Address, Street, City, State & Zip</i>	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 <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

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

VERIFICATION OF APPLICATION

(Requires signatures by ALL Individuals, ALL Partners, ONE (1) LLC Member, 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.

Dated this 20th day of April, 2012.

James L. Bassett
Applicant

THE STATE OF WYOMING }
COUNTY OF Park } SS.

Applicant

Subscribed and sworn to before me by James L. Bassett this 20th day of April, 2012.

Witness my hand and official seal.

Sara Wead

Notary Public or Person Authorized to Administer Oath

My Commission expires: 3/18/15



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

-----FOR RENEWALS ONLY-----
**RENEWAL OF LICENSE AND/OR PERMIT APPLICATION
 FOR LIQUOR, WINERY OR MICROBREWERY**

NOTE TO APPLICANT: To be filed with the local licensing authority. (Hearing must be 30 days prior to expiration)

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

Date Filed: 5 / 4 / 2012

Basic Fee	<u>Annual Fee</u> \$ 1000
Additional Disp Rm Fee	\$
Total Lic Fee Collected	\$1000

Publishing Fee Collected \$ 30

Required Attachments Received Yes

Advertising Dates(4): 5/23, 5/30, 6/6, 6/13 2012

Hearing Date: 6/19/2012

Local Licensing Number: 403

For the license term: 8/1/2012
Month Day Year

Through: 7/31/2013
Month Day Year

**A copy must be immediately forwarded to:
 State of Wyoming Liquor Division
 1520 E 5th Street
 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: PO BOX 8008 880 W. Center St.
Number & Street or P.O. Box

AETON, WY 83110 North Salt Lake UT 841054
City State Zip

Business Telephone Number: (307) 885-5139 801-936-5557

Fax Number: (307) 885-3832 801-936-1406

E-Mail Address: brie.seaton@maverik.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.

<p>FILING IN</p> <p><input checked="" type="checkbox"/> CITY OF CODY</p> <p>FILING AS (CHOOSE ONLY ONE)</p> <p><input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> LLC <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> LLP <input checked="" type="checkbox"/> CORPORATION <input type="checkbox"/> LTD PARTNERSHIP <input type="checkbox"/> ASSOCIATION <input type="checkbox"/> ORGANIZATION</p> <p><input type="checkbox"/> LOCATED WITHIN 5 MILES OF CITY (County License only)</p>	<p>TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)</p> <p><input checked="" type="checkbox"/> RETAIL LIQUOR LICENSE <input type="checkbox"/> on-premise only <input checked="" type="checkbox"/> off-premise only <input type="checkbox"/> combination on/off premise</p> <p><input type="checkbox"/> RESTAURANT LIQUOR LICENSE <input type="checkbox"/> RESORT LIQUOR LICENSE <input type="checkbox"/> COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT</p> <p><input type="checkbox"/> VETERANS CLUB <input type="checkbox"/> FRATERNAL CLUB <input type="checkbox"/> GOLF CLUB <input type="checkbox"/> SOCIAL CLUB <input type="checkbox"/> MICROBREWERY <input type="checkbox"/> WINERY <input type="checkbox"/> BAR AND GRILL</p>	<p>To Assist the Liquor Division with scheduling inspections:</p> <p>DO YOU OPERATE?</p> <p><input checked="" type="checkbox"/> FULL TIME (e.g. Jan through Dec) <input type="checkbox"/> SEASONAL/PART-TIME (specify months of operation) from <u>Jan</u> to <u>Dec</u></p> <p>DAYS OF WEEK (e.g. Mon through Sat) <u>Mon through Sun</u> HOURS OF OPERATION (e.g. 10a - 2a) <u>6 Am - 2 Am</u></p>
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Minimum Purchase Requirement:

RETAIL: (ON PREMISE ONLY) (OFF PREMISE ONLY) (COMBINATION ON/OFF PREMISE)

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:
 Have you purchased \$500 in spirits, wines and/or malt beverages during the previous license term? YES NO
 W.S.12-4-103(c)

TO BE COMPLETED BY APPLICANTS {Pursuant to W.S.12-4-102(a)}

1. Location of License:

- a) Give a description of the dispensing room and state where it is located in the building (ex. 10' X 12' room in SE corner of 1st floor of bldg). If the building is not in existence, provide the location and an architect's drawing or suitable plans of the room and premises to be licensed: **If Winery or Microbrewery** also list manufacturing facility. (W.S.12-4-102(a)(i):
31' X 17' ROOM ON N END OF BLDG 515 Square Foot Room on N End of BUILDING
- b) Do you have an additional dispensing room? YES NO
- c) If yes, provide description and location:
- d) Provide the legal description and the zoning of the site where the applicant will sell under the license: (W.S.12-4-102(a)(vii)
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? (If yes, submit a drawing of the changes in the dispensing room.) YES NO
- a) Do you anticipate any changes in the next twelve (12) months? YES NO

3. **Leases:** If the premises are not owned by licensee, attach a copy of the lease agreement which shows that the right to occupy the premises continues through the term of the license and contains an agreement that alcoholic or malt beverages may be sold upon the leased premises. Please indicate the page and paragraph of lease that shows the date of expiration. W.S.12-4-103(a)(iii)

- a) DATE lease expires: _____/_____/_____, located on page _____, paragraph _____ of lease document.
- b) Provision for SALE of alcohol or malt beverages located on page _____, paragraph _____ of lease document.

4. **Restaurant and Bar and Grill Liquor Licenses Only:**

- a) Gross sales figures and percentages of income derived from: Gross Sales: \$ _____
 W.S.12-4-408(b) Food Sales: \$ _____ (_____%)
Liquor Sales: \$ _____ (_____%)
- b) Did you attach a copy of your valid food service permit to this application. YES NO
 W.S.12-4-407(a), W.S.12-4-413(a)

5. **If applicant is a Microbrewery:**

- a) Did you produce over 100 barrels (3,100 gallons) but less than 15,000 barrels (465,000 gallons during the previous license term? YES NO
 W.S.12-1-101(a)(xix)
- b) Do you self distribute your products? YES NO
- c) Do you distribute your own products through an existing malt beverage wholesaler? YES NO

6. **If applicant is an Individual(s) or Partnership:** State the name, date of birth and residence of the applicant and of each applicant or partner, if the application is made by more than one individual or partnership.

If the application is for a Club: State the name, date of birth and residence of each officer.

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

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

7. **If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership:** State the name, date of birth and residence of 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.

True and Correct Name	Date of Birth	DO NOT LIST PO BOXES <i>Residence Address, Street, City, State & Zip</i>	Residence Phone Number	<i>No of years in corp or LLC</i>	<i>% of Stock Held</i>	<i>Have you been Convicted of a Felony Violation?</i>	<i>Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?</i>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
		<i>Please See Attached</i>				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

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

VERIFICATION OF APPLICATION

(Requires signatures by ALL Individuals, ALL Partners, ONE (1) LLC Member, 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.

Dated this 30 day of April, 2012.

[Signature]
Applicant

THE STATE OF WYOMING ^{WYOMING}
 COUNTY OF Davis } SS.

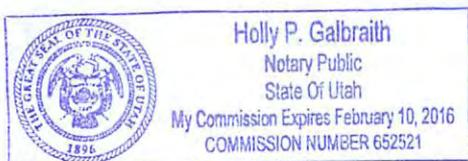
[Signature]
Applicant

Subscribed and sworn to before me by Mike Call & Spencer Hewlett this 30 day of April, 2012.

Witness my hand and official seal.

[Signature]
Notary Public or Person Authorized to Administer Oath

My Commission expires: 2/10/2016



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

Officers

Michael V. Call

Title:	President, CEO
Address:	[REDACTED]
SS#:	[REDACTED]
Stock%:	7.00%
D.O.B.:	[REDACTED]
Mobile:	[REDACTED]
Date taking Office:	12/18/1998
Citizenship:	US
Have you ever been convicted of a felony?	No
Have you ever been Convicted of a violation relating to alcoholic liquor or malt beverages?	No

Lynn A. Call

Title:	V.P. Info&Technology
Address:	[REDACTED]
SS#:	[REDACTED]
Stock%:	4.30%
D.O.B.:	[REDACTED]
Home:	[REDACTED]
Date Taking Office:	11/9/2006
Citizenship:	US
Have you ever been convicted of a felony?	No
Have you ever been Convicted of a violation relating to alcoholic liquor or malt beverages?	No

Spencer C. Hewlett

Title:	V.P. Finance
Address:	[REDACTED]
SS#:	[REDACTED]
Stock%:	2.50%
D.O.B.:	[REDACTED]
Home:	[REDACTED]
Date Taking office:	11/29/1996
Citizenship:	US
Have you ever been convicted of a felony?	No
Have you ever been Convicted of a violation relating to alcoholic liquor or malt beverages?	No

Brad F. Call

Title:	V.P. Marketing
Address:	[REDACTED]
SS#:	[REDACTED]
Stock%:	4.10%
D.O.B.:	[REDACTED]
Home:	[REDACTED]
Date Taking Office:	6/19/1999
Citizenship:	US
Have you ever been convicted of a felony?	No
Have you ever been Convicted of a violation relating to alcoholic liquor or malt beverages?	No

Roger Green

Title:	V.P. Operations
Address:	[REDACTED]
SS#:	[REDACTED]
Stock%:	1.50%
D.O.B.:	[REDACTED]
Home:	[REDACTED]
Date Taking Office:	8/11/2000
Citizenship:	US
Have you ever been convicted of a felony?	No
Have you ever been Convicted of a violation relating to alcoholic liquor or malt beverages?	No

Timothy T. Taylor

Title:	V.P. Supply Chain&Logistics
Address:	[REDACTED]
SS#:	[REDACTED]
Stock%:	0.80%
D.O.B.:	[REDACTED]
Home:	[REDACTED]
Date Taking Office:	4/20/2009
Citizenship:	US
Have you ever been convicted of a felony?	No
Have you ever been Convicted of a violation relating to alcoholic liquor or malt beverages?	No

Dan Murray

Title:	V.P. Real Estate
Address:	[REDACTED]
SS#:	[REDACTED]
Stock%:	1.40%
D.O.B.:	[REDACTED]
Home:	[REDACTED]
Date Taking Office:	11/9/2006
Citizenship:	US
Have you ever been convicted of a felony?	No
Have you ever been Convicted of a violation relating to alcoholic liquor or malt beverages?	No

John D. Hillam

Title:	V.P. Fuel Supply&Distribution
Address:	[REDACTED]
SS#:	[REDACTED]
Stock%:	0%
D.O.B.:	[REDACTED]
Home:	[REDACTED]
Date Taking Office:	4/18/2011
Citizenship:	US
Have you ever been convicted of a felony?	No
Have you ever been Convicted of a violation relating to alcoholic liquor or malt beverages?	No

Directors

Thomas K. Welch

Address:	[REDACTED]
SS#:	[REDACTED]
Stock%:	0.10%
D.O.B.	[REDACTED]
Email:	[REDACTED]
Home:	[REDACTED]
Date Taking Office:	1991
Have you ever been convicted of a felony?	No
Have you ever been Convicted of a violation relating to alcoholic liquor or malt beverages?	No

Alvin New

Address:	[REDACTED]
SS#:	[REDACTED]
Stock%:	0.20%
D.O.B.	[REDACTED]
Email:	[REDACTED]
Home:	[REDACTED]
Mobile:	[REDACTED]
Date Taking Office:	5/30/2008
Have you ever been convicted of a felony?	No
Have you ever been Convicted of a violation relating to alcoholic liquor or malt beverages?	No

Maurice Minno

Address:	[REDACTED]
SS#:	[REDACTED]
Stock%:	0.40%
D.O.B.	[REDACTED]
Email:	[REDACTED]
Home:	[REDACTED]
Date Taking Office:	2/7/2001
Have you ever been convicted of a felony?	No
Have you ever been Convicted of a violation relating to alcoholic liquor or malt beverages?	No

Doug Foxley

Address:	[REDACTED]
SS#:	[REDACTED]
Stock%:	0.50%
D.O.B.	[REDACTED]
Home:	[REDACTED]
Date Taking Office:	9/5/2008
Have you ever been convicted of a felony?	No
Have you ever been Convicted of a violation relating to alcoholic liquor or malt beverages?	No

ADVENTURE'S FIRST STOP
MAVERIKTM

880 West Center Street
North Salt Lake, UT 84054
801-936-5557

April 30, 2012

City of Cody
c/o Sara Wead
1338 Rumsey Avenue
PO Box 2200
Cody, WY 82414

Dear Sara:

Maverik, Inc. #363 located on 2321 Big Horn Avenue would like to amend the description for the dispensing room from,

31'x17' ROOM ON NORTH END OF BUILDING to:

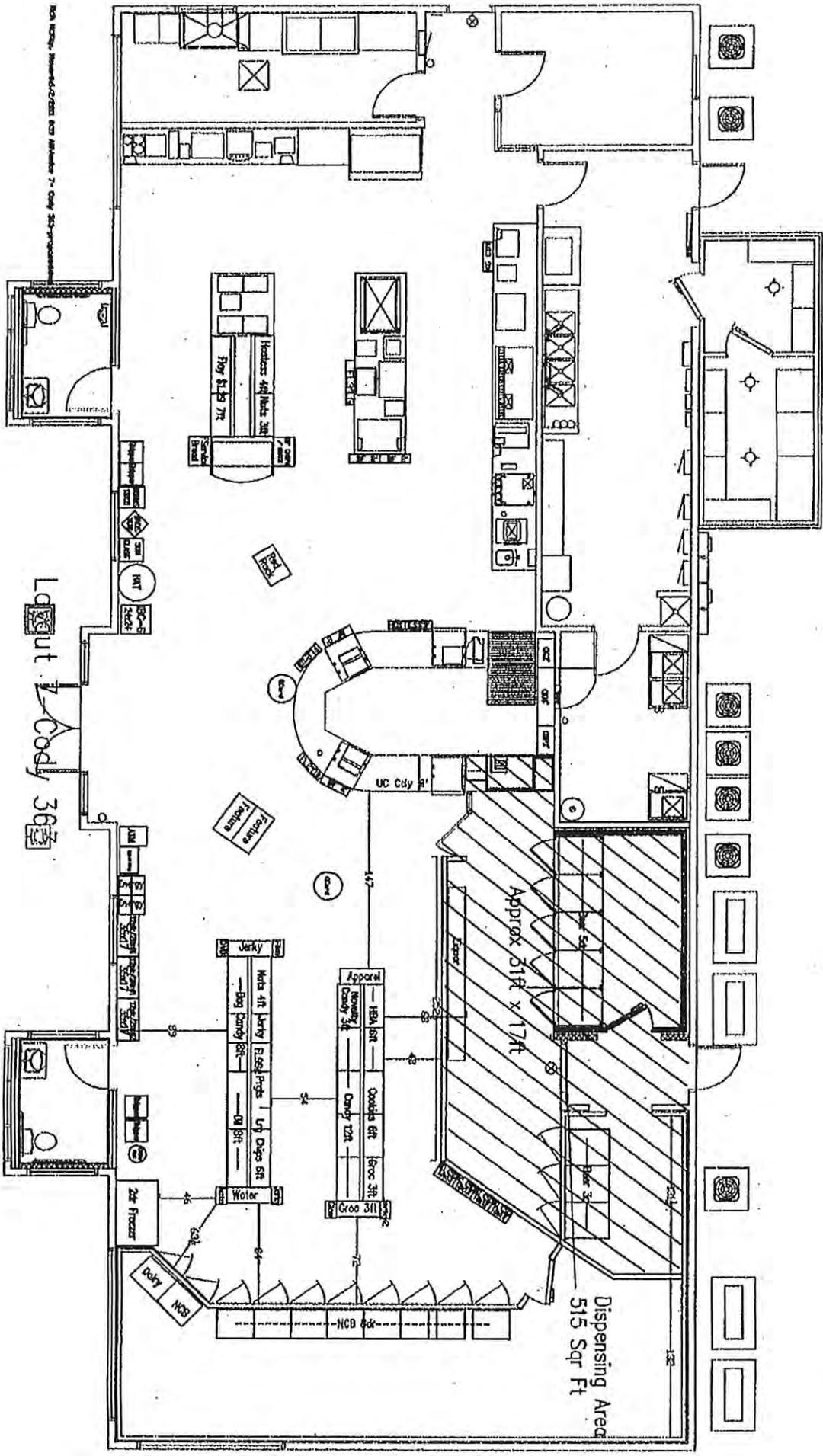
515 SQUARE FOOT ROOM ON THE NORTH END OF BUILDING

Please let me know if you have any questions or concerns.

Sincerely,



Holly P. Robb
Licensing Supervisor



Not to scale. Dimensions are approximate. 7' - 0" deep. 24" wide.

3. **Leases:** If the premises are not owned by licensee, attach a copy of the lease agreement which shows that the right to occupy the premises continues through the term of the license and contains an agreement that alcoholic or malt beverages may be sold upon the leased premises. Please indicate the page and paragraph of lease that shows the date of expiration. W.S.12-4-103(a)(iii)

- a) **DATE** lease expires: 8/31/2013, located on page _____, paragraph _____ of lease document: an addendum
- b) Provision for **SALE** of alcohol or malt beverages located on page 1, paragraph 2 of lease document.

4. **Restaurant and Bar and Grill Liquor Licenses Only:**

- a) Gross sales figures and percentages of income derived from:

Gross Sales:	\$ _____	(_____)	%	
Food Sales:	\$ _____	(_____)	%	
Liquor Sales:	\$ _____	(_____)	%	
- b) Did you attach a copy of your valid food service permit to this application. YES NO
W.S.12-4-407(a), W.S.12-4-413(a)

5. **If applicant is a Microbrewery:**

- a) Did you produce over 100 barrels (3,100 gallons) but less than 15,000 barrels (465,000 gallons) during the previous license term? W.S.12-1-101(a)(xix) YES NO
- b) Do you self distribute your products? YES NO
- c) Do you distribute your own products through an existing malt beverage wholesaler? YES NO

6. **If applicant is an Individual(s) or Partnership:** State the name, date of birth and residence of the applicant and of each applicant or partner, if the application is made by more than one individual or partnership.

If the application is for a Club: State the name, date of birth and residence of each officer.

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

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

7. **If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership:** State the name, date of birth and residence of 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.

True and Correct Name	Date of Birth	DO NOT LIST PO BOXES <i>Residence Address, Street, City, State & Zip</i>	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 <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

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

VERIFICATION OF APPLICATION

(Requires signatures by **ALL** Individuals, **ALL** Partners, **ONE (1)** LLC Member, **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.

Dated this 24th day of April, 2012. Michele Prevost
Applicant

THE STATE OF WYOMING }
COUNTY OF Park } SS. _____
Applicant

Subscribed and sworn to before me by Michele Prevost this 24th day of April, 2012.

Witness my hand and official seal. _____
Notary Public or Person Authorized to Administer Oath

My Commission expires: October 12th 2014



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

Rental Agreement

Name of all Tenants: Michele Prevost

Mailing address: 104 Bear Creek Road, Cody, WY 82414 Phone: 587-4472

Amount of Rent: \$725 per month + cost of garbage removal (Tenant Pays Other Utilities)

Amount of security deposit: \$400

Description of premises rented: Office/Retail Building at 30 Pearson Ave Cody WY 82414

2010 lease renewal is approved. Tenants agree to remain in said unit for a minimum of 12 months beginning April 20, 2010 or deposit is forfeited, and balance of unused months rent is due and payable. After 12 months, tenant has four separate, consecutive, 12-month lease renewal options with a 5% rent increase for each 12-month renewal. If the tenant does not renew the lease during a renewal period, the remaining rental renewal options become null and void. The tenant cannot transfer the renewal options to another party without Owner's permission. After all renewal options are exhausted, both Owner and Tenant are authorized to end the agreement with thirty (30) days notice.

Owner authorizes and agrees that Tenant may conduct in the premise a business engaged in the on-site sale and consumption of alcoholic beverages. Tenant may not serve alcohol on site to more than 10 (ten) persons during any single consecutive five-hour period. Tenant may serve alcohol on site to persons only during the hours between 10 a.m. and 9 p.m.

If the Owner sells this property during the term of the lease and new Owner demands the use of rented premises as a condition of the purchase, Tenant will engage in good-faith discussions to consider moving to another location on the property that works for all parties.

Rent is due for the month in advance and utility payments due Owner are due at same time as rent. Rent and utilities shall be considered past due if not paid by the 1st of the month. If rent and utilities have not been received by 5 pm on the 5th of the month, Tenant will pay a \$25 late charge and is subject to eviction. An additional \$3 per day late charge will be applied to payments received after 5 pm on the 5th of the month in addition to the \$25 late fee. All future rent and utility payments will be applied to late fees first, past due utilities second, past due rents third, current utilities fourth and current rent fifth.

If Tenant's rent check bounces for any reason, Tenant will be assessed a \$25 late charge. All future rent payments from that point forward must then be made with certified US funds (certified check from bank or a money order).

No person(s) shall occupy this building as a resident. You are not allowed to sub-let or assign any part of this building to others not in this agreement. Owner reserves the right to terminate this agreement if this rule is violated.

If the Owner has to use the services of the sheriff, an attorney or the courts to collect back rent, utility payments, damage assessments, cleaning bills, or force eviction, the Tenant must pay all reasonable fees, including attorney's fees incurred during the performance of those collections or eviction.

Insurance: Neither Owner or management shall be responsible or liable for loss, injury, or damage to personal property or person of Tenants or their guests or visitors, caused directly or

indirectly by acts of God, fire, theft, burglary, malicious acts, riots, civil commotion, the elements, or by the neglect of other Tenants or owners of contiguous properties. Tenants understand and agree to carry sufficient liability and other types of insurance to cover all losses.

Abandonment: If Tenants leave premises unoccupied for ten (10) consecutive days while rent is due and unpaid, without notifying Owner in writing, this shall be deemed an abandonment of premises and Tenants hereby authorize Owner to take possession of premises and property. Tenants agree that Owner may, without liability, enter premises and property, take possession, dispose, sell or store at Tenants expense, any of Tenants property and apply proceeds to obligations to Owner, and re-rent premises, without being liable for any prosecution thereof.

Regulations

YOU WILL NOT:

Violate any federal, state or county laws, ordinances or rental regulations. Any occurrence of illegal activity will result in immediate eviction.

Leave personal belongings, litter or unused junk on grounds, walks or driveways.

Change lock on your unit door without Owner's approval and Owner receiving a new key.

Paint, remodel or alter the building or grounds in any way without the prior permission of the Owner.

Interfere with another person's peaceful enjoyment of the grounds, dwellings and common areas within the Pearson Avenue rental complex.

Park in any way that will inconvenience your neighbors.

Leave a pet unattended on the premises.

Have a parked vehicle that is inoperative.

YOU WILL:

Be considerate of your neighbors, especially after 10 pm. No excessively loud noise or stereos at any time.

Place your garbage in the dumpster provided. Any large amounts of garbage that do not fit in the dumpster or take up more-than-fair-share of the community dumpster is the disposal responsibility of the Tenant.

Take good care of the building and permit us to enter the building during reasonable hours after prior notice to (a) inspect for and make necessary repairs and (b) show the unit to future Tenants.

Report or repair any maintenance/repair needs in your building as soon as discovered.

Tenant signature Michael Kent Date 4/22/10

Owner/Manager [Signature] Date 4/20/10

Rental Agreement Addendum

Tenant: Michele Prevost

Mailing Address: 104 Bear Creek Road Cody, WY 82414

Landlord: Greg Pendley

Premises Rented: Office/Retail building at 30 Pearson Avenue, Cody, WY 82114

March 1, 2012

Amount of rent: \$725 per month + cost of garbage removal (tenant pays other utilities)

Amount of security deposit: \$400.00

2012 lease renewal is approved. Tenant agrees to stay in said unit for a minimum of 12 months beginning April 1, 2012 or deposit is forfeited. An extension has been added for an additional five months. Lease period is now April 1, 2012 through August 31, 2013. All conditions outlined in the main Rental Agreement apply. after the 17 months, tenant has three separate consecutive, lease renewal options with a 5% increase for each 17 month renewal which can be applied at 12 months by the landlord Greg Pendley.

Both parties agree to this extension of lease and the additional of the Rental Agreement Addendum to the main Rental Agreement document.

Tenant

Signature *Michele Prevost* **date** 3/9/12

Owner

Signature *Greg Pendley* **date** 3/9/12

3. **Leases:** If the premises are not owned by licensee, attach a copy of the lease agreement which shows that the right to occupy the premises continues through the term of the license and contains an agreement that alcoholic or malt beverages may be sold upon the leased premises. Please indicate the page and paragraph of lease that shows the date of expiration. W.S.12-4-103(a)(iii)

- a) DATE lease expires: _____/_____/_____, located on page _____, paragraph _____ of lease document.
- b) Provision for SALE of alcohol or malt beverages located on page _____, paragraph _____ of lease document.

4. **Restaurant and Bar and Grill Liquor Licenses Only:**

a) Gross sales figures and percentages of income derived from:
W.S.12-4-408(b)

Gross Sales: \$318,300.00
 Food Sales: \$193,655 (61%)
 Liquor Sales: \$124,645 (39%)
 YES NO

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)

5. **If applicant is a Microbrewery:**

- a) Did you produce over 100 barrels (3,100 gallons) but less than 15,000 barrels (465,000 gallons during the previous license term?
W.S.12-1-101(a)(xix) YES NO
- b) Do you self distribute your products? YES NO
- c) Do you distribute your own products through an existing malt beverage wholesaler? YES NO

6. **If applicant is an Individual(s) or Partnership:** State the name, date of birth and residence of the applicant and of each applicant or partner, if the application is made by more than one individual or partnership.

If the application is for a Club: State the name, date of birth and residence of each officer.

True and Correct Name	Date of Birth	DO NOT LIST PO BOXES Residence Address, 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 <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

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

7. **If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership:** State the name, date of birth and residence of 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.

True and Correct Name	Date of Birth	DO NOT LIST PO BOXES 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?
JOHN PARSONS				8	*	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
JOHN D. BALLING				20	*	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
TOM FLACK				6	*	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
MICHAEL KENNEY				15	*	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>

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

VERIFICATION OF APPLICATION *Each member holds 10% share in corp.

(Requires signatures by ALL Individuals, ALL Partners, ONE (1) LLC Member, 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.

Dated this 27th day of April, 2012.

John D. Balling
Applicant

THE STATE OF WYOMING }
COUNTY OF Park } SS.

John D. Balling
Applicant

Subscribed and sworn to before me by John D Balling, John Parsons this 27th day of April, 2012.

Witness my hand and official seal.

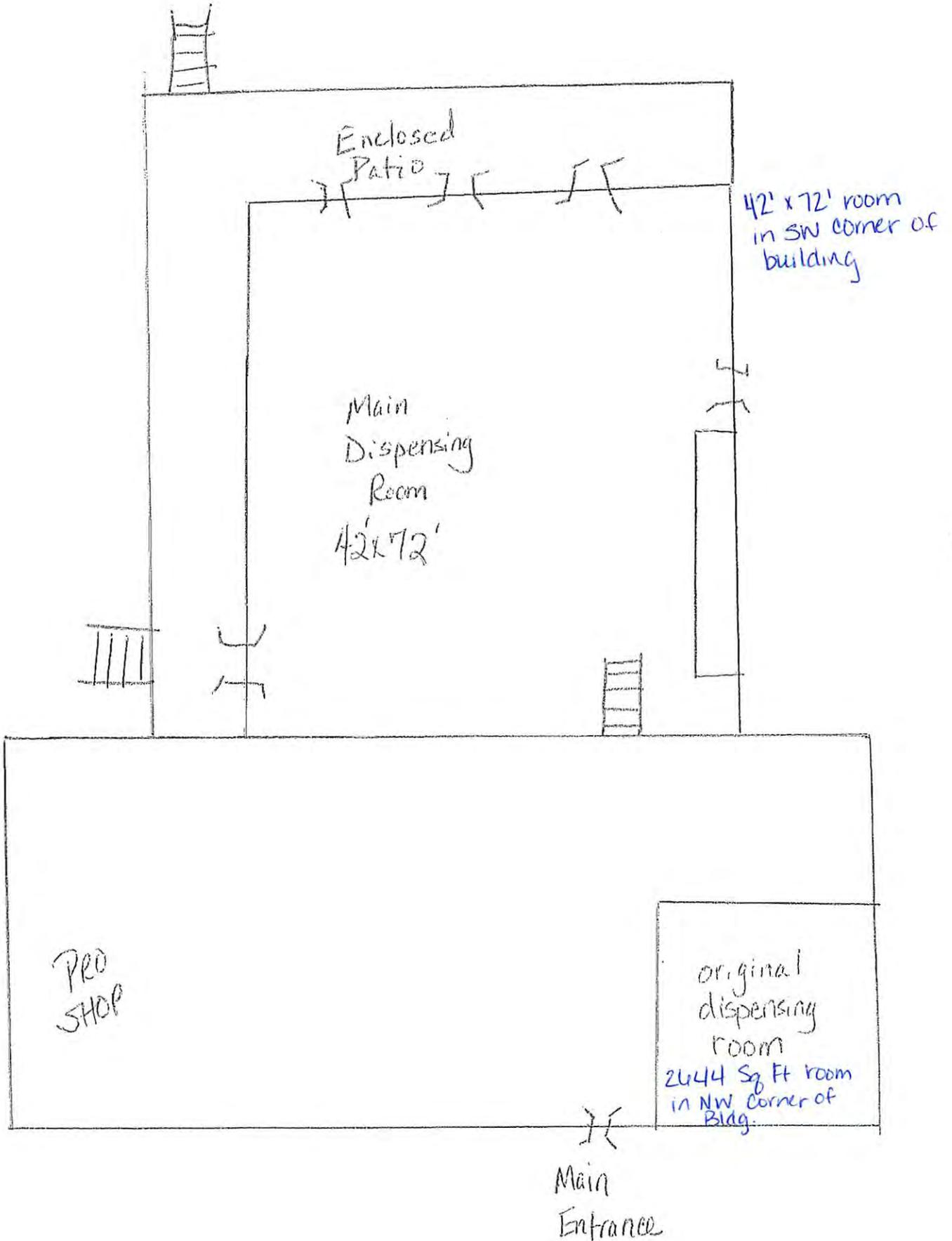
Shelley C Verhey
Notary Public or Person Authorized to Administer Oath

My Commission expires: 11/04/12



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

S



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: Olive Glean Golf Course + Country Club

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:

-----FOR RENEWALS ONLY-----

RENEWAL OF LICENSE AND/OR PERMIT APPLICATION FOR LIQUOR, WINERY OR MICROBREWERY

NOTE TO APPLICANT: To be filed with the local licensing authority. (Hearing must be 30 days prior to expiration)

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

Date Filed: 4 / 24 / 2012

Basic Fee	<u>Annual Fee</u>
Additional Disp Rm Fee	<u>\$ 1000</u>
Total Lic Fee Collected	<u>\$ 666.67</u>
	<u>\$1666.67</u>

Publishing Fee Collected \$ 30

Required Attachments Received Yes

Advertising Dates(4): 5/23, 5/30, 6/6, 6/13 2012

Hearing Date: 6/19/2012

Local Licensing Number: 313

For the license term: 8/1/2012
Month Day Year

Through: 7/31/2013
Month Day Year

A copy must be immediately forwarded to:
State of Wyoming Liquor Division
1520 E 5th Street
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: oleary-t@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.**

<p>FILING IN</p> <p><input checked="" type="checkbox"/> CITY OF CODY</p> <p>FILING AS (CHOOSE ONLY ONE)</p> <p><input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> LLC</p> <p><input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> LLP</p> <p><input checked="" type="checkbox"/> CORPORATION</p> <p><input type="checkbox"/> LTD PARTNERSHIP</p> <p><input type="checkbox"/> ASSOCIATION</p> <p><input type="checkbox"/> ORGANIZATION</p> <p><input type="checkbox"/> LOCATED WITHIN 5 MILES OF CITY (County License only)</p>	<p>TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)</p> <p><input checked="" type="checkbox"/> RETAIL LIQUOR LICENSE</p> <p><input type="checkbox"/> on-premise only</p> <p><input type="checkbox"/> off-premise only</p> <p><input checked="" type="checkbox"/> combination on/off premise</p> <p><input type="checkbox"/> RESTAURANT LIQUOR LICENSE</p> <p><input type="checkbox"/> RESORT LIQUOR LICENSE</p> <p><input type="checkbox"/> COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT</p> <p><input type="checkbox"/> VETERANS CLUB</p> <p><input type="checkbox"/> FRATERNAL CLUB</p> <p><input type="checkbox"/> GOLF CLUB</p> <p><input type="checkbox"/> SOCIAL CLUB</p> <p><input type="checkbox"/> MICROBREWERY</p> <p><input type="checkbox"/> WINERY</p> <p><input type="checkbox"/> BAR AND GRILL</p>	<p>To Assist the Liquor Division with scheduling inspections:</p> <p>DO YOU OPERATE?</p> <p><input checked="" type="checkbox"/> FULL TIME (e.g. Jan through Dec)</p> <p><input type="checkbox"/> SEASONAL/PART-TIME</p> <p>(specify months of operation)</p> <p>from <u>JANUARY</u> to <u>DECEMBER</u></p> <p>DAYS OF WEEK (e.g. Mon through Sat) <u>SUNDAY thru SATURDAY</u></p> <p>HOURS OF OPERATION (e.g. 10a - 2a) <u>10:00 am - 2am</u></p>
---	--	--

Minimum Purchase Requirement:

RETAIL: (ON PREMISE ONLY) (OFF PREMISE ONLY) (COMBINATION ON/OFF PREMISE)

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:

Have you purchased \$500 in spirits, wines and/or malt beverages during the previous license term? YES NO

W.S.12-4-103(c)

TO BE COMPLETED BY APPLICANTS {Pursuant to W.S.12-4-102(a)}

1. Location of License:

a) Give a description of the dispensing room and state where it is located in the building (ex. 10' X 12' room in SE corner of 1st floor of bldg). If the building is not in existence, provide the location and an architect's drawing or suitable plans of the room and premises to be licensed: **If Winery or Microbrewery** also list manufacturing facility. (W.S.12-4-102(a)(i):

30' X 40' ROOM ON S SIDE OF BLDG

b) Do you have an additional dispensing room? YES NO

c) 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 sell under the license:
W.S.12-4-102(a)(vii)
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? (If yes, submit a drawing of the changes in the dispensing room.)

a) Do you anticipate any changes in the next twelve (12) months? YES NO



3. **Leases:** If the premises are not owned by licensee, attach a copy of the lease agreement which shows that the right to occupy the premises continues through the term of the license and contains an agreement that alcoholic or malt beverages may be sold upon the leased premises. Please indicate the page and paragraph of lease that shows the date of expiration. W.S.12-4-103(a)(iii)
- a) **DATE** lease expires: ____/____/____, located on page _____, paragraph _____ of lease document.
- b) Provision for **SALE** of alcohol or malt beverages located on page _____, paragraph _____ of lease document.

4. **Restaurant and Bar and Grill Liquor Licenses Only:**

- a) Gross sales figures and percentages of income derived from: W.S.12-4-408(b)
- Gross Sales: \$ _____
 Food Sales: \$ _____ (____%)
 Liquor 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. **If applicant is a Microbrewery:**

- a) Did you produce over 100 barrels (3,100 gallons) but less than 15,000 barrels (465,000 gallons during the previous license term? W.S.12-1-101(a)(xix) YES NO
- b) Do you self distribute your products? YES NO
- c) Do you distribute your own products through an existing malt beverage wholesaler? YES NO

6. **If applicant is an Individual(s) or Partnership:** State the name, date of birth and residence of the applicant and of each applicant or partner, if the application is made by more than one individual or partnership.

If the application is for a Club: State the name, date of birth and residence of each officer.

True and Correct Name	Date of Birth	DO NOT LIST PO BOXES Residence Address, 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 <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

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

7. **If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership:** State the name, date of birth and residence of 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.

True and Correct Name	Date of Birth	DO NOT LIST PO BOXES 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?
Frederick Q Blair				35+	55%	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Judith A. Blair				25+	2%	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Blair Daughter's	Trust				17%	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Deseret Trust Co.					12%	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>

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

VERIFICATION OF APPLICATION

(Requires signatures by ALL Individuals, ALL Partners, ONE (1) LLC Member, 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.

Dated this 19 day of April, 2012.

[Signature]
Applicant

THE STATE OF WYOMING
COUNTY OF Park

} ss. [Signature]
Applicant

Subscribed and sworn to before me by Judith A Blair this 19 day of April, 2012

Witness my hand and official seal. [Signature]
Notary Public or Person Authorized to Administer Oath

My Commission expires: Jan 3 2015



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

Holiday Inn
1701 Sheridan Avenue
Cody, WY 82414
t: 307.587.5555
f: 307.527.7757
1.800.HOLIDAY
blairhotels.com



April 19, 2012

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 86% of capital stock. The remaining 14% 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.



Tim R. O'Leary, CFO
Quin Blair Enterprises, Inc.
PO Box 30
Cody, WY 82414

-----FOR RENEWALS ONLY-----
**RENEWAL OF LICENSE AND/OR PERMIT APPLICATION
 FOR LIQUOR, WINERY OR MICROBREWERY**

NOTE TO APPLICANT: To be filed with the local licensing authority. (Hearing must be 30 days prior to expiration)

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

Date Filed: 4 / 19 / 2012

Basic Fee Annual Fee
 \$ 1000

Additional Disp Rm Fee \$
 Total Lic Fee Collected \$1000

Publishing Fee Collected \$ 30

Required Attachments Received Yes

Advertising Dates(4): 5/23, 5/30, 6/6, 6/13 2012

Hearing Date: 6/19/2012

Local Licensing Number: 407

For the license term: 8/1/2012
 Month Day Year

Through: 7/31/2013
 Month Day Year

A copy must be immediately forwarded to:
State of Wyoming Liquor Division
 1520 E 5th Street
 Cheyenne WY 82002-0110

Applicant: RED EAGLE OIL INC

Trade Name (dba): WEST STRIP DISCOUNT LIQUORS

Premise Address: 221 YELLOWSTONE AVENUE
Number & Street

CODY, WY 82414 PARK
City State Zip County

Mailing Address: PO BOX 2468
Number & Street or P.O. Box

CODY, WY 82414
City State Zip

Business Telephone Number: (307) 527-7575

Fax Number: (307) 587-8039

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.**

FILING IN

CITY OF CODY

FILING AS (CHOOSE ONLY ONE)

- INDIVIDUAL LLC
 PARTNERSHIP LLP
 CORPORATION
 LTD PARTNERSHIP
 ASSOCIATION
 ORGANIZATION

LOCATED WITHIN 5 MILES OF CITY (County License only)

TYPE OF LICENSE OR PERMIT

(CHOOSE ONLY ONE)

- RETAIL LIQUOR LICENSE
 on-premise only
 off-premise only
 combination on/off premise
- RESTAURANT LIQUOR LICENSE
 RESORT LIQUOR LICENSE
 COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT
- VETERANS CLUB
 FRATERNAL CLUB
 GOLF CLUB
 SOCIAL CLUB
 MICROBREWERY
 WINERY
 BAR AND GRILL

To Assist the Liquor Division with scheduling inspections:

DO YOU OPERATE?

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)

8 am - 12 am

Minimum Purchase Requirement:

RETAIL: (ON PREMISE ONLY) (OFF PREMISE ONLY) (COMBINATION ON/OFF PREMISE)

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:

Have you purchased \$500 in spirits, wines and/or malt beverages during the previous license term? YES NO

TO BE COMPLETED BY APPLICANTS {Pursuant to W.S.12-4-102(a)}

1. Location of License:

a) Give a description of the dispensing room and state where it is located in the building (ex. 10' X 12' room in SE corner of 1st floor of bldg). If the building is not in existence, provide the location and an architect's drawing or suitable plans of the room and premises to be licensed: **If Winery or Microbrewery** also list manufacturing facility. (W.S.12-4-102(a)(i):

30' X30' ROOM ON EAST SIDE OF BLDG

b) Do you have an additional dispensing room? YES NO

c) If yes, provide description and location:

d) Provide the legal description and the zoning of the site where the applicant will sell under the license:

W.S.12-4-102(a)(vii)

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?

(If yes, submit a drawing of the changes in the dispensing room.)

YES NO

a) Do you anticipate any changes in the next twelve (12) months?

YES NO

3. **Leases:** If the premises are not owned by licensee, attach a copy of the lease agreement which shows that the right to occupy the premises continues through the term of the license and contains an agreement that alcoholic or malt beverages may be sold upon the leased premises. Please indicate the page and paragraph of lease that shows the date of expiration. W.S.12-4-103(a)(iii)

- a) **DATE** lease expires: ____/____/____, located on page ____, paragraph ____ of lease document.
- b) Provision for **SALE** of alcohol or malt beverages located on page ____, paragraph ____ of lease document.

4. **Restaurant and Bar and Grill Liquor Licenses Only:**

- a) Gross sales figures and percentages of income derived from: W.S.12-4-408(b)

Gross Sales:	\$ _____
Food Sales:	\$ _____ (____%)
Liquor 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)

<input type="checkbox"/> YES <input type="checkbox"/> NO
--

5. **If applicant is a Microbrewery:**

- a) Did you produce over 100 barrels (3,100 gallons) but less than 15,000 barrels (465,000 gallons during the previous license term? W.S.12-1-101(a)(xix)

<input type="checkbox"/> YES <input type="checkbox"/> NO
--
- b) Do you self distribute your products?

<input type="checkbox"/> YES <input type="checkbox"/> NO
--
- c) Do you distribute your own products through an existing malt beverage wholesaler?

<input type="checkbox"/> YES <input type="checkbox"/> NO
--

6. **If applicant is an Individual(s) or Partnership:** State the name, date of birth and residence of the applicant and of each applicant or partner, if the application is made by more than one individual or partnership.
If the application is for a Club: State the name, date of birth and residence of each officer.

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

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

7. **If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership:** State the name, date of birth and residence of 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.

True and Correct Name	Date of Birth	DO NOT LIST PO BOXES <i>Residence Address, Street, City, State & Zip</i>	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?
Dale Hinze				20	12.5	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
Judy Hinze				20	12.5	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Bryan Hinze				20	25	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Scott Hinze				20	25	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>

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

VERIFICATION OF APPLICATION

(Requires signatures by ALL Individuals, ALL Partners, ONE (1) LLC Member, 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.

Dated this 19th day of April, 2012.

[Signature]
Applicant

THE STATE OF WYOMING }
 COUNTY OF Park } SS.

[Signature]
Applicant

Subscribed and sworn to before me by Brad Hinze & Bryan Hinze this 19th day of April, 2012.

Witness my hand and official seal.

[Signature]
Notary Public or Person Authorized to Administer Oath

My Commission expires: March 15, 2014



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

3. **Leases:** If the premises are not owned by licensee, attach a copy of the lease agreement which shows that the right to occupy the premises continues through the term of the license and contains an agreement that alcoholic or malt beverages may be sold upon the leased premises. Please indicate the page and paragraph of lease that shows the date of expiration. W.S.12-4-103(a)(iii)

- a) DATE lease expires: ____/____/____, located on page _____, paragraph _____ of lease document.
- b) Provision for SALE of alcohol or malt beverages located on page _____, paragraph _____ of lease document.

4. **Restaurant and Bar and Grill Liquor Licenses Only:**

- a) Gross sales figures and percentages of income derived from: Gross Sales: \$ _____
 W.S.12-4-408(b) Food Sales: \$ _____ (____%)
Liquor Sales: \$ _____ (____%)
- b) Did you attach a copy of your valid food service permit to this application. YES NO
 W.S.12-4-407(a), W.S.12-4-413(a)

5. **If applicant is a Microbrewery:**

- a) Did you produce over 100 barrels (3,100 gallons) but less than 15,000 barrels (465,000 gallons during the previous license term? W.S.12-1-101(a)(xix) YES NO
- b) Do you self distribute your products? YES NO
- c) Do you distribute your own products through an existing malt beverage wholesaler? YES NO

6. **If applicant is an Individual(s) or Partnership:** State the name, date of birth and residence of the applicant and of each applicant or partner, if the application is made by more than one individual or partnership.
If the application is for a Club: State the name, date of birth and residence of each officer.

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

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

7. **If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership:** State the name, date of birth and residence of 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.

True and Correct Name	Date of Birth	DO NOT LIST PO BOXES <i>Residence Address, Street, City, State & Zip</i>	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?
Brad Hanze				20	25	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

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

VERIFICATION OF APPLICATION

(Requires signatures by ALL Individuals, ALL Partners, ONE (1) LLC Member, 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.

Dated this _____ day of _____, _____.

Applicant

THE STATE OF WYOMING
 COUNTY OF _____

} SS.

Applicant

Subscribed and sworn to before me by _____ this _____ day of _____, _____.

Witness my hand and official seal.

Notary Public or Person Authorized to Administer Oath

My Commission expires: _____

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

3. **Leases:** If the premises are not owned by licensee, attach a copy of the lease agreement which shows that the right to occupy the premises continues through the term of the license and contains an agreement that alcoholic or malt beverages may be sold upon the leased premises. Please indicate the page and paragraph of lease that shows the date of expiration. W.S.12-4-103(a)(iii)

- a) **DATE** lease expires: ____/____/____, located on page _____, paragraph _____ of lease document.
- b) Provision for **SALE** of alcohol or malt beverages located on page _____, paragraph _____ of lease document.

4. **Restaurant and Bar and Grill Liquor Licenses Only:**

- a) Gross sales figures and percentages of income derived from: Gross Sales: \$ _____
 W.S.12-4-408(b) Food Sales: \$ _____ (____%)
Liquor Sales: \$ _____ (____%)

YES NO
- 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)

5. **If applicant is a Microbrewery:**

- a) Did you produce over 100 barrels (3,100 gallons) but less than 15,000 barrels (465,000 gallons during the previous license term?
 W.S.12-1-101(a)(xix) YES NO
- b) Do you self distribute your products? YES NO
- c) Do you distribute your own products through an existing malt beverage wholesaler? YES NO

6. **If applicant is an Individual(s) or Partnership:** State the name, date of birth and residence of the applicant and of each applicant or partner, if the application is made by more than one individual or partnership.

If the application is for a Club: State the name, date of birth and residence of each officer.

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

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

7. **If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership:** State the name, date of birth and residence of 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.

True and Correct Name	Date of Birth	DO NOT LIST PO BOXES <i>Residence Address, Street, City, State & Zip</i>	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?
<i>Lynn McLampe</i>				10	100%	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

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

VERIFICATION OF APPLICATION

(Requires signatures by **ALL** Individuals, **ALL** Partners, **ONE (1)** LLC Member, **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.

Dated this 30 day of April, 2012.

[Signature]
Applicant

THE STATE OF WYOMING }
 COUNTY OF Park } SS.

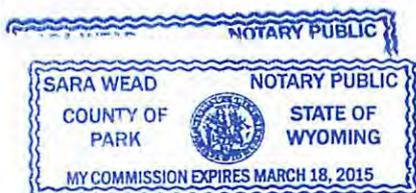
Applicant

Subscribed and sworn to before me by Lynn McLampe this 30th day of April, 2012.

Witness my hand and official seal.

[Signature]
Notary Public or Person Authorized to Administer Oath

My Commission expires: 3/18/15



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

-----FOR RENEWALS ONLY-----

RENEWAL OF LICENSE AND/OR PERMIT APPLICATION FOR LIQUOR, WINERY OR MICROBREWERY

NOTE TO APPLICANT: To be filed with the local licensing authority. (Hearing must be 30 days prior to expiration)

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

Date Filed: 5 17 1 12

Basic Fee	Annual Fee
Additional Disp Rm Fee	\$ 1000
Total Lic Fee Collected	\$ 1000

Publishing Fee Collected \$ 30

Required Attachments Received Yes

Advertising Dates(4): 5/23, 5/30, 6/6, 6/13 2012

Hearing Date: 6/19/2012

Local Licensing Number: 652

For the license term: 8/1/2012
Month Day Year

Through: 7/31/2013
Month Day Year

A copy must be immediately forwarded to:
State of Wyoming Liquor Division
1520 E 5th Street
Cheyenne WY 82002-0110

Applicant: SOARING PEAK ENTERPRISES

Trade Name (dba): SOARING PEAK LIQUOR & SALOON

Premise Address: 544 YELLOWSTONE AVENUE
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) 527-6461

Fax Number:

E-Mail Address: 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.**

<p>FILING IN</p> <p><input checked="" type="checkbox"/> CITY OF CODY</p> <p>FILING AS (CHOOSE ONLY ONE)</p> <p><input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> LLC</p> <p><input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> LLP</p> <p><input checked="" type="checkbox"/> CORPORATION</p> <p><input type="checkbox"/> LTD PARTNERSHIP</p> <p><input type="checkbox"/> ASSOCIATION</p> <p><input type="checkbox"/> ORGANIZATION</p> <p><input type="checkbox"/> LOCATED WITHIN 5 MILES OF CITY (County License only)</p>	<p>TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)</p> <p><input checked="" type="checkbox"/> RETAIL LIQUOR LICENSE</p> <p><input type="checkbox"/> on-premise only</p> <p><input type="checkbox"/> off-premise only</p> <p><input checked="" type="checkbox"/> combination on/off premise</p> <p><input type="checkbox"/> RESTAURANT LIQUOR LICENSE</p> <p><input type="checkbox"/> RESORT LIQUOR LICENSE</p> <p><input type="checkbox"/> COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT</p> <p><input type="checkbox"/> VETERANS CLUB</p> <p><input type="checkbox"/> FRATERNAL CLUB</p> <p><input type="checkbox"/> GOLF CLUB</p> <p><input type="checkbox"/> SOCIAL CLUB</p> <p><input type="checkbox"/> MICROBREWERY</p> <p><input type="checkbox"/> WINERY</p> <p><input type="checkbox"/> BAR AND GRILL</p>	<p>To Assist the Liquor Division with scheduling inspections:</p> <p>DO YOU OPERATE?</p> <p><input checked="" type="checkbox"/> FULL TIME (e.g. Jan through Dec)</p> <p><input type="checkbox"/> SEASONAL/PART-TIME</p> <p>(specify months of operation)</p> <p>from <u>JAN</u> to <u>DEC</u></p> <p>DAYS OF WEEK (e.g. Mon through Sat)</p> <p><u>SUN → MON</u></p> <p>HOURS OF OPERATION (e.g. 10a - 2a)</p> <p><u>9:00am - 11:00pm</u></p>
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Minimum Purchase Requirement:

RETAIL: (ON PREMISE ONLY) (OFF PREMISE ONLY) (COMBINATION ON/OFF PREMISE)

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:

Have you purchased \$500 in spirits, wines and/or malt beverages during the previous license term? YES NO

W.S.12-4-103(c)

TO BE COMPLETED BY APPLICANTS {Pursuant to W.S.12-4-102(a)}

1. Location of License:

a) Give a description of the dispensing room and state where it is located in the building (ex. 10' X 12' room in SE corner of 1st floor of bldg). If the building is not in existence, provide the location and an architect's drawing or suitable plans of the room and premises to be licensed: **If Winery or Microbrewery also list manufacturing facility.** (W.S.12-4-102(a)(i):

47' X 40' ROOM ON SOUTH END OF BLDG

b) Do you have an additional dispensing room? YES NO

c) If yes, provide description and location:

d) Provide the legal description and the zoning of the site where the applicant will sell under the license: (W.S.12-4-102(a)(vii)

NW1/4, NW1/4, SEC 1, T52N, R102W

2. Have there been any changes in the physical location of the dispensing room since the last application was filed? (If yes, submit a drawing of the changes in the dispensing room.) YES NO

a) Do you anticipate any changes in the next twelve (12) months? YES NO

3. **Leases:** If the premises are not owned by licensee, attach a copy of the lease agreement which shows that the right to occupy the premises continues through the term of the license and contains an agreement that alcoholic or malt beverages may be sold upon the leased premises. Please indicate the page and paragraph of lease that shows the date of expiration. W.S.12-4-103(a)(iii)

- a) **DATE** lease expires: _____/_____/_____, located on page _____, paragraph _____ of lease document.
- b) Provision for **SALE** of alcohol or malt beverages located on page _____, paragraph _____ of lease document.

4. **Restaurant and Bar and Grill Liquor Licenses Only:**

- a) Gross sales figures and percentages of income derived from: W.S.12-4-408(b)

Gross Sales:	\$ _____
Food Sales:	\$ _____ (_____%)
Liquor 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)

<input type="checkbox"/> YES	<input type="checkbox"/> NO
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5. **If applicant is a Microbrewery:**

- a) Did you produce over 100 barrels (3,100 gallons) but less than 15,000 barrels (465,000 gallons during the previous license term? W.S.12-1-101(a)(xix)

<input type="checkbox"/> YES	<input type="checkbox"/> NO
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- b) Do you self distribute your products?

<input type="checkbox"/> YES	<input type="checkbox"/> NO
------------------------------	-----------------------------
- c) Do you distribute your own products through an existing malt beverage wholesaler?

<input type="checkbox"/> YES	<input type="checkbox"/> NO
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6. **If applicant is an Individual(s) or Partnership:** State the name, date of birth and residence of the applicant and of each applicant or partner, if the application is made by more than one individual or partnership.

If the application is for a Club: State the name, date of birth and residence of each officer.

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

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

7. **If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership:** State the name, date of birth and residence of 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.

True and Correct Name	Date of Birth	DO NOT LIST PO BOXES <i>Residence Address, Street, City, State & Zip</i>	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?
VAUGHAN PLACE				75	50	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
BRENNER PLACE				75	50	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

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

VERIFICATION OF APPLICATION

(Requires signatures by **ALL** Individuals, **ALL** Partners, **ONE (1)** LLC Member, **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.

Dated this 31st day of May, 2012.

Vaughan Place
Applicant

THE STATE OF WYOMING }
COUNTY OF Beck } SS.

Brenner Place
Applicant

Subscribed and sworn to before me by Brenner & Vaughan Place this 30th day of May, 2012.

Witness my hand and official seal.

Notary Public or Person Authorized to Administer Oath

My Commission expires: October 12th 2014



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

-----FOR RENEWALS ONLY-----

RENEWAL OF LICENSE AND/OR PERMIT APPLICATION FOR LIQUOR, WINERY OR MICROBREWERY

NOTE TO APPLICANT: To be filed with the local licensing authority. (Hearing must be 30 days prior to expiration)

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

Date Filed: 4 / 24 / 2012

Basic Fee	<u>Annual Fee</u>
Additional Disp Rm Fee	<u>\$ 1000</u>
Total Lic Fee Collected	<u>\$ 1000</u>
Publishing Fee Collected	<u>\$ 30</u>

Required Attachments Received Yes

Advertising Dates(4): 5/23, 5/30, 6/6, 6/13 2012

Hearing Date: 6/19/2012

Local Licensing Number: 408

For the license term: 8/1/2012
Month Day Year

Through: 7/31/2013
Month Day Year

A copy must be immediately forwarded to:
State of Wyoming Liquor Division
1520 E 5th Street
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.**

<p>FILING IN</p> <p><input checked="" type="checkbox"/> CITY OF CODY</p> <p>FILING AS (CHOOSE ONLY ONE)</p> <p><input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> LLC</p> <p><input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> LLP</p> <p><input checked="" type="checkbox"/> CORPORATION</p> <p><input type="checkbox"/> LTD PARTNERSHIP</p> <p><input type="checkbox"/> ASSOCIATION</p> <p><input type="checkbox"/> ORGANIZATION</p> <p><input type="checkbox"/> LOCATED WITHIN 5 MILES OF CITY (County License only)</p>	<p>TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)</p> <p><input checked="" type="checkbox"/> RETAIL LIQUOR LICENSE</p> <p style="margin-left: 20px;"><input type="checkbox"/> on-premise only</p> <p style="margin-left: 20px;"><input type="checkbox"/> off-premise only</p> <p style="margin-left: 20px;"><input checked="" type="checkbox"/> combination on/off premise</p> <p><input type="checkbox"/> RESTAURANT LIQUOR LICENSE</p> <p><input type="checkbox"/> RESORT LIQUOR LICENSE</p> <p><input type="checkbox"/> COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT</p> <p><input type="checkbox"/> VETERANS CLUB</p> <p><input type="checkbox"/> FRATERNAL CLUB</p> <p><input type="checkbox"/> GOLF CLUB</p> <p><input type="checkbox"/> SOCIAL CLUB</p> <p><input type="checkbox"/> MICROBREWERY</p> <p><input type="checkbox"/> WINERY</p> <p><input type="checkbox"/> BAR AND GRILL</p>	<p>To Assist the Liquor Division with scheduling inspections:</p> <p>DO YOU OPERATE?</p> <p><input checked="" type="checkbox"/> FULL TIME (e.g. Jan through Dec)</p> <p><input type="checkbox"/> SEASONAL/PART-TIME</p> <p>(specify months of operation)</p> <p>from _____ to _____</p> <p>DAYS OF WEEK (e.g. Mon through Sat) <u>MON - SUNDAY</u></p> <p>HOURS OF OPERATION (e.g. 10a - 2a) <u>8am-10pm Fri; 8am-12pm</u></p>
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Minimum Purchase Requirement:

RETAIL: (ON PREMISE ONLY) (OFF PREMISE ONLY) (COMBINATION ON/OFF PREMISE)

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:

Have you purchased \$500 in spirits, wines and/or malt beverages during the previous license term? YES NO

W.S.12-4-103(c)

TO BE COMPLETED BY APPLICANTS {Pursuant to W.S.12-4-102(a)}

1. Location of License:

a) Give a description of the dispensing room and state where it is located in the building (ex. 10' X 12' room in SE corner of 1st floor of bldg). If the building is not in existence, provide the location and an architect's drawing or suitable plans of the room and premises to be licensed: **If Winery or Microbrewery** also list manufacturing facility. (W.S.12-4-102(a)(i):

43' X 60' ROOM ON E SIDE OF BLDG

b) Do you have an additional dispensing room? YES NO

c) If yes, provide description and location:

d) Provide the legal description and the zoning of the site where the applicant will sell under the license:

W.S.12-4-102(a)(vii)

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?

(If yes, submit a drawing of the changes in the dispensing room.)

a) Do you anticipate any changes in the next twelve (12) months? YES NO



3. **Leases:** If the premises are not owned by licensee, attach a copy of the lease agreement which shows that the right to occupy the premises continues through the term of the license and contains an agreement that alcoholic or malt beverages may be sold upon the leased premises. Please indicate the page and paragraph of lease that shows the date of expiration. W.S.12-4-103(a)(iii)

- a) DATE lease expires: ____/____/____, located on page ____, paragraph ____ of lease document.
- b) Provision for SALE of alcohol or malt beverages located on page ____, paragraph ____ of lease document.

4. **Restaurant and Bar and Grill Liquor Licenses Only:**

- a) Gross sales figures and percentages of income derived from: W.S.12-4-408(b)

Gross Sales:	\$ _____
Food Sales:	\$ _____ (____%)
Liquor 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)

<input type="checkbox"/> YES <input type="checkbox"/> NO
--

5. **If applicant is a Microbrewery:**

- a) Did you produce over 100 barrels (3,100 gallons) but less than 15,000 barrels (465,000 gallons during the previous license term? W.S.12-1-101(a)(xix)

<input type="checkbox"/> YES <input type="checkbox"/> NO
--
- b) Do you self distribute your products?

<input type="checkbox"/> YES <input type="checkbox"/> NO
--
- c) Do you distribute your own products through an existing malt beverage wholesaler?

<input type="checkbox"/> YES <input type="checkbox"/> NO
--

6. **If applicant is an Individual(s) or Partnership:** State the name, date of birth and residence of the applicant and of each applicant or partner, if the application is made by more than one individual or partnership.

If the application is for a Club: State the name, date of birth and residence of each officer.

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

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

7. **If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership:** State the name, date of birth and residence of 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.

True and Correct Name	Date of Birth	DO NOT LIST PO BOXES <i>Residence Address, Street, City, State & Zip</i>	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?
Brawdon James McArthur				12	50	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
Kelly Michelle McArthur				6	50	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

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

VERIFICATION OF APPLICATION

(Requires signatures by ALL Individuals, ALL Partners, ONE (1) LLC Member, 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.

Dated this 20 day of April, 2012

Brawdon James McArthur
Applicant

THE STATE OF WYOMING }
COUNTY OF Campbell } ss.

Kelly Michelle McArthur
Applicant

Subscribed and sworn to before me by 2 April this 20 day of 2012.

Witness my hand and official seal.

Jessica J West
Notary Public or Person Authorized to Administer Oath

My Commission expires: January 21, 2015



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

3. **Leases:** If the premises are not owned by licensee, attach a copy of the lease agreement which shows that the right to occupy the premises continues through the term of the license and contains an agreement that alcoholic or malt beverages may be sold upon the leased premises. Please indicate the page and paragraph of lease that shows the date of expiration. W.S.12-4-103(a)(iii)

- a) DATE lease expires: ____/____/____, located on page ____, paragraph ____ of lease document.
- b) Provision for SALE of alcohol or malt beverages located on page ____, paragraph ____ of lease document.

4. **Restaurant and Bar and Grill Liquor Licenses Only:**

- a) Gross sales figures and percentages of income derived from: Gross Sales: \$ _____
 W.S.12-4-408(b) Food Sales: \$ _____ (____%)
Liquor Sales: \$ _____ (____%)
- b) Did you attach a copy of your valid food service permit to this application. YES NO
 W.S.12-4-407(a), W.S.12-4-413(a)

5. **If applicant is a Microbrewery:**

- a) Did you produce over 100 barrels (3,100 gallons) but less than 15,000 barrels (465,000 gallons during the previous license term)?
 W.S.12-1-101(a)(xix) YES NO
- b) Do you self distribute your products? YES NO
- c) Do you distribute your own products through an existing malt beverage wholesaler? YES NO

6. **If applicant is an Individual(s) or Partnership:** State the name, date of birth and residence of the applicant and of each applicant or partner, if the application is made by more than one individual or partnership.

If the application is for a Club: State the name, date of birth and residence of each officer.

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

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

7. **If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership:** State the name, date of birth and residence of 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.

True and Correct Name	Date of Birth	DO NOT LIST PO BOXES <i>Residence Address, Street, City, State & Zip</i>	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				5	100%	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Julie F. Kenney				5		YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Lindsay J. Garlow				5		YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Barty G. Cady				3		YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>

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

VERIFICATION OF APPLICATION

(Requires signatures by ALL Individuals, ALL Partners, ONE (1) LLC Member, 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.

Dated this 5th day of May, 2012.

THE STATE OF WYOMING
 COUNTY OF PARK } SS.

 Applicant

 Applicant

Subscribed and sworn to before me by William C Garlow this 1st day of May, 2012.

Witness my hand and official seal. _____
 Notary Public or Person Authorized to Administer Oath

My Commission Expires May 31, 2014

 Notary Public
 Park County
 Wyoming
 My Commission Expires 5-31-14

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: EIGHTH STREET

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:

-----FOR RENEWALS ONLY-----

RENEWAL OF LICENSE AND/OR PERMIT APPLICATION FOR LIQUOR, WINERY OR MICROBREWERY

NOTE TO APPLICANT: To be filed with the local licensing authority. (Hearing must be 30 days prior to expiration)

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

Date Filed: 5 / 2 / 2012

Basic Fee	<u>Annual Fee</u>
Additional Disp Rm Fee	<u>\$ 1000</u>
Total Lic Fee Collected	<u>\$</u>
	<u>\$1000</u>

Publishing Fee Collected \$ 30

Required Attachments Received Yes

Advertising Dates(4): 5/23, 5/30, 6/6, 6/13 2012

Hearing Date: 6/19/2012

Local Licensing Number: 409

For the license term: 8/1/2012
Month Day Year

Through: 7/31/2013
Month Day Year

A copy must be immediately forwarded to:
State of Wyoming Liquor Division
1520 E 5th Street
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.**

<p>FILING IN</p> <p><input checked="" type="checkbox"/> CITY OF CODY</p> <p>FILING AS (CHOOSE ONLY ONE)</p> <p><input type="checkbox"/> INDIVIDUAL <input checked="" type="checkbox"/> LLC</p> <p><input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> LLP</p> <p><input type="checkbox"/> CORPORATION</p> <p><input type="checkbox"/> LTD PARTNERSHIP</p> <p><input type="checkbox"/> ASSOCIATION</p> <p><input type="checkbox"/> ORGANIZATION</p> <p><input type="checkbox"/> LOCATED WITHIN 5 MILES OF CITY (County License only)</p>	<p>TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)</p> <p><input checked="" type="checkbox"/> RETAIL LIQUOR LICENSE</p> <p><input type="checkbox"/> on-premise only</p> <p><input type="checkbox"/> off-premise only</p> <p><input checked="" type="checkbox"/> combination on/off premise</p> <p><input type="checkbox"/> RESTAURANT LIQUOR LICENSE</p> <p><input type="checkbox"/> RESORT LIQUOR LICENSE</p> <p><input type="checkbox"/> COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT</p> <p><input type="checkbox"/> VETERANS CLUB</p> <p><input type="checkbox"/> FRATERNAL CLUB</p> <p><input type="checkbox"/> GOLF CLUB</p> <p><input type="checkbox"/> SOCIAL CLUB</p> <p><input type="checkbox"/> MICROBREWERY</p> <p><input type="checkbox"/> WINERY</p> <p><input type="checkbox"/> BAR AND GRILL</p>	<p>To Assist the Liquor Division with scheduling inspections:</p> <p>DO YOU OPERATE?</p> <p><input checked="" type="checkbox"/> FULL TIME (e.g. Jan through Dec)</p> <p><input type="checkbox"/> SEASONAL/PART-TIME (specify months of operation)</p> <p>from _____ to _____</p> <p>DAYS OF WEEK (e.g. Mon through Sat) <u>Sun-Mon</u></p> <p>HOURS OF OPERATION (e.g. 10a - 2a) <u>Sam-1am</u></p>
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Minimum Purchase Requirement:

RETAIL: (ON PREMISE ONLY) (OFF PREMISE ONLY) (COMBINATION ON/OFF PREMISE)

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:

Have you purchased \$500 in spirits, wines and/or malt beverages during the previous license term? YES NO

W.S.12-4-103(c)

TO BE COMPLETED BY APPLICANTS {Pursuant to W.S.12-4-102(a)}

- Location of License:
 - Give a description of the dispensing room and state where it is located in the building (ex. 10' X 12' room in SE corner of 1st floor of bldg). If the building is not in existence, provide the location and an architect's drawing or suitable plans of the room and premises to be licensed: **If Winery or Microbrewery** also list manufacturing facility. (W.S.12-4-102(a)(i))
20' X 60' ROOM ON EAST SIDE OF BUILDING
 - Do you have an additional dispensing room? YES NO
 - If yes, provide description and location:
 - Provide the legal description and the zoning of the site where the applicant will sell under the license: (W.S.12-4-102(a)(vii))
SOUTH 275' OF THE EAST 200' OF LOT 3, CLAYCOMB SUBDIVISION
- Have there been any changes in the physical location of the dispensing room since the last application was filed? (If yes, submit a drawing of the changes in the dispensing room.) YES NO
 - Do you anticipate any changes in the next twelve (12) months? YES NO

3. **Leases:** If the premises are not owned by licensee, attach a copy of the lease agreement which shows that the right to occupy the premises continues through the term of the license and contains an agreement that alcoholic or malt beverages may be sold upon the leased premises. Please indicate the page and paragraph of lease that shows the date of expiration. W.S.12-4-103(a)(iii)

- a) **DATE** lease expires: _____ / _____ / _____, located on page _____, paragraph _____ of lease document.
- b) Provision for **SALE** of alcohol or malt beverages located on page _____, paragraph _____ of lease document.

4. **Restaurant and Bar and Grill Liquor Licenses Only:**

- a) Gross sales figures and percentages of income derived from: Gross Sales: \$ _____
 W.S.12-4-408(b) Food Sales: \$ _____ (_____ %)
Liquor Sales: \$ _____ (_____ %)
- b) Did you attach a copy of your valid food service permit to this application. YES NO
 W.S.12-4-407(a), W.S.12-4-413(a)

5. **If applicant is a Microbrewery:**

- a) Did you produce over 100 barrels (3,100 gallons) but less than 15,000 barrels (465,000 gallons during the previous license term? W.S.12-1-101(a)(xix) YES NO
- b) Do you self distribute your products? YES NO
- c) Do you distribute your own products through an existing malt beverage wholesaler? YES NO

6. **If applicant is an Individual(s) or Partnership:** State the name, date of birth and residence of the applicant and of each applicant or partner, if the application is made by more than one individual or partnership.

If the application is for a Club: State the name, date of birth and residence of each officer.

True and Correct Name	Date of Birth	DO NOT LIST PO BOXES Residence Address, 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?
Ronald Kuhl Morgan				YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

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

7. **If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership:** State the name, date of birth and residence of 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.

True and Correct Name	Date of Birth	DO NOT LIST PO BOXES 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?
Ronald Kuhl Morgan				5	51%	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
DENNIE L Morgan				5	49%	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

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

VERIFICATION OF APPLICATION

(Requires signatures by ALL Individuals, ALL Partners, ONE (1) LLC Member, 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.

Dated this 2 day of MAY, 2012.

R. K. Morgan
Applicant

THE STATE OF WYOMING }
COUNTY OF Park } ss.

Applicant

Subscribed and sworn to before me by R. K. Morgan this 2nd day of May, 2012.

Witness my hand and official seal.

Sara Wead

Notary Public or Person Authorized to Administer Oath

My Commission expires: 3/18/15



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

-----FOR RENEWALS ONLY-----

RENEWAL OF LICENSE AND/OR PERMIT APPLICATION FOR LIQUOR, WINERY OR MICROBREWERY

NOTE TO APPLICANT: To be filed with the local licensing authority. (Hearing must be 30 days prior to expiration)

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

Date Filed: 5 / 10 / 12

Basic Fee	<u>Annual Fee</u>
Additional Disp Rm Fee	<u>\$ 1000</u>
Total Lic Fee Collected	<u>\$</u>
	<u>\$1000</u>

Publishing Fee Collected \$ 30

Required Attachments Received Yes

Advertising Dates(4): 5/23, 5/30, 6/6, 6/13 2012

Hearing Date: 6/19/2012

Local Licensing Number: 376

For the license term: 8/1/2012
Month Day Year

Through: 7/31/2013
Month Day Year

A copy must be immediately forwarded to:
State of Wyoming Liquor Division
1520 E 5th Street
Cheyenne WY 82002-0110

Applicant: THE PROUD CUT SALOON INC

Trade Name (dba): THE PROUD CUT

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:

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.**

<p>FILING IN</p> <p><input checked="" type="checkbox"/> CITY OF CODY</p> <p>FILING AS (CHOOSE ONLY ONE)</p> <p><input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> LLC</p> <p><input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> LLP</p> <p><input checked="" type="checkbox"/> CORPORATION</p> <p><input type="checkbox"/> LTD PARTNERSHIP</p> <p><input type="checkbox"/> ASSOCIATION</p> <p><input type="checkbox"/> ORGANIZATION</p> <p><input type="checkbox"/> LOCATED WITHIN 5 MILES OF CITY (County License only)</p>	<p>TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)</p> <p><input checked="" type="checkbox"/> RETAIL LIQUOR LICENSE</p> <p style="margin-left: 20px;"><input type="checkbox"/> on-premise only</p> <p style="margin-left: 20px;"><input type="checkbox"/> off-premise only</p> <p style="margin-left: 20px;"><input checked="" type="checkbox"/> combination on/off premise</p> <p><input type="checkbox"/> RESTAURANT LIQUOR LICENSE</p> <p><input type="checkbox"/> RESORT LIQUOR LICENSE</p> <p><input type="checkbox"/> COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT</p> <hr/> <p><input type="checkbox"/> VETERANS CLUB</p> <p><input type="checkbox"/> FRATERNAL CLUB</p> <p><input type="checkbox"/> GOLF CLUB</p> <p><input type="checkbox"/> SOCIAL CLUB</p> <p><input type="checkbox"/> MICROBREWERY</p> <p><input type="checkbox"/> WINERY</p> <p><input type="checkbox"/> BAR AND GRILL</p>	<p>To Assist the Liquor Division with scheduling inspections:</p> <p>DO YOU OPERATE?</p> <p><input checked="" type="checkbox"/> FULL TIME (e.g. Jan through Dec)</p> <p><input type="checkbox"/> SEASONAL/PART-TIME</p> <p>(specify months of operation)</p> <p>from _____ to _____</p> <p>DAYS OF WEEK (e.g. Mon through Sat)</p> <p>HOURS OF OPERATION (e.g. 10a - 2a)</p>
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Minimum Purchase Requirement:

RETAIL: (ON PREMISE ONLY) (OFF PREMISE ONLY) (COMBINATION ON/OFF PREMISE)

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:

Have you purchased \$500 in spirits, wines and/or malt beverages during the previous license term? YES NO

W.S.12-4-103(c)

TO BE COMPLETED BY APPLICANTS {Pursuant to W.S.12-4-102(a)}

1. Location of License:

a) Give a description of the dispensing room and state where it is located in the building (ex. 10' X 12' room in SE corner of 1st floor of bldg). If the building is not in existence, provide the location and an architect's drawing or suitable plans of the room and premises to be licensed: **If Winery or Microbrewery also list manufacturing facility.** (W.S.12-4-102(a)(i))

25' X 60' ROOM IN FRONT PORTION OF BLDG

b) Do you have an additional dispensing room? YES NO

c) If yes, provide description and location:

d) Provide the legal description and the zoning of the site where the applicant will sell under the license: (W.S.12-4-102(a)(vii))

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? (If yes, submit a drawing of the changes in the dispensing room.) YES NO

a) Do you anticipate any changes in the next twelve (12) months? YES NO

3. **Leases:** If the premises are not owned by licensee, attach a copy of the lease agreement which shows that the right to occupy the premises continues through the term of the license and contains an agreement that alcoholic or malt beverages may be sold upon the leased premises. Please indicate the page and paragraph of lease that shows the date of expiration. W.S.12-4-103(a)(iii)

- a) DATE lease expires: ____/____/____, located on page _____, paragraph _____ of lease document.
- b) Provision for SALE of alcohol or malt beverages located on page _____, paragraph _____ of lease document.

4. **Restaurant and Bar and Grill Liquor Licenses Only:**

- a) Gross sales figures and percentages of income derived from: W.S.12-4-408(b)

Gross Sales:	\$ _____
Food Sales:	\$ _____ (_____%)
Liquor 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)

<input type="checkbox"/> YES	<input type="checkbox"/> NO
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5. **If applicant is a Microbrewery:**

- a) Did you produce over 100 barrels (3,100 gallons) but less than 15,000 barrels (465,000 gallons during the previous license term? W.S.12-1-101(a)(xix)

<input type="checkbox"/> YES	<input type="checkbox"/> NO
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- b) Do you self distribute your products?

<input type="checkbox"/> YES	<input type="checkbox"/> NO
------------------------------	-----------------------------
- c) Do you distribute your own products through an existing malt beverage wholesaler?

<input type="checkbox"/> YES	<input type="checkbox"/> NO
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6. **If applicant is an Individual(s) or Partnership:** State the name, date of birth and residence of the applicant and of each applicant or partner, if the application is made by more than one individual or partnership.

If the application is for a Club: State the name, date of birth and residence of each officer.

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

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

7. **If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership:** State the name, date of birth and residence of 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.

True and Correct Name	Date of Birth	DO NOT LIST PO BOXES <i>Residence Address, Street, City, State & Zip</i>	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?
Del Nose				27	50%	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Becky Nose				27	50%	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

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

VERIFICATION OF APPLICATION

(Requires signatures by ALL Individuals, ALL Partners, ONE (1) LLC Member, 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.

Dated this 11 day of May, 2017.

Becky J. Nose
Applicant

THE STATE OF WYOMING
COUNTY OF Park } ss.

Del N. Nose
Applicant

Subscribed and sworn to before me by Del & Becky Nose this 11 day of May, 2017.

Witness my hand and official seal.

Tristi K. Oberhel
Notary Public or Person Authorized to Administer Oath

My Commission expires: July 9, 2012



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: The Proud Cut

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:

-----FOR RENEWALS ONLY-----

RENEWAL OF LICENSE AND/OR PERMIT APPLICATION FOR LIQUOR, WINERY OR MICROBREWERY

NOTE TO APPLICANT: To be filed with the local licensing authority. (Hearing must be 30 days prior to expiration)

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

Date Filed: 4 / 19 / 2012

Basic Fee	<u>Annual Fee</u> \$ 1000
Additional Disp Rm Fee	\$
Total Lic Fee Collected	\$1000

Publishing Fee Collected \$ 30

Required Attachments Received Yes

Advertising Dates(4): 5/23, 5/30, 6/6, 6/13 2012

Hearing Date: 6/19/2012

Local Licensing Number: 402

For the license term: 8/1/2012
Month Day Year

Through: 7/31/2013
Month Day Year

A copy must be immediately forwarded to:
State of Wyoming Liquor Division
1520 E 5th Street
Cheyenne WY 82002-0110

Applicant: WILDER ENTERPRISES

Trade Name (dba): EASTGATE LIQUORS

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.

FILING IN

CITY OF CODY

FILING AS (CHOOSE ONLY ONE)

- INDIVIDUAL LLC
 PARTNERSHIP LLP
 CORPORATION
 LTD PARTNERSHIP
 ASSOCIATION
 ORGANIZATION

LOCATED WITHIN 5 MILES OF CITY (County License only)

TYPE OF LICENSE OR PERMIT

(CHOOSE ONLY ONE)

- RETAIL LIQUOR LICENSE
 on-premise only
 off-premise only
 combination on/off premise
 RESTAURANT LIQUOR LICENSE
 RESORT LIQUOR LICENSE
 COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT
- VETERANS CLUB
 FRATERNAL CLUB
 GOLF CLUB
 SOCIAL CLUB
 MICROBREWERY
 WINERY
 BAR AND GRILL

To Assist the Liquor Division with scheduling inspections:

DO YOU OPERATE?

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 a.m. - 10 p.m.

Minimum Purchase Requirement:

RETAIL: (ON PREMISE ONLY) (OFF PREMISE ONLY) (COMBINATION ON/OFF PREMISE)

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:

Have you purchased \$500 in spirits, wines and/or malt beverages during the previous license term? YES NO
 W.S.12-4-103(c)

TO BE COMPLETED BY APPLICANTS {Pursuant to W.S.12-4-102(a)}

1. Location of License:

a) Give a description of the dispensing room and state where it is located in the building (ex. 10' X 12' room in SE corner of 1st floor of bldg). If the building is not in existence, provide the location and an architect's drawing or suitable plans of the room and premises to be licensed: **If Winery or Microbrewery** also list manufacturing facility. (W.S.12-4-102(a)(i):

25' X 50' ROOM IN FRONT HALF OF BLDG

b) Do you have an additional dispensing room? YES NO

c) If yes, provide description and location:

d) Provide the legal description and the zoning of the site where the applicant will sell under the license:

W.S.12-4-102(a)(vii)

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?

(If yes, submit a drawing of the changes in the dispensing room.) YES NO

a) Do you anticipate any changes in the next twelve (12) months? YES NO

3. **Leases:** If the premises are not owned by licensee, attach a copy of the lease agreement which shows that the right to occupy the premises continues through the term of the license and contains an agreement that alcoholic or malt beverages may be sold upon the leased premises. Please indicate the page and paragraph of lease that shows the date of expiration. W.S.12-4-103(a)(iii)

- a) **DATE** lease expires: ____/____/____, located on page ____, paragraph ____ of lease document.
- b) Provision for **SALE** of alcohol or malt beverages located on page ____, paragraph ____ of lease document.

4. **Restaurant and Bar and Grill Liquor Licenses Only:**

- a) Gross sales figures and percentages of income derived from: W.S.12-4-408(b)

Gross Sales:	\$ _____
Food Sales:	\$ _____ (____%)
Liquor 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)

<input type="checkbox"/> YES	<input type="checkbox"/> NO
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5. **If applicant is a Microbrewery:**

- a) Did you produce over 100 barrels (3,100 gallons) but less than 15,000 barrels (465,000 gallons during the previous license term? W.S.12-1-101(a)(xix)

<input type="checkbox"/> YES	<input type="checkbox"/> NO
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- b) Do you self distribute your products?

<input type="checkbox"/> YES	<input type="checkbox"/> NO
------------------------------	-----------------------------
- c) Do you distribute your own products through an existing malt beverage wholesaler?

<input type="checkbox"/> YES	<input type="checkbox"/> NO
------------------------------	-----------------------------

6. **If applicant is an Individual(s) or Partnership:** State the name, date of birth and residence of the applicant and of each applicant or partner, if the application is made by more than one individual or partnership.

If the application is for a Club: State the name, date of birth and residence of each officer.

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

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

7. **If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership:** State the name, date of birth and residence of 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.

True and Correct Name	Date of Birth	DO NOT LIST PO BOXES <i>Residence Address, Street, City, State & Zip</i>	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 <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

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

VERIFICATION OF APPLICATION

(Requires signatures by ALL Individuals, ALL Partners, ONE (1) LLC Member, 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.

Dated this 18th day of April, 2012.

THE STATE OF WYOMING }
COUNTY OF Park } SS.

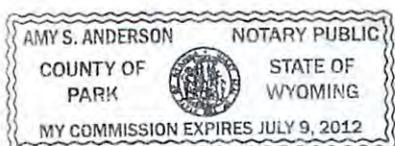
Marjorie J Wilder
Applicant
Richard R Wilder
Applicant

Subscribed and sworn to before me by Richard R Wilder + Marjorie Wilder this 18th day of April, 2012

Witness my hand and official seal.

Amy S Anderson
Notary Public or Person Authorized to Administer Oath

My Commission expires: 7/9/12



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

-----FOR RENEWALS ONLY-----
RENEWAL OF LICENSE AND/OR PERMIT APPLICATION
FOR LIQUOR, WINERY OR MICROBREWERY

NOTE TO APPLICANT: To be filed with the local licensing authority. (Hearing must be 30 days prior to expiration)

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

Date Filed: 4 / 30 / 2012

Basic Fee	Annual Fee
Additional Disp Rm Fee	\$ 300
Total Lic Fee Collected	\$ 300
Publishing Fee Collected	\$ 30

Required Attachments Received Yes

Advertising Dates(4): 5/23, 5/30, 6/6, 6/13 2012

Hearing Date: 6/19/2012

Local Licensing Number: 608

For the license term: 8/1/2012
Month Day Year

Through: 7/31/2013
Month Day Year

A copy must be immediately forwarded to:
State of Wyoming Liquor Division
1520 E 5th Street
Cheyenne WY 82002-0110

Applicant: BUFFALO JUMP WINES LLC

Trade Name (dba): BUFFALO JUMP WINES

Premise Address: 2526 MOUNTAIN VIEW DRIVE
Number & Street

CODY, WY 82414 PARK
City State Zip County

Mailing Address: 20 RANCHETTE ROAD
Number & Street or P.O. Box

CODY, WY 82414
City State Zip

Business Telephone Number: (307) 899-3815

Fax Number:

E-Mail Address: scott@buffalojumpwines.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.**

<p>FILING IN</p> <p><input checked="" type="checkbox"/> CITY OF CODY</p> <p>FILING AS (CHOOSE ONLY ONE)</p> <p><input type="checkbox"/> INDIVIDUAL <input checked="" type="checkbox"/> LLC</p> <p><input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> LLP</p> <p><input type="checkbox"/> CORPORATION</p> <p><input type="checkbox"/> LTD PARTNERSHIP</p> <p><input type="checkbox"/> ASSOCIATION</p> <p><input type="checkbox"/> ORGANIZATION</p> <p><input type="checkbox"/> LOCATED WITHIN 5 MILES OF CITY (County License only)</p>	<p>TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)</p> <p><input type="checkbox"/> RETAIL LIQUOR LICENSE</p> <p><input type="checkbox"/> on-premise only</p> <p><input type="checkbox"/> off-premise only</p> <p><input type="checkbox"/> combination on/off premise</p> <p><input type="checkbox"/> RESTAURANT LIQUOR LICENSE</p> <p><input type="checkbox"/> RESORT LIQUOR LICENSE</p> <p><input type="checkbox"/> COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT</p> <p><input type="checkbox"/> VETERANS CLUB</p> <p><input type="checkbox"/> FRATERNAL CLUB</p> <p><input type="checkbox"/> GOLF CLUB</p> <p><input type="checkbox"/> SOCIAL CLUB</p> <p><input type="checkbox"/> MICROBREWERY</p> <p><input checked="" type="checkbox"/> WINERY</p> <p><input type="checkbox"/> BAR AND GRILL</p>	<p>To Assist the Liquor Division with scheduling inspections:</p> <p>DO YOU OPERATE?</p> <p><input checked="" type="checkbox"/> FULL TIME (e.g. Jan through Dec)</p> <p><input type="checkbox"/> SEASONAL/PART-TIME</p> <p>(specify months of operation)</p> <p>from _____ to _____</p> <p>DAYS OF WEEK (e.g. Mon through Sat) <u>7 Days/week</u></p> <p>HOURS OF OPERATION (e.g. 10a - 2a) <u>11am - 7pm</u></p>
--	--	---

Minimum Purchase Requirement:

RETAIL: (ON PREMISE ONLY) (OFF PREMISE ONLY) (COMBINATION ON/OFF PREMISE)

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:

Have you purchased \$500 in spirits, wines and/or malt beverages during the previous license term? YES NO

W.S.12-4-103(c)

TO BE COMPLETED BY APPLICANTS {Pursuant to W.S.12-4-102(a)}

1. **Location of License:**

a) Give a description of the dispensing room and state where it is located in the building (ex. 10' X 12' room in SE corner of 1st floor of bldg). If the building is not in existence, provide the location and an architect's drawing or suitable plans of the room and premises to be licensed: **If Winery or Microbrewery** also list manufacturing facility. (W.S.12-4-102(a)(i):

30' X 80' ROOM IN EAST SIDE OF BLDG

b) Do you have an additional dispensing room? YES NO

c) If yes, provide description and location:
MFG: 30' X 80' ROOM IN EAST SIDE OF BLDG

d) Provide the legal description and the zoning of the site where the applicant will sell under the license:
 W.S.12-4-102(a)(vii)
LOT 2, FRANK SUBDIVISION, ZONED E INDUSTRIAL

2. Have there been any changes in the physical location of the dispensing room since the last application was filed? (If yes, submit a drawing of the changes in the dispensing room.) YES NO

a) Do you anticipate any changes in the next twelve (12) months? YES NO

3. **Leases:** If the premises are not owned by licensee, attach a copy of the lease agreement which shows that the right to occupy the premises continues through the term of the license and contains an agreement that alcoholic or malt beverages may be sold upon the leased premises. Please indicate the page and paragraph of lease that shows the date of expiration. W.S.12-4-103(a)(iii)
- a) DATE lease expires: 08/31/2013 located on page 1, paragraph 1 of lease document.
- b) Provision for SALE of alcohol or malt beverages located on page 1, paragraph 8 of lease document.

4. **Restaurant and Bar and Grill Liquor Licenses Only:**

- a) Gross sales figures and percentages of income derived from: W.S.12-4-408(b)
- Gross Sales: \$ _____
 Food Sales: \$ _____ (%)
 Liquor Sales: \$ _____ (%)
- b) Did you attach a copy of your valid food service permit to this application. YES NO
 W.S.12-4-407(a), W.S.12-4-413(a)

5. **If applicant is a Microbrewery:**

- a) Did you produce over 100 barrels (3,100 gallons) but less than 15,000 barrels (465,000 gallons during the previous license term? W.S.12-1-101(a)(xix) YES NO
- b) Do you self distribute your products? YES NO
- c) Do you distribute your own products through an existing malt beverage wholesaler? YES NO

6. **If applicant is an Individual(s) or Partnership:** State the name, date of birth and residence of the applicant and of each applicant or partner, if the application is made by more than one individual or partnership.
If the application is for a Club: State the name, date of birth and residence of each officer.

True and Correct Name	Date of Birth	DO NOT LIST PO BOXES Residence Address, 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 <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

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

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True and Correct Name	Date of Birth	DO NOT LIST PO BOXES 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?
Scott Wagner				1	100	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

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VERIFICATION OF APPLICATION

(Requires signatures by ALL Individuals, ALL Partners, ONE (1) LLC Member, 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.

Dated this 30 day of April, 2012

Scott F. Wagner
Applicant

THE STATE OF WYOMING }
 COUNTY OF YONKING } SS.

[Signature]
Applicant

Subscribed and sworn to before me by Scott F. Wagner this 30th day of April, 2012.

Witness my hand and official seal.

Holly S. Moen

Notary Public or Person Authorized to Administer Oath

My Commission expires: Sept. 30, 2014



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

AGREEMENT

Your signature and understanding of this agreement is requested for the purpose of having a mutually agreeable arrangement between us, which should be helpful to you as our tenant, and to us as owners of the property in which you will occupy. We expect you to properly care for the property and to return it to us in the same condition as when it was received by you.

We ask you to accept the following conditions as to your use and occupancy of the property by signing this rental/lease agreement. We do not feel that these conditions are harsh or restrictive, but only a means of protection for all parties involved.

LEASE AGREEMENT

This lease, entered into between ARTHUR S. GUNDERSON and KAY J. GUNDERSON, as the landlords, and BUFFALO JUMP WINES, LLC., as the tenant(s).

The landlord hereby leases to the tenant the following property; *2526 Mountain View Drive in Cody, Wyoming.*

- 1. TERM This lease begins on September 1, 2011 and ends on August 31, 2013. If landlord or tenant wish to cancel this lease, a written notice of not less than 90 days must be presented to tenant or landlord.
2. RENT The tenant agrees to pay rent of \$800.00 per month, payable in advance, from September, 2011 until August 2011. Rent is due on the 1st day of the month. In the event you do not pay the rent within 5 days after its due date, there will be a penalty charged against you in the amount of \$10.00 per day. There shall be a charge of \$50.00 for any "insufficient funds" or "account closed" or on any returned checks issued to us for the payment of rent.
3. DEFAULT If the tenant defaults in payment of any rent due, or in carrying out any term or covenant of this lease, and the default continues for 10 days, landlord shall have the right to re-enter and take possession of the premises. No Notice, demand or legal process shall be required before taking possession. Tenant shall pay to landlord all landlord's costs and expenses in enforcing any of the terms of this lease; including reasonable attorney's fees and court costs, in which costs and expenses shall be additional rent.
4. SECURITY DEPOSIT Tenant shall deposit one months rent with landlord as security for damages arising out of tenants use. Any amount not required shall be returned within 60 days after termination of lease. The deposit is not to be used as rent.
5. The tenant further agrees to the following covenants: Tenant shall yield up possession of the premises at the end of the term without any notice and in its present condition subject only to ordinary depreciation. Tenant shall not assign this lease nor sublet any part of premises nor let others occupy same. It is agreed that the building will be used as an Office and for the processing of wine products and nothing else unless arrangements are made and agreed to by landlord. Tenant shall not make any alterations to the premises without consent of the landlord. Tenant shall keep the premises in a clean condition. Tenant shall do his own snow removal. Tenant shall keep all fixtures in proper state of repair. All utilities shall be paid by tenant and tenant shall immediately put all utilities in their name, and pay any necessary deposits required by the utility companies. Tenant shall permit landlord and his agents to examine the premises at reasonable times and shall permit landlord to place notices of For Sale or For Rent on the premises and allow landlord's agents to show premises after reasonable notice, if for sale or rent.
6. NON LIABILITY Landlord shall not be liable for any damages to tenants property or person(s) from any cause. Tenant shall procure insurance to protect himself and his property from any loss.
7. NO PETS PERMITTED, except as required by the handicap.

DATE 4-26-2012 LANDLORD Art Gunderson

TENANTS SIGN HERE

NAME [Signature] TITLE Manager

CORPORATE OFFICER SIGN HERE

[Signature] TITLE Manager

8. The Landlords are aware that the business is an alcohol related business and alcoholic beverages will be sold upon the leased premises.

MEETING DATE:	JUNE 19, 2012
DEPARTMENT:	CITY PLANNER
PREPARED BY:	TODD STOWELL
CITY ADM. APPROVAL:	_____
PRESENTED BY:	TODD STOWELL

AGENDA ITEM SUMMARY REPORT **Rezone of 702 and 708 Platinum Avenue to D-2.**

ACTION:

Consider a rezone application by Gee Properties, LLC to rezone Lots 24, 25 and the West 12.5 feet of Lot 26 of Brown's 2nd Addition (aka 702 and 708 Platinum Avenue) to General Business (D-2), with a concomitant agreement restricting the permitted uses to professional offices.

BACKGROUND:

At the June 12, 2012 meeting, the Planning, Zoning, and Adjustment Board heard and took public comment regarding the proposed rezone. They considered all materials presented thus far, including the staff report, verbal comments, and several letters from neighbors and community members—all of which are attached. The Planning, Zoning, and Adjustment Board recommends approval of the rezone, with the applicant's voluntary concomitant agreement restricting the permitted uses to professional office.

A public hearing on this matter is scheduled for the June 19, 2012 Council meeting. Please refer to the attached staff report that was prepared for the Planning & Zoning meeting for additional information.

FISCAL IMPACT

The do not appear to be any direct costs to the City Budget in approving or denying the requested rezone. Secondary financial impacts (good and bad) may exist, but the amounts are speculative.

ALTERNATIVES

Deny, Table, or Direct the City Attorney to prepare an ordinance to enact the requested rezone, and accept the concomitant agreement restricting the permitted uses to professional office. At the time of this staff report the concomitant agreement is still being drafted. We will provide it once it is available. If the rezone is to be approved, three readings are needed.

Pursuant to Wyoming Code, and Section 10-5-2 of City of Cody code:

"§ 15-1-603. Regulations; protest makes change ineffective; exception; hearing and notice.

(a) If there is a protest against a change in the regulations, restrictions or district boundaries signed by the owners of twenty percent (20%) or more of the area of the lots included in the proposed change, or of those immediately adjacent within a distance of one hundred forty (140) feet, the change is not effective except upon the affirmative vote of three-fourths (3/4) of all the members of the governing body. In determining the one hundred forty (140) feet, the width of any intervening street or alley shall not be included.

Staff will have the latest calculations at the hearing. At the present time, it less than 20%, so a simple majority is all that is needed to approve the rezone.

AGENDA ITEM NO. _____

ATTACHMENTS

Original Staff Report and Planning Commission Packet
Current zoning map
Additional comment letters received after June 8, 2012

AGENDA & SUMMARY REPORT TO:

N/A



PLANNING, ZONING AND ADJUSTMENT BOARD
APPLICATION FOR ZONE CHANGE

STAFF USE
File: ZON 12-01
P&Z Invoice: 446-4

Owner or Applicant's Name: GEE PROPERTIES LLC

Mailing Address: 1320 SUNSET BLVD S CODY WY Zip: 82414

Phone: Cell: 899-0175 Fax: E-mail:

Project Address: 707 & 708 PLATINUM DRIVE Zone:

Legal Description/Assessor Parcel Number(s): BROWN'S 2nd Addition LOT 24, LOT 25 & 12 1/2' of 26

Description of Proposal: TO REZONE FROM RESIDENTIAL B TO "SELF-LIMITED" D2 GENERAL BUSINESS

Representative attending Planning and Zoning Board meeting: ALLEN GEE

Signature of Property Owner: [Signature] 5-29-12
Signature Date

The Council meets the 1st and 3rd Tuesday at 7:00 p.m. and the Planning, Zoning and Adjustment Board meets the 2nd and 4th Tuesday at 12:00 noon at the City Hall Council Chambers.

Please see submittal Date and Fee schedule on page 2 of this document.

Application Procedures: Please submit all materials listed.

- LETTER TO BOARDS: A letter to the Council and Planning and Zoning Board requesting a zone change. Describe your proposal in detail and explain why you are requesting a zone change.
NEIGHBORING PROPERTIES MAP: A map showing parcel requested for a zone change and surrounding properties within 140' (excluding streets & rights of way).
NOTICE TO NEIGHBORING PROPERTIES: Using the attached template, submit letters notifying adjacent property owners within 140' of the zone change request.
PROOF OF NOTIFICATION: Along with the copies of notification letters sent via certified mail to all property owners within 140' of subject property, submit the post office certified mail receipts.
LEGAL NOTICE: Submit legal notice of public hearing to local newspaper for printing one time no less than 15 days prior to public hearing date using the attached template and provide proof of publication.
PROOF OF OWNERSHIP: Provide a current title commitment for subject property (not older than 6 months) or a copy of the property deed showing applicant as owner.
APPLICATION FEE: Provide application fee upon submittal to City of Cody.

If the zone change is recommended for approval by Council after public hearing and P&Z Board recommendation, an Ordinance will be drafted, three public readings of the Ordinance will occur at Council and the approved Ordinance must print in the paper after the 3rd reading before the zone change will take effect.

Please be aware that all zone changes are reviewed by the Planning, Zoning & Adjustment Board for recommendation to the City Council. All of the property owners are not required to be in agreement with the zone change, however, it makes the process much easier. §15-1-603.

Submit a total of twelve (12) copies of the application, plans, and any other information, folded into 8.5"x11"
Submit a digital file containing PDFs of each document submitted

Total application must be submitted to the planning department by 4:00 PM, twenty one (21) business days prior to the anticipated public hearing date.

RECEIVED
MAY 29 2012
CITY OF CODY

5-29-2012

To the Cody City Council and Planning & Zoning Board

Gee Properties, LLC is requesting a zone change from Residential B to "Self-Limiting" D2 General Business on 702 & 708 Platinum Drive for the following reasons:

Medical services are identified as appropriate use of property in Residential areas. Zoning in Residential B (and A) is inconsistent in that Hospitals and home Medical Office (without staff) are currently allowed. The Services we wish to provide to Cody and the Big Horn Basis cannot be handled by one person but they do not necessarily require the complexities of a Hospital.

Furthermore, there is no Transitional Business or Business Professional Zone available. We understand that the Master Plan development is in progress but are told we are 7 months away from recommendations that will then need to be acted upon. Even then, we will still likely need to request a zone change.

As the Medical Community has become more aware of our Concept, many providers have asked to be a part of what we want to do. We have virtually universal support from the Medical Community in Cody and the surrounding area. Additionally, the business community has reached out to us in support and with request to move forward in bringing well paying jobs and business to Cody.

These Properties, 702 & 708 Platinum abut D2 Zoning currently and is ideally suited for the Healing Space concept we envision. Additionally, the location between the Hospital and the Medical Arts complex is ideal.

We request to be Self-Limited in use to Professional Offices, foregoing any other use allowed in D2.

Thank you for your consideration.

Allen and Virginia Gee
Gee Properties, LLC

To the Cody Planning & Zoning Board,

Gee Properties, LLC has applied for a zone change for properties at 702 & 708 Platinum Drive. Listed below are the most pressing discussion points.

Thank you in advance for considering all facets of this request and how it impacts so many people in Cody, the Big Horn Basin and beyond.

1. Why this Proposal to Re-Zone?
2. Why this Property?
3. Current Zoning
4. D2 - "self-limited"
- 5- Why Re-Zone now?
- 6- Options
- 7- Traffic
- 8- Property Values, Property Taxes
- 9- Who benefits?

1. Why the Proposal?

Dr. and Mrs. Gee would like to expand Neurological and therapy services available in our community such as Electroencephalography. To do so, dedicated and use specific space is needed and is not currently available in Cody.

Other providers have also expressed interest in the "healing space" concept. Dr. Bradley Low, a fellowship trained interventional pain anesthesiologist, is currently working with us to provide more comprehensive pain management. With the city's assistance we can create a regional pain management center that will be the envy of much larger metropolitan areas.

There is near unanimous support for this facility within the Cody medical community and the surrounding area. Medical professionals in our community understand the type of services that we want to provide and our community needs.

2. Why this property?

Location, Location, Location. This property on Platinum is adjacent to the Cody Medical Arts Complex (CMAC) and is located between CMAC, the Surgery Center and the Hospital. This appears to be a Medical corridor.

There are tremendous views of Cedar Mountain, Rattlesnake Mountain and Heart Mountain. These views are part of what helps create a healing atmosphere integral to the "healing space" concept.

3- Current Zoning

The Current Zoning is inconsistent. Hospitals and Physician home offices are currently allowed in Residential A and B zoning, confirming that Healthcare is compatible with Residential Zoning. Currently a physician office *with* employees is not allowed. There is no zoning for Business/Professional Offices in Cody. There is no business transition zone buffer between Commercial and Residential zones as in most communities. Residential B zoning also allows for multi-unit apartments, day-cares and mortuaries.

4. D2 General Business ("self-limited")

Since a business/professional office or transitional zoning is not available, Gee Properties is requesting a zone change to D2 commercial, but with 'self-limiting' use approval. The adjacent properties are zoned D2 as is the majority of the properties on the west side and within a block of 8th street all the way from the Hospital out to the West Strip.

Gee Properties is willing to voluntarily limit the use to Professional Offices. While the city cannot limit activity or uses in a zoning district, the property owner can. This option will ensure compatibility with the residences.

5. Why Re-Zone Now?

The new City Master Plan recommendations should be available in 7 months. The city will then need to act upon those recommendations. Most likely a zoning change request would still be required at that time. The properties are cleared and ready for construction of a structure. A medical office is the highest and best use of that property.

6. Options

It is not financially feasible to build small houses on the property, nor was it feasible to repair the structures that were there. An income producing structure must and will be built. A 6-unit apartment complex is one option not requiring rezoning. An apartment complex would be larger, taller and have much more 24 hour activity and traffic than the proposed professional office.

If the zoning is changed to commercial, there would be a required 15 foot buffer and screening fence on the East interior lot line. With an apartment complex, the pavement would extend all the way to that same neighbor's property line and have much more impact.

7. Traffic

We, too, are concerned about the traffic on Platinum. Wyoming DOT along with the City of Cody determined the current traffic routes, and certainly for good reasons. The traffic light at 8th and Platinum has had the most impact on Platinum traffic. In addition, there is a significant amount of traffic accessing the Medical Arts Complex via the one-lane section of 7th Street. There is a danger with the two way traffic on this street. We would hope to see that addressed. Furthermore, the City's traffic study found almost no speeding on Platinum.

8. Property Values, Taxes

There are several nice homes on Platinum and several in need of repair. There are several rental properties on the street. The City's valuation map study which is in process will be informative regarding best use for this area.

Simple observation says the 'life span' of Platinum as residential use is past maturity. Change is inevitable. Platinum is not like it was years ago and the process of commercialization encompasses the surrounding area and began decades ago.

Should these properties be re-zoned, no current homeowner needs to move, sell or rezone their current homes. If and when the property owners wish to sell or move, they could likely expect higher prices as other than residential uses/rentals. The rezoning at the West end of Platinum should not cause the City to reevaluate the other properties nor increase any tax rate because of this rezoning.

9- Who benefits?

Healthcare is a year around economic benefit to Cody. A Neuroscience and Pain center in Cody would have a significant economic impact to Cody. Patients bring families along with them for appointments. They shop in Cody. Income is generated for restaurants and motels.

Most importantly the patients in the Big Horn Basin and surrounding region would benefit.

Thank you in advance for your consideration,

Sincerely,

Allen and Virginia Gee

**CITY OF CODY
PLANNING, ZONING AND ADJUSTMENT BOARD
STAFF REPORT**

MEETING DATE:	JUNE 12, 2012	TYPE OF ACTION NEEDED	
AGENDA ITEM:		P&Z BOARD APPROVAL:	
SUBJECT:	GEE PROPERTIES WYOMING LLC, REZONE OF 702 & 708 PLATINUM AVENUE TO GENERAL BUSINESS D-2 ZON 2012-01	RECOMMENDATION TO COUNCIL:	X
PREPARED BY:	TODD STOWELL, CITY PLANNER	DISCUSSION ONLY:	

PROJECT DESCRIPTION:

Gee Properties, LLC has submitted an application to rezone Lots 24, 25, and the West 12½' of Lot 26, of Brown's 2nd Addition (a.k.a. 702 and 708 Platinum Avenue. Total size: .337 acres or 14,681 sq. ft.) from Residential B to General Business D-2, with a "self-limited" restriction in use of the property to professional offices. The application, including a letter dated 5-29-2012 to the City Council and Planning & Zoning Board, a letter to neighbors that was sent with the notice of application, and a letter to the Planning and Zoning Board addressing nine points of discussion is attached. Please refer to these application materials for a complete explanation of the request.

The medical facility that Mr. & Mrs. Gee would like to establish is well-described in the application materials. However, do not be confused by thinking that the medical facility is the subject of this application, as only the rezone application is being considered at this time. The rezone would allow any type of professional offices.

The subject property is currently vacant. The two lots were recently occupied by two dwellings. The value of one dwelling was assessed at \$50,129. The exact assessed value of the other is unknown, but was significantly less than 100K.

The surrounding area is as follows:

<i>DIRECTION</i>	<i>EXISTING USE</i>	<i>ZONING</i>
North	Residential houses across Platinum Avenue	Residential B
East	Residential house	Residential B
South	Cody Medical Arts Complex and Hotel.	D-2 General Business
West	Danzik residential estate	Residential B

This rezone application is unique, and to staff's knowledge the process of "self limiting" the uses of the property to less than what would otherwise be permitted in the

requested zoning district has not been utilized in the history of the City. The planning term for this type of rezone is a "concomitant rezone". (Concomitant is defined by Dictionary.com as, "existing or occurring with something else, often in a lesser way; accompanying; concurrent: an event and its concomitant circumstances.") The rezone would be concomitant in that a legal agreement accompanies the zoning designation. The legal agreement has not been presented at this point, although the intent to do so is clear. It is noted that with a rezone the city cannot impose conditions, but an applicant can voluntarily restrict his rights, and that can be considered by the city.

If the Board and/or Council are uncomfortable with this method, they may want to discuss other alternatives, such as creating a professional office zoning district. The city planner has seen concomitant rezones used in his experience in Washington and Utah and is comfortable using the technique here, provided the City attorney agrees. In many respects it is similar to a PUD rezone, but more limiting in that it does not authorize anything that is not already permitted in that zone.

PROCEDURE:

The following section, which pertains to procedure, is found in the City code.

10-5-1: CITY COUNCIL AUTHORITY:

The city council may by ordinance at any time, on its own motion or petition, or upon the recommendations by the planning and zoning commission, amend, supplement or change the regulations or districts herein or subsequently established; provided, however, that a public hearing shall first be held in relation thereto, after one publication of notice of the time, place and purpose of such hearing, in an official newspaper, at least fifteen (15) days prior to such hearing. (1960 Compilation § 26-115; amd. Ord. 86-5; Ord. 87-3)

This section is not clear whether the matter needs to be considered by the Planning and Zoning Board. However, it is thought that the Council would like a recommendation from the Board on this matter. The City Council is scheduled to consider the rezone application at their June 19, 2012 meeting. Notice of the June 19, 2012 meeting was published on June 4, 2012.

LEGAL STANDARD OF REVIEW:

The rezoning of land is a legislative action, and therefore subject to the "reasonably debatable" standard of review, as opposed to a "preponderance of evidence" standard. In other words, if the decision-makers find that there is at least one good reason that the rezone application should be approved or denied, then that is all that is needed to justify their decision, and the court will typically uphold it. It is not necessary to demonstrate that the preponderance of evidence supports the decision that is made.

This method allows the decision-makers to give weight to the evidence, based on their values and values of the community. For example, if based on the evidence they believe that neighborhood preservation is of utmost importance, they may decide

differently than if they believe economic development needs of the community are of utmost importance.

REVIEW CRITERIA:

The Cody zoning ordinance does not have specific criteria outlined for granting or denying rezone requests. The following general standards for zoning are found in Wyoming state law, Section 15-1-601(d). Comments on how this proposal relates to each are also provided.

(d) All regulations shall be made:

(i) In accordance with a comprehensive plan and designed to:

Staff Comment: The City has a comprehensive plan (a.k.a. Master Plan), which is prerequisite to zoning property. Very little language in the plan is directly applicable to this application. The fact that the plan has not been updated since it was adopted 1997, while significant growth has occurred in and around this neighborhood since then, should be recognized. Applicable goals of the 1997 plan include:

Goal 6E Protect residential neighborhoods from potentially conflicting land uses.

The character and desirability of existing residential areas must be preserved. Issues such as expansion of business districts or new street alignments can have a substantial impact on the stability of neighborhoods. Business development should be promoted in areas where it is not in conflict with surrounding land use.

Staff Comment: Undoubtedly the neighbors in opposition to the rezone will use this goal in their argument. However, staff does not believe it to be as straightforward **as they may believe. The language refers to the "character and desirability" of the residential area being preserved.** That should not be interpreted to mean that no residential property can ever be changed to another use. Recognize that the manner in which development and redevelopment occurs (organized versus unorganized, logical versus illogical) is of much more consequence.

The substance of this section is whether the business development conflicts with the surrounding land uses, and presumably the land uses permitted by the zoning of the adjacent properties. Perimeter or edge locations, as opposed to centralized locations, often receive more pressure to transition and are more appropriately considered for rezoning.

Professional offices are not automatically in conflict with residential use or multiple-family zoning of the property. Different does not necessarily mean conflicting.

Goal 12A Support and promote existing business and location of new businesses that will provide a variety of commercial and industrial activities and employment opportunities, providing they are harmonious and compatible with the goals and character of the Cody community.

Staff Comment: Professional offices will provide employment opportunities. If the medical facility is developed, those employment opportunities will be of significant financial benefit to those employees and their households, as well as the businesses where they spend their money. It is interesting to note the language of this goal refers to "harmonious and compatible with the goals and character of the Cody community", reflecting the acknowledgment that the character and vision of the community, not just the immediate neighbors, is to be considered. The application outlines the benefits of the intended medical facility to the community, including quality specialized care, regional service (bring patients and their money to Cody), an expanded economic base, and quality employment opportunities. Admittedly economic development should not be promoted at any cost, yet it should not be precluded without clear and significant evidence that a proposal constitutes a real and impending threat to community character, property values, or property rights. Many communities today would love to have our problem of trying to find suitable locations to accommodate all of the new economic development that is occurring.

(A) Lessen congestion in the streets;

Staff Comment: Platinum Avenue **operates at a level of service "A", in that traffic can freely flow down the street without interruption. There is no "congestion", nor evidence** that rezoning the property to allow professional offices would create congestion, or cause the level of service to fall to an unacceptable level.

(B) Secure safety from fire, panic and other dangers;

Staff Comment: Professional office zoning is not expected to generate any fire, panic, or other physical dangers.

(C) Promote health and general welfare;

Staff Comment: While the intent is to establish a medical facility to promote health and general welfare, in a broader definition this is referring to whether the proposed zoning would be a community asset. A substantial number of comments have been received that the medical facility would be a great community asset.

(D) Provide adequate light and air;

Staff Comment: Without an official application for development, a determination of adequate air and light is difficult. However, it is pointed out that the proposed zoning would require a 15-foot wide landscape buffer and 6-foot tall fence between any development of this lot and the residential lot to the east. The zoning would also require architectural, landscaping, and site plan review by the Planning and Zoning Board for commercial development of the lot. The current Residential B (multi-family zoning) has no review by the Planning and Zoning Board, and only a 5-foot setback required from the residential property to the east. The proposed zoning would seem to be an improvement in this respect.

(E) Prevent the overcrowding of land;

Staff Comment: This typically refers to residential density. The current zoning would permit up to six dwellings on the property. No dwellings would be permitted by the proposed zoning. If referring to bulk, or building size, the proposed zoning would allow greater lot coverage than the existing zoning. However, it is still a judgment call as to whether it constitutes overcrowding. The property is part of an expanding downtown. From a planning standpoint, downtown is where we want density and redevelopment—as opposed to promoting suburban sprawl that is much less efficient.

(F) Avoid undue concentration of population; and

Staff Comment: The proposed zoning would decrease the potential population residing on the property to zero.

(G) Facilitate adequate provisions for transportation, water, sewerage, schools, parks and other public requirements.

Staff Comment: The property is already served with infrastructure that has the capacity to serve development of the lot—public sewer, public water, power, paved roads, etc. The proposed zoning will not result in any demand for schools or parks.

(ii) With reasonable consideration, among other things, of the character of the district and its peculiar suitability for particular uses;

Staff Comment: The language of this provision is difficult to interpret. A personal interpretation is that it is referring to physical suitability of a property to accommodate a particular type of development and what uses should be listed as permitted within each zone. These are issues relating to internal compatibility within each zone, not compatibility between zones. Internal consistency of each zone is not the subject of this application.

(iii) With a view to conserving the value of buildings and encouraging the most appropriate use of land throughout the city or town; and

Staff Comment: In the context of initially zoning an area (which is the section of state law that it comes from), this provision would typically be referring to balancing what already exists in an area with the most appropriate use for that area. For example, at some time in the past it was recognized that while some properties on Big Horn Avenue and West Yellowstone Avenue contain residences, the value to the community for future commercial development is of more importance and appropriateness. As a result, these areas were zoned commercial.

This section also refers to recognizing when an action will have a negative impact on the value of neighboring properties. Conserving the value of buildings (and property) is important. So is encouraging the most appropriate use of land throughout the community. Zoning attempts to accomplish exactly this.

However, building valuation is only one component of property value; the other is the value of the property itself. As time passes and buildings age, the building valuations tend to decrease and there eventually comes a time when the value or

condition of the structure is so poor that a decision as to future use needs to be made. As noted previously, the valuation and condition of the homes that were on this property were poor. Staff has heard that the owner offered to give one of them away to Habitat for Humanity, and move it to their site, but Habitat for Humanity declined due to its poor condition.

The economics of the situation need to be understood. As a rule of thumb for investing, the value of a replacement structure must give a return of at least three times the return of the existing structure in order for redevelopment to occur. Replacing a single-family home with another single-family home does not come close to meeting this ratio. If the opportunity for redevelopment is artificially restricted the typical tendency is for the area to slide in value and condition, eventually to the point of constituting substandard conditions. Currently this opportunity for a return on investment is provided by the multi-family zoning of the property—although a higher density than currently allowed may be needed to meet the 3:1 ratio. However, multi-family development has not yet occurred with any of the properties on Platinum. Therefore, the opportunity still exists for the area to determine which long-term future they would like to pursue—that of multi-family development, or that of some type of commercial. This applicant prefers that his property be utilized for professional office use.

Currently, average assessed improvement valuation on the residential portion of Platinum Avenue is \$101,232 and the average age is 1953 (Range 1928-1997). Many homes are still solid, but others, such as those that were removed, are deteriorating. Failure to set a vision for future use will eventually lead to a decrease in not just building value, but land value as well.

The above discussion should not be interpreted to say that the street cannot accommodate both multi-family development and professional office development—although a mix would be awkward. I bring up this topic of redevelopment so that the neighborhood can be thinking about it, nevertheless, only the Gee property is under consideration at this time.

(iv) With consideration given to the historic integrity of certain neighborhoods or districts and a view to preserving, rehabilitating and maintaining historic properties and encouraging compatible uses within the neighborhoods or districts, but no regulation made to carry out the purposes of this paragraph is valid to the extent it constitutes an unconstitutional taking without compensation.

Staff Comment: The City should be cautious when zoning so as to preserve buildings and neighborhoods that have special historic character, so long as it is possible to maintain the properties and neighborhood in a quality fashion. This property does not include any buildings of historic character, nor are the homes immediately adjacent of significant historic character.

OTHER:

When reviewing rezones it is beneficial to consider whether there has been a change in circumstances since the property was designated with its current zone, and whether there is a public need for the type of zoning requested.

Significant Changes:

The zoning history of the property has not been fully researched, although it has been zoned Residential B since at least 1997. Since 1997, significant changes have occurred in the immediate area. Specifically, all of the medical development to the south of this property and the development of the First Bank of Wyoming facilities have occurred. The adjacent medical facilities are of the most significance as this rezone would be an extension of the medical district.

Need:

The City does not currently have a professional office zone. The intended medical facility is dependent on similar, or less intensive, surrounding uses. No commercial zone provides that assurance to the applicant at a suitable location. The argument that the medical complex could be located in a commercial zone on Bighorn Avenue or West Yellowstone is not fully accurate, **due to the "free for all" nature of those zones, which** provides no assurance as to what may be built or moved in next door (meat processing plants, manufacturing plants, animal kennels, contactor yards, etc.). The applicant is legitimately concerned that he would be affected by those commercially intense uses.

Traffic:

On average, a multi-family dwelling generates 6.59 vehicle trips per day, seven days a week (ITE manual, 8th Ed.). If the property is developed as multi-family, that would mean approximately 40 trips per day from the six units. Professional offices may generate more or less traffic on a weekday, but typically have no traffic on weekends, when most residents are at home. The applicant may be able to provide additional information on traffic generation.

When considering traffic, it should be noted that other high traffic-generators are permitted in the current Residential B zone, such as day care centers with up to 50 children, hospitals, nursing homes, etc. When compared to these uses, the traffic generation from the intended medical facility would likely be significantly less. IN any case, the capacity of the road exists to handle the additional traffic.

Location:

The location of the Gee property is also a consideration. The rezone is not in the middle of a residential neighborhood, or even the middle of the residential street, but on the perimeter, at the end of the street, and next to other D-2 zoned property. The integrity of the neighborhood is not significantly affected by the rezone, as there are no residential properties isolated or separated from any other residential properties by approval of the requested action.

ATTACHMENTS:

Application.
Public comments.
Site Plans.

ALTERNATIVES:

Recommend approval or denial of the requested concomitant rezone.

RECOMMENDATION:

The City Planner recommends a favorable recommendation for the rezone.

While there has been much dispute surrounding this action in the past, from a planning perspective it represents the exercise of property rights in a way that does not significantly affect the property rights of the residents on Platinum Avenue. Zoning diminishes property rights for the public benefit. When there is no public benefit demonstrated by maintaining the current zoning of a property, a change can be appropriate. The perimeter location of this property to the residential area and adjacency to other D-2 zoning makes the D-2 zoning a feasible alternative.

Dear (neighbor)

As you are aware, changes have been happening at the 702 and 708 Platinum Properties. We were hoping to be able to speak with you about these changes, but have not been able to find an avenue for that to happen. Written word is never as effective as face-to-face conversation, and we are more than willing to speak with you at any time. Please feel free to call us at 899-0175 (Allen) or 899-1041 (Virginia).

Much has changed since our last rezoning request. As word for this clinic has spread, many providers have approached us wanting to be a part of the concept. Because of this collaboration, an exciting new project has emerged. Health Care today is very flawed and disconnected, rarely focusing on the entire person (Body, Mind, and Soul). The facility we would like to create would be a "Healing Space", a place addressing all aspects through medical, psychological, physical therapy, exercise, meditation, and pain management. The location at the end of our neighborhood is perfect for such an entity, with amazing views and spirit of the beautiful country in which we all live. Research has proven that when patients are treated with inspiring views and energy, the healing rate is up to 10 times greater. I think we can all agree that by cleaning out the two lots, the views and feel of that space is much richer.

We have been asked to wait for the City Planning to develop a Master Plan with a new transition zone, and we respect that request. Unfortunately, in the last year our dear brother died of brain cancer and a sister has required inpatient treatment for severe depression. Both of these situations have given us a greater sense of urgency to make a difference as soon as we possibly can. One never knows what may happen in the future...the power of the present is what we can influence. The power of this clinic to help many, many people is the impetus to again request a zoning change to allow this healing to begin.

There has been much misinformation floating around about us and what our intentions are. Our desire is to create a healing space to help us better care for patients and their families in Cody and all of Wyoming. We are not trying to bulldoze the neighborhood or change the way anyone lives, other than to make everyone's life more fulfilling. We grew up as Nebraska farm kids and know the value of hard work and strong ethics, to our core. Because neither of our families had financial stability, we both worked our way through college and professional school on our own merit. We moved to Utah for Allen's Neurology Residency and Virginia worked as a Physical Therapist specializing in chronic pain. We then moved to Sheridan, Wyoming and began a private practice there. Other offices were developed in Rapid City, South Dakota and Bozeman, Montana. We eventually were very fortunate to develop a practice here in Cody, and feel it is the ideal community to raise our four daughters.

In all of the communities we have lived in to date (Omaha, Salt Lake City, Sheridan, Rapid City and now Cody), we have always tried to make a positive contribution and been openly accepted. Unfortunately, the misunderstanding with the Platinum neighborhood has saddened and surprised us. We bought the properties at the end of the street on good faith that we would be able to provide the care we envisioned. A larger medical facility was already approved and operating in the immediate area, and it seemed the availability of purchasing the two lots were indicators that we were to "go ahead" with our life dream. We apologize for not communicating this dream with you effectively at the beginning of the process. We were naïve and our enthusiasm clouded our relational skills. It has been painful to hear untruths about who we are and what we are trying to achieve. We have tried to be open and honest with this process and we will continue to do so as we all share the same space.

We ask you to look at this rezoning request with a fresh set of eyes and an open mind. The possibility of what this healing clinic can accomplish for the people of our city and our state is immense. We would like to hear your creative input on how we can make this space advantageous for ALL. Thank you in advance for your contemplation and consideration.

Allen and Virginia Gee

Cody Medical Arts Complex

Attn: Steve Nitz

720 Lindsay Lane

Cody, WY 82414

Lindsay Lane Sub Lots 5 & 6 & a parcel in Lot 82 T52 R102 RS beg 310.57' E of SW cor of Brown's 2nd Addition thence S 88*27' E for 94.95' S 17*52' E for 318' N 88*28' W for 519.7' N 3*12' for 116.23' N 41*19' E for 77.19' N 88*27' E for 317.09' N20*32' W for 134.9' to POB

Dennis and Elizabeth Danzig

15111 N. Hayden Rd

Scottsdale, AZ 85260

Sunset Properties

1601 8th Street

Cody, WY 82414

5 AC DES AS: a parcel in Lot 82 T52 R102 RS, Sec 31 T53 R101 OS, beg at a point 405.49' E of the SW corridor of Brown's 2nd add'n then E for 832.75', S 1*03' W for 300' then parallel to the S line of Brown's for 726.55' then N 17*52' W for 318' to POB

Dale and Lucille Schmoltd Family Trust

702 Allen Ave

Cody, WY 82414

A parcel in the SE/4SE/4 of sec 31 in Lot 82 T 53 R101 beg 695' W of the NE Cor, thence S 181.5' W 275' N 181.5' E 265' to POB ex 50 x 181.57' NKA 7th Street

Foundation for North American Wild Sheep

720 Allen

Cody, WY 82414

A parcel in the SE/4SE/4 of sec 31

Humphrey's Family Revocable Living Trust

701 Platinum Dr

Cody Wy 82414

Brown's 2nd Addition Lot 16

Gordon Ross

713 Platinum Dr

Cody, WY 82414

Brown's 2nd Addition Lot 14 and E/2 Lot 15

Ricky Brod

719 Platinum Dr.

Cody, WY 82414

Brown's 2nd Addition W/2 of Lot 12 & all of Lot 13

Debra Sue Bertsch

2426 Sulphur Creek Street

Cody, WY 82414

Brown's 2nd Addition W/2 Lot 10, all Lot 11 & E/2 Lot 12

Cynthia Wildman

714 Platinum Dr
Cody, WY 82414
Brown's 2nd Addition E37.5' of Lot 26 & W 12.5' of Lot 27

Strow Family Revocable Living Trust
720 Platinum Dr.
Cody, WY 82414
Brown's 2nd Addition E 37.5' of Lot 27 W/2 of Lot 28 & W/2 of E/2 of Lot 28

Todd Rush Jr & Patricia Smith
732 Platinum Dr.
Cody, WY 82414
Brown's 2nd Addition all of Lot 29 E/2 of E/2 of Lot 28 W/s of Lot 30

Date: 5-29-2012

RE: **ZONE CHANGE REQUEST**

Applicant Name: Gee Properties Wyoming, LLC

Phone #: 307-587-1985

Address/Location & Legal Description:

702 & 708 Platinum Dr. / BROWN'S 2ND ADD'N LOT 24, LOT 25 & W 12 1/2' OF LOT 26 -

Description of Request: We are requesting a zone change from Residential B to D2 General Business, "self-limiting" use for only Professional Offices, in order to build a Professional Medical Offices.

Prior to the Public Hearing on June 19th, the Planning & Zoning Board will hear this matter on 6-12-2012. The public may attend either or both.

A Public Hearing will be held before City Council at their regularly scheduled meeting on Tuesday, June 19, 2012 at 7:00 PM at the City Hall Council Chambers, 1338 Rumsey Avenue.

Letter from Neighboring Properties within 140 Feet

Dear Board Members:

I am familiar with the proposal by Gee Properties, LLC

who is requesting a Zone Change to D2 General Business, "self-limiting" use for only Professional Offices for the above referenced properties. It is my understanding that no other use normally available in D2 Zoning is being requested nor will then later be allowed.

I am the legal owner of 743 PLATINUM Elizabeth Woodruff
(Lot & block # or Address of Neighboring Property) Owner's Name: H. Keith Dahlem P/A
(Neighboring Property)

I have NO OBJECTION to the Zone Change Request

Name: _____
Address: _____
Comments": _____

YES, I would like to be contacted when this topic comes before the City Council or the P&Z Board.

E-mail address: _____ or Phone: _____

NO, I would not like to be contacted when this topic comes before the City Council or the P&Z Board.

I OBJECT to the Zone Change Request

Name: H. Keith Dahlem for Elizabeth Woodruff P/A
Address: P.O. BOX 710 Cody WY 743 PLATINUM DR
Comments": _____

YES, I would like to be contacted when this topic comes before the City Council or the P&Z Board.

E-mail address: _____ or Phone: 587-6965

NO, I would not like to be contacted when this topic comes before the City Council or the P&Z Board.

Please return to: City of Cody
Planning, Zoning and Adjustment Board
Attention: Planning Department
PO Box 2200
Cody, WY 82414

Letter to Neighboring Properties within 140 Feet

Please return this letter by: 6-12-2012

Date: 5-29-2012

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I am the ^{Route} legal owner of 755 PLATINUM DR
(Lot & block # or Address of Neighboring Property)

^{Route} Owner's Name: Donis M. Jones
(Neighboring Property)

I have NO OBJECTION to the Zone Change Request

Name: _____

Address: _____

Comments": _____

YES, I would like to be contacted when this topic comes before the City Council or the P&Z Board.

E-mail address: _____ or Phone: _____

NO, I would not like to be contacted when this topic comes before the City Council or the P&Z Board.

I OBJECT to the Zone Change Request

Name: Donis C. M. D. ROY

Address: 755 PLATINUM AVE CODY

Comments": Do Not wish for more traffic on my street

YES, I would like to be contacted when this topic comes before the City Council or the P&Z Board.

E-mail address: _____ or Phone: _____

NO, I would not like to be contacted when this topic comes before the City Council or the P&Z Board.

Please return to: City of Cody
Planning, Zoning and Adjustment Board
Attention: Planning Department
PO Box 2200
Cody, WY 82414

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I am the legal owner of-

744 PLATINUM
(Lot & block # or Address of Neighboring Property)

Owner's Name:

Don Blaylock
(Neighboring Property)

I have NO OBJECTION to the Zone Change Request

Name: _____

Address: _____

Comments": _____

YES, I would like to be contacted when this topic comes before the City Council or the P&Z Board.

E-mail address: _____ or Phone: _____

NO, I would not like to be contacted when this topic comes before the City Council or the P&Z Board.

I OBJECT to the Zone Change Request

Name: DON BLAYLOCK

Address: 744 PLATINUM AVE

Comments": 1

YES, I would like to be contacted when this topic comes before the City Council or the P&Z Board.

E-mail address: _____ or Phone: _____

NO, I would not like to be contacted when this topic comes before the City Council or the P&Z Board.

Please return to: City of Cody
Planning, Zoning and Adjustment Board
Attention: Planning Department
PO Box 2200
Cody, WY 82414

Date: 5-29-2012

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I am the legal owner of _____ Owner's Name: _____
(Lot & block # or Address of Neighboring Property) (Neighboring Property)

I have NO OBJECTION to the Zone Change Request

Name: _____

Address: _____

Comments": _____

YES, I would like to be contacted when this topic comes before the City Council or the P&Z Board.

E-mail address: _____ or Phone: _____

NO, I would not like to be contacted when this topic comes before the City Council or the P&Z Board.

I OBJECT to the Zone Change Request

Name: Russell C. Sell & Gayle Sell

Address: 756 PLATINUM DRIVE

Comments": WE DONT WANT THIS OR ANY OTHER BUSINESS IN OUR NEIGHBORHOOD

YES, I would like to be contacted when this topic comes before the City Council or the P&Z Board.

E-mail address: _____ or Phone: _____

NO, I would not like to be contacted when this topic comes before the City Council or the P&Z Board.

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Planning, Zoning and Adjustment Board
Attention: Planning Department
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Address/Location & Legal Description:

702 & 708 Platinum Dr. / BROWN'S 2ND ADD'N LOT 24, LOT 25 & W 12 1/2' OF LOT 26 -

Description of Request: We are requesting a zone change from Residential B to D2 General Business, "self-limiting" use for only Professional Offices, in order to build a Professional Medical Offices.

Prior to the Public Hearing on June 19th, the Planning & Zoning Board will hear this matter on 6-12-2012. The public may attend either or both.

A Public Hearing will be held before City Council at their regularly scheduled meeting on Tuesday, June 19, 2012 at 7:00 PM at the City Hall Council Chambers, 1338 Rumsey Avenue.

Letter from Neighboring Properties within 140 Feet

Dear Board Members:

I am familiar with the proposal by Gee Properties, LLC

who is requesting a Zone Change to D2 General Business, "self-limiting" use for only Professional Offices for the above referenced properties. It is my understanding that no other use normally available in D2 Zoning is being requested nor will then later be allowed.

I am the legal owner of 719 PLATINUM Owner's Name: RICK BROD
(Lot & block # or Address of Neighboring Property) (Neighboring Property)

I have NO OBJECTION to the Zone Change Request

Name: _____

Address: _____

Comments": _____

YES, I would like to be contacted when this topic comes before the City Council or the P&Z Board.

E-mail address: _____ or Phone: _____

NO, I would not like to be contacted when this topic comes before the City Council or the P&Z Board.

I OBJECT to the Zone Change Request

Name: RICK BROD

Address: 719 PLATINUM DR.

Comments": _____

YES, I would like to be contacted when this topic comes before the City Council or the P&Z Board.

E-mail address: flyman53@msn.com or Phone: 587-9744

NO, I would not like to be contacted when this topic comes before the City Council or the P&Z Board.

Please return to: City of Cody
Planning, Zoning and Adjustment Board
Attention: Planning Department
PO Box 2200
Cody, WY 82414

Dear Planning and Zoning Board,

Once again Allen and Virginia Gee are requesting a zone change for their Properties at 702 and 708 Platinum Dr. After being denied at their last request, they were asked to wait for City Planning to develop a Master Plan. Apparently they are ignoring that request.

The Gees were aware how Platinum Dr. was zoned when they purchased the properties, but like many people that move to Cody, they want to change things to suit themselves.

According to the Gees, their property on Platinum Drive is the only available and most suitable location for their healthcare building in Cody. It seems to me that there are many locations to build in this town that are not in a residential area. I don't believe their planned clinic would fit in on our residential street.

The property owners on Platinum are being told that their property values will, when sold, be higher as commercial zoning than they are now as residential zoning. No one I have spoken to on Platinum is interested in selling their property, that is not why we bought our homes on Platinum. We bought here to live here.

When I bought my home in 2000, this was a quiet street. When someone drove by, they waved and you usually knew them. Then the Lindsay Lane development came along. We did not think it would impact us much here on Platinum. I was told that the exit that most people use would be for emergency only. I was foolish to believe the Public Works Director, Steve Payne, when he told me that it wouldn't impact our neighborhood.

Now we have some City Councilmen telling us that the proposed clinic at the end of Platinum would be a good thing. I just don't see it that way.

I am a hardworking member of Cody's workforce, living what I consider the American dream, owning my own home on a nice street.

I am asking the Board to deny this zoning change request and keep Platinum Dr. the nice place to live as it is now.

Thank you for listening

A proud property owner at 719 Platinum Dr.

Rick 'Fly' Brod

Letter to Neighboring Properties within 140 Feet

Please return this letter by: **6-12-2012**

Date: 5-29-2012

RE: **ZONE CHANGE REQUEST**

Applicant Name: Gee Properties Wyoming, LLC

Phone #: 307-587-1985

Address/Location & Legal Description:

702 & 708 Platinum Dr. / BROWN'S 2ND ADD'N LOT 24, LOT 25 & W 12 1/2' OF LOT 26 -

Description of Request: We are requesting a zone change from Residential B to D2 General Business, "self-limiting" use for only Professional Offices, in order to build a Professional Medical Offices.

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A Public Hearing will be held before City Council at their regularly scheduled meeting on Tuesday, June 19, 2012 at 7:00 PM at the City Hall Council Chambers, 1338 Rumsey Avenue.

Letter from Neighboring Properties within 140 Feet

Dear Board Members:

I am familiar with the proposal by Gee Properties, LLC

who is requesting a Zone Change to D2 General Business, "self-limiting" use for only Professional Offices for the above referenced properties. It is my understanding that no other use normally available in D2 Zoning is being requested nor will then later be allowed.

I am the legal owner of _____ Owner's Name: _____
(Lot & block # or Address of Neighboring Property) (Neighboring Property)

I have NO OBJECTION to the Zone Change Request

Name: _____
Address: _____
Comments": _____

YES, I would like to be contacted when this topic comes before the City Council or the P&Z Board.

E-mail address: _____ or Phone: _____

NO, I would not like to be contacted when this topic comes before the City Council or the P&Z Board.

I OBJECT to the Zone Change Request

Name: Cindy Wildman
Address: 7141 Platinum Dr Cody 82414
Comments": Please See Attached Letter

YES, I would like to be contacted when this topic comes before the City Council or the P&Z Board.

E-mail address: _____ or Phone: _____

NO, I would not like to be contacted when this topic comes before the City Council or the P&Z Board.

Please return to: City of Cody
Planning, Zoning and Adjustment Board
Attention: Planning Department
PO Box 2200
Cody, WY 82414

6/5/2012

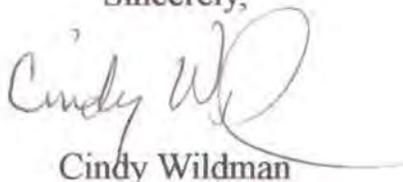
To Whom It May Concern:

Twelve years ago I had a dream of owning my own home. I moved to this neighborhood twelve years ago. The reason I picked this neighborhood is because it was a quiet and nice neighborhood to raise a family. It is where kids could safely ride their bikes or play.

We are a family here on this street. When someone needs help we all pitch in. For example: We mow and water the lawn, keep an eye on their place if they are out of town,

By changing the residential to a D2 ZONE would change it drastically. All of the residents in this residential neighborhood want to keep it a residential.

Sincerely,



Cindy Wildman

Letter to Neighboring Properties within 140 Feet

Please return this letter by: 6-12-2012

Date: 5-29-2012

RE: **ZONE CHANGE REQUEST**

Applicant Name: Gee Properties Wyoming, LLC

Phone #: 307-587-1985

Address/Location & Legal Description:

702 & 708 Platinum Dr. / BROWN'S 2ND ADD'N LOT 24, LOT 25 & W 12 1/2' OF LOT 26 -

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Letter from Neighboring Properties within 140 Feet

Dear Board Members:

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who is requesting a Zone Change to D2 General Business, "self-limiting" use for only Professional Offices for the above referenced properties. It is my understanding that no other use normally available in D2 Zoning is being requested nor will then later be allowed.

I am the legal owner of Lot 15 W 2 Lot 16
(Lot & block # or Address of Neighboring Property)

Owner's Name: HARRIETT HUMPHREYS
(Neighboring Property)

I have NO OBJECTION to the Zone Change Request

Name: _____

Address: _____

Comments": _____

YES, I would like to be contacted when this topic comes before the City Council or the P&Z Board.

E-mail address: _____ or Phone: _____

NO, I would not like to be contacted when this topic comes before the City Council or the P&Z Board.

I OBJECT to the Zone Change Request

Name: HARRIETT E HUMPHREYS

Address: 707 PLATINUM

Comments": _____

YES, I would like to be contacted when this topic comes before the City Council or the P&Z Board.

E-mail address: _____ or Phone: _____

NO, I would not like to be contacted when this topic comes before the City Council or the P&Z Board.

Please return to: City of Cody
Planning, Zoning and Adjustment Board
Attention: Planning Department
PO Box 2200
Cody, WY 82414

Letter to Neighboring Properties within 140 Feet

Please return this letter by: 6-12-2012

Date: 5-29-2012

RE: **ZONE CHANGE REQUEST**

Applicant Name: Gee Properties Wyoming, LLC.

Phone #: 307-587-1985

Address/Location & Legal Description:

702 & 708 Platinum Dr. / BROWN'S 2ND ADD'N LOT 24, LOT 25 & W 12 1/2' OF LOT 26 -

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I am the legal owner of 720 PLATINUM DR.
(Lot & block # or Address of Neighboring Property)

Owner's Name: FRED & PEG STROW
(Neighboring Property)

I have NO OBJECTION to the Zone Change Request

Name: _____

Address: _____

Comments": _____

YES, I would like to be contacted when this topic comes before the City Council or the P&Z Board.

E-mail address: _____ or Phone: _____

NO, I would not like to be contacted when this topic comes before the City Council or the P&Z Board.

I OBJECT to the Zone Change Request

Name: FRED & PEG STROW

Address: 720 PLATINUM DR. Cody Wyo. 82414

Comments": _____

YES, I would like to be contacted when this topic comes before the City Council or the P&Z Board.

E-mail address: _____ or Phone: 587-9426

NO, I would not like to be contacted when this topic comes before the City Council or the P&Z Board.

Please return to: City of Cody
Planning, Zoning and Adjustment Board
Attention: Planning Department
PO Box 2200
Cody, WY 82414

Letter from Neighboring Properties within 140 Feet

Dear Board Members:

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who is requesting a Zone Change to D2 General Business, "self-limiting" use for only Professional Offices for the
above referenced properties. It is my understanding that no other use normally available in D2 Zoning is being requested nor
will then later be allowed.

I am the legal owner of 731 Platinum Owner's Name: Debra Sue Bertsch
(Lot & block # or Address of Neighboring Property) *(Neighboring Property)*

I have NO OBJECTION to the Zone Change Request

Name: _____

Address: _____

Comments": _____

YES, I would like to be contacted when this topic comes before the City Council or the P&Z Board.

E-mail address: _____ or Phone: _____

NO, I would not like to be contacted when this topic comes before the City Council or the P&Z Board.

I OBJECT to the Zone Change Request

Name: Debra Sue Bertsch

Address: 2426 Sulphur creek St

Comments": _____

YES, I would like to be contacted when this topic comes before the City Council or the P&Z Board.

E-mail address: _____ or Phone: _____

NO, I would not like to be contacted when this topic comes before the City Council or the P&Z Board.

Please return to: City of Cody
Planning, Zoning and Adjustment Board
Attention: Planning Department
PO Box 2200
Cody, WY 82414



Todd Stowell <tstowell@cityofcody.com>

701 and 702 Platinum

5/21/2012

Scott Wilson <scott@frontierneuro.com>

Thu, Jun 7, 2012 at 11:09 AM

To: todd@cityofcody.com

To Mr. Todd Stowell,

This email is in regards to the upcoming recommendations for Platinum from PNZ. I am employed by Frontier Neurosciences. I provide direct patient care with Dr. Gee and I am excited about the opportunity to increase our services to Cody and the Big Horn Basin. The facility we are proposing would not only be unique to Cody but to Wyoming. My request, as an interested party, is that the adjacent property zoning be taken into account for the zoning of Platinum. The stop light on 8th street has placed the residents on Platinum in a greatly increased traffic situation. The commercial use of the adjacent streets, Lindsay and Allen, are more in line with the major 8th street commercial corridor. Thank you for your consideration of the appropriate zoning for Platinum.

Scott Wilson, P.A.-C.



Platinum property rezone

Jay Nielson <jay@nielsonandassociates.com>
To: ToddS@cityofcody.com
Cc: Nielson Jay <jay@nielsonandassociates.com>

Wed, Jun 6, 2012 at 7:47 PM

Todd,

I would like to issue you this letter of support for the re-zoning requested by Dr. Allen Gee for the Platinum property. I do not know if I will have the ability to be present at the actual meeting but please know that I will be there if I can. Dr. Gee is an asset to this community and provides needed medical services that could be sorely missed if he should ever choose to move his practice.

Make no mistake, progress will happen in our community. What we can hope for is that the development that accompanies it is well thought out and has the future in mind. The Platinum property as well as the immediate surrounding area is a logical location that would allow for professional businesses in Cody to expand. In the absence of a "Professional" type zoning in Cody, a re-zone to Commercial makes sense. Medical offices are located in the immediate vicinity as well as banks, retail stores, restaurants and hotels.

Respectfully submitted,
Jay Nielson

Letter to Neighboring Properties within 140 Feet

Please return this letter by: **6-12-2012**

Date: 5-29-2012

RE: **ZONE CHANGE REQUEST**

Applicant Name: Gee Properties Wyoming, LLC

Phone #: 307-587-1985

Address/Location & Legal Description:

702 & 708 Platinum Dr. / BROWN'S 2ND ADD'N LOT 24, LOT 25 & W 12 1/2' OF LOT 26 -

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Letter from Neighboring Properties within 140 Feet

Dear Board Members:

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I am the legal owner of 1601 8th St.
(Lot & block # or Address of Neighboring Property)

Owner's Name: Sunset Properties,
William C. Garlow Jr
(Neighboring Property)

I have NO OBJECTION to the Zone Change Request

Name: SUNSET PROPERTIES, INC

Address: 1601 8TH ST

Comments": _____

YES, I would like to be contacted when this topic comes before the City Council or the P&Z Board.

E-mail address: _____ or Phone: _____

NO, I would not like to be contacted when this topic comes before the City Council or the P&Z Board.

I OBJECT to the Zone Change Request

Name: _____

Address: _____

Comments": _____

YES, I would like to be contacted when this topic comes before the City Council or the P&Z Board.

E-mail address: _____ or Phone: _____

NO, I would not like to be contacted when this topic comes before the City Council or the P&Z Board.

Please return to: City of Cody
Planning, Zoning and Adjustment Board
Attention: Planning Department
PO Box 2200
Cody, WY 82414



City of Cody, Wyoming

Dr. Gee Application

Matt Winslow <mwinslow@lawyer.com>

Tue, Jun 5, 2012 at 2:16 PM

To: ToddS@cityofcody.com

Todd,

I am writing to voice my support for Dr. Gee's application to build his office on Platinum Drive. His project will add much to the community and concerns about increased traffic are overstated. I think the facility will add much to the neighborhood and community as a whole.

I have known the Gee family through church and socially since they arrived in Cody. They have consistently worked to use their talents and energies to improve our town and I see this project as another example of the same. Put simply, Allen Gee is not looking to ruin anyone's neighborhood. He is looking to add to the quality of life here.

The area of the proposed office is already seeing significant professional activity and this use will continue that in a manner that is both low-impact, and socially responsible.

Thank you for considering this support for the project.

Matt Winslow

--

Matthew D. Winslow
Keegan & Winslow, P.C.
1233 Bleistein Avenue
P.O. Box 2930
Cody, Wyoming 82414

(307) 587-2385

Fax (307) 587-2095

CONFIDENTIALITY STATEMENT: This message is intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering the message solely to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone and destroy the original message. Thank you.



Mr. Stowell

Zoning on Platinum

Krista Clemens <krista@frontierneuro.com>
To: todd@cityofcody.com

Fri, Jun 8, 2012 at 9:20 AM

Dear Mr. Stowell

I am writing you in regards to the zoning issue on Platinum. As you know, the area around the street in question is already for the most part commercial. I can understand the arguments that are being presented, however, at this time, I believe that what they are opposing, has already come to pass. You have First Bank of Wyoming, the Best Western, and the Cody Medical Arts Building that already surrounds that street. I am asking that you please consider re-zoning Platinum Ave.

Thank you,

Krista M. Clemens

CONFIDENTIALITY NOTICE: This e-mail message, including any attachments, is for the sole use of the intended recipient(s). The information contained in this message is private and confidential, may contain legally protected health information and may be subject to one or more non-disclosure agreements, HIPAA privacy regulations and other laws. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply e-mail and destroy all copies of the original message.



Todd S. Keller

Zoning

Mary L. Keller <MKeller@uwyo.edu>
To: "ToddS@cityofcody.com" <ToddS@cityofcody.com>

Thu, Jun 7, 2012 at 9:12 PM

Dear Todd

I am Cody's biggest proponent of new urbanism and want to voice my support for Dr Gee's appeal for a zoning change. I want to have a small grocery store in walking distance of my house and I think it is great to integrate a healing arts center as a neighbor, especially since the building is being planned by an architect to welcome and embrace people. The old idea that only houses belong together has led to sterile neighborhoods where everyone needs a car to meet their basic needs. Small towns are the perfect scale for integrating small business and neighbors. Be brave and educate the community about the way new urbanism is revitalizing the small town model of neighbors who can walk to get to the services they need. Let's get Cody out of the box that car culture built us into.

Thank you for your consideration,
Mary L Keller, Ph D.
1025 Cody Ave

Sent from my iPhone

Public Hearing

ZONE CHANGE REQUEST

The City of Cody will hold a public hearing June 19, 2012 at 7:00 p.m. for as soon thereafter as practical at 1338 Rumsey Avenue, in Cody City Council Chambers to consider a request from Gee Properties, LLC for the following zone change. There will also be a Planning & Zoning meeting on this matter on June 12, 2012.

Gee Properties, LLC requests that the zoning be changed from Residential B to D2 General Business, "self-limiting" use for only Professional Offices.

The project is located at 702 and 708 Platinum Drive, Brown's 2nd addition, Lot 25 and 12 1/2' Lot 26, Brown's 2nd addition Lot 24 within a Residential B zone district. Information regarding the requested Special Exemption Permit is available at the Planning Department in City Hall or by calling (307)572-7511.

Publish: June 4, 2012 only

Legal No. 0761

J. Gee 6/4/12

PERSONAL REPRESENTATIVE DEED

KNOW ALL MEN BY THESE PRESENTS, Carri Neiman, Personal Representative of the Estate of Ellenore Larkin, deceased, of the County of Lewis and Clark, State of Montana, by Court Order in the Probate Matter No. 8742, Park County, Wyoming, granting her the authority to sell said below described premises to Gee Properties, LLC, a Wyoming Limited Liability Company of Park County, Cody, Wyoming hereby grants, remises, releases and forever warrants to convey by these presents do for the heirs, executors and administrators, remise, release and forever grant unto the said Gee Properties, LLC, as sole owner, and its heirs and assigns, forever, all such right, title, interest, property, possession, claim and demand as I have, as Personal Representative of the Estate of Ellenore Larkin, deceased, by the above referenced Court Order in or to all the following described premises, to-wit:

All of lot 25 and the West 12 1/2 feet of Lot 26, Brown's Second Addition, according to the plat recorded in Book "C" of Plats, Page 7, according to the records of the County Clerk and Recorded of Park County, State of Wyoming

TOGETHER WITH the improvements thereon and the water rights and appurtenances thereto or in otherwise belonging;

SUBJECT TO ALL reservations and exceptions contained in patents, and all other easements and right-of-way legally established or of record.

To have and to hold the said premises unto the said Gee Properties, LLC, as sole owner and its heirs and assigns, to their own proper use and behoof forever. So that I nor any other person in my name or behalf, or any other person in my name or behalf of the Estate of Ellenore Larkin, deceased, shall or will hereafter claim or demand any right or title to the premises or any part thereof, but they and everyone of them shall by theses presents be excluded and forever barred.

In Witness hereof, I have unto set my hand this 21 day of March 2011.


Carri Neiman, Personal Representative of the Estate of Ellenore Larkin, deceased

ACKNOWLEDGMENT

State of Wyoming)
)ss.
County of Park)

The foregoing instrument was acknowledged before me by Carri Neiman, Personal Representative of the Estate of Ellenore Larkin, deceased this 21 day of March, 2011.

Date: 5-29-2012

RE: **ZONE CHANGE REQUEST**

Applicant Name: Gee Properties Wyoming, LLC

Phone #: 307-587-1985

Address/Location & Legal Description:

702 & 708 Platinum Dr. / BROWN'S 2ND ADD'N LOT 24, LOT 25 & W 12 1/2' OF LOT 26 -

Description of Request: We are requesting a zone change from Residential B to D2 General Business, "self-limiting" use for only Professional Offices, in order to build a Professional Medical Offices.

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Letter from Neighboring Properties within 140 Feet

Dear Board Members:

I am familiar with the proposal by Gee Properties, LLC

who is requesting a Zone Change to D2 General Business, "self-limiting" use for only Professional Offices for the above referenced properties. It is my understanding that no other use normally available in D2 Zoning is being requested nor will then later be allowed.

I am the legal owner of 775 Platinum
(Lot & block # or Address of Neighboring Property)

Owner's Name: Ronald Decker
(Neighboring Property)

I have NO OBJECTION to the Zone Change Request

Name: _____

Address: _____

Comments": _____

YES, I would like to be contacted when this topic comes before the City Council or the P&Z Board.

E-mail address: _____ or Phone: _____

NO, I would not like to be contacted when this topic comes before the City Council or the P&Z Board.

I OBJECT to the Zone Change Request

Name: Ronald Decker

Address: 775 Platinum, Cody WY 82414

Comments": no zone change

YES, I would like to be contacted when this topic comes before the City Council or the P&Z Board.

E-mail address: _____ or Phone: 899 8264

NO, I would not like to be contacted when this topic comes before the City Council or the P&Z Board.

Please return to: City of Cody
Planning, Zoning and Adjustment Board
Attention: Planning Department
PO Box 2200
Cody, WY 82414

Letter to Neighboring Properties within 140 Feet

Please return this letter by: **6-12-2012**

Date: 5-29-2012

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Phone #: 307-587-1985

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I am the legal owner of 702 ALLEN AVE. Owner's Name: DALE & LUCILLE SCHMOLDT
(Lot & block # or Address of Neighboring Property) (Neighboring Property)

I have NO OBJECTION to the Zone Change Request

Name: DALE SCHMOLDT

Address: 702 ALLEN AVE. CODY, WY 82414

Comments": _____

YES, I would like to be contacted when this topic comes before the City Council or the P&Z Board.

E-mail address: _____ or Phone: _____

NO, I would not like to be contacted when this topic comes before the City Council or the P&Z Board.

I OBJECT to the Zone Change Request

Name: _____

Address: _____

Comments": _____

YES, I would like to be contacted when this topic comes before the City Council or the P&Z Board.

E-mail address: _____ or Phone: _____

NO, I would not like to be contacted when this topic comes before the City Council or the P&Z Board.

Please return to: City of Cody
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Attention: Planning Department
PO Box 2200
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I am the legal owner of 713 Platinum Dr. Owner's Name: Gordon Ross
(Lot & block # or Address of Neighboring Property) (Neighboring Property)

I have NO OBJECTION to the Zone Change Request

Name: _____

Address: _____

Comments": _____

YES, I would like to be contacted when this topic comes before the City Council or the P&Z Board.

E-mail address: _____ or Phone: _____

NO, I would not like to be contacted when this topic comes before the City Council or the P&Z Board.

I OBJECT to the Zone Change Request

Name: Gordon Ross

Address: 713 Platinum Dr. Cody, Wyo. 82414

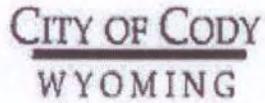
Comments": Extra traffic - Probabal EMS Response - Fighting for OUR Properties

YES, I would like to be contacted when this topic comes before the City Council or the P&Z Board.

E-mail address: I will be there or Phone: _____

NO, I would not like to be contacted when this topic comes before the City Council or the P&Z Board.

Please return to:



Todd Stowell <todds@cityofcody.com>

Clinic

1 message

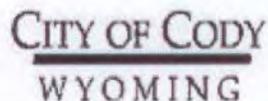
theoriley@lycos.com <theoriley@lycos.com>

Mon, Jun 11, 2012 at 9:21 AM

To: todds@cityofcody.com

I am writing in support of Dr. Gee's request for rezoning of property on Platinum Drive. First, I believe that the concept of the clinic that he hopes to build is a step forward in his type of care and will involve several professionals treating the whole person rather than one physician managing symptoms, i.e. psychologists, yoga instructors etc. Second, I know that land in Cody is expensive and difficult to find, and Dr. Gee will be located close to other medical facilities and be able to build on land he has already purchased. I am not familiar with all aspects of this discussion and appreciate your consideration of my point of view.

Theo Riley, Ph.D.



Todd Stowell <todds@cityofcody.com>

Platinum Zoning Change

1 message

Garrett Growney <garrett.growney@pinnbank.com>
To: "ToddS@cityofcody.com" <ToddS@cityofcody.com>

Mon, Jun 11, 2012 at 10:18 AM

Dear Mr. Stowell,

If the timing is not too late, I am sending these comments to be forwarded to the Cody P&Z Board regarding the requested zoning change. I do not have a financial or business interest in the property or the applicant. I have spoken up before on this subject. It is only based on my experience in Cody as a citizen and commercial loan officer.

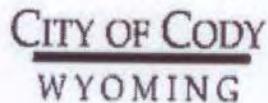
My point is not to argue with the neighbors within 140 feet who have a vested interest in the neighborhood. I respect their right to voice an opinion about their neighborhood. I do however think that their views are personal and seem to downplay the shameful condition these properties were in prior to Dr. Gee's investment. If they were left to rot as some of these smaller, older, residential properties in our city core will be, our entire city and the neighborhood is worse off.

Re-zoning or variances seem to be the best options to spur re-vitalization. Re-zoning would probably be the most appropriate since it addresses the overall use of the property within the city's zoning framework. I would like to see investment in our city (for a variety of logical reasons) and Dr. Gee is presenting us all with a deserving project. I am surprised that the neighbors would not favor this over having dangerous, noxious properties on their block - which these were. I believe the applicant has said he is willing to adapt his project to have the least impact on the neighborhood.

Thank you,
Garrett Growney

Garrett Growney
Vice President Commercial Loans
Pinnacle Bank Cody
NMLS #623905
1702 Sheridan Avenue
Cody WY 82414
307-527-7212
307-587-8309 fax

This communication, along with any attachments, is covered by federal and state law governing electronic communications and may contain confidential and legally privileged information. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution, use or copying of this message is strictly prohibited. If you have received this in error, please reply immediately to the sender and delete this message. Thank you.



Todd Stowell <todds@cityofcody.com>

Platinum Ave Clinic Space

1 message

Sarah Mikesell-Growney <mikesellgrowney@hotmail.com>

Mon, Jun 11, 2012 at 11:41 AM

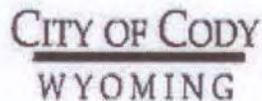
To: todds@cityofcody.com

Dear Todd:

I am writing a brief email to share my support for the request by the Gees to re-zone their property in order to allow the structure of a new clinic on Platinum Ave. Not only do I feel like that area is already very business oriented, I also think a doctor's office in a neighborhood is okay. One way or another, the Gee's will turn that property into something; a doctor's office is a boost to Cody. Cody continues to seek ways to expand our economy- I believe what the Gees would like to do with their new clinic not only serves our aging community and people seeking alternative types of treatment, but it also compliments our desire to expand our medical community. As our medical community expands and becomes more specialized, we are able to attract patients from outside the community, and make our community more desirable as a place of residence. Their new clinic will put local people to work building it, and then will be a new place of employment. My impression is that their past effort to obtain approval for this building was thwarted by a loud squeaky wheel, whereas, the support that I have heard from those around the community has been overwhelming.

I hope that you can forward this onto the committee, and I really urge the approval of this zone change. I appreciate you taking the time to consider my opinion.

Fondly,
Sarah Mikesell Growney
Independent Contractor
1308 Huff N Puff Ave.
Cody, WY 82414
307-250-0479



Todd Stowell <todds@cityofcody.com>

Re: Gee Re-zone

1 message

Mark Musser <mrmusser@mbauction.com>

Mon, Jun 11, 2012 at 8:04 PM

To: Jolene Osborne <joleneo@cityofcody.com>, Stowell Todd <todds@cityofcody.com>

Cc: Planning and Zoning <PandZ@cityofcody.com>

Todd, Jolene & fellow P&Z members,

Unfortunately, I am going to be in Casper for business meetings on Tuesday, so I won't be at the meeting.

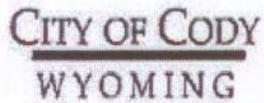
I would like to say for the record that I am IN FAVOR of Dr. Gee's request for a zone change from Residential B to D-2 General Business. I believe that this is a natural change for this neighborhood, and will compliment the medical complexes on Lindsay Lane. I think that Platinum Avenue is a natural for professional and or medical offices, and what Dr. Gee is requesting is a perfect fit.

Mark Musser

Sent from my iPhone

On Jun 11, 2012, at 4:56 PM, Jolene Osborne <joleneo@cityofcody.com> wrote:

- > Planning & Zoning Board,
- >
- > Please find the attached additional public and neighbor responses to the re-zoning application on Platinum Avenue. Hardcopies will be available at the meeting tomorrow.
- >
- > Thanks,
- >
- > --
- > Jolene Y. Osborne, EIT
- > City of Cody
- > 307-527-7511
- >
- >
- > All City of Cody electronic correspondence and attachments may be subject to public disclosure.
- > <More Neighbor responses.pdf>



Todd Stowell <todds@cityofcody.com>

Dr. Gee's Healing Clinic

1 message

Gladys Price <gjkp67@yahoo.com>

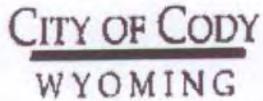
Mon, Jun 11, 2012 at 5:43 PM

Reply-To: Gladys Price <gjkp67@yahoo.com>

To: "ToddS@cityofcody.com" <ToddS@cityofcody.com>

I would like to let you know that I am in favor of Dr. Gee & his wife, Virginia's healing clinic on Platinum Ave. Knowing them both, I feel it will be run with utmost professionalism.

Gladys Price



Jolene Osborne <joleneo@cityofcody.com>

City of Cody P&Z Meeting Agenda 06/12/2012

Harold Musser <hrmusser@mbauction.com>
To: Jolene Osborne <JoleneO@cityofcody.com>

Tue, Jun 12, 2012 at 10:37 AM

Jolene,

City of Cody Planning and Adjustment Board Members:

Please add my comments to the record. I am in complete support of Dr. Gee's proposal. I believe that Todd is spot on in his analysis under Goal 12A. Employment opportunities and moderate growth are the most important goals to this community. Dr. Gee will build a clean and modern office complex and will employ more people.

This certainly is more beneficial to the residents of this community than the two old dilapidated houses that were on the property. I remember the 2 old houses that were there. They were eyesores and certainly not an asset to the community.

I applaud Dr. Gee in his plan to "self limit" the uses on his property should he get be successful in the rezoning of his property. This is in effect a deed restriction that would be forever attached to the property limiting it's use to a professional office. Although this has never been done before in the city, I believe that it is an excellent alternative. This would have a similar effect that a "Professional Office Overlay" would have in some of our Residential B zones. Hopefully, when our new Master Plan comes out, there will be some of these ideas put in place. As times change, we must adapt and change with them.

Thanks for your time,

Sincerely,

[Quoted text hidden]

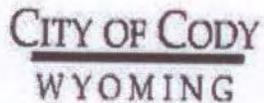
[Quoted text hidden]

All City of Cody electronic correspondence and attachments may be subject to public disclosure.

Harold Musser
Musser Bros. Inc.
Auctions & Real Estate

1131 13th Street, Suite 101
Cody, WY 82414

O: 307.587.2131
C: 307.272.2266
E: hrmusser@mbauction.com
W: www.mbauction.com



Todd Stowell <todds@cityofcody.com>

Gee re-zone request

2 messages

sue <sue@simpsongallaghergallery.com>
To: ToddS@cityofcody.com

Tue, Jun 12, 2012 at 11:34 AM

Dear Planning and Zoning members,

I heartily support Allen and Virginia Gee's re-zoning request for their property on Allen Avenue.

I have seen the plans and heard the Gees speak of their vision. I think their Medical Arts Building would be a great asset to our community and the neighborhood (I live two blocks away on Canyon Avenue). The Gees are talented, good people who are committed to a healthier and better life for others. I hope that you make a decision in their favor.

Sue Simpson Gallagher

sue <sue@simpsongallaghergallery.com>
To: ToddS@cityofcody.com

Tue, Jun 12, 2012 at 11:36 AM

Please replace Medical Arts Building with the word "Clinic".

Thank you

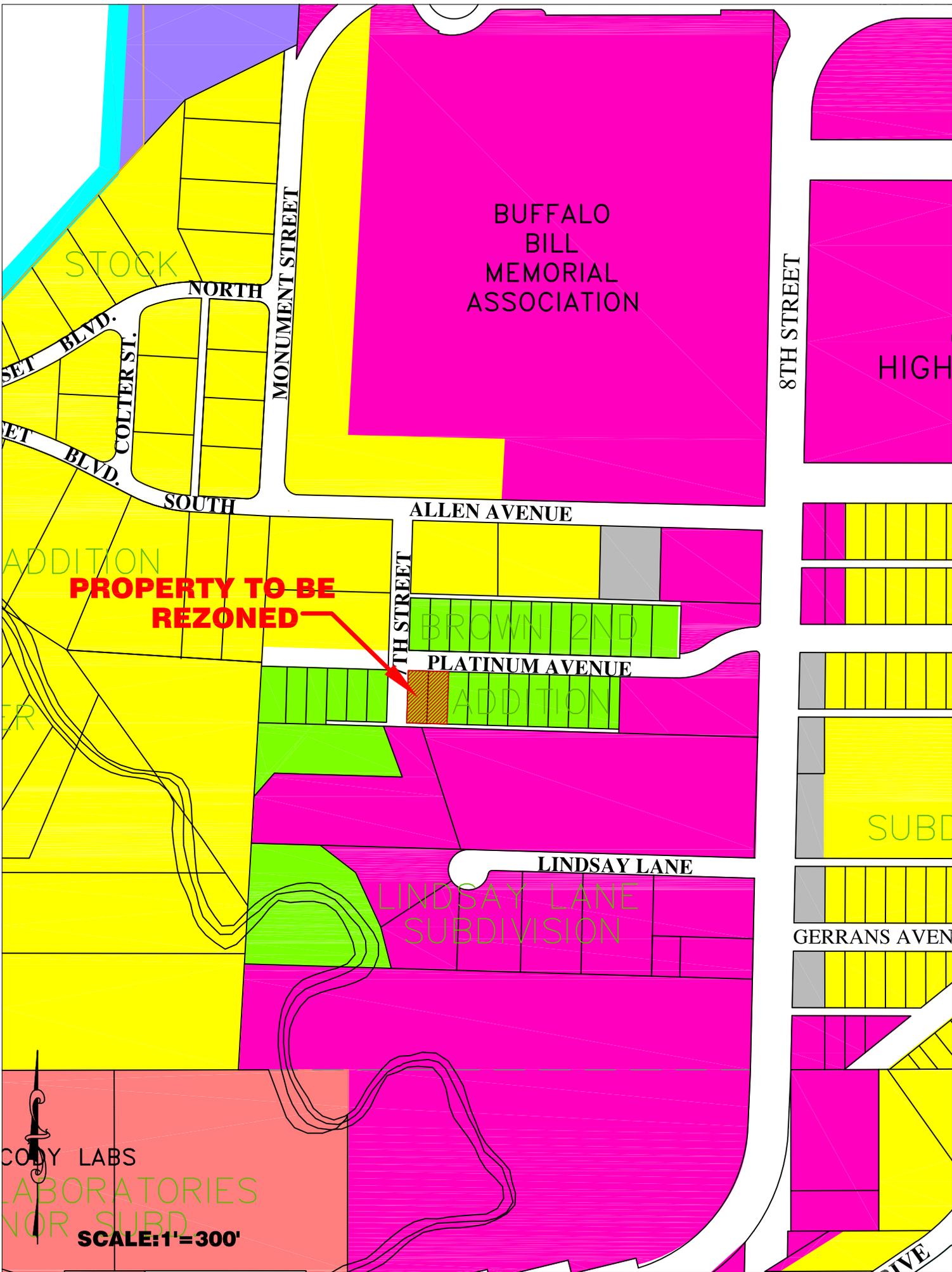
From: sue [mailto:sue@simpsongallaghergallery.com]
Sent: Tuesday, June 12, 2012 11:34 AM
To: 'ToddS@cityofcody.com'
Subject: Gee re-zone request

[Quoted text hidden]

Petition to deny D-2 Zoning by Gee Properties LLC.

Petition summary	Special Exemption Permit Request for Platinum Drive by Gee Properties LLC
Action proposed	We, the undersigned, are concerned citizens who urge our Elected Officials to act now to DENY the Special Exemption Permit Request for Platinum Drive. The undersigned object to the special exemption permit request for Platinum Drive.

Street Address	Legal Owner	Signature	Date
701 Platinum	Hannett E. Humphreys	Hannett E. Humphreys	6-7-12
713 Platinum Dr	Gooden Floss	Gooden Floss	6-7-12
731 Platinum Dr	Debra S. Bertsch	Debra S. Bertsch	6-7-12
755 Platinum Dr.	Kim Lockwell & Leslee Lockwell	Kim Lockwell	6-7-12
744 Platinum Dr	Don Beaylock	Don Beaylock	6-7-12
720 Platinum Dr	Paul S. Pegg	Paul S. Pegg	6-7-12
732 Platinum Dr.	Patricia C. Smith Todd	Patricia C. Smith	6-7-12
756 Platinum Dr	Russell & Mayle Sell	Mayle Sell	6-7-12



PROPERTY TO BE REZONED

BUFFALO
BILL
MEMORIAL
ASSOCIATION

HIGH

ALLEN AVENUE

BROWN-2ND

PLATINUM AVENUE

ADDITION

LINDSAY LANE

LINDSAY LANE
SUBDIVISION

SUBD

GERRANS AVENUE

CODY LABS
LABORATORIES
SUBD

SCALE: 1"=300'

LIVE

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. 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 James Michel and/or Curtis Cheney and/or
Michael Messenger
Person Represented Fred Straw and/or Straw Family Trust

Date you wish to appear before the Council June 19, 2012

Mailing Address PO Box 111, Thermopiles Telephone 307-201-5541

E-Mail Address james@messengeroverfield.com

Preferred form of contact: Telephone _____ E-Mail

Names of all individuals who will speak on this topic James Michel,
Curtis Cheney, Fred Straw

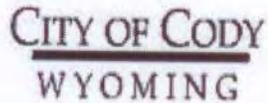
Event Title (if applicable) _____

Date(s) of Event (if applicable) _____

Full description of topic to be discussed (include all relevant information, attach additional sheet if necessary) Speak in Opposition to Zone
Change from Residential B to D2 General Business
to build Professional Medical Offices at 702
and 703 Platinum Drive

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

Signature [Signature] Date 6-7-12



Todd Stowell <todds@cityofcody.com>

Gee re-zone request

2 messages

sue <sue@simpsongallaghergallery.com>
To: ToddS@cityofcody.com

Tue, Jun 12, 2012 at 11:34 AM

Dear Planning and Zoning members,

I heartily support Allen and Virginia Gee's re-zoning request for their property on Allen Avenue.

I have seen the plans and heard the Gees speak of their vision. I think their Medical Arts Building would be a great asset to our community and the neighborhood (I live two blocks away on Canyon Avenue). The Gees are talented, good people who are committed to a healthier and better life for others. I hope that you make a decision in their favor.

Sue Simpson Gallagher

sue <sue@simpsongallaghergallery.com>
To: ToddS@cityofcody.com

Tue, Jun 12, 2012 at 11:36 AM

Please replace Medical Arts Building with the word "Clinic".

Thank you

From: sue [mailto:sue@simpsongallaghergallery.com]
Sent: Tuesday, June 12, 2012 11:34 AM
To: 'ToddS@cityofcody.com'
Subject: Gee re-zone request

[Quoted text hidden]

MEETING DATE: JUNE 19, 2012
DEPARTMENT: ADMINISTRATIVE SERVICES
PREPARED BY: SARA WEAD, ASSISTANT
ADMINISTRATIVE SERVICE OFFICER
DEPT. DIR. APPROVAL: _____
CITY ADM. APPROVAL: _____

AGENDA ITEM SUMMARY REPORT **Application for a New Pawnbroker License**

ACTION TO BE TAKEN:

Consider a request to approve a pawnbroker license for Bob Carter of Outdoor Sports Center contingent upon receiving a copy of a valid State of Wyoming Pawnbroker license.

SUMMARY OF INFORMATION:

Per City Ordinance, no person shall at any time carry on the business of a pawnbroker without making application for and obtaining and paying in advance the annual license fee of one hundred dollars; and unless a person has first obtained a license from the administrator of the Wyoming uniform consumer credit code, authorizing him to engage in business of making supervised loans, he shall not engage in business as a pawnbroker.

Bob Carter of Outdoor Sports Center has submitted an application for a new pawnbroker license. Outdoor Sports Center is located at 1138 12th St and carries guns and sporting goods. Outdoor Sports Center previously had a pawnbroker license from 2003 through 2008. Mr. Carter has submitted an application for a State of Wyoming Pawnbroker and it is currently pending. If approved, the license fee of \$100 must be paid and proof of the State of Wyoming Pawnbroker license must be received before issuance of the license.

FISCAL IMPACT

The City would receive \$100 if the application is approved and \$100 each year thereafter for the annual license renewal.

ALTERNATIVES

1. City Council may deny issuing the pawnbroker license.

ATTACHMENTS

Pawnbroker license application.

AGENDA & SUMMARY REPORT TO:

Bob Carter 587-9526

AGENDA ITEM NO. _____



City of Cody
Pawnbroker License Application

Renewal

New License

License Period: January 1, _____ to December 31, 2012

Name of Applicant/Business: OUTDOOR SPORTS CENTER

Name(s) of Principal Business Owner(s): BOB CARTER

Street Address of Applicant: 1138 12TH ST

Mailing Address of Applicant: SAME

Phone No. of Applicant: 307 587-9526

State Sales Tax No. 11-0-02850

Fax No. of Applicant: 307 587-4998

Email Address: _____

State of Wyoming Pawnbroker License Number _____

[Signature]
Signature of Applicant

5-30-12
Date

Required Attachments:

- Copy of valid State of Wyoming Pawnbroker License
- \$100.00 license fee

For City Use Only

License Fee \$	_____
Date Paid	_____
License No	_____

I do not intend to renew this license

Signature _____

RESOLUTION NO. 2012-13

**A RESOLUTION SUPPORTING A
ONE PERCENT EXCISE TAX FOR INFRASTRUCTURE IMPROVEMENTS**

WHEREAS, the Governing Body of the City of Cody recognizes the City's responsibility to provide and maintain critical infrastructure systems which are necessary for daily operations in the Cody community and surrounding area; and

WHEREAS, the Governing Body of the City of Cody recognizes current municipal revenue streams limit the City's financial ability to repair and maintain substantial infrastructure needs, prolonging essential infrastructure maintenance and repairs; and

WHEREAS, local government revenue generated from Sales, Use, and Property Tax, funding from the State of Wyoming through Consensus Funding and Direct Distribution Appropriation, and other miscellaneous sources of income have been insufficient to meet the increasing demands of continuing essential services for the next three years and are anticipated to decrease in the foreseeable future; and

WHEREAS, the costs of providing essential services and capital expenditure requirements are expected to increase for the next three years; and

WHEREAS, even though revenues have decreased, and costs have increased, the City of Cody believe that the service provided to the public should be maintained to the highest degree possible; and

WHEREAS, the Governing Body of the City of Cody therefore supports the proposition of a one percent (1%) excise tax upon retail sales of tangible personal property, admissions and services made within the county, for this purpose to be approved by the electors of Park County, as allowed by Wyoming State Statute 39-15-204(a)(i); and

WHEREAS, the Governing Body of the City of Cody recognizes these funds shall be spent exclusively on capital infrastructure expenditures and associated maintenance expenditures including, but not limited to projects relating to roads, streets, alleys, curbs, gutters, sidewalks, storm sewers, bridges, and water, sewer, and electrical projects; and

WHEREAS, the Governing Bodies of the City of Cody, City of Powell, Town of Meeteetse and Park County have approved and entered into a Memorandum of Understanding solidifying the intent, use and purpose of the one percent excise tax for infrastructure improvements.

NOW, THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CODY, that the City of Cody endorses, supports and approves the proposition of a one percent excise tax upon retail sales of tangible personal property, admissions and services made within the county, for this purpose to be approved by the electors of Park County as allowed by Wyoming State Statute 39-15-204(a)(i) in the November 2012 General Election.

PASSED, APPROVED AND ADOPTED on this 19th day of June 2012.

CITY OF CODY, WY

NANCY TIA BROWN, MAYOR

ATTEST:

CYNTHIA BAKER, ADMINISTRATIVE SERVICES OFFICER

CERTIFICATE

I, _____, hereby certify that the foregoing Resolution was adopted by the City Council of the City of Cody at a regular meeting held on _____, and that the meeting was held according to law; and that the said Resolution has been duly entered into the minute book of the City of Cody.

CYNTHIA BAKER, ADMINISTRATIVE SERVICES OFFICER

MEETING DATE: JUNE 19, 2012
DEPARTMENT: PUBLIC WORKS
PREPARED BY: STEPHEN PAYNE, PE
DEPT. DIR. APPROVAL: _____
CITY ADM. APPROVAL: _____
PRESENTED BY: STEPHEN W. PAYNE, PE

AGENDA ITEM SUMMARY REPORT

PROJECT AGREEMENT CODY WEST TRANSMISSION PIPELINE

ACTION:

The Wyoming Water Development Commission (WWDC) requests that the Mayor and Council pass a Resolution that authorizes the Mayor to execute project documents approving participation, accepting the financing package and approving the repair and maintenance account for the Cody Water Transmission Pipeline Project.

The WWDC has granted the City of Cody a \$408,700.00 grant to assist in the construction of the new water main planned for the West Strip. In April the Council authorized the Mayor to sign the Project Agreement with the WWDC for the project, but the WWDC also requires this resolution.

SUMMARY:

In FY 2011-2012 the Council authorized the submittal of a grant application to the WWDC for water main improvements along the south side of the West Strip from Cassie's west to The Cody. The water main improvements are necessary to provide better service pressures and volumes to existing business, but will also have the benefit of enabling future commercial growth along this corridor.

FISCAL IMPACT

The West Strip Project has been estimated to cost \$604,994 to complete. By the Agreement, the project cost has been rounded up to \$610,000 of which \$408,700 would be grant funded and the remainder (\$201,300) would be funded from the Water Enterprise Fund. Also, there is the requirement of saving an additional \$20,000 per year for the next five (5) years.

ALTERNATIVES

1. There is no alternative if the Council wants to use WWDC funds on this project.

RECOMMENDATION

Staff recommends that the Mayor and Council pass a Resolution (Resolution 2012-16) that authorizes the Mayor to execute project documents approving participation, accepting the financing package and approving the repair and maintenance account for the Cody Water Transmission Pipeline Project.

ATTACHMENTS

Resolution 2012-16

AGENDA & SUMMARY REPORT TO:

N/A

AGENDA ITEM NO. _____

RESOLUTION 2012-16

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE PROJECT DOCUMENTS APPROVING PARTICIPATION, ACCEPTING THE FINANCING PACKAGE, AND APPROVING THE REPAIR AND MAINTENANCE ACCOUNT FOR THE CODY WATER TRANSMISSION PIPELINE PROJECT, ON BEHALF OF THE GOVERNING BODY OF THE CITY OF CODY

WITNESSETH:

WHEREAS, the governing body of the City of Cody has identified the need for a larger water transmission line to provide improved volume and pressure on the West Strip; and

WHEREAS, the Wyoming Water Development Commission has approved the City's Level III request and appropriated \$408,700 for the Cody Water Transmission Pipeline Project in the form of a grant; and

WHEREAS, the governing body of the City of Cody wishes to use the grant to complete the project which is crucial to the safety and well-being of its citizens;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE City of Cody, that Nancy Tia Brown, Mayor, is hereby designated as the authorized representative of the City of Cody to act on behalf of the Governing Body on all matters relating to this grant application including execution of the documents approving participation, accepting the financing package, and approving the repair and maintenance account.

PASSED, APPROVED AND ADOPTED THE 19th day of June 2012.

Nancy Tia Brown, Mayor

Attest:

Cynthia Baker, Administrative Services Officer

RESOLUTION NO. 2012 - 18

**A Resolution designating off-leash areas for dogs
within the City of Cody, Wyoming**

WHEREAS, the City of Cody Code, Section 5-3-2, generally requires pets to be tethered by a leash and generally prohibits animals, when off the premises of their owner, from being off a leash; and

WHEREAS, the City of Cody Code also allows the governing body to designate, by resolution, certain areas of the City which may be exempt from the leash law requirements; and

WHEREAS, the governing body finds that certain parts of Cody, Wyoming, should be designated as off-leash areas so that people can allow their dogs to run, play and exercise without being tethered by a leash;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CODY that the City of Cody hereby designates the following areas as off-leash for dog exercise, play and training:

1. The fenced and signed area within Beck Lake Park identified as the City of Cody Beck Lake Dog Park;
2. The north Cody Shoshone River access area as shown on the attached Exhibit A, and as designated by signs on the site as the North Shoshone River Access;
3. That area within City limits within Beck Lake Park which is south of the canal and immediately adjacent to the land managed by U.S. Bureau of Land Management.

Except for the areas designated above, City of Cody Ordinance 5-3-2 shall apply to all other areas within the City of Cody.

PASSED, APPROVED AND ADOPTED ON THIS ____ DAY OF JUNE, 2012.

CITY OF CODY, WYOMING

ATTEST:

Mayor Nancy Tia Brown

Cynthia D. Baker
Administrative Services Officer

North Cody Shoshone Access (~138 Acres)
Section 29 of T53N, R101W, 6th P.M.



- Legend**
- Road_to_be_constructed
 - Barrier_To_Be_Installed
 - Parking_Area_To_Be_Constructed
 - - - Walk path to be constructed
 - Flying J
 - BOR lands
 - City of Cody
 - Husky Rapids

ORDINANCE NO. 2012 - 11

AN ORDINANCE PERTAINING TO THE USE OF A ONE PERCENT (1%) EXCISE TAX FOR THE CITY OF CODY, WY.

WHEREAS, the City of Cody has entered into a Memorandum of Understanding with the Board of Park County Commissioners, the City of Powell and the Town of Meeteetse agreeing that should a one percent (1%) excise tax pass in Park County Wyoming, the money will only be used for capital infrastructure projects and the specific maintenance of capital infrastructure.

Infrastructure is determined to include, but is not limited to projects involving public works related capital improvement projects such as roads, streets, alleys, curbs, gutters, sidewalks, storm sewers, bridges, and water, sewer and electrical projects. It does not include the construction of new buildings.

Maintenance is determined to include, but is not limited to the purchase of maintenance materials and contractual services that extend the useful life of the infrastructure mentioned such as oil, chips, grading H, asphalt, crack sealing, striping, concrete, slurry seal, sewer line relining, culverts, pipes, poles, cable, street lights, and transformers.

Further, the City of Cody shall not sign a resolution or any other document to continue a one percent (1%) excise tax unless the resolution is to support that the continuation of the tax be determined by the voters of Park County.

This ordinance shall become effective after final passage and publication in the Cody Enterprise.

PASSED ON FIRST READING MAY 15, 2012

PASSED ON SECOND READING JUNE 5, 2012

PASSED, ADOPTED AND APPROVED ON
THIRD AND FINAL READING _____

Nancy Tia Brown, Mayor

ATTEST:

Cynthia Baker
Administrative Services Officer

ORDINANCE 2012-12

AN ORDINANCE PROVIDING FOR THE AMOUNT OF TAX LEVY FOR THE CITY OF CODY, WYOMING FOR THE FISCAL YEAR ENDING JUNE 30, 2013.

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, 2013 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

 JUNE 5, 2012

PASSED ON SECOND READING:

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

Nancy Tia Brown, Mayor

ATTEST:

Cynthia Baker
Administrative Services Officer

ORDINANCE 2012-13

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, 2013.

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 \$36,193,731

SECTION 2. There is hereby appropriated for use in the General Fund and the Vehicle Replacement Fund, excess funds from the Solid Waste Fund, Water Fund, Wastewater Fund and the Electric Fund.

SECTION 3. The City anticipates having \$33,055,892 available in revenue and \$13,600,063 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 \$36,193,731 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	\$ 5,199,028	\$ 14,099,693	\$ 19,298,721	\$ 15,830,329
Solid Waste Fund	\$ 1,622,938	\$ 2,503,486	\$ 4,126,424	\$ 2,838,153
Water Fund	\$ 1,450,844	\$ 3,361,591	\$ 4,812,435	\$ 3,502,005
Wastewater Fund	\$ 1,249,557	\$ 1,199,616	\$ 2,449,173	\$ 1,501,346
Electric Fund	\$ 2,186,540	\$ 10,838,332	\$ 13,024,872	\$ 11,497,568
Vehicle Replacement Fund	\$ 1,866,691	\$ 409,676	\$ 2,276,367	\$ 424,000
Lodging Tax Fund	\$ 419	\$ 90,410	\$ 90,829	\$ 90,000
Public Improvements Fund	\$ 24,046	\$ 553,088	\$ 577,134	\$ 510,329
Total City Appropriation	\$ 13,600,063	\$ 33,055,892	\$ 46,655,955	\$ 36,193,731

General Fund	
Mayor - Council	\$ 320,360
City Attorney	\$ 83,587
City Administrator	\$ 141,217
Administrative Services	\$ 5,661,931
Police	\$ 2,876,303
Parks Maintenance	\$ 986,465
Public Facilities	\$ 516,830
Recreation Center	\$ 1,112,969
Aquatics	\$ 927,096
Community Development	\$ 610,814
Streets	\$ 2,250,056
Vehicle Maintenance	\$ 342,702
Public Transportation	\$ -
Total Requirements	\$ 15,830,329

Solid Waste	\$ 2,838,153
Total Requirements	\$ 2,838,153

Water Fund	\$ 3,502,005
Total Requirements	\$ 3,502,005

Wastewater Fund	\$ 1,501,346
Total Requirements	\$ 1,501,346

Electric Fund	\$ 11,497,568
Total Requirements	\$ 11,497,568

Lodging Tax Fund	\$ 90,000
Total Requirements	\$ 90,000

Vehicle Replacement Fund	\$ 424,000
Total Requirements	\$ 424,000

Public Improvements Fund	\$ 510,329
Total Requirements	\$ 510,329

PASSED ON FIRST READING:

JUNE 5, 2012

PASSED ON SECOND READING:

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

Nancy Tia Brown, Mayor

ATTEST:

Cynthia Baker, Administrative Services Officer

MEETING DATE: JUNE 19, 2012
DEPARTMENT: ADMINISTRATIVE SERVICES
PREPARED BY: LESLIE BRUMAGE
PRESENTED BY:

AGENDA ITEM SUMMARY REPORT

Interfund Loan

ACTION TO BE TAKEN:

Authorize an interfund loan from the General Fund to the Lodging Tax Fund for the purpose of paying Special Funding allocations as contracts and vouchers are received after July 1, 2012.

SUMMARY OF INFORMATION:

For FY12-13 the Council has approved the list of Special Funding allocations in the amount of \$89,000 to be paid from the Lodging Tax proceeds. Since the City receives Lodging Tax proceeds monthly we do not anticipate that the full amount of funding will be available to pay all the allocations as they are submitted. This would result in some requests being delayed several months until enough Lodging Tax proceeds have been received.

Under Wyoming State Statute 16-4-117 the City Council may authorize an interfund loan from one fund to another. By approving an interfund loan from the General Fund to the Lodging Tax the City would be able to pay the funding allocations as contracts and vouchers are received. The loan would begin July 1, 2013 and would be paid back in full by June 30, 2013 or as soon as Lodging Tax proceeds are available. There would be no interest charged on the loan.

FISCAL IMPACT

There is a sufficient unrestricted cash balance in the General Fund to support this loan without any significant impact on the General Fund.

ALTERNATIVES

1. Approve the interfund loan from the General Fund to the Lodging Tax Fund and pay Special Funding allocations as they are submitted.
2. Deny the interfund loan from the General Fund to the Lodging Tax fund and pay Special Funding allocations as Lodging Tax proceeds are received.

ATTACHMENTS

None

AGENDA & SUMMARY REPORT TO:

AGENDA ITEM NO. _____

None

RESOLUTION 2012-17

A RESOLUTION AUTHORIZING AN INTERFUND LOAN FROM THE GENERAL FUND TO THE LODGING TAX FUND IN AN AMOUNT NOT TO EXCEED \$89,000.

WITNESSETH:

WHEREAS, the governing body of the City of Cody has approved the Special Funding list for FY12-13 to be paid from the Lodging Tax proceeds; and

WHEREAS, the City of Cody receives Lodging Tax proceeds throughout the year and the full funding amount is not expected to be available immediately; and

WHEREAS, the governing body of the City of Cody wishes to pay the Special Funding allocations as contracts and vouchers are received after July 1, 2012; and

WHEREAS, under State Statute 16-4-117 the governing body of the City of Cody may authorize interfund loans from one fund to another;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE City of Cody, that:

- (1) A loan in the amount not to exceed \$89,000 is hereby authorized from the General Fund to the Lodging Tax Fund for payment of the Special Funding allocations;
- (2) The term of the loan shall be July 1, 2012 through June 30, 2013 at a zero interest rate; and
- (3) The loan shall be paid back in full by June 30, 2013 or as soon as funds are available from the Lodging Tax proceeds.

PASSED, APPROVED AND ADOPTED THE 19th day of June 2012.

Nancy Tia Brown, Mayor

Attest:

Cynthia Baker, Administrative Services Officer