

City of Cody City Council

AGENDA

Tuesday, March 1, 2011, 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

1. Mayor's Recognitions and Announcements

2. 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 – 2/10/11 Special Meeting Minutes and 02/15/11 Regular Meeting Minutes.
- b. Approve Vouchers and Payroll totaling \$442,118.25.
- c. Consider and accept minimum reserve for previously declared surplus vehicles and equipment and direct staff to proceed with the bid or auction process for the sale of these items.

3. 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.

4. Public Hearing

- a. A public hearing to determine if it is in the public interest to transfer ownership and location of Retail Liquor License currently held by Cooter Browns LLC, to Wal-Mart Stores at 321 Yellowstone Avenue.

5. Conduct of Business

- a. Consider transferring the Retail Liquor License ownership and location from Cooter Browns LLC to Wal-Mart Stores at 321 Yellowstone Avenue.
Spokesperson: John Dickson, Wal-Mart
Staff Reference: Jenni Rosencranse, Administrative Services
Director

6. Tabled Items

7. Matters from Staff Members

8. Matters from Council Members

Special City Council Meetings

Thursday, March 10, 2011 @ 4:00 p.m. – Council Chambers

Regular City Council Meeting

Tuesday, March 15, 2011 @ 7:00 p.m. – Council Chambers

City of Cody
Council Proceedings
Thursday, February 10, 2011

A special meeting of the Cody City Council was held in Council Chambers of City Hall in Cody, Wyoming on Thursday, February 10, 2011 at 4:00 p.m.

Present: Mayor Nancy Tia Brown, Council Members Steve Miller, Bryan Edwards, Charles Cloud, Jerry Fritz, Donny Anderson and Stan Wolz, City Administrator, Andy Whiteman, City Attorney, Scott Kolpitcke, Deputy Clerk Sara Wead

Absent: None

Mayor Nancy Tia Brown called the meeting to order at 4:04 p.m.

A letter of support, signed by the Mayor, to the State Land and Investment Board supporting West Park Hospital District's Mineral Royalty Grant Application was provided to Doug McMillan. The Mayor and Council directed staff to put this item on the February 15, 2011 agenda for ratification.

The Governing Body discussed the Canyon Avenue Public Meeting comments and alternatives staff has researched further. Steve Payne, Public Works Director discussed options provided at the previous meeting. Subcommittees were formed to further explore some of the options. No action was taken.

The Governing Body discussed pursuing the sale of the "pink" Colt Bus through an auction. The Mayor and Council directed staff to add the topic of the online public auction to the February 15, 2011 meeting agenda. No action was taken.

The Governing Body discussed implementing the "Smart Decision Service" as proposed by Wells Fargo Bank and will move forward with using the service. No action was taken.

The Governing Body discussed scheduling a pre-retreat facilitator and would like to move forward with scheduling the facilitator. Retreat dates, topics, will be discussed at a later date after the pre-retreat facilitator is scheduled. No action was taken.

The Governing body discussed the budget calendar and selected dates for budget work sessions. No action was taken.

The Governing Body discussed Council Member Cloud's request to participate in the National League of Cities and financial commitment required. Council Member Cloud will attend the conference in Washington D.C and will cover half of the expenses. No action was taken.

The Governing body reviewed the Council Agenda for February 15, 2011. No action was taken.

Rick Manchester, Parks, Recreation and Public Facilities Director updated council on the Deer Task Force meeting. The task force has developed a survey that will be mailed with the March utility bills.

Council President Miller made a motion seconded by Council Member Wolz to enter into executive session pursuant to Wyoming State Statute 16-4-405 at 6:17 p.m. to discuss potential litigation. Vote was unanimous. Council President Miller made a motion seconded by Council Member Anderson to exit out of executive session at 6:55 p.m. Vote was unanimous.

There being no further business to discuss, the Mayor adjourned the meeting at 6:56 p.m.

Jennifer Rosencranse
Administrative Services Director

Nancy Tia Brown
Mayor

City of Cody
Council Proceedings
Tuesday, February 15, 2011

A regular meeting of the Cody City Council was held in Council Chambers of City Hall in Cody, Wyoming on Tuesday, February 15, 2011 at 7:00 p.m.

Present: Council President Steve Miller, Council Members Jerry Fritz, Stan Wolz, Bryan Edwards, Charles Cloud and Donny Anderson, City Administrator, Andy Whiteman, City Attorney, Scott Kolpitcke, and Administrative Services Director, Jenni Rosencranse

Absent: Mayor Nancy Tia Brown

Council President Miller called the meeting to order at 7:00 p.m.

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

Council Member Wolz made a motion seconded by Council Member Cloud to approve the consent agenda including the approval of minutes from the 1/27/11 and 2/3/11 Special Meetings and 2/1/11 Regular Meeting; approve Vouchers and Payroll totaling \$1,216,192; reject all bids received regarding Bid 2011-02 for (1) New 2011 4x4 Utility Vehicle and re-bid the project to include a trade in of another vehicle; and approve a letter of support for West Park Hospital District's Wyoming State Land and Investment Board Application. Vote was unanimous.

Council Member Cloud made a request seconded by Council Member Anderson to approve a request from Cody High School to sponsor the \$850 fees and pay for them out of the council contingency fund for the 2011 Graduation Celebration to be held on May 28th and 29th, 2011. Vote was unanimous.

Council Member Fritz made a request seconded by Council Member Cloud to approve a request from the Cody Events Committee to close 12th Street between Sheridan Avenue and Beck Avenue from 10 a.m. to 4 p.m. on Saturday, March 12, 2011 for the Spring Fling Events, and to close Sheridan Avenue between 9th and 14th Street for the annual Spring Parade beginning at 4 p.m. contingent upon the Cody Events Committee providing liability insurance listing the City of Cody as an additional insured, receiving permission from WYDOT to close Sheridan Avenue, and approval to sponsor the parade fee out of the Council Contingency Fund. Vote was unanimous.

Council Member Fritz made a motion seconded by Council Member Wolz to approve a request from the Yellowstone Recreation Foundation to utilize the Bob Moore Parking Lot on Saturday, March 19, 2011 from 1 to 4 p.m., and allow the Foundation to pile snow on the lot to be used for the snow rodeo activities and contingent upon the Yellowstone Recreation Foundation to provide liability insurance listing the City of Cody as an additional insured and directed the Yellowstone Recreation Foundation to work with the Public Works Department on the specific details of the event. Vote was unanimous.

Council Member Fritz made a motion seconded by Council Member Anderson to approve a request from Lynn Houze, Assistant Curator of the Buffalo Bill Historical Center to close Sheridan Avenue in front of the Statute for approximately 20 minutes on Friday, February

25, 2011 for the annual FFA wreath laying ceremony, and allow traffic to be directed north through West Park Hospital's small parking lot.

Jenni Rosencranse, Administrative Services Director provided an update with regard to the public auction option and discussed where we are at with the terms and conditions document. No action was taken.

Since there was no further business to come before the Governing Body, Council President Miller adjourned the meeting at 7:47 p.m.

Jennifer R. Rosencranse
Administrative Analyst

Steve Miller
Council President

Vendor	Vendor Name	Invoice No	Description	Inv Date	Net Inv Amt	Amount Paid	Date PD	Inventory No
127557	A & I DISTRIBUTORS	2012374	antifreeze, extended life	02/16/2011	93.83			ANTIFREEZE
Total 127557					93.83	.00		
2390	ACE HARDWARE	201068	SUPPLIES	02/04/2011	5.49			
		201199	DUST PAN AND BROOM - REC CENTE	02/07/2011	16.49			
		201202	DOOR VIEWER	02/07/2011	10.49			
		201245	TOOLS	02/08/2011	4.29			
		201253	SPAYER	02/08/2011	12.99			
		201305	PAINT MACHINE SUPPLIES	02/09/2011	11.57			
		201440	PLASTIC CONTAINERS	02/11/2011	19.96			
		201518	SUPPLIES	02/12/2011	3.79			
		201564	SUPPLIES	02/14/2011	19.48			
		201572	PICKLE BALL BRACKET	02/14/2011	3.18			
		201592	STREET SIGNS	02/14/2011	7.53			
		201660	SUPPLIES	02/15/2011	21.48			
		201714	SUPPLIES	02/16/2011	15.98			
		201718	SUPPLIES FOR SERVICE TRUCK	02/16/2011	8.78			
		201733	SUPPLIES	02/16/2011	5.79			
		201745	SUPPLIES	02/16/2011	1.00			
		201770	SUPPLIES	02/17/2011	4.49			
		201814	SUPPLIES	02/17/2011	25.98			
Total 2390					198.76	.00		
126373	ADVANCED VETERINARY CARE	54766	CANINE CARE - ABBY	02/10/2011	619.97			
Total 126373					619.97	.00		
450	ALDRICH LUMBER CO	427961	SUPPLIES	02/09/2011	13.08			
		428065	SUPPLIES - NEW ST. LIGHTS	02/11/2011	186.00			
		428174	PLASTIC CONTAINERS	02/14/2011	13.47			
		428222	SUPPLIES	02/15/2011	5.79			
Total 450					218.34	.00		
126551	ALSCO	706581	RUGS - CITY HALL	02/01/2011	45.95			
		707739	TOWELS & RUGS	02/04/2011	93.03			
		709655	TOWELS	01/11/2011	29.54			
		710470	RUGS - CITY HALL	02/15/2011	45.95			
		710471	RUGS - AUDITORIUM	02/15/2011	159.43			
		710831	RUGS - SHOP	02/16/2011	6.73			
Total 126551					380.63	.00		
128592	AMERICAN WELDING & GAS, IN	01066775	CO2	11/15/2010	58.28			
		01164620	WELDING SUPPLIES	02/02/2011	67.75			
		01164621	WELDING SUPPLIES	02/02/2011	45.18			
		01167867	CO2	02/07/2011	134.45			
		01168980	WELDING SUPPLIES	02/08/2011	73.40			
		01173827	WELDING SUPPLIES	02/14/2011	157.21			
		01173828	CO2	02/14/2011	35.89			
		01177025	GLOVES	02/17/2011	31.98			
Total 128592					604.14	.00		
125609	ANIMAL CARE CLINIC	021011	CANINE CARE - BRUTE	02/10/2011	32.00			

Vendor	Vendor Name	Invoice No	Description	Inv Date	Net Inv Amt	Amount Paid	Date PD	Inventory No
Total 125609					32.00	.00		
128959	ASH, LUCAS	208	TOBACCO COMPLIANCE CHECKS (16)	02/16/2011	160.00			
Total 128959					160.00	.00		
128955	BACKROADS ENTERPRISES	70	CLEANING RAGS	01/12/2011	199.90			
			CLEANING RAGS		399.80			
			CLEANING RAGS		399.80			
			CLEANING RAGS		599.70			
			CLEANING RAGS		299.85			
			CLEANING RAGS		99.95			
Total 128955					1,999.00	.00		
1010	BEAR CO, INC	154922	TIRES - BOBCAT (RECYL CENTER)	02/16/2011	60.00			
Total 1010					60.00	.00		
1210	BIG HORN WHOLESALE	128721	CLEANING SUPPLIES	02/07/2011	1,428.58			
Total 1210					1,428.58	.00		
127191	BLAKESLEE, JAMES	223323	REC CENTER REFUND	02/11/2011	45.00			
Total 127191					45.00	.00		
1400	BOONE'S MACHINE SHOP	1928	DOZER RENTAL	01/21/2011	2,040.00			
		45778	SERVICE TRUCK BED	02/04/2011	38.26			
		45814	PLASTIC CONTAINERS	02/11/2011	8.74			
			LESS SALES TAX OF \$.34		.34 -			
		45835	PLASTIC CONTAINERS	01/16/2011	133.01			
		46212	PLASTIC CONTAINERS	01/28/2011	87.22			
		46238	SERVICE TRUCK BED	02/02/2011	139.44			
Total 1400					2,446.33	.00		
1420	BORDER STATES INDUSTRIES I	901964582	Cutout, non-loadbreak 100 amp 15KV	02/04/2011	872.50			C/O100NL15
		901964583	NEW SERVICE	02/04/2011	55.12			
		901991525	Cutout, non-loadbreak 100 amp 15KV	02/11/2011	626.85			C/O100NL15
			CABLE		811.19			
		902020104	Wire, primary 1/0 strd, jacketed,25KV	02/18/2011	23,906.64			WIRUGP1/025
Total 1420					26,272.30	.00		
123538	BRESNAN COMMUNICATIONS	11-EL SHOP	INTERNET - ELEC SHOP	02/02/2011	153.10			
		020411-PD	INTERNET - PD	02/04/2011	65.15			
Total 123538					218.25	.00		
1690	C & C WELDING	12771	CUT DOWN STRIPING TAPE	01/11/2010	5.00			
Total 1690					5.00	.00		
1930	CASELLE INC	37325	CASELLE MAINTENANCE AGREEMEN	02/01/2011	3,895.00			

Vendor	Vendor Name	Invoice No	Description	Inv Date	Net Inv Amt	Amount Paid	Date PD	Inventory No
Total 1930					3,895.00	.00		
124671	CDW GOVERNMENT, INC.	WDN0604	MAINTENANCE COPIER CITY HALL PRESENTER	01/17/2011	259.78 91.59			
		WKG7484	STYLUS FOR PDA	02/08/2011	36.08			
Total 124671					387.45	.00		
2260	CITY OF CODY	021411	UTILITIES	02/14/2011	409.26			
			UTILITIES		73.82			
		022111	UTILITIES	02/21/2011	2,343.59			
			UTILITIES		1,187.61			
			UTILITIES		4,188.47			
			UTILITIES		8,458.54			
			UTILITIES		1,582.52			
			UTILITIES		37.00			
			UTILITIES		1,709.11			
			UTILITIES		1,494.50			
			UTILITIES		650.77			
			UTILITIES		5,215.84			
		2711	RESTITUTION FROM MC-1101-023 DA\	02/07/2011	50.00			
Total 2260					27,401.03	.00		
2290	CLARK SAFETY/LOSS CONTROL	4380	SAFETY SUPPLIES	02/08/2011	188.29			
Total 2290					188.29	.00		
124707	CODY CHAMBER OF COMMERC	001033	TOBACCO COMPLIANCE CHECKS	02/17/2011	160.00			
Total 124707					160.00	.00		
123659	COLONIAL RESEARCH CHEMIC.	124321	SHOP SUPPLIES	02/07/2011	101.76			
Total 123659					101.76	.00		
3300	CRUM ELECTRIC	1204045-00	LIGHT BULBS	01/31/2011	89.60			
		1204048-00	LIGHT REPAIRS	02/14/2011	60.52			
		1205381-00	NEW SERVICE	02/04/2011	21.33			
		1206143-00	TOOLS	02/08/2011	36.29			
		1206161-00	ST LIGHT REPAIRS	02/08/2011	135.45			
		1206493-00	BATTERIES	02/09/2011	14.21			
		1207199-00	NEW ST LIGHTS	02/11/2011	33.66			
		1207241-00	ST LIGHT REPAIRS	02/11/2011	5.28			
		1207792-00	SUPPLIES	02/15/2011	28.80			
		1208729-00	NEW SERVICE	02/17/2011	6.29			
		1208863-00	SUPPLIES	02/18/2011	5.56			
			SAFETY SUPPLIES		11.95			
Total 3300					448.94	.00		
3343	CUSTOM DELIVERY SERVICE	140621	FREIGHT FOR CUTTING EDGES	01/31/2011	119.40			
		43563	SHIPPING - SCADA	01/31/2011	7.38			
Total 3343					126.78	.00		
3410	DANA KEPNER COMPANY	2211251-00	2" METER REGISTER	02/14/2011	224.75			

Vendor	Vendor Name	Invoice No	Description	Inv Date	Net Inv Amt	Amount Paid	Date PD	Inventory No
	Total 3410				224.75	.00		
127577	DASH MEDICAL GLOVES	INV54904	CLEANING SUPPLIES	02/07/2011	139.80			
	Total 127577				139.80	.00		
125899	DEPARTMENT OF FAMILY SERV	21711	3 BACKGROUND CHECKS ON VOLUNT	02/17/2011	30.00			
	Total 125899				30.00	.00		
124470	DIVISION OF VICTIM'S SERVICE	020411	CRIME VICTIM'S COMP - JAN 2011	02/04/2011	1,750.51			
	Total 124470				1,750.51	.00		
3765	DOMINO'S PIZZA	1777	PIZZA BY THE SLICE (LESS SALES TA	02/05/2011	49.94			20145
		1802	PIZZA BY THE SLICE (LESS SALES TA	02/11/2011	49.94			20145
	Total 3765				99.88	.00		
128152	DON F. SHREVE, JR. ESQ.	021511	PROFESSIONAL SERVICES	02/15/2011	1,065.18			
	Total 128152				1,065.18	.00		
127634	DWF GROWER SUPPLY	753410-00	GREENHOUSE SUPPLIES	02/14/2011	38.46			
	Total 127634				38.46	.00		
128960	DYE, UTANA	021711	REIMBURSE FOR CERTIFICATION	02/17/2011	205.00			
	Total 128960				205.00	.00		
128940	E-470 PUBLIC HIGHWAY AUTHC	1098404724	TRAVEL EXPENSES	09/29/2010	7.50			
	Total 128940				7.50	.00		
123442	EAGLE OF CODY	20811	ENVELOPES	02/08/2011	1,600.00			
	Total 123442				1,600.00	.00		
128686	ECOLAB PEST ELIM. DIV.	5916389	PEST CONTROL - REC CENTER	02/07/2011	115.00			
	Total 128686				115.00	.00		
2630	ENERGY WEST	020811	UTILITIES	02/08/2011	696.71			
			UTILITIES		1,358.96			
			UTILITIES		2,308.45			
			UTILITIES		297.36			
			UTILITIES		893.81			
		021411	UTILITIES	02/14/2011	1,094.80			
	Total 2630				6,650.09	.00		
126184	EVIDENT- CRIME SCENE PRODI	58228A	DRUG TEST KITS	01/31/2011	145.50			
	Total 126184				145.50	.00		
126109	EXPRESS POLICE SUPPLY	I7978301040	UNIFORMS C24	01/27/2011	54.99			

Vendor	Vendor Name	Invoice No	Description	Inv Date	Net Inv Amt	Amount Paid	Date PD	Inventory No
	Total 126109				54.99	.00		
4210	FARM PLAN CORPORATION	522446	BROOM ATTACHMENT HARDWARE	02/03/2011	99.93			
	Total 4210				99.93	.00		
126018	FASTENAL COMPANY 01WYCD\	/YCDY33354	SIGN BOLTS	02/03/2011	31.67			
		/YCDY33369	SERVICE TRUCK F02	02/04/2011	5.17			
		/YCDY33387	SIGN SUPPLIES	02/07/2011	625.89			
		/YCDY33438	NUTS & BOLTS	02/10/2011	29.60			
		/YCDY33481	NUTS & BOLTS	02/14/2011	10.17			
		/YCDY33507	SIGN MATERIALS	02/15/2011	51.76			
		/YCDY33514	ST LIGHT REPAIR	02/15/2011	220.38			
		/YCDY33572	SUPPLIES - VALLEY VIEW TANK	02/18/2011	33.83			
	Total 126018				1,008.47	.00		
128952	FBI COMMAND COLLEGE	020811	COURSE FEE - JASON STAFFORD	02/08/2011	800.00			
		021511	COURSE FEE - BEAU EGGER	02/15/2011	800.00			
	Total 128952				1,600.00	.00		
127301	FREMONT BEVERAGES INC	24015	Drink Syrups	02/07/2011	70.00			20004
	Total 127301				70.00	.00		
123014	GALLS, AN ARAMARK COMPAN'	511138455	INV. SUPPLIES UNIFORMS C19	02/27/2011	80.59 56.31			
	Total 123014				136.90	.00		
128957	GC CODY, LLC	110211	GC SUBDIVISION STORM DRAINAGE F	02/10/2011	24,900.00			
	Total 128957				24,900.00	.00		
124471	GOLDSBY, AMY	4194031	UTILITY DEPOSIT REFUND	02/04/2011	13.42			
	Total 124471				13.42	.00		
128953	GORTMAKER, CODY	021111	BASKETBALL REFEREE	02/11/2011	72.00			
	Total 128953				72.00	.00		
4780	HARRIS TRUCKING & CONST. C	020711	RESTITUTION FROM MC-1009-075 JOH	02/07/2011	280.00			
		121446	JERSEY BARRIERS	02/11/2011	1,400.00			
		PAY #9-2AB	PAY EST #9 - N CODY 2AB PROJECT	01/26/2011	13,189.40			
			PAY EST #9 - N CODY 2AB PROJECT		52,125.57			
			PAY EST #9 - N CODY 2AB PROJECT		26,062.78			
	Total 4780				93,057.75	.00		
6730	HD SUPPLY UTILITIES LTD	1658448-00	METER REPAIRS SYSTEM UPGRADE	01/31/2011	224.75 522.50			
		1665470-00	SAFETY SUPPLIES SYSTEM MAINTENANCE	02/07/2011	17.85 200.00			
			Arrestor, 10 kV MOV Overhead		977.10			ARR10KV

Vendor	Vendor Name	Invoice No	Description	Inv Date	Net Inv Amt	Amount Paid	Date PD	Inventory No
					1,942.20	.00		
128769	HEARTLAND PAPER COMPANY	K920099-1	SUPPLIES	02/10/2011	61.10			
					61.10	.00		
126019	I STATE TRUCK CENTER	51079889:01 51080524:01	WINDSHIELD FOR SANITATION TRUCK latch, hood	02/01/2011 02/15/2011	125.00 68.72			FTL680 880 01 60
					193.72	.00		
5170	ICMA RETIREMENT-457-#303143	021711	Contribution	02/17/2011	5,022.65	5,022.65	02/17/2011	
					5,022.65	5,022.65		
5200	INDUSTRIAL SYSTEMS INC	36251	FLOW METER CALIBRATION	02/01/2011	200.00			
					200.00	.00		
5220	INLAND TRUCK PARTS	1-32578	BRAKES FOR YELLOW BUS CORE	02/02/2011	76.84 60.00			
					136.84	.00		
126715	INTERSTATE BATTERIES OF BIL	47013527	BATTERIES FOR EQUIPMENT	02/08/2011	177.90			
					177.90	.00		
128962	JONES, MICHAEL	7163025	REFUND UTILITY DEPOSIT	02/18/2011	25.04			
					25.04	.00		
5700	K-B COMMERCIAL PRODUCTS	2883035.001 2884582.001	CLEANING SUPPLIES CLEANING SUPPLIES	02/03/2011 02/03/2011	153.60 69.50			
					223.10	.00		
126040	KEEGAN & WINSLOW LAW FIRM	020211	PROFESSIONAL FEES	02/02/2011	1,341.00			
					1,341.00	.00		
5750	KINCHELOE PLUMBING AND HE	136676 136719	COUPLING DRESSER - 2" GALVANIZEI REPAIR KITS FOR REC CENTER	01/20/2011 01/25/2011	37.40 77.88			1275-W
					115.28	.00		
128961	L.A. POLICE GEAR, INC	1211663	UNIFORMS C08, C17, C18, C23	01/17/2011	795.35			
					795.35	.00		
127743	LEGEND COMMUNICATIONS OF	013111	ADVERTISING - AGENDAS	01/31/2011	173.40			
					173.40	.00		
125191	LONG BUILDING TECH INC	VCE0052743	REPAIR AUDITORIUM COOLER	02/04/2011	258.80			

Vendor	Vendor Name	Invoice No	Description	Inv Date	Net Inv Amt	Amount Paid	Date PD	Inventory No
Total 125191					258.80	.00		
6300	MARQUIS AWARDS	21400	P & Z PLAQUES	02/04/2011	310.24			
Total 6300					310.24	.00		
6390	MC CUMBER LOCKSMITH SHOF	8816	FRONT DOOR KEYS - REC CENTER	02/01/2011	3.48			
Total 6390					3.48	.00		
6830	MOTOR POWER EQUIPMENT	A119748	CABLE, AIR TANK MOUNTING CABLE, AIR TANK MOUNTING FREIGHT	01/31/2011	12.42 12.42 8.23			INT 484093C1
Total 6830					33.07	.00		
6930	MOUNTAIN WEST INC	020922	YOUTH BASKETBALL SHIRTS	01/26/2011	523.20			
		020943	YOUTH BASKETBALL SWEATSHIRTS	02/01/2011	285.15			
		020965	UNIFORMS	02/08/2011	198.25			
		020967	UNIFORMS	02/08/2011	60.74			
		020995	UNIFORMS C22	02/14/2011	24.00			
Total 6930					1,091.34	.00		
128948	NORCO, INC.	01666321	BAND SAW BLADES	02/03/2011	102.72			
Total 128948					102.72	.00		
7315	NORMONT EQUIPMENT COMPA	2102033	SPRINGS FOR SNOW PLOW	02/03/2011	694.69			
Total 7315					694.69	.00		
7400	NORTHWEST PIPE	1679223	FIRE HYDRANT REPAIR	02/07/2011	112.44			
Total 7400					112.44	.00		
5120	PARK COUNTY ANIMAL SHELTE	021011	RESTITUTION FROM MC-0903-085 JOY	02/10/2011	50.00			
Total 5120					50.00	.00		
7740	PARK COUNTY SHERIFF	013111	INCARCERATION COST - JAN 2011	01/31/2011	720.00			
Total 7740					720.00	.00		
128819	PARK, HWAN-SOO	223312	REC CENTER REFUND	02/11/2011	150.00			
Total 128819					150.00	.00		
7825	PAVEMENT MAINTENANCE INC	11-15	SNOW REMOVAL	01/09/2011	605.00			
Total 7825					605.00	.00		
7980	PLAN ONE ARCHITECTS	4R	AUDITORIUM - ADA	01/15/2011	885.67			
Total 7980					885.67	.00		
8090	POWELL TRIBUNE	013111	EMPLOYMENT ADVERTISEMENT	01/31/2011	268.60			

Vendor	Vendor Name	Invoice No	Description	Inv Date	Net Inv Amt	Amount Paid	Date PD	Inventory No
Total 8090					268.60	.00		
123165	PROFESSIONAL CONTRACTOR:	PCI-7-102	GUARD RAIL REPAIRS	02/07/2011	195.00			
Total 123165					195.00	.00		
430	PURCHASE ADVANTAGE CARD	010308	REC CENTER PROGRAMS	02/10/2011	42.52			
		30303751001	MUFFINS	02/05/2011	7.98			20051
			DONUTS		10.98			20056
Total 430					61.48	.00		
10091	QWEST	02012011	PHONE CHARGES	02/01/2011	121.46			
Total 10091					121.46	.00		
128958	RELINER / DURAN INC	12783	14TH ST MANHOLE	02/08/2011	849.37			
Total 128958					849.37	.00		
124166	S & S WORLDWIDE INC	6803305	SUPPLIES	12/01/2010	454.24			
		6825357	REC CENTER SUPPLIES	01/03/2011	247.62			
Total 124166					701.86	.00		
128760	SCHMIDT, ERIC	020711	RESTITUTION FROM MC-1003-063	02/07/2011	400.00			
Total 128760					400.00	.00		
123147	SCHOENING, WILLIAM D	021111	BASKETBALL REFEREE	02/11/2011	144.00			
Total 123147					144.00	.00		
125037	SHAPE	0131975484	SHAPE MAGAZINE 2 YEAR SUBSCRIP	02/03/2011	26.97			
Total 125037					26.97	.00		
9140	SHOSHONE OFFICE SUPPLY	0079496	CREDIT	01/19/2011	37.67	-		
		0079570	CREDIT	02/16/2011	39.00	-		
		0079720	PENS	01/31/2011	5.76			
		0079827	CREDIT	02/11/2011	322.00	-		
		0079835	OFFICE SUPPLIES	02/18/2011	438.72			
		0079839	FILING SUPPLIES	02/16/2011	345.46			
		0079843	SUPPLIES	02/18/2011	131.33			
		0079865	OFFICE SUPPLIES	02/04/2011	6.03			
		0079870	SUPPLIES	02/09/2011	4.51			
		0080001	SUPPLIES	02/09/2011	3.96			
		0080015	INVENTORY LABELS	02/09/2011	167.96			
		0080031	OFFICE SUPPLIES / COPIER PAPER	02/11/2011	794.21			
		0080054	SUPPLIES	02/14/2011	5.78			
		0080097	SUPPLIES	02/16/2011	22.82			
		0080108	SUPPLIES	02/16/2011	3.12			
		0080121	SUPPLIES	02/17/2011	44.09			
Total 9140					1,575.08	.00		
9320	SKARSHAUG TESTING LAB	154649	SAFETY SUPPLIES	02/02/2011	764.28			

Vendor	Vendor Name	Invoice No	Description	Inv Date	Net Inv Amt	Amount Paid	Date PD	Inventory No
	Total 9320				764.28	.00		
124776	STAYWELL COMPANY	6637492	BOOKS FOR PARENT TOT CLASS	01/28/2011	122.43			
	Total 124776				122.43	.00		
127774	STEWART'S MERCANTILE	3164-6	MASTER PLAN MEETING EXPENSE	02/14/2011	57.15			
	Total 127774				57.15	.00		
9635	STROUPE PEST CONTROL CO	12811-STMT	TERMITE REINSPECTION AUDITORIUM	07/06/2010	205.00			
		20311-SHOP	PEST CONTROL - SHOP	02/03/2011	19.50			
			PEST CONTROL - SHOP		19.50			
			PEST CONTROL - SHOP		19.50			
			PEST CONTROL - SHOP		19.50			
	Total 9635				283.00	.00		
6240	THE UPS STORE	9967	EVIDENCE SHIPPING	01/28/2011	8.89			
	Total 6240				8.89	.00		
128956	THOMAS, MICHAEL	020711	RESTITUTION FROM SUE SCOTT MC-	02/07/2011	115.80			
	Total 128956				115.80	.00		
128471	TITAN ACCESS	12511-STMT	FINANCE CHARGES	01/25/2011	12.12			
	Total 128471				12.12	.00		
9930	TRACTOR & EQUIPMENT CO	LCS0479017	bottle, T&E SHIPPING	02/02/2011	660.00 18.56			OIL SAMPLE #1
	Total 9930				678.56	.00		
10050	U S POST OFFICE	030111	POSTAGE FOR BILLING PERMIT #33	03/01/2011	2,500.00			
	Total 10050				2,500.00	.00		
128826	ULINE	36402470	INVESTIGATION SUPPLIES CSI VEHICLE SUPPLIES	02/02/2011	1,835.33 196.24			
	Total 128826				2,031.57	.00		
10150	V F W CLUB	2947-41	FLAGS FOR MEMORIAL PARK	02/06/2011	405.00			
		2947-43	FLAGS	02/16/2011	75.00			
		2949-42	FLAGS	02/14/2011	39.00			
	Total 10150				519.00	.00		
10180	V-1 PROPANE	849084	FORK LIFT PROPANE	01/05/2011	23.39			
		849168	FORK LIFT PROPANE	01/14/2011	24.48			
		849251	FORK LIFT PROPANE	01/28/2011	17.35			
		849340	FORKLIFT PROPANE	02/08/2011	23.55			
	Total 10180				88.77	.00		
10330	WAL MART COMMUNITY BRC	00125	OFFICE AND SQUAD ROOM SUPPLIES	02/10/2011	205.57			

Vendor	Vendor Name	Invoice No	Description	Inv Date	Net Inv Amt	Amount Paid	Date PD	Inventory No
		04315	TINY TOT PROGRAM	02/04/2011	81.72			
		05164	ASAP SUPPLIES	02/07/2011	45.74			
		06083	REC CENTER PROGRAMS	02/14/2011	28.00			
		06084	ASAP SUPPLIES	02/14/2011	4.00			
		08595	COMPUTER SUPPLIES	02/08/2011	214.88			
		09395	CLOCK FOR SPIN ROOM	02/08/2011	9.88			
		STMT12211	LATE FEE	01/22/2011	12.18			
	Total 10330				601.97	.00		
124746	WCSTELECOM	20824805	LONG DISTANCE	02/01/2011	154.09			
	Total 124746				154.09	.00		
10460	WEBSTER CHEVROLET	6687	GRILL EMBLEM	01/14/2011	44.63			
		6753	DOOR LOCK FOR SANITATION TRUCK	01/26/2011	93.17			
	Total 10460				137.80	.00		
127857	WELCH, CHRISTOPHER	020711	RESTITUTION FROM MC-0707-063	02/07/2011	100.00			
	Total 127857				100.00	.00		
127859	WERNER, JEFF	5120027	REFUND CREDIT BALANCE	02/18/2011	40.00			
	Total 127859				40.00	.00		
10480	WESCO DISTRIBUTION INC	949981	CT, 75:5, 7200V	02/09/2011	816.48			CT75TO57.2KV
	Total 10480				816.48	.00		
10570	WESTERN PATHOLOGY CONSU	CP1584	RANDOM & PRE-EMPLOYMENT TESTI	01/31/2011	90.00			
			RANDOM & PRE-EMPLOYMENT TESTI		36.00			
			RANDOM & PRE-EMPLOYMENT TESTI		36.00			
			RANDOM & PRE-EMPLOYMENT TESTI		13.50			
			RANDOM & PRE-EMPLOYMENT TESTI		36.00			
			RANDOM & PRE-EMPLOYMENT TESTI		22.50			
			RANDOM & PRE-EMPLOYMENT TESTI		13.50			
			RANDOM & PRE-EMPLOYMENT TESTI		27.00			
	Total 10570				274.50	.00		
128944	WOMACK MACHINE SUPPLY CC	0092553	bushing, dynamax FREIGHT	01/25/2011	416.64			CC B38312
					37.44			
	Total 128944				454.08	.00		
10660	WOODWARD TRACTOR CO	68722	FILTER COVER	02/09/2011	17.30			
		68811	REPAIR BACK PACK BLOWER	02/17/2011	48.15			
		68818	SUPPLIES	02/17/2011	36.24			
	Total 10660				101.69	.00		
127631	WY CHILD SUPPORT #167207	021711	CHILD SUPPORT #167207/CV 1124836	02/17/2011	159.23	159.23	02/17/2011	
	Total 127631				159.23	159.23		
127646	WYOMING PEACE OFFICERS AS	021611	2011 MEMBERSHIPS (20)	02/16/2011	200.00			

Vendor	Vendor Name	Invoice No	Description	Inv Date	Net Inv Amt	Amount Paid	Date PD	Inventory No
Total 127646					200.00	.00		
128282	YANKEE CAR WASH	013111	CAR WASHES - PD	01/31/2011	95.00			
			CAR WASHES - BUILDING INSPEC.		20.00			
			CAR WASHES - ELEC. DEPT.		10.00			
Total 128282					125.00	.00		
126713	YELLOWSTONE DIVERS, LLC	021711	NWC SCUBA CLASS	02/17/2011	500.00			
Total 126713					500.00	.00		

Total Paid: 5,181.88
 Total Unpaid: 226,009.89

Grand Total: 231,191.77

Payroll \$210,926.48

Total \$442,118.25

MEMORANDUM

TO: MAYOR BROWN AND COUNCIL MEMBERS
FROM: ROB KRAMER, STREETS AND VEHICLE MAINTENANCE SUPERINTENDENT
SUBJECT: SURPLUS VEHICLES
DATE: 2/22/2011
CC: STEVE PAYNE, PUBLIC WORKS DIRECTOR

During this year's budget process the vehicles within each division were reviewed to see if they were being used to their maximum potential, if the vehicle could be better utilized within a different division, if there was still a need for the vehicle and for the cost of maintaining the vehicle. After careful review staff was able to designate three vehicles and four pieces of equipment which could be taken out of the fleet, six other vehicles which were reassigned to another division to be better utilized and two pieces of equipment which could be retrofitted and/or modified to create a more usable and/or reliable piece of equipment.

The practice utilized when purchasing new vehicles is to trade in one of the vehicles within the fleet. As operations have grown additional vehicle needs have been brought forward. To avoid any expenditure for the purchase of a new or used vehicle several vehicles have been kept in place of being traded in. These vehicles were not included on the Vehicle Replacement plan so there are no funds budgeted to replace them and the repair costs have begun to escalate for each of them. By rotating vehicles between the divisions it is possible to remove two of such vehicles from the fleet, a 1993 Buick Park Avenue and a 1989 GM 1500 Pickup.

After reviewing the equipment within the Streets Division four pieces of equipment have been identified which are either no longer utilized or are not in a condition worth the costs of maintaining. Of these items one is a 2001 Johnston Street Sweeper which can be removed from the fleet due to the retrofit of a new sweeper unit to be mounted on the 1995 Ford Cab and Chassis as approved at the August 3rd Council meeting. The other items include an air compressor and two sand and salt spreaders. During this review staff also noted that the 1989 Ford cab and chassis with the Tymco sweeper body was not being used to its potential. This unit has previously been sent to auction and put out for bid, with no bidders. By removing and selling the sweeper unit in the future this truck could be utilized as a service truck within the Streets Division.

Staff would like to deem the following vehicles and equipment as surplus and proceed with the bid or auction process for their sale.

- 1993 Buick Park Avenue, VIN# 1G4CW53L9P18559 (Asset Number 000346) **Min. Reserve \$1,000.00**
- 1989 GM 1500 Pickup, VIN# 2GTEC14Z9K1560490 (Asset Number 000361) **Min. Reserve \$500.00**
- 2001 Johnston Street Sweeper, VIN# 1J9VM3H671C172034 (Asset Number 001243) **Min. Reserve \$25,000.00**

- 1987 TMC Bus, VIN# 1TUMCT3AXHR825001 (Asset Number 001224) **Min. Reserve \$5,000.00**
- Sullair Air Compressor, Serial# 23233 **Min. Reserve \$1,000.00**
- Tymco Sweeper Unit off of 1989 Ford Cab and Chassis **Motor Min. Reserve \$500.00**
- Elgin Sweeper Unit off of 1995 Ford Cab and Chassis **Motor Min. Reserve \$500.00**
Sweeper Box No Reserve
- Good Roads V-Box Sand and Salt Spreader **No Reserve**
- Henderson FSH V-Box Sand and Salt Spreader **No Reserve**









Agenda Item 2c





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1997 JOHNSTON V3000SP



← → ↑ ↓ P+ P- Reset

Special ZOOM Features



Agenda Item 2c

Equipment Specifications	
Year	1997
Manufacturer	JOHNSTON
Model	V3000SP
Price	\$29,500 USD
Location	Cleveland, Tennessee
Serial Number	1J9VM3H42VG172060
Condition	Used
Hours	5,600

General Information
28,000 Miles, JD Diesel, Excellent Condition, Ready To Work

Get A Shipping Estimate From uShip

Weight: _____ LBS

Your Postal Code: _____
(USA/Canada only)

Seller's Postal Code: 37323

[Request Shipping Quote At](#) 

Say you saw this 1997 JOHNSTON V3000SP On MachineryTrader.com!

[Send World Equipment Sales A Message](#)

Contact:

[World Equipment Sales](#)

Jerry Chambers

Machine is located in:

Cleveland, Tennessee

Phone: (423)883-1194

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This Equipment is for Sale By:
Mittry Construction

2001 JOHNSTON SWEEPER TRUCK



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12 photos total [Next >](#)



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Sales Contact

Mittry Construction
Demo Mittry
18072 Clear Creek Rd.
Redding, California 96002

Office: (530) 94
Fax: (530) 242-6

Details

Agenda Item 2c

Price: \$21000
- Sold

Description: 2001 JOHNSTON Sweeper, 5' pick-up broom, dual gutter brooms, high lift dum well maint. \$24,000 OBO.

Location: California
Status: Used
Listing #: 581677

[Contact This Seller](#)

[Send This Listing](#)

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Get Shipping Estimates

Weight : lbs

Zip/Postal (US/Canada only) :

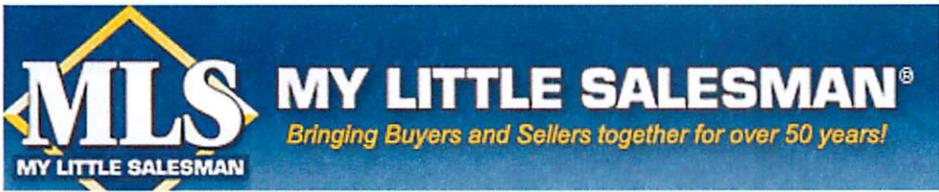
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MY LITTLE SALESMAN
Truck & Trailer

DIGITAL CATALOG
click here!
MY LITTLE SALESMAN
HEAVY EQUIPMENT

This Equipment is for Sale By:
DC Machinery

2001 JOHNSTON 4000 SWEEPER TRUCK



Click thumbnails above to enlarge.
4 photos total [Next >](#)



Sponsored Links: [Finance It!](#) [Transport It!](#)

Sales Contact

[DC Machinery](#)
Douglas Coke
121 Michigan
Holland, Michigan 49424

Office: (480) 388-
Office: (480) 388-
Office: (480) 388-

Details

Agenda Item 2c

Price: \$24900

Description: CUMMINS ISB 24VALVE, ALLISON AUTOMATIC. HIGH DUMP HOPPER. LO

Unit located at Patriot Transportation, Phoenix Arizona
Phone (602) 442-7832

Location: Arizona
Status: Used
Condition: Excellent
Listing #: 648793

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Zip/Postal (US/Canada only) :

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MEETING DATE: MARCH 1, 2011
DEPARTMENT: ADMINISTRATIVE SERVICES
PREPARED BY: LESLIE BRUMAGE, FINANCE
OFFICER
DEPT. DIR. APPROVAL: _____
CITY ADM. APPROVAL: _____

AGENDA ITEM SUMMARY REPORT

Request for Transfer of Ownership and Location of a Retail Liquor License

BACKGROUND

Cooter Browns LLC, holder of retail liquor license #10, has been inactive for approximately one year and wishes to transfer ownership of the license to Walmart Stores, Inc.

SUMMARY

Walmart Stores, Inc has applied for a transfer of ownership and location of the retail liquor license from Cooter Browns LLC to their location at 321 Yellowstone Avenue. The application is complete and all required fees have been paid.

FISCAL IMPACT

If approved the City will receive a transfer application fee of \$100.

ALTERNATIVES

At its discretion the City may approve or deny the transfer of ownership and location under Wyoming State Statutes Title 12.

RECOMMENDATION

None

ATTACHMENTS

1. Application to transfer ownership and location of a retail liquor license.

AGENDA & SUMMARY REPORT TO:

1. John Dickson 899-5179 or 527-4673
2. Louie Knapp 479-277-8015

AGENDA ITEM NO. 4a & 5a

WD-01 (07/0)

FOR NEW LICENSES AND TRANSFER
LICENSE AND/OR PERMIT APPLICATION
FOR LIQUOR, COUNTY MALT BEVERAGE, LIMITED, WINERY OR MICROBREWERY

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

Date Filed: 1.25.11

	Amount Fee	Printed Fee
Basic Fee:	\$ _____	\$ _____
Add'l Dispensing Room Fee:	\$ _____	\$ _____
Transfer Fee:	\$ <u>100.00</u>	
Total License Fee Collected:	\$ <u>100.00</u>	
Publishing Fee Collect:	\$ <u>260.00</u>	

Required Attachments Received: Yes

Advertising Dates (4): 1-31-11, 2-7-11, 2-14-11, 2-21-11

Hearing Date: 3-1-11

Local Licensing Number: 10

LICENSING AUTHORITY: Begin publishing promptly. As W.S. 12-4-104(a) specifies: NO LICENSING AUTHORITY SHALL APPROVE OR DENY THE APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.
A copy must be immediately forwarded to:
State of Wyoming Liquor Division
1620 E. 6th Street
Cheyenne WY 82002-0110

Formally Held by: Cooter Brown's LLC

Applicant: Walmart Stores, Inc.

Trade Name (dba): _____

Precise Address: 321 Yellowstone Ave.
Member & Guest

Cody WY 82414

City State Zip

Mailing Address: 702 SW 8th Street
Member & Guest or P.O. Box

Bentonville AR 72716-0500

City State Zip

Business Telephone Number: 479 277-8015

Fax Number: 479 204-9864

E-Mail Address: Louis.Knapp@Wal-Mart.com

Per the license term: 3 2 2011
Month Day Year

Through: 7 31 2011
Month Day Year

FILED FOR <input type="checkbox"/> NEW <input type="checkbox"/> TRANSFER LOCATION <input checked="" type="checkbox"/> TRANSFER OWNERSHIP	TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE) <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 premises <input type="checkbox"/> RESTAURANT LIQUOR LICENSE <input type="checkbox"/> RESORT LIQUOR LICENSE <input type="checkbox"/> COUNTY RETAIL or SPECIAL MALT <input type="checkbox"/> BEVERAGE PERMIT <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 <input type="checkbox"/> LOCATED WITHIN 5 MILES OF CITY (County License only)	To Assist the Liquor Division with scheduling inspections: DO YOU OPERATE? <input checked="" type="checkbox"/> FULL TIME (e.g. Jan through Dec) <input type="checkbox"/> SEASONAL/PART-TIME (specify months of operation) from <u>01/01</u> to <u>12/31</u> DAYS OF WEEK (e.g. Mon through Sat) <u>Mon through Sun</u> HOURS OF OPERATION (e.g. 10a - 2a) <u>All Lawful Hours</u>
FILED IN (CHOOSE ONLY ONE) <input type="checkbox"/> CITY OF <u>Cody</u> <input type="checkbox"/> COUNTY OF		
FILED AS (CHOOSE ONLY ONE) <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input checked="" type="checkbox"/> CORPORATION <input type="checkbox"/> LTD PARTNERSHIP <input type="checkbox"/> ASSOCIATION <input type="checkbox"/> ORGANIZATION <input type="checkbox"/> LLC <input type="checkbox"/> LLP		

1. Location of License:

(a) Give a description of the dispensing room and state where it is located in the building (e.g. 10x12 room in SE corner of 1st floor of building). 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)(1); (Please submit a drawing of dispensing room)

50' x 37' 2" in the NW corner of the store.

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

(c) Provide the legal description and the zoning of the site where the applicant will conduct business:
Attached hereto

2. Do you W.S. 12-4-103 (a) (ii):
 (1) OWN the building in which sales room is located? YES (own)
 (2) LEASE the building in which sales room is located? YES (lease)

(A) DATE lease expires: 2/1/2022 located on page 2 paragraph 1 of lease document.
 (B) Provision for SALE of alcoholic or malt beverages located on page 1 paragraph 5 of lease document.

NOTE: Attach a true copy of the lease to application. Lease MUST contain provision for SALE OF ALCOHOLIC or MALT BEVERAGES and be valid THROUGH the TERM OF THE LICENSE W.S. 12-4-103(a)(ii).

3. Have you already assigned, leased, transferred or do you intend to assign, lease, transfer, contract or in any other manner agree with any person or firm other than yourself as licensee to operate and exert control or partial control of the license and the licensed room to carry on the licensed liquor business?
 YES NO

First Amend-
ment to
Lease Agmt
dated
Aug. 4, 2010

WLD-031 (7/10)

4. Does any manufacturer, brewer, rectifier, wholesaler, or through a subsidiary affiliate, officer, director or member of any such firm: W.S. 12-5-401, 12-5-402, 12-5-403
- (a) Hold any interest in the license applied for? YES NO
 - (b) Furnish by way of loan or any other money or financial assistance for purposes hereof in your business? YES NO
 - (c) Furnish, give, rent or loan any equipment, fixtures, interior decorations or signs other than standard brewery or manufacturer's signs? YES NO
 - (d) If you answered YES to any of the above, explain fully and submit any documents in connection therewith:

5. Does applicant have any interest or intent to acquire an interest in any other retail liquor license to be issued by this licensing authority? W.S. 12-4-103(b)
- If "YES", explain: YES NO

6. Is applicant a mayor, member of a city or town council, or member of the board of county commissioners within the jurisdiction of this licensing authority? W.S. 12-4-103(a)(i) YES NO

7. Is applicant employed by the State, City or Town, or County as a law enforcement officer, or hold office as a law enforcement officer through election? W.S. 12-4-103(a)(ii) YES NO

RESTAURANT OR BAR AND GRILL LICENSE: Complete questions 8(a) and 8(b):

8. (a) Have you submitted a valid food service permit upon application? W.S. 12-4-407(a) W.S. 12-4-413(a) YES NO
- (b) Was your dispensing room for alcoholic and/or malt beverages in existence and open for consumption purposes prior to February 1, 1979? W.S. 12-4-410(b) YES NO N/A

RESORT LICENSE: Complete questions 9(a) through 9(c):

9. (a) Is the actual valuation of the resort complex at least one million dollars, or have you committed or expended at least one million dollars (\$1,000,000.00) on the complex, excluding the value of the land? W.S. 12-4-401(b)(i) YES NO
- (b) Does the resort complex include a restaurant and a convention facility which will seat at least one hundred (100) persons? W.S. 12-4-401(b)(ii) YES NO
- (c) Does the resort complex include motel or hotel accommodations with at least one hundred (100) sleeping rooms? W.S. 12-4-401(b)(iii) YES NO

MICROBREWERY AND/OR WINERY LICENSE: Complete questions 10 through 11:

10. Is premise to be co-existent with a retail, restaurant, resort or bar and grill liquor license? W.S. 12-4-412(b)(iii) YES NO
- If "YES", please specify type: Microbrewery Winery Retail Restaurant Resort Bar and Grill:

11. (a) Do you self distribute your products? YES NO
- (b) Do you distribute your products through an existing malt beverage wholesaler? YES NO

ORGANIZATION AND/OR CLUB LICENSE: Complete questions 12 through 15 as applicable:

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

- (a) The name and address of the grand lodge or national organization is:
- (b) Does lodge or fraternal organization hold a charter from a national organization or national grand lodge? YES NO
- (c) Has the fraternal organization been actively operating in at least thirty-six (36) states? YES NO
- (d) Has the fraternal organization been actively in existence for at least twenty (20) years? YES NO

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

- (a) The name and address of the National Veterans organization is:
- (b) Has the Veteran's organization been chartered by the Congress of the United States for patriotic, fraternal or benevolent purposes? YES NO
- (c) Is the membership of the Veteran's organization comprised only of Veterans and its duly organized auxiliary? YES NO

WLD-001 (R/10)

14. SOCIAL CLUBS W.S. 12-1-101(a)(iv)(E):

- (a) Do you have more than one hundred (100) bona fide members who are residents of the county in which the club is located? YES NO
- (b) Is the club incorporated and operating solely as a nonprofit organization under the laws of this state? YES NO
- (c) Is the club qualified as a tax exempt organization under the Internal Revenue Service? YES NO
- (d) Has the club been in continuous operation for a period of not less than one (1) year? YES NO
- (e) Has the club received twenty-five dollars (\$25.00) from each bona fide member as recorded by the secretary of the club and are club members at the time of this application in good standing by having paid at least one (1) full year in dues? YES NO
- (f) Does the club hold quarterly meetings and have an actively engaged membership carrying out the objectives of the club? YES NO
- (g) Have you filed a true copy of your bylaws with the local licensing authority and the Wyoming Liquor Division? YES NO
- (h) Has at least fifty one percent (51%) of the membership signed a petition indicating a desire to secure a Limited Retail Liquor License (THE PETITION MUST BE ATTACHED TO APPLICATION) ? YES NO
- (i) Have you filed with the licensing authority and the Wyoming Liquor Division a detailed statement of your activities during the preceding year which were undertaken or furthered in pursuit of the objectives of the club, along with an itemized statement expended for such activities? YES NO

15. GOLF CLUBS W.S. 12-1-101(a)(iv)(D):

- (a) Do you have more than fifty (50) bona fide members? YES NO
- (b) Do you own, maintain, or operate a bona fide golf course together with clubhouse? YES NO

16. (a) If applicant is an individual or Partnership: State the name, date of birth and residence of each applicant or partner, if the application is made by more than one individual or by a 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	DONOT LIST PO BOXES Residence Address No. & Street City, State & Zip	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?		Have you been Convicted of a Felony Violation?		Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?	
				YES <input type="checkbox"/>	NO <input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>
				YES <input type="checkbox"/>	NO <input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>
				NO <input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>	YES <input type="checkbox"/>
				NO <input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>	YES <input type="checkbox"/>
				NO <input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>	YES <input type="checkbox"/>
				NO <input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>	YES <input type="checkbox"/>
				NO <input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>	YES <input type="checkbox"/>

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

(b) If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership: 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	DONOT LIST PO BOXES Residence Address No. & Street City, State & Zip	Residence Phone Number	No. of Years in Corp or LLC	% of Stock Held	Have you been Convicted of a Felony Violation?		Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?	
						YES <input type="checkbox"/>	NO <input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>
See Exhibit 16B attached						YES <input type="checkbox"/>	NO <input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>
						YES <input type="checkbox"/>	NO <input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>
						NO <input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>	YES <input type="checkbox"/>
						NO <input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>	YES <input type="checkbox"/>
						NO <input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>	YES <input type="checkbox"/>
						NO <input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>	YES <input type="checkbox"/>

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

WLD-001 (8/10)

OATH OR VERIFICATION

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

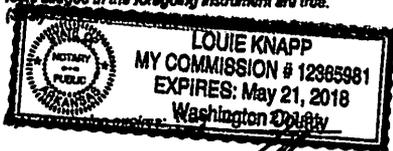
Under penalty of perjury, and the possible revocation or cancellation of the license, I swear the above stated facts, are true and accurate.

Arkansas
STATE OF ~~WASHINGTON~~
COUNTY OF ~~Washington~~

Before Me, Louie Knapp, (specify) a Notary Public, Officer authorized to administer oaths in and for Washington County, State of Arkansas, personally appeared

Lori Cottrell and Amy Thrasher name her/bs being first duly sworn by me upon his oath, says that the

facts alleged in the foregoing instrument are true.



1. Lori Cottrell
2. Lori Cottrell
3. Amy Thrasher
4. Amy Thrasher

Witness my hand and official seal:
[Signature]
Title Licensing Compliance Manager

Dated: 01/11/2011

REQUIRED ATTACHMENTS:

- (1) Attach any lease agreements W.S. 12-4-103(a)(2).
- (2) If building is not in existence, an architect's drawing or suitable plans of the room and premises to be licensed must be attached W.S. 12-4-102(e)(1).
- (3) A statement indicating the financial condition and financial stability of new applicant W.S. 12-4-102(e)(4).
- (4) Restaurant or Bar and Grill Liquor License Applications must attach a copy of their CURRENT and valid food service permit W.S. 12-4-407(a) or W.S. 12-4-418(a).
- (5) Include a drawing of the dispensing room, W.S. 12-5-201(a).
- (6) Check or bank draft as payment for the application and for publishing the notice of application, W.S. 12-4-104(a). Direct billing is permissible.
- (7) If transfer, a form of assignment from current licensee, allowing transfer W.S. 12-4-501(b).

ADVERTISING REQUIREMENTS W.S. 12-4-104(a):

When an application for a license, permit, renewal or any transfer of location or ownership thereof has been filed with a licensing authority, the clerk shall promptly prepare a notice of application, place the notice conspicuously upon the premises shown by the application as the proposed place of sale and publish the notice in a newspaper of local circulation once a week for four (4) consecutive weeks. The notice shall state that a named applicant has applied for a license, permit, renewal or transfer thereof, and that protests against the issuance, renewal, or transfer of the license or permit will be heard at a designated meeting of the licensing authority.

HEARING REQUIREMENTS W.S. 12-4-104(b):

Any license or permit authorized under this title shall not be issued, renewed or transferred until on or after the date set in the notice for hearing protests. If a renewal hearing, the hearing shall be held no later than thirty (30) days preceding the expiration date of the license or permit. A license or permit shall not be issued, renewed or transferred if the licensing authority finds from evidence presented at the hearing:

- (1) The welfare of the people residing in the vicinity of the proposed license or permit premises shall be adversely and seriously affected;
- (2) The purpose of this title shall not be carried out by the issuance, renewal or transfer of the license or permit;
- (3) The number, type and location of existing licenses or permits meets the needs of the vicinity under consideration;
- (4) The desires of the residents of the county, city or town will not be met or satisfied by the issuance, renewal or transfer of the license or permit; or
- (5) Any other reasonable restrictions or standards which may be imposed by the licensing authority shall not be carried out by the issuance, renewal or transfer of the license or permit.

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

SCHEDULE A

Wyoming, and is described as follows:

County of Park, State of

Lots 1, 2, and Tract A, Pat O'Hara Subdivision, according to the plat recorded in Book "C" of plats, page 164, records of Park County, State of Wyoming; also described as follows:

A tract of land in Lot 3 of Section 1, Township 52 North, Range 102 West of the 6th P.M., Park County, Wyoming according to the original government survey, now being within the NE $\frac{1}{4}$ NW $\frac{1}{4}$ Lot 68, Township 52 North, Range 102 West of the 6th P.M., Park County, Wyoming, according to the Government Resurvey. Said Tract includes all that portion of the said NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Lot 68 that lies north of the north right-of-way line of U.S. Highway No. 14 and 20, which tract is more particularly described by metes and bounds as follows:

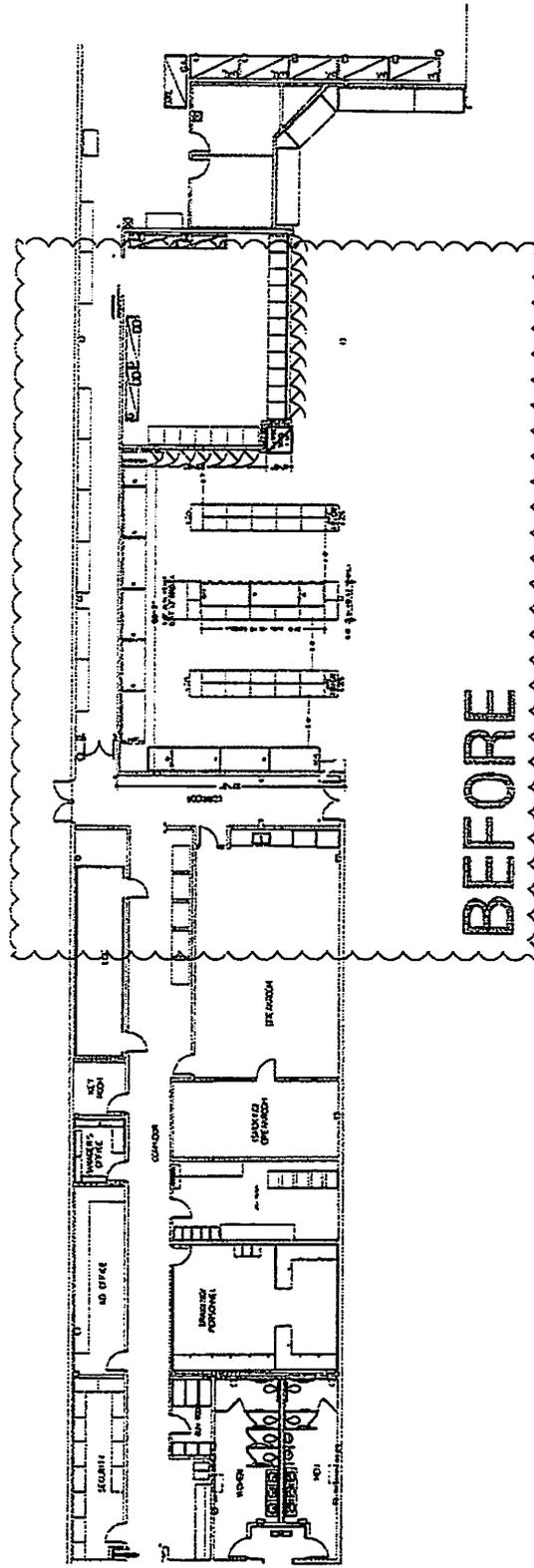
Commencing at the northwest corner of said Lot 3, Section 1, original survey, now being the northwest corner of said NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Lot 68, Resurvey, in Township 52 North Range 102 West of the 6th P.M., Park County, Wyoming; thence N. 89°47' E. along the north boundary of said Lot 3, Section 1, original survey for the distance of 30.8 feet to the POINT OF BEGINNING; thence continuing along the north boundary of said Lot 3, N. 89°47' E., 1,286.05 feet to the northeast corner of said Lot 3; thence S. 00°02' E. along the east boundary of said Lot 3, for a distance of 578.2 feet to a point on the north right-of-way line of said Highway No. 14 and 20; thence along said north right-of-way line as follows:

S. 76°05' W. for a distance of 104.8 feet to a point that is 100.0 feet west of the east line of said Lot 3; thence N. 00°02' W., parallel to and 100.0 feet west of the east line of said Lot 3 for a distance of 105.0 feet to the southeast corner of a tract of land described in a quitclaim deed from the Wyoming Highway Commission to the Pat O'Hara Co. and recorded in Book 385 at Page 35 of the records of Park County, Wyoming; thence S. 89°54' W. along the south line of said tract for a distance of 400.0 feet to the southwest corner thereof; thence S. 00°02' E., parallel to the east line of said Lot 3 for a distance of 140.0 feet; thence S. 69°36' W. for a distance of 127.5 feet; thence N. 85°05' W. for a distance of 195.45 feet; thence S. 16°25' W. for a distance of 10.0 feet; thence N. 73°35' W. for a distance of 218.57 feet to the southeast corner of Lot 2, Pat O'Hara Subdivision, thence N. 73°35' W. a distance of 21.43 feet; thence along a

circular curve to the left, whose radius is 1,473 feet, for an arc length distance of 162.68 feet to the southeast corner of Lot 1, Pat O'Hara Subdivision, thence continuing along said curve for a distance of 84.21 feet to the southwest corner of said Lot 1; thence leaving the north right-of-way line of Highway 14 and 20 N. 00°23' E. for a distance of 182.81 feet to the northwest corner of said Lot 1, thence N. 00°23' E. for a distance of 371.20 feet to the POINT OF BEGINNING.

Exhibit 16-B.

True and Correct Name	DOB	Residence Address No. & Street City, State & Zip	Residence Phone Number	Number 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
Mike Duke (President & CEO)	12/7/1949	16 Pinnacle Dr. Rogers, AR 72758	479-271-0793	15	The officer owns less than 1% stock of Wal-Mart Stores, Inc., a public corporation	No	No
Karen Roberts (Sr. VP & Chief Compliance Officer)	9/22/1970	19 Stonehenge Dr. Bentonville, AR 72712	479-273-5818	15	The officer owns less than 1% stock of Wal-Mart Stores, Inc., a public corporation	No	No
Charles Holly (Treasurer)	7/9/1956	2 Vintage Point Rogers, AR 72758	479-271-6166	8	The officer owns less than 1% stock of Wal-Mart Stores, Inc., a public corporation	No	No
Lori Cottrell (Assistant Secretary)	2/27/1969	11600 Mill Dam Rd. Bentonville, AR 72712	479-204-2026	16	The officer owns less than 1% stock of Wal-Mart Stores, Inc., a public corporation	No	No
Amy Thrasher (Assistant Secretary)	2/16/1969	30 Watson Dr, Bella Vista, AR 72714	479-285-1676	21	The officer owns less than 1% stock of Wal-Mart Stores, Inc., a public corporation	No	No
Tim Farrar (Assistant Secretary)	4/7/1959	3000 Karen Ave Springdale, AR 72762	479-204-8820	7	The officer owns less than 1% stock of Wal-Mart Stores, Inc., a public corporation	No	No



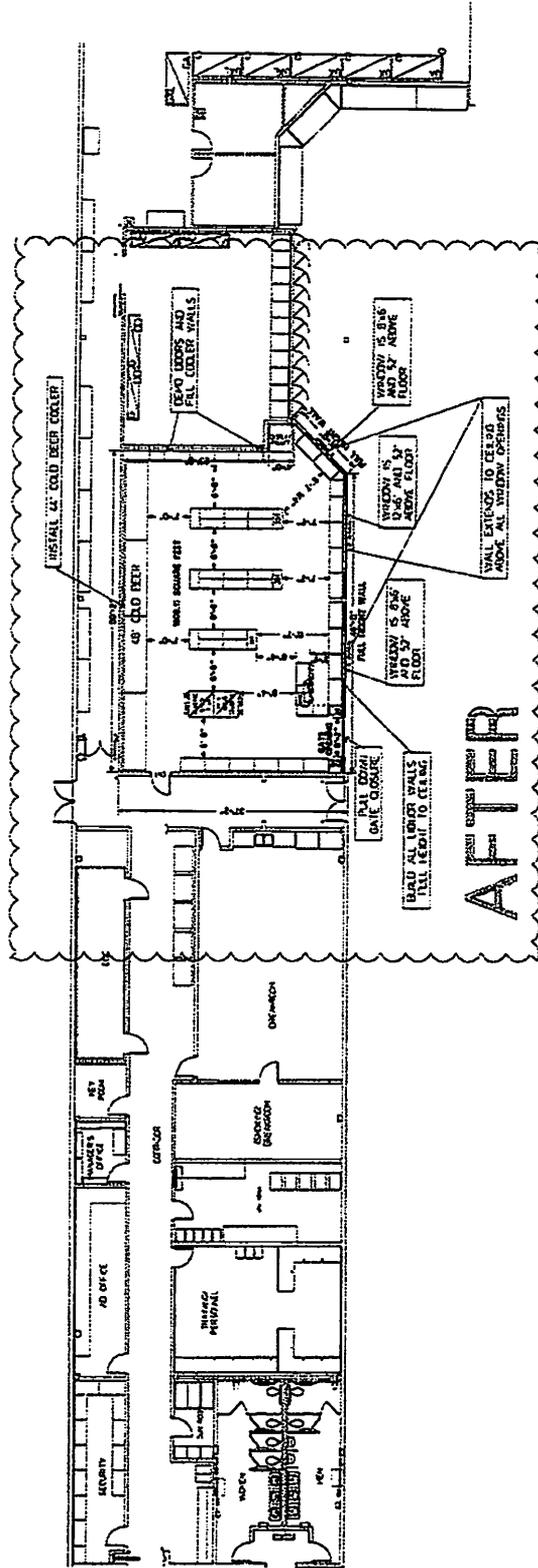
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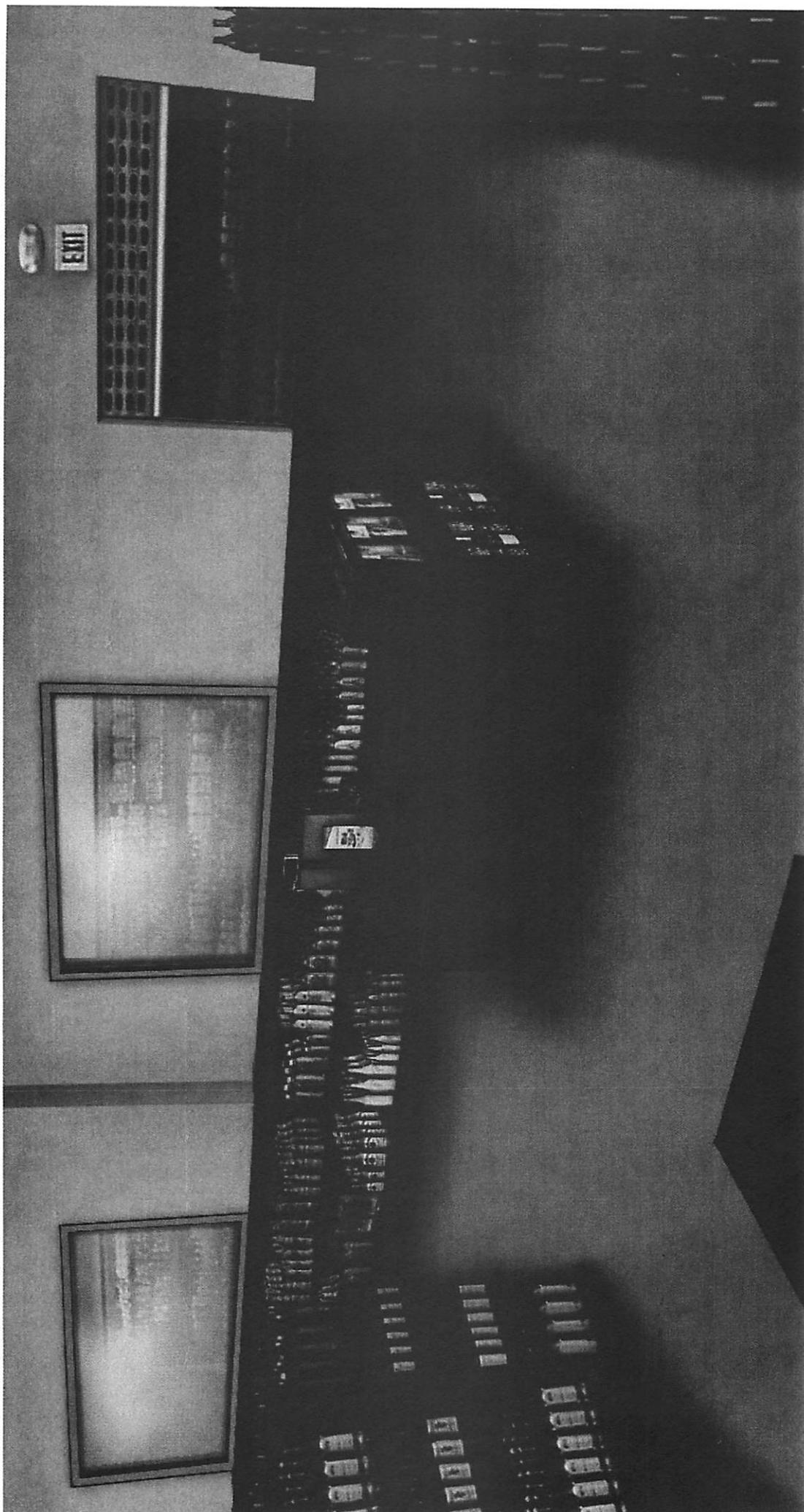
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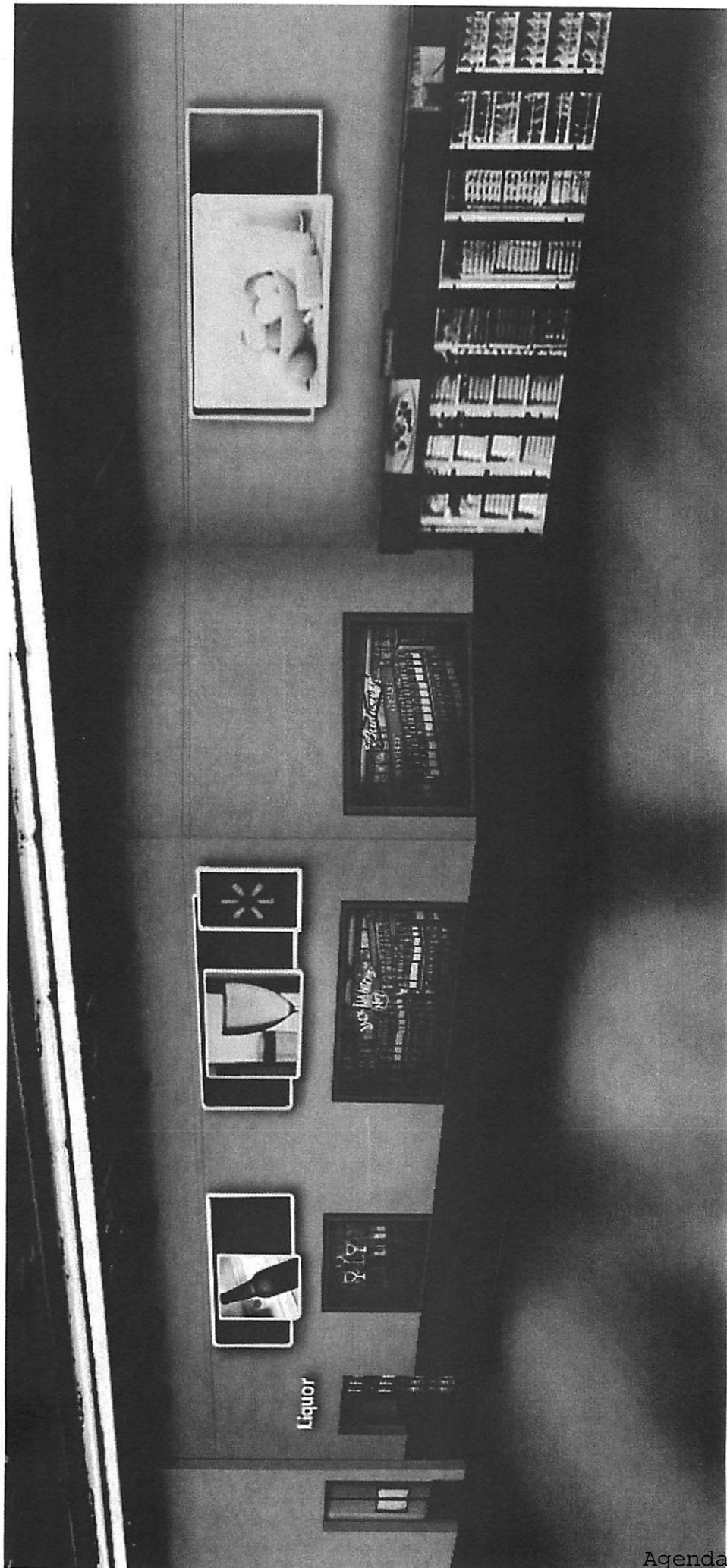


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AFTER

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**LEASE – Store #1778
CODY, WY**

This lease (“Lease”) is made and entered into as of this 30th day of March 2009, with an effective date of February 1, 2007, by and between Wal-Mart Real Estate Business Trust, a Delaware statutory trust (the “Landlord”) and Wal-Mart Stores, Inc., a Delaware corporation (the “Tenant”), collectively throughout the remainder of this Lease the two are referred to as the “Parties.”

W I T N E S S E T H:

WHEREAS, the Landlord owns retail stores (collectively, the “Stores”);

WHEREAS, the Landlord currently owns the “Premises” (as hereinafter defined) and intends to cause further improvements to be constructed thereon;

WHEREAS, the Tenant desires to lease the Premises (as hereinafter defined) from the Landlord for the benefit of the Stores and the Landlord desires to lease the same to the Tenant, on the terms and conditions hereof; and

WHEREAS, it is the intention of the Parties that the Landlord shall receive rent without reduction for all taxes, charges, operating expenses, costs and deductions of every description and that the Tenant shall pay all such items.

NOW THEREFORE, in consideration of the terms, covenants and conditions set forth below, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

**ARTICLE I
GRANT**

Section 1.01 Lease. The Landlord does hereby lease to the Tenant, and the Tenant does hereby lease from the Landlord the Premises (as hereinafter defined) under the terms and conditions set forth herein. The term Premises, for this purpose, is defined as real properties, including, without limitation, land, buildings and leasehold improvements in existence on the date on which the Tenant opens the Store that will be located on the Premises for business to the public (the “Grand Opening Date”) or thereafter unless specifically excluded herein, located at 321 Yellowstone Ave., CODY, WY 82414 (the “Leased Property”).

**ARTICLE II
TERM**

Section 2.01 Term. The "Term" of this Lease shall commence as of the Grand Opening Date and shall continue thereafter until fifteen (15) years from the Grand Opening Date unless otherwise terminated under this Lease. The Grand Opening Date shall be reflected on the books and records of the Landlord and the Tenant.

Section 2.02 Option to Extend. Tenant, at its option, shall be entitled to the privilege of renewing this Lease for sixteen (16) successive periods of five (5) years upon the same terms and conditions, save and except that the Rent during said renewal period shall be adjusted as indicated in Article III. To exercise this option to extend, Tenant shall, in writing, notify Landlord at least seven (7) full months prior to the expiration of the Lease Term or previously exercised renewal period.

**ARTICLE III
RENT**

Section 3.01 Rent. The Tenant shall pay to the Landlord rent in an amount equal to eight percent (8%) of the Project Costs (as defined below) for the Leased Property (the "Base Rent") per year following the Grand Opening Date.

For purposes hereof, the term "Project Costs" shall mean the aggregate cost of acquisition and/or construction of the land, buildings and leasehold improvements comprising the Leased Property. The Project Costs shall be as reflected on the books and records of the Landlord, subject to the approval of the Tenant, which approval shall not be unreasonably withheld. Tenant will be deemed to have approved the Project Costs unless Tenant provides notice in writing to Landlord of its disapproval. In such event, Landlord and Tenant shall use best efforts to agree upon the proper amount of the Project Costs. If no agreement can be reached, the calculation of Project Costs by a nationally recognized accounting firm chosen by Landlord and reasonably satisfactory to Tenant shall be used.

Section 3.02 Rent in Option Period(s). In the event Tenant exercises its right to extend this Lease beyond the initial fifteen (15) year Term pursuant to Section 2.02, the Tenant shall pay to the Landlord rent in an amount equal to five percent (5%) greater than the amount agreed to and paid to Landlord in the immediate preceding Term. This five percent (5%) increase shall be applied with each successive option period the Tenant exercises.

Section 3.03 Payment of Rent. All Rent shall be payable monthly on or before the 1st day of the succeeding month, unless otherwise agreed to by the Landlord and the Tenant, of each year during the Term hereof.

This Lease shall be deemed and construed to be an "absolute net lease," and Tenant shall pay all Rent and other charges and expenses in connection with the Leased Property throughout the Term, without abatement, deduction, recoupment or setoff. Landlord shall have all legal, equitable and contractual rights, powers and remedies provided either in this Lease or by statute or otherwise in the case of nonpayment of the Rent. All Rent shall be provided to the Landlord at the following address:

Wal-Mart Real Estate Business Trust
2001 SE 10th Street
Bentonville, Arkansas 72716
Attn: Real Estate Accounting Department

or such other address as may be designated upon notice to the Tenant.

Unless otherwise expressly provided in this Lease, Tenant's obligation to pay Rent hereunder shall not terminate prior to the actual date contemplated by Landlord and Tenant and specifically set forth in Article II for the expiration of the Term, notwithstanding the exercise by Landlord of any or all of its rights hereunder or otherwise and the obligations of Tenant hereunder shall not be affected by reason of: any damage to or destruction of the Premises or any part thereof, any taking of the Premises or any part thereof or interest therein by condemnation or otherwise, any prohibition, interruption, limitation, restriction or prevention of Tenant's use, occupancy or enjoyment of the Premises or any part thereof, or any interference with such use, occupancy or enjoyment by any person or for any reason, any matter affecting title to the Premises, any eviction by paramount title or otherwise, any default by Landlord hereunder, the impossibility, impracticability or illegality of performance by Landlord, Tenant or both, any action of any Governmental Authority, Tenant's acquisition of ownership of all or part of the Premises (unless this Lease shall be terminated by a writing signed by all Persons, including any Mortgagee, having an interest in the Premises), any breach of warranty or misrepresentation, or any other cause whether similar or dissimilar to the foregoing and whether or not Tenant shall have notice or knowledge thereof and whether or not such cause shall now be foreseeable. The parties intend that the obligations of Tenant under this Lease shall be separate and independent covenants and agreements and shall continue unaffected unless such obligations have been modified or terminated pursuant to an express provision of this Lease.

ARTICLE IV TAXES AND ASSESSMENTS

Section 4.01 Payment of Taxes. During the Term of this Lease, the Tenant shall pay when due any and all taxes related to the Premises, licenses, fees, charges, expenses, assessments or other governmental impositions that may be fixed, charged, levied, assessed or otherwise imposed upon the Premises, the business conducted on the Premises, any inspection fees or taxes in lieu of the foregoing assessed directly against rental or lease payments, whether now existing or hereafter enacted. It is the purpose of

this Article to hold the Landlord harmless from any and all taxes associated directly with the Landlord's ownership of the Premises. The Tenant shall have the right, in its own name or in the Landlord's name, to contest or appeal any of the aforesaid taxes, license fees, assessments or other governmental impositions, provided that such contest or appeal shall be at the sole expense of the Tenant. In connection with any such contest or appeal, the Tenant shall have the right to delay or postpone the payment of any portion or all of any such tax, license fee, assessment or other governmental imposition pending the outcome of the Tenant's contest or appeal; provided, that the Tenant shall post all deposits, bonds, or other security, and otherwise comply at the Tenant's expense with all applicable requirements related to such contest or appeal.

ARTICLE V UTILITY SERVICES

Section 5.01 Utilities. The Landlord agrees that on the Grand Opening Date all necessary utility lines including, without limitation, electric, gas water, storm sewer and telephone lines, shall be available to the Premises, and that the Landlord shall not interfere with such availability at any time during the Term. During the Term of this Lease, the Tenant shall pay directly to the applicable utility companies the cost of all utility services furnished to the Premises including, without limitation, all charges for water, sewer, electricity, telephone and the cost of services used in heating, ventilating and cooling the Premises.

ARTICLE VI REPAIRS AND MAINTENANCE

Section 6.01 Repairs by the Tenant. During the Term of this Lease, the Tenant shall make all necessary exterior and interior non-structural repairs and maintenance, including, without limitation, the replacement of glass and the maintenance of the electrical, plumbing, heating and air conditioning systems and equipment serving solely the Premises, and if any such system or equipment serves an area other than the Premises, the Tenant shall only repair the portions thereof within the Premises which are for the sole benefit of the Premises. To the extent there is a sharing of space with another Tenant, expenses shall be the responsibility of the party utilizing the respective space.

Section 6.02 Alterations. During the Term of this Lease, the Tenant shall have the right to make any alterations, improvements, or additions to the Premises for the purpose of its business, provided such alterations, improvements, or additions are made substantially in accordance with the requirement of all federal, state and local laws, regulations and ordinances and public authorities having jurisdiction thereover, and provided that the value of the Premises shall not be diminished thereby. In making such alterations, improvements or additions, the Tenant may salvage any material which shall be removed or replaced. The Landlord agrees to cooperate where necessary and sign applications, permits or consents which may be required by public authorities, in connection with such

interior alterations, improvements or additions to the Premises required by the Tenant. The Landlord shall not be required or obligated to make any changes, alterations, additions, improvements or repairs on the Premises, or any part thereof, during the Term of the Lease. The Tenant shall also have the right to erect, install, maintain, and operate in the interior of the Premises such equipment and fixtures the Tenant may deem advisable. It is understood that any work of any kind made and done under this Section 6.02 shall be made and done at the Tenant's own cost, and the Tenant agrees to indemnify and hold the Landlord harmless from any and all mechanic's liens that may be filed by reason thereof. In the event of the ultimate removal, with or without Landlord's consent, of any personal property, equipment or fixtures, including signs, the Tenant agrees to repair any structural damage resulting therefrom.

Section 6.03 Governmental Compliance. The Tenant shall comply with all federal, state, county and municipal laws and ordinances, and all rules, regulations, and orders of any duly constituted governmental authority, present or future including, but not limited to the Americans with Disabilities Act of 1990, affecting the Premises, which (as to all of the foregoing) are related to the Tenant's particular use or occupancy of the Premises.

Section 6.04 Trade Fixtures, Equipment and Merchandise. All trade fixtures, furniture and furnishings, machinery and operating equipment, merchandise and stock-in-trade which shall be installed in or on the Premises by the Tenant shall be and remain the sole property of the Tenant and the Tenant reserves the right at any time and from time to time prior to the end of the Term to remove, without damage, any and all such property from the Premises, provided the Tenant is not in default of this Lease beyond any period of time allowed to cure.

Section 6.05 Delivery at the End of the Term. At the end or other expiration of the Term, the Tenant shall deliver up the Premises, as such may have been altered as permitted under this Lease, and the contents thereof (except for the Tenant's property referred to in Section 6.04 hereof) in good order and condition, except for reasonable use, wear and tear and destruction by fire and other casualties, subject to Article VIII.

ARTICLE VII SUBORDINATION

Section 7.01 Right to Mortgage. The Tenant, upon request of the Landlord will subordinate this Lease to any mortgages which now or hereafter affects the Premises and to any renewals, modifications or extensions of such mortgage. At the Landlord's request, the Tenant will execute and deliver such instruments subordinating this Lease to any first mortgage.

**ARTICLE VIII
INSURANCE**

Section 8.01 Liability Insurance. During the Term, the Tenant shall maintain or cause to be maintained, comprehensive public liability insurance against claims or personal injury or death and property damage that are associated by "occurrences" (including accidents) taking place upon, in or on the Premises, such insurance to afford protection to the limit of not less than \$1,000,000 on a per occurrence basis. The insurance required by this Section 8.01 shall be effected under a valid and enforceable policy issued by a company licensed to write comprehensive public liability insurance within the state in which the particular Premises is located. Tenant shall have the right to insure the Premises under a blanket insurance policy, or to insure the Premises through a wholly owned captive insurance company, or to self-insure the Premise as long as the net worth of the Tenant exceeds One Hundred Million Dollars (\$100,000,000). The policy of insurance required by this Section 8.01 shall not be canceled or materially altered without at least thirty (30) days prior written notice to the Landlord. The policy of insurance described in this Section 8.01 shall name the Landlord as an additional insured and shall provide that such policy shall not be canceled or materially altered without at least thirty (30) days prior written notice to the Landlord.

Section 8.02 Casualty Insurance. The Tenant shall keep the Premises continuously insured against loss or damage by fire and such other risks as are from time to time covered by an "all risk" property insurance policy. The policy of insurance described in this Section 8.02 shall name the Landlord as an additional insured. The insurance required by this Section 8.02 shall be effected under a valid and enforceable policy issued by a company that is licensed to write "all risk" insurance. Tenant shall have the right to insure the Premises under a blanket insurance policy, or to insure the Premises through a wholly owned captive insurance company, or to self-insure the Premise as long as the net worth of the Tenant exceeds One Hundred Million Dollars (\$100,000,000). The policy of insurance required by this Section 8.02 shall not be canceled or materially altered without at least thirty (30) days prior written notice to the Landlord.

**ARTICLE IX
EXPENSES**

Section 9.01 Tenant's Obligations. During the Term of this Lease, the Tenant shall pay all expenses and obligations relating to the Leased Property (except as otherwise specifically provided herein) which may arise or become due during the Lease Term, and the Tenant shall indemnify and hold the Landlord harmless against such expenses and obligations.

**ARTICLE X
ASSIGNMENT AND SUBLETTING**

Section 10.01 Assignment and Subletting. The Tenant may assign this Lease in whole or in part, or sublet all or any part of the Premises, or permit occupancy of all or any part of the Premises.

**ARTICLE XI
DEFAULT**

Section 11.01 Default. If installments of Rent or any other amount payable hereunder are not paid by the Tenant when the same becomes due, or the Tenant shall default under any other term, condition, covenant or obligation on the part of the Tenant to be kept or performed, then, in any of said cases the Landlord may, in addition to any other rights and remedies the Landlord may have under this Lease or under applicable law, terminate this Lease without further notice and re-enter and take possession of the Premises and remove all persons and their property therefrom so as to recover at once full and exclusive possession of all the Premises, whether in possession of the Tenant or of third persons, or vacant, and the Tenant's liability for rent and all other liability shall survive any such termination and re-entry. However, Tenant shall have 60 days in which to cure a default.

Section 11.02 Performance by the Landlord. If the Tenant shall fail to perform any act on its part to be performed hereunder, the Landlord may (but shall not be obligated so to do) perform such act without waiving or releasing the Tenant from any of its obligations relative thereto. All sums paid or costs incurred by the Landlord in so performing such acts under this Section 11.02, together with reasonable attorneys' fees from the date each such payment was made or each such cost incurred by the Landlord, shall be payable by the Tenant to the Landlord on demand.

Section 11.03 Remedies. No reference to nor exercise of any specific right or remedy by the Landlord shall prejudice or preclude the Landlord from exercising or invoking any other remedy in respect thereof, whether allowed at law or in equity or expressly provided for herein. No such remedy shall be exclusive or dependent upon any other such remedy, but the Landlord may from time to time exercise any one or more of such remedies independently or in combination.

Section 11.04 Holdover by the Tenant. If the Tenant holds over or remains in possession or occupancy of the Premises after the expiration or earlier termination of the Term, without any written Lease of the Premises being actually made and duly entered into by the Landlord and the Tenant, such holding over or continued possession or occupancy shall create only a tenancy from month to month upon the terms (other than the length of Term) herein specified and at the monthly Rent payable by the Tenant to the Landlord in effect during the period immediately preceding such holding over; provided, however, that the Landlord shall have the right to obtain possession of the Premises and to recover

from the Tenant all reasonable and ordinary legal expense incurred by the Landlord in obtaining possession thereof.

Section 11.05 Early Termination if Premises Not Acquired By Landlord. If the Landlord does not acquire possession of the Premises on or about the Grand Opening Date, the failure of the Landlord to deliver possession of the Premises to the Tenant as contemplated herein shall not be considered an event of default and Tenant shall have no recourse against the Landlord for such failure to deliver possession. Rather, in the event the Premises are not acquired by Landlord, this Lease shall terminate.

ARTICLE XII CLAIMS

Section 12.01 Indemnification. The Tenant agrees to indemnify and hold harmless the Landlord from any and all claims, damages, liabilities, causes of action or costs (including attorneys' fees and costs of suit), however caused, to the extent they arise out of, directly or indirectly, (a) the Tenant's use or occupancy of the Premises, or (b) any breach by the Tenant of its obligation hereunder (including those in respect of the Prime Lease).

Section 12.02 Waiver of Claims. Notwithstanding anything contained herein to the contrary, the Landlord and the Tenant hereby release one another, (to the other or anyone claiming through or under them by way of subrogation or otherwise) for any loss or damage covered by insurance even if such loss or damage shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible.

Section 12.03 Premises Taken "As-Is Where-Is With All Faults". The Tenant agrees that by executing this Lease it is accepting the Premises from the Landlord in its condition "AS-IS WHERE IS WITH ALL FAULTS"

Section 12.04 Limitation on Tenant's Recourse. Tenant's sole recourse against Landlord, and any successor to the interest of Landlord in the Leased Property, is to the interest of Landlord, and any such successor, in the Leased Property. Tenant will not have any right to satisfy any judgment which it may have against Landlord, or any such successor, from any other assets of Landlord, or any such successor. In this section, the terms "Landlord" and "successor" include the shareholders, venturers, and partners of "Landlord" and "successor" and the officers, directors, and employees of the same.

**ARTICLE XIII
NOTICE**

Section 13.01 Notices. All notices of any kind required under the provisions of this Lease shall be by personal service or by United States mail, postage prepaid, certified or registered, return receipt requested, addressed as follows:

If to the Landlord:

Don Etheredge
Senior Director, Wal-Mart Realty
2001 SE 10th Street
Bentonville, AR 72716

Don.Etheredge@wal-mart.com

If to the Tenant:

Wal-Mart Stores, Inc.
2001 SE 10th Street
Bentonville, Arkansas 72716
Attn: Tony Fuller, Senior Vice President
E-mail: Tony.Fuller@wal-mart.com

Either party may, by such notice, designate a new or other address to which notice may be mailed. Any notice given hereunder shall be deemed received upon deposit in the United States Mail in accordance with the foregoing. Notices given in any other manner shall be deemed given only upon actual receipt (which shall include receipt by electronic delivery) by the party in question.

**ARTICLE XIV
GAS STATION**

Section 14.01 Gas Station. It is understood and agreed, subject to applicable restrictions, that throughout the Term of this Lease, Tenant and its agents, employees, customers, contractors, subtenants, licensees, affiliates and concessionaires (the "Subtenant") shall have the exclusive right to use the Common Area within the Subtenant's tax plat (in the location designated on the Site Plan shown on Exhibit B) for the construction and operation of a gas station (the "Gas Station"). Tenant's Subtenant who operates the Gas Station will be responsible for (i) compliance with all environmental laws and regulations, (ii) performance of any required remediation in

compliance with environmental laws and regulations, (iii) indemnifying Landlord against any claims (excluding punitive and consequential damages) arising directly out of the Gas Station's operations, and (iv) obtaining any necessary governmental approvals or permits including, but not limited to, reduction of parking ratios and permits prior to construction and operating the Gas Station. Landlord waives any objection to any reduction in parking ratios as a result of placing a Gas Station on Subtenant's tax plat.

ARTICLE XV TERMINATION

Section 15.01. Sale and Termination of Lease By Landlord. In the event Landlord enters into a contract to sell its interest in the Leased Property, Landlord may terminate this Lease by giving thirty (30) days prior Notice to Tenant, and then, as of the closing of such sale, this Lease shall terminate and be of no further force and effect except as to any obligations existing as of such date that survive termination of this Lease, and all Rent shall be adjusted as of such date. As compensation for the early termination of Tenant's leasehold estate hereunder, Landlord shall, at Landlord's election:

(a) pay to Tenant a termination payment equal to the Fair Market Value of Tenant's leasehold estate in the Premises (a "Termination Payment"), which Termination Payment shall be paid by Landlord to Tenant within eighteen (18) months after the termination of this Lease; or

(b) within eighteen (18) months after termination of this Lease, offer to lease to Tenant, or cause Tenant to be offered the opportunity to lease, one or more substitute store properties comparable to the Premises (i.e., comparable market and substantially similar class, quality and condition of property) pursuant to one or more leases ("Substitute Leases") that would create for Tenant leasehold estates that have an aggregate fair market value of no less than the Termination Payment that otherwise would be payable with respect to the fair market value of Tenant's leasehold estate in the Premises.

In the event Landlord subsequently elects and complies with the option described in (b) above, the Substitute Leases shall not take into account the amount of the Termination Payment accrued to the date the Substitute Leases are entered into and Landlord shall have no further responsibility or obligation with respect to the Termination Payment. If Landlord elects and complies with the option described in (b) above, regardless of whether Tenant enters into any of the Substitute Leases, Landlord shall have no further obligations to Tenant with respect to compensation for the early termination of this Lease.

Section 15.02. Termination of Lease By Tenant. Tenant shall have the right to terminate this Lease on sixty (60) days notice at any time following the second (2nd) anniversary of the date of this Lease. Tenant may terminate this Lease prior to the second (2nd) anniversary of this Lease, Tenant shall pay to Landlord a Termination Fee equal to the present value of Base Rent for one year.

**ARTICLE XVI
MISCELLANEOUS**

Section 16.01 Applicable Law. This Lease shall be construed under the laws of the State where the particular Premises is located.

Section 16.02 Severability. Each provision contained herein shall be deemed separate and distinct from all other provisions, and if any one of them shall be declared illegal or unenforceable, the same shall not affect the legality or enforceability of the other terms, conditions, and provisions hereof, which shall remain in full force and effect.

Section 16.03 Successors and Assigns. This Lease shall bind and apply to the benefit of the successors and assigns of the respective parties hereto but this provision shall not authorize the assignment or under letting of this Lease contrary to the provisions herein contained.

Section 16.04 Attorney's Fees. In the event of any action or proceeding between the parties hereto arising under or in respect of this Lease, the prevailing party shall be entitled to recover its attorney fees and costs in connection therewith.

Section 16.05 Entire Agreement. This Agreement sets forth the entire agreement and understanding between the parties with respect to the subject matter hereof. Any oral representations or modifications concerning this instrument shall be of no force or effect unless contained in a subsequent written modification signed by a duly authorized officer or agent of the party to be bound thereby.

Section 16.06 Amendments. This Agreement shall not be modified or amended except by an instrument in writing signed by both parties.

Section 16.07 Headings. The descriptive headings contained herein are for convenience only and shall not control or affect the meaning, interpretation or construction of any provision of this Agreement.

Section 16.08 Waiver. No failure of the Landlord or the Tenant to exercise any power or right granted hereunder or to insist upon strict compliance with any obligation specified herein, and no custom or practice at variance with the terms hereof shall constitute a waiver of said power or right or of the Landlord's or the Tenant's right to demand exact compliance with the terms hereof.

Section 16.09 Federal Compliance. In exercising any rights and privileges in this Lease or in the conduct of its business operations in the Leased Premises, Tenant shall (i) comply in all respects with all immigration laws, statutes, rules, codes and regulations, (ii) properly maintain all records required by the United States Citizenship and Immigration Services (the "USCIS"), including, without limitation, the completion and maintenance of the Form I-9 for each of Tenant's employees at the Leased Premises, and

(iii) respond in a timely fashion to any inspection requests related to such I-9 Forms. Tenant shall fully cooperate in all respects with any audit, inquiry, inspection or investigation that may be conducted by the USCIS of Tenant or any of its employees at the Leased Premises. Tenant shall promptly correct any defects or deficiencies which are identified. If, at any time during this Lease, (x) Landlord obtains actual knowledge of Tenant's violation or breach of any provision of this Section, or (y) the USCIS determines that Tenant has not complied with any of the immigration laws, statutes, rules, codes and regulations of the United States with regard to this Lease or the conduct of its business operations in the Leased Premises, Landlord may, in its sole discretion, terminate this Lease unless Tenant shall cure the violation or breach within fifteen (15) days following notice thereof from Landlord or in such additional time as may be necessary if Tenant, within fifteen (15) days after notice, commences and continuously thereafter pursues the cure with diligence; in any event, the cure must be accomplished within ninety (90) days after notice; provided that if a violation or breach of this section shall occur more than three (3) times in a Lease Year, Tenant's right to cure shall be extinguished. Tenant shall contractually require all contractors performing any of Tenant's obligations in accordance with this Lease (and those contractors shall in turn so contractually require their subcontractors) to comply with the covenants set forth in this section. Noncompliance by a contractor or subcontractor shall not be a default by Tenant hereunder unless Tenant shall fail to either enforce compliance under its contracts or to dismiss the offending party from the job within the time periods set forth above.

EXHIBIT A
Store #1778 CODY, WY

Cody, WY
Store No. 1778

FIRST AMENDMENT TO LEASE AGREEMENT
Store #1778
CODY, WYOMING

This First Amendment to Lease Agreement (this "Amendment") is made and entered into as of this 4th day of August, 2010 by and between Wal-Mart Real Estate Business Trust, a Delaware statutory trust (the "Landlord"), and Wal-Mart Stores, Inc., a Delaware corporation (the "Tenant"), collectively throughout the remainder of this Amendment the two are referred to as the "Parties."

WITNESSETH:

WHEREAS, Landlord and Tenant are parties to that certain Lease Agreement, made and entered into as of March 30, 2009 with an effective date of February 1, 2007 (the "Lease).

WHEREAS, Landlord and Tenant desire to amend the Lease to re-define use of the Premises as provided herein and made a part hereof.

NOW, THEREFORE, in consideration of the terms, covenants and conditions set forth below, and other valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, Landlord and Tenant hereby acknowledge and agree that the Lease is hereby amended as follows:

Section 1. Lease. Section 1.01 of the Lease is hereby amended to provide and add that the Tenant shall have the right to use the "Premises" for any lawful purpose, including alcohol sales on the "Premises."

Section 2. Ratification. Landlord and Tenant hereby ratify the terms of the Lease, as amended by this Amendment. Landlord and Tenant represent and warrant to each other that, as of the date of this Amendment, there are no defaults by Landlord or Tenant and, to the best of Landlord's and Tenant's knowledge, no event has occurred or situation exists which would, with the passage of time, constitute a default by Landlord or Tenant under the Lease.

Section 3. Effective Date. On and after the date of this Amendment, each reference in the Lease to "this Agreement," "this Lease," "hereunder," "hereof" or words with similar meaning referring to the Lease, shall mean the Lease as amended by this Amendment.

Section 4. Entire Agreement; Full Force and Effect. This Amendment constitutes the entire agreement between the parties hereto with respect to the subject matter of this Amendment. The Lease and this Amendment may be modified only by a written agreement signed by Landlord and Tenant. Except as specifically amended by this Agreement, the Lease remains unmodified. The Lease, as amended by this Amendment, remains in full force and effect.

Lease Amendment
Cody, WY
Store #1778

Section 5. Counterparts. This Amendment may be executed in counterparts, each of which when taken together shall constitute one entire agreement.

Section 6. Definitions. All capitalized terms not expressly defined in this Amendment shall have the meanings set forth in the Lease.

Lease Amendment
Cody, WY
Store#1778

Exhibit "A"

**Store #1778
Cody, Wyoming
321 Yellowstone Avenue, Cody, Wyoming**

**Lease Amendment
Cody, WY
Store #1778**

Wachovia Bank, N.A.
6th Floor
171 Seventeenth Street
Atlanta, GA 30363



February 11, 2008

WACHOVIA SECURITIES

Wal Mart Stores, Inc.
Corporate Offices
c/o Ms. Shelley Wolf
702 SW 8th Street
Bentonville, AR 72716-0100

To Whom It May Concern:

Please accept this letter as the official reference by Wal Mart Stores, Inc. of Bentonville, Arkansas. The reference is as of February 11, 2008.

Credit

Wachovia Securities presently extends a medium 9 figure Unsecured Line of Credit for working capital and/or commercial paper support. Presently, no principal balance is outstanding and this credit facility has not been utilized for the last three years. In addition, we provide Letters of Credit in the 7-digit range.

Deposit Balances

We have several Demand Deposit Accounts, established since 1986, which have an aggregate daily balance of high 9-figures.

Other Services

We presently provide Cash Management Services and participate in bond underwritings.

If you have any further questions regarding this relationship, please contact Sherry Ferrell at 800-590-7868, opt 603 or extension 85757.

Sincerely,

Gilbert H. Reese
Director
Wachovia Securities

STATEMENT OF FINANCIAL CONDITION

WAL-MART STORES, INC.

Wal-Mart Stores, Inc. is in a solid financial position, with over \$100 Billion in Gross Profit in 2010 and \$14 Billion in Net Income in 2010. In 2010 Wal-Mart Stores, Inc. was the world's largest public corporation by revenue. It was founded in 1962, incorporated in 1969, and has been a successful business ever since. Wal-Mart Stores, Inc. has unparalleled financial stability.

Lori Cottrell

Lori Cottrell
Assistant Secretary, Wal-Mart Stores, Inc.

STATE OF ARKANSAS)
)
COUNTY OF BENTON)

Sworn to and subscribed before me this 13th day of January, 2011, by Lori Cottrell.

My commission expires May 21, 2018.

[Signature]

Notary Public



AFFIDAVIT

WAL-MART STORES, INC.

Wal-Mart Stores, Inc. is publicly traded on the New York Stock Exchange with 11 billion shares authorized and approximately 3,786,000,000 shares issued as of January 31, 2010. No individual owns more than 1% stock.

Lori Cottrell

Lori Cottrell
Assistant Secretary, Wal-Mart Stores, Inc.

STATE OF ARKANSAS)
)
COUNTY OF BENTON)

Sworn to and subscribed before me this 13th day of January, 2011, by Lori Cottrell.

My commission expires May 21, 2018.

[Signature]

Notary Public





Financial Highlights

<i>Fiscal Year Ended January 31, (In billions, except per share data)</i>	2010	2009	2008	2007	2006
Net sales ⁽¹⁾	\$405.0	\$401.1	\$373.8	\$344.8	\$308.9
Net sales increase	1.0%	7.3%	8.4%	11.6%	9.8%
Operating income ⁽¹⁾	\$ 24.0	\$ 22.8	\$ 22.0	\$ 20.5	\$ 18.7
Earnings per share ⁽¹⁾	\$ 3.72	\$ 3.35	\$ 3.16	\$ 2.92	\$ 2.72
Dividend per share ⁽²⁾	\$ 1.09	\$ 0.95	\$ 0.88	\$ 0.67	\$ 0.60

⁽¹⁾ Additional details can be found in the footnotes of the Five-Year Financial Summary.

⁽²⁾ Annual dividend declared for fiscal year 2011 is \$1.21.

<i>Fiscal Year Ended January 31, (In billions)</i>	2010	2009
ROI ⁽¹⁾	19.3%	19.3%
ROA	8.9%	8.4%
Free cash flow ⁽¹⁾	\$14.1	\$11.6
Net cash provided by operating activities	\$26.2	\$23.1

⁽¹⁾ ROI and free cash flow are non-GAAP measures, which are shown with their closest GAAP measures, ROA and net cash provided by operating activities, respectively. The reconciliations and other information regarding these non-GAAP measures can be found in the Management's Discussion and Analysis of Financial Condition and Results of Operations included in this Annual Report.

Business Description:

Walmart was built on the foundation of saving people money so they can live better. This mission has allowed the company to grow to more than 8,400 stores in 15 countries around the world. The culture and values instilled by company founder Sam Walton come alive daily, as Walmart's 2 million associates serve more than 200 million customers and members each week.

EXECUTIVE OFFICERS

Eduardo Castro-Wright

Vice Chairman, Wal-Mart Stores, Inc.

M. Susan Chambers

Executive Vice President, Global People

Brian C. Cornell

Executive Vice President, President and Chief Executive Officer, Sam's Club

Leslie A. Dach

Executive Vice President, Corporate Affairs and Government Relations

Michael T. Duke

President and Chief Executive Officer

Rollin L. Ford

Executive Vice President, Chief Information Officer

Thomas D. Hyde

Executive Vice President, Legal, Ethics, and Corporate Secretary

C. Douglas McMillon

Executive Vice President, President and Chief Executive Officer, Walmart International

Thomas M. Schoewe

Executive Vice President and Chief Financial Officer

H. Lee Scott, Jr.

Chairman of the Executive Committee of the Board of Directors

S. Robson Walton

Chairman of the Board of Directors

Steven P. Whaley

Senior Vice President and Controller

Walmart

2010

Financial Report

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MID-FINANCIAL REVIEW

Five-Year Financial Summary

(Amounts in millions except per share and unit count data)
As of and for the Fiscal Years Ended January 31,

	2010	2009	2008	2007	2006
Operating Results ⁽¹⁾					
Net sales	\$401,087	\$401,087	\$373,821	\$344,759	\$308,945
Net sales increase	7.3%	7.3%	8.4%	11.6%	9.8%
Comparable store sales in the United States ⁽²⁾	3.5%	3.5%	1.6%	2.0%	3.4%
Walmart U.S.	3.2%	3.2%	1.0%	1.9%	3.0%
Sam's Club	4.9%	4.9%	4.9%	2.5%	5.0%
Gross profit margin	24.2%	24.2%	24.0%	23.4%	23.1%
Operating, selling, general and administrative expenses, as a percentage of net sales	19.3%	19.3%	19.0%	18.5%	18.0%
Operating income	\$22,798	\$22,798	\$21,952	\$20,497	\$18,693
Income from continuing operations attributable to Walmart	13,254	13,254	12,863	12,189	11,386
Per share of common stock:					
Income from continuing operations attributable to Walmart, diluted	\$3.35	\$3.35	\$3.16	\$2.92	\$2.72
Dividends	0.95	0.95	0.88	0.67	0.60
Financial Position					
Inventories	\$34,511	\$34,511	\$35,159	\$33,667	\$31,910
Property, equipment and capital lease assets, net	95,653	95,653	96,867	88,287	77,863
Total assets	163,429	163,429	163,514	151,587	138,793
Long-term debt, including obligations under capital leases	34,549	34,549	33,402	30,735	30,096
Total Walmart shareholders' equity	65,285	65,285	64,608	61,573	53,171
Unit Counts					
Walmart U.S. Segment	3,656	3,656	3,550	3,443	3,289
International Segment	3,605	3,605	3,098	2,734	2,158
Sam's Club Segment	602	602	591	579	567
Total units	7,863	7,863	7,239	6,756	6,014

(1) In connection with the company's finance transformation project, we reviewed and adjusted the classification of certain revenue and expense items within our Consolidated Statements of Income for financial reporting purposes. Although the reclassifications impacted net sales, gross margin and operating, selling, general and administrative expenses, they did not impact operating income or income from continuing operations attributable to Walmart. The changes were effective February 1, 2009 and have been reflected for fiscal years 2010, 2009 and 2008.

(2) Comparable store and club sales include fuel. For fiscal 2006, we considered comparable sales to be sales at stores and clubs that were open as of February 1st of the prior fiscal year and which had not been converted, expanded or relocated since that date. Fiscal 2008 and fiscal 2007 comparable sales includes all stores and clubs that have been open for at least the previous 12 months. Additionally, for those fiscal years, stores and clubs that are relocated, expanded or converted are excluded from comparable sales for the first 12 months following the relocation, expansion or conversion. Fiscal 2010 and 2009 comparable sales include sales from stores and clubs open for the previous 12 months, including remodels, relocations and expansions. Fiscal 2008 and prior fiscal years' comparable sales do not reflect reclassifications effective February 1, 2009, as noted above.

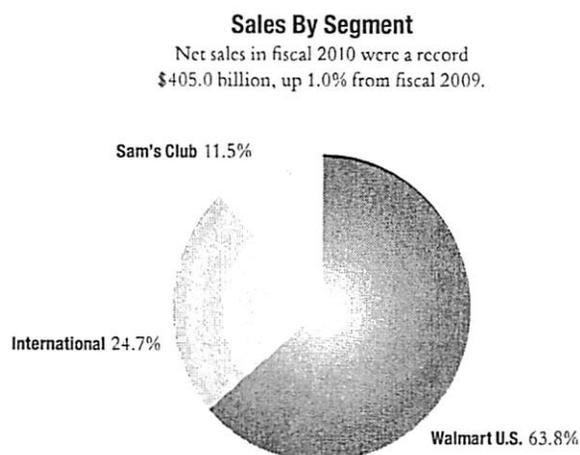
Management's Discussion and Analysis of Financial Condition and Results of Operations

Introduction

Wal-Mart Stores, Inc. ("Walmart," the "company" or "we") operates retail stores in various formats around the world and is committed to saving people money so they can live better. We earn the trust of our customers every day by providing a broad assortment of quality merchandise and services at every day low prices ("EDLP"), while fostering a culture that rewards and embraces mutual respect, integrity and diversity. EDLP is our pricing philosophy under which we price items at a low price every day so that our customers trust that our prices will not change under frequent promotional activity. Our focus for Sam's Club is to provide exceptional value on brand name merchandise at "members only" prices for both business and personal use. Internationally, we operate with similar philosophies. Our fiscal year ends on January 31 for our U.S., Canada and Puerto Rico operations. Our fiscal year ends on December 31 for all other operations.

We intend for this discussion to provide the reader with information that will assist in understanding our financial statements, the changes in certain key items in those financial statements from year to year, and the primary factors that accounted for those changes, as well as how certain accounting principles affect our financial statements. We also discuss certain performance metrics that management uses to assess our performance. The discussion also provides information about the financial results of the various segments of our business to provide a better understanding of how those segments and their results affect the financial condition and results of operations of the company as a whole. This discussion should be read in conjunction with our Consolidated Financial Statements as of January 31, 2010, and the year then ended, and accompanying notes.

Our operations comprise three business segments: Walmart U.S., International and Sam's Club. The Walmart U.S. segment includes the company's mass merchant concept in the United States, operating under the "Walmart" or "Wal-Mart" brand, as well as walmart.com. The International segment consists of the company's operations outside of the 50 United States. The Sam's Club segment includes the warehouse membership clubs in the United States, as well as samsclub.com.



Throughout this Management's Discussion and Analysis of Financial Condition and Results of Operations, we discuss segment operating income and comparable store sales. The company measures the results of its segments using, among other measures, each segment's operating income which includes certain corporate overhead allocations. From time to time, we revise the measurement of each segment's operating income, including any corporate overhead allocations, as dictated by the information regularly reviewed by our chief operating decision maker. When we do so, the segment operating income for each segment affected by the revisions is restated for all periods presented to maintain comparability.

In connection with the company's finance transformation project, we reviewed and adjusted the classification of certain revenue and expense items within our Consolidated Statements of Income for financial reporting purposes. The reclassifications did not impact operating income or consolidated net income attributable to Walmart. The changes were effective February 1, 2009 and have been reflected in all periods presented.

Comparable store sales is a measure which indicates the performance of our existing U.S. stores and clubs by measuring the growth in sales for such stores for a particular period over the corresponding period in the prior year. In fiscal 2008, our method of calculating comparable store sales included all stores and clubs that were open for at least the previous 12 months. Additionally, stores and clubs that were relocated, expanded or converted were excluded from comparable store sales for the first 12 months following the relocation, expansion or conversion. During fiscal year 2008, the company reviewed its definition of comparable store sales for consistency with other retailers. As a result of that review, since February 1, 2008, Walmart's definition of comparable store sales includes sales from stores and clubs open for the previous 12 months, including remodels, relocations and expansions. Changes in format continue to be excluded from comparable store sales when the conversion is accompanied by a relocation or expansion that results in a change in square footage of more than five percent. Since the impact of this revision is inconsequential, the company will not restate comparable store sales results for previously reported years. Comparable store sales are also referred to as "same-store" sales by others within the retail industry. The method of calculating comparable store sales varies across the retail industry. As a result, our calculation of comparable store sales is not necessarily comparable to similarly titled measures reported by other companies.

In discussions of our consolidated results and the operating results of our International segment, we sometimes refer to the impact of changes in currency exchange rates. When we refer to changes in currency exchange rates or currency exchange rate fluctuations, we are referring to the differences between the currency exchange rates we use to convert the International segment's operating results from local currencies into U.S. dollars for reporting purposes. The impacts of currency exchange rate fluctuations are typically calculated as the difference between current period activity translated using the current period's currency exchange rates and the comparable prior year period's currency exchange rates, respectively. We use this method for all countries where the functional currency is not U.S. denominated.

Management's Discussion and Analysis of Financial Condition and Results of Operations

Operating Results

We operate in the highly competitive retail industry in both the United States and the countries we serve internationally. We face strong sales competition from other discount, department, drug, variety and specialty stores, warehouse clubs, and supermarkets, many of which are national, regional or international chains, as well as internet-based retailers and catalog businesses. We compete with a number of companies for prime retail site locations, as well as in attracting and retaining quality employees (whom we call "associates"). We, along with other retail companies, are influenced by a number of factors including, but not limited to: general economic conditions, cost of goods, consumer disposable income, consumer debt levels and buying patterns, consumer credit availability, interest rates, customer preferences, unemployment, labor costs, inflation, deflation, currency exchange fluctuations, fuel and energy prices, weather patterns, climate change, catastrophic events, competitive pressures and insurance

costs. Further information on risks to our company can be located in "Item 1A. Risk Factors" in our Annual Report on Form 10-K for the fiscal year ended January 31, 2010.

Company Performance Metrics

The company's performance metrics emphasize three priorities for improving shareholder value: growth, leverage and returns. The company's priority of growth focuses on sales growth; the priority of leverage encompasses the company's metric to increase our operating income at a faster rate than the growth in net sales by growing our operating, selling, general and administrative expenses ("operating expenses") at a slower rate than the growth of our net sales; and the priority of returns focuses on how efficiently the company employs our assets through return on investment ("ROI") and how effectively the company manages working capital through free cash flow.

Growth

Net Sales

(Dollar amounts in millions)	Fiscal Years Ended January 31,							
	2010			2009			2008	
	Net sales	Percent of total	Change from prior year	Net sales	Percent of total	Percent increase	Net sales	Percent of total
Walmart U.S.	\$255,348	63.7%	6.9%	\$255,348	63.7%	6.9%	\$238,915	63.9%
International	109,197	27.3%	1.2%	98,840	24.6%	9.1%	90,570	24.2%
Sam's Club	46,343	11.7%	5.8%	46,899	11.7%	5.8%	44,336	11.9%
Net Sales	\$405,087	100.0%	1.0%	\$401,087	100.0%	7.3%	\$373,821	100.0%

Our net sales increased by 1.0% and 7.3% in fiscal 2010 and 2009, respectively, when compared to the previous fiscal year. Net sales in fiscal 2010 increased due to increased customer traffic, continued global expansion activities and the acquisition of our Chilean subsidiary, Distribución y Servicio ("D&S") in January 2009, offset primarily by a \$9.8 billion unfavorable currency exchange rate impact in our International segment and price deflation in certain merchandise categories in our Walmart U.S. segment. Net sales in fiscal 2009 increased due to our global expansion activities and comparable store sales increases, offset by a \$2.3 billion unfavorable currency exchange rate impact. Despite the unfavorable impact of currency exchange rates, the International segment's net sales as a percentage of total company net sales increased in fiscal 2010 and 2009, respectively. Volatility in currency exchange rates may continue to impact the International segment's net sales in the future.

Comparable store sales is a measure which indicates the performance of our existing U.S. stores by measuring the growth in sales for such stores for a particular period over the corresponding period in the prior year. Comparable store sales in the United States decreased 0.8% in fiscal 2010 and increased 3.5% in fiscal 2009. Although customer traffic increased in fiscal 2010, comparable store sales in the United States were lower than fiscal 2009 due to deflation in certain merchandise categories and lower fuel prices. Comparable store sales in the United States in fiscal 2009 were higher than fiscal 2008 due to an increase in customer traffic, as well as an increase in average transaction size per customer.

As we continue to add new stores in the United States, we do so with an understanding that additional stores may take sales away from existing units. We estimate the negative impact on comparable store sales as a result of opening new stores was approximately 0.6% in fiscal 2010 and 1.1% in fiscal 2009. With our planned slower new store growth, we expect the impact of new stores on comparable store sales to stabilize over time.

Comparable Store Sales

	Fiscal Years Ended January 31,		
	2010	2009	2008
Walmart U.S.	-0.8%	3.2%	1.0%
Sam's Club ⁽¹⁾	-1.1%	4.9%	4.9%
Total U.S.	-0.9%	3.5%	1.6%

(1) Sam's Club comparable club sales include fuel. Fuel sales had a negative impact of 2.1 percentage points in fiscal year 2010, and positive impact of 1.2 and 0.7 percentage points in fiscal years 2009 and 2008, respectively, on comparable club sales.

Management's Discussion and Analysis of Financial Condition and Results of Operations

Leverage

(Dollar amounts in millions)	Fiscal Years Ended January 31,							
	2010			2009			2008	
	Operating income	Percent of total	Percent increase	Operating income	Percent of total	Percent increase	Operating income	Percent of total
Walmart U.S.	\$19,897	81.3%	5.2%	\$18,562	81.4%	6.8%	\$17,383	79.2%
International	3,631	21.3%	1.5%	4,940	21.7%	4.6%	4,725	21.5%
Sam's Club	1,517	6.1%	(8.1)%	1,646	7.2%	(0.1)%	1,648	7.5%
Other	(2,117)	(8.7)%	(9.9)%	(2,350)	(10.3)%	30.3%	(1,804)	(8.2)%
Total operating income	\$22,758	100.0%	2.1%	\$22,798	100.0%	3.9%	\$21,952	100.0%

We believe growing operating income at a faster rate than net sales growth is a meaningful measure because it indicates how effectively we manage costs and leverage operating expenses. Our objective is to grow operating expenses at a slower rate than net sales.

Operating Expenses

In fiscal 2010, operating expenses increased 2.7% when compared to fiscal 2009, while net sales increased 1.0% over the same period. Operating expenses grew at a faster rate than net sales due to higher health benefit costs, restructuring charges and higher advertising expenses. In fiscal 2009, operating expenses increased 9.3% compared to fiscal 2008 while net sales increased 7.3% over the same period. Operating expenses grew at a faster rate than net sales in fiscal 2009 primarily due to higher utility costs, legal matters, higher health benefit costs and increased corporate expenses.

Operating Income

For fiscal 2010, we met our objective of growing operating income at a faster rate than net sales. Our operating income increased by 5.1% when compared to fiscal 2009, while net sales increased by 1.0% over the same period. Our Walmart U.S. and International segments met this objective. Our Sam's Club segment fell short of this objective primarily due to a \$174 million charge to restructure its operations, including the closure of 10 clubs. For fiscal 2009, we did not meet our objective because our operating income increased by 3.9% when compared to fiscal 2008, while net sales increased by 7.3% over the same period. The Walmart U.S. and Sam's Club segments fell short of this objective due to increases in operating expenses. The International segment fell short of this objective due to accruals for certain legal matters and fluctuations in currency exchange rates.

Returns

Return on Investment

Management believes return on investment is a meaningful metric to share with investors because it helps investors assess how effectively Walmart is employing its assets. Trends in ROI can fluctuate over time as management balances long-term potential strategic initiatives with any possible short-term impacts. ROI was 19.3 percent for both fiscal years ended January 31, 2010 and 2009.

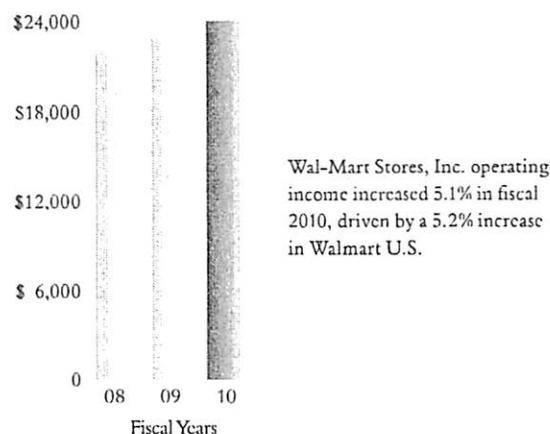
We define ROI as adjusted operating income (operating income plus interest income, depreciation and amortization and rent expense) for the fiscal year divided by average invested capital during that period. We consider average invested capital to be the average of our beginning

and ending total assets of continuing operations plus accumulated depreciation and amortization less accounts payable and accrued liabilities for that period, plus a rent factor equal to the rent for the fiscal year multiplied by a factor of eight.

ROI is considered a non-GAAP financial measure under the SEC's rules. We consider return on assets ("ROA") to be the financial measure computed in accordance with GAAP that is the most directly comparable financial measure to ROI as we calculate that financial measure. ROI differs from ROA (which is income from continuing operations for the fiscal year divided by average total assets of continuing operations for the period) because ROI: adjusts operating income to exclude certain expense items and adds interest income; adjusts total assets from continuing operations for the impact of accumulated depreciation and amortization, accounts payable and accrued liabilities; and incorporates a factor of rent to arrive at total invested capital.

Although ROI is a standard financial metric, numerous methods exist for calculating a company's ROI. As a result, the method used by management to calculate ROI may differ from the methods other companies use to calculate their ROI. We urge you to understand the methods used by another company to calculate its ROI before comparing our ROI to that of such other company.

Wal-Mart Stores, Inc. Operating Income (Amounts in millions)



Management's Discussion and Analysis of Financial Condition and Results of Operations

The calculation of ROI along with a reconciliation to the calculation of ROA, the most comparable GAAP financial measurement, is as follows:

(Dollar amounts in millions)	For the Years Ended January 31,	
	2010	2009
CALCULATION OF RETURN ON INVESTMENT		
Numerator		
Operating income ⁽¹⁾	\$ 22,798	\$ 22,798
+ Interest income ⁽¹⁾	284	284
+ Depreciation and amortization ⁽¹⁾	6,739	6,739
+ Rent ⁽¹⁾	1,751	1,751
= Adjusted operating income	\$ 31,572	\$ 31,572
Denominator		
Average total assets of continuing operations ⁽²⁾	\$ 162,891	\$ 162,891
+ Average accumulated depreciation and amortization ⁽²⁾	33,317	33,317
- Average accounts payable ⁽²⁾	29,597	29,597
- Average accrued liabilities ⁽²⁾	16,919	16,919
+ Rent x 8	14,008	14,008
= Average invested capital	\$ 163,700	\$ 163,700
Return on investment (ROI)	19.3%	19.3%
CALCULATION OF RETURN ON ASSETS		
Numerator		
Income from continuing operations ⁽¹⁾	\$ 13,753	\$ 13,753
Denominator		
Average total assets of continuing operations ⁽²⁾	\$ 166,880	\$ 162,891
Return on assets (ROA)	8.2%	8.4%

Certain Balance Sheet Data	As of January 31,		
	2010	2009	2008
Total assets of continuing operations ⁽¹⁾	\$ 163,234	\$ 163,234	\$ 162,547
Accumulated depreciation and amortization	35,508	35,508	31,125
Accounts payable	28,849	28,849	30,344
Accrued liabilities	18,112	18,112	15,725

(1) Based on continuing operations only and therefore excludes the impact of closing 23 stores and the divestiture of other properties of The Seiyu, Ltd. (now Walmart Japan) pursuant to a restructuring program adopted during the third quarter of fiscal 2009. All of these activities have been disclosed as discontinued operations. Total assets as of January 31, 2010, 2009 and 2008 in the table above exclude assets of discontinued operations that are reflected in the Consolidated Balance Sheets of \$140 million, \$195 million and \$967 million, respectively.

(2) The average is based on the addition of the account balance at the end of the current period to the account balance at the end of the prior period and dividing by 2.

Management's Discussion and Analysis of Financial Condition and Results of Operations

Free Cash Flow

We define free cash flow as net cash provided by operating activities of continuing operations in a period minus payments for property and equipment made in that period. We generated positive free cash flow of \$14.1 billion, \$11.6 billion and \$5.7 billion for the years ended January 31, 2010, 2009 and 2008, respectively. The increase in our free cash flow is primarily the result of improved operating results and inventory management.

Free cash flow is considered a non-GAAP financial measure under the SEC's rules. Management believes, however, that free cash flow, which measures our ability to generate additional cash from our business operations, is an important financial measure for use in evaluating the company's financial performance. Free cash flow should be considered in addition to, rather than as a substitute for, income from continuing operations as a measure of our performance and net cash provided by operating activities as a measure of our liquidity.

Additionally, our definition of free cash flow is limited, in that it does not represent residual cash flows available for discretionary expenditures due to the fact that the measure does not deduct the payments required for debt service and other contractual obligations or payments made for business acquisitions. Therefore, we believe it is important to view free cash flow as a measure that provides supplemental information to our entire statement of cash flows.

Although other companies report their free cash flow, numerous methods may exist for calculating a company's free cash flow. As a result, the method used by our management to calculate free cash flow may differ from the methods other companies use to calculate their free cash flow. We urge you to understand the methods used by another company to calculate its free cash flow before comparing our free cash flow to that of such other company.

We generated positive free cash flow of \$14.1 billion, \$11.6 billion and \$5.7 billion for the years ended January 31, 2010, 2009 and 2008, respectively. The increase in our free cash flow is primarily the result of improved operating results and inventory management.

The following table sets forth a reconciliation of free cash flow, a non-GAAP financial measure, to net cash provided by operating activities of continuing operations, a GAAP measure, which we believe to be the GAAP financial measure most directly comparable to free cash flow, as well as information regarding net cash used in investing activities and net cash used in financing activities.

(Amounts in millions)	Fiscal Years Ended January 31,		
	2010	2009	2008
Net cash provided by operating activities	\$23,147	\$23,147	\$20,642
Payments for property and equipment	(11,499)	(11,499)	(14,937)
Free cash flow	\$11,648	\$11,648	\$5,705
Net cash used in investing activities	\$(10,742)	\$(10,742)	\$(15,670)
Net cash used in financing activities	\$ (9,918)	\$ (9,918)	\$ (7,422)

Results of Operations

The following discussion of our Results of Operations is based on our continuing operations and excludes any results or discussion of our discontinued operations.

Unusual or infrequent items that impacted our income from continuing operations during the fiscal years ended 2010, 2009 and 2008 were as follows:

- In fiscal 2010, the company announced several organizational changes, including the closure of 10 Sam's Clubs, designed to strengthen and streamline our operations. As a result, we recorded \$260 million in pre-tax restructuring charges.
- In fiscal 2010, we recorded \$372 million in net tax benefits primarily from the repatriation of certain non-U.S. earnings that increased U.S. foreign tax credits.
- In fiscal 2009, the company settled 63 wage-and-hour class action lawsuits. As a result of the settlement, the company recorded a pre-tax charge of approximately \$382 million during the fourth quarter of fiscal 2009.
- In fiscal 2008, we reduced our accrued liabilities for our general liability and worker's compensation claims. As a result, operating expenses were reduced by a pre-tax amount of \$298 million.

Management's Discussion and Analysis of Financial Condition and Results of Operations

Consolidated Results of Operations

Fiscal Year	Net Sales ⁽¹⁾	% Change from Prior Fiscal Year	Operating Income ⁽¹⁾	Operating Income as a Percentage of Net Sales	Comp Sales	Unit Counts	Square Footage ⁽²⁾
2010	\$417,006	1.0%	\$22,970	5.5%	40,871	7,863	918,008
2009	401,087	7.3%	22,798	5.7%	3.5%	7,863	918,008
2008	373,821	8.4%	21,952	5.9%	1.6%	7,239	867,448

(1) Amounts in millions

(2) Amounts in thousands

Our consolidated net sales increased by 1.0% and 7.3% in fiscal 2010 and 2009, respectively, when compared to the previous fiscal year. Net sales in fiscal 2010 increased due to increased customer traffic, continued global expansion activities and the acquisition of D&S in January 2009, offset primarily by a \$9.8 billion unfavorable currency exchange rate impact in our International segment and price deflation in certain merchandising categories in our Walmart U.S. segment. Net sales in fiscal 2009 increased due to our global store expansion activities, comparable store sales increases, offset by a \$2.3 billion unfavorable currency exchange rate impact. Volatility in currency exchange rates may continue to impact the International segment's net sales in the future.

Our gross profit, as a percentage of net sales, (our "gross profit margin") was 24.8%, 24.2% and 24.0% in fiscal 2010, 2009 and 2008, respectively. Our Walmart U.S. and International segment sales yield higher gross profit margins than our Sam's Club segment. In fiscal 2010, gross profit margin increased primarily due to the continued focus on enhanced merchandising strategies and better inventory management in our Walmart U.S. and Sam's Club segments. The gross profit margin increase in fiscal 2009 compared to fiscal 2008 was primarily due to lower inventory shrinkage and less markdown activity as a result of more effective merchandising in the Walmart U.S. segment.

Operating expenses, as a percentage of net sales, were 19.7%, 19.3% and 19.0% for fiscal 2010, 2009 and 2008, respectively. In fiscal 2010, operating expenses increased primarily due to higher health benefit costs, a pre-tax charge of \$260 million relating to the restructuring of U.S. operations and higher advertising expenses. In fiscal 2009, operating expenses increased primarily due to higher utility costs, a pre-tax charge of approximately \$382 million resulting from the settlement of 63 wage-and-hour class action lawsuits, higher health benefit costs and increased corporate expenses compared to fiscal 2008.

Our effective income tax rate was 32.4% for fiscal year 2010 and 34.2% for fiscal years 2009 and 2008. The fiscal 2010 effective tax rate decreased compared to fiscal 2009 due to \$372 million in net tax benefits that primarily resulted from the repatriation of certain non-U.S. earnings that increased our utilization of U.S. foreign tax credits.

As a result of the factors discussed above, we reported \$14.9 billion, \$13.8 billion and \$13.3 billion of income from continuing operations for the fiscal years ended January 31, 2010, 2009 and 2008, respectively.

International Segment

Fiscal Year	Net Sales ⁽¹⁾	% Change from Prior Fiscal Year	Operating Income ⁽¹⁾	Operating Income as a Percentage of Net Sales	Comp Sales	Unit Counts	Square Footage ⁽²⁾
2010	\$255,348	1.0%	\$18,562	7.3%	3.2%	3,656	589,299
2009	255,348	6.9%	18,562	7.3%	3.2%	3,656	589,299
2008	238,915	5.6%	17,383	7.3%	1.0%	3,550	566,629

(1) Amounts in millions

(2) Amounts in thousands

The segment net sales growth in fiscal 2010 resulted from an increase in customer traffic and strength in our grocery and health and wellness categories, as well as our continued expansion activities. In fiscal 2009, the segment net sales growth resulted from a comparable store sales increase of 3.2%, in addition to our expansion activities. Strength in the grocery, health and wellness and entertainment categories, as well as strong seasonal sales throughout the year also contributed to the fiscal 2009 net sales increase.

The segment net sales growth in fiscal 2010 resulted from an increase in customer traffic and strength in our grocery and health and wellness categories, as well as our continued expansion activities.

Management's Discussion and Analysis of Financial Condition and Results of Operations

Comparable store sales were lower in fiscal 2010, despite increased customer traffic, due to a decrease in average transaction size per customer driven by price deflation in certain merchandise categories. Comparable store sales were higher in fiscal 2009 due to an increase in customer traffic, as well as an increase in average transaction size per customer.

In fiscal 2010, gross profit margin increased 0.7 percentage points compared to the prior year due to more effective merchandising, better inventory management and lower inventory shrinkage. In fiscal 2009, gross profit margin increased 0.4 percentage points compared to the prior year primarily due to decreased markdown activity and lower inventory shrinkage. The improvements in both years were attributable to

merchandising initiatives that have improved space allocation, enhanced our price leadership and increased supply chain efficiencies.

Segment operating expenses, as a percentage of segment net sales, increased by 0.4 percentage points in fiscal 2010 compared to fiscal 2009 due to lower segment net sales increases compared to the prior year, higher health benefit costs, higher advertising expenses and a pre-tax charge of \$73 million relating to the restructuring of Walmart U.S. operations. Segment operating expenses, as a percentage of segment net sales, increased 0.4 percentage points in fiscal 2009 compared to the prior year due to hurricane-related expenses, higher bonus payments for store associates, higher utility costs and an increase in health benefit costs.

Fiscal Year	Net Sales ⁽¹⁾	% Change from Prior Fiscal Year	Operating Income ⁽¹⁾	Operating Income as a Percentage of Net Sales	Unit Counts	Square Footage ⁽²⁾
2010	100,000	2.1%	5,011	5.0%	3,660	248,803
2009	98,840	9.1%	4,940	5.0%	3,605	248,803
2008	90,570	17.8%	4,725	5.2%	3,098	222,583

(1) Amounts in millions

(2) Amounts in thousands

At January 31, 2010, our International segment was comprised of our wholly-owned subsidiaries operating in Argentina, Brazil, Canada, Japan, Puerto Rico and the United Kingdom, our majority-owned subsidiaries operating in five countries in Central America, and in Chile and Mexico, our joint ventures in India and China and our other controlled subsidiaries in China.

The fiscal 2010 increase in the International segment's net sales primarily resulted from our expansion activities and the inclusion of the results of D&S, acquired in January 2009, offset by the unfavorable impact of changes in currency exchange rates of \$9.8 billion. For additional information regarding our acquisitions, refer to Note 9 to the Consolidated Financial Statements. The fiscal 2009 increase in the International segment's net sales was primarily due to net sales growth from existing units and our international expansion program, offset by the unfavorable impact of changes in currency exchange rates of \$2.3 billion.

In fiscal 2010, the International segment's gross profit margin increased 0.2 percentage points compared to the prior year. The increase was primarily driven by currency exchange rate fluctuations and the inclusion of D&S. In fiscal 2009, the International segment's gross profit margin decreased 0.2 percentage points compared to the prior year. The decrease was primarily driven by growth in lower margin fuel sales in the United Kingdom and the transition to EDLP as a strategy in Japan.

Segment operating expenses, as a percentage of segment net sales, increased 0.3 percentage points in fiscal 2010 compared to the prior year primarily as a result of the inclusion of D&S, acquired in January 2009. Segment operating expenses, as a percentage of segment net sales, in fiscal 2009 were consistent with fiscal 2008.

In fiscal 2010, currency exchange rate changes unfavorably impacted operating income by \$540 million. In fiscal 2009, currency exchange rate changes unfavorably impacted operating income by \$266 million. Volatility in currency exchange rates may continue to impact the International segment's operating results in the future.

The fiscal 2010 increase in the International segment's net sales primarily resulted from our expansion activities and the inclusion of the results of D&S, acquired in January 2009, offset by the unfavorable impact of changes in currency exchange rates of \$9.8 billion.

Management's Discussion and Analysis of Financial Condition and Results of Operations

Operating Results

Fiscal Year	Net Sales ⁽¹⁾	% Change from Prior Fiscal Year	Operating Income ⁽¹⁾	Operating Income as a Percentage of Net Sales	Comp Sales	Unit Counts	Square Footage ⁽²⁾
2010	46,899	5.8%	1,646	3.5%	4.9%	602	79,906
2009	44,336	6.6%	1,648	3.7%	4.9%	591	78,236

(1) Amounts in millions

(2) Amounts in thousands

The decrease in net sales for the Sam's Club segment in fiscal 2010 primarily resulted from lower fuel prices compared to the previous fiscal year. In fiscal 2009, the segment net sales growth resulted from a comparable club sales increase, including fuel, of 4.9% and continued club expansion activities.

Comparable club sales decreased during fiscal 2010 due to the negative impact of 2.1 percentage points from lower fuel prices when compared to the previous fiscal year, partially offset by sales increases in fresh food, consumables and certain health and wellness categories. In fiscal 2009, comparable club sales increased due to growth in food, pharmacy, electronics and certain consumables categories, as well as an increase in both member traffic and average transaction size per member. Fuel sales had a positive impact of 1.2 percentage points in fiscal 2009 on comparable club sales.

Gross profit margin increased 0.6 percentage points during fiscal 2010 compared to the prior year due to continued strength in sales of consumable, fresh food and other food-related categories. Gross profit margin increased 0.1 percentage points during fiscal 2009 compared to the prior year due to strong sales in fresh food and other food-related categories, consumable categories and the positive impact of a higher fuel gross profit rate.

Segment operating expenses, as a percentage of segment net sales, increased 0.8 percentage points in fiscal 2010 compared to the prior year due primarily to a pre-tax charge of \$174 million related to the restructuring of Sam's Club operations, including the closure of 10 clubs. Segment operating expenses, as a percentage of segment net sales, increased 0.2 percentage points in fiscal 2009 compared to the prior year. In fiscal 2009, operating expense increases were impacted by higher utility and health benefit costs and hurricane-related expenses.

Membership and other income, as a percentage of segment net sales, decreased slightly for fiscal 2010 when compared to fiscal 2009. Membership and other income, as a percentage of segment net sales, decreased slightly for fiscal 2009 when compared to fiscal 2008.

Liquidity and Capital Resources

Cash flows provided by operating activities supply us with a significant source of liquidity. We use these cash flows, supplemented with long-term debt and short-term borrowings, to fund our operations and global expansion activities. Generally, some or all of the remaining free cash flow funds the dividends on our common stock and share repurchases.

(Amounts in millions)	Fiscal Years Ended January 31,		
	2010	2009	2008
Net cash provided by operating activities	\$26,200	\$23,147	\$20,642
Payments for property and equipment	(10,115)	(11,499)	(14,937)
Free cash flow	\$16,085	\$11,648	\$5,705
Net cash used in investing activities	\$14,000	\$(10,742)	\$(15,670)
Net cash used in financing activities	\$1,000	\$(9,918)	\$(7,422)

Cash flow provided by operating activities was \$26.2 billion, \$23.1 billion and \$20.6 billion for the years ended January 31, 2010, 2009 and 2008, respectively. The increases in cash flows provided by operating activities for each fiscal year were primarily attributable to an increase in income from continuing operations and improved working capital management.

Working Capital

Current liabilities exceeded current assets at January 31, 2010, by \$7.2 billion, an increase of \$789 million from January 31, 2009. Our ratio of current assets to current liabilities was 0.9 at January 31, 2010 and 2009. We generally have a working capital deficit due to our efficient use of cash in funding operations and in providing returns to shareholders in the form of stock repurchases and payment of dividends.

Cash flows provided by operating activities supply us with a significant source of liquidity. We use these cash flows, supplemented with long-term debt and short-term borrowings, to fund our operations and global expansion activities. Generally, some or all of the remaining free cash flow funds the dividends on our common stock and share repurchases.

