

**REGULAR CITY COUNCIL
MEETING**

August 26, 2025

7:00 PM

City Hall



CITY OF MILLS
EST. 1921

Mayor:

Leah Juarez

Council President:

Brad Neumiller

Council Members:

Cherie Butcher

Sara McCarthy

Tim Sutherland

AGENDA

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

PUBLIC HEARINGS

1. Liquor License Renewals FY 2026

CONSENT AGENDA

Minutes

- [2.](#) Council Meeting Minutes 8-12-25

City Licenses

- [3.](#) New / Renewal Business / Contractor Licenses and Home Occupation Permits

Financial Approvals

- [4.](#) Financial Breakdown - Check Register & Future ACH/EFT Transactions
5. PAID ACH / EFT Transactions - *NONE*
- [6.](#) Regular / Police Payroll 7-28-25 to 8-10-25
- [7.](#) Fire Payroll 8-6-25 to 8-17-25
8. Transmittal Transactions
- [9.](#) Treasurer's Report
- [10.](#) Court Report
- [11.](#) Reserve Transfers

OPEN DISCUSSION

ORDINANCES AND RESOLUTIONS

- [**12. ORDINANCE NO.824: THIRD and FINAL READING:**](#)

AN ORDINANCE TO AMEND ORDINANCE 312, OFFICIAL CITY ZONING MAP, ADOPTED JUNE 1, 1981, AND APPLY THE DOWNTOWN RIVERFRONT DESIGN OVERLAY DISTRICT TO CERTAIN LOTS WITHIN THE RIVERFRONT CORRIDOR, city OF MILLS, NATRONA COUNTY, WYOMING

Tabled 7/22/25, Continued to table 8/12/25

13. ORDINANCE NO. 831: THIRD AND FINAL READING:

AN ORDINANCE OF THE CITY OF MILLS, WYOMING GRANTING A NON-EXCLUSIVE PERMIT TO CLARITY TELECOM, LLC (D/B/A BLUEPEAK) FOR THE CONSTRUCTION AND OPERATION OF A CABLE SYSTEM.

14. RESOLUTION NO. 2025-29

RESOLUTION APPROVING THE RESUBDIVISION OF LOTS 14 & 15, BLK 12 TO THE TOWN (CITY) OF MILLS, WYOMING

15. RESOLUTION NO. 2025-30

RESOLUTION APPROVING BOND SCHEDULE

16. RESOLUTION NO. 2025-31

RESOLUTION CORRECTING ERROR IN THE RECORD NUNC PRO TUNC

COUNCIL APPROVALS

17. Transit Agreement

18. Fiscal Year 2026 Liquor License Renewals

EXECUTIVE SESSION

19. Personnel Matter

ADJOURNMENT

AGENDA SUBJECT TO CHANGE WITHOUT NOTICE

NEXT MEETING - September 9, 2025 at 7:00pm / September 23, 2025 at 7:00pm

NEXT WORK SESSION - September 8, 2025 at 9:00am / September 9, 2025 at 6:00pm

In accordance with the Americans with Disabilities Act, persons who need accommodation in order to attend or participate in this meeting should contact City Hall at 307-234-6679 within 48 hours prior to the meeting in order to request such assistance.

REGULAR CITY COUNCIL MEETING

August 12, 2025

7:00 PM

City Hall



CITY OF MILLS
EST. 1921

Mayor:

Leah Juarez

Council President:

Brad Neumiller

Council Members:

Cherie Butcher

Sara McCarthy

Tim Sutherland

MINUTES

CALL TO ORDER

Council President called the meeting to order at 7:02 pm

ROLL CALL

Present:

Mayor Juarez

President Neumiller

Council McCarthy

Council Butcher

Council Sutherland

PLEDGE OF ALLEGIANCE

CONSENT AGENDA

Minutes

1. Council Meeting Minutes 7-22-25

City Licenses

2. New / Renewal Business / Contractor Licenses and Home Occupation Permits

Financial Approvals

3. Financial Breakdown - Check Register & Future ACH/EFT Transactions
4. PAID ACH / EFT Transactions
5. Regular / Police Payroll 7-14-25 to 7-27-25
6. Fire Payroll 7-13-25 to 7-24-25
7. Fire Payroll 7-25-25 to 8-5-25
8. Transmittal Transactions
9. Voided Checks

Motion made by Council Member Butcher to approve, Seconded by Council Member Sutherland,
Voting Yea: Council Member Sutherland, Council Member McCarthy, Mayor Juarez, Council President
Neumiller, and Council Member Butcher, motion passes

Mayor Juarez requested that the Y2 Consultants check be pulled until an itemized invoice is submitted to the City. Council President Neumiller made a motion to amend the approval with the check objected. Council Member Butcher seconded the motion, Voting Yea: Council Member Sutherland, Council Member McCarthy, Mayor Juarez, Council President Neumiller, and Council Member Butcher, motion passes

OPEN DISCUSSION

No one spoke

The Mayor noted that we were going to do things a little out of order tonight.

EXECUTIVE SESSION

10. Property Matter

Mayor Juarez asked for a motion to go into an executive session for a property matter at 7:04pm, Council President Neumiller made a motion, Council Member Sutherland seconded the motion. Voting Yea: Council Member Sutherland, Council Member McCarthy, Mayor Juarez, Council President Neumiller, and Council Member Butcher, motion passes

Council returned from the executive session at 7:17pm, all member present.

Motion: No action is necessary.

11. Legal Matter

Mayor Juarez asked for a motion to go into an executive session for a legal matter at 7:18pm, Council Member Butcher made a motion, Council Member Sutherland seconded the motion. Voting Yea: Council Member Sutherland, Council Member McCarthy, Mayor Juarez, Council President Neumiller, and Council Member Butcher, motion passes

Council returned from the executive session at 7:27pm, all member present.

Motion: Council Member Butcher made a motion to authorize entering into an agreement with PMCH, Council President Neumiller seconded the motion. Voting Yea: Council Member Sutherland, Council Member McCarthy, Mayor Juarez, Council President Neumiller, and Council Member Butcher, motion passes

12. Personnel Matter

Mayor Juarez asked for a motion to go into an executive session for a personnel matter at 7:27pm, Council President Neumiller made a motion, Council Member Sutherland seconded the motion. Voting Yea: Council Member Sutherland, Council Member McCarthy, Mayor Juarez, Council President Neumiller, and Council Member Butcher, motion passes

Council returned from the executive session at 7:45pm, all member present.

Motion: No action is necessary.

13. Personnel Matter

Mayor Juarez asked for a motion to go into an executive session for a personnel matter at 7:46pm, Council Member Sutherland made a motion, Council Member Butcher seconded the motion. Voting Yea: Council Member Sutherland, Council Member McCarthy, Mayor Juarez, Council President Neumiller, and Council Member Butcher, motion passes

Council returned from the executive session at 7:53pm, all member present.

Motion: No action is necessary.

ORDINANCES AND RESOLUTIONS

14. ORDINANCE NO.824: THIRD and FINAL READING: Downtown Riverfront Design Overlay District

~~AN ORDINANCE TO AMEND ORDINANCE 312, OFFICIAL CITY ZONING MAP, ADOPTED JUNE 1, 1981, AND APPLY THE DOWNTOWN RIVERFRONT DESIGN OVERLAY DISTRICT TO CERTAIN LOTS WITHIN THE RIVERFRONT CORRIDOR, city OF MILLS, NATRONA COUNTY, WYOMING~~

Tabled 7/22/25, continue to table 8/12/25

15. ORDINANCE NO. 831: SECOND READING: Bluepeak Franchise

AN ORDINANCE OF THE CITY OF MILLS, WYOMING GRANTING A NON-EXCLUSIVE PERMIT TO CLARITY TELECOM, LLC (D/B/A BLUEPEAK) FOR THE CONSTRUCTION AND OPERATION OF A CABLE SYSTEM.

Motion made by Council President Neumiller to approve, Seconded by Council Member Sutherland, Voting Yea: Council Member Sutherland, Council Member McCarthy, Mayor Juarez, Council President Neumiller, and Council Member Butcher, motion passes

16. RESOLUTION NO. 2025-27: MUNICIPAL SALARIES

A RESOLUTION SETTING MUNICIPAL SALARIES

Motion made by Council Member Butcher to approve, Seconded by Council President Neumiller, Voting Yea: Council Member Sutherland, Council Member McCarthy, Mayor Juarez, Council President Neumiller, and Council Member Butcher, motion passes

COUNCIL APPROVALS

17. PMCH Agreement

Motion made by Council President Neumiller to approve, Seconded by Council Member Sutherland, Voting Yea: Council Member Sutherland, Council Member McCarthy, Mayor Juarez, Council President Neumiller, and Council Member Butcher, motion passes

18. American Ramp Company Agreement

Motion made by Council President Neumiller to approve, Seconded by Council Member Butcher, Voting Yea: Council Member Sutherland, Council Member McCarthy, Mayor Juarez, Council President Neumiller, and Council Member Butcher, motion passes

ADJOURNMENT

Council President Neumiller moves to adjourn the meeting at 7:54pm, Council Member Sutherland seconded the meeting, Voting Yea: Council Member Sutherland, Council Member McCarthy, Mayor Juarez, Council President Neumiller, and Council Member Butcher, motion passes

AGENDA SUBJECT TO CHANGE WITHOUT NOTICE

NEXT MEETING - August 26, 2025 at 7:00pm / September 9, 2025 at 7:00pm

NEXT WORK SESSION - August 26, 2025 at 6:00pm / September 8, 2025 at 9:00am

In accordance with the Americans with Disabilities Act, persons who need accommodation in order to attend or participate in this meeting should contact City Hall at 307-234-6679 within 48 hours prior to the meeting in order to request such assistance.

Mayor, Leah Juarez

City Clerk, Sarah Osborn



CITY OF MILLS
EST. 1921

Item # 3.

Council Meeting: August 26, 2025

New Business Licenses

<i>Business Name</i>		<i>Fire Inspection</i>	<i>Insurance</i>
	Mills Family Practice LLC	8/7/2025	Yes

Renewal Business Licenses

	<i>Business Name</i>	<i>Fire Inspection</i>	<i>Insurance</i>
9661	CLE Properties DBA D and C Storage	8/15/2025	N/A
9930	D and C Propane LLC	8/20/2025	N/A
3501	Full House Chinese Restaurant	1/31/2025	N/A
9902	National Oilwell Varco, LP	8/8/2025	N/A
9849	USA Trucking LLC	8/4/2025	N/A



CITY OF MILLS
EST. 1921

Council Meeting: August 26, 2025

New Home Occupation Permits

Business Name

Renewal Home Occupation Permits

Business Name

Report Criteria:
Report type: GL detail
Check.Type = {<>} "Adjustment"

Check Issue Date	Check Number	Payee	Invoice Amount	Description	Invoice GL Account	Check Amount
1981						
08/26/2025	1981	Anabel Hernandez Castro	430.00	Bond Refund for Edelmiro Prerez	10-26150	430.00
Total 1981:						430.00
1982						
08/26/2025	1982	Shaylynn Lacey	160.00	Bond Refund for Shaylynn Lacey	10-26150	160.00
Total 1982:						160.00
34465						
08/26/2025	34465	Above All Cleaning	582.50	Regular Monthly Cleaning for the City Hall	12-4500-3515	582.50
08/26/2025	34465	Above All Cleaning	582.50	aug Cleaning PD	10-4600-1300	582.50
Total 34465:						1,165.00
34466						
08/26/2025	34466	Air Comfort Complete, Inc	167.50	Repair A/C	10-6500-3515	167.50
Total 34466:						167.50
34467						
08/26/2025	34467	ALSCO, Inc	39.41	July 30 Services	10-6500-1040	39.41
08/26/2025	34467	ALSCO, Inc	77.68	Town Hall Mats	12-4500-3515	77.68
Total 34467:						117.09
34468						
08/26/2025	34468	Bound Tree Medical	520.03	Medical Supplies	10-5600-3595	520.03
08/26/2025	34468	Bound Tree Medical	199.97	Medical Supplies	10-5600-3595	199.97
08/26/2025	34468	Bound Tree Medical	112.87	Med Supplies	10-5600-3595	112.87
08/26/2025	34468	Bound Tree Medical	600.20	Medical Supplies	10-5600-3595	600.20
Total 34468:						1,433.07

M = Manual Check, V = Void Check

Check Issue Date	Check Number	Payee	Invoice Amount	Description	Invoice GL Account	Check Amount
34469						
08/26/2025	34469	Bush-Wells Sporting Goods	588.00	Uniform Apparel	10-5600-1040	588.00
Total 34469:						588.00
34470						
08/26/2025	34470	Charter Communications	330.00	Bill for Town Hall	10-4400-9087	330.00
Total 34470:						330.00
34471						
08/26/2025	34471	City of Casper	889.68	07/28/25 Balefill Charges	54-8400-3050	889.68
08/26/2025	34471	City of Casper	1,361.36	07/29/25 Balefill Charges	54-8400-3050	1,361.36
08/26/2025	34471	City of Casper	849.20	07/31/25 Balefill Charges	54-8400-3050	849.20
08/26/2025	34471	City of Casper	633.60	08/01/25 Balefill Charges	54-8400-3050	633.60
08/26/2025	34471	City of Casper	955.68	08/04/25 Balefill Charges	54-8400-3050	955.68
08/26/2025	34471	City of Casper	1,506.56	08/05/25 Balefill charges	54-8400-3050	1,506.56
08/26/2025	34471	City of Casper	1,039.28	08/06/25 Balefill charges	54-8400-3050	1,039.28
08/26/2025	34471	City of Casper	857.12	08/07/25 balefill Charges	54-8400-3050	857.12
08/26/2025	34471	City of Casper	733.04	08/08/25 Balefill charges	54-8400-3050	733.04
08/26/2025	34471	City of Casper	875.60	08/11/25 Balefill charges	54-8400-3050	875.60
08/26/2025	34471	City of Casper	2,660.00	133 Residential Passes	54-8400-3050	2,660.00
08/26/2025	34471	City of Casper	183.57	Dispatch fees June 25	10-5600-3000	183.57
08/26/2025	34471	City of Casper	3,477.33	Dispatch Fees July 25	10-5600-3000	3,477.33
Total 34471:						16,022.02
34472						
08/26/2025	34472	Communication Technologies Inc	187.15	New antenna and magnetic mic holder for Brush 9	10-5600-3600	187.15
Total 34472:						187.15
34473						
08/26/2025	34473	Energy Laboratories Inc	152.00	Routine Bac-T (4 Samples)	52-8200-2050	152.00
Total 34473:						152.00
34474						
08/26/2025	34474	Ferguson Waterworks #1116	1,201.83	Water Tap Materials	51-8100-3500	1,201.83

M = Manual Check, V = Void Check

Check Issue Date	Check Number	Payee	Invoice Amount	Description	Invoice GL Account	Check Amount
08/26/2025	34474	Ferguson Waterworks #1116	428.98	Digital Level & Blades	52-8200-3525	428.98
Total 34474:						1,630.81
34475						
08/26/2025	34475	Galls	119.99	EMS boots for Baeres	10-5600-1040	119.99
08/26/2025	34475	Galls	117.53	Two soft shell jackets - pasley and vogelsong	10-5600-1040	117.53
Total 34475:						237.52
34476						
08/26/2025	34476	Geotec Industrial Supply	50.00	Straw Waddles & Coconut Rolls (Repair drainage dete	12-4500-3700	50.00
Total 34476:						50.00
34477						
08/26/2025	34477	Hach Company	312.00	Tubing Kit	52-8200-3500	312.00
08/26/2025	34477	Hach Company	309.32	Lab Supplies	52-8200-3500	309.32
Total 34477:						621.32
34478						
08/26/2025	34478	Hawkins Inc	20.00	Chlorine Cylinder Rental	52-8200-3500	20.00
Total 34478:						20.00
34479						
08/26/2025	34479	Homax	158.26	Drum window Wash	10-6500-3500	158.26
08/26/2025	34479	Homax	2,443.78	PD Fuel July 25	10-5400-4000	2,443.78
08/26/2025	34479	Homax	176.64	Homax fuel June CSO	10-5300-4000	176.64
08/26/2025	34479	Homax	65.05	July Fuel Charges	52-8200-3525	65.05
08/26/2025	34479	Homax	496.65	Streets	10-6000-4000	496.65
08/26/2025	34479	Homax	194.03	Sewer	53-8300-4000	194.03
08/26/2025	34479	Homax	68.40	Water	51-8100-4000	68.40
08/26/2025	34479	Homax	472.18	Parks	10-7000-4000	472.18
08/26/2025	34479	Homax	1,816.01	Sanitation	54-8400-4000	1,816.01
08/26/2025	34479	Homax	424.11	Shop	10-6500-4000	424.11

M = Manual Check, V = Void Check

Check Issue Date	Check Number	Payee	Invoice Amount	Description	Invoice GL Account	Check Amount
Total 34479:						6,315.11
34480						
08/26/2025	34480	Imerys Perlite USA, Inc.	10,710.12	Bulk Perlite	52-8200-3500	10,710.12
Total 34480:						10,710.12
34481						
08/26/2025	34481	Installation & Service Company In	2,060.00	Curbstop Repair 321 Benton	51-8100-3525	2,060.00
08/26/2025	34481	Installation & Service Company In	380.00	Pump Out Lift Station (Platte View)	53-8300-3665	380.00
08/26/2025	34481	Installation & Service Company In	14,870.21	Misc Patching	12-4500-3700	14,870.21
08/26/2025	34481	Installation & Service Company In	3,703.75	Repair Waterline 118 Freden	51-8100-3525	3,703.75
Total 34481:						21,013.96
34482						
08/26/2025	34482	Jesse Marin	100.00	Per Diem Background Investigation Training	10-5400-1030	100.00
Total 34482:						100.00
34483						
08/26/2025	34483	Jimmy Lord	550.00	Uniform Stipend	10-5400-1040	550.00
Total 34483:						550.00
34484						
08/26/2025	34484	Law Office of Stephanie M Arrach	7,503.75	Stephanie Arrache Aug 2025	10-5100-1085	7,503.75
Total 34484:						7,503.75
34485						
08/26/2025	34485	Mallory Safety	30.00	Box of t-shirt rags to recreate a fire for investiagaion	10-5600-3630	30.00
Total 34485:						30.00
34486						
08/26/2025	34486	Menards	16.47	Tools for fire investigation	10-5600-3630	16.47

M = Manual Check, V = Void Check

Check Issue Date	Check Number	Payee	Invoice Amount	Description	Invoice GL Account	Check Amount
Total 34486:						16.47
34487						
08/26/2025	34487	Merrily Johnston	150.00	Movie night Services	10-4900-3065	150.00
Total 34487:						150.00
34488						
08/26/2025	34488	NAPA Auto Parts	40.15	Parts for Fire 9	10-5600-4050	40.15
Total 34488:						40.15
34489						
08/26/2025	34489	Norco, Inc	77.06	Medical supplies gloves	10-5600-3595	77.06
Total 34489:						77.06
34490						
08/26/2025	34490	Peden's Inc.	91.58	Shirts for Marin	10-5400-1040	91.58
Total 34490:						91.58
34491						
08/26/2025	34491	Railroad Management Company,	417.05	Water pipeline Crossing License Fees	51-8100-3040	417.05
08/26/2025	34491	Railroad Management Company,	417.05	Water Pipeline Crossing License Fees	51-8100-3040	417.05
Total 34491:						834.10
34492						
08/26/2025	34492	Schwartz, Bon, Walker & Studer,	11,666.66	Services performed by Patrick Holscher July 2025	10-4600-1085	11,666.66
Total 34492:						11,666.66
34493						
08/26/2025	34493	Sundahl, Powers, Kapp & Martin,	1,300.00	Mills/Hartmann	10-4600-1085	1,300.00
Total 34493:						1,300.00

M = Manual Check, V = Void Check

Check Issue Date	Check Number	Payee	Invoice Amount	Description	Invoice GL Account	Check Amount
34494						
08/26/2025	34494	Sutherlands	20.99	Bolt/Replacement Power Supply	52-8200-3525	20.99
08/26/2025	34494	Sutherlands	27.98	Weather Strips (Tank Lids)	52-8200-3525	27.98
08/26/2025	34494	Sutherlands	2.97	PVC Couplings	52-8200-3525	2.97
Total 34494:						51.94
34495						
08/26/2025	34495	Wash and Glow II LLC	132.00	Fleet Wash	10-6500-4060	132.00
Total 34495:						132.00
34496						
08/26/2025	34496	Weslyn Fairbanks	75.00	Uniform Alter Plorin	10-5400-1040	75.00
Total 34496:						75.00
34497						
08/26/2025	34497	Wyoming Child Support	1,018.00	Casey Gallinger - 261021	10-24200	1,018.00
08/26/2025	34497	Wyoming Child Support	62.64	Luis La Torre - 259148	10-24200	62.64
Total 34497:						1,080.64
34498						
08/26/2025	34498	WYOMING STATE FORESTRY	1,039.05	Wildland fire supplies/equipment	10-5600-3615	1,039.05
Total 34498:						1,039.05
Grand Totals:						86,089.07

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
10-21100	.00	35,840.03-	35,840.03-
10-24200	1,080.64	.00	1,080.64
10-26150	590.00	.00	590.00

M = Manual Check, V = Void Check

GL Account	Debit	Credit	Proof
10-4400-9087	330.00	.00	330.00
10-4600-1085	12,966.66	.00	12,966.66
10-4600-1300	582.50	.00	582.50
10-4900-3065	150.00	.00	150.00
10-5100-1085	7,503.75	.00	7,503.75
10-5300-4000	176.64	.00	176.64
10-5400-1030	100.00	.00	100.00
10-5400-1040	716.58	.00	716.58
10-5400-4000	2,443.78	.00	2,443.78
10-5600-1040	825.52	.00	825.52
10-5600-3000	3,660.90	.00	3,660.90
10-5600-3595	1,510.13	.00	1,510.13
10-5600-3600	187.15	.00	187.15
10-5600-3615	1,039.05	.00	1,039.05
10-5600-3630	46.47	.00	46.47
10-5600-4050	40.15	.00	40.15
10-6000-4000	496.65	.00	496.65
10-6500-1040	39.41	.00	39.41
10-6500-3500	158.26	.00	158.26
10-6500-3515	167.50	.00	167.50
10-6500-4000	424.11	.00	424.11
10-6500-4060	132.00	.00	132.00
10-7000-4000	472.18	.00	472.18
12-21100	.00	15,580.39-	15,580.39-
12-4500-3515	660.18	.00	660.18
12-4500-3700	14,920.21	.00	14,920.21
51-21100	.00	7,868.08-	7,868.08-
51-8100-3040	834.10	.00	834.10
51-8100-3500	1,201.83	.00	1,201.83
51-8100-3525	5,763.75	.00	5,763.75
51-8100-4000	68.40	.00	68.40
52-21100	.00	12,049.41-	12,049.41-
52-8200-2050	152.00	.00	152.00
52-8200-3500	11,351.44	.00	11,351.44
52-8200-3525	545.97	.00	545.97
53-21100	.00	574.03-	574.03-
53-8300-3665	380.00	.00	380.00
53-8300-4000	194.03	.00	194.03
54-21100	.00	14,177.13-	14,177.13-
54-8400-3050	12,361.12	.00	12,361.12

M = Manual Check, V = Void Check

GL Account	Debit	Credit	Proof
54-8400-4000	1,816.01	.00	1,816.01
Grand Totals:	86,089.07	86,089.07-	.00

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Report Criteria:
Report type: GL detail
Check.Type = {<>} "Adjustment"



PAYROLL

Meeting Date: August 26, 2025

Payroll Type: Regular/Police

Date Range: 7-28-25 to 8-10-25

Net: \$ 105,851.87

Deductions: \$ 27,142.60

Federal Taxes: \$ 8,322.00

Medicare: \$ 1,467.90

Retirement: \$ 5,881.40

Social Security: \$ 6,047.29

Child Support: \$ 540.32

Insurance: \$ 3,556.04

Supplemental Retirement: \$ 1,026.01

Supplemental Insurance: \$ 311.84

TOTAL PAYROLL: \$ 78,709.27

City Clerk, Sarah Osborn

Mayor, Leah Juarez



PAYROLL

Meeting Date: August 26, 2025

Payroll Type: Fire

Date Range: 8-6-25 to 8-17-25

Net: \$ 19,738.95

Deductions: \$ 5,662.00

Federal Taxes: \$ 1,233.00

Medicare: \$ 262.40

Retirement: \$ 2,219.65

Union Dues \$ 180.00

Child Support: \$ -

Insurance: \$ 1,766.95

Supplemental Retirement: \$ -

Supplemental Insurance: \$ -

TOTAL PAYROLL: \$ 14,076.95

City Clerk, Sarah Osborn

Mayor, Leah Juarez

July 2025 Account Balances

Operations Account	\$286,914.74
Water Deposit	\$148,194.21
Municipal Court	\$302,981.97
Court Bond	\$70,514.44
Police	\$84,516.62
Jonah Steel Eagle	\$500.01
WGIF Radio Read Fund	\$24,205.30
Wyo Class General Fund Reserve	\$131,366.85
Wyo Class Police Reserve	\$9,509.69
Wyo Class Cooley Trust Reserve	\$405.92
Wyo Class Parks Reserve	\$774.07
Wyo Class Sanitation Reserve	\$134,634.87
Wyo Class Sewer Reserve	\$99,858.86
Wyo Class Sewer Tap Reserve	\$120,402.91
Wyo Class Water Reserve	\$118,462.50
Wyo Class Buffalo Meadows Asset Acct	\$196,615.93
Wyo Class Buffalo Meadows Debt	\$31,248.91
Wyo Class Summerfest	\$32,313.87
Totals	\$1,793,421.67
Equity Line of Credit Balance	\$ 200,000.00

City Treasurer, Nathan Romrell

Mayor, Leah Juarez

	Date	Cash, Check, Card Payments	Bonds Received	Prior Bonds Applied/Forf.	Victims Comp	Court Cost / Restitution	MCPF (Dare)	Bank Fees	TOTAL
Sales Activity	6/2-6/6	\$3,760.00							\$3,760.00
Court Report									\$0.00
								Difference	\$3,760.00
	Date	Cash, Check, Card Payments	Bonds Received	Prior Bonds Applied/Forf.	Victims Comp	Court Cost / Restitution	MCPF (Dare)	Bank Fees	TOTAL
Sales Activity	6/9-6/13	\$3,845.00	\$270.00						\$3,575.00
Court Report									\$0.00
								Difference	\$3,575.00
	Date	Cash, Check, Card Payments	Bonds Received	Prior Bonds Applied/Forf.	Victims Comp	Court Cost / Restitution	MCPF (Dare)	Bank Fees	TOTAL
Sales Activity	6/16-6/20	\$4,298.00	\$1,863.00						\$2,435.00
Court Report									\$0.00
								Difference	\$2,435.00
	Date	Cash, Check, Card Payments	Bonds Received	Prior Bonds Applied/Forf.	Victims Comp	Court Cost / Restitution	MCPF (Dare)	Bank Fees	TOTAL
Sales Activity	6/23-6/27	\$910.00							\$910.00
Court Report									\$0.00
								Difference	\$910.00
	Date	Cash, Check, Card Payments	Bonds Received	Prior Bonds Applied/Forf.	Victims Comp	Court Cost / Restitution	MCPF (Dare)	Bank Fees	TOTAL
Sales Activity	30-Jun	\$2,465.00							\$2,465.00
Court Report									\$0.00
								Difference	\$2,465.00

Sales Activity Month Total	\$13,145.00
Proceedings Report Month Total	\$0.00
Difference	\$13,145.00
Court Proceedings Check	\$13,145.00

Division of Victim Services Checks

Completed by: _____

CITY OF MILLS
FUND SUMMARY
FOR THE 1 MONTHS ENDING JULY 31, 2025

	WATER				
	PERIOD ACTUAL	YTD ACTUAL	BUDGET	VARIANCE	PCNT
<u>REVENUE</u>					
WATER	188,850.10	188,850.10	.00	(188,850.10)	.0
	188,850.10	188,850.10	.00	(188,850.10)	.0
<u>EXPENDITURES</u>					
WATER	2,500.63	2,500.63	.00	(2,500.63)	.0
	2,500.63	2,500.63	.00	(2,500.63)	.0
	186,349.47	186,349.47	.00	(186,349.47)	.0

186,349.47x
0.05=k
9,317.48*+

186,349.47*

CITY OF MILLS
FUND SUMMARY
FOR THE 1 MONTHS ENDING JULY 31, 2025

	SEWER				
	PERIOD ACTUAL	YTD ACTUAL	BUDGET	VARIANCE	PCNT
<u>REVENUE</u>					
SEWER	89,857.50	89,857.50	.00	(89,857.50)	.0
	89,857.50	89,857.50	.00	(89,857.50)	.0
<u>EXPENDITURES</u>					
SEWER	5,276.48	5,276.48	.00	(5,276.48)	.0
	5,276.48	5,276.48	.00	(5,276.48)	.0
	84,581.02	84,581.02	.00	(84,581.02)	.0

84,581.02x
0.07=k
5,920.68*+

CITY OF MILLS
FUND SUMMARY
FOR THE 1 MONTHS ENDING JULY 31, 2025

SANITATION					
	PERIOD ACTUAL	YTD ACTUAL	BUDGET	VARIANCE	PCNT
<u>REVENUE</u>					
SANITATION	100,530.48	100,530.48	.00	(100,530.48)	.0
	100,530.48	100,530.48	.00	(100,530.48)	.0
<u>EXPENDITURES</u>					
SANITATION	20,986.82	20,986.82	.00	(20,986.82)	.0
	20,986.82	20,986.82	.00	(20,986.82)	.0
	79,543.66	79,543.66	.00	(79,543.66)	.0

79,543.66x
0.1=K
7,954.37*+



CITY OF MILLS
EST. 1921

704 Fourth Street
P.O. Box 789
Mills, WY 82644

Phone: 307-234-6679
Fax: 307-234-6528

Item # 12.

Memorandum

TO: Mills City Council
FROM: Megan Nelms, AICP, City Planner
DATE: June 24, 2025
SUBJECT: Downtown Riverfront Design Overlay – Zone Map Amendment

The City of Mills is adopting a new overlay district in the Land Development Regulations to regulate design standards along the riverfront corridor within city limits. Along with adoption of the new overlay district, the City must take action to amend the Official City Zoning Map and apply the overlay zone to certain lots and blocks within the original Mills townsite.

The Downtown Riverfront District Overlay is being adopted to further implement the goals outlined in the 2017 Comprehensive Plan and the 2016 River Front Concept Development Plan, which includes the creation of a downtown district within the City of Mills, and development of the Downtown Riverfront Corridor. The purpose of the overlay district is to provide a mechanism for enhanced review of new development within the riverfront corridor and the use of design elements and standards to define the look at the feel of the area. The overlay standards put focus on:

- Creating a strong sense of place
- Walkable environments
- Safe streets and places that are comfortable for people to walk and meet
- A mixture of commercial and residential uses
- Building materials, signage standards and design elements that will look similar across the corridor to establish a cohesive identity for the area.

Legal Descriptions of Properties to be included in overlay district:

Lots 9-16, Block 50, Town of Mills

Lots 4-12, Block 44, Town of Mills

Lots 1-16, Block 48, Town of Mills

Lots 1-14, Block 45, Town of Mills (excluding highway right of way)



CITY OF MILLS
EST. 1921

704 Fourth Street
P.O. Box 789
Mills, WY 82644

Phone: 307-234-6679
Fax: 307-234-6528

Item # 12.

Lots 3-7, Block 55, Town of Mills
Block 52, Town of Mills
Block 54, Town of Mills
Lots 8-11, Block 55, Town of Mills (excluding highway right of way)
Lots 1-7, Block 47, Town of Mills
Lot 1 & adjacent tract, Block 46, Town of Mills
A portion of the NW $\frac{1}{4}$ SW $\frac{1}{4}$, Section 7, T33N, R79W

EXISTING CONDITIONS:

Currently, there are varying uses on the properties proposed for the overlay. These include single family residences, mobile homes, a (4)-unit multi-family complex, small commercial businesses and publicly owned buildings. There are also several vacant parcels.

ZONING CONSIDERATIONS:

The 2017 Comprehensive Plan Future Land Use Map designates this area as Commercial use. The overlay zone is in accordance with the future land use map and comprehensive plan. Implementation actions identified in the 2017 Comprehensive Plan, include, “Develop a unique downtown destination for residents and visitors to gather and celebrate the community” and “Define and establish a specific Downtown Riverfront Corridor District...with guidelines for future commercial development.”

The properties identified for the overlay meet the criteria for inclusion in the Downtown Riverfront District Overlay. These areas were identified in the 2016 River Front Feasibility Study and 2017 Comprehensive Plan.

All parcels included in the overlay zone, as they currently exist, are compliant with the city’s LDRs. There will generally be no immediate effect on property owners upon implementation of the overlay zone. The current use of a property may continue in use, perpetuity until a substantial change is proposed. A substantial change would be a change for instance, removing a manufactured home from the property and not replacing it, replacing it with a different structure or use, or a desire to alter the existing structure on the property.



CITY OF MILLS
EST. 1921

704 Fourth Street
P.O. Box 789
Mills, WY 82644

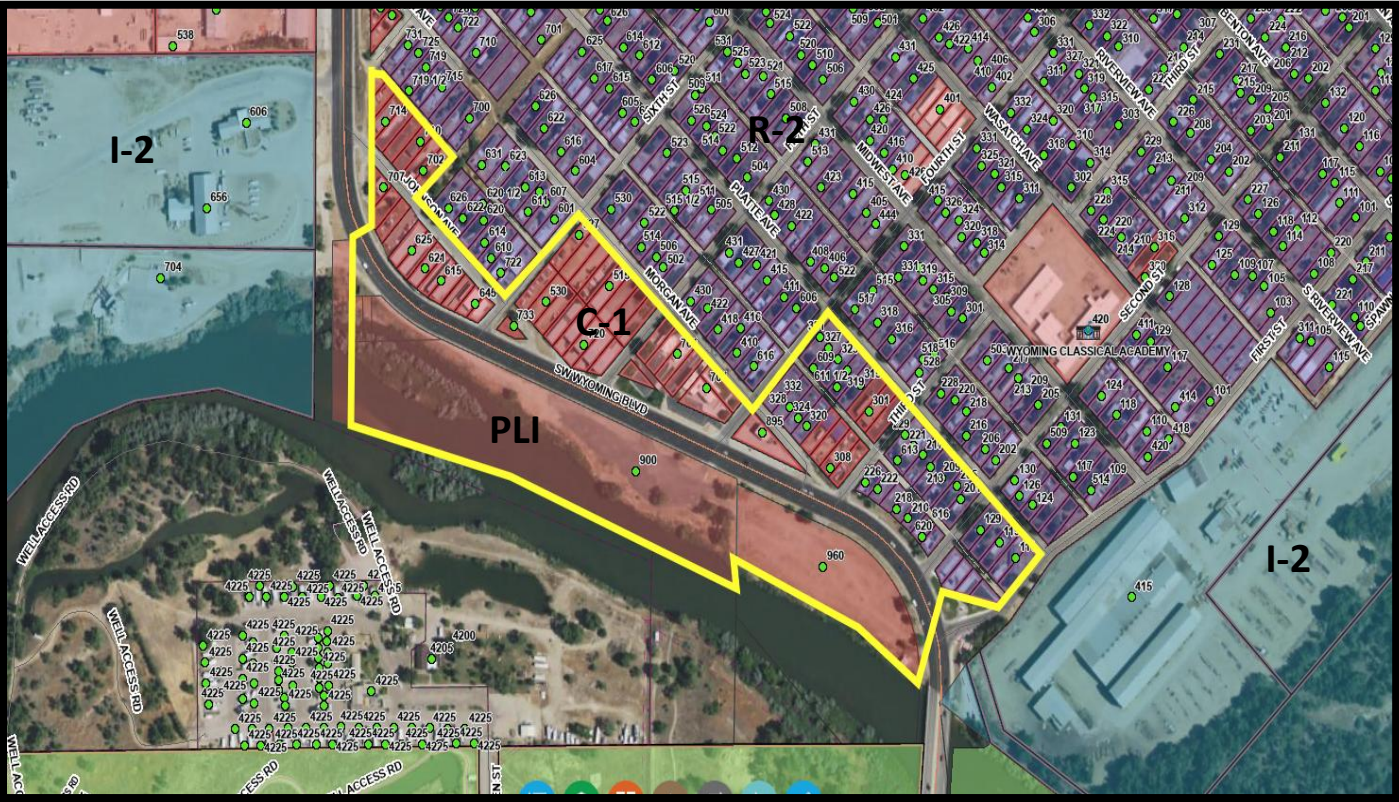
Phone: 307-234-6679
Fax: 307-234-6528

All future development will be subject to the underlying zone district requirements, as well as the requirements of the overlay zone.

Planning Commission Recommendation: The Planning Commission reviewed the proposed zone map amendment and made a “do pass” recommendation to the City Council to amend the official City Zoning Map and apply the Downtown Riverfront Design Overlay District to the above referenced parcels.

Staff Recommendation: Staff recommends Council approve the proposed zone map amendment on first reading.

Downtown Riverfront District Overlay



Mills Zoning Districts

<div></div> <div>Mills, C-1: General Commercial</div>	<div></div> <div>Mills, O-B: Office Business District</div>
<div></div> <div>Mills, C-3: Business Service District</div>	<div></div> <div>Mills, R-1: Single Family Dwelling District</div>
<div></div> <div>Mills, I-1: Light Industrial</div>	<div></div> <div>Mills, R-2: One and Two Family Dwelling District</div>
<div></div> <div>Mills, I-2: Heavy Industrial</div>	<div></div> <div>Mills, R-3: Multiple Family Dwelling District</div>
<div></div> <div>Mills, M-H: Manufactured Home District</div>	<div></div> <div>Mills, UA: Urban Agriculture</div>
<div></div> <div>Mills, M-P: Manufactured Home Park</div>	<div></div> <div>Mills, UR: Urban Agriculture Residential</div>
<div></div> <div>Mills, PLI: Public Land Institutions</div>	

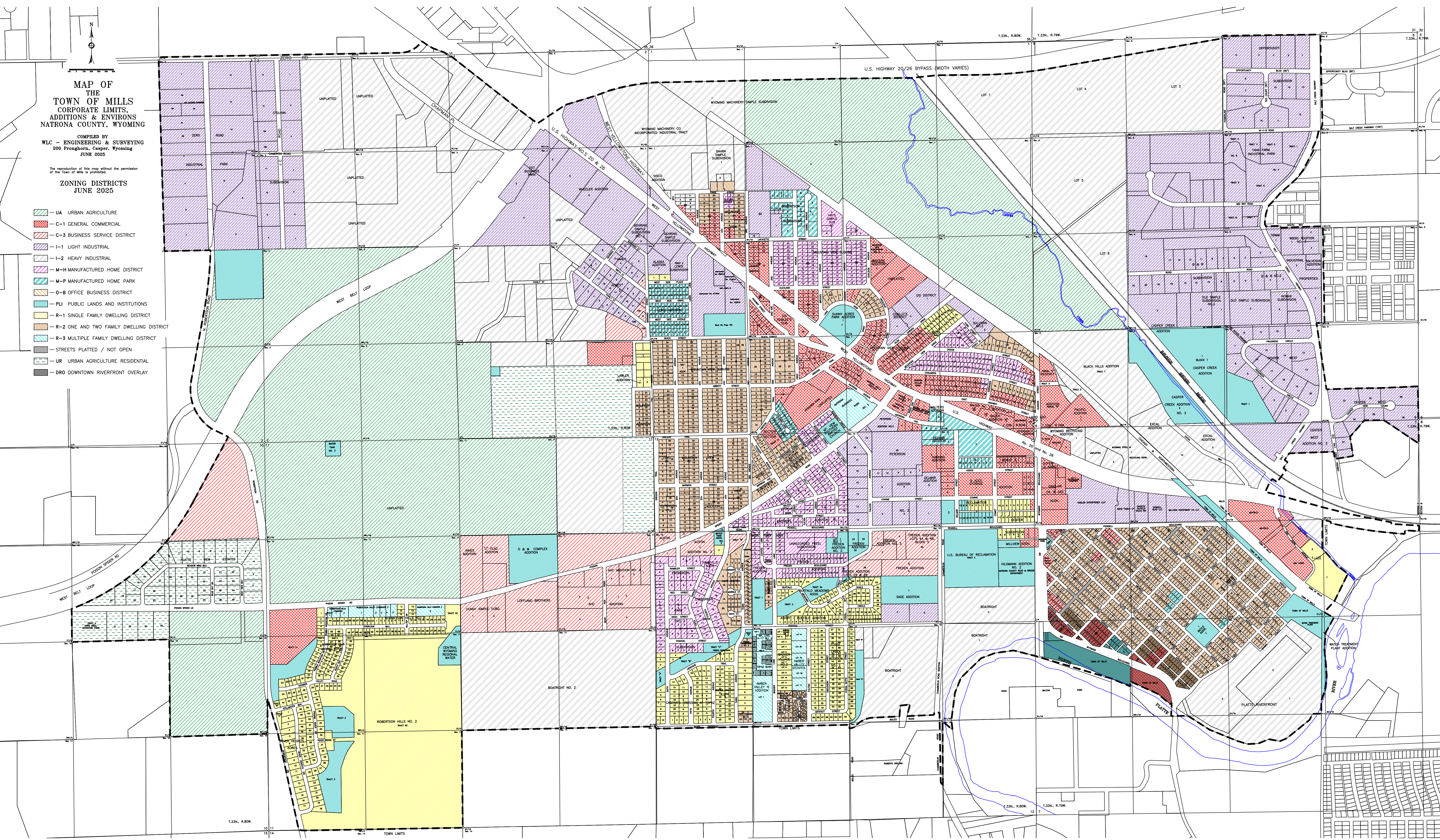
MAP OF
THE
TOWN OF MILLS
CORPORATE LIMITS,
ADDITIONS & ENVIRONS
NATRONA COUNTY, WYOMING

COMPILED BY
WLC - ENGINEERING & SURVEYING
200 Pronghorn, Casper, Wyoming
JUNE 2025

The reproduction of this map without the permission
of the Town of Mills is prohibited.

ZONING DISTRICTS
JUNE 2025

- UA URBAN AGRICULTURE
- C-1 GENERAL COMMERCIAL
- C-3 BUSINESS SERVICE DISTRICT
- I-1 LIGHT INDUSTRIAL
- I-2 HEAVY INDUSTRIAL
- M-H MANUFACTURED HOME DISTRICT
- M-P MANUFACTURED HOME PARK
- O-B OFFICE BUSINESS DISTRICT
- PLI PUBLIC LANDS AND INSTITUTIONS
- R-1 SINGLE FAMILY DWELLING DISTRICT
- R-2 ONE AND TWO FAMILY DWELLING DISTRICT
- R-3 MULTIPLE FAMILY DWELLING DISTRICT
- STREETS PLATTED / NOT OPEN
- UR URBAN AGRICULTURE RESIDENTIAL
- DRO DOWNTOWN RIVERFRONT OVERLAY



NOTICE OF PUBLIC HEARING

A public hearing will be held by the Mills Planning & Zoning Board on June 5, 2025, at 5:30 p.m., and the Mills City Council will hold a public hearing on June 24, 2025, at 7:00 p.m. in the Council Chambers, located at 704 Fourth Street, Mills, WY to receive comments on the proposed Mills Downtown Riverfront Design Overlay District. The City of Mills intends to establish an overlay zone district which will apply standards for development and design of proposed structures and uses within the overlay zone. The council will establish the overlay zone on the following properties, legally described below, and as shown on the official City of Mills Zoning Map. A copy of the proposed overlay shown on the Official City of Mills Zoning Map is available for public review at Mills City Hall or online at <http://www.millswy.gov>.

Lands to be included in Downtown Riverfront Design Overlay District:

Lots 9-16, Block 50, Town of Mills
 Lots 4-12, Block 44, Town of Mills
 Lots 1-16, Block 48, Town of Mills
 Lots 1-14, Block 45, Town of Mills (excluding highway right of way)
 Lots 3-7, Block 55, Town of Mills
 Block 52, Town of Mills
 Block 54, Town of Mills
 Lots 8-11, Block 55, Town of Mills (excluding highway right of way)
 Lots 1-7, Block 47, Town of Mills
 Lot 1 & adjacent tract, Block 46, Town of Mills
 A portion of the NW¼SW¼, Section 7, T33N, R79W

The public is invited to attend the public hearings or submit written comments. Comments may be made in writing and given to the City Clerk before 5:00 p.m. on June 20, 2025, and will be provided directly to the City Council.

PUBLISH: May 15 & June 12, 2025

ORDINANCE NO. 824

AN ORDINANCE TO AMEND ORDINANCE 312, OFFICIAL CITY ZONING MAP, ADOPTED JUNE 1, 1981, AND APPLY THE DOWNTOWN RIVERFRONT DESIGN OVERLAY DISTRICT TO CERTAIN LOTS WITHIN THE RIVERFRONT CORRIDOR, CITY OF MILLS, NATRONA COUNTY, WYOMING

WHEREAS, the City of Mills is a municipal corporation under the laws of the State of Wyoming; and

WHEREAS, the City of Mills has initiated the proposed zoning action on property legally described as:

Lots 9-16, Block 50, Town of Mills
Lots 4-12, Block 44, Town of Mills
Lots 1-16, Block 48, Town of Mills
Lots 1-14, Block 45, Town of Mills (excluding highway right of way)
Lots 3-7, Block 55, Town of Mills
Block 52, Town of Mills
Block 54, Town of Mills
Lots 8-11, Block 55, Town of Mills (excluding highway right of way)
Lots 1-7, Block 47, Town of Mills
Lot 1 & adjacent tract, Block 46, Town of Mills
A portion of the NW¼SW¼, Section 7, T33N, R79W

WHEREAS, a public hearing notice was advertised in the May 15, 2025, edition of the Casper Star-Tribune, at least 15 days prior to the public hearing, as required by the Mills Land Development Regulations; and

WHEREAS, the City of Mills Planning and Zoning Board held a public hearing to consider the rezone on June 5, 2025, and forwarded a “Do Pass” recommendation to the City Council approving the zoning action; and

WHEREAS, the Mills City Council held a public hearing on the zoning action at the June 24, 2025, Council Meeting; and

WHEREAS, the Mills City Council has determined that the zoning action will be in the best interest of the City, provide for a better use of the land and is in keeping with the land use policies of the City;

THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF MILLS, WYOMING:

SECTION 1:

The City of Mills hereby zones the following lands with the Downtown Riverfront Design Overlay District:

Lots 9-16, Block 50, Town of Mills
Lots 4-12, Block 44, Town of Mills
Lots 1-16, Block 48, Town of Mills
Lots 1-14, Block 45, Town of Mills (excluding highway right of way)
Lots 3-7, Block 55, Town of Mills
Block 52, Town of Mills
Block 54, Town of Mills
Lots 8-11, Block 55, Town of Mills (excluding highway right of way)
Lots 1-7, Block 47, Town of Mills
Lot 1 & adjacent tract, Block 46, Town of Mills
A portion of the NW¼SW¼, Section 7, T33N, R79W

SECTION 2:

The City of Mills Official City Zoning Map shall be updated to show said property as being within the Downtown Riverfront Design Overlay District.

SECTION 3:

The underlying zoning designation of all parcels, as shown on the Official City Zoning Map, shall remain unchanged.

PASSED ON FIRST READING the ____ day of _____, 2025

PASSED ON SECOND READING the ____ day of _____, 2025

PASSED, APPROVED AND ADOPTED ON THIRD AND

FINAL READING the ____ day of _____, 2025

CITY OF MILLS, WYOMING

Leah Juarez, Mayor

Sara McCarthy, Council

Tim Sutherland, Council

Cherie Butcher, Council

Brad Neumiller, Council

ATTEST:

Sarah Osborn, City Clerk

ORDINANCE NO. 831

AN ORDINANCE OF THE CITY OF MILLS, WYOMING GRANTING A NON-EXCLUSIVE PERMIT TO CLARITY TELECOM, LLC (D/B/A BLUEPEAK) FOR THE CONSTRUCTION AND OPERATION OF A CABLE SYSTEM.

WHEREAS, the City's role as manager of public rights-of-way and easements and as a regulator of cable service requires it to maintain a fair and level playing field for all such service providers; and

WHEREAS, the City and Bluepeak have determined that it is in the best interest of all parties, including the citizens of City, that Bluepeak be granted the right to construct and operate a cable system to provide cable services within the City; and

WHEREAS, the City Council of Mills has relied on Bluepeak's representations and has considered all information presented to it by Bluepeak, by City staff, and the public, and has determined that Bluepeak has the technical, legal, and financial ability to construct and operate a cable system and to provide cable services; and

WHEREAS, based upon such representations, the City Council of Mills has determined that it would be in the best interests of the City to grant Bluepeak a non-exclusive permit to construct, install, maintain, and operate a cable system in the City, subject to the terms and conditions set forth herein and applicable federal, state, and municipal statutes, regulations and ordinances, is consistent with the public interest.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF MILLS THAT THE FOLLOWING ORDINANCE BE ENACTED:

SECTION 1: Definition of Terms

For the purpose of this ordinance (the "Ordinance"), the following terms, phrases, words and abbreviations shall have the meanings ascribed to them below. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number:

(A) "Affiliate" means an entity which owns or controls, is owned or controlled by, or is under common ownership or control with Bluepeak.

(B) "Basic Cable" means the tier of Cable Service regularly provided to all Subscribers that includes the retransmission of local broadcast television signals.

(C) "Bluepeak" means Clarity Telecom, LLC (D/B/A Bluepeak), or the lawful successor, transferee, or assignee thereof.

(D) "Cable Service" means (i) the one-way transmission to Subscribers of Video Programming or other programming service, and (ii) Subscriber interaction, if any, which is required for the selection or use of such Video Programming or other programming service.

(E) “Cable System” means a facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment or other equipment that is designed to provide Cable Service or other service to Subscribers. Bluepeak’s cable system will be a fiber to the home/business network within the City utilizing the latest GPON/XGS PON infrastructure. Services available over the Cable System will include an Internet Protocol video service that includes the channels and programs commonly offered in the video marketplace in the City, as well as an integrated over-the-top (OTT) marketplace providing consumers access to content from providers like Netflix, Amazon Prime, Hulu, HBO max, etc. In addition, the Cable System will be capable of delivering high speed, symmetrical, bi- directional Internet to residential customers ranging from 1 to 2 Gbps and upwards of 10 Gbps for business customers.

(F) “City” means the City of Mills, Wyoming, a municipal corporation.

(G) “FCC” means Federal Communications Commission, or successor governmental entity thereto.

(H) “Permit” means the initial authorization, or renewal thereof, issued by the City, regardless of whether such authorization is designated as a franchise, permit, license, resolution, contract, certificate, or otherwise, which authorizes construction and operation of the Cable System for the purpose of offering Cable Service or other service to Subscribers.

(I) “Person” means an individual, partnership, association, joint stock company, trust corporation, or governmental entity.

(J) “Public Way” means the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, parkway, way, lane, public way, drive, circle, or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by City in the Service Area which shall entitle City and Bluepeak to the use thereof for the purpose of installing, operating, repairing, and maintaining the Cable System. “Public Way” also means any easement now or hereafter held by City within the Service Area for the purpose of public travel, or for utility or public service use dedicated for compatible uses, and shall include other easements or rights-of-way as shall within their proper use and meaning entitle City and Bluepeak to the use thereof for the purposes of installing or transmitting Bluepeak’s Cable Service or other service over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other related property or equipment as may be necessary or appurtenant to the Cable System.

(K) “Service Area” means the present municipal boundaries of the City and all areas annexed into the City in the future.

(L) “Subscriber” means a user of the Cable System who lawfully receives Cable Service with Bluepeak’s express permission.

(M) “Video Programming” means programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

SECTION 2: Grant of Permit

2.1 **Grant.** City hereby grants to Bluepeak a nonexclusive Permit authorizing Bluepeak to construct and operate a Cable System and offer Cable Service and other service in, along, among, upon, across, above, over, under, or in any manner connected with Public Ways within the Service Area and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in, on, over, under, upon, across, or along any Public Way and all extensions thereof and additions thereto, such poles, wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other related property or equipment as may be necessary or appurtenant to the Cable System. Nothing in this Permit shall be construed to prohibit Bluepeak from offering any service over its Cable System that is not prohibited by applicable law.

2.2 **Term.** The Permit granted pursuant to this Ordinance shall be for a term of ten (10) years from the passed and adopted date of the Permit unless otherwise lawfully terminated in accordance with the terms of this Ordinance. The Permit and the Agreement will automatically renew for one (1) additional ten (10) year term unless either Party notifies the other in writing at least 12 months prior to the expiration of the initial 10-year term that it desires to enter into renewal negotiations pursuant to Paragraph 2.6 below.

2.3 **Acceptance.** Bluepeak shall accept the Permit granted pursuant hereto by signing this Ordinance and filing same with the City Clerk within sixty (60) days after the passage and final adoption of this Ordinance.

2.4 **Favored Nations.** In the event City enters into or has entered into a Permit of any kind with any Person other than Bluepeak to enter into the Public Ways for the purpose of constructing or operating a Cable System or providing Cable Service or video service to any part of the Service Area, the material provisions thereof shall be reasonably comparable to those contained herein, in order that one operator not be granted an unfair competitive advantage over another, and to provide all parties equal protection under the law.

If another provider of Cable Services, video services or other television services utilizing any system or technology requiring use of the Public Way in the Service Area, is lawfully authorized by any governmental entity or otherwise exempt from obtaining a permit as provided for in this Ordinance in order to provide such services, City hereby agrees that, upon a request from Bluepeak, as a matter of law, Bluepeak's Permit will be modified within thirty (30) days of the granting of such authorization or exemption for the purpose of establishing the same terms and conditions as such person(s) on a competitively neutral basis. Except as specifically provided in this paragraph, neither City nor Bluepeak shall be permitted to take any unilateral action that materially changes the explicit mutual promises and covenants contained in this Permit, and any changes, modifications or amendments to this Permit must be made in writing, signed by City and Bluepeak.

2.5 **Change of Law.** In the event the federal, state, or local law, rules or regulations are amended, modified, or created that have the effect of modifying the terms and conditions of this Permit during the Term or any extension thereof, Bluepeak has the sole option to terminate this Permit upon ninety (90) days' notice to City. Nothing in this Permit shall impair the right of Bluepeak to terminate this Permit and, at Bluepeak's option, negotiate a renewal or replacement

franchise, license, consent, certificate or other authorization with any appropriate government entity (such as the State of Wyoming). To the extent that Bluepeak obtains an authorization to operate a network and serve customers under applicable laws in lieu of this Permit, Bluepeak shall have the right to terminate this Permit upon 90 days prior written notice to City.

2.6 **Renewal of Permit.** Prior to the end of the Permit term, City and Bluepeak agree to enter into good faith negotiations regarding the renewal, modification, and/or extension of this Permit.

SECTION 3: Standards of Service

3.1 **Conditions of Street Occupancy.** All transmission and distribution structures, poles, other lines, and equipment installed or erected by Bluepeak pursuant to the terms hereof shall be located so as to cause a minimum of interference with the proper use of Public Ways and with the rights and reasonable convenience of property owners who own property that adjoins any of such Public Ways. Bluepeak shall comply with all right-of-way and easement management ordinances and/or regulations enacted by City, including such ordinances and/or regulations enacted after the effective date of this Permit.

3.2 **Restoration of Public Ways and Damage to Private Property.** If during the course of Bluepeak's construction, operation, or maintenance of the Cable System there occurs a disturbance of any Public Way by Bluepeak, it shall, at its expense, replace and restore such Public Way to a condition reasonably comparable to the condition of the Public Way existing immediately prior to such disturbance.

Any damage to private property caused by the course of of Bluepeak's construction, operation, or maintenance of the Cable System shall be repaired by Bluepeak as soon as possible, and in no event in less than fourteen days upon Bluepeak being provided with notice of the damage, unless a longer period is reasonably required due to weather or other conditions that are outside of Bluepeak's control, in which case repair must be made as soon as practicably possible.

3.3 **Relocation at Request of Permitting Authority.** Upon its receipt of reasonable advance notice, Bluepeak shall, at its own expense, protect, support, temporarily disconnect, relocate in the Public Way, or remove from the Public Way, any property of Bluepeak when lawfully required by City by reason of traffic conditions, public safety, street abandonment, freeway and street construction, change or establishment of street grade, installation of sewers, drains, gas or water pipes, or any other type of structures or improvements by; City; but, Bluepeak shall in all cases have the right of abandonment of its property. If public funds are available to any company using such street, easement, or right of way for the purpose of defraying the cost of any of the foregoing, such funds shall also be made available to Bluepeak.

3.4 **Relocation at Request of Third Party.** Bluepeak shall, on the request of any Person holding a building or other structure moving permit issued by City, temporarily raise or lower its wires to permit the moving of such building or other structure, provided: (a) the expense of such temporary raising or lowering of wires is paid by such Person, including, if required by Bluepeak, making such payment in advance; and (b) Bluepeak is given not fewer than ten (10) business days' advance written notice to arrange for such temporary wire changes.

3.5 **Trimming of Trees and Shrubbery.** Bluepeak shall have the authority to trim trees or other natural growth overhanging any of its Cable System in the Service Area so as to prevent branches from coming in contact with Bluepeak wires, cables, or other equipment. Bluepeak shall reasonably compensate City or property owner for any damages caused by such trimming.

3.6 **Safety Requirements.** Construction, installation, and maintenance of the Cable System shall be performed in an orderly and workmanlike manner. All such work shall be performed in substantial accordance with applicable FCC or other federal, state, and local regulations. The Cable System shall not unreasonably endanger or interfere with the safety of persons or property in the Service Area.

3.7 **Aerial and Underground Construction.** In those areas of the Service Area where all of the transmission or distribution facilities of the respective public utilities providing telephone communications and electric services are underground, Bluepeak likewise shall construct, operate, and maintain all of its transmission and distribution facilities underground; provided that such facilities are actually capable of receiving Bluepeak's cable and other equipment without technical degradation of the Cable System's signal quality. In those areas of the Service Area where the transmission or distribution facilities of the respective public utilities providing telephone communications and electric services are both aerial and underground, Bluepeak shall have the sole discretion to construct, operate, and maintain all of its transmission and distribution facilities, or any part thereof, aerially or underground. Nothing contained in this paragraph shall require Bluepeak to construct, operate, and maintain underground any ground-mounted appurtenances such as subscriber taps, line extenders, system passive devices (splitters, directional couplers), amplifiers, power supplies, pedestals, or other related equipment. Notwithstanding anything to the contrary contained in this paragraph, in the event that all of the transmission or distribution facilities of the respective public utilities providing telephone communications and electric services are placed underground after the effective date of this Ordinance, Bluepeak shall only be required to construct, operate, and maintain all of its transmission and distribution facilities underground if it is given reasonable notice and access to the public utilities' facilities at the time that such are placed underground.

3.8 **Subscriber Charges for Extensions of Service.** If a Subscriber's residence is located within 125 feet of Bluepeak's feeder cable, the Cable Service will be provided at Bluepeak's published rate for standard installations. However, if such residence is located farther than 125 feet from Bluepeak's nearest feeder cable, then Bluepeak shall only be required to extend the Cable System to Subscribers in that area if the Subscribers are willing to pay the capital costs of extending the Cable System. Bluepeak may require that such Subscribers pay the capital contribution for construction in advance. Subscribers also shall be responsible for any standard/non-standard installation charges to extend the Cable System from the tap to the residence. Cable Service offered to Subscribers pursuant to this Article shall be conditioned upon Bluepeak having legal access to any such Subscriber's dwelling unit or other units wherein such Cable Service is provided. Nothing herein shall be construed to limit Bluepeak's ability to offer or provide bulk rate discounts or promotions.

3.9 **Pole Attachments.** Utility poles owned by City or an affiliated entity shall be available for use by Bluepeak. Bluepeak shall pay City the maximum cable services pole rental

rate as determined by the rules of the FCC for the use of poles owned by City or its affiliate, but not to exceed the amount paid by any other Cable Service provider attaching to such poles pursuant to a current and effective pole agreement.

SECTION 4: Regulation by Permitting Authority

4.1 **Permit Fee.** During the term of this Permit, Bluepeak shall pay to City a fee equal to five percent (5%) of the gross revenues that Bluepeak and its affiliates collected from each subscriber to Bluepeak's Cable Services, and five percent (5%) of the portion of gross revenues from advertising which are defined below the fee ("Permit Fee"). The Permit Fee may be identified and passed through on any subscriber bill by Bluepeak, and all such fees collected will be forwarded to City quarterly and shall be due forty-five (45) days after the end of each calendar quarter.

(A) For purposes of this Permit, gross revenues are limited to the following:

- (1) recurring charges for Cable Services;
- (2) event-based charges for Cable Services, including but not limited to pay-per-view and video-on-demand charges;
- (3) rental of set top boxes and other Cable Services equipment;
- (4) service charges related to the provision of Cable Services, including, but not limited to, activation, installation, and repair;
- (5) administrative charges related to the provision of Cable Services, including, but not limited to, service order and service termination charges; and
- (6) amounts billed to Cable Services subscribers to recover the Permit Fee authorized by this section.

(B) For purposes of this Permit, gross revenues do not include:

- (1) uncollectible fees, provided that all or part of uncollectible fees which is written off as bad debt but subsequently collected, less expenses of collection, shall be included in gross revenues in the period collected;
- (2) late payment fees;
- (3) revenues from contracts for in-home maintenance service unless they relate solely to maintenance on equipment used only for the provisioning of Cable Services and not for the provisioning of any other service provided by Bluepeak or its affiliates;
- (4) amounts billed to Cable Services subscribers to recover taxes, fees or surcharges imposed upon Cable Services subscribers in connection with the provision of Cable Services, other than the Permit Fee authorized by this section;

(5) revenue from the sale of capital assets or surplus equipment; or

(6) charges, other than those described in subsection (A), that are aggregated or bundled with amounts billed to Cable Services subscribers.

(C) Gross revenues which are subject to the Permit Fee paid by Bluepeak additionally include a pro rata portion of all revenue collected by Bluepeak pursuant to compensation arrangements for advertising (less any commissions Bluepeak receives from any third parties for advertising) and home-shopping sales derived from the operation of Bluepeak's Cable System within the Service Area. Advertising commissions paid to third parties (excluding any refunds, rebates, or discounts the Company may make to advertisers) shall not be deducted from advertising revenue included in gross revenue. The allocation of advertising and home-shopping revenue referred to above shall be based on the number of subscribers in City divided by the total number of subscribers in relation to the relevant regional or national compensation arrangement.

(D) Bundling discounts shall be apportioned fairly among video and other services. Bluepeak shall not apportion revenue in such a manner as to avoid the Permit Fee.

(E) The Permit Fee shall not apply to Internet access or Internet-based telephone services offered by Bluepeak. If the FCC or any other federal or state governmental authority with jurisdiction to do so authorizes the collection of such a fee during the term of this Permit, then Bluepeak shall, upon reasonable notice of the imposition of such a fee by City that applies equally to all Internet access or Internet-based telephone service providers within the Service Area, commence remittance of a fee in the amount of not more than five percent (5%) of the gross revenues collected from the sale of such Internet access or Internet-based telephone services during the remaining term of this Permit; provided that City and Bluepeak agree to the specific amount in an amendment to this Ordinance/Permit. *This exclusion shall not apply to the payment of statutory "911" fees; such fees shall be collected and remitted by Bluepeak beginning the effective date of this Permit as required by applicable law.*

(F) In the event that any other video services provider, including but not limited to a cable operator or open video service provider, enters into any agreement or makes any arrangement with City during the term of this Permit whereby it is required or allowed to pay a fee to City that is similar to the Permit Fee described herein, this Permit shall be amended to allow Bluepeak to substitute the definition of "gross revenue" set forth in that agreement or arrangement for the definition of "gross revenue" set forth in this Permit immediately upon request of Bluepeak.

Bluepeak and City agree that the Permit Fee shall be in lieu of all other concessions, charges, excises, franchise, license, privilege, permit fees, taxes, or assessments except sales taxes, personal or real property taxes, and act valorem taxes.

4.2 Rates and Charges. City may not regulate the rates for the provision of Cable Service or other service, including, but not limited to, ancillary charges relating thereto, except as expressly provided herein and except as may be authorized pursuant to federal and state law. From time to time, and at any time, Bluepeak has the right to modify its rates and charges, at its discretion and without consent of City, including, but not limited to, the implementation of additional charges

and rates; provided, however, that Bluepeak shall give notice to City of any such modifications or additional charges thirty (30) days prior to the effective date thereof.

4.3 **Conditions of Sale.** Except to the extent expressly required by federal or state law, if a renewal or extension of the Permit is denied or the Permit is lawfully terminated, and City either lawfully acquires ownership of the Cable System or by its actions lawfully effects a transfer of ownership of the Cable System to another party, any such acquisition or transfer shall be at a fair market value, determined on the basis of the Cable System valued as a going concern.

Bluepeak and City agree that in the case of a lawful revocation of the Permit, at Bluepeak's request, which shall be made in its sole discretion, Bluepeak shall be given a reasonable opportunity to effectuate a transfer of its Cable System to a qualified third party. City further agrees that during such a period of time, it shall authorize Bluepeak to continue to operate pursuant to the terms of its prior Permit; however, in no event shall such authorization exceed a period of time greater than six (6) months from the effective date of such revocation. If, at the end of that time, Bluepeak is unsuccessful in procuring a qualified transferee or assignee of its Cable System which is reasonably acceptable to City, Bluepeak and City may avail themselves of any rights they may have pursuant to federal or state law; it being further agreed that City's continued operation of its Cable System during the six (6)-month period shall not be deemed to be a waiver, nor an extinguishment of; any rights of either City or Bluepeak. Notwithstanding anything to the contrary set forth in this paragraph, neither City nor Bluepeak shall be required to violate federal or state law.

4.4 **Transfer of Permit.** All of the rights and privileges and all of the obligations, duties and liabilities created by this Permit shall pass to and be binding upon the successors of City and the successors and assigns of Bluepeak and the same shall not be assigned or transferred without the written approval of the City Council, which approval shall not be unreasonably withheld, conditioned or delayed; provided, however, that this Section shall not prevent the assignment or hypothecation of the Permit by Bluepeak as security for debt without such approval; and provided further that transfers or assignments of this Permit between any parent and subsidiary corporation or between entities of which at least fifty percent (50%) of the beneficial ownership is held by the same person, persons, or entities which are controlled or managed by the same person, persons, or entities, shall be permitted without the prior approval of City ("intracompany transfers"). Bluepeak shall notify City in writing within thirty (30) days of the closing of such intracompany transfer.

SECTION 5: Compliance and Monitoring

5.1 **Books and Records.** Bluepeak agrees that City may review such of Bluepeak's books and records, during normal business hours and on a nondisruptive basis, as are reasonably necessary to monitor compliance with the financial terms hereof. Such records include, but are not limited to, any public records required to be kept by Bluepeak pursuant to the rules and regulations of the FCC. Notwithstanding anything to the contrary set forth herein, Bluepeak shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature. City agrees to treat any information disclosed to it by Bluepeak as confidential, to the extent not prohibited by law, and to disclose it only to employees, representatives, and agents of City that have a need to know, or in order to enforce the provisions hereof.

SECTION 6: Insurance, Indemnification, and Bonds or Other Surety

6.1 **Insurance Requirements.** Bluepeak shall maintain in full force and effect during the term of the Permit, at its own cost and expense, Comprehensive General Liability Insurance in the amount of at least \$1,000,000. Such insurance shall designate City as an additional insured to the liability limits imposed by the Wyoming Governmental Tort Claims Act.

6.2 **Indemnification.** Bluepeak agrees to indemnify, save and hold harmless, and defend City, its officers, boards and employees, from and against any liability for damages and for any liability or claims, in each case resulting from property damage or bodily injury (including accidental death) which arise out of Bluepeak's construction, operation or maintenance of its Cable System, including, but not limited to, reasonable attorneys' fees and costs.

6.3 **Bonds and other Surety.** Except as expressly provided herein, Bluepeak shall not be required to obtain or maintain bonds or other surety as a condition of being awarded the Permit or continuing its existence. City acknowledges that the legal, financial, and technical qualifications of Bluepeak are sufficient to afford compliance with the terms of the Permit and the enforcement thereof. Bluepeak and City recognize that the costs associated with bonds and other surety may ultimately be borne by the Subscribers in the form of increased rates for Cable Service or other service. In order to minimize such costs, City agrees to require bonds and other surety only in such amounts and during such times as there is a reasonably demonstrated need therefor. City agrees that in no event, however, shall it require a bond or other related surety in an aggregate amount greater than \$100,000 conditioned upon the substantial performance of the material terms, covenants, and conditions of the Permit. Initially, no bond or other surety shall be required. In the event that one is required in the future, City agrees to give Bluepeak at least sixty (60) days' prior written notice thereof stating the exact reason for the requirement. Such reason must demonstrate a change in Bluepeak's legal, financial, or technical qualifications which would materially prohibit or impair its ability to comply with the terms of the Permit or afford compliance therewith.

SECTION 7: Emergency Alert

7.1 **Emergency Alert.** Bluepeak shall comply with the federal Emergency Alert System regulations (47 C.F.R. Part 11).

SECTION 8: Miscellaneous Provisions

8.1 **Preemption.** If the FCC or any other federal or state body or agency shall now or hereafter exercise any paramount jurisdiction over the subject matter of the Permit, then, to the extent such jurisdiction shall preempt and supersede or preclude the exercise of the like jurisdiction by City, the jurisdiction of City shall cease and no longer exist.

8.2 **Employment Requirements.** Bluepeak shall afford equal opportunity in employment to all qualified persons. No person shall be discriminated against in employment because of race, color, sex, religion, gender, national origin, age, familial status or disability. Bluepeak shall maintain and carry out a continuing program of specific practices designed to assure equal opportunity in every aspect of its employment policies and practices.

8.3 **Notice.** Unless otherwise provided by federal, state or local law, all notices, reports or demands pursuant to this Ordinance/Permit shall be in writing and shall be deemed to be sufficiently given upon delivery to a Person at the address set forth below, or by U.S. certified mail, return receipt requested, or by nationally or internationally recognized courier service (such as Federal Express). If questioned, the party sending a notice shall have the burden to prove receipt or rejection. Rejected notices shall be deemed delivered. The parties may designate such other address or addresses from time to time by giving notice to the other in the manner provided for in this section.

To City: City Clerk
704 Fourth Street,
P.O. Box 789, Mills,
WY 82644

To Bluepeak: Bluepeak
4600 S. Ulster St., Suite 1300
Denver, CO 80237
Attn: Legal Notices

Email Copy to: Compliance.Team@myBluepeak.com

8.4 **Descriptive Headings.** The captions to Sections contained herein are intended solely to facilitate the reading thereof. Such captions shall not affect the meaning or interpretation of the text herein.

8.5 **Severability.** If any Section, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid, or unconstitutional, by any court of competent jurisdiction or by any state or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other Section, sentence, paragraph, term or provision hereof, all of which shall remain in full force and effect for the term of the Permit or any renewal or renewals thereof.

8.6 **Force Majeure.** Bluepeak shall not be held in default under, or in noncompliance with, the provisions of the Permit, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of Bluepeak to control. This provision includes, but is not limited to, severe or unusual weather conditions, fire, flood, or other acts of God, strikes, work delays caused by failure of utility providers to service, maintain or monitor their utility poles to which Bluepeak's Cable System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.

PASSED on 1st reading the ____ day of_____, 2025.

PASSED on 2nd reading the ____ day of _____, 2025.

PASSED, APPROVED AND ADOPTED on 3rd and final reading this ____ day of _____, 2025.

CITY OF MILLS, WYOMING

Leah Juarez, Mayor

Sara McCarthy, Council

Brad Neumiller, Council

Cherie Butcher, Council

Tim Sutherland, Council

ATTESTED:

Sarah Osborn, City Clerk

ACCEPTANCE BY PERMIT HOLDER

Accepted this _____ day of _____, 2025, subject to applicable federal, state and local law.

**CLARITY TELECOM, LLC (D/B/A
BLUEPEAK)**

By: _____

Name: _____

Title: _____

17202022.04 – 6/21/2022

**Resubdivision of Lots 14 & 15, Blk 12,
Town of Mills
Final Plat**

Planning Commission Meeting
August 7, 2025

City Council Meeting

Applicants: Eric Rice

Case Number: 25.09 FSP

Agent: Steven Cowley, Heintz Surveying

Summary: The applicant is proposing to resubdivide Lots 14 & 15, Block 12, Town of Mills. This application is combining two existing lots into one .25-acre parcel to facilitate construction of a new accessory shop building. Removal of the lot line is needed to comply with all required zoning setbacks.

Legal Description: Lots 14 & 15, Block 12, Town of Mills

Location: The property is located on Wasatch Ave., near the intersection with Fourth St. and has an address of 410 Wasatch Ave.

Current Zoning: R-2 (One and Two-Family Dwelling District) *no change of zoning is requested or required.

Existing Land Use: There is an existing shop home on Lot 14.

Adjacent Land Use: North: Town of Mills (Original Plat) (R-2)
South: Mills Senior Center (PLI)
East: Town of Mills (Original Plat) (R-2)
West: Town of Mills (Original Plat) (R-2)

Planning Considerations:

1. Add a 5' utility easement along the front lot line.
2. Add the statement to the dedication "All streets shown hereon have previously been dedicated to the use of the public."
3. Cosmetic changes to the plat:
 - a. Add the lot size (in acres) to the plat face.
 - b. Remove the labels for Lots 14 & 15 and the previous lot line

- c. Add signature and date lines for the City Planner and City Surveyor

- 4. Survey Reviews:
 - a. Add a vicinity map with the plat name label within
 - b. Provide record dimensions and distances
 - c. Add CF to each SPC given
 - d. Recommend bounding the legal description to the adjoining lots, not the ones being vacated.
-

Staff Recommendation:

Staff recommends APPROVAL of the final plat upon all planning considerations being completed and for the Planning Commission make a “Do Pass” recommendation on the Final Plat application.

Planning Commission Recommendation:

City Council Decision:



CITY OF MILLS
APPLICATION FOR PLAT/REPLAT
Pursuant to the City of Mills Zoning Ordinance



Item # 14.

City of Mills, Wyoming
704 4th Street (Physical Address)
P.O. Box 789 (Mailing Address)
Mills, Wyoming 82644

Date: _____
Return by: _____
(Submittal Deadline)
For Meeting on: _____

PLEASE PRINT

SINGLE POINT OF CONTACT: Steven Cowley

APPLICANT/PROPERTY OWNER(S) INFORMATION:

Print Owner Name: _____
Eric W. Rice
Owner Mailing Address: _____
2123 Waterford Street
City, State, Zip: Casper, WY 82609
Owner Phone: [REDACTED]
Applicant Email: [REDACTED]

AGENT INFORMATION:

Print Agent Name: _____
Steven Cowley - Heintz Surveying and Engineering
Agent Mailing Address: _____
350 Big Horn Road, Suite 200
City, State, Zip: Casper, WY 82601
Agent Phone: (307) 333-3290
Agent Email: [REDACTED]

PROPERTY INFORMATION:

Subject property legal description (attach separate page if long legal): Lot 14 & Lot 15, Block 12, Town of Mills

Physical address of subject property if available: 410 Wasatch Ave & 406 Wasatch Ave

Size of lot(s) 5600 sq. ft/acres:

Current zoning: R-2 Current use: Residential

Intended use of the property: Residential

Zoning within 300 feet: R-2 & PLI Land use within 300 feet: Residential & Public Buildings

ATTACHMENTS (REQUIRED):

1. Proof of ownership: X (such as deed, title certification, attorney's title opinion)
2. One (1) full sized copy of the plat/replat: _____
3. One reproducible 11 x 17 plat/replat hard copy: _____
4. One plat/replat electronic copy (pdf): X

RIGHT-OF-WAY / EASEMENT INFORMATION:

Right-of-Way / Easement Location: _____
(Example: along west property line, running north & south)


Width of Existing Right-of-Way / Easement: _____ Number of Feet to be Vacated: _____

Please indicate the purpose for which the Right-of-Way / Easement is to be vacated / Abandoned

SIGNATURE(S):

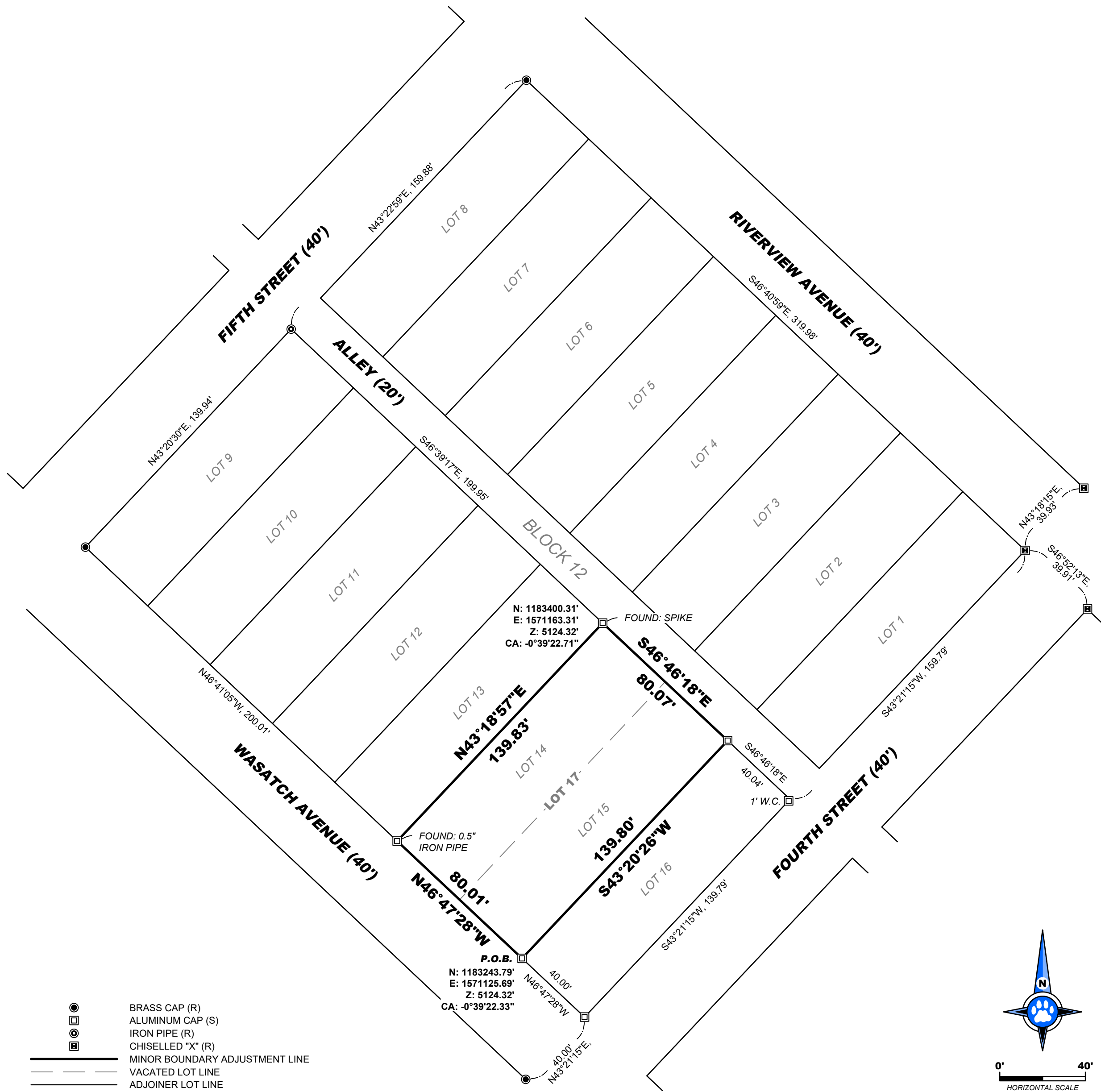
The following owner's signature signifies that all information on this application is accurate and correct to the best of the owner's knowledge; and that the owner has thoroughly read and understands all application information and requirements. [In addition to the owner's signature(s), if an agent of the owner is also to be notified and/or contacted for all communications relating to this application, please have the agent sign below.]

I (We) the undersigned owner(s) of the property described above do hereby make application to the City of Mills as follows:

OWNER Signature  ERIC W RICE OWNER Signature _____
AGENT Signature _____

FEES (Plat/Replat): \$10.00 per lot (\$250.00 minimum and a \$1,000.00 maximum), plus \$150.00 recording fee.

For Office Use Only: Signature verified: _____ Proof of ownership provided: _____ Fee Paid: \$ _____



CERTIFICATE OF DEDICATION

The undersigned, ERIC W. RICE, hereby certify that he is the owner and proprietor of the foregoing vacation and replat of Lots 14 and 15, Block 12, Town of Mills, Wyoming, being a portion of the SE1/4NW1/4 of Section 7, Township 33 North, Range 79 West, of the 6th Principal Meridian, Natrona County, Wyoming, being more particularly described by metes and bounds as follows:

Beginning at an aluminum cap monumenting the southeast corner of said Lot 15; thence from said Point-of-Beginning along the southwest line of the parcel being described and the northeast line of a 40 foot wide Wasatch Avenue right-of-way, N46°47'28\"W, 80.01 feet to an aluminum cap monumenting the southwest corner of said Lot 14; thence along the northwest line of the parcel being described, N43°18'57\"E, 139.83 feet to an aluminum cap monumenting the northwest corner of said Lot 14 and a point in the southwest line of a 20 foot wide alley; thence along the northeast line of the parcel being described and the southwest line of said alley, S46°46'18\"E, 80.07 feet to an aluminum cap monumenting the northeast corner of said Lot 15; thence along the southeast line of the parcel being described, S43°20'26\"W, 139.80 feet, more or less, to the **Point-of-Beginning**, said parcel contains 0.2569 acres, more or less.

The plat of these lots as they appear herein is with free consent, and in accordance with the desires of the under-signed owners and proprietors, said plat is laid out and surveyed as **TOWN OF MILLS, BLOCK 12, LOT 17**, a minor boundary adjustment plat in Natrona County, Wyoming.

Executed this ____ day, of _____, 2025

By: _____
ERIC W. RICE, Owner

STATE OF WYOMING }
COUNTY OF NATRONA } **SS**

The foregoing instrument was acknowledged before me by:

_____ this ____ day, of _____, 2025

Witness my hand and official seal,

Notary Public _____

My commission expires: _____

APPROVALS

Approved by the City Council of the City of Mills, Wyoming by Resolution No. _____ duly passed, adopted and approved on this ____ day, of _____, 2025

Mayor _____

Attest: City Clerk _____

Inspected and approved by the City of Mills Engineer on this ____ day, of _____, 2025

City Engineer _____

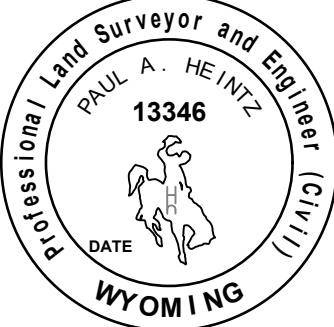
NOTES

1. Plat Closure Ratio Exceeds: 1:140,000
2. Basis-of-Bearing: NAD83(2011) Wyoming State Plane Coordinate System, East Central Zone
3. Distances are grid, US Survey Feet
4. Vertical Datum: NAVD88(GEOD18); Elevations shown herein are for reference only.
5. (S) = Set Monument, (R) = Recovered Monument

CERTIFICATE OF SURVEYOR

STATE OF WYOMING }
COUNTY OF NATRONA } **SS**

I, Paul A. Heintz, a duly registered land surveyor in the State of Wyoming, do hereby certify that this plat of **TOWN OF MILLS, BLOCK 12, LOT 17** correctly represents the results of a survey made by me or under my supervision during the month of July, 2025.



The foregoing instrument was acknowledged before me by:

_____ this ____ day, of _____, 2025

Witness my hand and official seal,

Notary Public _____

My commission expires: _____

MINOR BOUNDARY ADJUSTMENT PLAT OF
TOWN OF MILLS, BLOCK 12, LOT 17

A VACATION AND REPLAT OF
LOTS 14 AND 15, BLOCK 12, TOWN OF MILLS, WYOMING,
AN ADDITION IN THE CITY OF MILLS
BEING A PORTION OF THE SE1/4NW1/4 OF SECTION 7,
TOWNSHIP 33 NORTH, RANGE 79 WEST, OF THE 6TH P.M.,
NATRONA COUNTY, WYOMING

PREPARED FOR:

ERIC W. RICE
2123 WATERFORD STREET
CASPER, WY 82609

PREPARED BY:
















HEINTZ SURVEYING AND ENGINEERING
350 BIG HORN ROAD, SUITE 200
CASPER, WY 82601

Resubdivision of Lots 14 & 15, Blk 12, Town of Mills – Final Plat



Mills Zoning Districts

 Mills, C-1: General Commercial	 Mills, O-B: Office Business District
 Mills, C-3: Business Service District	 Mills, R-1: Single Family Dwelling District
 Mills, I-1: Light Industrial	 Mills, R-2: One and Two Family Dwelling District
 Mills, I-2: Heavy Industrial	 Mills, R-3: Multiple Family Dwelling District
 Mills, M-H: Manufactured Home District	 Mills, UA: Urban Agriculture
 Mills, M-P: Manufactured Home Park	 Mills, UR: Urban Agriculture Residential
 Mills, PLI: Public Land Institutions	



2/16/2024 11:40:46 AM NATRONA COUNTY CLERK
Pages: 1

Tracy Good
Recorded: SA
Fee: \$12.00
First American Title Insurance Com

File No.: 4511-4119054 (KB)

1151155

WARRANTY DEED

Matthew T. Klein, grantor(s) of **Natrona** County, State of **WY**, for and in consideration of Ten Dollars and Other Good and Valuable Consideration, in hand paid, receipt whereof is hereby acknowledged, Convey and Warrant To

Eric W. Rice, grantee(s),

whose address is: **410 Wasatch Aveune, Mills, WY 82604** of **Natrona** County and State of **WY**, the following described real estate, situate in **Natrona** County and State of **Wyoming**, to wit:

**LOTS 14 AND 15, BLOCK 12, IN THE TOWN OF MILLS, NATRONA COUNTY, WYOMING
ACCORDING TO THE PLAT RECORDED FEBRUARY 9, 1921 IN BOOK 27 OF DEEDS, PAGE 572.**

Subject to all covenants, restrictions, reservations, easements, conditions and rights appearing of record.

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

Witness my/our hand(s) this 15th day of February, 2024.

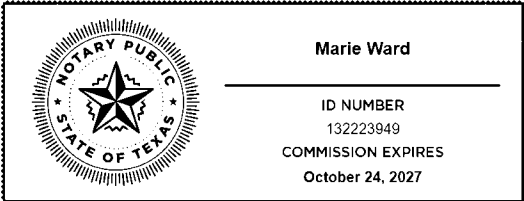
Matthew T. Klein

Matthew T. Klein

State of Texas

County of Brazoria

This instrument was acknowledged before me on this 15th day of February, 2024, by **Matthew T. Klein**.



Marie Ward

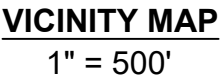
Notary Public

My commission expires: 10/24/2027

Electronically signed and notarized online using the Proof platform.



My commission expires: _____



A VACATION AND REPLAT OF
LOTS 14 AND 15, BLOCK 12, TOWN OF MILLS, WYOMING,
AN ADDITION IN THE CITY OF MILLS
BEING A PORTION OF THE SE1/4NW1/4 OF SECTION 7,
TOWNSHIP 33 NORTH, RANGE 79 WEST, OF THE 6TH P.M
NATRONA COUNTY, WYOMING

RESOLUTION NO. 2025-29

RESOLUTION APPROVING THE RESUBDIVISON OF LOTS 14 & 15, BLK 12 TO
THE TOWN (CITY) OF MILLS, WYOMING

WHEREAS, an application for approval of a final plat has been filed with the City of Mills, Wyoming for the Subdivision of Lots 14 & 15, Blk 12, to the Town (City) of Mills, Wyoming.

WHEREAS, a final plat for the resubdivision has been submitted to the City of Mills Planning Commission pursuant to the City Code and it was taken up on August 7, 2025 at the Commission’s regularly scheduled meeting

WHEREAS, The Planning Commission has reviewed the final plat and accompanying documents and found them to be in conformation with Title 17 of the City of Mills Municipal Code and has recommended that the same be approved.

NOW, THEREFORE, BE IT RESOLVED, that the governing body of the City of Mills, Wyoming pursuant to Title 17 of the Mills City Code find and approves the Final Plat of the Resubdivision of Lots 14 & 15, Blk 12 to the Town (City) of Mills Wyoming.

PASSED, APPROVED AND ADOPTED THIS_____ day of _____, 2025.

Mayor, Leah Juarez

Councilman, Sara McCarthy

Councilman, Cherie Butcher

Councilman, Tim Sutherland

Councilman, Brad Neumiller

ATTEST:

City Clerk

CERTIFICATE

I, Sarah Osborn, City Clerk, hereby certify that the foregoing Resolution was adopted by the City of Mills at a public meeting held on August 26, 2025, and that the meeting was held accordingly to law; and that said Resolution has been duly entered in the record of the City of Mills.

Sarah Osborn
City Clerk

RESOLUTION NO. 2025-30

RESOLUTION APPROVING BOND SCHEDULE

WHEREAS, The City of Mills, through those powers provided to it by the State of Wyoming, sets a bond schedule from time to time to be used in connections with crimes and offenses as set forth in the Mills City Code, and as used by the Mills Municipal Court

WHEREAS, The Governing Body for the City has reviewed the same, which are set forth in the schedule attached hereto as Exhibit A; and

WHEREAS, The bond schedule attached hereto as Exhibit A reflects that bond schedule currently in use.

NOW, THEREFORE, BE IT RESOLVED, that the governing body of the City of Mills, Wyoming hereby approves and ratifies the bond schedule which is attached hereto as Exhibit A to this Resolution.

PASSED, APPROVED AND ADOPTED THIS_____ day of _____, 2025.

Mayor, Leah Juarez

Councilman, Sara McCarthy

Councilman, Cherie Butcher

Councilman, Tim Sutherland

Councilman, Brad Neumiller

ATTEST:

City Clerk

CERTIFICATE

I, Sarah Osborn, City Clerk, hereby certify that the foregoing Resolution was adopted by the City of Mills at a public meeting held on August 26, 2025, and that the meeting was held accordingly to law; and that said Resolution has been duly entered in the record of the City of Mills.

Sarah Osborn

City Clerk

Currently Mills is using this bond schedule

BOND SCHEDULE FOR MUNICIPAL COURT

CITY OF MILLS

EFFECTIVE MAY 1st, 2019

Traffic Offenses	MILLS BOND
Alley or Crosswalk Parking	\$60.00
Avoid Traffic Device	\$60.00
Camping in Park	\$75.00
Careless Driving/Alcohol Related	\$510.00
Careless Driving	\$110.00
Careless Driving/Passenger on or out of car	\$210.00
Careless Driving/Drag Racing	\$310.00
Clinging to a Vehicle	\$210.00
Cross Double Yellow Line	\$110.00
Cut Across Parking Lot to Avoid Signal/light	\$110.00
Dim Headlights/oncoming 500'/from rear 300'	\$60.00
Driving under Suspension	\$410.00
(2nd offense within 5 yrs)	\$510.00
(3rd offense within 5 yrs)	\$610.00
(4th offense within 5 yrs)	\$760.00
Driving unsafe Vehicle	\$75.00
DWUI/Must Appear	\$760.00 (+\$100 CVCA) \$200 Suspended on Conditions
Driving with Obscured Vision	\$110.00
Driving over Firehose	\$210.00
Eluding Police Officer	\$360.00 (+\$100 CVCA)
Fail to report Accident	\$110.00
Fail to set Hand Brake	\$110.00
Failure to Grant Right of Way	\$110.00
Failure to Grant Right of Way Pedestrian	\$110.00
Failure to Grant Right of Way to Emergency Vehicle	\$210.00

Failure to Grant Right of Way to Funeral Procession	\$210.00
Failure to stop from Private Drive, Alley	\$110.00
Follow to Close	\$110.00
Follow Emergency Vehicle to Close	\$110.00
Illegal U-Turn	\$110.00
Impede Traffic	\$110.00
Improper Display	\$110.00
Improper Exit from Vehicle	\$60.00
Improper Lane Change	\$110.00
Improper Mufflers	\$110.00
Improper Parking	\$60.00
Improper Passing	\$110.00
Improper Registration	\$110.00
(2nd offense within 3 yrs)	\$220.00
(3rd offense within 3 yrs)	\$330.00
Improper Turn	\$110.00
Interference to/with Driver(too many in front seat)	\$110.00
Interference with Drivers View (snow/ice)	\$110.00
Leave Scene of Accident (Must Appear)	\$360.00
Leave Scene of Accident (2nd offense within 5 yrs)	\$560.00
Limits on Backing	\$110.00
Minor w/o Helmet on Motorcycle	\$110.00
No Driver's License	\$110.00
No Headlight, Tail or Brake light (one)	\$30.00
No Headlight, Tail or Brake light (both)	\$110.00
No Insurance	\$410.00
No Insurance (2nd offense within 5 yrs)	\$510.00
No Insurance (3rd offense within 5 yrs)	\$610.00
No Insurance (4th offense within 5 yrs)	\$760.00
Less \$100 if proof of insurance shown	
No Interlock Device	\$310.00
No Child Restraint (1st offense within 5 yrs) (2nd x 2) (3rd x 3)	\$60.00
No Child Restraint (2nd offense within 5 yrs)	\$120.00

Obedience to Traffic Devices (Buses Only Lane)	\$210.00
Off Road Driving	\$110.00
Off Truck Route	\$110.00
Parking on Private Property	\$110.00
Passing improperly, Obstructed View, Solid Yellow line	\$110.00
Passing School Bus on Flashing Light	\$310.00
Reckless Driving/Must Appear	\$760 (+\$100 CVCA)
Restricted License	\$110.00
Run Flashing School Light	\$410.00
Run Stop Sign, Red Light or Flashing Red	\$110.00
Seatbelts Required/Driver	\$60.00
Seatbelt Required/Driver (2nd offense within 5 yrs) (3rd x 3) (4th x 4)	\$120.00
Seatbelts Required/Passenger over 12	\$30.00
Seatbelt Required/Passenger (2nd offense within 5 yrs) (3rd x 3) (4th x 4)	\$60.00
SPEEDING	
*NOTE: Fines incurred in school zones, work zones, or restricted zones will be doubled.	
1 MPH	\$94.00
2 MPH	\$98.00
3 MPH	\$102.00
4 MPH	\$106.00
5 MPH	\$110.00
6 MPH	\$168.00
7 MPH	\$176.00
8 MPH	\$184.00
9 MPH	\$192.00
10 MPH	\$190.00
11 MPH	\$208.00
12 MPH	\$216.00
13 MPH	\$224.00
14 MPH	\$232.00
15 MPH	\$240.00
16 MPH	\$248.00
17 MPH	\$256.00
18 MPH	\$264.00

19 MPH	\$272.00
20 MPH	\$280.00
21 MPH	\$288.00
22 MPH	\$296.00
23 MPH	\$304.00
24 MPH	\$312.00
25 MPH	\$320.00
26 MPH OR MORE (Must Appear)	\$460.00
SPEEDING	
1-5 MPH over	\$47.00
2 MPH over	\$49.00
3 MPH over	\$51.00
4 MPH over	\$53.00
5 MPH over	\$55.00
6-9 MPH over	\$84.00
7 MPH over	\$88.00
8 MPH over	\$92.00
9 MPH over	\$96.00
10 MPH over	\$100.00
11 MPH over	\$104.00
12 MPH over	\$108.00
13 MPH over	\$112.00
14 MPH over	\$116.00
15 MPH over	\$120.00
16 MPH over	\$124.00
17 MPH over	\$128.00
18 MPH over	\$132.00
19 MPH over	\$136.00
20 MPH over	\$140.00
21 MPH over	\$144.00
22 MPH over	\$148.00
23 MPH over	\$152.00
24 MPH over	\$156.00
25 MPH over	\$160.00

26-35 MPH over (must appear)	\$230.00
36-45 MPH over (must appear)	230.00
46 MPH over (must appear)	230.00
Texting/Driving	\$110.00
Too Fast for Conditions	\$110.00
Turn on Red (where prohibited)	\$110.00
Turn signal Required	\$110.00
Unattended Vehicle	\$110.00
Wrong Way on One Way	110.00
<u>Stopping, Standing and Parking Offenses</u>	
Stopping, Standing or parking prohibited in specified places	
1. On a Sidewalk	\$60.00
2. In front of a Public or private driveway	\$60.00
3. Within an intersection or crosswalk	\$110.00
4. At any place where official signs prohibit stopping. 10.36.050	\$210.00
5. Within fifteen(15) feet of fire hydrants	\$110.00
6. On any bridge or elevated structure upon a highway	\$110.00
7. On any railroad tracks or within fifty (50) feet of the nearest rail of railroad crossing	\$210.00
8. In the area between roadways of a divided highway, including cross overs.	\$110.00
9. Within twenty (20) feet of the driveway entrance to any fire station and on the side of a street opposite the entrance to any fire station within seventy-five (75) feet of the entrance.	\$210.00
10. Within any fire lane as provided by 10.56.010	\$210.00
11. At any place where official traffic-control devices prohibit stopping, * standing, or parking	\$210.00
(b) No person shall park a motor vehicle within twenty (20) feet of an intersection or crosswalk.	\$110.00
(c) No person shall move a vehicle not lawfully under his control into any prohibited area or away from a curb a distance of eighteen(18) inches from the right-hand side of the vehicle. (ORD 264 1, 1979)	\$60.00
Emerging on left hand side of car	\$60.00
Parking on private property and prohibited areas	\$60.00

Unattended motor vehicles	\$110.00
Parking in alleys prohibited	\$60.00
Improper parking, facing wrong direction	\$60.00
Handicapped parking spaces- Unauthorized Use Prohibited	\$210.00
Recreational vehicle Parking-violation	\$110.00
Oversized and Overweight Vehicles	\$110.00
Prohibited Fencing	\$250.00
Use of RV as Dwelling (Must Appear)	\$250.00
<u>Non Traffic Offenses</u>	
Alcohol-Related Offenses	
After hours sale of alcohol	\$510.00
Alcohol in park	\$160.00
Allowing Underage Person in Bar	\$210.00
(2nd offense within 1 yr)	\$610.00
(3rd offense within 2 yrs)	\$760.00
Attempt to Purchase Alcohol Beverage by Minor (under 21)	\$210.00
False Identification	\$210.00
Furnishing Alcohol to person under age 21	\$360.00
(2nd offense within 2 yrs)	\$610.00
(3rd offense within 2 yrs)	\$760.00
Illegal Possession of Alcohol	\$160.00
(2nd offense within 5 yrs)	\$260.00
(3rd offense within 5 yrs)	\$360.00
(4th offense within 5 yrs)	\$460.00
Illegal selling of alcohol	\$510.00
Minor in Possession - Alcohol	\$160.00
Minor in Possession (2nd offense within 5 yrs)	\$260.00
Minor in Possession (3rd offense within 5 yrs)	\$360.00
Minor in Possession (4th offense within 5yrs)	\$460.00
Minor-Tobacco (1st offense)	\$100.00
Minor-Tobacco (2nd offense within 5 yrs)	\$200.00
Minor-Tobacco (3rd offense within 5 yrs)	\$300.00
Open Container	\$110.00
Operation of Bottle Club	\$210.00
Possession of Alcohol in Park-No Permit	\$160.00

Public Intoxication	\$160.00
Public Intoxication (2nd offense within 5 yrs)	\$260.00
Public Intoxication (3rd offense within 5 yrs)	\$360.00
Public Intoxication (4th offense within 5 yrs)	\$460.00
Public Intoxication- Vehicle Related	\$310.00
Selling Liquor w/o License	\$510.00
General Offenses	
Bench Warrant (Arraignment)	\$110.00
Bench Warrant (Trial)	\$210.00
Bench Warrant - Failure to Comply	\$160.00
Bench Warrant - Failure to Comply (2nd)	\$320.00
Bench Warrant - Failure to Comply (3rd)	\$480.00
Assault	\$310 (+\$100 CVCA)
Carrying a Concealed Weapon	\$260.00
Burning Prohibited	\$510.00
Civil Disorder	\$110.00
Conduct business without a License	\$510.00
Curfew	\$110.00
Defraud Innkeeper (up to \$20.00)	\$160.00
Defraud Innkeeper (\$20.01 and Over)	\$360.00
Damage Property	\$310 (+\$100 CVCA)
Damage over \$25.00 of Property with Vehicle or Paint	\$760 (+\$100 CVCA)
Discharge Firearm within City Limits	\$310.00
Disorderly Conduct	\$110.00
Disturbance	\$110.00
False Information to Pawnbroker	\$510.00
Fighting in Public	\$160.00 (+\$100 CVCA)
Filing a False Alarm	\$260.00
Filing a False Report	\$260.00
Gambling	\$310.00
Hazardous Materials Ordinance	\$360.00
Indecent Exposure	\$360.00
Indecent Exposure (2nd offense within 5 yrs)	\$460.00
Interference	\$360.00

Interference (2nd offense within 5 yrs)	\$460.00
Jay Walking	\$60.00
Junk Ordinance	\$250.00
Littering (unintentional)	\$110.00
Littering (intentional)	\$310.00
Littering (aggravated)	\$510.00
Loitering	\$110.00
Malicious Mischief	\$210.00
Petit Larceny (up to \$20.00)	\$210.00
Petit Larceny (\$20.01 and over)	\$360.00
Possession of Marijuana	\$260.00 (+50 CVCA)
Possession of Drug Paraphernalia 9.28.010	# 160.00
Possession of Drug Paraphernalia (2nd offense within 5 yrs)	\$220.00
Possession of Drug Paraphernalia (3rd offense within 5 yrs)	\$330.00
Possession of or Discharge of Fireworks (2nd x 2, 3rd x 3, etc)	\$110.00
Prostitution	\$310.00
Prostitution - Engage in/aiding or abetting	\$310.00
Prostitution- Operating House	\$760.00
Prostitution- Transporting/directing to	\$760.00
Prostitution- Remaining in Structure where Occur	\$210.00
Prowling or Peeping	\$310.00
Resist Arrest	\$360.00
Resist Arrest (2nd offense within 5 yrs)	\$460.00
Shoplifting (up to \$10.00)	\$110.00
Shoplifting (\$10.01 to \$20.00)	\$260.00
Shoplifting (\$20.01 to \$30.00)	\$360.00
Shoplifting (over \$30.00)	\$560.00
Smoking Ordinance	\$100.00
Sniffing Glue or Intoxicant Vapors	\$210.00
Soliciting without a License	\$310.00
Tattooing Minor without Parental consent	\$510.00
Telephone Ordinance	\$110.00
Theft of Service	
Throwing Stones, snowballs, etc.	\$110.00
Trespassing	\$110.00

Urinate in Public	\$110.00
<u>Animal Control Offenses</u>	
Abandoning an Animal	\$205.00
Animal Left in Vehicle when over 70 degrees	\$205.00
Animal Left in Vehicle Bothering a Pedestrian	\$110.00
(2nd Offense within 1 year)	\$260.00
Carrying animal in Vehicle in Inhumane Manner	\$260.00
Cruelty or Over-working Animal	\$260.00
Breaking into Animal Shelter or Vehicle	\$260.00
Failure to Cage Fowl	\$110.00
Failure to Comply	\$110.00
Failure to License	\$110.00
Failure to Maintain Animal Waste	\$110.00
Failure to Notify Animal Control When Animal is Involved in an Accident Resulting in Injury	\$205.00
Failure to Notify Animal Control of Found Animal	\$110.00
Failure to Provide Food, Water & Shelter	\$210.00
Failure to Quarantine	\$310.00
Failure to Remove Dead Animal	\$110.00
Failure to Report a Bite	\$110.00
Failure to Restrain Vicious Dog	\$310.00
Failure to turn Over Trapped Animal	\$210.00
Failure to Vaccinate against Rabies	\$110.00
Harassing a Chained or Confined Animal	\$210.00
Hindering Animal control Officer	\$210.00
Illegal Trapping of Dogs and Cats	\$210.00
Interference	\$210.00
Improperly Maintained Rabbitry	\$110.00
Livestock within the City Limits	\$110.00
Maiming or Disfiguring Animal	\$210.00
Possession of Certain Fowl Within City Limits	\$110.00
Possession of Too many Animals within City Limits	\$110.00
Possession of Wild Animal	\$310.00
Prohibited Fencing	\$250.00
Public Nuisance (Running at Large and Excessive Barking) 07-08-070	\$110.00

(2nd Offense within 1 year)	\$220.00
(3rd Offense within 1 year)	\$330.00
Running at Large (2nd x 2) (3rd x 3) (4th x 4, etc)	\$110.00
Sale or Barter of Animals without License	\$210.00
Unattended Dog in Pickup	\$110.00
Unauthorized Sale of Chicks, Ducks, Rabbits, etc.	\$310.00
TREES	
Arborist License	\$250.00
Injuring of Trees on Town Property	\$250.00
Tree Topping	\$150.00
Obstruction of View	\$150.00
Clearance	\$150.00
BUSINESS LICENCE	
Business to be Licensed	\$250.00
HEALTH & SANITATION	
Accumulation – Owners Responsibility to Remove	\$250.00
Prohibited Acts	\$250.00
Refuse – Building Material Removal	\$250.00
Refuse – Prohibited Acts	\$250.00
Refuse – Periodic Removal from Certain Businesses	\$250.00
Manure Accumulation and Use	\$250.00
Burning Prohibited	\$250.00
ANIMALS	
Animal or Livestock Annoyances	\$150.00
Sanitary Enclosures	\$150.00
Diseased Animals	\$250.00
Animals in Public Places	\$150.00
Restraint of Animals	\$150.00
Humane Animal Care	\$260.00
Cruelty to Animals	\$260.00
Live Animal Traps	\$210.00

NUISANCES	
Poultry & Fowl Prohibited	\$110.00
Prohibiting Loud & Unnecessary Noises (2nd x 2, 3rd x 3, 4th x 4, etc)	\$110.00
Owners, Occupants, and Agents to Remove Weeds	\$250.00
Obstruction Prohibited	\$250.00
Health or Fire Hazard Prohibited	\$250.00
Abandoned Refrigerators & Similar Containers Prohibited	\$250.00
OBSTRUCTIONS OF STREETS, SIDEWALKS, AND EASEMENTS	
Obstructions Prohibited When (2 nd x 2, 3 rd x 3, 4 th x 4, etc)	\$60.00
GARAGE AND YARD SALES	
Number & Frequency of Garage & Yard Sales (2 nd x 2, etc)	\$100.00
FENCES, WALLS, AND HEDGES	
Requirements/Violations	\$250.00
SIGN REGULATIONS	
Requirements/Violations	\$110.00

RESOLUTION NO. 2025-31

RESOLUTION CORRECTING ERROR IN THE RECORD
NUNC PRO TUNC

WHEREAS, The City of Mills did pass a certain Resolution Approving the Final Plat for Lots 25 & 26, Block 34, First Mountain View Extension Addition, To the City of Mills on July 22, 2025; and

WHEREAS, The Resolution as passed reflects it having the Resolution No. 2025-27, when it should in fact be Resolution No. 2025-28, which is the correct Resolution Number.

NOW, THEREFORE, BE IT RESOLVED, that the governing body of the City of Mills, Wyoming hereby corrects said Resolution Number upon the record such that it reflects the correct Number, 2025-28, and further that the physical copy of the Resolution further reflect this correction.

PASSED, APPROVED AND ADOPTED THIS_____ day of _____, 2025.

Mayor, Leah Juarez

Councilman, Sara McCarthy

Councilman, Cherie Butcher

Councilman, Tim Sutherland

Councilman, Brad Neumiller

ATTEST:

City Clerk

CERTIFICATE

I, Sarah Osborn, City Clerk, hereby certify that the foregoing Resolution was adopted by the City of Mills at a public meeting held on August 26, 2025, and that the meeting was held accordingly to law; and that said Resolution has been duly entered in the record of the City of Mills.

Sarah Osborn
City Clerk

CONTRACT FOR TRANSPORTATION SERVICES

This Contract for Transportation Services (“**Contract**”) is entered into on this ____ day of _____, 2025, by and between the City of Casper (“**Casper**”), Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 and the City of Mills (“**Mills**”), Wyoming, a Wyoming municipal corporation, 704 4th Street, Mills, Wyoming 82644.

Throughout this document, Casper and Mills may be collectively referred to as the “parties.”

RECITALS

WHEREAS, Casper is undertaking a project to support transit services within the boundaries of Natrona County, Wyoming which are near to it, but are also outside of city limits of the City of Casper; and

WHEREAS, the project requires Transportation services for the demand response and fixed route transportation for Mills and members of its general public; and

WHEREAS, Casper represents that it is ready, willing, and able to provide the Transportation services to Mills as required by this Contract; and

WHEREAS, Mills desires to contract with Casper for the provision of such services.

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein to be performed, the parties agree as follows:

PART I. GENERAL TERMS AND CONDITIONS

1. **SCOPE OF SERVICES:**

Casper, through its Casper Community Development Department, shall be responsible for administering this Contract and providing grant administration services. The Community Development Director is the City Manager's authorized representative and shall so serve as liaison to Mills.

Casper shall perform the following services in connection with and respecting the project:

- A. Casper shall operate a demand response transportation system for the urbanized area of Mills. Casper shall place an emphasis on services for the elderly and disabled.
- B. Casper shall operate a fixed route transportation system for the general public within the boundaries of Mills.

- C. Casper shall provide a demand response transportation service, at a minimum, from 7:00 a.m. to 6:00 p.m. on Monday through Friday, and on Saturday from 7:30 a.m. to 3:30 p.m.; provided, however, that Casper may discontinue transportation on the following holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day; or, other holidays as deemed appropriate by Casper.
- D. Casper shall provide a fixed route transportation service, at a minimum, from 7:00 a.m. to 6:00 p.m. on Monday through Friday. Casper may discontinue fixed route transportation on the following holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day; or, other holidays as deemed appropriate by Casper.
- E. Casper shall promote the services offered through appropriate informational programs.
- F. Casper shall provide such other related services, which from time to time, may be mutually agreed upon in writing by the parties hereto.
- G. Fares:
 - i. Fares and methods of fare payment charged to passengers and attendants shall be set by Casper; provided, however, that pursuant to Section 5(m) of the Urban Mass Transportation Act of 1964, fares charged elderly and disabled persons shall not exceed one half of the fares charged to the general public. The cash fares paid by passengers and/or service contracts shall be the property of Casper and considered program income. Casper has the option to alter fares during the course of the Contract. Casper will notify Mills of its plans to implement its fare changes sixty (60) days in advance of the proposed fare change. For the purpose of this Contract, the demand response fare shall be Two Dollars (\$2.00) for the elderly and disabled and Five Dollars (\$5.00) for the general public per trip. Children twelve (12) years of age and younger shall ride for One Dollar (\$1.00) as long as they are accompanied by a parent or guardian. The fare shall continue until such time as amended by Casper.
 - ii. General fixed route fare is One Dollar (\$1.00) per trip, Student fare is Seventy-Five cents (\$0.75) per trip, reduced fare is Fifty cents (\$0.50) and children five (5) years and under are free. While the general fixed route fares are set by Casper, the criteria for reduced fare are determined by the Americans with Disabilities Act.
 - iii. A route deviation is \$1.00 for the elderly, disabled, or Medicare recipients. A route deviation is \$2 for the general public.

H. Group Trips

- i. Mills shall notify the Community Development Director in writing of all special group trip requests at least ten (10) days in advance. Public (not private) use of transit vehicles by Casper staff is permitted under certain conditions. Casper may use transit vehicles for non-transit related purposes for up to eighty (80) hours per year under 49 CFR Part 604.
- ii. Casper agrees to provide said service at the average hourly operating rate plus ten percent (10%) for additional costs and overhead.

2. TIME OF PERFORMANCE:

The services of Casper shall be undertaken on July 1, 2025, and completed on or before June 30, 2026.

3. COMPENSATION:

- A. In consideration of the performance of services rendered under this Contract, Casper shall be compensated for services performed in accordance with paragraph 1, not to exceed a sum of Forty-One Thousand Four Hundred Thirty-Nine Dollars and Forty-Five Cents (\$41,439.45) for FY 2026. See Exhibit A, attached hereto and made part of this Contract.
- B. This Contract is specifically made subject to Casper receiving funding from the United States Department of Transportation, Federal Transit Administration (FTA). In the event that Casper fails to receive any of the aforementioned funds or has insufficient local match required for the grants, this Contract shall be subject to modification or termination as provided by the Terms and Conditions herein.
- C. This Contract is specifically made subject to the Council-approved FY 2026 budget, related, but not limited to, Casper's General Fund and Casper's 1% #17 Fund. If budget amendments occur that reduce this Contract's Compensation for services, found in Section 3, then this Contract's Scope of Services, found in Section 1, may also be amended by ways of, but not limited to, service reductions, reduced hours, or fixed-route system modifications.
- D. Mills will be invoiced by Casper on an annual basis based on the days and hours of service and the cost per service hour. Mills will pay Casper the invoiced annually amount for transit operations up to an amount not to exceed Forty-One Thousand Four Hundred Thirty-Nine Dollars and Forty-Five Cents (\$41,439.45) no later than July 31, 2026 for FY 2026.

4. METHOD OF PAYMENT:

Mills's payment will be made following completion of the terms set forth herein and receipt of an itemized invoice, certified under penalty of perjury, from Casper for services rendered in conformance with the Contract.

5. EXTENT OF CONTRACT:

- A. This Contract represents the entire and integrated Agreement between Casper and Mills, and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended only by written instrument signed by both Casper's and Mills's authorized representatives.
- B. Casper and Mills each individually represent that they have the requisite authority to execute this Contract and perform the services described in this Contract.

6. TERMINATION OF CONTRACT:

- A. Casper may terminate this Contract anytime by providing ninety (90) days written notice to Mills of intent to terminate said Contract. In such event, all finished or unfinished documents, data, studies and reports prepared by Casper under this Contract shall, at the option of Casper, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.
- B. Notwithstanding the above, Mills shall not be relieved of liability to Casper for damages sustained by Casper, by virtue of termination of the Contract by Mills, or any breach of the Contract by Mills, and Casper may withhold any services for the purpose of setoff until such time as the exact amount of damages due Casper from Mills are determined.

7. CHANGES:

Casper may, from time to time, request changes in the scope of the services of the Contract. Such changes, including any increase or decrease in the amount of compensation, which is mutually agreed upon between Casper and Mills, shall be incorporated in written amendments to this Contract. There shall be no increase in the amount of compensation unless approved by Resolution adopted by Casper.

8. ASSIGNABILITY:

This Contract may not be assigned without the prior written approval of both parties hereto.

9. AUDIT:

Casper and its representatives shall have access and obtain at its discretion, copies to any books, documents, papers, electronic data and records of Mills, which are pertinent to this

Contract. Mills shall immediately, upon receiving written instruction from Casper, provide to any independent auditor or accountant all books, documents, papers, electronic data and recordings of Mills which are pertinent to this Contract. Mills shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by Casper.

10. EQUAL EMPLOYMENT OPPORTUNITY:

In carrying out the program, no party hereto shall discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The parties shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, or disability. Such action shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Casper shall post in conspicuous places, available to employees and applicants for employment, notices required by the government setting forth the provisions of this nondiscrimination clause. Casper shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability.

11. OWNER OF PROJECT MATERIALS:

All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, and reports prepared under this Contract shall be considered the property of Casper, and upon completion of the services to be performed, or termination of this agreement, they will be turned over to Casper provided that, in any case, Mills may, at no additional expense to Casper, make and retain such additional copies thereof as Mills desires for its own use; and provided further, that in no event may any of the documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, or other reports retained by Mills be released to any person, agency, corporation, or organization without the written consent of Casper, except as may be required at law.

12. FINDINGS CONFIDENTIAL:

All reports, information, data, etc., given to or prepared, or assembled by Mills under this Contract are confidential and shall not be made available to any individual or organization by Mills without the prior written consent of Casper, except as otherwise required at law.

13. GOVERNING LAW AND VENUE:

This Contract shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the parties. The venue shall be the Seventh Judicial District, Natrona County, Wyoming. The Parties shall also comply with all applicable laws, ordinances, and codes of the local, state, or federal governments and shall not trespass on any public or private property in performing any of the work embraced by this Contract.

14. INSURANCE AND INDEMNIFICATION:

Each party to this Contract shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend or indemnify the other.

The City of Mills will provide property and liability insurance on Bus #95 and provide a Certificate of Insurance annually to the City of Casper Risk Management Division.

The minimum coverage shall be at least as broad as:

- A. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than the sum of Two Hundred Fifty Thousand Dollars (\$250,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Five Hundred Thousand Dollars (\$500,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location. The CGL policy shall be endorsed to contain Employers Liability/Stop Gap Coverage.
- B. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), with limit no less than Five Hundred Thousand (\$500,000) per accident for bodily injury and property damage.

Nothing in this Contract is intended to waive Casper's governmental immunity, or that of Mills. Casper and Mills do not waive any right or rights they may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et seq., and Casper specifically reserves the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

15. NO THIRD PARTY BENEFICIARY RIGHTS:

The parties to this Contract do not intend to create in any other individual or entity the status of third-party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties and obligations contained in this Contract shall operate only between the parties to this Contract, and shall inure solely to the benefit of the parties to this Contract. The parties to this Contract intend and expressly agree that only parties signatory to this Contract shall have any legal or equitable right to seek to enforce this Contract, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Contract, or to bring an action for the breach of this Contract.

16. FORCE MAJEURE:

Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, pandemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.

17. ELECTRONIC SIGNATURES:

The parties understand and agree that they have the right to execute this Contract through paper or through electronic signature technology, which is in compliance with Wyoming and federal law governing electronic signatures. The parties agree that to the extent they sign electronically, their electronic signature is the legally binding equivalent to their handwritten signature. Whenever they execute an electronic signature, it has the same validity and meaning as their handwritten signature. They will not, at any time in the future, repudiate the meaning of their electronic signature or claim that their electronic signature is not legally binding. They agree not to object to the admissibility of this Contract as an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the grounds that it is an electronic record or electronic signature or that it is not in its original form or is not an original. Each party will immediately request that their electronic signature be revoked in writing if they discover or suspect that it has been or is in danger of being lost, disclosed, compromised or subjected to unauthorized use in any way. If either party would like a paper copy of this Contract, they may request a copy from the other party, and the other party shall provide it.

18. EFFECTIVE DATE:

The effective date of this Contract shall be July 1, 2025.

19. INCORPORATION OF RECITALS.

The recitals set forth above are hereby incorporated herein at this point as if fully set forth as part hereof.

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PART II. FEDERAL TRANSIT ADMINISTRATION (FTA) REQUIRED CLAUSES

1. Incorporation of Federal Transit Administration (FTA) Terms

The provisions within include, in part, certain Standard Terms and Conditions required under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR § 200), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, detailed in 2 CFR § 200 or as amended by 2 CFR § 1201, or the most recent version of FTA Circular 4220.1 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request which would cause a violation of the FTA terms and conditions.

2. Notice to Third Party Participants

Federal requirements that apply to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto may change due to changes in federal law, regulation, other requirements, or guidance, or changes in the Recipient's Underlying Agreement including any information incorporated by reference and made part of that Underlying Agreement; and

Applicable changes to those federal requirements will apply to each Third Party Agreement and parties thereto at any tier.

3. Civil Rights Laws and Regulations

The following Federal Civil Rights laws and regulations apply to all contracts.

- A. Federal Equal Employment Opportunity (EEO) Requirements. These include, but are not limited to:
 - i. Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity.
 - ii. Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, "Equal Employment Opportunity," September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or

national origin.

- B. Nondiscrimination on the Basis of Sex. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance,” 49 C.F.R. part 25 prohibit discrimination on the basis of sex.
- C. Nondiscrimination on the Basis of Age. The “Age Discrimination Act of 1975,” as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, “Age Discrimination in Employment Act,” 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.
- D. Federal Protections for Individuals with Disabilities. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

4. Civil Rights and Equal Opportunity

The Agency is an Equal Opportunity Employer. As such, the Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Agency agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

- A. Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

- B. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- C. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any Implementing requirements FTA may issue.
- D. Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- E. Promoting Free Speech and Religious Liberty. The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

5. Disadvantaged Business Enterprise (DBE)

- A. It is the policy of the Agency and the United States Department of Transportation (“DOT”) that Disadvantaged Business Enterprises (“DBE’s”), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts.
- B. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Agency deems appropriate, which may include, but is not limited to:
 - i. Withholding monthly progress payments;
 - ii. Assessing sanctions;
 - iii. Liquidated damages; and/or
 - iv. Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).
- C. Prime contractors are required to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the Agency makes to the prime contractor. 49 C.F.R. § 26.29(a).
- D. Finally, for contracts with defined DBE contract goals, each FTA Recipient must include in each prime contract a provision stating that the contractor shall utilize the specific DBEs listed unless the contractor obtains the Agency’s written consent; and that, unless the Agency’s consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

6. No Government Obligation to Third Parties

The Recipient and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a

party to this Contract and shall not be subject to any obligations or liabilities to the Recipient, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

7. Program Fraud and False or Fraudulent Statements and Related Acts

- A. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
- B. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.
- C. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

8. Prompt Payment

- A. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the

subcontractor's work related to this contract is satisfactorily completed.

- B. The contractor must promptly notify the Agency, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the Agency.

9. Access to Records and Reports

- A. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, leases, subcontracts, arrangements, other third party Contracts of any type, and supporting materials related to those records.
- B. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.334. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
- C. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract in accordance with 2 CFR § 200.337.
- D. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract in accordance with 2 CFR § 200.337.

10. Energy Conservation

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

11. Safe Operation of Motor Vehicles

- A. Seat Belt Use

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by the Contractor or Agency.

B. Distracted Driving

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract.

12. Trafficking in Persons

A. The contractor agrees that it and its employees that participate in the Recipient’s Award, may not:

- i. Engage in severe forms of trafficking in persons during the period of time that the Recipient’s Award is in effect;
- ii. Procure a commercial sex act during the period of time that the Recipient’s Award is in effect; or
- iii. Use forced labor in the performance of the Recipient’s Award or subagreements thereunder.

13. Federal Tax Liability and Recent Felony Convictions

A. The contractor certifies that it:

- i. Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
- ii. Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

B. If the contractor cannot so certify, the Recipient will refer the matter to FTA and not

enter into any Third Party Agreement with the Third Party Participant without FTA's written approval.

- C. Flow-Down. The Recipient agrees to require the contractor to flow this requirement down to participants at all lower tiers, without regard to the value of any subagreement.

14. Termination

- A. Termination for Convenience (General Provision)

The Agency may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Agency's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Agency to be paid the Contractor. If the Contractor has any property in its possession belonging to Agency, the Contractor will account for the same, and dispose of it in the manner Agency directs.

- B. Termination for Default [Breach or Cause] (General Provision)

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Agency may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the Agency that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the Agency, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

- C. Opportunity to Cure (General Provision)

The Agency, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions

- D. If Contractor fails to remedy to Agency's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by

Contractor of written notice from Agency setting forth the nature of said breach or default, Agency shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Agency from also pursuing all available remedies against Contractor and its sureties for said breach or default.

E. Waiver of Remedies for any Breach

In the event that Agency elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by Agency shall not limit Agency's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

F. Termination for Convenience (Professional or Transit Service Contracts)

The Agency, by written notice, may terminate this contract, in whole or in part, when it is in the Agency's interest. If this contract is terminated, the Agency shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

G. Termination for Default (Supplies and Service)

If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

H. Termination for Default (Transportation Services)

If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

I. If this contract is terminated while the Contractor has possession of Agency goods, the Contractor shall, upon direction of the Agency, protect and preserve the goods until surrendered to the Agency or its agent. The Contractor and Agency shall agree

on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

- J. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

K. Termination for Default (Construction)

If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provision of this contract, Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Agency may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Agency resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Agency in completing the work.

- L. The Contractor's right to proceed shall not be terminated nor shall the Contractor be charged with damages under this clause if:
 - i. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of Agency, acts of another contractor in the performance of a contract with Agency, epidemics, quarantine restrictions, strikes, freight embargoes; and
 - ii. The Contractor, within [10] days from the beginning of any delay, notifies Agency in writing of the causes of delay. If, in the judgment of Agency, the delay is excusable, the time for completing the work shall be extended. The judgment of Agency shall be final and conclusive for the parties, but subject to appeal under the Disputes clause(s) of this contract.
 - iii. If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been

issued for the convenience of Agency.

M. Termination for Convenience or Default (Architect and Engineering)

The Agency may terminate this contract in whole or in part, for the Agency's convenience or because of the failure of the Contractor to fulfill the contract obligations. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Agency 's Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. Agency has a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials.

- N. If the termination is for the convenience of the Agency, the Agency's Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.
- O. If the termination is for failure of the Contractor to fulfill the contract obligations, the Agency may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Agency.
- P. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Agency.

Q. Termination for Convenience or Default (Cost-Type Contracts)

The Agency may terminate this contract, or any portion of it, by serving a Notice of Termination on the Contractor. The notice shall state whether the termination is for convenience of Agency or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the Contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the Agency, or property supplied to the Contractor by the Agency. If the termination is for default, the Agency may fix the fee, if the contract provides for a fee, to be paid the Contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the Agency and the parties shall negotiate the termination settlement to be paid the Contractor.

- R. If the termination is for the convenience of Agency, the Contractor shall be paid its

contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

- S. If, after serving a Notice of Termination for Default, the Agency determines that the Contractor has an excusable reason for not performing, the Agency, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

15. Debarment and Suspension

- A. The Contractor shall comply and facilitate compliance with U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:
 - i. Debarred from participation in any federally assisted Award;
 - ii. Suspended from participation in any federally assisted Award;
 - iii. Proposed for debarment from participation in any federally assisted Award;
 - iv. Declared ineligible to participate in any federally assisted Award;
 - v. Voluntarily excluded from participation in any federally assisted Award; or
 - vi. Disqualified from participation in any federally assisted Award.
- B. By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:
- C. The certification in this clause is a material representation of fact relied upon by the AGENCY. If it is later determined by the AGENCY that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, the Federal Government may pursue available remedies, including but

not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

16. Notification to FTA

- A. If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third Party Agreements and must require each Third Party Participant to include an equivalent provision in its subagreements at every tier, for any agreement that is a “covered transaction” according to 2 C.F.R. §§ 180.220 and 1200.220.
- B. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
- C. Matters that may affect the Federal Government include, but are not limited to, the Federal Government’s interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government’s administration or enforcement of federal laws, regulations, and requirements.
- D. The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient.

17. Americans with Disabilities Act (ADA)

The contractor agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act. In addition, the contractor agrees to comply with any and all applicable requirements issued by the FTA, DOT, DOJ, U.S. GSA, U.S. EEOC, U.S. FCC, any subsequent amendments thereto and any other nondiscrimination statute(s) that may apply to the Project.

18. Access to Third Party Contract Records

Where the Purchaser is not a State but a local government and is the FTA Recipient or a sub grantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his/her authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11). The provisions within include, in part, certain Standard Terms and Conditions required under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR § 200), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, detailed in 2 CFR § 200 or as amended by 2 CFR § 1201, or the most recent version of FTA Circular 4220.1 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply

with any request which would cause a violation of the FTA terms and conditions.

19. Changes to Federal Requirements

The Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Contract (the FTA Master Contract) between NAIPTA and the FTA, as they may be amended or promulgated from time to time during the term of the Contract. Contractor's failure to so comply shall constitute a material breach of the Contract.

20. Prohibition on Certain Telecommunication Equipment

The contractor is prohibited from the uses of covered telecommunications equipment or services as a substantial or essential component of a system or as a critical technology. Covered telecommunications equipment or services includes telecommunications or video surveillance equipment or services provided by entities deemed to be a risk by the U.S. government. Contractors are required to report to the contracting officer if they identify the use of covered equipment or services during the contract performance. This prohibition is implemented through the Federal Acquisition Regulation (FAR) and requires contractors to make representations regarding the use of covered equipment or services.

21. Transit Employee Protective Arrangements

The Contractor agrees to comply with the following employee protective arrangements of 49 U.S.C. § 5333(b):

- A. U.S. DOL Certification. Under this Contract or any Amendments thereto that involve public transportation operations that are supported with federal assistance, a certification issued by U.S. DOL is a condition of the Contract.
- B. Special Warranty. When the Contract involves public transportation operations and is supported with federal assistance appropriated or made available for 49 U.S.C. § 5311, U.S. DOL will provide a Special Warranty for its Award, including its Award of federal assistance under the Tribal Transit Program. The U.S. DOL Special Warranty is a condition of the Contract.
- C. Special Arrangements. The conditions of 49 U.S.C. § 5333(b) do not apply to Contractors providing public transportation operations pursuant to 49 U.S.C. § 5310. FTA reserves the right to make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate, and, in those instances, any special arrangements required by FTA will be incorporated herein as required.

22. School Bus Operations

The contractor agrees to comply with 49 U.S.C. 5323(f), and 49 C.F.R. part 604, and not engage in school bus operations using federally funded equipment or facilities in competition with private operators of school buses, except as permitted under:

- A. Federal transit laws, specifically 49 U.S.C. § 5323(f);
- B. FTA regulations, “School Bus Operations,” 49 C.F.R. part 605;
- C. Any other Federal School Bus regulations; or
- D. Federal guidance, except as FTA determines otherwise in writing.

If Contractor violates this School Bus Agreement, FTA may:

- A. Bar the Contractor from receiving Federal assistance for public transportation; or
- B. Require the contractor to take such remedial measures as FTA considers appropriate.

When operating exclusive school bus service under an allowable exemption, the contractor may not use federally funded equipment, vehicles, or facilities.

The Contractor should include the substance of this clause in each subcontract or purchase under this contract that may operate public transportation services.

23. Charter Service

The contractor agrees to comply with 49 U.S.C. 5323(d), 5323(r), and 49 C.F.R. part 604, which provides that Recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except as permitted under:

- A. Federal transit laws, specifically 49 U.S.C. § 5323(d);
- B. FTA regulations, “Charter Service,” 49 C.F.R. part 604;
- C. Any other federal Charter Service regulations; or
- D. Federal guidance, except as FTA determines otherwise in writing.

The contractor agrees that if it engages in a pattern of violations of FTA’s Charter Service regulations, FTA may require corrective measures or impose remedies on it. These corrective measures and remedies may include:

- A. Barring it or any subcontractor operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA;
- B. Withholding an amount of federal assistance as provided by Appendix D to part 604 of FTA’s Charter Service regulations; or
- C. Any other appropriate remedy that may apply.

The contractor should also include the substance of this clause in each subcontract that may involve operating public transit services.

24. Substance Abuse Requirements


The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. part 655, produce any documentation necessary to establish its compliance with part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency, or Agency, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. part 655 and review the testing process. The Contractor agrees further to certify annually its compliance with part 655 and to submit the Management Information System (MIS) reports to the Agency.

The remainder of this page is intentionally left blank.

City of Casper, Wyoming
Signature Page

Dated this _____ day of _____, 2025.

APPROVED AS TO FORM:



ATTEST

CITY OF CASPER, WYOMING

Amanda Ainsworth
City Clerk

Ray Pacheco
Mayor

City of Mills, Wyoming
Signature Page

Dated this _____ day of _____, 2025.

APPROVED AS TO FORM

ATTEST

CITY OF MILLS, WYOMING

Sarah Osborn
Town Clerk

Leah Juarez
Mayor

EXHIBIT A

Transit Billing Forecast FY26
City of Mills

4/17/2025

Month	#days	Hours	Cost per service hour (fuel, maint., personnel)	Total	Black Cat grant 56% of total	Balance owed Casper
		8.3				
July - 2025	22.64	187.912	44.77	\$ 8,411.90	\$ 4,710.66	\$ 3,701.24
August - 2025	21	174.3	44.77	\$ 7,802.56	\$ 4,369.43	\$ 3,433.12
September - 2025	21	174.3	44.77	\$ 7,802.56	\$ 4,369.43	\$ 3,433.12
October - 2025	22.64	187.912	44.77	\$ 8,411.90	\$ 4,710.66	\$ 3,701.24
November - 2025	17.64	146.412	44.77	\$ 6,554.15	\$ 3,670.32	\$ 2,883.82
December - 2025	21.64	179.612	44.77	\$ 8,040.35	\$ 4,502.59	\$ 3,537.75
January - 2026	20.64	171.312	44.77	\$ 7,668.80	\$ 4,294.53	\$ 3,374.27
February - 2026	19.64	163.012	44.77	\$ 7,297.25	\$ 4,086.46	\$ 3,210.79
March - 2026	22	182.6	44.77	\$ 8,174.11	\$ 4,577.50	\$ 3,596.61
April - 2026	22	182.6	44.77	\$ 8,174.11	\$ 4,577.50	\$ 3,596.61
May - 2026	20.64	171.312	44.77	\$ 7,668.80	\$ 4,294.53	\$ 3,374.27
June - 2026	22	182.6	44.77	\$ 8,174.11	\$ 4,577.50	\$ 3,596.61
				\$ 94,180.56	\$ 52,741.12	\$ 41,439.45

RENEWAL OF LIQUOR LICENSE OR PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY

Customer #: U6930

Trf from:

Reviewer:

Initials

Date

Agent:

Mgr:

Item # 18.

To be completed by City / Town / County Clerk

Local License #:

License

Fees

Annual Fee:

\$ 100.00

Prorated Fee:

\$

Transfer Fee:

\$

Publishing Fee:

\$ 30.00

Date filed with clerk:

7/8/25

Advertising Dates: (2 Consecutive Weeks Prior to Hearing)

8/12/25 & 8/19/25

Public Hearing Date:

8/26/25

Publishing Fee Direct Billed to Applicant: ☐

License Term:

10/15/2025

Through

10/14/2026

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

Applicant (Business Name): BACKWARDS DISTILLING COMPANY LLCDoing Business As (DBA) / Trade Name: BACKWARDS DISTILLING COMPANY SATELLITE MILLSBuilding to be licensed / Building Address: 158 PROGRESS CIRMILLS, WY 82644 NATRONALocal Mailing Address: PO BOX 3067MILLS, WY 82644Local Business Telephone Number: (307) 472-1275

Fax Number:

(307) 472-1719Business E-Mail Address: bill@backwardsdistilling.com

Business Primary Contact:

First Name

Last Name

FILING IN:	<u>CITY OF MILLS</u>	FILING AS:	<u>LIMITED LIABILITY COMPANY (LLC)</u>
TYPE OF LICENSE OR PERMIT: <u>SATELLITE MANUFACTURER PERMIT</u>			
RETAIL LIQUOR LICENSE HOLDERS ONLY: PRIMARY BUSINESS TYPE (CHOOSE ONLY ONE)			
<input type="checkbox"/> ON-PREMISE BAR <input type="checkbox"/> OFF-PREMISE PACKAGE STORE <input type="checkbox"/> ON & OFF PREMISE BAR & PACKAGE STORE			
SPECIAL STATUTORY DESIGNATIONS (NONE IF BLANK)			
OPERATIONAL STATUS (To Assist the Liquor Division with scheduling inspections (W.S. 12-1-101(a)(xxi) / 12-2-301(c) / 12-4-103(a)(iv)))			
<input checked="" type="checkbox"/> FULL TIME		MONTHS OF OPERATION from _____ to _____ <input checked="" type="checkbox"/> All Year (Jan-Dec)	
<input type="checkbox"/> SEASONAL		DAYS OF WEEK OF OPERATION: from _____ to _____ <input checked="" type="checkbox"/> Every Day (Mon-Sun)	
<input type="checkbox"/> NON-OPERATIONAL / PARKED		HOURS OF OPERATION <u>MON-SAT 6am to 2am</u> <input type="checkbox"/> 24 Hours a Day <u>SUN from 9am to 12 MIDNIGHT</u>	

ALL APPLICANTS MUST COMPLETE QUESTIONS 1-3**1. BUILDING OWNERSHIP: W.S. 12-4-103(a)(iii)**

Does the Applicant own or lease the licensed building?

(a) The Applicant **OWNS** the licensed building.☐ YES (own)(b) The Applicant **LEASES** the licensed building.☒ YES (lease)

(c) The Lease is current and on file with the licensing authority and Liquor Division.

☒ YES ☐ NO

If the building is leased and the lease is not current, please submit a copy of the lease and indicate:

(i) Lease term expiration date; located on page 3 paragraph 4 EXTENDED PER ADDENDUM PARAGRAPH 3**Note:** The lease term **MUST** continue at least through the term of the liquor license or permit(ii) Sales provision for alcoholic or malt beverages: located, on page 3 paragraph 2**Note:** The lease **MUST** contain a provision for **SALE OF ALCOHOLIC or MALT BEVERAGES**.

ALL APPLICANTS MUST COMPLETE QUESTIONS 2 and 3**2. LIQUOR BUSINESS CONTROL: W.S. 12-4-601(b)**

- (a) To operate the liquor business, has the business or license/permit been assigned, leased, transferred or contracted with any other person (entity) to operate and assert total or partial control of the license or permit or the licensed building? ☐ YES ☒ NO

(b) If the answer was YES to 2(a) above, explain fully and submit any documents in connection there within.

3. INTEREST IN LICENSE OR PERMIT: W.S. 12-5-401, 12-5-402, 12-5-403

Does any alcohol manufacturer, brewer, rectifier, wholesaler, or through a subsidiary affiliate, officer, director or member of any such firm:

- (a) Hold any interest in the license/permit applied for? ☐ YES ☒ NO
- (b) Furnish by way of loan or any other money or financial assistance for purposes hereof in the 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 the answer was YES to any of the above, explain fully and submit any documents in connection there within.

4. RETAIL LIQUOR LICENSE-COUNTY LOCATIONS ONLY: W.S. 12-4-201(f)(ii)

Is the licensed building within five (5) miles of an incorporated town or city? ☐ YES ☐ NO

5. RETAIL LIQUOR LICENSE-COMMERCIAL SERVICE AIRPORTS ONLY: W.S. 12-4-201(m)

- (a) Will food and beverage services be contracted or subcontracted? ☐ YES ☐ NO
1. If YES to (a), is a copy of the current food and beverage contract on file with the licensing authority and Liquor Division? ☐ YES ☐ NO
2. If NO to (a) (1.), please attach a copy of the current contract.

6. RESTAURANT LIQUOR LICENSE ONLY: W.S. 12-4-407(a) / W.S. 12-4-408

- (a) Gross sales figures and percentages of income derived from: (Line 1) Liquor Sales: \$ _____ (_____ %)
- (Line 2) Food Sales: \$ _____ (_____ %)
- (Line 1 + Line 2 must = Line 3) (Line 3) Gross Sales: \$ _____ (_____ %)
- (b) Is a copy of the valid food service permit or the approved permit application attached? ☐ YES ☐ NO

7. BAR AND GRILL LICENSE LIQUOR LICENSE ONLY: W.S. 12-4-413(a) / W.S. 12-4-413(h),(j),(k)

- (a) Gross sales figures and percentages of income derived from: (Line 1) Liquor Sales: \$ _____ (_____ %)
- (Line 2) Food Sales: \$ _____ (_____ %)
- (Line 3) Entertainment Sales: \$ _____ (_____ %)
- (Line 1 + Line 2 + Line 3 must = Line 4) (Line 4) Gross Sales: \$ _____ (_____ %)
- (b) Is a copy of the valid food service permit or the approved permit application attached? ☐ YES ☐ NO

8. MICROBREWERY PERMIT ONLY: PRODUCTION AND WHOLESALE DISTRIBUTION

- (a) Did the microbrewery at this location produce at least 50 barrels (1,550 gallons) but less than 50,000 barrels (1,550,000 gallons) during the previous license term? (W.S. 12-1-101(a)(xix)) ☐ YES ☐ NO
- (b) Are microbrewery products from this location being distributed to other alcohol retailers in Wyoming? (W.S. 12-2-201(a)) ☐ YES ☐ NO
- If YES, a wholesale malt beverage license from the Liquor Division will be required.

9. RESORT LIQUOR LICENSE: W.S. 12-4-401 through W.S. 12-4-403(b)

Does the resort complex:

- (a) Have an actual valuation of at least one million dollars, or have committed or expended at least one million dollars (\$1,000,000.00) on the complex, excluding the value of the land? W.S. 12-4-401(b)(i) ☐ YES ☐ NO
- (b) Include a restaurant and a convention facility; a convention facility that will seat at least one hundred (100) persons? W.S. 12-4-401(b)(ii) ☐ YES ☐ NO
- (c) Include motel, hotel or privately owned condominium, town house or home accommodations approved for short term occupancy with at least one hundred (100) sleeping rooms? W.S. 12-4-401(b)(iii) ☐ YES ☐ NO
- (d) If no on question (c), have a ski resort facility open to the general public in which has been committed or expended not less than 10 million dollars (\$10,000,000.00)? W.S. 12-4-401(b)(iv) ☐ YES ☐ NO
- (e) Will food and beverage services be contracted or subcontracted? W.S. 12-4-403(b) ☐ YES ☐ NO
1. If YES to (e), is a copy of the current food and beverage contract on file with the licensing authority and Liquor Division? ☐ YES ☐ NO
2. If NO to (e) (1.), please attach a copy of the current contract

10. LIMITED RETAIL (CLUB) LIQUOR LICENSE: FRATERNAL CLUBS W.S. 12-1-101(a)(iii)(B)

- (a) Has the fraternal organization been actively operating in at least thirty-six (36) states? ☐ YES ☐ NO
- (b) Has the fraternal organization been actively in existence for at least twenty (20) years? ☐ YES ☐ NO

11. LIMITED RETAIL (CLUB) LIQUOR LICENSE: VETERANS CLUBS W.S. 12-1-101(a)(iii)(A)

- (a) Does the Veteran's organization hold a charter by the Congress of the United States? ☐ YES ☐ NO
- (b) Is the membership of the Veteran's organization comprised only of Veterans and its Duly organized auxiliary? ☐ YES ☐ NO

12. LIMITED RETAIL (CLUB) LIQUOR LICENSE: GOLF CLUBS W.S. 12-1-101(a)(iii)(D) / W.S. 12-4-301(e)

- (a) Does the golf club have more than fifty (50) bona fide members? ☐ YES ☐ NO
- (b) Does the Applicant, maintain, or operate a bona fide golf course together with a clubhouse? ☐ YES ☐ NO
- (c) Is the Applicant a Political Subdivision of the state that owns, maintains, or operates this golf course? ☐ YES ☐ NO
1. Will food and beverage services be contracted or subcontracted? W.S. 12-4-301(e) ☐ YES ☐ NO
2. If YES to (c) (1), is a copy of the current food and beverage contract on file with the licensing authority and Liquor Division? ☐ YES ☐ NO
3. If NO to (c) (1.), please attach a copy of the current contract.

13. LIMITED RETAIL (CLUB) LIQUOR LICENSE: SOCIAL CLUBS W.S. 12-1-101(a)(iii)(E) / W.S. 12-4-301(b)

- (a) Does the club 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 social 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) Is a true copy of the club bylaws on file with the licensing authority and Liquor Division? ☐ YES ☐ NO
1. If NO to (g), please attach a current copy the club bylaws.
- (h) Is a detailed statement with itemized expenditures of the club's activities during the last year attached? ☐ YES ☐ NO

14. If the Applicant is Filing As an Individual, Partnership, Political Subdivision, Organization or Other W.S. 12-4-102(a) (ii) & (iii)

Each individual, partner or club officer must complete all of the information below.
(If more information is required, list on a separate piece of paper and attach to this application.)

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip DO NOT LIST PO BOXES	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 within the previous 10 years of:	
					a Felony Violation Relating to Alcoholic Liquor or Malt Beverages?	any Violation Relating to Alcoholic Liquor or Malt Beverages?
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

15. If the Applicant is Filing As a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership W.S. 12-4-102(a)(iv) & (v)

Each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock or ownership of the corporation, limited liability company, limited liability partnership, or limited partnership.

Each Officer, Director or LLC member must complete all of the information below.
(If more information is required, list on a separate piece of paper and attach to this application)

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip <i>DO NOT LIST PO BOXES</i>	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock or Ownership Held	Have you been convicted within the previous 10 years of:	
						a Felony Violation Relating to Alcoholic Liquor or Malt Beverages?	any Violation Relating to Alcoholic Liquor or Malt Beverages?
WILLIAM POLLOCK				12 1/2	25	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
KATHY POLLOCK				12 1/2	25	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
AMBER POLLOCK				12 1/2	25	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
CHAD POLLOCK				12 1/2	25	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>

REQUIRED ATTACHMENTS

- ☐ A copy of any lease agreements. W.S. 12-4-103(a)(iii)
- ☐ Bar & Grill or Restaurant liquor license Applicants, attach a copy of the current Food Service Permit or the approved permit application for the Applicant and for the licensed building location. 12-4-413(a) / W.S. 12-4-407(a)
- ☐ If food and beverage services will be contracted or subcontracted attach a copy of the contract or lease agreement W.S. 12-4-201(m) / W.S. 12-4-301(e) / W.S. 12-4-403(b)

OATH OR VERIFICATION

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

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

STATE OF WYOMING)
) SS.
COUNTY OF Natrona)

Signed and sworn to before me on this 30 day of June, 2025 that the facts alleged in the foregoing instrument are true by the following:

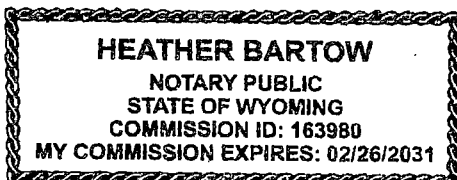
1) <u>William Pollock</u> (Signature)	<u>William Pollock</u> (Printed Name)	<u>MEMBER / OWNER</u> Title
2) _____ (Signature)	_____ (Printed Name)	_____ Title
3) _____ (Signature)	_____ (Printed Name)	_____ Title
4) _____ (Signature)	_____ (Printed Name)	_____ Title
5) _____ (Signature)	_____ (Printed Name)	_____ Title

Witness my hand and official seal:

Heather Bartow
Signature of Notary Public

(SEAL)

My commission expires: 2/26/31



RENEWAL OF LIQUOR LICENSE OR PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY			
Customer #:	B435	Item # 18.	
Trf from:			
Reviewer:	Initials	Date	
Agent:		/	/
Mgr:		/	/

To be completed by City / Town / County Clerk Local License #: _____

License Fees Annual Fee: \$ 1500. Date filed with clerk: 7/17/25

Prorated Fee: \$ _____ Advertising Dates: (2 Consecutive Weeks Prior to Hearing) 8/12/25 & 8/19/25

Transfer Fee: \$ _____ Publishing Fee: \$ 30.00 Public Hearing Date: 8/26/25

Publishing Fee Direct Billed to Applicant: ☐

License Term: 10/15/2025 Through 10/14/2026

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

Applicant (Business Name): BAYOU LIQUORS INC

Doing Business As (DBA) / Trade Name: BAYOU LIQUORS

Building to be licensed / Building Address: 301 PLATTE
MILLS, WY 82644 NATRONA

Local Mailing Address: PO BOX 673
MILLS, WY 82644

Local Business Telephone Number: (307) 266-1876 Fax Number: _____

Business E-Mail Address: bayouliquors@gmail.com

Business Primary Contact: _____
First Name Last Name

FILING IN:	<u>CITY OF MILLS</u>	FILING AS:	<u>CORPORATION (INC)</u>
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TYPE OF LICENSE OR PERMIT: RETAIL LIQUOR LICENSE

RETAIL LIQUOR LICENSE HOLDERS ONLY: PRIMARY BUSINESS TYPE (CHOOSE ONLY ONE)

☒ ON-PREMISE BAR | ☐ OFF-PREMISE PACKAGE STORE | ☐ ON & OFF PREMISE BAR & PACKAGE STORE

SPECIAL STATUTORY DESIGNATIONS (NONE IF BLANK)

OPERATIONAL STATUS (To Assist the Liquor Division with scheduling inspections (W.S. 12-1-101(a)(xxi) / 12-2-301(c) / 12-4-103(a)(iv)))

☒ FULL TIME MONTHS OF OPERATION from _____ to _____ ☒ All Year (Jan-Dec)

☐ SEASONAL DAYS OF WEEK OF OPERATION: from _____ to _____ ☒ Every Day (Mon-Sun)

☐ NON-OPERATIONAL / PARKED HOURS OF OPERATION from 7am to 2:30am ☐ 24 Hours a Day

ALL APPLICANTS MUST COMPLETE QUESTIONS 1- 3

1. BUILDING OWNERSHIP: W.S. 12-4-103(a)(iii)

Does the Applicant own or lease the licensed building?

- (a) The Applicant **OWNS** the licensed building. ☒ YES (own)
- (b) The Applicant **LEASES** the licensed building. ☐ YES (lease)
- (c) The Lease is current and on file with the licensing authority and Liquor Division. ☐ YES ☐ NO

If the building is leased and the lease is not current, please submit a copy of the lease and indicate:

- (i) Lease term expiration date; located on page _____ paragraph _____.

Note: The lease term **MUST** continue at least through the term of the liquor license or permit

- (ii) **Sales** provision for alcoholic or malt beverages; located, on page _____ paragraph _____.

Note: The lease **MUST** contain a provision for **SALE OF ALCOHOLIC or MALT BEVERAGES**.

ALL APPLICANTS MUST COMPLETE QUESTIONS 2 and 3

2. LIQUOR BUSINESS CONTROL: W.S. 12-4-601(b)

Item # 18.

- (a) To operate the liquor business, has the business or license/permit been assigned, leased, transferred or contracted with any other person (entity) to operate and assert total or partial control of the license or permit or the licensed building? ☐ YES ☒ NO

(b) If the answer was YES to 2(a) above, explain fully and submit any documents in connection there within.

3. INTEREST IN LICENSE OR PERMIT: W.S. 12-5-401, 12-5-402, 12-5-403

Does any alcohol manufacturer, brewer, rectifier, wholesaler, or through a subsidiary affiliate, officer, director or member of any such firm:

- (a) Hold any interest in the license/permit applied for? ☐ YES ☒ NO
- (b) Furnish by way of loan or any other money or financial assistance for purposes hereof in the 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 the answer was YES to any of the above, explain fully and submit any documents in connection there within.

4. RETAIL LIQUOR LICENSE-COUNTY LOCATIONS ONLY: W.S. 12-4-201(f)(ii)

Is the licensed building within five (5) miles of an incorporated town or city? ☒ YES ☐ NO

5. RETAIL LIQUOR LICENSE-COMMERCIAL SERVICE AIRPORTS ONLY: W.S. 12-4-201(m)

- (a) Will food and beverage services be contracted or subcontracted? ☐ YES ☐ NO
1. If YES to (a), is a copy of the current food and beverage contract on file with the licensing authority and Liquor Division? ☐ YES ☐ NO
2. If NO to (a) (1.), please attach a copy of the current contract.

6. RESTAURANT LIQUOR LICENSE ONLY: W.S. 12-4-407(a) / W.S. 12-4-408

- (a) Gross sales figures and percentages of income derived from: (Line 1) Liquor Sales: \$ _____ (_____ %)
- (Line 2) Food Sales: \$ _____ (_____ %)
- (Line 1 + Line 2 must = Line 3) (Line 3) Gross Sales: \$ _____ (_____ %)
- (b) Is a copy of the valid food service permit or the approved permit application attached? ☐ YES ☐ NO

7. BAR AND GRILL LICENSE LIQUOR LICENSE ONLY: W.S. 12-4-413(a) / W.S. 12-4-413(h),(j),(k)

- (a) Gross sales figures and percentages of income derived from: (Line 1) Liquor Sales: \$634,990.49 (73 %)
- (Line 2) Food Sales: \$234,859.50 (27 %)
- (Line 3) Entertainment Sales: \$ _____ (_____ %)
- (Line 1 + Line 2 + Line 3 must = Line 4) (Line 4) Gross Sales: \$869,850.00 (100 %)
- (b) Is a copy of the valid food service permit or the approved permit application attached? ☒ YES ☐ NO

8. MICROBREWERY PERMIT ONLY: PRODUCTION AND WHOLESALE DISTRIBUTION

- (a) Did the microbrewery at this location produce at least 50 barrels (1,550 gallons) but less than 50,000 barrels (1,550,000 gallons) during the previous license term? ☐ YES ☐ NO
(W.S. 12-1-101(a)(xix))
- (b) Are microbrewery products from this location being distributed to other alcohol retailers in Wyoming? (W.S. 12-2-201(a)) ☐ YES ☐ NO
- If YES, a wholesale malt beverage license from the Liquor Division will be required.

9. RESORT LIQUOR LICENSE: W.S. 12-4-401 through W.S. 12-4-403(b)

Does the resort complex:

- (a) Have an actual valuation of at least one million dollars, or have committed or expended at least one million dollars (\$1,000,000.00) on the complex, excluding the value of the land? W.S. 12-4-401(b)(i) ☐ YES ☐ NO
- (b) Include a restaurant and a convention facility; a convention facility that will seat at least one hundred (100) persons? W.S. 12-4-401(b)(ii) ☐ YES ☐ NO
- (c) Include motel, hotel or privately owned condominium, town house or home accommodations approved for short term occupancy with at least one hundred (100) sleeping rooms? W.S. 12-4-401(b)(iii) ☐ YES ☐ NO
- (d) If no on question (c), have a ski resort facility open to the general public in which has been committed or expended not less than 10 million dollars (\$10,000,000.00)? W.S. 12-4-401(b)(iv) ☐ YES ☐ NO
- (e) Will food and beverage services be contracted or subcontracted? W.S. 12-4-403(b) ☐ YES ☐ NO
1. If YES to (e), is a copy of the current food and beverage contract on file with the licensing authority and Liquor Division? ☐ YES ☐ NO
2. If NO to (e) (1.), please attach a copy of the current contract.

10. LIMITED RETAIL (CLUB) LIQUOR LICENSE: FRATERNAL CLUBS W.S. 12-1-101(a)(iii)(B)

- (a) Has the fraternal organization been actively operating in at least thirty-six (36) states? ☐ YES ☐ NO
- (b) Has the fraternal organization been actively in existence for at least twenty (20) years? ☐ YES ☐ NO

11. LIMITED RETAIL (CLUB) LIQUOR LICENSE: VETERANS CLUBS W.S. 12-1-101(a)(iii)(A)

- (a) Does the Veteran's organization hold a charter by the Congress of the United States? ☐ YES ☐ NO
- (b) Is the membership of the Veteran's organization comprised only of Veterans and its Duly organized auxiliary? ☐ YES ☐ NO

12. LIMITED RETAIL (CLUB) LIQUOR LICENSE: GOLF CLUBS W.S. 12-1-101(a)(iii)(D) / W.S. 12-4-301(e)

- (a) Does the golf club have more than fifty (50) bona fide members? ☐ YES ☐ NO
- (b) Does the Applicant, maintain, or operate a bona fide golf course together with a clubhouse? ☐ YES ☐ NO
- (c) Is the Applicant a Political Subdivision of the state that owns, maintains, or operates this golf course? ☐ YES ☐ NO
1. Will food and beverage services be contracted or subcontracted? W.S. 12-4-301(e) ☐ YES ☐ NO
2. If YES to (c) (1), is a copy of the current food and beverage contract on file with the licensing authority and Liquor Division? ☐ YES ☐ NO
3. If NO to (c) (1.), please attach a copy of the current contract.

13. LIMITED RETAIL (CLUB) LIQUOR LICENSE: SOCIAL CLUBS W.S. 12-1-101(a)(iii)(E) / W.S. 12-4-301(b)

- (a) Does the club 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 social 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) Is a true copy of the club bylaws on file with the licensing authority and Liquor Division? ☐ YES ☐ NO
1. If NO to (g), please attach a current copy the club bylaws.
- (h) Is a detailed statement with itemized expenditures of the club's activities during the last year attached? ☐ YES ☐ NO

14. If the Applicant is Filing As an Individual, Partnership, Political Subdivision, Organization or Other W.S. 12-4-102(a) (ii) & (iii)

Each individual, partner or club officer must complete all of the information below.
(If more information is required, list on a separate piece of paper and attach to this application.)

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip <i>DO NOT LIST PO BOXES</i>	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?	Have you been convicted within the previous 10 years of:	
					a Felony Violation Relating to Alcoholic Liquor or Malt Beverages?	any Violation Relating to Alcoholic Liquor or Malt Beverages?
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

15. If the Applicant is Filing As a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership W.S. 12-4-102(a)(iv) & (v)

Each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock or ownership of the corporation, limited liability company, limited liability partnership, or limited partnership.

Item # 18.

Each Officer, Director or LLC member must complete all of the information below.
(If more information is required, list on a separate piece of paper and attach to this application)

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip <i>DO NOT LIST PO BOXES</i>	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock or Ownership Held	Have you been convicted within the previous 10 years of:	
						a Felony Violation Relating to Alcoholic Liquor or Malt Beverages?	any Violation Relating to Alcoholic Liquor or Malt Beverages?
Joshua Carson				8	100%	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

REQUIRED ATTACHMENTS

- ☐ A copy of any lease agreements. W.S. 12-4-103(a)(iii)
- ☐ Bar & Grill or Restaurant liquor license Applicants, attach a copy of the current Food Service Permit or the approved permit application for the Applicant and for the licensed building location. 12-4-413(a) / W.S. 12-4-407(a)
- ☐ If food and beverage services will be contracted or subcontracted attach a copy of the contract or lease agreement W.S. 12-4-201(m) / W.S. 12-4-301(e) / W.S. 12-4-403(b)

OATH OR VERIFICATION

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

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

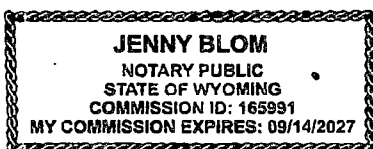
STATE OF WYOMING)
) SS.
COUNTY OF Wyoming)

Signed and sworn to before me on this 17 day of July, 2025 that the facts alleged in the foregoing instrument are true by the following:

1) <u>[Signature]</u> (Signature)	<u>Josh Carson</u> (Printed Name)	<u>CEO</u> Title
2) _____ (Signature)	_____ (Printed Name)	_____ Title
3) _____ (Signature)	_____ (Printed Name)	_____ Title
4) _____ (Signature)	_____ (Printed Name)	_____ Title
5) _____ (Signature)	_____ (Printed Name)	_____ Title

Witness my hand and official seal:

(SEAL) My commission expires: 9/14/2027
Signature of Notary Public Jenny Blom



15. If the Applicant is Filing As a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership W.S. 12-4-102(a)(iv) & (v)

Each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock or ownership of the corporation, limited liability company, limited liability partnership, or limited partnership.

Each Officer, Director or LLC member must complete all of the information below.
(If more information is required, list on a separate piece of paper and attach to this application)

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip <i>DO NOT LIST PO BOXES</i>	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock or Ownership Held	Have you been convicted within the previous 10 years of:	
						a Felony Violation Relating to Alcoholic Liquor or Malt Beverages?	any Violation Relating to Alcoholic Liquor or Malt Beverages?
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

REQUIRED ATTACHMENTS

- ☐ A copy of any lease agreements. W.S. 12-4-103(a)(iii)
- ☐ Bar & Grill or Restaurant liquor license Applicants, attach a copy of the current Food Service Permit or the approved permit application for the Applicant and for the licensed building location. 12-4-413(a) / W.S. 12-4-407(a)
- ☐ If food and beverage services will be contracted or subcontracted attach a copy of the contract or lease agreement W.S. 12-4-201(m) / W.S. 12-4-301(e) / W.S. 12-4-403(b)

OATH OR VERIFICATION

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

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

STATE OF WYOMING)

COUNTY OF Natrona)

SS.

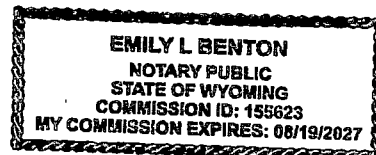
Signed and sworn to before me on this 23 day of July, 2025 that the facts alleged in the foregoing instrument are true by the following:

1) <u>[Signature]</u> (Signature)	<u>Janette A Cuddy</u> (Printed Name)	<u>Partner</u> Title
2) <u>[Signature]</u> (Signature)	<u>Bradley A. Cuddy</u> (Printed Name)	<u>Partner</u> Title
3) _____ (Signature)	_____ (Printed Name)	_____ Title
4) _____ (Signature)	_____ (Printed Name)	_____ Title
5) _____ (Signature)	_____ (Printed Name)	_____ Title

Witness my hand and official seal:

(SEAL)

My commission expires: August 19, 2027



RENEWAL OF LIQUOR LICENSE OR PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY			
Customer #:	B1300		Item # 18.
Trf from:			
Reviewer:	Initials	Date	
Agent:		/	/
Mgr:		/	/

To be completed by City / Town / County Clerk		Local License #:
License Fees	Annual Fee: \$ <u>1,500.00</u>	Date filed with clerk: <u>7/23/25</u>
	Prorated Fee: \$ _____	Advertising Dates: (2 Consecutive Weeks Prior to Hearing)
	Transfer Fee: \$ _____	<u>8/12/25</u> & <u>8/19/25</u>
	Publishing Fee: \$ <u>30.00</u>	Public Hearing Date: <u>8/26/25</u>
Publishing Fee Direct Billed to Applicant: <input type="checkbox"/>		
License Term:	<u>10/15/2025</u>	Through <u>10/14/2026</u>
LICENSING AUTHORITY: Begin publishing promptly. As W.S. 12-4-104(d) specifies: NO LICENSING AUTHORITY SHALL APPROVE OR DENY THE APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.		

Applicant (Business Name):	<u>CUNDYBIZ LLP</u>		
Doing Business As (DBA) / Trade Name:	<u>UNCORKED FINE WINE AND SPIRITS</u>		
Building to be licensed / Building Address:	<u>5700 POISON SPIDER RD</u>		
	<u>MILLS, WY 82644 NATRONA</u>		
Local Mailing Address:	<u>PO BOX 2590</u>		
	<u>MILLS, WY 82644</u>		
Local Business Telephone Number:	<u>(307) 473-8912</u>	Fax Number:	<u>(307) 472-1706</u>
Business E-Mail Address:	<u>spa@cundy.biz</u>		
Business Primary Contact:	<u>Dawn</u> First Name	<u>Hogue</u> Last Name	

FILING IN:	<u>CITY OF MILLS</u>	FILING AS:	<u>LIMITED LIABILITY PARTNERSHIP (LLP)</u>
TYPE OF LICENSE OR PERMIT: <u>RETAIL LIQUOR LICENSE</u>			
RETAIL LIQUOR LICENSE HOLDERS ONLY: PRIMARY BUSINESS TYPE (CHOOSE ONLY ONE)			
<input checked="" type="checkbox"/> ON-PREMISE BAR <input type="checkbox"/> OFF-PREMISE PACKAGE STORE <input type="checkbox"/> ON & OFF PREMISE BAR & PACKAGE STORE			
SPECIAL STATUTORY DESIGNATIONS (NONE IF BLANK)			
OPERATIONAL STATUS (To Assist the Liquor Division with scheduling inspections (W.S. 12-1-101(a)(xxi) / 12-2-301(c) / 12-4-103(a)(iv)))			
<input checked="" type="checkbox"/> FULL TIME <input type="checkbox"/> SEASONAL <input type="checkbox"/> NON-OPERATIONAL / PARKED		MONTHS OF OPERATION from _____ to _____ <input checked="" type="checkbox"/> All Year (Jan-Dec) DAYS OF WEEK OF OPERATION: from _____ to _____ <input checked="" type="checkbox"/> Every Day (Mon-Sun) HOURS OF OPERATION from <u>8am</u> to <u>10pm</u> <input type="checkbox"/> 24 Hours a Day	

ALL APPLICANTS MUST COMPLETE QUESTIONS 1- 3

1. BUILDING OWNERSHIP: W.S. 12-4-103(a)(iii)

Does the Applicant own or lease the licensed building?

- (a) The Applicant **OWNS** the licensed building. ☒ YES (own)
- (b) The Applicant **LEASES** the licensed building. ☐ YES (lease)
- (c) The Lease is current and on file with the licensing authority and Liquor Division. ☐ YES ☐ NO

If the building is leased and the lease is not current, please submit a copy of the lease and indicate:

- (i) Lease term expiration date; located on page _____ paragraph _____.

Note: The lease term **MUST** continue at least through the term of the liquor license or permit

- (ii) **Sales** provision for alcoholic or malt beverages: located, on page _____ paragraph _____.

Note: The lease must contain a provision for **SALE OF ALCOHOLIC or MALT BEVERAGES.**

ALL APPLICANTS MUST COMPLETE QUESTIONS 2 and 3

Item # 18.

2. LIQUOR BUSINESS CONTROL: W.S. 12-4-601(b)

- (a) To operate the liquor business, has the business or license/permit been assigned, leased, transferred or contracted with any other person (entity) to operate and assert total or partial control of the license or permit or the licensed building? ☐ YES ☒ NO

(b) If the answer was YES to 2(a) above, explain fully and submit any documents in connection there within.

3. INTEREST IN LICENSE OR PERMIT: W.S. 12-5-401, 12-5-402, 12-5-403

Does any alcohol manufacturer, brewer, rectifier, wholesaler, or through a subsidiary affiliate, officer, director or member of any such firm:

- (a) Hold any interest in the license/permit applied for? ☐ YES ☒ NO
- (b) Furnish by way of loan or any other money or financial assistance for purposes hereof in the 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 the answer was YES to any of the above, explain fully and submit any documents in connection there within.

4. RETAIL LIQUOR LICENSE-COUNTY LOCATIONS ONLY: W.S. 12-4-201(f)(ii)

Is the licensed building within five (5) miles of an incorporated town or city? ☒ YES ☐ NO

5. RETAIL LIQUOR LICENSE-COMMERCIAL SERVICE AIRPORTS ONLY: W.S. 12-4-201(m)

- (a) Will food and beverage services be contracted or subcontracted? ☒ YES ☐ NO
1. If YES to (a), is a copy of the current food and beverage contract on file with the licensing authority and Liquor Division? ☒ YES ☐ NO
2. If NO to (a) (1.), please attach a copy of the current contract.

6. RESTAURANT LIQUOR LICENSE ONLY: W.S. 12-4-407(a) / W.S. 12-4-408

- (a) Gross sales figures and percentages of income derived from: (Line 1) Liquor Sales: \$ _____ (_____ %)
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- (Line 1 + Line 2 must = Line 3) (Line 3) Gross Sales: \$ _____ (_____ %)
- (b) Is a copy of the valid food service permit or the approved permit application attached? ☐ YES ☐ NO

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- (a) Gross sales figures and percentages of income derived from: (Line 1) Liquor Sales: \$ _____ (_____ %)
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- (Line 3) Entertainment Sales: \$ _____ (_____ %)
- (Line 1 + Line 2 + Line 3 must = Line 4) (Line 4) Gross Sales: \$ _____ (_____ %)
- (b) Is a copy of the valid food service permit or the approved permit application attached? ☐ YES ☐ NO

8. MICROBREWERY PERMIT ONLY: PRODUCTION AND WHOLESALE DISTRIBUTION

- (a) Did the microbrewery at this location produce at least 50 barrels (1,550 gallons) but less than 50,000 barrels (1,550,000 gallons) during the previous license term? ☐ YES ☐ NO
(W.S. 12-1-101(a)(ix))
- (b) Are microbrewery products from this location being distributed to other alcohol retailers in Wyoming? (W.S. 12-2-201(a)) ☐ YES ☐ NO
- If YES, a wholesale malt beverage license from the Liquor Division will be required.

9. RESORT LIQUOR LICENSE: W.S. 12-4-401 through W.S. 12-4-403(b)

Does the resort complex:

- (a) Have an actual valuation of at least one million dollars, or have committed or expended at least one million dollars (\$1,000,000.00) on the complex, excluding the value of the land? W.S. 12-4-401(b)(i) ☐ YES ☐ NO
- (b) Include a restaurant and a convention facility; a convention facility that will seat at least one hundred (100) persons? W.S. 12-4-401(b)(ii) ☐ YES ☐ NO
- (c) Include motel, hotel or privately owned condominium, town house or home accommodations approved for short term occupancy with at least one hundred (100) sleeping rooms? W.S. 12-4-401(b)(iii) ☐ YES ☐ NO
- (d) If no on question (c), have a ski resort facility open to the general public in which has been committed or expended not less than 10 million dollars (\$10,000,000.00)? W.S. 12-4-401(b)(iv) ☐ YES ☐ NO
- (e) Will food and beverage services be contracted or subcontracted? W.S. 12-4-403(b) ☐ YES ☐ NO
1. If YES to (e), is a copy of the current food and beverage contract on file with the licensing authority and Liquor Division? ☐ YES ☐ NO
2. If NO to (e) (1.), please attach a copy of the current contract.

10. LIMITED RETAIL (CLUB) LIQUOR LICENSE: FRATERNAL CLUBS W.S. 12-1-101(a)(iii)(B)

- (a) Has the fraternal organization been actively operating in at least thirty-six (36) states? ☐ YES ☐ NO
- (b) Has the fraternal organization been actively in existence for at least twenty (20) years? ☐ YES ☐ NO

11. LIMITED RETAIL (CLUB) LIQUOR LICENSE: VETERANS CLUBS W.S. 12-1-101(a)(iii)(A)

- (a) Does the Veteran's organization hold a charter by the Congress of the United States? ☐ YES ☐ NO
- (b) Is the membership of the Veteran's organization comprised only of Veterans and its Duly organized auxiliary? ☐ YES ☐ NO

12. LIMITED RETAIL (CLUB) LIQUOR LICENSE: GOLF CLUBS W.S. 12-1-101(a)(iii)(D) / W.S. 12-4-301(e)

- (a) Does the golf club have more than fifty (50) bona fide members? ☐ YES ☐ NO
- (b) Does the Applicant, maintain, or operate a bona fide golf course together with a clubhouse? ☐ YES ☐ NO
- (c) Is the Applicant a Political Subdivision of the state that owns, maintains, or operates this golf course? ☐ YES ☐ NO
1. Will food and beverage services be contracted or subcontracted? W.S. 12-4-301(e) ☐ YES ☐ NO
2. If YES to (c) (1), is a copy of the current food and beverage contract on file with the licensing authority and Liquor Division? ☐ YES ☐ NO
3. If NO to (c) (1.), please attach a copy of the current contract.

13. LIMITED RETAIL (CLUB) LIQUOR LICENSE: SOCIAL CLUBS W.S. 12-1-101(a)(iii)(E) / W.S. 12-4-301(b)

- (a) Does the club 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 social 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) Is a true copy of the club bylaws on file with the licensing authority and Liquor Division? ☐ YES ☐ NO
1. If NO to (g), please attach a current copy the club bylaws.
- (h) Is a detailed statement with itemized expenditures of the club's activities during the last year attached? ☐ YES ☐ NO

14. If the Applicant is Filing As an Individual, Partnership, Political Subdivision, Organization or Other W.S. 12-4-102(a) (ii) & (iii)

Each individual, partner or club officer must complete all of the information below.
(If more information is required, list on a separate piece of paper and attach to this application.)

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip <i>DO NOT LIST PO BOXES</i>	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?	Have you been convicted within the previous 10 years of:	
					a Felony Violation Relating to Alcoholic Liquor or Malt Beverages?	any Violation Relating to Alcoholic Liquor or Malt Beverages?
Janelle Cundy				YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Bradley Cundy				YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

15. If the Applicant is Filing As a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership W.S. 12-4-102(a)(iv) & (v)

Each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock or ownership of the corporation, limited liability company, limited liability partnership, or limited partnership.

Each Officer, Director or LLC member must complete all of the information below.
(If more information is required, list on a separate piece of paper and attach to this application)

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip <i>DO NOT LIST PO BOXES</i>	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock or Ownership Held	Have you been convicted within the previous 10 years of:	
						a Felony Violation Relating to Alcoholic Liquor or Malt Beverages?	any Violation Relating to Alcoholic Liquor or Malt Beverages?
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

REQUIRED ATTACHMENTS

- ☐ A copy of any lease agreements. W.S. 12-4-103(a)(iii)
- ☐ Bar & Grill or Restaurant liquor license Applicants, attach a copy of the current Food Service Permit or the approved permit application for the Applicant and for the licensed building location. 12-4-413(a) / W.S. 12-4-407(a)
- ☐ If food and beverage services will be contracted or subcontracted attach a copy of the contract or lease agreement W.S. 12-4-201(m) / W.S. 12-4-301(e) / W.S. 12-4-403(b)

OATH OR VERIFICATION

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

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

STATE OF WYOMING)
COUNTY OF Natrona) ss.

Signed and sworn to before me on this 23 day of July, 2025 that the facts alleged in the foregoing instrument are true by the following:

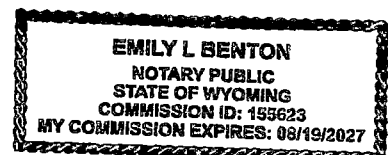
1)	<u>[Signature]</u> (Signature)	<u>Janette A. Cuddy</u> (Printed Name)	<u>Partner</u> Title
2)	<u>[Signature]</u> (Signature)	<u>Brody A. Cuddy</u> (Printed Name)	<u>Partner</u> Title
3)	_____ (Signature)	_____ (Printed Name)	_____ Title
4)	_____ (Signature)	_____ (Printed Name)	_____ Title
5)	_____ (Signature)	_____ (Printed Name)	_____ Title

Witness my hand and official seal:

Emily L. Benton
Signature of Notary Public

(SEAL)

My commission expires: August 19, 2027



RENEWAL OF LIQUOR LICENSE OR PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY

Customer #: B7149

Trf from:

Reviewer: Initials

Date

Agent:

Mgr:

Item # 18.

To be completed by City / Town / County Clerk

Local License #:

License

Fees Annual Fee: \$ 1500.00Date filed with clerk: 7/31/25

Prorated Fee: \$

Advertising Dates: (2 Consecutive Weeks Prior to Hearing)

Transfer Fee: \$

8/12/25 & 8/19/25Publishing Fee: \$ 30.00Public Hearing Date: 8/26/25Publishing Fee Direct Billed to Applicant: ☐

License Term:

10/15/2025

Through

10/14/2026

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

Applicant (Business Name): HINDSITE INVESTMENTSDoing Business As (DBA) / Trade Name: DIESELS BAR & GRILLBuilding to be licensed / Building Address: 525 SW WYOMING BLVDMILLS, WY 82644 NATRONALocal Mailing Address: PO BOX 1541CASPER, WY 82602Local Business Telephone Number: (307) 259-2382

Fax Number:

Business E-Mail Address: kenholloway1207@gmail.com

Business Primary Contact:

Ken Holloway

First Name

Last Name

FILING IN:	<u>CITY OF MILLS</u>	FILING AS:	<u>CORPORATION (INC)</u>
TYPE OF LICENSE OR PERMIT: RETAIL LIQUOR LICENSE			
RETAIL LIQUOR LICENSE HOLDERS ONLY: PRIMARY BUSINESS TYPE (CHOOSE ONLY ONE)			
<input type="checkbox"/> ON-PREMISE BAR <input type="checkbox"/> OFF-PREMISE PACKAGE STORE <input checked="" type="checkbox"/> ON & OFF PREMISE BAR & PACKAGE STORE			
SPECIAL STATUTORY DESIGNATIONS (NONE IF BLANK)			
OPERATIONAL STATUS (To Assist the Liquor Division with scheduling inspections (W.S. 12-1-101(a)(xxi) / 12-2-301(c) / 12-4-103(a)(iv)))			
<input checked="" type="checkbox"/> FULL TIME		MONTHS OF OPERATION from _____ to _____ <input checked="" type="checkbox"/> All Year (Jan-Dec)	
<input type="checkbox"/> SEASONAL		DAYS OF WEEK OF OPERATION: from _____ to _____ <input checked="" type="checkbox"/> Every Day (Mon-Sun)	
<input type="checkbox"/> NON-OPERATIONAL / PARKED		HOURS OF OPERATION from <u>4pm</u> to <u>2am</u> <input type="checkbox"/> 24 Hours a Day	

ALL APPLICANTS MUST COMPLETE QUESTIONS 1- 3**1. BUILDING OWNERSHIP: W.S. 12-4-103(a)(iii)**

Does the Applicant own or lease the licensed building?

(a) The Applicant **OWNS** the licensed building.☒ YES (own)(b) The Applicant **LEASES** the licensed building.☐ YES (lease)

(c) The Lease is current and on file with the licensing authority and Liquor Division.

☐ YES ☐ NO

If the building is leased and the lease is not current, please submit a copy of the lease and indicate:

(i) Lease term expiration date; located on page _____ paragraph _____.

Note: The lease term **MUST** continue at least through the term of the liquor license or permit

(ii) Sales provision for alcoholic or malt beverages: located, on page _____ paragraph _____.

Note: The lease **MUST** contain a provision for **SALE OF ALCOHOLIC or MALT BEVERAGES**.

2. LIQUOR BUSINESS CONTROL: W.S. 12-4-601(b)

- (a) To operate the liquor business, has the business or license/permit been assigned, leased, transferred or contracted with any other person (entity) to operate and assert total or partial control of the license or permit or the licensed building? ☐ YES ☒ NO

(b) If the answer was YES to 2(a) above, explain fully and submit any documents in connection there within.

3. INTEREST IN LICENSE OR PERMIT: W.S. 12-5-401, 12-5-402, 12-5-403

Does any alcohol manufacturer, brewer, rectifier, wholesaler, or through a subsidiary affiliate, officer, director or member of any such firm:

- (a) Hold any interest in the license/permit applied for? ☐ YES ☒ NO
- (b) Furnish by way of loan or any other money or financial assistance for purposes hereof in the 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 the answer was YES to any of the above, explain fully and submit any documents in connection there within.

4. RETAIL LIQUOR LICENSE-COUNTY LOCATIONS ONLY: W.S. 12-4-201(f)(ii)

Is the licensed building within five (5) miles of an incorporated town or city? ☐ YES ☐ NO

5. RETAIL LIQUOR LICENSE-COMMERCIAL SERVICE AIRPORTS ONLY: W.S. 12-4-201(m)

- (a) Will food and beverage services be contracted or subcontracted? ☐ YES ☐ NO
1. If YES to (a), is a copy of the current food and beverage contract on file with the licensing authority and Liquor Division? ☐ YES ☐ NO
2. If NO to (a) (1.), please attach a copy of the current contract.

6. RESTAURANT LIQUOR LICENSE ONLY: W.S. 12-4-407(a) / W.S. 12-4-408

- (a) Gross sales figures and percentages of income derived from:
- | | | |
|---------------------------------|-----------------------|----------------------|
| (Line 1) Liquor Sales: | \$ _____ | (_____) % |
| (Line 2) Food Sales: | \$ _____ | (_____) % |
| (Line 1 + Line 2 must = Line 3) | (Line 3) Gross Sales: | \$ _____ (_____) % |
- (b) Is a copy of the valid food service permit or the approved permit application attached? ☐ YES ☐ NO

7. BAR AND GRILL LICENSE LIQUOR LICENSE ONLY: W.S. 12-4-413(a) / W.S. 12-4-413(h),(j),(k)

- (a) Gross sales figures and percentages of income derived from:
- | | | |
|--|-----------------------|----------------------|
| (Line 1) Liquor Sales: | \$ _____ | (_____) % |
| (Line 2) Food Sales: | \$ _____ | (_____) % |
| (Line 3) Entertainment Sales: | \$ _____ | (_____) % |
| (Line 1 + Line 2 + Line 3 must = Line 4) | (Line 4) Gross Sales: | \$ _____ (_____) % |
- (b) Is a copy of the valid food service permit or the approved permit application attached? ☐ YES ☐ NO

8. MICROBREWERY PERMIT ONLY: PRODUCTION AND WHOLESALE DISTRIBUTION

- (a) Did the microbrewery at this location produce at least 50 barrels (1,550 gallons) but less than 50,000 barrels (1,550,000 gallons) during the previous license term? (W.S. 12-1-101(a)(ix)) ☐ YES ☐ NO
- (b) Are microbrewery products from this location being distributed to other alcohol retailers in Wyoming? (W.S. 12-2-201(a)) ☐ YES ☐ NO
- If YES, a wholesale malt beverage license from the Liquor Division will be required.

9. RESORT LIQUOR LICENSE: W.S. 12-4-401 through W.S. 12-4-403(b)

Does the resort complex:

- (a) Have an actual valuation of at least one million dollars, or have committed or expended at least one million dollars (\$1,000,000.00) on the complex, excluding the value of the land? W.S. 12-4-401(b)(i) ☐ YES ☐ NO
- (b) Include a restaurant and a convention facility; a convention facility that will seat at least one hundred (100) persons? W.S. 12-4-401(b)(ii) ☐ YES ☐ NO
- (c) Include motel, hotel or privately owned condominium, town house or home accommodations approved for short term occupancy with at least one hundred (100) sleeping rooms? W.S. 12-4-401(b)(iii) ☐ YES ☐ NO
- (d) If no on question (c), have a ski resort facility open to the general public in which has been committed or expended not less than 10 million dollars (\$10,000,000.00)? W.S. 12-4-401(b)(iv) ☐ YES ☐ NO
- (e) Will food and beverage services be contracted or subcontracted? W.S. 12-4-403(b) ☐ YES ☐ NO
1. If YES to (e), is a copy of the current food and beverage contract on file with the licensing authority and Liquor Division? ☐ YES ☐ NO
2. If NO to (e) (1.), please attach a copy of the current co

10. LIMITED RETAIL (CLUB) LIQUOR LICENSE: FRATERNAL CLUBS W.S. 12-1-101(a)(iii)(B)

- (a) Has the fraternal organization been actively operating in at least thirty-six (36) states? ☐ YES ☐ NO
- (b) Has the fraternal organization been actively in existence for at least twenty (20) years? ☐ YES ☐ NO

11. LIMITED RETAIL (CLUB) LIQUOR LICENSE: VETERANS CLUBS W.S. 12-1-101(a)(iii)(A)

- (a) Does the Veteran's organization hold a charter by the Congress of the United States? ☐ YES ☐ NO
- (b) Is the membership of the Veteran's organization comprised only of Veterans and its Duly organized auxiliary? ☐ YES ☐ NO

12. LIMITED RETAIL (CLUB) LIQUOR LICENSE: GOLF CLUBS W.S. 12-1-101(a)(iii)(D) / W.S. 12-4-301(e)

- (a) Does the golf club have more than fifty (50) bona fide members? ☐ YES ☐ NO
- (b) Does the Applicant, maintain, or operate a bona fide golf course together with a clubhouse? ☐ YES ☐ NO
- (c) Is the Applicant a Political Subdivision of the state that owns, maintains, or operates this golf course? ☐ YES ☐ NO
1. Will food and beverage services be contracted or subcontracted? W.S. 12-4-301(e) ☐ YES ☐ NO
2. If YES to (c) (1), is a copy of the current food and beverage contract on file with the licensing authority and Liquor Division? ☐ YES ☐ NO
3. If NO to (c) (1.), please attach a copy of the current contract.

13. LIMITED RETAIL (CLUB) LIQUOR LICENSE: SOCIAL CLUBS W.S. 12-1-101(a)(iii)(E) / W.S. 12-4-301(b)

- (a) Does the club 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 social 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) Is a true copy of the club bylaws on file with the licensing authority and Liquor Division? ☐ YES ☐ NO
1. If NO to (g), please attach a current copy the club bylaws.
- (h) Is a detailed statement with itemized expenditures of the club's activities during the last year attached? ☐ YES ☐ NO

14. If the Applicant is Filing As an Individual, Partnership, Political Subdivision, Organization or Other W.S. 12-4-102(a) (ii) & (iii)

Each individual, partner or club officer must complete all of the information below.
(If more information is required, list on a separate piece of paper and attach to this application.)

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip <i>DO NOT LIST PO BOXES</i>	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?	Have you been convicted within the previous 10 years of:	
					a Felony Violation Relating to Alcoholic Liquor or Malt Beverages?	any Violation Relating to Alcoholic Liquor or Malt Beverages?
KENNETH W HOLLOWAY	12-7 1983	28 Petunia Casper, WY 82609	307-259 2382	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
STEVE LOFTIN	4-2 1953	6471 White Deer Creek Trail Casper, WY 82604	307-262 7400	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

15. If the Applicant is Filing As a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership W.S. 12-4-102(a)(iv) & (v)

Each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock or ownership of the corporation, limited liability company, limited liability partnership, or limited partnership.

Each Officer, Director or LLC member must complete all of the information below.
(If more information is required, list on a separate piece of paper and attach to this application)

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip DO NOT LIST PO BOXES	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock or Ownership Held	Have you been convicted within the previous 10 years of:	
						a Felony Violation Relating to Alcoholic Liquor or Malt Beverages?	any Violation Relating to Alcoholic Liquor or Malt Beverages?
Kenneth W. Holloway				3	50	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
STEVE LOFTIN				3	50	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

REQUIRED ATTACHMENTS

- ☐ A copy of any lease agreements. W.S. 12-4-103(a)(iii)
- ☐ Bar & Grill or Restaurant liquor license Applicants, attach a copy of the current Food Service Permit or the approved permit application for the Applicant and for the licensed building location. 12-4-413(a) / W.S. 12-4-407(a)
- ☐ If food and beverage services will be contracted or subcontracted attach a copy of the contract or lease agreement W.S. 12-4-201(m) / W.S. 12-4-301(e) / W.S. 12-4-403(b)

OATH OR VERIFICATION

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

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

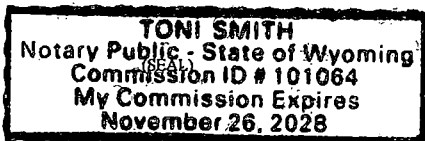
STATE OF WYOMING)

COUNTY OF Natrona) ss.

Signed and sworn to before me on this 31st day of July, 2025 that the facts alleged in the foregoing instrument are true by the following:

1) <u>[Signature]</u> (Signature)	<u>Kenneth W. Holloway</u> (Printed Name)	<u>MEMBER</u> Title
2) <u>[Signature]</u> (Signature)	<u>STEVE LOFTIN</u> (Printed Name)	<u>MEMBER</u> Title
3) _____ (Signature)	_____ (Printed Name)	_____ Title
4) _____ (Signature)	_____ (Printed Name)	_____ Title
5) _____ (Signature)	_____ (Printed Name)	_____ Title

Witness my hand and official seal:



Signature of Notary Public: [Signature]
My commission expires: 11-26-28

RENEWAL OF LIQUOR LICENSE OR PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY			
Customer #:	A70161		Item # 18.
Trf from:			
Reviewer:	Initials	Date	
Agent:		/	/
Mgr:		/	/

To be completed by City / Town / County Clerk		Local License #:
License Fees	Annual Fee: \$ <u>1500.00</u>	Date filed with clerk: <u>6/29/2025</u>
	Prorated Fee: \$ _____	Advertising Dates: (2 Consecutive Weeks Prior to Hearing) <u>8/12/25</u> & <u>8/19/25</u>
	Transfer Fee: \$ _____	Public Hearing Date: <u>8/26/25</u>
	Publishing Fee: \$ <u>30.00</u>	
Publishing Fee Direct Billed to Applicant: <input type="checkbox"/>		
License Term:	<u>10/15/2025</u>	Through <u>10/14/2026</u>
LICENSING AUTHORITY: Begin publishing promptly. As W.S. 12-4-104(d) specifies: NO LICENSING AUTHORITY SHALL APPROVE OR DENY THE APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.		

Applicant (Business Name):	<u>HOMAX OIL SALES INC</u>		
Doing Business As (DBA) / Trade Name:	<u>HOMAX #1</u>		
Building to be licensed / Building Address:	<u>400 SALT CREEK HWY</u> <u>MILLS, WY 82644 NATRONA</u>		
Local Mailing Address:	<u>605 S POPLAR ST</u> <u>CASPER, WY 82601</u>		
Local Business Telephone Number:	<u>(307) 237-5800</u>	Fax Number:	<u>(307) 237-6144</u>
Business E-Mail Address:	<u>jhomer@homaxoil.com</u>		
Business Primary Contact:	<u>Cecilia</u> First Name	<u>Homer</u> Last Name	

FILING IN:	<u>CITY OF MILLS</u>	FILING AS:	<u>CORPORATION (INC)</u>
TYPE OF LICENSE OR PERMIT: RETAIL LIQUOR LICENSE			
RETAIL LIQUOR LICENSE HOLDERS ONLY: PRIMARY BUSINESS TYPE (CHOOSE ONLY ONE)			
<input type="checkbox"/> ON-PREMISE BAR	<input checked="" type="checkbox"/> OFF-PREMISE PACKAGE STORE	<input type="checkbox"/> ON & OFF PREMISE BAR & PACKAGE STORE	
SPECIAL STATUTORY DESIGNATIONS (NONE IF BLANK)			
OPERATIONAL STATUS (To Assist the Liquor Division with scheduling inspections (W.S. 12-1-101(a)(xxi) / 12-2-301(c) / 12-4-103(a)(iv)))			
<input checked="" type="checkbox"/> FULL TIME	MONTHS OF OPERATION	from _____ to _____	<input checked="" type="checkbox"/> All Year (Jan-Dec)
<input type="checkbox"/> SEASONAL	DAYS OF WEEK OF OPERATION:	from _____ to _____	<input checked="" type="checkbox"/> Every Day (Mon-Sun)
<input type="checkbox"/> NON-OPERATIONAL / PARKED	HOURS OF OPERATION	from <u>10a</u> to <u>12a</u>	<input type="checkbox"/> 24 Hours a Day

ALL APPLICANTS MUST COMPLETE QUESTIONS 1-3

1. BUILDING OWNERSHIP: W.S. 12-4-103(a)(iii)

Does the Applicant own or lease the licensed building?

- (a) The Applicant **OWNS** the licensed building. ☒ YES (own)
- (b) The Applicant **LEASES** the licensed building. ☐ YES (lease)
- (c) The Lease is current and on file with the licensing authority and Liquor Division. ☐ YES ☐ NO

If the building is leased and the lease is not current, please submit a copy of the lease and indicate:

- (i) Lease term expiration date; located on page _____ paragraph _____.

Note: The lease term **MUST** continue at least through the term of the liquor license or permit

- (ii) **Sales** provision for alcoholic or malt beverages: located, on page _____ paragraph _____.

Note: The lease must contain a provision for **SALE OF ALCOHOLIC or MALT BEVERAGES**.

ALL APPLICANTS MUST COMPLETE QUESTIONS 2 and 3**2. LIQUOR BUSINESS CONTROL: W.S. 12-4-601(b)**

Item # 18.

- (a) To operate the liquor business, has the business or license/permit been assigned, leased, transferred or contracted with any other person (entity) to operate and assert total or partial control of the license or permit or the licensed building? ☐ YES ☒ NO

(b) If the answer was **YES** to 2(a) above, explain fully and submit any documents in connection there within.

3. INTEREST IN LICENSE OR PERMIT: W.S. 12-5-401, 12-5-402, 12-5-403

Does any alcohol manufacturer, brewer, rectifier, wholesaler, or through a subsidiary affiliate, officer, director or member of any such firm:

- (a) Hold any interest in the license/permit applied for? ☐ YES ☒ NO
- (b) Furnish by way of loan or any other money or financial assistance for purposes hereof in the 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 the answer was **YES** to any of the above, explain fully and submit any documents in connection there within.

4. RETAIL LIQUOR LICENSE-COUNTY LOCATIONS ONLY: W.S. 12-4-201(f)(ii)

Is the licensed building within five (5) miles of an incorporated town or city? ☐ YES ☐ NO

5. RETAIL LIQUOR LICENSE-COMMERCIAL SERVICE AIRPORTS ONLY: W.S. 12-4-201(m)

- (a) Will food and beverage services be contracted or subcontracted? ☐ YES ☐ NO
1. If **YES** to (a), is a copy of the current food and beverage contract on file with the licensing authority and Liquor Division? ☐ YES ☐ NO
2. If **NO** to (a) (1.), please attach a copy of the current contract.

6. RESTAURANT LIQUOR LICENSE ONLY: W.S. 12-4-407(a) / W.S. 12-4-408

- (a) Gross sales figures and percentages of income derived from: (Line 1) Liquor Sales: \$ _____ (_____ %)
- (Line 2) Food Sales: \$ _____ (_____ %)
- (Line 1 + Line 2 must = Line 3) (Line 3) Gross Sales: \$ _____ (_____ %)
- (b) Is a copy of the valid food service permit or the approved permit application attached? ☐ YES ☐ NO

7. BAR AND GRILL LICENSE LIQUOR LICENSE ONLY: W.S. 12-4-413(a) / W.S. 12-4-413(h),(j),(k)

- (a) Gross sales figures and percentages of income derived from: (Line 1) Liquor Sales: \$ _____ (_____ %)
- (Line 2) Food Sales: \$ _____ (_____ %)
- (Line 3) Entertainment Sales: \$ _____ (_____ %)
- (Line 1 + Line 2 + Line 3 must = Line 4) (Line 4) Gross Sales: \$ _____ (_____ %)
- (b) Is a copy of the valid food service permit or the approved permit application attached? ☐ YES ☐ NO

8. MICROBREWERY PERMIT ONLY: PRODUCTION AND WHOLESALE DISTRIBUTION

- (a) Did the microbrewery at this location produce at least 50 barrels (1,550 gallons) but less than 50,000 barrels (1,550,000 gallons) during the previous license term? ☐ YES ☐ NO
(W.S. 12-1-101(a)(xix))
- (b) Are microbrewery products from this location being distributed to other alcohol retailers in Wyoming? (W.S. 12-2-201(a)) ☐ YES ☐ NO
- If **YES**, a wholesale malt beverage license from the Liquor Division will be required.

9. RESORT LIQUOR LICENSE: W.S. 12-4-401 through W.S. 12-4-403(b)

Does the resort complex:

- (a) Have an actual valuation of at least one million dollars, or have committed or expended at least one million dollars (\$1,000,000.00) on the complex, excluding the value of the land? W.S. 12-4-401(b)(i) ☐ YES ☐ NO
- (b) Include a restaurant and a convention facility; a convention facility that will seat at least one hundred (100) persons? W.S. 12-4-401(b)(ii) ☐ YES ☐ NO
- (c) Include motel, hotel or privately owned condominium, town house or home accommodations approved for short term occupancy with at least one hundred (100) sleeping rooms? W.S. 12-4-401(b)(iii) ☐ YES ☐ NO
- (d) If no on question (c), have a ski resort facility open to the general public in which has been committed or expended not less than 10 million dollars (\$10,000,000.00)? W.S. 12-4-401(b)(iv) ☐ YES ☐ NO
- (e) Will food and beverage services be contracted or subcontracted? W.S. 12-4-403(b) ☐ YES ☐ NO
1. If **YES** to (e), is a copy of the current food and beverage contract on file with the licensing authority and Liquor Division? ☐ YES ☐ NO
2. If **NO** to (e) (1.), please attach a copy of the current contract.

10. LIMITED RETAIL (CLUB) LIQUOR LICENSE: FRATERNAL CLUBS W.S. 12-1-101(a)(iii)(B)

- (a) Has the fraternal organization been actively operating in at least thirty-six (36) states? ☐ YES ☐ NO
- (b) Has the fraternal organization been actively in existence for at least twenty (20) years? ☐ YES ☐ NO

11. LIMITED RETAIL (CLUB) LIQUOR LICENSE: VETERANS CLUBS W.S. 12-1-101(a)(iii)(A)

- (a) Does the Veteran's organization hold a charter by the Congress of the United States? ☐ YES ☐ NO
- (b) Is the membership of the Veteran's organization comprised only of Veterans and its Duly organized auxiliary? ☐ YES ☐ NO

12. LIMITED RETAIL (CLUB) LIQUOR LICENSE: GOLF CLUBS W.S. 12-1-101(a)(iii)(D) / W.S. 12-4-301(e)

- (a) Does the golf club have more than fifty (50) bona fide members? ☐ YES ☐ NO
- (b) Does the Applicant, maintain, or operate a bona fide golf course together with a clubhouse? ☐ YES ☐ NO
- (c) Is the Applicant a Political Subdivision of the state that owns, maintains, or operates this golf course? ☐ YES ☐ NO
1. Will food and beverage services be contracted or subcontracted? W.S. 12-4-301(e) ☐ YES ☐ NO
2. If YES to (c) (1), is a copy of the current food and beverage contract on file with the licensing authority and Liquor Division? ☐ YES ☐ NO
3. If NO to (c) (1.), please attach a copy of the current contract.

13. LIMITED RETAIL (CLUB) LIQUOR LICENSE: SOCIAL CLUBS W.S. 12-1-101(a)(iii)(E) / W.S. 12-4-301(b)

- (a) Does the club 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 social 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) Is a true copy of the club bylaws on file with the licensing authority and Liquor Division? ☐ YES ☐ NO
1. If NO to (g), please attach a current copy the club bylaws.
- (h) Is a detailed statement with itemized expenditures of the club's activities during the last year attached? ☐ YES ☐ NO

14. If the Applicant is Filing As an Individual, Partnership, Political Subdivision, Organization or Other W.S. 12-4-102(a) (ii) & (iii)

Each individual, partner or club officer must complete all of the information below.
(If more information is required, list on a separate piece of paper and attach to this application.)

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip DO NOT LIST PO BOXES	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 within the previous 10 years of:	
					a Felony Violation Relating to Alcoholic Liquor or Malt Beverages?	any Violation Relating to Alcoholic Liquor or Malt Beverages?
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

15. If the Applicant is Filing As a **Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership** W.S. 12-4-102(a)(iv) & (v)

Item # 18.

Each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock or ownership of the corporation, limited liability company, limited liability partnership, or limited-partnership.

Each Officer, Director or LLC member must complete all of the information below.
(If more information is required, list on a separate piece of paper and attach to this application)

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip <i>DO NOT LIST PO BOXES</i>	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock or Ownership Held	Have you been convicted within the previous 10 years of:	
						a Felony Violation Relating to Alcoholic Liquor or Malt Beverages?	any Violation Relating to Alcoholic Liquor or Malt Beverages?
Darin Homer				21	100	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

REQUIRED ATTACHMENTS

- ☐ A copy of any lease agreements. W.S. 12-4-103(a)(iii)
- ☐ Bar & Grill or Restaurant liquor license Applicants, attach a copy of the current Food Service Permit or the approved permit application for the Applicant and for the licensed building location. 12-4-413(a) / W.S. 12-4-407(a)
- ☐ If food and beverage services will be contracted or subcontracted attach a copy of the contract or lease agreement W.S. 12-4-201(m) / W.S. 12-4-301(e) / W.S. 12-4-403(b)

OATH OR VERIFICATION

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

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

STATE OF WYOMING)
COUNTY OF Natrona) ss.

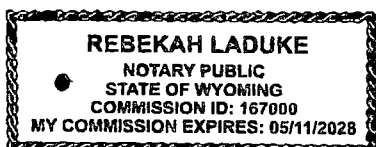
Signed and sworn to before me on this 17 day of June, 2025 that the facts alleged in the foregoing instrument are true by the following:

1) <u>[Signature]</u> (Signature)	<u>Darin Homer</u> (Printed Name)	<u>President</u> Title
2) _____ (Signature)	_____ (Printed Name)	_____ Title
3) _____ (Signature)	_____ (Printed Name)	_____ Title
4) _____ (Signature)	_____ (Printed Name)	_____ Title
5) _____ (Signature)	_____ (Printed Name)	_____ Title

Witness my hand and official seal: Rebekah LaDuke
Signature of Notary Public

(SEAL)

My commission expires: 5/11/28



RENEWAL OF LIQUOR LICENSE OR PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY			
Customer #:	A7090		Item # 18.
Trf from:			
Reviewer:	Initials	Date	
Agent:		/	/
Mgr:		/	/

To be completed by City / Town / County Clerk		Local License #:
License Fees	Annual Fee: \$ <u>1500.00</u>	Date filed with clerk: <u>6/25/2025</u>
	Prorated Fee: \$ _____	Advertising Dates: (2 Consecutive Weeks Prior to Hearing) <u>8/12/25</u> & <u>8/19/25</u>
	Transfer Fee: \$ _____	Public Hearing Date: <u>8/26/25</u>
	Publishing Fee: \$ <u>30.00</u>	
Publishing Fee Direct Billed to Applicant: <input type="checkbox"/>		
License Term:	<u>10/15/2025</u>	Through <u>10/14/2026</u>
LICENSING AUTHORITY: Begin publishing promptly. As W.S. 12-4-104(d) specifies: NO LICENSING AUTHORITY SHALL APPROVE OR DENY THE APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.		

Applicant (Business Name): <u>HOMAX OIL SALES INC</u>	
Doing Business As (DBA) / Trade Name: <u>MOUNTAIN VIEW SINCLAIR</u>	
Building to be licensed / Building Address: <u>5076 W YELLOWSTONE HWY</u> <u>MILLS, WY 82604 NATRONA</u>	
Local Mailing Address: <u>605 S POPLAR ST</u> <u>CASPER, WY 82601</u>	
Local Business Telephone Number: <u>(307) 237-5800</u>	Fax Number: <u>(307) 237-6144</u>
Business E-Mail Address: <u>jhomer@homaxoil.com</u>	
Business Primary Contact: <u>Jessica</u>	<u>Homer</u>
First Name	Last Name

FILING IN:	<u>CITY OF MILLS</u>	FILING AS:	<u>LIMITED LIABILITY COMPANY (LLC)</u>
TYPE OF LICENSE OR PERMIT: RETAIL LIQUOR LICENSE			
RETAIL LIQUOR LICENSE HOLDERS ONLY: PRIMARY BUSINESS TYPE (CHOOSE ONLY ONE)			
<input type="checkbox"/> ON-PREMISE BAR	<input checked="" type="checkbox"/> OFF-PREMISE PACKAGE STORE	<input type="checkbox"/> ON & OFF PREMISE BAR & PACKAGE STORE	
SPECIAL STATUTORY DESIGNATIONS (NONE IF BLANK)			
OPERATIONAL STATUS (To Assist the Liquor Division with scheduling inspections (W.S. 12-1-101(a)(xxi) / 12-2-301(c) / 12-4-103(a)(iv)))			
<input checked="" type="checkbox"/> FULL TIME	MONTHS OF OPERATION	from _____ to _____	<input checked="" type="checkbox"/> All Year (Jan-Dec)
<input type="checkbox"/> SEASONAL	DAYS OF WEEK OF OPERATION:	from _____ to _____	<input type="checkbox"/> Every Day (Mon-Sun)
<input type="checkbox"/> NON-OPERATIONAL / PARKED	HOURS OF OPERATION	from <u>12a</u> to <u>12a</u>	<input type="checkbox"/> 24 Hours a Day

ALL APPLICANTS MUST COMPLETE QUESTIONS 1- 3

1. BUILDING OWNERSHIP: W.S. 12-4-103(a)(iii)

Does the Applicant own or lease the licensed building?

- (a) The Applicant **OWNS** the licensed building. ☒ YES (own)
- (b) The Applicant **LEASES** the licensed building. ☐ YES (lease)
- (c) The Lease is current and on file with the licensing authority and Liquor Division. ☐ YES ☐ NO

If the building is leased and the lease is not current, please submit a copy of the lease and indicate:

- (i) Lease term expiration date; located on page _____ paragraph _____.

Note: The lease term **MUST** continue at least through the term of the liquor license or permit

- (ii) **Sales** provision for alcoholic or malt beverages: located, on page _____ paragraph _____.

Note: The lease must contain a provision for **SALÉ OF ALCOHOLIC or MALT BEVERAGES**.

2. LIQUOR BUSINESS CONTROL: W.S. 12-4-601(b)

- (a) To operate the liquor business, has the business or license/permit been assigned, leased, transferred or contracted with any other person (entity) to operate and assert total or partial control of the license or permit or the licensed building? ☐ YES ☒ NO

(b) If the answer was **YES** to 2(a) above, explain fully and submit any documents in connection there within.

3. INTEREST IN LICENSE OR PERMIT: W.S. 12-5-401, 12-5-402, 12-5-403

Does any alcohol manufacturer, brewer, rectifier, wholesaler, or through a subsidiary affiliate, officer, director or member of any such firm:

- (a) Hold any interest in the license/permit applied for? ☐ YES ☒ NO
- (b) Furnish by way of loan or any other money or financial assistance for purposes hereof in the 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 the answer was **YES** to any of the above, explain fully and submit any documents in connection there within.

4. RETAIL LIQUOR LICENSE-COUNTY LOCATIONS ONLY: W.S. 12-4-201(f)(ii)

Is the licensed building within five (5) miles of an incorporated town or city? ☐ YES ☐ NO

5. RETAIL LIQUOR LICENSE-COMMERCIAL SERVICE AIRPORTS ONLY: W.S. 12-4-201(m)

- (a) Will food and beverage services be contracted or subcontracted? ☐ YES ☐ NO
1. If **YES** to (a), is a copy of the current food and beverage contract on file with the licensing authority and Liquor Division? ☐ YES ☐ NO
2. If **NO** to (a) (1.), please attach a copy of the current contract.

6. RESTAURANT LIQUOR LICENSE ONLY: W.S. 12-4-407(a) / W.S. 12-4-408

- (a) Gross sales figures and percentages of income derived from: (Line 1) Liquor Sales: \$ _____ (_____ %)
- (Line 2) Food Sales: \$ _____ (_____ %)
- (Line 1 + Line 2 must = Line 3) (Line 3) Gross Sales: \$ _____ (_____ %)
- (b) Is a copy of the valid food service permit or the approved permit application attached? ☐ YES ☐ NO

7. BAR AND GRILL LICENSE LIQUOR LICENSE ONLY: W.S. 12-4-413(a) / W.S. 12-4-413(h),(j),(k)

- (a) Gross sales figures and percentages of income derived from: (Line 1) Liquor Sales: \$ _____ (_____ %)
- (Line 2) Food Sales: \$ _____ (_____ %)
- (Line 3) Entertainment Sales: \$ _____ (_____ %)
- (Line 1 + Line 2 + Line 3 must = Line 4) (Line 4) Gross Sales: \$ _____ (_____ %)
- (b) Is a copy of the valid food service permit or the approved permit application attached? ☐ YES ☐ NO

8. MICROBREWERY PERMIT ONLY: PRODUCTION AND WHOLESALE DISTRIBUTION

- (a) Did the microbrewery at this location produce at least 50 barrels (1,550 gallons) but less than 50,000 barrels (1,550,000 gallons) during the previous license term? (W.S. 12-1-101(a)(xix)) ☐ YES ☐ NO
- (b) Are microbrewery products from this location being distributed to other alcohol retailers in Wyoming? (W.S. 12-2-201(a)) ☐ YES ☐ NO
- If **YES**, a wholesale malt beverage license from the Liquor Division will be required.

9. RESORT LIQUOR LICENSE: W.S. 12-4-401 through W.S. 12-4-403(b)

Does the resort complex:

- (a) Have an actual valuation of at least one million dollars, or have committed or expended at least one million dollars (\$1,000,000.00) on the complex, excluding the value of the land? W.S. 12-4-401(b)(i) ☐ YES ☐ NO
- (b) Include a restaurant and a convention facility; a convention facility that will seat at least one hundred (100) persons? W.S. 12-4-401(b)(ii) ☐ YES ☐ NO
- (c) Include motel, hotel or privately owned condominium, town house or home accommodations approved for short term occupancy with at least one hundred (100) sleeping rooms? W.S. 12-4-401(b)(iii) ☐ YES ☐ NO
- (d) If no on question (c), have a ski resort facility open to the general public in which has been committed or expended not less than 10 million dollars (\$10,000,000.00)? W.S. 12-4-401(b)(iv) ☐ YES ☐ NO
- (e) Will food and beverage services be contracted or subcontracted? W.S. 12-4-403(b) ☐ YES ☐ NO
1. If **YES** to (e), is a copy of the current food and beverage contract on file with the licensing authority and Liquor Division? ☐ YES ☐ NO
2. If **NO** to (e) (1.), please attach a copy of the current contract.

10. LIMITED RETAIL (CLUB) LIQUOR LICENSE: FRATERNAL CLUBS W.S. 12-1-101(a)(iii)(B)

- (a) Has the fraternal organization been actively operating in at least thirty-six (36) states? ☐ YES ☐ NO
- (b) Has the fraternal organization been actively in existence for at least twenty (20) years? ☐ YES ☐ NO

11. LIMITED RETAIL (CLUB) LIQUOR LICENSE: VETERANS CLUBS W.S. 12-1-101(a)(iii)(A)

- (a) Does the Veteran's organization hold a charter by the Congress of the United States? ☐ YES ☐ NO
- (b) Is the membership of the Veteran's organization comprised only of Veterans and its Duly organized auxiliary? ☐ YES ☐ NO

12. LIMITED RETAIL (CLUB) LIQUOR LICENSE: GOLF CLUBS W.S. 12-1-101(a)(iii)(D) / W.S. 12-4-301(e)

- (a) Does the golf club have more than fifty (50) bona fide members? ☐ YES ☐ NO
- (b) Does the Applicant, maintain, or operate a bona fide golf course together with a clubhouse? ☐ YES ☐ NO
- (c) Is the Applicant a Political Subdivision of the state that owns, maintains, or operates this golf course? ☐ YES ☐ NO
1. Will food and beverage services be contracted or subcontracted? W.S. 12-4-301(e) ☐ YES ☐ NO
2. If YES to (c) (1), is a copy of the current food and beverage contract on file with the licensing authority and Liquor Division? ☐ YES ☐ NO
3. If NO to (c) (1.), please attach a copy of the current contract.

13. LIMITED RETAIL (CLUB) LIQUOR LICENSE: SOCIAL CLUBS W.S. 12-1-101(a)(iii)(E) / W.S. 12-4-301(b)

- (a) Does the club 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 social 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) Is a true copy of the club bylaws on file with the licensing authority and Liquor Division?
1. If NO to (g), please attach a current copy the club bylaws. ☐ YES ☐ NO
- (h) Is a detailed statement with itemized expenditures of the club's activities during the last year attached? ☐ YES ☐ NO

14. If the Applicant is Filing As an Individual, Partnership, Political Subdivision, Organization or Other W.S. 12-4-102(a) (ii) & (iii)

Each individual, partner or club officer must complete all of the information below.
(If more information is required, list on a separate piece of paper and attach to this application.)

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip DO NOT LIST PO BOXES	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 within the previous 10 years of:	
					a Felony Violation Relating to Alcoholic Liquor or Malt Beverages?	any Violation Relating to Alcoholic Liquor or Malt Beverages?
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

15. If the Applicant is Filing As a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership W.S. 12-4-102(a)(iv) & (v)

Each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock or ownership of the corporation, limited liability company, limited liability partnership, or limited partnership.

Each Officer, Director or LLC member must complete all of the information below.
(If more information is required, list on a separate piece of paper and attach to this application)

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip <i>DO NOT LIST PO BOXES</i>	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock or Ownership Held	Have you been convicted within the previous 10 years of:	
						a Felony Violation Relating to Alcoholic Liquor or Malt Beverages?	any Violation Relating to Alcoholic Liquor or Malt Beverages?
Darin Homer				21	100	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

REQUIRED ATTACHMENTS

- ☐ A copy of any lease agreements. W.S. 12-4-103(a)(iii)
- ☐ Bar & Grill or Restaurant liquor license Applicants, attach a copy of the current Food Service Permit or the approved permit application for the Applicant and for the licensed building location. 12-4-413(a) / W.S. 12-4-407(a)
- ☐ If food and beverage services will be contracted or subcontracted attach a copy of the contract or lease agreement W.S. 12-4-201(m) / W.S. 12-4-301(e) / W.S. 12-4-403(b)

OATH OR VERIFICATION

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

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

STATE OF WYOMING)
COUNTY OF Natrona) SS.

Signed and sworn to before me on this 17 day of June, 2025 that the facts alleged in the foregoing instrument are true by the following:

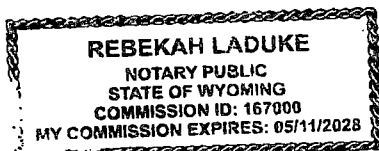
1) <u>[Signature]</u> (Signature)	<u>Darin Homer</u> (Printed Name)	<u>President</u> Title
2) _____ (Signature)	_____ (Printed Name)	_____ Title
3) _____ (Signature)	_____ (Printed Name)	_____ Title
4) _____ (Signature)	_____ (Printed Name)	_____ Title
5) _____ (Signature)	_____ (Printed Name)	_____ Title

Witness my hand and official seal:

[Signature]
Signature of Notary Public

(SEAL)

My commission expires: 5/11/28



RENEWAL OF LIQUOR LICENSE OR PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY

Customer #: B70124

Trf from:

Reviewer:

Initials

Date

Agent:

Mgr:

To be completed by City / Town / County Clerk

Local License #:

License

Fees

Annual Fee:

\$ 1500.00

Prorated Fee:

\$

Transfer Fee:

\$

Publishing Fee:

\$ 30.00

Date filed with clerk:

6/30/25

Advertising Dates: (2 Consecutive Weeks Prior to Hearing)

8/12/25 & 8/19/25

Public Hearing Date:

8/26/25

Publishing Fee Direct Billed to Applicant: ☐

License Term:

10/15/2025

Through

10/14/2026

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

Applicant (Business Name): KLAUS W CONRAD JRDoing Business As (DBA) / Trade Name: THE OREGON TRAIL BARBuilding to be licensed / Building Address: 4618 W YELLOWSTONE HWYMILLS, WY 82604 NATRONALocal Mailing Address: PO BOX 66MILLS, WY 82644Local Business Telephone Number: (307) 253-0479

Fax Number:

Business E-Mail Address: theoregontrailbar@outlook.com

Business Primary Contact:

Klaus Conrad JR

First Name

Last Name

FILING IN:

CITY OF MILLS

FILING AS:

INDIVIDUAL

TYPE OF LICENSE OR PERMIT: RETAIL LIQUOR LICENSE

RETAIL LIQUOR LICENSE HOLDERS ONLY: PRIMARY BUSINESS TYPE (CHOOSE ONLY ONE)

☐ ON-PREMISE BAR ☐ OFF-PREMISE PACKAGE STORE ☒ ON & OFF PREMISE BAR & PACKAGE STORE

SPECIAL STATUTORY DESIGNATIONS

(NONE IF BLANK)

OPERATIONAL STATUS (To Assist the Liquor Division with scheduling inspections (W.S. 12-1-101(a)(xxi) / 12-2-301(c) / 12-4-103(a)(iv)))

☒ FULL TIME

MONTHS OF OPERATION

from JAN to DEC ☒ All Year (Jan-Dec)☐ SEASONAL

DAYS OF WEEK OF OPERATION:

from MON to SUN ☒ Every Day (Mon-Sun)☐ NON-OPERATIONAL / PARKED

HOURS OF OPERATION

from 10am to 2am ☐ 24 Hours a Day**ALL APPLICANTS MUST COMPLETE QUESTIONS 1- 3****1. BUILDING OWNERSHIP: W.S. 12-4-103(a)(iii)**

Does the Applicant own or lease the licensed building?

(a) The Applicant **OWNS** the licensed building.☒ YES (own)(b) The Applicant **LEASES** the licensed building.☐ YES (lease)

(c) The Lease is current and on file with the licensing authority and Liquor Division.

☐ YES ☐ NO

If the building is leased and the lease is not current, please submit a copy of the lease and indicate:

(i) Lease term expiration date; located on page _____ paragraph _____.

Note: The lease term **MUST** continue at least through the term of the liquor license or permit(ii) **Sales** provision for alcoholic or malt beverages: located, on page _____ paragraph _____.**Note:** The lease **MUST** contain a provision for **SALE OF ALCOHOLIC or MALT BEVERAGES**.

ALL APPLICANTS MUST COMPLETE QUESTIONS 2 and 3**2. LIQUOR BUSINESS CONTROL: W.S. 12-4-601(b)**

- (a) To operate the liquor business, has the business or license/permit been assigned, leased, transferred or contracted with any other person (entity) to operate and assert total or partial control of the license or permit or the licensed building? ☐ YES ☒ NO

(b) If the answer was YES to 2(a) above, explain fully and submit any documents in connection there within.

3. INTEREST IN LICENSE OR PERMIT: W.S. 12-5-401, 12-5-402, 12-5-403

Does any alcohol manufacturer, brewer, rectifier, wholesaler, or through a subsidiary affiliate, officer, director or member of any such firm:

- (a) Hold any interest in the license/permit applied for? ☐ YES ☒ NO
- (b) Furnish by way of loan or any other money or financial assistance for purposes hereof in the 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 the answer was YES to any of the above, explain fully and submit any documents in connection there within.

4. RETAIL LIQUOR LICENSE-COUNTY LOCATIONS ONLY: W.S. 12-4-201(f)(ii)

Is the licensed building within five (5) miles of an incorporated town or city? ☐ YES ☐ NO

5. RETAIL LIQUOR LICENSE-COMMERCIAL SERVICE AIRPORTS ONLY: W.S. 12-4-201(m)

- (a) Will food and beverage services be contracted or subcontracted? ☐ YES ☐ NO
1. If YES to (a), is a copy of the current food and beverage contract on file with the licensing authority and Liquor Division? ☐ YES ☐ NO
2. If NO to (a) (1.), please attach a copy of the current contract.

6. RESTAURANT LIQUOR LICENSE ONLY: W.S. 12-4-407(a) / W.S. 12-4-408

- (a) Gross sales figures and percentages of income derived from: (Line 1) Liquor Sales: \$ _____ (_____ %)
- (Line 2) Food Sales: \$ _____ (_____ %)
- (Line 1 + Line 2 must = Line 3) (Line 3) Gross Sales: \$ _____ (_____ %)
- (b) Is a copy of the valid food service permit or the approved permit application attached? ☐ YES ☐ NO

7. BAR AND GRILL LICENSE LIQUOR LICENSE ONLY: W.S. 12-4-413(a) / W.S. 12-4-413(h),(j),(k)

- (a) Gross sales figures and percentages of income derived from: (Line 1) Liquor Sales: \$ _____ (_____ %)
- (Line 2) Food Sales: \$ _____ (_____ %)
- (Line 3) Entertainment Sales: \$ _____ (_____ %)
- (Line 1 + Line 2 + Line 3 must = Line 4) (Line 4) Gross Sales: \$ _____ (_____ %)
- (b) Is a copy of the valid food service permit or the approved permit application attached? ☐ YES ☐ NO

8. MICROBREWERY PERMIT ONLY: PRODUCTION AND WHOLESALE DISTRIBUTION

- (a) Did the microbrewery at this location produce at least 50 barrels (1,550 gallons) but less than 50,000 barrels (1,550,000 gallons) during the previous license term? ☐ YES ☐ NO
(W.S. 12-1-101(a)(xix))
- (b) Are microbrewery products from this location being distributed to other alcohol retailers in Wyoming? (W.S. 12-2-201(a)) ☐ YES ☐ NO
- If YES, a wholesale malt beverage license from the Liquor Division will be required.

9. RESORT LIQUOR LICENSE: W.S. 12-4-401 through W.S. 12-4-403(b)

Does the resort complex:

- (a) Have an actual valuation of at least one million dollars, or have committed or expended at least one million dollars (\$1,000,000.00) on the complex, excluding the value of the land? W.S. 12-4-401(b)(i) ☐ YES ☐ NO
- (b) Include a restaurant and a convention facility; a convention facility that will seat at least one hundred (100) persons? W.S. 12-4-401(b)(ii) ☐ YES ☐ NO
- (c) Include motel, hotel or privately owned condominium, town house or home accommodations approved for short term occupancy with at least one hundred (100) sleeping rooms? W.S. 12-4-401(b)(iii) ☐ YES ☐ NO
- (d) If no on question (c), have a ski resort facility open to the general public in which has been committed or expended not less than 10 million dollars (\$10,000,000.00)? W.S. 12-4-401(b)(iv) ☐ YES ☐ NO
- (e) Will food and beverage services be contracted or subcontracted? W.S. 12-4-403(b) ☐ YES ☐ NO
1. If YES to (e), is a copy of the current food and beverage contract on file with the licensing authority and Liquor Division? ☐ YES ☐ NO
2. If NO to (e) (1.), please attach a _____ the current contract.

10. LIMITED RETAIL (CLUB) LIQUOR LICENSE: FRATERNAL CLUBS W.S. 12-1-101(a)(iii)(B)

- (a) Has the fraternal organization been actively operating in at least thirty-six (36) states? ☐ YES ☐ NO
- (b) Has the fraternal organization been actively in existence for at least twenty (20) years? ☐ YES ☐ NO

11. LIMITED RETAIL (CLUB) LIQUOR LICENSE: VETERANS CLUBS W.S. 12-1-101(a)(iii)(A)

- (a) Does the Veteran's organization hold a charter by the Congress of the United States? ☐ YES ☐ NO
- (b) Is the membership of the Veteran's organization comprised only of Veterans and its Duly organized auxiliary? ☐ YES ☐ NO

12. LIMITED RETAIL (CLUB) LIQUOR LICENSE: GOLF CLUBS W.S. 12-1-101(a)(iii)(D) / W.S. 12-4-301(e)

- (a) Does the golf club have more than fifty (50) bona fide members? ☐ YES ☐ NO
- (b) Does the Applicant, maintain, or operate a bona fide golf course together with a clubhouse? ☐ YES ☐ NO
- (c) Is the Applicant a Political Subdivision of the state that owns, maintains, or operates this golf course? ☐ YES ☐ NO
1. Will food and beverage services be contracted or subcontracted? W.S. 12-4-301(e) ☐ YES ☐ NO
2. If YES to (c) (1), is a copy of the current food and beverage contract on file with the licensing authority and Liquor Division? ☐ YES ☐ NO
3. If NO to (c) (1.), please attach a copy of the current contract.

13. LIMITED RETAIL (CLUB) LIQUOR LICENSE: SOCIAL CLUBS W.S. 12-1-101(a)(iii)(E) / W.S. 12-4-301(b)

- (a) Does the club 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 social 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) Is a true copy of the club bylaws on file with the licensing authority and Liquor Division? ☐ YES ☐ NO
1. If NO to (g), please attach a current copy the club bylaws.
- (h) Is a detailed statement with itemized expenditures of the club's activities during the last year attached? ☐ YES ☐ NO

14. If the Applicant is Filing As an Individual, Partnership, Political Subdivision, Organization or Other W.S. 12-4-102(a) (ii) & (iii)

Each individual, partner or club officer must complete all of the information below.
(If more information is required, list on a separate piece of paper and attach to this application.)

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip <i>DO NOT LIST PO BOXES</i>	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?	Have you been convicted within the previous 10 years of:	
					a Felony Violation Relating to Alcoholic Liquor or Malt Beverages?	any Violation Relating to Alcoholic Liquor or Malt Beverages?
Klaus Walter Conrad Jr				YES <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	YES <input type="checkbox"/>
				NO <input type="checkbox"/>	NO <input checked="" type="checkbox"/>	NO <input checked="" type="checkbox"/>
				YES <input type="checkbox"/>	YES <input type="checkbox"/>	YES <input type="checkbox"/>
				NO <input type="checkbox"/>	NO <input type="checkbox"/>	NO <input type="checkbox"/>
				YES <input type="checkbox"/>	YES <input type="checkbox"/>	YES <input type="checkbox"/>
				NO <input type="checkbox"/>	NO <input type="checkbox"/>	NO <input type="checkbox"/>

15. If the Applicant is Filing As a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership W.S. 12-4-102(a)(iv) & (v)

Each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock or ownership of the corporation, limited liability company, limited liability partnership, or limited partnership.

Each Officer, Director or LLC member must complete all of the information below.
(If more information is required, list on a separate piece of paper and attach to this application)

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip <i>DO NOT LIST PO BOXES</i>	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock or Ownership Held	Have you been convicted within the previous 10 years of:	
						a Felony Violation Relating to Alcoholic Liquor or Malt Beverages?	any Violation Relating to Alcoholic Liquor or Malt Beverages?
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

REQUIRED ATTACHMENTS

- ☐ A copy of any lease agreements. W.S. 12-4-103(a)(iii)
- ☐ Bar & Grill or Restaurant liquor license Applicants, attach a copy of the current Food Service Permit or the approved permit application for the Applicant and for the licensed building location. 12-4-413(a) / W.S. 12-4-407(a)
- ☐ If food and beverage services will be contracted or subcontracted attach a copy of the contract or lease agreement W.S. 12-4-201(m) / W.S. 12-4-301(e) / W.S. 12-4-403(b)

OATH OR VERIFICATION

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

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

STATE OF WYOMING**COUNTY OF**

) SS.

Signed and sworn to before me on this 19 day of June, 2025 that the facts alleged in the foregoing instrument are true by the following:

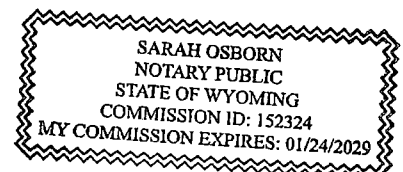
1) <u>[Signature]</u> (Signature)	<u>Klaus W Conrad Jr</u> (Printed Name)	<u>Owner</u> Title
2) _____ (Signature)	_____ (Printed Name)	_____ Title
3) _____ (Signature)	_____ (Printed Name)	_____ Title
4) _____ (Signature)	_____ (Printed Name)	_____ Title
5) _____ (Signature)	_____ (Printed Name)	_____ Title

Witness my hand and official seal:

(SEAL.)

My commission expires: 11/24/29

Signature of Notary Public



RENEWAL OF LIQUOR LICENSE OR PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY			
Customer #:	A3664		Item # 18.
Trf from:			
Reviewer:	Initials	Date	
Agent:		/	/
Mgr:		/	/

To be completed by City / Town / County Clerk		Local License #:
License Fees	Annual Fee: \$ <u>1500.00</u>	Date filed with clerk: <u>7/12/25</u>
	Prorated Fee: \$ _____	Advertising Dates: (2 Consecutive Weeks Prior to Hearing)
	Transfer Fee: \$ _____	<u>8/12/25</u> & <u>8/19/25</u>
	Publishing Fee: \$ <u>30.00</u>	Public Hearing Date: <u>8/24/25</u>
Publishing Fee Direct Billed to Applicant: <input type="checkbox"/>		
License Term:	<u>10/15/2025</u>	Through <u>10/14/2026</u>
LICENSING AUTHORITY: Begin publishing promptly. As W.S. 12-4-104(d) specifies: NO LICENSING AUTHORITY SHALL APPROVE OR DENY THE APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.		

Applicant (Business Name):	<u>MAVERIK INC</u>		
Doing Business As (DBA) / Trade Name:	<u>MAVERIK #547</u>		
Building to be licensed / Building Address:	<u>4651 W YELLOWSTONE HWY</u>		
	<u>MILLS, WY 82644 NATRONA</u>		
Local Mailing Address:	<u>185 S STATE ST STE 800</u>		
	<u>SALT LAKE CITY, UT 84111</u>		
Local Business Telephone Number:	<u>(307) 237-0886</u>	Fax Number:	<u>(801) 936-1165</u>
Business E-Mail Address:	<u>licensing@maverik.com</u>		
Business Primary Contact:	<u>Utahna</u>	<u>Haines</u>	
	First Name	Last Name	

FILING IN:	<u>CITY OF MILLS</u>	FILING AS:	<u>CORPORATION (INC)</u>
TYPE OF LICENSE OR PERMIT: <u>RETAIL LIQUOR LICENSE</u>			
RETAIL LIQUOR LICENSE HOLDERS ONLY: PRIMARY BUSINESS TYPE (CHOOSE ONLY ONE)			
<input type="checkbox"/> ON-PREMISE BAR	<input checked="" type="checkbox"/> OFF-PREMISE PACKAGE STORE	<input type="checkbox"/> ON & OFF PREMISE BAR & PACKAGE STORE	
SPECIAL STATUTORY DESIGNATIONS (NONE IF BLANK)			
OPERATIONAL STATUS (To Assist the Liquor Division with scheduling inspections (W.S. 12-1-101(a)(xxi) / 12-2-301(c) / 12-4-103(a)(iv)))			
<input type="checkbox"/> FULL TIME	MONTHS OF OPERATION	from _____ to _____	<input checked="" type="checkbox"/> All Year (Jan-Dec)
<input type="checkbox"/> SEASONAL	DAYS OF WEEK OF OPERATION:	from _____ to _____	<input checked="" type="checkbox"/> Every Day (Mon-Sun)
<input type="checkbox"/> NON-OPERATIONAL / PARKED	HOURS OF OPERATION	from <u>6am</u> to <u>2am</u>	<input type="checkbox"/> 24 Hours a Day

ALL APPLICANTS MUST COMPLETE QUESTIONS 1-3

1. BUILDING OWNERSHIP: W.S. 12-4-103(a)(iii)

Does the Applicant own or lease the licensed building?

- (a) The Applicant **OWNS** the licensed building. ☒ YES (own)
- (b) The Applicant **LEASES** the licensed building. ☐ YES (lease)
- (c) The Lease is current and on file with the licensing authority and Liquor Division. ☐ YES ☐ NO

If the building is leased and the lease is not current, please submit a copy of the lease and indicate:

- (i) Lease term expiration date; located on page _____ paragraph _____.

Note: The lease term MUST continue at least through the term of the liquor license or permit

- (ii) Sales provision for alcoholic or malt beverages: located, on page _____ paragraph _____.

Note: The lease contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.

2. LIQUOR BUSINESS CONTROL: W.S. 12-4-601(b)

- (a) To operate the liquor business, has the business or license/permit been assigned, leased, transferred or contracted with any other person (entity) to operate and assert total or partial control of the license or permit or the licensed building? ☐ YES ☒ NO

(b) If the answer was **YES** to 2(a) above, explain fully and submit any documents in connection there within.

3. INTEREST IN LICENSE OR PERMIT: W.S. 12-5-401, 12-5-402, 12-5-403

Does any alcohol manufacturer, brewer, rectifier, wholesaler, or through a subsidiary affiliate, officer, director or member of any such firm:

- (a) Hold any interest in the license/permit applied for? ☐ YES ☒ NO
- (b) Furnish by way of loan or any other money or financial assistance for purposes hereof in the 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 the answer was **YES** to any of the above, explain fully and submit any documents in connection there within.

4. RETAIL LIQUOR LICENSE-COUNTY LOCATIONS ONLY: W.S. 12-4-201(f)(ii)

Is the licensed building within five (5) miles of an incorporated town or city? ☐ YES ☐ NO

5. RETAIL LIQUOR LICENSE-COMMERCIAL SERVICE AIRPORTS ONLY: W.S. 12-4-201(m)

- (a) Will food and beverage services be contracted or subcontracted? ☐ YES ☐ NO
1. If **YES** to (a), is a copy of the current food and beverage contract on file with the licensing authority and Liquor Division? ☐ YES ☐ NO
2. If **NO** to (a) (1.), please attach a copy of the current contract.

6. RESTAURANT LIQUOR LICENSE ONLY: W.S. 12-4-407(a) / W.S. 12-4-408

- (a) Gross sales figures and percentages of income derived from: (Line 1) Liquor Sales: \$ _____ (_____ %)
- (Line 2) Food Sales: \$ _____ (_____ %)
- (Line 1 + Line 2 must = Line 3) (Line 3) Gross Sales: \$ _____ (_____ %)
- (b) Is a copy of the valid food service permit or the approved permit application attached? ☐ YES ☐ NO

7. BAR AND GRILL LICENSE LIQUOR LICENSE ONLY: W.S. 12-4-413(a) / W.S. 12-4-413(h),(j),(k)

- (a) Gross sales figures and percentages of income derived from: (Line 1) Liquor Sales: \$ _____ (_____ %)
- (Line 2) Food Sales: \$ _____ (_____ %)
- (Line 3) Entertainment Sales: \$ _____ (_____ %)
- (Line 1 + Line 2 + Line 3 must = Line 4) (Line 4) Gross Sales: \$ _____ (_____ %)
- (b) Is a copy of the valid food service permit or the approved permit application attached? ☐ YES ☐ NO

8. MICROBREWERY PERMIT ONLY: PRODUCTION AND WHOLESALE DISTRIBUTION

- (a) Did the microbrewery at this location produce at least 50 barrels (1,550 gallons) but less than 50,000 barrels (1,550,000 gallons) during the previous license term? ☐ YES ☐ NO
(W.S. 12-1-101(a)(xix))
- (b) Are microbrewery products from this location being distributed to other alcohol retailers in Wyoming? (W.S. 12-2-201(a)) ☐ YES ☐ NO
- If **YES**, a wholesale malt beverage license from the Liquor Division will be required.

9. RESORT LIQUOR LICENSE: W.S. 12-4-401 through W.S. 12-4-403(b)

Does the resort complex:

- (a) Have an actual valuation of at least one million dollars, or have committed or expended at least one million dollars (\$1,000,000.00) on the complex, excluding the value of the land? W.S. 12-4-401(b)(i) ☐ YES ☐ NO
- (b) Include a restaurant and a convention facility; a convention facility that will seat at least one hundred (100) persons? W.S. 12-4-401(b)(ii) ☐ YES ☐ NO
- (c) Include motel, hotel or privately owned condominium, town house or home accommodations approved for short term occupancy with at least one hundred (100) sleeping rooms? W.S. 12-4-401(b)(iii) ☐ YES ☐ NO
- (d) If no on question (c), have a ski resort facility open to the general public in which has been committed or expended not less than 10 million dollars (\$10,000,000.00)? W.S. 12-4-401(b)(iv) ☐ YES ☐ NO
- (e) Will food and beverage services be contracted or subcontracted? W.S. 12-4-403(b) ☐ YES ☐ NO
1. If **YES** to (e), is a copy of the current food and beverage contract on file with the licensing authority and Liquor Division? ☐ YES ☐ NO
2. If **NO** to (e) (1.), please attach a copy of the current contract.

10. LIMITED RETAIL (CLUB) LIQUOR LICENSE: FRATERNAL CLUBS W.S. 12-1-101(a)(iii)(B)

- (a) Has the fraternal organization been actively operating in at least thirty-six (36) states? ☐ YES ☐ NO
- (b) Has the fraternal organization been actively in existence for at least twenty (20) years? ☐ YES ☐ NO

11. LIMITED RETAIL (CLUB) LIQUOR LICENSE: VETERANS CLUBS W.S. 12-1-101(a)(iii)(A)

- (a) Does the Veteran's organization hold a charter by the Congress of the United States? ☐ YES ☐ NO
- (b) Is the membership of the Veteran's organization comprised only of Veterans and its Duly organized auxiliary? ☐ YES ☐ NO

12. LIMITED RETAIL (CLUB) LIQUOR LICENSE: GOLF CLUBS W.S. 12-1-101(a)(iii)(D) / W.S. 12-4-301(e)

- (a) Does the golf club have more than fifty (50) bona fide members? ☐ YES ☐ NO
- (b) Does the Applicant, maintain, or operate a bona fide golf course together with a clubhouse? ☐ YES ☐ NO
- (c) Is the Applicant a Political Subdivision of the state that owns, maintains, or operates this golf course? ☐ YES ☐ NO
1. Will food and beverage services be contracted or subcontracted? W.S. 12-4-301(e) ☐ YES ☐ NO
2. If YES to (c) (1), is a copy of the current food and beverage contract on file with the licensing authority and Liquor Division? ☐ YES ☐ NO
3. If NO to (c) (1.), please attach a copy of the current contract.

13. LIMITED RETAIL (CLUB) LIQUOR LICENSE: SOCIAL CLUBS W.S. 12-1-101(a)(iii)(E) / W.S. 12-4-301(b)

- (a) Does the club 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 social 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) Is a true copy of the club bylaws on file with the licensing authority and Liquor Division?
1. If NO to (g), please attach a current copy the club bylaws. ☐ YES ☐ NO
- (h) Is a detailed statement with itemized expenditures of the club's activities during the last year attached? ☐ YES ☐ NO

14. If the Applicant is Filing As an Individual, Partnership, Political Subdivision, Organization or Other W.S. 12-4-102(a) (ii) & (iii)

Each individual, partner or club officer must complete all of the information below.
(If more information is required, list on a separate piece of paper and attach to this application.)

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip <i>DO NOT LIST PO BOXES</i>	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?	Have you been convicted within the previous 10 years of:	
					a Felony Violation Relating to Alcoholic Liquor or Malt Beverages?	any Violation Relating to Alcoholic Liquor or Malt Beverages?
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

15. If the Applicant is Filing As a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership W.S. 12-4-102(a)(iv) & (v)

Each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock or ownership of the corporation, limited liability company, limited liability partnership, or limited partnership.

Each Officer, Director or LLC member must complete all of the information below.

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

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip <i>DO NOT LIST PO BOXES</i>	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock or Ownership Held	Have you been convicted within the previous 10 years of:	
						a Felony Violation Relating to Alcoholic Liquor or Malt Beverages?	any Violation Relating to Alcoholic Liquor or Malt Beverages?
Please see Attached						YES <input type="checkbox"/>	YES <input type="checkbox"/>
						NO <input type="checkbox"/>	NO <input type="checkbox"/>
						YES <input type="checkbox"/>	YES <input type="checkbox"/>
						NO <input type="checkbox"/>	NO <input type="checkbox"/>
						YES <input type="checkbox"/>	YES <input type="checkbox"/>
						NO <input type="checkbox"/>	NO <input type="checkbox"/>

REQUIRED ATTACHMENTS

- ☐ A copy of any lease agreements. W.S. 12-4-103(a)(iii)
- ☐ Bar & Grill or Restaurant liquor license Applicants, attach a copy of the current Food Service Permit or the approved permit application for the Applicant and for the licensed building location. 12-4-413(a) / W.S. 12-4-407(a)
- ☐ If food and beverage services will be contracted or subcontracted attach a copy of the contract or lease agreement W.S. 12-4-201(m) / W.S. 12-4-301(e) / W.S. 12-4-403(b)

OATH OR VERIFICATION

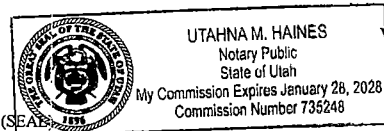
Requires signatures by **ALL** Individuals, **ALL** Partners, **ONE (1)** LLC Member, or **TWO (2)** Corporate Officers or Directors except that if all the stock of the corporation is owned by **ONE (1)** individual then that individual may sign and verify the application upon his oath, or **TWO (2)**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

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

STATE OF UTAH)
COUNTY OF SALT LAKE) SS.

Signed and sworn to before me on this 7 day of July, 2025 that the facts alleged in the foregoing instrument are true by the following:

1) <u>[Signature]</u> (Signature)	<u>John Hillam</u> (Printed Name)	<u>VP</u> Title
2) <u>M. Thomas Schofield</u> (Signature)	<u>M. Thomas Schofield</u> (Printed Name)	<u>VP</u> Title
3) _____ (Signature)	_____ (Printed Name)	_____ Title
4) _____ (Signature)	_____ (Printed Name)	_____ Title
5) _____ (Signature)	_____ (Printed Name)	_____ Title



Witness my hand and official seal:

Utahna M. Haines
Signature of Notary Public
My commission expires: 01/28/2028

Wyoming Alcohol Stock-2025

Maverik, Inc.								
Name	DOB	Address	Phone #	No. of years in Corp.	%Stock	Have you been convicted of a felony	Convicted of a violation relating to alcoholic liquor or malt beverages	Taking Office Date
M. Thomas Schofield	[REDACTED]	[REDACTED]	[REDACTED]	1 year 3 mo.	0.0%	No	No	5/1/2024
John Hillam	[REDACTED]	[REDACTED]	[REDACTED]	14	0.0%	No	No	4/18/2011
Crystal Maggelet	[REDACTED]	[REDACTED]	[REDACTED]	13	65.2%	No	No	12/22/2012
Tyler Call	[REDACTED]	[REDACTED]	[REDACTED]	6	0.0%	No	No	12/9/2019
Other Stockholders < 10%					34.8%			
					100.0%			

RENEWAL OF LIQUOR LICENSE OR PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY

Customer #: B70094

Trf from:

Reviewer: Initials Date

Agent: / /

Mgr: / /

Item # 18.

To be completed by City / Town / County Clerk

Local License #:

License

Fees Annual Fee: \$ 1500.00 Date filed with clerk: 7/28/25

Prorated Fee: \$ Advertising Dates: (2 Consecutive Weeks Prior to Hearing)

Transfer Fee: \$ 8/12/25 & 8/19/25

Publishing Fee: \$ 30.00 Public Hearing Date: 8/26/25

Publishing Fee Direct Billed to Applicant: ☐

License Term: 10/15/2025 Through 10/14/2026

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

Applicant (Business Name): THOLHOUSE LLC

Doing Business As (DBA) / Trade Name: HIDEAWAY BAR AND PACKAGE

Building to be licensed / Building Address: 211 RIVERVIEW AVE

MILLS, WY 82644 NATRONA

Local Mailing Address: 1470 HAZELWOOD DR

CASPER, WY 82609

Local Business Telephone Number: (307) 277-2760 Fax Number:

Business E-Mail Address: hideawaybarandpackage@gmail.com

Business Primary Contact: Keith A Tholl
First Name Last Name

FILING IN:	CITY OF MILLS	FILING AS:	LIMITED LIABILITY COMPANY (LLC)
TYPE OF LICENSE OR PERMIT: RETAIL LIQUOR LICENSE			
RETAIL LIQUOR LICENSE HOLDERS ONLY: PRIMARY BUSINESS TYPE (CHOOSE ONLY ONE)			
<input checked="" type="checkbox"/> ON-PREMISE BAR <input type="checkbox"/> OFF-PREMISE PACKAGE STORE <input type="checkbox"/> ON & OFF PREMISE BAR & PACKAGE STORE			
SPECIAL STATUTORY DESIGNATIONS (NONE IF BLANK)			
OPERATIONAL STATUS (To Assist the Liquor Division with scheduling inspections (W.S. 12-1-101(a)(xxi) / 12-2-301(c) / 12-4-103(a)(iv)))			
<input checked="" type="checkbox"/> FULL TIME <input type="checkbox"/> SEASONAL <input type="checkbox"/> NON-OPERATIONAL / PARKED		MONTHS OF OPERATION from _____ to _____ <input checked="" type="checkbox"/> All Year (Jan-Dec) DAYS OF WEEK OF OPERATION: from _____ to _____ <input checked="" type="checkbox"/> Every Day (Mon-Sun) HOURS OF OPERATION from 9am to 2am <input type="checkbox"/> 24 Hours a Day	

ALL APPLICANTS MUST COMPLETE QUESTIONS 1-3

1. BUILDING OWNERSHIP: W.S. 12-4-103(a)(iii)

Does the Applicant own or lease the licensed building?

- (a) The Applicant **OWNS** the licensed building. ☒ YES (own)
- (b) The Applicant **LEASES** the licensed building. ☐ YES (lease)
- (c) The Lease is current and on file with the licensing authority and Liquor Division. ☐ YES ☐ NO

If the building is leased and the lease is not current, please submit a copy of the lease and indicate:

- (i) Lease term expiration date; located on page _____ paragraph _____

Note: The lease term **MUST** continue at least through the term of the liquor license or permit

- (ii)
- Sales**
- provision for alcoholic or malt beverages: located, on page _____ paragraph _____

Note: The lease **MUST** contain a provision for **SALE OF ALCOHOLIC or MALT BEVERAGES**.

2. LIQUOR BUSINESS CONTROL: W.S. 12-4-601(b)

- (a) To operate the liquor business, has the business or license/permit been assigned, leased, transferred or contracted with any other person (entity) to operate and assert total or partial control of the license or permit or the licensed building? ☐ YES ☒ NO
- (b) If the answer was **YES** to 2(a) above, explain fully and submit any documents in connection there within.

3. INTEREST IN LICENSE OR PERMIT: W.S. 12-5-401, 12-5-402, 12-5-403

Does any alcohol manufacturer, brewer, rectifier, wholesaler, or through a subsidiary affiliate, officer, director or member of any such firm:

- (a) Hold any interest in the license/permit applied for? ☐ YES ☒ NO
- (b) Furnish by way of loan or any other money or financial assistance for purposes hereof in the 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 the answer was **YES** to any of the above, explain fully and submit any documents in connection there within.

4. RETAIL LIQUOR LICENSE-COUNTY LOCATIONS ONLY: W.S. 12-4-201(f)(ii)

Is the licensed building within five (5) miles of an incorporated town or city? ☐ YES ☐ NO

5. RETAIL LIQUOR LICENSE-COMMERCIAL SERVICE AIRPORTS ONLY: W.S. 12-4-201(m)

- (a) Will food and beverage services be contracted or subcontracted? ☐ YES ☐ NO
1. If **YES** to (a), is a copy of the current food and beverage contract on file with the licensing authority and Liquor Division? ☐ YES ☐ NO
2. If **NO** to (a) (1.), please attach a copy of the current contract.

6. RESTAURANT LIQUOR LICENSE ONLY: W.S. 12-4-407(a) / W.S. 12-4-408

- (a) Gross sales figures and percentages of income derived from: (Line 1) Liquor Sales: \$ _____ (_____ %)
(Line 2) Food Sales: \$ _____ (_____ %)
(Line 1 + Line 2 must = Line 3) (Line 3) Gross Sales: \$ _____ (_____ %)
- (b) Is a copy of the valid food service permit or the approved permit application attached? ☐ YES ☐ NO

7. BAR AND GRILL LICENSE LIQUOR LICENSE ONLY: W.S. 12-4-413(a) / W.S. 12-4-413(h),(j),(k)

- (a) Gross sales figures and percentages of income derived from: (Line 1) Liquor Sales: \$ _____ (_____ %)
(Line 2) Food Sales: \$ _____ (_____ %)
(Line 3) Entertainment Sales: \$ _____ (_____ %)
(Line 1 + Line 2 + Line 3 must = Line 4) (Line 4) Gross Sales: \$ _____ (_____ %)
- (b) Is a copy of the valid food service permit or the approved permit application attached? ☐ YES ☐ NO

8. MICROBREWERY PERMIT ONLY: PRODUCTION AND WHOLESALE DISTRIBUTION

- (a) Did the microbrewery at this location produce at least 50 barrels (1,550 gallons) but less than 50,000 barrels (1,550,000 gallons) during the previous license term? (W.S. 12-1-101(a)(xix)) ☐ YES ☐ NO
- (b) Are microbrewery products from this location being distributed to other alcohol retailers in Wyoming? (W.S. 12-2-201(a)) ☐ YES ☐ NO
- If **YES**, a wholesale malt beverage license from the Liquor Division will be required.

9. RESORT LIQUOR LICENSE: W.S. 12-4-401 through W.S. 12-4-403(b)

Does the resort complex:

- (a) Have an actual valuation of at least one million dollars, or have committed or expended at least one million dollars (\$1,000,000.00) on the complex, excluding the value of the land? W.S. 12-4-401(b)(i) ☐ YES ☐ NO
- (b) Include a restaurant and a convention facility; a convention facility that will seat at least one hundred (100) persons? W.S. 12-4-401(b)(ii) ☐ YES ☐ NO
- (c) Include motel, hotel or privately owned condominium, town house or home accommodations approved for short term occupancy with at least one hundred (100) sleeping rooms? W.S. 12-4-401(b)(iii) ☐ YES ☐ NO
- (d) If no on question (c), have a ski resort facility open to the general public in which has been committed or expended not less than 10 million dollars (\$10,000,000.00)? W.S. 12-4-401(b)(iv) ☐ YES ☐ NO
- (e) Will food and beverage services be contracted or subcontracted? W.S. 12-4-403(b) ☐ YES ☐ NO
1. If **YES** to (e), is a copy of the current food and beverage contract on file with the licensing authority and Liquor Division? ☐ YES ☐ NO
2. If **NO** to (e) (1.), please attach a copy of the current co

10. LIMITED RETAIL (CLUB) LIQUOR LICENSE: FRATERNAL CLUBS W.S. 12-1-101(a)(iii)(B)

- (a) Has the fraternal organization been actively operating in at least thirty-six (36) states? ☐ YES ☐ NO
- (b) Has the fraternal organization been actively in existence for at least twenty (20) years? ☐ YES ☐ NO

11. LIMITED RETAIL (CLUB) LIQUOR LICENSE: VETERANS CLUBS W.S. 12-1-101(a)(iii)(A)

- (a) Does the Veteran's organization hold a charter by the Congress of the United States? ☐ YES ☐ NO
- (b) Is the membership of the Veteran's organization comprised only of Veterans and its Duly organized auxiliary? ☐ YES ☐ NO

12. LIMITED RETAIL (CLUB) LIQUOR LICENSE: GOLF CLUBS W.S. 12-1-101(a)(iii)(D) / W.S. 12-4-301(e)

- (a) Does the golf club have more than fifty (50) bona fide members? ☐ YES ☐ NO
- (b) Does the Applicant, maintain, or operate a bona fide golf course together with a clubhouse? ☐ YES ☐ NO
- (c) Is the Applicant a Political Subdivision of the state that owns, maintains, or operates this golf course? ☐ YES ☐ NO
1. Will food and beverage services be contracted or subcontracted? W.S. 12-4-301(e) ☐ YES ☐ NO
2. If YES to (c) (1), is a copy of the current food and beverage contract on file with the licensing authority and Liquor Division? ☐ YES ☐ NO
3. If NO to (c) (1.), please attach a copy of the current contract.

13. LIMITED RETAIL (CLUB) LIQUOR LICENSE: SOCIAL CLUBS W.S. 12-1-101(a)(iii)(E) / W.S. 12-4-301(b)

- (a) Does the club 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 social 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) Is a true copy of the club bylaws on file with the licensing authority and Liquor Division? ☐ YES ☐ NO
1. If NO to (g), please attach a current copy the club bylaws.
- (h) Is a detailed statement with itemized expenditures of the club's activities during the last year attached? ☐ YES ☐ NO

14. If the Applicant is Filing As an Individual, Partnership, Political Subdivision, Organization or Other W.S. 12-4-102(a) (ii) & (iii)

Each individual, partner or club officer must complete all of the information below.
(If more information is required, list on a separate piece of paper and attach to this application.)

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip <i>DO NOT LIST PO BOXES</i>	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?	Have you been convicted within the previous 10 years of:	
					a Felony Violation Relating to Alcoholic Liquor or Malt Beverages?	any Violation Relating to Alcoholic Liquor or Malt Beverages?
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

15. If the Applicant is Filing As a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership W.S. 12-4-102(a)(iv) & (v)

Each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock or ownership of the corporation, limited liability company, limited liability partnership, or limited partnership.

Each Officer, Director or LLC member must complete all of the information below.
(If more information is required, list on a separate piece of paper and attach to this application)

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip DO NOT LIST PO BOXES	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock or Ownership Held	Have you been convicted within the previous 10 years of:	
						a Felony Violation Relating to Alcoholic Liquor or Malt Beverages?	any Violation Relating to Alcoholic Liquor or Malt Beverages?
Kerith Andrew Thohl					100%	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

REQUIRED ATTACHMENTS

- A copy of any lease agreements. W.S. 12-4-103(a)(iii)
- ☒ Bar & Grill or Restaurant liquor license Applicants, attach a copy of the current Food Service Permit or the approved permit application for the Applicant and for the licensed building location. 12-4-413(a) / W.S. 12-4-407(a)
- ☐ If food and beverage services will be contracted or subcontracted attach a copy of the contract or lease agreement W.S. 12-4-201(m) / W.S. 12-4-301(e) / W.S. 12-4-403(b)

OATH OR VERIFICATION

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

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

STATE OF WYOMING)

COUNTY OF Notrand) SS.

Signed and sworn to before me on this 28 day of July, 2025 that the facts alleged in the foregoing instrument are true by the following:

1) <u>[Signature]</u> (Signature)	<u>Kerith Thohl</u> (Printed Name)	<u>owner</u> Title
2) _____ (Signature)	_____ (Printed Name)	_____ Title
3) _____ (Signature)	_____ (Printed Name)	_____ Title
4) _____ (Signature)	_____ (Printed Name)	_____ Title
5) _____ (Signature)	_____ (Printed Name)	_____ Title

Witness my hand and official seal:

(SEAL)

My commission expires: 1/24/29

Signature of Notary Public

SARAH OSBORN
NOTARY PUBLIC
STATE OF WYOMING
COMMISSION ID: 152324
MY COMMISSION EXPIRES: 01/24/2029

RENEWAL OF LIQUOR LICENSE OR PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY		
Customer #:	O70090	Item # 18.
Trf from:		
Reviewer:	Initials	Date
Agent:		/ /
Mgr:		/ /

To be completed by City / Town / County Clerk		Local License #:
License Fees	Annual Fee: \$ <u>500.00</u>	Date filed with clerk: <u>6/19/2025</u>
	Prorated Fee: \$ _____	Advertising Dates: (2 Consecutive Weeks Prior to Hearing)
	Transfer Fee: \$ _____	<u>8/12/25</u> & <u>8/19/25</u>
	Publishing Fee: \$ <u>30.00</u>	Public Hearing Date: <u>8/26/2025</u>
Publishing Fee Direct Billed to Applicant: <input type="checkbox"/>		
License Term: <u>10/15/2025</u>		Through <u>10/14/2026</u>
LICENSING AUTHORITY: Begin publishing promptly. As W.S. 12-4-104(d) specifies: NO LICENSING AUTHORITY SHALL APPROVE OR DENY THE APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.		

Applicant (Business Name): <u>UNLOCKED VINES LLC</u>	
Doing Business As (DBA) / Trade Name: <u>UNLOCKED VINES</u>	
Building to be licensed / Building Address: <u>485 WEST VIEW WAY</u>	
<u>MILLS, WY 82604 NATRONA</u>	
Local Mailing Address: <u>485 WEST VIEW WAY</u>	
<u>MILLS, WY 82604</u>	
Local Business Telephone Number: <u>(307) 215-9215</u>	Fax Number:
Business E-Mail Address: <u>hello@unlockedvines.com</u>	
Business Primary Contact: <u>Christopher</u>	<u>Volzke</u>
First Name	Last Name

FILING IN:	<u>CITY OF MILLS</u>	FILING AS:	<u>LIMITED LIABILITY COMPANY (LLC)</u>
TYPE OF LICENSE OR PERMIT: <u>WINERY PERMIT</u>			
RETAIL LIQUOR LICENSE HOLDERS ONLY: PRIMARY BUSINESS TYPE (CHOOSE ONLY ONE)			
<input type="checkbox"/> ON-PREMISE BAR <input type="checkbox"/> OFF-PREMISE PACKAGE STORE <input type="checkbox"/> ON & OFF PREMISE BAR & PACKAGE STORE			
SPECIAL STATUTORY DESIGNATIONS (NONE IF BLANK)			
OPERATIONAL STATUS (To Assist the Liquor Division with scheduling inspections (W.S. 12-1-101(a)(xxi) / 12-2-301(c) / 12-4-103(a)(iv)))			
<input checked="" type="checkbox"/> FULL TIME	MONTHS OF OPERATION	from _____ to _____	<input checked="" type="checkbox"/> All Year (Jan-Dec)
<input type="checkbox"/> SEASONAL	DAYS OF WEEK OF OPERATION:	from _____ to _____	<input type="checkbox"/> Every Day (Mon-Sun)
<input type="checkbox"/> NON-OPERATIONAL / PARKED	HOURS OF OPERATION	from _____ to _____	<input type="checkbox"/> 24 Hours a Day

ALL APPLICANTS MUST COMPLETE QUESTIONS 1- 3

1. BUILDING OWNERSHIP: W.S. 12-4-103(a)(iii)

Does the Applicant own or lease the licensed building?

- (a) The Applicant **OWNS** the licensed building. ☐ YES (own)
- (b) The Applicant **LEASES** the licensed building. ☒ YES (lease)
- (c) The Lease is current and on file with the licensing authority and Liquor Division. ☒ YES ☐ NO

If the building is leased and the lease is not current, please submit a copy of the lease and indicate:

- (i) Lease term expiration date; located on page _____ paragraph _____.

Note: The lease term **MUST** continue at least through the term of the liquor license or permit

- (ii) **Sales** provision for alcoholic or malt beverages; located, on page _____ paragraph _____.

Note: The lease **MUST** contain a provision for **SALE OF ALCOHOLIC or MALT BEVERAGES**.

2. LIQUOR BUSINESS CONTROL: W.S. 12-4-601(b)

- (a) To operate the liquor business, has the business or license/permit been assigned, leased, transferred or contracted with any other person (entity) to operate and assert total or partial control of the license or permit or the licensed building? ☐ YES ☒ NO

(b) If the answer was **YES** to 2(a) above, explain fully and submit any documents in connection there within.

3. INTEREST IN LICENSE OR PERMIT: W.S. 12-5-401, 12-5-402, 12-5-403

Does any alcohol manufacturer, brewer, rectifier, wholesaler, or through a subsidiary affiliate, officer, director or member of any such firm:

- (a) Hold any interest in the license/permit applied for? ☐ YES ☒ NO
- (b) Furnish by way of loan or any other money or financial assistance for purposes hereof in the 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 the answer was **YES** to any of the above, explain fully and submit any documents in connection there within.

4. RETAIL LIQUOR LICENSE-COUNTY LOCATIONS ONLY: W.S. 12-4-201(f)(ii)

Is the licensed building within five (5) miles of an incorporated town or city? ☐ YES ☐ NO

5. RETAIL LIQUOR LICENSE-COMMERCIAL SERVICE AIRPORTS ONLY: W.S. 12-4-201(m)

- (a) Will food and beverage services be contracted or subcontracted? ☐ YES ☐ NO
1. If **YES** to (a), is a copy of the current food and beverage contract on file with the licensing authority and Liquor Division? ☐ YES ☐ NO
2. If **NO** to (a) (1.), please attach a copy of the current contract.

6. RESTAURANT LIQUOR LICENSE ONLY: W.S. 12-4-407(a) / W.S. 12-4-408

- (a) Gross sales figures and percentages of income derived from: (Line 1) Liquor Sales: \$ _____ (_____ %)
- (Line 2) Food Sales: \$ _____ (_____ %)
- (Line 1 + Line 2 must = Line 3) (Line 3) Gross Sales: \$ _____ (_____ %)
- (b) Is a copy of the valid food service permit or the approved permit application attached? ☐ YES ☐ NO

7. BAR AND GRILL LICENSE LIQUOR LICENSE ONLY: W.S. 12-4-413(a) / W.S. 12-4-413(h),(j),(k)

- (a) Gross sales figures and percentages of income derived from: (Line 1) Liquor Sales: \$ _____ (_____ %)
- (Line 2) Food Sales: \$ _____ (_____ %)
- (Line 3) Entertainment Sales: \$ _____ (_____ %)
- (Line 1 + Line 2 + Line 3 must = Line 4) (Line 4) Gross Sales: \$ _____ (_____ %)
- (b) Is a copy of the valid food service permit or the approved permit application attached? ☐ YES ☐ NO

8. MICROBREWERY PERMIT ONLY: PRODUCTION AND WHOLESALE DISTRIBUTION

- (a) Did the microbrewery at this location produce at least 50 barrels (1,550 gallons) but less than 50,000 barrels (1,550,000 gallons) during the previous license term? (W.S. 12-1-101(a)(xix)) ☐ YES ☐ NO
- (b) Are microbrewery products from this location being distributed to other alcohol retailers in Wyoming? (W.S. 12-2-201(a)) ☐ YES ☐ NO
- If **YES**, a wholesale malt beverage license from the Liquor Division will be required.

9. RESORT LIQUOR LICENSE: W.S. 12-4-401 through W.S. 12-4-403(b)

Does the resort complex:

- (a) Have an actual valuation of at least one million dollars, or have committed or expended at least one million dollars (\$1,000,000.00) on the complex, excluding the value of the land? W.S. 12-4-401(b)(i) ☐ YES ☐ NO
- (b) Include a restaurant and a convention facility; a convention facility that will seat at least one hundred (100) persons? W.S. 12-4-401(b)(ii) ☐ YES ☐ NO
- (c) Include motel, hotel or privately owned condominium, town house or home accommodations approved for short term occupancy with at least one hundred (100) sleeping rooms? W.S. 12-4-401(b)(iii) ☐ YES ☐ NO
- (d) If no on question (c), have a ski resort facility open to the general public in which has been committed or expended not less than 10 million dollars (\$10,000,000.00)? W.S. 12-4-401(b)(iv) ☐ YES ☐ NO
- (e) Will food and beverage services be contracted or subcontracted? W.S. 12-4-403(b) ☐ YES ☐ NO
1. If **YES** to (e), is a copy of the current food and beverage contract on file with the licensing authority and Liquor Division? ☐ YES ☐ NO
2. If **NO** to (e) (1.), please attach a copy of the current contract.

10. LIMITED RETAIL (CLUB) LIQUOR LICENSE: FRATERNAL CLUBS W.S. 12-1-101(a)(iii)(B)

- (a) Has the fraternal organization been actively operating in at least thirty-six (36) states? ☐ YES ☐ NO
- (b) Has the fraternal organization been actively in existence for at least twenty (20) years? ☐ YES ☐ NO

11. LIMITED RETAIL (CLUB) LIQUOR LICENSE: VETERANS CLUBS W.S. 12-1-101(a)(iii)(A)

- (a) Does the Veteran's organization hold a charter by the Congress of the United States? ☐ YES ☐ NO
- (b) Is the membership of the Veteran's organization comprised only of Veterans and its Duly organized auxiliary? ☐ YES ☐ NO

12. LIMITED RETAIL (CLUB) LIQUOR LICENSE: GOLF CLUBS W.S. 12-1-101(a)(iii)(D) / W.S. 12-4-301(e)

- (a) Does the golf club have more than fifty (50) bona fide members? ☐ YES ☐ NO
- (b) Does the Applicant, maintain, or operate a bona fide golf course together with a clubhouse? ☐ YES ☐ NO
- (c) Is the Applicant a Political Subdivision of the state that owns, maintains, or operates this golf course? ☐ YES ☐ NO
1. Will food and beverage services be contracted or subcontracted? W.S. 12-4-301(e) ☐ YES ☐ NO
2. If YES to (c) (1), is a copy of the current food and beverage contract on file with the licensing authority and Liquor Division? ☐ YES ☐ NO
3. If NO to (c) (1), please attach a copy of the current contract.

13. LIMITED RETAIL (CLUB) LIQUOR LICENSE: SOCIAL CLUBS W.S. 12-1-101(a)(iii)(E) / W.S. 12-4-301(b)

- (a) Does the club 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 social 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) Is a true copy of the club bylaws on file with the licensing authority and Liquor Division? ☐ YES ☐ NO
1. If NO to (g), please attach a current copy the club bylaws.
- (h) Is a detailed statement with itemized expenditures of the club's activities during the last year attached? ☐ YES ☐ NO

14. If the Applicant is Filing As an Individual, Partnership, Political Subdivision, Organization or Other W.S. 12-4-102(a) (ii) & (iii)

Each individual, partner or club officer must complete all of the information below.
(If more information is required, list on a separate piece of paper and attach to this application.)

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip DO NOT LIST PO BOXES	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 within the previous 10 years of:	
					a Felony Violation Relating to Alcoholic Liquor or Malt Beverages?	any Violation Relating to Alcoholic Liquor or Malt Beverages?
				YES <input type="checkbox"/>	YES <input type="checkbox"/>	YES <input type="checkbox"/>
				NO <input type="checkbox"/>	NO <input type="checkbox"/>	NO <input type="checkbox"/>
				YES <input type="checkbox"/>	YES <input type="checkbox"/>	YES <input type="checkbox"/>
				NO <input type="checkbox"/>	NO <input type="checkbox"/>	NO <input type="checkbox"/>
				YES <input type="checkbox"/>	YES <input type="checkbox"/>	YES <input type="checkbox"/>
				NO <input type="checkbox"/>	NO <input type="checkbox"/>	NO <input type="checkbox"/>
				YES <input type="checkbox"/>	YES <input type="checkbox"/>	YES <input type="checkbox"/>
				NO <input type="checkbox"/>	NO <input type="checkbox"/>	NO <input type="checkbox"/>

15. If the Applicant is Filing As a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership W.S. 12-4-102(a)(iv) & (v)

Item # 18.

Each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock or ownership of the corporation, limited liability company, limited liability partnership, or limited partnership.

Each Officer, Director or LLC member must complete all of the information below.
(If more information is required, list on a separate piece of paper and attach to this application)

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip <i>DO NOT LIST PO BOXES</i>	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock or Ownership Held	Have you been convicted within the previous 10 years of:	
						a Felony Violation Relating to Alcoholic Liquor or Malt Beverages?	any Violation Relating to Alcoholic Liquor or Malt Beverages?
Christopher Volzke	[REDACTED]	[REDACTED]	[REDACTED]	1	50	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Angela Volzke	[REDACTED]	[REDACTED]	[REDACTED]	1	50	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

REQUIRED ATTACHMENTS

- ☒ A copy of any lease agreements. W.S. 12-4-103(a)(iii)
- ☐ Bar & Grill or Restaurant liquor license Applicants, attach a copy of the current Food Service Permit or the approved permit application for the Applicant and for the licensed building location. 12-4-413(a) / W.S. 12-4-407(a)
- ☐ If food and beverage services will be contracted or subcontracted attach a copy of the contract or lease agreement W.S. 12-4-201(m) / W.S. 12-4-301(e) / W.S. 12-4-403(b)

OATH OR VERIFICATION

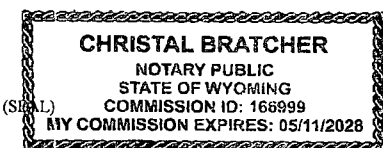
Requires signatures by **ALL** Individuals, **ALL** Partners, **ONE (1)** LLC Member, or **TWO (2)** Corporate Officers or Directors except that if all the stock of the corporation is owned by **ONE (1)** individual then that individual may sign and verify the application upon his oath, or **TWO (2)**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

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

STATE OF WYOMING)
) SS.
COUNTY OF Natrona)

Signed and sworn to before me on this 18th day of June, 2025 that the facts alleged in the foregoing instrument are true by the following:

1) <u>[Signature]</u> (Signature)	<u>Christopher Volzke</u> (Printed Name)	<u>Co-Founding Member</u> Title
2) _____ (Signature)	_____ (Printed Name)	_____ Title
3) _____ (Signature)	_____ (Printed Name)	_____ Title
4) _____ (Signature)	_____ (Printed Name)	_____ Title
5) _____ (Signature)	_____ (Printed Name)	_____ Title



Witness my hand and official seal:

Christal Bratcher
Signature of Notary Public

My commission expires: 5/11/28

RENEWAL OF LIQUOR LICENSE OR PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY

Customer #: C7188

Trf from:

Reviewer: Initials

Date

Agent:

Mgr:

Item # 18.

To be completed by City / Town / County Clerk

Local License #:

License

Fees

Annual Fee: \$ 1500.00

Prorated Fee: \$

Transfer Fee: \$

Publishing Fee: \$ 30.00

Date filed with clerk: 7/8/25

Advertising Dates: (2 Consecutive Weeks Prior to Hearing)

8/12/25 & 8/19/25

Public Hearing Date: 8/26/25

Publishing Fee Direct Billed to Applicant: ☐

License Term:

10/15/2025

Through

10/14/2026

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

Applicant (Business Name): WYOMING DOWNS OTB20 LLCDoing Business As (DBA) / Trade Name: WYOMING DOWNS OTB20Building to be licensed / Building Address: 4100 W YELLOWSTONE HWYMILLS, WY 82644 NATRONALocal Mailing Address: 7705 W POST RDLAS VEGAS, NV 89113Local Business Telephone Number: (702) 425-5440

Fax Number:

Business E-Mail Address: tlacock@wydowns.com

TraciLacock@Ecl-Ent.com

Business Primary Contact: Traci

Lacock

First Name

Last Name

FILING IN:	<u>CITY OF MILLS</u>	FILING AS:	<u>LIMITED LIABILITY COMPANY (LLC)</u>
TYPE OF LICENSE OR PERMIT: RETAIL LIQUOR LICENSE			
RETAIL LIQUOR LICENSE HOLDERS ONLY: PRIMARY BUSINESS TYPE (CHOOSE ONLY ONE)			
<input checked="" type="checkbox"/> ON-PREMISE BAR <input type="checkbox"/> OFF-PREMISE PACKAGE STORE <input type="checkbox"/> ON & OFF PREMISE BAR & PACKAGE STORE			
SPECIAL STATUTORY DESIGNATIONS (NONE IF BLANK)			
OPERATIONAL STATUS (To Assist the Liquor Division with scheduling inspections (W.S. 12-1-101(a)(xxi) / 12-2-301(c) / 12-4-103(a)(iv)))			
<input checked="" type="checkbox"/> FULL TIME <input type="checkbox"/> SEASONAL <input type="checkbox"/> NON-OPERATIONAL / PARKED		MONTHS OF OPERATION from _____ to _____ <input checked="" type="checkbox"/> All Year (Jan-Dec) DAYS OF WEEK OF OPERATION: from _____ to _____ <input checked="" type="checkbox"/> Every Day (Mon-Sun) HOURS OF OPERATION from <u>see below</u> to _____ <input type="checkbox"/> 24 Hours a Day	

ALL APPLICANTS MUST COMPLETE QUESTIONS 1- 3

Mon – Sat 10:30am – 12am

Sun 10:30am – 10pm

1. BUILDING OWNERSHIP: W.S. 12-4-103(a)(iii)

Does the Applicant own or lease the licensed building?

(a) The Applicant **OWNS** the licensed building.☒ YES (own)(b) The Applicant **LEASES** the licensed building.☐ YES (lease)

(c) The Lease is current and on file with the licensing authority and Liquor Division.

☐ YES ☐ NO

If the building is leased and the lease is not current, please submit a copy of the lease and indicate:

(i) Lease term expiration date; located on page _____ paragraph _____.

Note: The lease term **MUST** continue at least through the term of the liquor license or permit

(ii) Sales provision for alcoholic or malt beverages; located, on page _____ paragraph _____.

Note: The lease **MUST** contain a provision for **SALE OF ALCOHOLIC or MALT BEVERAGES**.

2. LIQUOR BUSINESS CONTROL: W.S. 12-4-601(b)

- (a) To operate the liquor business, has the business or license/permit been assigned, leased, transferred or contracted with any other person (entity) to operate and assert total or partial control of the license or permit or the licensed building? ☐ YES ☒ NO

(b) If the answer was **YES** to 2(a) above, explain fully and submit any documents in connection there within.

3. INTEREST IN LICENSE OR PERMIT: W.S. 12-5-401, 12-5-402, 12-5-403

Does any alcohol manufacturer, brewer, rectifier, wholesaler, or through a subsidiary affiliate, officer, director or member of any such firm:

- (a) Hold any interest in the license/permit applied for? ☐ YES ☒ NO
- (b) Furnish by way of loan or any other money or financial assistance for purposes hereof in the 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 the answer was **YES** to any of the above, explain fully and submit any documents in connection there within.

4. RETAIL LIQUOR LICENSE-COUNTY LOCATIONS ONLY: W.S. 12-4-201(f)(ii)

Is the licensed building within five (5) miles of an incorporated town or city? ☒ YES ☐ NO

5. RETAIL LIQUOR LICENSE-COMMERCIAL SERVICE AIRPORTS ONLY: W.S. 12-4-201(m)

- (a) Will food and beverage services be contracted or subcontracted? ☐ YES ☐ NO
1. If **YES** to (a), is a copy of the current food and beverage contract on file with the licensing authority and Liquor Division? ☐ YES ☐ NO
2. If **NO** to (a) (1.), please attach a copy of the current contract.

6. RESTAURANT LIQUOR LICENSE ONLY: W.S. 12-4-407(a) / W.S. 12-4-408

- (a) Gross sales figures and percentages of income derived from: (Line 1) Liquor Sales: \$ _____ (_____%)
(Line 2) Food Sales: \$ _____ (_____%)
(Line 1 + Line 2 must = Line 3) (Line 3) Gross Sales: \$ _____ (_____%)
- (b) Is a copy of the valid food service permit or the approved permit application attached? ☐ YES ☐ NO

7. BAR AND GRILL LICENSE LIQUOR LICENSE ONLY: W.S. 12-4-413(a) / W.S. 12-4-413(h),(j),(k)

- (a) Gross sales figures and percentages of income derived from: (Line 1) Liquor Sales: \$ _____ (_____%)
(Line 2) Food Sales: \$ _____ (_____%)
(Line 3) Entertainment Sales: \$ _____ (_____%)
(Line 1 + Line 2 + Line 3 must = Line 4) (Line 4) Gross Sales: \$ _____ (_____%)
- (b) Is a copy of the valid food service permit or the approved permit application attached? ☐ YES ☐ NO

8. MICROBREWERY PERMIT ONLY: PRODUCTION AND WHOLESALE DISTRIBUTION

- (a) Did the microbrewery at this location produce at least 50 barrels (1,550 gallons) but less than 50,000 barrels (1,550,000 gallons) during the previous license term? (W.S. 12-1-101(a)(xix)) ☐ YES ☐ NO
- (b) Are microbrewery products from this location being distributed to other alcohol retailers in Wyoming? (W.S. 12-2-201(a)) ☐ YES ☐ NO
- If **YES**, a wholesale malt beverage license from the Liquor Division will be required.

9. RESORT LIQUOR LICENSE: W.S. 12-4-401 through W.S. 12-4-403(b)

Does the resort complex:

- (a) Have an actual valuation of at least one million dollars, or have committed or expended at least one million dollars (\$1,000,000.00) on the complex, excluding the value of the land? W.S. 12-4-401(b)(i) ☐ YES ☐ NO
- (b) Include a restaurant and a convention facility; a convention facility that will seat at least one hundred (100) persons? W.S. 12-4-401(b)(ii) ☐ YES ☐ NO
- (c) Include motel, hotel or privately owned condominium, town house or home accommodations approved for short term occupancy with at least one hundred (100) sleeping rooms? W.S. 12-4-401(b)(iii) ☐ YES ☐ NO
- (d) If no on question (c), have a ski resort facility open to the general public in which has been committed or expended not less than 10 million dollars (\$10,000,000.00)? W.S. 12-4-401(b)(iv) ☐ YES ☐ NO
- (e) Will food and beverage services be contracted or subcontracted? W.S. 12-4-403(b) ☐ YES ☐ NO
1. If **YES** to (e), is a copy of the current food and beverage contract on file with the licensing authority and Liquor Division? ☐ YES ☐ NO
2. If **NO** to (e) (1.), please attach a copy of the current contract

10. LIMITED RETAIL (CLUB) LIQUOR LICENSE: FRATERNAL CLUBS W.S. 12-1-101(a)(iii)(B)

- (a) Has the fraternal organization been actively operating in at least thirty-six (36) states? ☐ YES ☐ NO
- (b) Has the fraternal organization been actively in existence for at least twenty (20) years? ☐ YES ☐ NO

11. LIMITED RETAIL (CLUB) LIQUOR LICENSE: VETERANS CLUBS W.S. 12-1-101(a)(iii)(A)

- (a) Does the Veteran's organization hold a charter by the Congress of the United States? ☐ YES ☐ NO
- (b) Is the membership of the Veteran's organization comprised only of Veterans and its Duty organized auxiliary? ☐ YES ☐ NO

12. LIMITED RETAIL (CLUB) LIQUOR LICENSE: GOLF CLUBS W.S. 12-1-101(a)(iii)(D) / W.S. 12-4-301(e)

- (a) Does the golf club have more than fifty (50) bona fide members? ☐ YES ☐ NO
- (b) Does the Applicant, maintain, or operate a bona fide golf course together with a clubhouse? ☐ YES ☐ NO
- (c) Is the Applicant a Political Subdivision of the state that owns, maintains, or operates this golf course? ☐ YES ☐ NO
1. Will food and beverage services be contracted or subcontracted? W.S. 12-4-301(e) ☐ YES ☐ NO
2. If YES to (c) (1), is a copy of the current food and beverage contract on file with the licensing authority and Liquor Division? ☐ YES ☐ NO
3. If NO to (c) (1.), please attach a copy of the current contract.

13. LIMITED RETAIL (CLUB) LIQUOR LICENSE: SOCIAL CLUBS W.S. 12-1-101(a)(iii)(E) / W.S. 12-4-301(b)

- (a) Does the club 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 social 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) Is a true copy of the club bylaws on file with the licensing authority and Liquor Division? ☐ YES ☐ NO
1. If NO to (g), please attach a current copy the club bylaws.
- (h) Is a detailed statement with itemized expenditures of the club's activities during the last year attached? ☐ YES ☐ NO

14. If the Applicant is Filing As an Individual, Partnership, Political Subdivision, Organization or Other W.S. 12-4-102(a) (ii) & (iii)

Each individual, partner or club officer must complete all of the information below.
(If more information is required, list on a separate piece of paper and attach to this application.)

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip DO NOT LIST PO BOXES	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 within the previous 10 years of:	
					a Felony Violation Relating to Alcoholic Liquor or Malt Beverages?	any Violation Relating to Alcoholic Liquor or Malt Beverages?
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

15. If the Applicant is Filing As a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership W.S. 12-4-102(a)(iv) & (v)

Each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock or ownership of the corporation, limited liability company, limited liability partnership, or limited partnership.

Each Officer, Director or LLC member must complete all of the information below.
(If more information is required, list on a separate piece of paper and attach to this application)

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip <i>DO NOT LIST PO BOXES</i>	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock or Ownership Held	Have you been convicted within the previous 10 years of:	
						a Felony Violation Relating to Alcoholic Liquor or Malt Beverages?	any Violation Relating to Alcoholic Liquor or Malt Beverages?
Ron Winchell				<1yr.	50%	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Marc Falcone				<1yr.	50%	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

REQUIRED ATTACHMENTS

- ☐ A copy of any lease agreements. W.S. 12-4-103(a)(iii)
- ☐ Bar & Grill or Restaurant liquor license Applicants, attach a copy of the current Food Service Permit or the approved permit application for the Applicant and for the licensed building location. 12-4-413(a) / W.S. 12-4-407(a)
- ☐ If food and beverage services will be contracted or subcontracted attach a copy of the contract or lease agreement W.S. 12-4-201(m) / W.S. 12-4-301(e) / W.S. 12-4-403(b)

OATH OR VERIFICATION

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

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

Nevada

STATE OF ~~WYOMING~~)
) SS.
COUNTY OF Clark)

Signed and sworn to before me on this 30th day of June, 2025 that the facts alleged in the foregoing instrument are true by the following:

1) <u>[Signature]</u> (Signature)	<u>Marc Falcone</u> (Printed Name)	<u>Manager</u> Title
2) <u>[Signature]</u> (Signature)	<u>Ronald Winchell</u> (Printed Name)	<u>Manager</u> Title
3) _____ (Signature)	_____ (Printed Name)	_____ Title
4) _____ (Signature)	_____ (Printed Name)	_____ Title
5) _____ (Signature)	_____ (Printed Name)	_____ Title

Witness my hand and official seal:

[Signature]
Signature of Notary Public

My commission expires: Aug 16, 2026

