

A message from Mary Coonts, owner of Mary's Bake Shoppe

2005 Business and Fire Review

Happy Holidays to all past customers and citizens of Cheyenne, Wyoming. I appreciate all of the kind thoughts and wishes that I have received from all you this past year. I wish that Mary's Bake Shoppe was providing your holiday bake goods this year.

The December 27, 2004 Cheyenne fire destroyed the building where Mary's Bake Shoppe was located. I had opened Mary's Bake Shoppe in March 1996. The business began as a labor of love. Any startup business requires long hours and no days off. I was able to purchase 206 West Lincolnway on July 1998 and made a commitment to grow with Downtown Cheyenne. From the inception of Mary's Bake Shoppe, I donated bakery items to never ending list of Cheyenne charities.

My business continued to grow with each passing year. In addition to the daily retail sales, bakery items were provided to Cheyenne restaurants. 2005 was to be the launch of a bakery product line that would be sent via Internet or direct mail.

The December 27, 2004 fire destroyed my business, but at the beginning I was optimistic about reopening at a later date. I cooperated with the City of Cheyenne and my insurance company from the onset of the fire. I had never encountered a disaster of this magnitude and my spirit was crushed, but not broken. I was invited and attended only two city meetings with Cheyenne officials regarding the fire recovery. I asked repeatedly that the City of Cheyenne keep me informed and involved with all fire damaged demolition issues concerning 206 W. Lincolnway. The City of Cheyenne ceased to contact me regarding any fire follow-up.

On January 20, 2005 I had a demolition contractor start a demolition contract bid and received the bid proposal on January 26, 2005. The demolition contractor was informed by me that a second contractor demolition bid proposal was to be prepared for comparison. Permission was not granted to commence demolition.

At 9:00 AM, January 28, 2005 I met with the second demolition contractor at 206 W. Lincolnway. To my surprise, demolition had already begun on the front of my building. Along with the second demolition contractor, City of Cheyenne officials were at the site. I told the city officials that permission was not granted for demolition of my building. City of Cheyenne officials threatened me and claimed that the demolition would proceed. According to the city official, if I delayed the demolition progress, the city would force the demolition of 206 W. Lincolnway. (Continued in next column.)

I rushed and had the second contractor prepare the demolition bid that afternoon. At 4:15 PM January 28, 2005, the City of Cheyenne issued a Notice and Order to me that ordered the demolition. I was given two days to obtain permits and fourteen days to remove the structure. The Notice and Order was received late Friday afternoon.

On February 3, 2005 a second City of Cheyenne Notice and Order was sent to me in the late afternoon. The original January 28, 2005 Notice and Order was cancelled and the City of Cheyenne retained the original demolition contractor to remove 206 W. Lincolnway. Since the demolition had begun against my will on January 28, 2005, I lost all appeals regarding the City of Cheyenne Notice and Order. By mid February, 206 W. Lincolnway was demolished and cleared. The City of Cheyenne issued a lien against me and my property for \$104,817.15.

When 206 W. Lincolnway was demolished my entire bakery equipment valued at over \$200,000.00 was disposed at the landfill. I was not contacted and allowed to view or salvage any items except for a few pans. The majority of the bakery equipment items were steel and had salvage value. Those bakery items could have been recycled to a temporary bakery location.

Commencing December 27, 2004, the cause of the fire was being investigated by the City of Cheyenne Fire and Police. I was interviewed originally on December 28, 2004 by Cheyenne Fire, Police and the Alcohol, Tobacco and Firearms Federal Agency. By March 4, 2005, local media reported the fire was of a suspicious origin.

From that point on, my property insurance fire benefits were frozen. I was interviewed and interrogated by the Cheyenne Police Department for three hours. I was required to submit to a four hour deposition for my property insurance carrier. Rumors and allegations surfaced in the media and public that caused me great pain and harm to my personal and business reputation.

I continued to receive telephone calls for bakery products, but was unable to fulfill any client requests. I had no means to open a temporary bakery location. To pay my continuing bakery business loans, legal expenses, business insurance and basic bills I took employment as a catering manager.

The insurance and police investigation continued into the summer months. On July 14, 2005 a third City of Cheyenne Notice and Order was received by me. I was advised that I had two days to obtain permits and seven days to fence in 206 W. Lincolnway for public safety. The property already had a construction fence in place when the order was received. I attempted to communicate with Cheyenne city officials by phone, fax and e-mail, but had no response from the City of Cheyenne.

After October 12, 2005, my insurance carrier agreed to pay off my insurance claims. On October 17, 2005 Cheyenne Police contacted my attorney and said that they had no intention of filing a criminal case against me regarding the fire. After suffering ten months of stress and financial ruin, I have requested the fire investigation lab report. The lab report request was refused by Cheyenne Police.

If the December 27, 2004 fire cause is unknown, I want to know the current status of the Cheyenne Police Investigation. I have endured a cloud of suspicion this past year and I want my name and business reputation redeemed. My ten year old business has been destroyed and I am left with massive legal and property expenses.

According to a Cheyenne legal source, the City of Cheyenne may be considering plans to pursue a foreclosure action of the lien on my property at 206 W. Lincolnway. Thanks to the City of Cheyenne and the Cheyenne Police Department, I have been prescribed anti-depressant medication.

The Cheyenne daily paper now is reporting that a hotel may replace the site of the city fire. Please notice that there has been no comment from Mary's Bake Shoppe. It is unfortunate that my opinion has no value on such a newsworthy story.

With all the false accusations, innuendos and rumors concerning me and Mary's Bake Shoppe, my past year is now available to the public. I hope your thoughts and concerns have been answered. If anyone has information regarding the December 27, 2004 fire or the City of Cheyenne follow-up, I would appreciate any feedback (635-6279). As events unfold, I will update through the Cheyenne Herald.

Once again, thank you all for your support. Happy Holidays!

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