AGENDA
CITY OF SHERIDAN
AUGUST 25, 2025
STUDY SESSION COUNCIL MEETING START 5:30 P.M.

1. Discussion of PL-25-20, Resolution 22-25, Gillispie Draw Subdivision Final Plat - City Planner Kelly Schroeder

2. Discussion of PL-25-21, Ordinance 2295, Sheridan Heights Ranch, LLC De-annexation of 3.64 Acres - City Planner Kelly Schroeder

3. Discussion of PL-25-26, Ordinance 2297, Annexation of 4.15 Acres - City Planner Kelly Schroeder

4. Discussion of PL-25-22, Ordinance 2296, Rezone 1.78 Acres from B-1 to M-1 at 1140 Coffeen Ave - City Planner Kelly Schroeder

5. Discussion of Ownership Transfer for Verdello's, Retail Liquor License #22, from Verdello LLC to Verdello Market, Inc.

6. Discussion of Resolution 24-25: Revocation of the Standing Audit Committee - City Administrator Stuart McRae and City Treasurer Darla Hawkins

7. Discussion of Dissolution of Northeast Wyoming Growth Alliance (NEWGA) and Distribution of Member Investment Returns – City Administrator Stuart McRae

8. General Discussion and Potential Future Agenda Items - City Administrator Stuart J. McRae
   A. Council Request for Future Agenda Items.

CITY OF SHERIDAN, WYOMING

55 Grinnell Street, P.O. Box 848, Sheridan Wyoming 82801
Ph (307) 674-6483 Fax (307) 674-2195

Planning

MEMORANDUM

RE: Discussion of PL-25-20, Resolution 22-25, Gillispie Draw Subdivision Final Plat - City Planner Kelly Schroeder
From: Kelly Schroeder, Planning Director
To: City Council
CC:
Date: 08/07/2025

Background:

Morrison-Maierle, on behalf of Sheridan Heights Ranch, LLC, has submitted an application for Gillispie Draw Subdivision, a County conservation design subdivision located north of the Kendrick Municipal Golf Course with access off of W. 5th Street (PINs 56841910000533, 56843030000100, 56842910000200, and 56842910000210). The subject property is currently unplatted County land and is primarily zoned A-Agriculture with two small UR-Urban Residential areas. The applicant seeks to divide 622.93 acres into 15 lots, two of which will be conservation lots maintained by the Sheridan Community Land Trust. The remaining 13 lots will be residential use lots ranging from 4.47 acres to 9.28 acres in size.

The subject property is located north of the Kendrick Municipal Golf Course and will be accessed from W. 5th Street. It is adjacent to City limits along the Kendrick Golf Course. Parts of the property are located within City limits, but a petition to de-annex these portions has been filed with the City and with the County, and is currently moving through the approval process (see PL-25-21).

The proposed subdivision will be accessed from W. 5th Street with a 60-foot private access easement to be known as Gillispie Drive. A proposed internal private road to be known as Porcupine Lane will also be located in a 60-foot private access easement. Gillispie Drive will tie into W. 5th Street, which is currently a City-owned road but located within the County. A stop sign will be placed at the intersection along with a sign alerting drivers to possible bicyclists and pedestrians coming from the Soldier Ridge trail to the City of Sheridan pathway system.

The proposed subdivision will be served by private wells and private septic systems.

The Future Land Use Map of the Joint Planning Area identifies this area as appropriate for agricultural use, which includes ranching and low-intensity residential uses. For conservation design subdivisions, such as this one, the Joint Land Use Plan recommends a net development density of 1 unit per 20 acres. The proposed subdivision will have approximately 1 residential unit per 48 acres, which is well above the recommended minimum. The Joint Land Use Plan also shows the proposed subdivision lies outside of the Urban Service Area boundary, meaning that it is unlikely that the City will provide future municipal water or sewer services to the area.

Discussion:

The Memorandum of Understanding Between Sheridan County and the City of Sheridan Regarding the Subdivision of Land within One Mile of the Contiguous Corporate Limits, dated April 27, 2022, outlines the responsibilities of the two jurisdictions in reviewing and taking action on development proposals within the Joint Planning Area. The MOU stipulates that City staff and the City Governing Body shall have the opportunity to make comments and suggestions on development plans in the area.

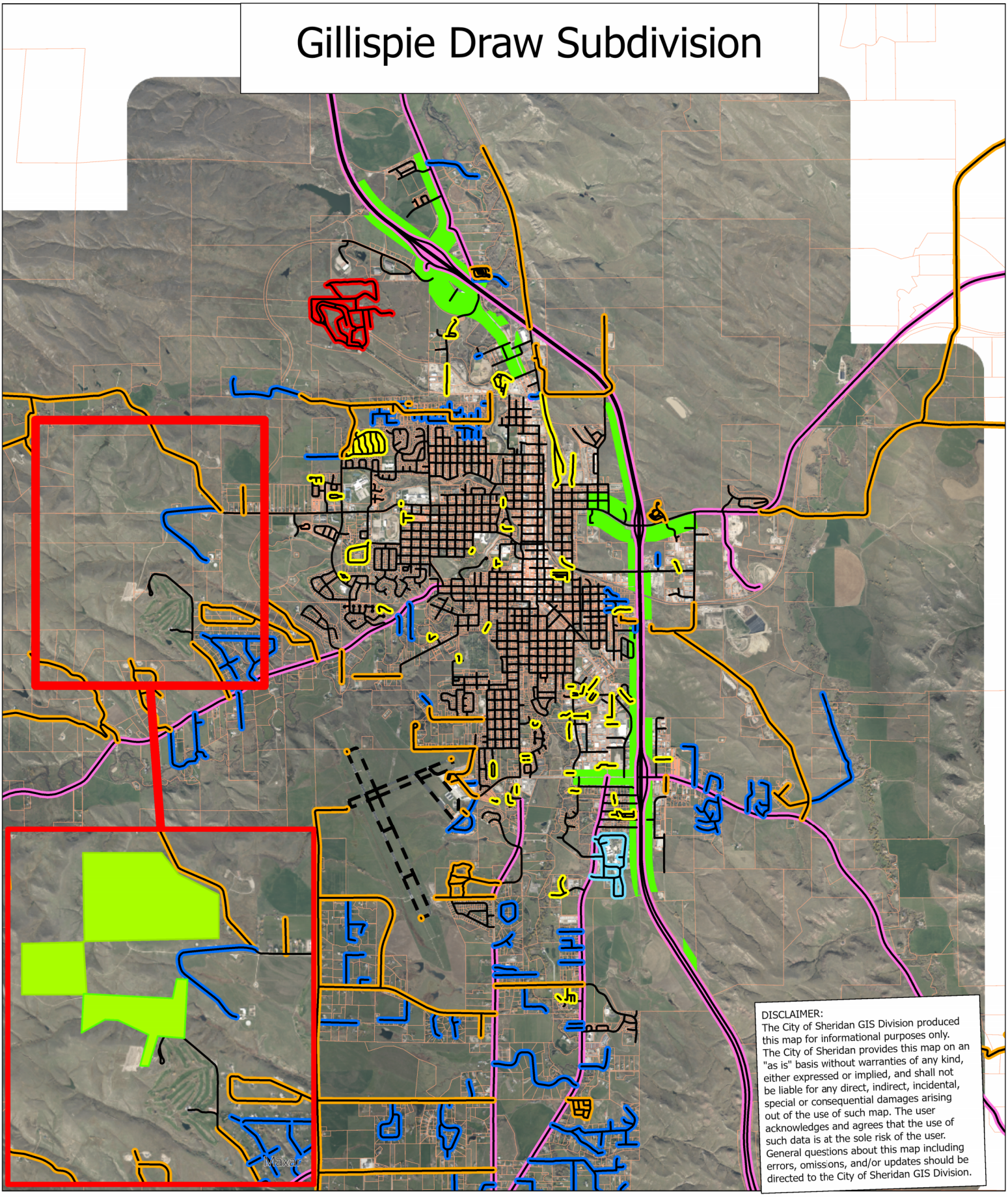
City staff sent letters to 12 property owners within 300 feet of the property notifying them of the City Public Hearing for the proposed subdivision. No comments have been received on this application to date.

Staff Recommendation:
Staff recommends that City Council certify that the application for Gillispie Draw Subdivision is in conformance with all rules and regulations governing the Joint Planning Area between City and County, and is in agreement with the Future Land Use Plan for the area.

Attachments

Aerial
Final Plat
Draft Resolution
City County MOU

Gillispie Draw Subdivision



DISCLAIMER:
The City of Sheridan GIS Division produced this map for informational purposes only. The City of Sheridan provides this map on an "as is" basis without warranties of any kind, either expressed or implied, and shall not be liable for any direct, indirect, incidental, special or consequential damages arising out of the use of such map. The user acknowledges and agrees that the use of such data is at the sole risk of the user. General questions about this map including errors, omissions, and/or updates should be directed to the City of Sheridan GIS Division.

CITY OF Sheridan WYOMING

N

Miles 0 0.7 1.4

Date: 8/5/2025 8:09 AM

User: sgoodman

CERTIFICATE OF DEDICATION

THE ABOVE OR FOREGOING **GILLISPIE DRAW SUBDIVISION** BEING A SUBDIVISION SITUATED IN THE N1/2NE1/4, SECTION 25, T56N, R85W, S1/2N1/2, S1/2, SECTION 19, & THE NE1/4NE1/4, S1/2N1/2, N1/2SE1/4 OF SECTION 30, T56N, R84W, 6TH PRINCIPAL MERIDIAN, SHERIDAN COUNTY, WYOMING; SAID SUBDIVISION BEING A TRACT OF LAND, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AREA–A

A TRACT OF LAND SITUATED IN THE NE¼NE¼, S½N½, AND THE N½SE¼ OF SECTION 30, TOWNSHIP 56 NORTH, RANGE 84 WEST, 6TH P.M., SHERIDAN COUNTY, WYOMING; SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST QUARTER CORNER OF SAID SECTION 30 (MONUMENTED WITH A 3¼" ALUMINUM CAP PER PLS 2615); THENCE S00°24'24"E, 571.00 FEET ALONG THE EAST LINE OF SAID SECTION 30 TO A POINT, SAID POINT BEING THE NORTHEAST CORNER OF THE KENDRICK GOLF COURSE; THENCE S88°47'52"W, 697.55 FEET ALONG THE NORTH LINE OF SAID KENDRICK GOLF COURSE TO A POINT; THENCE N49°39'02"W, 628.85 FEET ALONG SAID NORTH LINE OF KENDRICK GOLF COURSE TO A POINT; THENCE N81°02'56"W, 622.90 FEET ALONG SAID NORTH LINE OF KENDRICK GOLF COURSE TO A POINT; THENCE S26°19'41"W, 819.60 FEET ALONG SAID NORTH LINE OF KENDRICK GOLF COURSE TO A POINT; THENCE N72°50'38"W, 305.09 FEET TO A POINT; THENCE N17°08'00"E, 761.56 FEET TO A POINT, SAID POINT LYING ON THE NORTH LINE OF SAID N½SE¼, SECTION 30; THENCE N15°08'09"E, 329.10 FEET TO A POINT; THENCE, THROUGH A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 04°15'47", A RADIUS OF 1670.00 FEET, AN ARC LENGTH OF 124.25 FEET, A CHORD BEARING OF N17°16'02"E, AND A CHORD LENGTH OF 124.23 FEET TO A POINT; THENCE S79°15'25"W, 34.59 FEET TO A POINT; THENCE N68°32'34"W, 350.50 FEET TO A POINT; THENCE N89°31'06"W, 675.00 FEET TO A POINT; THENCE N71°11'25"W, 605.00 FEET TO A POINT; THENCE S63°05'40"W, 230.00 FEET TO A POINT; THENCE S81°22'46"W, 1150.00 FEET TO A POINT; THENCE S48°28'29"W, 370.00 FEET TO A POINT, SAID POINT LYING ON THE WEST LINE OF SAID SECTION 30; THENCE N00°19'50"W, 1053.10 FEET ALONG SAID WEST LINE OF SECTION 30 TO A POINT, SAID POINT BEING THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN DOCUMENT NUMBER 2024–795066; THENCE S89°56'11"E, 3995.89 FEET ALONG THE SOUTH LINE OF SAID TRACT DESCRIBED IN DOCUMENT NUMBER 2024–795066 TO A POINT, SAID POINT BEING THE SOUTHEAST CORNER OF SAID TRACT DESCRIBED IN DOCUMENT NUMBER 2024–795066; THENCE N00°41'57"W, 567.69 FEET ALONG THE EAST LINE OF SAID TRACT DESCRIBED IN DOCUMENT NUMBER 2024–795066 TO A POINT; THENCE N89°18'03"E, 242.95 FEET TO A POINT, SAID POINT BEING FORTY (40.0) SOUTHWESTERLY OF A CENTERLINE DESCRIBED IN RIGHT–OF–WAY AGREEMENT PER BOOK 148 OF DEEDS, PAGE 138; THENCE S52°31'52"E, 1291.85 FEET BEING FORTY (40.0) FEET SOUTHWEST OF AND PARALLEL TO SAID CENTERLINE DESCRIBED IN RIGHT–OF–WAY AGREEMENT PER BOOK 148 OF DEEDS, PAGE 138 TO A POINT; THENCE, FORTY (40.0) FEET SOUTHWEST OF AND PARALLEL TO SAID CENTERLINE DESCRIBED IN RIGHT–OF–WAY AGREEMENT PER BOOK 148 OF DEEDS, PAGE 138 THROUGH A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 11°01'13", A RADIUS OF 460.00 FEET, AN ARC LENGTH OF 88.48 FEET, A CHORD BEARING OF S47°01'15"E, AND A CHORD LENGTH OF 88.34 FEET TO A POINT, SAID POINT LYING ON THE EAST LINE OF SAID SECTION 30; THENCE S00°23'40"E, 1011.89 FEET ALONG SAID EAST LINE OF SECTION 30 TO THE POINT OF BEGINNING OF SAID TRACT.

SAID TRACT CONTAINS 145.36 ACRES OF LAND, MORE OR LESS.

TRACT 2 (AREA–B)

A TRACT OF LAND BEING THE N½NE¼ OF SECTION 25, TOWNSHIP 56 NORTH, RANGE 85 WEST, 6TH P.M., SHERIDAN COUNTY, WYOMING; SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 25 (MONUMENTED WITH A MILITARY MONUMENT, BRASS CAP MM–46); THENCE S00°19'51"E, 1312.29 FEET ALONG THE EAST LINE OF SAID N½NE¼ TO A POINT, SAID POINT BEING THE SOUTHEAST CORNER OF SAID N½NE¼; THENCE S89°49'34"W, 2677.25 FEET ALONG THE SOUTH LINE OF SAID N½NE¼ TO A POINT, SAID POINT BEING THE SOUTHWEST CORNER OF SAID N½NE¼; THENCE N01°52'26"W, 1307.68 FEET ALONG THE WEST LINE OF SAID N½NE¼ TO A POINT, SAID POINT BEING THE NORTHWEST CORNER OF SAID N½NE¼; THENCE N89°43'00"E, 2712.46 FEET ALONG THE NORTH LINE OF SAID N½NE¼ TO THE POINT OF BEGINNING OF SAID TRACT.

SAID TRACT CONTAINS 81.03 ACRES OF LAND, MORE OR LESS.

TRACT 2 (AREA–C)

A TRACT OF LAND SITUATED IN THE S½, AND THE S½N½ OF SECTION 19, TOWNSHIP 56 NORTH, RANGE 84 WEST, 6TH P.M., SHERIDAN COUNTY, WYOMING; SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 19 (MONUMENTED WITH A MILITARY MONUMENT, BRASS CAP MM–46); THENCE N00°25'06"W, 2661.35 FEET ALONG THE WEST LINE OF SAID SECTION 19 TO A POINT, SAID POINT BEING THE WEST QUARTER CORNER OF SAID SECTION 19; THENCE N00°02'16"W, 831.91 FEET ALONG SAID WEST LINE OF SECTION 19 TO A POINT, SAID POINT BEING THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 496 OF DEEDS, PAGE 443; THENCE N89°33'44"E, 3672.45 FEET ALONG THE SOUTH LINE OF SAID TRACT DESCRIBED IN BOOK 496 OF DEEDS, PAGE 443 TO A POINT, SAID POINT BEING THE SOUTHEAST CORNER OF SAID TRACT DESCRIBED IN BOOK 496 OF DEEDS, PAGE 443 AND LYING ON THE WESTERLY RIGHT–OF–WAY LINE OF SOLDIER CREEK ROAD (AKA COUNTY ROAD NO. 74); THENCE, CONTINUE N89°33'44"E, 33.57 FEET TO A POINT, SAID POINT LYING ON THE CENTERLINE OF SAID SOLDIER CREEK ROAD (AKA COUNTY ROAD NO. 74); THENCE S27°05'19"E, 660.87 FEET ALONG SAID CENTERLINE TO A POINT; THENCE, CONTINUE ALONG SAID CENTERLINE THROUGH A NON–TANGENT CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 38°40'20", A RADIUS OF 200.00 FEET, AN ARC LENGTH OF 134.99 FEET, A CHORD BEARING OF S46°24'35"E, AND A CHORD LENGTH OF 132.44 FEET TO A POINT; THENCE S65°45'21"E, 1336.25 FEET ALONG SAID CENTERLINE TO A POINT, SAID POINT LYING ON THE EAST LINE OF SAID SECTION 19; THENCE, LEAVING SAID CENTERLINE OF SOLDIER CREEK ROAD (AKA COUNTY ROAD NO. 74), S00°25'53"E, 33.01 FEET ALONG SAID EAST LINE OF SECTION 19 TO A POINT, SAID POINT LYING ON SAID WESTERLY RIGHT–OF–WAY LINE OF SOLDIER CREEK ROAD (AKA COUNTY ROAD NO. 74); THENCE, CONTINUE S00°25'53"E, 2157.17 FEET ALONG SAID EAST LINE OF SECTION 19 TO A POINT, SAID POINT BEING THE NORTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 537 OF DEEDS, PAGE 71; THENCE S84°55'58"W, 130.43 FEET ALONG THE NORTH LINE OF SAID TRACT DESCRIBED IN BOOK 537 OF DEEDS, PAGE 71 TO A POINT, SAID POINT BEING THE NORTHWEST CORNER OF SAID TRACT DESCRIBED IN BOOK 537 OF DEEDS, PAGE 71; THENCE S00°25'53"E, 64.07 FEET ALONG THE WEST LINE OF SAID TRACT DESCRIBED IN BOOK 537 OF DEEDS, PAGE 71 TO A POINT, SAID POINT BEING THE SOUTHWEST CORNER OF SAID TRACT DESCRIBED IN BOOK 537 OF DEEDS, PAGE 71 AND LYING ON THE SOUTH LINE OF SAID SECTION 19; THENCE S88°22'46"W, 1201.42 FEET ALONG THE SOUTH LINE OF SAID SECTION 19 TO A POINT, SAID POINT BEING THE SOUTHWEST CORNER OF THE SE¼SE¼; THENCE S88°36'02"W, 1337.22 FEET ALONG SAID SOUTH LINE OF SAID SECTION 19 TO A POINT, SAID POINT BEING THE SOUTH QUARTER CORNER OF SAID SECTION 19; THENCE N89°09'07"W, 2650.77 FEET ALONG SAID SOUTH LINE OF SECTION 19 TO THE POINT OF BEGINNING OF SAID TRACT; **EXCEPTING:** A TRACT OF LAND DESCRIBED IN A WARRANTY DEED RECORDED MARCH 19, 2009 IN BOOK 504 OF DEEDS, PAGE 319 AT THE SHERIDAN COUNTY CLERK'S OFFICE, CONTAINING 3.44 ACRES OF LAND, MORE OR LESS.

SAID TRACT CONTAINS 396.54 ACRES OF LAND, MORE OR LESS.
BEARINGS ARE BASED ON THE WYOMING COORDINATE SYSTEM, NAD 1983, EAST CENTRAL ZONE.

AS APPEARS ON THIS PLAT, IS WITH FREE CONSENT, AND IN ACCORDANCE WITH THE DESIRES OF THE UNDER–SIGNED OWNER(S) AND PROPRIETORS; CONTAINING 622.93 ACRES MORE OR LESS; HAVE BY THESE PRESENTS LAID OUT AND SURVEYED AS **GILLISPIE DRAW SUBDIVISION**, AND DO HEREBY DEDICATE AND CONVEY TO AND FOR THE PUBLIC USE FOREVER HEREAFTER THE SOUTHWESTERLY PORTION OF SOLDIER CREEK ROAD CONTAINING ±1.49 ACRES OF LAND AS LAID OUT AND DESIGNATED ON THIS PLAT. THE NOTES CONTAINED ON THIS PLAT ARE BINDING UPON THE GILLISPIE DRAW HOME OWNER'S ASSOCIATION AND OWNERS OF TRACTS IN THE GILLISPIE DRAW SUBDIVISION.

EXECUTED THIS _____ DAY OF _____, _____ .

BY: _____
SHERIDAN HEIGHTS RANCH, LLC
DONALD B. ROBERTS – MANAGER

STATE OF WYOMING
COUNTY OF SHERIDAN : SS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BY DONALD B. ROBERTS BEFORE ME THIS

_____ DAY OF _____, _____ .

WITNESS MY HAND AND OFFICIAL SEAL. MY COMMISSION EXPIRES _____

_____
NOTARY PUBLIC

FINAL PLAT

GILLISPIE DRAW SUBDIVISION

N1/2NE1/4 OF SECTION 25, T56N, R85W, THE S1/2N1/2, S1/2 OF SECTION 19,
& THE NE1/4NE1/4, S1/2N1/2, N1/2SE1/4 OF SECTION 30, T56N, R84W,
6TH PRINCIPAL MERIDIAN, SHERIDAN COUNTY, WYOMING

AREA A = ±145.36 ACRES
AREA B = ±81.03 ACRES
AREA C = ±396.54 ACRES
TOTAL = ±622.93 ACRES

AREA OF DEDICATED RIGHT–OF–WAY = ±1.49 ACRES

AREA OF CONSERVATION EASEMENTS (TRACT 1 & TRACT 2 (AREAS B & C) = ±535.89 ACRES

13 RESIDENTIAL TRACTS – 2 CONSERVATION TRACT AREAS

NOTES:

1. NO PROPOSED CENTRALIZED SEWAGE SYSTEM
2. NO PROPOSED CENTRALIZED WATER SUPPLY SYSTEM (SEE NOTE: 19)
3. NO PUBLIC MAINTENANCE OF STREETS OR ROADS
4. ANY PURCHASER DOES NOT HAVE THE RIGHT TO THE NATURAL FLOW OF ANY STREAM WITHIN, OR ADJACENT TO THE SUBDIVISION, SINCE WYOMING WATER ADMINISTRATION LAWS DO NOT RECOGNIZE ANY RIPARIAN RIGHTS WITH REGARD TO NATURAL FLOW FOR PERSONS LIVING ON THE BANK OF ANY STREAM OR RIVER.

5. ALL NEW CONSTRUCTION, REMODELING, ADDITIONS OR REPAIRS TO ANY PUBLIC OR PRIVATE BUILDINGS WITHIN THE SUBDIVISION SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE SHERIDAN COUNTY BUILDING STANDARDS REGULATIONS AND BUILDING PERMITS AND INSPECTIONS ARE REQUIRED.

6. WHEN PUBLIC SEWAGE FACILITIES BECOME AVAILABLE, ALL EXISTING AND FUTURE DWELLINGS SHALL CONNECT TO SAID SYSTEM.

7. GILLISPIE DRAW SUBDIVISION IS LOCATED IN CLOSE PROXIMITY TO THE SHERIDAN COUNTY AIRPORT AND NO OWNER OF ANY LOT, NOR HIS SUCCESSORS OR ASSIGNS SHALL HAVE A CAUSE OF ACTION AGAINST DECLARANT OR COUNTY OF SHERIDAN ARISING OUT OF THE NOISE OR OTHER DISTURBANCE WHICH MAY RESULT FROM LEGAL OPERATION OF AIRCRAFT IN THE AIRSPACE OVER SAID SUBDIVISION.

8. THE SURFACE ESTATE OF THE LAND TO BE SUBDIVIDED IS SUBJECT TO FULL AND EFFECTIVE DEVELOPMENT OF THE MINERAL ESTATE.

9. GILLISPIE DRIVE AND PORCUPINE LANE ARE A PRIVATE, NON–EXCLUSIVE, PERPETUAL EASEMENT FROM SHERIDAN HEIGHTS RANCH, LLC TO GILLISPIE DRAW HOME OWNER'S ASSOCIATION AND ITS SUCCESSORS AND ASSIGNS FOR ROAD ACCESS, DRAINAGE, AND UNDERGROUND DRY UTILITIES IN THE GILLISPIE DRAW SUBDIVISION. SHERIDAN HEIGHTS RANCH, LLC, & OR SYSTEM LAND, LLC RESERVES THE RIGHT TO USE THE AREA DESCRIBED IN THE EASEMENT, THE RIGHT TO PERMIT THIRD PARTIES TO USE THAT AREA, AND THE RIGHT TO GRANT SUCCESSIVE EASEMENTS OVER, UNDER, AND ACROSS THAT AREA.

10. THERE IS NO PUBLIC MAINTENANCE OF GILLISPIE DRIVE AND PORCUPINE LANE. THE COST OF MAINTENANCE, REPAIR, UPGRADE, REBUILDING AND SNOW–PLOWING OF GILLISPIE DRIVE AND PORCUPINE LANE WILL BE ASSESSED BY THE GILLISPIE DRAW HOME OWNER'S ASSOCIATION AGAINST THE OWNERS OF TRACTS 3–15 OF GILLISPIE DRAW SUBDIVISION AND PAID AS PROVIDED IN THE DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS, CHARGES AND LIENS OF GILLISPIE DRAW AND THE ARTICLES AND BYLAWS OF THE GILLISPIE DRAW HOME OWNER'S ASSOCIATION. THE GILLISPIE DRAW HOME OWNER'S ASSOCIATION AND THE OWNER OF TRACTS IN THE GILLISPIE DRAW SUBDIVISION WILL NOT FENCE OR PLACE GATES OR CATTLE GUARDS ON GILLISPIE DRIVE OR PORCUPINE LANE WITHOUT WRITTEN PERMISSION FROM SHERIDAN HEIGHTS RANCH, LLC, AND OR SYSTEM LAND, LLC, OR ITS SUCCESSORS AND ASSIGNS.

11. GILLISPIE DRIVE AND PORCUPINE LANE MAY ALSO BE USED BY LAW ENFORCEMENT, FIRE PROTECTION, EMERGENCY, AMBULANCE, AND TRASH COLLECTOR PERSONNEL AND VEHICLES TO ACCESS GILLISPIE DRAW SUBDIVISION IN THE PERFORMANCE OF THEIR DUTIES AND BY UTILITY COMPANIES INSTALLING, MAINTAINING, OR REPAIRING UNDERGROUND DRY UTILITIES FOR THE GILLISPIE DRAW SUBDIVISION.

12. A PORTION OF GILLISPIE DRIVE IS SUBJECT TO AN EXISTING RIGHT–OF–WAY AGREEMENT WITH THE CITY OF SHERIDAN RECORDED DECEMBER 30, 1964, (BOOK 148, PAGE 138). THE GILLISPIE DRAW HOME OWNER'S ASSOCIATION AND THE OWNERS OF TRACTS IN GILLISPIE DRAW SUBDIVISION WILL NOT USE GILLISPIE DRIVE IN A MANNER WHICH INTERFERES WITH THE RIGHTS OF THE CITY OF SHERIDAN UNDER THE RIGHT–OF–WAY AGREEMENT.

13. A 5/8" REBAR WILL BE ESTABLISHED ALONG THE RIGHT–OF–WAY LINES OF GILLISPIE DRIVE AND PORCUPINE LANE WITHIN GILLISPIE DRAW SUBDIVISION AT ALL POINTS OF CURVATURE (PC'S & PT'S), ANGLE POINTS AND JOGS.

14. TRACT 2 (AREA B & C) HAS A DEED OF "CONSERVATION EASEMENT" FROM SHERIDAN HEIGHTS RANCH, LLC TO THE SHERIDAN COMMUNITY LAND TRUST RECORDED AT THE SHERIDAN COUNTY COURTHOUSE ON OCTOBER 16, 2019, (BOOK 583 OF DEEDS, PAGE 666).

15. TRACT 1 SHALL BE DESIGNATED AS A "CONSERVATION EASEMENT" UPON APPROVAL OF THE GILLISPIE DRAW SUBDIVISION.

16. SEPTIC SYSTEMS SHALL BE DESIGNED AND INSTALLED IN ACCORDANCE WITH SHERIDAN COUNTY AND WYOMING DEPARTMENT OF ENVIRONMENTAL QUALITY REGULATIONS, WHICHEVER IS MOST STRINGENT. REQUIREMENTS APPLY FOR ABSORPTION SURFACE LOCATIONS WITH RESPECT TO MAXIMUM SLOPES DEPENDENT ON SOIL PERCOLATION RATES AND MINIMUM HORIZONTAL DISTANCES FROM THE TOP OF ANY BREAK IN SLOPE THAT EXCEEDS THE MAXIMUM SLOPE ALLOWED.

17. THIS SUBDIVISION CONTAINS AREAS WITH STEEP SLOPES (>20%) THAT CAN BE SUSCEPTIBLE TO SLUMPS AND LANDSLIDES. BUILDING OR DEVELOPING UPON SUCH SLOPES IS RESTRICTED BY THE **RULES AND REGULATIONS GOVERNING ZONING IN SHERIDAN COUNTY, WYOMING (SECTION 22, DEVELOPMENT STANDARDS, SECTION C, STEEP SLOPE STANDARDS).** APPROXIMATE AREAS ARE SHOWN ON SHEET 3.

18. THE ALLIANCE LATERAL DITCH COMPANY HAS THE RIGHT TO ACCESS, USE, MAINTAIN AND REPAIR THE ALLIANCE LATERAL DITCH AS THE EXISTING DITCH CROSSES TRACT 15, AND THE RIGHT TO RELOCATE THE DITCH IF THE NEW DITCH ALIGNMENT IS WITHIN FIFTY (50) FEET OF THE EXISTING DITCH TOGETHER WITH THE RIGHT TO ACCESS, USE, MAINTAIN AND REPAIR THE RELOCATED DITCH. THE ALLIANCE LATERAL DITCH COMPANY SHALL BEAR THE RESPONSIBILITY OF VACATING THE OLD ALIGNMENT AND PREPARING DOCUMENTS PROTECTING THE NEW ALIGNMENT WHILE NOT INCREASING THE FORTY (40.0) FOOT WIDTH OF THE RIGHT–OF–WAY UNLESS APPROVED BY THE OWNER OF TRACT 15.

19. AFTER DOMESTIC WELL INSTALLATION AND PRIOR TO USE, THE WYOMING DEPARTMENT OF ENVIRONMENTAL QUALITY – WATER QUALITY DIVISION (WDEQ–WQD) RECOMMENDS THAT HOMEOWNERS HAVE THEIR WELL SAMPLED FOR THE FOLLOWING CONSTITUENTS (TDS, LEAD, SULFATE, CALCIUM, MAGNESIUM, SODIUM, IRON, FLUORIDE, AND MANGANESE) AND INSTALL WATER TREATMENT EQUIPMENT BASED ON THE RESULTS. IN ADDITION , THE WQD SUGGESTS HOMEOWNERS HAVE THEIR WELL TESTED ON A SIMI–REGULAR SCHEDULE.

CERTIFICATE OF APPROVAL
BOARD OF COUNTY COMMISSIONERS

PLAT APPROVED AND SUBDIVISION PERMIT ISSUED BY THE BOARD OF COUNTY COMMISSIONERS OF SHERIDAN COUNTY, WYOMING, THIS _____ , DAY OF _____, _____ .

ATTEST:

_____ _____
COUNTY CLERK CHAIRMAN

SURVEYOR'S CERTIFICATE

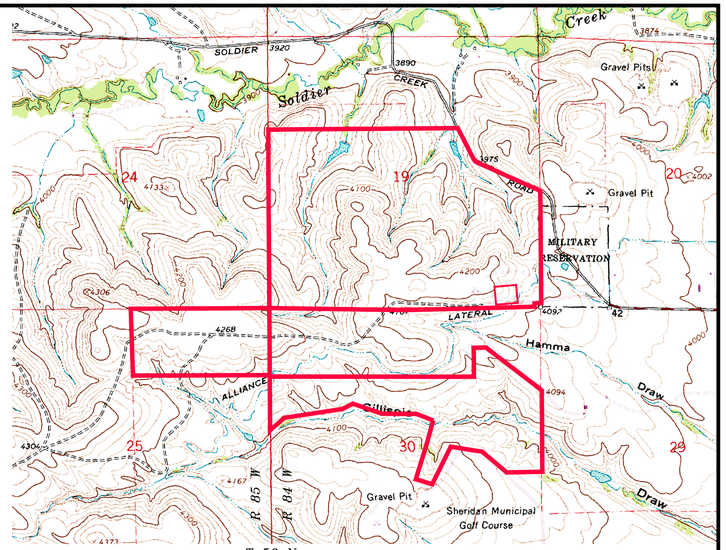
STATE OF WYOMING
COUNTY OF SHERIDAN : SS

I, ANDRAYA STAMENKOVIC, DO HEREBY STATE THAT I AM A REGISTERED LAND SURVEYOR, LICENSED UNDER THE LAWS OF THE STATE OF WYOMING, THAT THIS PLAT IS A TRUE, CORRECT AND COMPLETE PLAT OF **GILLISPIE DRAW SUBDIVISION**, AS LAID OUT, PLATTED, DEDICATED AND SHOWN HEREON, THAT THIS PLAT WAS MADE FROM AN ACCURATE SURVEY OF SAID PROPERTY CONDUCTED BY ME OR UNDER MY DIRECT SUPERVISION AND CORRECTLY SHOWS THE LOCATION AND DIMENSIONS OF ALL TRACTS, EASEMENTS AND ROADS OF SAID SUBDIVISION.

Professional Land Surveyor
ANDRAYA STAMENKOVIC
19344
WYOMING

PRELIMINARY DRAFT

"PLAT IS VALID ONLY IF PRINT HAS ORIGINAL SIGNATURE OF SURVEYOR SIGNED AND DATED"



LOCATION MAP
SCALE: 1" = 1400'

SITE MAP OF AREAS
SCALE: 1" = 1000'

CERTIFICATE OF RECORDER

STATE OF WYOMING)
) SS
COUNTY OF SHERIDAN)

I HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN MY OFFICE AT _____ O'CLOCK, THIS_____,

DAY OF _____, _____, AND RECORDED IN PLAT BOOK _____, ON PAGE _____.

_____ STAMP RECEIVING NUMBER: _____
COUNTY CLERK

FINAL PLAT

GILLISPIE DRAW SUBDIVISION

N1/2NE1/4 OF SECTION 25, T56N, R85W, THE S1/2N1/2, S1/2 OF SECTION 19,
& THE NE1/4NE1/4, S1/2N1/2, N1/2SE1/4 OF SECTION 30, T56N, R84W,
6TH PRINCIPAL MERIDIAN, SHERIDAN COUNTY, WYOMING

CLIENT: SHERIDAN HEIGHTS RANCH, LLC
ATTN: DON ROBERTS
200 CONCHO COURT
SHERIDAN, WY 82801

PRESTFELDT SURVEYING
2340 WETLANDS DR., SUITE 100
SHERIDAN, WY 82801
307–672–7415

Morrison Maierle
engineers • surveyors • planners • scientists

JN: 2024–078 Sit.7
DN: 2024–078–GDSub
PF: T2024–078
DRAWN BY: TDT–JSP
CHECKED BY: CT–AS
JULY 15, 2025

SCALE: 1"= 300'

BEARINGS ARE BASED ON THE
WYOMING COORDINATE SYSTEM NAD 1983, EAST CENTRAL ZONE
DISTANCES ARE SURFACE

GRAPHIC SCALE

-300 0 150 300 600 1200

(U.S. SURVEY FEET)
1 inch = 300 feet

DATUM:

NAD 83(1993), NAVD 88 (U.S. SURVEY FEET)
DATUM ADJUSTMENT FACTOR (DAF): 1.000235
DIVIDE SURFACE COORDINATES BY DAF TO CALCULATE
THE WYOMING COORDINATE SYSTEM NAD 1983,
EAST CENTRAL ZONE, COORDINATES

LEGEND:

- SET 2" ALUMINUM CAP PER PLS 19344
- SET 5/8" REBAR (SEE NOTE: 13)
- FOUND 2" ALUMINUM CAP PER PLS 19344
- FOUND 2" OR 3-1/4" ALUMINUM CAP PER PLS 6812
- FOUND 1-1/2" OR 2" OR 3-1/4" ALUMINUM CAP PER PLS 2615
- FOUND 1-1/2" ALUMINUM CAP PER PLS 580
- FOUND 5-1/2" BRASS CAP MILITARY MONUMENT
- CALCULATED: NOTHING FOUND/NOTHING SET
- WC WITNESS CORNER
- (R) RECORD
- BOUNDARY LINE
- PROPERTY/TRACT/LOT LINE
- SECTION LINE
- INTERIOR SECTION LINE
- COUNTY ROAD RIGHT-OF-WAY LINE
- HIGHWAY RIGHT-OF-WAY LINE
- ACCESS & UTILITY EASEMENT RIGHT-OF-WAY
- EASEMENT LINE AS NOTED
- CENTERLINE EASEMENT AS NOTED
- FENCE LINE (SURVEYED 2024)
- STEEP SLOPES (SEE NOTE: 17, SHEET 1; AND SHEET 3 FOR APPROXIMATE AREAS)

(BOOK 496, PAGE 443 & 2025-799736)
N89°33'44"E 3706.02'
3195.39'
477.06' WC
33.57'
S27°25'19"E 661.87'
S27°05'19"E 675.89'
S49°42'39"E
Δ=38°40'20" R=200.00' L=134.99' CB=S46°24'35"E CL=132.44'
Δ=38°40'40" R=230.00' L=155.26' CB=S46°24'24"E CL=152.33'
831.91'
N00°02'16"W
S1/2N1/2
1/4 24 19
N89°33'26"E 2625.33'
C1/4 19
N89°33'26"E 2692.38'
1/4 19 20 (MM-40)
S65°45'21"E 1336.25'
S65°45'21"E 1350.04'
S65°45'21"E 2792.71'
409.26' S00°25'53"E
33.01' WC
DEDICATED PUBLIC RIGHT-OF-WAY (±1.49 ACRES)
25.0' ELECTRIC EASEMENT
2661.35'
2651.35'
2721.16'
548.41'
2190.18'
1065.41'
S00°25'53"E
N00°25'06"W
SE1/4
SW1/4
CONSERVATION TRACT 2 (AREA-C) ±395.05 ACRES
(THIS ACREAGE DOES NOT INCLUDE THE DEDICATED PUBLIC RIGHT-OF-WAY OR THE CITY OF SHERIDAN PROPERTY)
(ALSO SEE NOTE: 14)
N00°56'26"W
30.0' WATER & SEWER LINE EASEMENT (BOOK 504, PAGE 345)
10.0' TRAIL EASEMENT (BOOK 539, PAGE 595)
CONSERVATION TRACT 2 (AREA-C) ±395.05 ACRES
(THIS ACREAGE DOES NOT INCLUDE THE DEDICATED PUBLIC RIGHT-OF-WAY OR THE CITY PROPERTY)
(ALSO SEE NOTE: 14)
SOLDIER CREEK ROAD (AKA COUNTY ROAD NO. 72) (80'R)
N84°51'54"E 425.00'
±3.44 ACRES
NOT PART OF SUBDIVISION
S84°55'58"W 425.00'
548.35'
SURFACE COORDINATE
N 18981.33.49
E 1390113.05
DATUM: NAD 83(1993)
LAT. 44°48'23.75295"N
LONG. 107°02'05.6544"W
R 85 W
R 84 W
1/4 24 23
N89°43'00"E 1360.24'
2712.46' 1352.22'
(MM-46) 25 30
N89°09'07"W 2650.77'
1/4 (MM-45) 19 30
±48'
S88°36'02"W 1337.22'
E1/16 (MM-44)
S88°22'46"W 1201.42'
19 20 30 29 (MM-41)
1346.75' N89°34'35"W
W1/16
WEST FIFTH STREET (AKA WYOMING STATE HIGHWAY NO. 330)
GILLISPIE
(SEE NOTE: 12)
60.00'
ACCESS & UNDERGROUND DRY UTILITY EASEMENT (2025-????)
DRIVE
15.0' NON-EXCLUSIVE UNDERGROUND DRY UTILITY EASEMENT (2025-????)
769.71'
1650.48' S00°23'40"E
N89°18'03"E 242.95'
S52°31'52"E 1291.85'
TRACT 4
N00°41'57"W 567.69'
N00°41'57"W
1307.68'
1242.47'
N01°52'26"W
CONSERVATION TRACT 2 (AREA-B) ±81.03 ACRES
(SEE NOTE: 14)
N1/2NE1/4
1312.29'
S00°19'51"E
NOT PART OF SUBDIVISION
N1/2NW1/4
(2022-782188 & 2024-795066)
2590.14' S00°26'58"E
NW1/4NE1/4
NE1/4NE1/4
N1/2NW1/4
CN1/16
S89°49'34"W 1697.49'
2672.25'
979.76'
N1/16 (MM-47)
S00°19'50"E 27.18'
±2.6'
S89°56'11"E 3995.89'
(MM-48)
N49°44'21"W 445.86'
40.0' ACCESS EASEMENT (2025-797496)
S64°20'38"W 108.16'
N79°09'20"W 95.04'
Δ=29°25'00" R=550.00' L=282.38' CB=N64°26'51"W CL=279.29'
Δ=36°30'02" R=320.00' L=203.86' CB=S82°35'39"W CL=200.43'
329.63'
1053.10'
40.00'
60.00'
GILLISPIE DRIVE
TRACT 14
TRACT 13
TRACT 12
TRACT 11
TRACT 9
TRACT 3
TRACT 5
TRACT 15
TRACT 10
TRACT 8
PORCUPINE LANE
TRACT 6
TRACT 7
723.47'
N00°19'50"W
S1/2NE1/4
S1/2NW1/4
G I L L I S P I E D R A W

FINAL PLAT

GILLISPIE DRAW SUBDIVISION

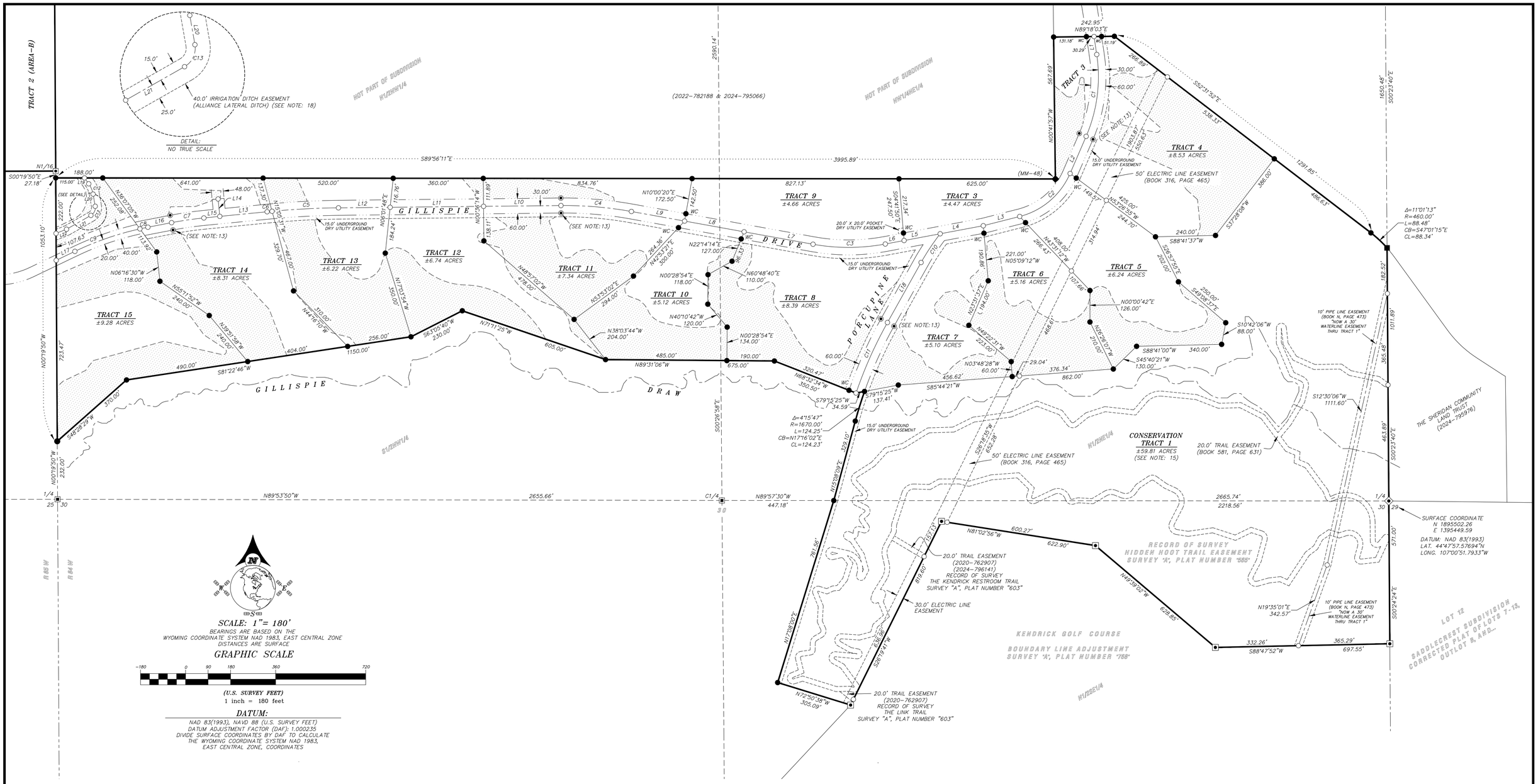
N1/2NE1/4 OF SECTION 25, T56N, R85W, THE S1/2N1/2, S1/2 OF SECTION 19,
& THE NE1/4NE1/4, S1/2N1/2, N1/2SE1/4 OF SECTION 30, T56N, R84W,
6TH PRINCIPAL MERIDIAN, SHERIDAN COUNTY, WYOMING

CLIENT: SHERIDAN HEIGHTS RANCH, LLC
ATTN: DON ROBERTS
200 CONCHO COURT
SHERIDAN, WY 82801

RESTFELDT SURVEYING
2340 WETLANDS DR., SUITE 100
SHERIDAN, WY 82801
307-672-7415

Morrison Maierle
engineers • surveyors • planners • scientists

JN: 2024-078 SJ:7
DN: 2024-078-GDSub
PF: T2024-078
DRAWN BY: TDT-JSP
CHECKED BY: CT-AS
JULY 15, 2025



SCALE: 1"= 180'

BEARINGS ARE BASED ON THE WYOMING COORDINATE SYSTEM NAD 1983, EAST CENTRAL ZONE
DISTANCES ARE SURFACE

GRAPHIC SCALE

-180 0 90 180 360 720

(U.S. SURVEY FEET)
1 inch = 180 feet

DATUM:

NAD 83(1993), NAVD 88 (U.S. SURVEY FEET)
DATUM ADJUSTMENT FACTOR (DAF): 1.000235
DIVIDE SURFACE COORDINATES BY DAF TO CALCULATE
THE WYOMING COORDINATE SYSTEM NAD 1983,
EAST CENTRAL ZONE, COORDINATES

LEGEND:

- SET 2" ALUMINUM CAP PER PLS 19344
- SET 5/8" REBAR (SEE NOTE: 13)
- FOUND 2" ALUMINUM CAP PER PLS 19344
- FOUND 2" OR 3-1/4" ALUMINUM CAP PER PLS 6812
- FOUND 1-1/2" OR 2" OR 3-1/4" ALUMINUM CAP PER PLS 2615
- FOUND 1-1/2" ALUMINUM CAP PER PLS 580
- FOUND 5-1/2" BRASS CAP MILITARY MONUMENT
- CALCULATED: NOTHING FOUND/NOTHING SET
- WC WITNESS CORNER
- (R) RECORD
- BOUNDARY LINE
- PROPERTY/TRACT/LOT LINE
- SECTION LINE
- INTERIOR SECTION LINE
- COUNTY ROAD RIGHT-OF-WAY LINE
- HIGHWAY RIGHT-OF-WAY LINE
- ACCESS & UTILITY EASEMENT RIGHT-OF-WAY
- EASEMENT LINE AS NOTED
- CENTERLINE EASEMENT AS NOTED
- FENCE LINE (SURVEYED 2024)
- STEEP SLOPES (SEE NOTE: 17, SHEET 1; AND SHEET 3 FOR APPROXIMATE AREAS)

LINE TABLE		
LINE	BEARING	LENGTH
L1	S08°35'14"E	72.60'
L2	S23°20'19"W	161.74'
L3	S75°44'29"W	150.11'
L4	S79°25'09"W	175.28'
L5	S79°25'09"W	146.81'
L6	S79°25'09"W	76.32'
L7	N79°46'27"W	280.00'
L8	N79°46'27"W	241.71'
L9	N79°46'27"W	216.00'
L10	S89°24'45"W	309.38'
L11	S89°24'45"W	373.46'

LINE TABLE		
LINE	BEARING	LENGTH
L12	S89°24'45"W	206.61'
L13	S84°23'56"W	195.72'
L14	N05°36'04"W	70.00'
L15	S84°23'56"W	64.00'
L16	S79°03'39"W	96.42'
L17	S64°20'38"W	82.88'
L18	S29°14'03"W	275.00'
L19	S35°45'29"E	29.01'
L20	S09°54'33"E	49.31'
L21	S60°22'29"W	112.19'
L22	S68°19'08"W	45.00'

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD LENGTH
C1	31°55'33"	600.00'	334.33'	S07°22'33"W	330.02'
C2	52°24'10"	300.00'	274.38'	S49°32'24"W	264.92'
C3	20°48'25"	800.00'	290.52'	S89°49'21"W	288.92'
C4	10°48'49"	1500.00'	283.10'	N85°10'51"W	282.68'
C5	4°45'34"	3200.00'	265.82'	S87°01'58"W	265.75'
C6	0°15'15"	3200.00'	14.19'	S84°31'33"W	14.19'
C7	5°20'17"	1400.00'	130.43'	S81°43'47"W	130.39'
C8	1°33'13"	1200.00'	32.54'	S78°17'02"W	32.54'
C9	13°09'48"	1200.00'	275.69'	S70°55'32"W	275.09'
C10	8°47'25"	900.00'	138.08'	S33°37'46"W	137.94'
C11	10°25'15"	1700.00'	309.19'	S24°01'26"W	308.76'
C12	25°50'57"	100.00'	45.12'	S22°50'01"E	44.73'
C13	70°17'02"	35.00'	42.93'	S25°13'58"W	40.29'

FINAL PLAT

GILLISPIE DRAW SUBDIVISION

N1/2NE1/4 OF SECTION 25, T56N, R85W, THE S1/2N1/2, S1/2 OF SECTION 19, & THE NE1/4NE1/4, S1/2N1/2, N1/2SE1/4 OF SECTION 30, T56N, R84W, 6TH PRINCIPAL MERIDIAN, SHERIDAN COUNTY, WYOMING

CLIENT: SHERIDAN HEIGHTS RANCH, LLC
ATTN: DON ROBERTS
200 CONCHO COURT
SHERIDAN, WY 82801

PRESTFELDT SURVEYING
2340 WETLANDS DR., SUITE 100
SHERIDAN, WY 82801
307-672-7415

Morrison Maierle
engineers · surveyors · planners · scientists

JN: 2024-078 SJ:7
DN: 2024-078-GDSub
PF: T2024-078
DRAWN BY: TDT-JSP
CHECKED BY: CT-AS
JULY 15, 2025

SCALE: 1"= 40'

BEARINGS ARE BASED ON THE
WYOMING COORDINATE SYSTEM NAD 1983, EAST CENTRAL ZONE
DISTANCES ARE SURFACE

GRAPHIC SCALE

-40 0 20 40 80 160

(U.S. SURVEY FEET)
1 inch = 40 feet

DATUM:

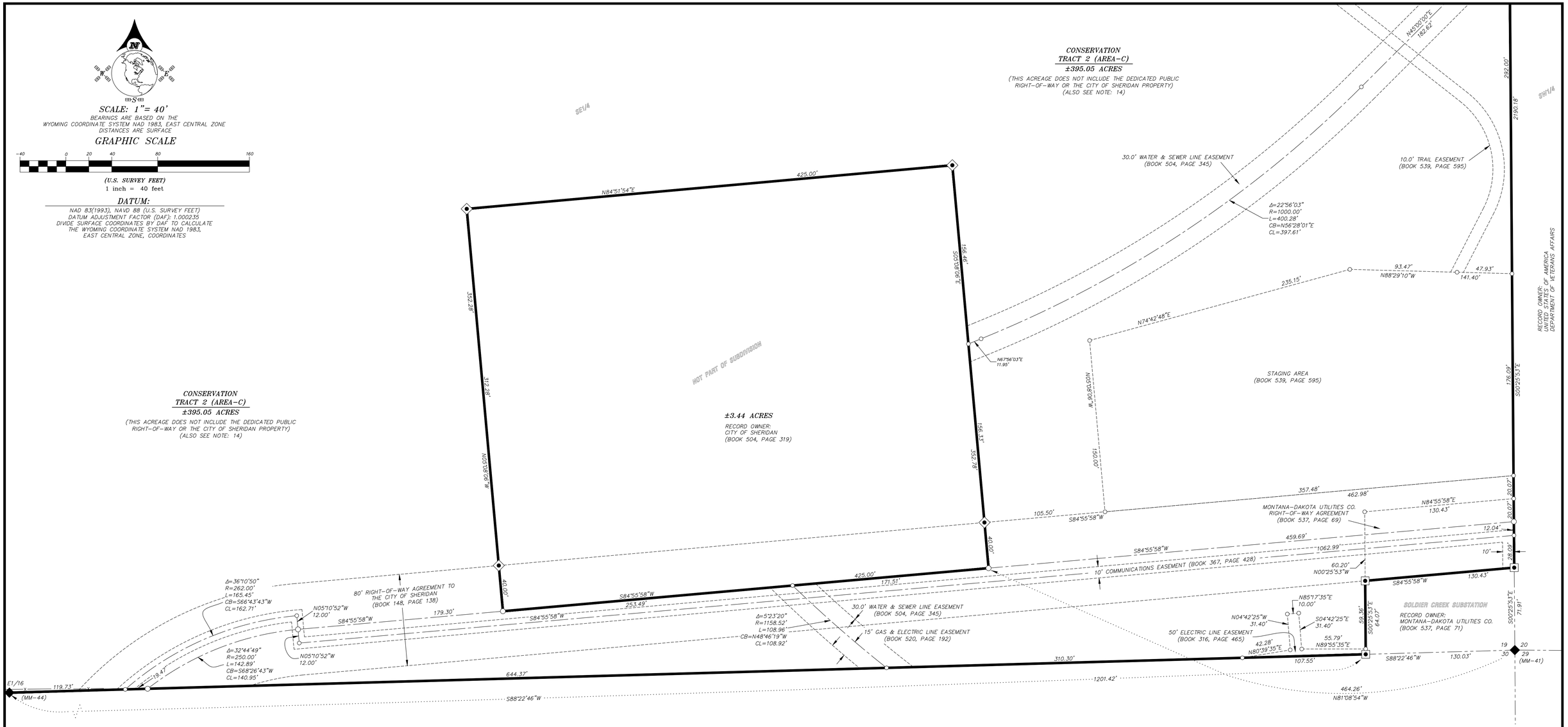
NAD 83(1993), NAVD 88 (U.S. SURVEY FEET)
DATUM ADJUSTMENT FACTOR (DAF): 1.000235
DIVIDE SURFACE COORDINATES BY DAF TO CALCULATE
THE WYOMING COORDINATE SYSTEM NAD 1983,
EAST CENTRAL ZONE, COORDINATES

CONSERVATION
TRACT 2 (AREA-C)
±395.05 ACRES

(THIS ACREAGE DOES NOT INCLUDE THE DEDICATED PUBLIC
RIGHT-OF-WAY OR THE CITY OF SHERIDAN PROPERTY)
(ALSO SEE NOTE: 14)

CONSERVATION
TRACT 2 (AREA-C)
±395.05 ACRES

(THIS ACREAGE DOES NOT INCLUDE THE DEDICATED PUBLIC
RIGHT-OF-WAY OR THE CITY OF SHERIDAN PROPERTY)
(ALSO SEE NOTE: 14)



LEGEND:

- SET 2" ALUMINUM CAP PER PLS 19344
- SET 5/8" REBAR (SEE NOTE: 13)
- FOUND 2" ALUMINUM CAP PER PLS 19344
- FOUND 2" OR 3-1/4" ALUMINUM CAP PER PLS 6812
- FOUND 1-1/2" OR 2" OR 3-1/4" ALUMINUM CAP PER PLS 2615
- FOUND 1-1/2" ALUMINUM CAP PER PLS 580
- FOUND 5-1/2" BRASS CAP MILITARY MONUMENT
- CALCULATED: NOTHING FOUND/NOTHING SET
- WC WITNESS CORNER
- (R) RECORD
- BOUNDARY LINE
- PROPERTY/TRACT/LOT LINE
- SECTION LINE
- INTERIOR SECTION LINE
- COUNTY ROAD RIGHT-OF-WAY LINE
- HIGHWAY RIGHT-OF-WAY LINE
- ACCESS & UTILITY EASEMENT RIGHT-OF-WAY
- EASEMENT LINE AS NOTED
- CENTERLINE EASEMENT AS NOTED
- FENCE LINE (SURVEYED 2024)
- STEEP SLOPES (SEE NOTE: 17, SHEET 1; AND SHEET 3 FOR APPROXIMATE AREAS)

FINAL PLAT

GILLISPIE DRAW SUBDIVISION

N1/2NE1/4 OF SECTION 25, T56N, R85W, THE S1/2N1/2, S1/2 OF SECTION 19,
& THE NE1/4NE1/4, S1/2N1/2, N1/2SE1/4 OF SECTION 30, T56N, R84W,
6TH PRINCIPAL MERIDIAN, SHERIDAN COUNTY, WYOMING

CLIENT: SHERIDAN HEIGHTS RANCH, LLC
ATTN: DON ROBERTS
200 CONCHO COURT
SHERIDAN, WY 82801

PRESTFELDT SURVEYING
2340 WETLANDS DR., SUITE 100
SHERIDAN, WY 82801
307-672-7415

Morrison Maierle
engineers · surveyors · planners · scientists

JN: 2024-078 SJ:7
DN: 2024-078-GDSub
PF: T2024-078
DRAWN BY: TDT-JSP
CHECKED BY: CT-AS
JULY 15, 2025

CITY OF SHERIDAN
RESOLUTION 22-25

A RESOLUTION CERTIFYING PL-25-20, THE FINAL PLAT OF GILLISPIE DRAW SUBDIVISION, IS IN ACCORDANCE WITH THE SHERIDAN JOINT PLANNING AREA LAND USE PLAN APPENDIX ADOPTED IN 2017, AND THE MEMORANDUM OF UNDERSTANDING BETWEEN SHERIDAN COUNTY AND THE CITY OF SHERIDAN REGARDING EXTRA-TERRITORIAL JURISDICTION WITHIN ONE MILE OF THE CONTIGUOUS CORPORATE LIMITS DATED APRIL 27, 2022.

WHEREAS, Sheridan County has jurisdiction and final approval of the proposed Gillispie Draw Subdivision; and

WHEREAS, the final plat of the Gillispie Draw Subdivision has been reviewed for consistency with Appendix B (Subdivision Regulations) and other applicable City code; and

WHEREAS, all applicable requirements for a final plat have been met and all documents meet the applicable requirements in Appendix B (Subdivision Regulations); and

WHEREAS, the Gillispie Draw Subdivision is a joint City-County subdivision due to its location within one mile of City limits requiring Council approval.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SHERIDAN, WYOMING:

The City certifies that a review has been completed of the final plat of Gillispie Draw Subdivision, a joint City-County subdivision, dividing 622.93 acres into 13 residential use tracts and 2 conservation tracts, located on E. 5th Street and north of the Kendrick Municipal Golf Course.

In certifying the Gillispie Draw Subdivision, the City of Sheridan Governing Body finds the following as required by Sheridan City Code Appendix B §202A:

1. The property is not completely surrounded by City limits, therefore a signed pre-annexation agreement is not required.

2. The lots as platted conform to the requirements of the City Zoning Ordinance.

3. The subdivision falls outside the Airport Influence Area.

4. As concluded by Public Works staff, there is adequate long-term water supply to serve this subdivision as of the time of this resolution.

PASSED, CERTIFIED AND ADOPTED this _____ day of _____ 2025.

City of Sheridan

_____

Richard Bridger, Mayor

ATTEST:

_____

Ashlee Foster, City Clerk

Memorandum of Understanding
Between Sheridan County and the City of Sheridan
Regarding Subdivision of Land
Within One Mile of the Contiguous Corporate Limits

An MOU between the City of Sheridan (City) and Sheridan County (County) related to the subdivision of land within one mile of the contiguous corporate limits.

WHEREAS, the *Sheridan County Comprehensive Plan, 2020*, encourages well-designed, compact urban growth and sets forth the following:

· The County will continue to jointly plan for orderly growth at the edge of the City of Sheridan.

· The County will maintain a compact development pattern within or near communities where adequate services are available.

· Urban growth will be located in defined areas around incorporated towns and cities and unincorporated places, based on existing community expansion patterns and the ability of municipal systems to accommodate future development.; and

WHEREAS, both the City and County have adopted the *Sheridan Joint Planning Area – Land Use Plan* 2017 for which coordination will occur for the area surrounding the City of Sheridan.

WHEREAS, subdivision ordinances, rules and regulations adopted by the City and County are important and enforceable tools in shaping development and implementing the visions set forth in the community's plans; and

WHEREAS, the subdivision standards of the City are appropriate for areas within one mile of the contiguous corporate limits of the City suitable for future annexation while the subdivision standards of the County are suitable for rural development in areas beyond the one-mile area adjacent to the City (County subdivision standards may be appropriate in those portions of the one-mile area not planned to be served by public water and sewer); and

WHEREAS, it is in the interest of promoting logical, efficient and sequential urban development for the City and County to commit to a single subdivision review and approval process within the one-mile area, as provided herein;

NOW, THEREFORE, BE IT RESOLVED:

1. The City and County shall have joint meetings when requested by the County or City.

2. The County will invite City staff to pre-application meetings and provide City staff with copies of all applications, plats, plans, staff memos, and similar documentation. City staff members and members of the public will be afforded the opportunity to comment at public meetings.

3. City staff shall prepare and arrange for the City Governing Body to make comments and suggestions relating to the potential impacts to City infrastructure, considerations defined in

W.S. 34-12-103(b)(i) through (v) or other development plans.

4. The County shall respond to the City in writing regarding any disagreement between the parties prior to approval of the final plat.

5. To the extent possible, the County shall ensure that the final plat meets the considerations defined in W.S. § 34-12-103 (b)(i) through (v).

6. The County shall require public dedication of rights-of-way for any existing county roads, subdivision roads and adjacent roads that are currently in easement only, and are under the ownership or control of the subdivider.

7. The design, layout and construction of subdivisions shall adhere to the higher or most rigorous of the City or County standards. All negotiations, deliberations and design determinations pertaining to required city infrastructure shall be conducted between the subdivider and City staff. City staff shall notify the County in writing once the subdivision adequately meets City standards.

8. Any provision of City services shall be conditioned on the subdivider signing a pre-annexation agreement, the form and substance of which as determined by the City.

9. The City, at its expense, shall oversee, inspect, and recommend acceptance for all City owned/operated onsite and offsite subdivision infrastructure. The County, at its expense, shall oversee, inspect, and recommend acceptance for County onsite and offsite subdivision infrastructure. Financial assurances provided for the completion of subdivision infrastructure shall list: 1) Sheridan County as the beneficiary in the case of default for County required infrastructure, and 2) the City of Sheridan as the beneficiary in the case of default for City required infrastructure. Where the subdivider has been found in default of the subdivision improvement agreement, Sheridan County may contract for and oversee the construction of County infrastructure, and the City of Sheridan may contract for and oversee the construction of City infrastructure.

10. City subdivision standards can only be achieved in areas where wastewater collection and treatment are planned for extension. The City will adopt a rural-type road section suitable for the one-mile area where wastewater services are not planned.

11. This Memorandum of Understanding may be amended by written consent of the Sheridan City Governing Body and the Sheridan Board of County Commissioners.

13. This Memorandum of Understanding may be terminated at any time by resolution by either Party upon 90-days written notice. Any subdivision application submitted within 90 days of termination shall be resolved regardless of this termination clause.

14. This Memorandum of Understanding shall become effective only upon approval of the City Governing Body and upon County adoption of an amendment to its Rules and Regulations Governing the Division of Land that incorporates this agreement as an appendix to said resolution.

15. This Memorandum of Understanding shall supersede any and all previous Memorandum of Understanding addressing the same.

SHERIDAN COUNTY

Lonnie Wright, Chairman

Dated: 5-17-22

ATTEST:

Eda Schunk Thompson, Sheridan County Clerk

CITY OF SHERIDAN

Richard Bridger, Mayor

Dated: April 27, 2022

ATTEST:

Cecilia Good, City Clerk

CITY OF SHERIDAN, WYOMING

55 Grinnell Street, P.O. Box 848, Sheridan Wyoming 82801
Ph (307) 674-6483 Fax (307) 674-2195

Planning

MEMORANDUM

RE: Discussion of PL-25-21, Ordinance 2295, Sheridan Heights Ranch, LLC De-annexation of 3.64 Acres - City Planner Kelly Schroeder

From: Kelly Schroeder, Planning Director

To: City Council

CC:

Date: 08/01/2025

Background:

In December 2024, the City of Sheridan worked with adjacent property owner Sheridan Heights Ranch, LLC to adjust the boundary line of the Kendrick Municipal Golf Course to match the existing fence line. This was simply a property boundary adjustment, not a municipal boundary adjustment, and resulted in 3.64 acres of land owned by Sheridan Heights Ranch, LLC to fall within municipal limits, and 4.15 acres of land owned by the City of Sheridan to fall within the County.

This application will consider de-annexing the 3.64 acres of land owned by Sheridan Heights, while application PL-25-26 will consider annexing the 4.15 acres of land owned by the City of Sheridan so that the property boundary line will match the municipal boundary line. The legal descriptions and map of these lands can be found in the attached exhibit.

Discussion:

On June 26, 2025, Sheridan Heights Ranch, LLC filed a petition with the City of Sheridan to de-annex two small tracts of land that are adjacent to the Kendrick Municipal Golf Course and which are part of the proposed Gillispie Draw County subdivision (PL-25-20). Pursuant to W.S. 15-1-421, the Board of County Commissioners must prepare a report on the impact of the proposed de-annexation within 60 days of receiving the petition. The City received an approved report from the Board of County Commissioners that was signed on August 19, 2025. The full report can be found attached to this memo. In summary, the report states that there are little to no expected impacts to services or revenue with this proposed de-annexation.

A Notice of the Petition to De-Annex was published in the Sheridan Press within ten days of the filing of the petition with the City as required by W.S. 15-1-421. The City also published a legal ad with the date of the Planning Commission public hearing as well as the City Council public hearing and first reading. No comments have been received to date from the public on this de-annexation proposal.

Findings of Fact:

Pursuant to W.S. 15-1-421, the following findings can be made in support of this de-annexation:

a. Sheridan Height Ranch, LLC is the sole owner of all the land to be de-annexed;
b. Sheridan Heights Ranch, LLC has signed the Petition for De-Annexation;
c. This de-annexation will not cause land within the City to no longer be contiguous with the rest of the City;

d. The City does not own any rights-of-way, easements, streets, or other property or improvements in the area to be de-annexed; and
e. This de-annexation will not create an area which is situated entirely within the City but is not part of the City.

Staff Recommendation:
Staff recommends that Planning Commission recommend approval of PL-25-21, Ordinance 2295 Sheridan Heights Ranch De-Annexation to City Council.

Attachments

Petition

Exhibit

Aerial

De-Annexation Report

Draft Ordinance

PETITION FOR DE-ANNEXATION
FROM THE CITY OF SHERIDAN, WYOMING

Pursuant to the provision of W.S. 15-1-421 *et. seq*. and other applicable statutes, the undersigned landowner ("Petitioner") respectfully petitions the Governing Body of the City of Sheridan, Wyoming (the "City") to de-annex their land from the City. In support of this Petition, the Petitioner provides the following:

1. Petitioner is the sole owner of the land petitioned to be de-annexed (the "Land"). A plat of the Land is attached hereto as **Exhibit A**.

2. Petitioner acknowledges that he shall provide a copy of this petition to the Board of Sheridan County Commissioners.

WHEREFORE, Petitioner prays to have the Land de-annexed and the boundaries of the City redrawn so the Land is outside the City's boundaries.

Dated this 26 day of June 2025.

Sheridan Heights Ranch, LLC

Don B. Roberts, Manager

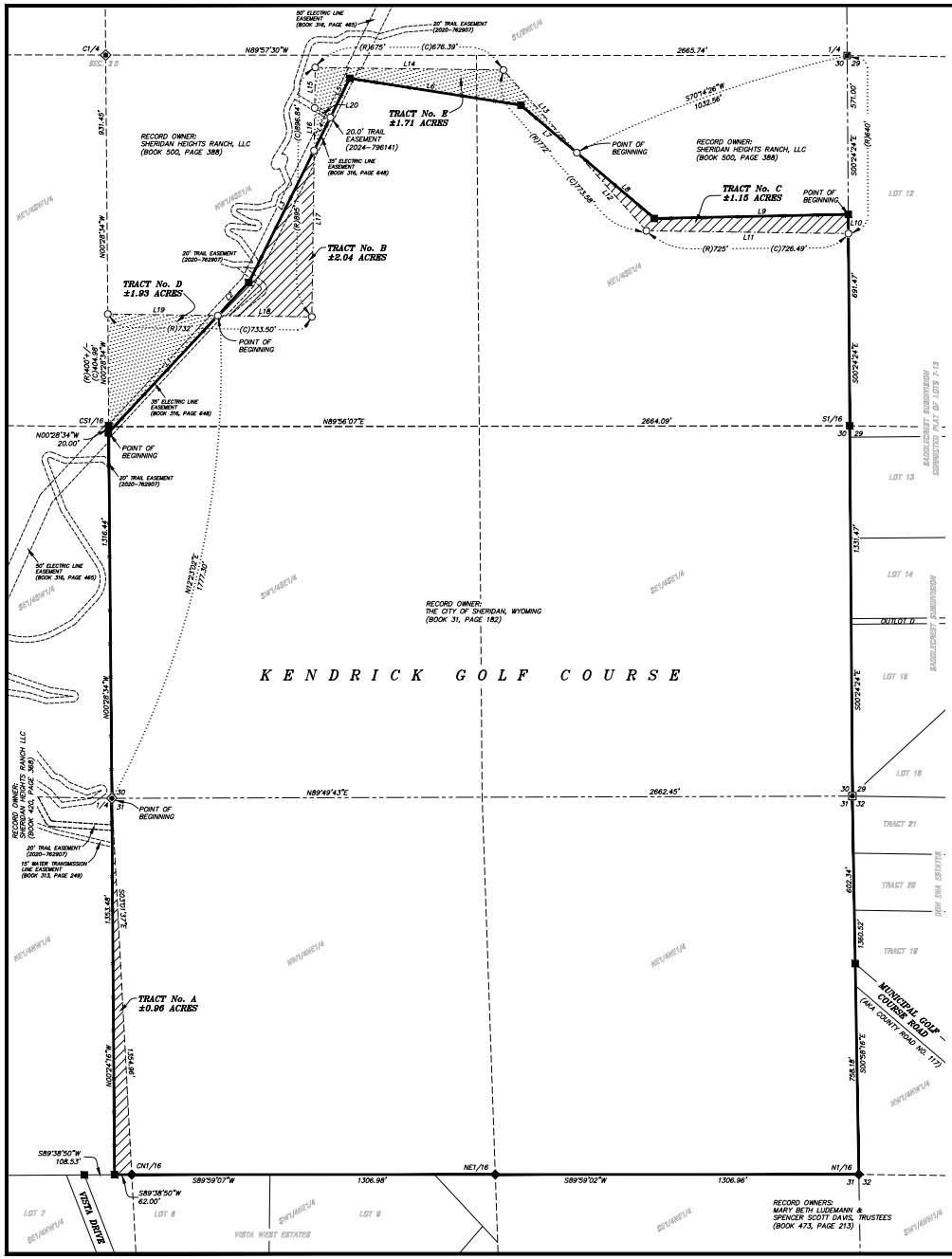
Subscribed and sworn before me this 26 day of June 2025 by Don B. Robers, Manager of Sheridan Heights Ranch, LLC.

Notary Public

My Commission Expires 12/31/2030

MOLLY PECUKONIS
NOTARY PUBLIC
STATE OF WYOMING
COMMISSION ID: 170690
MY COMMISSION EXPIRES: 12/31/2030

EXHIBIT "A"



SCALE: 1"= 200 feet

BEARINGS ARE BASED ON THE WYOMING COORDINATE SYSTEM NAD 1983, EAST CENTRAL ZONE
DISTANCES ARE SURFACE

GRAPHIC SCALE

-200 0 100 200 400 800

(U.S. SURVEY FEET)
1 inch = 200 feet

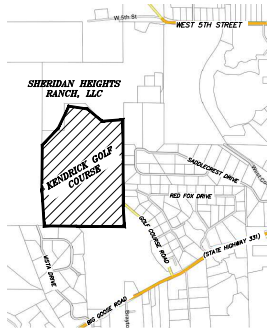
DATUM:

NAD 83(1993), NAVD 88 (U.S. SURVEY FEET)
DATUM ADJUSTMENT FACTOR (DAF): 1.000235
DIVIDE SURFACE COORDINATES BY DAF TO CALCULATE THE WYOMING COORDINATE SYSTEM NAD 1983, EAST CENTRAL ZONE, COORDINATES

LEGEND:

- FOUND 2" ALUMINUM CAP PER PLS 6812
- FOUND 3-1/4" ALUMINUM CAP PER PLS 6812
- FOUND 3-1/4" ALUMINUM CAP PER PLS 2615
- FOUND 3" BRASS CAP PER PLS 529
- FOUND 2" ALUMINUM CAP PER PLS 580
- CALCULATED: NOTHING FOUND/NOTHING SET
- (R) RECORD
- (C) CALCULATED
- BOUNDARY LINE
- PROPERTY LINE/LOT LINE
- BOUNDARY ADJUSTMENT LINE
- SECTION LINE
- INTERIOR SECTION LINE
- EASEMENT LINE AS NOTED
- CENTERLINE TRAIL EASEMENT
- FENCE LINE (SURVEY 2024)
- ANNEXATION (±4.15 ACRES)
- DE-ANNEXATION (±3.64 ACRES)

T56N, R84W, 6TH P.M.



LOCATION MAP
NO TRUE SCALE

LEGAL DESCRIPTION:

ANNEXATION: RECORD OWNER, THE CITY OF SHERIDAN (2024-795978)

TRACT NO. A

A TRACT OF LAND SITUATED IN THE NE¼NW¼ OF SECTION 31, TOWNSHIP 56 NORTH, RANGE 84 WEST, 6TH P.M., SHERIDAN COUNTY, WYOMING; SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH QUARTER CORNER OF SAID SECTION 31 (MONUMENTED WITH A 2" ALUMINUM CAP PER PLS 580); THENCE S01°01'37"E, 1354.96 FEET ALONG THE EAST LINE OF SAID NE¼NW¼ TO A POINT, SAID POINT BEING THE SOUTHEAST CORNER OF SAID NE¼NW¼, AND LYING ON THE NORTH LINE OF LOT 8, VISTA WEST ESTATES (MONUMENTED WITH A 3¼" ALUMINUM CAP PER PLS 6812); THENCE S89°38'50"W, 62.00 FEET ALONG THE SOUTH LINE OF SAID NE¼NW¼ AND SAID NORTH LINE OF LOT 8, VISTA WEST ESTATES TO A POINT (MONUMENTED WITH A 2" ALUMINUM CAP PER PLS 6812); THENCE N00°24'16"W, 1353.48 FEET ALONG AN EXISTING FENCE LINE TO THE POINT OF BEGINNING OF SAID TRACT.

SAID TRACT CONTAINS 0.96 ACRES OF LAND, MORE OR LESS.
BEARINGS ARE BASED ON THE WYOMING COORDINATE SYSTEM, NAD 1983, EAST CENTRAL ZONE.

TRACT NO. B

A TRACT OF LAND SITUATED IN THE NW¼SE¼ OF SECTION 30, TOWNSHIP 56 NORTH, RANGE 84 WEST, 6TH P.M., SHERIDAN COUNTY, WYOMING; SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 30 (MONUMENTED WITH A 2" ALUMINUM CAP PER PLS 580); THENCE N12°23'02"E, 1777.30 FEET TO THE POINT OF BEGINNING OF SAID TRACT, SAID POINT LYING ON THE NORTH LINE OF A TRACT OF LAND DESCRIBED IN BOOK 31 OF DEEDS, PAGE 182; THENCE N43°31'44"E, 162.53 FEET ALONG AN EXISTING FENCE LINE TO A POINT (MONUMENTED WITH A 2" ALUMINUM CAP PER PLS 6812); THENCE N26°19'41"E, 529.90 FEET ALONG AN EXISTING FENCE LINE TO A POINT, SAID POINT LYING ON SAID NORTH LINE OF SAID TRACT DESCRIBED IN BOOK 31 OF DEEDS, PAGE 182; THENCE S00°47'01"E, 598.35 FEET ALONG SAID NORTH LINE OF SAID TRACT DESCRIBED IN BOOK 31 OF DEEDS, PAGE 182 TO A POINT; THENCE N89°12'59"W, 337.84 FEET ALONG SAID NORTH LINE OF SAID TRACT DESCRIBED IN BOOK 31 OF DEEDS, PAGE 182 TO THE POINT OF BEGINNING OF SAID TRACT.

SAID TRACT CONTAINS 2.04 ACRES OF LAND, MORE OR LESS.
BEARINGS ARE BASED ON THE WYOMING COORDINATE SYSTEM, NAD 1983, EAST CENTRAL ZONE.

TRACT NO. C

A TRACT OF LAND SITUATED IN THE NE¼SE¼ OF SECTION 30, TOWNSHIP 56 NORTH, RANGE 84 WEST, 6TH P.M., SHERIDAN COUNTY, WYOMING; SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 30 (MONUMENTED WITH A 3¼" ALUMINUM CAP PER PLS 2615); THENCE S00°24'24"E, 571.00 FEET ALONG THE EAST LINE OF SAID NE¼SE¼ TO THE POINT OF BEGINNING OF SAID TRACT, SAID POINT LYING ON AN EXISTING FENCE LINE (MONUMENTED WITH A 2" ALUMINUM CAP PER PLS 6812); THENCE, CONTINUE S00°24'24"E, 69.00 FEET ALONG SAID EAST LINE OF SAID NE¼SE¼ TO A POINT, SAID POINT BEING THE NORTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 31 OF DEEDS, PAGE 182; THENCE N89°12'59"W, 726.49 FEET ALONG THE NORTH LINE OF SAID TRACT DESCRIBED IN BOOK 31 OF DEEDS, PAGE 182 TO A POINT; THENCE N41°38'59"W, 376.02 FEET ALONG SAID NORTH LINE OF SAID TRACT DESCRIBED IN BOOK 31 OF DEEDS, PAGE 182 TO A POINT, SAID POINT LYING ON AN EXISTING FENCE LINE; THENCE S49°39'02"E, 365.34 FEET ALONG SAID EXISTING FENCE LINE TO A POINT (MONUMENTED WITH A 2" ALUMINUM CAP PER PLS 6812); THENCE N88°47'52"E, 697.55 FEET ALONG SAID EXISTING FENCE LINE TO THE POINT OF BEGINNING OF SAID TRACT.

SAID TRACT CONTAINS 1.15 ACRES OF LAND, MORE OR LESS.
BEARINGS ARE BASED ON THE WYOMING COORDINATE SYSTEM, NAD 1983, EAST CENTRAL ZONE.

LINE TABLE

LINE	BEARING	DISTANCE
L1	S43°03'44"W	574.25'
L2	N43°03'44"E	162.53'
L3	N26°19'41"E	529.90'
L4	S26°19'41"W	132.58'
L5	S26°19'41"W	157.13'
L6	N81°02'56"W	622.90'
L7	N49°39'02"W	263.51'
L8	S49°39'02"E	365.34'
L9	N88°47'52"E	697.55'
L10	S00°24'24"E	69.00'

LINE TABLE

LINE	BEARING	DISTANCE
L11	N89°12'59"W	726.49'
L12	N41°38'59"W	376.02'
L13	S41°38'59"E	397.57'
L14	S89°12'59"E	676.39'
L15	N00°47'01"E	145.74'
L16	N00°47'01"E	152.74'
L17	S00°47'01"W	598.35'
L18	N89°12'59"W	337.84'
L19	S89°12'59"E	395.66'
L20	S59°07'43"E	66.07'

SURVEYOR'S CERTIFICATE

STATE OF WYOMING :ss
COUNTY OF SHERIDAN

I, ANDRE STAMENKOVIC, A DULY REGISTERED LAND SURVEYOR IN THE STATE OF WYOMING, DO HEREBY STATE THAT THIS PLAT REPRESENTS THE RESULTS OF A SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION.

Professional Land Surveyor ANDRE STAMENKOVIC 14141 Sheridan WYOMING

PRELIMINARY DRAFT

"PLAT IS VALID ONLY IF PRINT HAS ORIGINAL SIGNATURE OF SURVEYOR SIGNED AND DATED"

LEGAL DESCRIPTION:

DE-ANNEXATION: RECORD OWNER, SHERIDAN HEIGHTS RANCH, LLC (2024-795977)

TRACT NO. D

A TRACT OF LAND SITUATED IN THE W½SE¼ OF SECTION 30, TOWNSHIP 56 NORTH, RANGE 84 WEST, 6TH P.M., SHERIDAN COUNTY, WYOMING; SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 30 (MONUMENTED WITH A 2" ALUMINUM CAP PER PLS 580); THENCE N00°28'34"W, 1316.44 FEET ALONG THE WEST LINE OF SAID W½SE¼ TO THE POINT OF BEGINNING OF SAID TRACT, SAID POINT ALSO LYING ON THE WEST LINE OF A TRACT OF LAND DESCRIBED IN BOOK 31 OF DEEDS, PAGE 182 (MONUMENTED WITH A 2" ALUMINUM CAP PER PLS 6812); THENCE, CONTINUE N00°28'34"W, 20.00 FEET ALONG SAID WEST LINE OF SAID W½SE¼, AND SAID WEST LINE OF SAID TRACT DESCRIBED IN BOOK 31 OF DEEDS, PAGE 182 TO A POINT, SAID POINT BEING THE SOUTHWEST CORNER OF THE NW¼SE¼; THENCE, CONTINUE N00°28'34"W, 404.98 FEET ALONG SAID WEST LINE OF SAID W½SE¼, AND SAID WEST LINE OF SAID TRACT DESCRIBED IN BOOK 31 OF DEEDS, PAGE 182 TO A POINT, SAID POINT BEING THE NORTHWEST CORNER OF SAID TRACT DESCRIBED IN BOOK 31 OF DEEDS, PAGE 182; THENCE S89°12'59"E, 395.66 FEET ALONG THE NORTH LINE OF SAID TRACT DESCRIBED IN BOOK 31 OF DEEDS, PAGE 182 TO A POINT, SAID POINT LYING ON AN EXISTING FENCE LINE; THENCE S43°03'44"W, 574.25 FEET ALONG SAID EXISTING FENCE LINE TO THE POINT OF BEGINNING OF SAID TRACT.

SAID TRACT CONTAINS 1.93 ACRES OF LAND, MORE OR LESS.
BEARINGS ARE BASED ON THE WYOMING COORDINATE SYSTEM, NAD 1983, EAST CENTRAL ZONE.

TRACT NO. E

A TRACT OF LAND SITUATED IN THE W½SE¼ OF SECTION 30, TOWNSHIP 56 NORTH, RANGE 84 WEST, 6TH P.M., SHERIDAN COUNTY, WYOMING; SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 30 (MONUMENTED WITH A 3¼" ALUMINUM CAP PER PLS 2615); THENCE S70°14'26"W, 1032.56 FEET TO THE POINT OF BEGINNING OF SAID TRACT, SAID POINT LYING ON THE NORTH LINE OF A TRACT OF LAND DESCRIBED IN BOOK 31 OF DEEDS, PAGE 182, AND AN EXISTING FENCE LINE; THENCE N49°39'02"W, 263.51 FEET ALONG AN EXISTING FENCE LINE TO A POINT (MONUMENTED WITH A 2" ALUMINUM CAP PER PLS 6812); THENCE N81°02'56"W, 622.90 FEET ALONG SAID EXISTING FENCE LINE TO A POINT (MONUMENTED WITH A 2" ALUMINUM CAP PER PLS 6812); THENCE S26°19'41"W, 289.71 FEET ALONG SAID EXISTING FENCE LINE TO A POINT, SAID POINT LYING ON SAID NORTH LINE OF SAID TRACT DESCRIBED IN BOOK 31 OF DEEDS, PAGE 182; THENCE N00°47'01"E, 298.48 FEET ALONG SAID NORTH LINE OF SAID TRACT DESCRIBED IN BOOK 31 OF DEEDS, PAGE 182 TO A POINT; THENCE S89°12'59"E, 676.39 FEET ALONG SAID NORTH LINE OF SAID TRACT DESCRIBED IN BOOK 31 OF DEEDS, PAGE 182 TO A POINT; THENCE S41°38'59"E, 397.57 FEET ALONG SAID NORTH LINE OF SAID TRACT DESCRIBED IN BOOK 31 OF DEEDS, PAGE 182 TO THE POINT OF BEGINNING OF SAID TRACT.

SAID TRACT CONTAINS 1.71 ACRES OF LAND, MORE OR LESS.
BEARINGS ARE BASED ON THE WYOMING COORDINATE SYSTEM, NAD 1983, EAST CENTRAL ZONE.

CERTIFICATE OF RECORDER

STATE OF WYOMING :ss
COUNTY OF SHERIDAN

THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE CLERK AND RECORDER AT _____ O'CLOCK __.M.,
THIS _____, DAY OF _____, 20_____, AND IS DULY RECORDED AS SURVEY _____, NO._____
FEE $ _____

_____ STAMP RECEIVING NUMBER _____
COUNTY CLERK

ANNEXATION & DE-ANNEXATION
KENDRICK GOLF COURSE

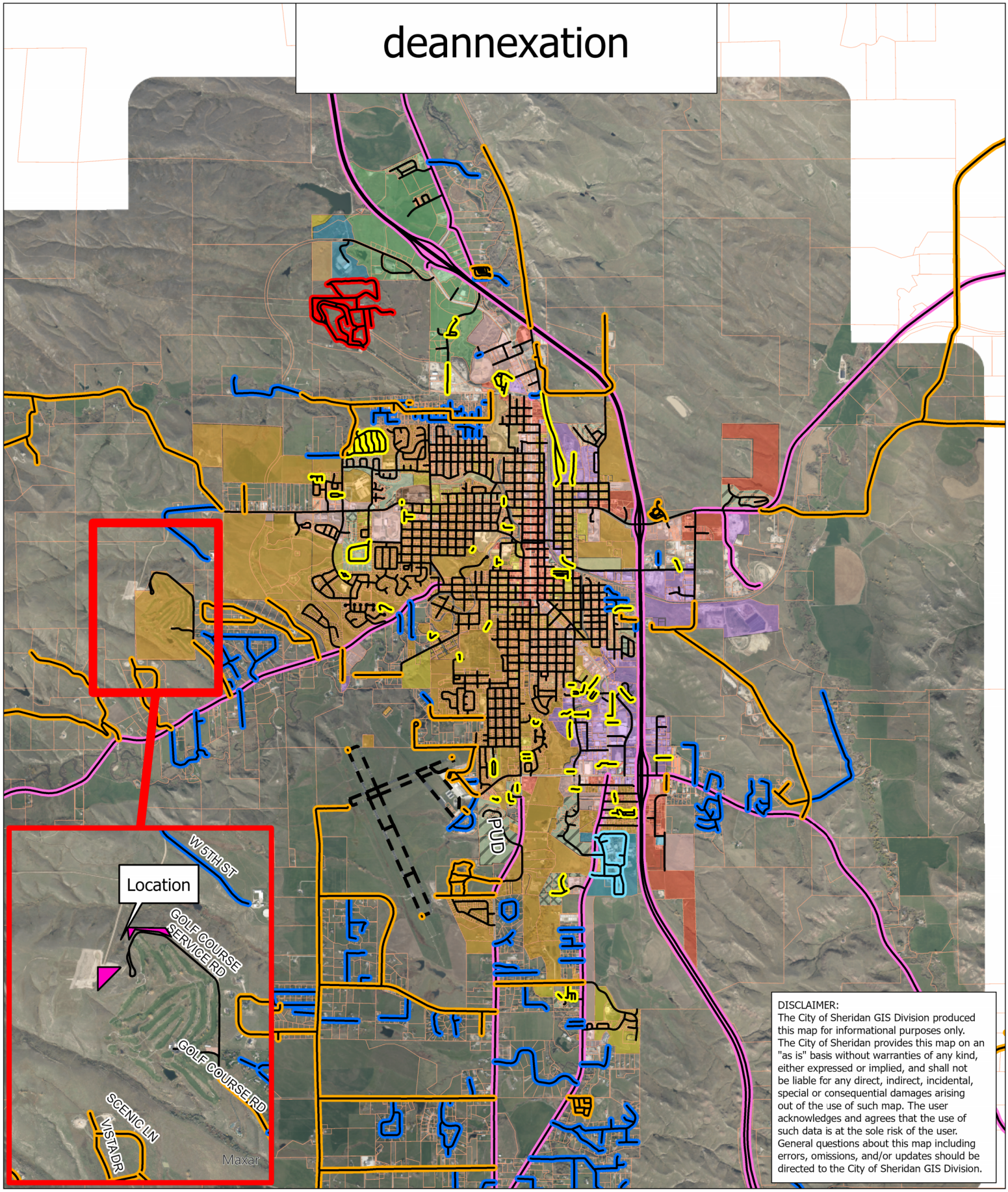
SITUATED IN THE SE1/4 OF SECTION 30, AND THE NE1/4NW1/4 OF SECTION 31, TOWNSHIP 56 NORTH, RANGE 84 WEST, 6TH PRINCIPAL MERIDIAN, SHERIDAN COUNTY, WYOMING

RESTFELDT SURVEYING
2340 WETLANDS DR., SUITE 100
SHERIDAN, WY 82801
307-672-7415

CLIENT: SHERIDAN HEIGHTS RANCH, LLC
200 CONCHO COURT
SHERIDAN, WY 82801

JN: 2024-078 Sz:9
DN: 2024-078-ANNEX
TAB: ANNEX
FP: T2024-078
REVIEWED BY: TDT-CT
JUNE 25, 2025

deannexation



DISCLAIMER:
The City of Sheridan GIS Division produced this map for informational purposes only. The City of Sheridan provides this map on an "as is" basis without warranties of any kind, either expressed or implied, and shall not be liable for any direct, indirect, incidental, special or consequential damages arising out of the use of such map. The user acknowledges and agrees that the use of such data is at the sole risk of the user. General questions about this map including errors, omissions, and/or updates should be directed to the City of Sheridan GIS Division.

CITY OF Sheridan WYOMING

N

Miles 0 0.7 1.4

Date: 7/29/2025 9:30 AM User: sgoodman

Sheridan County, Wyoming Report

on

De-annexation Impact

Petitioner: Sheridan Heights Ranch, LLC

Approved by the Board of County Commissioners
August 19, 2025

BOARD OF COUNTY COMMISSIONERS

Lonnie Wright, Chairman

ATTEST:

Eda Schunk Thompson, County Clerk

PETITION

On June 26, 2025, Sheridan County (Public Works Department) received a copy of a petition to de-annex from the City of Sheridan filed by Sheridan Heights Ranch, LLC (Petitioner) dated June 26, 2025 (see petition attached). The two small areas covered in the petition are a part of the proposed county "Gillispie Draw Subdivision" and would be included in a much larger conservation tract within that subdivision. Pursuant to W.S. 15-1-421, within 60 days of the county's receipt of the petition, the BOCC must prepare a report on the impact of de-annexation.

ORIGINAL ANNEXATION

According to City of Sheridan, the subject property was annexed on May 21, 1959 with the adoption of Ordinance #1019. The annexation was initiated by the City of Sheridan.

PARCEL INFORMATION

Location: N ½ SE ¼ Section 30, T. 56 N., R. 84 W. (see petition Exhibit "A")
Total Area: Two tracts, 3.64 Acres (Tract Nos. D & E)
City Zoning: R-1 (Residential)
Assessed: Agricultural, Parcel # 56842910000210
2025 Assessed Value: Unknown

PLANNING DESIGNATIONS

Sheridan Land Use Plan, 2016: "Public Open Space"
Sheridan Joint Planning Area Land Use Plan, 2017: "Agricultural"
201 Intergovernmental Agreement, 1985: Outside designated Sewer Service Area

EXISTING MUNICIPAL SERVICES

Water- Not served
Sewer- Not served
Streets- Not served
Police- presumed
Animal Control- presumed
Fire Rescue- presumed
Waste Collection- Not served

ANTICIPTED COUNTY SERVICE IMPACTS

Water – No direct impacts would be anticipated since Sheridan County government does not provide water service.

Sewer- No direct impacts would be anticipated since Sheridan County government does not provide sewer service.

Streets/Roads- No direct impact would be anticipated since no county maintained public ways serve the subject area.

Law Enforcement- Calls to this property would typically be responded to by the County Sheriff's Office. The addition of this small agricultural property to the Sheriff's response area should prove insignificant.

Emergency Services- It is anticipated that the parcel would become a part of the Sheridan Area Rural Fire Protection District. The addition of subject area to the District's response area would most likely be insignificant.

Animal Control- No direct impacts would be anticipated since the county government does not provide dedicated animal control services. (Animals running at large may be controlled by the Sheriff.)

Waste Collection- No direct impacts would be anticipated since the county government does not provide waste collection services.

ANTICIPTED COUNTY REVENUE IMPACTS

Property Tax- The revenue derived from property taxes on this parcel for the County General Fund (12 mills) would remain unaltered. Revenue to the Sheridan Area Rural Fire Protection District (3 mills) would be increased slightly.

State Shared Revenue- Revenues derived from some state taxes, such as sales tax and gasoline tax, are based on the proportion of residents living in the various municipalities versus the unincorporated areas of the county. Since there are no residents in the subject area (nor are there any foreseeable future residents because of the proposed conservation status), the county would not realize a gain in such population-based revenues when figured as a percentage of the overall revenues derived from the same sources.

GENERAL COMMENTS

Net service and revenue impacts to Sheridan County would appear to be negligible as a consequence of the proposed de-annexation. With any de-annexation proposal, principles that define sound community development ought to be given equal consideration. The municipal form of government exists principally to support urban-type development where the institutions, powers and resources best suited for human settlement occur in patterns that are typically denser than country counterparts. Wyoming counties, on the other hand, are poorly endowed by the legislature to deal with the needs of modern urban life.

While the decision to remain a part of a municipality is largely political, a major premise of good planning is that municipalities must have the ability to grow through urban development to maintain a healthy revenue base and efficiently provide municipal services. In many ways, good municipal growth is also good county growth. In the case at hand, however, no development

exists nor is any depicted in official city and county planning policies[1]. The proposed de-annexation at hand would appear to be supported by these guidelines and further be of little or no impact to Sheridan County services or revenues.

[1] Sheridan County Comprehensive Plan, 2020
Sheridan Joint Planning Area – Land Use Plan, 2017

PETITION FOR DE-ANNEXATION
FROM THE CITY OF SHERIDAN, WYOMING

Pursuant to the provision of W.S. 15-1-421 *et. seq*. and other applicable statutes, the undersigned landowner ("Petitioner") respectfully petitions the Governing Body of the City of Sheridan, Wyoming (the "City") to de-annex their land from the City. In support of this Petition, the Petitioner provides the following:

1. Petitioner is the sole owner of the land petitioned to be de-annexed (the "Land"). A plat of the Land is attached hereto as **Exhibit A**.

2. Petitioner acknowledges that he shall provide a copy of this petition to the Board of Sheridan County Commissioners.

WHEREFORE, Petitioner prays to have the Land de-annexed and the boundaries of the City redrawn so the Land is outside the City's boundaries.

Dated this 26 day of June 2025.

Sheridan Heights Ranch, LLC

Don B. Roberts, Manager

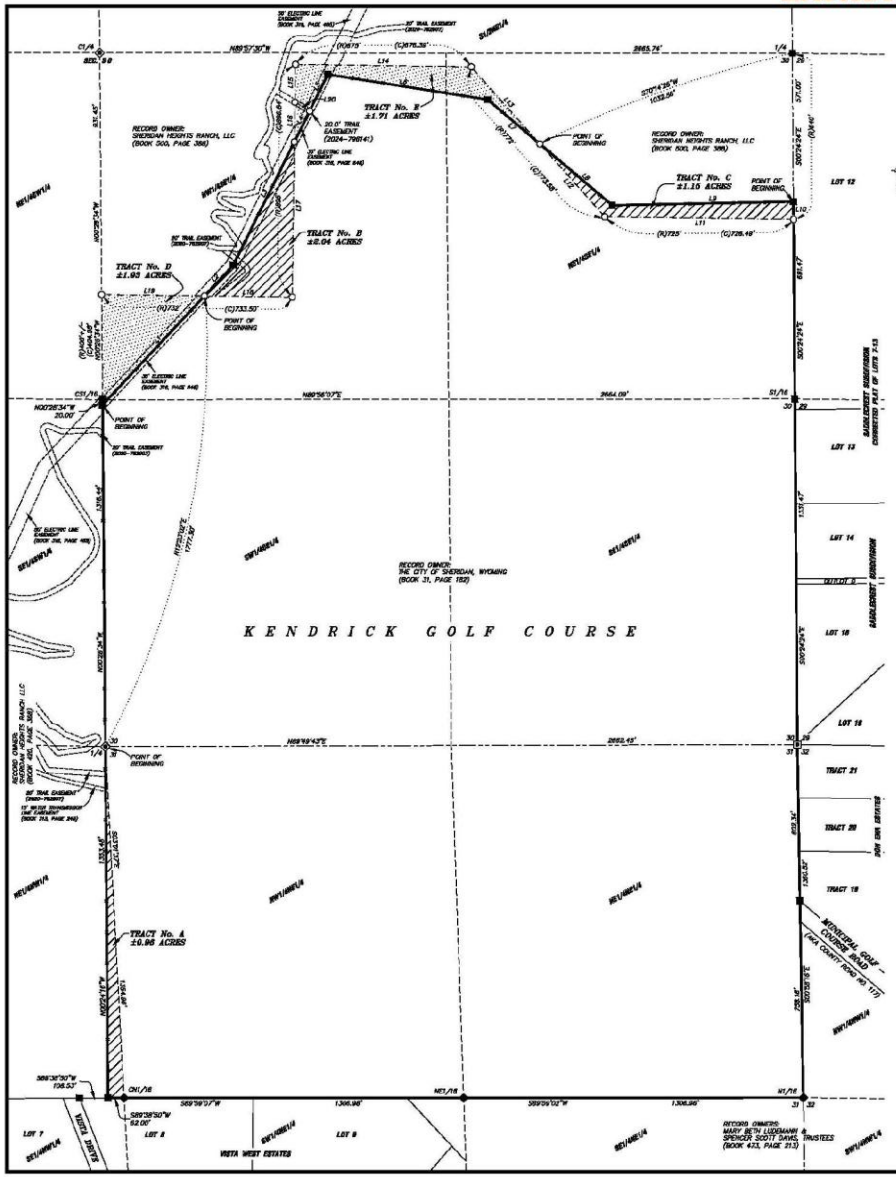
Subscribed and sworn before me this 26 day of June 2025 by Don B. Robers, Manager of Sheridan Heights Ranch, LLC.

Notary Public

MOLLY PECUKONIS
NOTARY PUBLIC
STATE OF WYOMING
COMMISSION ID: 170690
MY COMMISSION EXPIRES: 12/31/2030

My Commission Expires 12/31/2030

EXHIBIT "A"



SCALE: 1" = 200 feet

BEARINGS ARE BASED ON THE WYOMING COORDINATE SYSTEM NAD 1983, EAST CENTRAL ZONE (DISTANCES ARE SURFACE

GRAPHIC SCALE

(U.S. SURVEY FEET)
1 inch = 200 feet.

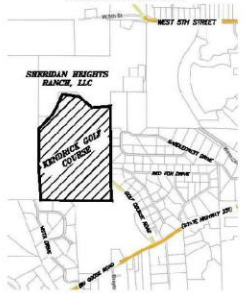
DATUM:

NAD 83(1992), NAD 83 (U.S. SURVEY FEET)
DATUM ADJUSTMENT FACTOR ("DAF"): 1.000235
DIVIDE SURFACE COORDINATES BY DAF TO CALCULATE THE WYOMING COORDINATE SYSTEM NAD 1983, EAST CENTRAL ZONE, COORDINATES

LEGEND:

- FOUND 2" ALUMINUM CAP PER PLS 6812
- FOUND 3-1/4" ALUMINUM CAP PER PLS 6813
- FOUND 3-1/4" ALUMINUM CAP PER PLS 2815
- FOUND 3" BRASS CAP PER PLS 529
- FOUND 3" ALUMINUM CAP PER PLS 590
- CALCULATED; NOTHING FOUND/ANYTHING SET
- (R) RECORD
- (C) CALCULATED
- BOUNDARY LINE
- PROPERTY LINE/LOT LINE
- BOUNDARY ADJUSTMENT LINE
- SECTION LINE
- INTERIOR SECTION LINE
- EASEMENT LINE AS NOTED
- CENTERLINE TRAIL EASEMENT
- FENCE LINE (SURVEY 2024)
- ANNEXATION (14.15 ACRES)
- DE-ANNEXATION (23.94 ACRES)

T56N, R84W, 6TH P.M.



LOCATION MAP
NO TRUE SCALE

LEGAL DESCRIPTION:

ANNEXATION: RECORD OWNER, THE CITY OF SHERIDAN (#684-796978)

TRACT NO. A

A TRACT OF LAND SITUATED IN THE NE¼NW¼ OF SECTION 31, TOWNSHIP 56 NORTH, RANGE 84 WEST, 6TH P.M., SHERIDAN COUNTY, WYOMING, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH QUARTER CORNER OF SAID SECTION 31 (MONUMENTED WITH A 2" ALUMINUM CAP PER PLS 2812); THENCE S03°59'37"E, 1,264.96 FEET ALONG THE EAST LINE OF SAID NE¼NW¼ TO A POINT, SAID POINT BEING THE SOUTHEAST CORNER OF SAID NE¼NW¼, AND LYING ON THE NORTH LINE OF LOT 6, VISTA WEST ESTATES (MONUMENTED WITH A .28" ALUMINUM CAP PER PLS 6812); THENCE S89°36'30"W, 63.00 FEET ALONG THE SOUTH LINE OF SAID NE¼NW¼ AND SAID NORTH LINE OF LOT 6, VISTA WEST ESTATES TO A POINT (MONUMENTED WITH A 2" ALUMINUM CAP PER PLS 6812); THENCE N00°24'16"W, 1,333.45 FEET ALONG AN EXISTING FENCE LINE TO THE POINT OF BEGINNING OF SAID TRACT.

SAID TRACT CONTAINS 3.96 ACRES OF LAND, MORE OR LESS.
BEARINGS ARE BASED ON THE WYOMING COORDINATE SYSTEM, NAD 1983, EAST CENTRAL ZONE.

TRACT NO. B

A TRACT OF LAND SITUATED IN THE NW¼SW¼ OF SECTION 30, TOWNSHIP 56 NORTH, RANGE 84 WEST, 6TH P.M., SHERIDAN COUNTY, WYOMING, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 30 (MONUMENTED WITH A 2" ALUMINUM CAP PER PLS 5860); THENCE N12°23'03"E, 1777.30 FEET TO THE POINT OF BEGINNING OF SAID TRACT, SAID POINT LYING ON THE NORTH LINE OF A TRACT OF LAND DESCRIBED IN BOOK 31 OF DEEDS, PAGE 182; THENCE N43°03'44"E, 152.63 FEET ALONG AN EXISTING FENCE LINE TO A POINT (MONUMENTED WITH A 2" ALUMINUM CAP PER PLS 6812); THENCE N39°19'41"E, 529.90 FEET ALONG AN EXISTING FENCE LINE TO A POINT, SAID POINT LYING ON SAID NORTH LINE OF SAID TRACT DESCRIBED IN BOOK 31 OF DEEDS, PAGE 182; THENCE S90°47'01"W, 596.35 FEET ALONG SAID NORTH LINE OF SAID TRACT DESCRIBED IN BOOK 31 OF DEEDS, PAGE 182 TO A POINT; THENCE N89°12'59"W, 337.84 FEET ALONG SAID NORTH LINE OF SAID TRACT DESCRIBED IN BOOK 31 OF DEEDS, PAGE 182 TO THE POINT OF BEGINNING OF SAID TRACT.

SAID TRACT CONTAIN 2.04 ACRES OF LAND, MORE OR LESS.
BEARINGS ARE BASED ON THE WYOMING COORDINATE SYSTEM, NAD 1983, EAST CENTRAL ZONE.

TRACT NO. C

A TRACT OF LAND SITUATED IN THE NE¼SE¼ OF SECTION 30, TOWNSHIP 56 NORTH, RANGE 84 WEST, 6TH P.M., SHERIDAN COUNTY, WYOMING, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 30 (MONUMENTED WITH A 3¼" ALUMINUM CAP PER PLS 2815); THENCE S00°24'24"E, 571.00 FEET ALONG THE EAST LINE OF SAID NE¼SE¼ TO THE POINT OF BEGINNING OF SAID TRACT, SAID POINT LYING ON AN EXISTING FENCE LINE (MONUMENTED WITH A 2" ALUMINUM CAP PER PLS 6812); THENCE, CONTINUE S00°24'24"E, 88.00 FEET ALONG SAID EAST LINE OF SAID NE¼SE¼ TO A POINT, SAID POINT BEING THE NORTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 31 OF DEEDS, PAGE 182; THENCE N89°12'59"W, 738.48 FEET ALONG THE NORTH LINE OF SAID TRACT DESCRIBED IN BOOK 31 OF DEEDS, PAGE 182 TO A POINT; THENCE N41°28'59"E, 376.02 FEET ALONG SAID NORTH LINE OF SAID TRACT DESCRIBED IN BOOK 31 OF DEEDS, PAGE 182 TO A POINT; THENCE N43°03'44"E, 353.74 FEET ALONG SAID EXISTING FENCE LINE TO A POINT (MONUMENTED WITH A 2" ALUMINUM CAP PER PLS 6812); THENCE N89°47'02"E, 697.55 FEET ALONG SAID EXISTING FENCE LINE TO THE POINT OF BEGINNING OF SAID TRACT.

SAID TRACT CONTAINS 1.15 ACRES OF LAND, MORE OR LESS.
BEARINGS ARE BASED ON THE WYOMING COORDINATE SYSTEM, NAD 1983, EAST CENTRAL ZONE.

LEGAL DESCRIPTION:

DE-ANNEXATION: RECORD OWNER, SHERIDAN HEIGHTS RANCH, LLC (#684-796977)

TRACT NO. D

A TRACT OF LAND SITUATED IN THE W½SE¼ OF SECTION 30, TOWNSHIP 56 NORTH, RANGE 84 WEST, 6TH P.M., SHERIDAN COUNTY, WYOMING, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 30 (MONUMENTED WITH A 2" ALUMINUM CAP PER PLS 5860); THENCE N00°28'34"W, 1,316.44 FEET ALONG THE WEST LINE OF SAID W½SE¼ TO THE POINT OF BEGINNING OF SAID TRACT, SAID POINT ALSO LYING ON THE WEST LINE OF A TRACT OF LAND DESCRIBED IN BOOK 31 OF DEEDS, PAGE 182 (MONUMENTED WITH A 2" ALUMINUM CAP PER PLS 6812); THENCE, CONTINUE N00°28'34"W, 20.00 FEET ALONG SAID WEST LINE OF SAID W½SE¼, AND SAID WEST LINE OF SAID TRACT DESCRIBED IN BOOK 31 OF DEEDS, PAGE 182 TO A POINT, SAID POINT BEING THE SOUTHWEST CORNER OF THE NW¼SE¼; THENCE, CONTINUE N00°28'34"W 404.98 FEET ALONG SAID WEST LINE OF SAID W½SE¼, AND SAID WEST LINE OF SAID TRACT DESCRIBED IN BOOK 31 OF DEEDS, PAGE 182 TO A POINT, SAID POINT BEING THE NORTHWEST CORNER OF SAID TRACT DESCRIBED IN BOOK 31 OF DEEDS, PAGE 182; THENCE S89°12'59"E, 359.66 FEET ALONG THE NORTH LINE OF SAID TRACT DESCRIBED IN BOOK 31 OF DEEDS, PAGE 182 TO A POINT, SAID POINT LYING ON AN EXISTING FENCE LINE; THENCE S43°03'44"E, 574.25 FEET ALONG SAID EXISTING FENCE LINE TO THE POINT OF BEGINNING OF SAID TRACT.

SAID TRACT CONTAINS 1.93 ACRES OF LAND, MORE OR LESS.
BEARINGS ARE BASED ON THE WYOMING COORDINATE SYSTEM, NAD 1983, EAST CENTRAL ZONE.

TRACT NO. E

A TRACT OF LAND SITUATED IN THE NW¼SE¼ OF SECTION 30, TOWNSHIP 56 NORTH, RANGE 84 WEST, 6TH P.M., SHERIDAN COUNTY, WYOMING, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 30 (MONUMENTED WITH A 3¼" ALUMINUM CAP PER PLS 2815); THENCE S70°14'28"W, 1032.86 FEET TO THE POINT OF BEGINNING OF SAID TRACT, SAID POINT LYING ON THE NORTH LINE OF A TRACT OF LAND DESCRIBED IN BOOK 31 OF DEEDS, PAGE 182 AND AN EXISTING FENCE LINE; THENCE N41°28'02"E, 263.51 FEET ALONG AN EXISTING FENCE LINE TO A POINT (MONUMENTED WITH A 2" ALUMINUM CAP PER PLS 6812); THENCE N01°35'56"E, 633.99 FEET ALONG SAID EXISTING FENCE LINE TO A POINT (MONUMENTED WITH A 2" ALUMINUM CAP PER PLS 6812); THENCE S39°15'41"E, 289.71 FEET ALONG SAID EXISTING FENCE LINE TO A POINT, SAID POINT LYING ON SAID NORTH LINE OF SAID TRACT DESCRIBED IN BOOK 31 OF DEEDS, PAGE 182; THENCE N90°47'01"E, 298.46 FEET ALONG SAID NORTH LINE OF SAID TRACT DESCRIBED IN BOOK 31 OF DEEDS, PAGE 182 TO A POINT; THENCE S89°12'59"E, 876.39 FEET ALONG SAID NORTH LINE OF SAID TRACT DESCRIBED IN BOOK 31 OF DEEDS, PAGE 182 TO A POINT; THENCE S41°28'59"E, 297.57 FEET ALONG SAID NORTH LINE OF SAID TRACT DESCRIBED IN BOOK 31 OF DEEDS, PAGE 188 TO THE POINT OF BEGINNING OF SAID TRACT.

SAID TRACT CONTAINS 1.71 ACRES OF LAND, MORE OR LESS.
BEARINGS ARE BASED ON THE WYOMING COORDINATE SYSTEM, NAD 1983, EAST CENTRAL ZONE.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S43°03'44"W	574.25'
L2	N43°03'44"E	153.53'
L3	N26°19'41"E	528.90'
L4	S26°19'41"W	133.08'
L5	S26°19'41"W	187.13'
L6	N81°02'58"W	622.90'
L7	N48°38'58"W	263.01'
L8	S48°38'58"E	365.34'
L9	N89°47'02"E	697.55'
L10	S00°24'24"E	88.00'

LINE TABLE		
LINE	BEARING	DISTANCE
L11	N89°12'59"W	726.48'
L12	N41°28'59"E	376.02'
L13	S41°28'59"E	393.57'
L14	S89°12'59"E	676.39'
L15	N00°47'01"E	145.74'
L16	N00°47'01"E	153.74'
L17	S00°47'01"W	596.33'
L18	N89°12'59"W	337.84'
L19	S89°12'59"E	393.66'
L20	S39°01'43"E	96.03'

SURVEYOR'S CERTIFICATE

STATE OF WYOMING)
COUNTY OF SHERIDAN) SS

I, ANDRE STAMEMITCH, A DULY REGISTERED LAND SURVEYOR IN THE STATE OF WYOMING, DO HEREBY STATE THAT THIS PLAT REPRESENTS THE RESULTS OF A SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION.

Professional Land Surveyor ANDRE STAMEMITCH 14612 WYOMING

PRELIMINARY DRAFT

"PLAT IS NOT VALID IF PRINT AND ORIGINAL SIGNATURE OF SURVEYOR SEEN AND DATED"

CERTIFICATE OF RECORDER

STATE OF WYOMING)
COUNTY OF SHERIDAN) SS

THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE CLERK AND RECORDER AT _____ O'CLOCK ___M.,
THIS _____ DAY OF _____, 20_____, AND IS DULY RECORDED AS SURVEY _____, NO. _____
FEE $ _____

_____ STAMP RECEIVING NUMBER _____
COUNTY CLERK

ANNEXATION & DE-ANNEXATION
KENDRICK GOLF COURSE

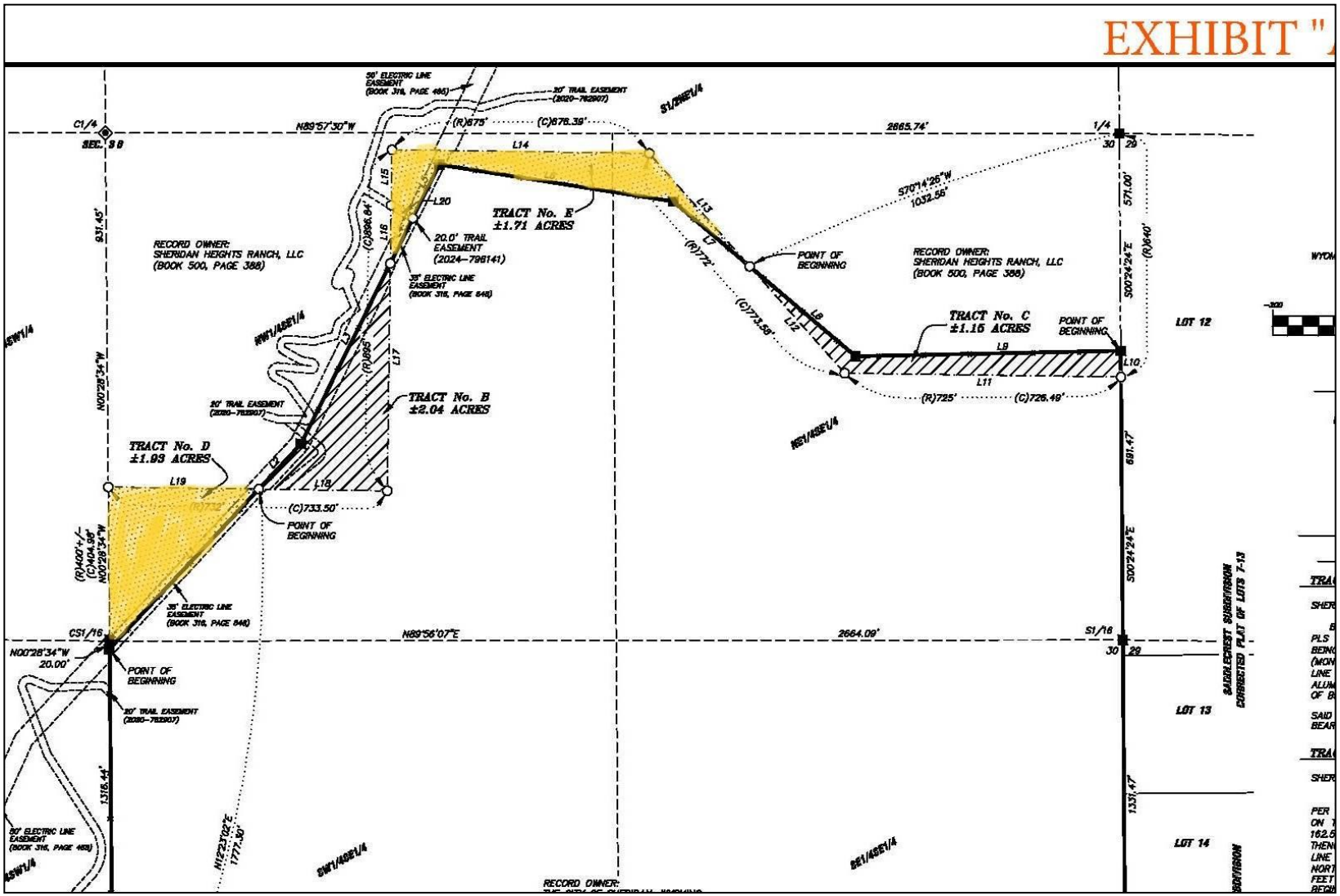
SITUATED IN THE SE1/4 OF SECTION 30, AND THE NE1/4NW1/4 OF SECTION 31, TOWNSHIP 56 NORTH, RANGE 84 WEST, 6TH PRINCIPAL MERIDIAN, SHERIDAN COUNTY, WYOMING

BESTBELDT SURVEYING
2340 METLANDS DR., SUITE 100
SHERIDAN, WY 82801
307-672-7415

CLIENT: SHERIDAN HEIGHTS RANCH, LLC
200 CONCHO COURT
SHERIDAN, WY 82801

DN:2024-578, SJ 9
DN:2024-578-ANNEX
(AS AMND)
PT:13024-009
REVISED 29 OCT-CT
JUNE 25, 2025

EXHIBIT "A"


TRACT No. E
±1.71 ACRES
TRACT No. B
±2.04 ACRES
TRACT No. C
±1.16 ACRES
TRACT No. D
±1.93 ACRES
POINT OF BEGINNING
RECORD OWNER:
SHERIDAN HEIGHTS RANCH, LLC
(BOOK 500, PAGE 388)
20.0' TRAIL EASEMENT
(2024-798141)
35' ELECTRIC LINE EASEMENT
(BOOK 316, PAGE 448)
50' ELECTRIC LINE EASEMENT
(BOOK 316, PAGE 466)
20' TRAIL EASEMENT
(2020-762907)
80' ELECTRIC LINE EASEMENT
(BOOK 316, PAGE 463)
N89°57'30"W
2665.74'
N89°56'07"E
2664.09'
N00°28'34"W
931.45'
1316.44'
681.47'
1331.47'
571.00'
S00°24'24"E
S70°14'26"W
1032.56'
LOT 12
LOT 13
LOT 14
SADDLECREST SUBDIVISION
CORRECTED PLAT OF LOTS 7-13
C1/4
SEC. 30
S1/16
NW1/4SE1/4
NE1/4SE1/4
SW1/4SE1/4
SE1/4SE1/4

CITY OF SHERIDAN
ORDINANCE NO. 2295

AN ORDINANCE, DE-ANNEXING TWO TRACTS OF LAND, TOTALLING 3.64 ACRES, SITUATED IN THE SE1/4 OF SECTION 30, TOWNSHIP 56 NORTH, RANGE 84 WEST, 6TH PRINCIPAL MERIDIAN, SHERIDAN COUNTY, WY.

WHEREAS, Sheridan Heights Ranch, LLC is the sole owner of the tracts of land to be de-annexed and has petitioned the City of Sheridan (the "City") in writing for the de-annexation of said land;

WHEREAS, the owner has also filed a copy of the Petition for De-Annexation with Sheridan County, Wyoming (the "County"), and the County has prepared a de-annexation report pursuant to W.S. 15-1-421(a);

WHEREAS, the County has agreed to and consents to the this de-annexation; and

WHEREAS, notice of the Petition for De-Annexation was published in the Sheridan press within ten (10) days of filing the Petition with the City pursuant to W.S. 15-1-421(b);

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

1. **LAND:** The following described tracts of land are hereby de-annexed from the City of Sheridan, as shown on the survey attached hereto as **Exhibit A**, to wit:

TRACT D:

A tract of land situated in the W½SE¼ of Section 30, Township 56 North, Range 84 West, 6th P.M., Sheridan County, Wyoming; said tract of land being more particularly described as follows:

Commencing at the south quarter corner of said Section 30 (Monumented with a 2" Aluminum Cap per PLS 580); thence N00°28'34"W, 1316.44 feet along the west line of said W½SE¼ to the POINT OF BEGINNING of said tract, said point also lying on the west line of a tract of land described in Book 31 of Deeds, Page 182 (Monumented with a 2" Aluminum Cap per PLS 6812); thence, continue N00°28'34"W, 20.00 feet along said west line of said W½SE¼, and said west line of said tract described in Book 31 of Deeds, Page 182 to a point, said point being the southwest corner of the NW¼SE¼; thence, continue N00°28'34"W, 404.98 feet along said west line of said W½SE¼, and said west line of said tract described in Book 31 of Deeds, Page 182 to a point, said point being the northwest corner of said tract described in Book 31 of Deeds, Page 182; thence S89°12'59"E, 395.66 feet along the north line of said tract described in Book 31 of Deeds, Page 182 to a point, said point lying on an existing fence line; thence S43°03'44"W, 574.25 feet along said existing fence line to the POINT OF BEGINNING of said tract.

Said tract contains 1.93 acres of land, more or less.
Bearings are Based on the Wyoming Coordinate System, NAD 1983, East Central Zone.

TRACT E:

A tract of land situated in the N½SE¼ of Section 30, Township 56 North, Range 84 West, 6th P.M., Sheridan County, Wyoming; said tract of land being more particularly described as follows:

Commencing at the east quarter corner of said Section 30 (Monumented with a 3¼" Aluminum Cap per PLS 2615); thence S70°14'26"W, 1032.56 feet to the POINT OF BEGINNING of said tract, said point lying on the north line of a tract of land described in Book 31 of Deeds, Page 182 and an existing fence line; thence N49°39'02"W, 263.51 feet along an existing fence line to a point (Monumented with a 2" Aluminum Cap per PLS 6812); thence N81°02'56"W, 622.90 feet along said existing fence line to a point (Monumented with a 2" Aluminum Cap per PLS 6812); thence S26°19'41"W, 289.71

feet along said existing fence line to a point, said point lying on said north line of said tract described in Book 31 of Deeds, Page 182; thence N00°47'01"E, 298.48 feet along said north line of said tract described in Book 31 of Deeds, Page 182 to a point; thence S89°12'59"E, 676.39 feet along said north line of said tract described in Book 31 of Deeds, Page 182 to a point; thence S41°38'59"E, 397.57 feet along said north line of said tract described in Book 31 of Deeds, Page 182 to the POINT OF BEGINNING of said tract.

Said tract contains 1.71 acres of land, more or less.
Bearings are Based on the Wyoming Coordinate System, NAD 1983, East Central Zone.

2. **FINDINGS:** The Governing Body makes the following findings in support of this de-annexation:

   a. Sheridan Heights Ranch, LLC is the sole owner of all the land to be de-annexed;
   b. Sheridan Heights Ranch, LLC has signed the Petition for De-Annexation;
   c. This de-annexation will not cause land within the City to no longer be contiguous with the rest of the City;
   d. The City does not own any rights-of-way, easements, streets, or other property or improvements in the area to be de-annexed; and
   e. This de-annexation will not create an area which is situated entirely within the City but is not part of the City.

3. **SEVERABILITY:** If any provision or portion of this ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this ordinance shall remain in full force and effect.

4. **EFFECTIVE DATE:** This ordinance shall be in full force and effect immediately upon its passage and publication as provided by law.

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

City of Sheridan

_____

Richard Bridger, Mayor

ATTEST:

_____

Ashlee Foster, City Clerk

State of Wyoming)
) SS
County of Sheridan)

Signed and sworn (or affirmed) before me on this ____ day of _____ 20__

by _____

_____

Notary Public

My commission expires _____

1st Reading: _____
2nd Reading: _____
3rd Reading: _____
Published: _____

EFFECTIVE DATE: This Ordinance shall be in full force and effect on _(publication date)__, after the required approval and publication, according to law

CITY OF SHERIDAN, WYOMING

55 Grinnell Street, P.O. Box 848, Sheridan Wyoming 82801
Ph (307) 674-6483 Fax (307) 674-2195

Planning

MEMORANDUM

RE: Discussion of PL-25-26, Ordinance 2297, Annexation of 4.15 Acres - City Planner Kelly Schroeder
From: Kelly Schroeder, Planning Director
To: City Council
CC:
Date: 08/11/2025

Background:

In December 2024, the City of Sheridan worked with adjacent property owner Sheridan Heights Ranch, LLC to adjust the boundary line of the Kendrick Municipal Golf Course to match the existing fence line. This was simply a property boundary adjustment, not a municipal boundary adjustment, and resulted in 3.64 acres of land owned by Sheridan Heights Ranch, LLC to fall within municipal limits, and 4.15 acres of land owned by the City of Sheridan to fall within the County.

This application will consider annexing the 4.15 acres of land owned by the City of Sheridan and zoning said land R-1 Residence district, while application PL-25-21 will consider de-annexing the 3.64 acres of land owned by Sheridan Heights Ranch, LLC so that the property boundary line will match the municipal boundary line. The legal descriptions and map of these lands can be found in the attached exhibit.

Discussion:

Wyoming State Statute 15-1-407 states that if the City is the sole owner of any territory it desires to annex, the governing body of said city may do so without public hearing or public notice and without preparing an annexation report or providing estimates for infrastructure costs. As this proposed annexation will simply adjust the municipal boundary to match the property boundary of the Kendrick Municipal Golf Course, there are no anticipated impacts to City services or revenues.

Upon annexation, this land will be zoned R-1 Residence district, which is the current zoning of the Kendrick Municipal Golf Course.

The City published a legal ad in the Sheridan Press with the dates of the Planning Commission and City Council public hearings. No comments have been received to date from the public on this de-annexation proposal.

Findings of Fact:

Pursuant to W.S. 15-1-402(a), the following findings can be made in support of this annexation:

i. The annexation of the area is for the protection of the health, safety, and welfare of the persons residing in the area and in the City;
ii. The urban development of the area sought to be annexed would constitute a natural, geographical, economical, and social part of the City;
iii. The area sought to be annexed is a logical and feasible addition to the City and the extension of basic services customarily available to residents of the City shall, within reason, be available to the area;

iv. The area sought to be annexed meets the requirements of W.S. 15-1-407;
v. The Governing Body is prepared to issue one (1) or more franchises as necessary to serve the annexed area pursuant to W.S. 15-1-410; and
vi. A public hearing was not required pursuant to W.S. 15-1-407.

Staff Recommendation:
Staff recommends that Planning Commission recommend approval of PL-25-26, Ordinance 2297 Kendrick Golf Course Annexation to City Council.

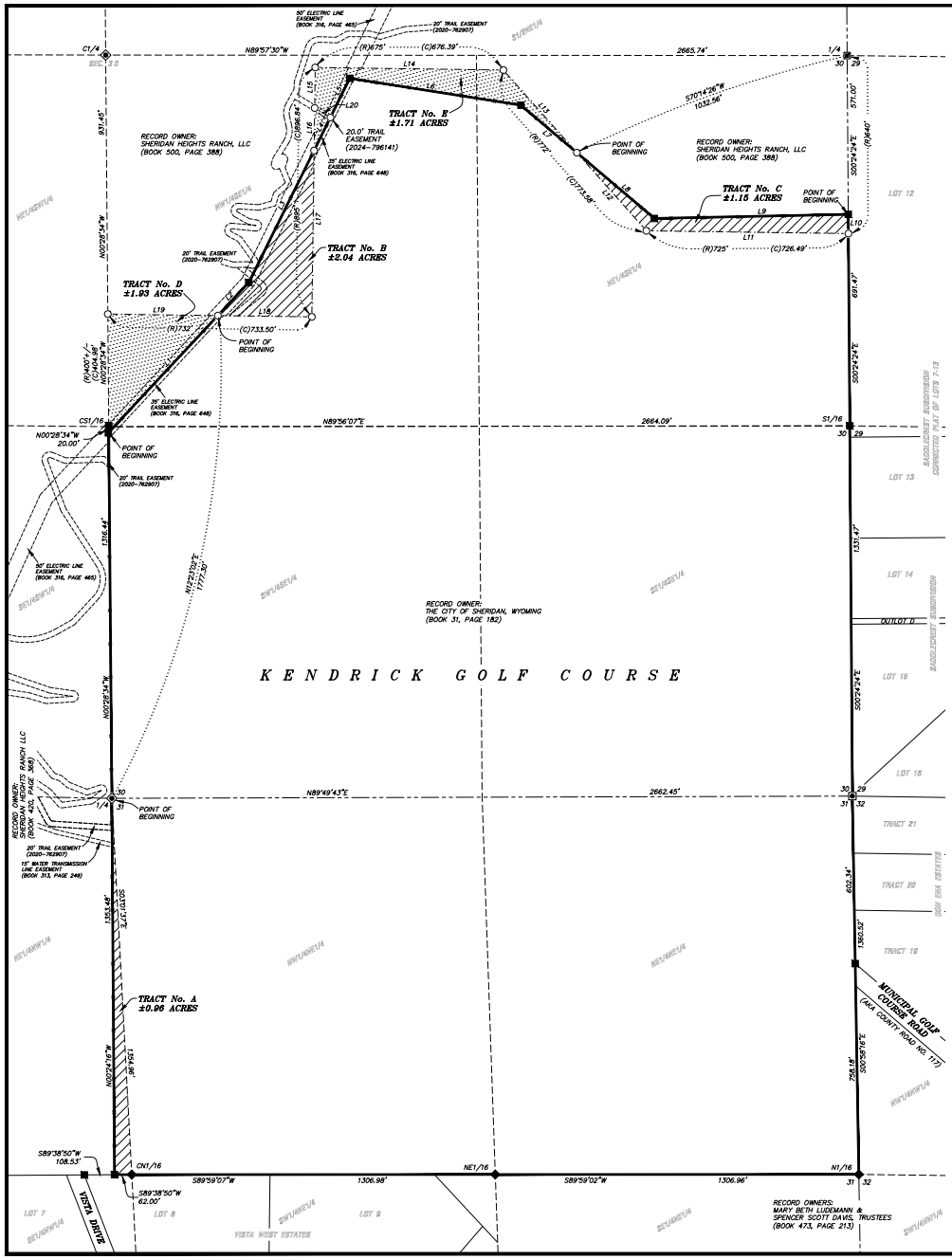
Attachments

Exhibit

Aerial

Draft Ordinance

EXHIBIT "A"



SCALE: 1"= 200 feet

BEARINGS ARE BASED ON THE WYOMING COORDINATE SYSTEM NAD 1983, EAST CENTRAL ZONE
DISTANCES ARE SURFACE

GRAPHIC SCALE

-200 0 100 200 400 800

(U.S. SURVEY FEET)
1 inch = 200 feet

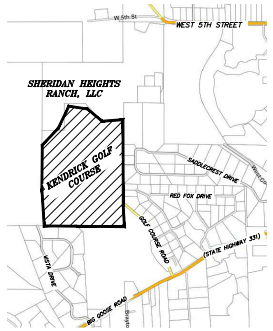
DATUM:

NAD 83(1993), NAVD 88 (U.S. SURVEY FEET)
DATUM ADJUSTMENT FACTOR (DAF): 1.000235
DIVIDE SURFACE COORDINATES BY DAF TO CALCULATE THE WYOMING COORDINATE SYSTEM NAD 1983, EAST CENTRAL ZONE, COORDINATES

LEGEND:

- FOUND 2" ALUMINUM CAP PER PLS 6812
- FOUND 3-1/4" ALUMINUM CAP PER PLS 6812
- FOUND 3-1/4" ALUMINUM CAP PER PLS 2615
- FOUND 3" BRASS CAP PER PLS 529
- FOUND 2" ALUMINUM CAP PER PLS 580
- CALCULATED: NOTHING FOUND/NOTHING SET
- (R) RECORD
- (C) CALCULATED
- BOUNDARY LINE
- PROPERTY LINE/LOT LINE
- BOUNDARY ADJUSTMENT LINE
- SECTION LINE
- INTERIOR SECTION LINE
- EASEMENT LINE AS NOTED
- CENTERLINE TRAIL EASEMENT
- FENCE LINE (SURVEY 2024)
- ANNEXATION (±4.15 ACRES)
- DE-ANNEXATION (±3.64 ACRES)

T56N, R84W, 6TH P.M.



LOCATION MAP
NO TRUE SCALE

LEGAL DESCRIPTION:

ANNEXATION: RECORD OWNER, THE CITY OF SHERIDAN (2024-795978)

TRACT NO. A

A TRACT OF LAND SITUATED IN THE NE¼NW¼ OF SECTION 31, TOWNSHIP 56 NORTH, RANGE 84 WEST, 6TH P.M., SHERIDAN COUNTY, WYOMING; SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH QUARTER CORNER OF SAID SECTION 31 (MONUMENTED WITH A 2" ALUMINUM CAP PER PLS 580); THENCE S01°01'37"E, 1354.96 FEET ALONG THE EAST LINE OF SAID NE¼NW¼ TO A POINT, SAID POINT BEING THE SOUTHEAST CORNER OF SAID NE¼NW¼, AND LYING ON THE NORTH LINE OF LOT 8, VISTA WEST ESTATES (MONUMENTED WITH A 3¼" ALUMINUM CAP PER PLS 6812); THENCE S89°38'50"W, 62.00 FEET ALONG THE SOUTH LINE OF SAID NE¼NW¼ AND SAID NORTH LINE OF LOT 8, VISTA WEST ESTATES TO A POINT (MONUMENTED WITH A 2" ALUMINUM CAP PER PLS 6812); THENCE N00°24'16"W, 1353.48 FEET ALONG AN EXISTING FENCE LINE TO THE POINT OF BEGINNING OF SAID TRACT.

SAID TRACT CONTAINS 0.96 ACRES OF LAND, MORE OR LESS.
BEARINGS ARE BASED ON THE WYOMING COORDINATE SYSTEM, NAD 1983, EAST CENTRAL ZONE.

TRACT NO. B

A TRACT OF LAND SITUATED IN THE NW¼SE¼ OF SECTION 30, TOWNSHIP 56 NORTH, RANGE 84 WEST, 6TH P.M., SHERIDAN COUNTY, WYOMING; SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 30 (MONUMENTED WITH A 2" ALUMINUM CAP PER PLS 580); THENCE N12°23'02"E, 1777.30 FEET TO THE POINT OF BEGINNING OF SAID TRACT, SAID POINT LYING ON THE NORTH LINE OF A TRACT OF LAND DESCRIBED IN BOOK 31 OF DEEDS, PAGE 182; THENCE N43°31'44"E, 162.53 FEET ALONG AN EXISTING FENCE LINE TO A POINT (MONUMENTED WITH A 2" ALUMINUM CAP PER PLS 6812); THENCE N26°19'41"E, 529.90 FEET ALONG AN EXISTING FENCE LINE TO A POINT, SAID POINT LYING ON SAID NORTH LINE OF SAID TRACT DESCRIBED IN BOOK 31 OF DEEDS, PAGE 182; THENCE S00°47'01"E, 598.35 FEET ALONG SAID NORTH LINE OF SAID TRACT DESCRIBED IN BOOK 31 OF DEEDS, PAGE 182 TO A POINT; THENCE N89°12'59"W, 337.84 FEET ALONG SAID NORTH LINE OF SAID TRACT DESCRIBED IN BOOK 31 OF DEEDS, PAGE 182 TO THE POINT OF BEGINNING OF SAID TRACT.

SAID TRACT CONTAINS 2.04 ACRES OF LAND, MORE OR LESS.
BEARINGS ARE BASED ON THE WYOMING COORDINATE SYSTEM, NAD 1983, EAST CENTRAL ZONE.

TRACT NO. C

A TRACT OF LAND SITUATED IN THE NE¼SE¼ OF SECTION 30, TOWNSHIP 56 NORTH, RANGE 84 WEST, 6TH P.M., SHERIDAN COUNTY, WYOMING; SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 30 (MONUMENTED WITH A 3¼" ALUMINUM CAP PER PLS 2615); THENCE S00°24'24"E, 571.00 FEET ALONG THE EAST LINE OF SAID NE¼SE¼ TO THE POINT OF BEGINNING OF SAID TRACT, SAID POINT LYING ON AN EXISTING FENCE LINE (MONUMENTED WITH A 2" ALUMINUM CAP PER PLS 6812); THENCE, CONTINUE S00°24'24"E, 69.00 FEET ALONG SAID EAST LINE OF SAID NE¼SE¼ TO A POINT, SAID POINT BEING THE NORTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 31 OF DEEDS, PAGE 182; THENCE N89°12'59"W, 726.49 FEET ALONG THE NORTH LINE OF SAID TRACT DESCRIBED IN BOOK 31 OF DEEDS, PAGE 182 TO A POINT; THENCE N41°38'59"W, 376.02 FEET ALONG SAID NORTH LINE OF SAID TRACT DESCRIBED IN BOOK 31 OF DEEDS, PAGE 182 TO A POINT, SAID POINT LYING ON AN EXISTING FENCE LINE; THENCE S49°39'02"E, 365.34 FEET ALONG SAID EXISTING FENCE LINE TO A POINT (MONUMENTED WITH A 2" ALUMINUM CAP PER PLS 6812); THENCE N88°47'52"E, 697.55 FEET ALONG SAID EXISTING FENCE LINE TO THE POINT OF BEGINNING OF SAID TRACT.

SAID TRACT CONTAINS 1.15 ACRES OF LAND, MORE OR LESS.
BEARINGS ARE BASED ON THE WYOMING COORDINATE SYSTEM, NAD 1983, EAST CENTRAL ZONE.

LINE TABLE

LINE	BEARING	DISTANCE
L1	S43°03'44"W	574.25'
L2	N43°03'44"E	162.53'
L3	N26°19'41"E	529.90'
L4	S26°19'41"W	132.58'
L5	S26°19'41"W	157.13'
L6	N81°02'56"W	622.90'
L7	N49°39'02"W	263.51'
L8	S49°39'02"E	365.34'
L9	N88°47'52"E	697.55'
L10	S00°24'24"E	69.00'

LINE TABLE

LINE	BEARING	DISTANCE
L11	N89°12'59"W	726.49'
L12	N41°38'59"W	376.02'
L13	S41°38'59"E	397.57'
L14	S89°12'59"E	676.39'
L15	N00°47'01"E	145.74'
L16	N00°47'01"E	152.74'
L17	S00°47'01"W	598.35'
L18	N89°12'59"W	337.84'
L19	S89°12'59"E	395.66'
L20	S59°07'43"E	66.07'

SURVEYOR'S CERTIFICATE

STATE OF WYOMING :ss
COUNTY OF SHERIDAN

I, ANDRE STAMENKOVIC, A DULY REGISTERED LAND SURVEYOR IN THE STATE OF WYOMING, DO HEREBY STATE THAT THIS PLAT REPRESENTS THE RESULTS OF A SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION.

Professional Land Surveyor ANDRE STAMENKOVIC 14141 Sheridan WYOMING

PRELIMINARY DRAFT

"PLAT IS VALID ONLY IF PRINT HAS ORIGINAL SIGNATURE OF SURVEYOR SIGNED AND DATED"

LEGAL DESCRIPTION:

DE-ANNEXATION: RECORD OWNER, SHERIDAN HEIGHTS RANCH, LLC (2024-795977)

TRACT NO. D

A TRACT OF LAND SITUATED IN THE W½SE¼ OF SECTION 30, TOWNSHIP 56 NORTH, RANGE 84 WEST, 6TH P.M., SHERIDAN COUNTY, WYOMING; SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 30 (MONUMENTED WITH A 2" ALUMINUM CAP PER PLS 580); THENCE N00°28'34"W, 1316.44 FEET ALONG THE WEST LINE OF SAID W½SE¼ TO THE POINT OF BEGINNING OF SAID TRACT, SAID POINT ALSO LYING ON THE WEST LINE OF A TRACT OF LAND DESCRIBED IN BOOK 31 OF DEEDS, PAGE 182 (MONUMENTED WITH A 2" ALUMINUM CAP PER PLS 6812); THENCE, CONTINUE N00°28'34"W, 20.00 FEET ALONG SAID WEST LINE OF SAID W½SE¼, AND SAID WEST LINE OF SAID TRACT DESCRIBED IN BOOK 31 OF DEEDS, PAGE 182 TO A POINT, SAID POINT BEING THE SOUTHWEST CORNER OF THE NW¼SE¼; THENCE, CONTINUE N00°28'34"W, 404.98 FEET ALONG SAID WEST LINE OF SAID W½SE¼, AND SAID WEST LINE OF SAID TRACT DESCRIBED IN BOOK 31 OF DEEDS, PAGE 182 TO A POINT, SAID POINT BEING THE NORTHWEST CORNER OF SAID TRACT DESCRIBED IN BOOK 31 OF DEEDS, PAGE 182; THENCE S89°12'59"E, 395.66 FEET ALONG THE NORTH LINE OF SAID TRACT DESCRIBED IN BOOK 31 OF DEEDS, PAGE 182 TO A POINT, SAID POINT LYING ON AN EXISTING FENCE LINE; THENCE S43°03'44"W, 574.25 FEET ALONG SAID EXISTING FENCE LINE TO THE POINT OF BEGINNING OF SAID TRACT.

SAID TRACT CONTAINS 1.93 ACRES OF LAND, MORE OR LESS.
BEARINGS ARE BASED ON THE WYOMING COORDINATE SYSTEM, NAD 1983, EAST CENTRAL ZONE.

TRACT NO. E

A TRACT OF LAND SITUATED IN THE W½SE¼ OF SECTION 30, TOWNSHIP 56 NORTH, RANGE 84 WEST, 6TH P.M., SHERIDAN COUNTY, WYOMING; SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 30 (MONUMENTED WITH A 3¼" ALUMINUM CAP PER PLS 2615); THENCE S70°14'26"W, 1032.56 FEET TO THE POINT OF BEGINNING OF SAID TRACT, SAID POINT LYING ON THE NORTH LINE OF A TRACT OF LAND DESCRIBED IN BOOK 31 OF DEEDS, PAGE 182, AND AN EXISTING FENCE LINE; THENCE N49°39'02"W, 263.51 FEET ALONG AN EXISTING FENCE LINE TO A POINT (MONUMENTED WITH A 2" ALUMINUM CAP PER PLS 6812); THENCE N81°02'56"W, 622.90 FEET ALONG SAID EXISTING FENCE LINE TO A POINT (MONUMENTED WITH A 2" ALUMINUM CAP PER PLS 6812); THENCE S26°19'41"W, 289.71 FEET ALONG SAID EXISTING FENCE LINE TO A POINT, SAID POINT LYING ON SAID NORTH LINE OF SAID TRACT DESCRIBED IN BOOK 31 OF DEEDS, PAGE 182; THENCE N00°47'01"E, 298.48 FEET ALONG SAID NORTH LINE OF SAID TRACT DESCRIBED IN BOOK 31 OF DEEDS, PAGE 182 TO A POINT; THENCE S89°12'59"E, 676.39 FEET ALONG SAID NORTH LINE OF SAID TRACT DESCRIBED IN BOOK 31 OF DEEDS, PAGE 182 TO A POINT; THENCE S41°38'59"E, 397.57 FEET ALONG SAID NORTH LINE OF SAID TRACT DESCRIBED IN BOOK 31 OF DEEDS, PAGE 182 TO THE POINT OF BEGINNING OF SAID TRACT.

SAID TRACT CONTAINS 1.71 ACRES OF LAND, MORE OR LESS.
BEARINGS ARE BASED ON THE WYOMING COORDINATE SYSTEM, NAD 1983, EAST CENTRAL ZONE.

CERTIFICATE OF RECORDER

STATE OF WYOMING :ss
COUNTY OF SHERIDAN

THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE CLERK AND RECORDER AT _____ O'CLOCK __.M.,
THIS _____, DAY OF _____, 20_____, AND IS DULY RECORDED AS SURVEY _____, NO._____
FEE $ _____

_____ STAMP RECEIVING NUMBER _____
COUNTY CLERK

ANNEXATION & DE-ANNEXATION
KENDRICK GOLF COURSE

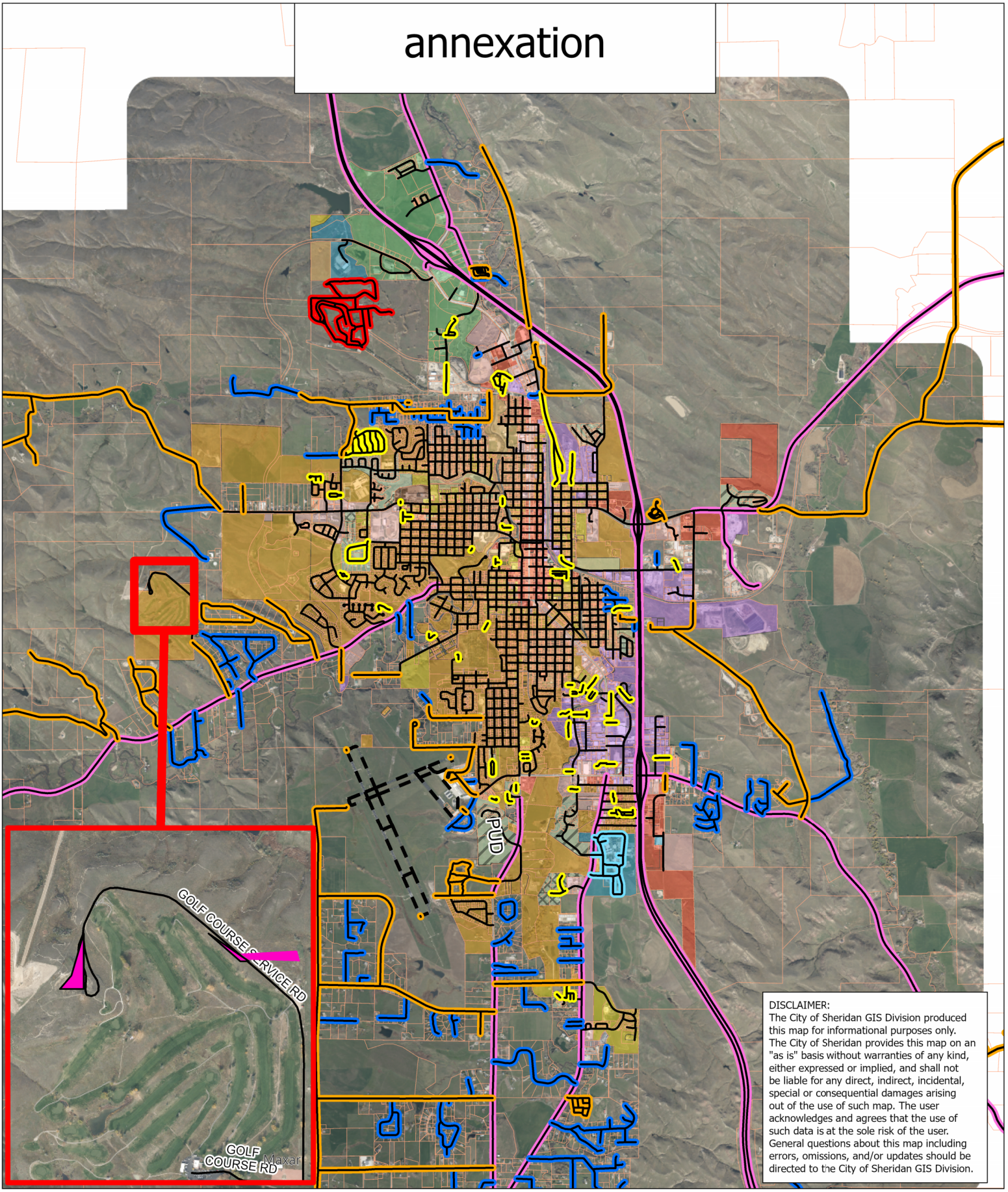
SITUATED IN THE SE1/4 OF SECTION 30, AND THE NE1/4NW1/4 OF SECTION 31, TOWNSHIP 56 NORTH, RANGE 84 WEST, 6TH PRINCIPAL MERIDIAN, SHERIDAN COUNTY, WYOMING

RESTFELDT SURVEYING
2340 WETLANDS DR., SUITE 100
SHERIDAN, WY 82801
307-672-7415

CLIENT: SHERIDAN HEIGHTS RANCH, LLC
200 CONCHO COURT
SHERIDAN, WY 82801

JN: 2024-078 Sz:9
DN: 2024-078-ANNEX
TAB: ANNEX
FP: T2024-078
REVIEWED BY: TDT-CT
JUNE 25, 2025

annexation



DISCLAIMER:
The City of Sheridan GIS Division produced this map for informational purposes only. The City of Sheridan provides this map on an "as is" basis without warranties of any kind, either expressed or implied, and shall not be liable for any direct, indirect, incidental, special or consequential damages arising out of the use of such map. The user acknowledges and agrees that the use of such data is at the sole risk of the user. General questions about this map including errors, omissions, and/or updates should be directed to the City of Sheridan GIS Division.

CITY OF Sheridan WYOMING

N

Miles 0 0.7 1.4

Date: 8/15/2025 9:26 AM User: sgoodman

CITY OF SHERIDAN
ORDINANCE NO. 2297

AN ORDINANCE, ANNEXING THREE TRACTS OF LAND SOLELY OWNED BY THE CITY OF SHERIDAN, TOTALING 4.15 ACRES, SITUATED IN PORTIONS OF SECTIONS 30 AND 31, TOWNSHIP 56 NORTH, RANGE 84 WEST, 6TH PRINCIPAL MERIDIAN, SHERIDAN COUNTY, WY, AND ZONING SAID PARCELS R-1 RESIDENCE DISTRICT.

WHEREAS, The City of Sheridan (the "City") is the sole owner of said tracts of land, which allows the City to annex the land without notice or public hearing and without preparing the annexation report or providing the estimates pursuant to W.S. 15-1-407; and

WHEREAS, the City Governing Body has found and determined the annexation of said tracts of land, and the zoning thereof as R-1 Residence District, would protect the health, safety, and welfare of the persons and property both within the City and in the area to be annexed; that the urban development of this area would constitute a natural, geographical, economical, and social part of the City; this area is a logical and feasible addition thereto which could be reasonably furnished with all necessary municipal services; and the City is the sole owner of this area.

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

1. **TERRITORY:** The following described tracts of land are hereby annexed into the City of Sheridan and zoned R-1 Residence District, as shown on the survey attached hereto as **Exhibit A**, to wit:

TRACT A:

A tract of land situated in the NE¼NW¼ of Section 31, Township 56 North, Range 84 West, 6th P.M., Sheridan County, Wyoming; said tract of land being more particularly described as follows:

BEGINNING at the north quarter corner of said Section 31 (Monumented with a 2" Aluminum Cap per PLS 580); thence S03°01'37"E, 1354.96 feet along the east line of said NE¼NW¼ to a point, said point being the southeast corner of said NE¼NW¼, and lying on the north line of Lot 8, Vista West Estates (Monumented with a 3¼" Aluminum Cap per PLS 6812); thence S89°38'50"W, 62.00 feet along the south line of said NE¼NW¼ and said north line of Lot 8, Vista West Estates to a point (Monumented with a 2" Aluminum Cap per PLS 6812); thence N00°24'16"W, 1353.48 feet along an existing fence line to the POINT OF BEGINNING of said tract.

Said tract contains 0.96 acres of land, more or less.
Bearings are Based on the Wyoming Coordinate System, NAD 1983, East Central Zone.

TRACT B:

A tract of land situated in the NW¼SE¼ of Section 30, Township 56 North, Range 84 West, 6th P.M., Sheridan County, Wyoming; said tract of land being more particularly described as follows:

Commencing at the south quarter corner of said Section 30 (Monumented with a 2" Aluminum Cap per PLS 580); thence N12°23'02"E, 1777.30 feet to the POINT OF BEGINNING of said tract, said point lying on the north line of a tract of land described in Book 31 of Deeds, Page 182; thence N43°03'44"E, 162.53 feet along an existing fence line to a point (Monumented with a 2" Aluminum Cap per PLS 6812); thence N26°19'41"E, 529.90 feet along an existing fence line to a point, said point lying on said north line of said tract described in Book 31 of Deeds, Page 182; thence S00°47'01"W, 598.35 feet along said north line of said tract described in Book 31 of Deeds, Page 182 to a point; thence N89°12'59"W, 337.84 feet along said north line of said tract described in Book 31 of Deeds, Page 182 to the POINT OF BEGINNING of said tract.

Said tract contains 2.04 acres of land, more or less.

Bearings are Based on the Wyoming Coordinate System, NAD 1983, East Central Zone.

TRACT C:

A tract of land situated in the NE¼SE¼ of Section 30, Township 56 North, Range 84 West, 6th P.M., Sheridan County, Wyoming; said tract of land being more particularly described as follows:

Commencing at the east quarter corner of said Section 30 (Monumented with a 3¼" Aluminum Cap per PLS 2615); thence S00°24'24"E, 571.00 feet along the east line of said NE¼SE¼ to the POINT OF BEGINNING of said tract, said point lying on an existing fence line (Monumented with a 2" Aluminum Cap per PLS 6812); thence, continue S00°24'24"E, 69.00 feet along said east line of said NE¼SE¼ to a point, said point being the northeast corner of a tract of land described in Book 31 of Deeds, Page 182; thence N89°12'59"W, 726.49 feet along the north line of said tract described in Book 31 of Deeds, Page 182 to a point; thence N41°38'59"W, 376.02 feet along said north line of said tract described in Book 31 of Deeds, Page 182 to a point, said point lying on an existing fence line; thence S49°39'02"E, 365.34 feet along said existing fence line to a point (Monumented with a 2" Aluminum Cap per PLS 6812); thence N88°47'52"E, 697.55 feet along said existing fence line to the POINT OF BEGINNING of said tract.

Said tract contains 1.15 acres of land, more or less.
Bearings are Based on the Wyoming Coordinate System, NAD 1983, East Central Zone.

2. **ZONING:** The above-described tracks of land shall be zoned R-1 Residential District.

3. **FINDINGS:** The Governing Body makes the following findings in accordance with Wyoming State Statute 15-1-402(a):

   i. The annexation of the area is for the protection of the health, safety, and welfare of the persons residing in the area and in the City;
   ii. The urban development of the area sought to be annexed would constitute a natural, geographical, economical, and social part of the City;
   iii. The area sought to be annexed is a logical and feasible addition to the City and the extension of basic services customarily available to residents of the City shall, within reason, be available to the area;
   iv. The area sought to be annexed meets the requirements of W.S. 15-1-407; and
   v. The Governing Body is prepared to issue one (1) or more franchises as necessary to serve the annexed area pursuant to W.S. 15-1-410.
   vi. A public hearing was not required pursuant to W.S. 15-1-407.

4. **SEVERABILITY:** If any provision or portion of this ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this ordinance shall remain in full force and effect.

5. **EFFECTIVE DATE:** This ordinance shall be in full force and effect immediately upon its passage and publication as provided by law.

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

City of Sheridan

_____

Richard Bridger, Mayor

ATTEST:

_____

Ashlee Foster, City Clerk

State of Wyoming)
) SS
County of Sheridan)

Signed and sworn (or affirmed) before me on this ____ day of _____ 20__

by _____

_____

Notary Public

My commission expires _____

1st Reading: _____
2nd Reading: _____
3rd Reading: _____
Published: _____

EFFECTIVE DATE: This Ordinance shall be in full force and effect on _(publication date)__, after the required approval and publication, according to law

CITY OF SHERIDAN, WYOMING

55 Grinnell Street, P.O. Box 848, Sheridan Wyoming 82801
Ph (307) 674-6483 Fax (307) 674-2195

Planning

MEMORANDUM

RE: Discussion of PL-25-22, Ordinance 2296, Rezone 1.78 Acres from B-1 to M-1 at 1140 Coffeen Ave - City Planner Kelly Schroeder
From: Kelly Schroeder, Planning Director
To: City Council
CC:
Date: 08/01/2025

Background:

WWC Engineering, on behalf of Larry G. Hoover Family Trust and the Geraldine T. Hoover Family Trust, has submitted a rezone application for a portion of Lot 2 of the J&E Subdivision, located at 1140 Coffeen Avenue (PIN 56843524700125). The applicant is requesting to rezone 1.78 acres from B-1 Business District to M-1 Industrial District.

The reason for the rezone request is to allow the property's existing tenant, Derby Club, to conduct pari-mutuel wagering (gambling) on the property, which is not currently allowed in the B-1 zone district. In the fall of 2025, City Staff discovered the zoning violation and informed the property owner and tenant that their 2026 liquor license renewal would be contingent upon a successful rezone of the property to a district that permits pari-mutuel wagering.

Discussion:

The subject property is currently zoned B-1 and is bordered by other B-1 properties to the north and east, M-1 property to the south and east, and R-3 property to the west. Adjacent land uses include residential and commercial uses, such as Autozone and Papa Murphy's, and another pari-mutuel wagering location to the south known as Wyoming Downs.

The Future Land Use Map indicates that this area is appropriate for commercial use. Many of the properties in the area are zoned M-1 Industrial but are commercial in nature. A rezone of the subject property to M-1 would allow for a wider variety of commercial uses in the area that are compatible with surrounding zoning and land uses.

Staff sent notices to 18 surrounding property owners and published a legal ad in the Sheridan Press with information about the project and the public hearing. To date, staff has received one inquiry regarding the proposed rezone from an area business looking for more details.

Findings of Fact:

Neither state statute nor city code contains required findings that must be made in changing a property's zoning designation. State statute does provide some requirements for zoning regulations in general, which the Planning Commission and City Council should be aware of:

WS §15-1-601(d)

d) All regulations shall be made:

i. In accordance with a comprehensive plan and designed to:

A. Lessen congestion in the streets;
B. Secure safety from fire, panic and other dangers;
C. Promote health and general welfare;
D. Provide adequate light and air;
E. Prevent the overcrowding of land;
F. Avoid undue concentration of population; and
G. Facilitate adequate provisions for transportation, water, sewage, schools, parks and other public requirements.

ii. With reasonable consideration, among other things, of the character of the district and its peculiar suitability for particular uses;

iii. With a view to conserving the value of buildings and encouraging the most appropriate use of land throughout the city or town; and

iv. With consideration given to the historic integrity of certain neighborhoods or districts and a view to preserving, rehabilitating and maintaining historic properties and encouraging compatible uses within the neighborhoods or districts, but no regulation made to carry out the purposes of this paragraph is valid to the extent it constitutes an unconstitutional taking without compensation.

The Preamble of the City's Zoning Ordinance (Appendix A) states that the purpose of the zoning ordinance is to, "promoting the health, safety, morals and general welfare of the inhabitants of the City of Sheridan by lessening congestion in the streets; securing safety from fire, panic and other dangers providing adequate light and air; preventing the overcrowding of land; avoiding the undue concentration of population, facilitating the adequate provision of transportation, water, sewerage, schools, parks, and other public requirements."

Staff Recommendation:
Staff recommends that Planning Commission recommend approval of PL-25-22, Ordinance 2296 Derby Club Rezone to City Council.

Attachments

Rezone Petition
Aerial
Rezone Exhibit
Draft Ordinance

PETITION FOR REZONING

TO THE CITY COUNCIL OF THE CITY OF SHERIDAN, WYOMING:

Pursuant to the provisions of W.S. 15-1-601, 15-1-602, 15-1-603 et. seq., and other applicable statutes, and Appendix A, Sec. 16 of the Sheridan City Code, the undersigned landowner(s) respectfully petition and show the City Council as follows:

1. This is a petition for the rezoning of parcels of land within the city limits of Sheridan, Wyoming, having a legal description as follows:

   Lot 2 of the J & E Subdivision to the City of Sheridan, Sheridan County, Wyoming
   Excepting therefrom that certain parcel of land conveyed to the city of Sheridan, Wyoming, a municipal corporation, in a warranty deed recorded august 18, 1999 in book 408, page 179.

2. Larry G Hoover Co-Trustee Et Al. are the owners or authorized agents of said described land proposed to be rezoned.

3. A map of the area sought to be rezoned is attached hereto and made a part hereof.

4. Petitioners hereby request that said lands be zoned M-1.

Therefore, Petitioners pray said parcel(s) be rezoned M-1, pursuant to and in accordance with the applicable Wyoming Statutes and City Ordinances after proper notice and public hearing.

Dated this 15TH day of JULY, 2025

Signed by the Petitioners:

Larry G. Hoover trustee _____

_____ _____

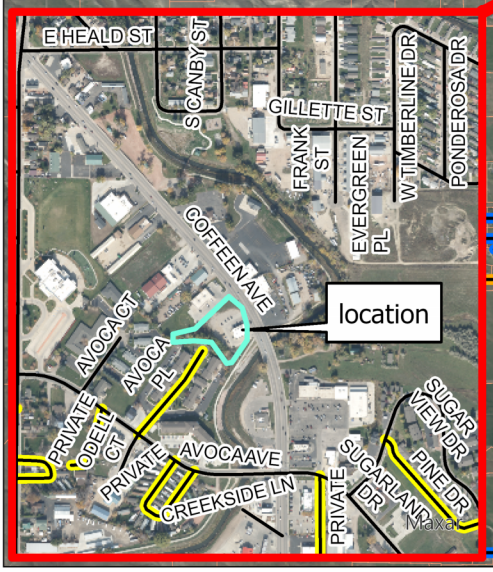
Subscribed and Sworn before me this 15TH day of JULY, 2025

_____
Notary Public

JOSEPH CRUMP
NOTARY PUBLIC
STATE OF WYOMING
COMMISSION ID: 170473
MY COMMISSION EXPIRES: 10/29/2030

My commission expires: 10/29/2030

1140 Coffeen Ave



PUD

DISCLAIMER:
The City of Sheridan GIS Division produced this map for informational purposes only. The City of Sheridan provides this map on an "as is" basis without warranties of any kind, either expressed or implied, and shall not be liable for any direct, indirect, incidental, special or consequential damages arising out of the use of such map. The user acknowledges and agrees that the use of such data is at the sole risk of the user. General questions about this map including errors, omissions, and/or updates should be directed to the City of Sheridan GIS Division.

CITY OF Sheridan WYOMING

N

Miles 0 0.7 1.4

Date: 8/6/2025 11:10 AM User: sgoodman

K:\Sheridan\Wyoming Downs OTB4 LLC\2024436 Coffeen Property Rezone\05CAD\Sheets\24436-02-BNDY-REZONE.dwg EXHIBIT 7/24/2025 8:44:17 AM

LEGAL DESCRIPTION:

LOT 2, J AND E SUBDIVISION, A SUBDIVISION IN THE CITY OF SHERIDAN, SHERIDAN COUNTY, WYOMING.

EXCEPTING THEREFROM THAT CERTAIN PARCEL OF LAND CONVEYED TO THE CITY OF SHERIDAN, WYOMING, A MUNICIPAL CORPORATION, IN A WARRANTY DEED RECORDED AUGUST 18, 1999 IN BOOK 408, PAGE 179.

TOGETHER WITH ALL IMPROVEMENTS, HEREDITAMENTS AND APPURTENANCES THEREUNTO BELONGING TO OR APPERTAINING THERETO;

SUBJECT TO ALL EXCEPTIONS, RESERVATIONS, RIGHTS-OF-WAY, EASEMENTS, COVENANTS AND RESTRICTIONS, AND RIGHTS OF RECORD AND SUBJECT TO ANY STATE OF FACTS WHICH WOULD BE DISCLOSED BY AN ACCURATE SURVEY OR PHYSICAL INSPECTION OF THE PREMISES AND SUBJECT TO BUILDING AND ZONING REGULATIONS AND CITY, STATE AND COUNTY SUBDIVISION LAWS.

CURRENT ZONING: B-1
PROPOSED ZONING: M-1

NOTE: BEARINGS AND DISTANCES SHOWN FOR THE PROPERTY BOUNDARY ARE RECORDED. A LAND SURVEY WAS NOT CONDUCTED.

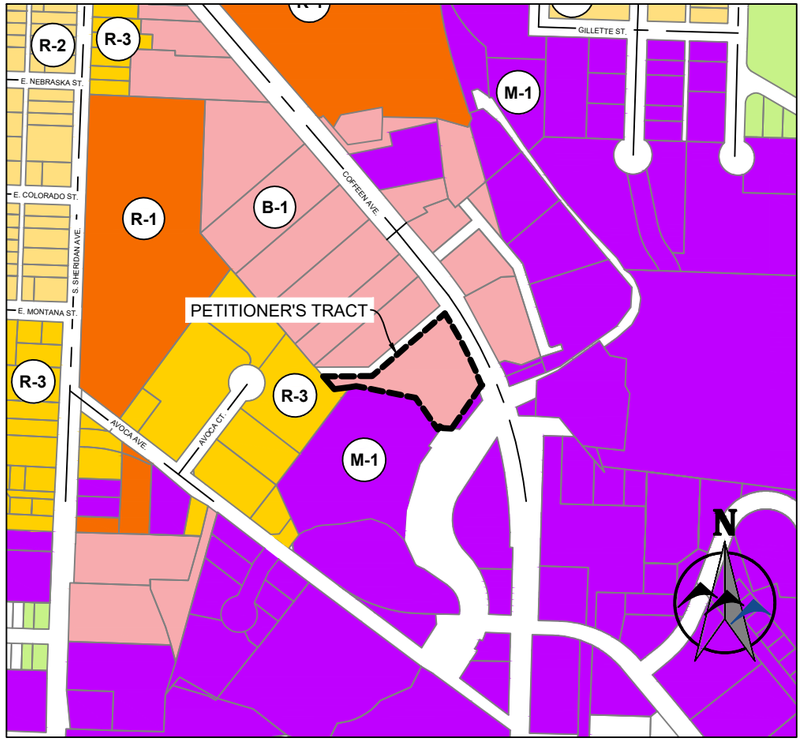
CERTIFICATE OF SURVEYOR:

I, DIRK THOMPSON, A PROFESSIONAL LAND SURVEYOR LICENSED UNDER THE LAWS OF THE STATE OF WYOMING, HEREBY CERTIFY THAT EXHIBIT HEREON WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

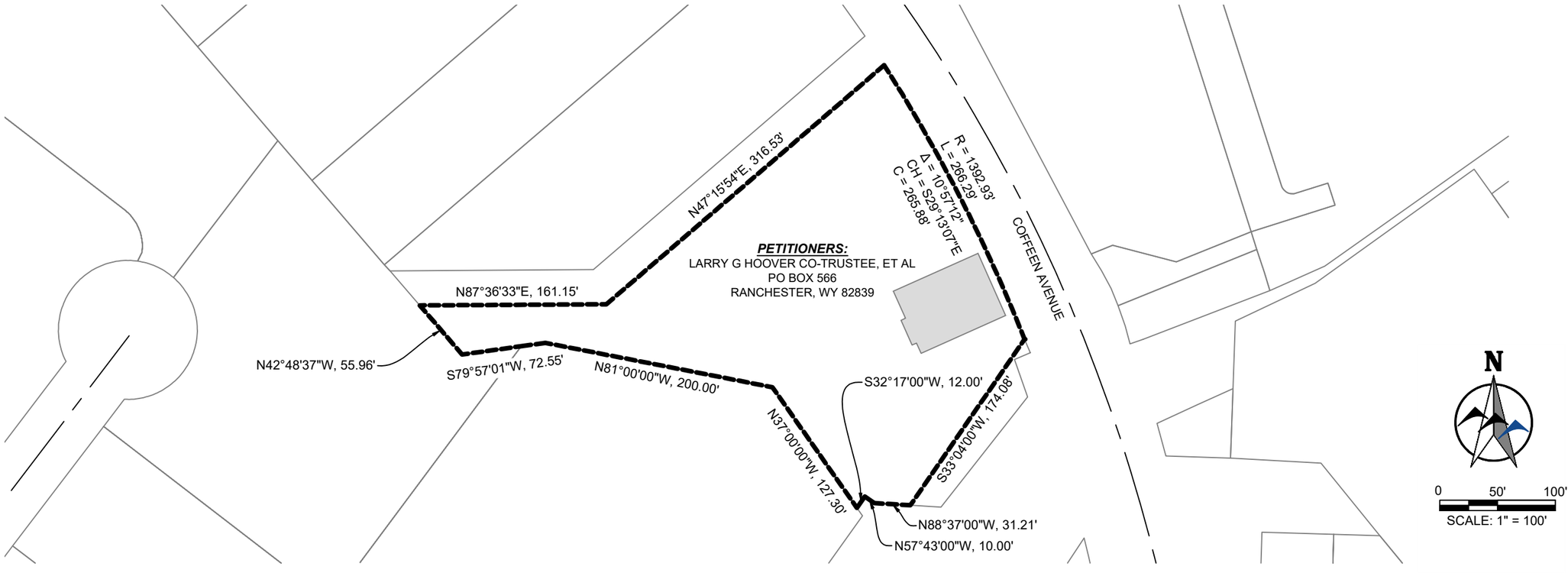
Professional Land Surveyor
DIRK R. THOMPSON
14277
Date 07/25/2025
WYOMING

LEGEND

- EXISTING BUILDING
- PETITIONER'S TRACT
- ROAD CENTERLINE
- PROPERTY LINE



CURRENT ZONING WITHIN 1000' OF PETITIONER'S TRACT
1"= 500'



NO.	REVISION	BY	DATE

PROJECT NO. 2024436

PREPARED BY
WWC ENGINEERING
1849 TERRA AVE.
SHERIDAN, WY 82801
(307) 672-0761
www.wwcengineering.com

WYOMING DOWNS OTB4, LLC
1140 COFFEEN AVE REZONE

REZONE APPLICATION EXHIBIT

SHERIDAN COUNTY, WYOMING

DESIGNED BY:	DCC
DRAWN BY:	JRK
CHECKED BY:	DCC
DATE:	7/24/2025

SHEET 1

CITY OF SHERIDAN
ORDINANCE NO. 2296

AN ORDINANCE, AMENDING ORDINANCE NO. 826, THE ZONING ORDINANCE OF THE CITY OF SHERIDAN, TO ZONE THE ENTIRETY OF THE LAND MORE PARTICULARLY DESCRIBED BELOW AND SHOWN ON THE ATTACHED EXHIBITS, FROM B-1 BUSINESS DISTRICT TO M-1 INDUSTRIAL DISTRICT; FOR PROPERTY LOCATED AT 1140 COFFEEN AVENUE, SHERIDAN, WY.

WHEREAS, The owners of the following described lands have petitioned the City Council to rezone the same from B-1 Business District to M-1 Industrial District; and

WHEREAS, a public hearing has been held thereon by the City Council.

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

1. The following described land is hereby rezoned from B-1 Business District to B-2 Business District:

   Lot 2, J and E Subdivision, excepting therefrom that certain parcel of land conveyed to the City of Sheridan, Wyoming, a municipal corporation, in a warranty deed recorded August 18, 1999 in book 408, page 179 of the Sheridan County records.

2. Ordinance No. 826, the Zoning Ordinance of the City of Sheridan is hereby amended to conform herewith.

3. If any provision or portion of this ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this ordinance shall remain in full force and effect.

4. This ordinance shall be in full force and effect immediately upon its passage and publication as provided by law.

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

City of Sheridan

_____

Richard Bridger, Mayor

ATTEST:

_____

Ashlee Foster, City Clerk

State of Wyoming)
) SS
County of Sheridan)

Signed and sworn (or affirmed) before me on this ____ day of _____ 20__

by _____

_____
Notary Public

My commission expires _____

1st Reading: _____
2nd Reading: _____
3rd Reading: _____
Published: _____

EFFECTIVE DATE: This Ordinance shall be in full force and effect on _(publication date)__, after the required approval and publication, according to law

CITY OF SHERIDAN, WYOMING

55 Grinnell Street, P.O. Box 848, Sheridan Wyoming 82801
Ph (307) 674-6483 Fax (307) 674-2195

Clerk

MEMORANDUM

RE: Discussion of Ownership Transfer for Verdello's, Retail Liquor License #22, from Verdello LLC to Verdello Market, Inc.

From: Ashlee Foster, City Clerk

To: City Council

CC: City Administrator Stuart McRae

Date: 08/25/2025

Recommendation:

City staff recommend the approval of the Liquor License Transfer Application for Verdello. All documents have been received, reviewed and provided to the State for final approval. On Monday, August 18th, the Wyoming Liquor Division noted the application is complete and is ready for Council consideration.

Background:

The Verdello Retail Liquor License, upon approval, will transfer from the current owners, Mark and Kathy Bede to Brock and Jenny Boedecker; sole shareholders of Verdello Market, Inc. Verdello will still be required to participate in the annual liquor license renewal process, separate from this transfer process.

Discussion:

The new owners of Verdello have expressed they do not intend to change any business operations. For additional details, please see the attached documents, which include:

- Transfer Documentation [Request Letter, Letter of Good Standing, Lease]
- State Transfer Application
- City of Sheridan Operation Plan
- Verdello Business Plan

Attachments

Verdello Transfer Docs

Verdello State Transfer Application

Verdello Operational Plan

Verdello Business Plan

August 6, 2025

City of Sheridan
City Clerk
Via Hand-Delivery

RE: Request for Assignment of Retail Liquor License NO. 22 – Verdello

Dear Sheridan City Council.

We, Kathy and Mark Bede, members of Verdello, LLC, authorize the transfer of the Retail Liquor License NO. 22 from Verdello, LLC to Verdello Market, Inc., a Wyoming corporation (the shareholders of which are Brock Boedecker and Jenny Boedecker), as part of our sale of the business and building currently associated with Verdello.

Please allow Jenny Boedecker to place liquor orders under Verdello LLC beginning on September 1, 2025, until the license is transferred to Verdello Market, LLC

Kathy Bede, Member
Verdello, LLC

Mark Bede, Member
Verdello, LLC

Brock Boedecker, Shareholder
Verdello Market, Inc.

Jenny Boedecker, Shareholder
Verdello Market, Inc.

First State Bank
Your First Choice in Banking
Division of Glacier Bank

August 6, 2025

First State Bank, Division of Glacier Bank
330 S Center Street Ste 100
Casper, WY 82601

RE: Verdello Market, Inc. – Brock Boedecker and Jenny Boedecker

Account Verification Letter

To whom it may concern:

Verdello Market, Inc., Brock Boedecker and Jenny Boedecker are valued customer(s) of First State Bank. They have deposit account(s) with First State Bank with access funds. All accounts are in good standing.

This information is provided in strict confidence, and we trust that you will treat it as such.

Should you require any additional information on this customer, please contact me at (307) 322-7278 with any further questions.

Best regards,

Corina Kennedy

Corina Kennedy
Commercial Loan Processor

Docusign Envelope ID: 8D54A4D7-3B50-4BA6-B892-2EE874019E06

VERDELLO LEASE AGREEMENT

THIS AGREEMENT is made by and between Verdello Market Properties, LLC, a Wyoming limited liability company, and its successor or assigns (herein "Landlord"), and Verdello Market, Inc., a Wyoming corporation, (herein "Tenant"), who agree to the terms set forth herein. Landlord and Tenant, for good and valuable consideration the receipt and sufficiency of which is acknowledged, do hereby agree as follows:

1. **BUSINESS OPERATION AND SALE OF ALCHOHOL.** Tenant will be doing business as Verdello, a food/service/alcohol sales business, as has been historically operated at 23-25 Grinnell Street, Sheridan, WY (the "Premises). The Premises shall be occupied for the operation of a food and beverage service, dining and retail sales. Tenant is specifically authorized to the use of the Premises and outside patio for the distribution and sale of alcohol. As required by Wyoming Statute, ***Landlord expressly acknowledges and agrees that the Tenant may sell alcoholic or malt beverage on the Premises in accordance with W.S. 12-4-103(a)(iii).***

2. **TERM:** TENANT's right to occupy, and its obligation to pay for, the Premises shall begin on the earlier of: (a) the date Landlord closes on the purchase of the Premises from the existing owner, or (b) the date the City of Sheridan transfers the liquor license associated with Verdello, whichever is earlier. The term of this agreement shall be not less than one (1) year thereafter but will not expire or terminate until the parties agree to terminate, not sooner than with one (1) year prior notice.

3. **RENT:** Tenant shall pay Landlord rent for the entire term hereof, in monthly installments of $4,5000/month, unless otherwise mutually agreed by the parties.

4. **UTILITIES:** TENANT will pay all charges for utilities associated with its occupation of, and operation within, the Premises, including water, sewer, trash, gas/electric, phone, internet and any and all other utility services provided to the Premises.

5. **ASSIGNMENT AND SUBLET:** This lease may not be assigned in whole or in part, nor sublet, by TENANT without the express written consent of LANDLORD which may be withheld in LANDLORD'S sole discretion.

6. **SIGNAGE**: TENANT may construct, erect, place, maintain and control one or more sign(s) on the Premises, both in compliance with City Code and approved in writing by the Landlord.

7. **TRADE FIXTURES AND EQUIPMENT:** LANDLORD owns the current furniture, fixtures, equipment and personal property currently in the Premises, and allows Tenant's use of the same as part of this lease agreement. Tenant shall return all of the same to Landlord at the expiration of this lease agreement in the same condition as in on the date hereof, reasonable wear and tear excepted, or an equivalent replacement thereof.

After the date of occupancy, TENANT may install and maintain in and on the Premises during the term of this lease, at Tenant's own cost, additional trade fixtures, equipment and supplies as are necessary and used to the conduct of its food/beverage service. Any equipment installed by TENANT at its cost hereafter may be removed by TENANT at the expiration of the full term of this lease so long as Tenant is not in default of any provisions hereunder or their agreement to pay the full term of rental installments, in which case all equipment, trade fixtures and personal property added by Tenant to the operation shall remain with the Premises and become the sole property of LANDLORD. Provided however, TENANT shall repair any damage caused by installation or removal of its equipment, if in good standing and permitted to remove, and shall leave the Premises in move-in condition and shall leave all interior finishes thereof in a good and repaired state ready for immediate occupation by the subsequent tenant.

Docusign Envelope ID: 8D54A4D7-3B50-4BA6-B892-2EE874019E06

8. ALTERATIONS & IMPROVEMENTS: TENANT wishes to improve the Premises to better accommodate its operations, and LANDLORD consents to TENANT making those alterations described on Exhibit B. Other than the approved alterations described therein, TENANT will not make any alterations, additions, changes or improvements within the Premises that affect the walls, floors, ceilings or structure without the prior written consent of LANDLORD. LANDLORD understands that TENANT'S remodel plans may be part of TENANT'S operational plan for use of its liquor license. Any improvements shall be at TENANT's cost and said alterations, additions, changes or improvements do not structurally compromise or denigrate the Premises or the value thereof. Any alterations, additions, changes or improvements made by TENANT of the type permitted in this paragraph (excluding removable trade fixtures, portable improvements and equipment installed by TENANT) shall become part of the Premises and the property of LANDLORD.

9. REPAIRS & MAINTENANCE OF PREMISES: LANDLORD shall make and/or pay for all major repairs of the structure of the building and shall work to keep the Premises substantially free from structural defects that would destroy Tenant's ability to operate. As part of this lease, LANDLORD also agrees to keep the hood system in reasonable working order if TENANT properly maintains/cleans the hood, vents and components.

After occupancy, TENANT shall repair and/or pay for repairs of all furniture, fixtures and equipment and personal property it uses in the operation of the restaurant and any repairs to non-structural components of the building for damages caused by its operation. TENANT shall also pay for all regular maintenance of the Premises during the term of this lease, including but not limited to maintenance of the electrical, plumbing, exhaust hood (and regular cleaning of the hood filters and not less than semi-annual cleaning of the hood) and the heating/cooling HVAC (and monthly replacement of filter) system, all aspects of the interior of the Premises; utility system and system components; wood flooring; exterior signs, doors, windows and store fronts; interior lighting and other interior portions of the Premises. Tenant will communicate to Landlord regarding the maintenance and repairs needed at least annually. TENANT agrees to surrender the Premises at the expiration or earlier termination of this lease in as good condition and repair, ordinary wear and tear and damage from the elements excepted, as the condition in which it was in of the first day of the term of this lease.

10. DISCLAIMER OF WARRANTY: LANDLORD makes no warranty of habitability, warranty of fitness or other warranties as to the condition of the Premises. The Premises is leased to TENANT in an "AS IS, WHERE IS" condition.

11. DAMAGE AND DESTRUCTION: In the event the Premises shall be damaged by fire, flood, windstorm, earthquake or any other natural disaster or casualty to such an extent that, in the written opinion of a mutually-acceptable licensed contractor, they cannot be restored to operable condition, or as good as they were in prior to such damage, within 90 days thereafter, either party shall have the right to pause the payment of rent until such time as the condition is reasonably operable. If the operation must cease for more than six months, either party may cancel and terminate this lease, rent to be adjusted as of the date of the damage or destruction. Otherwise, this lease shall continue and LANDLORD agrees to repair the Premises with due diligence within a one hundred eighty (180) day period, or as soon as reasonably possible, and, in the meantime, the rent shall be reduced in such proportion as will compensate TENANT for the space not in operable condition during such repair period.

12. HOLDING OVER: In the event TENANT holds over after lease termination or lease expiration without providing the written notice required herein, said holding over shall not be deemed to be a renewal or extension of this lease, but shall create a tenancy from calendar month

Docusign Envelope ID: 8D54A4D7-3B50-4BA6-B892-2EE874019E06

to calendar month at a monthly rent equal to the rent for the last month paid under this lease. In the event of a holdover, the other terms of this lease shall remain in effect. Any month- to-month tenancy may be terminated by either party giving written notice to the other party on or before the day any monthly rent is due, with termination becoming effective on the day the next following monthly rent would have otherwise become due.

13. **QUIET ENJOYMENT:** LANDLORD covenants that TENANT, on timely payment of the rent and the performance of the covenants and agreements of this lease, may peaceably and quietly have, hold and enjoy the Premises. TENANT covenants and agrees that it will not interrupt the quiet enjoyment of occupants of the adjacent properties.

14. **RULES OF OCCUPANCY:** TENANT agrees to comply with the rules, regulations, orders, laws, statutes and ordinances of the duly constituted public authorities and as adopted by LANDLORD, all of which govern the use and occupancy of the Premises.

15. **TENANT'S DEFAULT/BREACH OF COVENANTS:** In the event TENANT: (a) fails to timely make any payment of rent or any other payment as herein provided when it becomes due, which failure continues uncorrected for a period of (10) days or more after written notice thereof to TENANT, or (b) fails to perform or otherwise violates any of the covenants, agreements and conditions of this Lease and/or the agreements incorporated herein by reference, which violation continues uncorrected for a period of ten (10) days or more after written notice thereof to TENANT, then LANDLORD shall have, in addition to all other remedies available at law or in equity, the right to re-enter the Premises and immediately retake possession thereof and all of its contents, without notice, and to demand and bring suit, if necessary, for recovery of the past-due amounts owed, together with reasonable attorney's fees and costs incurred by LANDLORD. LANDLORD's right to re-enter the Premises shall include the right to repossess said Premises and all personal property in it, evict TENANT and/or others therein, remove the property of TENANT and others therein and, in the discretion of LANDLORD, re-let the Premises. Repossession made by LANDLORD, as provided in this paragraph, shall not relieve TENANT from the payment of rent during the unexpired portion of the term of this lease, but in the event LANDLORD re-lets the Premises after such repossession and prior to the expiration of this lease, TENANT's liability for rent under this paragraph shall be credited monthly (except TENANT shall receive no surplus over and above its liability for rent) with all rent received by LANDLORD from said re-letting from the time of re-letting to the expiration of this lease.

16. **LANDLORD'S DEFAULT/BREACH OF COVENANTS:** In the event LANDLORD shall fail to perform the covenants and/or agreements of this lease which are required to be performed by LANDLORD, TENANT may require LANDLORD to remedy said default or defaults by the service of written notice of opportunity to cure on LANDLORD or LANDLORD's agent, at the address to which rent payments due under this lease are forwarded, and if, at the expiration of thirty (30) days from the receipt of said notice to cure, said default or defaults have not been remedied or LANDLORD is not in the process of remedying the default, then TENANT shall have the option to terminate and cancel this lease on a date after the expiration of said thirty (30) day period, which date shall be selected and designated by TENANT in a written notice to LANDLORD addressed to the address for the forwarding of rent payments due under this lease. Should TENANT elect not to terminate, TENANT may remedy said breach of covenants, agreements, and/or warranties and the cost of such action shall be deducted by TENANT from the unpaid rents which shall accrue under the unexpired term of this lease.

17. **NO WAIVER:** No delay or omission of LANDLORD to exercise any right or power arising from any default by TENANT shall impair any such right or power or be considered as a waiver of any such default or as acquiescence thereto. The acceptance of rent by LANDLORD

Docusign Envelope ID: 8D54A4D7-3B50-4BA6-B892-2EE874019E06

shall not be deemed to be a waiver of any breach of any of the covenants herein contained or of any of the rights of LANDLORD to any remedies herein given.

18. INSPECTION BY LANDLORD: LANDLORD and its agents and employees shall have the right to enter the Premises at all reasonable times and upon reasonable notice to inspect and examine the Premises and to make changes or repairs to the Premises as are herein required, and/or to make repairs for the preservation or maintenance of the Premises. Any such inspection shall not unreasonably interfere with TENANT's use and enjoyment of the Premises. In event of emergency or reasonable need to inspect, LANDLORD may inspect with notice to TENANT during/after the fact if circumstances require.

19. INSURANCE:

(a) LANDLORD agrees to keep the real property insured to its replacement cost against loss or damage by perils.

(b) TENANT shall maintain a commercial general liability insurance policy with a minimum single limit of $1,000,000 for bodily injury, death and property damage insuring TENANT with respect to occurrences on the Premises. LANDLORD shall be named as an additional insured under the policy. TENANT shall be responsible for the cost of any insurance coverage on all inventory, equipment, trade fixtures, Premises fixtures, personal property and contents housed in the Premises.

(c) The insurance required to be carried by subparagraphs (a) and (b) above will be issued by financially responsible insurers duly authorized to do business in Wyoming. Certificates of such coverages from the insurers providing that the insurer will endeavor to give thirty days' written notice to LANDLORD.

20. TAXES: LANDLORD shall pay all real property taxes assessed against the Premises. TENANT shall pay all operating license fees for the conduct of its business and taxes resulting from its occupation and use of the Premises or which are levied upon trade fixtures, office fixtures, equipment, inventory and other personal property.

21. JANITORIAL & SNOW REMOVAL: TENANT shall be responsible for the routine cleaning, maintenance, and repair necessary to maintain the Premises and general snow removal of the sidewalk north of the Premises.

22. INDEMNIFICATION: Each party ("Indemnifying Party") hereby indemnifies, holds harmless and agrees to defend the other party ("Indemnified Party") from and against all claims, damages, expenses (including, without limitation, reasonable attorneys' fees and reasonable investigative and discovery costs), liabilities and judgments on account of injury to persons, loss of life, or damage to property occurring on the Premises and on the circulation corridors and walks leading to and immediately adjoining the Premises or use of the Premises by the Indemnifying Party caused by the active or passive negligence or willful misconduct of the Indemnifying Party, its agents, servants or employees; provided, the Indemnifying Party does not indemnify the Indemnified Party against any injury, loss of life, or damage which is caused by the active or passive negligence or willful misconduct of the Indemnified Party, its or their agents, servants or employees. The parties' obligations with respect to indemnification hereunder shall remain effective, notwithstanding the expiration or termination of this lease, as to claims arising or accruing prior to the expiration of this lease.

23. NOTICE: Whenever by the terms of this lease notice shall or may be given either to LANDLORD or TENANT, such notice shall be in writing and shall be delivered in hand or sent by Certified Mail, Return Receipt Requested, to the last known address of each.

24. LIENS & MORTGAGES: TENANT shall not permit or occasion the filing of a lien against the premises by any contractor, subcontractor, material supplier, mechanic, laborer, architect or any other person or entity for work, material, or services performed or supplied at the

Docusign Envelope ID: 8D54A4D7-3B50-4BA6-B892-2EE874019E06

request of TENANT or those claiming by, through, or under it. TENANT expressly subordinates this lease to any mortgage obtained by LANDLORD which is collateralized by the Premises and shall cooperate with any subordination documentation required by the mortgagee(s) if requested.

25. MISCELLANEOUS PROVISIONS:

a. SUCCESSORS: The covenants, agreements, terms, conditions and warranties of this lease shall be binding upon and inure to the benefit of LANDLORD and TENANT and their respective heirs, executors, administrators, successors and assigns.

b. REMEDIES NOT EXCLUSIVE: The various rights and remedies herein contained and reserved to each of the parties, except as herein otherwise expressly provided, are not exclusive of any other right or remedy of such party, but are cumulative and in addition to every other remedy now or hereafter existing at law, in equity or by statute. No delay or omission of the right to exercise any power or remedy by either party, shall impair any such right, power or remedy or be construed as a waiver of any default or non-performance or as acquiescence therein.

c. NO PRESUMPTION: This lease shall be interpreted and construed only by the contents hereof, and there shall be no presumption or standard of construction in favor of or against either party. Each party represents and warrants to the other party that they have been represented by, and have had the opportunity to consult with, legal counsel in connection with the review, negotiation and execution of this lease.

d. SEVERABILITY: If any term or provision of this lease or the application of it to any person or circumstance shall to any extent be held by a court in an action between the parties or otherwise affecting this lease to be invalid or unenforceable, the remainder of this lease or the application of such term or provision to persons or circumstances other than those to which it is invalid or unenforceable shall not be affected thereby, and each term and provision of this lease shall be valid and shall be enforced to the extent permitted by law.

e. NO OTHER AGREEMENTS: The terms set forth in this lease are intended by the parties as a final expression of their agreement with respect to such terms and may not be contradicted or supplemented by evidence of any prior agreement or of any contemporaneous oral agreement. This Lease is intended to be a complete and exclusive statement of the terms of the agreement between the parties and the terms of this lease may not be explained or supplemented by evidence of consistent additional terms. This lease may not be amended or modified by any act or conduct of the parties or by oral agreement, unless reduced to a writing signed by both parties.

f. GOVERNING LAW: This lease shall be governed by and construed in accordance with the laws of the State of Wyoming and jurisdiction/venue shall be Sheridan County, WY.

g. COSTS AND ATORNEYS' FEES: In the event either party commences a legal proceeding to enforce any of the terms of this lease, the prevailing party m such action shall have the right to recover reasonable attorneys' fees and costs from the other party, to be fixed by the court in the same action. "Legal proceedings" includes appeals from a lower court judgment as well as proceedings in the federal bankruptcy court ("Bankruptcy Court"), whether or not they are adversary proceedings or contested matters. The term "Prevailing Party", as used in the context of proceedings in the bankruptcy court means the prevailing party in an adversary proceeding or contested matter, or any other actions taken by the non-bankrupt Party which are reasonably necessary to protects its rights under this lease.

Docusign Envelope ID: 8D54A4D7-3B50-4BA6-B892-2EE874019E06

THE PARTIES HAVE HAD AN OPPORTUNITY TO SEEK THEIR OWN INDEPENDENT LEGAL, FINANCIAL AND TAX COUNSEL BEFORE EXECUTING THIS LEASE.

IN WITNESS WHEREOF, the parties hereto have signed the foregoing Lease Agreement.

LANDLORD:
Verdello Market Properties, LLC
By its Sole Members:

DocuSigned by:
Brock Boedecker
F572198498800437...
Brock Boedecker

DocuSigned by:
Jenny Boedecker
Jenny Boedecker

TENANT:
Verdello Market, Inc.
By its Sole Shareholders:

DocuSigned by:
Brock Boedecker
F572198498800437...
Brock Boedecker

DocuSigned by:
Jenny Boedecker
Jenny Boedecker

(May 2025)

NEW OR RENEWAL LIQUOR LICENSE OR PERMIT APPLICATION

(State of Wyoming-County and Municipal Jurisdictions)

FOR LIQUOR DIVISION USE ONLY		
Customer #:		
Transf. from:		
1st Reviewer:		/ /
2nd Reviewer:		/ /

CLERK SECTION: Completed by City / Town / County Clerk | **Local License #** 22

Filing In Jurisdiction:

☒ CITY or TOWN OF: SHERIDAN

☒ COUNTY OF: Sheridan

Fees

Annual License Fee: $_____

Prorated License Fee: $_____

Transfer Fee: $100.00 ✓

License Term: 9 / 3 / 25 (Month / Day / Year) Through 12 / 31 / 25 (Month / Day / Year)

Date filed with clerk: 8 / 6 / 25

Advertising Dates: (Minimum 2 Consecutive Weeks Prior to Hearing)

8 / 13 / 25 & 8 / 20 / 25

Public Hearing Date: 9 / 2 / 25

Publishing Fee: $96.00 ✓

Publishing Fee Direct Billed to Applicant: ☐

LICENSING AUTHORITY CLERK: BEGIN ADVERTISING PROMPTLY!
PER W.S. 12-4-104(d): IMMEDIATELY FORWARD A COPY OF THE APPLICATION AND ALL ATTACHEMENTS TO THE DIVISION.NO LICENSING AUTHORITY SHALL APPROVE OR DENY AN APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.

SECTION 1: APPLICANT & LOCATION INFORMATION

Applicant (Business Name): VERDELLO Market, INC.

Doing Business As (DBA) / Trade Name: VERDELLO OLIVE OILS & FINE Foods

Building to be licensed / Building Address: 23-25 GRINNELL STREET
(Address Number, and Suite or Unit Number, and Street or Road Name)
SHERIDAN / WY / 82801 / SHERIDAN
City / State / Zip / County

Local Mailing Address: 23 GRINNELL Street
(Address Number or PO Box, and Suite or Unit Number, and Street or Road Name)
SHERIDAN / WY / 82801 / SHERIDAN
City / State / Zip / County

Business Telephone Number: 307-752-2235 Fax Number: NA

Business E-Mail Address: JENNYBOEDECKER@gmail.com

Business Primary Contact: JENNY (First Name) BOEDECKER (Last Name)

SECTION 2: FILING AS (CHOOSE ONLY ONE)

☐ INDIVIDUAL | ☐ GENERAL PARTNERSHIP | ☐ LP | ☐ LLP | ☐ LLLP | ☐ LLC | ☐ LC | ☒ CORPORATION (INC)

☐ NON-PROFIT CORPORATION (NCORP) | ☐ POLITICAL SUBDIVISION | ☐ ORGANIZATION | ☐ OTHER _____

SECTION 3: FILING FOR (CHOOSE ONLY ONE)

☐ NEW LICENSE OR PERMIT ☐ RENEWAL OF LICENSE OR PERMIT

☐ TRANSFER OF LOCATION ☒ TRANSFER OF OWNERSHIP* ☐ TRANSFER OF OWNERSHIP* and LOCATION

*For a Transfer of Ownership: Attach a Form of Assignment | Formerly Held by: VERDELLO, LLC

SECTION 4: TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)

(a) **Licenses and Permits Authorized for On-Premise Sales and Off-Premise Package Sales**

☒ RETAIL LIQUOR LICENSE | ☐ COUNTY MALT BEVERAGE PERMIT | ☐ MICROBREWERY PERMIT

☐ WINERY PERMIT | ☐ WINERY SATELLITE PERMIT | ☐ MANUFACTURER SATELLITE PERMIT

(i) **Primary Business Type** (CHOOSE ONLY ONE) (W.S. 12-6-101(c)(vi))

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

(b) **Licenses and Permits Authorized for ONLY On-Premise Sales**

☐ RESTAURANT LIQUOR LICENSE | ☐ BAR AND GRILL LIQUOR LICENSE | ☐ SPECIAL MALT BEVERAGE PERMIT

☐ RESORT LIQUOR LICENSE | ☐ RESORT HOTEL LIQUOR LICENSE | ☐ RESORT LIQUOR LICENSE-SKI RESORT

LIMITED RETAIL LIQUOR LICENSE (CLUB) ☐ GOLF CLUB ☐ VETERANS CLUB ☐ FRATERNAL CLUB ☐ SOCIAL CLUB

SECTION 5: SPECIAL STATUTORY DESIGNATIONS-ONLY COMPLETE IF APPLICABLE (CHOOSE ONLY ONE)

☐ COMMERCIAL AIRPORT (W.S. 12-4-201(d)(iv) | ☐ GOLF CLUB (W.S. 12-5-201(f)) | ☐ GUEST RANCH (W.S. 12-5-201(f))

☐ Other:

SECTION 6: OPERATIONAL STATUS (W.S. 12-1-101(a)(xxi) / 12-2-301(c) / 12-4-103(a)(iv)) and to assist the Liquor Division with Scheduling Inspections)

☐ SEASONAL

☐ NON-OPERATIONAL / PARKED

MONTHS OF OPERATION: from JAN to DEC ☒ All Year (Jan-Dec)

DAYS OF WEEK OF OPERATION: from MON to SAT ☐ Every Day (Mon-Sun)

HOURS OF OPERATION: from 8:00 to 8:00 ☐ 24 Hours a Day

SCANNED

NOTICE - 8/13/25

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)

If the building is leased, attach a copy of the lease agreement and complete (i) through (iii) below:

(i) The lease term expiration date is: _____/_____/_____; or, ☒ Does not expire / Automatically Renews.

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

(ii) The lease term information is located on page(s) 1 paragraph(s) 7.

(iii) **Sales** provision for alcoholic or malt beverages: located, on page(s) 1 paragraph(s) 1.

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

(c) **RENEWAL ONLY:** The lease is current and on file with the Licensing Authority. ☐ YES ☐ NO

(i) **If NO to (c), attach a copy of the current lease agreement and complete 1.(b), (i) through (iii)**

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, attach a written explanation and copies of 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 questions**, attach a written explanation and copies of any documents in connection there within.

QUESTIONS 4-16 AND SIGNATURE PAGE: COMPLETED BY THE APPLICANT AS APPLICABLE

4. 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

(i) **If YES**, is a copy of the food and beverage contract or lease attached? ☐ YES ☐ NO

(ii) **RENEWAL ONLY:** The contract or subcontract is current and on file with the Licensing Authority. ☐ YES ☐ NO

(iii) **If NO to (a) (ii), attach a copy of the current contract or subcontract.**

5. BAR AND GRILL LICENSE OR RESTAURANT LIQUOR LICENSE ONLY: 12-4-413(a) / W.S. 12-4-407(a)

Is a copy of the valid food service permit or the approved permit application attached? ☐ YES ☐ NO

6. RESTAURANT LIQUOR LICENSE-RENEWAL 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: $_____ (_____%)

7. BAR AND GRILL LICENSE LIQUOR LICENSE-RENEWAL 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: $_____ (_____%)

8. RESORT LIQUOR LICENSE: W.S. 12-4-401 through W.S. 12-4-405

Does the resort complex:

(a)	Have an actual valuation of at least one million dollars, or have committed or expended not less than 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) on the facility? 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
(i)	**If YES to (e),** attach a copy of the contract or subcontract.				
(ii)	**RENEWAL ONLY:** The contract or subcontract is current and on file with the Licensing Authority.	☐	YES	☐	NO
(iii)	**If NO to (e) (ii), attach a copy of the current contract or subcontract.**				

9. RESORT HOTEL LIQUOR LICENSE: W.S. 12-4-416 / W.S. 12-4-403 through W.S. 12-4-405

Does the resort hotel:

(a)	Have an actual valuation of at least five million dollars, or have committed or expended at least five million dollars ($5,000,000.00) on the complex, excluding the value of the land? W.S. 12-4-416(b)(i)	☐	YES	☐	NO
(b)	Include a full-service restaurant? W.S. 12-4-416(b)(ii)	☐	YES	☐	NO
(c)	Include not less than twenty (20) sleeping rooms for short-term occupancy? W.S. 12-4-416(b)(iii)	☐	YES	☐	NO
(d)	Provide dining services to guest rooms for not less than twelve (12) hours each day? W.S. 12-4-416(b)(iv)	☐	YES	☐	NO
(e)	Provide facilities to accommodate business meetings for not less than fifty (50) participants? W.S. 12-4-416(b)(v)	☐	YES	☐	NO
(f)	Will food and beverage services be contracted or subcontracted? W.S. 12-4-403(b)	☐	YES	☐	NO
(i)	**If YES to (f), attach a copy of the contract or subcontract.**				
(ii)	**RENEWAL ONLY:** The contract or subcontract is current and on file with the Licensing Authority.	☐	YES	☐	NO
(iii)	**If NO to (f) (ii), attach a copy of the current contract or subcontract.**				

10. MICROBREWERY PERMIT:

WHOLESALE DISTRIBUTION: W.S. 12-2-201(a)

(a)	Will or does the microbrewery at this location self-distribute its products or distribute through a licensed wholesaler?	☐	YES	☐	NO

If YES to (a); contact the Wyoming Liquor Division for further information.

RENEWAL ONLY: PRODUCTION REQUIREMENTS: W.S. 12-1-101(a)(xix)

(b) **Malt Beverage Production**

Minimum barrel production required for the current license term: **50.00**

(i) Barrels produced to date for the current license term: _____

(ii) Variance: _____

(c)	Will the microbrewery at this location have produced at least 50 barrels (1,550 gallons) but less than 50,000 barrels (1, 550,000 gallons) by the end of the current license term as required by law?	☐	YES	☐	NO
(i)	**If NO to (c),** attach a written explanation.				

11. 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

12. 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

13. 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
(i)	Will food and beverage services be contracted or subcontracted? W.S. 12-4-301(e)	☐	YES	☐	NO
(ii)	**If YES,** is a copy of the food and beverage contract or lease attached?	☐	YES	☐	NO
(iii)	**RENEWAL ONLY:** The contract or subcontract is current and on file with the Licensing Authority.	☐	YES	☐	NO
(iv)	**If NO to (c) (iii), attach a copy of the current contract or subcontract.**				

14. 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 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 attached to this application?	☐	YES	☐	NO
(h)	Has at least fifty one percent (51%) of the membership signed a petition indicating a desire to secure a Limited Retail Liquor License? (Petition(s) Attached)	☐	YES	☐	NO
(i)	**If YES to (h), attach a copy of the Petition(s).**				

15. For Applicants Filing As: Individual, General Partnership, Political Subdivision, Organization or Other: W.S. 12-4-102(a)(ii) & (iii)

Each individual, partner or officer (as applicable) listed below 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: Any Felony under Wyoming law?	Any Violation under Wyoming law relating to the sale or manufacture of Alcoholic Liquor or Malt Beverages?
BROCK BOEDECKER			307-752-6682	YES ☒ NO ☐	YES ☐ NO ☒	YES ☐ NO ☒
JENNY BOEDECKER			307-752-2235	YES ☒ NO ☐	YES ☐ NO ☒	YES ☐ NO ☒
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

16. For Applicants Filing As: Corporation (INC), Limited Company (LC), Limited Liability Company (LLC), Limited Liability Partnership (LLLP) or Limited Partnership (LP): W.S. 12-4-102(a)(iv) & (v)

(a) Is the Applicant Registered and Active with the Wyoming Secretary of State as required per W.S. 12-4-103(a)(x) or as otherwise required by Wyoming state laws? ☒ YES ☐ NO ☐ NOT APPLICABLE

List below: Each Officer, Director, stockholder, legal entity or member 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 listed below must complete all of the information below.

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

Sole Shareholders of Verdello Market, Inc.

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: Any Felony under Wyoming law?	Any Violation under Wyoming law relating to the sale or manufacture of Alcoholic Liquor or Malt Beverages?
BROCK BOEDECKER	4/4/71	[redacted]		<1	50%	YES ☐ NO ☒	YES ☐ NO ☒
JENNY BOEDECKER	6/30/76	[redacted]		<1	50%	YES ☐ NO ☒	YES ☐ NO ☒
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐

REQUIRED ATTACHMENTS:

FILING FOR: NEW, OR ANY TYPE OF TRANSFER

- [X] A statement indicating the financial condition and financial stability of the Applicant. W.S. 12-4-102(a)(vi).
- [X] If Filing For a Transfer of Ownership: Attach a form of assignment from the current licensee assigning the current license or permit to the new Applicant. W.S. 12-4-601(b).
- [X] A copy of any lease agreement(s). W.S. 12-4-103(a)(iii)
- NA ☐ Bar & Grill and 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)
- NA ☐ 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)
- NA ☐ If filing for a Limited Retail Liquor License, operating as a Golf Club or Social Club, attach a copy of the club's bylaws including membership criteria. W.S. 12-4-301(c)
- NA ☐ If filing for a Microbrewery Permit or Winery Permit: Attach a copy of the approved Federal TTB Permit.
- NA ☐ If a current licensee is filing for a new, different license or permit: Attach a statement indicating the status of the current license or permit if the new license or permit is approved.

FILING FOR: RENEWAL

- ☐ A copy of any new or updated lease agreement(s) if not currently on file with the Licensing Authority. W.S. 12-4-103(a)(iii)
- ☐ Bar & Grill and 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 if the agreement on file with the Licensing Authority is not current. W.S. 12-4-201(m) / W.S. 12-4-301(e) / W.S. 12-4-403(b)

OATH OR VERIFICATION W.S. 12-4-102(b)

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 **ONE (1)** Officer or Director, or Member of an Organization or Association.*

Any individual who signs the application must also be listed on Question 15 or Question 16 as applicable or additional documentation must be provided confirming legal authority to sign the application on behalf of the Applicant.

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 Sheridan)

Signed and sworn to before me on this 5th day of August, 2025 that the facts alleged in the foregoing instrument are true by the following:

CURRENT LICENSEE ASSIGNORS

	(Signature)	(Printed Name)	Title
1)	X	MARK Bede	MEMBER OF TRANSFEROR
2)	X Kathy Bede	KATHY BEDE	MEMBER OF TRANSFEROR
3)			

APPLICANTS FOR TRANSFER

	(Signature)	(Printed Name)	Title
4)	X	Brock Boedecker	Shareholder of TRANSFEREE
5)	X Boedecker	Jenny Boedecker	Shareholder of TRANSFEREE

Witness my hand and official seal:

Signature of Notary Public

(SEAL)

My commission expires: 10/29/29

GREG A. VON KROSIGK
NOTARY PUBLIC
STATE OF WYOMING
COMMISSION ID: 89227
MY COMMISSION EXPIRES: 10/29/2029

City of Sheridan - Liquor License Operation Plan

55 Grinnell Plaza | Sheridan WY 82801
307-675-4211 | cainslie@sheridanwy.gov
307-675-4214 | afoster@sheridanwy.gov

Dear Liquor License Applicant,

Enclosed is your Liquor License Packet

- State of Wyoming Liquor Division Application - The State has made changes, pay close attention as you fill out the new application form.
- City of Sheridan's New Operation Plan

Please note the following are required, along with requirements outlined in the State Application

- ❑ Payment of any/all applicable fees at the time of application acceptance
- ❑ If applicable, a signed copy of your lease agreement with the language outlined below
- ❑ An updated City of Sheridan's new Operation Plan (attached)
- ❑ An updated business plan
- ❑ A letter of good standing from your bank on bank letterhead
- ❑ All taxes must be paid in full and current in order to be considered for renewal

NOTE: ALL required documents must be submitted in order for your application to be considered. We will return all partially completed applications.

Frequently Missed Items:

- ❑ Check to make sure the phone numbers, email address(es), mailing and physical addresses (No PO Boxes) are all correct. Please include an email address if you have one
- ❑ Section 6: Please make sure to include months, days, and hours of operations
- ❑ Clearly list ALL owners of the entity if holding more than 10% of ownership, including current home address (no PO Boxes) and phone numbers
- ❑ Make sure ALL required parties have signed the application - **signatures must be notarized**

If your building is leased:

- ❑ **Provide a copy of the lease agreement**
  - ❑ The lease **must not** expire before the end of the renewal period (Jan-Dec of each year)
  - ❑ The lease must contain the following language:
    - ❑ The provided lease agreement allows for the dispensing of liquor (alcohol) and allows for the sales of alcoholic or malt beverages on the leased premises

License Type Specific Items

- ❑ **Restaurant/Bar & Grill** - ensure the applicant name on the application matches the name on the food service permit
- ❑ **Club** - make sure your officer list is current with the Secretary of State's office and that you include a detailed statement of your activities and amounts expended during the year
- ❑ **Microbrewery** - must submit production count records (in gallons)

Questions? To ensure someone is available to help you with your questions, please schedule a time to meet with the Clerk's office using the contact information above.

City of Sheridan - Liquor License Operation Plan

55 Grinnell Plaza | Sheridan WY 82801
307-675-4211 | cainslie@sheridanwy.gov
307-675-4214 | afoster@sheridanwy.gov

Name as it appears on license:	
Common Name (doing business as):	
Street Address:	
Phone #:	

Planned Operations:

Year Round	✔	Year Round (Jan-Dec)
Seasonal (select applicable months)	☐	**Jan**
	☐	**Feb**
	☐	**Mar**
	☐	**April**
	☐	**May**
	☐	**June**
	☐	**July**
	☐	**Aug**
	☐	**Sept**
	☐	**Oct**
	☐	**Nov**
	☐	**Dev**

Hours of Operation	
Monday:	10 am to 10 pm
Tuesday:	10 am to 10 pm
Wednesday:	10 am to 10 pm
Thursday:	10 am to 10 pm
Friday:	10 am to 10 pm
Saturday:	10 am to 10 pm
Sunday:	10 am to 4 pm

Last call will be 30 minutes before closing and **last service** will be 15 minutes before closing.

Use of License

For ALL License Types - Please describe the characteristics of your operations:

retail sales of package wine and liquor; use in on-site dining and cooking classes

City of Sheridan - Liquor License Operation Plan

Use of License Continued

For ALL License Types:

Nature of Business:	Regular Events:	Special Events:	Other:
☑ Bar	☑ Happy Hour	☐	☐
☑ Package Liquor	☐ Live Entertainment	☐	☐
☑ Restaurant	☑ cooking classes	☐	☐

Retail/Microbrew: Please note all events require a Catering Permit

Note: Outside consumption areas located on public rights-of-way require a Sidewalk Use Agreement obtainable from the City Clerk's Office. Any substantial improvements on public rights-of-way require a lease agreement.

Bar & Grill/Restaurant Licenses - Please describe the characteristics of your operations, including any entertainment that will contribute to the 60% food sales/entertainment requirement for Bar & Grill Licenses:

_____

_____

_____

Retail Licensees - Will you be catering? ☑ Yes ☐ No

If yes, name of catering company? Verdello Market

City of Sheridan - Liquor License Operation Plan

Security/Crowd Control/Capacity Limits

The official occupancy limit for our business is: 91

In order to comply with our occupancy limits we shall:

All events will be limited to less than our official capacity. Owner and/or manager will onsite

We shall maintain peace and order in and around our business (but not limited to):

- Require TIPS/Approved Certified Training
- Reporting altercations or potential alterations to the Sheridan Police Department
- Follow all guidelines established by Ch. 4 of Sheridan Municipal Code

Rules of the establishment shall be enforced by:

owner and/or manager on duty

Alcohol Management

To comply with Sheridan Municipal Code re: Alcoholic and Malt Beverages, including the use of eighteen (18) to twenty (20) year old servers in restaurants, if applicable, our establishment will:

Tips-trained staff; reporting altercations to PD; follow Chapter 4 guidelines City Code

Docusign Envelope ID: 6ADA30B7-4AC2-4DD2-8C8C-0ABFC6222F66

City of Sheridan - Liquor License Operation Plan

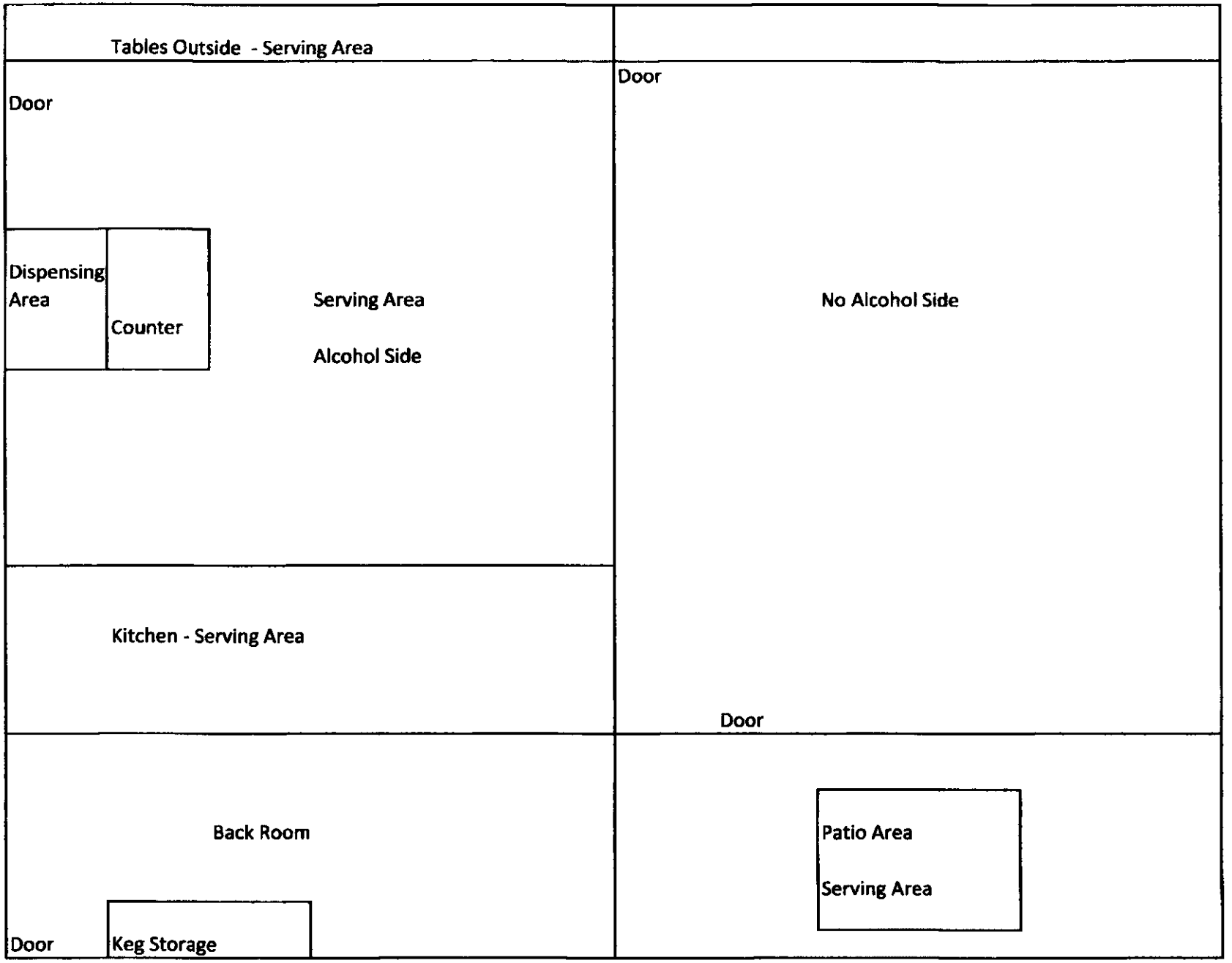
Building/Establishment Details:

What is the current zoning for your establishment: B1

In the space provided below, or on a separate sheet of paper, please provide a reasonably detailed building design/site layout that identifies the following:

- Where alcohol is being dispensed/served (i.e. bar, tables, etc.)
- Where alcohol inventory is being stored
- All entrances/exits for your building

See Attached


Tables Outside - Serving Area
Door
Dispensing Area
Counter
Serving Area
Alcohol Side
Door
No Alcohol Side
Kitchen - Serving Area
Door
Back Room
Door
Keg Storage
Patio Area
Serving Area

Docusign Envelope ID: 6ADA30B7-4AC2-4DD2-8C8C-0ABFC6222F66

City of Sheridan - Liquor License Operation Plan

Final Acknowledgment

Name as it appears on license:	Verdello, LLC (to be transferred to Verdello Market, Inc.)
License Renewal Year:	2026

- I acknowledge that the Sheridan Police Department is an agent of the licensing authority and shall have the ability to inspect the licensed premises. Violations of City Code are subject to Section 4-13, resulting in action from Administrative Fees up to license revocation.
- I acknowledge the information provided is true and correct to the best of my knowledge and all required documentation has been provided with this application.
- I acknowledge that I have signing authority for the above listed business.

DocuSigned by: Brock Boedecker F372198498004374...
DocuSigned by: Jenny Boedecker 0600B2B304B5456...

Signature of License Holder

8/7/2025 8/7/2025

Date Signed

Brock Boedecker Jenny Boedecker

Printed Name of License Holder

Verdello – Sheridan, Wyoming

1) Executive Summary

Business: Verdello, an established specialty food and culinary experience shop in downtown Sheridan offering premium extra-virgin olive oils, balsamic vinegars, spices, gourmet foods, gifts, and hands-on classes.
Vision: Be Sheridan's go-to spot for taste discovery—where locals and visitors learn, sample, and gift exceptional food.
Strategy: Grow same-store sales by expanding classes/events, corporate gifting, and online orders; deepen local partnerships; optimize product mix and inventory turns.

---

2) Market & Customer

Location Advantage: High-visibility Main Street setting with steady local traffic and seasonal tourism (rodeo week, holiday strolls, summer guests to the Bighorns).
Primary Segments

- **Food Enthusiasts & Home Cooks** (repeat tastings, refills, classes)
- **Gift Buyers** (host gifts, holidays, corporate)
- **Restaurants & Lodging** (B2B ingredient and amenity gifting)
- **Visitors/Tourists** (small, packable premium gifts)

Customer Needs: Quality + story (origin, varietal, harvest date), taste-before-you-buy experience, beautiful and fast gift solutions, classes that are fun, social, and skill-building.

---

3) Products & Services

- **Core Retail:** Extra-virgin olive oils & balsamics (rotating varietals), spice blends, sauces, pastas, specialty snacks, and kitchen accents.
- **Classes/Events:** Chef-led or staff-led tastings, technique workshops, private parties (birthdays, team-builders), and seasonal pairing nights.
- **Gifting:** Custom baskets, corporate/real-estate closing gifts, event favors, curated holiday boxes; simple order form for bulk requests.
- **Subscriptions (New):** Monthly "Taste Box" (oil, vinegar, spice + recipe card) and quarterly "Entertainer's Box."
- **E-Commerce/Click-to-Collect (Expand):** Local pickup and UPS shipping with pre-built gift sets.
- **Catering Events:** Local food/beverage catering for special events.

4) Sales & Marketing Plan

Brand Positioning: "Sheridan's kitchen playground—taste, learn, and gift better."
Channels & Tactics

- **Retail Experience:** Daily sampling, recipe cards, "staff picks," and quick-bundle gift wall.
- **Events/Classes:** 6–8 events/month by Q4 (mix of ticketed public classes and private groups).
- **Corporate Gifting:** One-page PDF line sheet; outreach to local employers, real-estate agents, hotels, event planners; volume pricing tiers.
- **Email & SMS:** Weekly email with new varietals, pairings, and class drops; SMS for last-minute class openings and holiday box pre-orders.
- **Social:** Short recipe reels, before/after gift builds, customer spotlights, class clips; boost posts during WYO Rodeo week and holidays.
- **Partnerships:** Lodging welcome gifts, brewery/winery pairing nights, cooking demos at community events, cross-promos with local farms and makers.
- **Loyalty Program:** Points on purchases, birthday perk, refill discount, and double-points days during shoulder weeks.

---

5) Operations

Staffing: Manager, 2–3 core associates, event/class leads (mix of PT/guest chefs). Cross-train all staff on tasting notes, gift building, and POS.
Inventory: ABC analysis; weekly reorder thresholds for A-items; rotate oils with clear harvest-date labeling; FIFO for freshness; target 2.5–3.0 turns.
Suppliers: Maintain 2–3 primary importers for oils/vinegars; diversify spices and gift fillers to mitigate supply risk.
Liquor: Maintain higher quality spirits, wine, spritzer/beer products to sell retail as well as in store customer experiences. Possibility of supporting catering events.
Quality & Experience: Clean, fragrant store; tidy fusti station; fast gift-wrap station; pre-printed tasting/recipe cards.

---

6) KPIs

- **Sales:** Daily revenue, Average Order Value, Units/Transaction, Sales/Hour
- **Mix:** % Gifting, % Classes/Events, % Online
- **Customer:** Emails captured/day, Loyalty sign-ups, Repeat rate, NPS
- **Operations:** Inventory turns, Shrink %, On-time vendor fill rate, Class occupancy (%)
- **Digital:** Email open/click, Site conversion rate, Social reach → event ticket sales

CITY OF SHERIDAN, WYOMING

55 Grinnell Street, P.O. Box 848, Sheridan Wyoming 82801
Ph (307) 674-6483 Fax (307) 674-2195

City Administrator

MEMORANDUM

RE: Discussion of Resolution 24-25: Revocation of the Standing Audit Committee - City Administrator Stuart McRae and City Treasurer Darla Hawkins

From: Stuart McRae, City Administrator

To: City Council

CC:

Date: 08/25/2025

Background:

In December 2019, the Governing Body agreed to form a standing audit committee consisting of the Mayor and two council members based on an understanding that the City's auditing agents, Porter-Muirhead-Cornia-Howard, had recommended it be done.

The committee was set up to review, recommend, and report to the Governing Body on audit oversight-related communications, taking responsibility for the financial statement disclosures, and any decisions that might become necessary related to findings, fraud, legal noncompliance, or abuse which may be identified by the auditors.

Discussion:

The Audit Committee has never functioned as intended with no instances of inappropriate activities occurring and other tasks already being performed in a manner that meets all audit and Council/public information release requirements.

The attached Resolution 24-25 rescinds Resolution 55-19 in its entirety. If the Governing Body suspects instances of inappropriate or illegal financial activity, the Mayor has the authority to establish a special-purpose, temporary committee to perform tasks as necessary.

Attachments

Resolution 24-25

Resolution 55-19 Creation of Committee

Memo PMCH

CITY OF SHERIDAN
RESOLUTION 24-25

A RESOLUTION TO REVOKE RESOLUTION #55-19 CREATING A STANDING AUDIT COMMITTEE

WHEREAS, Resolution #55-19, approved and adopted by the Governing Body, established an Audit Committee to review, recommend, and report to the Governing Body on audit oversight-related communications and to take responsibility for financial statement disclosures and any decisions that might become necessary related to findings of fraud, legal noncompliance, or abuse;

WHEREAS, the City Administrator and Treasurer already coordinate to present audit findings to the Governing Body, ensuring appropriate oversight and transparency in financial reporting;

WHEREAS, a temporary committee is deemed more appropriate than a standing committee should the Governing Body identify any specific concerns requiring further review or action; and

WHEREAS, it has been determined that Resolution #55-19 is no longer relevant as a standing committee and does not align with the City's operational needs.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SHERIDAN, WYOMING:

Resolution #55-19, establishing an Audit Committee, which was adopted on or around December 16, 2019, is hereby revoked in its entirety. Additionally, audit oversight and reporting responsibilities shall continue to be fulfilled by the City Administrator and Treasurer in coordination with the Governing Body with temporary committees formed as needed to address specific concerns.

PASSED, APPROVED AND ADOPTED this _____ day of _____ 20__.

City of Sheridan

_____

Richard Bridger, Mayor

ATTEST:

_____

Ashlee Foster, City Clerk

City of Sheridan

Resolution #55-19

A resolution of the City of Sheridan creating an Audit Committee.

RECITALS

WHEREAS, the City of Sheridan is required to perform a yearly audit of its books and finances which is performed by an independent third party; and

WHEREAS, the auditors have recommended that the City create an Audit Committee to review, recommend, and report to the Governing Body on audit oversight related communications and to take responsibility for the financial statement disclosures and any decisions that might become necessary related to findings, fraud, legal noncompliance, or abuse.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SHERIDAN:

(1) An Audit Committee is hereby established to review, recommend, and report to the Governing Body on audit oversight related communications and to take responsibility for the financial statement disclosures and any decisions that might become necessary related to findings, fraud, legal noncompliance, or abuse which may be identified by the auditors.

(2) The Committee shall consist of the Mayor and two Council Members. The appointed Council Members shall be appointed by the Mayor and confirmed by Council for two-year terms. The initial terms of the Council Members shall be staggered for a one year and two year term respectevily.

Passed, approved and adopted this 16 day of DECEMBER, 2019.

Roger Miller, Mayor

ATTEST:

City Clerk

CITY OF SHERIDAN MUNICIPAL SEAL SHERIDAN COUNTY, WYOMING

PMCH
PORTER | MUIRHEAD | CORNIA | HOWARD
A CORPORATION OF CERTIFIED PUBLIC ACCOUNTANTS

PLAN. EMPOWER. ACHIEVE.

MEMORANDUM

TO: City of Sheridan – Attn: Mayor Richard Bridger
From: Cindy Kretzer
Date: December 11, 2024
Subject: Clarification on Audit Committee Recommendation

I wanted to clarify that we did not recommend the creation of an Audit Committee during our audit. While the City of Sheridan's Resolution #55-19 references a recommendation for such a committee, this was not part of our audit findings or recommendations. We have provided copies of all our written recommendations, which you should have received.

If you need further clarification or assistance in reviewing those documents, please don't hesitate to reach out.

Porter, Muirhead, Cornia & Howard

Porter, Muirhead, Cornia & Howard
Certified Public Accountants

December 11, 2024
Casper, Wyoming

MAIL: PO Box 2750
Casper, WY 82602-2750

PHONE: (307) 265-4311
FAX: (307) 265-5180

LOCATION: 600 East 1st Street
Casper, WY 82601

PMCH.COM

CITY OF SHERIDAN, WYOMING
55 Grinnell Plaza, Sheridan, Wyoming 82801
Ph (307) 674-6483

City Administrator

MEMORANDUM

RE: Discussion of Dissolution of Northeast Wyoming Growth Alliance (NEWGA) and Distribution of Member Investment Returns – City Administrator Stuart McRae

From: Stuart McRae, City Administrator

To: City Council

CC:

Date: 08/25/2025

Background:

The Northeast Wyoming Growth Alliance, aka NEWGA, was created in 2016 and consisted of the cities of Buffalo, Gillette, and Sheridan. The purpose was to look for and take advantage of economic opportunities on behalf of these cities.

Discussion:

Since 2020, there has been no activity on behalf of NEWGA and the participating partner entities have agreed to dissolve NEWGA and return the remaining funds equitably to each of the four funding entities, including JOCO First which worked as the Central Point of Contact for NEWGA.

The attached MOU with attachments, once signed and attested by the cities of Buffalo, Gillette, and Sheridan authorizes the formal dissolution of NEWGA and the equitable disbursement of payouts to the participating entities.

Attachments

NEWGA Dissolution MOU
NEWGA Initial Deposit 5.29.19
Bank Detail Through July 2023
Original 2016 NEWGA MOU

MEMORANDUM OF UNDERSTANDING

BETWEEN THE CITIES OF BUFFALO, GILLETTE, AND SHERIDAN

This Memorandum of Understanding ("MOU") is entered into by and between the City of Buffalo ("Buffalo"), the City of Gillette ("Gillette"), and the City of Sheridan ("Sheridan"); and is effective this _____ day of September, 2025.

Purpose

The purpose of this MOU is to formally dissolve the Northeast Wyoming Growth Alliance ("NEW Growth Alliance") as an entity and establish agreed upon percentages for member investment returns.

Recitals

WHEREAS, the governing bodies of Buffalo, Gillette and Sheridan agreed to form a coalition in order to work collaboratively to market the three communities and their surrounding area, highlighting the competitive advantage and strengths of the region; and

WHEREAS, a memorandum of understanding dated, 15 August 2016 was signed to that end; and

WHEREAS, the three cities agreed to appoint JOCO First as the central point of contact for the NEW Growth Alliance.

WHEREAS, original collection of funds totaled $28,000 from Buffalo, $10,000 from JOCO First, $50,000 from Gillette, and $50,000 from Sheridan.

WHEREAS, these collection funds totaling $138,000 and amounted to the following percentages of the total by entity: 20% for Buffalo, 7% for JOCO First, and 36% for Gillette and 36% for Sheridan; and

WHEREAS, funds amounting to $131,514.03 were transferred on behalf of NEW Growth Alliance for management under the supervision of the City of Sheridan in 2019; and

WHEREAS, no funds have been expended since July 2020; and

WHEREAS, the original intent of the NEWGA was not fully performed as intended; and

WHEREAS, as of 21 July 2025, the current value of the amount transferred to Sheridan minus any official allocations and transfers on behalf of the NEW Growth Alliance equals $229,316.38; and

WHEREAS, there is consensus among all partner entities of the NEW Growth Alliance to dissolve;

NOW THEREFORE BE IT RESOLVED:

1. That the NEW Growth Alliance is hereby dissolved and terminated.

2. The City of Sheridan shall distribute all the funds held on behalf of NEW Growth Alliance as follows:

	Initial Contribution	Percent	Payout Amount
Buffalo	$28,000	20%	$46,527.96
JOCO First	$10,000	7%	$16,617.13
Gillette	$50,000	36%	$83,085.64
Sheridan	$50,000	36%	$83,085.64
Total	**$138,000**	**100%**	**$229,316.38**

3. General Provisions.

    a. This MOU is terminated in compliance with the provisions of the NEW Growth Alliance MOU dated 15 August 2016.

    b. JOCO First payout will be sent to the City of Buffalo for proper distribution.

SIGNED AND EXECUTED by the parties effective as of the date set forth above.

CITY OF BUFFALO	CITY OF GILLETTE	CITY OF SHERIDAN
_____	_____	_____
Shane Schrader, Mayor	Shay Lundvall, Mayor	Richard Bridger, Mayor
ATTEST:	ATTEST:	ATTEST:
_____	_____	_____

Name City of Sheridan - NEWGA
Box 848
Sheridan, WY 82801

LIST CHECKS SINGLY OR ATTACH LIST

CURRENCY ▶

COIN ▶

CHECKS ▶ 131514 03

USE OTHER SIDE FOR ADDITIONAL LISTING.
BE SURE EACH ITEM IS PROPERLY ENDORSED.

TOTAL ITEMS

TOTAL FROM OTHER SIDE ▶

$ 131514.03

DEPOSIT TICKET

DATE _____

CHECKS AND OTHER ITEMS ARE RECEIVED FOR DEPOSIT SUBJECT TO THE PROVISIONS OF THE UNIFORM COMMERCIAL CODE OR ANY APPLICABLE COLLECTION AGREEMENT. DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL

First Interstate Bank
855-342-3400
firstinterstate.com

⑆092901683⑆0107075715" 9

KBJ ECONOMIC DEVELOPMENT JOINT POWERS BOARD
NORTHEAST WYOMING GROWTH ALLIANCE
PO BOX 490
BUFFALO, WY 82834

1083
99-45/1023

4/25/2019
DATE

PAY TO THE ORDER OF City of Sheridan $ 131,514.03/100

one hundred thirty one thousand five hundred and fourteen and 03/100 DOLLARS

Security features included. Details on back.

First Northern Bank of WYOMING
P.O. Box 400, Buffalo, WY 82834
307-684-2211 www.fnbofwyo.com

FOR NEWGA Funds Transfer

MP

⑆102300459⑆ 1080786511" 1083

Main Street Traditional Blue

First Interstate Bank
Sheridan

Station 01D3 Teller 0105 Seq# 0052
05/29/2019 12:16:12 PM

Checking Deposit

Account #: **********5715

Amounts Received:

Checks In:	131,514.03
Grand Total:	**131,514.03**

Thank you for banking at First Interstate Bank. Items deposited today may not be available until the next business day.

Check Register

				NEWGA (Northeast Wyoming Growth Alliance)	FIRST INTERSTATE ACCOUNT #5715	Account Opened 04/18/2019
Number	Date	Description of Transaction	C	Debit (-)	Credit (+)	Balance
Deposit	5/29/19	KBJ Econ Dev JPB-Initial Deposit	x		$131,514.03	$131,514.03
	5/31/19	Monthly service charge	x	$8.80		$131,505.23
	6/18/19	Waiver of monthly service charge	x		$8.80	$131,514.03
1001	6/24/19	Golden Shovel Agency	x	$650.00		$130,864.03
1002	6/24/19	Ady Advantage	x	$18,125.00		$112,739.03
Deposit	7/24/19	City of Gillette	x		$34,500.00	$147,239.03
1003	8/29/19	Golden Shovel Agency	x	$650.00		$146,589.03
1004	8/29/19	Ady Advantage	x	$15,687.50		$130,901.53
1005	10/22/19	Golden Shovel Agency	x	$650.00		$130,251.53
1006	10/22/19	Ady Advantage	x	$9,062.50		$121,189.03
1007	12/3/19	Ady Advantage	x	$2,000.00		$119,189.03
1008	2/11/20	Golden Shovel Agency	x	$3,250.00		$115,939.03
1009	6/23/20	Golden Shovel Agency	x	$2,600.00		$113,339.03
1010	6/23/20	Confluence Collaborative	x	$1,617.64		$111,721.39
Deposit	7/2/20	City of Buffalo-annual contribution	x		$15,000.00	$126,721.39
Deposit	7/10/20	City of Gillette-annual contribution	x		$40,000.00	$166,721.39
ACH Deposit	7/14/20	City of Sheridan-annual contribution	x		$40,000.00	$206,721.39
Interest Earned	2/28/23	First Federal Bank & Trust	x		$555.09	$207,276.48
Interest Earned	3/31/23	First Federal Bank & Trust	x		$760.51	$208,036.99
Interest Earned	4/29/23	First Federal Bank & Trust	x		$714.05	$208,751.04
Interest Earned	5/31/23	First Federal Bank & Trust	x		$790.62	$209,541.66
Interest Earned	6/30/23	First Federal Bank & Trust	x		$744.02	$210,285.68
Interest Earned	7/31/23	First Federal Bank & Trust	x		$771.54	$211,057.22

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITIES OF BUFFALO, GILLETTE, AND SHERIDAN

This Memorandum of Understanding ("MOU") is entered into by and between the City of Buffalo ("Buffalo"), the City of Gillette ("Gillette"), and the City of Sheridan ("Sheridan"); and is effective this 15th day of August, 2016.

Purpose

The purpose of this MOU is to establish and formalize the mutual understanding of tasks and responsibilities of each community for the Northeast Wyoming Growth Alliance ("NEW Growth Alliance") initiative, as well as to set forth the scope of the initiative itself.

Recitals

WHEREAS, the governing bodies of Buffalo, Gillette and Sheridan recognize the benefits of maximizing the effectiveness of limited economic development dollars by working collaboratively to market the three communities and their surrounding area, highlighting the competitive advantage and strengths of the region; and

WHEREAS, a marketing strategy was recently completed for the Northeast Wyoming region, using funding from the three communities and a Wyoming Business Council Grant, that outlines goals and actions for collaboration between the three communities in marketing the region; and

WHEREAS, the initiative surrounding said marketing strategy has been named the NEW Growth Alliance; and

WHEREAS, in order for the NEW Growth Alliance initiative to be successful, the cities of Buffalo, Gillette, and Sheridan must share a common understanding of the scope and goals of the initiative and commit resources vital to its success;

Now Therefore Be It Resolved:

I. **Scope of Northeast Wyoming Growth Alliance**

A. The parties agree that the mission and scope of the NEW Growth Alliance shall be as detailed in the NEW Growth Alliance Business/Operational Plan dated April 2016 attached hereto and incorporated herein as Exhibit A.

B. The parties hereby appoint JOCO First as the Central Point of Contact for the NEW Growth Alliance. The initial duties of the Central Point of Contact shall be as defined in the Business/Operational Plan. Additional duties may be assigned by the Management Council described below.

C. The process of handling of leads, inquiries, and prospects shall be as outlined in the Business/Operational Plan. Likewise, what constitutes an inquiry, lead, or prospect shall be as

defined in the Business/Operational Plan.

II. NEW Growth Alliance Management Council

A. The efforts of the NEW Growth Alliance shall be governed by a Management Council. Each participating community shall appoint representation to the Management Council as follows:

- ***Buffalo*** – 1 elected official,
- ***Gillette*** – 1 elected official,
- ***Sheridan*** – 1 elected official
- Two at large appointees shall be selected and approved by a majority of the three elected officials on the Management Council. The two at-large appointees will serve staggered, one year and three year terms. Upon the expiration of the initial terms, all subsequent appointments shall be for three year terms.
- The three elected officials of the Management Council shall have authority to remove the at-large appointees upon unanimous agreement.

B. The Management Council shall direct the efforts of the Central Point of Contact and shall promulgate bylaws, policies and procedure to administer the affairs, appoint committees as needed and manage the funds allocated to the NEW Growth Alliance.

C. The Management Council shall be responsible for proposing an annual budget for the scope of work of the NEW Growth Alliance.

D. Representatives of the Management Council shall report biannually on the efforts of the NEW Growth Alliance to the governing bodies of the Buffalo, Gillette, and Sheridan. The Management Council shall provide a written biannual accounting of all funds expended for the NEW Growth Alliance and its fiscal position to the governing bodies of the same.

E. The Management Council shall be assisted in their efforts by a Technical Advisory Committee. The Technical Advisory Committee may consist of one economic development representative from each community and may also include other stakeholders as selected by the majority of the Management Council.

F. The Management Council, with assistance from the Technical Advisory Committee, shall develop bylaws and other operating procedures to help govern the affairs of the Management Council and NEW Growth Alliance.

III. Responsibilities of Parties

A. In order to provide for the first three years of activities and organizational stability, the parties agree to contribute the following funds to the for fiscal year 2016/17, 2017/18, 2018/19:

Buffalo – ~~$40,000~~ $28,000
JOCO First - $10,000
Gillette – $50,000
Sheridan – $50,000

Total Year 1 Contributions – ~~$150,000~~ $138,000

B. The Central Point of Contact shall be responsible for invoicing the other parties as necessary, and shall maintain the funds in a fiscally responsible manner in accordance with state law and the fiscal procedures adopted by the Management Council. The Central Point of Contact shall also provide the Management Council with all necessary information to meet its responsibilities to the governing bodies of Buffalo, Sheridan, and Gillette.

IV. **General Provisions**

A. This MOU shall remain in effect until terminated by mutual consent of the parties.

B. This MOU contains all the terms and understanding agreed to by the parties relating to its subject matter. It replaces all previous discussions, understandings, and agreements.

C. This MOU may be amended by mutual consent of the parties. Any changes, modifications, revisions or amendments to this MOU that are mutually agreed upon by and between the parties shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.

D. This MOU may be signed in counterparts.

SIGNED AND EXECUTED by the parties effective as of the date set forth above.

CITY OF BUFFALO	CITY OF GILLETTE	CITY OF SHERIDAN
Michael Johnson, Mayor	Louise Carter-King, Mayor	John Heath, Mayor
ATTEST:	ATTEST:	ATTEST: