



**AGENDA
CITY OF SHERIDAN
OCTOBER 13, 2025
STUDY SESSION COUNCIL MEETING START 5:30 P.M.**

1. Discussion of Smith Alley West Use Agreement - City Engineer Thomas Morneau
2. Discussion of Bid Award to Highland Inc. for Blacktooth Park Phase VI Project in the Amount of \$222,478.00 - City Engineer Thomas Morneau
3. Discussion of PL-25-31, Ordinance 2299, Rezone 1 Acre from R-1 to B-1 at 1039 2nd Ave E. - City Planner Kelly Schroeder
4. Discussion of Ownership Transfer for Cowboy Café, Restaurant License #12, from Cowboy Café 2, LLC to KMR Enterprises, LLC - City Clerk, Ashlee Foster
5. Discussion of Adopting the Revised Public Records Request Policy - City Clerk, Ashlee Foster
6. 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

Public Works

MEMORANDUM

RE: Discussion of Smith Alley West Use Agreement - City Engineer Thomas Morneau
From: Thomas Morneau, City Engineer
To: City Council
CC:
Date: 09/10/2025

Recommendation:

Staff recommends the City Council approve the request for the Alley Use Agreement for Smith Alley with Bee Tree Partners, LLC, and authorize the Mayor to sign said agreement.

Background:

The adjacent property of Smith Alley West currently makes use of a portion of the alley to create outdoor seating. The Smith Street Alley is closed to vehicular traffic and serves as a primary path for pedestrians connecting to Main Street from the west. The proposed request allows for the adjacent business to continue utilizing the alley for outdoor seating, but the new agreement will supersede the previous agreement from May 2018, which required that the Lessee pay rent of \$1/sqft per month between May 1st and December 1st of each year.

The attached agreement spells out the allowances and restrictions of the alley use. The initial term of the agreement is for five years. The Lessee will be responsible for the cost of any improvements and physical streetscape items, which will require approval from the Public Works Director. Additionally, the Lessee will provide cleaning and maintenance of the space and maintain clear and direct ADA-compliant access through the alley at all times. Alcohol will be permitted on the premises that are enclosed in the alley. The Lessee is responsible for liability insurance with the City listed as an additional insured party. The City reserves the right to terminate the lease agreement for health and safety reasons at any time and to terminate it with 90 days' notice if the public interest is no longer served.

Attachments

Use Agreement



ALLEY USE AGREEMENT

THIS AGREEMENT is entered into and effective the ____ day of _____, 2025, by and between the City of Sheridan, Wyoming, a municipal corporation, whose address is 55 E. Grinnell Plaza, Sheridan, WY 82810, (the "City") and Bee Tree Partners, LLC, a Wyoming limited liability company, whose address is 1508 S. Willson Ave., Bozeman, MT 59715, ("Lessee"). Lessee owns or has an interest in the property located at 150 N. Main Street, Sheridan, Wyoming (the "Property"). The Property is adjacent to the alley or public right-of-way described below, and Lessee wishes to use all or a portion thereof for its business services offered to the public. The City wishes to accommodate Lessee's desired use and finds Lessee's desired use to be in the public's interest.

THEREFORE, in consideration of the promises exchanged below, the Lessee and City agree as follows:

1. **Termination.** The parties hereby terminate and revoke the Sidewalk/Alley License Agreement, dated May 21, 2018, in its entirety.

2. **Premises.** The City leases to Lessee the following described portion of alley adjacent to Lessee's Property, described as follows:

As shown on the site plan detailing the layout and use of the alley attached hereto as Exhibit A (the "Premises").

3. **Term.** The term of this Agreement shall be **five (5) years**, beginning on the effective date hereof and terminating five (5) years thereafter. The City may terminate this Agreement upon ninety (90) days' notice to Lessee should it deem the Agreement no longer serves the public interest; provided however, this Agreement may be terminated immediately by the City if it has any public health or safety concern arising from Lessee's use of the Premises or if the Lessee or the Property has any violation of the City's Municipal Code.

4. **Purpose.** The purpose for this Agreement and Lessee's use of the Premises is as follows:

Allow the Lessee the ability to establish a place for the serving and sale of retail goods from the Premises. The City Governing Body finds these uses are beneficial to the economic and cultural vitality of the Sheridan historic downtown.

5. **Maintenance/Repair.** Lessee shall at all times keep the Premises clean, maintained, and in good repair in at least as good of condition as upon the effective date of this Agreement. Maintenance includes the removal of snow and ice. The City shall not be responsible for cleaning, maintaining, repairing, or inspecting the Premises during the term of this Agreement. Provided, should the Premise

include any trees, the Lessee shall not prune or alter any tree in any manner. Should any tree require any maintenance, Lessee shall notify the City immediately.

6. **Pedestrian Access.** Lessee shall at all times maintain a clear and direct American with Disabilities Act (ADA) compliant access through the Premises.

7. **Improvements and Alterations.** Lessee must obtain written consent from the City's Public Works Director before making any alterations, improvements, modifications, or additions to the Premises. Any and all alterations, improvements, modifications, or additions to the Premises shall: (a) be in compliance with all applicable building codes; (b) be in compliance with the City's Municipal Code; (c) have emergency egress considerations; and (d) meet the City's design checklist. Unless otherwise agreed by the parties, Lessee shall remove all alterations, improvements, modifications, or additions to the Premises and restore the Premises to its original condition upon this Agreement terminating and not being renewed.

8. **Liability Insurance by Lessee.** During the term of this Agreement, Lessee or its tenant renting the Property shall provide insurance coverage for persons and property on the Premises for injury, death, or damage in an amount not less than One Million Dollars (\$1,000,000.00) Per Occurrence. The City shall be added as an "Additional Insured" with a waiver of subrogation in favor of the City. The Lessee shall provide a Certificate of Liability Insurance with the location of the Premises at the time of the signing of this Agreement and **every year** thereafter on renewal of the Liability Coverage Policy.

9. **Indemnity/Governmental Immunity.** Lessee shall assume the risk of any liability arising from this Agreement and any and all use of the Premises, and Lessee shall hold harmless, defend, and indemnify the City for any liability associated with the use of the Premises and the improvements thereon. The City does not waive governmental immunity by entering into this Agreement and specifically retains all immunities and defenses available to it pursuant to Wyo. Stat. § 1-39-101 *et seq.* and all other applicable law.

10. **Third-Party Beneficiaries and Transferability.** Other than Lessee's current tenant on the Property, Big Horn Public House, LLC, a Wyoming limited liability company, the parties do not intend to create in any other party the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status.

This Agreement is not transferable without the written consent of the City. Further, if the Lessee has an alcohol license, the parties agree that this Agreement is not part of the alcohol licensee's transferable premise even though the use has been approved as part of the licensee's operational plan. Any alcohol license transferee shall be required to enter into a new alley use agreement with the City after the approval of the license transfer.

11. **Alcohol.** If Lessee's use of the Property includes the selling and dispensing of alcohol under a duly issued and proper liquor license, then the City consents to the service of alcoholic beverages within an immediately adjacent fenced or enclosed area of the Premises as provided in Wyo. Stat. § 12-5-201(a), or as otherwise required by the State of Wyoming Liquor Commission. Provided that such service has been approved as part of the Lessee's Operational Plan. Lessee must obtain the written consent from

the City's Public Works Director before adding or constructing a fenced or enclosed area on the Premises as provided in Paragraph 5 herein.

If the Premises is any sidewalk located along or within the area between Burkitt St. and Dow St. and between Brooks St. and Gould St., the Lessee shall be required to provide food service if alcohol is going to be consumed on the Premises. Food service requires that the food is prepared on the Property and is not prepackage. The food service plan must be included in the Lessee's Operation Plan and approved by the City.

12. **Entire Agreement.** This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and all prior agreements, understandings, or negotiations shall be deemed merged herein.

13. **Modifications.** This Agreement shall not be modified, revised, or amended unless mutually agreed upon in writing by the parties.

14. **No Waiver.** The failure of either party to insist on a strict performance of any of the terms and conditions hereof shall not be deemed a waiver of the rights or remedies that party may have regarding that specific term or condition nor deemed a waiver of any prior or subsequent breach.

15. **Governing Law, Jurisdiction, & Venue.** The laws of the State of Wyoming shall govern the validity, interpretation, performance, and enforcement of this Agreement. A court of appropriate jurisdiction in Sheridan County, Wyoming shall have the sole and exclusive jurisdiction for the purposes of determining all claims arising under this agreement, and Owner and Tenant hereby consent to such jurisdiction and venue.

16. **Severability.** Any provision of this Agreement that is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement. Any such prohibition or unenforceability shall not invalidate or render unenforceable any other provisions of this Agreement.

17. **Notices.** All Notices required herein shall be delivered to the addresses stated at the beginning of this Agreement and be deemed delivered upon being placed in first class, prepaid mail. Notices to the City shall be directed to the Attention of the City Clerk.

[SIGNATURE PAGE TO FOLLOW]

CITY OF SHERIDAN, WYOMING:

Richard Bridger, Mayor

ATTEST:

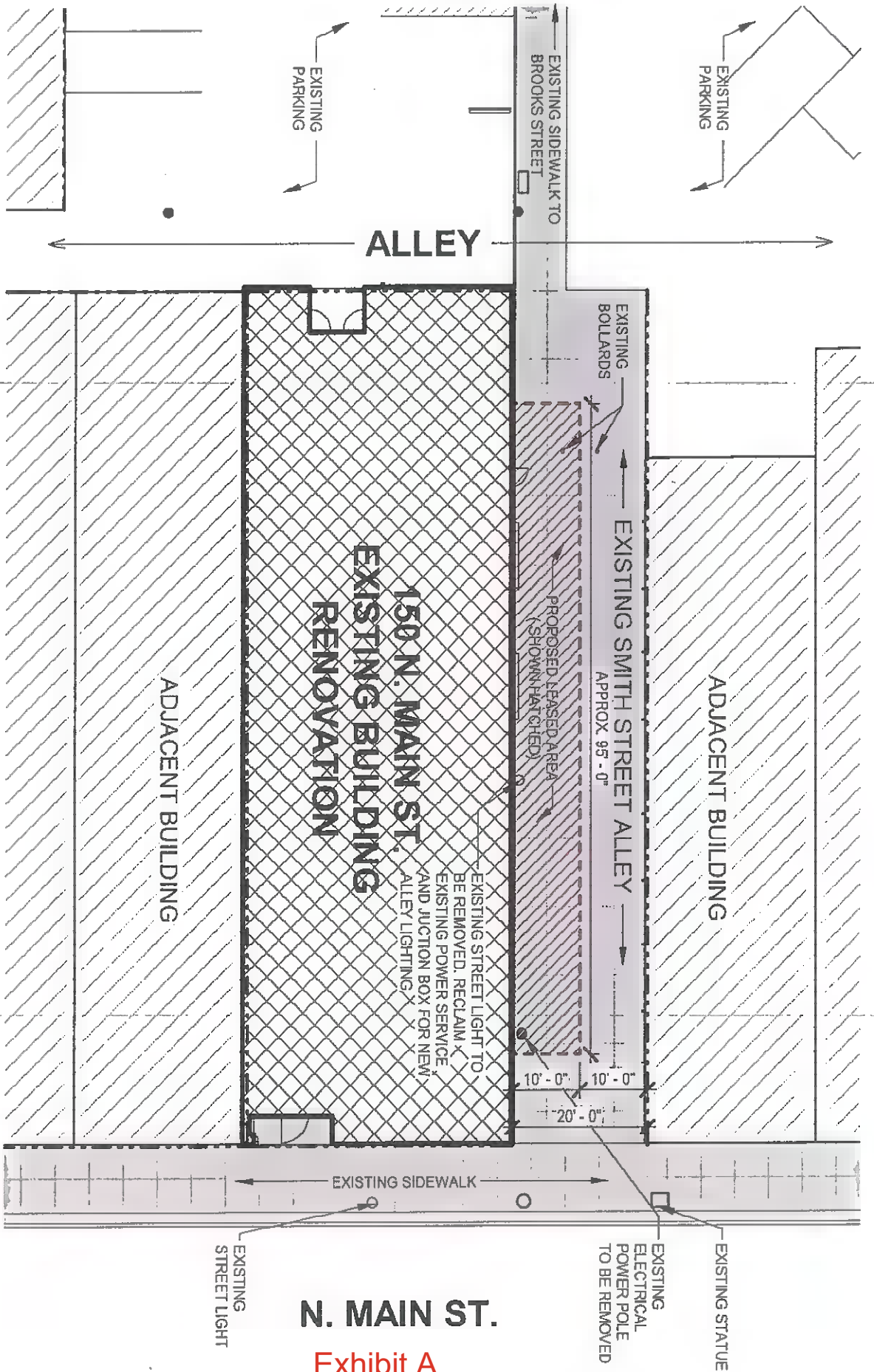
Ashlee Foster, City Clerk

LESSEE:

Chris Pope
Signature

Christopher Pope
Name

Member, Bee Tree Partners, LLC
Title



1 EXHIBIT A - SITE DIAGRAM
E.A.: 1" = 20'-0"

150 NORTH MAIN

SHERIDAN, WY

2018-05-14

111 N. Tracy Ave. Bozeman, Montana 59715 Ph: 406.582.8986 Fax: 406.582.8911 © 2018 INTRINSIK

INTRINSIK
ARCHITECTURE
INCORPORATED



CITY OF SHERIDAN, WYOMING

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

Public Works

MEMORANDUM

RE: Discussion of Bid Award to Highland Inc. for Blacktooth Park Phase VI Project in the Amount of \$222,478.00 - City Engineer Thomas Morneau

From: Thomas Morneau, City Engineer

To: City Council

CC:

Date: 09/12/2025

Recommendation:

Staff recommends that the Mayor and City Council award the Blacktooth Park Phase VI Project to Highland Inc., the lowest qualified bid, in the amount of \$222,478.00.

Staff requests that for the Blacktooth Park Phase VI Project, the Mayor and City Council authorize the Public Works Director, Hanns Mercer, to act on behalf of the Council and Mayor on all matters related to this project.

Background:

The Blacktooth Park Phase VI Project base bid includes the construction of an irrigation system encompassing approximately 5 acres of parkland, with pipes ranging in size from 1" to 3", and all other associated irrigation appurtenances. The bid also includes the hauling and spreading of topsoil and the seeding of affected areas.

This project was advertised in the Sheridan Press on September 17, 22, and 27, and bids were due on October 2. A pre-bid conference was held on September 24.

Bids Received:

- | | |
|--------------------------------|--------------|
| • Highland Inc. | \$222,478.00 |
| • Connely's Scenic Landscaping | \$376,675.00 |

Funding:

This project is funded by GPET and Public Benefit.



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-25-31, Ordinance 2299, Rezone 1 Acre from R-1 to B-1 at 1039 2nd Ave E. - City Planner Kelly Schroeder

From: Kelly Schroeder, Planning Director

To: City Council

CC:

Date: 09/16/2025

Attachments

Staff Report

Draft Ordinance

Petition

Rezone Exhibit

Aerial



CITY OF SHERIDAN, WYOMING

55 Grinnell Plaza, Sheridan Wyoming 82801

Planning & Zoning Department

MEMORANDUM

From: Kelly Schroeder, City Planner
To: City of Sheridan City Council
Date: October 13, 2025

Re: PL-25-31, Ordinance 2299 1039 2nd Ave Rezone Staff Report

Background

Q Construction, LLC, has submitted a rezone application for the following location:

Address: 1039 2nd Ave East, Sheridan, WY 82801
Legal: Tract 28, Brundage Place
PIN: 55840211100225

The applicant is requesting a rezone from R-1 Residence District to B-1 Business District to allow for multi-family residential use on the property.

Discussion

Location & Zoning

The subject property is currently 1 acre in size zoned R-1 Residence district. It is located on 2nd Avenue East in the area south of Brundage Lane between Coffeen Avenue and Interstate 90.

If approved, a rezone to B-1 would allow the following uses on the property (see Municipal Code, Appendix A, Section 7):

1. Any use permitted in the R-3 Residence District and the R-4 Residence District;
2. Any retail business;
3. Public garage or filling station;
4. Tourist court;
5. Offices, theater, bank, or restaurant;
6. Shoe shop, tailor shop, barbershop, or beauty parlor;
7. Business or commercial school or studio;
8. Bakery not employing more than five (5) persons in preparing and baking its products;
9. Laundry or dry-cleaning establishment employing not more than five (5) persons engaged in laundry or dry-cleaning work;
10. Accessory buildings and uses customarily incidental to any of the above uses.

11. Adult-oriented businesses that conform to the criteria of Appendix A, Section 10, Subsection 21.

Adjacent properties are zoned M-1 Industrial to the north, R-1 Residence to the east, B-2 Business to the south, and B-1 Business to the west. Nearby land uses include single-family residential, multi-family residential, auto sales, restaurants, and a hotel.

Future Land Use

The Future Land Use Map from 2017 indicates that this area is appropriate for residential use. The proposed rezone to B-1 Business district is intended to allow for multi-family development on the property, which is consistent with the future vision for this area.

Although not the intent of this rezone, it is worth noting that a rezone to B-1 would also allow commercial use on the property. While commercial uses are not contemplated for this particular property as part of the Future Land Use Map, it is adjacent to properties to the north and west that are designated as commercial areas. If this property ever were to include commercial uses in the future, it would be a reasonable location for commercial uses given its location.

Staff Review Comments

Staff comments during the internal review of this rezone application were related to a minor error on the rezone petition. At this time, all staff comments have been adequately addressed.

Public Notice

Staff sent notices to 22 surrounding property owners and published a legal ad in the Sheridan Press with information about the project and the public hearing schedule. A sign was also posted on the property. To date, staff have received no comments, questions, or concerns from the public.

Findings of Fact

Neither state statute nor municipal 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 Planning Commission and City Council should be aware of:

W.S. 15-1-601(d) states that 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, or 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 of 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, "[promote] the health, safety, morals and general welfare of the inhabitants of the City of Sheridan by lessening the 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, sewage, schools, parks, and other public requirements; and by other means in accordance with a comprehensive plan".

Planning Commission Public Hearing and Recommendation

Planning Commission will hold a public hearing on this matter on Monday, October 13th at 7:00pm. Staff will update this report prior to the regular City Council meeting on October 20th to include comments from the meeting as well as Planning Commission's recommendation.

Staff Recommendation

Staff recommends that the Governing Body approve PL-25-31, Ordinance 2299 1039 2nd Ave East Rezone from R-1 Residential to B-1 Business.

Anticipated Meeting Schedule

Monday, October 13, 2025, 5:30pm – City Council Study Session

Monday, October 13, 2025, 7:00pm – Planning Commission Public Hearing and Consideration

Monday, October 20, 2025, 5:30pm - City Council Public Hearing and 1st Reading

Monday, November 3, 2025, 5:30pm - City Council 2nd Reading

Monday, November 17, 2025, 5:30pm - City Council 3rd Reading

All meetings are held in the City Council Chambers on the 3rd Floor of City Hall. Located at 55 Grinnell Plaza, Sheridan, WY 82801.

**CITY OF SHERIDAN
ORDINANCE NO. 2299**

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 EXHIBIT, FROM R-1 RESIDENCE DISTRICT TO B-1 BUSINESS DISTRICT; FOR PROPERTY LOCATED AT 1039 2ND AVE EAST, SHERIDAN, WY.

WHEREAS, The owners of the following described lands have petitioned the City Council to rezone the same from R-1 Residence District to B-1 Business 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 R-1 Residence District to B-1 Business District:

Tract 28, Brundage Place, a Subdivision in Sheridan County, Wyoming
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

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:

TRACT 28, Brundage Place Addition

2. Q Construction LLC 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
B1.

Therefore, Petitioners pray said parcel(s) be rezoned B1, pursuant to and in accordance with the applicable Wyoming Statutes and City Ordinances after proper notice and public hearing.

Dated this 3RD day of September, 2025

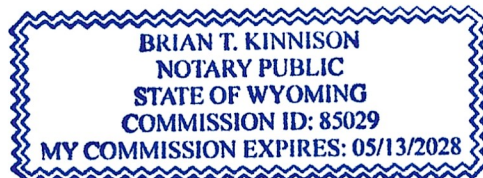
Signed by the Petitioners:

J. Amfano - Sole Member

Subscribed and Sworn before me this 3rd day of September, 2025

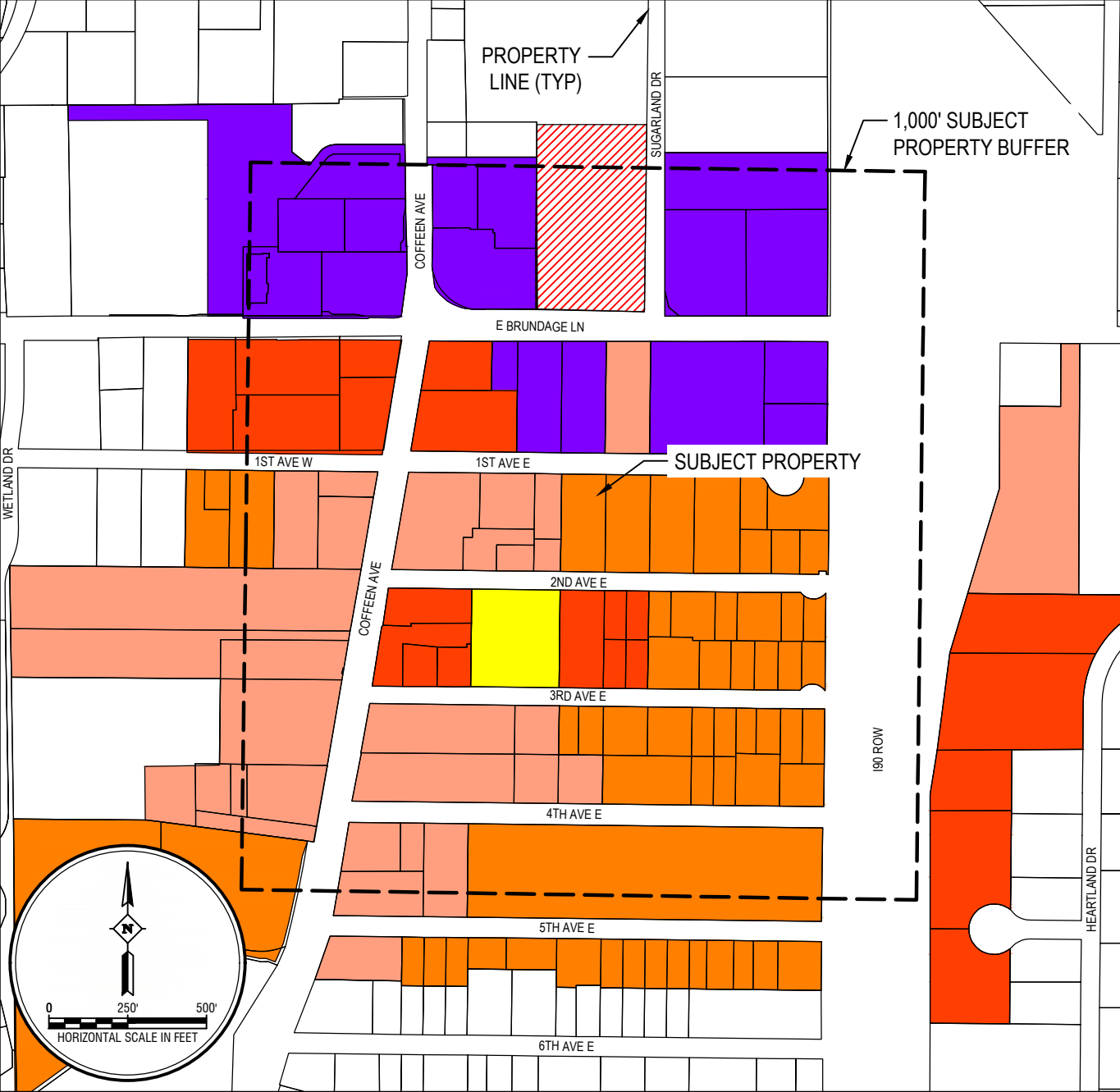
[Signature]

Notary Public



EXISTING ZONING WITHIN 1,000 FEET

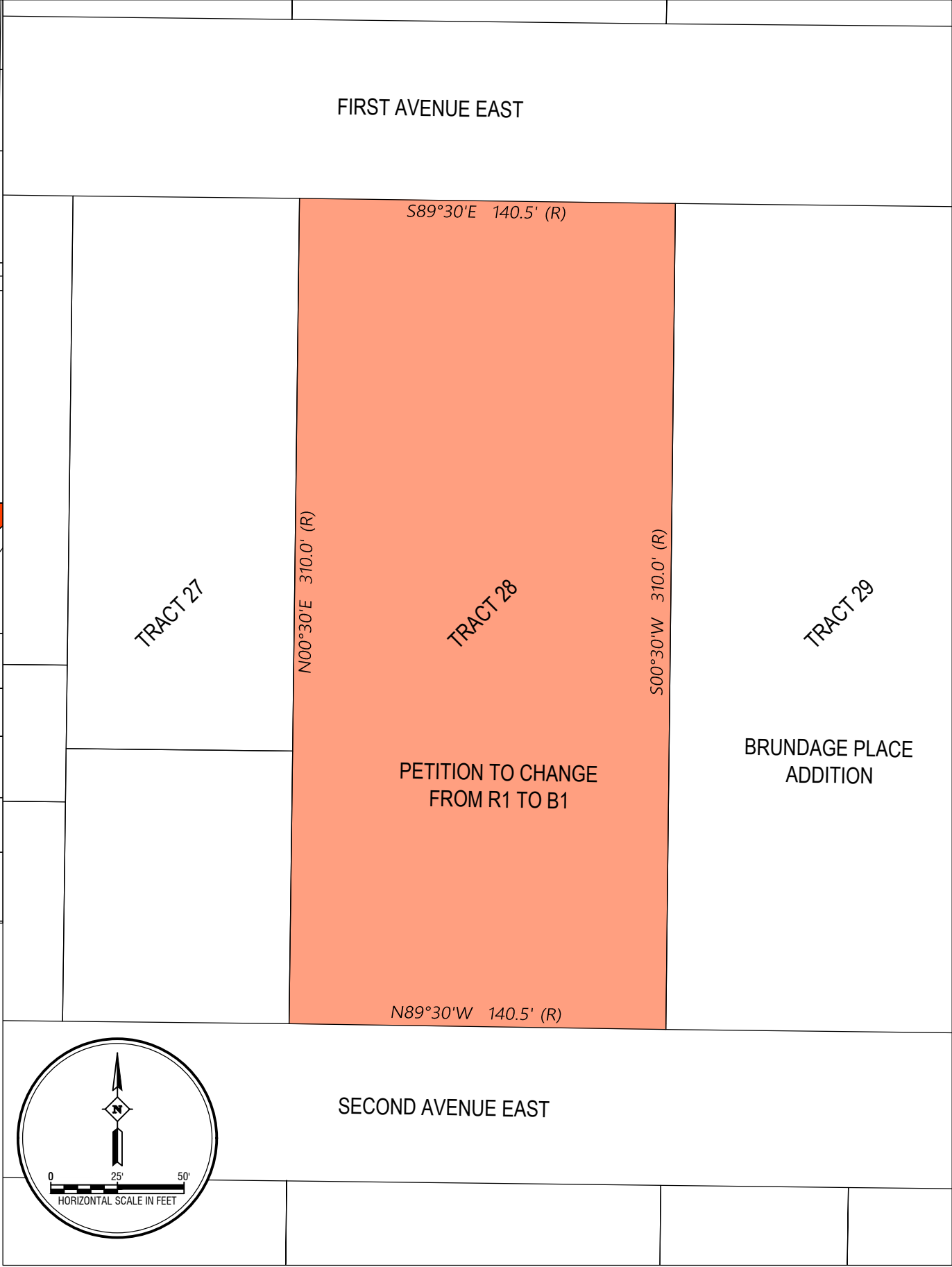
PROPOSED ZONING



ZONING DISTRICT LEGEND			
	B1		R1
	B2		R3
	M1		USE CONTROL AREA

LEGAL DESCRIPTION:
TRACT 28, BRUNDAGE
PLACE ADDITION

PETITIONERS:
Q CONSTRUCTION LLC
22 TIMM PLACE
SHERIDAN, WY 82801



REV	NO	DATE	BY	DESCRIPTION

Q PROPERTIES REZONE	
Q PROPERTIES	
SHERIDAN, WY	
REZONE EXHIBIT	
DRAWN BY: MDR	PROJECT NO: WR2504162
CHECKED BY: ZRM	DATE: 08/21/2025
SURVEYED BY: _____	
DESIGNED BY: _____	

Interstate Engineering
915 West Feltman Street, Suite 2
Buffalo, WY 82834
(307) 278-0284
www.interstateeng.com

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SECTION
P
SHEET NO.
1



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 Cowboy Café, Restaurant License #12, from Cowboy Café 2, LLC to KMR Enterprises, LLC - City Clerk, Ashlee Foster

From: Ashlee Foster, City Clerk

To: City Council

CC: City Administrator Stuart McRae

Date: 10/13/2025

Recommendation:

City staff recommend the approval of the Liquor License Transfer Application for Cowboy Cafe. All documents have been received, reviewed and approved by the State of Wyoming Liquor Division. The transfer application is complete and ready for Council consideration and approval.

DISCLAIMER: If the application for license transfer is approved, but the business purchase does not go through for any reason before December 31, 2025, the license will revert to the previous owner and expire at the end of the year. In that case, the current owner—whether the previous owner or otherwise—would need to apply for a new restaurant license for 2026 outside of the standard renewal process.

Background:

The Cowboy Café Restaurant Liquor License is seeking an Ownership Transfer for the business located at 138 N. Main ST. The transfer will take place from Cowboy Café 2, LLC to KMR Enterprises, LLC. Cowboy Café will still be required to participate in the annual liquor license renewal process, separate from this transfer process and Cowboy Café has already submitted that renewal application.

Discussion:

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

- Cowboy Café State Transfer Application
- Transfer Documentation [Assignment Request Letter, Letter of Good Standing, Lease(s)]
- City of Sheridan Operation & Business Plan

Funding:

There are no financial implications for Council to consider in relation to this transfer request.

Attachments

Cowboy Cafe State Transfer App

Cowboy Cafe Transfer Docs

Operating and Business Plan

**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 #

#12

Filing In Jurisdiction:☐ CITY or TOWN OF: Shendean, WY☐ COUNTY OF: ShendeanDate filed with clerk: 9 / 22 / 25

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

10 / 8 / 25 & 10 / 15 / 25**Fees** Annual License Fee: \$ _____

Prorated License Fee: \$ _____

Transfer Fee: \$ 100.00Public Hearing Date: 10 / 20 / 2025Publishing Fee: \$ 90.00Publishing Fee Direct Billed to Applicant: ☐Fire Insp. Fee
\$100.00License Term: 10 / 21 / 25 Through 12 / 31 / 25

\$290.00 Due

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):

KMP Enterprises LLC

Doing Business As (DBA) / Trade Name:

Cowboy Cafe

Building to be licensed / Building Address:

138 N. Main St.

(Address Number, and Suite or Unit Number, and Street or Road Name)

Sheridan WY 82801 Sheridan

City State Zip County

Local Mailing Address:

Box 645

(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:

(801) 381-0908

Fax Number:

Business E-Mail Address:

rkfranklin117@gmail.com

Business Primary Contact:

Kimberlee Franklin

First Name 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: Cowboy Cafe 2, 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

MONTHS OF OPERATION:

from _____ to _____ ☒ All Year (Jan-Dec)

(May 2025)

☐ NON-OPERATIONAL / PARKED

DAYS OF WEEK OF OPERATION from Mon-Tues; Th-Sun (closed Wed) to ☐ Every Day (Mon-Sun)
HOURS OF OPERATION from 7am to 21:00 ☐ 24 Hours a Day

ALL APPLICANTS MUST COMPLETE QUESTIONS 1-3

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

Does the Applicant own or lease the licensed building?

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

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: 11 / 1 / 2036 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) 3
(iii) Sales provision for alcoholic or malt beverages: located on page(s) 1 paragraph(s) 2

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 therewith.

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 therewith.

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: | \$ <u>42,000</u> | (<u>2.8</u>) % |
| (Line 2) Food Sales: | \$ <u>1,559,000</u> | (<u>97.2</u>) % |
| (Line 1 + Line 2 must = Line 3) | (Line 3) Gross Sales: | \$ <u>1,501,000</u> (<u>100</u>) % |

7. BAR AND GRILL LICENSE LIQUOR LICENSE-RENEWAL ONLY: W.S. 12-4-413(a) / W.S. 12-4-413(h),(i),(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?
N/A - LLC				YES ☐	YES ☐	YES ☐
				NO ☐	NO ☐	NO ☐
				YES ☐	YES ☐	YES ☐
				NO ☐	NO ☐	NO ☐
				YES ☐	YES ☐	YES ☐
				NO ☐	NO ☐	NO ☐
				YES ☐	YES ☐	YES ☐
				NO ☐	NO ☐	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

☒ YES☐ NO☐ NOT

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.)

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 Ownersh p 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?
Kim Franklin	10-11-70		801-381-0908	1	33.4	YES ☐ NO ☒	YES ☐ NO ☒
Maite Keene	5/18/62		801-918-0774	1	33.3	YES ☐ NO ☒	YES ☐ NO ☒
Ryan K. Franklin	11-28-71		307-751-2366	1	33.3	YES ☐ NO ☒	YES ☐ NO ☒
						YES ☐ NO ☐	YES ☐ NO ☒

REQUIRED ATTACHMENTS:

FILING FOR: NEW, OR ANY TYPE OF TRANSFER

- ☒ A statement indicating the financial condition and financial stability of the Applicant. W.S. 12-4-102(a)(vi)
- ☒ 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. 12-4-801(b)
- ☒ A copy of any lease agreement(s) 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. W.S. 12-4-201(m) / W.S. 12-4-301(a) / W.S. 12-4-403(b)
- ☒ 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)
- ☒ If filing for a Microbrewery Permit or Winery Permit: Attach a copy of the approved Federal TTB Permit
- ☒ 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(a) / W.S. 12-4-403(b)

OATH OR VERIFICATION W.S. 12-4-103(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.

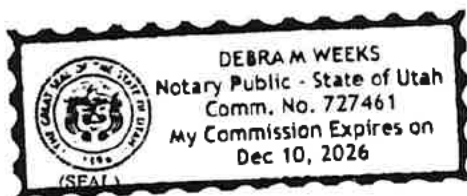
Under penalty of perjury, and the possible revocation or cancellation of the license, I swear the above stated facts, are true and accurate.

(May 2025) Utah
STATE OF WYOMING
COUNTY OF Salt Lake ,

), SS.

Signed and sworn to before me on this 8/28 day of August, 2025 that the facts alleged in the foregoing instrument are true by the following:

1) <u>[Signature]</u> (Signature)	<u>Kimberlee Franklin</u> (Printed Name)	<u>8/28/25</u> Title	<u>Member</u>
2) <u>[Signature]</u> (Signature)	<u>Maile Keone</u> (Printed Name)	<u>8/29/25</u> Title	<u>Member</u>
3) <u>[Signature]</u> (Signature)	<u>Ryan K. Franklin</u> (Printed Name)	<u>9-3-25</u> Title	<u>Member</u>
4) _____ (Signature)	_____ (Printed Name)	_____ Title	
5) _____ (Signature)	_____ (Printed Name)	_____ Title	



Witness my hand and official seal:

Debra M Weeks
Signature of Notary Public

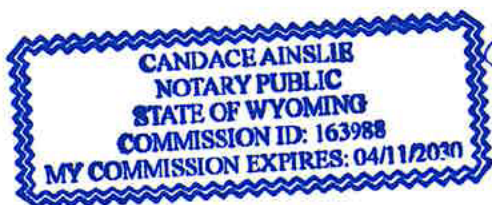
My commission expires: Dec 10, 2026

Signed and sworn before me this 3rd day of
September, 2025
State of Wyoming
County of Sheridan SS.

[Signature]
Signature

Ryan Franklin
name

Member
title



[Signature]
name

4/11/30
expiration

September 5, 2025

City of Sheridan
Attn: City Clerk
Via Hand delivery

*RE: Request for Assignment of the Restaurant Liquor
License – Cowboy Café 2*

Dear Sheridan City Council,

We, Robert & Severine Murdoch, members of Cowboy Café 2, LLC, authorize the transfer of the Restaurant Liquor License from Cowboy Café 2, LLC to KMR Enterprises, LLC, a Wyoming Limited Liability Company (the shareholders of which are Kimberlee Franklin, Maile Keone and Ryan K Franklin) as part of our sale of the business and building currently associated with Cowboy Café 2, LLC.

Please allow Kimberlee Franklin to place liquor orders under Cowboy Café 2, LLC beginning on November 1, 2025, until the license is transferred to KMR Enterprises, LLC.



Robert Murdoch
Cowboy Café 2, LLC
LLC



Severine Murdoch
Cowboy Café 2,
LLC



Kimberlee Franklin
KMR Enterprises, LLC
LLC



Maile Keone
KMR Enterprises,



Ryan K Franklin
KMR Enterprises, LLC



September 19, 2025

City of Sheridan
55 Grinnell Plaza
Sheridan, WY 82801

RE: KMR Enterprises Letter of Good Standing

To whom it may concern,

Please be informed that KMR Enterprises has a bank account relationship with Little Horn State Bank. The account has been handled as agreed with no return items.

Should you have additional questions or concerns, don't hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read 'Patrick Schilling'.

Patrick Schilling
Senior Vice President
Little Horn State Bank
307-210-7754

COMMERCIAL LEASE AGREEMENT

THIS COMMERCIAL LEASE AGREEMENT (the "Agreement"), made and entered into on this 30 day of September, 2024 by and between Robert and Severine Murdoch ("Lessor") and Cowboy Café 2, LLC. ("Lessee") collectively referred to as "the parties".

The parties agree as follows:

Premises

In consideration of the rents to be paid hereunder and the covenants and obligations to be observed by the Lessee, Lessor does hereby lease to the Lessee and the Lessee does hereby lease and take from the Lessor the following property located at:

138 N Main, Sheridan, WY, 82801 (Premises" together with all improvements located thereon (the "Premises") along with all fixtures, appliances, and kitchen equipment. The premises will be used for only the following use: **Operation of a restaurant and the right to sale alcohol on the premises**

Term

The term of this Lease shall commence on the 1st day of October 2024 and shall continue for an initial term of 5 years.

Rent

For and during the initial term of the Lease, Lessee shall pay to Lessor annual rent of \$72,000.00 per year. The annual rent shall be payable in advance in equal monthly installments of \$ 6,000.00 per month. The monthly payment shall be due and payable on the 10 day of each calendar month

Utilities

Unless otherwise expressly agreed in writing by Lessor, Lessee shall pay all utility charges relating to the Leased Premises during the term of this Lease.

Signs

Upon obtaining Lessor's consent, Lessee shall have the right to place any signs which are permitted by applicable zoning ordinances and private restrictions on the Premises, at locations selected by Lessee. Lessor may refuse such consent if it is in Lessor's opinion too large, deceptive, unattractive or otherwise inconsistent with or inappropriate to the Premises. Lessee shall repair all damage to the Leased Premises resulting from the removal of signs installed by Lessee.

Alterations & Improvements

Lessee may, at its sole expense, redecorate the Premises and make such non-structural alterations and changes as Lessee shall deem expedient or necessary, provided, however, such alterations and changes shall neither impair the structural soundness nor diminish the value of the Premises. The Lessee may make structural alterations and additions to the Premises provided Lessee first obtains the consent of the Lessor in writing. The Lessor agrees that it shall not withhold such consent unreasonably.

Lessor covenants and warrants that upon performance by Lessee of its obligations hereunder, Lessor will keep and maintain Lessee in exclusive, quiet, peaceable and undisturbed and uninterrupted possession of

the Leased Premises during the term of this Lease.

Entry

Lessor shall have the right to enter upon the Premises at reasonable hours to inspect the same, provided Lessor shall not thereby unreasonably interfere with Lessee's business on the Premises.

Repairs

Lessee shall at its own expenses make all necessary repairs to the Premises. Such repairs shall include routine repairs of floors, walls, ceilings, and other parts of the Premises damaged or worn through normal occupancy, except for major mechanical systems or the roof, subject to the obligations of the parties otherwise set forth in this Lease.

Termination

Either party may terminate this Agreement without cause by giving thirty (30) days written notice to the other party. Upon the expiration or earlier termination of this Agreement, Lessee shall return the Premises to Lessor in good repair, condition and working order, ordinary wear and tear resulting from proper use thereof alone excepted.

Damage and Destruction

In the event if the Premises or any part thereof is damaged by fire, casualty or structural defects that the same cannot be used for Lessee's purposes, then Lessee shall have the right within ninety (90) days following damage to elect by notice to Lessor to terminate this Lease. In the event if such damage does not render the Leased Premises unusable for Lessee's purposes, Lessor shall promptly repair such damage at the cost of the Lessor. Lessee shall be relieved from paying rent and other charges during any portion of the Lease term that the Leased Premises are inoperable or unfit for occupancy, or use, in whole or in part, for Lessee's purposes.

Indemnity

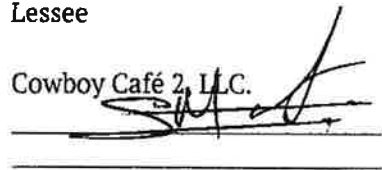
Lessee shall indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including reasonable attorney's fees and costs, arising out of, connected with, or resulting from Lessee's use of the Premises, including without limitation the manufacture, selection, delivery, possession, use, operation, or return of the Premises.

Assignment and Subletting

Lessee shall not sublet the premises or assign this Agreement without the prior written consent of the Lessor. Any such attempt to sublet or assignment by Lessee shall be a breach of this Agreement and cause for immediate termination.

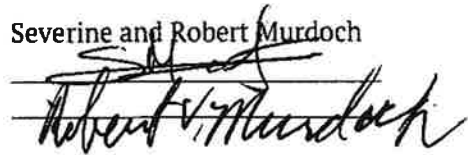
Lessee

Cowboy Café 2, LLC.



Lessor

Severine and Robert Murdoch



Entire Agreement

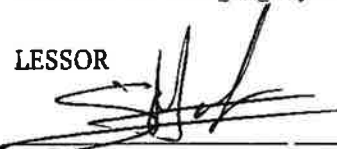
This Agreement constitutes the entire agreement between the parties, and supersedes any earlier statement or understanding. No changes or additions to the terms of the Agreement shall be valid unless in writing and signed by both parties.

Governing Law

This Agreement will be governed by the laws of the State of Wyoming

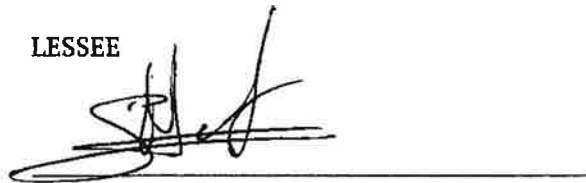
AGREED TO this 30 day of September 2024 by:

LESSOR



Severine and Robert Murdoch

LESSEE



Cowboy Café 2, LLC

COMMERCIAL LEASE AGREEMENT

THIS COMMERCIAL LEASE AGREEMENT (the "Agreement") was made and entered into on this 10 day of September 2025 by and between RK-WY Holdings, LLC ("Lessor") and KMR Enterprises, LLC. ("Lessee") collectively referred to as "the parties.

The parties agree as follows:

Premises

In consideration of the rents to be paid hereunder and the covenants and obligations to be observed by the Lessor does hereby lease to the Lessee, and the Lessee does hereby lease and takes from the Lessor the following property located at:

138 N Main, Sheridan, WY, 82801, totaling 3,595 square feet. (Premises" together with all improvements located thereon (the "Premises") along with all fixtures, appliances, and kitchen equipment. The premises will be used for only the following use: **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.**

Terms

The term of this Lease shall commence on the 1st day of November 2025 and shall continue for an initial term of 10 years. This will be an NNN lease. Lessee to pay all taxes, insurance and maintenance of the entire property. No Lessor responsibilities.

Rent

For and during the initial term of the Lease, Lessee shall pay to Lessor annual rent of \$96,000.00 per year. The annual rent shall be payable in advance in equal monthly installments of \$ 8,000.00 per month. The monthly payment shall be due and payable by the 10 day of each calendar month. Rent shall automatically increase by 5% per annum starting on the anniversary date of 1 November of year 2 and each year thereafter.

Utilities

Unless otherwise expressly agreed in writing by Lessor, Lessee shall pay all utility charges relating to the entirety of Leased property during the term of this Lease.

Signs

Upon obtaining Lessor's consent, Lessee shall have the right to place any signs which are permitted by applicable zoning ordinances and private restrictions on the Premises, at locations selected by Lessee. Lessor may refuse such consent if it is in Lessor's opinion too large, deceptive, unattractive or otherwise inconsistent with or inappropriate to the Premises. Lessee shall repair all damage to the Leased Premises resulting from the removal of signs installed by Lessee.

Alterations & Improvements

Lessee may, at its sole expense, redecorate the Premises and make such non-structural alterations and changes as Lessee shall deem expedient or necessary, provided, however, such alterations and changes shall neither impair the structural soundness nor diminish the value of the Premises. The Lessee may make structural alterations and additions to the Premises provided Lessee first obtains the consent of the Lessor in writing. The Lessor agrees that it shall not withhold such consent unreasonably.

Lessor covenants and warrants that upon performance by Lessee of its obligations hereunder, Lessor will keep and maintain Lessee in exclusive, quiet, peaceable and undisturbed and uninterrupted possession of the Leased Premises during the term of this Lease.

Entry

Lessor shall have the right to enter upon the Premises at reasonable hours to inspect the same, provided Lessor shall not thereby unreasonably interfere with Lessee's business on the Premises.

Repairs

Lessee shall at its own expense make all necessary repairs to the Premises. Such repairs shall include routine repairs of floors, walls, ceilings, and other parts of the Premises damaged or worn through normal occupancy, except for major mechanical systems or the roof, subject to the obligations of the parties otherwise set forth in this Lease.

Termination

Either party may terminate this Agreement without cause by giving thirty (30) days written notice to the other party. Upon the expiration or earlier termination of this Agreement, Lessee shall return the Premises to Lessor in good repair, condition and working order, ordinary wear and tear resulting from proper use thereof alone excepted.

Damage and Destruction

In the event if the Premises or any part thereof is damaged by fire, casualty or structural defects that the same cannot be used for Lessee's purposes, then Lessee shall have the right within ninety (90) days following damage to elect by notice to Lessor to terminate this Lease. In the event if such damage does not render Leased Premises unusable for Lessee's purposes, Lessor shall promptly repair such damage at the cost of the Lessor. Lessee shall be relieved from paying rent and other charges during any portion of the Lease term that the Leased Premises are inoperable or unfit for occupancy, or use, in whole or in part, for Lessee's purposes.

Indemnity

Lessee shall indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including reasonable attorney's fees and costs, arising out of, connected with, or resulting from Lessee's use of the Premises, including without limitation the manufacture, selection, delivery, possession, use, operation, or return of the Premises.

Assignment and Subletting

Lessee shall not sublet the premises or assign this Agreement without the prior written consent of the Lessor. Any such attempt to sublet or assignment by Lessee shall be a breach of this Agreement and cause for immediate termination.

Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes any earlier statement or understanding. No changes or additions to the terms of the Agreement shall be valid unless in writing and signed by both parties.

Governing Law

This Agreement will be governed by the laws of the State of Wyoming.

AGREED TO this 10 day of September 2025 by:

Lessee:

KMR Enterprises, LLC

Kimberlee Franklin, Member

Kimberlee Franklin

09/09/2025, 10:52:44 AM MDT

Lessor:

RK-WY Holdings, LLC

Ryan K Franklin, Member

Ryan Franklin

09/09/2025, 10:47:31 AM MDT



Retail Food Inspection Report

Wyoming Department of Agriculture
Consumer Health Services
2219 Carey AVE
Cheyenne, WY 82002

Date: 9/17/2025
Time In: 12:00 PM
Time Out: 1:00 PM

Establishment: 14409 COWBOY CAFE (Food Service)	Address: 138 N Main ST	City/State: Sheridan, WY	Zip: 82801	Telephone: 3076722391
License/Permit#: 24971 - Retail Food License	Permit Holder: KMR ENTERPRISES, LLC	Inspection Reason: Consultation	Est. Type: Food Service	Risk Category: Medium

(*) = Corrected on site during inspection (COS) R = Repeat violation

Foodborne Illness Risk Factors

Supervision	
1 Person in charge present, demonstrates knowledge, and performs duties (I/O)	N/O
Employee Health	
2 Management, food employee and conditional employee knowledge, responsibilities and reporting (I/O)	N/O
3 Proper use of exclusions and restrictions (I/O)	N/O
Good Hygienic Practices	
4 Proper eating, tasting, drinking, or tobacco use	N/O
5 No discharge from eyes, nose, and mouth	N/O
Control of Hands as a Vehicle of Contamination	
6 Hands clean and properly washed	N/O
7 Minimize bare hand contact with ready to eat foods	N/O
8 Hand washing sinks properly supplied and accessible (I/O)	N/O
Approved Source	
9 Foods obtained from an approved source (I/O)	N/O
10 Foods received at proper temperatures	N/O
11 Food in good condition, safe, and unadulterated (I/O)	N/O
12 Required records available; shellstock tags, parasite destruction	N/O
Protection from Contamination	
13 Food separated and protected (Cross Contamination and Environmental) (I/O)	N/O
14 Food contact surfaces: cleaned and sanitized	N/O
15 Proper disposition of returned, previously served, reconditioned, and unsafe food (I/O)	N/O
Potentially Hazardous Food Time/Temperature Control for Safety	
16 Proper cooking time and temperatures	N/O
17 Proper reheating procedures for hot holding	N/O
18 Proper cooling time and temperatures	N/O
19 Proper hot holding temperatures	N/O
20 Proper cold holding temperatures	N/O
21 Proper date marking and disposition	N/O
22 Time as a public health control: procedures and records	N/O
Consumer Advisory	
23 Consumer advisory provided for raw or undercooked foods	N/O
Highly Susceptible Populations	
24 Pasteurized foods used; prohibited foods not offered	N/O
Food/Color Additives and Toxic Substances	
25 Food additives: approved, properly stored, and used	N/O
26 Toxic substances properly identified, stored and used (I/O)	N/O
Conformance with Approved Procedures	
27 Compliance with variance, specialized process, reduced oxygen packaging criteria, and HACCP plan	N/O

Good Retail Practices

Safe Food and Water

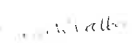
28 Pasteurized eggs used where required	N/O
29 Water and ice from approved source	N/O
30 Variance obtained for specialized processing methods	N/O
Food Temperature Control	
31 Proper cooling methods used; adequate equipment for temperature control	N/O
32 Plant food properly cooked for hot holding	N/O
33 Approved thawing methods	N/O
34 Thermometers provided and accurate	N/O
Food Identification	
35 Food properly labeled; original container	N/O
Prevention of Food Contamination	
36 Insects, rodents, and animals not present/outer openings protected	N/O
37 Contamination prevented during food preparation, storage and display	N/O
38 Personal cleanliness	N/O
39 Wiping cloths: properly used and stored	N/O
40 Washing fruits and vegetables	N/O
Proper Use of Utensils	
41 In use utensils: properly stored	N/O
42 Utensils, equipment, and linens: properly stored dried and handled	N/O
43 Single-use/single service articles: properly stored and used	N/O
44 Slash-resistant and cloth glove use	N/O
Utensils, Equipment, and Vending	
45 Food and non-food contact surfaces are cleanable, properly designed, constructed, and used	N/O
46 Warewashing facilities: installed, maintained, and used; test strips	N/O
47 Non-food contact surfaces clean	N/O
Physical Facilities	
48 Hot and Cold water available; adequate pressure	N/O
49 Plumbing installed; proper backflow devices	N/O
50 Sewage and waste water properly disposed	N/O
51 Toilet facilities; properly constructed, supplied, and cleaned	N/O
52 Garbage and refuse properly disposed; facilities maintained	N/O
53 Physical facilities installed, maintained, and clean	N/O
54 Adequate ventilation and lighting; designated areas used	N/O
55 License to operate	N/O
56 Expired: Baby Food, Medicine	N/O
Meat Compliance	
57 Meat and poultry compliance	N/O
USDA Records	
58 USDA required grind records	N/O

Observations and Corrective Actions

Violations cited in this report must be corrected within the inspector's specified timeframes

Priority Level	Item Number	Violation of Code	Code Description	Inspection ID	Inspection Date	Comment	Correct By Date
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Non Violation Comments		
Item Number	Code Number	Comment
Inspection Published Comment: This is a consultation for a change in ownership. Ryan Franklin was present along with the current owner. The following items shall be repaired; 1. Hood for the dish machine shall be cleaned. 2. Cracked wall behind the hood in the kitchen. 2. holes in the wall behind the prep tables and sinks. 3. Coving shall be installed in the kitchen where missing. 4. Cracks in the wall in the hall. 5. Cleaning all vents through out the kitchen. Recommended ServSafe course for the new owners. Once all items have been corrected a pre opening inspection shall be completed. License was issued today so they can move forward with getting the liquor license transferred. New owners will not operate until a pre opening inspection has been conducted.		

Visit Date	Person In Charge	Person In Charge Signature	Sig. Date	Sanitarian	Sanitarian Signature	Sig. Date	Time In	Time Out
9/17/2025	Ryan Franklin		9/17/2025	Tenikah Dolbow		9/17/2025	12:00 PM	1:00 PM

APPLICATION FOR FOOD LICENSE

FOOD LICENSE: \$200.00 Initial Fee; \$100.00 Annual Renewal Fee.

(Licenses shall expire one year after date of issuance)

Cheyenne Office Use Only		
LICENSE ACCOUNT NUMBER _____	ACTIVATION DATE _____	CHECK NO/CASH _____
LICENSE APPLICATION INFORMATION (to be completed by applicant)		
Type of Application: ☐ New ☐ Change of Location ☒ Change of Owner		If change of owner or location, previous establishment name/location: <u>Cowboy Cafe 2</u> <u>138 W. Main St Sheridan, WY 82801</u>
- Establishment Information -		
Trade/Business Name (dba): <u>Cowboy Cafe</u>		Applicant Name: <u>Pam Franklin</u>
Physical Address: <u>138 W. Main St</u>		Will a Liquor License Be Applied For? ☒ Yes ☐ No
City: <u>Sheridan</u>	State: <u>WY</u>	Zip: <u>82801</u>
Mailing Address: <u>Box 145</u>		
City: <u>Sheridan</u>	State: <u>WY</u>	Zip: <u>82801</u>
Business Phone Number: _____		Person in Charge on Site Phone: <u>Pam Franklin</u>
Email: <u>cowboycafe2@gmail.com</u>		Fax: _____
- Owner Information -		
Name of Owner: <u>KMR Enterprises, LLC</u>		Form of Organization:
Name of Company (if applicable): _____		☐ Individual ☐ Co-Op ☐ Corporation
Parent Company (if applicable): _____		☐ Partnership ☐ LLC ☐ Non-Profit
Address: <u>138 W. Main St</u>		☐ Other Entity _____
City: <u>Sheridan</u>	State: <u>WY</u>	Zip: <u>82801</u>
Owner Phone Number: <u>307-251-3461</u>		
INDICATE WHERE TO MAIL RENEWAL FORMS <u>1</u> (1=ESTABLISHMENT; 2=OWNER)		
Type of Establishment (please check applicable box) ☒ Food Service ☐ Grocery ☐ Convenience ☐ Meat Plant ☐ Distributor ☐ Warehouse ☐ Dietary Supplement Processor ☐ Institution ☐ Guest Ranch ☐ Dairy ☐ Bulk Water ☐ Bar ☐ Mobile ☐ Mobile/Commissary Dependent ☐ Retail Processor ☐ Retail Pre-Packaged ☐ Retail Pre-Packaged License Only ☐ School ☐ Hotel ☐ Bed and Breakfast ☐ Seasonal Facility ☐ Manufactured Food Processor; Type of Food: _____		
I ATTEST TO THE ACCURACY AND INFORMATION PROVIDED IN THIS APPLICATION. I AGREE TO COMPLY WITH ALL APPLICABLE WYOMING LAWS AND REGULATIONS AND I UNDERSTAND THAT EACH SECTION OF THE LAWS AND REGULATIONS IS SEPARATELY AND COLLECTIVELY ENFORCEABLE. I AGREE TO ALLOW THE REGULATORY AUTHORITY ACCESS TO MY ESTABLISHMENT. <u>LATE RENEWAL PAYMENTS WILL RESULT IN DEACTIVATION.</u>		
SIGNATURE OF APPLICANT <u>[Signature]</u>		DATE <u>7/2/05</u>
APPROVING OFFICIAL <u>Tenesh Delbow</u>		COUNTY <u>Sheridan</u>
Make Checks Payable to: WYOMING DEPARTMENT OF AGRICULTURE CONSUMER HEALTH SERVICES SECTION 2219 CAREY AVE. CHEYENNE, WY 82002 (307) 777-7211 State Relay Service at 7-1-1 or 1 800 877-9965		Instructions: A plan review must be submitted before this application can be considered, unless this is a change of ownership. Submit this application to your inspector of the WY Department of Agriculture or local County Health Dept. Complete all sections. If a section is not applicable enter "N/A". If additional space is needed for any item, attach additional sheet. <i>This application shall serve as receipt of payment.</i> EQUAL OPPORTUNITY IN EMPLOYMENT AND SERVICES

APPLICATION FOR FOOD LICENSE

FOOD LICENSE: \$200.00 Initial Fee; \$100.00 Annual Renewal Fee.

(Licenses shall expire one year after date of issuance)

Cheyenne Office Use Only		
LICENSE ACCOUNT NUMBER _____	ACTIVATION DATE _____	CHECK NO/CASH _____
LICENSE APPLICATION INFORMATION (to be completed by applicant)		
Type of Application: ☐ New ☐ Change of Location ☒ Change of Owner		If change of owner or location, previous establishment name/location: <u>Cowboy Cafe 2</u> <u>138 W. Main St Sheridan, WY 82801</u>
- Establishment Information -		
Trade/Business Name (dba): <u>Cowboy Cafe</u>		Applicant Name: <u>Frank</u>
Physical Address: <u>138 W. Main St</u>		Will a Liquor License Be Applied For?
City: <u>Sheridan</u>	State: <u>WY</u>	Zip: <u>82801</u>
Mailing Address: <u>Box 645</u>		☒ Yes ☐ No
City: <u>Sheridan</u>	State: <u>WY</u>	Zip: <u>82801</u>
Business Phone Number: _____		Person in Charge on Site Phone: _____
Email: <u>frank@cowboycafe.com</u>		Fax: _____
- Owner Information -		
Name of Owner : <u>KMTA Food Processing LLC</u>		Form of Organization:
Name of Company (if applicable): _____		☐ Individual ☐ Co-Op ☐ Corporation
Parent Company (if applicable) : _____		☐ Partnership ☐ LLC ☐ Non-Profit
Address: <u>138 W. Main St</u>		☐ Other Entity _____
City: <u>Sheridan</u>	State: <u>WY</u>	Zip: <u>82801</u>
Owner Phone Number: <u>307-821-2466</u>		
INDICATE WHERE TO MAIL RENEWAL FORMS <u>1</u> (1=ESTABLISHMENT; 2=OWNER)		
Type of Establishment (please check applicable box) ☒ Food Service ☐ Grocery ☐ Convenience ☐ Meat Plant ☐ Distributor ☐ Warehouse ☐ Dietary Supplement Processor ☐ Institution ☐ Guest Ranch ☐ Dairy ☐ Bulk Water ☐ Bar ☐ Mobile ☐ Mobile/Commissary Dependent ☐ Retail Processor ☐ Retail Pre-Packaged ☐ Retail Pre-Packaged License Only ☐ School ☐ Hotel ☐ Bed and Breakfast ☐ Seasonal Facility ☐ Manufactured Food Processor; Type of Food: _____		
I ATTEST TO THE ACCURACY AND INFORMATION PROVIDED IN THIS APPLICATION. I AGREE TO COMPLY WITH ALL APPLICABLE WYOMING LAWS AND REGULATIONS AND I UNDERSTAND THAT EACH SECTION OF THE LAWS AND REGULATIONS IS SEPARATELY AND COLLECTIVELY ENFORCEABLE. I AGREE TO ALLOW THE REGULATORY AUTHORITY ACCESS TO MY ESTABLISHMENT. <u>LATE RENEWAL PAYMENTS WILL RESULT IN DEACTIVATION.</u>		
SIGNATURE OF APPLICANT <u>[Signature]</u>	DATE <u>1/7/19</u>	APPROVING OFFICIAL <u>Tenish Dolbow</u>
		COUNTY <u>Sheridan</u>
Make Checks Payable to: WYOMING DEPARTMENT OF AGRICULTURE CONSUMER HEALTH SERVICES SECTION 2219 CAREY AVE. CHEYENNE, WY 82002 (307) 777-7211 State Relay Service at 7-1-1 or 1 800 877-9965		Instructions: A plan review must be submitted before this application can be considered, unless this is a change of ownership. Submit this application to your inspector of the WY Department of Agriculture or local County Health Dept. Complete all sections. If a section is not applicable enter "N/A". If additional space is needed for any item, attach additional sheet. <i>This application shall serve as receipt of payment.</i> EQUAL OPPORTUNITY IN EMPLOYMENT AND SERVICES



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:	KMR Enterprises, LLC
Common Name (doing business as):	Cowboy Cafe, Sheridan
Street Address:	138 N Main Street
Phone #:	(307) 672-2391

Planned Operations:

Year Round	☒	Year Round (Jan-Dec)	Hours of Operation	
Seasonal (select applicable months)	☐	Jan	Monday:	7:00-21:00
	☐	Feb	Tuesday:	7:00-21:00
	☐	Mar	Wednesday:	Closed
	☐	April	Thursday:	7:00-21:00
	☐	May	Friday:	7:00-21:00
	☐	June	Saturday:	7:00-21:00
	☐	July	Sunday:	7:00-21:00
	☐	Aug		
	☐	Sept		
	☐	Oct		
	☐	Nov		
	☐	Dec		

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:

See attached



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	☐	☐	☐

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:

See attached

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

If yes, name of catering company? _____



City of Sheridan - Liquor License Operation Plan

Security/Crowd Control/Capacity Limits

The official occupancy limit for our business is: 74

In order to comply with our occupancy limits we shall:

See attached

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:

See attached

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:

See attached



City of Sheridan - Liquor License Operation Plan

Building/Establishment Details:

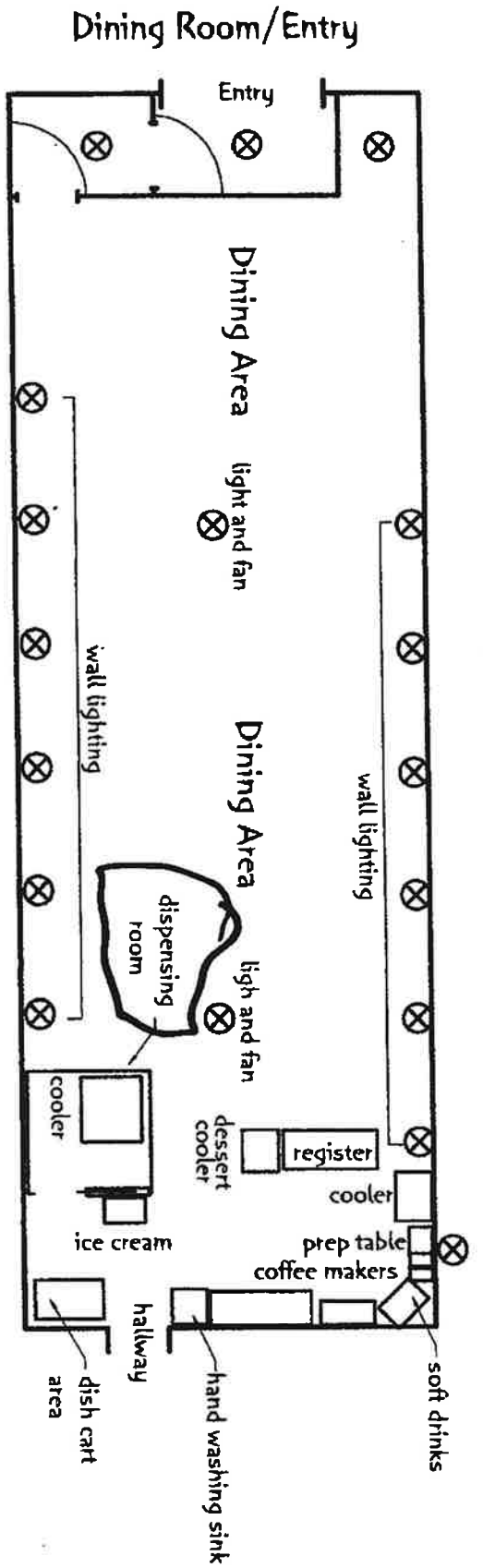
What is the current zoning for your establishment: B2

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:

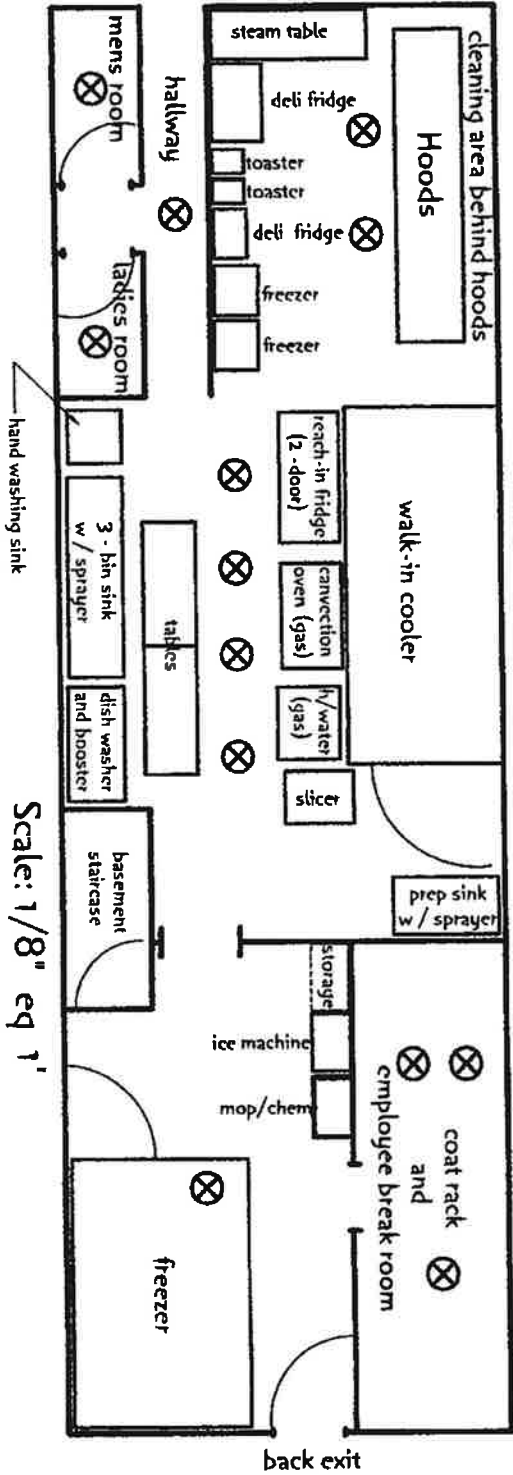
- Where alcohol is being dispensed/served (i.e. bar, tables, etc.)
- Where alcohol inventory is being stored
- All entrances/exits for your building

See attached

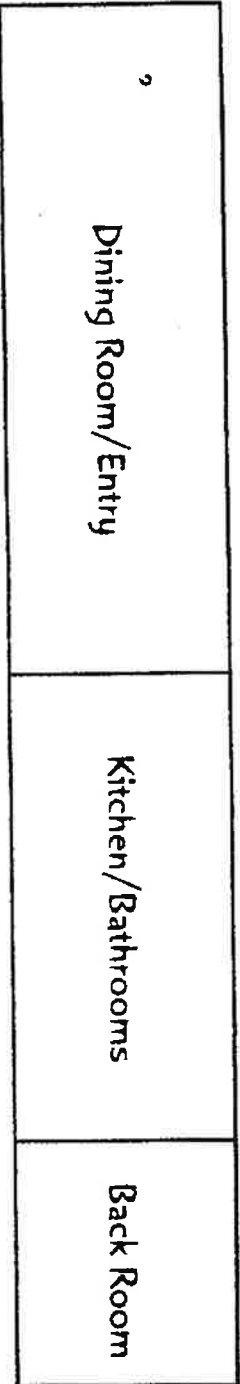
Floor Plan - Restaurant



Kitchen/Bathrooms



Back Room



Scale: 1/8" eq 1'

Ref: No Scale

Drawn By: GM East 2014-06-22

Cowboy Cafe
138 N. Main St.
Sheridan, WY 82801



City of Sheridan - Liquor License Operation Plan

Final Acknowledgment

Name as it appears on license:	KMR Enterprises, LLC
License Renewal Year:	2025-2026

- 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.



Signature of License Holder

August 24, 2025

Date Signed

Kimberlee Franklin

Printed Name of License Holder

Cowboy Cafe Business Plan

Use of License

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:

Our establishment operates as a full-service restaurant featuring a comprehensive menu of traditional American cuisine, functioning as a diner or café with entrees ranging from \$16.00-\$25.00. We maintain full kitchen operations from 7:00-21:00 daily (closed Wednesday), serving breakfast, lunch and dinner. Our dining area accommodates 74-guests (including outdoor patio seating). We project food sales to represent approximately 95% of gross revenue, ensuring compliance with the 60% non-alcohol sales requirement.

Security/Crowd Control/Capacity Limits

The official occupancy of our business is 74. In order to comply with our occupancy limits we shall:

- Maintain accurate occupancy counting systems at all entry and exit points.
- Train all staff members to always monitor and enforce occupancy limits.
- Post clear occupancy limit signage at main entrances visible to patrons and staff.
- Designate a manager or senior staff member responsible for occupancy monitoring during each shift.
- Maintain a host/hostess during operating hours.
- Conduct regular fire safety inspections to ensure compliance with occupancy-related safety requirements.

In order to comply with our occupancy limits we shall:

Rules of the establishment shall be enforced by:

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

- Require TIPS/Approved Certified Training for all staff members who serve or handle alcoholic beverages
- Reporting altercations or potential altercations to the Sheridan Police Department immediately upon occurrence
- Follow all guidelines established by Ch. 4 of Sheridan Municipal Code regarding liquor license operations and compliance
- Maintain adequate lighting around the premises
- Install and monitor security cameras in key areas
- Refuse service to visibly intoxicated patrons
- Check identification for all patrons appearing under age 40
- Coordinate with local law enforcement for any special events or concerns
- Ensure all exits remain unobstructed and clearly marked

Rules of the establishment shall be enforced by:

- Management staff present during all operating hours
- TIPS-certified bartenders and servers trained in conflict de-escalation
- Posted establishment rules visible to all patrons
- Collaboration with Sheridan Police Department

- Regular staff meetings to review safety protocols and incident response procedures
- Immediate removal of disruptive patrons when necessary
- Documentation of all incidents for review and reporting to authorities as required

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:

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:

- Ensure all employees aged 18-20 who serve food are properly supervised by employees 21 years of age or older.
- Prohibit employees under 21 from handling, serving, or dispensing any alcoholic beverages
- Require all employees under 21 to complete additional training on alcohol service laws and restrictions applicable to their age group
- Maintain clear job descriptions that specify alcohol-related duties are restricted to employees 21 and older
- Post visible signage in employee areas outlining age restrictions for alcohol service
- Conduct regular compliance audits to ensure underage employees are not performing prohibited duties
- Maintain accurate records of all employee birthdates and training certifications
- Require management approval before scheduling employees under 21 for any shifts involving alcohol service areas
- Provide ongoing education to all staff regarding the legal responsibilities and restrictions for underage employees in establishments serving alcohol
- Immediately address any violations of age-related restrictions through retraining or disciplinary action as appropriate
- Ensure compliance with all federal, state, and local laws governing employment of minors in alcohol-serving establishments



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 Adopting the Revised Public Records Request Policy - City Clerk, Ashlee Foster
From: Ashlee Foster, City Clerk
To: City Council
CC: City Administrator Stuart McRae
Date: 10/13/2025

Recommendation:

Staff recommends that City Council approve and adopt the revised Public Records Policy as presented. Additionally, staff recommends that Council authorize the City Clerk to make future revisions to the policy as necessary to maintain compliance with changes to State Statute. Any proposed changes not related to statutory updates shall continue to be presented to Council for review and formal approval.

Background:

The City's current Public Records Policy was last adopted in April 2018. In May 2019, the City adopted the Wyoming Retention Policy through Resolution 25-19, which also named the City Clerk as the official custodian of City documents. At the time, it was recommended that this information be formally added to the City's Public Records Policy, but those updates have not yet been incorporated into the policy itself.

Discussion:

While much of the Public Records Policy is guided by State Statute and leaves limited room for flexibility, updates were made to improve the document's clarity and usability. These revisions are intended to make the policy easier for both the public and staff to understand, ensure consistency in how requests are handled, and provide greater transparency in the City's process. Key updates include:

- **Incorporates the Wyoming Retention Policy (Adopted 2019):** Protects the City if requested documents were lawfully destroyed in accordance with the state's retention schedule.
- **Organizational Restructure:** Adds a table of contents, clearer formatting, and plain language in place of legal/statutory wording — making the policy easier for both staff and the public to navigate.
- **Fees Moved to the Master Fee Schedule (MFS):** Ensures alignment across all City documents by consolidating fees into the MFS. The current fees remain unchanged. Any fee changes will be addressed during MFS updates.
- **Procedures and Processes Outlined:** Improves transparency by clarifying how requests are handled, the steps involved, and applicable timelines. Notes that Fire Department requests follow the general process, while the Police Department maintains a separate process.
- **Responsibilities Clarified:** Addresses common misconceptions by confirming that staff are not required to create new documents, compile information, reformat data in ways that cause undue hardship, or fulfill overly broad or unclear requests without clarification from the requester.
- **Exceptions Simplified:** Provides a clear list of relevant exemptions while adopting all statutory exemptions by reference. Unrelated examples have been removed, and exceptions are now categorized (e.g., General Records, Security-Sensitive Records, Personnel Related, etc.) for easier use by staff and the public.

Funding:

There are no financial impacts with the adoption of this policy. Any future modifications to the fee schedule for Public Records Requests will be addressed during any/all Master Fee Schedule discussions.

Attachments

CURRENT Public Records Request Policy

PROPOSED Public Records Request Policy



**City of Sheridan
Policies & Procedures**

Policy No. 100

Public Records Processing Policy

I. PURPOSE

A systematic process for the receipt, tracking, processing and delivery of requested public records to individuals, groups and other entities. The release of records is regulated by federal law, state statutes, court orders and by this policy. Personnel shall treat all information they learn in the performance of their job in a confidential manner and shall not disperse such information to anyone not duly authorized to receive the information. The records maintained by the City and the ability to access them are means to provide trust between the public and the City.

1. **SCOPE:** This policy applies to all public records requests external to the City of Sheridan municipal government.
2. **REFERENCES:** The Wyoming Public Records Act (Wyoming Statute § 16-4-201 to 16-4-205) establishes the rules of access to public records by persons in interest (the persons whom the records are about) and the public.
3. **DEFINITIONS:** Public records, when not otherwise specified, includes any information in a physical form created, accepted, or obtained by the state or any agency, institution or political subdivision of the state in furtherance of its official function and transaction of public business which is not privileged or confidential by law. Without limiting the foregoing, the term "public records" includes any written communication or other information, whether in paper, electronic, or other physical form, received by the state or any agency, institution or political subdivision of the state in furtherance of the transaction of public business of the state or agency, institution or political subdivision of the state, whether at a meeting or outside a meeting.
4. **RESPONSIBILITIES:** The City Administrator shall have the responsibility of implementation, through the coordination with executive staff, and shall enforce the administration of the policy.
5. **POLICY:** The custodian of any public records shall allow any person the right of inspection of the records or any portion thereof except for those records listed in **Attachment A, Attachment C, and Attachment D.**
6. When there is a right of access to public records, the person requesting the records may request that copies, printouts, or photographs of the records be provided, and the custodian of those records should provide the copies for a reasonable fee set by this policy. A Department Head or the City Administrator may order a deviation from the fee schedule listed in **Attachment B** provided such deviation is in the best interest of the public or public safety. If the custodian does not have the equipment or facilities for copying the records, the person who requests them is entitled to access for the purpose

of copying. This must be done while the records are still in the custody and possession of the custodian of the records and at his or her direction.

7. A person seeking public records does not have to give a reason or show a need for the information being sought.
8. Fees or charges assessed by a custodian of a public record shall first be in accordance with **Attachment B** of this policy. A Department Head or the City Administrator may order a deviation from the fee schedule listed in **Attachment B** provided such deviation is in the best interest of the public or public safety. The fee schedule is subject to change from time to time through Resolutions approved by City Council.
9. The Public Records Act grants jurisdiction over disputed questions of access to the District Court. Should a member of the public seek access to denied records, he or she may apply to the court for an order to the custodian of the record to show cause as to why the custodian is not allowing access. The custodian of the records may also apply to the court for an order prohibiting access when the custodian of the records believes that "disclosure of the contents of the records would do substantial injury to the public interest," even if access to the records is otherwise allowed under the act.
10. Public Record Requests for the City of Sheridan Police Department and the City of Sheridan Fire Department shall be subject to the procedure defined in **Attachment C and D** respectively.

II. Public Records Disclosure

A. The Wyoming Supreme Court has identified a constitutional right of access to public records. The Wyoming Public Records Act should be interpreted liberally in favor of disclosure. Department records shall be available to the public unless a legal prohibition to disclosure can be shown.

B. The department has discretion to prohibit access to certain records on the grounds that disclosure would be contrary to the public interest or constitute an unwarranted invasion of privacy.

C. When withholding information from public disclosure, custodians must use their discretion on a selective basis, rather than through withdrawal of entire categories of records.

D. If records are withheld, the records custodian has the burden to show:

1. That the harm caused by disclosure is based in fact and not merely conjecture or speculation; and
2. Public-interest protection outweighs the public policy which emphasizes disclosure.

III. Public Records Requests

A. The City Clerk is the official custodian of all records which are centrally maintained by the City. Department Heads are the official custodians of all records maintained within their departments. However, with the exception of Police Department and Fire Department records,

all public records requests must be directed to the City Clerk or Customer Service Area. Requests for records from the Police Department shall be made directly to the Police Chief or his designee. Requests for records from the Fire Department shall be made directly to the Fire Chief or his designee.

B. Public records requests will be accommodated during regular business hours between 8:00 a.m. and 5:00 p.m. on regular business days. Public records requests will not be accepted on weekends or holidays.

C. Public records requests shall be made using a form approved by the City Administrator which may be modified by staff from time to time to improve the administrative efficiency of this intended policy and procedures. The City of Sheridan may also offer online application process in an attempt to improve the services provided to the public. The City of Sheridan Police Department and Fire Department may create their own application or online process to improve the services provided to the public.

IV. Inspection (WS § 16-4-202)

A. All public records maintained by the City shall be promptly prepared and made available for inspection to any person during regular business hours. Prompt inspection and copies of records within a reasonable amount of time which shall include the opportunity for legal review. The time for compliance with a request for public records shall depend upon the availability of records and the volume of records requested. Wyoming Statute §16-4-202 provides, in part: "If a public record is readily available, it shall be released immediately to the applicant so long as the release does not impair or impede the agency's ability to discharge its other duties."

B. A public records request may be made in writing or verbally. The City Clerk shall ask the requester to put a verbal request in writing (utilizing the City Public **Records Request** or the online public records request submittal portal),

C. Public records can be accessed by one of the following methods: 1) a request to view public records in person at the Customer Service Area if reasonably accessible; 2) a request for copies of public records which the requester will personally pick up from the Customer Service Area; or 3) a request for copies of public records which the requester wants to have mailed or otherwise delivered to the requester.

D. **Transmitting copies of public records.** A requester may request that copies of public records be transmitted to him or her by U.S. Mail or by any other means of transmission that is available and is conducive to transmitting the public records (Fed Ex, UPS, fax, email). The cost of transmitting must be paid by the requester before the public records will be transmitted. While the City is under no obligation to provide records in electronic format, it is the policy of the City to provide information to the public in the most convenient way that is practical considering all of the circumstances. Therefore, if the City receives a request for information to be made available in an electronic format, such request will be forwarded to the City Clerk for a determination as to whether such information will be generated and released in an electronic format.

V. Fee Schedule (WS §16-4-204)

A. The City may charge reasonable fees for copies, printouts or photographs of public records.

B. The fee schedule is not applicable for brochures, handouts, newsletters, or other items designed for mass distribution, which will be made available free of charge.

C. The City may charge for staff time spent per **Attachment B**.

D. The City shall provide an estimation of cost to the requesting party prior to generating the requested information and shall request that the estimated cost be paid prior to producing the requested documentation.

VI. Denial of a Public Records Request

A. Under certain circumstances, records are not defined as public records under Wyoming Statute §16-4-203. In these situations, the public record request will be denied on that basis. A denial that is responding to a written public records request will also be given in writing. Written reasons for denial will not be required for non-written public records requests. Any denial of public records requested must include an explanation, including legal authority. If portions of a record are public and portions are exempt, the exempt portions are to be redacted and the rest released. If there are redactions, each redaction must be accompanied by a supporting explanation, including legal authority, unless federal or state law authorized or requires the redaction.

B. **Redaction.** This is the process of obscuring or deleting any information that is exempt from the duty to permit public inspection or copying from an item that otherwise meets the definition of a record. Examples of redaction are blacking out or whiting out or cutting out portions of a document. When a public record contains information that is not within the definition of a public record as defined by law, the City Clerk, Police Chief, Fire Chief or Public Records Custodian will make available that portion of the public record that does meet the definition of a public record. The City Clerk, Police Chief, Fire Chief or Public Records Custodian shall make a copy of the Public record, perform the redaction, make a copy of the redacted sheet, and then make the second copy available to the requester. The requester will not be charged for the first copy made. The first copy will be retained by the City Clerk, Police Chief, Fire Chief or Public Records Custodian.

C. **Requests that are ambiguous, overly broad, or difficult to identify.** At times, a requester may make a public records request which may not be identifiable to the City Clerk, Chief of Police, Fire Chief or Public Records Custodian. In such circumstances, the City Clerk, the Chief of Police, Fire Chief or Public Record Custodian shall inform the requester that the public records request is denied but will give the requester an opportunity to more accurately describe the public records sought. If the requester is seeking public records organized in a certain way, but the public records are not organized in that way, the Public Records Custodian will inform the requester of the manner that the public records of the office under discussion are

maintained and accessed. The requester may then submit a public records request that more accurately reflects the organization of the public records and the actual public records sought by the requester.

D. Wyoming Statute §16-4-202(d)(ii)(iii) states "An agency shall provide an electronic record in alternative formats unless doing so is impractical or impossible"; "An agency shall not be required to compile data, extract data or create a new document to comply with an electronic record request if doing so would impair the agency's ability to discharge its duties."

VII. Compliance

A. With any public records request, the City Clerk, Police Chief, Fire Chief or Public Records Custodian reserves the right to consult with legal counsel prior to the release of such public records. This is to allow the City to comply with laws prohibiting the release of certain records.

VIII. Procedures

A. **Requests:** Requests for information, regardless of the method of submittal, shall be entered into a tracking system to identify:

1. The nature of each request. Each request shall be a single record or set of records.
2. Contact information of the person requesting the information if the request cannot be fulfilled at the point of receipt of the request.
3. The date and time the request was received.
4. The identity of the city staff that received the request.
5. Other relevant information as required.

B. **Notification:** All requests shall be submitted to the custodian of the records and notification of the request shall be submitted to the immediate supervisor and/or the Department Head, at a minimum. If additional supervisory levels exist within the department holding the requested record, additional notification may be made to the staff as directed by the Department Head.

C. **Time and Cost Estimate of request:** The custodian of the records requested shall, within a maximum of three (3) business days, notify the required party of the ability, time and cost required to: produce the files for viewing or to provide hard copies or electronic copies. The custodian shall request that the estimated cost be paid for prior to producing the requested documents.

D. Status of the request - communication to request: Within two (2) business days of receiving the time and cost estimate to produce the records; the staff responsible for the receipt of the request, i.e. the Clerk's Office or Customer Service Area shall communicate the time required, the estimated delivery date of the records, and any associated costs to the requester of the records. The staff shall request that the estimated cost be paid for prior to producing the requested documents.

E. Authorization to proceed: Upon confirmation the requestor is affirming the time and cost estimate to produce the record, the receiving staff shall provide authorization to proceed in collecting and delivering the records. Delivery of the records: The city shall endeavor to produce the records, if they are in possession, of any and all documents not otherwise restricted by law within a reasonable time frame considering the operational workload of the department. All efforts will be made to produce the records within seven (7) working days from the date of the authorization to proceed.

F. Reporting: The staff responsible for the receipt of the request, i.e. the Clerk's Office or Customer Service Area shall report the status of all current requests to the department where the records exist and to the City Administrator on a regular basis as directed by the City Administrator. Additional reporting or online review shall be provided to internal and external individuals or organizations as requested.

IX. Policy Established

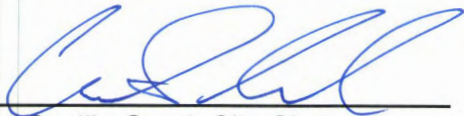


Mayor Miller



Date

Attest:



Cecilia Good, City Clerk



Attachment A

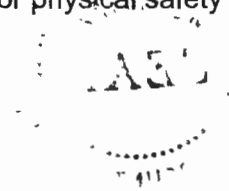
(Attachment A to Policy No. 100 Public Records Processing Policy)

(a) The custodian of any public records shall allow any person the right of inspection of the records or any portion thereof except on one (1) or more of the following grounds or as provided in subsection (b) or (d) of this section:

- (i) The inspection would be contrary to any state statute;
- (ii) The inspection would be contrary to any federal statute or regulation issued thereunder having the force and effect of law; or
- (iii) The inspection is prohibited by rules promulgated by the Supreme Court or by the order of any court of record.

(b) The custodian may deny the right of inspection of the following records, unless otherwise provided by law, on the ground that disclosure to the applicant would be contrary to the public interest:

- (i) Records of investigations conducted by, or of intelligence information or security procedures of, any sheriff, county attorney, city attorney, the attorney general, the state auditor, police department or any investigatory files compiled for any other law enforcement or prosecution purposes;
- (ii) Test questions, scoring keys and other examination data pertaining to administration of a licensing examination and examination for employment or academic examination. Written promotional examinations and the scores or results thereof shall be available for inspection, but not copying or reproduction, by the person in interest after the examination has been conducted and graded;
- (iii) Except as otherwise provided by Wyoming statutes or for the owner of the property, the contents of real estate appraisals made for the state or a political subdivision thereof, relative to the acquisition of property or any interest in property for public use, until such time as title of the property or property interest has passed to the state or political subdivision. The contents of the appraisal shall be available to the owner of the property or property interest at any time;
- (iv) Interagency or intra-agency memoranda or letters which would not be available by law to a private party in litigation with the agency;
- (v) To the extent that the inspection would jeopardize the security of any structure owned, leased or operated by the state or any of its political subdivisions, facilitate the planning of a terrorist attack or endanger the life or physical safety of an individual, including:



- (A) Vulnerability assessments, specific tactics, emergency procedures or security procedures contained in plans or procedures designed to prevent or respond to terrorist attacks or other security threats;
- (B) Building plans, blueprints, schematic drawings, diagrams, operational manuals or other records that reveal the building's or structure's internal layout, specific location, life and safety and support systems, structural elements, surveillance techniques, alarms, security systems or technologies, operational and transportation plans or protocols, personnel deployments for airports and other mass transit facilities, bridges, tunnels, emergency response facilities or structures, buildings where hazardous materials are stored, arenas, stadiums and waste and water systems;
- (C) Records of any other building or structure owned, leased or operated by the state or any of its political subdivisions that reveal the building's or structure's life and safety systems, surveillance techniques, alarm or security systems or technologies, operational and evacuation plans or protocols or personnel deployments; and
- (D) Records prepared to prevent or respond to terrorist attacks or other security threats identifying or describing the name, location, pharmaceutical cache, contents, capacity, equipment, physical features, or capabilities of individual medical facilities, storage facilities or laboratories established, maintained, or regulated by the state or any of its political subdivisions.

(c) The custodian shall deny the right of inspection of the following records, unless otherwise provided by law:

- (i) Medical, psychological and sociological data on individual persons, exclusive of coroners' verdicts and written dockets as provided in W.S. § 7-4-105(a);
- (ii) Adoption records or welfare records on individual persons;
- (iii) Personnel files except those files shall be available to the duly elected and appointed officials who supervise the work of the person in interest. Applications, performance ratings and scholastic achievement data shall be available only to the person in interest and to the duly elected and appointed officials who supervise his work. Employment contracts, working agreements or other documents setting forth the terms and conditions of employment of public officials and employees are not considered part of a personnel file and shall be available for public inspection;
- (iv) Letters of reference;
- (v) Trade secrets, privileged information and confidential commercial, financial, geological or geophysical data furnished by or obtained from any person;

- (vi) Library, archives and museum material contributed by private persons, to the extent of any limitations placed thereon as conditions of the contributions;
- (vii) Hospital records relating to medical administration, medical staff, personnel, medical care and other medical information, whether on individual persons or groups, or whether of a general or specific classification;
- (viii) School district records containing information relating to the biography, family, physiology, religion, academic achievement and physical or mental ability of any student except to the person in interest or to the officials duly elected and appointed to supervise him;
- (ix) Library patron transaction and registration records except as required for administration of the library or except as requested by a custodial parent or guardian to inspect the records of his minor child;
- (x) Information obtained through a 911 emergency telephone system or through a verification system for motor vehicle insurance or bond as provided under W.S. § 31-4-103(e) except to law enforcement personnel or public agencies for the purpose of conducting official business, to the person in interest, or pursuant to a court order;
- (xi) Records or information compiled solely for purposes of investigating violations of, and enforcing, internal personnel rules or personnel policies the disclosure of which would constitute a clearly unwarranted invasion of personal privacy;
- (xii) Information regarding the design, elements and components, and location of state information technology security systems and physical security systems;
- (xiii) Records or information relating to individual diagnoses of contagious, infectious, communicable, toxic and genetic diseases maintained or collected by the Wyoming state veterinary laboratory as provided in W.S. § 21-17-308(e);
- (xiv) Information concerning an agricultural operation, farming or conservation practice, or the land itself, if the information was provided by an agricultural producer or owner of agricultural land in order to participate in a program of the state or any agency, institution or political subdivision of the state. The custodian shall also deny the right of inspection to geospatial information maintained about the agricultural land or operations. Provided, however, that if otherwise permitted by law, the inspection of the information described in this paragraph shall be allowed in accordance with the following:
 - (A) The custodian may allow the right of inspection when responding to a disease or pest threat to agricultural operations, if the custodian determines that a threat to agricultural operations exists and the disclosure of information is necessary to assist in responding to the disease or pest threat as authorized by law;

- (B) The custodian shall allow the right of inspection of payment information under a program of the state or of any agency, institution or political subdivision of the state, including the names and addresses of recipients of payments;
- (C) The custodian shall allow the right of inspection if the information has been transformed into a statistical or aggregate form without naming:
 - (I) Any individual owner, operator or producer; or
 - (II) A specific data gathering site.
- (D) The custodian shall allow the right of inspection if the disclosure of information is pursuant to the consent of the agricultural producer or owner of the agricultural land;
- (E) As used in this paragraph:
 - (I) "Agricultural operation" means the production and marketing of agricultural products or livestock;
 - (II) "Agricultural producer" means any producer of livestock, crops or dairy products from an agricultural operation.
- (xv) Within any record held by an agency, any income tax return or any individual information derived by the agency from an income tax return; however information derived from these documents may be released if sufficiently aggregated or redacted so that the persons or entities involved cannot be identified individually;
- (xvi) Except as required in a contested case hearing, any individual records involved in any workers' compensation claim; however information derived from these documents may be released if sufficiently aggregated or redacted so that the persons or entities involved cannot be identified individually;
- (xvii) Any records of the consensus revenue estimating group as defined in W.S. § 9-2-1002, that discloses information considered by, or deliberations or tentative decisions of, the group;
- (xviii) Information obtained through a peace officer recording provided that:
 - (A) The custodian shall allow the right of inspection to law enforcement personnel or public agencies for the purpose of conducting official business or pursuant to a court order;
 - (B) The custodian may allow the right of inspection:

- (I) To the person in interest;
- (II) If the information involves an incident of deadly force or serious bodily injury as defined in W.S. § 6-1-104(a)(x);
- (III) In response to a complaint against law enforcement personnel and the custodian of the information determines inspection is not contrary to the public interest;
- (IV) In the interest of public safety.

Attachment B – Fees Schedule

(Attachment B to Policy No. 100 Public Records Processing Policy)

The following tiered fee schedule shall apply to all non-city organizations and individuals public records requests and is not applicable to copying/production of documents for internal departments of the City of Sheridan municipal government. Additionally, the following schedule is not applicable for brochures, handouts, newsletters, or other items designed for mass distribution, which will be available free of charge. The fee schedule is subject to change from time to time through a Resolution approved by City Council.

Section 1 Copy Charges:

Per Copy Charges:

Letter Size	1 Sided	10 Cents Black/White	30 Cents Color
Letter Size	2 Sided	15 Cents Black/White	35 Cents Color
Legal Size	1 Sided	15 Cents Black/White	35 Cents Color
Legal Size	2 Sided	20 Cents Black/White	40 Cents Color
11" x 17"	1 Sided	20 Cents Black/White	40 Cents Color
11" x 17"	2 Sided	25 Cents Black/White	45 Cents Color
Special Media – Cost of media plus time			

Tier One Requests: processing easily accessible records within the immediate office /location of the point of submitting the public records request. A \$5.00 base charge will apply to Tier One requests. Additional charges may be incurred for documents processed through a third party provider.

Tier 2 Requests: searching for and locating documents not readily available within the immediate office /location of the point of submitting the public records request. – If staff time is needed in excess of ¼ hour, an estimated charge shall be submitted to the person/entity requesting the records for confirmation before the records are located. If the requestor acknowledges and accepts the additional cost to locate and provide for inspection and/or copying the records the search will commence within a reasonable time frame. The first ½ hour of staff time will not be charged above the \$5.00 base charge with any additional ½ hour to be charged a base rate of \$30.00 per hour up to a maximum of 3 hours.

Tier 3 Requests: locating and producing records where an excess of staff time over and above the Tier 2 time of 3 hours and/or requiring transferring or redacting records to:

- a. Comply with any state statute;
- b. The inspection would be contrary to any federal statute or regulation;
- c. The inspection is prohibited by rules promulgated by the Supreme Court or by the order of any court of record; or
- d. The inspection would be contrary to the public interest.
- e. The additional charge shall be \$50.00 per hour.

Attachment C - City of Sheridan Police Department

(Attachment C to Policy No. 100 Public Records Processing Policy)

A. Statutory Restrictions. The following information should not be released by the department due to statutory restrictions:

1. The identity of victims of sexual related crimes or information reasonably likely to disclose their identities prior to filing an information or indictment. Wyoming Statute § 6-2-319 and 6-4-402.

2. The identity of a suspect of a sexual related crime prior to filing an information or indictment. Wyoming Statute § 6-2-319.

3. Sexual assault victim medical examination information and reports pursuant to Wyoming Statute § 6-2-309(m).

4. Records related to child abuse and neglect, juvenile justice, and child in need of supervision cases, including but not limited to records of the multidisciplinary team, pursuant to Wyoming Statutes § 14-3-427(g), 14-3-437, 14-3-439, 14-6-203(g) and (j), 14-6-227(g), 14-6-240.

5. All records concerning reports and investigations of vulnerable adult abuse, neglect, exploitation, abandonment, or self-neglect as defined in W. S. § 6-2-507 are confidential except central registry records for employee and volunteer screening purposes as provided by W. S. § 35-20-116. See Wyoming Statute § 35-20-112.

6. Medical, psychological, or sociological data on individual persons. Wyoming Statute § 16-4-203(d)(i).

7. Adoption records or welfare records on individual persons. Wyoming Statute § 16-4-203(d)(ii).

8. Personnel files excluding terms and conditions of employment. Wyoming Statute § 16-4-203(d)(iii).

9. Trade secrets, financial data furnished by or obtained from any person. Wyoming Statute § 16-4-203(d)(v).

10. Hospital records relating to medical administration, medical care and other medical information. Wyoming Statute § 16-4-203(d)(vii).

11. School records relating to students and their families. Wyoming Statute § 16-4-203(d)(viii).

12. Information obtained through E911 emergency telephone system except to persons in interest. Wyoming Statute § 16-4-203(d)(x).

13. Records or information compiled solely for purposes of investigating violations of, and enforcing, internal personnel rules or personnel policies, the disclosure of which would constitute a clearly unwarranted invasion of personal privacy. Wyoming Statute 16-4-203(d)(xi).

14. Domestic violence protection orders, petitioners' and their children's identifying information pursuant to Wyoming Statute § 35-21-105(e).

15. Information presented to a grand jury pursuant to Wyoming Statute § 7-5-207, 7-5-208, and 7-5-308.

16. Involuntary commitment records pursuant to Wyoming Statute § 25-10-122.

17. Crime victims' compensation application pursuant to Wyoming Statute § 1-40-107(d).

18. Criminal history record information pursuant to Wyoming Statute § 7-19-106.

19. Sex offender registration information pursuant to Wyoming Statute § 7-19-303(b) except that made public through the public registry.

20. Administrative subpoena information regarding child exploitation investigations pursuant to Wyoming Statute § 9-1-640(j).

21. Open investigation information, unless authorized by the investigating officer or higher-ranking official. Wyoming Statute § 16-4-203(b)(i).

B. Redaction. Although the Freedom of Information Act (5 U.S.C 522) does not specifically apply to municipalities, it may be used in order to provide some guidance regarding content that may be redacted including records or information compiled for law enforcement purposes, but only to the extent that the production of such law enforcement records or information:

1. Could reasonably be expected to interfere with enforcement proceedings;

2. Would deprive a person of a right to a fair trial or an impartial adjudication or give one party to a controversial issue an unfair advantage by exclusive access to such information;

3. Could reasonably be expected to disclose the identity of a confidential source that furnished information on a confidential basis;

4. Would disclose techniques and procedures for law enforcement investigations or prosecutions, or would disclose guidelines for law enforcement investigations or prosecutions if such disclosure could reasonably be expected to risk circumvention of the law; or

5. Could reasonably be expected to endanger the life or physical safety of any individual.

C. Supreme Court Restrictions. The following information will not be released by the department due to rules promulgated by the Supreme Court:

1. Social security numbers, names of minor children, month and day of birth (year may be given), and financial account numbers.

2. Search warrant applications and affidavits until served and returned, pursuant to W.R.Cr.P. 41(i).

3. Records sealed by any court.

D. NCIC and WCJIN Restrictions. The following information will not be released by the department due to rules of NCIC and WCJIN:

1. Criminal history information obtained from other law enforcement agencies, justice agencies, or justice agency databases.

2. All requests for information should be referred to the agency of record.

E. Public Interest Restrictions. The release of the following information may be contrary to public interest. An examination must be made weighing the public's right to know against an individual's privacy interests.

1. The existence or contents of any confession, admission, or statements of the accused without approval of the prosecuting attorney prior to trial.

2. The identity of actual or prospective witnesses or informants to crimes.

3. Specific information concerning the planning of raids or other specific enforcement efforts.

4. Information which, if prematurely released, may interfere with the investigation or apprehension, such as the nature of leads, specifics of a method of operation, details of a crime known only to the perpetrator and the police, or information which may cause the suspect to flee or more effectively avoid apprehension.

5. The identity of any critically injured or deceased person before the notification of next of kin.

F. Juvenile Restrictions. Criminal offenses - Juvenile's names, addresses, or other distinctly unique information, which would serve to identify the juvenile shall not be released except for routine traffic offenses in municipal court. Age, sex, and details of the offender are releasable when requested.

G. Additional Requirements. Additional requirements for the release of Police Department documents may be required based on Police Department policy 14.4.

Attachment D - City of Sheridan Fire Department

(Attachment D to Policy No.100 Public Records Processing Policy)

Restrictions.

1. Requests for release of protected health information shall be in accordance with HIPAA Policy guidelines.
2. When the request is made by letter, the Information Request Form will be filled out except for the signature and date with the letter attached.
 - A. All Information Request Forms shall be placed in the appropriate file for which information has been requested.
 - B. All requests for records shall be forwarded to the Fire Chief for his approval, denial, or referral to the City Clerk.
 - C. Daily run report information provided to the media for EMS calls shall be limited to time, general location, and type of call – trauma or medical.
3. Other calls for service can have all information provided except for cause if under investigation.



City of Sheridan Public Records Requests

Policy No. COS-001

October 2025

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PUBLIC RECORDS POLICY

SECTION 1: PURPOSE & SCOPE

For the City to follow a systematic process for receiving, processing, and delivering requested public records to individuals, groups and other entities. The release of records is governed by federal laws, state statutes, court orders and this policy. All personnel are expected to handle information obtained through their work with confidentiality and must not share with any unauthorized persons. Maintaining and providing access to public records is a vital part of building and maintaining trust between the City and the community.

A. SCOPE: This policy applies to all public records requests external to the City of Sheridan Wyoming municipal government.

B. REFERENCES: Any reference to “Wyoming Statute,” “State Statute” and/or “statute” throughout this policy refers to the Wyoming Public Records Act (Wyoming Statute § 16-4-201 through 16-4-205).

C. DEFINITIONS:

- a. PUBLIC RECORDS:** includes any information - written, electronic, or in another **physical** form - that is created, received, or used by the City of Sheridan WY in its official function and transactions of public business which is not privileged or confidential by law.
- b. REDACTION:** the process of editing, modifying, or obscuring sensitive or confidential information before making the document available to the public.
- c. MASTER FEE SCHEDULE:** a comprehensive document, adopted via resolution by the City Council that consolidates and establishes all fees assessed by the City of Sheridan, WY and provides formal authority for fee collection.
- d. PERSON IN INTEREST:** The person who is the subject of a record or any representative designated by the person, except if the subject of the record is under legal disability or is the dependent high school student of his/her parents, “person in interest” means the parent or duly appointed legal representative.

D. CUSTODIAN OF RECORDS & RESPONSIBILITIES:

- a.** Department Heads are responsible for records within their department(s).
- b.** Sheridan Police Department records are managed and maintained independently of City records, except where City contracts or similar agreements apply.

- c. The City Clerk is the official custodian of all centrally maintained City records and is responsible for managing public records requests, as designated by City of Sheridan Resolution 25-19.
 - d. In addition to overseeing the implementation of this policy, the City Clerk is authorized to amend this policy as necessary to maintain compliance with Wyoming statutes.
 - e. All requests, with the exception of Police Department records, must be submitted through the General Public Records Request Process, outlined in Section 6 of this policy, and will be handled by the City Clerk's Department.
 - a. All Police Department requests must be submitted through the Police Department's Public Records Request Process, outlined in Section 7 of this policy, and will be handled by the Police Department Records Technicians.
- E. **COMPLIANCE:** To ensure compliance with all applicable laws governing the release of information, the City reserves the right to consult with legal counsel before releasing records, even if doing so may extend the time needed to fulfill a request.
- F. **RETENTION POLICY:** Resolution 25-19, adopted by the City of Sheridan, establishes that City records will be maintained in accordance with the current, and all future, versions of the Wyoming State Archives Retention Schedule.
- G. **EXCEPTIONS:** Public records will be made available for inspection upon request, with the exception of those specified in statute, Section 4 of this policy, or detailed in Attachment A of this policy.

SECTION 2: RIGHTS, RULES & REGULATIONS

- A. **RIGHT OF ACCESS:** The Wyoming Supreme Court recognizes the public's constitutional right to access public records. Per statute, anyone may request public records without providing a reason. Access is to be interpreted broadly in favor of disclosure, and records should be released unless prevented by a specific legal restriction.
- B. **PROCESSING:** Public records requests will be accepted and processed on regular business days from 8am to 4pm. Requests will not be processed on weekends or City-observed holidays.
- C. **SUBMISSION OF REQUEST:** Whenever possible, a public records request must be submitted through the City's Online Public Records Request Portal. If the requester is unable to use the online system due to lack of online access or another identified hardship, City staff will receive the request in writing and assist in entering the request into the system on their behalf. Verbal requests will not be considered.
- D. **METHODS OF ACCESS** - Public records may be accessed through one of the following methods:

- a. Receiving the documents electronically via the Online Public Records Request Portal, when available (See Section 3);
- b. Requesting copies of the records to be picked up in person at Customer Service, subject to the printing fees outlined in the City's Master Fee Schedule;
- c. Viewing the records in person, by prior arrangement, if reasonably accessible;
- d. Requesting copies of the records to be physically mailed. *The printing fees and cost of mailing the requested records must be paid by the requester prior to shipping.*

E. TIMELINESS OF INSPECTION:

- a. **READILY AVAILABLE:** When records are readily available, including through the City's Online Public Records Portal, requesters will be directed to access them at no cost.
- b. **30 DAYS OR GOOD CAUSE:** The City will provide timely access to public records in accordance with applicable law. All public record requests must be released no later than thirty (30) calendar days from the date of acknowledged receipt of the request unless good cause exists preventing release as authorized. If good cause exists, the records may be released on a specified date mutually agreed to by the requester and the City. If a release date cannot be agreed upon, the applicant may file a complaint with the State Ombudsman or use the compliant form available on the Governor's website.
- c. **VARIATIONS:** The timeframe for fulfilling a request may vary based on timeliness of payment, the nature, volume, and availability of the records, as well as any necessary legal review, while avoiding unnecessary interference with the City's regular duties.

F. OUTSIDE CITY CUSTODY: If the public records requested are not in the custody or control of the City of Sheridan, the custodian of records must notify the applicant within seven (7) business days and provide the name and contact information of the appropriate agency, if known.

G. UNAVAILABLE RECORDS: If the records requested are in active use or are in storage and therefore unavailable at the time of request, the custodian of records must notify the applicant of the situation within seven (7) business days from the date of the request. Arrangements will be made when possible, if doing so will not interfere with the regular discharge of duties.

SECTION 3: ELECTRONIC FULFILLMENT PROVISIONS:

A. The City strives to accommodate specific formatting requests for public records whenever possible. However, the City is not required to compile data, extract information, or create new documents in order to fulfill a request. This includes reformatting, reorganizing, or manipulating information beyond its original or retained

format if doing so would impair the City's ability to discharge its duties. If information is readily available in an alternative file format (e.g., Excel instead of PDF), it will be provided in the requested format. Otherwise, records will be furnished in the format in which they are routinely maintained by the City. If the requested format is not available, the requester will be advised and will be asked to either revise or withdraw their request.

- B.** The City will accommodate requests for electronic copies of public records whenever possible. However, if the records do not exist in an electronic format or if compiling them electronically would place an undue burden on staff resources, the City may instead provide them in an alternative available format. In such cases, the requester may choose to decline the records prior to fulfillment without incurring any charges.
 - a.** If the custodian lacks the necessary equipment, facilities, or staff to produce copies, the requester may access the records for the purpose of copying them personally, provided this occurs while the records remain in the custodian's possession and under their supervision.
- C.** The City is not obligated to allow inspection or copying of a record in its electronic format if doing so would jeopardize or compromise the security or integrity of the original record or of any proprietary software in which it is maintained.

SECTION 4: EXCEPTIONS & DENIAL CONSIDERATIONS

- A. AMBIGUOUS OR BROAD REQUESTS:** If a public record request is unclear, overly broad, or difficult to identify, the records custodian will notify the requester that the request cannot be fulfilled due to insufficient specificity. The requester will, however, be given an opportunity to clarify or more accurately describe the nature of their request.
- B. EXCEPTIONS & REDACTION:** If a record contains both public and exempt information, the exempt portions will be redacted and the remaining public portions will be released. The designated records custodian will ensure only the information subject to disclosure under the law is provided to the requester.
- C. REQUIRED DENIAL OF REQUEST:** The record custodian shall deny a record request as provided in Attachment A or as required by statute, unless otherwise provided by law.
- D. DISCRETION TO WITHHOLD RECORDS:** Departments may withhold access to certain records if disclosure would be contrary to the public interest.
- E. COURT REVIEW OF DENIALS:** If a public records request is denied in full (for example, if the records are unavailable even with redaction), the requester may petition the District Court to review the denial. The court may order the records custodian to justify the decision. Likewise, if the custodian believes releasing records—even those normally accessible—would cause substantial harm to the public interest, they may seek a court order to withhold those records.

- F. BURDEN OF PROOF** - When withholding or redacting records or denying a records request, the custodian must provide the reason and authority to do so.

SECTION 5: FEE AUTHORIZATION

- A. FEE SCHEDULE:** Wyoming Statute authorizes the city to charge reasonable fees for costs and services associated with fulfilling public records requests, including staff time. The detailed fee schedule for both general requests and police department records can be found in the City's most recently approved Master Fee Schedule.
- a. When applicable, if a document is available via the Online Public Records Portal - or if it is appropriate and feasible to add the document to the portal - City staff will direct the requester to access the document online at no cost.
 - b. Fees do not apply to brochures, handouts, newsletters, or other items designed for mass distribution, which will be made available free of charge.
- B. DEVIATIONS:** The City Administrator or a Department Head may approve deviations from the fee schedule if doing so serves the public interest or enhances public safety.
- C. REVISIONS:** Public Record Request fees may be subject to revisions via statute or through the City's Master Fee Schedule, which is approved via Resolution by the City Council.
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SECTION 6: GENERAL CITY PROCEDURE

SUBMISSION OF REQUEST: Whenever possible, public record requests must be submitted through the applicable Online Public Records Request Portal (NextRequest). If the requester is unable to use the online system due to lack of online access or another identified hardship, City staff will assist in entering the request into the system on their behalf. Verbal requests will not be considered.

- A. REQUESTS:** Requests for information, regardless of the method of submittal, shall be entered into the City's tracking system to identify the following:
- a. Scope and details of the request (one request per submission)
 - b. Contact information of the requesting party
 - c. The date and time the request was received
 - d. Any other information deemed relevant to the specific request
- B. REVIEW:** The custodian of records will review the request to determine the validity. During the review stage, common results include:
- a. **READILY AVAILABLE:** When records are readily available, including through the City's Online Public Records Portal, requesters will be directed to access them at no cost and the request will be closed.

- b. **RECORDS NOT HELD BY THE CITY:** If the requested records are not in the custody or control of the City of Sheridan, the custodian of records must notify the requester within seven (7) business days. If known, the custodian will provide the name and contact information of the appropriate agency. If the records do not exist—either because they were never created or were lawfully destroyed under the City’s records retention policy—the requester will be notified and the request will be closed.
 - c. **INVALID OR UNCLEAR REQUEST:** A request may be considered invalid or unclear if it is not submitted in writing, does not seek an existing record, asks for explanations or opinions, or is overly broad. In such cases, the requester will be notified and given an opportunity to clarify. If no clarification is provided, or if the clarification remains insufficient, the request will be closed.
 - d. **UNAVAILABLE:** If the records requested are in active use or are in storage, and therefore unavailable at the time of request, the custodian of records must notify the applicant of the situation within seven (7) business days from the date of the request. Arrangements will be made when possible, if doing so will not interfere with the regular discharge of duties.
 - e. **VALID REQUEST:** If a request is determined to be valid and the parameters are clear, it will move forward for departmental assignment and invoice processing.
- C. ASSIGNMENT & COST ESTIMATE:** Once a request is determined to be valid, the custodian of records will assign it to the appropriate departmental staff. Staff will provide an estimate of the time required to fulfill the request. Based on these estimates, the City will issue an invoice outlining all costs associated with the request prior to fulfillment. Fees will be determined in accordance with the City’s Master Fee Schedule. Whenever possible, the invoice will be provided to the requester within three (3) business days. *Timelines may vary depending on staff availability, legal review, or other factors.*
- D. PAYMENT AUTHORIZATION:** Upon receipt of the invoice, the requester may decide to cancel the request without incurring charges. If the requester accepts the cost, full payment must be received before the City will begin gathering and producing the requested records.
- a. Once payment has been received, staff will be asked to gather the necessary documents for the fulfillment of the request.
 - i. **NON-PAYMENT:** If, after two weeks, payment has not been received, or there has been no communication from the requester, the request will be closed at that time. The requester will be informed they can submit a new request for the information at any time.
- E. RELEASE OF INFORMATION:** Once the requested documents have been gathered, they will be released to the requester electronically through the Public Records Request Portal or via a pre-agreed alternate method. Whenever possible, records will be provided

within seven (7) business days of payment. In all cases, files will be released no later than thirty (30) calendar days after payment is received, unless a later date has been mutually agreed upon. Following release, the request will be closed.

SECTION 7: SHERIDAN POLICE DEPARTMENT PROCEDURE:

SUBMISSION OF REQUEST: Whenever possible, public record requests regarding any/all police department records must be submitted through the applicable Online Public Records Request Portal identified by the Sheridan Police Department (OpenGov). If the requester is unable to use the online system due to lack of online access or another identified hardship, City staff will assist in entering the request into the system on their behalf. Verbal requests will not be considered.

- A. REQUESTS:** Requests for information, regardless of the method of submittal, shall be entered into the City's tracking system to identify the following:
 - a.** Scope and details of the request
 - b.** Contact information of the requesting party
 - c.** The date and time the request was received
 - d.** The date and type of incident related to the request
 - e.** Incident/Case Number, if known
 - f.** Description and location of incident
 - g.** Known people involved
 - h.** Any other information deemed relevant to the specific request
- B. REVIEW:** The custodian of records will review the request to determine the validity. During the review stage, common results include:
 - a. RECORDS NOT HELD BY THE CITY:** If the requested records are not in the custody or control of the City of Sheridan, the custodian of records must notify the requester within seven (7) business days. If known, the custodian will provide the name and contact information of the appropriate agency. If the records do not exist—either because they were never created or were lawfully destroyed under the City's records retention policy—the requester will be notified and the request will be closed.
 - b. INVALID OR UNCLEAR REQUEST:** A request may be considered invalid or unclear if it is not submitted in writing, does not seek an existing record, asks for explanations or opinions, or is overly broad. In such cases, the requester will be notified and given an opportunity to clarify. If no clarification is provided, or if the clarification remains insufficient, the request will be closed.
 - c. VALID REQUEST:** If a request is determined to be valid and the parameters are clear, it will move forward for invoice processing.

C. COST ESTIMATE: Once a request is determined to be valid, the custodian of records will provide a payment notification through OpenGov. Fees will be determined in accordance with the City's Master Fee Schedule.

D. PAYMENT AUTHORIZATION: Upon receipt of the payment notification, the requester may decide to cancel the request without incurring charges. If the requester accepts the cost estimate, full payment must be received before the City will begin gathering and producing the requested records.

a. Once payment has been received, staff will gather the necessary documents for the fulfillment of the request.

i. NON-PAYMENT: If, after two weeks, payment has not been received, or there has been no communication from the requester, the request will be closed at that time. The requester will be informed they can submit another request for the information at any time.

E. RELEASE OF INFORMATION: Once the documents have been gathered, staff will email the report to the email address provided in the request. If the file is too large, it can be picked up at the police department or mailed to the requester. Whenever possible, records will be provided within seven (7) business days of payment. In all cases, files will be released no later than thirty (30) calendar days after payment is received, unless a later date has been mutually agreed upon. Following release, the request will be closed.

APPROVED this ____ day of _____ 2025.

City of Sheridan

Richard Bridger, Mayor

ATTEST:

Ashlee Foster, City Clerk

Attachment A

EXCEPTIONS

Policy No. CLK-001

The custodian of public records will allow anyone to inspect records unless doing so would violate state law, federal law, a court order, or is determined to be against the public interest as allowed by law.

Note: This policy does not list every exception. For the full list, see Wyoming Statute § 16-4-203. All state law exceptions apply to the City of Sheridan, even if not mentioned here.

A. General Records Not Available for Public Inspection:

- a. **Examination Materials:** Test questions, scoring keys, and other exam materials used for licensing, hiring, or academic testing are not open to public review. However, written promotional exams and the resulting scores may be inspected—but not copied—by the person who took the exam, after the tests have been completed and graded.
- b. **Real Estate Appraisals for Public Use:** Unless otherwise allowed by Wyoming law or accessed by the property owner, the contents of real estate appraisals made for the state or a local government in connection with acquiring property for public use are not open for public inspection until the property has officially transferred to the state or local agency. The property owner may view the appraisal at any time.
- c. **Internal Government Communications:** Internal memos or letters shared within or between government agencies that wouldn't be available to a private party in a lawsuit against the agency are not subject to inspection.
- d. **Consensus Revenue Estimating Group (CREG) -** Any records revealing considerations, discussions or tentative decisions made by the CREG.

B. Security-Sensitive Records Not Available for Public Inspection: Some records are restricted from public access if sharing them could compromise safety, security, or emergency preparedness. This includes situations where disclosure might jeopardize the security of public buildings or infrastructure, help plan a terrorist attack, or endanger someone's life or safety. These types of records include, but are not limited to:

- a. **Security and Emergency Response Plans:** Documents that outline vulnerabilities, specific tactics, emergency procedures, or security plans designed to prevent or respond to terrorist threats or other major security incidents.
- b. **Building Layouts and Infrastructure Details:** Building plans, blueprints, diagrams, manuals, or other records that show a structure's internal layout, safety systems, support structures, alarms, surveillance systems, transportation operations, or emergency protocols. This includes sensitive facilities such as airports, transit hubs, bridges, tunnels, emergency response buildings, hazardous

material storage sites, stadiums, arenas, and water or waste systems.

- c. Facility-Specific Safety and Security Systems:** Records related to any state or local government-owned or operated building that disclose information about life safety systems, surveillance technology, alarm or security features, evacuation plans, or personnel deployment. This also includes details about the design, components, and locations of IT and physical security systems.
- d. Medical and Laboratory Facility Information:** Records created to help prevent or respond to security threats that reveal the name, location, supplies, equipment, capabilities, or physical features of medical facilities, storage centers, or labs overseen or regulated by the state or its subdivisions.
- e. Security-Related Information:** Records whose disclosure could compromise the security of a state or local government building, help someone plan a terrorist attack, or put a person's life or physical safety at risk—including structural or procedural security details.

C. Employment Related Records Not Available for Public Inspection:

- a.** Personnel files, except to the duly elected or appointed officials who directly supervise the employee. Applications, performance evaluations, letters of reference, and academic achievement records are only available to the employee and the officials who directly oversee their work. However, employment contracts, working agreements, and other documents that outline the terms and conditions of employment for public officials and employees are *not* considered part of the personnel file and are available for public inspection;
- b.** Records or information compiled solely for purposes of investigating violations of, and enforcing, internal personnel rules or personnel policies - the disclosure of which would constitute a clearly unwarranted invasion of personal privacy;
- c.** Individual records related to any workers' compensation claims, except when required for a contested case hearing. However, if documents already exist in an aggregated or redacted format that prevents identification of individuals or entities, they may be made available for review.
- d.** Hospital records relating to medical administration, medical staff, personnel, medical care and other medical information, whether on individual persons or groups, or whether of a general or specific classification;
- e.** Records containing Income Tax Returns; however the information can be released if grouped together or already compiled in a way that no specific person or business can be identified.

LAW ENFORCEMENT REDACTION: Redaction of law enforcement records follows the Freedom of Information Act guidelines. Additional requirements for the release of Police Department documents may be required based on Police Department Policy. Redaction may take place only to the extent that the production of such law enforcement records or information:

1. Could reasonably be expected to interfere with enforcement proceedings;
2. Would deprive a person of a right to a fair trial or an impartial adjudication or give one party to a controversial issue an unfair advantage by exclusive access to information;
3. Could reasonably be expected to disclose the identity of a confidential source that provided information on a confidential basis;
4. Would disclose techniques, procedures and/or guidelines for law enforcement investigations or prosecutions if such disclosure could reasonably be expected to risk circumvention of the law;
5. Could reasonably be expected to endanger the life or physical safety of any individual.

D. Law Enforcement & Legal Records Not Available for Public Inspection:

- a. **Supreme Court Restrictions:** Social security numbers; names of minor children; month/day of birth (year may be provided); financial account numbers; search warrant applications and affidavits until served and returned; records sealed by any court.
- b. **NCIC and WCJIN Restrictions:** Criminal history information obtained from other law enforcement agencies, justice agencies or justice agency databases; all requests for information should be referred to the agency of record.
- c. **Juvenile Restrictions:** Criminal offenses - Juvenile's names, addresses, or other distinctly unique information, which would serve to identify the juvenile shall not be released except for routine traffic offenses in municipal court. General age, sex, and details of the offender are releasable when requested.
- d. **Public Interest Restrictions:** The release of the following information may be contrary to public interest. An examination must weigh the public's right to know against an individual's privacy interests.
 - i. The existence or contents of any confession, admission, or statements of the accused without approval of the prosecuting attorney prior to trial;
 - ii. The identity of actual or prospective witnesses or informants to crimes;

- iii. Specific information concerning the planning of raids, or other specific enforcement efforts;
 - iv. Information which, if prematurely released, may interfere with the investigation or apprehension, such as the nature of leads, specifics of a method of operation, details of a crime known only to the perpetrator and the police, or information which may cause the suspect to flee or more effectively avoid apprehension.
- e. Records from investigations conducted by law enforcement or legal offices—such as the sheriff, county attorney, city attorney, attorney general, state auditor, or police department—as well as any files created for law enforcement or prosecution purposes.
- f. Information obtained through a 911 emergency telephone system or through a verification system for motor vehicle insurance or bond except to law enforcement personnel or public agencies for the purpose of conducting official business, to the person in interest, or pursuant to a court order.
- g. Information obtained through a peace officer recording provided that:
 - i. The custodian shall allow the right of inspection to law enforcement personnel or public agencies for the purpose of conducting official business or pursuant to a court order;
 - ii. The custodian may allow the right of inspection: to the person in interest; if the information involves an incident of deadly force or serious bodily injury as defined in statute; in response to a complaint against law enforcement personnel and the custodian of the information determines inspection is not contrary to the public interest; in the interest of public safety.
- h. The identity of victims and/or suspects of sexual crimes or any information that could reasonably reveal their identities prior to filing an information or indictment.
- i. Sexual assault victim medical examination information and reports.
- j. Records related to child abuse and neglect, juvenile justice, and child in need of supervision cases, including, but not limited to, multidisciplinary team records.
 - i. Records may be released to the Legal Guardian if the person in interest is younger than age 18; or to the person in interest if over 18 upon written request or signed authorization, except if doing so would contradict the Law Enforcement Redaction Section D, subsection d(ii).

- k.** All records of reports or investigations of vulnerable adult abuse, neglect, exploitation, abandonment, or self-neglect, except central registry records used for employee or volunteer purposes.
 - i.** Records may be released to the Legal Power of Attorney (POA) or person in interest, except if doing so would contradict the Law Enforcement Redaction Section D, subsection d(ii).
 - l.** Domestic violence protection orders, petitioners' and their children's identifying information.
 - m.** Information presented to a grand jury.
 - f.** Medical, psychological and sociological data on individual persons, exclusive of coroners' verdicts and written dockets; includes involuntary commitment records.
 - g.** Crime victims' compensation applications.
 - h.** Criminal history record information.
 - i.** Sex Offender registration information except what is available in a public registry.
 - j.** Administrative subpoena information regarding child exploitation investigations.
 - k.** Open investigation information, unless authorized by the investigating officer or higher-ranking official.
-

E. Sheridan Fire Department Record Parameters

- a.** Sheridan Fire Department Daily Run Report information released to the media for EMS calls will be limited to the time of the call, general location, and type of incident (e.g., trauma or medical). This limitation protects patient privacy and complies with federal and state laws, including HIPAA, which restricts the disclosure of medical and personally identifiable information.
 - i.** Other Fire Department Calls for Service can be inspected by the public unless they are part of an active investigation or are subject to any exception outlined in this policy or State Statute.