AGENDA
CITY OF SHERIDAN
JANUARY 12, 2026
STUDY SESSION COUNCIL MEETING START 5:30 P.M.

1. Discussion of Sheridan County Housing Land Trust Request for City Support for the Wyoming Unmet Housing Needs Grant - Christine Dietrich, Executive Director of Habitat for Humanity

2. Discussion of a New Bar and Grill Liquor License # 8 at Smith Alley Brewing Co. - City Clerk Ashlee Foster

3. Discussion of Ownership Transfer of Restaurant Liquor License #12 from KMR Enterprises, LLC to KiMR Enterprises, LLC (Cowboy Café) - City Clerk Ashlee Foster

4. Discussion of Ownership Transfer of Retail Liquor License #07 from Penalty Box LLC to The Ice Haus LLC - City Clerk Ashlee Foster

5. Discussion of PL-25-37, Ordinance 2300-26, Major Amendment to Teal Springs PUD Phase I Master Plan - City Planner Kelly Schroeder

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 Plaza, Sheridan, Wyoming 82801
Ph (307) 674-6483

Clerk

MEMORANDUM

RE: Discussion of Sheridan County Housing Land Trust Request for City Support for the Wyoming Unmet Housing Needs Grant - Christine Dietrich, Executive Director of Habitat for Humanity

From: Ashlee Foster, City Clerk

To: City Council

Date: 01/12/2026

Discussion:

Habitat for Humanity of the Eastern Bighorns will present regarding a City-sponsored grant opportunity for the Wyoming Unmet Housing Needs Grant.

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

Clerk

MEMORANDUM

RE: Discussion of a New Bar and Grill Liquor License # 8 at Smith Alley Brewing Co. - City Clerk Ashlee Foster

From: Ashlee Foster, City Clerk

To: City Council

Date: 01/12/2026

Recommendation:

This liquor license has been reviewed by the Wyoming Liquor Division and sent to the Police Department, Fire Department and Planning Department for internal review. Staff recommend the approval of the new Bar and Grill License for Smith Alley Brewing Co.

Background:

Big Horn Public House, LLC ("Smith Alley") currently holds a Microbrewery License and is applying for a **dual license**, meaning they intend to retain their Microbrewery License and add a **Bar and Grill Liquor License**.

Summary of Key Differences: Microbrewery Permit vs. Adding a Bar & Grill License

A **Microbrewery Permit (W.S. 12-4-415)** allows an establishment to manufacture beer and sell its own product for on-premises consumption, with limited off-premises sales of its brewed beer. The permit does **not** authorize the sale of spirits, wine, or other brands of malt beverages unless specifically approved by the local licensing authority. Microbrewery Licenses may be transferred to another location, and ownership may be transferred with approval. When full-service restaurant operations cease, a microbrewery may continue to serve a limited menu and continue serving malt beverages authorized under its permit.

By adding a **Bar & Grill Liquor License (W.S. 12-4-413)**, the business must operate with a valid food service permit and comply with all statutory requirements associated with both licenses. Unlike a microbrewery license, a Bar and Grill License **cannot be sold, transferred, or assigned** by the holder. Bar and Grill Licensees are allowed one specific off-premise privilege: a patron may remove **one partially consumed bottle of wine** when they have purchased a full-course meal and consumed a portion of the wine on the premises.
A Bar and Grill License must also meet the statutory **60% revenue requirement**, meaning at least sixty percent (60%) of gross revenue must come from food service and/or entertainment—not from the sale of alcoholic or malt beverages. At renewal, this revenue calculation must cover the preceding twelve (12) months.

In short:

- The **Microbrewery Permit** provides manufacturing authority and limited retail privileges.
- The **Bar & Grill License** adds the ability to operate a full restaurant and bar, including the sale of spirits, wine, and other malt beverages, subject to food-service and revenue requirements.

Funding:

Financial Impact / Fee Summary

Under W.S. 12-4-415, when a microbrewery permit and a liquor license are held by the same owner, **no separate microbrewery fee is assessed**, and the annual **$500 microbrewery renewal fee is waived** once the dual license is in effect.

Bar & Grill License Fees:

- **Year 1:** $10,000
- **Year 2:** $3,000
- **Year 3 and each year thereafter:** $1,500

Once the Bar & Grill License is issued, the business will pay **only the Bar & Grill License fee** and will **no longer pay the $500 microbrewery license fee**.

Attachments

Bar and Grill Application - Smith Alley

(May 2025)

NEW OR RENEWAL LIQUOR LICENSE OR PERMIT APPLICATION

(State of Wyoming-County and Municipal Jurisdictions)

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

CLERK SECTION: Completed by City / Town / County Clerk

Local License # 08 - NEW

Filing In Jurisdiction:

☐ CITY or TOWN OF: Sheridan, WY

☐ COUNTY OF: Sheridan, WY

Fees

Annual License Fee: $ ____ . ____

Prorated License Fee: $ 9,479.46

Transfer Fee: $ ____ . ____

Date filed with clerk: 11 / 18 / 2025

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

01 / 07 / 2026 & 01 / 14 / 2026

Public Hearing Date: 01 / 19 / 2026

Publishing Fee: $ 90 . 00

Publishing Fee Direct Billed to Applicant: ☐

$100 Fire Inspection Fee

License Term: 01 (Month) / 20 (Day) / 2026 (Year) Through 12 (Month) / 31 (Day) / 2026 (Year)

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): Big Horn Public House, LLC

Doing Business As (DBA) / Trade Name: Smith Alley Brewing Co.

Building to be licensed / Building Address: 150 N. Main St.
(Address Number, and Suite or Unit Number, and Street or Road Name)

Sheridan (City) WY (State) 82801 (Zip) Sheridan (County)

Local Mailing Address: Same as above
(Address Number or PO Box, and Suite or Unit Number, and Street or Road Name)

City State Zip County

Business Telephone Number: 307-675-1934 Fax Number: N/A

Business E-Mail Address: michaelbrowne5333@outlook.com

Business Primary Contact: Michael (First Name) Browne (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:

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

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

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

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

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

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

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

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

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

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

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

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

☐ Other:

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

☐ SEASONAL

☐ NON-OPERATIONAL / PARKED

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

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

HOURS OF OPERATION: from 11am to 9pm ☐ 24 Hours a Day

SCANNED

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: 6 / 18 / 28; 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) 2 Section paragraph(s) 8.

(iii) Sales provision for alcoholic or malt beverages: located, on page(s) 11 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 there within.

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

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

(a) Hold any interest in the license/permit applied for? ☐ YES ☒ NO

(b) Furnish by way of loan or any other money or financial assistance for purposes hereof in the business? ☐ YES ☒ NO

(c) Furnish, give, rent or loan any equipment, fixtures, interior decorations or signs other than standard brewery or manufacturer's signs? ☐ YES ☒ NO

(d) **If the answer was YES to any of the above questions**, attach a written explanation and copies of any documents in connection there within.

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

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

(a) Will food and beverage services be contracted or subcontracted? ☐ YES ☐ NO

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

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

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

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

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

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

(a) Gross sales figures and percentages of income derived from:

(Line 1) Liquor Sales: $_____ (_____%)

(Line 2) Food Sales: $_____ (_____%)

(Line 1 + Line 2 must = Line 3) (Line 3) Gross Sales: $_____ (_____%)

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

(a) Gross sales figures and percentages of income derived from:

(Line 1) Liquor Sales: $_____ (_____%)

(Line 2) Food Sales: $_____ (_____%)

(Line 3) Entertainment Sales: $_____ (_____%)

(Line 1 + Line 2 + Line 3 must = Line 4) (Line 4) Gross Sales: $_____ (_____%)

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

Does the resort complex:

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

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

Does the resort hotel:

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

10. MICROBREWERY PERMIT:

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

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

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

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

(b) **Malt Beverage Production**

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

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

(ii) Variance: _____

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

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

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

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

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

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

(a)	Does the golf club have more than fifty (50) bona fide members?	☐	YES	☐	NO
(b)	Does the Applicant, maintain, or operate a bona fide golf course together with a clubhouse?	☐	YES	☐	NO
(c)	Is the Applicant a Political Subdivision of the state that owns, maintains, or operates this golf course?	☐	YES	☐	NO
(i)	Will food and beverage services be contracted or subcontracted? W.S. 12-4-301(e)	☐	YES	☐	NO
(ii)	If YES, is a copy of the food and beverage contract or lease attached?	☐	YES	☐	NO
(iii)	**RENEWAL ONLY:** The contract or subcontract is current and on file with the Licensing Authority.	☐	YES	☐	NO
(iv)	**If NO to (c) (iii), attach a copy of the current contract or subcontract.**				

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

(a)	Does the club have more than one hundred (100) bona fide members who are residents of the county in which the club is located?	☐	YES	☐	NO
(b)	Is the club incorporated and operating solely as a nonprofit organization under the laws of this state?	☐	YES	☐	NO
(c)	Is the club qualified as a tax-exempt organization under the Internal Revenue Service?	☐	YES	☐	NO
(d)	Has the club been in continuous operation for a period of not less than one (1) year?	☐	YES	☐	NO
(e)	Has the club received twenty-five dollars ($25.00) from each bona fide member as recorded by the secretary of the club and are club members at the time of this application in good standing by having paid at least one (1) full year in dues?	☐	YES	☐	NO
(f)	Does the club hold quarterly meetings and have an actively engaged membership carrying out the objectives of the club?	☐	YES	☐	NO
(g)	Is a true copy of the club bylaws attached to this application?	☐	YES	☐	NO
(h)	Has at least fifty one percent (51%) of the membership signed a petition indicating a desire to secure a Limited Retail Liquor License? (Petition(s) Attached)	☐	YES	☐	NO
(i)	**If YES to (h), attach a copy of the Petition(s).**				

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

Each individual, partner or officer (as applicable) listed below must complete all of the information below.

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

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip ***DO NOT LIST PO BOXES***	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?	Have you been convicted within the previous 10 years of: Any Felony under Wyoming law?	Have you been convicted within the previous 10 years of: Any Violation under Wyoming law relating to the sale or manufacture of Alcoholic Liquor or Malt Beverages?
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

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

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

List below: Each Officer, Director, stockholder, legal entity or member holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock or ownership of the corporation, limited liability company, limited liability partnership, or limited partnership.

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

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

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip ***DO NOT LIST PO BOXES***	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock or Ownership Held	Have you been convicted within the previous 10 years of: Any Felony under Wyoming law?	Have you been convicted within the previous 10 years of: Any Violation under Wyoming law relating to the sale or manufacture of Alcoholic Liquor or Malt Beverages?
See Attached						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐

True and Correct Name	Date of Birth	Residence Address	Residence Phone Number	No. Years in LLC	% of Stock Held	Have you been Convicted of a Felony	Have you been Convictedof a Violation Relating to Alcoholic Liquor or Malt Beverage	Do you hold any interest, directly or indirectly, in any liquor license or permit issued in the state of Wyoming
Chris Pope				6	26.29	NO	NO	NO
Mike Browne				5	10.57	NO	YES	YES
Brian Bolton				6	12.6	NO	NO	YES
Dick Anderson				6	44.83	NO	NO	NO

(May 2025)

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).

N/A If Filing For a Transfer of Ownership: Attach a form of assignment from the current licensee assigning the current license or permit to the new Applicant. W.S. 12-4-601(b).

☑ 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) Expires 12/6/25

N/A If food and beverage services will be contracted or subcontracted attach a copy of the contract or lease agreement. W.S. 12-4-201(m) / W.S. 12-4-301(e) / W.S. 12-4-403(b)

N/A 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)

N/A 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 N/A

☐ A copy of any new or updated lease agreement(s) if not currently on file with the Licensing Authority. W.S. 12-4-103(a)(iii)

☐ Bar & Grill and Restaurant liquor license Applicants: Attach a copy of the current Food Service Permit or the approved permit application for the Applicant and for the licensed building location. 12-4-413(a) / W.S. 12-4-407(a)

☐ If food and beverage services will be contracted or subcontracted attach a copy of the contract or lease agreement if the agreement on file with the Licensing Authority is not current. W.S. 12-4-201(m) / W.S. 12-4-301(e) / W.S. 12-4-403(b)

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

Requires signatures by:

*ALL Individuals, ALL Partners, **ONE (1)** LLC Member, or **TWO (2)** Corporate Officers or Directors except that if all the stock of the corporation is owned by **ONE (1)** individual then that individual may sign and verify the application upon his oath, or **ONE (1)** Officer or Director, or Member of an Organization or Association.*

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

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

EMMA L ROBERTS
NOTARY PUBLIC
STATE OF WYOMING
COMMISSION ID: 170003
MY COMMISSION EXPIRES: 06/08/2030

STATE OF WYOMING)
) SS.
COUNTY OF Sheridan)

Signed and sworn to before me on this 18 day of November, 2025 that the facts alleged in the foregoing instrument are true by the following:

	(Signature)	(Printed Name)	Title
1)	[signature]	Michael Browne	Managing partner/owner
2)			
3)			
4)			
5)			

Witness my hand and official seal: [signature]
Signature of Notary Public

(SEAL) My commission expires: 06/08/2030

FIRST FEDERAL
BANK & TRUST

November 13 2025

To Whom It May Concern:

This letter confirms that Smith Alley Brewing a/k/a Big Horn Public House, 1958 Maple Ave. Sheridan, WY 82801, is a valued customer in good standing at this bank.

Our records indicate that Smith Alley Brewing has maintained an account with us since 10/04/2018. Over this period, they have operated their accounts in a satisfactory manner, meeting all financial obligations.

We value our business relationship with Smith Alley Brewing and believe them to be a reputable and trustworthy client.

Please note that this information is provided in strict confidence and does not constitute a guarantee or representation on the part of the bank or its officers.

Should you require any further assistance or confirmation, please do not hesitate to contact me directly.

Sincerely,

David J. (DJ) Dearcorn
President
(307) 672-0464
djdearcorn@efirstfederal.bank

Issued by

WYOMING DEPARTMENT OF AGRICULTURE
CONSUMER HEALTH SERVICES
2219 CAREY AVE
CHEYENNE, WY 82002

EQUAL OPPORTUNITY IN EMPLOYMENT AND SERVICES

Retail Food

ACCOUNT # 8662

Whereas this party has made application for the licenses listed below in the State of Wyoming according to the law and agrees to comply with all laws, rules and regulations thereto, including the payment of all required fees, there is hereby issued to the applicant this license. This license is not transferable and, unless revoked, shall expire on the date indicated below.

Issued to:
SMITH ALLEY BREWING
150 N MAIN ST
SHERIDAN, WY 82801

SMITH ALLEY BREWING COMPANY/BIG HORN
PUBLIC HOUSE, LLC
SMITH ALLEY BREWING COMPANY/BIG HORN
PUBLIC HOUSE, LLC
150 N MAIN ST
SHERIDAN, WY 82801

EXPIRATION DATE:
12/6/2025

Douglas L. Miyamoto

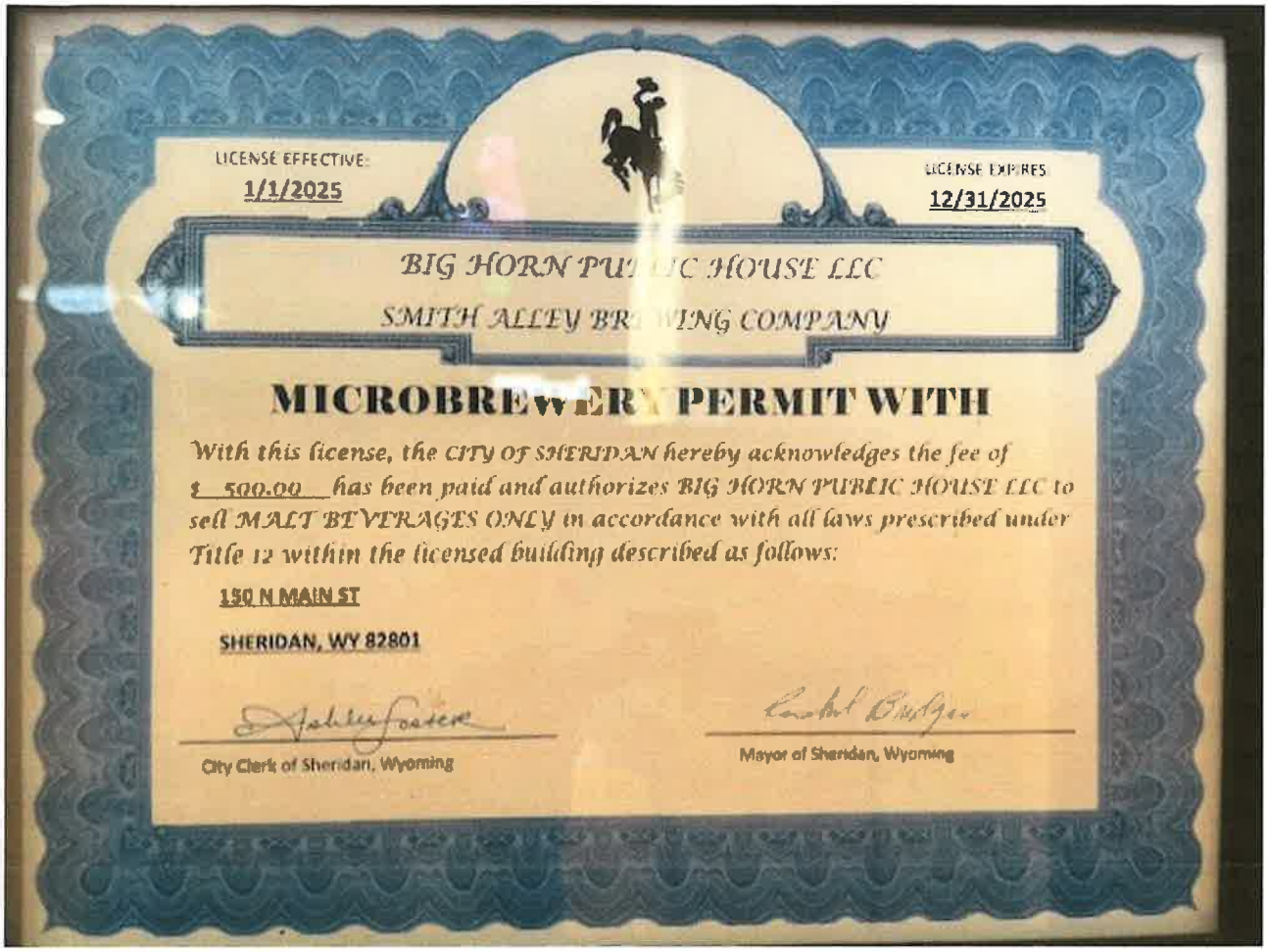
Director of Dept. of Ag

THIS LICENSE MUST BE CURRENT AND POSTED CONSPICUOUSLY

State of Wyoming | **Department of Revenue** | **Excise Tax Division**

Sales/Use Tax License No: 03005760 Business Start Date : 12/31/2018 Certificate Print Date: 12/10/2018

The vendor shown below has registered with the Department of Revenue and has been authorized to collec the sales/use tax imposed by the sales/use Tax Act of 1937



LICENSE EFFECTIVE:
1/1/2025

LICENSE EXPIRES
12/31/2025

BIG HORN PUBLIC HOUSE LLC

SMITH ALLEY BREWING COMPANY

MICROBREWERY PERMIT WITH

With this license, the CITY OF SHERIDAN hereby acknowledges the fee of $ 500.00 has been paid and authorizes BIG HORN PUBLIC HOUSE LLC to sell MALT BEVERAGES ONLY in accordance with all laws prescribed under Title 12 within the licensed building described as follows:

150 N MAIN ST

SHERIDAN, WY 82801

City Clerk of Sheridan, Wyoming

Mayor of Sheridan, Wyoming

License Status Statement

- **Application:** Bar and Grill License for 2026
- **Applicant:** Big Horn Public House, LLC
- **DBA:** Smith Alley Brewing Co.

This statement is to provide notice that once the Bar and Grill Liquor License is activated, the existing Microbrewery License will remain active.

Michael Browne, Managing Partner/Owner

Date: 11-20-25

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:	Big Horn Public House
Common Name (doing business as):	Smith Alley Brewing Co.
Street Address:	150 N. Main St., Sheridan WY
Phone #:	(307) 675-1934

Planned Operations:

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

Hours of Operation	
Monday:	11am - 9pm
Tuesday:	11am - 9pm
Wednesday:	11am - 9pm
Thursday:	11am - 9pm
Friday:	11am - 9pm
Saturday:	11am - 9pm
Sunday:	11am - 9pm

Last call will be 15 minutes before closing and **last service** will be 10 minutes before closing.

Use of License

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

We are a restaurant (family) w/ a fully operational Brewery as well.

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	☒ Rodeo	☐
☐ 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:

We will offer our full menu for food along w/ some games to play w/ a pool table.

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: 259

In order to comply with our occupancy limits we shall:
Place any over flow on a waiting list & have them wait in the waiting area or outside.

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:

All management & team leaders.

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:

Only allow 18-20 year olds to run their drinks, they cannot prepare at all. Other team members over 21 will prepare the drinks.

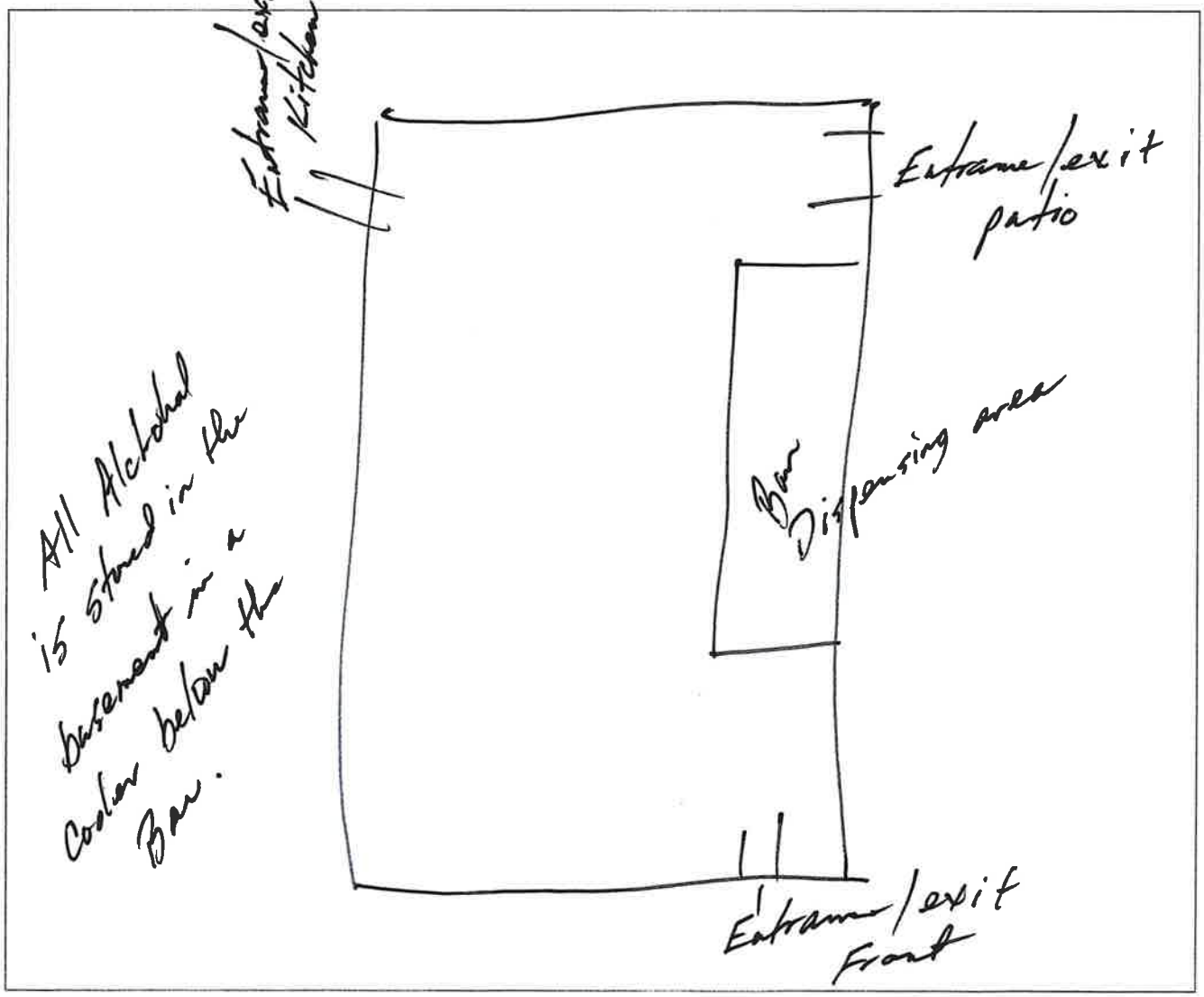
City of Sheridan - Liquor License Operation Plan

Building/Establishment Details:

What is the current zoning for your establishment: Commercial

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



City of Sheridan - Liquor License Operation Plan

Final Acknowledgment

Name as it appears on license:	Big Horn Public House
License Renewal Year:	2025/2026 (New Application)

- 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.

Michael Browne — 11-12-25

Signature of License Holder — **Date Signed**

Michael Browne

Printed Name of License Holder

Alcohol provision Highlighted on Page #11.

COMMERCIAL LEASE

THIS LEASE, entered into effective the **18th day of June, 2018** by and between the Lessor, the Lessee and the Lessor hereinafter named:

ARTICLE I.
DEFINITIONS AND CERTAIN BASIC PROVISIONS

1.01

(1) "Lessor"
Bee Tree Partners, LLC, a Wyoming limited liability company

(2) "Lessor's Address"
1508 South Willson Avenue
Bozeman, MT 59715

(3) "Lessee"
Big Horn Public House, LLC, a Wyoming limited liability company,

(4) "Lessee's Address"
150 North Main Street
Sheridan, WY 82801

(5) "Subject Premises"

Is the Basement and First Floor of the building located at 150 North Main Street, Sheridan, WY, the legal description of which is: Lots 1, 2, and 9 and the North Six Feet [N6'] of Lot 10, Block 2, Original Town, now City of Sheridan, Sheridan County, State of Wyoming (herein the "Building"). The Subject Premises is agreed to be 8,499+/- square feet of rentable interior space of the Building, as computed from measurements to the interior of outside walls of the Building and including a proportionate share of the areas within the Building but outside the Subject Premises, which are designated as "common areas" on the exhibit attached hereto. Provided further, the Lessee acknowledges that the Subject Premises is intended to be condominiumized during the term of this Lease by Lessor, with the cooperation of Lessee, as a condominium unit . The Subject Premises is also sometimes referred to hereinafter as the "Commercial Condo",and is as shown and outlined on the site Plan attached hereto as **Exhibit "A"**. The Lessor reserves the sole and absolute right to plat and subject the

Building, including but not limited to the Subject Premises, to a condominium plat, declaration of condominium and/or an owners' association of the condominiumization of the Building, in Lessor's sole discretion, during the term of this lease. Any minor change to the rentable square footage calculation, above, due to refinements in the floorplan by Lessor's architect subsequent to the Lease execution shall not alter any other terms hereof.

(7) "Smith Alley Terrace"

In addition, Lessor intends for Lessee to have access from the Subject Premises during Operating Hours to a specified southern portion of the adjacent Smith Alley, which is a public right of way area. Lessor shall take reasonable steps to secure a right of use lease from the City of Sheridan for the southern portion of Smith Alley Terrace for Lessee's exclusive use during the Lease Term. In the event a right of use lease or similar agreement is obtained by Lessor, the terms thereof shall be automatically incorporated herein as Exhibit "B" without further action by either party.

(8) Rent Commencement Date

"Lease Term" shall commence upon the date to be hereinafter defined as the Rent Commencement Date and shall end 10 full calendar years thereafter, except that in the event the Rent Commencement Date is a date other than the first day of a calendar month, said term shall extend to the end of the calendar month.

(9) "Rental Rate"

(i) Base Rent:

Commencement Year [defined as June 15, 2018-December 31, 2018]: the base monthly rent is $7,612;

Year One [first full calendar year, commencing January 1, 2019 to December 31, 2019]: the base monthly rent is $7,612; or, $91,340 annually;

Year Two: the base monthly rent is $7,612; or, $91,340 annually;

Year Three: the base monthly rent is $10,656.00; or, $127,876

annually;

Year Four: the base monthly rent is $11,418; or, $137,010 annually;

Year Five: the base monthly rent is $12,19; or, $146,144 annually;

Year Six: the base monthly rent is $12,940; or, $155,278 annually;

Year Seven: the base monthly rent is $13,701; or, $164,412 annually;

Year Eight: the base monthly rent is $14,462; or, $173,546 annually;

Year Nine: the base monthly rent is $14,462; or, $173,546 annually;

Year Ten: the base monthly rent is $15,223; or, $182,680 annually;

(ii) plus additional rent for Lessee's portion of the Operating Expenses (as described in Article V, Paragraph 5.01 below), which shall be initially budgeted at **$3.00 per rentable square foot per year**, with said additional rents hereinafter collectively referred to as NNNs.

In the partial Commencement Year, the Triple Net Fee [NNN] shall represent the best estimate of the annual prorated building operating expenses for the subject tenancy, including the cost of real property taxes, utilities, insurance and maintenance/repair costs. At each year-end during the Lease Term, the Lessee's proportionate share of the NNN costs and the resulting payments to Lessor shall be compared to the actual NNN building expenses incurred, and the Lessee shall be debited or credited for any variance against actual NNN payments made, which variance shall be applied to the February rent payment each year. The total year expenses shall then become the basis for the following year's NNN estimate, and that forward basis shall be noticed in writing each year on or before January 15 by Lessor to

Lessee.

The parties agree that any annual increase to general NNN expenses during the Lease Term, and Lease Option Terms, shall be capped at THREE PERCENT (3%) per annum, unless directly related to the Lessee's use of the premises.

(iii) Base monthly rent for the first 12 months $7,612.00

(iv) Monthly charge for the estimated NNNs $2,124.75

INITIAL MONTHLY PAYMENT TOTAL: $9,969.75

(10) Rent Payment Commencement Date. The date on which Lessee shall begin paying Lessor Rent shall be the later of: (a) October 1, 2018, excepting the provisions of 4.02 (2) below, or (b) the date which (i) Lessor and Lessee shall have each substantially completed their respective improvements in the Subject Premises, and (ii) the City of Sheridan has issued a Certificate of Occupancy for the Subject Premises not to extend beyond November 30, 2018.

(11) Tenant Improvements. Lessor shall contract with its Architect to produce a floor plan and finish schedule which will specifically identify the improvements to be made by Lessor as part of this Lease and which are acceptable to Lessor and Lessee (hereinafter the "Tenant Improvements").

Lessee and Lessor have agreed to the Tenant Improvement construction schedule, the final design and the budget for the Tenant Improvements, all as described in **"Exhibit C"** attached hereto.

Any substantive alterations to Exhibit C shall be approved by both parties in writing prior to work commencement.

(12) Lessor Improvements. Lessor, at its expense, shall complete those improvements to the Subject Premises to result in a warm shell, which is defined as follows:

Delivered warm shell condition shall generally comprise the fully

modernized improvement of the Subject Premises, common areas and building exterior and grounds, to include but not be limited to modernized heating and cooling services; independently metered main electric and natural gas service installed to the Subject Premises; fire sprinkling/safety equipment installed to code; water and sewer service; signage mounts and electric service, and structural upgrades to floors, walls and roof.

The General Contractor engaged to complete the Lessor Improvements and the Tenant Improvements shall be responsible for conducting and overseeing all improvements in the Subject Premises unless otherwise agreed by the parties._All work shall be done to code by qualified, bonded contractors, and the budget for all such construction shall be approved by both Lessor and Lessee.

(13) In addition to the obligations under this Leas, Lessor or its affiliated entity OBeeJ Sheridan, LLC shall make an investment in the Lessee's business, as per the Operating Agreement for Lessee and its related entity, Big Horn Management, LLC, which Agreements shall be executed by the parties on terms and conditions set forth in Section 24.12, below.

(14) Lessee shall, at its own expense, make additional improvements to the Subject Premises to include installation of all Tenant Improvements and other amenities required by Lessee.

In addition, both Lessee and Lessor shall collaborate on certain elements of the Tenant Improvements ["Splits"] that serve both the Building and the Subject Premises, which Schedule is attached hereto and incorporated by reference as **Exhibit "D"**.

Permanent improvements to the Smith Alley Terrace shall be the sole responsibility of Lessor; non-permanently affixed improvements shall be the responsibility of Lessee.

(15) Parking in the adjoining lot to the west shall be common and unreserved, excepting that Lessee shall be allocated, at no additional cost, seven (7) signed spaces for its use. In addition, Lessee shall be allocated an area equal to an additional four (4) spaces, as needed and agreed by Lessor and Lessee, at no additional cost on which to place grain storage bins and ancillary equipment for its operations. As a condition of providing these

spaces to Lessee, parking for the Building must comply with all local code requirements.

1.02 Each of the forgoing definitions and basic provisions shall be construed in conjunction with and limited by the references thereto in the other provisions of this Lease.

ARTICLE II.
GRANTING CLAUSE

2.01. In consideration of the obligation of Lessee to pay rent as herein provided and in consideration of the other terms, covenants, and conditions hereof, Lessor warrants that it has the legal right to enter into this Lease and hereby demises and leases to Lessee, and Lessee hereby takes from Lessor, the Subject Premises as described in Paragraph 1.01 (5), TO HAVE AND TO HOLD said Subject Premises for the Lease Term specified in Paragraph 1.01 (7), subject to all on the terms and conditions set forth in this Lease and all terms incorporated herein by reference.

ARTICLE III.
SECURITY DEPOSIT

3.01. Security Deposit shall be waived.

ARTICLE IV.
RENT

4.01. Rent and the monthly NNN payments shall begin from the Rental Commencement Date, and shall be payable at the places designated for the delivery of notices to Lessor at the time of payment. Rent and NNN payments may be tendered by Lessee by direct depositing said rent and NNN payments to:

First Interstate Bank, Sheridan, WY
4 South Main, Sheridan, WY 82801
Routing Number: 092901683
Account Number: 1093167788

4.02. (1) Lessee shall pay the base monthly rent and NNN payment to

Lessor in monthly installments in the amounts specified in Paragraph 1.01 (9) above. The first such monthly installments, prorated as necessary by other provisions provided in this Lease, shall be due and payable upon Commencement Date. Subsequent installments shall be due and payable on or before the first day of each succeeding calendar month during the Lease Term; provided that, if the Commencement Date is a date other than the first day of a calendar month, then the rent and the NNN payment for that month shall be pro-rated on the basis of one divided by three hundred sixty five times the sum of the 12 monthly rental payments.

(2) Lessee shall make every good faith effort to secure all necessary permits so as to be open for business on or before the October 1, 2018. Should Lessee not be in possession of required operating licenses by October 1, 2018, all or a portion of the first and second month's rent payments, as necessary, shall be deferred until subject permits are secured, but not later than November 30, 2018, at which time Lessee shall resume its obligation to pay rent presuming an October 1, 2018 Rent Commencement date, as per 4.02 (1). Any deferred rents shall be paid to Lessor by Lessee as an additional payment spread equally over the following next six (6) months.

Lessee shall timely notify Lessor in writing if the first month or second month rent payment is to be deferred for reasons identified above; and, shall notify Lessor in writing to date stamp the receipt of the subject delayed permits or licenses and the Lessee's initiation of rent and deferred rent payment.

(3) Excepting 4.02 (2) above, if any monthly rent payment, and/or monthly NNN payment, required by Paragraph 1.01 (9) is not tendered to Lessor and/or to Lessor, respectively, within five (5) business days after the due date, then the amount of that monthly installment shall be increased by Ten (10%) percent, as a late charge. If any monthly rent payment and/or monthly NNN payment is not tendered to Lessor, plus the applicable late charge, within ten (10) business days after the due date, then such failure shall be considered a Default of this Lease, and subject to the terms and conditions of Article XIX below.

ARTICLE V.
OPERATING EXPENSES

5.01. "OPERATING EXPENSES": As used in this Lease, "Operating Expenses"

or also referred to herein as "Triple Net Fees" or "NNNs" refers to the aggregate of all expenses, costs and disbursements of every kind and nature relating to or incurred or paid during any Operating Period (hereinafter referring to a calendar year, January 1 thru December 31) of the term of this Lease in connection with the operation, maintenance, and management of the building and facilities used in connection therewith, including but not limited to common area maintenance, building insurance, building property taxes, cleaning, routine or scheduled repairs of the a) building, b) electrical equipment and fixtures, c) plumbing fixtures and equipment, and d) HVAC fixtures and equipment. Also included are all common area janitorial services; lawn, landscape, and snow removal.

Specifically excluded from NNNs are capital improvements; capital expenditures; major [exceeding $1,000 per incident] repairs or replacement of the building and HVAC fixtures and equipment; and, repairs of a structural nature. Also excluded from Operating Expenses are any reserves for (a) capital expenditures, (b) capital improvements, (c) major repairs or replacement of the buildings and HVAC fixtures and equipment, and (d) repairs of a structural nature. Operating Expenses shall be pro-rated to the building's condominium units by a calculation of each unit's proportional share of total rentable square footage divided by the building's total rentable square footage. Expenses, costs, and disbursements not specifically included shall deemed to be excluded from NNN.

5.02. For all calculations pursuant to the provisions of this executed Lease, the rentable interior space, as identified in Paragraph 1.01 (5), of the Subject Premises shall be found by the Parties to be hereby acceptable.

The parties hereby accept the Architect's calculation that the subject Commercial Condo represents 65%, more or less, of the building's total rentable space.

5.03. Lessor shall provide all normal maintenance and repair of the roof, exterior walls and the structural portions of the building containing the Subject Premises, and such costs shall not be included in the NNNs. Lessor shall not have any obligation to maintain, repair, or replace any improvements made to the Subject Premises by Lessee.

5.04 Lessee, at its sole cost, shall maintain and repair any tenant improvements installed by Lessee in the Subject Premises, and otherwise

keep the Subject Premises in good order and repair. All workmen, artisan and contractors employed for such purposes shall be specifically approved in writing by the Lessor prior to the commencement of any work valued over $25,000 on the Subject Premises. Such approval will not be unreasonably withheld nor delayed.

ARTICLE VI.
COMMON AREA MAINTENANCE

6.01. The "Common Area" is that part of the Building outside of the Subject Premises, designated by Lessor for the common use of all Lessees, including among other facilities, parking areas, sidewalks, landscaping, curbs, loading areas, private streets and alleys, interior and exterior lighting facilities, as well as the entry lobby of the buildings, interior corridors, stairwells, common rest rooms, and equipment rooms, all of which shall be subject to Lessor's sole management and control, and which shall be operated and maintained by Lessor. For purposes of this Lease and Lessee's rights to use certain common areas, it does not include the foundation, roof, exterior walls and windows or the interior portions of the buildings leased to various Lessees, or common areas in other areas of the building that do not directly benefit the Lessee.

The Smith Alley Terrace area for the purposes of this Lease between the parties shall be treated as common area for the period leased from the City, and its operating expenses [light, maintenance and snow removal] not the responsibility of the City or other party, or not directly paid by Lessee, shall be made part of the Lessee's Triple Net fee calculations. Smith Alley Terrace square footages shall not be included in any Rentable Square Foot calculations or Common Area square footage calculations in this Agreement.

The Smith Alley Terrace area shall be kept clean and orderly by Lessee at all times in keeping with any City regulation of public space.

Notwithstanding anything to the contrary herein above contained, the building shall provide ELEVEN (11) adequate parking areas for use by Lessee's business to be conducted in the Subject Premises and in accordance with applicable zoning ordinances. See also, 101.1 (15.)

Lessee and its employees, customers, sub-lessees, licenses, and concessionaires shall have the non-exclusive right to use the Common

Area as constituted from time to time, such use to be in common with Lessor, other Lessees of the Building and other persons permitted by Lessor to use the same, and subject to such reasonable rules and regulations governing use as Lessor may from time to time prescribe, consistent with this lease and including the designation of specific areas within the parking lot of the Building or in reasonable proximity thereto in which automobiles owned by Lessee, its employees, sub-lessees, licensees, and concessionaires shall be parked. Lessee shall not solicit business or display merchandise within the Common Areas, nor distribute handbills therein, nor take any action, which should interfere with the rights of other persons to use the Common Areas, or to make repair or alterations.

ARTICLE VII.
USE AND CARE OF SUBJECT PREMISES

7.01. The Subject Premises may be used only for a Brewery and Restaurant, and for no other purpose or purposes without the prior written consent of Lessor. Lessee shall operate its business in an efficient, dignified, and respectable manner. Lessee shall maintain hours of operation generally consistent with other restaurant and pub establishments within Sheridan's historic downtown business district.

7.02. Lessee shall not keep anything within the Subject Premises for any purpose that increases the insurance premium cost or that invalidates any insurance policy carried on the Subject Premises or other parts of the Building. All property kept, stored or maintained within the Subject Premises by Lessee shall be at Lessee's sole risk.

7.03. In keeping with its intended use, above, the parties acknowledge Subject Premises will have an active retail presence with music and televised entertainment, and the potential for periodic manufacturing odors and noises. That being understood, Lessee shall not permit any unusually objectionable or unpleasant odors to consistently or permanently emanate from the Subject Premises; nor place or permit any radio, television, loud-speaker, or amplifier inside or outside the Subject Premises where the same can be consistently or permanently heard by other Lessees or from outside the building, nor place any antenna, awning, or other projection on the exterior of the Subject Premises without prior written approval of Lessor; nor take any other action which would constitute a consistent or

permanent nuisance or would disturb or endanger other Lessees of the Building or unreasonably interfere with their use of their respective premises; nor do anything which would tend to injure the reputation of the Building.

Lessee is specifically authorized to the use of the Subject Premises for the distribution ~~and sale alcohol~~. **Landlord acknowledges and agrees that the Tenant may sell alcoholic or malt beverage on the Subject Premises in accordance with W.S. 12-4-103(a)(iii)..**

7.04. Lessee shall procure at its sole expense any permits and licenses required for the transaction of business in the Subject Premises, and otherwise comply with all applicable laws, ordinances and governmental regulations. Notwithstanding the above, the Lessor warrants and covenants that the Subject Premises is properly zoned for use as permitted hereunder and is in compliance with all applicable ordinances, rules, and regulations of the City, State, and Federal Governments as of the commencement date of this Lease.

Lessor shall engage, for compensation, the City of Sheridan for a license and/or encroachment permit to use a portion of the Smith Alley for restaurant and brewery business activity, which activity shall be subject to all public agency review and regulation. Lessor hereby intends to assign the right of use, its benefits and obligations, to the Lessee for the Lease Term, but shall not be held liable if said license/permit is (a) not ultimately made available, or (b) is withdrawn during the Lease Term for reasons outside the Lessor's control.

The Lessor's ability to utilize the Smith Alley shall be part of this Agreement as **"Exhibit B."**

7.05 The Premises is a NON SMOKING premises and smoking of any type, including electronic smoking devices, by any person within the Subject Premises is strictly prohibited. Lessee shall enforce the building's non-smoking policies at all times.

ARTICLE VIII.
REPAIR OF SUBJECT PREMISES

8.01. Lessor shall maintain and keep in good repair the roof, the exterior walls,

windows, doors, and common areas of the building, including sidewalks and parking lot (excluding snow removal of the public sidewalks, alleys and the parking lot which shall be the responsibility of Lessee). Lessor will also repair or replace water and sewer lines, gas lines, electric wiring, heating and cooling ducts wherever located and will make all structural repairs, except that Lessor shall not be required to make any repairs occasioned by the act or negligence of Lessee, its agents, employees, sub-lessees, licensees, and concessionaires.

In the event that the Subject Premises should become in need of repairs required to be made by Lessor hereunder, Lessee shall give immediate written notice thereof to Lessor. Expenses in this paragraph that are considered "capital expenditures", capital improvements or structural in nature pursuant to paragraph 5.01, will be paid by Lessor; and expenses that are normally and reasonably considered "operating expenses" pursuant to paragraph 5.01 will be paid proportionately by all Lessees of the Subject Premises.

8.02. Once Lessee accepts the Subject Premises pursuant to Article I, paragraphs 12 through 15, Lessee shall keep the Subject Premises in good clean condition and shall at its sole cost and expense make all needed repairs and replacements of any and all damages to the Subject Premises created as a result of Lessee's negligent use of the Subject Premises, including keeping water and sewer systems above the floor in operating and functioning condition, except for repairs and replacements required to be made by Lessor under the provision of Paragraphs 5.01 and 8.01 and ARTICLE XV. If any repairs required to be made by Lessee hereunder are not made or reasonable arrangements made for such repairs to be performed within ten (10) days after written notice delivered to Lessee by Lessor, Lessor may at its option make such repairs without liability to Lessee for any loss or damage which may result in its business by reason of such repairs, and Lessee shall pay to Lessor on demand as additional rental hereunder the cost of such repairs plus interest at the rate of ten percent (10%) per annum from the date of payment by Lessor until repaid by Lessee.

ARTICLE IX.
ALTERATIONS

9.01. (1) Lessee shall not make any substantial alterations, additions, or

improvements to the Subject Premises without the prior written consent of Lessor, which consent shall not be unreasonable withheld nor delayed, unless otherwise provided for in the Lease. All alterations, additions, and improvements to the Subject Premises which are made or installed by either party on the Subject Premises shall remain on and be surrendered with the Subject Premises and become the property of Lessor at the termination of the Lease, unless Lessor requests their removal, in which event Lessee shall remove the same and restore the Subject Premises to their original condition at Lessee's expense.

(2) Provided Lessee is not in default in any of the covenants made on its part herein contained, movable equipment and furniture, but not fixtures attached to the building, may be removed at the end of the fully-paid lease term under the condition that any damage to the Subject Premises thereby occasioned be repaired at Lessee's sole cost.

(3) All installations, alterations, additions, betterments, or improvements upon the Subject Premises made by any party, excepting for Lessee's trade fixtures [as herein defined], stock in trade, movable equipment not affixed to the Subject Premises, and furniture, if Lessee is not in default of this Lease, shall, at the expiration or earlier termination of the Lease Term, become the property of the Lessor and shall remain upon and be surrendered with the Subject Premises as part thereof. Lessee's Trade fixtures are defined as: all non-affixed fixturing, mirrors, decorative wall items, restaurant flatware, glasses and plateware, movable kitchen equipment, and other like kind personal property and business effects.

9.02. All construction work done by Lessee within the Subject Premises shall be performed in a good and workmanlike manner, in compliance with all governmental requirements, and in such manner as to cause a minimum of interference with the transaction of business in the Building. Lessee agrees to indemnify Lessor and hold Lessor harmless against any loans, liability or damage resulting from such work, and Lessee shall, if requested by Lessor, furnish bond or other security satisfactory to Lessor against any such loss, liability or damage.

ARTICLE X.
LESSOR'S RIGHT OF ACCESS

10.01. Lessor and/or its representatives shall have the right to enter onto the Subject Premises during normal business hours, unless in an emergency,

for the purpose of inspecting same, or of making repairs to the Subject Premises or making repairs, alterations, or additions to adjacent premises, or of showing the Subject Premises to prospective purchasers, lessees, or lenders.

ARTICLE XI.
SIGNS, ROOF, EXTERIOR WALLS

11.01. Lessor and Lessee shall mutually agree on the location of Lessee's signage, which signage shall comply with all local and state codes and building association bylaws hereafter imposed by Lessor as part of the condominiumization of the building. Signage mounts and electrical service hardware and installation to the signage site[s] shall be the responsibility of the Lessor. Signage messaging expense for the Subject Premises, and signage operation expense, shall be the sole responsibility of Lessee.

Lessee otherwise shall not, without Lessor's prior written consent, make any changes to the exterior walls of the building or install any exterior lighting, decorations, or paintings, or erect or install any signs, permanent window lettering, placards, decorations or advertising media of any type which can be viewed from the exterior of the Subject Premises, without the prior written consent of Lessor, which consent shall not be unreasonably withheld. All signs must comply with Lessor's sign criteria and minimum standards (including design, lettering, materials, mounting method and size) and must be approved in writing by Lessor prior to installation. All signs shall be kept in good condition and in proper operating order at all times.

(2) Lessee shall not erect or place, or cause to be erected or placed, any sign without the prior written consent of Lessor which shall not be unreasonably withheld. Lessee shall be liable to Lessor for any cost or expense incurred by Lessor in removing such sign and for any damage caused by the removal of such sign. Lessor reserves the right, at Lessor's discretion, to permit a sign or signs which deviate from Lessor's then-established sign criteria, and such permission by Lessor to any Lessee or Lessees shall not give rise to any rights in any other Lessee to object thereto or to require Lessor to permit such other Lessee to deviate from the criteria. Nothing contained herein shall limit Lessor's right to modify or amend such criteria from time to time.

(3) Use of the roof, second floor and all areas of the Building not included in

the Subject Premises is reserved to Lessor or its successors or assigns.

ARTICLE XII.
UTILITIES

12.01. Lessor agrees to cause to be provided and maintained the necessary mains, conduits and other facilities necessary to supply basic telephone service, high-speed fiber data lines, electricity, natural gas, and water and sewage service to the Subject Premises. Lessee agrees to pay for the utilities that are separately metered or billed to the Subject Premises.

12.02. Lessee agrees to provide and pay for installation and service for its telephone systems, LAN data cabling (if any), and security/alarm systems (if any).

12.03. Lessor shall not be liable for any interruption whatsoever in utility services not furnished by Lessor, nor for interruptions in utility services furnished by Lessor which interruptions are due to weather, fire, accidents, strikes, riots or acts of war, acts of God, or other causes beyond the control of Lessor, or in order to make alterations, repairs or improvements to the Subject Premises.

ARTICLE XIII.
INDEMNITY AND PUBLIC LIABILITY INSURANCE

13.01. Lessor shall not be liable to Lessee or to Lessee's employees, agents or visitors, or to any other person whomsoever, for any injury to person or damage to property on or about the Subject Premises or the Common Area caused by the negligence or misconduct of Lessee, its employees, sub-lessees, licenses, or concessionaires, or any other person entering the Building under express or implied invitation of Lessee, or arising out of the use of the Subject Premises by Lessee and the conduct of its business therein, or arising out of any breach or default by Lessee in the performance of its obligations hereunder, unless caused by the willful misconduct of Lessor, or by the failure of Lessor to meet the currently-accepted "duty of reasonable care" standard, and Lessee hereby agrees to indemnify Lessor, and to hold them harmless from any loss, expense or claims arising out of such damage or injury.

13.02. Lessee shall procure and maintain throughout the term of this Lease a

policy or policies of insurance, at its sole cost and expense, insuring Lessee (and Lessor, as additional insureds) against all claims, demands or actions arising out of, or in connection with, Lessee's use or occupancy of the Subject Premises, or by the condition of the Subject Premises, the limit of such policy or policies to be in an amount no less than $2,000,000 with respect to injuries to or death of any one person, and in an amount no less than $3,000,000 with respect to any one accident or disaster, and in an amount no less than $1,000,000 with respect to property damaged or destroyed, and to be written by insurance companies authorized to do business in the State of Wyoming. Lessee shall obtain a written obligation on the part of each insurance company to notify Lessor at least ten (10) days prior to cancellation of such insurance. Copies of all policies or duly executed certificates of insurance shall be promptly delivered to Lessor, and renewals thereof as required shall be delivered to Lessor at least (30) days prior to the expiration of the respective policy terms. If Lessee should fail to comply with the foregoing requirements relating to insurance, Lessor may obtain such insurance and Lessee shall pay to Lessor, as applicable, on demand as additional rental hereunder the premium cost thereof plus interest at the rate of ten percent (10%) per annum from the date of payment by Lessor until repaid by Lessee.

13.03. Lessor and Lessee agree and covenant that none shall be liable to another for loss arising out of damage to or destruction of the Subject Premises or contents thereof when such loss is caused by any perils included within standard fire and extended coverage insurance policy of the state in which the Subject Premises is situated; this Lease shall be binding whether or not such damage or destruction be caused by negligence of either party or their agents, employees or visitors. Lessor agrees to carry fire and extended coverages to the extent as may be required by a lender, but in no event less than 80% of the estimated replacement costs of the Building.

13.04. Lessee agrees to pay pro-rata as additional rent its proportionate share of Lessor's cost of carrying General Liability, Fire and Extended Coverage Insurance ("Insurance") on the Building, in such percentage as noted in Article V, Paragraph 5.01 above.

13.05. To the extent that a claim is covered by the injured parties' insurance, the parties release each other from any claims any party has against another.

ARTICLE XIV.
NON-LIABILITY FOR CERTAIN DAMAGES

14.01. Agents and employees of Lessor shall not be liable to Lessee for any injury to person or damage to property caused to the Subject Premises or other portions of the Building arising out of repair or by defect in or failure of equipment, pipes, or wiring, or broken glass; or by the backing up of drains; or by gas, water, steam, electricity, or oil leaking, escaping or flowing into the Subject Premises (except where due to Lessor's willful failure to make repairs required to be made hereunder, after the expiration of a reasonable time after written notice to Lessor of the need for such repairs, or because of Lessor's failure to meet the currently-accepted "duty of reasonable care" standard), nor shall Lessor be liable to Lessee for any loss or damage that may be occasioned by or through the acts or omissions of other Lessees of the Building or of any other persons whomsoever, excepting only duly authorized employees and agents of Lessor.

ARTICLE XV.
DAMAGE BY FIRE OR OTHER CASUALTY

15.01. Lessee shall give immediate written notice to Lessor of any damage caused to the Subject Premises by fire or other casualty.

15.02. In the event that the Subject Premises shall be damaged or destroyed by fire or other casualty insurable under standard fire and extended coverage insurance, and Lessor or Lessee do not elect to terminate this Lease as hereinafter provided, Lessor, as applicable, shall proceed with reasonable diligence and at its sole cost and expense to rebuild and repair the Subject Premises. If the building in which the Subject Premises is located shall be destroyed or substantially damaged by a casualty not covered by Lessor's insurance or be destroyed or rendered untenantable to an extent in excess of fifty percent (50%) of the floor area by a casualty covered by Lessor's insurance, then Lessor or Lessee may elect to either terminate this Lease, or to continue this Lease after Lessor has proceeded to rebuild and repair the Subject Premises. This decision will be made within thirty (30) days after the occurrence of such casualty and if it is determined to rebuild and repair, Lessor, as applicable, shall proceed to do so with

reasonable diligence and at its sole cost and expense.

15.03. Lessor's obligation to rebuild and repair under this ARTICLE XV shall in any event be limited to restoring Lessor's work to conditions which existed prior to the casualty, and Lessee agrees that, promptly after completion of such work by Lessor, it will proceed with reasonable diligence and at its sole cost and expense to rebuild, repair, and restore its furniture, fixtures and equipment.

15.04. During the period from the occurrence of the casualty until after Lessor's and Lessee's repairs as required in Paragraph 15.03 are completed, the base monthly rent and the Operating Expenses and other charges provided for herein shall be eliminated or reduced to such extent as may be fair and reasonable under the circumstances. It is understood and agreed to by the parties that the "circumstances" in the immediately preceding sentence, to which the words "fair and reasonable" refer, may include situations wherein significant portions of the Subject Premises remain effectively and efficiently usable by Lessee, and/or situations wherein insurance coverage is available.

15.05. Lessor shall, from and after the Commencement Date of this Lease, keep the Subject Premises, or the building of which the Subject Premises is a part, as the case may be, including any improvements to the realty which may be made by Lessee to the extent that the same are customarily insurable as a part of the realty and may be covered by Lessor's insurance, insured against loss or damage by fire, lightning and any of the casualties included in the extended coverage and special coverage endorsements, in an amount equal to not less than eighty percent (80%) of the full insurable value thereof, exclusive of the foundation. Lessee agrees to assume the risk for its failure to purchase fire, flood, and extended coverage insurance on its furniture, fixtures and equipment.

ARTICLE XVI.
ASSIGNMENT AND SUBLETTING

16.01. No assignment or sublet or transfer of this Lease may be made without the prior written consent of Lessor, which consent may be withheld in Lessor's sole and absolute discretion. Consent by Lessor to one or more assignments or subletting shall not operate as a waiver of Lessor's rights as to any subsequent assignments and subletting. In the event Lessee

shall sublet any portion of the Subject Premises, the Lessee shall at all times remain fully responsible and liable for the payment of the rent and NNN payments herein specified and for compliance with all of its other obligations under this Lease.

16.02. In the event of the Lessor's election to sell the subject Commercial Condo, then Lessee, if in good standing and during its active Lease Term, shall receive timely advanced written notice of Lessor's intent to sell, which notice shall include Lessor's planned terms and conditions, including the to-be-offered sales price. Lessee shall have five business days from receipt of the written notice to indicate in writing to Lessor its intent to present a formal qualified written purchase offer on the offered property, and an additional five business days to submit said written/executed offer to Lessor.

Lessee shall receive notice of, and the timely first right of refusal on any offer – solicited or otherwise – for the subject Commercial Condo property.

Any right of first refusal shall be satisfied by Lessor's written notice to Lessee of (a) its receipt of a purchase offer from a qualified third party interest, which purchase offer shall be shared with Lessee; *and*, (b) Lessor's acceptance of Lessee's subsequent formal written offer, within 5 business days of Lessor's notice, that meets, without alteration, all terms and conditions of the Lessor's Third Party Purchase Offer.

If no such Lessee offer is received by Lessor in the allotted time, Lessor shall have the right to accept the Third Party Purchase Offer, and proceed with the sale of the Subject Premises.

16.03. In the event of Lessor's transfer and assignment of its interest in this Lease and in the building containing the Subject Premises to a party expressly assuming Lessor's obligations under this Lease, Lessor shall thereby be released from any future obligations or duties hereunder, and Lessee agrees to look solely to such successor in interest of the Lessor for performance of such future obligations and duties. Any security given by Lessee to secure performance of Lessee's obligations hereunder may be assigned and transferred by Lessor to such successor in interest, and Lessor shall thereby be discharged of any further obligation relating thereto.

16.04. Lessee shall not mortgage, pledge or otherwise encumber its interest in this Lease or in the Subject Premises, without the prior written consent of Lessor.

ARTICLE XVII.
PROPERTY TAXES

17.01. As per 7 (ii), Lessee shall be responsible for all property taxes levied by the responsible governmental agencies on the Subject Premises, which obligation shall be satisfied via the agreed Triple Net expense payment process.

In addition, Lessee shall be liable for all taxes levied against personal property and trade fixtures placed by Lessee in the Subject Premises. If any such taxes are levied against Lessor's property and if Lessor elects to pay the same, or if the assessed value of Lessor's property is increased by inclusion or personal property and trade fixtures placed by Lessee in the Subject Premises, and Lessor elects to pay the taxes based on such increase, Lessee shall pay to lessor on demand that part of such taxes for which Lessee is primarily liable hereunder.

17.02. Lessee may, at its option, and at its cost and expense, in the name of Lessor, as applicable, protest, appeal or institute such proceedings as it may consider appropriate to effect a reduction or abatement in any real estate assessment, tax rate, or taxes, and to this end, Lessor shall cooperate fully with Lessee, including without limitation, the furnishing of any dates, documents, information and assistance, and making such appearances as may be reasonably required by Lessee. In the event a refund is obtained for any year in which Lessee contributed towards reimbursement of taxes hereunder, Lessor shall promptly pay Lessee its pro-rata share of such refund or any part thereof from future rentals in the event Lessee is unsuccessful in obtaining a refund, Lessor shall have no liability for Lessee's costs, expenses or fees in attempting to secure such refund.

ARTICLE XVIII.
DEFAULT BY LESSEE AND REMEDIES

18.01. (1) Remedies available to Lessor, in addition to other remedies given in this Lease or under the law, are any one or more of the following if Lessee defaults under this Lease. If the default is not cured within the 10

calendar days, the following remedies may be enforced:

(i) end this Lease, and Lessee shall then surrender the Subject Premises to Lessor;

(ii) enter and take exclusive possession of the Subject Premises and all contents therein, either with or without process of law and remove Lessee, with or without having ended the Lease and without breaching the peace. Lessee waives claims for damages by reason of Lessor's reentry, repossession, or alteration of locks or other security devices and for damages by reason of any legal process;

(iii) alter locks and other security devices at the Subject Premises to restrict Lessee's access thereto;

(iv) In the event of Lessee's default during the first sixty (60) months of this Lease, Lessor may retain all of Lessee's furniture, fixtures, equipment and all personal property including but not limited to all of the kitchen and brewing equipment until such Default is cured. If Default is not cured within sixty (60) days from the date Lessor notifies Lessee or default, Lessor shall have the right to sell all of the furniture, fixtures and equipment, including but not limited to the brewery equipment, boiler/chiller, grain handling equipment, and the like, on terms and conditions that are reasonable. From the net sales proceeds therefrom, Lessor shall be entitled to use such proceeds to pay: (A) the costs of those renovation items more specifically described on **"Exhibit F"**, attached hereto; and (B) the rent owed by Lessee until a replacement tenant is found and begins paying rent to Lessor.

(2) No Surrender: Lessor's exercise of any of its remedies or its receipt of Lessee's keys shall not be considered an acceptance or surrender of the Subject Premises by Lessee. A Surrender must be agreed to in writing signed by both parties, except in the event that Lessee has abandoned the Subject Premises.

(3) Rent: If Lessor ends this Lease or ends Lessee's right to possess the Subject Premises because of a Default, Lessor, or Lessor on behalf of Lessor, may hold Lessee liable for Rent and other indebtedness accrued

to the date the Lease ends. Lessee shall also be liable for the Rent, and other indebtedness that otherwise would have been payable by Lessee during the remainder of the Term had there been no Default, reduced by any sums Lessor, or Lessor on behalf of Lessor, receives by reletting the Subject Premises during the term.

(4) Other Expenses: Lessee shall also be liable for that part of the following sums paid by Lessor and attributed to that part of the Term ended due to Lessee's Default:

(i) reasonable broker's fees incurred by Lessor, or Lessor on Lessor's behalf, for reletting part or all of the Subject Premises prorated for that part of the reletting Term ending concurrently with the then current Term of this Lease:
(ii) the cost of removing and storing Lessee's property;

(iii) the reasonable cost of minor repairs, alterations, and remodeling, necessary to put the Subject Premises in a condition reasonably acceptable to a new Lessee; and

(iv) other necessary and reasonable expenses incurred by Lessor, or Lessor on behalf of Lessor, in enforcing remedies.

(5) Mitigation: Lessor, or Lessor on behalf of Lessor, shall mitigate its damage by making reasonable efforts to relet the Subject Premises on reasonable terms.

18.02. If Lessor or Lessee is required to retain an attorney to enforce or defend their rights under this Lease, then the prevailing party shall be entitled to an award from the other parties of their reasonable attorney fees and all costs and expenses.

ARTICLE XIX.
LESSOR'S LIEN

19.01. For the first sixty months of this Lease, and in addition to the rights set forth in Section 18.01(1)(iv), Lessor shall have a lien on all goods, wares, equipment, fixtures, furniture, and other personal property situated on the Subject Premises and such property shall not be removed therefrom without the consent of Lessor until any arrearage in rent and/or other

sums of money then due to Lessor, as applicable, hereunder shall first have been paid.

ARTICLE XX.
HOLDING OVER

20.01. If Lessee should hold over after the expiration of this Lease, and if Lessee has not previously exercised Lessee's rights and options hereunder to renew and extend this Lease in writing, then Lessee shall be a holdover month-to-month tenant and all relevant provisions of Wyoming State statute shall apply.

ARTICLE XXI.
SUBORDINATION

21.01. Lessee accepts this Lease subject and subordinate to any mortgage, deed of trust, or other lien presently existing on the Subject Premises or the Building as a whole, and to any renewals and extensions thereof; and Lessee agrees to the subordination of this Lease to any such mortgage, Deed of trust or other lien hereafter placed on the Subject Premises or the office building as a whole, and Lessee agrees on demand to execute such further instruments subordinating this Lease as Lessor may request, provided such subordination shall be on the express condition that this Lease shall be recognized by the mortgagee, and that the rights of Lessee shall remain in full force and effect during the term of this Lease so long as Lessee shall continue to perform all of the covenants and conditions of this Lease.

ARTICLE XXII.
OPTION TO RENEW

22.01. Lessee shall have the option to renew and extend this lease for THREE (3) additional periods of FIVE (5) years beginning at midnight on the last day of the Lease Term so long as Lessee is not in default of any condition hereof, by providing Lessor, not less than one hundred-twenty (120) calendar days prior to the expiration of the Lease Term, written notice of its election to renew and extend the Lease for the additional five-year term.

All terms and conditions of this Lease shall remain the same except for the Base rent, which in the First Option Term [2029] shall commence at the

rate equal to the rate in Year 8 of the Initial Lease Term, and thence increase TWO [2%] per year of the First Option Term to reflect inflation. The Second and Third Option Terms shall commence at the rate for the year prior to the beginning of the respective option term and thence increase at TWO [2%] per year of the option term to reflect inflation.

ARTICLE XXIII.
NOTICES

23.01. Wherever any notice is required or permitted hereunder, such notice shall be in writing. Any notice of document required or permitted to be delivered hereunder shall be deemed to be delivered whether actually received or not 3 business days after it is deposited in the United States mail, postage prepaid, certified mail, return receipt requested, hereto at the respective addresses set out in Paragraph 1.01, above, or at such other addresses as they have heretofore specified by written notice delivered in accordance herewith.

23.02. If and when included within the term "Lessor" as used in this instrument there is more than one person, firm or corporation, all shall jointly arrange among themselves for their joint execution of such notice specifying some individual at some specific address for the receipt of notices and payments from Lessee. All parties included within the terms "Lessor" and "Lessee," respectively, shall be bound by notices and payments given in accordance with the provisions of this Article to the same effect as if each had received such notice of payment.

ARTICLE XXIV.
MISCELLANEOUS

24.01. Nothing herein contained shall be deeded or construed by the parties hereto creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, nor shall it be deemed to create any relationship between the parties hereto other than the relationship of Lessor and Lessee. Whenever herein the singular number is used, the same shall include the plural, and words of any gender shall include each other's gender.

24.02. The captions used herein are for convenience only and do not limit or

amplify the provisions hereof.

24.03. One or more waivers of any covenant, term or condition of this Lease by any party shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition. The consent or approval by any party to or of any act by another party requiring such consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act.

24.04. Whenever a period of time is prescribed for action to be taken by any party hereunder, any party shall be liable or responsible for, and there shall be excepted from the computation of any such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, other causes of any kind whatsoever which are beyond the reasonable control of the parties, except payment of rent by Lessee.

24.05. Lessor agrees that Lessee shall perform all of the covenants and agreements herein required to be performed by Lessee, Lessee shall, subject to the terms of this Lease, at all times during the continuance of this Lease have the peaceable and quiet enjoyment and possession of the Subject Premises.

24.06. This Lease contains the entire agreement between the parties, and no agreement shall be effective to change, modify or terminate this lease in whole or in part unless such agreement is in writing and duly signed by the party against whom enforcement of such change, modification or termination is sought.

24.07. Lessee agrees that it will, from time to time on request by Lessor, or Lessor on behalf of Lessor, execute and deliver to Lessor, or Lessor on behalf of Lessor, a statement in recordable form certifying that this Lease is unmodified and in full force and effect, or if there have been any modifications, that the same is in full force and effect so modified.

24.08. The laws of the State of Wyoming shall govern the interpretation, validity, performance, and enforcement of this Lease. If any provision of this Lease should be held invalid or unenforceable, the validity and enforceability of the remaining provisions of this Lease shall not be affected thereby.

24.09. The terms, provisions and covenants contained in this Lease shall apply

to, inure to the benefit of, and shall be binding upon the parties hereto and their respective heirs, successors in interest, and legal representatives, except as herein expressly provided.

24.10. This Lease shall not be recorded in any public record; however, Lessor, upon request of Lessee, shall execute for recording such short form lease as Lessor deems necessary to apprise any interested party of the beginning and terminating dates of this Lease.

24.11 Christopher Pope, a member of Bee Tree Partners, LLC, is a licensed commercial Realtor in the State of Montana.

24.12 This Lease is contingent upon: (A) Lessor receiving an acceptable financing package, at the sole discretion of Lessor *and*, (B) Lessee successfully executing acceptable written Operating Agreements with its investors, at the sole discretion of Lessee, on or before July 15, 2018(herein the "Contingency Deadline"). Lessor and Lessee shall release this contingency not later than July 15, 2018 by executing and delivering to the other party the waiver attached hereto as Exhibit E. If the Lessor and Lessee have not executed the waivers by the Contingency Deadline, then this Agreement in its entirety shall be deemed null, void, and the parties will be excused from any and all obligations incurred herein. The parties may extend the Contingency Deadline by agreeing on or before the Contingency deadline to do so in a writing signed by both parties.

EXECUTED as of the date herein above stated:

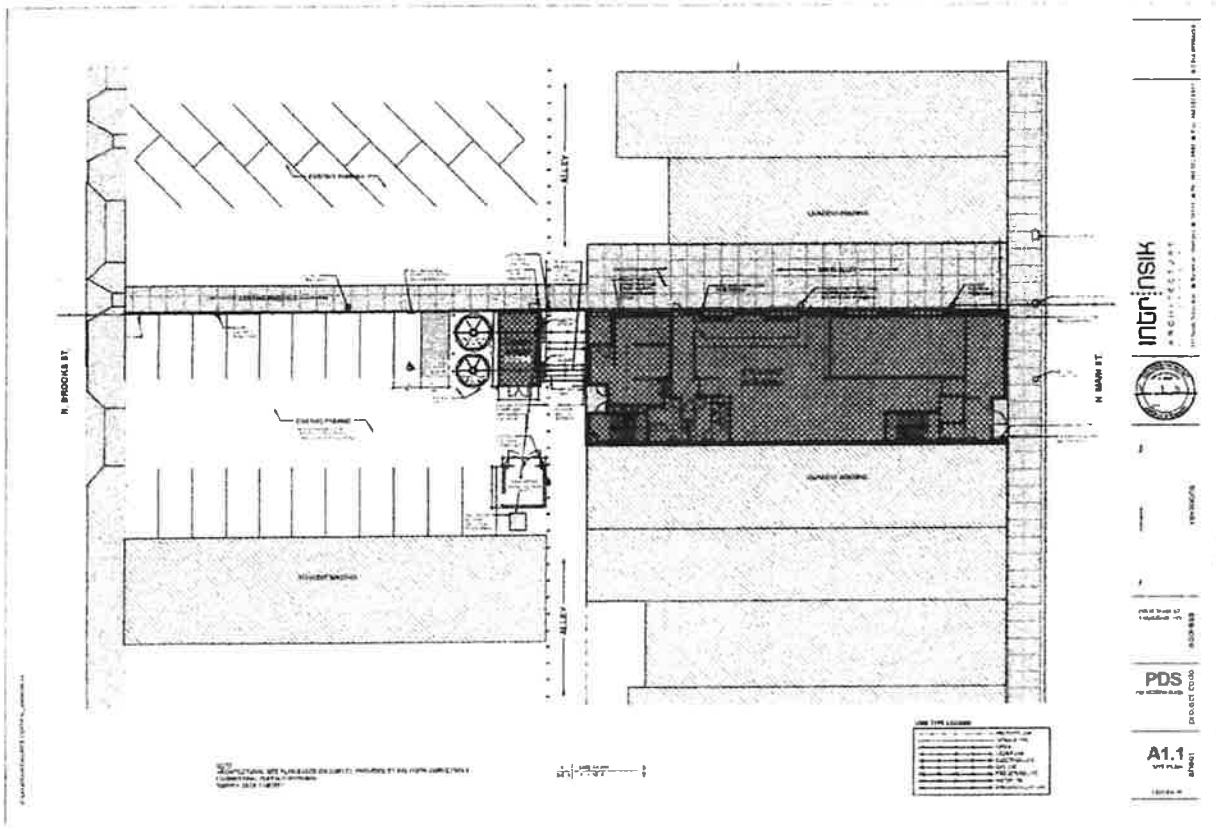
Lessor: Bee Tree Partners, LLC

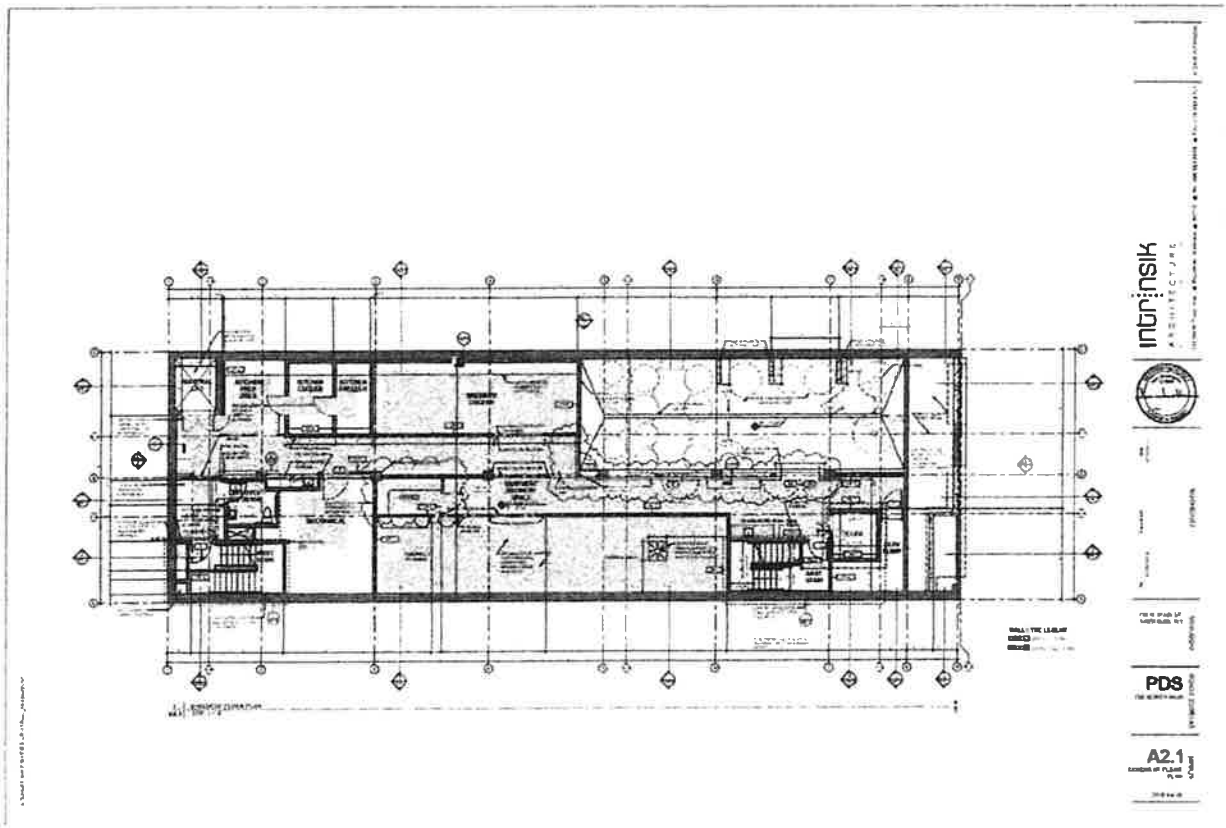
By: Chris Pope
Chris Pope, Member

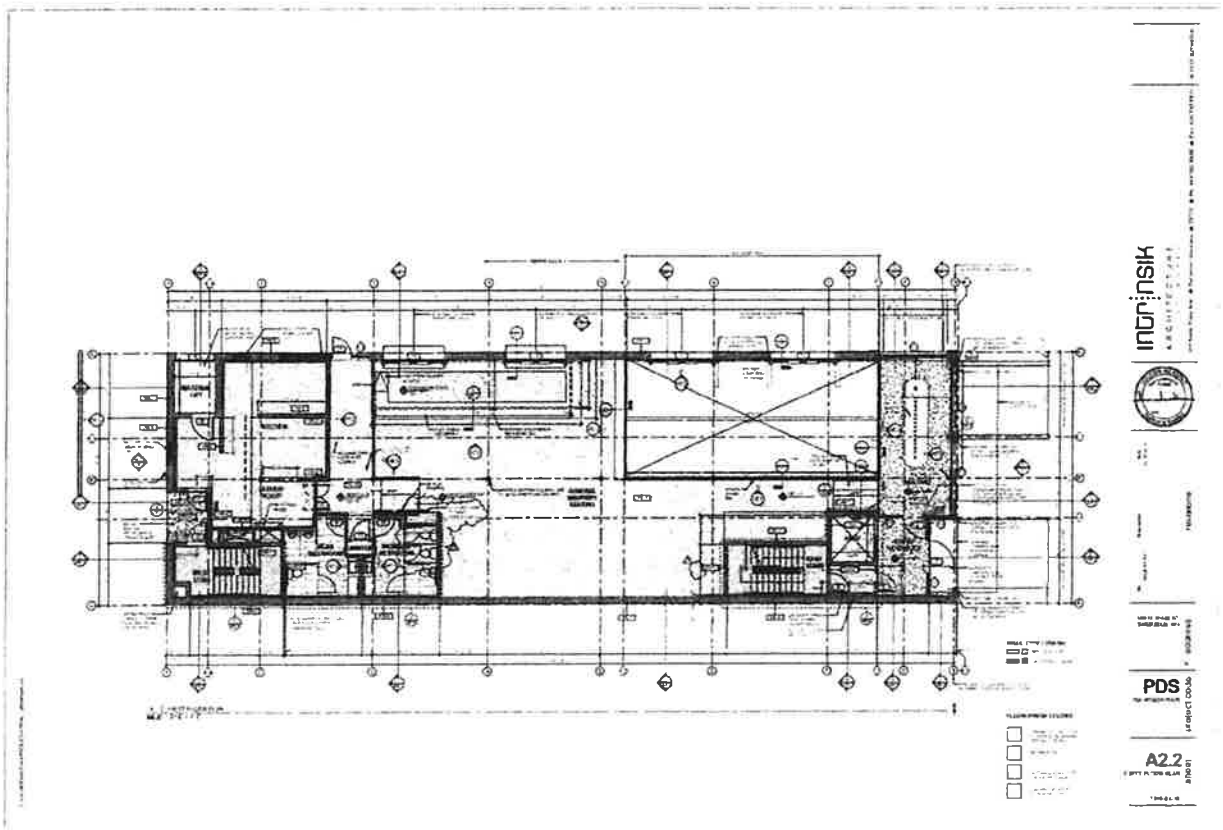
Lessee: Big Horn Public House, ~~LLC~~

By: [signature]
Eric McCormick Manager

EXHIBIT A Subject Premises, Building And Condo Plan




intrinsik
PDS
A2.1


A2.2

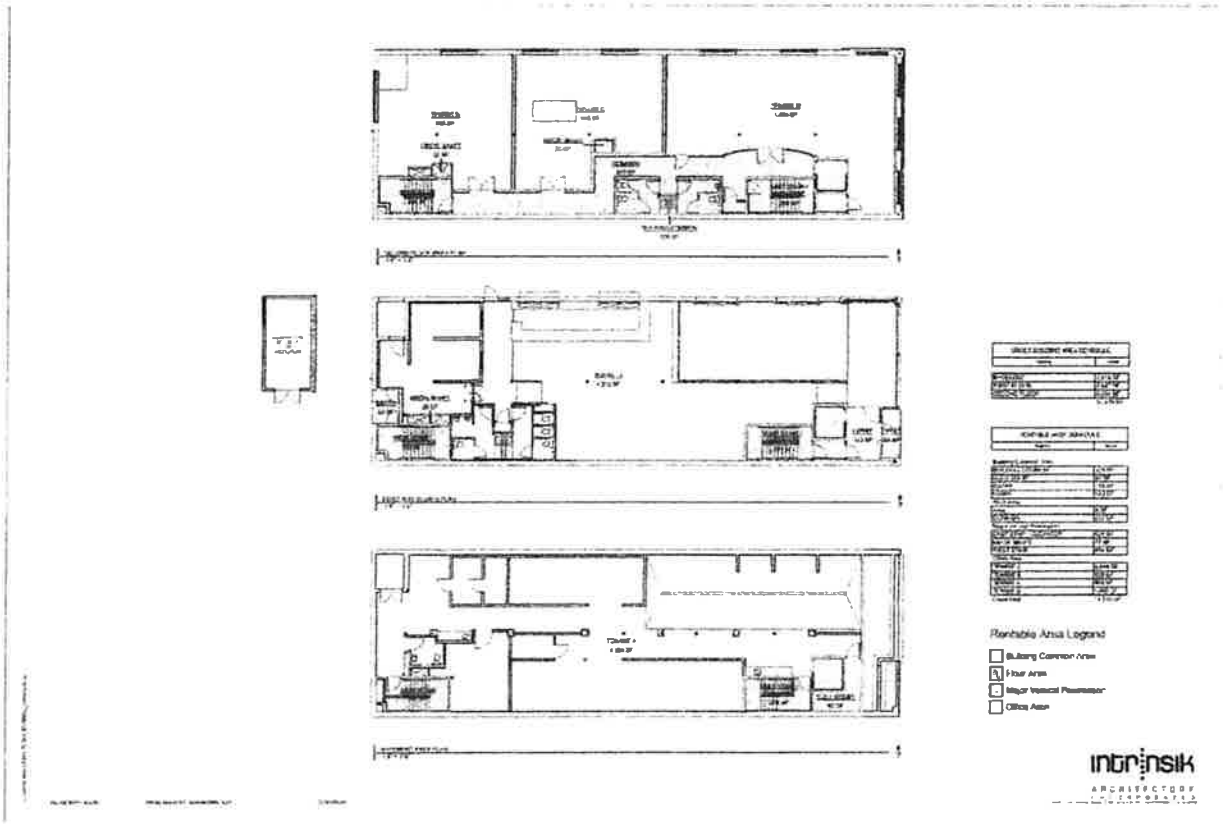


EXHIBIT B Lessor's Smith Alley Agreement with the City of Sheridan

SIDEWALK / ALLEY LICENSE AGREEMENT

THIS AGREEMENT is entered into effective the _____day of May, 2018, by and between the City of Sheridan, Wyoming, a municipal corporation ("City") and Bee Tree Partners, LLC, a Wyoming Limited Liability Company ("Bee Tree").

WHEREAS, Bee Tree owns real property located at 150 North Main, Sheridan, WY 82801, ("Property"); and

WHEREAS, Bee Tree's property is adjacent to an alley and public right of way known as the Smith Street Alley, hereinafter ("Alley") owned by the City of Sheridan; and

WHEREAS, Bee Tree wishes to improve and utilize, at its expense, a portion of the Alley for its business services offered to the public, and the City desires to accommodate the Bee Tree's desired use and deems it to be a significant improvement to the public's enjoyment of the downtown and will be in the public interest.

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

1. **Premises.** The Alley subject to this agreement shall as described portion of the sidewalk and alley adjacent to Bee Tree's Property, described as follows:

> The first 10 feet of the south side of the public space commonly known as Smith Street Alley, which leasehold space shall begin approximately 13 feet west of the northeast corner of the 150 North Main structure and extend westward to approximately 16 feet from the northwest corner of the 150 North Main structure, as per the diagram on Exhibit A, which space shall be improved by the applicant as per the terms and conditions of this Agreement, and according to design drawings made part of this application, whereby the subject sidewalk is physically separated from a permanent parallel ten-foot [10'] public thoroughfare connecting Main Street to the mid-block Alley and the parking lots at Brooks Street (as illustrated on the dimensioned site plan showing the extents of the proposed structure and any subsequent required enclosure, attached hereto as ***Exhibit A***) ["Premises"]

2. **Term.** In consideration of the costs of improvements to be made to the Alley which shall benefit the public, as described below, the initial term of this Agreement shall be for: (a) for so long as the Premises is used in conjunction with seating and enjoyment of the service of food/beverage from the adjacent Property, or (b) ten (10) years from the date this Agreement is fully executed, whichever ends sooner. The agreement shall automatically renew for successive additional terms of two years each provided Bee Tree notices the City in writing, at least 90 days prior to the then-current agreement termination date, of its interest and intention to renew on terms and conditions agreeable to the parties.

3. **Purpose & Improvements.** The parties agree that the Premises are intended to provide an outdoor seating area for patrons' use at Bee Tree's adjacent property. Bee Tree's improvements that benefit the public and use of the Alley are as described and illustrated on **Exhibit A**, attached hereto.

4. **Rent.** In addition to the costs of the improvements to the Alley described herein, Bee Tree shall further pay One and xx/100 Dollars ($1.00) per square foot of the leased premise per month between May 1st and December 1st of each year for the right to use the Premises during the Term. In addition to the rent received City shall receive the economic benefits from the development of the Alley and benefits to the Downtown District. Said benefits are stated goals of significant emphasis to the City per the Downtown Development Authority Ordinance and other Main Street development plans.

a. Costs of improvements and maintenance of the property described in **Exhibit** A will be credited and applied against the rent to be paid to the City as described above.
b. The rentable square footage of the subject Alley leased premises is 950 SF.
c. Rent Commencement Date: the rents shall commence upon completion of the Alley improvements, and

Lessor / Lessee

receipt of all City approvals on those improvements, with an expected start date of May 1, 2019.

5. **Maintenance/Repair.** Bee Tree shall at all times keep the subject Premises clean, maintained and in good repair in at least as good of condition as upon the effective date of this Agreement. City shall not be responsible for cleaning, maintaining, repairing or inspecting the subject Premises during the term of this Agreement.

a. For clarification, snow plowing of the public thoroughfare side the Smith Alley shall be the responsibility of the Bee Tree unless otherwise provided by written agreement of the parties.

b. From time to time, Bee Tree may obtain a special permit to close the Smith Alley for maintenance of the premise or the adjacent business.

6. **Improvements.**

a. Improvements shall be constructed only with prior written approval by the City's Public Works Department;
b. Improvements shall be in compliance with all applicable building codes;

c. Improvements shall be in compliance with City Code specifying site triangles;

d. Improvements shall be in accordance with emergency egress requirements;

e. Improvements shall be consistent with the City of Sheridan's design checklist.

f. The public thoroughfare sidewalk shall not be obstructed by improvements such that less than five feet (5') of unobstructed sidewalk for foot traffic remains.

g. Bee Tree shall be permitted to remove light poles and utility poles located on the premise. Existing outdoor pole lights shall be replaced with appropriate project lighting and electrical fixtures as shown in Exhibit A and approved by the City.

h. Signage shall be approved by the City prior to installation.

7. Utilities

a. The existing City's public electrical power supply shall continue to be used to light the Alley. The parties agree that Bee Tree will reimburse the City for the reasonable cost of that portion of overhead lighting [calculated as: evening operating hours x days in monthly lease term x hourly electricity service rate] that services its subject Alley leasehold space, which reimbursement shall be included as an agreeable monthly charge paid in addition to the rents provided herein.

b. Water service. Bee Tree will supply the water service, at its sole cost, to routinely hose down the public alley – both on the leased space and the public thoroughfare.

8. **Termination.** This agreement may be terminated by the parties for the reasons as follows:

a. The City may terminate upon ninety (90) days written notice to Bee Tree should it deem, for cause, the Agreement no longer serves the public interest.

b. This Agreement may be suspended immediately by the City if it has any public health or safety concern arising from Bee Tree's use of the Premises,

c. If Bee Tree (or the Bee Tree's property adjacent to the Premises) has been convicted of any violation of the City of Sheridan Municipal Code.

d. Prior to termination for cause as listed above, the City must provide written notice of the cause or basis of termination. Should Bee Tree shall have thirty (30) days from the date of receipt of notice to cure the basis for termination.

e. Upon the termination of this agreement, Bee Tree shall remove all equipment from the property within thirty (30) days. Replacement of any public lighting fixtures removed as part of the requirements of this section shall be the responsibility of the City. Bee Tree shall repair any public fixture, structure, improvement, street or sidewalk which was damaged during the term of this agreement excepting normal wear and tear. Should Bee Tree fail to remove property as required herein, all remaining property shall be deemed the property of the City and may be disposed of in any

Lessor Lessee

manner deemed necessary or beneficial to the City. Any costs of removal or disposal shall be paid for and be the responsibility of Bee Tree. Any damage which is not repaired as described herein may be repaired by the City at the City's discretion. Costs of repairs shall be paid for and be the responsibility of Bee Tree. All chargeable costs to Bee Tree shall carry a 10% per annum interest rate if not paid for within thirty (30) days of invoice.

9. **Liability Insurance By Bee Tree.** During the term of the Agreement, Bee Tree shall provide insurance coverage for persons on the Premises for injury, death, damage in an amount not less than one million dollars ($1,000,00.00) per occurrence, and the City of Sheridan will be added as an "Additional Insured" with a waiver of subrogation in favor of the City of Sheridan. A Certificate of Liability Insurance, with the location of the premises, must be provided at the time of signing this agreement and every year thereafter on renewal of the Liability Coverage Policy. City preserves all immunities under Wyoming law pertaining to liability.

10. **Indemnity/Sovereign Immunity.** Bee Tree shall assume the risk of any liability arising from this Agreement and any and all use of the Premises, and Bee Tree 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 sovereign immunity by entering into this Agreement and specifically retain immunity and all defenses available to it as a sovereign pursuant to Wyo. Stat. § 1-39-104(a) and all other law.

11. **No Third Party Beneficiaries.** 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. The rights, duties, and obligations contained in this Agreement shall operate only between parties hereto and shall inure solely to the benefit of the parties to this Agreement. This benefits, rights and obligations of this agreement shall not be assigned, transferred, sold or used by any other party without the written consent of the City. Bee Tree may lease out the subject premises to a tenant in good standing in its adjacent 150 North Main property provided that Bee Tree's lease with its tenant is in writing and does not violate any term, condition or obligation of this Agreement.

12. **Use of Property.** Bee Tree may use the property in any manner which is consistent with the allowed uses of 150 North Main Street per the City of Sheridan Zoning Code. Bee Tree may only use the Alley for dining and entertainment purposes. Bee Tree may apply for a license to serve alcohol as permitted by the City of Sheridan and Wyoming Statute and include the Alley as part of its licenses premises.

13. **Notice.** All notices shall be made in writing and being deemed delivered upon being placed in US first class mail, postage prepaid to the addresses below.

City:
City of Sheridan
ATT: Public Works Director
55 E. Grinnell Plaza
Sheridan, Wyoming 82801

Bee Tree:
Bee Tree Partners, LLC
1508 South Willson Avenue,
Bozeman, MT 59715

With a copy to:
Greg Von Krosigk
Pence and MacMillan
145 North Connor Street, Suite 3
Sheridan, WY 82801

14. **Modifications.** Changes, modifications, revisions or amendments to this Agreement shall only be effective and enforceable if executed in writing and duly authorized by both parties.

3

15. No Waiver. The failure of the Bee Tree 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 Bee Tree may have regarding that specific term or condition nor deemed a waiver of any prior or subsequent breach. If a term in this Agreement is determined to be illegal, then the rest of this Agreement shall remain in full force and effect and shall be binding upon parties.

15. Miscellaneous. The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties, and the venue shall be the Fourth Judicial District, Sheridan County, Wyoming.

CITY OF SHERIDAN:

By: _____
Mayor of Sheridan 6/07/18

ATTEST:

_____
City Clerk

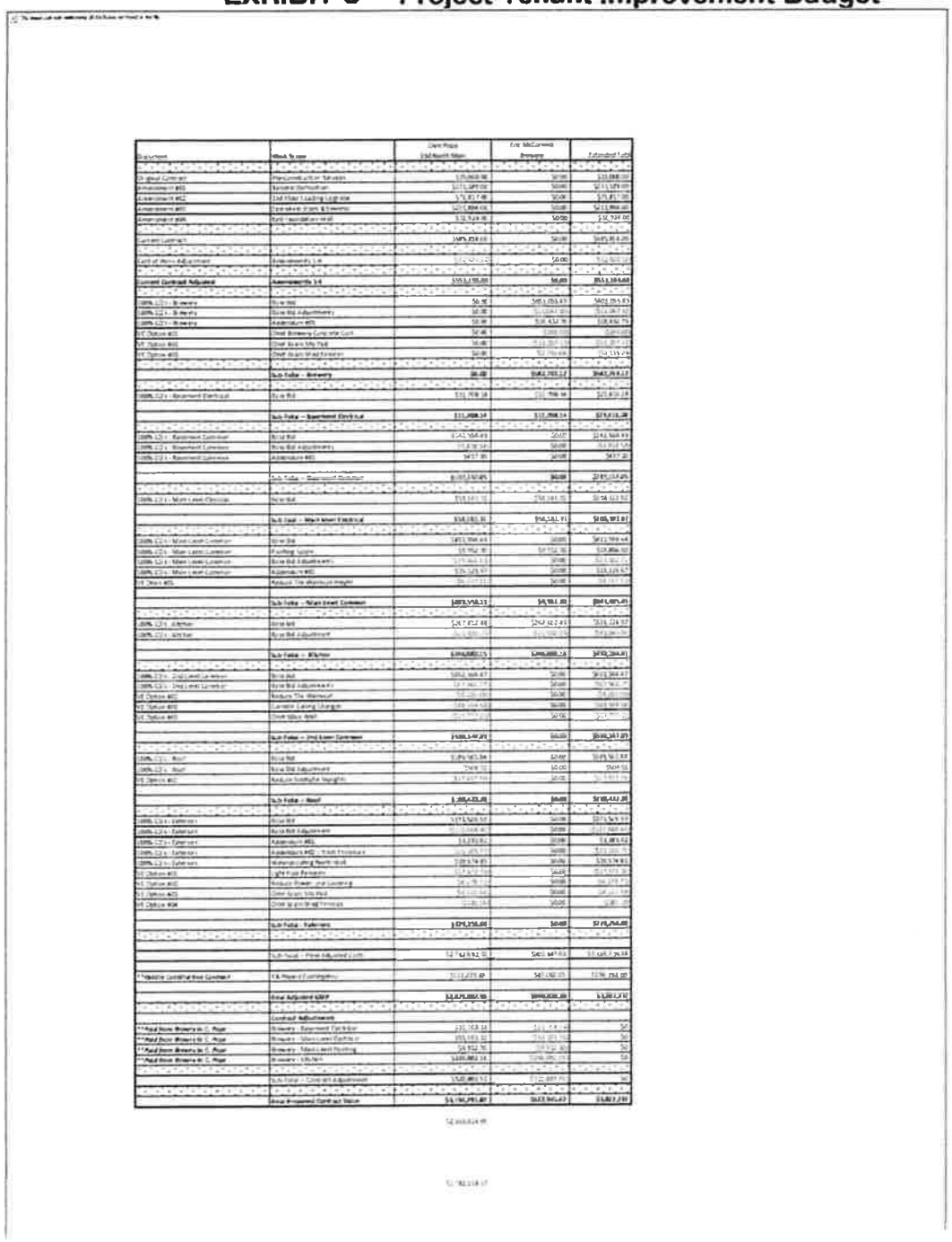
Approved by City Council on: 5/21/2018

BEE TREE:

_____
By: Christopher Pope

Address: Bee Tree Partners, LLC
1508 South Willson Avenue
Bozeman, MT 59715

EXHIBIT C Project Tenant Improvement Budget



Taxes paid in full

Fri, Dec 13



Mike Browne

Mon, Dec 9, 8:06 AM (2 days ago)

to me

Good morning Candace,

It was nice to meet you the other day. Just wanted to inform you that we paid September and October taxes on Friday, which would have us all caught up. Thx

Mike Browne

Managing Partner/Co-owner

Big Horn Public House

(480) 620-4614

BIG HORN PUBLIC HOUSE, LLC.

This detail reflects the current data for the filing in the system.

Print

Name
BIG HORN PUBLIC HOUSE, LLC.

Filing ID
2018-000806690

Type
Limited Liability Company - Domestic

Status
Active

Sub Status
Current

Initial Filing
06/06/2018

Standing - Tax
Good

Standing - RA
Good

Standing - Other
Good

Term of Duration
Perpetual

Formed In
Wyoming

Fictitious Name

Principal Office
172 N Main St Ste 3
Sheridan, WY 82801
USA

Mailing Address
172 N Main St Ste 3
Sheridan, WY 82801
USA

- Additional Details
- History
- Public Notes
- Parties

EXHIBIT D Splits Schedule

Generally, the parties agree to perform their respective base improvements to the Subject Premises as detailed by the Final Project Construction Drawings, dated April 18, 2018, and the associated Lessor's Contractor's Final Budget, dated May 8, 2018, as both are incorporated herein by reference.

Certain elements of the improvements to the Subject Premises shall be the responsibility of the Lessor and Lessee jointly in a "Splits" schedule as follows:

- Lessor and Lessee shall each contribute $246,082.15 of kitchen improvements to the Subject Premises, which improvements are detailed in the contractor's final budget.
- Lessor and Lessee shall each contribute $53,161.31 of Main Floor Electrical improvements to the Subject Premises, which improvements are detailed in the contractor's final budget.
- Lessor and Lessee shall each contribute $11,708.14 of Basement Electrical improvements to the Subject Premises, which improvements are detailed in the contractor's final budget.
- Lessor and Lessee shall each contribute $9,932.30 of Main Floor Painting improvements to the Subject Premises, which improvements are detailed in the contractor's final budget.

EXHIBIT E Contingency Waivers

Lessor's Contingency Waiver

As per section 24.12, Lessor hereby waives its contingency and accepts and adopts the Lease in its entirety.

Lessor Date

Lessee's Contingency Waiver

As per section 24.12, Lessee hereby waives its contingency and accepts and adopts this Lease in its entirety.

Lessee Date

EXHIBIT F Items for Restoration of Premises On Default

- Brewery equipment
  - purchase price $220,947
- Boiler equipment
  - purchase price $28,120
- Grain handling equipment
  - purchase price $41,107
- Glycol chiller
  - purchase price $15,000

Total $305,174

EXHIBIT D Splits Schedule

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EXHIBIT E Contingency Waivers

Lessor's Contingency Waiver

As per section 24.12, Lessor hereby waives its contingency and accepts and adopts the Lease in its entirety.

30 Aug 2018

Lessor Lessee

Lessor Date

Lessee's Contingency Waiver

As per section 24.12, Lessee hereby waives its contingency and accepts and adopts this Lease in its entirety.

Lessee 8/30/18 Date

EXHIBIT F Items for Restoration of Premises On Default

- Brewery equipment
  - purchase price $220,947

- Boiler equipment
  - purchase price $28,120

- Grain handling equipment
  - purchase price $41,107

- Glycol chiller
  - purchase price $15,000

Total $305,174

150 North Main, Sheridan, WY

Commercial Lease Amendment

Date: 9 August, 2018

The parties on this day hereby extend until August 31, 2018 the Contingency Deadline provided in Section 24.12 of their executed Commercial Lease, all other terms and conditions remaining unchanged. Once executed, this Amendment shall be made part of the original Lease terms and conditions.

Lessor: **Bee Tree Partners, LLC**

By _____
Chris Pope, member

Lessee: **Big Horn Public House, LLC**

By _____
Eric McCormick, manager

igiSign Verified: 26541DF2-0DC5-4A37-8075-A66425801AD7

COMMERCIAL LEASE AMENDMENT
150 North Main Street, Sheridan, WYO

THE LEASE by and between Bee Tree Partners, LLC [Lessor], and Big Horn Public House, LLC [Lessee] as executed on 18 June, 2018 is hereby Amended this date, as follows:

- RENT SCHEDULE By this Amendment, the parties agree to the following Rent Schedule modification for the Years 2021 through 2024. Remaining years in the Initial Lease term remain unchanged.

  RENT SCHEDULE

- MONTHLY LEASE PAYMENTS Lease payments comprise the Rent and the Triple Net payment components, as per the Lease.

Rent Payment/Mo	+	NNN	=	Total

Note: NNN Payments shown above are subject to annual adjustment, as per the Lease.

All other original Lease terms and conditions not shown to be amended by this agreement shall remain unchanged and in effect.

Lessor: Bee Tree Partners, LLC By: Bee Tree Partners, LLC, Christopher Pope, member
Date: 06-18-2021

Lessee: Big Horn Public House, LLC By: Michael Browne, Managing Partner
Date: 06-23-2021

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

Clerk

MEMORANDUM

RE: Discussion of Ownership Transfer of Restaurant Liquor License #12 from KMR Enterprises, LLC to KiMR Enterprises, LLC (Cowboy Café) - City Clerk Ashlee Foster

From: Ashlee Foster, City Clerk

To: City Council

Date: 01/12/2026

Recommendation:

City staff recommend approval of the Liquor License Transfer Application for Cowboy Café. All required documents have been received, reviewed, and approved by the Wyoming Liquor Division, and the application has also undergone internal review by the Fire Department, Police Department, and Planning Division. The application is complete and ready for Council consideration. This transfer is administrative in nature, as only the applicant entity is changing; ownership and operational control will remain the same.

Background:

Cowboy Café was transferred to KMR Enterprises, LLC in October 2025. During the transition, KMR was affected by the federal government shutdown and was unable to obtain the required tax documentation. Because "KMR" is a commonly used business name, the applicant's filings required manual review, which was not being processed during the shutdown. When the applicant resubmitted under KiMR Enterprises, LLC, the system automatically verified the information and the sale proceeded under that entity. As a result, the applicant is now requesting to transfer the license from KMR to KiMR, and KMR Enterprises, LLC will be dissolved upon completion of the transfer.

A new lease will be executed with KiMR Enterprises, LLC once the transfer is approved.

Although the City and the State discussed whether an administrative transfer might be sufficient, the change is from one full LLC entity to a different LLC entity. Because this constitutes a complete change in applicant entity, a full transfer application and public hearing are required.

Attachments

Cowboy Cafe Transfer Application

(May 2025)

NEW OR RENEWAL LIQUOR LICENSE OR PERMIT APPLICATION

(State of Wyoming-County and Municipal Jurisdictions)

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

CLERK SECTION: Completed by City / Town / County Clerk

Local License # 12

Filing In Jurisdiction:

☐ CITY or TOWN OF: Sheridan, WY

☐ COUNTY OF: Sheridan

Date filed with clerk: 12 / 4 / 2025

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

01 / 07 / 2026 & 01 / 14 / 2026

Public Hearing Date: 01 / 19 / 2026

Fees

Annual License Fee: $_____

Prorated License Fee: $_____

Transfer Fee: $ 100.00 ✓

Publishing Fee: $ 90.00 ✓

Publishing Fee Direct Billed to Applicant: ☐

License Term: 01 (Month) / 20 (Day) / 2026 (Year) Through 12 (Month) / 31 (Day) / 2026 (Year)

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): KiMR Enterprises LLC

Doing Business As (DBA) / Trade Name: Cowboy Café

Building to be licensed / Building Address: 138 N. Main ST
(Address Number, and Suite or Unit Number, and Street or Road Name)

Sheridan (City) WY (State) 82801 (Zip) Sheridan (County)

Local Mailing Address: PO Box 645
(Address Number or PO Box, and Suite or Unit Number, and Street or Road Name)

Sheridan (City) WY (State) 82801 (Zip) Sheridan (County)

Business Telephone Number: 801-381-0908 Fax Number: _____

Business E-Mail Address: _____

Business Primary Contact: Kimberlee (First Name) Franklin (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: KMR Enterprises LLC

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

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

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

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

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

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

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

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

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

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

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

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

☐ Other:

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

☐ SEASONAL

☐ NON-OPERATIONAL / PARKED

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

DAYS OF WEEK OF OPERATION: from Mon-Tues & Th-Sun ☐ 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 / 2035; 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 there within.

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

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

(a) Hold any interest in the license/permit applied for? ☐ YES ☒ NO

(b) Furnish by way of loan or any other money or financial assistance for purposes hereof in the business? ☐ YES ☒ NO

(c) Furnish, give, rent or loan any equipment, fixtures, interior decorations or signs other than standard brewery or manufacturer's signs? ☐ YES ☒ NO

(d) **If the answer was YES to any of the above questions**, attach a written explanation and copies of any documents in connection there within.

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

NA **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.**

NA **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

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

(a) Gross sales figures and percentages of income derived from:

(Line 1) Liquor Sales: $_____ (_____%)

(Line 2) Food Sales: $_____ (_____%)

(Line 1 + Line 2 must = Line 3) (Line 3) Gross Sales: $_____ (_____%)

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

(a) Gross sales figures and percentages of income derived from:

(Line 1) Liquor Sales: $_____ (_____%)

(Line 2) Food Sales: $_____ (_____%)

(Line 3) Entertainment Sales: $_____ (_____%)

(Line 1 + Line 2 + Line 3 must = Line 4) (Line 4) Gross Sales: $_____ (_____%)

NA **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.**

NA **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.**

NA **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.

NA **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

NA **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

NA **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.**

NA

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?	Have you been convicted within the previous 10 years of: Any Violation under Wyoming law relating to the sale or manufacture of Alcoholic Liquor or Malt Beverages?
N/A - LLC				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

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

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

List below: Each Officer, Director, stockholder, legal entity or member holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock or ownership of the corporation, limited liability company, limited liability partnership, or limited partnership.

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

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

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip ***DO NOT LIST PO BOXES***	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock or Ownership Held	Have you been convicted within the previous 10 years of: Any Felony under Wyoming law?	Have you been convicted within the previous 10 years of: Any Violation under Wyoming law relating to the sale or manufacture of Alcoholic Liquor or Malt Beverages?
Kim Franklin				less than 1 yr	33.4	YES ☐ NO ☒	YES ☐ NO ☒
Maile Keone				"	33.3	YES ☐ NO ☒	YES ☐ NO ☒
Ryan Franklin				"	33.3	YES ☐ NO ☒	YES ☐ NO ☒
						YES ☐ NO ☐	YES ☐ NO ☐

REQUIRED ATTACHMENTS:

FILING FOR: NEW, OR ANY TYPE OF TRANSFER

- [x] A statement indicating the financial condition and financial stability of the Applicant. W.S. 12-4-102(a)(vi).
- [x] If Filing For a Transfer of Ownership: Attach a form of assignment from the current licensee assigning the current license or permit to the new Applicant. W.S. 12-4-601(b).
- [x] A copy of any lease agreement(s). W.S. 12-4-103(a)(iii)
- [x] 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)
- [N/A] If food and beverage services will be contracted or subcontracted attach a copy of the contract or lease agreement. W.S. 12-4-201(m) / W.S. 12-4-301(e) / W.S. 12-4-403(b)
- [N/A] 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)
- [N/A] If filing for a Microbrewery Permit or Winery Permit: Attach a copy of the approved Federal TTB Permit.
- [N/A] 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.

N/A **FILING FOR: RENEWAL**

- ☐ A copy of any new or updated lease agreement(s) if not currently on file with the Licensing Authority. W.S. 12-4-103(a)(iii)
- ☐ Bar & Grill and Restaurant liquor license Applicants: Attach a copy of the current Food Service Permit or the approved permit application for the Applicant and for the licensed building location. 12-4-413(a) / W.S. 12-4-407(a)
- ☐ If food and beverage services will be contracted or subcontracted attach a copy of the contract or lease agreement if the agreement on file with the Licensing Authority is not current. W.S. 12-4-201(m) / W.S. 12-4-301(e) / W.S. 12-4-403(b)

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

Requires signatures by:

***ALL** Individuals, **ALL** Partners, **ONE (1)** LLC Member, or **TWO (2)** Corporate Officers or Directors except that if all the stock of the corporation is owned by **ONE (1)** individual then that individual may sign and verify the application upon his oath, or **ONE (1)** Officer or Director, or Member of an Organization or Association.*

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

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

STATE OF WYOMING)
COUNTY OF Sheridan) *SS.*

Signed and sworn to before me on this 4th day of December, 2025 that the facts alleged in the foregoing instrument are true by the following:

	(Signature)	(Printed Name)	Title
1)		Ryan K. Frankfather	Member
2)			
3)			
4)			
5)			

ASHLEE FOSTER
NOTARY PUBLIC
STATE OF WYOMING
COMMISSION ID: 167498
MY COMMISSION EXPIRES: 09/15/2028
(SEAL)

Witness my hand and official seal: Ashlee Foster
Signature of Notary Public

My commission expires: 9·15·2028

Little Horn STATE BANK

November 18, 2025

RE: KiMR Enterprises, LLC

To whom it may concern:

This letter confirms KiMR Enterprises LLC has the following active account with Litte Horn State Bank that is in good standing:

Account Name	KiMR Enterprises LLC
Account Number	
Routing Number	

Should you need anything further, please do not hesitate to contact us.

Sincerely,

Nikki Kendrick
Customer Service Officer

DigiSign Verified - 92722182-7b3f-4df9-81ca-5078badf620e

City of Sheridan

Attn: City Clerk

DATE 12/1/2025

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

Dear Sheridan City Council,

We, Kimberlee Franklin, Maile Keone and Ryan Franklin, members of KMR Enterprises LLC, authorize the transfer of the Restaurant Liquor License from KMR Enterprises LLC to KiMR Enterprises LLC, a Wyoming Limited Liability Company (the shareholders of which will remain the same and include: Kimberlee Franklin, Maile Keone and Ryan Franklin).

Please allow Kimberlee Franklin to continue to place liquor orders under KMR Enterprises LLC effective immediately until the license is transferred to KiMR Enterprises, LLC.

KMR Enterprises LLC	KiMR Enterprises LLC
Kimberlee Franklin Kimberlee Franklin KMR Enterprises LLC	Kimberlee Franklin Kimberlee Franklin KiMR Enterprises LLC
Maile Keone Maile Keone KMR Enterprises LLC	Maile Keone Maile Keone KiMR Enterprises LLC
Ryan K Franklin Ryan Franklin KMR Enterprises LLC	Ryan K Franklin Ryan Franklin KiMR Enterprises LLC

DigiSign Verified - 92722182-7b3f-4df9-81ca-5078badf620e

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 KiMR 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.

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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.

DigiSign Verified - 92722182-7b3f-4df9-81ca-5078badf620e

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:
KiMR Enterprises, LLC
Kimberlee Franklin, Member

Kimberlee Franklin

Lessor:
RK-WY Holdings, LLC
Ryan K Franklin, Member

Ryan K Franklin

Issued by:

WYOMING DEPARTMENT OF AGRICULTURE
CONSUMER HEALTH SERVICES
2219 CAREY AVE
CHEYENNE, WY 82002

EQUAL OPPORTUNITY IN EMPLOYMENT AND SERVICES

Retail Food

ACCOUNT # 14409

Whereas this party has made application for the licenses listed below in the State of Wyoming according to the law and agrees to comply with all laws, rules and regulations thereto, including the payment of all required fees, there is hereby issued to the applicant this license. This license is not transferable and, unless revoked, shall expire on the date indicated below.

Issued to:

COWBOY CAFE
138 N MAIN ST
SHERIDAN, WY 82801

KIMR ENTERPRISES, LLC
KIMR ENTERPRISES, LLC
PO BOX 645
SHERIDAN, WY 82801

EXPIRATION DATE:
9/16/2026

Director of Dept. of Ag

THIS LICENSE MUST BE CURRENT AND POSTED CONSPICUOUSLY AT THE PHYSICAL LOCATION

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

Clerk

MEMORANDUM

RE: Discussion of Ownership Transfer of Retail Liquor License #07 from Penalty Box LLC to The Ice Haus LLC - City Clerk Ashlee Foster

From: Ashlee Foster, City Clerk

To: City Council

Date: 01/12/2026

Recommendation:

City staff recommend approval of the Liquor License Transfer Application for the Penalty Box Bar. All required documents have been received, reviewed, and approved by the Wyoming Liquor Division, and the application has also undergone internal review by the Fire Department, Police Department, and Planning Division. The application is complete and ready for Council consideration.

Background:

Penalty Box LLC is requesting a transfer of its liquor license to Ice Haus LLC. This transfer is administrative in nature, as ownership and operational control will remain unchanged. The purpose of the transfer is to streamline tax preparation and business operations for the entity owner.

A lease was previously submitted during renewals showing Ice Haus LLC leasing to Penalty Box LLC; however, once the transfer is approved, that lease will no longer be needed and will be considered invalid.

Although both the City and the State explored whether an administrative transfer could be sufficient, the change is occurring from one complete LLC entity to an entirely different LLC entity. Because this represents a full change in applicant, a standard transfer application and a public hearing are required.

Attachments

Penalty Box Transfer Application

(May 2025)

NEW OR RENEWAL LIQUOR LICENSE OR PERMIT APPLICATION

(State of Wyoming-County and Municipal Jurisdictions)

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

CLERK SECTION: Completed by City / Town / County Clerk | Local License # 07

Filing In Jurisdiction:

☑ CITY or TOWN OF: Sheridan, City of

☑ COUNTY OF: Sheridan County

Fees

Annual License Fee: $ _____

Prorated License Fee: $ _____

Transfer Fee: $ 100.00 ✓

License Term: 01 (Month) / 20 (Day) / 26 (Year) Through 12 (Month) / 31 (Day) / 2026 (Year)

Date filed with clerk: 12 / 4 / 2025

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

01/07/2026 & 01/14/2026

Public Hearing Date: 01 / 19 / 2026

Publishing Fee: $ 90.00 ✓

Publishing Fee Direct Billed to Applicant: ☐

Fire Inspection $100.00 ✓

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): The Ice Haus LLC

Doing Business As (DBA) / Trade Name: Penalty Box Bar

Building to be licensed / Building Address: 412 Whitney Lane
(Address Number, and Suite or Unit Number, and Street or Road Name)
Sheridan (City) WY (State) 82801 (Zip) Sheridan (County)

Local Mailing Address: PO Box 726
(Address Number or PO Box, and Suite or Unit Number, and Street or Road Name)
Sheridan (City) WY (State) 82801 (Zip) Sheridan (County)

Business Telephone Number: (303) 419-0782 Fax Number: —

Business E-Mail Address: hannah@jcdodgeconstruction.com

Business Primary Contact: Chris (First Name) Medved (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: Penalty Box LLC

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

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

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

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

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

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

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

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

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

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

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

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

☐ Other:

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

☐ SEASONAL

☐ NON-OPERATIONAL / PARKED

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

DAYS OF WEEK OF OPERATION: from TUES to SUN ☐ Every Day (Mon-Sun)

HOURS OF OPERATION: from 11AM to 9PM ☐ 24 Hours a Day

(May 2025)

ALL APPLICANTS MUST COMPLETE QUESTIONS 1- 3

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

Does the Applicant own or lease the licensed building?

(a) The Applicant **OWNS** the licensed building. ☒ YES (own)

(b) The Applicant **LEASES** the licensed building. ☐ YES (lease)

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

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

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

(ii) The lease term information is located on page(s)_____paragraph(s)_____.

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

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

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

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

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

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

(b) If the answer was **YES to 2(a)** above, attach a written explanation and copies of any documents in connection there within.

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

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

(a) Hold any interest in the license/permit applied for? ☐ YES ☒ NO

(b) Furnish by way of loan or any other money or financial assistance for purposes hereof in the business? ☐ YES ☒ NO

(c) Furnish, give, rent or loan any equipment, fixtures, interior decorations or signs other than standard brewery or manufacturer's signs? ☐ YES ☒ NO

(d) **If the answer was YES to any of the above questions**, attach a written explanation and copies of any documents in connection there within.

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

NA **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.**

NA **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

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

(a) Gross sales figures and percentages of income derived from:

(Line 1) Liquor Sales: $_____ (_____%)

(Line 2) Food Sales: $_____ (_____%)

(Line 1 + Line 2 must = Line 3) (Line 3) Gross Sales $_____ (_____%)

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

(a) Gross sales figures and percentages of income derived from:

(Line 1) Liquor Sales: $_____ (_____%)

(Line 2) Food Sales: $_____ (_____%)

(Line 3) Entertainment Sales: $_____ (_____%)

(Line 1 + Line 2 + Line 3 must = Line 4) (Line 4) Gross Sales: $_____ (_____%)

NA **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 expanded 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.**

NA **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.**

NA **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.

NA **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

NA **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

NA **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.**

NA

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?
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

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

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

List below: Each Officer, Director, stockholder, legal entity or member holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock or ownership of the corporation, limited liability company, limited liability partnership, or limited partnership.

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

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

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip ***DO NOT LIST PO BOXES***	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock or Ownership Held	Have you been convicted within the previous 10 years of: Any Felony under Wyoming law?	Any Violation under Wyoming law relating to the sale or manufacture of Alcoholic Liquor or Malt Beverages?
Christopher Medved				3	100%	YES ☐ NO ☒	YES ☐ NO ☒
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐

(May 2025)

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. 12-4-601(b).

N/A ☐ A copy of any lease agreement(s). W.S. 12-4-103(a)(iii)

N/A ☐ 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)

N/A ☐ If food and beverage services will be contracted or subcontracted attach a copy of the contract or lease agreement. W.S. 12-4-201(m) / W.S. 12-4-301(e) / W.S. 12-4-403(b)

N/A ☐ 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)

N/A ☐ If filing for a Microbrewery Permit or Winery Permit: Attach a copy of the approved Federal TTB Permit.

N/A ☐ 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

N/A ☐ 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)

N/A ☐ 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)

N/A ☐ If food and beverage services will be contracted or subcontracted attach a copy of the contract or lease agreement if the agreement on file with the Licensing Authority is not current. W.S. 12-4-201(m) / W.S. 12-4-301(e) / W.S. 12-4-403(b)

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

Requires signatures by:

ALL Individuals, ALL Partners, ONE (1) LLC Member, or TWO (2) Corporate Officers or Directors except that if all the stock of the corporation is owned by ONE (1) individual then that individual may sign and verify the application upon his oath, or ONE (1) Officer or Director, or Member of an Organization or Association.

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

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

STATE OF WYOMING)
COUNTY OF Sheridan) *S.S.*

Signed and sworn to before me on this 4th day of December 2025 that the facts alleged in the foregoing instrument are true by the following:

	(Signature)	(Printed Name)	Title
1)	Curt S Medved	Curt's Medved	owner
2)			
3)			
4)			
5)			

ASHLEE FOSTER
NOTARY PUBLIC
STATE OF WYOMING
COMMISSION ID: 167498
MY COMMISSION EXPIRES: 09/15/2028
SEAL

Witness my hand and official seal: Ashlee Foster
Signature of Notary Public

My commission expires 9/15/2028

First Northern Bank
of WYOMING

12/4/2025

To: Whom It May Concern,

The following routing and account number is for The Ice Haus LLC, for verification of good standings at First Northern Bank of Wyoming.

Routing #: 102300459
Checking Acct.

If you need any further information, please feel free to contact us at (307)673-7777.

Thank you,

Erin Legerski
Branch Service Representative-Lead
First Northern Bank of Wyoming
29 N. Gould| Sheridan, WY | 82801
Main Bank Phone: 307.673.7777 | Direct Line: 307-675-2133 | Fax: 307.673.1827
elegerski@firstnorthern.bank| http://www.firstnorthern.bank

City of Sheridan

Attn: City Clerk

Date: 12/22/2025

RE: Request for Assignment of the Restaurant Liquor License – Penalty Box LLC

Dear Sheridan City Council,

I, Christopher Medved, sole owner of Penalty Box LLC, authorize the transfer of the Retail Liquor License from Penalty Box LLC to The Ice Haus LLC, a Wyoming Limited Liability Company (The sole member of which will remain the same: Christopher Medved).

Please allow Christopher Medved to continue to place liquor orders under Penalty Box LLC effective immediately until the license is transferred to The Ice Haus LLC

Penalty Box LLC	The Ice Haus LLC
Christopher Medved Penalty Box LLC	Christopher Medved The Ice Haus LLC

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:	PENALTY BOX LLC
Common Name (doing business as):	PENALTY BOX BAR
Street Address:	412 WHITNEY LN, SHERIDAN, WY 82801
Phone #:	303 419 0782 (Chris)

Planned Operations:

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

Hours of Operation	
Monday:	CLOSED
Tuesday:	11 - 9
Wednesday:	11 - 9
Thursday:	11 - 9
Friday:	11 - 9
Saturday:	11 - 9
Sunday:	11 - 9

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:

The Penalty Box is the full service bar with a small retail case located in the Ice Haus Eatery.

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:

_____

_____

_____

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

If yes, name of catering company? PENTALY BOX DBA LLC

City of Sheridan - Liquor License Operation Plan

Security/Crowd Control/Capacity Limits

The official occupancy limit for our business is: 300

In order to comply with our occupancy limits we shall:

Our bartender will be responsible for insuring capacity limits are maintained

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:

All bartenders are trained and knowledgable about all establishment rules and regs. Owner/Manager is available during all open times and can address any situation or provide clarity on rules & regulations.

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:

Only hire those 21+. Require all tenants to acknowledge all rules + reg for the bar area including our policy limiting patrons & staff under 21 from entering the bar area. Maintain an "On-this-day" calendar for easy date reference.
Not accept veetical IDs, regardless of date.
Post 3" We ID" notices
ID all who look under 40.

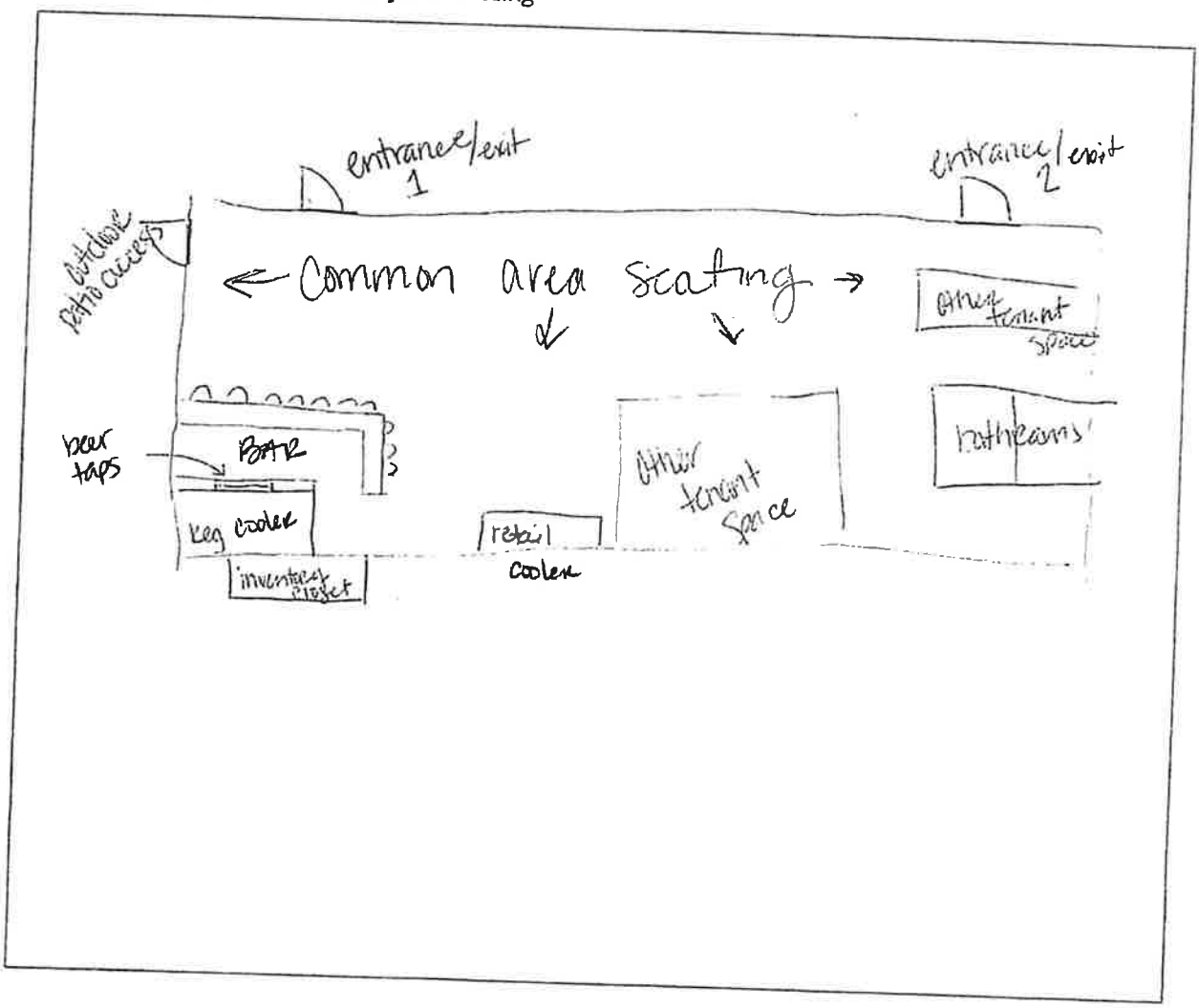
City of Sheridan - Liquor License Operation Plan

Building/Establishment Details:

What is the current zoning for your establishment: Mixed Use (PUD-B1)

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

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



City of Sheridan - Liquor License Operation Plan

Final Acknowledgment

Name as it appears on license:	Penalty Box LLC - Ownership Transfer to The Ice Haus LLC
License Renewal Year:	Transfer of Ownership (Non-Renewal)

- 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.

Chris Medved — **Signature of License Holder**

12/4/25 — **Date Signed**

Chris Medved — **Printed Name of License Holder**

STATE OF WYOMING * SECRETARY OF STATE
BUSINESS DIVISION

Herschler Bldg East, Ste.100 & 101, Cheyenne, WY 82002-0020
Phone: 307-777-7311 · Website: https://sos.wyo.gov · Email: business@wyo.gov

Filing Information

Please note that this form CANNOT be submitted in place of your Annual Report.

Name	**The Ice Haus LLC**		
Filing ID	**2021-000983956**		
Type	Limited Liability Company	Status	Active

General Information

Old Name		Sub Status	Current
Fictitious Name		Standing - Tax	Good
		Standing - RA	Good
Sub Type		Standing - Other	Good
Formed in	Wyoming	Filing Date	02/25/2021 3:35 PM
Term of Duration	Perpetual	Delayed Effective Date	
		Inactive Date	

Principal Address

874 Olympus Drive
Sheridan, WY 82801

Mailing Address

PO Box 726
Sheridan, WY 82801

Registered Agent Address

Hannah Jo Medved
874 Olympus Drive
Sheridan, WY 82801

Parties

Type	Name / Organization / Address
Organizer	Christopher Medved 1305 S Grapevine Rd, Golden, CO 80401
Organizer	Hannah Medved 1305 S Grapevine Rd, Golden, CO 80401

Notes

Date	Recorded By	Note

Filing Information

Please note that this form CANNOT be submitted in place of your Annual Report.

Name	**The Ice Haus LLC**
Filing ID	**2021-000983956**
Type	Limited Liability Company
Status	Active

Most Recent Annual Report Information

Type	Original			AR Year	2025
License Tax	$62.47	AR Exempt	N	AR ID	10973607
AR Date	2/19/2025 10:46 AM				
Web Filed	N				

Officers / Directors

Type	Name / Organization / Address

Principal Address

874 Olympus Drive
Sheridan, WY 82801

Mailing Address

PO Box 726
Sheridan, WY 82801

Annual Report History

Num	Status	Date	Year	Tax
07068889	Original	02/10/2022	2022	$60.00

Principal Address 1 Changed From: 1305 S Grapevine Rd To: 874 Olympus Dr
Principal Address 3 Changed From: No value To: Sheridan
Principal City Changed From: Golden To: Sheridan
Principal State Changed From: CO To: WY
Principal Postal Code Changed From: 80401 To: 82801

08085763	Original	01/20/2023	2023	$60.00
09366735	Original	12/18/2023	2024	$60.00
10973607	Original	02/19/2025	2025	$62.47

Amendment History

ID	Description	Date
2025-005569669	Delinquency Notice - Tax	02/02/2025
2022-003751904	Change of Agent	08/01/2022

Registered Agent # Changed From: 0162225 To: 0253364
Registered Agent Organization Name Changed From: C T Corporation System To: No Value
Registered Agent First Name Changed From: No Value To: Hannah
Registered Agent Middle Name Changed From: No Value To: Jo
Registered Agent Last Name Changed From: No Value To: Medved
Registered Agent Physical Address 1 Changed From: 1908 Thomes Ave To: 874 Olympus Drive
Registered Agent Physical City Changed From: Cheyenne To: Sheridan

Filing Information



Please note that this form CANNOT be submitted in place of your Annual Report.

Name	**The Ice Haus LLC**
Filing ID	**2021-000983956**
Type	Limited Liability Company
Status	Active

	Registered Agent Physical County Changed From: Laramie To: Sheridan	
	Registered Agent Physical Postal Code Changed From: 82001 To: 82801	
	Principal Address 1 Changed From: 874 Olympus Dr To: 874 Olympus Drive	
2022-003555805	Delinquency Notice - Tax	02/02/2022
2021-003206052	Contact Update	05/26/2021
	Contact Update Date Changed From: No value To: 05/26/2021	
See Filing ID	Initial Filing	02/25/2021

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

Planning

MEMORANDUM

RE: Discussion of PL-25-37, Ordinance 2300-26, Major Amendment to Teal Springs PUD Phase I Master Plan - City Planner Kelly Schroeder

From: Kelly Schroeder, Planning Director

To: City Council

Date: 12/16/2025

Discussion:

Morrison-Maierle, on behalf of FP Little Goose, LLC and other property owners, has submitted a Major PUD Amendment application for the Teal Springs Subdivision Planned Unit Development, affecting all lots within the subdivision. The subdivision is located south of Brundage Lane between Wetlands Drive and Coffeen Avenue. Please see the attached staff report and attachments for further details.

Attachments

Staff Report
Draft Ordinance
Exhibit A - PUD Design Report
Exhibit B - Amendment
Exhibit C - Signed Letters of Authorization
Amendment Request Letter
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: January 12, 2026

Re: PL-25-37, Ordinance 2300-26 Teal Springs PUD Amendment Staff Report

Background

Morrison-Maierle, on behalf of FP Little Goose, LLC and other property owners, has submitted a Major PUD Amendment application for the Teal Springs Subdivision Planned Unit Development, affecting all lots within the subdivision. The subdivision is located south of Brundage Lane between Wetlands Drive and Coffeen Avenue.

The applicant is requesting the following revisions to the PUD Master Plan:

PUD Design Report – Section 7.1 Type and Size of Dwelling Units

1. In the first sentence of the first paragraph, revise as follows:
   "Homes built within the single-family residential lots will be up to two-story structures ~~sized between 2,500 square feet to 4,000 square feet of living space~~".
   To:
   "Homes built within the single-family residential lots will be up to two-story structures with a minimum of 1,800 square feet of living space".

2. Remove the following sentence from the first paragraph: "Homes will be slab-on-grade construction with no basements planned" and add the following sentence: "A geotechnical investigation and report will be required for each lot within the subdivision."

Discussion

History of Development
The Teal Springs Planned Unit Development was originally approved in June 2023. This was followed by the approval of the Final Plat of the subdivision in September 2023. The Final Plat was not recorded at this time. In January 2024, the Governing Body approved a request by the applicant to amend the subdivision to be platted and constructed in two separate phases. The Final Plat of Phase I of the subdivision was recorded in February 2024. The Final Plat of Phase II of the subdivision has not yet been recorded.

As Phase I of the subdivision has built out over the last two years, the developers have learned of different market trends and are thus proposing amendments to the PUD. In the attached amendment request letter, the applicant states that the reason for the request to reduce the minimum home size is, “in response to current market trends and feedback from local builders, which suggest that some homebuyers – particularly within a certain age group – are increasingly drawn to smaller homes that still uphold the original PUD Master Plan building character, as well as quality of construction and finishes”.

Similarly, the applicant also states in said letter that the reason for the request to remove the requirement for slab-on-grade foundation types and add a requirement for individual lot geotechnical reports is because, “enforcing [slab-on-grade construction] is not warranted, as well as feedback from local builders, who suggest some homebuyers prefer crawl spaces or basement foundations. Allowing this type of construction will be addressed on a case-by-case basis depending on each specific lot’s geotechnical report and construction elevation requirements”.

In accordance with Municipal Code Appendix B, Article 8, Section 806.8, the applicant has submitted the requested amendments as a Major Amendment to the PUD Master Plan as the proposed amendments affect more than one real property owner. All current property owners within the subdivision who would be affected by the proposed changes have signed letters acknowledging that they authorize the applicant to bring the proposed changes forward.

Staff Review Comments
Staff comments during the internal review of this rezone application were related to minor clarifications. At this time, all staff comments have been adequately addressed.

Public Notice
Staff sent notices to 23 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.

Planning Commission Recommendation

Planning Commission will hold a public hearing on this matter on Monday, January 12th at 7:00pm. Staff will update this report prior to the regular City Council meeting on January 19th to include comments from the meeting as well as Planning Commission’s recommendation.

Staff Recommendation

Staff recommends that the Governing Body approve PL-25-37, Ordinance 2300-26 Teal Springs PUD Amendment.

Anticipated Meeting Schedule

Monday, January 12, 2026, 5:30pm – City Council Study Session
Monday, January 12, 2026, 7:00pm – Planning Commission Public Hearing and Consideration
Monday, January 19, 2026, 5:30pm - City Council Public Hearing and 1st Reading

Monday, February 2, 2026, 5:30pm - City Council 2nd Reading
Tuesday, February 17, 2026, 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. 2300-26

AN ORDINANCE, AMENDING THE PUD DESIGN REPORT FOR TEAL SPRINGS SUBDIVISION PLANNED UNIT DEVELOPMENT, AS APPROVED BY ORDINANCE NO. 2267, AFFECTING ALL LOTS WITHIN THE TEAL SPRINGS SUBDIVISION PLANNED UNIT DEVELOPMENT, LOCATED SOUTH OF BRUNDAGE LANE BETWEEN WETLANDS DRIVE AND COFFEEN AVENUE, SHERIDAN, WY.

WHEREAS, the Teal Springs Subdivision Planned Unit Development (the "Teal Springs PUD") was approved by the Governing Body on June 19, 2023. Attached hereto as Exhibit A is the PUD Design Report for Teal Springs PUD;

WHEREAS, the applicant, FP Little Goose, LLC, has requested that the City of Sheridan, Wyoming (the "City") approve and adopt the proposed amendments provided in First Amendment to the PUD Design Report for Teal Springs PUD (the "First Amendment"), attached hereto as Exhibit B;

WHEREAS, the proposed amendments will affect more than one real property owner and thus constitute a major change to the PUD Master Plan;

WHEREAS, all of the lot owners within the Teal Springs PUD have signed a petition approving and consenting to the proposed amendments provided in the First Amendment, attached hereto as Exhibit C; and

WHEREAS, the City of Sheridan Municipal Code Appendix B Article 806.8(D) allows for the City Governing Body to approve Major Amendments to the PUD Master Plan.

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

1. The City Governing Body finds:

    a. All of the lot owners within the Teal Springs PUD have approved and consented to the proposed amendments provided in the First Amendment.

    b. The proposed amendments will result in a project that is at least equal to or better than what would be accomplished under the strict application of the current Teal Springs PUD Design Report.

    c. The proposed amendments do not violate the spirit and intent of the Teal Springs PUD.

    d. The proposed amendments will not adversely affect the rights of other property owners in a material matter.

2. The City Governing Body hereby approves and adopts the First Amendment amending the PUD Design Report for Teal Springs PUD.

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 _____ 2026.

City of Sheridan

DRAFT

_____

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

DRAFT

"Exhibit A"

PUD Design Report

for

Teal Spring Subdivision
Planned Unit Development

Morrison Maierle

engineers ▪ surveyors ▪ planners ▪ scientists

PUD DESIGN REPORT

TEAL SPRING SUBDIVISION PUD

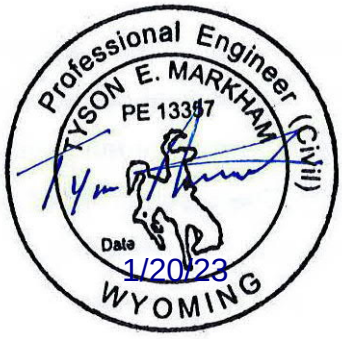
Prepared for: FP Little Goose, LLC

Prepared by: Morrison-Maierle, Inc.

1470 Sugarland Drive, Suite 1

Sheridan, WY 82801

Date of Issue: January 20, 2023



Morrison Maierle engineers • surveyors • planners • scientists
QUALITY ASSURANCE
Jeff Feck, PE
PROJECT MANAGER
Tim Brugger, PE
OFFICE QA COORDINATOR
Jeff Feck, PE
PEER REVIEWER
1/18/23
QA APPROVAL DATE
(001218) 22-30
QA PROJECT NUMBER

CERTIFICATE OF ENGINEER

State of Wyoming)
) ss
County of Sheridan)

I, Tyson Markham, do hereby certify that this Report was prepared by me, or under my direct supervision.

Morrison Maierle
engineers • surveyors • planners • scientists

CONTENTS

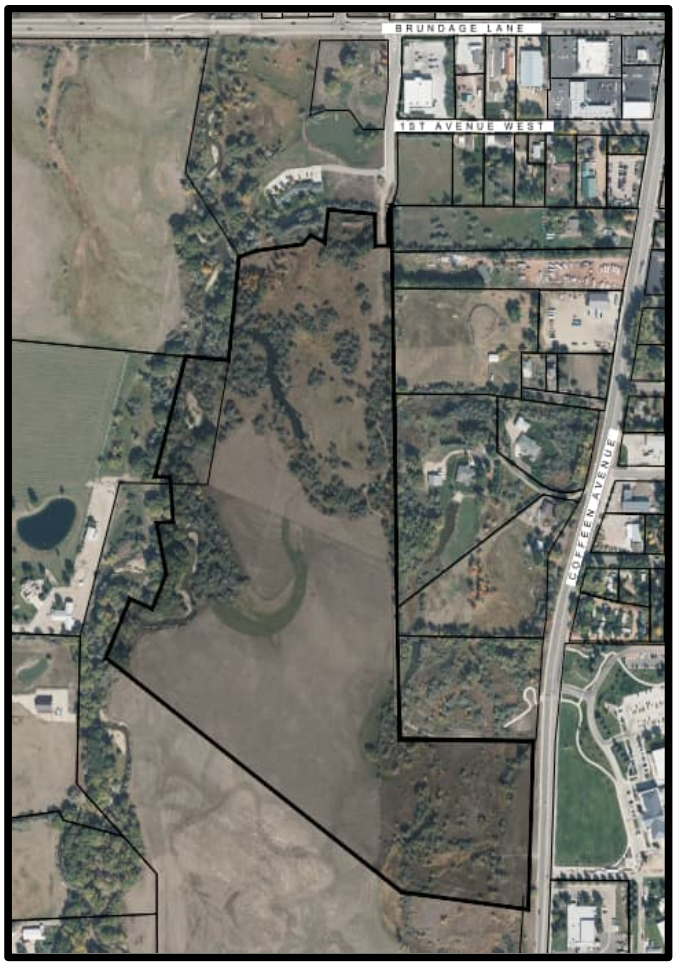
1 Project Location and Description 1
2 Allowed Uses and Goals of the PUD 2
3 Responsibility for Construction and Maintenance 3
4 Schedule 4
5 Project Objectives 4
6 Statement of Architectural Theme 4
7 Development Programming 5
7.1 Type and Size of Dwelling Units 5
7.2 Land Use Area Calculations 5
7.3 Off-street Parking 5
7.4 Other Restrictions 6
7.4.1 Building setbacks 6
7.4.2 Structure Heights 6
7.4.3 Access and grades 7
7.4.4 Street Width 7
7.4.5 Pedestrian Access 7
8 Overall Density Calculations 8
9 Water System Improvements 8
10 Sanitary Sewer System Improvements 8
11 Dry Utility Improvements 9
12 Geotechnical Engineering Study 9
13 Storm Drainage And Hydrology 9
13.1 Little Goose Creek Rehabilitation 10
14 Traffic Data 10

LIST OF APPENDICES

APPENDIX A: PUD LAYOUT PLAN
APPENDIX B: PRELIMINARY LANDSCAPE PLAN
APPENDIX C: FUTURE DEVELOPED LOT CONCEPTS (FOR REFERENCE)
APPENDIX D: DEVELOPERS NOTES

1 PROJECT LOCATION AND DESCRIPTION

This PUD Design Report addresses the proposed Teal Spring Subdivision planned unit development (PUD) in Sheridan, Wyoming. The 64.99-acre subdivision is located east of Coffeen Avenue and south of Brundage Lane. The property is located in the SE1/4SW1/4, SW1/4SW1/4, and NW1/4SW1/4 of Section 2, Township 55 North, Range 84 West.



As noted in the petition for rezone petition, the applicants for this PUD are Teal Ponds, LLC and FP Little Goose, LLC. Though FP Little Goose, LLC will be the eventual owner and developer, purchasing the remainder (Lot 5 of Green Wing Minor Subdivision) in 2023 from Teal Ponds, LLC.

This development includes the following combination of uses:

- 57 single-family residential lots (Lots 2-50 and 52-58; ranging in size between 0.33 acre and 1.16 acre)
- One small commercial lot (Lot 52; 0.40 acres), B-1 zone permitted use applies.
- A future senior living community, planned for active independent 55+ living, but depending on demand, could be a location for all ranges of senior living, including independent, assisted living and/or memory care (Tract 1; 6.64 acres)
- A future commercial tract (Tract 2; 1.96 acres), B-1 zone permitted use applies.
- An existing zone B-1 lot north of the PUD boundary will remain B-1 (i.e. Not part of PUD; Lot 1; 1.45 acres), all B-1 zoning regulations apply



Undeveloped common space occupies six outlots (Outlots A through F) which will be owned and maintained through an HOA made up of all members of the subdivision. Outlot F is located along Little Goose Creek and will be designated for private resident use only. For this reason, the outlot is not included in open space calculations.

Access roadways consist of two connections; one at Coffeen Avenue to the south (Teal Spring Drive), and another a continuation of Wetlands Drive from the north. Four cul-de-sacs are planned: Crane Dance Court, Swan Drift Court, Heron Sedge Court, and a terminating cul-de-sac from Teal Spring Drive. The proposed Layout Plan is included in Appendix A.



2 ALLOWED USES AND GOALS OF THE PUD

Allowed uses for the PUD will be single family residential, multifamily residential, senior living, and business. The senior living facility includes a three-story apartment as well as duplex and four-plex patio homes.

The goals of this PUD are in line with the City's PUD requirements by supporting the following:

- An environment which contributes to a sense of community and a coherent living style by purposefully designing the subdivision layout with the existing natural elements in mind. Being respectful of the Little Goose Creek waterway and the various wetland features to lay out lots to maximize views and provide buffers around clustered lots. This allows for the various lots to have a unique opportunity to be a part of nature while still being a part of the neighborhood community.
- Protecting natural and cultural resources by working with local specialists, Steady Stream Hydrology, LLC, in designing, permitting, and restoring the riverbanks and bends of Little Goose Creek. This included extensive work with many boulders, buried logs, and planting/seeding to restore the banks to secure them for annual high-water events in the spring. A first phase of this work was completed fall 2022 with great results and a second phase will happen summer 2023 to continue to restore the next section of river.
- Protecting natural features by working with local water rights specialists. Out West, LLC, is assisting with providing the documentation and the proper filing for preserving the water rights to this land and keep the rights local. By retaining the water rights, the development will use the water for irrigation on all single-family lots and the independent senior living lot.
- Also, we worked with local hydrology specialists, WWC Engineering, to provide the hydrology calculations, cross sections, and filings for coordinating the overall development design layout and impact with FEMA. Each lot will be graded to have a buildable area above the 100-year floodplain.
- Creating a more balanced use of the land by providing single-family residential, multi-family/senior living, community pathway access, as well as including large outlots to remain as natural.
- Providing more appropriate infill development by connecting the previously planned extension of Wetlands Drive and underground utilities to the south and then to Coffeen Avenue in the southeast corner of the development. This existing stub of Wetlands Drive and the underground utilities were designed, sized, and installed with the anticipation of this site being developed. This infill connection ties the development into the City in two

key locations and provides great access to existing trails, businesses, Sheridan College, and other services.

- Reducing traffic demand by providing a connection to both Wetlands Drive and Coffeen Avenue to spread the traffic out (traffic study performed by Stantec). Also, the development is carefully planned to balance the housing density with traffic and the natural amenities and not over-build on this infill site.
- Offering enhanced vehicle circulation by creating connections to existing streets for ease of access. Also, for pedestrian circulation, the design and construction of additional bike and walking trails that extend through the development and tie into the existing City trail system.
- Providing more open space by creating larger lots with open space between houses and other buildings along with setting aside multiple outlots to preserve the creek, wetlands, and open space.

3 RESPONSIBILITY FOR CONSTRUCTION AND MAINTENANCE



Construction of the development infrastructure will be the responsibility of the property developer, FP Little Goose, LLC. FP Little Goose will contract with local contractors to construct the streets/pathways, utilities, and storm drainage infrastructure.

A separate Homeowners Association (HOA) will be established for the PUD. The HOA will provide covenants regarding city water use, raw water irrigation, as well as pathway and outlot maintenance. Ownership and maintenance of specific infrastructure is provided below.

Street and utility infrastructure within the right-of-way will be public, and responsibility for maintenance by the City of Sheridan (upon final acceptance by City Council). Outlot areas which include soft/unsurfaced walking paths, stormwater conveyance, and stormwater detention will be the maintenance responsibility of the HOA. With joint ownership of all open areas, the residents will be provided use of all common areas for their enjoyment. A preliminary landscaping plan is provided per the PUD requirements and is found in Appendix B. This Appendix also provides the location for two planned subdivision monument signs at each entry to be HOA owned/maintained.

All water and sanitary sewer utilities in the development will be owned and maintained by the City, while gas, electrical, and communications will be provided easement and owned by these utility companies. Street lighting will be minimal and coordinated with Montana-Dakota Utilities (MDU) for design and installation in accordance with the City/MDU franchise agreement. Street lighting in the senior living community will also be coordinated with MDU and designed with the specific needs of seniors in mind while being night sky friendly. This may include features such as improved lighting levels in areas where seniors are more likely to walk, such as sidewalks and pathways, and the use of warm-toned LED lights to reduce glare and improve visibility for those with limited vision.

4 SCHEDULE

The schedule for the infrastructure development is to begin grading work and installation of the water and sanitary sewer utilities immediately upon final plat approval. Depending on the time of year, construction of the streets and other infrastructure will follow. FP Little Goose desires to install the main infrastructure as soon as possible in 2023.

The schedule for future areas include:

- Tract 1 (senior living village) - planned construction in 2024
- Tract 2 (commercial) - planned construction in 2023 or 2024
- Lot 52 (commercial) - planned construction in 2023 or 2024

Conceptual layouts for each future development listed above are provided in Appendix C.

5 PROJECT OBJECTIVES

The Teal Spring PUD aims to support responsible development in accordance with the findings of the 2021 Sheridan Housing Study, with a goal of fostering a sense of community and incorporating natural elements and open space into the site design. This includes preserving adjacent environmental resources, Little Goose Creek rehabilitation, and maintaining considerable land for existing vegetation and natural areas. The Teal Spring development includes sizeable single-family lots, future multi-family and commercial sites, and senior-living space, all connected by a safe system of roads and multi-use pathways.

6 STATEMENT OF ARCHITECTURAL THEME

The architectural theme of Teal Spring Subdivision will showcase craftsman and prairie-style homes with modern ranch and natural features. Design guidelines will be prepared and utilized by the HOA, although specific layouts and construction approaches are open to all builders.





Landscaping plans will be reviewed by the HOA. They may include a mix of natural elements, native grasses, lawns, trees, shrubs, boulders, etc. Residential lot maintenance will be the

responsibility of the individual lot owners with an HOA-owned raw water supply system pumping irrigation to lots supplied from Little Goose Creek.

7 DEVELOPMENT PROGRAMMING

7.1 Type and Size of Dwelling Units

Homes built within the single-family residential lots will be up to two-story structures sized between 2,500 square feet to 4,000 square feet of living space. All homes will include full-sized finished garages. Homes will be slab-on-grade construction with no basements planned.

All residences and/or commercial buildings within the floodplain area will be provided with a preliminary elevation certificate indicating base flood elevation. All new construction sites will need to be constructed to meet the standards of the City of Sheridan Floodplain Administrator. Once constructed, a new Elevation Certification will be required by individual property owners to ensure sufficient building elevation relative to surrounding floodways

7.2 Land Use Area Calculations

Proposed Lot Area (Multi-Family Residential)	2.0 ac
Proposed Lot Area (Single-Family Residential)	24.9 ac
Proposed Lot Area (Commercial)	2.0 ac
Proposed Area (Senior Living Facility)	6.6 ac
Roadway Right-of-Way	7.1 ac
Common Areas (Outlots A to E)	16.8 ac
Outlot F – not included as Open Space	5.6 ac
Total	65.0 ac

7.3 Off-street Parking

Single-family residential parking will primarily be accomplished within the lot boundary (i.e. garages and driveways). On-street visitor parking will be allowed but discouraged for long-term use. Because of larger residential lot size, it is anticipated to be occasional visitor-only parking on a limited basis. Parking within the PUD will exceed City code requirements of 2 spaces per dwelling unit for single-family and 1.5 spaces for multi-family. The proposed senior living facility



and proposed commercial lots will also operate under City municipal code, meeting or exceeding the City's necessary requirements depending on the projected use.

7.4 Other Restrictions

7.4.1 Building setbacks

Building setbacks for the development will vary due to the shape and size of each property. In general, the following setbacks are established:

Front setback:

- Lots 2-23: 20' setback
- Lots 24-59: 25' setback
- Tract 1: 25' setback
- Tract 2: 25' setback

Rear setback:

- Lots 2-3, 5-23, 35, 37-51, 53-59: 20' setback
- Lot 4: 45' setback to prevent wetland encroachment
- Lots 24-34, 36: 50' setback to prevent Little Goose Creek encroachment
- Tract 1: 25' setback
- Tract 2: 30' setback

Side setback:

- Lots 2-24, 35-38, 53-59: 5' setback
- Lot 39-51: 10' setback
- Lot 52: 10' east, 30' west setback(1)
- Tract 1: 10' setback
- Tract 2: 10' east, 20' west setback

(1) - denotes added setback to account for elevation change

7.4.2 Structure Heights

Structure heights shall conform to the following:

- Single-family residential: not exceed two-stories and 30' max height
- Multi-family residential: not exceed 45', or three-stories
- Commercial: not exceed 45', or four-stories
- Senior Living facility: A three-story, pitched roof apartment building 45'-high and one-story patio-style homes



7.4.3 Access and grades

A small region of considerable grade change exists just inside the Coffeen Avenue entrance and ranges between 30% to 40% slope. This area will be flattened for the proposed entry road to maintain grades of 6-7%. Outside the roadway corridor, building footprints will be adequately placed outside these steep slope areas or designed to accommodate the elevation difference. The remainder of the site is reasonably flat and does not exceed 5% grade.

7.4.4 Street Width

Street width for all streets will maintain a City of Sheridan local street standard 36-foot back-of-curb width (31-foot paved width). To provide a more low-impact design, a small section of un-curbed, rural-style roadway will be provided just after the entrance from Coffeen Avenue, as no drainage or pedestrian paths are necessary in the vicinity. Additional design efficiencies were considered (narrower street widths throughout) but were not supported by City Engineering staff. Cul-de-sac turnarounds and restricted on-street parking provides improved emergency access capability.

A turnout will be installed in Outlot E for mailbox access and connection to the future senior village.

7.4.5 Pedestrian Access

A 10’ wide shared-use pathway is planned on the east side of Teal Spring Drive and is incorporated with connections to the existing City of Sheridan pathway system. With the condition of installing a 10-wide pathway, City staff has indicated that no sidewalk on the opposing side of the road is required. Per existing agreements, the city will design and construct approximately 1,000’ of hard surface pathway (where soft-surface path already exists) along Wetlands Drive to connect to this development. At the south end of the property, the pathway will connect to the existing system on Sheridan College Property, with no pathway or sidewalk proposed for approximately 650’ on Teal Spring Drive at the Coffeen Avenue access.

Other unsurfaced, walking trail access is proposed within open-space areas to provide on-site access to environmental features (e.g. ponds, Dry Creek, Little Goose Creek). The PUD Layout Plan provided as Appendix A provides the layout and development programming data in detail.

8 OVERALL DENSITY CALCULATIONS

Overall density calculations for the development are shown in Table 1 below:

Table 1 - OVERALL DENSITY CALCULATIONS

Road right of way (curb, gutter, 10-ft pathway, and pavement)	7.1 ac	11.0%
57 Single-Family Lot Area	24.9 ac	38.3%
Multi-family Lot 1 Area	1.5 ac	2.3%
Commercial Tract 2 & Lot 52 Area	2.5 ac	3.8%
Senior Living Facility Area (Tract 1)	6.5 ac	10.2%
Outlot A – E Area (open space)	16.8 ac	25.8%
Outlot F Area (not included as open space)	5.6 ac	8.5%
Total property	65.0 ac	100%

Note that without Outlot F, the open space is 25.8% of the overall area, above the 20% open space requirement for PUDs. The goal is to maintain a significant amount of valuable open space. This level of open space provides magnificent mountain views and wildlife observation that is important to preserve.

9 WATER SYSTEM IMPROVEMENTS

Water system improvements for the development will include primarily 8" PVC water mains following the street layout, with connections to an existing 16" main in Coffeen Avenue and an 8" main in Wetlands Drive. The looped water lines provide increased flowrates during fire flow situations, as well as provide redundancy during water line breaks or maintenance.

The single-family residential lots (and small commercial Lot 52) will be served with 1" water service lines. The commercial lot at the north end of the subdivision along Wetlands Drive will include a 2" water service line. An 8" main will be stubbed into the future senior living village to support domestic and fire flow demands expected for that area. Tract 2 adjacent to Coffeen Avenue will be served in the future by new tap(s) on the existing 16" line in Coffeen Avenue.

Lawns and landscaping within the subdivision will not use City water for irrigation. A separate raw water irrigation system is planned for the subdivision utilizing water rights on the property, with water pumped from Little Goose Creek.

10 SANITARY SEWER SYSTEM IMPROVEMENTS

Sanitary sewer system improvements for the development will include a network of 8" PVC sewer mains following the street layout. The proposed sewer system will connect into the existing interceptor sewer located along Little Goose Creek northwest of the site.

The sewer network draining to the above-described connection will serve the majority of the subdivision (all 57 residential lots and the future senior living village). Neighbors of existing residential homes to the east of the subdivision have expressed an interest in extending sewer into their properties, as they are currently served by septic systems. This would be possible with a new short extension of the sewer main along Wetlands Drive beyond the northeast cul-de-sac to reach the adjacent property line. Preliminary review indicates that a gravity flow sewer main would accommodate the neighbors should they choose to coordinate with the City to extend it.

Lot 1 located along the north end of Wetlands Drive will be served by a service line connection to the existing 8" main located in Wetlands Drive. This line was installed in 2020 for Restoration Ranch.

The commercially zoned Tract 2 located west of Sheridan College can be served by the existing 10" sewer line on the east side of Coffeen Avenue. A survey was conducted of the manholes along that line and depth is sufficient to serve Tract 2. Service for Tract 2 would be designed and permitted as a part of the commercial site plan process when the tract is developed.

11 DRY UTILITY IMPROVEMENTS

Communication has been underway with MDU (electric & gas) to supply the development. In addition, there has been interest from multiple communications providers in the area to serve the development and will be accommodated during the design and construction.

12 GEOTECHNICAL ENGINEERING STUDY

A geotechnical engineering study of the property was completed in August 2022 by American Engineering Testing (AET) of Sheridan and is provided in the accompanying Engineering Design Report. The geotechnical report includes recommendations for street pavement sections as well as structure foundations. No material abnormalities were identified. However due to its low-lying nature and creek proximity, shallow groundwater levels are apparent, and the data will be considered during design.

13 STORM DRAINAGE AND HYDROLOGY

Storm drainage for the development will be controlled primarily by the street curb/gutter system collected in curb inlets. Shallow swales/ditches will be utilized where applicable to provide a lower impact design. Stormwater detention is planned in open space areas and all pipe discharge will outfall to either Dry Creek or Little Goose Creek. Off-site stormwater will be routed through the existing Dry Creek drainage through larger stormwater conveyance structures, such as box culverts.

For more storm drainage information, refer to the Engineering Design Report for the Teal Spring Subdivision PUD provided under separate cover.

13.1 Little Goose Creek Rehabilitation

Steady Stream Hydrology has already performed construction during 2022 to repair and restore the southern section of Little Goose Creek in the PUD area. The goal of the project was to stabilize the banks, enhance the ecological integrity of Little Goose Creek and improve conditions for wildlife and recreational use. This included a variety of measures to improve the overall health and functioning of the creek and its surrounding ecosystem including stabilizing





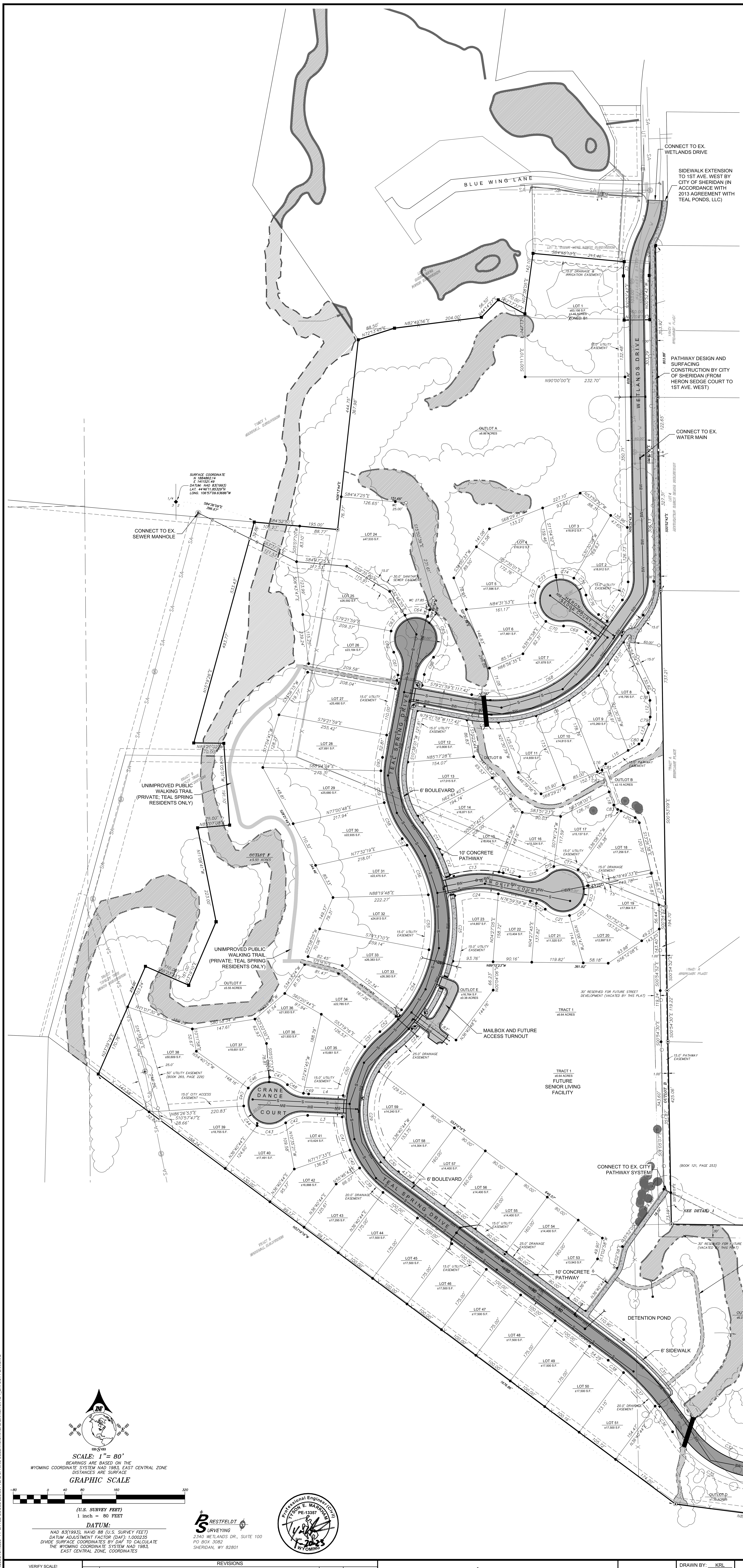
eroding banks, re-vegetating riparian areas, and installing fabric and boulder structures to improve stream flow and habitat for fish and other aquatic species. As shown in the accompanying photos, the work performed by Steady Stream Hydrology has been incredibly successful in restoring Little Goose Creek to a healthier state.

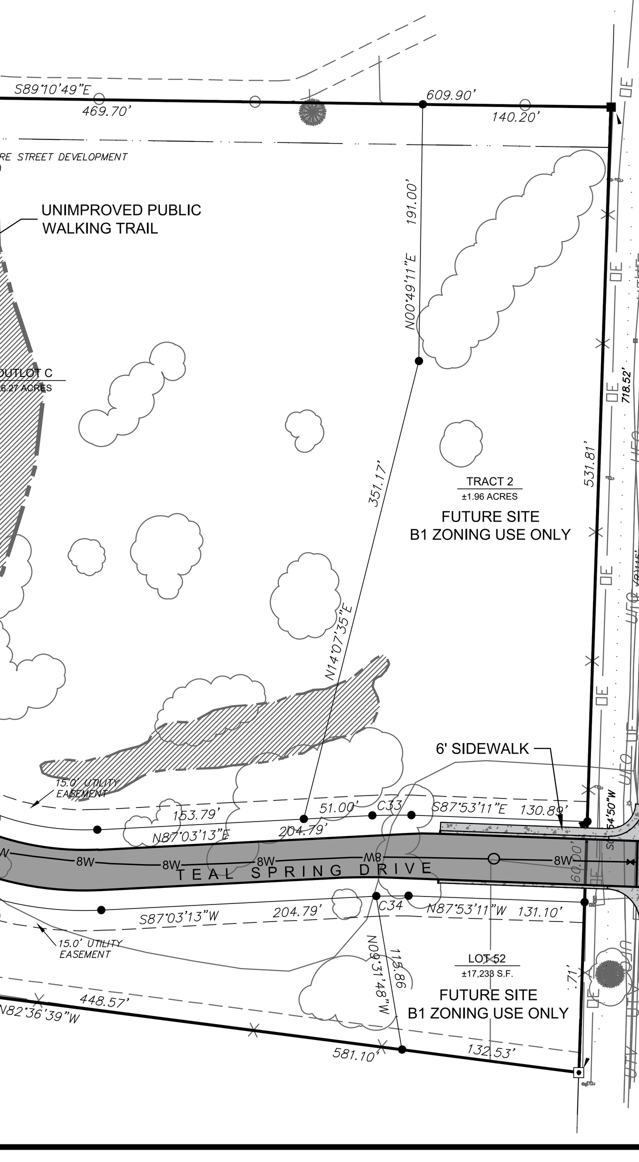
14 TRAFFIC DATA

A traffic impact study (TIS) was conducted for the project by Stantec Consulting Services, Inc. of Sheridan. The study concludes that projected 2042 traffic volumes result in a slightly decreased level of service (LOS), the volume is low and does not significantly alter traffic on or near the proposed development. The study specifically states that “no modifications to existing traffic control are necessary” and was submitted to WYDOT for review and approval. Any potential comments will be provided once received.

For more traffic information, refer to the full TIS included in the Engineering Design Report for the Teal Spring Subdivision PUD, provided under separate cover.

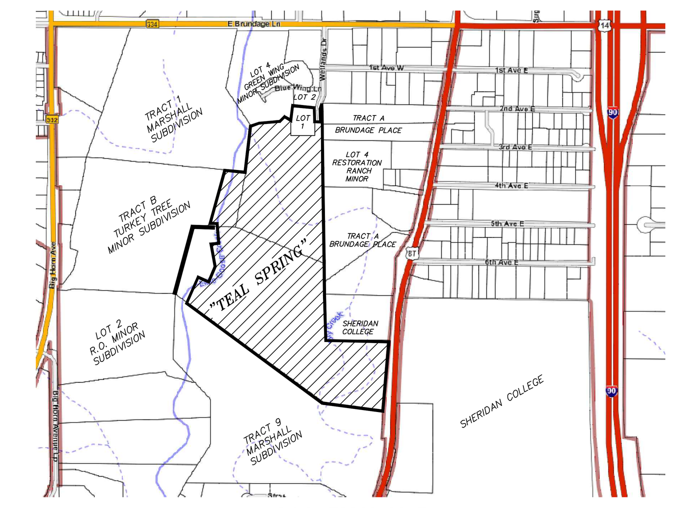
APPENDIX A
PUD LAYOUT PLAN





LEGEND:

- ● SET 2" ALUMINUM CAP PER PLS 6812
- ■ FOUND 2" ALUMINUM CAP PER PLS 6812
- ◆ FOUND 3-1/4" ALUMINUM CAP PER PLS 6812
- ⊡ FOUND 1-1/2" OR 2" ALUMINUM CAP PER PLS 2615
- ◈ FOUND 3-1/4" ALUMINUM CAP PER PLS 2615
- ▣ FOUND 2" ALUMINUM CAP PER PE&LS 3159
- ○ CALCULATED: NOTHING FOUND/NOTHING SET
- WC WITNESS CORNER
- (R) RECORD
- BOUNDARY LINE
- PROPERTY/LOT LINE
- SECTION LINE
- HIGHWAY RIGHT-OF-WAY LINE
- FUTURE STREET DEVELOPMENT VACATED PER THIS PLAT
- EASEMENT LINE AS NOTED
- EASEMENT CENTERLINE
- DRAINAGE EASEMENT LINE
- WETLAND BOUNDARY
- WATER



LOCATION MAP
NO TRUE SCALE

AREA OF 59 LOTS ±26.73 ACRES
AREA OF 6 OUTLOTS ±22.53 ACRES
AREA OF 2 TRACTS ±8.60 ACRES
AREA OF ROADS ±7.13 ACRES
TOTAL = ±64.99 ACRES

ZONING: PLANNED UNIT DEVELOPMENT
LOT 1, ZONED B1

DEVELOPERS OBJECTIVES:

THE TEAL SPRING PUD AIMS TO SUPPORT RESPONSIBLE DEVELOPMENT IN ACCORDANCE WITH THE FINDINGS OF THE 2021 SHERIDAN HOUSING STUDY, WITH A GOAL OF FOSTERING A SENSE OF COMMUNITY AND INCORPORATING NATURAL ELEMENTS AND OPEN SPACE INTO THE SITE DESIGN. THIS INCLUDES PRESERVING ADJACENT ENVIRONMENTAL RESOURCES, LITTLE GOOSE CREEK REHABILITATION, AND MAINTAINING CONSIDERABLE LAND FOR EXISTING VEGETATION AND NATURAL AREAS. THE TEAL SPRING DEVELOPMENT INCLUDES SIZEABLE SINGLE-FAMILY LOTS, FUTURE MULTI-FAMILY AND COMMERCIAL SITES, AND SENIOR-LIVING SPACE, ALL CONNECTED BY A SAFE SYSTEM OF ROADS AND MULTI-USE PATHWAYS.

BUILDING SETBACKS

FRONT SETBACK:
- LOTS 2-23: 20' SETBACK
- LOTS 24-59: 25' SETBACK
- TRACT 1: 25' SETBACK
- TRACT 2: 25' SETBACK

REAR SETBACK:
- LOTS 2-3, 5-23, 35, 37-51, 53-59: 20' SETBACK
- LOT 4: 45' SETBACK TO PREVENT WETLAND ENCROACHMENT
- LOTS 24-34, 36: 50' SETBACK TO PREVENT LITTLE GOOSE CREEK ENCROACHMENT
- TRACT 1: 25' SETBACK
- TRACT 2: 30' SETBACK

SIDE SETBACK:
- LOTS 2-24, 35-38, 53-59: 5' SETBACK
- LOT 39-51: 10' SETBACK
- LOT 52: 10' EAST, 30' WEST SETBACK (1)
- TRACT 1: 10' SETBACK
- TRACT 2: 10' EAST, 20' WEST SETBACK (1)

(1) - DENOTES ADDED SETBACK DUE TO ACCOUNT FOR ELEVATION CHANGE.

STRUCTURE HEIGHTS

STRUCTURE HEIGHTS SHALL CONFORM TO THE FOLLOWING:
- SINGLE-FAMILY RESIDENTIAL: NOT EXCEED TWO-STORIES AND 30' MAX HEIGHT
- MULTI-FAMILY RESIDENTIAL: NOT EXCEED 45', OR THREE-STORIES
- COMMERCIAL: NOT EXCEED 45', OR FOUR-STORIES
- SENIOR LIVING FACILITY: A THREE-STORY, PITCHED ROOF APARTMENT BUILDING 45'-HIGH AND ONE-STORY PATIO-STYLE HOMES

CERTIFICATE OF DEDICATION

KNOWN ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED FP LITTLE GOOSE, LLC BEING THE OWNER(S), PROPRIETORS OR PARTIES OF INTEREST IN THE LAND SHOWN ON THIS PLAT, DO HEREBY STATE:

THAT THE FOREGOING PLAT DESIGNATED AS **TEAL SPRING SUBDIVISION, PLANNED UNIT DEVELOPMENT,** IS A RE-SUBDIVISION OF TRACT A, TURKEY TREE MINOR SUBDIVISION, AND LOT 5, GREEN WING MINOR SUBDIVISION, CITY OF SHERIDAN, SHERIDAN COUNTY, WYOMING.

SAID RE-SUBDIVISION CONTAINS **±64.99 ACRES** OF LAND, MORE OR LESS.

TEAL SPRING SUBDIVISION, PLANNED UNIT DEVELOPMENT, AS IT IS DESCRIBED AND AS IT APPEARS ON THIS PLAT, IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNER(S) AND PROPRIETORS; AND THAT THIS IS A CORRECT PLAT OF THE AREA AS IT IS DIVIDED INTO LOTS, OUTLOTS, STREETS AND EASEMENTS.

THE UNDERSIGNED OWNER(S) OF THE LAND SHOWN AND DESCRIBED ON THIS PLAT DO HEREBY DEDICATE TO THE CITY OF SHERIDAN AND ITS LICENSEES FOR PUBLIC USE FOR THE INDICATED PURPOSES, ALL STREETS, EASEMENTS AND OTHER PUBLIC LANDS, AS INDICATED, AND NOT ALREADY OTHERWISE DEDICATED FOR PUBLIC USE.

UTILITY EASEMENTS, AS DESIGNATED ON THE PLAT, ARE HEREBY GRANTED TO THE CITY OF SHERIDAN AND IT'S LICENSEES FOR PUBLIC USE FOR THE PURPOSE OF INSTALLING, REPAIRING, REINSTALLING, REPLACING AND MAINTAINING SANITARY SEWERS, STORM SEWERS, WATER LINES, GAS LINES, ELECTRIC LINES, TELEPHONE LINES, CABLE TV LINE, AND OTHER FORMS AND TYPES OF PUBLIC UTILITIES NOW OR HEREAFTER GENERALLY UTILIZED BY THE PUBLIC.

OUTLOTS ARE UTILITY EASEMENTS (WHERE SHOWN), DRAINAGE EASEMENTS, AND OPEN SPACES WHICH ARE OWNED & MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.

DECLARATION EXTINGUISHING PREVIOUS EASEMENTS

1) ALL EARLIER EASEMENTS OR PORTIONS THEREOF ENCOMPASSED BY THE BOUNDARY OF THIS PLAT ARE HEREBY EXTINGUISHED UNLESS NOTED OTHERWISE.
2) EXISTING UTILITIES PLACED IN PREVIOUS RECORDED EASEMENTS WITHIN THE BOUNDARY OF THIS PLAT HAVE SENIOR RIGHTS AND ARE NOW PROTECTED BY EASEMENTS OR ROADS AS SHOWN ON THIS PLAT.
3) A (30' RESERVED FOR FUTURE STREET DEVELOPMENT) PER MARSHALL SUBDIVISION, ENCOMPASSED BY THE BOUNDARY OF THIS PLAT IS HEREBY VACATED.
4) REALIGNMENT OF A 15.0' PATHWAY EASEMENT AS SHOWN ON SHEET 3 OF 3, ALONG WETLANDS DRIVE AND LOT 8.

CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD LENGTH
C1	8°15'24"	230.00'	33.14'	S03°14'59"W	33.12'
C2	24°14'59"	170.00'	71.95'	N11°14'47"E	71.41'
C3	36°53'16"	130.00'	83.70'	S17°33'56"W	82.26'
C4	5°51'48"	330.00'	33.77'	S38°56'28"W	33.76'
C5	15°38'17"	330.00'	90.07'	S49°41'30"W	89.79'
C6	14°49'41"	330.00'	85.40'	S64°55'29"W	85.16'
C7	15°27'58"	330.00'	89.08'	S80°04'18"W	88.81'
C8	12°49'44"	330.00'	73.89'	N85°46'51"W	73.73'
C9	42°20'08"	177.00'	130.78'	S10°32'03"E	127.83'
C10	6°11'41"	177.00'	19.14'	S34°47'57"E	19.13'
C11	13°04'45"	383.00'	87.43'	S31°21'25"E	87.24'
C12	7°29'07"	383.00'	50.04'	S21°04'29"E	50.00'
C13	27°44'20"	240.00'	116.19'	N86°44'36"E	115.06'
C14	2°23'15"	240.00'	10.00'	S78°11'37"E	10.00'
C15	51°36'53"	75.00'	67.56'	N77°11'34"E	65.30'
C16	17°53'01"	60.00'	18.73'	N60°19'38"E	18.65'
C17	56°39'23"	60.00'	59.33'	S82°24'10"E	56.94'
C18	42°52'25"	60.00'	44.90'	S32°38'16"E	43.86'
C19	44°46'45"	60.00'	46.89'	S11°11'19"W	45.71'
C20	41°43'35"	60.00'	43.70'	S54°26'29"W	42.74'
C21	58°19'09"	60.00'	61.07'	N75°32'10"W	58.47'
C22	19°03'52"	75.00'	24.96'	N55°54'32"W	24.84'
C23	11°33'31"	75.00'	15.13'	N71°13'14"W	15.10'
C24	31°03'39"	190.00'	103.00'	S87°28'11"W	101.74'
C25	22°58'54"	383.00'	153.62'	S01°39'43"W	152.60'
C26	22°01'03"	383.00'	147.18'	S24°09'42"W	146.27'
C27	15°54'58"	383.00'	106.39'	S43°07'42"W	106.05'
C28	19°55'09"	177.00'	61.53'	S41°07'37"W	61.23'
C29	69°13'11"	177.00'	213.84'	S03°26'33"E	201.07'
C30	15°16'08"	177.00'	47.17'	S45°41'12"E	47.03'
C31	22°40'55"	630.00'	249.40'	S41°58'49"E	247.77'
C32	62°18'25"	190.00'	206.62'	S61°47'34"E	196.59'
C33	5°03'36"	330.00'	29.14'	N89°35'01"E	29.13'
C34	5°03'36"	270.00'	23.84'	S89°35'01"W	23.84'
C35	62°18'25"	250.00'	271.87'	N61°47'34"W	258.67'
C36	7°15'29"	570.00'	72.20'	N34°16'06"W	72.16'
C37	10°48'27"	570.00'	107.52'	N43°18'04"W	107.36'
C38	4°36'59"	570.00'	45.92'	N51°00'47"W	45.91'
C39	19°05'59"	237.00'	79.00'	N43°46'17"W	78.64'
C40	11°29'31"	237.00'	47.54'	N28°28'32"W	47.46'
C41	19°16'36"	237.00'	79.74'	N13°05'28"W	79.36'
C42	42°12'20"	75.00'	55.25'	S71°29'59"W	54.01'
C43	67°52'16"	60.00'	71.07'	S84°19'57"W	66.99'
C44	54°52'17"	60.00'	57.46'	N34°17'47"W	55.29'
C45	42°11'24"	60.00'	44.18'	N14°14'04"E	43.19'
C46	55°16'07"	60.00'	57.88'	N62°57'49"E	55.66'
C47	44°12'35"	60.00'	46.30'	S67°17'50"E	45.16'
C48	32°54'56"	75.00'	43.09'	S61°39'00"E	42.50'
C49	9°17'24"	75.00'	12.16'	S82°45'09"E	12.15'
C50	30°26'23"	237.00'	125.91'	N23°52'38"E	124.44'
C51	11°59'22"	237.00'	49.59'	N45°05'31"E	49.50'
C52	9°11'46"	323.00'	51.84'	N46°29'18"E	51.79'

LAND USE AREA CALCULATIONS

	AREA (ACRES)	AREA (%)
PROPOSED LOT AREA (MULTI-FAMILY RESIDENTIAL)	2.0	3.1%
PROPOSED LOT AREA (SINGLE-FAMILY RESIDENTIAL)	24.9	38.3%
PROPOSED LOT AREA (COMMERCIAL)	2.0	3.1%
PROPOSED AREA (SENIOR LIVING FACILITY)	6.6	10.2%
ROADWAY RIGHT-OF-WAY	7.1	10.9%
COMMON AREA (OUTLOTS A TO E)	16.8	25.8%
OUTLOT F - NOT INCLUDED AS OPEN SPACE	5.6	8.6%
TOTAL	**65.0**	**100.0%**

CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD LENGTH
C53	3°33'17"	323.00'	20.04'	N40°06'47"E	20.04'
C54	27°33'18"	323.00'	155.34'	N24°33'29"E	153.85'
C55	22°51'12"	323.00'	128.83'	N00°38'46"W	127.98'
C56	22°28'56"	323.00'	126.74'	N23°18'50"W	125.93'
C57	3°20'30"	323.00'	18.84'	N36°13'33"W	18.84'
C58	22°47'32"	237.00'	94.28'	N26°30'01"W	93.66'
C59	18°08'10"	237.00'	75.02'	N06°02'10"W	74.71'
C60	7°36'06"	237.00'	31.44'	N06°49'58"E	31.42'
C61	42°12'20"	75.00'	55.25'	N10°28'09"W	54.01'
C62	48°47'47"	60.00'	51.10'	N07°10'25"W	49.57'
C63	48°20'49"	60.00'	50.63'	N41°23'53"E	49.14'
C64	52°39'14"	60.00'	55.14'	S88°06'05"E	53.22'
C65	107°50'20"	60.00'	112.93'	S07°51'18"E	96.98'
C66	35°25'51"	75.00'	46.38'	S28°20'57"W	45.64'
C67	14°18'49"	270.00'	67.45'	S86°31'24"E	67.28'
C68	50°18'38"	270.00'	237.08'	N61°09'53"E	229.54'
C69	42°12'20"	75.00'	55.25'	N75°05'36"W	54.01'
C70	41°28'44"	60.00'	43.44'	N75°27'24"W	42.49'
C71	49°14'55"	60.00'	51.57'	N30°05'34"W	50.00'
C72	37°53'06"	60.00'	39.67'	N13°28'26"E	38.95'
C73	46°30'09"	60.00'	48.70'	N55°40'04"E	47.37'
C74	41°34'59"	60.00'	43.55'	S80°17'22"E	42.60'
C75	47°42'45"	60.00'	49.96'	S35°38'30"E	48.53'
C76	42°12'20"	75.00'	55.25'	S32°53'17"E	54.01'
C77	36°53'16"	70.00'	45.07'	N17°33'56"E	44.29'
C78	25°00'55"	42.50'	18.56'	S13°23'36"E	18.41'
C79	23°47'42"	42.50'	17.65'	S11°00'42"W	17.52'
C80	36°16'06"	17.50'	11.08'	S41°02'36"W	10.89'
C81	55°51'50"	17.50'	17.06'	S31°14'44"W	16.39'
C82	20°39'58"	17.50'	6.31'	S08°54'37"E	6.28'
C83	45°35'12"	17.50'	13.92'	S42°02'12"E	13.56'
C84	51°23'10"	17.50'	15.69'	S39°08'13"E	15.17'

LINE TABLE

LINE	BEARING	LENGTH
L1	S89°35'18"E	1.00'
L2	S76°59'59"E	39.16'
L3	N87°23'51"W	80.63'
L4	S87°23'51"E	80.63'
L5	N10°38'01"E	20.00'
L6	N10°38'01"E	12.42'
L7	S10°38'01"W	25.85'
L8	N36°00'33"E	30.73'
L9	N53°59'27"W	25.00'
L10	S53°59'27"E	25.00'
L11	N36°00'33"E	60.19'
L12	S00°53'09"E	38.72'
L13	S22°54'34"W	40.57'
L14	S59°10'39"W	29.20'
L15	S59°10'39"W	60.92'
L16	S68°29'21"W	11.83'
L17	S19°14'36"E	47.28'
L18	S19°14'36"E	32.64'
L19	S64°49'48"E	8.55'
L20	S64°49'48"E	36.54'
L21	N89°07'18"E	16.00'

\\MMISHARE\WYOMING\PROJECTS\10256 - FP LITTLE GOOSE LLC\001 TEAL SPRING SUBDIVISION\ACAD\EXHIBITS\FIG 1_LAYOUT PLAN.DWG

VERIFY SCALE!
THESE PRINTS MAY BE REDUCED. LINE BELOW MEASURES ONE INCH ON ORIGINAL DRAWING.
MODIFY SCALE ACCORDINGLY!

REVISIONS			
NO.	DESCRIPTION	BY	DATE

PLOTTED BY:KATELYN LOLLAR ON Apr/18/2023

Morrison Maierle
engineers • surveyors • planners • scientists

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DRAWN BY: KRL
DSGN. BY: TEM
APPR. BY: TEM
DATE: 12/2022
Q.C. REVIEW
BY: ________
DATE: ________

TEAL SPRING SUBDIVISION PUD
SHERIDAN WYOMING
PUD LAYOUT PLAN

PROJECT NUMBER 10256.001
SHEET NUMBER APP-A
DRAWING NUMBER
APP-A

APPENDIX B
PRELIMINARY LANDSCAPE PLAN

SUBDIVISION MONUMENT SIGN;
FINAL LOCATION TBD

BOULEVARD TO BE GRASS SEED/SOD;
IRRIGATED BY HOA-OWNED RAW WATER
SUPPLY SYSTEM

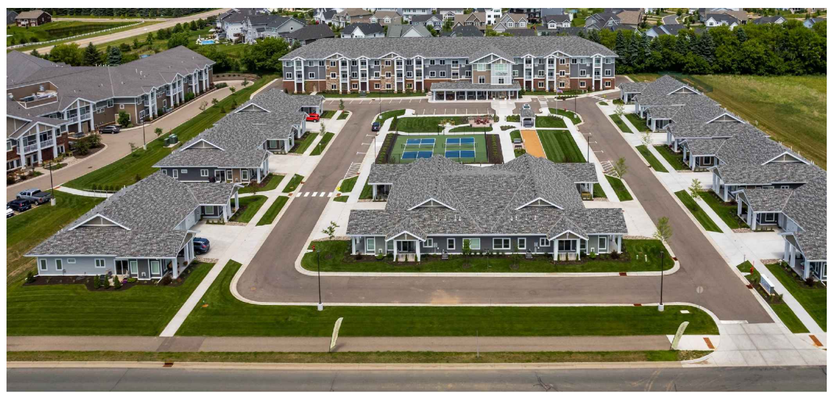
CREEK ACCESS CORRIDORS
LANDSCAPED AND IRRIGATED FROM
LITTLE GOOSE CREEK

UNSURFACED TRAIL FOR
SUBDIVISION RESIDENTS ONLY
(PRIVATE)

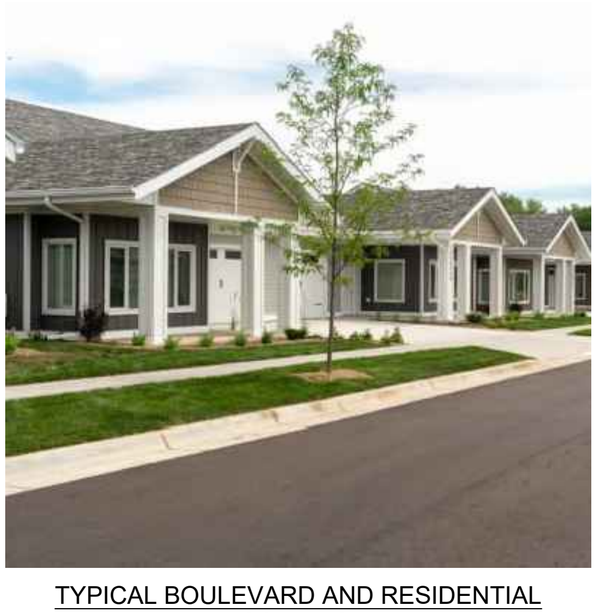
MAILBOX TURNOUT

CREEK ACCESS CORRIDORS
LANDSCAPED AND IRRIGATED FROM
LITTLE GOOSE CREEK

SUBDIVISION MONUMENT SIGN;
FINAL LOCATION TBD



SENIOR LIVING VILLAGE
CONCEPT PLAN



TYPICAL BOULEVARD AND RESIDENTIAL
LANDSCAPING PLAN

LEGEND

- ASPHALT
- BOULEVARD
- LOTS PROFESSIONALLY LANDSCAPED; IRRIGATED FROM CITY-SUPPLIED WATER SYSTEM AT THE TIME OF LOT DEVELOPMENT
- RESIDENTIAL LOTS; LANDSCAPED AND IRRIGATED BY INDIVIDUAL LOT OWNERS WITH HOA-OWNED RAW WATER SUPPLY SYSTEM, WATER PUMPED FROM LITTLE GOOSE CREEK
- PATH - CONCRETE
- MOWED/UNSURFACED TRAIL
- FUTURE SENIOR LIVING VILLAGE AND OUTLOT E; ALL UNSURFACED AREAS PROFESSIONALLY LANDSCAPED, WITH IRRIGATION PROVIDED BY HOA-OWNED RAW WATER SUPPLY SYSTEM, WATER PUMPED FROM LITTLE GOOSE CREEK
- OPEN SPACE - LEFT NATURAL
- OPEN SPACE - IRRIGATED AND LANDSCAPED
- WATER
- WETLAND BOUNDARY

N

150 75 0 150 300

SCALE IN FEET

Morrison Maierle
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APPR. BY: TEM
DATE: 12/2022

TEAL SPRING SUBDIVISION PUD
SHERIDAN WYOMING

PRELIMINARY LANDSCAPE PLAN

PROJECT NO. 10256.001

FIGURE NUMBER APP-B

W:\10256 - FP Little Goose LLC\001 Teal Spring Subdivision\ACAD\Exhibits\FIG 1_LandscapePlan.dwg
Plotted by tyson markham on Jan/18/2023

APPENDIX C
FUTURE DEVELOPED LOT CONCEPTS (FOR REFERENCE)

LOT 29
25,680 SF
±0.59 AC

LOT 30
22,935 SF
±0.53 AC

LOT 31
22,475 SF
±0.52 AC

LOT 32
24,813 SF
±0.57 AC

LOT 33
26,383 SF
±0.61 AC

LOT 34
22,785 SF
±0.52 AC

LOT 35
15,661 SF
±0.36 AC

LOT 13
17,015 SF
±0.39 AC

LOT 14
16,871 SF
±0.39 AC

LOT 15
16,704 SF
±0.38 AC

LOT 16
15,324 SF
±0.35 AC

LOT 17
15,137 SF
±0.35 AC

LOT 18
17,256 SF
±0.40 AC

OUTLOT B
94,011 SF
±2.16 AC

Trail System

SWAN DRIFT COURT

LOT 19
17,864 SF
±0.41 AC

LOT 20
12,897 SF
±0.30 AC

LOT 21
11,520 SF
±0.26 AC

LOT 22
13,404 SF
±0.31 AC

LOT 23
14,857 SF
±0.34 AC

Stormwater

Stormwater

Stormwater

mailboxes

COMMUNITY BUILDING

PICKLE BALL

TRACT 1
289,066 SF
±6.64 AC

greenhouse

THREE-STORY APARTMENT BUILDING

TRACT 1 BOUNDARY

ONE-STORY PATIO-STYLE HOME (TYP.)

LOT 41
13,424 SF
±0.31 AC

LOT 42
16,888 SF
±0.39 AC

LOT 43
17,295 SF
±0.40 AC

LOT 44
17,500 SF
±0.40 AC

LOT 45
17,500 SF
±0.40 AC

LOT 46
17,500 SF
±0.40 AC

LOT 47
17,500 SF
±0.40 AC

LOT 48
17,500 SF
±0.40 AC

LOT 49
17,500 SF
±0.40 AC

LOT 50
17,500 SF
±0.40 AC

LOT 51
17,500 SF

LOT 53
13,943 SF
±0.32 AC

LOT 54
14,400 SF
±0.33 AC

LOT 55
14,400 SF
±0.33 AC

LOT 56
14,400 SF
±0.33 AC

LOT 57
14,400 SF
±0.33 AC

LOT 58
14,304 SF
±0.33 AC

LOT 59
14,240 SF
±0.33 AC

TEAL SPRING DRIVE

SECONDARY DRIVE

PL

N

0 50 100

SCALE IN FEET

NOTE:

THIS IS A CONCEPTUAL SITE LAYOUT ONLY AND IS SUBJECT TO CHANGE. IT IS NOT A FINAL REPRESENTATION AND MAY BE MODIFIED BASED ON VARIOUS FACTORS INCLUDING ENGINEERING AND DESIGN REVISIONS. ANY DIMENSIONS, LOCATIONS, AND AMENITIES SHOWN ARE APPROXIMATE.

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APPR. BY: TEM
DATE: 12/2022

TEAL SPRING SUBDIVISION PUD
SHERIDAN WYOMING

FUTURE SENIOR VILLAGE CONCEPTUAL LAYOUT

PROJECT NO.
10256.001

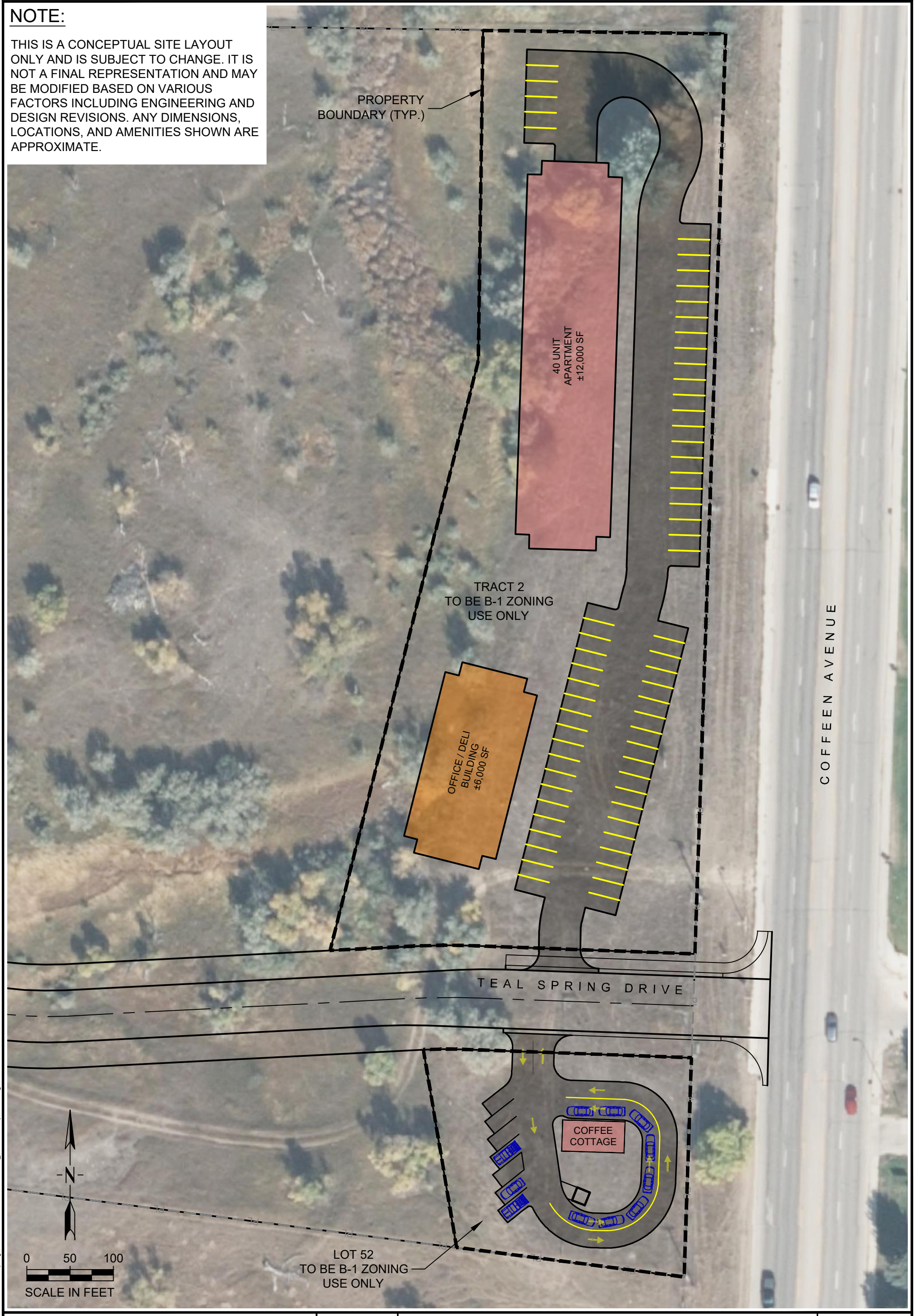
FIGURE NUMBER
APP-C1

Plotted by tyson markham on Jan/16/2023

W:\10256 - FP Little Goose LLC\001 Teal Spring Subdivision\ACAD\Exhibits\APP-C_FutureDevelopments.dwg

NOTE:

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DATE: 12/2022

TEAL SPRING SUBDIVISION PUD
SHERIDAN WYOMING

TRACT 2 & LOT 52 CONCEPTUAL LAYOUT

PROJECT NO. 10256.001

FIGURE NUMBER APP-C2

Plotted by katelyn lollar on Feb/28/2023

W:\10256 - FP Little Goose LLC\001 Teal Spring Subdivision\ACAD\Exhibits\APP-C_FutureDevelopments.dwg

APPENDIX D
DEVELOPERS NOTES

Developer's Notes
Proposed Teal Spring Subdivision PUD

Project Location:

The proposed 65-acre Teal Spring project is located across from the Sheridan College on Coffeen Avenue and will connect up through Wetlands Drive to East Brundage Lane. All the property is within the city limits. Wetlands Drive and city utilities have been sized and stubbed into the site in anticipation of this land being developed.

Project Market Area:

Proximity to employment and shopping are key factors when choosing where to live. Sheridan is a shopping/services destination for the surrounding rural area in Sheridan County, as well as the employment center. Many of Sheridan's retail stores and businesses are less than a mile away from the site including Walmart, Albertsons, Walgreens, Home Depot, Sportsman's Warehouse, Shipton's Big R, car dealerships, gas stations, various offices, and several restaurants. Another benefit to this location is the proximity to Sheridan College. Both the City of Sheridan's recent Housing Needs Assessment and the developer's market study for the site indicate strong demand for housing in the community and on this site.

The Sheridan Housing Needs Assessment and Strategy study completed by Gruen Associates Study in January 2022 indicated:

- For-sale housing market is extremely competitive – low available inventory accompanied by price increases.
- Rental housing market shows the typical signs of an under-supplied market (low vacancy and increasing rents).
- Workforce housing needs are estimated at about 700 units – 50% of the total projected need.
- Senior housing and non-workforce housing needs are estimated at about 300 units- 21% of total projected need.
- Housing replacement needs are estimated at 360 units over the next 10 years. Approximately 60% of the housing replacement need estimate is attributable to the replacement of units that are 65 years or older.
- The recommendations included:
  - Encourage the production of market-rate housing. This promotes affordability by helping to satisfy the demand of higher-income households, which would otherwise compete for (and bid up the price of) existing units.
  - Identify locations at which to increase allowable densities per acre and change zoning to encourage residential/mixed uses. Rezone some presently commercial or industrial lands in commercial corridors such as Coffeen Avenue to encourage their redevelopment into residential development and/or mixed-use developments.

The developer contracted with Viewpoint Consulting Group to complete a site-specific market study for multi-family and senior living housing in July 2022. That study indicated:

- Multi-Family Housing Market: Household growth, pent-up demand, and turnover combine to create demand for 517 additional market rate multi-family units in the PMA (primary market area) over the next five years. No single location or development can capture all the unmet demand in a PMA. Based on the strength of this development site, with easy access to shopping and employment in Sheridan, it is reasonable that the site can capture between 25% and 30% of the unmet demand potential in the PMA. This results in the support for 140 to 168 units on the Site through 2027. Other proposed developments in the PMA would compete for the remaining 70% to 75% of unmet demand.
- Senior Living Market:
  - Senior 55+ Independent Living: The unmet demand is for 180 units in the PMA in 2021. With no pending developments with independent living identified in the PMA, the unmet demand potential in the PMA is calculated for 226 units in 2026. No single site can capture all the demand in a PMA, so it is estimated that the site can capture 45% of the unmet demand potential. This results in unmet demand on the Site for 81 independent living units in 2021 increasing to 102 units in 2026.
  - Senior Assisted Living: The unmet demand is for 94 units in the PMA in 2021. With no pending developments with assisted living identified in the PMA, the unmet demand potential in the PMA is calculated for 226 units in 2026. No single site can capture all the demand in a PMA, so it is estimated that the site can capture 45% of the unmet demand potential. This results in unmet demand on the Site for 81 assisted living units in 2021 increasing to 102 units in 2026.
  - Senior Memory Care Living: The unmet demand is for 78 units in the PMA in 2021. With no pending developments with memory care living identified in the PMA, the unmet demand potential in the PMA is calculated for 226 units in 2026. No single site can capture all the demand in a PMA, so it is estimated that the site can capture 45% of the unmet demand potential. This results in unmet demand on the Site for 35 memory care units in 2021 increasing to 43 units in 2026.

This proposed PUD has been carefully planned with a lot of thought to be in alignment with the previous planning by the City of Sheridan.

<u>Economic benefits of this development:</u>
The PUD provides various mixed-use building sites and single-family residential lots, creating a stronger positive impact to Sheridan than just a single building project. Some facts to note:

- Employment economic impact: The proposed senior living sites and other mixed use lots provide potential employment opportunities. The 6+ acre Tract 1 is planned for a senior living community of some type. An independent living community would employ 4-6 people, and an assisted living/memory care community would likely employ 15-25 FTE with good wages. The 1.45-acre Lot 1 could potentially be a memory care community, but other commercial/multi-family options are also a possibility there. With the nursing and CNA program at Sheridan College nearby, the project will provide good jobs here in our community for a range of careers. As the other commercial lots are sold, those businesses will add to the employment base in the area.

- Economic impact to local businesses: The project plans for a mix of senior living, single-family homes, multifamily living, and commercial businesses. There will likely be a mix of singles, couples, and families from all generations. Residents will impact local businesses by using local services, purchasing goods in local stores, eating out in restaurants, going to church, participating in Sheridan's many cultural and social events, as well as providing homes for employees to live in locally.
  The overall development and each individual project site will contract with local service providers for internet/cable, lawn maintenance, snow blowing, waste removal, utilities, insurance, etc. It's likely that each project and many homeowners will be working with local banks for financing.

- Economic impact of City of Sheridan seniors or others selling their homes and staying in the community: When people move from their older home (maybe starter homes) or when seniors move from their homes to a senior living community, most of them are homeowners. When they sell their homes, that opens up new housing opportunities for other people/families to purchase homes in the community. This new development and proposed building projects will provide capacity here in Sheridan for current residents to be able to continue to live in our community and not have to move elsewhere when they are ready to move out of their homes.

- Economic impact of new seniors moving to Sheridan: The Viewpoint Consulting Group market study shows that 15% of the anticipated seniors moving to this development would come from outside the PMA (primary market area). This means that this development would have new seniors moving to Sheridan to live, to be close to family, enjoy retirement, and just enjoy the community.

- Construction economic impact: Construction to prepare the 67-acre site will take about 6 to 8 months, with an estimated 20-30 people in various trades involved in building the site grading and infrastructure for most of that time. The senior living project will take about 14-16 months to build. On a similar-sized project the developer is just completing, between 40-60 people were on site working every day for the duration of the project. Each of the single-family resident lots will have contractors constructing homes over the next several years.

<u>Estimated total project cost for the land development:</u>
The total land development project cost (without buildings) is projected to be about $11 million. This number includes the land purchase, site engineering and other soft costs, site work with street and utility infrastructure, stream restoration, landscaping, legal and financing costs.

<u>Estimated cost for the independent senior living village:</u>
Based on past projects of this size, the total project cost from the initial design through construction is projected to be about $18 million.

<u>Anticipated timeline</u>:
We anticipate the overall development construction to start in Summer 2023 with the site grading and infrastructure construction to take 6 to 8 months. The 60-unit independent senior

living village would start construction in the spring or 2024. The single family lots plan to start being sold in summer 2023 and homes built over a 5+ year period.

Project Team:

Frisbie Companies, LLC

Frisbie Companies' owners Matt and Shari Frisbie have led the ownership and development of five senior housing communities and two multifamily communities totaling 611 units. In addition to developing projects, Matt and Shari previously owned an architecture firm where they worked on more than 1,000 projects over the last 25+ years, including offices and other commercial buildings, retail projects, multifamily projects, churches, and senior living. Matt Frisbie's role is to oversee the design/architectural work, coordinate with consultants and engineering, and lead the city/governing entity approval process. Shari Frisbie's role is in raising equity, and the legal, accounting, and corporate board meetings for each of the development projects. She is the asset manager for senior living projects and manages commercial real estate the couple owns.

Matt grew up in Sheridan and graduated from Sheridan High School and received his Master of Architecture from Montana State University in Bozeman. He still has family in the area and enjoys the connection to a great community and the Bighorn Mountains. Shari grew up on a farm in central Minnesota and graduated from Gustavus Adolphus College with a degree in Communications. She loves four-wheeling and camping adventures in the Bighorns.

Our Team of Valued Local Consultants:
Civil Engineering: Morrison-Maierle, Inc.
Surveying and Platting: Prestfeldt Surveying, LLC
Hydrology: WWC Engineering
Stream Restoration: Steady Stream Hydrology, LLC
Traffic Study: Stantec, Inc.
Water Rights: Out West, LLC
Realty: Chase Brothers
Geotech: American Engineering Testing (AET)
Legal Services: Chapman Valdez & Lansing
Financing: First Northern Bank of Wyoming

"EXHIBIT B"
FIRST AMENDMENT TO THE PUD DESIGN REPORT
FOR
TEAL SPRINGS SUBDIVISION PLANNED UNIT DEVELOPMENT

WHEREAS, by Ordinance No. 2300-26, the City of Sheridan Governing Body approved and adopted this First Amendment.

NOW THEREFORE, the PUD Design Report for Teal Springs Subdivision Planned Unit Development is hereby amended as follows:

Section 7.1 Type and Size of Dwelling Units

Homes built within the single-family residential lots will be up to two-story structures with a minimum of 1,800 square feet of living space. All homes will include full-sized finished garages. A geotechnical investigation and report will be required for each lot within the subdivision.

All residences and/or commercial buildings within the floodplain area will be provided with a preliminary elevation certificate indicating base flood elevation. All new construction sites will need to be constructed to meet the standards of the City of Sheridan Floodplain Administrator. Once constructed, a new Elevation Certification will be required by individual property owners to ensure sufficient building elevation relative to surrounding floodways.

Except as amended in this First Amendment, the PUD Design Report for the Teal Springs Subdivision Planned Unit Development shall remain in full force and effect.

"Exhibit C"

CITY OF Sheridan WYOMING

Planning Department
55 Grinnell Plaza
Sheridan, WY 82801
307-675-4248

LETTER OF AUTHORIZATON

I am/we are the legal owner(s) of the property being considered under this application, the legal description hereby described as:

Lots 27,28,29, & 30, Teal Spring Subdivision, Planned Unit Development, Phase - 1

and do hereby authorize the below applicant(s) and representative(s) to file and represent my/our interest in the following applications:

1. PUD Amendment Request for Teal Spring Subdivision dated October 2025
2. _____
3. _____

I am/we are the legal owners(s) of said property; have read this 'Letter of Authorization" and know the contents thereof; and so hereby certify under penalty of perjury under the laws of the State of Wyoming that the information contained in this application is true and correct.

OWNER(S) OF RECORD (if LLC or partnership, list name of authorized representative)

Print Name	Signature	Date
Christopher Wagner	Christopher J Wagner	11-7-25
Ann Wagner	Ann Wagner	11-7-25

I/we authorized the following people or persons to act as agent for of the subject application(s) and to perform all acts for development on my/our property.

APPLICANT(S)

Print Name	Signature	Date
Matt Frisbie, FP Little Goose LLC		12/2/25
Shari Frisbie, FP Little Goose LLC	Shari Frisbie	12/2/25

CITY OF Sheridan
WYOMING

Planning Department
55 Grinnell Plaza
Sheridan, WY 82801
307-675-4248

LETTER OF AUTHORIZATON

I am/we are the legal owner(s) of the property being considered under this application, the legal description hereby described as:

Lot 16, Teal Spring Subdivision, Planned Unit Development, Phase - 1

and do hereby authorize the below applicant(s) and representative(s) to file and represent my/our interest in the following applications:

1. PUD Amendment Request for Teal Spring Subdivision dated October 2025
2. _____
3. _____

I am/we are the legal owners(s) of said property; have read this 'Letter of Authorization" and know the contents thereof; and so hereby certify under penalty of perjury under the laws of the State of Wyoming that the information contained in this application is true and correct.

OWNER(S) OF RECORD (if LLC or partnership, list name of authorized representative)

Jess Yeigh		11/17/2025
Print Name	Signature	Date
Doreen Choong		11/17/2025
Print Name	Signature	Date

I/we authorized the following people or persons to act as agent for of the subject application(s) and to perform all acts for development on my/our property.

APPLICANT(S)

Matt Frisbie, FP Little Goose LLC		12/2/25
Print Name	Signature	Date
Shari Frisbie, FP Little Goose LLC		12/2/25
Print Name	Signature	Date

CITY OF Sheridan WYOMING

Planning Department
55 Grinnell Plaza
Sheridan, WY 82801
307-675-4248

LETTER OF AUTHORIZATON

I am/we are the legal owner(s) of the property being considered under this application, the legal description hereby described as:

Lot 6, Teal Spring Subdivision, Planned Unit Development, Phase - 1

and do hereby authorize the below applicant(s) and representative(s) to file and represent my/our interest in the following applications:

1. PUD Amendment Request for Teal Spring Subdivision dated October 2025
2. _____
3. _____

I am/we are the legal owners(s) of said property; have read this 'Letter of Authorization" and know the contents thereof; and so hereby certify under penalty of perjury under the laws of the State of Wyoming that the information contained in this application is true and correct.

OWNER(S) OF RECORD (if LLC or partnership, list name of authorized representative)

DeWayne Dillon	Dwayne E Dillon	11/17/25
Print Name	Signature	Date
Julie Dillon	Julie E Dillon	11/17/25
Print Name	Signature	Date

I/we authorized the following people or persons to act as agent for of the subject application(s) and to perform all acts for development on my/our property.

APPLICANT(S)

Matt Frisbie, FP Little Goose LLC	Matt Frisbie	12/2/25
Print Name	Signature	Date
Shari Frisbie, FP Little Goose LLC	Shari L. Frisbie	12/2/25
Print Name	Signature	Date

CITY OF Sheridan WYOMING

Planning Department
55 Grinnell Plaza
Sheridan, WY 82801
307-675-4248

LETTER OF AUTHORIZATON

I am/we are the legal owner(s) of the property being considered under this application, the legal description hereby described as:

Lot 52, Teal Spring Subdivision, Planned Unit Development, Phase - 1

and do hereby authorize the below applicant(s) and representative(s) to file and represent my/our interest in the following applications:

1. PUD Amendment Request for Teal Spring Subdivision dated October 2025
2. _____
3. _____

I am/we are the legal owners(s) of said property; have read this 'Letter of Authorization" and know the contents thereof; and so hereby certify under penalty of perjury under the laws of the State of Wyoming that the information contained in this application is true and correct.

OWNER(S) OF RECORD (if LLC or partnership, list name of authorized representative)

Print Name	Signature	Date
Kirk Kostiniemi		11/10/25

I/we authorized the following people or persons to act as agent for of the subject application(s) and to perform all acts for development on my/our property.

APPLICANT(S)

Print Name	Signature	Date
Matt Frisbie, FP Little Goose LLC		12/2/25
Shari Frisbie, FP Little Goose LLC		12/2/25

CITY OF Sheridan WYOMING

Planning Department
55 Grinnell Plaza
Sheridan, WY 82801
307-675-4248

LETTER OF AUTHORIZATON

I am/we are the legal owner(s) of the property being considered under this application, the legal description hereby described as:

Lots 24, 25, & 26, Teal Spring Subdivision, Planned Unit Development, Phase - 1

and do hereby authorize the below applicant(s) and representative(s) to file and represent my/our interest in the following applications:

1. PUD Amendment Request for Teal Spring Subdivision dated October 2025
2. _____
3. _____

I am/we are the legal owners(s) of said property; have read this 'Letter of Authorization" and know the contents thereof; and so hereby certify under penalty of perjury under the laws of the State of Wyoming that the information contained in this application is true and correct.

OWNER(S) OF RECORD (if LLC or partnership, list name of authorized representative)

Print Name	Signature	Date
Pete Widener		12/1/25
Lucy Widener		11/30/25

I/we authorized the following people or persons to act as agent for of the subject application(s) and to perform all acts for development on my/our property.

APPLICANT(S)

Print Name	Signature	Date
Matt Frisbie, FP Little Goose LLC		12/2/25
Shari Frisbie, FP Little Goose LLC		12/2/25

October 29, 2025

City of Sheridan
Hanns Mercer, PE, Public Works Director
55 Grinnell Plaza
Sheridan, WY 82801

Re: PUD Amendment Request, Teal Spring Subdivision

Dear Hanns,

In accordance with Section 806.8 of City Municipal Code, this letter serves as a request to amend language within the Approved PUD Master Plan for the Teal Spring Subdivision, dated January 20, 2023.

The requested revisions are as follows:

PUD Design Report - Section 7.1 Type and Size of Dwelling Units

1) In the first sentence of the first paragraph, revise as follows:
   "Homes built within the single-family residential lots will be up to two-story structures ~~sized between 2,500 square feet to 4,000 square feet of living space~~."
   To:
   "Homes built within the single-family residential lots will be up to two-story structures with a minimum of 1,800 square feet of living space.

This revision is being proposed in response to current market trends and feedback from local builders, which suggest that some homebuyers—particularly within a certain age group—are increasingly drawn to smaller homes that still uphold the original PUD Master Plan building character, as well as quality of construction and finishes.

2) Remove the following sentence from the first paragraph: "Homes will be slab-on-grade construction with no basements planned" and add the following sentence: "A geotechnical investigation and report will be required for each lot within the subdivision."

This revision is being proposed because enforcing these criteria for the entire subdivision is not warranted, as well as feedback from local builders, who suggest some homebuyers prefer crawl spaces or basement foundations. Allowing this type of construction will be addressed on a case-by-case basis depending on each specific lot's geotechnical report and construction elevation requirements.

The above requests for the Teal Spring PUD present no adverse effect on surrounding property owners. We appreciate your assistance with and thank you for your consideration.

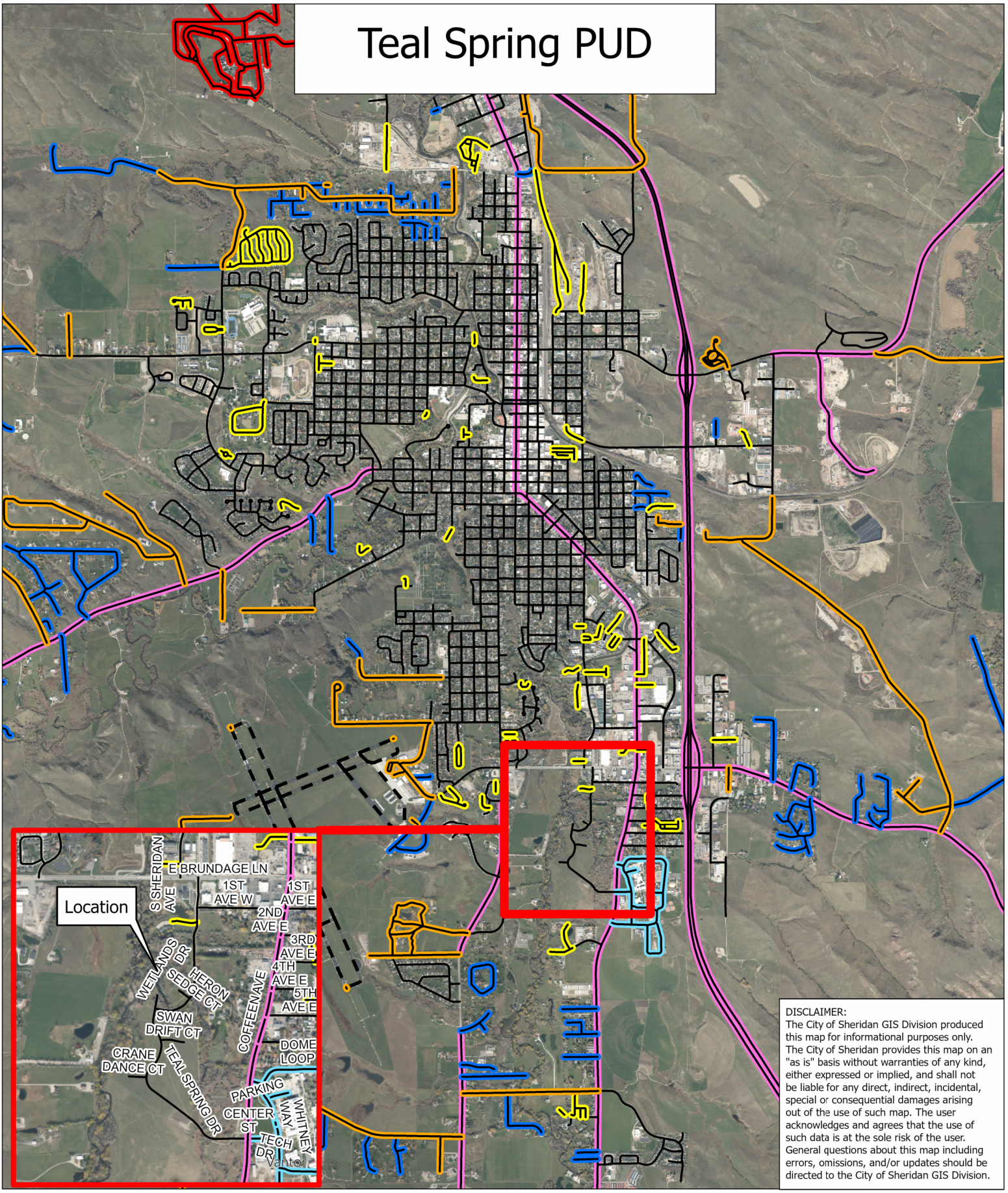
Sincerely,



Tyson Markham, PE
Project Engineer
tmarkham@m-m.net
(307) 675-7716

Ec: Matt and Shari Frisbie – FP Little Goose, LLC

Teal Spring PUD



DISCLAIMER:
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CITY OF Sheridan WYOMING

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Date: 12/19/2025 9:17 AM User: sgoodman