



CITY OF **DOUGLAS** WYOMING

REGULAR CITY COUNCIL MEETING
May 12, 2025 – 4:00 PM

Thank you for your cooperation in facilitating the public meeting process!

Reasonable accommodations for persons with disabilities who wish to participate in this public meeting shall be made upon request to the City Manager, at 307-358-3462

Council meetings are broadcast live on Cable Channel 9 and streaming live on the City of Douglas website

1. **Call to Order, Roll Call, and Pledge of Allegiance**
2. **Disclosures by City Council Members**
3. **Approval of General Agenda (Corrections or Additions)**
4. **Public Comments**
5. **Approval of Consent Docket**

a. **Minutes**

Regular City Council Meeting: April 14, 2025

Work Session - Aid to Others: April 21, 2025

Regular City Council Meeting: April 28, 2025

b. **Bills & Claims**

Warrant Register: April 2025

c. **Other – Consent-Second/Third Reading**

Ordinance No. 1050: An Ordinance Amending Chapter 8.20 Pertaining to Property Maintenance and Nuisance Abatement Requirements and Section 10.48.070 Pertaining to Parking of Recreational and Utility Vehicles and Trailers on Public Streets, Second Reading

Ordinance No. 1052: An Ordinance Amending Sections 8.20.080

Pertaining to Minimum Fines For Certain Nuisance Related Code Violations, Second Reading

Ordinance 1054: An Ordinance Creating Section 16.6.42 Pertaining to Mini-Warehouse (Commercial Self-Storage Facility) and Amending Section 16.2.2 Pertaining to Definitions, Table 4-6 of Section 16.4.7.1 Pertaining to Principal Uses, and Section 16.6.3.1 Pertaining to Allowed Uses and Structures in Commercial Zones, Second Reading

Ordinance No. 1055: An Ordinance Creating Section 5.16.111--Prohibiting The Pledging Or Hypothecating Of A Retail Liquor License As Collateral And Further Amending Ordinance 5.16.110 To Strike Paragraph G. Third Reading.

6. Presentations

- a. **New Employee Introduction: Eric Winslow-Community Service Officer**
- b. **Proclamation: Public Work's Week**

7. Discussion Items

8. Public Hearing

9. Tabled Items

- a. **Alternate Landscape Agreement: Big Country Storage**

10. Council Action Items

- a. **Ordinance No. 1057: An Ordinance Amending Chapter 6.080.160 Pertaining to Dog or Other Animal Bite Examination, First Reading**
- b. **Deed/Easement: Otherside of the Tracks**
- c. **Liquor License Award: Retail**
- d. **Resolution No. 2025-9: A Resolution Establishing An Open Container District Within The Local Downtown Historic District And Guidelines For Enforcement Within Said District**
- e. **Economic Development Week & Foundational Economic Development Measures**
 - 1. **Proclamation: Economic Development Week**
 - 2. **Ordinance No. 1056: An Ordinance Of The City Council For The City Of Douglas, Wyoming Creating A New Chapter 2.34, Douglas Urban Renewal Agency Code 2.34, Douglas Urban Renewal Agency Code, Of**

Title 2, Administration And Personnel, Of The Code Of The City Of Douglas, Wyoming. Third Reading.

3. Adopt Bylaws: Urban Renewal Agency

4. Appointment: Urban Renewal Board of Commissioners

11. Public Comments

12. City Manager's Report

13. Council Information

- a. Converse County Tourism Promotion Board Minutes: March 2025**
- b. Aid to Others Quarterly Reports: 1st, 2nd, and 3rd Quarter-Douglas Community Club**
- c. Arts & Culture Board of Trustees: Unapproved April Minutes**

14. CircleBack Recap

- a. CircleBacks from April 28, 2025 Council Meeting**

15. Good People Doing Good Things

16. Community Update

- a. Event Calendar**

17. Executive Session

18. Adjourn

Monday, May 12, 2025

Call to Order at:

Meeting Adjourned at:

City Council Regular Minutes
April 14, 2025

1. Call to Order, Roll Call, and Pledge of Allegiance

Roll Call was taken with the following City Council Members present: Mayor, Kim Pexton; Council Member, Ron McNare; Council Member, Perry Hershberger; Council Member, Matt Schmidt; Council Member, Joel Weeks by video call.

Also present: City Manager, J.D. Cox; City Attorney, Michael Armstrong; City Clerk, Sonya Ortega by video call; Human Resources Director, Kendal Detwiler; Chief of Police, Todd Byerly; Parks Superintendent, Brandon Frye; Administrative Services Director/Treasurer, Mary Nicol.

2. Disclosures by City Council Members

Councilperson McNare abstains from Council Action Item 10.f.

3. Approval of General Agenda (Corrections or Additions)

Councilperson Perry Hershberger moved to approve the General Agenda as presented. Seconded by Councilperson Matthew Schmidt. Motion carried 5-0.

4. Public Comments

None.

5. Approval of Consent Docket

Councilperson Matthew Schmidt moved to approve the Consent Docket as presented. Seconded by Councilperson Ron McNare. Motion carried 5-0.

a. Minutes

Regular City Council Meeting March 24, 2025

b. Bills & Claims

Warrant Register: March 2025

c. Other – Consent

d. Ordinance: Third Reading

Ordinance No. 1051: An Ordinance Amending Chapter 15.16.080(A)(1) of Douglas Municipal Code Pertaining to Liquor Licensing, Permitting and

Sales, Third Reading

6. Presentations

a. Proclamation: National Volunteer Week

A proclamation declaring April 20-26, 2025 as National Volunteer Week in Douglas was read aloud by Councilperson Hershberger. Councilperson Hershberger highlighted the City's new volunteer program.

b. Douglas Golf Club

The golf course superintendent provided an update and clarification pertaining to the water usage and water leak at the golf course. They are planning to have a study done to find out where the leak is coming from.

7. Discussion Items

a. The 112: EV Studio Report

City Manager Cox and EV Studio representative, Brian Welch, discussed the approved bid and options going forward with the 112 Building. The Council wants to remove the facade and secure the north and south buildings, preferring Options 2 and 3. Project plans are expected within eight weeks.

b. Permits: Contractors/Subcontractors

Director Chaffin provided information on the permits regarding contractors and subcontractors.

c. Shipping Containers as Storage Units

Director Chaffin reported on a request to use shipping containers for self-storage within city limits, clarifying that industrial zones aren't considered commercial. Concerns about potential misuse were discussed. The Police Department Community Service Officer would not enforce it; the Building Official and Director Chaffin will handle it. Council wants the containers to be visually appealing, limited to ground-level use, and to clarify the code to state "no stacking." Councilperson Schmidt will abstain due to proximity. Director Chaffin will inform the buyer the site isn't approved, and the existing code will move forward.

8. Public Hearing

None.

9. Tabled Items

a. Ordinance No. 1050: An Ordinance Amending Chapter 8.20 Pertaining to Property Maintenance and Nuisance Abatement Requirements, Section 10.48.070 Pertaining to Parking of Recreational and Utility Vehicles and Trailers on Public Streets, and Section 12.20 Pertaining to Trees and Shrubs, First Reading

Director Chaffin presented Ordinance 1050, including changes from March 24th, and provided the new updates. The City consulted with State Forestry, which warned against taking full ownership of all community trees due to staffing, equipment, liability, and insurance concerns. Council discussed the pros and cons, with differing views on responsibility and cost-sharing. Councilperson Weeks supported shared responsibility and suggested a grant program for residents who can't afford tree maintenance. Councilperson Schmidt proposed adding special insurance via water bills, council had differing views. Mayor Pexton also suggested citizen incentives for tree care and water conservation. City Manager Cox recommended evaluating responsibilities and best practices. The Council agreed to explore insurance options, revisit costs, and table the item for now. Director Chaffin said the ordinance could be split, bringing it back without section 12.20 for separate review.

Councilperson Ron McNare moved to remove Ordinance No. 1050 from the table. Seconded by Councilperson Matthew Schmidt. Motion carried 5-0. Councilperson Perry Hershberger moved to approve Ordinance No. 1050 as presented on first reading with removal of section 3. Seconded by Councilperson Matthew Schmidt. Motion carried 5-0.

b. Ordinance No. 1052: An Ordinance Amending Sections 8.20.080 Pertaining to Minimum Fines For Certain Nuisance Related Code Violations, first reading

City Attorney Armstrong advised this Ordinance will remain on the table so we can coordinate this with Ordinance 1050. Mayor Pexton advised to keep this tabled.

c. Appointment of Voting Delegate and Alternate for WAM Summer Conference

Councilperson Perry Hershberger moved to remove Appointment of Voting Delegate and Alternate for WAM Summer Conference from the table.

Seconded by Councilperson Ron McNare. Motion carried 5-0.

Councilperson Ron McNare moved to appoint Kim Pexton as Voting Delegate and JD Cox as Alternate Delegate for the 2025 Summer WAM Conference.

Seconded by Councilperson Matthew Schmidt. Motion carried 5-0.

10. Council Action Items

- a. Ordinance No. 1055: An Ordinance Creating Section 5.16.111--Prohibiting The Pledging Or Hypothecating Of A Retail Liquor License As Collateral And Further Amending Ordinance 5.16.110 To Strike Paragraph G. First reading**

City Manager Cox presented Ordinance 1055 to the council in reference to using a retail liquor license as collateral.

Councilperson Matthew Schmidt moved to approve Ordinance 1055 as presented on first reading. Seconded by Councilperson Perry Hershberger. Motion carried 5-0.

- b. Ordinance No. 1056: An Ordinance Of The City Council For The City Of Douglas, Wyoming Creating A New Chapter 2.34, Douglas Urban Renewal Agency Code 2.34, Douglas Urban Renewal Agency Code, Of Title 2, Administration And Personnel, Of The Code Of The City Of Douglas, Wyoming. First Reading**

City Manager Cox presented the Ordinance 1056 to council regarding adding Douglas Urban Renewal Agency to the City of Douglas Code.

Councilperson Ron McNare moved to move to approve ordinance 1056 as presented on first reading. Seconded by Councilperson Perry Hershberger. Motion carried 5-0.

- c. Community Service Funding Agreement: Douglas Community Golf Club**

City Manager Cox presented the agreement and advised the Douglas Community Golf Club accepted all parts of the agreement.

Councilperson Ron McNare moved to approve the Community Service funding agreement as presented. Seconded by Councilperson Matthew Schmidt. Motion carried 5-0.

- d. Approval of PD Policy Changes**

Chief Byerly presented to council the updated policies for the Police Department.

Councilperson Perry Hershberger moved to accept the recommended changes to the Police Department Policies as presented. Seconded by Councilperson Matthew Schmidt. Motion carried 5-0.

- e. Audit Engagement: FY 2425**

Director Nicol provided the staff report on the FY2425 audit.

Councilperson Ron McNare moved to authorize the audit engagement letter from Carver Florek & James, LLC for audit services for Fiscal year 2024-2025 as presented and authorize the City Manager to sign all associated documents. Seconded by Councilperson Matthew Schmidt. Motion carried 5-0.

- f. Warrant Register: March 2025: K&R Construction, LLC**

Councilperson Perry Hershberger moved to approve Warrant Register: March 2025: K&R Construction, LLC as presented. Seconded by Councilperson Matthew Schmidt. Motion carried 4-0. Council Member McNare abstained.

g. Cemetery: Mower Purchase

Superintendent Frye presented to council information about the lawn mowers the Parks Department is requesting to purchase.

Councilperson Ron McNare moved to accept the quote from Blackhills Power Equipment for the purchase of two new Cub-Cadet Pro z 60s lawn mowers in the amount of \$29,150.42 and authorize the City Manager to sign all associated documents. Seconded by Councilperson Matthew Schmidt. Motion carried 5-0.

11. Public Comments

None.

12. Council Comments

Council Member Weeks directed staff to look into a tree partially blocking a driveway on North 4th Street.

13. City Manager's Report

City Manager Cox provided the council with a handout of ongoing projects within the City. Chief Byerly provided council with an update on the Community Service Officer change.

14. Council Information

a. Douglas Historic Preservation Commission Minutes

b. Planning Commission Meeting Minutes

c. Converse County Tourism Promotion Board February Minutes

d. Aid to Others 3rd Quarter Reports: Laramie Peak Humane Society; The Gathering Place; Wyoming Child and Family Development; Youth Development Services; Douglas Youth Hockey; Helping Hands; High Country Behavioral Health

15. CircleBack Recap

City Clerk Ortega provided a recap on the directives from Council to City Staff.

16. Good People Doing Good Things

Mayor Pexton wanted to thank Chief Byerly, City Manager Cox, Director Harbarger, and Director Chaffin for aiding in the issue on 8th street. Council Member McNare wanted to thank Council Member Hershberger and

his wife for taking on the gas selection forms, this was a huge undertaking that benefits a lot of people.
City Manager Cox congratulated Mayor Pexton for being accepted into the Wyoming Academy.

17. Community Update

a. Event Calendar

18. Executive Session

Councilperson McNare moved to adjourn into an executive session for the purpose of considering the appointment, employment, right to practice, dismissal, complaints or charges against a public officer, professional person or employee, in accordance with W.S. 16-4-405(a)(ii). Seconded by Councilperson Matthew Schmidt. Motion carried 4-0.

19. Adjourn

Regular City Council Meeting of April 14, 2025, adjourned into executive session at approximately 6:15pm.

Kim Pexton, Mayor

ATTEST:

Sonya Ortega, City Clerk
Published: April 23, 2025

**Unapproved Minutes – Work Session
City Council from City of Douglas Joint Work Session
April 21, 2025**

The work session was called to order at 8:55 a.m. on April 21, 2025. Present representing the Douglas City Council were Mayor Kim Pexton; Councilmembers Ron McNare, Perry Hershberger, and Matt Schmidt; City Administrator J.D. Cox; and City Clerk Sonya Ortega. Councilmember Joel Weeks was excused. Present from the converse County Commissioners were Commission Chairman Jim Willox; Vice Chairman Rick Grant, Commissioners Robert Short; Trent Kaufman; and Donald Blackburn; and County Clerk, Karen Rimmer.

The following nonprofit entities presented budget requests to the two governmental entities: The Enterprise (CANDO); Youth Development Services; Laramie Peak Humane Society; Boys & Girls Club of Douglas; Wyoming Child and Family Development; Converse Hope Center; Children's Advocacy Project; and High Country Behavioral.

The work session recessed at 12:00 p.m. and reconvened at 1:00 p.m.

The following nonprofit entities presented budget request after the lunch break: CAPNC/CSBG; Douglas Main Street; Saving Grace Food Pantry; Helping Hands Ministries, Inc.; and the Wyoming State Fair Foundation.

The Commissioners adjourned their work session at 2:15 p.m.; Douglas City representatives then heard presentations from Outdoor Enthusiasts of Converse County; Douglas Youth Hockey; CCSD #1 Rec. Board; Douglas Community Club; The Gathering; and The American Legion. No action was taken by either governmental entity.

Kim Pexton, Mayor

ATTEST:

Sonya Ortega, City Clerk
Not published.

City Council Regular Minutes
April 28, 2025

1. Call to Order, Roll Call, and Pledge of Allegiance

Roll Call was taken with the following City Council Members present: Mayor, Kim Pexton; Council Member, Ron McNare; Council Member, Perry Hershberger; Council Member, Matt Schmidt; Council Member, Joel Weeks. Also present: City Attorney, Michael Armstrong; City Clerk, Sonya Ortega; Human Resources Director, Kendal Detwiler; Chief of Police, Todd Byerly; Parks Superintendent, Brandon Frye; Administrative Services Director/Treasurer, Mary Nicol. Superintendent Frye introduced the volleyball players after they led the council meeting with the Pledge of Allegiance.

2. Disclosures by City Council Members

None.

3. Approval of General Agenda (Corrections or Additions)

Councilperson Perry Hershberger moved to approve the General Agenda as presented. Seconded by Councilperson Ron McNare. Motion carried 5-0.

4. Public Comments

None.

5. Approval of Consent Docket

Councilperson Ron McNare moved to approve the Consent Docket as presented. Seconded by Councilperson Joel Weeks. Motion carried 5-0.

a. Minutes

b. Bills & Claims

c. Other – Consent-Second Reading

Ordinance No. 1055: An Ordinance Creating Section 5.16.111--Prohibiting The Pledging Or Hypothecating Of A Retail Liquor License As Collateral And Further Amending Ordinance 5.16.110 To Strike Paragraph G. Second Reading.

Ordinance No. 1056: An Ordinance Of The City Council For The City Of Douglas, Wyoming Creating A New Chapter 2.34, Douglas Urban Renewal Agency Code 2.34, Douglas Urban Renewal Agency Code, Of Title 2, Administration And Personnel, Of The Code Of The City Of

Douglas, Wyoming. Second Reading.

6. Presentations

a. Douglas Youth Volleyball Presentation

Douglas Youth Volleyball led the Council Meeting with the Pledge of Allegiance. Superintendent Frye presented the statistics on the volleyball team to council.

b. Proclamation: 2025 Arbor Day

Councilperson Schmidt proclaimed Arbor Day 2025 by reading aloud a proclamation.

c. Proclamation: Nurses Week

Councilperson Hershberger proclaimed Nurses Week to be May 6-12, 2025 and read aloud the Nurses Week Proclamation. Multiple nurses in the audience stood with council for a picture at the end of the reading.

7. Discussion Items

a. Trees in Boulevards

Superintendent Frye presented updates on tree management, including Arbor Day plans to plant a boulevard tree near a preschool. A 2023 tree inventory showed around 1,300 boulevard trees, with 300 in poor condition—requiring an estimated \$600,000 to address. Options discussed included designating a forestry staff (2 full-time and 2 seasonal workers), outsourcing high-level tree work, and expanding the cost-share program (currently capped at \$1,000). Without new staff, catching up on tree maintenance could take several years. Concerns were raised about landfill capacity, equipment shortages, insurance, and the need for proper training.

8. Public Hearing

a. Resolution No. 2025-10: A Resolution Authorizing a Conditional Use Permit to Vance Kunz and Lauren Davenport to Allow the Short-Term Rental of a Dwelling in a R-1 Neighborhood Residential Zoning District at 119 Feather Street (West Plains Addition, Block 2, Lot 27).

Mayor Pexton opened the Public Hearing at: 4:55pm.
Director Chaffin provided a staff report on the short-term rental.
Public Comment in Favor or Opposition: None.
Close Public Hearing at: 4:58pm.
Discussion: None.

Councilperson Perry Hershberger moved to approve Resolution No. 2025-10 as presented. Seconded by Councilperson Matthew Schmidt. Motion carried 5-0.

b. Resolution No. 2025-11: A Resolution Approving the Foster Subdivision, Converse County, Wyoming

Mayor Pexton opened the Public Hearing at: 4:59pm.

Director Chaffin provided a staff report on the Foster Subdivision.

Public Comment in Favor or Opposition: None

Close Public Hearing at: 5:02pm.

Discussion: None.

Councilperson Ron McNare moved to approve Resolution No. 2025-11 as presented. Seconded by Councilperson Joel Weeks. Motion carried 5-0.

c. Resolution No. 2025-12: A Resolution Approving the Roberts No. 2 Subdivision, Converse County, Wyoming

Mayor Pexton opened the Public Hearing at: 5:03pm.

Director Chaffin provided a staff report on the Roberts No. 2 Subdivision.

Public Comment in Favor or Opposition: None.

Close Public Hearing at: 5:04pm.

Discussion: None.

Councilperson Matthew Schmidt moved to approve Resolution No. 2025-12 as presented. Seconded by Councilperson Ron McNare. Motion carried 5-0.

d. Resolution No. 2025-13: A Resolution Approving the Roberts Subdivision, Lots 6 & 7, Converse County, Wyoming

Mayor Pexton opened the Public Hearing at: 5:05pm.

Director Chaffin provided a staff report on the Roberts Subdivision.

Public Comment in Favor or Opposition: None.

Close Public Hearing at: 5:06pm.

Discussion: None.

Councilperson Ron McNare moved to approve Resolution No. 2025-13 as presented. Seconded by Councilperson Perry Hershberger. Motion carried 5-0.

e. Ordinance 1054: An Ordinance Creating Section 16.6.42 Pertaining to Mini-Warehouse (Commercial Self-Storage Facility) and Amending Section 16.2.2 Pertaining to Definitions, Table 4-6 of Section 16.4.7.1 Pertaining to Principal Uses, and Section 16.6.3.1 Pertaining to Allowed Uses and Structures in Commercial Zones, First Reading

Mayor Pexton opened the Public Hearing at: 5:07pm

Director Chaffin provided a staff report on Ordinance 1054.

Public Comment in Favor or Opposition: None.

Close Public Hearing at: 5:09pm.

Discussion: None.

Councilperson Perry Hershberger moved to approve Ordinance 1054 as presented on first reading. Seconded by Councilperson Ron McNare. Motion

carried 5-0.

9. Tabled Items

a. Ordinance No. 1052: An Ordinance Amending Sections 8.20.080 Pertaining to Minimum Fines For Certain Nuisance Related Code Violations, First Reading

City Attorney Armstrong presented Ordinance 1052 and stated there would be no significant changes coinciding with Ordinance 1050.

Councilperson Joel Weeks moved to remove Ordinance No. 1052 from the table. Seconded by Councilperson Ron McNare. Motion carried 5-0.

Councilperson Ron McNare moved to approve Ordinance 1052 as presented on first reading. Seconded by Councilperson Joel Weeks. Motion carried 5-0.

10. Council Action Items

a. Alternate Landscape Agreement: Big Country Storage

Director Chaffin presented a landscaping ordinance. Councilperson McNare raised concerns about discrepancies between the original 2021 plot and current plans and requested to see the 2021 agreement. Director Chaffin will provide the requested documentation. Councilperson McNare suggested tabling the item until more information is available.

Councilperson Ron McNare moved to move to table the Alternate Landscape Agreement: Big Country Storage. Seconded by Councilperson Joel Weeks. Motion carried 5-0.

b. Ordinance No. 1050: An Ordinance Amending Chapter 8.20 Pertaining to Property Maintenance and Nuisance Abatement Requirements and Section 10.48.070 Pertaining to Parking of Recreational and Utility Vehicles and Trailers on Public Streets, First Reading

Director Chaffin reported that Section 3, Chapter 12.20 has been removed and is now a standalone ordinance. Numbering within the document has been corrected and verified. Chief Byerly noted changes made to this ordinance. Abatement & Cost Relief: The city may waive abatement costs for residents who meet income-based criteria. This may be tied to existing property tax relief programs. Changes to forms will reflect these new enforcement and relief procedures. Property Cleanup Support: Chief Byerly stated a plan is in place to target properties in disrepair with volunteer assistance. Request made to allocate \$10,000–\$15,000 annually for contracting cleanup services. A Vehicle Ordinance Discussion was had. This centered on unlicensed and/or inoperable vehicles on private property. Council raised concerns. Director Chaffin amended the ordinance as follows: for use and refurbishing and restoring vehicles as a hobby, a property owner may keep on his or her property no more than one unlicensed or inoperative vehicle and materials involved with the repair and restoration of said vehicle on any portion of the property in

compliance with city 16.5.8.3. F. Parking In Residential Zone Districts, provided the materials are effectively concealed from view. Councilperson Perry Hershberger moved to approved the amendment to Ordinance No. 1050. Seconded by Councilperson Matthew Schmidt. Motion carried 5-0.

Councilperson Ron McNare moved to approve Ordinance No. 1050 with the amendment as presented on first reading. Seconded by Councilperson Joel Weeks. Motion carried 5-0.

11. Public Comments

None.

12. Financial Report

a. March 2025

Director Nicol provided a financial report to council.

13. City Manager's Report

Chief Byerly provided the city manager report and updated proactive enforcement of the Community Officer Position.

14. Council Information

Notice of Possible Quorum: May 7, 2025 City/County Breakfast Meeting in the MHCC Boardroom at 7am.

a. Arts & Culture Board of Trustees Minutes (September 2024-March 2025)

b. Aid to Others 3rd Quarter Reports: Boys & Girls Club; Converse Hope Center; CANDO dba The Enterprise; Childrens Advocacy Project; CCSD#1; LPHS-updated

c. Douglas Historic Preservation Commission Minutes 20250416

d. Planning & Zoning Commission Minutes 20250421

15. CircleBack Recap

City Clerk Ortega provided a recap on the directives from Council to City Staff.

16. Good People Doing Good Things

None.

17. Presentations

a. Discover Douglas: Easter Egg Hunt Presentation

Public Relations Officer Litzsinger presented the 5 winners of the Discover Douglas Virtual Easter Egg Hunt. Winners were: Amanda Hammock, Marie Cowardin, Tiffany Blackburn, Abbie Phipps, and Christa Alexander.

18. Community Update

a. Event Calendar

19. Executive Session

20. Adjourn

Mayor Pexton adjourned the Regular City Council Meeting of April 28, 2025, at approximately 6:04pm
Councilperson Ron McNare moved to Adjourn. Seconded by Councilperson Matthew Schmidt. Motion carried 4-0.

Kim Pexton, Mayor

ATTEST:

Sonya Ortega, City Clerk
Published: May 7, 2025

Invoice Number	Description	Inv Date	Invoice Amount	GL Account Number
307 SIGNS AND MORE				
587	SIGN	05/02/25	46.00	10-5305-3210
Total 307 SIGNS AND MORE:			46.00	
5 ACES PRINTING LLC				
8246	AD FOR BID-ORPHA 3/CLEARFIELD PROJECT	03/05/25	150.00	10-5100-2115
8309	FY2026 COMMUNITY SERVICE GRANTS	03/05/25	60.00	10-5100-2115
8407	MINUTES	03/05/25	450.00	10-5100-2115
8408	AD FOR BID-VERTICAL TURBINE PUMP	03/05/25	90.00	10-5100-2115
8409	AD FOR BID-VERTICAL TURBINE PUMP	03/12/25	90.00	10-5100-2115
8410	ORDINANCE	03/05/25	210.00	10-5100-2115
8585	APPLICATION ACCEPTANCE LIQUOR LICENSE	03/19/25	60.00	10-5100-2115
8586	APPLICATION ACCEPTANCE LIQUOR LICENSE	03/26/25	60.00	10-5100-2115
8587	MINUTES	03/19/25	540.00	10-5100-2115
8588	ORDINANCE	03/19/25	90.00	10-5100-2115
8589	ORDINANCE	03/19/25	30.00	10-5100-2115
8590	WARRANT REGISTER	03/19/25	294.00	10-5100-2115
Total 5 ACES PRINTING LLC:			2,124.00	
AK ATHLETIC EQUIPMENT INC				
5424494	WRESTLING MAT	03/05/25	1,599.00	10-5202-3210
5424494	MAT LOGO	03/05/25	350.00	10-5202-3210
5424494	SHIPPING	03/05/25	240.00	10-5202-3210
5424494	PROCESSING FEE	03/05/25	65.67	10-5202-3210
Total AK ATHLETIC EQUIPMENT INC:			2,254.67	
AMUNDSEN ASSOCIATES LLC				
2025-113	COMMUNITY FACILITY ARCHITECUTURAL	04/08/25	123,576.00	57-5571-2153
Total AMUNDSEN ASSOCIATES LLC:			123,576.00	
ATLAS PREMIER SERVICE				
76614	COPIER MAINTENANCE AGREEMENT	04/10/25	95.77	10-5201-2156
Total ATLAS PREMIER SERVICE:			95.77	
AYRES ASSOCIATES INC				
221852	SKETCHBOOK ELEMENTS	04/04/25	252.50	41-5410-2158
221852	VISIONING & SITE WORK	04/04/25	917.50	41-5410-2158
221852	DOWNTOWN STRATEGIC PLAN	04/04/25	150.00	41-5410-2158
221865	DOUGLAS COMPREHENSIVE PLAN	04/04/25	738.10	10-5106-2158
222279	VISIONING & SITE WORK	04/29/25	1,858.81	41-5410-2158
222279	DOWNTOWN STRATEGIC PLAN	04/29/25	48.00	41-5410-2158
222283	GRANT & PROJECT MANAGEMENT	04/29/25	4,289.43	56-5560-6544
Total AYRES ASSOCIATES INC:			8,254.34	
BCN TELECOM INC				
23896523	PHONE SERVICE	04/01/25	120.58	10-5100-2134
23896523	PHONE SERVICE	04/01/25	8.26	10-5306-2134
Total BCN TELECOM INC:			128.84	
BIG COUNTRY REHAB				
023	PRE-EMPLOYMENT PHYSICAL	04/22/25	100.00	10-5201-2158

Invoice Number	Description	Inv Date	Invoice Amount	GL Account Number
Total BIG COUNTRY REHAB:			100.00	
BIG HORN SERVICES				
1662	BOILER REPAIR-CITY HALL	04/27/25	680.00	10-5100-2155
Total BIG HORN SERVICES:			680.00	
BISON PUMP & SUPPLY				
594135	GOLD WIRE	05/02/25	46.20	34-5340-3210
594135	FITTING	05/02/25	25.49	34-5340-3210
594135	FITTING	05/02/25	50.05	34-5340-3210
594135	HOSE ASSEMBLY	05/02/25	9.50	34-5340-3210
594135	HOSE GUARD	05/02/25	15.12	34-5340-3210
Total BISON PUMP & SUPPLY:			146.36	
BLACK HILLS ENERGY				
050225	GAS SERVICE	05/02/25	253.36	10-5100-2133
050225	GAS SERVICE	05/02/25	1,148.63	10-5301-2133
050225	GAS SERVICE	05/02/25	128.57	10-5306-2133
050225	GAS SERVICE	05/02/25	52.58	10-5307-2133
050225	GAS SERVICE	05/02/25	643.75	31-5401-2133
050225	GAS SERVICE	05/02/25	188.66	31-5402-2133
050225	GAS SERVICE	05/02/25	351.83	32-5502-2133
050225	GAS SERVICE	05/02/25	474.67	34-5340-2133
050225	GAS SERVICE	05/02/25	43.74	10-5304-2133
Total BLACK HILLS ENERGY:			3,285.79	
BLOEDORN LUMBER - DOUGLAS				
635889	RETURN-WAX RING	04/01/25	5.84	10-5304-3210
8698768	WAX RING	04/01/25	5.84	10-5304-3210
8699443	4X4	04/01/25	16.16	10-5304-3210
8702122	2X4 STUD	04/03/25	9.90	10-5304-3210
8702122	SCREWS	04/03/25	5.60	10-5304-3210
8702122	WASHERS	04/03/25	3.68	10-5304-3210
8702250	PLEXIGLASS	04/03/25	179.99	10-5306-3210
8702465	SCREWS	04/03/25	2.80	10-5304-3210
8702465	WASHERS	04/03/25	1.84	10-5304-3210
8702892	COUPLING	04/03/25	2.32	31-5402-3210
8702892	PIPE	04/03/25	5.70	31-5402-3210
8702892	HOSE CLAMP	04/03/25	13.96	31-5402-3210
8707605	CONCRETE MIX	04/07/25	147.03	10-5304-3210
8710268	DRILL BIT	04/08/25	24.99	33-5600-3210
8710896	DRILL BIT	04/08/25	26.99	31-5401-3210
8711689	WORK LIGHT	04/09/25	449.99	33-5600-3220
8713473	CONCRETE MIX	04/10/25	30.12	10-5304-3210
8721756	CAULK GUN	04/15/25	22.99	34-5340-3210
8721756	CAULK SEALANT	04/15/25	19.42	34-5340-3210
8721785	KEY	04/15/25	7.47	10-5305-3210
8722780	DOOR LEVER	04/15/25	74.69	10-5305-3210
8732599	SPRAY COMPOUND	04/22/25	12.59	32-5501-3210
8733104	WHEEL CUTOFF	04/24/25	15.29	32-5501-3210
8733104	SPRAY COMPOUND	04/24/25	12.59	32-5501-3210
8733148	DUCT TAPE	04/22/25	7.19	31-5402-3210
8734827	SPRAY COMPOUND	04/23/25	12.59	32-5501-3210
8735056	PAINT STRAINER	04/23/25	12.98	10-5305-3210

Invoice Number	Description	Inv Date	Invoice Amount	GL Account Number
8743037	PLIERS	04/28/25	22.99	10-5305-3220
8743073	MARKING FLAGS	04/28/25	8.49	10-5304-3210
8744814	CONCRETE MIX	04/29/25	134.98	10-5305-3210
8748967	CONCRETE MIX	05/01/25	238.20	10-5304-3210
8749478	RENTAL-CONCRETE MIXER	05/01/25	50.00	10-5304-3210
Total BLOEDORN LUMBER - DOUGLAS:			1,573.53	

BOMGAARS

383363	SPRAY PAINT	04/03/25	39.95	34-5340-3210
383363	SPRAY PAINT	04/03/25	41.94	34-5340-3210
384446	GLOVES	04/08/25	8.99	10-5304-3210
384447	TAPE	04/08/25	4.78	34-5340-3210
384447	PLUG	04/08/25	3.99	34-5340-3210
384501	ROTARY FILE	04/08/25	4.99	33-5600-3210
384501	DRILL BIT	04/08/25	17.99	33-5600-3210
384575	RETURN-PUMP	04/08/25	239.99	10-5302-3210
384576	PUMP	04/08/25	365.49	10-5302-3210
384791	PAPER TOWELS	04/09/25	59.96	32-5501-3210
386358	FASTENERS	04/14/25	.75	10-5304-3210
386358	FASTENERS	04/14/25	.89	10-5304-3210
386653	FASTENERS	04/15/25	11.92	10-5306-3210
386653	FASTENERS	04/15/25	7.92	10-5306-3210
386833	GAS CAN	04/16/25	10.99	10-5304-3210
386940	NAILS	04/16/25	18.99	10-5306-3210
387453	RIVER BACKUP PLATE	04/18/25	1.99	10-5306-3210
387453	RIVETS	04/18/25	8.99	10-5306-3210
387453	CORNER BRACE	04/18/25	4.29	10-5306-3210
387453	CORNER BRACE	04/18/25	5.98	10-5306-3210
387453	SPRAY BOTTLE	04/18/25	4.29	10-5306-3210
388193	BOLTS	04/21/25	1.08	10-5306-3210
388753	SPRAY PAINT	04/23/25	6.99	10-5306-3210
388753	SPRAY PAINT	04/23/25	11.98	10-5306-3210
389047	SAFETY EARMUFF	04/24/25	34.99	10-5304-3210
389053	HOSE END SPRAYER	04/24/25	15.99	10-5304-3210
389276	SAW BLADE	04/25/25	14.99	10-5306-3210
390668	GARDEN CULTIVATOR	04/29/25	17.99	10-5304-3210
390935	SCRAPER	04/30/25	2.99	34-5340-3210
390935	SPREADER	04/30/25	24.99	34-5340-3210
390935	COVER ROLL	04/30/25	199.99	34-5340-3210
Total BOMGAARS:			717.07	

BOYS & GIRLS CLUB OF DOUGLAS

2198-MAR	FUNDING ALLOCATION AGREEMENT	04/17/25	2,500.00	10-5110-8746
Total BOYS & GIRLS CLUB OF DOUGLAS:			2,500.00	

BUSINESS CENTER

15687	NOTARY STAMP	04/02/25	68.25	10-5106-3210
16019	BINDER CLIPS	04/25/25	14.94	10-5100-3201
16019	CALCULATOR RIBBONS	04/25/25	4.98	10-5100-3201
16019	CARTRIDGE	04/25/25	57.07	10-5100-3201
16019	CARTRIDGE	04/25/25	83.69	10-5100-3201
16019	CARTRIDGE	04/25/25	29.93	10-5100-3201
16019	CARTRIDGE	04/25/25	49.84	10-5100-3201
16019	CARTRIDGE	04/25/25	208.62	10-5100-3201
16019	DRY ERASE MARKERS	04/25/25	13.20	10-5100-3201

Invoice Number	Description	Inv Date	Invoice Amount	GL Account Number
16019	PERFORATED PAPER	04/25/25	90.20	10-5100-3201
16019	NCR PAPER	04/25/25	104.20	10-5100-3201
16019	PENS	04/25/25	27.41	10-5100-3201
16019	TELEPHONE SHOULDER REST	04/25/25	19.99	10-5100-3201
16021	ENVELOPES	04/25/25	42.72	10-5100-3201
16102	NEWSPAPERS	04/30/25	2.00	10-5100-3210
Total BUSINESS CENTER:			817.04	
CANDO - DBA THE ENTERPRISE				
325-MAR	FUNDING ALLOCATION AGREEMENT	04/14/25	8,333.33	10-5110-8714
Total CANDO - DBA THE ENTERPRISE:			8,333.33	
CAPITAL BUSINESS SYSTEMS INC				
1503481	MAINTENANCE AGREEMENT-PLOTTER	04/18/25	67.84	10-5106-2156
Total CAPITAL BUSINESS SYSTEMS INC:			67.84	
CDW-G				
AD5SE2C	COMPUTER SYSTEM	04/03/25	1,072.41	10-5103-3220
AD5SE2C	MEMORY	04/03/25	85.04	10-5103-3220
AD5SE2C	SPEAKERS	04/03/25	136.10	10-5103-3220
AD5SE2C	MONITORS	04/03/25	1,728.09	10-5103-3220
AD65Z7D	FORTINET FORTIGATE	04/14/25	7,200.90	10-5103-3220
AD66H1R	FORTINET FORTIGATE	04/15/25	7,200.90	10-5103-3220
AD66H1R	FORTINET FORTICARE	04/15/25	593.25	10-5103-3220
AD66H1R	FORTINET FORTI AP	04/15/25	1,684.20	10-5103-3220
AD66H1R	FORTINET FORTISWITCH	04/15/25	2,960.00	10-5103-3220
AD66H1R	FORTINET FORTICARE	04/15/25	921.60	10-5103-3220
AD6F24K	COMPUTER SYSTEMS	04/09/25	5,161.38	10-5103-3220
AD7126A	FORTINET FORTICARE	04/16/25	194.57	10-5103-3220
AD7126A	FORTINET FORTI EXTENDER	04/16/25	648.53	10-5103-3220
AD7B85R	CARTRIDGE	04/15/25	112.60	10-5100-3201
AD7B85R	CARTRIDGE	04/15/25	900.13	10-5100-3201
AD7DM5C	CARTRIDGES	04/16/25	1,800.26	10-5100-3201
Total CDW-G:			32,399.96	
CENTURYLINK				
050225	TELEPHONE SERVICES	05/02/25	60.66	10-5306-2134
050225	TELEPHONE SERVICES	05/02/25	59.91	10-5307-2134
050225	TELEPHONE SERVICES	05/02/25	63.17	32-5502-2134
Total CENTURYLINK:			183.74	
CHILDRENS ADVOCACY PROJECT				
Q3-FY25	FUNDING ALLOCATION AGREEMENT	04/14/25	666.67	10-5110-8750
Q3-FY25	FUNDING ALLOCATION AGREEMENT	04/14/25	666.67	10-5110-8750
Q3-FY25	FUNDING ALLOCATION AGREEMENT	04/14/25	666.66	10-5110-8750
Total CHILDRENS ADVOCACY PROJECT:			2,000.00	
CITY OF CASPER				
633089	LANDFILL FEES	04/03/25	1,796.56	34-5340-2158
633089	LANDFILL FEES	04/03/25	1,655.12	34-5340-2158
633121	LANDFILL FEES	04/04/25	1,631.32	34-5340-2158
633215	LANDFILL FEES	04/10/25	1,516.40	34-5340-2158

Invoice Number	Description	Inv Date	Invoice Amount	GL Account Number
633215	LANDFILL FEES	04/10/25	1,375.64	34-5340-2158
633251	LANDFILL FEES	04/10/25	1,642.88	34-5340-2158
633251	LANDFILL FEES	04/10/25	1,538.16	34-5340-2158
633293	LANDFILL FEES	04/11/25	1,449.76	34-5340-2158
633413	LANDFILL FEES	04/15/25	1,619.08	34-5340-2158
633413	LANDFILL FEES	04/15/25	1,283.84	34-5340-2158
633455	LANDFILL FEES	04/16/25	1,438.20	34-5340-2158
633490	LANDFILL FEES	04/17/25	1,574.88	34-5340-2158
633518	LANDFILL FEES	04/18/25	1,517.76	34-5340-2158
633518	LANDFILL FEES	04/18/25	1,666.68	34-5340-2158
633560	LANDFILL FEES	04/22/25	1,989.00	34-5340-2158
633560	LANDFILL FEES	04/22/25	1,680.28	34-5340-2158
633582	LANDFILL FEES	04/23/25	1,577.60	34-5340-2158
633611	LANDFILL FEES	04/24/25	1,617.72	34-5340-2158
633646	LANDFILL FEES	04/25/24	1,504.16	34-5340-2158
633715	LANDFILL FEES	04/29/25	1,848.24	34-5340-2158
633715	LANDFILL FEES	04/29/25	1,591.88	34-5340-2158
633750	LANDFILL FEES	04/29/25	1,753.04	34-5340-2158
633774	LANDFILL FEES	05/01/25	1,731.28	34-5340-2158
Total CITY OF CASPER:			36,999.48	
CITY OF DOUGLAS-UTILITY PMNT				
041125	WATER/SEWER/SANITATION	04/11/25	150.02	10-5100-2132
041125	WATER/SEWER/SANITATION	04/11/25	356.85	10-5301-2132
041125	WATER/SEWER/SANITATION	04/11/25	996.68	10-5304-2132
041125	WATER/SEWER/SANITATION	04/11/25	80.90	10-5306-2132
041125	WATER/SEWER/SANITATION	04/11/25	4.04	10-5307-2132
041125	WATER/SEWER/SANITATION	04/11/25	131.75	31-5401-2132
041125	WATER/SEWER/SANITATION	04/11/25	6,451.39	31-5402-2132
041125	WATER/SEWER/SANITATION	04/11/25	243.68	32-5501-2132
041125	WATER/SEWER/SANITATION	04/11/25	26.41	32-5502-2132
18270	LANDFILL CHARGES	04/04/25	30.00	10-5304-3210
18271	LANDFILL CHARGES	04/04/25	30,853.50	33-5600-3210
18290	LANDFILL CHARGES	04/28/25	30.00	33-5600-3210
18290	LANDFILL CHARGES	04/28/25	240.00	33-5600-3210
18290	LANDFILL CHARGES	04/28/25	30.00	10-5304-3210
18290	LANDFILL CHARGES	04/28/25	30.00	10-5304-3210
18291	LANDFILL CHARGES	04/28/25	66,942.00	33-5600-3210
Total CITY OF DOUGLAS-UTILITY PMNT:			106,589.14	
CIVIL ENGINEERING PROFESSIONAL				
22-043-23	ENGINEERING-WEST RIVER LIFT STATION	04/30/25	41,206.00	32-5852-2153
22-066-19	ENGINEERING-CLEARFIELD BOOSTER STATION	04/30/25	10,102.45	31-5840-2153
22-100-22	ENGINEERING-COMMUNITY CENTER	03/31/25	382.50	57-5571-2153
22-100-22	ENGINEERING-EWC REVIEW	03/31/25	255.00	10-5106-2153
22-100-22	ENGINEERING-LINDMEIR MEETING	03/31/25	135.00	10-5106-2153
23-001-10	ENGINEERING-CITY HALL XERISCAPE	03/31/25	6,272.65	57-5570-2153
23-013-09-1	ENGINEERING-2ND & 3RD ST DESIGN	03/31/25	3,246.63	31-5840-2153
23-013-09-1	ENGINEERING-2ND & 3RD ST DESIGN	03/31/25	3,724.07	32-5852-2153
23-013-10	ENGINEERING-2ND & 3RD ST DESIGN	04/30/25	2,997.27	31-5840-2153
23-013-10	ENGINEERING-2ND & 3RD ST DESIGN	04/30/25	3,438.04	32-5852-2153
23-013-10	ENGINEERING-2ND & 3RD ST DESIGN	04/30/25	8,257.19	56-5560-2153
24-018-07	ENGINEERING-N 2ND ST BRIDGE	04/30/25	2,575.20	31-5840-2153
24-018-07	ENGINEERING-N 2ND ST BRIDGE	04/30/25	5,785.85	56-5560-2153
24-038-06	ENGINEERING-WTP HEADWORKS SLUICE GATES	04/30/25	345.00	31-5856-2153
24-042-08	ENGINEERING-PINE ST	04/30/25	1,444.25	31-5840-2153

Invoice Number	Description	Inv Date	Invoice Amount	GL Account Number
24-042-08	ENGINEERING-PINE ST	04/30/25	1,205.75	32-5852-2153
24-044-07	ENGINEERING-N 8TH ST	04/30/25	918.48	31-5840-2153
24-044-07	ENGINEERING-N 8TH ST	04/30/25	416.52	32-5852-2153
24-050-06	ENGINEERING-WWTP AIR HEADER	04/30/25	5,390.00	32-5850-2153
24-052-04	ENGINEERING-5TH ST & WASHINGTON ST ALLEY	04/30/25	547.50	32-5852-2153
24-053-03	ENGINEERING-ORPHA & CLEARFIELD TANK CLEANING	03/31/25	6,477.50	31-5840-2153
24-059-05	ENGINEERING-N 3RD ST	04/30/25	701.69	31-5840-2153
24-059-05	ENGINEERING-N 3RD ST	04/30/25	585.81	32-5852-2153
24-060-03	ENGINEERING-S 4TH ST	04/30/25	373.00	31-5840-2153
24-060-03	ENGINEERING-S 4TH ST	04/30/25	559.50	32-5852-2153
24-069-03	ENGINEERING-3.5 ALLEY RE-ROUTE	04/30/25	667.50	32-5852-2153
Total CIVIL ENGINEERING PROFESSIONAL:			108,010.35	
CLEVERPATH IT				
CW50132	SOPHOS LICENSE AGREEMENT	02/05/25	108.00	10-5103-2120
CW5031972	SOPHOS LICENSE AGREEMENT	01/07/25	108.00	10-5103-2120
Total CLEVERPATH IT:			216.00	
COLUMN SOFTWARE PBC				
E9JRRBMW-0001	PUBLIC NOTICE-RFP DCC	04/30/25	75.84	10-5100-2115
Total COLUMN SOFTWARE PBC:			75.84	
COMPUTER PROJECTS OF ILLINOIS INC				
25-03-158ME	NCIC ANNUAL LICENSE	03/28/25	198.00	10-5105-2156
Total COMPUTER PROJECTS OF ILLINOIS INC:			198.00	
CONVERSE COUNTY				
041725	JOINT JUSTICE EXPENDITURES	04/17/25	16,858.24	10-5111-8760
041725	JOINT JUSTICE EXPENDITURES	04/17/25	56,369.60	10-5111-8760
Total CONVERSE COUNTY:			73,227.84	
CONVERSE COUNTY SHERIFF				
032025	BOOKING FEES	03/31/25	105.00	10-5201-2161
Total CONVERSE COUNTY SHERIFF:			105.00	
CONVERSE COUNTY WEED & PEST				
38200	PENDULUM	04/25/25	425.00	10-5305-3210
38200	ROUNDUP	04/25/25	177.00	10-5305-3210
38200	AMINE	04/25/25	110.32	10-5305-3210
38200	PREMIER	04/25/25	58.58	10-5305-3210
Total CONVERSE COUNTY WEED & PEST:			770.90	
CORE & MAIN				
W646997	METERS	04/04/25	3,060.96	31-5403-3220
W646997	METERS	04/04/25	3,048.84	31-5403-3220
W646997	BUTT CONNECTORS	04/04/25	54.00	31-5403-3220
W696567	REPAIR CLAMP	04/15/25	291.08	31-5402-3210
W708779	PIPE	04/02/25	3,071.64	31-5402-3210
W708779	GLAND PACK	04/02/25	1,252.20	31-5402-3210

Invoice Number	Description	Inv Date	Invoice Amount	GL Account Number
Total CORE & MAIN:			10,778.72	
COY, DEBRA J				
042725	JANITORIAL SERVICES	04/27/25	2,200.00	10-5100-2158
Total COY, DEBRA J:			2,200.00	
CROELL REDI MIX				
947168	PEA GRAVEL	04/08/25	54.90	10-5305-3210
Total CROELL REDI MIX:			54.90	
DOUGLAS GROCERY				
7178	ICE	04/23/25	2.99	10-5100-3230
Total DOUGLAS GROCERY:			2.99	
DOUGLAS HARDWARE HANK LLC				
369154	FASTENERS	04/02/25	6.60	33-5600-3210
369192	ELBOW	04/03/25	2.59	31-5401-3210
369192	ELBOW	04/03/25	2.79	31-5401-3210
369192	ELBOW	04/03/25	2.59	31-5401-3210
369192	ELBOW	04/03/25	2.79	31-5401-3210
369192	GASKET	04/03/25	9.59	31-5401-3210
369192	PLUMBING	04/03/25	17.82	31-5401-3210
369264	SPRAY PAINT	04/07/25	13.98	33-5600-3210
369300	ELBOW	04/08/25	5.18	31-5401-3210
369300	ELBOW	04/08/25	5.58	31-5401-3210
369309	GALVANIZING COMPOUND	04/09/25	9.59	31-5401-3210
369319	PENS	04/09/25	7.99	31-5402-3210
369410	MARKING FLAGS	04/14/25	27.98	10-5306-3210
369456	E-CLIP	04/15/25	2.78	10-5306-3210
369456	NEEDLE CAGE	04/15/25	10.99	10-5306-3210
369456	WASHER	04/15/25	3.49	10-5306-3210
369465	GARDEN HOSE	04/16/25	13.99	32-5501-3210
369471	HOSE WASHER	04/16/25	1.59	10-5304-3210
369471	HOSE END CAP	04/16/25	7.77	10-5304-3210
369472	COMPRESSION CAP	04/16/25	3.59	10-5304-3210
369521	DRILL BIT	04/18/25	9.98	10-5306-3210
369521	DRILL BIT	04/18/25	8.99	10-5306-3210
369553	TANK SPRAYER	04/21/25	81.99	10-5304-3210
369556	RIVET TOOL KIT ASSORTMENT	04/21/25	15.99	10-5306-3210
369560	DANGER TAPE	04/21/25	9.59	10-5100-3210
369575	SPRAY PAINT	04/22/25	6.99	32-5501-3210
369601	EPOXY	04/23/25	6.99	32-5501-3210
369601	SPRAY PAINT	04/23/25	6.99	32-5501-3210
369607	CAULK	04/23/25	9.99	34-5340-3210
369607	CAULK GUN	04/23/25	12.99	34-5340-3210
369621	AIR PLUG	04/23/25	7.18	34-5340-3210
369621	TAPE	04/23/25	1.79	34-5340-3210
369629	HARNESS	04/23/25	67.98	10-5306-3210
369659	RAKE	04/24/25	19.99	31-5401-3210
369666	ODOR ELIMINATOR	04/24/25	9.98	34-5340-3210
369666	HAND GEL	04/24/25	11.98	34-5340-3210
369669	KEYS	04/25/25	12.00	10-5304-3210
369672	MOP	04/25/25	9.99	32-5502-3210
369680	ADHESIVE	04/25/25	29.98	32-5501-3210

Invoice Number	Description	Inv Date	Invoice Amount	GL Account Number
369680	FASTENERS	04/25/25	13.49	32-5501-3210
369744	PROPANE	04/29/25	11.98	32-5502-3210
369744	BATTERY	04/29/25	22.99	32-5502-3210
369744	DUCK MAX	04/29/25	7.59	32-5502-3210
369751	TOOL KIT	04/29/25	9.99	10-5306-3210
369751	TUBE BRUSH	04/29/25	6.99	10-5306-3210
369751	WIRE BRUSH	04/29/25	7.59	10-5306-3210
369791	FASTENERS	04/30/25	1.14	10-5305-3210
369791	FASTENERS	04/30/25	3.90	10-5305-3210
Total DOUGLAS HARDWARE HANK LLC:			586.29	
DXP ENTERPRISES				
55090548	PREVENTATIVE MAINTENANCE-PUMPS	04/25/25	1,595.00	31-5402-3210
55090608	PREVENTATIVE MAINTENANCE-PUMPS	04/25/25	1,582.00	31-5401-2158
55090716	PREVENTATIVE MAINTENANCE-BLOWERS	04/25/25	1,445.90	32-5501-2158
Total DXP ENTERPRISES:			4,622.90	
ENERGY LABORATORIES INC				
698386	WATER SAMPLING	04/02/25	892.00	31-5401-2158
698642	WASTEWATER SAMPLING	04/03/25	66.00	32-5501-3210
698643	WASTEWATER SAMPLING	04/03/25	66.00	32-5501-3210
698646	WATER SAMPLING	04/03/25	152.00	31-5401-2158
700468	WASTEWATER SAMPLING	04/10/25	66.00	32-5501-3210
700469	WATER SAMPLING	04/10/25	114.00	31-5401-2158
701693	WASTEWATER SAMPLING	04/16/25	142.00	32-5501-3210
701694	WASTEWATER SAMPLING	04/16/25	180.00	32-5501-3210
701695	WASTEWATER SAMPLING	04/16/25	395.00	32-5501-3210
702010	WASTEWATER SAMPLING	04/17/25	66.00	32-5501-3210
703458	WASTEWATER SAMPLING	04/25/25	66.00	32-5501-3210
704324	WASTEWATER SAMPLING	04/30/25	66.00	32-5501-3210
Total ENERGY LABORATORIES INC:			2,271.00	
EV STUDIO				
AB25010.00-3	STRUCTURAL SERVICES	04/30/25	3,150.00	41-5411-2158
Total EV STUDIO:			3,150.00	
EVANS, SHERRY				
37	MEAL REIMBURSEMENT-CAP SYMPOSIUM TRAINING	03/11/25	19.91	10-5202-2123
Total EVANS, SHERRY:			19.91	
FERGUSON ENTERPRISES				
1595585	PIPE	04/02/25	2,700.00	31-5402-3210
Total FERGUSON ENTERPRISES:			2,700.00	
FORT COLLINS WHOLESALE NURSERY				
185060	TREES-PARK/CEMETERY	04/29/25	1,161.46	65-5650-6544
185060	TREES-PARK/CEMETERY	04/29/25	1,006.82	91-20000400
185060	SHIPPING	04/29/25	300.00	65-5650-6544
Total FORT COLLINS WHOLESALE NURSERY:			2,468.28	

Invoice Number	Description	Inv Date	Invoice Amount	GL Account Number
FOUR SEASONS CLEANERS				
58940	TABLE CLOTH CLEANING	03/11/25	12.00	10-5100-3210
Total FOUR SEASONS CLEANERS:			12.00	
FREEDOM MAILING SERVICE				
50191	UTILITY BILLING MAILING SERVICE	04/04/25	608.49	31-5400-2158
50191	UTILITY BILLING MAILING SERVICE	04/04/25	392.98	32-5500-2158
50191	UTILITY BILLING MAILING SERVICE	04/04/25	266.20	33-5600-2158
Total FREEDOM MAILING SERVICE:			1,267.67	
FREMONT MOTORS CASPER				
148349	CLIP	04/18/25	31.36	10-5202-3210
148349	CLIP	04/18/25	32.13	10-5202-3210
Total FREMONT MOTORS CASPER:			63.49	
GALLS LLC				
031164408	TASER HOLSTERS	04/26/25	178.38	10-5202-3233
031164408	SHIPPING	04/26/25	12.99	10-5202-3233
Total GALLS LLC:			191.37	
GATHERING INC				
16	FUNDING ALLOCATION AGREEMENT	04/17/25	2,648.24	10-5110-8730
16	FUNDING ALLOCATION AGREEMENT	04/17/25	3,541.67	10-5110-8730
16	FUNDING ALLOCATION AGREEMENT	04/17/25	1,513.76	10-5110-8730
Total GATHERING INC:			7,703.67	
GRANITE TELECOMMUNICATIONS				
691046743	TELEPHONE SERVICES	04/01/25	168.26	10-5100-2134
691046743	TELEPHONE SERVICES	04/01/25	81.93	10-5301-2134
691046743	TELEPHONE SERVICES	04/01/25	163.69	32-5501-2134
Total GRANITE TELECOMMUNICATIONS:			413.88	
HACH COMPANY				
14437285	DR3900 SPECTROPHOTOMETER	04/01/25	6,996.00	32-5501-3220
14437285	SHIPPING	04/01/25	96.75	32-5501-3220
14457123	PORTABLE MULTI-METER	04/15/25	1,627.00	32-5501-3220
14468844	FILTER UNIT	04/23/25	329.00	31-5401-3210
14479318	MAINTENANCE AGREEMENT	05/01/25	9,789.00	31-5401-2156
Total HACH COMPANY:			18,837.75	
HAWKINS INC				
7036277	CYLINDERS	04/15/25	210.00	31-5401-3210
7053561	CHLORINE CYLINDER	04/30/25	686.52	31-5401-3210
7053561	CHLORINE CYLINDER	04/30/25	1,373.04	31-5401-3210
7053561	CHLORINE CYLINDER	04/30/25	1,373.04	31-5401-3210
7053561	CHLORINE CYLINDER	04/30/25	343.26	31-5401-3210
7053561	FREIGHT/FUEL	04/30/25	25.00	31-5401-3210
7053561	CHLORINE CYLINDER	04/30/25	1,716.30	32-5501-3210
7053561	SULFUR DIOXIDE CYLINDER	04/30/25	521.46	32-5501-3210
7053561	FREIGHT/FUEL	04/30/25	30.00	32-5501-3210

Invoice Number	Description	Inv Date	Invoice Amount	GL Account Number
Total HAWKINS INC:			6,278.62	
HDR ENGINEERING INC				
1200711469	WATER TREATMENT PLANT STUDY	04/09/25	1,932.50	31-5856-2158
Total HDR ENGINEERING INC:			1,932.50	
HEINTZ SURVEYING & ENGINEERING LLC				
2024020-1	GIS SUPPORT	04/25/25	540.00	10-5106-2158
Total HEINTZ SURVEYING & ENGINEERING LLC:			540.00	
HOMAX OIL SALES INC				
0703643-IN-1	WINTER ADDITIVE	02/20/25	15.50	34-5340-3235
0708114-IN	DIESEL	04/04/25	1,830.52	34-5340-3235
0710285-IN	DIESEL	04/24/25	1,643.89	34-5340-3235
CL33088	FUEL	03/31/25	78.38	10-5106-3235
CL33088	FUEL	03/31/25	103.03	10-5201-3235
CL33088	FUEL	03/31/25	2,325.28	10-5202-3235
CL33088	FUEL	03/31/25	144.82	10-5302-3235
CL33088	FUEL	03/31/25	580.29	10-5304-3235
CL33088	FUEL	03/31/25	2,526.23	10-5305-3235
CL33088	FUEL	03/31/25	388.93	10-5306-3235
CL33088	FUEL	03/31/25	90.25	31-5401-3235
CL33088	FUEL	03/31/25	535.65	31-5402-3235
CL33088	FUEL	03/31/25	103.57	31-5403-3235
CL33088	FUEL	03/31/25	90.24	32-5501-3235
CL33088	FUEL	03/31/25	535.61	32-5502-3235
CL33088	FUEL	03/31/25	1,803.06	33-5600-3235
CL33088	FUEL	03/31/25	413.07	34-5340-3235
CL33088	FUEL	03/31/25	57.96	10-5301-3235
Total HOMAX OIL SALES INC:			13,266.28	
HORNER, DOUG				
042625	WINDSHIELD REPAIR	04/26/25	45.00	34-5340-3210
Total HORNER, DOUG:			45.00	
JERRYS WELDING SERVICE				
33035	LIFT-OFF HINGES	04/03/25	14.00	10-5306-3210
Total JERRYS WELDING SERVICE:			14.00	
JKC ENGINEERING				
01	ENGINEERING-COMMUNITY CENTER	03/25/25	10,846.25	57-5571-2153
Total JKC ENGINEERING:			10,846.25	
JOE JOHNSON EQUIPMENT LLC				
PO2765	HYDRAULIC CYLINDER	04/25/25	1,881.00	32-5502-3210
PO2765	FREIGHT	04/25/25	58.87	32-5502-3210
Total JOE JOHNSON EQUIPMENT LLC:			1,939.87	
L N CURTIS & SONS				
866005-1	UNIFORM PANTS	09/16/24	68.00	10-5202-3233

Invoice Number	Description	Inv Date	Invoice Amount	GL Account Number
940870	UNIFORM PANTS	04/23/25	70.00	10-5202-3233
940870	SHIPPING	04/23/25	15.64	10-5202-3233
941471	UNIFORM PANTS	04/24/25	140.00	10-5202-3233
941471	SHIPPING	04/24/25	7.43	10-5202-3233
942442	UNIFORM PANTS	04/28/25	140.00	10-5202-3233
942442	SHIPPING	04/28/25	15.64	10-5202-3233
Total L N CURTIS & SONS:			456.71	
LARAMIE PEAK HUMANE SOCIETY				
040825	TNR	04/08/25	450.00	10-5110-8734
042825	RESTITUTION PAYMENT	04/28/25	10.00	10-20000206
2025.05 MAR	FUNDING ALLOCATION AGREEMENT	04/02/25	8,333.33	10-5110-8734
Total LARAMIE PEAK HUMANE SOCIETY:			8,793.33	
LEXISNEXIS RISK DATA MANAGMENT INC				
1100112183-MAR	ACCURINT INFORMATION SERVICES	03/31/25	112.55	10-5202-2156
Total LEXISNEXIS RISK DATA MANAGMENT INC:			112.55	
LIMMER ROOFING INC				
1039	REPAIR-LEAK	04/10/25	275.00	10-5301-2155
Total LIMMER ROOFING INC:			275.00	
LITHIA OF CASPER LLC				
339995	VISOR CLIP	04/28/25	45.75	10-5305-3210
Total LITHIA OF CASPER LLC:			45.75	
LOCAL GOVT LIABILLITY POOL				
15917	DEDUCTIBLE-CLAIM	04/24/25	5,000.00	10-5100-7601
Total LOCAL GOVT LIABILLITY POOL:			5,000.00	
MARCUS MOTORS				
2	WINDOW INSTALLATION	04/07/25	175.00	10-5202-2155
Total MARCUS MOTORS:			175.00	
MOUNTAIN STATES LITHOGRAPHING				
250475	BUSINESS CARDS	04/03/25	61.91	10-5105-3210
Total MOUNTAIN STATES LITHOGRAPHING:			61.91	
MOUNTAIN WEST TECHNOLOGIES				
AR-563	DOWN PAYMENT-FIBER TO CEMETERY	04/28/25	780.00	10-5103-2158
Total MOUNTAIN WEST TECHNOLOGIES:			780.00	
NORCO INC				
43269480	TRASH BAGS	04/04/25	46.67	10-5304-3210
43321100	KITCHEN TOWELS	04/11/25	134.66	10-5304-3210
43334341	HYDRO TEST & FILL	04/14/25	198.51	31-5401-3210
43419509	ACETYLENE	04/24/25	73.62	10-5302-3210
43419509	HANDLING CHARGE	04/24/25	6.00	10-5302-3210

Invoice Number	Description	Inv Date	Invoice Amount	GL Account Number
Total NORCO INC:			459.46	
NV5 INC				
439468	COMMUNITY FACILITY	04/01/25	9,291.59	57-5571-2153
Total NV5 INC:			9,291.59	
O'BRIEN, JOANN				
804446	BOOT REIMBURSEMENT	04/19/25	33.60	10-5305-3210
Total O'BRIEN, JOANN:			33.60	
ONE CALL OF WYOMING				
74975	UTILITY LOCATES	04/07/25	172.72	31-5402-2120
74975	UTILITY LOCATES	04/07/25	172.73	32-5502-2120
74976	UTILITY LOCATES	04/07/25	6.30	10-5304-2120
Total ONE CALL OF WYOMING:			351.75	
ONE STOP AUTO PLEX				
134051	ALIGNMENT	04/25/25	119.99	10-5202-3210
134051	TIRES	04/25/25	864.00	10-5202-3210
134051	SHOP SUPPLIES	04/25/25	4.80	10-5202-3210
Total ONE STOP AUTO PLEX:			988.79	
O'REILLY AUTOMOTIVE INC				
316698	SENSOR	04/09/25	128.43	10-5202-3210
316700	RETURN-SENSOR	04/09/25	128.43	10-5202-3210
317489	BATTERY	04/14/25	95.81	10-5202-3210
317489	CORE CHARGE	04/14/25	22.00	10-5202-3210
317489	BATTERY	04/14/25	195.14	10-5202-3210
317489	CORE CHARGE	04/14/25	22.00	10-5202-3210
318394	BATTERY	04/21/25	95.26	10-5304-3210
318775	CV SHAFT	04/24/25	123.82	10-5301-3210
374058	SENSOR	04/09/25	128.43	10-5202-3210
Total O'REILLY AUTOMOTIVE INC:			682.46	
PARTSONE LLC				
53520	STEERING WHEEL COVER	04/02/25	40.81	33-5600-3210
53552	AIR BOTTLE JACK	04/02/25	382.99	33-5600-3220
53577	TOWER LIGHT	04/03/25	231.99	33-5600-3220
53868	GARAGE DOOR LUBE	04/08/25	34.47	34-5340-3210
53953	OXYGEN SENSOR	04/09/25	80.09	10-5202-3210
53956	TANK SOLVENT	04/09/25	208.98	10-5302-3237
53996	RETURN-OXYGEN SENSOR	04/09/25	80.09	10-5202-3210
54151	AIR BRAKE SUPPLY HOSE	04/11/25	13.98	10-5305-3210
54344	GASKET SET	04/15/25	145.00	34-5340-3210
54344	CRANKSHAFT SEAL	04/15/25	24.60	34-5340-3210
54504	SILENT GUARD KIT	04/17/25	151.99	10-5301-3210
54982	WHEEL NUTS	04/25/25	40.55	10-5202-3210
55100	SIDE VIEW MIRROR	04/28/25	181.59	10-5306-3210
55123	SOCKET SET	04/28/25	54.99	10-5302-3220
Total PARTSONE LLC:			1,511.94	

Invoice Number	Description	Inv Date	Invoice Amount	GL Account Number
PEASLEY & ARMSTRONG LLP				
1791	LEGAL SERVICES	04/09/25	4,728.00	10-5100-2151
1791	LEGAL SERVICES	04/09/25	2,485.00	10-5105-2151
Total PEASLEY & ARMSTRONG LLP:			7,213.00	
PLAN ONE ARCHITECTS				
2408-13	CITY HALL FACADE	04/15/25	500.00	57-5570-2153
Total PLAN ONE ARCHITECTS:			500.00	
POWDER RIVER CONSTRUCTION INC				
24-049-2	POOL RENOVATION	04/30/25	431,690.62	55-5550-6544
24-049-2	RETAINAGE-POOL RENOVATION	04/30/25	21,584.53-	55-20000210
Total POWDER RIVER CONSTRUCTION INC:			410,106.09	
PROFORCE LAW ENFORCEMENT				
566768	RESTOCK FEE	01/28/25	215.00	10-5202-3210
Total PROFORCE LAW ENFORCEMENT:			215.00	
QUILL CORPORATION				
43516471	CARTRIDGE	03/31/25	117.99	10-5100-3201
Total QUILL CORPORATION:			117.99	
RADDCO LLC				
104164	PROPANE BOTTLE	03/31/25	16.28	34-5340-3210
104164	WIRING LUG	03/31/25	16.48	34-5340-3210
104236	PICK SET	04/01/25	9.74	10-5302-3220
104342	OIL FILTER	04/02/25	4.70	10-5302-3210
104370	MOTOR OIL	04/02/25	23.56	10-5302-3237
104377	OIL FILTER	04/02/25	12.84	10-5302-3210
104493	MARKER LIGHTS	04/03/25	12.98	34-5340-3210
104501	BATTERIES	04/03/25	24.98	32-5502-3210
104530	AIR FILTER	04/04/25	26.76	10-5302-3210
104530	HYDRAULIC ELEMENT	04/04/25	60.68	10-5302-3210
104530	HYDRAULIC FILTER	04/04/25	42.83	10-5302-3210
104530	FUEL FILTER	04/04/25	11.86	10-5302-3210
104530	HYDRAULIC FILTER	04/04/25	32.83	10-5302-3210
104635	AIR FILTER	04/07/25	40.33	10-5302-3210
104728	HEADLIGHT BULB	04/07/25	15.97	10-5202-3210
104854	AIR/FUEL RATIO SENSOR	04/09/25	237.84	10-5202-3210
104865	MANIFOLD GASKET	04/09/25	18.22	10-5202-3210
104868	RETURN-AIR/FUEL RATIO SENSOR	04/09/25	237.84-	10-5202-3210
104870	AIR/FUEL RATIO SENSOR	04/09/25	118.92	10-5202-3210
104943	AIR LINE TUBING	04/09/25	30.08	34-5340-3210
105006	AIR FILTER	04/10/25	24.62	10-5302-3210
105006	AIR FILTER	04/10/25	19.27	10-5302-3210
105007	OIL DRY ABSORBANT	04/10/25	88.32	10-5305-3210
105070-1	FLOOR CREEPER	04/11/25	143.44	10-5302-3220
105340	AIR FILTER	04/15/25	17.13	10-5302-3210
105386	GLOVES	04/16/25	22.84	10-5302-3210
105489	OIL FILTER	04/17/25	8.13	10-5302-3210
105489	FUEL/WATER SEPARATOR	04/17/25	32.83	10-5302-3210
105489	OIL FILTER	04/17/25	25.32	10-5302-3210
105489	AIR FILTER	04/17/25	35.69	10-5302-3210

Invoice Number	Description	Inv Date	Invoice Amount	GL Account Number
105489	AIR FILTER	04/17/25	24.62	10-5302-3210
105489	AIR FILTER	04/17/25	19.27	10-5302-3210
105489	OIL FILTER	04/17/25	25.32	10-5302-3210
105489	OIL FILTER	04/17/25	5.22	10-5302-3210
105489	LUBE FILTER	04/17/25	29.62	10-5302-3210
105489	FUEL FILTER	04/17/25	16.24	10-5302-3210
105489	AIR FILTER	04/17/25	33.19	10-5302-3210
105489	OIL FILTER	04/17/25	4.70	10-5302-3210
105489	FUEL FILTER	04/17/25	20.70	10-5302-3210
105489	FUEL FILTER	04/17/25	19.62	10-5302-3210
105489	OIL FILTER	04/17/25	21.12	10-5302-3210
105489	FUEL FILTER	04/17/25	78.53	10-5302-3210
105489	FUEL FILTER	04/17/25	17.67	10-5302-3210
105494	FUEL FILTER	04/17/25	48.72	10-5302-3210
105495	RAGS	04/17/25	40.00	32-5502-3210
105669	EPOXY	04/21/25	9.05	10-5302-3210
105852	BATTERY	04/23/25	150.34	10-5305-3210
105852	BATTERY CLEANER	04/23/25	5.89	10-5305-3210
106014	BATTERY	04/25/25	150.34	10-5304-3210
106115	PURGE VALVE	04/28/25	29.47	10-5202-3210
106293	PIGTAIL	04/30/25	30.70	32-5501-3210
Total RADDCO LLC:			1,717.96	
RAMSHORN CONSTRUCTION INC				
24-018-1	N 2ND STREET IMPROVEMENT PROJECT	04/22/25	65,077.99	56-5560-6544
24-018-1	RETAINAGE-N 2ND STREET IMPROVEMENT PROJECT	04/22/25	3,253.90-	56-20000210
24-018-1	N 2ND STREET IMPROVEMENT PROJECT	04/22/25	28,562.01	31-5840-6544
24-018-1	RETAINAGE-N 2ND STREET IMPROVEMENT PROJECT	04/22/25	1,428.10-	31-20000210
Total RAMSHORN CONSTRUCTION INC:			88,958.00	
ROCKY MOUNTAIN POWER				
041125	ELECTRICITY SERVICES	04/11/25	8,097.84	10-5100-2131
041125	ELECTRICITY SERVICES	04/11/25	183.73	10-5201-2131
041125	ELECTRICITY SERVICES	04/11/25	559.29	10-5301-2131
041125	ELECTRICITY SERVICES	04/11/25	2,407.14	10-5304-2131
041125	ELECTRICITY SERVICES	04/11/25	430.85	10-5306-2131
041125	ELECTRICITY SERVICES	04/11/25	385.12	10-5307-2131
041125	ELECTRICITY SERVICES	04/11/25	1,944.83	31-5401-2131
041125	ELECTRICITY SERVICES	04/11/25	1,052.06	31-5402-2131
041125	ELECTRICITY SERVICES	04/11/25	8,182.51	32-5501-2131
041125	ELECTRICITY SERVICES	04/11/25	1,225.89	32-5502-2131
041125	ELECTRICITY SERVICES	04/11/25	1,050.77	34-5340-2131
050225	ELECTRICITY SERVICES	05/02/25	359.18	10-5301-2131
Total ROCKY MOUNTAIN POWER:			25,879.21	
SAFEWAY STORES				
725548	COFFEE PODS	04/18/25	23.99	10-5100-3230
725548	COFEE	04/18/25	33.98	10-5100-3230
725548	CREAMER	04/18/25	8.49	10-5100-3230
725548	KLEENEX	04/18/25	7.49	10-5100-3210
805205	COFFEE	04/30/25	84.95	10-5301-3230
Total SAFEWAY STORES:			158.90	

Invoice Number	Description	Inv Date	Invoice Amount	GL Account Number
SITE INDUSTRIES LLC				
INV24717	MARKER MANAGER	04/23/25	2,000.00	65-5650-6544
INV24717	AR FINANCIAL MODULE	04/23/25	5,000.00	65-5650-6544
INV24717	AR FINANCIAL LICENSE	04/23/25	900.00	65-5650-6544
INV24717	CUSTOM DOCUMENTS	04/23/25	5,600.00	65-5650-6544
Total SITE INDUSTRIES LLC:			13,500.00	
SMITH PSYCHOLOGICAL SERVICES LLC				
11762	PROFESSIONAL SERVICES	04/09/25	150.00	10-5201-2158
Total SMITH PSYCHOLOGICAL SERVICES LLC:			150.00	
ST JAMES CATHOLIC CHURCH				
020625	TREE TRIM REIMBURSEMENT	02/06/25	550.00	10-5304-2158
040925	TREE TRIM REIMBURSEMENT	04/09/25	1,000.00	10-5304-2158
Total ST JAMES CATHOLIC CHURCH:			1,550.00	
SULLIVAN, TIM				
106916	BOOT REIMBURSEMENT	04/25/25	186.88	31-5401-3210
Total SULLIVAN, TIM:			186.88	
TEXAS PNEUDRAULIC INC				
046136	THREADED COLLAR	04/24/25	31.32	33-5600-3210
046136	LOCK NUT	04/24/25	2.20	33-5600-3210
046136	CYLINDER	04/24/25	1,050.00	33-5600-3210
046136	FREIGHT	04/24/25	194.74	33-5600-3210
Total TEXAS PNEUDRAULIC INC:			1,278.26	
TOP OFFICE PRODUCTS				
201699	COPIER MAINTENANCE AGREEMENT	03/24/25	14.93	10-5301-2156
201699	COPIER MAINTENANCE AGREEMENT	03/24/25	47.03	10-5301-2156
201699	COPIER MAINTENANCE AGREEMENT	03/24/25	30.00	10-5100-2156
201699	COPIER MAINTENANCE AGREEMENT	03/24/25	167.40	10-5100-2156
Total TOP OFFICE PRODUCTS:			259.36	
TORGERSON'S EQUIPMENT LLC				
P11360	KDI FILTER	04/22/25	27.46	10-5302-3210
P11360	CABIN FILTER	04/22/25	36.99	10-5302-3210
P11360	OUTER CABIN FILTER	04/22/25	81.38	10-5302-3210
P11360	FILTER SEAL	04/22/25	45.55	10-5302-3210
P11360	FREIGHT	04/22/25	19.46	10-5302-3210
Total TORGERSON'S EQUIPMENT LLC:			210.84	
TWIN PEAKS PUMP & SUPPLY INC				
152441	SAFETY GLOVES	04/10/25	152.76	31-5402-3210
Total TWIN PEAKS PUMP & SUPPLY INC:			152.76	
USA BLUEBOOK				
686682	PH BUFFER	04/18/25	56.45	32-5501-3210
686682	SHIPPING	04/18/25	22.77	32-5501-3210

Invoice Number	Description	Inv Date	Invoice Amount	GL Account Number
Total USA BLUEBOOK:			79.22	
USDA FOREST SERVICE				
041025	CREDIT BALANCE REFUND	04/10/25	36.00	01-11760000
Total USDA FOREST SERVICE:			36.00	
VERIZON WIRELESS				
042825	CELLULAR SERVICE	04/28/25	100.02	10-5106-2134
042825	CELLULAR SERVICE	04/28/25	80.02	10-5202-2134
050225	CELLULAR SERVICE	05/02/25	40.01	10-5201-2134
050225	CELLULAR SERVICE	05/02/25	1,531.40	10-5202-2134
9022395119	SMS PRESERVATION	04/05/25	75.00	10-5202-3210
Total VERIZON WIRELESS:			1,826.45	
VINTAGE RAILS RESTORATION				
042625	CABOOSE REPAIRS	04/26/25	1,080.00	54-5540-2155
Total VINTAGE RAILS RESTORATION:			1,080.00	
VISA-CONVERSE COUNTY BANK				
001220	MEAL-FTO MANAGMENT TRAINING	04/01/25	17.14	10-5202-2123
001805	FUEL-FTO MANAGMENT TRAINING	04/01/25	53.41	10-5202-2123
007610	MEAL-APWA SNOW CONFERENCE	04/07/25	46.29	10-5305-2123
008952	MEAL-APWA SNOW CONFERENCE	04/08/25	66.12	10-5305-2123
010370	PLASTIC EASTER EGGS-PR BASKET GIVEAWAY	04/10/25	1.25	10-5100-3210
010370	EASTER GRASS-PR BASKET GIVEAWAY	04/10/25	1.25	10-5100-3210
010370	EASTER GRASS-PR BASKET GIVEAWAY	04/10/25	1.25	10-5100-3210
010370	EASTER GRASS-PR BASKET GIVEAWAY	04/10/25	1.25	10-5100-3210
010370	EASTER BASKET-PR BASKET GIVEAWAY	04/10/25	1.25	10-5100-3210
010554	GIFT CARDS	03/10/25	30.00	10-5201-3210
012037	MEAL-CAPS SYMPOSIUM	03/12/25	46.79	10-5202-2123
013042	MEAL-FBI LEEDA TRAINING	04/13/25	118.38	10-5202-2123
013344	MEAL-WYOMING FUNDING SUMMIT	04/13/25	17.99	10-5100-2123
013344	MEAL-WYOMING FUNDING SUMMIT	04/13/25	20.99	10-5100-2123
013344	MEAL-WYOMING FUNDING SUMMIT	04/13/25	7.02	10-5100-2123
014360	MEAL-WYOMING FUNDING SUMMIT	04/14/25	32.00	10-5100-2123
014360	MEAL-WYOMING FUNDING SUMMIT	04/14/25	.50	10-5100-2123
014360	MEAL-WYOMING FUNDING SUMMIT	04/14/25	12.00	10-5100-2123
014360	MEAL-WYOMING FUNDING SUMMIT	04/14/25	11.12	10-5100-2123
014677	FUEL-APWA CONFERENCE	04/14/25	50.47	10-5301-2123
014793	MEAL-APWA CONFERENCE	04/14/25	65.00	10-5301-2123
015340	MEAL-WYOMING FUNDING SUMMIT	04/15/25	26.95	10-5100-2123
015340	MEAL-WYOMING FUNDING SUMMIT	04/15/25	25.95	10-5100-2123
015340	MEAL-WYOMING FUNDING SUMMIT	04/15/25	28.95	10-5100-2123
015340	MEAL-WYOMING FUNDING SUMMIT	04/15/25	5.90	10-5100-2123
015340	MEAL-WYOMING FUNDING SUMMIT	04/15/25	18.25	10-5100-2123
015464	MEAL-APWA CONFERENCE	04/15/25	45.00	10-5301-2123
015597	MEAL-FBI LEEDA TRAINING	04/15/25	39.35	10-5202-2123
017542	FUEL-WYOMING FUNDING SUMMIT	04/17/25	42.70	10-5100-2123
021092	CANDY MIX	04/21/25	3.00	10-5100-3230
021092	EASTER GRASS	04/21/25	.62	10-5100-3210
021092	EASTER GRASS	04/21/25	.62	10-5100-3210
021092	EASTER GRASS	04/21/25	.62	10-5100-3210
021092	EASTER BASKET	04/21/25	.62	10-5100-3210
023810	SANDWICH PLATTER-BUDGET MEETING	04/23/25	119.97	10-5100-3230

Invoice Number	Description	Inv Date	Invoice Amount	GL Account Number
023810	HAM SALAD-BUDGET MEETING	04/23/25	5.99	10-5100-3230
023810	TIP-BUDGET MEETING	04/23/25	25.19	10-5100-3230
024356	EASTER BASKET	04/24/25	.62	10-5100-3210
024356	EASTER CANDY	04/24/25	3.00	10-5100-3230
024894	MEAL-FBI LEEDA TRAINING	03/24/25	20.77	10-5201-2123
025019-1	CREDIT DIFFERENCE	03/25/25	.75-	10-5102-2123
025198	EASTER BASKET	04/25/25	1.24	10-5100-3210
025198	EASTER GRASS	04/25/25	2.48	10-5100-3210
025295	FUEL-POSTCARD TRAINING	04/25/25	47.67	10-5202-2123
025433	MEAL-FBI LEEDA TRAINING	03/25/25	21.65	10-5201-2123
025448	MUG-BASKET	04/25/25	8.00	10-5100-3210
025448	CUP-BASKET	04/25/25	8.00	10-5100-3210
025448	CUP-BASKET	04/25/25	6.00	10-5100-3210
025604	FUEL-POSTCARD TRAINING	04/25/25	66.91	10-5202-2123
025905	MUG-BASKET	04/25/25	6.00	10-5100-3210
026080	MEAL-FBI LEEDA TRAINING	03/26/25	22.94	10-5201-2123
0264220	MEMBERSHIP DUES-IACP	04/10/25	220.00	10-5201-2120
026830	MEAL-FBI LEEDA TRAINING	03/26/25	41.38	10-5201-2123
027219-1	MEAL-FBI LEEDA TRAINING	03/27/25	26.74	10-5201-2123
027829	MEAL-FBI LEEDA TRAINING	03/27/25	31.27	10-5201-2123
031025	SCREWDRIVER SET	03/10/25	62.00	34-5340-6547
031025	SCREWDRIVER SET	03/10/25	76.99	34-5340-6547
031025-1	GEAR WRENCH SET	03/10/25	167.95	34-5340-6547
031125	DRIVE SOCKETS	03/11/25	125.94	34-5340-6547
031264	MEAL-FTO MANAGMENT TRAINING	03/31/25	20.08	10-5202-2123
031525	FUEL	03/15/25	74.22	10-5102-2123
031834	MEAL-FTO MANAGMENT TRAINING	03/31/25	22.68	10-5202-2123
032825	FUEL-FBI LEEDA TRAINING	03/28/25	33.85	10-5201-2123
040125	CREDIT	04/01/25	122.52-	34-5340-6547
040225	CREDIT	04/02/25	167.83-	34-5340-6547
040625	TRAVEL-APWA SNOW CONFERENCE	04/06/25	37.27	10-5305-2123
040625-1	PARKING-APWA SNOW CONFERENCE	04/06/25	24.00	10-5305-2123
040925	TRAVEL-APWA SNOW CONFERENCE	04/09/25	32.94	10-5305-2123
059884	FUEL-FBI LEEDA TRAINING	04/15/25	55.55	10-5202-2123
096310	MEAL-APWA SNOW CONFERENCE	04/09/25	14.68	10-5305-2123
101-0307-312731	PIVOT PINS	03/07/25	25.37	10-5202-3210
102	MEAL-FBI LEEDA TRAINING	03/25/25	20.86	10-5201-2123
111-0171259	VOLTAGE TESTER PEN	03/26/25	18.35	34-5340-6547
111-2322555	PLIERS	03/26/25	64.85	34-5340-6547
111-2575529	LOCKING PLIERS	03/26/25	77.00	34-5340-6547
111-2989864	IMPACT SOCKET SET	03/23/25	167.83	34-5340-6547
111-4242686	ALLEN WRENCH SET	03/23/25	54.42	34-5340-6547
111-6025191	UPHOLSTREY REMOVER	03/26/25	11.44	34-5340-6547
111-7628687	FLEECE BLANKETS	04/25/25	42.99	10-5202-3210
111-7628687	BLU-RAY DISCS	04/25/25	83.80	10-5202-3210
111-7628687	BATTERIES	04/25/25	10.18	10-5202-3210
111-7628687	BATTERIES	04/25/25	172.99	10-5202-3210
111-8052356	PIPE WRENCH	03/26/25	118.76	34-5340-6547
111-8859225	WRENCH SET	03/23/25	137.34	34-5340-6547
111-8859225	DESK FILE ORGANIZER	03/23/25	24.89	34-5340-6547
111-8859225	WRENCH SET	03/23/25	107.98	34-5340-6547
111-8859225	PLIER SET	03/23/25	99.95	34-5340-6547
111-8859225	IMPACT SOCKET SET	03/23/25	99.42	34-5340-6547
111-8859225	MECHANICS TOOL SET STORAGE BOX	03/23/25	257.24	34-5340-6547
111-8859225	PRY BAR SET	03/23/25	72.21	34-5340-6547
111-8859225	IMPACT SOCKET SET	03/23/25	90.72	34-5340-6547
111-8859225	IMPACT SOCKET SET	03/23/25	57.31	34-5340-6547
111-8859225	IMPACT SOCKET SET	03/23/25	82.50	34-5340-6547

Invoice Number	Description	Inv Date	Invoice Amount	GL Account Number
111-8859225	HOOK & PICK SET	03/23/25	24.83	34-5340-6547
111-8859225	MECHANICS TOOL SET STORAGE TRAY	03/23/25	67.99	34-5340-6547
111-8859225	WRENCH SET WITH RACKS	03/23/25	195.12	34-5340-6547
111-8859225	SCREWDRIVER SET	03/23/25	65.04	34-5340-6547
111-8859225	RATCHET SOCKET SET	03/23/25	132.31	34-5340-6547
111-8859225	ALIGNMENT BAR	03/23/25	71.24	34-5340-6547
111-8859225	CHANNEL LOCK WRENCH SET	03/23/25	89.90	34-5340-6547
111-8859225	IMPACT SOCKET SET	03/23/25	599.00	34-5340-6547
111-9097389	DRILL BIT SHARPENER	04/15/25	209.00	10-5302-3210
111-9097389	DRILL BIT ANGLE GAUGE	04/15/25	9.99	10-5302-3210
112-8338208-1	CREDIT-DESK RETURN	03/04/25	309.99	10-5102-3220
114-3074804	BACKPACK-LONGEVITY REPLACEMENT	03/24/25	49.99	10-5100-3210
2033473	MEAL-APWA SNOW CONFERENCE	04/06/25	41.80	10-5305-2123
21397	COFFEE CREAMER-AID TO OTHERS	04/21/25	5.99	10-5100-3230
21397	COFFEE CREAMER-AID TO OTHERS	04/21/25	2.97	10-5100-3210
21397	MUFFINS-AID TO OTHERS	04/21/25	23.98	10-5100-3230
21397	PARTY TRAY-AID TO OTHERS	04/21/25	69.99	10-5100-3230
21982900	MEAL-APWA CONFERENCE	04/16/25	38.00	31-5402-2123
22547	SAW BLADES	04/28/25	140.07	10-5302-3210
23872	CHIPS-BUDGET WORKSHOP	04/23/25	10.99	10-5100-3230
23872	COOKIES-BUDGET WORKSHOP	04/23/25	8.99	10-5100-3230
23872	COOKIES-BUDGET WORKSHOP	04/23/25	3.99	10-5100-3230
23872	DANISH-BUDGET WORKSHOP	04/23/25	9.49	10-5100-3230
23872	STRUESELS-BUDGET WORKSHOP	04/23/25	7.99	10-5100-3230
23872	BROWNIES-BUDGET WORKSHOP	04/23/25	5.99	10-5100-3230
23872	VEGGIE TRAY-BUDGET WORKSHOP	04/23/25	17.99	10-5100-3230
23872	FRUIT TRAY-BUDGET WORKSHOP	04/23/25	17.99	10-5100-3230
34086402	DRONE TRAINING	03/28/25	159.00	41-5410-2158
35-1	MEAL-FBI LEEDA TRAINING	03/24/25	52.94	10-5201-2123
385080	MEMBERSHIP DUES-FBI NATIONAL ACADEMY	04/10/25	110.00	10-5202-2120
442017	PD LOCKOUT KITS	04/10/25	225.90	10-5202-3210
6300134522	COMPUTER-H5 FLOW	04/11/25	79.99	10-5103-3220
6300134522	COMPUTER-AMD RYZEN 9600 X	04/11/25	279.99	10-5103-3220
6300134522	COMPUTER-GIGABYTE B650	04/11/25	199.99	10-5103-3220
6300134522	COMPUTER-GEFORCE RTX	04/11/25	324.99	10-5103-3220
6300134522	COMPUTER-TEAM T-FORCE	04/11/25	99.99	10-5103-3220
6300134522	COMPUTER-WESTERN DIGITAL	04/11/25	84.99	10-5103-3220
6300134522	COMPUTER-MSI MPG	04/11/25	169.99	10-5103-3220
6300134522	COMPUTER-KRAKEN 240	04/11/25	139.99	10-5103-3220
6300134522	COMPUTER-WINDOWS 11 PRO	04/11/25	149.99	10-5103-3220
6300134522	COMPUTER-STANDARD SERVICE	04/11/25	109.00	10-5103-3220
6300134522	DISCOUNT	04/11/25	81.94	10-5103-3220
6429557	MEAL-FBI LEEDA TRAINING	04/14/25	42.31	10-5202-2123
88-1	MEAL-FBI LEEDA TRAINING	04/14/25	81.21	10-5202-2123
94726806	LODGING-FBI LEEDA TRAINING	04/15/25	493.72	10-5202-2123
95776718	LODGING-WYOMING FUNDING SUMMIT	04/17/25	516.00	10-5100-2123
969189212	LODGING-FBI LEEDA TRAINING	03/28/25	928.55	10-5201-2123
970177	MEAL-APWA SNOW CONFERENCE	04/06/25	35.99	10-5305-2123
97607598	LODGING-WYOMING FUNDING SUMMIT	04/17/25	516.00	10-5100-2123
K5KVYFGJ6	LOGDING-APWA CONFERENCE	04/16/25	394.64	10-5301-2123
K9R5XNGFM	LODGING-APWA CONFERENCE	04/16/25	524.24	31-5402-2123
TS-1312	FIREARM BLOCK	03/18/25	84.00	10-5202-3210
TS-1312	FIREARM BLOCK	03/18/25	30.00	10-5202-3210
TS-1312	SHIPPING	03/18/25	20.00	10-5202-3210

Total VISA-CONVERSE COUNTY BANK:

11,263.38

Invoice Number	Description	Inv Date	Invoice Amount	GL Account Number
VISIONARY COMMUNICATIONS INC				
1224007	PHONE SERVICE	05/01/25	815.68	10-5100-2134
1230365	PHONE SERVICE	05/01/25	176.62	10-5103-2158
Total VISIONARY COMMUNICATIONS INC:			992.30	
WASTE OIL FURNACES				
3147	FURNACE CLEANING	04/09/25	275.00	34-5340-2156
3147	FURNACE CLEANING-MILEAGE	04/09/25	60.00	34-5340-2156
Total WASTE OIL FURNACES:			335.00	
WAYNE COLEMAN CONSTRUCTION				
22-066-4	CLEARFIELD BOOSTER STATION PROJECT	04/25/25	261,007.40	32-5852-6544
22-066-4	RETAINAGE-CLEARFIELD BOOSTER STATION PROJECT	04/25/25	13,050.37-	32-20000210
Total WAYNE COLEMAN CONSTRUCTION:			247,957.03	
WESTERN MUNICIPAL CONSTRUCTION OF WYO				
22-043-4	MIDDLE SCHOOL LIFT STATION	04/04/25	230,946.71	32-5852-6544
22-043-4	RETAINAGE-MIDDLE SCHOOL LIFT STATION	04/04/25	11,547.34-	32-20000210
Total WESTERN MUNICIPAL CONSTRUCTION OF WYO:			219,399.37	
WILDWOOD TREE SERVICE LLC				
040325	TREE REMOVAL	04/03/25	900.00	10-5304-2158
042325	TREE REMOVAL	04/23/25	1,000.00	10-5304-2158
Total WILDWOOD TREE SERVICE LLC:			1,900.00	
WILLIAMS PORTER DAY & NEVILLE				
20107	LEGAL SERVICES	05/02/25	2,250.00	10-5100-2151
Total WILLIAMS PORTER DAY & NEVILLE:			2,250.00	
WW GRAINGER				
9443569034	GRATE HOOKS	03/18/25	160.44	10-5305-3210
9453031552	FIRST AID KITS	03/26/25	96.96	10-5304-3210
9453031552	LED LIGHTS	03/26/25	230.78	10-5304-3210
9453031552	URINAL	03/26/25	171.38	10-5304-3210
9453031552	EYE WASH	03/26/25	27.70	10-5304-3210
9453868102	LENS CLEANER	03/27/25	27.57	10-5305-3210
9453919376	BANDAGES	03/27/25	123.60	10-5301-3210
9455891284	WINDSOCK	03/28/25	501.10	31-5401-3210
9455891284	COVERALLS	03/28/25	254.46	32-5501-3210
9455891284	EYE WASH BOTTLE	03/28/25	74.92	32-5501-3210
9461521743	CONCRETE REPAIR COMPOUND	04/03/25	351.49	34-5340-3210
9461521743	BATTERY	04/03/25	41.48	34-5340-3210
9461521743	BATTERY	04/03/25	19.01	34-5340-3210
9461521743	BATTERY	04/03/25	14.90	34-5340-3210
9461521743	ANGLE GRINDER	04/03/25	199.84	34-5340-3210
9461521743	GLOVES	04/03/25	27.29	34-5340-3210
9461521743	GLOVES	04/03/25	13.01	34-5340-3210
9461521743	GLOVES	04/03/25	10.35	34-5340-3210
9461521743	GLOVES	04/03/25	13.01	34-5340-3210
9461521743	GLOVES	04/03/25	10.35	34-5340-3210
9461521743	GLOVES	04/03/25	39.03	34-5340-3210
9461521743	GLOVES	04/03/25	20.70	34-5340-3210

Invoice Number	Description	Inv Date	Invoice Amount	GL Account Number
9461521743	WORK LIGHT	04/03/25	63.95	34-5340-3210
9461521743	CALCULATOR	04/03/25	15.64	34-5340-3210
9461521743	SCREEN ROLL	04/03/25	6.35	34-5340-3210
9461521743	SHIPPING	04/03/25	30.00	34-5340-3210
9461812993	URINAL VACUUM BREAKER	04/03/25	47.19	10-5304-3210
9461812993	SPUD ASSEMBLY	04/03/25	20.96	10-5304-3210
9463890138	CARD HOLDER	04/07/25	30.62	34-5340-3210
9473230986	VACUUM BAGS	04/14/25	83.24	10-5100-3210
9477997036	STORAGE TRUNK	04/17/25	59.02	10-5304-3210
9478013213	TRASH BAGS	04/17/25	331.90	10-5301-3210
9478013221	TOOL BAGS	04/17/25	118.17	34-5340-3210
9478013221	ROLLING CABINETS	04/17/25	387.20	34-5340-3210
9478013221	SHIPPING	04/17/25	159.00	34-5340-3210
Total WW GRAINGER:			3,782.61	
WY ASSOC OF MUNICIPALITIES				
18195	REGISTRATION-WAM TRAINING	05/02/25	260.00	10-5101-2122
18195	REGISTRATION-WAM TRAINING	05/02/25	260.00	10-5101-2122
Total WY ASSOC OF MUNICIPALITIES:			520.00	
WY ASSOC OF RURAL WATER USERS				
20391	REGISTRATION-SPRING CONFERENCE	04/02/25	445.00	31-5402-2120
20391	REGISTRATION-SPRING CONFERENCE	04/02/25	445.00	31-5402-2120
20391	REGISTRATION-SPRING CONFERENCE	04/02/25	445.00	31-5402-2120
Total WY ASSOC OF RURAL WATER USERS:			1,335.00	
WY CHILD & FAMILY DEV INC				
042025-APR	FUNDING ALLOCATION AGREEMENT	04/30/25	416.68	10-5110-8707
Total WY CHILD & FAMILY DEV INC:			416.68	
WY DEPT OF TRANSPORTATION				
152401	LOCAL SHARE OF PARTICIPATING EXPENDITURES	04/01/25	1,023.93	10-5305-2158
Total WY DEPT OF TRANSPORTATION:			1,023.93	
WY LAW ENFORCEMENT ACADEMY				
C-12545	REGISTRATION-FIELD TRAINING OFFICER DEVELOPMENT	04/14/25	245.00	10-5202-2122
Total WY LAW ENFORCEMENT ACADEMY:			245.00	
WY POLICE SERVICE DOG ASSOCIATION				
032125	MEMBERSHIP DUES-K9 UNIT	03/21/25	60.00	10-5202-2120
Total WY POLICE SERVICE DOG ASSOCIATION:			60.00	
WY SUPREME COURT				
042525	AUTOMATION FEE	04/25/25	330.00	10-20000208
042525	CIVIL LEGAL SERVICE FEES	04/25/25	110.00	10-20000208
Total WY SUPREME COURT:			440.00	
WYO THREADS				
55	PATCH-YEARS OF SERVICE	04/11/25	10.00	10-5100-3210
55	PATCH-YEARS OF SERVICE	04/11/25	10.00	10-5100-3210

Invoice Number	Description	Inv Date	Invoice Amount	GL Account Number
Total WYO THREADS:			20.00	
WYOMING CRUSHING INC				
25024	CRUSHING ASPHALT	04/16/25	1,398.89	10-5304-3210
25024	CRUSHING ASPHALT	04/16/25	1,398.89	10-5305-3210
25024	CRUSHING ASPHALT	04/16/25	6,281.15	10-5305-2158
25024	CRUSHING ASPHALT	04/16/25	1,398.89	10-5305-3210
25024	CRUSHING ASPHALT	04/16/25	1,398.89	31-5402-3210
25024	CRUSHING ASPHALT	04/16/25	1,398.89	32-5502-3210
Total WYOMING CRUSHING INC:			13,275.60	
YELLOWSTONE BANK				
22-043-4	RETAINAGE-MIDDLE SCHOOL LIFT STATION	04/04/25	11,547.34	32-20000210
Total YELLOWSTONE BANK:			11,547.34	
YOUTH DEVELOPMENT SERVICES				
042125-APR	FUNDING ALLOCATION AGREEMENT	04/21/25	1,666.66	10-5110-8709
Total YOUTH DEVELOPMENT SERVICES:			1,666.66	
Grand Totals:			1,710,309.83	

Approved By _____
City Manager

Date _____



Agenda Item Report City Council – May 12, 2025

Item

Ordinance No. 1050: An Ordinance Amending Chapter 8.20 Pertaining to Property Maintenance and Nuisance Abatement Requirements and Section 10.48.070 Pertaining to Parking of Recreational and Utility Vehicles and Trailers on Public Streets, Second Reading

Responsible Staff Contact

Recommendation

Approve Ordinance 1050 on Second Reading as presented.

Executive Summary

Ordinance 1050 updates all codes related to the Code Compliance Officer. The Code Compliance Officer is replaced by the Community Service Officer to prepare for the enforcement change. Certain sections pertaining to buildings and structures are maintained within the Building Official's purview due to knowledge and expertise.

The ordinance also allows for expedited processing of repeat violations within a calendar year, reduces the untended growth of vegetation height from ten (10) inches to eight (8) inches, modifies the language for extension requests allowing staff to work with individuals on a case-by-case basis, modifies on-street parking for items related to outdoor recreation, and removes ambiguity.

March 24, 2025 Update

Per Council discussion on March 10, the following items have been modified in Ordinance 1050:

- Page 1: Updated ordinance title.
- Page 3, 8.20.050(I): Changed to within the same month.
- Page 3, 8.20.050(J): Added section J and changed "shall" to "may." This allows for discretion by the CSO and/or their supervisor.
- Page 4, 8.20.060(D) & (E): Matched to 8.20.050.
- Page 8 & 9, 8.20.165(C): Added number 4 to coordinate with 16.5.8.4(F) which states: *F. Parking in Residential Zone Districts. Vehicle parking in the front yard of residential properties shall be allowed in designated parking areas only. Parking areas shall be surfaced with an all-season material such as concrete,*

brick, asphalt, gravel or other similar material. This Section does not apply to any special family event or social gatherings.

i. Vehicle parking in the front yard of residential properties shall be allowed in designated parking areas only. Parking areas shall be surfaced with an all-season material such as concrete, brick, asphalt, gravel or other similar material. This Section does not apply to any special family event or social gatherings.

ii. The total area in the front yard setback of residential properties improved for parking or driveway purposes shall not exceed fifty (50) percent of the front yard setback area.

Added number 5 to allow storage of vehicles in the rear yard.

- Page 11 & 12, 8.20.205: Moved to Title 12.20.
- Page 12, 8.20.201: Put enforcement under the Public Works Department and added the section number to the first sentence to clarify what section is being enforced. Moved the section towards the end of Title 8.20 to group items being enforced by different departments and renumbered accordingly.
- Page 13: Grouped all items being enforced by the Building Official/Inspector, added the section number to the first sentence to clarify what section is being enforced, and renumbered accordingly.
- Page 14, 10.48.070: Returned the short-term parking to the original text.
- Page 14-17, 12.20: Added Title 12.20 with merged language from 8.20.205.

April 14 Update

Per Council discussion on March 24, the following items have been modified in Ordinance 1050:

- Page 1, 8.20.017: Added definition for Imminent Threat.
- Page 4, 8.20.062: Added section C.
- Page 7, 8.20.130: Moved to new section 8.20.240 under the enforcement of the Building Official/Inspector.
- Page 9, 8.20.170: Added language about contacting the FD, PD and Dispatch 1 hour prior to starting the burn.
- Page 11, 8.20.200(C) Number 1: Made specific to properties adjacent to native areas. Number 2: Clarified property to be contiguous.
- Page 13, 8.20.211: Changed from "The Public Works Department shall enforce this section 8.20.201." to "The Public Works Department shall determine which sections to noticed for this section 8.20.201 and the Community Service Officer shall enforce this section 8.20.201."
- Page 15, 12.20.020: Modified per recommendations from State Forestry. (A letter was provided from State Forestry.)

April 28 Update

Per Council discussion on April 14, the following items have been modified in Ordinance

1050:

- Section 3 which included the revised Chapter 12.20 pertaining to Trees and Shrubs, was removed to be evaluated in a separate ordinance.
- Numbering was corrected and verified.

May 12 Update

Per Council discussion on April 28, language regarding written warning and citations has been updated, along with section 8.20.165(C)(3) regarding vehicles.

Background

Alignment to Strategic Doing (SD) and/or Other Plans

Budget/Fiscal Impact

Action Requested/Recommended Motion

Approve Ordinance 1050 on Second Reading as presented.

Attachments

1. ORD 1050 Code Compliance DRAFT Attorney & Council Edits - 2nd Reading

ORDINANCE NO. 1050

AN ORDINANCE AMENDING CHAPTER 8.20 PERTAINING TO PROPERTY MAINTENANCE AND NUISANCE ABATEMENT REQUIREMENTS AND SECTION 10.48.070 PERTAINING TO PARKING OF RECREATIONAL AND UTILITY VEHICLES AND TRAILERS ON PUBLIC STREETS

WHEREAS, the City of Douglas (City) Council finds and determines that the following changes and clarifications need to be made in regard to the City of Douglas Municipal Code; and

WHEREAS, consideration has been given to ensure fairness to all City of Douglas residents and make new regulations reasonable.

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

Section 1. Chapter 8.20 – PROPERTY MAINTENANCE AND NUISANCE ABATEMENT REQUIREMENTS of the Douglas Municipal Code is hereby amended to read as follows:

8.20.010 Power to declare nuisances.

The city council shall have the power to declare nuisances by way of ordinance, including, but not limited to, the nuisances declared in this chapter.

8.20.015 Purpose.

The property maintenance and nuisance abatement requirements are designed to ensure public health, safety and welfare by regulating and governing the conditions and maintenance of property and improvements within the city; by providing standards essential to ensure that structures and properties are safe, sanitary and fit for occupation and use; to improve the appearance of the city; encourage a more attractive environment; improve quality of life, and increase the value of properties within the city.

8.20.017 Definitions.

As used in this chapter:

- A. "Abate" or "abatement" means the action taken to remove or alleviate a nuisance, including but not limited to, demolition, removal, repair, boarding and securing or replacement of property.
- B. "~~Code compliance officer~~Community Service Officer" includes such designated positions as are employed thereby for the enforcement of this city municipal code, or those individuals within the ~~community development department~~Police Department that are otherwise designated by the ~~city administrator~~City Manager to perform those functions.
- C. "Imminent Threat" refers to a verified, specific, and impending danger. It is a physical danger that is real, would occur within an immediate time frame, and could result in death or serious bodily harm, and/or serious damage of property to another.
- D. "~~Written Warning~~Notice of violation" shall mean that written ~~notice warning~~ prepared by the city to provide notice to individuals determined to be responsible for a public nuisance, or requiring notice of such due to their position, of that public nuisance ~~and the steps deemed necessary to correct such nuisance.~~
- ~~DE.~~ Nuisance" or "public nuisance" means any condition or use of premises or of building exteriors which is detrimental to the property of others or which causes or tends to cause substantial loss in the value of other property in the neighborhood in which such premises are located or promotes urban blight and deterioration, or invites plundering, or creates fire hazards, or constitutes an attractive nuisance creating a hazard to the health and safety of minors, or creates a harborage for vermin, or to be injurious to the health, safety and general welfare of the public.

This includes, but is not limited to, the keeping or the depositing on, or the scattering over the premises of any of the following:

1. Any nuisance declared in this chapter or within the entire city municipal code;
2. Abandoned, discarded or unused objects or equipment including, but not limited to automobiles, furniture, stoves, refrigerators, freezers, cans, or containers.

EF. "Person" means any natural person, firm, joint venture, joint stock company, partnership, association, club, company, corporation, business trust, organization or the manager, lessee, agent, sergeant, officer, or employee of any of them, or any other entity that is recognized by law as the subject of rights and duties.

FG. "Occupier" or "occupant" shall mean that person(s) actually occupying the property.

GH. "Owner" or "property owner" shall mean that person(s) shown in Converse County tax records to be the recorded owner of the property. In the case of a landlord-tenant situation, regardless of any written lease, the landlord shall be solely liable for any violation maintained on the real property or other locations specified by this chapter.

8.20.020 Applicability and enforcement.

- A. The provisions of this chapter shall apply to all matters affecting or relating to the maintenance of buildings and premises and the abatement of nuisances.
- B. The ~~code compliance officer~~ **Community Service Officer** shall be responsible for enforcing the provisions of this chapter and the ~~code compliance officer~~ **Community Service Officer** is appointed as special municipal officer pursuant to Wyoming Statutes Section 15-1-103(l) to issue criminal citations in the enforcement of this chapter.

8.20.030 Investigations and inspections.

The ~~code compliance officer~~ **Community Service Officer** and/or building official shall investigate complaints and conduct inspections of violations of the provisions of this chapter. Reports of such investigations and inspections shall be in writing. The ~~code compliance officer~~ **Community Service Officer** and building official are authorized to engage such expert opinion as deemed necessary to report unusual technical issues that may arise, subject to the approval of the ~~city administrator~~ **City Manager**.

8.20.040 Right of entry.

The ~~code compliance officer~~ **Community Service Officer** is authorized to enter upon premises at reasonable times to investigate or inspect, with the permission of the owner, owner's agent, or occupant. The ~~code compliance officer~~ **Community Service Officer** shall carry proper identification when investigating or inspecting premises in the performance of duties under this chapter.

8.20.045 Search warrant.

- A. The ~~code compliance officer~~ **Community Service Officer** may make application to the municipal court for authority to enter upon land to examine nuisances for the purpose of making a determination as to whether a public nuisance exists and/or securing information as to the ownership of a vehicle or item thought to constitute a public nuisance and/or securing information as to the identity of the person or persons in control of the land where the vehicle or item is situated.
- B. The municipal court has authority to issue search warrants and other process necessary to enforce this chapter.
- C. A warrant shall issue only upon affidavit sworn to before a municipal judge that establishes the grounds for issuing the warrant. If the judge is satisfied that the grounds for the application exist or that there is probable cause to believe that they exist, he shall issue a warrant identifying the purpose of the search, and naming or describing the place to be searched. The warrant shall be directed to the ~~code compliance officer~~ **Community Service Officer** authorized to enforce or assist in enforcing the laws of the state or of the city. The warrant shall state the grounds or probable cause for its issuance and the names of the persons whose affidavits have been taken in support thereof. The warrant shall

command that the search take place forthwith. The warrant shall direct that it be served in the daytime, but for good cause shown, the warrant may direct that it be served at any time.

8.20.050 NoticesWritten Warning form.

Whenever the~~code compliance officer~~Community Service Officer is of the opinion that any condition is a public nuisance as defined within this code, the~~code compliance officer~~Community Service Officer shall ~~attempt to give a~~ written ~~notice~~warning to the owner of the condition, if his or her address is known, to the owner of the land where the condition is located, or any person occupying property, or to any other person or entity known by the~~code compliance officer~~Community Service Officer to have a security interest in the alleged public nuisance. Such ~~notice~~written warning shall include substantially the following information:

- A. The name of the person who is the owner as disclosed in the tax records of Converse County, Wyoming, or otherwise recorded; the name of the person who is the occupier-occupant of the property if known, or the name of the person/entity who has a security interest if known;
- B. The date of the inspection of the property;
- C. A description of the real property, by street address or otherwise, on which the nuisance exists;
- D. A statement that a certain condition is a nuisance within the provisions of this chapter and in the case of a vehicle, the ~~notice~~written warning should include make, year and vehicle identification number if reasonably possible ~~and what must be abated~~;
- E. A statement that such nuisance must be abated within ten (10) days from the date on the ~~notice~~written warning;
- F. A statement that if the nuisance is not abated within the time provided, the city may abate the nuisance, and the cost of abatement may be charged to the owner of the nuisance or assessed against the land upon which the nuisance exists or both;
- ~~G. A statement that a hearing upon the allegation of a public nuisance and the assessment of costs may be requested by giving written notice to the clerk of municipal court within ten (10) days from the date on the notice, and that a request must specify the property concerning which the request is made, the requesting party's name and address, and the nature of the interest held by the requesting party; that upon request a hearing will be scheduled to determine if a public nuisance exists and as to the assessment of administrative costs and the costs of abatement; that if a hearing is not so requested the right to a hearing shall be waived; and~~
- ~~H. A statement that failure to abate the nuisance may result in a city abatement and/or criminal charges.~~
- ~~I. A statement that any repetition of such violation within the same month shall not be noticed~~issued a written warning but shall immediately be cited into Municipal Court.
- ~~J. A statement that any repetition of such violation within the same calendar year may not be noticed~~issued a written warning and may immediately be cited into Municipal Court.

8.20.060 Method of service – written warnings.

- A. If, after inspection of the premises, the~~code compliance officer~~Community Service Officer determines that a public nuisance exists, a ~~notice~~written warning of violation shall be served upon the owner of property on file with the Converse County Assessor for tax purposes, the occupant of the property if different than the owner, or both. ~~Notice~~The written warning shall be served in one (1) or more of the following ways:
 - 1. Personal service by the ~~code compliance officer~~Community Service Officer; or
 - 2. Certified mail, return receipt requested, signature required; or
 - 3. Posting a copy of the ~~notice~~written warning in some conspicuous place on the offending property. In the case of vehicles, where practical, the ~~notice~~written warning shall also be affixed to the windshield or some other part of the vehicle where it can be easily seen. Where affixing

the ~~notice~~written warning to a vehicle is impractical, and in the case of other nuisances, the ~~notice~~written warning shall be posted at the site or on the premises where the nuisance exists; or

4. ~~If a violator is a business entity, the citation may be served either at the violator's usual place of business with an employee of the violator then in charge of such place of business or by delivering a copy of the citation to an agent authorized by appointment or by law to receive service of process. If the owner of the property is a foreign or domestic business entity, the registered agent of the business entity, as held on record with the Wyoming Secretary of State's Office, may be served.~~

- ~~5. In the event that service cannot be perfected by any of the above listed methods, then notice of the violation and the contents thereof, shall be published in a newspaper of general circulation in the community one (1) time per week for two (2) consecutive weeks.~~

- B. Proof of ~~notice~~service shall be made naming the person to whom ~~notice~~the written warning was given and specifying the time, place and manner thereof, by the certification of any officer or employee of the city, affidavit of any person over eighteen (18) years of age, naming the person to whom ~~notice~~the written warning was given and specifying the time, place and manner thereof. Proof of ~~notice~~service shall be made in each case and maintained for a period of two (2) years from the date of abatement of the nuisance for which ~~notice~~the written warning has been given.
- C. Receipt of service of the ~~notice~~written warning shall be deemed completed upon delivery by personal service, by mailing of the certified letter plus three (3) days, ~~or upon the publication of the notice for the first time in the newspaper.~~
- ~~D. A statement that any repetition of such violation within the same month shall not be noticed~~issued a written warning but shall immediately be cited into Municipal Court.
- ~~E. A statement that any repetition of such violation within the same calendar year may not be noticed~~issued a written warning and may immediately be cited into Municipal Court.

8.20.062 Owner to abate.

- A. Upon receipt of the ~~notice~~written warning as specified in Section 8.20.050, the owner of the property shall abate the nuisance, and provide proof thereof to the ~~code compliance officer~~Community Service Officer, within ten (10) days from the date specified in the ~~notice~~written warning of violation.
- B. In the event that the owner is unable to complete the abatement within the prescribed period of time, but has undertaken substantial steps toward abatement, the ~~code compliance officer~~Community Service Officer may grant an extension of the specified period of abatement for not more than an additional twenty (20) days, subject to such conditions as may be specified by the ~~code compliance officer~~Community Service Officer.
1. Any extension of time shall be in writing, as shall be any conditions imposed thereon.
 2. No more than one (1) extension shall be granted.

~~Exception: Upon reasonable request and circumstances the Community Service Officer may approve longer extensions based on an adopted Extension Matrix approved by the City Manager.~~

- ~~C. With concurrence of the Chief of Police and City Manager, the Community Service Officer may initiate an immediate abatement on a property that constitutes an imminent threat of danger to human life or substantial loss of property to another.~~

8.20.064 Hearing procedure.

- ~~A. The owner or occupant of property who has been served with a notice of violation pursuant to this chapter may, within ten (10) days from the date specified in the notice of violation submit a written demand to the municipal clerk of courts for a hearing on the question of whether a nuisance exists. If no appeal is filed within that period, the appeal shall be deemed waived.~~
- ~~B. In the event that a hearing is demanded by the alleged violator, a hearing shall be scheduled with the municipal court within twenty (20) days from the date of receipt of the written demand. The matter shall not be continued, unless both the alleged violator and the city agree to such continuance.~~

- C. ~~At such hearing, all parties and the city shall be afforded an opportunity to present evidence, to cross-examine and present argument; provided that all persons testifying shall be sworn; irrelevant, immaterial or unduly repetitious evidence shall be excluded. Any violator may appear with counsel if desired.~~
- D. ~~The burden shall be on the city to prove the existence of a nuisance by substantial evidence.~~
- E. ~~After hearing the evidence and argument in the matter, the municipal court shall make a finding as to the existence of a nuisance, and may make findings as to the abatement procedure proposed by the city or the alleged violator, the costs to be determined by the court within a time certain, to be allocated, and the time in which such abatement will be completed by the alleged violator, if not completed by the time of the hearing. If a nuisance is found to exist, the time for completion allowed by the court shall not exceed ten (10) days from the date of the final order. In the event a nuisance is confirmed, administrative and removal costs to the city may also be assessed at the hearing should the owner or occupant fail to remove the nuisance pursuant to the final order. If it is found that a public nuisance does not exist, abatement authority shall be denied.~~
- F. ~~Appeals from adverse decisions rendered by the municipal judge may be made to the district court in the same manner as an appeal from an adverse decision rendered by an agency in a contested case under the provisions of Section 16-3-114 of the Wyoming Statutes, 1977.~~
- G. ~~In the event a request for hearing or appeal, as provided, is not filed, the right to a hearing shall be considered to have been waived.~~

8.20.070 Correction or abatement by city—Recovery of costs.

- A. ~~Any abatement of nuisance by city shall be in accordance with the proposal specified in the notice of violation, or such other means as is found to be reasonable at the time of abatement.~~ The city shall make an effort to abate the nuisance at the least destructive or intrusive manner as is reasonable under the circumstances.
- B. Any materials removed and salvaged by the city in the abatement of the public nuisance may be sold for salvage and the proceeds deposited into the general account of the city. Those funds shall be applied to offset the cost of the abatement by the city, with any excess funds being sent to the owner of the property.
- C. The city shall be entitled to employ private contractors to assist in the abatement of the public nuisance and use salvage funds to reimburse the expenses incurred therein. If private contractors are utilized, the city shall impose a twenty (20) percent administrative fee on the offending property owner.
- D. ~~a~~After compilation of the costs and charges incurred by the city for the abatement of the public nuisance, offset by any receipt of funds for salvaged materials, the city shall mail by certified mail, return receipt requested to the owner of the property a statement of the outstanding balance owed by the owner to the city for the nuisance abatement. Such balance shall be due and owing not more than thirty (30) days following the mailing of the ~~notice~~statement. The statement shall also include a statement of the rights of the owner to appeal such amounts as have been expended on the abatement of the nuisance within ten (10) business days of the date of mailing.
- E. If the owner of the property wishes to contest the amount that was expended on the nuisance abatement, or the amount received from the salvaged materials, he may file a written notice of appeal, in person or by certified mail, with the clerk of the municipal clerk within ten (10) business days from the date of mailing of the statement of charges. If no appeal is filed within that period, the appeal shall be deemed waived and the statement amount shall be immediately due and owing to the city.
- F. If the owner files an appeal of the amount owed, then the matter shall be set for hearing with the municipal judge within ~~twenty (20)~~thirty (30) days from the date the notice is received by the clerk.
- G. If payment in full is not received by the city within thirty (30) business days from the time the statement became final, then such shall be entered as a lien against the property and filed with Converse County. Further, the city may take appropriate action to collect the same, including, but not

limited to, referral to a collection agency, reducing costs to judgment, or making the costs a special assessment or lien on the property involved. The foregoing cost, judgment, assessment or lien shall be in addition to any other penalty imposable under this chapter or any other lawful statute. [Interest on the lien shall accrue at the maximum statutory rate.](#)

8.20.080 Penalty for noncompliance – citations.

- A. It shall be the duty of any person receiving a [notice written warning](#) of a public nuisance as provided in this chapter to comply with the provisions of the [notice written warning](#) and to respond to such [notice written warning](#) within ten (10) days from the date on the [notice written warning](#), and if such person shall fail or refuse to abate such nuisance within ten (10) days from the date on the [notice written warning](#) without just cause or within an extension of time given by the ~~city code compliance officer~~ [Community Service Officer](#), ~~or the time established by the municipal judge after a hearing~~, such failure is declared to be unlawful and shall constitute a misdemeanor. Every twenty-four (24) hour period such nuisance persists to exist shall constitute a separate violation.
- B. It is unlawful and shall constitute a misdemeanor for any person, within ten (10) days from the date on the [notice written warning](#), to remove any vehicle or junk from private property to any other private property upon which storage is not permitted, or onto any public property.
- C. A violator may be assessed a fine of up to seven hundred fifty dollars (\$750.00). In addition to the fine, the court may also order the nuisance abated and assess any costs incurred by [the] city to abate nuisance if the nuisance is not abated by the violator. All fines obtained on convictions under this section shall be forwarded to the city's general fund to be utilized for costs the city incurs for nuisance abatement.
- D. [Citations issued to violators shall be personally served on the violator. If a violator is a business entity, the citation may be served either at the violator's usual place of business with an employee of the violator then in charge of such place of business or by delivering a copy of the citation to an agent authorized by appointment or by law to receive service of process. If a violator fails to appear for any court appearance without good cause, a warrant for their arrest may be issued.](#)

8.20.090 Reserved.

8.20.095 Waiver of abatement costs.

- A. Notwithstanding the other provisions of the ordinance codified in this section, the cost of abating a nuisance shall be waived for those Wyoming residents meeting the same resource eligibility requirements under W.S. 39-11-109(c)(ii) through (vii). All persons wishing to qualify for waiver of nuisance abatement costs must:
 - 1. Furnish proof of the age and/or income requirements as set forth in W.S. 39-11-109(c)(ii) through (vii);
 - 2. Must own, or be in the process of purchasing the property ~~from on~~ which the nuisance is abated; and
 - 3. Be living on the property from which the nuisance is abated.
- B. Applications for waiver of nuisance abatement costs shall be filed with the ~~city administrator~~ [City Manager](#) on forms supplied by the city, within ten (10) days after receipt of a notice of assessment [statement as required under Section 8.20.070](#). All information required to be given on such form shall be supplied and verified by the applicant. The maximum amount that may be waived under this section for any one (1) parcel of real property or any one (1) person shall be five hundred dollars (\$500.00) per calendar year and shall be the determination of the ~~city administrator~~ [City Manager](#) or the municipal judge.

8.20.097 Personal liability of owner.

The owner of the property on which a public nuisance was abated by the city shall be personally liable to the city for the reasonable costs incurred as a result of that abatement.

Commented [CC1]: Editor's note(s)—Ord. No. 916, § 12, adopted May 14, 2012, repealed section 8.20.090 which pertained to transfer of ownership and derived from Ord. 744 (part), 2005.

8.20.099 Removal—Voluntary consent—Affidavit.

The author of a nuisance may voluntarily consent to its removal by the city. To give such consent, all responsible persons of the property shall execute an affidavit acceptable to the ~~city administrator~~City Manager, stating that there are no other responsible person(s) of the property; that the responsible person(s) waive the right to hearing under Section 8.20.064; that the responsible person(s) will reimburse the city for the actual costs of removal and administrative overhead attributable to removal (or is eligible for a waiver of abatement costs under Section 8.20.095); and that reimbursement will be made to the city within thirty (30) days of removal (unless eligible for a waiver of abatement costs under Section 8.20.095). The affidavit shall contain an agreement by the responsible person(s) to indemnify the city for any loss, damage or expense alleged by any person as a result of removal or disposal. The affidavit shall release the city from any and all liability on account of the removal and disposal of a nuisance.

8.20.102 Other methods of abating nuisances.

Nothing in this title shall be deemed to limit the use of other lawful methods of abating nuisances, including, but not limited to, taking action in district court.

8.20.104 Severability.

If any section, subsection, sentence, clause, phrase or portion of the ordinance codified in this chapter is for any reason held to be invalid or unconstitutional by the final decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the ordinance codified in this chapter.

8.20.110 Offensive drains, pools and sewers—Grading and drainage.

- A. It is unlawful to cause or permit any cellar, private drain, ditch, pool, sewer or other thing or place upon any premises to become foul, offensive, or injurious to public health.
 - B. All premises shall be graded and maintained to prevent the erosion of soil and to prevent the accumulation of stagnant water thereon. It is unlawful to permit water to stand on any lot or premises until such water becomes foul or offensive or injurious to the public health, or to allow water to collect in any container on any lot or premises until such water supports mosquito breeding.
 - C. Roof water shall not be discharged in a manner that creates a public nuisance.
- Exception: Approved retention areas and reservoirs.

8.20.120 Open cellars, pits or vaults.

It is unlawful to leave, keep open, or cause to be left open, unattended or unprotected any cellar door, pit, grating or cap of any vault or other subterranean opening so that passersby may fall in or may be in danger of falling into such opening.

~~8.20.130 Protection for excavations:~~

~~It is unlawful to make any excavation, dig any hole, drain, ditch or other opening without providing proper protection by a fence or suitable safety obstruction around such excavation in such a manner as to prevent persons or vehicles from falling into the same. Such fences or safety obstructions shall be readily visible at any time of the day or night by pedestrians, motorized and nonmotorized traffic.~~

8.20.140 Individual sewage disposal systems.

It is unlawful to operate or use any individual sewage disposal system, privy or sewage vault within the city limits, unless authorized by the city.

8.20.150 Discharging offensive fluid matter.

It is unlawful to discharge or permit to be discharged or flow from any premises into or onto any adjacent property, any foul, noxious or malodorous liquid or any fluid matter that is or may become offensive.

8.20.160 Accumulation of refuse, garbage, and debris~~and junked vehicles~~.

It is unlawful for any person owning or occupying a lot or premises, or for that person's agent, to permit or cause the accumulation of garbage, refuse, or debris as defined in this section upon the lot or premises which causes or tends to cause substantial loss in the value of other property in the neighborhood in which such premises are located or which is found to be injurious to the health, safety and general welfare of the public. Nothing in this section is intended to prohibit the accumulation of such garbage, refuse or debris in or upon establishments or premises lawfully authorized for the purpose of treating or disposing of accumulated garbage, refuse or debris such as authorized junkyards and landfills.

"Debris" means discarded automobile parts or tires, household appliances, furniture or equipment, billboard refuse, silt from automobile washracks, dead animals, large or bulky boxes, barrels, tanks or containers, any refuse resulting from the wrecking, construction or reconstruction of any building, fence, sidewalk or structure of any kind or character, or any discarded refuse of a highly explosive or inflammable nature, or anything whatsoever which may be found to be unsanitary, dangerous or injurious to the health, safety and general welfare of the public.

"Garbage" means any and all kitchen refuse, waste food, offal or animal matter or anything whatsoever which may decompose and become offensive, foul, unsanitary or dangerous to health.

"Refuse" means any and all grass clippings, leaves, weeds, or other yard waste, hay, straw, paper, rubbish, containers, glass, cans, bottles and any and all other material commonly known as rubbish or refuse of any kind, except as excluded in this chapter.

8.20.165 Junked vehicles, and unlicensed or inoperative vehicles.

It is unlawful for any person owning or occupying a lot or premises, or for that person's agent, to permit or cause the accumulation of junked vehicles upon the lot or premises. Nothing in this section is intended to prohibit the accumulation of such junk vehicles in or upon establishments or premises lawfully authorized and/or expressly permitted.

- A. "Junked vehicle" means any vehicle originally designed or constructed to be self-propelled, regardless of whether it contains an engine, including, without limitation, automobiles, trucks, buses, motor homes, motorized campers, motorcycles, motor scooters, tractors, snowmobiles, dune buggies, off-road vehicles, and boats on private property which are found to either:
1. Be wrecked, abandoned, dismantled, partially dismantled, discarded, or inoperative;
 2. Promote blight and deterioration;
 3. Invite plundering;
 4. Create fire hazards;
 5. Create a harborage for insects, rodents, skunks and other vermin;
 6. Constitute an attractive and dangerous nuisance creating a hazard to the health and safety of minors; or
 7. Which causes or tends to cause substantial loss in the value of other property in the neighborhood in which such premises are located or which is found to be injurious to the health, safety and general welfare of the public.
- B. For purposes of this section, any one (1) of the following nonexclusive circumstances existing prior to, or at the time ~~notice~~ written warning is delivered, shall be considered evidence that a vehicle upon private property constitutes a public nuisance:
1. Not less than thirty (30) days have passed without the vehicle being removed or screened;
 2. A vehicle which is totally or partially suspended above the ground by jacks, blocks or other devices, except for a vehicle undergoing active repair, for up to forty-eight (48) hours when the same is being repaired;
 3. A vehicle which does not display a current license plate, tag or valid temporary permit, except those in possession of licensed dealers for the purpose of sale at the place licensed for the sale;

4. A vehicle which is inoperative, or in a state of major disassembly or disrepair, or which is in the process of being stripped or dismantled, other than for up to thirty (30) days when repairing the same; or
5. A racecar that is not currently actively engaged in racing and equipped for racing with roll cage, windows removed, driver's name, sponsors and/or number displayed. Any racecar shall be concealed behind a six (6) foot opaque fence or within an enclosed building, with the exception of not more than ten (10) days prior to or following the date of the race event.
6. Demolition derby cars; or vehicles in an operable condition specifically adapted or constructed for exclusive operation on raceways, or parts thereof shall be considered junked vehicles ten days (10) following the demolition race in which they were used.

Demolition derby cars shall not be permitted on residential property more than fourteen (14) days prior to the event in which the demolition derby racecar is entered. Proof of event registration may be required.

Within no more than ten (10) days following the date of the race event, any demolition derby car shall be concealed behind a six (6) foot opaque fence or within an enclosed building.

C. Exceptions. This section does not apply to:

1. Vehicle storage incident to an automobile sales, towing, storage or repair business operated in compliance with all applicable law; or
2. The storage of wrecked, junked or inoperative vehicles by a lawful salvage business operating in compliance with all applicable law; or
3. For use in refurbishing and restoring vehicles as a hobby, a property owner may keep on his/her property no more than ~~two one~~ (21) unlicensed or inoperative vehicles and materials involved with the repair and restoration of ~~those said~~ vehicles on any portion of their property in compliance with 16.5.8.3(F) Parking in Residential Zone Districts, provided the ~~vehicles and~~ materials are effectively concealed from view.
4. Vehicles in compliance with 16.5.8.3(F) Parking in Residential Zone Districts provided that any vehicle that is inoperable or not licensed shall be effectively concealed from view.
5. Vehicles may be stored in a rear yard that is completely enclosed with a minimum six (6) foot opaque fence.

"Effectively concealed from view" means any vehicle which is maintained in such a manner that it does not constitute a health hazard, does not attract children, rodents or pests, and which is located so that it is not readily visible from a public place or surrounding private property, or is enclosed in a building, or is completely covered with an intact, opaque cover designed for said vehicle (e.g., custom fit car cover), or is concealed behind appropriate opaque fencing.

8.20.170 Burning garbage and refuse.

It is unlawful for any person to burn or cause to be burned any garbage, waste, packing material, trash, refuse, discarded boxes or other materials within the corporate limits of the city without first having obtained written permission from the fire chief through the Burn Permit. Burn Permit applicant/property owner shall notify the Fire Department, the Police Department and Dispatch one (1) hour prior to starting the burn.

8.20.175 Private roads.

Private roads are defined as any way or place, whether paved or unpaved, in private ownership and maintenance used for vehicular travel by the owner and those having express or implied permission from the owner, which provides access to three (3) or more residences, and which is not dedicated as a city street.

Maintenance of private roads shall be the sole responsibility of the landowner(s).

All private roads shall, at a minimum and unless otherwise specified in this code, be graded in such a way as to be maintained free from potholes, ruts, and other obstructions, and to provide adequate

drainage from the road surface for the provision of safe and convenient vehicular access from abutting streets for area residents, emergency responders, and utility providers. Road surfaces shall be comprised of a minimum of three (3) inches of compacted gravel or an alternative aggregate approved by the city engineer, with appropriate measures to control dust. Dirt, mud, gravel or aggregate tracked onto paved, public streets must be removed as soon as practical.

Upon notification of violation of these conditions, the owner of said roads shall have ten (10) days from the date of the ~~notice~~written warning to bring the streets into compliance, as outlined in Section 8.20.062 of this code. As specified in that section, one (1) twenty (20) day extension may be granted by the ~~code compliance officer~~Community Service Officer. Any additional extension shall be based on extraordinary circumstances and at the discretion of the ~~Community Development~~Police Department. In the event that the road is not timely brought into compliance, the city shall have recourse to all enforcement options enumerated within title 8.20 of this code.

8.20.190 Removal of snow and ice.

- A. Sidewalks. Owners and/or occupants of property abutting a sidewalk shall, after a snowfall, remove snow, ice or slush from such sidewalks and maintain them free of the same. All persons or entities owning, occupying, or having control of certain premises, a building or an empty lot located within commercial zones in the city shall clear the sidewalks of snow, in front of or on the side of said premises, building or empty lot located adjacent to a public street after any snowfall accumulation by five (5:00) a.m. the following day. All persons owning, occupying, or having the control of premises, a residence, a building or empty lot located within all other zones in the City of Douglas shall cause such snowfall accumulation to be removed from sidewalks on the boundary of their premises, residence, building or empty lot within five (5) days. If any owner or occupant of the property fails to comply with this subsection, the city may, after a reasonable effort to contact the owner and/or occupant either in person or by telephone, have the snow ice or slush removed and charge the owner or occupant for the costs thereof, as provided in Section 8.20.070.
- B. Except as provided for in subsection C below, it is unlawful for any person to remove snow from private property and place the same on a public right-of-way or without adequate arrangements for the immediate removal thereof. For the purposes of this section, public right-of-way means the area on, below, or above a public roadway, highway, street, alley, bridge, sidewalk, or utility easement dedicated for compatible uses, but excepting therefrom any area between the sidewalk and the public roadway.
- C. Persons owning or leasing property within the commercial zone for the city, as defined by the official City of Douglas zoning map, shall be allowed to push the snow, ice, and slush from their sidewalk into the public street subject to the following conditions:
 - 1. The snow must be pushed into the street as provided for herein by five (5:00) a.m. on the following day of a snow;
 - 2. Snow may only be pushed into the streets from concrete or asphalt surfaces.

8.20.200 Weeds—Composting exception.

- A. For the purpose of this chapter, the following words and phrases shall have the meaning respectively ascribed to them by this section:
 - 1. "Native areas" means those areas adjacent to the city's open drainageways and areas of natural groundcover, and/or areas of extreme topography.
 - 2. "Drainageways" means a route or course along which water moves or may move to drain a region.
 - 3. "Wood plants" means perennial plant materials such as trees, shrubs, vines and groundcovers with woody fiber, which serve as desirable flora components of an urban landscape.
- B. Weed Removal. All premises and adjoining property, including the space between such property and the street and that portion of the alley adjoining such property, and the sidewalk areas abutting thereon, shall be maintained free from weeds and untended growth of vegetation in excess of ~~ten~~

~~eight (108)~~ inches in height. The presence of such weeds may create a fire, safety or health hazard, or may attract vermin either on the property, on neighboring properties, or on both. All noxious weeds shall be prohibited. Weeds shall be defined as all grasses, annual plants and vegetation, other than trees or shrubs, provided, however, this term shall not include cultivated flowers, gardens and lawns. Nothing in this subsection is intended to prohibit the use of tall, decorative grasses or plants as part of a landscaping or xeriscaping scheme.

Exception. Tracts of land greater than two (2) acres in size which are unsubdivided and unimproved and/or subdivided but unimproved, and under single ownership. Fire break required as per subsection C.

C. Fire Break Required.

1. It is the duty of every owner of any lot, or parcel of ground in the city, to mow and maintain a ~~ten (10) foot~~ strip for a fire break between their private property and the native areas adjoining the property. ~~The width of the fire break shall be determined by the Community Development Department, and shall be based on the height, type and amount of growth, wind and geographical conditions, and type of exposure threatened~~.
2. Tracts of land greater than two (2) acres in size which are unsubdivided or subdivided, unimproved, ~~contiguous~~, and under single ownership shall be mowed a minimum of ten (10) feet from the property line into the property or twenty (20) feet when adjacent to residential neighborhoods ~~unless otherwise specified by the Community Development Department as per subsection C.1.~~
3. Drainageways, excluding the North Platte River, shall be mowed a minimum of ten (10) feet extending out from the top of the bank. When drainageways are adjacent to residential neighborhoods, they shall be mowed a minimum of twenty (20) feet extending out from the top of the bank. Woody plants located within this area are exempt from having to be mowed. The code enforcement officer, for reasons of erosion, spoilage of natural groundcover, etc., can deem the mowing of the drainageway to be impractical, and exempt from the mowing requirement.
4. Native areas and/or areas of extreme topography, as determined by the Community Development Department, and the natural vegetation contained therein, are exempt from the weed removal and height limitation provisions of this chapter with the exception of subsection C.1.

D. Composting Exception. The provisions of subsection A. do not prohibit the maintenance of a compost pile on residential property, so long as the compost pile does not create a hazard and is:

1. Contained;
2. Maintained so as not to produce offensive odors or attract flies or vermin;
3. Located, insofar as reasonably possible, so that it is not visible from abutting properties or streets;
4. Maintained in compliance with all rules, regulations and procedures that may be promulgated by the public works director.

~~8.20.205 Trees and shrubs.~~

~~A. Definitions. For this chapter, the following words and phrases shall have the following meanings:~~

1. ~~"Arborists" are herein defined as any person, firm, or corporation engaged in the business of cutting, trimming, pruning, spraying, injecting chemicals, or removing trees or shrubs for compensation.~~
2. ~~"City property" means all city-owned property, including parks, and dedicated rights-of-way and other real property.~~
3. ~~"Park trees" are hereby defined as trees, shrubs, bushes and all other woody vegetation in public parks and all areas owned by the city.~~

4. "Public Nuisance" means any dangerous or unsafe tree or portions thereof on streets or alleys, in parks, on other public places, and private property, or posing a hazard thereof; any destructive or communicable disease or pestilence which endangers the growth, health, life, or well-being of trees or shrubs in the city.

5. "Street trees" are hereby defined as trees on land lying between property lines on either side of all streets, avenues, alleys, or right of ways within the city.

6. "Tree Topping" is described as the severe cutting back of limbs to stubs larger than three (3) inches in diameter within the crown to such a degree so as to remove the normal canopy and disfigure the tree.

B. Trees to be Trimmed. Every owner or occupant of any real property shall trim all trees on property owned or occupied by him which are overhanging the sidewalks, streets or alleys so that the branches thereon will not interfere with pedestrians or public travel. Same shall be trimmed so that all parts shall be at least eight (8) feet above any sidewalk it may overhang. Same shall be trimmed so that all parts shall be at least fourteen (14) feet above any street or alley it may overhang.

If a tree, or any of its parts, adjoining boulevards, or alley ways, on private property in any way causes a hindrance to the general public, or in any way endangers the security and usefulness of any public street, highway, alley, utility, or sidewalk, the same is hereby declared a nuisance. The city shall issue a written notice requiring the owner or agent to correct or remove said nuisance within ten (10) days, unless such nuisance constitutes a traffic safety hazard, in which case the owner shall be required to abate the hazard within three (3) days. If the owner or agent does not correct said nuisance within the time specified, the city shall cause the same to be corrected or removed, and the costs thereof shall be billed to the property owner at a rate equal to one and one half (1½) times or a citation will be issued by the code compliance officer.

C. Tree Topping. It shall be unlawful for any person, firm, or city department to top any tree on public property. Trees severely damaged by storms or other causes, or certain trees under utility wires or other obstructions where proper pruning practices are impractical may be exempted from this ordinance at the determination of the Parks Department.

D. Hedges and Shrubbery. Every owner or occupant of any real property shall trim all hedges and shrubbery adjacent to public sidewalks so that no part of said hedges and/or shrubbery shall extend over any part of a public sidewalk in the city and/or streets and alleys so that no part of said hedges and/or shrubbery shall extend over any part of a street or alley. In case of corner lots, there shall be no hedges or shrubbery within the triangle, having its sides fifteen feet (15) each way from the corner of said lot facing the two (2) streets, and there shall be no other plants over two feet (2) high within such triangle.

E. Injury to Trees or Shrubbery. It is hereby declared unlawful for any person, not the owner thereof, or without lawful authority to do so, to willfully injure, destroy, deface, disfigure or demolish any fruit, shade or ornamental tree or shrub, growing, standing or being either on private ground or any street, parking area, public park or place within the city.

F. Attachment of Signs, Notices, Wires or Ropes. It shall be unlawful to attach any sign, advertisement, or notice to any tree or shrub on city property. It shall be unlawful to attach any wire or rope to any tree or shrub in any public street, parkway, or other city property without the approval of the Parks Department.

G. Street Corners. Trees and bushes shall be trimmed in a manner which does not prevent visibility at street corners or intersections.

H. Fire Hydrants. Trees and bushes shall be trimmed in a manner which provides clear visibility of and accessibility to hydrants.

I. Existing Trees. Trees in existence and growing at the date of the ordinance from which this section is derived shall be exempt from setback requirements.

8.20.210 Rodent and insect harborage.

- A. The interior of all buildings and structures shall be kept free from insect and rodent harborage and infestation where such infestation threatens the public health, safety or welfare. Where rodents or insects are found, they shall be promptly exterminated by approved processes which will not be injurious to human health. After extermination, proper precautions shall be taken to eliminate insect and rodent harborage and prevent reinfestation.
- B. All exterior premises shall be kept free from infestation of insects, rodents and other noxious pests where such infestation threatens the public health, safety or welfare.
- C. Any person who maintains or permits the existence of the prohibited dangerous condition herein is in violation of the 1997 Uniform Code for the Abatement of Dangerous Buildings and the procedure for abatement of such condition shall be pursuant to such Code. Failure to comply with an order issued under such Code shall be a violation of Section 15.09.020 of the Douglas Municipal Code.

8.20.180-211 Sidewalks, driveways and parking lots.

The Public Works Department shall determine which sidewalk, driveways and parking lots need to be ~~noticed~~cited for this section 8.20.211 and the Community Service Officer shall enforce this section 8.20.211.

- A. All sidewalks, walkways, stairs, driveways, parking lots and similar areas shall be kept in a proper state of repair, and maintained free from hazardous conditions.
- B. It is unlawful to allow dirt, rubbish or refuse of any kind to be thrown, swept or pushed into the street adjacent to any store or place of business by the owner, manager or any employee or agent thereof. Each business establishment is held responsible for keeping the sidewalk and gutter adjacent to such building free of any accumulation of dirt, papers or refuse.

8.20.100-212 Vacant and occupied structures and land.

The Building Official/Inspector under the supervision of the Community Development Director shall enforce this section 8.20.212.

All property or premises, vacant or occupied, shall be maintained in a clean, safe, secure and sanitary condition so as not to adversely affect health and safety. All doors, windows and other openings of vacant structures shall be secured to prevent unauthorized entry. Any person who maintains or permits the existence of the prohibited dangerous condition herein is in violation of the 1997 Uniform Code for the Abatement of Dangerous Buildings and the procedure for abatement of such condition shall be pursuant to such Code. Failure to comply with an order issued under such Code shall be a violation of Section 15.09.020 of the Douglas Municipal Code.

8.20.215 Interior sanitation.

The Building Official/Inspector under the supervision of the Community Development Director shall enforce this section 8.20.215.

- A. The interior of every building or structure shall be maintained free from any unsafe or unsanitary accumulation of refuse and garbage.
- B. All sanitary facilities shall be installed and maintained in a safe and sanitary condition.
- C. Any person who maintains or permits the existence of the prohibited dangerous condition herein is in violation of the 1997 Uniform Code for the Abatement of Dangerous Buildings and the procedure for abatement of such condition shall be pursuant to such Code. Failure to comply with an order issued under such Code shall be a violation of Section 15.09.020 of the Douglas Municipal Code.

8.20.220 Structure exteriors, accessory structures, fences and walls.

The Building Official/Inspector under the supervision of the Community Development Director shall enforce this section 8.20.220.

- A. Structure exteriors, including fences and walls, shall be maintained in good repair, structurally sound and sanitary so as not to pose a threat to public health, safety or welfare.
 - 1. All overhang extensions including, but not limited to canopies, marquees, signs, metal awnings, fire escapes, standpipes and exhaust ducts shall be maintained in good repair and be properly anchored so as to be kept in good condition.
 - 2. Exterior stairways, decks, porches and balconies, and all appurtenances attached thereto, shall be maintained structurally sound, and in good repair.
 - 3. All chimneys, cooling towers, smoke stacks, and similar appurtenances shall be maintained structurally safe and sound, and in good repair.
 - 4. Basement hatchways that provide access shall be equipped with devices that secure the unit from unauthorized entry. Such basement hatchways shall also be maintained to prevent the entrance of rodents, rain and surface water.
- B. All accessory structures, including detached garages, fences and walls, shall be maintained structurally sound and in good repair.
- C. Any person who maintains or permits the existence of the prohibited dangerous condition herein is in violation of the 1997 Uniform Code for the Abatement of Dangerous Buildings and the procedure for abatement of such condition shall be pursuant to such Code. Failure to comply with an order issued under such Code shall be a violation of Section 15.09.020 of the Douglas Municipal Code.

8.20.230 Dilapidated structures.

The Building Official/Inspector under the supervision of the Community Development Director shall enforce this section 8.20.230.

Buildings or structures that are so deteriorated, damaged, dilapidated, or in need of repair so as to present a threat to the public health, safety and welfare of the community constitute a nuisance and shall be abated by repair, rehabilitation or demolition as provided in Chapter 15.09 of this code.

8.20.13240 Protection for excavations.

The Building Official/Inspector under the supervision of the Community Development Director shall enforce this section 8.20.240.

It is unlawful to make any excavation, dig any hole, drain, ditch or other opening without providing proper protection by a fence or suitable safety obstruction around such excavation in such a manner as to prevent persons or vehicles from falling into the same. Such fences or safety obstructions shall be readily visible at any time of the day or night by pedestrians, motorized and nonmotorized traffic.

Section 2. Section 10.48.070 of the Douglas Municipal Code is hereby amended to read as follows:

10.48.070 Parking of recreational and utility vehicles and trailers on public streets.

The purpose of this section is to address health, safety, and welfare concerns related to snow removal, street sweeping, traffic movement, ingress and egress from private property on to public right-of-ways, police observation of property, masking the presence of abandoned or inoperable vehicles, property values, and blight. The ~~Code Compliance~~Community Service Officer shall have the authority declare a nuisance and enforce items listed in this section.

"Unit" means a recreational vehicle, recreational trailer, motor home, bus, detached camper, boat, construction trailer, utility trailer, horse trailer, oversize vehicle, or similar vehicle or trailer.

- A. Not more than one (1) unit may be parked within the paved portion of a public street adjacent to a building site and/or to the property to which the unit registration displays.
- B. Units must be legally registered and have the ability to be moved under their own power or the power of a motorized vehicle.
- C. Units shall not be parked in a manner that creates a vehicular or pedestrian traffic hazard.

- D. No units described in this section shall be parked on any arterial street.
- E. None of the units described in this section shall be used for dwelling or residential purposes.
- F. Short term parking, of no more than three (3) consecutive days of any thirty-day period, of units as defined in this section, is permitted provided such parking does not constitute a safety hazard, does not create a nuisance, and does not conflict with provisions of this Code. Any parking in excess of this time period is prohibited and is considered a nuisance.
- G. Construction units may be parked at a site, other than that which it is registered to, where it is actively being utilized as part of a working construction site for which a building permit has been issued. The unit shall be removed as soon as its use is deemed unnecessary by the ~~Code Compliance Officer~~ Building Official. Construction units shall not create a safety hazard, create a nuisance, or conflict with provisions of this Code.

PASSED AND APPROVED ON FIRST READING this ~~14th~~ 28th day of April, 2025.

PASSED AND APPROVED ON SECOND READING this _____ day of _____, 2025.

PASSED, APPROVED AND ADOPTED ON THIRD AND FINAL READING this _____ day of _____, 2025.

Attest: _____
Kim Pexton, Mayor

Sonya Ortega, City Clerk

Published: _____

ATTESTATION

I, Sonya Ortega, the Clerk of the City of Douglas, Wyoming, do hereby attest and state that the above ordinance was published/posted in the manner required by law and that all procedures required by Wyoming State law were complied with.

Sonya Ortega, City Clerk



Agenda Item Report

City Council – May 12, 2025

Item

Ordinance No. 1052: An Ordinance Amending Sections 8.20.080 Pertaining to Minimum Fines For Certain Nuisance Related Code Violations, Second Reading

Responsible Staff Contact

Recommendation

Remove Ordinance 1052 and approve on second reading, as presented.

Executive Summary

April 28 Update: Ensured all references were correct per Ordinance 1050.

Background

Alignment to Strategic Doing (SD) and/or Other Plans

Budget/Fiscal Impact

Action Requested/Recommended Motion

Remove Ordinance 1052 and approve on second reading, as presented.

Attachments

1. ORD 1052 Nuisance Penalties DRAFT - First Reading

ORDINANCE NO. 1052

AN ORDINANCE AMENDING SECTIONS 8.20.080 PERTAINING TO MINIMUM FINES FOR CERTAIN NUISANCE RELATED CODE VIOLATIONS

WHEREAS, the governing body of the City of Douglas finds and determines that the following changes and clarifications need to be made in regard to the City of Douglas Municipal Code; and

WHEREAS, the City has undertaken significant effort to calculate its administrative costs in investigating, noticing, and abating nuisances in the City, and the amended minimum fines reflect the actual costs to the City in investigating and prosecuting nuisance matters; and

WHEREAS, consideration has been given to ensure fairness to all City of Douglas residents and make new regulations reasonable.

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

Section 1. Section 8.20.080 of the Douglas Municipal Code is hereby amended to add Subsection D, which reads as follows:

D. For violations of Sections 8.20.160, 8.20.200, 8.20.210, 8.20.215, and 8.20.230 of the Douglas Municipal Code, the following minimum fines shall be imposed. For the first offense resulting in conviction, the minimum fine shall be two hundred and fifty dollars (\$250). On a second offense resulting in conviction or subsequent conviction within five (5) years, the minimum fine shall be four hundred and fifty dollars (\$450).

PASSED AND APPROVED ON FIRST READING this _____ day of _____, 20____.

PASSED AND APPROVED ON SECOND READING this _____ day of _____, 20____.

PASSED, APPROVED AND ADOPTED ON THIRD AND FINAL READING this _____ day of _____, 20____.

Kim Pexton, Mayor

Attest:

Sonya Ortega, City Clerk

Published: _____

ATTESTATION

I, Sonya Ortega, the Clerk of the City of Douglas, Wyoming, do hereby attest and state that the above ordinance was published/posted in the manner required by law and that all procedures required by Wyoming State law were complied with.

Sonya Ortega, City Clerk



Agenda Item Report City Council – May 12, 2025

Item

Ordinance 1054: An Ordinance Creating Section 16.6.42 Pertaining to Mini-Warehouse (Commercial Self-Storage Facility) and Amending Section 16.2.2 Pertaining to Definitions, Table 4-6 of Section 16.4.7.1 Pertaining to Principal Uses, and Section 16.6.3.1 Pertaining to Allowed Uses and Structures in Commercial Zones, Second Reading

Responsible Staff Contact

Clara Chaffin

Recommendation

Approve Ordinance 1054 on second reading as presented.

Executive Summary

Community Development Staff received a request to modify the Municipal Code to allow for shipping containers to be used as a mini-warehouse (commercial self-storage facility). At the regular City Council meeting on April 14, the Council held a discussion regarding the proposal and draft ordinance for discussion. Staff made two changes to the draft ordinance:

1. **6.26.3 Approvals:** Created a requirement to be approved as a Type B Development for a shipping container mini-warehouse facility when adjacent to residential zones. This would enable notifications and public comments from the surrounding neighborhoods. For a shipping container mini-warehouse facility adjacent to any other zone, the development would be approved as a Type A Development, which is administrative.
2. **6.26.7(G) Placement:** Shortened the language regarding the stacking of the shipping containers.

May 12 Update: No changes from the April 28 Council meeting.

Background

Alignment to Strategic Doing (SD) and/or Other Plans

SD Commitment

SD Commitment Strategy

SD Commitment KPI

SD Outcome
SD Outcome Strategy
SD Outcome KPI
2014 Master Plan
2015 Downtown Master Plan

Budget/Fiscal Impact

Fund/Department
Project/Line Item(s)
Budgeted Amount
Anticipated Amount

Action Requested/Recommended Motion

Approve Ordinance 1054 on second reading as presented.

Attachments

1. ORD 1054 Shipping Containers as Storage Facilities DRAFT - 2nd Reading

ORDINANCE NO. 1054

AN ORDINANCE CREATING SECTION 16.6.42 PERTAINING TO MINI-WAREHOUSE (COMMERCIAL SELF-STORAGE FACILITY) AND AMENDING SECTION 16.2.2 PERTAINING TO DEFINITIONS, TABLE 4-6 OF SECTION 16.4.7.1 PERTAINING TO PRINCIPAL USES, AND SECTION 16.6.3.1 PERTAINING TO ALLOWED USES AND STRUCTURES IN COMMERCIAL ZONES

WHEREAS, the City of Douglas (City) Council finds and determines that the following changes and clarifications need to be made in regard to the City of Douglas Municipal Code; and

WHEREAS, consideration has been given to ensure fairness to all City of Douglas residents and make new regulations reasonable.

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

Section 1. Section 16.6.42 is hereby created and all subsequent sections shall be renumbered in order:

6.26 Shipping Containers as Mini-Warehouse (Commercial Self-Storage Facility)

6.26.1 Purpose.

The purpose of this section is to regulate the use of shipping containers in Mini-Warehouse (Commercial Self-Storage Facility) developments to protect the public health, safety, and welfare, and safeguard property values while promoting positive aesthetics in the City.

6.26.2 Definitions.

"Mini-Warehouse (Commercial Self-Storage Facility)." Buildings designed primarily for the storage of household items and inventory of small commercial businesses where storage units are individually leased or rented, where access to storage units is infrequent, and where no utilities are provided except for services provided to a manager's apartment, office, and for the lighting and climate control of individual storage units. May also include shipping containers in commercial and industrial zones.

"Shipping Container" shall mean a unit originally used or designed to store goods or other merchandise during shipping or hauling by a vehicle, including, but not limited to, rail cars of any kind, truck trailers, or multi-modal shipping containers or similar structures such as look-alike shipping container buildings or metal buildings marketed as "containers," "portable storage units," or "conex."

6.26.3 Approvals.

- A. Adjacent to Residential Zone - Approved as a Type B Development:** Shipping containers used as a mini-warehouse (commercial self-storage facility) adjacent to any residential zone shall be approved as a Type B Development.
- B. Not Adjacent to Residential Zone - Approved as a Type B Development:** Shipping containers used as a mini-warehouse (commercial self-storage facility) not adjacent to any residential zone shall be approved as a Type A Development.
- C. Building Permit Required:** Shipping containers shall require a building permit and shall comply with adopted and applicable International Building Codes.

6.26.4 Occupation.

Shipping containers shall not be used as dwellings, sleeping quarters or for occupancy for any period of time.

6.26.5 Site & Circulation.

- A. **Limited:** Only one (1) shipping container is allowed per commercial lot unless the commercial lot is being used as a mini-warehouse (commercial self-storage facility).
- B. **Lot Coverage:** Shipping containers shall be in an approved designated area per the Development Plan or Building Permit application and be included in the calculation of overall lot coverage.
- C. **Site Circulation:** A site circulation plan shall be provided as part of the Development Plan or Building Permit application.

6.26.6 Screening, Markings, Advertising.

- A. **Screening:** Shipping containers shall be screened from the view of the public and adjacent properties with a combination of plantings, xeriscaping materials, landscaped berms, and 100% solid opaque fence or decorative wall. Fences and decorative walls used to screen shipping containers shall be a minimum of six (6) feet in height. Any request to construct a decorative screening wall to screen shipping containers in excess of six (6) feet shall be designed and certified by a registered engineer in the State of Wyoming. The height of an opaque fence or decorative screening wall may be reduced by one (1) foot for every one (1) foot of earthen berm constructed immediately below the fence or wall up to a maximum reduction of the fence or wall height resulting in a three (3) foot fence or decorative screening wall on top of a three (3) foot earthen berm.
- B. **Markings:** Shipping Containers shall retain their original data plate (CSC Safety Approval Placard) affixed. Shipping Containers shall be painted on all visible sides and top with solid natural earth toned colors that blend and /or enhance the natural scenic aesthetic of the neighborhood.
- C. **Advertising:** Shipping containers shall not be used for any advertising purpose and shall be kept clean of all alpha-numeric signage and writing with the exception of their original data plate (CSC Safety Approval Placard).

6.26.7 Placement.

- A. **Arrangement:** Shipping containers shall be placed in a tidy straight line with no space between each container.
- B. **Drainage:** Shipping containers shall be placed so surface drainage runs away from the containers to a designated drainage and does not pool around the containers.
- C. **Fastened:** Rows of containers shall be fastened together.
- D. **Positioning:** Shipping containers shall not occupy required off-street parking, loading or landscaping areas.
- E. **Setbacks:** Shipping containers shall comply with the setbacks for the applicable zoning district.
- F. **Size and Height:** The maximum size allowed for a shipping container shall be eight (8) feet wide by twenty (20) feet long by eight and one-half (8.5) feet tall.
Exception: Shipping containers used for mini-warehouse (commercial self-storage facility) may not exceed eight (8) feet wide by forty (40) feet long by nine and one-half (9.5) feet tall.
- G. **Stacking:** Shipping containers shall not be stacked.
- H. **Surface:** Containers shall be safe, structurally sound, in good repair, and placed on a stable compacted or solid surface to ensure containers do not shift, sink, tilt, or fall out of line with the adjacent containers.
- I. **Trailer Detachment:** Shipping containers must be detached from the transportation trailer and placed on the ground. All running gear shall be removed prior to placement.

6.26.8 Utilities.

No shipping container shall be connected to any utilities other than electrical.

6.26.9 Maintenance.

Shipping containers shall be maintained in good condition at all times. Any container appearing to be in disrepair or shifting shall be removed and corrected immediately. Any container that becomes unsound, unstable or otherwise dangerous, as determined by the City, shall be immediately repaired or removed by the property owner and at the expense of the property owner.

Section 2. The “Mini-Warehouse” Definition of Section 16.2.2 of the Douglas Municipal Code is hereby amended to read as follows:

Warehouse, Mini- (Commercial Self-Storage Facility)
Buildings designed primarily for the storage of household items and inventory of small commercial businesses where storage units are individually leased or rented, where access to storage units is infrequent, and where no utilities are provided except for services provided to a manager's apartment, office, and for the lighting and climate control of individual storage units. [A Mini-Warehouse or Commercial Self-Storage Facility may also include shipping containers in commercial and industrial zones.](#)

Section 3. Table 4-6, row “Mini-Warehouse” under the Principal Commercial Uses section in Section 16.4.7.1 of the Douglas Municipal Code is hereby amended to read as follows:

Use	Zoning Districts																Additional Requirements
	A	RR	R-1	R-2	R-3	R-4	RE	MH-1	MH-2	CB-1	B-1	B-2	MU-PUD+	PLI+	I	GRN	
Principal Commercial Uses																	
Mini-Warehouse (Commercial Self-Storage Facility)											C	A		A	A		See Section 6.26

Section 4. Section 16.6.3.1 of the Douglas Municipal Code is hereby amended to read as follows:

16.6.3 Accessory Commercial Structures and Uses
16.6.3.1 Allowed Uses and Structures

The following uses and structures are considered accessory to a principal commercial use:

- On-site parking lots or garages providing parking for a commercial structure;
- On-premise signs;
- Carports or other motor vehicle or commercial vehicle covered parking areas (hereinafter "covered parking areas") shall comply with the following:
 - Definition: Covered parking areas shall be defined as a structure built attached or detached from the primary structure that is open on at least three (3) sides and where vision through the three (3) open sides is not impeded. This definition does not include garages.
 - Location: Covered parking areas are limited to the side and rear of the property.
 - Exception: Covered parking areas may project from the front of the primary structure when designed to favorably add to the architecture of the primary structure at the discretion of the Community Development Director.
 - Setbacks: Covered parking areas smaller than two hundred (200) square feet may project into a required setback not to exceed one-third (⅓) the distance of the required setback. Covered parking areas larger than two hundred (200) square feet shall comply with the principal structure setbacks for the applicable zoning district. Covered parking areas in the side yard shall not be less than twenty (20) feet from the front lot line.
 - Size: When allowed in the front, covered parking areas affixed to the front of the primary structure are limited to a maximum of five hundred (500) square feet of coverage area. Detached covered parking areas or covered parking areas affixed to the side or rear of the primary structure are limited to a maximum of five hundred (500) square feet of coverage area or twenty (20) percent of the primary structure, whichever is larger.
 - Height: Covered parking areas may not exceed the maximum height for an accessory structure in each zone district.
 - Architectural Design: The design of the covered parking areas shall be in character with, and constructed of, the same quality permanent materials as the principal building, or adopted design standards. No metal buildings or structures shall be allowed for covered parking areas over two hundred (200) square feet unless concealed with materials in character with the principal building.

- Building Permit Required: Covered parking areas shall require a building permit.
- Construction: All covered parking areas two hundred (200) square feet or less shall meet all applicable building codes, including wind and snow loads. All covered parking areas exceeding two hundred (200) square feet shall be constructed using permanent concrete footers, metal framing or wood beams, and metal or wood rafters, and shall meet all applicable building codes, including wind and snow loads.
- Maintenance: Covered parking areas shall be maintained in good condition at all times.
- Fully enclosed accessory structures used for storing merchandise or materials needed for operation of the principal commercial use. Merchandise storage within the CB-1 (Downtown Business) zoning district shall be limited to areas within the principal structure and shall not be allowed within an accessory structure;
- Shipping containers in commercial zones (excluding the Industrial Zone) shall comply with the following:
 - Definition: "Shipping container" shall mean a unit originally used or designed to store goods or other merchandise during shipping or hauling by a vehicle, including, but not limited to, rail cars of any kind, truck trailers, or multi-modal shipping containers or similar structures such as look-alike shipping container buildings or metal buildings marketed as "containers," "portable storage units," or "conex."
 - Occupation: Shipping containers shall not be used as dwellings, sleeping quarters or for occupancy for any period of time.
 - Limited: Unless the commercial lot is being used as a Mini-Warehouse or Commercial self-storage facility, only one (1) shipping container shall allowed per commercial lot.
 - Building Permit Required: Shipping containers shall require a building permit be issued prior to installation.
 - Location: Shipping containers are limited to the rear of the property.
 - Setback: Shipping containers shall comply with the setbacks for the applicable zoning district.
 - Size and Height: The maximum size allowed for a shipping container shall be eight (8) feet wide by twenty (20) feet long by eight and one-half (8.5) feet tall.
 - Architectural Design: Shipping containers shall be concealed on all sides and top with materials that are in character with, and constructed of, the same quality permanent materials as the principal building, or adopted design standards. No corrugated or ribbed metal shall be allowed unless the principal building is sided with the same material.
 - Exception: Shipping containers used as Mini-Warehouse (Commercial Self-Storage Facility) (see Section 16.6.26).
 - Maintenance: Shipping containers shall be maintained in good condition at all times.
 - Exception: Temporary portable moving containers/moving pods placed on private property for the purpose of moving household goods. Shipping containers shall be permitted on construction sites provided there is an active building permit and placement is ancillary to a project on site. Such shipping containers shall be removed within 30-days of completion of work associated with the building permit.
- Outside storage, which shall be fully screened pursuant to the requirements of this Chapter and Chapter 5 of this Code. Under no circumstances shall outside storage be allowed in the CB-1 (Downtown Business) zoning district;
- Fences, walls, and hedges;
- Outdoor retail displays, which shall be limited to a maximum display area of five percent (5%) of the total area of the lot or parcel upon which the commercial use operates or 1,000 square feet, whichever is less;
- Antennas, radio facilities, and satellite dishes, subject to the requirements of this Code; and
- Any accessory structure or related use expressly designated as accessory in a commercial zoning district under this Code, or otherwise established as an accessory use through an interpretation of the Community Development Department Director.

PASSED AND APPROVED ON FIRST READING this _____ day of _____, 20____.

PASSED AND APPROVED ON SECOND READING this _____ day of _____, 20____.

PASSED, APPROVED AND ADOPTED ON THIRD AND FINAL READING this _____ day of _____, 20____.

Kim Pexton, Mayor

Attest:

Sonya Ortega, City Clerk

Published: _____

ATTESTATION

I, Sonya Ortega, the Clerk of the City of Douglas, Wyoming, do hereby attest and state that the above ordinance was published/posted in the manner required by law and that all procedures required by Wyoming State law were complied with.

Sonya Ortega, City Clerk



Agenda Item Report City Council – May 12, 2025

Item

Ordinance No. 1055: An Ordinance Creating Section 5.16.111--Prohibiting The Pledging Or Hypothecating Of A Retail Liquor License As Collateral And Further Amending Ordinance 5.16.110 To Strike Paragraph G. Third Reading.

Responsible Staff Contact

Recommendation

Approve Ordinance 1055 as presented on first reading.

Executive Summary

The proposed ordinance affirms the City of Douglas' regulatory authority over the issuance, renewal, and transfer of retail liquor licenses by explicitly prohibiting the pledging or hypothecation of such licenses as collateral in private financial arrangements. This ordinance ensures that all liquor license decisions remain grounded in public interest and community welfare—not influenced by private financial obligations or expectations negotiated without City involvement.

By codifying this policy, the City reduces speculative practices that treat liquor licenses as assets to be traded, leveraged, or held for future financial gain. It sends a clear message that liquor licenses are not assignable property and cannot be used as collateral in financing agreements. The ordinance enhances transparency, protects City Council discretion, and reinforces that liquor licenses are privileges—not commodities.

Background

Background

Over time, it has become increasingly common for parties to use retail liquor licenses as financial instruments—pledging them as collateral, including them in asset portfolios, or negotiating their transfer in private transactions, such as foreclosures or business sales. These practices create false expectations and can place pressure on the City Council to act in accordance with private agreements made outside its authority.

Such scenarios undermine the City's responsibility to evaluate liquor license applications based on operational merit, community need, and alignment with the public interest. The proposed ordinance addresses this issue directly by disallowing the use of licenses as security for financial obligations, including leases, loans, or private transfer arrangements.

Purpose and Intent:

The ordinance is designed to:

Uphold the integrity of the liquor licensing process by removing undue influence from private financial arrangements.

Minimize speculative behavior that inflates the perceived market value of liquor licenses or encourages parties to acquire them for non-operational purposes.

Clarify expectations for current and future licensees, financial institutions, and business partners.

Preserve City Council authority as the sole decision-making body on license transfers and renewals.

Ordinance Provisions:

- A formal prohibition on the pledging or hypothecation of a retail liquor license as collateral or a security interest.
- A declaration that liquor licenses are not assignable and cannot be used to satisfy financial obligations without express approval of the City Council.
- Clarification that the Council will not recognize, renew, or transfer a license based solely on claims asserted through foreclosure, bankruptcy, or private contracts unless all standard public licensing criteria are met.

Minimizing Speculation

By preventing financial institutions and private parties from treating liquor licenses as tradeable commodities, this ordinance helps minimize speculative acquisition and holding of licenses for reasons unrelated to actual business operation. This supports a fair and competitive licensing environment where the focus remains on active, responsible service to the community—not on private profit motives tied to the license itself.

Precedent and Alignment

This ordinance follows similar actions taken by other Wyoming municipalities—most notably the City of Gillette—which have adopted policies to discourage the financial entanglement of liquor licenses. By aligning with these efforts, Douglas strengthens its position in protecting public interests and preventing misinterpretation of the role and value of liquor licenses.

Conclusion

Adopting this ordinance protects the City’s regulatory authority, maintains the intended use of retail liquor licenses, and ensures that all licensing decisions are rooted in transparency, public interest, and operational integrity. Staff recommends approval of the proposed ordinance.

Alignment to Strategic Doing (SD) and/or Other Plans

SD Commitment

SD Commitment Strategy
SD Commitment KPI
SD Outcome
SD Outcome Strategy
SD Outcome KPI
2014 Master Plan
2015 Downtown Master Plan

Budget/Fiscal Impact

Fund/Department
Project/Line Item(s)
Budgeted Amount
Anticipated Amount

Action Requested/Recommended Motion

Approve Ordinance 1055 as presented on first reading.

Attachments

1. 1055 Retail License as Collateral
2. 1055 Retail License as Collateral-MuniCode

ORDINANCE NO. 1055

AN ORDINANCE CREATING SECTION 5.16.111 -- PROHIBITING THE PLEDGING OR HYPOTHECATING OF A RETAIL LIQUOR LICENSE AS COLLATERAL AND FURTHER AMENDING ORDINANCE 5.16.110 TO STRIKE PARAGRAPH G.

WHEREAS, the City of Douglas (City) Council finds and determines that the following clarifications need to be made in regard to the City of Douglas Retail Liquor License Ordinances; and

WHEREAS, the City of Douglas wishes to clarify for all parties that the pledging or hypothecating of liquor licenses shall not be allowed; and

WHEREAS, consideration has been given to ensure fairness to all City of Douglas residents and make new regulations reasonable.

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

Section 1. Section 5.16.111 is hereby created to read as follows:

Section 5.16.111 – Pledging or Hypothecating a Retail Liquor License as Collateral

- (a) It is the policy of the City of Douglas and its Governing Body that retail liquor licenses are to be made available to individuals and entities actively seeking to engage in lawful commercial operations within the city. Based on the experience of the Governing Body and the City’s historical context, it has become evident that retail liquor licenses have, at times, been pledged or hypothecated as collateral—either to acquire the license itself, to hold for future speculative use, or to artificially enhance a business’s financial position through perceived asset value. The Governing Body finds that such practices are contrary to the interests of the community and undermine the integrity and public purpose of liquor license regulation; and
- (b) Retail liquor licenses are privileges granted by the City and are not assignable. Accordingly, the City Council will not approve, renew, or transfer any retail liquor license to a person or entity asserting an interest in the license through a security agreement, lease arrangement, financial lien, or any other private financial obligation—unless such action is reviewed and approved by the City Council based on standard public licensing criteria. No private financial arrangement shall create any implied right or expectation of transfer.

Section 2. Paragraph G of Section 5.16.110 is stricken in its entirety.

PASSED AND APPROVED ON FIRST READING this _____ day of _____, 20_____.

PASSED AND APPROVED ON SECOND READING this _____ day of _____, 20_____.

PASSED, APPROVED AND ADOPTED ON THIRD AND FINAL READING this _____ day of _____, 20_____.

Attest:

Kim Pexton, Mayor

Sonya Ortega, City Clerk

Published: _____

ATTESTATION

I, Sonya Ortega, the Clerk of the City of Douglas, Wyoming, do hereby attest and state that the above ordinance was published/posted in the manner required by law and that all procedures required by Wyoming State law were complied with.

Sonya Ortega, City Clerk

ORDINANCE NO. 1055**AN ORDINANCE CREATING SECTION 5.16.111 -- PROHIBITING THE PLEDGING OR HYPOTHECATING OF A RETAIL LIQUOR LICENSE AS COLLATERAL AND FURTHER AMENDING ORDINANCE 5.16.110 TO STRIKE PARAGRAPH G.**

WHEREAS, the City of Douglas (City) Council finds and determines that the following clarifications need to be made in regard to the City of Douglas Retail Liquor License Ordinances; and

WHEREAS, the City of Douglas wishes to clarify for all parties that the pledging or hypothecating of liquor licenses shall not be allowed; and

WHEREAS, consideration has been given to ensure fairness to all City of Douglas residents and make new regulations reasonable.

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

Section 1. Section 5.16.111 is hereby created to read as follows:

Section 5.16.111 – Pledging or Hypothecating a Retail Liquor License as Collateral

- (a) It is the policy of the City of Douglas and its Governing Body that retail liquor licenses are to be made available to individuals and entities actively seeking to engage in lawful commercial operations within the city. Based on the experience of the Governing Body and the City's historical context, it has become evident that retail liquor licenses have, at times, been pledged or hypothecated as collateral—either to acquire the license itself, to hold for future speculative use, or to artificially enhance a business's financial position through perceived asset value. The Governing Body finds that such practices are contrary to the interests of the community and undermine the integrity and public purpose of liquor license regulation; and
- (b) Retail liquor licenses are privileges granted by the City and are not assignable. Accordingly, the City Council will not approve, renew, or transfer any retail liquor license to a person or entity asserting an interest in the license through a security agreement, lease arrangement, financial lien, or any other private financial obligation—unless such action is reviewed and approved by the City Council based on standard public licensing criteria. No private financial arrangement shall create any implied right or expectation of transfer.

Section 2. Paragraph G of Section 5.16.110 is stricken in its entirety.

PASSED AND APPROVED ON FIRST READING this 14th day of April, 2025.

PASSED AND APPROVED ON SECOND READING this 28th day of April, 2025.

PASSED, APPROVED AND ADOPTED ON THIRD AND FINAL READING this 12th day of May, 2025.

/s/Kim Pexton, Mayor; Attest: /s/Sonya Ortega, City Clerk. Published May 21, 2025

Proclamation

WHEREAS, public works professionals focus on infrastructure, facilities, and services that are of vital importance to sustainable and resilient communities and to public health, high quality of life, and well-being of the people of the City of Douglas; and

WHEREAS, these infrastructure, facilities, and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers, and employees at all levels of government and the private sector, who are responsible for rebuilding, improving, and protecting our City's transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and

WHEREAS, it is in the public interest for the citizens, civic leaders, and children in Douglas to gain knowledge of and maintain an ongoing interest and understanding of the importance of public works and public works programs in their respective communities; and

WHEREAS, the year 2025 marks the 65th annual National Public Works Week sponsored by the American Public Works Association/Canadian Public Works Association; and

NOW, THEREFORE, I, Kim Pexton, Mayor of the City of Douglas, Wyoming, do hereby proclaim May 18-24, 2025, as:

PUBLIC WORKS APPRECIATION WEEK

I urge all citizens to join with representatives of the American Public Works Association and government agencies in activities, events, and ceremonies designed to pay tribute to our public works professionals, engineers, managers, and employees and to recognize the substantial contributions they make to protecting our national health, safety, and advancing quality of life for all.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official Seal of the City of Douglas, Wyoming, to be affixed this 12th day of May, 2025.

ATTEST:

Kim Pexton, Mayor

Sonya Ortega, City Clerk



Agenda Item Report

City Council – May 12, 2025

Item

Alternate Landscape Agreement: Big Country Storage

Responsible Staff Contact

Recommendation

Recommend approval of the Alternate Landscape Agreement as presented.

Executive Summary

In 2021, a Type B Development application for the expansion of the existing Big Country Storage facility was approved. In early 2025, Big Country Storage brought in landscape materials (boulders) and placed them in the Commerce Drive and Updike right-of-way. This triggered a discussion at City Council in February 2025, which included landscaping, landscaping in industrial zones, and landscaping in the right-of-way. Due to the 2021 Type B misunderstanding, Staff recommended putting an Alternate Landscape Agreement in place with Big Country Storage so they could continue with their landscape in the rights-of-way.

May 12 Update

Staff pulled all files related to the property and found no agreements for the existing development. The 2021 Development Agreement has been misplaced. A copy was provided from the Owner with just the one signature.

Background

Alignment to Strategic Doing (SD) and/or Other Plans

SD Commitment
SD Commitment Strategy
SD Commitment KPI
SD Outcome
SD Outcome Strategy
SD Outcome KPI
2014 Master Plan
2015 Downtown Master Plan

Budget/Fiscal Impact

Fund/Department
Project/Line Item(s)
Budgeted Amount
Anticipated Amount

Action Requested/Recommended Motion

Move to approve the Alternate Landscape Agreement as presented.

Attachments

1. ALTERNATE LANDSCAPE AGREEMENT - Big Country Storage - 20250401
Owner Signature
2. DEVELOPMENT AGREEMENT Big Horn Country
3. 2092 - Big Country Storage - Type B Development - Mini Warehouses

ALTERNATE LANDSCAPE AGREEMENT

AGREEMENT RELATING TO THE COMPLETION OF LANDSCAPE IMPROVEMENTS FOR THE BIG COUNTRY STORAGE DEVELOPMENT ON WEST RICHARDS STREET.

THIS LANDSCAPE AGREEMENT is made in Douglas, Wyoming, by and between the City of Douglas, hereinafter referred to as the CITY, and Big Country Storage, LLC, a Wyoming limited liability company, hereinafter referred to as DEVELOPERS, for the purpose of completing improvements on the below listed property:

Lots 1, 6, 7, and 8, Riverside Industrial Park #2 to the City of Douglas, Converse County, Wyoming (addressed as 1533 West Richards Street, 1300 Commerce Drive, 1400 Commerce Drive, and 1500 Commerce Drive, Douglas, Wyoming 82633).

RECITALS

This LANDSCAPE AGREEMENT allows the DEVELOPERS to obtain City Council approval for an Alternate Landscape Plan for a Type B Project, on the above stated property under the following agreement.

AGREEMENT

In consideration of the approval of an Alternate Landscape Plan for the above development, it is mutually agreed and understood by and between the DEVELOPERS and the CITY:

- 1) That the DEVELOPERS have submitted to the CITY for approval, an application for a Commercial Development Project described as the Big Country Storage Project, (hereinafter called PROJECT); with the above stated address; and
- 2) That certain improvements are required by the City of Douglas Unified Land Development Code, hereinafter referred to as the CODE, to be installed by the DEVELOPERS; and
- 3) That the DEVELOPERS are required by the CODE to install or guarantee the installation of all required improvements, according to plans and specifications submitted for approval by the CITY; and
- 4) That the City Council has approved an Alternate Landscaping Plan allowing the following:
 - a. DEVELOPER permitted to reduce the required percentage of landscaping from 20% to 12%;
 - b. DEVELOPER permitted to install landscaping in the Right-of-Way along Commerce Drive and Urdike Street adjacent to the above-described lots as part of the landscaping percentage so long as the improvements do not negatively impact the drainage or traffic flow;
 - c. DEVELOPER to install a mixture of ornamental boulders, rocks, and low-density low-height vegetation; and
 - d. DEVELOPER (or successor/assigns) to maintain said landscaping in perpetuity.
- 5) That the amount of the guarantee is based on a bona fide contract to complete the improvements and is an amount not less than one hundred twenty-five percent (125%) of the estimated cost of all required improvements to be installed and approved; and
- 6) That the DEVELOPERS have furnished to the CITY a guarantee of the proper installation of improvements in the following form: performance bond, in the amount of five thousand dollars and zero cents (\$5,000.00). That the expiration date of the guarantee is not less than twelve (12) months after the effective date of this Alternate Landscape Agreement, as specified herein. Other types of Financial Guarantees approved by the City Attorney may be provided in-lieu of the guarantees mentioned above; and
- 7) All improvements designated on Addendum "A" shall be installed, constructed and completed by the DEVELOPERS no later than June 1, 2026. All construction shall be performed in a good and

workmanlike manner, in accordance acceptable to the City, County and State standards, rules and regulations governing such construction; and

- 8) The DEVELOPERS shall inform the Community Development Department at least once a month as to the progress of construction, shall give written notice to the Community Development Director of completion of the improvements or categories thereof, and shall cooperate in the reasonable inspection of the improvements by the Community Development Director and/or his or her designee; and
- 9) Within five (5) business days after receipt of the above notice of completion, the Community Development Department shall inspect the improvements to which notice of completion applies, and within five (5) business days after receipt, give the DEVELOPERS either written notice of approval or written denial including corrective action required. Upon completion of any required corrective action, notice, inspection and approval or denial shall be required in like manner as cited above; and
- 10) With this agreement the DEVELOPERS grant the CITY permission to enter upon the PROJECT site to cause the installation of the required improvements if it has not been completed by June 1, 2026.

11) **General Provisions.**

- a. **Amendments.** Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by the parties to this Agreement shall be incorporated by written instrument, executed by all parties to this Agreement.
- b. **Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder," "herein," and words of similar import, are intended to refer to this Agreement as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have exclusive jurisdiction over this Agreement and the parties. The venue shall exclusively be the Eighth Judicial District, Converse County, Wyoming.
- c. **Entirety of Agreement.** This Agreement represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Agreement and the language of any attachment or document incorporated by reference, the language of this Agreement shall control.
- d. **Extensions.** Nothing in this Agreement shall be interpreted or deemed to create an expectation that this Agreement will be extended beyond the term described herein.
- e. **Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- f. **Governmental Immunity.** CITY does not waive governmental immunity by entering into this Agreement, and specifically retains immunity and all defenses available to it pursuant to the Wyoming Governmental Claims Act, Wyoming Statute § 1-39-101 et seq. and all other applicable state law.
- g. **Third-Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity 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 the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.
- h. **Time is of the Essence.** Time is of the essence in all provisions of this Agreement.
- i. **Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Agreement.

- j. **Waiver.** The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.
- k. **Counterparts.** This Agreement may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Agreement. Delivery by the DEVELOPERS of an originally signed counterpart of this Agreement by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the CITY.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT in duplicate, each of which is deemed an original, as of the date first above written.

Dated this 17 day of April, 2025.

BIG COUNTRY STORAGE, LLC


Merry Kathryn Burnett

CITY OF DOUGLAS

JD Cox, City Manager

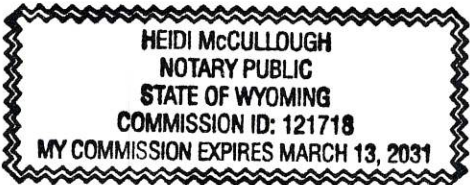
STATE OF Wyoming)
Converse)
COUNTY OF Converse) SS.

On this 17 day of April, 2025 the foregoing instrument was acknowledged before me by Merry Kathryn Burnett, who acknowledges himself to be the Authorized Agent for BIG COUNTRY STORAGE, LLC, a Wyoming limited liability company, and that said instrument was signed and sealed on behalf of said entity by proper authority for the purposes therein contained, and said signee acknowledges said instrument to be the free act of said entity.

Witness my hand and official seal.


Notary Public

My Commission expires: March 13, 2031



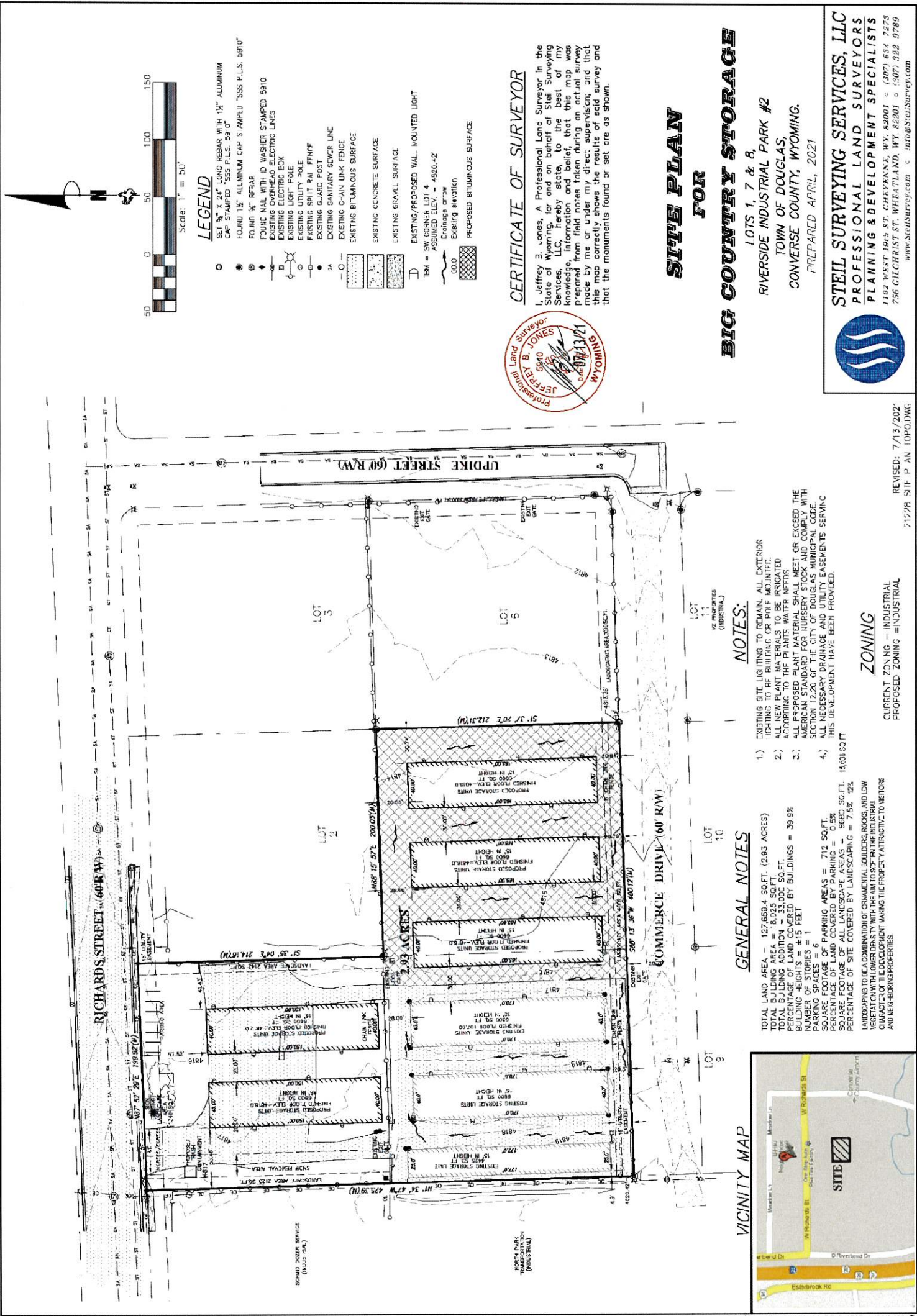
STATE OF WYOMING)
) SS.
COUNTY OF CONVERSE)

The foregoing instrument was acknowledged before me by City Manager, JD Cox, on behalf of the City of Douglas, Wyoming, this _____ day of _____, 2025.

Witness my hand and official seal.

Notary Public

My Commission expires: _____



DEVELOPMENT AGREEMENT

This *Development Agreement* is made in Douglas, Wyoming, by and between the City of Douglas, hereinafter referred to as the “**City**”, and Big Country Storage, LLC, hereinafter referred to as “**Owners/Developers**”, for the purpose of development of the below listed property:

Lots 1, 7, and 8, Riverside Industrial Park #2 (addressed as 1533 West Richards Street, 1400 Commerce Drive, and 1500 Commerce Drive.

RECITALS

This Development Agreement allows the **Owners/Developers** to obtain a Building Permit for a Type B, on the above stated property under the following agreement.

AGREEMENT

In consideration of approval of the above development, it is mutually agreed and understood by and between the **Owners/Developers** and the **City**:

1. **Owners/Developers** shall be allowed to construct a Type B development on the above stated property in accordance with the information provided to the City in the Development Plan Review. Owners/Developers agree to notify the City of any change(s) to the Development Plan subsequent to its approval and prior to implementing said change(s).
2. **Owners/Developers** agree to construct the development according to the requirements of the City of Douglas Municipal and adopted Construction Codes, including the requirements of Title 15 – Buildings and Construction and Title 16 – Unified Land Development Code, including:
 - A. Calling for the required building, plumbing, mechanical, and electrical inspections (minimum 24 hour notice);
 - B. Calling for and receiving a final building inspection and Certificate of Occupancy prior to occupying the building;
 - C. Following manufacturer's instructions when supplied with building materials, provided such instructions do not violate building, plumbing, mechanical or electrical codes;
 - D. Providing drainage designed to deposit all run-off into either the municipal drainage system or into acceptable natural drainage;
 - E. Conforming to all zoning requirements, including:
 - i. Providing the required number of designated off-street parking spaces;
 - ii. Completion of the required landscaping and sidewalk, as indicated on the Site Plan, within one (1) year of issuance of Certificate of Occupancy;
 - iii. Connecting to or utilizing required city utility services;
 - iv. Designing and locating circulation and parking areas to facilitate removal and storage of snow;
 - v. Providing adequate access for emergency vehicles and personnel.
3. **Owners/Developers** further agree to:
 - A. Provide and place safety fencing or barriers around excavations during construction;
 - B. Provide a posted address on the construction site prior to beginning construction;
 - C. Provide for safe construction site access and egress;
 - D. Provide for temporary parking facilities for construction site workers;
 - E. Maintain construction site in neat and orderly condition, free of waste materials, debris, or

rubbish;

F. Complete construction of the development as required by the *Building Permit*.

4. **City** agrees to provide required inspections within twenty-four (24) hours, when possible. Upon satisfactory completion of final inspection, City agrees to provide *Certificate of Occupancy* in a timely manner.
5. **Owner** agrees this *Development Agreement* is binding for any additions or accessory structures that may be added in the future.
6. Nothing in this *Development Agreement* shall supersede any state or federal regulations that may be more restrictive than or contradict any portion of this agreement.
7. In the event it becomes necessary for any party to bring an action with respect to enforcement of the provisions of this *Development Agreement*, the prevailing party shall be awarded reasonable attorney's fees as may be determined by the court.
8. This *Development Agreement* shall inure and be binding on the parties, their heirs and assigns and shall be recorded in the records of Converse County, Wyoming.

Dated this _____ day of _____, 2021.

BIG COUNTRY STORAGE, LLC

CITY OF DOUGLAS

Steve Burnett, Owner

Jonathan Teichert, City Administrator

STATE OF WYOMING)
) SS.
COUNTY OF CONVERSE)

The foregoing instrument was acknowledged before me by _____, Owner, this _____ day of _____, 2021.

Notary Public

My Commission expires:

STATE OF WYOMING)
) SS.
COUNTY OF CONVERSE)

The foregoing instrument was acknowledged before me by City Administrator, Jonathan Teichert, on behalf of the City of Douglas, Wyoming, this _____ day of _____, 2021.

Witness my hand and official seal.

Notary Public

My Commission expires:

RESOLUTION NO. 2092

A RESOLUTION AUTHORIZING A BIG COUNTRY STORAGE, LLC TO PROCEED WITH A TYPE B DEVELOPMENT FOR FIVE MINI WAREHOUSES IN AN I - INDUSTRIAL ZONING DISTRICT AT 1533 WEST RICHARDS STREET, 1400 COMMERCE DRIVE AND 1500 COMMERCE DRIVE (RIVERSIDE INDUSTRIAL PARK, LOTS 1, 7 AND 8)

WHEREAS, Big Country Storage, LLC has submitted a Type B development plan for the construction of five mini warehouses in an I - Industrial zone at 1533 West Richards Street, 1400 Commerce Drive and 1500 Commerce Drive, and has met the development requirements of the Douglas Municipal Code; and

WHEREAS, additional rentable storage units are a needed service the City of Douglas and Converse County, and the development proposed by Big Country Storage, LLC would contribute to addressing that need; and

WHEREAS, Staff and the Douglas Planning and Zoning Commission have reviewed the proposed development to ensure that it shall have no adverse impact upon the welfare of the public; and

WHEREAS, notice has been duly given and a public hearing held before the Douglas Planning and Zoning Commission on July 19, 2021, where there was no public opposition to the development; and the Planning and Zoning Commission voted unanimously to recommend approval of the development to the Douglas

WHEREAS, Municipal Code requires that all Type B developments be approved by the City Council.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DOUGLAS, WYOMING, that Big Country Storage, LLC be approved to move forward with the Type B development of five mini warehouses in an I - Industrial zone at 1533 West Richards Street, 1400 Commerce Drive and 1500 Commerce Drive (Riverside Industrial Park, Lots 1, 7 and 8).

PASSED, APPROVED, AND ADOPTED this 26th day of July, 2021.


René S. Kemper, Mayor

Attest:


Chaz Schumacher, City Clerk





Agenda Item Report City Council – May 12, 2025

Item

Ordinance No. 1057: An Ordinance Amending Chapter 6.080.160 Pertaining to Dog or Other Animal Bite Examination, First Reading

Responsible Staff Contact

Todd Byerly

Recommendation

Approve change to 6.08.160 Dog or other animal bite examination.

Executive Summary

Wyoming Statute 11-31-301(e) (Public Nuisance; notice; penalties; rules and regulations; animal control districts and officers, defines a quarantine period of at least ten (10) days for an animal attacking any person. Douglas Municipal Ordinance 6.08.160 currently defines the quarantine period of fourteen (14). The recommended change from fourteen (14) to ten (10) days brings the ordinance in-line with the Wyoming Statute.

Background

Alignment to Strategic Doing (SD) and/or Other Plans

SD Commitment
SD Commitment Strategy
SD Commitment KPI
SD Outcome
SD Outcome Strategy
SD Outcome KPI
2014 Master Plan
2015 Downtown Master Plan

Budget/Fiscal Impact

Fund/Department
Project/Line Item(s)
Budgeted Amount
Anticipated Amount

Action Requested/Recommended Motion

Approve Ordinance 1057 on first reading.

Attachments

1. ordinance1057

ORDINANCE NO. 10579

AN ORDINANCE AMENDING CHAPTER 6.08.160 PERTAINING TO DOG OR OTHER ANIMAL BITE
EXAMINATION

WHEREAS, the City of Douglas (City) Council finds and determines that the following changes and clarifications need to be made in regard to the City of Douglas Municipal Code; and

WHEREAS, consideration has been given to ensure fairness to all City of Douglas residents and make new regulations reasonable.

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

It shall be the duty of the animal control officer, when a complaint or notice is received that a dog or other animal has bitten a person other than on the premises of owner, to take the animal into custody immediately, and at the expense of the owner to confine the animal under observation of a licensed veterinarian for a period of ~~at least fourteen (14)~~ ~~ten (10)~~ days, or for such other period of time that the veterinarian at his or her discretion may designate. If after the examination the animal is found not to have rabies, it may be returned to its owner upon payment by him or her of all fees and charges. If, however, at any time during the examination, the animal was found to have rabies, it shall be destroyed and disposed of with the advice and under the instruction of the veterinarian. If the biting animal is on the property or premises of the owner at the time of the bite, it shall be left to the discretion of the animal control officer as to how the animal is to be held in quarantine. The animal may either be held by a chain or other approved restraining device on the property of the owner for a period of ~~at least fourteen (14)~~ ~~ten (10)~~ days or for an adequate period of time as determined by a licensed veterinarian, or it may be taken to the pound or clinic to be held for ~~a full~~ ~~at least fourteen (14)~~ ~~ten (10)~~ days, or there may be a written report by a veterinarian stating why the animal should not be held in quarantine for ~~at least the full fourteen (14)~~ ~~ten (10)~~ days.

(Ord. 644, 2001: Ord. 316 § 2-16, 1980)

PASSED AND APPROVED ON FIRST READING this _____ day of _____, 2025.

PASSED AND APPROVED ON SECOND READING this _____ day of _____,
2025.

PASSED, APPROVED AND ADOPTED ON THIRD AND FINAL READING this _____ day of _____, 2025.

Kim Pexton, Mayor

Attest:

Sonya Ortega, City Clerk

Published: _____

ATTESTATION

I, Sonya Ortega, the Clerk of the City of Douglas, Wyoming, do hereby attest and state that the above ordinance was published/posted in the manner required by law and that all procedures required by Wyoming State law were complied with.

Sonya Ortega, City Clerk



Agenda Item Report City Council – May 12, 2025

Item

Deed/Easement: Otherside of the Tracks

Responsible Staff Contact

Recommendation

Recommend approval of the Other Side of the Tracks Quitclaim Deed and Regrant of Easement as presented.

Executive Summary

The Other Side of the Tracks Quitclaim Deed and Regrant of Easement cleans up and clarifies language lingering from the Brownfield Road and Robin Lane Federal Urban Systems construction project. The language has been reviewed and approved by the County Attorney.

Background

Alignment to Strategic Doing (SD) and/or Other Plans

SD Commitment
SD Commitment Strategy
SD Commitment KPI
SD Outcome
SD Outcome Strategy
SD Outcome KPI
2014 Master Plan
2015 Downtown Master Plan

Budget/Fiscal Impact

Fund/Department
Project/Line Item(s)
Budgeted Amount
Anticipated Amount

Action Requested/Recommended Motion

Recommend approval of the Other Side of the Tracks Quitclaim Deed and Regrant of

Easement as presented.

Attachments

1. Quitclaim Deed and Regrant of Easement - Other Side of the Tracks 20250512

QUITCLAIM DEED AND GRANT OF EASEMENT

Converse County, Wyoming, of 107 North 5th Street, Douglas, WY 82633, "Grantors," for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, the receipt hereof is hereby acknowledged, does hereby CONVEY and QUITCLAIM to the **City of Douglas, Wyoming**, a Wyoming municipal corporation, "Grantee," the following described property situate in Converse County, Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming (if applicable), to-wit

Parcel 36

A parcel of land located in Lots 1 and 2 of the OTHERSIDE OF THE TRACTS SUBDIVISION of the SW1/4NW1/4,NW1/4SW1/4 of Section 16, T. 32 N., R. 71 W. of the 6th P.M., Converse County, Wyoming. Said parcel contains 8.73 acres or 380,265 square feet, more or less.

Parcel 36A - A parcel of land situate in Lot 2 of the Other Side of the Tracks Subdivision of Section 16, T. 32 N., R. 71 W. of the 6th P.M., Converse County, Wyoming, adjacent to the existing northerly right of way of Robin Lane, 1,025 feet wide on the left, beginning opposite Engr. Sta. 144+16 to and ending on the westerly right of way of BNSF Railroad. Said parcel contains 1.88 acres or 82,039 square feet, more or less.

1. To the extent previous documents, including but not limited to the Right-of-Way Donation Certificate recorded as Instrument No. 1095465, Book 1707, Page 10, have vested title in the Subject Premises to the County, the County hereby remises, releases and forever quitclaims unto City all such right, title, interest, property, possession, claim, and demand as County has, or ought to have, in the Subject Premises.
2. It is the parties' intention that the Detention Pond Easement granted by the City to the County and recorded as Instrument No. 1095466, Book 1707, Page 11, remain in full force and effect. To the extent necessary or required by law, the City hereby reauthorizes and grants anew the Detention Pond Easement on the same terms and conditions as contained in the previously granted easement recorded at Instrument No. 1095466, Book 1707, Page 11.

Subject to easements previously granted to Converse County.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

Dated this ____ day of _____, 2025.

City of Douglas, Wyoming:

Mayor Kim Pexton

STATE OF WYOMING)
 : ss.
COUNTY OF CONVERSE)

The above and foregoing Quitclaim Deed and Grant of Easement was acknowledged before me this ____ day of _____, 2025, by the Kim Pexton, mayor of the City of Douglas, Wyoming.

Notary Public

My Commission Expires:

Converse County Wyoming:

Jim Willox, Chairman

STATE OF WYOMING)
 : ss.
COUNTY OF CONVERSE)

The above and foregoing Quitclaim Deed and Grant of Easement was acknowledged before me this ____ day of _____, 2025, by the Jim Willox, chairman of the Board of Commissioners for Converse County, Wyoming.

Notary Public

My Commission Expires:



Agenda Item Report

City Council – May 12, 2025

Item

Liquor License Award: Retail

Responsible Staff Contact

JD Cox, Sonya Ortega

Recommendation

Staff respectfully defers the final decision to Council but strongly encourages consideration of how each proposal aligns with the evaluation criteria set forth in Resolution 2025-04. In addition, staff recommends weighing how the proposed use supports the City's broader strategic goals, economic development priorities, current development timelines, and any public input received.

Executive Summary

The City of Douglas has received two complete and eligible applications for its one available Retail Liquor License—one from a locally owned taproom and one from a national hotel brand. Both offer unique community benefits, and Council will evaluate them using the criteria outlined in Resolution 2025-04, including economic impact, public interest, and neighborhood investment.

Background

The City of Douglas currently has one available Retail Liquor License. Two applications have been received and reviewed for compliance by both the Wyoming Liquor Division and the Douglas City Clerk. Each applicant has met the statutory eligibility criteria and submitted all required documentation for consideration.

The first application is from HolInHeid Taproom, LLC, doing business as HolInHeid Taproom, located at 211 N. 2nd Street in Douglas. This business is owned by two Douglas natives and proposes a community-centered taproom featuring Wyoming-brewed craft beer. The model includes on-premise consumption, local food options, and a family-friendly atmosphere. It is not structured as a package store and does not qualify for any other type of liquor license under current state classifications. Therefore, a Retail Liquor License is necessary to operate as envisioned.

The second application is from Douglas Lodging Investors, LLC, doing business as Homewood Suites by Hilton, located at 25 Cynch Loop in Douglas. This extended-stay hotel proposes a self-service tap bar for its guests. Although a new Resort Liquor License category was recently passed by the Wyoming Legislature, the State Liquor

Division will not begin accepting applications for that license type until July 2025. Additionally, Homewood Suites does not currently meet all the statutory requirements for a Resort License, including those related to restaurant service and food availability.

All statutory publication requirements have been satisfied. The Resolution of Application Acceptance was published in the Douglas Budget on March 19 and March 26, 2025. The Notice of Application, including applicant and trade name details, was published on April 30 and May 7, 2025.

While only one Retail Liquor License is available, both applicants present viable and beneficial proposals. To assist in the decision-making process, the City Council adopted Resolution 2025-04 on March 10, 2025. This resolution outlines key criteria for evaluating liquor license applications, including economic development, public interest and community benefit, neighborhood investment, population served, and support for tourism and events.

As a point of information, the Resort Liquor License category enacted by the State Legislature requires applicants to meet the following conditions: a minimum \$5 million capital investment, at least 20 guest rooms, food service available to rooms for not less than 12 hours per day, meeting space for a minimum of 50 people, and a full-service restaurant with a kitchen, waitstaff, and dining room open during regular business hours. Additionally, the dispensing area for any proposed license must comply with Municipal Code § 5.16.080, Section 2.

Alignment to Strategic Doing (SD) and/or Other Plans

SD Commitment
SD Commitment Strategy
SD Commitment KPI
SD Outcome
SD Outcome Strategy
SD Outcome KPI
2014 Master Plan
2015 Downtown Master Plan

Budget/Fiscal Impact

Fund/Department
Project/Line Item(s)
Budgeted Amount
Anticipated Amount

Action Requested/Recommended Motion

*I move to approve the Retail License to be awarded to (business)
_____ for the licensing term ending _____ contingent upon
the receipt of payment for licensing and publishing fees. _____ Second _____*

Attachments

1. HollnHeid Taproom LLC dba HollnHeid Taproom
2. Douglas Lodging Investors dba Homewood Suites by Hilton
3. Resolution 2025-4 Liquor License Application Process (Adopted 20250310)

NEW OR TRANSFER
LIQUOR LICENSE OR
PERMIT APPLICATION

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

To be completed by City / Town / County Clerk

License Fees

Annual Fee: \$

Prorated Fee: \$ 1312.50

Transfer Fee: \$

Publishing Fee: \$ 15.00

Local License #: T8D

Date filed with clerk: 04 / 03 / 2025

Advertising Dates: (2 Consecutive Weeks Prior to Hearing) 04.30.2025 & 05.07.2025

Public Hearing Date: 05 / 12 / 2025

Publishing Fee Direct Billed to Applicant: ☐

License Term: 05 / 13 / 2005 Through 03 / 31 / 2026

Month Day Year Month Day Year

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

Applicant (Business Name): HollisHeid Taproom LLC

Doing Business As (DBA) / Trade Name: HollisHeid Taproom

Building to be licensed / Building Address: 211 N 2nd St

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

Douglas WY 82633 Converse

City State Zip County

Local Mailing Address: 9022 riverview Dr

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

Douglas WY 82633 Converse

City State Zip County

Local Business Telephone Number: 307331.0455 / 307359.3022 Fax Number:

Business E-Mail Address: zachheidelbauer@gmail.com nholland23@hotmail.com

Business Primary Contact: Zach Heidebauer + Nick Holland

First Name Last Name

FILING FOR ☒ NEW LICENSE ☐ TRANSFER OF LOCATION ☐ TRANSFER OF OWNERSHIP ☐ ASSIGNMENT LETTER MUST BE ATTACHED FORMERLY HELD BY:	FILING IN (CHOOSE ONLY ONE) ☒ CITY / TOWN OF: Douglas ☐ COUNTY OF:	FILING AS (CHOOSE ONLY ONE) ☐ INDIVIDUAL ☐ PARTNERSHIP ☐ LP ☒ LLC ☐ LLP ☐ LLLP ☐ LC ☐ CORPORATION (INC) ☐ POLITICAL SUBDIVISION ☐ ORGANIZATION ☐ OTHER
TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE) ☒ RETAIL LIQUOR LICENSE PRIMARY BUSINESS TYPE (CHOOSE ONLY ONE) ☒ ON-PREMISE BAR ☐ OFF-PREMISE PACKAGE STORE ☐ ON & OFF PREMISE BAR & PACKAGE STORE ☐ RESTAURANT LIQUOR LICENSE ☐ BAR AND GRILL LIQUOR LICENSE ☐ RESORT LIQUOR LICENSE LIMITED RETAIL LIQUOR LICENSE (CLUB) ☐ VETERANS CLUB ☐ FRATERNAL CLUB ☐ GOLF CLUB ☐ SOCIAL CLUB ☐ MICROBREWERY PERMIT ☐ WINERY PERMIT ☐ MANUFACTURER SATELLITE PERMIT ☐ WINERY SATELLITE PERMIT ☐ COUNTY MALT BEVERAGE PERMIT ☐ SPECIAL MALT BEVERAGE PERMIT		
SPECIAL STATUTORY DESIGNATIONS (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)) ☐ RESORT (W.S. 12-4-401(iv) / 12-5-201(f)) ☐ GOLF CLUB-POLIT. SUBDIVISION (W.S. 12-4-301(e) / 12-5-201(f)) ☐ Other:		
OPERATIONAL STATUS (To Assist the Liquor Division with scheduling inspections (W.S. 12-1-101(a)(xxi) / 12-2-301(c) / 12-4-103(a)(iv))) ☒ FULL TIME ☐ SEASONAL ☐ NON-OPERATIONAL / PARKED MONTHS OF OPERATION from Jan to Dec ☒ All Year (Jan-Dec) DAYS OF WEEK OF OPERATION from Sun to Sat ☐ Every Day (Mon-Sun) HOURS OF OPERATION from 3pm to 11pm ☐ 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.

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

If the building is leased, please submit a copy of the lease and indicate:

- (i) Lease term expiration date; located on page 2 paragraph 2.

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

- (ii) **Sales** provision for alcoholic or malt beverages: located, on page 1 paragraph 2.

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

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

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

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

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

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

- (a) Hold any interest in the license/permit applied for?

(b) Furnish by way of loan or any other money or financial assistance for purposes hereof in the business?

(c) Furnish, give, rent or loan any equipment, fixtures, interior decorations or signs other than standard brewery or manufacturer's signs?

(d) If the answer was **YES** to any of the above, explain fully and submit any documents in connection there within.
- ☐ YES ☒ NO
☐ YES ☒ NO
☐ YES ☒ NO

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

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

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

- (a) Will food and beverage services be contracted or subcontracted?

1. If **YES**, is a copy of the food and beverage contract or lease attached?
- ☐ YES ☐ NO
☐ YES ☐ NO

6. 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

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

Does the resort complex:

- (a) Have an actual valuation of at least one million dollars, or have committed or expended at least one million dollars (\$1,000,000.00) on the complex, excluding the value of the land? W.S. 12-4-401(b)(i)

(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)

(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)

(d) If no on question (c), have a ski resort facility open to the general public in which has been committed or expended not less than 10 million dollars (\$10,000,000.00)? W.S. 12-4-401(b)(iv)

(e) Will food and beverage services be contracted or subcontracted? W.S. 12-4-403(b)

1. If **YES** to (e), is a copy of the food and beverage contract or lease attached?
- ☐ YES ☐ NO
☐ YES ☐ NO
☐ YES ☐ NO
☐ YES ☐ NO
☐ YES ☐ NO
☐ YES ☐ NO

8. MICROBREWERY PERMIT ONLY: WHOLESALE DISTRIBUTION: W.S. 12-2-201(a)

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

If **YES**, a wholesale malt beverage license from the Liquor Division will be required.

9. 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

10. 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

11. LIMITED RETAIL (CLUB) LIQUOR LICENSE:

GOLF CLUBS W.S. 12-1-101(a)(iii)(D) / W.S. 12-4-301(e):

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

12. 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

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

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

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

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

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

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

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip <i>DO NOT LIST PO BOXES</i>	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock or Ownership Held	Have you been convicted within the previous 10 years of:	
						a Felony Violation Relating to Alcoholic Liquor or Malt Beverages?	any Violation Relating to Alcoholic Liquor or Malt Beverages?
Nickolas HOLLAND	11/29/88	1263 Green River Dr Douglas, WY	307 359 3032	First year	50%	YES ☐ NO ☒	YES ☐ NO ☒
Zachory Heidelbauer	9/19/82	922 Riverview Dr Douglas, WY	307-331 0455	First year	50%	YES ☐ NO ☒	YES ☐ NO ☒
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐

REQUIRED ATTACHMENTS:

- ☒
- A statement indicating the financial condition and financial stability of the Applicant. W.S. 12-4-102(a)(vi).
- ☐
- If transferring a license or permit to another Applicant, attach a form of assignment from the current licensee to the new Applicant authorizing the transfer. W.S. 12-4-601(b).
- ☒
- A copy of any lease agreements. W.S. 12-4-103(a)(iii)
- ☐
- Bar & Grill and Restaurant liquor license Applicants: attach a copy of the current Food Service Permit or the approved permit application for the Applicant and for the licensed building location. 12-4-413(a) / W.S. 12-4-407(a)
- ☐
- If food and beverage services will be contracted or subcontracted attach a copy of the contract or lease agreement W.S. 12-4-201(m) / W.S. 12-4-301(e) / W.S. 12-4-403(b)
- ☐
- If filing for a Golf Club or Social Club liquor license attach a copy of the club's bylaws W.S. 12-4-301(c)

OATH OR VERIFICATION

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

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

STATE OF WYOMING)
) SS.
COUNTY OF Converse)

Signed and sworn to before me on this 25 day of April, 2025 that the facts alleged in the foregoing instrument are true by the following:

- 1)

Zach Heidelbauer
(Signature)

Zach Heidelbauer
(Printed Name)

Co Owner
Title
- 2)

Nick Holland
(Signature)

Nick Holland
(Printed Name)

Co-owner
Title
- 3)

(Signature)

(Printed Name)

Title
- 4)

(Signature)

(Printed Name)

Title
- 5)

(Signature)

(Printed Name)

Title

(SEAL)

SONYA ORTEGA
NOTARY PUBLIC
STATE OF WYOMING
COMMISSION ID: 162686
MY COMMISSION EXPIRES APRIL 25, 2029

Witness my hand and official seal:

Sonya Ortega
Signature of Notary Public

My commission expires: April 25, 2029

COMMERCIAL LEASE AGREEMENT

This Commercial Lease Agreement (this "Agreement") is made this 29 day of March, 2025, by and between Cody Torgerson, an individual located at P.O. Box 114, Douglas, WY 82633 ("Landlord") and Zach Heidelbauer Dba HOLLNHEID TAPROOM LLC, an individual located at 922 River View Dr., Douglas, WY 82633 ("Tenant"). In consideration of the mutual covenants herein contained, the parties agree as follows:

1. Demised Premises. The premises leased shall consist of Tap room, for the sale of alcoholic or Malt beverages in the building or complex known as "Torgerson building" (the "Real Property") located at 211 North 2nd Street, Douglas, WY 82633 (the "Demised Premises").

A) Size of Premises. The Demised Premises consists of approximately one thousand (1000) square feet and comprises approximately 20% of the total leasable area in the building or complex. The square footage of the Demised Premises shall be determined by measuring from the outside of all exterior walls to the centerline of any demising walls. Landlord's architect or building contractor may measure the Demised Premises to make a final determination of the size.

B) Reserved Uses. Landlord reserves to itself the use of the roof, exterior walls, and the area above and below the Demised Premises, together with the right to install, maintain, use, repair, and replace pipes, ducts, conduits, wires and structural elements leading through the Demised Premises and which serve either the Demised Premises or other parts of the building or complex.

C) Common Area. Landlord grants to Tenant the non-exclusive right to use, in common with all other tenants or occupants of the Real Property, the Common Area of the Real Property. The term "Common Area" shall mean all areas and improvements in the Real Property, which are not leased or held for lease to tenants. The Common Area shall at all times be subject to the exclusive control and management of Landlord, and Landlord shall have the right from time-to-time to change the sizes, locations, shapes, and arrangements of the Common Area; restrict parking by Tenant and other tenants to designated areas; and do and perform such other acts in and to the Common Area and adopt, modify, and enforce such rules and requirements as Landlord in its sole discretion deems advisable. Landlord shall maintain the Common Area in good repair and reasonably clear of debris.

D) Parking Spaces. Tenant, including its guests, employees, agents, and customers, has the right to use public street parking located in the public parking lot on a reasonable non-exclusive first-come, first serve basis. Tenant accepts and understands that parking privileges granted are personal to the Tenant and such parking privileges may not be assigned or sublet. Tenant will not pay Landlord a fee for the use of such parking privileges.

E) Storage Facilities. This Agreement and the Demised Premises does not include the use of any storage facilities on the Real Property.

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2. Agreement to Lease. Landlord agrees to lease to Tenant and Tenant agrees to lease from Landlord, the Demised Premises according to the terms and conditions of this Agreement.

3. Term of Lease. The term of this Agreement shall commence on April 01, 2025 ("Commencement Date") and ending at midnight on March 31, 2027 ("Termination Date").

A) Renewal. Provided Tenant is not in default in the performance of this Agreement, Tenant shall have the option to renew this Agreement for an additional two (2) year term(s) commencing on the Termination Date by providing notice as described in subsection B herein. All of the terms and conditions of this Agreement shall apply during each renewal term.

B) Notice of Renewal. The option to renew this lease pursuant to subsection A above shall be exercised by providing written notice given to Landlord not less than thirty (30) days prior to the Termination Date. If written notice is not given in the manner provided herein within the time specified, this option shall lapse and expire.

4. Rental Terms. With respect to the terms of the rental:

A) Base Rent. Tenant shall pay to Landlord, from the Commencement Date and throughout the term of this Agreement, \$800.00, payable on a monthly basis ("Base Rent"). Base Rent is due no later than the 1st day of the payment period. Base Rent is payable by Any, or as otherwise agreed upon by the parties.

B) Operating Cost. Landlord shall pay all Operating Cost on the Real Property. "Operating Cost" means the total cost and expense incurred in operating, managing, insuring, equipping, lighting, repairing, maintaining and policing the Real Property, including the exterior of the Real Property and the common areas, and specifically including, without limitation, items of expense for or related to: insurance premiums and deductibles, management, bookkeeping.

C) Taxes. Landlord shall pay all real estate taxes and assessments levied against all or any part of the Demised Premises, the Real Property, and the improvements thereon.

D) Payment of Rent. Base Rent and Operating Cost under this Agreement may collectively be referred to as "Rent" or "Rents." All Rents shall be made payable to Landlord and delivered to the address stated above or to another address as Landlord may designate upon reasonable notice to Tenant. Landlord agrees, on request, to provide statements to Tenant as to the manner of computation of any and all charges due from Tenant under the terms of this Agreement, and an itemization of the various costs included therein. Landlord shall provide such statements on a 30 day basis.

E) Partial Payments. Any partial payments shall be applied to the earliest installment due, and no endorsement or statement on any check or any letter accompanying any check or payment as to same shall be deemed an accord and satisfaction, and Landlord may accept such check or payment

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without prejudice to Landlord's right to recover the balance of such installment and any other amounts then due or to pursue any other remedy of Landlord set forth in this Agreement.

F) Past Due Payments. If any amount due under this Agreement remains unpaid fifteen (15) days after it is due, a late charge equal to \$10.00 per day ("Late Charge"), not to exceed the maximum amount allowed by law, shall be paid by Tenant to Landlord until such time as Tenant is current on all amounts due Landlord (including all Late Charges). In addition, all service charges from Tenant's financial institution due to non-sufficient funds shall be paid by Tenant.

G) Security Deposit. Tenant shall, at the time of executing this Agreement, deposit with Landlord as a security deposit the sum of \$800.00, which amount shall serve as security for the full performance of the obligations and covenants of Tenant under this Agreement. Such deposit shall not accrue interest for Tenant, shall not be considered a Rental payment, final or otherwise, and shall not be considered to limit or relieve Tenant from any obligation or liability to Landlord. In the event of a default by Tenant under the terms of this Agreement, Landlord may apply such deposit toward the cure of such default without notice to Tenant. Upon complete performance by Tenant of all its obligations under or with respect to this Agreement, any remaining portion of such deposit to which Tenant is entitled shall be refunded to Tenant. Landlord may transfer the security deposit to any purchaser of Landlord's interest in the Demised Premises, in which event Landlord shall be discharged from any further liability with respect to such deposit and Tenant will look solely to the purchaser of Landlord's interest for any return of said deposit.

H) Holding Over. If Tenant remains in possession of the Demised Premises after the expiration of the initial Lease Term or any renewal Term without the execution of a new lease, it shall be deemed to be a tenant from month-to-month, subject to all conditions, provisions and obligations of this Agreement insofar as the same are applicable to a month-to-month tenancy except that the Base Rent shall be zero (0) times the Base Rent applicable immediately prior to the expiration of the Term.

5. Use, Occupancy and Condition of Premises. With respect to use and occupancy:

A) Use and Occupancy. Tenant shall use and occupy the Demised Premises for the commercial purpose of microbrew "tap room" and related activities. The Demised Premises shall be used for no other purpose without the advance written consent of Landlord. Tenant shall operate the Demised Premises in a clean and dignified manner and in compliance with all applicable laws, regulations, rules, and ordinances. Tenant shall provide its own janitorial services. Tenant shall use the Demised Premises for no unlawful purpose or act; shall commit or permit no waste or damage to the Demised Premises; shall, at Tenant's expense, comply with and obey all applicable laws, regulations, or orders of any governmental authority or agency; shall not do or permit anything to be done in or about the Demised Premises which will in any way obstruct or interfere with the rights of other tenants or occupants of the Real Property; and shall comply with all the rules and requirements promulgated by Landlord with respect to the Real Property, as the same may be amended from time to time. Tenant agrees as follows:

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I. All loading and unloading, delivery and shipping of goods shall be conducted in such areas and through the entrances designated by Landlord.

II. No window coverings, such as curtains, blinds or shades, shall be placed on the windows of Demised Premises unless approved by Landlord.

III. All garbage and refuse shall be kept in the size and kind of container, and in a location approved by Landlord. Tenant shall not burn any trash or garbage in or about the Real Property.

IV. No aerial, loudspeaker, satellite dish, sound amplifier, equipment, displays, or advertising shall be erected on the roof or exterior walls of the Demised Premises, or on other areas of the Real Property without the prior written consent of Landlord.

V. No loudspeaker, television, phonograph, juke-box, radio, or other device shall be used in a manner so as to be heard other than by persons who are within the Demised Premises without the prior written consent of Landlord.

VI. No activity will take place on the Demised Premises or common areas which shall cause any odor which can be smelled other than by persons who are within the Demised Premises.

VII. Tenant shall keep the Demised Premises at a temperature sufficiently high to prevent freezing of water in pipes and fixtures.

VIII. Tenant shall not permit or place any obstructions or merchandise in any common areas, including but not limited to, corridors, all sidewalks in front of, on the side of, or in the back of the Demised Premises.

IX. The plumbing facilities in the Demised Premises shall not be used for any purpose other than that for which they are constructed, and no foreign substance of any kind shall be thrown therein, and the expense of any breakage, stoppage, or damage resulting from a violation of this provision shall be borne by Tenant. Tenant shall be responsible for the proper and lawful disposal of all cooking grease used within the Demised Premises.

X. Tenant shall keep all windows, window sills, window frames and exterior signs of the Demised Premises clean.

XI. No merchandise shall be stored in the Demised Premises except that which Tenant is selling in the normal course of business in, at, or from the Demised Premises.

XII. No auctions or tent sales shall be held within the Demised Premises or on or within any portion of the Real Property, except with the prior written consent of Landlord.

XIII. Landlord shall have the right to prohibit the continued use by Tenant of any unethical or unfair method of business operation, advertising or interior display if, in Landlord's opinion, the continued

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use thereof would impair the reputation of the Real Property as a first class facility or is otherwise out of harmony with the general character thereof, and upon notice from Landlord shall forthwith refrain from or discontinue such activities.

XIV. Tenant shall keep the Demised Premises (including without limitation, exterior and interior portions of all windows, doors and all other glass) in a neat, clean and sanitary condition, free of all insects, rodents, vermin and pests of every type and kind.

XV. Tenant shall not use the Demised Premises for any purpose or business which is noxious or unreasonably offensive because of the emission of noise, smoke, dust or odors.

XVI. Tenant shall keep the entry ways and sidewalk/walkway in front of the Demised Premise clear of all debris, trash and litter, and shall keep the same swept, maintained and snow and ice removed therefrom.

B) Environmental Restrictions. Tenant shall not use the Demised Premises for any activities involving, directly or indirectly, the use, generation, treatment, storage or disposal of any hazardous or toxic chemical, material, substance or waste ("Hazardous Material"), and that the Demised Premises will be used only in compliance with any and all environmental laws, rules and regulations applicable thereto. Landlord shall have the right, but not the duty, to inspect the Demised Premises and conduct tests thereon should Landlord have a reasonable belief there is Hazardous Material on the Demised Premises. In the event tests indicate the presence of such Hazardous Material, and Tenant has not removed the Hazardous Material on demand, Landlord shall have the right to immediately enter the Demised Premises to remedy any contamination found thereon. In exercising its rights herein, Landlord shall use reasonable efforts to minimize interference with Tenant's business, but such entry shall not constitute an eviction of Tenant, in whole or in part, and Landlord shall not be liable for any interference, loss, or damage to Tenant's property or business caused thereby, provided such contamination is not caused by or the result of Landlord's actions, or the actions. If any lender or governmental agency shall ever require testing to ascertain whether there has been a release of Hazardous Material, then the reasonable costs thereof shall be reimbursed by Tenant to Landlord upon demand as additional Rent if such requirement arose because of Tenant's storage or use of Hazardous Material on the Demised Premises. Tenant shall execute affidavits, representations and the like from time to time, at Landlord's reasonable request, concerning Tenant's best actual knowledge and belief regarding the presence of any Hazardous Material on the Demised Premises or Tenant's intent to store or use Hazardous Material on the Demised Premises.

C) Condition and Acceptance of Premises. Tenant accepts the Demised Premises in their current condition and acknowledges that the Demised Premises is in good order and repair, unless otherwise indicated herein. By occupying the Demised Premises, Tenant shall be conclusively deemed to have accepted the Demised Premises as being in the condition required by this Agreement. If requested by Landlord, Tenant will sign a statement confirming the Commencement Date and ratifying acceptance of the Demised Premises. In addition, Tenant shall have a thirty (30) day waiting period to discover any defects and shall notify Landlord immediately of the same.

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6. Property in Demised Premises. With respect to the property:

A) Right to Leasehold Improvements. All leasehold improvements (other than Tenant's trade fixtures), such as light fixtures and heating and air conditioning equipment, shall, when installed, attached to the freehold and become and remain the property of Landlord. All Tenant's trade fixtures shall remain the property of Tenant, subject at all times to any of Landlord's liens for Rental and other sums which may become due to Landlord under this Lease or otherwise. Tenant shall be allowed to remove all such trade fixtures upon termination of this Lease, provided that Tenant is not in default in any of the terms and provisions of this Lease.

B) Risk and Loss of Tenant's Personal Property. All of Tenant's personal property which may at any time be in the Demised Premises shall be at Tenant's sole risk, or at the risk of those claiming under Tenant. Landlord shall not be liable for any damage to said property or loss of business suffered by Tenant which may be caused by water from any source whatsoever including the bursting, overflowing, or leaking of sewer or steam pipes or from the heating or plumbing fixtures or from electric wires or from gas or odor or leaking of the fire suppression system.

7. Repairs and Maintenance. With respect to repair and maintenance obligations:

A) Landlord's Obligation to Repair and Maintain. Landlord shall be responsible for repairing and maintaining the Demised Premises in good condition and for making such modification or replacements thereof as may be necessary or required by law or ordinance, specifically for the following:

- Foundation and structural components of the building
- Exterior walls but excluding (windows, doors, window and door frames, plate glass)
- Roof, gutters and downspouts
- Sidewalks

However, Tenant shall reimburse Landlord for any such maintenance, repairs, or replacements made necessary by any acts of Tenant. Landlord reserves and at all times shall have the right to enter the Demised Premises in any emergency and also during regular business hours upon advance written notice to inspect the same, and to repair the Demised Premises and any portion of the Real Property or Common Area, without abatement of Rent.

B) Tenant's Obligation to Repair and Maintain. All maintenance, repairs, or replacements relating to the Demised Premises which are not the obligation of Landlord shall be the obligation of Tenant and shall be made by Tenant at Tenant's sole cost and expense. Tenant shall keep and maintain the Demised Premises in good repair and order at all times. Tenant shall be responsible for the maintenance, repair and replacement of the following:

- Heating, ventilation and air conditioning systems
- Plumbing
- Electrical systems

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- The replacement of all broken glass and cracked glass relating to the interior or exterior of the demised premises

C) Remodeling. Tenant shall not do the following:

D) No Liens Permitted. No person shall ever be entitled to any lien, directly or indirectly, derived through or under Tenant, or through or under any act or omission of Tenant, upon the Demised Premises, or any improvements now or hereafter situated thereon, or upon any insurance policies taken out upon the Demised Premises, or the proceeds thereof, for or on account of any labor or materials furnished to the Demised Premises, or for or on account of any matter or thing whatsoever; and nothing in this Agreement contained shall be construed to constitute a consent by Landlord to the creation of any lien. In the event that any such lien shall be filed, Tenant shall cause such lien to be released within 30 days after actual notice of the filing thereof, or shall within such time certify to Landlord that Tenant has a valid defense to such claim and such lien and furnish to Landlord a bond, satisfactory to Landlord, indemnifying Landlord against the foreclosure of such lien. In addition to any other remedy herein granted, upon failure of Tenant to discharge such lien or to post a bond indemnifying Landlord against foreclosure of any such lien as above provided, Landlord, after notice to Tenant, may discharge such lien, and all expenditures and costs incurred thereby, with interest thereon, shall be payable as further Rent hereunder at the next Rent payment date.

8. Insurance and Indemnification. With respect to insurance and indemnification:

A) Tenant's Public Liability and Property Damage Insurance. Tenant shall purchase and maintain public liability and property damage insurance insuring against loss, cost and expense by reason of injury to or the death of persons or damage to or the destruction of property arising out of or in connection with the occupancy or use by Tenant, its employees, agents and assigns, of the Demised Premises and/or the Common Area, such insurance to have a minimum aggregate policy in the amount of no less than TBA and a deductible no greater than TBA.

B) Certificate of Insurance. Tenant shall furnish to Landlord a certificate of insurance evidencing such coverage which provides that such policies may not be canceled on less than thirty (30) days prior written notice to Landlord. Should Tenant fail to carry the insurance required herein and furnish Landlord with the policies or certificates of insurance after a request to do so, Landlord shall have the right to obtain such insurance and collect the cost thereof from Tenant as additional Rent.

C) Landlord's Insurance. Landlord shall keep the Real Property (but not the contents thereof or any personal property or trade or business fixtures of Tenant) insured against loss or damage by fire and other perils normally covered by standard all-risk insurance. Landlord may also maintain public liability, property damage, loss of rent, and such other coverage related to the Real Property as Landlord deems appropriate.

D) Mutual Waiver of Subrogation. If either party suffers loss or damage which is caused by the other party, but which is covered by the injured party's insurance, the injured party waives any claim it might

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have against the other party to the extent that it is compensated by the insurance required under this Agreement; and each party agrees to obtain from its insurer a provision and acknowledgement of this waiver and an agreement that the insurance carrier will not be subrogated to the rights of the injured party to the extent that these rights have been waived above.

E) Mutual Hold Harmless. It is agreed that Tenant shall defend, hold harmless and indemnify Landlord, its officers, agents and employees from any and all claims for injuries to persons or damage to the Demised Premises which result from the negligent acts or omissions of Tenant, its officers, agents or employees, in the performance of this Agreement. It is further agreed that Landlord shall defend, hold harmless and indemnify Tenant, its officers, agents and/or employees from any and all claims for injuries to persons and/or damage to the Demised Premises which result from the negligent acts or omissions of Landlord, its officers, agents and/or employees, in the performance of this Agreement. In the event of the concurrent negligence of Tenant and Landlord, then the liability for any and all claims for injuries or damages which arise out of the performance of the terms and conditions of this Agreement shall be apportioned in accordance with the law of the state in which the Real Property is located.

9. Signs. With respect to signs:

A) Exterior Sign. Tenant can install a sign acceptable to Landlord on the front of the Demised Premises, hereinafter referred to as "Exterior Sign" prior to opening for business. Tenant shall be solely responsible for the cost of fabrication, installation, and maintenance of the Exterior Sign. Landlord shall pre-approve signage package to be attached to the Lease for the duration of the Lease and all renewals thereof.

10. Utility Services. Commencing on the date on which Landlord delivers possession of the Demised Premises to Tenant, Tenant shall make payments for the following utilities based upon or in connection with the Demised Premises.

- Internet
- Telephone

In turn, Landlord will be responsible for making payments for the following utilities:

- Water
- Gas
- Power
- Sewage Disposal

11. Access, Surrender, and Assignment. With respect to access, surrender, and assignment:

A) Access. Tenant shall permit Landlord to inspect or examine the Demised Premises during business hours upon advanced written notice or at any time without notice in the event of an emergency, and shall permit Landlord to enter and make such repairs, alterations, improvements, or

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additions in the Demised Premises or the Real Property of which the Demised Premises is a part, that Landlord may deem necessary.

B) Surrender. Tenant shall deliver and surrender to Landlord possession of the Demised Premises upon expiration of this Agreement, or upon earlier termination as herein provided, in as good condition and repair as the same shall be on the Commencement Date.

C) Removal and Restoration. Any and all trade fixtures and equipment installed by Tenant may be removed by Tenant at the termination of this Agreement, provided that Tenant shall not be in default in the performance of any of Tenant's obligations hereunder and provided that Tenant shall repair any and all damage caused to the Demised Premises by the removal of any such trade fixtures and equipment. Any property not so removed at the expiration of the Term hereof shall be deemed to have been abandoned by Tenant and may be retained or disposed of by Landlord. Tenant shall not remove any leasehold improvements or non-trade fixtures and shall surrender the Demised Premises upon termination of the tenancy created by this Agreement in the same condition as the Demised Premises were required to have been in on the Commencement Date, ordinary wear and tear and damage by fire or other insured casualty excepted.

D) Assignment and Subletting. Tenant will not assign this Agreement as to any portion or all of the Demised Premises or make or permit any total or partial sublease or other transfer of any portion or all of the Demised Premises.

12. Damage to Premises. With respect to damage to the Premises:

A) Substantial Damage. In the event the Demised Premises or the Real Property of which the Demised Premises constitute a part shall be damaged or destroyed by fire or other casualty to the extent that the cost of repairing or replacing the same will equal or exceed NA of the then replacement value thereof, then the parties may, at their option, within NA days after the occurrence of such casualty, terminate this Agreement upon written notice.

B) Partial Damage. In the event the Demised Premises or the Real Property of which the Demised Premises constitute a part shall be partially damaged or destroyed by fire or other casualty to the extent that the cost of repairing or replacing the same will be less than NA of the then replacement value thereof, or in the event Landlord does not elect to terminate this Agreement as a result of substantial damage, then Landlord shall repair the damage with reasonable dispatch after notice of such casualty; provided, however, the Landlord's obligation to repair or restore shall be limited to restoring the structural portions of the Demised Premises and shall not include repairs or the restoration of any of Tenant's fixtures, improvements or other alterations made by Tenant in or upon the Demised Premises. Notwithstanding anything provided herein to the contrary, the Landlord's obligation to repair or rebuild shall be limited to the amount of the fire insurance proceeds received by Landlord (less any costs incurred by Landlord in collecting the same) as a result of any such casualty. In the event the fire insurance proceeds received by Landlord (less any costs incurred by Landlord in collecting the same) are insufficient to rebuild the Demised Premises and/or the Real Property, then Landlord shall have the option to terminate the Lease upon notice to Tenant within NA days

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after Landlord's receipt of the entire net insurance proceeds payable with respect to such fire or casualty.

C) Rents Upon Damage or Destruction. In the event this Agreement is terminated in the manner set forth above, the Rents shall be apportioned to the time of such casualty. In the event this Agreement is not terminated and Landlord elects to restore or repair the Demised Premises, then the Rent payable by Tenant shall be equitably abated based on the square footage in the Demised Premises which are useable, until such time as the damage to the Demised Premises has been repaired; provided, however, in no event shall there be any abatement of the payment of any Operating Costs.

13. Eminent Domain. With respect to eminent domain:

A) Condemnation of Demised Premises. If the whole or any substantial part of the Demised Premises shall be taken or acquired by any public or quasi-public authority under the power or threat of eminent domain, for other than a temporary period, the Lease Term shall cease as of the day possession shall be taken by such public or quasi-public authority, and Tenant shall pay Rent up to that date with an appropriate refund by Landlord of any rent which may have been paid in advance for any period subsequent to the date possession is taken. In the event that during the term of this Agreement the Demised Premises, or any part thereof, or more than 30 of the Real Property or of the Common Area is taken by condemnation or right of eminent domain, or by private purchase in lieu thereof, this Agreement and the term hereby granted shall be terminable at Landlord's sole option and if Landlord so terminates then this Agreement shall expire on the date when possession shall be taken by the condemnor and the Base Rent herein reserved shall be apportioned and paid in full to that date and all prepaid Base Rent shall forthwith be repaid by Landlord to Tenant. In the event Landlord does not elect to cancel or terminate this Agreement as provided above, then Landlord shall rebuild and restore the Demised Premises as nearly as possible to their condition immediately prior to any such taking and this Agreement shall continue in full force and effect except that, during such restoration, the Base Rent payable pursuant to the terms of this Agreement shall be equitably apportioned in the proportion that the square footage of the part of the Demised Premises so taken bears to the total square footage of the Demised Premises immediately prior to such taking; provided, however, in no event shall there be any abatement of the payment of any Operating Costs, provided further, however, the Landlord's obligations to restore or rebuild shall be limited to an amount which does not exceed the proceeds obtained from such taking (less expenses incurred in collecting the same). Notwithstanding the foregoing, in the event the net condemnation award received by Landlord is insufficient to restore or rebuild the structural portions of the Demised Premises the Landlord shall have the option within 30 days after Landlord's receipt of the net condemnation, to cancel and terminate this Agreement, and Tenant shall be limited to consequential damages only.

B) Condemnation Award. All compensation awarded or paid upon any total or partial taking of the Demised Premises shall belong to and be the property of the Landlord. Nothing herein shall prevent Tenant from pursuing a separate award from the condemning authority for its moving expenses or for the taking of its personal property, as long as Tenant's award does not reduce Landlord's award from the condemning authority.

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14. Insolvency and Bankruptcy. The appointment of a receiver to take possession of all or substantially all of the assets of Tenant or any of the persons constituting Tenant, or an assignment by Tenant or any of the persons constituting Tenant for benefit of creditors or any action taken or suffered by Tenant or any of the persons constituting Tenant under any insolvency, bankruptcy, or reorganization act, shall constitute a breach of this Agreement by Tenant. In no event shall this Agreement be assigned or assignable by operation of law or by voluntary or involuntary bankruptcy proceedings or otherwise and in no event shall this Agreement or any rights or privileges hereunder be an asset of Tenant or any of the persons constituting Tenant under any bankruptcy, insolvency, or reorganization proceedings.

15. Default. With respect to default:

A) Rights in Event of Default of Tenant. If Tenant shall abandon or vacate the Leased Premises or fail to pay Rent at the time prescribed in this Agreement, or if after 30 days written notice from Landlord, Tenant shall fail to cure any other default in the performance of its obligations under this Agreement (unless Tenant is then proceeding in good faith to cure such default and continues to do so until the default is cured), then, in addition to any other rights or remedies Landlord may have by law or otherwise, Landlord shall have the right to re-enter and take possession of the Demised Premises without legal process and remove all persons and property therefrom. Should Landlord elect to re-enter as herein provided, or should Landlord take possession pursuant to legal proceedings or pursuant to any notice provided for by law, Landlord may terminate Tenant's rights under this Agreement, re-let the Demised Premises or any part thereof for such term and at such rent and upon such other terms and conditions as Landlord in the exercise of Landlord's sole discretion may deem advisable, with the right to make alterations and repairs to the Demised Premises. Upon each such re-letting, Tenant immediately shall be liable for payment to Landlord of any indebtedness of Tenant (other than Rent due hereunder), the cost and expense of such re-letting, and of such alterations and repairs incurred by Landlord, and the amount, if any, by which the Rent reserved in this Agreement, which are Tenant's responsibility under the provisions of this Agreement for the period of such re-letting, exceeds the amount agreed to be paid as rent by the new tenant for the Demised Premises for such period of such re-letting.

B) Costs and Payment of Rents. Should Tenant at any time be in default under this Agreement, Tenant shall be liable for all costs Landlord may incur on account of such default, including the cost of recovering the Demised Premises, any and all attorney fees and court costs relating thereto. In addition, should Landlord at any time terminate this Agreement and Tenant's rights under this Agreement for any default, in addition to any other remedy Landlord may have, Landlord may recover from Tenant all damages Landlord may incur by reason of such default, and including the Rent reserved and charged in this Agreement for the remainder of the Term discounted to present value, less the present rental value of the Demised Premises for the rest of the Term (discounted in the same manner), all of which amounts shall be immediately due and payable with attorney fees from Tenant to Landlord and without relief from valuation, and Landlord shall have no obligation to re-let. Tenant's liability for the default damages and/or re-letting costs shall survive any termination of this Agreement.

C) Right of Removal of Tenant's Property. Landlord shall have the right to remove all or any part of Tenant's property from the Demised Premises. Any property removed may be either: (a) Stored in any

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public warehouse or elsewhere at the cost of, and for the account of, Tenant and Landlord shall not be responsible for the care or safekeeping thereof; or (b) sold at a private or public sale and the proceeds of such sale, after sale expenses, shall be used to offset any Rent due to Landlord. Tenant hereby waives any and all loss, destruction and/or damage or injury which may be occasioned by any of the aforesaid acts.

D) Default of Landlord. Landlord shall in no event be charged with default in the performance of its obligation under this Agreement unless and until Landlord shall have received written notice from Tenant specifying wherein Landlord has failed to perform any obligation hereunder, and Landlord shall have failed to perform such obligation, or remedy such default, within 30 days of such notice from Tenant (or shall then have failed in good faith to start and be diligently pursuing the cure of any such default which reasonably takes longer than 30 days to cure).

16. Quiet Enjoyment. Landlord agrees that if Tenant pays the Rent and other charges herein provided and shall perform all of the covenants and agreements herein stipulated to be performed on Tenant's part, then Tenant shall, at all times during said Term, have the peaceable and quiet enjoyment and possession of the Demised Premises without any manner of hindrance from Landlord or any persons lawfully claiming through Landlord, except as to such portion of the Demised Premises or Real Property as shall be taken under the power of eminent domain or which may be claimed by any mortgagee of the Demised Premises of the Real Property.

17. Miscellaneous.

A) Waivers. No waiver of any condition or covenant in this Agreement by either party shall be deemed to imply or constitute a further waiver of the same or any other condition or covenant of this Agreement.

B) Subordination. Tenant agrees, at the request of Landlord, to subordinate this Agreement to any mortgage placed upon the Demised Premises or the Real Property or any one or more of them by Landlord provided that the holder of such mortgage enters into an agreement with Tenant, binding upon the successors and assigns of the parties thereto, by the terms of which such holder agrees not to disturb the possession, peaceable and quiet enjoyment and other rights of Tenant under this Agreement. In addition, so long as Tenant continues to perform its obligations hereunder, in the event of acquisition of title by said holder through foreclosure proceedings or otherwise holder agrees to accept Tenant as tenant of the Demised Premises under the terms and conditions of this Agreement and to perform the Landlord's obligations hereunder (but only while owner of the Demised Premises), and Tenant agrees to recognize such holder or any other person acquiring title to the Demised Premises as Landlord. The parties agree to execute and deliver any appropriate instruments necessary to carry out the agreements contained herein.

C) Notices and Certificates. All notices given under this Agreement must be in writing. A notice is effective upon receipt and shall be delivered in person, by overnight courier service, via certified or registered mail, or by first class U.S. mail, postage prepaid, to Landlord and Tenant at the address as specified above, or to such other addresses which a party may designate in writing delivered to the

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other party for such purpose. Date of service of a notice served by mail shall be one business day following the date on which such notice is deposited in a post office box of the United States Postal Service.

D) Relationship of Parties. Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent, or of partnership, or of joint venture, between the parties hereto.

E) Governing Law. The terms of this Agreement shall be governed by and construed in accordance with the laws of the State of Wyoming, not including its conflicts of law provisions.

F) Dispute Resolution. Any dispute arising from this Agreement shall be resolved through mediation. If the dispute cannot be resolved through mediation, then the dispute will be resolved through binding arbitration conducted in accordance with the rules of the American Arbitration Association.

G) Force Majeure. In the event that either party shall be delayed or hindered in or prevented from doing or performing any act or thing required in this Agreement by reason of strikes, lock-outs, casualties, acts of God, labor troubles, inability to procure materials, failure of power, governmental laws or regulations, riot, insurrection, war, pandemics or other causes beyond the reasonable control of such party, then such party shall not be liable or responsible for any such delays and the doing or performing of such act or thing shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

H) Complete Agreement. This Agreement contains a complete expression of the agreement between the parties and there are no promises, representations or inducements except such as are herein provided.

I) Successors in Interest. The covenants, agreements, terms, conditions and warranties of this Agreement shall be binding upon and inure to the benefit of Landlord and Tenant and their respective heirs, executors, administrators, successors and assigns, but shall create no rights in any other person except as may be specifically provided for herein.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives, as of the first date written above.



Landlord Signature

Cody Torgerson

Landlord Name

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Tenant Signature

Zach Heidelbergbauer Dba HOLLNHEID
Tenant Name

INITIAL g/h DATE 3-28-25
Commercial Lease Agreement (Rev. 1343D17)

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Financial Statement for Liquor License Applicants

Applicant: HollnHeid Taproom LLC

Date: 04 / 02 / 2025

Assets

Current Assets

Cash	\$ <u>40,000</u>
Investments	\$ <u>643.75</u>
Inventory	\$ <u>0</u>
Prepaid Expenses	\$ <u>0</u>
Other Current Assets	\$ <u>0</u>
TOTAL CURRENT ASSETS	\$ <u>40,643.75</u>

Fixed Assets

Land	\$ <u>0</u>
Buildings	\$ <u>0</u>
Leasehold Improvements	\$ <u>0</u>
Furniture & Fixtures	\$ <u>0</u>
Other Fixed Assets	\$ <u>0</u>
TOTAL FIXED ASSETS	\$ <u>0</u>
Less- Accumulated Depreciation	\$ <u>0</u>
NET FIXED ASSETS	\$ <u>0</u>
TOTAL ASSETS (LINE1)	\$ <u>0</u>

Liabilities

Current Liabilities

Accounts Payable	\$ <u>0</u>
Note Payable	\$ <u>0</u>
Accrued Expenses (Interest, taxes, wages, etc.)	\$ <u>0</u>
Installment Loans Payable	\$ <u>0</u>
Other Current Liabilities	\$ <u>0</u>
TOTAL CURRENT LIABILITIES (Line 2)	\$ <u>0</u>

Capital

Capital

Sole Proprietor	\$ <u>40,643.75</u>
Corporation	
Capital Stock	\$ <u>0</u>
Treasury Stock	\$ <u>0</u>
Retained Earnings	\$ <u>0</u>
Partnership	
Name of Partner	Capital
_____	\$ <u>0</u>
_____	\$ <u>0</u>
_____	\$ <u>0</u>
_____	\$ <u>0</u>

TOTAL CAPITAL (LINE 3)

\$ 40,643.75

TOTAL LIABILITIES & CAPITAL

(Line 2 + Line 3) Must equal line 1

\$ 40,643.75

NEW OR TRANSFER LIQUOR LICENSE OR PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY		
Customer #		
Trf from		
Reviewer	Initials	Date
Agent		/ /
Mgr		/ /

To be completed by City / Town / County Clerk		Local License # <u>TBD</u>
License Fees		Date filed with clerk: <u>4/15/2025</u>
Annual Fee: \$		Advertising Dates: (2 Consecutive Weeks Prior to Hearing)
Prorated Fee: \$ <u>1312.50</u>		<u>04.30.25</u> & <u>05.07.25</u>
Transfer Fee: \$		Public Hearing Date: <u>5/12/25</u>
Publishing Fee: \$ <u>15.00</u>		
Publishing Fee Direct Billed to Applicant: ☐		
License Term: <u>05/13/2025</u> Through <u>03/31/2026</u>		
Month	Day	Year
Month	Day	Year
LICENSING AUTHORITY: Begin publishing promptly As W.S. 12-4-104(d) specifies: NO LICENSING AUTHORITY SHALL APPROVE OR DENY THE APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.		
Applicant (Business Name): <u>Douglas Lodging Investors, LLC</u>		
Doing Business As (DBA) / Trade Name: <u>Homewood Suites by Hilton</u>		
Building to be licensed / Building Address: <u>25 Cynch Loop</u>		
(Address Number, and Suite or Unit Number, and Street or Road Name)		
<u>Douglas, Wyoming 82633</u>		
City	State	Zip
County		
Local Mailing Address: <u>PO Box 1100</u>		
(Address Number or PO Box, and Suite or Unit Number, and Street or Road Name)		
<u>Douglas WY 82633 Converse</u>		
City	State	Zip
County		
Local Business Telephone Number: <u>858-692-0765</u> Fax Number: _____		
Business E-Mail Address: <u>mavery@wagonhound.com</u>		
Business Primary Contact: <u>Michael Avery</u>		
First Name	Last Name	
FILING FOR		
☒ NEW LICENSE	FILING IN (CHOOSE ONLY ONE)	
☐ TRANSFER OF LOCATION	☒ CITY / TOWN OF: <u>Douglas</u>	
☐ TRANSFER OF OWNERSHIP	☐ COUNTY OF: _____	
☐ ASSIGNMENT LETTER MUST BE ATTACHED		
FORMERLY HELD BY: _____		
FILING AS (CHOOSE ONLY ONE)		
☐ INDIVIDUAL		
☐ PARTNERSHIP		
☐ LP ☐ LLP ☐ LLLP		
☒ LLC ☐ LC		
☐ CORPORATION (INC)		
☐ POLITICAL SUBDIVISION		
☐ ORGANIZATION		
☐ OTHER _____		
TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)		
☒ RETAIL LIQUOR LICENSE	☐ RESTAURANT LIQUOR LICENSE	
PRIMARY BUSINESS TYPE (CHOOSE ONLY ONE)	☐ BAR AND GRILL LIQUOR LICENSE	
☒ ON-PREMISE BAR	☐ RESORT LIQUOR LICENSE	
☐ OFF-PREMISE PACKAGE STORE	LIMITED RETAIL LIQUOR LICENSE (CLUB)	
☐ ON & OFF PREMISE BAR & PACKAGE STORE	☐ VETERANS CLUB	
	☐ FRATERNAL CLUB	
	☐ GOLF CLUB	
	☐ SOCIAL CLUB	
☐ MICROBREWERY PERMIT		
☐ WINERY PERMIT		
☐ MANUFACTURER SATELLITE PERMIT		
☐ WINERY SATELLITE PERMIT		
☐ COUNTY MALT BEVERAGE PERMIT		
☐ SPECIAL MALT BEVERAGE PERMIT		
SPECIAL STATUTORY DESIGNATIONS (CHOOSE ONLY ONE)		
☐ COMMERCIAL AIRPORT (W.S. 12-4-201(d)(iv))		
☐ RESORT (W.S. 12-4-401(iv) / 12-5-201(f))		
☐ GOLF CLUB (W.S. 12-5-201(f))		
☐ GOLF CLUB-POLIT SUBDIVISION (W.S. 12-4-301(e) / 12-5-201(f))		
☐ GUEST RANCH (W.S. 12-5-201(f))		
☐ Other: <u>Hotel</u>		
OPERATIONAL STATUS (To Assist the Liquor Division with scheduling inspections (W.S. 12-1-101(a)(xxi) / 12-2-301(c) / 12-4-103(a)(iv)))		
☒ FULL TIME	MONTHS OF OPERATION	from _____ to _____ ☒ All Year (Jan-Dec)
☐ SEASONAL	DAYS OF WEEK OF OPERATION	from _____ to _____ ☒ Every Day (Mon-Sun)
☐ NON-OPERATIONAL / PARKED	HOURS OF OPERATION	from _____ to _____ ☒ 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, please submit a copy of the lease and indicate:

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

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

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

Note: The lease **MUST** contain a provision for **SALE OF ALCOHOLIC or MALT BEVERAGES**.**2. LIQUOR BUSINESS CONTROL: W.S. 12-4-601(b)**

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

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

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

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

- (a) Hold any interest in the license/permit applied for? ☐ YES ☒ NO
 (b) Furnish by way of loan or any other money or financial assistance for purposes hereof in the business? ☐ YES ☒ NO
 (c) Furnish, give, rent or loan any equipment, fixtures, interior decorations or signs other than standard brewery or manufacturer's signs? ☐ YES ☒ NO
 (d) If the answer was **YES** to any of the above, explain fully and submit any documents in connection there within.

4. RETAIL LIQUOR LICENSE-COUNTY LOCATIONS ONLY: W.S. 12-4-201(f)(ii)Is the licensed building within five (5) miles of an incorporated town or city? ☒ YES ☐ NO**5. RETAIL LIQUOR LICENSE-COMMERCIAL SERVICE AIRPORTS ONLY: W.S. 12-4-201(m)**

- (a) Will food and beverage services be contracted or subcontracted? ☐ YES ☐ NO
 1. If **YES**, is a copy of the food and beverage contract or lease attached? ☐ YES ☐ NO

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

Does the resort complex:

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

8. MICROBREWERY PERMIT ONLY: WHOLESALE DISTRIBUTION: W.S. 12-2-201(a)

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

If **YES**, a wholesale malt beverage license from the Liquor Division will be required

9. 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

10. 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

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

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

12. 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

**13. Applicant is Filing As Individual, Partnership, Political Subdivision, Organization or Other:
W.S. 12-4-102(a)(ii) & (iii)**

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

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

Financial Statement for Liquor License ApplicantsApplicant: Douglas Lodging Investors LLCDate: 4/14/2025 / / **Assets****Current Assets**

Cash	\$	\$2,024,792
Investments	\$	_____
Inventory	\$	_____
Prepaid Expenses	\$	_____
Other Current Assets	\$	_____
TOTAL CURRENT ASSETS	\$	\$2,024,792

Fixed Assets

Land	\$	\$2,181,703
Buildings	\$	\$28,928,832
Leasehold Improvements	\$	_____
Furniture & Fixtures	\$	\$3,000,000
Other Fixed Assets	\$	\$800,000
TOTAL FIXED ASSETS	\$	\$34,910,535
Less- Accumulated Depreciation	\$	0
NET FIXED ASSETS	\$	\$34,910,535
TOTAL ASSETS (LINE 1)	\$	\$36,935,327

Liabilities**Current Liabilities**

Accounts Payable	\$	_____
Note Payable	\$	\$16,100,000
Accrued Expenses (Interest, taxes, wages, etc.)	\$	_____
Installment Loans Payable	\$	_____
Other Current Liabilities	\$	_____
TOTAL CURRENT LIABILITIES (Line 2)	\$	\$16,100,000

Capital**Capital**

Sole Proprietor	\$	\$20,835,327
Corporation		
Capital Stock	\$	_____
Treasury Stock	\$	_____
Retained Earnings	\$	_____
Partnership		
Name of Partner	Capital	
wagonhound Holdings LLC	\$	\$20,835,327
_____	\$	_____
_____	\$	_____
_____	\$	_____
TOTAL CAPITAL (LINE 3)	\$	\$20,835,327

TOTAL LIABILITIES & CAPITAL

(Line 2 + Line 3) Must equal line 1

\$ \$36,935,327

RESOLUTION NO. 2025-4

A RESOLUTION ADOPTING GENERAL GUIDELINES FOR USE BY MEMBERS OF THE GOVERNING BODY IN REVIEWING APPLICATIONS RECEIVED FOR AN AVAILABLE RETAIL LIQUOR LICENSE WITHIN THE CITY OF DOUGLAS, WYOMING

WHEREAS, pursuant to Wyoming State Statute §12-4-101, the number of retail liquor licenses available to local licensing authorities is based upon population figures; and

WHEREAS, based on the official ten-year federal census conducted in 2020 the City of Douglas has a total of fourteen (14) retail liquor licenses available for issuance, as certified by the Wyoming Liquor Division; and

WHEREAS, due to the relinquishment of one such license, the City of Douglas is now able to consider applications for one (1) retail liquor license available as provided herein; and

WHEREAS, the Governing Body wishes to adopt written general guidelines for assistance in evaluating such applications; and

WHEREAS, the proposed guidelines are attached hereto as Exhibit A to the Resolution and expressly incorporated by reference.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DOUGLAS, WYOMING, that the City Clerk is hereby directed to accept applications through April 15, 2025, for consideration by the Governing Body relative to the available license.

PASSED, APPROVED, AND ADOPTED this 10th day March, 2025.

Kim Pexton, Mayor

Attest:

Sonya Ortega, City Clerk

EXHIBIT A
LIQUOR LICENSE GENERAL GUIDELINES

For use by the Governing Body of the City of Douglas in reviewing applications for retail liquor licenses available through the City of Douglas:

1. The health, welfare, quality of life, or peaceful enjoyment of the people residing in the vicinity of the proposed premises to be licensed shall not be adversely affected.
2. The purpose of Wyoming Statutes, Title 12, Alcoholic Beverages, shall be carried out by issuance of the license.
3. The number, type, and location of existing licenses may not meet or may exceed the needs for the vicinity under consideration.
4. Other considerations which may be considered include:
 - a. Whether the proposed premises to be licensed serves as an amenity compatible with other neighborhood activities.
 - b. The proposed site meets current zoning requirements.
 - c. Whether a license, if issued, would provide social and economic opportunities benefitting the community.
 - d. The anticipated time frame in which the applicant plans to be operational and open to the public (e.g. plans for new construction or remodeling).
5. Consideration of supporting documents that may be submitted with the application by the applicant, including, but not limited to a:
 - a. Business Plan: For example, information such as the following:
 - i. Whether the license will be used to attract other businesses;
 - ii. If the license would be used as part of the renovation of an historic building or building of community significance;
 - iii. Whether the issuance of the license would create a business anchor for a particular area;
 - iv. Whether the anticipated business hours, customer offerings, and building design, will meet the need of a particular market segment or location through the issuance of the license;
 - v. The possible effects on existing businesses in and out of the area;
 - vi. Any franchise or chain affiliation.
 - b. Financial Plan: For example, information reflecting the applicant's resources to acquire, construct or remodel a building, if applicable, to be used as the licensed premises.
 - i. A financial statement must be submitted with each application;
 - ii. A financial plan, if submitted, would be a more detailed description indicating the applicant's ability to become operational to provide the type(s) of services proposed under the license in a timely manner.

Nothing in these guidelines shall be construed to require the issuance of a retail liquor license by the City of Douglas. Pursuant to Wyoming Statute §12-4-101(a), the Governing Body of the City of Douglas retains sole discretion to issue a retail liquor license and may refuse to issue any license authorized by Wyoming State Statute.

In accordance with Wyoming State Statute §16-4-201 et seq., referred to as the Wyoming Public Records Act, applications and supporting documentation submitted by applicants may be considered a record open to public inspection.



Agenda Item Report City Council – May 12, 2025

Item

Resolution No. 2025-9: A Resolution Establishing An Open Container District Within The Local Downtown Historic District And Guidelines For Enforcement Within Said District

Responsible Staff Contact

JD Cox

Recommendation

Approve Resolution No. 2025-9 as presented.

Executive Summary

As permitted under Wyoming Statute § 12-4-101 and codified in Chapter 5.16.060(A) of the Douglas Municipal Code, the City is authorized to regulate open containers within designated areas. Through this authority, the Downtown Outdoor Refreshment Area (DORA) was established in 2023 as a tool to promote a lively, walkable downtown experience. This resolution proposes a modest expansion of the DORA boundary just north to 211 N. 2nd Street to accommodate a new liquor license applicant—ensuring equitable opportunity and continuity in our downtown business environment should the license be granted.

This resolution is presented with a clear and compelling purpose: to activate and enhance the vitality of our downtown, stimulate economic development, and support local businesses—while upholding the standards of safety and community trust that Douglas residents expect and deserve.

To further support economic activity and streamline implementation, the resolution also makes several updates:

- **Year-round Activation:** Section 3 has been revised to allow DORA operation year-round, maintaining the same hours and days (Thursday through Saturday), reflecting a proactive yet cautious approach based on the successful pilot period.
- **Policing & Public Safety:** Chief Byerly reports that the police department has observed minimal impact on public safety services, and supports continuation under the existing schedule. Officers continue to provide proactive presence during DORA hours, and there is no evidence of increased disorderly conduct, underage drinking, vandalism, or littering.

- **Operational Adjustments: Minor but meaningful updates improve clarity and enforcement:**
 - **Color-coded wristbands have been removed in favor of establishment-issued identifiers, which serve the same purpose with less confusion.**
 - Establishments will now be expected to manage outside alcohol entry through self-enforcement and optional signage, recognizing their role as responsible business operators.

The success of the DORA District to date is a testament to the power of thoughtful planning, strong community standards, and local business collaboration. By continuing and slightly expanding this initiative, we reinforce our commitment to a dynamic and welcoming downtown—one that attracts residents and visitors alike, and serves as a cornerstone of Douglas’s future growth.

Please review the attached memo from Chief Byerly for further statistics regarding the downtown liquor establishments.

Background

Alignment to Strategic Doing (SD) and/or Other Plans

SD Commitment
SD Commitment Strategy
SD Commitment KPI
SD Outcome
SD Outcome Strategy
SD Outcome KPI
2014 Master Plan
2015 Downtown Master Plan

Budget/Fiscal Impact

Fund/Department
Project/Line Item(s)
Budgeted Amount
Anticipated Amount

Action Requested/Recommended Motion

Approve Resolution No. 2025-9 as presented.

Attachments

1. Res 2025-9 DORA
2. DORA Map

3. DORA Memo - Provided by Chief Byerly

RESOLUTION NO. 2024~~5-189~~

A RESOLUTION ESTABLISHING AN OPEN CONTAINER DISTRICT WITHIN THE LOCAL DOWNTOWN HISTORIC DISTRICT AND GUIDELINES FOR ENFORCEMENT WITHIN SAID DISTRICT

WHEREAS, the City of Douglas shall, pursuant to Wyoming Statute § 12-4-101 et seq., license and regulate the way liquor licenses and permits are issued; and

WHEREAS, there must be a balance struck between the rights of license holders, economic development, and the health, safety, and welfare of all residents and visitors to the City of Douglas.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL, OF THE CITY OF DOUGLAS, WYOMING, to establish an Open Container District as provided for in Chapter 5.16.060(A) of the Douglas Municipal Code, as follows:

1. The Open Container District will follow the boundaries of the Local Downtown Historic District as outlined in the attached map.
2. The Open Container District referenced in this resolution shall be formally called the “Downtown Outdoor Refreshment Area” or abbreviated as “DORA.”
3. The DORA District shall be in effect ~~the Thursday prior to Memorial Day, effectively May 23, 2024 and ending on Labor Day, effectively September 2, 2024~~year round and will allow for open containers within the district on Thursday, Friday, and Saturday of each week, during the hours of 4:00 p.m. to midnight; unless additional hours or dates are approved by the City Manager thru the special event permit requests.
4. Patrons who have purchased alcohol and are then leaving an establishment with an Open Container will be required to wear a wristband from that establishment, for that alcohol to be either in its original, non-glass container, or a clear cup.
- ~~5. Wristbands will be color-coded by establishment as follows:~~
 - ~~a. College Inn Bar — Florescent Pink~~
 - ~~b. Double D Liquors — Florescent Yellow~~
 - ~~c. The Arena — White~~
 - ~~d. House of Pinz — Neon Blue/Light Blue~~
 - ~~e. LaBonte Bar — Florescent Orange~~
 - ~~f. Moose Lodge #602 — Dark Blue~~
 - ~~g. The Depot — Florescent Green/Light Green~~
- ~~6.5.~~6.5. Alcohol from one establishment is not permitted to enter a new establishment.
- ~~7. Establishments allowing patrons to leave their premise with an Open Container will thereby be considered to have inherently agreed to the guidelines set forth in this resolution and guidelines as established by the City of Douglas so as to properly enforce the Open Container District.~~
- ~~8.6.~~8.6. Open Containers are not authorized within Jackalope Square and in pocket parks unless approved by the City Manager thru the special event permit requests.
- ~~9.7.~~9.7. All laws related to public intoxication and civility shall remain in place and enforceable.
- ~~10.8.~~10.8. The City of Douglas reserves the right to suspend or effectively terminate the Established Open Container District or portions thereof, at their discretion.

PASSED, APPROVED, AND ADOPTED this ~~2nd~~12th day of May, 2024~~5~~.

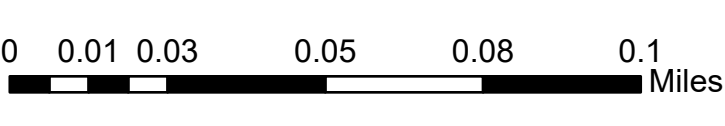
Attest:

Kim Pexton, Mayor

~~Mary Nicol~~Sonya Ortega, City Clerk



Downtown Outdoor Refreshment Area (DORA) Map



City of Douglas, Wyoming

CITY OF DOUGLAS WYOMING

HOME OF THE JACKALOPE.

*****MEMORANDUM*****

REF: DORA DISTRICT

FROM: TODD A. BYERLY, CHIEF OF POLICE

TO: CITY MANAGER J.D COX

Calls for service audit were conducted for the following liquor establishments:

The Arena
The Depot
The College
The Labonte
House of Pinz
Double D
White Wolf

The dates and times used were consistent with Resolution 2023-11, signed on April 10, 2023. Data presented includes the years 2021/22 (prior to implementation of the DORA District, and 2023/24, years of implemented DORA District. PLEASE NOTE: Bar checks are generally self-initiated by officers but represent a "call for service". There may be times where an establishment request a walk-thru constituting a "Bar Check, however that is rare.

2021 May 31 – Sep 6
2022 May 30 – Sep 5
2023 May 29 – Sep 4
2024 May 27 – Sep 2

The Arena - 116 N 3

2021 – 1 Susp Person
2022 – 1 traffic, 1 bar check
2023 – 1 MIP Alcohol, 1 disturbance
2024 – 1 Bar Check

The Depot - 100 Walnut

2021 - 0
2022 – 1 Traffic Accident
2023 - 0
2024 – 0



CITY OF DOUGLAS WYOMING

HOME OF THE JACKALOPE.

The College - 103 N 2

2021 – 6 Calls including 2 bar fights, Traffic Stop, and 3 bar checks
2022 – 4 calls including bar check, traffic stop DWUI and Welfare Check
2023 - 2 Calls, Bar Check and Traffic Stop
2024 – 8 Calls, 6 Bar Checks, a disturbance and traffic stop

The Labonte - 206 Walnut

2021 – 6 calls including animal control, domestic, 2 bar checks, and 2 disturbances
2022 - 8 calls including disorderly, crash, ambulance, motorist assist, 2 bar checks, and 2 fights
2023 – 4 calls including 2 bar checks, animal control and REDDI
2024 – 4 calls including 2 bar checks, and REDDI and Traffic Stop

House of Pinz - 116 N 3

2021 – 1 call, suspicious person
2022 – 2 calls, traffic and bar check
2023 - 1 call alcohol violation (Not related to the business)
2024 - 1 Call, Bar Check

Double D - 323 E Center St

2021 – 0 calls
2022 – 0 calls
2023 – 0 calls
2024 – 0 calls

White Wolf – 318 Center St

2021 - 0 Calls
2022 - 0 Calls
2023 - 0 Calls
2024 – 1 Call, Domestic



CITY OF DOUGLAS WYOMING

HOME OF THE JACKALOPE.

Total Calls for service with all the above locations for 2021-22 are 31. Total calls for service for 2023-24 are 24. Statistically speaking, there had been roughly a 25% decrease in calls for service since the implementation of the DORA district. Many factors are not represented in these numbers including but not limited to COVID and socioeconomics.

Respectfully Submitted.

Todd A. Byerly
Chief of Police





Agenda Item Report

City Council – May 12, 2025

Item

Economic Development Week & Foundational Economic Development Measures

Responsible Staff Contact

Recommendation

Executive Summary

Background

Alignment to Strategic Doing (SD) and/or Other Plans

SD Commitment
SD Commitment Strategy
SD Commitment KPI
SD Outcome
SD Outcome Strategy
SD Outcome KPI
2014 Master Plan
2015 Downtown Master Plan

Budget/Fiscal Impact

Fund/Department
Project/Line Item(s)
Budgeted Amount
Anticipated Amount

Action Requested/Recommended Motion

Attachments

None

Proclamation

WHEREAS, economic development is a critical driver of our community's well-being and prosperity, fostering job creation, business retention and expansion, workforce development, and quality of life improvements; and

WHEREAS, the City of Douglas, in partnership with *The Enterprise* and other civic, business, and educational leaders, supports collaborative efforts to grow and diversify our local economy, attract new investment, and ensure a vibrant future for all residents; and

WHEREAS, *The Enterprise* works tirelessly behind the scenes to support entrepreneurs, strengthen existing industries, attract emerging sectors, develop shovel-ready sites, expand housing and infrastructure, and create opportunities for residents of all ages and backgrounds; and

WHEREAS, Economic Development Week, established by the International Economic Development Council, serves to increase awareness and understanding of the vital role economic development plays in strengthening our community; and

WHEREAS, the City of Douglas is actively advancing a series of strategic initiatives—including the creation of an Urban Renewal Agency, the adoption of formal bylaws and board appointments, the use of Tax Increment Financing (TIF), and the development of a formal Urban Renewal Plan in collaboration with private partners—to catalyze long-term revitalization; and

WHEREAS, these efforts are part of a coordinated strategy to address blighted and underutilized areas, support critical housing and infrastructure needs, and ensure that future growth aligns with community goals and planning priorities; and

WHEREAS, the City also recognizes and celebrates the extraordinary commitment of local property owners and developers whose personal investment, collaboration, and perseverance are helping bring transformative projects to life—exemplifying what is possible when public and private sectors come together to build something lasting and meaningful.

NOW, THEREFORE, I, Kim Pexton, Mayor of the City of Douglas, Wyoming, do hereby proclaim the week of **May 12-16, 2025** as:

ECONOMIC DEVELOPMENT WEEK

In Douglas, and call upon our citizens, educators, business owners, civic leaders, and community partners to join in celebrating the people, projects, and partnerships that power our local economy and build a stronger Douglas for generations to come.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official Seal of the City of Douglas, Wyoming, to be affixed this 12th day of May, 2025.

ATTEST:

Kim Pexton, Mayor

Sonya Ortega, City Clerk



Agenda Item Report City Council – May 12, 2025

Item

2. Ordinance No. 1056: An Ordinance Of The City Council For The City Of Douglas, Wyoming Creating A New Chapter 2.34, Douglas Urban Renewal Agency Code 2.34, Douglas Urban Renewal Agency Code, Of Title 2, Administration And Personnel, Of The Code Of The City Of Douglas, Wyoming. Third Reading.

Responsible Staff Contact

JD Cox

Recommendation

Recommend approval of Ordinance on third reading.

Executive Summary

The proposed ordinance establishes an Urban Renewal Authority (URA) for the City of Douglas, in accordance with Wyoming Statutes § 15-9-101 through § 15-9-139. The URA will serve as the legal and administrative body responsible for identifying areas in need of revitalization, evaluating conditions of blight, and guiding redevelopment efforts in alignment with the City's long-term goals. With oversight from a locally appointed URA Board, this framework allows Douglas to strategically plan and execute projects that enhance public welfare, attract private investment, and ensure sustainable growth.

The immediate intent of this ordinance is to support the creation of a Tax Increment Financing (TIF) district that will help fund critical infrastructure to enable development. By capturing the future increase in property tax revenue generated within the project area, the URA can reinvest those funds to extend utilities, improve access, and make the site viable for housing and future development. This initiative positions Douglas to join three other Wyoming communities— Cheyenne, Laramie, and Evansville—to activate urban renewal tools to address local needs and unlock long-term economic opportunity.

Background

Urban Renewal

Urban renewal in Douglas is enabled under the Wyoming Urban Renewal Code (Wyo. Stat. § 15-9-101 through 15-9-139), which allows municipalities to revitalize underdeveloped or underutilized areas in the interest of public health, safety, and welfare.

Through this authority, the City can partner with developers to make long-term investments in infrastructure and site readiness—unlocking areas with untapped potential. A current example is the 7 Trails apartment site, where the extension of utilities and public improvements could catalyze much-needed housing and serve as a foundation for broader neighborhood revitalization.

Urban Renewal projects must meet statutory criteria, including evidence of “blight” as defined in Wyoming law. Once established, the Urban Renewal Authority (URA) works with City leadership, planning officials, and developers to guide the process and ensure transparency, accountability, and public benefit.

The URA Board and Its Role

In Wyoming, the Urban Renewal Authority (URA) Board is a public body composed of five commissioners appointed by the mayor with the consent of the governing body. Members are selected based on experience in community planning, urban renewal, and business management, and serve staggered terms to ensure institutional continuity.

The URA Board is responsible for overseeing all aspects of urban renewal initiatives. This includes preparing and adopting urban renewal plans, evaluating potential redevelopment sites, coordinating with developers and taxing entities, and ensuring that projects align with the City’s long-term development goals. The URA Board in Cheyenne serves as an example of how local URAs can direct revitalization efforts that enhance public welfare and foster economic growth. Establishing a URA Board in Douglas allows for local control and professional oversight of redevelopment strategies that are rooted in the needs of the community.

Tax Increment Financing (TIF)

Tax Increment Financing (TIF) is a strategic tool the City of Douglas can use through its Urban Renewal Authority to support redevelopment projects. It allows the City to capture the *increment*—the increase in property tax revenue generated by new development within a defined area—and reinvest those funds directly back into that project area.

Here’s how it works: when a TIF district is created, the current assessed value of properties within that district is frozen as the base. Property taxes from that base value continue to go to the usual taxing entities. As development occurs—such as at the proposed 7 Trails site—increased property values generate new tax revenue. That additional revenue, or increment, is then set aside to help finance improvements like infrastructure, site preparation, or utility extensions within the project area.

TIF is used nationwide as a tool to encourage redevelopment, but its impact and structure vary significantly based on a state’s tax policy, statutory limitations, and market context. In states with higher property tax rates, even modest increases in property value can create substantial increment revenues to support redevelopment.

Wyoming’s relatively low property tax rates, combined with conservative assessments, mean the increment grows more slowly—requiring more substantial or phased

development to be effective. Wyoming empowers local jurisdictions to create URAs with oversight from locally appointed boards. This offers flexibility but also requires strong local initiative and administrative capacity to implement.

Our consultants indicate that because of these factors, 25-year TIF timeframes are common in Wyoming. Additional increment generated during that time would be directed to the URA for reinvestment into project-related infrastructure. With this approach, Douglas would join Cheyenne, Laramie, and Evansville as only the fourth city in Wyoming to establish a URA.

Development Agreements

In Wyoming, a Development Agreement is a contractual arrangement between the Urban Renewal Authority (or City) and a private developer. It outlines the scope of the project, performance benchmarks, construction timelines, and eligible reimbursable expenses. These agreements protect the City from financial risk and ensure that public investment is tied to measurable private-sector commitments—such as the delivery of infrastructure, housing, or commercial space.

Importantly, in Douglas, any Development Agreement will also include provisions related to water availability and rights. As water remains a critical long-term concern across the region, the City is committed to ensuring that any proposed development addresses water infrastructure needs and incorporates an evaluation of water rights, availability, and long-term supply capacity as part of the project's feasibility.

For example, if the 7 Trails apartment development moves forward under a TIF structure, a Development Agreement would ensure that utilities are extended, roads are completed to City standards, and TIF funds are only used once specific milestones are met—with water planning integrated into the early project scope.

Proposed Urban Renewal Timeline

(Subject to refinement during Council and stakeholder discussions)

Date	Milestone
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April 2-8	City Manager met with County Commission, Assessor, and School Districts
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Apr 14	City Council – 1st Reading: Ordinance to establish URA
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Apr 28	City Council – 2nd Reading
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May 12	City Council – 3rd Reading / Final Adoption of URA Ordinance
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May 12	Blight Study approved by City Council
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May 12	URA Board appointed by City Council
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May–	URA Board organizational meetings & formation
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June	
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June	URA Board reviews Urban Renewal Plan & Project proposal
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June	Planning Commission reviews Plan & Project
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16	
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June	City Council reviews and considers adoption of Plan & Project
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23	
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June– Drafting & negotiation of Development Agreement (URA Board)
July
July Development Agreement presented to and approved by City Council

Frequently Asked Questions (FAQs)

How, when, and where is the tax increment collected?

Tax increment is collected only within a designated TIF project area—typically a few selected parcels. The current assessed value is set as the “base,” and taxes from that base continue to go to traditional taxing entities. As development increases property values, the incremental revenue above the base is redirected into a dedicated fund to support reinvestment within the project area.

How are Urban Renewal Projects initiated?

Projects are initiated through an application and review process conducted by the URA Board. To qualify, projects must meet the requirements under Wyoming Statute § 15-9-107, including a finding of blight and the potential for rehabilitation, conservation, or redevelopment that benefits the public’s health, safety, or welfare.

Does TIF impact tax mills or other taxing entities?

No. TIF does not reduce funding to schools, the county, or other entities. Base property tax revenues remain unchanged. Only the new revenue generated by increased property values—revenue that wouldn’t exist without redevelopment—is used to support project-related improvements.

-

Alignment to Strategic Doing (SD) and/or Other Plans

SD Commitment
SD Commitment Strategy
SD Commitment KPI
SD Outcome **PSE**
SD Outcome Strategy **Economic Growth & Business Development.**
SD Outcome KPI **PSE-03 & PSE-04**
2014 Master Plan
2015 Downtown Master Plan

Budget/Fiscal Impact

Fund/Department
Project/Line Item(s)
Budgeted Amount
Anticipated Amount

Action Requested/Recommended Motion

Approve Ordinance No. 1056 as presented on third reading.

Attachments

1. Ord 1056 URA
2. Ord 1056-MuniCode

ORDINANCE NO. 1056

AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF DOUGLAS, WYOMING CREATING A NEW CHAPTER 2.34, DOUGLAS URBAN RENEWAL AGENCY CODE, OF TITLE 2, ADMINISTRATION AND PERSONNEL, OF THE CODE OF THE CITY OF DOUGLAS, WYOMING

WHEREAS, the City of Douglas desires to execute its authority under Wyoming Statute § 15-9-106, *et seq.*, and begin the process of urban renewal within its boundaries; and

WHEREAS, the rehabilitation, conservation, redevelopment, or a combination thereof of the area or areas is necessary in the interest of the public health, safety, morals or welfare of the residents of the municipality.

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

Section 1. That chapter 2.34, Douglas Urban Renewal Agency, of Title 2, Administration and Personnel, of the Code of the City of Douglas, Wyoming, is created as set out in this ordinance.

Chapter 2.34

DOUGLAS URBAN RENEWAL AGENCY

2.34.010 - Creation.

There is created pursuant to Wyoming Statute § 15-9-134 the Douglas Urban Renewal Agency. The Douglas Urban Renewal Agency may be referred to “agency” throughout this Chapter 2.34.

2.34.020 - Members—Term—Vacancies.

- A. Pursuant to Wyoming Statute § 15-9-134, the mayor, by and with the consent and advice of the local governing body, shall appoint a board of five (5) commissioners of the urban renewal agency selected on the basis of their interest in and knowledge of community planning, urban renewal, and business management.
- B. Any person may be appointed as commissioner if he or she resides within the area of operation of the agency (which shall have the same bounds of limits as the area of operation of the municipality) and is otherwise eligible for appointment under this chapter. The original appointment of commissioners shall be as follows: one for a term of one year; one for a term of two years; one for a term of three years; one for a term of four years; and one for a term of five years. Thereafter each appointment shall be for a term of five years.
- C. Each commissioner shall hold office until his or her successor is appointed and qualified. A certificate of the appointment or reappointment of any commissioner shall be filed with the clerk of the municipality and the certificate is conclusive evidence of the commissioner’s due and proper appointment.
- D. A commissioner shall receive no compensation for his or her services but is entitled to necessary expenses incurred in the discharge of his or her duties. No commissioner or other officer of any

urban renewal agency, board, or commission exercising powers pursuant to this chapter shall hold any other public municipal office for which compensation is received.

- E. The powers of the agency shall be exercised by the commissioners thereof. A majority of the commissioners constitute a quorum for all purposes. Action may be taken by the agency upon a vote of a majority of the commissioners present, unless the bylaws require a larger number. At the agency's first meeting, and then annually thereafter, the board of commissioners shall elect its officers. Each officer shall hold office for a term of one (1) year and until his or her successor is elected and qualified.
- F. A commissioner may be removed from office for inefficiency, neglect of duty, or misconduct in office only after:
 - 1. A hearing before the City Council.
 - 2. He or she has been given a copy of the charges at least ten (10) days prior to the hearing; and
 - 3. He or she has had an opportunity to be heard in person or by the counsel.

2.34.030 - Operations.

The operations of the agency shall be governed with bylaws approved by the governing body of the City of Douglas.

2.34.040 - Powers and duties.

The agency shall have the powers authorized and responsibility for the duties required through Wyoming Statute §15-9-101 *et seq.*

2.34.050 – Annual Reports

The agency authorized to transact business and exercise powers under this section shall file with the local governing body on or before May 31 of each year a report of its activities for the preceding calendar year. The report shall include a complete financial statement setting forth its assets, liabilities, income, and operating expenses as of the end of that calendar year. At the time of filing the report, the agency shall publish in a newspaper of general circulation in the community a notice to the effect that the report has been filed with the municipality and is available for inspection during business hours in the office of the clerk of the municipality and in the office of the agency.

2.34.060 – Voluntary conflicts of interest prohibited; disclosure of involuntary conflicts of interest; violation.

- A. No public official or employee of a municipality, or board or commission thereof, and no commissioner or employee of the agency created by this section shall voluntarily acquire any personal interest, direct or indirect, in any urban renewal project, or in any property included or planned to be included in any urban renewal project of that municipality or in any contract or proposed contract in connection with that urban renewal project.
- B. If the acquisition is not voluntary, the interest acquired shall be immediately disclosed in writing to the local governing body, and the disclosure shall be entered upon the minutes thereof. If any official, commissioner, or employee presently owns or controls, or owned or controlled within the preceding two (2) years, any interest, directly or indirectly, in any property which he knows is included or planned to be included in any urban renewal project, he or she shall immediately disclose this fact in writing to the local governing body.

- C. The disclosure shall be entered upon the minutes of the governing body, and no such official, commissioner, or employee shall participate in any action by the municipality, or board or commission thereof, or urban renewal agency, affecting the property. Any disclosure required to be made by this section to the local governing body shall concurrently be made to an urban renewal agency which has been vested with urban renewal project powers by the municipality pursuant to this chapter.
- D. Any violation of the provisions of this section constitutes misconduct in office as defined in Wyoming Statutes.

2.34.070 Dissolution and termination.

The agency shall continue in existence until dissolved by ordinance of the governing body; provided, however, that the agency and applicable sections of the city code pertaining to the agency and its board shall only be dissolved or terminated if there is no outstanding indebtedness of the agency or if adequate provision for the payment of such indebtedness is provided.

Section 2. That this ordinance shall be in full force and effect upon its approval and publication.

PASSED AND APPROVED ON FIRST READING this _____ day of _____, 20____.

PASSED AND APPROVED ON SECOND READING this _____ day of _____, 20____.

PASSED, APPROVED AND ADOPTED ON THIRD AND FINAL READING this _____ day of _____, 20____.

Kim Pexton, Mayor

Attest:

Sonya Ortega, City Clerk

Published: _____

ATTESTATION

I, Sonya Ortega, the Clerk of the City of Douglas, Wyoming, do hereby attest and state that the above ordinance was published/posted in the manner required by law and that all procedures required by Wyoming State law were complied with.

Sonya Ortega, City Clerk

ORDINANCE NO. 1056

**AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF DOUGLAS, WYOMING CREATING A NEW
CHAPTER 2.34, DOUGLAS URBAN RENEWAL AGENCY CODE, OF TITLE 2, ADMINISTRATION AND
PERSONNEL, OF THE CODE OF THE CITY OF DOUGLAS, WYOMING**

WHEREAS, the City of Douglas desires to execute its authority under Wyoming Statute § 15-9-106, *et seq.*, and begin the process of urban renewal within its boundaries; and

WHEREAS, the rehabilitation, conservation, redevelopment, or a combination thereof of the area or areas is necessary in the interest of the public health, safety, morals or welfare of the residents of the municipality.

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

Section 1. That chapter 2.34, Douglas Urban Renewal Agency, of Title 2, Administration and Personnel, of the Code of the City of Douglas, Wyoming, is created as set out in this ordinance.

Chapter 2.34 DOUGLAS URBAN RENEWAL AGENCY

2.34.010 - Creation. There is created pursuant to Wyoming Statute § 15-9-134 the Douglas Urban Renewal Agency. The Douglas Urban Renewal Agency may be referred to “agency” throughout this Chapter 2.34.

2.34.020 - Members—Term—Vacancies.

- A. Pursuant to Wyoming Statute § 15-9-134, the mayor, by and with the consent and advice of the local governing body, shall appoint a board of five (5) commissioners of the urban renewal agency selected on the basis of their interest in and knowledge of community planning, urban renewal, and business management.
- B. Any person may be appointed as commissioner if he or she resides within the area of operation of the agency (which shall have the same bounds of limits as the area of operation of the municipality) and is otherwise eligible for appointment under this chapter. The original appointment of commissioners shall be as follows: one for a term of one year; one for a term of two years; one for a term of three years; one for a term of four years; and one for a term of five years. Thereafter each appointment shall be for a term of five years.
- C. Each commissioner shall hold office until his or her successor is appointed and qualified. A certificate of the appointment or reappointment of any commissioner shall be filed with the clerk of the municipality and the certificate is conclusive evidence of the commissioner’s due and proper appointment.
- D. A commissioner shall receive no compensation for his or her services but is entitled to necessary expenses incurred in the discharge of his or her duties. No commissioner or other officer of any urban renewal agency, board, or commission exercising powers pursuant to this chapter shall hold any other public municipal office for which compensation is received.
- E. The powers of the agency shall be exercised by the commissioners thereof. A majority of the commissioners constitute a quorum for all purposes. Action may be taken by the agency upon a vote of a majority of the commissioners present, unless the bylaws require a larger number. At the agency’s first meeting, and then annually thereafter, the board of commissioners shall elect its officers. Each officer shall hold office for a term of one (1) year and until his or her successor is elected and qualified.
- F. A commissioner may be removed from office for inefficiency, neglect of duty, or misconduct in office only after:
 1. A hearing before the City Council.

2. He or she has been given a copy of the charges at least ten (10) days prior to the hearing; and
3. He or she has had an opportunity to be heard in person or by the counsel.

2.34.030 - Operations. The operations of the agency shall be governed with bylaws approved by the governing body of the City of Douglas.

2.34.040 - Powers and duties. The agency shall have the powers authorized and responsibility for the duties required through Wyoming Statute §15-9-101 *et seq.*

2.34.050 – Annual Reports. The agency authorized to transact business and exercise powers under this section shall file with the local governing body on or before May 31 of each year a report of its activities for the preceding calendar year. The report shall include a complete financial statement setting forth its assets, liabilities, income, and operating expenses as of the end of that calendar year. At the time of filing the report, the agency shall publish in a newspaper of general circulation in the community a notice to the effect that the report has been filed with the municipality and is available for inspection during business hours in the office of the clerk of the municipality and in the office of the agency.

2.34.060 – Voluntary conflicts of interest prohibited; disclosure of involuntary conflicts of interest; violation.

- A. No public official or employee of a municipality, or board or commission thereof, and no commissioner or employee of the agency created by this section shall voluntarily acquire any personal interest, direct or indirect, in any urban renewal project, or in any property included or planned to be included in any urban renewal project of that municipality or in any contract or proposed contract in connection with that urban renewal project.
- B. If the acquisition is not voluntary, the interest acquired shall be immediately disclosed in writing to the local governing body, and the disclosure shall be entered upon the minutes thereof. If any official, commissioner, or employee presently owns or controls, or owned or controlled within the preceding two (2) years, any interest, directly or indirectly, in any property which he knows is included or planned to be included in any urban renewal project, he or she shall immediately disclose this fact in writing to the local governing body.
- C. The disclosure shall be entered upon the minutes of the governing body, and no such official, commissioner, or employee shall participate in any action by the municipality, or board or commission thereof, or urban renewal agency, affecting the property. Any disclosure required to be made by this section to the local governing body shall concurrently be made to an urban renewal agency which has been vested with urban renewal project powers by the municipality pursuant to this chapter.
- D. Any violation of the provisions of this section constitutes misconduct in office as defined in Wyoming Statutes.

2.34.070 Dissolution and termination.

The agency shall continue in existence until dissolved by ordinance of the governing body; provided, however, that the agency and applicable sections of the city code pertaining to the agency and its board shall only be dissolved or terminated if there is no outstanding indebtedness of the agency or if adequate provision for the payment of such indebtedness is provided.

Section 2. That this ordinance shall be in full force and effect upon its approval and publication.

PASSED AND APPROVED ON FIRST READING this 14th day of April, 2025.

PASSED AND APPROVED ON SECOND READING this 28th day of April, 2025.

PASSED, APPROVED AND ADOPTED ON THIRD AND FINAL READING this 12th day of May, 2025.

/s/Kim Pexton, Mayor; Attest /s/Sonya Ortega, City Clerk. Published May 21, 2025



Agenda Item Report

City Council – May 12, 2025

Item

3. Adopt Bylaws: Urban Renewal Agency

Responsible Staff Contact

Recommendation

Approve Bylaws

Executive Summary

These Bylaws govern the operations of the Douglas Urban Renewal Agency (the “Agency”) as authorized under the Wyoming Urban Renewal Code (W.S. § 15-9-101 et seq.) and pursuant to City of Douglas Ordinance No. 1056. They are intended to provide a clear, practical framework for the Board of Commissioners to carry out its responsibilities with transparency, consistency, and efficiency.

The Agency plays a critical role in addressing conditions of blight and promoting reinvestment within the City of Douglas. These Bylaws define the structure, duties, and procedures of the Agency, ensuring alignment with state law and local priorities. Recognizing the importance of adaptability and responsiveness, the Bylaws are designed to support effective governance while remaining accessible and appropriate for a small community board.

The Agency is committed to furthering economic development, improving quality of life, and fostering strategic growth throughout Douglas. Through thoughtful planning and sound stewardship, the Agency seeks to catalyze renewal efforts that benefit current and future generations.

Background

Alignment to Strategic Doing (SD) and/or Other Plans

SD Commitment

SD Commitment Strategy

SD Commitment KPI

SD Outcome

SD Outcome Strategy
SD Outcome KPI
2014 Master Plan
2015 Downtown Master Plan

Budget/Fiscal Impact

Fund/Department
Project/Line Item(s)
Budgeted Amount
Anticipated Amount

Action Requested/Recommended Motion

I move to approve the ByLaws for the Urban Renewal Agency

Attachments

1. Bylaws URA Adopted 20250512

BYLAWS OF THE DOUGLAS URBAN RENEWAL AGENCY

ARTICLE I - NAME AND LOCATION

1.1 Name and Location. These Bylaws relate to the Douglas Urban Renewal Agency (hereinafter referred to as the “**Agency**”). The principal office of the Agency shall be located at such specific location as may be designated by the Board, which shall be located in the City of Douglas.

ARTICLE II - BACKGROUND

2.1 Formation. The Agency was formed pursuant to W.S. § 15-9-101 (the “**Wyoming Urban Renewal Code**”), and the adoption of City of Douglas Ordinance No. 1056 creating Chapter 2.34 “Urban Renewal Agency” of Title 2, Administration and Personnel, of the Code of Ordinances of the City of Douglas, Wyoming (the “**Douglas Urban Renewal Agency Code**”). These Bylaws are subject to the provisions of the Wyoming Urban Renewal Code and Douglas Urban Renewal Agency Code. To the extent that the Wyoming Urban Renewal Code and the Douglas Urban Renewal Agency Code or any revisions to them conflict with these Bylaws, then such provisions and revisions are deemed to automatically amend and modify these Bylaws.

2.2 Preliminary Findings and Election of Powers. As required pursuant to W.S. § 15-9-134(a), the City of Douglas has made the finding prescribed in § W.S. 15-9-106 and has elected to have urban renewal powers exercised by the Agency as provided in W.S. § 15-9-133.

ARTICLE III - BOARD

3.1 The Agency’s Board of Commissioners. The term “Board” shall mean and refer to the Board of Commissioners of the Agency, and “Commissioners” shall mean the commissioners appointed to the Board. As provided in W.S. § 15-9-134(e): the powers of the Agency shall be exercised by the Commissioners thereof, a majority of the Commissioners constitute a quorum for all purposes, action may be taken by the Agency upon a vote of a majority of the Commissioners present, and annually, at their first meeting and subsequently, the Board shall elect its officers, where each officer shall hold office for a term of one (1) year and until his successor is elected and qualified. The Board may delegate the management activities to any officer, provided, however, that the activities and affairs of the Agency shall be directed, overseen and managed, and the corporate powers exercised, under the ultimate direction of the of the Board. The Board and Agency have the powers and duties set forth in the Wyoming Urban Renewal Code and the Douglas Urban Renewal Agency Code.

3.2 Number; Terms; Appointments; Certificate of Appointment and Reappointment. There shall be five (5) commissioners on the board, who shall be appointed by the mayor of the City of Douglas, by and with the consent and advice of the local governing body and shall hold office for terms as set forth in W.S. § 15-9-134 (b) and (c). Upon the appointment of any

Commissioner, a certificate of appointment shall be filed with the City Clerk for the City of Douglas as required under W.S. § 15-9-134(c).

3.3 Removal; Vacancies. A Commissioner may be removed by the process set forth in W.S. § 15-9-134(f). Any vacancies shall be replaced by the mayor of the City of Douglas, by and with the consent and advice of the local governing body as set forth in W.S. § 15-9-134 (b). Any Commissioner may resign, which resignation shall be effective upon giving written notice to the Chair or the Secretary of the Agency or the Board, unless the notice specifies a later time for the resignation to become effective.

ARTICLE IV - MEETINGS OF COMMISSIONERS

4.1 Regular Meetings. Regular meetings of the Board shall be scheduled at a time and frequency convenient for the majority of the Commissioners, while meeting statutory requirements for open meetings and transparency. Regular meetings of the Board shall be held at least annually at such place within the City of Douglas and at such hour as may be fixed from time to time by resolution of the Board, in compliance with open meetings requirements in W.S. § 16-4-404. The notice of the regular meeting shall be given to each Commissioner not less than four (4) days prior to the scheduled time of the meeting by one of the following methods: (a) by personal delivery; (b) written notice by first-class mail, postage prepaid; (c) by telephone communication, either directly to the director or to a person at the director's office who would reasonably be expected to communicate such notice promptly to the director; or (d) by facsimile or electronic mail. Notice of any meeting need not be given to any Commissioner who has signed a waiver of notice or a written consent to holding of the meeting, and any Commissioner who attends a meeting shall be deemed to have waived any objection to a lack of notice of a meeting.

4.2 Special Meetings. Special meetings of the Board shall be held when called by written notice signed by the Chair or Secretary of the Agency, or by any two (2) Commissioners, in compliance with open meetings requirements in W.S. § 16-4-404. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. The notice of the special meeting shall be given to each Commissioner not less than four (4) days prior to the scheduled time of the meeting by one of the following methods: (a) by personal delivery; (b) written notice by first-class mail, postage prepaid; (c) by telephone communication, either directly to the director or to a person at the director's office who would reasonably be expected to communicate such notice promptly to the director; or (d) by facsimile or electronic mail.

4.3 Emergency Meetings. An emergency meeting of the Board may be called by the Chair or by any two directors, if there are circumstances that could not have been reasonably foreseen which require immediate attention and possible action by the Board, and which of necessity make it impracticable to provide the notices required by Section 6.1 and Section 6.2, in compliance with open meetings requirements in W.S. § 16-4-404.

4.4 Open Meetings. Except as provided under applicable law, including, but not limited to, W.S. § 16-4-405 and permitted executive sessions, all meetings of the Board shall be open to the public. The Board shall establish a period of time for general public comment at all

meetings of the Board and shall allocate a reasonable time limit for such general public comment period and permit any member of the public to speak during such public comment period within such time limit.

4.5 Telephone/Electronic Meetings. Any meeting, regular or special, may be held by conference telephone, electronic video screen or other communication equipment, so long as all of the following apply:

(i) Each Commissioner participating in the meeting can communicate with all of the other Commissioners concurrently.

(ii) Each Commissioner is provided the means of participating in all matters before the Board, including, without limitation, the capacity to propose or to interpose an objection to a specific action to be taken by the Agency.

(iii) The Board adopts and implements some means of verifying both of the following: (a) A person participating the meeting is a Commissioner or other person entitled to participate in the Board meeting; and (b) All actions of, or votes by, the Board are taken or cast only by the Commissioners and not by persons who are not Commissioners.

(iv) Arrangements shall be made to enable any member of the public who desires to listen to the telephone/electronic meeting of the Board, to be able to do so.

4.6 Meeting Procedures. Meetings shall be conducted in a professional and organized manner. The Chair will call the meeting to order, introduce each agenda item, and may request a staff report as appropriate. After the staff report, Commissioners may ask questions or offer comments. The Chair will then invite public comment when applicable. Following discussion, the Chair will call for a motion, ask for a second, and, if needed, open the floor for final discussion. A vote will then be taken. Once all items have been addressed, the Chair will adjourn the meeting.

4.7 Review Criteria for Projects Requesting Tax Increment Financing Assistance. Projects requesting tax increment financing assistance shall be submitted 3 weeks prior to the next regularly scheduled Urban Renewal Agency meeting. In reviewing, providing comments, and making recommendations and decisions on a proposed tax increment financing assistance application, the staff and Urban Renewal Agency shall consider the following criteria:

(i) The project is within an area determined to be blighted by the Governing Body. The blight determination must be detailed in a Blight Study and adopted by the Governing Body through resolution.

(ii) The project is in accordance with the development policies and physical patterns identified in the Comprehensive Plan and any other official plans and policies for the specified area.

(iii) The project has demonstrated a financial feasibility gap or may not be constructed without the tax increment financing assistance.

(iv) The project development team has demonstrated experience in completing projects of similar complexity to the proposed project.

(v) The project development team has demonstrated the financial capability of completing the proposed project with the tax increment financing assistance.

(vi) The project responds to existing or future market conditions or fulfills a significant need in the community.

(vii) The project will result in increased job creation, tax generation, development, or other economic development considerations in the immediate vicinity of which it is proposed.

(viii) Any other criteria deemed appropriate by the Urban Renewal Agency Board.

4.8 Consideration for Projects Requesting Overages for an Approved Tax Increment Financing Assistance Application. Projects requesting additional tax increment financing assistance for an approved application shall be submitted 3 weeks prior to the next regularly scheduled Urban Renewal Agency meeting. The Urban Renewal Agency has established a contingency to fund an overage up to 20% may be considered depending on the circumstances presented by the applicant. Projects requesting more than 20% in overages must show compelling circumstances for the overages to be considered by the Urban Renewal Agency. It shall be the responsibility of the applicant to provide all information for the reason of the overage to the Urban Renewal Agency. The Urban Renewal Agency reserves the right to approve or deny any application for overages including those under the 20% threshold.”

ARTICLE V - OFFICERS AND THEIR DUTIES

5.1 Enumeration of Officers. The officers of this Agency shall be a Chair, a Vice Chair, a Secretary, and a Treasurer, and such other officers as the Board may from time to time by resolution create. The Chair and Secretary shall be members of the Board and any other officer may be a member of the Board.

5.2 Election of Officers and Term. The initial election of officers shall take place at the first meeting of the Board, and thereafter annually, as provided in W.S. § 15-9-134(e). Each officer of this Agency shall serve for a term of one (1) year and until his successor is elected and qualified, or until he or she resigns, or is removed by action of the Board.

5.3 Resignation and Removal. Any officer may be removed from office by the Board with or without cause. Any officer may resign at any time by giving written notice to the Board, the Chair or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

5.4 Vacancies. A vacancy in any office may be filled by appointment by the Board.

5.5 Duties. The duties of the officers are as follows:

A. Chair. The Chair shall preside at all meetings of the Board; shall carry out the decisions and directions of the Board. The Chair shall have the general powers and duties of management usually vested in the office of the Chair of a corporation and shall have such powers and duties as may be prescribed by the Board or by these Bylaws.

B. Vice Chair. The Vice Chair shall act in the place and stead of the Chair in the event of his or her absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required by the Board.

C. Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board; serve notice of meetings of the Board; and shall perform such other duties as required by the Board.

D. Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Agency and shall disburse such funds as directed by resolution of the Board; shall keep proper books of account; shall prepare and shall distribute budgets and financial statements to the Board as required under these Bylaws and by applicable laws.

ARTICLE VI - COMMITTEES

6.1 Other Committees. The Board shall appoint such committees as deemed appropriate in carrying out its purpose.

6.2 Limitations on Committees. No committee, regardless of Board resolution, may: (a) take any final action on matters which, under the laws of Wyoming, also requires Commissioners' approval; (b) fill vacancies on the Board or in any committee; (c) amend or repeal Bylaws or adopt new Bylaws; (d) amend or repeal any resolution of the Board; (e) appoint any other committees of the Board or the members of those committees; (f) approve any transaction to which the Agency is a party and in which one (1) or more Commissioners have a material financial interest. The purpose of all committees shall be to assist the Board in the development of policies and to assist in the oversight and assessment of the Agency policies. No committee shall be assigned, delegated, or chartered in any manner, which would authorize them to take final action in the name of the Agency. No committee, officer of a committee, or member of the committee shall take any action that is assigned to the office of the Chair or other officers of the Agency. All committees shall report to the Board and shall serve at the pleasure of the Board. Committees of the Board shall not have authority to direct contractors, agents, or officers of the Agency.

ARTICLE VII - AMENDMENTS

7.1 Amendments by Board. These Bylaws may be amended by the majority vote of a majority of the Directors.



Agenda Item Report

City Council – May 12, 2025

Item

4. Appointment: Urban Renewal Board of Commissioners

Responsible Staff Contact

Recommendation

Recommend appointing all applicants to the Board of Commissioners.

Executive Summary

The next step to launching the Urban Renewal Agency is to appoint the Board of Commissioners.

By State Statute, all Commissioners must reside within the jurisdiction and the terms are five-years, however, the initial appointment is staggered. One member is appointed for one year; second member for two year; third member for three years; fourth member for four years; and finally the fifth member for five years.

The vacancies were posted online and in the Douglas Budget for two consecutive weeks.

In appointing members, the goal should be to assemble a board that brings together stakeholder representation and a well-rounded mix of backgrounds and perspectives.

The City is in receipt of applications or verbal interest from the following:

Kim Pexton
Breck Wagstaff
Jim Willox
Morryah McCurdy
Shane Stinson

Background

Alignment to Strategic Doing (SD) and/or Other Plans

SD Commitment
SD Commitment Strategy
SD Commitment KPI
SD Outcome
SD Outcome Strategy
SD Outcome KPI
2014 Master Plan
2015 Downtown Master Plan

Budget/Fiscal Impact

Fund/Department
Project/Line Item(s)
Budgeted Amount
Anticipated Amount

Action Requested/Recommended Motion

I move that:

_____ be appointed to a one-year term, effective May 12, 2025, expiring May 11, 2026
_____ be appointed to a two-year term, effective May 12, 2025, expiring May 11, 2027
_____ be appointed to a three-year term, effective May 12, 2025, expiring May 11, 2028
_____ be appointed to a four-year term, effective May 12, 2025, expiring May 11, 2029
_____ be appointed to a five-year term, effective May 12, 2025, expiring May 11, 2030

Attachments

1. Kim Pexton Application_Redacted
2. Breck Wagstaff Application-Redacted
3. Morryah McCurdy Application-Redacted



CITY OF DOUGLAS
Volunteer Application

Name of Applicant: Kim Pexton

Address: [REDACTED] City/State/Zip: Douglas,wy,82633

Mailing Address (if different from above): _____

Home Phone:	Cell Phone:	Work Phone:	Email:
	[REDACTED]		

1. Are you a resident of the City of Douglas? ☒ Yes ☐ No
(This is a requirement for Planning & Zoning Commission/Board of Adjustments/Douglas
Renewal Agency only.)

2. I am interested in serving on the following Boards/Commissions (Please all that apply):
Boards/Commissions/Committees:

- ☐ Douglas Planning & Zoning Commission/Board of Adjustments
- ☐ Historic Preservation Commission
- ☐ Converse County Tourism Promotion Board
- ☐ Douglas Housing Authority Board
- ☐ Federal Urban Systems Advisory Committee
- ☐ Douglas Board of Appeals
- ☐ Steering Committee Member (when applicable)
- ☐ Focus Group Member (when applicable)
- ☐ Douglas Urban Renewal Agency
- ☐ Other: _____

3. Have you served on any of these Boards/Commissions previously? ☒ Yes ☐ No

4. If "Yes", please indicate which Boards/Commissions and when you served: CCTB

5. In what community/communities did you previously serve? _____

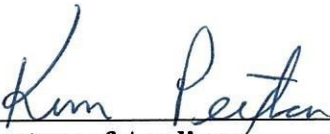
6. In what position(s) would you be willing to serve? (Please select all that apply.)

- ☒ Chairperson
- ☒ Vice Chairperson
- ☐ Secretary
- ☐ Treasurer
- ☒ Board, Commission, or Committee member only

7. Do you understand the attendance requirements as provided per Douglas Municipal Code and/or the Bylaws of the Board or Commission you wish to serve on? ☒ Yes ☐ No

8. If "No", please provide a description of your question(s): _____

9. Why are you seeking this appointment(s)? TO learn, hopefully be helpful in the growth of Douglas and economic development.



Signature of Applicant

05/08/2025

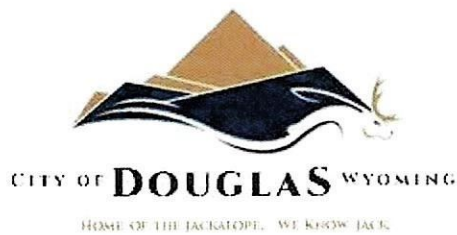
Date

For Office Use Only:

Selected for: _____

Length of Term/Dates: _____

Additional Information: _____



Urban Renewal Agency Applicant Questionnaire

101 N. 4th Street / P. O. Box 1030
Douglas, Wyoming 82633
307-358-2132, Fax: 307-358-2133

Name of Applicant: __Kim Pexton

This questionnaire will be utilized by the City Council in their selection process for the City of Douglas Urban Renewal Agency. Please answer as honestly and fully as possible. Feel free to use additional pages if needed.

1) What is your vision for revitalization in Douglas, and how do you believe urban renewal can contribute to the city's long-term success? I'm not sure revitalization is the correct word for everything happening in Douglas right now. I see the opportunity for continued growth. Collaborations have increased with those private and public entities to ensure that growth. I'd like to see that continue. This agency has the ability to look at all possibilities for Douglas. How exciting to be on a board that can assist, enhance or even add ideas.

2) What experience or perspective do you bring that would support the mission of the Urban Renewal Agency? I am a life long resident of Douglas. I feel have good knowledge of the happenings of the community. I am also a small Business owner. I am on several boards locally and statewide that gives me more resources to assist this Board.

3) What interests you most about serving on the Urban Renewal Agency, and what do you hope to contribute during your term?

It's exciting to see Douglas's potential. To be a part of that, not only for the community, but for those possible entities that may land here is incentive enough.

My common sense, business aspect and knowing the community is what I hope to contribute.

4) Serving on this board will require periodic meetings, preparation time to review planning documents, studies and financial materials, and a commitment to ongoing learning. Are you able to dedicate the time and attention needed to participate fully and thoughtfully in this role?

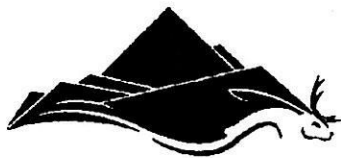
Yes

5) Have you reviewed Wyoming's Urban Renewal Code (W.S. § 15-9-101 to 15-9-139), and are you comfortable serving on this board?

Yes

Staff Comments: Received on 5/6/2025. 8p. All questions answered.

Staff Recommendation: _____



CITY OF DOUGLAS
Volunteer Application

Name of Applicant: Breck Wagstaff

Address: [REDACTED] City/State/Zip: Douglas, WY 82633

Mailing Address (if different from above): _____

Home Phone:	Cell Phone:	Work Phone:	Email:
	<u>[REDACTED]</u>	307-358-5300	bwagstaff@ccbdouglas.com

1. Are you a resident of the City of Douglas? ☐ Yes ☐ No
(This is a requirement for Planning & Zoning Commission/Board of Adjustments/Douglas
Renewal Agency only.)

2. I am interested in serving on the following Boards/Commissions (Please all that apply):

Boards/Commissions/Committees:

- ☐ Douglas Planning & Zoning Commission/Board of Adjustments
- ☐ Historic Preservation Commission
- ☐ Converse County Tourism Promotion Board
- ☐ Douglas Housing Authority Board
- ☐ Federal Urban Systems Advisory Committee
- ☐ Douglas Board of Appeals
- ☐ Steering Committee Member (when applicable)
- ☐ Focus Group Member (when applicable)
- ☒ Douglas Urban Renewal Agency
- ☐ Other: _____

3. Have you served on any of these Boards/Commissions previously? ☐ Yes ☒ No

4. If "Yes", please indicate which Boards/Commissions and when you served: _____

5. In what community/communities did you previously serve? _____

6. In what position(s) would you be willing to serve? (Please select all that apply.)

- ☐ Chairperson
- ☐ Vice Chairperson
- ☐ Secretary
- ☐ Treasurer
- ☒ Board, Commission, or Committee member only

7. Do you understand the attendance requirements as provided per Douglas Municipal Code and/or the Bylaws of the Board or Commission you wish to serve on? ☒ Yes ☐ No

8. If "No", please provide a description of your question(s): _____

9. Why are you seeking this appointment(s)? To help serve our community better. _____


Signature of Applicant

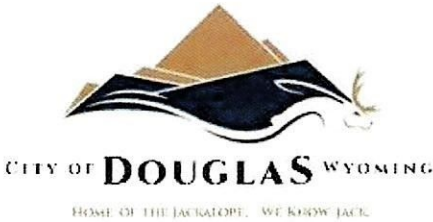
5/8/25
Date

For Office Use Only:

Selected for: _____

Length of Term/Dates: _____

Additional Information: _____



Urban Renewal Agency Applicant Questionnaire

101 N. 4th Street / P. O. Box 1030
Douglas, Wyoming 82633
307-358-2132, Fax: 307-358-2133

Name of Applicant: Breck Wagstaff

This questionnaire will be utilized by the City Council in their selection process for the City of Douglas Urban Renewal Agency. Please answer as honestly and fully as possible. Feel free to use additional pages if needed.

1) What is your vision for revitalization in Douglas, and how do you believe urban renewal can contribute to the city's long-term success?

Revitalization of an area is a mixture of maintaining the past and the present while opening opportunities for the future. Our town and community is unique as we must continue to grow, advance and adapt to the ever-changing needs and desires of a new and existing population. However, we must honor our community in a way to not lose what has made our town and community unique and special. Communities who fail to grow, change and advance run the risk of extinction, working to find common grounds to grow is key for long term success.

2) What experience or perspective do you bring that would support the mission of the Urban Renewal Agency?

As a lifelong resident who has been involved in Douglas through my youth, formative, adult and family time as well as caring for aging parents who lived in Douglas, I have seen the majority of life's stages and what Douglas offers and areas we could improve. Working in Douglas in the financial field I have been able to see a different side of what moves the proverbial needle for residents and families in our town as well.

3) What interests you most about serving on the Urban Renewal Agency, and what do you hope to contribute during your term?

The only interest I have is to help grow our great community and hopefully ensure the success, growth and prosperity of our town for generations to come.

4) Serving on this board will require periodic meetings, preparation time to review planning documents, studies and financial materials, and a commitment to ongoing learning. Are you able to dedicate the time and attention needed to participate fully and thoughtfully in this role?

I currently serve on numerous other boards and with proper planning it would not be difficult to offer my time and continued commitment to this board and all the duties it entails.

5) Have you reviewed Wyoming's Urban Renewal Code (W.S. § 15-9-101 to 15-9-139), and are you comfortable serving on this board?

Yes.

Staff Comments: Received on 5/8/25 all questions answered. -So.

Staff Recommendation: _____



CITY OF DOUGLAS
Volunteer Application

Name of Applicant: **Morryah McCurdy**

Address: [REDACTED] City/State/Zip: **Douglas, WY 82633**

Mailing Address (if different from above): _____

Home Phone:	Cell Phone:	Work Phone:	Email:
	[REDACTED]	307-358-2000	mmccurdy@candowymoming.com

1. Are you a resident of the City of Douglas? ☐ Yes ☐ No
(This is a requirement for Planning & Zoning Commission/Board of Adjustments/Douglas
Renewal Agency only.)

2. I am interested in serving on the following Boards/Commissions (Please all that apply):

Boards/Commissions/Committees:

- ☐ Douglas Planning & Zoning Commission/Board of Adjustments
- ☐ Historic Preservation Commission
- ☐ Converse County Tourism Promotion Board
- ☐ Douglas Housing Authority Board
- ☐ Federal Urban Systems Advisory Committee
- ☐ Douglas Board of Appeals
- ☐ Steering Committee Member (when applicable)
- ☐ Focus Group Member (when applicable)
- ☒ Douglas Urban Renewal Agency
- ☐ Other: _____

3. Have you served on any of these Boards/Commissions previously? ☐ Yes ☒ No

4. If "Yes", please indicate which Boards/Commissions and when you served: _____

5. In what community/communities did you previously serve? _____

6. In what position(s) would you be willing to serve? (Please select all that apply.)

- ☐ Chairperson
- ☒ Vice Chairperson
- ☐ Secretary
- ☐ Treasurer
- ☒ Board, Commission, or Committee member only

7. Do you understand the attendance requirements as provided per Douglas Municipal Code and/or the Bylaws of the Board or Commission you wish to serve on? ☐ Yes ☒ No

8. If "No", please provide a description of your question(s): I have not seen the Committee Bylaws or attendance requirements, so I would be interested in learning more.

9. Why are you seeking this appointment(s)? I feel like my scope of expertise has given me a unique perspective that would be beneficial to this board.


Signature of Applicant

5/08/2025

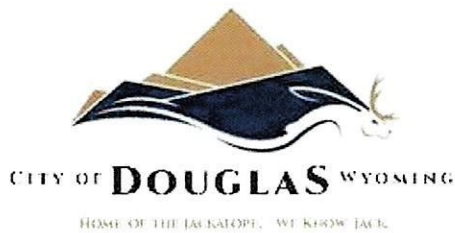
Date

For Office Use Only:

Selected for: _____

Length of Term/Dates: _____

Additional Information: _____



Urban Renewal Agency **Applicant Questionnaire**

101 N. 4th Street / P. O. Box 1030
Douglas, Wyoming 82633
307-358-2132, Fax: 307-358-2133

Name of Applicant: **Morryah McCurdy**

This questionnaire will be utilized by the City Council in their selection process for the City of Douglas Urban Renewal Agency. Please answer as honestly and fully as possible. Feel free to use additional pages if needed.

1) What is your vision for revitalization in Douglas, and how do you believe urban renewal can contribute to the city's long-term success?

My vision for the revitalization of Douglas is to create a vibrant, economically resilient community through strategic reinvestment in our historic core and underutilized spaces. Urban renewal offers a powerful toolset such as targeted infrastructure upgrades, building rehabilitation, and blight remediation, to unlock the potential of areas that have long been overlooked. In a rural community like Douglas, where small businesses are the backbone of our economy and workforce attraction is vital, revitalizing key corridors and downtown areas can spark private investment, create jobs, and improve the overall quality of life.

The URA provides a mechanism to proactively shape Douglas's future by aligning public resources with private sector momentum. When used effectively, it not only addresses current blight, but also builds a foundation for sustainable, long-term growth. As the saying goes, "The best time to plant a tree was 20 years ago. The second-best time is now." That spirit of timely investment is what Douglas needs to retain talent, attract new opportunities, and remain competitive in the years ahead.

2) What experience or perspective do you bring that would support the mission of the Urban Renewal Agency?

I bring over eight years of experience in economic development at the federal, state, regional, and local levels, giving me a well-rounded perspective on how to align policy, funding, and community vision to drive meaningful revitalization. I've worked directly with public and private stakeholders to create and implement strategies that attract investment, support small businesses, improve infrastructure, and strengthen quality of life, all of which directly support the mission of the Urban Renewal Agency.

My background has taught me how to leverage grants and incentives and engage community members in a way that builds trust and ensures long-term project success. I understand the importance of balancing growth with preservation, especially in rural communities like Douglas, where revitalization must respect local character while addressing modern needs. My experience allows me to help the URA not just plan, but also execute projects that have tangible, lasting impacts for the city and its residents.

3) What interests you most about serving on the Urban Renewal Agency, and what do you hope to contribute during your term?

What interests me most about serving on the Urban Renewal Agency is the opportunity to play a direct role in shaping Douglas's future by turning underutilized and blighted areas into assets that strengthen our economy and community. I'm especially motivated by the chance to align revitalization efforts with long-term economic development goals like business attraction, housing development, and improved public spaces that make Douglas more competitive and contribute to population retention and livability.

During my term, I hope to contribute strategic insight, practical experience, and a collaborative spirit. With my background in economic development, I can help ensure URA projects are not only visionary but also financially feasible and impactful. I want to help the board take a proactive approach, identifying key properties, engaging stakeholders, and leveraging tools like tax increment financing to drive investment. Most importantly, I want to make sure our work reflects the needs and aspirations of Douglas residents and creates momentum that lasts well beyond my term.

4) Serving on this board will require periodic meetings, preparation time to review planning documents, studies, and financial materials, and a commitment to ongoing learning. Are you able to dedicate the time and attention needed to participate fully and thoughtfully in this role?)

Yes, I am fully prepared to dedicate the time and attention required to serve effectively on the Urban Renewal Agency Board. I understand the importance of being engaged, informed, and prepared, especially when making decisions that impact the long-term development of our community. I value thoughtful planning, collaboration, and ongoing learning, and I'm committed to being an active, dependable member of the board.

5) Have you reviewed Wyoming's Urban Renewal Code (W.S. § 15-9-101 to 15-9-139), and are you comfortable serving on this board?

Yes I have reviewed W.S. § 15-9-101 to 15-9-139 and am comfortable serving on this board.

Staff Comments:

Received 5/8/25. All questions answered. SD.

Staff Recommendation:

**CONVERSE COUNTY TOURISM PROMOTION BOARD
REGULAR MEETING**

Board members: Jane Garber (6/2026, At Large) (1st full term)
J.D. Cox (6/2026, Douglas) (1st full term)
Candace Benedetta (11/2025, Glenrock) (partial)
Jenn Rasmussen (6/2027, Douglas) (1st full term)
Victor LeGloahec (6/2025, County) (1st full term)
Mitch McElwain (6/2025, County) (1st full term)
John Rabun (6/2027, Douglas) (1st full term)
Laurie Boner (6/2026, Glenrock) (partial)
Kris Mitchell (6/2027, County) (1st full term)

Date: March 25, 2024

Attendance Sheet:

Board Members

Jane Garber
Candace Benedetta
J.D. Cox
Jenn Rasmussen
Kris Mitchell
Laurie Boner
Victor LeGloahec
John Rabun
Mitch McElwain

Guests

Cathy Feezer-Jones, CCTPB Administrator
Anna McClure, CCTPB Administrative Assistant
Kota Provence, State Fair
Jarred Robles, State Fair
Jen Womack, Sagebrush Marketing -via zoom
Glenn Gardner – Wyoming State Tourism-via zoom
Kim Martin – Elevate Glenrock
Quinlynn Kahn – Douglas Golf Club
Heidi McCullough – Converse Co. Hist. Soc.
Aley Philp – Wyo Hist Soc
Rhonda Dilts – Shepherders
Rita Redig – Shepherders
Sharon Bailey – Wyoming Quarter Horse Assn

Call to order: Jane Garber called the meeting to order @ 5:00 p.m. and noted that a quorum was present.

Location: College Inn, meeting room, Douglas, WY

Grants:

- **Glenrock Sheepherder's Rendezvous requested \$2,250 and \$4,018 for Wyoming State Fair Sheep Wagon Show and Glenrock Sheepherder's Rendezvous to be held Aug 9-16 and Aug 22-24, 2025.**
Two grants are being presented. One for the marketing of the two annual events, the other for the production of reusable signs that will be used for both events. A motion was made to approve the grant request for the advertising in the amount of \$4,018.
Motion: Kris Mitchell Seconded: John Rabun Motion: Carried
A motion was made to approve the grant request to produce reusable signs in the amount of \$2,250.
Motion: Candace Benedetta Seconded: Victor LeGloahec Motion: Carried
- **Converse County Historical Society/ Wyoming Historical Society requested \$3,850 for 71st Annual Wyoming Historical Society Trek to be held June 19-22, 2025.**
The annual event is held in a different county yearly, with the 2025 event to take place in Converse County. The event traditionally has around 100 attendees from across Wyoming and neighboring states. A motion was made to approve the grant request.
Motion: John Rabun Seconded: Mitch McElwain Motion: Carried

- **Wyoming Quarter Horse Association requested \$4,325 for Wyoming Cowboy Summer Classic Horse Show to be held July 9-13 at the Wyoming State Fairgrounds.**

Requested funds to be used for advertising the event that draws competitors and spectators from as many as seven states in the past, Wyoming, Utah, North Dakota, Colorado, South Dakota, Nebraska and Montana. A motion was made to approve the grant request.

Motion: Candace Benedetta Seconded: John Rabun Motion: Carried

- **Elevate Glenrock requested \$4,210 for Deer Creek Days to be held June 27, 28 & 29 in Glenrock.**

Requested funds to be used for advertising for the annual event. A motion was made to approve the grant request.

Motion: Kris Mitchell Seconded: Laurie Boner Motion: Carried

State Fair Report:

- Kota Provence, WSF presented a revision of the Wyoming State Fair Media buy request. The revision was completed because one of the publications in the initial proposal has went out of business. The funds will be used in other areas keeping the dollar amount the same as originally approved

A motion was made to approve the revision of the Wyoming State Fair Media buy request.

Motion: John Rabun Seconded: Mitch McElwain Motion: Carried

Sagebrush Marketing Report:

- Jen Womack reported via email the following.

1. Website Updates & Event Promotion

We've been actively collaborating with **Waves Web Design** to ensure that your website accurately lists all upcoming events. This effort enhances visibility for local happenings and provides visitors with up-to-date information, making planning their trips to Converse County easier.

2. State-Supported Co-op Marketing Initiatives

Our team continues to work closely with **state-supported agencies**, submitting material for various **co-op advertising opportunities**. Current ad placements are targeting key markets in **Denver and Salt Lake City**, aiming to attract more of the drive market to our region.

3. Visitor Guide Distribution

The new **Converse County Visitor Guides** have been printed, and our team is actively mailing them to interested travelers. Additionally, we've begun distributing them to **visitor centers in the surrounding areas**, ensuring they reach potential tourists at key decision-making points.

4. Table Tent Messaging Improvements

The **new system for table tents** is proving to be highly effective. The latest version features stronger, more engaging copy, improving messaging clarity and visitor engagement. This subtle but impactful marketing tool continues to serve as a valuable asset in informing and enticing tourists.

5. Cowboy State Daily Campaign Performance

Our **advertising campaign on Cowboy State Daily** remains strong, delivering consistent performance and engagement. Recently, we submitted another round of copy focused on **highlighting upcoming events** to keep our promotions fresh and relevant. As summer

approaches, we'll expand this campaign to incorporate **attraction-based ads** to entice visitors further.

6. eBlast Submissions for Expanded Reach

This month, we submitted content for **targeted eBlasts** with two key partners:

- **Ingleddodd**, which is managing film promotions, ensuring that Converse County is positioned as a prime location for film-related tourism and encourages interested parties to call Kelly.
- **Miles Media**, the agency responsible for distributing state tourism newsletters, helping to keep Converse County in front of engaged travelers.

These eBlasts serve as an essential touchpoint in reaching potential visitors and reinforcing our presence in broader marketing efforts. On the state e-blasts, they hit a demographic that has already expressed an interest in visiting Wyoming.

Previous Month's Minutes: Minutes from the February 2025 meeting presented. Motion to approve.

Motion: Candace Benedetta Seconded: Laurie Boner Motion: Carried

Financial Report: Invoices paid in the amount of **\$11,239.34**. Motion to approve.

Motion: JD Cox Seconded: Victor LeGloahec Motion: Carried

Administrator Report:

- Cathy Feezer-Jones, Administrator introduced Anna McClure who is being considered to assist Cathy with administrative duties of the Converse County Tourism Promotion Board. A motion was made to approve the contract presented by Anna McClure for Assistant Administrative duties.
Motion: Laurie Boner Seconded: JD Cox Motion: Carried
- Cathy reported to the board that the new email info@conversecountytourism.com is receiving traffic.
- The board discussed Visitor welcome bags, money has been budgeted for the production of bags and acquiring items from local business for the bags. The bags would then be giving to grant partners to give to event attendees. A motion was made to move forward with the production of bags.
Motion: Laurie Boner Seconded: JD Cox Motion: Carried

Old Business:

- Grant Committee report – the web designer is working on the front page for the grant requests and has the form completed. When completed Candace will send out a link to the board for review.
- Table tents – the production and distribution of the table tents is going well, businesses in Glendo are excited to be receiving the table tents for their businesses.
- By-law Committee reported that a draft of the new by-laws has been emailed to the board, the committee would like the board to review the revisions and offer feed back at the next meeting.
- Marketing review – Jen Womack is willing to have the board consider renewing Sagebrush Marketing's contract. Discussion ensued. A motion was made to renew the marketing contract with Sagebrush Marketing.
Motion: JD Cox Seconded: Candace Benedetta Motion: Carried

New Business:

- No new business was presented.

Public Comments:

- Quinlynn Kahn of the Douglas Community Golf Course and Douglas Club stated that many of the tournaments held has befitted the community with money earned being donated in the community.

Douglas Golf Course and Club would like to be more involved with the tourism board and continue attending the monthly meetings.

- JD Cox shared that there is now a community App in the app store it can be found by searching Discover Douglas, please go to the app store and check it out.

Next Meetings:

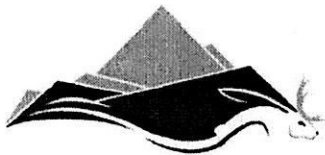
April 22, 2025 at the Golf Course in Douglas at 5:30pm.

May 27, 2025 at the Paleon Museum in Glenrock at 5:30pm.

June 24, 2025 at the Ruthie James Conference Center in Douglas at 5:30pm.

Adjournment: There being no further business, the meeting was adjourned @ 6:38 pm.

Submitted to file by: Kris Mitchell, Secretary.



CITY OF DOUGLAS

Community Service Grant "Aid to Others" Quarterly Report - Fiscal Year 2025

The quarterly report is a requirement of your continued Community Service Grant funding per your Community Service Grant agreement. Failure to provide this report may result in no disbursement of funds. You may complete this financial section or attach your own financial statement. This information will be shared with City Council as part of a regular Council meeting. Submit completed quarterly reports with attachments (if applicable) to the Administrative Services Department.

1. Organization/Company Name: Douglas Community Club & Golf Course		2. Phone Number: (307) 359-3298
3. Complete Address: PO Box 332, Douglas, WY 82633		
4. Email Address: chrisvandeventer@yahoo.com		
5. Report for Quarter (check one): Ending March 31 ☐ Ending June 30 ☐ Ending September 30 ☐ Ending December 31 ☒		
6. Number of People Served for Quarter: 264	7. Total Income: 36,938.40	8. Total Expenditures: 127,912.54
9. Please list activities, events, completed goals, or other such information for the quarter you are reporting on (attach additional page(s) if necessary): Management and operation of Golf Course, host to summer tournaments and youth programs.		
10. Please list any other information you would like Douglas City Council to be aware of.		

CERTIFICATION AND SIGNATURE

I hereby certify the above information to be true and correct to the best of my knowledge.


AUTHORIZED SIGNATURE

04/30/2025
DATE OF REPORT

Christina Vandeventer

PRINTED NAME

TO BE COMPLETED BY CITY

Date Received: 5.2.25	Reviewed By: Sonya O. Report Complete? YES ☒ NO ☐
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Douglas Community Club & Golf Course

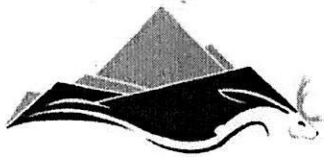
Management Profit & Loss

October through December 2024

	Oct - Dec 24
Ordinary Income/Expense	
Income	
City and County Funding	
Converse County School Dist	23,000.00
Total City and County Funding	23,000.00
Greens Income	
Annual Green Fees	950.00
Daily Green Fees	4,756.00
Green Fees Irrigation	169.00
Range/Trail Fee	1,581.57
Total Greens Income	7,456.57
Interest Income	396.81
Reimbursed Utilities - Club	2,649.30
Reimbursed Utilities - Pro Shop	135.72
Rent on Clubhouse/Beverage Cart	3,300.00
Total Income	36,938.40
Gross Profit	36,938.40
Expense	
Assets to be transferred at YE	-15,953.46
Care & Mtnc of Grounds	
Landscaping	977.80
Pesticides/Insect Control	136.75
Sand & Gravel	2,077.03
Small Tools/Equipment	768.60
Sprinkler Maintenance	146.70
Supplies	1,119.07
Total Care & Mtnc of Grounds	5,225.95
Credit Card Processing Fees	200.55
Depreciation Expense	19,580.00
Dues & Subscriptions	288.40
Education/Training	1,172.96
Fuel, Oil, Lubrication	2,105.07
Golf Pro	6,252.40
Interest Expense	11,604.50
Miscellaneous	1,000.00
Office Expense	272.97
Payroll Expenses	20,508.23
Professional Fee-Tee Sheet	850.00
Rent/Lease on Equipment	1,725.68
Repairs & Mtnc - Club	1,836.40
Repairs & Mtnc - Equipment	1,947.08
Repairs & Mtnc - General	101.88
Salaries and Wages	
Bonus HI Exp	2,127.93
Employee Pension Plan	1,077.17
Hourly Wages	20,206.30
Housing Benefits	-1,000.00
Salary - Bookkeeper	3,095.16
Salary - Greenskeeper	17,774.68
Total Salaries and Wages	43,281.24
Septic Tank Cleaning	1,070.00
Taxes, Licenses, Fees	38.52
Telephone	850.44
Utilities	
Electricity - Club/Golf Course	5,162.76
Electricity - Irrigation	13,250.52
Natural Gas - Club/Golf Course	2,212.67
Natural Gas - Shop Heat	465.97

Douglas Community Club & Golf Course
Management Profit & Loss
October through December 2024

	Oct - Dec 24
Water, Sewer, Garbage	2,861.79
Total Utilities	23,953.71
Total Expense	127,912.52
Net Ordinary Income	-90,974.12
Net Income	-90,974.12



CITY OF DOUGLAS

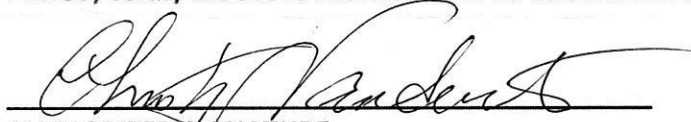
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5. Report for Quarter (check one): Ending March 31 ☐ Ending June 30 ☐ Ending September 30 ☒ Ending December 31 ☐		
6. Number of People Served for Quarter: 264	7. Total Income: 109,896.00	8. Total Expenditures: 151,057.95
9. Please list activities, events, completed goals, or other such information for the quarter you are reporting on (attach additional page(s) if necessary): Management and operation of Golf Course, host to summer tournaments and youth programs.		
10. Please list any other information you would like Douglas City Council to be aware of.		

CERTIFICATION AND SIGNATURE

I hereby certify the above information to be true and correct to the best of my knowledge.

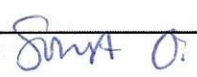

AUTHORIZED SIGNATURE

04/30/2025
DATE OF REPORT

Christina Vandeventer

PRINTED NAME

TO BE COMPLETED BY CITY

Date Received: 5-2-2025	Reviewed By:  Report Complete? YES ☒ NO ☐
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4:29 PM

04/29/25

Cash Basis

Douglas Community Club & Golf Course

Management Profit & Loss

July through September 2024

	Jul - Sep 24
Ordinary Income/Expense	
Income	
City and County Funding	
City of Douglas Funding	10,000.00
Converse County Funding	8,750.00
Total City and County Funding	18,750.00
Greens Income	
Annual Green Fees	140.00
Daily Green Fees	70,102.00
Foundation Support	0.00
Green Fees Irrigation	2,514.00
Green Fees Pro Share	-385.60
Junior Annual Green Fees	200.00
Range/Trail Fee	1,069.05
Trail Fees	480.00
Total Greens Income	74,119.45
Interest Income	1,650.83
Reimbursed Utilities - Club	4,118.14
Reimbursed Utilities - Pro Shop	441.08
Rent on Clubhouse/Beverage Cart	4,400.00
Tournament Income	
Calcutta Donations	2,840.00
Tournament--Exp	2,216.50
Tournament Income - Other	1,360.00
Total Tournament Income	6,416.50
Total Income	109,896.00
Gross Profit	109,896.00
Expense	
Care & Mtnce of Grounds	
Irrigation Repairs/Pumps	343.95
Landscaping	48.28
Pesticides/Insect Control	306.97
Sand & Gravel	4,185.17
Small Tools/Equipment	318.70
Sprinkler Maintenance	515.18
Supplies	752.73
Total Care & Mtnce of Grounds	6,470.98
Credit Card Processing Fees	124.87
Dues & Subscriptions	15.74
Education/Training	158.67
Fuel, Oil, Lubrication	4,502.41
Golf Pro	26,150.16
Office Expense	803.26
Payroll Expenses	8,837.32
Postage	657.00
Professional Fee-Tee Sheet	600.00
Rent/Lease on Equipment	250.95
Repairs & Mtnce - Club	9,838.47
Repairs & Mtnce - Equipment	2,662.21
Repairs & Mtnce - Pro Shop	487.35
Safety Equip & Uniforms	242.00
Salaries and Wages	
Bonus HI Exp	2,127.93
Employee Pension Plan	613.77
Hourly Wages	35,341.71
Housing Benefits	-1,500.00
Salary - Bookkeeper	3,095.16
Salary - Greenskeeper	15,235.44

For management use only

Page 1

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04/29/25

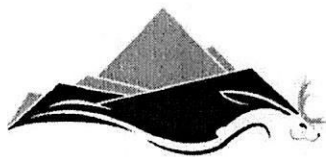
Cash Basis

Douglas Community Club & Golf Course

Management Profit & Loss

July through September 2024

	Jul - Sep 24
Total Salaries and Wages	54,914.01
Septic Tank Cleaning	520.00
Spec Projects Toro Irrig Comput	2,100.00
Taxes, Licenses, Fees	3,853.98
Telephone	813.12
Utilities	
Electricity - Club/Golf Course	6,255.93
Electricity - Irrigation	16,359.89
Natural Gas - Club/Golf Course	1,007.22
Natural Gas - Shop Heat	86.94
Soft Water	214.25
Water, Sewer, Garbage	3,131.22
Total Utilities	27,055.45
Total Expense	151,057.95
Net Ordinary Income	-41,161.95
Net Income	-41,161.95



CITY OF DOUGLAS

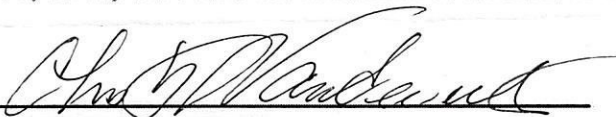
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5. Report for Quarter (check one): Ending March 31 ☒ Ending June 30 ☐ Ending September 30 ☐ Ending December 31 ☐		
6. Number of People Served for Quarter: 264	7. Total Income: 82,364.430	8. Total Expenditures: 68,571.49
9. Please list activities, events, completed goals, or other such information for the quarter you are reporting on (attach additional page(s) if necessary): Management and operation of Golf Course, host to summer tournaments and youth programs.		
10. Please list any other information you would like Douglas City Council to be aware of.		

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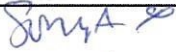
04/30/2025

DATE OF REPORT

Christina Vandeventer

PRINTED NAME

TO BE COMPLETED BY CITY

Date Received: 5-2-2025	Reviewed By:  Report Complete? YES ☒ NO ☐
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4:30 PM

04/29/25

Cash Basis

Douglas Community Club & Golf Course

Management Profit & Loss

January through March 2025

	Jan - Mar 25
Ordinary Income/Expense	
Income	
City and County Funding	
Converse County Funding	20,000.00
Total City and County Funding	20,000.00
Contributions	170.00
Greens Income	
Annual Green Fees	36,250.00
Discounts	-400.00
Foundation Support	0.00
Trail Fees	5,900.00
Total Greens Income	41,750.00
Interest Income	1,089.17
Misc. Income	1,250.00
Reimbursed Utilities - Club	1,905.26
Rent on Clubhouse/Beverage Cart	2,200.00
T-Sign Advertising	14,000.00
Total Income	82,364.43
Gross Profit	82,364.43
Expense	
Annual Meeting Expense	300.00
Care & Mtnc of Grounds	
Sand & Gravel	2,069.20
Small Tools/Equipment	68.40
Supplies	491.20
Total Care & Mtnc of Grounds	2,628.80
Credit Card Processing Fees	-0.02
Dues & Subscriptions	169.65
Education/Training	3,453.00
Fuel, Oil, Lubrication	425.88
Office Expense	867.91
Payroll Expenses	6,803.57
Postage	146.00
Professional Fee-Tee Sheet	975.00
Professional Fees/Accounting	1,590.00
Rental - Misc Equipment	295.57
Repairs & Mtnc - Club	5,452.06
Repairs & Mtnc - Equipment	1,991.70
Repairs & Mtnc - General	866.08
Safety Equip & Uniforms	126.24
Salaries and Wages	
Bonus HI Exp	2,191.77
Employee Pension Plan	632.16
Hourly Wages	9,368.64
Housing Benefits	-1,500.00
Salary - Bookkeeper	3,188.01
Salary - Greenskeeper	15,692.52
Total Salaries and Wages	29,573.10
Septic Tank Cleaning	500.00
Taxes, Licenses, Fees	237.83
Telephone	863.88
Utilities	
Electricity - Club/Golf Course	4,630.94
Electricity - Irrigation	872.52
Natural Gas - Club/Golf Course	1,733.79
Natural Gas - Shop Heat	632.57
Soft Water	671.00

Douglas Community Club & Golf Course
Management Profit & Loss
January through March 2025

	Jan - Mar 25
Water, Sewer, Garbage	2,764.42
Total Utilities	11,305.24
Total Expense	68,571.49
Net Ordinary Income	13,792.94
Net Income	13,792.94

Arts & Culture Board of Trustees: April 23, 2025 DRAFT Minutes

Board Members

Chair: Jenna Rose
Vice Chair: Richard Burk
Secretary: Shea Burke
Betsy Varland

Michele Carter
Baylea Senger
City Staff: Clara Chaffin

Meeting Called To Order at 5:30pm

Attendees

- **Board:** Michele, Richard, Shea, Jennifer
- **Absent Board:** Baylea, Betsy
- **City:** Clara Chaffin
- **Guests:** None

Introductions

None

Approval of Agenda

- **Motion:** Shea
- **Second:** Richard
- **Discussion:** Adding Community Center light fixture
- **Vote:** 4 Yay/ 0 Nay, # of members absent 2

Approval of March 23 Meeting Minutes

- **Motion:** Michelle
- **Second:** Shea
- **Discussion:** None
- **Vote:** 4 Yay/ 0 Nay, # of members absent 2

Financial Report

Clara reports nothing spent, no outstanding invoices.

Discussion Bullet Points

A. Project Updates and Project Action Items

- a. Action items update from previous board meeting
- b. FY25 projects updates (total cost/city funded- \$18,000) – Champion
 - i. Library Arts/Culture Education Event (\$500)- Betsy
 1. Gypsy Cowgirl estimated expenditure at \$650.
 2. Artisan Alley event for Summer Reading could sponsor 15 people for \$525
Action Item: Michelle will reach out to Besty to advise that either of the proposed Library Arts/Culture Education Events are clear to go but have to be done and invoiced prior to the end of the FY.
 - ii. RR Days Children's Entrepreneurship Market (\$500) - Jenn

1. Jenn reports low early enrollment. Minimum participation is 15. Event will be canceled by the hosting entity if the minimum requirement is not met by 2 weeks prior to the event.

Action item: Jen will share marketing materials for Children's Entrepreneurship Market to Clara to be shared with City PR

iii. Jackalope Square Restroom Art Installation (\$1000)- Clara, Baylea

1. Due to concerns around building maintenance, the mural cannot be placed on the restroom. After some discussion, the Board opted to pivot these monies to sponsor B&G kids for the Children's Entrepreneur program, in lieu of sponsoring this program.

Action item: Jenn will touch base with Baylea to see how to redirect the Restroom Art project to sponsoring the B&G kids for the Entrepreneur Market event.

iv. RR Museum Mural (\$10,000)- Jenn

1. Jenn reports the mural location has been altered to a surround for the mechanical equipment at the RR museum, providing desired screening. First Northern Bank has sponsored the project.

2. A second mural is now planned at 215 Walnut Street.

- a. The artist for this will be Josh Butts.
 - i. An increase in budget to \$12,200 is needed for this project. The Board reallocated \$2,200 from the student arts project, as that project is coming in under budget.

v. Student Art Project (\$6,000)

1. Michelle reports that Matt emailed her to advise that he was to get a quote from Pacific Steel for this project today, 4/23.
2. Clara reports that Brandon w/ Parks Dept advised that it would be great to put this on skids for ease of movement. This is attainable with current funding

B. Old Business

a. Board Application

- i. Clara reports no new applications.
- ii. Shea proposed asking the new Serve Douglas group to push application info to their Facebook group. Jenna advised she can propose this.

Action Item: Jenna to inquire about pushing ACB Board vacancy info to Serve Douglas socials

b. Book Crawl - Jackalope Days

i. Clara reports Teya (Library) has requested \$2,000 for this event.

1. The Board will table any allocations for this until all other planned programming costs are finalized, but are willing to allocate up to the requested \$2,000, if able.

****Michelle had to leave the meeting at 6:15****

C. New Business

a. Community Center light fixture

- i. Clara reports the Light Engineer has provided mock-ups for the new Community Center. The Board reviewed the provided images and all agreed that the "mountains" should be removed from the proposed light fixture.

b. Bronze sculptures budgeted for FY26

- i. Richard was not present at the last meeting. The Board asked him about pricing for sculptures. Richard reports that all prices have increased significantly in recent weeks and proposed switching this to aluminum based sculptures, with the designs being student-led, with guidance from the AC Board.

Next Meeting Date: May 28, 2025 @ 5:30 @ City Hall

Adjourn: No quorum to vote on adjournment

- **Motion:**
- **Second:**
- **Discussion:**
- **Vote: 4 Yay/ 0 Nay, # of members absent 3**

Meeting Adjourned at No quorum to vote on adjournment



Agenda Item Report City Council – May 12, 2025

Item

CircleBacks from April 28, 2025 Council Meeting

Responsible Staff Contact

Sonya Ortega

Recommendation

Executive Summary

Following up on the previous Council Meetings CircleBack requests:

Completed:

- **Bartling Park Pickleball Courts – Surface Chipping**
Director Harbarger reviewed the surface condition and confirmed the courts are no longer under warranty. The product was rated for a 3–5 year lifespan. Repairs will need to be contracted at a future date; no timeline has been established at this time.
- **Tree at 338 North 4th Street – Partial Obstruction of Driveway**
The tree has been assessed and may be trimmed or removed. It is included on the City's list of hazardous trees scheduled for further evaluation in the near future.
- **Public Communication – CCO/CSO Position**
Public outreach is underway. The Police Department has shared information via social media, and an article was recently published in the *Douglas Budget*.
- **Kitten Shower – Adoption Event**
A "Kitten Shower" is an event held to promote the adoption of kittens.

In Progress:

- **Private Well Use at Golf Course**
City Manager Cox has followed up on this matter. The Golf Course currently

operates under temporary water rights, authorizing the use of 30 million gallons annually at a rate of 570 gallons per minute, valid for two years.

- **Audio Enhancement in Council Chambers**

City Clerk Ortega contacted three vendors and has received two quotes ranging from \$2,100 to \$2,500. The IT Department is actively engaged in reviewing the options.

- **Municipal Code Update – Grass Height Reduction**

The ordinance to reduce the maximum allowable grass height from 10 inches to 8 inches will take effect following the third reading.

- **980 Cody – Property Maintenance**

The property owner has committed to addressing the issue within the next 30 days.

- **Tree Maintenance Liability – Citizen Support Options**

Director Nicol will contact the Local Government Liability Pool (LGLP) to explore potential insurance mechanisms that could assist residents with maintaining trees on or adjacent to their property.

Background

Alignment to Strategic Doing (SD) and/or Other Plans

SD Commitment

SD Commitment Strategy

SD Commitment KPI

SD Outcome

SD Outcome Strategy

SD Outcome KPI

2014 Master Plan

2015 Downtown Master Plan

Budget/Fiscal Impact

Fund/Department

Project/Line Item(s)

Budgeted Amount

Anticipated Amount

Action Requested/Recommended Motion

Attachments

None



EVENTS

- Veteran & First Responder Meet-Up
May 16, 7-9PM
Blend
- Pioneer Cemetery & Child's Trail Tour
May 18, 2-3PM
Pioneer Cemetery
- Alzheimer's Education Series
May 21, 10-11AM
Douglas Senior Center
- Douglas Blooms Flower Planting Day
May 17, 9AM
Jackalope Square
- Weed & Pest Programs & Updates
May 25, 6-30PM
The Moose Lodge



More information available at:

<https://www.seewhatconversecando.com/calendar/>

<https://douglas.brighttravel.com/events>

All Events Are Subject
To Change

