



CITY OF **DOUGLAS** WYOMING

REGULAR CITY COUNCIL MEETING
May 27, 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

City Council Regular Meeting: May 12, 2025

b. Bills & Claims

c. Other – Consent

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

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

6. Presentations

- a. **Just Serve Proclamation and Presentation: Jen Goodwin & Lindsay Holm**

7. Discussion Items

8. Public Hearing

- a. **Resolution No. 2025-15: A Resolution Authorizing a Conditional Use Permit to First Northern Bank for the Installation of an Electronic Message Board Sign in a B-1 Local Business Zone at 800 S. 4th Street (Original Town Of Douglas, Block 63, Lot 15).**

9. Council Action Items

- a. **Resolution No. 2025-16: A Resolution Of The City Council Of The City Of Douglas, Wyoming, Formally Establishing And Naming "Douglas Mountain Park" As A Natural City Park For Outdoor Recreation At 901 Center Street, Generally Situated Directly East Of The Intersection Of Center Street And North 9th Street**
- b. **Bid Award: Wastewater Treatment Plant Air Header Replacement Project**
- c. **Memorandum of Understanding: City of Douglas Police Department and Converse County School District #1 For School Resource Officer Program**
- d. **Board Appointments - Urban Renewal Agency: Melinda Trabing, Jay Hancock, Josh Moore**
- e. **Board Appointment Arts & Culture: Sharon Tuckey**
- f. **Remote Meter Read for Golf Course**

10. Financial Report

- a. **Financial Report: April 2025**

11. City Manager's Report

12. Council Information

- a. **Notice of Possible Quorum: City/County Breakfast Meeting June 4, 2025**

at 7:00am in the MHCC Boardroom

b. Planning & Zoning Commission Unapproved Minutes May 19, 2025

13. CircleBack Recap

14. Good People Doing Good Things

15. Community Update

a. Event Calendar

16. Executive Session

17. Adjourn

Tuesday, May 27, 2025

Call to Order at:

Meeting Adjourned at:

City Council Regular Minutes
May 12, 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 Teams Meeting.

Also present: City Attorney, Michael Armstrong; City Clerk, Sonya Ortega; Lieutenant, Todd Matthews; Public Works Director, John Harbarger; Administrative Services Director/Treasurer, Mary Nicol.

2. Disclosures by City Council Members

None.

3. Approval of General Agenda (Corrections or Additions)

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

4. Public Comments

None.

5. Approval of Consent Docket

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

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

City Manager Cox introduced Douglas Police Department's newest employee, Community Service Officer, Eric Winslow.

b. Proclamation: Public Works Week

Councilperson McNare proclaimed Public Works Week by reading aloud a proclamation.

7. Discussion Items

None.

8. Public Hearing

None.

9. Council Action Items

a. Liquor License Award: Retail

City Clerk Ortega gave a staff report identifying both entities that applied for

the one available Retail Liquor License. Jason Allen from Wyoming Liquor Division attended by Teams Meeting to answer council questions, explaining the Club License and how it is structured. Both Hollnheid Taproom and Homewood Suites presented their business plans involving the Retail Liquor License. Council had many discussion points and then awarded the liquor license.

Councilperson Ron McNare moved to award the Retail Liquor License to Homewood Suites by Hilton. Seconded by Councilperson Matthew Schmidt. Motion carried 3-2.

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

City Manager Cox provided a staff report on the updates and changes to this resolution. These changes include allowing the DORA District to be in effect year round on the same days; Thursday, Friday, and Saturday, 4pm to 11pm, and the removal of specific-colored wristbands pertaining to their associated liquor establishment. Council would like a resolution for all other liquor establishments not inside the DORA District to have the same rules for their perceived property boundaries.

Councilperson Perry Hershberger moved to approve Resolution No. 2025-9 as presented. Seconded by Councilperson Ron McNare. Motion carried 4-1.

c. Economic Development Week & Foundational Economic Development Measures

City Manager Cox provided a report on the Economic Development measures. Blight studies are in the work to bring infrastructure to the city. City Manager Cox took a moment to recognize the local leadership and vision that has been driving this effort. The property owners of Wagonhound, through their substantial and deeply personal investment, have demonstrated a level of commitment, not only financially, but through consistent collaboration with City Staff, with planners and with consultants. This partnership is believed to be genuine and great as we move forward with economic development within our community. He complimented their willingness to persevere and navigate some very complex issues. Douglas will become the third city to implement an Urban Renewal Agency (URA), following Cheyenne and Laramie, who established their URA but have not yet activated it.

1. Proclamation: Economic Development Week

Council Member Hershberger proclaimed Economic Development Week by reading aloud a proclamation.

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.

Councilperson Ron McNare moved to approve Ordinance No. 1056 as presented on third reading. Seconded by Councilperson Perry Hershberger. Motion carried 5-0.

3. Adopt Bylaws: Urban Renewal Agency

City Manager Cox provided staff report of the bylaws and that the entire item is grounded in state statute.

Councilperson Ron McNare moved to adopt Bylaws: Urban Renewal Agency as presented. Seconded by Councilperson Joel Weeks. Motion carried 3-1.

4. Appointment: Urban Renewal Board of Commissioners

City Manager Cox provided a staff report and that the submission for applications for the Douglas Urban Renewal Agency was advertised 2 times in the local paper. Applications submitted include Jim Willox, Breck Wagstaff, Kim Pexton, Morryah McCurdy, and Shane Stinson. Following further discussion, Mayor Kim Pexton is ineligible for the position as she is a paid council member and Jim Willox is ineligible as he lives outside city limits.

Councilperson Perry Hershberger moved to appoint no one to the 1 year term ending May 11, 2026; Morryah McCurdy to the 2 year term ending May 11, 2027; Breck Wagstaff to the 3 year term ending May 11, 2028; Shane Stinson to the 4 year term, ending May 11, 2029 and no one to the 5 year term ending May 11, 2025. Seconded by Councilperson Matthew Schmidt. Motion carried 5-0.

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

Lieutenant Matthews provided a staff report on the changes to this ordinance. One of the main changes include decreasing the 14-day quarantine to 10 days per state statute.

Councilperson Matthew Schmidt moved to approve Ordinance No. 1057 as presented on first reading. Seconded by Councilperson Ron McNare. Motion carried 5-0.

e. Deed/Easement: Otherside of the Tracks

Director Chaffin provided a staff report.

Councilperson Ron McNare moved to approve Deed/Easement: Otherside of the Tracks as presented. Seconded by Councilperson Matthew Schmidt. Motion carried 5-0.

10. Tabled Items

a. Alternate Landscape Agreement: Big Country Storage

Director Chaffin provided a staff report finding only the agreement that was signed by the party involved. Director Chaffin is currently working on an ordinance to reduce the percentage of landscaping that needs to be done in an industrial area. After discussion with council, they moved to approve the

agreement with an amendment and confirmed that the rocks that are currently there can remain in place.

Councilperson Perry Hershberger moved to approve and amend the landscaping agreement with Big Country Storage that their current landscaping meets the requirements for industrial areas and to not utilize the right of way as part of their agreement, but they will still have to maintain the right of way. Seconded by Councilperson None. Motion carried 5-0.

11. Public Comments

Citizen Steve Burnett spoke in front of council regarding his concerns for landscaping.

12. City Manager's Report

City Manager Cox provided current doings within the city and announced that the Rec Center will have the indoor pool open starting June 1st and that all equipment and toys have been bought and delivered.

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

City Clerk Ortega updated council regarding their follow up requests from previous council meetings and recapped the requests from the current meeting. City Manager Cox requested an executive session for purchase of land.

15. Good People Doing Good Things

Councilperson Hershberger wanted to say "thank you" to the bystanders who jump in and help during a time of need or when they see something go wrong.

16. Community Update

a. Event Calendar

17. Executive Session

Councilperson McNare adjourned into executive session for the purpose of considering the site selection or purchase of real estate, in accordance with W.S. ss16-4-405(a)(vii). Seconded by Councilperson Schmidt. Motion carried 4-0.

18. Adjourn

Regular City Council Meeting of May 12, 2025, adjourned into executive session at approximately 6:02 PM.

Kim Pexton, Mayor

ATTEST:

Sonya Ortega, City Clerk
Published: May 21, 2025



Agenda Item Report

City Council – May 27, 2025

Item

Ordinance No. 1057: An Ordinance Amending Chapter 6.080.160 Pertaining to Dog or Other Animal Bite Examination, Second 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 second reading.

Attachments

1. Ordinance 1057

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 humane society~~ 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.

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 27, 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, Third Reading

Responsible Staff Contact

Recommendation

Approve Ordinance 1050 on third and final 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.

May 27, Update

No changes.

Background

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

Budget/Fiscal Impact

Action Requested/Recommended Motion

Approve Ordinance 1050 on third and final reading as presented.

Attachments

1. ORD 1050 Code Compliance DRAFT Attorney & Council Edits - 3rd Reading
2. ORD 1050 Code Compliance Final- 3rd Reading - Municode

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

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. "Community Service Officer" includes such designated positions as are employed thereby for the enforcement of this city municipal code, or those individuals within the Police Department that are otherwise designated by the 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" shall mean that written 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.
- E. 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.
- F. "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.
- G. "Occupier" or "occupant" shall mean that person(s) actually occupying the property.
- H. "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 Community Service Officer shall be responsible for enforcing the provisions of this chapter and the 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 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 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 Manager.

8.20.040 Right of entry.

The 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 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 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 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 Written Warning form.

Whenever the Community Service Officer is of the opinion that any condition is a public nuisance as defined within this code, the Community Service Officer shall give a written 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 Community Service Officer to have a security interest in the alleged public nuisance. Such 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 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 written warning should include make, year and vehicle identification number if reasonably possible;
- E. A statement that such nuisance must be abated within ten (10) days from the date on the 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 failure to abate the nuisance may result in a city abatement and/or criminal charges.
- H. A statement that any repetition of such violation within the same month shall not be issued a written warning but shall immediately be cited into Municipal Court.
- I. A statement that any repetition of such violation within the same calendar year may not be 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 Community Service Officer determines that a public nuisance exists, a 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. The written warning shall be served in one (1) or more of the following ways:
 - 1. Personal service by the Community Service Officer; or
 - 2. Certified mail, return receipt requested, signature required; or
 - 3. Posting a copy of the written warning in some conspicuous place on the offending property. In the case of vehicles, where practical, the 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 written warning to a vehicle is impractical, and in the case of other nuisances, the 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.
- B. Proof of service shall be made naming the person to whom 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 the written warning was given and specifying the time, place and manner thereof. Proof of 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 the written warning has been given.

- C. Receipt of service of the written warning shall be deemed completed upon delivery by personal service, by mailing of the certified letter plus three (3) days.
- D. A statement that any repetition of such violation within the same month shall not be 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 issued a written warning and may immediately be cited into Municipal Court.

8.20.062 Owner to abate.

- A. Upon receipt of the written warning as specified in Section 8.20.050, the owner of the property shall abate the nuisance, and provide proof thereof to the Community Service Officer, within ten (10) days from the date specified in the written warning.
- 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 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 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.

8.20.070 Correction or abatement by city—Recovery of costs.

- A. 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. 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 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 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 written warning of a public nuisance as provided in this chapter to comply with the provisions of the written warning and to respond to such written warning within ten (10) days from the date on the written warning, and if such person shall fail or refuse to abate such nuisance within ten (10) days from the date on the written warning without just cause or within an extension of time given by the Community Service Officer, 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 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 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 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 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.

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 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.

8.20.140 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.

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 a 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 one (1) unlicensed or inoperative vehicle and materials involved with the repair and restoration of said vehicle on any portion of their property in compliance with 16.5.8.3(F) *Parking in Residential Zone Districts*, provided the 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 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 Community Service Officer. Any additional extension shall be based on extraordinary circumstances and at the discretion of the 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 eight (8) 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.
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.
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.

8.20.210 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.

8.20.211 Sidewalks, driveways and parking lots.

The Public Works Department shall determine which sidewalk, driveways and parking lots need to be 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.

8.20.212 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.

8.20.240 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 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 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 28th day of April, 2025.

PASSED AND APPROVED ON SECOND READING this 12th day of May, 2025.

PASSED, APPROVED AND ADOPTED ON THIRD AND FINAL READING this 27th day of May, 2025.

/s/Kim Pexton, Mayor **Attest:** /s/Sonya Ortega, City Clerk Published: June 4, 2025 Douglas Budget



Agenda Item Report

City Council – May 27, 2025

Item

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

Responsible Staff Contact

Recommendation

Remove Ordinance 1052 and approve on third and final reading, as presented.

Executive Summary

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

May 27 Update: No changes.

Background

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

Budget/Fiscal Impact

Action Requested/Recommended Motion

Remove Ordinance 1052 and approve on third and final reading, as presented.

Attachments

1. ORD 1052 Nuisance Penalties DRAFT - 3rd Reading
2. ORD 1052 Nuisance Penalties Final- 3rd Reading - Municode

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 28th day of April, 2025.

PASSED AND APPROVED ON SECOND READING this 12th day of May, 2025.

PASSED, APPROVED AND ADOPTED ON THIRD AND FINAL READING this 27th day of May, 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

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 28th day of April, 2025.

PASSED AND APPROVED ON SECOND READING this 12th day of May, 2025.

PASSED, APPROVED AND ADOPTED ON THIRD AND FINAL READING this 27th day of May, 2025.

/s/Kim Pexton, Mayor **Attest:** /s/Sonya Ortega, City Clerk

Published: June 4, 2025, Douglas Budget



Agenda Item Report City Council – May 27, 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, Third Reading

Responsible Staff Contact

Clara Chaffin

Recommendation

Approve Ordinance 1054 on third and final 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.

May 27 Update: No changes.

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 third and final reading as presented.

Attachments

1. ORD 1054 Shipping Containers as Storage Facilities DRAFT - 3rd Reading
2. ORD 1054 Shipping Containers as Storage Facilities Final - 3rd Reading -
Municode

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 to read:

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 6.42

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 28th day of April, 2025.

PASSED AND APPROVED ON SECOND READING this 12th day of May, 2025.

PASSED, APPROVED AND ADOPTED ON THIRD AND FINAL READING this 27th day of May, 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

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 to read:

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 6.42

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 28th day of April, 2025.

PASSED AND APPROVED ON SECOND READING this 12th day of May, 2025.

PASSED, APPROVED AND ADOPTED ON THIRD AND FINAL READING this 27th day of May, 2025.

/s/Kim Pexton, Mayor **Attest:** /s/Sonya Ortega, City Clerk Published: June 4, 2025, Douglas Budget

Proclamation

WHEREAS, we firmly believe that the values of compassion, empathy, and community support are the foundation of a united harmonious society and fosters connections that transcend differences; and

WHEREAS, the strength and prosperity of our cities, towns, and villages are based in the selflessness of its residents to serve and uplift one another; and

WHEREAS, we acknowledge the profound impact that can be achieved when we extend a helping hand to our neighbors, especially those of diverse backgrounds and lifting them up and collectively working to improve lives; and

WHEREAS, we nurture a culture of giving within our cities, emphasizing that volunteerism is not just a duty but a source of personal fulfillment and community strength; and as we work side by side with and learn from each other, mutual understanding increases, misconceptions can be corrected, and new friendships are built; and

WHEREAS, we urge all citizens to care for one another, volunteer, and engage in acts of service and kindness that contribute to our city's betterment and its inhabitants' well-being, regardless of background or belief; and

WHEREAS, the City of Douglas has joined a growing list of supporters, including the President of the National League of Cities and hundreds of leaders to date, in making a commitment to volunteerism; and

NOW, THEREFORE, I, Kim Pexton, Mayor of the City of Douglas, Wyoming, do hereby proclaim that the City of Douglas commits to promoting volunteerism, including leveraging JustServe.org and Main Street Douglas' Serve Douglas, to make it easier for residents to find and engage in volunteer opportunities and will regularly acknowledge and celebrate the contributions of volunteers.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official Seal of the City of Douglas, Wyoming, to be affixed this 27th day of May, 2025.

ATTEST:

Kim Pexton, Mayor

Sonya Ortega, City Clerk



Agenda Item Report City Council – May 27, 2025

Item

Resolution No. 2025-15: A Resolution Authorizing a Conditional Use Permit to First Northern Bank for the Installation of an Electronic Message Board Sign in a B-1 Local Business Zone at 800 S. 4th Street (Original Town Of Douglas, Block 63, Lot 15).

Responsible Staff Contact

Heidi McCullough

Recommendation

Recommend approval of Resolution No. 2025-15 as presented.

Executive Summary

The Community Development Department received an application for a conditional use permit to allow for the installation of two (2) electronic message display signs in a B-1 Local Business zone at 101 N 4th Street.

STAFF ANALYSIS: The signage is proposed as part of the new development of the First Northern Bank. Electronic Message Display Signs are allowed in a B-1 Local Business Zone as a conditional use.

There are several mitigating issues in the Douglas Municipal Code to consider in reviewing this application.

1. Signage in a B-1 Local Business Zone is limited to a maximum area of four hundred (400) square feet, unless otherwise allowed by the City Council. The proposed signs are approximately seventy-two (72) square feet.
2. Electronic Message displays are required to meet all of the conditions enumerated in the staff recommendation.

The proposed location of the message sign is within the zone setbacks on the southeast corner of the property, providing good visibility to area pedestrian and vehicle traffic. The proposed sign meets all height requirements.

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. 2025-15 as presented.

Attachments

1. Resolution 2025-15 First Northern Bank EMD
2. CNCLStaffReport_CUP 02-25_800 S 4th Street
3. Sign Design
4. Site Plan

RESOLUTION NO. 2025-15

A RESOLUTION AUTHORIZING A CONDITIONAL USE PERMIT TO FIRST NORTHERN BANK FOR THE
INSTALLATION OF AN ELECTRONIC MESSAGE BOARD SIGN IN A B-1 LOCAL BUSINESS ZONE AT
800 S. 4TH STREET (ORIGINAL TOWN OF DOUGLAS, BLOCK 63, LOT 15).

WHEREAS, First Northern Bank wishes to install an electronic message board sign at 800 S. 4th Street; and

WHEREAS, the message board sign would be utilized to provide information regarding products and services provided by First Northern Bank; and

WHEREAS, the proposed use adheres to the Douglas Municipal Code, pertaining to the allowance of conditional use permits in a B-1 Local Business Zone for electronic message board signs; and

WHEREAS, the Douglas Municipal Code requires the proposed use obtain prior approval by the City Council as part of the conditional use permit review and approval process; and

WHEREAS, the Community Development staff and the Douglas Planning and Zoning Commission have reviewed the application to ensure that it shall have no adverse impact on 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 May 19, 2025, where there was no public opposition to the application; and the Planning and Zoning Commission voted unanimously to recommend approval of the application to the Douglas City Council; and

WHEREAS, the following conditions are recommended by City staff and the Planning and Zoning Commission, as stated in the Unified Land Development Code of the Douglas Municipal Code:

1. The sign may not exceed the proposed seventy-two (72) square feet for the electronic message display.
2. Each message on an electronic message display shall be displayed for at least four (4) to eight (8) seconds.
3. The transition between messages display shall be instantaneous. Transitional effects shall be limited to instant (slideshow), fade, dissolve, circle out, diamond out, jaws, zoom, wipe left, wipe right, scroll, and travel.
4. The electronic message display shall be equipped with technology that automatically dims the electronic message displays according to ambient light conditions to a luminance or nighttime brightness level of up to five hundred (500) NIT, which will result in a reduction of display brightness between five (5) percent and twenty-five (25) percent, depending on the resolution of the sign. Documentation shall be provided from the sign manufacturer which verifies compliance with auto dimming and brightness requirements.
5. The electronic message display shall be equipped with the ability to be shut off within twenty-four (24) hours of malfunctioning. Signs under repair shall be shut off.

WHEREAS, Municipal Code requires that all conditional use permits be approved by the City Council.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DOUGLAS, WYOMING, that First Northern Bank is granted a conditional use permit to allow for the installation of an electronic message board sign in a B-1 Local Business Zone At 800 S. 4th Street (Original Town of Douglas, Block 63, Lot 15).

PASSED, APPROVED, AND ADOPTED this 27th day of May 2025.

Kim Pexton, Mayor

Attest:

Sonya Ortega, City Clerk

**DOUGLAS CITY COUNCIL
STAFF REPORT
MAY 27, 2025**

**800 S 4TH STREET
ELECTRONIC MESSAGE SIGN – CONDITIONAL USE PERMIT**

CASE NUMBER: CUP 02-25

PREPARED BY: Heidi McCullough, Planning Technician

MEETING DATES: May 19, 2025 – Planning Commission
May 27, 2025 – City Council

REQUEST: Conditional Use Permit, B-1 Local Business Zone

PURPOSE: To install two (2) electronic message board signs.

RECOMMENDATION: The Community Development Department recommends approval of this conditional use permit to allow for the installation of two (2) electronic message display signs in a B-1 Local Business zone at 101 N 4th Street with staff recommendations.

VICINITY MAP:



OWNER: First Northern Bank of Wyoming
P.O. Box 1510
Douglas, WY 82633

LOCATION:

- (1) Legal Description: Original Town of Douglas, Lot 15, Block 63
- (2) General Location: The subject property is on the west corner of the intersection of South 4th Street and East Richards Street
- (3) Address: 800 S. 4th Street

SIZE: 1.09 Acres

ZONING: B-1 Local Business



ZONING DATA: The property is currently zoned B-1, Local Business Zoning District, which is intended to *provide for a broad range of retail and service functions.*

Council approval of a conditional use permit for this type of sign is a requirement of the Unified Land Development Code, due to its possible impact on neighboring properties or as a distraction to vehicle traffic.

EXISTING LAND USE: Bank

PROPOSED USE: Same

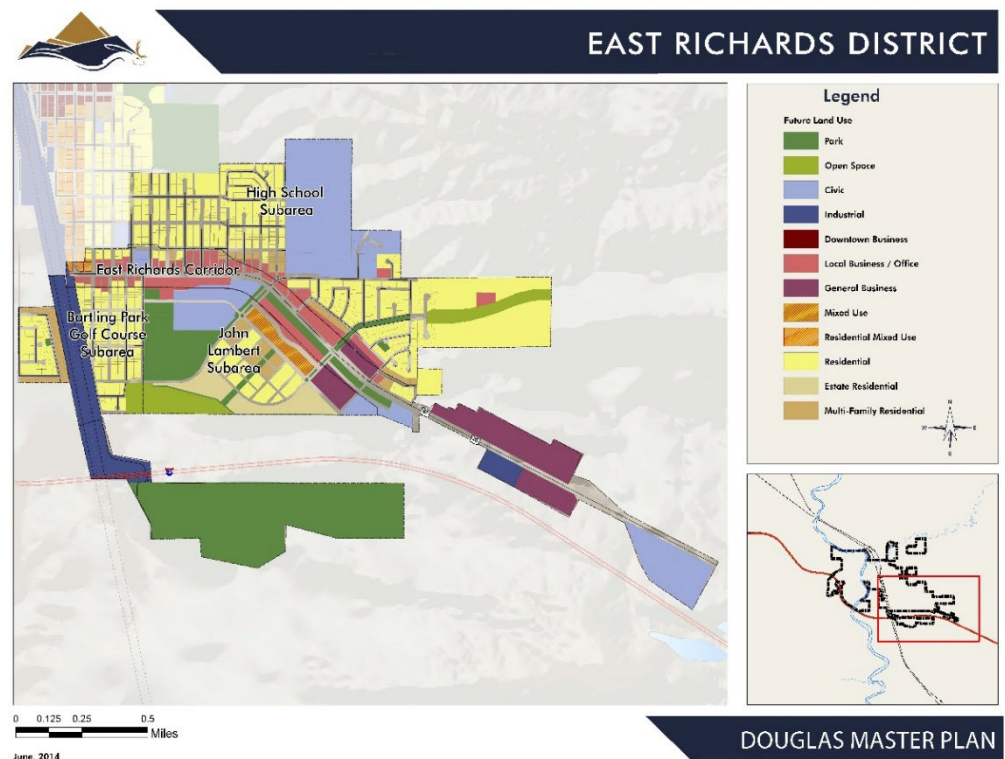
SURROUNDING LAND USE:	ZONING	ANNEXATION STATUS
North: Commercial Office Space	B-1	City
South: Church and Railroad	B-2	City
East: Commercial Retail	B-1	City
West: Railroad	GRN	City

DESCRIPTION OF SITE: The site is highly visible, located at a primary intersection of the community located on the northwest corner of the intersection of East Richards Street and North 4th Street.

2014 MASTER PLAN:

The Douglas Master Plan designates this property's location as being in the East Richards Corridor Subarea of the East Richards.

"The East Richards Area serves as the southern entryway to the Douglas. The area includes an eclectic mix of highway commercial, residential neighborhoods, civic uses, parks and large areas of vacant lands." The proposed use of this property conforms to the future land use designation."



This request conforms with the Douglas Master Plan.

STAFF ANALYSIS: The signage is proposed as part of the new development of the First Northern Bank. Electronic Message Display Signs are allowed in a B-1 Local Business Zone as a conditional use.

There are several mitigating issues in the Douglas Municipal Code to consider in reviewing this application.

1. Signage in a B-1 Local Business Zone is limited to a maximum area of four hundred (400) square feet, unless otherwise allowed by the City Council. The proposed signs are

approximately seventy-two (72) square feet.

2. Electronic Message displays are required to meet all of the conditions enumerated in the staff recommendation.

The proposed location of the message sign is within the zone setbacks on the southeast corner of the property, providing good visibility to area pedestrian and vehicle traffic.

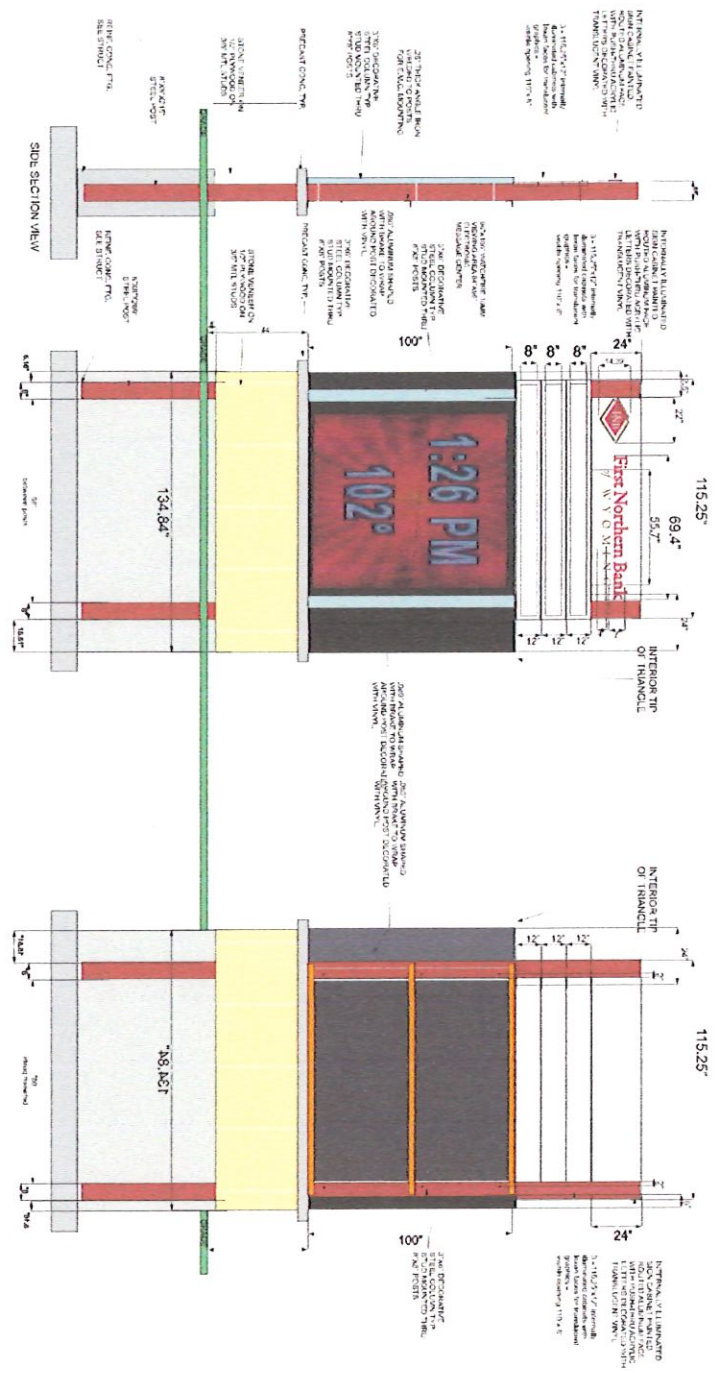
The proposed sign meets all height requirements.

STAFF RECOMMENDATION: The Community Development Department recommends approval of the request for a conditional use permit to allow the installation of an electronic message board sign at the subject property with the following conditions:

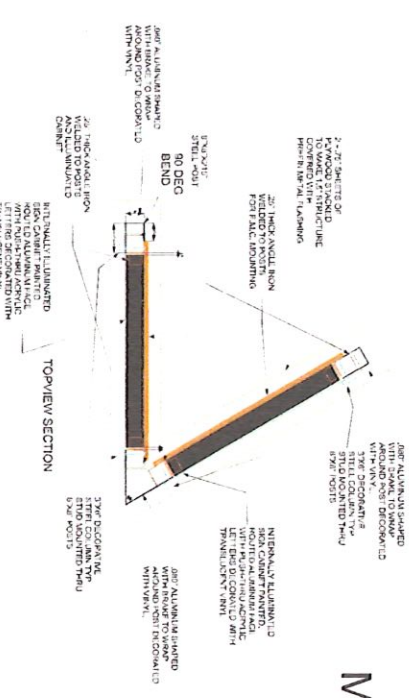
1. The signs may not exceed the proposed 72 square feet for the electronic message display.
2. Each message on an electronic message display shall be displayed for at least four (4) to eight (8) seconds.
3. The transition between messages display shall be instantaneous. Transitional effects shall be limited to instant (slideshow), fade, dissolve, circle out, diamond out, jaws, zoom, wipe left, wipe right, scroll, and travel.
4. The electronic message display shall be equipped with technology that automatically dims the electronic message displays according to ambient light conditions to a luminance or nighttime brightness level of up to five hundred (500) NIT, which will result in a reduction of display brightness between five (5) percent and twenty-five (25) percent, depending on the resolution of the sign. Documentation shall be provided from the sign manufacturer which verifies compliance with auto dimming and brightness requirements.
5. The electronic message display shall be equipped with the ability to be shut off within twenty-four (24) hours of malfunctioning. Signs under repair shall be shut off.

PLANNING & ZONING COMMISSION RECOMMENDATION: At their regular meeting on May 19th, 2025, the Douglas Planning and Zoning Commission unanimously voted to recommend approval of a conditional use permit to allow the installation of an electronic message board sign at the subject property with the following conditions:

1. The signs may not exceed the proposed 72 square feet for the electronic message display.
2. Each message on an electronic message display shall be displayed for at least four (4) to eight (8) seconds.
3. The transition between messages display shall be instantaneous. Transitional effects shall be limited to instant (slideshow), fade, dissolve, circle out, diamond out, jaws, zoom, wipe left, wipe right, scroll, and travel.
4. The electronic message display shall be equipped with technology that automatically dims the electronic message displays according to ambient light conditions to a luminance or nighttime brightness level of up to five hundred (500) NIT, which will result in a reduction of display brightness between five (5) percent and twenty-five (25) percent, depending on the resolution of the sign. Documentation shall be provided from the sign manufacturer which verifies compliance with auto dimming and brightness requirements.
5. The electronic message display shall be equipped with the ability to be shut off within twenty-four (24) hours of malfunctioning. Signs under repair shall be shut off.



Monument Option 2



Customer Approval _____ Date _____

Please check for accuracy and spelling errors. If errors are found, please note changes needing to be made. And remit back.

DISCLAIMER: The above design plans are the property of Western Sign & Design, LLC, and are presented here for the sole purpose of purchasing these plans or a sign or decals manufactured from these plans. It is forbidden to distribute these plans to anyone other than employees of your company who prior written consent from Western Sign & Design LLC. Usage of these design plans is expressly forbidden. Unauthorized usage of these designs who prior written consent from Western Sign & Design LLC will result in the charge of \$ 5,000 per sheet for reimbursement of time and effort.

Sales Rep:

Designer:

SOF:

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4881 Highway St. Mills, WY 82604
307.234.5029 • www.westernsignnyo.com

Sign Type:	Qty:
Size:	
Overall:	
Letters:	
Depth:	

Notes:

Color Key:

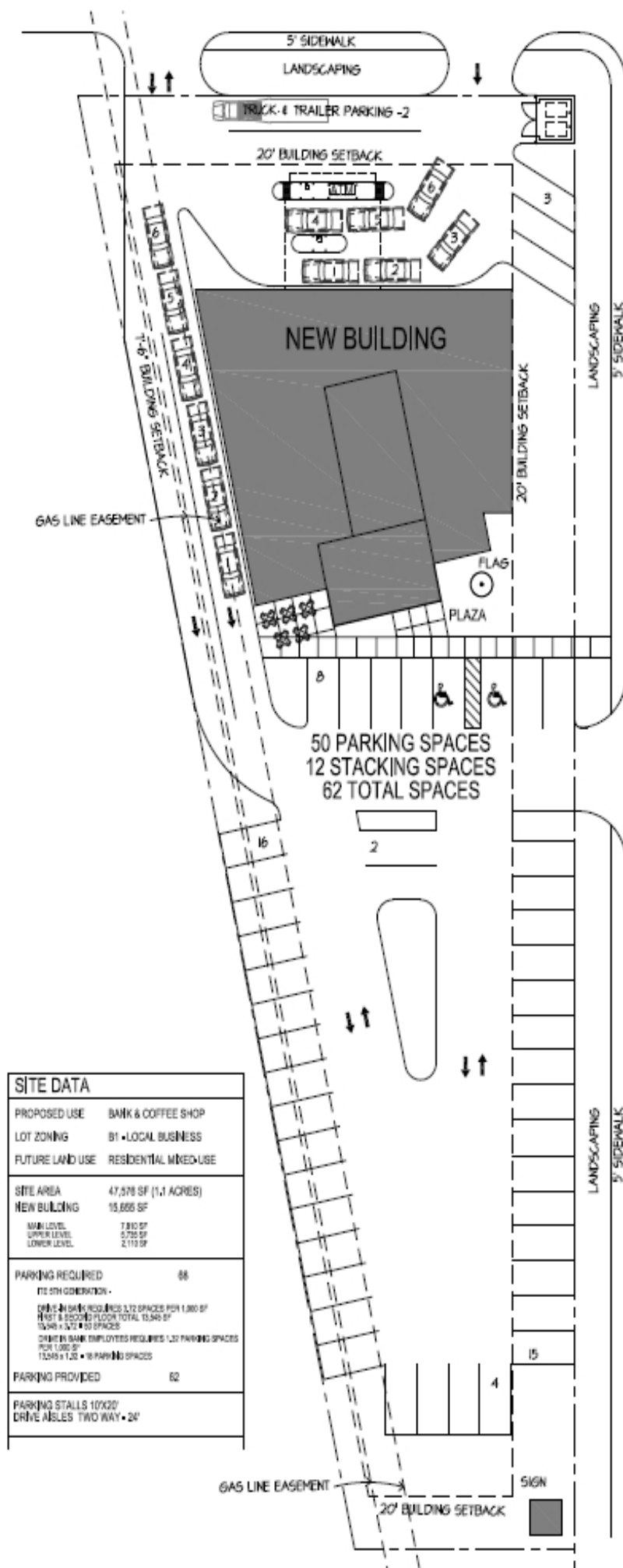
Original Sent
2.10.25
Revisions:
3.11.25

Install Type:

Install Location:
Douglas Branch

Address:

Page Number 1/1
Customer:
First Northern Bank



SITE DATA	
PROPOSED USE	BANK & COFFEE SHOP
LOT ZONING	B1 • LOCAL BUSINESS
FUTURE LAND USE	RESIDENTIAL MIXED-USE
SITE AREA	47,578 SF (1.1 ACRES)
NEW BUILDING	15,666 SF
MAIN LEVEL	7,810 SF
UPPER LEVEL	5,735 SF
LOWER LEVEL	2,119 SF
PARKING REQUIRED	66
ITS CITY ORDINANCE •	
DRIVE-IN BANK REQUIRES 3.12 SPACES FOR 1,000 SF	
FIRST & SECOND FLOOR TOTAL 15,666 SF	
15,666 ÷ 3.12 = 50 SPACES	
DRIVE-IN BANK EMPLOYEES REQUIRES 1.25 PARKING SPACES FOR 1,000 SF	
15,666 ÷ 1.25 = 12 PARKING SPACES	
PARKING PROVIDED	62
PARKING STALLS 10'X20'	
DRIVE AISLES TWO-WAY • 24'	



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Minneapolis Bloomington

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Tel: 952.278.8880

PROJECT



FIRST NORTHERN BANK

DOUGLAS, WYOMING

ISSUED SET DESIGN MEETING #1 - 07/10/23

REVISIONS

DATE NO.

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION, AND THAT I AM A DULY LICENSED ARCHITECT UNDER THE LAWS OF THE STATE OF WYOMING

DATE

DATE

PROPOSED SITE PLAN

DRAWN BY: TBM, DGA CHECKED BY: JP

A1.1

2/11/18
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Agenda Item Report City Council – May 27, 2025

Item

Resolution No. 2025-16: A Resolution Of The City Council Of The City Of Douglas, Wyoming, Formally Establishing And Naming "Douglas Mountain Park" As A Natural City Park For Outdoor Recreation At 901 Center Street, Generally Situated Directly East Of The Intersection Of Center Street And North 9th Street

Responsible Staff Contact

JD Cox

Recommendation

Executive Summary

Staff recommends the formal establishment and naming of ***Douglas Mountain Park*** as a natural outdoor recreation park within the City of Douglas. This resolution affirms the City's intent to designate this site as an official City park and reflects the City's commitment to outdoor recreation, quality of life, and long-term community and economic vitality. The project is the result of a collaborative effort between the City of Douglas and the Outdoor Enthusiasts of Converse County (OECC), with the City providing funding and OECC leading construction, coordination, and advocacy.

Background

The City of Douglas continues to advance its strategic goal of enhancing quality of life through investment in recreational opportunities for residents of all ages. At the same time, **the City's highest priority remains water conservation and long-term water sustainability**. This project aligns closely with both goals. By establishing *Douglas Mountain Park* as a designated City park focused on natural, low-impact, and waterwise recreation, the City demonstrates its commitment to expanding public access to outdoor spaces without placing additional strain on limited water resources.

This park is being developed as a "**natural outdoor recreation area**," consistent with emerging trends in **rewilding**—a global movement focused on returning people to nature, reconnecting communities with natural landscapes, and designing outdoor spaces that emphasize ecological value, natural terrain, and sustainable recreation. *Douglas Mountain Park* is envisioned as a place where residents and visitors can enjoy the rugged terrain of Wyoming in its most authentic form, without artificial landscaping or high water use.

The **Outdoor Enthusiasts of Converse County (OECC)** has been a driving force behind this project, coordinating trail construction and managing contractors on City-owned land. With financial support from both the City and Converse County, OECC has helped bring this vision to life—creating a model for community-led, city-supported outdoor development.

Located entirely within city limits, the trail system is designed to be **mountain bike-optimized and accessible to users of all skill levels**. It is a year-round amenity that reflects both environmental stewardship and recreational innovation, offering an experience unique to the region and entirely consistent with the City’s water conservation goals.

This project also advances broader economic and tourism goals. As an outdoor destination, *Douglas Mountain Park* enhances the City’s appeal to visitors and outdoor enthusiasts and contributes to a statewide network of nature-based recreation that supports Wyoming’s tourism economy.

The property is currently zoned **R-1 Neighborhood Residential and R-2 Medium Density Residential**, which permit open space, park, and playground uses; however, the City intends to rezone the site to **“GRN Green Space”** to more accurately reflect its long-term public use and character as a natural park and recreational area.

While the public will be invited to explore portions of the trail system during an informal "sneak peak" by OECC on May 31, **the official dedication of the park will occur at a later date**, once the trailhead and related amenities are fully complete. That future event will include a permanent dedication plaque and formal community recognition of all who helped bring this vision to reality.

LOCATION:

Douglas Mountain Park is located at **901 Center Street**, generally situated directly east of the intersection of Center Street and North 9th Street. The legal description is: *A portion of the SE1/4 NE1/4 of Section 9, Township 32, Range 71, and a portion of the SE1/4 of the SW1/4 NE1/4 of Section 9, Township 32, Range 71.*

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

Adopt the resolution naming and designating *Douglas Mountain Park* as a City park and authorize follow-up actions, including a zoning review for land use consistency, public signage, and coordination with OECC and community partners on both near-term events and long-term park development.

Attachments

1. Resolution 2025-16 Establishing Douglas Mountain Park

RESOLUTION NO. 2025-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DOUGLAS, WYOMING, FORMALLY ESTABLISHING AND NAMING “DOUGLAS MOUNTAIN PARK” AS A NATURAL CITY PARK FOR OUTDOOR RECREATION AT 901 CENTER STREET, GENERALLY SITUATED DIRECTLY EAST OF THE INTERSECTION OF CENTER STREET AND NORTH 9TH STREET.

WHEREAS, the City of Douglas has identified **water conservation as its highest strategic priority**, while also recognizing **Quality of Life Improvement as one of its Top 7 Priorities**, including access to outdoor recreation for residents of all ages; and

WHEREAS, the City owns property located within municipal boundaries that is currently being developed with a multi-use trail system and planned trailhead improvements, using City funds and through a strong public partnership with the Outdoor Enthusiasts of Converse County (OECC); and

WHEREAS, OECC has led construction and coordination efforts on this land, with project support from Converse County, to create an exemplary, mountain bike-optimized trail system accessible to users of all abilities and aligned with the City's waterwise recreation goals; and

WHEREAS, the site has been envisioned not only as an official City park but also as a **natural outdoor recreation area**, consistent with contemporary **rewilding** principles that reconnect people with authentic, undeveloped outdoor environments; and

WHEREAS, the City Council of Douglas finds it in the best interest of the community to formally establish and name this site for public use and future stewardship;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DOUGAS, WYOMING,

1. The site located at **901 Center Street**, generally situated directly east of the intersection of Center Street and North 9th Street, and more particularly described as: A portion of the SE1/4 NE1/4 of Section 9, Township 32, Range 71 and a portion of the SE1/4 of the SW1/4 NE1/4 of Section 9, Township 32, Range 71, is hereby formally **established as a City park** and shall be known as **Douglas Mountain Park**.
2. Douglas Mountain Park is hereby designated as a **natural park**—a rugged, minimally developed outdoor recreation area consistent with rewilding principles, and intended to offer low-impact, waterwise recreation experiences for residents and visitors of all ages.
3. The City affirms its commitment to supporting this project, coordinating future improvements including the trailhead, and working with OECC and other partners in stewardship and public engagement.
4. The formal **dedication** of Douglas Mountain Park will occur at a later date, upon completion of the trailhead and related amenities, at which time a dedication ceremony and permanent commemorative plaque will be installed.
5. The City Manager will continue to coordinate necessary follow-up actions including zoning consistency review, signage, and long-term trail planning in partnership with OECC.

PASSED, APPROVED, AND ADOPTED this 27th day of May, 2025.

Kim Pexton, Mayor

Attest:

Sonya Ortega, City Clerk



Agenda Item Report

City Council – May 27, 2025

Item

Bid Award: Wastewater Treatment Plant Air Header Replacement Project

Responsible Staff Contact

Josh Oberlander, John Harbarger

Recommendation

Accept the bid from WyoDak Energy Services LLC in the amount of \$769,370.67 for the Wastewater Treatment Plant Air Header Replacement Project and authorize the City Manager to sign all associated documents.

Executive Summary

This project consists of replacing 45+ year old 12" and 16" steel pipe that supplies air to the two aerated lagoons at the Wastewater Treatment Plant.

Background

For the last several years, multiple leaks have been identified and repaired on these lines. During the repairs, it has been noted that the piping has corroded and is so thin the pipe can be pushed out of round by hand. This project will replace these pipes that have reached the end of their service life. When the new piping is installed, a higher quality coating will be used, in conjunction with a passive cathodic protection system that will increase the service life of the newly installed piping system. Conduct will also be laid with this project which will facilitate the ease of installation for the next phase of upgrades at the facility, which are process control meters to provide real time water quality data to ensure the best efficiency of treatment at the wastewater plant. A budget amendment will not be required and the total project cost is included in the 2526 budget year (\$867,000) available in the budget for construction and construction management.

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 Public Works/Sewer Treatment
Project/Line Item(s) 32-5xxx-6544
Budgeted Amount \$475,000
Anticipated Amount \$769,370.67 plus construction oversight

Action Requested/Recommended Motion

Accept the bid from WyoDak Energy Services LLC in the amount of \$769,370.67 for the Wastewater Treatment Plant Air Header Replacement Project and authorize the City Manager to sign all associated documents.

Attachments

1. Bid Tabulation-1
2. Notice to Proceed
3. Recommendation for Award-1
4. Standard Agreement
5. Notice to Award-1
6. WyoDak Energy Services Bid

BID TABULATION
CITY OF DOUGLAS WWTP AIR HEADERS REPLACEMENT PROJECT

Bid Date: May 8th 2025 @ 11:00 AM MDT

Contractor shall furnish and install items as shown on the Drawings or called for in the Specifications. All costs not included in this schedule that are necessary to provide a complete, functional project as depicted in the Drawings and Specifications are to be considered incidental and merged with the costs of other related items. The following is a list of abbreviations for this bid schedule.

LS = Lump Sum	EA = Each	LF = Linear Feet	AC = Acre
SY = Square Yard	SF = Square Foot	CY = Cubic Yard	Ton = Ton

Schedule A				WYODAK ENERGY SERVICES, LLC		LOENBRO, LLC		WAYNE COLEMAN CONSTRUCTION, INC	
Item	Description	Unit	Quantity	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
A1	Mobilization and Bonds	LS	1	\$37,545.04	\$37,545.04	\$75,000.00	\$75,000.00	\$80,407.00	\$80,407.00
A2	Earthwork	CY	5000	\$14.61	\$73,050.00	\$16.20	\$81,000.00	\$13.10	\$65,500.00
A3	2-inch Schedule 80 Conduit with Pull Rope	LF	3650	\$6.71	\$24,491.50	\$11.00	\$40,150.00	\$16.00	\$58,400.00
A4	34x20x10 NEMA 4 Enclosure Junction Box	EA	7	\$3,356.92	\$23,498.44	\$4,850.00	\$33,950.00	\$7,500.00	\$52,500.00
A4.1	Temporary Air Makeup	LS	1	\$31,587.16	\$31,587.16	\$34,750.00	\$34,750.00	\$25,000.00	\$25,000.00
A5	12-inch Welded Steel Pipe	LF	1900	\$136.55	\$259,445.00	\$98.76	\$187,644.00	\$120.50	\$228,950.00
A6	12-inch Steel Fittings	EA	25	\$1,248.04	\$31,201.00	\$2,565.00	\$64,125.00	\$5,100.00	\$127,500.00
A7	16-inch Welded Steel Pipe	EA	10	\$1,351.07	\$13,510.70	\$594.00	\$5,940.00	\$2,000.00	\$20,000.00
A8	16-inch Steel Fittings	EA	1	\$3,423.32	\$3,423.32	\$4,400.00	\$4,400.00	\$14,500.00	\$14,500.00
A9	Connect to Existing Air Headers	EA	2	\$4,317.57	\$8,635.14	\$11,250.00	\$22,500.00	\$10,000.00	\$20,000.00
A10	Connect to Existing Air Lateral Valve Assemblies	EA	21	\$2,463.95	\$51,742.95	\$5,200.00	\$109,200.00	\$6,450.00	\$135,450.00
A11	6-inch Vortex Flow Meters	EA	2	\$21,525.77	\$43,051.54	\$14,650.00	\$29,300.00	\$23,000.00	\$46,000.00
A12	Mechanical Piping Modifications	LS	1	\$51,212.01	\$51,212.01	\$58,335.00	\$58,335.00	\$31,500.00	\$31,500.00
A13	Chain Link Fencing with Security Top	LF	1150	\$72.26	\$83,099.00	\$57.00	\$65,550.00	\$54.00	\$62,100.00
A14	Seeding and Mulching	LS	1	\$8,877.87	\$8,877.87	\$45,000.00	\$45,000.00	\$24,500.00	\$24,500.00
A15	Force Account	FA	25000	\$1.00	\$25,000.00	\$1.00	\$25,000.00	\$1.00	\$25,000.00
Total Cost Estimate					\$769,370.67		\$881,844.00		\$1,017,307.00

NOTICE TO PROCEED

Dated _____

TO: WyoDak Energy Services, LLC
(CONTRACTOR)

ADDRESS: PO Box 867
Buffalo, WY 82834

PROJECT: Wastewater Treatment Plant Air Header Replacemet Project

OWNER's CONTRACT NO. 24-050

CONTRACT FOR: Same as Project
(Insert name of Contract as it appears in the Bidding Documents)

You are notified that the Contract Times under the above contract will commence to run on _____
2025. By that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 3 of the Agreement, all work associated with the Bid Schedule shall be substantially complete by October 31st, 2025; complete and ready for final payment by November 15th, 2025.

Before you may start any Work at the site, paragraph 2.7 of the General Conditions provides that you and Owner must each deliver to the other (with copies to ENGINEER and other identified additional insureds) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

Also before you may start any Work at the site, you must (add other requirements)

City of Douglas

(OWNER)

By: _____
(AUTHORIZED SIGNATURE)

(TITLE)

ACCEPTANCE OF AWARD

By: _____
(CONTRACTOR)

(AUTHORIZED SIGNATURE)

(TITLE)

(DATE)



05-19-2025

JD Cox, City Manager
City of Douglas
P.O. Box 1030
Douglas, Wyoming 82633

Re: Recommendation of Award – WWTP Air Headers Replacement Project

Dear Mr. Cox:

Bids were received for the WWTP Air Headers Replacement Project on May 8th, 2025 at 11:00 AM MDT. A total of three (3) were received ranging in price from \$769,370.67 to \$1,017,307.00 for the Total Base Bid. A detailed breakdown of the bids is provided in the enclosed bid tabulation. The low bidder was WyoDak Energy Services, LLC with a total base bid of \$769,370.67. There were no alternate bid items on this project. The engineer's estimate for this project was \$669,450.00.

We have thoroughly reviewed the bid provided by WyoDak Energy Services, LLC. The bid was accurate and complete. There are no discrepancies in their bid and the documents were completed properly. CEPI recommends award of the contract for the WWTP Air Headers Replacement Project to WyoDak Energy Services, LLC in the full amount of \$769,370.67

Please feel free to contact me if you have any questions or concerns.

Sincerely,
Civil Engineering Professionals, Inc.

A handwritten signature in blue ink that reads 'Nick Larsen'.

Nick Larsen, P.E.

Cc: John Harbarger, Public Works Director
Enc.

STANDARD FORM OF
AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is made between the City of Douglas, hereinafter referred to as the "Owner," and WyoDaK Energy Services, LLC, hereinafter referred to as the "Contractor."

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the completion of the City of Douglas – Wastewater Treatment Plant Air Header Replacemet Project.

ARTICLE 2. ENGINEER.

The Project has been designed by Civil Engineering Professionals, Inc., who is hereinafter referred to as the "Engineer" and who is to act as Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME.

- 3.1 Substantial Completion shall include all Work required to make the project operational for its intended use plus all paving and concrete work associated with the street, curb and gutter.
- 3.2 All Work will be substantially complete by October 31st, 2025 and completed and ready for final payment in accordance with Paragraph 14.13 of the General Conditions by November 15th, 2025. The Work at each site must be Substantially Complete within the consecutive calendar days stipulated herein or Liquidated Damages will commence on the first day following the completion deadline stipulated.
- 3.3 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not substantially complete by the times specified in Paragraph 3.2 above, plus any extension thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner One-Thousand Dollars (\$1,000.00) for each day that expires after any of the times specified in Paragraph 3.2 for substantial completion. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual damages.

- 3.4 After Substantial Completion, if Contractor neglects, refuses, or fails to complete the remaining Work within the Contract Times or any proper Owner-granted extension thereof, Contractor shall pay Owner Five-Hundred Dollars (\$500.00) for each day that expires after the time specified herein for final completion.

ARTICLE 4. CONTRACT PRICE.

In Consideration of the performance of the work in accordance with the Contract documents for this Unit Price Contract, Owner shall pay Contractor in current funds a not-to-exceed total contract price of seven hundred sixty nine thousand three hundred seventy dollars and sixty seven cents (\$769,370.67), subject to additions and deductions by Change Order approved by the Owner. The contract fee shall be based on materials actually furnished and installed and services actually provided based on the unit prices contained in the Bid Form and Itemized Bid Schedule, included as Exhibit "A" (pages BF-1 through BF-4 Bid Form and BS-1 through BS-2, Bid Schedule A) and by this reference made a part of this Agreement.

ARTICLE 5. PAYMENT PROCEDURES.

Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed through the Engineer as provided in the General Conditions.

- 5.1 Progress Payments. Owner shall make progress payments on the basis of Contractor's Applications for Payment as recommended by Engineer, on or about the 25th day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values provided for in Paragraph 14.1 of the General Conditions, subject to the cutoff and submittal dates provided in the General Provisions.
- 5.1.1 Progress Payments will be made in an amount equal to ninety-five percent (95%) of the work completed, and ninety-five percent (95%) of Invoice Cost of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made in order to withhold such amounts where retainage is equal to five percent (5%) of any work completed throughout the project and of the Total Contract Price.
- 5.1.2 In the event the Contractor makes only one application for payment upon substantially completing the Work, progress payment will be made in an amount equal to ninety-five percent (95%) of the Work completed. Owner shall withhold five percent (5%) of the work completed as retainage, said retainage to be paid in accordance with the provisions of Paragraph 5.3, Final Payment.

- 5.2 OWNER may withhold progress payments if CONTRACTOR fails to submit an updated progress schedule with the application for payment as detailed in Section 01310 Progress Schedules.
- 5.3 Final Payment. Upon final completion and acceptance of the Work in accordance with Paragraph 14.13 of the General Conditions, Engineer shall recommend payment and present Contractor's Final Application for Payment to the City. Pursuant to Wyoming State Statutes, final payment cannot be made until forty-one (41) days after publication of the first Notice of Completion.

ARTICLE 6. WITHHELD FUNDS.

Pursuant to Wyoming Statutes Section 16-6-701 et seq., withheld funds equal to no more than five percent (5%) of the calculated value of any work completed for Contracts will be retained in an account in the name of the Contractor (except when specifically waived in writing by Contractor) which has been assigned to the Owner until the Contract is completely, satisfactorily, and finally accepted by the Owner. Unless a depository is designated by the Contractor in a written attachment hereto, the Contractor's signature hereon shall act as authority for the Owner to designate a retainage depository on behalf of the Contractor, for the purposes specified in Wyoming Statutes Section 16-6-704. The Contractor's signature hereon shall act as an assignment of the depository account to the Owner, as provided by Wyoming Statutes Section 16-6-701 et seq., whether the depository is designated by the Contractor or by the Owner.

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- 7.1 Contractor has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state, and local Laws and Regulations that in any manner may affect cost, progress, or performance of the Work.
- 7.2 Contractor has studied carefully all reports of investigations and test of subsurface and latent physical conditions at the site or otherwise affecting cost, progress, or performance of the work which were relied upon by Engineer in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.
- 7.3 Contractor has made or caused to be made examinations, investigations, and test and studies as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports, or similar data are or will be required by Contractor for such purposes.

- 7.4 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract Documents.
- 7.5 Contractor has given Engineer written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.
- 7.6 Contractor certifies that materials containing asbestos will not be used for this project without prior written approval by the Owner.

ARTICLE 8. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between Owner and Contractor are attached to this Agreement, made a part hereof and consist of the following:

- 8.1 This Agreement (Pages SFA-1 to SFA-5, inclusive).
- 8.2 Exhibit "A" - Bid Form.
- 8.3 Joint Account Agreement or Letter of Forfeiture waiving same.
- 8.4 Addenda No. 2.
- 8.5 Performance and Payment Bonds.
- 8.6 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.7 Notice of Award.
- 8.8 Notice to Proceed.
- 8.9 General Conditions (Pages 1 to 42, inclusive).
- 8.10 Supplementary Conditions (Pages SSC-1 to SSC-15, inclusive).
- 8.11 Technical Specifications.
- 8.12 Contract Drawings, consisting of eleven sheets, with each sheet bearing the following general title: City of Douglas – Wastewater Treatment Plant Air Header Replacemet Project.

8.13 Any modifications, amendments, and supplements, including Change Orders, issued pursuant to Paragraphs 3.4 and 3.5 of the General Conditions, on or after the effective date of this Agreement.

8.14 Notices of Substantial Completion.

ARTICLE 9. GOVERNMENTAL CLAIMS ACT

The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et.seq. The City specifically reserves the right to assert any and all immunities, rights, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

ARTICLE 10. MISCELLANEOUS PROVISIONS.

Terms used in this Agreement, which are defined in the General Conditions, shall have the meanings designated in those conditions.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in one (1) original copy on the day and year first above written.

DATED this _____ day of _____, 2025.

CONTRACTOR:

ATTEST:

By: _____

Title: _____

By: _____

Title: _____

ATTEST:

By: _____

Title: _____

OWNER:
City of Douglas
A Municipal Corporation

By: _____

Title: _____

NOTICE OF AWARD

Dated 05-19-2025

TO: WyoDak Energy Services, LLC

(BIDDER)

ADDRESS: PO Box 867, Buffalo, WY 82834

PROJECT: City of Douglas - Wastewater Treatment Plant Air Header Replacemet Project

OWNER's CONTRACT NO. 24-050

CONTRACT FOR Same as Project

You are notified that your Bid dated 05-08-2025 for the above Contract has been considered. You are the apparent Successful Bidder and have been awarded a contract for Bid Schedules A

The Contract Price of your contract is seven hundred sixty-nine thousand three hundred seventy dollars sixty-seven cents (\$769, 370.67).

Two (2) copies of each of the proposed contract accompany this Notice of Award.

Three (3) sets of the Drawings and Specifications will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within fifteen days of the date of this Notice of Award, that is by _____.

1. You must deliver to the OWNER Two (2) fully executed counterparts of the Agreement.
2. You must deliver with the executed Agreement the Contract Security (Bonds) as specified in the Instructions to Bidders (paragraph 18), General Conditions (paragraph 5.1) and Supplementary Conditions

NOA 1 of 2

(paragraph SC-5.1).

3. (List other conditions precedents).

Failure to comply with these conditions within the time specified will entitle OWNER to consider your bid in default, to annul this Notice of Award and to declare your Bid Security forfeited.

Within ten days after you comply with the above conditions, OWNER will return to you one fully signed counterpart of the Agreement with the Contract Documents attached.

City of Douglas, Wyoming
(OWNER)

By: _____
(AUTHORIZED SIGNATURE)

Mayor
(TITLE)

ACCEPTANCE OF AWARD

(CONTRACTOR)

By: _____
(AUTHORIZED SIGNATURE)

(TITLE)

(DATE)

EXHIBIT "A"
STANDARD
BID FORM

PROJECT IDENTIFICATION: City of Douglas – Wastewater Treatment Plant Air Header
Replacemet Project

THIS BID SUBMITTED TO: City of Douglas (OWNER)
101 North 4th Street
P.O. Box 1030
Douglas, Wyoming 82633

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents and to substantially complete all Work as specified or indicated in the Contract Documents for the Contract Price.
2. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid Bond. This Bid will remain subject to acceptance for sixty (60) days after the day of Bid opening. Bidder will sign and deliver counterparts of the Agreement, the Bonds and other documents required by the Bidding Requirements within ten (10) days after the date of OWNER's Notice of Award.
3. Notice that preferences will be granted pursuant to Wyoming Statutes Section 16-6-101, et seq., is hereby acknowledged.
4. In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:
 - A. Bidder has examined and carefully studied the Bidding Documents and the following addenda, receipt of all which is hereby acknowledged:

Addendum No. <u>1</u>	Dated <u>April, 24, 2025</u>
Addendum No. <u>2</u>	Dated <u>April 29, 2025</u>
Addendum No. <u> </u>	Dated <u> </u>

- B. Bidder has examined the site and locality where the work is to be performed, the federal, state and local Laws and Regulations, and the conditions affecting cost, progress, or performance of the work and has been such independent investigations as Bidder deems necessary;
 - C. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with

any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

5. Bidder may bid any or all schedules and will complete the Work for the bid schedule price(s) based upon materials actually furnished and installed and services actually provided, based on the lump sum and unit prices provided in the itemized bid schedule(s).
6. Bidder agrees that the work for the City of Douglas will be as provided above, substantially and finally completed.
7. Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the work on time, unless otherwise stated as provided below. Bidder agrees that such liquidated damages are not a penalty and that the amount provided is as close to an estimate as possible to the actual damages. Any exceptions or objections to this provision are stated in writing and attached hereby by Bidder.
8. The following documents are attached to and made a condition of this Bid:

Required Bid Security in the form of a Bid Bond.
Certificate of Residency (if applicable)

9. Communications concerning this Bid shall be addressed to:

Address of Bidder: PO Box 867
Buffalo WY 82834

10. The terms used in this Bid are defined in and have the meanings assigned to them in the General Conditions, as modified by the Supplementary Conditions.

Submitted on May 8, 20 25.

Bidder is bidding as a Resident (Insert Resident or Non-Resident)

IF BIDDER IS:

AN INDIVIDUAL

By: _____ (seal)
(Individual's Name)

doing business as: _____

Business Address: _____

Phone Number: _____

A PARTNERSHIP

By: _____ (seal)
(Firm's Name)

(General Partner)

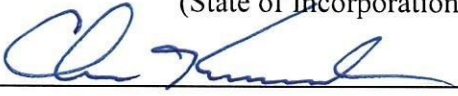
Business Address: _____

Phone Number: _____

A CORPORATION OR LIMITED LIABILITY COMPANY

By: WyoDak Energy Services, LLC (seal)
(Corporation's or Limited Liability Company's Name)

Wyoming
(State of Incorporation or Organization)

By:  Chris Knudson, Member (seal)

(Title)

(Seal)

Attest:  Schane Wiles, PM/Estimator

Business Address: WyoDak Energy Services, LLC
PO Box 867
Buffalo WY 82834

Phone Number: 307.684.7376

A JOINT VENTURE

By: _____ (seal)
(Name)

(Address)

By: _____ (seal)
(Name)

(Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

BID SCHEDULE - Addendum 1
WASTEWATER TREATMENT PLANT AIR HEADERS REPLACEMENT PROJECT

Bid Date: May 1st, 2025 @ 2:00 PM MST

Contractor shall furnish and install items as shown on the Drawings or called for in the Specifications. All costs not included in this schedule that are necessary to provide a complete, functional project as depicted in the Drawings and Specifications are to be considered incidental and merged with the costs of other related items. The following is a list of abbreviations for this bid schedule.

LS = Lump Sum
SY = Square Yard

EA = Each
SF = Square Foot

LF = Linear Feet
CY = Cubic Yard

AC = Acre
Ton = Ton

Schedule A					
Item	Description	Unit	Quantity	Unit Cost	Total Cost
A1	Mobilization and Bonds	LS	1	37545.04	37545.04
A2	Earthwork	CY	5000	14.61	73050.00
A3	2-inch Schedule 80 Conduit with Pull Rope	LF	3650	6.71	24491.50
A4	34x20x10 NEMA 4 Enclosure Junction Box	EA	7	3356.92	23498.44
A4.1	Temporary Air Makeup	LS	1	31587.16	31587.16
A5	12-inch Welded Steel Pipe	LF	1900	136.55	259445.00
A6	12-inch Steel Fittings	EA	25	1248.04	31201.00
A7	16-inch Welded Steel Pipe	EA	10	1351.07	13510.70
A8	16-inch Steel Fittings	EA	1	3423.32	3423.32
A9	Connect to Existing Air Headers	EA	2	4317.57	8635.14
A10	Connect to Existing Air Lateral Valve Assemblies	EA	21	2463.95	51742.95
A11	6-inch Vortex Flow Meters	EA	2	21525.77	43051.54
A12	Mechanical Piping Modifications	LS	1	51212.01	51212.01
A13	Chain Link Fencing with Security Top	LF	1150	72.26	83099.00
A14	Seeding and Mulching	LS	1	8877.87	8877.87
A15	Force Account	FA	25000	1.00	25000.00
Total Base Bid					769370.67

Type text here

**STANDARD
BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, WyoDak Energy Services, LLC
as Principal, and Merchants National Bonding, Inc. Surety, are hereby held and firmly
bound, pursuant to Wyoming Statute Section 15-1-113(f), unto the City of Douglas, as OWNER,
in the penal sum of Five Percent of Amount Bid
Dollar(s) (\$ 5%) for the payment of which, well and truly to be made, we
hereby jointly and severally bind ourselves, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to
the City of Douglas, a certain BID, whereby it has offered to enter into an Agreement in
writing with OWNER, for the City of Douglas – Wastewater Treatment Plant Air
Header Replacement Project

NOW, THEREFORE,

- A. If said BID shall be rejected; or,
- B. If said BID shall be accepted and the Principal shall execute and deliver the Agreement to OWNER within ten (10) days after Notice of Award (which shall constitute presentation of the Agreement to the Principal for the purpose of execution) and shall furnish Bonds in forms furnished by OWNER for Principal's faithful performance of said Agreement and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall otherwise proceed with the performance of said Agreement, then this obligation shall be void, otherwise the same shall remain in full force and effect and OWNER may proceed against the BOND. It is expressly understood and agreed, however, that the liability of Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

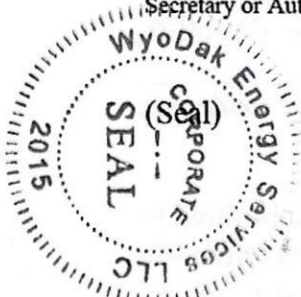
The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by an extension of the time within which the OWNER may accept such BID, to a maximum of sixty (60) days after its submission to OWNER; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these
presents to be signed by their proper officers, this 28th day of April, 2025.



Attest:

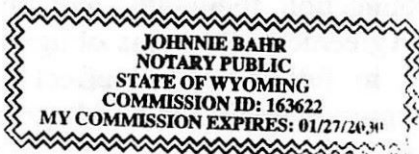
Secretary or Authorized Witness for Corporate Bidder



State of Wyoming)
County of Johnson) ss.

The foregoing Bid Bond was executed before me by Chris Knudson,
on behalf of WyoDak Energy Services, LLC, this 7 day of May, 2025.

My Commission Expires: 11/27/2030



State of Wyoming)
County of Natrona) ss.

The foregoing Bid Bond was executed before me by Janece L. Wilhelm,
who represented that he/she was the Attorney-in-Fact for the above named Surety, this
28th day of April, 2025.

My Commission Expires: March 18, 2028

WyoDak Energy Services, LLC
Principal(Corporation, Partnership, Individual)

BY: Chris Knudson
(Authorized Representative or Partnership)

Chris Knudson
(Print or Type Name)
PO Box 867
Buffalo, WY 82834
(Address)

Notary Public

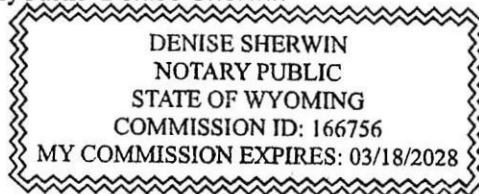
Merchants National Bonding, Inc.
Surety

BY: Janece L. Wilhelm
Attorney-in-Fact for Surety

Janece L. Wilhelm, Attorney-in-Fact
P.O. Box 14498
(Address)
Des Moines, IA 50306-3498



Notary Public Denise Sherwin



MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, **Janece L. Wilhelm**

Surety Bond #: Bid Bond
Principal: WyoDak Energy Services, LLC
Obligee: City of Douglas

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 28th day of April, 2025.

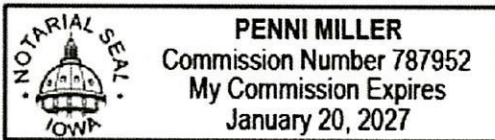


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By 
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 28th day of April, 2025, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



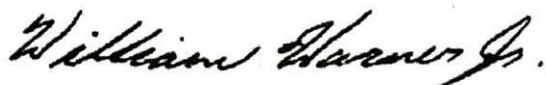

Notary Public

(Expiration of notary's commission
does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 28th day of April, 2025.

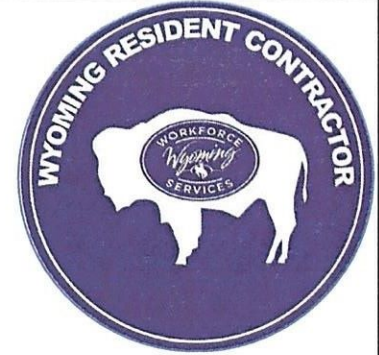



Secretary



STATE OF WYOMING

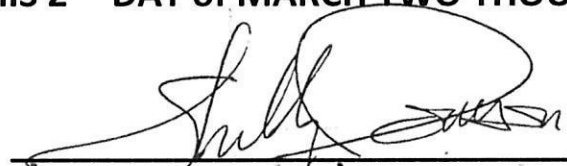
CERTIFICATE OF RESIDENCY



Contractor Number: 1383

WYODAK ENERGY SYSTEMS, LLC

HAS BEEN GRANTED RESIDENCY STATUS PURSUANT TO WYOMING STATUTE 16-6-101, AS AMENDED. FIVE PERCENT PREFERENCE SHALL BE ALLOWED WHEN BIDDING ON ANY PUBLIC WORKS CONTRACT FOR A PERIOD OF ONE (1) YEAR FROM THE DATE CERTIFICATION IS GRANTED.
GRANTED THIS 2ND DAY of MARCH TWO THOUSAND AND 25



Michele Johnson, Program Manager

EXPIRATION DATE: 3/1/2026



To verify the authenticity of the certificate,
please contact our office at 307-777-7261 or visit
wyomingworkforce.org/businesses/labor/info

CERTIFICATE SERIAL NUMBER: 02030202566

OPERATING AGREEMENT
of
WyoDak Energy Services, LLC.

This Operating Agreement (the "Agreement") made and entered into this 6th day of August, 2015 (the "Execution Date"),

AMONGST

Chris Knudson of _____ Arvada, Wyoming _____, and
Josh Miller of _____ Buffalo, Wyoming _____

(individually the "Member" and collectively the "Members").

BACKGROUND

A. The Members wish to associate themselves as members of a limited liability company.

B. The terms and conditions of this Agreement will govern the members within the limited liability company.

IN CONSIDERATION OF and as a condition of the Members entering into this Agreement and other valuable consideration, the receipt and sufficiency of which is acknowledged, the parties to this Agreement agree as follows:

Formation

1. By this Agreement the Members form a Limited Liability Company (the "Company") in accordance with the laws of the State of Wyoming. The rights and obligations of the Members will be as stated in the Wyoming Limited Liability Company Act (the "Act") except as otherwise provided here.

Name

2. The name of the Company will be WyoDak Energy Services, LLC.

Purpose

Member	Profit/Loss Percentage
Chris Knudson	50%
Josh Miller	50%

- 9.
9. Distributions will be made according to the following schedule: Distributions are to be made monthly to repay the principal investment when all Members agree there is enough equity built up to responsibly do so.
10. Tax Allocations will be made in the same fixed proportions as the allocation of Net Profits or Losses described above.
11. No Member will have priority over any other Member for the distribution of Net Profits or Losses.

Voting

12. Each Member will be entitled to cast votes on any matter based upon the proportion of that Member's Capital Contributions in the Company.

Nature of Interest

13. A Member's interest in the Company will be considered personal property.

Withdrawal of Contribution

14. No Member will withdraw any portion of their Capital Contribution without the unanimous consent of the other Members.

Liability for Contribution



Agenda Item Report

City Council – May 27, 2025

Item

Memorandum of Understanding: City of Douglas Police Department and Converse County School District #1 For School Resource Officer Program

Responsible Staff Contact

Todd Byerly, Todd Matthews

Recommendation

Executive Summary

This is an updated Memorandum of Understanding between the City of Douglas Police Department and the Converse County School District#1. The only changes to the Memorandum of Understanding is the Academic School Year (2025-2026), and an increase of payment from CCSD1 to the City of Douglas to the amount of \$144,086.00.

Background

This Memorandum of Understanding establishes the terms, conditions, and expectations under which the Douglas Police Department will assign two (2) law enforcement officers within the school district.

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 SRO PROGRAM - REVENUE
Project/Line Item(s) 13-4830-1001
Budgeted Amount
Anticipated Amount \$144,086.00

Action Requested/Recommended Motion

Approve Memorandum of Understanding between City of Douglas Police Department and Converse County School District

Attachments

1. SRO MOU 2025-26 signed by CCSD1

MEMORANDUM OF UNDERSTANDING BETWEEN
City of Douglas Police Department AND
Converse County School District #1
For School Resource Officer Program

Parties. This Memorandum of Understanding (hereinafter referred to as “MOU”) is made by and between Converse County School District #1 (hereinafter referred to as School District), City of Douglas Police Department (hereinafter referred to as Law Enforcement Agency).

Purpose. The purpose of this MOU is to establish the terms, conditions and expectations under which the Law Enforcement Agency will assign two law enforcement officers to serve as School Resource Officers (hereinafter referred to as “SROs”) within the School District. The intent is to establish a clear understanding of roles and responsibilities between the parties, which are designed to enhance school safety and provide a positive law enforcement presence in the school community.

Terms of MOU. The term of this agreement is for the academic school year of 2025-2026 commencing on the effective date through May 30, 2025. The terms of the MOU are as follows:

1. **Payment:** Cost related to this agreement shall be paid as follows:
 - 1.01 District shall pay to the Law Enforcement Agency an amount not to exceed \$144,086.00 for the school year 2025-2026 subject to ongoing appropriation of said amount as provided herein, for the SRO services described in this MOU. These payments shall be made monthly for so long as this MOU is in effect.
 - 1.02 Law Enforcement Agency shall be responsible for all costs in excess of the District’s payment for SRO services hereunder. Nothing herein, including School District payments, reporting requirements, and close cooperation between officers and the School District shall be deemed to make any SRO an employee of the School District for any purpose, including but not limited to the Wyoming Governmental Claims Act.
 - 1.03 District shall have the right to provide input by participating in the interview process for the selection of the School Resource Officer(s) assigned to work within the District.
2. **Responsibilities of Law Enforcement Agency:** The Law Enforcement Agency shall be responsible for the following:
 - 2.01 Law Enforcement Agency shall provide two fully trained and certified Peace Officers assigned to Converse County School District #1 as SROs for the entire 2025-2026 school year.
 - 2.02 Each SRO shall be an employee of the Law Enforcement Agency and said Law Enforcement Agency shall have the right to remove any Peace Officer appointed to serve as SRO. Law Enforcement Agency shall determine which Peace Officers are assigned as SROs in consultation with a representative from School District, whose input must be considered in the selection process.
 - 2.03 The SROs, or any Peace Officer of the Law Enforcement Agency assigned and performing duties pursuant to this MOU, are subject to the direction and control of Law Enforcement Agency. Nothing in this MOU shall be interpreted to authorize any SRO or Peace Officer of the Law Enforcement Agency to exercise power that the Law Enforcement Agency is not authorized to exercise. Specifically, SROs are prohibited from participating in school disciplinary processes or requesting that school officials search a student or his/her belongings except when called as a witness if the SRO does not have a legally sufficient basis for conducting such a search.
 - 2.04 Law Enforcement Agency shall be responsible for providing SROs with the necessary law enforcement related equipment.

2.05 Law Enforcement Agency shall be responsible for ensuring that the SROs receive specialized police training, while the District is responsible for providing school-related training to the SROs.

3. Duties of SROs: The SROs' duties include all Peace Officer duties of the Law Enforcement Agency and the following additional duties:

3.01 The SROs shall provide law enforcement and school security services to School District consistent with training and Law Enforcement Agency policy to help promote the safety and welfare of the students and employees as follows:

3.01.01. The SROs shall help to protect the lives and property of students, employees and the School District on or adjacent to School District property.

3.01.02. The SROs should not be involved in school discipline processes for typical adolescent behaviors occurring within the school unless school safety is at risk or reporting is required by law.

3.02 SROs' involvement with students with disabilities shall be in accordance with the Americans with Disabilities Act.

3.03 The SROs shall be made aware of the school's policies on crisis intervention and shall assist or intervene only when appropriate.

3.04 The SROs will become familiar with other resources and agencies in the community that can be used as resources for District students.

3.05 SROs shall follow these conditions for interviewing students suspected of criminal activity at school:

3.05.01. When questioning a student at school about subjects that may result in criminal prosecution for a crime, it is expected that should be handled by law enforcement and is not an SRO activity. When it is necessary to involve law enforcement and/or an SRO in interviewing a student, notice of such questioning shall be given to the Principal or designee in advance and the interview shall be conducted in accordance with School District policy unless exigent circumstances exist, in which case the notice shall be given to the Principal or designee as soon as reasonably possible.

3.05.02. If the student to be questioned is under the age of 18, the student's parent or guardian must be notified prior to questioning unless there are exigent circumstances involving health or safety or an allegation of abuse or neglect by a parent.

3.05.03. If there are exigent circumstances that prevent prior parental notification, parent shall be notified as soon as reasonably possible.

3.06 Absent exigent circumstances, a principal or designee shall be consulted before the SRO conducts a search on a student's person, possessions, or locker to allow time to express any concerns about the reasonableness of the search and to notify parents.

3.07 The SROs may conduct a search at school of a student's person, possessions, or locker without notice to school personnel or parents only when there is probable cause that a crime has been committed. SROs will make a reasonable effort to reduce the stigmatizing event of the search for the student.

3.08 The SROs shall not request that school officials conduct a search of a student's person, possessions, or locker to evade the probable cause standard required of law enforcement.

- 3.09** The SROs in their official capacity on school grounds, in a school vehicle, or at a school activity or sanctioned event, who issues a summons, ticket, or other notice requiring the appearance of a student in court or at a police station for an offense allegedly committed on school grounds, in a school vehicle, or at a school activity or sanctioned event, shall notify the principal of the school or his or her designee of the issuance of the summons, ticket, or other notice as soon as possible unless the information is determined to be confidential pursuant to law.
 - 3.10** Physical restraints (handcuffs, Tasers, Mace, pepper spray, or other physical and chemical restraints) shall only be used for conduct that poses a serious and immediate threat to an individual or the broader school community and where less intrusive measures of restraint have failed.
 - 3.11** Strip searches of students by SROs or school officials are prohibited.
 - 3.12** It is recognized that every situation cannot be predicted or determined by these guidelines, and SROs may rely on Law Enforcement Agency policies, their training and experience in choosing alternate actions that are reasonable and appropriate for the circumstances and to the extent possible are consistent with this agreement.
 - 3.13** If an SRO wears a body-worn camera (BWC), the BWC shall generally be kept inactive while the SRO is performing duties as an SRO, unless otherwise requested by the District. The SRO shall not record any special education setting. If the SRO does record any scenario involving District business, the Law Enforcement Agency shall share and provide a copy of that video recording to District upon the request of the District pursuant to W.S. 16-4-203(d)(xviii).
- 4. SRO Activities:** The SROs become a part of the school community and an asset to help create a positive school environment for students and faculty.
- 4.01** The SROs are members of the school safety teams. SROs are liaisons to help gather and share information about emergency planning, improving access to safety or security resources, and are partners in developing effective prevention strategies and other related duties determined by the School Board.
 - 4.02** Role as an educator:
 - 4.02.01.** Provide in-service training for school staff on emergency preparedness, crisis intervention, crime trends, law enforcement policies and intervention methods.
 - 4.02.02.** Educate students through guest lectures about laws, constitutional protections, conflict resolution, information on youth-relevant crimes such as dating violence, and to teach crime prevention using evidence-based course curriculum.
 - 4.03** Role as a participant of Restorative Justice processes:
 - 4.03.01.** Participate in restorative justice processes that occur within the school setting if appropriate, pursuant to school policy.
 - 4.04** Role as an informal mentor:
 - 4.04.01.** Create a visible and positive presence in the school community to promote respect, trust for law enforcement and a positive relationship between students, parents and the District.

- 4.04.02.** In partnership with a formal counselor or other school staff designated by the school, SROs can provide referral information for additional resources relating to criminal justice and prevention of youth involvement in the juvenile justice system.

5. Responsibilities of School District: The School District shall be responsible for the following:

- 5.01** Provide SROs with the authority to access School District premises for the purpose of performing the law enforcement duties described herein and provide SROs with a private workspace (when possible) that allows for storage of confidential information.
- 5.02** Inform the SROs of the school's crisis response and de-escalation techniques.
- 5.03** Administer school discipline processes for typical adolescent behaviors occurring within the school without involving or referring the matter to an SRO unless school safety is at risk or reporting is required by law.
- 5.04** Requesting SRO involvement in school-based incidents should be limited to situations when it is:
- 5.04.01.** Necessary to protect the physical safety of students and staff from imminent harm; or
- 5.04.02.** Fits the criteria of behaviors listed in paragraph 6.01, which the parties have agreed will be referred to law enforcement.
- 5.04.03.** Involves criminal behavior of persons other than students.
- 5.05** Ensure that the decision to involve an SRO or law enforcement in any school-based incident is made by a principal or designee, absent exigent circumstances.
- 5.06** Cooperate with law enforcement-initiated investigations and actions without hindering or interfering with the Police Department's or the assigned SRO's official duties consistent with the District's obligations under existing laws and District policies to investigate and handle school disciplinary matters.
- 5.07** Immediately notify the SRO or officers responding to a school-based incident if a referred student has a disability that requires special treatment or accommodations as allowed by law.
- 5.08** Provide ongoing feedback to the Police Department designee for evaluation purposes.

6. Law Enforcement Referrals:

- 6.01** The parties agree that school code of conduct violations will be handled through school policies and procedure and will not be referred to law enforcement for formal criminal justice action.
- 6.02** The parties agree that behaviors that are related to a student's disability will be handled through school policies and procedure and not referred to law enforcement.
- 6.03** Law Enforcement referral will always be made for the following incidents:
- 6.03.01.** *Fights involving serious bodily harm that requires medical treatment for any of the participants.*
- 6.03.02.** *Other serious or violent offenses, such as robbery, arson, or sexual assault.*
- 6.03.03.** *Use or possession of dangerous weapons, such as guns. Other items which could be used weapons shall only result in police referral if school staff believes there was a clear intention to use the item as a weapon.*
- 6.03.04.** *The sale, possession, or use of illegal drugs or alcohol.*

- 7. Confidentiality and Information Sharing/Disclosure of Student Education Records:** The parties agree to the following procedures to ensure that information disclosure and sharing between parties to the agreement comply with all legal requirements.
- 7.01** School District disclosure of confidential educational records:
- 7.01.01.** The parties agree that any disclosure of student education records that is made by the School District to the Law Enforcement Agency or its employees or agents of any parties, shall be made only (1) to appropriate parties in connection with a health or safety emergency when knowledge of the information disclosed is necessary to protect the health and safety of an individual and (2) as the law may otherwise permit. Reasonable steps will be taken to prevent further dissemination to an unauthorized third party of information exchanged hereunder.
- 7.01.02.** The parties also agree that, if the School District makes any disclosure of a student's educational records pursuant to this agreement, the person requesting the records will sign an Acknowledgement for Release and/or Information from Education Records form provided by the School District which states that the records will not be disclosed to any other person or party, except as permitted by law and as necessary to carry out the purposes of this Agreement. A Permission for Release and/or Information from Records form provided by the School District shall be developed by the parties.
- 7.01.03.** The parties also agree that they will comply with all applicable laws, including privacy and criminal history laws.
- 8. Evaluation:**
- 8.01** In the event that the School District should be dissatisfied with the performance of an SRO assigned to the School District by the Law Enforcement Agency, the SRO's immediate supervisor and the Human Resources Director shall meet to try to resolve the problem. Should further discussion be needed, the Superintendent and Police Chief shall meet to discuss resolution.
- 8.02** The District and the Law Enforcement Agency agree to meet annually to evaluate the performance of the school resource officer and discuss continuance of the MOU.
- 9. General Provisions:**
- 9.01 Amendments.** Either party may request changes to this Agreement. Any changes, modifications, revisions, or amendments to this MOU which are mutually agreed upon by and between the parties shall be incorporated by written instrument and effective when executed by all parties to this MOU.
- 9.02 Applicable Law.** The construction, interpretation, and enforcement of this MOU shall be governed by the State of Wyoming. The courts of the State of Wyoming shall have jurisdiction over any action arising out of this MOU and over the parties and the venue shall be the Eighth Judicial District, Converse County, Wyoming.
- 9.03 Entirety of Agreement.** This MOU represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

- 9.04 **Liability.** Any assigned Douglas police officer acting under this MOU shall be deemed to be acting within the scope of his or her duties for purposes of the Wyoming Governmental Claims Act and the local government liability self-insurance program, Wyo. Stat. § 1-42-101 through § 1-42-207. All privileges and immunities from liability and all benefits which normally apply to assigned Douglas police officers while in the performance of their duties in their own jurisdiction shall also apply to them when acting pursuant to this MOU.
- 9.05 **Termination.** Either party may terminate upon thirty (30) day written notice may terminate this MOU, without cause, which notice shall be delivered by hand or by certified mail to the addresses listed above.
- 9.06 **Indemnification.** Each party to this MOU shall assume the risk of liability arising from its own conduct. Neither Party agrees to insure, defend, or indemnify the other.
- 9.07 **Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect and either party may renegotiate the terms affected by the terms affected by the severance.
- 9.08 **Governmental Immunity.** The parties do not waive any right or rights they may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et seq., and the District and the City specifically reserve the right to assert any and all rights, immunities, and defenses they may have pursuant to the Wyoming Governmental Claims Act.
- 9.09 **Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of a third-party beneficiary and this MOU shall not be construed so as to create that status. The rights, duties, and obligations contained in this MOU shall operate only between the parties to this MOU and inure solely to the benefit of the parties of this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU. The parties to the MOU intend and expressly agree that only parties' signatory to this Agreement shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring any action for the breach of this MOU.

This agreement shall become effective on the date last executed by the parties and shall remain in full force and effect until such time as the agreement is modified by the consent of the parties. The agreement may be modified at any time by amendment to the agreement.

In witness whereof, the parties hereto, intending to cooperate with one another, have set their signatures to this document on this day.

CITY OF DOUGLAS, WYOMING

Mayor

Date

Police Chief

City Clerk

CONVERSE COUNTY SCHOOL DISTRICT #1


Superintendent


Date



Agenda Item Report City Council – May 27, 2025

Item

Board Appointments - Urban Renewal Agency: Melinda Trabing, Jay Hancock, Josh Moore

Responsible Staff Contact

Recommendation

Executive Summary

The next step in launching the Urban Renewal Agency is the formal appointment of a five-member Board of Commissioners. In accordance with Wyoming State Statute, all Commissioners must reside within the City's jurisdiction. Each term is five years; however, the initial appointments must be staggered to establish a rotation: one member will be appointed for a one-year term, one for two years, one for three years, one for four years, and one for five years.

To ensure public awareness and encourage participation, a notice of the vacancies was published in the *Douglas Budget* for two consecutive weeks and posted online. In making these appointments, the objective is to form a board that includes stakeholder representation and reflects a well-rounded mix of backgrounds and perspectives.

On May 12, the City Council appointed several members to the Board. However, one appointee, Shane Stinson, has since indicated he is unable to serve, resulting in three remaining vacancies:

- **One-Year Term:** _____
- **Two-Year Term:** Morryah McCurdy
- **Three-Year Term:** Breck Wagstaff
- **Four-Year Term:** _____
- **Five-Year Term:** _____

The City is in receipt of applications or verbal interest from the following, and recommend appointing:

Josh Moore

Jay Hancock

Melinda Trabing

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 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. Jay Hancock General Application-Redacted

2. Jay Hancock URA Applicant Questionnaire Form 20250521
3. Josh Moore General Application - Redacted
4. Josh Moore URA Applicant Questionnaire Form
5. Melinda URA Application_Redacted



CITY OF DOUGLAS
Volunteer Application

Name of Applicant: Jay Hancock

Address: _____ City/State/Zip: Douglas, WY 82633

Mailing Address (if different from above): _____

Home Phone: _____	Cell Phone: _____	Work Phone: <u>307-464-2581</u>	Email: _____
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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: Planning and Zoning

5. In what community/communities did you previously serve? City of Douglas

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 our community and it's future.

Jay Hancock

Digitally signed by Jay Hancock
Date: 2025.05.20 14:09:21 -0600

Signature of Applicant

05-20-2025

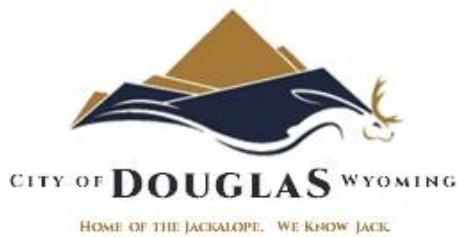
Date

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: Jay Hancock

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? We are fortunate to be centered around so many possibilities. My vision for the revitalization of Douglas includes taking full advantage of our prime location. Nestled close to the mountains, near the lake, and right on the river, we have natural beauty at our doorstep. As a main north-south hub for business travel on the I-25 corridor, we are positioned perfectly to attract visitors and new residents alike.

Urban renewal offers us the unique opportunity to breathe new life into our city. By enhancing infrastructure, creating vibrant public spaces, and fostering a sense of community pride, we can show those who live here that we care deeply about our city's future. This renewal will not only attract people but also ensure long-term success by making Douglas a desirable place to live, work, and visit.

2) What experience or perspective do you bring that would support the mission of the Urban Renewal Agency? As the current chairman of the Planning and Zoning Commission, I bring experience and perspective to the URA. My role has provided me with a thorough understanding of the collaborative efforts required between our commission and the city council to move initiatives forward effectively.

Having lived in Douglas for most of my 56 years, I have a deep-rooted connection to our community. I have witnessed growth and changes firsthand. Urban renewal is a fantastic opportunity to enhance our city's infrastructure, attract new residents and businesses, and foster a sense of pride for those who call Douglas home.

3) What interests you most about serving on the Urban Renewal Agency, and what do you hope to contribute during your term? I am interested in serving the Urban Renewal Agency because I believe in the potential for Douglas to grow and thrive. This is an opportunity that not many towns or cities in Wyoming have, and it represents our future. By leveraging our unique location and resources, we can create a vibrant community that attracts new residents and businesses while enhancing the quality of life for those who already call Douglas home.

During my term, I hope to contribute my extensive experience as a long-term resident of Douglas. Having lived here for most of my 56 years, I have a profound understanding of our community's needs and aspirations. Additionally, my role as chairman of the Planning and Zoning Commission has provided me with valuable insights into the collaborative processes required to move projects forward.

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, and yes.

Staff Comments: _____

Staff Recommendation: _____



CITY OF DOUGLAS Volunteer Application

Name of Applicant: Josh Moore

Address: [REDACTED] City/State/Zip: Douglas WY 82633

Mailing Address (if different from above): _____

Home Phone:	Cell Phone: <u>[REDACTED]</u>	Work Phone:	Email: <u>keystoneranch.jm@gmail.com</u>
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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? _____

my family have a vested interest in the growth and prosperity of Douglas. Douglas is and will remain our home as we do not have the ability to move the ranch to another location.

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): _____

my family have a vested interest in the growth and prosperity of Douglas. Douglas is and will remain our home as we do not have the ability to move the ranch to another location.

9. Why are you seeking this appointment(s)? Well, honestly because JD called and asked if I would be interested. Being a rancher in the area I along

my family have a vested interest in the growth and prosperity of Douglas. Douglas is and will remain our home as we do not have the ability to move the ranch to another location.

I also sit on the CCSD #1 Board of Trustees and continuing to grow the bonds between the different agencies and organizations within our community is in my opinion vital to the future success of our community.

Signature of Applicant

May/22/2025

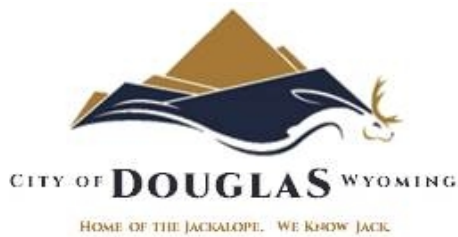
Date

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: _____ Josh Moore _____

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 Douglas is pretty simple: a place where our kids and grandkids can choose to stay, raise their own families, and find good opportunities right here at home. Urban renewal, to my mind, is about creating that fertile ground for growth, much like good pasture for cattle. It's about smart investments that bring in new businesses and improve our existing ones, ensuring our main street isn't just a drive-through but a destination. We need to build a future where our young folks don't feel they have to move to the big city just to make a living.

2) What experience or perspective do you bring that would support the mission of the Urban Renewal Agency?

Well, being a 5th-generation rancher means I've got a long view on a multitude of things; you learn quickly that short-term fixes rarely last. We're used to working hard, planning for the next season, and making every dollar stretch. My time on the school board has also taught me a thing or two about community needs, balancing budgets, and the importance of creating a stable environment for our youth.

3) What interests you most about serving on the Urban Renewal Agency, and what do you hope to contribute during your term?

Honestly, it boils down to a sense of duty to this community that's been home to my family for generations. Douglas isn't just a dot on the map; it's where our roots run deep. I'm most interested in ensuring we create genuine opportunities that align with our family values and the small-town feel we cherish. I hope to contribute a practical, grounded perspective, ensuring that any revitalization efforts truly benefit the folks who live and work here, not just some abstract idea of progress.

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?

Absolutely. Between ranching and school board duties, I'm no stranger to long hours and stacks of paperwork – sometimes it feels like I spend more time in meetings than actually working! But seriously, I understand the commitment required. I'm ready to dedicate the necessary time to review documents, attend meetings, and learn whatever is needed to serve Douglas effectively. It's about doing what's right for the community, and that means showing up and putting in the work.

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've looked at Wyoming's Urban Renewal Code. I'm comfortable serving on the board, knowing that understanding these guidelines is crucial for making sound decisions that benefit Douglas. We need to operate within the bounds of the law, of course, but always with an eye toward fostering opportunity and upholding the values that make our community strong.

Staff Comments: _____

Staff Recommendation: _____



CITY OF DOUGLAS
Volunteer Application

Name of Applicant: Melinda Trabing

Address: [REDACTED] City/State/Zip: Douglas WY 82633

Mailing Address (if different from above): _____

Home Phone:	Cell Phone:	Work Phone:	Email:
	<u>[REDACTED]</u>	<u>3073584100</u>	<u>[REDACTED]</u>

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? I relocated from Onida SD in May 2024.

I served on the board of Directors for Missouri Shores Domestic Violence Center. During my time on the board we fundraised & broke ground on a new 6million dollar building.

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

I also served on the Athletic booster club committee at our local school.

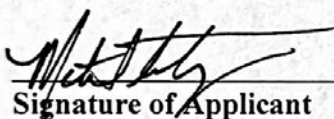
7. Do you understand the attendance requirements as provided per Douglas Municipal Code and/or the Bylaws of the Board or Commission you wish to serve on? ☒ Yes ☐ No

8. If "No", please provide a description of your question(s): _____

9. Why are you seeking this appointment(s)? I currently work as the Director of Finance and The Boys and Girls Club of Douglas. I believe that having

a strong and successful, flourishing community positively effects everyone, including the youth I currently work with. I would like to help the community of Douglas

reach their highest potential. I also enjoy being active in the community and advocating for change and betterment.


Signature of Applicant

5-23-25
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: Melinda Trabing

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?

As a fairly new member of the Douglas Community, I feel I bring in a new perspective and fresh set of eyes on items that may benefit the City of Douglas. I do feel that Douglas could greatly benefit from having more assessable housing for families (3Bedroom +) that are not income restricted. Moderately priced town homes or large condos would be a great asset to the city. Understanding that everyone relocating to Douglas may not be in the market to purchase a home right away, this would give options to families who have a median household income too high to qualify for many apartments in town. I think by addressing the lack of moderate-to-large rental homes, we will see an increase in qualified employees being brought to the area, helping industrial and commercial businesses meet their employment needs.

Coming from a small town in South Dakota, one thing I miss is access to basketball courts and indoor spaces to work with my children in athletics, hopefully the up-and-coming community center can improve that avenue for families. Having a space families can apply and acquire a key to access on evenings and weekend would be great. Douglas has some great historical buildings and elements that I would love to see preserved and revitalized, this could potentially increase tourism to the area along with business store fronts and an increase in commerce. Douglas has a plethora of resources surrounding it. I think capitalizing on the industrial business' needs, whether that be food and lodging or commerce, everyone benefits, and we will see increases in tax revenue. I think by addressing the lack of moderate-to-large rental homes, we will see an increase in qualified employees being brought to the area, helping industrial and commercial businesses meet their employment needs.

2) What experience or perspective do you bring that would support the mission of the Urban Renewal Agency?

While living in central South Dakota, I served on the board of directors for Missouri Shores Domestic Violence Center in Pierre South Dakota. We fundraised and broke ground on a 6-million-dollar new shelter building, before I relocated to Wyoming. During my time on the board, I worked firsthand with project planning, contractors, budgeting and insurance requirements, and have firsthand knowledge on what it takes to bring a large project to life.

In my professional career I spent 16 years managing a 4-roof top automotive franchise dealership, as well as handling consumer finance and titling. I understand the importance of handling documents with care and the level of professionalism it takes to be privy to financial information. I value confidentiality and respect personal information and interests. After relocating to Douglas, I now serve the Boys and Girls Club as their Director of Finance and Grant Management. As I am still learning the grant process

and procedures, I have some knowledge of grants and understand city and county government roles in facilitating successful community partnerships.

3) What interests you most about serving on the Urban Renewal Agency, and what do you hope to contribute during your term?

I am interested in getting involved in the community of Douglas. I would like to help the community better itself and give citizens more opportunity to resources and attractions to keep business local. Long term I would like to contribute to the planning and implementation of projects citywide. I enjoy planning and organizing so those skills will benefit the Urban Renewal Agency.

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?

My full-time job always comes first, but I am able to flex my time to accommodate training and meetings. I am usually in my office 8am-4pm but am available for noon virtual or in person meetings, and most evenings I have availability. I understand that serving on a board is a time commitment and I am willing to meet those expectations.

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 am comfortable serving on the board and see no conflicts after reviewing the code.

Staff Comments: _____

Staff Recommendation: _____



Agenda Item Report City Council – May 27, 2025

Item

Board Appointment Arts & Culture: Sharon Tuckey

Responsible Staff Contact

Heidi McCullough

Recommendation

Recommend appointment of Sharon Tuckey to the Arts and Culture Board of Trustees.

Executive Summary

Application from Sharon Tuckey to join the Arts and Culture Board of Trustees. She is a local artist, with a focus on fiber and wool arts. She is the superintendent of the Natural Fiber Arts Department at the Wyoming State Fair. She is also co-founder of the local Fiber Arts Guild called the Jackalope City Spinners.

Background

Application from Sharon Tuckey to join the Arts and Culture Board of Trustees. She is a local artist, with a focus on fiber and wool arts. She is the superintendent of the Natural Fiber Arts Department at the Wyoming State Fair. She is also co-founder of the local Fiber Arts Guild called the Jackalope City Spinners.

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

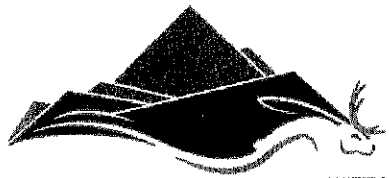
Anticipated Amount

Action Requested/Recommended Motion

Recommend appointment of Sharon Tuckey to the Arts and Culture Board of Trustees for the 3 year term ending June 30, 2028.

Attachments

1. Application Tuckey



CITY OF **DOUGLAS** WYOMING
HOME OF THE JACKALOPE.

Volunteer Application

Return to: 101 N. 4th Street / P.O. Box 1030
Douglas, WY 82633
307-358-3462, Fax: 307-358-6447

Name of Applicant: Sharon Tuckey

Address: 10 Valley Road City/State/Zip: Douglas 82633

Mailing Address (if different from above): _____

Home Phone:	Cell Phone: <u>307-640-1588</u>	Work Phone:	Email:
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1. Are you a resident of the City of Douglas?

☐ Yes

☒ No

Converse County resident

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)
- ☐ Community Facility Task Force
- ☒ Arts & Culture Board of Trustees
- ☐ Recycling Task Force
- ☐ Other: _____

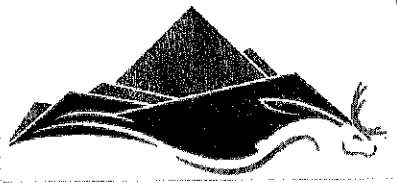
3. Have you served on any of these Boards/Commissions previously? ☐ Yes

☒ No

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

5. In what community/communities did you previously serve? _____

Volunteer Application
Page 1 of 2



CITY OF **DOUGLAS** WYOMING
HOME OF THE JACKALOPE.

Volunteer Application

Return to: 101 N. 4th Street / P.O. Box 1030
Douglas, WY 82633
307-358-3462, Fax: 307-358-6447

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)? I am an artist (wool/craft mostly)
in Converse County and I would love to see more art/artists/
activities around Douglas. I love what I have seen
the board do so far and would be honored to be a
part of it.

Signature of Applicant

19 May 2025

Date

For Office Use Only:

Selected for: _____

Length of Term/Dates: _____

Additional Information: _____

Volunteer Application
Page 2 of 2



**Arts & Culture
Board of Trustees
Applicant Questionnaire**

Return to: 101 N. 4th Street / P.O. Box 1030
Douglas, WY 82633
307-358-3462, Fax: 307-358-6447

Name of Applicant: Sharon Tuckey

This questionnaire will be utilized by the City Council in their selection process for the City of Douglas Arts & Culture Board of Trustees. Please answer as honestly and fully as possible. Feel free to use additional pages if needed.

- 1) What is your background in the field of Arts & Culture? Do you have experience in Public Arts & Cultural programming or events?

I am the superintendent for the Natural Fiber Arts Department at State Fair. Last year was my first year and I approached it from many years of being an attendee and knowing how dark the wool barn is from the midway. I have crafts out and some kids visited all week and brought more friends each time. Also spinning wheels always draw people in.

- 2) How do you feel your experience would be beneficial to the board and to the community of Douglas?

Last autumn I got so inspired by all the excitement around my spinning demos at fair that I (with a couple friends) co-founded a fiber arts guild - Jackalope City Spinners. We're still new, but the interest & connections that we have made as we build this community have been so wonderful. I want all the arty people to connect!

- 3) What draws your interest to being a part of the City of Douglas Arts & Culture Board of Trustees?

Hearing about & seeing all the exciting new things that Jen ~~and~~ and the board have been planning!

4) How do you envision your role as a part of the Board of Trustees?

I want to be another voice for art
in this community

5) What is your experience, if any, with financial planning and organization?

6) Is there any additional information you would like to share that would be important for the City Council to consider during the selection process for the Arts & Culture Board of Trustees?

Thank you for your consideration!

Staff Comments:

Staff Recommendation:



Agenda Item Report

City Council – May 27, 2025

Item

Remote Meter Read for Golf Course

Responsible Staff Contact

John Harbarger, Josh Oberlander, John Stearns

Recommendation

Recommend the council move to approve the Golf Course Meter Replacement project, to install a new remote read flow meter.

Executive Summary

This Project would remove a two year old battery-powered flow meter, and replace it with a new line voltage meter with remote read and connection to Douglas' SCADA control network.

Background

When the original flow meter was installed at the golf course two years ago, its purpose was limited: to provide monthly totalized readings to satisfy PRRIP (Platte River Recovery Implementation Program) reporting requirements. To minimize upfront costs, a battery-powered meter was selected under the assumption that it would require only infrequent access for battery replacement and manual reading.

However, operational needs and regulatory obligations have evolved. More frequent and reliable meter readings are now necessary—requiring not only consistent access but also creating both a significant time burden on staff and a serious safety concern. The meter is located in a remote area and installed in a confined space, conditions that now demand a solution that prioritizes both safety and efficiency.

On April 21, 2025, the Douglas Community Club was granted Order No. 25-53 under West Side Ditch Permit No. 16986.0D by the State Engineer's Office. This permit allows diversion of up to 60,000,000 gallons annually (184.13 acre-feet), split evenly between two water years, with a maximum rate of 570 gallons per minute or 820,800 gallons per day.

This temporary water agreement is especially beneficial in helping the City of Douglas manage and offset its exceedance of the 207 acre-feet permitted for the non-irrigation season (October through April). Given that the golf course represents one of the City's largest consumptive users for irrigation, accurate, real-time monitoring of this water use is imperative—not only for compliance but also for long-term water management strategy.

To that end, we propose replacing the existing meter with a line-voltage powered flow meter equipped with SCADA (Supervisory Control and Data Acquisition) integration. This upgrade involves several critical components:

- **Installation of Electrical Power Service** to support continuous operation;
- **Replacement of the Battery-Powered Meter** with a permanent, line-voltage meter;
- **Local Display Installation** for on-site real-time flow and total volume data;
- **Two PLCs and Radio Communication Units** to enable secure data transmission;
- **Integration into the City's SCADA System**, ensuring real-time visibility and logging from anywhere, at any time.

The benefits of this investment are substantial:

- **Improved Safety:** Eliminates the need for confined space entry by non-certified or non-city personnel;
- **Operational Efficiency:** Reduces staff time spent manually accessing and recording readings;
- **Data Integrity:** Provides high-resolution, continuous flow data that enhances reporting accuracy and supports long-term water planning;
- **System Integration:** Aligns golf course metering with the rest of the City's water infrastructure for seamless monitoring and control.

With its prioritization of water matters, and as we continue to balance stewardship of our limited water resources with regulatory compliance and efficient operations, the City Council at its 19May Budget Workshop requested that this matter be expedited and placed on this agenda for consideration.

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: \$60,198.16

Action Requested/Recommended Motion

Approve Agreement with Loenbro for a total of \$60,198.16.

Attachments

1. Golf Course Remote Meter Read Bid



120 Meadowlark St.
Glenrock, WY 82637
307-358-1826

www.HandHElec.com

www.loenbro.com

ESTIMATE/BID

ESTIMATE/BID #	DATE
Water Meter Power & Comm	5/16/2025

TO

Customer Name: City Of Douglas
Contact Person: John Sterns
Project Name: Water Meter Power & Comms
Estimate or Bid: Estimate

DESCRIPTION OF WORK

Provide and install 1-25' treated wood pole with a 100A 120/240V Single phase RMP approved meter socket, fed with 1 1/4" EMT conduit and fittings with #2URD pulled within. Provide and install 100 NEMA 3R 6 space 12 Circuit panel with 1-single pole 20A breaker installed to feed the water meter. Provide up to 130' 1" PVC from service pole panel to comms pole at water meter vault. Provide 2- 12x12 NEMA 4 J-boxes 1-Power and 1-comms. Provide 3-1" Conduits from Comms pole into water vault 2-communication conduits and 1-power conduit. Provide all necessary excavation, backfill and compaction.

Provide and install cables from water meter to remote display on comms pole. Provide and install all necessary PLC, drafting & comms to communicate into the City SCADA system.

Electrical: **\$17,183.16**

SCADA: **\$43,015.00**

This Pricing is a Budgetary estimate

COSTS	QTY	UNIT PRICE	AMOUNT
Labor & Equipment Total			30,660.00
Vendors Total			29,423.16
Subcontractors Total			-
Misc. Total			115.00
			-
			-
			-
			-
Thank you for your business!		TOTAL ESTIMATE/BID	\$ 60,198.16

☐ Note: If this is an estimate, the customer will be invoiced for the actual cost of the work whether higher or lower than the estimate.

☐ Note: All T&M charges shall be based on Loenbro's Terms & Conditions

The content of this document is confidential and is intended solely for the intended recipients. Any use, reproduction or dissemination of this document is strictly prohibited.

Customer Approval Signature

To schedule a time for us to complete the work, or if you have any questions, please contact us

WATER: GOLF COURSE ELECTRIC & SCADA

Electrical	\$ 17,184
SCADA	\$ 43,015
Meter	\$ 6,500
Total	\$ 66,699

Project Summary:

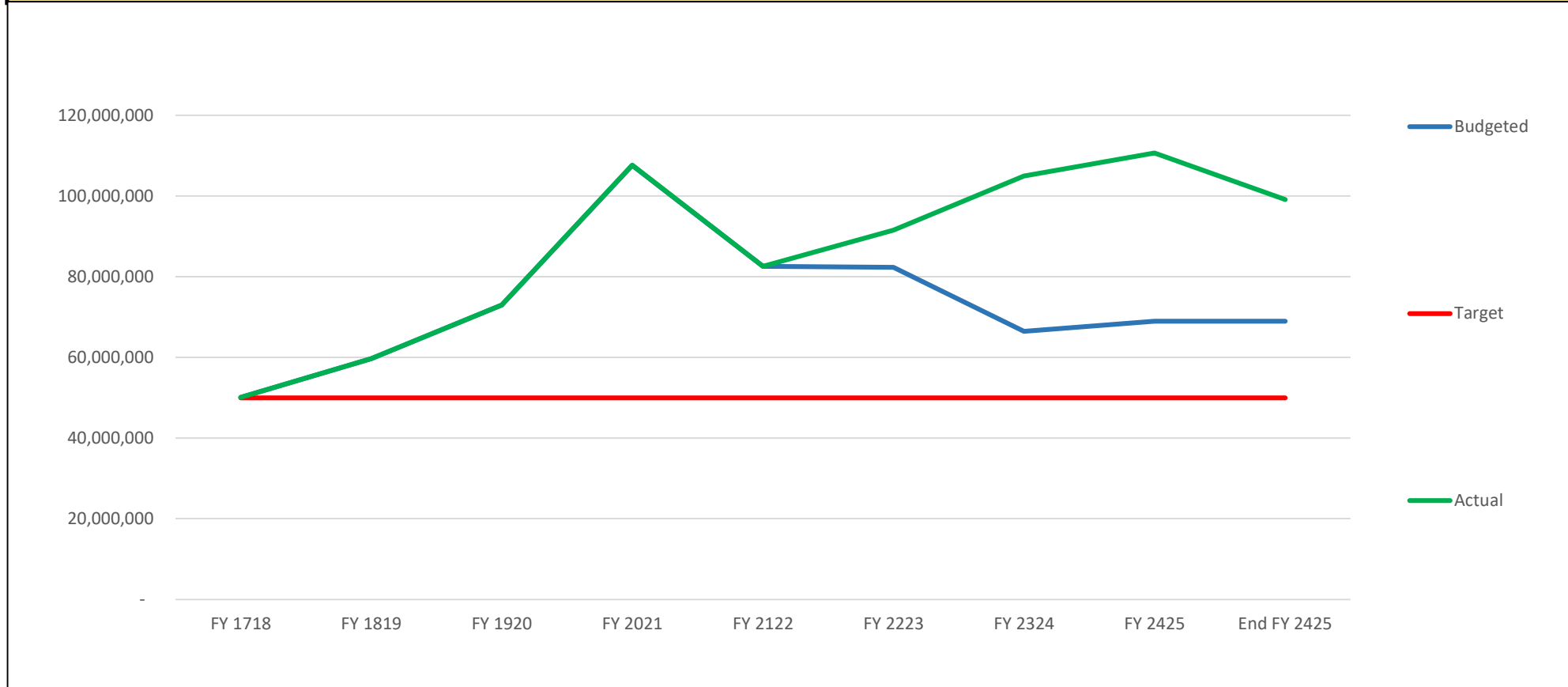
- New meter will be a line voltage meter. Current meter is a battery powered meter.
- Several pieces will need coordinated to work appropriately
- Cost includes: installing a power service, replacing the meter, installing a local display with flow rate and accumulated flow totals, installing two plc's and radio communication as well as integrating to the SCADA control computer.

Original meter installed to provide monthly totalized readings for PRRIP accounting and accessed infrequently for battery replacment and readings

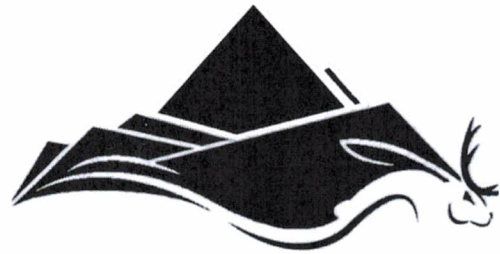
Capability of utilizing SCADA system would provide constant readings, remove burdens of failure not known until reading causing lose of flow rates. System would provide better quaility flow data and reduce the risk of having non-city staff enter a confined space. System would improve record management.

City of Douglas Overall Reserves & Targets FY 2425

RESERVES	Ending FY 1718	Ending FY 1819	Ending FY 1920	Ending FY 2021	Ending FY 2122	Ending FY 2223	Ending FY 2324	As of April FY 2425	Projection End FY 2425
Actual	50,110,452	59,637,255	72,981,953	107,631,740	82,548,368	91,512,751	104,950,707	110,703,211	99,091,659
Budgeted	50,110,452	59,637,255	72,981,953	107,631,740	82,548,368	82,304,017	66,421,873	68,967,055	68,967,055
Target	50,000,000	50,000,000	50,000,000	50,000,000	50,000,000	50,000,000	50,000,000	50,000,000	50,000,000



TREASURER'S REPORT



To the City Council:

The following is a General Statement of Accountability from the City Treasurer for the funds of the City of Douglas for the fiscal month to date ended and at **April 30, 2025**

FUND	Fund #	BALANCE AT BEGINNING OF MONTH	CASH RECEIPTS FOR PERIOD	CASH DISBURSEMENTS FOR PERIOD	TRANSFERS AND ADJUSTMENTS	BALANCE AT April 30, 2025
GOVERNMENTAL FUNDS						
GENERAL	10	\$ 41,856,489.92	\$ 1,544,683.41	\$ 852,938.92		\$ 42,548,234.41
SPECIAL REVENUE FUNDS						
-IMPACT ASSISTANCE	11	2,072,094.69	29,411.76	(0.00)		2,101,506.45
-POLICE SPECIAL PROJECTS	13	(8,973.58)	28,613.66	15,836.19		3,803.89
TOTAL SPECIAL REVENUE FUNDS		\$ 2,063,121.11	\$ 58,025.42	\$ 15,836.19	\$ -	\$ 2,105,310.34
TOTAL GOVERNMENTAL		\$ 43,919,611.03	\$ 1,602,708.83	\$ 868,775.11	\$ -	\$ 44,653,544.75
PROPRIETARY FUNDS						
ENTERPRISE FUNDS						
- WATER	31	12,665,497.69	224,960.53	324,576.91		12,565,881.31
-SEWER	32	1,302,087.30	1,118,950.60	148,637.11		2,272,400.79
-SANITATION	33	1,286,108.65	127,649.66	115,684.51		1,298,073.80
-LANDFILL	34	2,015,646.00	89,185.16	207,047.13		1,897,784.03
TOTAL ENTERPRISE		\$ 17,269,339.64	\$ 1,560,745.95	\$ 795,945.66	\$ -	\$ 18,034,139.93
INTERNAL SERVICE FUNDS						
- EMPLOYEE HEALTH CARE	39	246,439.23	206,379.51	234,759.44		218,059.30
TOTAL PROPRIETARY		\$ 17,515,778.87	\$ 1,767,125.46	\$ 1,030,705.10	\$ -	\$ 18,252,199.23
CAPITAL PROJECT FUNDS						
-CAPITAL IMPROVEMENT RESERVE	40	380,718.92	85.11	-		380,804.03
-ECONOMIC DEVELOPMENT	41	2,174,481.61	67.22	14,489.69		2,160,059.14
-BROWNFIELD GRANT	42	0.00	-	-		(0.00)
-CAPITAL EQUIPMENT RESERVE	47	1,755,227.69	1,681.68	38,819.16		1,718,090.21
-FIRE EQUIPMENT	50	580,508.23	-	-		580,508.23
-CLG - PROJECTS	53	7,321.66	-	-		7,321.66
-TRAIN CAR RESTORATION	54	73,653.90	-	-		73,653.90
-POOL IMPROVEMENTS	55	3,273,088.70	-	267,195.25		3,005,893.45
-STREET IMPROVEMENTS	56	14,926,576.11	-	28,410.89		14,898,165.22
-PUBLIC FACILITIES	57	21,167,920.03	3,766.02	135,212.92		21,036,473.13
-PARK IMPROVEMENTS	65	3,622,558.45	3,495.24	(155.58)		3,626,209.27
TOTAL CAPITAL PROJECT		\$ 47,962,055.30	\$ 9,095.27	\$ 483,972.33	\$ -	\$ 47,487,178.24
TRUST AND AGENCY FUNDS						
-PERPETUAL CARE FUND	90	191,073.45	1,149.20	-		192,222.65
-VISIBLE MEMORIALS FUND	91	1,019.95	1.38	-		1,021.33
- HISTORIC PRESERVATION	92	21,330.85	28.77	-		21,359.62
- ARTS & CULTURE BOARD	93		-	12,200.00		(12,200.00)
-UTILITY DEPOSITS	96	106,917.85	1,005.00	77.49		107,845.36
-DEFERRED COMP PAYABLE	97	39.61	-	-		39.61
TOTAL TRUST AND AGENCY		\$ 320,381.71	\$ 2,184.35	\$ 12,277.49	\$ -	\$ 310,288.57
TOTAL ALL FUNDS		\$ 109,717,826.91	\$ 3,381,113.91	\$ 2,395,730.03	\$ -	\$ 110,703,210.79

CERTIFICATION

I hereby certify that the foregoing is a true statement of my accountability to the City of Douglas for the total of the funds of the various accounts thereof as of the date of this report, and that said foregoing statement is materially correct, and that to cover the amount accountable to the City of Douglas stated in the foregoing statement, I hold the following:

Cash on hand.....	\$ 575.00
Cash and Investments at First Northern Bank	\$ 13,271,090.60
Cash and Investments at Points West Community Bank	5,719,087.88
Cash and Investments at Converse County Bank.....	68,730,165.60
Securities, Security Pools, and Interfund Advances.....	22,982,291.71
Total	\$ 110,703,210.79

Mary Nicol
 Mary Nicol, Treasurer
 April 30, 2025

CASH AND INVESTMENT SUMMARY
CITY OF DOUGLAS
April 30, 2025

<u>FUND</u>	<u>#</u>	<u>COMBINED CASH FUND</u>	<u>MONEY MARKETS</u>	<u>TIME DEPOSITS</u>	<u>SECURITY POOLS</u>	<u>TOTAL</u>
GOVERNMENTAL FUNDS						
GENERAL	10	\$ 3,423,984.37		\$22,633,431.98	\$ 16,490,818.06	\$ 42,548,234.41
SPECIAL REVENUE FUNDS						
-IMPACT ASSISTANCE	11	23,887.23		2,077,619.22	-	2,101,506.45
-POLICE SPECIAL PROJECTS	13	3,803.89		-	-	3,803.89
TOTAL SPECIAL REVENUE		27,691.12		2,077,619.22	-	2,105,310.34
		-		-	-	-
TOTAL GOVERNMENTAL		3,451,675.49		24,711,051.20	16,490,818.06	44,653,544.75
PROPRIETARY FUNDS						
ENTERPRISE FUNDS						
- WATER	31	169,760.59	126,097.06	7,849,202.56	4,420,821.10	12,565,881.31
-SEWER	32	239,509.63	126,097.05	587,041.33	1,319,752.78	2,272,400.79
-SANITATION	33	584,209.70	0.00	713,864.10		1,298,073.80
-LANDFILL	34	18,562.53		1,879,221.50		1,897,784.03
TOTAL ENTERPRISE		1,012,042.45	252,194.11	11,029,329.49	5,740,573.88	18,034,139.93
INTERNAL SERVICE FUNDS						
- EMPLOYEE HEALTH CARE	39	218,059.30		-	-	218,059.30
TOTAL PROPRIETARY		1,230,101.75	252,194.11	11,029,329.49	5,740,573.88	18,252,199.23
CAPITAL PROJECT FUNDS						
-CAPITAL IMPROVEMENT RESERVE	40	63,181.44		317,622.59		380,804.03
-ECONOMIC DEVELOPMENT	41	35,416.65		2,124,642.49		2,160,059.14
-BROWNFIELD GRANT	42					-
-CAPITAL EQUIPMENT RESERVE	47	1,209,633.87		508,456.34		1,718,090.21
-FIRE EQUIPMENT	50	18,980.79		561,527.44		580,508.23
-CLG - PROJECTS	53	7,321.66				7,321.66
-TRAIN CAR RESTORATION	54	73,653.90				73,653.90
-POOL IMPROVEMENTS	55	1,728,597.93		1,277,295.52		3,005,893.45
-STREET IMPROVEMENTS	56	246,677.05		14,651,488.17		14,898,165.22
-PUBLIC FACILITIES	57	1,063,488.02		19,972,985.11		21,036,473.13
-PARK IMPROVEMENTS	65	94,472.26		2,900,245.74	631,491.27	3,626,209.27
TOTAL CAPITAL PROJECT		4,541,423.57		42,314,263.40	631,491.27	47,487,178.24
TRUST AND AGENCY FUNDS						
-PERPETUAL CARE FUND	90	5,728.07		67,086.08	119,408.50	192,222.65
-VISIBLE MEMORIALS FUND	91	1,021.33		-		1,021.33
- HISTORIC PRESERVATION	92	21,359.62		-		21,359.62
- ARTS & CULTURE BOARD	93	(12,200.00)				(12,200.00)
-UTILITY DEPOSITS	96	12,731.26		95,114.10		107,845.36
-DEFERRED COMP PAYABLE	97	39.61				39.61
TOTAL TRUST AND AGENCY		28,679.89		162,200.18	119,408.50	310,288.57
TOTAL ALL FUNDS		\$ 9,251,880.70	\$ 252,194.11	\$ 78,216,844.27	\$ 22,982,291.71	\$ 110,703,210.79

CITY OF DOUGLAS
POOLED TIME DEPOSITS and MONEY MARKET ACCOUNT SUMMARY AND ALLOCATION
 April 30, 2025

CD's/TDOA's	10 General Fund	11 Impact Assistance Fund	31 Water Fund	32 Sewer Fund	33 Sanitation Fund	34 Landfill Fund	39 Health Ins. Fund	40 Cap. Imp. Reserve
CONVERSE COUNTY BANK	TOTAL							
TDOA #1290 - \$5,367,075.58 - 4.04%APY	4,796,965.42							
MATURES 12/18/2028 - 60 Months								
TDOA #1295 - \$1,528,242.58 - 4.2%APY	109,609.25		876,873.95	116,970.79	54,804.62	328,827.75		54,804.62
MATURES 9/21/2025 - 12 Months								
TDOA #1291 - \$1,124,582.87 - 4.10% APY	421,752.41							
MATURES 2/28/2029 - 60 Months								
TDOA #1292 - \$204,665.15 - 4.55% APY	1,114,263.17	150,000.00	57,131.58	35,816.47	292,883.71	292,883.71		
MATURES 6/25/2025 - 12 Months								
TDOA #1294 - \$5,566,503.86 - 3.80% APY	4,539,958.73		851,242.26	-		283,747.43		
MATURES 8/28/2027 - 36 Months								
TDOA #1296 - \$6,500,000 - 3.50% APY	2,161,626.69		281,461.81	29,918.73				
MATURES 9/26/2027 - 36 Months								
TDOA #1299 - \$21,000,228.24 - 4.06% APY	603,676.87		4,771,654.60		265,091.93	165,091.93		
MATURES 12/5/2027 - 36 Months								
TDOA #1297 - \$2,000,000 - 4.12% APY	2,041,070.07							
MATURES 9/30/2025 - 12 Months								
TDOA #1298 - \$5,000,000 - 4.30% APY	1,480,878.19		1,010,838.36	404,335.34	101,083.84	808,670.68	-	262,817.97
MATURES 11/18/2029 - 60 Months								
TDOA #1300 - \$5,000,000 - 4.21% APY	2,555,122.46							
MATURES 12/13/2025 - 12 Months								
TDOA #1293 - \$2,500,000 - 4.26% APY								
MATURES 8/15/2025 - 12 Months								
TOTAL - CONVERSE CO BANK	\$ 19,824,923.26	\$ 150,000.00	\$ 7,849,202.56	\$ 587,041.33	\$713,864.10	\$ 1,879,221.50	\$ -	\$317,622.59
FIRST NORTHERN BANK								
CD #101016574 - \$1,000,000 - 4.25% APY	1,047,103.65							
MATURES 3/1/2029 - 60 Months								
CD #101019669 - \$10,000,000 - 4.35% APY	566,586.39	\$1,927,619.22						
MATURES 8/15/2025 - 12 Months								
CD #101018802 - \$1,900,000 - 4.75% APY	1,968,577.63							
MATURES 6/25/2025 - 12 Months								
Total - First Northern Bank	\$ 2,535,164.02	\$1,927,619.22	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
POINTS WEST COMMUNITY BANK								
CD #40020351 - \$5,466,893.77 - 4.18% APY	273,344.70							
MATURES - 2/27/2026 - 12 months								
TOTAL - POINTS WEST	\$ 5,466,893.77	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL CD's/TDOA's	\$ 78,216,844.27	\$2,077,619.22	\$ 7,849,202.56	\$ 587,041.33	\$713,864.10	\$ 1,879,221.50	\$ -	\$317,622.59

Money Market Accounts								
POINTS WEST COMMUNITY BANK								
MMA #400101192 - \$200,000	252,194.11		126,097.06	126,097.05	0.00	0.00	0.00	0.00
TOTAL - POINTS WEST	\$ 252,194.11	0.00	126,097.06	126,097.05	0.00	0.00	0.00	0.00
TOTAL MMA's	\$ 252,194.11	0.00	126,097.06	126,097.05	0.00	0.00	0.00	0.00
GRAND TOTAL	\$ 78,469,038.38	\$2,077,619.22	\$ 7,975,299.62	\$ 713,138.38	\$713,864.10	\$ 1,879,221.50	\$ -	\$317,622.59

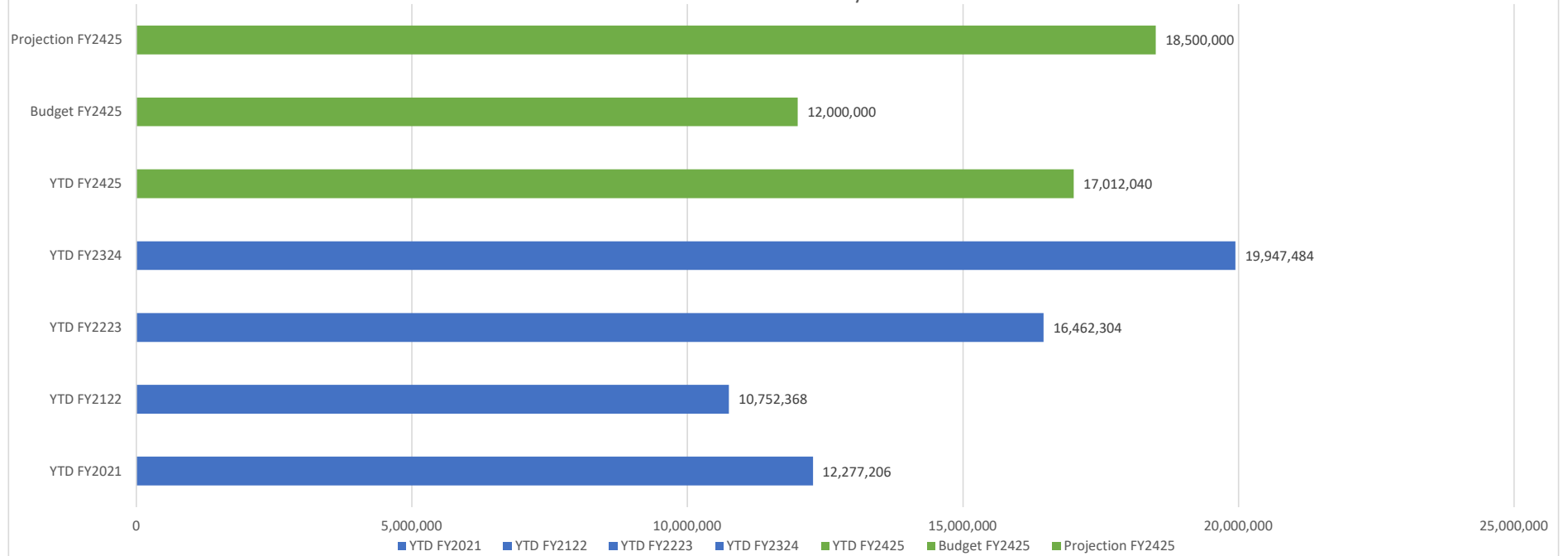
CITY OF DOUGLAS POOLED TIME DEPOSITS and MONEY MARKET ACCOUNT SUMMARY AND ALLOCATION April 30, 2025										
CD's/TDOA's		41 Economic Development	47 Cap. Equip. Reserve	50 Cap. Fire Equip. Reserve	55 Pool Improvements	56 Cap. Street Imp. Reserve	57 Cap. Public Fac. Imp. Reserve	65 Cap. Park Imp. Reserve	90 Perpetual Care Fund	96 Utility Dep. Fund
CONVERSE COUNTY BANK										
TDOA #1290 - \$5,367,075.58 - 4.04%APY						846,523.31				
MATURES 12/18/2028 - 60 Months										
TDOA #1295 - \$1,528,242.58 - 4.2%APY				102,247.71						
MATURES 9/21/2025 - 12 Months										
TDOA #1291 - \$1,124,582.87 - 4.10% APY					117,153.50				17573.04	29288.39
MATURES 2/28/2029 - 60 Months										
TDOA #1292 - \$204,665.15 - 4.55% APY				54,944.39	204,944.39		500,000.00			
MATURES 6/25/2025 - 12 Months										
TDOA #1294 - \$5,566,503.86 - 3.80% APY										
MATURES 8/28/2027 - 36 Months										
TDOA #1296 - \$6,500,000 - 3.50% APY		197,023.27	254,822.23		955,197.63	2,103,430.57	225,169.44	1,019,288.94	39,404.66	50,663.13
MATURES 9/26/2027 - 36 Months										
TDOA #1299 - \$21,000,228.24 - 4.06%						5,301,838.45	10,100,000.00			
MATURES 12/5/2027 - 36 Months										
TDOA #1297 - \$2,000,000 - 4.12%										
MATURES 9/30/2025 - 12 Months										
TDOA #1298 - \$5,000,000 - 4.30%				404,335.34		5,419.18	500,000.00	50,541.92	10,108.38	15,162.58
MATURES 11/18/2029 - 60 Months										
TDOA #1300 - \$5,000,000 - 4.21%						2,020,761.65	2,020,761.64	1,010,380.82		
MATURES 12/13/2025 - 12 Months										
TDOA #1293 - \$2,500,000 - 4.26%										
MATURES 8/15/2025 - 12 Months										
TOTAL - CONVERSE CO BANK		\$ 197,023.27	\$ 254,822.23	\$ 561,527.44	\$ 1,277,295.52	\$ 10,277,973.16	\$ 13,345,931.08	\$ 2,080,211.68	\$ 67,086.08	\$ 95,114.10
FIRST NORTHERN BANK										
CD #101016574 - \$1,000,000 - 4.25%										
MATURES 3/1/2029 - 60 Months							\$ 1,047,103.65			
CD #101019669 - \$10,000,000 - 4.35%		\$ 1,927,619.22	\$ 253,634.11				\$ 5,579,950.38			
MATURES 8/15/2025 - 12 Months										
CD #101018802 - \$1,900,000 - 4.75%										
MATURES 6/25/2025 - 12 Months		\$ 1,927,619.22	\$ 253,634.11	\$ -	\$ -	\$ -	\$ 6,627,054.03	\$ -	\$ -	\$ -
POINTS WEST COMMUNITY BANK										
CD #40020351 - \$5,466,893.77 - 4.18%						4,373,515.01		820,034.06		
MATURES - 2/27/2026 - 12 months										
TOTAL - POINTS WEST		\$ -	\$ -	\$ -	\$ -	\$ 4,373,515.01	\$ -	\$ 820,034.06	\$ -	\$ -
TOTAL CD's/TDOA's		\$ 2,124,642.49	\$ 508,456.34	\$ 561,527.44	\$ 1,277,295.52	\$ 14,651,488.17	\$ 19,972,985.11	\$ 2,900,245.74	\$ 67,086.08	\$ 95,114.10

CITY OF DOUGLAS
SECURITY POOLS SUMMARY AND ALLOCATION
April 30, 2025

INSTITUTION	TOTAL	10 GENERAL FUND	31 WATER FUND	32 SEWER FUND	65 PARK IMP FUND	90 Perpetual Care FUND
Wyoming State Treasurer - WYOSTAR	\$ 553,260.19	\$ 433,851.69		\$ -	\$ -	\$ 119,408.50
Wyo. Government Investment Fund - WG	266,362.09	-		266,362.09	-	-
Peak Investments	12,735,644.61	6,629,941.52	4,420,821.11	1,053,390.71	631,491.26	
WyoClass	9,427,024.81	9,427,024.81				
TOTAL	\$ 22,982,291.70	\$ 16,490,818.06	\$ 4,420,821.10	\$ 1,319,752.78	\$ 631,491.27	\$ 119,408.50

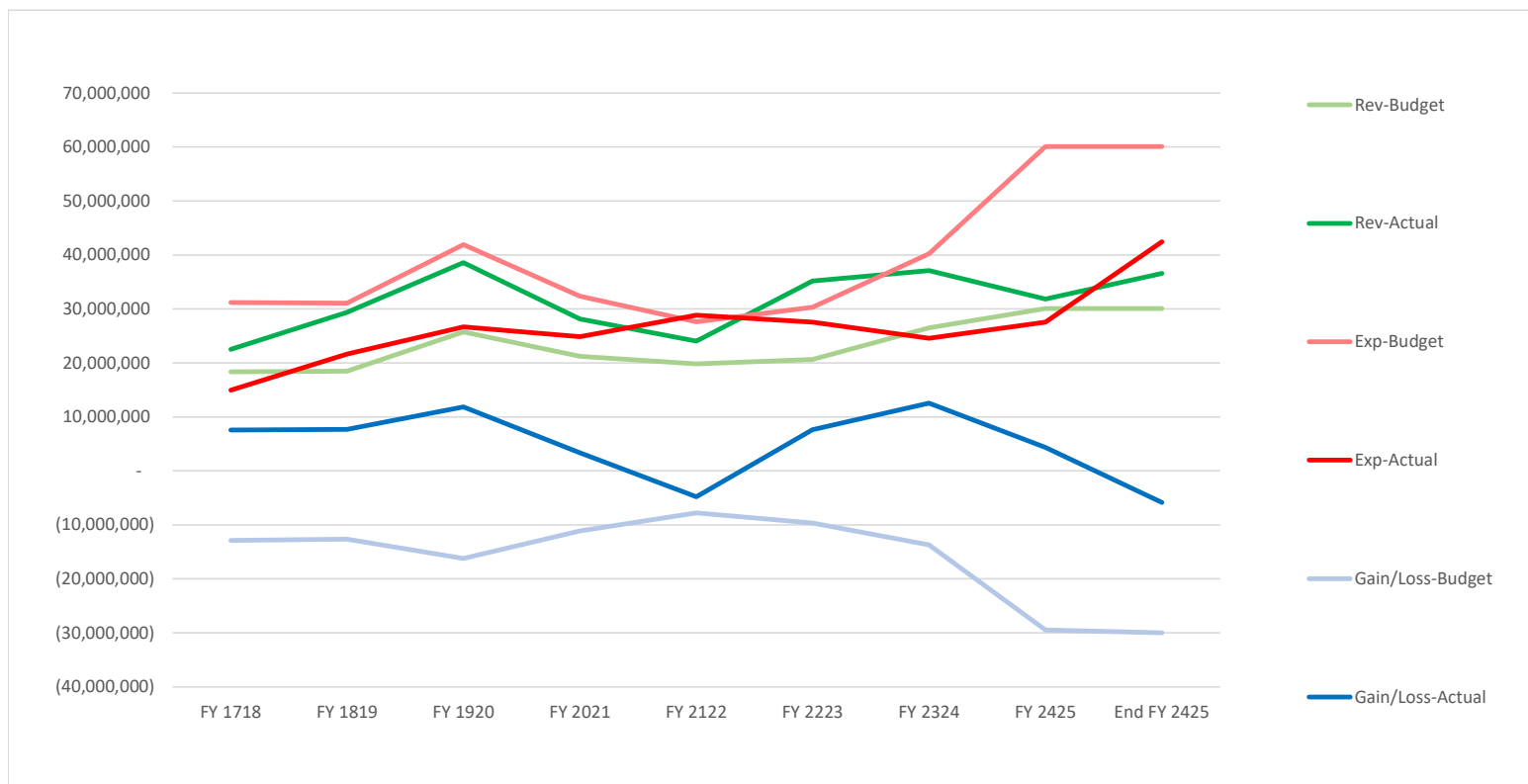
Sales Tax							Using Average % of Previous Years				Using Equal Monthly Budget		
	Average %	FY 2021	FY 2122	FY 2223	FY 2324	FY 2425	% Collected	Budget	FY 25 Variance	Total Variance	FY 25 Budget	FY 25 Variance	Total Variance
July	6.86%	721,591	688,361	1,180,151	1,593,239	1,659,312	13.83%	823,062	836,250	836,250	1,000,000	659,312	659,312
August	7.11%	678,770	621,431	1,477,386	1,626,656	1,255,674	10.46%	853,117	402,557	1,238,807	1,000,000	255,674	914,986
September	8.09%	1,170,188	669,516	1,420,424	1,593,741	1,287,925	10.73%	971,283	316,642	1,555,448	1,000,000	287,925	1,202,911
October	10.08%	1,806,775	733,755	1,832,154	1,524,683	2,059,904	17.17%	1,209,405	850,499	2,405,947	1,000,000	1,059,904	2,262,814
November	8.69%	1,102,858	944,700	1,539,437	1,521,004	1,685,775	14.05%	1,042,358	643,417	3,049,364	1,000,000	685,775	2,948,590
December	6.91%	543,590	858,551	1,272,109	1,499,682	1,685,090	14.04%	829,739	855,351	3,904,715	1,000,000	685,090	3,633,679
January	9.16%	1,457,143	839,002	1,210,210	1,914,457	1,722,773	14.36%	1,098,616	624,157	4,528,873	1,000,000	722,773	4,356,452
February	10.47%	1,801,333	1,092,275	1,498,053	1,584,696	1,688,343	14.07%	1,256,246	432,097	4,960,969	1,000,000	688,343	5,044,795
March	7.35%	885,536	945,710	953,719	1,512,571	1,274,371	10.62%	881,530	392,841	5,353,810	1,000,000	274,371	5,319,166
April	6.90%	581,268	940,150	1,244,896	1,304,870	933,522	7.78%	827,454	106,068	5,459,878	1,000,000	-66,478	5,252,688
May	9.59%	973,485	1,159,826	1,379,561	2,243,612	1,759,352	14.66%	1,150,309	609,043	6,068,921	1,000,000	759,352	6,012,040
June	8.81%	554,668	1,259,090	1,454,204	2,028,274								
Revenue		12,277,206	10,752,368	16,462,304	19,947,484	17,012,040	141.77%	12,000,000	6,068,921	6,068,921	12,000,000	6,012,040	6,012,040
Budget		7,500,000	7,500,000	8,500,000	10,000,000	12,000,000							
Monthly Average		1,023,100	896,031	1,371,859	1,662,290	1,546,549							

Sales Tax History



City of Douglas Overall Budget-Projected FY 2425

OVERALL TRENDS								As of April FY 2425	Projection End FY 2425
	FY 1718	FY 1819	FY 1920	FY 2021	FY 2122	FY 2223	FY 2324		
Rev-Budget	18,357,558	18,455,712	25,727,819	21,213,655	19,848,238	20,636,557	26,483,898	30,102,005	30,102,005
Rev-Actual	22,505,521	29,376,308	38,550,967	28,183,299	24,018,421	35,191,787	37,150,744	31,886,188	36,602,005
Exp-Budget	31,208,596	31,072,790	41,946,674	32,358,571	27,643,909	30,291,041	40,205,060	60,071,977	60,071,977
Exp-Actual	14,963,958	21,667,745	26,676,029	24,848,172	28,812,865	27,528,699	24,611,879	27,544,584	42,461,053
Gain/Loss-Budget	(12,851,038)	(12,617,078)	(16,218,855)	(11,144,916)	(7,795,671)	(9,654,484)	(13,721,162)	(29,490,824)	(29,969,972)
Gain/Loss-Actual	7,541,563	7,708,563	11,874,938	3,335,127	(4,794,444)	7,663,088	12,538,865	4,341,604	(5,859,048)



Account Number	Account Title	2024-25 Current year Actual	2024-25 Current year Budget
GENERAL FUND			
GENERAL GOVT - NON DEPARTMENTL			
10-5100-1021	EMPLOYEE BENEFITS - SCL SCRTY	66	55
10-5100-1023	EMPLOYEE BENEFITS - HEALTH INS	27,379	18,150
10-5100-1025	EMPLOYEE BENEFITS - WRKRS COMP	14	0
10-5100-1032	EMPLOYEE BENEFITS - MDCL SRVC	1,868	3,000
10-5100-2101	POSTAGE/FREIGHT	6,398	7,000
10-5100-2115	PUBLISHING/ADVERTISING	32,838	40,000
10-5100-2120	DUES/MEMBERSHIPS/SUBSCRIPTIONS	70	200
10-5100-2122	TRAINING/DEVELOPMENT	35	20,000
10-5100-2123	MEALS/LODGING/TRAVEL	2,660	0
10-5100-2131	UTILITY SERVICES - ELECTRICITY	73,923	80,000
10-5100-2132	UTILITY SERVICES - WTR/SWR/GRB	1,979	2,750
10-5100-2133	UTILITY SERVICES - NATURAL GAS	2,420	5,500
10-5100-2134	TELECOMMUNICATIONS	11,663	11,000
10-5100-2141	EQUIPMENT - RENT	513	225
10-5100-2151	LEGAL	33,944	47,000
10-5100-2152	ACCOUNTING/AUDITING	43,000	75,000
10-5100-2155	REPAIRS/MAINTENANCE	14,731	25,000
10-5100-2156	MAINTENANCE AGREEMENT	7,998	6,980
10-5100-2157	INSURANCE	134,457	115,500
10-5100-2158	MISC CONTRACTUAL SERVICES	491,998	383,235
10-5100-2166	COLLECTION FEES	0	75
10-5100-2175	REFUNDS/REIMBURSEMENT EXPENSE	454	600
10-5100-3201	OFFICE SUPPLIES	13,319	15,000
10-5100-3202	BAD DEBTS EXPENSE	10,418	0
10-5100-3210	OPERATING SUPPLIES	19,075	22,000
10-5100-3220	EQUIPMENT/TOOLS-NON CAPITALIZE	2,188	0
10-5100-3230	REFRESHMENT SUPPLIES	6,738	15,000
10-5100-3235	FUEL	576	1,500
10-5100-7601	CLAIMS AGAINST CITY	10,920	5,000
10-5100-7606	UNEMPLOYMENT CLAIMS	4,246	1,000
Total GENERAL GOVT - NON DEPARTMENTL:		955,890	900,770
GENERAL GOVT - NON DEPARTMENTL			
10-5101-1001	SALARIES/WAGES - REGULAR	21,500	25,500
10-5101-1021	EMPLOYEE BENEFITS - SCL SCRTY	1,645	1,951

Account Number	Account Title	2024-25 Current year Actual	2024-25 Current year Budget
10-5101-1025	EMPLOYEE BENEFITS - WRKRS COMP	284	365
10-5101-2120	DUES/MEMBERSHIPS/SUBSCRIPTIONS	8,516	8,275
10-5101-2122	TRAINING/DEVELOPMENT	1,655	7,500
10-5101-2123	MEALS/LODGING/TRAVEL	3,118	6,000
10-5101-3210	OPERATING SUPPLIES	160	500

Total GENERAL GOVT - NON DEPARTMENTL:	36,878	50,091
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GENERAL GOVT - NON DEPARTMENTL

10-5102-1001	SALARIES/WAGES - REGULAR	495,785	601,215
10-5102-1002	SALARIES/WAGES - OVERTIME	2,923	1,500
10-5102-1005	SALARIES/WAGES - LONGEVITY	1,343	1,343
10-5102-1006	SALARIES/WAGES - ALLOWANCES	1,925	2,100
10-5102-1021	EMPLOYEE BENEFITS - SCL SCRTY	40,883	47,017
10-5102-1023	EMPLOYEE BENEFITS - HEALTH INS	148,808	167,920
10-5102-1025	EMPLOYEE BENEFITS - WRKRS COMP	9,588	13,639
10-5102-1026	EMPLOYEE BENEFITS - DFRRD COMP	7,143	8,449
10-5102-1029	EMPLOYEE BENEFITS - WY RTRMNT	93,090	112,226
10-5102-2120	DUES/MEMBERSHIPS/SUBSCRIPTIONS	2,158	3,310
10-5102-2122	TRAINING/DEVELOPMENT	2,672	12,000
10-5102-2123	MEALS/LODGING/TRAVEL	6,949	14,000
10-5102-2134	TELECOMMUNICATIONS	453	0
10-5102-3210	OPERATING SUPPLIES	163	500
10-5102-3220	EQUIPMENT/TOOLS-NON CAPITALIZE	2,529	7,500

Total GENERAL GOVT - NON DEPARTMENTL:	816,411	992,719
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GENERAL GOVT - NON DEPARTMENTL

10-5103-2120	DUES/MEMBERSHIPS/SUBSCRIPTIONS	11,393	0
10-5103-2155	REPAIRS/MAINTENANCE	0	6,800
10-5103-2156	MAINTENANCE AGREEMENT	41,580	45,100
10-5103-2158	MISC CONTRACTUAL SERVICES	60,956	216,980
10-5103-3210	OPERATING SUPPLIES	0	2,400
10-5103-3220	EQUIPMENT/TOOLS-NON CAPITALIZE	109,988	242,600

Total GENERAL GOVT - NON DEPARTMENTL:	223,917	513,880
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GENERAL GOVT - NON DEPARTMENTL

Account Number	Account Title	2024-25 Current year Actual	2024-25 Current year Budget
10-5105-1001	SALARIES/WAGES - REGULAR	51,051	60,125
10-5105-1005	SALARIES/WAGES - LONGEVITY	517	517
10-5105-1021	EMPLOYEE BENEFITS - SCL SCRTY	4,057	4,772
10-5105-1023	EMPLOYEE BENEFITS - HEALTH INS	6,978	7,650
10-5105-1025	EMPLOYEE BENEFITS - WRKRS COMP	985	1,353
10-5105-1026	EMPLOYEE BENEFITS - DFRD COMP	1,470	1,741
10-5105-1029	EMPLOYEE BENEFITS - WY RTRMNT	6,843	8,104
10-5105-2120	DUES/MEMBERSHIPS/SUBSCRIPTIONS	0	195
10-5105-2122	TRAINING/DEVELOPMENT	150	420
10-5105-2123	MEALS/LODGING/TRAVEL	36	540
10-5105-2151	LEGAL	13,925	26,000
10-5105-2156	MAINTENANCE AGREEMENT	198	2,580
10-5105-2175	REFUNDS/REIMBURSEMENT EXPENSE	0	250
10-5105-3210	OPERATING SUPPLIES	212	500
10-5105-3233	UNIFORMS/CARE	0	150
Total GENERAL GOVT - NON DEPARTMENTL:		86,421	114,897

GENERAL GOVT - NON DEPARTMENTL

10-5106-1001	SALARIES/WAGES - REGULAR	253,016	299,271
10-5106-1005	SALARIES/WAGES - LONGEVITY	1,041	1,041
10-5106-1006	SALARIES/WAGES - ALLOWANCES	825	900
10-5106-1021	EMPLOYEE BENEFITS - SCL SCRTY	20,065	23,750
10-5106-1023	EMPLOYEE BENEFITS - HEALTH INS	27,188	37,180
10-5106-1025	EMPLOYEE BENEFITS - WRKRS COMP	4,868	6,777
10-5106-1026	EMPLOYEE BENEFITS - DFRD COMP	7,821	9,249
10-5106-1029	EMPLOYEE BENEFITS - WY RTRMNT	39,290	46,475
10-5106-2120	DUES/MEMBERSHIPS/SUBSCRIPTIONS	2,158	1,955
10-5106-2122	TRAINING/DEVELOPMENT	2,340	3,620
10-5106-2123	MEALS/LODGING/TRAVEL	3,154	5,580
10-5106-2134	TELECOMMUNICATIONS	1,000	1,250
10-5106-2153	ARCHITECT/ENGINEERING/SURVEY	840	18,939
10-5106-2155	REPAIRS/MAINTENANCE	0	1,000
10-5106-2156	MAINTENANCE AGREEMENT	1,315	5,050
10-5106-2158	MISC CONTRACTUAL SERVICES	18,949	57,000
10-5106-2175	REFUNDS/REIMBURSEMENT EXPENSE	0	750
10-5106-3210	OPERATING SUPPLIES	1,716	7,575
10-5106-3220	EQUIPMENT/TOOLS-NON CAPITALIZE	0	1,000

Account Number	Account Title	2024-25 Current year Actual	2024-25 Current year Budget
10-5106-3235	FUEL	694	2,000
Total GENERAL GOVT - NON DEPARTMENTL:		386,280	530,362

GENERAL GOVT - NON DEPARTMENTL

10-5110-8702	COMM SERV-CNTRCT-COMM CLUB/GE	0	60,000
10-5110-8703	COMM SERV-CNTRCT-YOUTH RCREAT	35,000	35,000
10-5110-8705	COMM SERV-CNTRCT-HIGH COUNTRY	0	30,000
10-5110-8707	COMM SERV-CNTRCT-CHLD/FMLY DVL	4,167	5,000
10-5110-8709	COMM SERV-CNTRCT-YOUTH DVLPMN	16,667	20,000
10-5110-8714	COMM SERV-CNTRCT-THE ENTERPRIS	75,000	100,000
10-5110-8723	COMM SERV-CNTRCT-DGLS HOCKEY	0	24,000
10-5110-8730	COMM SERV-CNTRCT-GATHERING INC	27,454	42,500
10-5110-8734	COMM SERV-CNTRC-LARAMIE PEAK	78,328	110,000
10-5110-8746	COMM SERV-CNTRCT-BOYS & GIRLS	22,500	30,000
10-5110-8750	COMM SERV-CNTRCT-CHLDRNS ADVO	6,000	8,000
10-5110-8753	COMM SERV-CNTRCT-COMM SRVC BL	2,102	7,500
10-5110-8755	COMM SERV-CNTRCT-HELPING HAND	0	8,600
10-5110-8759	COMM SRVC CNTRCT-HOPE CENTER	10,976	25,000
10-5110-8763	COMM SRVC CNTRCT-OUTDR ENTHST	10,000	25,000
Total GENERAL GOVT - NON DEPARTMENTL:		288,193	530,600

GENERAL GOVT - NON DEPARTMENTL

10-5111-8744	COMM SERV-CNTRCT-FIRE SPPRSN	214,256	1,205,445
10-5111-8760	COMM SRVC CNTRCT-JOINT JUSTICE	640,336	1,100,000
Total GENERAL GOVT - NON DEPARTMENTL:		854,592	2,305,445

POLICE DEPT - ADMINISTRATION

10-5201-1001	SALARIES/WAGES - REGULAR	157,562	186,794
10-5201-1002	SALARIES/WAGES - OVERTIME	266	250
10-5201-1005	SALARIES/WAGES - LONGEVITY	281	281
10-5201-1006	SALARIES/WAGES - ALLOWANCES	825	900
10-5201-1021	EMPLOYEE BENEFITS - SCL SCRTY	12,196	14,444
10-5201-1023	EMPLOYEE BENEFITS - HEALTH INS	35,501	39,415
10-5201-1025	EMPLOYEE BENEFITS - WRKRS COMP	3,527	4,527
10-5201-1026	EMPLOYEE BENEFITS - DFRRD COMP	490	580

Account Number	Account Title	2024-25 Current year Actual	2024-25 Current year Budget
10-5201-1029	EMPLOYEE BENEFITS - WY RTRMNT	29,206	34,682
10-5201-2120	DUES/MEMBERSHIPS/SUBSCRIPTIONS	423	655
10-5201-2122	TRAINING/DEVELOPMENT	920	1,400
10-5201-2123	MEALS/LODGING/TRAVEL	1,884	2,050
10-5201-2131	UTILITY SERVICES - ELECTRICITY	1,611	2,000
10-5201-2134	TELECOMMUNICATIONS	400	481
10-5201-2155	REPAIRS/MAINTENANCE	0	250
10-5201-2156	MAINTENANCE AGREEMENT	924	1,200
10-5201-2158	MISC CONTRACTUAL SERVICES	950	4,550
10-5201-2161	INCARCERATION CONTRACT	1,110	2,500
10-5201-3210	OPERATING SUPPLIES	2,770	5,300
10-5201-3233	UNIFORMS/CARE	396	500
10-5201-3235	FUEL	822	813
Total POLICE DEPT - ADMINISTRATION:		252,064	303,572

POLICE DEPT - ADMINISTRATION

10-5202-1001	SALARIES/WAGES - REGULAR	1,086,249	1,366,407
10-5202-1002	SALARIES/WAGES - OVERTIME	62,024	65,000
10-5202-1005	SALARIES/WAGES - LONGEVITY	2,406	2,610
10-5202-1006	SALARIES/WAGES - ALLOWANCES	550	600
10-5202-1021	EMPLOYEE BENEFITS - SCL SCRTY	88,656	110,441
10-5202-1023	EMPLOYEE BENEFITS - HEALTH INS	328,933	290,298
10-5202-1025	EMPLOYEE BENEFITS - WRKRS COMP	21,989	32,279
10-5202-1026	EMPLOYEE BENEFITS - DFRRD COMP	7,638	9,055
10-5202-1029	EMPLOYEE BENEFITS - WY RTRMNT	210,350	262,067
10-5202-2120	DUES/MEMBERSHIPS/SUBSCRIPTIONS	894	1,154
10-5202-2122	TRAINING/DEVELOPMENT	11,971	20,598
10-5202-2123	MEALS/LODGING/TRAVEL	11,596	17,200
10-5202-2134	TELECOMMUNICATIONS	15,504	18,390
10-5202-2155	REPAIRS/MAINTENANCE	2,054	10,592
10-5202-2156	MAINTENANCE AGREEMENT	15,325	26,470
10-5202-2158	MISC CONTRACTUAL SERVICES	0	2,500
10-5202-3201	OFFICE SUPPLIES	0	300
10-5202-3210	OPERATING SUPPLIES	35,300	56,788
10-5202-3220	EQUIPMENT/TOOLS-NON CAPITALIZE	20,642	24,271
10-5202-3233	UNIFORMS/CARE	14,690	20,000
10-5202-3235	FUEL	23,848	27,000

Account Number	Account Title	2024-25 Current year Actual	2024-25 Current year Budget
Total POLICE DEPT - ADMINISTRATION:		1,960,620	2,364,020
PUBLIC WORKS - ADMINISTRATION			
10-5301-1001	SALARIES/WAGES - REGULAR	162,264	192,501
10-5301-1005	SALARIES/WAGES - LONGEVITY	1,450	1,450
10-5301-1006	SALARIES/WAGES - ALLOWANCES	825	900
10-5301-1021	EMPLOYEE BENEFITS - SCL SCRTY	12,618	14,966
10-5301-1023	EMPLOYEE BENEFITS - HEALTH INS	33,537	37,003
10-5301-1025	EMPLOYEE BENEFITS - WRKRS COMP	3,143	4,402
10-5301-1029	EMPLOYEE BENEFITS - WY RTRMNT	30,213	35,844
10-5301-2120	DUES/MEMBERSHIPS/SUBSCRIPTIONS	248	240
10-5301-2122	TRAINING/DEVELOPMENT	1,300	640
10-5301-2123	MEALS/LODGING/TRAVEL	555	650
10-5301-2131	UTILITY SERVICES - ELECTRICITY	8,436	10,700
10-5301-2132	UTILITY SERVICES - WTR/SWR/GRB	3,751	5,000
10-5301-2133	UTILITY SERVICES - NATURAL GAS	10,071	10,000
10-5301-2134	TELECOMMUNICATIONS	803	800
10-5301-2153	ARCHITECT/ENGINEERING/SURVEING	0	2,000
10-5301-2155	REPAIRS/MAINTENANCE	828	1,500
10-5301-2156	MAINTENANCE AGREEMENT	401	400
10-5301-3210	OPERATING SUPPLIES	3,342	4,000
10-5301-3230	REFRESHMENT SUPPLIES	379	1,250
10-5301-3235	FUEL	630	1,500
Total PUBLIC WORKS - ADMINISTRATION:		274,794	325,746

PUBLIC WORKS - ADMINISTRATION

10-5302-1001	SALARIES/WAGES - REGULAR	198,567	235,201
10-5302-1002	SALARIES/WAGES - OVERTIME	214	500
10-5302-1005	SALARIES/WAGES - LONGEVITY	813	813
10-5302-1006	SALARIES/WAGES-ALLOWANCE	550	600
10-5302-1021	EMPLOYEE BENEFITS - SCL SCRTY	15,361	18,199
10-5302-1023	EMPLOYEE BENEFITS - HEALTH INS	95,082	103,935
10-5302-1025	EMPLOYEE BENEFITS - WRKRS COMP	3,823	5,353
10-5302-1029	EMPLOYEE BENEFITS - WY RTRMNT	37,013	43,888
10-5302-2120	DUES/MEMBERSHIPS/SUBSCRIPTIONS	6,408	6,549
10-5302-2122	TRAINING/DEVELOPMENT	125	2,400

Account Number	Account Title	2024-25 Current year Actual	2024-25 Current year Budget
10-5302-2141	EQUIPMENT RENT	0	200
10-5302-2155	REPAIRS/MAINTENANCE	2,342	2,500
10-5302-3210	OPERATING SUPPLIES	19,398	18,000
10-5302-3220	EQUIPMENT/TOOLS-NON CAPITALIZE	3,592	3,964
10-5302-3235	FUEL	1,248	2,500
10-5302-3237	OIL/LUBE/FLUIDS	8,741	14,000
Total PUBLIC WORKS - ADMINISTRATION:		393,276	458,602

PUBLIC WORKS - ADMINISTRATION

10-5304-1001	SALARIES/WAGES - REGULAR	215,067	266,522
10-5304-1002	SALARIES/WAGES - OVERTIME	1,111	5,500
10-5304-1004	SALARIES/WAGES - TEMPORARY	29,145	86,968
10-5304-1005	SALARIES/WAGES - LONGEVITY	980	1,219
10-5304-1006	SALARIES/WAGES - ALLOWANCES	275	300
10-5304-1021	EMPLOYEE BENEFITS - SCL SCRTY	18,889	27,609
10-5304-1023	EMPLOYEE BENEFITS - HEALTH INS	102,631	116,936
10-5304-1025	EMPLOYEE BENEFITS - WRKRS COMP	4,710	8,120
10-5304-1029	EMPLOYEE BENEFITS - WY RTRMNT	40,252	50,650
10-5304-2120	DUES/MEMBERSHIPS/SUBSCRIPTIONS	398	800
10-5304-2122	TRAINING/DEVELOPMENT	0	2,350
10-5304-2123	MEALS/LODGING/TRAVEL	0	500
10-5304-2131	UTILITY SERVICES - ELECTRICITY	18,515	22,000
10-5304-2132	UTILITY SERVICES - WTR/SWR/GRB	59,506	95,000
10-5304-2133	NATURAL GAS, PROPANE	391	500
10-5304-2141	EQUIPMENT - RENT	0	1,000
10-5304-2155	REPAIRS/MAINTENANCE	2,704	5,000
10-5304-2156	MAINTENANCE AGREEMENT	1,689	1,650
10-5304-2158	MISC CONTRACTUAL SERVICES	51,325	61,000
10-5304-3210	OPERATING SUPPLIES	28,714	57,000
10-5304-3220	EQUIPMENT/TOOLS-NON CAPITALIZE	0	2,500
10-5304-3235	FUEL	8,074	10,000
Total PUBLIC WORKS - ADMINISTRATION:		584,375	823,124

PUBLIC WORKS - ADMINISTRATION

10-5305-1001	SALARIES/WAGES - REGULAR	267,698	324,891
10-5305-1002	SALARIES/WAGES - OVERTIME	3,803	4,000

Account Number	Account Title	2024-25 Current year Actual	2024-25 Current year Budget
10-5305-1004	SALARIES/WAGES - TEMPORARY	8,122	20,500
10-5305-1005	SALARIES/WAGES - LONGEVITY	1,393	1,393
10-5305-1006	SALARIES/WAGES - ALLOWANCES	275	300
10-5305-1021	EMPLOYEE BENEFITS - SCL SCRTY	21,544	26,888
10-5305-1023	EMPLOYEE BENEFITS - HEALTH INS	88,460	101,407
10-5305-1025	EMPLOYEE BENEFITS - WRKRS COMP	5,372	7,908
10-5305-1029	EMPLOYEE BENEFITS - WY RTRMNT	50,553	61,240
10-5305-2120	DUES/MEMBERSHIPS/SUBSCRIPTIONS	0	240
10-5305-2122	TRAINING/DEVELOPMENT	1,427	3,900
10-5305-2123	MEALS/LODGING/TRAVEL	1,993	1,700
10-5305-2155	REPAIRS/MAINTENANCE	13,967	60,000
10-5305-2158	MISC CONTRACTUAL SERVICES	58,719	73,200
10-5305-3210	OPERATING SUPPLIES	52,496	76,000
10-5305-3220	EQUIPMENT/TOOLS-NON CAPITALIZE	2,526	3,000
10-5305-3235	FUEL	18,654	28,000
Total PUBLIC WORKS - ADMINISTRATION:		597,001	794,567

PUBLIC WORKS - ADMINISTRATION

10-5306-1001	SALARIES/WAGES - REGULAR	162,440	166,612
10-5306-1002	SALARIES/WAGES - OVERTIME	1,551	1,500
10-5306-1004	SALARIES/WAGES - TEMPORARY	0	17,394
10-5306-1005	SALARIES/WAGES - LONGEVITY	384	1,281
10-5306-1006	SALARIES/WAGES - ALLOWANCES	275	300
10-5306-1021	EMPLOYEE BENEFITS - SCL SCRTY	12,615	14,342
10-5306-1023	EMPLOYEE BENEFITS - HEALTH INS	46,663	65,044
10-5306-1025	EMPLOYEE BENEFITS - WRKRS COMP	3,145	4,218
10-5306-1029	EMPLOYEE BENEFITS - WY RTRMNT	24,973	31,302
10-5306-2120	DUES/MEMBERSHIPS/SUBSCRIPTIONS	0	100
10-5306-2122	TRAINING/DEVELOPMENT	400	650
10-5306-2131	UTILITY SERVICES - ELECTRICITY	3,151	3,500
10-5306-2132	UTILITY SERVICES - WTR/SWR/GRB	43,291	60,000
10-5306-2133	UTILITY SERVICES - NATURAL GAS	1,274	2,000
10-5306-2134	TELECOMMUNICATIONS	650	1,000
10-5306-2141	EQUIPMENT - RENT	0	200
10-5306-2155	REPAIRS/MAINTENANCE	1,082	1,500
10-5306-2156	MAINTENANCE AGREEMENT	967	1,000
10-5306-2158	MISC CONTRACTUAL SERVICES	8,390	10,000

Account Number	Account Title	2024-25 Current year Actual	2024-25 Current year Budget
10-5306-3210	OPERATING SUPPLIES	9,819	13,000
10-5306-3220	EQUIPMENT/TOOLS-NON CAPITALIZE	402	1,000
10-5306-3235	FUEL	2,823	2,750
10-5306-6540	LAND	1,250	0
Total PUBLIC WORKS - ADMINISTRATION:		325,545	398,693

PUBLIC WORKS - ADMINISTRATION

10-5307-2131	UTILITY SERVICES - ELECTRICITY	3,980	7,000
10-5307-2132	UTILITY SERVICES - WTR/SWR/GRB	1,038	13,000
10-5307-2133	UTILITY SERVICES - NATURAL GAS	415	10,000
10-5307-2134	TELECOMMUNICATIONS	1,034	1,500
10-5307-2155	REPAIRS/MAINTENANCE	0	5,000
10-5307-2158	MISC CONTRACTUAL SERVICES	87,876	148,612
10-5307-3210	OPERATING SUPPLIES	739	14,000
10-5307-3220	EQUIPMENT/TOOLS-NON CAPITALIZE	1,053	2,500
Total PUBLIC WORKS - ADMINISTRATION:		96,135	201,612

POLICE SPECIAL PROJECTS FUND**K9 PROGRAM**

13-5820-1001	SALARIES/WAGES - REGULAR	0	14,333
13-5820-1002	SALARIES/WAGES - OVERTIME	2,642	0
13-5820-1021	EMPLOYEES BENEFITS - SCL SCRTY	202	1,096
13-5820-1023	EMPLOYEE BENEFITS - HEALTH INS	450	373
13-5820-1025	EMPLOYEE BENEFITS - WRKSR COMP	50	322
13-5820-1029	EMPLOYEE BENEFITS - WY RTRMNT	495	2,669
13-5820-2158	MISC CONTRACTUAL SERVICES	6,302	8,162
13-5820-3220	EQUIPMENT/TOOLS NON CAPITALIZE	15,000	15,000
Total K9 PROGRAM:		25,141	41,955

K9 PROGRAM

13-5821-1001	SALARIES/WAGES - REGULAR	3,319	6,095
13-5821-1021	EMPLOYEE BENEFITS - SCL SCRTY	254	466
13-5821-1023	EMPLOYEE BENEFITS - HEALTH INS	674	0
13-5821-1025	EMPLOYEE BENEFITS - WRKRS COMP	63	137

Account Number	Account Title	2024-25 Current year Actual	2024-25 Current year Budget
13-5821-1029	EMPLOYEE BENEFITS - WY RTRMNT	618	1,135
Total K9 PROGRAM:		4,929	7,833

K9 PROGRAM

13-5830-1001	SALARIES/WAGES - REGULAR	57,818	70,914
13-5830-1002	SALARIES/WAGES - OVERTIME	1,952	2,500
13-5830-1005	SALARIES/WAGES - LONGEVITY	155	155
13-5830-1021	EMPLOYEE BENEFITS - SCL SCRTY	4,584	5,628
13-5830-1023	EMPLOYEE BENEFITS - HEALTH INS	23,540	25,731
13-5830-1025	EMPLOYEE BENEFITS - WRKRS COMP	1,145	1,655
13-5830-1029	EMPLOYEE BENEFITS - WY RTRMNT	11,129	13,204
Total K9 PROGRAM:		100,323	119,787

K9 PROGRAM

13-5831-1001	SALARIES/WAGES - REGULAR	455	6,750
13-5831-1021	EMPLOYEE BENEFITS - SCL SCRTY	35	419
13-5831-1023	EMPLOYEE BENEFITS - HEALTH INS	96	0
13-5831-1025	EMPLOYEE BENEFITS - WRKRS COMP	9	152
13-5831-1029	EMPLOYEE BENEFITS - WY RTRMNT	85	1,257
13-5831-3210	OPERATING SUPPLIES	580	0
Total K9 PROGRAM:		1,260	8,578

K9 PROGRAM

13-5838-3233	UNIFORMS/CARE	0	5,376
Total K9 PROGRAM:		0	5,376

WATER FUND**WATER - ADMINISTRATION**

31-5400-1150	DEPRECIATION	637,500	850,000
31-5400-2158	MISC CONTRACTUAL SERVICES	12,984	15,000
31-5400-2166	COLLECTION FEES	330	500
31-5400-2175	REFUNDS/REIMBURSEMENT EXPENSE	16,947	16,717
31-5400-4347	MANAGEMENT FEES	212,174	282,899

Account Number	Account Title	2024-25 Current year Actual	2024-25 Current year Budget
Total WATER - ADMINISTRATION:		879,935	1,165,116
WATER - ADMINISTRATION			
31-5401-1001	SALARIES/WAGES - REGULAR	110,134	130,541
31-5401-1002	SALARIES/WAGES - OVERTIME	4,936	6,000
31-5401-1005	SALARIES/WAGES - LONGEVITY	715	715
31-5401-1006	SALARIES/WAGES - ALLOWANCES	275	300
31-5401-1021	EMPLOYEE BENEFITS - SCL SCRTY	8,904	10,553
31-5401-1023	EMPLOYEE BENEFITS - HEALTH INS	35,428	39,158
31-5401-1025	EMPLOYEE BENEFITS - WRKRS COMP	2,217	3,104
31-5401-1029	EMPLOYEE BENEFITS - WY RTRMNT	21,426	25,424
31-5401-2122	TRAINING/DEVELOPMENT	478	2,570
31-5401-2123	MEALS/LODGING/TRAVEL	0	800
31-5401-2131	UTILITY SERVICES - ELECTRICITY	44,605	60,000
31-5401-2132	UTILITY SERVICES - WTR/SWR/GRB	2,624	12,000
31-5401-2133	UTILITY SERVICES - NATURAL GAS	5,372	7,500
31-5401-2134	TELECOMMUNICATIONS	208	1,600
31-5401-2140	RENT - LAND/BUILDINGS	12,264	12,000
31-5401-2153	ARCHITECT, ENG, SURVEY	419	4,000
31-5401-2155	REPAIRS/MAINTENANCE	2,493	45,000
31-5401-2156	MAINTENANCE AGREEMENT	9,789	10,000
31-5401-2158	MISC CONTRACTUAL SERVICES	19,762	35,000
31-5401-3210	OPERATING SUPPLIES	34,420	45,000
31-5401-3220	EQUIPMENT/TOOLS-NON CAPITALIZE	8,252	18,000
31-5401-3235	FUEL	1,039	1,400
31-5401-6542	IMPRVMNTS TO BLDG	74,969	74,969
31-5401-6544	IMPRVMNTS OTHER THAN BLDG	9,199	25,000
Total WATER - ADMINISTRATION:		409,927	570,634

WATER - ADMINISTRATION

31-5402-1001	SALARIES/WAGES - REGULAR	210,278	244,742
31-5402-1002	SALARIES/WAGES - OVERTIME	10,928	7,500
31-5402-1004	SALARIES/WAGES - TEMPORARY	0	4,348
31-5402-1005	SALARIES/WAGES - LONGEVITY	964	964
31-5402-1006	SALARIES & WAGES - ALLOWANCES	275	300
31-5402-1021	EMPLOYEE BENEFITS - SCL SCRTY	17,042	19,756

Account Number	Account Title	2024-25 Current year Actual	2024-25 Current year Budget
31-5402-1023	EMPLOYEE BENEFITS - HEALTH INS	83,318	91,111
31-5402-1025	EMPLOYEE BENEFITS - WRKRS COMP	4,249	5,810
31-5402-1029	EMPLOYEE BENEFITS - WY RTRMNT	41,189	46,967
31-5402-2120	DUES/MEMBERSHIPS/SUBSCRIPTIONS	2,539	1,800
31-5402-2122	TRAINING/DEVELOPMENT	542	2,400
31-5402-2123	MEALS/LODGING/TRAVEL	562	0
31-5402-2131	UTILITY SERVICES - ELECTRICITY	13,394	17,000
31-5402-2132	UTILITY SERVICES - WTR/SWR/GRB	38,213	25,000
31-5402-2133	UTILITY SERVICES - NATURAL GAS	1,525	1,300
31-5402-2134	TELECOMMUNICATIONS	152	200
31-5402-2141	EQUIPMENT - RENT	0	400
31-5402-2153	ARCHITECT/ENGINEERING/SURVEY	5,702	2,000
31-5402-2155	REPAIRS/MAINTENANCE	4,307	30,000
31-5402-2156	MAINTENANCE AGREEMENT	1,095	1,100
31-5402-2158	MISC CONTRACTUAL SERVICES	13,000	13,000
31-5402-3210	OPERATING SUPPLIES	53,772	50,000
31-5402-3220	EQUIPMENT/TOOLS-NON CAPITALIZE	2,639	0
31-5402-3235	FUEL	6,235	7,000
31-5402-4310	LEASE PAYMENTS - OPERATING	417	350
31-5402-6542	IMPRVMNTS TO BLDG	0	25,000
31-5402-6544	IMPRVMNTS OTHER THAN BLDG	100,559	650,000
31-5402-6547	EQUIPMENT/FURNITURE	0	4,500
31-5402-6548	VEHICLES	0	300,000
Total WATER - ADMINISTRATION:		612,894	1,552,548

WATER - ADMINISTRATION

31-5403-1001	SALARIES/WAGES - REGULAR	51,255	60,646
31-5403-1005	SALARIES/WAGES - LONGEVITY	593	593
31-5403-1021	EMPLOYEE BENEFITS - SCL SCRTY	3,833	4,685
31-5403-1023	EMPLOYEE BENEFITS - HEALTH INS	288	261
31-5403-1025	EMPLOYEE BENEFITS - WRKRS COMP	990	1,378
31-5403-1029	EMPLOYEE BENEFITS - WY RTRMNT	9,544	11,292
31-5403-2134	TELECOMMUNICATIONS	104	200
31-5403-2155	REPAIRS/MAINTENANCE	0	1,500
31-5403-2156	MAINTENANCE AGREEMENT	0	2,500
31-5403-3210	OPERATING SUPPLIES	1,159	2,000
31-5403-3220	EQUIPMENT/TOOLS-NON CAPITALIZE	16,433	40,000

Account Number	Account Title	2024-25 Current year Actual	2024-25 Current year Budget
31-5403-3235	FUEL	817	2,000
Total WATER - ADMINISTRATION:		85,016	127,055
WATER MAIN REPLACEMENT - FY 96			
31-5840-2153	ARCHITECT/ENGINEERING/SURVEY	290,353	953,000
31-5840-6544	IMPRVMNTS OTHER THAN BLDG	982,715	3,027,000
Total WATER MAIN REPLACEMENT - FY 96:		1,273,068	3,980,000
WATER MAIN REPLACEMENT - FY 96			
31-5856-2153	ARCHITECT/ENGINEERING/SURVEY	38,636	192,000
31-5856-2158	MISC CONTRACTUAL	22,786	395,000
31-5856-6544	IMPRVMNTS OTHER THAN BLDG	265,495	557,000
Total WATER MAIN REPLACEMENT - FY 96:		326,917	1,144,000
SEWER FUND			
SEWER - ADMINISTRATION			
32-5500-1150	DEPRECIATION	328,500	438,000
32-5500-2158	MISC CONTRACTUAL SERVICES	8,386	9,700
32-5500-4347	MANAGEMENT FEES	121,558	162,077
Total SEWER - ADMINISTRATION:		458,443	609,777
SEWER - ADMINISTRATION			
32-5501-1001	SALARIES/WAGES - REGULAR	101,253	120,103
32-5501-1002	SALARIES/WAGES - OVERTIME	1,307	5,000
32-5501-1005	SALARIES/WAGES - LONGEVITY	464	464
32-5501-1006	SALARIES/WAGES - ALLOWANCES	275	300
32-5501-1021	EMPLOYEE BENEFITS - SCL SCRTY	7,927	9,659
32-5501-1023	EMPLOYEE BENEFITS - HEALTH INS	35,734	39,113
32-5501-1025	EMPLOYEE BENEFITS - WRKRS COMP	1,973	2,841
32-5501-1029	EMPLOYEE BENEFITS - WY RTRMNT	19,097	23,294
32-5501-2122	TRAINING/DEVELOPMENT	239	2,570
32-5501-2123	MEALS/LODGING/TRAVEL	0	800
32-5501-2131	UTILITY SERVICES - ELECTRICITY	63,805	80,000

Account Number	Account Title	2024-25 Current year Actual	2024-25 Current year Budget
32-5501-2132	UTILITY SERVICES - WTR/SWR/GRB	3,254	45,000
32-5501-2134	TELECOMMUNICATIONS	1,843	2,000
32-5501-2153	ARCHITECT/ENGINEERING/SURVEY	0	4,000
32-5501-2155	REPAIRS/MAINTENANCE	549	30,000
32-5501-2158	MISC CONTRACTUAL SERVICES	8,346	20,000
32-5501-3210	OPERATING SUPPLIES	37,219	40,000
32-5501-3220	EQUIPMENT/TOOLS-NON CAPITALIZE	14,195	24,000
32-5501-3235	FUEL	1,038	1,500
32-5501-6544	IMPRVMNTS OTHER THAN BLDG	13,415	17,000
Total SEWER - ADMINISTRATION:		311,932	467,644

SEWER - ADMINISTRATION

32-5502-1001	SALARIES/WAGES - REGULAR	189,373	222,619
32-5502-1002	SALARIES/WAGES - OVERTIME	6,150	4,500
32-5502-1004	SALARIES/WAGES - TEMPORARY	0	4,348
32-5502-1005	SALARIES/WAGES - LONGEVITY	642	642
32-5502-1006	SALARIES & WAGES - ALLOWANCES	275	300
32-5502-1021	EMPLOYEE BENEFITS - SCL SCRTY	15,053	17,477
32-5502-1023	EMPLOYEE BENEFITS - HEALTH INS	68,783	75,236
32-5502-1025	EMPLOYEE BENEFITS - WRKRS COMP	3,752	5,140
32-5502-1029	EMPLOYEE BENEFITS - WY RTRMNT	36,406	42,290
32-5502-2120	DUES/MEMBERSHIPS/SUBSCRIPTIONS	1,204	1,700
32-5502-2122	TRAINING/DEVELOPMENT	310	1,825
32-5502-2131	UTILITY SERVICES - ELECTRICITY	9,251	10,000
32-5502-2132	UTILITY SERVICES - WTR/SWR/GRB	241	350
32-5502-2133	UTILITY SERVICES - NATURAL GAS	2,837	2,500
32-5502-2134	TELECOMMUNICATIONS	863	1,000
32-5502-2153	ARCHITECT/ENGINEERING/SURVEY	1,234	2,500
32-5502-2155	REPAIRS/MAINTENANCE	24,254	20,000
32-5502-2158	MISC CONTRACTUAL SERVICES	13,000	13,000
32-5502-3210	OPERATING SUPPLIES	15,590	40,000
32-5502-3235	FUEL	6,235	6,000
32-5502-4310	LEASE PAYMENTS - OPERATING	379	350
32-5502-6547	EQUIPMENT/FURNITURE	0	4,500
32-5502-6548	VEHICLES	0	300,000

Account Number	Account Title	2024-25 Current year Actual	2024-25 Current year Budget
Total SEWER - ADMINISTRATION:		395,829	776,277
SEWER MAIN REPLACEMENT - FY 96			
32-5850-2153	ARCHITECT/ENGINEERING/SURVEY	62,899	133,000
32-5850-6544	IMPRVMNTS OTHER THAN BLDG	0	1,314,390
Total SEWER MAIN REPLACEMENT - FY 96:		62,899	1,447,390
SEWER MAIN REPLACEMENT - FY 96			
32-5852-2153	ARCHITECT/ENGINEERING/SURVEY	259,637	822,000
32-5852-6544	IMPRVMNTS OTHER THAN BLDG	2,933,350	3,400,000
Total SEWER MAIN REPLACEMENT - FY 96:		3,192,987	4,222,000
SANITATION FUND			
SANITATION			
33-5600-1001	SALARIES/WAGES - REGULAR	161,446	162,074
33-5600-1002	SALARIES/WAGES - OVERTIME	0	600
33-5600-1005	SALARIES/WAGES - LONGEVITY	1,027	1,027
33-5600-1006	SALARIES/WAGES - ALLOWANCES	275	300
33-5600-1021	EMPLOYEE BENEFITS - SCL SCRTY	12,475	12,576
33-5600-1023	EMPLOYEE BENEFITS - HEALTH INS	63,793	65,024
33-5600-1025	EMPLOYEE BENEFITS - WRKRS COMP	3,108	3,699
33-5600-1029	EMPLOYEE BENEFITS - WY RTRMNT	25,709	30,290
33-5600-1150	DEPRECIATION	45,525	60,700
33-5600-2155	REPAIRS/MAINTENANCE	0	4,200
33-5600-2158	MISC CONTRACTUAL SERVICES	558,530	1,006,400
33-5600-3210	OPERATING SUPPLIES	170,541	34,000
33-5600-3220	EQUIPMENT/TOOLS-NON CAPITALIZE	2,707	3,700
33-5600-3235	FUEL	16,722	26,000
33-5600-4347	MANAGEMENT FEES	128,189	170,918
33-5600-6548	VEHICLES	0	270,000
Total SANITATION:		1,190,047	1,851,508

SANITATION

Account Number	Account Title	2024-25 Current year Actual	2024-25 Current year Budget
33-5609-3220	EQUIPMENT/TOOLS-NON CAPITALIZE	29,626	30,000
Total SANITATION:		29,626	30,000

LANDFILL FUND**LANDFILL**

34-5340-1001	SALARIES/WAGES - REGULAR	262,708	319,922
34-5340-1002	SALARIES/WAGES - OVERTIME	3,248	1,500
34-5340-1005	SALARIES/WAGES - LONGEVITY	841	1,302
34-5340-1006	SALARIES/WAGES - ALLOWANCES	550	600
34-5340-1021	EMPLOYEE BENEFITS - SCL SCRTY	21,263	25,633
34-5340-1023	EMPLOYEE BENEFITS - HEALTH INS	67,611	104,046
34-5340-1025	EMPLOYEE BENEFITS - WRKRS COMP	5,106	7,292
34-5340-1026	EMPLOYEE BENEFITS - DFRRD COMP	11,218	10,963
34-5340-1029	EMPLOYEE BENEFITS - WY RTRMNT	37,192	48,885
34-5340-1150	DEPRECIATION	100,500	134,000
34-5340-2122	TRAINING/DEVELOPMENT	0	1,100
34-5340-2131	UTILITY SERVICES - ELECTRICITY	7,870	10,000
34-5340-2133	UTILITY SERVICES - NATURAL GAS	5,324	10,500
34-5340-2153	ARCHITECT/ENGINEERING/SURVEY	165	1,000
34-5340-2155	REPAIRS/MAINTENANCE	18,404	15,000
34-5340-2156	MAINTENANCE AGREEMENT	4,789	11,500
34-5340-2158	MISC CONTRACTUAL SERVICES	489,991	711,000
34-5340-3210	OPERATING SUPPLIES	58,118	82,000
34-5340-3220	EQUIPMENT/TOOLS-NON CAPITALIZE	371	2,500
34-5340-3235	FUEL	28,038	73,000
34-5340-4343	DEBT PAYMENT - PRINCIPAL	13,141	13,142
34-5340-4347	MANAGEMENT FEES	97,247	129,662
34-5340-6547	EQUIPMENT/FURNITURE	4,703	5,000
Total LANDFILL:		1,238,399	1,719,547

LANDFILL - CAPITAL

34-5895-2153	ARCHITECT/ENGINEERING/SURVEY	12,567	40,000
34-5895-6547	EQUIPMENT/FURNITURE	9,418	20,800
34-5895-6548	VEHICLES	186,949	240,000

Account Number	Account Title	2024-25 Current year Actual	2024-25 Current year Budget
Total LANDFILL - CAPITAL:		208,934	300,800
EMPLOYEE HEALTH CARE FUND			
EMPLOYEE HEALTH CARE			
39-5390-1023	EMPLOYEE BNFTS - HLTH INS PREM	660,704	452,800
39-5390-1032	EMPLOYEE BENEFITS - CLAIMS	2,040,138	1,275,000
39-5390-1058	HEALTH CARE - ADMINISTR TN FEE	77,438	100,000
Total EMPLOYEE HEALTH CARE:		2,778,280	1,827,800
ECONOMIC DEVELOPMENT			
ECONOMIC DEVELOPMENT			
41-5410-2158	MISC CONTRACTUAL SERVICES	68,533	253,892
41-5410-3220	EQUIPMENT/TOOLS-NON CAPITALIZE	3,336	0
Total ECONOMIC DEVELOPMENT:		71,870	253,892
THE 112			
41-5411-2158	MISC CONTRACTUAL SERVICES	13,117	1,433,300
Total THE 112:		13,117	1,433,300
GENERAL FUND EQUIPMENT RESERVE			
GENERAL FUND EQUIPMENT RESERVE			
47-5470-6547	EQUIPMENT/FURNITURE	220,143	487,630
47-5470-6548	VEHICLES	488,701	791,288
Total GENERAL FUND EQUIPMENT RESERVE:		708,844	1,278,918
CAPITAL PROJ FIRE EQUIP FUND			
FIRE EQUIPMENT			
50-5500-6548	BUILDINGS	146,343	0

Account Number	Account Title	2024-25 Current year Actual	2024-25 Current year Budget
Total FIRE EQUIPMENT:		146,343	0
TRAIN CAR RESTORATION			
TRAIN CAR RESTORATION			
54-5540-2155	REPAIRS/MAINTENANCE	14,941	20,000
Total TRAIN CAR RESTORATION:		14,941	20,000
POOL IMPROVEMENTS FUND			
POOL IMPROVEMENTS			
55-5550-2153	ARCHITECT/ENGINEERING/SURVEY	101,354	100,000
55-5550-6544	IMPRVMNTS OTHER THAN BLDG	756,688	3,750,000
Total POOL IMPROVEMENTS:		858,042	3,850,000
STREET IMPROVEMENT FUND			
STREET IMPROVEMENTS			
56-5560-2153	ARCHITECT/ENGINEERING/SURVEY	213,978	1,747,900
56-5560-2158	MISC CONTRACTUAL SERVICES	26,750	70,000
56-5560-6544	IMPRVMNTS OTHER THAN BLDG	2,458,359	6,570,000
Total STREET IMPROVEMENTS:		2,699,088	8,387,900
CAPITAL IMP -PUBLIC FACILITIES			
CAPITAL IMP -FACILITIES			
57-5570-2153	ARCHITECT/ENGINEERING/SURVEY	71,193	95,000
57-5570-6542	BUILDINGS/IMPROVEMENTS	429,083	426,079
57-5570-6544	IMPRVMNTS OTHER THAN BLDG	156,699	536,500
Total CAPITAL IMP -FACILITIES:		656,975	1,057,579
COMMUNITY FACILITY			
57-5571-2153	ARCHITECT/ENGINEERING/SURVEY	586,231	616,638

Account Number	Account Title	2024-25 Current year Actual	2024-25 Current year Budget
57-5571-6542	BUILDINGS/IMPROVEMENTS	0	9,398,425
Total COMMUNITY FACILITY:		586,231	10,015,063
CAPTL PROJ-PARK IMPRVMNT FUND			
PARK IMPROVEMENTS			
65-5650-6542	BUILDINGS/IMPROVEMENTS	8,760	10,000
65-5650-6544	IMPRVMNTS OTHER THAN BLDG	41,404	155,000
Total PARK IMPROVEMENTS:		50,164	165,000
HISTORIC PRSRVTN CMSN FUND			
HISTORIC PRESERVATION CMMSSN			
92-5920-2158	MISC CONTRACTUAL SERVICES	7,590	8,000
Total HISTORIC PRESERVATION CMMSSN:		7,590	8,000
ARTS & CULTURE BOARD OF TRUSTE			
ARTS & CULTURE BOARD OF TRUSTE			
93-5930-2158	MISC CONTRACTUAL SERVICES	12,200	18,000
Total ARTS & CULTURE BOARD OF TRUSTE:		12,200	18,000
Total Asset:		0	0
Total Liability:		0	0
Total Equity:		0	0
Total Revenue:		0	0
Total Expenditure:		27,544,584	60,071,977
Grand Totals:		-27,544,584	-60,071,977

Planning Commission Regular Minutes
May 19, 2025

I. Call to Order

Chairman Hancock called the Douglas Planning and Zoning Commission to order at 5:30 p.m.

II. Pledge of Allegiance

Chairman Hancock led the assembly in the Pledge of Allegiance.

III. **Roll Call**

Roll call was taken with the following Commissioners present: Dave Patterson, Scott Bauman, Robin Velasquez, Jay Hancock, Carl Kusters. Also present Clara Chaffin, Community Development Director, Heid McCullough, Planning Technician.

IV. Approval of the Agenda

Commissioner Robin Velasquez moved to approve the Agenda for May 19, 2025. Seconded by Commissioner Scott Bauman. Motion 5-0.

V. Approval of the Minutes

Commissioner Dave Patterson moved to approve the minutes from April 21, 2025. Seconded by Commissioner Robin Velasquez. Motion 5-0.

A. Minutes from Planning & Zoning Commission Meeting April 21, 2025

VI. Planning and Zoning Matters

A. **CUP 02-25 Application by First Northern Bank for a Conditional Use Permit to install an Electronic Message Display Sign at 800 S. 4th Street (Original Town of Douglas, Block 63, Lot 15).**

Commissioner Carl Kusters moved to recommend approval of CUP 02-25 Application by First Northern Bank for a Conditional Use Permit to install an Electronic Message Display Sign at 800 S. 4th Street (Original Town of Douglas, Block 63, Lot 15) with staff recommendations. Seconded by Commissioner Scott Bauman. Motion 5-0.

VII. Code Considerations

Director Chaffin discussed code changes being considered by the City Council including changes to the landscaping code, code compliance and the use of shipping containers as a self storage facility.

VIII. Staff Report – City Council Action on Forwarded Items

A. CUP 01-25: Application by Vance Kunz & Lauren Davenport for a Conditional

Use Permit to operate a Short-Term Rental in an R-1 Neighborhood
Residential Zone at 119 Feather Street (West Plains Addition, Block 2, Lot 27)

Director Chaffin reported that the City Council voted to approve this matter with Planning and Zoning Commission recommendations.

B. CCSUB 02-25: An application by Frank Foster for the Foster Subdivision at 701 Clay Street in the County.

Director Chaffin reported that the City Council voted to approve this matter with Planning and Zoning Commission recommendations.

C. CCSUB 03-25: An application by Mark and Katherine Roberts for the Roberts No. 2 Subdivision in the County.

Director Chaffin reported that the City Council voted to approve this matter with Planning and Zoning Commission recommendations.

D. CCSUB 04-25: An application by Mark and Katherine Roberts for Roberts Subdivision Lots 6 & 7 in the County.

Director Chaffin reported that the City Council voted to approve this matter with Planning and Zoning Commission recommendations.

X. Urban Renewal Authority

Director Chaffin discussed the newly formed Urban Renewal Authority and inquired if any of the commissioners on this board would like to serve on that board as well.

Chairman Hancock agreed to serve on the board. Commissioner Scott Bauman moved to approve appointing Jay Hancock to the Urban Renewal Authority.

Seconded by Commissioner Robin Velasquez. Motion 5-0.

IX. Adjournment

There being no other business, Chairman Hancock called for a motion to adjourn the meeting. Commissioner Dave Patterson moved to adjourn. Seconded by Commissioner Carl Kusters. Motion 5-0. Chairman Hancock adjourned the meeting at 5:53 p.m.

Jay Hancock, Chairman

ATTEST:

Heidi McCullough, Secretary



EVENTS



- Author Visit: Sue DeMarinis
May 28, 6-730PM
Converse County Library
- Adult Fairy Garden Workshop
May 29, 6-7PM
Converse County Library
- State Fair Volunteer Clean Up Day
May 30, 9AM-3PM
Wyoming State Fairgrounds
- Douglas Mountain Trail Park Sneak Peak
May 31, 9AM
Douglas Mountain
- Seed Bomb Making
June 3, 11AM-1PM
Camp Douglas
- Park It! Food Truck Fest
June 5, 5-8PM
Railroad Museum
- Line Dancing
June 5, 7-9PM
Douglas Senior Center
- Bumble Bee Conservation
June 6, 10AM-1230PM
Ayers Natural Bridge
- Community Dance
June 6, 7PM
American Legion
- E St Prophets & Ozz Eternal Concert
June 6, 7-10PM
Glenrock Town Square
- Knight Kruisers 25th Annual Car Show
June 7
Downtown Douglas
- Community Church Gathering
June 8, 10AM
Jackalope Square



More information available at:

<https://www.seewhatconversecando.com/calendar/>

<https://douglas.brighttravel.com/events>

All Events Are Subject
To Change

