



CITY OF **DOUGLAS** WYOMING

REGULAR CITY COUNCIL MEETING
September 22, 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. Leadership Moment**
- 5. Public Comments**
- 6. Approval of Consent Docket**

a. Minutes

City Council Regular Meeting: September 8, 2025

City Council Special Call Meeting: September 15, 2025

b. Other – Consent

Ordinance 1061: An Ordinance Amending Title 15 of Douglas Municipal Code by Adopting the 2024 Editions of the International Building Code, the International Fuel Gas Code, the International Mechanical Code, the International Plumbing Code, the International Residential Code, the International Existing Building Code, and the International Fire Code, as Published by the International Code Council; and Providing for Certain Amendments Thereof

Ordinance 1062: An Ordinance Amending Table 4-6, Table 4-7, and Section 16.6.7.1 of the Douglas Municipal Code Pertaining to Travel

Trailers and Recreational Vehicles (RVs)

7. Presentations

- a. **Proclamation: Hunger Awareness Month**
- b. **City Works Presentation by Community Development Staff (Clara & Heidi)**
- c. **Main Street Douglas: Update (Jen Goodwin, Director)**
- d. **City of Douglas Arts & Culture Board of Trustees: Update (Jenna Rose, Chairperson)**

8. Discussion Items

- a. **Ordinance 1064: An Ordinance Amending Section 10.92.050 of the Douglas Municipal Code Pertaining to Truck Routes**
- b. **NLC Conference**
- c. **Capitol Hill Property: Minimum Bid Amount**
- d. **Benefits: Retirement Health Insurance**

9. Public Hearing

- a. **Resolution 2025-30: A Resolution Vacating and Replatting Sunrise Addition, Lot 1 and Detmer Addition, Lot 7 into the Gettert Addition**
- b. **Ordinance 1063: An Ordinance Amending Section 16.5.4.2(A) of the Douglas Municipal Code Pertaining to Residential Fences**

10. Tabled Items

- a. **Ordinance 1053: An Ordinance Amending Sections 16.5.9.1, 16.5.9.2(B), 16.5.9.3(A-D), Table 5.9-1, 16.5.9.4(B)(i), 16.5.9.4(C, H, J, & K), 16.5.9.5(A)(ii) of the Douglas Municipal Code Pertaining to Signs**
- b. **Charter Ordinance No. 1060: Liquor, Bar & Grill**

11. Council Action Items

- a. **Resolution 2025-29: Adopting minor changes to PD Policy PAT 57, Cell Phone Forensics**
- b. **Resolution 2025-28: Findings of Fact Population**

- c. Bid Award: One New 2025 Steel Refuse Trailer
- d. Bid Award: 112 N 2nd St
- e. Bid Award: Washington Park Shelter
- f. Appointments: Planning & Zoning Commission

12. Financial Report

- a. Financial Report: August 2025

13. Public Comments

14. City Manager's Report

15. Council Information

- a. Planning & Zoning Commission Minutes: September 15, 2025
- b. Notice of Possible Quorum: City/County Breakfast, October 8, 2025, 7:00 AM, MHCC Board Room
- c. Notice of Possible Quorum: One Douglas Meeting, October 9, 2025, 7:00 AM, LaBonte Hotel

16. CircleBack Recap

17. Good People Doing Good Things

18. Community Update

- a. Event Calendar

19. Executive Session

20. Adjourn

Monday, September 22, 2025

Call to Order at:

Meeting Adjourned at:

City Council Regular Minutes
September 8, 2025

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

Roll call was taken with the following City Council members present: Kim Pexton, Ron McNare, Perry Hershberger, and Matthew Schmidt. Joel Weeks attended via Teams Meeting.

Also present: JD Cox, City Manager; Mike Armstrong, City Attorney; Clara Chaffin, Community Development Director; Devon Litzsinger, City Clerk; Todd Byerly, Chief of Police; John Harbarger, Public Works Director; Mary Nicol, Administrative Services Director/Treasurer; and Michele Carter, Human Resources Director. Mayor Pexton led the assembly in the Pledge of Allegiance.

2. Disclosures by City Council Members

None.

3. Approval of General Agenda (Corrections or Additions)

Councilmember Schmidt moved to approve the general agenda as presented. Seconded by Councilmember Hershberger. Motion carries 5-0.

4. Leadership Moment

Councilmember Schmidt provided an inspirational speech.

5. Public Comments

Citizen Ron Blackburn advocated for a truck route along Cheyenne St & Coulter Trail.

6. Approval of Consent Docket

Councilmember McNare moved to approve the consent docket as presented. Seconded by Councilmember Schmidt. Motion carries 5-0.

a. Minutes

Regular City Council Meeting: August 25, 2025

b. Bills & Claims

Warrant Register: August 2025

7. Presentations

a. Proclamation: Childhood Cancer Awareness Month

Councilmember Hershberger read a proclamation proclaiming September as

Childhood Cancer Awareness Month.

b. Todd Matthews: 35 Years of Service

City Manager Cox and Police Chief Byerly presented a plaque to Lieutenant Todd Matthews in recognition of 35 years of service.

8. Discussion Items

a. Truck Route: Modifications (Cedar & Cheyenne Street)

Director Chaffin provided an overview. Discussion was had regarding the truck route.

b. Municipal Court Options

City Armstrong provided an overview. Discussion was had regarding municipal court options. Municipal Court Clerk LetaBeth Wagers spoke regarding the Alive at 25 class.

9. Public Hearing

a. Ordinance 1053: An Ordinance Amending Sections 16.5.9.1, 16.5.9.2(B), 16.5.9.3(A-D), Table 5.9-1, 16.5.9.4(B)(i), 16.5.9.4(C, H, J, & K), 16.5.9.5(A)(ii) of the Douglas Municipal Code Pertaining to Signs

Mayor Pexton opened the public hearing at 4:40 pm. Director Chaffin provided a report. Public comments in favor or opposition: none. Public hearing closed at 5:08 pm. Councilmember Hershberger moved to table ordinance no. 1053 on first reading. Seconded by Councilmember Schmidt. Motion carries 5-0.

b. Ordinance 1061: An Ordinance Amending Title 15 of Douglas Municipal Code by Adopting the 2024 Editions of the International Building Code, the International Fuel Gas Code, the International Mechanical Code, the International Plumbing Code, the International Residential Code, the International Existing Building Code, and the International Fire Code, as Published by the International Code Council; and Providing for Certain Amendments Thereof

Mayor Pexton opened the public hearing at 5:08 pm. Director Chaffin provided a report. Public comments in favor or opposition: none. Public hearing closed at 5:11 pm. Councilmember McNare moved to approve ordinance no. 1061 on first reading. Seconded by Councilmember Hershberger. Motion carries 5-0.

c. Ordinance 1062: An Ordinance Amending Table 4-6, Table 4-7, and Section 16.6.7.1 of the Douglas Municipal Code Pertaining to Travel Trailers and Recreational Vehicles (RVs)

Mayor Pexton opened the public hearing at 5:12 pm. Director Chaffin provided a report. Public comments in favor or opposition: none. Public hearing closed

at 5:25 pm. Councilmember McNare moved to approve ordinance no. 1062 on first reading. Seconded by Councilmember Schmidt. Motion carries 5-0.

10. Tabled Items

a. Charter Ordinance No. 1060: Liquor, Bar & Grill

Mayor Pexton provided an update. Item remains tabled.

b. Resolution 2025-22: A Resolution Adopting An Amendment To The Guidelines For Conduct Of Elected Officials Of The City of Douglas

Councilmember Hershberger moved to remove resolution no. 2025-22 from the table. Seconded by Councilmember Schmidt. Motion carries 5-0.

Councilmember Weeks provided comments. Councilmember Hershberger moved to approve resolution no. 2025-22 as presented. Seconded by Councilmember McNare. Motion carries 5-0.

11. Council Action Items

a. Bid Award: 2025 3/4 Ton Crew Cab Pickup 4x4

Fleet manager Nystul provided an overview and answered questions from council. Councilmember Schmidt moved to accept the bid from Greiner Ford for a 2026 Ford F250 Crew Cab 4x4 in the amount of \$57,164.00 and authorize the City Manager to sign all associated paperwork. Seconded by Councilmember Hershberger. Motion carries 5-0.

b. Bid Award: New 2025 Side Dump Trailer

Fleet manager Nystul provided an overview. Councilmember McNare moved to accept the bid from Floyd's Truck & Equipment for a 2025 Jet Side Dump Trailer in the amount of \$67,994.00 and authorize the City Manager to sign all associated documents. Seconded by Councilmember Hershberger. Motion carries 5-0.

c. Human Resources: Policy Manual Update

Director Carter provided an overview and answered questions from council. Councilmember McNare moved to approve the Policy & Procedure Manual Update as presented. Seconded by Councilmember Schmidt. Motion carries 5-0.

d. Public Relations: Social Media & Electronic Message Display Policy

City Clerk Litzsinger provided an overview. Councilmember McNare moved to approve the Social Media & Electronic Message Display Policy as presented. Seconded by Councilmember Schmidt. Motion carries 5-0.

e. Consideration Part-Time Grant Writer Position (Funds already budgeted)

Director Carter provided an overview and answered questions from council.

Council instructed hiring a Deputy City Clerk/Grant Writer position.

12. Financial Report

None.

13. Public Comments

None.

14. City Manager's Report

City Manager Cox provided an overview of current happenings in Douglas.

15. Council Information

Councilmember Hershberger questioned if groundwater was struck at the new Community Center location. Councilmember Hershberger questioned if there were any major public works emergencies this past week.

a. Converse County Tourism Board Minutes: July 8, 2025 and July 22, 2025

16. CircleBack Recap

City Clerk Litzsinger provided a circleback recap.

17. Good People Doing Good Things

Mayor Pexton applauded the Planning Department for the *Planning Project of the Year* award they will be receiving. Mayor Pexton provided thanks to the staff for handling the water problem. She also thanked the public for their continued water conservation.

18. Community Update

a. Event Calendar

An event video was played. Mayor Pexton questioned when the new City Clerk's Office will be complete.

19. Executive Session

20. Adjourn

Councilmember Schmidt moved to moved to adjourn the Regular City Council meeting of September 8, 2025. Seconded by Councilmember McNare. Motion carries 5-0. Meeting adjourns at approximately 6:11 pm.

Kim Pexton, Mayor

ATTEST:

Devon Litzsinger, City Clerk
Published: September 17, 2025

City Council Special Call Minutes
September 15, 2025

1. Call to Order

Roll call was taken with the following City Council members present: Councilmember Ron McNare. Mayor Pexton and Councilmember Joel Weeks attended via Teams. Also present: JD Cox, City Manager and Devon Litzsinger, City Clerk.

2. Wyoming State Fair Board Nomination

The listing of applicants was read aloud. Councilmember McNare moved to appoint Jerimiah Darr to the Wyoming State Fair Board to fill the unfilled seat of Laurie Boner, term ending September 1, 2026. Seconded by Councilmember Weeks. Motion carries 3-0.

3. Adjourn

Mayor Pexton adjourned the Special Call City Council meeting of September 15, 2025 at 12:04 pm.

Kim Pexton, Mayor

ATTEST:

Devon Litzsinger, City Clerk
Published: September 24, 2025



Agenda Item Report

City Council – September 22, 2025

Item

Ordinance 1061: An Ordinance Amending Title 15 of Douglas Municipal Code by Adopting the 2024 Editions of the International Building Code, the International Fuel Gas Code, the International Mechanical Code, the International Plumbing Code, the International Residential Code, the International Existing Building Code, and the International Fire Code, as Published by the International Code Council; and Providing for Certain Amendments Thereof

Responsible Staff Contact

Clara Chaffin

Recommendation

Approve Ordinance 1061 as presented on second reading.

Executive Summary

Per Wyoming State Statute 35-9-121(a)(ii), any municipality with local enforcement shall adopt the same standards as the State within six months of the State adopting said standards. A municipality can be more stringent than the State, but not less.

The State adopted the 2024 ICC codes on June 28, 2024, including:

- 2024 International Fire Code
- 2024 International Building Code
- 2024 International Fuel & Gas Code
- 2024 International Mechanical Code
- 2024 International Existing Building Code
- 2023 Edition of the National Electrical Code (effective July 1, 2023)

Staff workload delayed the development of this ordinance.

Background

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

Budget/Fiscal Impact

Fund/Department: 10-5100-2115 Non Departmental Publishing; 10-5100-2158 Non Departmental Misc Contractual Services
Project/Line Item(s): Legally Required Publishing; Codification - Municode
Budgeted Amount: \$65,400; \$60,474
Anticipated Amount:

Action Requested/Recommended Motion

Approve Ordinance 1061 as presented on second reading.

Attachments

1. 2024 Building Codes Ordinance - DRAFT - 2nd Reading 20250922

ORDINANCE NO. 1061

AN ORDINANCE AMENDING TITLE 15 OF DOUGLAS MUNICIPAL CODE BY ADOPTING THE 2024 EDITIONS OF THE INTERNATIONAL BUILDING CODE, THE INTERNATIONAL FUEL GAS CODE, THE INTERNATIONAL MECHANICAL CODE, THE INTERNATIONAL PLUMBING CODE, THE INTERNATIONAL RESIDENTIAL CODE, THE INTERNATIONAL EXISTING BUILDING CODE, AND THE INTERNATIONAL FIRE CODE, AS PUBLISHED BY THE INTERNATIONAL CODE COUNCIL; AND PROVIDING FOR CERTAIN AMENDMENTS THEREOF.

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

Section 1. Division 1 of Title 15 of the Douglas Municipal Code is hereby modified as set forth below. Chapter 15.04 of the Douglas Municipal Code is hereby modified by amending Section 15.04.080. Chapter 15.10 of the Douglas Municipal Code is hereby modified by repealing Section 15.10.240; amending Sections 15.10.020, 15.10.130, 15.10.160, 15.10.200, 15.10.210, 15.10.220, 15.10.230, 15.10.240 and 15.10.250; and creating Sections 15.10.200 and 15.10.230. Chapter 15.11 of the Douglas Municipal Code is hereby modified by repealing Section 15.11.050; and amending Sections 15.11.020, 15.11.040, 15.11.050, 15.11.060, and 15.11.070. Chapter 15.12 of the Douglas Municipal Code is hereby modified by amending Sections 15.12.020, 15.12.040, 15.12.050, 15.12.060, and 15.12.070; and creating Section 15.12.050. Chapter 15.13 of the Douglas Municipal Code is hereby modified by amending Sections 15.13.020, 15.13.040, 15.13.050, and 15.13.080. Chapter 15.14 of the Douglas Municipal Code is hereby modified by repealing Sections 15.14.120, 15.14.130, 15.14.140, 15.14.150 and 15.14.290; amending Sections 15.14.020, 15.14.160, 15.14.170, 15.14.180, 15.14.190, 15.14.200, 15.14.210, 15.14.220, 15.14.230, 15.14.240, 15.14.250, 15.14.260, 15.14.270, 15.14.280, 15.14.290, 15.14.300, 15.14.310, 15.14.320, 15.14.330, 15.14.340, 15.14.350, 15.14.360, 15.14.370, and 15.14.380; and creating Sections 15.14.120, 15.14.130, and 15.14.160. Chapter 15.15 of the Douglas Municipal Code is hereby modified by amending Section 15.15.020. Chapter 15.16 of the Douglas Municipal Code is hereby modified by amending Sections 15.16.020 and 15.16.040.

Section 2. Section 15.04.080 of the Douglas Municipal Code is hereby amended as follows:

15.04.080 Climatic and geographic design criteria.

Buildings, dwellings, townhouses, structures, and portions thereof, including patio covers and accessory buildings, shall be designed and constructed in accordance with the following climatic and geographic design criteria:

Ground Snow Load, P_g , include design for snow drifting:

For Risk Category I = 27 pounds per square foot.

For Risk Category II = 37 pounds per square foot.

For Risk Category III = 44 pounds per square foot.

For Risk Category IV = 53 pounds per square foot.

Ground Snow Load, $P_{g(asd)}$, for one-and two-family dwellings = 27 pounds per square foot.

Basic Design Wind Speed, 3-second gust:

For Risk Category I = 103 miles per hour.

For Risk Category II = 109 miles per hour.

For Risk Category III = 116 miles per hour.

For Risk Category IV = 120 miles per hour.

Note tornado prone region requirements for Risk Category III and IV.

Ultimate Design Wind Speed for one-and two-family dwellings = 110 miles per hour.

Wind Exposure Category = C.

Seismic Design Category for Risk Category I through III = B.

Seismic Design Category for Risk Category IV = C.

Seismic Design Category for one- and two-family dwellings = B.

Weathering = Severe.

Frost Line Depth = 42 inches, minimum, finish grade to bottom of footings.

Termite Protection = Slight to Moderate.
Heating Design Temperature = -13°F.
Heating Degree Days = 7,343.
Cooling Degree Days = 2,082.
Cooling Design Temperature = 89°F, dry bulb.
Cooling Design Temperature = 58°F, wet bulb.
Mean Annual Temperature = 45.5°F.
Air-Freezing Index = 1,500°F-days.
Flood Hazard = FIRM Community Number 560013 1394 D.
Annual Precipitation = 14 inches.
Rainfall Intensity = 2 inches for one hour, 100-year return period.
Hail Exposure = Slight.
Climate Zone/Moisture Designation = 6B.
Longitude = 105°23'. Adjust to specific site.
Latitude = 42°46'. Adjust to specific site.
Elevation above Sea Level = 4,832 feet. Adjust to specific site.

- Section 3.** Section 15.10.020 of the Douglas Municipal Code is hereby amended as follows:
15.10.020 Adoption.
The 2024 International Building Code, including Appendices G - Flood-resistant Construction, J - Grading, and K - Administrative Provisions, are hereby adopted by reference and have the same force and effect as though fully set forth in this chapter, except as specifically amended in Sections 15.10.030 through 15.10.240. A copy of such code is on file in the Community Development Department.
- Section 4.** Section 15.10.130 of the Douglas Municipal Code is hereby amended as follows:
15.10.130 Section 1301.1.2 – Building envelope.
Amend 1301.1.2 by adding at the end of the paragraph the sentence, “Pre-engineered trusses or field framed trusses shall include energy heels at each end to accommodate the R-38 ceiling insulation.” The remainder of this section shall be the same.
- Section 5.** Section 15.10.160 of the Douglas Municipal Code is hereby amended as follows:
15.10.160 Section 1512.3 – Roof recover.
Amend 1512.2.1 to read 1512.3. The remainder of this section shall be the same.
- Section 6.** The existing Sections 15.10.200, 15.10.210, 15.10.220 and 15.10.230 shall be renumbered as 15.10.210, 15.10.220, 15.10.230 and 15.10.240. The remainder of these sections shall be the same.
- Section 7.** Section 15.10.200 of the Douglas Municipal Code is hereby created as follows:
15.10.200 Section 1906.1 – Footings for Light-Frame Construction.
Amend “the required thickness of plain concrete footings is permitted to be 6 inches (152 mm),” to read “the required minimum thickness of reinforced concrete footings shall be 8 inches (205 mm), increase the thickness as required by the project conditions”. The remainder of this section shall be the same.
- Section 8.** The existing Sections 15.10.230 and 15.10.240 shall be renumbered as 15.10.240, and 15.10.250. The remainder of these sections shall be the same.
- Section 9.** Section 15.10.230 of the Douglas Municipal Code is hereby created as follows:
15.10.230 Section 3201.4 – Drainage.
Amend 3201.4 by adding at the end of the paragraph the sentence, “Where gutters and downspouts are installed, the roof drainage discharge to the ground surface shall be not less than 5 feet from foundation walls, but do not direct the discharge toward neighboring properties.” The remainder of this section shall be the same.

- Section 10.** Section 15.10.240 of the Douglas Municipal Code is hereby repealed.
- Section 11.** The existing Section 15.10.250 shall be renumbered as 15.10.240. The remainder of this section shall be the same.
- Section 12.** Section 15.11.020 of the Douglas Municipal Code is hereby amended as follows:
15.11.020 Adoption.
The 2024 International Fuel Gas Code is hereby adopted by reference and shall have the same force and effect as though fully set forth in this chapter, except as specifically amended in Sections 15.11.030 through 15.11.060. A copy of such code is on file in the Community Development Department.
- Section 13.** Section 15.11.040 of the Douglas Municipal Code is hereby amended as follows:
15.11.040 Section 108.6 – Refunds.
Amend 109.6 to read 108.6. The remainder of this section shall be the same.
- Section 14.** Section 15.11.050 of the Douglas Municipal Code is hereby repealed.
- Section 15.** The existing Sections 15.11.060 and 15.11.070 shall be renumbered as 15.11.050 and 15.11.060. The remainder of these sections shall be the same.
- Section 16.** Section 15.11.050 of the Douglas Municipal Code is hereby amended as follows:
15.11.050 Section 113.4 – Violation penalties.
Amend 115.4 to read 113.4. The remainder of this section shall be the same.
- Section 17.** Section 15.12.020 of the Douglas Municipal Code is hereby amended as follows:
15.12.020 Adoption.
The 2024 International Mechanical Code is hereby adopted by reference and shall have the same force and effect as though fully set forth in this chapter, except as specifically amended in Sections 15.11.030 through 15.11.080. A copy of such code is on file in the Community Development Department.
- Section 18.** Section 15.12.040 of the Douglas Municipal Code is hereby amended as follows:
15.12.040 Section 108.6 – Refunds.
Amend 109.6 to read 108.6. The remainder of this section shall be the same.
- Section 19.** The existing Sections 15.12.050, 15.12.060 and 15.12.070 shall be renumbered as 15.12.060, 15.12.070 and 15.12.080. The remainder of these sections shall be the same.
- Section 20.** Section 15.12.050 of the Douglas Municipal Code is hereby created as follows:
15.12.050 Section 113 – Board of Appeals.
Section 113 is deleted in its entirety.
- Section 21.** Section 15.12.060 of the Douglas Municipal Code is hereby amended as follows:
15.12.060 Section 114.4 – Violation penalties.
Amend 115.4 to read 114.4. The remainder of this section shall be the same.
- Section 22.** Section 15.13.020 of the Douglas Municipal Code is hereby amended as follows:
15.13.020 Adoption.
Amend 2021 to read 2024. The remainder of this section shall be the same.
- Section 23.** Section 15.13.040 of the Douglas Municipal Code is hereby amended as follows:
15.13.040 Section 108.6 – Refunds.
Amend 109.5 to read 108.6. The remainder of this section shall be the same.
- Section 24.** Section 15.13.050 of the Douglas Municipal Code is hereby amended as follows:
15.13.050 Section 114.4 – Violation penalties.
Amend 115.4 to read 114.4. The remainder of this section shall be the same.
- Section 25.** Section 15.13.080 of the Douglas Municipal Code is hereby amended as follows:
15.13.080 Section 312.6 – Water supply system test.

Amend 312.5 to read 312.6. The remainder of this section shall be the same.

Section 26. Section 15.14.020 of the Douglas Municipal Code is hereby amended as follows:

15.14.020 Adoption.

The 2024 International Residential Code, including Appendices BB - Tiny Houses; BC - Accessory Dwelling Units (ADU); BE - Radon Control Methods; BF - Patio Covers; and BO - Existing Buildings and Structures, are hereby adopted by reference and have the same force and effect as though fully set forth in this chapter, except as specifically amended in Sections 15.14.030 through 15.14.360. A copy of such code is on file in the Community Development Department.

Section 27. Section 15.14.120 of the Douglas Municipal Code is hereby repealed.

Section 28. Section 15.14.120 of the Douglas Municipal Code is hereby created as follows:

15.14.120 Section R309.2 – One- and two-family dwellings automatic sprinkler systems.

The first sentence of Section R309.2 is amended to read as follows:

The installation of an automatic sprinkler system in one- and two-family dwellings may be incorporated at the discretion of the owner and/or contractor and/or registered design professional. The remainder of this section shall be the same.

Section 29. Section 15.14.130 of the Douglas Municipal Code is hereby repealed.

Section 30. Section 15.14.130 of the Douglas Municipal Code is hereby created as follows:

15.14.130 Section R317.5 – Fire sprinklers.

Amend Section R317.5 by adding at the end of the paragraph the sentence,

“The installation of an automatic sprinkler system in the attached garage of a one- or two-family dwelling may be incorporated at the discretion of the owner and/or contractor and/or registered design professional.” The remainder of this section shall be the same.

Section 31. Section 15.14.140 of the Douglas Municipal Code is hereby repealed.

Section 32. Section 15.14.150 of the Douglas Municipal Code is hereby repealed.

Section 33. The existing Sections 15.14.160 and 15.14.170, shall be renumbered as 15.14.140 and 15.14.150. The remainder of these sections shall be the same.

Section 34. Section 15.14.160 of the Douglas Municipal Code is hereby created as follows:

15.14.160 Section R403.5 – Crushed stone footings for cast-in-place concrete foundations.

Section R403.5, including Figures R403.5(1), R403.5(2) and R403.5(3) and Table R403.5, are hereby repealed.

Section 35. The existing Sections 15.14.180, 15.14.190, 15.14.200, 15.14.210, 15.14.220, 15.14.230, 15.14.240, 15.14.250, 15.14.260, 15.14.270, 15.14.280, 15.14.290, 15.14.300, 15.14.310, 15.14.320, 15.14.330, 15.14.340, 15.14.350, 15.14.360, 15.14.370 and 15.14.380, shall be renumbered as 15.14.170, 15.14.180, 15.14.190, 15.14.200, 15.14.210, 15.14.220, 15.14.230, 15.14.240, 15.14.250, 15.14.260, 15.14.270, 15.14.280, 15.14.290, 15.14.300, 15.14.310, 15.14.320, 15.14.330, 15.14.340, 15.14.350, 15.14.360 and 15.14.370. The remainder of these sections shall be the same.

Section 36. Section 15.14.170 of the Douglas Municipal Code is hereby amended as follows:

Table R404.1.3.2(1) Minimum horizontal reinforcement for concrete basement walls.

Amend R404.1.2(1) to read R404.1.3.2(1). The remainder of this section shall be the same.

Section 37. Section 15.14.260 of the Douglas Municipal Code is hereby amended as follows:

15.14.260 Section R908.4 – Roof recover.

Amend R908.3.1 to read R908.4. The remainder of this section shall be the same.

Section 38. Section 15.14.270 of the Douglas Municipal Code is hereby amended as follows:

15.14.270 Section N1101.2 (R101.3) – Intent.

Amend Section N1101.2 (R101.3) by adding at the end of the paragraph the sentence, “Pre-engineered trusses or field framed trusses shall include energy heels at each end to accommodate the R-38 ceiling insulation.” The remainder of this section shall be the same.

Section 39. Section 15.14.290 of the Douglas Municipal Code is hereby repealed.

Section 40. The existing Sections 15.14.300, 15.14.310, 15.14.320, 15.14.330, 15.14.340, 15.14.350, 15.14.360, and 15.14.370 shall be renumbered as 15.14.290, 15.14.300, 15.14.310, 15.14.320, 15.14.330, 15.14.340, 15.14.350, and 15.14.360. The remainder of these sections shall be the same.

Section 41. Section 15.14.360 of the Douglas Municipal Code is hereby amended as follows:

15.14.360 Section BE101.1 – General.

Amend AF101.1 to read BE101.1. The remainder of this section shall be the same.

Section 42. Section 15.15.020 of the Douglas Municipal Code is hereby amended as follows:

15.15.020 Adoption.

The 2024 International Existing Building Code, including Appendix B-Supplementary Accessibility Requirements for Existing Buildings and Facilities, are hereby adopted by reference and have the same force and effect as though fully set forth in this chapter, except as specifically amended in Section 15.15.030 through 15.15.060. A copy of such code is on file in the Community Development Department.

Section 43. Section 15.16.020 of the Douglas Municipal Code is hereby amended as follows:

15.16.020 Adoption.

Amend 2021 to read 2024. The remainder of this section shall be the same.

Section 44. Section 15.16.040 of the Douglas Municipal Code is hereby amended as follows:

15.16.040 Section 113.4 – Violation penalties.

Amend 112.4 to read 113.4. The remainder of this section shall be the same.

Section 45. This ordinance shall become effective upon publication.

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

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

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

Kim Pexton, Mayor

Attest:

Devon Litzsinger, City Clerk

Published: _____

ATTESTATION

I, Devon Litzsinger, 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.

Devon Litzsinger, City Clerk



Agenda Item Report City Council – September 22, 2025

Item

Ordinance 1062: An Ordinance Amending Table 4-6, Table 4-7, and Section 16.6.7.1 of the Douglas Municipal Code Pertaining to Travel Trailers and Recreational Vehicles (RVs)

Responsible Staff Contact

Recommendation

Approve Ordinance 1062 on second reading as presented.

Executive Summary

Ordinance 1062 amends the Unified Land Development Code (ULDC) to align with comments and discussion provided by the Planning & Zoning Commission and City Council.

Background

Staff was directed to research how recreational vehicles (RV's) are used and where RV's could be used/stored.

An e-blast was sent out the Wyoming Planning Association with the following questions:

1. In what zones are RV's allowed?
2. Do they require permitting (e.g. CUP, TUP, etc.)?
3. Do you allow RV's outside of a RV park?

Responses were received from Teton, Johnson, and Campbell Counties, Laramie and Green River, and Spearfish, South Dakota.

Attached is a summation of the findings.

Temporary Residential Uses are allowed in the A, RR, R-1, R-2, R-3, R-4, and RE zones with a Conditional Use Permit (CUP). Title 16.6.36 outlines the use requirements, including duration, compliance with building and health and safety ordinances, parking and driveway, suspension/revocation, transferability, and compliance with other regulations.

It would be reasonable to allow seasonal, temporary use of RV's for residential purposes as an accessory use in the following zones with a Temporary Use Permit:

- **A Agriculture:** The A (Agricultural) zoning district is a 20-acre minimum lot area district intended to accommodate the rural community and lifestyle, including the conservation of farming, ranching, and agricultural resources. The district is characterized by agricultural uses of land and is meant to provide an adequate amount of space for livestock and poultry keeping. Properties within this district may not be served by central water and wastewater service.
- **RR Rural Residential:** The RR (Rural Residential) zoning district is intended to establish and preserve areas for semi-rural, low-density residential and compatible low-intensity agricultural, commercial, and light industrial uses. Areas within the district may or may not be served by central sewer.
- **RE Residential Estate:** The RE (Residential Estate) zoning district is to establish and maintain a quiet, single-family dwelling residential neighborhood, preserving and promoting the existence of large areas of passive open space, light, play areas for children, and recreational sites.
- **R-1 Neighborhood Residential:** The R-1 (Residential) zoning district is intended to provide for low-density, single-family residential development and to provide for such community facilities and services as will serve the area residents while protecting the residential character and quality of the area.
- **R-2 Medium Density Residential:** The R-2 (Multiple Residence) zoning district is intended to provide for the development of single-family and duplex or townhouse dwellings.
- **R-3 Limited Mixed Residential:** The R-3 (Multiple Residence) zoning district is intended to provide for the development of medium-density and high-density apartments. The district also provides a variety of housing types to serve the housing needs of the area residents.
- **MH-1 Single Residence Manufactured Home:** The MH (Manufactured Home) zoning district is intended to provide for manufactured and site/stick-built homes with single-family uses and lot ownership.
- **B-1 Local Business:** The B-1 (Local Business) zoning district is intended to provide for a broad range of retail and service functions.
- **B-2 General Business:** The B-2 (General Business) zoning district is intended to provide for commercial uses that create a use intensity transition between residential neighborhoods and light industrial uses.
- **MU-PUD Mixed-Use Planned Unit Development:** The Mixed Use Planned Unit Development (MU-PUD) zoning district is intended to accommodate high-quality commercial, office, residential, commercial mixed-use, and residential mixed-use development. The purpose of the following regulations is to allow for increased flexibility in the siting and design of land uses and zoning standards within a comprehensively planned area. (**if included in the MU-PUD Master Plan as an allowed use*)

- **PLI Planned Light Industrial:** The Planned Light Industrial (PLI) zoning district is intended to accommodate master planned light industrial and commercial mixed-use development. The purpose of the following regulations is to allow for increased flexibility in the siting and design of land uses and development standards within a comprehensively planned PLI zoning district. (**if included in the PLI Master Plan as an allowed use*)

Title 16 of the Douglas Municipal Code would need to be modified via ordinance to reflect any changes in use. A Temporary Use Permit (TUP) is recommended to provide emergency services with the locations of additional residents and/or visitors. The TUP would also ensure the location of the RV is appropriate and safe, the water and electrical connections are appropriate and safe, and sewage is disposed of in the correct manner.

It is recommended that the TUP code be clarified, specifically the duration of temporary use (currently allowed for a year) and renewals (not discussed).

If the City Council wishes to modify the code to allow for RV use as an accessory residential use, it is recommended Table 4-6 be clarified regarding Temporary residential Uses and Table 4-7 be updated.

Title 16.2.2 of the Douglas Municipal Code defines Recreational Vehicles (RV) as: *Any vehicle built on a single chassis at a size of four hundred (400) square feet or less when measured at the largest horizontal projections which is designed to be self-propelled or permanently towable and is not primarily designed for use as a permanent dwelling, but as temporary living quarters for recreational, camping, travel, or seasonal use.*

Travel Trailer and Recreational Vehicle (RV) Parks are currently allowed only in the MH-2 Mobile Home Park zone. Title 16.6.30 outlines standards for the parks, including location, size, density, access, parking, landscaping, recreation area, sidewalks, utilities, and hazardous weather shelter.

The Douglas Municipal Code is silent on RV's as an accessory use.

The use of RV's for residential purposes outside of MH-2 zones came to the City Council's attention when a citizen reported a notice of violation received from the Community Development Department. City Council requested additional research be conducted and findings be presented.

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

Budget/Fiscal Impact

Fund/Department: 10-5100-2115 Non Departmental Publishing; 10-5100-2158 Non Departmental Misc Contractual Services

Project/Line Item(s): Legally Required Publishing; Codification - Municode
Budgeted Amount: \$65,400; \$60,474
Anticipated Amount:

Action Requested/Recommended Motion

Approve Ordinance 1062 on second reading as presented.

Attachments

1. Ordinance 1062 RVs & Travel Trailers DRAFT - 2nd Reading 20250922

ORDINANCE NO. 1062

**AN ORDINANCE AMENDING TABLE 4-6, TABLE 4-7, AND SECTION 16.6.7.1 OF THE DOUGLAS MUNICIPAL CODE
PERTAINING TO TRAVEL TRAILERS AND RECREATIONAL VEHICLES (RVs)**

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. Table 4-6 of the Douglas Municipal Code is hereby amended to read as follows:

4.7.1 General

Table 4-6 below identifies the allowed (A), conditional (C), and temporary (T) principal use allowances for all of the standard and special purpose zoning districts, except for the MU-PUD and PLI zoning districts with development plans. Any blank cell within the table shall be interpreted as a prohibited use in the respective zoning district. The allowed, conditional, and temporary principal uses for properties zoned under the MU-PUD and PLI zoning districts shall be pursuant to the specific MU-PUD or PLI development plan. + Properties in the MU-PUD or PLI zone districts without development plans shall comply with Tables 4-6 and 4-7. Table 4-7 below identifies the allowed and conditional accessory use allowances for all of the standard and special purpose zoning districts. The tables also provide for additional requirements on a use-by-use basis. Many of the additional requirements refer to use-specific development standards, which are included within [Chapter 6](#) of this Code.

Table 4-6: Principal Uses Table—Allowed, conditional, and temporary principal uses in all zoning districts, except the MU-PUD and PLI zoning districts with development plans. The allowed, conditional, and temporary principal uses for properties zoned under the MU-PUD or PLI zoning district shall be pursuant to the specific MU-PUD or PLI development plan. + Properties in MU-PUD or PLI zone districts without development plans shall comply with this use table.

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 Agricultural Uses																	
Agriculture	A	A															
Agricultural Stands	A	A								T	T	T	T				See Section 6.8 of this Code
Animal Keeping	A	C	C	C	C	C	C	C	C	C	C	C	C	C	C		See Section 6.9 of this Code
Barns and Private Stables	A	A															See section 6.2, Accessory Agricultural Structures and Uses, of this Code
Bulk Grain Storage (Public or Private)	C																
Commercial Stables	C	C															
Commercial Livestock Auction Yards and Barns	Not allowed in any zoning district																
Commercial Feedlots	Not allowed in any zoning district																
Farms and Ranches	A	A															
Gun Clubs	C																
Guest Ranches	C																
Riding Academies	C	C															

Temporary Agricultural Uses	T	T															See Section 6.2 of this Code
Principal Residential Uses																	
Assisted Living Facility		C	C	C	A	A	C	C		A	A	A	A				See Section 6.17 of this Code
Boarding and Rooming (no transient occupancy)		A	C	C	A	A		C		A	A	A	C				See Section 6.13 of this Code
Dwelling, Single-Family	A	A	A	A	A	A	A	A	A	A	A	A	A				
Dwelling, Duplex				A	A	A		A		A	A		A				
Dwelling, Townhouse/Twin House				A	A	A		A		A	A		A				
Dwelling, Multi-Family					A	A		C			A		A				
Above Ground Level Residential										A			A				
Family Group Home		C	C	C	A	A	C	C		A	A		A				See Section 6.17 of this Code
Manufactured Home Residence	A	A	A	A	A	A		A					A				See Section 6.24 of this Code
Mobile Home Park									A								See Section 6.24 of this Code
Short-Term Rental			C	C	C	C		C		C	C	C	C				See Section 6.31 of this Code
Temporary Housing	Prohibited in all zoning districts (see also Section 6.35 of this Code)																
Temporary Residential Uses	C	C	C	C	C	C	C										See Section 6.36 of this Code
<u>Travel Trailer & Recreational Vehicles (RV)</u>									<u>A</u>								<u>See Section 6.30 of this Code</u>

Watchman or Caretaker Residence	A	A													A		
Principal Institutional Uses																	
Private Schools			C	C	C	A	C	C		A	A	A	A				
Public Schools			A	A	A	A	A	A		A	A	A	A				
Public Buildings and Facilities	C	C	C	C	C	C	C	C		C	C	C	C		C		
Religious Institutions	C	C	C	C	C	C	C	C	C	A	A	A	A	C	C		
Principal Commercial Uses																	
Auction Facilities	C	C									C	C		C	C		
Automobile and Trailer Sales (new or used)												A			A		
Banks and Other Financial Institutions										A	A	A	A				
Bars, Liquor Stores, Taverns, Pubs, Brewpubs										A	A	A					
Beauty and Barber Shops				C	C	A				A	A	A					
Bed and Breakfast Home		C	C	A	A	A	C	C		A	A	A	A				See Section 6.11 of this Code
Bed and Breakfast Inn		C	C	C	C	C	C	C		C	C	C	C				See Section 6.12 of this Code
Building Materials Sales Yard												A		A	A		
Carwash (not associated with a gas station or convenience store)											A	A		A			

Commercial Kennel	C					C					C	C		C	C		See Section 6.14 of this Code
Commercial Nurseries and Greenhouses	A	C									A	A		A	A		In B-1 and B-2, outside storage and display allowed in association with a commercial greenhouse if it is enclosed within an approved six-foot fence with locking gate
Convenience Store					C	C				A	A	A					
Clinics, Hospitals, and Nursing Homes			C	C	C	A				A	A	A					
Day Care Centers	C	C	C	C	C	C	C	C		A	A	A	C				See Section 6.17 of this Code
Domestic Dog Services	A									C	A	A	A	A	A		
Equipment Rental											C	A			A		
Funeral Homes			C	C	C	C	C	C		A	A	A	A				
Gas Stations (including incidental automobile repair)										A	A	A					
Home Improvement Centers											A	A		A			
Hotels and Motels										A	A	A					
Large Scale Retail										A	A	A		A			See Section 6.23 of this Code

Laundromats and Dry Cleaning Establishments					C	C				A	A	A		A			
Meeting, Conference, and Lodge Halls										A	A	A					
Mini-Warehouse											C	A		A	A		
Mobile Home Park Coin Operated Laundry									A								
Mobile Home Park Snack/Food Store									A								
Mobile Home Sales									A								In MH-2, only model mobile home sales allowed if the area designated for sales does not occupy more than 5% of the total acreage of the mobile home park In CB-1, no outside storage of vehicles or parts and no body or fender work, painting, or upholstering In MH-2, must be located at least 100 feet

																	from any MHP boundary
Model Home/Subdivision Sales Office			T	T	T	T	T	T	T								
Museums, Libraries, and Galleries (Public or Private)	C	C	C	C	C	C	C			A	A	A	A				
Neighborhood Retail, 2,000 sq. ft. or less						C							A				
Newspaper, Document Processing, and Printing Offices										A	A	A		A			
Outside Seasonal Retail Display						T				T	T	T		T			See Sections 6.3 and 6.32 of this Code
Parking Lots and Garages										A	A	A					
Pet Store	A											A		A	A		
Professional Offices (including business and public offices)					C	A				A	A	A		A			
Restaurants and Cafes						C	C			A	A	A					
Retail Bakeries						C	C			A	A	A					
Shopping Centers										A	A	A					
Small Repair Services (2,000 sq. ft. or less)										A	A	A					

Temporary Commercial Uses										T	T	T		T			See Section 6.36 of this Code
Temporary Construction Buildings	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T		See Section 6.16 of this Code
Veterinary Hospitals and Clinics	A					C				C	C	A		A	A		
Theaters										A	A	A					
Truck or Recreational Vehicle Repair and Service												C			A		
Wholesale Bakeries											C	C		A	A		
Wholesale	C									C	C	C		A	A		In CB-1, only storage of samples allowed, storage of additional stock not allowed
Vehicle Repair Garage											A	A			A		See Section 6.40 of this Code
Vehicle Repair Garage (Basic automobile repair, maximum two-bay)										A			A	A			See Section 6.40 of this Code
Principal Industrial Uses																	
Sawmills	C														C		
Light Manufacturing												C		A	A		
Light Manufacturing										C	C		C	A	A		

(2,000 sq. ft. or less)																	
Auto Wrecking or Salvage Yards															C		See Section 6.10 of this Code
Batch Plants															C		
Flammable and/or Hazardous Substance Storage Facility															C		See Section 6.19 of this Code
Contractor Yards (vehicles, equipment, materials and/or supplies)														C	A		See Section 6.16 of this Code
Manufacturing, Processing, and Fabricating														C	A		
Oil and Gas Operations	C														C		See Section 6.41 of this Code
Temporary Industrial Uses														T	T		See Section 6.36 of this Code
Trucking and Other Transportation Terminals															A		
Principal Utility and Communication Uses																	
Public and Private Utilities	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	See Section 6.29 of this Code
Radio and Television Transmission and Reception Towers (Commercial and Non-Commercial)	A	A				A				A	A	A	A	A	A	A	See Section 6.15 of this Code

Telecommunication Facilities)																	
Solar Energy Generation Farm	C													C	C		
Principal Recreational, Entertainment, and Sexually Oriented Uses																	
Amusement Center, Indoor										A	A	A					
Amusement Center, Outdoor	C										C	C				C	
Bowling Alley										A	A	A					
Commercial Gymnasium										A	A	A					
Golf Courses	C	C					A									A	
Naturally Vegetated Areas	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	
Open Space	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	
Parks and Playgrounds	A	A	A	A	A	A	A	A	A	A	A	A	A	A		A	
Racetracks or Strips	C																
Recreational Facilities (Public or Private)	C	C	C	C	C	C	C	C		A	A	A				A	
Shooting Range, Outdoor	C	C															
Shooting Range, Indoor															A		
Sexually Oriented Business															C		See Section 6.34 of this Code
Social and Recreational Facilities (Public or Private)	C									A							

Travel Trailer and Recreation Vehicle (RV) Park									A								See Section 6.30 of this Code
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DRAFT

Section 2. Table 4-7 of the Douglas Municipal Code is hereby amended to read as follows:

4.7.2 Accessory Uses and Structures

A. Conformance with Zoning District Standards

Unless otherwise indicated in this Code, accessory structures and uses shall conform to the use and dimensional standards specified in this Chapter for the respective zoning district within which the building or use is proposed. The area of accessory structures shall be included in the lot coverage calculation.

B. Conformance with General and Use-Specific Development Standards

All accessory structures and uses shall comply with the general and use-specific development standards in Chapters 5 and 6 of this Code.

C. Principal Structure Required

No zoning certificate or building permit for construction of an accessory structure, where a building permit is required, shall be authorized prior to construction of the principal structure except in the A (Agricultural) zoning district.

D. Prohibited Storage Buildings

Semi-trailers, mobile storage containers, and mobile homes shall not be used as accessory storage buildings except, as allowed by Section 6.3 or Section 6.7. Existing semi-trailer, mobile storage containers, and mobile homes being used as accessory storage buildings on the effective date of this Code shall be considered legal nonconforming uses.

E. Violations

Any building, structure, or use that does not qualify as an accessory structure or use and is not identified as an allowed use or approved conditional use is a violation of this Code and shall be subject to zoning enforcement pursuant to the provisions of Chapter 9 of this Code.

Table 4-7: Accessory Uses Table - Allowed, conditional, and temporary accessory uses in all zoning districts, except the MU-PUD and PLI zoning districts with development plans. The allowed, conditional, and temporary accessory uses for properties zoned under the MU-PUD or PLI zoning districts shall be pursuant to the specific MU-PUD or PLI development plan. +Properties in MU-PUD or PLI zone districts without development plans shall comply with this use table.

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	
Accessory Agricultural Uses																	
Accessory Agricultural Structures and Uses	A	A															See Section 6.2 of this Code
Animal Keeping	A	A	C	C	C	C	C	C			C	C	C	C	C		See Section 6.9 of this Code
Bee Keeping	A	A	C	C	C	C	C	C			C	C			C		
Fowl Keeping	A	A	A	A	A	A	A	A			A	A	A	A	A		See Section 6.9 of this Code
Hobby Farms	A	A															
Private, Personal-Use Greenhouse	A	A	A	A	A	A	A	A			A	A	A	A	A		
Private Stables	A	A															
Accessory Residential Uses																	
Accessory Dwelling Units		A	A	A	A	A	A	A									See Section 6.4 of this Code
Accessory Residential Structures and Uses		A	A	A	A	A	A	A									See Section 6.7 of this Code
Farm/Ranch Residence	A	A															
Short-Term Rental			C	C	C	C		C		C	C	C	C				See Section 6.31 of this Code

Outdoor Storage	A										A	A		A	A		See Sections 6.26 and 6.32 of this Code
Outdoor Display and Sales of Garden Supplies and Nursery Stock	A									A	A	A		A			
Small Scale Commercial Kiosk						A				A	A	A		A	A		
Accessory Industrial Uses																	
Accessory Industrial Structures and Uses														A	A		See Section 6.5 of this Code
Accessory Light Manufacturing and Industrial												C		A	A		See Section 6.6 of this Code
Construction-Related Storage and Offices														A	A		See Section 6.16 of this Code
Flammable and/or Hazardous Substance Storage Facility															C		See Section 6.19 of this Code
Membrane Structures (120 square feet or less)	A	A	A	A	A	A	A	A					A	A	A		See Section 6.25 of this Code
Membrane Structures (more than 120 square feet)	A													A	A		See Section 6.25 of this Code
Accessory Industrial Uses																	

Personal Wind Energy Generator	A	A	A	A	A	A	A	A			A	A	A	A	A		See Section 6.28 of this Code. Allowed in B-1 and B-2 if roof mounted and in compliance with max. height restrictions
Personal Solar Energy Generator	A	A	A	A	A	A	A	A			A	A	A	A	A		See Section 6.27 of this Code
Roof, Wall, or Pole Mounted Commercial Mobile Radio Service Facility										A	A	A	A	A	A		See Section 6.15 of this Code
Tower, Commercial and Private (Non-Commercial Telecommunication Facilities)	C	C				C				C	C	C	C	C			See Section 6.15 of this Code

Section 3. Section 16.6.7.1 of the Douglas Municipal Code is hereby amended to read as follows:

6.7 Accessory Residential Structures and Uses

6.7.1 Allowed Uses and Structures

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

- a. ~~•~~ Detached private parking garages;
- b. ~~•~~ ~~hg~~; Carports or other motor vehicle covered parking areas (hereinafter "covered parking areas") shall comply with the following:
 - i. ~~•~~ Definition: Covered parking areas shall be defined as a structure built attached or detached from the main 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.
 - ii. ~~•~~ Location: Covered parking areas are limited to side and rear yards.
~~•~~ Exception: The Community Development Director may approve a covered parking area to be placed in the front yard if the structure is two hundred (200) square feet or less, if the structure is attached to the primary structure, and if the structure is designed to favorably add to the architecture of the primary structure.
 - iii. ~~•~~ Setbacks: Covered parking areas smaller than two hundred (200) square feet may project into a required setback not to exceed one-third ($\frac{1}{3}$) 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.
~~•~~ Exception: The Community Development Director may approve a covered parking area to be placed no closer than five (5) feet off the front lot line if the structure is two hundred (200) square feet or less, if the structure is attached to the primary structure, and if the structure is designed to favorably add to the architecture of the primary structure.
 - iv. ~~•~~ Size: Covered parking areas are limited to a maximum of two hundred (200) square feet or forty (40) percent of the primary structure, whichever is larger.
 - v. ~~•~~ Height: Covered parking areas may not exceed the maximum height for an accessory structure in each zone district.
 - vi. ~~•~~ 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.
 - vii. ~~B~~ ~~•~~ Building Permit Required: Covered parking areas shall require a building permit.
 - viii. ~~•~~ 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.

- ix. ~~•~~ Maintenance: Covered parking areas shall be maintained in good condition at all times.
- c. ~~•~~ Storage sheds;
- d. ~~•~~ Shipping containers in residential zones shall comply with the following:
 - i. ~~•~~ 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."
 - ii. ~~•~~ Occupation: Shipping containers shall not be used as dwellings, sleeping quarters or for occupancy for any period of time.
 - iii. ~~•~~ Limited: Only one (1) shipping container allowed per residential lot.
 - iv. ~~•~~ Building Permit Required: Shipping containers shall require a building permit.
 - v. ~~•~~ Location: Shipping containers are limited to rear yards.
 - vi. ~~•~~ Setback: Shipping containers shall comply with the setbacks for the applicable zoning district.
 - vii. ~~•~~ 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.
 - viii. ~~•~~ 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.
 - ix. ~~•~~ 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 thirty (30) days of completion of work associated with the building permit.
- e. ~~•~~ Gazebos;
- f. ~~•~~ Domestic pets;
- g. ~~•~~ Personal, private-use greenhouses;
- h. ~~•~~ Fences, walls, and hedges;
- i. ~~•~~ Antennas, radio facilities, and satellite dishes, pursuant to the requirements of this Code;
- j. ~~•~~ Personal solar and wind energy generators;

k. ~~•~~ Swimming pools, hot tubs, tennis courts or other similar private recreational facilities; ~~and~~

l. Recreational Vehicles (RVs) or Travel Trailers; and

i. Recreational Vehicles (RVs) or Travel Trailers may be allowed for short-term stays intended for family/friends not to exceed fourteen (14) days in duration at any one time.

ii. Recreational Vehicles (RVs) or Travel Trailers shall not be rented out under any circumstances and shall not be used as or considered Short-Term Rentals or Accessory Dwelling Units.

iii. Recreational Vehicles (RVs) or Travel Trailers shall be limited to one per lot unless otherwise approved by Conditional Use Permit.

iv. Recreational Vehicles (RVs) or Travel Trailers shall not be connected to utilities when not in use.

v. Recreational Vehicle (RV) or Travel Trailer sewage shall be disposed of in an appropriate manner at all times.

i.vi. Recreational Vehicles (RVs) or Travel Trailers may be stored on a gravel, crushed asphalt, or concrete pad in rear and side yards in any zone except for GRN Greenspace.

k.m. ~~•~~ Any accessory structure or related use expressly designated as accessory in a residential zoning district under this Code, or as otherwise established as an accessory use through an interpretation of the Community Development Department Director.

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

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

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

Kim Pexton, Mayor

Attest:

Devon Litzsinger, City Clerk

Published: _____

ATTESTATION

I, Devon Litzsinger, 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.

Devon Litzsinger, City Clerk

Proclamation

WHEREAS, this month communities across the country are remembering more than 47 million Americans suffering from hunger or food insecurity; and

WHEREAS, in Wyoming more than 90 thousand people, nearly 27 thousand of which are children, struggle to meet their basic nutritional needs; and

WHEREAS, the City of Douglas is committed to working with Food Bank of Wyoming, a member of the Feeding America® nationwide network of food banks, in educating people about the role and importance of food banks in addressing hunger and raising awareness of the need to devote more resources and attention to hunger issues; and

WHEREAS, more than 15% of individuals in Converse County rely on food provided by the members of Food Bank of Wyoming annually; and

WHEREAS, the members of Food Bank of Wyoming distributed more than 10 million meals to more than 55 thousand Wyoming families in 2024 through its network of food pantries, soup kitchens, shelters, and other community organizations; and

WHEREAS, the month of September has been designated “Hunger Action Month” in order to bring attention to food insecurity in our communities and to enlist the public in the movement to end hunger by taking action; including volunteer shifts, social media shares, and donations; to ensure every community, and everybody in it, has the food they need to thrive.

NOW, THEREFORE, I, Kim Pexton, Mayor of the City of Douglas, Wyoming, do hereby proclaim September 2025 as:

HUNGER ACTION MONTH

And encourage all citizens to increase their understanding and awareness of food insecurity and how it impacts our nation, state, county and communities.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official Seal of the City of Douglas, Wyoming, to be affixed this 22nd day of September, 2025.

ATTEST:

Kim Pexton, Mayor

Devon Litzsinger, City Clerk



Agenda Item Report

City Council – September 22, 2025

Item

Ordinance 1064: An Ordinance Amending Section 10.92.050 of the Douglas Municipal Code Pertaining to Truck Routes

Responsible Staff Contact

Clara Chaffin

Recommendation

Approve Ordinance 1064 as presented on first reading.

Executive Summary

This ordinance amends section 10.92.050 based on conversations between the City and the County and discussion at the September 8, 2025, City Council meeting.

Added to the truck routes were Cheyenne Street from East Richards Street to Coulter Trail and Coulter Trail (within City limits).

This ordinance we shared with Jim Willox, Chairman of the Converse County Commissioners and received a favorable response.

Background

Converse County began improvements to Coulter Trail between Cheyenne Street and East Antelope Road in September 2025.

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

Budget/Fiscal Impact

Fund/Department: 10-5100-2115 Non Departmental Publishing; 10-5100-2158 Non Departmental Misc Contractual Services

Project/Line Item(s): Legally Required Publishing; Codification - Municode

Budgeted Amount: \$65,400; \$60,474

Anticipated Amount:

Action Requested/Recommended Motion

Approve Ordinance 1064 as presented on first reading.

Attachments

1. Ordinance 1064 Truck Routes DRAFT - 1st Reading 20250922
2. Truck Routes Map 2025 (ORD 1064)

ORDINANCE NO. 1064

AN ORDINANCE AMENDING SECTION 10.92.050 OF THE DOUGLAS MUNICIPAL CODE
PERTAINING TO TRUCK ROUTES

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. Title 10.92.050 of the Douglas Municipal Code is hereby amended to read as follows:

10.92.050 Truck routes established.

The following truck routes are established within the city:

- (a) Outside Origin—Outside Destination. All trucks over ten thousand (10,000) pounds gross vehicle weight having origination and destination points outside the city shall not enter upon any city street or roadway except for the purpose of obtaining support services including but not limited to food, gas and repairs; provided, that such trucks shall use only approved truck routes within the city limits as defined in subsection B of this section.
- (b) Truck Traffic Within the City Limits.
 - (i) Outside Origin.
 - (A) The following truck routes are established within the city for use by trucks having their destination within the city limits or originating within the city limits, or which qualify under subsection A of this section:
 - i. Richards Street;
 - ii. South Riverbend Drive;
 - iii. North 4th Street from Highway 59 Bypass to Cedar Street;
 - iv. Cedar Street from North 4th Street to County Road No. 52 (East Antelope);
 - v. Cheyenne Street from East Richards Street to Coulter Trail;
 - vi. Coulter Trail (within City limits);
 - vii. Highway 59; and
 - viii. Highway 94.
 - (B) Once Inside the Destination Point. All such commercial trucks entering the city for destination point in the city shall proceed only over an established truck route and shall deviate only at the intersection within the street, upon which such traffic permitted, nearest to the destination point, a deviating truck shall return to the truck route by the shortest possible route.
 - (C) Multiple Inside Destination Points. All such trucks entering the city for multiple destination points shall proceed only over established truck routes and shall deviate only at the intersection with the street upon which such traffic is permitted, nearest to the first destination point. Upon leaving the first destination point, a deviating truck shall proceed to other destination points by the shortest direction and only over streets upon which such traffic is permitted. Upon leaving the last destination point, a deviating truck shall return to the truck route by the shortest permissible route.

- (ii) Inside Origin—Outside Destination Point. All such trucks, on a trip originating in the city, and traveling in the city for a destination point outside the city shall proceed by the shortest direction over streets on which such traffic is permitted, to a truck route as herein established.

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

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

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

Kim Pexton, Mayor

Attest:

Devon Litzsinger, City Clerk

Published: _____

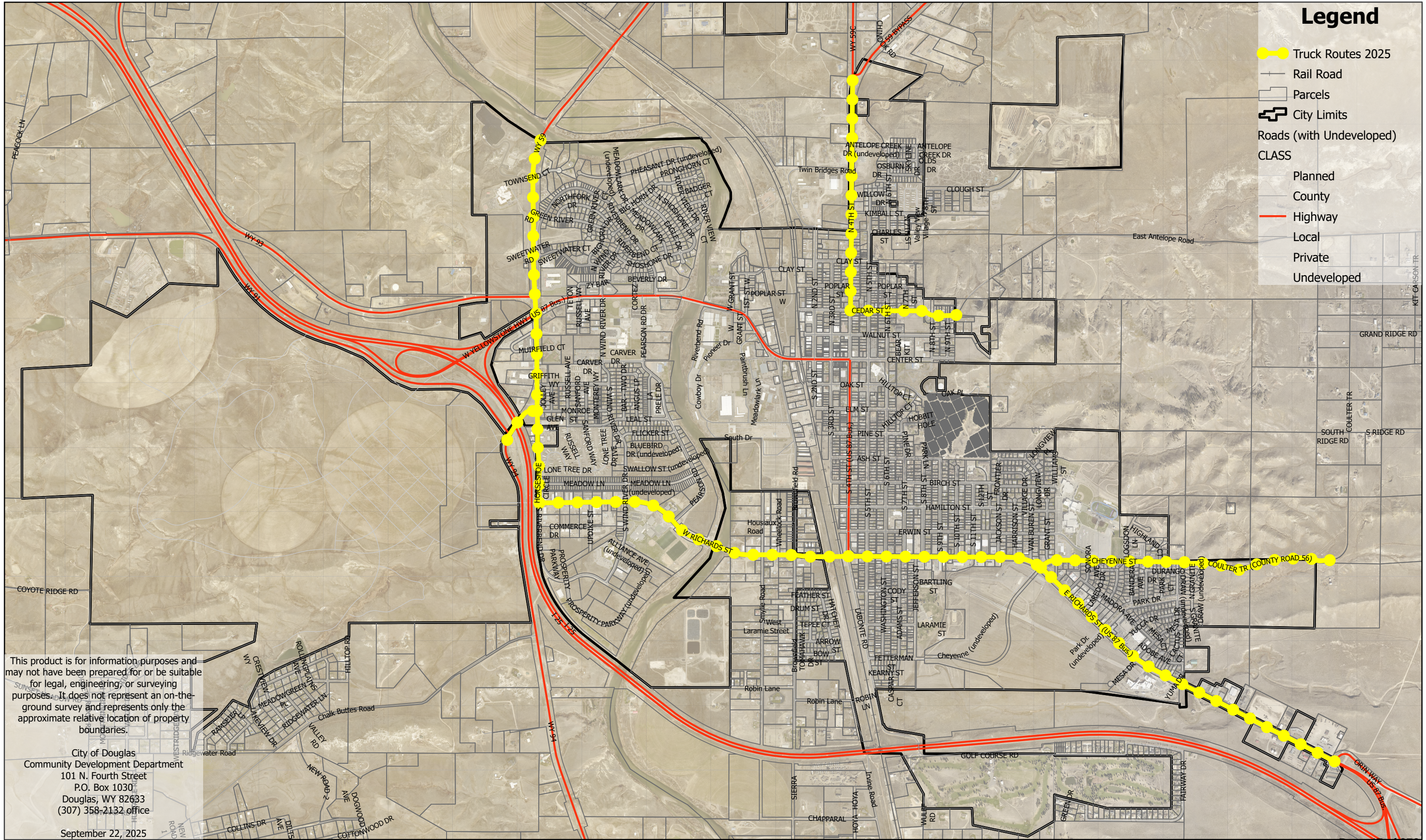
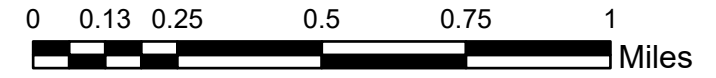
ATTESTATION

I, Devon Litzsinger, 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.

Devon Litzsinger, City Clerk



Truck Routes 2025



This product is for information purposes and may not have been prepared for or be suitable for legal, engineering or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

City of Douglas
Community Development Department
101 N. Fourth Street
P.O. Box 1030
Douglas, WY 82633
(307) 358-2132 office

September 22, 2025

**REQUEST FOR SEALED BIDS – SALE OF PROPERTY
CITY OF DOUGLAS, WYOMING**

The City of Douglas, Wyoming will accept sealed bids for the purchase of Lot 8, Block 1, Capitol Hill Addition to the City of Douglas, Converse County, Wyoming. The property will be sold in “as is” condition. The City of Douglas makes no warranties or guarantees regarding the condition of the property or its suitability for any use or purpose. Interested parties must provide a sealed offer to bid including purchase price (minimum of \$17,333). A bid bond, irrevocable letter of credit, or cashier’s check for not less than ten (10%) of the bid shall be submitted with all bids. All bid bonds will be returned to unsuccessful bidders. Anyone who submits a bid accepts a Quit Claim Deed and must make payment no later than thirty (30) days from receipt of a Title Commitment showing marketable title in the name of the City of Douglas, a Wyoming Municipal Corporation. If payment is not received as stipulated the bond shall be forfeited and the City in its sole discretion may offer the property to the next highest interested bidder. Sealed bids should be marked “City of Douglas Property Bid” and will be accepted until **2:00 p.m. local time on Friday, September 12, 2025** and read immediately thereafter in the Conference Room at City Hall, 101 N. 4th St., Douglas, WY. Fax or e-mail submittals **will not** be accepted. Submittals received after the deadline will be returned unopened. Sealed bids are to be delivered to Douglas City Hall, Attn: City Clerk, 101 N. 4th Street, P.O. Box 1030, Douglas, Wyoming 82633. The property shall be sold to the highest responsible bidder; however, the City of Douglas reserves the right to reject any and all submittals. The City of Douglas also reserves the right to waive any and all informalities or defects of any bid. In the event title is not marketable the bidder may accept the property as is or withdraw the bid as bidder’s only remedy. Contact Devon Litzinger, City Clerk, at 307-358-3462, for questions. Vicinity maps and supporting documents may be viewed on the City of Douglas website, www.cityofdouglas.org, under the “Public Notices” section.

/s/ Devon Litzinger, City Clerk

Published: August 27, September 3, and September 10, 2025

RESOLUTION NO. 2025-18

A RESOLUTION AUTHORIZING THE SALE OF REAL PROPERTY OWNED BY THE CITY OF DOUGLAS,
WYOMING AND MORE PARTICULARLY DESCRIBED AS CAPITOL HILL SUBDIVISION, LOT 8, BLOCK 1

Whereas, the City of Douglas, Wyoming (City) obtained real property in lieu of foreclosure located in the Capitol Hill Addition, more particularly described as Capitol Hill Addition, Lot 8, Block 1, located on Cedar Street within the City of Douglas on 24th of November, 1997; and

Whereas, the City has no use for the property; and

Whereas, the City chooses to sell the property; and

Whereas, Wyo. Stat. § 15-1-112(b)(i)(C) authorizes the sale of the City’s real property follow a completion of advertisement of the intended sale, describing the property and the terms of the sale, which shall be published at least once each week for three (3) consecutive weeks in a newspaper having general circulation in the City; and

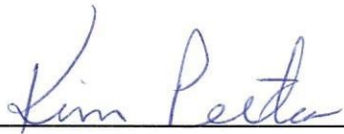
Whereas, the City shall secure an appraisal of the above described property and determine the terms and conditions of the sale of the above described with the City Council prior to publication of such notice and approval of the transfer of the above described property.

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

Section 1: That City Council authorizes the sale of the property more particularly described as Capitol Hill Addition, Lot 8, Block 1.

Section 2: That City Council authorizes the City Manager and City Attorney to negotiate the terms and conditions of the purchase agreement for the sale of the Capitol Hill Addition, Lot 8, Block 1 property for approval of City Council.

PASSED, APPROVED, AND ADOPTED this 14 day of July, 2025.



Kim Pexton, Mayor

Attest:


Devon Litzsinger, City Clerk



BOOK **1119** PAGE **340**

WARRANTY DEED

JOHN P. MILLER, A SINGLE PERSON

grantor____, of _____ GLENROCK, CONVERSE _____ County, and State
 of _____ WYOMING _____, for and in consideration of TWO HUNDRED TEN AND NO/100 - -
 _____ DOLLARS

in hand paid, receipt whereof is hereby acknowledged, CONVEY AND WARRANT TO
 _____ CITY OF DOUGLAS _____

grantee____, of _____
 _____ CONVERSE _____ County, and State of _____ WYOMING _____

the following described real estate, situate in _____ CONVERSE _____ County and State
 of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State,
 to-wit:

LOT 8, BLOCK 1, CAPITOL HILL ADDITION

RECORDED IN BOOK	Dec. 3, 1119	19 97 AT 9:45 A	OF Deeds PAGE 340 ^M
NO.	839420	LARRY E. SARE COUNTY CLERK	

WITNESS MY hand this 18 day of NOVEMBER, 19 97.

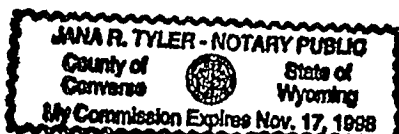
John P. Miller

STATE OF _____ WYOMING _____ } ss.
 COUNTY OF _____ CONVERSE _____ }

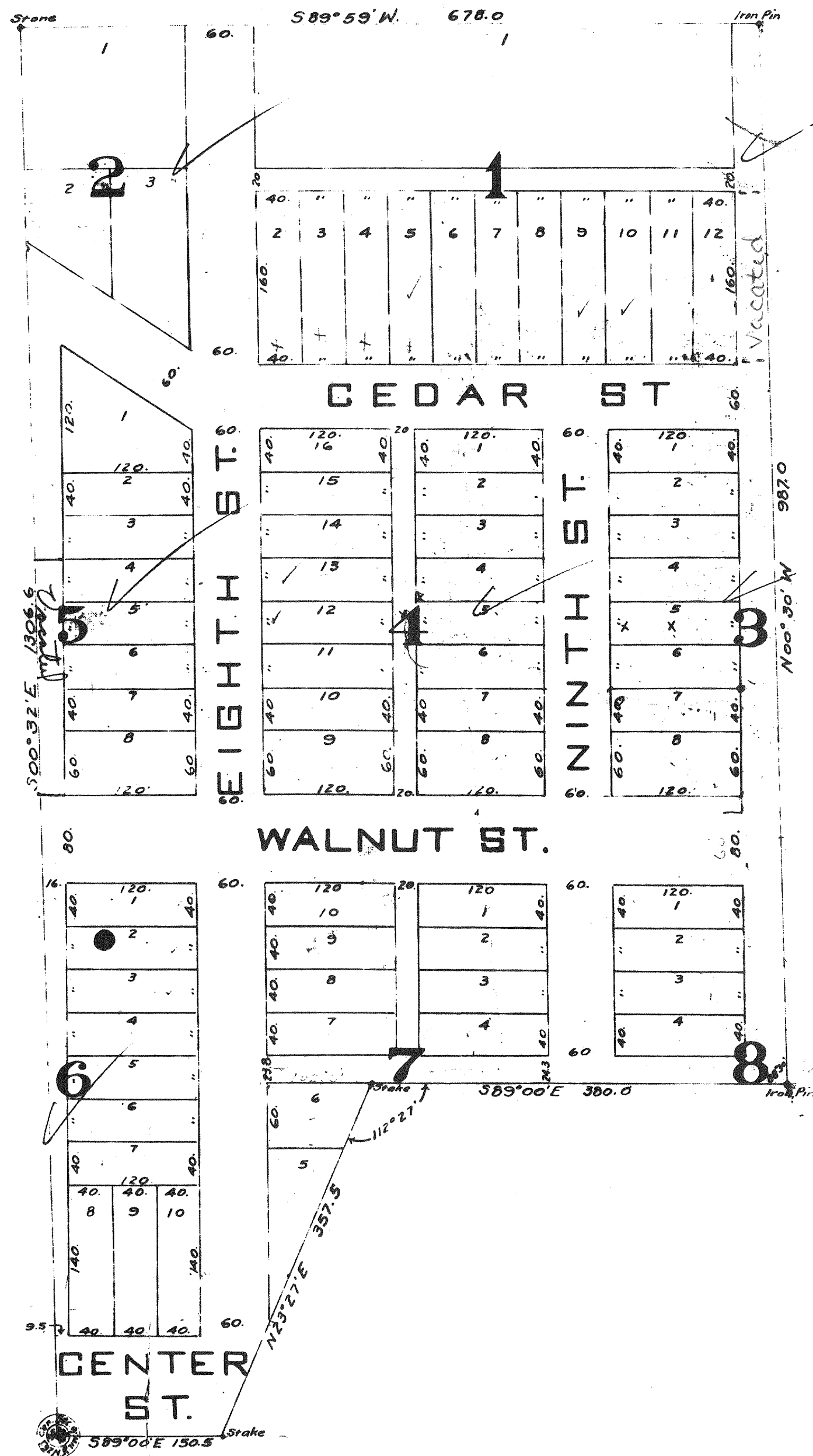
The foregoing instrument was acknowledged before me by JOHN P. MILLER

this 18TH day of NOVEMBER, 19 97

Witness my hand and official seal.



Jana R. Tyler
 Title of Officer
 My Commission Expires: Nov. 17, 1998



CAPITOL HILL ADDITION TO— DOUGLAS CONVERSE COUNTY WYOMING

Scale 1" = 100'

State of Wyoming } ss.
County of Converse }
I, L.C. Bishop of Douglas, Wyo. hereby certify that this map was made from notes taken during an actual survey made by me on the 1st and 2nd days of June 1918 and by F.T. Cummings on the 4th, 5th, and 10th days of June 1918, all distances were measured on the horizontal with a 100 ft. steel tape and the bearings and angles were read from the true azimuth, and I further certify that this map is strictly conformable with the field notes of said survey.

L.C. Bishop
Junior Engineer

Be it known that the within subdivision of that portion of the NE 1/4 Sec. 9, T. 32 N., R. 71 W., described as follows: beginning at the Cen. of Sec. 9, T. 32 N., R. 71 W., thence S89°00'E 150.5 ft., thence N23°27'E 357.5 ft., thence S89°00'E 380.0 ft., thence N00°30'W 987.0 ft., thence S89°59'W 678.0 ft., thence S00°32'E 1306.6 ft. to point of beginning, and the dedication of the streets and alleys to the use of the public is with the free and voluntary consent and in accordance with the desire of the undersigned owners and proprietors of the said land.

In witness whereof they have hereunto set their hand and seals this 3rd day of Nov. A.D. 1919.

In the presence of
L.C. Bishop
L.C. Bishop

W. Hamilton
E. Brownfield

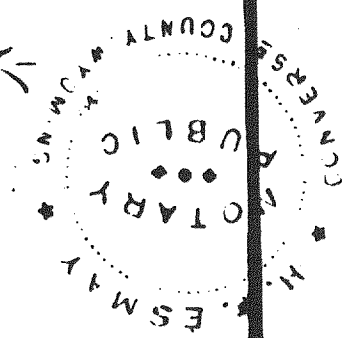
State of Wyoming }
County of Converse }
I, H.F. Esmy, a Notary Public in and for said County do hereby certify that the above persons whose names are subscribed to the foregoing instrument, appeared before me in person and acknowledged that they signed the said instrument as their free and voluntary act, Given under my hand and seal this 3rd day of Nov. A.D. 1919.

H.F. Esmy
Notary Public.

My commission expires Sept. 28, 1922.

68469
STATE OF WYOMING
COUNTY OF CONVERSE
NOTARY PUBLIC
day of November
at Douglas, Wyo.
Book
L.C. Bishop
County Clerk and ex-officio Registrar of Deeds

For Vacated part of this Plat
See # 24661, Book 209, Page 255





CLAIMS/FINANCIAL

34 Mayor Taylor introduced the proposed settlement of a delinquent assessment account.
Following a brief discussion, Councilman Humphrey moved to authorize the Mayor to sign
35 a lien release releasing the filed special lien statement on Block 7, Lot 4,
Pleasantview Subdivision. Councilman Schneider seconded. The motion unanimously
carried.

36 Mayor Taylor introduced a resolution accepting an offer to purchase property. Acting
Administrator McDonald read the resolution by title only:

37 **A RESOLUTION ACCEPTING AN OFFER TO PURCHASE LOT 8 OF BLOCK 1, CAPITAL HILL SUBDIVISION,
CITY OF DOUGLAS**

38 **WHEREAS**, the property described as Lot 8 of Block 1, Capital Hill Subdivision,
City of Douglas has against it an amount owed the City for improvements made within the
39 boundaries of Local Improvement District #13; and,

40 **WHEREAS**, the amount due is delinquent and the City has initiated foreclosure
action against the property to satisfy the debt owed; and,

41 **WHEREAS**, the current owner has offered to sell the property to the City in lieu of
foreclosure.

42 **NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF DOUGLAS
WYOMING**, that the offer from John P. Miller to sell the above described property for
two hundred ten dollars (\$210.00) is hereby accepted and authorizes the Mayor, the City
Attorney, and Staff to execute the purchase.

43 Councilman Schneider moved to pass, approve and adopt this resolution this 24th day of
November, 1997. Councilman Eberspecher seconded. The motion unanimously carried.
44 **PASSED, APPROVED AND ADOPTED THIS 24TH DAY OF NOVEMBER, 1997.** This resolution shall be
known as Resolution No. 658.

Resolution No. 658

**A RESOLUTION ACCEPTING AN OFFER TO PURCHASE LOT 8 OF
BLOCK 1, CAPITAL HILL SUBDIVISION, CITY OF DOUGLAS**

WHEREAS, the property described as Lot 8 of Block 1, Capital Hill Subdivision, City of Douglas has against it an amount owed the City for improvements made within the boundaries of Local Improvement District #13; and,

WHEREAS, the amount due is delinquent and the City has initiated foreclosure action against the property to satisfy the debt owed; and

WHEREAS, the current owner has offered to sell the property to the City in lieu of foreclosure.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF DOUGLAS, WYOMING, that the offer from John P. Miller to sell the above described property for two hundred ten dollars (\$210.00) is hereby accepted and authorizes the Mayor, the City Attorney, and Staff to execute the purchase.

PASSED, APPROVED AND ADOPTED THIS 24th DAY OF NOVEMBER, 1997.

Kenneth R Taylor
Mayor

Attest:

Carol Sahmke
City Clerk



Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: First American Title Insurance Company
Issuing Office: 123 North 3rd Street, Douglas, WY 82633
Issuing Office's ALTA® Registry ID: 0003181
Commitment Number: 4681-4295037
Issuing Office File Number: 4681-4295037
Property Address: TBD Cedar Street, Douglas, WY 82633
Revision Number:

SCHEDULE A

1. Commitment Date: July 24, 2025 at 5:00 P.M.
2. Policy to be issued:
 - a. ALTA® Standard Owner's Policy
Proposed Insured: TBD
Proposed Amount of Insurance: \$1,000.00
The estate or interest to be insured: See Item 3 below
 - b. ALTA® Extended Loan Policy
Proposed Insured: Lender To Be Determined
Proposed Amount of Insurance: \$1,000.00
The estate or interest to be insured: See Item 3 below
3. The estate or interest in the Land at the Commitment Date is:

Fee Simple
4. [The Title is, at the Commitment Date, vested in:](#)

City of Douglas
5. The Land is described as follows:

See Exhibit A attached hereto and made a part hereof

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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Commitment No.: 4681-4295037

SCHEDULE B, PART I—Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Warranty Deed from City of Douglas to TBD.

NOTE: A Statement of Consideration is required with each transfer of title in the State of Wyoming.

The Company may provide a sample of a conveyance, which if properly completed and executed, would meet this requirement. Seller and Buyer should each consult legal counsel regarding its use. Should Seller and Buyer require additional language to be contained in the sample conveyance in order to comply with the terms of their agreement that language must be provided to Company or a substitute conveyance must be presented for execution at closing.

6. We find no outstanding voluntary liens of record affecting subject property. Disclosure should be made concerning the existence of any unrecorded lien or other indebtedness which could give rise to any possible security interest in the subject property.

The purpose of this LISTING COMMITMENT is to provide certain information and is not intended to be a statement of condition of title. The company reserves the right to make additional requirements and/or exceptions upon determination of the insured and payment of the premium.

The actual value of the Title must be disclosed to the Company, and subject to the approval by the Company, entered as the Proposed Policy Amount. Until the amount of the policy to be issued shall be determined, and entered as aforesaid, the Company cannot be required to approve any such valuation in excess of \$1,000, and the total liability of the Company on account of the Commitment shall not exceed said amount.

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Commitment No.: 4681-4295037

SCHEDULE B, PART II—Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any facts, rights, interest, or claim which is not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land, and that are not shown by the Public Records.
4. Any lien or right to a lien for services, labor or material, unless such lien is shown by the Public Records at Date of Policy.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, limestone, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

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7. The lien of real estate taxes or assessments imposed on the Title by a governmental authority that are not shown as existing liens in the records of the County Treasurer or in the Public Records.

Taxes for the year 2025.

NOTE: Taxes for the year 2024 appear to be in the amount of \$0.00, Account No. 47673 according to the County Treasurer. The first installment is due and payable September 1, delinquent November 10. The second installment is due and payable March 1 of the following year, delinquent May 10. The first installment is \$0.00, and EXEMPT, and the second installment is \$0.00, and EXEMPT.

The taxes shown above may or may not reflect exemptions or value of property with new construction. It is recommended to contact the County Assessor office to determine future assessments.

8. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
9. Covenants, conditions, restrictions, easements, including the terms and conditions thereof, rules, regulations and other matters as shown on the subdivision plat of Capital Hill Addition, Recorded January 1, 1900 in [Cabinet 1, Slide 073](#).
10. Record of survey of Douglas Record of Survey recorded September 29, 2017 in [Cabinet 4, Slide 099](#).

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Commitment No. 4681-4295037

EXHIBIT A

The Land referred to herein below is situated in the County of Converse, State of Wyoming, and is described as follows:

Lot 8, Block 1, Capitol Hill Addition to the City of Douglas, Converse County, Wyoming.

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ALTA COMMITMENT FOR TITLE INSURANCE
issued by
FIRST AMERICAN TITLE INSURANCE COMPANY

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

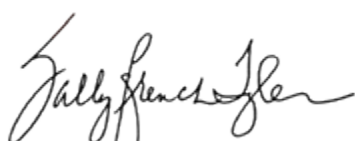
THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, First American Title Insurance Company, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

FIRST AMERICAN TITLE INSURANCE COMPANY


Sally F. Tyler, President


Lisa W. Cornehl, Secretary

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:
- a. the Notice;
 - b. the Commitment to Issue Policy;
 - c. the Commitment Conditions;
 - d. Schedule A;
 - e. Schedule B, Part I—Requirements; and

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- f. Schedule B, Part II—Exceptions; and
- g. a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I—Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an

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- agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
 - f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.
- 7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT**
The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.
- 8. PRO-FORMA POLICY**
The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.
- 9. CLAIMS PROCEDURES**
This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.
- 10. CLASS ACTION**
ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

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Agenda Item Report

City Council – September 22, 2025

Item

Benefits: Retirement Health Insurance

Responsible Staff Contact

Michele Carter

Recommendation

Executive Summary

At the last meeting, Council requested an update on the number of individuals currently receiving the benefit. Below is a summary of the findings.

Some individuals paid a portion of the cobra premium rate & some were at 100% coverage.

- Current: 1 employee.
- Last 10 years: 5 employees used: Average 2 years.
- Last 20 years: 10 employees used. Average 3 years.

Background

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

SD Commitment

SD Commitment Strategy

SD Commitment KPI

SD Outcome

SD Outcome Strategy

SD Outcome KPI

2014 Master Plan

2015 Downtown Master Plan

Budget/Fiscal Impact

Fund/Department

Project/Line Item(s)

Budgeted Amount

Anticipated Amount

Action Requested/Recommended Motion**Attachments**

1. Early-Retirement Health Insurance Coverage - current policy

G. Early-Retirement Health Insurance Coverage

Effective August 1, 1997, the City of Douglas will offer extended health and dental insurance coverage to retirees who meet the current eligibility standard and who are not yet eligible for coverage by Medicare.

Any employees seeking benefits for early retirement shall notify the City Manager in writing at least 90 days prior to the intended retirement date.

Eligibility for Early Retirement Coverage:

Eligibility for early retiree health/dental benefits shall be as follows:

- a. Employee must be covered by the City group health insurance program at the time of retirement.
- b. Employee must have a combination of age and full-time service with the City of Douglas totaling 75 years.

Coverage Provisions:

Benefits will be provided according to the schedule of benefits offered to all active employees of the City. Plan provisions are subject to change without notice to affected employees and retirees.

Formula for Benefit Coverage:

City participation towards the cost of the monthly premium payment for single or family coverage will be computed based on the following formula:

<u>Percentage</u>	<u>Combined Age & Years of Service</u>
50%	75
55%	76
60%	77
65%	78
70%	79
75%	80
80%	81
85%	82
90%	83
95%	84
100%	85 and above

Coverage Termination

Coverage for retired employees will cease when the retired employee reaches age 65 or becomes eligible for Medicare. Coverage for dependents will cease when the retiree becomes ineligible for continued coverage or when the dependent reaches age 65 or becomes eligible for Medicare.

COBRA Provisions for continued coverage

A thirty-six (36) month of continuation of benefits shall be available to a retiree's depended spouse and/or child who is covered under this program in the event of any one of the following qualifying events:

- a. The retiree's death
- b. Divorce or legal separation from the retiree.
- c. The dependent child's loss of eligibility to participate due to the retiree becoming eligible for Medicare Benefits.

The continuation of coverage is available under the Consolidated Omnibus Reconciliation Act (COBRA). 100% of the premium must be paid by the retiree or eligible dependent who qualifies because of any of the above listed qualifying events.



Agenda Item Report

City Council – September 22, 2025

Item

Resolution 2025-30: A Resolution Vacating and Replatting Sunrise Addition, Lot 1 and Detmer Addition, Lot 7 into the Gettert Addition

Responsible Staff Contact

Clara Chaffin

Recommendation

Recommend approval of Resolution 2025-30 as presented.

Executive Summary

REQUEST: The City received a request to vacate and replat Sunrise Addition Lot 1 and Detmer Addition Lot 7 into the Gettert Addition, Lot 1. The Vacation and Replat of the property is to allow for the combining of the lots, which are currently located in two different subdivisions.

PLAT DATA: Sunrise Addition Lot 1 and Detmer Addition Lot 7 are currently zoned R-2 Medium Density Residential and designed to conform to the R-2 zoning designation.

The revised plat is intended to allow for creation of one lot from two lots in two different subdivisions.

Any future use of this parcel will adhere to these standards and all applicable zoning regulations and standards and will remain compatible with the surrounding uses.

Background

HISTORY: The first subject property (Sunrise Addition, Lot 1) was annexed to the City of Douglas as part of the Ivester Addition in 1987, then replatted in 2007 as part of the Sunrise Addition. It has remained unchanged since that time.

The second property (Detmer Addition, Lot 7) was originally annexed to the City of Douglas as part of the Antelope Addition in 1919 and has been replatted numerous times. First in 2007 as part of the Sunrise Addition, then in 2009 as part of the Detmer addition and lastly in 2024.

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

Budget/Fiscal Impact

Action Requested/Recommended Motion

Recommend approval of Resolution 2025-30 as presented.

Attachments

1. CNCL Staff Report SUB 02-25 Gettert Subdivision
2. 25-209_GETTERT SIMPLE SUB FINAL 20250916
3. Resolution 2025-30 Gettert Addition

**CITY COUNCIL
STAFF REPORT
SEPTEMBER 22, 2025**

**VACATION AND REPLAT OF SUNRISE ADDITION LOT 1 AND DETMER
ADDITION LOT 7 INTO THE GETTERT SUBDIVISION**

SUMMARY

CASE NUMBER: SUB 002-25

PREPARED BY: Heidi McCullough – Planning Technician

MEETING DATES: September 15, 2025 – Planning Commission
September 22, 2025 – City Council

REQUEST: Sunrise Addition Lot 1 and Detmer Addition Lot 7 into the Gettert Subdivision

PURPOSE: Vacation and Replat the property to allow for the combining of the lots which are located in two different subdivisions.

RECOMMENDATION: The Community Development Department recommends approval of the request to vacate and replat Sunrise Addition Lot 1 and Detmer Addition Lot 7 into the Gettert Subdivision.

VICINITY MAP:



OWNER: Lewis & Deborah Gettert
532 N. 5th Street
Douglas, WY 82633

LOCATION:

1. Legal Description: Sunrise Addition Lot 1 and Detmer Addition Lot 7
2. General Location: The subject parcels are located on the West side of south 5th Street between Charles Street and Clay Street.

SIZE: 0.56 Acres

EXISTING LAND USE: Single Family Residential and Vacant.

SURROUNDING LAND USE:		ZONING	ANNEXATION STATUS
North:	Residential	MH-2	City
South:	Residential	R-2	City
East:	Residential	None	County
West:	Residential	R-2	City

CURRENT ZONING: R-2 Medium Density Residential.



PLAT DATA: Sunrise Addition Lot 1 and Detmer Addition Lot 7 are currently zoned R-2 Medium Density Residential and designed to conform to the R-2 zoning designation. The revised plat is intended to allow for creation of one lot from two lots in two different subdivisions.

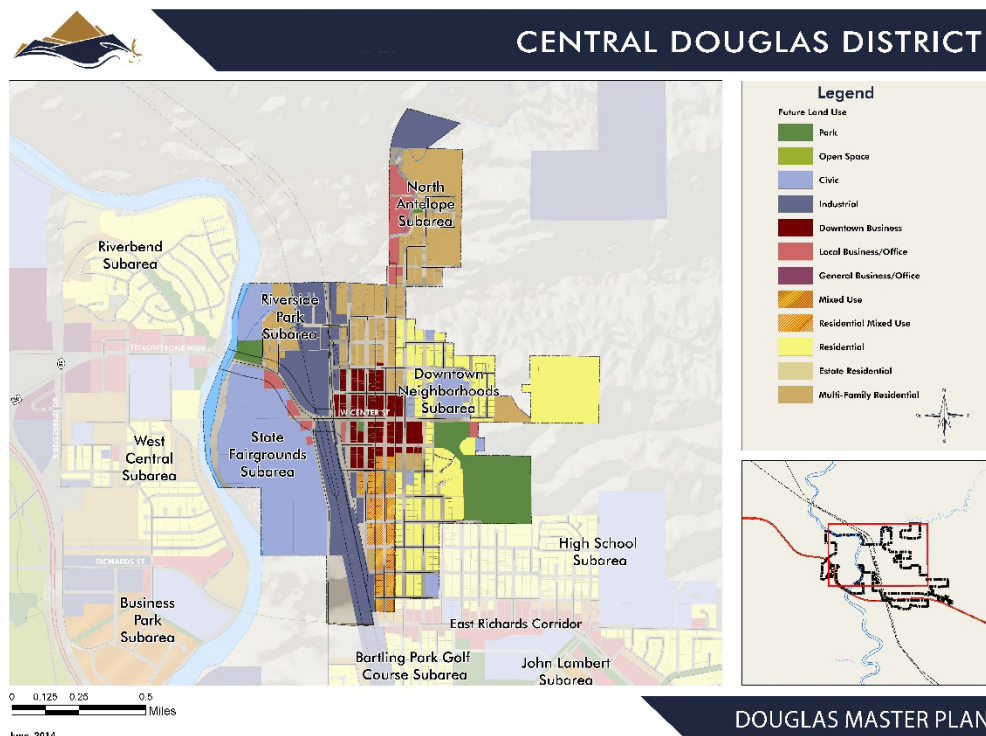
Any future use of this parcel will adhere to these standards and all applicable zoning regulations and standards and will remain compatible with the surrounding uses.

HISTORY: The first subject property (Sunrise Addition, Lot 1) was annexed to the City of Douglas as part of the Ivester Addition in 1987, then replatted in 2007 as part of the Sunrise Addition. It has remained unchanged since that time.

The second property (Detmer Addition, Lot 7) was originally annexed to the City of Douglas as part of the Antelope Addition in 1919 and has been replatted numerous times. First in 2007 as part of the Sunrise Addition, then in 2009 as part of the Detmer addition and lastly in 2024.

2014 DOUGLAS MASTER PLAN:

The Douglas Master Plan designates this property's location as being in the North Antelope Subarea of the Central Douglas District. *"The desired future of this area is one that reinforces the heart of the community by building on what is already present. The area is expected to grow into a mix of commercial, industrial, and residential uses."*



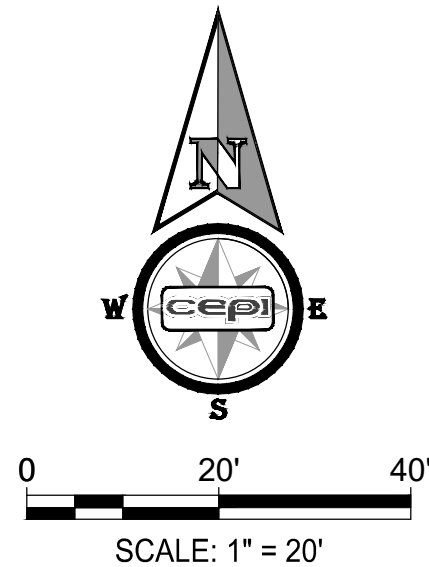
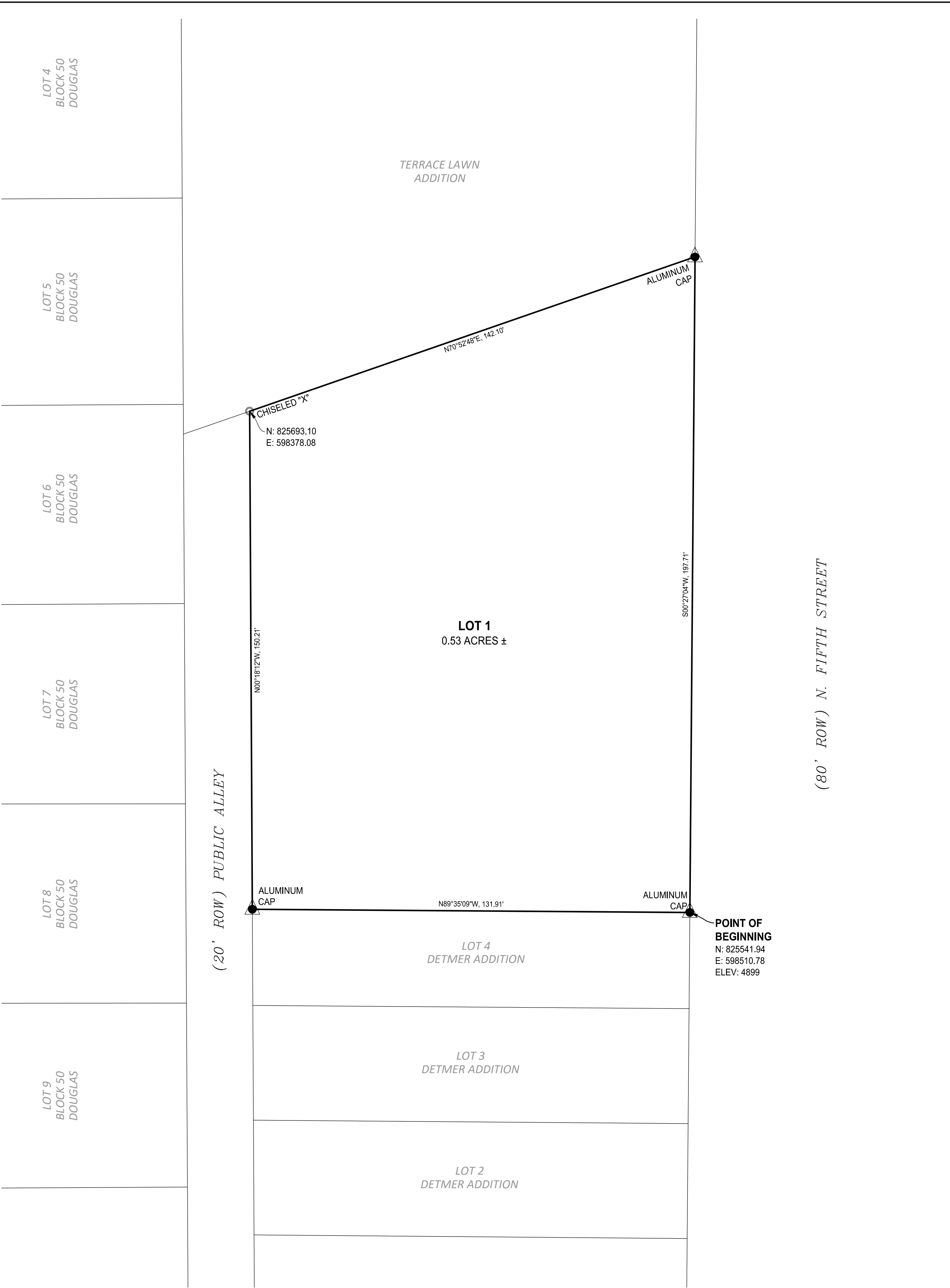
The proposed subdivision is in alignment with the Douglas Master Plan.

FY2023 STRATEGIC DOING: Major Plat Amendments are not referenced in the FY2024 Strategic Doing as Key Performance Indicator (KPI).

STAFF RECOMMENDATION: Staff recommends approval of the request to vacate and replat Sunrise Addition Lot 1 and Detmer Addition Lot 7 into the Gettert Subdivision, Lot 1.

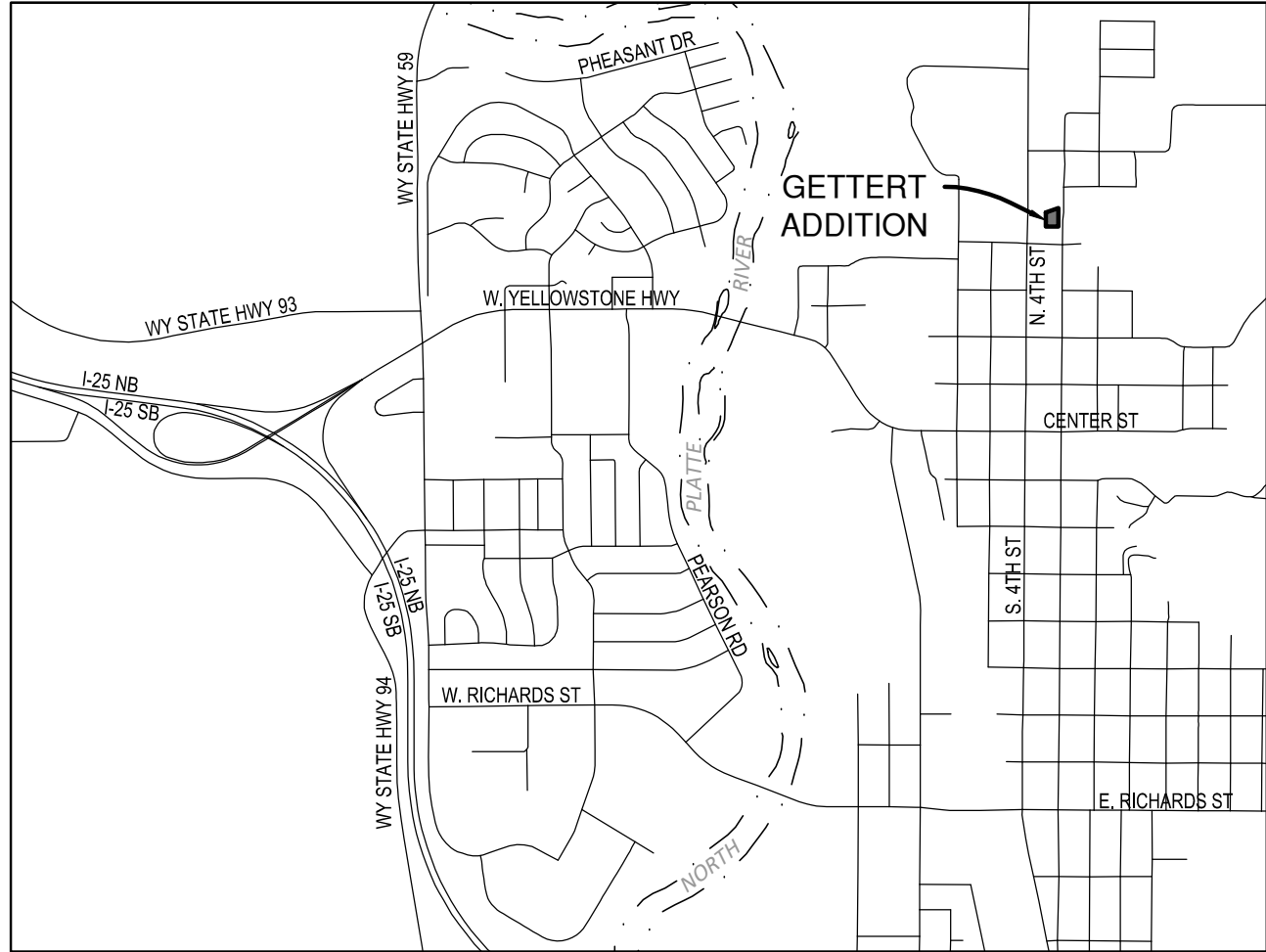
PLANNING & ZONING RECOMMENDATION: At the regular meeting of the Planning and Zoning Commission on September 15, 2025, the Commission voted unanimously to recommend approval of the request to vacate and replat Sunrise Addition Lot 1 and Detmer Addition Lot 7 into the Gettert Subdivision, Lot 1.

M:\Land 2025\Surveying\25-209 Gettert Lot line adjustment\Drawings\Survey\Plat\25-209_Gettert Simple SUB.dwg, 9/11/2025, Shannon Garrison



LEGEND	
©	FOUND MONUMENT AS NOTED
▲	SET BRASS CAP

UNPLATTED



VICINITY MAP
SCALE: 1"=2000'

APPROVALS

APPROVED BY THE PLANNING COMMISSION OF THE CITY OF DOUGLAS, WYOMING
THIS ____ DAY OF _____, 2025.

ATTEST: _____ SECRETARY _____ CHAIRMAN

APPROVED BY THE CITY COUNCIL OF DOUGLAS, WYOMING
THIS ____ DAY OF _____, 2025.

ATTEST: _____ CITY CLERK _____ MAYOR

APPROVED BY THE CITY ENGINEER'S OFFICE OF DOUGLAS, WYOMING
THIS ____ DAY OF _____, 2025.

CITY ENGINEER

NOTES

1. BASIS OF BEARINGS: WYOMING STATE PLANE COORDINATE SYSTEM, EAST ZONE, 83/86.
2. ERROR OF CLOSURE = EXCEEDS 1:1,000,000.
3. COORDINATES LISTED REFER TO THE CITY OF DOUGLAS DATUM.
4. THE CONVERGENCE ANGLE AT THE POINT OF BEGINNING IS -00°08'44.85" AND THE COMBINED SCALE FACTOR IS 0.99971192.
5. ELEVATIONS ARE NGVD 88 AND ARE SHOWN FOR REFERENCE ONLY.
6. PUBLIC WATER AND SEWER WILL BE PROVIDED BY THE CITY OF DOUGLAS, WYOMING, BUT ALL IMPROVEMENTS TO PUBLIC OR PRIVATE UTILITIES ARE THE RESPONSIBILITY OF THE DEVELOPER.

CERTIFICATE OF SURVEYOR

STATE OF WYOMING }
COUNTY OF NATRONA }SS

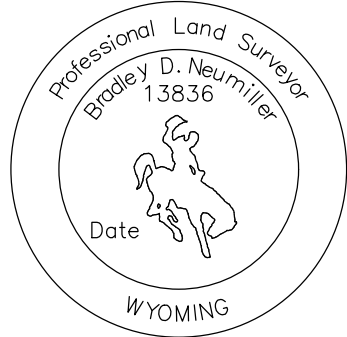
I, BRADLEY D. NEUMILLER, A REGISTERED PROFESSIONAL LAND SURVEYOR, LICENSE NO. 13836, DO HEREBY CERTIFY THAT THIS PLAT WAS MADE FROM NOTES TAKEN DURING AN ACTUAL SURVEY MADE UNDER MY DIRECT SUPERVISION IN JULY, 2025, AND THAT THIS PLAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, CORRECTLY AND ACCURATELY REPRESENTS SAID SURVEY. ALL BEING TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY BRADLEY D. NEUMILLER,
THIS ____ DAY OF _____, 2025.

WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES _____

NOTARY PUBLIC



CERTIFICATE OF DEDICATION

STATE OF WYOMING }
COUNTY OF CONVERSE }SS

THE UNDERSIGNED, LEWIS & DEBORAH GETTERT, DO HEREBY CERTIFY THAT THEY ARE THE OWNERS AND PROPRIETORS OF THE FOLLOWING DESCRIBED PARCEL OF LAND BEING THE NE1/4NW1/4 OF SECTION 9, T.32N., R.71W., 6TH P.M., CONVERSE COUNTY, WYOMING, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 4, DETMER ADDITION AND A POINT ON THE WEST RIGHT-OF-WAY LINE OF NORTH FIFTH STREET, ALSO BEING THE SOUTHEAST CORNER OF THE PARCEL BEING DESCRIBED, MONUMENTED BY A BRASS CAP;

THENCE N89°35'09"W, ALONG THE NORTH LINE OF SAID LOT 4, DETMER ADDITION AND THE SOUTH LINE OF THE PARCEL, A DISTANCE OF 131.91 FEET TO THE NORTHWEST CORNER OF SAID LOT 4, DETMER ADDITION AND A POINT ON THE EAST LINE OF A 20 FEET WIDE PUBLIC ALLEY, ALSO BEING THE SOUTHWEST CORNER OF THE PARCEL, MONUMENTED BY A BRASS CAP;

THENCE N00°18'12"W, ALONG THE EAST LINE OF SAID 20 FEET WIDE PUBLIC ALLEY AND THE WEST LINE OF THE PARCEL, A DISTANCE OF 150.21 FEET TO A POINT, MONUMENTED BY A CHISELED "X" IN CONCRETE;

THENCE N70°52'48"E, ALONG THE SOUTH LINE OF SAID TERRACE LAWN ADDITION AND THE NORTH LINE OF THE PARCEL, A DISTANCE OF 142.10 FEET TO THE SOUTHEAST CORNER OF SAID TERRACE LAWN ADDITION AND A POINT ON THE WEST RIGHT-OF-WAY LINE OF SAID NORTH FIFTH STREET, ALSO BEING THE NORTHEAST CORNER OF THE PARCEL, MONUMENTED BY A BRASS CAP;

THENCE S00°27'04"W, ALONG THE WEST RIGHT-OF-WAY LINE OF SAID NORTH FIFTH STREET AND THE EAST LINE OF THE PARCEL, A DISTANCE OF 197.71 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 0.53 ACRES, (23,144.23 S.F.) MORE OR LESS, AND IS SUBJECT TO ANY RIGHTS-OF-WAY AND/OR EASEMENTS, RESERVATIONS, AND ENCUMBRANCES WHICH HAVE BEEN LEGALLY ACQUIRED.

THE TRACT OF LAND, AS IT APPEARS ON THIS PLAT, IS DEDICATED WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS AND PROPRIETORS. THE NAME OF THE SUBDIVISION SHALL BE "GETTERT ADDITION" AND THE OWNERS HEREBY GRANT TO THE PUBLIC AND PRIVATE UTILITY COMPANIES AN EASEMENT AND LICENSE TO LOCATE, CONSTRUCT, USE AND MAINTAIN CONDUITS, LINES, WIRES AND PIPES, ANY OR ALL OF THEM, UNDER AND ALONG THE STRIPS OF LAND MARKED "UTILITY EASEMENT" AS SHOWN ON THIS PLAT. ALL ROADS AND STREETS AS SHOWN HEREON HAVE BEEN PREVIOUSLY DEDICATED TO THE USE OF THE PUBLIC.

LEWIS & DEBORAH GETTERT
530 N. 5TH STREET
DOUGLAS, WYOMING 82633

LEWIS GETTERT - OWNER

DEBORAH GETTERT - OWNER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY LEWIS & DEBORAH GETTERT - OWNERS,
THIS ____ DAY OF _____, 2025.

WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES _____

NOTARY PUBLIC

**A VACATION AND REPLAT OF
LOT 1 OF SUNRISE ADDITION AND
LOT 7 OF DETMER ADDITION
CITY OF DOUGLAS, WYOMING**

AS

GETTERT ADDITION

AN ADDITION TO THE CITY OF DOUGLAS, WYOMING
BEING A PORTION OF THE NE1/4NW1/4 OF SECTION 9,
T.32N., R.71W., 6TH P.M.,
CONVERSE COUNTY, WYOMING

W.O. 25-209

RESOLUTION NO. 2025-30

A RESOLUTION VACATING AND REPLATING SUNRISE ADDITION, LOT 1 AND DETMER ADDITION, LOT 7 INTO THE GETTERT ADDITION.

WHEREAS, Lewis and Deborah Getteret, as owners of the property described above, has made application to Vacate and Replat Sunrise Addition, Lot 1 and Detmer Addition, Lot 7 into the Gettert Addition; and

WHEREAS, replatting the described area as outlined in Attachment A, incorporated herein, will have beneficial effects on the future use of the development; 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 upon the welfare of the public; and

WHEREAS, notice has been duly given and a public hearing held before the Douglas Planning and Zoning Commission on September 15, 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.

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

Section 1. That the vacation and replat is in the best interest of the City.

Section 2. That the Clerk of Converse County, Wyoming, in whose office the aforesaid plat is recorded, shall write in plain legible letters across the part of the plat so vacated the word “VACATED”, and also make a reference on the same to the volume and page which the said instrument of vacation is recorded.

Section 3. That the City Council approves the replatting of the foregoing described area in Attachment A and authorizes the Mayor and the Clerk to affix their signature to the replat.

PASSED, APPROVED, AND ADOPTED this 22th day of September 2025.

Kim Pexton, Mayor

Attest:

Devon Litzsinger, City Clerk



Agenda Item Report

City Council – September 22, 2025

Item

Ordinance 1063: An Ordinance Amending Section 16.5.4.2(A) of the Douglas Municipal Code Pertaining to Residential Fences

Responsible Staff Contact

Clara Chaffin

Recommendation

Approve Ordinance 1063 as presented on first reading.

Executive Summary

Community Development staff have received feedback from property owners and contractors regarding the current residential fence code pertaining to heights. Primary concerns revolve around the maximum 4-foot height from the front of the house forward, as not all homes are built at the exact same setback.

Example



The 4-foot height is understood and recognized as a safety measure.

To provide consistency and clarity, it has been recommended that the maximum 4-foot height be tied to the zone setback rather than the location of the residential structure. This is also consistent with the corner lot 15-foot sight-line triangle.

Background

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

Budget/Fiscal Impact

Fund/Department: 10-5100-2115 Non Departmental Publishing; 10-5100-2158 Non Departmental Misc Contractual Services

Project/Line Item(s): Legally Required Publishing; Codification - Municode

Budgeted Amount: \$65,400; \$60,474

Anticipated Amount:

Action Requested/Recommended Motion

Approve Ordinance 1063 as presented on first reading.

Attachments

1. Ordinance 1063 Residential Fence Setback DRAFT - 1st Reading 20250922

ORDINANCE NO. 1063

AN ORDINANCE AMENDING SECTION 16.5.4.2(A) OF THE DOUGLAS MUNICIPAL CODE
PERTAINING TO RESIDENTIAL FENCES

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 16.5.4.2(A) of the Douglas Municipal Code is hereby amended to read as follows:

5.4.2 Placement and Location

A. Front Yard

Fences located within the front yard of a residential lot or parcel shall be limited to four (4) feet in maximum height from the ~~front property line back to the minimum set-back of the zone in which the property sits~~front façade of the residential dwelling on either side of the house to the front property line. The Community Development Director may approve minor deviations to this requirement where the front of the residential dwelling is located behind the midpoint of the lot or parcel as measured from the midpoint of the front property line to the midpoint of the rear property line. ~~Under no circumstances shall a fence exceeding four (4) feet extend in front of the front façade of the residential dwelling or the midpoint of the lot or parcel, whichever is closer to the front lot or parcel line.~~

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

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

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

Kim Pexton, Mayor

Attest:

Devon Litzsinger, City Clerk

Published: _____

ATTESTATION

I, Devon Litzsinger, 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.

Devon Litzsinger, City Clerk

DRAFT



Agenda Item Report City Council – September 22, 2025

Item

Ordinance 1053: An Ordinance Amending Sections 16.5.9.1, 16.5.9.2(B), 16.5.9.3(A-D), Table 5.9-1, 16.5.9.4(B)(i), 16.5.9.4(C, H, J, & K), 16.5.9.5(A)(ii) of the Douglas Municipal Code Pertaining to Signs

Responsible Staff Contact

Clara Chaffin

Recommendation

Approve Ordinance 1053 as presented on first reading.

Executive Summary

September 22 Council Meeting

Changes were made to the ordinance based on Council discussion, including:

1. Section 4 was changed to allow for temporary signs in the parkway with permission of the adjacent property owner.
2. Section 5 removed the 8-day requirement from "i." On Residential properties, the sign allowance was changed from 8 square feet to 3 square feet.
3. Section 7 pertaining to Mechanical Message Display and Electronic Message Display was removed.

September 8 Council Meeting

Over the last several months, the topic of temporary signage has been a discussion item among Staff and City Council. Added to that, the Planning & Zoning Commission has discussed signage in general several times, pertaining to type, location, vehicular distraction, and clutter.

Ordinance 1053 addresses the desires and needs of the community, Staff, Planning and Zoning Commission, and City Council.

Background

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

Budget/Fiscal Impact

Fund/Department: 10-5100-2115 Non Departmental Publishing; 10-5100-2158 Non Departmental Misc Contractual Services

Project/Line Item(s): Legally Required Publishing; Codification - Municode

Budgeted Amount: \$65,400; \$60,474

Anticipated Amount:

Action Requested/Recommended Motion

Approve Ordinance 1053 as presented on first reading.

Attachments

1. Ordinance 1053 Sign Code DRAFT - 1st Reading 20250922

ORDINANCE NO. 1053

AN ORDINANCE AMENDING SECTIONS 16.5.9.1, 16.5.9.2(B), 16.5.9.3(A-D), Table 5.9-1, 16.5.9.4(B)(i), 16.5.9.4(C & H), AND 16.5.9.5(A)(ii) OF THE DOUGLAS MUNICIPAL CODE PERTAINING TO SIGNS

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 16.5.9.1 of the Douglas Municipal Code is hereby amended to read as follows:

5.9.1 General**A. Intent**

This section is intended to provide uniform regulations pertaining to the use of signs as advertising devices to help ensure the health, safety, and welfare of the current and future residents of the City and to achieve the following goals:

- Allow the reasonable display of signage to identify and advertise products, services and business establishments for the information and convenience of the general public;
- Aid in the development and promotion of business and industry by providing sign regulations which encourage aesthetic creativity, effectiveness and flexibility in the display and use of signs;
- Preserve and enhance the City's small town character; ~~and~~
- Promote safe and attractive pedestrian environments; ~~and~~
- Limit the aesthetic impact of signs on properties to prevent clutter and protect streetscapes thereby preserving property values and protecting traffic safety. The accumulation of signs creates clutter and adversely affects these goals, property values and public safety.

B. Applicability

The signage requirements of this section shall apply to the construction or substantial expansion of any single or multi-family residential use, manufactured and/or mobile home park, travel trailer and RV park,

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commercial, or industrial use in any zoning district within the City. For the purpose of applying the requirements of this Section, "substantial expansion" shall include any development or construction activity that requires approval of a Residential Site Plan or Type A, B, or B-LSR Development Plan as outlined in Chapter 3 of this Code. Additional use-specific standards may be applicable pursuant to the requirements of Chapter 6 of this Code.

C. Alternate Sign Plan

In approving an alternate sign plan, the Community Development Director, in reviewing a Type A Development Plan, and the City Council, in reviewing a Type B or B-LSR Development Plan, shall find that the plan is consistent with the intent of this Section and with policies and recommendations of the City of Douglas Master Plan. The Community Development Director and City Council shall consider the following in reviewing an alternate sign plan:

- Whether the plan accomplishes the intent of the Character District guidelines in the City of Douglas Master Plan; and
- Whether the plan demonstrates innovative design and use of signage and advertising elements.

Under no circumstances shall an alternate sign plan be approved that exceeds the square footage or development standards for signs allowed by this Section.

D. Measurement of Sign Area

The measurement of sign area shall be as follows:

- The surface area of all signs shall be counted and considered a part of the maximum total sign area allowed.
- Sign area shall be measured by determining the sum of the area within a continuous perimeter enclosing the extreme limits of sign display including any frame or border.
- Sign area for a building site is the total area of all signs located on the site and shall include any directional signs for off-premise businesses, but shall not include temporary signs.
- The area of double-faced signs (message displayed on two sides of a single sign) shall be calculated on the basis of one (1) face only.
- The area of triple-faced signs (message displayed on three sides of a single sign) shall be calculated on the basis of one and one-half (1 1/2) face only.
- The area of quadruple-faced signs (message displayed on four sides of a single sign) shall be calculated on the basis of two (2) faces only.

E. Density

Signs shall be limited to a maximum of one (1) sign per street frontage in all zones and districts. This shall not include signage posted by a governmental entity.

F. Rights-of-Way

Placement of permanent signs in rights-of-way shall be as follows:

- Signs shall not be placed in the City right-of-way. This shall not include signage posted by a governmental entity.
- Written permission shall be obtained and provided to the Community Development Department to place signs in the County right-of-way or State right-of-way. These signs will count against the total square footage allotted to signage allowed in the zone.

G. Abandoned & Ghost Signs

i. Definitions

Abandoned sign means a sign or sign where :

- The sign is no longer used by the person who constructed the sign structure that has ceased to be used. Discontinuation of sign use may be shown by cessation of use of the property where the sign is located.
- The sign has been damaged, and repairs and restoration are not started within 90 days of the date the sign was damaged, or are not diligently pursued, once started.

Ghost sign means historic or old, faded, often hand-painted signs, on the exterior wall of a building which remains visible long after the subject matter it promoted has closed or changed. Often found in historic districts and downtowns revealing hints of forgotten brands and products from a past era.

ii. Abandoned Signs

Abandoned signs shall be prohibited and removed within sixty (60) days after the premises have been vacated unless the sign is determined to have historical significance by the Douglas Historic Preservation Commission or unless the sign is located in the Local Downtown Historic District (O-LDH). If notice by the City is required due to lack of compliance with this section, the Community Development Department shall send a certified letter to the owner and give ten (10) days for the sign to be removed and/or repaired. In the event of continued non-compliance, the City may issue citation or cause abandoned signs to be removed at the expense of the owner.

iii. Ghost Signs

Ghost signs shall be reviewed by the Downtown Historic District Review Board if located in the Local Downtown Historic District (O-LDH) or by the Historic Preservation Commission if located outside the Local Downtown Historic District (O-LDH).

Criteria for preservation of ghost signs shall include, but not be limited to:

- Hand-painted: Ghost signs were not modern printed materials but were laboriously hand-painted by skilled sign painters known as "wall dogs".
- Fading & Ephemeral: Over decades or even centuries, the paint on these signs wears away, making them appear as fading "ghosts" of their former selves.
- Historic Buildings: They are typically found on older commercial buildings, often on brick walls, serving as remnants of the building's past life.
- Time Capsules: Ghost signs act as historical markers, offering insights into long-forgotten products, local businesses, and even societal messages from the past.
- Historical Preservation: Many ghost signs are preserved for their sentimental appeal or historical value, offering a tangible link to a city's past and the evolution of its streetscapes.
- Community History: They reveal the history of local commerce and documenting forgotten products or businesses, such as Coca-Cola signs or advertisements for patent medicines.
- Aesthetic Interest: The art and weathering of ghost signs are appreciated for their unique aesthetic, which can sometimes be highlighted or even digitally reconstructed by artists.

H. Maintenance

All signs (excepting ghost signs) shall be maintained in good repair and any damaged sign shall be repaired, except as otherwise limited by this Section, within thirty (30) days. If notice by the City is required due to lack of compliance with this section, the Community Development Department shall send a certified letter to the owner and give ten (10) days for the sign to be removed and/or repaired. In the event of continued non-compliance, the City may issue citation or cause corrective action at the expense of the owner

E.I. Enforcement

Any violation of the signage standards of this section shall be subject to the enforcement provisions of Chapter 9 of this Code.

Section 2. Section 16.5.9.2(B) of the Douglas Municipal Code is hereby amended to read as follows:

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Commented [CC1]: JD and I discussed this and feel this is character not content. Could be moved to Guidelines instead of being in the ordinance.

5.9.2 Permit and Construction Requirements

B. Exemptions

The following signs are exempt from the sign permit requirements of this Section: All temporary signs that comply with the respective time, place, and manner requirements of Section 5.9.3 are exempt for the sign permit requirements of this Section.

Temporary sign(s) means a sign made of temporary materials affixed, erected, or maintained sign on the premise or lot for a short duration.

- Signs which are part of a previously approved development or which have been previously approved for a building permit;
- Directional signs;
- Temporary signs or banners for social or nonprofit activities or for yard or garage sales;
- Signs erected by a public agency controlling or directing traffic, railroad crossing warning devices, and private signs used exclusively to direct traffic on private property;
- Real estate signs;
- Real estate development signs;
- Signs of a public and non-commercial nature, including, but not limited to, the following:
 - Public transit signs;
 - Public utility information signs;
 - Safety signs and danger signs;
 - Trespassing signs;
 - Signs erected by a public officer in the performance of a public duty; and
 - Historical signs for sites and/or structures designated by the City or State as having historical significance.
- Contractor signs;
- Political signs;
- Special event signs, such as grand openings, sales, races, etc.; and
- Community event signs.

Section 3. Section 16.5.9.3(A-D) of the Douglas Municipal Code is hereby amended to read as follows:

5.9.3 Sign Allowance by Zone District

A. Signage in the Agricultural Zoning District

The Agricultural zoning district shall be limited to home occupation signs, portable signs, and signs for advertising agricultural stands. Agricultural stand signs shall be a maximum of thirty-two (32) square feet.

B. Signage in Residential Zoning Districts

The RR, RE, R-1, R-2, R-3, and R-4 zoning districts shall be limited to home occupation signs and signs advertising approved commercial or conditional uses. The maximum area of a permitted conditional use sign shall be twenty (20) square feet, unless otherwise allowed or further restricted by the City Council in approving the conditional use. In addition to the allowance of temporary signs under Section 5.9.4(C), properties with approved commercial or conditional uses are permitted a freestanding sign not to exceed twenty (20) square feet. Subdivisions, apartments, multi-family dwellings and condominium complexes are permitted a freestanding sign not to exceed twenty (20) square feet, and further provided that one (1) such sign shall be permitted for each separate street and/or separate building frontage occupied by the subdivision, apartment, or condominium complex and/or for each means of entrance to or exit from the subdivision, apartment, or condominium complex. Wall signs are also permitted not to exceed five (5) percent of the area of the façade in elevation view upon which they are placed.

C. Signage in the Manufactured/Mobile Home Park and Travel Trailer/RV Park Zoning Districts

Manufactured and mobile home parks and travel trailer and RV parks are permitted a freestanding monument sign not to exceed sixty-four (64) square feet, and further provided that one (1) such sign shall be permitted for each separate street and/or separate building frontage occupied by the manufactures/mobile home park and/or travel trailer/RV park for each means of entrance to or exit from the subdivision, apartment, or condominium complex. Wall signs are also permitted not to exceed five (5) percent of the area of the façade in elevation view upon which they are placed, shall be limited to monument signs identifying the park. Internal directional signs for internal way finding and navigational purposes shall be limited to a maximum area of ten (10) square feet each. All signage shall conform to a uniform design and shall be limited to the maximum amount necessary to provide advertising and directional information.

D. Signage in the CB-1 Zoning District

The total combined sign area in the Downtown Business zone shall be limited to two hundred (200) square feet per building site area. All signs, including directional signs for off-site businesses and portable signs, shall be included in calculating the total combined sign area. Signs in this zone shall be subject to the City of Douglas Downtown Historic District Review Panel and approval for time, manner, and place restrictions.

Table 5.9-1 Allowed Sign Types by Zone Districts

Sign Type	Rural		Residential							Commercial/Industrial				Other			Additional Requirements
	A	RR	RE	R-1	R-2	R-3	R-4	MH-1	MH-2	CB-1	B-1	B-2	I	PLI+	MU-PUD+	GRN	
Banner						A	A	A	A	A	A	A	A	A	A	A	
Canopy sign						A	A	A	A	A	A	A	A	A	A	A	
Community events sign	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	
Contractor sign	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	
Directional sign						A	A	A	A	A	A	A	A	A	A	A	
Electronic Message Display (EMD)	C			C		C	C	C		C	C	C	C	C	C		See Section 5.9.4 of this Code
Freestanding sign						A	A	A	A	A	A	A	A	A	A	A	
Home occupation sign	A	A	A	A	A	A	A	A							A		
Marquee sign						C	C			A	A	A			C		
Mechanical Message Display (MMD)	C			C		C	C	C		C	C	C	C	C	C		See Section 5.9.4 of this Code
Monument sign			C	C	C	A	A	A	A		A	A	A	A	C		
Off-premise sign						C	C			A	A	A	A	A	C		
Pole sign						C	C	A	A	C	A	A	A	A	C	A	
Political sign	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	
Portable sign	A					A	A	A	A	A	A	A	A	A	C	A	
Projecting sign						A	A			A	A	A	A	A	C	A	
Real-estate sign	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	
Real-estate development sign	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	
Roof sign						C	C			A	A	A	A	A	C	A	
Shopping/office complex sign						C	C			A	A	A	A	A	A		
Sidewalk sign						T	T			T	T	T			T		
Suspended sign						A	A	A	A	A	A	A	A	A	A	A	

<u>Temporary sign</u>	<u>T</u>	<u>T</u>	<u>T</u>	<u>T</u>	<u>T</u>	<u>T</u>	<u>T</u>	<u>T</u>	<u>T</u>	<u>T</u>	<u>T</u>	<u>T</u>	<u>T</u>	<u>T</u>	<u>T</u>	<u>T</u>	<u>T</u>	See Section 5.9.4 of this Code
Wall sign						A	A	A	A	A	A	A	A	A	A	A	A	

Note: A = Allowed sign in the identified zoning district. T = Temporary sign in the identified zoning district. C = Allowed sign in the identified zoning district if the respective site includes an approved or legally existing conditional or commercial use. All blank cells/boxes represent a sign that is not allowed in the identified zoning district. *This table only applies to PLI and MU-PUD zones without Master Plans.

Section 4. Section 16.5.9.4(B)(i) of the Douglas Municipal Code is hereby amended to read as follows:

5.9.4 General Sign Standards

B. Location and Setbacks

i. All Signs Located On-Site

Signs shall be located on the premises in which the events, products, or services are being offered, unless otherwise approved as an off-premise sign pursuant to the requirements in Section 5.9.5 below. Temporary Signs may be displayed on municipal property in conjunction with an approved special event so long as the display is confined to the booth/table/display at the event and limited to the event duration. Temporary Signs may also be displayed in the Parkway or city right-of-way if done so with the permission of the property owner fronting the Parkway where a Temporary Sign would be erected.

Section 5. Section 16.5.9.4(C) of the Douglas Municipal Code is hereby amended to read as follows:

5.9.4 General Sign Standards

C. Temporary Signs

i. Temporary sign(s) means a sign made of temporary materials affixed, erected, or maintained sign on the premise or lot for an erected for a minimum number of days except as provided below.

Residential properties – all single-family residential properties that are located in Residential Zoning Districts are permitted temporary signs not to exceed ~~eight~~three (83) square feet in total sign area per road frontage. Corner lots and lots with frontage on more than one street are entitled to ~~eight~~three (83) square feet per frontage. This sign area allowance covers but is not limited to: address signs, home occupation signs, lawn signs, real estate signs, contractor signs, and political signs. Signs may be freestanding, mounted to a permanent building structure or displayed in a window. Trees, rocks or other naturally occurring landscape features may not be used to support a residential sign.

ii. Temporary signs may be displayed for no more than ninety (90) days in a given calendar year.

iii. All temporary signs shall be removed within 5 days following the event/activity/promotion being advertised on the temporary sign. Signs not exceeding eight (8) square feet per frontage shall be allowed during a period from (90) days before a public election or the time the election is called, whichever is earlier, to five (5) days after the public election.

One temporary sign not exceeding six square feet in area and four feet in height which is erected for a maximum of eight days in any calendar month and is removed by sunset on any day it is erected.

iv. A sign not exceeding six square feet in area and five feet in height during the time of sale, lease or rental of the premises provided that the sign is removed within five (15) days of the sale, lease or rental of the premises.

v. Temporary signs shall not be placed on trees, rocks or other naturally occurring landscape features in any zone or district.

vi. The City may cause any temporary signage violating this section to be removed.

Section 6. Section 16.5.9.4(H) of the Douglas Municipal Code is hereby amended to read as follows:

5.9.4 General Sign Standards

H. Freestanding and Pole Signs (see Figure 5.9-3 below for an example of a freestanding sign)

i. Height

Freestanding sign and pole signs shall be a minimum height of eight (8) feet as measured from finished grade to the bottom of the sign and shall not exceed a maximum height of fifteen (15) feet as measured from finished grade to the top of the sign in vehicular travel and maneuvering areas. All other freestanding signs shall not exceed the maximum building height of applicable zoning district.

ii. Area

The total area of freestanding signs and pole signs shall not exceed two (2) square feet for each linear foot of the building wall closest to the freestanding sign or fifty (50) square feet in a R-3, R-4, MH-1, MH-2, CB-1 or GRN zone, or one hundred (100) square feet in a B-1, B-2, MU-PUD, PLI or I zone, whichever is less. The maximum area of a freestanding sign where no building exists shall be fifty (50) square feet.

iii. Number of Freestanding Signs and Pole Signs Permitted on a Site

One (1) freestanding sign or pole sign shall be allowed on a single lot or parcel per frontage. Multiple tenants may be advertised on a single freestanding sign.

iv. Landscaping

Freestanding and Pole Signs shall be landscaped with water-wise vegetation (i.e. plants that naturally require little supplemental water, having evolved in low-precipitation environments and thus adapted to aridity, creating vibrant, low-water consumption landscapes) at their base in a way harmonious with the landscape concept for the whole site. Landscaping shall form an attractive, dense cluster at the base of the sign that is equally attractive in winter and summer (see Figure 5.9-4). Appropriate multidimensional rock-scape or art may be exchanged for landscaping.

v. Limited

The primary entryways to the City provide a valuable first impression of the community. Development should exemplify the nature of the community and provide insight into the character of the City. Traditional Pole Signs, defined as a sign sitting atop a single narrow pole, shall be limited on a case-by-case basis and shall be located on the primary commercial and industrial streets including the following:

- East Richards Street
- West Richards Street

- West Yellowstone Highway
- Riverbend Drive
- Highway 59
- Highway 93
- Highway 94

vi. Redesigned

Acceptable freestanding signs shall include signs with a wide decorative base, unique shapes, or other decorative elements including natural elements such as wood and stone.

Figure 5.9-3: Example of a freestanding pole sign.

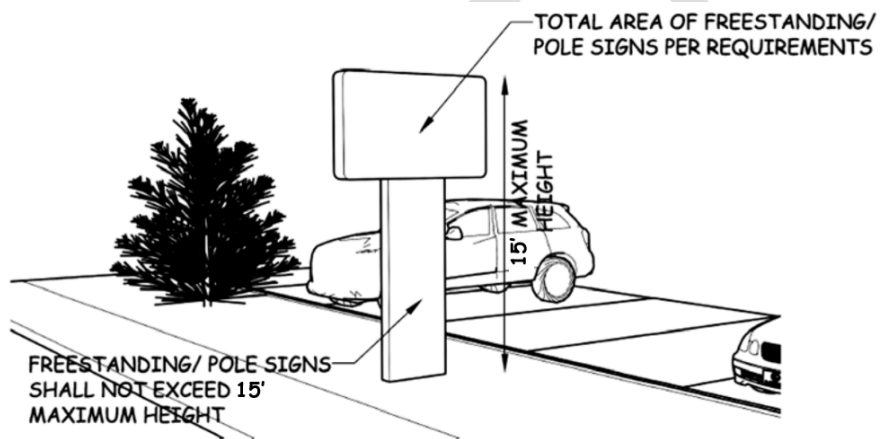
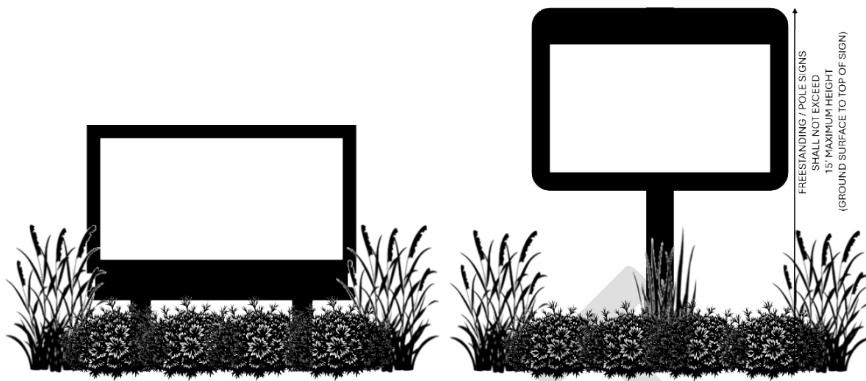


Figure 5.9-4 Freestanding and Pole Sign Landscaping



Section 7. Section 16.5.9.5(A)(ii) of the Douglas Municipal Code is hereby amended to read as follows:

5.9.5 Off-Premise Sign Standards (Billboards)

A. General

ii. Placement Limited

Off-premise signs proposed in community entry ways or Character Districts shall require conditional use approval from the City Council prior to construction. The City Council may impose additional [time, place, and manner](#) restrictions on the placement and sign area of off-premise signs located in Character Districts or Entry Corridors.

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

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

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

Kim Pexton, Mayor

Attest:

Devon Litzsinger, City Clerk

Published: _____

Ord. No. 1053
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ATTESTATION

I, Devon Litzsinger, 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.

Devon Litzsinger, City Clerk

DRAFT

A Charter Ordinance of the City of Douglas, Wyoming, Repealing the Application of Wyoming Statutes §§ 12-4-201(d) and § 12-4-413(v) and (vi), and Related Statutory Limitations Within the Corporate Limits of the City, and Authorizing the Governing Body to Determine the Number of Retail and Bar & Grill Liquor Licenses to Be Issued Based on Local Conditions and Policy

WHEREAS, the City of Douglas, Wyoming, is a home rule municipality governed by Article 13, Section 1(b) of the Wyoming Constitution, which grants cities the power to determine local affairs by charter ordinance; and

WHEREAS, W.S. § 12-4-201(d) and W.S. § 12-4-413(v) and (vi) impose population-based quota formulas on retail and bar & grill liquor licenses, respectively, resulting in widely inconsistent allocations across similarly situated communities—e.g., Glenrock, Wheatland, Casper and Douglas all receive different license counts based solely on minor variations in population, despite similar or greater demands driven by regional workforce, tourism, and economic activity; and

WHEREAS, these quota systems fail to reflect local realities such as transient population surges, energy-sector activity, tourism growth, or regional service roles that swell a community's effective population beyond census counts; and

WHEREAS, the arbitrary and outdated nature of the quota system has created a patchwork of inequities across the state, where some communities are unable to meet market demand while others underutilize license allocations—impeding local economic development and stifling entrepreneurship; and

WHEREAS, the Governing Body of the City of Douglas finds that the number, location, and character of liquor license establishments within the City—including retail and bar & grill licenses—are matters of distinctly local concern, requiring flexibility to respond to community needs and priorities; and

WHEREAS, the above statutes are not uniformly applicable to all cities and towns in the State of Wyoming because the statutes treat cities and towns differently based upon population; and

WHEREAS, the Governing Body seeks to responsibly restore local authority in a manner that balances economic opportunity, community values, and the City's ongoing commitment to public health, safety, and responsible alcohol regulation;

CHARTER ORDINANCE NO. 1060

Now, Therefore, Be It Ordained by the Governing Body of the City of Douglas, Wyoming:

Section 1: Repeal of Statutory Quota Provisions

Pursuant to Article 13, Section 1(b) of the Wyoming Constitution, the City of Douglas hereby exempts itself from the provisions of the following statutes limiting the number of particular liquor licenses the City may issue:

- a. Wyoming Statute § 12-4-201(d) – population-based quota formula for retail liquor licenses
- b. Wyoming Statute § 12-4-413(v) and (vi) – population-based quota formula for bar & grill liquor licenses

Section 2: No Right to License Created

This Charter Ordinance does not create a right to any license, nor require the City to issue a license upon application. All license decisions shall remain discretionary and subject to local policies, procedures, and Council judgment.

Section 3: Effect on Other Statutory Provisions

This ordinance shall not modify or repeal other applicable Wyoming statutes governing license qualifications, operational requirements, disciplinary procedures, enforcement, transfer or revocation. It solely affects the number and local authority to issue licenses.

Section 4: Publication and Effective Date

This Charter Ordinance shall be published in full in the official newspaper of the City of Douglas, Wyoming once each week for two consecutive weeks. It shall take effect sixty-one (61) days after the date of final publication, provided that no referendum petition is filed with the City Clerk within thirty (30) days following the final publication, pursuant Article 13, Section 1(c) of the Wyoming Constitution.

PASSED on 1st reading the _____ day of July, 2025.

PASSED on 2nd reading the _____ day of July, 2025.

PASSED, APPROVED AND ADOPTED on 3rd and final reading this _____ day of July, 2025.

City of Douglas, Wyoming

Kim Pexton, Mayor

Attest:

Devon Litzsinger, Deputy City Clerk

Published: _____ Douglas Budget

CHARTER ORDINANCE NO. 1060

ATTESTATION

I, Devon Litzsinger, the Deputy 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.

Devon Litzsinger, Deputy City Clerk

Title: PAT57 – Cell Phone Forensics		Effective: 11/13/2023
C.O.P. Signature:	Revised: 9/22/2025	Next Review: 1 yr

Purpose

To define responsibilities and procedures for downloading personal communications devices for investigative purposes.

Policy

A. Definitions

- a. Forensic Examiner – Specially trained personnel who obtains a forensically sound digital copy of a targeted data storage device (i.e.) cellular phone, SD card, solid state storage device, tablet, computer hard drive or similar equipment. Examiners may also acquire more elusive data using highly specialized equipment, intensive reverse engineering, or other appropriate means unavailable to officers.
- b. Evidence Custodians – Personnel tasked with protecting all evidence gathered that is stored in a central location. They accept evidence collected by officers, ensure it is properly tagged, check it into and out of protective custody, and maintain a strict chain of custody.
- c. Cell Phone Forensics workstation – Computer workstation with forensic software specifically used for the acquisition, examination and reporting of digital evidence from personal communications devices.

B. Chain of Custody Procedure

- a. Upon an officer seizing a mobile device for personal communications, officers shall place the phone into an “Airplane Mode” function or place the device in a shielded container such as a faraday isolation box or bag. Officers shall plug the device into a power bank to keep it charged until the evidence custodian can plug it into power in the evidence storage area. The officer will document the actions taken.
- b. The officer shall enter the phone into evidence as dictated by PAT 18.
- c. Officer will advise the evidence custodian and forensic examiner of a cell phone requiring examination and provide a copy of the search warrant or voluntary

consent to search form. Officer will advise the forensic examiner of any passcodes, timeframes, and what content the officer wishes to access.

- d. Officer will set a priority on the cell phone download.
 - i. Urgent (1) – Shall be used to designate crimes involving a Violent Felony as defined by W.S.S. 6-1-104(x)(ii) meaning murder, manslaughter, kidnapping, sexual assault in the first or second degree, robbery, aggravated assault, strangulation of a household member, aircraft hijacking, arson in the first or second degree, or aggravated burglary. An urgent designation shall also be used for crimes involving the possession, manufacture or distribution of child pornography as defined by W.S.S 6-4-303.
 - ii. Priority (2) – Shall be used to designate crimes involving illicit drug activity or other non-violent felony.
 - iii. Convenience (3) – Shall be used to designate other misdemeanor crimes.
- e. Evidence Custodians shall receive the cell phone in evidence and items shall be taken to the Cell Phone Forensics Office where the device shall be placed at the workstation until ready to be examined.
- f. A forensic report shall be provided to the officers to help aid their investigation.
- g. Once the forensic examination has been completed, the forensic examiner shall return the cell phone to the evidence room for storage.

C. Responsibilities of Forensic Examiner

- a. Only officers who have received training on the cell phone forensics software shall conduct the forensics downloads.
- b. Forensic Examiners shall maintain documentation on how many cell phones have been downloaded, how many had to be forcibly accessed and how many phones had to be forwarded to the Division of Criminal Investigations Internet Crimes against Children task force and provide to the forensic examiner supervisor.
- c. All original download reports shall be stored on a designated standalone server at the Cell Phone Forensics workstation. Once the server's memory has been filled to capacity, the server or approved secure storage device shall be entered and stored in evidence.
- d. Forensic Examiner shall provide a supplemental to investigating officer's report.

D. Responsibilities for Forensic Examiner Supervisor

- a. Direct, supervise and coordinate operations, activities and services of the cell phone forensics program.

E. Access

- a. Due to the possible sensitive nature of the evidence accessed, the following personnel shall have access to the Cell Phone Forensics workstation
 - i. Forensic Examiner
 - ii. Evidence Custodians

RESOLUTION NO. 2025-29

A RESOLUTON ADOPTING POLICY AND PROCEDURES FOR THE POLICE DEPARTMENT OF THE CITY OF DOUGLAS< WY

WHEREAS, The Douglas Police Department is the responsible party for determining, implementing, and maintaining policy for the police department; and,

WHEREAS, the currently adopted policies for the governance of the Police Department of the City of Douglas require modifications; and

WHEREAS, the proposed modifications for PAT 57, Cell Phone Forensics have been submitted to City of Douglas City Council; and

WHEREAS, Section 2.24.010 (b) of the City Municipal Code requires the Police Chief to prescribe such policies to the orderly management and governance of the Police Department as shall be approved by the City Council; and

WHEREAS, a legal review of the proposed City Police Department policies and procedures has been conducted by the City Attorney; and

WHEREAS, it is in the best interest of the City and City Police Department that the proposed policies and procedures be adopted and reviewed on a prescribed basis.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DOUGLAS, WYOMING, that The City Council adopts the proposed policy changes for the City’s Police Department effective immediately.

PASSED, APPROVED, AND ADOPTED this 22nd day of September 2025.

Kim Pexton, Mayor

Attest:

Devon Litzsinger, City Clerk



Agenda Item Report

City Council – September 22, 2025

Item

Resolution 2025-28: Findings of Fact Population

Responsible Staff Contact

Recommendation

Executive Summary

Under Wyo. Stat. § 12-4-101(b)(i), liquor license allocation is tied to municipal population. Douglas' certified census population of 6,386 fell 364 short of the 6,750 threshold needed for an additional license.

A City-directed study, overseen by the Douglas Visitors' Center, documented 433 long-term residents not counted in the census but residing in Douglas as their primary place of living. Adding these residents to the certified population yields a total of 6,819, surpassing the statutory threshold.

The Wyoming Liquor Division Acting Director indicated to the Mayor and City Manager that they would not contest duly adopted findings of fact by a governing body when supported by proper documentation. By resolution, the City Council would formally adopt these findings and respectfully petition for an additional retail liquor license allocation.

Background

Wyoming law provides that liquor license allocations be based on municipal population as established by the most recent federal census or other certified population data. Douglas' certified census figure of 6,386 did not meet the 6,750-resident threshold for another license.

Recognizing that census counts often underrepresent transient or corporate populations, the City authorized a comprehensive study led by Jenna Rose, Director of the Douglas Visitors' Center. This study examined corporate leases, hotel and campground occupancy, and apartment agreements. It documented the following long-

term residents:

- Realtor-leased housing: 53
- Campgrounds (long-term RV residents): 53
- Hotels (corporate/seasonal residents): 254
- Apartments (corporate and extended leases): 73

These 433 additional residents bring Douglas' total population to 6,819.

By passing Resolution 2025-28, the City Council will affirm these findings of fact and request the Wyoming Liquor Division issue Douglas an additional retail liquor license allocation.

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

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

Budget/Fiscal Impact

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

Action Requested/Recommended Motion

Attachments

1. Findings of Fact - Population
2. Resolution 2025-28 Adopting Findings of Fact re Population of Douglas
3. Douglas Visitor Center Migrant Worker Report 250822

Findings of Fact Regarding Population for Liquor License Allocation

City of Douglas

22 September 2025

Background:

Pursuant to Wyo. Stat. § 12-4-101(b)(i), *“The number of retail liquor licenses that may be issued by the governing body of a city or town shall be based upon the population thereof, as determined by the most recent federal census, or by other population data as certified by the governing body to the division.”*

The City of Douglas’ certified census population is 6,386. To qualify for an additional retail liquor license, the City must demonstrate a population of at least 6,750.

Threshold Needed:

- Required Population: 6,750
- Certified Census Population: 6,386
- Minimum Additional Population Needed: 364

Research Methodology:

Pursuant to the direction of Jenna Rose, Director of the Douglas Visitors’ Center, acting under authority delegated by the City of Douglas, an extensive study was conducted to identify long-term residents living within the city limits who are not captured in census counts but who reside in Douglas for extended periods of time. The study reviewed corporate leases, hotel and campground occupancy records, and apartment rental agreements. All underlying records are maintained by the City of Douglas and are available for inspection as part of this evidentiary record.

Definition of Resident:

For purposes of these Findings of Fact, a *resident* is defined as an individual residing within the City of Douglas for an extended period of time—months or years—whose primary place of living during that period is within the City, regardless of whether that individual is reflected in federal census counts. This includes persons in corporate housing, hotels, campgrounds, apartments, or similar leased accommodations that function as primary residences during the term of occupancy.

Findings:

The following long-term residents, defined as individuals residing within the City of Douglas for extended periods of time and maintaining their primary place of living within the City during that period, were documented:

- Realtor-leased housing: 53
- Campgrounds (long-term RV residents): 53
- Hotels (long-term corporate/seasonal residents): 254
- Apartments (corporate and extended leases): 73

Total Additional Residents Documented: 433

**Findings of Fact Regarding Population for Liquor License Allocation
City of Douglas
22 September 2025**

Findings of Fact Regarding Population for Liquor License Allocation

City of Douglas

22 September 2025

Population Calculation:

- Certified Census Population: 6,386
- Additional Long-Term Residents: +433
- Total Resident Population (for allocation purposes): 6,819

Conclusion:

Based on these findings, the City of Douglas' population of 6,819 exceeds the statutory threshold of 6,750 residents under Wyo. Stat. § 12-4-101(b)(i) and is therefore entitled to an additional retail liquor license. The Wyoming Liquor Division has further indicated that it will not contest a duly adopted finding of fact by the governing body substantiating the inclusion of these long-term residents.

RESOLUTION NO. 2025-28

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DOUGLAS, WYOMING, MAKING A FINDING OF FACT REGARDING POPULATION FOR PURPOSES OF LIQUOR LICENSE ALLOCATION

WHEREAS, pursuant to Wyo. Stat. § 12-4-101(b)(i), *“The number of retail liquor licenses that may be issued by the governing body of a city or town shall be based upon the population thereof, as determined by the most recent federal census, or by other population data as certified by the governing body to the division;”*

WHEREAS, the City of Douglas’ certified census population is currently 6,386, which is 364 residents short of the 6,750 threshold required by law to qualify for an additional retail liquor license; and

WHEREAS, the City Council is aware that a substantial number of individuals reside within the City of Douglas for extended periods of time—months or years at a time—through corporate housing, hotels, apartments, and similar leased accommodations that function as primary residences during that period; and

WHEREAS, pursuant to the direction of Jenna Rose, Director of the Douglas Visitors’ Center, acting under authority delegated by the City of Douglas, an extensive research project was undertaken to document and quantify this population, reviewing leases, occupancy data, and related records, all of which are maintained as part of the official record; and

WHEREAS, the findings of this study demonstrate that 433 additional residents reside in Douglas on a long-term basis through such corporate and leased housing, including 53 in realtor-leased housing, 53 in campgrounds, 254 in hotels, and 73 in apartments; and

WHEREAS, when added to the certified population of 6,386, this yields a total resident population of 6,819—exceeding the statutory threshold of 6,750 set forth in **Wyo. Stat. § 12-4-101(b)(i)**, thereby entitling the City of Douglas to an additional retail liquor license allocation; and

WHEREAS, the Wyoming Liquor Division has advised that it will not contest a duly adopted finding of fact by the governing body substantiating the inclusion of these long-term residents.

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

1.

That the City Council hereby adopts and affirms the findings of fact that the City of Douglas’ population, for purposes of liquor license allocation under **Wyo. Stat. § 12-4-101(b)(i)**, is 6,819.
2.

That this finding is based upon the certified census population of 6,386 plus an additional 433 long-term residents documented by the Douglas Visitors’ Center research study.
3.

This Resolution, together with the Findings of Fact adopted herein, shall constitute the official record for purposes of administrative and judicial review.
4.

The City Council hereby respectfully requests and petitions that the Wyoming Liquor Division issue an additional retail liquor license to the City of Douglas at the earliest possible time, consistent with this finding of fact and **Wyo. Stat. § 12-4-101(b)(i)**.

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

Attest:

Kim Pexton, Mayor

Devon Litzsinger, City Clerk

	Minimum
Realtor	53
Campground	53
Hotels	254
Apartments	73
Total	433
Needed	364

Property Management Rentals					
	Contact	Phone	# Rentals	Out of State Workers Estiamte	
Remax	Jess	689-4918	140	53	1/3 of rentals
North Platte Agency	Michaela	298-5361			emailing data
Antelope Creek	Kim	358-6442			left messag 7/30
				53	

Location	Phone	Address	# Spots
KOA	(307) 358-2164	168 Cold Springs Rd, Douglas, WY 82633	
Broken Arrow RV Park	(307) 351-1637	321 E Robin Lane, Douglas, WY 82633	14
State Fair Grounds	(307) 358-2398	400 W Center St, Douglas, WY 82633	A lot
CJ's RV Park	(307) 351-0831	1149 Smylie Rd, Douglas, WY 82633	
TNT RV Park	(307) 359-0148	39 Twin Bridges Rd, Douglas, WY 82633	
Triange Invest. RV	307 267-1745	1218 Brownfield Rd, Douglas, WY 82633-9105	
Lone Tree	(307) 554-1048	401 S Russell Ave Ste 1, Douglas, WY 82633	16
Cottonwood	307-351-6090	Duane & Leanne	10
Valley View	307-660-3891	Above Northgate Renee	

Long Term	Minimum	Allowed	Type
45	45	0	
14	14	14	29+ days only
20-30	20	20	Short & Long
7	7	7	
XX			Home
9	9	9	29+ days only
2-3	2	3	YEARS
97-108 TOTAL	97	53	

Notes	
Most are single people, more in winter	
Mostly single sometimes couples (Energy/Nurse)	County Tourism Site
11 months/year	
message 7/29	
message 7/29	
	does property management she will include in
Must be fully self contained	16 spot in Month to month 7 have been years
	Full
message 7/30	temp/campers UNDER CONTRACT

Hotel	Phone	# Guests	Min # Guests	# Rooms	
Hampton Inn	(307) 358-0707	60+	60	30+	2+ per room
Sleep Inn & Suites	(307) 624-6432	40	40	20	2+
Super 8	(307) 298-5469	6-16	6	3-8	
Holiday Inn	(307) 358-4500	60-64	60	30-32	
Douglas Inn	(307) 358-9790	40-50	40	20-25	
LaBonte	(307) 358-4343	5-6	5	5-6	
First Interstate Inn	(307) 358-2833	20-25	20		
Budget Inn	(307) 358-4780	15-20	15		
Blue Buffalo					
Plains Motel		8	8		
	Total	253-289	254		
		364 needed			

90% of room reserved by workers, will take a few hours to go through each month to figure out stays over 29 days
63 room, 20+ long term
2w-3m
winter higher (Long term Apartments)
15-20 room 29+ with at least 5 that stay for the week but go home for the weekend staying long term
Have 40 rooms they have been full a lot in the past-not currently
Usually more

man camps/ cabins/apartments/air B&B	
30 Rooms Total	
need info Visitor Guides 50-60, want more event info	
40 rooms total	

Landlord	Phone	Rentals Total	Tenant Total	Live Out of State
K&R		29	37	8
JLH Enterprises	307-333-7791	5	14	9
Platte River Apartments Leffer		20	30	10
Westgate		36	72	20
LaPerel		42	68	16
Oakridge		12	36	10
Tim Pexton				

TOTAL	73
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Agenda Item Report City Council – September 22, 2025

Item

Bid Award: One New 2025 Steel Refuse Trailer

Responsible Staff Contact

Toby Porter, John Harbarger, Clint Nystul

Recommendation

Accept the bid from Ameritech Equipment for 2026 Wilkins Walking Floor Refuse Trailer for use by the City of Douglas Landfill.

Executive Summary

The proposed purchase of a new 2025 Side Dump Trailer for use by the City Douglas Landfill with a budget of \$132,500.00.

One bid was received:

Ameritech Equipment of Casper - \$137,275.00

Ameritech did meet specifications.

Background

The purpose, as approved in the budget, is to enhance the City's solid waste operations by increasing hauling capacity to the Casper Landfill. Additional capacity will allow for heavier loads, reducing the number of trips required, and will provide redundancy so that hauling schedules are maintained even when equipment is out of service for repairs.

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

Budget/Fiscal Impact

Fund/Department **34-5345-6547**

Project/Line Item(s) **Walking Floor Trailer**

Budgeted Amount **\$132,500.00**

Anticipated Amount **\$137,275.29**

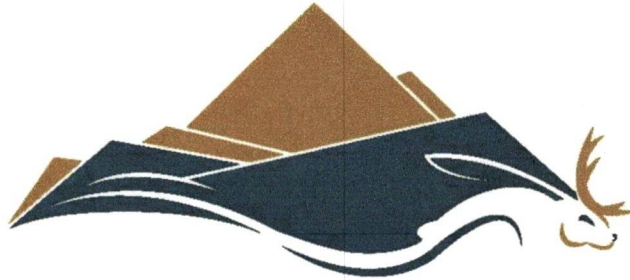
Action Requested/Recommended Motion

Accept bid from Ameritech Equipment for a 2026 Wilkins Walking Floor Refuse Trailer for the sum of \$137,275.00 and authorize city manager to sign all associated

documents.

Attachments

1. Ameri-Tech Equipment



CITY OF DOUGLAS
Bid Specifications and Contract Documents for
One New 2026 Steel Refuse Trailer

Douglas City Hall
101 N. 4th Street
PO Box 1030
Douglas, WY 82633

City of Douglas/ Douglas Landfill

TABLE OF CONTENTS

Check if included	Document Description
☒	1. Instructions to Bidders and Call for Bids (Legal Advertisement and Detailed Notice)
☒	2. Bid Information and Forms:
☒	a. Schedule of Prices
☒	b. Bid Bond – Vehicles and Equipment
☒	c. Signature Page
☒	3. Notice of Award – Vehicles and Equipment
☒	4. Specifications

All items checked are in this packet.

End of Section

.....

Bidder Initials: 
Updated Form 12-2019, Page 2 of 13

CITY OF DOUGLAS
INSTRUCTIONS TO BIDDERS – EQUIPMENT AND VEHICLES
September 10th, 2025

1. DEFINED TERMS

- A. The term “OWNER” means the City of Douglas, a municipal corporation, located at 101 North 4th Street, P.O. Box 1030, Douglas, Wyoming 82633.
- B. The term “BIDDER” means the individual person or company who submits a bid directly to the Owner and is distinct and separate from a sub-bidder, who submits a bid to a Bidder.
- C. The term “SUCCESSFUL BIDDER” means the lowest, qualified, responsible, and responsive Bidder who receives the project award based on the Owner's evaluation.
- D. The term “BIDDING DOCUMENTS” includes the instructions to bidders, the bid form (including bid schedule, if applicable), drawings, specifications, and all other proposed documents (including all addenda issued prior to receipt of bids, if applicable).

2. ADVERTISEMENT FOR BIDS

- A. Sealed bids for **One New 2025 Steel Refuse Trailer** will be received at Douglas City Hall, 101 N. 4th Street, until **2:30 PM MST** on **September 12th, 2025** and then will be publicly opened and read aloud. Any bids received after the specified date and time will not be accepted or considered. Approved bidding documents may be obtained at **101 N. 4th St.**, or on the City of Douglas website at www.cityofdouglas.org under the “Bid Postings” tab. Each bid must be submitted on the bid form and accompanied by bid security payable to the City of Douglas as prescribed in the bidding documents in an amount not less than five percent (5%) of the amount bid. Bids may be subject to the Wyoming Preference Act. Mail submitted bids to the City Clerk, City of Douglas, P.O. Box 1030, Douglas, WY 82633, or deliver to the City Clerk at 101 N. 4th Street, Douglas, WY. To perform public work, the successful Bidder and subcontractors, prior to contract award, shall hold or obtain such licenses as required by State Statutes and federal and local laws and regulations. The City of Douglas reserves the right to reject any and all bids, to waive as an informality any irregularities contained in a bid, and to accept the bid that serves the best interests of the City.
/s/ Devon Litzinger, City Clerk; Published: **August 27th, and September 3rd, 2025** Douglas Budget

Bidder Initials: 
Updated Form 12-2019, Page 3 of 13

**CITY OF DOUGLAS
BID INFORMATION AND FORMS**

1. Sealed bids will be received by **September 10th, 2025** at the Office of the City Clerk and will be opened and publicly read aloud immediately thereafter in the Conference Room, City of Douglas, Wyoming, 101 North 4th Street, Douglas, Wyoming, for **One New 2025 Steel Refuse Trailer**. Demonstrative units will not be accepted or considered in the bid proposal.
2. Bid proposals delivered in person will be received **only** at the Office of the City Clerk. Bids received **after** the time fixed for bid reception **will not be considered**. All bids must be clearly marked **"One New 2025 Steel Refuse Trailer"** with the bidder's name and the time and date of the opening on the outside of the envelope. The City of Douglas reserves the right to reject any and all bids, to waive as an informality any irregularities contained in a bid, and to accept the bid that serves the best interests of the City.
3. Approved Specifications and Form of Contract Documents may be obtained at **City Hall-101 N. 4th St.,** Douglas Wyoming 82633, or on the City of Douglas website, www.cityofdouglas.org, under "Bid Postings/Related Documents" section.
4. Delivery will be accepted ²⁸⁰ ~~180~~ **Days after Notice** F.O.B. (Free on Board) Douglas, Wyoming. Tax Exempt Certificate will be furnished by the City of Douglas. ^{AB}
5. A certified check, cashier's check, or bid bond in the amount of five percent (5%) of the total amount of the bid, including allowances, additive alternates, trade-ins, and concessions, must accompany each bid and must be payable without condition to the Owner as a guarantee that the Bidder will provide specified unit(s). The City of Douglas will allow a 5% preference to Wyoming residents. Bids may be subject to the Wyoming Preference Act. Bidders will supply a Certificate of Residency in compliance with the Wyoming Department of Labor and Statistics.
6. Complete sets of bidding documents must be used in preparing bids; the Owner does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of bidding documents. The Owner, in making copies of bidding documents available on the above terms, do so only for the purpose of obtaining bids on the work and do not confer a license or grant for any other use.
7. The policy of the City of Douglas is to provide and afford equal treatment and service to all citizens and assure equal employment opportunity based on ability and fitness to all persons regardless of race, creed, national origin, sex, physical or mental disabilities or age. This policy shall apply to every aspect of employment practices, employee treatment and public contact. No qualified individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs or activities of the City of Douglas, or be subjected to discrimination. Pursuant to the Americans with Disabilities Act, reasonable accommodation for persons with disabilities who wish to participate in these services, programs, or activities shall be made upon request to City of Douglas, ADA Coordinator Tony Tolstedt at Douglas City Hall, 101 North 4th Street, Douglas, Wyoming.

Bidder Initials: ^{AB}

Updated Form 12-2019, Page 4 of 13

8. The City of Douglas hereby notifies all bidders that it will affirmatively ensure that pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, creed, color, sex, physical or mental disabilities, or national origin in consideration of an award.
9. The bidder shall indicate his compliance with a "Yes" or non-compliance with a "No" in each line-item specification. Where submitted literature does not support the meeting of these specifications, the bidder shall outline fully on company letterhead stationery the variation from specification. Any unit not conforming to the specifications will be rejected, and it will be the responsibility of the manufacturer to conform to the requirements, unless deviations have been cited by the bidder and acceptance is based upon the exceptions.

End of Section

.....

Bidder Initials: AB
Updated Form 12-2019, Page 5 of 13

SCHEDULE OF PRICES

Company Name: Aemritah-Equipment

Mailing Address: P.O. Box 2888 Casper WY 82602
to furnish equipment as specified to the City of Douglas, Wyoming, in accordance with specifications dated **September 10th, 2025.**

BID ITEM DESCRIPTION

Year – Make – Model:	
Base Bid:	\$ 0
Option #1: (Describe) One New 2025 Steel Refuse Trailer	\$ 137,275.29
Option #2: (Describe)	\$ 0
Less Trade-In (Describe)	-\$0
Less Government Concessions:	-\$0
Total Bid Amount:	\$ 137,275.29

In addition to this proposal, the undersigned Bidder agrees to submit complete information, including specifications and descriptive literature to fully describe and illustrate the equipment, vehicle, and/or accessories offered. Bidder proposes to deliver equipment or vehicle in accordance with the schedule included in the Bid Information. A bid bond or certified or cashier's check made payable to the City of Douglas, Wyoming, in an amount of 5% of the total amount of this bid is enclosed. The Bidder understands that the Owner allows a 5% preference to Wyoming residents and that Bids may be subject to the Wyoming Preference Act. The Bidder further attests that the specifications relating to the bid security are understood and the conditions set forth in said specifications are agreed upon.

Signature of Representative Responsible for Bid: K. Balster

Printed Name & Title of Signer: Kevin Balster Sales

Company Name & Address of Bidder: Aemritah Equipment

970 Oildale ST Evansville WY 82636

(Proposal must be filled out, signed and submitted with the bid document)

End of Section

Bidder Initials: AB

Updated Form 12-2019, Page 6 of 13

BID BOND – VEHICLES, EQUIPMENT

KNOW ALL MEN BY THESE PRESENT, that we, the undersigned, Fremont Ameri-Tech Equipment Company as Principal, and Lexington National Insurance Corporation as surety, are hereby held and firmly bound unto City of Douglas as Owner in the penal sum of five percent of the total amount bid for payment of which, we 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, Wyoming, a certain Bid, attached hereto and hereby made a part hereof to enter a contract in writing for the **One New 2025 Steel Refuse Trailer.**

NOW, THEREFORE,

- a. If said bid shall be rejected, or
- b. If said bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said bid) and shall furnish a Performance/Contractor's Bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith and shall in all respects perform the agreement created by the acceptance of said bid, then this obligation shall be void. Otherwise, the same shall remain in force and effect; it being expressly understood and agreed that the liability of the 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 in no way be impaired or affected by any extension of the time within which the Owner may accept such bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and 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, the day and year first set forth above.

PRINCIPAL: Fremont Ameri-Tech Equipment Company

By: _____ (seal)

SURETY: Lexington National Insurance Corporation

By: Alexis Ryder (seal)
Alexis Ryder, Attorney-in-Fact

IMPORTANT: Surety companies executing BONDS must appear in the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Wyoming.

End of Section

Bidder Initials: JB

Updated Form 12-2019, Page 7 of 13



POWER OF ATTORNEY

Lexington National Insurance Corporation

Lexington National Insurance Corporation, a corporation duly organized under the laws of the State of Florida and having its principal administrative office in Baltimore County, Maryland, does hereby make, constitute and appoint:

John Ecard Genet Jr., Alexis Ryder, Nicholas Benenati

as its true and lawful attorney-in-fact, each in their separate capacity, with full power and authority to execute, acknowledge, seal and deliver on its behalf as surety any bond or undertaking of \$6,000,000 or less. This Power of Attorney is void if used for any bond over that amount.

This Power of Attorney is granted under and by authority of the following resolutions adopted by the Board of Directors of the Company on June 5, 2025:

Be it Resolved, that the Chief Executive Officer, President or any Vice-President shall be and is hereby vested with full power and authority to appoint suitable persons as Attorney-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on the behalf of the Company, to execute, acknowledge and deliver any and all bonds, policies, contracts, Consents of Surety, undertakings, indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any all notices and documents cancelling or terminating the Company's liability thereunder and also such instruments and documents which the business of the Company may require, and such instruments and documents so executed by such Attorney-in-Fact shall be binding upon the Company as if signed by the Chief Executive Officer and sealed by the Corporate Secretary.

RESOLVED further, that the signature and attestations of the Chief Executive Officer, President or any Vice-President of the Company may be affixed to any such Power of Attorney or to any certificate relating to the Power of Attorney by electronic means or by facsimile, and the seal of the Company may be embossed, stamped, affixed electronically or by facsimile to any such Power of Attorney. Any such power so executed and sealed shall be valid and binding on the Company.

IN WITNESS WHEREOF, the Company have caused this instrument to be signed and their corporate seal to be hereto affixed.



Ronald A. Frank, Chief Executive Officer



State of Maryland
County of Harford County, SS:

Before me, a notary public, personally appeared, Ronald A. Frank, Chief Executive Officer of Lexington National Insurance Corporation, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under the PENALTY of PERJURY under the laws of the State of Maryland that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Commission Expires: 01/08/28

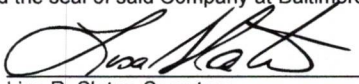


Notary



I, Lisa R. Slater, Secretary of Lexington National Insurance Corporation, do hereby certify that the above and foregoing is true and correct copy of a Power of Attorney, executed by said company, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seal of said Company at Baltimore, Maryland this 5th day of June, 2025.



Lisa R. Slater, Secretary

Attached to bond signed this 10th day of September, 2025



SIGNATURE PAGE

IF BIDDER IS:

AN INDIVIDUAL

By: _____ doing business as: _____
(Name)

Address: _____ Phone: _____

A PARTNERSHIP

By: _____ (seal)
(Firm Name)

(General Partner)

Business Address: _____ Phone: _____

A CORPORATION

By: Fremont Ameri-Tech Equipment Co. of Wyoming
(Corporation Name) (State of Incorporation)

By: OBA Ameri-Tech Equipment Co. Operations Manager
(Signature) (Title)

ATTEST: _____ (Corporate Seal)

Business Address: 970 Oildale Street Phone: _____

Evansville, IN 47636

A JOINT VENTURE

By: _____ Address: _____

By: _____ Address: _____

By: _____ Address: _____

By: _____ Address: _____

(Each member of the joint venture must sign; attach additional sheet if necessary.)

Bidder Initials: KB
Updated Form 12-2019, Page 8 of 13

**CITY OF DOUGLAS, WYOMING
NOTICE OF AWARD
EQUIPMENT & VEHICLES**

Name of Company	
Attention To	
Mailing Address	
City/State/ZIP	

Project (as it appears on Bid documents)	
Contract Price	

The Owner has considered the bid submitted by you for the above described vehicle or equipment in response to its advertisement for bids dated **August 27th and September 3rd, 2025**. You are hereby notified that your bid has been accepted for items in the amount of:

Year – Make – Model:	
Base Bid:	\$
Option #1: (Describe) One New 2025 Steel Refuse Trailer	\$
Option #2: (Describe)	\$
Less Trade-In (Describe)	-\$
Less Government Concessions:	-\$
Total Bid Amount:	\$

You are required, as set forth in the bid specifications, to execute any required documentation within ten (10) days from the date of this notice and return to the Owner. 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.

Other conditions or precedents, if any:

--

Dated this ____ day of _____, 20__.

Bidder Initials: AB
Updated Form 12-2019, Page 9 of 13

CITY OF DOUGLAS, OWNER

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged.

By: _____
SIGNATURE

By: _____
SIGNATURE

Name/Title: J.D. Cox-City Manager

Printed Name: _____

Title: _____

Please sign and send back to: City of Douglas, Attn: City Clerk
P.O. Box 1030, Douglas, WY 82633

End of Section

.....

Bidder Initials: 

Updated Form 12-2019, Page 10 of 13

SPECIFICATIONS

Specifications are for **One New 2025 Steel Refuse Trailer**. These are the minimum specifications for this unit; you must meet or exceed these specifications. If indication "No" is marked to any specifications, you must provide on a separate sheet of paper an explanation of the item that you would supply in place of the specified item. Any item not marked may result in rejection of the bid.

SCOPE: The vehicle or equipment being specified will be assigned to the **City of Douglas Landfill** and will be used within the City of Douglas as follows:

Hauling Refuse to Casper Landfill

	Meets Specifications	Yes	No
I. Basic Specs.		☒	
1. Minimum of 136 Yard Payload		☒	
2. Length of 53' (feet)		☒	
3. Maximum Height of 13' (feet) with Flip Top Cover		☒	
4. Maximum Width of 102" (inches)		☒	
5. Wedge Style Body- 100" (inches) Front 107" (rear) Inside Height		☒	
6. GVWR: 29,448 KG. or 65,000 LB.		☒	
7. GAWR-FRT: 9,072 KG or 20,000 LB.		☒	
8. GAWR-RR: 9,072 KG or 20,000 LB.		☒	
9. Body: 12 GA. Steel Sheets		☒	
10. Sub-frame: 8" X 4" X 1/4" Steel Tube		☒	
11. Bumper: 7 GA. 4" X 1/4" X 24" (2) w/2 Tow Hooks and Center Hideaway Steel Ladder		☒	
12. Other:			

	Meets Specifications	Yes	No
II. Container Construction			
1. Sides: 12 GA. Steel Sheets		☒	
2. Braces: 12 GA. 2.5" X 5", 20" (inches) on Center		☒	
3. Solid Exterior Welds, No Stitch Welds		☒	
4. Top Rail: 3" X 5" X 5/16" with Flex Joints		☒	
5. Center Spreader Bar located on Center of Trailer Between Top Rails		☒	
6. Cross Members: 4" X 3" Steel X-members 12" O.C. 9" O.C. over Landing Gear		☒	
7. Bulkhead: Same as Sidewalls with 3 Posts Outside and 1 Inside Horizontal Brace		☒	
8. Front Window: 9-1/2" X 9-1/2" w/Shaker Screen		☒	
9. Bottom Rail: 7 GA. Steel J-rail 2"		☒	
10. Rear Door Single Swinging 12 GA. Sheet and Post		☒	
11. 5 (five) Heavy Duty Hinges on Passenger or Curb Side		☒	

Bidder Initials: *AB*

Updated Form 12-2019, Page 11 of 13

12. Heavy Duty Latch System on Driver's Side with Safety Chain Lock	☒	
13. Aluminum Catwalk with Railing Across Front of Bulkhead	☒	
14. Entry Way on Passenger Side of Bulkhead	☒	
15. Access Ladder to Catwalk on Passenger or Curb Side	☒	
16. Other:		

	Meets Specifications	Yes	No
III. SUSPENSION/ AXLES/ LANDING GEAR		☒	
1. Tandem Axles with 50,000 LB. Capacity		☒	
2. Springs High Arch Springs		☒	
3. Tag Axle: Air Ride Lift Axle in Front of Tandem		☒	
4. Mud Flaps (No Logo) Directly Behind Rear Axle		☒	
5. Lift Control Box by Lift Axle on Drivers Side		☒	
6. Axles: 3 25,000 LB. w/77.5" Track (77-1/2)		☒	
7. Hub Covers with Sight Glas and Removable Vent Plug		☒	
8. Landing Gear with Sand Shoe Square Cushion Foot		☒	
9. 2-Speed Driver's Side Crank		☒	
10. Standard 7 GA. Supports Attached to 6 Cross Members		☒	
11. Center of Landing Gear to Center of King Pin 108" (inches)		☒	
12. Kingpin 36" X 1/4" 100,000 LB. Plate. 100,000 LB. Channel		☒	
13. Other:			

	Meets Specifications	Yes	No
IV. BRAKES/ WHEELS/ TIRES		☒	
1. Drum Brakes w/automatic Slack Adjusters		☒	
2. 8.25 X 22.5 Hub-piloted White Steel		☒	
3. 16 Ply 255/70-R22.5		☒	
4. Dual Tires on Main Tandem		☒	
5. Single Tires on Lift Axle		☒	
6. Other:			

	Meets Specifications	Yes	No
V. WALKING FLOOR/ COVER		☒	
1. Overlap Aluminum Floor Slats		☒	
2. KRF II DX 3" X 10" Slats		☒	
3. Steel Sub Deck		☒	
4. 10 GA. Steel Reinforced Front Baffle		☒	
5. Hydraulic Operated with Controls on Driver's Side		☒	
6. SCH. 80 Pipe Down Both Sides		☒	
7. Hydraulic Power Open and Close 2 Lids		☒	
8. Controls on Drivers Side Front		☒	
9. Protective Mesh 1/4"		☒	
10. Other:			

Meets Specifications Yes No

Bidder Initials: *KB*

Updated Form 12-2019, Page 12 of 13

VI. LIGHTS		☒	
1. LED Lights, Stop, Turn and Tail		☒	
2. LED License Plate Lamp		☒	
3. LED Side Marker Lights		☒	
4. Anti Chaff Loom DOT Compliance		☒	
5. All Lights Mounted in Rubber Grommets		☒	
6. Other:			

Meets Specifications

Yes

No

VII. MISC.		☒	
1. Hydraulic Couplers		☒	
2. Couplers Mounted to Removable Plate		☒	
3. Liquid Filled Pressure Guage Mounted in Pressure Line on Bulkhead		☒	
4. 1" Dixon K Series Hydraulic Fittings		☒	
5. 4" Decal of Maximum Trailer Height on Drivers Side of Trailer Visible Through Driver's Mirror (DOT Required)		☒	
6. Manifest Box on Driver's Side Front of Trailer		☒	

Meets Specifications

Yes

No

Meets Specifications

Yes

No

VIII. PAINT		☒	
1. Prime Trailer Inside and Out		☒	
2. Paint Exterior of Trailer Machine Grey Enamel		☒	
3. Flip Top Covers Painted Black		☒	
4. Other:			

Meets Specifications

Yes

No

Bidder Initials: *KB*

Updated Form 12-2019, Page 13 of 13



PO BOX 2888
Casper, WY 82602

Kevin Balster
(307) 262-6028
(307) 262-6028 Mobile
kevin@307atec.com

Bill To Name	City Of Douglas	Quote Number	00020436
Bill To	PO BOX 1030	Order Number	9205
	DOUGLAS, WY 82633	Created Date	9/3/2025
	USA	Contact Name	David Litzinger
Ship To	420 West Grant	Phone	(307) 358-9750
	Douglas, WY 82633	Expiration Date	10/10/2025
	United States		

Product	Custom Description	Quantity	Sales Price	Total Price
STEEL OPEN TOP TRANSFER TRAILER	2026 Wilkens Walking Floor, Steel Open Top Transfer Trailer			
	Capacity: 136 Cubic Yard Outside Dimensions: -Length: 53' -Height: 13' -Width Front: 102" -Width Rear: 102" Inside Dimensions: -Length: 52'9" -Height Front: 104" -Height Rear: 104" -Width Front: 96" -Width Rear: 96" Sidewall: 12GA, 50,000# My Sheets & Vert. Posts 20" O/C, Full Hort, Post Top Rail: 3" x 5" x 5/16" 50,000# Yield Steel Tube, 7" Wedged Body Spreader Bar: 3" x 3" x 1/4" Steel Tube Bottom Rail: 7GA 50,000# Formed Steel Channel King Pin/Last Axle: 46' 6" King Pin Setting: 36" w/ 1/4" 100,000 MY Steel Plate Sub-Frame: 8"x4"x 1/4" Steel Tube Extended Past Drive Unit Landing Gear: Holland Mark V, Self Leveling Shoe Gear Support: 7GA Gear Braces: 3" Channel Suspension: Hutch Spring Tandem / Front Air Ride Air Lift Axle Single Tire Axels & Brakes: (3) 5" Round, 25,000# Axels, 4S2M Abs w/ Top Mount Chambers Hubs & Drum: 10 Bolt Steel, Cast Outboard Rims: (10) Steel Disc Painted White Tires: (10) 11R x 22.5 16 Ply Rear Door: 12GA. Single Side Swing Door with Manual Latch Front Panels: 12GA Steel Reinforced, Aluminum Catwalk & Steel Ladder King Pin Section: Fabricated from 1/4" 100,000 MY Channel Crossmembers: 4" x 3.2# on 12" Centers, Steel I-Beam Light System: Truck-Lite 40 Series LED, Tail Lights in Door Cover: Wilkens Hydraulic Power Flip Top, 2-Spool Unloading System: Keith Running Floor 3" x 10" DX Drive Floor Thickness: #Whol Slat-High Impact, Steel Sub Deck Bumper: 7GA Steel Pan, Tow Hooks & Push Bumpers	1.00	\$133,775.29	\$133,775.29



PO BOX 2888
Casper, WY 82602

Kevin Balster
(307) 262-6028
(307) 262-6028 Mobile
kevin@307atec.com

Metal Preparation: Exterior Sandblasted, and Primed
Paint: PPG 31165 Gray Enamel
Front Covers: 10" Diagonal Radius
Weight: 24,200 LBS +/- 3%

Totals

Total Parts Price	\$133,775.29
Total Labor Price	\$0.00
Pre-Tax Quote Total	\$133,775.29
Freight	\$3,500.00
Tax Total	\$0.00
Deposit	\$0.00
Quote Grand Total	\$137,275.29

Quote Acceptance

Signature:

Name:

Date:

Terms & Conditions

- F.O.B Ameritech Equipment Company. Freight charge is estimated at the time of quotation. The charge is subject to change at the time of delivery.
- Modifications to customer order after quotation will be at the customer's expense and will be added to the customer's invoice. Customer will be notified prior to any modifications.
- **Fast flash adjustments vary by model and is Customer Responsibility.**
- Quoted price may not include any applicable F.E.T., sales taxes, and delivery charges, or surcharges from manufacturer.
- Quote price does not include any unforeseen obstructions or modifications.
- Quotation valid until above stated expiration date.
- Terms are due upon receipt unless prior credit arrangements are made at the time of order.
- 50% down payment required with special order items, **NON REFUNDABLE.**
- In the event your products are returned, your credit card processing fee and freight are **NON REFUNDABLE.**
- **ALL** returns are subject to a **RESTOCK FEE.**
- Customers who pay by credit or debit card will be charged a credit card processing fee.
- Due to recent changes in international trade regulations, tariffs may impact the cost of certain products. We are committed to providing accurate quotes ahead of time; however, due to the dynamic nature of tariff adjustments, we may be unable to fully anticipate increases at the time of quotation. **Any applicable tariffs will be clearly reflected in your final pricing at checkout.** We appreciate your understanding and continued support as we work to ensure the best possible service and value.

Repair Payment and Warranty Policy

1. ****Payment Terms:****
 - All repairs must be paid in full at the time of service.
2. ****Warranty Claims:****
 - After repairs are completed, we will submit a warranty claim on your behalf.
 - Submitting a warranty claim does not guarantee that the repairs will be covered under warranty. - Warranty claims will be paid if approved by the manufacturer.



PO BOX 2888
Casper, WY 82602

Kevin Balster

(307) 262-6028

(307) 262-6028 Mobile

kevin@307atec.com

3. ****Reimbursement and Credits:****

- If the warranty claim is approved and we receive reimbursement, we will issue a credit to your account.

4. ****Exclusions:****

- This warranty policy does not apply to replacements needed due to misuse, negligence, abuse, neglect, or improper equipment maintenance.
- Any issues resulting from use outside of normal parameters will void the warranty.

5. ****Compliance:****

- This policy is designed to comply with all relevant Wyoming state laws and regulations. If any part of this policy is found to be in conflict with state laws, the relevant legal provisions will take precedence. If you have any questions or concerns regarding this policy, please feel free to contact us.

Customer: City of Douglas, WY

Qty: 1

Specifications for model: 53136SPOW

Cubic Yards: 136

Length: 53' **Height:** 13' (Includes Flip Top Cover) **Width:** 102"

TAPER body front to back: NO

WEDGE body: YES - 7" - 100" inside height at front / 107" inside height at rear.

Sides: Steel sheets 12ga steel grade 50my, side posts 12ga grade 50my (Flared leg 2.5"x 5") on 20" Centers (laid on outside of bottom rail). All Exterior Welds Solid. (1) Center horizontal post brace on center full length side wall from front to back.

Bulkhead: Same as sidewalls with (3) Posts outside wall and (1) inside Horizontal brace inside, 10" Diagonal Corners. Front Window 9.5" x 9.5" shaker screen 46" to center above KP Plate 6" Off Center Toward Driver's Side.

Side Wall Top Rail: 3" x 5" x 5/16", Flex Joints, spreader bar located center of trailer between top rails. Bulkhead top rail same as sides.

Kingpin: 36", 1/4" 100,000# plate / 1/4" 100,000# Channel.

Cross-Members: 4" x 3.2# Steel X-Members, 12" o/c, 9" o/c over landing gear.

Sub-Frame: 8" x 4" x 1/4" x 23". Steel Tube extended thru drive unit, brace on every other crossmember

Bottom Rail: 7 Ga. Steel J-Rail 2".

Landing Gear: Holland Mark V Sand Shoe Square Cushion Foot, 2-Speed, driver's side crank, Standard 7ga. supports attached to (6) cross members. Landing Gear to King Pin measurement 108".

Bumper: 7ga. grade 50my steel with (2) tow hooks, (2) 4" x 1/4" x 24" push bumpers and steel hide away ladder at center.

Suspension: Tandem Hutch 9700 50,000# Capacity, HD 3-Leaf High Arch Springs (365-00 TRA 2740). Third axle HT250 air ride airlift axle in front of tandem. Mud Flaps (No company logo) directly behind the Rear Axle. KP to center of rear axle 46'6". Lift control box located by lift axle on driver side.

Spring seats: Frt. 4 3/4" Rr. 4 3/4"

Axles: (3) 25,000# Fuwa Axle. 77.5" Track. T/M Chambers. 4S/2M ABS.

Hubs: 10 Hole Hub-Piloted. Stemco oil seal.

Brake: O/B Drums, Auto slacks. 16.5 x 7 4707 23K Linings

Wheels: (10) 8.25 x 22.5 Hub-Piloted Steel, White.

Tires: (10) 16 Ply, 25570R x 22.5 Tires. Lift axle only two tires.

Doors: Single Swing Steel 12ga grade 50my sheet & post. (5) Heavy duty hinges on Curbside, driver side latch, Safety chain.

Drive: KRF II DX 3" x 10" x 24 slat

Flooring: (24) WHOL Overlap Aluminum Floor Slats CWS, T-blocks.

Sub-Deck: Steel

Front Baffle: Steel 10ga. Reinforced.

Cover: Schedule 80 Pipe. Wilkens Power Flip Top Cover, #83234 Hydraulic dual spool controls, w/PRFZ priority flow control, located on driver side bulkhead. Protex mesh 1/4".

Lights: LED, License Plate on DS Door, Lights in the door in loom. Side markers, all sealed harness, grommet all holes where wire is plumbed, the harness must have anti-chafe wrap around it. DOT compliance.

Final Assembly: Hydraulic couplers Tema Quick Connect Pressure 5602-16-16S / Return 5601-16-16S w/Dust Caps. Locate Hydraulic couplers center of bulkhead 24" Above KP Plate. Coupler on a removable plate that is bolted to the bulkhead. Install liquid filled pressure gauge mounted in pressure line on bulkhead. Manifest Box, Federal D.O.T, Aluminum catwalk w/railing open to curbside w/steel ladder on curbside bulkhead. Install (4" Decal) driver side front corner the total height of the trailer for the driver to see out the driver side mirror. Federal DOT.

Paint: Prime entire trailer, all areas 2-mils. Paint exterior Gray Enamel PPG31165, 2-mils, 4 mils total primer & paint. Flip top covers & power unit painted black.

Date of Mfg.: **Model Year:** 2026

GVWR: 29,484KG - 65,000LB

GAWR-FRT: 9,072KG - 20,000LB

GAWR-RR: 9,072KG - 20,000LB

Tires: 11R x 22.5 H Dual

Wheels: 8.25 x 22.5

Cold Tire Infl.: 827 KPA - 120 psi

Model: 53136SPOW

Steel Sheet & Post Open-Top Live-Floor Transfer Trailer



WILKENS
Industries, Inc.
Morris, Minnesota



Wilkins Load Runner Walking Floor, Open-Top, Steel-Sheet & Post Transfer Trailer

CAPACITY: 98 - 143 CUBIC YARDS

OUTSIDE DIMENSIONS

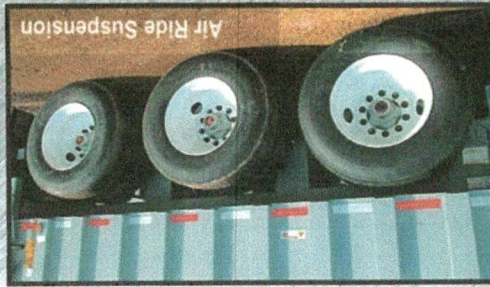
LENGTH	40' - 53'
HEIGHT	13'6"
WIDTH FRONT	102"
WIDTH REAR	102"

INSIDE DIMENSIONS

LENGTH	39'9" - 52'9"
HEIGHT FRONT	10'4"
HEIGHT REAR	10'4"
WIDTH FRONT	96"
WIDTH REAR	96"



12GA STEEL SHEET & POST, POSTS ON 20" CENTERS	3" X 5" X 5/16" 50,000# YIELD STEEL TUBE
	3" X 3" X 1/4" STEEL TUBE
	7GA FORMED STEEL TUBE
	36" PIN - 1/4" DOMEX PLATE
	4" X 8" X 3/16" STEEL TUBE
	HOLLAND MARK V, SELF LEVELING SHOE
	7GA
	3" CHANNEL
	HUTCH TANDEM 9700 SPRING, 50,000# CAPACITY
	(2) 5" ROUND, 25,000# AXLES, 452M ABS WITH TOP MOUNT CHAMBERS
	10 BOLT
	STEEL DISC
	11R X 22.5, 14PLY
	CURBSIDE SWING, H.D. HINGES
	12GA
	FABRICATED FROM 1/4" DOMEX CHANNEL
	4" X 3.2# ON 12" CENTERS, STEEL I-BEAM
	TRUCK LIGHT 40 SERIES, LIGHT IN DOOR
	POWER FLIP TOP OR ROLL TARP
	KEITH RUNNING FLOOR II / HALCO LIVE FLOOR
	CUSTOMER CHOICE
	TOW HOOKS, PUSH BUMPERS
	EXTERIOR SANDBLASTED, EPOXY PRIMER
	ENAMEL
	10" DIAGONAL RADIUS
	19,500# - 23,500#



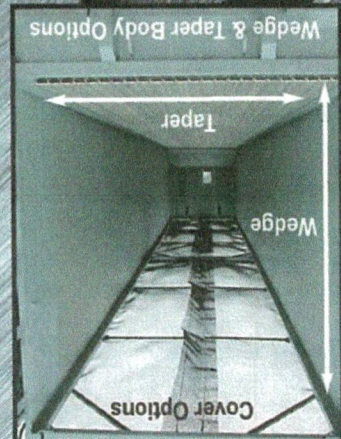
Industries, Inc

www.wilkins-ind.com

320-589-1971 Toll Free: 1-800-833-6045

Fax: 320-589-1974

184 South County Road 22, Morris, Minnesota 56267







Agenda Item Report

City Council – September 22, 2025

Item

Bid Award: 112 N 2nd St

Responsible Staff Contact

Clara Chaffin, JD Cox

Recommendation

Recommend to accept the bid from Mountain Peak Builders in the amount of \$324,061.00.

Executive Summary

The City of Douglas solicited bids for the 112 facade and grounds replacement project. We received 2 bids with the low of \$324,061.00 and a high of \$1,125,000.00. Mountain Peak Builders provided pricing for scope of work while the Mountain Peak Builders did not. We have a budget of \$1,433,300.00.

Background

This property has been demolished all except the façade years ago by the past owner. The city council with concerns of public safety purchased the property with hopes of replacing the facade and adding an area behind the façade for general public use during events in the downtown area in hopes of making a community usable space.

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

SD Commitment

SD Commitment Strategy **Develop Attractive Community & Vibrant Downtown**

SD Commitment KPI **ECON-02 -Complete structural stabilization and engage public regarding future use**

SD Outcome

SD Outcome Strategy

SD Outcome KPI

2014 Master Plan

2015 Downtown Master Plan

Budget/Fiscal Impact

Fund/Department **41-5411-2158; Economic Development**

Project/Line Item(s) **The 112**

Budgeted Amount **\$1,433,300.00**

Anticipated Amount **\$324,061.00**

Action Requested/Recommended Motion

Recommend to accept the bid from Mountain Peak Builders in the amount of \$324,061.00 and further authorize the City Manager to sign all associated documents.

Attachments

1. Mountain Peak Builders
2. Buildings by Design

BIDDER'S CHECK LIST

The Bidder's attention is especially called to the following forms which must be executed in full as required:

1. Proposal (Bid Form): The unit price bid must be shown in the space provided. Show unit prices in both words and figures.
2. Proposal Signature Sheet: To be filled in and signed by the Bidder.
3. Non-collusion Affidavit: Must be subscribed to and sworn before a Notary Public.
4. Bond Accompanying Bid: This form is to be executed by the Bidder and the Surety company unless bid is accompanied by a certified check. The amount of this Bond be no less than five percent (5%) of the total amount bid and may be shown in dollars or on a percentage basis.
5. Other: _____

The following forms are to be executed after the contract is awarded:

1. Contract: This agreement is to be executed by the successful Bidder.
2. Performance/Contractor's Bond: To be executed by the successful Bidder and his Surety company.
3. Appropriate City of Douglas contractor's license(s): To be executed by the successful Bidder after award and prior to project commencement.
4. Other: _____

Bidder Initials: 
Page 15 of 35

BID FORMS

PROJECT IDENTIFICATION: 112 North 2nd Street Façade Removal & Lot Infill,

THIS BID IS TO BE SUBMITTED TO: City of Douglas, Attn: City Clerk
P.O. Box 1030, 101 N. 4th Street
Douglas, WY 82633

1. The following documents are attached to and made a condition of this bid:
 - a. Bid Schedule of Prices: The unit price bid must be shown in the space provided. Show unit prices in both words and figures.
 - b. Bidder Signature Sheet: To be filled in and signed by the Bidder.
 - c. Non-collusion Affidavit: Must be subscribed to and sworn before a Notary Public.
 - d. Bond Accompanying Bid: This form is to be executed by the Bidder and the Surety company unless bid is accompanied by a certified check. The amount of this bond be no less than five percent (5%) of the total amount bid and may be shown in dollars or on a percentage basis.
2. The undersigned Bidder agrees, if this bid is accepted, to enter into an Agreement with Owner in the form similar to that included in the Contract Documents and to complete all Work as specified or indicated in the Contract Documents for the Contract Price within the contract time specified in the Instructions to Bidder.
3. Bidder accepts all the terms and conditions of the Advertisement for bids and Instructions to Bidders, including those dealing with the disposition of bid security. This bid will remain open for thirty (30) days after the day of bid opening. Bidder will sign the Agreement and submit the Bonds and other documents required by the Contract Documents within fifteen (15) days after the date of Owner's Notice of Award.
4. In submitting this bid, Bidder represents, as more fully set forth in the agreement, the Bidder has examined copies of all bidding documents and of the following addenda (receipt of which is hereby acknowledged).
 - a.
 - b.
5. 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 made such independent investigations as Bidder deems necessary.
6. Bidder accepts the provisions of the Agreement as to liquidate 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 an estimate as

Bidder Initials: 
Page 9 of 35

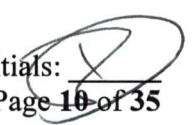
possible to actual damages. Any exceptions or objections to this provision are stated in writing and attached hereto by Bidder.

7. Communications concerning this bid shall be addressed to Bidder's Representative (please print):

Name	Katelyn Wager, PE
Address	5335 W 48 th Ave Ste 300
City/State/Zip	Denver, CO 80212
Phone No.	303.670.7242 x62
Email	katelyn@evstudio.com
Fax No.	n/a

The following forms, samples of which are included in this Project Manual, are to be executed after the contract is awarded:

- a. Contract: This agreement to be executed by the successful Bidder.
- b. Performance/Contractor's Bond: To be executed by the successful Bidder and his or her Surety company.
- c. Appropriate City of Douglas contractor's license: To be executed by the successful Bidder after award and before project startup.

Bidder Initials: 
Page 16 of 35

SCHEDULE OF PRICES

Unit prices for all items, all extensions and total amount of bid must be shown. Show unit prices in both words and figures and where conflict occurs, the written or typed words shall prevail, and the bid shall be adjusted accordingly.

Item No.	Description	Item with Unit Price to be Written in Words	Unit Price: Dollars/Cents	Total Price: Dollars/Cents
1.	Façade Demolition	Fifty-Six Thousand Three Hundred Twenty Dollars and 20/100	\$56,320.20	
2.	X-Out and Infill Material	Two Hundred Twenty-Six Thousand Four Hundred Eighty-Six Dollars and 00/100	\$226,486.00	
3.	Slabe on Grade	Fourty-One Thousand Two Hundred Fifty-Four Dollars and 80/100	\$41,254.80	
4.				
5.				
6.				
7.				
8.				

Total Bid Price (include written number and numerical spelling:

Three Hundred Twenty-Four Thousand Sixty-One Dollars and 00/100
\$324,061.00

BIDDER:

Mountain Peak Builders, LLC

NAME OF COMPANY

SIGNATURE OF INDIVIDUAL COMPLETING BID

Brian Brown

NAME OF INDIVIDUAL COMPLETING BID

9-17-25
DATE OF BID SUBMISSION

Bidder Initials:

Page 11 of 35

SIGNATURE PAGE

IF BIDDER IS:

AN INDIVIDUAL

By: _____ doing business as: _____
(Name)

Address: _____ Phone: _____

A PARTNERSHIP (LLC)

By: Mountain Peak Builders LLC (seal)
(Firm Name)

Tom S. [Signature]
(General Partner)

Business Address: 2801 E 2nd St Gillette, WY 82718 Phone: 307-685-8074

A CORPORATION

By: _____ of _____
(Corporation Name) (State of Incorporation)

By: _____ (Signature) _____ (Title)

ATTEST: _____ (Corporate Seal)

Business Address: _____ Phone: _____

A JOINT VENTURE

By: _____ Address: _____

By: _____ Address: _____

By: _____ Address: _____

By: _____ Address: _____

(Each member of the joint venture must sign; attach additional sheet if necessary.)

Bidder Initials: [Signature]
Page 12 of 35

NON-COLLUSION AFFIDAVIT - CONSTRUCTION

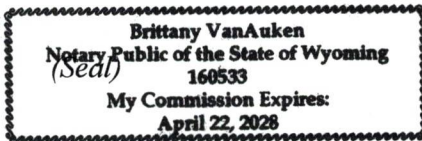
STATE OF Wyoming)
) ss.
COUNTY OF Campbell)

NON-COLLUSION AFFIDAVIT

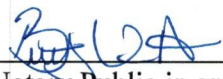
Trevor Schilling, being first duly sworn, in his oath says that the bid above submitted is a genuine and not a sham or collusive bid or made in the interest or on behalf of any person not therein named; and he further says that the said Bidder has not directly or indirectly induced or solicited any Bidder on the above work or supplies to put in a sham bid, or any other person or corporation to refrain from bidding; and that said Bidder has not in any manner sought by collusion to secure to self an advantage over any other Bidder or Bidders.

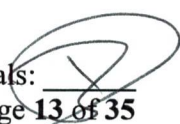
CONTRACTOR: 

Subscribed and sworn to before me this 16 day of September, 2025.



My Commission expires: April 22, 2028


Notary Public in and for the State of Wyoming
residing at 2801 E 2nd St Gillette WY 82718

Bidder Initials: 
Page 13 of 35

My Commission Expires
April 22, 2028
160833
Barbara V. Anderson
Notary Public of the State of Wyoming

BID BOND - CONSTRUCTION

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Mountain Peak Builders, LLC as Principal, and Western Surety Company, as Surety, are hereby held and firmly bound unto the City of Douglas, Wyoming, as Owner, in the penal sum of Five Percent of Amount Bid (5%), for payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our successors and assigns.

Signed, this 15th day of September, 2025.

The condition of the above obligation is such that whereas the Principal has submitted to the City of Douglas, Wyoming, a certain bid, attached hereto and hereby made a part hereof, to enter into a contract in writing for the Project #9855869; Removal of Facade, add concrete pad for plaza; 112 N 2nd St., Douglas, WY 82633

NOW, THEREFORE,

- a. If said bid shall be rejected, or
- b. If said bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said bid) and shall furnish a Performance/Contractor's Bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith and shall in all respects perform the agreement created by the acceptance of said bid, then this obligation shall be void. Otherwise, the same shall remain in force and effect; it being expressly understood and agreed that the liability of the 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 in no way be impaired or affected by any extension of the time within which the Owner may accept such bid; 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, the day and year first set forth above.

PRINCIPAL: Mountain Peak Builders, LLC

By:  (seal)

Trang Johnson, Director of Accounting

SURETY: Western Surety Company

By:  (seal)

Carrie M. McCartney, Attorney-In-Fact

IMPORTANT: Surety companies executing BONDS must appear in the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Wyoming.

Bidder Initials: TS
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Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Michael J Maguire, Daniel P Maguire, Kevin G Maguire, Carrie M McCartney, Jesse J Carr, Austin L Olivier, Richard N Maguire, Individually

of Rapid City, SD, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 18th day of October, 2023.



WESTERN SURETY COMPANY

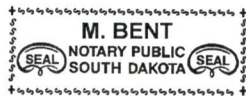
Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 18th day of October, 2023, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 15th day of September, 2025.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

“RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company.”

Go to www.cnasurety.com > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.



STATE OF WYOMING

CERTIFICATE OF RESIDENCY



Contractor Number: 0822

THIS CERTIFIES THAT:

MOUNTAIN PEAK BUILDERS, 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 23RD DAY OF JUNE TWO THOUSAND AND 25

Lee Williams

Lee Williams, Business Consultant Manager

EXPIRATION DATE: 6/22/2026

To verify the authenticity of the certificate,
please contact our office at 307-777-7261 or visit
dws.wyo.gov/dws-division/labor-standards



CERTIFICATE SERIAL NUMBER: 2306202566

SCHEDULE OF PRICES

Unit prices for all items, all extensions and total amount of bid must be shown. Show unit prices in both words and figures and where conflict occurs, the written or typed words shall prevail, and the bid shall be adjusted accordingly.

Item No.	Description	Item with Unit Price to be Written in Words	Unit Price: Dollars/Cents	Total Price: Dollars/Cents
1.	NA			
2.				
3.				
4.				
5.				
6.				
7.				
8.				

Total Bid Price (include written number and numerical spelling:

1,125,000.00 One Million, One Hundred and Twenty Five Thousand Dollars.

BIDDER:

Buildings By Design

NAME OF COMPANY

SIGNATURE OF INDIVIDUAL COMPLETING BID

Jeffery Grauer

NAME OF INDIVIDUAL COMPLETING BID

9/18/2025

DATE OF BID SUBMISSION

Bidder Initials: 
Page 11 of 35

SIGNATURE PAGE

IF BIDDER IS:

AN INDIVIDUAL

By: _____ doing business as: _____
(Name)

Address: _____ Phone: _____

A PARTNERSHIP

By: _____ (seal)
(Firm Name)

(General Partner)

Business Address: _____ Phone: _____

A CORPORATION

By: Buildings By Design of Colorado
(Corporation Name) (State of Incorporation)

By:  _____
(Signature) Vice Principal
(Title)

ATTEST: _____ (Corporate Seal)

Business Address: 515 Industrial Rd. Brush Co 80723 Phone: 970-3324-3464

A JOINT VENTURE

By: _____ Address: _____

By: _____ Address: _____

By: _____ Address: _____

By: _____ Address: _____

(Each member of the joint venture must sign; attach additional sheet if necessary.)

NON-COLLUSION AFFIDAVIT - CONSTRUCTION

STATE OF Colorado)

) ss.

NON-COLLUSION AFFIDAVIT

COUNTY OF Morgan)

Jeffery Grauer, being first duly sworn, in his oath says that the bid above submitted is a genuine and not a sham or collusive bid or made in the interest or on behalf of any person not therein named; and he further says that the said Bidder has not directly or indirectly induced or solicited any Bidder on the above work or supplies to put in a sham bid, or any other person or corporation to refrain from bidding; and that said Bidder has not in any manner sought by collusion to secure to self an advantage over any other Bidder or Bidders.

CONTRACTOR: Buildings By Design

Subscribed and sworn to before me this 12th day of September, 2025.

(Seal)



Ramie Wolf
Notary Public in and for the State of Colorado
residing at Brush, Colorado Morgan City

My Commission expires: 10/23/2028

Bidder Initials: _____

Page 13 of 35

LOCK BIRDAI
1940 27-10-1941
1941 10-10-1941
1941 10-10-1941

BID BOND - CONSTRUCTION

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Buildings by Design, LLC as Principal, and Philadelphia Indemnity Insurance Company, as Surety, are hereby held and firmly bound unto the City of Douglas, Wyoming, as Owner, in the penal sum of Five Percent (5%) of the Total Bid Amount for payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our successors and assigns.

Signed, this 17th day of September, 2025.

The condition of the above obligation is such that whereas the Principal has submitted to the City of Douglas, Wyoming, a certain bid, attached hereto and hereby made a part hereof, to enter into a contract in writing for the 112 N. 2nd St. Facade Removal & Lot Infill

NOW, THEREFORE,

- a. If said bid shall be rejected, or
- b. If said bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said bid) and shall furnish a Performance/Contractor's Bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith and shall in all respects perform the agreement created by the acceptance of said bid, then this obligation shall be void. Otherwise, the same shall remain in force and effect; it being expressly understood and agreed that the liability of the 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 in no way be impaired or affected by any extension of the time within which the Owner may accept such bid; 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, the day and year first set forth above.

PRINCIPAL:

By: 
Travis Lefever, Managing Member (seal)

SURETY:

By: 
Tim Mitchell, Attorney-in-Fact



IMPORTANT: Surety companies executing BONDS must appear in the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Wyoming.

Bidder Initials: _____
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PHILADELPHIA INSURANCE COMPANIES

A Member of the Tokio Marine Group

One Bala Plaza, Suite 100, Bala Cynwyd, Pennsylvania 19004
610.617.7900 • Fax 610.617.7940 • PHL.Y.com

SURETY BOND SEAL ADDENDUM

PHILADELPHIA INDEMNITY INSURANCE COMPANY

As part of its business continuity efforts during the pendency of the COVID-19 pandemic, Philadelphia Indemnity Insurance Company ("PIIC") has temporarily authorized its Attorneys-in-Fact to affix PIIC's corporate seal in a digital format in lieu of its traditional raised seal to any bond issued on its behalf by any such Attorney-in-Fact.

PIIC agrees and affirms that the digital corporate seal found herein is deemed affixed to the bond and the Power of Attorney with the same effect as if its raised corporate seal had been affixed to the bond itself.

Effective this 20TH day of March, 2020.

Philadelphia Indemnity Insurance Company



By: 
Michael Cundiff, Senior Vice President

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **William R. Greer and Tim Mitchell of Trusted Advisors LLC** its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **\$50,000,000.**

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November 2016.

RESOLVED:

That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

**FURTHER
RESOLVED:**

That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF OCTOBER 2024.

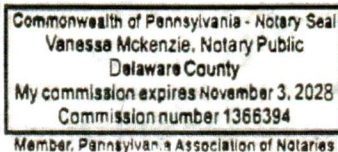


(Seal)

John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of October, 2024 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public:



Member, Pennsylvania Association of Notaries

residing at:

Linwood, PA

My commission expires:

November 3, 2028

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day October 2024 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 17th day of September, 2025.



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY



Agenda Item Report

City Council – September 22, 2025

Item

Bid Award: Washington Park Shelter

Responsible Staff Contact

Brandon Frye

Recommendation

Award Washington Park Shelter Replacement bid to Mountain Peak Builders.

Executive Summary

The City of Douglas Parks Dept. solicited bids for the Washington Park Picnic Shelter Replacement. The City of Douglas opened bids on September 17th, 2025. There were multiple plan holders, and five bids were received.

Mountain Peak Builders	\$184,211.20.
Knife River	\$246,000
Falcon Construction	\$211,900
Ponderosa Builders	\$188,000 + 5% out of state
K&R Construction	\$198,000

Background

Washington Park is our oldest and busiest legacy park. It is unknown when the existing shelter was installed but is estimated to be from the early 70's. The shelter is showing signs of wear from heavy snow loads and decay. The concrete holds pools of water and the retaining wall has cracked and shifted in a few places.

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

SD Commitment

SD Commitment Strategy **City leads by example in maintenance and beautification of parks and public facilities.**

SD Commitment KPI **FAC-01**

SD Outcome

SD Outcome Strategy

SD Outcome KPI

2014 Master Plan

2015 Downtown Master Plan

Budget/Fiscal Impact

Fund/Department Parks improvements
Project/Line Item(s) Preakness shelter replacement
Budgeted Amount \$175,000
Anticipated Amount \$184,211.20

Action Requested/Recommended Motion

Move to accept Mountain Peak construction bid for the Washington Park Shelter replacement in the amount of \$184,211.20 and authorize City Manager to sign all associated documents.

Attachments

1. Knife River
2. Mountain Peak Builders
3. Ponderosa Builders
4. Falcon Construction
5. K & R Construction
6. Bid Tabulation Park shelter 2025

- M. The Owner hereby notifies all Bidders that it will affirmatively insure that pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, creed, color, sex, physical or mental disabilities, or national origin in consideration of an award.

BID FORMS

PROJECT IDENTIFICATION:

New Washington Park Shelter

THIS BID IS TO BE SUBMITTED TO:

City of Douglas, Attn: City Clerk
P.O. Box 1030, 101 N. 4th Street
Douglas, WY 82633

1. The following documents are attached to and made a condition of this bid:
 - a. Bid Schedule of Prices: The unit price bid must be shown in the space provided. Show unit prices in both words and figures.
 - b. Bidder Signature Sheet: To be filled in and signed by the Bidder.
 - c. Non-collusion Affidavit: Must be subscribed to and sworn before a Notary Public.
 - d. Bond Accompanying Bid: This form is to be executed by the Bidder and the Surety company unless bid is accompanied by a certified check. The amount of this bond be no less than five percent (5%) of the total amount bid and may be shown in dollars or on a percentage basis.
2. The undersigned Bidder agrees, if this bid is accepted, to enter into an Agreement with Owner in the form similar to that included in the Contract Documents and to complete all Work as specified or indicated in the Contract Documents for the Contract Price within the contract time specified in the Instructions to Bidder.
3. Bidder accepts all the terms and conditions of the Advertisement for bids and Instructions to Bidders, including those dealing with the disposition of bid security. This bid will remain open for thirty (30) days after the day of bid opening. Bidder will sign the Agreement and submit the Bonds and other documents required by the Contract Documents within fifteen (15) days after the date of Owner's Notice of Award.
4. In submitting this bid, Bidder represents, as more fully set forth in the agreement, the Bidder has examined copies of all bidding documents and of the following addenda (receipt of which is hereby acknowledged).
 - a. Addendum No. 1 Dated 9/12/25
 - b. Addendum No. 2 Dated 9/16/25
 - Addendum No. _____ Dated _____

Bidder Initials: PO
Page 8 of 36

- A. The Owner reserves the right to reject any and/or all bids, to waive as an informality any irregularities contained in a bid, and accept any bid which best serve the interest of the City of Douglas
- B. A Bidder may withdraw his or her proposal at any time prior to the time set for the opening of the bids without penalty
- C. The Owner expressly reserves the right to increase or decrease the quantities during construction.
- D. The Owner may make reasonable changes in design, providing such changes do not materially change the intent of the basic contract. The amount of work to be paid for shall be based upon the actual quantities performed.
- E. Any interpretation or correction of any of the bidding documents will be made only by written addendum. Receipt of each addendum shall be acknowledged in the bid proposal.
- F. If any Bidder is in doubt as to the true meaning of any part of the bidding documents, he or she may submit to the Owner a written request for an interpretation thereof. The Bidder submitting the request will be responsible for its prompt delivery not less than five (5) days prior to the date set for opening bids.
- G. The Owner will not be responsible for verbal answers to any inquiries regarding the meaning of the Bidding Documents which may be given prior to the award of the Contract.
- H. No change shall be made in the wording of the bidding documents. Any explanatory matter which the Bidder may wish to submit shall be in the form of a separate letter accompanying the bid proposal.
- I. The Owner reserves the right to make such alterations in the plans or in the quantities of work as may be considered necessary. Such alterations shall be submitted in writing to the Contractor by the Owner and shall not be considered as a waiver of any conditions of the successful Contractor nor invalidate any of the provisions thereof.
- J. When alteration requires the execution of a supplemental agreement, the agreement shall be fully executed before any work on the alteration is started.
- K. The policy of the Owner is to provide and afford equal treatment and service to all citizens and assure equal employment opportunity based on ability and fitness to all persons regardless of race, creed, national origin, sex, physical or mental disabilities or age. This policy shall apply to every aspect of employment practices, employee treatment and public contact.
- L. No qualified individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs or activities of the City of Douglas, or be subjected to discrimination. Pursuant to the American's with Disabilities Act, reasonable accommodation for persons with disabilities who wish to participate in these services, programs, or activities shall be made upon request to the City Administrator, City of Douglas ADA Coordinator, at Douglas City Hall, 101 North 4th Street, Douglas, Wyoming.

Bidder Initials: PO
Page 7 of 36

5. 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 made such independent investigations as Bidder deems necessary.
6. Bidder accepts the provisions of the Agreement as to liquidate 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 an estimate as possible to actual damages. Any exceptions or objections to this provision are stated in writing and attached hereto by Bidder.
7. Communications concerning this bid shall be addressed to Bidder's Representative (please print):

Name	JTL Group, Inc. dba Knife River
Address	PO Box 610
City/State/Zip	Casper, WY, 82602
Phone No.	(307) 237-9346
Email	phillip.ostrander@kniferiver.com
Fax No.	(307) 234-7211

The following forms, samples of which are included in this Project Manual, are to be executed after the contract is awarded:

- a. Contract: This agreement to be executed by the successful Bidder.
- b. Performance/Contractor's Bond: To be executed by the successful Bidder and his or her Surety company.
- c. Appropriate City of Douglas contractor's license: To be executed by the successful Bidder after award and before project startup.

Bidder Initials: PO

Page 9 of 36

SCHEDULE OF PRICES

Unit prices for all items, all extensions and total amount of bid must be shown. Show unit prices in both words and figures and where conflict occurs, the written or typed words shall prevail, and the bid shall be adjusted accordingly.

Item No.	Description	Unit	Unit Price: Dollars/Cents	Total Price: Dollars/Cents
1.	Furnish & Install one (1) New Specified Picnic Shelter	Lump Sum	\$ 126,315.00 one hundred twenty six thousand three hundred fifteen dollars and zero cents	\$ 126,315.00
2.	Remove and dispose existing Shelter	Lump Sum	\$ 34,610.00 Thirty four thousand six hundred ten dollars and zero cents	\$ 34,610.00
3.	Remove and replace concrete pad and retaining wall	Lump Sum	\$ 85,950.00 Eighty five thousand nine hundred fifty dollars and zero cents	\$ 85,950.00
4.				
5.				
6.				
7.				
8.				

Total Bid Price (include written number and numerical spelling:

Two Hundred Forty Six Thousand Eight Hundred Seventy Five Dollars and zero cents. - \$246,875.00

BIDDER:

JTL Group, Inc. dba Kiferover Phil Ostrander
NAME OF COMPANY NAME OF INDIVIDUAL COMPLETING BID


SIGNATURE OF INDIVIDUAL COMPLETING BID

9/17/25
DATE OF BID SUBMISSION

Bidder Initials: PO
Page 10 of 36

SIGNATURE PAGE

IF BIDDER IS:

AN INDIVIDUAL

By: _____ doing business as: _____
(Name)

Address: _____ Phone: _____

A PARTNERSHIP

By: _____ (seal)
(Firm Name)

Business Address: _____ Phone: _____
(General Partner)

A CORPORATION

By: JTL Group, Inc. dba Knife River of Wyoming
(Corporation Name) (State of Incorporation)

By: [Signature] Rob Jongsma
(Signature) President

ATTEST: [Signature]
(Corporate Seal)

Business Address: PO Box 610
Casper WY 82602
Phone: 307.937.9346

A JOINT VENTURE

By: _____ Address: _____

By: _____ Address: _____

By: _____ Address: _____

By: _____ Address: _____

(Each member of the joint venture must sign; attach additional sheet if necessary.)

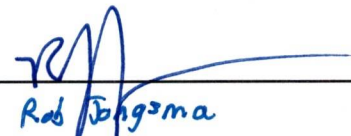
Bidder Initials: PO
Page 11 of 36

NON-COLLUSION AFFIDAVIT - CONSTRUCTION

STATE OF Wyoming)
) ss.
COUNTY OF Natrona)

NON-COLLUSION AFFIDAVIT

Rob Jangma, being first duly sworn, in his oath says that the bid above submitted is a genuine and not a sham or collusive bid or made in the interest or on behalf of any person not therein named; and he further says that the said Bidder has not directly or indirectly induced or solicited any Bidder on the above work or supplies to put in a sham bid, or any other person or corporation to refrain from bidding; and that said Bidder has not in any manner sought by collusion to secure to self an advantage over any other Bidder or Bidders.

CONTRACTOR: 
Rob Jangma



Subscribed and sworn to before me this 11th day of September, 2025


Notary Public in and for the State of WY
residing at 5684 Old Yellowstone Hwy
Casper WY 82601

My Commission expires: 7/22/31



Bidder Initials: 
Page 12 of 36

BID BOND - CONSTRUCTION

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, JTL Group, Inc. dba Knife River as Principal, and Liberty Mutual Insurance Company, as Surety, are hereby held and firmly bound unto the City of Douglas, Wyoming, as Owner, in the penal sum of Five Percent of Amount Bid (5%), for payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our successors and assigns.

Signed, this 15th day of September, 2025.

The condition of the above obligation is such that whereas the Principal has submitted to the City of Douglas, Wyoming, a certain bid, attached hereto and hereby made a part hereof, to enter into a contract in writing for the **New Washington Park Shelter**.

NOW, THEREFORE,

- a. If said bid shall be rejected, or
- b. If said bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said bid) and shall furnish a Performance/Contractor's Bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith and shall in all respects perform the agreement created by the acceptance of said bid, then this obligation shall be void. Otherwise, the same shall remain in force and effect; it being expressly understood and agreed that the liability of the 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 in no way be impaired or affected by any extension of the time within which the Owner may accept such bid; 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, the day and year first set forth above.

PRINCIPAL: JTL Group, Inc. dba Knife River

By: [Signature] (seal)

SURETY: Liberty Mutual Insurance Company

By: [Signature] (seal)
Haley Pflug, Attorney-in-Fact



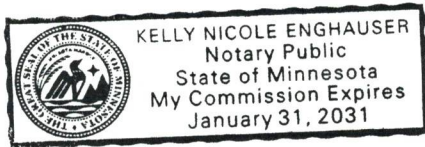
IMPORTANT: Surety companies executing BONDS must appear in the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Wyoming.

Bidder Initials: PO
Page 13 of 36

Surety Acknowledgment

State of Minnesota }
County of Hennepin } ss.

On this 15th day of September 2025, before me personally came Haley Pflug, to me known, who being by me duly sworn, did depose and say that she is the Attorney-in-Fact of Liberty Mutual Insurance Company described in and which executed the above instrument; that she knows the seal of said corporation; that the seal affixed to said instruments is such corporate seal, that it was so affixed by order of the Board of Directors of said corporation, and that she signed her name to it by like order.



Kelly Nicole Enghauser
Notary Public



POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8214569 - 190003**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Blake S. Bohlig, Brian D. Carpenter, Charles Draper, Craig Olmstead, Erik T. Gunkel, Haley Pflug, Heather R. Goedtel, Jessica Hecker, Kathryn E. Kade, Kelly Nicole Enghauser, Laurie Pflug, Michelle Halter, Michelle Ward, Sara Whitfield

all of the city of Bloomington state of MN each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 6th day of August, 2025.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: Nathan J. Zangerle
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 6th day of August, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 15th day of September, 2025.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.





STATE OF WYOMING

CERTIFICATE OF RESIDENCY



Contractor Number: 0064

JTL GROUP, INC./KNIFE RIVER

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 JANUARY TWO THOUSAND AND 25


Michèle Johnson, Program Manager

EXPIRATION DATE: 1/1/2026

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: 0201202515

City of Douglas Parks Department

New Washington Park Shelter

Addendum # 1

9/12/25

- Standing seam roofing will **not** be required. Standard 24 Ga steel roofing panels is acceptable.
- The rocky mountain power meter is located on the existing structure and will need to be moved to the power pole adjacent to the new structure. Approximately 15 feet of underground service will be required to replace the existing overhead service.
- The 8 in 12 roof pitch has been confirmed as the desired pitch. Eave height may vary depending on manufacturer. 7 ft 6 inch is a MINIMUM.
- The footing design provided in the bid package is for reference only. The engineered footing design requirements and construction specific to the proposed shelter will be required.

Acknowledge receipt of Addendum 1 on bid sheet dated 8/28/25 page 8 of bid form.

End of addendum 1

PRE-BID CONFERENCE ATTENDEES

September 11th 2025

New Washington Park Shelter

<u>Name/Representing</u>	<u>Email</u>
Cole Douglass Knife River 307-258-2629	cole.douglass@kniferiver.net
Ron McNare K&R Construction 307-351-4367	rmcnare@krconstruct.com
Brian Brown Mountain Peak Builders 307-939-3333	bbrown@schillingcompanies.com
Other Plan holders	
Brandon Smith A to Z Recreation 303-601-7245	brandon@atozrecreation.com
Josh Obermueller Ponderosa Builders LLC 605-580-1964	josh@ponderosasd.net
Lynne Norton American Playground and Recreation 605-360-2914	l.norton@theamericanplayground.com

City of Douglas Parks Department

New Washington Park Shelter

Addendum # 2

9/16/25

- Per discussion with Rocky Mtn Power, they will turn over ownership of the existing pole to the City. Contractor to Supply and install new 100A Meter Main to be located on this pole.
- Re connect the existing street light and overhead to adjacent floodlight to the meter main with two 20 A breakers.
- The two interior lights are to be, LED Beacon SRT2 EDGE-LIT or approved equal.
- One single gang GFCI Tamper and Weather Resistant receptacle at each column. Two receptacles per 20A breaker. Total number of receptacles not to exceed 8. Location may vary if proposed design columns exceeds 8.
- All conductors will be run through framing beams with no exposed conduit.

Acknowledge receipt of Addendum 2 on bid sheet dated 8/28/25 page 8 of bid form.

End of addendum 2

PRE-BID CONFERENCE ATTENDEES

September 11th 2025

New Washington Park Shelter

<u>Name/Representing</u>	<u>Email</u>
Cole Douglass Knife River 307-258-2629	cole.douglass@kniferiver.net
Ron McNare K&R Construction 307-351-4367	rmcnare@krconstruct.com
Brian Brown Mountain Peak Builders 307-939-3333	bbrown@schillingcompanies.com
Other Plan holders	
Brandon Smith A to Z Recreation 303-601-7245	brandon@atozrecreation.com
Josh Obermueller Ponderosa Builders LLC 605-580-1964	josh@ponderosasd.net
Lynne Norton American Playground and Recreation 605-360-2914	l.norton@theamericanplayground.com
Edwardo Malino Falcon. Const. 307-696-1731	Falconconstruction14@gmail.com
Carl Taylor Scott Bros Electric 307-682-5679	carl@scottbrosinc.com
Rick Andrews Arrow Electric 307-358-2334	randrews@aeiwy.com

BIDDER'S CHECK LIST

The Bidder's attention is especially called to the following forms which must be executed in full as required:

1. Proposal (Bid Form): The unit price bid must be shown in the space provided. Show Total bid price in both words and figures.
2. Proposal Signature Sheet: To be filled in and signed by the Bidder.
3. Non-collusion Affidavit: Must be subscribed to and sworn before a Notary Public.
4. Bond Accompanying Bid: This form is to be executed by the Bidder and the Surety company unless bid is accompanied by a certified check. The amount of this Bond be no less than five percent (5%) of the total amount bid and may be shown in dollars or on a percentage basis.
5. Certificate of Residency
6. Other: _____

The following forms are to be executed after the contract is awarded:

1. Contract: This agreement is to be executed by the successful Bidder.
2. Performance/Contractor's Bond: To be executed by the successful Bidder and his Surety company.
3. Appropriate City of Douglas contractor's license(s): To be executed by the successful Bidder after award and prior to project commencement.
4. Other: _____

Bidder Initials: 
Page 14 of 36

M. The Owner hereby notifies all Bidders that it will affirmatively insure that pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, creed, color, sex, physical or mental disabilities, or national origin in consideration of an award.

BID FORMS

PROJECT IDENTIFICATION: **New Washington Park Shelter**

THIS BID IS TO BE SUBMITTED TO: City of Douglas, Attn: City Clerk
P.O. Box 1030, 101 N. 4th Street
Douglas, WY 82633

1. The following documents are attached to and made a condition of this bid:
 - a. Bid Schedule of Prices: The unit price bid must be shown in the space provided. Show unit prices in both words and figures.
 - b. Bidder Signature Sheet: To be filled in and signed by the Bidder.
 - c. Non-collusion Affidavit: Must be subscribed to and sworn before a Notary Public.
 - d. Bond Accompanying Bid: This form is to be executed by the Bidder and the Surety company unless bid is accompanied by a certified check. The amount of this bond be no less than five percent (5%) of the total amount bid and may be shown in dollars or on a percentage basis.
2. The undersigned Bidder agrees, if this bid is accepted, to enter into an Agreement with Owner in the form similar to that included in the Contract Documents and to complete all Work as specified or indicated in the Contract Documents for the Contract Price within the contract time specified in the Instructions to Bidder.
3. Bidder accepts all the terms and conditions of the Advertisement for bids and Instructions to Bidders, including those dealing with the disposition of bid security. This bid will remain open for thirty (30) days after the day of bid opening. Bidder will sign the Agreement and submit the Bonds and other documents required by the Contract Documents within fifteen (15) days after the date of Owner's Notice of Award.
4. In submitting this bid, Bidder represents, as more fully set forth in the agreement, the Bidder has examined copies of all bidding documents and of the following addenda (receipt of which is hereby acknowledged).
 - a. Addendum No. 1 Dated 09/12/2025
 - b. Addendum No. 2 Dated 09/16/2025
 - Addendum No. _____ Dated _____

Bidder Initials: 

Page 8 of 36

5. 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 made such independent investigations as Bidder deems necessary.
6. Bidder accepts the provisions of the Agreement as to liquidate 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 an estimate as possible to actual damages. Any exceptions or objections to this provision are stated in writing and attached hereto by Bidder.
7. Communications concerning this bid shall be addressed to Bidder's Representative (please print):

Name	Brian Brown
Address	2801 E 2nd St
City/State/Zip	Gillette, WY 82718
Phone No.	307-939-3333
Email	bbrown@schillingcompanies.com
Fax No.	N/A

The following forms, samples of which are included in this Project Manual, are to be executed after the contract is awarded:

- a. Contract: This agreement to be executed by the successful Bidder.
- b. Performance/Contractor's Bond: To be executed by the successful Bidder and his or her Surety company.
- c. Appropriate City of Douglas contractor's license: To be executed by the successful Bidder after award and before project startup.

Bidder Initials: 

Page 9 of 36

SCHEDULE OF PRICES

Unit prices for all items, all extensions and total amount of bid must be shown. Show unit prices in both words and figures and where conflict occurs, the written or typed words shall prevail, and the bid shall be adjusted accordingly.

Item No.	Description	Unit	Unit Price: Dollars/Cents	Total Price: Dollars/Cents
1.	Furnish & Install one (1) New Specified Picnic Shelter	Lump Sum	One Hundred Eight Thousand, Nine Hundred Thirty Dollars and 20/100 \$108,930.20	
2.	Remove and dispose existing Shelter	Lump Sum	Thirty-Two Thousand Five Hundred Ten Dollars and 40/100 \$32,510.40	
3.	Remove and replace concrete pad and retaining wall	Lump Sum	Forty-Two Thousand Seven Hundred Seventy Dollars and 40/100 \$42,770.40	
4.				
5.				
6.				
7.				
8.				

Total Bid Price (include written number and numerical spelling:

One Hundred Eighty-Four Thousand, Two Hundred Eleven Dollars and 20/100
\$184,211.20

BIDDER:

Mountain Peak Builders, LLC

NAME OF COMPANY

SIGNATURE OF INDIVIDUAL COMPLETING BID

Brian Brown

NAME OF INDIVIDUAL COMPLETING BID

DATE OF BID SUBMISSION

Bidder Initials.

Page 10 of 36

SIGNATURE PAGE

IF BIDDER IS:

AN INDIVIDUAL

By: _____ doing business as: _____
(Name)

Address: _____ Phone: _____

A PARTNERSHIP (LLC)

By: Mountain Peak Builders LLC (seal)
(Firm Name)

Tamara [Signature]
(General Partner)

Business Address: 2801 E 2nd St Gillette WY 82718 Phone: 307-685-8074

A CORPORATION

By: _____ of _____
(Corporation Name) (State of Incorporation)

By: _____ (Signature) _____ (Title)

ATTEST: _____ (Corporate Seal)

Business Address: _____ Phone: _____

A JOINT VENTURE

By: _____ Address: _____

By: _____ Address: _____

By: _____ Address: _____

By: _____ Address: _____

(Each member of the joint venture must sign; attach additional sheet if necessary.)

Bidder Initials: B

Page 11 of 36

NON-COLLUSION AFFIDAVIT - CONSTRUCTION

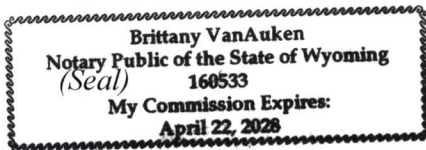
STATE OF Wyoming)
) ss.
COUNTY OF Campbell)

NON-COLLUSION AFFIDAVIT

Trevor Schilling, being first duly sworn, in his oath says that the bid above submitted is a genuine and not a sham or collusive bid or made in the interest or on behalf of any person not therein named; and he further says that the said Bidder has not directly or indirectly induced or solicited any Bidder on the above work or supplies to put in a sham bid, or any other person or corporation to refrain from bidding; and that said Bidder has not in any manner sought by collusion to secure to self an advantage over any other Bidder or Bidders.

CONTRACTOR: 

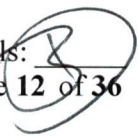
Subscribed and sworn to before me this 16 day of September, 2025.



My Commission expires: April 22, 2028



Notary Public in and for the State of Wyoming
residing at 2801 E 2nd St Gillette, WY 82718

Bidder Initials: 
Page 12 of 36

Notary Public of the State of Wyoming
180833
My Commission Expires
April 25, 2026
Brentley J. Anderson

BID BOND - CONSTRUCTION

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Mountain Peak Builders, LLC as Principal, and Western Surety Company, as Surety, are hereby held and firmly bound unto the City of Douglas, Wyoming, as Owner, in the penal sum of Five Percent of Amount Bid (5%), for payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our successors and assigns.

Signed, this 15th day of September, 2025.

The condition of the above obligation is such that whereas the Principal has submitted to the City of Douglas, Wyoming, a certain bid, attached hereto and hereby made a part hereof, to enter into a contract in writing for the **New Washington Park Shelter**.

NOW, THEREFORE,

- a. If said bid shall be rejected, or
- b. If said bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said bid) and shall furnish a Performance/Contractor's Bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith and shall in all respects perform the agreement created by the acceptance of said bid, then this obligation shall be void. Otherwise, the same shall remain in force and effect; it being expressly understood and agreed that the liability of the 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 in no way be impaired or affected by any extension of the time within which the Owner may accept such bid; 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, the day and year first set forth above.

PRINCIPAL: Mountain Peak Builders, LLC

By: [Signature] (seal)

Trana Johnson, Director of Accounting

SURETY: Western Surety Company

By: [Signature] (seal)

Carrie M McCartney, Attorney-In-Fact

IMPORTANT: Surety companies executing BONDS must appear in the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Wyoming.

Bidder Initials: TS
Page 13 of 36



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Michael J Maguire, Daniel P Maguire, Kevin G Maguire, Carrie M McCartney, Jesse J Carr, Austin L Olivier, Richard N Maguire, Individually

of Rapid City, SD, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 18th day of October, 2023.



WESTERN SURETY COMPANY

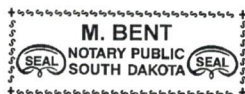
Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 18th day of October, 2023, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 15th day of September, 2025.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

“RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company.”

Go to www.cnasurety.com > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.



STATE OF WYOMING

CERTIFICATE OF RESIDENCY



Contractor Number: 0822

THIS CERTIFIES THAT:

MOUNTAIN PEAK BUILDERS, 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 23RD DAY OF JUNE TWO THOUSAND AND 25

Lee Williams

Lee Williams, Business Consultant Manager

EXPIRATION DATE: 6/22/2026

To verify the authenticity of the certificate,
please contact our office at 307-777-7261 or visit
dws.wyo.gov/dws-division/labor-standards



CERTIFICATE SERIAL NUMBER: 2306202566

M. The Owner hereby notifies all Bidders that it will affirmatively insure that pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, creed, color, sex, physical or mental disabilities, or national origin in consideration of an award.

BID FORMS

PROJECT IDENTIFICATION: New Washington Park Shelter

THIS BID IS TO BE SUBMITTED TO: City of Douglas, Attn: City Clerk
P.O. Box 1030, 101 N. 4th Street
Douglas, WY 82633

1. The following documents are attached to and made a condition of this bid:
 - a. Bid Schedule of Prices: The unit price bid must be shown in the space provided. Show unit prices in both words and figures.
 - b. Bidder Signature Sheet: To be filled in and signed by the Bidder.
 - c. Non-collusion Affidavit: Must be subscribed to and sworn before a Notary Public.
 - d. Bond Accompanying Bid: This form is to be executed by the Bidder and the Surety company unless bid is accompanied by a certified check. The amount of this bond be no less than five percent (5%) of the total amount bid and may be shown in dollars or on a percentage basis.
2. The undersigned Bidder agrees, if this bid is accepted, to enter into an Agreement with Owner in the form similar to that included in the Contract Documents and to complete all Work as specified or indicated in the Contract Documents for the Contract Price within the contract time specified in the Instructions to Bidder.
3. Bidder accepts all the terms and conditions of the Advertisement for bids and Instructions to Bidders, including those dealing with the disposition of bid security. This bid will remain open for thirty (30) days after the day of bid opening. Bidder will sign the Agreement and submit the Bonds and other documents required by the Contract Documents within fifteen (15) days after the date of Owner's Notice of Award.
4. In submitting this bid, Bidder represents, as more fully set forth in the agreement, the Bidder has examined copies of all bidding documents and of the following addenda (receipt of which is hereby acknowledged).
 - a. Addendum No. 1 Dated 8/28/25
 - b. Addendum No. 2 Dated 9/16/25
 - Addendum No. _____ Dated _____

Bidder Initials: g
Page 8 of 36

5. 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 made such independent investigations as Bidder deems necessary.
6. Bidder accepts the provisions of the Agreement as to liquidate 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 an estimate as possible to actual damages. Any exceptions or objections to this provision are stated in writing and attached hereto by Bidder.
7. Communications concerning this bid shall be addressed to Bidder's Representative (please print):

Name	Josh Obermueler
Address	619 LAWRENCE ST Belle Fourche, SD 57717
City/State/Zip	Belle Fourche, SD 57717
Phone No.	605-580-1964
Email	josh@ponderosa.sd.net
Fax No.	

The following forms, samples of which are included in this Project Manual, are to be executed after the contract is awarded:

- a. Contract: This agreement to be executed by the successful Bidder.
- b. Performance/Contractor's Bond: To be executed by the successful Bidder and his or her Surety company.
- c. Appropriate City of Douglas contractor's license: To be executed by the successful Bidder after award and before project startup.

Bidder Initials: _____

Page 9 of 36

SCHEDULE OF PRICES

Unit prices for all items, all extensions and total amount of bid must be shown. Show unit prices in both words and figures and where conflict occurs, the written or typed words shall prevail, and the bid shall be adjusted accordingly.

Item No.	Description	Unit	Unit Price: Dollars/Cents	Total Price: Dollars/Cents
1.	Furnish & Install one (1) New Specified Picnic Shelter	Lump Sum		
2.	Remove and dispose existing Shelter	Lump Sum	123,000	123,000
3.	Remove and replace concrete pad and retaining wall	Lump Sum	25,000	25,000
4.			40,000	40,000
5.				
6.				
7.				
8.				

Total Bid Price (include written number and numerical spelling: ~~\$~~188,000

ONE HUNDRED EIGHTY EIGHT THOUSAND DOLLARS ~~00~~/~~100~~

BIDDER:

Ponderosa Builders LLC

NAME OF COMPANY

[Signature]

SIGNATURE OF INDIVIDUAL COMPLETING BID

Josh Obermuller

NAME OF INDIVIDUAL COMPLETING BID

9/16/25

DATE OF BID SUBMISSION

Bidder Initials: [Signature]

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SIGNATURE PAGE

IF BIDDER IS:

AN INDIVIDUAL

By: _____ doing business as: _____
(Name)
Address: _____ Phone: _____

A PARTNERSHIP

By: _____ (seal)
(Firm Name)

(General Partner)
Business Address: _____ Phone: _____

A CORPORATION

By: Ponderosa Builders LLC of SD
(Corporation Name) (State of Incorporation)
By: [Signature] Construction MGR
(Signature) (Title)
ATTEST: [Signature] (Corporate Seal)

Business Address: 617 LAWRENCE ST
Belle Fourche, SD 57717
Phone: 605-580-1964

A JOINT VENTURE

By: _____ Address: _____
By: _____ Address: _____
By: _____ Address: _____
By: _____ Address: _____

(Each member of the joint venture must sign; attach additional sheet if necessary.)

Bidder Initials: [Signature]
Page 11 of 36

NON-COLLUSION AFFIDAVIT - CONSTRUCTION

STATE OF South Dakota
) ss.
COUNTY OF Butte

NON-COLLUSION AFFIDAVIT

Josh Obermüller, being first duly sworn, in his oath says that the bid above submitted is a genuine and not a sham or collusive bid or made in the interest or on behalf of any person not therein named; and he further says that the said Bidder has not directly or indirectly induced or solicited any Bidder on the above work or supplies to put in a sham bid, or any other person or corporation to refrain from bidding; and that said Bidder has not in any manner sought by collusion to secure to self an advantage over any other Bidder or Bidders.

CONTRACTOR: Ponderosa Builders LLC
[Signature] JOSH OBERMÜLLER

Subscribed and sworn to before me this 16 day of September, 2025.

(Seal)

[Signature]
Notary Public in and for the State of SD
residing at South Dakota

My Commission expires: 9/19/25



Bidder Initials [Signature]
Page 12 of 36

BID BOND - CONSTRUCTION

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Ponderosa Builders, LLC as Principal, and Old Republic Surety Company, as Surety, are hereby held and firmly bound unto the City of Douglas, Wyoming, as Owner, in the penal sum of Five Percent of Amount Bid (5%), for payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our successors and assigns.

Signed, this 15th day of September, 20 25.

The condition of the above obligation is such that whereas the Principal has submitted to the City of Douglas, Wyoming, a certain bid, attached hereto and hereby made a part hereof, to enter into a contract in writing for the **New Washington Park Shelter**.

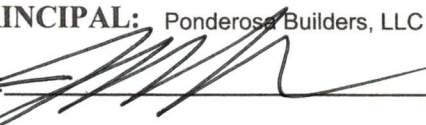
NOW, THEREFORE,

- a. If said bid shall be rejected, or
- b. If said bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said bid) and shall furnish a Performance/Contractor's Bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith and shall in all respects perform the agreement created by the acceptance of said bid, then this obligation shall be void. Otherwise, the same shall remain in force and effect; it being expressly understood and agreed that the liability of the 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 in no way be impaired or affected by any extension of the time within which the Owner may accept such bid; and said Surety does hereby waive notice of any such extension.

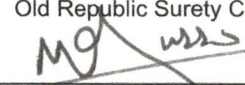
IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

PRINCIPAL: Ponderosa Builders, LLC

By: 

(seal)

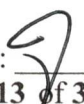
SURETY: Old Republic Surety Company

By: 

(seal)

Matthew Gusso - Attorney-in-Fact

IMPORTANT: *Surety companies executing BONDS must appear in the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Wyoming.*

Bidder Initials: 

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STATE OF South Dakota

COUNTY OF Lincoln

I, Jennifer Rinehart Notary Public of Lincoln

County, in the State of South Dakota, do hereby certify that

Matthew D. Gusso Attorney-in-Fact, of
Old Republic Surety Company

who is personally known to me to be the same person whose name is
subscribed to the foregoing instrument, appeared before me this day in person, and
acknowledged that he/she signed, sealed, and delivered said instrument, for and on behalf of the

Old Republic Surety Company

for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of
Sioux Falls, SD in said County, this 15th day of September

A.D. 2025.



Jennifer Rinehart
Notary Public Jennifer Rinehart

My Commission Expires: March 27, 2031

9



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

Jason Gusso, Travis L. Gusso, Nick D. Gusso, Matthew D. Gusso, Jeremy A. Miller of Sioux Falls, SD

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, **(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds)**, as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile 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 affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 5th day of August, 2025.

Assistant Secretary



OLD REPUBLIC SURETY COMPANY

President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 5th day of August, 2025, personally came before me, Alan Pavlic and Kevin J. Abitz, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Notary Public

My Commission Expires: September 28, 2026

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

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

40-5406



Signed and sealed at the City of Brookfield, WI this 15th day of September, 2025

Assistant Secretary

ORSC 22262 (3-06)

Gusso Surety Bonds, Inc.

BIDDER'S CHECK LIST

The Bidder's attention is especially called to the following forms which must be executed in full as required:

- ✓ 1. Proposal (Bid Form): The unit price bid must be shown in the space provided. Show Total bid price in both words and figures.
- ✓ 2. Proposal Signature Sheet: To be filled in and signed by the Bidder.
- ✓ 3. Non-collusion Affidavit: Must be subscribed to and sworn before a Notary Public.
- ✓ 4. Bond Accompanying Bid: This form is to be executed by the Bidder and the Surety company unless bid is accompanied by a certified check. The amount of this Bond be no less than five percent (5%) of the total amount bid and may be shown in dollars or on a percentage basis.
- 5. Certificate of Residency *N/A - SOUTH DAKOTA BUSINESS*
- 6. Other: _____

The following forms are to be executed after the contract is awarded:

- 1. Contract: This agreement is to be executed by the successful Bidder.
- 2. Performance/Contractor's Bond: To be executed by the successful Bidder and his Surety company.
- 3. Appropriate City of Douglas contractor's license(s): To be executed by the successful Bidder after award and prior to project commencement.
- 4. Other: _____

Bidder Initials: A
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CITY OF DOUGLAS
INSTRUCTIONS TO BIDDERS – CONSTRUCTION
August 28th 2025

1. DEFINED TERMS

- A. The term “OWNER” means the City of Douglas, a municipal corporation, located at 101 North 4th Street, P.O. Box 1030, Douglas, Wyoming 82633.
- B. The term “BIDDER” means the individual person or company who submits a bid directly to the Owner and is distinct and separate from any sub-bidder, who submits a bid to a Bidder.
- C. The term “SUCCESSFUL BIDDER” means the lowest, qualified, responsible, and responsive Bidder who receives the project award based on the Owner's evaluation per W.S. 15-1-113(c).
- D. The term “BIDDING DOCUMENTS” includes the instructions to bidders, the bid form (including bid schedule, if applicable), drawings, specifications, and all proposed contract documents (including all addenda issued prior to receipt of bids, if applicable).
- E. The term “CONTRACTOR” means the individual person or company who is the successful Bidder and enters into a contract agreement with the Owner for the specified project.

2. ADVERTISEMENT FOR BIDS

- A. Sealed bids for **New Washington Park Shelter** will be received at Douglas City Hall, 101 N. 4th Street, until **2:15 PM MST on 9/17/2025** and then will be publicly opened and read aloud. Any bids received after the specified date and time will not be accepted or considered. Approved bidding documents may be obtained at **Public works Parks Dept**, or on the City of Douglas website at www.cityofdouglas.org under the “Bid Postings” tab. A **Non-Mandatory** pre-bid conference will be held at **City of Douglas, Washington Park Middle Shelter September 11th at 1:30 PM**; prospective bidders are **Encouraged** to attend. Each bid must be submitted on the bid form and accompanied by bid security payable to the City of Douglas as prescribed in the bidding documents in an amount not less than five percent (5%) of the amount bid. The successful Bidder may be required to furnish the necessary additional bond(s) for the faithful performance of the work as prescribed in the bidding documents. Bids may be subject to the Wyoming Preference Act. Mail submitted bids to the City Clerk, City of Douglas, P.O. Box 1030, Douglas, WY 82633, or deliver to the City Clerk at 101 N. 4th Street, Douglas, WY. To perform public work, the successful Bidder and subcontractors, prior to contract award, shall hold or obtain such licenses as required by State Statutes and federal and local laws and regulations. The City of Douglas reserves the right to reject any and all bids, to waive as an informality any irregularities contained in a bid, and to accept the bid that serves the best interests of the City.
/s/ Devon Litzsinger, City Clerk; Published: **September 3rd and 10th**, Douglas Budget

3. BID DOCUMENTS AND REQUIREMENTS

- A. Approved bidding documents will be available at the City of Douglas, **Public works Parks Dept 710 E Richards st**, Douglas Wyoming 82633, and, on the City of Douglas website, www.cityofdouglas.org, under “Bid Postings/Related Documents” section.

Bidder Initials: Sm
Page 3 of 36

- B. Interested bidders must contact Parks Director Brandon Frye bfrye@cityofdouglas.org to be placed on the plan holders list. Confirmation of contact will be sent by email within 2 working days. Call Public Works Parks Department @ 307-358-9750 ext4 if you do not receive confirmation. Any addendums will be emailed only to those bidders on the plan holders list.
- C. Bidding documents shall state a minimum of:
- i. the location and description of the contemplated construction;
 - ii. provide an estimate of the various quantities and kinds of work to be performed and/or materials to be furnished;
 - iii. an estimation of all labor and material reasonably necessary for the proper execution of the work;
 - iv. a schedule of items for which unit bid prices are asked, including appropriate places to indicate such prices;
 - v. a signature page;
 - vi. a non-collusion affidavit; and
 - vii. a bid bond form.
- D. All bids must be clearly marked New Washington Park Shelter with the Bidder's name and the time and date of the opening on the outside of the sealed envelope.
- E. If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the plans, specifications or other documents, he may submit to the Owner's representative a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery not less than five (5) days prior to the date set for opening bids. Any interpretation of the proposed documents will be made by an addendum duly issued and a copy of such addendum will be mailed, faxed or delivered to each person receiving a set of the plans and specifications. Each bidder shall acknowledge receipt of each such addendum received in order to have the bid considered. The Owner will not be responsible for any other explanations or interpretations of the proposed documents.
- F. The successful Bidder will be required to adhere to:
- i. The General Requirements and Covenants contained in the "Wyoming Public Works Standard Specifications" (refer to "General Conditions – Construction", Section 1.);
 - ii. To all federal, state, and local laws, ordinances, rules, and regulations;
 - iii. To all bidding documents contained or referenced herein; and
 - iv. May be subject to the Wyoming Preference Act.
- G. The Bidder shall include in the unit bid prices any compensating tax that must be paid.
- H. A certified check, cashier's check, or bid bond in the amount of five percent (5%) of the total amount, including allowances and additive alternates, of the bid must accompany each bid, and must be payable without condition to the Owner as a guarantee that the Bidder, if awarded the Contract, will execute the Agreement.

Bidder Initials: Sm
Page 4 of 36

- I. The Owner will allow a five percent (5%) preference to Wyoming residents. Bidders will supply a Certificate of Residency in compliance with the Wyoming Department of Labor and Statistics.
- J. Complete sets of bidding documents must be used in preparing bids; the Owner does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of bidding documents.
- K. The Owner, in making copies of bidding documents available on the above terms, do so only for the purpose of obtaining bids on the work and do not confer a license or grant for any other use.

4. QUALIFICATIONS OF BIDDERS.

- A. The Bidder must be qualified in experience, financial status, and adequate equipment to do the work called for in the plans and specifications.
- B. If required by Owner in order to demonstrate qualifications to perform the work, each Bidder, whether under contract or under consideration for award of a contract, must be prepared to submit within two (2) days of Owner's request written evidence such as:
 - i. financial data;
 - ii. previous experience;
 - iii. previous project references;
 - iv. present commitments; and
 - v. any other such data as Owner may request, including evidence of authority to conduct business in the jurisdiction where the project is located.
- C. Each bid will be considered a warrant of Bidder's qualification to do business in this state or covenant to obtain such qualification prior to award of the contract.

5. EXAMINATIONS OF SITE WORK, PLANS, AND SPECIFICATIONS

- A. The Bidder will carefully examine the site(s), including material site(s), of the proposed work, and the Bidding Documents including the proposal, plans, general and supplementary conditions, standard specifications, special provisions, addenda, and contract forms. The submission of a bid shall be conclusive evidence that the Bidder has made such examinations and has investigated and is satisfied as to the conditions to be encountered, the character, quantity, materials to be supplied and equipment and labor to be used, and the requirements of the Bidding Documents for performance of the work in full.
- B. The Bidder must be familiar with the following, and no plea of misunderstanding or ignorance of the law will be considered:
 - i. All Federal, State, and local laws and ordinances and regulations which in any manner might affect those engaged or employed in the work; and
 - ii. The materials, equipment or procedures used in the work or which in any other way would affect the conduct of the work.
- C. The Bidder shall determine from his examination the methods, materials, labor and equipment required to perform the work in full.

Bidder Initials: Sm
Page 5 of 36

- D. The quantities, for which unit prices are indicated in the proposal form, are approximate only, and do not constitute a warranty or guarantee by the Owner as to the actual quantities involved in the work. Such quantities are to be used for the purpose of comparison of bids and determining the amount of the performance bond.
- E. If in the performance of the work, the Bidder determines that methods, materials, labor and/or equipment are required beyond those anticipated, the Bidder will not be entitled to additional compensation.

6. PRE-BID MEETING/SITE TOUR

- A. A pre-bid meeting and/or site tour will be held at **City of Douglas, Washington Park Middle Shelter September 11th at 1:30 PM**. This meeting is **Not Mandatory** and bidders are **Encouraged** to attend.

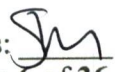
7. REQUIREMENTS OF SUCCESSFUL BIDDER.

- A. The Bidder whose proposal is accepted shall, within fifteen (15) calendar days after receiving notice of award, execute the agreement in accordance with the bidding documents, and shall further furnish a satisfactory bond, conditional for the faithful performance of the contract and for the payment of all obligations as required by W.S. §16-6-112(a) (Public Works and Contracts), in the amount of one hundred percent (100%) of the Contract amount, and executed on the forms contained herewith.
- B. The Bidder shall guarantee all materials and equipment furnished and work performed for a period of one (1) year from the date of final acceptance. The Bond shall remain in full force and effect through the guarantee period.
- C. In the event the Bidder fails or neglects to execute the Contract as required, the Owner will consider that the Bidder has abandoned the Contract, and the bid bond accompanying his or her bid may be immediately forfeited to the Owner as liquidated damages for such failure or neglect.
- D. Prior to signing the Contract, the successful Bidder shall submit an overall construction schedule for the project. This construction schedule shall begin with the proposed date of signing the Contract. The completion date shall be the date specified in the Contract.
- E. Prior to the commencement of any work, the successful Bidder must ensure that all requirements of Douglas Municipal Code are met, including but not limited to obtaining all required building and construction permits, contractor licenses and permits, and any other applicable required licenses, permits, and/or permissions. Bidder shall contact the Community Development Department to verify necessary requirements and obtain necessary licenses and permits.

8. REQUIREMENTS OF THE OWNER.

- A. The remaining checks or bid bonds will be returned to the unsuccessful Bidders within seven (7) days after the Owner and the accepted Bidder have executed the contract.

9. GENERAL PROVISIONS AND INTERPRETATION OF DOCUMENTS

Bidder Initials: 
Page 6 of 36

- A. The Owner reserves the right to reject any and/or all bids, to waive as an informality any irregularities contained in a bid, and accept any bid which best serve the interest of the City of Douglas
- B. A Bidder may withdraw his or her proposal at any time prior to the time set for the opening of the bids without penalty
- C. The Owner expressly reserves the right to increase or decrease the quantities during construction.
- D. The Owner may make reasonable changes in design, providing such changes do not materially change the intent of the basic contract. The amount of work to be paid for shall be based upon the actual quantities performed.
- E. Any interpretation or correction of any of the bidding documents will be made only by written addendum. Receipt of each addendum shall be acknowledged in the bid proposal.
- F. If any Bidder is in doubt as to the true meaning of any part of the bidding documents, he or she may submit to the Owner a written request for an interpretation thereof. The Bidder submitting the request will be responsible for its prompt delivery not less than five (5) days prior to the date set for opening bids.
- G. The Owner will not be responsible for verbal answers to any inquiries regarding the meaning of the Bidding Documents which may be given prior to the award of the Contract.
- H. No change shall be made in the wording of the bidding documents. Any explanatory matter which the Bidder may wish to submit shall be in the form of a separate letter accompanying the bid proposal.
- I. The Owner reserves the right to make such alterations in the plans or in the quantities of work as may be considered necessary. Such alterations shall be submitted in writing to the Contractor by the Owner and shall not be considered as a waiver of any conditions of the successful Contractor nor invalidate any of the provisions thereof.
- J. When alteration requires the execution of a supplemental agreement, the agreement shall be fully executed before any work on the alteration is started.
- K. The policy of the Owner is to provide and afford equal treatment and service to all citizens and assure equal employment opportunity based on ability and fitness to all persons regardless of race, creed, national origin, sex, physical or mental disabilities or age. This policy shall apply to every aspect of employment practices, employee treatment and public contact.
- L. No qualified individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs or activities of the City of Douglas, or be subjected to discrimination. Pursuant to the American's with Disabilities Act, reasonable accommodation for persons with disabilities who wish to participate in these services, programs, or activities shall be made upon request to the City Administrator, City of Douglas ADA Coordinator, at Douglas City Hall, 101 North 4th Street, Douglas, Wyoming.

Bidder Initials: Sm
Page 7 of 36

M. The Owner hereby notifies all Bidders that it will affirmatively insure that pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, creed, color, sex, physical or mental disabilities, or national origin in consideration of an award.

BID FORMS

PROJECT IDENTIFICATION:

New Washington Park Shelter

THIS BID IS TO BE SUBMITTED TO: City of Douglas, Attn: City Clerk
P.O. Box 1030, 101 N. 4th Street
Douglas, WY 82633

1. The following documents are attached to and made a condition of this bid:
 - a. Bid Schedule of Prices: The unit price bid must be shown in the space provided. Show unit prices in both words and figures.
 - b. Bidder Signature Sheet: To be filled in and signed by the Bidder.
 - c. Non-collusion Affidavit: Must be subscribed to and sworn before a Notary Public.
 - d. Bond Accompanying Bid: This form is to be executed by the Bidder and the Surety company unless bid is accompanied by a certified check. The amount of this bond be no less than five percent (5%) of the total amount bid and may be shown in dollars or on a percentage basis.
2. The undersigned Bidder agrees, if this bid is accepted, to enter into an Agreement with Owner in the form similar to that included in the Contract Documents and to complete all Work as specified or indicated in the Contract Documents for the Contract Price within the contract time specified in the Instructions to Bidder.
3. Bidder accepts all the terms and conditions of the Advertisement for bids and Instructions to Bidders, including those dealing with the disposition of bid security. This bid will remain open for thirty (30) days after the day of bid opening. Bidder will sign the Agreement and submit the Bonds and other documents required by the Contract Documents within fifteen (15) days after the date of Owner's Notice of Award.
4. In submitting this bid, Bidder represents, as more fully set forth in the agreement, the Bidder has examined copies of all bidding documents and of the following addenda (receipt of which is hereby acknowledged).
 - a. Addendum No. 1 Dated 9/12/25
 - b. Addendum No. 2 Dated 9/16/25 *sm*
 - Addendum No. Dated

Bidder Initials: *Sm*
Page 8 of 36

5. 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 made such independent investigations as Bidder deems necessary.
6. Bidder accepts the provisions of the Agreement as to liquidate 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 an estimate as possible to actual damages. Any exceptions or objections to this provision are stated in writing and attached hereto by Bidder.
7. Communications concerning this bid shall be addressed to Bidder's Representative (please print):

Name	Eduardo Molina
Address	401 E. 2nd st
City/State/Zip	Gillette WY 82716
Phone No.	307 696 1731
Email	falconconstruction14@gmail.com
Fax No.	

The following forms, samples of which are included in this Project Manual, are to be executed after the contract is awarded:

- a. Contract: This agreement to be executed by the successful Bidder.
- b. Performance/Contractor's Bond: To be executed by the successful Bidder and his or her Surety company.
- c. Appropriate City of Douglas contractor's license: To be executed by the successful Bidder after award and before project startup.

Bidder Initials: Sm
Page 9 of 36

SCHEDULE OF PRICES

Unit prices for all items, all extensions and total amount of bid must be shown. Show unit prices in both words and figures and where conflict occurs, the written or typed words shall prevail, and the bid shall be adjusted accordingly.

Item No.	Description	Unit	Unit Price: Dollars/Cents	Total Price: Dollars/Cents
1.	Furnish & Install one (1) New Specified Picnic Shelter	Lump Sum	\$162,500.00	\$162,500.00
2.	Remove and dispose existing Shelter	Lump Sum	\$9,800.00	\$9,800.00
3.	Remove and replace concrete pad and retaining wall	Lump Sum	\$39,600.00	\$39,600.00
4.				
5.				
6.				
7.				
8.				

Total Bid Price (include written number and numerical spelling:

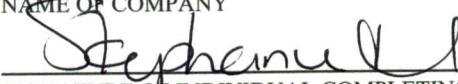
\$211,900.00

Two hundred eleven thousand nine hundred and 00/100

BIDDER:

Falcon Construction LLC

NAME OF COMPANY

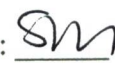

SIGNATURE OF INDIVIDUAL COMPLETING BID

Stephanie Molina

NAME OF INDIVIDUAL COMPLETING BID

9/17/2025

DATE OF BID SUBMISSION

Bidder Initials: 
Page 10 of 36

SIGNATURE PAGE

IF BIDDER IS:

AN INDIVIDUAL

By: _____ doing business as: _____
(Name)
Address: _____ Phone: _____

A PARTNERSHIP

By: _____ (seal)
(Firm Name)

(General Partner)
Business Address: _____ Phone: _____

A CORPORATION

By: Falcon Construction LLC of Wyoming
(Corporation Name) (State of Incorporation)
By: Stephane Mmember
(Signature) (Title)
ATTEST: Viridiana Garibay (Corporate Seal)
401 E. 2nd St
PO BOX 7280
Business Address: Gillette Wy 82717 Phone: 3076228297

A JOINT VENTURE

By: _____ Address: _____
By: _____ Address: _____
By: _____ Address: _____
By: _____ Address: _____

(Each member of the joint venture must sign; attach additional sheet if necessary.)

Bidder Initials: _____
Page 11 of 36

NON-COLLUSION AFFIDAVIT - CONSTRUCTION

STATE OF Wyoming)

) ss.

NON-COLLUSION AFFIDAVIT

COUNTY OF Campbell)

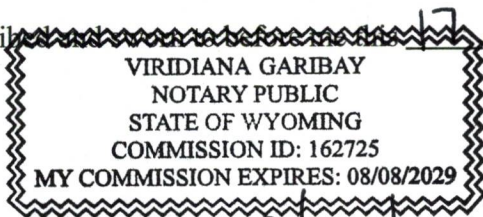
Stephane Molina, being first duly sworn, in his oath says that the bid above submitted is a genuine and not a sham or collusive bid or made in the interest or on behalf of any person not therein named; and he further says that the said Bidder has not directly or indirectly induced or solicited any Bidder on the above work or supplies to put in a sham bid, or any other person or corporation to refrain from bidding; and that said Bidder has not in any manner sought by collusion to secure to self an advantage over any other Bidder or Bidders.

CONTRACTOR:

Stephane Molina
Falcon Construction LLC

Subscribed and sworn to before me this 17 day of September 2020

(Seal)



My Commission expires: 08/08/2029

Viridiana Garibay
Notary Public in and for the State of Wyoming
residing at 1201 Overdale Drive
Gillette WY 82718

Bidder Initials: SM
Page 12 of 36

Bid Bond



AIA

Document A310™ – 2010

CONTRACTOR:

(Name, legal status and address)

FALCON CONSTRUCTION, LLC

2 Cold Springs Court

Gillette, WY 82718

Bid Bond No. NGM00180

SURETY:

(Name, legal status and principal place of business)

NGM Insurance Company

4601 Touchton Road East

Jacksonville, FL 32246

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

City of Douglas

101 N. 4th Street

Douglas, WY 82633

BOND AMOUNT: Five Percent of the Bid Amount (5.00% of Bid Amount)

PROJECT:

(Name, location or address, and Project number, if any)

New Washington Park Shelter

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 17th day of September, 2025.

Viridiana Garibay
(Witness)

Alayna Hammer
(Witness) Alayna Hammer

FALCON CONSTRUCTION, LLC
(Principal)

Stephanell (Seal)

(Title)
NGM Insurance Company
(Surety)

Connie Smith (Seal)
(Title) Connie Smith, Attorney-in-fact

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061110



POWER OF ATTORNEY

KNOW ALL PARTIES BY THESE PRESENTS: That NGM Insurance Company, a Florida corporation having its principal office in the City of Jacksonville, State of Florida, pursuant to Article IV, Section 2 of the By-Laws of said Company, to wit:

"Article IV, Section 2. The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them. "

does hereby make, constitute and appoint **Michael Douglas, Eliot Motu, Samuel Duchow, Kory Mortel, Connie Smith, Christopher Kemp, Julia Douglas, Chris Steinagel**

its true and lawful Attorneys-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed, bonds, undertakings, recognizances, contracts of indemnity, or other writings obligatory in nature of a bond subject to the following limitation:

1. No one bond to exceed Fifty Million Dollars (\$50,000,000.00)

and to bind NGM Insurance Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of NGM Insurance Company; the acts of said Attorney are hereby ratified and confirmed.

This power of attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Directors of NGM Insurance Company at a meeting duly called and held on the 2nd day of December 1977.

Voted: That the signature of any officer authorized by the By-Laws and the company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the company as the original signature of such office and the original seal of the company, to be valid and binding upon the company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, NGM Insurance Company has caused these presents to be signed by its Secretary and its corporate seal to be hereto affixed this 9th day of October, 2024.

NGM INSURANCE COMPANY By:

Lauren K. Powell

Vice President, Corporate Secretary



State of Wisconsin,
County of Dane.

On this 9th day of October, 2024, before the subscriber a Notary Public of State of Wisconsin in and for the County of Dane duly commissioned and qualified, came Lauren K. Powell of NGM Insurance Company, to me personally known to be the officer described herein, and who executed the preceding instrument, and she acknowledged the execution of same, and being by me fully sworn, depose and said that she is an officer of said Company, aforesaid: that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and her signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company; that Article IV, Section 2 of the By-Laws of said Company is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Madison, Wisconsin this 9th day of October, 2024.

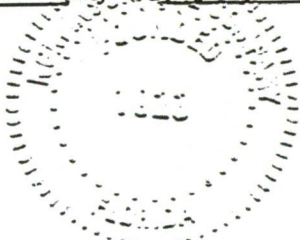
My Commission Expires February 8, 2027



I, Nathan Hoyt, Assistant Vice President of NGM Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Company which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at Madison, Wisconsin this

17th day of September, 2025.



Nathan Hoyt, Assistant Vice President



WARNING: Any unauthorized reproduction or alteration of this document is prohibited.
TO CONFIRM VALIDITY of the attached bond please call 1-603-354-5281.
TO SUBMIT A CLAIM: Send all correspondence to 55 West Street, Keene, NH 03431
Attn: Bond Claim Dept. or call our Bond Claim Dept. at 1-603-358-1437.



AIA® Document A305® – 2020

Contractor's Qualification Statement

THE PARTIES SHOULD EXECUTE A SEPARATE CONFIDENTIALITY AGREEMENT IF THEY INTEND FOR ANY OF THE INFORMATION IN THIS A305-2020 TO BE HELD CONFIDENTIAL.

SUBMITTED BY:

(Organization name and address.)

Falcon Construction LLC
401 E 2nd St
PO Box 7280
Gillette WY 82717

SUBMITTED TO:

(Organization name and address.)

City of Douglas
101 North 4th Street
PO Box 1030
Douglas WY 82633

TYPE OF WORK TYPICALLY PERFORMED

(Indicate the type of work your organization typically performs, such as general contracting, construction manager as constructor services, HVAC contracting, electrical contracting, plumbing contracting, or other.)

General Contracting

THIS CONTRACTOR'S QUALIFICATION STATEMENT INCLUDES THE FOLLOWING:

(Check all that apply.)

- ☒ Exhibit A – General Information
- ☒ Exhibit B – Financial and Performance Information
- ☒ Exhibit C – Project-Specific Information
- ☒ Exhibit D – Past Project Experience
- ☐ Exhibit E – Past Project Experience (Continued)

CONTRACTOR CERTIFICATION

The undersigned certifies under oath that the information provided in this Contractor's Qualification Statement is true and sufficiently complete so as not to be misleading.

Stephanie Moina

Organization's Authorized Representative
Signature

Date

9.17.25

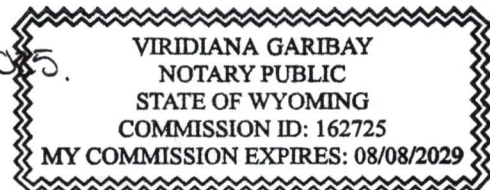
Stephanie Moina - Member
Printed Name and Title

NOTARY

State of: Wyoming
County of: Campbell

Signed and sworn to before me this 17 day of September 2025.

Viridiana Garibay
Notary Signature



My commission expires:

08/08/2029

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User Notes:

(1182360888)



AIA® Document A305® – 2020 Exhibit A

General Information

This Exhibit is part of the Contractor's Qualification Statement, submitted by Falcon Construction LLC and dated the 16 day of September in the year 2025
(In words, indicate day, month and year.)

§ A.1 ORGANIZATION

§ A.1.1 Name and Location

§ A.1.1.1 Identify the full legal name of your organization.

Falcon Construction LLC

§ A.1.1.2 List all other names under which your organization currently does business and, for each name, identify jurisdictions in which it is registered to do business under that trade name.

N/A

§ A.1.1.3 List all prior names under which your organization has operated and, for each name, indicate the date range and jurisdiction in which it was used.

N/A

§ A.1.1.4 Identify the address of your organization's principal place of business and list all office locations out of which your organization conducts business. If your organization has multiple offices, you may attach an exhibit or refer to a website.

401 E. 2nd St
PO BOX 7280
Gillette Wy 82717

§ A.1.2 Legal Status

§ A.1.2.1 Identify the legal status under which your organization does business, such as sole proprietorship, partnership, corporation, limited liability corporation, joint venture, or other.

Limited Liability S Corp

- .1 If your organization is a corporation, identify the state in which it is incorporated, the date of incorporation, and its four highest-ranking corporate officers and their titles, as applicable.

Wyoming

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

- .2 If your organization is a partnership, identify its partners and its date of organization.

N/A

- .3 If your organization is individually owned, identify its owner and date of organization.

Stephanie Molina

- .4 If the form of your organization is other than those listed above, describe it and identify its individual leaders:

N/A

§ A.1.2.2 Does your organization own, in whole or in part, any other construction-related businesses? If so, identify and describe those businesses and specify percentage of ownership.

N/A

§ A.1.3 Other Information

§ A.1.3.1 How many years has your organization been in business?

6

§ A.1.3.2 How many full-time employees work for your organization?

60

§ A.1.3.3 List your North American Industry Classification System (NAICS) codes and titles. Specify which is your primary NAICS code.

238110, 236115, 236220

§ A.1.3.4 Indicate whether your organization is certified as a governmentally recognized special business class, such as a minority business enterprise, woman business enterprise, service disabled veteran owned small business, woman owned small business, small business in a HUBZone, or a small disadvantaged business in the 8(a) Business Development Program. For each, identify the certifying authority and indicate jurisdictions to which such certification applies.

N/A

§ A.2 EXPERIENCE

§ A.2.1 Complete Exhibit D to describe up to four projects, either completed or in progress, that are representative of your organization's experience and capabilities.

§ A.2.2 State your organization's total dollar value of work currently under contract.

13,000,000.00

§ A.2.3 Of the amount stated in Section A.2.2, state the dollar value of work that remains to be completed:

5,000,000.00

§ A.2.4 State your organization's average annual dollar value of construction work performed during the last five years.

12,000,000.00

§ A.3 CAPABILITIES

§ A.3.1 List the categories of work that your organization typically self-performs.

Structural, Framing, Flatwork, Excavation, Water and Sewer. Roofing, Siding, Concrete, Paving, Demolition.

§ A.3.2 Identify qualities, accreditations, services, skills, or personnel that you believe differentiate your organization from others.

Skilled labor force, multiple concrete awards from the Association of Wyoming, mandatory weekly safety meeting, participation of random drug test . Safety and quality are our main focus.

§ A.3.3 Does your organization provide design collaboration or pre-construction services? If so, describe those services.

No

§ A.3.4 Does your organization use building information modeling (BIM)? If so, describe how your organization uses BIM and identify BIM software that your organization regularly uses.

No

§ A.3.5 Does your organization use a project management information system? If so, identify that system.

Buildertrend

§ A.4 REFERENCES

§ A.4.1 Identify three client references:

(Insert name, organization, and contact information)

Hot Iron Inc
1951 Oil Dr
Gillette Wy 82716
Rafael Del Toro
307)689-4130

Action Energy
Josh & Stephanie Wofford
307)527-4321

Colson Construction
Jack Colson
918) 760-0800

§ A.4.2 Identify three architect references:
(Insert name, organization, and contact information)

SR Consulting
Bret Wolz
307-680-82756

KLJ Engineering
Anthony Macdonald
307-6805941

Inberg-Miller Engineers
Gerald Williams
307-660-0821

§ A.4.3 Identify one bank reference:
(Insert name, organization, and contact information)

Bank of Gillette
2900 S Douglas Hwy
Gillette WY 82718
Josh Richardson
307-685-2702

§ A.4.4 Identify three subcontractor or other trade references:
(Insert name, organization, and contact information)

Action Energy
Stephanie Wofford
307)680-4321

Joe's Plumbing and Heating
Chad Renken
307)680-3851

Connely Scenic Landscaping LLC
Adam Connely
307)660-7242



AIA® Document A305® – 2020 Exhibit B

Financial and Performance Information

This Exhibit is part of the Contractor's Qualification Statement, submitted by Falcon Construction LLC and dated the 17 day of September in the year 2025
(In words, indicate day, month and year.)

§ B.1 FINANCIAL

§ B.1.1 Federal tax identification number:

83-4250472

§ B.1.2 Attach financial statements for the last three years prepared in accordance with Generally Accepted Accounting Principles, including your organization's latest balance sheet and income statement. Also, indicate the name and contact information of the firm that prepared each financial statement.

§ B.1.3 Has your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management, been the subject of any bankruptcy proceeding within the last ten years?

No

§ B.1.4 Identify your organization's preferred credit rating agency and identification information.

(Identify rating agency, such as Dun and Bradstreet or Equifax, and insert your organization's identification number or other method of searching your organization's credit rating with such agency.)

TransUnion

§ B.2 DISPUTES AND DISCIPLINARY ACTIONS

§ B.2.1 Are there any pending or outstanding judgments, arbitration proceedings, bond claims, or lawsuits against your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management, or any of the individuals listed in Exhibit A, Section 1.2, in which the amount in dispute is more than \$75,000?

(If the answer is yes, provide an explanation.)

No

§ B.2.2 In the last five years has your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management:

(If the answer to any of the questions below is yes, provide an explanation.)

.1 failed to complete work awarded to it?

No

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

.2 been terminated for any reason except for an owners' convenience?

No

.3 had any judgments, settlements, or awards pertaining to a construction project in which your organization was responsible for more than \$75,000?

No

.4 filed any lawsuits or requested arbitration regarding a construction project?

No

§ B.2.3 In the last five years, has your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management; or any of the individuals listed in Exhibit A Section 1.2:

(If the answer to any of the questions below is yes, provide an explanation.)

.1 been convicted of, or indicted for, a business-related crime?

No

.2 had any business or professional license subjected to disciplinary action?

No

.3 been penalized or fined by a state or federal environmental agency?

No

AIA® Document A305® – 2020 Exhibit C

Project Specific Information

This Exhibit is part of the Contractor's Qualification Statement, submitted by Falcon Construction LLC and dated the 17 day of September in the year 2025
(In words, indicate day, month and year.)

PROJECT:

(Name and location or address.)

New Washington Park Shelter

CONTRACTOR'S PROJECT OFFICE:

(Identify the office out of which the contractor proposes to perform the work for the Project.)

401 E. 2nd St
Gillette Wy 82717

TYPE OF WORK SOUGHT

(Indicate the type of work you are seeking for this Project, such as general contracting, construction manager as constructor, design-build, HVAC subcontracting, electrical subcontracting, plumbing subcontracting, etc.)

General Contractor

CONFLICT OF INTEREST

Describe any conflict of interest your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management, or any of the individuals listed in Exhibit A Section 1.2, may have regarding this Project.

None

§ C.1 PERFORMANCE OF THE WORK

§ C.1.1 When was the Contractor's Project Office established?

November 2018

§ C.1.2 How many full-time field and office staff are respectively employed at the Contractor's Project Office?

60

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

§ C.1.3 List the business license and contractor license or registration numbers for the Contractor's Project Office that pertain to the Project.

General Contractor #3652

§ C.1.4 Identify key personnel from your organization who will be meaningfully involved with work on this Project and indicate (1) their position on the Project team, (2) their office location, (3) their expertise and experience, and (4) projects similar to the Project on which they have worked.

Stephanie Molina Office Manager
Eduardo Molina- Master Of Records/ Superintendent
Jon Critel - Superintendent/ Safety Officer
Ryan Kemerling - Estimator/ Project Manager

§ C.1.5 Identify portions of work that you intend to self-perform on this Project.

Furnish & Install one (1) New Specified Picnic Shelter, remove and dispose existing Shelter, remove and replace concrete pad and retaining wall.

§ C.1.6 To the extent known, list the subcontractors you intend to use for major portions of work on the Project.

Supplier
Croell
Inberg -Miller Engineers
Scott Brother Electric
White Cap
A-Z Recreation

§ C.2 EXPERIENCE RELATED TO THE PROJECT

§ C.2.1 Complete Exhibit D to describe up to four projects performed by the Contractor's Project Office, either completed or in progress, that are relevant to this Project, such as projects in a similar geographic area or of similar project type. If you have already completed Exhibit D, but want to provide further examples of projects that are relevant to this Project, you may complete Exhibit E.

§ C.2.2 State the total dollar value of work currently under contract at the Contractor's Project Office:

Approximately 13,000,000.00

§ C.2.3 Of the amount stated in Section C.2.2, state the dollar value of work that remains to be completed:

Approximately 5,000,000.00

§ C.2.4 State the average annual dollar value of construction work performed by the Contractor's Project Office during the last five years.
12,000,000.00

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User Notes:

(793791053)

§ C.2.5 List the total number of projects the Contractor's Project Office has completed in the last five years and state the dollar value of the largest contract the Contractor's Project Office has completed during that time.

35,000,000.00

§ C.3 SAFETY PROGRAM AND RECORD

§ C.3.1 Does the Contractor's Project Office have a written safety program?

Yes

§ C.3.2 List all safety-related citations and penalties the Contractor's Project Office has received in the last three years.

None

§ C.3.3 Attach the Contractor's Project Office's OSHA 300a Summary of Work-Related Injuries and Illnesses form for the last three years.

§ C.3.4 Attach a copy of your insurance agent's verification letter for your organization's current workers' compensation experience modification rate and rates for the last three years.

§ C.4 INSURANCE

§ C.4.1 Attach current certificates of insurance for your commercial general liability policy, umbrella insurance policy, and professional liability insurance policy, if any. Identify deductibles or self-insured retentions for your commercial general liability policy.

§ C.4.2 If requested, will your organization be able to provide property insurance for the Project written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis?

No

§ C.4.3 Does your commercial general liability policy contain any exclusions or restrictions of coverage that are prohibited in AIA Document A101-2017, Exhibit A, Insurance A.3.2.2.2? If so, identify.

No

§ C.5 SURETY

§ C.5.1 If requested, will your organization be able to provide a performance and payment bond for this Project?

Yes

§ C.5.2 Surety company name:

NGM Insurance Company

§ C.5.3 Surety agent name and contact information:

Alayna Hammer 715-377-8230

§ C.5.4 Total bonding capacity:

5,000,000

§ C.5.5 Available bonding capacity as of the date of this qualification statement:

2,600,000



STATE OF WYOMING

CERTIFICATE OF RESIDENCY



Contractor Number: 1901

FALCON CONSTRUCTION, 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 29th DAY OF APRIL TWO THOUSAND AND 25

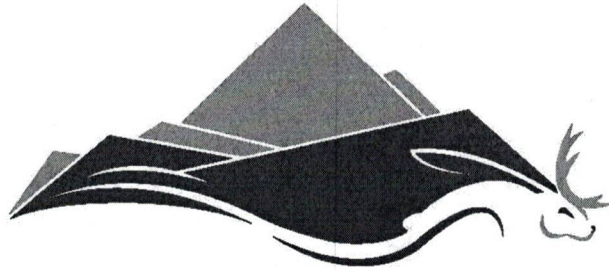
Michele Johnson, Program Manager

EXPIRATION DATE: 4/28/2026

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: 2904202599



CITY OF DOUGLAS

Contract Documents, Project Manual, and Specifications for New Washington Park Shelter

Douglas City Hall
101 N. 4th Street
PO Box 1030
Douglas, WY 82633

City of Douglas Parks Dept.
710 E Richards Street
PO Box 1030
Douglas, WY 82633

- M. The Owner hereby notifies all Bidders that it will affirmatively insure that pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, creed, color, sex, physical or mental disabilities, or national origin in consideration of an award.

BID FORMS

PROJECT IDENTIFICATION:

New Washington Park Shelter

THIS BID IS TO BE SUBMITTED TO:

City of Douglas, Attn: City Clerk
P.O. Box 1030, 101 N. 4th Street
Douglas, WY 82633

1. The following documents are attached to and made a condition of this bid:
 - a. Bid Schedule of Prices: The unit price bid must be shown in the space provided. Show unit prices in both words and figures.
 - b. Bidder Signature Sheet: To be filled in and signed by the Bidder.
 - c. Non-collusion Affidavit: Must be subscribed to and sworn before a Notary Public.
 - d. Bond Accompanying Bid: This form is to be executed by the Bidder and the Surety company unless bid is accompanied by a certified check. The amount of this bond be no less than five percent (5%) of the total amount bid and may be shown in dollars or on a percentage basis.
2. The undersigned Bidder agrees, if this bid is accepted, to enter into an Agreement with Owner in the form similar to that included in the Contract Documents and to complete all Work as specified or indicated in the Contract Documents for the Contract Price within the contract time specified in the Instructions to Bidder.
3. Bidder accepts all the terms and conditions of the Advertisement for bids and Instructions to Bidders, including those dealing with the disposition of bid security. This bid will remain open for thirty (30) days after the day of bid opening. Bidder will sign the Agreement and submit the Bonds and other documents required by the Contract Documents within fifteen (15) days after the date of Owner's Notice of Award.
4. In submitting this bid, Bidder represents, as more fully set forth in the agreement, the Bidder has examined copies of all bidding documents and of the following addenda (receipt of which is hereby acknowledged).
 - a. Addendum No. 1 Dated 9/12/25
 - b. Addendum No. 2 Dated 9/16/25
 - Addendum No. _____ Dated _____

Bidder Initials: RJM
Page 8 of 36

5. 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 made such independent investigations as Bidder deems necessary.
6. Bidder accepts the provisions of the Agreement as to liquidate 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 an estimate as possible to actual damages. Any exceptions or objections to this provision are stated in writing and attached hereto by Bidder.
7. Communications concerning this bid shall be addressed to Bidder's Representative (please print):

Name	RON McNAMEE
Address	PO Box 1070
City/State/Zip	Douglas, WY 82633
Phone No.	307-351-4367
Email	Rmcnamee@KRConstruct.com
Fax No.	307-358-3017

The following forms, samples of which are included in this Project Manual, are to be executed after the contract is awarded:

- a. Contract: This agreement to be executed by the successful Bidder.
- b. Performance/Contractor's Bond: To be executed by the successful Bidder and his or her Surety company.
- c. Appropriate City of Douglas contractor's license: To be executed by the successful Bidder after award and before project startup.

Bidder Initials: RVM
Page 9 of 36

SCHEDULE OF PRICES

Unit prices for all items, all extensions and total amount of bid must be shown. Show unit prices in both words and figures and where conflict occurs, the written or typed words shall prevail, and the bid shall be adjusted accordingly.

Item No.	Description	Unit	Unit Price: Dollars/Cents	Total Price: Dollars/Cents
1.	Furnish & Install one (1) New Specified Picnic Shelter	Lump Sum		112,000 ⁰⁰
2.	Remove and dispose existing Shelter	Lump Sum		21,000 ⁰⁰
3.	Remove and replace concrete pad and retaining wall	Lump Sum		65,000 ⁰⁰
4.				
5.				
6.				
7.				
8.				

Total Bid Price (include written number and numerical spelling:

ONE Hundred Ninety Eight Thousand Dollars \$198,000⁰⁰

BIDDER:

K&R Construction, LLC
NAME OF COMPANY

Ronald V McVay
SIGNATURE OF INDIVIDUAL COMPLETING BID

Ronald V McVay
NAME OF INDIVIDUAL COMPLETING BID

9/17/25
DATE OF BID SUBMISSION

Bidder Initials: RUM
Page 10 of 36

SIGNATURE PAGE

IF BIDDER IS:

AN INDIVIDUAL

By: _____ doing business as: _____
(Name)

Address: _____ Phone: _____

A PARTNERSHIP

By: _____ (seal)
(Firm Name)

(General Partner)

Business Address: _____ Phone: _____

A CORPORATION

By: K+R Construction, LLC of Wyoming
(Corporation Name) (State of Incorporation)

By: Ronald V McVary manager
(Signature) (Title)

ATTEST: _____ (Corporate Seal)

Business Address: P.O. Box 1070 Phone: 307-358-1853
Douglas WY 82633



A JOINT VENTURE

By: _____ Address: _____

By: _____ Address: _____

By: _____ Address: _____

By: _____ Address: _____

(Each member of the joint venture must sign; attach additional sheet if necessary.)

Bidder Initials: RJM
Page 11 of 36



NON-COLLUSION AFFIDAVIT - CONSTRUCTION

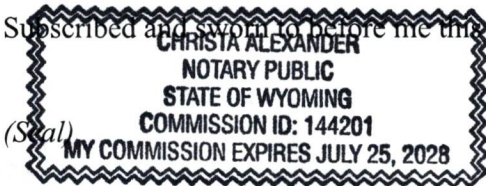
STATE OF Wyoming)
) ss.
COUNTY OF Converse)

NON-COLLUSION AFFIDAVIT

Ronald V McNamee, being first duly sworn, in his oath says that the bid above submitted is a genuine and not a sham or collusive bid or made in the interest or on behalf of any person not therein named; and he further says that the said Bidder has not directly or indirectly induced or solicited any Bidder on the above work or supplies to put in a sham bid, or any other person or corporation to refrain from bidding; and that said Bidder has not in any manner sought by collusion to secure to self an advantage over any other Bidder or Bidders.

CONTRACTOR: Ronald V McNamee

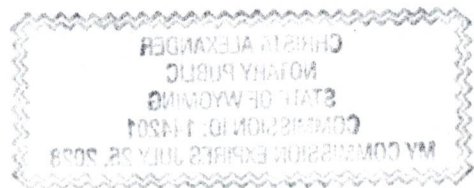
Subscribed and sworn to before me this 17th day of September, 2025.



Christa Alexander
Notary Public in and for the State of Wyoming
residing at 4 Sagebrush Dr. Douglas, WY
82633

My Commission expires: July 25, 2028

Bidder Initials: RJM
Page 12 of 36





STATE OF WYOMING

CERTIFICATE OF RESIDENCY



Contractor Number: 0134

K & R CONSTRUCTION, 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 19th DAY OF MARCH TWO THOUSAND AND 25



Michele Johnson, Program Manager

EXPIRATION DATE: 3/18/2026

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: 19032025109



**STANDARD
BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, K&R Construction LLC
as Principal, and Nationwide Mutual Insurance Company 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 - Washington Park Preakness Shelter

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 15th day of September, 2025.

BB - 1

Attest:

Secretary or Authorized Witness for Corporate Bidder

(Seal)

K&R Construction LLC

Principal(Corporation, Partnership, Individual)

BY:

(Authorized Representative or Partnership)

(Print or Type Name)

PO Box 1070

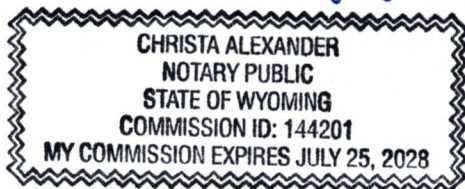
Douglas, WY 82633

(Address)

State of Wyoming)
) ss.
County of Converse)

The foregoing Bid Bond was executed before me by Ronald V. McNare
on behalf of K&R Construction, this 17th day of September, 2025.

My Commission Expires: July 25, 2028



Notary Public

Nationwide Mutual Insurance Company

Surety

BY:

Attorney-in-Fact for Surety

Denise Sherwin, Attorney-in-Fact

One West Nationwide Blvd., 1-14-301

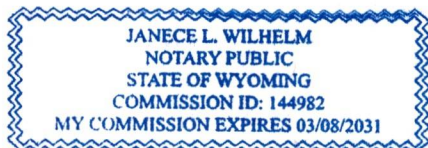
(Address)

Columbus, OH 43215-2220

State of Wyoming)
) ss.
County of Natrona)

The foregoing Bid Bond was executed before me by Denise Sherwin
who represented that he/she was the Attorney-in-Fact for the above named Surety, this
15th day of September, 2025.

My Commission Expires: March 8, 2031



Notary Public Janece L Wilhelm

BB - 2

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

Denise Sherwin

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf on the date thereof any and all: (i) bonds and undertakings; (ii) Proposal Bonds; (ii) Letters of Surety; (iv) Consent of Surety; and (v) other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

Surety Bond Number: Bid Bond

Principal: K&R Construction LLC

Obligee: City of Douglas

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 1st day of April, 2024.



Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF KINGS: ss

On this 1st day of April, 2024, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

Sharon Laburda
Notary Public, State of New York
No. 01LA6427697
Qualified in Kings County
Commission Expires January 3, 2026


Notary Public
My Commission Expires
January 3, 2026

CERTIFICATE

I, Lezlie F. Chimienti, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 15th day of

September, 2025


Assistant Secretary



~~Bid Date - September 17 2025~~

[illegible]



Agenda Item Report

City Council – September 22, 2025

Item

Appointments: Planning & Zoning Commission

Responsible Staff Contact

Clara Chaffin

Recommendation

Recommend appointing Jay Hancock and Robin Velasquez for a term beginning October 24, 2025, and ending October 24, 2028.

Executive Summary

Terms for Jay Hancock and Robin Velasquez expire on October 24, 2025. Both members wish to continue their service on the Planning & Zoning Commission, and both members have been valuable assets to the City of Douglas in their service.

Background

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

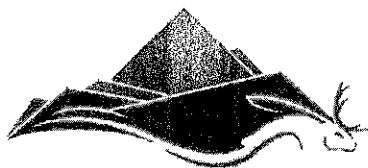
Budget/Fiscal Impact

Action Requested/Recommended Motion

Recommend appointing Jay Hancock and Robin Velasquez for a term beginning October 24, 2025, and ending October 24, 2028.

Attachments

1. Planning Commission Application - Hancock
2. Planning Commission Application - Velasquez



CITY OF DOUGLAS
Volunteer Application

Name of Applicant: Jay Hanwick
Address: 1044 Park Dr City/State/Zip: Douglas, WY 82633
Mailing Address (if different from above): _____

Home Phone:	Cell Phone: <u>307-680-4293</u>	Work Phone: <u>307-464-2581</u>	Email: <u>treehousewy@msn.com</u>
-------------	------------------------------------	------------------------------------	--------------------------------------

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

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

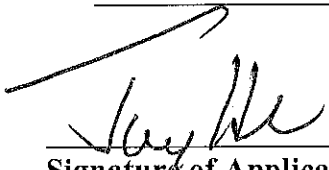
6. In what position(s) would you be willing to serve? (Please select all that apply.)

- ☒ 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)? Continue to do this service
for my community.


Signature of Applicant

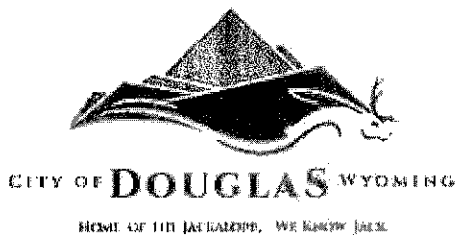
9-9-25
Date

For Office Use Only:

Selected for: _____

Length of Term/Dates: _____

Additional Information: _____



Planning and Zoning Commission

Applicant Questionnaire

101 N. 4th Street / P. O. Box 1030

Douglas, Wyoming 82633

307-358-2132, Fax: 307-358-2133

Name of Applicant: Toby Hancock

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

1) What positive steps have you noticed in making Douglas a more liveable and attractive community?

- The steps we have taken to attract outdoor enthusiasts, walk paths + Bike trails.
- Beginning infrastructure for development of the old airport area.
- Breaking ground on the new community center.

2) What additional actions would you like to see happen in achieving this goal? What types of development do you think would be advantageous?

Would it be possible to move even further in attracting outdoor minded people. We have a river going through Douglas. Use the water for a lazy river style Park. As the water returns to the river we would be using minimal amounts so as not to argue water rights on the North Platte.

3) What do you see as the biggest challenges to future development in Douglas?

① Our boom/bust cycles. ② Keeping our children in Douglas as they tend to seek jobs elsewhere.

4) Have you ever attended a Planning & Zoning Commission Meeting?

yes

5) What do you see as the role of the Planning & Zoning Commission?

We are leaders in our community and assist the city council in decision making.

6) What qualities do you possess that you believe would make you a good commissioner?

I have been on the P&Z commission for many years and bring that experience to the table

Community Development Department Comments: _____

Staff Recommendation: _____



CITY OF DOUGLAS
Volunteer Application

Name of Applicant: Robin Velasquez

Address: 500 S 8th St City/State/Zip: Douglas, WY 82633

Mailing Address (if different from above): PO Box 529, Douglas, WY 82633

Home Phone:	Cell Phone: 307-359-1163	Work Phone: 307-358-2000	Email: rvelasquez@candow Wyoming.com
-------------	-----------------------------	-----------------------------	---

1. Are you a resident of the City of Douglas? ☐ Yes ☐ No
(This is a requirement for Planning & Zoning Commission/Board of Adjustments 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)
- ☐ 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: _____
my time to the community and help shape the future development of Douglas.

5. In what community/communities did you previously serve? Douglas
my time to the community and help shape the future development 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): _____

my time to the community and help shape the future development of Douglas.

9. Why are you seeking this appointment(s)? I would like to serve on the commission as a way to volunteer

my time to the community and help shape the future development of Douglas.



Signature of Applicant

September 12, 2025

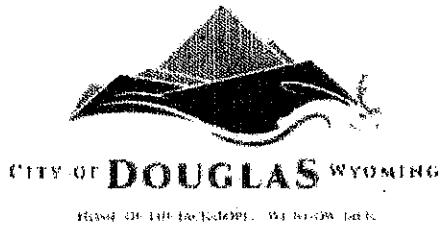
Date

For Office Use Only:

Selected for: _____

Length of Term/Dates: _____

Additional Information: _____



PLANNING AND ZONING
COMMISSION
APPLICANT QUESTIONNAIRE

101 N. 4th Street / P. O. Box 1030
Douglas, Wyoming 82633
307-358-2132, Fax: 307-358-2133

Name of Applicant: _Robin Velasquez

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

1) What positive steps have you noticed in making Douglas a more liveable and attractive community?

New development i.e. New Maverick and Homewood Suites.

Moving forward with the new community center.

Repairs and upgrades to the pool.

Getting infrastructure to the John Lambert Subdivision.

2) What additional actions would you like to see happen in achieving this goal? What types of development do you think would be advantageous?

More housing.

I know there is a plan for sidewalks on Richards, looking forward to that. Make all of Douglas more pedestrian friendly.

I would really like a "quiet zone" at the railroad crossings.

3) What do you see as the biggest challenges to future development in Douglas?

Water

4) Have you ever attended a Planning & Zoning Commission Meeting?

Yes

5) What do you see as the role of the Planning & Zoning Commission?

Listen to staff recommendations with a project and either forward that to the city council, or discuss other options.

6) What qualities do you possess that you believe would make you a good commissioner?

I work in economic development and am informed about what is going on in the community.

I am a home owner and tax payer and have an interest in how Douglas is developed and maintained.

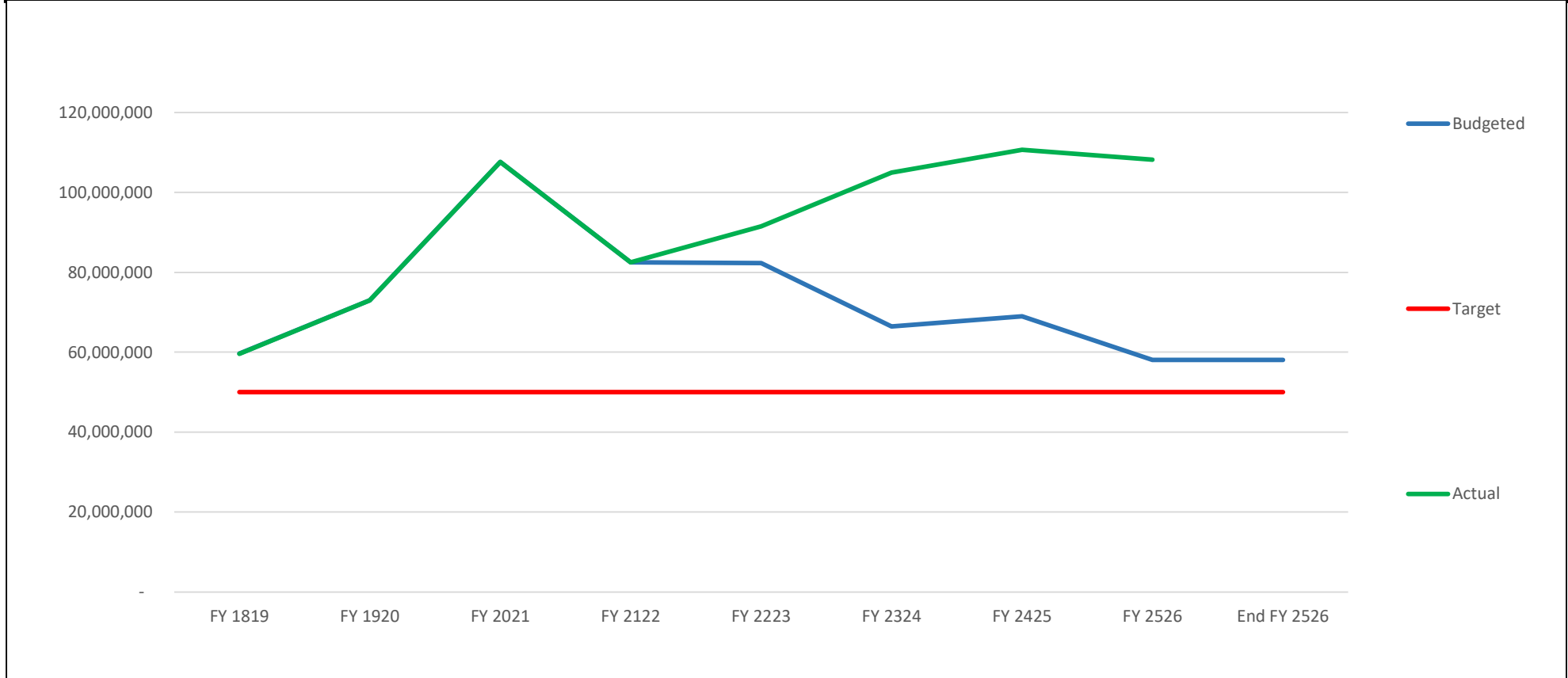
I am willing to listen to both sides of a discussion.

Community Development Department Comments: _____

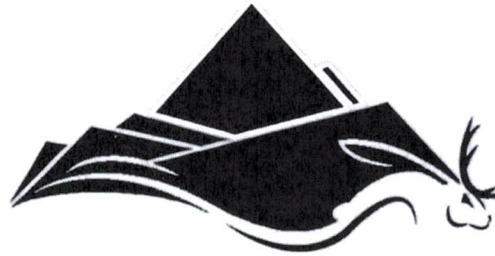
Staff Recommendation: _____

City of Douglas Overall Reserves & Targets FY 2526

RESERVES	Ending FY 1819	Ending FY 1920	Ending FY 2021	Ending FY 2122	Ending FY 2223	Ending FY 2324	Ending FY 2425	As of August FY 2526	Projection End FY 2526
Actual	59,637,255	72,981,953	107,631,740	82,548,368	91,512,751	104,950,707	110,651,662	108,172,060	
Budgeted	59,637,255	72,981,953	107,631,740	82,548,368	82,304,017	66,421,873	68,967,055	58,073,856	58,073,856
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. **August 31, 2025**

FUND	Fund #	BALANCE AT BEGINNING OF MONTH	CASH RECEIPTS FOR PERIOD	CASH DISBURSEMENTS FOR PERIOD	TRANSFERS AND ADJUSTMENTS	BALANCE AT August 31, 2025
GOVERNMENTAL FUNDS						
GENERAL	10	\$ 31,542,357.49	\$ 2,199,975.48	\$ 2,630,043.90		\$ 31,112,289.07
SPECIAL REVENUE FUNDS						
-IMPACT ASSISTANCE	11	2,131,909.19	8,276.97	-		2,140,186.16
-POLICE SPECIAL PROJECTS	13	3,117.57	-	18,713.31		(15,595.74)
TOTAL SPECIAL REVENUE FUNDS		\$ 2,135,026.76	\$ 8,276.97	\$ 18,713.31	\$ -	\$ 2,124,590.42
TOTAL GOVERNMENTAL		\$ 33,677,384.25	\$ 2,208,252.45	\$ 2,648,757.21	\$ -	\$ 33,236,879.49
PROPRIETARY FUNDS						
ENTERPRISE FUNDS						
- WATER	31	14,024,738.81	477,205.04	435,347.86		14,066,595.99
-SEWER	32	5,176,549.57	164,071.94	91,503.63		5,249,117.88
-SANITATION	33	1,283,926.00	134,910.08	103,913.07		1,314,923.01
-LANDFILL	34	2,002,455.23	121,405.62	126,861.58		1,996,999.27
TOTAL ENTERPRISE		\$ 22,487,669.61	\$ 897,592.68	\$ 757,626.14	\$ -	\$ 22,627,636.15
INTERNAL SERVICE FUNDS						
- EMPLOYEE HEALTH CARE	39	-32,394.27	339,816.63	518,549.86		(211,127.50)
TOTAL PROPRIETARY		\$ 22,455,275.34	\$ 1,237,409.31	\$ 1,276,176.00	\$ -	\$ 22,416,508.65
CAPITAL PROJECT FUNDS						
-CAPITAL IMPROVEMENT RESERVE	40	384,380.63	2,983.03	-		387,363.66
-ECONOMIC DEVELOPMENT	41	2,190,689.44	8,336.07	1,250.00		2,197,775.51
-BROWNFIELD GRANT	42	0.00	2,380.00	2,380.00		(0.00)
-CAPITAL EQUIPMENT RESERVE	47	2,362,780.92	4,983.31	29,727.50		2,338,036.73
-FIRE EQUIPMENT	50	586,619.30	4,459.72	49,258.62		541,820.40
-CLG - PROJECTS	53	7,321.66	-	-		7,321.66
-TRAIN CAR RESTORATION	54	72,878.90	-	-		72,878.90
-POOL IMPROVEMENTS	55	2,192,248.73	1,222.80	442,135.90		1,751,335.63
-STREET IMPROVEMENTS	56	14,587,932.72	45,838.60	92,762.13		14,541,009.19
-PUBLIC FACILITIES	57	26,828,734.12	78,406.45	177,022.65		26,730,117.92
-PARK IMPROVEMENTS	65	3,617,231.47	10,975.78	(1,015.95)		3,629,223.20
TOTAL CAPITAL PROJECT		\$ 52,830,817.89	\$ 159,585.76	\$ 793,520.85	\$ -	\$ 52,196,882.80
TRUST AND AGENCY FUNDS						
-PERPETUAL CARE FUND	90	193,724.35	710.72	-		194,435.07
-VISIBLE MEMORIALS FUND	91	15.90	0.03	-		15.93
- HISTORIC PRESERVATION	92	23,253.36	38.37	130.00		23,161.73
- ARTS & CULTURE BOARD	93	1,926.22	-	(3.18)		1,929.40
-UTILITY DEPOSITS	96	102,130.92	931.76	855.56		102,207.12
-DEFERRED COMP PAYABLE	97	39.61	-	-		39.61
TOTAL TRUST AND AGENCY		\$ 321,090.36	\$ 1,680.88	\$ 982.38	\$ -	\$ 321,788.86
TOTAL ALL FUNDS		\$ 109,284,567.84	\$ 3,606,928.40	\$ 4,719,436.44	\$ -	\$ 108,172,059.80

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	\$ 13,520,415.55
Cash and Investments at Points West Community Bank	5,832,313.84
Cash and Investments at Converse County Bank.....	67,342,008.59
Securities, Security Pools, and Interfund Advances.....	21,476,746.82
Total	\$ 108,172,059.80

Mary Nicol
 Mary Nicol, Treasurer
 August 31, 2025

CASH AND INVESTMENT SUMMARY
CITY OF DOUGLAS
August 31, 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	\$ 4,902,517.76	576,035.80	\$ 10,729,825.65	\$ 14,903,909.86	\$ 31,112,289.07
SPECIAL REVENUE FUNDS						
-IMPACT ASSISTANCE	11	23,887.23	1,964,382.09	151,916.84	-	2,140,186.16
-POLICE SPECIAL PROJECTS	13	(15,595.74)		-	-	(15,595.74)
TOTAL SPECIAL REVENUE		8,291.49	1,964,382.09	151,916.84	-	2,124,590.42
		-		-	-	-
TOTAL GOVERNMENTAL		4,910,809.25	2,540,417.89	10,881,742.49	14,903,909.86	33,236,879.49
PROPRIETARY FUNDS						
ENTERPRISE FUNDS						
- WATER	31	1,523,898.05	126,704.28	7,946,862.65	4,469,131.01	14,066,595.99
-SEWER	32	2,170,225.84	126,704.27	1,607,940.10	1,344,247.67	5,249,117.88
-SANITATION	33	589,654.06		725,268.95		1,314,923.01
-LANDFILL	34	84,000.56		1,912,998.71		1,996,999.27
TOTAL ENTERPRISE		4,367,778.51	253,408.55	12,193,070.41	5,813,378.68	22,627,636.15
INTERNAL SERVICE FUNDS						
- EMPLOYEE HEALTH CARE	39	(211,127.50)		-	-	(211,127.50)
TOTAL PROPRIETARY		4,156,651.01	253,408.55	12,193,070.41	5,813,378.68	22,416,508.65
CAPITAL PROJECT FUNDS						
-CAPITAL IMPROVEMENT RESERVE	40	63,526.88		323,836.78		387,363.66
-ECONOMIC DEVELOPMENT	41	34,632.04	1,964,382.08	198,761.39		2,197,775.51
-BROWNFIELD GRANT	42					-
-CAPITAL EQUIPMENT RESERVE	47	1,821,415.31	259,316.16	257,305.26		2,338,036.73
-FIRE EQUIPMENT	50	(30,174.06)		571,994.46		541,820.40
-CLG - PROJECTS	53	7,321.66				7,321.66
-TRAIN CAR RESTORATION	54	72,878.90				72,878.90
-POOL IMPROVEMENTS	55	(1,039,600.30)		2,790,935.93		1,751,335.63
-STREET IMPROVEMENTS	56	(300,987.07)		14,841,996.26		14,541,009.19
-PUBLIC FACILITIES	57	(57,962.93)	5,684,525.89	21,103,554.96		26,730,117.92
-PARK IMPROVEMENTS	65	52,045.79		2,938,784.72	638,392.69	3,629,223.20
TOTAL CAPITAL PROJECT		623,096.22	7,908,224.13	43,027,169.76	638,392.69	52,196,882.80
TRUST AND AGENCY FUNDS						
-PERPETUAL CARE FUND	90	5,359.98		68,009.50	121,065.59	194,435.07
-VISIBLE MEMORIALS FUND	91	15.93		-		15.93
- HISTORIC PRESERVATION	92	23,161.73		-		23,161.73
- ARTS & CULTURE BOARD	93	1,929.40				1,929.40
-UTILITY DEPOSITS	96	5,722.53		96,484.59		102,207.12
-DEFERRED COMP PAYABLE	97	39.61				39.61
TOTAL TRUST AND AGENCY		36,229.18		164,494.09	121,065.59	321,788.86
TOTAL ALL FUNDS		\$ 9,726,785.66	\$ 10,702,050.57	\$ 66,266,476.75	\$ 21,476,746.82	\$ 108,172,059.80

CITY OF DOUGLAS

POOLED TIME DEPOSITS and MONEY MARKET ACCOUNT SUMMARY AND ALLOCATION

August 31, 2025

CD's/TDOA's	TOTAL	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									
TDOA #1290 - \$5,367,075.58 - 4.04% APY MATURES 12/18/2028 - 60 Months	5,700,956.45	4,845,812.98							
TDOA #1295 - \$1,528,242.58 - 4.2% APY MATURES 9/21/2025 - 12 Months	1,661,544.04	110,769.61		886,156.79	118,131.15	55,384.80	332,308.82		55,384.80
TDOA #1291 - \$1,124,582.87 - 4.10% APY MATURES 2/28/2029 - 60 Months	1,195,474.87	430,370.85				298,868.74	298,868.74		
TDOA #1301 - \$2,141,379.95 - 4.30% APY MATURES 6/25/2026 - 12 Months	2,141,379.95	1,127,042.09	151,916.84	57,131.58	35,816.47				
TDOA #1294 - \$5,566,503.86 - 3.80% APY MATURES 8/28/2027 - 36 Months	5,782,389.85	82,810.51		867,358.47	-		289,119.50		
TDOA #1296 - \$6,500,000 - 3.50% APY MATURES 9/26/2027 - 36 Months	7,382,565.96	180,696.39		283,944.84	29,918.73				
TDOA #1299 - \$21,000,228.24 - 4.06% APY MATURES 12/5/2027 - 36 Months	21,421,170.39	603,676.87		4,819,763.34		267,764.64	166,695.55		
TDOA #1297 - \$2,000,000 - 4.12% APY MATURES 9/30/2025 - 12 Months	2,062,265.88	562,265.88							
TDOA #1298 - \$5,000,000 - 4.30% APY MATURES 11/18/2029 - 60 Months	5,162,538.12	501,552.94		1,032,507.63	1,424,073.75	103,250.77	826,006.10	-	268,451.98
TDOA #1300 - \$5,000,000 - 4.21% APY MATURES 12/13/2025 - 12 Months	5,105,512.42								
TOTAL - CONVERSE CO BANK	\$ 57,615,797.93	\$ 8,444,998.12	\$ 151,916.84	\$ 7,946,862.65	\$ 1,607,940.10	\$725,268.95	\$ 1,912,998.71	\$ -	\$323,836.78
FIRST NORTHERN BANK									
CD #101016574 - \$1,000,000 - 4.25% APY MATURES 3/1/2029 - 60 Months	1,065,891.27								
CD #101018802 - \$1,900,000 - 4.75% APY MATURES 6/25/2025 - 12 Months	2,005,882.26	\$ 2,005,882.26							
Total - First Northern Bank	\$ 3,071,773.53	\$ 2,005,882.26	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
POINTS WEST COMMUNITY BANK									
CD #40020351 - \$5,466,893.77 - 4.18% APY MATURES - 2/27/2026 - 12 months	\$ 5,578,905.29	278,945.27							
TOTAL - POINTS WEST	\$ 5,578,905.29	\$ 278,945.27	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL CD's/TDOA's	\$ 66,266,476.75	\$ 10,729,825.65	\$ 151,916.84	\$ 7,946,862.65	\$ 1,607,940.10	\$725,268.95	\$ 1,912,998.71	\$ -	\$323,836.78

Money Market Accounts									
FIRST NORTHERN BANK									
MMA #1160046429 - \$10,443,777.80	10,448,642.02	576,035.80	1,964,382.09						
TOTAL - FIRST NORTHERN BANK	\$ 10,448,642.02	576,035.80	1,964,382.09	0.00	0.00	0.00	0.00	0.00	0.00
POINTS WEST COMMUNITY BANK									
MMA #400101192 - \$200,000	253,408.55	0.00		126,704.28	126,704.27				
TOTAL - POINTS WEST	\$ 253,408.55	0.00	0.00	126,704.28	126,704.27	0.00	0.00	0.00	0.00
TOTAL MMA's	\$ 10,702,050.57	576,035.80	1,964,382.09	126,704.28	126,704.27	0.00	0.00	0.00	0.00
GRAND TOTAL	\$ 76,968,527.32	\$ 11,305,861.45	\$2,116,298.93	\$ 8,073,566.93	\$ 1,734,644.37	\$725,268.95	\$ 1,912,998.71	\$ -	\$323,836.78

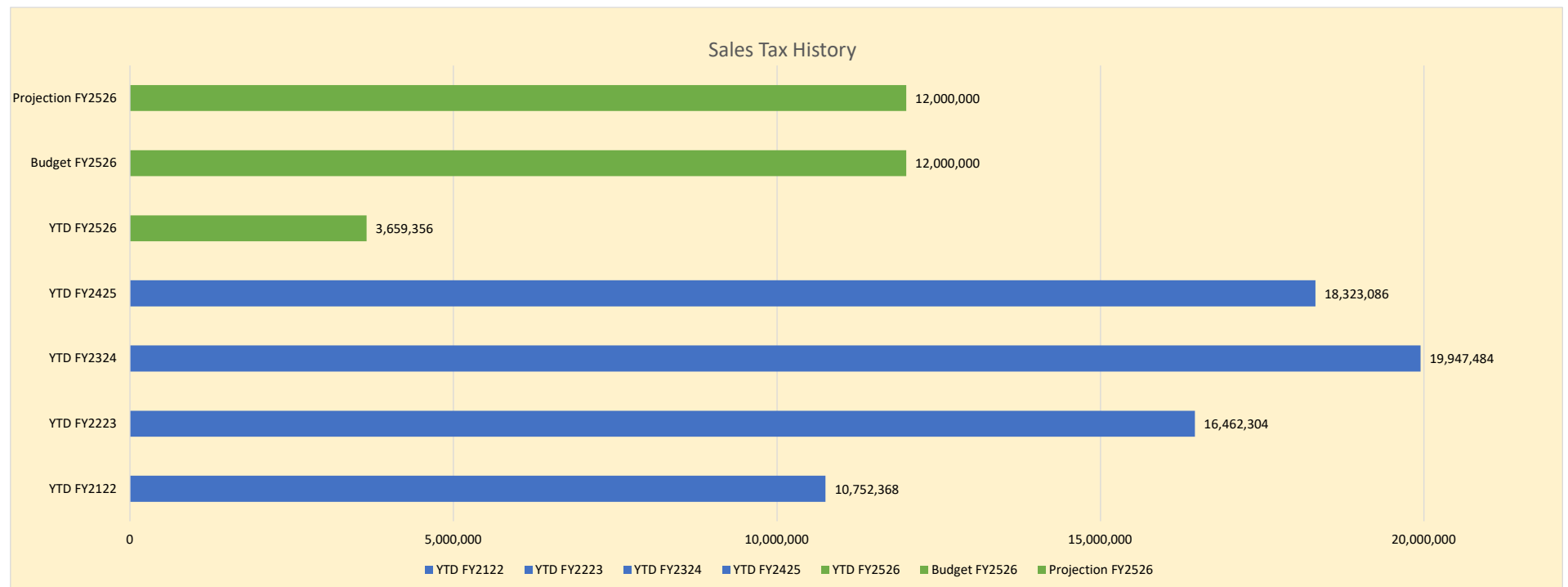
CITY OF DOUGLAS
POOLED TIME DEPOSITS and MONEY MARKET ACCOUNT SUMMARY AND ALLOCATION
 August 31, 2025

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 MATURES 12/18/2028 - 60 Months					855,143.47				
TDOA #1295 - \$1,528,242.58 - 4.2%APY MATURES 9/21/2025 - 12 Months			103,408.07						
TDOA #1291 - \$1,124,582.87 - 4.10% APY MATURES 2/28/2029 - 60 Months				119,547.51				17932.14	29886.89
TDOA #1301 - \$2,141,379.95 - 4.30% APY MATURES 6/25/2026 - 12 Months			55,583.34	207,500.17		506,389.46			
TDOA #1294 - \$5,566,503.86 - 3.80% APY MATURES 8/28/2027 - 36 Months						4,543,101.37			
TDOA #1296- \$6,500,000 - 3.50% APY MATURES 9/26/2027 - 36 Months	198,761.39	257,305.26		963,888.25	2,120,811.80	2,227,155.87	1,029,221.07	39,752.28	51,110.08
TDOA #1299 - \$21,000,228.24 - 4.06% MATURES 12/5/2027 - 36 Months					5,355,292.60	10,207,977.39			
TDOA #1297 - \$2,000,000 - 4.12% MATURES 9/30/2025 - 12 Months				1,500,000.00					
TDOA #1298 - \$5,000,000 - 4.30% MATURES 11/18/2029 - 60 Months			413,003.05		5,419.18	510,834.64	51,625.38	10,325.08	15,487.62
TDOA #1300 - \$5,000,000 - 4.21% MATURES 12/13/2025 - 12 Months					2,042,204.98	2,042,204.96	1,021,102.48		
TOTAL - CONVERSE CO BANK	\$ 198,761.39	\$ 257,305.26	\$ 571,994.46	\$ 2,790,935.93	\$ 10,378,872.03	\$ 20,037,663.69	\$ 2,101,948.93	\$ 68,009.50	\$ 96,484.59
FIRST NORTHERN BANK									
CD #101016574 - \$1,000,000 - 4.25% MATURES 3/1/2029 - 60 Months						\$ 1,065,891.27			
CD #101018802 - \$1,900,000 - 4.75% MATURES 6/25/2025 - 12 Months									
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,065,891.27	\$ -	\$ -	\$ -
POINTS WEST COMMUNITY BANK									
CD #40020351 - \$5,466,893.77 - 4.18% MATURES - 2/27/2026 - 12 months					4,463,124.23		836,835.79		
TOTAL - POINTS WEST	\$ -	\$ -	\$ -	\$ -	\$ 4,463,124.23	\$ -	\$ 836,835.79	\$ -	\$ -
TOTAL CD's/TDOA's	\$ 198,761.39	\$ 257,305.26	\$ 571,994.46	\$ 2,790,935.93	\$ 14,841,996.26	\$ 21,103,554.96	\$ 2,938,784.72	\$ 68,009.50	\$ 96,484.59
Money Market Accounts									
	1,964,382.08	259,316.16				5,684,525.89			
	1,964,382.08	259,316.16	0.00	0.00	0.00	5,684,525.89	0.00	0.00	0.00
POINTS WEST COMMUNITY BANK									
MMA #400101192 - \$200,000									
TOTAL - POINTS WEST	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL MMA's	1,964,382.08	259,316.16	0.00	0.00	0.00	5,684,525.89	0.00	0.00	0.00
GRAND TOTAL	\$ 2,163,143.47	\$ 516,621.42	\$ 571,994.46	\$ 2,790,935.93	\$ 14,841,996.26	\$ 26,788,080.85	\$ 2,938,784.72	\$ 68,009.50	\$ 96,484.59

CITY OF DOUGLAS
SECURITY POOLS SUMMARY AND ALLOCATION
August 31, 2025

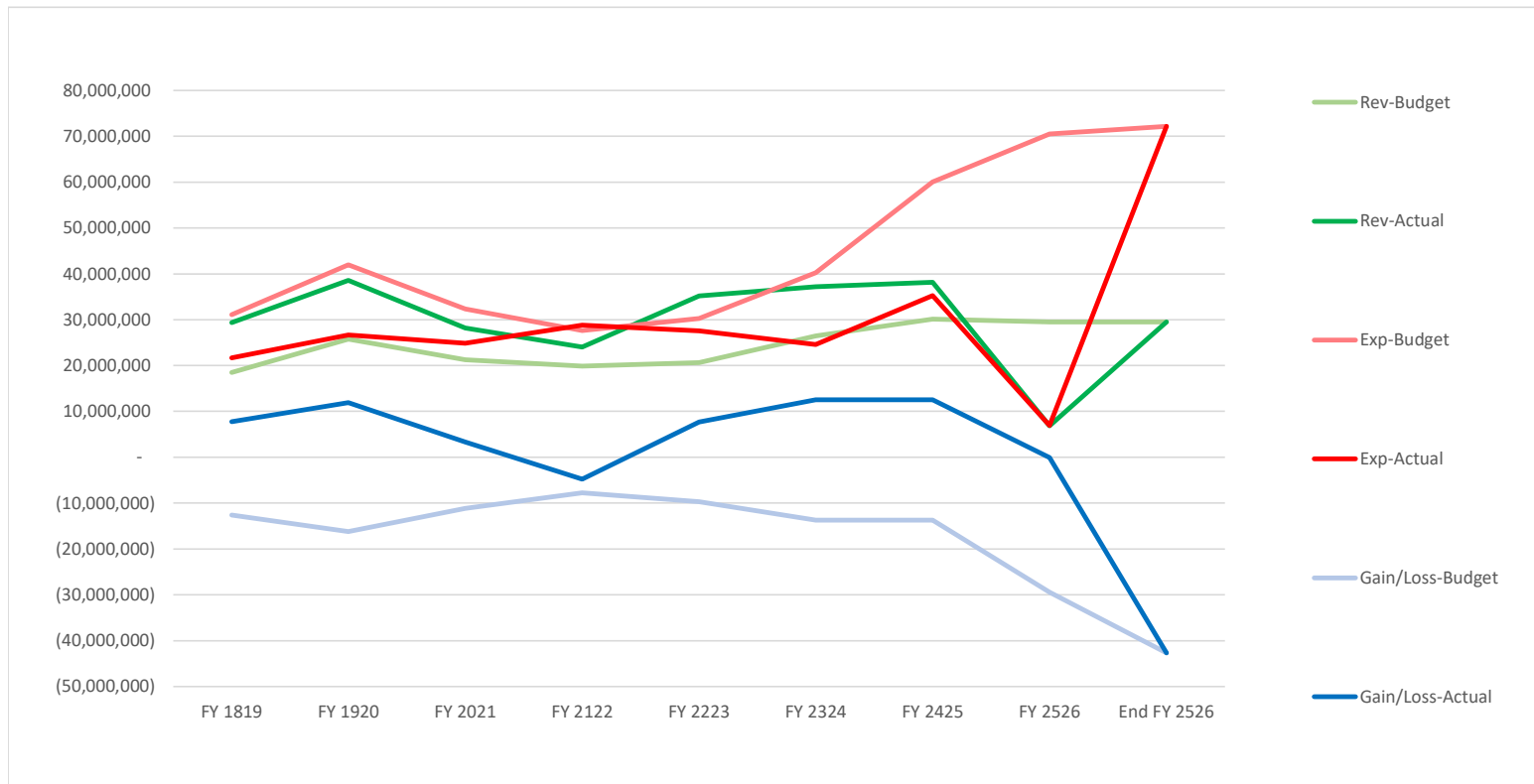
INSTITUTION	TOTAL	10 GENERAL FUND	31 WATER FUND	32 SEWER FUND	65 PARK IMP FUND	90 Perpetual Care FUND
Wyoming State Treasurer - WYOSTAR	\$ 560,938.04	\$ 439,872.45		\$ -	\$ -	\$ 121,065.59
Wyo. Government Investment Fund - WG	270,152.73	-		270,152.73	-	-
Peak Investments	11,082,635.80	4,901,017.14	4,469,131.03	1,074,094.95	638,392.67	
WyoClass	9,563,020.24	9,563,020.24				
TOTAL	\$ 21,476,746.81	\$ 14,903,909.86	\$ 4,469,131.01	\$ 1,344,247.67	\$ 638,392.69	\$ 121,065.59

Sales Tax							Using Average % of Previous Years				Using Equal Monthly Budget		
	Average %	FY 2122	FY 2223	FY 2324	FY 2425	FY 2526	% Collected	Budget	FY 2526Variance	Total Variance	FY 26 Budget	FY 26 Variance	Total Variance
July	7.65%	688,361	1,180,151	1,593,239	1,659,312	1,199,178	9.99%	918,413	280,765	280,765	1,000,000	199,178	199,178
August	7.44%	621,431	1,477,386	1,626,656	1,255,674	1,603,515	13.36%	892,845	710,670	991,435	1,000,000	603,515	802,693
September	7.47%	669,516	1,420,424	1,593,741	1,287,925	856,663	7.14%	896,211	-39,548	951,888	1,000,000	-143,337	659,356
October	9.21%	733,755	1,832,154	1,524,683	2,059,904								
November	8.74%	944,700	1,539,437	1,521,004	1,685,775								
December	8.11%	858,551	1,272,109	1,499,682	1,685,090								
January	8.54%	839,002	1,210,210	1,914,457	1,722,773								
February	9.10%	1,092,275	1,498,053	1,584,696	1,688,343								
March	7.28%	945,710	953,719	1,512,571	1,274,371								
April	6.99%	940,150	1,244,896	1,304,870	933,522								
May	10.00%	1,159,826	1,379,561	2,243,612	1,759,352								
June	9.47%	1,259,090	1,454,204	2,028,274	1,311,046								
Revenue		10,752,368	16,462,304	19,947,484	18,323,086	3,659,356	30.49%	12,000,000	951,888	2,224,088	12,000,000	659,356	1,661,228
Budget		7,500,000	7,500,000	8,500,000	10,000,000	12,000,000							
Monthly Average		896,031	1,371,859	1,662,290	1,526,924	1,219,785							



City of Douglas Overall Budget-Projected FY 2526

OVERALL TRENDS								As of August FY 2526	Projection End FY 2526
	FY 1819	FY 1920	FY 2021	FY 2122	FY 2223	FY 2324	FY 2425		
Rev-Budget	18,455,712	25,727,819	21,213,655	19,848,238	20,636,557	26,483,898	30,102,005	29,486,908	29,486,908
Rev-Actual	29,376,308	38,550,967	28,183,299	24,018,421	35,191,787	37,150,744	38,185,354	6,838,938	29,486,908
Exp-Budget	31,072,790	41,946,674	32,358,571	27,643,909	30,291,041	40,205,060	60,071,977	70,504,710	72,134,446
Exp-Actual	21,667,745	26,676,029	24,848,172	28,812,865	27,528,699	24,611,879	35,290,924	6,923,075	72,134,446
Gain/Loss-Budget	(12,617,078)	(16,218,855)	(11,144,916)	(7,795,671)	(9,654,484)	(13,721,162)	(13,721,162)	(29,490,824)	(42,647,538)
Gain/Loss-Actual	7,708,563	11,874,938	3,335,127	(4,794,444)	7,663,088	12,538,865	12,538,865	(84,137)	(42,647,538)



Account Number	Account Title	2025-26 Current year Actual	2025-26 Current year Budget
GENERAL FUND			
GENERAL GOVT - NON DEPARTMENTL			
10-5100-1021	EMPLOYEE BENEFITS - SCL SCRTY	8	0
10-5100-1023	EMPLOYEE BENEFITS - HEALTH INS	5,027	0
10-5100-1025	EMPLOYEE BENEFITS - WRKRS COMP	1	0
10-5100-1032	EMPLOYEE BENEFITS - MDCL SRVC	129	0
10-5100-2101	POSTAGE/FREIGHT	501	0
10-5100-2115	PUBLISHING/ADVERTISING	3,765	0
10-5100-2120	DUES/MEMBERSHIPS/SUBSCRIPTIONS	35	0
10-5100-2123	MEALS/LODGING/TRAVEL	371	0
10-5100-2131	UTILITY SERVICES - ELECTRICITY	9,308	0
10-5100-2132	UTILITY SERVICES - WTR/SWR/GRB	516	0
10-5100-2133	UTILITY SERVICES - NATURAL GAS	35	0
10-5100-2134	TELECOMMUNICATIONS	2,117	0
10-5100-2141	EQUIPMENT - RENT	171	0
10-5100-2151	LEGAL	5,258	0
10-5100-2155	REPAIRS/MAINTENANCE	2,345	0
10-5100-2156	MAINTENANCE AGREEMENT	506	0
10-5100-2157	INSURANCE	1,322	0
10-5100-2158	MISC CONTRACTUAL SERVICES	62,760	0
10-5100-2175	REFUNDS/REIMBURSEMENT EXPENSE	575	0
10-5100-3201	OFFICE SUPPLIES	2,249	0
10-5100-3210	OPERATING SUPPLIES	993	0
10-5100-3220	EQUIPMENT/TOOLS-NON CAPITALIZE	1,800	0
10-5100-3230	REFRESHMENT SUPPLIES	188	0
10-5100-3235	FUEL	107	0
10-5100-7606	UNEMPLOYMENT CLAIMS	1,417	0
Total GENERAL GOVT - NON DEPARTMENTL:		101,504	0
GENERAL GOVT - CITY COUNCIL			
10-5101-1001	SALARIES/WAGES - REGULAR	8,250	0
10-5101-1021	EMPLOYEE BENEFITS - SCL SCRTY	631	0
10-5101-1025	EMPLOYEE BENEFITS - WRKRS COMP	79	0
Total GENERAL GOVT - CITY COUNCIL:		8,960	0

GENERAL GOVT - ADMIN SERVICES

Account Number	Account Title	2025-26 Current year Actual	2025-26 Current year Budget
10-5102-1001	SALARIES/WAGES - REGULAR	34,440	0
10-5102-1006	SALARIES/WAGES - ALLOWANCES	300	0
10-5102-1021	EMPLOYEE BENEFITS - SCL SCRTY	2,658	0
10-5102-1023	EMPLOYEE BENEFITS - HEALTH INS	9,220	0
10-5102-1025	EMPLOYEE BENEFITS - WRKRS COMP	681	0
10-5102-1029	EMPLOYEE BENEFITS - WY RTRMNT	5,482	0
10-5102-2120	DUES/MEMBERSHIPS/SUBSCRIPTIONS	100	0
10-5102-2122	TRAINING/DEVELOPMENT	125	0
10-5102-2123	MEALS/LODGING/TRAVEL	2,168	0
10-5102-2134	TELECOMMUNICATIONS	57	0
Total GENERAL GOVT - ADMIN SERVICES:		55,230	0
GENERAL GOVT - IT			
10-5103-2120	DUES/MEMBERSHIPS/SUBSCRIPTIONS	1,883	0
10-5103-2156	MAINTENANCE AGREEMENT	15,630	0
10-5103-2158	MISC CONTRACTUAL SERVICES	52,368	0
10-5103-3220	EQUIPMENT/TOOLS-NON CAPITALIZE	10,243	0
Total GENERAL GOVT - IT:		80,124	0
GENERAL GOVT - FINANCE			
10-5104-1001	SALARIES/WAGES - REGULAR	46,921	0
10-5104-1006	SALARIES/WAGES - CAR ALLOWANCE	225	0
10-5104-1021	EMPLOYEE BENEFITS - SCL SCRTY	3,732	0
10-5104-1023	EMPLOYEE BENEFITS - HEALTH INS	27,346	0
10-5104-1025	EMPLOYEE BENEFITS - WRKRS COMP	924	0
10-5104-1026	EMPLOYEE BENEFITS - DFRRD COMP	1,645	0
10-5104-1029	EMPLOYEE BENEFITS - WY RTMT	8,737	0
10-5104-2120	DUES/MEMBERSHIPS/SUBSCRIPTIONS	75	0
10-5104-3210	OPERATING SUPPLIES	250	0
Total GENERAL GOVT - FINANCE:		89,855	0
GENERAL GOVT - MUNICIPAL COURT			
10-5105-1001	SALARIES/WAGES - REGULAR	12,568	0
10-5105-1021	EMPLOYEE BENEFITS - SCL SCRTY	987	0
10-5105-1023	EMPLOYEE BENEFITS - HEALTH INS	2,308	0

Account Number	Account Title	2025-26 Current year Actual	2025-26 Current year Budget
10-5105-1025	EMPLOYEE BENEFITS - WRKRS COMP	246	0
10-5105-1026	EMPLOYEE BENEFITS - DFRRD COMP	339	0
10-5105-1029	EMPLOYEE BENEFITS - WY RTRMNT	1,577	0
10-5105-2151	LEGAL	2,780	0
Total GENERAL GOVT - MUNICIPAL COURT:		20,805	0

GENERAL GOVT - PLANNING/DVPMT

10-5106-1001	SALARIES/WAGES - REGULAR	59,073	0
10-5106-1006	SALARIES/WAGES - ALLOWANCES	225	0
10-5106-1021	EMPLOYEE BENEFITS - SCL SCRTY	4,666	0
10-5106-1023	EMPLOYEE BENEFITS - HEALTH INS	6,346	0
10-5106-1025	EMPLOYEE BENEFITS - WRKRS COMP	1,162	0
10-5106-1026	EMPLOYEE BENEFITS - DFRRD COMP	1,800	0
10-5106-1029	EMPLOYEE BENEFITS - WY RTRMNT	9,200	0
10-5106-2120	DUES/MEMBERSHIPS/SUBSCRIPTIONS	245	0
10-5106-2134	TELECOMMUNICATIONS	324	0
10-5106-2156	MAINTENANCE AGREEMENT	139	0
10-5106-2158	MISC CONTRACTUAL SERVICES	1,135	0
10-5106-2175	REFUNDS/REIMBURSEMENT EXPENSE	50	0
10-5106-3210	OPERATING SUPPLIES	361	0
10-5106-3220	EQUIPMENT/TOOLS-NON CAPITALIZE	1,145	0
10-5106-3235	FUEL	57	0
Total GENERAL GOVT - PLANNING/DVPMT:		85,928	0

GENERAL GOVT - PLANNING/DVPMT

10-5107-1001	SALARIES/WAGES - REGULAR	8,904	0
10-5107-1021	EMPLOYEE BENEFITS - SCL SCRTY	681	0
10-5107-1023	EMPLOYEE BENEFITS - HEALTH INS	54	0
10-5107-1025	EMPLOYEE BENEFITS - WRKRS COMP	175	0
10-5107-1029	EMPLOYEE BENEFITS - WY RTRMNT	1,320	0
10-5107-3210	OPERATING SUPPLIES	32	0
10-5107-3220	SMALL TOOLS & EQUIPMENT	237	0
Total GENERAL GOVT - PLANNING/DVPMT:		11,403	0

GENERAL GOVT - LEGAL

Account Number	Account Title	2025-26 Current year Actual	2025-26 Current year Budget
10-5109-1001	SALARIES/WAGES - REGULAR	13,345	0
10-5109-1021	EMPLOYEE BENEFITS - SCL SCRTY	1,021	0
10-5109-1023	EMPLOYEE BENEFITS - HEALTH INS	9,086	0
10-5109-1025	EMPLOYEE BENEFITS - WRKRS COMP	262	0
10-5109-1029	EMPLOYEE BENEFITS - WY RTRMNT	2,485	0
10-5109-2120	DUES/MEMBERSHIPS/SUBSCRIPTIONS	75	0
10-5109-2122	TRAINING/DEVELOPMENT	714	0
10-5109-3210	OPERATING SUPPLIES	259	0
10-5109-3220	EQUIPMENT/TOOLS-NON CAPITALIZE	901	0
Total GENERAL GOVT - LEGAL:		28,148	0
COMMUNITY SERVICE CONTRACTS			
10-5110-8707	COMM SERV-CNTRCT-CHLD/FMLY DVL	833	0
10-5110-8709	COMM SERV-CNTRCT-YOUTH DVLPMN	5,833	0
10-5110-8714	COMM SERV-CNTRCT-THE ENTERPRIS	9,166	0
10-5110-8734	COMM SERV-CNTRC-LARAMIE PEAK	18,333	0
10-5110-8746	COMM SERV-CNTRCT-BOYS & GIRLS	2,917	0
10-5110-8759	COMM SRVC CNTRCT-HOPE CENTER	1,667	0
Total COMMUNITY SERVICE CONTRACTS:		38,749	0
PUBLIC SERVICE CONTRACTS			
10-5111-8744	COMM SERV-CNTRCT-FIRE SPPRSN	64,292	0
10-5111-8760	COMM SRVC CNTRCT-JOINT JUSTICE	152,327	0
Total PUBLIC SERVICE CONTRACTS:		216,619	0
POLICE DEPT - ADMINISTRATION			
10-5201-1001	SALARIES/WAGES - REGULAR	36,274	0
10-5201-1002	SALARIES/WAGES - OVERTIME	209	0
10-5201-1006	SALARIES/WAGES - ALLOWANCES	225	0
10-5201-1021	EMPLOYEE BENEFITS - SCL SCRTY	2,817	0
10-5201-1023	EMPLOYEE BENEFITS - HEALTH INS	12,953	0
10-5201-1025	EMPLOYEE BENEFITS - WRKRS COMP	905	0
10-5201-1026	EMPLOYEE BENEFITS - DFRRD COMP	113	0
10-5201-1029	EMPLOYEE BENEFITS - WY RTRMNT	6,793	0
10-5201-2131	UTILITY SERVICES - ELECTRICITY	217	0

Account Number	Account Title	2025-26 Current year Actual	2025-26 Current year Budget
10-5201-2134	TELECOMMUNICATIONS	80	0
10-5201-2156	MAINTENANCE AGREEMENT	129	0
10-5201-2161	INCARCERATION CONTRACT	225	0
10-5201-3210	OPERATING SUPPLIES	353	0
10-5201-3235	FUEL	154	0
Total POLICE DEPT - ADMINISTRATION:		61,447	0

POLICE DEPT - PATROL

10-5202-1001	SALARIES/WAGES - REGULAR	275,492	0
10-5202-1002	SALARIES/WAGES - OVERTIME	19,428	0
10-5202-1006	SALARIES/WAGES - ALLOWANCES	150	0
10-5202-1021	EMPLOYEE BENEFITS - SCL SCRTY	22,692	0
10-5202-1023	EMPLOYEE BENEFITS - HEALTH INS	136,334	0
10-5202-1025	EMPLOYEE BENEFITS - WRKRS COMP	5,783	0
10-5202-1026	EMPLOYEE BENEFITS - DFRRD COMP	1,771	0
10-5202-1029	EMPLOYEE BENEFITS - WY RTRMNT	54,816	0
10-5202-2122	TRAINING/DEVELOPMENT	3,975	0
10-5202-2123	MEALS/LODGING/TRAVEL	3,990	0
10-5202-2134	TELECOMMUNICATIONS	3,196	0
10-5202-2155	REPAIRS/MAINTENANCE	1,421	0
10-5202-2156	MAINTENANCE AGREEMENT	16,304	0
10-5202-2158	MISC CONTRACTUAL SERVICES	157	0
10-5202-3210	OPERATING SUPPLIES	16,322	0
10-5202-3220	EQUIPMENT/TOOLS-NON CAPITALIZE	11,995	0
10-5202-3233	UNIFORMS/CARE	499	0
10-5202-3235	FUEL	2,834	0
Total POLICE DEPT - PATROL:		577,160	0

PUBLIC WORKS - ADMINISTRATION

10-5301-1001	SALARIES/WAGES - REGULAR	37,610	0
10-5301-1006	SALARIES/WAGES - ALLOWANCES	225	0
10-5301-1021	EMPLOYEE BENEFITS - SCL SCRTY	2,906	0
10-5301-1023	EMPLOYEE BENEFITS - HEALTH INS	12,283	0
10-5301-1025	EMPLOYEE BENEFITS - WRKRS COMP	742	0
10-5301-1029	EMPLOYEE BENEFITS - WY RTRMNT	7,003	0
10-5301-2131	UTILITY SERVICES - ELECTRICITY	1,087	0

Account Number	Account Title	2025-26 Current year Actual	2025-26 Current year Budget
10-5301-2132	UTILITY SERVICES - WTR/SWR/GRB	491	0
10-5301-2133	UTILITY SERVICES - NATURAL GAS	162	0
10-5301-2134	TELECOMMUNICATIONS	178	0
10-5301-2156	MAINTENANCE AGREEMENT	37	0
10-5301-3210	OPERATING SUPPLIES	12	0

Total PUBLIC WORKS - ADMINISTRATION:	62,735	0
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PUBLIC WORKS - SHOP

10-5302-1001	SALARIES/WAGES - REGULAR	46,101	0
10-5302-1002	SALARIES/WAGES - OVERTIME	142	0
10-5302-1006	SALARIES/WAGES-ALLOWANCE	150	0
10-5302-1021	EMPLOYEE BENEFITS - SCL SCRTY	3,561	0
10-5302-1023	EMPLOYEE BENEFITS - HEALTH INS	36,313	0
10-5302-1025	EMPLOYEE BENEFITS - WRKRS COMP	909	0
10-5302-1029	EMPLOYEE BENEFITS - WY RTRMNT	8,610	0
10-5302-2155	REPAIRS/MAINTENANCE	2,075	0
10-5302-3210	OPERATING SUPPLIES	4,905	0
10-5302-3220	EQUIPMENT/TOOLS-NON CAPITALIZE	6,498	0
10-5302-3235	FUEL	264	0
10-5302-3237	OIL/LUBE/FLUIDS	1,216	0

Total PUBLIC WORKS - SHOP:	110,745	0
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PUBLIC WORKS - PARKS

10-5304-1001	SALARIES/WAGES - REGULAR	74,775	0
10-5304-1002	SALARIES/WAGES - OVERTIME	525	0
10-5304-1004	SALARIES/WAGES - TEMPORARY	3,462	0
10-5304-1006	SALARIES/WAGES - ALLOWANCES	75	0
10-5304-1021	EMPLOYEE BENEFITS - SCL SCRTY	6,037	0
10-5304-1023	EMPLOYEE BENEFITS - HEALTH INS	40,845	0
10-5304-1025	EMPLOYEE BENEFITS - WRKRS COMP	1,545	0
10-5304-1029	EMPLOYEE BENEFITS - WY RTRMNT	9,716	0
10-5304-2120	DUES/MEMBERSHIPS/SUBSCRIPTIONS	18	0
10-5304-2131	UTILITY SERVICES - ELECTRICITY	1,583	0
10-5304-2132	UTILITY SERVICES - WTR/SWR/GRB	22,974	0
10-5304-2133	NATURAL GAS, PROPANE	10	0
10-5304-2155	REPAIRS/MAINTENANCE	2,980	0

Account Number	Account Title	2025-26 Current year Actual	2025-26 Current year Budget
10-5304-2156	MAINTENANCE AGREEMENT	1,494	0
10-5304-2158	MISC CONTRACTUAL SERVICES	2,925	0
10-5304-3210	OPERATING SUPPLIES	3,017	0
10-5304-3220	EQUIPMENT/TOOLS-NON CAPITALIZE	1,400	0
10-5304-3235	FUEL	1,624	0
Total PUBLIC WORKS - PARKS:		175,005	0

PUBLIC WORKS - STREETS/ALLEYS

10-5305-1001	SALARIES/WAGES - REGULAR	63,785	0
10-5305-1002	SALARIES/WAGES - OVERTIME	180	0
10-5305-1004	SALARIES/WAGES - TEMPORARY	5,062	0
10-5305-1006	SALARIES/WAGES - ALLOWANCES	75	0
10-5305-1021	EMPLOYEE BENEFITS - SCL SCRTY	5,292	0
10-5305-1023	EMPLOYEE BENEFITS - HEALTH INS	34,927	0
10-5305-1025	EMPLOYEE BENEFITS - WRKRS COMP	1,354	0
10-5305-1029	EMPLOYEE BENEFITS - WY RTRMNT	11,910	0
10-5305-2122	TRAINING/DEVELOPMENT	255	0
10-5305-2155	REPAIRS/MAINTENANCE	1,443	0
10-5305-2158	MISC CONTRACTUAL SERVICES	20,013	0
10-5305-3210	OPERATING SUPPLIES	24,902	0
10-5305-3220	EQUIPMENT/TOOLS-NON CAPITALIZE	91	0
10-5305-3235	FUEL	2,383	0
Total PUBLIC WORKS - STREETS/ALLEYS:		171,671	0

PUBLIC WORKS - CEMETERY

10-5306-1001	SALARIES/WAGES - REGULAR	30,642	0
10-5306-1002	SALARIES/WAGES - OVERTIME	445	0
10-5306-1006	SALARIES/WAGES - ALLOWANCES	75	0
10-5306-1021	EMPLOYEE BENEFITS - SCL SCRTY	2,390	0
10-5306-1023	EMPLOYEE BENEFITS - HEALTH INS	13,695	0
10-5306-1025	EMPLOYEE BENEFITS - WRKRS COMP	611	0
10-5306-1029	EMPLOYEE BENEFITS - WY RTRMNT	5,788	0
10-5306-2131	UTILITY SERVICES - ELECTRICITY	464	0
10-5306-2132	UTILITY SERVICES - WTR/SWR/GRB	34,203	0
10-5306-2133	UTILITY SERVICES - NATURAL GAS	9	0
10-5306-2134	TELECOMMUNICATIONS	74	0

Account Number	Account Title	2025-26 Current year Actual	2025-26 Current year Budget
10-5306-2156	MAINTENANCE AGREEMENT	967	0
10-5306-2158	MISC CONTRACTUAL SERVICES	2,627	0
10-5306-3210	OPERATING SUPPLIES	3,065	0
10-5306-3235	FUEL	700	0
Total PUBLIC WORKS - CEMETERY:		95,754	0
PUBLIC WORKS - SWIM POOL			
10-5307-2131	UTILITY SERVICES - ELECTRICITY	245	0
10-5307-2132	UTILITY SERVICES - WTR/SWR/GRB	6	0
10-5307-2133	UTILITY SERVICES - NATURAL GAS	118	0
10-5307-2134	TELECOMMUNICATIONS	131	0
Total PUBLIC WORKS - SWIM POOL:		500	0
POLICE SPECIAL PROJECTS FUND			
HIGHWAY SAFETY TRAFFIC ENFORCE			
13-5821-1001	SALARIES/WAGES - REGULAR	2,458	0
13-5821-1021	EMPLOYEE BENEFITS - SCL SCRTY	188	0
13-5821-1025	EMPLOYEE BENEFITS - WRKRS COMP	48	0
13-5821-1029	EMPLOYEE BENEFITS - WY RTRMNT	458	0
Total HIGHWAY SAFETY TRAFFIC ENFORCE:		3,152	0
SCHOOL RESOURCE OFFICER PRGRM			
13-5830-1001	SALARIES/WAGES - REGULAR	13,313	0
13-5830-1021	EMPLOYEE BENEFITS - SCL SCRTY	1,018	0
13-5830-1023	EMPLOYEE BENEFITS - HEALTH INS	9,014	0
13-5830-1025	EMPLOYEE BENEFITS - WRKRS COMP	261	0
13-5830-1029	EMPLOYEE BENEFITS - WY RTRMNT	2,479	0
Total SCHOOL RESOURCE OFFICER PRGRM:		26,086	0
OJJDP-UNDERAGE ENFORCEMENT			
13-5831-1001	SALARIES/WAGES - REGULAR	379	0
13-5831-1021	EMPLOYEE BENEFITS - SCL SCRTY	29	0
13-5831-1025	EMPLOYEE BENEFITS - WRKRS COMP	7	0

Account Number	Account Title	2025-26 Current year Actual	2025-26 Current year Budget
13-5831-1029	EMPLOYEE BENEFITS - WY RTRMNT	79	0
Total OJJDP-UNDERAGE ENFORCEMENT:		494	0

WATER FUND**WATER - ADMINISTRATION**

31-5400-2158	MISC CONTRACTUAL SERVICES	2,181	0
31-5400-2175	REFUNDS/REIMBURSEMENT EXPENSE	23	0
Total WATER - ADMINISTRATION:		2,204	0

WATER - TREATMENT

31-5401-1001	SALARIES/WAGES - REGULAR	25,758	0
31-5401-1002	SALARIES/WAGES - OVERTIME	1,526	0
31-5401-1006	SALARIES/WAGES - ALLOWANCES	75	0
31-5401-1021	EMPLOYEE BENEFITS - SCL SCRTY	2,099	0
31-5401-1023	EMPLOYEE BENEFITS - HEALTH INS	13,610	0
31-5401-1025	EMPLOYEE BENEFITS - WRKRS COMP	536	0
31-5401-1029	EMPLOYEE BENEFITS - WY RTRMNT	5,080	0
31-5401-2131	UTILITY SERVICES - ELECTRICITY	10,813	0
31-5401-2132	UTILITY SERVICES - WTR/SWR/GRB	147	0
31-5401-2133	UTILITY SERVICES - NATURAL GAS	122	0
31-5401-2134	TELECOMMUNICATIONS	17	0
31-5401-2155	REPAIRS/MAINTENANCE	1,533	0
31-5401-2158	MISC CONTRACTUAL SERVICES	3,532	0
31-5401-3210	OPERATING SUPPLIES	12,946	0
31-5401-3235	FUEL	139	0
Total WATER - TREATMENT:		77,933	0

WATER - DISTRIBUTION/MAINTNCE

31-5402-1001	SALARIES/WAGES - REGULAR	51,036	0
31-5402-1002	SALARIES/WAGES - OVERTIME	1,650	0
31-5402-1006	SALARIES & WAGES - ALLOWANCES	75	0
31-5402-1021	EMPLOYEE BENEFITS - SCL SCRTY	4,042	0
31-5402-1023	EMPLOYEE BENEFITS - HEALTH INS	31,806	0
31-5402-1025	EMPLOYEE BENEFITS - WRKRS COMP	1,034	0

Account Number	Account Title	2025-26 Current year Actual	2025-26 Current year Budget
31-5402-1029	EMPLOYEE BENEFITS - WY RTRMNT	9,486	0
31-5402-2131	UTILITY SERVICES - ELECTRICITY	930	0
31-5402-2132	UTILITY SERVICES - WTR/SWR/GRB	2,481	0
31-5402-2133	UTILITY SERVICES - NATURAL GAS	14	0
31-5402-2134	TELECOMMUNICATIONS	17	0
31-5402-3210	OPERATING SUPPLIES	3,836	0
31-5402-3235	FUEL	587	0
31-5402-6544	IMPRVMNTS OTHER THAN BLDG	174,921	0
Total WATER - DISTRIBUTION/MAINTNCE:		281,915	0
WATER - CUSTOMER SERVICES			
31-5403-1001	SALARIES/WAGES - REGULAR	11,739	0
31-5403-1021	EMPLOYEE BENEFITS - SCL SCRTY	866	0
31-5403-1023	EMPLOYEE BENEFITS - HEALTH INS	9,080	0
31-5403-1025	EMPLOYEE BENEFITS - WRKRS COMP	230	0
31-5403-1029	EMPLOYEE BENEFITS - WY RTRMNT	2,186	0
31-5403-3235	FUEL	58	0
Total WATER - CUSTOMER SERVICES:		24,159	0
WATER - CUSTOMER SERVICES			
31-5408-6544	IMPRVMNTS OTHER THAN BLDG	15,513	0
Total WATER - CUSTOMER SERVICES:		15,513	0
WATER MAIN REPLACEMENTS			
31-5840-2153	ARCHITECT/ENGINEERING/SURVEY	25,651	0
31-5840-6544	IMPRVMNTS OTHER THAN BLDG	658,368	0
Total WATER MAIN REPLACEMENTS:		684,019	0
WATER IMPROVEMENTS			
31-5856-2158	MISC CONTRACTUAL	18,008	0
Total WATER IMPROVEMENTS:		18,008	0

SEWER FUND**SEWER - ADMINISTRATION**

Account Number	Account Title	2025-26 Current year Actual	2025-26 Current year Budget
32-5500-2158	MISC CONTRACTUAL SERVICES	1,408	0
Total SEWER - ADMINISTRATION:		1,408	0
SEWER - TREATMENT			
32-5501-1001	SALARIES/WAGES - REGULAR	23,563	0
32-5501-1006	SALARIES/WAGES - ALLOWANCES	75	0
32-5501-1021	EMPLOYEE BENEFITS - SCL SCRTY	1,814	0
32-5501-1023	EMPLOYEE BENEFITS - HEALTH INS	13,637	0
32-5501-1025	EMPLOYEE BENEFITS - WRKRS COMP	463	0
32-5501-1029	EMPLOYEE BENEFITS - WY RTRMNT	4,387	0
32-5501-2131	UTILITY SERVICES - ELECTRICITY	8,020	0
32-5501-2132	UTILITY SERVICES - WTR/SWR/GRB	225	0
32-5501-2134	TELECOMMUNICATIONS	356	0
32-5501-2158	MISC CONTRACTUAL SERVICES	1,410	0
32-5501-3210	OPERATING SUPPLIES	5,802	0
32-5501-3220	EQUIPMENT/TOOLS-NON CAPITALIZE	365	0
32-5501-3235	FUEL	139	0
Total SEWER - TREATMENT:		60,256	0
SEWER - COLLECTION			
32-5502-1001	SALARIES/WAGES - REGULAR	46,565	0
32-5502-1002	SALARIES/WAGES - OVERTIME	1,308	0
32-5502-1006	SALARIES & WAGES - ALLOWANCES	75	0
32-5502-1021	EMPLOYEE BENEFITS - SCL SCRTY	3,674	0
32-5502-1023	EMPLOYEE BENEFITS - HEALTH INS	25,791	0
32-5502-1025	EMPLOYEE BENEFITS - WRKRS COMP	940	0
32-5502-1029	EMPLOYEE BENEFITS - WY RTRMNT	8,590	0
32-5502-2131	UTILITY SERVICES - ELECTRICITY	845	0
32-5502-2132	UTILITY SERVICES - WTR/SWR/GRB	31	0
32-5502-2133	UTILITY SERVICES - NATURAL GAS	106	0
32-5502-2134	TELECOMMUNICATIONS	96	0
32-5502-3210	OPERATING SUPPLIES	9,134	0
32-5502-3235	FUEL	587	0
32-5502-4310	LEASE PAYMENTS - OPERATING	417	0

Account Number	Account Title	2025-26 Current year Actual	2025-26 Current year Budget
Total SEWER - COLLECTION:		98,158	0
SEWER - COLLECTION			
32-5507-6544	IMPRVMNTS OTHER THAN BLDG	37,545	0
Total SEWER - COLLECTION:		37,545	0
SEWER MAIN REPLACEMENTS			
32-5852-2153	ARCHITECT/ENGINEERING/SURVEY	2,614	0
Total SEWER MAIN REPLACEMENTS:		2,614	0
SANITATION FUND			
SANITATION			
33-5600-1001	SALARIES/WAGES - REGULAR	30,519	0
33-5600-1006	SALARIES/WAGES - ALLOWANCES	75	0
33-5600-1021	EMPLOYEE BENEFITS - SCL SCRTY	2,346	0
33-5600-1023	EMPLOYEE BENEFITS - HEALTH INS	22,702	0
33-5600-1025	EMPLOYEE BENEFITS - WRKRS COMP	600	0
33-5600-1029	EMPLOYEE BENEFITS - WY RTRMNT	5,683	0
33-5600-2158	MISC CONTRACTUAL SERVICES	117,822	0
33-5600-3210	OPERATING SUPPLIES	2,045	0
33-5600-3235	FUEL	2,132	0
Total SANITATION:		183,923	0

LANDFILL FUND**LANDFILL**

34-5340-1001	SALARIES/WAGES - REGULAR	61,479	0
34-5340-1002	SALARIES/WAGES - OVERTIME	1,335	0
34-5340-1006	SALARIES/WAGES - ALLOWANCES	150	0
34-5340-1021	EMPLOYEE BENEFITS - SCL SCRTY	4,994	0
34-5340-1023	EMPLOYEE BENEFITS - HEALTH INS	24,320	0
34-5340-1025	EMPLOYEE BENEFITS - WRKRS COMP	1,234	0
34-5340-1026	EMPLOYEE BENEFITS - DFRRD COMP	2,399	0

Account Number	Account Title	2025-26 Current year Actual	2025-26 Current year Budget
34-5340-1029	EMPLOYEE BENEFITS - WY RTRMNT	9,213	0
34-5340-2122	TRAINING/DEVELOPMENT	750	0
34-5340-2123	MEALS/LODGING/TRAVEL	739	0
34-5340-2131	UTILITY SERVICES - ELECTRICITY	665	0
34-5340-2133	UTILITY SERVICES - NATURAL GAS	137	0
34-5340-2153	ARCHITECT/ENGINEERING/SURVEY	970	0
34-5340-2155	REPAIRS/MAINTENANCE	2,958	0
34-5340-2158	MISC CONTRACTUAL SERVICES	72,736	0
34-5340-3210	OPERATING SUPPLIES	12,271	0
34-5340-3235	FUEL	7,857	0
34-5340-6547	EQUIPMENT/FURNITURE	13,660	0
Total LANDFILL:		217,867	0

EMPLOYEE HEALTH CARE FUND**EMPLOYEE HEALTH CARE**

39-5390-1023	EMPLOYEE BNFTS - HLTH INS PREM	208,030	0
39-5390-1032	EMPLOYEE BENEFITS - CLAIMS	751,822	0
39-5390-1058	HEALTH CARE - ADMINSTRTN FEE	24,144	0
Total EMPLOYEE HEALTH CARE:		983,997	0

ECONOMIC DEVELOPMENT**THE 112**

41-5411-2158	MISC CONTRACTUAL SERVICES	1,250	0
Total THE 112:		1,250	0

GENERAL FUND EQUIPMENT RESERVE**GENERAL FUND EQUIPMENT RESERVE**

47-5470-6547	EQUIPMENT/FURNITURE	41,861	0
47-5470-6548	VEHICLES	50,298	0

Account Number	Account Title	2025-26 Current year Actual	2025-26 Current year Budget
Total GENERAL FUND EQUIPMENT RESERVE:		92,159	0
CAPITAL PROJ FIRE EQUIP FUND			
FIRE EQUIPMENT			
50-5500-6548	BUILDINGS	49,259	0
Total FIRE EQUIPMENT:		49,259	0
POOL IMPROVEMENTS FUND			
POOL IMPROVEMENTS			
55-5550-6544	IMPRVMNTS OTHER THAN BLDG	715,246	0
Total POOL IMPROVEMENTS:		715,246	0
STREET IMPROVEMENT FUND			
STREET IMPROVEMENTS			
56-5560-2153	ARCHITECT/ENGINEERING/SURVEY	1,043	0
56-5560-6544	IMPRVMNTS OTHER THAN BLDG	420,497	0
Total STREET IMPROVEMENTS:		421,540	0
CAPITAL IMP -PUBLIC FACILITIES			
CAPITAL IMP -FACILITIES			
57-5570-2153	ARCHITECT/ENGINEERING/SURVEY	14,524	0
57-5570-6544	IMPRVMNTS OTHER THAN BLDG	174,690	0
Total CAPITAL IMP -FACILITIES:		189,214	0
COMMUNITY FACILITY			
57-5571-2153	ARCHITECT/ENGINEERING/SURVEY	56,158	0
57-5571-6542	BUILDINGS/IMPROVEMENTS	686,527	0

Account Number	Account Title	2025-26 Current year Actual	2025-26 Current year Budget
	Total COMMUNITY FACILITY:	742,685	0
HISTORIC PRSRVTN CMSN FUND			
HISTORIC PRESERVATION CMMSSN			
92-5920-2158	MISC CONTRACTUAL SERVICES	130	0
	Total HISTORIC PRESERVATION CMMSSN:	130	0
	Total Asset:	0	0
	Total Liability:	0	0
	Total Equity:	0	0
	Total Revenue:	0	0
	Total Expenditure:	6,923,075	0
	Grand Totals:	-6,923,075	0

Planning Commission Regular Minutes
September 15, 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 Planning and Zoning Commission members present: Dave Patterson, Scott Bauman, Robin Velasquez, Jay Hancock, Carl Kusters

IV. Approval of the Agenda

Commissioner Carl Kusters moved to approve the agenda. Seconded by Commissioner Robin Velasquez. Motion 5-0.

V. Approval of the Minutes

Commissioner Dave Patterson moved to approve the minutes from the August 18, 2025 meeting. Seconded by Commissioner Scott Bauman. Motion 5-0.

A. Meeting Minutes August 18, 2025

VI. Planning and Zoning Matters

A. **SUB 02-25 - Application by Lewis and Deborah Gettert to replat Sunrise Addition Lot 1 and Detmer Addition Lot 7 into the Gettert Subdivision in an R-2 Medium Density Residential Zone (510 & 530 N. 5th Street).**

Chairman Hancock opened the public hearing at 5:32 p.m. Planning Technician McCullough reviewed the location, zoning data, surrounding land uses, and compliance with the Douglas Master Plan. Staff recommendation was for approval. The applicants Lewis and Deborah Gettert were on hand to answer any questions. There were no public comments. Chairman Hancock closed the public hearing at 5:36 p.m. Commissioner Robin Velasquez moved to recommend approval of SUB 02-25 - Application by Lewis and Deborah Gettert to replat Sunrise Addition Lot 1 and Detmer Addition Lot 7 into the Gettert Subdivision in an R-2 Medium Density Residential Zone (510 & 530 N. 5th Street). Seconded by Commissioner Carl Kusters. Motion 5-0.

VII. Code Considerations

Planning Technician McCullough discussed upcoming ordinances.

A. Residential Fence Setback

B. Truck Routes

C. RVs & Travel Trailers

D. Building Codes

VIII. Staff Report – City Council Action on Forwarded Items

A. **CUP 04-25 Application by Douglas Baptist Church for a Conditional Use Permit for Limited Housing at 135 Pearson Road (Douglas Baptist Church Addition, Lot 1) in an RE Rural Residential Zone.**

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

IX. Adjournment

Commissioner Robin Velasquez moved to adjourn the meeting at 5:56pm.
Seconded by Commissioner Carl Kusters. Motion 5-0.

ATTEST:

Heidi McCullough, Secretary

Jay Hancock, Chairman



EVENTS



- **Women's Gathering:**
Fall Recipe Swap
Sept 24, 10A-12P
Blend
- **Wild West Fall Fest**
Sept 27, 9A
Glenrock
- **Grief Support Group**
Sept 25, 10A
Converse County Library
- **Cricut Vinyl Tote Bags**
Sept 29, 6P
Converse County Library
- **Homecoming Blackout**
Sept 26, 5P
Douglas High School
- **Line Dancing**
Oct 2, 7P
Douglas Senior Center
- **Trucks are for Girls**
Sept 27, 10A-12P
Eastern WY College
- **Haunted History Walking Tour**
Oct 11, 7P
College Inn Bar



More information available at:

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

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

**All Events Are Subject
To Change**

