



CITY OF **DOUGLAS** WYOMING

REGULAR CITY COUNCIL MEETING
January 26, 2026 – 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

Regular City Council Meeting: January 12, 2026

b. Other – Consent

**Ordinance 1059: Franchise Agreement: Mountain West Technologies
"MWT", 3rd Reading**

**Ordinance 1066: An Ordinance Amending Section 2.12.050 (B) and (C)
Appointment Powers, 2nd Reading**

7. Presentations

a. Financial Audit FY 2025: Presentation & Acceptance

8. Discussion Items

a. Water Update: Ben Jordan

- b. **Water Treatment Plant Alternatives-HDR Presentation (20 Minute Presentation, 10 Minute Q&A)**
- c. **City Hall: Update**
- d. **Douglas Community Center: Naming Review**

9. Public Hearing

- a. **Resolution 2026-01: A Resolution Authorizing a Conditional Use Permit to Operate a Nursing Home at 1108 Birch Street, Within the City of Douglas, Wyoming.**
- b. **Resolution 2026-02: A Resolution Authorizing a Conditional Use Permit to Operate an Assisted Living Facility at 1110 Birch Street, Within the City of Douglas, Wyoming.**
- c. **Resolution 2026-03: A Resolution Authorizing a Conditional Use Permit to Operate a Mini Storage Warehouse in a B-1 Local Business Zone at the Location Known as 1704 East Richards Street, Within the City of Douglas, Wyoming.**
- d. **Resolution 2026-09: A Resolution Authorizing a Type B Development to Install Shipping Containers as Mini Storage Warehouses in a B-1 Local Business Zone at the Location Known as 1704 East Richards Street, Within the City of Douglas, Wyoming.**
- e. **Resolution 2026-11: A Resolution Recommending Approval of the Seven Trails Urban Renewal Plan and Project for the City of Douglas, Wyoming Pursuant to Wyoming Statute Section 15-9-110.**
- f. **Resolution 2026-10: A Resolution Authorizing the Submission of a Grant Application by the City of Douglas to the Wyoming Business Council's Business Ready Community Grant and Loan Program - Business Ready Project**

10. Council Action Items

- a. **Resolution 2026-07: Acknowledging and Accepting Change of Franchise Ownership**
- b. **Ordinance 1065: An Ordinance Amending Section 8.08.010 Fireworks Prohibitions, 3rd Reading**
- c. **Ordinance 1067: Establishing a Post-Service Employment Restriction for Former Members of the City Council and Mayor, 1st Reading**
- d. **Resolution 2026-04: A Resolution Ratifying the Adoption of the 2026**

Community Blueprint (Comprehensive Master Plan)

- e. **Resolution 2026-08: A Resolution Authorizing Submission of an Unmet Housing Grant Application to the State Loan and Investment Board on Behalf of the Governing Body for the City of Douglas, Wyoming for the Purpose of Providing Infrastructure to Develop Attainable Housing Intended to Meet the Needs of Middle Income Residents. (Community Center Subdivision & Housing Update)**
- f. **Pool Slide: Coating Proposal**
- g. **Real Estate: Consider Purchase and Sale Agreement with Bernard and Petrjanos**
- h. **Real Estate: Consider Purchase and Sale Agreement with Stephen Gregersen**

11. Financial Report

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

12. Public Comments

13. City Manager's Report

14. Council Information

- a. **Aid To Others Quarterly Report: Boys & Girls Club, Children's Advocacy Project, CCSD#1 Recreation Board, Converse Hope Center, Enterprise, Main Street Douglas, Samuel Mares Post 8 American Legion, Saving Grace Food Pantry, Wyoming State Fair Foundation**
- b. **Notice of Possible Quorum: City/County Breakfast, MHCC Boardroom, February 4, 2026, 7:00 AM**
- c. **Planning & Zoning Commission Minutes: January 19, 2026.**

15. Circle Back Recap

16. Good People Doing Good Things

17. Community Update

- a. **Event Calendar**

18. Executive Session

19. Adjourn

Monday, January 26, 2026

Call to Order at:

Meeting Adjourned at:

City Council Regular Minutes
January 12, 2026

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

Mayor Pexton called the meeting to order at approximately 4:00 p.m. Roll call was taken with the following City Council members present: Kim Pexton, Ron McNare, Perry Hershberger, Matthew Schmidt, Joel Weeks.

Also present: JD Cox, City Manager; Mike Armstrong, City Attorney; Clara Chaffin, Community Development Director; Devon Litzsinger, City Clerk; Todd Byerly, Chief of Police; Brandon Frye, Parks Superintendent; Mary Nicol, Administrative Services Director/Treasurer; Michele Carter, Human Resources Director; and Linda Doane, Deputy City Clerk.

2. Disclosures by City Council Members

None.

3. Approval of General Agenda (Corrections or Additions)

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

4. Leadership Moment

Mayor Pexton provided an inspirational speech.

5. Public Comments

None.

6. Approval of Consent Docket

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

a. Minutes

Special City Council Meeting: December 4, 2025

Regular City Council Meeting: December 8, 2025

b. Bills & Claims

Warrant Register: December 2025

c. Other – Consent

Ordinance 1059: Franchise Agreement: Mountain West Technologies

"MWT", 2nd Reading

7. Presentations

a. Clerk's Office: Update

City Clerk Litzsinger provided an update. Councilmember Hershberger thanked staff for removing the wall and saving the City money.

b. Community Blueprint: Review and Recommendation to Planning & Zoning Commission

Josh Olhava with Ayers provided a presentation.

8. Discussion Items

a. Swimming Pool: Recoating of Slides

Park Superintendent Frye provided an overview.

b. Benefits: Employee Sick Bank

Director Carter provided an update and answered questions from Council.

9. Public Hearing

a. Restaurant Liquor License Consideration: Application from Los Molcajetes Mexican Grill, LLC

Mayor Pexton opened the public hearing at 4:38 pm. City Clerk Litzsinger provided an overview. Public comment in favor or opposition: None. Closed public hearing at 4:40 pm. Councilmember Hershberger moved to approve application for a Restaurant Liquor License from Los Molcajetes Mexican Grill, LLC. Seconded by Councilmember McNare. Motion carried 5-0.

10. Council Action Items

a. Potential Public Meetings Act Violation Investigation

City Attorney Armstrong provided an overview and answered questions from council. Councilmember Hershberger moved to approve the engagement letter with Williams Porter Day and Neville for the purposes of investigating potential violations of the Wyoming Public Meetings Act. Motion not seconded. Motion Failed.

b. Ordinance 1065: An Ordinance Amending Section 8.08.010 Fireworks Prohibitions, 2nd Reading

Chief Byerly provided an overview. Discussion was had. Councilmember McNare moved to approve Ordinance 1065 on second reading with the change of removing the "up to 500 grams" from the Novelty Consumer Fireworks section. Seconded by Councilmember Schmidt. Motion carried 5-0.

c. Ordinance 1066: An Ordinance Amending Section 2.12.050 (B) and (C) Appointment Powers, 1st Reading

Director Carter provided an overview. Councilmember McNare moved to approve Ordinance 1066 as presented on 2nd reading. Seconded by Councilmember Weeks. Motion carried 5-0.

d. Resolution No. 2026-04: A Resolution Recommending Approval of the 2025 Community Blueprint (Comprehensive Master Plan)

Director Chaffin provided an overview. Councilmember Weeks moved to approve to amend resolution 2026-04, correcting 2025 to 2026 throughout. Seconded by Councilmember Schmidt. Motion carried 5-0. Councilmember Schmidt moved to approve resolution 2026-04. Seconded by Councilmember Weeks. Motion carried 5-0.

e. Bid Award: Downtown Utilities Improvements Project

Park Superintendent Frye provided an overview. Councilmember Hershberger moved to accept bid from WYODAK Energy Services for Downtown Utilities Improvements Project in the amount of \$1,071,337.51 and authorize the City Manager to sign all associate documents. Seconded by Councilmember McNare. Motion carried 5-0.

f. Historic Preservation Commission Re-Appointment: Julia Evins

Director Chaffin provided an overview. Councilmember Weeks moved to re-appoint Julia Evins to the Historic Preservation Commission for the term expiring January 13, 2029. Seconded by Councilmember Schmidt. Motion carried 5-0.

g. Historic Preservation Commission Re-Appointment: Lisa Patterson

Director Chaffin provided an overview. Councilmember McNare moved to re-appoint Lisa Patterson to the Historic Preservation Commission for the term expiring January 13, 2029. Seconded by Councilmember Hershberger. Motion carried 4-0. Councilmember Schmidt abstained.

h. (Re)Appointment to Converse County Joint Justice Center Board

City Manager Cox provided an overview. Councilmember McNare moved to approve the re-appointment of Councilmember Hershberger to the Converse County Joint Justice Center Board for the term expiring January 31, 2029. Seconded by Councilmember Schmidt. Motion carried 4-0. Councilmember Hershberger abstained.

11. Financial Report

a. Financial Report: November 2025

Director Nicol provided a report.

12. Public Comments

None.

13. City Manager's Report

City Manager Cox provided a report.

14. Council Information

Councilmember Hershberger requested a discussion on water rates next meeting. Councilmember Schmidt requested staff invite Mike Rowe to the EWC grand opening. Councilmember Weeks reported he will be absent for the next two meetings. Councilmember Schmidt advised he is potentially tendering his resignation in March.

a. Aid To Others Quarterly Report: Douglas Community Club & Golf Course (Q1 and Q2), Youth Development Services

b. Minutes: Converse County Tourism Promotion Board October & November 2025

c. Minutes: Planning & Zoning Commission, November 2025

15. Circle Back Recap

City Clerk Litzsinger provided the circle back recap.

16. Good People Doing Good Things

Mayor Pexton recognized Chief Byerly for receiving from staff the "Grand Cordon" award for being a trailblazer in law enforcement. Councilmember Hershberger gave a "kuddos" to all the participants with Shop with a Cop. Councilmember Schmidt gave a shout-out to the police department's response to an issue. City Manager Cox gave a shout-out to Parks Superintendent Brandon Frye for seeking out and obtaining a grant for the energy efficiency of the new pool.

17. Community Update

a. Event Calendar

A video highlighting upcoming events was played.

18. Executive Session

Councilmember Hershberger moved to adjourn into executive session for the purpose of considering the site selection or purchase of real estate, in accordance with W.S. §16-4-405(a)(vii). Seconded by Councilmember Weeks. Motion carried 5-0. Councilmember Weeks moved to adjourn into executive session for the purpose of considering offers tendering wages, salaries, benefits or terms of employment during negotiations, in accordance with W.S. §16-4-405(a)(x). Seconded by Councilmember McNare. Motion carried 5-0.

19. Adjourn

Meeting adjourns into executive session at approximately 5:24 p.m.

Kim Pexton, Mayor

ATTEST:

Devon Litzsinger, City Clerk

Published:



Agenda Item Report

City Council – January 26, 2026

Item

Ordinance 1059: Franchise Agreement: Mountain West Technologies "MWT", 3rd Reading

Responsible Staff Contact

JD Cox

Recommendation

Executive Summary

This ordinance grants Mountain West Technologies a non-exclusive telecommunications franchise to construct, operate, and maintain hardwire (fiber) facilities in the City's rights-of-way, under City standards and oversight. It establishes a clear legal framework, protects public infrastructure, and aligns with Wyoming law on how franchise fees may be applied.

Expected City Benefits:

- **Downtown connectivity:** Extends fiber through key downtown corridors as part of initial build-out.
- **Public Works connection:** Connects the Public Works Building from Clay Street to North 3rd.
- **City Hall connection:** Connects City Hall along North 4th from Antelope Bridge.
- **Future flexibility:** Positions the network to support additional community anchors as build-out continues.

UPDATE – Franchise Fees (Plain Language):

Under Wyoming law, Douglas may charge a **5% franchise fee only on the "old-school" phone portion of service (local phone calls), not on internet service.** This matches how the City treats other similar providers, so all are handled consistently.

Background

This ordinance authorizes a non-exclusive telecommunications franchise with Mountain West Technologies to support the build-out of a modern fiber network in Douglas while protecting the City's legal, financial, and infrastructure interests. Mountain West is permitted to construct, operate, and maintain hardwire (not wireless) telecommunications facilities within City rights-of-way, subject to City standards and oversight. The ordinance modernizes the City's approach to telecommunications in the right-of-way and aligns with state and federal law.

Franchise fee:

The ordinance provides for a 5% franchise fee, but only on the telephonic portion of Mountain West's services (local exchange/phone service), consistent with Wyoming law. The City does not collect a franchise fee on internet access revenues. This approach aligns with how Douglas treats other similar providers, including Visionary. Plain language: Douglas can charge 5% on the "old-school" phone part of the service, but not on internet service, so all providers are treated consistently under the same rules.

Standard municipal practice:

Under Wyoming law and typical municipal practice, private utilities and communications providers must obtain a franchise or similar authorization before they construct and maintain facilities in the public rights-of-way.

Review and public process:

The ordinance reflects that the City has reviewed Mountain West's technical capacity, financial condition, legal qualifications, and character, and has considered its plans in a public proceeding with notice and an opportunity to be heard.

Public interest finding:

Based on that review, the City has determined that the proposed franchise is consistent with existing City laws and regulations and that granting it is in the public interest.

Key structural elements:

The franchise defines a 15-year initial term, with two optional 10-year renewals, providing long-term stability while still allowing future Councils to review performance and legal changes at renewal points. It formalizes a long-term framework that gives both the City and Mountain West predictability while preserving the City's regulatory authority and enforcement tools.

Risk management for the City:

Mountain West must indemnify the City for claims arising from its negligent acts, maintain appropriate insurance (including liability and workers' compensation), and follow City standards when disturbing or restoring streets and rights-of-way. This reduces risk to taxpayers and protects public assets.

Compliance and enforcement tools:

The ordinance establishes procedures for addressing alleged non-compliance, including

notice, an opportunity to cure, and potential franchise revocation after a public hearing. It allows amendments if laws change and explicitly preserves the City's sovereign immunity and home-rule authority.

Strategic benefits and context:

Beyond the legal framework, the franchise is strategically important for Douglas. It enables the creation of a resilient fiber backbone interconnecting key municipal facilities—such as City Hall, Public Works, the Landfill, SCADA sites, and future community anchors—and provides a platform for secure data services, operational redundancy, and future “smart city” applications. Partnering with a “307 First” locally owned provider encourages additional private investment in fiber infrastructure that can improve service quality for residents and businesses and support long-term economic diversification. The framework also supports a stable, lawful revenue stream from eligible telephonic services and better long-term management of City connectivity costs.

Why this framework is needed / why now:

As providers extend fiber and hardwire networks, Douglas needs a modern, enforceable framework that:

- **Protects public assets:** Ensures construction and maintenance are done to City standards and reduces long-term impacts on streets and utilities.
- **Ensures fair value:** Converts private use of public rights-of-way into transparent, auditable compensation and clear obligations for the community, within the limits of Wyoming law.
- **Reduces future conflict:** Clarifies expectations and responsibilities now, rather than negotiating case-by-case disputes after facilities are already in the ground.

Net effect:

The franchise positions Douglas to support modern telecommunications infrastructure while maintaining strong stewardship of public space, fiscal responsibility, and long-term community benefit.

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. Ordinance 1059

ORDINANCE NO. 1059

AN ORDINANCE GRANTING A FRANCHISE TO MOUNTAIN WEST TECHNOLOGIES, INC. ON BEHALF OF ITSELF AND ITS OPERATING AFFILIATES ("MOUNTAIN WEST") TO OPERATE AND MAINTAIN A HARDWIRE TELECOMMUNICATIONS SYSTEM ("SYSTEM" OR "THE SYSTEM") IN THE CITY OF DOUGLAS, WYOMING ("CITY" OR "THE CITY").

The City hereby ordains that it is in the public interest to grant Mountain West a Franchise to operate a hardwire (not wireless) System pursuant to the terms and conditions contained herein.

FINDINGS

In review of Mountain West Technologies, the City of Douglas, Wyoming makes the following findings: Mountain West's technical ability, financial condition, legal qualifications, and character were considered and approved in a full public proceeding after due notice and a reasonable opportunity to be heard; Mountain West's plans for operating the System were considered and found adequate and feasible in a full public proceeding after due notice and a reasonable opportunity to be heard; and The Franchise granted to Mountain West by the City complies with the existing laws and regulations of the City of Douglas, Wyoming.

Section 1.) Grant of Franchise. The City hereby grants to Mountain West the non-exclusive right, privilege and authority to construct, maintain, operate, upgrade, adjust, protect, support, raise, lower, disconnect, remove and relocate its cables, poles, wires, conduits, conductors, pipes and related appurtenances ("Facilities") for its System in, under, along, over and across the present and future streets, roadways, highways, avenues, courts, lanes, alleys, sidewalks, rights of way and similar public areas of the City ("Rights-of-Way"), for the purpose of providing telecommunications services to the City's inhabitants, hereinafter "the Franchise" or "Franchise." The Franchise area is defined as the area within the legal boundaries of the City.

Section 2) Acceptance by Mountain West. Within sixty (60) days after the passage of this Ordinance by the City, Mountain West shall file a signed copy thereof with the City clerk, otherwise the Ordinance and the rights granted herein shall be null and void.

Section 3) Term. The term of this Franchise commences upon the passage of this Ordinance and continues in full force and effect for fifteen (15) years ("Initial Term"). At least thirty (30) days prior to the expiration of the Initial Term, Mountain West shall notify City of its intent to terminate the Franchise or it may elect to extend this Franchise for two (2) additional ten (10) year periods ("Renewal Term"). The Initial Term and Renewal Term may be collectively referred to as "Term." The City will not unreasonably refuse to extend the Franchise for two (2) additional ten (10) year periods if Mountain West is in compliance with the terms of this Ordinance and applicable law, and the compensation terms are acceptable to both parties. The Term shall be specifically subject to the Provisions of Term (Section 20) set forth below.

Section 4) Franchise Fee. From and after the date of Mountain West's acceptance of this Ordinance and until its expiration, Mountain West will pay to the City five percent (5%) of Mountain West's Gross Revenue (as defined in Appendix A hereto). Payment shall be made annually within sixty(60) days after the last day of the calendar year for which the payment applies during the Term of this Franchise.

Section 5) Records Inspection. Mountain West shall make available to the City, upon reasonable advance written notice of no less than sixty (60) days, such information pertinent only to enforcing the terms of this Ordinance in such form and at such times as Mountain West can reasonable make available. Subject to applicable laws, any information that is provided to the City and/or that the City reviews in camera is confidential and proprietary and shall not be disclosed or used or any purpose other than verifying compliance with the terms of this Ordinance. Any such information provided to the City shall

be immediately returned to Mountain West following review. The City will not make copies of such information.

Section 6) Non-Exclusive Franchise. The right to use and occupy the Rights-of-Way of the City shall be non-exclusive, and the City reserves the right to use the Rights-of-Way for itself or any other entity. The City, however, shall not unreasonably interfere with Mountain West's Facilities or the rights granted Mountain West herein.

Section 7) City Regulatory Authority. The City reserves the right to adopt such additional ordinances and regulations as may be deemed necessary in the exercise of its police power for the protection of the health, safety and welfare of its citizens and their properties consistent with applicable Federal and State law.

Section 8) Indemnification. Mountain West is required, and by the acceptance hereof, agrees to fully indemnify, defend, hold harmless, protect and save the City, its council, manager, officers, employees and agents, harmless from and against all damage, lawful claims and demands, and from any and all loss, liability, cost or expense, necessarily incurred as a result thereof, arising out of any negligent act or omission of Mountain West in the construction, removal, maintenance, operation, replacement, inspection or repair of the Facilities or in the use and operation thereof, including but not limited to attorneys' fees and costs incurred. Mountain West shall at all times comply with any lawful present or future ordinances, rules or regulations of the City relating to the manner of occupation or use, or to the repair or improvement of said streets and property. The City shall: (1) give prompt written notice to Mountain West of any claim, demand, or lien with respect to which the City seeks indemnification hereunder; and (b) permit Mountain West to assume the defense of such claim, demand, or lien. Mountain West shall not be subject to liability for any settlement made without its consent. Notwithstanding the other provisions contained herein, Mountain West shall in no event be required to indemnify the City for any claims, demands, or liens arising from the negligence or wrongful actions or inactions of the City, its officials, boards, commissions, agents, contractors and/or employees.

Section 9) Insurance Requirements. Mountain West will maintain in full force and effect for the Term of the Franchise, at Mountain West's expense, a comprehensive liability insurance policy written by a company authorized to do business in the State of Wyoming protecting it against liability for loss, personal injury, and property damage occasioned by the operation of the Facilities by Mountain West. Such insurance will be in an amount not less than \$1,000,000 per occurrence. Mountain West will also maintain Workers' Compensation coverage throughout the Term of this Franchise as required by state law. Mountain West shall issue a certificate of insurance to the City annually upon its renewal.

Section 10.) Plan. Design. Construction and Installation of Mountain West's Facilities.

- 10.1)** All Facilities under authority of this Ordinance shall be used, constructed, and maintained in accordance with applicable law.
- 10.2) Maps.** Mountain West shall file as-built maps and/or drawings with the City, in a form reasonably prescribed by the City, including electronic formats that can be imported into the City's Geographical Information System ("GIS"). Mountain West shall provide as-built maps and/or drawings to City staff, when specifically requested, that are accurate to within three (3) feet. Initial Facilities plans shall be filed within thirty (30) days of the effective date of this Ordinance and shall be updated upon completion of any significant additions to Mountain West's Facilities in the City. Information, if confidential, shall be marked as such and maintained as confidential as permitted under applicable law.
- 10.3)** Mountain West shall, prior to commencing new construction or major reconstruction work in Rights-of-Way or other public places, apply for a permit from the City, which permit shall not be unreasonably withheld, conditioned or delayed, and for which all required permit fees shall be imposed. Mountain West will abide by all applicable ordinances and reasonable rules, regulations and requirements of the City consistent with applicable law, and the City may inspect the manner of such work and require remedies as may be reasonably necessary to assure compliance. Notwithstanding the foregoing, Mountain West shall not be obligated to obtain a permit to perform emergency repairs to its Facilities.

- 10.4)** To the extent practical and consistent with any permit issued by the City, all Facilities shall be located so as to cause minimum interference with the Rights-of-Way and shall be constructed, installed, maintained, renovated or replaced in accordance with applicable rules, ordinances and regulations of the City. Mountain West's installation, construction, operation, or maintenance of the Facilities shall not interfere with or hinder the City's installation, construction, maintenance, or operation of any public works, public improvements, or other publicly-owned facilities or systems. To the extent practical, Mountain West shall confer with City on the location of all Facilities placed within the Rights-of-Way prior to installation.
- 10.5)** If, during the course of work on its Facilities, Mountain West causes damage to or alters the Rights-of-Way or other public property, Mountain West shall replace and restore such Rights-of-Way or public property at Mountain West's sole cost and expense to the condition that existed immediately prior to such damage or alteration and to the satisfaction of the City of Douglas. In addition, any asphalt that is replaced cannot be bagged pothole mix. In the event the City is required to repair the damage Mountain West shall pay all costs incurred including, but not limited to, the wages of the City's employees.
- 10.6)** Mountain West shall have the right to excavate the Rights-of-Way subject to reasonable conditions and requirements of the City. Before installation of new underground facilities or replacing existing underground facilities, each shall first notify the other party of such work and allow the other party, at its own expense, to share the trench for laying of its own facilities therein, provided that such action will not unreasonably delay project completion.
- 10.7)** Nothing in this Ordinance shall be construed to prevent the City from constructing, maintaining, repairing, or relocating its sewers, streets, water mains, sidewalks, or other public property. However, before commencing any work within a Rights-of-Way that may affect Mountain West's Facilities, the City shall give written notice to Mountain West, and all such work shall be done, insofar as practicable, in such a manner as not to obstruct, injure, or prevent the free use and operation of Mountain West's Facilities.
- 10.8)** In areas where all other utility lines are placed underground Mountain West shall construct and install its Facilities underground. In areas where one or more public utilities are aerial, Mountain West may construct and install its Facilities aerially, or above ground Mountain West shall notify the City at least five (5) working days before construction or installation starts.
- 10.9)** Mountain West shall not attach to, or otherwise use or commit to use, any pole owned by the City until a separate pole attachment agreement has been executed by the parties.

Section 11.) Relocation of Facilities.

- 11.1)** Relocation for the City. Mountain West shall, upon receipt of advance written notice of not less than sixty (60) days, protect, support, adjust, raise, lower, temporarily disconnect, relocate, or remove any Mountain West property located in Rights-of-Way when required by the City consistent with its police powers. Mountain West shall be responsible for any costs associated with these obligations.
- 11.2.)** Relocation for a Third Party. Mountain West shall, at the request of any person holding a lawful permit issued by the City, protect, support, adjust, raise, lower, temporarily disconnect, relocate or remove any Mountain West property located in the Rights-of-Way, provided that the cost of such action is borne by the third party requesting it, and Mountain West is given advance written notice of not less than sixty (60) days. In said situation, Mountain West will require advance payment of the costs.
- 11.3)** Alternatives to Relocation. Mountain West may, after receipt of written notice requesting a relocation of Facilities, submit to the City written alternatives to such relocation. Such alternatives shall include the use and operation of temporary transmitting facilities in adjacent Rights-of-Way
- 11.4)** The City shall promptly evaluate such alternatives and advise Mountain West in writing if one or more of the alternatives are suitable. If requested by the City, Mountain West shall promptly submit additional information to assist the City in such evaluation. The City shall give each alternative proposed by Mountain West full and fair consideration. In the event the City determines there is no reasonable alternative, Mountain West shall relocate the components of the System as otherwise provided herein. Notwithstanding the foregoing, Mountain West shall in all cases have the right to abandon the Facilities.

Section 12.) Vegetation Management. Mountain West shall have the authority, but not the obligation, to trim trees and other natural growth in the Rights-of-Way in order to access and maintain its Facilities in

compliance with applicable law and industry standards. This right shall in no way impose a duty on Mountain West; instead, this right gives permission to Mountain West should Mountain West elect to conduct such activities from time-to-time in order to access and maintain its Facilities.

Section 13.) Renewal. At least one hundred twenty (120) days prior to the expiration of this Ordinance, Mountain West and the City shall either agree to extend the Term or use best faith efforts to renegotiate a replacement Franchise agreement.

Section 14.) Revocation of Franchise for Non-Compliance.

In the event the City believes that Mountain West has not complied with the terms of this Ordinance, the City shall informally discuss the matter with Mountain West. If these discussions do not lead to resolution of the problem, the City shall notify Mountain West in writing of the exact nature of the alleged noncompliance.

- 14.1)** Mountain West shall have (30) days from receipt of the written notice described in subsection **14.2)** to either respond to the City, contesting the assertion of non-compliance, or otherwise initiate reasonable steps to remedy the asserted non-compliance issue, notifying the City of the steps being taken and the projected date that the steps will be completed.
- 14.3)** In the event that Mountain West does not comply with subsection **14.2**, above, the City shall schedule a public hearing to address the asserted non-compliance issue. The City shall provide Mountain West at least thirty (30) days prior written notice of and the opportunity to be heard at the hearing.
- 14.4)** Subject to applicable federal and state law, in the event the City, after the hearing set forth in subsection **14.3**, determines that Mountain West is non-compliant with this Ordinance, the City may:
- (A) Seek specific performance of any provision which reasonably lends itself to such remedy, as an alternative to damages; or
 - (B) Commence an action at law for monetary damages or equitable relief; or
 - (C) In the case of substantial non-compliance with a material provision of the Ordinance, seek to revoke the Franchise in accordance with subsection **14.4**, below.
- 14.5)** Should the City seek to revoke the Franchise after following the procedures set forth above, the City shall cause to be served upon Mountain West, at least ten (10) days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to revoke the Franchise. At the designated hearing, the City shall give Mountain West an opportunity to state its position on the matter, after which the City shall determine whether or not the Franchise shall be revoked.

The City may, at its sole discretion, take any lawful action which it deems appropriate to enforce its rights under this Ordinance in lieu of revocation.

14.6) Notwithstanding the foregoing provisions in this **Section 15**, Mountain West does not waive any of its rights under applicable law.

Section 15.) No Waiver of Rights. Neither the City nor Mountain West shall be excused from complying with any of the terms and conditions contained herein by any failure of the other, or any of its officers, employees or agents, upon any one or more occasions to insist upon or to seek compliance with any such terms and conditions. Each party expressly reserves any and all rights, remedies, and arguments it may have at law or equity, without limitation, and to argue, assert, and/or take any position as to the legality or appropriateness of any provision in this Ordinance that is inconsistent with federal or state law, as may be amended.

Section 16.) Transfer of Franchise. Mountain West's right, title or interest in the Franchise shall not be sold, transferred or assigned, or otherwise encumbered without notice to the City, except when said sale, transfer, assignment, or encumbrance is to an entity controlling, controlled by, or under common control with Mountain West, or for transfers in trust, by mortgage, by other hypothecation, or by assignment of any rights, title or interest of Mountain West in the Franchise or Facilities to secure indebtedness provided the City before any sale, transfer or assignment must consent. The City cannot unreasonably withhold its consent.

Section 17.) Amendment. At any time during the Term of the Franchise, the City, through its governing body, or Mountain West, may propose an amendment or addendum to this Franchise by giving thirty (30) days written notice to the other of the proposed amendment or addendum desired, and both parties thereafter, through their designated representatives, will, within a reasonable time, negotiate in good faith in an effort to agree upon mutually satisfactory amendment. No amendment may be adopted without mutual written agreement of the Parties.

Section 18.) Force Majeure. Mountain West shall not be held in default under, or in non-compliance with, the provisions of this Ordinance, nor suffer any enforcement or penalty relating to non-compliance or default (including revocation of the Franchise), where such non-compliance or alleged faults occurred or were caused by riot, war, earthquake, flood, unusually severe rain or snow storm, tornado or other catastrophic act of nature or judicial order or regulation or fiber cut or other damage or event that is reasonably beyond Mountain West's ability to anticipate or control. This provision also covers work delays caused by waiting for utility providers to service or monitor its utility poles on which Mountain West's Facilities and/or equipment is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary and delays caused by limited access to easements, poles or streets.

Section 19.) Provisions of Term. If, after the effective date of this Ordinance, should there be any enactment or promulgation of any federal or state law, regulation or order, or a decision of a court of competent jurisdiction that significantly changes Mountain West's or the City's rights or obligations under this Ordinance, or that pertains to any of the terms or provisions herein, including, but not limited to, the imposition, payment, collection or treatment of the franchise fees payable hereunder, then Mountain West and the City, by providing written notice to the other party, each shall have the right to request that affected portions of this Ordinance be amended or that there be an addendum hereto. The parties shall commence good-faith negotiations within sixty (60) days of such notice and endeavor to conclude such negotiations within ninety (90) days. Any amendment or addendum agreed to by the parties shall become effective upon the passage and acceptance of such amendment or addendum. In the event that an amendment or addendum cannot be agreed upon pursuant to the terms of this section, either the City or Mountain West may file an action with any court or agency with competent jurisdiction to conform the Franchise to the new law, regulation or order.

Section 20.) Notices. Any notice required or permitted to be given hereunder shall be deemed sufficient if given by a communication in writing and shall be deemed to have been received (a) upon personal delivery or actual receipt thereof or (b) within two (2) business days after such notice is deposited with the United States Postal Service, postage prepaid, certified, and addressed to the parties as set forth below:
The City of Douglas 101 N. Fourth St.
P.O. Box 1030
Douglas, WY 82633

Mountain West Technologies, Fiber Administrator 851 Werner Court, Suite 100 Casper, WY 82601

Section 21.) Publication Costs: Mountain West shall pay all publication costs associated with the adoption of this ordinance.

Section 22.) Severability. If any section, sentence, paragraph, term or provision hereof is for any reason determined to be illegal, invalid, or superseded by other lawful authority, including any federal or state regulatory authority having jurisdiction thereof, or unconstitutional, illegal or invalid by any court of common jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the Term of the Franchise or any renewal or renewals thereof.

Section 23.) Sovereign Immunity/Governmental Claims. The City does not waive its sovereign immunity or its governmental immunity by entering into this Agreement and fully retains all immunities and defenses provided by law with regard to any action based on this Agreement. Any actions or claims against the City

under this Agreement must be in accordance with and are controlled by the Wyoming Governmental Claims Act, W.S. 1-39-101 et seq. (1977) as amended.

Section 24.) Interpretation. The Parties hereto agree that (i) the laws of Wyoming shall govern this Agreement; (ii) any questions arising hereunder shall be construed according to such laws; and (iii) this Agreement has been negotiated and executed in the State of Wyoming and is enforceable only in the courts of Wyoming and the Eighth Judicial District.

Section 25.) Entire Agreement. This Ordinance contains the full, complete, and integrated statement of each and every term and provision agreed to by and among the Parties and supersedes any prior writings or agreements (written or oral) between or among the Parties, which prior agreements may no longer be relied upon for any purpose. This Ordinance shall not be orally modified in any respect and can be modified only by the written agreement of the Parties and subsequent amendment of this Ordinance as required by law.

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 – January 26, 2026

Item

Ordinance 1066: An Ordinance Amending Section 2.12.050 (B) and (C) Appointment Powers, 2nd Reading

Responsible Staff Contact

Michael Armstrong

Recommendation

Approve Ordinance 1066 as presented on the first reading

Executive Summary

This ordinance update brings the City's rules into alignment with current practices and modernizes the language.

Background

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

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

Budget/Fiscal Impact

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

Action Requested/Recommended Motion

Approve Ordinance 1066 as presented on the first reading

Attachments

1. Ordinance 1066 City Manager Appointment of Powers DRAFT - 1st Reading

20260112

ORDINANCE NO. 1066

AN ORDINANCE AMENDING SECTION 2.12.050 (B) and (C) OF THE DOUGLAS MUNICIPAL CODE
PERTAINING TO APPOINTMENT OF POWERS

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 2.12.050 (B) and (C) of the Douglas Municipal Code is hereby amended to read as follows:

2.12.050 Appointment powers

B.

The city manager shall appoint a city clerk, city treasurer/finance director, community development director, chief of police, human resources director, public works director, and fire chief. ~~The city manager shall make appointments to these positions and removal from these positions when necessary, with the concurrence of the governing body.~~

C.

The city manager may appoint and remove all subordinates, clerks, assistants, laborers and servants and fix the compensation of those appointed ~~by him~~ within the limits fixed by the governing body and the law, consistent with the city's ability to pay. Appointment shall be on the basis of merit. Nothing herein shall be construed as affecting or superseding the provisions of W.S. 1997 §§ 15-5-101—15-5-301, relating to the police and fire departments. Except as otherwise provided, ~~he the city manager~~ shall prescribe the powers and duties of all employees. ~~He They~~ shall file with the clerk a list of the names of all employees, together with a statement of the salary or compensation each is to receive. ~~He The city manager~~ shall seek the advice of the governing body on personnel matters as ~~he they~~ deems necessary.

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 – January 26, 2026

Item

Financial Audit FY 2025: Presentation & Acceptance

Responsible Staff Contact

Mary Nicol

Recommendation

Accept the financial audit for fiscal year 2025 as presented.

Executive Summary

Background

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

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

Budget/Fiscal Impact

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

Action Requested/Recommended Motion

I move to accept the financial audit for fiscal year 2025 as presented.

Attachments

1. FY25 City of Douglas Audit Report

DRAFT



CITY OF DOUGLAS, WYOMING

Basic Financial Statements

For the Year Ended June 30, 2025

(With Independent Auditor's Report Thereon)

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DRAFT

INDEPENDENT AUDITOR'S REPORT

INDEPENDENT AUDITOR'S REPORT

The Honorable Mayor and Members of the City Council
City of Douglas, Wyoming
101 North 4th Street
Douglas, Wyoming 82633

Report on the Audit of the Financial Statements

Opinions

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Douglas, Wyoming (the City), as of and for the year ended June 30, 2025, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City, as of June 30, 2025, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards* (GAS), issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and GAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and GAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, budgetary comparison, pension related schedules, and other post-employment benefit (OPEB) related schedules as listed in the table of contents be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The nonmajor funds combining schedules and schedule of expenditures of federal awards, as required by *Title 2 U.S. Code of Federal Regulations, Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The nonmajor funds combining schedules and schedule of expenditures of federal awards are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the nonmajor funds combining schedules and schedule of expenditures of federal awards are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated December 23, 2025, on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.

Sheridan, Wyoming
December 23, 2025

DRAFT

MANAGEMENT'S DISCUSSION AND ANALYSIS

MANAGEMENT'S DISCUSSION AND ANALYSIS
JUNE 30, 2025

As management of the City of Douglas (City), we present to readers of the City's basic financial statements this narrative overview and analysis of the financial activities of the City for the fiscal year ended June 30, 2025. We encourage readers to consider the information presented here in conjunction with the City's financial statements, notes to the financial statements and various supplementary information.

FINANCIAL HIGHLIGHTS

Government-Wide:

The restricted and unrestricted assets of the City exceeded its liabilities at the close of the most recent fiscal year by \$92,658,043 (net position). Of this amount, \$102,177,287 may be used to meet the City's ongoing General Fund, other governmental funds, and business-type activity obligations to citizens and creditors. Specific expenditure restrictions are \$192,661 for the Perpetual Care Fund and \$12,593 for special police projects. The City also has \$90,275,502 invested in capital assets, net of debt obligations. The City's total net position, including all funds of the primary government, increased by \$13,824,837.

The City's total net long-term liabilities increased by \$498,372 during the current fiscal year. The increase was primarily due to the increase of pension and post-retirement liabilities.

Fund Basis:

As of June 30, 2025, unassigned fund balance for the General Fund was \$27,005,544.

As of June 30, 2025, the City's other governmental funds reported combined ending fund balances of \$55,112,138 of which all is assigned for equipment replacement or capital projects except for \$205,254 which is restricted for police grants and cemetery perpetual care.

OVERVIEW OF THE FINANCIAL STATEMENTS

This discussion and analysis is intended to serve as an introduction to the City's basic financial statements. The City's basic financial statements are comprised of three components: government-wide financial statements, fund financial statements, and notes to the basic financial statements. This report also contains other supplementary information in addition to the basic financial statements.

Government-Wide Financial Statements

The government-wide financial statements are designed to provide readers with a broad overview of the City's finances, in a manner similar to private-sector business.

The statement of financial position presents information on all the City's assets and liabilities, with the difference between the two reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the net position of the City is improving or deteriorating.

The statement of activities presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods such as revenues pertaining to uncollected taxes or expenses pertaining to earned but unused vacation and sick leave.

The government-wide financial statements distinguish functions of the City that are principally supported by taxes and intergovernmental revenues, such as grant revenue (governmental activities), and from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (business-type activities).

Governmental activities of the City include those related to legislative and legal, general government, public safety, public health, community and cultural, public works and direct assistance to other entities.

Business-type activities of the City include those related to water, sewer, sanitation, and solid waste (landfill) utility services.

Fund Financial Statements

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The City, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All funds of the City can be divided into three categories: governmental funds, proprietary funds and fiduciary funds.

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating the City's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The City maintains several individual governmental funds. Information is presented separately in the governmental fund balance sheet and in the governmental fund statement of revenues, expenditures, and changes in fund balances for the General and certain capital projects funds (Street Improvement, Pool Renovation, and Public Facilities), which are considered major funds.

Data from the remaining governmental funds are combined into a single, aggregated presentation. Individual fund data for each of these non-major governmental funds is provided in the form of combining statements, located in the other supplementary information section of this report.

The City adopts an annual appropriated budget for its funds. A budgetary comparison is provided for each of the City's major governmental funds to demonstrate compliance with this budget. The budgetary comparison statement for the general fund is in the required supplementary information section of this report.

Proprietary funds are generally used to account for operations that provide services to the public on a continuing basis or to internal City departments. Proprietary funds provide the same type of information contained in the business-type activities portion of the government-wide financial statements, only in more detail. The City maintains two different types of proprietary funds, enterprise, and internal service.

Enterprise funds are used to report the same functions presented as business type activities in the government-wide financial statements. The City uses enterprise funds to account for its water, sewer, sanitation, and solid waste management (landfill) utility operations. The City reports enterprise operations for the water, sewer, sanitation, and solid waste management (landfill) utility operations. The water, sewer, landfill, and sanitation collection funds are considered major funds.

Internal Service funds are accounting mechanisms used to accumulate and allocate costs among the City's various functions. The City uses an internal service fund to account for the operation of the City's Employee Health Insurance function. Because these services predominantly benefit governmental rather than business-type functions, they are incorporated into governmental activities in the government-wide financial statements. The internal service fund is presented in the proprietary fund financial statements.

Fiduciary funds are used to account for resources held for the benefit of parties outside the government and consist of Perpetual Care, Deferred Compensation, Visible Memorials, Utility Deposits, and Historic Preservation. Fiduciary funds are not reflected in the accompanying government-wide financial statements because the resources of those funds are not available to support the City's programs. The accounting used for fiduciary funds is much like that used for proprietary funds. The fiduciary fund financial statements can be found in the basic financial statements section of this report.

NOTES TO THE BASIC FINANCIAL STATEMENTS

The Notes to the Basic Financial Statements provide additional information and narrative disclosures that are essential to a full understanding of the data provided in the government-wide and fund financial statements.

Other information: In addition to the basic financial statements and accompanying notes, this report also presents certain required supplementary information concerning the City's budgetary compliance of the General Fund. The combining statements referred to earlier in connection with governmental funds and fiduciary funds are presented immediately following the required supplementary information.

STATEMENT OF NET POSITION

	Governmental Activities		Business-type Activities	
	2025	2024	2025	2024
ASSETS				
Current and other assets	\$ 91,203,065	\$ 88,658,600	\$ 23,528,571	\$ 20,380,869
Noncurrent assets	46,082,878	40,579,558	44,231,055	39,736,499
Total assets	137,285,943	129,238,158	67,759,626	60,117,368
DEFERRED OUTFLOWS OF RESOURCES				
Related to pension	719,205	941,989	197,985	147,237
Related to post employment	203,511	92,013	-	-
Total deferred outflows of resources	922,716	1,034,002	197,985	147,237
LIABILITIES				
Current liabilities	4,550,006	3,075,237	1,044,412	924,734
Noncurrent liabilities	4,195,072	4,049,656	2,038,793	2,041,836
Total liabilities	8,745,078	7,124,893	3,083,205	2,966,570
DEFERRED INFLOWS OF RESOURCES				
Related to pension	1,180,712	1,239,207	153,519	48,607
Related to post employment	345,713	324,282	-	-
Total deferred inflows of resources	1,526,425	1,563,489	153,519	48,607
NET POSITION				
Net invested in capital assets	46,082,878	40,579,558	44,192,624	39,684,927
Restricted	205,254	217,598	-	-
Unrestricted	81,649,024	80,786,622	20,528,263	17,564,501
Total Net Position	\$ 127,937,156	\$ 121,583,778	\$ 64,720,887	\$ 57,249,428

OVERVIEW OF FINANCIAL POSITION

As noted earlier, financial position may serve over time as a useful indicator of a government's financial position. In the case of the City, assets exceeded liabilities by \$192,658,043 at the close of the fiscal year.

A large portion of the City's financial position (47%) reflects its net investment of \$90,275,502 in capital assets (for example, land, buildings, infrastructure, vehicles, and equipment), net of related debt used to acquire those assets and that is still outstanding. The City uses these capital assets to provide services to citizens; consequently, these assets are not available for future spending. Although the City's investment in its capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

An additional portion of the City's financial position, \$205,254, represents resources that are subject to external restrictions on how they may be used. The remaining balance of unrestricted financial position in all City funds of \$102,177,287 may be used to meet the government's ongoing obligations to citizens and creditors. Specific expenditure designations apply to the special revenue funds and much of the capital project funds.

At June 30, 2025, the City is able to report positive balances in all three categories of financial position, for the government as a whole and business-type activities.

The City's net position increased \$13,824,837 during the current fiscal year. This increase is due to the change in net position of the Governmental Activities of \$6,353,378 and an increase in net position of Business –Type activities of \$7,471,459.

Mineral taxes, sales taxes, property taxes, franchise fees and other taxes are general revenues used to support overall government functions; therefore, these are not shown as program revenues. Governmental activities increased the City's net assets by \$6,353,378. Key factors of this change in governmental activities is due to the stabilized economy from the energy related activities and continued deferment for future capital projects.

The City's business-type activities consisting of the water, sewer, sanitation, and landfill funds are mainly funded by fees for services. Business-type activities increased the City's overall financial position by \$7,471,459 for the fiscal year mainly due to a stabilized economy due to the energy related activities and continued deferment for future capital projects.

The fund balances of the capital projects funds represent assigned funds to be used for payment of current in-process and future capital projects.

The Internal Service Fund has an unrestricted net position (deficit) of (\$485,538) to cover the current costs related to employee health insurance premiums and operating costs.

The City maintains agency funds for the assets of the Perpetual Care, Visible Memorials, Utility Deposits, and Historic Preservation. They also maintain a Pension Trust Fund to account for the activity of the Deferred Compensation Plan and the Retirement Health Savings Plan.

The City's investment in capital assets for its governmental and business-type activities for the current fiscal year amounts to \$90,275,502 (net of debt obligation). This investment in capital assets includes land, buildings and related systems, improvements, machinery and equipment, park facilities, and infrastructure.

Major capital projects in progress during the year included the various water, sewer & street projects, equipment purchases and replacements and building repairs and maintenance.

At the end of the current fiscal year, the City had total net long-term obligations outstanding of \$6,526,187. Of this amount, \$677,250 relates to the Landfill post closure liability and \$697,951 for accrued compensated absences.

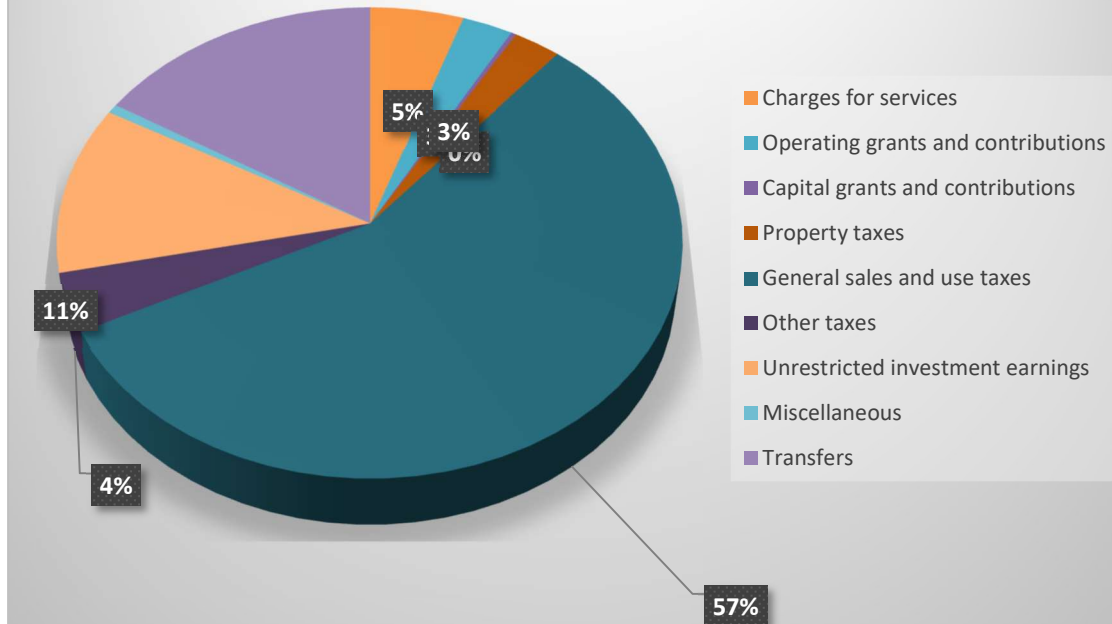
STATEMENT OF ACTIVITIES

DRAFT CITY OF DOUGLAS WYOMING

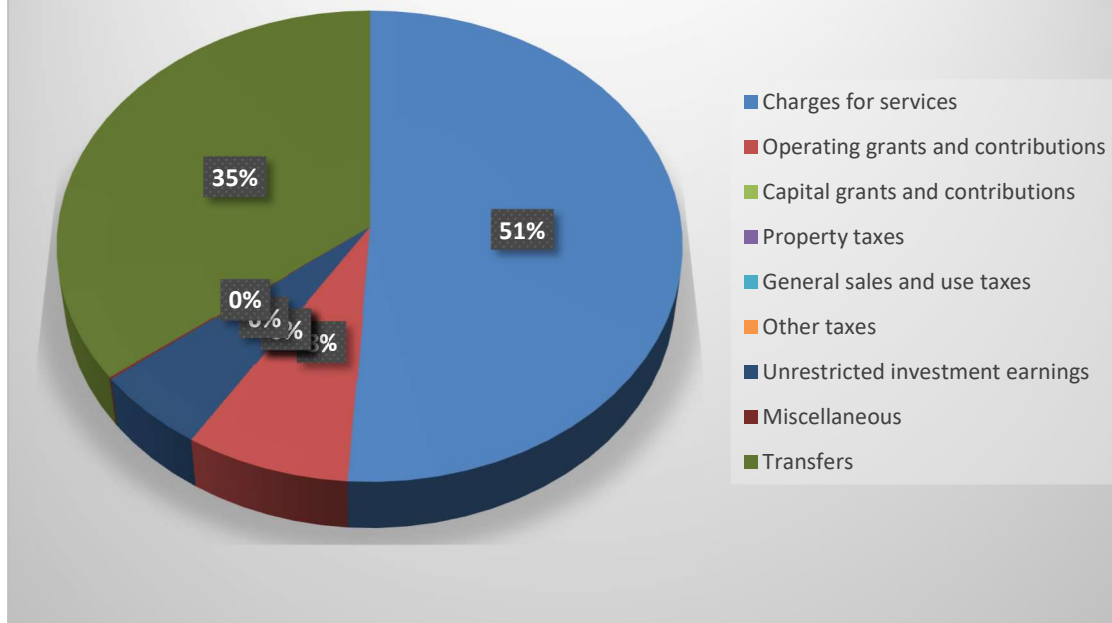
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	Governmental Activities		Business-type Activities	
	2025	2024	2025	2024
REVENUES				
Charges for services	\$ 1,680,602	\$ 1,446,620	\$ 7,441,571	\$ 6,722,156
Operating grants and contributions	912,100	716,400	1,149,199	-
Capital grants and contributions	90,590	664,001	-	-
Property taxes	854,368	837,287	-	-
General sales and use taxes	18,210,794	19,642,575	-	-
Other taxes	1,298,645	1,235,763	-	-
Unrestricted investment earnings	3,716,919	2,493,621	797,309	663,699
Miscellaneous	(200,374)	(209,082)	(19,298)	45,021
Transfers	(5,195,000)	(1,800)	5,169,000	-
Total revenues	<u>21,368,644</u>	<u>26,825,385</u>	<u>14,537,781</u>	<u>7,430,876</u>
EXPENSES				
General government	7,230,302	4,092,252	-	-
Public safety	3,667,518	3,637,884	-	-
Streets and public works	2,224,824	2,809,930	-	-
Culture and recreation	933,519	842,144	-	-
Cemetery	439,836	366,622	-	-
Community service	519,267	1,475,162	-	-
Water	-	-	2,453,798	2,307,942
Sewer	-	-	1,578,829	1,386,656
Sanitation	-	-	1,502,796	1,399,205
Landfill	-	-	1,530,899	1,416,715
Total expenses	<u>15,015,266</u>	<u>13,223,994</u>	<u>7,066,322</u>	<u>6,510,518</u>
Change in net position	6,353,378	13,601,391	7,471,459	920,358
Net position - beginning	<u>121,583,778</u>	<u>107,982,387</u>	<u>57,249,428</u>	<u>56,329,070</u>
Net position - ending	<u>\$ 127,937,156</u>	<u>\$ 121,583,778</u>	<u>\$ 64,720,887</u>	<u>\$ 57,249,428</u>

Governmental Activities



Business-type Activities



Economic Factors and Next Year's Budgets and Rates

The City continues to maintain excellent reserve balances as we experience additional demands for services and volatile revenue streams. Additionally, current inflationary costs add to the challenge of funding ongoing expenses and continuing normal service operation. The City remains heavily reliant upon State revenue Sources and has limited opportunities to increase local revenues. Passage of the 1-cent general purpose tax sustains essential services for the city to meet demands and maintain our infrastructure.

The City maintains reserves, whether restricted (legally mandated), designated (set by City policy), or unrestricted, in several funds. The reserve policy for the General Fund is to maintain a 25% operating reserve as a percentage of expenditure; the Health Care Fund maintains a reserve of six months of claims and expenses. The Water Fund is to maintain \$2 million in reserves per City Ordinance 13.16.010. The Sewer Fund is to maintain \$1 million in reserves per City Ordinance 13.44.070; Sanitation's requirement is \$250,000 per City Ordinance 13.64.040, and the Landfill Fund is required to keep \$500,000 in reserve per City Ordinance 13.64.045.

The City's total anticipated expenditure for fiscal year 2026 will be approximately \$70,504,710. General Fund expenditures are anticipated to be \$13,062,419. Enterprise Funds anticipate expenditures to be \$24,999,632 which includes capital expenditures including various water and sewer main replacements. Capital Project Funds anticipate expenditures of \$29,992,694.

REQUESTS FOR INFORMATION

This financial report is designed to provide a general overview of the City of Douglas's finances for all those with an interest in the government's finances. Questions concerning any of the information should be addressed to the City Manager or the Finance Director/Treasurer, 101 North 4th Street, PO Box 1030, Douglas, WY 82633.

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BASIC FINANCIAL STATEMENTS

CITY OF DOUGLAS, WYOMING
STATEMENT OF NET POSITION
As of June 30, 2025

	Primary Government		
	Governmental Activities	Business-type Activities	Total
<u>ASSETS</u>			
Cash and cash equivalents	\$ 3,711,445	\$ 4,759,866	\$ 8,471,311
Investments	84,133,652	17,911,272	102,044,924
Taxes receivable	2,861,661	-	2,861,661
Accounts receivable, net	333,023	823,187	1,156,210
Accrued interest	163,284	34,246	197,530
Capital assets not being depreciated	9,676,584	4,469,076	14,145,660
Capital assets being depreciated, net	36,406,294	39,761,979	76,168,273
Total assets	137,285,943	67,759,626	205,045,569
<u>DEFERRED OUTFLOWS OF RESOURCES</u>			
Related to pension	719,205	197,985	917,190
Related to post employment health benefits	203,511	-	203,511
Total deferred outflows of resources	922,716	197,985	1,120,701
<u>LIABILITIES</u>			
Accounts payable and accrued expenses	3,295,951	941,175	4,237,126
Unearned revenues	1,064,970	-	1,064,970
Noncurrent liabilities:			
Due within one year	189,085	103,237	292,322
Due in more than one year	283,627	837,683	1,121,310
Net OPEB liability	949,713	-	949,713
Net pension liability	2,961,732	1,201,110	4,162,842
Total liabilities	8,745,078	3,083,205	11,828,283
<u>DEFERRED INFLOWS OF RESOURCES</u>			
Related to pension	1,180,712	153,519	1,334,231
Related to post employment health benefits	345,713	-	345,713
Total deferred inflows of resources	1,526,425	153,519	1,679,944
<u>NET POSITION</u>			
Net investment in capital assets	46,082,878	44,192,624	90,275,502
Restricted for:			
Police grants	12,593	-	12,593
Cemetery care	192,661	-	192,661
Unrestricted	81,649,024	20,528,263	102,177,287
Total net position	\$ 127,937,156	\$ 64,720,887	\$ 192,658,043

The notes to financial statements are an integral part of this statement.

CITY OF DOUGLAS, WYOMING
STATEMENT OF ACTIVITIES
For the Year Ended June 30, 2025

FUNCTIONS/PROGRAMS	Net (Expense) Revenues and Changes in Net Position						
	Program Revenues				Primary Government		
	Expenses	Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Governmental Activities	Business-type Activities	Total
Primary government:							
<i>Governmental activities:</i>							
General government	\$ 7,230,302	\$ 1,483,651	\$ 852,450	\$ -	\$ (4,894,201)	\$ -	\$ (4,894,201)
Public safety	3,667,518	126,070	59,650	-	(3,481,798)	-	(3,481,798)
Streets and public works	2,224,824	-	-	90,590	(2,134,234)	-	(2,134,234)
Culture and recreation	933,519	18,256	-	-	(915,263)	-	(915,263)
Cemetery	439,836	52,625	-	-	(387,211)	-	(387,211)
Community service	519,267	-	-	-	(519,267)	-	(519,267)
Total governmental activities	15,015,266	1,680,602	912,100	90,590	(12,331,974)	-	(12,331,974)
<i>Business-type activities:</i>							
Water	2,453,798	3,145,825	-	-	-	692,027	692,027
Sewer	1,578,829	1,532,609	1,149,199	-	-	1,102,979	1,102,979
Sanitation	1,502,796	1,245,364	-	-	-	(257,432)	(257,432)
Landfill	1,530,899	1,517,773	-	-	-	(13,126)	(13,126)
Total business-type activities	7,066,322	7,441,571	1,149,199	-	-	1,524,448	1,524,448
Total primary government	\$ 22,081,588	\$ 9,122,173	\$ 2,061,299	\$ 90,590	(12,331,974)	1,524,448	(10,807,526)
General revenues and transfers							
Property taxes					854,368	-	854,368
General sales and use taxes					18,210,794	-	18,210,794
Franchise fees					405,710	-	405,710
Severance tax					172,898	-	172,898
Mineral royalties					381,307	-	381,307
Other taxes					338,730	-	338,730
Unrestricted investment earnings					3,716,919	797,309	4,514,228
Gain (loss) on disposal of asset					(200,374)	(19,298)	(219,672)
Transfers in (out)					(5,195,000)	5,169,000	(26,000)
Total general revenues and transfers					18,685,352	5,947,011	23,777,995
Change in net position					6,353,378	7,471,459	13,824,837
Net position - beginning					121,583,778	57,249,428	178,833,206
Net position - ending					\$ 127,937,156	\$ 64,720,887	\$ 192,658,043

The notes to financial statements are an integral part of this statement.

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CITY OF DOUGLAS, WYOMING
BALANCE SHEET
GOVERNMENTAL FUNDS
As of June 30, 2025

	General	Street Improvement	Pool Renovation	Public Facilities	Nonmajor Funds	Total Governmental Funds
<u>ASSETS</u>						
Cash and cash equivalents	\$ 706,620	\$ 45,923	\$ 419,961	\$ 312,468	\$ 2,203,354	\$ 3,688,326
Investments	30,459,094	14,796,158	2,789,713	26,685,602	9,403,085	84,133,652
Accounts receivable, net	77,644	32	-	-	2,762	80,438
Sales tax receivables	2,802,694	-	-	-	-	2,802,694
Property tax receivables	58,967	-	-	-	-	58,967
Accrued interest	36,444	41,108	906	65,974	18,852	163,284
Total assets	<u>\$ 34,141,463</u>	<u>\$ 14,883,221</u>	<u>\$ 3,210,580</u>	<u>\$ 27,064,044</u>	<u>\$ 11,628,053</u>	<u>\$ 90,927,361</u>
<u>LIABILITIES</u>						
Accounts payable	\$ 668,239	\$ 254,148	\$ 1,017,425	\$ 193,408	\$ 67,394	\$ 2,200,614
Retainage payable	-	15,946	106,631	17,265	-	139,842
Accrued wages	192,710	-	-	-	1,543	194,253
Unearned revenue	1,064,970	-	-	-	-	1,064,970
Total liabilities	<u>1,925,919</u>	<u>270,094</u>	<u>1,124,056</u>	<u>210,673</u>	<u>68,937</u>	<u>3,599,679</u>
<u>FUND BALANCES</u>						
Restricted for:						
Police grants	-	-	-	-	12,593	12,593
Cemetery care	-	-	-	-	192,661	192,661
Assigned for:						
4th Street project	-	-	-	-	2,128,886	2,128,886
Equipment replacement	-	-	-	-	661,677	661,677
Capital projects	5,210,000	14,613,127	2,086,524	26,853,371	6,203,211	54,966,233
Unassigned	27,005,544	-	-	-	2,360,088	29,365,632
Total fund balances	<u>32,215,544</u>	<u>14,613,127</u>	<u>2,086,524</u>	<u>26,853,371</u>	<u>11,559,116</u>	<u>87,327,682</u>
Total liabilities and fund balances	<u>\$ 34,141,463</u>	<u>\$ 14,883,221</u>	<u>\$ 3,210,580</u>	<u>\$ 27,064,044</u>	<u>\$ 11,628,053</u>	<u>\$ 90,927,361</u>

The notes to financial statements are an integral part of this statement.

CITY OF DOUGLAS, WYOMING
RECONCILIATION OF THE GOVERNMENTAL FUNDS BALANCE SHEET
TO THE STATEMENT OF NET POSITION
As of June 30, 2025

Total fund balance per governmental funds balance sheet \$ 87,327,682

Amounts reported for governmental activities in the statement
of net position are different because:

Capital assets used in governmental activities are not
financial resources and therefore are not reported as
assets in governmental funds. Asset cost and
accumulated depreciation is as follows:

Asset cost	81,572,129	
Accumulated depreciation	(35,489,251)	
		46,082,878

An internal service fund is used by the City's management to
charge the costs of employee's health benefits to the
individual funds. The assets and liabilities of the internal
service fund are included with governmental activities in the
government-wide statements, but reported separate from the
governmental fund balance sheet. (485,538)

Deferred outflows and inflows are not available to pay for current
period expenditures and therefore the underlying resources are not
reported in the governmental funds.

OPEB related - deferred outflows of resources	203,511	
OPEB related - deferred inflows of resources	(345,713)	
Pension related - deferred outflows of resources	719,205	
Pension related - deferred inflows of resources	(1,180,712)	
		(603,709)

Noncurrent liabilities, including bonds payable, are not due and payable
in the current period and therefore are not reported as government
fund liabilities. Noncurrent liabilities at year-end consist of:

Accrued compensated absences	(472,712)	
Net OPEB liability	(949,713)	
Net pension liability	(2,961,732)	
		(4,384,157)

Net position of governmental activities	\$ 127,937,156
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CITY OF DOUGLAS, WYOMING
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
For the Year Ended June 30, 2025

	General	Street Improvement	Pool Renovation	Public Facilities	Nonmajor Funds	Total Governmental Funds
<u>REVENUES</u>						
Taxes	\$ 19,470,864	\$ -	\$ -	\$ -	\$ -	\$ 19,470,864
Licenses and permits	127,053	-	-	-	-	127,053
Intergovernmental	1,765,485	5,043	-	-	385,376	2,155,904
Charges for services	778,581	-	-	-	6,875	785,456
Fines and forfeitures	19,392	-	-	-	-	19,392
Miscellaneous revenue	488,422	-	-	-	8	488,430
Investment earnings	2,205,329	659,082	39,049	459,836	344,662	3,707,958
Total revenues	<u>24,855,126</u>	<u>664,125</u>	<u>39,049</u>	<u>459,836</u>	<u>736,921</u>	<u>26,755,057</u>
<u>EXPENDITURES</u>						
Current:						
General government	4,584,353	-	-	761,394	234,576	5,580,323
Public safety	2,738,630	-	-	-	296,852	3,035,482
Streets and public works	1,487,623	122,874	-	-	-	1,610,497
Culture and recreation	833,619	-	-	-	-	833,619
Cemetery	390,615	-	-	-	-	390,615
Community service	519,267	-	-	-	-	519,267
Capital outlay	-	2,968,662	2,307,955	1,042,637	1,048,611	7,367,865
Total expenditures	<u>10,554,107</u>	<u>3,091,536</u>	<u>2,307,955</u>	<u>1,804,031</u>	<u>1,580,039</u>	<u>19,337,668</u>
Excess (deficiency) of revenues over (under) expenditures	<u>14,301,019</u>	<u>(2,427,411)</u>	<u>(2,268,906)</u>	<u>(1,344,195)</u>	<u>(843,118)</u>	<u>7,417,389</u>
<u>OTHER FINANCING SOURCES (USES)</u>						
Transfers in	7,384	-	3,850,000	25,000,000	3,183,981	32,041,365
Transfers out	(37,728,981)	-	-	-	(7,384)	(37,736,365)
Total other financing sources (uses)	<u>(37,721,597)</u>	<u>-</u>	<u>3,850,000</u>	<u>25,000,000</u>	<u>3,176,597</u>	<u>(5,695,000)</u>
Net change in fund balances	(23,420,578)	(2,427,411)	1,581,094	23,655,805	2,333,479	1,722,389
Fund balances - beginning	55,636,122	17,040,538	505,430	3,197,566	9,225,637	85,605,293
Fund balances - ending	<u>\$ 32,215,544</u>	<u>\$ 14,613,127</u>	<u>\$ 2,086,524</u>	<u>\$ 26,853,371</u>	<u>\$ 11,559,116</u>	<u>\$ 87,327,682</u>

The notes to financial statements are an integral part of this statement.

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CITY OF DOUGLAS, WYOMING
RECONCILIATION OF THE GOVERNMENTAL FUNDS STATEMENT OF
REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
TO THE STATEMENT OF ACTIVITIES
For the Year Ended June 30, 2025

Net change in fund balances - total governmental funds \$ 1,722,389

Amounts reported for governmental activities in the
Statement of Activities are different because:

Capital outlays are reported in governmental funds as expenditures.
However, in the statement of activities, the cost of those assets is
allocated over their estimated useful lives as depreciation expense.

Capital outlays	7,367,865	
Depreciation expense	<u>(1,664,171)</u>	
		5,703,694

An internal service fund is used by the City's management to charge the costs
of workers' health insurance and claims to the individual funds. The change
in net position of the internal service fund is reported with governmental
activities and investment income.

(647,679)

Some expenses reported in the statement of activities do not require
current financial resources and therefore are not reported as
expenditures in governmental funds.

Compensated absences	(12,534)	
OPEB related	10,384	
Pension related	(222,502)	
Loss on disposal of asset	<u>(200,374)</u>	
		<u>(425,026)</u>

Change in net position of governmental activities

\$ 6,353,378

The notes to financial statements are an integral part of this statement.

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CITY OF DOUGLAS, WYOMING
STATEMENT OF NET POSITION
PROPRIETARY FUNDS
As of June 30, 2025

	Business-type Activities					Governmental Activities
	Water	Sewer	Landfill	Sanitation Collection	Total Enterprise Funds	Internal Service Fund
<u>ASSETS</u>						
Current assets:						
Cash	\$ 2,422,705	\$ 1,730,400	\$ 28,390	\$ 578,371	\$ 4,759,866	\$ 23,119
Investments	12,368,946	2,922,879	1,898,342	721,105	17,911,272	-
Accounts receivable, net	6,102	11,988	170,186	100	188,376	252,585
Utility billing receivables	368,219	128,135	(5,912)	144,369	634,811	-
Accrued interest	22,582	2,220	7,028	2,416	34,246	-
Total current assets	15,188,554	4,795,622	2,098,034	1,446,361	23,528,571	275,704
Noncurrent assets:						
Capital assets not being depreciated	1,515,067	2,800,719	153,290	-	4,469,076	-
Capital assets being depreciated, net	25,234,585	12,414,130	1,977,122	136,142	39,761,979	-
Total noncurrent assets	26,749,652	15,214,849	2,130,412	136,142	44,231,055	-
Total assets	41,938,206	20,010,471	4,228,446	1,582,503	67,759,626	275,704
<u>DEFERRED OUTFLOWS OF RESOURCES</u>						
Related to pension	70,555	54,341	47,114	25,975	197,985	-
Total deferred outflows of resources	70,555	54,341	47,114	25,975	197,985	-
<u>LIABILITIES</u>						
Current liabilities:						
Accounts payable	511,584	130,816	83,663	127,495	853,558	761,242
Retainage payable	44,100	13,051	-	-	57,151	-
Accrued wages	10,745	8,545	7,489	3,687	30,466	-
Compensated absences, current	38,507	29,578	11,165	10,846	90,096	-
Notes payable, current	-	-	13,141	-	13,141	-
Total current liabilities	604,936	181,990	115,458	142,028	1,044,412	761,242
Noncurrent liabilities:						
Compensated absences, less current	57,760	44,366	16,748	16,269	135,143	-
Notes payable, less current	-	-	25,290	-	25,290	-
Net pension liability	428,037	329,670	285,826	157,577	1,201,110	-
Landfill liability	-	-	677,250	-	677,250	-
Total noncurrent liabilities	485,797	374,036	1,005,114	173,846	2,038,793	-
Total liabilities	1,090,733	556,026	1,120,572	315,874	3,083,205	761,242
<u>DEFERRED INFLOWS OF RESOURCES</u>						
Related to pension	54,709	42,136	36,533	20,141	153,519	-
Total deferred inflows of resources	54,709	42,136	36,533	20,141	153,519	-
<u>NET POSITION</u>						
Net investment in capital assets	26,749,652	15,214,849	2,091,981	136,142	44,192,624	-
Unrestricted	14,113,667	4,251,801	1,026,474	1,136,321	20,528,263	(485,538)
Total net position	\$ 40,863,319	\$ 19,466,650	\$ 3,118,455	\$ 1,272,463	\$ 64,720,887	\$ (485,538)

The notes to financial statements are an integral part of this statement.

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CITY OF DOUGLAS, WYOMING
STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
PROPRIETARY FUNDS
For the Year Ended June 30, 2025

	Business-type Activities					Governmental Activities
	Water	Sewer	Landfill	Sanitation Collection	Total Enterprise Funds	Internal Service Fund
<u>OPERATING REVENUES</u>						
Charges for services	\$ 3,084,436	\$ 1,431,935	\$ 1,214,928	\$ 1,502,758	\$ 7,234,057	\$ 2,179,157
Tap fees	20,030	-	-	-	20,030	-
Other	41,359	100,674	30,436	15,015	187,484	15,868
Total operating revenues	3,145,825	1,532,609	1,245,364	1,517,773	7,441,571	2,195,025
<u>OPERATING EXPENSES</u>						
Cost of sales and services:						
Treatment	486,954	440,329	-	-	927,283	-
Collection and distribution	528,678	447,324	1,264,949	1,245,980	3,486,931	-
Customer service	114,993	-	-	-	114,993	-
Insurance claims and expenses	-	-	-	-	-	3,351,665
Administration	403,594	197,299	139,308	185,856	926,057	-
Professional services	-	70,198	33,723	29,626	133,547	-
Depreciation	919,579	423,679	92,919	41,334	1,477,511	-
Total operating expenses	2,453,798	1,578,829	1,530,899	1,502,796	7,066,322	3,351,665
Operating income (loss)	692,027	(46,220)	(285,535)	14,977	375,249	(1,156,640)
<u>NONOPERATING REVENUE (EXPENSES)</u>						
Investment earnings	552,649	122,663	82,127	39,870	797,309	8,961
Grants	-	1,149,199	-	-	1,149,199	-
Transfers in	1,690,000	3,479,000	-	-	5,169,000	500,000
Landfill closure costs	-	-	(19,298)	-	(19,298)	-
Total nonoperating revenue (expenses)	2,242,649	4,750,862	62,829	39,870	7,096,210	508,961
Change in net position	2,934,676	4,704,642	(222,706)	54,847	7,471,459	(647,679)
Net position - beginning	37,928,643	14,762,008	3,341,161	1,217,616	57,249,428	162,141
Net position - ending	<u>\$ 40,863,319</u>	<u>\$ 19,466,650</u>	<u>\$ 3,118,455</u>	<u>\$ 1,272,463</u>	<u>\$ 64,720,887</u>	<u>\$ (485,538)</u>

The notes to financial statements are an integral part of this statement.

CITY OF DOUGLAS, WYOMING
STATEMENTS OF CASH FLOWS
PROPRIETARY FUNDS
For the Year Ended June 30, 2025

	Business-type Activities					Governmental Activities
	Water	Sewer	Landfill	Sanitation Collection	Total Enterprise Funds	Internal Service Fund
Cash flows from operating activities:						
Cash received from customers	\$ 3,127,398	\$ 1,600,595	\$ 1,260,983	\$ 1,510,582	\$ 7,499,558	\$ 2,056,033
Cash paid for goods and services	(980,171)	(937,509)	(1,320,736)	(1,299,289)	(4,537,705)	(2,981,431)
Cash paid for wages and benefits	(396,083)	(181,773)	(99,644)	(189,666)	(867,166)	-
Net cash provided (used) by operating activities	1,751,144	481,313	(159,397)	21,627	2,094,687	(925,398)
Cash flow from noncapital financing activities:						
Cash received from grants	-	1,149,199	-	-	1,149,199	-
Transfers from other funds	1,690,000	3,479,000	-	-	5,169,000	500,000
Net cash provided (used) by noncapital financing activities	1,690,000	4,628,199	-	-	6,318,199	500,000
Cash flow from capital financing activities:						
Principal paid on notes payable	-	-	(13,141)	-	(13,141)	-
Purchases of capital assets	(2,439,643)	(3,336,057)	(215,665)	-	(5,991,365)	-
Net cash provided (used) by capital financing activities	(2,439,643)	(3,336,057)	(228,806)	-	(6,004,506)	-
Cash flows from investing activities:						
Cash received from interest and dividends	535,247	325,724	79,617	38,926	979,514	10,542
Net proceeds (purchases) of investments	38,531	-	75,650	(23,030)	91,151	419,133
Net cash provided (used) by investing activities	573,778	325,724	155,267	15,896	1,070,665	429,675
Net increase (decrease) in cash and cash equivalents	1,575,279	2,099,179	(232,936)	37,523	3,479,045	4,277
Cash and cash equivalents - beginning	847,426	(368,779)	261,326	540,848	1,280,821	18,842
Cash and cash equivalents - ending	\$ 2,422,705	\$ 1,730,400	\$ 28,390	\$ 578,371	\$ 4,759,866	\$ 23,119
Reconciliation of operating income (loss) to net cash provided (used) by operating activities:						
Operating income (loss)	\$ 692,027	\$ (46,220)	\$ (285,535)	\$ 14,977	\$ 375,249	\$ (1,156,640)
Adjustments to reconcile operating income to net cash provided (used) by operating activities:						
Depreciation expense	919,579	423,679	92,919	41,334	1,477,511	-
Changes in assets and liabilities:						
Receivables	(18,427)	67,986	15,619	(7,191)	57,987	(138,992)
Accounts payable	150,454	20,342	(41,362)	(23,683)	105,751	370,234
Accrued liabilities	2,395	1,996	1,958	600	6,949	-
Compensated absences	11,598	12,279	3,799	(10,230)	17,446	-
Pension related items	(6,482)	1,251	33,907	5,820	34,496	-
Landfill liability	-	-	19,298	-	19,298	-
Net cash provided (used) by operating activities	\$ 1,751,144	\$ 481,313	\$ (159,397)	\$ 21,627	\$ 2,094,687	\$ (925,398)

The notes to financial statements are an integral part of this statement.

CITY OF DOUGLAS, WYOMING
STATEMENT OF FIDUCIARY NET POSITION
FIDUCIARY FUNDS
As of June 30, 2025

		Custodial Funds			
	Pension Trust Funds	Visible Memorial Fund	Historic Preservation Fund	Arts and Culture Fund	Water Deposit Fund
<u>ASSETS</u>					
Cash and cash equivalents	\$ 40	\$ 16	\$ 23,289	\$ 5,600	\$ 10,468
Investments	6,637,027	-	-	-	96,220
Total assets	6,637,067	16	23,289	5,600	106,688
<u>LIABILITIES</u>					
Accounts payable	-	-	-	4,347	-
Due to others	-	13	22,218	-	89,445
Total liabilities	-	13	22,218	4,347	89,445
<u>NET POSITION</u>					
Restricted for:					
Pension benefits	6,637,067	-	-	-	-
Memorials	-	3	-	-	-
Preservation projects	-	-	1,071	-	-
Arts and culture	-	-	-	1,253	-
Water deposits	-	-	-	-	17,243
Total net position	\$ 6,637,067	\$ 3	\$ 1,071	\$ 1,253	\$ 17,243

The notes to financial statements are an integral part of this statement.

CITY OF DOUGLAS, WYOMING
STATEMENT OF CHANGES IN FIDUCIARY NET POSITION
FIDUCIARY FUNDS
For the Year Ended June 30, 2025

		Custodial Funds			
	Pension Trust Funds	Visible Memorial Fund	Historic Preservation Fund	Arts and Culture Fund	Water Deposit Fund
<u>ADDITIONS</u>					
Contributions	\$ 176,123	\$ -	\$ -	\$ -	\$ -
Investment income (loss)	615,090	-	-	-	3,387
Transfer from general fund	-	-	8,000	18,000	-
Total additions	<u>791,213</u>	<u>-</u>	<u>8,000</u>	<u>18,000</u>	<u>3,387</u>
<u>DEDUCTIONS</u>					
Benefits	453,681	-	-	-	-
Contributions to projects	-	-	7,780	16,747	-
Total deductions	<u>453,681</u>	<u>-</u>	<u>7,780</u>	<u>16,747</u>	<u>-</u>
Net change in net position	337,532	-	220	1,253	3,387
Net position - beginning	<u>6,299,535</u>	<u>3</u>	<u>851</u>	<u>-</u>	<u>13,856</u>
Net position - ending	<u>\$ 6,637,067</u>	<u>\$ 3</u>	<u>\$ 1,071</u>	<u>\$ 1,253</u>	<u>\$ 17,243</u>

The notes to financial statements are an integral part of this statement.

CITY OF DOUGLAS, WYOMING
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2025

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Financial Reporting Entity

For financial reporting purposes, the City of Douglas, Wyoming (the City) includes all funds of the City. The reporting entity for the City consists of (a) the primary government, (b) organizations for which the primary government is financially accountable, and (c) other organizations for which the nature and significance of its relationship with the primary government are such that its exclusion would cause the reporting entity's financial statements to be misleading or incomplete. Component units are legally separate organizations for which the primary government is financially accountable. The primary government is financially accountable if it appoints a voting majority of the organization's governing body and (1) it is able to impose its will on that organization or (2) there is a potential for the organization to provide specific financial benefits to or burdens on the primary government. The primary government may be financially accountable if an organization is fiscally dependent on the primary government. Although the City has an interest in the Douglas Housing Authority, Douglas Volunteer Fire Department, and the Douglas Community Club, they do not fall within the financial accountability requirements above, and this report does not contain any component units.

The City provides services authorized by its charter to advance the welfare, health, comfort, safety, and convenience of its populace. The City provides for the public safety of its citizens by providing police and fire protection. The City also maintains the streets, provides water, sewer, sanitation, and landfill services as well as parking, parks, and recreation. The City operates under the Mayor-Council form of government.

Basis of Presentation

The City's basic financial statements consist of government-wide statements, including a Statement of Net Position and Statement of Activities. The City's basic financial statements also contain separate governmental fund financial statements.

Government-Wide Financial Statements

The statement of net position and the statement of activities display information about the City as a whole. Both the governmental and business-type activities are presented on a consolidated basis by column and are reflected on a full accrual, economic resource basis which incorporates long-term assets, receivables and long-term debt and obligations. These statements include the financial activities of the primary government, except fiduciary funds. Governmental activities, which normally are supported by taxes and intergovernmental revenues, are reported separately from business-type activities, which generally rely, in whole or in part, on fees and charges for support.

The statement of net position presents the financial condition of the City at year-end. The statement of activities presents a comparison between direct expenses and program revenues for each program or function of the City's activities. Direct expenses are those specifically associated with a service, program, or department and therefore, are clearly identifiable to a particular function. Program revenues include charges paid by the recipient of the goods or services offered by the program, grants, and contributions that are restricted to meeting the operational or capital requirements of a particular program and interest earned on grants that is required to be used to support a particular program. Revenues, such as taxes, that are not classified as program revenues are presented as general revenues of the City. The comparison of direct expenses with program revenues identifies the extent to which each function is self-financing or draws from general revenues of the City.

CITY OF DOUGLAS, WYOMING
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2025

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Fund Financial Statements

Separate fund financial statements are provided for governmental funds, proprietary funds, and fiduciary funds. Major individual governmental funds and major individual enterprise funds are reported as separate columns in the fund financial statements.

The following is a brief description of the specific funds used by the City.

Governmental Funds

Governmental funds are those through which most governmental functions typically are financed. Governmental fund reporting focuses on the sources, uses, and balances of current financial resources. Assets are assigned to the various governmental funds according to the purpose for which they may be used. Current liabilities are assigned to the fund from which they will be paid. The difference between governmental fund assets and liabilities is reported as fund balance. The following are the City's major governmental funds.

General Fund

The General Fund is used to account for all financial transactions of the City not accounted for in other funds. The revenue of the fund is derived mainly from sales and use taxes, other taxes, intergovernmental sources and charges for services with expenditures relating to general government, public safety, public works, culture and recreation, debt payments and capital outlays.

Capital Project Funds

The Street Improvement, Pool Renovation, and Public Facilities capital projects funds account for various financial resources that are received and intended for expenditure of capital outlays. The revenue of the fund consists primarily of transfers from the general fund and federal, state, and local grants.

Proprietary Funds:

Enterprise Funds

The enterprise funds record the City's activities that are operated similar to private business enterprises, where determination of net income is necessary or useful for financial administration. The four enterprise funds of the City are the Water Fund which provides water to the residents of the City; the Sewer Fund which receives and treats wastewater; the Landfill fund which operates the landfill for the city; and the Sanitation Fund which collects garbage. Enterprise funds are accounted for using the accrual basis of accounting.

Internal Service Fund

The Internal Service Fund is used to account for the financing of the self-funded health plan provided by the City on a cost reimbursement basis. The Internal Service fund is accounted for using the accrual basis of accounting.

CITY OF DOUGLAS, WYOMING
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2025

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Fiduciary Funds:

Fiduciary fund reporting focuses on net position and changes in net position. The fiduciary funds account for the custodial responsibilities of the City. The City's custodial funds account for utility deposits collected from customers and refunded at a period in time. The Visible Memorial Fund and Historic Preservation Commission Fund hold funds on behalf of donors of memorial funds and for the projects of the Commission.

Pension Trust Fund

The pension trust fund accounts for assets held in trust and the receipt, investment, and distribution of deferred compensation and retirement health savings on behalf of current and former employees.

Measurement Focus, Basis of Accounting and Financial Statement Presentation

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Major revenue types, which have been accrued, are revenues from taxes and investments, intergovernmental revenue and charges for services. Grants are recognized as revenue when all applicable eligibility requirements imposed by the provider are met.

Governmental fund financial statements are reported using current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. Measurable and available revenues include revenues expected to be received within 60 days after the fiscal year ends. Expenditures generally are recorded when a fund liability is incurred; however, expenditures related to compensated absences and claims and judgments, are recorded only when the liability has matured, and payment is due.

The proprietary funds are accounted for using the accrual basis of accounting as follows:

1. Revenues are recognized when earned, and expenses are recognized when the liabilities are incurred.
2. Current year contributions, administrative expenses and benefit payments, which are not received or paid until the subsequent year, are accrued.

Proprietary funds distinguish operating revenues and expenses from non-operating. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations.

Assets, Liabilities and Net Position

Cash, Cash Equivalents, and Investments

For purposes of the proprietary funds statement of cash flows, the City considers all highly liquid investments (including restricted assets) with a maturity of three months or less when purchased to be cash equivalents. The cash and cash equivalents are considered to be cash on hand, demand deposits and short-term investments.

CITY OF DOUGLAS, WYOMING
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2025

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Receivables and Allowance for Doubtful Accounts

Receivables in governmental funds and governmental activities include revenue accruals such as sales and use tax, grants and other similar intergovernmental revenues since they are usually both measurable and available. Non-exchange transactions that are collectible but not available are deferred. Interest and investment earnings are recorded when earned only if paid within 60 days since they would be considered both measurable and available at the fund level.

The policy of the City has been to retain bad debts on the books until they are proven to be uncollectible. Accounts due exceeding 60 days are sent to collection. Accounts are written off when the City is notified by the collection agency that all collection efforts have been exhausted. The allowance is an estimated percent of the accounts sent to collection.

Utility fund customer accounts receivable and other miscellaneous accounts receivable in the proprietary fund are recorded at the amount the City expects to collect on balances outstanding. Receivables have been reported net of the allowance for uncollectible accounts. The allowance is estimated based on prior experience. The allowance for uncollectible accounts as of June 30, 2025 is \$20,919.

Prepaid Expenses

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items both in government-wide and fund financial statements. The most common types of expenditures meeting this stipulation are the payment of insurance, technology services or maintenance contracts.

Capital Assets and Depreciation

Capital assets, which include property, plant, equipment and infrastructure assets (e.g., roads, bridges, sidewalks and similar items) are reported in the applicable governmental or business type activity columns in the government-wide financial statements.

All capital assets are recorded at cost if purchased, or at fair market value as of the date of the gift if received as a donation. The City maintains a capitalization threshold of \$5,000 for buildings, site improvements, and equipment and vehicles. Improvements are capitalized; the costs of normal maintenance and repairs that do not add to the value of the asset or materially extend an asset's life are not. Interest incurred during the construction of capital assets utilized by the enterprise funds is also capitalized.

Major outlays for capital assets and improvements are capitalized as projects are constructed. Street infrastructure assets are entered into the system on a network basis since these assets consist of several different components of road and street construction. In the governmental fund financial statements, capital purchases are accounted for as capital outlay expenditures.

All property, plant and equipment of governmental or business type activities are depreciated using the straight-line method with the following estimated useful lives:

<u>Classes of Assets</u>	<u>Useful Life</u>
Buildings and improvements	5-40 years
Equipment and machinery	5-10 years
Infrastructure	5-40 years
Transportation equipment	5-10 years

CITY OF DOUGLAS, WYOMING
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2025

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Compensated Absences

It is the City's policy to permit employees to accumulate a limited amount of earned and unused vacation and sick leave, which will be paid to employees upon separation from the City's service. In governmental funds, the cost of vacation and sick leave is recognized when payments are made to employees. The noncurrent liability is recorded and expense recognized as the leave is earned in the governmental activities and proprietary funds. The City has implemented GASB Standard 101 for the year ended June 30, 2025. No beginning balances were impacted by this implementation.

Accrued Liabilities and Long-Term Obligations

All payables, accrued liabilities and long-term obligations are reported in the government-wide financial statements and all payables, accrued liabilities, and long-term obligations payable from enterprise funds are reported on the proprietary fund financial statements.

In general, governmental fund payables and accrued liabilities that, once incurred, are paid in a timely manner and in full from current financial resources are reported as obligations of the funds.

Deferred Inflows/Outflows of Resources

In addition to assets, the statement of net position reports a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period and so will not be recognized as an expense or expenditure until then. In addition to liabilities, the statement of net position reports a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period and so will not be recognized as an inflow of resources (revenue) until then. The City reports the following deferred inflows and outflows of resources:

Unavailable revenues and advance collection of revenues – unavailable revenue and advance collection of revenues is reported in the governmental funds' balance sheet. The governmental funds report unavailable revenues from taxes. These amounts are deferred and recognized as an inflow of resources in the period that the amounts become available.

Pension and OPEB related amounts – In the government-wide and proprietary fund statements of net position, a deferred outflow or deferred inflow of resources is reported for the unrecognized items not yet charged to pension and OPEB expense related to the net pension and OPEB liabilities. This includes the unamortized portion of the net difference between projected and actual earnings on plan investments and other differences between expected and actual experience. Deferred outflows and inflows for the net difference between projected and actual investment earnings are recognized over time.

Net Position

For government-wide reporting as well as in proprietary funds, the difference between assets and deferred outflows of resources less liabilities and deferred inflows of resources is called net position. Net position is comprised of three components: net investment in capital assets, restricted, and unrestricted.

CITY OF DOUGLAS, WYOMING
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2025

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

- a. *Net investment in capital assets* consists of capital assets, net of accumulated depreciation/amortization and reduced by outstanding balances of bonds, notes, and other debt that are attributable to the acquisition, construction, or improvement of those assets. Deferred outflows of resources and deferred inflows of resources that are attributable to the acquisition, construction, or improvement of those assets or related debt are included in this component of net position.
- b. *Restricted* net position consists of restricted assets reduced by liabilities and deferred inflows of resources related to those assets. Assets are reported as restricted when constraints are placed on asset use either by external parties or by law through constitutional provision or enabling legislation.
- c. *Unrestricted* net position is the net amount of the assets, deferred outflows of resources, liabilities, and deferred inflows of resources that does not meet the definition of the two preceding categories.

It is the City's policy to first use restricted net position prior to the use of unrestricted net position when an expense is incurred for purposes for which both restricted and unrestricted net position are available.

Fund Balance

In governmental fund types, the difference between assets and deferred outflows of resources less liabilities and deferred inflows of resources is called "fund balance." The City's governmental funds report the following categories of fund balance, based on the nature of any limitations requiring the use of resources for specific purposes.

- a. *Nonspendable* fund balance represents amounts that are either not in a spendable form or are legally or contractually required to remain intact.
- b. *Restricted* fund balance includes amounts that can be spent only for the specific purposes stipulated by external resource providers such as grantors or enabling federal, state, or local legislation. Restrictions may be changed or lifted only with the consent of the resource providers.
- c. *Committed* fund balance represents amounts that can be used only for the specific purposes determined by the adoption of an ordinance committing fund balance for a specified purpose by the City Council prior to the end of the fiscal year. Once adopted, the limitation imposed by the ordinance remains in place until the resources have been spent for the specified purpose or the Board adopts another ordinance to remove or revise the limitation.
- d. *Assigned* fund balance represents amounts that are intended to be used by the City for specific purposes but do not meet the criteria to be classified as committed. The City Council has by resolution authorized the finance director to assign fund balance. The City Council may also assign fund balance, as it does when appropriating fund balance to cover a gap between estimated revenue and appropriations in the subsequent year's appropriated budget. Unlike commitments, assignments generally only exist temporarily. In other words, an additional action does not normally have to be taken for the removal of an assignment. Conversely, as discussed above, an additional action is essential to either remove or revise a commitment.
- e. *Unassigned* fund balance represents the residual amount for the general fund that is not contained in the other classifications. The general fund is the only fund that reports a positive unassigned fund balance. Additionally, any deficit fund balance within the other governmental fund types is reported as unassigned.

CITY OF DOUGLAS, WYOMING
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2025

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Internal and Interfund Balances and Activities

Exchange transactions between funds are reported as revenues in the seller funds and as expenditures/expenses in the purchaser funds. Flows of cash or goods from one fund to another without a requirement for repayment are reported as interfund transfers. Interfund transfers are reported as other financing sources/uses in governmental funds.

Government-Wide Financial Statements:

Interfund activity and balances, if any, are eliminated or reclassified in the government-wide financial statements as follows:

- a. Internal balances – Amounts reported in the fund financial statements as interfund receivables and payables are eliminated in the governmental and business-type activities columns of the statement of net position, except for the net residual amounts due between governmental and business-type activities, which are reported as internal balances.
- b. Internal activities – Amounts reported as interfund transfers in the fund financial statements are eliminated in the statement of activities except for the net amount of transfers between governmental and business-type activities, which are reported as transfers.

Property Taxes

The City is permitted by Wyoming Statutes to levy up to eight mills of the assessed valuation in the City. The City has levied eight mills in the current year. The City levies taxes on assessed property through Converse County, who acts as the agent to levy and collect property tax within the county. The taxes are levied on the assessed valuation of the prior year according to the tax calendar below. Collections are distributed after the end of each month. Consequently, the vast majority of taxes have been levied and collected within the City's fiscal year. Assessed valuation and tax levies are subject to adjustment for prior years (rebates and supplemental), as controlled by the County or State. The City does not adjust or record estimates for these adjustments, as they are adjusted to current year tax receipts when they are approved. The tax calendar is as follows:

August 10	Taxes are levied and become an enforceable lien on properties.
September 1	First of two equal installment payments is due.
November 10	First installment is delinquent.
March 1	Second installment is due.
May 10	Second installment is delinquent.

Under GASB Standards, a receivable can be recorded at the earliest of the date of the assessment or the date a lien is placed on the property. Neither of these items occur prior to June 30th for the upcoming 2025 levy; therefore, at June 30, 2025, the property tax receivable consists of unpaid property taxes from the August 2024 levy. Mineral ad valorem property taxes are billed and collected monthly by the Wyoming Department of Revenue, with a true-up following the annual assessment on January 1.

CITY OF DOUGLAS, WYOMING
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2025

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Use of estimates

The preparation of the financial statements in conformity with accounting principles generally accepted in the United States of America (GAAP) requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Actual results may differ from those estimates. The estimate of pension liabilities is especially significant to the City. It is reasonably possible that this estimate will change within one year of the date of the financial statements due to one or more future events. The effect of the change could be material to the financial statements.

2. STEWARDSHIP, COMPLIANCE, AND ACCOUNTABILITY

Formal budgetary integration is employed as a management control device during the year for all funds and annual budgets are adopted on a basis consistent with GAAP. The City Manager submits an annual budget to the City Council in accordance with the City of Douglas Municipal Code and the Wyoming Municipal Fiscal Procedures Act. In June, the City Council adopts annual fiscal year appropriation budgets for all funds. All unencumbered appropriations lapse following the close of the budget year to the extent they are not expended. Encumbered appropriations are generally reappropriated in the ensuing year's budget.

Legal spending control for City monies is at the activity level within each department and individual fund. The City Council may amend the budget after it is approved. Management monitors expenditures at budgetary line item levels within each fund to enhance the accounting control system and may amend the budget at this level as long as the activity level budget is maintained.

The City's procedures for establishing the budget each year are as follows:

- During March and April, the City's Manager and Treasurer, compute, estimate, and review information to prepare the proposed budget.
- The resolution appropriating money for the annual budget is submitted to the City Council at a City Council meeting in June of each year.
- Final budget hearings are held no later than the third Tuesday of June's council meeting, at which time the budget is legally enacted through the passage of resolution for the fiscal year beginning July 1 each year.
- During the year, the City monitors the budget and amends through a budget hearing when necessary.

3. INVESTMENTS

Investments are carried at fair value. The City measures and records its investments using fair value measurement guidelines established by GAAP. These guidelines recognize a three-tiered fair value hierarchy as follows:

- | | |
|-----------------|--|
| <i>Level 1:</i> | Quoted prices for identical investments in active markets; |
| <i>Level 2:</i> | Observable inputs other than quoted market prices; and, |
| <i>Level 3:</i> | Unobservable inputs. |

CITY OF DOUGLAS, WYOMING
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2025

3. INVESTMENTS (Continued)

The following table sets forth the weighted average maturities of each investment type as well as the respective credit risk rating of the investments:

Investment Type	Fair Value	Fair Value Measurement Level	Credit Risk Rating	Weighted Average Maturity in Years
Primary Government				
Certificates of Deposit - Peaks Investment Management	\$ 1,227,962	Level 2	Unrated	1.30
Certificates of Deposit - Converse County Bank	60,075,582	Level 2	Unrated	2.18
Certificates of Deposit - Points West Community Bank	5,425,592	Level 2	Unrated	0.66
Certificates of Deposit - First Northern Bank	13,415,060	Level 2	Unrated	0.45
Mortgaged Backed Securities	11,511,119	Level 1	AA+	3.05
WyoStar	557,011	Level 1	Unrated	N/A
Wyoming Government Investment Fund	268,235	Level 1	Unrated	N/A
Wyoming Class	9,494,363	Level 1	Unrated	N/A
Money Market	70,000	Level 1	Unrated	N/A
Total	<u>\$ 102,044,924</u>			
Fiduciary Funds				
Mutual Funds	\$ 6,603,945	Level 1	NA	NA
Money Market	140	Level 1	NA	NA
Guaranteed Interest Accounts	32,942	Level 2	Unrated	N/A
Certificates of Deposit - Points West Community Bank	96,220	Level 2	Unrated	0.66
Total	<u>\$ 6,733,247</u>			

Credit Risk - Credit risk is the risk that an insurer or other counterparty to an investment will not fulfill its obligations. This risk is generally measured by the assignment of a rating by a nationally recognized statistical rating organization as shown in the table above.

Interest Rate Risk - Interest rate risk is the risk that changes in interest rate will adversely affect the fair value of an instrument. The City's policy is to review the portfolio on an ongoing basis for changes in effective yields and compare those yields to those of specific investments to ensure reasonable rates are being achieved.

Custodial Credit Risk - Custodial credit risk is the risk that, in the event of a failure of the counterparty to a transaction, the City will not be able to recover the value of the investments or collateral securities that are in possession of an outside party. The City's policy for custodial credit risk is to have all funds on deposit collateralized at a level of 100 percent of deposits including accrued interest or higher if required by law. Investments are held in safekeeping by external custodians in the City's name.

CITY OF DOUGLAS, WYOMING
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2025

4. CAPITAL ASSETS

Capital asset activity related to governmental and business-type activities for the year ended June 30, 2025 was as follows:

	Balance at June 30, 2024	Increases	Decreases/ Adjustments	Balance at June 30, 2025
Governmental Activities:				
Capital assets not being depreciated:				
Construction in progress	\$ 1,862,318	\$ 6,530,534	\$ (3,607,460)	\$ 4,785,392
Land	4,891,192	-	-	4,891,192
Total capital assets not being depreciated	<u>6,753,510</u>	<u>6,530,534</u>	<u>(3,607,460)</u>	<u>9,676,584</u>
Capital assets being depreciated:				
Buildings and improvements	22,491,839	-	(95,559)	22,396,280
Infrastructure	37,012,415	3,607,460	(341,345)	40,278,530
Transportation equipment	4,067,762	531,456	(148,462)	4,450,756
Other equipment	4,372,245	305,875	91,859	4,769,979
Total capital assets being depreciated	<u>67,944,261</u>	<u>4,444,791</u>	<u>(493,507)</u>	<u>71,895,545</u>
Accumulated depreciation for:				
Buildings and improvements	(4,338,088)	(546,932)	50,498	(4,834,522)
Infrastructure	(22,831,803)	(609,822)	128,990	(23,312,635)
Transportation equipment	(3,639,096)	(215,304)	105,386	(3,749,014)
Other equipment	(3,309,226)	(292,113)	8,259	(3,593,080)
Total accumulated depreciation	<u>(34,118,213)</u>	<u>(1,664,171)</u>	<u>293,133</u>	<u>(35,489,251)</u>
Capital assets being depreciated, net	<u>33,826,048</u>	<u>2,780,620</u>	<u>(200,374)</u>	<u>36,406,294</u>
Governmental activities capital assets, net	<u>\$ 40,579,558</u>			<u>\$ 46,082,878</u>
	Balance at June 30, 2024	Increases	Decreases/ Adjustments	Balance at June 30, 2025
Business-Type Activities:				
Capital assets not being depreciated:				
Construction in progress	\$ 1,839,614	\$ 5,674,643	\$ (3,198,471)	\$ 4,315,786
Land	153,290	-	-	153,290
Total capital assets not being depreciated	<u>1,992,904</u>	<u>5,674,643</u>	<u>(3,198,471)</u>	<u>4,469,076</u>
Capital assets being depreciated:				
Buildings and improvements	17,708,002	-	34,488	17,742,490
Infrastructure	40,163,122	3,273,440	(21,553)	43,415,009
Transportation equipment	1,751,580	186,949	(310,595)	1,627,934
Other equipment	3,303,115	40,009	39,357	3,382,481
Total capital assets being depreciated	<u>62,925,819</u>	<u>3,500,398</u>	<u>(258,303)</u>	<u>66,167,914</u>
Accumulated depreciation for:				
Buildings and improvements	(10,845,030)	(302,517)	(7,326)	(11,154,873)
Infrastructure	(10,283,831)	(955,467)	(10,696)	(11,249,994)
Transportation equipment	(1,458,398)	(75,620)	310,595	(1,223,423)
Other equipment	(2,594,965)	(143,903)	(38,777)	(2,777,645)
Total accumulated depreciation	<u>(25,182,224)</u>	<u>(1,477,507)</u>	<u>253,796</u>	<u>(26,405,935)</u>
Capital assets being depreciated, net	<u>37,743,595</u>	<u>2,022,891</u>	<u>(4,507)</u>	<u>39,761,979</u>
Business-type activities capital assets, net	<u>\$ 39,736,499</u>			<u>\$ 44,231,055</u>

CITY OF DOUGLAS, WYOMING
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2025

4. CAPITAL ASSETS (Continued)

Depreciation expense for the fiscal year ended June 30, 2025, was charged to the following activities in the statement of activities.

Governmental Activities:

General government	\$ 1,043,269
Public safety	214,678
Public works	406,224
Total governmental activities	<u>\$ 1,664,171</u>

Business-Type Activities

Water	\$ 919,578
Sewer	423,678
Sanitation	41,333
Landfill	92,918
Total business-type activities	<u>\$ 1,477,507</u>

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CITY OF DOUGLAS, WYOMING
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2025

5. INTERFUND TRANSFERS

Transfers are used to move cash to the fund for which statute or budget requires the expenditure to be made and to use unrestricted revenues collected in the general fund to finance various programs accounted for in other funds in accordance with budgetary authorizations.

Transfers from the General Fund to other funds listed below are for general operating support and capital improvement projects.

The City's transfers for the year ended June 30, 2025, were as follows:

	<u>Transfers from other funds</u>	<u>Transfers to other funds</u>
Governmental funds:		
General fund	\$ 7,384	\$ 37,728,981
Pool rennovation fund	3,850,000	
Public facilities fund	25,000,000	
Nonmajor funds	<u>3,183,981</u>	<u>7,384</u>
Total governmental funds	<u>32,041,365</u>	<u>37,736,365</u>
Proprietary funds:		
Water fund	1,690,000	-
Sewer fund	3,479,000	-
Internal service fund	<u>500,000</u>	<u>-</u>
Total proprietary funds	<u>5,669,000</u>	<u>-</u>
Fiduciary funds:		
Historic preservation fund	8,000	-
Arts and culture fund	<u>18,000</u>	<u>-</u>
Total fiduciary funds	<u>26,000</u>	<u>-</u>
Total interfund activity	<u><u>\$ 37,736,365</u></u>	<u><u>\$ 37,736,365</u></u>

CITY OF DOUGLAS, WYOMING
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2025

6. NONCURRENT LIABILITIES

The following is a summary of noncurrent liability activity for the City for the year ended June 30, 2025:

	Balance at June 30, 2024	Additions	Reductions	Balance at June 30, 2025	Due Within One Year
Governmental Activities:					
Compensated absences	\$ 460,178	\$ 12,534	\$ -	\$ 472,712	\$ 189,085
Other post-employment benefits	870,030	79,683	-	949,713	-
Net pension liability	2,903,519	58,213	-	2,961,732	-
Total governmental activities	<u>\$ 4,233,727</u>	<u>\$ 150,430</u>	<u>\$ -</u>	<u>\$ 4,384,157</u>	<u>\$ 189,085</u>
Business-Type Activities:					
Compensated absences	\$ 207,793	\$ 27,676	\$ 10,230	\$ 225,239	\$ 90,096
Note payable	51,572	-	13,141	38,431	13,141
Landfill liability	657,952	19,298	-	677,250	-
Net pension liability	876,771	324,339	-	1,201,110	-
Total business-type activities	<u>1,794,088</u>	<u>371,313</u>	<u>23,371</u>	<u>2,142,030</u>	<u>103,237</u>
Total long-term obligations	<u>\$ 6,027,815</u>	<u>\$ 521,743</u>	<u>\$ 23,371</u>	<u>\$ 6,526,187</u>	<u>\$ 292,322</u>

Employee Compensated Absences

Full time non-uniformed personnel are entitled to vacation leave depending on the length of service. Annual leave can be accumulated up to 320 hours. Vacation hours accumulated in excess of the maximum are forfeited. Full time uniformed personnel receive additional vacation hours in lieu of holidays at a rate of 3.08 hours per pay period. Annual leave can be accumulated up to 352 hours with any amounts accumulated in excess of the maximum being forfeited.

Note Payable

The landfill closure loan through the Wyoming Office of State Lands and Investments originated September 20, 2018 with an original loan amount of \$131,410. The maturity date of the loan is December 1, 2027. The loan has a 0% interest rate with required annual payments of \$13,141.

Principal payments due on long-term debt for the years ending June 30, are as follows:

Year Ended June 30,	Principal
2026	\$ 13,141
2027	13,141
2028	12,149
	<u>\$ 38,431</u>

CITY OF DOUGLAS, WYOMING
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2025

7. PARTICIPATION IN THE WYOMING RETIREMENT SYSTEM

The City's employees participate in either the Public Employee Pension Plan, or the Law Enforcement Pension Plan within the Wyoming Retirement System (WRS or the Plan), which is a multiple employer cost sharing defined benefit plan. GASB standards require that the City recognize a liability for its proportionate share of the net pension liability. This proportion is determined on the same basis in which contributions to the plan are determined. The City derived their portion of the net pension liability by applying the actual contribution as a percentage of total contributions to the Plan.

In addition to reporting the City's share of the net pension liability, deferred inflows and deferred outflows on the statement of net position and the related expense on the statement of activities, this standard requires the City to present two additional schedules in the required supplementary information section of this report, including the Schedule of Proportionate Share of the Net Pension Liability and the Schedule of Contributions.

Significant Accounting Policies

The net pension liability, deferred outflows and inflows of resources, and pension expense, have been determined using the same basis as reported by WRS. Benefit payments are recognized when due and payable in accordance with benefit terms and investments are reported at fair value.

General Information about the Plans

Public Employee Pension Plan - An actuarial valuation of the Plan's assets and net pension liability is performed annually. At the date of the most recent actuarial valuation, January 1, 2025, the fiduciary net position as a percentage of total pension liability increased from 80.19 percent on January 1, 2024 to 82.46 percent on January 1, 2025. The net pension liability as a percentage of covered payroll decreased from 120.86 percent to 102.93 percent as of January 1, 2024, and 2025, respectively. The net pension liability was \$2.08 billion as of January 1, 2025 compared to \$2.27 billion as of January 1, 2024. This is a decrease from the prior year.

Law Enforcement Pension Plan - An actuarial valuation of the Plan's assets and net pension liability is performed annually. At the date of the most recent actuarial valuation, January 1, 2025, the fiduciary net position as a percentage of total pension liability increased from 86.90 percent on January 1, 2024 to 87.88 percent on January 1, 2025. The net pension liability as a percentage of covered payroll decreased from 80.76 percent to 74.93 percent as of January 1, 2024, and 2025, respectively. The net pension liability was \$134.3 million as of January 1, 2025 compared to \$135.1 million as of January 1, 2024. This is a decrease from the prior year.

Determination of Tier 1 versus Tier 2 Employees - Public Employee Plan

Tier 1 employees are those whose first contribution to the Plan was made on or before September 1, 2012; whereas, Tier 2 employees are those whose first contribution to the Plan was after September 1, 2012.

Vesting

Participants are vested within the Plan after four years of service constituted by 48 months of service for the Public Employee and Law Enforcement Plans.

CITY OF DOUGLAS, WYOMING
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2025

7. PARTICIPATION IN THE WYOMING RETIREMENT SYSTEM (Continued)

Contributions

As a condition of participation in the Plan, employers and/or employees are required to contribute certain percentages of salary and wages as authorized by Wyoming State Statute and specified by the WRS Board. Contributions are actuarially determined as an amount that is expected to finance the cost of benefits earned by employees during the year, with an additional amount to finance any unfunded actuarial accrued liability. The statutorily required contribution rate for fiscal year 2025 was 18.62 percent.

The Law Enforcement Pension Plan requires a contribution of 19.00 percent of eligible wages.

Benefits – Public Employee Pension Plan

The Public Employee Pension Plan provides retirement, disability and death benefits according to predetermined formulas and allows retirees to select one of seven optional methods for receiving benefits, including two joint and survivor forms of benefits: a 100 percent joint and survivor annuity, and a 50 percent joint and survivor annuity. The benefit amounts under these options are determined on an actuarially equivalent basis. Any cost of living adjustment (COLA) provided to retirees must be granted by the State Legislature. In addition, a COLA will not be approved by the legislature unless the plan is 100 percent funded after the COLA is awarded.

Employees terminating prior to normal retirement can elect to withdraw all employee contributions plus accumulated interest through date of termination or, if they are vested, they may elect to remain in the Plan and be eligible for unreduced retirement benefits at age 60 (Tier 1 employee) or 65 (Tier 2 employee).

Tier 1, the Plan allows for normal retirement after four years of service and attainment of age 60. Early retirement is allowed provided the employee has completed four years of service and attained age 50 or 25 years of service but will result in a reduction of benefits based on the length of time remaining to age 60.

Tier 2, the Plan allows for normal retirement after four years of service and attainment of age 65. Early retirement is allowed provided the employee has completed four years of service and attained age 55, or 25 or more years of service but will result in a reduction of benefits based on the length of time remaining to age 65. All employees may also retire upon normal retirement on the basis that the sum of the member's age and service is at least 85.

Benefits – Law Enforcement Pension Plan

The Plan statutorily provides retirement, disability and death benefits according to predetermined amounts determined by salary, age and years of service of the participant. Any COLA provided to retirees must be granted by the State Legislature. In addition, a COLA will not be approved by the legislature unless the plan is 100 percent funded after the COLA is awarded. Participants may withdraw from the Plan at any time and receive refunds of participant contributions plus accumulated interest.

CITY OF DOUGLAS, WYOMING
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2025

7. PARTICIPATION IN THE WYOMING RETIREMENT SYSTEM (Continued)

Actuarial Assumptions

An actuarial valuation of each WRS defined benefit plan is performed annually. The funded status of each plan is shown in the Schedules of Funding Progress, which is located in the Actuarial section of the WRS Annual Comprehensive Financial Report (ACFR). It is important to note that in November 2021 and also in February 2022, the WRS Board changed the assumptions used by the actuary to value the plans. The new assumptions are reflected in the valuation results and have been incorporated into the City's proportionate share of the net pension liability. In general, the new assumptions reflect an update to the mortality tables, adjustments to the demographic and salary scale, as well as a lower long-term investment return.

For all plans except the Paid Firemen's Pension Plan A, beginning July 1, 2012 all future COLA's must be granted by the State Legislators. In addition, the WRS board cannot recommend the COLA unless the plan is considered actuarially sound and the unfunded liability must not drop below 100% after the award of the COLA.

The results of the actuarial valuation are dependent upon the actuarial assumptions used. Actual results can and almost certainly will differ, as actual experience deviates from the assumptions. Even seemingly minor changes in the assumptions can materially change the liabilities, calculated contributions rates and funding periods.

The long-term expected rate of return on pension plan investments was determined using a building-block method in which expected future real rates of return (expected arithmetic returns, net of pension plan investment expense and inflation) are developed for each major asset class. These real rates of return are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. For each major asset class that is included in the Plan's target asset allocation as of January 1, 2025 the best estimates are summarized in the following table:

Asset Class	Target Allocation	Geometric Real Return	Arithmetic Real Return
Cash	0.50%	0.41%	0.40%
Gold	1.50%	2.33%	0.90%
Fixed income	20.00%	3.79%	4.22%
Equity	51.50%	6.51%	8.19%
Marketable alternatives	16.00%	4.54%	5.38%
Private markets	10.50%	6.23%	7.74%
Total	100.00%	5.53%	6.75%

Discount Rate

Projected benefit payments are required to be discounted to their actuarial present values using a single discount rate that reflects 1) a long-term expected rate of return on pension plan investments (to the extent that the Plan's fiduciary net position is projected to be sufficient to pay benefits using a 100-year analysis) and 2) a tax-exempt municipal bond rate based on an index of 20-year general obligation bonds with an average AA credit rating (which is published by the Federal Reserve) as of the measurement date (to the extent that the contributions for use with the long-term expected rate of return are not met). For purposes of this valuation, the expected rate of return on pension plan investments is 6.80% and the municipal bond rate is 4.08%, which is based upon fixed-income municipal bonds with 20 years to maturity that include only federally tax-exempt municipal bonds as reported in Fidelity Index's 20-Year Municipal GO AA Index as of December 31, 2024.

CITY OF DOUGLAS, WYOMING
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2025

7. PARTICIPATION IN THE WYOMING RETIREMENT SYSTEM (Continued)

The projection of cash flows used to determine the rate assumed that plan member contributions and employer contributions will be made at the current contribution rate. Based on these assumptions, the pension plan’s fiduciary net position was projected to be available to make all projected future benefit payments of current active and inactive plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

Pension Liabilities, Pension Expense (Revenue), and Deferred Outflows of Resources and Deferred Inflows of Resources related to Pensions

At June 30, 2025, the City reported a total liability of \$4,162,842 for its proportionate share of the net pension liability. The net pension liability was determined by an actuarial valuation as of January 1, 2024, applied to all prior periods included in the measurement. Actuarial valuation involves estimates of the reported amounts and assumptions about the probability of occurrence of events far into the future. Amounts determined regarding the net pension liability are subject to continual revision as actual results are compared with past expectations and new estimates are made about the future. An experience study was conducted covering the five-year period ending December 31, 2020. The net pension liability as of December 31, 2024 is based on the results of an actuarial valuation as of January 1, 2024, rolled forward to a measurement date of December 31, 2024, and taking into consideration information from the recent experience study.

The City’s proportion of the net pension liability was based on the City’s share of contributions to the Plan relative to the total contributions of all participating Plan members, the following table presents the changes in the City’s proportion as compared to the prior year:

Plan Name	Proportionate Share of the Net Pension Liability (The City's Percentage of total Plan contributions)		
	2025	2024	Increase (Decrease)
Public Employee Pension Plan	0.152959%	0.142408%	0.010552%
Law Enforcement Pension Plan	0.724238%	0.659876%	0.064363%

CITY OF DOUGLAS, WYOMING
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2025

7. PARTICIPATION IN THE WYOMING RETIREMENT SYSTEM (Continued)

At June 30, 2025, the composition of the City's net pension liability is as follows:

	Net Pension Liability
Governmental Activities:	
Public Employee Pension Plan	\$ 1,988,971
Law Enforcement Pension Plan	972,761
Total governmental activities	<u>\$ 2,961,732</u>
Business-Type Activities:	
Water, Public Employee Pension Plan	\$ 428,037
Sewer, Public Employee Pension Plan	329,670
Landfill, Public Employee Pension Plan	285,826
Sanitation, Public Employee Pension Plan	157,577
Total business-type activities	<u>\$ 1,201,110</u>

At June 30, 2025, the City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Public Employee Pension Plan	Law Enforcement Pension Plan	Total
Non-cash pension expense (revenue)	<u>\$ 65,771</u>	<u>\$ 156,731</u>	<u>\$ 222,502</u>
Deferred outflows of resources			
Difference between expected and actual experience	\$ 206,849	\$ 183,966	\$ 390,815
Changes of assumptions	-	75,993	75,993
Contributions subsequent to the measurement date	318,986	131,396	450,382
Total deferred outflows of resources	<u>\$ 525,835</u>	<u>\$ 391,355</u>	<u>\$ 917,190</u>
Deferred inflows of resources			
Difference between expected and actual experience	\$ 3,840	\$ 24,350	\$ 28,190
Changes of assumptions	-	711,474	711,474
Net difference between projected and actual earnings on pension plan investments	403,895	190,672	594,567
Total deferred inflows of resources	<u>\$ 407,735</u>	<u>\$ 926,496</u>	<u>\$ 1,334,231</u>

CITY OF DOUGLAS, WYOMING
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2025

7. PARTICIPATION IN THE WYOMING RETIREMENT SYSTEM (Continued)

The City reported \$318,986 and \$131,396 for the Public Employee Pension Plan and Law Enforcement Pension Plan respectively, as deferred outflows of resources related to the pension resulting from the City's contributions subsequent to the measurement date that will be recognized as a reduction of the net pension liability in the year ended June 30, 2025. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to the pension will be recognized in pension expense as follows:

	<u>Public Employee Pension Plan</u>		<u>Law Enforcement Pension Plan</u>	
	Deferred	Deferred	Deferred	Deferred
	Outflows	Inflows	Outflows	Inflows
	of Resources	of Resources	of Resources	of Resources
2025	\$ 89,872	\$ (150,498)	\$ 155,741	\$ (532,623)
2026	79,965	116,912	72,494	(221,497)
2027	37,012	(272,079)	31,724	(125,145)
2028	-	(102,070)	-	(47,231)
	<u>\$ 206,849</u>	<u>\$ (407,735)</u>	<u>\$ 259,959</u>	<u>\$ (926,496)</u>

Sensitivity of the Proportionate Share of the Net Pension Liability to Changes in the Discount Rate

The following table sets forth the City's proportionate share of the net pension liability calculated using the discount rate, shown below, and what would be if it were calculated using a discount rate that is both one percentage point higher and lower than the current rate:

<u>Plan Name</u>	<u>1% Decrease (5.8 percent)</u>	<u>Discount Rate (6.8 percent)</u>	<u>1% Increase (7.8 percent)</u>
Public Employee Pension Plan	\$ 5,314,002	\$ 3,190,081	\$ 1,431,209
Law Enforcement Pension Plan	2,040,566	972,761	99,730
Total	<u>\$ 7,354,568</u>	<u>\$ 4,162,842</u>	<u>\$ 1,530,939</u>

Other Detailed Information

For more detailed information regarding the Plan see the separately issued 2024 WRS ACFR which is available at <http://retirement.state.wy.us/default.aspx>.

CITY OF DOUGLAS, WYOMING
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2025

8. OTHER POST EMPLOYMENT HEALTH BENEFITS (OPEB) PLAN

Plan Description

The City participates in a single-employer defined benefit postemployment healthcare plan, the *Retirees Health Insurance Plan*. The City Council has the authority for establishing and amending the plan. This plan does not issue a separate report.

A retiree is eligible for coverage under the group insurance plan at premium rates established by the City provided the retiree has had medical coverage in effect under the group insurance plan at the time of retirement and has accumulated 75 points (service plus age) at retirement. The plan is considered an "Other Post - Employment Benefit" (OPEB). The plan is administered through a non-qualifying trust per paragraph 4, item (b), of the GASB Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions*.

Required Monthly Contributions. Contributions are required for both retiree and dependent coverage up to member age 65. The City is currently providing a subsidy to offset the retiree's contribution for the medical insurance program.

To comply with the GASB, the City is required to have an actuarial valuation of the post-retirement benefit plan at least every two years. The actuarial valuation is done to identify the actuarial accrued liability, the annual required contribution, and the net OPEB obligation. The retiree benefits offered by the City included in this actuarial valuation include the self-funded medical benefit plan. Currently, the retiree benefits are subsidized by the city based on age and years of service.

The current contribution amounts are provided here:

<u>Points at Retirement</u>	<u>% Paid by the Retiree</u>
75	50%
76	45%
77	40%
78	35%
79	30%
80	25%
81	20%
82	15%
83	10%
84	5%
85+	0%

As of June 30, 2025, there were 57 fully eligible active participants and 2 retirees receiving benefit payments.

The actuarial valuation assumes the use of the Entry Age method of valuation with amortization on a level dollar basis. The City finances the program on a "pay-as-you-go" basis. The City Council has the authority for establishing and amending the funding policy.

OPEB Liability and Deferred Outflows/Inflows Related to OPEB

The City's total OPEB liability of \$949,713 was measured as of June 30, 2025, and was determined by an actuarial valuation as of July 1, 2024.

CITY OF DOUGLAS, WYOMING
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2025

8. OTHER POST EMPLOYMENT HEALTH BENEFITS (OPEB) PLAN (Continued)

The table below shows the cumulative amounts to be shown as Deferred Outflows and Inflows of Resources. Changes in Total OPEB Liability related to the difference in actual and expected experience, or changes in assumptions regarding future events, are recognized in OPEB Expense over the expected remaining service life of all employees (active and retired) in the postretirement plan. Differences in projected and actual earnings over the measurement period are recognized over a 5-year period. Amounts not yet recognized are summarized below:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	\$ 157,724	\$ (198,808)
Changes in assumptions	45,787	(146,905)
Total	<u>\$ 203,511</u>	<u>\$ (345,713)</u>

Contributions subsequent to the Measurement Date may be recognized as a reduction to the Net OPEB Liability. The amount is not known as of the date of this report. Subsequent to the Measurement Date, the following amounts will be recognized in OPEB Expense in the upcoming years:

Year Ended June 30,	Net Deferred Outflows/Inflows
2026	\$ (37,543)
2027	(41,611)
2028	(47,706)
2029	(17,837)
2030	2,081
Thereafter	414
	<u>\$ (142,202)</u>

Actuarial Assumptions and Other Inputs

The total OPEB liability in the July 1, 2024 actuarial valuation was determined using the following actuarial assumptions and other inputs, applied to all periods including in the measurements, unless otherwise specified:

To select assumptions to be used in the valuation, a number of factors are considered. These factors include the level of benefits provided by the plan, the ages at which these benefits become available, recent experience of the group, experience of employees in the Wyoming Retirement System (WRS), the insights and observations of the administration, and the actuary's best estimate of the likelihood of certain events, given experience with other plans under similar circumstances.

It was not possible to develop reasonable pre-retirement decrement assumptions for withdrawal, mortality and disability rates based on the experience of the City due to its size. To obtain more reliable experience, other sources were used. Mortality, withdrawal, and disability assumptions are from the WRS January 1, 2025 actuarial valuation. Retirement assumptions are based on City experience.

CITY OF DOUGLAS, WYOMING
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2025

8. OTHER POST EMPLOYMENT HEALTH BENEFITS (OPEB) PLAN (Continued)

The discount assumption reflects the time value of money as of the valuation date. The discount rate was 5.20% for the fiscal year-ended June 30, 2025. The underlying index used is the High Quality 20-Tax-Exempt Bond G.O. Index. The rate has been updated to the current fiscal year-end based on changes in market conditions as reflected in the index. The rate selected is as of June 30, 2025, and is the most recent rate available prior to the measurement date.

Other significant assumptions are as follows:

Valuation Date	1-Jul-24
Discount Rate,	
Beginning of Year	3.86%
End of Year	5.20%
Total Payroll Increases	2.50%

Healthcare Cost Trend Rates

Period	Medical
FY 25 to FY 28	7.00%
FY 29 to FY 29	5.40%
FY 30 to FY 34	5.25%
FY 35 to FY 49	4.60%
FY 50 to FY 64	4.50%
FY 65 to FY74	4.25%
Ultimate	4.00%

There were no changes in assumptions and the total OPEB liability for the year ended June 30, 2025.

Sensitivity of the total OPEB liability to changes in the discount rate

The following presents the total OPEB liability of the City, as well as what the City's total OPEB liability would be if it were calculated using a discount rate that is one percentage point lower or one percentage point higher than the current discount rate:

	1% Decrease (4.20%)	Discount Rate (5.20%)	1% Increase (6.20%)
Total OPEB Liability	\$ 1,031,109	\$ 949,713	\$ 874,038

CITY OF DOUGLAS, WYOMING
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2025

9. MUNICIPAL SOLID WASTE LANDFILL CLOSURE AND POSTCLOSURE CARE COSTS

State and federal laws and regulations require that the City place final cover on its landfill when closed and to perform certain maintenance and monitoring functions at the landfill site for thirty years after closure. In addition to operating expenses related to current activities of the landfill, a liability is being recognized based on the future closure and postclosure care costs that will be incurred near or after the date the landfill no longer accepts waste.

The recognition of these landfill closure and postclosure care costs is based on the estimate of future costs to be incurred by the City. In June of 2015, the City began transferring most waste to Casper and began the process of closure of the main acreage in the landfill. The estimated liability for landfill closure and postclosure care costs of the main acreage is \$677,250 as of June 30, 2025. The contract approved for closure was significantly lower than original engineering estimates. The State of Wyoming approved a grant in the amount of \$1,440,000 to assist in covering costs of closure.

The actual costs of closure and postclosure care may be higher due to inflation, changes in technology, or changes in landfill laws and regulations. It is reasonably possible that the City's recorded estimate of its liability may change in the near term.

The City is required by state and federal laws and regulations to make annual contributions to finance closure and postclosure care. To comply with this requirement, the City participates in the State of Wyoming Financial Assurance Program for Municipal Landfills. The Department of Environmental Quality had approved the City's current landfill operating permit through 2014. As noted above, in June of 2015, the City began to transfer their waste to the Casper Landfill.

10. PARTIALLY SELF-FUNDED EMPLOYEE HEALTH CARE PLAN

As an employee benefit, the City maintains a partially self-funded employee health care plan for all full time employees. The plan, accounted for in an internal service fund, provides extensive major medical, wellness, dental, and vision coverage. As of January 1, 2016, the plan requires single and family deductibles of \$750 and \$1,500 respectively, as well as an 80% co-insurance requirement for substantially all eligible health care expenses.

The plan is funded on an imprest (pay-as-you-go) basis by assessing each operating department a fixed charge per employee for stop loss coverage premiums and a variable proportional charge per employee for direct health care costs incurred below the stop loss limits. The City believes there are adequate resources available in the various operating funds to provide sufficient funding for the plan.

The reported liability includes an amount for claims that have been incurred but not reported. The liability is management's best estimate based on available information. Medical claims in excess of \$35,000 per employee, and those exceeding an aggregate amount dependent upon the number of covered employees, are covered through a private insurance carrier to further protect the City. Ending claims liability balance was \$761,242 which is an increase from the prior year.

CITY OF DOUGLAS, WYOMING
NOTES TO BASIC FINANCIAL STATEMENTS
For the Year Ended June 30, 2025

11. SECTION 457 DEFERRED COMPENSATION PLAN

The City maintains two deferred compensation plans created in accordance with Internal Revenue Code Section 457. Both plans are used by City employees with only International City/County Management Association (ICMA) being offered to new employees. Employees defer a portion of their salary until future years. Deferred compensation is not available until termination, retirement, death, or financial hardship. The plans are reported in the employee's deferred compensation fund. The plans' assets are presented at fair value.

All investments in deferred compensation plans are held in trust in the City's accounts and recorded at market value as determined by the respective fund managers based on quoted sales prices of the underlying securities. Investments are in a combination of managed domestic stock funds, international stock funds, bond funds, and money market funds.

The market value of the plans' accounts at June 30, 2025 is as follows:

	Market Value
ICMA Retirement Corporation Plan	\$ 5,842,697
EQUI-VEST Plan	199,775
	\$ 6,042,472

12. CONTINGENCIES AND COMMITMENTS

At various times, claims and lawsuits are pending against the City. The City is of the opinion that the liability, if any, arising from such claims will not have a material adverse effect on its financial statements. Under the terms of Federal and state grants, periodic audits are required, and certain costs may be questioned as not being appropriate expenditures under the terms of the grants. Such audits could lead to reimbursement to the grantor agencies. City management believes disallowances, if any, would not be significant to the City's financial statements.

Risk of loss

The City is subject to risk of loss from various events, including torts, theft, damage to assets, business interruption, errors and omissions, and job-related injuries to employees, as well as acts of God.

The City purchased commercial insurance and workers' compensation coverage to minimize their risks of loss. No settlements occurred during the current year, and no significant reduction in coverage against losses from year to year has occurred.

Employees of the City are covered by the City's medical plan. The City's costs for this plan are reflected in the funds paying the coverage, premiums and administrative costs.

Construction and engineering commitments

The City has multiple ongoing construction and engineering commitments related to construction in progress the balance of which is included in Note 4.

CITY OF DOUGLAS, WYOMING NOTES TO BASIC FINANCIAL STATEMENTS For the Year Ended June 30, 2025

13. RETIREMENT HEALTH SAVINGS PLAN

On June 27, 2005, the City created the City of Douglas Retirement Health Savings Plan (the savings plan). All full-time employees age 18 years old and above are eligible. Under the savings plan, the employee makes mandatory pre-tax contributions of sick leave. The health benefit is available upon separation of service, retirement, or death of the employee. The laws governing retirement health savings plans require the use of an integral part trust. The savings plan is reported in the Pension Trust Fund. The savings plan's assets are specified interest instruments reported at fair value of \$594,555.

14. RISK MANAGEMENT

The City is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; business interruption; errors and omissions; employee injuries and illnesses; natural disasters; and employee health, dental, and accident benefits. The City's general liability insurance is provided by participation in the Local Government Liability Pool (LGLP). LGLP manages risk by receiving an annual actuarial assessment of funding needs. The LGLP have never requested a reserve call on its members. All risk management activities are accounted for in each fund as appropriate. Settled claims resulting from these risks have not exceeded commercial insurance coverage in any of the past three fiscal years. The City also participates in the Wyoming workers compensation program.

Wyoming Statute 27-14-101 created the Wyoming Worker's Compensation Act (the Act), which is administered as an enterprise fund by the State of Wyoming. All employers within the State of Wyoming are participants of this plan unless the employer elects not to be covered under the plan. This Act requires the City to obtain liability coverage for payment of benefits to employees for job-related injuries and diseases through the Worker's Compensation Fund. This Act provides general protection from suits filed by employees against the City. The City makes quarterly payments to the Department of Employment, State of Wyoming.

15. RELATED PARTY TRANSACTIONS

During the year ended June 30, 2025, the City entered into transactions with K&R Construction, LLC, a company owned by a member of the City Council. Payments made by the City to K&R Construction, LLC during the year totaled \$367,521. Management has represented that these transactions were conducted in the ordinary course of business and on terms comparable to those available to unrelated parties.

16. SUBSEQUENT EVENTS

Subsequent events have been evaluated through December 23, 2025, the date the financial statements were available to be issued, and there were no matters that materially affect the carrying amounts of assets, liabilities, and fund balance as of June 30, 2025.

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REQUIRED SUPPLEMENTAL INFORMATION

CITY OF DOUGLAS, WYOMING
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL - GENERAL FUND
For the Year Ended June 30, 2025

	Original Budget	Final Budget	Actual	Variance with Final Budget
Revenues:				
Taxes	\$ 12,985,400	\$ 12,985,400	\$ 19,470,864	\$ 6,485,464
Licenses and permits	76,000	76,000	127,053	51,053
Intergovernmental	1,341,664	1,666,099	1,765,485	99,386
Charges for services	781,756	781,756	778,581	(3,175)
Fines and forfeitures	22,500	22,500	19,392	(3,108)
Miscellaneous revenue	276,598	324,904	488,422	163,518
Investment earnings	1,100,000	1,100,000	2,205,329	1,105,329
Total revenues	<u>16,583,918</u>	<u>16,956,659</u>	<u>24,855,126</u>	<u>7,898,467</u>
Expenditures:				
General government	4,817,484	5,293,267	4,584,353	(708,914)
Public safety	2,770,549	2,782,489	2,738,630	(43,859)
Public works	1,579,615	1,579,615	1,487,623	(91,992)
Culture and recreation	1,024,236	1,024,236	833,619	(190,617)
Cemetery	398,493	398,493	390,615	(7,878)
Community service	530,600	530,600	519,267	(11,333)
Total expenditures	<u>11,120,977</u>	<u>11,608,700</u>	<u>10,554,107</u>	<u>(1,054,593)</u>
Other financing sources (uses):				
Transfer in	6,500	6,500	7,384	884
Transfer out	<u>(37,581,197)</u>	<u>(37,731,647)</u>	<u>(37,728,981)</u>	<u>2,666</u>
Total other financing sources (uses)	<u>(37,574,697)</u>	<u>(37,725,147)</u>	<u>(37,721,597)</u>	<u>3,550</u>
Net change in fund balance	(32,111,756)	(32,377,188)	(23,420,578)	8,956,610
Fund balance - beginning	<u>55,636,122</u>	<u>55,636,122</u>	<u>55,636,122</u>	<u>-</u>
Fund balance - ending	<u>\$ 23,524,366</u>	<u>\$ 23,258,934</u>	<u>\$ 32,215,544</u>	<u>\$ 8,956,610</u>

The notes to financial statements are an integral part of this statement.

CITY OF DOUGLAS, WYOMING
SCHEDULE OF PROPORTIONATE SHARE OF THE NET PENSION LIABILITY
WYOMING RETIREMENT SYSTEM
Last 10 Years Ended December 31,

					Primary Government					
	2024	2023	2022	2021	2020	2019	2018	2017	2016	2015
Public Employee Pension Plan										
The City's proportionate share of net pension liability	0.1529594%	0.1424076%	0.1422517%	0.1459402%	0.1491078%	0.1482207%	0.1452961%	0.1384799%	0.1419099%	0.1331493%
The City's proportionate share of the net pension liability	\$ 3,190,081	\$ 3,232,910	\$ 3,887,477	\$ 2,225,181	\$ 3,240,649	\$ 3,483,077	\$ 4,424,689	\$ 3,156,428	\$ 3,430,672	\$ 3,105,511
Covered - employee payroll	\$ 3,238,713	\$ 2,864,292	\$ 2,672,056	\$ 2,657,743	\$ 2,645,504	\$ 2,581,164	\$ 2,457,906	\$ 2,459,667	\$ 2,522,831	\$ 2,291,122
Proportionate share of the net pension liability as percentage of covered-employee payroll	98.50%	112.87%	145.49%	83.72%	122.50%	134.94%	180.02%	128.33%	135.99%	135.55%
Plan fiduciary net position as a percentage of the total pension liability	82.46%	80.19%	75.47%	86.03%	79.24%	76.83%	69.17%	76.35%	73.42%	73.40%
Law Enforcement Pension Plan										
The City's proportionate share of net pension liability	0.7242385%	0.6598757%	0.6181126%	0.5995534%	0.5635212%	0.6397338%	0.7665577%	0.8869045%	0.8824789%	0.8575659%
The City's proportionate share of the net pension liability	\$ 972,761	\$ 891,387	\$ 2,105,629	\$ 1,705,961	\$ 383,883	\$ 551,442	\$ 1,855,623	\$ 763,132	\$ 666,200	\$ 644,203
Covered - employee payroll	\$ 1,511,031	\$ 1,285,533	\$ 1,165,526	\$ 1,086,423	\$ 975,273	\$ 1,092,771	\$ 1,340,654	\$ 1,365,374	\$ 1,381,970	\$ 1,292,496
Proportionate share of the net pension liability as percentage of covered-employee payroll	64.38%	69.34%	180.66%	157.03%	39.36%	50.46%	138.41%	55.89%	48.21%	49.84%
Plan fiduciary net position as a percentage of the total pension liability	87.88%	86.90%	70.30%	75.62%	91.82%	89.05%	71.22%	87.99%	88.11%	87.49%

The notes to financial statements are an integral part of this statement.

CITY OF DOUGLAS, WYOMING
SCHEDULE OF CONTRIBUTIONS
WYOMING RETIREMENT SYSTEM
Last 10 Years Ended June 30,

	Primary Government									
	2025	2024	2023	2022	2021	2020	2019	2018	2017	2016
Public Employee Pension Plan										
Contractually required contribution	\$ 627,763	\$ 580,260	\$ 518,494	\$ 494,771	\$ 476,880	\$ 466,138	\$ 439,421	\$ 408,504	\$ 408,797	\$ 419,295
Actual contributions in relation to the contractually required contribution	\$ (627,763)	\$ (580,260)	\$ (518,494)	\$ (494,771)	\$ (476,880)	\$ (466,138)	\$ (439,421)	\$ (408,504)	\$ (408,797)	\$ (419,295)
Contribution deficiency (excess)	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Covered employee payroll	\$ 3,371,442	\$ 3,116,326	\$ 2,784,607	\$ 2,657,743	\$ 2,631,791	\$ 2,645,504	\$ 2,581,164	\$ 2,457,906	\$ 2,459,667	\$ 2,522,831
Contributions as a percentage of covered-employee payroll	18.62%	18.62%	18.62%	18.62%	18.12%	17.62%	17.02%	16.62%	16.62%	16.62%
Law Enforcement Pension Plan										
Contractually required contribution	\$ 284,427	\$ 231,607	\$ 196,453	\$ 166,579	\$ 187,956	\$ 230,592	\$ 234,844	\$ 237,699	\$ 222,310	\$ 178,634
Actual contributions in relation to the contractually required contribution	\$ (284,427)	\$ (231,607)	\$ (196,453)	\$ (166,579)	\$ (187,956)	\$ (230,592)	\$ (234,844)	\$ (237,699)	\$ (222,310)	\$ (178,634)
Contribution deficiency (excess)	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Covered employee payroll	\$ 1,496,984	\$ 1,346,552	\$ 1,142,169	\$ 968,483	\$ 1,092,771	\$ 1,340,654	\$ 1,365,374	\$ 1,381,970	\$ 1,292,496	\$ 1,038,568
Contributions as a percentage of covered-employee payroll	19.00%	17.20%	17.20%	17.20%	17.20%	17.20%	17.20%	17.20%	17.20%	17.20%

The notes to financial statements are an integral part of this statement.

CITY OF DOUGLAS, WYOMING
SCHEDULE OF OPEB LIABILITY
Last 10 Years Ended June 30,

		Primary Government								
	<u>2025</u>	<u>2024</u>	<u>2023</u>	<u>2022</u>	<u>2021</u>	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>2017</u>	<u>2016</u>
OPEB liability	\$ 949,713	\$ 870,030	\$ 870,030	\$ 1,147,481	\$ 1,061,121	\$ 944,827	\$ 872,981	\$ 912,033	\$ 297,352	\$ 216,634
Covered Employee Payroll	\$ 5,102,483	\$ 4,403,494	\$ 4,403,494	\$ 3,897,305	\$ 3,766,658	\$ 3,673,935	\$ 3,798,560	\$ 3,825,041	\$ 3,825,041	\$ 3,904,801
Total OPEB Liability as a percentage of covered employee payroll	18.61%	19.76%	19.76%	29.44%	28.17%	25.72%	22.98%	23.84%	7.77%	5.55%

The notes to financial statements are an integral part of this statement.

CITY OF DOUGLAS, WYOMING
SCHEDULE OF CHANGES IN OPEB LIABILITY
Last 10 Years Ended June 30,

	Primary Government									
	2025	2024	2023	2022	2021	2020	2019	2018	2017	2016
Service cost	\$ 54,950	\$ -	\$ 41,587	\$ 62,120	\$ 59,731	\$ 46,575	\$ 49,068	\$ 57,926	\$ 80,662	\$ 85,582
Interest	40,671	-	32,090	24,240	24,735	25,271	27,468	29,839	8,665	6,554
Changes in assumptions/amortization	12,900	-	(318,640)	-	67,073	-	(115,588)	-	518,307	(6,182)
Benefit payments	(28,838)	-	(32,488)	-	(35,245)	-	-	-	-	(33,148)
Net change in total OPEB liability	79,683	-	(277,451)	86,360	116,294	71,846	(39,052)	87,765	607,634	52,806
Total OPEB liability - beginning	870,030	870,030	1,147,481	1,061,121	944,827	872,981	912,033	824,268	216,634	163,828
Total OPEB liability - ending	<u>\$ 949,713</u>	<u>\$ 870,030</u>	<u>\$ 870,030</u>	<u>\$ 1,147,481</u>	<u>\$ 1,061,121</u>	<u>\$ 944,827</u>	<u>\$ 872,981</u>	<u>\$ 912,033</u>	<u>\$ 824,268</u>	<u>\$ 216,634</u>

The notes to financial statements are an integral part of this statement.

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SUPPLEMENTAL INFORMATION

CITY OF DOUGLAS, WYOMING
COMBINING BALANCE SHEET
NONMAJOR GOVERNMENTAL FUNDS
As of June 30, 2025

	Special Revenue Fund	Capital Projects Funds				
	Police Special Projects	Impact Assistance	CLG Projects	Fire Equipment	Capital Improvement Reserve	General Fund Equipment Reserve
<u>ASSETS</u>						
Cash	\$ 12,149	\$ 23,887	\$ 7,322	\$ 19,029	\$ 63,343	\$ 1,905,779
Investments	-	2,100,979	-	567,566	320,958	513,761
Accounts receivable, net	2,762	-	-	-	-	-
Accrued interest	-	4,020	-	2,203	1,403	618
Total assets	<u>\$ 14,911</u>	<u>\$ 2,128,886</u>	<u>\$ 7,322</u>	<u>\$ 588,798</u>	<u>\$ 385,704</u>	<u>\$ 2,420,158</u>
<u>LIABILITIES</u>						
Accounts payable	\$ 775	\$ -	\$ -	\$ -	\$ -	\$ 60,070
Retainage payable	-	-	-	-	-	-
Accrued wages	1,543	-	-	-	-	-
Total liabilities	<u>2,318</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>60,070</u>
<u>FUND BALANCE</u>						
Restricted:						
Police grants	12,593	-	-	-	-	-
Cemetery care	-	-	-	-	-	-
Assigned:						
4th Street project	-	2,128,886	-	-	-	-
Equipment replacement	-	-	-	588,798	-	-
Capital projects	-	-	7,322	-	385,704	-
Unassigned	-	-	-	-	-	2,360,088
Total fund balances	<u>12,593</u>	<u>2,128,886</u>	<u>7,322</u>	<u>588,798</u>	<u>385,704</u>	<u>2,360,088</u>
Total liabilities and fund balances	<u>\$ 14,911</u>	<u>\$ 2,128,886</u>	<u>\$ 7,322</u>	<u>\$ 588,798</u>	<u>\$ 385,704</u>	<u>\$ 2,420,158</u>

The notes to financial statements are an integral part of this statement.

CITY OF DOUGLAS, WYOMING
COMBINING BALANCE SHEET (Continued)
NONMAJOR GOVERNMENTAL FUNDS
As of June 30, 2025

	Capital Projects Funds (Continued)				Permanent Fund	
	Park Improvement	Brownfield Grant	Train Car Restoration	Economic Development	Cemetery Care	Total Nonmajor Governmental Funds
<u>ASSETS</u>						
Cash	\$ 52,046	\$ -	\$ 77,574	\$ 37,630	\$ 4,595	\$ 2,203,354
Investments	3,564,065	-	-	2,147,823	187,933	9,403,085
Accounts receivable, net	-	-	-	-	-	2,762
Accrued interest	6,450	-	-	4,025	133	18,852
Total assets	<u>\$ 3,622,561</u>	<u>\$ -</u>	<u>\$ 77,574</u>	<u>\$ 2,189,478</u>	<u>\$ 192,661</u>	<u>\$ 11,628,053</u>
<u>LIABILITIES</u>						
Accounts payable	\$ -	\$ -	\$ 4,695	\$ 1,854	\$ -	67,394
Retainage payable	-	-	-	-	-	-
Accrued wages	-	-	-	-	-	1,543
Total liabilities	<u>-</u>	<u>-</u>	<u>4,695</u>	<u>1,854</u>	<u>-</u>	<u>68,937</u>
<u>FUND BALANCE</u>						
Restricted:						
Police grants	-	-	-	-	-	12,593
Cemetery care	-	-	-	-	192,661	192,661
Assigned:						
4th Street project	-	-	-	-	-	2,128,886
Equipment replacement	-	-	72,879	-	-	661,677
Capital projects	3,622,561	-	-	2,187,624	-	6,203,211
Unassigned	-	-	-	-	-	2,360,088
Total fund balances	<u>3,622,561</u>	<u>-</u>	<u>72,879</u>	<u>2,187,624</u>	<u>192,661</u>	<u>11,559,116</u>
Total liabilities and fund balances	<u>\$ 3,622,561</u>	<u>\$ -</u>	<u>\$ 77,574</u>	<u>\$ 2,189,478</u>	<u>\$ 192,661</u>	<u>\$ 11,628,053</u>

The notes to financial statements are an integral part of this statement.

CITY OF DOUGLAS, WYOMING
COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
NONMAJOR GOVERNMENTAL FUNDS
For the Year Ended June 30, 2025

	Special Revenue Fund	Capital Projects Funds				
	Police Special Projects	Impact Assistance	CLG Projects	Fire Equipment	Capital Improvement Reserve	General Fund Equipment Reserve
<u>REVENUES</u>						
Intergovernmental	\$ 91,258	\$ 294,118	\$ -	\$ -	\$ -	\$ -
Charges for services	-	-	-	-	-	-
Miscellaneous revenue	-	-	-	8	-	-
Investment earnings	-	54,998	-	27,829	13,325	24,537
Total revenues	91,258	349,116	-	27,837	13,325	24,537
<u>EXPENDITURES</u>						
General government	-	-	-	211,673	-	-
Public safety	150,501	-	-	146,351	-	-
Capital outlay	-	-	-	-	-	878,150
Total expenditures	150,501	-	-	358,024	-	878,150
Excess (deficiency) of revenues over (under) expenditures	(59,243)	349,116	-	(330,187)	13,325	(853,613)
<u>OTHER FINANCING SOURCES (USES)</u>						
Transfers in	39,993	-	-	-	-	3,052,288
Transfers out	-	-	-	-	-	-
Total other financing sources (uses)	39,993	-	-	-	-	3,052,288
Net change in fund balances	(19,250)	349,116	-	(330,187)	13,325	2,198,675
Fund balances - beginning	31,843	1,779,770	7,322	918,985	372,379	161,413
Fund balances - ending	\$ 12,593	\$ 2,128,886	\$ 7,322	\$ 588,798	\$ 385,704	\$ 2,360,088

The notes to financial statements are an integral part of this statement.

CITY OF DOUGLAS, WYOMING
COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES (Continued)
NONMAJOR GOVERNMENTAL FUNDS
For the Year Ended June 30, 2025

	Capital Projects Funds (Continued)				Permanent Fund	Total Nonmajor Governmental Funds
	Park Improvement	Brownfield Grant	Train Car Restoration	Economic Development	Cemetery Care	
<u>REVENUES</u>						
Intergovernmental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 385,376
Charges for services	-	-	-	-	6,875	6,875
Miscellaneous revenue	-	-	-	-	-	8
Investment earnings	141,795	-	-	74,763	7,415	344,662
Total revenues	141,795	-	-	74,763	14,290	736,921
<u>EXPENDITURES</u>						
General government	-	-	-	22,903	-	234,576
Public safety	-	-	-	-	-	296,852
Capital outlay	77,629	-	19,636	73,196	-	1,048,611
Total expenditures	77,629	-	19,636	96,099	-	1,580,039
Excess of revenues over (under) expenditures	64,166	-	(19,636)	(21,336)	14,290	(843,118)
<u>OTHER FINANCING SOURCES (USES)</u>						
Transfers in	-	-	20,000	71,700	-	3,183,981
Transfers out	-	-	-	-	(7,384)	(7,384)
Total other financing sources (uses)	-	-	20,000	71,700	(7,384)	3,176,597
Net change in fund balances	64,166	-	364	50,364	6,906	2,333,479
Fund balances - beginning	3,558,395	-	72,515	2,137,260	185,755	9,225,637
Fund balances - ending	\$ 3,622,561	\$ -	\$ 72,879	\$ 2,187,624	\$ 192,661	\$ 11,559,116

The notes to financial statements are an integral part of this statement.

CITY OF DOUGLAS, WYOMING
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
For the Year Ended June 30, 2025

Program Title	Federal Assistance Listing Number	Federal Expenditures	Awards to Subrecipients
U.S. Department of Treasury			
<i>Passed through State of Wyoming Office of State Lands and Investments</i>			
American Recovery Plan Act	* 21.027	\$ 1,571,586	\$ -
Total U.S. Department of Agriculture		<u>1,571,586</u>	<u>-</u>
U.S. Department of Justice			
<i>Received Directly from the U.S. Department of Justice</i>			
Public Safety Partnership and Community Policing Grants	16.710	116,492	-
Rural Violent Crime Initiative	16.039	25,141	-
OJJDP Underage Enforcement	16.540	2,990	-
Total U.S. Department of Justice		<u>144,623</u>	<u>-</u>
U.S. Department of Transportation			
<i>Received Directly from the U.S. Department of Transportation</i>			
Safe Streets and Roads for All	20.939	4,289	-
Highway Safety Cluster:			
State and Community Highway Safety	20.600	5,880	-
<i>Passed through State of Wyoming Department of Transportation</i>			
Highway Planning and Construction	20.205	17,378	-
Total U.S. Department of Transportation		<u>27,547</u>	<u>-</u>
TOTAL FEDERAL EXPENDITURES		<u><u>\$ 1,743,756</u></u>	<u><u>\$ -</u></u>

The accompanying notes to the SEFA are an integral part of this schedule

CITY OF DOUGLAS, WYOMING
NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
For the Year Ended June 30, 2025

1. Basis of Presentation

The accompanying schedule of expenditures of federal awards (SEFA) includes the federal award activity of the City of Douglas, Wyoming (the City) under programs of the federal government for the year ended June 30, 2025. The information in the SEFA is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and the Audit Requirements for Federal Awards (Uniform Guidance). All federal financial awards received directly from federal agencies as well as federal financial awards passed through other governmental agencies are included in the SEFA. Of the federal expenditures presented in the SEFA, the City provided no federal awards to subrecipients. Because the SEFA presents only a selected portion of the operations of the City, it is not intended to and does not present the financial position, changes in net assets, or cash flows of the City.

2. Summary of Significant Accounting Policies

Expenditures reported on the SEFA are reported on the same basis of accounting used in preparation of the fund financial statements from which the information was derived as described in Note 1 to the City's basic financial statements. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

Categorical block grants are recorded at the time of receipt or earlier if the susceptible-to-accrual criteria are met. Cost-reimbursement grants are recognized as revenue when the qualifying expenditures have been incurred and all other grant requirements have been met.

3. Indirect Cost Rates

The City has not utilized the 10 percent de minimis indirect cost rate as allowed under the Uniform Guidance.

4. Subrecipients

No funds have been passed on to subrecipients.

5. Major Programs

Items with an asterisk (*) are major programs.

DRAFT

OTHER REPORTS

**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER
FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED
ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE
WITH *GOVERNMENT AUDITING STANDARDS***

The Honorable Mayor and Members of the City Council
City of Douglas, Wyoming
101 North 4th Street
Douglas, Wyoming 82633

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Douglas, Wyoming (the City) as of and for the year ended June 30, 2025, and the related notes to the financial statements, which collectively comprise the City's basic financial statements, and have issued our report thereon dated December 23, 2025.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore material weaknesses or significant deficiencies may exist that were not identified. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. We identified a deficiency in internal control, described in the accompanying schedule of findings and questioned costs as item 2025-001 that we consider to be a significant deficiency.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

The City's Response to Findings

Government Auditing Standards requires the auditor to perform limited procedures on the City's response to the findings identified in our audit and described in the accompanying schedule of findings and questioned costs. The City's response was not subjected to the other auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on the response.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Sheridan, Wyoming
December 23, 2025

**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR
EACH MAJOR FEDERAL PROGRAM AND REPORT ON INTERNAL CONTROL OVER
COMPLIANCE IN ACCORDANCE WITH THE UNIFORM GUIDANCE**

To the Honorable Mayor and Members of the City Council
City of Douglas, Wyoming
101 North 4th Street
Douglas, Wyoming 82633

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited the City of Douglas, Wyoming's (the City) compliance with the types of compliance requirements identified as subject to audit in the OMB *Compliance Supplement* that could have a direct and material effect on each of the City's major federal programs for the year ended June 30, 2025. The City's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, the City complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2025.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS); the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States (*Government Auditing Standards*); and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of the City's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules and provisions of contracts or grant agreements applicable to the City's federal programs.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the City's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the City's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the City's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the City's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Other Matters

The results of our auditing procedures disclosed instances of noncompliance which are required to be reported in accordance with the Uniform Guidance and which are described in the accompanying schedule of findings and questioned costs as item 2025-002. Our opinion on each major federal program is not modified with respect to these matters. Government Auditing Standards requires the auditor to perform limited procedures on the City's response to the noncompliance findings identified in our compliance audit described in the accompanying schedule of findings and questioned costs. The City's response was not subjected to the other auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the response.

Report on Internal Control Over Compliance

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance and therefore, material weaknesses or significant deficiencies may exist that were not identified. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, as discussed below, we did identify a certain deficiency in internal control over compliance that we consider to be a significant deficiency.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A material weakness in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A significant deficiency in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance. We consider the deficiency in internal control over compliance described in the accompanying schedule of findings and questioned costs as item 2025-002, to be a significant deficiency.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed. Government Auditing Standards requires the auditor to perform limited procedures on the City's response to the internal control over compliance findings identified in our compliance audit described in the accompanying schedule of findings and questioned costs. The City's response was not subjected to the other auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the response.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Sheridan, Wyoming
December 23, 2025

CITY OF DOUGLAS, WYOMING
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
For the Year Ended June 30, 2025

SECTION I – Summary of the Auditor’s Results

Financial Statements

Type of report the auditor issued on whether the financial statements audited were prepared in accordance with GAAP: *Unmodified*

Internal control over financial reporting:		
• Material weakness(es) identified?	___ Yes	___ ☒ No
• Significant deficiency(ies) identified?	___ ☒ Yes	___ No
Noncompliance material to financial statements noted?	___ Yes	___ ☒ No

Federal Awards

Internal control over major federal programs:		
• Material weakness(es) identified?	___ Yes	___ ☒ No
• Significant deficiency(ies) identified?	___ ☒ Yes	___ No
Type of auditor's report issued on compliance for major federal programs: <i>Unmodified</i>		
Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)?	___ ☒ Yes	___ No
Identification of major federal programs:		
Assistance Listing Number(s) and Name of Federal Program or Cluster:		
• American Recovery Plan Act – ALN 21.027		
Dollar threshold used to distinguish between type A and type B programs:	\$750,000	
Auditee qualified as a low-risk auditee?	___ Yes	___ ☒ No

CITY OF DOUGLAS, WYOMING
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
For the Year Ended June 30, 2025

SECTION II – GAGAS Financial Statement Findings

2025-001: Expenditures Not Included in Warrant Listing Approval (Significant Deficiency)

Criteria: City policies and sound internal control practices require that all disbursements be included on a warrant listing and formally approved by the governing body prior to payment. Such approval is a key control to ensure expenditures are authorized, appropriate, and properly reviewed.

Condition and Context: During testing of expenditures, we identified four disbursements that were not included on the warrant listing submitted to and approved by the City Council. As a result, these expenditures were processed and paid without documented governing body approval. The instances occurred in November, December, March, and May, indicating the issue was not isolated to a single occurrence.

Cause: The issue resulted from management oversight, as reports were processed with incomplete date information.

Effect or Potential Effect: Because the invoices were not included on the warrant listing, the governing body did not have the opportunity to review and approve these expenditures prior to payment. Although the invoices tested appeared to be legitimate and related to appropriate City operations, the lack of approval weakens internal controls over disbursements and increases the risk that unauthorized or inappropriate expenditures could occur and not be detected in a timely manner.

Recommendation: We recommend the City strengthen internal controls over the warrant and disbursement process by:

- Implementing procedures to verify the completeness of the warrant listing prior to governing body approval; and
- Establishing a compensating review control to identify and resolve invoices processed outside of the approved warrant process.

Responsible Official's Response: Please see the last page of this report for the response to this finding.

**CITY OF DOUGLAS, WYOMING
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
For the Year Ended June 30, 2025**

SECTION III – Federal Awards Findings and Questioned Costs

2025-002: Procurement Procedures (Significant Deficiency and Noncompliance)

Federal Program: American Recovery Plan Act

Federal ALN: 21.027

Criteria: Under 2 CFR §200.214 (previously §200.213) requires the City to verify that contractors are not suspended or debarred from doing business with the federal government. This verification may be accomplished by checking the System for Award Management (SAM.gov) or obtaining a certification from the vendor.

Condition and Context: During our testing, we identified two (2) transactions for which suspension and debarment checks were not performed or documented prior to contract award.

Cause: Undetermined.

Effect or Potential Effect: Failure to perform suspension/debarment checks increases the risk of noncompliance with federal regulations, potential ineligible costs charged to federal programs, and diminished assurance that contracts are awarded fairly and to responsible parties.

Questioned Costs: None.

Identification as a Repeat Finding: No.

Recommendation: We recommend that management strengthen procurement procedures to ensure compliance with Uniform Guidance requirements. Specifically:

- Perform and document suspension and debarment checks (e.g., through SAM.gov) prior to awarding contracts; and
- Provide staff training on federal procurement standards and maintain documentation supporting compliance for each federally funded procurement.

Responsible Official's Response: Please see the last page of this report for the response to this finding.

December 23, 2025

Carver Florek & James CPA's
2246 University Park Blvd
Layton, UT 84041

We have reviewed the findings and recommendations in the audit for Fiscal Year 2025. The following are our planned corrective actions for the identified issues:

Finding 2025-001: Expenditures not included in warrant listing approval.

- Default dates have been set to accurately reflect all invoices for the period.
- Checklist has been modified to include specific denotation for confirming the report dates and reports used for confirming totals.
- Change in procedure for supervisory review of the warrant register to include additional balancing process.

Finding 2025-002: Procurement Procedures.

- Change in procedure for Treasurer review of contract awards when presenting to Council to include checking vendor for suspension or debarment and document.
- Update purchasing policies and procedures to add requirement to check for vendor suspension or debarment prior to contract award.

We appreciate the constructive feedback provided by your firm which provides us with the opportunity to improve and grow.

Professionally,

Mary Nicol
Finance Director/Treasurer



Agenda Item Report

City Council – January 26, 2026

Item

Water Update: Ben Jordan

Responsible Staff Contact

Recommendation

Executive Summary

Background

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

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

Budget/Fiscal Impact

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

Action Requested/Recommended Motion

Attachments

1. Water Matters Update 1-Page 20260121
2. Water Projects Matrix 20260122

WATER MATTERS

Presented by Ben Jordan - Updated January 2026

January 2026

1. Level I Master Plan

- a. Final report for staff review expected any time.
- b. Report is critical to eligibility of funding through the WWDC.
- c. Level II project applications due 3/1/2026.
- d. Level III projections due 9/1/2026.

2. Sheep Mountain Well #1 Pumping Equipment

- a. Project bid date 2/4/2026.
- b. Substantial completion date 5/1/2026.
- c. Cost estimate is \$650,000.

3. Raw Water System

- a. Water line design from Water Treatment Plant to Yellowstone Road underway.
- b. Recommend funding tank design in 2026 to expedite project completion.
- c. Project can be completed faster if raw water line is a dedicated project.
- d. Apply for new tank funding from WWDC or self-fund.

4. Water Treatment Plant Evaluation

- a. Consultant in communication with City staff.
- b. Anticipate presentation to Council in January 2026.

5. Non-Tributary Wellfield

- a. Ten landowners contacted by mail for access discussions; have spoken or met with 5 landowners on the list, plus two other landowners.
- b. Preparing plan for testing existing well.
- c. Grant funding eligibility dependent on recommendations of Level I Master Plan.
- d. Conducting infrastructure inventory based on expanded area.

6. Funding “Big Picture”

- a. Review Level I Master Plan upon receipt.
- b. Analyze various funding options for recommended improvements and rank priorities.
- c. Preparing project priorities and developing firm plans for implementation. Important near-term priority for senior City staff.

7. Go / No Go

- a. Continuing Go - No Go analysis.
- b. Sheep Mt Well work in Spring 2026 will increase summer capacity by ~ 150 gpm.
- c. In light of drought-related uncertainty, coordinate significant new development with existing and planned system capacity.
- d. Continue monitoring of snowpack and spring flows (drought impacts).
- e. Recommend summer watering schedule.

CITY OF DOUGLAS - WATER PROJECTS OPTIONS
JANUARY 2026

Project	Sheep Mountain Well Upgrade	Raw Water System	Water Treatment Plant	Non-Tributary Wellfield
Description	Replace well pump & controls to increase capacity, replace flow control valve in Chalk Buttes station	River intake, pump, new tank, pipeline	Rehab or replace treatment plant	Wellfield with transmission line
Capacity (MGD)	1.44	0.54	2.0 - 3.0 Depending on pre-treatment configuration	0.79
Benefits	Immediately available, low cost	Separate from potable water, limited treatment, removes some peaking demands	Increase reliability, good peaking source	Year-round supply, non-tributary to North Platte River
Challenges	Contractor scheduling, aquifer recharge	Funding options & aligning water installation with capital projects	Schedule, funding, construction of new WTP may limit use of existing plant, likely seasonal operation	Access & easements, uncertain water quality, high cost per MG of capacity
Concept-Level Capital Cost	\$710,000	Tank - \$6.18 million Pump, water lines, etc. - \$4.9 million	\$34.8 - \$48 million (Preliminary estimate, assumes use existing building)	\$22 - 25 million
Capital Cost per 1,000 Gallons Capacity	NA	\$20,555	\$17,250 - \$22,500 (for 2.0 MGD)	\$27,850 - \$31,646
Funding Source(s)	Self-fund	Tank - WWDC or self fund Pump & water lines - USDA RUS, market loan, or SLIB	DWSRF	Well - WWDC Additional wells, transmission, etc. - DWSRF
Likely Schedule	2026 – Fund & implement	2026 - ID tank site, design tank & water line. Apply to WWDC for tank \$. Apply to SLIB or USDA for pump & water line funding. 2027 to 2028 - Begin constructing new tank & rehab existing tank for raw water 2029 - 2030 - Raw water system completed.	2026 – Pilot testing 2027 – Apply for DWSRF funding. 2030 to 2031 - WTP online	2026 – Access negotiations & apply for GW grant. 2027 to 2028 – Drill & test first well. 2028 - Apply for DWSRF funding. 2030 - Water available from wellfield.
Short-Term Benefit / Cost^	Pending	Pending	Pending	Pending
Long-Term Benefit / Cost^	Pending	Pending	Pending	Pending

^ Values are pending based on updated cost estimates and water rate adjustments.



Agenda Item Report

City Council – January 26, 2026

Item

Water Treatment Plant Alternatives-HDR Presentation (20 Minute Presentation, 10 Minute Q&A)

Responsible Staff Contact

Recommendation

Executive Summary

Background

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

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

Budget/Fiscal Impact

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

Action Requested/Recommended Motion

Attachments

1. WTP Alternatives Presentation



City of Douglas Water Treatment Plant Alternatives



Introductions

- City of Douglas Capacity
- HDR Water Quality Review
- Alternative Evaluation
- Proposed Timeline
- Funding Opportunities

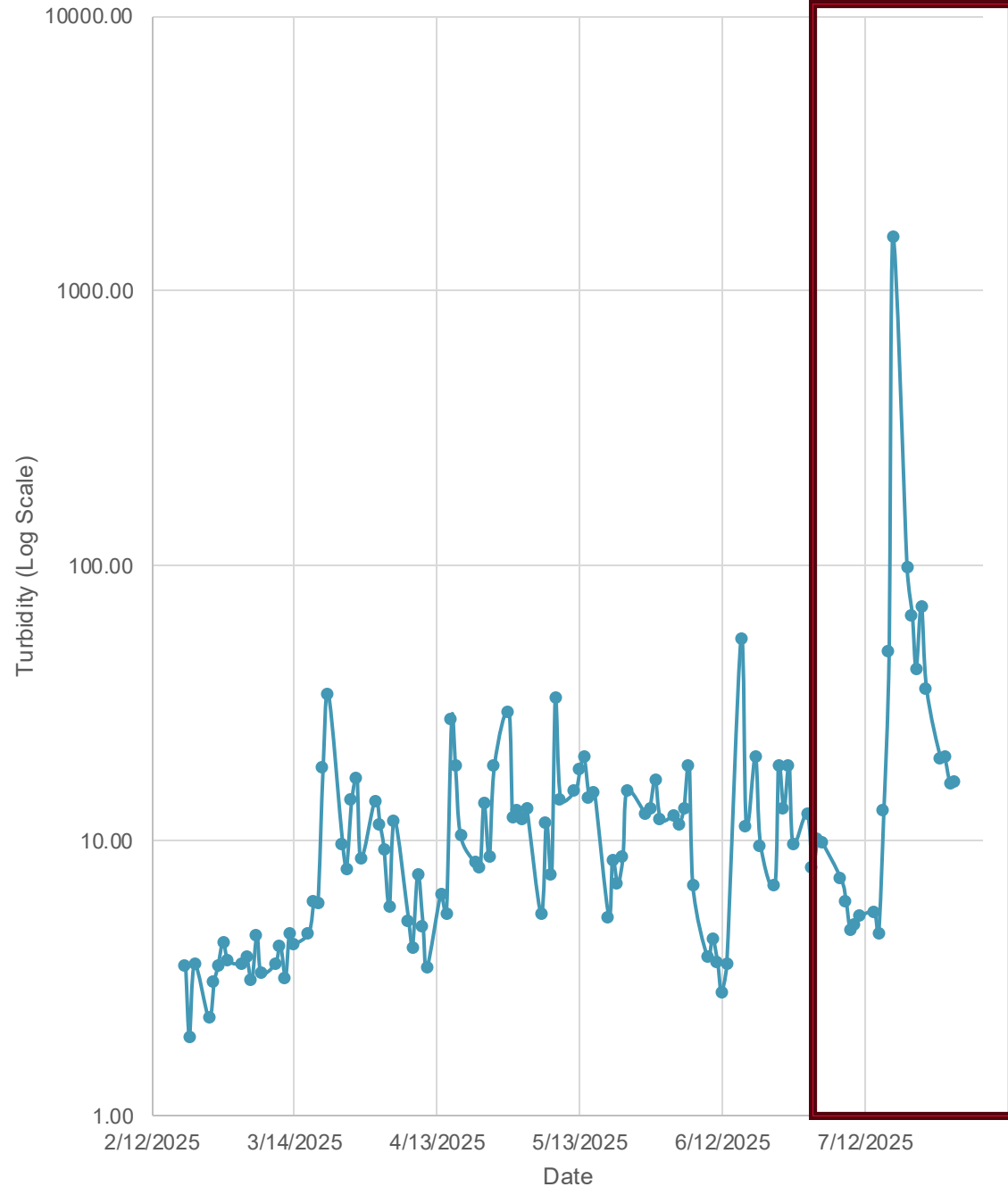


Capacity of Water System

- Existing WTP limited on water quality data
 - Does not account for large swings in turbidity
- Even at good water quality (<10 NTU) filters must run at reduced capacity
 - Colloidal solids are key concern
- Alternatives evaluated at minimum supply of 2 MGD



Influent Turbidity



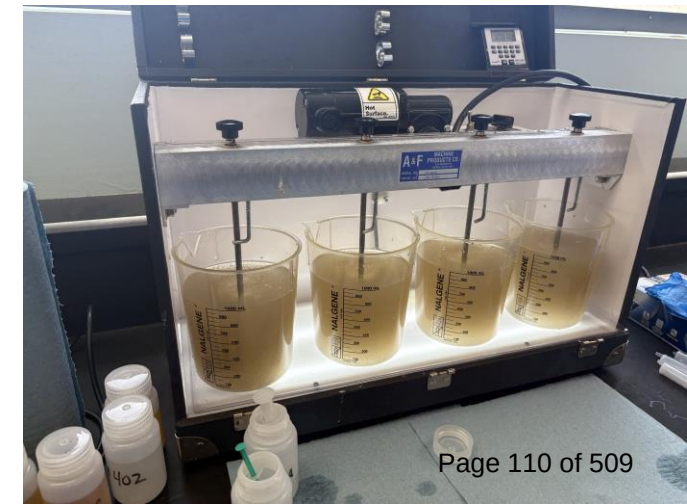
Water Quality Review

Sampling Plan Results Review

- Manganese & Iron

2025 Turbidity Event - July

- Jar Testing Results
- Turbidity Discussion



Water Treatment Plant Alternatives

Alternative 1:

Rehabilitation of Existing (Conventional Flocculation/Sedimentation and Dual Media Filtration)

1

2

Alternative 2:

Ballasted Flocculation and Dual Media Filtration

Alternative 3:

Conventional Flocculation/Sedimentation with Pressure Membranes (Ultrafiltration/Microfiltration)

3

4

Alternative 4:

Conventional Flocculation/Sedimentation with Submerged Membranes (Ultrafiltration/Microfiltration)

None of these alternatives will remove **PFAS (Forever Chemicals)**, based on current PFAS(ADD TESTING LANGUAGE HERE), some testing, levels and acceptability, if detected, additional treatment technology will be required.

Water Treatment Alternatives

- Rehabilitation of Existing (Conventional Flocculation/Sedimentation and Dual Media Filtration)
 - Conventional system using coagulants reduce overall water turbidity before primary treatment
 - Primary treatment process using sand and anthracite to treat water
- Ballasted Flocculation and Dual Media Filtration
 - Package system using microsand as a flocculant base, high capability to treat variable turbidity water
 - Same primary treatment process as above
 - Example Plant: CWRWS WTP in Casper



Douglas WTP



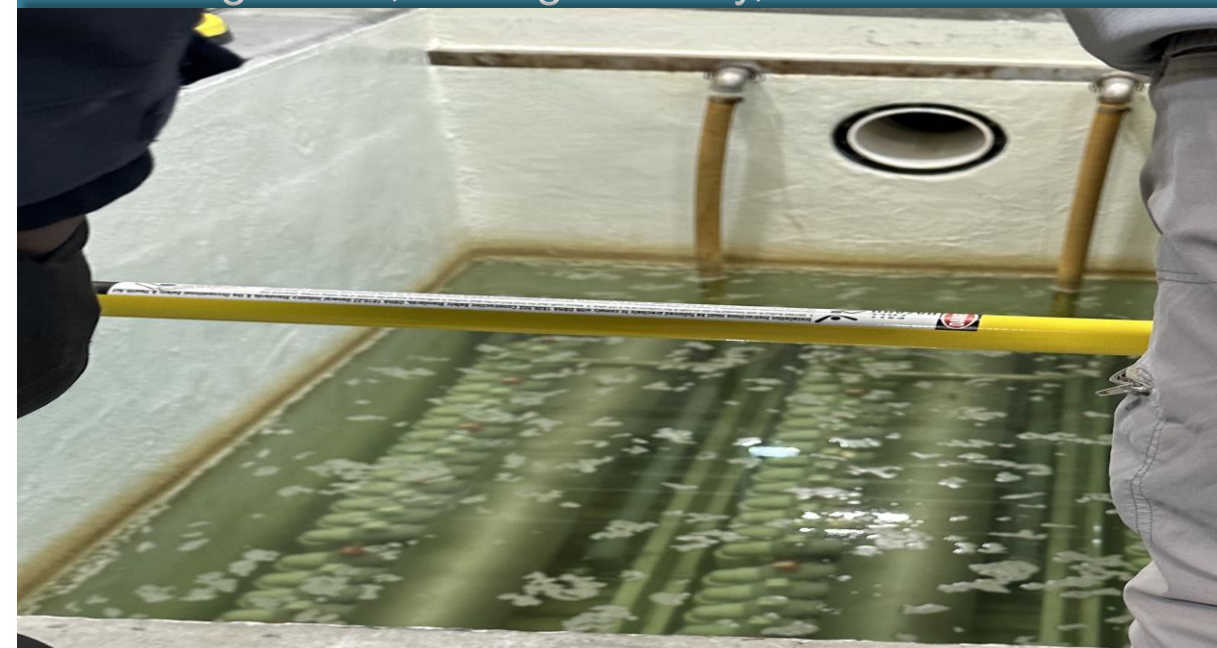
CWRWS Water Treatment Plant, Casper, WY

Water Treatment Alternatives (cont.)

- Conventional Flocculation/Sedimentation with Pressure Membranes
 - Same pretreatment process as Rehabilitation
 - Primary treatment uses membranes to force water through membrane material removing small particles, bacteria etc.
 - Example plant: N. Burleigh WTP, ND
- Conventional Flocculation/Sedimentation with Submerged Membranes
 - Same pretreatment process as Rehabilitation
 - Primary treatment uses membranes submerged in influent water and vacuumed through the membranes via pumped.
 - Example Plant: Fargo WTP, Fargo ND



N. Burleigh WTP, Burleigh County, ND



Fargo WTP, Fargo ND

Comparison of Alternative Processes



Most Preferable



Preferable



Least Preferable

Criteria	Alternative 1 Rehabilitation of Existing	Alternative 2 Ballasted Floc and Dual Media Filtration	Alternative 3 Conventional Pretreatment and Pressure Membranes	Alternative 4 Conventional Pretreatment and Submerged Membranes
Staffing and Overnight Operations	 Can be 100% remotely controlled and operated overnight			
Finished Water Quality	 High water quality		 Highest water quality	
Robustness under differing water qualities	 Can be resistant to water quality changes to a certain point	 Can still breakthrough, meaning more filter backwashes	 Lower output, more backwashing required during high turbidity events	
Operational Complexity	 Least Complexity	 Moderate to Higher Complexity	 Highest Complexity	 Highest Complexity
			 Ceramics typically have 2x the warranty length, very infrequently replacement	 Submerged PVDF membranes requiring Fiber Pinning
Land/Building Requirements	 Flash mixing chamber would likely be required	 Potential to reuse basins with ballasted floc	 Common retrofitting pressure membranes, can be designed around existing	 Potential for submerged membranes being too large for existing structures
	 Likely to need a chemical storage building to meet code requirements			
Potential Cost (Class 4 Estimate)	\$16.1 - \$34.5 million	\$17.5 - \$37.5 million	\$21.7 - \$46.5 million	\$22.4 - \$48 million



Process Selection/Recommendation

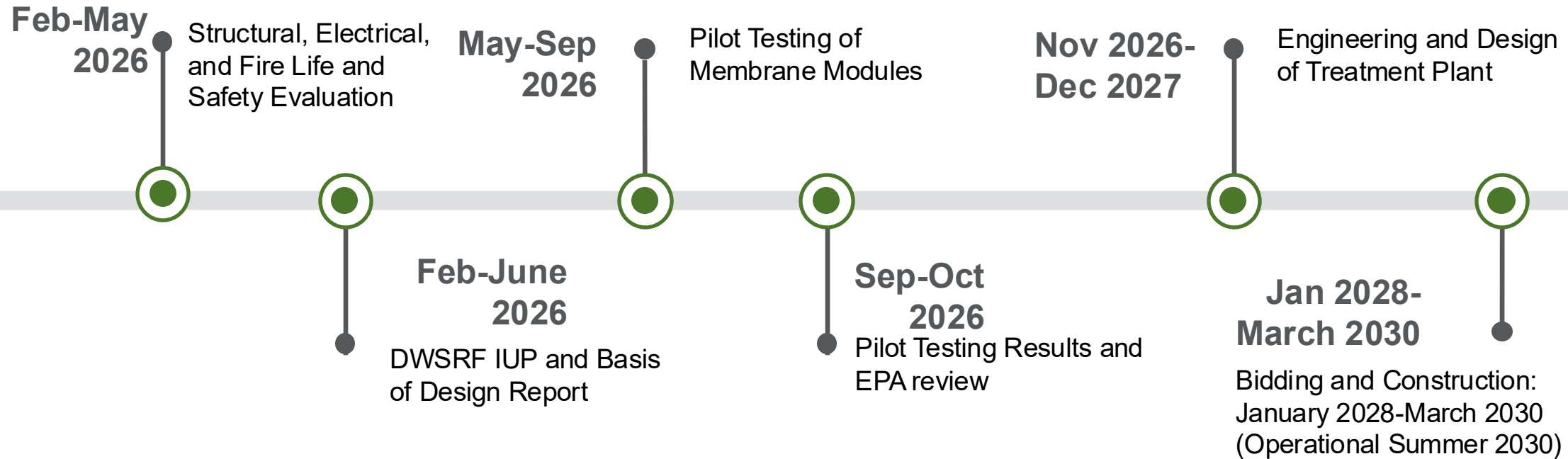
Water Quality Review

Review of Alternatives with City Staff

Conventional Flocculation/Sedimentation with Pressure Membranes

- Capability of Output during higher turbidity events
- Consistent water quality output
- Retrofit requirements are less than submerged membranes
- Membranes in general have a long service life (10-20 years) depending on material

Proposed timeline





Potential Funding Sources

- Drinking Water State Revolving Fund
 - Funding available every year through DWSRF for Treatment
 - Intended Use Plan used as project ranking for all eligible projects
 - Some projects are eligible for principal forgiveness and loans are typically 20 years
- USDA Rural Utility Service Grants and Loans
 - Grants and Loans through USDA can be used for treatment systems
 - Preliminary Engineering Report Required
 - Loan rates determined by debt service rates, immediate need, and median household income with payback periods of up to 40 years.

Next Up – Pilot Testing and Evaluation



- Pilot skids onsite for testing window May-Sept. 2026
- DEQ Pre-testing coordination and Basis of Design Report
- Pretreatment test skid
- Filtration test skid – ceramic membranes
- Testing informs design of plant



City of Douglas Water Treatment Plant Alternatives





Agenda Item Report

City Council – January 26, 2026

Item

City Hall: Update

Responsible Staff Contact

Devon Litzsinger

Recommendation

Executive Summary

The City Clerk's office is moving along rapidly. The doors have been installed, the walls painted, carpet patched, IT has installed network and phone access, and the carpet has been cleaned. Our original expected move-in date of mid-February is still accurate. If you have not stopped by to see the new office, please feel free to do so, as we are excited to show it off!

During the remodel, we uncovered several critical deficiencies in building security, accessibility, and life-safety systems that directly impact public safety, employee protection, and ADA compliance. Below is a listing of items that will need addressed:

- ADA Door Closures
- Exit Signs with Egress Lights & Battery Backup
- Light Switch Updates and Sensors
- Clerks Office Security: Panic & Lockdown Buttons
- Center Door Override Button
- Main Entrance Exterior Camera
- Kitchen Release Buttons with LED Indicators
- Momentary Release Buttons for Clerks Office and Reception

Staff obtained quotes for the above-mentioned items and will bring them to the next council meeting. These items would à la carte, and it would not be required to complete all of them at one time.

Background

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

Budget/Fiscal Impact

Action Requested/Recommended Motion

Attachments

None



Agenda Item Report

City Council – January 26, 2026

Item

Douglas Community Center: Naming Review

Responsible Staff Contact

Recommendation

Executive Summary

In earlier discussions, **Douglas Community Center** was selected and has been used as the working name for the new facility. As planning has progressed, we have increasingly referred to the facility by the acronym “**DCC.**” We have since recognized that this creates avoidable confusion with the **Douglas Community Club** (golf course), which also commonly uses “**DCC.**” During our meeting with the Owner’s Group on **January 20**, the group asked that this issue be brought to the Council’s attention and invited feedback on whether an alternative name (and acronym) should be considered. Below are several preliminary options for discussion:

Potential Alternatives:

1. **Douglas City Community Center**
aka DC3
2. **Camp Douglas Community Center**
aka The Outpost
3. **Laramie Range Commons**
aka The Range
4. **Platte River Commons**
aka PRC
5. **Douglas Commons**
aka Camp DC
6. **Jackalope Activity Center and Sports**
Aka JACS

Background

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

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

Budget/Fiscal Impact

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

Action Requested/Recommended Motion

Attachments

None



Agenda Item Report City Council – January 26, 2026

Item

Resolution 2026-01: A Resolution Authorizing a Conditional Use Permit to Operate a Nursing Home at 1108 Birch Street, Within the City of Douglas, Wyoming.

Responsible Staff Contact

Clara Chaffin

Recommendation

Approve Resolution 2026-01 as presented.

Executive Summary

There has been a change of ownership of the nursing home at 1108 Birch Street.

Conditional Use Permits are specific to the property owner and/or agent; thus, requiring a new Conditional Use Permit for this property. The City of Douglas received an application for a Conditional Use Permit from the new owners of 1108 Birch Street.

LOCATION: The subject property is located on the north side of Birch Street between South 10th Street and South 12th Street.

LOT SIZE: 2.96 Acres

ZONING DATA: The property is currently zoned R-1 Neighborhood Residential Zoning District. This district is *“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.”* Per the Douglas Municipal Code, nursing homes are permitted as a Conditional Use in an R-1 Neighborhood Residential Zone.

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

EXISTING LAND USE: Nursing Home

PROPOSED USE: Nursing Home.

Background

HISTORY: This property was annexed to the City prior to 1946. It was replatted as part of the Mountain Lodge Addition in 2016. The previous owners had operated a Nursing Home with a Conditional Use Permit at this location since 2007.

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

Budget/Fiscal Impact

Action Requested/Recommended Motion

Approve Resolution 2026-01 as presented.

Attachments

1. CNCL StaffReport_CUP2025-0110_Combined
2. Resolution 2026-01 Nursing Home 1108 Birch Street

Conditional Use Permit

STAFF REPORT

1108 Birch St, Douglas, Wyoming, 82633
Nursing Home

CASE NUMBER: CUP2025-0110

PREPARED BY: Heidi McCullough

MEETING DATES: Planning Commission: 11/17/2025, City Council: 11/24/2025

REQUEST: Nursing Home

RECOMMENDATION: The Community Development Department recommends approval of the conditional use permit to operate a nursing home with the following conditions:

1. The conditional use permit is specific to North Big Horn Hospital dba Summit Ridge Skilled Nursing & Rehabilitation. If this property owner and/or agent, in the future, cease operation or moves the facility to another location, the Conditional Use Permit shall be null and void for the subject property.
2. The alley to the west of the property shall not be used as the primary access to the employee parking lot.

APPLICANT: North Big Horn Hospital dba Summit Ridge Skilled Nursing & R
1108 Birch Street Douglas WY 82633

PROPERTY OWNER: Summit Ridge Propco LLC
576 W 900 S Ste 240 Woods Cross UT 84010

LEGAL DESCRIPTION: MOUNTAIN LODGE ADDITION, LOT 1:

CURRENT ZONE: R-1

PROPOSED ZONE: *NA

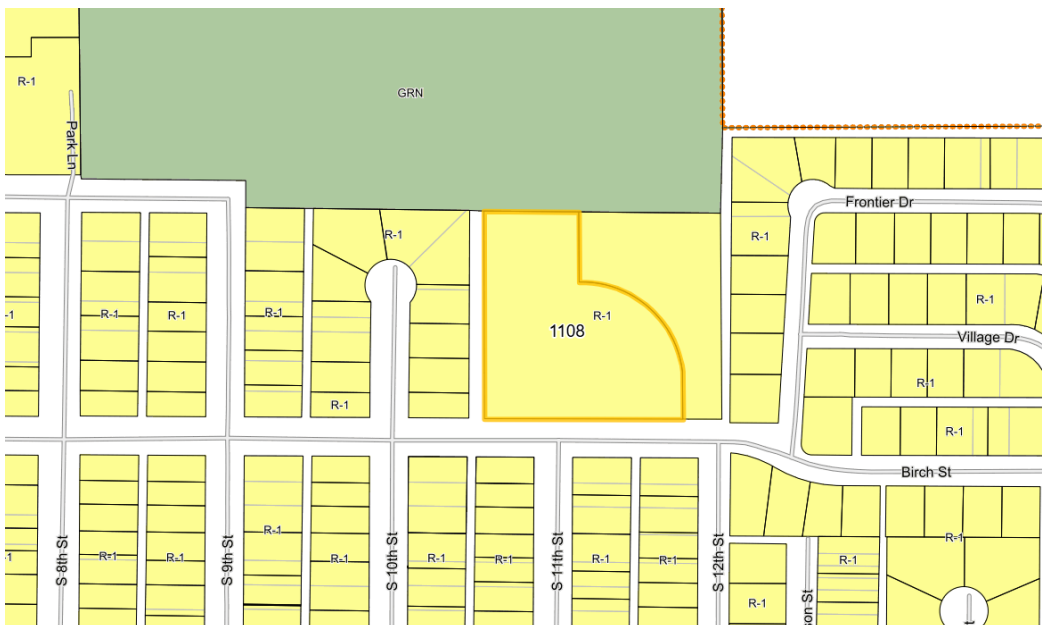
VICINITY MAP:



LOCATION: The subject property is located on the north side of Birch Street between South 10th Street and South 12th Street.

LOT SIZE: 2.96 Acres

ZONING: R-1 Zone



ZONING DATA: The property is currently zoned R-1 Neighborhood Residential Zoning District. This district is *“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.”* Per the Douglas Municipal Code, nursing homes are permitted as a Conditional Use in an R-1 Neighborhood Residential Zone.

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

EXISTING LAND USE: Nursing Home

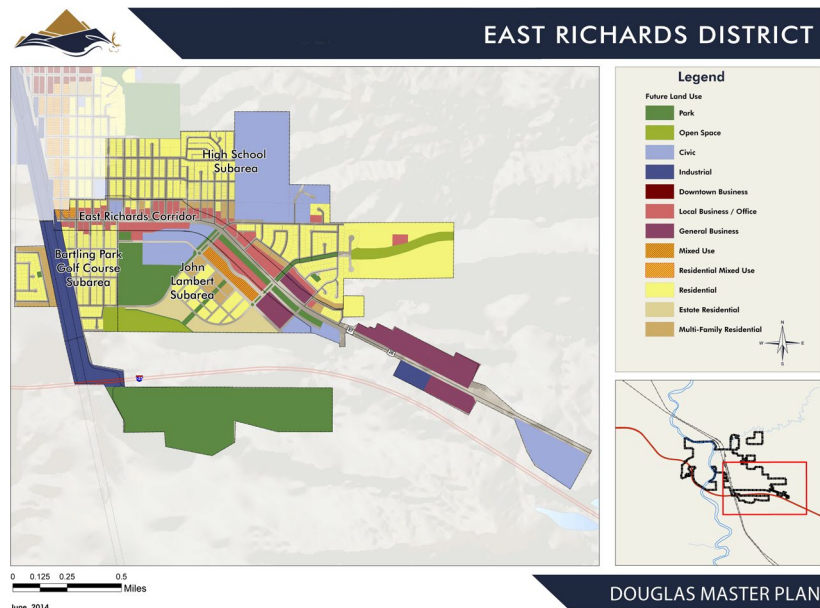
PROPOSED USE: Nursing Home.

SURROUNDING LAND USE:		ZONING	ANNEXATION STATUS
North:	Cemetery	GRN	City
South:	Residential	R-1	City
East:	Residential	R-1	City
West:	Residential	R-1	City

HISTORY: This property was annexed to the City prior to 1946. It was replatted as part of the Mountain Lodge Addition in 2016. The previous owners had operated a Nursing Home with a Conditional Use Permit at this location since 2007.

2014 MASTER PLAN: The property is designated as part of the High School subarea of the East Richards Character District. This area is expected to continue to be a center of activity with the addition of new neighborhoods on the periphery over time.

“Neighborhood enhancements will continue in this area including the addition of new neighborhoods on the periphery of this area “The desired future character for this subarea is a cohesive mix of land use that form Douglas’s southern gateway.”



The request conforms to the Douglas Master Plan.

FY2025 STRATEGIC DOING: Conditional Use Permits are not referenced in the FY2025 Strategic Doing as Key Performance Indicator (KPI).

STAFF RECOMMENDATION: The Community Development Department recommends approval of the conditional use permit to operate a nursing home with the following conditions:

1. The conditional use permit is specific to North Big Horn Hospital dba Summit Ridge Skilled Nursing & Rehabilitation. If this property owner and/or agent, in the future, ceases operation or moves the facility to another location, the Conditional Use Permit shall be null and void for the subject property.
2. The alley to the west of the property shall not be used as the primary access to the employee parking lot.

PLANNING & ZONING COMMISSION RECOMMENDATION: At their regular meeting on December 15, 2025, the Douglas Planning & Zoning Commission voted unanimously to recommend approval of the conditional use permit to operate a nursing home with the following conditions:

1. The conditional use permit is specific to North Big Horn Hospital dba Summit Ridge Skilled Nursing & Rehabilitation. If this property owner and/or agent, in the future, ceases operation or moves the facility to another location, the Conditional Use Permit shall be null and void for the subject property.
2. The alley to the west of the property shall not be used as the primary access to the employee parking lot.

RESOLUTION NO. 2026-01

A RESOLUTION AUTHORIZING A CONDITIONAL USE PERMIT TO OPERATE A NURSING HOME AT 1108 BIRCH STREET, WITHIN THE CITY OF DOUGLAS, WYOMING.

WHEREAS, North Big Horn Hospital dba Summit Ridge Skilled Nursing & Rehabilitation have made application to the City of Douglas for a Conditional Use Permit to operate a nursing home in an R-1 Residential Zone at the location known as 1108 Birch Street; and

WHEREAS, the Community Development staff and the Douglas Planning and Zoning Commission have reviewed the application to ensure that it shall have no adverse impact on the welfare of the public; and

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

WHEREAS, notice has been duly given and a public hearing held before the Douglas Planning and Zoning Commission on December 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; and

WHEREAS, the following conditions are recommended by City staff and the Planning and Zoning Commission:

- 1. The conditional use permit is specific to North Big Horn Hospital dba Summit Ridge Skilled Nursing & Rehabilitation. If this property owner and/or agent, in the future, cease operation or moves the facility to another location, the Conditional Use Permit shall be null and void for the subject property.
- 2. The alley to the west of the property shall not be used as the primary access to the employee parking lot.

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DOUGLAS, WYOMING, that a Conditional Use Permit be approved and granted to the North Big Horn Hospital dba Summit Ridge Skilled Nursing & Rehabilitation to operate a nursing home at 1108 Birch Street in Douglas, Wyoming, in accordance with the Statutes of the State of Wyoming and the Ordinances of the City of Douglas.

PASSED, APPROVED AND ADOPTED this 26th day of January, 2026.

Kim Pexton, Mayor

Attest:

Devon Litzsinger, City Clerk



Agenda Item Report City Council – January 26, 2026

Item

Resolution 2026-02: A Resolution Authorizing a Conditional Use Permit to Operate an Assisted Living Facility at 1110 Birch Street, Within the City of Douglas, Wyoming.

Responsible Staff Contact

Clara Chaffin

Recommendation

Approve Resolution 2026-02 as presented.

Executive Summary

There has been a change of ownership at the Assisted Living Facility at 1110 Birch Street. Conditional Use Permits are specific to the property owner and/or agent; thus, requiring a new Conditional Use Permit for this property. The City of Douglas received an application for a Conditional Use Permit from the new owners of 1110 Birch Street.

LOCATION: The subject property is located on the north side of Birch Street between South 10th Street and South 12th Street.

LOT SIZE: 1.84 Acres

ZONING DATA: The property is currently zoned R-1 Neighborhood Residential Zoning District. This district is *“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.”* Per the Douglas Municipal Code, nursing homes are permitted as a Conditional Use in an R-1 Neighborhood Residential Zone.

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

EXISTING LAND USE: Assisted Living facility

PROPOSED USE: Assisted Living facility

Background

HISTORY: This property was annexed to the City prior to 1946. It was replatted as part of the Mountain Lodge Addition in 2016. The previous owners operated a Nursing Home with a Conditional Use Permit at this location since 2007.

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

Budget/Fiscal Impact

Action Requested/Recommended Motion

Approve Resolution 2026-02 as presented.

Attachments

1. CNCL StaffReport_CUP2025-0111_Combined
2. Resolution 2026-02 Conditional Use Permit 1110 Birch Street Assisted Living Home

Conditional Use Permit

STAFF REPORT

1110 Birch St, Douglas, Wyoming, 82633

Assisted Living Facility

CASE NUMBER: CUP2025-0111

PREPARED BY: Heidi McCullough

MEETING DATES: Planning Commission: 12/15/2025, City Council: 12/22/2025

REQUEST: Assisted Living Facility

RECOMMENDATION: The Community Development Department recommends approval of the conditional use permit to operate a nursing home with the following conditions:

1. The conditional use permit to operate an assisted living facility is specific to North Big Horn Hospital dba Summit Ridge Assisted Living and Memory Care only. If this applicant and/or agent, in the future, ceases operation or moves the facility to another location, the Conditional Use Permit will be null and void for the subject property.
2. That alleys not be a point of ingress or egress for parking or for any traffic on or serving the property.

APPLICANT: Summit Ridge Assisted Living and Memory Care
1110 Birch Street Douglas WY 84010

PROPERTY OWNER: Rocky Mountain Care - Summit Ridge Assisted Living Facility
576 W 900 S STE 240 Woods Cross UT 84010

LEGAL DESCRIPTION: Assisted Living Facility

CURRENT ZONE: R-1

PROPOSED ZONE: *NA

VICINITY MAP:



LOCATION: The subject property is located on the north side of Birch Street between South 10th Street and South 12th Street.

LOT SIZE: 1.84 Acres

ZONING: R-1 Zone



ZONING DATA: The property is currently zoned R-1 Neighborhood Residential Zoning District. This district is *“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.”* Per the Douglas Municipal Code, nursing homes are permitted as a Conditional Use in an R-1 Neighborhood Residential Zone.

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

EXISTING LAND USE: Assisted Living facility

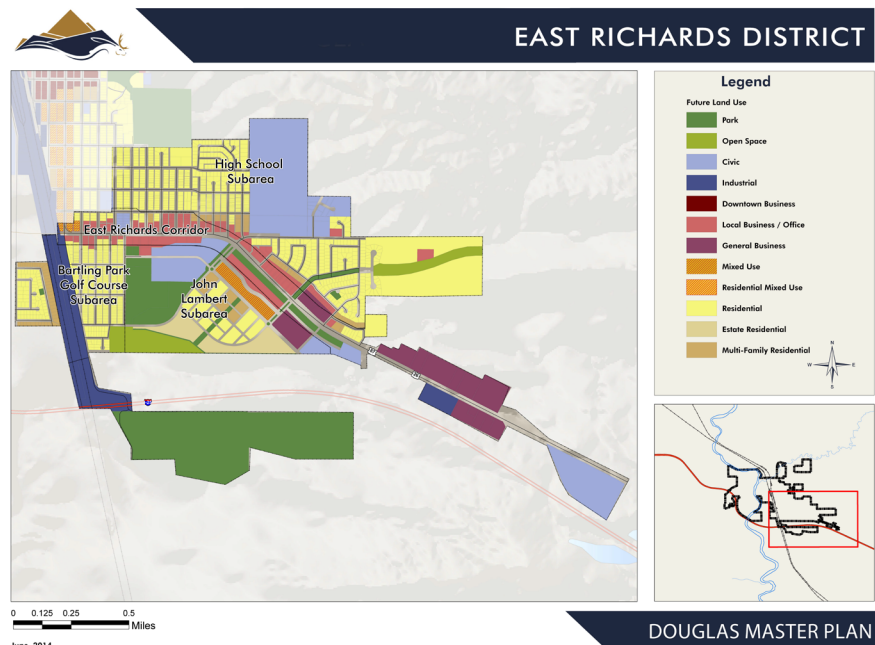
PROPOSED USE: Assisted Living facility

SURROUNDING LAND USE:		ZONING	ANNEXATION STATUS
North:	Cemetery	GRN	City
South:	Residential	R-1	City
East:	Residential	R-1	City
West:	Residential	R-1	City

HISTORY: This property was annexed to the City prior to 1946. It was replatted as part of the Mountain Lodge Addition in 2016. The previous owners operated a Nursing Home with a Conditional Use Permit at this location since 2007.

2014 MASTER PLAN: The property is designated as part of the High School subarea of the East Richards Character District. This area is expected to continue to be a center of activity with the addition of new neighborhoods on the periphery over time.

“Neighborhood enhancements will continue in this area including the addition of new neighborhoods on the periphery of this area “The desired future character for this subarea is a cohesive mix of land use that form Douglas’s southern gateway.”



The request conforms to the Douglas Master Plan.

FY2025 STRATEGIC DOING: Conditional Use Permits are not referenced in the FY2025 Strategic

Doing as Key Performance Indicator (KPI).

STAFF RECOMMENDATION: The Community Development Department recommends approval of the conditional use permit to operate an assisted living facility with the following conditions:

1. The conditional use permit to operate an assisted living facility is specific to North Big Horn Hospital dba Summit Ridge Assisted Living and Memory Care only. If this applicant and/or agent, in the future, ceases operation or moves the facility to another location, the Conditional Use Permit will be null and void for the subject property.
2. That alleys not be a point of ingress or egress for parking or for any traffic on or serving the property.

PLANNING & ZONING COMMISSION RECOMMENDATION: At their regular meeting on December 15, 2025, the Douglas Planning & Zoning Commission unanimously voted to recommend approval of the conditional use permit to operate a assisted living facility with the following conditions:

1. The conditional use permit to operate an assisted living facility is specific to North Big Horn Hospital dba Summit Ridge Assisted Living and Memory Care only. If this applicant and/or agent, in the future, ceases operation or moves the facility to another location, the Conditional Use Permit will be null and void for the subject property.
2. That alleys not be a point of ingress or egress for parking or for any traffic on or serving the property.

RESOLUTION NO. 2026-02

A RESOLUTION AUTHORIZING A CONDITIONAL USE PERMIT TO OPERATE AN ASSISTED LIVING FACILITY AT 1110 BIRCH STREET, WITHIN THE CITY OF DOUGLAS, WYOMING.

WHEREAS, Rocky Mountain Care dba Summit Ridge Assisted Living Facility have made application to the City of Douglas for a Conditional Use Permit to operate a assisted living facility in an R-1 Residential Zone at the location known as 1110 Birch Street; and

WHEREAS, the Community Development staff and the Douglas Planning and Zoning Commission have reviewed the application to ensure that it shall have no adverse impact on the welfare of the public; and

WHEREAS, the proposed use adheres to the Douglas Municipal Code, pertaining to the allowance of conditional use permits in a B-1 Local Business Zone for assisted living facilities; and

WHEREAS, notice has been duly given and a public hearing held before the Douglas Planning and Zoning Commission on December 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; and

WHEREAS, the following conditions are recommended by City staff and the Planning and Zoning Commission:

- 1. The conditional use permit is specific to Rocky Mountain Care dba Summit Ridge Assisted Living Facility. If this property owner and/or agent, in the future, cease operation or moves the facility to another location, the Conditional Use Permit shall be null and void for the subject property.
- 2. The alley to the west of the property shall not be used as the primary access to the employee parking lot.

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DOUGLAS, WYOMING, that a Conditional Use Permit be approved and granted to the Rocky Mountain Care dba Summit Ridge Assisted Living Facility to operate a assisted living facilities at 1110 Birch Street in Douglas, Wyoming, in accordance with the Statutes of the State of Wyoming and the Ordinances of the City of Douglas.

PASSED, APPROVED AND ADOPTED this 26th day of January, 2026.

Kim Pexton, Mayor

Attest:

Devon Litzsinger, City Clerk



Agenda Item Report City Council – January 26, 2026

Item

Resolution 2026-03: A Resolution Authorizing a Conditional Use Permit to Operate a Mini Storage Warehouse in a B-1 Local Business Zone at the Location Known as 1704 East Richards Street, Within the City of Douglas, Wyoming.

Responsible Staff Contact

Clara Chaffin

Recommendation

Approve Resolution 2026-03 as presented.

Executive Summary

The City of Douglas received an application for a Conditional Use Permit for the installation of a 960-square-foot mini-warehouse facility at 1704 E Richards Street.

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

LOCATION: The subject property is located on the north side of Richards Street between Madora Avenue and Park Drive.

LOT SIZE: 0.59 Acres

ZONING DATA: The property is currently zoned B-1 Local Business Zoning District. This district is *"is intended to provide for a broad range of retail and service functions."* Per the Douglas Municipal Code, mini warehouses are permitted as a Conditional Use in a B-1 Local Business Zone.

EXISTING LAND USE: Car Wash

PROPOSED USE: Mini Warehouse Storage (aka Commercial Self Storage)

Background

HISTORY: This property was annexed to the City as part of the Clearfield Addition #1 in 1973. It was replatted in 1977. It has remained unchanged since that time.

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

Budget/Fiscal Impact

Action Requested/Recommended Motion

Approve Resolution 2026-03 as presented.

Attachments

1. CNCLStaffReport_CUP2025-0112_Combined
2. Resolution 2026-03 Conditional Use Permit 1704 East Richards Mini Warehouse Storage

Conditional Use Permit

STAFF REPORT

1704 E Richards St, Douglas, Wyoming, 82633

Mini Storage

CASE NUMBER: CUP2025-0112

PREPARED BY: Heidi McCullough

MEETING DATES: Planning Commission: 12/15/2025, City Council: 12/22/2025

REQUEST: Mini Storage

RECOMMENDATION: The Community Development Department recommends approval of the conditional use permit to operate mini warehouse storage with the following conditions:

1. The conditional use permit is specific to Fred Kirchhefer. If this property owner and/or agent, in the future, ceases operation or moves the facility to another location, the Conditional Use Permit shall be null and void for the subject property.
2. If "shipping containers" are used, Applicant shall adhere to Municipal Code 16.6.42 – Shipping Containers as Mini-Warehouse (Commercial Self-Storage Facility).

APPLICANT: Fred Kirchhefer
210 Cold Springs Road Douglas WY 82633

PROPERTY OWNER: Fred Kirchhefer
210 Cold Springs Road Douglas WY 82633

LEGAL DESCRIPTION: Clearfield #1 Block 5 Lot 20

CURRENT ZONE: B-1

PROPOSED ZONE: *NA

VICINITY MAP:



LOCATION: The subject property is located on the north side of Richards Street between Madora Avenue and Park Drive.

LOT SIZE: 0.59 Acres

ZONING: B-1 Zone



ZONING DATA: The property is currently zoned B-1 Local Business Zoning District. This district “is intended to provide for a broad range of retail and service functions.” Per the Douglas Municipal Code, mini warehouses are permitted as a Conditional Use in a B-1 Local Business Zone.

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

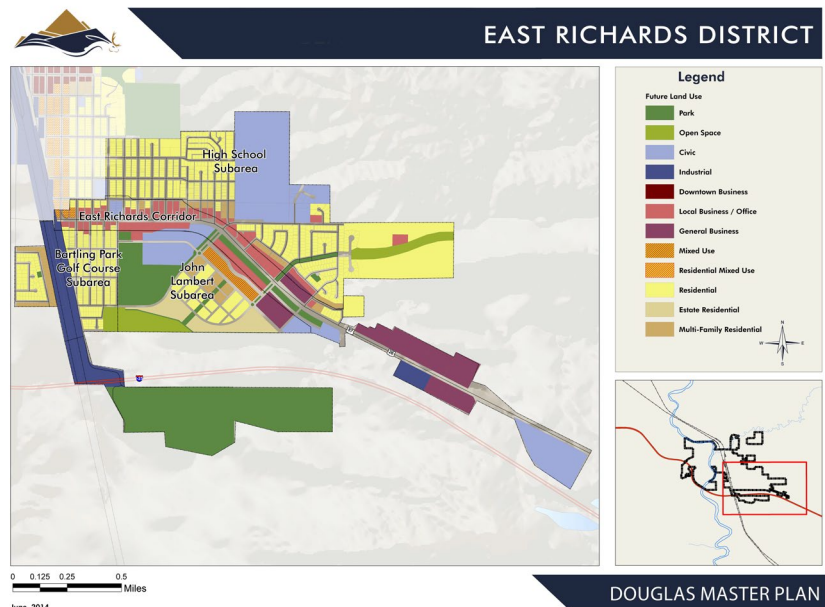
EXISTING LAND USE: Car Wash

PROPOSED USE: Mini Warehouse Storage (aka Commercial Self Storage)

SURROUNDING LAND USE:		ZONING	ANNEXATION STATUS
North:	Vacant/Sport Facility	R-4/B-1	City
South:	Vacant	B-2	City
East:	Vacant	B-2	City
West:	Retail	B-1	City

HISTORY: This property was annexed to the City as part of the Clearfield Addition #1 in 1973. It was replatted in 1977. It has remained unchanged since that time.

2014 MASTER PLAN: The property is designated as part of the East Richards Corridor of the East Richards District.”
As one of the main entrances into Douglas, the East Richards Corridor is an important gateway. Enhancing the aesthetics of the entryway through landscaping, streetscape, sidewalks screening, signage management, and other improvements will help lure visitors into the heart of the City “



The request conforms to the Douglas Master Plan.

FY2025 STRATEGIC DOING: Conditional Use Permits are not referenced in the FY2025 Strategic Doing as Key Performance Indicator (KPI).

STAFF RECOMMENDATION: The Community Development Department recommends approval of the conditional use permit to operate mini warehouse storage with the following conditions:

1. The conditional use permit is specific to Fred Kirchhefer. If this property owner and/or agent, in the future, cease operation or moves the facility to another location, the Conditional Use Permit shall be null and void for the subject property.
2. If “shipping containers” are used, Applicant shall adhere to Municipal Code 16.6.42 – Shipping Containers as Mini-Warehouse (Commercial Self-Storage Facility).

PLANNING & ZONING COMMISSION RECOMMENDATION: At their regular meeting on December 15, 2025, the Douglas Planning & Zoning Commission unanimously voted to recommend approval of the conditional use permit to operate mini warehouse storage with the following conditions:

1. The conditional use permit is specific to Fred Kirchhefer. If this property owner and/or agent, in the future, cease operation or moves the facility to another location, the Conditional Use Permit shall be null and void for the subject property.
2. If “shipping containers” are used, Applicant shall adhere to Municipal Code 16.6.42 – Shipping Containers as Mini-Warehouse (Commercial Self-Storage Facility).

RESOLUTION NO. 2026-03

A RESOLUTION AUTHORIZING A CONDITIONAL USE PERMIT TO OPERATE A MINI STORAGE WAREHOUSE IN A B-1 LOCAL BUSINESS ZONE AT THE LOCATION KNOWN AS 1704 EAST RICHARDS STREET, WITHIN THE CITY OF DOUGLAS, WYOMING.

WHEREAS, Fred Kirchhefer has made application to the City of Douglas for a Conditional Use Permit to operate a mini storage warehouse in a B-1 Local Business Zone at the location known as 1704 East Richards Street; and

WHEREAS, the Community Development staff and the Douglas Planning and Zoning Commission have reviewed the application to ensure that it shall have no adverse impact on the welfare of the public; and

WHEREAS, the proposed use adheres to the Douglas Municipal Code, pertaining to the allowance of conditional use permits in a B-1 Local Business Zone for mini warehouse storage; and

WHEREAS, notice has been duly given and a public hearing held before the Douglas Planning and Zoning Commission on December 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; and

WHEREAS, the following conditions are recommended by City staff and the Planning and Zoning Commissions:

- 1. The conditional use permit is specific to Fred Kirchhefer. If this property owner and/or agent, in the future, cease operation or moves the facility to another location, the Conditional Use Permit shall be null and void for the subject property.
- 2. If “shipping containers” are used, Applicant shall adhere to Municipal Code 16.6.42 – Shipping Containers as Mini-Warehouse (Commercial Self-Storage Facility).

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DOUGLAS, WYOMING, that a Conditional Use Permit be approved and granted to Fred Kirchhefer to operate a mini warehouse facility at 1704 East Richards Street in Douglas, Wyoming, in accordance with the Statutes of the State of Wyoming and the Ordinances of the City of Douglas.

PASSED, APPROVED, AND ADOPTED this 26th day of January 26, 2026.

Kim Pexton, Mayor

Attest:

Devon Litzsinger, City Clerk



Agenda Item Report City Council – January 26, 2026

Item

Resolution 2026-09: A Resolution Authorizing a Type B Development to Install Shipping Containers as Mini Storage Warehouses in a B-1 Local Business Zone at the Location Known as 1704 East Richards Street, Within the City of Douglas, Wyoming.

Responsible Staff Contact

Clara Chaffin

Recommendation

Approve Resolution 2026-09 as presented.

Executive Summary

The City of Douglas received a Type B Development Application for the installation of a 960-square-foot mini-warehouse facility at 1704 E Richards Street. Municipal Code 16.6.42 – Shipping Containers as Mini-Warehouse (Commercial Self-Storage Facility) requires City Council approval as a Type B Development.

LOCATION: The subject property is located on the north side of Richards Street between Madora Avenue and Park Drive.

LOT SIZE: 0.59 Acres

ZONING DATA: The property is currently zoned B-1 Local Business Zoning District. This district *“is intended to provide for a broad range of retail and service functions.”* Per the Douglas Municipal Code, mini warehouses are permitted as a Conditional Use in a B-1 Local Business Zone.

EXISTING LAND USE: Car Wash

PROPOSED USE: Mini Warehouse Storage (aka Commercial Self Storage)

Background

HISTORY: This property was annexed to the City as part of the Clearfield Addition #1 in 1973. It was replatted in 1977. It has remained unchanged since that time.

Due to requirements in Municipal Code, the owners have completed five (5) applications to date for this project:

1. Conditional Use Permit

2. Floodplain Development Permit
3. Variance Request
4. Type B Development Permit
5. Building Permit

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

Budget/Fiscal Impact

Action Requested/Recommended Motion

Approve Resolution 2026-09 as presented.

Attachments

1. CNCL Staff Report-DEV2025-0103_Shipping Container as Mini Storage_Combined
2. Resolution 2026-09 Type B Development Shipping Containers as Mini Warehouse Storage 1704 East Richards Street
3. Richards Street, East 1708 - Shipping Storage Container Site & Landscape Plans
4. Car Wash Letter CEPI 20260113
5. 2025-06-30_Richards-St-Improvements-reduced (Sidewalk & Utilities Plan with Demo)
6. 2025-06-30_Richards-St-Improvements-reduced (Sidewalk & Utilities Plan)

Development Type B Application

STAFF REPORT

1704 E Richards St, Douglas, Wyoming, 82633

Storage Containers as Mini Storage Warehouse

CASE NUMBER: DEV2025-0103

PREPARED BY:

MEETING DATES: Planning Commission: 1/19/2026, City Council: 12/29/2025

REQUEST: Storage Containers as Mini Storage Warehouse

RECOMMENDATION: The Community Development Department recommends approval of this development for construction of shipping containers as mini warehouse buildings (rentable storage units) at 1704 East Richards Street.

APPLICANT: Fred Kirchhefer
210 Cold Springs Road Douglas 82633

PROPERTY OWNER: MORENO, CLEMENTE
PO BOX 1374 DOUGLAS WY 82633

LEGAL DESCRIPTION: CLEARFIELD #2, LOT 1: BLOCK 5: (REPLAT #1 BLOCK 5)

CURRENT ZONE: R-3

PROPOSED ZONE: *NA

VICINITY MAP:



LOCATION: The subject property is located on the north side of Richards Street between Madora Avenue and Park Drive.

LOT SIZE: 0.59 Acres

ZONING: B-1 Zone



ZONING DATA: The property is currently zoned B-1 Local Business Zoning District. This district is “is intended to provide for a broad range of retail and service functions.” Per the Douglas Municipal Code, mini warehouses are permitted as a Conditional Use in a B-1 Local Business Zone.

Municipal Code 16.6.42 – Shipping Containers as Mini-Warehouse (Commercial Self-Storage Facility) requires City Council approval as a Type B Development.

EXISTING LAND USE: Car Wash

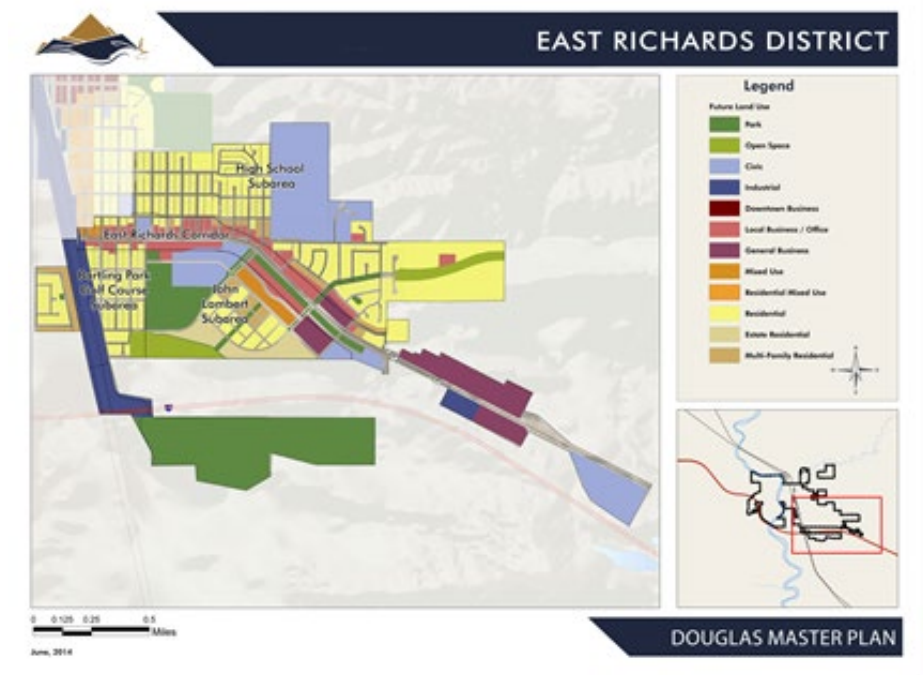
PROPOSED USE: Mini Warehouse Storage (aka Commercial Self Storage)

SURROUNDING LAND USE:		ZONING	ANNEXATION STATUS
North:	Vacant/Sport Facility	R-4/B-1	City
South:	Vacant	B-2	City
East:	Vacant	B-2	City
West:	Retail	B-1	City

HISTORY: This property was annexed to the City as part of the Clearfield Addition #1 in 1973. It was replatted in 1977. It has remained unchanged since that time.

2014 MASTER PLAN:

The property is designated as part of the East Richards Corridor of the East Richards District.” As one of the main entrances into Douglas, the East Richards Corridor is an important gateway. Enhancing the aesthetics of the entryway through landscaping, streetscape, sidewalks screening, signage management, and other improvements will help lure visitors into the heart of the City.”



The request conforms to the Douglas Master Plan.

DEVELOPMENT STANDARDS: This Development Plan conforms to the minimum Standards and Policies as described in City Code.

THE PROPOSED PROJECT DETAILS:

Lot Size	0.59 Acres
Building Size	3,510 (960 new, 2,550 existing) SF
North Set Back	0'
South Set Back	144'
East Set Back	0'
West Set Back	18'
Building Height	8' new, 10' existing
Parking	Total: 19 ADA: 1 (1 required)
Landscaping	9%
Drainage	Grading and Drainage plan provided
Lighting Plan	Lighting plan provided
Elevations	Elevations will be provided with Building Permit. Buildings will be white with red trim to match existing car wash.
Floodplain	The proposed development is in the floodplain

ADDITIONAL INFRASTRUCTURE REQUIRED: No additional infrastructure is required aside from internal infrastructure.

REVIEWING AGENCIES AND COMMENTS:**City Engineer:**

No concerns.

Public Comments:

No comments.

STAFF RECOMMENDATION: : The Community Development Department recommends approval of the Type B Development to install shipping containers as mini warehouse storage at 1704 East Richards Street.

PLANNING & ZONING COMMISSION RECOMMENDATION: At their regular meeting on January 19th, 2026, the Douglas Planning & Zoning Commission voted unanimously to recommend approval of the Type B Development to install shipping containers as mini warehouse storage at 1704 East Richards.

RESOLUTION NO. 2026-09

A RESOLUTION AUTHORIZING A TYPE B DEVELOPMENT TO INSTALL SHIPPING CONTAINERS AS MINI STORAGE WAREHOUSES IN A B-1 LOCAL BUSINESS ZONE AT THE LOCATION KNOWN AS 1704 EAST RICHARDS STREET, WITHIN THE CITY OF DOUGLAS, WYOMING.

WHEREAS, Fred Kirchhefer has made application to the City of Douglas for a Type B Development to install shipping containers as mini storage warehouses in a B-1 Local Business Zone at the location known as 1704 East Richards Street; and

WHEREAS, mini warehouse storage is a needed service in our community; and

WHEREAS, the Community Development staff and the Douglas Planning and Zoning Commission have reviewed the application to ensure that it shall have no adverse impact on the welfare of the public; and

WHEREAS, the proposed use adheres to the Douglas Municipal Code, pertaining to the allowance of shipping containers as mini storage warehouses in a B-1 Local Business; and

WHEREAS, notice has been duly given and a public hearing held before the Douglas Planning and Zoning Commission on January 19, 2026, where there was no public opposition to the application; and the Planning and Zoning Commission voted unanimously to recommend approval of the application to the Douglas City Council; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DOUGLAS, WYOMING, that a Conditional Use Permit be approved and granted to Fred Kirchhefer to operate a mini warehouse facility at 1704 East Richards Street in Douglas, Wyoming, in accordance with the Statutes of the State of Wyoming and the Ordinances of the City of Douglas.

PASSED, APPROVED, AND ADOPTED this 26th day of January 26, 2026.

Kim Pexton, Mayor

Attest:

Devon Litzsinger, City Clerk

1

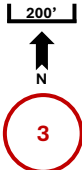
Location: 1704 East Richards Street, Douglas, WY 82633
Owner: Fredrick Kirchhefer

- a. 0.59 acres (25,843SF)
- b. 3,510 (960 new, 2,550 existing)
- c. 960
- d. 14%
- e. 8' new, 10' existing
- f. 1 story, 960
- g. 19
- h. 3800
- i. 15%
- j. 2406
- k. 9%

20

2

Page 152 of 409



Vicinity Map



Site Plan Prepared: December 22, 2025



No

1704 EAST RICHARDS STREET LANDSCAPE PLAN

Type B Development Check List

1. Title block stating names of project, designer, and address and telephone number of designer.
2. North arrow, scale of site plan (1"=10' or a multiple thereof), and the date the site plan was prepared.
3. Vicinity map at a scale of 1"=600' clearly indicating the location of the land in question, with respect to a large recognizable area.
4. Land area dimensions.
5. Verification of physical location of property corner pins or survey and setting of property corners by licensed surveyor. No changes to existing.
6. Names and widths of all adjacent streets; dimensions and location of all public and private roadways or driveways, both paved and unpaved, including all rights-of-way, pavement width, and proposed uses of rights-of-way.
7. Proposed use of all areas, including areas to be used for borrow pits or where there will be any change to the natural topography.
8. Location of all existing and proposed structures and their uses.
9. Dimensions of all setbacks and heights of all proposed buildings.
10. Location of all areas designated for parking, loading, solid waste container storage, landscaping, outside storage, open space, on-site vehicular drive aisles and circulation, and on-site pedestrian sidewalks and pathways.
11. Location and dimensions of all existing and proposed ingress and egress points, including access points for emergency vehicles and personnel, to the site and the location of any physical barriers restricting ingress and egress.
12. Location and dimensions of all proposed off-street parking spaces and loading dock areas, including street access and traffic flow, to these areas.
13. Street, alley, sewer, and waterline specifications. No changes to existing.
14. Plan for underground utilities. No changes to existing.
15. Dimensions and locations of all advertising signs and fences. Existing sign.
16. Location of existing and proposed exterior lighting, heights of poles, and size and number of fixtures per and street lights. Existing light poles will not change. Additional lights will be mounted on the new structure.
17. Identification of floodplains and flood zones. The entire lot is in Zone X.
18. Location of all planned and natural drainage ways. N/A.
19. Surface drainage plan for sites at 10,000 sq. ft. or more. No change to surface drainage. All drainage flows towards public rights-of-way.
20. Notation stating that "All necessary drainage and utility easements serving this development have been provided."
21. Proposed location of hazardous material storage. N/A.
22. Landscaping plan as required: Alternate water wise landscaping plan requested to be installed in conjunction with the East Richards Street sidewalk and drainage project summer of 2026. To include two street trees approved by WYDOT and the City Arborist along with appropriate mulch.

a. Scale of 1"=10'

b. Property lines and dimensions

c. Structures

d. Irrigation systems

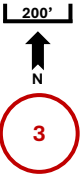
e. Use of existing natural features

f. Plans and seed mix for areas of reseeding

g. Erosion control plan N/A

h. Grading plan N/A
23. Types of ground or yard surfacing throughout: grass, paving, gravel, etc. No surface changing.
24. Any screening or screening devices used to minimize or eliminate areas which tend to be unsightly. N/A.
25. Snow removal and storage.
26. Traffic study for large scale retail. N/A.
27. All Type B developments plans must be stamped by a Wyoming engineer and a Wyoming architect.
28. General notes to include a summary table on the site plan:

a. Total land area in acres or square feet.	a. 0.59 acres (25,843SF)
b. Total building area in square feet.	b. 3,510 (960 new, 2,550 existing)
c. Total square feet of building addition.	c. 960
d. Percentage of land covered by structures.	d. 14%
e. Building height(s).	e. 8' new, 10' existing
f. Number of stories and square footage per story of leasable space.	f. 1 story, 960
g. Total number of parking spaces.	g. 19
h. Square footage of parking area(s).	h. 3800
i. Percentage of land covered by parking.	i. 15%
j. Square footage of all landscaped areas.	j. 2406
k. Percentage of site covered by landscaping.	k. 9%



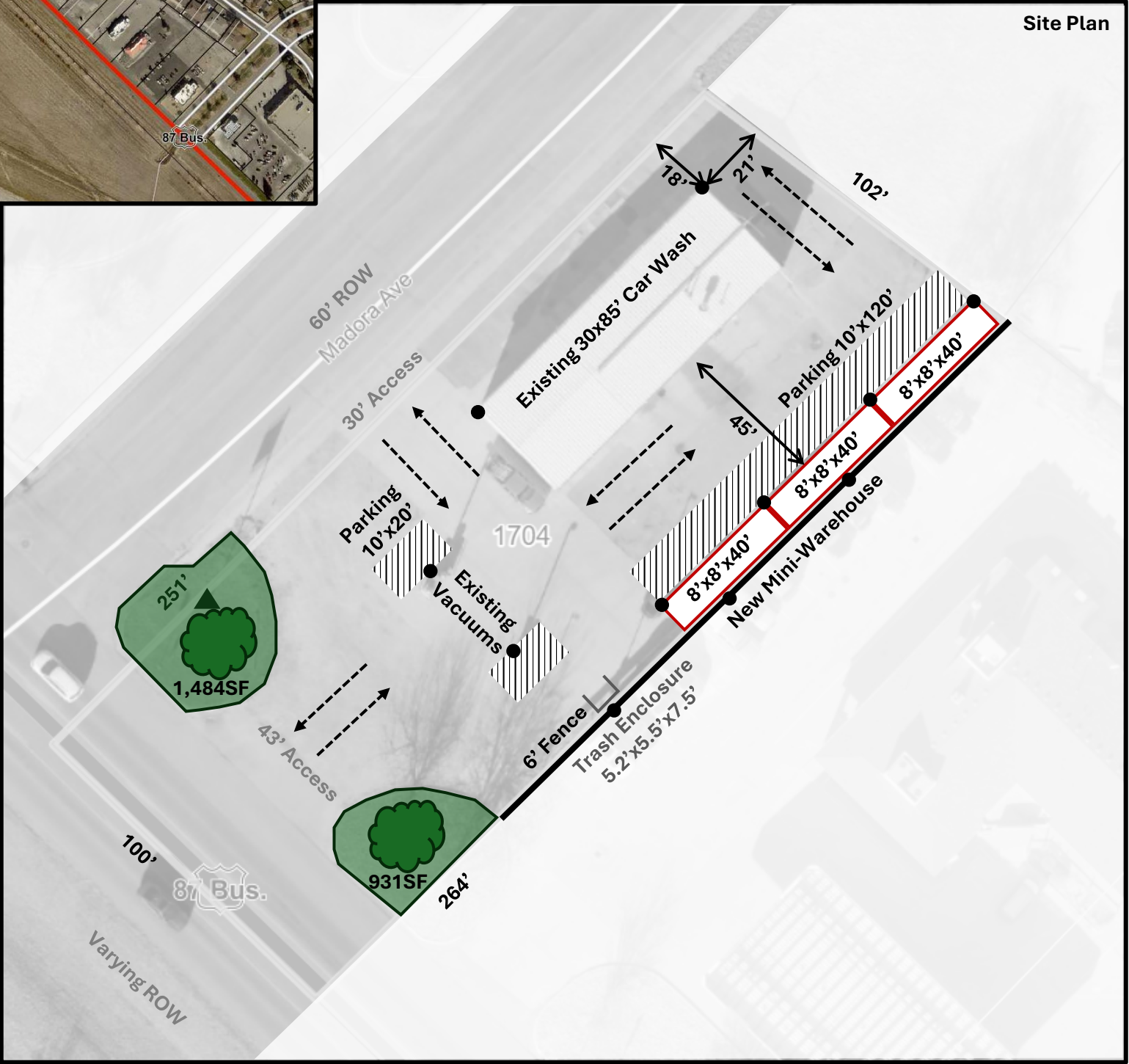
- Existing & Proposed Lighting

←--- Traffic Circulation Direction

▭ Trash Enclosure

||||| Parking Location(s)

▲ Sign Location(s)



1

Location: 1704 East Richards Street, Douglas, WY 82633
Owner: Fredrick Kirchhefer

Site Plan Prepared: December 22, 2025
Designer: Fredrick Kirchhefer, (307) 359-0129, P.O. Box 1374. Douglas, WY 82633

All necessary drainage and utility easements serving this development have been provided.

2

50 ft





January 13, 2026

City of Douglas
Clara Chaffin, Community Development Director
101 N. 4th Street
Douglas, Wyoming 82633

Dear Ms. Chaffin:

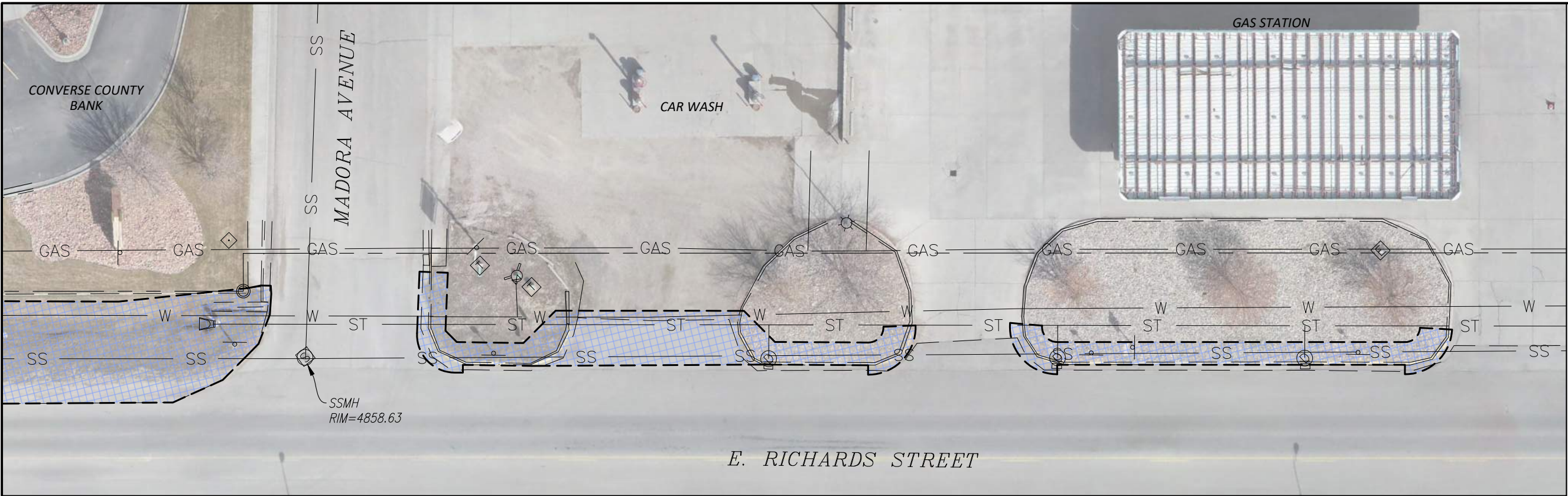
I have reviewed the submitted documents for adding self-storage units to the site at the Car Wash at 1704 East Richards St. The submitted documents provide sufficient information for my review. I do not have any issues with the proposed improvements.

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

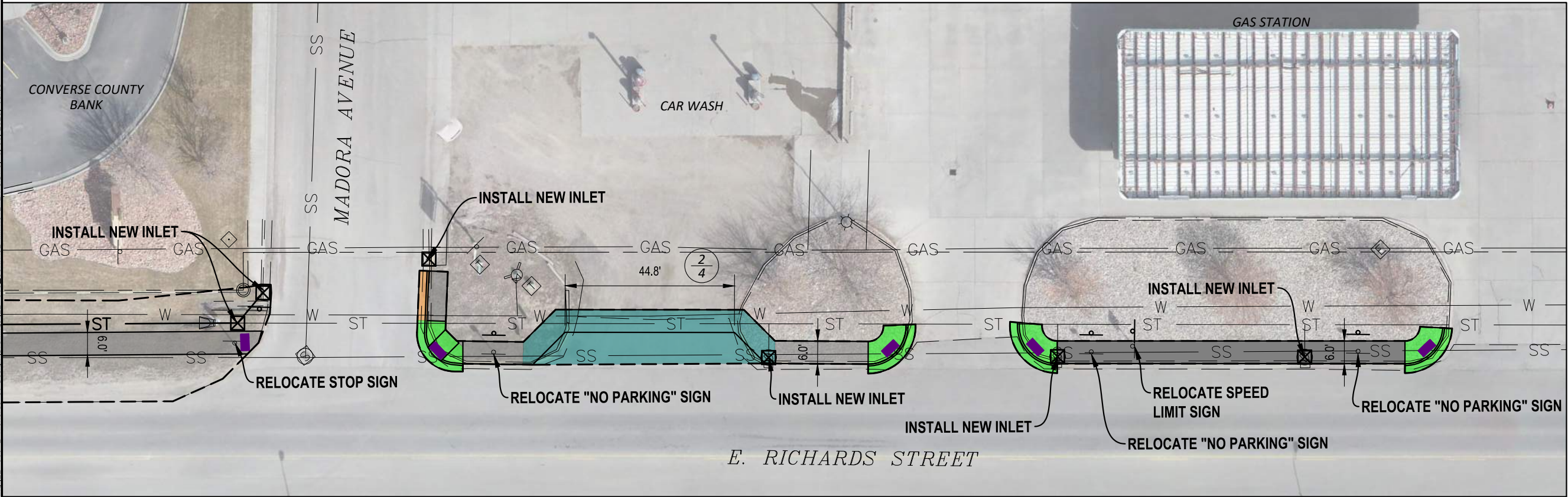
Sincerely,
Civil Engineering Professionals, Inc.

A handwritten signature in black ink, which appears to read "Nicholas Larsen", is positioned above the printed name.

Nicholas Larsen, Douglas City Engineer



DEMOLITION PLAN



CONSTRUCTION PLAN

DATE	REVISIONS	CHECKED	APPROVED	W.O. NO.	DRAWN BY:	CHECKED BY:	APPROVED BY:
				22-069	JRB	JF	JF
					DATE: 06/25	DATE: 06/25	DATE: 06/25



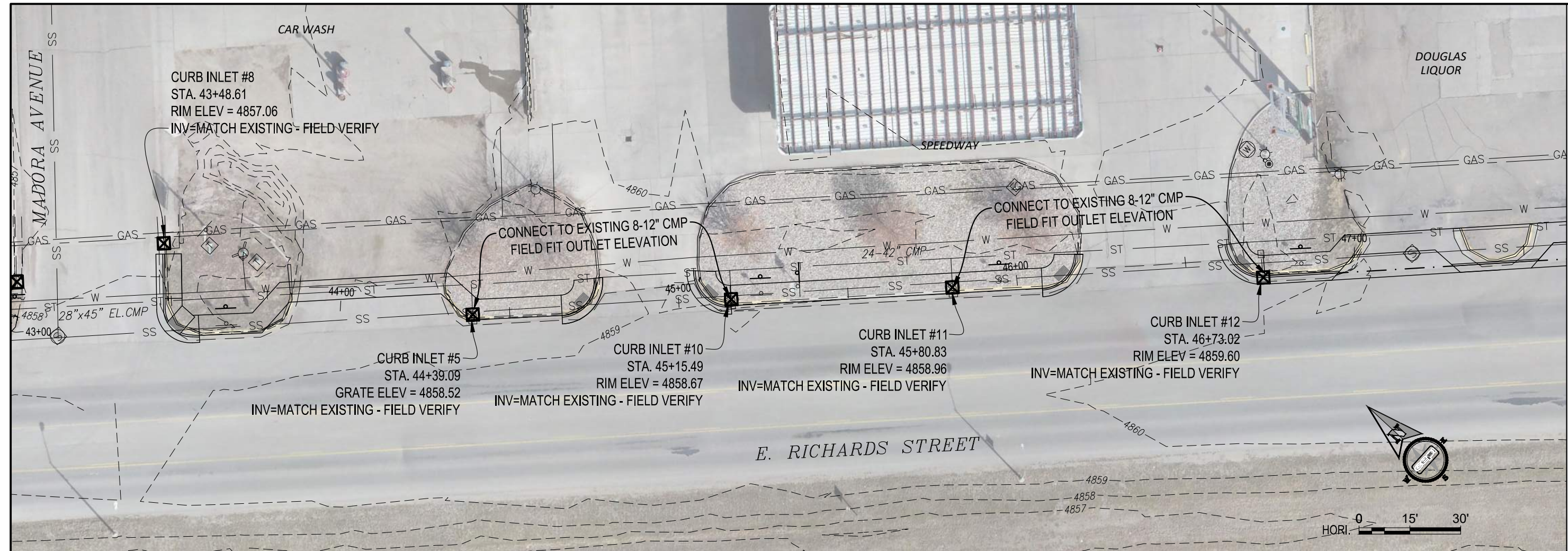
Civil Engineering Professionals, Inc.
6080 Enterprise Drive - Casper, Wyoming 82609 • (307) 266-4346 • (307) 266-0103 fax

CITY OF DOUGLAS
DOUGLAS WYOMING

RICHARDS STREET IMPROVEMENTS
MADORA

SHEET
29 of 33

MA Land 2023 Engineering 22-069 E. Richards St. Design Drawings 22-069 SURFACE IMPROVEMENTS.DWG, 6/30/2025, Jared



\\A:\Land 2022\Engineering\22-069 E. Richards St. Design\Drawings\22-069 - PLAN & PROFILE.dwg, 6/30/2025, Jored

DATE	REVISIONS	CHECKED	APPROVED	W.O. NO.	DRAWN BY:	CHECKED BY:	APPROVED BY:
				22-069	JRB	JF	JF
					DATE: 06/25	DATE: 06/25	DATE: 06/25



Civil Engineering Professionals, Inc.
6080 Enterprise Drive - Casper, Wyoming 82609 • (307) 266-4346 • (307) 266-0103 fax

CITY OF DOUGLAS
DOUGLAS WYOMING

RICHARDS STREET STORM SEWER - PLAN & PROFILE
STORM SYSTEM - STA 43+25 TO 47+50

SHEET
13 of 33



Agenda Item Report City Council – January 26, 2026

Item

Resolution 2026-11: A Resolution Recommending Approval of the Seven Trails Urban Renewal Plan and Project for the City of Douglas, Wyoming Pursuant to Wyoming Statute Section 15-9-110.

Responsible Staff Contact

Recommendation

Executive Summary

The Seven Trails development represents an anticipated **\$40 million private investment** in Douglas—an impactful step forward that strengthens the community’s housing supply and is expected to unlock additional commercial momentum in the surrounding area through new infrastructure, improved connectivity, and increased activity. As authorized under Wyoming Statute § 15-9-101 et seq., the City of Douglas has established an Urban Renewal Agency (URA) to carry out urban renewal powers and projects in accordance with state law. The Seven Trails Urban Renewal Plan and Project establishes an approximately 30-acre urban renewal project area over Parcel 3 of the Seven Trails Commerce Center (B-2), including adjacent rights-of-way needed to deliver public infrastructure improvements. The URA Board has considered and approved the plan and project for recommendation to Council, and the Planning Commission has also approved a positive recommendation to Council. Consistent with Wyoming Statute § 15-9-108, the Planning Commission’s role was advisory—focused on reviewing substantial conformance with the City’s Comprehensive Plan—while final adoption authority rests with the City Council. The plan is intended to remove documented barriers to private investment (including street layout/connectivity limitations and inadequate utility capacity) and to support phased redevelopment, with anticipated multifamily housing in the northern portion and future commercial or mixed-use development in the southern portion. The plan authorizes the potential use of tax increment financing (TIF), with a current base tax of approximately \$5,115 annually and preliminary future increment projections of roughly \$310,000 per year (subject to refinement as development plans evolve). Following Council action, the next major implementation step is negotiation of a developer-proposed development agreement to define responsibilities, sequencing, and financing for eligible public improvements.

Background

URA Authority and Review Process:

As authorized under Wyoming Statute § 15-9-101 et seq., the City of Douglas has established an Urban Renewal Agency (URA) to implement urban renewal plans and projects consistent with state law. Under W.S. § 15-9-108, the Planning Commission reviews an urban renewal plan for substantial conformance with the City's Comprehensive Plan and provides written recommendations to the City Council. The Planning Commission does not approve or deny the plan; final consideration and adoption authority rests with the City Council following receipt of the Commission's comments (or after the statutory 30-day review period). In this case, the Seven Trails Urban Renewal Plan and Project has been reviewed and approved by the URA Board for recommendation to Council and has also been approved by the Planning Commission with a positive recommendation to Council.

Project Area and Intended Development Pattern:

The urban renewal project area encompasses all of Parcel 3 within the Seven Trails Commerce Center Subdivision—approximately 30 acres—plus adjacent rights-of-way necessary to accommodate public improvements. The site may be subdivided in the future, with any resulting lots remaining eligible for urban renewal activities. Conceptually, the northern portion is anticipated for multifamily housing, while the southern portion is reserved for future commercial or mixed-use development.

Conditions Supporting Urban Renewal Eligibility (Blight Findings):

The City adopted a preliminary Blight Study on May 12, 2025, documenting conditions that support urban renewal eligibility. Identified issues include defective or inadequate street layout, insufficient water and sewer infrastructure capacity, and faulty lot configuration and connectivity—conditions that function as practical barriers to private investment without coordinated public participation.

Eligible Urban Renewal Activities:

The plan identifies eligible activities focused on enabling redevelopment and improving site readiness, including water and sewer infrastructure improvements, stormwater facility upgrades, street and sidewalk improvements, potential environmental remediation, and other actions supporting economic development and site enhancement.

TIF Authorization and Financial Framework:

The plan authorizes potential use of tax increment financing (TIF). The current base tax generated within the plan area is approximately \$5,115 annually. Preliminary projections estimate potential future tax increment at roughly \$310,000 per year, with the plan anticipating total project investment of approximately \$40 million. These figures are preliminary and are expected to be refined as development plans, costs, and timing become more defined.

Comprehensive Plan Conformance:

The plan states it substantially conforms with the City's 2025 Community BluePrint Comprehensive Plan, supporting housing development, infrastructure partnerships,

removal of barriers to investment, and alignment with the Employment Opportunity Area future land use designation.

Plan Term, Governance, and Amendments:

The proposed plan term is 25 years from adoption by City Council. Any amendments would be reviewed by the Urban Renewal Authority and approved by City Council through resolution.

Implementation Next Step:

With URA and Planning Commission reviews complete and Council action pending, implementation typically transitions from establishing plan authority to executing project terms. The developer's proposed development agreement becomes the primary instrument to define scope, sequencing, standards, cost participation, reimbursement mechanics (if any), performance/security provisions, and long-term responsibilities for eligible public improvements.

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. Resolution 2026-11 Seven Trails Plan & Project Approval

RESOLUTION NO. 2026-11

A RESOLUTION RECOMMENDING APPROVAL OF THE SEVEN TRAILS URBAN RENEWAL PLAN AND PROJECT FOR THE CITY OF DOUGLAS, WYOMING PURSUANT TO WYOMING STATUTE SECTION 15-9-110

WHEREAS, WHEREAS, pursuant to City Council Resolution No. 2025-14 and under Wyoming Statute 15-9-101, et seq., on June 9, 2025, the City of Douglas found certain areas to be appropriate for an urban renewal project, including the "Seven Trails Urban Renewal Plan and Project" as described in City Council Resolution No. 2026-11; and

WHEREAS, Resolution No. 2025-14 was adopted on June 9, 2025, and was found to be in conformity and appropriate for an urban renewal project pursuant to Wyoming Statute Section 15-9-107; and

WHEREAS, on January 9, 2026, the City Urban Renewal Agency: (i) reviewed the Seven Trails Urban Renewal Plan and Project; (ii) found the Seven Trails Urban Renewal Plan and Project to be in conformity with the Douglas BluePrint (Comprehensive Plan); and, (iii) approved the Seven Trails Urban Renewal Plan and Project as presented; and, (iv) forwarded the Seven Trails Urban Renewal Plan and Project to the Planning Commission for consideration in the form presented to the Urban Renewal Authority Board; and,

WHEREAS, Wyoming Statute Section 15-9-108 requires that before approving an urban renewal project, the Governing Body shall have submitted the applicable urban renewal plan to the City Planning Commission, for review and recommendations as to its conformity with the Douglas BluePrint (Comprehensive Plan), which is the general plan for the development of the City of Douglas; and

WHEREAS, on December 31, 2025 notice of the public meeting of the Planning Commission was published in a newspaper having a general circulation in the area; and

WHEREAS, on January 19, 2026, the City Planning Commission: (i) reviewed the Seven Trails Urban Renewal Plan and Project; (ii) found the Seven Trails Urban Renewal Plan and Project to be in conformity with the Douglas BluePrint (Comprehensive Plan); and, (iii) approved the Seven Trails Urban Renewal Plan and Project as presented; and, (iv) recommended that the City of Douglas City Council approve the Seven Trails Urban Renewal Plan and Project in the form presented to the Planning Commission; and,

WHEREAS, on January 14, 2026, and January 21, 2026, notice of the City Council public hearing required by Wyoming Statute Section 15-9-109(b) was published in a newspaper having a general circulation in the area; and

WHEREAS, on January 26, 2026, the Governing Body held a public hearing on the Seven Trails Urban Renewal Plan and Project in accordance with Wyoming Statute Section 15-9-109(a); and

WHEREAS, the Governing Body has reviewed the Seven Trails Urban Renewal Plan and Project, which is attached hereto and incorporated herein as Attachment A, and, for the reasons set forth in such plan is able to make, and hereby makes, the following findings:

- i. The Seven Trails Urban Renewal Plan and Project conforms to the Douglas Blueprint (Comprehensive Plan), and is consistent with definite local objectives respecting infill opportunities, housing goals; and,
- ii. The Seven Trails Urban Renewal Plan and Project is sufficiently complete to indicate redevelopment, improvements, and rehabilitation as may be proposed to be carried out in the urban renewal area as well as zoning and planning changes, if any; and

WHEREAS, the Governing Body has reviewed the Seven Trails Urban Renewal Plan and Project and, for the reasons set forth in such plan and as outline in Wyoming Statute Section 15-9-110(a) is able to make, and hereby makes, the following findings:

- i. Because the Seven Trails Urban Renewal Plan and Project does not propose relocating any residential properties, there is no need to designate a method for relocation of families displaced from the urban renewal area;
- ii. The Seven Trails Urban Renewal Plan and Project conforms to the Douglas BluePrint (Comprehensive Plan) as a whole;
- iii. The Seven Trails Urban Renewal Plan and Project gives due consideration to the provision of adequate park and recreational areas and facilities that may be desirable for neighborhood improvement, with special consideration for the health, safety and welfare of children residing in the general vicinity of the site covered by the Seven Trails Urban Renewal Plan and Project; and,
- iv. The Seven Trails Urban Renewal Plan and Project affords maximum opportunity, consistent with the municipality's needs, for the rehabilitation or redevelopment of the urban renewal area by private enterprise; and

WHEREAS, approval of the Seven Trails Urban Renewal Plan and Project authorizes division of property taxes pursuant to Wyoming Statute Section 15-9-120 for Seven Trails Urban Renewal Plan and Project SEVEN TRAILS URBAN RENEWAL PLAN AND PROJECT, PARCEL 3, all rights-of-way adjacent to the lots and block referenced here-in, and all future divisions of said lands Douglas, Wyoming; and

WHEREAS, division of property taxes shall be collected and deposited into a Fund and segregated for the purpose of the Urban Renewal Authority.

NOW THEREFORE, THE CITY COUNCIL OF DOUGLAS WYOMING, RESOLVES:

SECTION 1. That the Douglas City Council hereby approves of the Seven Trails Urban Renewal Plan and Project for the City of Douglas, Wyoming Pursuant to Wyoming Statute Section 15-9-110.

SECTION 2. This resolution shall be effective upon passage.

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

Kim Pexton, Mayor

Attest:

Devon Litzsinger, City Clerk

Resolution No. 2026-11
Page 2 of 2



Agenda Item Report City Council – January 26, 2026

Item

Resolution 2026-10: A Resolution Authorizing the Submission of a Grant Application by the City of Douglas to the Wyoming Business Council's Business Ready Community Grant and Loan Program - Business Ready Project

Responsible Staff Contact

Recommendation

Executive Summary

The City of Douglas is seeking \$1,500,000 through the Wyoming Business Council's Business Ready Community (BRC) Grant and Loan Program (Business Committed Project) to construct publicly owned infrastructure improvements that will make Parcel 3 of the Seven Trails Commerce Center development-ready. These improvements remove core utility and access barriers that currently prevent private development from moving forward and are expected to catalyze more than \$40 million in private investment. The project supports a planned 198-unit market-rate multi-family development, aligns with the City's Comprehensive Plan, and addresses a documented workforce housing need identified in the 2026 Community Blueprint. The City has provided public notice through its budget process, website, and social media, and will hold a public hearing on January 26, 2026, to receive and consider public comment.

Background

Project Purpose and Request

The City of Douglas is requesting BRC funding to deliver foundational, publicly owned infrastructure improvements needed to support near-term multi-family housing and position the remainder of the Seven Trails site for future commercial and mixed-use development. The requested grant amount is \$1,500,000, and the City commits to accepting, integrating, operating, maintaining, repairing, and replacing the infrastructure as part of its system-wide responsibilities.

Project Location and Development Context

The project area includes approximately 30 acres identified as Parcel 3 of the Seven Trails Commerce Center Subdivision, along with adjacent public rights-of-way required for related improvements. The site is located along a major highway corridor near a key

intersection and is intended to develop in phases—multi-family housing on the northern portion, with future commercial or mixed-use potential on the southern portion as market conditions mature.

Need for the Project

Private development is currently constrained by significant deficiencies in core public infrastructure that create an unreasonable cost burden for private parties to address independently. Identified limitations include: (1) water capacity constraints tied to pump station configuration and uncertainty around future capacity upgrades, (2) wastewater capacity and serviceability requiring extension and/or upsizing, (3) street network and access constraints near a major intersection and institutional access points, including the need for secondary access near the Wyoming Law Enforcement Academy and construction to City roadway standards, and (4) stormwater infrastructure needed for compliant runoff management and long-term system resilience.

Proposed Scope of Public Infrastructure Improvements

The City proposes to design and construct public improvements that provide the essential platform for development on Parcel 3, including:

- Wastewater and street improvements: Sewer line extension and/or upsizing and related public system improvements to ensure adequate capacity and dependable service.
- Street and access improvements: Construction or upgrades to public streets and access elements (including associated curb, gutter, and sidewalks as applicable) to support safe circulation and compliance with roadway standards.
- Stormwater improvements: Construction and/or enhancement of stormwater facilities necessary for sustainable site development and downstream protection. All improvements will be publicly owned and publicly maintained.

Economic Development and Community Outcomes

By removing infrastructure barriers, the project is expected to enable a \$40 million private multi-family investment that delivers 198 market-rate rental units, expands housing options, and strengthens workforce stability—supporting employer attraction and retention. The improvements also prepare the broader site for additional commercial and mixed-use activity, supporting job creation, local purchasing, and long-term growth in the local tax base. System-level benefits include improved water and wastewater performance, better transportation connectivity, and orderly growth near a key highway corridor.

Readiness, Public Process, and Authorization

The project substantially conforms with adopted planning direction, and the City is prepared to advance design and implementation in a coordinated manner that prioritizes public safety, long-term performance, and compatibility with future development phases.

The City Council's resolution authorizes submission of the BRC application and designates the City Manager, J.D. Cox, as the City's authorized representative to execute required documents and administer the grant in compliance with program requirements.

Historical Context

The last BRC Grant the City of Douglas applied for was also \$1.5 M in 2004 for the Douglas Business Park. At that time, the match provided was \$275,000 in land match, along with \$31,583 in cash from the General Fund, for a total of \$306,583 value.

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. Resolution 2026-10 WBC Grant

RESOLUTION NO. 2026-10

A RESOLUTION AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION BY THE CITY OF DOUGLAS TO THE WYOMING BUSINESS COUNCIL’S BUSINESS READY COMMUNITY GRANT AND LOAN PROGRAM - BUSINESS READY PROJECT

WHEREAS, the Governing Body of the City of Douglas desires to participate in the Wyoming Business Council’s Business Ready Community Grant and Loan Program, to assist in financing infrastructure improvements associated with the Seven Trails Project; and

WHEREAS, the Governing Body of the City of Douglas recognizes the need for the Seven Trails Project, which is intended to unlock further development in the area; and

WHEREAS, the Seven Trails development is anticipated to bring a total of 198 units, over two phases, of needed market-rate rental housing to Douglas; and

WHEREAS, the Seven Trails development is plan substantially conforms with the Comprehensive Plan,

WHEREAS, this development is anticipated to increase population density in the area, which may provide additional support for new service-industry businesses; and

WHEREAS, the anticipated public benefits of this project include an increase in high-quality primary jobs, increased local purchases, and an increase in the local tax base; and

WHEREAS, the owner of the project has committed to providing over \$40 Million of investment over two phases; and

WHEREAS, the City of Douglas has provided public notice of its intent related to this project through the City’s budget process, the City of Douglas website, and social media, and will hold a public hearing on January 26, 2026, and will give full consideration to all comments received.

NOW THEREFORE, THE CITY COUNCIL OF DOUGLAS WYOMING, RESOLVES:

SECTION 1. The foregoing recitals are incorporated into and made a part of this Resolution by this reference.

SECTION 2. The City of Douglas supports and authorizes submission of an application to the Wyoming Business Council under the Business Ready Community Grant and Loan Program, Business Committed Project, requesting grant funds in the amount of One Million Five Hundred Thousand Dollars (\$1,500,000) for the Seven Trails Project.

SECTION 3. The City of Douglas commits that, if awarded, it will accept, integrate, and incorporate the new infrastructure into the City’s existing municipal infrastructure system. The City further commits to operate, maintain, repair, and replace such infrastructure as a component of its system-wide responsibilities, consistent with all applicable standards, policies, and ongoing obligations.

SECTION 4. The Governing Body of the City of Douglas hereby authorizes the City Manager, J.D. Cox, to act as the City’s authorized representative for this application and to execute all applications, certifications, agreements, and other grant-related documents necessary to complete the application and, if awarded, to administer the grant in accordance with program requirements.

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

Attest:

Kim Pexton, Mayor

Devon Litzsinger, City Clerk



Agenda Item Report

City Council – January 26, 2026

Item

Resolution 2026-07: Acknowledging and Accepting Change of Franchise Ownership

Responsible Staff Contact

Recommendation

Recommend approving Resolution 2026-07.

Executive Summary

The City is in receipt of notification that Vyve Broadband has been purchased by CableOne. The City has an existing franchise agreement with Vyve Boardband and, as such, proposed is a resolution that acknowledges the purchase and transfers the responsibilities of the franchise agreement from Vyve to the new owners, CableOne.

Background

Also in attendance are:

- Angela Collins with the law firm of Cahill Gordon & Reindel LLP on behalf of Cable One, Inc. d/b/a Sparklight
- Jocelyn Jezierny with the law firm of Covington & Burling on behalf of Vyve Broadband J, LLC

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. Resolution 2026-07
2. Vyve 2019

RESOLUTION NO. 2026-07

A RESOLUTION APPROVING THE CHANGE OF CONTROL OF THE CABLE
TELEVISION FRANCHISEE WITHIN THE CITY OF DOUGLAS

WHEREAS, Vyve Broadband J, LLC (“Franchisee”) owns, operates and maintains a cable television system (the “System”) in Douglas, Wyoming pursuant to a cable television franchise (“Franchise”) granted by the Governing Body of Douglas, Wyoming (the “Franchise Authority”), and Franchisee is the current duly authorized holder of the Franchise; and

WHEREAS, Cable One, Inc. d/b/a Sparklight, a Delaware corporation (“Transferee”), will assume control of Franchisee, and as a result, the control of Franchisee will change (the “Change of Control”); and

WHEREAS, Franchisee and Transferee have requested the consent of the Franchise Authority to the Change of Control, to the extent required, in accordance with the requirements of the Franchise and have filed an FCC Form 394 with the Franchise Authority (the “Application”); and

WHEREAS, the Franchise Authority has reviewed and approves the Application.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DOUGLAS, WYOMING, that the agreement be resolved as follows:

SECTION 1. The Franchise Authority hereby accepts the Application and consents to the Change of Control, all in accordance with the terms of the Franchise and applicable law. Upon closing of the pending transaction, Franchisee shall remain bound by the lawful terms and conditions of the Franchise.

SECTION 2. Subject to compliance with the terms of this Resolution and the closing of the transaction, any action necessary with respect to the Change of Control has been duly and validly taken.

SECTION 3. This Resolution shall be deemed effective as of the date of its passage, and shall have the force of a continuing agreement with Franchisee and Transferee, and Franchise Authority shall not amend or otherwise alter this Resolution without the consent of Franchisee and Transferee.

PASSED, APPROVED, AND ADOPTED this 26th day of January, 2026.

Kim Pexton, Mayor

Attest:

Devon Litzsinger, City Clerk

RESOLUTION 2012

**A RESOLUTION APPROVING THE CHANGE OF
CONTROL OF THE CABLE TELEVISION
FRANCHISEE WITHIN THE CITY OF DOUGLAS**

WHEREAS, Vyve Broadband J, LLC ("Franchisee") owns, operates and maintains a cable television system (the "System") in Douglas, WY, pursuant to a cable television franchise ("Franchise") granted by the Governing Body of Douglas, WY (the "Franchise Authority"), and Franchisee is the current duly authorized holder of the Franchise; and

WHEREAS, pursuant to a Securities Purchase Agreement ("Agreement"), Eagle Broadband Investments, LLC, a Delaware limited liability company ("Acquirer"), will acquire the equity interests of Vyve Broadband, LLC ("Vyve Broadband") and assume control of Vyve Broadband and its subsidiaries, including the Franchisee, and as a result, the control of Franchisee will change (the "Change of Control"); and

WHEREAS, Franchisee and Acquirer have requested the consent of the Franchise Authority to the Change of Control, to the extent required, in accordance with the requirements of the Franchise and have filed an FCC Form 394 with the Franchise Authority (the "Application"); and

WHEREAS, the Franchise Authority has reviewed and approves the Application.

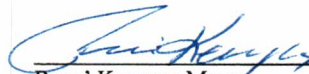
NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

SECTION 1. The Franchise Authority hereby accepts the Application and consents to the Change in Control, all in accordance with the terms of the Franchise and applicable law. Upon closing of the pending transaction, Franchisee shall remain bound by the lawful terms and conditions of the Franchise.

SECTION 2. Subject to compliance with the terms of this Resolution and the closing of the transaction contemplated by the Agreement, any action necessary with respect to the Change in Control has been duly and validly taken.

SECTION 3. This Resolution shall be deemed effective as of the date of its passage, and shall have the force of a continuing agreement with Franchisee and Acquirer, and Franchise Authority shall not amend or otherwise alter this Resolution without the consent of Franchisee and Acquirer.

PASSED, APPROVED AND ADOPTED THIS 26th **day of August, 2019.**


Rene' Kemper, Mayor



Attest:


Karen Rimmer, City Clerk



August 8, 2019

Ms. Karen Rimmer, City Clerk
City of Douglas
101 N. 4th St.
Douglas, WY 82633

Re: Transfer of Control of Vyve Broadband J, LLC ("Vyve" or "Franchisee") to
Eagle Broadband Investments, LLC ("Eagle")

Dear Ms. Rimmer:

We are pleased to inform you that on July 28, 2019, Eagle entered into a Securities Purchase Agreement with Vyve Broadband, LLC ("Vyve Broadband"), and BCI Broadband Holdings, LLC (the "Agreement"), pursuant to which Eagle will acquire the equity interests of Vyve Broadband and assume control of Vyve Broadband and its subsidiaries, including the Franchisee (the "Transaction"). The Transaction will result in the transfer of control of the Franchisee, to Eagle. The franchise, the Franchisee, and the operation will continue in effect as before the Transaction close. We expect the Transaction to close in the third quarter of 2019.

To the extent required, we seek your consent to the Transaction. In accordance with Federal Communications Commission ("FCC") rules, we have enclosed for your review three copies of the FCC-specified "Form 394." The Form 394 and its attachments are designed to provide you with all of the information necessary to assess the financial, legal, and technical capabilities of Eagle with regard to the operations of the franchise. We are also including a draft consent resolution for your consideration.³ If acceptable, please sign and return an original of the ordinance after passage in accordance with the law and rules governing your jurisdiction.

After the sale, Vyve will continue to provide the video, voice and data services to which your community has become accustomed. We are confident that the Transaction will serve the public interest by ensuring that the cable company in your community has the resources necessary to continue delivering high-quality and innovative services to your residents. Eagle has no current plans to change the terms and conditions of service or operations of the cable system in your community, so you can expect to see the same local team members serving your needs.

³ Pursuant to Section 617 of the Federal Cable Act, if you choose to take no action on our request for consent to transfer control of the franchisee, your consent will be deemed granted after 120 days. 47 U.S.C. § 537.

RECEIVED
AUG 28 2012

Ms. Karen Rimmer, City Clerk
August 8, 2019
Page 2

Eagle and Vyve look forward to working closely with your community to expedite the transfer of control of the franchise. We are available to discuss any issues or concerns you may have regarding the Transaction.

We appreciate your prompt attention to this important matter and look forward to working with you. Please do not hesitate to contact our General Counsel, Marie Censoplano, by calling (914) 234-8313 if you have any questions, comments, or concerns.

Sincerely,

A handwritten signature in blue ink, appearing to read "Andrew C. Kober".

Andrew C. Kober
Executive Vice President and CFO
Vyve Broadband, LLC

Enclosure

FCC 394

**APPLICATION FOR FRANCHISE AUTHORITY
CONSENT TO ASSIGNMENT OR TRANSFER OF CONTROL
OF CABLE TELEVISION FRANCHISE**

SECTION I. GENERAL INFORMATION

FOR FRANCHISE AUTHORITY USE ONLY

DATE	August 8, 2019	1. Community Unit Identification Number:	WY0043
2. Application for:		☐ Assignment of Franchise ☒ Transfer of Control	
3. Franchising Authority:		City of Douglas	
4. Identify community where the system/franchise that is the subject of the assignment or transfer of control is located: Douglas, Wyoming			
5. Date system was acquired or (for system's constructed by the transferor/assignor) the date on which service was provided to the first subscriber in the franchise area:			
6. Proposed effective date of closing of the transaction assigning or transferring ownership of the system to transferee/assignee:		As soon as closing conditions are satisfied 7/2/2013	

7. Attach as an Exhibit a schedule of any and all additional information or material filed with this application that is identified in the franchise as required to be provided to the franchising authority when requesting its approval of the type of transaction that is the subject of this application.

Exhibit No.
N/A

PART I - TRANSFEROR/ASSIGNOR

1. Indicate the name, mailing address, and telephone number of the transferor/assignor.

Legal name of Transferor/Assignor (if individual, list last name first)			
BCI Broadband Holdings, LLC			
Assumed name used for doing business (if any)			
Mailing street address or P.O. Box			
Four International Drive Suite 330			
City	State	ZIP Code	Telephone No. (include area code)
Rye Brook	NY	10573	914 234-8313

- 2.(a) Attach as an Exhibit a copy of the contract or agreement that provides for the assignment or transfer of control (including any exhibits or schedules thereto necessary in order to understand the terms thereof). If there is only an oral agreement, reduce the terms to writing and attach. (Confidential trade, business, pricing or marketing information, or other information not otherwise publicly available, may be redacted).

Exhibit No.
1

- (b) Does the contract submitted in response to (a) above embody the full and complete agreement between the transferor/assignor and the transferee/assignee?

☒ Yes ☐ No

If No, explain in an Exhibit.

Exhibit No.
See Exhibit No. 1

PART II - TRANSFEREE/ASSIGNEE

1.(a) Indicate the name, mailing address, and telephone number of the transferee/assignee.

Legal name of Transferee/Assignee (if individual, list last name first)			
Eagle Broadband Investments, LLC			
Assumed name used for doing business (if any)			
Mailing street address or P.O. Box c/o Northland Communications, 101 Stewart Street, #700			
City Seattle	State WA	ZIP Code 98101	Telephone No. (include area code) 206-621-1351

(b) Indicate the name, mailing address, and telephone number of person to contact, if other than transferee/assignee.

Name of contact person (list last name first)			
Matthew DelNero			
Firm or company name (if any) Covington & Burling LLP			
Mailing street address or P.O. Box One CityCenter, 850 Tenth Street, NW			
City Washington	State DC	ZIP Code 20001	Telephone No. (include area code) 202-662-5543

(c) Attach as an Exhibit the name, mailing address, and telephone number of each additional person who should be contacted, if any.

Exhibit No. N/A

(d) Indicate the address where the system's records will be maintained.

Street address Eagle Broadband Investments, LLC c/o Northland Communications, 101 Stewart Street, #700		
City Seattle	State WA	ZIP Code 98101

2. Indicate on an attached exhibit any plans to change the current terms and conditions of service and operations of the system as a consequence of the transaction for which approval is sought.

Exhibit No. 2

SECTION II. TRANSFEREE'S/ASSIGNEE'S LEGAL QUALIFICATIONS

1. Transferee/Assignee is:

☐ Corporation	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">a. Jurisdiction of incorporation:</td> <td rowspan="3" style="width: 50%; vertical-align: top;">d. Name and address of registered agent in jurisdiction:</td> </tr> <tr> <td>b. Date of incorporation:</td> </tr> <tr> <td>c. For profit or not-for-profit:</td> </tr> </table>	a. Jurisdiction of incorporation:	d. Name and address of registered agent in jurisdiction:	b. Date of incorporation:	c. For profit or not-for-profit:
a. Jurisdiction of incorporation:	d. Name and address of registered agent in jurisdiction:				
b. Date of incorporation:					
c. For profit or not-for-profit:					
☐ Limited Partnership	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">a. Jurisdiction in which formed:</td> <td rowspan="2" style="width: 50%; vertical-align: top;">c. Name and address of registered agent in jurisdiction:</td> </tr> <tr> <td>b. Date of formation:</td> </tr> </table>	a. Jurisdiction in which formed:	c. Name and address of registered agent in jurisdiction:	b. Date of formation:	
a. Jurisdiction in which formed:	c. Name and address of registered agent in jurisdiction:				
b. Date of formation:					
☐ General Partnership	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">a. Jurisdiction whose laws govern formation:</td> <td style="width: 50%;">b. Date of formation:</td> </tr> </table>	a. Jurisdiction whose laws govern formation:	b. Date of formation:		
a. Jurisdiction whose laws govern formation:	b. Date of formation:				
☐ Individual					
☒ Other. Describe in an Exhibit.					

Exhibit No.
4

2. List the transferee/assignee, and, if the transferee/assignee is not a natural person, each of its officers, directors, stockholders beneficially holding more than 5% of the outstanding voting shares, general partners, and limited partners holding an equity interest of more than 5%. Use only one column for each individual or entity. Attach additional pages if necessary. (Read carefully - the lettered items below refer to corresponding lines in the following table.)

(a) Name, residence, occupation or principal business, and principal place of business. (If other than an individual, also show name, address and citizenship of natural person authorized to vote the voting securities of the applicant that it holds.) List the applicant first, officers, next, then directors and, thereafter, remaining stockholders and/or partners.

(b) Citizenship.

(c) Relationship to the transferee/assignee (e.g., officer, director, etc.).

(d) Number of shares or nature of partnership interest.

(e) Number of votes.

(f) Percentage of votes.

(a) See Exhibit 3		
(b)		
(c)		
(d)		
(e)		
(f)		

3. If the applicant is a corporation or a limited partnership, is the transferee/assignee formed under the laws of, or duly qualified to transact business in, the State or other jurisdiction in which the system operates?

☒ Yes ☐ No

If the answer is No, explain in an Exhibit.

Exhibit No.
N/A

4. Has the transferee/assignee had any interest in or in connection with an applicant which has been dismissed or denied by any franchise authority?

☐ Yes ☒ No

If the answer is Yes, describe circumstances in an Exhibit.

Exhibit No.
N/A

5. Has an adverse finding been made or an adverse final action been taken by any court or administrative body with respect to the transferee/assignee in a civil, criminal or administrative proceeding, brought under the provisions of any law or regulation related to the following: any felony; revocation, suspension or involuntary transfer of any authorization (including cable franchises) to provide video programming services; mass media related antitrust or unfair competition; fraudulent statements to another government unit; or employment discrimination?

☐ Yes ☒ No

If the answer is Yes, attach as an Exhibit a full description of the persons and matter(s) involved, including an identification of any court or administrative body and any proceeding (by dates and file numbers, if applicable), and the disposition of such proceeding.

Exhibit No.
N/A

6. Are there any documents, instruments, contracts or understandings relating to ownership or future ownership rights with respect to any attributable interest as described in Question 2 (including, but not limited to, non-voting stock interests, beneficial stock ownership interests, options, warrants, debentures)?

☒ Yes ☐ No

If Yes, provide particulars in an Exhibit.

7. Do documents, instruments, agreements or understandings for the pledge of stock of the transferee/assignee, as security for loans or contractual performance, provide that: (a) voting rights will remain with the applicant, even in the event of default on the obligation; (b) in the event of default, there will be either a private or public sale of the stock; and (c) prior to the exercise of any ownership rights by a purchaser at a sale described in (b), any prior consent of the FCC and/or of the franchising authority, if required pursuant to federal, state or local law or pursuant to the terms of the franchise agreement will be obtained?

☐ Yes ☒ No

If No, attach as an Exhibit a full explanation.

Exhibit No.
5

SECTION III. TRANSFEREE'S/ASSIGNEE'S FINANCIAL QUALIFICATIONS

1. The transferee/assignee certifies that it has sufficient net liquid assets on hand or available from committed resources to consummate the transaction and operate the facilities for three months.
2. Attach as an Exhibit the most recent financial statements, prepared in accordance with generally accepted accounting principals, including a balance sheet and income statement for at least one full year, for the transferee/assignee or parent entity that has been prepared in the ordinary course of business, if any such financial statements are routinely prepared. Such statements, if not otherwise publicly available, may be marked CONFIDENTIAL and will be maintained as confidential by the franchise authority and its agents to the extent permissible under local law.

☒ Yes ☐ No

Exhibit No.
6

SECTION IV. TRANSFEREE'S/ASSIGNEE'S TECHNICAL QUALIFICATIONS

Set forth in an Exhibit a narrative account of the transferee's/assignee's technical qualifications, experience and expertise regarding cable television systems, including, but not limited to, summary information about appropriate management personnel that will be involved in the system's management and operations. The transferee/assignee may, but need not, list a representative sample of cable systems currently or formerly owned or operated.

Exhibit No.
7

SECTION V - CERTIFICATIONS

Part I - Transferor/Assignor

All the statements made in the application and attached exhibits are considered material representations, and all the Exhibits are a material part hereof and are incorporated herein as if set out in full in the application.

I CERTIFY that the statements in this application are true, complete and correct to the best of my knowledge and belief and are made in good faith.	Signature 
WILLFUL FALSE STATEMENTS MADE ON THIS FORM ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT. U.S. CODE, TITLE 18, SECTION 1001.	Date August 8, 2019
	Print full name Andrew C. Kober, Executive Vice President and CFO
Check appropriate classification: ☐ Individual ☐ General Partner ☒ Corporate Officer (Indicate Title) ☐ Other. Explain:	

Part II - Transferee/Assignee

All the statements made in the application and attached Exhibits are considered material representations, and all the Exhibits are a material part hereof and are incorporated herein as if set out in full in the application.

The transferee/assignee certifies that he/she:

- (a) Has a current copy of the FCC's Rules governing cable television systems.
- (b) Has a current copy of the franchise that is the subject of this application, and of any applicable state laws or local ordinances and related regulations.
- (c) Will use its best efforts to comply with the terms of the franchise and applicable state laws or local ordinances and related regulations, and to effect changes, as promptly as practicable, in the operation system, if any changes are necessary to cure any violations thereof or defaults thereunder presently in effect or ongoing.

I CERTIFY that the statements in this application are true, complete and correct to the best of my knowledge and belief and are made in good faith.	Signature 
WILLFUL FALSE STATEMENTS MADE ON THIS FORM ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT. U.S. CODE, TITLE 18, SECTION 1001.	Date 8/7/19
	Print full name Phillip Spencer, CEO
Check appropriate classification: ☐ Individual ☐ General Partner ☒ Corporate Officer (Indicate Title) ☐ Other. Explain:	

EXHIBIT NO. 1

On July 28, 2019, Eagle Broadband Investments, LLC (“Eagle”), a newly-formed, indirect wholly owned subsidiary of Mega Broadband Investments Holdings LLC (“MBI”), BCI Broadband Holdings, LLC (“BCI”), and Vyve Broadband, LLC (“Vyve Broadband”) entered into a Securities Purchase Agreement (the “Agreement”), pursuant to which Eagle will acquire the equity interests of Vyve Broadband from BCI and assume control of Vyve Broadband and its subsidiaries, including Franchisee (such acquisition, the “Transaction”). The Transaction will result in the transfer of control of Franchisee, which is a wholly owned subsidiary of Vyve Broadband.

Attached hereto is a copy of the Agreement, dated as of July 28, 2019. Confidential trade, business, pricing and/or marketing or other information not otherwise publicly available and exhibits and schedules to the Agreement not necessary to understand the terms of this transaction have been omitted, as provided in Part I, Section 2(a) of this FCC Form 394 and pursuant to FCC rules and regulations.

SECURITIES PURCHASE AGREEMENT

dated as of July 28, 2019

by and among

BCI BROADBAND HOLDINGS, LLC,

VYVE BROADBAND, LLC,

and

EAGLE BROADBAND INVESTMENTS, LLC

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SECURITIES PURCHASE AGREEMENT

This SECURITIES PURCHASE AGREEMENT (this "Agreement"), dated as of July 28, 2019, is by and among BCI Broadband Holdings, LLC, a Delaware limited liability company (the "Seller"), Vyve Broadband, LLC, a Delaware limited liability company (the "Company"), and Eagle Broadband Investments, LLC, a Delaware limited liability company (the "Buyer"). The Company, the Seller and the Buyer may be referred to in this Agreement as a "Party" and collectively as the "Parties."

RECITALS

A. Seller owns all of the issued and outstanding units of the Company (the "Purchased Units").

B. The Buyer desires to purchase from the Seller, and the Seller desires to sell to the Buyer, all of the Purchased Units.

C. On the date hereof, as a condition of the willingness of Buyer to enter into this Agreement and perform its obligations hereunder, the individuals party to the Restrictive Covenant Agreements have executed and delivered to Buyer the Restrictive Covenant Agreements.

AGREEMENT

In consideration of the mutual covenants and agreements of the Parties hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I CLOSING; PURCHASE AND SALE

Section 1.01 Closing. The closing of the Transactions (the "Closing") shall take place at 10:00 a.m. local time on the last Business Day of the month (the "Month-End Date") in which the satisfaction or waiver of all conditions to Closing set forth in Article VIII has occurred at least two (2) Business Days prior to such Month-End Date and in which such conditions remain satisfied or waived through such last Business Day (in each case, other than those that can only be satisfied at Closing) or such other date and time as may be mutually agreed by the Seller and the Buyer in writing (the "Closing Date") at the offices of Katten Muchin Rosenman LLP, 525 West Monroe Street, Chicago, Illinois 60661 or through the electronic exchange of executed documents and other closing deliveries via electronic transmission.

Section 1.02 Purchase and Sale of Purchased Units. At the Closing, upon the terms and subject to the conditions set forth in this Agreement, the Seller shall sell, transfer and convey to the Buyer, and the Buyer shall purchase from the Seller, all of the Purchased Units, free and clear of all Liens (other than restrictions on transfer under federal and state securities Laws and Liens created by or through the Buyer).

Section 1.03 Payment of the Closing Purchase Price. At the Closing, upon the terms and subject to the conditions set forth in this Agreement, the Buyer shall (a) pay, or cause to be paid,

the Closing Purchase Price to the Seller by wire transfer of immediately available funds to an account designated by the Seller and (b) deposit with the Escrow Agent the Escrow Amount to be held, administered and disbursed in accordance with the Escrow Agreement.

Section 1.04 Purchase Price Adjustment.

(a) Determination of Closing Adjustment. Not less than three Business Days prior to the Closing Date, the Company shall deliver to the Buyer a schedule (the "Estimated Closing Schedule") setting forth its good faith estimate of (i) Closing Cash ("Estimated Closing Cash"), (ii) Closing Working Capital ("Estimated Closing Working Capital"), (iii) Closing Indebtedness ("Estimated Closing Indebtedness"), (iv) the Company Transaction Expenses (including applicable invoices and payment instructions) (the "Estimated Company Transaction Expenses"), (v) the 2019 Capex (the "Estimated 2019 Capex") and (vi) the resulting Closing Purchase Price. Seller shall reasonably promptly provide Buyer and its representatives with reasonable access during normal business hours to the Calculation Support (as defined below) to permit Buyer to review the Estimated Closing Schedule and the calculations therein. The Company shall consider in good faith any comments or modifications from Buyer with respect to the amounts and calculations in the Estimated Closing Schedule and update such schedule as applicable.

(b) Determination of Post-Closing Adjustment. As promptly as possible, but in any event within 50 days following the Closing, the Buyer shall deliver to the Seller a schedule (the "Closing Schedule") setting forth its good faith calculation of (i) Closing Cash, (ii) Closing Working Capital, (iii) Closing Indebtedness, (iv) the Company Transaction Expenses, (v) the 2019 Capex and (vi) the resulting Final Purchase Price. The Closing Schedule, and the calculations of Closing Cash, Closing Working Capital, Closing Indebtedness, Company Transaction Expenses, the 2019 Capex and Final Purchase Price contained therein, shall entirely disregard (x) any and all effects on the assets or liabilities of the Company and/or its Subsidiaries solely resulting from (A) purchase accounting adjustments arising from the Transactions, (B) any financing or refinancing arrangements entered into at any time by the Buyer or the Company and/or its Subsidiaries at the direction of the Buyer, (C) any other transaction entered into by the Buyer or the Company and/or its Subsidiaries at the written direction of the Buyer in connection with the consummation of the Transactions (including any investments in, or dividends or distributions by, the Company and/or its Subsidiaries at or after the Closing), or (D) any other liabilities incurred by the Buyer (other than Shared Expenses included in Company Transaction Expenses) relating to the Company, its Subsidiaries or their respective assets prior to or following the Closing, and (y) any of the plans, transactions, or changes which the Buyer intends to initiate or make or cause to be initiated or made after the Closing with respect to the Company, its Subsidiaries or their respective businesses or assets. After delivery of the Closing Schedule to the Seller (including during the period of any dispute hereunder with respect to the Closing Schedule or the calculations set forth thereon), the Buyer shall, and shall cause the Company and its Subsidiaries to, reasonably promptly provide the Seller and its representatives reasonable access to the relevant books, workpapers (including the workpapers of accountants, subject to customary release letters) and other records (including schedules, memoranda and other documents), supporting data, accountants (subject to customary release letters), employees, and facilities (collectively, the "Calculation Support"), in each case, to the extent reasonably necessary for Seller's review of the Closing Schedule and the calculations

set forth thereon and upon reasonable prior notice and in a manner so as to not unduly interfere with the business of the Buyer and its Subsidiaries.

(c) Disputed Final Adjustment.

(i) Within 50 days following the delivery by the Buyer of the Closing Schedule, the Seller will notify the Buyer in writing (the “Dispute Notice”) whether it disputes the accuracy of the Closing Schedule and the calculations set forth thereon. The Dispute Notice shall set forth in reasonable detail those items in the Closing Schedule that the Seller disputes, and shall include the Seller’s calculations of each such item. If the Seller does not deliver the Dispute Notice within such 50-day period, then the calculations of Closing Cash, Closing Working Capital, Closing Indebtedness, the 2019 Capex, Company Transaction Expenses and Final Purchase Price contained in the Closing Schedule shall be deemed to be accepted by the Seller as final and shall be deemed conclusive and binding on the Buyer and the Seller; provided, however, that, in the event that the Seller and Buyer agree in writing such 50-day period shall be extended to provide Buyer or the Company time to respond to reasonable requests from Seller.

(ii) If the Buyer disputes all or any portion of the Seller’s proposed modification of the Closing Schedule or the calculations set forth in the Dispute Notice, then the Seller and the Buyer shall negotiate in good faith to reach an agreement during the 30-day period immediately following the Buyer’s receipt of the Dispute Notice.

(iii) If, within the 30-day negotiation period described in Section 1.04(c)(ii), the Buyer and the Seller are unable to reach an agreement on the Closing Schedule and the calculations set forth thereon, they shall promptly thereafter, and in any event within 15 days, cause KPMG or a nationally recognized accounting firm agreed by the Buyer and the Seller (the “Accounting Arbitrator”) to review the disputed items or amounts for purposes of calculating Closing Cash, Closing Working Capital, Closing Indebtedness, the 2019 Capex, Company Transaction Expenses and Final Purchase Price. Each Party agrees to promptly execute a reasonable engagement letter, if requested to do so, by the Accounting Arbitrator. The Accounting Arbitrator shall, under the terms of its engagement, have no more than 30 days from the date of referral and no more than 10 Business Days from the final submission of information by the Buyer and the Seller within which to render its written decision with respect to the disputed items (and only with respect to any unresolved disputed items set forth in the Dispute Notice), and the calculation of Closing Cash, Closing Working Capital, Closing Indebtedness, the 2019 Capex, Company Transaction Expenses and Final Purchase Price, as applicable, shall be based solely on the resolution of such disputed items by the Accounting Arbitrator. The Accounting Arbitrator shall review such written submissions and base its determination solely on such submissions and the provisions of this Agreement, and such Accounting Arbitrator shall make such determination in its capacity as an accounting expert, and not as an arbitrator. In resolving any disputed item, the Accounting Arbitrator may not assign a value to any item greater than the greatest value for such item claimed by either Party or less than the least value for such item claimed by either Party. The decision of the Accounting Arbitrator shall be deemed final and binding upon the Parties and enforceable by any court of competent jurisdiction. Each of the Buyer, on the one hand, and the Seller,

on the other hand, shall bear that percentage of fees and expenses of the Accounting Arbitrator equal to the proportion (expressed as a percentage) of the dollar value of the disputed amounts determined in favor of the other Party by the Accounting Arbitrator. For purposes of this Agreement, “Final Closing Cash” means the Closing Cash as finally determined pursuant to this Section 1.04; “Final Closing Working Capital” means the Closing Working Capital as finally determined pursuant to this Section 1.04; “Final Indebtedness Amount” means the Closing Indebtedness as finally determined pursuant to this Section 1.04 ; “Final 2019 Capex” means the 2019 Capex as finally determined pursuant to this Section 1.04; and “Final Company Transaction Expenses” means the Company Transaction Expenses as finally determined pursuant to this Section 1.04.

(d) Post-Closing Payment. Within three Business Days following the determination of Final Closing Cash, Final Closing Working Capital, Final Indebtedness Amount, Final Company Transaction Expenses, Final 2019 Capex and the resulting Final Purchase Price:

(i) If the Final Purchase Price exceeds the Closing Purchase Price, (x) the Seller and the Buyer shall deliver to the Escrow Agent a joint written instruction directing the Escrow Agent to pay the entirety of the Escrow Amount to an account designated by the Seller, by wire transfer of immediately available funds, and (y) the Buyer shall pay an amount equal to the Final Purchase Price minus the Closing Purchase Price to the Seller by wire transfer of immediately available funds to the account designated in writing by the Seller;

(ii) If the Final Purchase Price is equal to the Closing Purchase Price, the Seller and the Buyer shall deliver to the Escrow Agent a joint written instruction directing the Escrow Agent to pay the entirety of the Escrow Amount to an account designated by the Seller, by wire transfer of immediately available funds; or

(iii) If the Closing Purchase Price exceeds the Final Purchase Price, the Seller and Buyer shall deliver to the Escrow Agent a joint written instruction directing the Escrow Agent to pay, by wire transfer of immediately available funds (x) to the account or accounts designated by the Buyer, an amount equal to the lesser of (1) the full amount of the Escrow Amount and (2) the Closing Purchase Price minus the Final Purchase Price (the amount contemplated by this subclause (2), the “Adjustment Shortfall”) and (y) to the account designated by the Seller, an amount, if any, equal to the Escrow Amount minus the Adjustment Shortfall. In addition, if the Escrow Amount is less than the Adjustment Shortfall, the Seller shall pay an amount equal to the Adjustment Shortfall minus the Escrow Amount to the Buyer by wire transfer of immediately available funds to an account designated in writing by the Buyer.

(iv) Exclusive Remedy. The Parties agree that this Section 1.04, including the arbitration provisions contemplated by Section 1.04(c), shall be the exclusive remedy if a Party disputes the accuracy of the calculations set forth in the Estimated Closing Schedule and the Closing Schedule, in each case in accordance with the terms of this Section 1.04.

Section 1.05 CCC Excess Amount. If the CCC Closing has not occurred prior to the Closing Date hereunder, following the Closing, Buyer shall pay or cause to be paid to Seller an amount equal to the CCC Excess Amount, subject to the CCC Closing, within five (5) Business Days following the CCC Closing. For the avoidance of doubt, if the CCC Closing has occurred prior to the Closing Date, no CCC Excess Amount shall be due.

Section 1.06 Withholding. Buyer (and any of its Affiliates and designees, as applicable) shall be entitled to deduct and withhold from any consideration otherwise payable under this Agreement such amounts as it is required to deduct or withhold therefrom under the Code or any other applicable Tax Law; provided that before making any deduction or withholding pursuant to this Section 1.06 Buyer shall use its reasonable best efforts to give the Seller at least three (3) days prior written notice of any anticipated deduction or withholding (together with any legal basis therefor), provide the Seller with sufficient opportunity to provide any forms or other documentation or take such other steps in order to avoid such deduction or withholding, and reasonably consult and cooperate with the Seller in good faith to attempt to reduce or eliminate any amounts that would otherwise be deducted or withheld pursuant to this Section 1.06. To the extent that any amounts are so deducted and withheld and paid to the appropriate taxing authorities, those amounts shall be treated as having been paid to the Person in respect of whom such deduction or withholding was made for all purposes under this Agreement.

ARTICLE II REPRESENTATIONS AND WARRANTIES OF THE SELLER

Except as set forth in the Schedules attached to this Agreement with respect to this Article II, the Seller represents and warrants as of the date hereof, and as of the Closing Date, to the Buyer that:

Section 2.01 Organization and Power. The Seller is a limited liability company validly existing and in good standing under the Laws of the State of Delaware.

Section 2.02 Authorization; Valid and Binding Agreement. The Seller has the power and authority to execute and deliver this Agreement and the other Transaction Documents and to perform its obligations hereunder and thereunder. The execution and delivery of the Transaction Documents by the Seller and the consummation by the Seller of the Transactions have been duly authorized by all necessary limited liability company action and no other limited liability company Proceedings on the part of the Seller are necessary to authorize this Agreement and the Transaction Documents or to consummate the Transactions. The Transaction Documents constitute the valid and legally binding obligation of the Seller (assuming the due authorization, execution and delivery of this Agreement by the Buyer), enforceable in accordance with its terms and conditions, subject to the Enforceability Exceptions.

Section 2.03 No Breach. Except as set forth on Schedule 2.03, the execution, delivery and performance of this Agreement and the other Transaction Documents by the Seller and the consummation of the Transactions by the Seller do not (a) result in any breach of, constitute (with or without notice or lapse of time or both) a default under or result in a violation of the provisions of (i) the Organizational Documents of the Seller or (ii) any Contract to which the Seller is bound, except, in the case of clause (ii), any breach, default or violation that would not have a material

adverse effect on the ability of the Seller to consummate the Transactions, (b) violate any Law, order, judgment or decree to which the Seller is subject that would have a material adverse effect on the ability of the Seller to consummate the Transactions, or (c) require the Seller to obtain any Permit or require the Seller to provide any notice to or make any filing with any Governmental Authority under the provisions of any applicable Law to which the Seller is subject, where the failure to obtain such Permit, provide such notice, or make such filing would have a material adverse effect on the ability of the Seller to consummate the Transactions.

Section 2.04 Title to Purchased Units. The Seller owns beneficially and of record all of the Purchased Units, free and clear of all Liens (other than restrictions on transfer under federal and state securities Laws). At the Closing, the Seller will sell, transfer and convey to the Buyer title to the Purchased Units, free and clear of all Liens (other than restrictions on transfer under federal and state securities Laws). Except as set forth on Schedule 2.04, the Seller is not a party to any voting trusts, proxies, shareholder agreements or other Contracts with respect to the Purchased Units. The Purchased Units constitute all of the authorized Capital Stock of the Company.

Section 2.05 Brokerage. Except as set forth on Schedule 2.05, there is no liability or obligation to pay any brokerage commissions, finders' fees or similar compensation in connection with the Transactions based on any Contract made by the Seller prior to the Closing Date.

Section 2.06 Litigation. There is no Proceeding pending or threatened in writing, or to the Knowledge of the Seller, threatened otherwise, against or affecting Seller, at law or in equity, by or before a Governmental Authority questioning, challenging or seeking to prevent, hinder or delay the Transactions or that could otherwise adversely affect Seller's ability to perform its obligations under this Agreement or any other Transaction Document to which Seller is a party.

Section 2.07 No Other Representations or Warranties. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS ARTICLE II AND AS EXPLICITLY SET FORTH IN ANY OTHER TRANSACTION DOCUMENTS, THE SELLER MAKES NO EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY REGARDING ITSELF, THE COMPANY OR THE PURCHASED UNITS, INCLUDING WITH RESPECT TO MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, AND ANY SUCH REPRESENTATIONS AND WARRANTIES ARE HEREBY SPECIFICALLY DISCLAIMED.

ARTICLE III

REPRESENTATIONS AND WARRANTIES REGARDING THE COMPANY

Except as set forth in the Schedules attached to this Agreement with respect to this Article III, the Seller represents and warrants as of the date hereof, and as of the Closing Date, to the Buyer that:

Section 3.01 Organization and Power. The Company is a limited liability company validly existing and in good standing under the Laws of the State of Delaware. Each Subsidiary of the Company is validly existing and in good standing under the Laws of the jurisdiction of organization set forth opposite such Subsidiary's name on Schedule 3.01. The Company and each Subsidiary of the Company (a) has the requisite company power to own (or lease) and operate its properties and to carry on its businesses as now conducted and (b) is, where applicable, duly

qualified to do business and is, where applicable, in good standing in every jurisdiction in which its ownership of property or the conduct of its business as now conducted requires it to qualify, except, in each case, where the failure to be so qualified or in good standing would not have a Material Adverse Effect. The Company has made available to the Buyer correct and complete copies of the Organizational Documents of the Company and each of its Subsidiaries as in effect on the date hereof, which documents reflect all amendments made thereto at any time before the date hereof. Neither the Company nor any Subsidiary is in material default under or in material violation of any provision of their respective Organizational Documents.

Section 3.02 Authorization of Transactions. The Company has all requisite company power and authority to execute and deliver this Agreement and the other Transaction Documents to which the Company is a party and to consummate the Transactions. The Seller has (a) duly approved such Transaction Documents, (b) duly authorized the execution and delivery of such Transaction Documents and the consummation of the Transactions. No other corporate actions (including on the part of the Seller, the Company or any of its Subsidiaries or any equityholder of any the foregoing) are necessary to approve and authorize the execution and delivery of such Transaction Documents and the consummation of the Transactions. Such Transaction Documents have been duly executed and delivered by the Company and constitute the valid and binding agreements of the Company, enforceable against the Company in accordance with their terms, except as limited by the Enforceability Exceptions.

Section 3.03 No Breach.

(a) The execution, delivery and performance of this Agreement and the other Transaction Documents by the Company and the consummation of the Transactions do not result in any breach of, constitute (with or without notice or lapse of time or both) a default under or result in a violation of the provisions of the Organizational Documents of the Company or any of its Subsidiaries.

(b) Except as set forth on Schedule 3.03, the execution, delivery and performance of the Transaction Documents by the Company and the consummation of the Transactions do not and will not (i) result in any breach of, constitute (with or without notice or lapse of time or both) a default under or result in a violation of the provisions of (or give any third party the right to modify, terminate or accelerate any obligations or right under) any Specified Contract, (ii) violate in any material respect any Law, order, judgment or decree to which the Company or any of its Subsidiaries is subject, (iii) require the Company or any of its Subsidiaries to obtain any material Permit or require the Company or any of its Subsidiaries to provide any notice to or make any filing with, or require any material consent, material approval or other material action by, any Governmental Authority (other than under the HSR Act) under the provisions of any applicable Law to which the Company or any of its Subsidiaries is subject or (iv) result in the creation of any Lien upon the Purchased Units.

Section 3.04 Capitalization; Subsidiaries.

(a) The entire authorized Capital Stock of the Company and each of its Subsidiaries is set forth on Schedule 3.04(a), and Schedule 3.04(a) also sets forth the record holder of such Capital Stock and the number and type of such equity interests. All of the Purchased Units

are owned by the Seller, were duly authorized and are validly issued and fully paid and are nonassessable, and such Purchased Units constitute all of the authorized Capital Stock of the Company. No Purchased Units have been issued in violation of preemptive or similar rights. Except as set forth on Schedule 3.04(a), the Company and its Subsidiaries do not have any equity securities or securities containing any equity features issued or outstanding, and there are no outstanding options, warrants, phantom equity rights, purchase rights, subscription rights, preemptive rights, rights of first refusal, registration rights, conversion rights, exchange rights, or other Contracts or arrangements that provide for the sale or issuance of any of the foregoing by any of the Company or its Subsidiaries. Neither the Company nor any of its Subsidiaries are subject to any obligation (contingent or otherwise) to repurchase or otherwise acquire or retire any Capital Stock of the Company.

(b) Except as set forth on Schedule 3.04(a), the Company does not have any Subsidiaries and does not own or hold any equity securities in any Person. The authorized and outstanding equity interests of each Subsidiary of the Company are set forth on Schedule 3.04(a). The entities set forth on Schedule 3.04(a) are the record holders of all of the equity interests of such Subsidiaries, free and clear of all Liens (other than as set forth on Schedule 3.04(b) and for restrictions on transfer under federal and state securities Laws and any Liens created by the Buyer). All outstanding equity interests of each such Subsidiary of the Company were duly authorized and are validly issued and fully paid. No such equity interests have been issued in violation of preemptive or similar rights. Except as set forth on Schedule 3.04(b), there are no outstanding options, warrants, stock appreciation or phantom equity rights, purchase rights, subscription rights, preemptive rights, rights of first refusal, registration rights, conversion rights, exchange rights, or other Contracts that require any Subsidiary of the Company to issue, sell or otherwise cause to become outstanding any of such Subsidiary's equity interests.

(c) There are no voting trusts or other agreements, arrangements or understandings to which the Company or any of its Subsidiaries is a party with respect to the voting of the Capital Stock of or other equity interests in the Company or any of its Subsidiaries.

(d) All issuances, sales and repurchases by the Company or any of its Subsidiaries of their respective shares of Capital Stock have been effected in compliance with all applicable Laws, including applicable federal and state securities laws. There are no outstanding rights to vote (or any interests convertible into, or exchangeable for, securities having the right to vote) on any matters regarding the Company or its Subsidiaries.

Section 3.05 Financial Statements and Related Matters.

(a) Schedule 3.05(a) sets forth correct and complete copies of (i) the unaudited consolidated balance sheet of the Company and its Subsidiaries as of May 31, 2019 (the "Latest Balance Sheet"), and the related unaudited consolidated statements of income and cash flow for the five (5) months then-ended (the "Interim Financial Statements") and (ii) the audited consolidated balance sheet of the Company and its Subsidiaries for the fiscal years ended December 31, 2018 and December 31, 2017, and the related audited consolidated statements of income and cash flow for such fiscal year then-ended (the "Annual Financial Statements" and, together with the Interim Financial Statements, the "Financial Statements"). Except as set forth on Schedule 3.05(a), the Financial Statements (x) present fairly in all material respects the financial

position and results of operations and cash flow of the Company and each of its Subsidiaries as of the date thereof, or for the period related thereto, as applicable and (y) were prepared in accordance with GAAP (subject to, in the case of the Latest Balance Sheet and the Interim Financial Statements, the absence of footnote disclosures (which, if presented, would not differ materially in nature or amount from those presented in the Annual Financial Statements) and any normal year-end or interim adjustments (which are not reasonably expected to be material, individually or in the aggregate).

(b) The Company and its Subsidiaries do not have any liability or obligation (whether accrued, absolute, contingent, unliquidated, or otherwise, whether or not known, whether due or to become due, and regardless of when asserted), except for liabilities (i) specifically reflected in and adequately reserved or accrued against or otherwise disclosed in or on the Interim Financial Statements, (ii) incurred since the date of the Latest Balance Sheet in the Ordinary Course of Business (none of which is a liability resulting from breach of contract, breach of warranty, tort, infringement or misappropriation), (iii) incurred in connection with this Agreement and the Transactions, (iv) otherwise specifically disclosed in this Agreement or any Schedule hereto or (v) that are not material to the Company and its Subsidiaries taken as a whole.

(c) Except as set forth on Schedule 3.05(c), neither the Seller nor any of its Affiliates (other than the Company and its Subsidiaries) is party to any Contract with the Company or any Subsidiary of the Company.

Section 3.06 Absence of Certain Developments. Since the date of the Latest Balance Sheet, there has not been any Material Adverse Effect. Except (a) as set forth on Schedule 3.06 or (b) as expressly contemplated by this Agreement, since the date of the Latest Balance Sheet the business of the Company and its Subsidiaries has been operated in all material respects in the Ordinary Course of Business, and neither the Company nor any of its Subsidiaries has:

(a) suffered any individual instance of theft, damage, destruction or casualty loss in excess of [Redacted] to its assets, whether or not covered by insurance, or suffered any substantial destruction of its books and records;

(b) mortgaged, pledged or subjected any portion of its material properties or assets to any Lien (other than Permitted Liens);

(c) (i) sold, leased, assigned, transferred or otherwise disposed of (including transfers to any holder of Purchased Units) a portion of its tangible assets (other than in the Ordinary Course of Business) or (ii) canceled without fair consideration any material debts or claims owing to or held by it in excess of [Redacted], exclusive of customer service credits given in the Ordinary Course of Business;

(d) sold, assigned, licensed, abandoned, permitted to lapse or transferred (including transfers to any equityholder, officer, director or executive employee of the Company and their respective Affiliates) any material Intellectual Property owned by, issued to or licensed to the Company or its Subsidiaries, other than non-exclusive licenses granted by the Company or its Subsidiaries to customers or vendors in the Ordinary Course of Business or disclosed, in

violation of any applicable Law or Data Security Requirement, to any Person any Personal Information in the possession or under the control of the Company or any of its Subsidiaries;

(e) (A) other than as required by the existing terms and provisions of any Employee Benefit Plan or Contract provided to Buyer prior to the date hereof as set forth on Schedule 3.14 hereto, materially increased any bonuses, salaries, or other compensation or benefits to any stockholder, director, officer, employee, or consultant, (B) established, adopted, entered into, amended or terminated any material Employee Benefit Plan (or any plan, agreement, program, policy, trust, fund or other arrangement that would be an Employee Benefit Plan if it were in existence as of the date of this Agreement), (C) granted any material bonus, severance or termination pay or any equity or equity-based awards to any current or former director, officer, employee or consultant other than as required pursuant to the terms of the Employee Benefit Plans, policies or practices in effect on the date of this Agreement, (D) accelerated or committed to accelerate the funding, payment, or vesting of any compensation or benefits to any current or former director, officer, employee, or consultant or (E) hired or entered into any employment or consulting agreement or arrangement with any Person whose compensation would exceed, on an annualized basis, [Redacted];

(f) conducted its cash management customs and practices other than in the Ordinary Course of Business (including with respect to levels of Capital Expenditures);

(g) (i) incurred, assumed or guaranteed any material Indebtedness or (ii) made any material loans, advances or capital contributions to, investments in or guarantees for the benefit of any Person;

(h) declared, paid, made, set aside for distribution or otherwise effectuated any dividends or distributions, redemptions, equity repurchases or other transactions involving the Company's or any of its Subsidiaries' Capital Stock (including any adjustment, split, combination, subdivision or reclassification) or rights to control the same;

(i) except as required by applicable Tax Law, made or changed any Tax election, changed an annual accounting period in respect of Taxes, adopted or changed any Tax accounting method, filed any amended Tax Return, filed any Tax Return in a manner that is not consistent with the past practices of the Company and its Subsidiaries, entered into any closing agreement in respect of Taxes, settled any Tax claim or assessment relating to the Company or any of its Subsidiaries that involves the payment of Taxes other than in the Ordinary Course of Business, surrendered any right to claim a refund of Taxes, offset or other reduction in Tax liability, or consented to any extension or waiver of the limitation period applicable to any Tax claim or assessment relating to the Company or any of its Subsidiaries, if such election, adoption, change, amendment, agreement, settlement, surrender, or consent could have the effect of increasing the present or future Tax liability, or decreasing any present or future Tax asset, of the Company or any of its Subsidiaries, Buyer or any Affiliate of Buyer;

(j) except in the Ordinary Course of Business, implemented or made any material increase or decrease in the rates charged to subscribers of the Systems, made any material changes in programming or gave any notices to subscribers or local authorities concerning any material changes in rates or programming, engage in any marketing, engaged in any promotions

or discounts or made any commitment regarding changes in or continuation of rates or programming;

(k) settle or compromise any material Proceeding; or

(l) made a material change in its accounting methods, including accounts receivable reserve methodology.

Section 3.07 Title to Properties. Except as set forth on Schedule 3.07, the Company and/or its Subsidiaries has good and marketable title to or a valid leasehold interest in all of the material properties and assets (whether real, personal, or mixed and whether tangible or intangible, other than Intellectual Property, which are the subject of Section 3.11) shown to be owned or leased by it on the Latest Balance Sheet or which are material to the Business of the Company or its Subsidiaries (except for such personal property sold or disposed of subsequent to the date thereof in the Ordinary Course of Business), free and clear of all Liens, except for Permitted Liens, Liens to be terminated or released in connection with the Transactions and those Liens set forth on Schedule 3.07. The properties and assets owned, leased and licensed by the Company or any of its Subsidiaries, as applicable, are sufficient to conduct the Company's and its Subsidiaries' businesses as currently conducted in all material respects. Except as set forth on Schedule 3.07, the buildings, improvements, fixtures, machinery, equipment, personal properties, vehicles, and other tangible assets of the Company and of its Subsidiaries located upon or used in connection with the Real Property are operated in conformity in all material respects with all applicable Laws, are in the aggregate (in all material respects) in good working condition and repair, reasonable wear and tear excepted, and (in all material respects) are usable in the Ordinary Course of Business.

Section 3.08 Real Property.

(a) Schedule 3.08(a) sets forth the address of each Leased Real Property, other than Tower Interests and Real Property Interests, and a true and complete list of all material Real Property Leases related thereto as of the date hereof. With respect to each such Real Property Lease, except as set forth on Schedule 3.08(a), (i) neither the Company (or, as applicable, the Subsidiary of the Company listed on Schedule 3.08(a) as a party to such Real Property Lease) nor, to the Knowledge of the Company, any of the other counterparties thereto are in material breach or default under such Real Property Lease, and no event has occurred or circumstance exists which, with the delivery of notice or the passage of time or both, would constitute a material breach or default, or permit the termination, modification or acceleration of rent under such Real Property Lease, (ii) the leasehold estate created by such Real Property Lease is held by the Company or a Subsidiary of the Company, free and clear of all Liens, except for Permitted Liens, (iii) the other party to such Real Property Lease is not an Affiliate of, and otherwise does not have any economic interest in, the Company or any of its Subsidiaries, and (iv) the Company and its Subsidiaries have not subleased, licensed or otherwise granted any Person the right to use or occupy any Leased Real Property.

(b) Schedule 3.08(b) sets forth a true and complete list of Real Property Interests that are material to the Company and its Subsidiaries, taken as a whole, other than any Tower Interests, Pole Attachment Agreements or Contracts regarding Franchises. Except as set forth on Schedule 3.08(b), (i) such Real Property Interest is enforceable and in full force and effect

in all material respects and (ii) neither the Company nor any of its Subsidiaries has subleased, licensed or otherwise granted any Person the right to use or occupy such Real Property Interest or any portion thereof.

(c) Schedule 3.08(c) sets forth the address and description of each Owned Real Property, other than the Tower Interests and Real Property Interests. Each such parcel of Owned Real Property, except as set forth on Schedule 3.08(c), (i) is held by the Company or a Subsidiary of the Company, free and clear of all Liens, except for Permitted Liens, (ii) is not subject to lease agreements or other occupancies with any party other than the Company or a Subsidiary of the Company, and (iii) the Company or one of its Subsidiaries has sufficient right of ingress and egress to the Owned Real Property in all material respects and enjoys peaceful and quiet possession thereof.

(d) Schedule 3.08(d) sets forth the addresses of all Towers leased by the Company or any of its Subsidiaries, and a complete and true list of all leasing documents pursuant to which the Company or any of its Subsidiaries leases such Towers. Either the Company or one of its Subsidiaries has sufficient right of ingress and egress to the leased Towers, in all material respects, to permit the Company or its Subsidiaries to utilize the leased Towers in accordance with the Business as currently conducted.

(e) Schedule 3.08(e)(i) sets forth the addresses of all Towers owned by the Company or any of its Subsidiaries. Except as set forth on Schedule 3.08(e)(ii), to the Knowledge of the Company, all Towers owned by the Company or any of its Subsidiaries are in compliance with any applicable rules and regulations of the FAA in all material respects and are free and clear of all Liens, except for Permitted Liens.

(f) Except as set forth on Schedule 3.08(f)(i), the Company or a Subsidiary of the Company has all material Real Property Interests necessary for the conduct of their businesses, as currently conducted. Except as set forth on Schedule 3.08(f)(i), such Real Property Interests are enforceable and in full force and effect in all material respects.

(g) The Real Property constitutes all of the real property, owned, occupied, or operated by the Company or its Subsidiaries. Except as set forth on Schedule 3.08(g), no portion of the Real Property is subject to any pending or threatened condemnation or other similar Proceedings, and all Real Property is, in the aggregate, in all material respects, in good condition and repair, ordinary wear and tear excepted, and there are no material disputes with respect to any of the Real Property.

Section 3.09 Taxes. Except as set forth on Schedule 3.09:

(a) The Company and each of its Subsidiaries have timely filed all Tax Returns required by applicable Law to be filed by it prior to the date hereof (taking into account all applicable extensions of time to file), such Tax Returns are true, correct, and complete in all material respects and prepared in accordance with applicable Laws. All Taxes payable by the Company and its Subsidiaries with respect to such Tax returns or otherwise (whether or not shown on such Tax Returns) have been fully and timely paid;

(b) All material amounts of Taxes which the Company and its Subsidiaries is obligated to withhold from amounts owing to any employee, agent, contractor, creditor or other third party have been properly withheld and have been fully paid to the applicable Governmental Authority, as and when required in accordance with applicable Law;

(c) The unpaid Taxes of the Company and its Subsidiaries do not exceed the reserve for Tax liability (rather than any reserve for deferred Taxes established to reflect timing differences between book and Tax income) set forth on the Company's most recent balance sheet and the balance sheets of any of the Company's Subsidiaries that are not consolidated with the Company for balance sheet purposes, nor do the unpaid Taxes of the Company or any of its Subsidiaries exceed that reserve as adjusted for the passage of time through the Closing Date in accordance with the past custom and practice of the Company and its Subsidiaries in filing their Tax Returns. Since the date of the Latest Balance Sheet, neither the Company nor any of the Company's Subsidiaries has incurred any liability for Taxes arising from extraordinary gains or losses, as that term is used in GAAP, except in the Ordinary Course of Business;

(d) Since June 30, 2016, neither the Company nor any of its Subsidiaries is or has been the subject of any audits, claims, proceedings or other examination of Taxes or of any Tax Return no such audit, claim, proceeding or other examination in respect of Taxes or Tax Returns of the Company or any of its Subsidiaries has been threatened in writing, nor has Seller received any written request for information related to Tax matters with respect to the assets of the Company or any of its Subsidiaries;

(e) Since June 30, 2016, neither the Company nor any of its Subsidiaries has received a written claim to pay Taxes or file Tax Returns from a Governmental Authority in a jurisdiction where the Company or such Subsidiary has not filed Tax Returns that has not been resolved;

(f) Neither the Company nor any of its Subsidiaries is a party to or bound by any Tax indemnity, Tax sharing agreements, Tax allocation agreements, or Tax reimbursement agreements or arrangements, other than any provisions of such agreement included in credit agreements, lease agreements or other similar commercial agreements entered into in the ordinary course of business containing customary Tax allocation or gross-up provisions, the primary purpose of which does not relate to Taxes;

(g) Neither the Company nor any of its Subsidiaries (i) has been a member of an affiliated group of corporations within the meaning of Section 1504 of the Code or any group that has filed a combined, consolidated or unitary Tax Return (other than the group of which the Company or its Subsidiaries is or was the common parent), or (ii) has any liability for the Taxes of any Person (other than the Company and its Subsidiaries) under Treasury Regulation Section 1.1502-6 (or any similar provision of state, local or foreign Law), as a transferee or successor or by Contract;

(h) Neither the Company nor any of its Subsidiaries (i) has waived any statute of limitations in respect of Taxes payable by any such Party or consented to the extension of time in which any Tax may be assessed or collected by any Taxing authority or in which a Tax Return is required to be filed, which waiver or extension is currently in effect, or (ii) has filed or is subject

to a voluntary disclosure agreement with any Tax authority that is still pending or otherwise has not been fully resolved;

(i) Each of the Company and its Subsidiaries has properly (i) collected and remitted sales, value added and similar taxes with respect to sales made and services provided to its customers, and (ii), for all sales made or services provided that are exempt from sales, value added and similar taxes and that were made without charging or remitting sales, value added or similar taxes, received and retained any appropriate tax exemption certificates and other documentation qualifying such sale as exempt;

(j) None of the Company or any of its Subsidiaries has adopted as a method of accounting, or otherwise accounted for any advance payment or prepaid amount under, (i) the “deferral method” of accounting described in Rev. Proc. 2004-34, 2004-22 IRB 991 (or any similar method under state, local or non-U.S. law) or (ii) the method described in Treasury Regulations Section 1.451-5(b)(1)(ii) (or any similar method under state, local or non-U.S. law);

(k) Neither the Company nor any of its Subsidiaries will be required to include any material item of income in, or exclude any material item of deduction from, taxable income for any taxable period (or portion thereof) ending after the Closing Date as a result of any: (i) change in method of accounting made prior to the Closing Date for a taxable period ending on or prior to the Closing Date or use of an improper method of accounting prior to the Closing Date, including by reason of the application of Section 481 of the Code (or any similar provision of state, local or foreign Law); (ii) “closing agreement” as described in Section 7121 of the Code (or any similar provision of state, local or foreign Law) executed prior to the Closing Date; (iii) installment sale or open transaction disposition made prior to the Closing Date; or (iv) prepaid amount or deferred revenue received prior to the Closing Date;

(l) Neither the Company nor any of its Subsidiaries is a party to any joint venture, partnership or other Contract that could be treated as a partnership for Tax purposes;

(m) There are no Liens for Taxes on any assets of the Company or any of its Subsidiaries, other than Permitted Liens;

(n) Neither the Company nor any of its Subsidiaries has participated in any “reportable transaction” within the meaning of Section 6707A(c)(2) of the Code and Treasury Regulations Section 1.6011-4(b)(2); and

(o) The Company and each of its Subsidiaries is, and since the date of its formation, has been, properly treated and classified for U.S. federal and applicable state and local income Tax purposes as “disregarded as an entity separate from its owner” within the meaning of Treasury Regulations Section 301.7707-3(b)(1)(ii), which is the Seller.

Section 3.10 Contracts.

(a) Except as set forth on Schedule 3.10(a), as of the date hereof, neither the Company nor any of its Subsidiaries is a party to or bound by any Contract of a type described below (such Contracts that are listed or required to be listed on Schedule 3.10(a) are herein referred to as the “Specified Contracts”):

(i) any consulting agreement or employment agreement that provides for annual compensation exceeding \$200,000 per year and cannot be terminated by the Company or any of its Subsidiaries without penalty on notice of 30 days or less;

(ii) any Contract for Capital Expenditures or the acquisition of fixed assets requiring remaining aggregate future payments by the Company or any of its Subsidiaries in excess of \$500,000 and cannot be terminated by the Company or any of its Subsidiaries without penalty on notice of 30 days or less;

(iii) any Contract for the purchase, maintenance or acquisition of materials, supplies, merchandise, equipment, parts or other property or services requiring payments by the Company or any of its Subsidiaries (not including any payments that might be due after renewal of any such Contract) in excess of \$500,000 per year and cannot be terminated by the Company or any of its Subsidiaries without penalty on notice of 30 days or less;

(iv) any Contract for the sale or furnishing of materials, supplies, merchandise, equipment, parts or other property or services that entitle the Company or any of its Subsidiaries to receive aggregate future payments (not including any payments that might be due after renewal of any such Contract) in excess of \$500,000;

(v) any Contract that contains any "most favored nation" status (whether in terms of pricing or otherwise) in favor of a third party, grants exclusivity to any third party or contains any covenant that limits the ability of the Company or any of its Affiliates (including to engage in any line of business, to solicit any potential customer, to compete with any Person or operate at any geographic location, in each case, which would be material to the Company and its Subsidiaries taken as a whole);

(vi) any Contract pursuant to which the Company has rights to any Real Property Interest that is material to the Company and its Subsidiaries taken as a whole, other than (x) Contracts related to the use of public utility facilities, Pole Attachment Agreements, pole line, joint pole or master contracts for pole attachment rights, other rights-of-way or encroachment permits or the use of conduits by the Company or its Subsidiaries and agreements necessary to permit the Company and its Subsidiaries to install, maintain, operate and use utility and railroad company poles, (y) Contracts regarding Franchises and (z) Tower Interests;

(vii) any Contract relating to the acquisition or disposition of any business which the Company or any of its Subsidiaries has any material obligation outstanding or any Contract to acquire, or make an investment in any business or enterprise (including investments in joint ventures and minority equity investments);

(viii) any material Real Property Lease;

(ix) any Contract for the purchase or sale of real property or any option to purchase or sell real property, in each case, providing for aggregate payments by or to the Company or any of its Subsidiaries in an amount in excess of \$200,000 during the

current fiscal year, or any installment sale Contract or liability for the deferred purchase price of property pursuant to which there is more than \$200,000 in remaining obligations;

(x) any collective bargaining agreement or any other Contract with any labor organization, works council or other labor organization;

(xi) any Contract relating to the borrowing of money, or the guaranty of another Person's borrowing of money or similar obligation, including all notes, mortgages, indentures and other obligations, agreements and instruments for or relating to any lending or borrowing or Indebtedness;

(xii) any Contract granting any Person a Lien on all or any portion of the assets of the Company and its Subsidiaries other than (x) Permitted Liens, (y) Pole Attachment Agreements, and (z) Contracts related to Franchises to the extent not material to the Company and its Subsidiaries taken as a whole;

(xiii) any Contract related to Intellectual Property that is listed or required to be listed on Schedule 3.11 (or a subsection thereof);

(xiv) any Contract relating to the use of any public utility facilities, including all Pole Attachment Agreements, pole line, joint pole or master contracts for pole attachment rights, other rights-of-way or encroachment permits or the use of conduits by the Company or its Subsidiaries and agreements necessary to permit the Company and its Subsidiaries to install, maintain, operate and use utility and railroad company poles, in each case, in which the Company or its Subsidiaries paid in excess of \$250,000 during the calendar year 2018;

(xv) Contract for the use of any microwave or satellite transmission facilities in which the Company or its Subsidiaries paid in excess of \$100,000 during the calendar year 2018;

(xvi) Contract with multiple dwelling units or commercial establishments under which the Company or its Subsidiaries generated revenues in excess of \$100,000 during the calendar year 2018;

(xvii) (A) fiber or fiber-swap agreement, (B) circuit agreement, (C) traffic exchange agreement, (D) interconnection agreement, (E) billing agreement, or (F) indefeasible right of use (IRU) agreements, in each case, under which the Company or its Subsidiaries generated revenue or spent, as applicable, in excess of \$100,000 during the calendar year 2018;

(xviii) programming or retransmission agreement;

(xix) Contract for the sale of cablecast time to third parties where the aggregate annual payments under such individual Contract exceed \$50,000; or

(xx) settlement, conciliation or similar agreement with any Governmental Authority pursuant to which the Company or any of its Subsidiaries will have, or has had, any material obligations.

(b) Except as set forth on Schedule 3.10(b), the Company has made available to the Buyer a correct and complete copy of each Specified Contract as in effect on the date hereof in each case, together with all amendments, waivers, or other changes thereto (unless the Company has determined, in its reasonable judgment after receiving advice from outside counsel, that doing so would violate applicable Law or cause a waiver of the attorney-client privilege; provided that, to the extent any information is withheld to avoid such waiver, the Company has provided to Buyer a detailed written description of such information and has used commercially reasonable efforts to find a way to allow disclosure of such information, and only to the extent such descriptions, disclosures, agreements and arrangements are not reasonably expected to result in a waiver of privilege with Buyer). Except as set forth on Schedule 3.10(b), neither the Company nor any of its Subsidiaries is in material default under or in material breach of, or in receipt of any written (or to the Knowledge of the Company, oral) notice of any default or breach under, any Specified Contract. To the Knowledge of the Company, none of the other parties to any Specified Contract are in material default under or in material breach of the terms of such Specified Contract. All of the Specified Contracts are valid, binding and enforceable against the Company or its applicable Subsidiary and, to the Knowledge of the Company, the other parties thereto, in accordance with their respective terms, subject to the Enforceability Exceptions. To the Knowledge of the Company, no event has occurred which, with the passage of time or the giving of notice or both, would result in a material default, material breach or event of material noncompliance by the Company or any of its Subsidiaries or any other party under any such Specified Contract.

Section 3.11 Intellectual Property.

(a) Schedule 3.11(a) sets forth a list of all (i) trademark and service mark registrations and pending registration applications, internet domain name and social media account registrations and trade names, (ii) patents and pending patent applications, and (iii) copyright registrations and pending registration applications (collectively, "Listed IP"), in each case, which are owned by or registered to the Company or any of its Subsidiaries as of the date hereof, including, to the extent applicable, the date of registration or application and name of registration body where the registration or application was made, the registration or application number, title, and owner(s). All renewal and maintenance filings and fees in respect of the Listed IP that are due (if applicable) have been made or paid, and all registrations therefor are in full force.

(b) The Company and its Subsidiaries have valid, enforceable, and sufficient rights to all of the Intellectual Property used by the Company or any of its Subsidiaries in or necessary for the operation of the Business (collectively, and together with the Company Owned Intellectual Property, the "Company Intellectual Property"), free and clear of any Liens other than as set forth on Schedule 3.11(b) or Permitted Liens. The Company or its Subsidiaries exclusively owns and possesses all right, title and interest in and to all Listed IP and other material Intellectual Property owned or purported to be owned by the Company or any of its Subsidiaries (collectively referred to as "Company Owned Intellectual Property"), free and clear of all Liens (other than Permitted Liens).

(c) Schedule 3.11(c) sets forth a list of all Contracts to which the Company or any of its Subsidiaries is a party to or bound by as of the date hereof with respect to any Company Intellectual Property (other than Company Owned Intellectual Property); provided, that, the following shall not be required to be set forth on Schedule 3.11(c) (but clauses (i) and (ii) shall constitute Specified Contracts): (i) Commercial Software Licenses, and (ii) non-exclusive, non-material licenses, entered into in the ordinary course of business, of trademarks of third parties that are utilized by the Company or any of its Subsidiaries in marketing efforts and (iii) any programming or retransmission agreements. All such licenses are in full force and effect and, to the Knowledge of the Company, there is no material default or material breach thereunder by any third party.

(d) Schedule 3.11(d) sets forth a list of all Contracts (including license agreements) with respect to any Company Owned Intellectual Property to which the Company or any of its Subsidiaries is a party to or bound by as of the date hereof, including (i) pursuant to which any third party is authorized or otherwise has the rights to use, distribute, sell, resell, license, sublicense, support or maintain any of the Company Owned Intellectual Property (other than the use of any trademarks of the Company or any Subsidiary of the Company in the Ordinary Course of Business), (ii) that were entered into outside of the Ordinary Course of Business, and (iii) are co-existence, concurrent use, consent to use and other Contracts affecting the Company's or any of its Subsidiaries' ability to own, enforce, use, license, or disclose any Intellectual Property or providing for the acquisition or development of Intellectual Property, but excluding any non-exclusive licenses of trademarks to customers and vendors for the purpose of identifying the Company as a service provider or customer, respectively, in connection with marketing activities and other activities undertaken in the Ordinary Course of Business (but which shall constitute Specified Contracts). All such licenses are in full force and effect and, to the Knowledge of the Company, there is no material default or material breach thereunder by any third party.

(e) Except as set forth on Schedule 3.11(e), (i) neither the Company nor or any of its Subsidiaries is infringing, misappropriating or violating, or has infringed, misappropriated, or violated, the Intellectual Property of any third party; and (ii) to the Knowledge of the Company, no third party is infringing, misappropriating or violating or has infringed, misappropriated, or violated, any Company Owned Intellectual Property; and (iii) no Proceeding by or against the Company or any of its Subsidiaries with respect to any Intellectual Property (including the alleged infringement, misappropriation or other violation of any Company Owned Intellectual Property or challenging the ownership or the validity or effectiveness of any Intellectual Property), Data Security Requirement, or Security Incident is pending or since June 30, 2016, has been received, and to the Knowledge of the Company, no such threat is outstanding. The Company and its Subsidiaries have taken reasonable actions to maintain and protect the Company Owned Intellectual Property.

Section 3.12 Information Technology; Data Privacy

(a) The Information Systems are, in all material respects, (A) in working order and are functional and operate and run in a reasonable business manner and (B) are protected by reasonable security and disaster recovery arrangements. The Company and its Subsidiaries have purchased a sufficient number of license seats for all software used by the Company or any of its Subsidiaries in all material respects. The Information Systems are sufficient in all material respects

for the current needs of the Company and its Subsidiaries. Since June 30, 2016, there have been no failures or breakdowns of Information Systems that have caused a material disruption in the use thereof. The Company and its Subsidiaries have taken reasonable precautions to protect the confidentiality, integrity and security of the Information Systems, and all information stored therein or transmitted thereby, in each case, by or on behalf of the Company or any Subsidiary of the Company, from theft, corruption, loss or unauthorized use or access.

(b) The Company and its Subsidiaries maintain commercially reasonable policies, procedures, and rules regarding data privacy, protection and security that are in material compliance with applicable Data Security Requirements. The Company and its Subsidiaries and the conduct of the Business is in material compliance with, and at all times since June 30, 2016, have been in material compliance with, all Data Security Requirements. The Transactions do not and will not violate or breach any Data Security Requirement. Except as set forth on Schedule 3.12(b), there have been no material Security Incidents with respect to any Information Systems, any Personal Information collected, stored, processed, used, or maintained by or on behalf of the Company or any of its Subsidiaries, any Trade Secrets used or owned by the Company or any of its Subsidiaries, or that is otherwise material to the Business or materially affects the Company or any of its Subsidiaries. Such Personal Information will, as of immediately after the Closing, be owned or available for use by the Buyer and Company, and each of their respective Affiliates, on terms and conditions identical in all material respects to those under which the Company and its Subsidiaries owned or used such Personal Information immediately prior to the Closing, without the payment of any additional amounts or consideration and without any requirement to seek any consent from any Person, and the possession or use of such Personal Information by Buyer and its Affiliates will not violate any Data Security Requirement in any material respect.

Section 3.13 Litigation. Except as set forth on Schedule 3.13, (a) there are no material Proceedings pending or, to the Knowledge of the Company, threatened against the Company or any of its Subsidiaries, at law or in equity, before or by any Governmental Authority; (b) there are no material insurance claims and (c) neither the Company nor any of its Subsidiaries is subject to any outstanding judgment, order or decree of any Governmental Authority with respect to which the Company or any of its Subsidiaries is a named party or has any material future obligations. Except as set forth on Schedule 3.13, since June 30, 2016, there have been no material Proceedings (excluding programming and pole attachment audits or disputes) pending or, to the Knowledge of the Company, threatened against the Company or any of its Subsidiaries, at law or in equity, before or by any Governmental Authority. Schedule 3.13 sets forth accurately and completely, in all material respects, the following information with respect to each matter listed thereon: the claimant, the date of the loss, the description of the matter and the amount paid. There is no Proceeding pending or, to the Knowledge of the Company, threatened against the Company or any of its Subsidiaries, by or before any Governmental Authority or by any third party that challenges the validity of this Agreement or that would be reasonably likely to adversely affect, delay or restrict the Company's ability to consummate the Transactions. Notwithstanding anything herein to the contrary, the Buyer acknowledges that the run loss reports included in Schedule 3.13 are incomplete and that the Company will provide complete copies to the Buyer within ten Business Days of the date hereof. Such updated run loss reports shall be incorporated into the Schedules, but shall not contain any information that will result in any liabilities to the Company or any of its Subsidiaries that is material to the Company and its Subsidiaries taken as a whole.

Section 3.14 Employee Benefit Plans.

(a) Schedule 3.14(a) sets forth a list of each material Employee Benefit Plan. The Company has provided to the Buyer correct and complete copies of (i) each written Employee Benefit Plan, (ii) the most recent determination letter, ruling or notice issued by any Governmental Authority with respect to each Employee Benefit Plan, if any, (iii) the Form 5500 Annual Report (or evidence of any applicable exemption) for the two most recent plan years (to the extent such forms are required for any Employee Benefit Plan) and (iv) the most recent summary plan description (and any summaries of material modifications thereto) relating to any Employee Benefit Plan. A description of the material terms of any material unwritten Employee Benefit Plan is set forth on Schedule 3.14(a).

(b) Each Employee Benefit Plan has been established, maintained, funded and administered in all material respects in compliance with its terms and all applicable Laws (including, to the extent applicable, the applicable requirements of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”), and the Code).

(c) Other than routine claims for benefits, there is no Proceeding pending or, to the Knowledge of the Company, threatened with respect to any Employee Benefit Plan. There have been no “prohibited transactions” within the meaning of Section 4975 of the Code or Sections 406 or 407 of ERISA and not otherwise exempt under Section 408 of ERISA and no current or former officer, director or employee of the Company or any of its Subsidiaries or, to the Knowledge of the Company, any other Person has breached any fiduciary duty (as determined under ERISA) with respect to any Employee Benefit Plan.

(d) Each Employee Benefit Plan that is intended to meet the requirements of a “qualified plan” under Section 401(a) of the Code is so qualified, has received a favorable determination letter or prototype opinion letter from the Internal Revenue Service, and nothing material has occurred with respect to such Employee Benefit Plan that could reasonably be expected to adversely affect its qualification.

(e) No Employee Benefit Plan is, and neither the Company nor any of its Subsidiaries have any current or contingent liability or obligation under or with respect to: (i) a “defined benefit plan” (as defined in Section 3(35) of ERISA) or any other plan that is or was subject to the minimum funding requirements of Section 412 of the Code or Title IV of ERISA; (ii) a “multiple employer plan” (within the meaning of Section 210 of ERISA or Section 413(c) of the Code); or (iii) a “multiple employer welfare arrangement” (as such term is defined in Section 3(40) of ERISA). Neither the Company nor any of its Subsidiaries have any current or contingent liability or obligation by reason of at any time being treated as a single employer with any other Person under Section 414 of the Code.

(f) Each Employee Benefit Plan that constitutes in any part a “nonqualified deferred compensation plan” (as defined under Section 409A(d)(1) of the Code) subject to Section 409A of the Code has been operated and administered in all material respects in operational compliance with, and is in all material respects in documentary compliance with, Section 409A of the Code and its purpose, and no amount under any such plan, agreement or arrangement is or has been subject to the interest and additional Tax set forth under Section 409A(a)(1)(B) of the Code.

(g) Neither the execution, delivery or performance of this Agreement by the Seller, nor the consummation of the Transactions by the Seller, could, either alone or in combination with any other event (including, but not limited to, a termination of employment): (A) entitle any current or former officer, director, employee or other service provider of the Company or any Subsidiary to any increase in severance pay upon a termination of employment or service after the date of this Agreement; (B) result in the acceleration of the time of payment or vesting or result in any payment or funding (through a grantor trust or otherwise) of compensation or benefits under, increase the amount payable pursuant to, or result in any material liability under, any Employee Benefit Plan or otherwise, or (C) limit or restrict the right of the Company or any Subsidiary to merge, amend or terminate any Employee Benefit Plan.

(h) No payment or benefit which could be made with respect to any current or former employee, officer, stockholder, director or service provider of the Company or any Subsidiary who is a “disqualified individual” (as defined in Section 280G of the Code and the regulations thereunder) could be characterized as a “parachute payment” within the meaning of Section 280G(b)(2) of the Code.

(i) There is no Contract, agreement, plan or arrangement to which the Company or any Subsidiary is bound to provide a gross-up or otherwise reimburse any current or former employee, director, service provider or other Person for excise taxes paid pursuant to Sections 409A or 4999 of the Code.

(j) All material contributions and premium payments that are due under any Employee Benefit Plan have been made within the time periods prescribed by ERISA and the Code, and all contributions and premium payments for any period ending on or before the Closing Date that are not yet due have been made to each Employee Benefit Plan or will be accrued on the Closing Schedule.

(k) No Employee Benefit Plan is and neither the Company nor any of its Subsidiaries contribute to, or have any obligation to contribute to, or any current or contingent liability or obligation under or with respect to any Multiemployer Plan.

(l) Except as set forth on Schedule 3.14(l), no Employee Benefit Plan provides, and neither the Company nor any of its Subsidiaries has promised to provide, post-termination or retiree health or welfare benefits to any Person other than as required by COBRA for which the covered Person pays the full premium cost of coverage. The Company and its Subsidiaries have complied in all material respects and are in compliance in all material respects with the requirements of COBRA as well as the Patient Protection and Affordable Care Act, including the Health Care and Education Reconciliation Act of 2010, as amended and including any guidance issued thereunder (“PPACA”). Neither the Company nor any of its Subsidiaries has incurred (whether or not assessed), or is reasonably expected to incur or to be subject to, any material Tax, penalty or other liability that may be imposed under PPACA, including pursuant to Sections 4980D, 4980H, 6721 or 6722 of the Code.

Section 3.15 Compliance with Laws; Permits. Except as set forth on Schedule 3.15,

(a) Since June 30, 2016 the Company and each Subsidiary of the Company are and have been in compliance in all material respects with all Laws applicable to the Company and/or such Subsidiary, including all applicable provisions of the Copyright Act, the Communications Laws, the Communications Assistance to Law Enforcement Act, the Commercial Advertisement Loudness Mitigation Act, the Federal Trade Commission Act, and any other applicable Law.

(b) Since June 30, 2016 neither the Company nor any of its Subsidiaries has received written notice from any Governmental Authority claiming a material violation of any applicable Laws by the Company or any of its Subsidiaries, and there is not pending or, to the Knowledge of the Company, threatened, any investigation or inquiry concerning the Company's compliance with any such Laws.

(c) The Company and its Subsidiaries collectively hold all material Permits necessary for the conduct of the business of the Company and its Subsidiaries as currently conducted (the "Specified Permits"), all of which are listed on Schedule 3.15(c).

(d) As of the date hereof, the Company and each of its Subsidiaries, as applicable, are in compliance in all material respects with the requirements of the Specified Permits.

(e) Each Specified Permit is in full force and effect and, since June 30, 2016 the Company has not received any written notice from a Governmental Authority to the contrary.

(f) Since June 30, 2016, neither the Company nor any of its Subsidiaries, nor any of their respective directors or officers (in their capacity as such a director or officer) are or have been convicted of, charged with, or investigated for any violation of applicable Law related to criminal fraud, theft, embezzlement, breach of fiduciary responsibility, anticompetitive misconduct, financial misconduct, obstruction of an investigation or manufacture, storage, distribution or sale of controlled substances.

(g) Neither the Company nor any of its Subsidiaries, nor, to the Knowledge of the Company, any of their respective officers or directors, has directly or indirectly (i) made, given, offered, promised or authorized or agreed to give, or received or agreed to receive, any money or thing of value (including payments or discounts to customers or clients or employees of customers or clients) for purposes of doing business with any government official or other Person, or taken any action, or failed to take any action, in violation of any applicable Anti-Corruption Laws; (ii) made or received any illegal contribution, gift, bribe, rebate, payoff, commission, promotional allowance, influence payment, kickback or other payment or economic benefit to or from any Person, private or public, regardless of what form; (iii) established or maintained any fund or asset that has not been recorded in the books and records of the Company or any of its Subsidiaries; or (iv) aided, abetted, caused (directly or indirectly), participated in, or otherwise conspired with, any Person or entity to violate the terms of any judgment, sentence, order or decree of any court or Governmental Authority.

(h) The Company is permitted under all applicable Laws, including the Communications Laws and Section 111 of the Copyright Act, to receive and retransmit the audio

and video programming and other information that it currently makes available to the customers of the Systems. The Company (to the extent applicable) is permitted under all applicable Laws, including the Communications Laws, to utilize all frequencies generated by the operation of the Systems, and, where required, is licensed to operate all the facilities required by applicable Laws to be licensed by the FCC.

(i) Except as disclosed on Schedule 3.15(i), (i) neither the Company nor any of its Subsidiaries has violated, in any material respect, any applicable Laws in regard to Personal Information or any other protected health, customer, or employee information collected, stored, used or disclosed by or on behalf of the Business, and (ii) the Company has timely filed, or has caused each applicable Subsidiary to timely file, with the FCC all required annual certifications of the Company's or such Subsidiary's compliance with the Communications Laws governing "customer proprietary network information," as such term is defined by the Communications Laws, which certifications were complete and accurate in all material respects as of the date of filing.

(j) The Company and each of its Subsidiaries have implemented and maintain reasonable measures to protect the operation, confidentiality, integrity, and security of all Personal Information collected, held, processed, or otherwise controlled by the Company and the information technology systems of the Company against unauthorized access, acquisition, or use. Except as set forth on Schedule 3.15(j), to the Knowledge of the Company, during the two-year period immediately preceding the date of this Agreement, (i) neither the Company nor any Subsidiary has experienced any unauthorized access, acquisition or use of Personal Information in its control, (ii) neither the Company nor any Subsidiary has notified, or been required to notify, any consumer or regulator of any such incident during such prior two-year period, and (iii) there has not been any other material unauthorized acquisition or disclosure of material non-public data of the Company or any Subsidiary that has compromised the security, confidentiality or integrity of any such information.

(k) Except as disclosed on Schedule 3.15(k), neither the Company nor any of its Subsidiaries, nor, to the Knowledge of the Company, any of their respective officers or directors (in their capacity as such) is or has, in the last five years, been (i) a Sanctioned Person; (ii) organized in, or a resident of, a Sanctioned Country; (iii) engaging in any dealings or transactions with any Sanctioned Person or in any Sanctioned Country, to the extent such activities violate applicable Sanctions Laws or Ex-Im Laws; or (iv) otherwise in violation of applicable Sanctions Laws, Ex-Im Laws, or the anti-boycott laws administered by the U.S. Department of Commerce and the U.S. Department of Treasury's Internal Revenue Service (collectively, "Trade Control Laws").

(l) Neither the Company nor any of its Subsidiaries has since June 30, 2016 (i) received from any Governmental Authority or any other Person any written or, to the Knowledge of the Company, oral notice, (ii) made any voluntary or involuntary disclosure to a Governmental Authority or (iii) conducted any material internal investigation or audit, in each case, concerning any violation or wrongdoing related to Trade Control Laws or Anti-Corruption Laws.

(m) Since June 30, 2016: (i) all reports, fees, filings, applications and other submissions of the Company to the FCC, State PUCs and LFAs have been true and correct in all

material respects, and all fees (including without limitation all franchise fees due to any LFA) have been timely paid in full in all material respects; (ii) the Company has filed with the Copyright Office all required statements of account and other documents and instruments with respect to the cable television offerings that were required to have been filed in accordance with Section 111 of the Copyright Act and has paid all royalties, supplemental royalties, fees and other sums to the Copyright Office under Section 111 of the Copyright Act with respect to the Systems, except where the failure to file such statements or pay such fees would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect; and (iii) no requests or other communications have been received by the Company from the FCC, any State PUC, any LFA or the Copyright Office challenging or questioning the right of the Company to operate the Systems. Except as disclosed on Schedule 3.15(m), since June 30, 2016, the Company and each of its Subsidiaries has submitted to the FCC, State PUCs and LFAs all material filings, including cable television registration statements, current annual reports, aeronautical frequency usage notices, and current cumulative leakage index reports, that are required under the applicable Laws. Without limiting the foregoing, the Systems are in material compliance with signal leakage criteria prescribed by the FCC and with the must-carry and retransmission consent provisions of the Communications Laws.

(n) Schedule 3.15(n) sets forth, as of the date hereof, the broadcast television stations carried on the Systems (i) within such stations' television markets (as defined by 47 C.F.R. §§ 76.55(e)) and/or (ii) in any geographic area outside the applicable station's television market, in each case pursuant to the must-carry or retransmission consent provisions of the Communications Laws.

(o) Since June 30, 2016, the Company (i) has, in all material respects, filed complete, accurate, and timely FCC Forms 499-A and 499-Q as required, or corrected any inaccuracies such that all FCC Forms 499-A and 499-Q are filed completely and accurately within the permissible time available for revisions; (ii) has, in all material respects, made or caused to be made all required contributions with respect to the Universal Service Fund, Telecommunications Relay Service fund, North American Numbering Plan Administration, or Local Number Portability Administration in a complete, accurate, and timely manner; and (iii) has not received any notice in writing from the Universal Service Administrative Company, the FCC, or any similar fund administrator questioning the accuracy of or claiming or identifying inaccuracy in any Company Form 499-A or 499-Q or any Company contribution to the Universal Service Fund, Telecommunications Relay Service fund, North American Numbering Plan Administration, or Local Number Portability Administration, or any Company determination that a Universal Service Fund, Telecommunications Relay Service fund, North American Numbering Plan Administration, or Local Number Portability Administration contribution is not required, which has not been resolved.

(p) The Company is, and has been since June 30, 2016, in compliance in all material respects with all applicable requirements concerning the provision of 911 and enhanced 911 services.

(q) Except as disclosed on Schedule 3.15(q) to the Knowledge of the Company (i) there are no pending material audits with respect to any utility attachment or conduit usage under any Pole Attachment Agreement, or any material unresolved disputes with respect to any

such audit, and the Company and its Subsidiaries have not received any written notice of any such planned audit (in each case, other than any notice that may be contained within any such Pole Attachment Agreement), and (ii) the Company and its Subsidiaries have paid all pole attachment fees (including any penalties, charges or other fees charged pursuant to the pole attachment agreement) relating to the System when due and payable, except where the failure to make such payment would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

Section 3.16 Environmental Matters. Except as set forth on Schedule 3.16:

(a) The Company and its Subsidiaries are, and since June 30, 2016, have been, in compliance in all material respects with all applicable Environmental Laws.

(b) The Company and its Subsidiaries currently possess, and since June 30, 2016, have possessed, all Permits required under applicable Environmental Laws for the ownership or operation of the material Real Property or the conduct of the Business and are, and since June 30, 2016, have been, in compliance in all material respects with the requirements of such Permits.

(c) Neither the Company nor any of its Subsidiaries has at any time since June 30, 2016, received any written notice from any Governmental Authority or other Person that alleges that the Company or any of its Subsidiaries (i) is in material violation of any Environmental Law or (ii) has any material liability arising under applicable Environmental Laws, in each case, the subject of which is unresolved.

(d) Neither the Company nor any of its Subsidiaries is subject to any outstanding material judgment, order or decree of any Governmental Authority or other Person under Environmental Laws with respect to which the Company or any of its Subsidiaries has any current or future obligations.

(e) Neither the Company nor any of its Subsidiaries (nor any other Person giving rise to liability for the Company or its Subsidiaries) has treated, generated, stored, disposed or arranged for disposal of, transported, handled, released, exposed any Person to, or owned or operated any property or facility contaminated by, any Hazardous Materials, in each case so as to give rise to any material liability of the Company or any of its Subsidiaries under any Environmental Law.

(f) Seller, the Company and its Subsidiaries have furnished to Buyer all material environmental audits, reports and assessments relating to the Company and its Subsidiaries and their past and current operations and facilities that are in their possession or under their reasonable control.

Section 3.17 Employees.

(a) The Company and its Subsidiaries are, and since June 30, 2016 have been, in compliance in all material respects with all applicable Laws regarding labor, employment, and employment practices, including those relating to wages, hours, equal opportunity, fair labor standards, nondiscrimination, workers compensation, collective bargaining, workplace safety,

immigration, employee and worker classification, and the payment and withholding of social security and other payroll Taxes. Except as would not result in material liability to the Company or any of its Subsidiaries: (i) the Company and its Subsidiaries have fully and timely paid all wages, salaries, wage premiums, prevailing wages, commissions, bonuses, fees, and other compensation which have come due and payable to their current and former employees and independent contractors under applicable Law, Contract, or company policy; and (ii) each individual who has provided services to the Company or its Subsidiaries in the past three (3) years and was classified and treated by the Company or its Subsidiaries as an independent contractor, consultant, or other service provider is and was properly classified and treated for all applicable purposes.

(b) There is, and since June 30, 2016, has been, no labor strike, work stoppage, slowdown, lockout, or other material labor dispute pending or, to the Knowledge of the Company, threatened against the Company or any of its Subsidiaries with respect to its employees. Neither the Company nor any of its Subsidiaries is a party to, or bound by, any collective bargaining or other Contract with a labor union, works council, or other labor organization respecting any of its employees. No employees of the Company or any of its Subsidiaries are represented by a labor union, works council, or other labor organization. To the Knowledge of the Company, there is, and since June 30, 2016 has been, no union organizing activities among or with respect to employees of the Company or any of its Subsidiaries. With respect to the Transactions, the Company and its Subsidiaries have satisfied all notice, consultation, bargaining, and consent obligations owed to their employees and their employees' representatives under applicable Law or labor Contract.

(c) Except as set forth on Schedule 3.17(c)(i), since June 30, 2016, the Company and its Subsidiaries have not implemented any employee layoffs, reductions in force, early retirement programs, or other voluntary or involuntary employment termination programs (other than individual employee terminations in the Ordinary Course of Business). To the Knowledge of the Company, none of the individuals listed on Schedule 3.17(c)(ii) has any present intention to terminate his or her employment with the Company or its Subsidiaries. To the Knowledge of the Company, no material officer, material executive or other key employee of the Company or its Subsidiaries is a party to or bound by any confidentiality, non-competition, proprietary rights or other agreement that would materially restrict the performance of such employee's employment duties or the ability of the Company and its Subsidiaries to conduct their business.

(d) The Company and each of its Subsidiaries has promptly and in good faith investigated all employment discrimination and sexual harassment allegations of, or against, any employee. With respect to each such allegation with potential merit, the Company and each of its Subsidiaries has taken prompt corrective action that is reasonably calculated to prevent further discrimination and harassment and the Company and its Subsidiaries do not reasonably expect to incur any material liability with respect to any such allegations.

(e) Schedule 3.17(e)(i) sets forth each Company Employee whose annual compensation exceeds \$150,000. Schedule 3.17(e)(ii) lists each Person that provides material services to the Company or any of its Subsidiaries but is not employed by the Company or its Subsidiaries.

Section 3.18 Brokerage. Except as set forth on Schedule 3.18, neither the Company nor any of its Subsidiaries has any liability or obligation to pay any brokerage commissions, finders' fees or similar compensation, or reimbursement of any expenses, including in connection with the Transactions, based on any Contract made by the Company or any of its Subsidiaries prior to the Closing Date.

Section 3.19 System Information. Schedule 3.19 sets forth the following aggregate information with respect to the Systems: (i) the number of Homes Passed (in aggregate for all Systems, and in aggregate with respect to each System specifically identified on Schedule 3.19), (ii) the number of Unique Customer Relationships, (iii) the number of Primary Service Units, (iv) the number of Residential Video Subscribers, (v) the number of Residential HSI Subscribers, (vi) the number of Residential Voice Subscribers, (vii) the number of Commercial Video Subscribers, (viii) the number of Commercial HSI Subscribers, (ix) the number of Commercial Voice Subscribers, (x) the number of Hosted Voice Lines, (xi) the number of Security Service Subscribers, (xii) the number of plant miles at each bandwidth capacity, specified in MHz (other than for fiber cables) and the number of miles of fiber cables; (xiii) the channel line-up and rate card; and (xiv) the total number of telephone lines, and in each case, the information set forth on Schedule 3.19 is true and accurate, except to the extent any such inaccuracy would not be material to the Company and its Subsidiaries taken as a whole. Schedule 3.19(b) accurately sets forth the current promotions and discounts of the Company and its Subsidiaries. As of the date hereof and as of the Closing, the promotions and discounts of the Company and its Subsidiaries are not materially different (including by type, economic impact, discount and subscriber amount per discount) than the promotions and discounts set forth on Schedule 3.19(b).

Section 3.20 Franchise Renewal Rights. Except as set forth on Schedule 3.20, the Company and its Subsidiaries either (i) have timely filed valid requests for renewal under Section 626 of the Cable Act in all material respects with the proper Governmental Authority, (ii) have received a replacement statewide Franchise covering the applicable System(s), or (iii) have received a renewal local Franchise covering the applicable System(s), in each case with respect to all Franchises that expired on or after June 30, 2016, and which the Company or a Subsidiary continued to operate after such date, or that will expire within thirty (30) months after the date hereof. Except as set forth on Schedule 3.20, since June 30, 2016, neither the Company nor any of its Subsidiaries has received notice from any Person that any Franchise will not be renewed or that the applicable Governmental Authority has challenged or raised any objection to a request for renewal under Section 626 of the Cable Act by the Company or any of its Subsidiaries in any material respect. Since June 30, 2016, the Company and its Subsidiaries have complied in all material respects with any and all inquiries and demands by any and all Governmental Authorities made with respect to all such requests for renewal.

Section 3.21 Customers and Suppliers. Schedule 3.21(a) sets forth a true and complete list of the 15 largest commercial services customers of the Company and its Subsidiaries (the "Top Customers"), by dollar volume of sales for the fiscal year ended December 31, 2018 and sets forth opposite the name of such customer the gross sales or purchases attributable to such customer during such period. Except as set forth on Schedule 3.21(a), in the last 12 months, neither the Company nor any of its Subsidiaries has received any written (or to the Knowledge of the Company, oral) notice from any Top Customer to the effect that such Top Customer will stop, or materially decrease the rate of, purchasing materials, products and services from the Company or

any of its Subsidiaries. Schedule 3.20(b) sets forth a true and complete list of the 15 largest suppliers of the Company and its Subsidiaries (the “Top Supplier”), by dollar volume for the fiscal year ended December 31, 2018 and sets forth opposite the name of such supplier the gross amount attributable to such supplier during such period. Except as set forth on Schedule 3.21(b), since December 31, 2018, neither the Company nor any of its Subsidiaries has received any written (or to the Knowledge of the Company, oral) notice from any Top Supplier to the effect that such Top Supplier will (x) terminate or fail to renew its relationships with the Company or any of its Subsidiaries, (y) stop, or materially decrease the rate of, supplying materials, products or services to the Company or any of its Subsidiaries or (z) adversely change the prices of such materials, products or services.

Section 3.22 Affiliate Transactions. Except as disclosed on Schedule 3.22, and for payment of wages and benefits to employees in the Ordinary Course of Business, no Affiliate or Insider of the Company or any Subsidiary (i) is a party to any material agreement or contract, with the Company or any of its Subsidiaries or (ii) has any interest in any property, real or personal or mixed, tangible or intangible, including the Company Intellectual Property, used in the Business.

Section 3.23 Insurance. The Company has made available to the Buyer copies of all material insurance policies (including policies providing property, casualty, liability, and workers’ compensation coverage, bond and surety arrangements) to which the Company or a Subsidiary thereof is a party, a named insured, or otherwise the beneficiary of coverage, and such copies are correct and complete as of the date hereof. Schedule 3.23 contains a list of insurance coverages presently in force for the benefit of the Company and/or its Subsidiaries with respect to its or their properties, assets and businesses (specifying, with respect to each policy, the insurer, amount of coverage, type of insurance, retroactive date, expiration date, risks insured and any pending claims thereunder) and a list of all claims made under any insurance policies and binders since June 30, 2016 (specifying the nature and amount of the claim, current status and resolution, if any). With respect to each such insurance policy, except as set forth on Schedule 3.23, (a) such policies provide insurance coverage adequate to comply with all Laws and Specified Contracts, except where the failure to comply would not have a Material Adverse Effect, and (b) no written notice of cancellation has been received by the Company or any of its Subsidiaries with respect to such policy. Neither the Company nor any of its Subsidiaries (i) is in material default with respect to their obligations under any insurance policy maintained by it or (ii) has been denied insurance coverage since June 30, 2016. Except as set forth on Schedule 3.23, the Company and each of its Subsidiaries does not have any self-insurance or co-insurance programs. Except as set forth on Schedule 3.23, there are no outstanding unpaid amounts for premiums currently due and payable, and neither the Company nor any of its Subsidiaries have received any notice of any claim for retroactive or retrospective premium adjustments. Notwithstanding anything herein to the contrary, the Buyer acknowledges that the run loss reports included in Schedule 3.23 are incomplete and that the Company will provide complete copies to the Buyer within ten Business Days of the date hereof. Such updated run loss reports shall be incorporated into the Schedules, but shall not contain any information that will result in any liabilities to the Company or any of its Subsidiaries that is material to the Company and its Subsidiaries taken as a whole.

Section 3.24 Names. Except as set forth on Schedule 3.24, since June 30, 2016, neither the Company nor any Subsidiary thereof has (a) operated under any legal name other than its legal name as of the date hereof or used any fictitious or trade name, (b) been the surviving entity of a

merger or consolidation or (c) has used any name or names under which it has invoiced account debtors, maintained records regarding its assets or otherwise conducted business other than the exact names set forth in this Agreement and the disclosure schedules attached hereto with respect to this Article III. Since June 30, 2016, neither the Company nor any of its Subsidiaries has reincorporated or reorganized in a different jurisdiction.

Section 3.25 Bonds; Letters of Credit. Schedule 3.25 sets forth a list of all franchise, construction, fidelity, performance and other bonds and other surety arrangements, guarantees in lieu of bonds and letters of credit posted by the Company or its Affiliates in connection with the operation of the Systems.

Section 3.26 Product and Service Warranties. Each service rendered by the Company and each of its Subsidiaries has been in conformity in all material respects with all applicable contractual commitments and all express and implied warranties, and neither the Company nor any of its Subsidiaries have any liability or obligations for damages (individually or in the aggregate) in connection therewith, except as would not reasonably be expected to be material to the Company and its Subsidiaries taken as a whole.

Section 3.27 Indebtedness. Schedule 3.27 sets forth a true and complete list of all Indebtedness of the Company and its Subsidiaries (collectively, the "Scheduled Indebtedness"), and provides (a) the names of the original lender and current holder (to the extent that the Company or any of its Subsidiaries has received a written notice of the assignment thereof); and (b) outstanding principal balances and all accrued and unpaid interest. True, correct and complete copies of all security agreements (including all amendments, supplements, waivers and consents) evidencing, providing security for and relating to the Scheduled Indebtedness have been provided to Buyer. As of the Closing, after giving effect to the payments by Buyer contemplated by Article I, the Company and each of its Subsidiaries will have no outstanding Indebtedness.

Section 3.29 No Other Representations or Warranties. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS ARTICLE III AND AS EXPLICITLY SET FORTH IN ANY OTHER TRANSACTION DOCUMENTS, THE COMPANY MAKES NO EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY REGARDING THE COMPANY, ANY OF THE COMPANY'S SUBSIDIARIES OR THEIR BUSINESSES, ASSETS OR LIABILITIES, INCLUDING WITH RESPECT TO MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, AND ANY SUCH REPRESENTATIONS OR WARRANTIES ARE HEREBY SPECIFICALLY DISCLAIMED.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF THE BUYER

Except as set forth in the Schedules attached to this Agreement with respect to this Article IV, the Buyer represents and warrants as of the date hereof, and as of the Closing Date, to the Seller that:

Section 4.01 Organization. The Buyer is a limited liability company validly existing, and in good standing under the Laws of the State of Delaware. The Buyer (a) has the requisite power to own (or lease) and operate its properties and to carry on its businesses as now conducted and

(b) is, where applicable, duly qualified to do business and is, where applicable, in good standing in every jurisdiction in which its ownership of property or the conduct of its business as now conducted requires it to qualify, except, in each case, where the failure to be so qualified or in good standing would not have a material adverse effect on the Buyer.

Section 4.02 Authorization; Valid and Binding Agreement. The Buyer has the power and authority to execute and deliver this Agreement and to perform its obligations hereunder. The execution and delivery of this Agreement by the Buyer and the consummation by the Buyer of the Transactions have been duly authorized by all necessary limited liability company actions and no other limited liability company Proceedings on the part of the Buyer are necessary to authorize this Agreement or to consummate the Transactions. This Agreement constitutes the valid and legally binding obligation of the Buyer (assuming the due authorization, execution and delivery of this Agreement by the Seller), enforceable in accordance with its terms and conditions, subject to the Enforceability Exceptions.

Section 4.03 No Breach; Consents. The execution, delivery and performance of this Agreement by the Buyer and the consummation of the Transactions do not (a) result in any breach of, constitute (with or without notice or lapse of time or both) a default under or result in a violation of the provisions of (i) the Organizational Documents of the Buyer or (ii) any material contract or agreement to which the Buyer is bound, (b) violate any material Law, order, judgment or decree to which the Buyer is subject, or (c) require the Buyer to obtain any material Permit or require the Buyer to provide any notice to or make any filing with any Governmental Authority under the provisions of any applicable Law to which the Buyer is subject.

Section 4.04 Litigation. There are no Proceedings pending or, to the Buyer's knowledge, threatened in writing against or affecting the Buyer at law or in equity, or before or by any Governmental Authority, which would adversely affect the Buyer's performance under this Agreement or the consummation of the Transactions.

Section 4.05 Brokerage. There are no claims for brokerage commissions, finders' fees or similar compensation in connection with the Transactions based on any arrangement or agreement made by or on behalf of the Buyer.

Section 4.06 Financing. Buyer has delivered to the Company a true, correct and complete copy, as of the date of this Agreement, of an executed equity commitment letter (the "Equity Commitment Letter") from Affiliates of Buyer to provide, subject to the terms and conditions therein, financing to Buyer in the aggregate amount set forth therein (the "Equity Financing"). As of the date hereof, the Equity Commitment Letter has not been amended or modified and the respective commitments contained therein have not been withdrawn or rescinded in any respect. As of the date hereof, the Equity Commitment Letter is in full force and effect and valid and binding obligations of Buyer and, to the knowledge of Buyer, the other parties thereto, except as may be limited by the Enforceability Exceptions.

Section 4.07 WARN Act. The Buyer has no present plans or intention to carry out within the ninety (90) days immediately after the Closing any plant closing or mass layoff that would violate the Worker Adjustment and Retraining Notification Act (as amended from time to time,

the “WARN Act”) or any equivalent state or local Law at any facility of the Company or any of its Subsidiaries.

Section 4.08 Investment Representation. The Buyer is acquiring the Purchased Units for its own account with the present intention of holding the Purchased Units for investment purposes and not with a view to, or for sale in connection with, any distribution of such securities in violation of any federal or state securities Laws. The Buyer is an “accredited investor” as defined in Regulation D promulgated by the Securities and Exchange Commission under the Securities Act of 1933, as amended (the “Securities Act”). The Buyer acknowledges that it is informed as to the risks of the Transactions contemplated hereby and of ownership of the Purchased Units. The Buyer acknowledges that the Purchased Units have not been registered under the Securities Act or any other securities Laws and that the Purchased Units may not be sold, transferred, offered for sale, assigned, pledged, hypothecated or otherwise disposed of unless such transfer, sale, assignment, pledge, hypothecation or other disposition is pursuant to the terms of an effective registration statement under the Securities Act and the Purchased Units are registered under any other applicable securities Laws or sold pursuant to an exemption from registration under the Securities Act and any other applicable securities Laws.

Section 4.09 Non-Reliance.

(a) The Buyer acknowledges that none of the Seller, the Company, their respective Affiliates, agents or representatives or any other Person acting on behalf of or in concert with the Seller or the Company, has in connection with the Transactions, made or provided any representations, warranties, facts or information of any kind or nature, express or implied, oral or written, relating to the Company or to its future or historical financial condition, performance, results, operations, assets, liabilities or prospects, or otherwise relating in any way to the subject matter of this Agreement, except as specifically set forth in Articles II and III hereof or in any of the other Transaction Documents.

(b) The Buyer further acknowledges that is has relied solely on (a) the results of its own independent investigation, and (b) the representations and warranties specifically set forth in Articles II and III or in any of the other Transaction Documents and which CONSTITUTE THE SOLE AND EXCLUSIVE REPRESENTATIONS AND WARRANTIES PROVIDED TO BUYER IN CONNECTION WITH THIS AGREEMENT AND THE TRANSACTIONS, AND THE BUYER UNDERSTANDS, ACKNOWLEDGES, AGREES, REPRESENTS AND WARRANTS THAT ALL OTHER REPRESENTATIONS, WARRANTIES, FACTS OR INFORMATION OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY REPRESENTATIONS, WARRANTIES, FACTS OR INFORMATION RELATING TO THE COMPANY, ITS SUBSIDIARIES OR TO THEIR FUTURE OR HISTORICAL FINANCIAL CONDITION, PERFORMANCE, RESULTS, OPERATIONS, ASSETS, LIABILITIES OR PROSPECTS, OR RELATING TO ESTIMATES, PROJECTIONS, PLANS OR FORECASTS, OR OTHERWISE RELATING IN ANY WAY TO THE SUBJECT MATTER OF THIS AGREEMENT, ARE SPECIFICALLY DISCLAIMED, AND ARE NOT BEING RELIED UPON BY THE BUYER IN ITS DECISION TO ENTER INTO THIS AGREEMENT AND TO PROCEED WITH THE TRANSACTIONS, OR IN ITS DECISION ON HOW MUCH TO PAY FOR THE PURCHASED UNITS.

(c) The Buyer further acknowledges and agrees that to the extent that the Seller or any employee of the Company or any of its Subsidiaries has provided information in response to inquiries from the Buyer or its representatives or otherwise made available to Buyer or its representatives any information regarding the Company or any of its Subsidiaries, including, but not limited to, any estimates, projections and other forecasts and plans, or other information relating to the Company's or any of its Subsidiaries' future or historical financial condition, performance, results, operations, assets, liabilities or prospects, or otherwise relating in any way to the Company or its Subsidiaries or to the subject matter of this Agreement, beyond the representations, warranties, facts or information specifically set forth in Articles II and III or in any Transaction Document, such information has been provided on a purely voluntary basis, without consideration, and is not being relied upon in any form or fashion by the Buyer in its decision to enter into this Agreement and to proceed with the Transactions, or in its decision on how much to pay for the Purchased Units.

Section 4.10 No Other Representations or Warranties. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS ARTICLE IV AND IN ANY OTHER TRANSACTION DOCUMENTS, THE BUYER MAKES NO EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY AND ANY OTHER REPRESENTATIONS AND WARRANTIES ARE HEREBY SPECIFICALLY DISCLAIMED.

ARTICLE V POST-CLOSING AGREEMENTS AND COVENANTS

Section 5.01 Access to Books and Records; Email Forwarding.

(a) From and after the Closing, for a period of five years, the Buyer shall, and shall cause the Company and its Subsidiaries to, provide the Seller and its representatives with reasonable access, during normal business hours, to the books, records (including accountants' final work papers), properties, facilities and employees of the Company and its Subsidiaries solely with respect to periods prior to the Closing Date (provided that the Seller and its representatives shall conduct any such activities in a manner that does not unreasonably interfere with the business or operations of Buyer, the Company or their respective Subsidiaries), and in each case, solely to the extent necessary for the Seller to comply with applicable Law (including, without limitation, Laws relating to Taxes); provided that, if Seller or any of its Affiliates on the one hand, and Buyer or any of its Affiliates on the other hand, are adverse parties in any claim or litigation, Buyer shall not be required to disclose any information to the extent such information is protected by attorney-client privilege. Unless otherwise consented to in writing by the Seller (except for in accordance with bona fide document retention policies), the Buyer shall not permit the Company or its Subsidiaries, for a period of five years following the Closing Date, to destroy, alter or otherwise dispose of any of its books and records, or any portions thereof, relating to periods prior to the Closing Date and/or matters relating to this Agreement and the Transactions without first giving at least 30 days' prior written notice to the Seller and offering to surrender to the Seller such books and records or such portions thereof.

(b) From and after the Closing for a period of two years, the Buyer shall, and shall cause the Company and its Subsidiaries to, use commercially reasonable efforts to forward emails sent to the email addresses set forth on Schedule 5.01(b) as reasonably directed by the

Seller. To the extent any such emails contain confidential or proprietary information of the Company or its Affiliates, the recipients thereof agree and will agree as a condition to such forwarding not to use or disclose such confidential information.

Section 5.02 Director and Officer Liability and Indemnification.

(a) Subject to Section 5.02(f), during the period from the Closing until the six-year anniversary of the Closing Date, each of the Buyer and the Company shall, jointly and severally, indemnify and hold harmless, to the extent provided under the Company's Organizational Documents as in effect on the date hereof, each person who was or is or becomes, or is threatened to be made, a party to or witness or other participant in, or was or is or becomes obligated to furnish or furnishes documents in response to a subpoena or otherwise in connection with any threatened, pending or completed claim, action, suit, proceeding, arbitration or alternative dispute resolution mechanism, investigation, inquiry, administrative hearing, appeal or any other actual, threatened or completed proceeding, whether brought in the right of a Covered Party (as defined below) or otherwise and whether of a civil (including intentional or unintentional tort claims), criminal, administrative, arbitral or investigative nature, in each case, to the extent by reason of the fact that such person is now, or has been at any time prior to the date hereof, or who becomes prior to the Closing, a Covered Party (each, an "Indemnification Event"), from (x) any and all fees and costs, retainers, court costs, transcript costs, fees of experts, witness fees, travel expenses, duplicating, printing and binding costs, telephone charges, postage and delivery service fees and all other disbursements or expenses of any type or nature whatsoever reasonably incurred by a Covered Party in his or her capacity as such (including reasonable attorneys' fees), and (y) any and all losses, claims, damages, liabilities, judgments, fines, penalties, settlement payments, awards and amounts of any type whatsoever incurred by such Covered Party in his or her capacity as such in connection with or arising from any Indemnification Event arising out of or pertaining to the fact that the Covered Party is or was an officer, manager or director of the Company or any of its Subsidiaries (including the taking of any action or the failure to take any action as a director, manager, or officer of the Company in connection with the Transactions), whether asserted or claimed prior to, at or after Closing. Subject to Section 5.02(f), in connection with an Indemnification Event, each Covered Party will be entitled, subject to applicable Law and to the extent provided under the Company's Organizational Documents as in effect on the date hereof, to prompt advancement of such fees and expenses incurred in the defense of or other participation in any such claim, action, suit, proceeding or investigation from each of the Buyer and the Company; provided, however, that any person to whom such fees and expenses are advanced provides an undertaking, to the extent that would be required by the Delaware General Corporation Law if the Company or the applicable Subsidiary of the Company were a Delaware corporation, to repay such advances if it is ultimately determined that such person is not entitled to indemnification.

(b) During the period from the Closing until the six-year anniversary of the Closing Date, (i) the Buyer shall cause the Organizational Documents of the Company and its Subsidiaries to contain the provisions with respect to indemnification and exculpation no less favorable with respect to periods prior to the Closing than those set forth in the Organizational Documents of the Company and its Subsidiaries on the Closing Date, and (ii) the Buyer shall not, and shall not permit the Company or any of its Subsidiaries to amend, repeal or modify any provision in their respective Organizational Documents relating to the exculpation or

indemnification of any Covered Party in a manner adverse to any Covered Party (unless required by Law), it being the intent of the Parties that the Covered Parties shall continue to be entitled to such exculpation and indemnification to the full extent of the Law.

(c) At or prior to the Closing, the Company shall purchase a “tail” policy under the Company’s existing directors’ and officers’ liability insurance policy (the “Tail Policy”). The Buyer will be responsible for 50% of all costs and expenses related to the Tail Policy. During the period from the Closing until the six-year anniversary of the Closing Date, the Buyer shall cause the Company (i) to maintain such Tail Policy in full force and effect, (ii) to not amend or otherwise modify such Tail Policy and (iii) to continue to honor its obligations under such Tail Policy.

(d) In the event that after the Closing Date, the Buyer, the Company, their respective Subsidiaries, or their respective successors or assigns, (i) consolidates with or merges into any other Person and shall not be the continuing or surviving corporation or entity in such consolidation or merger or (ii) transfers all or substantially all of its properties and assets to any Person, then, and in each case, proper provision shall be made so that the successors and assigns of the Buyer, the Company or the Company’s Subsidiaries, as the case may be, honor the indemnification and other obligations of such Persons, including under this Section 5.02.

(e) The provisions of this Section 5.02 are intended to be for the benefit of, and shall be enforceable by, each Covered Party.

(f) Notwithstanding anything to the contrary in any Transaction Documents (including this Section 5.02), a Person (including a Covered Party) shall not be entitled to indemnification, exculpation or defense, or otherwise entitled to the protections afforded by this Section 5.02 or the Organizational Documents of the Company or any of its Subsidiaries (or any indemnification agreements or other agreement with the Company or any of the Subsidiaries), in each case, to the extent any liability or Proceeding otherwise entitling such Person to such rights relates to (1) any Proceeding in respect of which all of the following apply (A) Buyer or any of its Affiliates on the one hand, and such Person or Covered Party, on the other hand, are adverse parties to one another, (B) the subject of which is a breach of any covenant or agreement of Seller or such Covered Party under any Transaction Document and (C) there is a final determination made that such Person (or such Covered Party) committed intentional wrongdoing in respect of the matter(s) for which indemnification is at issue or (2) any Proceeding the subject of which is a Fraud claim against such Person (or such Covered Party) and there is a final determination made that such Person (or such Covered Party) committed Fraud in respect of the matter(s) for which indemnification is at issue.

Section 5.03 Employee Benefits.

(a) Continuation of Employment. For purposes of this Agreement, “Company Employees” shall mean any individual that is employed by (or on approved leave from) the Company or its Subsidiaries as of the Closing and remains so employed immediately following the Closing. Except with respect to the Company 401(k) Plan, the Buyer shall cause the Company and its Subsidiaries to provide the Company Employees substantially the same base salary, and with a benefits package (excluding any defined benefit pension benefits, deferred compensation, equity or equity-based compensation or benefits, and post-termination or retire health or welfare

benefits) that are substantially comparable in the aggregate to the benefits (excluding any defined benefit pension benefits, deferred compensation, equity or equity-based compensation or benefits, and post-termination or retire health or welfare benefits) provided by the Company and its Subsidiaries as of the date hereof, until the first anniversary of the Closing Date (or, if earlier, the termination date of an applicable Company Employee). Buyer or the Company shall be solely responsible for all termination and severance benefits, costs, charges and liabilities of any nature incurred with respect to the termination of a Company Employee that occurs after the Closing. Nothing contained in this Section 5.03(a) or this Agreement, express or implied: (i) shall be construed to establish, amend or modify any benefit or compensation plan, program, policy, agreement or arrangement, (ii) shall alter or limit the Company's, any Company Subsidiary's, or any of their respective Affiliates' ability to amend, modify or terminate any particular benefit or compensation plan, program, policy, agreement or arrangement after the Closing, (iii) is intended to confer upon any current or former employee or other service provider any right to employment or service or continued employment or service for any period of time, or any right to a particular term or condition of employment or service, or (iv) shall limit the ability of the Buyer or its Affiliates to terminate the employment or service of any employee or service provider at any time and for any or no reason. This Section 5.03(a) is not intended to, and shall not be deemed to confer, any rights or remedies (including any third-party beneficiary rights) upon any Person other than the Parties and their respective successors and permitted assigns.

(b) 401(k) Plan. At least two (2) Business Days prior to the Closing Date, the Company shall adopt or cause to be adopted written resolutions to terminate the Retirement Plan for Employees of BCI Broadband, LLC (the "Company 401(k) Plan") and to one hundred percent vest all participants under the Company 401(k) Plan, such termination and vesting to be effective no later than the date immediately preceding the Closing Date, it being understood that such termination shall be conditioned on the occurrence of the Closing. Prior to the execution of such resolutions, the Buyer shall be provided the opportunity to review and consent to the execution of such resolutions.

Section 5.04 Tax Matters.

(a) Cooperation on Tax Matters. The Seller and the Buyer shall (and the Buyer shall cause the Company and its Subsidiaries to) cooperate fully, as and to the extent reasonably requested by the other Party in connection with the preparation and timely filing of any Tax Return of the Seller, the Company and its Subsidiaries and any audit or other proceeding with respect to the Tax Returns or Taxes of the Seller, the Company and its Subsidiaries. Such cooperation shall include the retention and (upon the other Party's request) the provision of any information, records, or other documents reasonably relevant to any such Taxes, Tax Returns, audits or other Tax proceedings of the Seller, the Company and its Subsidiaries and making employees available on a mutually convenient basis to provide additional information and explanation of any material provided.

(b) Straddle Period Tax Returns. The Buyer and the Seller shall not take any action, or permit any action to be taken, that may prevent the Tax year of the Company or any of its Subsidiaries from ending for income Tax purposes on the Closing Date and shall, to the extent permissible under applicable Laws, elect (and have the Company and its Subsidiaries elect) to have each income Tax year of the Company and its Subsidiaries end on the Closing Date. For all

purposes under this Agreement, the amount of income Taxes of the Company and its Subsidiaries for a Straddle Period that relates to the pre-Closing portion of the Straddle Period shall be determined based on an interim closing of the books as of the end of the day on the Closing Date.

(c) Post-Closing Actions. Without first obtaining the written consent of the Seller, which consent shall not be unreasonably withheld, conditioned or delayed, neither the Buyer nor any of its Affiliates (including the Company and its Subsidiaries post-Closing) shall (i) file, amend, refile, revoke, or otherwise modify any income Tax Return of the Company or its Subsidiaries for any taxable period ending on or before the Closing Date or Straddle Period (ii) make, change or revoke any income Tax election of the Company or its Subsidiaries that has retroactive effect to any taxable period (or portion thereof) ending on or before the Closing Date; (iii) file a ruling request with any Governmental Authority that relates to the income Taxes or income Tax Returns of the Company or any of its Subsidiaries for any taxable period ending on or before the Closing Date or Straddle Period; or (iv) initiate any voluntary disclosure or discussions with any Governmental Authority regarding any income Tax liability or income Tax Return of the Company or any of its Subsidiaries for any taxable period ending on or before the Closing Date, including filing income Tax Returns in jurisdictions that the Company or any of its Subsidiaries does not currently file income Tax Returns or pay income Taxes; in each case, to the extent that any such action would reasonably be expected to negatively affect the liability for Taxes of the Seller or any of its direct or indirect equity owners for any period or require the Seller and/or its direct or indirect equity owners to amend any of their previously filed income Tax Returns.

(d) Transfer Taxes. The Buyer on the one hand, and Seller, on the other hand, will each pay, or cause to be paid, fifty percent (50%) of any documentary, stamp, sales taxes, equity transfer, or similar Tax imposed on the Seller, the Company or any of its Subsidiaries as a result of the Transactions and any related penalties or interest (collectively, "Transfer Taxes"). The parties agree to cooperate in the filing of any Tax Returns with respect to the Transfer Taxes, including promptly supplying any information in its possession that is reasonably necessary to complete such returns and the payment of such amounts due under this Section 5.04(d).

(e) Tax Sharing Agreements. All tax allocation and tax sharing agreements, arrangements, policies and guidelines, formal or informal, express or implied, that may exist between the Company or any of its Subsidiaries, on one hand, and the Seller or any of its Affiliates (other than the Company and its Subsidiaries), on the other hand, and all obligations and rights thereunder, shall terminate as of the Closing Date, and will have no further effect for any taxable year (whether the current year, a future year or a past year), and the Company and its Subsidiaries shall cease to have any liability to make or rights to receive any payment thereunder for any amounts due in respect of periods ending prior to or on or after the Closing Date.

(f) Purchase Price Allocation.

(i) The Seller and the Buyer hereby agree to allocate the Final Purchase Price increased by the liabilities of the Company and its Subsidiaries (and any other amounts representing consideration for U.S. federal income Tax purposes) among the assets of the Company and its Subsidiaries in accordance with Section 1060 of the Code, the Treasury Regulations thereunder and to file or cause to be filed in a timely fashion any information that may be required pursuant to the Code.

(ii) Within forty-five (45) days after the determination of the Final Purchase Price pursuant to Section 1.04, the Buyer shall prepare and deliver to the Seller a schedule (an “Allocation Schedule”) allocating the Final Purchase Price (including liabilities of the Company and any other amounts representing consideration for U.S. federal income Tax purposes) among the assets of the Company and its Subsidiaries deemed purchased by the Buyer, in such amounts reasonably determined by the Buyer to be consistent with Section 1060 of the Code.

(iii) The Seller shall have a period of thirty (30) days after the delivery of the Allocation Schedule (the “Response Period”) to present in writing to the Buyer notice of any objections the Seller may have to the allocations set forth therein, and the parties shall cooperate in good faith to resolve any objection (an “Allocation Objections Notice”). Unless Seller timely objects, such Allocation Schedule shall be binding on the Parties without further adjustment.

(iv) If the Seller shall raise any objections within the Response Period, the Buyer and the Seller shall negotiate in good faith and use their commercially reasonable efforts to resolve any dispute concerning such objectionable item or items raised in the Allocation Objections Notice. If the Seller and the Buyer are unable to resolve any such dispute within thirty (30) days following the delivery of the Allocation Objections Notice (or such longer period as the Seller and the Buyer shall mutually agree in writing), such dispute shall be resolved by the Accounting Arbitrator. Only items specified in the Allocation Objections Notice shall be subject to determination or adjustment by the Accounting Arbitrator. The Accounting Arbitrator’s final resolution of all items specified in the Allocation Objections Notice shall be binding upon each of the Seller and the Buyer. The fees of the Accounting Arbitrator pursuant to this Section 5.04(f)(iv) shall be paid one-half (1/2) by the Seller and one-half (1/2) by the Buyer.

(g) For U.S. federal (and applicable state and local) income Tax purposes, the Buyer and the Seller agree to report the purchase and sale of the Purchased Units, as contemplated by this Agreement, as a sale and acquisition of the assets of the Company and its Subsidiaries by the Seller and in a manner consistent with the terms of this Section 5.04(g), that both the Buyer and the Seller shall file all U.S. federal, state and local Tax Returns (including but not limited to IRS Form 8594 (Asset Acquisition of Section 1060)) consistent therewith, and that neither the Buyer nor the Seller will take any position inconsistent therewith, except to the extent otherwise required by a final “determination” within the meaning of Section 1313(a) of the Code.

Section 5.05 Return of Certain Amounts. Following the Closing, to the extent the Company or any of its Subsidiaries receives, on or before December 31, 2021, any cash described on Schedule 5.05 (to the extent such cash is excluded from the definitions of Closing Cash and Closing Working Capital and to the extent the payor thereof does not require any replacement deposit or security from the Company or its Subsidiaries), the Company shall reasonably promptly cause such amounts to be wired to an account designated by Seller. Following the Closing, to the extent the Company or any of its Subsidiaries receives, on or before December 31, 2021, any cash received from the insurance claim with respect to the insurance receivable related to the flooding that occurred in Fort Gibson (the “Fort Gibson Insurance Proceeds”), the Company shall reasonably promptly cause an amount equal to the lesser of (x) the Fort Gibson Insurance Proceeds

(net of any costs or expenses of recovery incurred following the Closing) and (y) the capital expenditures spent by the Company and its Subsidiaries prior to the Closing Date to replace the lost equipment that was the subject of the insurance claim underlying such receivable, to be wired to an account designated by Seller.

Section 5.06 Rollover/Reinvestment. If requested to do so by Seller, Buyer will consider in good faith prior to Closing permitting certain direct or indirect equity holders of the Seller to rollover or otherwise reinvest at the Closing up to [Redacted] (including amounts for subsequent investments that may be prefunded or held in reserve) into equity of Mega Broadband Investments Holdings LLC at a valuation and on terms subject to mutual agreement between Buyer and such direct or indirect equity holders (the "Potential Rollover"). The Parties shall cooperate in good faith to amend any Transaction Document to the extent reasonably necessary to take into account such Potential Rollover (if any).

Section 5.07 Further Assurances. From time to time, as and when requested by any Party and at such requesting Party's expense, the other Party shall execute and deliver, or cause to be executed and delivered, all such documents and instruments and shall take, or cause to be taken, all such further or other actions as may reasonably be necessary or desirable to evidence and effectuate the Transactions.

ARTICLE VI PRE-CLOSING AGREEMENTS AND COVENANTS

Section 6.01 Conduct of Business.

(a) Except as expressly provided by this Agreement (or the Schedules to this Agreement), as set forth on Schedule 6.01, or as the Buyer otherwise consents to in writing (such consent not to be unreasonably withheld, conditioned or delayed), during the period from the date hereof to the earlier of the Closing Date or the date of the termination of this Agreement in accordance with Article IX (the "Interim Period"), the Seller will use commercially reasonable efforts to cause the Company and its Subsidiaries to conduct their respective businesses in the Ordinary Course of Business in all material respects and the Seller shall and shall cause the Company and its Subsidiaries to:

(i) incur reasonably necessary expenditures for and to undertake and continue the projects, work and investments contemplated by the 2019 Capex Budget substantially in accordance with the schedule set forth therein (subject to immaterial increases not exceeding five percent (5%) in the aggregate of the amount in such budget);

(ii) keep in full force and effect, and use commercially reasonable efforts to protect, the Company's and each of its Subsidiaries' corporate existence;

(iii) protect material properties to the extent doing so is in the commercially reasonable interests of the Company and its Subsidiaries;

(iv) preserve all material contracts, rights, Franchises, other Permits and Intellectual Property used in the Company's or any of its Subsidiaries' businesses; provided, that the Company may enter into replacements, extensions, amendments and

revisions that are reasonably necessary in accordance with commercially reasonable practices consistent with the Ordinary Course of Business;

(v) use its commercially reasonable efforts to cause its current insurance (or reinsurance) policies not to be canceled or terminated or any of the coverage thereunder to lapse;

(vi) maintain the Real Property that is occupied or used by the Company or any of its Subsidiaries in connection with the Business and other material assets of the Company and each of its Subsidiaries in good repair, order, and condition (normal wear and tear excepted), in the Ordinary Course of Business;

(vii) maintain the books, accounts, and records of the Company and each of its Subsidiaries in accordance with GAAP and consistent with the custom and practice as used in the preparation of the Financial Statements;

(viii) maintain the Company's and each of its Subsidiaries' sales and marketing practices and expenditures in the Ordinary Course of Business;

(ix) promptly (once the Company obtains knowledge thereof) inform Buyer in writing of any material breach of any covenant hereunder by the Company or any of its Subsidiaries;

(x) refrain from selling, assigning, licensing, abandoning, permitting to lapse or transferring (including transfers to any equityholder, officer, director or executive employee of the Company and their respective Affiliates) any material Intellectual Property owned by, issued to or licensed to the Company or any of its Subsidiaries (other than non-exclusive licenses granted by the Company or its Subsidiaries to customers or vendors in the Ordinary Course of Business) or disclose, in violation of applicable Law or Data Security Requirement, to any Person any Personal Information in the possession or under the control of the Company or any of its Subsidiaries;

(xi) refrain from entering into collective bargaining agreements or other Contracts with any labor union, works council, or other labor organization or recognizing any labor union, works council, or other labor organization as the bargaining representative of any employees of the Company or its Subsidiaries;

(xii) refrain from (i) establishing, adopting, amending or terminating any Employee Benefit Plan or any other material benefit or compensation plan, policy, program, contract, agreement or arrangement that would be an Employee Benefit Plan if in effect on the date hereof, or increase or accelerate or commit to accelerate the funding, payment or vesting of the compensation or benefits provided under any Employee Benefit Plan or any other benefit or compensation plan, agreement, contract, program, policy or arrangement, (ii) other than increases in salaries to employees in the Ordinary Course of Business (and that are not material to the Company and its Subsidiaries in the aggregate), granting or announcing any cash or equity or equity-based incentive awards, bonus, severance or similar compensation or any material increase in the salaries, bonuses or other compensation and benefits payable to any of the current or former employees, officers,

directors or other service providers of the Company or any Subsidiary, (iii) hiring or otherwise entering into any employment or consulting agreement or arrangement with any current or former employees, officers, directors or other service providers of the Company or any Subsidiary whose annual compensation opportunities would exceed \$175,000, or (iv) terminating any current or former employees, officers, directors or other service providers of the Company or any Subsidiary other than for cause, whose annual compensation opportunities would exceed \$175,000;

(xiii) timely send or cause to be sent all required renewal letters pursuant to Section 626(a) of the Communications Act (47 U.S.C. Section 546(a)) to the proper Governmental Authority with respect to all Franchises of the Systems that are, or at any time after the date hereof until the Closing become, due to expire within 30 months for which the respective Governmental Authority has not timely initiated a Proceeding contemplated by Section 626(a) of the Communications Act;

(xiv) refrain from making an election (A) to change the tax classification of the Company or any of its subsidiaries for U.S. federal, state or local income Tax purposes, or (B) that could have a continuing effect on the Company or any of its Subsidiaries after the Closing, except as required by applicable Tax Law;

(xv) except as required by applicable Tax Law or GAAP, refrain from making a change to the Company's or any of its Subsidiaries' accounting or Tax reporting, principles, practices, or methods;

(xvi) refrain from settling or compromising any Tax liability, claim or assessment, file any amended Tax Return, enter into any closing agreement, surrendering any right to claim a refund, offset or other reduction in liability, or consenting to any extension or waiver of the limitations period applicable to any claim or assessment;

(xvii) enter into, terminate, renew, materially amend or waive any material rights under any Specified Contracts; including any Contract that would be a Specified Contract if it was entered into on or prior to the date hereof; and

(xviii) not take any action that, if taken prior to the date hereof, would require disclosure under Section 3.06, other than subsections (d), (e), (i), and (l) thereof.

(b) If the CCC Closing occurs prior to the Closing Date, the Seller shall (and shall cause the Company and its Subsidiaries to) use commercially reasonable efforts to integrate the business acquired under the CCC Purchase Agreement with the business of the Company and its Subsidiaries.

Section 6.02 Access to Information Prior to the Closing; Confidentiality.

(a) During the Interim Period, the Seller will (and will cause each of the Company and its Subsidiaries to) give the Buyer and its agents and representatives (including the Financing Sources and their respective representatives) reasonable access during normal business hours to the offices, facilities, properties, books and records (including Tax Returns) and senior officers of the Company and its Subsidiaries as the Buyer may reasonably request in connection

with the Transactions; provided that such access does not unreasonably interfere with the normal operations of the Company and its Subsidiaries; provided further that all requests for such access shall be directed to the Seller or such other Person as the Seller may designate in writing from time to time and with sufficient advanced notice to permit the Seller to make appropriate arrangements, in any case, not to be less than three (3) Business Days; provided further that the Company and its Subsidiaries shall not be obligated to provide such access or information if the Company determines, in its reasonable judgment after consultation with counsel, that doing so would violate applicable Law or cause a waiver of the attorney-client privilege; provided that, to the extent any information is withheld due to a waiver of such privilege, the Company shall provide to Buyer a detailed written description of such information and shall use commercially reasonable efforts to find a way to allow disclosure of such information, including entering into joint defense agreements or other arrangements, as appropriate and only to the extent such descriptions, disclosures, agreements and arrangements would not be reasonably expected to result in a waiver of privilege with Buyer.

(b) None of the Seller, the Company or any of the Company's Subsidiaries makes any representation or warranty as to the accuracy of any information (if any) provided pursuant to this Section 6.02 and the Buyer may not rely on the accuracy of any such information, in each case other than as expressly set forth in the Seller's representations and warranties contained in Article II and the Company's representations and warranties contained in Article III. Any information provided to or obtained by the Buyer pursuant to Section 6.02(a) that is "Evaluation Material" as defined in the Confidentiality Agreement dated June 17, 2019 (the "Confidentiality Agreement") by and between the Company and Northland Cable Television, Inc., shall be held by the Buyer and its agents and representatives in accordance with, and subject to, the terms of the Confidentiality Agreement. For the avoidance of doubt, the Confidentiality Agreement shall continue in full force and effect in accordance with its terms if this Agreement is terminated for any reason (but not if the Closing occurs, in which case the Confidentiality Agreement shall terminate and be of no force or effect).

Section 6.03 No Solicitation. During the Interim Period, the Seller will not (and will cause each of the Company and its Subsidiaries, and each of their respective directors, officers, employees representatives and agents not to) directly or indirectly, (a) solicit, facilitate or encourage the submission of or initiate any Acquisition Proposal, (b) engage in negotiations or discussions concerning, or provide any information to any Person in connection with, any Acquisition Proposal and (c) agree to or approve, or enter into any agreement regarding, any Acquisition Proposal. As used herein, the term "Acquisition Proposal" means any proposal relating to a possible (i) merger, consolidation or similar transaction involving the Seller, the Company or any of its Subsidiaries, (ii) sale, lease or other disposition, directly or indirectly, by merger, consolidation, share exchange or otherwise, of all or substantially all of the assets of the Seller, the Company and its Subsidiaries taken as a whole, (iii) issuance, sale or other disposition of (including by way of merger, consolidation, securities exchange or any similar transaction) securities of the Company or any of its Subsidiaries (or options, rights or warrants to purchase such securities or securities convertible into such securities), (iv) liquidation, dissolution, or other similar type of transaction with respect to the Company or any of its Subsidiaries, or (v) transaction which is similar in form, substance or purpose to any of the foregoing transactions. The Seller, the Company and each of its Subsidiaries shall cease and cause to be terminated any and all discussions with third parties regarding any Acquisition Proposal.

Section 6.04 Filings and Consents. During the Interim Period, the Seller and the Buyer shall use commercially reasonable efforts to take, or cause to be taken, all actions, and to do, or cause to be done, all things necessary, proper or advisable in compliance with applicable Laws to consummate and make effective, as soon as reasonably practicable, the Transactions. Without limiting the generality of the foregoing, the Seller and the Buyer shall give all notices, make all material required filings with or applications to Governmental Authorities, and use commercially reasonable efforts to obtain all material consents of all third parties, including Governmental Authorities, necessary to consummate the Transactions. In addition, during the Interim Period, the Parties agree to use commercially reasonable efforts to cooperate with each other in connection with the foregoing, including using commercially reasonable efforts to (a) oppose, lift or rescind any injunction or restraining order or other order adversely affecting the ability of the Parties to consummate the Transactions and (b) to cause the conditions set forth in Section 7.03, Section 7.04 and Section 7.05 to be satisfied and to consummate the Transactions.

Section 6.05 Regulatory Filings. During the Interim Period:

(a) Each of the Buyer and the Seller shall (i) make any filings required of it or any of its respective Affiliates under the HSR Act within 10 Business Days following the date hereof, (ii) make an appropriate response at the earliest reasonable practicable date to any request under the HSR Act for additional information, documents, or other materials received by it or any of its Affiliates from the Antitrust Division of the United States Department of Justice (“DOJ”), Federal Trade Commission (the “FTC”) or any other Governmental Authority under Antitrust Laws in respect of such filings or the Transactions, and each such filing shall not request early termination of the waiting period imposed by the HSR Act and (iii) cooperate with each other in connection with any such filing (including, to the extent permitted by applicable Law, providing copies of all such documents, excluding the HSR Act filings and their attachments, to the non-filing Party prior to filing and considering all reasonable additions, deletions or changes suggested in connection therewith; provided, however, that materials provided pursuant to this Section 6.05(a) may be redacted (x) to remove references concerning the valuation of the Company, the Seller, the Buyer or other confidential information, (y) as necessary to comply with contractual requirements and (z) as necessary to address reasonable privilege waiver risks) and in connection with resolving any investigation or other inquiry of any of the DOJ, the FTC or other Governmental Authority under any Antitrust Laws with respect to any such filing or the Transactions. Each Party shall promptly inform the other Party of any substantive oral communication with, and provide copies of written communications with, any Governmental Authority regarding any such filings or the Transactions. The Buyer shall be responsible for 50% of all filing fees payable in connection with the filings described in this Section 6.05.

(b) Notwithstanding anything to the contrary herein, nothing in this Agreement, including this Section 6.05 and the “reasonable best efforts” standard, shall require or be construed to require Buyer or any of its Subsidiaries or other Affiliates to take any action in connection with Antitrust Laws (i) with respect to or involving the Company or any of its Subsidiaries, to the extent that such action, individually or in the aggregate, would reasonably be expected to be materially adverse to the Company and its Subsidiaries, taken as a whole, or (ii) with respect to or involving Buyer or any of its Subsidiaries, to the extent that such action, individually or in the aggregate, would reasonably be expected to be materially adverse to the Buyer and its Subsidiaries, taken as a whole (a “Burdensome Condition”). Without the prior written consent of the Buyer (which may

be withheld for any reason or no reason at all), the Company and its Subsidiaries or other Affiliates will not take or agree to take any remedial action in connection with Antitrust Laws regardless of whether such action would constitute a Burdensome Condition.

(c) The Company and Buyer shall each, with the reasonable cooperation of the other, use commercially reasonable efforts to obtain consents with respect to the consummation of the Transactions in respect of the Contracts set forth on Schedule 6.05(c) as soon as practicable. For purposes of this Section 6.05(c) “commercially reasonable efforts” in connection with such consents will not, among other things, be deemed to require the Company or Buyer to undertake extraordinary measures, including the waiver of any condition to Closing in its favor, the initiation or prosecution of any Proceedings or the expenditure of payment of funds in excess of normal and usual administrative and processing fees, if any, or the giving of any other consideration by the Company or Buyer or any adjustment to the Aggregate Consideration with respect to seeking or obtaining any such consents.

Section 6.06 LFA Consents and Filings. During the Interim Period:

(a) The Company and Buyer shall each, with the reasonable cooperation of the other, use commercially reasonable efforts to obtain and maintain all LFA Approvals in connection with the Transactions.

(b) Without limiting the generality of the foregoing, the Company shall use commercially reasonable efforts to, within thirty calendar days after the date hereof (unless Buyer and the Company otherwise agree to a different date), prepare (for Buyer’s review and reasonable input prior to filing) and file or deliver, or cause to be prepared and filed or delivered, all applications and requests required to be filed with or delivered to a Governmental Authority that are necessary to obtain any LFA Approval in connection with the Transactions.

(c) If Buyer and the Company are unable to obtain one or more of the LFA Approvals prior to the Closing, despite using their respective commercially reasonable efforts to obtain such LFA Approvals in accordance with this Agreement and other than as a result of a breach or inaccuracy of any of the representations and warranties contained herein, from and after the Closing, none of the Seller, the Company or the Buyer shall have any further obligation with respect to obtaining such LFA Approvals or any liability arising out of or relating to the failure of such LFA Approvals to have been obtained and no Person may make a claim or recover with respect thereto (it being understood that nothing in this Section 6.06(c) shall preclude any Person from making claims with respect to the Company’s or Buyer’s, as applicable, failure to use commercially reasonable efforts to obtain all LFA Approvals or otherwise breaching any of its covenants or agreements contained in this Section 6.06 prior to the Closing).

(d) Notwithstanding anything in this Agreement to the contrary, Buyer and the Company will jointly control and manage the process of obtaining the LFA Approvals. Buyer and the Company will cooperate with each other in all commercially reasonable respects in connection with the Company’s efforts to obtain such consents and LFA Approvals. Neither Buyer nor any of its employees, agents, representatives or any other Person acting on behalf of Buyer will initiate contact with any Governmental Authority or other Person from whom a LFA Approval is sought for the purpose of seeking any amendment, modification or change to any Franchise, License,

other governmental authorization, or Contract, or for the purpose of waiving or extending the time period in which such Governmental Authority or other Person is required to act on the request for the LFA Approval, or for any other purpose that would reasonably be expected to have the result of hindering or delaying the receipt of any the Company's LFA Approval; *provided, however*, it is understood and agreed that nothing herein shall prevent Buyer (or its employees, agents, representatives or any other Person acting on behalf of the Buyer) from responding to requests (and otherwise responding to communications) initiated by Governmental Authorities or other Persons from whom a LFA Approval is sought *provided* that the Buyer shall promptly apprise the Company of all such requests and shall consult with the Company in good faith with respect to such response.

(e) The Company and its Subsidiaries shall not agree, without Buyer's prior written consent, which shall not be unreasonably withheld, to any adverse or material change to the terms of any Permit or Contract of the Company or any Subsidiary of the Company as a condition to obtaining any LFA Approval. If in connection with obtaining any such LFA Approval, a Governmental Authority or other third party requires any adverse condition or adverse change to any Permit or Contract of the Company or any Subsidiary of the Company to which such consent or approval relates that would be applicable to the Buyer, the Company or its Subsidiaries as a requirement for granting such consent or approval, the Company will promptly notify the Buyer of such fact and the Company and its Subsidiaries shall not agree to such condition or change unless the Buyer shall, in its reasonably exercised discretion, consent to such condition or change in writing. To the extent that the Buyer has not consented to any such change that is immaterial or commercially reasonable, any such LFA Approval shall be deemed obtained and received for purposes of Section 7.05(e).

(f) The Company shall or shall cause one of its Subsidiaries to (i) timely file valid requests for renewal under Section 626 of the Cable Act with the proper Governmental Authority with respect to all Franchises that will expire within 30 months of the Closing Date, except with respect to Franchises for which the Company and/or the applicable Subsidiary receives a replacement statewide Franchise covering the applicable System(s), and (ii) timely file valid requests for renewal with the proper Governmental Authority, to the extent required, with respect to all other telecommunications Franchises that will expire within six (6) months of the Closing Date.

(g) For the avoidance of doubt, any expenses incurred by any Party in connection with obtaining any LFA Approvals, other than any administrative, transfer, filing, processing and other fees imposed by a Governmental Authority, shall be paid by the Party that incurred such expenses.

Section 6.07 Intercompany Accounts. Except for this Agreement and any other agreements or instruments entered into in connection with this Agreement, prior to Closing, all intercompany accounts listed on Schedule 6.07 between Seller and/or any of its Affiliates (other than the Company and its Subsidiaries), on the one hand, and the Company and/or any of its Subsidiaries, on the other hand, shall be settled or otherwise eliminated.

Section 6.08 Debt Financing. During the Interim Period, the Seller and the Company shall use commercially reasonable efforts, and shall cause the Company's Subsidiaries to use

commercially reasonable efforts, to cooperate with Buyer as requested from time to time by Buyer in connection with any debt financing to be obtained by Buyer or its Affiliates in connection with the Transactions (the "Debt Financing"), which efforts shall include: (i) executing and delivering customary definitive financing documents as may be reasonably requested by Buyer, (ii) facilitating the providing of guarantees, granting of security interests and pledging of collateral by the Company and its Subsidiaries and (iii) furnishing Buyer and its representatives with financial and other information regarding the Company (including, without limitation, the delivery of historical financial statements for each fiscal quarter ended at least 45 days prior to the Closing) in its possession as reasonably may be requested by Buyer and all documentation and other information required under the applicable "know your customer" and anti-money laundering rules and regulations (including certifications with respect to beneficial ownership); provided, however, that Company shall not be compelled to make any binding commitment or enter into any pledge in respect of the Debt Financing that will be effective prior to the Closing, and for the avoidance of doubt, the parties hereto acknowledge that the Debt Financing is not a condition precedent to the Closing. The Company hereby consents to the use of the Company's and its Subsidiaries' logos in connection with seeking the Debt Financing. The Buyer shall indemnify and hold harmless the Seller, the Company and each Subsidiary from all liabilities, damages and expenses arising from the execution of any documents in connection with the Debt Financing.

Section 6.09 Continued Payment of Required Regulatory Fees. During the Interim Period, the Company shall keep current in all material respects the contribution and other payment obligations of the Company or any of its Subsidiaries with respect to any regulatory fees assessed by or owed to a Governmental Authority, including, but not limited to (i) the federal Universal Service Fund, Telecommunications Relay Service fund, North American Numbering Plan Administration, or Local Number Portability Administration, (ii) any state equivalent to any of the obligations referenced in the foregoing clause (i) or (iii) any LFA.

Section 6.10 Title Insurance. During the Interim Period, the Seller, the Company and its Subsidiaries shall use commercially reasonable efforts to assist Buyer and its representatives in obtaining a commitment for an ALTA Owner's Title Insurance Policy (or other form of policy acceptable to Buyer) for each parcel of Owned Real Property and each material parcel of Leased Real Property identified by Buyer (the "Material Leased Premises"), issued by a title insurance company selected by Buyer (the "Title Company"), together with a copy of all documents referenced therein (the "Title Commitments"). Such title insurance policies (which may be in the form of a mark-up of a pro forma of the Title Commitments) shall be in accordance with the Title Commitments, insuring the Company's or any of its Subsidiary's fee simple title to each Owned Real Property (other than Tower Interests and Real Property Interests) or the Company's or any of its Subsidiary's legal, valid, binding and enforceable leasehold interest in each Material Leased Premises (as the case may be) as of the Closing Date (including all recorded appurtenant easements insured as separate legal parcels) with gap coverage from the Company through the date of recording, subject only to Permitted Liens, in such amount as Buyer reasonably determines to be the value of the Real Property insured thereunder (the "Title Policies"). Each of the Title Policies shall include an extended coverage endorsement (insuring over the general or standard exceptions), ALTA Form 3.1 zoning (with parking and loading docks) and all other endorsements reasonably requested by Buyer, in form and substance reasonable satisfactory to Buyer. Buyer shall pay (or cause to be paid) all fees, costs and expenses with respect to the Title Commitments and any policies acquired with respect thereto. For the avoidance of doubt, the Buyer obtaining a Title

Commitment or Title Policy of any type or kind for all or any portion of the Real Property shall not be a condition to Closing.

Section 6.11 Survey. During the Interim Period, the Seller, the Company and its Subsidiaries shall use commercially reasonable efforts to assist Buyer in obtaining a survey for each Owned Real Property and Material Leased Premises prepared by a licensed surveyor satisfactory to Buyer and conforming to 2016 ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, including Table A Items Nos. 1, 2, 3, 4, 6, 7(a), 7(b)(1), 7(c), 8, 9, 10, 11(b), 13, 14, 15 and 16, and such other standards as the Title Company and Buyer require as a condition to the removal of any survey exceptions from the Title Policies, and certified to Buyer, Buyer's lender and the Title Company, in a form satisfactory to each of such parties (the "Surveys"). The Surveys shall not disclose any encroachment from or onto any of the Real Property or any portion thereof or any other survey defect which has not been cured to Buyer's reasonable satisfaction prior to the Closing (the "Surveys"). The Buyer shall pay (or cause to be paid) all fees, costs and expenses with respect to the Surveys. For the avoidance of doubt, the Buyer obtaining a survey of any type or kind for all or any portion of the Real Property shall not be a condition to Closing.

Section 6.12 Phase I Assessments. The Seller acknowledges and agrees that the Buyer, at its expense, may commission a non-invasive Phase I environmental site assessment (as such term is described in the American Society of Testing and Materials Standard E1527-13) and regulatory compliance review of all Owned Real Property (each, a "Phase I Assessment"). Upon reasonable request by the Buyer, the Seller will afford (or cause the Company or its Subsidiaries, as applicable, to afford) the Buyer and its representatives access to such Real Property at reasonable times and in a reasonable manner in connection with any such investigation; provided, however, that the Buyer shall not unreasonably interfere with the Seller's use and operation of the Real Property and shall indemnify the Seller (and solely prior to the Closing, the Company and its Subsidiaries) from and against all damages Seller has actually suffered, in each case, to the extent directly caused by such Phase I Assessment (but excluding any damages to the extent arising from the (x) gross negligence, bad faith or willful misconduct of the Seller, the Company or any Subsidiary (or such person's affiliates and controlling persons or any of its or their respective directors, officers, employees, partners, advisors, agents and other representatives) and/or (y) Real Property that is the subject of the Phase I Assessment). For the avoidance of doubt, the Buyer obtaining a Phase I Assessment of any type or kind for all or any portion of the Real Property shall not be a condition to Closing.

Section 6.13 Equity Commitment Letter. The Buyer agrees that it shall not terminate, or waive any provision of, the Equity Commitment Letter at any time prior to the Closing Date.

Section 6.14 Programming Agreements. Seller shall cause the Company and its Subsidiaries to promptly provide 30 days' notice of cancellation or termination to the Company's or its Subsidiaries' programming suppliers of any programming instructed by Buyer to Seller in writing within 45 days of the date of this Agreement, if such arrangements can be terminated for convenience upon 30 days' (or less) notice. Any cancellation or termination of programming pursuant to this Section 6.14 may be contingent upon the consummation of the Closing (and may state that it will be deemed automatically revoked if the Closing does not occur or this Agreement is terminated, even if the cancellation or termination of programming occurs prior to the Closing),

shall be deemed, for programming agreement purposes, to occur and be effective on or before the Closing Date and shall be in a form and substance reasonably acceptable to Buyer.

ARTICLE VII CLOSING DELIVERIES; CLOSING CONDITIONS

Section 7.01 Deliveries of the Seller. At the Closing, the Seller will deliver or cause to be delivered to the Buyer:

(a) Seller Certificate Regarding the Company. A certificate executed by the Seller, by the duly authorized Secretary (or similar officer) thereof, dated as of the Closing Date, certifying that (i) a correct and complete copy of the Certificate of Formation of the Company certified by the Secretary of State of the State of Delaware as of a date not more than 30 days prior to the Closing Date is attached thereto, (ii) a correct and complete copy of the operating agreement of the Company is attached thereto, (iii) Certificates of Good Standing of the Company issued by the Secretary of State of Delaware and each other jurisdiction in which the Company is qualified to do business, in each case, as of a date not more than 30 days prior to the Closing Date, are attached thereto and (iv) a copy of the resolutions of the Seller, as the Company's sole member, authorizing the Company's execution and delivery of this Agreement and performance of the Transactions, is attached thereto and that such resolutions were duly and validly adopted and are in full force and effect as of the Closing Date.

(b) Seller Certificate Regarding the Seller. A certificate executed by the Seller, by the duly authorized Secretary (or similar officer) thereof, dated as of the Closing Date, certifying that (i) a correct and complete copy of the Certificate of Formation of the Seller certified by the Secretary of State of the State of Delaware as of a date not more than 30 days prior to the Closing Date is attached thereto, (ii) a Certificate of Good Standing of the Seller issued by the Secretary of State of Delaware as of a date not more than 30 days prior to the Closing Date, is attached thereto, and (iii) a copy of the resolutions of the Seller's manager (or similar governing body or Person), authorizing the Seller's execution and delivery of this Agreement and performance of the Transactions, is attached thereto and that such resolutions were duly and validly adopted and are in full force and effect as of the Closing Date.

(c) Tax Certificate. A certification duly in form and substance required under the Treasury Regulations issued pursuant to Section 1445 of the Code, dated as of the Closing Date, executed by the Seller certifying in accordance with Section 1445 of the Code that the Seller is not a "foreign person" as defined in Section 1445(f)(3) of the Code.

(d) Books and Records. All minute books and equity records of the Company shall be located at the Company's headquarters.

(e) Resignations. Duly executed resignations of the managers, directors and officers, as applicable, of the Company and its Subsidiaries as set forth on Schedule 7.01(e), effective as of the Closing.

(f) Escrow Agreement. The Escrow Agreement duly executed by the Seller.

Section 7.02 Deliveries of the Buyer. At the Closing, the Buyer will deliver or cause to be delivered to the Seller:

- (a) Payment. The Closing Purchase Price pursuant to Section 1.03.
- (b) Buyer's Certificate. A certificate executed by the Buyer, by the duly authorized Secretary (or similar officer) of the Buyer, dated as of the Closing Date, certifying that (i) a correct and complete copy of the Certificate of Formation of the Buyer certified by the Secretary of State of the State of Delaware as of a date not more than 30 days prior to the Closing Date is attached thereto and (ii) Certificates of Good Standing of the Buyer issued by the Secretary of State of Delaware as of a date not more than 30 days prior to the Closing Date, are attached thereto.
- (c) Escrow Agreement. The Escrow Agreement duly executed by the Buyer and the Escrow Agent.

Section 7.03 Conditions to Each Party's Obligations. The respective obligations of the Seller and the Buyer to effect the Transactions shall be subject to the satisfaction (or waiver, if permissible under applicable Law) on or prior to the Closing Date of the following conditions:

- (a) No Restraint. No Law or judgment, order, or decree enacted, promulgated, issued, entered, amended or enforced by any Governmental Authority shall be in effect enjoining, restraining, preventing or prohibiting consummation of the Transactions or making the consummation of the Transactions illegal (a "Restraint").
- (b) No Injunction. There shall be no pending or threatened Proceeding (whether preliminary, temporary, or permanent) against the Buyer, the Seller, the Company or any of their respective Affiliates involving any challenge to, or seeking relief (monetary or otherwise) in connection with, the Transactions or that could reasonably be expected to have the effect of preventing, delaying, making illegal, imposing limitations or conditions on, or otherwise interfering with, the Transactions.
- (c) HSR Act. All applicable waiting periods (and any extensions thereof) under the HSR Act shall have expired or otherwise been terminated.

Section 7.04 Conditions to Obligations of the Seller. The obligation of the Seller to consummate the Transactions are subject to the fulfillment at or prior to the Closing of each of the following conditions (any or all of which may be waived in whole or in part by the Seller):

- (a) Representations and Warranties. The representations and warranties of the Buyer contained in Article IV shall be true and correct as of the Closing with the same force and effect as though made on and as of the Closing, except where the failure of such representations and warranties to be so true and correct would not have a material adverse effect on the ability of the Buyer to consummate the Transactions.
- (b) Performance. The Buyer shall have performed and complied in all material respects with all agreements, obligations, covenants and conditions required by this Agreement

and the Transaction Documents to be so performed or complied with by the Buyer at or prior to the Closing.

(c) Buyer's Certificate. The Buyer shall have delivered to the Seller a certificate, dated as of the Closing Date, executed by the Buyer, by a duly executed officer of the Buyer, certifying the fulfillment of the conditions specified in Sections 7.04(a) and 7.04(b) hereof.

Section 7.05 Conditions to the Buyer's Obligations. The obligation of the Buyer to consummate the Transactions are subject to the fulfillment at or prior to the Closing of each of the following conditions (any or all of which may be waived in whole or in part by the Buyer):

(a) Representations and Warranties. (i) The Fundamental Representations shall be true and correct in all material respects (except that the representations and warranties which are qualified as to "materiality", "materially", "in all material respects", or "Material Adverse Effect" and words of similar import set forth within such representations and warranty shall be true and correct in all respects as so qualified) as of the date hereof and as of Closing with the same force and effect as though made on and as of the Closing (other than those representations and warranties that address matters only as of a particular date or only with respect to a specific period of time, which need only be accurate as of such date or with respect to such period), (ii) the representations and warranties set forth in Section 3.04 (the "Capitalization Rep") shall be true and correct in all respects as of the date hereof and as of the Closing with the same force and effect as though made on and as of the Closing and (iii) the representations and warranties contained in Articles II and III (other than the Fundamental Representations and the Capitalization Rep) shall be true and correct as of the date hereof and as of Closing with the same force and effect as though made on and as of the Closing (other than those representations and warranties that address matters only as of a particular date or only with respect to a specific period of time, which need only be accurate as of such date or with respect to such period), except where the failure of such representations and warranties to be so true and correct would not have a Material Adverse Effect (disregarding all qualifications or limitations as to "in all material respects", "materiality", "materially", or "Material Adverse Effect" and words of similar import set forth within such representations and warranty).

(b) Performance. The Seller and the Company shall have performed and complied in all material respects with all agreements, obligations, covenants and conditions required by this Agreement and the Transaction Documents to be so performed or complied with by the Seller and the Company at or prior to the Closing.

(c) Seller's Certificate. The Seller shall have delivered to the Buyer a certificate, dated as of the Closing Date, executed by Seller, by a duly authorized officer of the Seller, certifying the fulfillment of the conditions specified in Sections 7.05(a), 7.05(b) and 7.05(d) hereof.

(d) No Material Adverse Effect. Since the date of this Agreement, there shall not have been any Material Adverse Effect.

(e) LFA Approvals. The LFA Approvals with respect to Franchises that represent, in aggregate, not less than 85% of Unique Customer Relationships in the Systems (A)

shall have been received, (B) shall be deemed to have been received in accordance with Section 617 of the Communications Act (47 U.S.C. Section 537) or (C) shall not be required by applicable Law (including those areas where the operations of the Company and its Subsidiaries is lawfully operated without a Franchise) or under any applicable Franchise.

(f) Government Approvals. All required approvals of the FCC or any State PUC with respect to the Transactions shall have been obtained.

(g) Payoff Letters. Payoff letters (in a form reasonably acceptable to Buyer) (the "Payoff Letters") at least two Business Days prior to the Closing Date, from the holders of Indebtedness set forth on Schedule 7.05(g).

ARTICLE VIII TERMINATION

Section 8.01 Termination. This Agreement may be terminated and the Transactions may be abandoned at any time prior to the Closing Date:

- (a) at any time, by mutual written agreement of the Seller and the Buyer;
- (b) by the Buyer, on the one hand, or the Seller, on the other hand, upon notice to the other Parties, if the Transactions have not been consummated on or prior to December 31, 2019 or such later date, if any, as the Buyer and the Seller may agree upon in writing (the "Outside Date"); provided, however, that the right to terminate this Agreement pursuant to this Section 8.01(b) shall not be available to any Party whose breach of any provision of this Agreement results in or causes the failure of the Transactions to be consummated by the Outside Date; provided, that the Party whose breach resulted in or causes the failure of the Transactions to be consummated by the Outside Date may terminate the Agreement on or after the date that is 60 days following the Outside Date so long as there are no Proceedings pending at such time relating to such breach;
- (c) by the Buyer or the Seller if any Restraint shall have become final and non-appealable; provided, however, that the right to terminate this Agreement under this Section 8.01(c) shall not be available to a Party if such Restraint was primarily due to the failure of such Party to perform any of its obligations under this Agreement;
- (d) by the Seller, if (i) the Buyer has breached or failed to perform any of its covenants or other agreements contained in this Agreement or any Transaction Document to be complied with by it such that the closing conditions set forth in Section 7.04(b) would not be satisfied or (ii) there exists a breach of any representation or warranty of the Buyer contained in this Agreement or any Transaction Document such that the closing condition set forth in Section 7.04(a) would not be satisfied, and in the case of both (i) and (ii) above, such failure to perform or breach is not cured within 30 days after receipt of written notice thereof from the Seller or is incapable of being cured by the Buyer by the Outside Date; provided, however, that the right to terminate this Agreement under this Section 8.01(d) shall not be available to the Seller if Seller or the Company is in material breach of any representation or warranty or has failed to perform in any material respect any of its covenants or other agreements contained in this Agreement or any Transaction Document; or

(e) by the Buyer, if (i) the Company or Seller has breached or failed to perform any of its covenants or other agreements contained in this Agreement or any Transaction Document to be complied with by it such that the closing condition set forth in Section 7.05(b) would not be satisfied or (ii) there exists a breach of any representation or warranty of the Company or the Seller contained in this Agreement or any Transaction Document such that the closing condition set forth in Section 7.05(a) would not be satisfied, and in the case of both (i) and (ii) above, such failure to perform or breach is not cured within 30 days after receipt of written notice thereof from the Buyer or is incapable of being cured by the Company or the Seller by the Outside Date; provided, however, that the right to terminate this Agreement under this Section 8.01(e) shall not be available to the Buyer if the Buyer is in material breach of any representation or warranty or has failed to perform in any material respect any of its covenants or other agreements or contained in this Agreement or any Transaction Document.

Section 8.02 Procedure and Effect of Termination. In the event of the termination of this Agreement and the abandonment of the Transactions pursuant to Section 8.01, this Agreement shall become void and there shall be no liability on the part of any Party, except that (a) the provisions of this Article VIII and Article XI (other than Section 11.14) (to the extent applicable) will each survive any termination of this Agreement, (b) nothing herein shall relieve or release any Party from any liability to any other Party for any willful breach of any of its representations and warranties set forth in this Agreement, and (c) nothing herein shall relieve or release any Party from any liability to any other Party for any willful breach of its covenants or agreements (excluding the representations and warranties) set forth in this Agreement occurring prior to such termination. Notwithstanding any provision herein to the contrary, if the transactions contemplated by this Agreement shall be terminated for any reason, the Buyer shall return all documents and other materials received from the Seller, the Company, any of its Subsidiaries and/or any of their respective representatives relating to the Company, its Subsidiaries, any of their respective businesses and/or any of the transactions contemplated hereby, whether so obtained before or after the execution of this Agreement.

ARTICLE IX

NON-SURVIVAL OF REPRESENTATIONS AND WARRANTIES

None of the representations or warranties of the Buyer, Seller or the Company set forth in this Agreement shall survive the Closing and there shall be no liability resulting from any inaccuracy in or breach of any of the representations or warranties set forth in this Agreement or any exhibit or schedule hereto (including any Schedule hereto) or by Buyer, Seller or the Company in any other Transaction Document, including any certificate delivered hereunder. This Article IX shall not limit any covenant or agreement of the Parties which by its terms contemplates performance after the Closing (including the Restrictive Covenant Agreements). No claim shall be brought or maintained by any Party hereto or any of its successors or assigns against any present or former officer, director, manager, employee or Affiliate of any Party which is not otherwise expressly identified as a Party, and no recourse shall be brought or granted against any of them, by virtue of or based upon any inaccuracy in or breach of any of the representations or warranties of any Party set forth or contained in this Agreement or any exhibit or schedule hereto (including any Schedule hereto), made in connection with the Transactions or any certificate delivered hereunder. Notwithstanding anything to the contrary in this Agreement or in any Transaction

Document, nothing in this Agreement or in any Transaction Document shall limit, prejudice or otherwise restrict any claim or remedy available to Buyer or its Affiliates in the event of Fraud.

ARTICLE X DEFINITIONS

Section 10.01 Definitions. For purposes hereof, the following terms, when used herein with initial capital letters, shall have the respective meanings set forth herein:

“2019 Capex” means fiscal year 2019 Capital Expenditures, as determined in accordance with GAAP and, to the extent consistent therewith, the past practices of the Company and its Subsidiaries (including as applied in the 2018 capitalized labor and overhead memorandum attached hereto as Exhibit C), that have been incurred by the Company or any of its Subsidiaries (whether or not paid), with respect to the Systems for the period commencing on January 1, 2019 and ending at the Reference Time. 2019 Capex shall not include expenditures that exceed the 2019 Capex Budget by more than 5%, unless otherwise agreed by the Buyer in writing. For purposes of determining the 2019 Capex, as applicable, (x) only items that the Company and its Subsidiaries have title to and that qualify as an asset within property, plant and equipment on the Company's balance sheet, prepared in accordance with GAAP and the accounting policies used in the Interim Financial Statements, will be included and (y) any Capital Expenditures related to replacing, fixing, repairing or upgrading items or PP&E damaged by the flood that occurred at the Fort Gibson headend during May and June, 2019 shall be excluded from 2019 Capex.

“2019 Capex Baseline Amount” means an amount equal to (x) (i) the number of days elapsed between January 1, 2019 and the Reference Time (ii) divided by 365, multiplied by (y) the 2019 Capex Budget.

“2019 Capex Budget” means [Redacted]

“2019 Low Capex Amount” means an amount equal to (x) (i) the number of days elapsed between January 1, 2019 and the Reference Time (ii) divided by 365, multiplied by (y) [Redacted]

“Affiliate” of any particular Person means any other Person controlling, controlled by or under common control with such particular Person. For the purposes of this definition, “control” means the possession, directly or indirectly, of the power to direct the management and policies of a Person whether through the ownership of voting securities, by contract or otherwise.

“Aggregate Consideration” means [Redacted] ; provided that, if the CCC Closing has not occurred prior to the Closing Date hereunder, then “Aggregate Consideration” shall instead mean [Redacted] .

“Anti-Corruption Laws” means all U.S. and non-U.S. applicable Laws relating to the prevention of corruption and bribery, including, the U.S. Foreign Corrupt Practices Act of 1977, as amended, and the UK Bribery Act of 2010.

“Antitrust Laws” means the Sherman Act, the Clayton Act, the HSR Act, the Federal Trade Commission Act and all other applicable Laws issued by a Governmental Authority that are

designed or intended to prohibit, restrict or regulate actions having the purpose or effect of monopolization or restraint of trade or lessening of competition through merger or acquisition.

“Basic Video Services” means the lowest most widely penetrated tier of cable television programming sold to customers as a package (i.e., the tier to which all video customers are required to subscribe), including broadcast and satellite service programming, for which a customer pays a fixed monthly fee, but not including Pay TV or Expanded Video Services.

“BCI Management Agreement” means Amended and Restated Management Agreement, dated March 18, 2015, between BCI Broadband Holdings, LLC and BCI Management, LLC, as amended.

“Business” means the business engaged in by the Company and its Subsidiaries as currently conducted, including the business of providing customers, via the Systems, with Cable Services, High Speed Internet Services, Telephony Services and other services conducted by the Company or any of its Affiliates on the date of this Agreement.

“Business Day” means any day except Saturday, Sunday or any other day on which banks in the State of New York are closed for business.

“Cable Act” means Title VI of the Communications Act, the Cable Communications Policy Act of 1984, the Cable Television Consumer Protection and Competition Act of 1992, and the provisions of the Telecommunications Act of 1996 amending Title VI of the Communications Act, in each case as amended and in effect from time to time.

“Capital Expenditures” means any capital expenditures of the Company and its Subsidiaries, including for fiber interconnects, System upgrade projects currently in process or planned by the Company or any of its Subsidiaries, customer premise equipment and equipment but excluding any expenditures for repair or replacement of property or equipment damaged or destroyed by casualty, theft or loss.

“Capital Stock” means (i) in the case of a corporation, any and all shares (however designated) of capital stock, (ii) in the case of an association or business entity, any and all shares, interests, participations, rights or other equivalents (however designated) of capital stock, (iii) in the case of a partnership or limited liability company, any and all partnership or membership interests (whether general or limited), (iv) in any case, any other interest or participation that confers on a Person the right to receive a share of the profits and losses of, or distributions of assets of, the issuing Person and (v) in any case, any right to acquire any of the foregoing.

“CCC Excess Amount” means an amount equal to [Redacted], *minus* the CCC Purchase Price.

“CCC Closing” means the Closing, as defined in the CCC Purchase Agreement.

“CCC Purchase Agreement” means that certain Asset Purchase Agreement, dated as of June 27, 2019, by and among Vyve Broadband A, LLC, B&D Cable Company, LLC and Community Communications Company, as provided to Buyer prior to the date hereof.

“CCC Purchase Price” means the sum of (i) [Redacted] (minus the amount, if any, set forth in the proviso of Section 3.1(i) of the CCC Purchase Agreement), and (ii) any payments required to be made and actually made by Buyer or the Company pursuant to Section 6.20 of the CCC Purchase Agreement.

“Closing Cash” means the aggregate amount of all cash and cash equivalents of the Company and its Subsidiaries (including, for the avoidance of doubt, all third party checks held by the Company or any of its Subsidiaries in any bank account that have not yet cleared and excluding (i) any segregated, restricted or trapped cash and cash equivalents and (ii) any cash held in escrow or on deposit from or on behalf of a third party), calculated net of outstanding checks and determined in accordance with GAAP, as of the Reference Time (but decreased by the amount of any cash dividends or distributions and any amounts of cash used to pay Indebtedness or Company Transaction Expenses, in each case made subsequent to the Reference Time and prior to the Closing). For the avoidance of doubt, any deposits to utility companies or other service providers or landlords will not be included in Closing Cash.

“Closing Indebtedness” means the aggregate amount of all Indebtedness as of immediately prior to the Closing.

“Closing Purchase Price” means an amount equal to (a) the Aggregate Consideration, minus (b) the Escrow Amount, minus (c) the amount, if any, by which Estimated Closing Working Capital is less than Target Working Capital, plus (d) the amount, if any, by which Estimated Closing Working Capital is greater than the Target Working Capital, plus (e) the amount of the Estimated Closing Cash, minus (f) the amount of the Estimated Closing Indebtedness, minus (g) the Estimated Company Transaction Expenses that are unpaid as of the Closing, minus (h) the amount by which (if any) Estimated 2019 Capex is less than the 2019 Low Capex Amount.

“Closing Working Capital” means Working Capital as of the Reference Time.

“COBRA” means Part 6 of Subtitle B of Title I of ERISA, Section 4980B of the Code and any similar state Law.

“Code” means the Internal Revenue Code of 1986, as amended.

“Commercial HSI Subscribers” means the total number of active commercial customers billed by individual unit for any High Speed Internet Service or Fixed Wireless Internet Service.

“Commercial Software License” means licenses of software programs that are generally commercially available to the public or businesses, which have been non-exclusively licensed to the Company and/or any of its Subsidiaries pursuant to “click-wrap,” “click to download,” “browsewrap” or “shrink-wrap” end-user licenses solely for their own internal use with a replacement cost or aggregate fee, royalty, or other consideration for any such software or group of related software licenses of no more than \$100,000.

“Commercial Video Subscribers” means the accounts not billed by individual unit that subscribe to at least Basic Video Service. Each “Commercial Video Subscriber” is reported as an equivalent billing unit (“EBU”). The calculation of each EBU equals the quotient of (i) the total monthly billings to such customers for Basic Video Service and Expanded Video Services, divided

by (ii) the published standard residential rates for Basic Video Services and Expanded Video Services billed to residential Basic Video Service and Expanded Video Service customers.

“Commercial Voice Subscribers” means the total number of active commercial customers billed by individual unit for any Voice Service.

“Communications Act” means the Communications Act of 1934, as amended, 47 U.S.C. 151 *et seq.*, including amendments by the Cable Communications Policy Act of 1984, the Cable Television Consumer Protection and Competition Act of 1992 and the Telecommunications Act of 1996, as amended, and in effect from time to time.

“Communications Laws” means (a) the Communications Act and the rules, regulations, published decisions and published policies of the FCC thereunder, (b) state communications statutes, and the rules, regulations, published decisions and published policies of any State PUC thereunder and (c) local applicable laws, published decisions and published policies governing or promulgated by any LFA, in each case (a) through (c) as amended and in effect from time to time.

“Company Transaction Expenses” means (i) all fees, costs and expenses incurred by the Seller (which the Company or any Subsidiary thereof is responsible to pay) or by the Company and/or its Subsidiaries at or prior to the Closing in connection with the consummation of the Transactions and/or the preparation, negotiation, execution, performance and/or consummation of this Agreement, the other Transaction Documents, the Closing and the CCC Purchase Agreement and the CCC Closing (in each case, including the fees, costs and expenses of any financial advisor, legal counsel, accountant, agent, auditor, broker, expert or other advisor or consultant retained by or on behalf of the Seller, the Company or any of its Subsidiaries), (ii) one-half of the Shared Expenses, (iii) all fees, expenses or other payments made in order to obtain any consents or approvals or to give notices in connection with the Transactions, (iv) the Transaction Bonuses and (v) the employer’s share of payroll, social security, unemployment or similar Taxes imposed with respect to the foregoing; provided, that “Company Transaction Expenses” shall not include (x) any Shared Expenses, except as set forth in subsection (ii) or (y) any items that are paid prior to the Reference Time.

“Contract” means any contract, commitment, purchase order, mortgage, note, bond, license, lease or other agreement or instrument.

“Copyright Act” means the Copyright Act of 1976, as amended, and the published rules and regulations and decisions of the Copyright Office thereunder, as in effect from time to time.

“Copyright Office” means the United States Copyright Office.

“Covered Party” means a director, manager or officer of the Company or any of its Subsidiaries for whom indemnification or exculpation is provided pursuant to the Company’s Organizational Documents; and, for the avoidance of doubt any such individual person shall be, and be considered, a Covered Party or an Indemnified Party (with all the benefits thereof) for all purposes under this Agreement and under the Organizational Documents, respectively, of the Company and its Subsidiaries, provided that such person is or would be a Covered Party for such purpose by virtue of being a director, manager or officer without regard to (A) whether such person is also a limited liability member of the Company or any of its Subsidiaries, or an owner of any

other interest in such companies or any other entity and (B) the capacity in which such person may be named, sued or otherwise claimed against or implicated in respect of any such matter for which such person seeks indemnification or exculpation.

“Data Security Requirements” means the following, in each case to the extent relating to the conduct of the business of the Company or any of its Subsidiaries, any privacy, security or security breach notification requirements, any Information System, any Personal Information, or any matters relating to data privacy, protection, or security: (i) applicable Laws; (ii) the Company’s and its Subsidiaries’ own respective rules, policies, and procedures; (iii) payment card industry data security standards; and (iv) Contracts to which the Company or any of its Subsidiaries is bound. Data Security Requirements shall include all Privacy Laws.

“Employee Benefit Plan” means each “employee benefit plan” (as such term is defined in Section 3(3) of ERISA) and each other benefit or compensation plan, policy, agreement, program or arrangement, including but not limited to any stock option, stock purchase, restricted stock unit, stock appreciation, phantom equity, or other equity or equity based incentives, employment, consulting, severance, separation pay, bonus, commissions, retention, stay bonuses, change in control or transaction or other compensation plans, programs, or arrangements maintained, sponsored or contributed or required to be contributed to by the Company and/or any of its Subsidiaries, or otherwise with respect to which the Company or any of its Subsidiaries has any current or contingent obligation.

“Enforceability Exceptions” means, with respect to enforcement of the terms and provisions of this Agreement, (i) the effect of any applicable Law of general application relating to bankruptcy, reorganization, insolvency, moratorium or similar Laws affecting creditors’ rights and relief of debtors generally and (ii) the effect of general principles of equity, including general principles of equity governing specific performance, injunctive relief and other equitable remedies (regardless of whether such enforceability is considered in a Proceeding in equity or at law).

“Environmental Laws” means all applicable federal, state, local and foreign Laws concerning public or worker health or safety, pollution or protection of the environment, including concerning emissions, discharges, releases or threatened releases, or the manufacture or use, of Hazardous Materials.

“Escrow Agent” means Wilmington Trust, N.A.

“Escrow Agreement” means the Escrow Agreement substantially in the form of Exhibit A attached hereto and entered into as of the Closing by and among the Buyer, the Seller and the Escrow Agent.

“Escrow Amount” means an amount equal to [Redacted].

“Ex-Im Laws” means all U.S. and non-U.S. applicable Laws relating to export, reexport, transfer and import controls, including the Export Administration Regulations, the International Traffic in Arms Regulations and the customs and import Applicable Laws administered by U.S. Customs and Border Protection and the EU Dual Use Regulation.

“Expanded Video Services” means the second most widely penetrated tier of cable television programming sold to customers as a package, which does not include Pay TV or any movie or variety tier, for which a customer pays a fixed monthly fee.

“FAA” means the Federal Aviation Administration.

“FCC” means the Federal Communications Commission.

“Federal Trade Commission Act” means the Federal Trade Commission Act of 1914, as amended.

“Final Purchase Price” means an amount equal to (a) the Aggregate Consideration, minus (b) the Escrow Amount, minus (c) the amount, if any, by which Final Closing Working Capital is less than Target Working Capital, plus (d) the amount, if any, by which Final Closing Working Capital is greater than the Target Working Capital, plus (e) the amount of the Final Closing Cash, minus (f) the amount of the Final Company Transaction Expenses, minus (g) the amount of the Final Indebtedness Amount, plus (h) the amount by which (if any) the Final 2019 Capex is greater than the 2019 Capex Baseline Amount and minus (i) the amount by which (if any) the Final 2019 Capex is less than the 2019 Low Capex Amount.

“Financing Sources” means, collectively, the lenders and other additional lead arrangers, bookrunners, managers, arrangers, agents, co-agents or lenders who provide, or agree to provide, Debt Financing, together with their respective Affiliates and representatives and their respective successors, and assigns, including pursuant to joinder agreements entered into and in connection therewith.

“Fixed Wireless Internet Services” means internet access services offered by a System to customers through a fixed wireless access point.

“Franchise” means each franchise (as such term is defined in the Communications Act), and any renewal thereof, including the franchise agreements, operating permits and similar governing agreements, instruments, approvals, authorizations, acknowledgements and similar rights, granted by a Governmental Authority authorizing the construction, installation, upgrade, maintenance and operation of any part of the Systems.

“Fraud” means an intentional common law fraud with the intent to deceive or mislead (and not a constructive fraud, equitable fraud or promissory fraud or negligent misrepresentation or omission, or any form of fraud based solely on recklessness or negligence) in the making of representations and warranties in this Agreement by the Seller or in any Transaction Document by the Person making such representation and warranty.

“Fundamental Representations” means the representations and warranties set forth in Sections 2.01, 2.02, 2.03, 2.04, 2.05, 3.01, 3.02, 3.03(a), 3.04 and 3.22.

“GAAP” means United States generally accepted accounting principles.

“Governmental Authority” means any government or political subdivision thereof, whether federal, state, local or foreign, or any agency, department or instrumentality of any such

government or political subdivision thereof, or any federal, state, local or foreign court or arbitrator (public or private).

“Hazardous Materials” means any substance, material or waste that is regulated, defined, or otherwise characterized as a “hazardous substance,” “hazardous waste,” “hazardous material,” “pollutant” or “contaminant,” or for which liability or standards of conduct may be imposed, under any Environmental Law, including the Comprehensive Environmental Response Compensation and Liability Act; the Toxic Substances Control Act; the Resource Conservation Recovery Act; the Clean Water Act; the Safe Drinking Water Act; the Clean Air Act; or any other analogous and applicable Law.

“High Speed Internet Services” means internet access and backbone connectivity services offered by a System to customers through a cable modem, cable modem termination system, cell tower backhaul or fiber optic point to point traffic, including residential and commercial high speed internet, wireless internet services, fiber, WAN services and similar services.

“Homes Passed” means each (i) commercial location served or previously served by a System, and (ii) residential home or dwelling unit, including each residential single family home and individual dwelling unit within a multi-family complex, that can be connected to a System.

“Hosted Voice Lines” means the total number of voice lines utilized by all Hosted Voice Subscribers.

“Hosted Voice Services” means a fully managed cloud-based telephone service that offers advanced communication solutions.

“Hosted Voice Subscriber” means an active customer of Hosted Voice Services of a System.

“HSR Act” means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the rules and regulations promulgated thereunder.

“Indebtedness” means, without duplication, the sum of (i) all obligations of the Company and its Subsidiaries for indebtedness for borrowed money (excluding, for the avoidance of doubt, any trade payables, accounts payable and other similar liabilities to the extent included in the calculation of Working Capital), (ii) all amounts drawn and outstanding under any bond or letter of credit or owed with respect to any guaranty, (iii) the capitalized amount of any obligations under any capitalized leases (or leases classified as finance leases in the Financial Statements) (or leases required to be capitalized in accordance with GAAP), (iv) all outstanding severance obligations, deferred compensation, unsatisfied, unfunded or underfunded obligations under any pension plan and any post-employment benefits (v) all liabilities and obligations for the deferred purchase price of property or services in respect of which the Company or any of its Subsidiaries is liable, contingently or otherwise, as obligor or otherwise (including deferred purchase price liabilities related to past acquisitions, whether contingent or otherwise, including “earn-out” or similar payments or obligations, in each case, calculated at the maximum amount payable with respect thereto), (vi) any accrued and unpaid Taxes owed by the Company or any of its Subsidiaries, (vii) declared but unpaid dividends or distributions to the shareholders or other equity holders of any of the Company or any of its Subsidiaries, (viii) to the extent not already included in clause (vi)

above, the employer's share of any payroll, social security, unemployment or similar Taxes imposed on any of the foregoing, (ix) amounts and obligations to BCI Management, LLC or to Seller or to any of their respective Affiliates, including under the BCI Management Agreement (x) all guarantees by the Company and/or any of its Subsidiaries of obligations of the type referred to in clauses (i) through, (ix) of other Persons, and (xi) all obligations of the Company and its Subsidiaries for any prepayment penalties, premiums, breakage costs, fees and other costs and expenses associated with repayment as well as any accrued but unpaid interest relating to any of the foregoing.

"Information Systems" means the software, computer hardware, firmware, information technology equipment and infrastructure, data processing, information, communications, networks and peripherals, including any outsourced systems and processes, and other similar or related items that are used or relied on by the Company or any of its Subsidiaries for purposes other than the delivery of services over the Company's or any of its Subsidiaries' Systems.

"Insider" means any officer, director, executive employee, partner or Affiliate, as applicable, of the Seller, the Company or any of its Subsidiaries or any spouse or descendent (whether natural or adopted) of any director or officer of the Company or any of its Subsidiaries, or any entity in which any of the foregoing Persons controls or owns, or is otherwise entitled to, a 5% or greater direct or indirect beneficial interest.

"Intellectual Property" means all of the following throughout the world, including all rights in, arising out of, or associated therewith with any of the following: (i) trademarks, service marks, trade dress, trade names, corporate names, social media accounts, internet domain names, designs, logos, slogans, and all other designations of origin (together with the goodwill of the business symbolized by the foregoing), including all registrations and registration applications therefor, (ii) inventions (whether or not patentable), patents and patent applications (together with all reissuances, provisionals, continuations, continuations-in-part, divisionals, revisions, extensions and reexaminations thereof), (iii) works of authorship, copyrights, and registrations and registration applications therefor, (iv) trade secrets, invention disclosures, confidential or proprietary information (including customer and supplier lists, pricing and cost information, and business and marketing plans and proposals), know-how, data, databases, collections of data, models, algorithms, tools, processes, methodologies, and methods (collectively, "Trade Secrets"), (v) computer software, including operating systems, applications, routines, interfaces, and algorithms, whether in source code, executable code, or object code, and (vi) all other intellectual property rights and rights of publicity.

"Knowledge of the Company" or "Knowledge of the Seller" means the actual knowledge of Jeffrey S. DeMond, Andrew C. Kober or Marie Censoplano, and the knowledge that such individuals would have in the reasonable performance of their duties.

"Law" means, with respect to any particular Person, any statute, law (including common law), judgment, award, injunction, ordinance, order, rule or regulation of a Governmental Authority applicable to such Person, as the case may be, including any unclaimed property, escheat or similar law.

“Leased Real Property” means all leasehold or subleasehold estates and other rights to use or occupy any land, buildings, structures, towers, improvements, fixtures or other interest in real property held by the Company or any of its Subsidiaries.

“LFA” means any state or local Franchise authority or other Governmental Authority from which one or more LFA Approvals must be obtained.

“LFA Approvals” means all consents, approvals or waivers required to be obtained from any state or local franchising authority with respect to the transactions contemplated hereby.

“License” means any license, registration, accreditation, approval, qualification, provider number, right, privilege, consent, Permit or other authorization (other than a Franchise) issued by any Governmental Authority, including the FCC, used in the operation of the business of the Company and its Subsidiaries and the Systems, including TV translator station licenses and microwave licenses, cable television relay services and television receive only earth station registrations, including all amendments thereto and renewals, supplements, or modifications thereof.

“Liens” means any lien, mortgage, pledge, security interest, license, conditional sale or other title retention agreement or encumbrance.

“Material Adverse Effect” means any event, development, effect, circumstance, occurrence, change or fact that, individually or in the aggregate, have or would reasonably be expected to have a material adverse effect (a) on the business, operations, results of operations, assets, liabilities or condition (financial or otherwise) of the Company and its Subsidiaries, taken as a whole or (b) on the ability of the Seller or the Company to perform their obligations hereunder; provided that, for purposes of this Agreement, a Material Adverse Effect shall not include: (i) changes in or to the cable television or telecommunications industry, or technology utilized either currently or in the future, developed, for use in such industries or any markets in which the business of the Company and its Subsidiaries operate, (ii) general economic, regulatory or political conditions or changes, (iii) changes in or the condition of financial, banking or securities markets (including any disruption thereof and any decline in the price of any security or any market index), (iv) military action or any act of terrorism, (v) changes in Law or GAAP after the date hereof, (vi) any “Act of God”, including, but not limited to, any tornado, hurricane, ice storms, fire, earthquake or other natural disaster, and (vii) the failure of the Company or its Subsidiaries to meet or achieve the results set forth in any projection, estimate, forecast or plan (but not the underlying cause thereof); provided that, in the case of subsections (i), (ii), (iii), (iv), (v), or (vii), only to the extent that such effect does not have a disproportionate adverse effect on the Company or its Subsidiaries compared to similarly situated participants in the industries in which the Company and its Subsidiaries operate.

“Multiemployer Plan” shall have the meaning set forth in Section 3(37) of ERISA.

“Ordinary Course of Business” means such action is consistent with the past customs and practices of such Person and is taken in the ordinary course of business of such Person (including as to frequency, quantity and magnitude).

“Organizational Documents” means (i) in the case of any Person organized as a corporation, the certificate or articles of incorporation of such corporation (or, if applicable, the memorandum and articles of association of such corporation) and the bylaws of such corporation, (ii) in the case of any Person organized as a limited liability company, the certificate of formation or organization and the limited liability company agreement or operating agreement of such limited liability company, (iii) in the case of any Person organized as a limited partnership, the certificate of limited partnership and limited partnership agreement of such limited partnership, (iv) in the case of any other Person, all constitutive or organizational documents of such Person which address matters relating to the business and affairs of such Person similar to the matters addressed by the documents referred to in clauses (i) through (iii) above in the case of Persons organized as corporations, limited liability companies or limited partnerships and (v) any amendment to any of the foregoing.

“Owned Real Property” means all land, together with all buildings, structures, towers, improvements and fixtures located thereon, including, without limitation, all easements and other rights and interests appurtenant thereto, owned by the Company or any of its Subsidiaries.

“Pay TV” means, for each System, premium programming services selected by and sold to customers on an a la carte basis for monthly fees in addition to the fee for Basic Video Services or Expanded Video Services.

“Permit” means any permit, license, certification, consent, Licenses, Franchises, approval or authorization of, or registration with, any Governmental Authority.

“Permitted Liens” means (i) Liens in respect of Taxes or other governmental charges not yet due and payable or the amount or validity of which is being contested in good faith by appropriate proceedings by the Company and/or any of its Subsidiaries and for which appropriate reserves have been established in accordance with GAAP, (ii) Liens of landlords and mechanics’, carriers’, workers’, repairers’ and similar Liens arising or incurred in the Ordinary Course of Business and for which appropriate reserves have been established in accordance with GAAP, (iii) zoning, entitlement, building, environmental and other land use regulations imposed by Governmental Authorities having jurisdiction over any of the Leased Real Property which are not violated in any material respect by the occupancy, current use and operation of the Leased Real Property, (iv) covenants, conditions, restrictions, easements and other similar matters of record or otherwise disclosed on title surveys affecting any of the Real Property subject to the Real Property Leases which do not materially impair the occupancy, value, or use thereof for the purposes for which it is currently used or proposed to be used by the Company and/or any its Subsidiaries in connection with its businesses, (v) Liens that, individually or in the aggregate, (A) are not material in character, amount or extent in relation to the applicable Real Property and (B) do not materially and adversely impact the value, occupancy and use of the applicable Real Property or otherwise materially and adversely impair the Company’s and its Subsidiaries’ present business operations; (vi) Liens arising under worker’s compensation, unemployment insurance, social security, retirement and similar legislation and for which appropriate reserves have been established in accordance with GAAP; (vii) solely with respect to personal property, purchase money Liens and Liens securing rental payments under capital lease arrangements; (viii) Liens set forth on Schedule 10.01; (ix) licenses to utilize Towers that are owned by the Company that do not impair the Company’s ability to utilize such Towers, (x) surety bonds that are required with respect to pole

attachment arrangements in the Ordinary Course of Business and listed on Schedule 10.01(x), and (xi) non-exclusive licenses of Intellectual Property granted by the Company in the Ordinary Course of Business.

“Person” means an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization and a Governmental Authority.

“Personal Information” means any data or other information (including protected health information) related to, about or from an individual, including any personally identifiable data (e.g., name, address, phone number, email address, financial account number, payment card data, government issued identifier, and health or medical information), or that is otherwise protected by or subject to any Privacy Laws.

“Primary Service Units” means the sum of all (i) Residential Video Subscribers, (ii) Residential HSI Subscribers, (iii) Residential Voice Subscribers, (vi) Commercial Video Subscribers, (v) Commercial HSI Subscribers, (vi) Commercial Voice Subscribers, and (vii) Security Service Subscribers.

“Privacy Laws” means all (i) applicable Laws concerning data protection, privacy, security or other similar Laws (including any security breach notification requirements), including HITECH, the Gramm-Leach-Bliley Act, the Fair Credit Reporting Act, the Fair and Accurate Credit Transaction Act, the Privacy Act of 1974, the CAN-SPAM Act, the Telephone Consumer Protection Act, the Telemarketing and Consumer Fraud and Abuse Prevention Act, state Social Security number protection Laws, state data breach notification Laws, and state consumer protection Laws, and (ii) mandatory industry guidelines (whether statutory or non-statutory) or mandatory codes of practice issued by the relevant supervisory authority relating to data protection, privacy or security.

“Proceeding” means claim, complaint, suit, action, audit, proceeding, litigation, administrative charge, investigation or arbitration, demand or charge.

“Pole Attachment Agreement” means an agreement to use (or construct, install, maintain, repair, replace or operate any cables and other Equipment, fixtures and improvements associated with the Systems on or in) any poles, ducts, conduits or trenches located on real property of any Person other than the Company or any of its Subsidiaries.

“Real Property” means, collectively, the Owned Real Property, the Leased Real Property, the Real Property Interests and the Tower Interests.

“Real Property Interests” means all easements, access rights, rights of way, railroad crossing agreements and other similar real property interests or rights, either appurtenant to Owned Real Property or necessary for the operation of the business of the Company or any of its Subsidiaries as presently conducted.

“Real Property Leases” means all leases, subleases, licenses, concessions and other agreements (written or oral) pursuant to which the Company or any of its Subsidiaries hold any

Leased Real Property, including the right to all security deposits and other amounts and instruments deposited by or on behalf of the Company or any of its Subsidiaries thereunder.

“Reference Time” means 12:01 a.m. Eastern time on the Closing Date.

“Residential HSI Subscribers” means the total number of active residential customers billed by individual unit for any High Speed Internet Service or Fixed Wireless Internet Service.

“Residential Video Subscribers” means the total number of active residential customers billed by individual unit who subscribe to at least Basic Video Service.

“Residential Voice Subscribers” means the total number of active residential customers billed by individual unit for any Voice Service.

“Restrictive Covenant Agreement” means that certain Restrictive Covenant Agreement in the form of Exhibit B attached hereto, executed by each of Seller, Jeff DeMond, and Andy Kober.

“Sanctioned Country” means any country or region that is, or was in the five years prior to the date hereof, the subject or target of a comprehensive embargo under Sanctions Laws (including Cuba, Iran, North Korea, Sudan, Syria and the Crimea region of Ukraine).

“Sanctioned Person” means any individual or entity that is the subject or target of sanctions or restrictions under Sanctions Laws or Ex-Im Laws, including: (i) any Person listed on any applicable U.S. or non-U.S. sanctions- or export-related restricted party list, including OFAC’s Specially Designated Nationals and Blocked Persons List and the EU Consolidated List; (ii) any entity that is, in the aggregate, fifty percent (50%) or greater owned, directly or indirectly, or otherwise controlled by a Person or Persons described in clause (i); or (iii) any national of a Sanctioned Country.

“Sanctions Laws” means all U.S. and non-U.S. applicable Laws relating to economic or trade sanctions, including, the Applicable Laws administered or enforced by the United States (including by OFAC or the U.S. Department of State), the United Nations Security Council, the United Kingdom and the European Union.

“Security Incident” means actions that result in an actual or reasonably likely cyber or security incident that has had or could reasonably be expected to have an adverse effect on a system (including Information Systems) or any Trade Secret (including any processed, stored, or transmitted thereby or contained therein), including an occurrence that actually jeopardizes or is reasonably likely to jeopardize the confidentiality, integrity, or availability of a system or any Trade Secret. A Security Incident includes incidents of security breaches or intrusions, denial of service, or unauthorized entry, access, collection, use, processing, storage, sharing, distribution, transfer, disclosure, or destruction of, any Information Systems or Trade Secrets, or any loss, distribution, compromise or unauthorized disclosure of any of the foregoing.

“Security Service Subscribers” means the total number of active customers billed by individual unit who subscribe to the alarm security services offered by a System.

“Shared Expenses” means (i) all fees and expenses of the Escrow Agent in connection with the Escrow Agreement, (ii) all administrative, transfer, filing, processing and other fees imposed by a Governmental Authority as a condition to processing or giving any consent or LFA Approval to transfer a License or Franchise or otherwise in connection with the Transactions, (iii) the costs of obtaining the Tail Policy (including any premiums, commissions, taxes and other charges, fees or expenses of the underwriter(s) thereof), (iv) the costs of all filing fees required to be paid in connection with required notifications under the HSR Act and (v) any Transfer Taxes.

“State PUC” means any state public service or public utility commission or similar state regulatory body with jurisdiction over the provision of intrastate telecommunications services.

“Straddle Period” means any taxable period that begins on or before and ends after the Closing Date.

“Subsidiary” or “Subsidiaries” means, with respect to any Person of which (a) if a corporation, a majority of the total voting power of shares of stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof is at the time owned or controlled, directly or indirectly, by that Person or one or more of the other Subsidiaries of that Person or a combination thereof or (b) if a limited liability company, partnership, association or other entity (other than a corporation), a majority of partnership or other similar ownership interest thereof is at the time owned or controlled, directly or indirectly, by that Person or one or more Subsidiaries of that Person or a combination thereof and for this purpose, a Person or Persons owns a majority ownership interest in such entity (other than a corporation) is such Person or Persons shall be allocated a majority of such business entity’s gains or losses or shall be or control any managing director, manager, or general partner of such entity (other than a corporation).

“System” means a system owned or operated by the Company or any Subsidiary of the Company that provides Basic Video Services, Voice Services, High Speed Internet Services, Fixed Wireless Internet Services and/or other similar services to customers.

“Target Working Capital” means negative [Redacted] .

“Tax” or “Taxes” means any and all federal, state, local, and non-U.S. taxes, including any net income, capital gains, gross income, gross receipts, sales, use, assessments, transfer, ad valorem, profits, capital, withholding, payroll, estimated, employment, excise, severance, occupation, premium, property, social security, alternative or add-on, value added, registration, windfall profits or other tax or similar charges of any kind whatsoever, however denominated, including amounts payable in connection with applicable escheat or abandoned and unclaimed property laws, imposed by any Governmental Authority, including any interest, additions to tax, or penalties imposed by any taxing authority with respect thereto, whether disputed or not, including any liability for Taxes as a transferee or successor, by contract (other than any provisions included in credit agreements, lease agreements or other similar written commercial agreements entered into in the ordinary course of business containing customary Tax allocation or gross-up provisions, the primary purpose of which does not relate to Taxes) or otherwise.

“Tax Return” or “Tax Returns” means any return, declaration, report, claim for refund, reports, forms, estimates, information return or statement (including schedules or any related or supporting information) filed or required to be filed with any Governmental Authority in connection with any Tax, and including any amendments thereof.

“Tower” means any structure, improvement or fixture constituting a part of any tower facility, located on or forming a part of any Real Property.

“Tower Interests” means the structures, improvements and fixtures, easements and other rights and interests appurtenant thereto, owned or leased by the Company or any Subsidiary with respect to any Tower.

“Transaction Bonus” means payments made by or agreed to be made by, the Company or any of its Subsidiaries related to any transaction or retention bonuses, change-of-control payments, severance payments (to the extent triggered by this Agreement, any Transaction Document or the consummation of the Transactions and to the extent not included in Indebtedness), or other similar payments made to any current or former employee or other service provider of Company or any Subsidiary, or to any other Person, as a result of the execution of this Agreement or the consummation of the Transactions, in each case, together with the Company’s or any of its Subsidiaries’ portion of any employment or payroll Taxes and any gross-up or similar payment for another Person’s taxes related thereto.

“Transaction Documents” means this Agreement and the agreements, documents, certificates and instruments being delivered pursuant to this Agreement.

“Transactions” means the transactions contemplated by this Agreement and the other Transaction Documents.

“Unique Customer Relationship” means a unique individual or commercial customer that is a (i) Residential Video Subscriber, (ii) Residential HSI Subscriber plus those customers who purchase prepaid services even if the prepaid services subscribed to are not active in a given month, (iii) Residential Voice Subscriber, (vi) Commercial Video Subscriber, (v) Commercial HSI Subscriber, (vi) Commercial Voice Subscriber, and/or (vii) Security Service Subscriber as determined in accordance with the Company’s and its Subsidiaries’ historical practice. For the avoidance of doubt, (a) an individual who purchases prepaid services shall be deemed a “Unique Customer Relationship” even if the services subscribed to are not active in a given month, (b) if an individual or commercial customer has multiple addresses at which such customer is an active customer, such individual or commercial account shall count as multiple “Unique Customer Relationships” (as a separate and additional “Unique Customer Relationship” at each address), and a customer who subscribes for multiple services at the same address shall count as one “Unique Customer Relationship.”

“Voice Services” means VoIP Services or Hosted Voice Services.

“VoIP Services” means voice over internet protocol services as that term is defined in Part 9 of the FCC’s rules (47 C.F.R. § 9), including such services offered by or via a System to its customers through a cable modem for residential or commercial VoIP services.

“Working Capital” means the (i) the sum of the current assets of the Company and its Subsidiaries minus (ii) the sum of current liabilities of the Company and its Subsidiaries (including amounts payable to employees and related payroll Taxes (including the employer portion thereof) and payables related to capital expenditures), in each case determined in accordance with GAAP and, to the extent consistent with GAAP, the accounting methods, policies, practices and procedures, including classification and estimation methodology, used by the Company and its Subsidiaries in the preparation of the Annual Financial Statements as of and for the period ending December 31, 2018; provided that, notwithstanding anything in this Agreement, for purposes of calculating “Working Capital” in no event shall the determination of “Working Capital” include any of the following: (a) any Company Transaction Expenses or Shared Expenses, (b) any Indebtedness or unamortized debt issuance costs, (c) any components (assets or liabilities) included in the calculation of Closing Cash, any deferred Tax assets or liabilities, (d) any Transfer Taxes, (e) any intercompany accounts between Seller and any of its Affiliates (other than the Company and its Subsidiaries), on the one hand, and the Company and/or any of its Subsidiaries, on the other hand, (f) any amounts excluded from Closing Cash in clauses (i) and (ii) of the definition of Closing Cash, (g) any prepaid management fees, (h) any assets related to deposits to utility companies or other service providers or landlords, (i) any working capital amounts or other assets or liabilities acquired pursuant to the CCC Purchase Agreement (including the Assets (as defined in the CCC Purchase Agreement) and the Assumed Obligations and Liabilities (as defined in the CCC Purchase Agreement)) and (j) the cost of the Tail Policy (including any premiums, commissions, taxes and other charges, fees or expenses of the underwriter(s) of any such policy); provided further that (i) Working Capital shall ignore the effects of purchase accounting and ASC 606; (ii) no new categories, classifications or types of prepaids or inventory will be included in current assets which were not classified as prepaids or inventory in the Financial Statements; (iii) where an accrual, provision, reserve, or liability was made or included in the Interim Financial Statements in relation to any matter or series of related matters, no decrease to such amount shall be made in the calculation of any amount in the current liabilities unless and to the extent that since December 31, 2018, the specific obligation was paid, the service was performed, or a corresponding asset was written off, and (iv) the insurance receivable related to the flood in Ft. Gibson shall be excluded from Working Capital.

Section 10.02 Cross-Reference of Other Definitions. Each capitalized term listed below is defined in the corresponding section of this Agreement:

<u>Term</u>	<u>Reference</u>
Accounting Arbitrator	Section 1.04(c)(iii)
Acquisition Proposal	Section 6.03
Adjustment Shortfall	Section 1.04(d)(iii)
Agreement	Preamble
Allocation Objections Notice	Section 5.04(f)(iii)
Allocation Schedule	Section 5.04(f)(ii)
Annual Financial Statements	Section 3.05(a)

<u>Term</u>	<u>Reference</u>
Burdensome Condition	Section 6.05(b)
Buyer	Preamble
Calculation Support	Section 1.04(b)
Capitalization Rep	Section 7.05(a)
Closing	Section 1.01
Closing Date	Section 1.01
Closing Schedule	Section 1.04(b)
Company	Preamble
Company 401(k) Plan	Section 5.03(b)
Company Employees	Section 5.03(a)
Company Intellectual Property	Section 3.11(b)
Company Owned Intellectual Property	Section 3.11(b)
Company Person	Section 11.17
Confidentiality Agreement	Section 6.02(b)
Debt Financing	Section 6.08
Dispute Notice	Section 1.04(c)(i)
DOJ	Section 6.05(a)
Equity Commitment Letter	Section 4.06
Equity Financing	Section 4.06
ERISA	Section 3.14(b)
Estimated 2019 Capex	Section 1.04(a)
Estimated Closing Cash	Section 1.04(a)
Estimated Closing Indebtedness	Section 1.04(a)
Estimated Closing Schedule	Section 1.04(a)
Estimated Closing Working Capital	Section 1.04(a)
Estimated Company Transaction Expenses	Section 1.04(a)
Final Closing Cash	Section 1.04(c)(iii)
Final Closing Working Capital	Section 1.04(c)(iii)
Final Indebtedness Amount	Section 1.04(c)(iii)
Financial Statements	Section 3.05(a)
FTC	Section 6.05(a)
Indemnification Event	Section 5.02(a)
Interim Financial Statements	Section 3.05(a)
Interim Period	Section 6.01(a)
Inquiry	Section 6.03

<u>Term</u>	<u>Reference</u>
Katten	Section 11.17
Latest Balance Sheet	Section 3.05(a)
Listed IP	Section 3.11(a)
Material Leased Premises	Section 6.10
Outside Date	Section 8.01(b)
Parties	Preamble
Party	Preamble
Phase I Assessment	Section 6.12(iii)
Purchased Units	Recitals
Response Period	Section 5.04(f)(ii)
Restraint	Section 7.03(a)
Securities Act	Section 4.08
Seller	Preamble
Scheduled Indebtedness	Section 3.26
Specified Contracts	Section 3.10(a)
Specified Permit	Section 3.15(c)
Surveys	Section 6.11
Tail Policy	Section 5.02(c)
Title Commitments	Section 6.10
Title Company	Section 6.10
Title Policies	Section 6.10
Top Customers	Section 3.21
Top Supplier	Section 3.21
Trade Control Laws	Section 3.15(l)
Transfer Taxes	Section 5.04(b)
WARN Act	Section 4.07

ARTICLE XI MISCELLANEOUS

Section 11.01 Press Releases and Communications. Neither the Seller, the Company (and any of its Subsidiaries) or any of their Affiliates nor the Buyer or any of its Affiliates will issue or cause the publication of any press release or other public announcement with respect to this Agreement or the Transactions, except that the Seller, on the one hand, and the Buyer, on the other hand, may issue a joint press release if mutually agreed; provided, however, that nothing herein shall prohibit any Party from issuing or causing publication of any such press release or public announcement to the extent that such Party determines such action to be required by Law, in which

case the Party making such determination will, if practicable in the circumstances, use reasonable efforts to allow the other Party reasonable time to comment on such release or announcement in advance of its issuance. To the extent feasible, all press releases or other announcements or notices regarding the Transactions shall be made jointly by the Parties. Notwithstanding the forgoing, this Section 11.01 shall not apply to any statement made by Buyer and/or its Affiliates (a) to its investors, rating agencies, limited partners, equityholders, members, managers, potential acquirors and Financing Sources (and their respective advisors), or (b) regarding the subject matter of this Agreement in connection with fundraising, marketing, or transactional activities in the ordinary course of their respective businesses, in each case, so long as such Person is instructed, and is under an explicit or implicit obligation, not to disclose such information.

Section 11.02 Expenses. Except as otherwise set forth in this Agreement, each of the Parties shall be solely responsible for and shall bear all of its own costs and expenses incident to its obligations under and in respect of this Agreement and the Transactions, including any such costs and expenses incurred by any Party in connection with the negotiation, preparation and performance of and compliance with the terms of this Agreement (including the fees and expenses of legal counsel, accountants, investment bankers or other representatives and consultants), regardless of whether the Transactions are consummated.

Section 11.03 Notices. All notices, demands and other communications to be given or delivered under or by reason of the provisions of this Agreement shall be in writing and shall be deemed to have been given (a) when personally delivered, (b) when transmitted by electronic mail to the address set out below for such recipient or (c) one (1) day after deposit with a reputable overnight courier service (charges prepaid). Notices, demands and communications to the Seller and the Buyer shall, unless another address is specified in writing, be sent to the addresses indicated below:

Notices to the Buyer and, after Closing, to the Company:

Eagle Broadband Investments, LLC
c/o GTCR Management LLC
300 North LaSalle Street
Chicago, Illinois 60654
Attention: Philip Canfield
Stephen Jeschke
Cameron Rouzer
E-mail: [Redacted]
[Redacted]
[Redacted]

with a copy (which shall not constitute notice or service of process) to:

Kirkland & Ellis LLP
300 North LaSalle
Chicago, Illinois 60654
Attention: Mark A. Fennell, P.C.
Ryan A. Jackson

E-mail: mfennell@kirkland.com
ryan.jackson@kirkland.com

Notices to the Seller and, prior to Closing, the Company:

Vyve Broadband
Four International Drive, Suite 330
Rye Brook, New York 10573
Attention: Andrew C. Kober; Marie Censoplano
Email: [Redacted]; [Redacted]

and

c/o Brown Brothers Harriman & Co.
140 Broadway
New York, New York 10005-1101
Attention: Michael A. Boylan Jr.
Email: [Redacted]

with a copy (which shall not constitute notice or service of process) to:

Katten Muchin Rosenman LLP
525 West Monroe Street
Chicago, Illinois 60661
Attention: Walter S. Weinberg
Diane E. Bell
E-mail: walter.weinberg@kattenlaw.com
diane.bell@kattenlaw.com

Any Party may change the address to which notices, requests, demands, claims and other communications required or permitted hereunder are to be delivered by giving the other Party notice in the manner herein set forth.

Section 11.04 Assignment. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns; provided that no Party may assign, delegate or otherwise transfer any of such Party's rights or obligations under this Agreement without the written consent of the Seller and the Buyer; provided, however, that nothing in this Agreement shall or is intended to limit the ability of the Buyer or, after Closing, the Company or any of its Affiliates to assign its rights or delegate its responsibilities, liabilities and obligations under this Agreement, in whole or in part, without the consent of the Seller to lenders to the Buyer or the Company or its Subsidiaries as security for borrowings, at any time whether prior to or following the Closing Date; provided, however, that no assignment or delegation permitted by this Section 11.04 shall relieve any assignor or delegor from its obligations hereunder; provided further that (a) Buyer may assign, in whole or in part, its rights and obligations pursuant to this Agreement or any of the Transaction Documents to one or more of its Affiliates (provided that Buyer shall nonetheless remain liable for all of its obligations hereunder) and (b) Buyer and the Company may assign their rights under this Agreement and

under any of the other Transaction Documents, in whole or in part, to any subsequent purchaser of Buyer or the Company (or any of their respective Affiliates) or any material portion of their respective assets (whether such sale is structured as a sale of stock, a sale of assets, a merger, or otherwise) (provided that Buyer and the Company shall nonetheless remain liable for all of their obligations hereunder).

Section 11.05 No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to or shall confer upon any Person, other than the Parties or their respective successors and permitted assigns, any rights, remedies or liabilities under or by reason of this Agreement, other than sections (including Section 5.02) which are specifically for the benefit of the Covered Parties (each of whom are intended third party beneficiaries of such sections); provided that the Financing Sources are intended third party beneficiaries of Section 11.04, Section 11.09, Section 11.12, Section 11.14, Section 11.15 and this Section 11.05, and any related definitions used in such Sections.

Section 11.06 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable Law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable Law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

Section 11.07 References. The table of contents and the section and other headings and subheadings contained in this Agreement and the exhibits hereto are solely for the purpose of reference, are not part of the agreement of the Parties, and shall not in any way affect the meaning or interpretation of this Agreement or any exhibit hereto. All references to days or months shall be deemed references to calendar days or months. All references to "\$" or "dollars" shall be deemed references to United States dollars. Any reference in this Agreement to wire transfers or other payments requires payment in dollars of the United States of America unless some other currency is expressly stated in that reference. Unless the context otherwise requires, any reference to a "Section," "Exhibit" or "Schedule" shall be deemed to refer to a section of this Agreement, exhibit to this Agreement or schedule to this Agreement, as applicable. The words "hereof," "herein" and "hereunder" and words of similar import referring to this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement. The use of the word "including" in this Agreement shall be by way of example rather than limitation. A document will not be deemed to have been "delivered," "furnished" or "made available" hereunder unless (i) the Company shall have posted such document to the online data room hosted on behalf of the Company at Merrill Data Site at least two Business Days prior to the date hereof, and such document shall have remained continually accessible by Buyer and its representatives until the Closing or (ii) shall have transmitted to the Buyer (either or email or via delivery in person or by Federal Express or similar service) that has been delivered at least three Business Days prior to the date hereof in accordance with Section 11.03; provided, however, that the documents listed on Schedule 11.07 shall be deemed "delivered", "furnished" and "made available" for all purposes hereunder regardless of when posted to the online data room or otherwise transmitted to the Buyer. The definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms and to the masculine as well as to the feminine and neuter genders of such term. References to a Person are also to its permitted assigns and successors. Any breach by the Company under this

Agreement or any Transaction Document shall be attributable to, and constitute a breach by, the Seller.

Section 11.08 No Strict Construction. The language used in this Agreement shall be deemed to be the language chosen by the Parties to express their mutual intent, and no rule of strict construction shall be applied against any Person.

Section 11.09 Amendment and Waiver. Except as otherwise provided herein, any provision of this Agreement may be amended or waived only in a writing signed by the Buyer and the Seller. No waiver of any provision hereunder or any breach or default thereof shall extend to or affect in any way any other provision or prior or subsequent breach or default; provided that Section 11.01, Section 11.04, Section 11.05, Section 11.12, Section 11.15 and this Section 11.09, and any related definitions used in such Sections, may not be amended, modified, supplemented, canceled or discharged in a manner that is materially adverse to any Financing Source without the prior written consent of such Financing Source. No course of dealing between or among any Persons having any interest in this Agreement shall be deemed effective to modify, amend, or discharge any part of this Agreement or any rights or obligations of any Party under or by reason of this Agreement.

Section 11.10 Complete Agreement. This Agreement and the documents referred to herein (including the Confidentiality Agreement) contain the complete agreement between the Parties and supersede any prior understandings, agreements or representations by or between the Parties, written or oral, which may have related to the subject matter hereof in any way.

Section 11.11 Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signatures to each counterpart were upon a single instrument, and all such counterparts together shall be deemed an original of this Agreement. Delivery of an executed counterpart of this Agreement by electronic transmission (including by electronic mail in portable document format (.pdf) or similar file) shall be as effective as delivery of a manually executed counterpart hereof and shall be considered to have the same binding legal effect as if it were the original signed version hereof delivered in person. At the request of any Party, the other Party shall re-execute original forms hereof and deliver them to such Party, except that the failure of any Party to comply with such a request shall not render this Agreement invalid or unenforceable. No Party shall raise the use of electronic transmission to deliver a signature or the fact that any signature was transmitted or communicated through the use of electronic transmission as a defense to the formation or enforceability of a Contract and each such Party forever waives any such defense.

SECTION 11.12 Waiver of Jury Trial. EACH OF THE PARTIES HEREBY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT INCLUDING ANY LITIGATION AGAINST ANY FINANCING SOURCES ARISING OUT OF THIS AGREEMENT OR THE DEBT FINANCING. EACH OF THE PARTIES HEREBY (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE

FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, AS APPLICABLE, BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 11.12. THE FINANCING SOURCES ARE HEREBY NAMED AS THIRD PARTY BENEFICIARIES FOR PURPOSES OF THIS SECTION 11.12.

Section 11.13 Schedules. The disclosures in the Schedules relate only to the provisions in the section of this Agreement to which such disclosures specify and not to any other provision of this Agreement, except to the extent the relevance to such other provision is reasonably apparent on its face. The inclusion of information in the Schedules shall not be construed as or constitute an admission or agreement that a violation, right of termination, default, liability or other obligation of any kind exists with respect to any item, nor shall it be construed as or constitute an admission or agreement that such information is material to the Seller. Neither the specifications of any dollar amount in any representation, warranty or covenant contained in this Agreement nor the inclusion of any specific item in the Schedules is intended to imply that such amount, or higher or lower amounts, or the item so included or other items, are or are not material, and no Party shall use the fact of the setting forth of any such amount or the inclusion of any such item in any dispute or controversy between the Parties as to whether any obligation, item or matter not described herein or included in the Schedules is or is not material for purposes of this Agreement or otherwise. Further, neither the specification of any item or matter in any representation, warranty or covenant contained in this Agreement nor the inclusion of any specific item in the Schedules is intended to imply that such item or matter, or other items or matters, are or are not in the Ordinary Course of Business, and no Party shall use the fact of setting forth or the inclusion of any such items or matters in any dispute or controversy involving any of the Parties as to whether any obligation, item or matter not described herein or included in the Schedules is or is not in the Ordinary Course of Business for purposes of this Agreement.

Section 11.14 Specific Performance.

(a) The Parties agree that the Buyer shall have the right, in addition to any other rights and remedies existing in its favor, to enforce its rights and the obligations of the Company and the Seller hereunder not only by an action or actions for damages but also by an action or actions for specific performance, injunctive and/or other equitable relief.

(b) The Parties agree that the Seller and the Company shall only be entitled to (i) specific performance under this Agreement, (ii) specific performance under the Equity Commitment Letter, and/or (iii) specific performance to cause Buyer to enforce the Equity Financing, in each case, only in accordance with the terms and conditions of the Equity Commitment Letter and only if (x) all conditions in Sections 7.03 and 7.05 have been satisfied or waived (other than any conditions that, by their nature, are to be satisfied at the Closing and which are capable of being satisfied, but subject to the satisfaction or waiver of those conditions at the Closing) and this Agreement has not been terminated in accordance with its terms, (y) Buyer failed to consummate the Closing within five Business Days following the date the Closing is required to have occurred pursuant to Section 1.01, and (z) no damages have been previously paid by or on behalf of Buyer to the Seller, and accepted by the Seller, in connection therewith.

Section 11.15 Governing Law; Jurisdiction.

(a) All matters relating to the interpretation, construction, validity and enforcement of this Agreement shall be governed by and construed in accordance with the domestic laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of laws of any jurisdiction other than the State of Delaware.

(b) Except as otherwise expressly provided in this Agreement (including in Section 1.04(c) and Section 5.04(f)), any Proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the Transactions shall be brought in the state and federal courts located in the State of Delaware, and each of the Parties hereby consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such Proceeding and irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of the venue of any such Proceeding in any such court or that any such Proceeding which is brought in any such court has been brought in an inconvenient form. Process in any such Proceeding may be served on any Party anywhere in the world, whether within or without the jurisdiction of any such court. Notwithstanding the foregoing, each of the parties hereto agrees that it will not bring or support any Proceeding, whether in law or in equity, whether in contract or in tort or otherwise, against the Financing Sources in any way relating to this Agreement or any of the transaction contemplated by this Agreement, including but not limited to any dispute arising out of or relating in any way to the Debt Financing or the performance thereof, in any forum other than the Supreme Court of the State of New York, County of New York, or the United States District Court for the Southern Districts of New York (and appellate courts thereof). The Financing Sources are hereby named as third party beneficiaries for purposes of this Section 11.15.

Section 11.16 Acknowledgment. The Parties acknowledge and agree that, for each Party that is not a natural Person (each such Person, a "Company Person"), none of such Company Person's direct or indirect parents, subsidiaries, Affiliates, investors, officers, directors, managers, equityholders, members, employees, agents, representatives, equity or debt holders, or any of their respective parents, subsidiaries, Affiliates, investors, officers, directors, managers, members, equityholders, employees, agents, representatives, equity or debt holders, shall have any obligation or liability for any amounts due or that may become due, for any reason, under or in any way related to this Agreement. This Section 11.16 is intended to and shall preclude any Party from alleging or pursuing any claim that depends on or is based in the doctrine of "alter ego," "piercing the corporate veil" or any other argument or law seeking to hold any Person other than the Company Persons that are the signatories to this Agreement responsible for any obligation that may arise as a result of this Agreement, or the termination of this Agreement.

Section 11.17 Legal Representation; Related Matters. The Buyer agrees that, following the Closing, Katten Muchin Rosenman LLP ("Katten") may serve as counsel to the Seller and its Affiliates (other than the Company and its Subsidiaries) in connection with any matters related to this Agreement and the Transactions, including any litigation, claim or obligation arising out of or relating to this Agreement or the Transactions, notwithstanding any representation by Katten prior to the Closing Date of the Company and/or any of the Subsidiaries and Buyer (on behalf of itself and the Company and its Subsidiaries) hereby (a) waives any claim it has or may have that Katten

has a conflict of interest or is otherwise prohibited from engaging in such representation due to Katten's representation of the Company or any of its Subsidiaries in the Transaction and (b) agree that, in the event that a dispute arises after the Closing between the Buyer, any of its Affiliates, the Company or any of its Subsidiaries, on the one hand, and the Seller or any of its Affiliates, on the other hand, regarding the Transactions, Katten may represent the Seller and any of its Affiliates in such dispute even though the interests of such Person(s) may be directly adverse to the Company or any of its Subsidiaries and even though Katten may have represented the Company or any of its Subsidiaries in a matter substantially related to such dispute. The Buyer (on behalf of itself and the Company and its Subsidiaries) also further agrees that, as to all communications among Katten and the Company, its Subsidiaries and/or their respective representatives that relate in any way to the Transactions, the right to control the assertion of the attorney-client privilege and the expectation of client confidence belongs to the Seller and shall not pass to or be claimed by the Buyer, the Company or any of its Subsidiaries. Notwithstanding the foregoing, in the event that a dispute arises between the Buyer, the Company or any of its Subsidiaries and a third party other than a party to this Agreement after the Closing, the Company and its Subsidiaries may assert the attorney-client privilege to prevent disclosure of confidential communications by Katten to such third party.

Section 11.18 Seller Release. Effective as of the Closing, Seller, on behalf of itself and each of its direct and indirect equity holders and each of their respective current and former equityholders, unitholders, members, limited and general partners, controlling Persons, directors, managers, officers, employees, agents and representatives (collectively, the "Releasors"), hereby irrevocably and unconditionally releases and forever discharges the Buyer and its Affiliates (including the Company and its Subsidiaries), and its and their respective former, current and future equityholders, unitholders, members, limited and general partners, controlling Persons, directors, managers, officers, employees, agents and representatives (including each current and former director, manager or officer of the Company and its Subsidiaries), from any and all Proceedings or liabilities whatsoever, whether in law or in equity or granted by statute, arising out of or relating to the Company or any of its Subsidiaries or the Transaction, in each case relating to any matter, occurrence, action or activity on or prior to the Closing Date (collectively, the "Released Claims"). Seller hereby agrees that it shall not (and shall cause its Affiliates and the Releasors not to) make any claim or bring any Proceeding against Buyer, the Company, its Subsidiaries or any of their respective Affiliates in connection with any Released Claim. Notwithstanding the foregoing, nothing contained in this Agreement shall release, waive, discharge, relinquish or otherwise affect the rights or obligations of any Person with respect to claims against a party to this Agreement or any Transaction Document in regard to (i) agreements contained in any Transaction Documents that by their terms contemplate performance following the Closing or otherwise expressly by their terms survive the Closing, to the extent of such survival in accordance with their terms, or (ii) compensation (including benefits) accrued since the last regular payroll date due on account of employment by the Company or one of its Subsidiaries that has been earned but unpaid as of the Closing.

Section 11.19 Financing Sources. Notwithstanding anything to the contrary contained in this Agreement, except for the assertion by Buyer or its Affiliates of its or their rights set forth in any commitment letter related to the Debt Financing, (i) neither any party hereto nor any of their respective subsidiaries, affiliates, directors, officers, employees, agents, partners, managers, members, stockholders or representatives, nor any Person claiming by, through or under any such

Person, shall have any rights or claims against any Financing Source, arising out of this Agreement or any of the transactions contemplated by this Agreement, or in respect of any oral representations made or alleged to have been made in connection herewith or therewith, including any dispute arising out of any commitment letter related to the Debt Financing or the performance thereof or the financings contemplated thereby, whether at law or equity, in contract, in tort or otherwise and (ii) no Financing Source shall have any liability (whether in contract, in tort or otherwise) to any party hereto or any of their respective subsidiaries, affiliates, directors, officers, employees, agents, partners, managers, members, stockholders or representatives, or any Person claiming by, through or under any such Person for any obligations or liabilities of any party hereto under this Agreement or for any claim based on, in respect of, or by reason of, the transactions contemplated hereby and thereby or in respect of any oral representations made or alleged to have been made in connection herewith or therewith, including any dispute arising out of or relating in any way to any commitment letter related to the Debt Financing or the performance thereof or the financings contemplated thereby, whether at law or equity, in contract, in tort or otherwise.

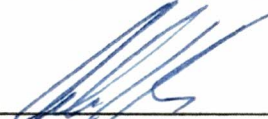
Section 11.20 Termination of Agreements. Seller will cause the termination without any cost or liability to, or continuing obligation of, the Company or any of its Subsidiaries, effective no later than the Closing, of the contracts or arrangements set forth on Schedule 3.22 (including the BCI Management Agreement, as it relates to the Company and its Subsidiaries). Additionally, at least two Business Days prior to the Closing, the Company shall file or cause to be filed with the FCC the paperwork necessary to terminate that certain Vyve Broadband A LLC's Common Carrier Fixed Point to Point Microwave License with call sign: WMK984.

* * * *

IN WITNESS WHEREOF, the Parties have executed this Securities Purchase Agreement
as of the date first above written.

COMPANY:

VYVE BROADBAND, LLC

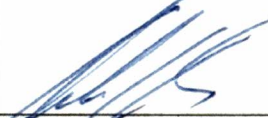
By: 

Name: Andrew C. Kober

Title: Executive Vice President and Chief Financial
Officer

SELLER:

BCI BROADBAND HOLDINGS, LLC

By: 

Name: Andrew C. Kober

Title: Executive Vice President and Chief Financial
Officer

BUYER:

EAGLE BROADBAND INVESTMENTS, LLC

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the Parties have executed this Securities Purchase Agreement
as of the date first above written.

COMPANY:

BCI BROADBAND HOLDINGS, LLC

By: _____
Name: _____
Title: _____

SELLER:

VYVE BROADBAND, LLC

By: _____
Name: _____
Title: _____

BUYER:

EAGLE BROADBAND INVESTMENTS, LLC

By:  _____
Name: Phil Spencer
Title: President and Chief Executive Officer

EXHIBIT NO. 2

Neither Mega Broadband Investments Holdings LLC, nor Eagle Broadband Investments, LLC have any plans to change the terms and conditions of service and operations of the system as a consequence of the Transaction. Mega Broadband Investments Holdings LLC and Eagle Broadband Investments, LLC reserve the right to make service and operational changes in accordance with the terms of the Franchise and applicable law.

EXHIBIT NO. 3

Transferee

Eagle Broadband Investments, LLC
c/o Northland Communications
101 Stewart St., Suite 700
Seattle, WA 98101

Officers of Mega Broadband Investments Holdings LLC

(* indicates less than 1% vested equity interest in Transferee as of filing)

(a) Name/ Address/ Occupation/ Place of Business	(b) Citizenship	(c) Title	(d) % of Equity	(e) No. of Votes	(f) % Votes
Phillip Spencer c/o Northland Communications 101 Stewart St., Suite 700 Seattle, WA 98101	U.S.	CEO	*	1	25%
Rod Siemers c/o Northland Communications 101 Stewart St., Suite 700 Seattle, WA 98101	U.S.	CFO	*	0	0%

Managers of Mega Broadband Investments Holdings LLC

(* indicates less than 1% vested equity interest in Transferee as of filing)

(a) Name/ Address/ Occupation/ Place of Business	(b) Citizenship	(c) Title	(d) % of Equity	(e) No. of Votes	(f) % Votes
Philip A. Canfield c/o GTCR LLC 300 N La Salle Dr Ste 5600 Chicago, IL 60654	U.S.	Manager	*	1	25%
Stephen J. Jeschke c/o GTCR LLC 300 N La Salle Dr Ste 5600 Chicago, IL 60654	U.S.	Manager	*	1	25%
Cameron T. Rouzer c/o GTCR LLC 300 N La Salle Dr Ste 5600 Chicago, IL 60654	U.S.	Manager	*	1	25%
Phillip Spencer c/o Northland Communications 101 Stewart St., Suite 700 Seattle, WA 98101	U.S.	Manager	*	1	25%

Equityholders beneficially holding more than 5% of the outstanding common units of Transferee as of filing**

(a) Name/ Address/ Occupation/ Place of Business	(b) Citizensh ip	(c) Relationship to Transferee	(d) No. of Common Units (% of Common Units)	(e) No. of Votes	(f) % Votes
GTCR Fund XII/A LP c/o GTCR LLC 300 N La Salle Dr Ste 5600 Chicago, IL 60654	U.S.	Direct Equityholder	6,721,733.39 (76.38%)	N/A	N/A
GTCR Fund XII/C LP c/o GTCR LLC 300 N La Salle Dr Ste 5600 Chicago, IL 60654	U.S.	Direct Equityholder	1,705,267.23 (19.38%)	N/A	N/A

** Ownership percentages have been rounded to two decimal places. GTCR Fund XII/A LP and GTCR Fund XII/C LP also hold 95.76% of Transferee's preferred units (with GTCR Co-Invest XII LP holding an additional 0.51% of the preferred units). Both the common and preferred units are generally nonvoting, as the affairs of Transferee are governed by a board of managers, as set forth above, appointed by GTCR or its affiliates. GTCR is a leading private equity firm, founded in 1980, that focuses on investing in growth companies in the Financial Services & Technology, Healthcare, Technology, Media & Telecommunications and Growth Business Services Industries.

It is contemplated that Fund XII/ A and Fund XII/ C may transfer ownership to certain other funds under the same ultimate ownership as described above.

Future Ownership Rights (Section II, Question 6)

An incentive equity pool of incentive units representing a potential maximum of 12.5% of the fully diluted ownership of Transferee has been allocated for grant to current and future members of management. At this time, 8% has been granted to members of management. In all cases, such incentive units are subject to certain vesting requirements and other conditions and restrictions.

EXHIBIT NO. 4

Eagle Broadband Investments, LLC (“Transferee”) is a Delaware limited liability company, formed on July 1, 2019. Transferee is an indirect wholly owned subsidiary of Mega Broadband Investments Holdings LLC. Mega Broadband Investments Holdings LLC is a Delaware limited liability company, formed on August 21, 2017 and the parent company of Transferee. To the extent required by applicable law, the Transferee and Franchisee are, and after the Closing will continue to be, qualified to transact business in each jurisdiction where it holds a franchise.

EXHIBIT NO. 5

Under the applicable credit agreements, (a) if there is an event of default, the lenders can choose to exercise voting control upon notice, and (b) the lenders can choose to publicly or privately sell the equity interest in a commercially reasonable manner. However, in all cases, the exercise of any such rights by the lenders is subject to obtaining all required consents from the FCC and other applicable regulatory authorities.

EXHIBIT NO. 6

Eagle Broadband Investments, LLC is a newly-formed, indirect wholly owned subsidiary of Mega Broadband Investments Holdings LLC. Mega Broadband Investments Holdings LLC and its subsidiaries (collectively, "Mega Broadband Investments") is a partnership formed in October 2017 between GTCR and executive Phil Spencer focused on acquiring broadband assets as part of a strategy to build a market leading company in the cable communications space. In October of 2018, Mega Broadband Investments Holding LLC acquired Seattle, Washington based Northland Telecommunications Corporation ("Northland") and its cable television, Internet and phone services and related businesses. Northland, founded in 1985, currently has operations in Washington, California, Idaho, Texas, Georgia, South Carolina, and North Carolina.

GTCR is a leading private equity firm, founded in 1980, that focuses on investing in growth companies in the Financial Services & Technology, Healthcare, Technology, Media & Telecommunications and Growth Business Services Industries. Since its inception, GTCR has invested more than \$14 billion in over 200 companies.

Mega Broadband Investments is the second partnership between GTCR and Phil Spencer. Previously, Mr. Spencer was Chief Executive Officer of Rural Broadband Investments LLC ("RBI"), a GTCR-funded rural cable provider which was acquired in May 2017 by Cable One, Inc. Through organic growth initiatives and five transactions, RBI became a scaled cable provider with attractive financial and operational results providing superior service in each of its areas of operation.

The financial statements for Mega Broadband Investments Holdings LLC for the year ended December 31, 2018 are attached hereto. Because Eagle Broadband Investments, LLC is a newly formed entity, it does not yet have regularly prepared financial statements for a full year of operations.

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MEGA BROADBAND INVESTMENTS HOLDINGS LLC

Consolidated Financial Statements

As of and for the year ended December 31, 2018



Ernst & Young LLP
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Report of Independent Auditors

To the Board of Managers
Mega Broadband Investments Holdings LLC

We have audited the accompanying consolidated financial statements of Mega Broadband Investments Holdings LLC, which comprise the consolidated balance sheet as of December 31, 2018, and the related consolidated statement of operations, changes in shareholders' equity, and cash flows for the year then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in conformity with U.S. generally accepted accounting principles; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free of material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the consolidated financial position of Mega Broadband Investments Holdings LLC at December 31, 2018 and the consolidated results of its operations and its cash flows for the year then ended in conformity with U.S. generally accepted accounting principles.

Ernst & Young LLP

May 16, 2019

**MEGA BROADBAND INVESTMENTS HOLDINGS LLC
AND SUBSIDIARIES
Consolidated Balance Sheet**

Assets	December 31, 2018
Current assets:	
Cash	\$ 25,722,954
Accounts and other receivables, net	2,098,753
Prepaid and other assets	<u>749,258</u>
Total current assets	28,570,965
Long-term assets:	
Plant, property, and equipment, net	120,206,182
Franchise agreements	195,800,000
Trade name, net	2,975,000
Customer relationships, net	14,720,833
Goodwill	76,245,175
Other assets	<u>871,268</u>
Total assets	<u><u>\$ 439,389,423</u></u>
Liabilities and Members' Equity	
Current liabilities:	
Accounts payable and accrued expenses	\$ 19,568,830
Subscriber prepayments and equipment deposits	2,236,020
Current portion of long-term debt and capital lease obligation	<u>2,241,966</u>
Total current liabilities	24,046,816
Long-term debt and capital lease obligation (net of deferred financing costs of \$3,973,238)	216,278,152
Deferred tax liabilities, net	<u>49,093,047</u>
Total liabilities	<u>289,418,015</u>
Members' equity:	
Members' contributions	161,582,842
Management incentive units	132,917
Accumulated deficit	<u>(11,744,351)</u>
Total members' equity	<u>149,971,408</u>
Total liabilities and members' equity	<u><u>\$ 439,389,423</u></u>

See accompanying notes to consolidated financial statements.

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**MEGA BROADBAND INVESTMENTS HOLDINGS LLC
AND SUBSIDIARIES**
Consolidated Statement of Operations
Year ended December 31, 2018

	<u>2018</u>
Revenues	\$ <u>27,021,961</u>
Expenses:	
Operating costs and expenses	(19,669,544)
Depreciation expense	(8,426,235)
Amortization expense	<u>(1,004,167)</u>
Total operating expenses	(29,099,946)
Loss from operations	(2,077,985)
Other expense:	
Interest expense and amortization of loan fees	(4,765,359)
Acquisition transaction costs	(6,252,926)
Loss on disposal of assets	(242,642)
Other, net	<u>(248,984)</u>
Loss before income tax expense	(13,587,896)
Income tax benefit	<u>2,146,861</u>
Net loss	\$ <u><u>(11,441,035)</u></u>

See accompanying notes to consolidated financial statements.

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**MEGA BROADBAND INVESTMENTS HOLDINGS LLC
AND SUBSIDIARIES**
Consolidated Statement of Members' Equity

	Class A		Class B		Retained	
	Units	Amount	Units	Amount	Earnings	Total
Balance at December 31, 2017	516	\$ 516,400	-	\$ -	\$ (303,316)	\$ 213,084
Member contributions	157,599	161,066,442	-	-	-	161,066,442
Issuance of units	-	-	8,800,833	-	-	-
Equity-based compensation	-	-	48,333	132,917	-	132,917
Net loss	-	-	-	-	(11,441,035)	(11,441,035)
Balance at December 31, 2018	<u>158,115</u>	<u>\$ 161,582,842</u>	<u>8,849,166</u>	<u>\$ 132,917</u>	<u>\$ (11,744,351)</u>	<u>\$ 149,971,408</u>

See accompanying notes to consolidated financial statements.

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**MEGA BROADBAND INVESTMENTS HOLDINGS LLC
AND SUBSIDIARIES**

**Consolidated Statement of Cash Flows
Year ended December 31, 2018**

	<u>2018</u>
Cash flows from operating activities:	
Net loss	\$ (11,441,035)
Adjustments to reconcile net loss to net cash used in operating activities:	
Depreciation expense	8,426,235
Amortization expense	1,004,167
Amortization of loan fees	165,984
Stock compensation expense	132,917
Loss on disposal of assets	242,643
Deferred tax benefit	(2,158,511)
Unrealized gain on interest rate cap	(44,843)
Changes in operating assets and liabilities:	
Accounts receivable, net	(457,278)
Prepaid and other assets	51,108
Accounts payable and accrued expenses	(2,793,508)
Subscriber prepayments and converter deposits	326,032
Net cash used in operating activities	<u>(6,546,089)</u>
Cash flows from investing activities:	
Purchase of property and equipment	(7,919,299)
Acquisitions, net of cash acquired	(165,989,497)
Proceeds from sale of property	750
Net cash used in investing activities	<u>(173,908,046)</u>
Cash flows from financing activities:	
Principal payments on notes payable and capital leases	(173,621,678)
Proceeds from notes payable	223,000,000
Members' cash contributions	161,066,442
Loan fees	(4,449,500)
Purchase of derivative instrument	(113,000)
Net cash provided by financing activities	<u>205,882,264</u>
Increase in cash	25,428,129
Cash, beginning of period	<u>294,825</u>
Cash, end of period	<u>\$ 25,722,954</u>
Supplemental disclosure of cash flow information:	
Cash paid for interest	\$ 4,098,164
Cash paid for income taxes	11,650
Noncash investing activities:	
Capital expenditures in accounts payable	\$ 4,192,153

See accompanying notes to consolidated financial statements.

MEGA BROADBAND INVESTMENTS HOLDINGS LLC

Notes to Consolidated Financial Statements
December 31, 2018

(1) Organization of the Business, Basis of Presentation and Liquidity

Description of business

Mega Broadband Investments Holdings LLC ("MBIH" or the "Company"), was formed in October 2017 as a Delaware limited liability company. On October 1, 2018, the Company acquired Northland Cable Television, Inc. ("NCTI") and its subsidiaries, as discussed below.

The Company's business operations are conducted primarily through NCTI and its subsidiaries. NCTI is primarily engaged in the business of operating cable television systems located in South Carolina, North Carolina, Washington, Georgia, California, Idaho, Alabama, and Texas.

NCTI is a wholly owned subsidiary of Mega Acquisition Holdings, Inc. ("MAHI"), which is a wholly owned subsidiary of Mega Broadband Investments LLC. Mega Broadband Investments LLC is a wholly owned subsidiary of the Company.

Basis of Presentation

On October 1, 2018 ("Acquisition date"), MAHI acquired NCTI and its subsidiaries (the "Acquisition"). The Acquisition was completed through a reverse subsidiary merger transaction. As part of the purchase agreement, MAHI agreed to pay total cash consideration of \$172,500,000 and to pay off existing debt through refinancing.

The Acquisition qualified as a business combination under Financial Accounting Standards Board ("FASB") Accounting Standards Codification ("ASC") 805, *Business Combinations* ("ASC 805").

(2) Summary of Significant Accounting Policies

(a) Basis of Presentation

These financial statements reflect the consolidated results of operations, financial position and cash flows of the Company, in conformity with accounting principles generally accepted in the United States of America ("U.S. GAAP").

(b) Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amount of assets and liabilities, the disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates. These estimates are based on management's best knowledge of current events and actions that the Company may undertake in the future. The more significant estimates made by management relate to allowance for doubtful accounts, income taxes, impairment of long-lived assets, and purchase accounting.

(c) Cash

Cash and cash equivalents are short-term, highly liquid investments with a maturity of ninety days or less at the time of purchase. The cash balance comprises deposits at financial institutions and exceeds Federal Deposit Insurance Corporation ("FDIC") limits.

MEGA BROADBAND INVESTMENTS HOLDINGS LLC

Notes to Consolidated Financial Statements
December 31, 2018

(d) Accounts Receivable

Accounts receivable consist primarily of amounts due from customers for cable television, internet, phone or advertising services provided by the Company, and are net of an allowance for doubtful accounts of \$124,800 as of December 31, 2018. The Company estimates an allowance for doubtful accounts related to balances that MBIH cannot collect from customers. These uncollectible amounts relate to unpaid monthly subscription revenue from video, internet, and phone services. The Company uses historical write-off data to estimate losses incurred relating to uncollectible accounts.

(e) Property and Equipment

Property and equipment are recorded at cost less accumulated depreciation. Costs of additions and substantial improvements, which include materials, labor, and other indirect costs associated with the construction of cable transmission and distribution facilities, are capitalized. Indirect costs include employee salaries and benefits, travel, and other costs. These costs are estimated based on historical information and analysis. The Company performs evaluations of these estimates as warranted by events or changes in circumstances.

The Company capitalizes costs associated with initial customer video, high-speed internet, and telephone installations. The costs of disconnecting service or reconnecting service to previously installed locations are charged to operating expense in the period incurred. Costs for repairs and maintenance are also charged to operating expense, while equipment replacements are capitalized.

At the time of retirements, sales, or other dispositions of property, the original cost and related accumulated depreciation are removed from the respective accounts, and the gains or losses are included in the consolidated statement of operations.

Depreciation of property and equipment is calculated using the straight-line method over the shorter of the lease term or the following estimated remaining economic lives:

Buildings	20 - 33 years
Cable system plant and equipment	1 - 10 years
Other equipment	1 - 10 years
Leasehold improvements	3 - 20 years

The Company evaluates the depreciation periods of property and equipment to determine whether events or circumstances warrant revised estimates of useful lives.

Long-lived assets such as property and equipment are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset group may not be recoverable. Recoverability of assets to be held and used is measured by a comparison of the carrying amount of an asset group to estimated undiscounted future cash flows expected to be generated by the asset group. If the carrying amount of an asset group exceeds its estimated future cash flows, an impairment charge is recognized for the amount by which the carrying amount of the asset group exceeds the fair value of the asset group. Assets to be disposed of would be separately presented in the balance sheet and reported at the lower of the carrying amount or fair value less costs to sell, and no longer depreciated. There were no indicators of impairment identified nor was impairment recognized on property and equipment in any period presented in the consolidated financial statements.

MEGA BROADBAND INVESTMENTS HOLDINGS LLC

Notes to Consolidated Financial Statements
December 31, 2018

(f) Intangible Assets

Intangible assets relate to franchise agreements and additional intangible assets generated from the Acquisition (see Note 3). Intangible assets with finite lives consist of trade name, residential customer relationships, and business customer relationships, and are amortized on a straight-line basis over their estimated useful lives.

The Company does not amortize intangible assets determined to have indefinite lives. The Company has determined that its franchise agreements meet the definition of indefinite-lived assets due to the history of obtaining franchise renewals, among other considerations.

The Company evaluates its intangible assets with finite lives for indications of impairment whenever events or changes in circumstances indicate that the net book value may not be recoverable. Factors that could trigger an impairment review include significant under-performance relative to expected historical or projected future operating results, significant changes in the manner of the Company's use of the acquired assets, or the strategy for its overall business or significant negative industry or economic trends. If this evaluation indicates that the value of the intangible asset may be impaired, the Company makes an assessment of the recoverability of the net book value of the asset over its remaining useful life. If this assessment indicates that the intangible asset is not recoverable, based on the estimated undiscounted future cash flows of the asset over the remaining amortization period, the Company reduces the net book value of the related intangible asset to fair value and may adjust the remaining amortization period.

There were no indicators of impairment identified nor was impairment recognized in intangible assets in the consolidated financial statements.

(g) Goodwill

Goodwill relates to goodwill generated from the Acquisition (see Note 3 Business Combinations). Goodwill represents the excess of consideration paid over the fair value of identifiable assets acquired and liabilities assumed in a business combination and represents the future economic benefits expected to arise from anticipated synergies and intangible assets acquired that do not qualify for separate recognition, including assembled workforce, noncontractual relationships, and other agreements. Goodwill is not amortized, but is reviewed for impairment annually in accordance with ASC 350, *Intangibles - Goodwill and Other* ("ASC 350"). ASC 350 requires goodwill to be either qualitatively or quantitatively assessed for impairment annually (or more frequently if impairment indicators arise) for each reporting unit. Such indicators may include, among others, a significant adverse change in legal factors or in the general business climate, unanticipated competition, and an adverse action or assessment by a regulator. Any adverse changes in these factors could have a significant impact on the recoverability of goodwill and could have a material impact on the Company's consolidated financial statements. There was no goodwill impairment recognized in the consolidated financial statements.

MEGA BROADBAND INVESTMENTS HOLDINGS LLC

Notes to Consolidated Financial Statements
December 31, 2018

(h) Debt Issuance Costs

Debt issuance costs consist of the amounts paid to lenders and third parties (deferred financing costs) in connection with the issuance of debt instruments. Debt issuance costs associated with the term loans are presented as a reduction to long-term debt on the balance sheet and are amortized using the effective interest method over the term of the loan. Debt issuance costs associated with the revolving credit facility are included in other assets on the balance sheet and amortized straight-line over the term of the revolver. Amortization charges are included in interest expense. Future amortization of loan fees for the term loan and the revolver, is expected to be as follows:

Years ending December 31,		
2019	\$	660,126
2020		654,026
2021		647,926
2022		641,828
2023		635,727
2024		616,137
2025		427,746
	\$	<u>4,283,516</u>

(i) Revenue Recognition

Cable television and broadband service revenue, including service and maintenance, is recognized in the month service is provided to customers. Advance payments on cable services to be rendered are recorded as subscriber prepayments. Revenues resulting from the sale of local spot advertising are recognized when the related advertisements or commercials appear before the public. Local spot advertising revenues were \$1,029,080.

The Company recognizes revenue when four basic criteria are met: (1) persuasive evidence of an arrangement exists, (2) delivery has occurred or services have been rendered, (3) the fees are fixed or determinable, and (4) collectability is reasonably assured.

(j) Marketing Costs

The Company expenses marketing costs as they are incurred. Marketing costs were \$447,257.

(k) Equity-based Compensation

The Company accounts for stock-based compensation under the provisions of ASC 718, *Compensation – Stock Compensation*, which requires an entity to measure the award of equity instruments based on the estimated grant-date fair value of the award. The Company has estimated the grant-date fair value using option pricing models adjusted for the unique characteristics of those instruments, including, but not limited to, expected volatility of the stock price, the term of the awards, and a risk-free interest rate. Compensation expense is based on the estimated grant-date fair value and is recognized straight-line over the requisite service period. Compensation expense is recognized only for those options expected to vest, with forfeitures recognized as incurred in accordance with ASC 718. The Company recognizes the estimated fair value of stock option awards granted as operating costs and expenses in the statement of operations on a straight-line basis over the vesting period.

MEGA BROADBAND INVESTMENTS HOLDINGS LLC

Notes to Consolidated Financial Statements
December 31, 2018

(l) Income Tax

The Company records deferred tax assets and liabilities at an amount equal to the expected future tax consequences of transactions and events. Deferred tax assets and liabilities are determined based on the future tax consequences attributable to the differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases and operating loss and tax credit carryforwards. Deferred tax assets and liabilities are measured using enacted income tax rates expected to apply to taxable income in the years in which those differences are expected to be recovered or settled. The effect on deferred tax assets and liabilities of a change in income tax rates is recognized in the statement of operations in the period of enactment.

In addition, valuation allowances are established when management determines that it is more likely than not that some portion or all of a deferred tax asset will not be realized. Tax valuation allowances are analyzed periodically and adjusted as events occur or circumstances change that warrant adjustments.

The Company recognizes the tax benefits from an uncertain tax position only if it is more likely than not that the tax position will be sustained on examination by the taxing authorities. The tax benefits recognized from such a position are measured based on the largest benefit that has a greater than fifty percent likelihood of being realized upon settlement. To the extent that the expected tax outcome of these matters changes, such changes in estimates will impact the income tax provision in the period in which such determination is made. Interest and penalties related to income tax liabilities are included in income tax expense.

(m) Derivative Financial Instruments

The Company accounts for its derivative instruments in accordance with ASC 815, *Derivatives and Hedging*. ASC 815 establishes accounting and reporting standards for derivative instruments requiring the recognition of all derivative instruments as assets or liabilities in the Company's consolidated balance sheets at fair value. The Company records its derivative instruments as assets or liabilities, depending on its rights or obligations under the applicable derivative contract. Changes in fair value are recognized in earnings in the affected period.

The Company uses an interest rate cap contract to manage risk from fluctuations in interest rates on its term loan credit agreement. Interest rate caps involve the receipt of variable-rate amounts beyond a specified strike price over the life of the agreement without exchange of the underlying principal amount. The interest rate cap is not designated as a hedging instrument. Changes in the fair value of the interest rate cap are recorded through interest expense and amortization of loan fees in the consolidated statement of operations. The fair value of the interest rate cap is recorded in prepaid and other current assets on the consolidated balance sheet.

(n) Concentration of Credit Risk

The Company is subject to concentrations of credit risk from cash investments on deposit at various financial institutions that at times exceed insured limits by the FDIC. This exposes the Company to potential risk of loss in the event the institution becomes insolvent.

MEGA BROADBAND INVESTMENTS HOLDINGS LLC

Notes to Consolidated Financial Statements
December 31, 2018

(o) Fair Value of Financial Instruments

The accounting guidance establishes a three-level hierarchy for disclosure of fair value measurements, based upon the transparency of inputs to the valuation of an asset or liability as of the measurement date, as follows:

- Level 1 – inputs to the valuation methodology are quoted prices (unadjusted) for identical assets or liabilities in active markets.
- Level 2 – inputs to the valuation methodology include quoted prices for similar assets and liabilities in active markets, and inputs that are observable for the asset or liability, either directly or indirectly, for substantially the full term of the financial instrument.
- Level 3 – inputs to the valuation methodology are unobservable and significant to the fair value measurement.

Financial Assets and Liabilities

The Company follows the provisions of FASB ASC 820, *Fair Value Measurement*. The Company has estimated the fair value of its financial instruments as of December 31, 2018, using available market information or other appropriate valuation methodologies. Considerable judgment, however, is required in interpreting market data to develop the estimates of fair value. Accordingly, the estimates presented in the accompanying consolidated financial statements are not necessarily indicative of the amounts the Company would realize in a current market exchange.

The carrying amounts of cash and cash equivalents, receivables, payables, and other current assets and liabilities approximate fair value because of the short maturity of those instruments.

The carrying value and fair value of the Company's debt as of December 31, 2018, are presented in the table below.

Debt	December 31, 2018	
	Carrying Value	Fair Value
Credit Facility	\$ 222,442,500	\$ 222,850,357

The estimated fair value of the Company's credit facility is based on quoted market prices in inactive markets and is classified within Level 2. The carrying amount of the Company's capital lease obligation approximates fair value.

MEGA BROADBAND INVESTMENTS HOLDINGS LLC

Notes to Consolidated Financial Statements
December 31, 2018

(p) Recently Adopted and Issued Accounting Pronouncements

In March 2016, the FASB issued Accounting Standards Update ("SU") No. 2016-09, *Compensation - Stock Compensation (Topic 718): Improvements to Employee Share-Based Payment Accounting*. The ASU simplifies several aspects of the accounting for share-based payment transactions, including the income tax consequences, classification of awards as either equity or liabilities, and classification on the statement of cash flows. This amendment is effective for annual reporting periods, including interim periods within those periods, beginning after December 15, 2017. The Company has adopted the standard in the current year, and it did not have a significant impact on its consolidated financial statements.

In May 2014, the FASB issued ASU No. 2014-09, *Revenue from Contracts with Customers (Topic 606)*. ASU 2014-09 provides new guidance related to how an entity should recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. The new standard provides a single principles-based, five-step model to be applied to all contracts with customers. The steps are as follows: (1) identify the contract(s) with the customer, (2) identify the performance obligations in the contract, (3) determine the transaction price, (4) allocate the transaction price to the performance obligations in the contract, and (5) recognize revenue when each performance obligation is satisfied. The updated guidance also requires additional disclosures regarding the nature, timing, and any uncertainty regarding potential revenue recognition. ASU 2014-09 is effective for the Company beginning on January 1, 2019. The Company is currently evaluating the impact of the pending adoption of ASU 2014-09 on its consolidated financial statements.

In February 2016, the FASB issued an ASU amending the accounting for leases. The new guidance requires the recognition of lease assets and liabilities for operating leases with terms of more than 12 months, in addition to those currently recorded, on the consolidated balance sheets. Presentation of leases within the consolidated statements of operations and consolidated statements of cash flows will be generally consistent with the current lease accounting guidance. The ASU is effective for reporting periods beginning after December 15, 2019, with early adoption permitted. We will adopt this ASU on January 1, 2020 with a cumulative adjustment to retained earnings rather than retrospectively adjusting prior periods. This adoption approach will result in a balance sheet presentation that is not comparable to the prior period in the first year of adoption. To illustrate the magnitude of this change, the amount of off-balance sheet operating leases at December 31, 2018 is disclosed in "Note 13 — Commitments and Contingencies." Beginning on January 1, 2020, operating leases, excluding those with terms less than 12 months, will be discounted and recorded as asset and liability on the consolidated balance sheet.

In August 2016, the FASB issued ASU No. 2016-15, *Statement of Cash Flows (Topic 230): Classification of Certain Cash Receipts and Cash Payments*. The guidance clarifies the way in which certain cash receipts and cash payments should be classified on the statement of cash flows and also how the predominance principle should be applied when cash receipts and cash payments have aspects of more than one class of cash flows. ASU 2016-15 is effective for the Company beginning on January 1, 2019. The adoption of this update is not expected to have a material impact on the classification of any cash flows within the Company's consolidated statement of cash flows.

MEGA BROADBAND INVESTMENTS HOLDINGS LLC

Notes to Consolidated Financial Statements
December 31, 2018

In January 2017, the FASB issued ASU No. 2017-04, *Intangibles - Goodwill and Other (Topic 350): Simplifying the Test for Goodwill Impairment*. ASU 2017-04 removes Step 2 of the current goodwill impairment test under ASC 350 and replaces it with a simplified model. Under the simplified model, a goodwill impairment will be calculated as the difference between the carrying amount of a reporting unit and its fair value, but not to exceed the carrying amount of goodwill. The amount of any impairment under the simplified model may differ from what would have been recognized under the two-step test. The ASU is effective for the Company for annual and any interim impairment tests performed for periods beginning after December 15, 2021, with early adoption permitted. The provisions of ASU 2017-04 would not have affected the Company's last goodwill impairment assessment. The Company is currently evaluating the impact that the simplified testing methodology will have on its impairment assessment in the future.

In January 2017, the FASB issued ASU No. 2017-01, *Business Combinations (Topic 805): Clarifying the Definition of a Business*. The amendments in this ASU clarify the definition of a business with the objective of adding guidance to assist entities with evaluating whether transactions should be accounted for as acquisitions (or disposals) of assets or businesses. The amendments of this ASU are effective for reporting periods beginning after December 15, 2018, with early adoption permitted. The Company does not expect the adoption of this ASU to have a significant impact on its consolidated financial statements.

(3) Business Combinations

Transaction Overview – the Acquisition

The Company's financial statements reflect the Acquisition that occurred on October 1, 2018, which was accounted for as a business combination as defined by ASC 805. The assets acquired and liabilities assumed are recorded at their respective fair values as of the date of the Acquisition, with the excess of the purchase price over those fair values recorded as goodwill. The determination of the fair values of the acquired assets and assumed liabilities required significant judgment, including estimates impacting the determination of estimated lives of tangible and intangible assets, and the calculation of the fair value of property and equipment, franchise agreements, trade name, and customer relationship intangibles. The fair values were determined considering the income, market, and cost approaches. The fair value measurement reflects the prices that would be received to sell those assets based on perceptions of market participants.

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MEGA BROADBAND INVESTMENTS HOLDINGS LLC

Notes to Consolidated Financial Statements
December 31, 2018

The consideration paid as well as the identifiable assets acquired and liabilities assumed are shown in the following table:

Fair Value of Consideration Transferred	\$ 172,500,000
Allocation of purchase price	
Assets acquired:	
Cash and cash equivalents	6,510,503
Accounts receivable	1,641,474
Other current assets	633,475
Fixed assets	116,764,057
Intangible assets	214,500,000
Other assets	560,990
Liabilities assumed:	
Accounts payable and accrued expenses	(18,077,921)
Deferred income taxes	(51,252,223)
Unearned revenue	(1,909,988)
Notes payable	(173,115,542)
Fair value of net assets acquired	96,254,825
Excess of purchase consideration over fair value of net assets acquired, recorded as goodwill	\$ 76,245,175

As of December 31, 2018, the measurement period for the Acquisition remains open in order to refine the blended state tax rate related to the Company's deferred tax liability.

Intangible assets acquired consist of a trade name of \$3,400,000, business and residential customer relationships of \$15,300,000, and franchise agreements of \$195,800,000. Goodwill of \$76,245,175 resulted from the Acquisition and is not deductible for tax purposes.

Transaction costs related to the Acquisition totaled \$6,252,926 and are recorded as Acquisition transaction costs in the Company's consolidated statement of operations.

(4) Trade Receivables, net

Receivables consist of the following:

	<u>December 31, 2018</u>
Cable accounts receivable	\$ 1,481,817
Other accounts receivable	741,736
Less: Allowance for doubtful accounts	(124,800)
Trade receivables, net	\$ 2,098,753

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MEGA BROADBAND INVESTMENTS HOLDINGS LLC

Notes to Consolidated Financial Statements
December 31, 2018

The Company recorded bad debt expense of \$260,334. This amount is included in operating costs and expenses in the consolidated statement of operations.

(5) Property and Equipment

Cable television property and equipment includes the following:

	<u>December 31, 2018</u>
Land and buildings	\$ 5,919,532
Distribution plant	106,660,945
Other equipment	5,287,284
Leasehold improvements	486,387
CIP	<u>10,278,269</u>
Total Property and Equipment	128,632,417
Accumulated depreciation	<u>(8,426,235)</u>
Cable television property and equipment, net of accumulated depreciation	<u>\$ 120,206,182</u>

Depreciation expense totaled \$8,426,235 for the year ended December 31, 2018.

(6) Goodwill and Other Intangible Assets, Net

Goodwill recorded in the consolidated financial statements at December 31, 2018, was \$76,245,175. There were no indicators of impairment noted in the period presented.

Intangible assets other than goodwill at December 31, 2018, included the following:

December 31, 2018	Useful Lives	Gross Carrying Value at December 31, 2018	Accumulated Amortization	Gross Carrying Value at December 31, 2018
Trade name	2 years	3,400,000	\$ (425,000)	\$ 2,975,000
Residential customer relationships	6 years	12,500,000	(520,834)	11,979,166
Business customer relationships	12 years	2,800,000	(58,333)	2,741,667
Franchise agreements	Indefinite	195,800,000	-	195,800,000
Total intangible assets		<u>\$ 214,500,000</u>	<u>\$ (1,004,167)</u>	<u>\$ 213,495,833</u>

Amortization expense totaled \$1,004,167 for the year ended December 31, 2018.

MEGA BROADBAND INVESTMENTS HOLDINGS LLCNotes to Consolidated Financial Statements
December 31, 2018

The following table shows the expected future amortization expense for the Company's intangible assets at December 31, 2018:

For the Year Ended December 31,	Expected Future Amortization Expense
2019	\$ 4,016,667
2020	3,591,667
2021	2,316,667
2022	2,316,667
2023	2,316,666
Thereafter	3,137,500
Total	<u>\$ 17,695,834</u>

(7) Accounts Payable and Accrued Expenses

Accrued expenses consist of the following:

	December 31, 2018
Accounts payable	\$ 5,297,177
Accrued satellite and pay TV expenses	4,951,209
Accrued interest	1,799,598
Accrued other	7,520,845
Total	<u>\$ 19,568,829</u>

(8) Long-term Debt and Capital Lease Obligation

The Company's long-term debt and capital lease obligation consists of the following:

	December 31, 2018
Term loan credit agreement	\$ 222,442,500
Capital lease obligation	50,856
Debt issuance costs, net	(3,973,238)
Total debt	218,520,118
Less: current portion of debt	(2,241,966)
Total long-term debt	<u>\$ 216,278,152</u>

Effective October 1, 2018, Northland Telecommunications Corporation (successor by merger to Mega Acquisition Corp.) ("Parent Borrower"); Northland Cable Television, Inc.; and Northland Cable Properties Inc. (each a "Subsidiary Borrower") entered into an amended and restated credit facility to an existing credit facility, dated effective January 20, 2017 (The "Amended Credit Facility"). The Amended Credit Facility consists of an Initial Term Loan in the amount of \$223,000,000 and availability under the revolving credit facility (the "Revolver") up to \$17,500,000. No borrowings have been made under the Revolver and no letters of credit have been issued.

MEGA BROADBAND INVESTMENTS HOLDINGS LLCNotes to Consolidated Financial Statements
December 31, 2018

The Amended Credit Facility was further amended pursuant to the terms of that certain letter agreement dated December 31, 2018, from BSP Agency, LLC ("BSP") to NCTI (the "Letter Agreement"). Under the terms of the Letter Agreement, BSP granted consent to the merger of NCTI and affiliates, as a result of consummation, deemed that all references to Parent Borrower under the Amended Credit Agreement would include NCTI, NCTI would assume all obligations of the Parent Borrower under the Amended Credit Facility, and Northland Cable Property, Inc. was deemed the sole Subsidiary Borrower. The Revolver matures on October 1, 2024, and the term loan matures on October 1, 2025, with quarterly principal payments due throughout the term. The proceeds of the Amended Credit Facility were used to refinance the outstanding debt of the Company's existing credit facility of \$172,410,334, as well as fund the Acquisition along with equity contributions. In connection with securing the Amended Credit Facility, the Company capitalized \$4,449,500 in loan fees and expensed \$372,771 of unamortized loan fees from its existing credit facility.

As of December 31, 2018, unamortized debt issuance costs related to the term loan and recorded as a reduction of long-term debt are \$3,973,238. Recorded in other assets as of December 31, 2018, is \$310,278 for the unamortized amount of issuance costs related to the Revolver. Amortization of the debt issuance costs is included in interest expense in the consolidated statement of operations.

The interest rate for the term loan credit agreement is set as the London Interbank Offered Rate ("IBOR") Rate for the interest period divided by a percentage equal to 100% less the then-stated maximum rate of all reserve requirements applicable to any member bank of the Federal Reserve System in respect of Eurocurrency funding or liabilities as defined in Regulation D, and in no event shall be less than 1.00% per annum. Unused revolver borrowings incur administrative agent fees at a rate of 0.5% per annum of the actual daily unused amount and resulted in \$22,118 recorded in interest expense and amortization of loan fees for the year ended December 31, 2018. These fees are included in interest expense.

Interest expense related to long-term debt totaled \$4,765,359 for the year ended December 31, 2018.

Annual principal payments on long-term debt for the following years are as follows:

Years ending December 31,	
2019	\$ 2,241,966
2020	2,241,966
2021	2,241,966
2022	2,241,966
2023	2,232,992
2024	2,230,000
2025	209,062,500
	<u>\$222,493,356</u>

(9) 401(k) Plan

NCTI sponsors a 401(k) program that covers substantially all employees. The employees are eligible to participate in either a Roth 401(k) or 401(k) savings plan. NCTI makes matching contributions per person up to \$1,250 annually. The Company has no other post-employment or postretirement benefit plan.

The employer match related to the 401(k) program was \$16,653 for the year ended December 31, 2018.

MEGA BROADBAND INVESTMENTS HOLDINGS LLC

Notes to Consolidated Financial Statements
December 31, 2018

(10) Members' Equity

The Company's LLC agreement dated October 2, 2017, permits the issuance of three classes of Units – Class A Units, Class B Units, and Class C Units. No unitholder shall have any voting, approval, or consent rights under the LLC agreement. The total Units that the Company has authority to issue are determined by the Board from time to time.

Class A Units

As of December 31, 2018, there were 158,115 Class A units issued and outstanding with a unit value of \$1,000. These units are subject to the "Class A Yield" payable upon sale of the Company. The yield is computed on each Class A unit, at the rate of 8% per annum, on the unreturned capital of each unit and any accumulated unpaid yield on that unit. Class A units have liquidation preference.

Class B Units and Class B Incentive Units

As of December 31, 2018, there were 8,800,833 Class B units issued and outstanding with a unit value of \$0. The Company, subject to Board approval, can issue incentive units to existing or new employees, officers, directors, consultants, or other service providers of the Company or any of its subsidiaries pursuant to a Senior Management Agreement. These units are service-based units that vest ratably over a five-year period. The Company has authorized a total of 1,250,000 incentive units, with 1,000,000 granted as of December 31, 2018, with a weighted average grant-date fair value of \$2.75 per unit. See further discussion below in Note 11.

Class C Units

No Class C units have been issued.

Distributions

The Board may in its discretion make distributions from time to time pursuant to the distribution priorities as described in the LLC agreement. All distributions, other than tax distributions, shall be made to unitholders in respect of their outstanding units only according to the priorities pursuant to the LLC agreement. The Company shall use its reasonable best efforts to distribute to the unitholders within 15 days after the end of each fiscal quarter of the Company, to the extent that funds are legally available and would not impair the liquidity of the Company, an aggregate amount of cash to approximate the unitholders' U.S. federal, state, and local estimated tax liability for the fiscal quarter. The Company is required to distribute to unitholders net cash proceeds received from a public offering or a sale of the Company within terms as described in the LLC agreement.

MEGA BROADBAND INVESTMENTS HOLDINGS LLC

Notes to Consolidated Financial Statements
December 31, 2018

(11) Equity-Based and Deferred Compensation

The Company accounts for equity-based compensation under the provisions of ASC 718, which requires an entity to measure the award of equity instruments based on the estimated grant-date fair value of the award. The Company has estimated the grant-date fair value using option pricing models adjusted for the unique characteristics of those instruments, including, but not limited to, expected volatility of the stock price, the term of the awards, and a risk-free interest rate. Compensation expense is based on the estimated grant-date fair value and recognized over the requisite service period or vesting period.

Certain employees have agreements whereby they are granted management incentive units in Mega Broadband Investments, LLC ("MBI"), a parent entity that ultimately wholly owns Northland Cable Television, Inc. The incentive units consist solely of service-based, Class B Units. The Class B Incentive Units will vest ratably over a five-year period.

MBI has authorized a total of 1,250,000 Class B Incentive Units. A total of 1,000,000 Class B Incentive Units were granted with a weighted average grant date fair value of \$2.75 per unit during the year ended December 31, 2018.

The fair value of the Class B Incentive Units is recognized as stock compensation expense on a straight-line basis between the grant date and the date the units become fully vested. There were 48,333 shares vested and 951,667 shares unvested at December 31, 2018. Stock compensation expense recorded for the Incentive Units was \$132,917, included within operating costs and expenses, for the year ended December 31, 2018. At December 31, 2018, total future stock compensation cost of the Incentive Units is \$2,617,083, which is expected to be recognized over a weighted average period of 4.75 years.

The fair value of the incentive units was estimated using the Option-Pricing Method ("OPM"). To apply the OPM, the Company calculated the various equity values at which the sharing percentages would change among the Company's unit holders. The Company estimated volatility (40%) is based on an analysis of comparable companies, their equity volatilities, and the Company's leverage. A 30% discount for lack of marketability was determined based on the overall capital structure and put option models.

(12) Derivatives

The Company utilizes derivative instruments to manage risk from fluctuations in interest rates on its term loan credit agreement. On December 11, 2018, the Company entered into an interest rate cap agreement with a notional amount of \$189,550,000 and an effective date of January 1, 2019. The agreement terminates on December 1, 2020. The Company paid a premium of \$113,000 for the right to receive payments if the LIBOR rises above the cap percentage, thus effectively ensuring interest expense is capped at a maximum rate of the cap plus 5.75% for the duration of the agreement. The premium is recorded in prepaid and other assets on the consolidated balance sheet. The interest rate cap agreement is a derivative not designated as a hedging instrument.

MEGA BROADBAND INVESTMENTS HOLDINGS LLC

Notes to Consolidated Financial Statements
December 31, 2018

The interest rate cap rate is as follows:

Period Rate is Applicable

Date From	Date To	Cap Rate (%)
January 1, 2019	April 1, 2019	3.00%
April 1, 2019	August 1, 2019	3.25%
August 1, 2019	December 1, 2020	3.50%

At December 31, 2018, the fair value of the interest rate cap agreement was \$157,843. The fair value of the interest rate cap agreement is included in prepaid and other assets on the consolidated balance sheet. Changes in fair value are recorded in earnings in interest expense and amortization of loan fees. For the year ended December 31, 2018, \$44,843 of income was recognized in interest expense and amortization of loan fees.

(13) Income Taxes

Mega Broadband Investments Holdings, LLC is treated as a partnership for Federal Income Tax purposes and therefore records no provision for income taxes, all tax is paid at the partner level. All of the current and deferred income taxes reported in the consolidated financial statements relate to the Company's wholly owned subsidiary group, which subsidiaries have elected to be subject to US taxation as C-Corporations and file a consolidated income tax return.

On December 22, 2017, the U.S. government enacted the Tax Cuts and Jobs Act (the "TCJA"). The TCJA incorporated broad changes to the U.S. tax code. The main provisions of the TCJA applicable to the Company are the implementation of a 20% pass-through deduction for certain business income. The main provisions applicable to the Company's corporate subsidiaries are immediate expensing of certain depreciable assets acquired and placed in service after September 27, 2017, and the reduction of a maximum federal tax rate of 35% to a flat tax rate of 21%, effective January 1, 2018. As of December 31, 2018, the Company has completed its accounting for the TCJA.

MEGA BROADBAND INVESTMENTS HOLDINGS LLCNotes to Consolidated Financial Statements
December 31, 2018

For federal income tax purposes, the Company files a consolidated federal income tax return. Deferred income taxes are determined on the asset and liability method in accordance with FASB ASC 740, *Income Taxes*. The primary components of deferred income taxes are as follows:

	<u>December 31, 2018</u>
Deferred income tax assets:	
Net operating loss carryforwards	\$ 19,373,745
Interest limitation	1,507,687
Other	<u>237,846</u>
Total deferred tax assets	21,119,278
Valuation allowance	<u>-</u>
	<u>21,119,278</u>
Deferred income tax liabilities:	
Deferred intercompany gain liability	(407)
Franchise agreements	(45,460,762)
Other intangible	(4,156,711)
Investment in cable television properties	<u>(20,594,445)</u>
Total deferred tax liabilities	<u>(70,212,325)</u>
Net deferred tax liabilities	<u>\$ (49,093,047)</u>

In assessing whether deferred taxes are realizable, management considers whether it is more likely than not that some portion or all deferred tax assets will be realized. As of December 31, 2018, the Company has evaluated the four sources of future taxable income and believes it is more likely than not that there will be adequate income to realize the deferred tax assets due to the reversal of taxable temporary differences. For the period ended December 31, 2018, there is no valuation allowance recorded.

The income tax (expense) benefit consisted of the following:

	<u>December 31, 2018</u>
Federal income tax benefit – deferred	\$ (1,952,661)
State income tax expense – current	11,650
State income tax benefit – deferred	<u>(205,850)</u>
	<u>\$ (2,146,861)</u>

MEGA BROADBAND INVESTMENTS HOLDINGS LLC

Notes to Consolidated Financial Statements
December 31, 2018

For the period ended, December 31, 2018, the Company had approximately \$81.3 million of federal net operating loss carryforwards. The net operating loss consists of \$65.8 million generated prior to 2018 that expires in the years 2020 through 2037. The remaining \$15.5 million net operating loss were generated in 2018 and will carry forward indefinitely due to the TCJA. State net operating losses have various expiration dates and begin to expire in 2020. Due to the ownership change that occurred during 2018, the utilization of net operating losses to offset future taxable income is limited under Internal Revenue Code Section 382. The Company does not expect this limitation to have a material impact on its ability to utilize the loss carryforwards.

The differences between the income tax expense (benefit) at the federal statutory rate and income tax expense (benefit) in the accompanying consolidated statement of operations are as follows:

	2018
Federal statutory rate	21.00%
State taxes, net of federal benefit	1.28
Non-deductible items - current year	-.02
Equity-based compensation	-.21
Transaction costs	-6.41
	15.64%

The Company follows FASB ASC 740-10 (previously FIN No. 48, *Accounting for Uncertainty in Income Taxes*), which clarifies the accounting for uncertainty in income taxes recognized in the financial statements and provides guidance on derecognition, classification, interest, and penalties. The Company had no unrecognized tax benefits as of December 31, 2018.

(14) Commitments and Contingencies**(a) Lease Arrangements**

The Company leases certain office facilities and other sites under leases accounted for as operating leases. The Company also rents utility poles in its operations. Amounts due under these agreements are not included in the minimum operating lease payment amount below as pole rentals are cancelable on short notice. The Company does, however, anticipate that such rentals will recur. Rental expense related to these operating leases and pole rentals amounted to \$370,274 for the year ended December 31, 2018. Minimum lease payments through the end of the lease terms, for noncancelable agreements accounted for as operating leases, are as follows:

Years ending December 31,	
2019	\$ 807,670
2020	771,355
2021	774,243
2022	712,394
2023	179,226
Thereafter	5,000
	\$ 3,249,888

MEGA BROADBAND INVESTMENTS HOLDINGS LLC

Notes to Consolidated Financial Statements
December 31, 2018

(b) Legal Matters

From time to time the Company is a party to legal proceedings arising in the ordinary course of business. In accordance with U.S. GAAP, the Company records a liability when it is both probable that a liability has been incurred and the amount of the loss can be reasonably estimated. These provisions are reviewed regularly and adjusted to reflect the impacts of negotiations, settlements, rulings, advice of legal counsel and other information and events pertaining to a particular case. As of December 31, 2018, the Company was not a party to any legal proceedings.

(15) Subsequent Events

Management has reviewed events occurring through May 16, 2019, the date the financial statements were available to be issued, and no subsequent events occurred requiring accrual or disclosure.

EXHIBIT NO. 7

Technical Qualifications

Transferee, Eagle Broadband Investments, LLC is an indirect wholly owned subsidiary of Mega Broadband Investments Holdings LLC (“Mega Broadband Investments”), which was formed in October 2017 as a partnership between Phil Spencer and GTCR. Mega Broadband Investments’ mission is to build a leading broadband provider delivering high speed data, video and voice services to residential and commercial customers.

GTCR is a leading private equity firm, founded in 1980, that focuses on investing in growth companies in the Financial Services & Technology, Healthcare, Technology, Media & Telecommunications and Growth Business Services Industries. The Chicago-based firm pioneered The Leaders Strategy™ – finding and partnering with management leaders in core domains to identify, acquire and build market-leading companies through transformational acquisitions and organic growth. Since its inception, GTCR has invested more than \$14 billion in over 200 companies.

Mega Broadband Investments is the second partnership between GTCR and Phil Spencer. Previously, Mr. Spencer was Chief Executive Officer of Rural Broadband Investments LLC (“RBI”), a GTCR-funded rural cable provider which was acquired in May 2017 by Cable One, Inc. Currently, Mr. Spencer serves as CEO of Northland Cable Television, Inc., which was acquired by Mega Broadband Investments in October of 2018. Members of the management of Northland Cable Television, are expected to contribute their expertise with respect to the running of Franchisee. Transferee and Franchisee intend to retain the services of substantially all of Franchisee’s local employees that directly service the needs of the communities in which they are employed. Through this transaction, Transferee will benefit from the expertise and resources of Mega Broadband Investments, GTCR, and Northland.

Information regarding key members of the company’s anticipated post-Transaction leadership is provided below.

Executive Bios

Phil Spencer. Mr. Spencer brings more than 20 years of communication experience to Mega Broadband Investments. Mr. Spencer is the CEO of Northland Cable Television, Inc., a cable television, internet and phone provider in 7 states. Previously, Mr. Spencer was the CEO of Rural Broadband Investments (“RBI”), which was acquired by Cable One in 2017. Prior to his role at RBI, Mr. Spencer was CEO of Everest Connections, Aplus.net / Cordero, Windjammer Communications and a board member and interim CEO of Lodgenet. Mr. Spencer holds a B.S. in Finance and Economics from Marquette University.

Rod Siemers. Currently Chief Financial Officer, Treasurer and Corporate Secretary of Northland Communications, Mr. Siemers previously served in the same roles at Mega Broadband Investments LLC and Rural Broadband Investments LLC. Mr. Siemers has also previously served as Chief Financial Officer at Windjammer Communications, Cordero / Aplus.net, and

Everest Connections, among other positions. He holds a B.S. in Accounting and Business Administration from the University of Kansas.

Edwin Butler. Mr. Butler, a senior Commercial Services Executive with over 20 years of business broadband sales experience serves as Northland's Senior Vice President in charge of Northland's effort to expand commercial services to small and medium size fiber customers, school district infrastructure projects, rural hospital broadband services, utility and municipality fiber solutions, as well as wireless backhaul and enterprise business fiber solutions.

ORDINANCE NO. 1065

AN ORDINANCE AMENDING SECTION 8.08.010 FIREWORKS PROHIBITIONS

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:

8.08.010 Prohibitions of the Douglas Municipal Code is hereby repealed and amended to read as follows:

(A) *Definitions.* For the purpose of this section, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

AERIAL CONSUMER FIREWORKS. Legal consumer fireworks including, but not limited to sky rockets, bottle rockets, roman candles, reloadable shell devices, mortar type fireworks, and any airborne open flame, including sky lanterns.

ILLEGAL CONSUMER FIREWORKS. Any fireworks that do not comply with the U.S. Consumer Product Safety Commission (C.F.R. Title 16~Commercial Practices, Part 1507), effective December 25, 2020, and that are enumerated in the American Pyrotechnics Association Inc., Standard 87-1A, B, and/or C, and/or Wyoming Statute § 35-10-201.

LEGAL CONSUMER FIREWORKS. Novelty consumer or aerial consumer fireworks designed primarily to produce visible effects by combustion, that must comply with the construction, chemical composition, and labeling regulations promulgated by the U.S. Consumer Product Safety Commission (C.F.R. Title 16~Commercial Practices, Part 1507), effective December 25, 2020 and that are enumerated in the American Pyrotechnics Association Inc., Standard 87-1, and/or Wyoming Statute § 35-10-201. All other fireworks would be considered illegal.

NOVELTY CONSUMER FIREWORKS. Non-aerial fireworks limited to, sparklers, smoke devices, snakes, snappers, party poppers, ground-based sparklers, and fountains.

MODEL ROCKET ENGINE. A commercially manufactured, nonreusable rocket propulsion device constructed of a nonmetallic casing and solid propellant wherein all of the ingredients are self-contained so as not to require mixing or handling by the user. The propellant charge may not exceed two and two-tenths ounces [62.37 grams] per engine. Use of such engine is not banned under this code.

(B) *Use Regulation.*

(1) It shall be unlawful for any person to shoot, discharge, or explode, or cause to be shot, discharged, or exploded, any Aerial Consumer Fireworks, Illegal Consumer Fireworks, or Legal Consumer Fireworks in the city except for Novelty Consumer Fireworks. Novelty Consumer Fireworks shall only be discharged within city limits in areas other than public streets, sidewalks, parks, grounds, or within the downtown business district of the city. The discharge of Novelty Consumer Fireworks shall be allowed, in accordance with state law, between the hours of 9:00 a.m. and 11:59 p.m. on July 4th and December 31st. Any police officer of the City shall be authorized to seize, take and remove, at the expense of the violator, all Aerial Consumer Fireworks, Illegal Consumer Fireworks, or Legal Consumer Fireworks, excepting Novelty Consumer Fireworks, in the possession of the violator.

(2) Nothing in this section shall prohibit the use of a public display of fireworks in the city, provided that the provisions of Douglas Municipal Code § 8.08.020 are followed.

(C) *Sale Regulation*

(1) It is unlawful for any person to barter, sell or give away to any person within the city any firecracker or other form of fireworks other than clearly defined novelty fireworks as defined in this Code and/or in Wyoming Statute § 35-10-201.

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 – January 26, 2026

Item

Ordinance 1067: Establishing a Post-Service Employment Restriction for Former Members of the City Council and Mayor, 1st Reading

Responsible Staff Contact

Michael Armstrong

Recommendation

Executive Summary

At a prior Council meeting, staff was requested to develop an Ordinance that would restrict the eligibility of councilmembers from being employed by the City for a period of time.

Background

There were more than one periods of time that were suggested during the Council discussion. The current version of the Ordinance reflects two years. However, if upon further reflection, the Council wished make this a different period of time, the drafted Ordinance could be amended by motion.

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. Ordinance 1067

ORDINANCE NO. 1067

AN ORDINANCE CREATING SECTION 2.88.030 OF THE DOUGLAS MUNICIPAL CODE ESTABLISHING A POST-SERVICE EMPLOYMENT RESTRICTION FOR FORMER MEMBERS OF THE CITY COUNCIL AND MAYOR

WHEREAS, the City Council of the City of Douglas, Wyoming finds that public confidence in municipal government is enhanced when decisions are made free from the appearance of personal financial benefit; and

WHEREAS, the City Council desires to avoid both actual conflicts of interest and the appearance of impropriety that may arise when former elected officials are immediately employed by the City; and

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

Section 2.88.030 of the Douglas Municipal Code is hereby created to read as follows:

2.88.030 Post Service Employment Restriction

A. No former City Council Member or former Mayor shall be eligible for Employment with the City for a period of two (2) years following that individual’s Last Date of Service. An individual’s Last Date of Service means the final calendar date on which an individual held office as a City Council Member or Mayor, whether such service was ended by expiration of term, resignation, removal, or otherwise. Employment means any compensated position, whether full-time, part-time, temporary, seasonal, contractual, or as an independent contractor, consultant, or advisor, in which services are provided to or on behalf of the City.

B. This ordinance shall not apply to uncompensated volunteer service on advisory boards or commissions, provided such service does not involve supervisory authority over City employees or the expenditure of City funds.

C. This ordinance shall apply to all individuals whose Last Date of Service occurs on or after the effective date.

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

DO NOT COPY



Agenda Item Report

City Council – January 26, 2026

Item

Resolution 2026-04: A Resolution Ratifying the Adoption of the 2026 Community Blueprint (Comprehensive Master Plan)

Responsible Staff Contact

Clara Chaffin

Recommendation

Recommend approval of Resolution 2026-04 as presented.

Executive Summary

BACKGROUND: In Fall 2023, the City issued a Request for Qualifications (RFQ) to prepare an updated Master Plan. The prior Plan had been adopted in 2014 and many changes have occurred in Douglas including a need for a better vision of how citizens want the City to grow into the future. The City received two proposals from the RFQ. Ayres Associates from Cheyenne, WY, was selected based on their unique vision of a comprehensive plan, the strengths of previous similar work, the proposed process and work plan and the strength of the individual members of the team.

IMPLEMENTATION: The planning process was structured in five tasks:

Task 1. Kickoff and Project Management

Kicking off the project with careful management helps to ensure a successful project. This component encompasses several ongoing meetings, reporting, and quality control so the project delivers as promised.

Task 2. Data Collection and Analysis

Understanding our existing plans, studies, and community data are critical aspects to the overall plan development. Our team strives to strike the right balance between information that has a long shelf life, and data that can help inform decisions and effective implementation. This task will help us evaluate the correct data to guide the plan and how we best want to showcase this information in the plan. This task and associated activities below will occur simultaneously with the other proposed project tasks.

Task 3. Bullseye Workshop

Our signature multi-day Bullseye Workshop is an efficient means of gathering the community's hopes, dreams, and aspirations while staying rooted in local traditions and values. This is where we craft the vision and values, framework for the plan, and a path

forward towards plan development.

Task 4. Plan Development and Review

This stage brings all of the efforts together into the draft comprehensive plan. As we work through the overall project tasks and activities, plan elements will be drafted and reviewed prior to final formatting. Plan elements will align with the RFQ and final discussions with staff as part of the outline finalization in Task T1.6 above. This exercise will occur throughout and lead to the overall draft plan.

Task 5. Implementation

The implementation stage concludes the comprehensive plan process with the final plan being delivered to the City for adoption.

The Douglas Community Blueprint adopts a quicker, lighter, and more efficient approach to comprehensive planning. Our community came together to create an ambitious yet attainable blueprint to guide our City forward. The Douglas Community Blueprint aims to be action oriented, strategically aligned, and community driven.

Activities completed to build the Community Blueprint included:

- 5 Targeted Community Events
- 6 Youth, Stakeholder, and Committee Meetings
- 19 Engagement Activities
- >335 One-on-One Conversations with Engaged Residents
- ~625 Community Member Connections

The Community Blueprint is themed around the idea of an architectural blueprint intended to provide a unique framework to guide the City and its citizens into the future.

The Blueprint is organized into sections, each of which builds on the prior:

- Elevations (Community Overview)
- Dimensions (History)
- Fixtures and Materials (Related Plans)
- Center Line (Vision & Values)
- Cross Sections (Plan Elements)
- One Douglas (Land Use & Community Character)
- Douglas is Home (Housing)
- Foundations of Douglas (Infrastructure)
- Destination Douglas (Recreation & Tourism)
- Douglas Uncovered (Historic Preservation, Art, & Culture)
- Upstart Douglas (Economic Development)
- Details (Action Plan)

DETAILS (ACTION PLAN): The Community Blueprint outlines simple steps to drive “results driven actions” guiding implementation over the next five years.

A key aspect to any plan is how it’s carried out over time after it’s adopted. New developments will be reviewed against the Blueprint’s land use designations, goals, and policies to ensure consistency. City development regulations will need to be reviewed to ensure consistency with the Plan. Staff will address Council’s desire to simplify the Municipal Code and use the Blueprint method of a quicker, lighter, and more efficient approach.

As the City of Douglas changes over time, the Blueprint will need to be reviewed to ensure it still meets community values and expectations – and as necessary, amendments will be processed.

Ayres Associates will continue their work in updating the Downtown Master Plan, Downtown Historic Guidelines, and the Historic Preservation Plan.

PLAN ADOPTION: Per State Statute 15-1-503:

15-1-503. Master plan; adoption; concurrent action; contents; amendment.

(a) The commission, after holding public hearings, shall adopt and certify to the governing body a master plan for the physical development of the municipality. If the plan involves territory outside the city or town, action shall be taken with the concurrence of the board of county commissioners or county planning commission, or other municipal legislative body concerned.

Background

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

Budget/Fiscal Impact

Action Requested/Recommended Motion

Recommend approval of Resolution 2026-04 as presented.

Attachments

1. Resolution 2026-06 - 2026 Community Blueprint Ratification from City Council FINAL
2. 2026 Douglas Blueprint - Final (01.2026)

RESOLUTION NO. 2026-04

A RESOLUTION RATIFYING THE ADOPTION OF THE 2026 COMMUNITY
BLUEPRINT (COMPREHENSIVE MASTER PLAN)

WHEREAS, the City of Douglas City Council have established the City of Douglas Planning & Zoning Commission pursuant to W.S. § 15-1-502; and

WHEREAS, the City of Douglas Planning & Zoning Commission is empowered under the provisions of Wyoming Statutes 15-1-501 through 15-1-512 to prepare and recommend a Master Plan for the physical development of the City of Douglas; and

WHEREAS, the City of Douglas Planning & Zoning Commission has fully complied with its statutory authority pertaining to the preparation of the 2026 Community Blueprint, land use plan, and action plan to effectuate the planning purposes of the City of Douglas, Wyoming; and

WHEREAS, the Board of County Commissioners approved Resolution 19-25 on November 18, 2025, pursuant to W.S. § 15-1-503; and

WHEREAS, the City Council approved Resolution 2026-04 on January 12, 2026, recommending approval of the 2026 Community Blueprint to the Planning & Zoning Commission; and

WHEREAS, the Planning & Zoning Commission approved the 2026 Community Blueprint via Resolution 2026-05 on January 19, 2026; and

WHEREAS, the 2026 Community Blueprint identifies the usage of land within the incorporated limits of the City of Douglas, as well as unincorporated areas adjacent to the City limits known as the Urban Growth Area; and

WHEREAS, the 2026 Community Blueprint is the result of extensive opportunities for public involvement and input; and

WHEREAS, the 2026 Community Blueprint represents the community’s vision of how Douglas is to develop into the future; and

WHEREAS, it is the intent of the City of Douglas to implement the 2026 Community Blueprint to achieve the goals and policies outlined therein; and

WHEREAS, the adoption of the 2026 Community Blueprint will promote a stable, safe and attractive community where residents share a sense of pride, celebrate heritage, and plan for the future.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DOUGLAS, WYOMING, that the City of Douglas 2026 Community Blueprint shall be ratified pursuant to the requirements of the Unified Land Development Code.

PASSED, APPROVED, AND ADOPTED this 26th day of January, 2026.

Attest:

Kim Pexton, Mayor

Devon Litzsinger, City Clerk

DOUGLAS BLUEPRINT

Bridging Vision with Action

2026 Community Blueprint

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COVER PAGE

What is the Community Blueprint?

Our Community Blueprint is a comprehensive guide to Douglas' future! It is designed to be visionary and unique, challenging the notion that a plan must be filled with excessive text and content to justify its purpose. The Douglas Community Blueprint adopts a quicker, lighter, and more efficient approach to comprehensive planning. Our community came together to create an ambitious yet attainable blueprint to guide our City forward. The Douglas Community Blueprint aims to be:



Our Community Blueprint serves as a living document that is encouraged to be revisited every five years. This document should be flexible to encourage changes as the community evolves and conditions change. As an advisory document, the Community Blueprint outlines our vision and goals and provides direction for appointed and elected officials in making decisions regarding the long-range planning needs of our community.

How to Use the Community Blueprint

City staff and appointed and elected officials should consult the Community Blueprint when considering development proposals, updating policies and regulations, outlining work plans, budgeting, and determining capital expenses. This document works in conjunction with our innovative Strategic Doing initiative, launched in 2023. Strategic Doing provides a flexible approach that goes beyond conventional methods of developing strategic plans and annual budgets.

The actionable implementation strategies in this plan will inform the Strategic Doing now and into the future. The format of the Community Blueprint follows a branded “pocketbook layout.” Each topic includes four elements: Introduction, Physical Considerations, Policy Direction, and Action Steps. The action steps are collated in the Action Plan at the end of the document and is used by the community to track responsibility, timeframes, potential funding sources, and metrics of success.

HOW CAN I USE THE COMMUNITY BLUEPRINT?

- **Community Members:** The Community Blueprint outlines our community's vision and values for the future while documenting community priorities. The action plan helps our community understand that desired enhancements and improvements are “on the list,” along with the anticipated timing and funding required to see these efforts take shape. We use this plan to ensure ongoing alignment of citywide decisions with the goals and aspirations of our community.

- **Council:** City Council members use the Community Blueprint as a guiding document to align policies, zoning and development decisions, and capital investments with our long-term goals. This helps them make thoughtful and informed decisions in harmony with our goals.
- **Staff:** City staff use the Community Blueprint to inform their daily actions and decisions, ensuring that projects, permits, and policies are consistent with our long-term goals.
- **Non-profit:** Community organizations use the Community Blueprint to identify key areas where their goals align with our priorities, which can strengthen funding proposals, inform policy, and uncover opportunities for collaboration on shared goals.
- **Business and Development Community:** The Community Blueprint provides guidance on how to best achieve community expectations and fulfill our vision, improving communication, collaboration, and consistency while implementing development and business plans.

The Process



Q2
2024

Kickoff and Analysis; Council Presentation; Stakeholder Meeting; Youth Engagement; Community Drop-In Event

Q3/Q4
2024

Planning Commission Presentation; Stakeholder Meeting; Community Open House Event; Data Collection; Enterprise Consultant Meeting; Senior Center Lunch; Committee Meetings



Q4 2024,
Q1 2025

Research and Analysis; Community Tour; Existing Conditions; Plan Development; Committee Meetings



Q2/Q3
2025

Plan Development

Q4 2025,
Q1 2026

Plan Review, Finalization, and Adoption

5

TARGETED COMMUNITY
MEMBER EVENTS

6

YOUTH, STAKEHOLDER,
AND COMMITTEE
MEETINGS

19

ENGAGEMENT
ACTIVITIES

>335

ONE-ON-ONE
CONVERSATIONS WITH
ENGAGED RESIDENTS

~625

COMMUNITY MEMBER
CONNECTIONS

Youth and Senior Voices

Youth and senior community members make up nearly half of Douglas' total population. With this distribution, it was critically important for us to hear directly from these groups and reflect their vision and values in our Plan.

YOUTH ENGAGEMENT

We met with students in a lively, interactive setting designed to spark ideas and gather honest feedback. The energy was high, and the insights were clear. Themes were captured in two visual graphics to the right.

HERE'S WHAT THE YOUTH LOVE MOST ABOUT OUR TOWN.

- **Community Events:** The variety and opportunities to celebrate.
- **Small-Town and Family-Friendly Feel:** It's easy to feel a sense of belonging.
- **Bowling-Theater Venues:** These spots are fun and bring us together.
- **State Fair:** It's a highlight we look forward to every year.

THEY ALSO SHARED WHAT THEY HOPE TO SEE MORE OF.

- **Indoor Recreation Facilities:** Places to be active year-round, especially colder months.
- **Family Restaurants:** More places to eat out with families.
- **Community and School Events/Programs:** More ways to get involved and connect.
- **Shopping Opportunities:** More local and diverse options.
- **Housing Options:** Affordable and varied housing.



SENIOR ENGAGEMENT

At the senior center, we hosted activities that encouraged open sharing. Seniors voiced thoughtful concerns and aspirations. Seniors are optimistic about seeing more businesses, amenities, and beautification efforts that make Douglas even more livable. What we heard most included the following.

- **Affordability:** Rising prices are a real concern.
- **Services:** There's a need for more accessible and reliable services.
- **Infrastructure:** Improvements to sidewalks, roads, and utilities throughout.

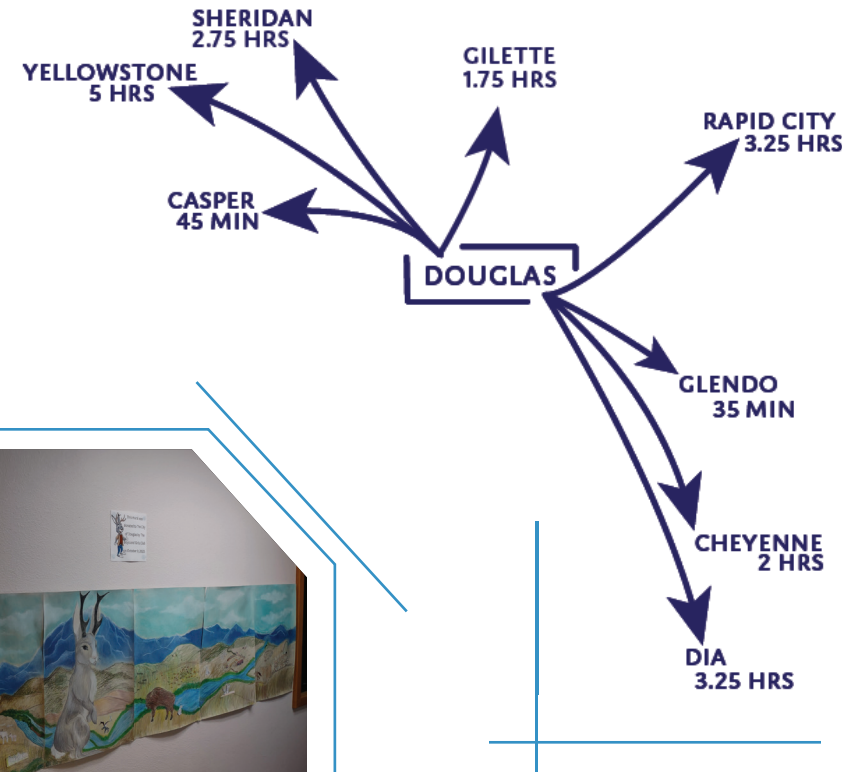


ELEVATIONS (COMMUNITY OVERVIEW)

Douglas is a community on the move, and it doesn't take long to figure out that our future is bright.

Our Community

Douglas, Wyoming, is our charming City nestled along the banks of the North Platte River, surrounded by the vast, open beauty of the Wyoming prairie. Known as the "Home of the Jackalope," we embrace our quirky heritage while providing a warm and welcoming community atmosphere. Our City is framed by rolling hills and endless skies. With our historic downtown, picturesque parks, and proximity to outdoor adventures like hiking and fishing, Douglas offers a delightful blend of rustic charm and natural wonder, perfect for anyone seeking a peaceful yet spirited slice of the West.



Regional Context



Community Snapshot

Demographics



POPULATION: 6,512



MEDIAN AGE: 37.8



AVERAGE HOUSEHOLD SIZE: 2.4

Economic

UNEMPLOYMENT: 2.3%

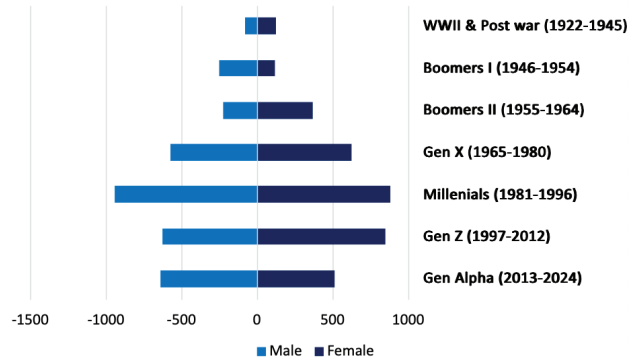
FAMILIES IN POVERTY: 12.6% UP FROM 6.2% (2013)

50% OF WORKERS LIVE IN THE CITY

COST OF LIVING: DOWN 8.6%

JUST UNDER 50% OF THE LABOR FORCE HEAD WEST, WITH 42% WORKING IN CASPER

Douglas Generational Population Pyramid

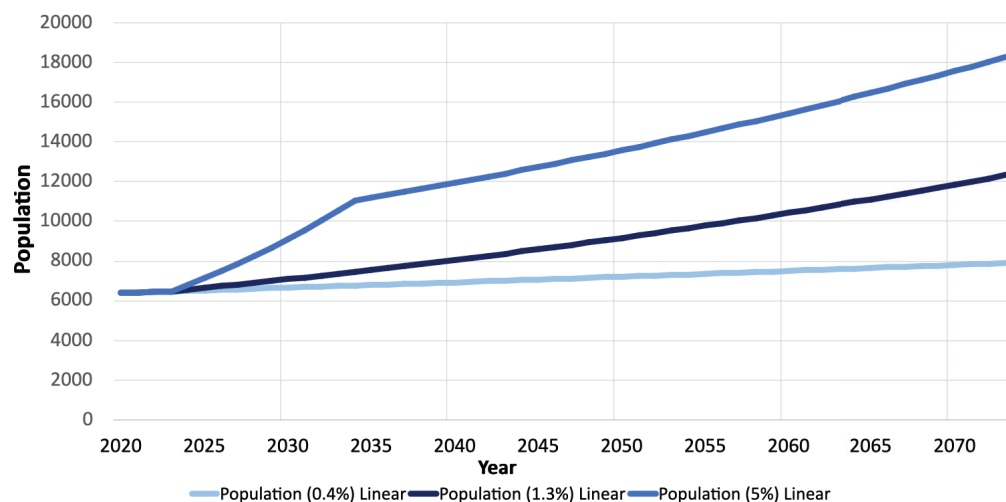


Key priorities to support population growth include:

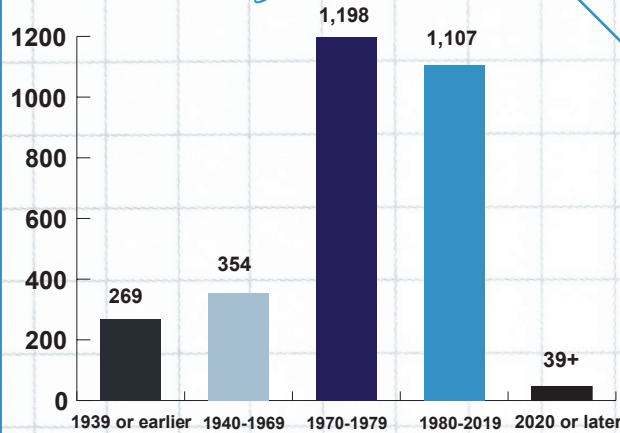
- **INFRASTRUCTURE & PLANNING:** Reliable utilities, efficient transportation, and comprehensive urban planning.
- **HOUSING & ECONOMY:** Affordable housing, mixed-use development, business incentives, and workforce training.
- **COMMUNITY SERVICES:** Strong education, healthcare, public safety, parks, and cultural amenities.
- **SUSTAINABILITY:** Green spaces, public transit, and renewable energy.
- **GOVERNANCE:** Data-driven policies, public engagement, and adaptability to change.

By integrating these efforts, Douglas can attract and retain residents, ensuring long-term growth and prosperity.

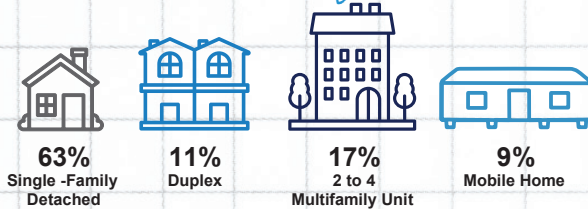
Population of Douglas, WY with varying growth rates



Age of Housing



Housing Types



Housing

\$ MEDIAN INCOME: \$85,832 UP 7.5% FROM 2020

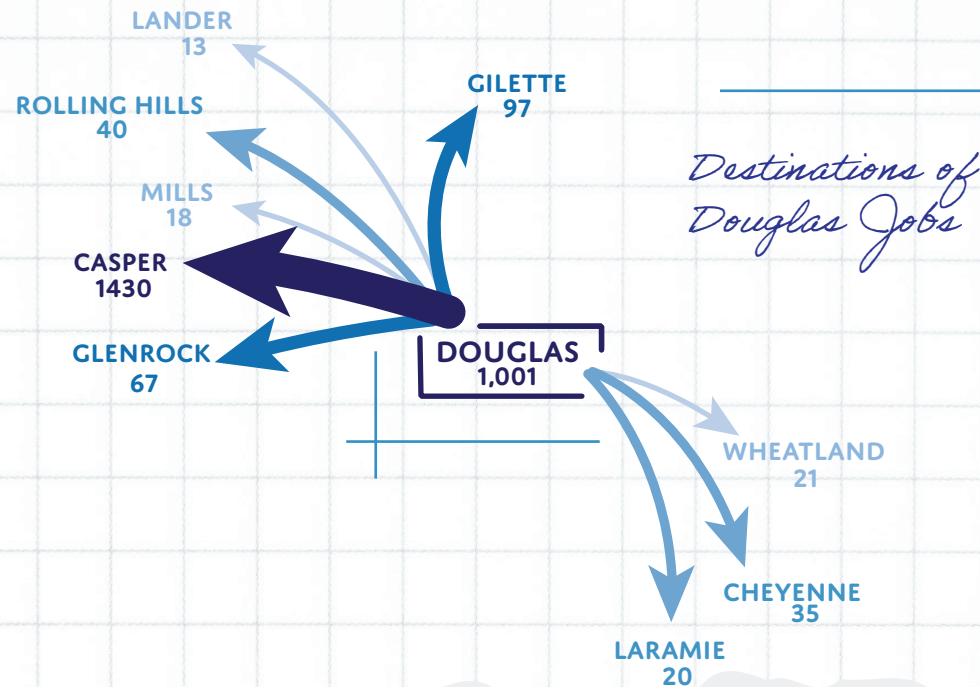
★ OWNER VS. RENTER: 74% V 26%

⊘ VACANCY: 9%

🏠 MEDIAN HOME VALUE ESTIMATES

- 2013: \$179,000
- 2018: \$190,100 UP 6.2% FROM 2013
- 2023: \$251,500 UP 32.2% FROM 2018
- 2024 MEDIAN SOLD PRICE: \$290,300 UP 15% FROM 2023 ESTIMATE

🏠 MEDIAN HOME PRICE: \$324,000 UP 5.6% FROM 2023



Destinations of Douglas Jobs

Key Takeaways:

- Strong housing diversity.
- Lower cost of living index.
- Potential for population growth if water and infrastructure can keep up.
- Aging population results in the need for healthcare, aging-in-place support, and senior living options.
- Home values are increasing at a lower rate when compared to the state. This could be due to a supply-demand imbalance, affordability constraints, or a lack of local employment opportunities.
- Unemployment below 3% indicates an overheated labor market (labor shortages and rising wages) that can lead to inefficiencies, inflation, and economic instability.
- The number of families experiencing poverty has doubled in the past 10 years. Employment opportunities may not provide a livable wage.
- The higher vacancy rate indicates a potential surplus of housing units, which may keep rental prices down.

DIMENSIONS (HISTORY)

Our City has a vibrant history that reflects the resilience and spirit of our community. From our early days as a home to native tribes to our growth as an agricultural and energy hub, we've continually evolved while maintaining our unique charm. Among the major events that shaped Douglas, the creation of the Yellowstone Highway, positioned us on a key interstate route and spurred tourism and infrastructure improvements. For more details on this era and its impact, see the South Douglas Historic District Nomination on file with the City. Below, we highlight key moments that shaped our City, setting the stage for the detailed timeline graphic on the following page.

PRE-19TH CENTURY

- Before Douglas was founded, the area was home to the Cheyenne and Arapahoe tribes, who had a rich cultural presence.

19TH CENTURY

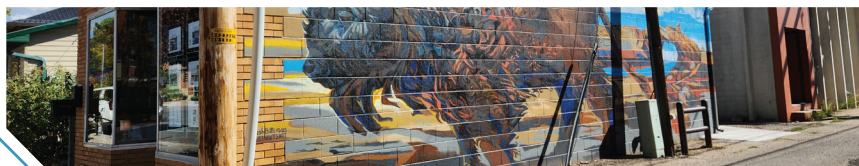
- 1840s: The Oregon Trail passed 8 miles south of Douglas, leading to early settlement and economic development.
- 1852: The Child's Cutoff spur of the Oregon Trail came through Douglas.
- 1860s: The Bozeman Trail brought settlers, causing conflicts with natives. Fort Fetterman established for protection.
- 1886: Douglas was founded and grew agriculturally with the arrival of the Fremont, Elkhorn, & Missouri Valley Railroad.

20TH CENTURY

- 1905: The Wyoming State Fair was established in Douglas, boosting the local economy and cultural identity.
- 1920s: Yellowstone Highway linked Douglas to national routes, driving auto tourism and major road upgrades.
- 1930s: The Great Depression and Dust Bowl brought challenges, but Douglas's population increased by 15%.
- 1940s: During WWII, Camp Douglas housed POWs, leading to increased demand for food, supplies, and labor.
- 1959: A coal power plant opened in Glenrock, followed by the discovery of uranium in 1968, boosting the local economy.
- 1970s: The energy crisis led to a boom in oil, gas, and coal production, tripling Douglas's population.

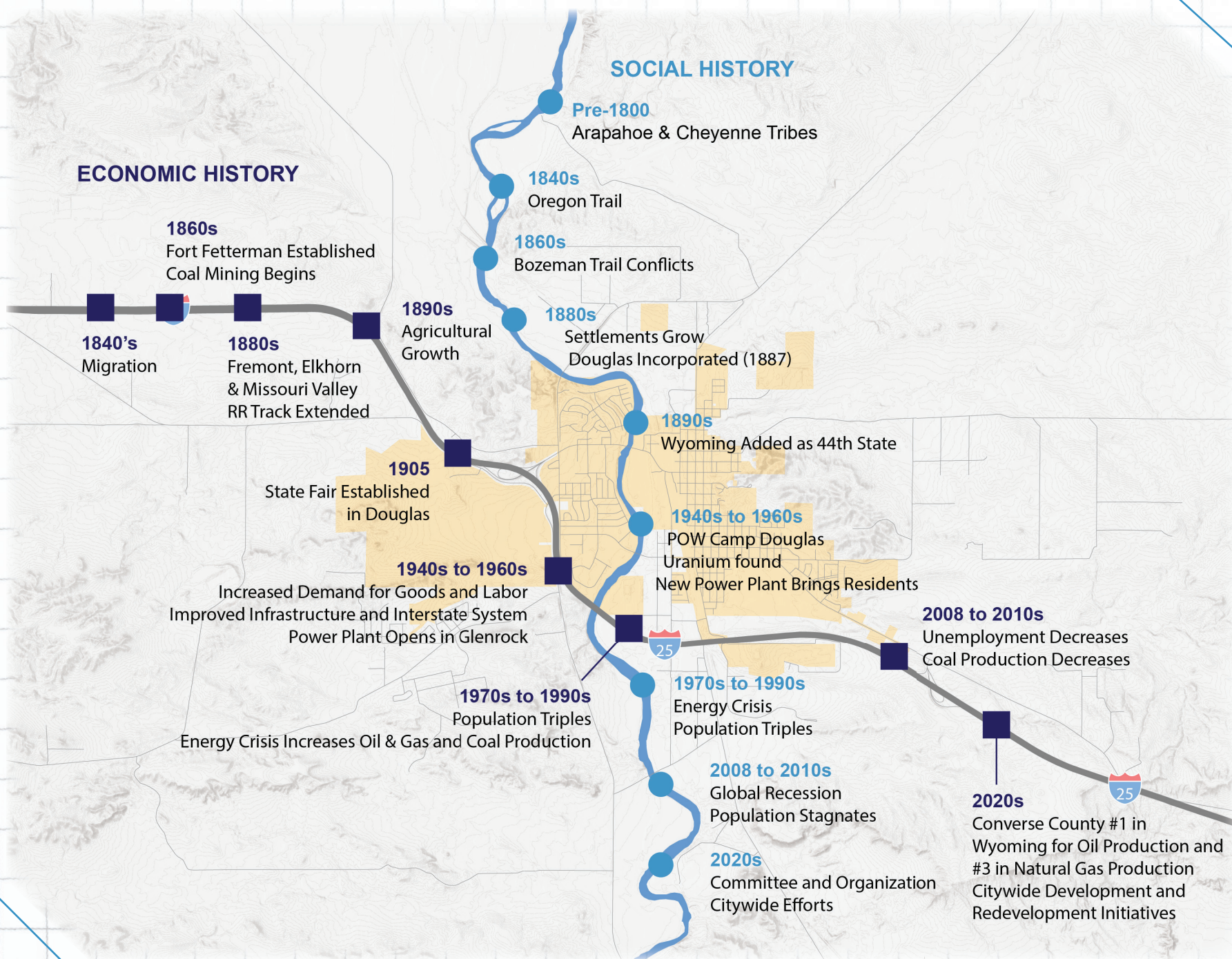
21ST CENTURY

- 2008: The Global Recession impacted Douglas, but Converse County's labor force grew, and unemployment declined.
- 2020: The COVID-19 pandemic disrupted business and everyday life. Energy uncertainties and inflation increased poverty and lowered income.
- Today: Douglas is shaped by agricultural heritage and energy production. It is a hub for recreation and tourism.



ECONOMIC HISTORY

SOCIAL HISTORY

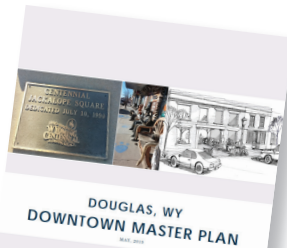


FIXTURES AND MATERIALS (RELATED PLANS)

Our Community Blueprint continues, rather than replaces, previous Douglas and Converse County planning efforts, ensuring continuity, building on past successes, and addressing unresolved challenges. Reviewing these plans helps us identify trends, evaluate the effectiveness of past policies, and align our new plan with regional priorities and initiatives.

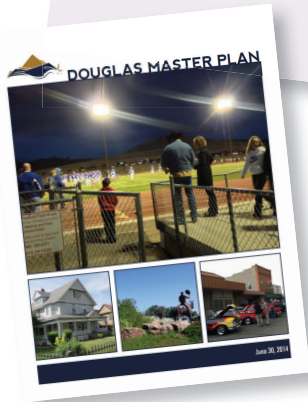
2010 Rehabilitation Standards for Downtown

Our community adopted ten standards based on the Secretary of the Interior's Standards for Rehabilitation. The goal was to ensure proposed changes would be compatible with the historic character of the properties they affect and be appropriate within the downtown historic district.



2015 Downtown Master Plan

This plan articulated strategies for physical improvements to downtown and regulatory changes that would enhance our underutilized historic commercial and civic hub. An update to the plan will be finalized in 2025.

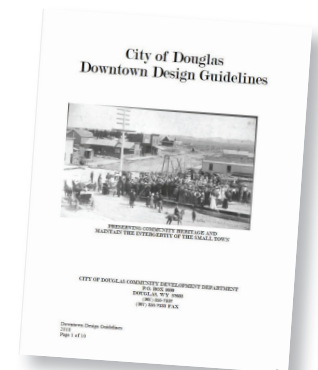


2014 Master Plan

The 2014 plan established “character districts,” used to align vision and policies. Policies were categorized into four frameworks: Land Use, Housing, & Community Character; Transportation & Infrastructure; Economic Development; and Parks, Recreation, & Community Amenities. This Blueprint is a comprehensive, ten-year review. Some goals have been achieved, others are obsolete, but some remain relevant and are reflected in this plan.

2018 Downtown Historic District Design Guidelines

These were adopted to encourage renovation and development within the downtown area, promoting visual continuity, retaining historic integrity, and encouraging creative design solutions. The guidelines outline choices for achieving design compatibility and help protect property values by encouraging improvements that maintain buildings as viable assets. An update to the guidelines will be completed Q4 2025 / Q1 2026.



2024 Converse County Housing Assessment and Workforce and Training Assessment

These studies provided an initial assessment of housing needs, workforce issues, and economic trends for the region. Elements from these studies were incorporated into this plan, based on alignment and accuracy of information to our community.

Strategic Doing

Our Strategic Doing is a proactive approach to strategic plans and annual budgets. It fosters collaboration by integrating essential documents like our comprehensive plan (Community Blueprint), capital improvement plans, and operating budgets. This effort is reviewed annually with constant progress monitoring. Our Community Blueprint's actions serve to support and supplement those found in the Strategic Doing.

2026 Downtown Master Plan (Downtown Blueprint)

The Downtown Master Plan builds on the foundation of the 2015 plan and aligns with our community's vision for a vibrant, thriving downtown. It provides a flexible framework to guide future improvements, supporting Douglas Main Street's efforts to strengthen the community core through economic vitality, design enhancements, organizational support, and active promotion. This plan is intended to evolve as needed to incorporate emerging opportunities and community priorities.



CENTER LINE (VISION & VALUES)

Our VISION sets the destination, and our VALUES outline the principles and behavior necessary to reach that destination. When both are clearly defined, they create a powerful framework that drives success, fosters unity, and builds a sustainable path forward to ONE DOUGLAS. We asked residents of Douglas about their vision for our City and what they valued most in their community.

Vision

Douglas is Vibrant, Resilient, and Welcoming

Values



ATMOSPHERE

We emphasize neighborhood connectivity, family-oriented spaces, and foster collaboration and loyalty. We encourage our community to be courageous, forward-thinking, and not complacent.



ECONOMY

We support local businesses through new and expanded commerce and restaurants, improve our gateways and the downtown area, and attract statewide events and conferences. A stable and balanced economy, workforce housing, and opportunities for small businesses are important to our community.



RECREATION

We create fun and inviting places for youth, provide recreational spaces, and promote outdoor activities for enthusiasts, local and regional tournaments, and residents and visitors of all ages and abilities. We believe in enhanced safety and access through pedestrian infrastructure improvements. Special attention is given to youth programs, senior activities, and healthy family-oriented events and activities.



HOUSING

We expect and encourage well-designed, diverse housing options, ranging from entry-level, workforce, and senior housing. Through partnerships with our development and business communities, we can see our community prosper.



INFRASTRUCTURE

We focus on creating beautiful, welcoming environments with enhanced wayfinding, sidewalks, lighting, and connections between destinations such as our gateways, schools, community facilities, the downtown, and the state fairgrounds. Improving the conditions of our public infrastructure, from water and wastewater facilities to local roadways is a top priority.



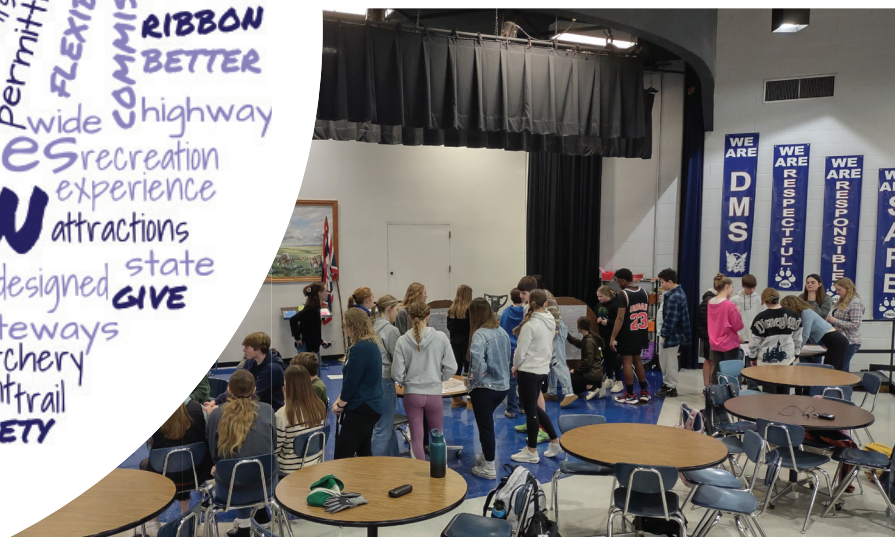
TOURISM

We enhance visitor experiences, including historic and recreational tourism, and offer a variety of cultural activities. Specific attention is given to improving our gateways, river access, and outdoor public spaces such as parks, the archery range, and the river trail corridor.



COMMUNICATION

We emphasize and model the importance of follow-through, commitment to visioning and planning efforts, and transparent communication with our citizens.



CROSS SECTIONS (PLAN ELEMENTS)

The elements of our Blueprint plan offer a structured approach to guide growth, development, and resource management by addressing key areas including Land Use & Character, Housing, Infrastructure, Recreation & Tourism, Historic Preservation, Art, and Culture, and Economic Development. Each element ensures that our community goals are achieved in a balanced and coordinated manner, promoting a vision that reflects the needs and aspirations of our community while considering environmental and economic impacts. Together, these elements form a cohesive blueprint for achieving orderly and equitable development over time.

One Douglas

LAND USE & CHARACTER

Douglas is Home

HOUSING

Foundations of Douglas

INFRASTRUCTURE

Destination Douglas

RECREATION & TOURISM

Douglas Uncovered

HISTORIC PRESERVATION

Upstart Douglas

ECONOMIC DEVELOPMENT



ONE DOUGLAS (LAND USE & COMMUNITY CHARACTER)

The One Douglas cross section presents strategies and actions related to unified and purposeful land development.

Collaboration is key to creating a welcoming, vibrant City where we all feel at home. We can work together as community leaders and business owners to support beautification and property maintenance, promote local businesses, sponsor community events, and increase information flow, all while fostering a sense of pride in our community through art, historic preservation, and cohesive design. By maintaining aesthetic appeal, hosting events, and improving linkages such as biking paths, sidewalks, and safety measures, we can keep visitors longer while showcasing Douglas's unique community spirit. Our goal is to make Douglas the best-kept secret, offering a welcoming, connected environment that appeals to both residents and tourists alike.

As stated boldly on the City of Douglas website, Douglas is one of the best small towns in America “because of the commitment of its citizens to be a part of the community, to understand that the whole is greater than the sum of its parts; that working together we can create more than any of us can as individuals. It’s a community where initiative and hard work are the keys to success, and where we still have the roll-up your sleeves spirit that sends a message that in Douglas, Wyoming, we are very definitely open for business.”

Physical Development Considerations

1

NATURAL ASSETS, SUCH
AS THE NORTH PLATTE
RIVER CORRIDOR AND THE
EASTERN HILLS

2

CONTINUITY ACROSS
THE INTERSTATE

3

DOWNTOWN FOCUS

4

EXTENT OF MUNICIPAL
SERVICE AREA

Strategy Direction

CHARACTER CONNECTION

- Consider intensity, density, and aesthetics of development over category of use, allowing for live/work opportunities.
- Respect the character, scale, and historic context of the surrounding area when developing or redeveloping.
- Create compatibility between land uses using transitional elements such as berms, buffers, and screening to mitigate potential conflicts.
- Facilitate community clean-up opportunities and abate nuisances.

INTERGOVERNMENTAL CONNECTION

- Coordinate with Converse County on development within and around the Urban Growth Boundary (UGB).
- Cooperate with Converse County School District #1 in planning for population growth and the demand for school facilities.

NATURAL CONNECTION

- Identify, preserve, and protect character-defining natural features, such as the North Platte River, and scenic views.
- Require new developments to interlock greenspace corridors and to connect to existing pedestrian networks wherever possible.
- Maintain and enhance trees and landscaping, appropriate for the region, along roadways and within gateways.
- Minimize structural and fiscal losses by regulating areas subject to natural hazards, such as special flood hazard areas in accordance with state and federal law.

COMMUNITY CONNECTION

- Foster effective communication and collaboration with local businesses and residents to increase community participation in City projects and encourage shared ownership of beautification and development efforts.
- Increase frequency and mode of communication of City information.
- Collaborate with community partners on beautification, clean-up days, landscaping, and public art projects to foster a strong sense of community pride.
- Include youth in local government considerations and decision-making.



Action Items:

COMMUNITY IDENTITY AND BRANDING

- Develop a unified City brand that highlights local attractions, outdoor spaces, and events to attract tourists.
- Utilize the Wagonhound land to enhance the City's appearance by providing a welcoming gateway.
- Establish a strong welcoming presence at the major entryways into the community off Interstate 25, also known as gateways.
- Distribute calls for local artists first to celebrate local entrepreneurs and the creative industry around Douglas.

PUBLIC SPACES AND AMENITIES

- Add amenities such as shade structures, lighting, and a stage to Jackalope Square to create a more vibrant and functional public space.
- Develop programs and spaces that attract young families, such as new playgrounds, splash pads, and youth-centered events.
- Evaluate and create pedestrian linkages between public spaces, amenities, and local destinations such as downtown, schools, public facilities, and gateways.

YOUTH AND COMMUNITY ENGAGEMENT

- Create a youth advisory committee that meets regularly to provide input on citywide initiatives such as projects and capital improvement plans.
- Develop a communication plan for reaching businesses and residents more effectively, frequently, and across a variety of mediums.

BEAUTIFICATION AND COMMUNITY INVOLVEMENT

- Provide opportunities for businesses and residents to engage in beautification efforts.
- Create a volunteer community clean-up squad.
- Evaluate and, if feasible, implement grants or funding resources to help property owners. See "Foundations of Douglas."

DEVELOPMENT AND GOVERNANCE

- Establish an Intergovernmental Agreement (IGA) with Converse County for common development standards within the UGB.
- Add flexibility and efficiency to the Unified Land Development Code to simplify and encourage development that meets the goals of the community.

FUTURE LAND USE VISION

The Future Land Use Map is a critical tool in planning that illustrates our community’s vision for long-term growth and development. It guides our decision-making, balancing competing needs. By providing a clear framework, the map ensures sustainable, organized, and strategic development while preserving our community’s character and resources.

Opportunity Areas

In 2015, our community adopted four distinct “character districts” to better define our neighborhoods, allowing the vision and actions to be tailored to each area of City. The Future Land Use Map also shows residential, employment, and open space opportunity areas.

Employment Opportunity Areas

We have numerous commercial and industrial sites that are nearly shovel-ready, ideal for employers wishing to relocate or expand existing businesses. The Future Land Use Map denotes Employment Opportunity Areas for economic development, based on access to highways, rail, and public infrastructure. Protecting the vibrancy of the downtown core takes priority. Redevelopment of existing commercial and industrial sites is also strongly encouraged. The types of employment that are acceptable are determined by the context of the site itself. See the “Upstart Douglas” section for economic development-specific strategies and actions.

Residential Opportunity Areas

Economic health hinges on rooftops. We need people to thrive. Community feedback indicated a strong desire for not only housing, but the amenities that make a place home. Residential areas should be characterized with access to parks, trails, and safe pathways to schools and stores. Neighborhood support services such as daycares, places of worship, coffee shops, and fuel stations should have a place at major intersections and along collector streets. Neighborhoods should fit into the existing street grid, increasing access and safety. The Future Land Use Map designates Residential Opportunity Areas as places where new residential development is encouraged. See the “Douglas is Home” section for housing-specific strategies and actions. In specific areas around the perimeter of the community, Estate Residential Areas are identified, separate from more urban and traditional residential neighborhood areas.

HOW TO USE THE FUTURE LAND USE MAP

- 1. Guide Zoning Decisions**
- 2. Evaluate Development Proposals**
- 3. Plan Infrastructure Investments**
- 4. Preserve Natural Resources**
- 5. Coordinate with Regional Plans**
- 6. Engage the Community**

Open Space Opportunity Areas

The Open Space Opportunity Areas are land or water areas that have the potential to be set aside, preserved, or managed for public or private use to provide recreation, conservation, or aesthetic benefits. These areas could include parks, greenways, trails, natural habitats, wetlands, and undeveloped land. Open spaces are generally protected to enhance environmental quality, preserve biodiversity, and contribute to the well-being of a community by offering spaces for outdoor activities and scenic beauty. The North Platte River riparian corridor is the largest open space in our community. The Open Space Opportunity Area brings attention to land that for one reason or another could be used as open space, not that it has been reserved for open space except for instances of natural hazard, such as steep slopes, floodplain, or particularly sensitive ecological habitats.

Character Districts

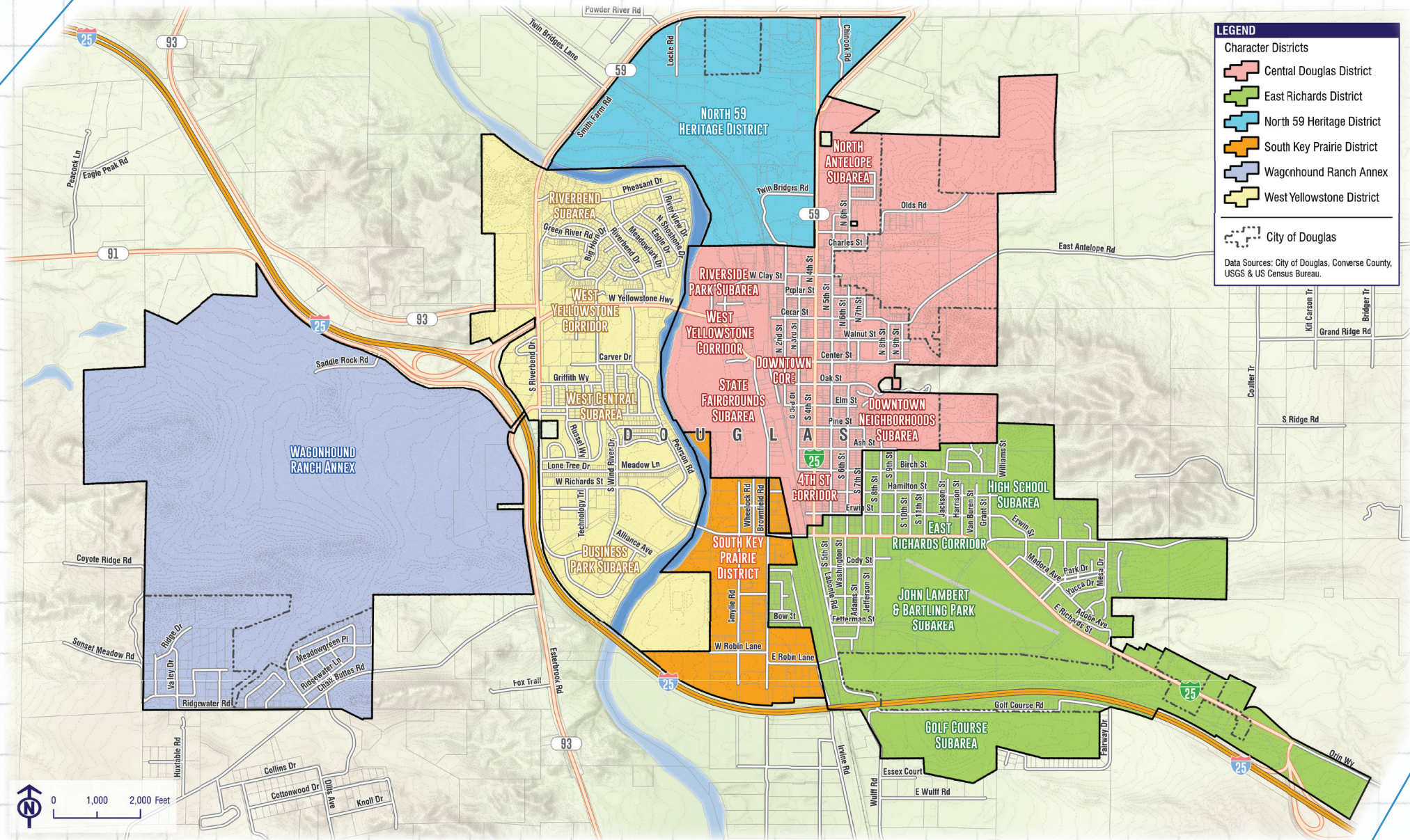
Character Districts are areas with common natural, scenic, cultural, and physical attributes, values, needs, and social interaction. The character of development should be treated differently in the various neighborhoods and commercial corridors within our City, based on the unique setting of each area. As such, the vision and strategies for different areas of the community should also be differentiated. Each Character District is intended to be aspirational in nature and plans, diagrams, figures, and text represent one of many possible futures. The intent of each District is to state what we would like to see — but not to dictate the final direction.



CHARACTER DISTRICTS

1. East Richards District
2. Central Douglas
3. West Yellowstone District
4. Wagonhound Ranch Annex
5. South Key Prairie District
6. North 59 Heritage District

Character District Map



East Richards District

Welcome to East Richards, our community's southern gateway that serves as the I-25 business loop. This area provides for a dynamic mix of uses including highway commercial and light industrial, residential neighborhoods, civic landmarks, parks, and wide-open spaces.

At the heart of it all is Richards Street, a key connector with existing retail, restaurants, and employment uses. Surrounding Richards Street are established neighborhoods and important civic anchors:

- The Converse County Joint Justice and Dispatch Center, a symbol of regional collaboration.
- Douglas High School, a hub of education and youth activity.
- The Community Golf Course, offering recreation just south of I-25.

Large vacant tracts, including the former airport now known as the John Lambert Subdivision, offer unique redevelopment opportunities that will shape the next chapter of our southern gateway.

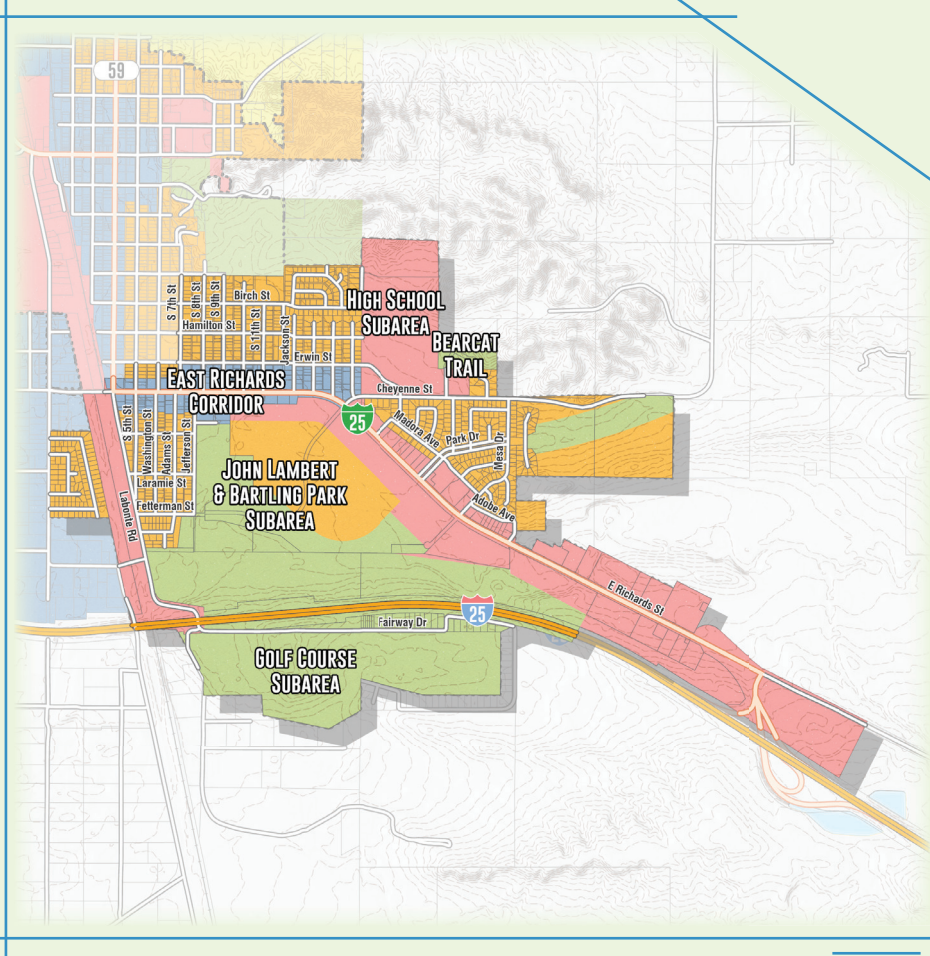
FUTURE CHARACTER

HIGH SCHOOL SUBAREA

Primary Land Use Vision: Preserve residential character around the High School.

Goals and Priorities

- Maintain tree-lined streets and landscaped front yards.
- Use native, water-wise plants and grasses.
- Ensure redevelopment aligns with existing neighborhood character.
- Enhance pedestrian network through sidewalk improvements and ADA upgrades.



BARTLING PARK SUBAREA

Primary Land Use Vision: Diverse and affordable residential housing.

Goals and Priorities

- Encourage walkability and neighborhood interaction.
- Support innovative housing types such as cottages, tiny homes, and townhomes.
- Smaller lots to increase affordability and reduce maintenance.
- Build on energy and excitement of future improvements planned for Bartling Park.

JOHN LAMBERT SUBAREA

Primary Land Use Vision: Diverse and affordable residential housing (concept layout to the right).

Goals and Priorities

- Encourage walkability and neighborhood interaction.
- Support innovative housing types such as cottages, tiny homes, and townhomes.
- Smaller lots to increase affordability and reduce maintenance.
- Build on energy and excitement of future improvements planned for Bartling Park.

EAST RICHARDS CORRIDOR

Primary Land Use Vision: Continued commercial use with integrated residential, civic, and light industrial.

Goals and Priorities

- Enhance aesthetics and pedestrian safety.
- Maintain consistent street frontage.
- Add designated sidewalks and improved ADA ramps throughout.
- Improve building and landscape cohesion.
- Collaborate with WYDOT on corridor improvements and redevelopment activities.

GOLF COURSE SUBAREA

Primary Land Use Vision: Maintain recreation and residential character.

Goals and Priorities

- Preserve existing homes and golf course amenities.
- Maintain Golf Course Road as a key connector across I-25.
- Improve pedestrian connectivity to the rest of the community.



Central Douglas District

Central Douglas: the heart of our community housing our historic downtown. Our multi-block downtown is surrounded by government buildings, the hospital, and historic neighborhoods. It serves as the civic and cultural core of our community, with a strong foundation for continued revitalization and growth.

The area includes a mix of residential densities, businesses, and varying industrial uses along the railway. Key community and tourist destinations enhance the area's vibrancy.

- Riverbend Park, a scenic public space offering recreation and gathering opportunities along the North Platte River.
- Pioneer Museum, a cultural landmark celebrating local heritage.
- The Wyoming State Fairgrounds, which attracts thousands of visitors throughout the year.
- Douglas Railroad Interpretive Museum and Visitor Center where you can learn more about our community's history.

Revitalization efforts are already underway, with plans to enhance the district's walkability, economic vitality, and connection to surrounding neighborhoods.

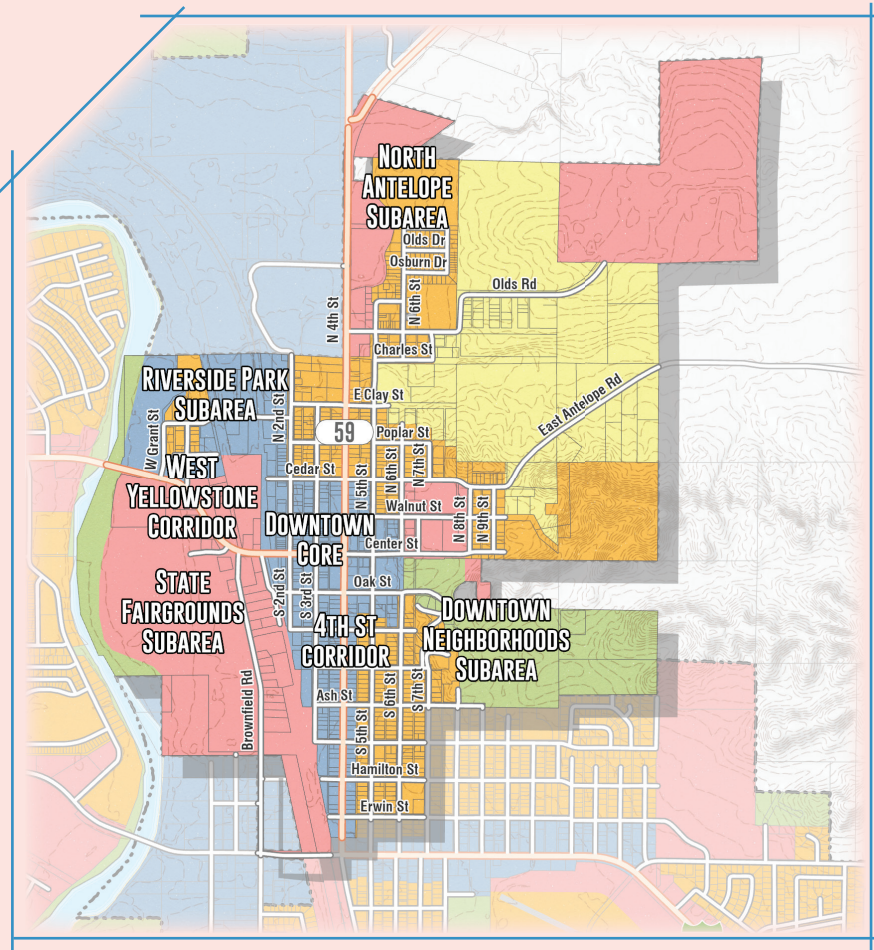
FUTURE CHARACTER

NORTH ANTELOPE SUBAREA

Primary Land Use Vision: Mixed-use growth with commercial, industrial, and residential development.

Goals and Priorities

- Encourage higher-quality buildings fronting 4th Street.
- Integrate landscaping elements along corridors and at entry points.
- Evaluate the viability of on-street and off-street bike paths, integrate recommendations.
- Improve pedestrian safety by repairing sidewalks and adding ADA-compliant ramps.



- Explore creative public amenities such as art installations, benches, bike racks.
- Focus public-facing improvements along West Yellowstone Highway between the North Platte River and 4th Street.

RIVERSIDE SUBAREA

Primary Land Use Vision: Residential and public amenity expansion.

Goals and Priorities

- Maintain connectivity and orderly design as the area builds out with strong park and trail connections.
- Support continued infill development and property clean-up efforts.
- Identify and promote redevelopment and investment for uses supportive of the Senior Center and nearby facilities.
- Partner on gateway improvements to the Fairgrounds and Downtown as the western gateway to these areas along Yellowstone.

DOWNTOWN CORE SUBAREA

Primary Land Use Vision: A mix of commercial, civic, and residential uses (primarily upper floor or higher density residential) in a vibrant, pedestrian-friendly environment for all.

Goals and Priorities

- Promote outdoor dining, public plazas, and gathering spaces.
- Integrate public art and cultural events.
- Renovate historic buildings.
- Attract new businesses.
- Establish cohesive streetscape along 2nd, 3rd, and 4th Streets.
- Improve connectivity, safety, beautification, and public infrastructure.
- Implement Downtown Blueprint recommendations.

DOWNTOWN NEIGHBORHOODS SUBAREA

Primary Land Use Vision: Supporting civic, employment, recreation, and park uses.

Goals and Priorities

- Preserve historic residential neighborhood design and characteristics.
- Support live-work and senior living opportunities.
- Explore adaptive reuse and infill development.
- Maintain neighborhood identity while integrating new uses.
- Promote beautification and property clean-up efforts, including public infrastructure opportunities exist that could be used for senior living or other live-work situations.



West Yellowstone District

Our western gateway along Yellowstone Highway welcomes visitors from I-25 and Highway 59. This district is a key arrival point for those attending the Wyoming State Fair and other community attractions, offering a first impression of Douglas's character and vitality.

Separated from the rest of the City by the North Platte River and the I-25 corridor, West Yellowstone features a diverse mix of land uses that have evolved over the past 40–50 years. The district features numerous pad-ready sites for new residential, commercial, and business development. Revitalization efforts are possible within existing light industrial areas along the western and southwestern edges, particularly adjacent to the interstate. With its strategic location, mixed-use character, and development-ready parcels, West Yellowstone serves a central role in shaping growth and the community experience now and into the future.

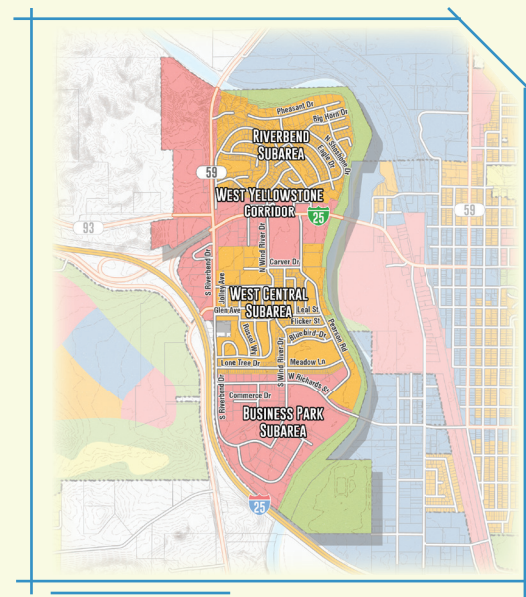
FUTURE CHARACTER

WEST CENTRAL SUBAREA

Primary Land Use Vision: Mixed-density residential development with evolving neighborhood characteristics.

Goals & Priorities

- Develop the Community Center Subdivision, a Mixed-Use Planned Unit (MU-PUD) neighborhood development centered around the new Douglas Community Center with a focus on attainable housing, recreation, and a neighborly sense of belonging.
- Support high-quality neighborhood development with infill and revitalization opportunities.
- Encourage creative housing solutions such as tiny home communities, duplexes, and townhomes.
- Maintain compatibility with area and incorporate transitions to commercial and industrial to the west.
- Continue strong connectivity using a street grid pattern and pedestrian amenities that meet ADA compliance.



WEST YELLOWSTONE CORRIDOR

Primary Land Use Vision: Commercial corridor serving both travelers and local residents with a mix of hospitality, business, and commercial uses.

Goals & Priorities

- Support hotel and retail development growth.
- Enhance gateways with entry monuments, lighting, and landscaping.
- Ensure properties are maintained with streetscaping.
- Redevelop vacant and underused sites on Yellowstone.
- Improve traffic and pedestrian safety with walkways and consolidated access.

BUSINESS PARK SUBAREA

Primary Land Use Vision: Industrial and commercial employment center with educational and conservation uses.

Goals & Priorities

- Attract new light industrial and commercial users.
- Ensure new development aligns with Douglas Business Park design standards.
- Remove barriers to investment and capitalize on new and existing business expansion plans.

Wagonhound District

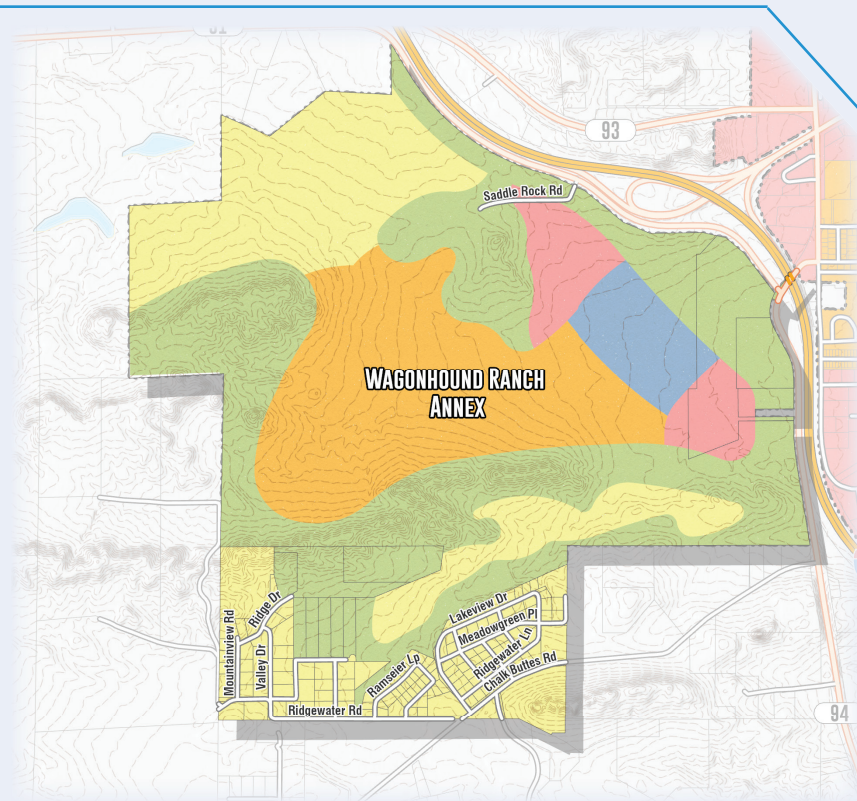
Welcome to Wagonhound, Douglas's frontier for future growth. Located west of the I-25 corridor, this district is currently undeveloped agricultural land with excellent visibility from Interstate 25. Access is limited today, primarily via the Esterbrook Road underpass, but future plans envision Wagonhound as a vibrant extension of the community.

FUTURE CHARACTER

Primary Land Use Vision: With its strategic location and open landscape, Wagonhound is ideally suited for a flexible mix of uses that respond to market demand and community needs.

Goals & Priorities

- Improve vehicle and pedestrian access to integrate Wagonhound with the rest of Douglas.
- Upgrade the existing Esterbrook Road underpass.
- Explore a potential second underpass to extend Richards Street westward.
- Remove prescriptive land use limitations to allow for creative, market-responsive development.
- Encourage site planning that leverages visibility from I-25 and proximity to West Yellowstone and Downtown districts.
- Preserve sizable open space areas for recreation, stormwater management, and visual relief.
- Promote green infrastructure and trail connectivity as part of future development.
- Investigate and develop a plan for serving the district with water and critical infrastructure.



South Key Prairie District

This area is a unique part of our community, composed of unincorporated properties surrounded by the City on the west, north, and east. Bounded by the North Platte River to the west, Interstate 25 to the south, and railroad tracks along the eastern edge, this district is physically separated from the rest of the community but remains an integral part of our future.

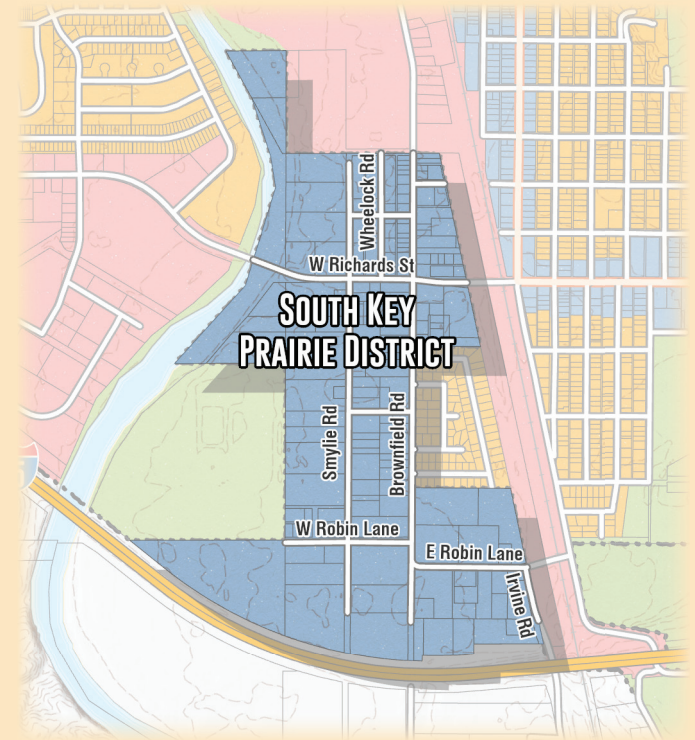
The northern third of the district is home to existing employment and industrial businesses, while the remaining area features estate and ranchette sized parcels, reflecting a more rural development pattern. With its mix of uses and natural boundaries, the South District offers opportunities for thoughtful integration that respects its existing character while improving connectivity and infrastructure.

FUTURE CHARACTER

Primary Land Use Vision: Ongoing estate and ranchette residential, employment and light industrial land uses with open space transitions along the river and interstate corridors.

Goals & Priorities

- Upgrade street and utility infrastructure to support existing and future uses.
- Add pedestrian connections to improve access across the district and to adjacent areas.
- Maintain estate and ranchette development patterns in the southern portion of the district.
- Enhance the visual appeal of W. Richards Street.
- Improve the river corridor as a scenic and recreational asset.



North 59 Heritage District

The district is located along the northwest edge of our community, encompassing a mix of employment and industrial uses in unincorporated areas along Highway 59 and the North Platte River. The railway bisects the district, adding both logistical value and physical separation from adjacent neighborhoods.

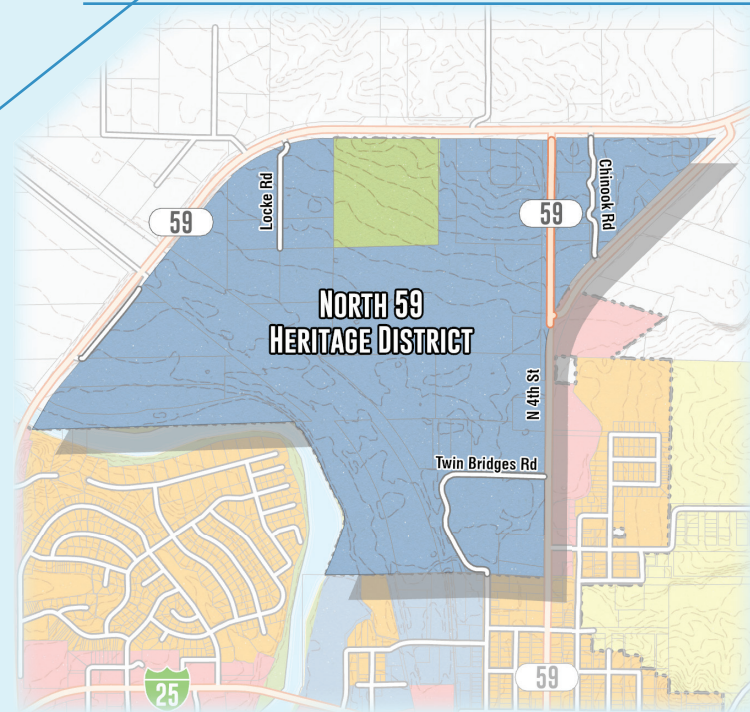
Additionally, the district is home to several important cultural and historical assets, including the City's historic Pioneer Cemetery and preserved tracks from the Oregon Trail. With some of the best panoramic views of Douglas and the surrounding landscape, the Northern Community District offers a unique blend of heritage, economic opportunity, and natural beauty.

FUTURE CHARACTER

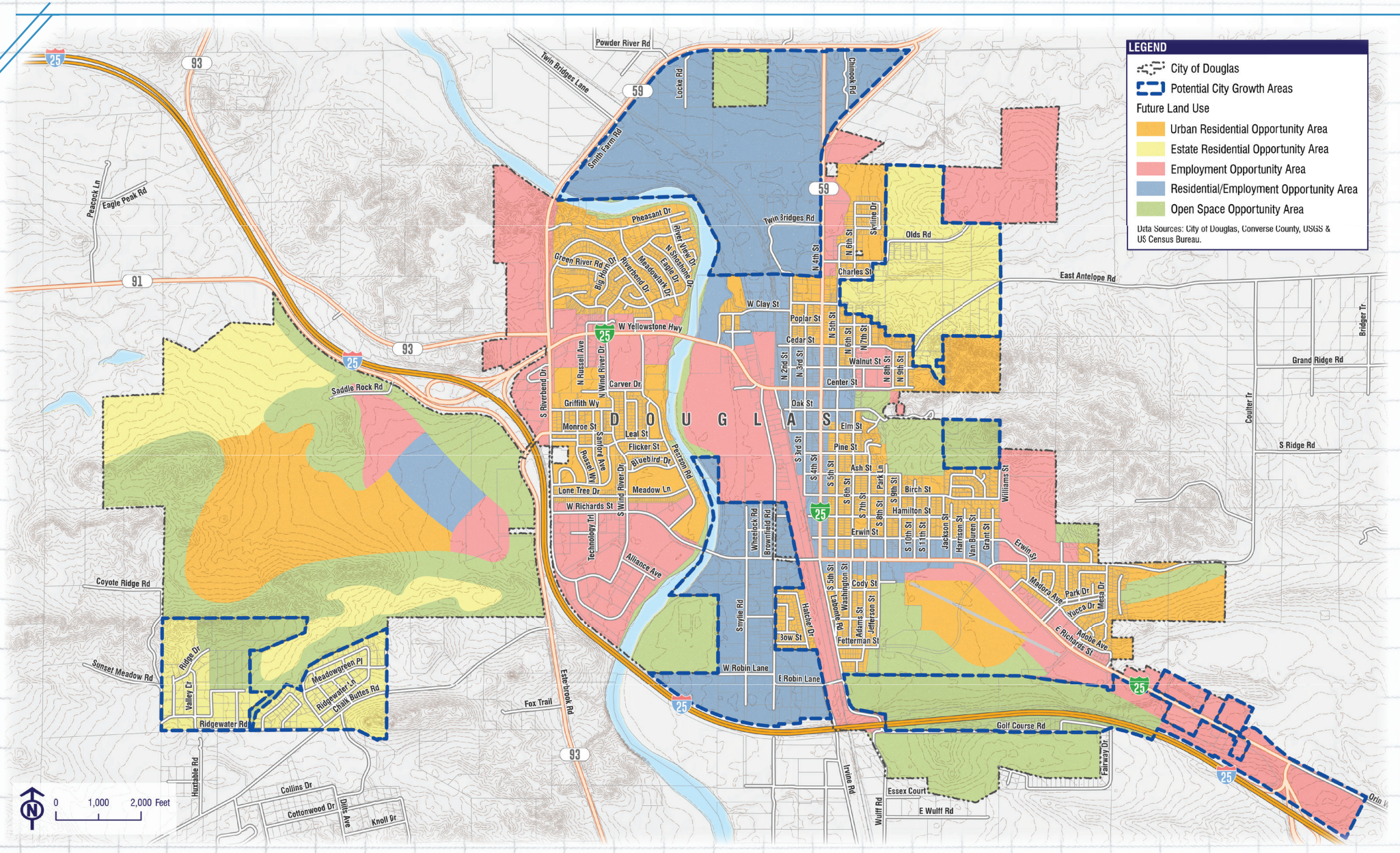
Primary Land Use Vision: Future development is expected to maintain the existing employment and industrial pattern along Highway 59, while introducing integrated mixed-use and residential uses closer to the middle and southern edge where infrastructure can support growth. Open space should be preserved along the river corridor and around historically significant areas.

Goals & Priorities

- Assess existing properties for clean-up opportunities using brownfields grants and related funding sources.
- Develop a master plan vision for the district to guide build-out scenarios and opportunities for public/private partnerships.
- Identify utility and infrastructure connections needed to support future growth.
- Protect and promote view corridors to the south and open space areas along the river.
- Maintain the integrity of the Pioneer Cemetery and Oregon Trail historical assets.
- Identify and attract major industrial employers to diversify the local economy and create new jobs.



Future Land Use Map



DOUGLAS IS HOME (HOUSING)

Our community is focused on enhancing the quality of life by fostering great neighborhoods with thoughtful housing and design. We strive to maintain a small-town feel through careful zoning while building on the strengths and assets already in place.

We face significant housing challenges including a limited inventory of attainable and mid-range housing options, especially for first-time homebuyers, seniors, and single individuals. The community struggles to attract developers due to high construction costs, and a shortage of contractors. Strategies such as providing infrastructure grants to builders, encouraging infill development, and activating upper-story apartments downtown could help expand the housing stock. Addressing these issues can directly impact workforce retention and improve the overall economic vitality of our community.

There is a strong need for more housing options, including multifamily units, senior housing communities, and accessible entry-level homes, which would help alleviate housing shortages and free up existing homes for others. The specific type of residential allowed is contextually determined. For example, new residential in the downtown core should be combined with first floor commercial opportunities. Multifamily units are encouraged along busier major roadways. Single-family units should be buffered from arterials and highways.

Physical Development Considerations

1

**PRESERVING
NEIGHBORHOOD
CHARACTER**

2

**INCREASING DENSITY
WHILE PROTECTING
ACCESS TO SUNLIGHT,
AIR, AND NATURAL
SPACES**

3

**CAPACITY
LIMITATIONS
OF PUBLIC
INFRASTRUCTURE**

4

**TOPOGRAPHIC
CONSTRAINTS TO
EXPANSION**

5

WATER SCARCITY



Strategy Direction

HOUSING DIVERSITY AND AFFORDABILITY

- Allow and encourage a mix of housing product types within new and redeveloped areas to meet the varied needs of the community, such as affordability or aging in place.
- Facilitate the development of quality housing for low-income and senior residents through private development and public programs.
- Consider incentives and infrastructure partnerships for infill projects and multifamily units in key areas like Downtown.

NEIGHBORHOOD REVITALIZATION AND PRESERVATION

- Promote the revitalization of older neighborhoods by integrating historic preservation efforts into broader community development projects, encouraging the adaptive reuse of residential properties while maintaining overall character.
- Support the rehabilitation of substandard or noncompliant housing to bring into conformance.

QUALITY AND DESIGN STANDARDS

- Ensure that new housing is developed using building practices and materials designed to be long-lasting and durable.
- Use residential design standards to create memorable streetscapes that residents can associate with their neighborhood identity.

FAMILY-FRIENDLY DEVELOPMENT

- Ensure new residential developments are supported by amenities that will attract and retain residents of all ages.

Action Items:

- Promote infill development in underutilized areas including the construction of upper-story apartments in Downtown spaces to maximize available land and support urban revitalization.
- Encourage area non-profits and major employers to partner in developing senior housing communities and aging-in-place solutions, allowing seniors to live independently longer and helping to free up existing homes for other buyers.
- Implement strategies to attract developers to build more housing options, especially multifamily units, townhomes, middle- and entry-level homes, by offering incentives and support for new construction.
- Review municipally enacted development fees to ensure they cover development costs but are not overly burdensome to developers.
- Market development opportunities regionally and nationally to address the shortage of local contractors.
- Support trade programs at local schools by exploring options and coordinating efforts to expand the local trades shortage.
- Support targeted programs and incentives to support first-time homebuyers and small families, helping to increase the availability of affordable housing options for these groups.

FOUNDATIONS OF DOUGLAS (INFRASTRUCTURE)

The community is focused on improving its transportation infrastructure, with an emphasis on expanding and repairing bike paths, sidewalks, and crosswalks. Key priorities include enhancing accessibility, adding more signage for river paths, and ensuring safe routes to schools. Efforts are underway to improve regional bike routes, extend trails to connect key locations like the river and golf course, and enhance walkability, particularly in downtown areas. There is also a push for better traffic control, including roundabouts, traffic lights, and crosswalks, especially in high-traffic areas like Richards and Brownfield. Additionally, improvements to water, sewer, and drainage systems are needed, along with public transportation options such as bus routes and local taxi services to ensure connectivity and ease of access for all residents.

By prioritizing smart growth and improving infrastructure, the aim is to ensure the area continues to develop in a way that supports long-term sustainability and success.

Physical Development Considerations



Strategy Direction

COORDINATE MUNICIPAL AND UTILITY SERVICES

- Phase utility upgrades in areas with deficient service or planned development.
- Ensure new annexations align with the Comprehensive Plan and meet City standards.
- Promote creative stormwater management strategies for better filtration and aquifer recharge.

SUPPORT EMERGENCY AND PUBLIC SERVICES

- Provide adequate facilities and equipment for police, fire, and rescue agencies.
- Ensure municipal operations meet state and federal environmental standards.

FUND INFRASTRUCTURE WITH DEVELOPMENT

- Require those benefiting from new infrastructure to bear associated costs.
- Use developer funding or agreements for streets, sidewalks, bike lanes, and storm sewers in new developments.

DEVELOP AND EXPAND TRANSPORTATION NETWORKS

- Implement traffic management strategies that enhance safety and ease of movement, including the installation of traffic signals, stop signs, and the introduction of railroad silent crossings.
- Continue existing street patterns into new developments.
- Enhance Multi-Modal Connectivity.
- Prioritize intersection improvements for safety and accessibility for pedestrians and cyclists.
- Continue to expand and enhance regional bike routes, trails, and river access, connecting key locations for both recreational use and improved transportation options.
- Improve connectivity for children to schools, parks, and other destinations.
- Investigate future public transit options like commuter buses.
- Collaborate with WYDOT to improve pedestrian and bicycle safety along highways.

ENCOURAGE SUSTAINABLE WATER USE

- Maintain up-to-date water studies to understand expected demand.
- Explore alternative water sources.
- Require and encourage water conservation to maximize availability for residents.
- Use conservation practices on municipal lands and in City-owned facilities.
- Encourage the use of native plants with low watering requirements.
- Encourage water and energy conservation education and outreach programs.

*Action Items:*

- Prioritize repairs and expansion of bike paths and sidewalks, with a focus on critical areas like Richards and 4th Streets, to ensure safe and accessible pedestrian routes.
- Develop and enhance safe walking paths, bike routes, and connections to major trail systems, including adding crosswalks, bridges, and connections to the river and golf course areas.
- Enhance crosswalks and signage, particularly at key river path entrances, Yellowstone by the schools, and around the Fairgrounds, to improve visibility and safety for pedestrians and cyclists.
- Install traffic control measures to improve traffic flow and safety, with particular emphasis at Center, Brownfield, and Richards.
- Extend the duration of crosswalk lights in downtown areas to ensure adequate time for pedestrians to safely cross busy streets.
- Add a Park & Ride on the north side of town near Highway 59.

DESTINATION DOUGLAS (RECREATION & TOURISM)

Recreation and tourism are essential for the economic health of our community as they create jobs across various sectors such as hospitality, transportation, and retail, while boosting local revenue through visitor spending. This revenue helps fund public services, infrastructure, and community development initiatives, benefiting tourists and residents. Tourism also diversifies the economy, reducing reliance on a single industry and making us more resilient to economic changes. Additionally, tourism promotes the preservation of local culture and heritage, attracts investment, and can balance seasonal economic fluctuations. Recreation and tourism provide significant economic growth opportunities, support business development, and enhance our long-term stability.

Physical Development Considerations

1

CONNECTIVITY IS CONSTRAINED
BY THE RIVER, INTERSTATE, AND
RAILROAD.

2

DOUGLAS ALREADY BOASTS
GREAT RIVER ACCESS.

3

NEIGHBORHOODS ARE NOT WELL
INTERCONNECTED BY PEDESTRIAN
AND BICYCLE PATHWAYS.

Strategy Direction

RIVER ACCESS AND OUTDOOR CONNECTIVITY

- Focus on improving access to the river and expanding connected walking and biking paths, making the river and surrounding areas more accessible year-round.
- Focus on expanding recreational facilities (such as parks, trails, and bike paths), and enhancing riverfront access to improve the community's overall livability and aesthetic appeal.

SUSTAINABLE RECREATION

- Promote sustainable outdoor recreational activities that foster tourism and local economic growth.
- Promote “rewilding” by restoring self-sustaining ecosystems within the city, creating opportunities for residents to experience nature close to home, while conserving water and minimizing demands on City resources.
- Encourage the development of river-related recreational businesses.
- Focus on community engagement to maintain and grow local amenities.

RECREATIONAL OPPORTUNITIES

- Invest in recreational opportunities to improve quality of life, such as new parks, sports facilities, and community spaces.
- Support efforts that offer additional recreation opportunities for all residents.
- Maintain existing City-owned parks and recreation facilities to the National Recreation and Park Association (NRPA) standards.

TOURISM AND EVENT PROMOTION

- Capitalize on the City's natural and cultural assets like dark sky tourism, river activities, and youth sports events to attract visitors and support local businesses.
- Support opportunities for new events in Douglas including sports tournaments, downtown concerts, summer farmers markets, and other family-oriented events and attractions.
- Strengthen partnerships with the Converse County Tourism Board, Pioneer Museum, State Fairgrounds, and other groups to better unify and reduce duplication of tourism efforts.
- Continue to support year-round festivals and events for residents and visitors at key locations including the Downtown, State Fairgrounds, and community parks.
- Promote events catering to outdoor enthusiasts such as fishing tournaments and river-related activities.
- Work with local government entities, tourism offices, and community partners to enhance the City's tourism offerings, improve accessibility, and support local businesses.

Action Items:

- ☐ Expand access to the river with connected walking and biking paths, starting with key points like the Fairgrounds for activities like tubing and kayaking.
- ☐ Clean up and enhance the River Walk area by clearing vegetation, adding water features, and creating a more inviting space.
- ☐ Develop new recreational spaces such as indoor recreational amenities and features for youth, multi-use facilities (such as equestrian trails and moto-cross tracks), and/or a regional sports complex for tournaments.
- ☐ Build new parks and/or recreational areas in underserved locations to provide additional activities.
- ☐ Support the creation of a multi-purpose cultural and entertainment space in Douglas.
- ☐ Foster business incubation for river-related enterprises and promote outdoor attractions like zip lines and river-themed events.
- ☐ Improve Fort Fetterman and Camp Douglas as tourist destinations with living history, tours, and regular operating hours.
- ☐ Utilize the Pioneer Museum and State Fairgrounds as year-round regional attractions.
- ☐ Ensure recreational areas are safe with improved lighting and police patrols, especially at night.
- ☐ Activate parks and trails with wayfinding signs, interpretive information, resting areas, and gathering spaces.
- ☐ Partner with the U.S. Forest Service to promote outdoor opportunities for tourists and residents.
- ☐ Collaborate with recreation providers, search and rescue groups, and others to offer outdoor safety and recreation training (such as canoeing, climbing, and snowmobiling).
- ☐ Pursue state, federal, and railroad (Rails-to-Trails) grant funding to expand the trail system and connect commercial and residential areas.
- ☐ Create and distribute materials to inform the public about recreational opportunities and events, encouraging participation and connections to nature.

DOUGLAS UNCOVERED

(HISTORIC PRESERVATION, ART, & CULTURE)

Embrace our past, tell our story. We are focusing on promoting our rich history through heritage tourism, aiming to educate and engage residents, particularly youth, in preserving local history. Plans include developing and expanding historical tourism opportunities, such as the Child’s Trail, Pioneer Cemetery, and promoting historic sites like the Oregon Trail, Fort Fetterman, Camp Douglas, and the railroad. Efforts will also focus on enhancing community pride, improving communication about local history, and collaborating with tourism offices to harness arts and culture for economic benefit. The importance of preserving and protecting historic properties is emphasized.

To boost tourism and economic growth, we are exploring various initiatives including dark sky tourism, stargazing events, and better utilization of outdoor spaces like the river and nature trails. Public art, murals, and cultural tourism are seen as ways to bring more visitors while celebrating local identity. There is also a focus on improving infrastructure, such as better sidewalks and bike paths, and creating a more welcoming environment for residents and tourists alike. Collaboration with local artists and the community’s enthusiasm for outdoor activities and arts is a key part of fostering a vibrant, connected City.

Physical Development Considerations

1

HISTORIC PROPERTY DEGRADATION AND POOR MAINTENANCE

2

INTEGRATION OF ART, CULTURE, AND HISTORY INTO NEW DEVELOPMENTS

3

TIE WAYFINDING WITH ART AND CULTURE

4

PROTECTING HISTORIC AND CULTURAL RESOURCES FROM NATURAL HAZARDS SUCH AS FIRE, EROSION, AND WEATHER

Strategy Direction

PRESERVE HISTORIC PLACES

- Preserve historic structures in the Downtown by adhering to adopted Secretary of the Interior standards, thereby retaining historic integrity and visual continuity.
- Maintain the Historic Preservation Commission to conduct cultural resource surveys, identify and preserve structures of architectural, historical, cultural, or archaeological significance, encourage adaptive reuse of historic structures, and provide technical assistance for renovations and development within historic areas.

PROMOTE LOCAL HISTORY

- Pursue and encourage opportunities for residents and visitors to understand and appreciate the significance of historic sites.
- Create educational opportunities that connect younger generations with local history and culture, fostering a sense of pride and belonging.
- Focus on increasing awareness and engagement with the City's historical assets, supporting preservation efforts, and incorporating heritage tourism into the community's identity.

CULTURAL AND PUBLIC ART DEVELOPMENT

- Encourage public art initiatives including murals and other cultural tourism activities to celebrate local heritage and attract visitors while enhancing the City's visual identity.
- Integrate public art into new development projects throughout the community.
- Embrace the local arts community.

Action Items:

- ❑ Create engaging experiences and expand interpretive services at historic locations like the Oregon Trail, Fort Fetterman, and Pioneer Cemetery to attract more visitors.
- ❑ Develop youth-oriented tours, educational programs, and events to connect younger generations with local history and foster family participation.
- ❑ Commission murals and public art by local artists that highlight the City's heritage and enhance its cultural tourism appeal.
- ❑ Enhance walking and biking paths, sidewalks, and connections between historic sites and key destinations for residents and tourists.
- ❑ Partner with local artists, businesses, and residents to enrich the City's atmosphere and promote its historical and cultural identity.
- ❑ Continue to protect the Pioneer Cemetery as an important historical asset.
- ❑ Mark and celebrate remaining historic trail features within the City.
- ❑ Provide opportunities for entrepreneurship and spaces to educate, train, and share art.
- ❑ Evaluate and create programs that incentivize and promote the revitalization of historic Downtown structures.
- ❑ Create a tiered historic preservation strategy to evaluate properties and determine those that require preservation approaches versus those that do not require strict application of rehabilitation standards.



UPSTART DOUGLAS (ECONOMIC DEVELOPMENT)

We aim to diversify our economy and reduce dependence on the energy sector by supporting entrepreneurial efforts and recruiting businesses that attract and retain jobs. This includes promoting workforce development, especially in retail, through training programs, job fairs, and collaboration with local institutions like schools and businesses. Target industry studies and entrepreneurial initiatives will help identify areas for growth, and efforts will be made to support small businesses through training, grants, and business incubation such as utilizing the fairgrounds commercial kitchens for pop-up food businesses. Collaboration among City, county, and business stakeholders is key to creating a sustainable economic environment.

In addition to economic growth, we are focused on enhancing quality of life through initiatives that support a thriving Downtown, historic tourism, and recreational opportunities. There is a push to improve local amenities while promoting local shopping and tourism by hosting special events and enhancing the visitor experience. A commitment to Downtown beautification, trail connections, and providing activities for families will contribute to a dynamic and engaged community.

Physical Development Considerations

1

BUILDING FACADES ARE BEING RENOVATED THROUGH THE MAIN STREET FACADE IMPROVEMENT PROGRAM.

2

SOME DOWNTOWN BUILDINGS REQUIRE EXTENSIVE RENOVATIONS.

3

NOT ALL SIDEWALKS AND CROSSWALKS ARE ACCESSIBLE IN COMMERCIAL AREAS.

4

BUSINESS PARKS AND SOME MAJOR EMPLOYERS AND NOT ACCESSIBLE FOR ALL RESIDENTS.

Strategy Direction

ECONOMIC DEVELOPMENT

- Reduce dependence on the energy sector by supporting entrepreneurship and recruiting businesses with a larger employee base.
- Encourage business and industries that serve to diversify the local economy including agricultural, telecommunications, healthcare, electronics, warehousing and distribution, tourism, technology, and outdoor recreation.
- Provide training and job fairs in collaboration with local schools, businesses, and institutions, focusing on retail, building trades, and other important local sectors.
- Conduct target industry and entrepreneurial studies.

- Encourage local business development through upgrading Downtown streetscapes, storefront improvements, business collaboration on beautification efforts, and promotion through regional media and community events.
- Encourage the development of upper floor residential and office uses above first-floor retail and entertainment uses.

COLLABORATION AND PARTNERSHIPS

- Support MainStreet efforts to support continued revitalization and economic growth.
- Foster strong partnerships between The Enterprise, Main Street, EWC, CCSD #1, and major employers to improve workforce development efforts.
- Support business incubation (such as commercial pop-up kitchens and retailers).
- Facilitate high-speed internet access to support growth and innovation.

COMMUNITY AND VISITOR ENGAGEMENT

- Develop a unified City brand that highlights local attractions, outdoor spaces, and events to attract tourists, while improving connections to nature through expanded walking and biking trails.
- Promote the community's history to attract visitors and enhance tourism opportunities.
- Enhance the visitor experience through signage and communication to boost tourism and local engagement.
- Promote events that draw hobbyists and outdoor enthusiasts for recreation and sports activities.

BEAUTIFICATION

- Enhance sidewalks and lighting to improve connectivity and accessibility to commercial centers.
- Focus on continued Downtown and gateway beautification to attract more visitors.
- Encourage development of wind, solar, and other renewable energy sources.

Action Items:

- ☐ Work with local public and private partners to improve the use and aesthetics of existing Downtown buildings to increase small business opportunities.
- ☐ Use tax and lease incentives to promote long-term occupation and revitalization of the Downtown Core.
- ☐ Create fun zones for youth Downtown to draw families in to shop and dine.
- ☐ Host family-friendly activities Downtown.
- ☐ Consider rezoning land by the airport and business park to accommodate light industrial or industrial mixed-use development to attract additional business investment.
- ☐ Maintain inventory of downtown businesses to track conditions and opportunities.
- ☐ Maintain the façade improvement program to incentivize aesthetic improvements to downtown properties.
- ☐ Focus on commercial infill along primary corridors.
- ☐ Partner with major employers providing primary jobs such as MHCC and CCSD#1.
- ☐ Work with The Enterprise to encourage attraction and development of primary jobs.

DETAILS (ACTION PLAN)

To ensure the successful implementation of the Douglas Blueprint, a separate Action Plan Matrix will be maintained as a living document by City of Douglas staff. This matrix will outline specific action steps, identify responsible entities, list potential funding sources, and provide estimated completion dates for each initiative. By keeping this document dynamic and regularly updated, the City can effectively track progress, adapt to changing circumstances, and maintain momentum. This approach will help ensure that projects move forward efficiently and that Douglas continues to advance its goals.

Below is a complete list of the action steps outlined in this plan, compiled for ease of reference and usability. In addition to the list of action steps by theme, the accompanying Prioritization Matrices on page 45 map the community benefit and resource demand for each action item.

ONE DOUGLAS (LAND USE & COMMUNITY CHARACTER)

- ❑ L1. Develop a unified City brand that highlights local attractions, outdoor spaces, and events to attract tourists.
- ❑ L2. Utilize the Wagonhound land to enhance the City's appearance by providing a welcoming gateway.
- ❑ L3. Establish a strong welcoming presence at the major entryways into the community off Interstate 25, also known as gateways.
- ❑ L4. Distribute calls for local artists first to celebrate local entrepreneurs and the creative industry around Douglas.
- ❑ L5. Add amenities such as shade structures, lighting, and a stage to Jackalope Square to create a more vibrant and functional public space.
- ❑ L6. Develop programs and spaces that attract young families, such as new playgrounds, splash pads, and youth-centered events.
- ❑ L7. Evaluate and create pedestrian linkages between public spaces, amenities, and local destinations such as downtown, schools, public facilities, and gateways.
- ❑ L8. Create a youth advisory committee that meets regularly to provide input on citywide initiatives such as projects and capital improvement plans.
- ❑ L9. Develop a communication plan for reaching businesses and residents more effectively, frequently, and across a variety of mediums.
- ❑ L10. Provide opportunities for businesses and residents to engage in beautification efforts.
- ❑ L11. Create a volunteer community clean-up squad.
- ❑ L12. Evaluate and, if feasible, implement grants or funding resources to help property owners. See "Foundations of Douglas."
- ❑ L13. Establish an Intergovernmental Agreement (IGA) with Converse County for common development standards within the UGB.
- ❑ L14. Add flexibility and efficiency to the Unified Land Development Code to simplify and encourage development that meets the goals of the community.

DOUGLAS IS HOME (HOUSING)

- ❑ H1. Promote infill development in underutilized areas including the construction of upper-story apartments in Downtown spaces to maximize available land and support urban revitalization.
- ❑ H2. Encourage area non-profits and major employers to partner in developing senior housing communities and aging-in-place solutions, allowing seniors to live independently longer and helping to free up existing homes for other buyers.
- ❑ H3. Implement strategies to attract developers to build more housing options, especially multifamily units, townhomes, middle- and entry-level homes, by offering incentives and support for new construction.
- ❑ H4. Review municipally enacted development fees to ensure they cover development costs but are not overly burdensome to developers.
- ❑ H5. Market development opportunities regionally and nationally to address the shortage of local contractors.
- ❑ H6. Support trade programs at local schools by exploring options and coordinating efforts to expand the local trades shortage.
- ❑ H7. Support targeted programs and incentives to support first-time homebuyers and small families, helping to increase the availability of affordable housing options for these groups.

FOUNDATIONS OF DOUGLAS (INFRASTRUCTURE)

- ❑ I1. Prioritize repairs and expansion of bike paths and sidewalks, with a focus on critical areas like Richards and 4th Streets, to ensure safe and accessible pedestrian routes.
- ❑ I2. Develop and enhance safe walking paths, bike routes, and connections to major trail systems, including adding crosswalks, bridges, and connections to the river and golf course areas.
- ❑ I3. Enhance crosswalks and signage, particularly at key river path entrances, Yellowstone by the schools, and around the Fairgrounds, to improve visibility and safety for pedestrians and cyclists.
- ❑ I4. Install traffic control measures to improve traffic flow and safety, with particular emphasis at Center, Brownfield, and Richards.
- ❑ I5. Extend the duration of crosswalk lights in downtown areas to ensure adequate time for pedestrians to safely cross busy streets.
- ❑ I6. Add a Park & Ride on the north side of town near Highway 59.



DESTINATION DOUGLAS (RECREATION AND TOURISM)

- ❑ R1. Expand access to the river with connected walking and biking paths, starting with key points like the Fairgrounds for activities like tubing and kayaking.
- ❑ R2. Clean up and enhance the River Walk area by clearing vegetation, adding water features, and creating a more inviting space.
- ❑ R3. Develop new recreational spaces such as indoor recreational amenities and features for youth, multi-use facilities (such as equestrian trails and moto-cross tracks), and/or a regional sports complex for tournaments.
- ❑ R4. Build new parks and/or recreational areas in underserved locations to provide additional activities.
- ❑ R5. Support the creation of a multi-purpose cultural and entertainment space in Douglas.
- ❑ R6. Foster business incubation for river-related enterprises and promote outdoor attractions like zip lines and river-themed events.
- ❑ R7. Improve Fort Fetterman and Camp Douglas as tourist destinations with living history, tours, and regular operating hours.
- ❑ R8. Utilize the Pioneer Museum and State Fairgrounds as year-round regional attractions.
- ❑ R9. Ensure recreational areas are safe with improved lighting and police patrols, especially at night.
- ❑ R10. Activate parks and trails with wayfinding signs, interpretive information, resting areas, and gathering spaces.
- ❑ R11. Partner with the U.S. Forest Service to promote outdoor opportunities for tourists and residents.
- ❑ R12. Collaborate with recreation providers, search and rescue groups, and others to offer outdoor safety and recreation training (such as canoeing, climbing, and snowmobiling).
- ❑ R13. Pursue state, federal, and railroad (Rails-to-Trails) grant funding to expand the trail system and connect commercial and residential areas.
- ❑ R14. Create and distribute materials to inform the public about recreational opportunities and events, encouraging participation and connections to nature.



DOUGLAS UNCOVERED (HISTORIC PRESERVATION, ARTS, & CULTURE)

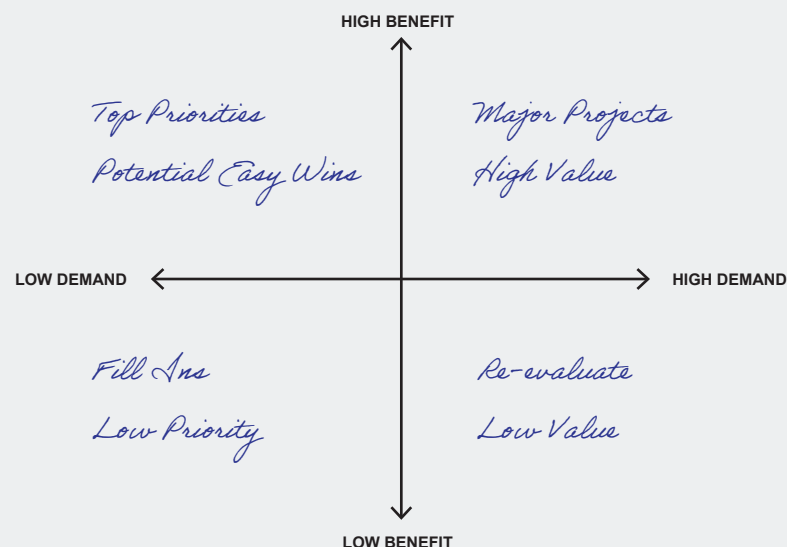
- ❑ C1. Create engaging experiences and expand interpretive services at historic locations like the Oregon Trail, Fort Fetterman, and Pioneer Cemetery to attract more visitors.
- ❑ C2. Develop youth-oriented tours, educational programs, and events to connect younger generations with local history and foster family participation.
- ❑ C3. Commission murals and public art by local artists that highlight the City's heritage and enhance its cultural tourism appeal.
- ❑ C4. Enhance walking and biking paths, sidewalks, and connections between historic sites and key destinations for residents and tourists.
- ❑ C5. Partner with local artists, businesses, and residents to enrich the City's atmosphere and promote its historical and cultural identity.
- ❑ C6. Continue to protect the Pioneer Cemetery as an important historical asset.
- ❑ C7. Mark and celebrate remaining historic trail features within the City.
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- ❑ C9. Evaluate and create programs that incentivize and promote the revitalization of historic Downtown structures.
- ❑ C10. Create a tiered historic preservation strategy to evaluate properties and determine those that require preservation approaches versus those that do not require strict application of rehabilitation standards.

UPSTART DOUGLAS (ECONOMIC DEVELOPMENT)

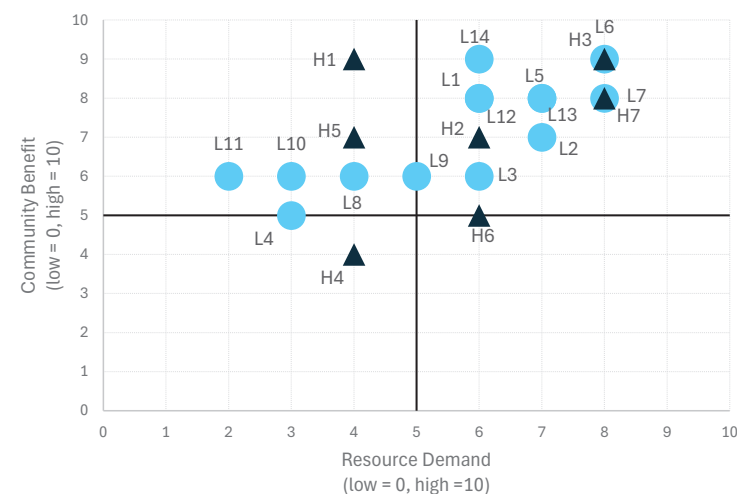
- ❑ E1. Work with local public and private partners to improve the use and aesthetics of existing Downtown buildings to increase small business opportunities.
- ❑ E2. Use tax and lease incentives to promote long-term occupation and revitalization of the Downtown Core.
- ❑ E3. Create fun zones for youth Downtown to draw families in to shop and dine.
- ❑ E4. Host family-friendly activities Downtown.
- ❑ E5. Consider rezoning land by the airport and business park to accommodate light industrial or industrial mixed-use development to attract additional business investment.
- ❑ E6. Maintain inventory of downtown businesses to track conditions and opportunities.
- ❑ E7. Maintain the façade improvement program to incentivize aesthetic improvements to downtown properties.
- ❑ E8. Focus on commercial infill along primary corridors.
- ❑ E9. Partner with major employers providing primary jobs such as MHCC and CCSD#1.
- ❑ E10. Work with The Enterprise to encourage attraction and development of primary jobs.

Prioritization Action Matrix

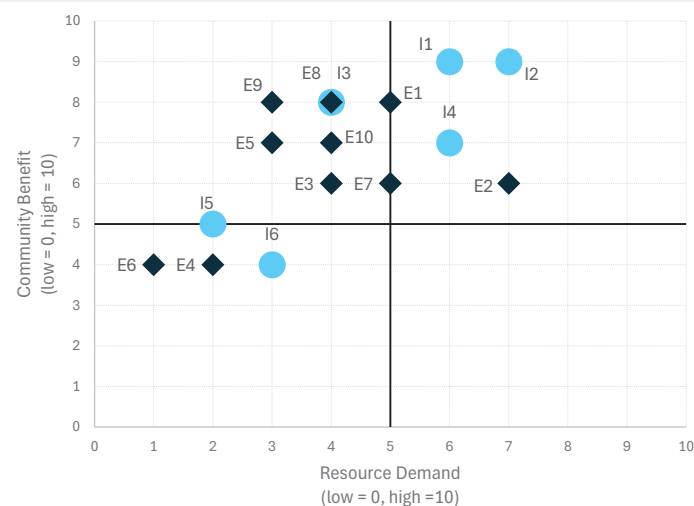
COMMUNITY BENEFIT - RESOURCE DEMAND



LAND USE & COMMUNITY CHARACTER - HOUSING MATRIX



INFRASTRUCTURE - ECONOMIC DEVELOPMENT MATRIX



RECREATION & TOURISM - HISTORIC PRESERVATION, ARTS, & CULTURE MATRIX



APPENDIX A: SIGNATURE BLOCKS

Acknowledgements

A very special thank you to our community, the residents and stakeholders of Douglas for their insights and guidance of our Blueprint Plan.

CITY COUNCIL MEMBERS

- Kim Pexton, Mayor
- Perry Hershberger
- Ron McNare
- Matthew Schmidt
- Joel Weeks

PLANNING AND ZONING COMMISSION MEMBERS

- Jay Hancock (chairman)
- Dave Patterson (vice chairman)
- Scott Bauman
- Carl Kusters
- Robin Velasquez

CITY STAFF

- J.D. Cox, City Manager
- Clara Chaffin, Deputy City Manager / Community Development Director
- Heidi McCullough, Planning Technician

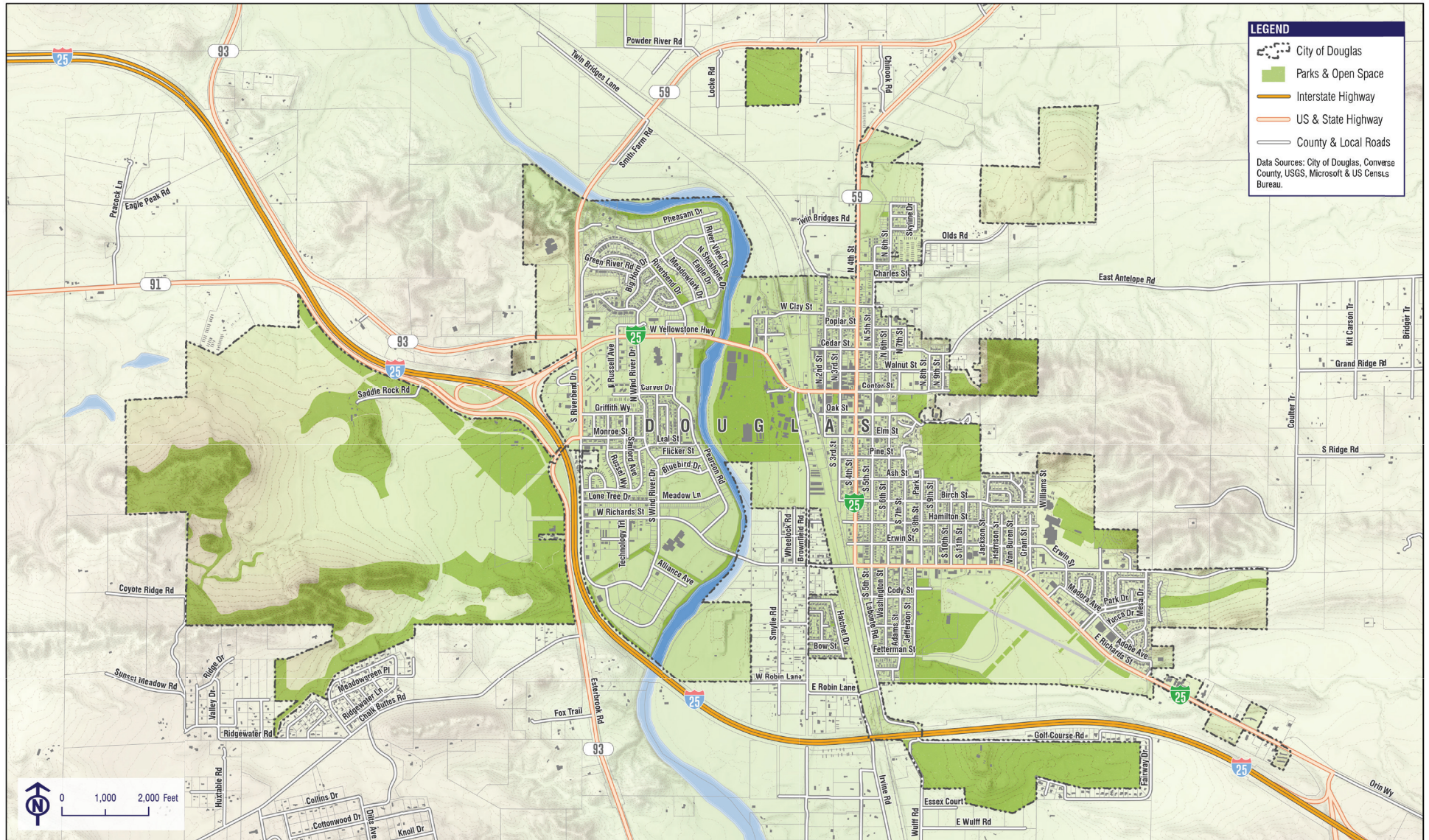
STEERING COMMITTEE MEMBERS

- Converse County Bank
- Converse County Planning
- Converse County Tourism Board
- Douglas Historic Preservation
- Douglas Main Street
- Douglas Middle and High School Student Council Members
- Douglas Senior Center Members
- Downtown Business - Allure Boutique
- Downtown Business - College Inn Bar
- Downtown Business - Hotel LaBonte
- Memorial Hospital of Converse County
- The Enterprise (Economic Development)
- Wagonhound Land and Livestock
- Wyoming Business Council
- Wyoming State Fair

CONSULTANT TEAM



APPENDIX B: MAPS



AYRES

Context Map
Douglas Comprehensive Plan • Douglas, Wyoming



**DOUGLAS
BLUEPRINT**
Building Vision with Action

AYRES ASSOCIATES
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Cheyenne, WY 82001
Project \$1-0706 • 1.23.2025

MAP 1



AYRES

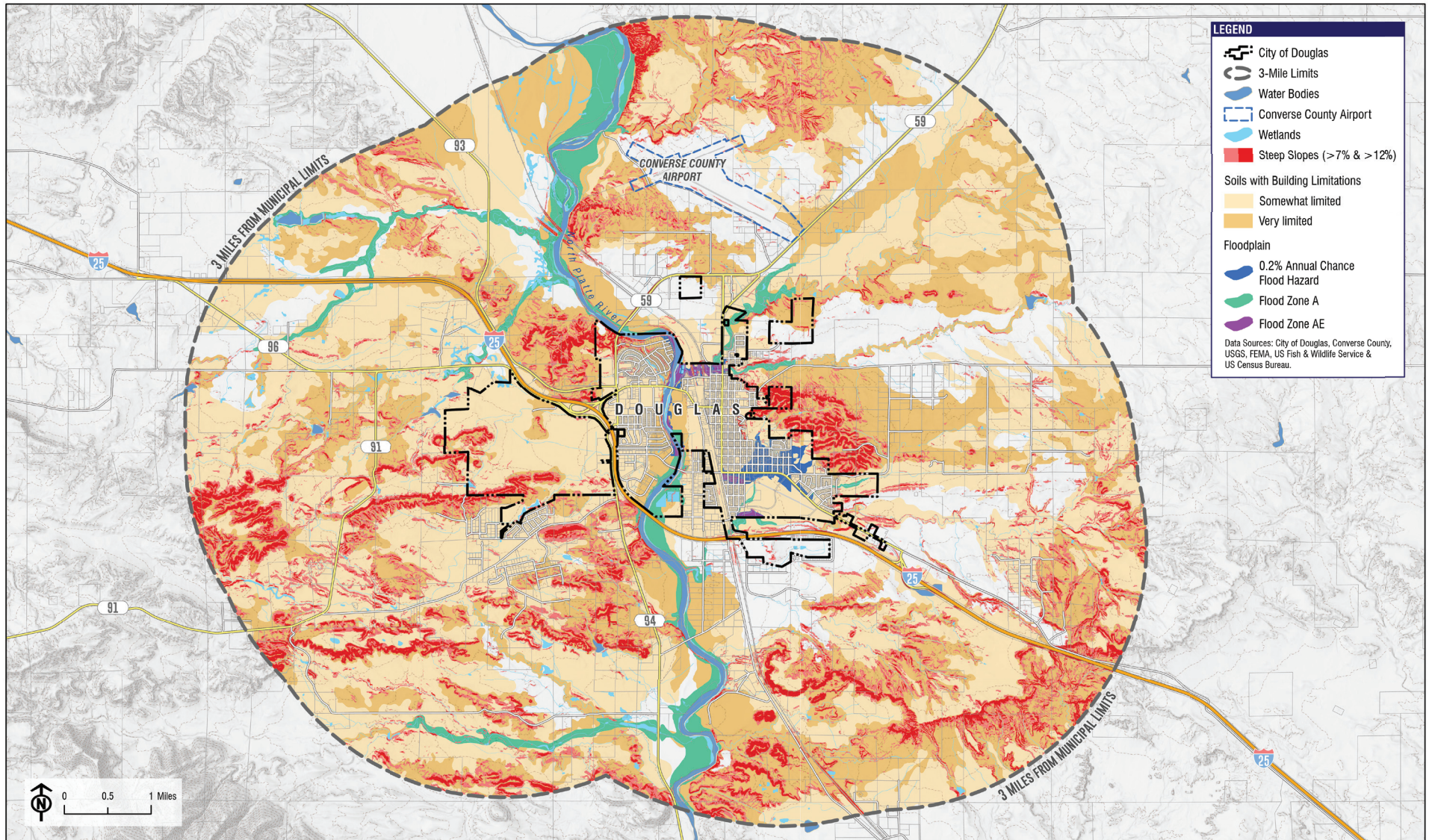
Regional Context Map
Douglas Comprehensive Plan • Douglas, Wyoming



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Cheyenne, WY 82001
Project 51-0706 • 1.31.2025

MAP 2



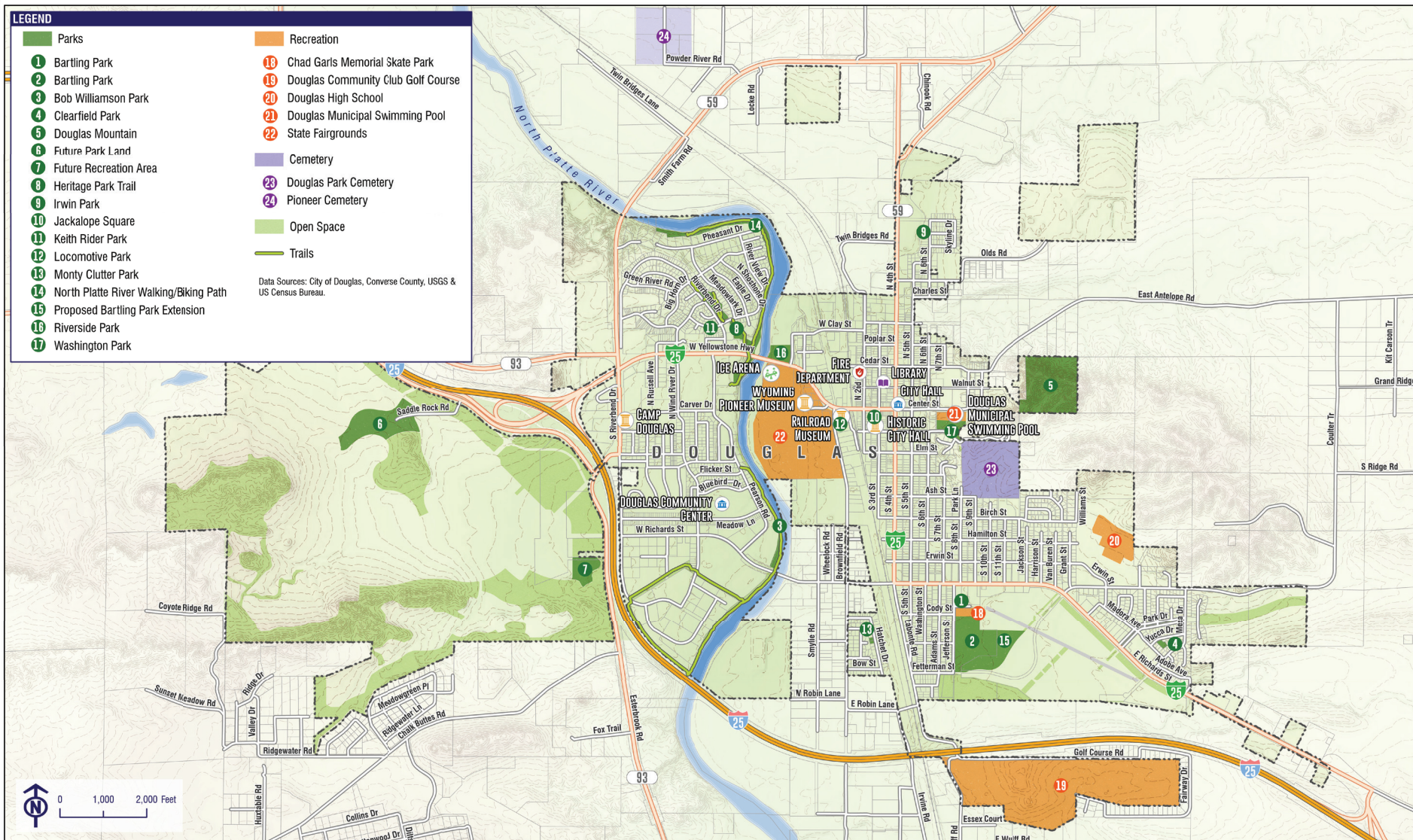
AYRES

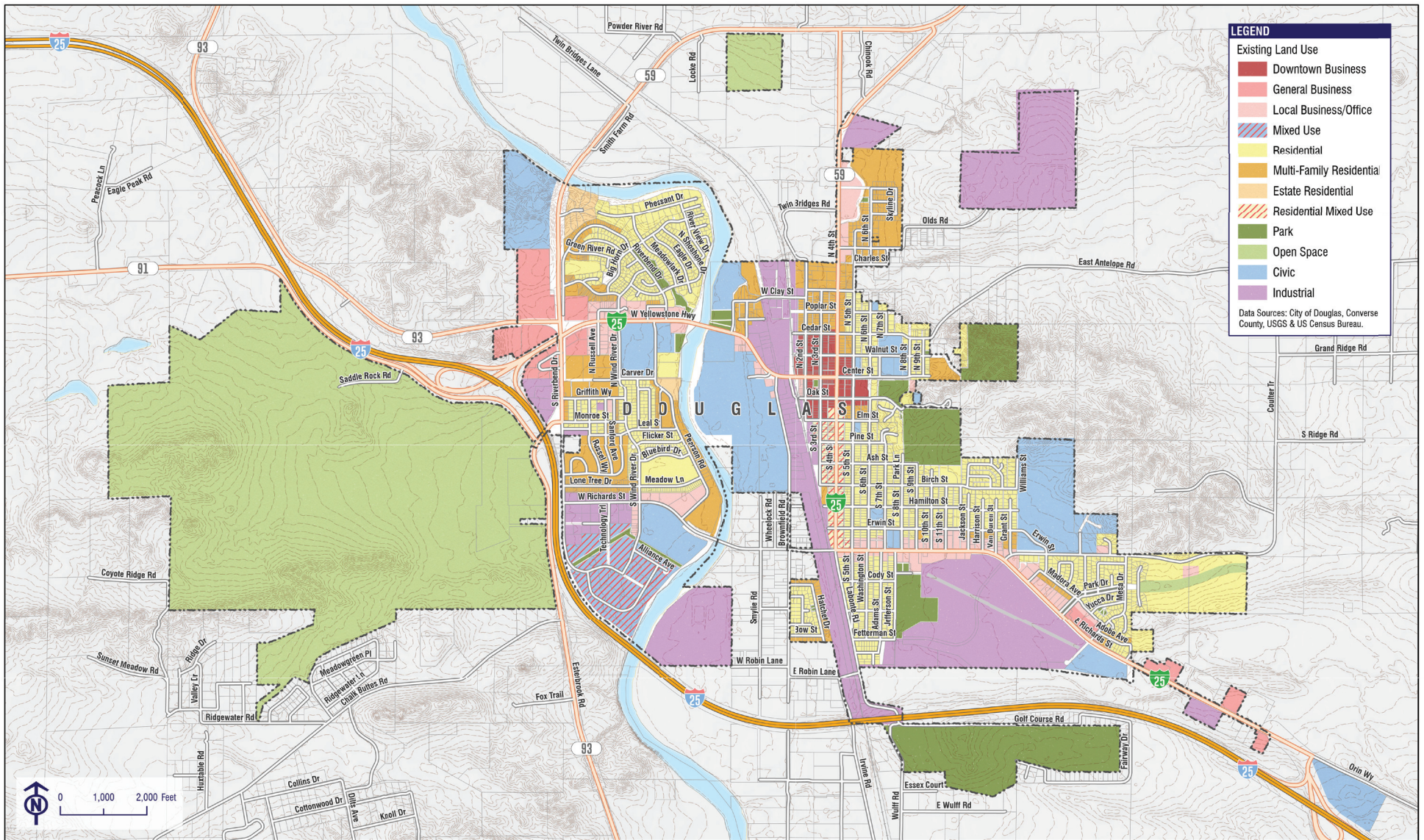
Development Constraints
Douglas Comprehensive Plan · Douglas, Wyoming

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Cheyenne, WY 82001
Project 51-0706 • 2.6.2025

MAP 7





AYRES

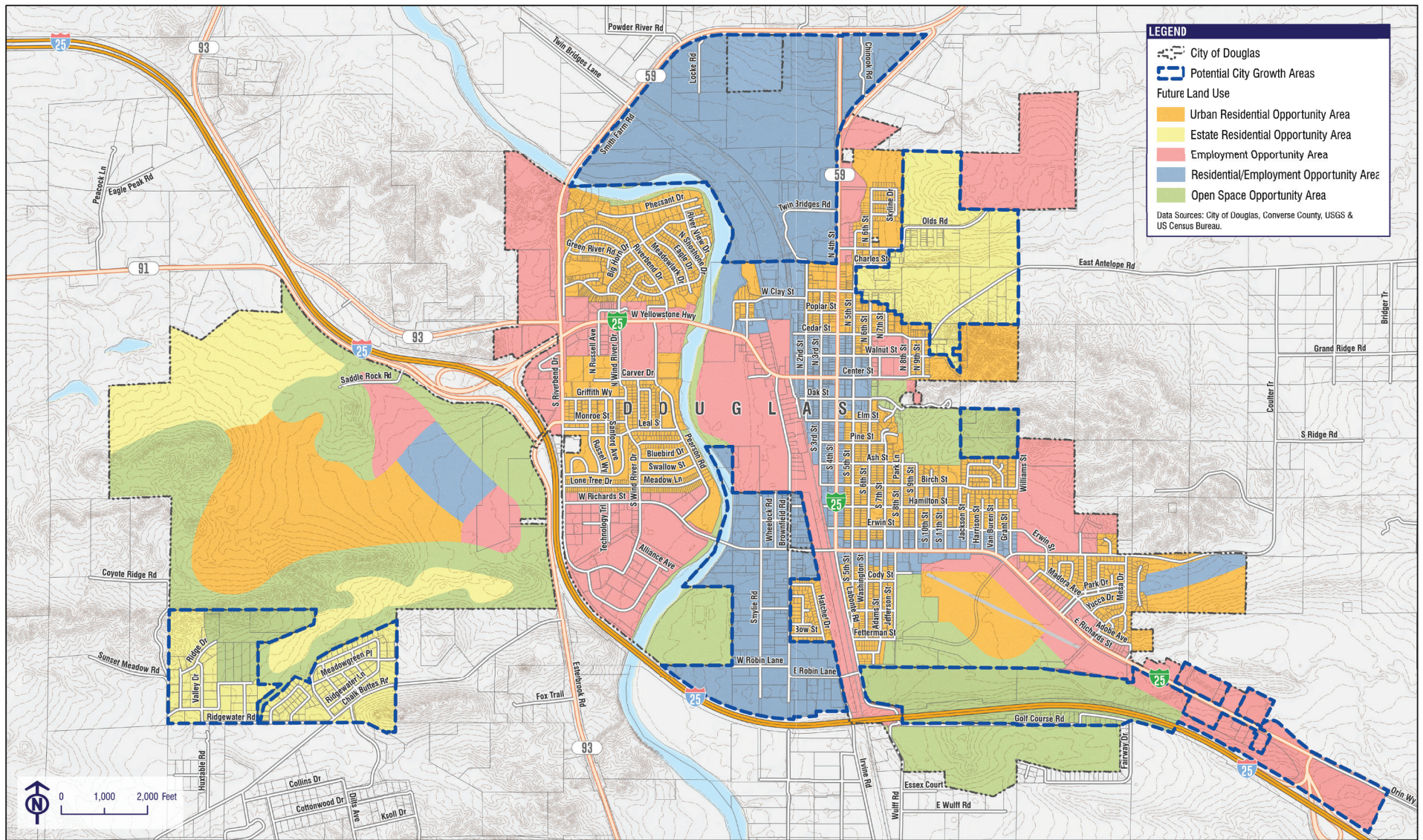
Existing Land Use
Douglas Comprehensive Plan • Douglas, Wyoming



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City of Douglas
Building Vision with Action

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Cheyenne, WY 82001
Project #1-0706 • 12.12.2025

MAP 4



AYRES

Future Land Use
Douglas Comprehensive Plan · Douglas, Wyoming



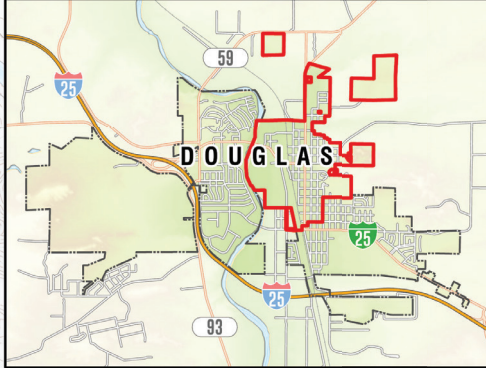
DOUGLAS BLUEPRINT
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Cheyenne, WY 82001
Project 51-0706 • 5.29.2025

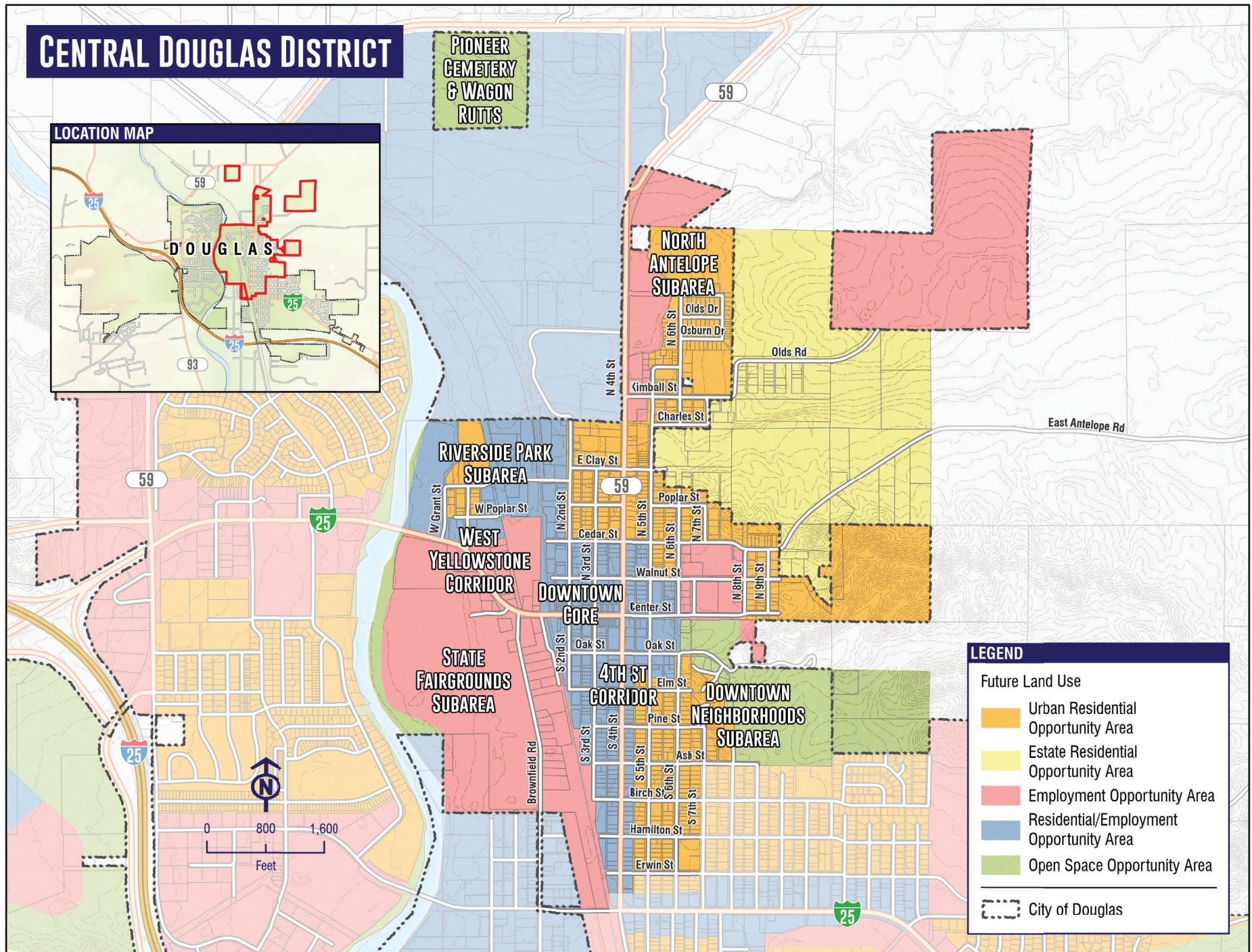
MAP 5

CENTRAL DOUGLAS DISTRICT

LOCATION MAP



PIONEER
CEMETERY
& WAGON
RUTTS



LEGEND

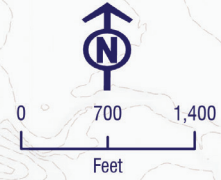
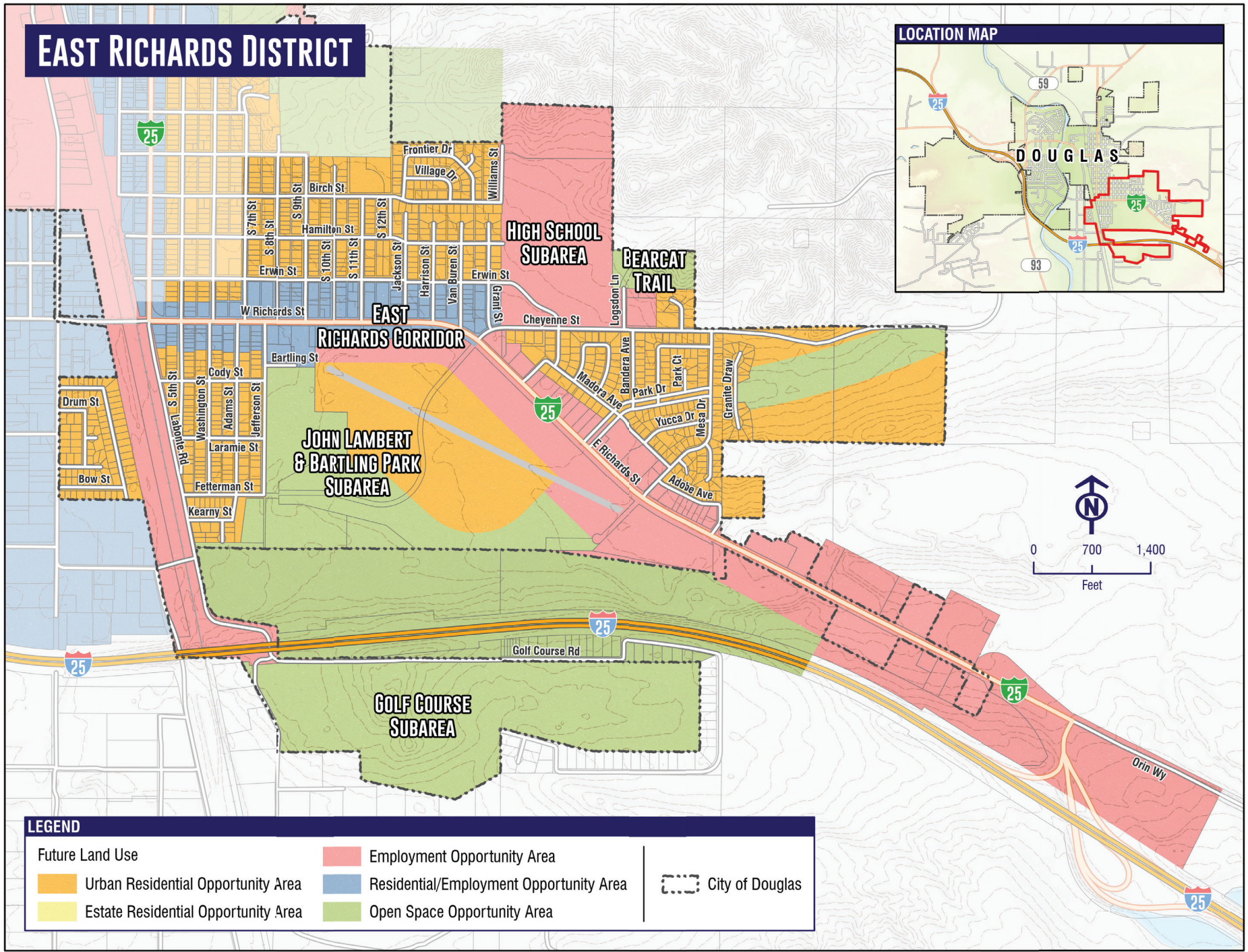
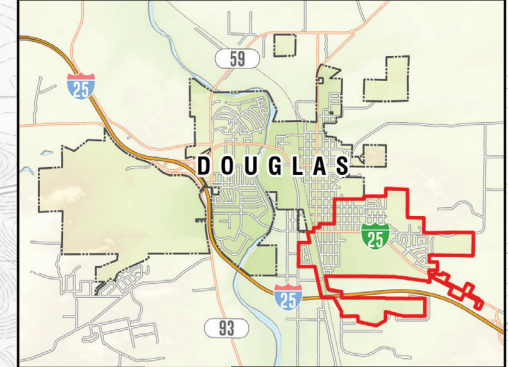
Future Land Use

- Urban Residential Opportunity Area
- Estate Residential Opportunity Area
- Employment Opportunity Area
- Residential/Employment Opportunity Area
- Open Space Opportunity Area

City of Douglas

EAST RICHARDS DISTRICT

LOCATION MAP

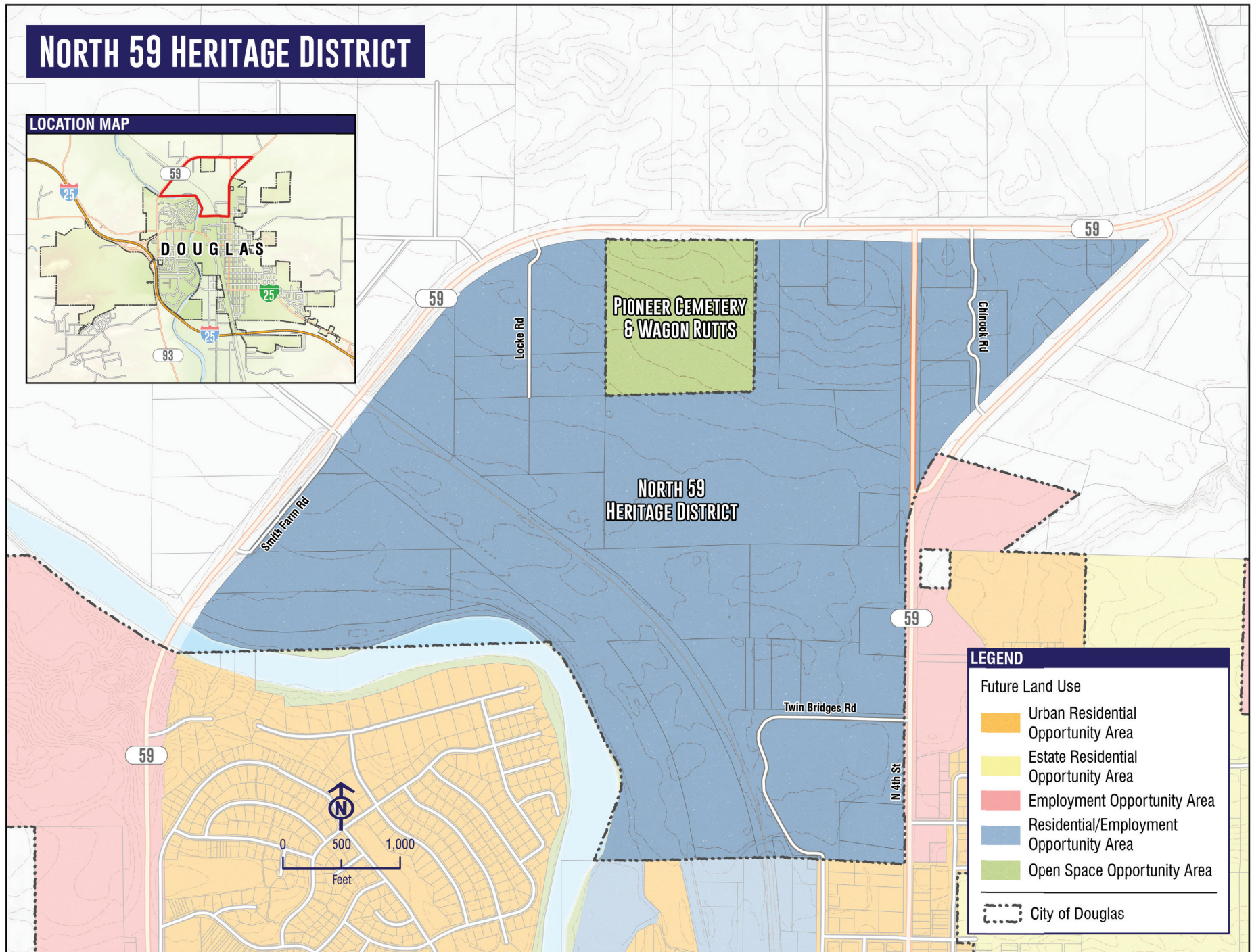
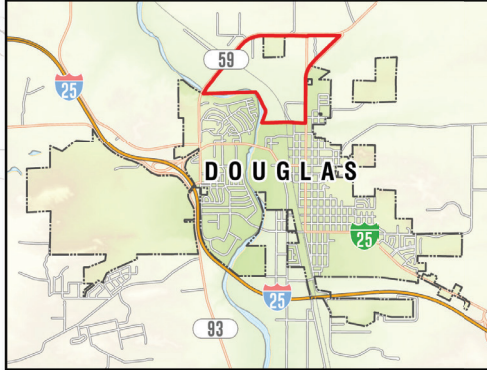


LEGEND

Future Land Use	Employment Opportunity Area	City of Douglas
Urban Residential Opportunity Area	Residential/Employment Opportunity Area	
Estate Residential Opportunity Area	Open Space Opportunity Area	

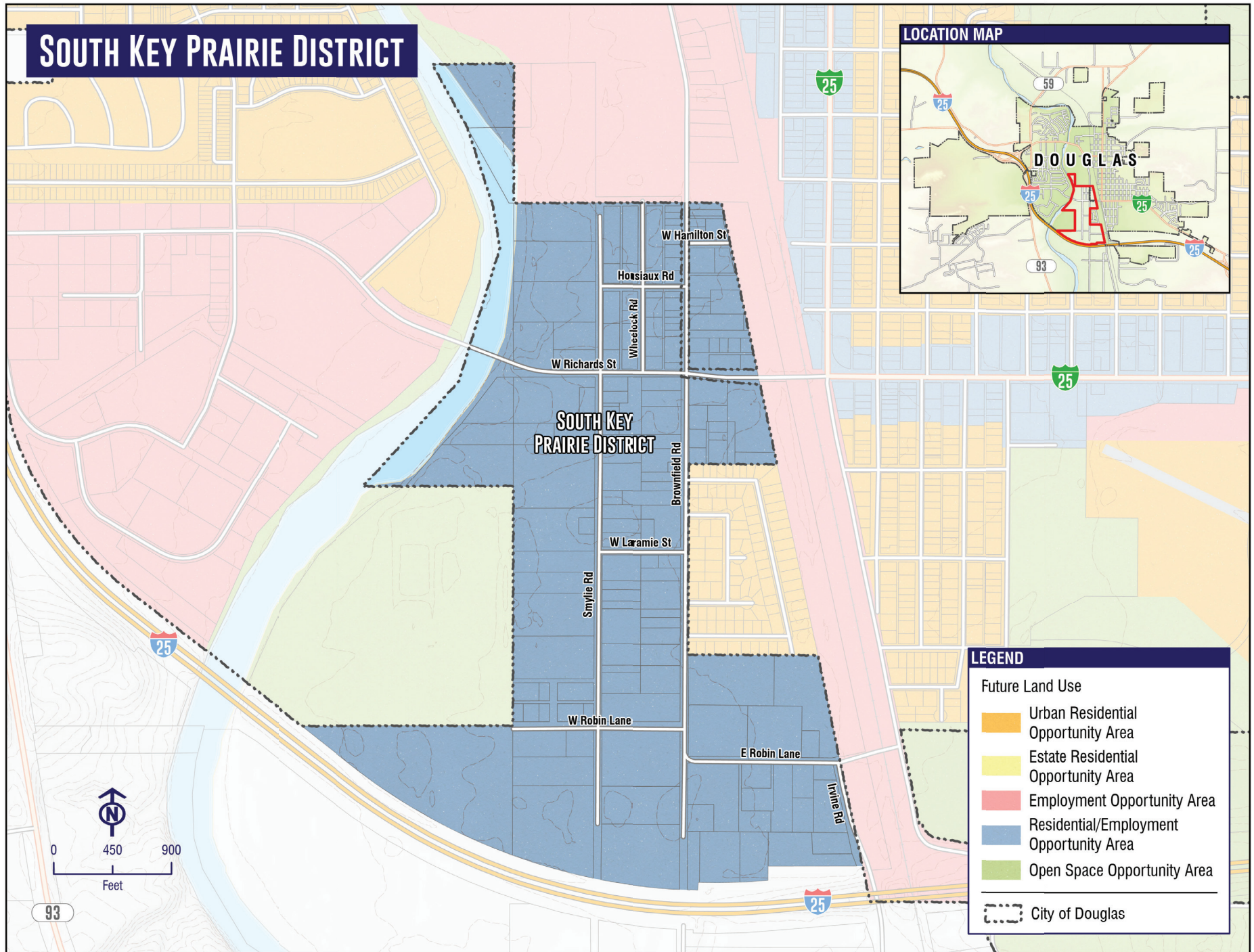
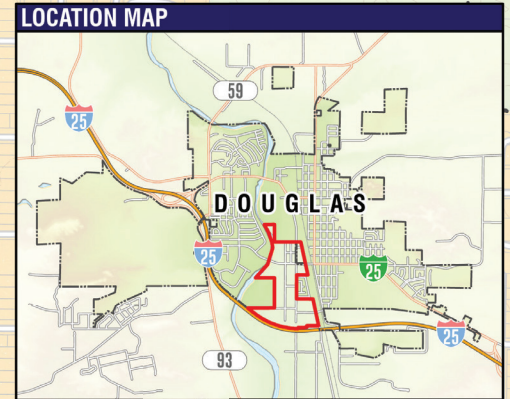
NORTH 59 HERITAGE DISTRICT

LOCATION MAP



SOUTH KEY PRAIRIE DISTRICT

LOCATION MAP



LEGEND

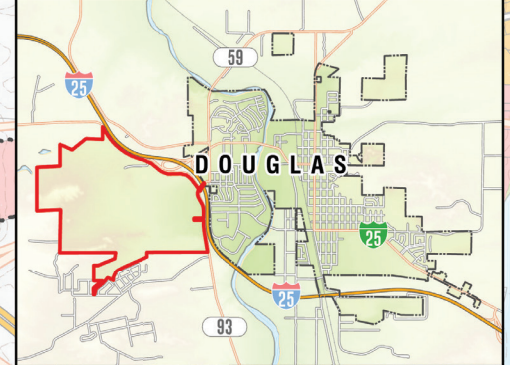
Future Land Use

- Urban Residential Opportunity Area
- Estate Residential Opportunity Area
- Employment Opportunity Area
- Residential/Employment Opportunity Area
- Open Space Opportunity Area

City of Douglas

WAGONHOUND RANCH ANNEX

LOCATION MAP



WAGONHOUND RANCH ANNEX

Coyote Ridge Rd

Saddle Rock Rd

Esterbrook Rd



0 700 1,400
Feet

Mountainview Rd

Ridge Dr

Westridge Ct

Ridgewater Rd

Ramseder Ln

Lakeview Dr

Meadowgreen Pl

Valley Rd

Ridgewater Ln

Chalk Buttes Rd

Hilltop Rd

LEGEND

Future Land Use

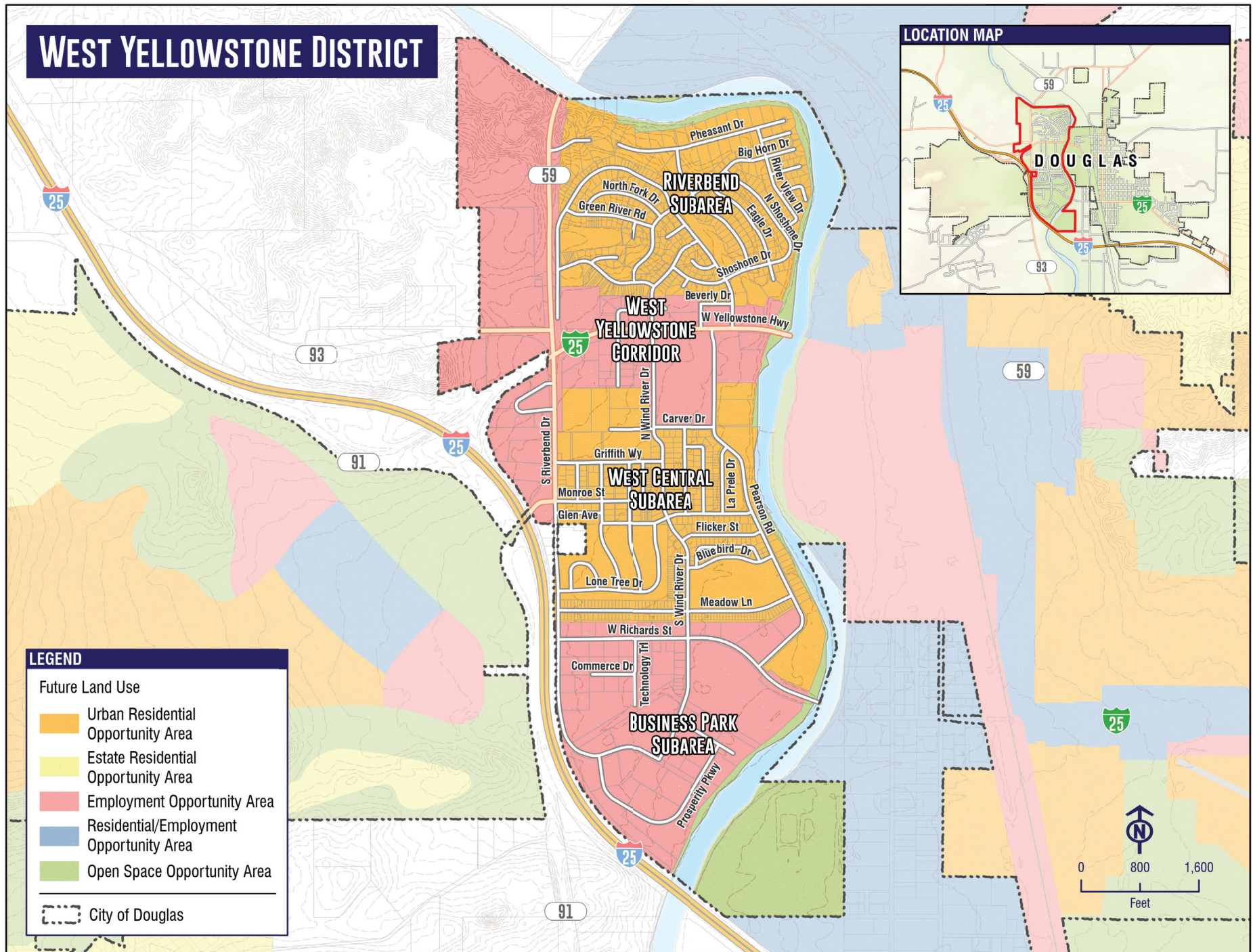
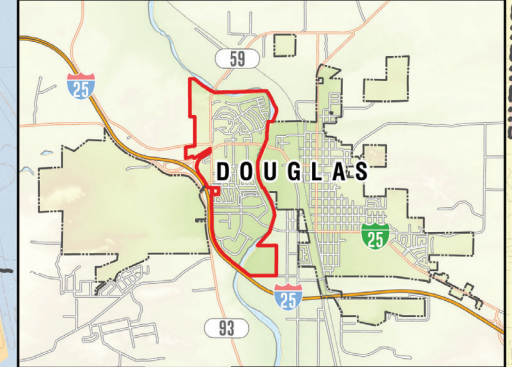
- Urban Residential Opportunity Area
- Estate Residential Opportunity Area
- Employment Opportunity Area

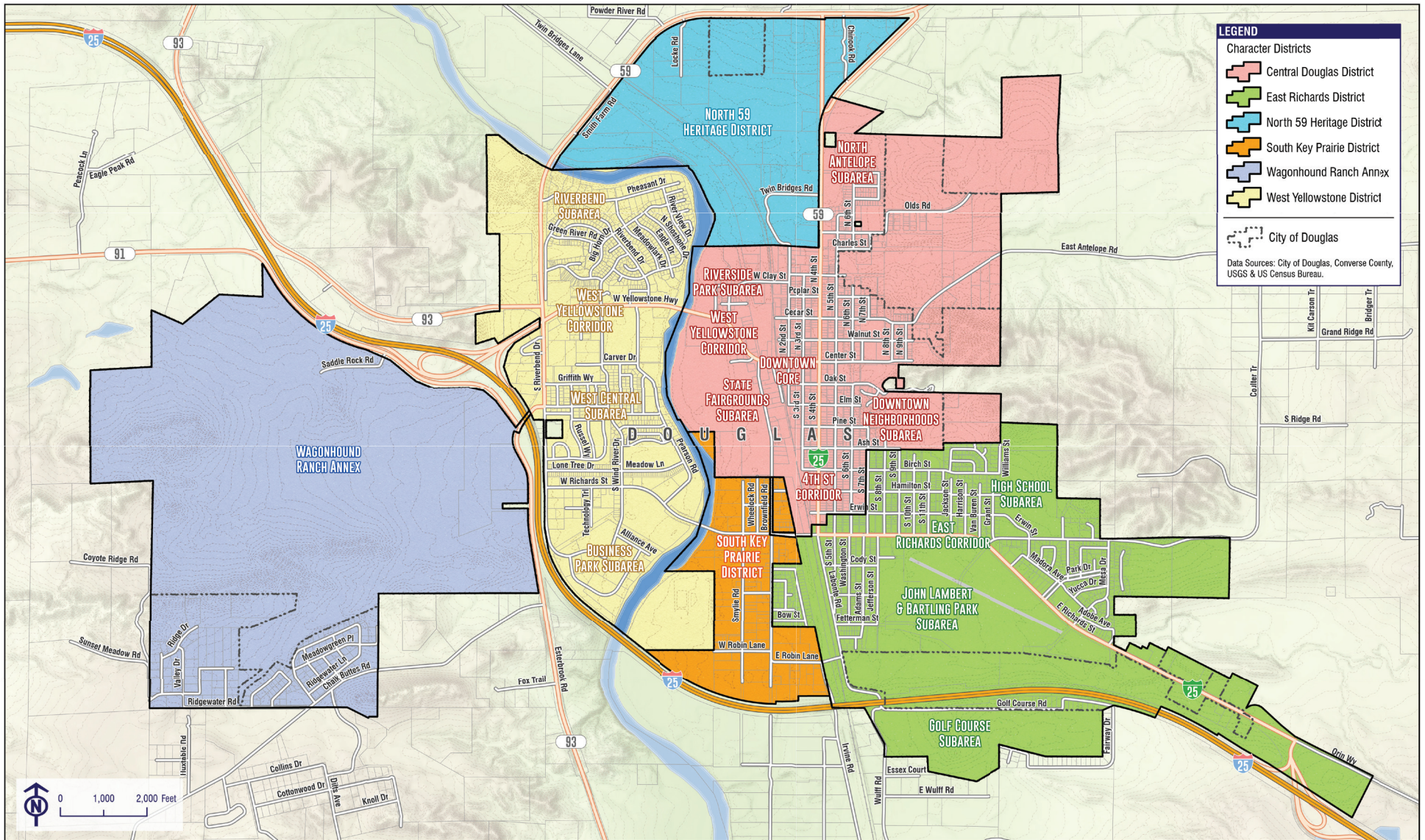
- Open Space Opportunity Area
- Residential/Employment Opportunity Area

City of Douglas

WEST YELLOWSTONE DISTRICT

LOCATION MAP





AYRES

Character Districts
Douglas Comprehensive Plan • Douglas, Wyoming



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Building Vision with Action

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Cheyenne, WY 82001
Project #1-0706 • 9.15.2025

MAP 6

APPENDIX C: SOURCES

- Advisory Council on Historic Preservation. 2012. Data pulled from <https://www.achp.gov/preserve-america/community/douglas-wyoming>
- City of Douglas. Data pulled from <https://www.cityofdouglas.org/155/History-of-Douglas>
- U.S. Department of Agriculture (USDA). 2023. Data pulled from https://www.nass.usda.gov/Statistics_by_State/Wyoming/Publications/Annual_Statistical_Bulletin/index.php
- U.S. Bureau of Labor Statistics. 2024. Data pulled from <https://www.bls.gov/lau/tables.htm#mmetro>
- Wyoming Department of A & I. 1997. Decennial Census Data. Data pulled from http://eativ.state.wy.us/demog_data/
- Wyoming Historical Society. 2014. Data pulled from <https://www.wyohistory.org/encyclopedia/peace-war-land-and-funeral-fort-laramie-treaty-1868#:~:text=In%20March%201866,%20when%20whites%20and%20Indians%20together%20at%20Fort>
- Wyoming State Fair. Data pulled from <https://wystatefair.com/wyoming-state-fair-about/>



Agenda Item Report City Council – January 26, 2026

Item

Resolution 2026-08: A Resolution Authorizing Submission of an Unmet Housing Grant Application to the State Loan and Investment Board on Behalf of the Governing Body for the City of Douglas, Wyoming for the Purpose of Providing Infrastructure to Develop Attainable Housing Intended to Meet the Needs of Middle Income Residents. (Community Center Subdivision & Housing Update)

Responsible Staff Contact

Recommendation

Recommend approval of Resolution 2026-08 as presented.

Executive Summary

Project Overview

The Community Center Subdivision is built around the new Douglas Community Center and answers a critical need for attainable, missing-middle housing for the people who serve our community every day: teachers, officers, nurses, and more. Designed with people at the center, this development embraces an old-style neighborhood feel where homes face one another, neighbors connect, and shared recreation spaces bring the community together. It is a place rooted in belonging, affordability, and pride, where those who support Douglas can truly call it home.

Statement of Unmet Housing Need

Douglas has seen steady population growth over the past 25 years, rising from 5,279 residents in 2000 to an estimated 6,456 in 2025, yet housing growth has not kept pace. While median household income has more than doubled and employment levels remain strong, the number of housing units and households has increased only modestly, intensifying pressure on the local housing market. This imbalance has contributed to limited availability and reduced affordability, particularly for working households. At the same time, a stable household size and a growing mix of young families and older residents underscore an immediate need for more diverse, attainable housing options to meet current and future demand.

Douglas is facing a critical attainable housing crisis that is directly impacting its workforce and essential services. Because of the severe shortage of attainable housing, employees are being forced to live outside Converse County and commute more than 40 miles each way to work. Local employers: including Converse County School District

No. 1, Memorial Hospital of Converse County, the Converse County Sheriff's Office, and the City of Douglas, have reported losing employees and being unable to fill open positions due to the lack of housing options. Although developable residential lots exist within City limits, land and infrastructure costs are prohibitively high for missing-middle housing. Despite receiving donated land in 2019 and sustained efforts to partner with developers, escalating infrastructure and labor costs have made projects financially unviable. The City has determined that only by removing the costs of land and infrastructure can attainable duplex housing be delivered for the community's missing-middle workforce.

Expected Outcomes

The project will support the development of 94 attainable housing units targeted at the missing-middle workforce. All units will be deed-restricted to ensure long-term affordability, with resale prices capped at an attainable rate established at the time of sale.

The development is intended to serve households earning approximately 60–80% of Area Median Income (AMI): a population that earns too much to qualify for housing subsidies but cannot afford market-rate housing. This includes essential workers such as teachers, nurses, firefighters, law enforcement officers, municipal employees, and young professionals, as well as seniors seeking to downsize and re-enter the housing market.

Long-Term Community and Economic Benefits

By increasing the supply of attainable, medium-density housing, the project will strengthen workforce retention, reduce long-distance commuting, and support local employers and services. Higher residential density will lower per-unit infrastructure costs, stimulate local businesses, and diversify the housing stock by bridging the gap between single-family homes and large apartment complexes. The development will also enable aging-in-place and entry-level homeownership, promoting long-term economic stability and equity.

Sustainability and Resilience Improvements

Missing-middle housing forms: such as duplexes and townhomes, will foster walkable, compact neighborhoods that reduce vehicle dependence, lower environmental impacts, and use land and infrastructure more efficiently. Increasing housing supply will also help stabilize housing costs and reduce displacement pressure, improving long-term community resilience.

Measuring and Reporting Success

Success will be measured by the number of housing units constructed and occupied, compliance with deed-restricted affordability requirements, and the percentage of units serving households within the 60–80% AMI range. Additional metrics will include workforce residency within the community and reductions in long-distance commuting. Progress and outcomes will be documented through development records, affordability compliance reports, and occupancy data, and at request may be reported to the Office of State Lands and Investments in accordance with grant reporting requirements.

Estimated Cost

The total estimated budget to complete all infrastructure is \$4,578,750.00.

The developer could phase the project to start with Oriole Drive and a portion of Meadow Lane, gaining 36 units on Oriole, 16 units on Meadow Lane (including the alley) for a total of 52 units plus the US Postal Service (USPS) Cluster Box Unit (CBU).

Background**Alignment to Strategic Doing (SD) and/or Other Plans****SD Commitment****SD Commitment Strategy****SD Commitment KPI**

SD Outcome: Priority #3 Economy

SD Outcome Strategy: Strategy #3 Housing

SD Outcome KPI: ECON-04 New Housing: Finalize at least one development agreement.

2026 Community Blueprint: H3. Implement strategies to attract developers to build more housing options, especially multifamily units, townhomes, middle- and entry-level homes, by offering incentives and support for new construction.

H7. Support targeted programs and incentives to support first-time homebuyers and small families, helping to increase the availability of affordable housing options for these groups.

2015 Downtown Master Plan**Budget/Fiscal Impact**

Fund/Department

Project/Line Item(s)

Budgeted Amount

Anticipated Amount: \$4,578,750.00

Action Requested/Recommended Motion

Recommend approval of Resolution 2026-08 as presented.

Attachments

1. Resolution 2026-08 OSLI Unmet Housing Grant
2. Community Center Subdivision Board (Arch D)
3. 24-248_MEDICINE BOW TWIN HOMES - NORTH
4. 24-248_MEDICINE BOW TWIN HOMES - SOUTH
5. 24-248_REMINGTON TWIN HOMES
6. HarmonyValley_AlleyLoadRemington_073025
7. OSLI Unmet Housing Application - Budget

UNMET HOUSING GRANTS
RESOLUTION

Entitled: A RESOLUTION AUTHORIZING SUBMISSION OF AN UNMET HOUSING GRANT APPLICATION TO THE STATE LOAN AND INVESTMENT BOARD ON BEHALF OF THE GOVERNING BODY FOR THE

City of Douglas, Wyoming
(Entity Name)

FOR THE PURPOSE OF:

Community Center Subdivision
(Name of Project)

Providing infrastructure to develop attainable housing intended to meet the needs of middle income residents.

(State Purpose of Project)

WITNESSETH

WHEREAS, the Governing Body for the
City of Douglas, Wyoming

desires to participate in the UNMET HOUSING GRANT program to assist in financing this request; and

WHEREAS, the Governing Body of the
City of Douglas, Wyoming
recognizes the need for the request; and

WHEREAS, the Unmet Housing Grant program requires that certain criteria be met, as described in the application instructions governing the program, and to the best of our knowledge this application meets those criteria; and

WHEREAS, if any of the disbursed grant funds are later deemed to not comply with the Office of State Lands and Investments (OSLI) criteria, Wyoming Statutes overseeing the use of State of Wyoming funds, and Article 16, § 6 of the Wyoming Constitution, the grant applicant agrees to repay the ineligible grant funds within 15 days of such finding to the OSLI.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE

City of Douglas, Wyoming

that a grant application in the amount of \$ 4,578,750.00
(Amount being requested)

be submitted to the State Loan and Investment Board for consideration to assist in funding the

Community Center Subdivision
(Name of Project)

BE IT FURTHER RESOLVED, that

JD Cox, City Manager, Linda Doan, Deputy City Clerk & Clara Chaffin, Community Development Director
(Name and Title of Person(s))

are hereby designated as the authorized representatives of the

City of Douglas, Wyoming

to act on behalf of the Governing Body on all matters relating to this grant application.

PASSED, APPROVED AND ADOPTED THIS

26 day of January 2026
(Date) (Month) (Year)

(Signature)
Kim Pexton, Mayor
(Name and Title)

Attest:

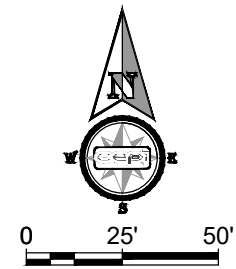
(Signature)
Devon Litzsinger, City Clerk
(Name and Title)

COMMUNITY CENTER SUBDIVISION

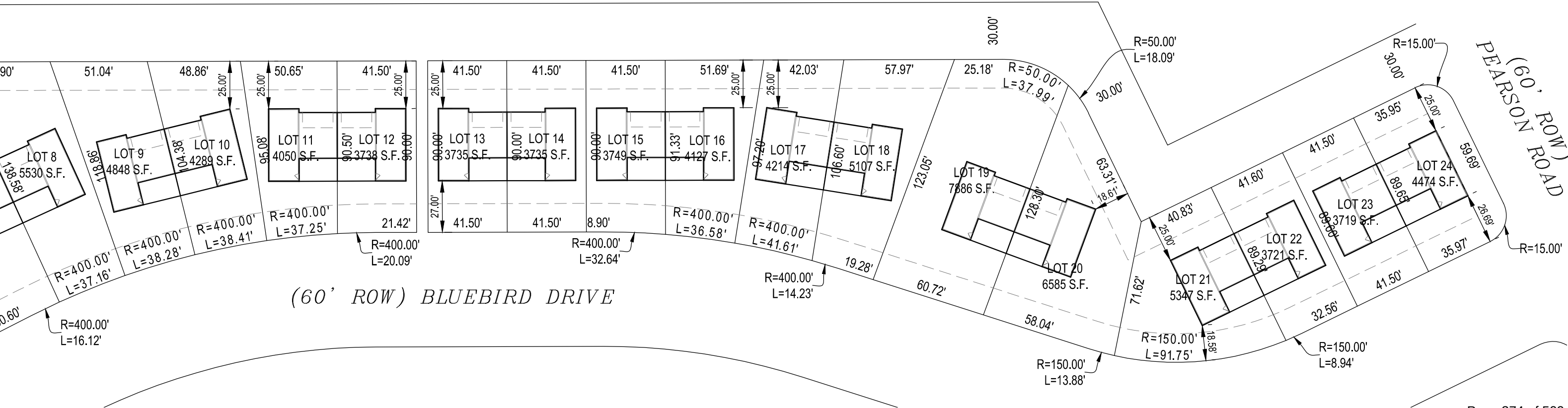
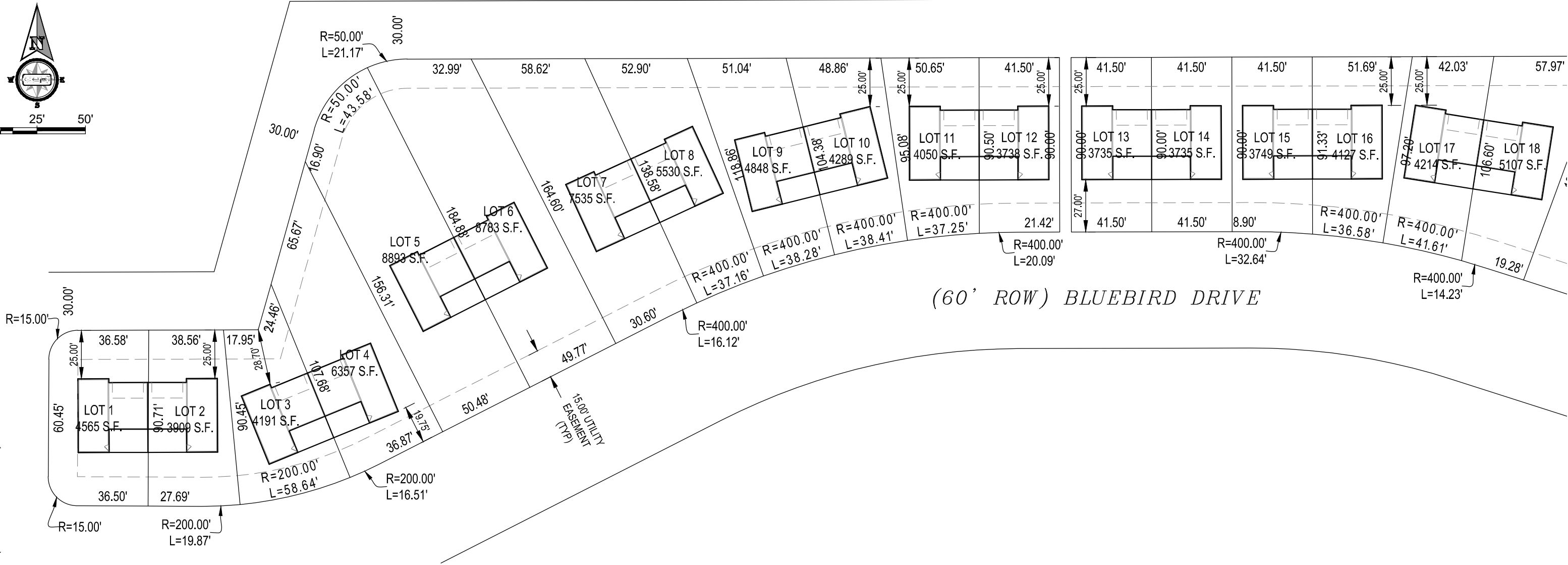


ATTAINABLE HOUSING: TOTAL 94 NEW DUPLEX HOMES (PRIMARILY ALLEY LOAD)

RECREATION: 17.49 ACRES INCLUDING THE DOUGLAS COMMUNITY CENTER, AMPHITHEATER, AND FUTURE RE-WILDING PARK

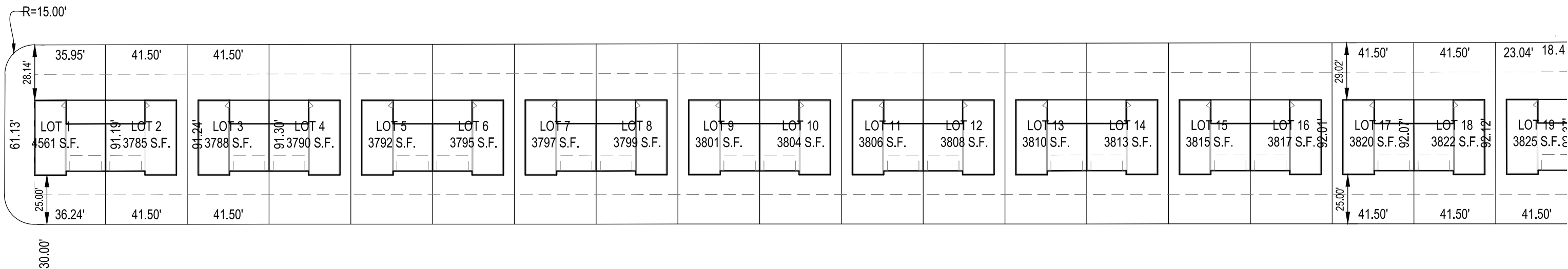


(60' ROW) WIND RIVER DRIVE

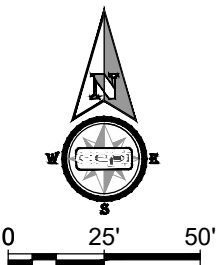
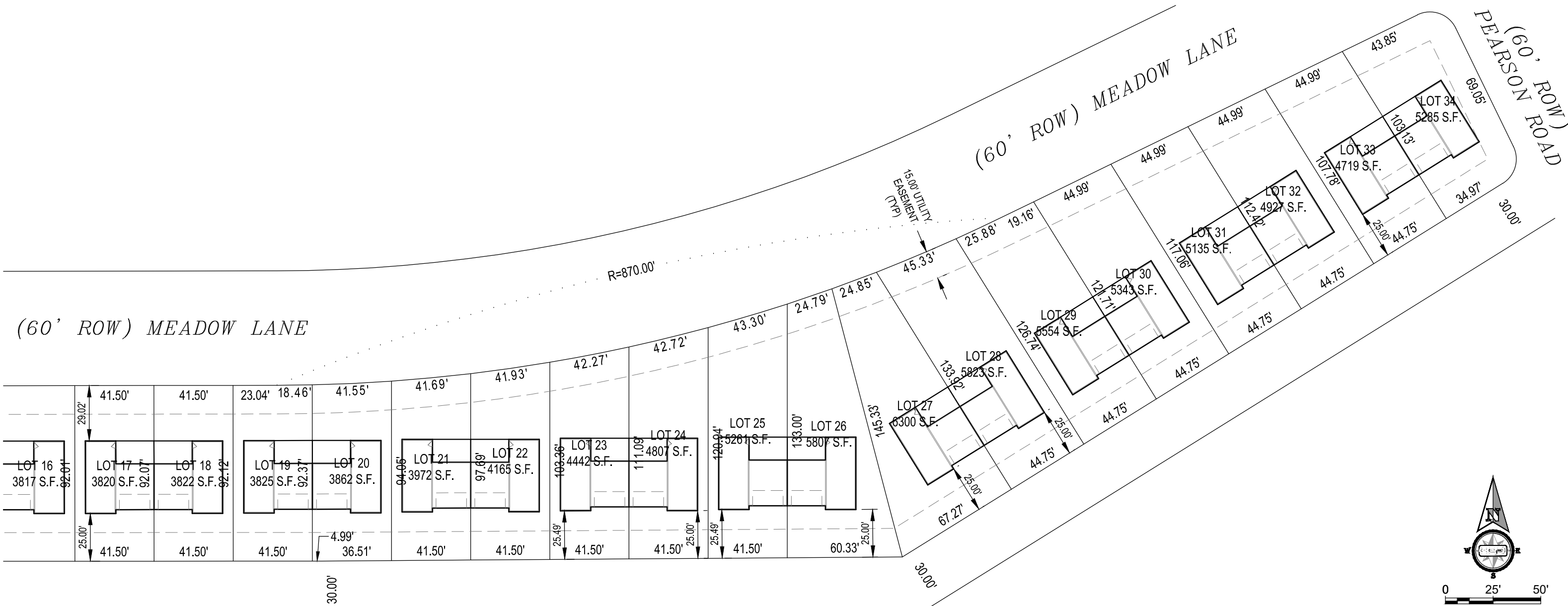


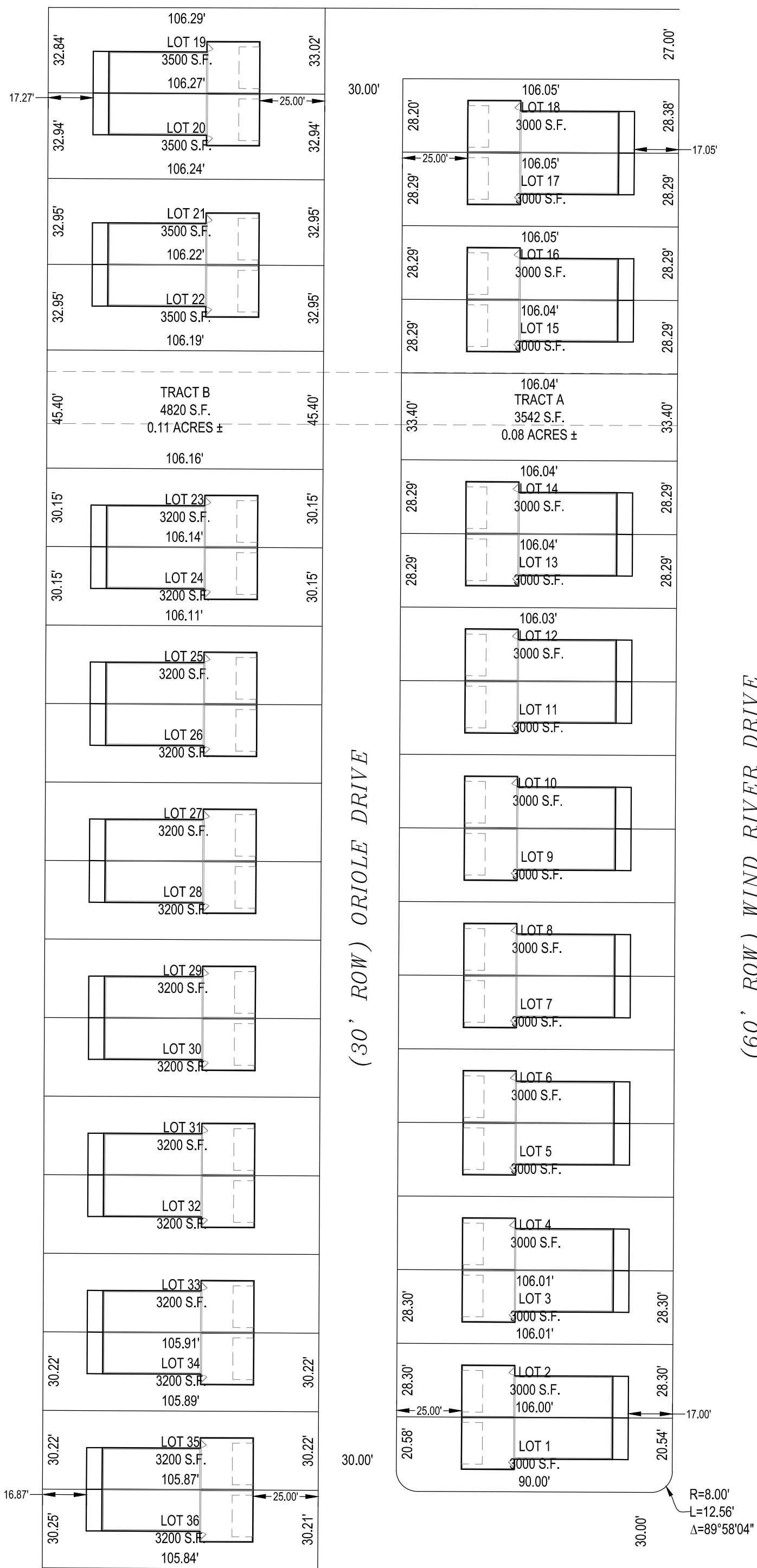
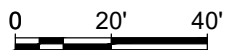
(60' ROW) WIND RIVER DRIVE

(60' ROW) MEADOW LANE

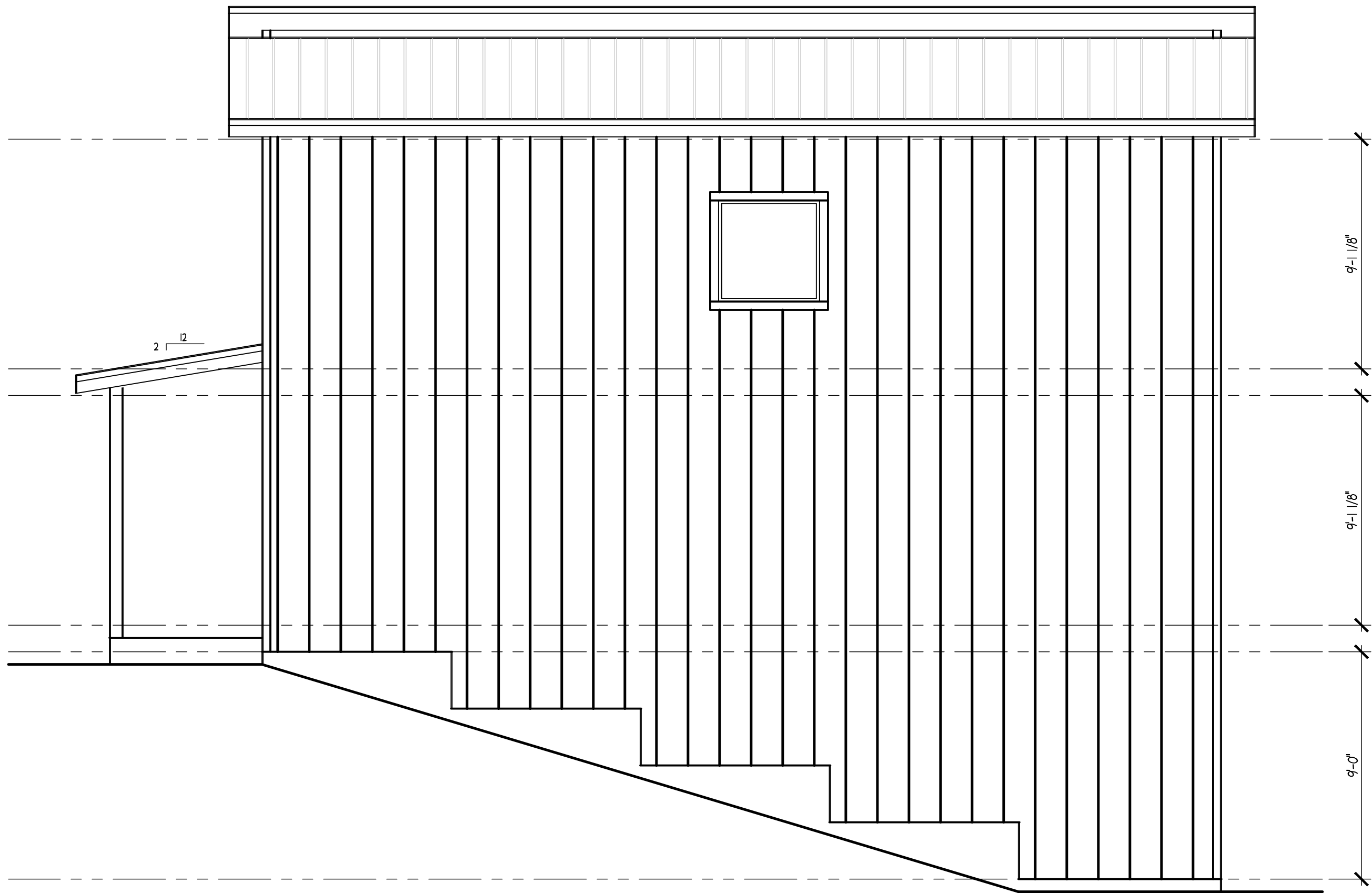


(60' ROW) MEADOW LANE



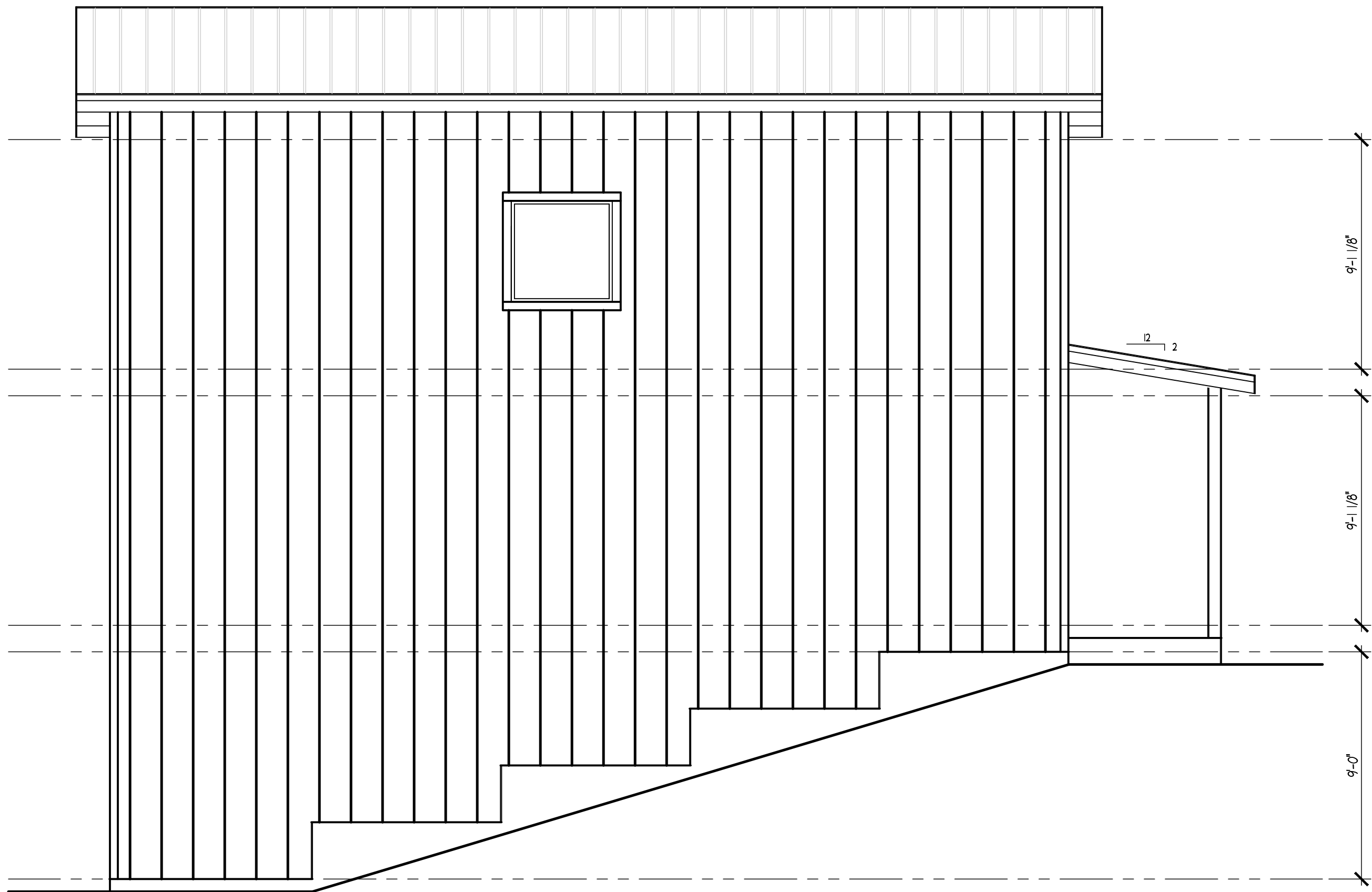


[07/30/25 @ 7:30 AM]



LEFT ELEVATION

1/4" = 1'-0"



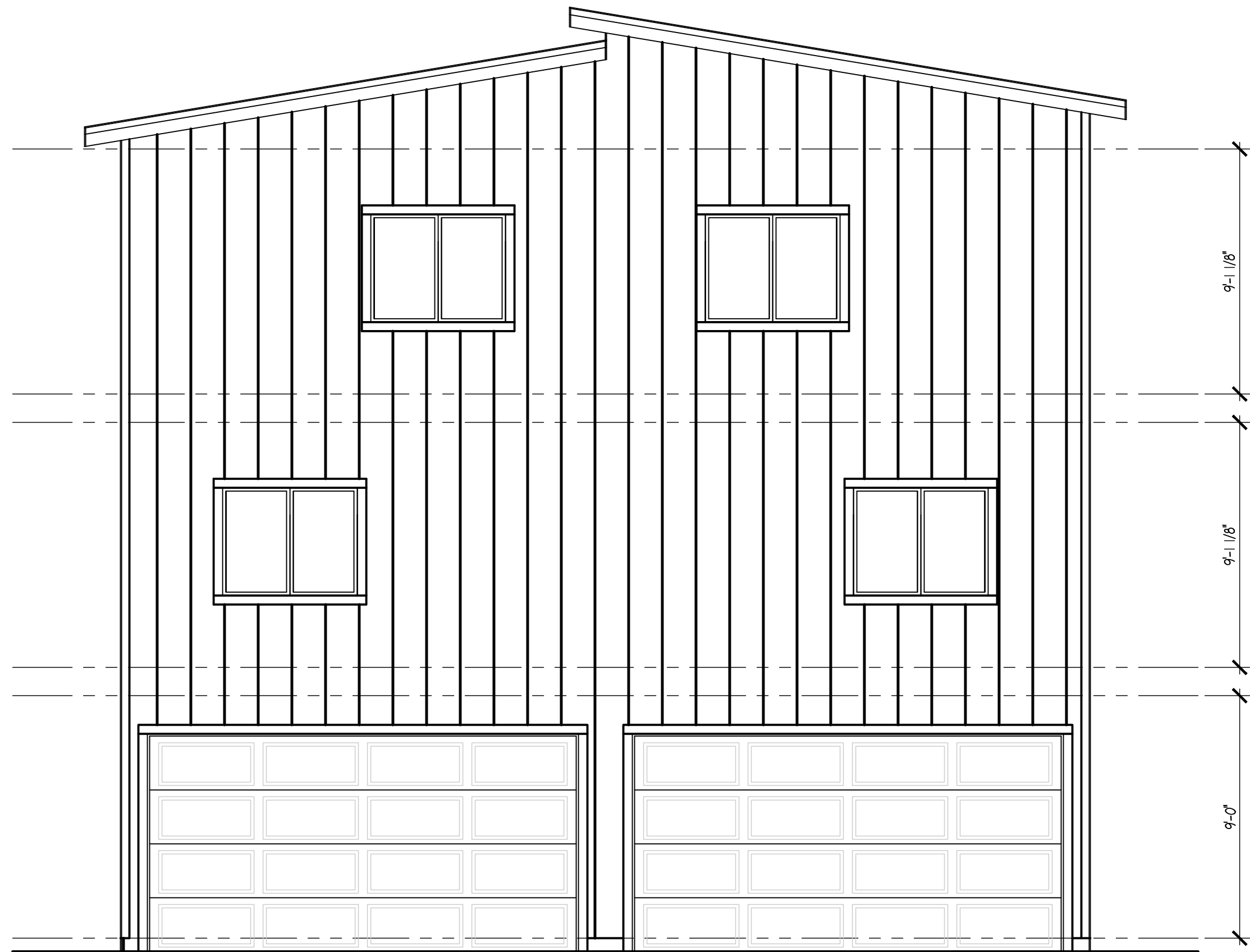
RIGHT ELEVATION

1/4" = 1'-0"



FRONT ELEVATION

1/4" = 1'-0"



BACK ELEVATION

1/4" = 1'-0"

ELEVATION "A"

PROJECT TITLE:
REAR LOAD REMINGTON
KADE COURT
BLACK HAWK VALLEY
CHEYENNE, WYOMING

BUILDER:
JEI CONTRACTORS, INC.

DESIGNER:
PRECISION DRAFTING LLC
3376 MAMMOTH COURT, WELLINGTON, COLORADO, 80549
PHONE: (970) 568-0799 FAX: (970) 568-9575
EMAIL: predee@hotmail.com

SCALE:
1/4" = 1'-0"

Drawn: WMK

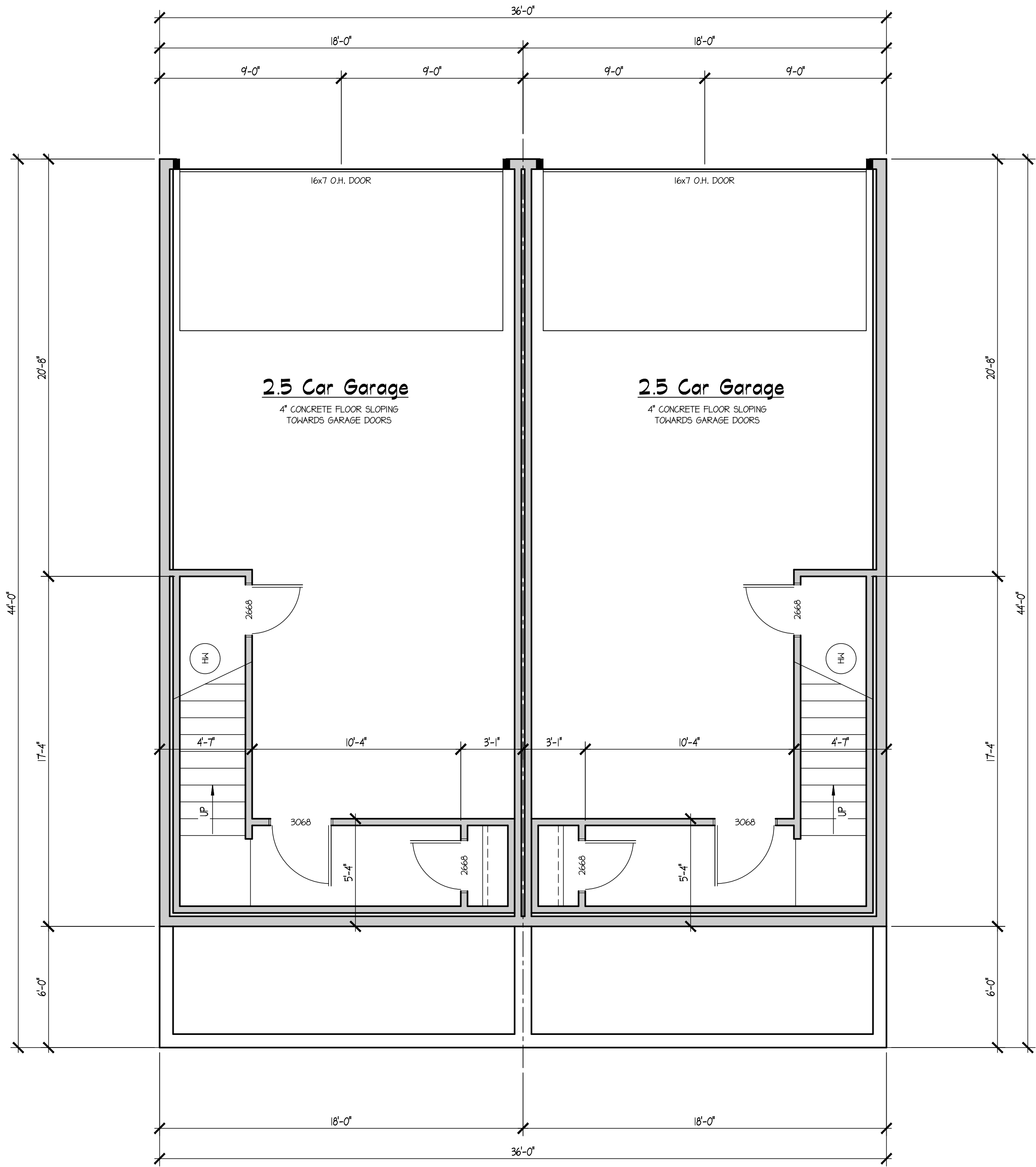
DATE:
JULY 2025

FILE NAME:
MEDICINEBOW

PROJECT NUMBER:
1115-59-24

SHEET NO.
1.10

[07/30/25 @ 7:30 AM]

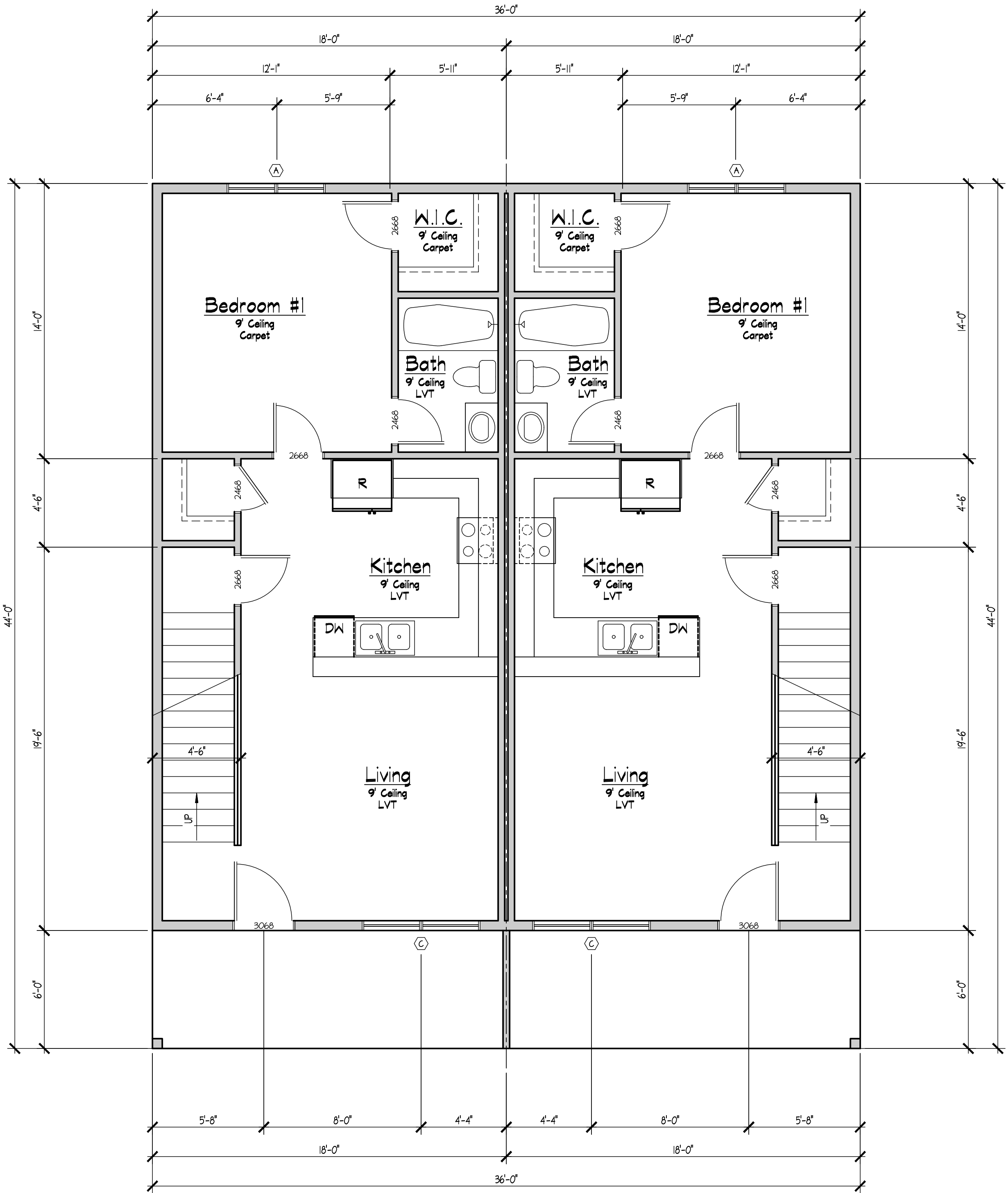


LOWER FLOOR PLAN

LOWER FLOOR AREA = 152 SF
GARAGE AREA = 532 SF

LOWER FLOOR PLAN

LOWER FLOOR AREA = 152 SF
GARAGE AREA = 532 SF



MAIN FLOOR PLAN

MAIN FLOOR AREA = 684 SF

MAIN FLOOR PLAN

MAIN FLOOR AREA = 684 SF

PROJECT TITLE:

REAR LOAD REMINGTON
KADE COURT
LOT X, BLACK HAWK VALLEY
CHEYENNE, WYOMING

BUILDER:

JEI CONTRACTORS, INC.

DESIGNER:

PRECISION DRAFTING LLC

3376 MAMMOTH COURT, WELLINGTON, COLORADO, 80549
PHONE: (970) 568-0799 FAX: (970) 568-9575
EMAIL: predes@hotmail.com

SCALE:

1/4" = 1'-0"

Drawn WMK

DATE:

JULY 2025

FILE NAME:

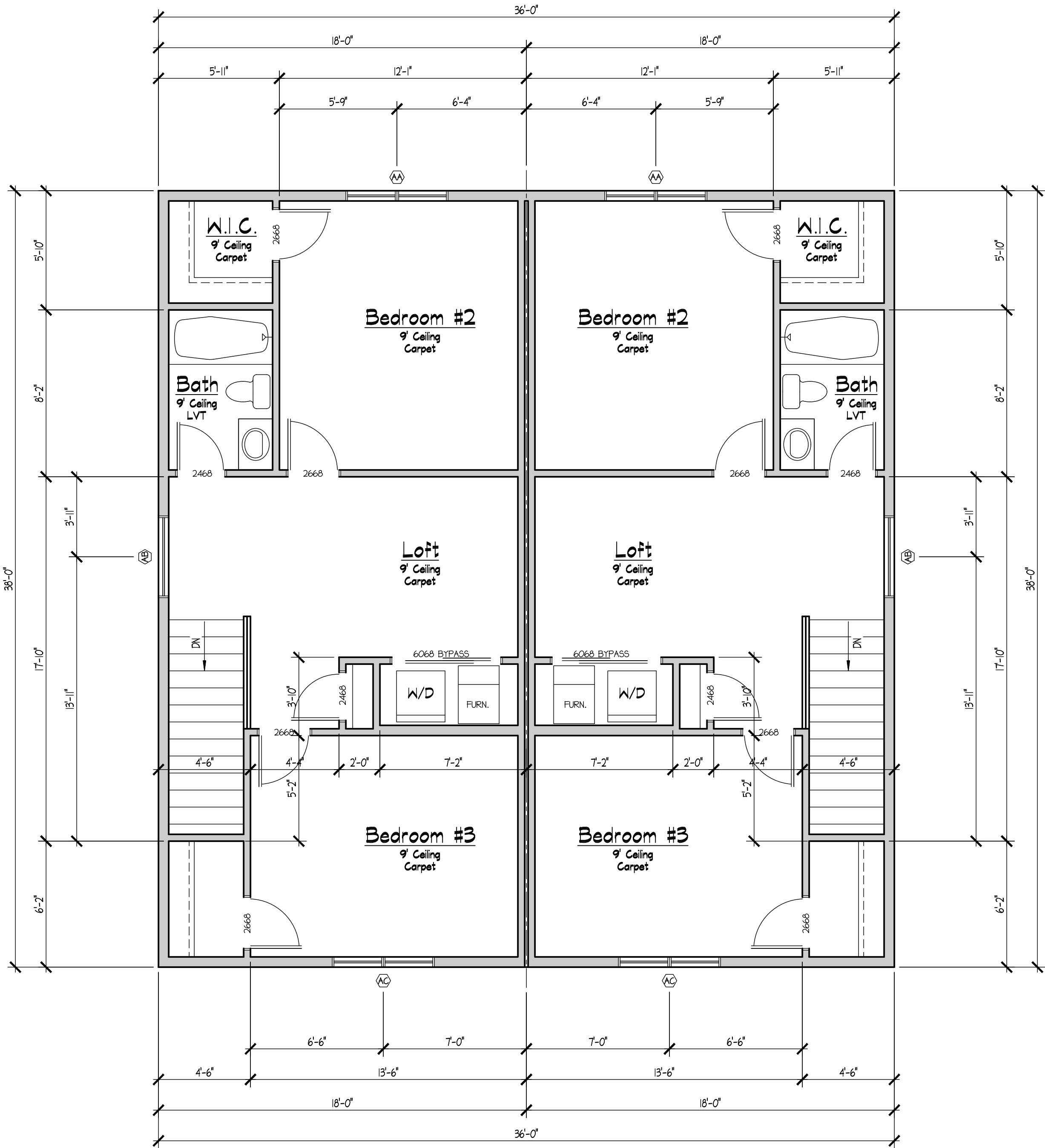
MEDICINEBOW

PROJECT NUMBER:

1115-59-24

SHEET NO.

2.10



SECOND FLOOR PLAN

SECOND FLOOR AREA = 684 SF

SECOND FLOOR PLAN

SECOND FLOOR AREA = 684 SF

DESIGNER:		PRECISION DRAFTING LLC 3376 MAMMOTH COURT, WELLINGTON, COLORADO, 80549 PHONE: (970) 568-0799 FAX: (970) 568-9575 EMAIL: predes@hotmail.com		BUILDER:	JEI CONTRACTORS, INC.	PROJECT TITLE: REAR LOAD REMINGTON KADE COURT LOT X, BLOCK X, HARMONY VALLEY CHEYENNE, WYOMING
SCALE: 1/4" = 1'-0"		Drawn _____ WMK _____				
DATE:		JULY 2025				
FILE NAME:		MEDICINEBOW				
PROJECT NUMBER:		1115-59-24				
SHEET NO.		2.20				

		Funding Source:	Funding Source:	Funding Source:	Funding Source:	
		<i>fill in funding source here</i>	<i>fill in funding source here</i>	<i>fill in funding source here</i>	<i>fill in funding source here</i>	Total
Activity Costs:	Description					
Administration	Project Management	OSLI Unmet Housing Grant				\$325,000
Legal						\$0
Land or Building Acquisition						\$0
Engineering						
Basic	DEQ, Performance, Approvals, Meetings, etc.	OSLI Unmet Housing Grant				\$100,000
Resident Project Rep. Services						\$0
Additional Services						\$0
Construction	Base budget for all infrastructure and utilities (water, sewer, storm sewer, internet/cable).	OSLI Unmet Housing Grant				\$3,703,750
Contingency	Based on project totals.	OSLI Unmet Housing Grant				\$450,000
Total Project Costs		\$0	\$0	\$0	\$0	\$4,578,750



Agenda Item Report

City Council – January 26, 2026

Item

Pool Slide: Coating Proposal

Responsible Staff Contact

Recommendation

Staff recommends acceptance of Amusement Restoration Company's proposal for re-coating of the Municipal water park slides.

Executive Summary

During observations of the swimming pool construction project, the water slides were noticed showing signs of chipping and cracking of the painted gel coat surface. The pool contractor reached out to two companies and received estimates to re-install the flume sections that were removed for construction as well as re- gel coating the entire slides. Cost estimate from Aquatic Restoration Company was \$29,665 to Prep and gel coat both slides and \$9,000 for Flume repair. The other quote received was \$125,875 total cost. The gel coat replacement was unforeseen and not included as part of the construction project. Staff suggest we have this coating redone now so that we don't have any slide closures this summer.

Background

The coating was done in 2023 and they have been back multiple times to repair chipping and cracking under warranty. They have advised that they will take additional steps and provide in house direct supervision to ensure this coating has the best quality control and have included a 2 year warranty.

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

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

Budget/Fiscal Impact

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

Action Requested/Recommended Motion

Move to accept the Pool Slide Gel Coating Proposal from Amusement Restoration Company for the amount of \$29,665.00 and authorize the City Manager to sign all associated documents.

Attachments

1. City of Douglas-WY



Quote 978

January 7, 2026

Brandon Frye
City of Douglas Parks Dept.
420 W Grant St. Douglas, WY. 82633
307-358-9750
bfrye@cityofdouglas.org

Cost:

Gel Coat Interior of (1) Yellow Open Speed Waterslide.
Gel Coat Interior of (1) Orange Open Serpentine Waterslide.

Sub Total: \$8,160.00
Sub Total: \$21,505.00

Total Waterslide Restoration Project:

Total: \$29,665.00

Picture:



Timeframe

6-9 days to complete this Project:

Terms

100% Payment Due upon completion of Project with final walk through with Client.

Our price includes cost of all labor, materials, and a man lift and/or scaffolding. There is no additional charge if we determine that an additional coat of coating is required to achieve optimal results. Note that the following slide exterior colors will require an additional charge as these colors require multiple coats:

Scope of Work

Gelcoat Interior of (2) Open Waterslides:

High-pressure water clean using PAC Detergent order to remove any grease, oil, dirt and oxidation as per SSPC-SP1 Standard;

Remove caulk from seams;

Sand entire interior to remove all failed coating and to create an adhesion profile;

Make all necessary repairs to gelcoat;

Apply Maxguard LEI Series Ashland gelcoat with Duratec high gloss additive at 22-24 mils;

After cure, wet sand and buff and wax any imperfections with 800 and 1000 grit sandpaper;

Re-caulk all seams using Sikaflex 291 white fast cure.

We employ our key technicians year-round. Our seasonal technicians have been with us for many years as well. We do not need to train or re-train seasonal staff nor do we subcontract out any work. This ensures that our work is consistent and always meets our high standards. We hold the ACMA CCT gelcoat certification and are also OSHA certified, bonded, and insured.

WARRANTY

Gel Coat Interior-Five-year workmanship warranty covering delamination of applied gelcoat only. Our five-year warranty is only valid if the customer participates in a yearly maintenance program with Amusement Restoration Companies (ARC). If the customer does not engage in a yearly maintenance program our standard two-year warranty will apply. This warranty does not cover damage from osmosis, blistering, deterioration or damage of cosmetic surface finishes; including cracking, crazing, discoloration, fading, corrosion and oxidation of gelcoat. This warranty does not cover surfaces previously coated beyond original manufacturers coating, unless this aftermarket coating is completely removed by ARC prior to application of new gelcoat. Our warranty does not cover any repairs that have been completed by a previous contractor. ARC does not offer any warranty for caulking of seams.

Work will be finished prior to agreed-upon completion date barring any unusual adverse weather. However, due to weather and other variables, we cannot assign a specific start date. We will stay in touch as prior projects progress to keep you up to date with anticipated start date. Note that our technicians work seven days per week and thus we may need access to the facility on a weekend. Technicians will need access to electricity and water. We will need access to get a man lift to the site.

Please do not hesitate to contact me if you have any questions or need any further information.



James Gardiner

Owner

720-940-0106

Offices in Texas-Colorado

We service the USA

jim@arcparks.com

www.amusementrestoration.com

TERMS AND CONDITIONS

1. VALIDITY OF OFFER: Buyer shall indicate acceptance of this Agreement by returning a copy of this Agreement signed by a duly authorized representative of Buyer. If Buyer has not yet indicated acceptance of this Agreement, ARC offer to perform under the Agreement shall terminate on the earlier of (I) ARC notification (whether verbal or written) to Buyer that such offer has been terminated, (II) thirty (30) days after the contract date listed on page 1 of this Agreement, or (III) thirty (30) days

after Buyer's receipt of this Agreement. ARC will walk the water park and go over Scope of Work on the first day with Client. Anything out of the ordinary outside the agreed Scope of Work will be negotiated and additional fees may apply at that time.

2. **SCHEDULE OF DELIVERY:** ARC will use best efforts to provide the Deliverables in accordance with the schedule, but does not guarantee such schedule. Time is not of the essence in this Agreement and ARC is not liable for any lost profits or consequential damages suffered by Buyer or any third party for any reason. If there is a change in the scope of work or if ARC falls behind schedule due to the actions of Buyer or any third party, the parties will adjust the schedule to afford ARC a reasonable opportunity to perform the outstanding work. The Buyer may request adjustments or additions to this project. Upon receipt of the written request for adjustment or additions, ARC will provide the Buyer with an adjusted proposal. The Slide Experts requires both parties to sign the change order and to update the contract to reflect the change request. No work will occur until the change order is approved in writing by the buyer.

3. **PROJECT REQUIREMENTS:** ARC assumes responsibility for all statutes, codes, and or regulations that pertain to the Scope of Work, and will perform the work in compliance with all such requirements. ARC will, if required obtain any and all permits pertaining to the Scope of Work. It is ARC intention to complete the project on schedule and within budget. Client will have someone in a management position be available for the final walk through and be authorized to sign and approve the final walk-through sheet. Unless otherwise specifically noted in the Scope of Work, ARC is expecting the following services and amenities to be freely available:

- 1) Restroom facilities.
- 2) Water with at least 40 lbs. of pressure within 50 feet of project.
- 3) 110 electric service within 50 feet of project.
- 4) Clear and reasonable access to the project area.
- 5.) Pools to be drained and/or generally clean upon arrival of our crew.
- 6.) It is expected that our crews shall work from 8 am to 8 pm seven (7) days a week as we deem necessary and we expect reasonable cooperation in making the facility available to them at no extra cost to us (e.g., weekend and / or early am work).
- 7) Provide parking for our vehicles at no charge to ARC.

4. **TAXES AND/OR DUTIES:** Any tax, tariff or duty imposed by law on articles sold or rented or any services rendered by ARC shall be the responsibility of Buyer and in addition to the sales price hereof.

5. **PAYMENT TERMS:** Buyer agrees to pay ARC the fees in accordance with the terms set forth in this Agreement. ARC standard terms are 50% of total payment due upon signing of contract and 50% final payment due upon final walk through approved by client. Past due balances will be billed a service charge of 2% per month (or if 2% is illegal under applicable law, the maximum permitted rate) beginning the day after payment is due. Buyer agrees to pay all associated court costs, collection charges and expenses that are incurred by ARC in collection efforts, including, without limitation, all attorney's fees and expenses, and all costs of repossession and resale. Amounts owed under this Agreement may not be set off or offset by other obligations of the parties for any reason. If Buyer cancels or defaults on this Agreement, Buyer will pay to ARC the greater of (I) any and all deposits paid to ARC to be paid by forfeiture of such amounts, and (II) all direct and indirect costs incurred by ARC in performing under this Agreement, plus a 20% handling fee.

6.. **WARRANTY:** ARC warrants all of its work will be free from defects in material and workmanship under normal use and service with proper maintenance for a period of 24 months for Waterslides and 60 months for Pools from the date of service or installation. Full payment of project has to be meant to start the warranty. If ARC work is found to be defective within this time period, ARC will provide the labor and materials to repair the defects. Certain products and material warranties are provided by others and will be subject to their respective terms. **THE EXPRESS WARRANTIES CONTAINED IN THIS PARAGRAPH ARE BUYER'S SOLE AND EXCLUSIVE REMEDIES AND ARE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. BUYER ACKNOWLEDGES THAT IT IS NOT RELYING UPON ARC SKILL AND JUDGMENT TO SELECT OR FURNISH GOODS**

SUITABLE FOR ANY PARTICULAR PURPOSE AND THAT THERE ARE NO WARRANTIES THAT ARE NOT CONTAINED IN THIS AGREEMENT. ARC SHALL NOT BE LIABLE FOR DAMAGES, INCLUDING SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THESE SERVICES OR THEIR USE BY BUYER. THESE WARRANTIES SHALL NOT APPLY TO PRODUCTS THAT HAVE BEEN USED IN A MANNER OUTSIDE OF THE GUIDELINES SUGGESTED BY THE SLIDE EXPERTS OR THAT HAVE BEEN SUBJECT TO ANY MISUSE OR ABUSE, MISAPPLICATION, REPAIR OR TAMPERING IN ANY WAY AS TO AFFECT PERFORMANCE. THERE IS NO WARRANTY ON CAULKING AND LEAKS.

7. **INCORPORATION OF SAFETY INFORMATION:** Buyer acknowledges receipt of any and all written safety and operational information from original equipment manufacturer related to the safe use of the equipment including, without limitation, information related to installation, location, maintenance, use, safety surfacing and warning signs verbiage. ARC will provide Buyer with any and all such safety and operational information regarding the products and services (Deliverables) listed in the Scope of Work. Buyer further acknowledges that it has reviewed all such safety information and hereby indemnifies releases and discharges ARC from and against any and all liabilities, costs or expenses of injuries or damages to any third party as a result of any use of the equipment and Deliverables that is not in accordance with such safety information.

8. **LIMITATION OF LIABILITY:** Except for the indemnification obligations, neither party is liable to the other for consequential, incidental, direct, indirect or special damages, including commercial loss and lost profits, however caused, in excess of the fees paid under this Agreement.

9. **OWNERSHIP OF INTELLECTUAL PROPERTY:** ARC will be the sole owner or obtain any and all permissions of use from such owner, of all intellectual property rights embodied in or related to the scope of work. ARC will also own or obtain any and all permissions of use for any derivative works, improvements, alterations or modifications conceived by ARC or any of its employees, consultants or agents. If the scope of work requires ARC to incorporate a trademark or other intellectual property owned by Buyer or a third party, ARC will provide a written statement from the Buyer or third party of such intellectual property consenting to its use in the scope of work. Upon the executing of this document, Buyer transfers any and all rights regarding any and all photographic or artistic representations produced by ARC of the project before, during or after completion of the project for their exclusive use in ARC sales and marketing efforts or in any other activity ARC deems appropriate.

10. **INDEMNIFICATION:** Buyer will indemnify and hold harmless ARC, its parent, subsidiaries, affiliates, agents, shareholders, directors, and employees from and against all damages, costs and liabilities (including reasonable attorney's fees and expenses) arising from or related to the actions or inaction of Buyer, its agents and employees and others under its direction or control in conjunction with the operation of the scope of work, the Deliverables and installation.

11. **CONFIDENTIALITY:** "Confidential Information" means any and all business, technical or third-party information (including without limitation specifications, drawings, sketches, models, samples or documentation) marked as confidential or proprietary (or which a party knows or has reason to know is proprietary) and provided, disclosed, or made available under this Agreement. The parties shall restrict access to the Confidential Information to employees or agents who have a "need to know." The parties, employees, or agents shall not disclose the Confidential Information to any third party and shall treat the Confidential Information in the same way it treats its own Confidential Information of like kind. This provision will not apply to information which is in the public domain, is previously known to the receiving party without obligation of confidentiality, and is independently developed by the receiving party from a third party that does not have an obligation to keep the information confidential.

12. **NOTICES:** Notices required under this Agreement shall be sent to the addresses of the parties stated on page 1 of the Sales Agreement. Notices will be deemed given (a) when delivered, if sent by registered or certified mail (return receipt requested), (b) when delivered, if delivered personally.

13. **GOVERNING LAW; VENUE:** The laws of the State of Colorado shall govern the construction and interpretation of this Agreement without giving effect to any choice or conflict of law provisions (whether of the State of Colorado or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Colorado. Buyer hereby consents and submits to the jurisdiction of

the state and federal courts located in Colorado for any dispute related to this Agreement. Any lawsuit or litigation initiated by either party and related to this Agreement shall occur in the appropriate state or federal court located in Parker, Colorado and Buyer and ARC agree that suit shall not be brought in any other jurisdiction or location; provided however, nothing contained in this Section shall prohibit ARC from pursuing lien claims, bond claims, repossession actions or injunctive relief in any appropriate jurisdiction or court.

14. **FORCE MAJEURE:** Neither party is responsible to the other for failure to conform to this Agreement arising from causes beyond its reasonable control, including, but not limited to, labor disputes, unforeseeable delays during shipment, acts of terrorism, floods, civil commotion, war, riot, acts of God, fires, and embargoes.

15. **WAIVER:** The failure of Either Party to insist upon strict performance of any of the terms of this Agreement or to exercise any rights conferred in this Agreement, shall not be construed as a waiver or relinquishment of the right to assert or rely upon any such terms or rights at any future occasion.

16. **ASSIGNMENT:** The rights and obligations under this Agreement may not be assigned without the prior written consent of the non-assigning Party; provided however, that ARC may assign its rights and obligations under this Agreement to an affiliate or pursuant to a sale of substantially all of the assets or ownership of ARC.

17. **ENTIRE AGREEMENT:** This Agreement (including the Master Terms and Conditions) is intended to be the final, complete and exclusive expression of the Agreement between the parties. This Sales Agreement supersedes any and all prior written or oral agreements relating to the subject matter hereof. No modification of this Agreement shall be effective except by a written agreement expressly stating the parties' intent to so modify this Agreement and signed by the parties. No modification of any provision of this Agreement shall be considered a waiver, breach, or cancellation of any other provision of this Agreement. Any provision in the Sales Agreement that is not consistent with the Master Terms and Conditions in this Exhibit A shall be void and not a part of this Sales Agreement.

APPROVED AND ACCEPTED:

Seller: ARC

Buyer:

Title: Owner

Title:

Print Name: James Gardiner

Print Name:

Signature:



Signature:

Date:

Date:



Agenda Item Report

City Council – January 26, 2026

Item

Real Estate: Consider Purchase and Sale Agreement with Bernard and Petrijanos

Responsible Staff Contact

JD Cox, Michael Armstrong

Recommendation

Consider approval of Purchase and Sale Agreement

Executive Summary

Proposed is an agreement to purchase the property owned by Glenn Bernard and Terri Petrijanos at the Douglas Mountain site for \$37,000.

This parcel represents a strategic opportunity for the City, as it borders future trail connections and public use areas on Douglas Mountain. The \$45,000 appraisal was completed as part of earlier due diligence, and this combined resolution reflects prior Council direction.

Background

During the past two years, with City and County support, the Outdoor Enthusiasts of Converse County have been constructing trails and making other improvements on the site. Douglas Mountain has become fairly popular in the community.

Early in 2025, the City reached out to Glenn Bernard regarding interest in property that is adjacent to the City property on the site now known as Douglas Mountain. The property was still in the name of Bernard's deceased father, T.J. Bernard.

Subsequently, and after many discussions, Glenn Bernard and his sister Terri Petrijanos proceeded to complete a probate process to obtain title. In the meantime, an adverse possession claim was filed by neighboring property owner, Steven Gregersen, which will be cleared with a separate agreement considered later on this agenda.

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 41.5410.6540 (Land Purchase)
Project/Line Item(s)
Budgeted Amount
Anticipated Amount

Action Requested/Recommended Motion

I move that the Purchase and Sale Agreement with Bernard and Petrijanos be approved and the City Manager be authorized to sign all associated documents.

Attachments

1. Appraisal Bernard Property 20250528
2. Bernard Property Map
3. Purchase and Sale Agreement-Bernards FINAL

FROM:

Marty Hansen
Hansen Appraisals dba Rudd Agency
1230 South Walnut Street
Casper, WY 82601

Telephone Number: 307-234-7368

Fax Number: 307-234-4487

INVOICE**INVOICE NUMBER**

26968 MH

DATE

May 28, 2025

REFERENCE

Internal Order #: 26968 MH

Lender Case #:

Client File #:

Main File # on form: 26968

Other File # on form:

Federal Tax ID: 26-2755831

Employer ID:

TO:

J.D. Cox
City of Douglas
P.O. Box 1030
Douglas, WY 82633

Telephone Number: (307) 358-3462

Fax Number:

Alternate Number: E-Mail: jdc Cox@cityofdouglas.org

Due and payable upon delivery. Any amount left unpaid 30 days after bill date is subject to a 1.5% late payment charge per month.

DESCRIPTION

Lender: City of Douglas

Client: City of Douglas

Purchaser/Borrower: N/A

Property Address: Walnut St

City: Douglas

County: Converse

State: WY

Zip: 82633

Legal Description: Pt. SE4NE4 Sec 9, T32N, R71W; Pt. E2SW4NE4 Sec 9, T32N, R71W, Douglas

FEES**AMOUNT**

Land

Date of Appraisal: May 26, 2025

450.00

SUBTOTAL

450.00

PAYMENTS**AMOUNT**

Check #:

Date:

Description:

Check #:

Date:

Description:

Check #:

Date:

Description:

SUBTOTAL

0

TOTAL DUE

\$

450.00

Cover Letter		File No. 26968	
Borrower/Client	N/A		
Property Address	Walnut St		
City	Douglas	County	Converse
		State	WY
		Zip Code	82633
Lender	City of Douglas		

Rudd Agency
1230 South Walnut Street
Casper, WY 82601
(307) 234-7368 Fax (307) 234-4487

May 28, 2025

City of Douglas
Attn: Mr. J.D. Cox
P.O. Box 1030
Douglas, WY 82633

Pursuant to your request, I have completed an appraisal analysis of the property located at Walnut Street, Douglas, Converse County, Wyoming, and herein referred to as the "subject property".

The purpose of this appraisal report was to establish a supportable and defensible estimate of market value for the subject property as of the effective date of the appraisal.

"Market Value", as used herein, refers to the most probable price which a property should bring in a competitive and open market under all conditions requisite to a sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under all conditions outlined in the Definition of Market Value contained in Form 439/1004B, attached hereto.

Based on my completed appraisal analysis, the contents of which are contained in the ensuing report, the market value of the subject property, as of May 26, 2025, is estimated to be:

FORTY-FIVE THOUSAND DOLLARS
\$45,000.00

I am currently certified by the State of Wyoming Appraisal Commission which complies with Title XI of the Federal Financial Institutions, Reforms, Recovery, and Enforcement Act of 1989 - Permit No. 820.

Respectfully submitted,

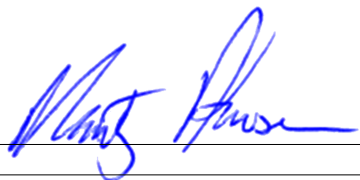
Signature

Name Marty Hansen

Date Signed 05/28/2025

State Certification # WY820

Or State License # _____



State WY

State _____

Signature _____

Name _____

Date Signed _____

State Certification # _____

Or State License # _____

State _____

State _____



APPRAISAL OF PROPERTY

LOCATED AT:

Walnut St
Pt. SE4NE4 Sec 9, T32N, R71W; Pt. E2SW4NE4 Sec 9, T32N, R71W, Douglas
Douglas, WY 82633

FOR:

City of Douglas
P.O. Box 1030
Douglas, WY 82633

AS OF:

05/26/2025

BY:

Marty Hansen

LAND APPRAISAL REPORT

File No. 26968

SUBJECT

BorrowerN/A

Census Tract9564.00

Map ReferenceNone

Property AddressWalnut St

CityDouglas

CountyConverse

StateWY

Zip Code82633

Legal DescriptionPt. SE4NE4 Sec 9, T32N, R71W; Pt. E2SW4NE4 Sec 9, T32N, R71W, Douglas

Sale Price\$N/A

Date of SaleN/A

Loan Termunk

yrs.

Property Rights Appraised

☒ Fee

☐ Leasehold

☐ De Minimis PUD

Actual Real Estate Taxes\$94.79

(yr)

Loan charges to be paid by seller\$N/A

Other sales concessionsunknown

Lender/CientCity of Douglas

AddressP.O. Box 1030, Douglas, WY 82633

Occupantvacant

AppraiserMarty Hansen

Instructions to AppraiserTo establish market value.

NEIGHBORHOOD

Location

☐ Urban

☒ Suburban

☐ Rural

Built Up

☐ Over 75%

☐ 25% to 75%

☒ Under 25%

Growth Rate

☐ Fully Dev.

☐ Rapid

☒ Steady

☐ Slow

Property Values

☐ Increasing

☒ Stable

☐ Declining

Demand/Supply

☐ Shortage

☒ In Balance

☐ Oversupply

Marketing Time

☐ Under 3 Mos.

☒ 4-6 Mos.

☐ Over 6 Mos.

Present

75%

% One-Unit

% 2-4 Unit

% Apts.

% Condo

% Commercial

Land Use

% Industrial

25%

% Vacant

%

Change in Present

☒ Not Likely

☐ Likely (*)

☐ Taking Place (*)

Land Use

(*) From

To

Predominant Occupancy

☒ Owner

☐ Tenant

10%

% Vacant

One-Unit Price Range

\$

100,000

to \$

900,000

Predominant Value \$

350,000

One-Unit Age Range

0

yrs. to

100

yrs.

Predominant Age

40

yrs.

Good

Avg.

Fair

Poor

Employment Stability

☐

☒

☐

☐

Convenience to Employment

☐

☒

☐

☐

Convenience to Shopping

☐

☒

☐

☐

Convenience to Schools

☐

☒

☐

☐

Adequacy of Public Transportation

☐

☒

☐

☐

Recreational Facilities

☐

☒

☐

☐

Adequacy of Utilities

☐

☒

☐

☐

Property Compatibility

☐

☒

☐

☐

Protection from Detrimental Conditions

☐

☒

☐

☐

Police and Fire Protection

☐

☒

☐

☐

General Appearance of Properties

☐

☒

☐

☐

Appeal to Market

☐

☒

☐

☐

Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, view, noise)

An area of rural residences located on the East side of the City of Douglas, Wyoming. Schools, city parks, and shopping are with in driving and walking distances.

SITE

Dimensions

See attached Survey

=

2.11 acres

☐ Corner Lot

Zoning Classification

R-2, R-1, & Converse County (No Zoning)

Present Improvements

☒ Do

☐ Do Not

Conform to Zoning Regulations

Highest and Best Use

☒ Present Use

☐ Other (specify)

Elec.

☒

Other (Describe)

OFF SITE IMPROVEMENTS

Street Access

☒ Public

☐ Private

Surface

asphalt

Maintenance

☒ Public

☐ Private

☐ Storm Sewer

☐ Curb/Gutter

☐ Sidewalk

☐ Street Lights

Topo

sloping

Size

average

Shape

irregular

View

Rural/City

Drainage

appears adequate

Is the property located in a FEMA Special Flood Hazard Area?

☐ Yes

☒ No

Comments (favorable or unfavorable including any apparent adverse easements, encroachments, or other adverse conditions)

Usual public utility easements. No apparent encroachments. Wells and septic systems are typical for the area.

MARKET DATA ANALYSIS

The undersigned has recited the following recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to or more favorable than the subject property, a minus (-) adjustment is made, thus reducing the indicated value of subject; if a significant item in the comparable is inferior to or less favorable than the subject property, a plus (+) adjustment is made thus increasing the indicated value of the subject.

ITEM	SUBJECT PROPERTY	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3			
Address	Walnut St Douglas, WY 82633	Lot 28, Dove Loop Douglas, WY 82633	Lot 38, Dove Loop Douglas, WY 82633	33 Lakeview Dr Douglas, WY 82633			
Proximity to Subject		3.65 miles SE	3.52 miles SE	3.03 miles SW			
Sales Price	\$N/A	\$48,000	\$50,000	\$50,000			
Price \$/Sq. Ft.	\$.49	\$.26	\$.26	\$2.50			
Data Source(s)	WY MLS/Lender	WY MLS #20235475	WY MLS #20245974	WY MLS #20242059			
ITEM	DESCRIPTION	DESCRIPTION	+(-)\$ Adjust.	DESCRIPTION	+(-)\$ Adjust.	DESCRIPTION	+(-)\$ Adjust.
Date of Sale/Time Adj.	N/A	09/25/2024		03/28/2025		06/10/2024	
Location	RuralDouglas/ave	RuralDouglas/eq		RuralDouglas/eq		RuralDouglas/eq	
Site/View	2.11 Acres/city	4.28 Acres/rural/sup	-10,000	4.36 Acres/rural/sup	-10,000	.48 Acre/rural/inf	+10,000
Outbuildings	none	none		none		none	
Topography	Sloping	Level	-5,000	Level	-5,000	Level	-5,000
Sales or Financing	N/A	Cash		Cash		VA	
Concessions	N/A	no slr pts.		no slr pts.		no slr pts.	
Net Adj. (Total)		☐ + ☒ - \$-15,000		☐ + ☒ - \$-15,000		☒ + ☐ - \$5,000	
Indicated Value of Subject		Net 31.3 % Gross 31.3 % \$33,000		Net 30.0 % Gross 30.0 % \$35,000		Net 10.0 % Gross 30.0 % \$55,000	
Comments on Market Data	All three Sales are considered in the marketvalue estimate. Due to the NO of similar Sales in the subjects area, The market value only brackets the adjusted values on the Comparable Sales, adjustments are larger than normal appraisal practice, all three Sales are located farther away than desired, and Sales #1 and #3 are older than the six month norm, but the sales utilized are best available.						

Comments and Conditions of Appraisal

To establish market value. Douglas is a small community with an approximate population of 6,500 with very few rural residential land sales available.

This appraisal report is subject to combining the two parcels into one Tax ID number AND changing the zonings to Greenspace District.

Final Reconciliation

The adjusted market data reflects current economic conditions and buyer preferences.

I (WE) ESTIMATE THE MARKET VALUE, AS DEFINED, OF THE SUBJECT PROPERTY AS OF05/26/2025 TO BE \$45,000

AppraiserMarty Hansen

Supervisory Appraiser (if applicable)

Date of Signature and Report05/28/2025

Date of Signature

Title

Title

State Certification #WY820

ST

WY

State Certification #

ST

Or State License #

ST

Expiration Date of State Certification or License07/06/2025

Expiration Date of State Certification or License

Date of Inspection (if applicable)05/26/2025

☐ Did ☐ Did Not Inspect Property

Date of Inspection

Borrower	N/A	File No.	26968
Property Address	Walnut St		
City	Douglas	County	Converse
		State	WY
		Zip Code	82633
Lender	City of Douglas		

PROPERTY HISTORY OF SUBJECT PROPERTY

In developing a real property appraisal, when the value opinion to be developed is market value, an appraiser must, if such information is available to the appraiser in the normal course of business:

- (a) analyze all agreements of sale, options, or listings of the subject property current as of the effective date of the appraisal.
- (b) analyze all sales of the subject property that occurred within the three (3) years prior to the effective date of the appraisal.

The appraiser has attempted to obtain specific information on the subject property with the following findings:

- ☐ The subject property has had no change of ownership in the past three (3) years.
- ☒ The subject property has had no change of ownership in the past five (5) years.
- ☐ The subject property is currently under contract. Details of the pending purchase are summarized below.
- ☐ The subject property is currently offered for sale: The listing price is \$ _____
- ☐ The subject property has been sold in the past three (3) year period. Details of the previous sale(s) are disclosed below.

Sale/Recording Date	Sales Price	List/Asking Price	Grantor/Grantee	Data Source

- ☐ The subject property is proposed construction and is not currently being offered.
- ☐ A previous sales history of the subject property could not be obtained by the appraiser in the normal course of business.

Comments:

To establish market value, currently NOT listed for sale.

This appraisal report is subject to combining the two parcels into one Tax ID number AND changing the zonings to Greenspace District.

Certification of Appraisal

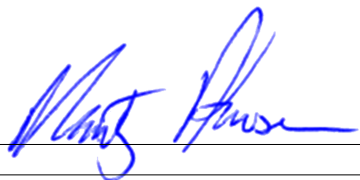
File No. 26968

Borrower/Client	N/A						
Property Address	Walnut St						
City	Douglas	County	Converse	State	WY	Zip Code	82633
Lender	City of Douglas						

The appraiser certifies and agrees that:

1. The appraiser has no present or contemplated future interest in the property appraised; and neither the employment to make the appraisal, nor the compensation for it, is contingent upon the appraised value of the property, and the assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.
2. The appraiser has no personal interest in or bias with respect to the subject matter of the appraisal report or the participants to the sale. The "Estimate of Market Value" in the appraisal report is not based in whole or in part upon ethnicity, color, national origin, sex, sexual orientation, gender, gender identity, gender expression, marital status, familial status, age, receipt of public assistance income, or disability of any person(s) of the prospective owners or occupates of the property appraised, or the present owners or occupants to the properties in the vicinity of the property appraised.
3. The appraiser has personally inspected the property, both inside and out, and has made an exterior inspection of all or has examined appraisal reports on these same comparables in the office file; to the best of the appraiser's knowledge and belief, all statements and information in this report are true and correct, and the appraiser has not knowingly withheld any significant information.
4. All contingent and limiting conditions are contained herein (imposed by the terms of the assignment or by the undersigned affecting the analysis, opinions, and conclusions contained in this report).
5. I certify that to the best of my knowledge and belief, the reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice. This appraisal was prepared in accordance with the requirements of Title XI of the Financial Institutions Reform, Recovery and Enforcement Act of 1989, as amended (12 U.S.C. 331 et seq.) and any implementing regulations.
6. I certify that the use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
7. Marty Hansen holds Certified Residential Real Estate Appraiser Certificate #820, issued by the State of Wyoming Certified Real Estate Appraiser Board; thus, meets the requirements as a certified residential real estate appraiser which complies with Title XI of the Federal Financial Institutions Reforms, Recovery, and Enforcement Act of 1989.
8. No one other than the undersigned prepared the analyses, conclusions and opinions concerning the value of the property in this report.
9. Based upon the information contained in this report, and upon my general experience as an appraiser, it is my opinion that the market value of the subject property located at Walnut Street, Douglas, Converse County, Wyoming, as of May 26, 2025, is estimated to be:

FORTY-FIVE THOUSAND DOLLARS
\$45,000.00

Signature 

Name Marty Hansen

Date Signed 05/28/2025

State Certification # WY820 State WY

Or State License # _____ State _____

Signature _____

Name _____

Date Signed _____

State Certification # _____ State _____

Or State License # _____ State _____

Subject Photo Page

Borrower/Client	N/A					
Property Address	Walnut St					
City	Douglas	County	Converse	State	WY	Zip Code 82633
Lender	City of Douglas					



Subject Lot

Walnut St
Sales Price N/A
G.L.A.
Tot. Rooms
Tot. Bedrms.
Tot. Bathrms.
Location RuralDouglas/ave
View 2.11 Acres/city
Site
Quality
Age



Subject Street



Subject Street

Photos

Borrower/Client	N/A					
Property Address	Walnut St					
City	Douglas	County	Converse	State	WY	Zip Code 82633
Lender	City of Douglas					



Lot



Lot



Lot



Survey Marker



Survey Marker



City View

Comparable Photo Page

Borrower/Client	N/A					
Property Address	Walnut St					
City	Douglas	County	Converse	State	WY	Zip Code 82633
Lender	City of Douglas					



Comparable 1

Lot 28, Dove Loop
Proximity 3.65 miles SE
Sale Price 48,000
GLA
Total Rooms
Total Bedrms
Total Bathrms
Location RuralDouglas/eq
View 4.28 Acres/rural/sup
Site
Quality
Age

Photo provided by
WYMLS



Comparable 2

Lot 38, Dove Loop
Proximity 3.52 miles SE
Sale Price 50,000
GLA
Total Rooms
Total Bedrms
Total Bathrms
Location RuralDouglas/eq
View 4.36 Acres/rural/sup
Site
Quality
Age

Photo provided by
WYMLS



Comparable 3

33 Lakeview Dr
Proximity 3.03 miles SW
Sale Price 50,000
GLA
Total Rooms
Total Bedrms
Total Bathrms
Location RuralDouglas/eq
View .48 Acre/rural/inf
Site
Quality
Age

Photo provided by
WYMLS

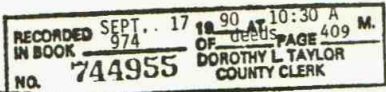
Comparable Sales Map

Borrower/Client	N/A					
Property Address	Walnut St					
City	Douglas	County	Converse	State	WY	Zip Code 82633
Lender	City of Douglas					



Warranty Deed

Borrower/Client	N/A				
Property Address	Walnut St				
City	Douglas	County	Converse	State	WY Zip Code 82633
Lender	City of Douglas				



WARRANTY DEED

FRANK TORRENCE AND BETTY JEAN TORRENCE, husband and wife, BOOK 974 PAGE 409

grantor of 1200 E. Walnut, Douglas Converse County, and State of Wyoming, for and in consideration of

in hand paid, receipt whereof is hereby acknowledged, CONVEY AND WARRANT TO T.J. BERNARD

grantee of 103 McCoy 185-9 Battle Mtn Nevada County and State of Converse

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:

DESCRIPTION:

A tract of land lying in the S½ NE¼ of Section 9, T.32 N., R.71W. of the 6th P.M., Converse County, Wyoming, more particularly described as follows:

Starting at the Southwest Corner of the SE¼ NE¼ of Section 9, T.32 N., R.71W. of the 6th P.M.; thence northerly along the west line of said SE¼ NE¼ of Section 9, a distance of 88.50 feet to the point of beginning; thence continuing northerly along said west line of the SE¼ NE¼ of Section 9, a distance of 211.50 feet; thence 90° 00' to the right from the prolongation of the last described course, a distance of 165.00 feet; thence 90° 00' to the left from the prolongation of the last described course, a distance of 179.35 feet; thence 98° 49' to the left from the prolongation of the last described course, a distance of 480.55 feet; thence 108° 43' to the left from the prolongation of the last described course, a distance of 119.66 feet; thence 22° 48' to the left from the prolongation of the last described course, a distance of 330.69 feet back to the point of the beginning.

Said tract of land containing 2.11 acres, more or less.

WITNESS my hand this 17 day of September, 1990
x Frank Torrence
Betty Jean Torrence

THE STATE OF WYOMING, } ss.
County of CONVERSE }
On this 17th day of September, 1990, before me personally appeared FRANK AND BETTY JEAN TORRENCE - - - - -

to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

My commission expires on the 23 day of November, 1990, A. D., 1990
IRMA R. KANT - Notary Public
State of Wyoming
Converse
My Commission Expires NOVEMBER 23, 1990
NOTARY PUBLIC

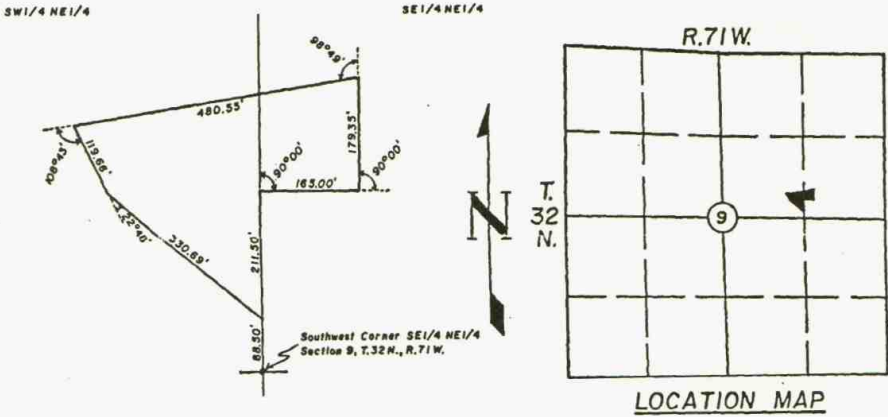
Survey

Borrower/Client	N/A				
Property Address	Walnut St				
City	Douglas	County	Converse	State	WY Zip Code 82633
Lender	City of Douglas				

BOOK 974 PAGE 410

PLAT SHOWING

A tract of land lying in the S½ NE¼ of Section 9, T.32 N., R.71 W.



DESCRIPTION

A tract of land lying in the S½ NE¼ of Section 9, T.32 N., R.71 W. of the 6th P.M., Converse County, Wyoming, more particularly described as follows:

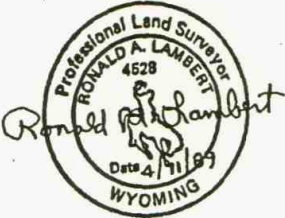
Starting at the Southwest Corner of the SE¼ NE¼ of Section 9, T.32 N., R.71 W. of the 6th P.M.; thence northerly along the west line of said SE¼ NE¼ of Section 9, a distance of 88.50 feet to the point of beginning; thence continuing northerly along said west line of the SE¼ NE¼ of Section 9, a distance of 211.50 feet; thence 90°00' to the right from the prolongation of the last described course, a distance of 165.00 feet; thence 90°00' to the left from the prolongation of the last described course, a distance of 179.35 feet; thence 98°49' to the left from the prolongation of the last described course, a distance of 480.55 feet; thence 108°43' to the left from the prolongation of the last described course, a distance of 119.66 feet; thence 22°48' to the left from the prolongation of the last described course, a distance of 330.69 feet back to the point of beginning.

Said tract of land containing 2.11 acres, more or less.

CERTIFICATE OF SURVEYOR

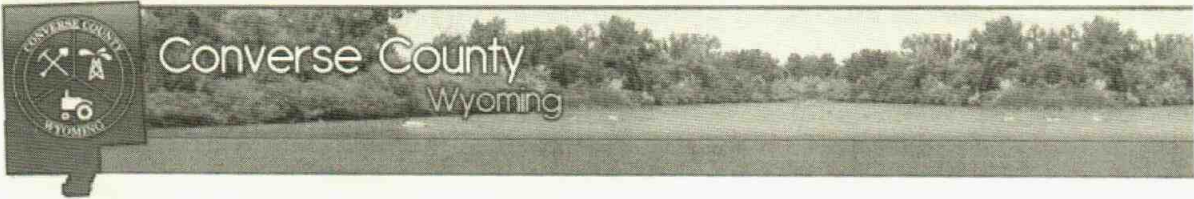
State of Wyoming
County of Converse ss

I, Ronald A. Lambert, of Douglas, Wyoming do hereby certify that this map was made from notes taken during an actual survey made by me on April 4th and 5th, 1989, and that it correctly shows the tract of land depicted thereon.



Assessor Information

Borrower/Client	N/A					
Property Address	Walnut St					
City	Douglas	County	Converse	State	WY	Zip Code 82633
Lender	City of Douglas					



Shopping Cart: 0 items [\$0.00]

- New Search
- History
- Payoff
- PayTaxes
- Help

Property Tax ID: 00119811

Status: Paid, Certificate of Purchase Taken
Realware#: R0004487
Receipt: 9359

2024 Owner(s):
BERNARD, T.J.

Mailing Address:
ATTN: GLENN BERNARD
25486 E. ARBOR DR
AURORA, CO 80016

Levy District:
0150, DOUGLAS

2024 Value:	2024 Taxes:	View Pie Charts		2024 Payments:
Market: \$8,500	First Half: \$26.80	Due: 11/10/2024	First Half: \$26.80	(May include penalty & inter
Taxable: \$808	Second Half: \$26.80	Due: 5/10/2025	Second Half: \$26.80	
	Total: \$53.60		Total: \$53.60	
Vet Exempt: \$0				
Net Taxable: \$808				
☐ Detail			☐ Detail	

2024 Legal Records:
Geo Code: 13-3271-09-1-00-0490096 Deed Book: 0974 Page: 0409 Date: 1998-09-17
Property address: WALNUT ST, DOUGLAS WY 82633
Legal: DOUGLAS, PT.SE4NE4:
S9 T32 R71: .68 ACRES

Note: The accuracy of this data is not guaranteed. Property Tax data was last updated 05/09/2025 05:00 PM.

Assessor Information

Borrower/Client	N/A					
Property Address	Walnut St					
City	Douglas	County	Converse	State	WY	Zip Code 82633
Lender	City of Douglas					



Shopping Cart: 0 items [\$0.00]

- New Search
- History
- Payoff
- PayTaxes
- Help

Property Tax ID: 00119803

Status: Paid, Certificate of Purchase Taken

Realware#: R0004506

Receipt: 9358

2024 Owner(s):
BERNARD, T.J.

Mailing Address:
ATTN: GLENN BERNARD
25486 E. ARBOR DR
AURORA, CO 80016

Levy District:
0100, DISTRICT #1

2024 Value:	2024 Taxes:	View Pie Charts		2024 Payments:
Market: \$7,430	First Half: \$20.60	Due: 11/10/2024	First Half: \$20.60	(May include penalty & inte
Taxable: \$706	Second Half: \$20.59	Due: 5/10/2025	Second Half: \$20.59	
	Total: \$41.19		Total: \$41.19	
Vet Exempt: \$0				
Net Taxable: \$706				
☐ Detail			☐ Detail	

2024 Legal Records:

Geo Code: 13-3271-09-1-00-2010096 **Deed Book:** 0974 **Page:** 0409 **Date:** 1998-09-17

Property address: WALNUT ST, DOUGLAS WY 82633

Legal: PT. E2SW4NE4: S9 T32 R71: 1.43 ACRES

Note: The accuracy of this data is not guaranteed. Property Tax data was last updated 05/09/2025 05:00 PM.

Send Payments To:

107 N 5th Street
Suite 129
Douglas, Wyoming 82633

Borrower/Client	N/A			File No.	26968
Property Address	Walnut St				
City	Douglas	County	Converse	State	WY Zip Code 82633
Lender	City of Douglas				

APPRAISAL AND REPORT IDENTIFICATION

This Report is one of the following types:

☒ Appraisal Report (A written report prepared under Standards Rule 2-2(a) , pursuant to the Scope of Work, as disclosed elsewhere in this report.)

☐ Restricted Appraisal Report (A written report prepared under Standards Rule 2-2(b) , pursuant to the Scope of Work, as disclosed elsewhere in this report, restricted to the stated intended use by the specified client or intended user.)

Comments on Standards Rule 2-3

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- Unless otherwise indicated, I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- Unless otherwise indicated, I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
- Unless otherwise indicated, I have made a personal inspection of the property that is the subject of this report.
- Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification (if there are exceptions, the name of each individual providing significant real property appraisal assistance is stated elsewhere in this report).

Reasonable Exposure Time (USPAP defines Exposure Time as the estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal.)

My Opinion of Reasonable Exposure Time for the subject property at the market value stated in this report is: Three to six months

Comments on Appraisal and Report Identification

Note any USPAP-related issues requiring disclosure and any state mandated requirements:

The appraiser has not appraised the subject or performed any other services in the past three years.

APPRAISER:

Signature: 

Name: Marty Hansen

State Certification #: WY820

or State License #: _____

State: WY Expiration Date of Certification or License: 07/06/2025

Date of Signature and Report: 05/28/2025

Effective Date of Appraisal: 05/26/2025

Inspection of Subject: ☐ None ☐ Interior and Exterior ☒ Exterior-Only

Date of Inspection (if applicable): 05/26/2025

SUPERVISORY or CO-APPRAISER (if applicable):

Signature: _____

Name: _____

State Certification #: _____

or State License #: _____

State: _____ Expiration Date of Certification or License: _____

Date of Signature: _____

Inspection of Subject: ☐ None ☐ Interior and Exterior ☐ Exterior-Only

Date of Inspection (if applicable): _____

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he considers his own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgement.

STATEMENT OF LIMITING CONDITIONS AND APPRAISER'S CERTIFICATION

CONTINGENT AND LIMITING CONDITIONS: The appraiser's certification that appears in the appraisal report is subject to the following conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.
2. The appraiser has provided a sketch in the appraisal report to show approximate dimensions of the improvements and the sketch is included only to assist the reader of the report in visualizing the property and understanding the appraiser's determination of its size.
3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in the appraisal report whether the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.
5. The appraiser has estimated the value of the land in the cost approach at its highest and best use and the improvements at their contributory value. These separate valuations of the land and improvements must not be used in conjunction with any other appraisal and are invalid if they are so used.
6. The appraiser has noted in the appraisal report any adverse conditions (such as, needed repairs, depreciation, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property or adverse environmental conditions (including the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.
7. The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.
8. The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice.
9. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that completion of the improvements will be performed in a workmanlike manner.
10. The appraiser must provide his or her prior written consent before the lender/client specified in the appraisal report can distribute the appraisal report (including conclusions about the property value, the appraiser's identity and professional designations, and references to any professional appraisal organizations or the firm with which the appraiser is associated) to anyone other than the borrower; the mortgagee or its successors and assigns; the mortgage insurer; consultants; professional appraisal organizations; any state or federally approved financial institution; or any department, agency, or instrumentality of the United States or any state or the District of Columbia; except that the lender/client may distribute the property description section of the report only to data collection or reporting service(s) without having to obtain the appraiser's prior written consent. The appraiser's written consent and approval must also be obtained before the appraisal can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.

APPRAISER’S CERTIFICATION: The appraiser certifies and agrees that:

1. I have researched the subject market area and have selected a minimum of three recent sales of properties most similar and proximate to the subject property for consideration in the sales comparison analysis and have made a dollar adjustment when appropriate to reflect the market reaction to those items of significant variation. If a significant item in a comparable property is superior to, or more favorable than, the subject property, I have made a negative adjustment to reduce the adjusted sales price of the comparable and, if a significant item in a comparable property is inferior to, or less favorable than the subject property, I have made a positive adjustment to increase the adjusted sales price of the comparable.
2. I have taken into consideration the factors that have an impact on value in my development of the estimate of market value in the appraisal report. I have not knowingly withheld any significant information from the appraisal report and I believe, to the best of my knowledge, that all statements and information in the appraisal report are true and correct.
3. I stated in the appraisal report only my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the contingent and limiting conditions specified in this form.
4. I have no present or prospective interest in the property that is the subject to this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or the estimate of market value in the appraisal report on color, sex, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property.
5. I have no present or contemplated future interest in the subject property, and neither my current or future employment nor my compensation for performing this appraisal is contingent on the appraised value of the property.
6. I was not required to report a predetermined value or direction in value that favors the cause of the client or any related party, the amount of the value estimate, the attainment of a specific result, or the occurrence of a subsequent event in order to receive my compensation and/or employment for performing the appraisal. I did not base the appraisal report on a requested minimum valuation, a specific valuation, or the need to approve a specific mortgage loan.
7. I performed this appraisal in conformity with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place as of the effective date of this appraisal, with the exception of the departure provision of those Standards, which does not apply. I acknowledge that an estimate of a reasonable time for exposure in the open market is a condition in the definition of market value and the estimate I developed is consistent with the marketing time noted in the neighborhood section of this report, unless I have otherwise stated in the reconciliation section.
8. I have personally inspected the subject property and the exterior of all properties listed as comparables in the appraisal report. I further certify that I have noted any apparent or known adverse conditions in the subject improvements, on the subject site, or on any site within the immediate vicinity of the subject property of which I am aware and have made adjustments for these adverse conditions in my analysis of the property value to the extent that I had market evidence to support them. I have also commented about the effect of the adverse conditions on the marketability of the subject property.
9. I personally prepared all conclusions and opinions about the real estate that were set forth in the appraisal report. If I relied on significant professional assistance from any individual or individuals in the performance of the appraisal or the preparation of the appraisal report, I have named such individual(s) and disclosed the specific tasks performed by them in the reconciliation section of this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in the report; therefore, if an unauthorized change is made to the appraisal report, I will take no responsibility for it.

SUPERVISORY APPRAISER’S CERTIFICATION: If a supervisory appraiser signed the appraisal report, he or she certifies and agrees that: I directly supervise the appraiser who prepared the appraisal report, have reviewed the appraisal report, agree with the statements and conclusions of the appraiser, agree to be bound by the appraiser's certifications numbered 4 through 7 above, and am taking full responsibility for the appraisal and the appraisal report.

ADDRESS OF PROPERTY APPRAISED: Walnut St, Douglas, WY 82633

APPRAISER:

Signature: 
Name: Marty Hansen
Date Signed: 05/28/2025
State Certification #: WY820
or State License #: _____
State: WY
Expiration Date of Certification or License: 07/06/2025

SUPERVISORY APPRAISER (only if required):

Signature: _____
Name: _____
Date Signed: _____
State Certification #: _____
or State License #: _____
State: _____
Expiration Date of Certification or License: _____

☐ Did ☐ Did Not Inspect Property

ADDITIONAL CERTIFICATION

Borrower/Client	N/A				File No.	26968	
Property Address	Walnut St						
City	Douglas	County	Converse	State	WY	Zip Code	82633
Lender	City of Douglas						

APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:

1. I have researched the subject market area and have selected a minimum of three recent sales of properties most similar and proximate to the subject property for consideration in the sales comparison analysis and have made a dollar adjustment when appropriate to reflect the market reaction to those items or significant variation. If a significant item in a comparable property is superior to, or more favorable than, the subject property, I have made a negative adjustment to reduce the adjusted sales price of the comparable and, if a significant item in a comparable property is inferior to, or less favorable than the subject property, I have made a positive adjustment to increase the adjusted sales price of the comparable.
2. I have taken into consideration the factors that have an impact on value in my development of the estimate of market value in the appraisal report. I have not knowingly withheld any significant information from the appraisal report and I believe, to the best of my knowledge, that all statements and information in the appraisal report are true and correct.
3. I stated in the appraisal report only my own personal, unbiased, professional analyses, opinions, and conclusions, which are subject only to the contingent and limiting conditions specified in this form. I certify that, to the best of my knowledge and belief: The statements of fact contained in this report are true and correct. The report analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions and conclusions.
4. I have no present or prospective interest in the property that is the subject of this report, and no personal interest with respect to the parties involved. I did not base, either partially or completely, my analysis and/or the estimate of market value in the appraisal report on the color, sex, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or the present owners or occupants of the properties in the vicinity of the subject property.
5. I have no present or contemplated future interest in the subject property, and neither my current or future employment nor my compensation for performing this appraisal is contingent on the appraised value of the property.
6. My engagement in this assignment was not contingent upon developing or reporting predetermined results. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
7. My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice in place, as of the effective date of this appraisal, with the exception of the departure provision of those Standards, which does not apply. I acknowledge that an estimate of a reasonable time for exposure in the open market is a condition in the definition of the market value and the estimate I developed is consistent with the marketing time noted in the neighborhood section of this report, unless I have otherwise stated in the reconciliation section.
8. I have made a personal inspection of the property that is the subject of this report. I further certify that I have noted any apparent or known adverse conditions in the subject improvements, on the subject site, or on any site within the immediate vicinity of the subject property of which I am aware and have made adjustments for these adverse conditions in my analysis of the property value to the extent that I had market evidence to support them. I have also commented about the effect of the adverse conditions on the marketability of the subject property.
9. No one provided significant professional assistance to the person signing this report.

If I relied on significant professional assistance from any individuals in the performance of the appraisal or the preparation of the appraisal report, I have named such individual(s) and disclosed the specific tasks performed by them in the reconciliation section of this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in the report, therefore, if an unauthorized change is made to the appraisal report, I will take no responsibility for it.

APPRAISER:

Signature:

Name: Marty Hansen

Date Signed: 05/28/2025

State Certification #: WY820

or State License #:

State: WY

Expiration Date of Certification or License: 07/06/2025

SUPERVISORY APPRAISER (only if required):

Signature:

Name:

Date Signed:

State Certification #:

or State License #:

State:

Expiration Date of Certification or License:

☐ Did

☐ Did Not Inspect Property

Appraiser Independence Certification

I do hereby certify, I have followed the appraiser independence safeguards in compliance with Appraisal Independence and any applicable state laws I may be required to comply with. This includes but is not limited to the following:

- I am currently licensed and/or certified by the state in which the property to be appraised is located. My license is the appropriate license for the appraisal assignment(s) and is reflected on the appraisal report.
- I certify that there have been no sanctions against me for any reason that would impair my ability to perform appraisals pursuant to the required guidelines.

I assert that no employee, director, officer, or agent of _____ City of Douglas _____, or any other third party acting as joint venture partner, independent contractor, appraisal management company, or partner on behalf of _____ City of Douglas _____, influenced, or attempted to influence the development, reporting, result, or review of my appraisal through coercion, extortion, collusion, compensation, inducement, intimidation, bribery, or in any other manner.

I further assert that City of Douglas has never participated in any of the following prohibited behavior in our business relationship:

- 1) Withholding or threatening to withhold timely payment or partial payment for an appraisal report;
- 2) Withholding or threatening to withhold future business with me, or demoting or terminating or threatening to demote or terminate me;
- 3) Expressly or impliedly promising future business, promotions, or increased compensation for myself;
- 4) Conditioning the ordering of my appraisal report or the payment of my appraisal fee or salary or bonus on the opinion, conclusion, or valuation to be reached, or on a preliminary value estimate requested from me;
- 5) Requesting that I provide an estimated, predetermined, or desired valuation in an appraisal report prior to the completion of the appraisal report, or requesting that I provide estimated values or comparable sales at any time prior to my completion of an appraisal report;
- 6) Provided me an anticipated, estimated, encouraged, or desired value for a subject property or a proposed or target amount to be loaned to the borrower, except that a copy of the sales contract for purchase transactions may be provided;
- 7) Provided to me, or my appraisal company, or any entity or person related to me as appraiser, appraisal company, stock or other financial or non-financial benefits;
- 8) Any other act or practice that impairs or attempts to impair my independence, objectivity, or impartiality or violates law or regulation, including, but not limited to, the Truth in Lending Act (TILA) and Regulation Z, or the USPAP.

Signature

Marty Hansen

Marty Hansen
Appraiser's Name

State Title or Designation

05/28/2025

Date _____

WY820

State License or Certification #

07/06/2025

Expiration Date of License or Certification

WY

State

Walnut St, Douglas, WY 82633

Address of Property Appraised

State Certificate

Borrower/Client	N/A					
Property Address	Walnut St					
City	Douglas	County	Converse	State	WY	Zip Code 82633
Lender	City of Douglas					



License Number 820

NON TRANSFERABLE

CERTIFIED REAL ESTATE APPRAISER PERMIT

Issued : 07/07/2023
Expires: 07/06/2025

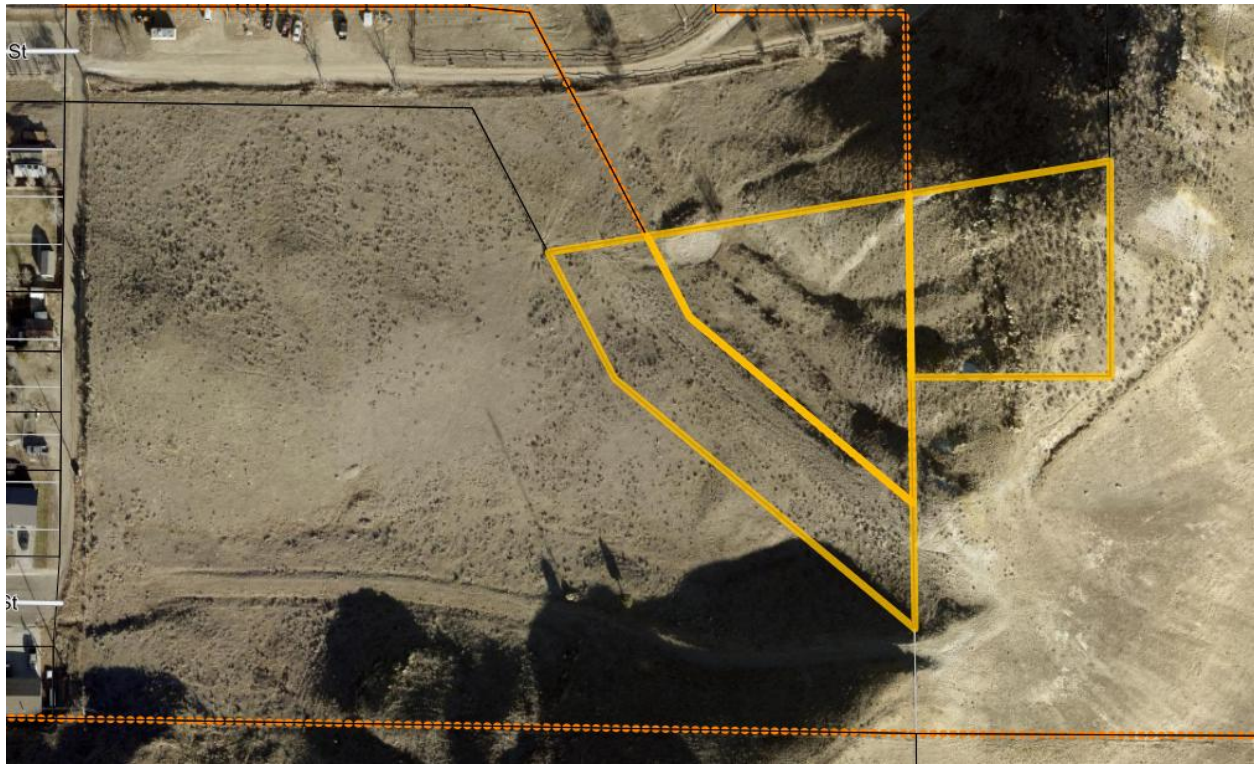
Marty J. Hansen
Certified Residential Appraiser Permit
AS PROVIDED FOR BY THE LAWS OF WYOMING.

Hansen Appraisals dba Rudd Agency
1230 South Walnut Street
Casper WY 82601

AUTHORIZED BY THE WYOMING CERTIFIED
REAL ESTATE APPRAISER BOARD
WITNESS MY HAND AND THE
OFFICIAL SEAL AT CHEYENNE, WYOMING.

Nicholas A. Barker, Executive Director





PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") dated as of the Effective Date (defined below) by and between Glenn Bernard and Terri Petrijanos (hereinafter "Seller", whether one or more), and the City of Douglas, Wyoming, a Wyoming municipal corporation ("Purchaser" whether one or more). The parties may be referred to individually as a "party" or collectively as the "parties."

RECITALS:

WHEREAS, Seller wishes to sell and Purchaser wishes to purchase that certain real property located in Converse County, State of Wyoming, as more particularly described below.

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained in this Agreement, the receipt and sufficiency of which the parties hereby acknowledge, Purchaser and Seller agree as follows:

1. Agreement to Sell and Purchase. Subject to the terms and conditions of this Agreement, Seller agrees to sell and Purchaser agrees to purchase all of Seller's right, title and interest in and to that certain real property located at Converse County, Wyoming, and legally described as follows:

A tract of land lying in the S $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 9, T.32 N., R.71W. of the 6th P.M., Converse County, Wyoming, more particularly described as follows:

Starting at the Southwest Corner of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 9, T.32 N., R.71W. of the 6th P.M.; thence northerly along the west line of said SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 9, a distance of 88.50 feet to the point of beginning; thence continuing northerly along said west line of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 9, a distance of 211.50 feet; thence 90°00' to the right from the prolongation of the last described course, a distance of 165.00 feet; thence 90°00' to the left from the prolongation of the last described course, a distance of 179.35 feet; thence 98°49' to the left from the prolongation of the last described course, a distance of 480.55 feet; thence 108°43' to the left from the prolongation of the last described course, a distance of 119.66 feet; thence 22°48' to the left from the prolongation of the last described course, a distance of 330.69 feet back to the point of the beginning.

Said tract of land containing 2.11 acres, more or less.

TOGETHER with all improvements thereon situate (the "Property").

2. Purchase Price. The purchase price for the Seller's interest in the Property is \$37,000.00 (Thirty-Seven Thousand Dollars). The purchase price shall be paid in certified funds at the time of closing.

3. Effective Date. The "Effective Date" of this Agreement shall mean the date on which the last of the Purchaser and Seller executes this Agreement, as shown by the dates set forth below their respective signatures.

4. Representations and Warranties of Seller. Neither the execution, delivery or performance of this Agreement by Seller, nor the consummation of the transactions contemplated hereby will violate any order, judgment, injunction, award or decree of any court or arbitration body, by or to which Seller or the Property are or may be bound or subject. The Parties warrant and acknowledge that there is currently a civil action captioned as *Stephen K. Gregersen v. T.J Bernard, Deceased, et al.*, Civil Action #2025-CV-0019113 in the Eighth Judicial District Court, Converse County, Wyoming, against T.J. Bernard and his heirs claiming adverse possession of the Property and Purchaser accepts this transfer from Seller subject to such pending civil action. Aside from this action, there are no known pending or threatened (in writing) condemnation or similar such proceeding which affect the Property. Other than the aforementioned action, to the current knowledge of the Seller there are no known pending or threatened litigation or other proceedings against the Property or against Seller which could materially affect the right of Purchaser to own or occupy the Property. Except as set forth in this Agreement, there is no currently valid and binding (i) agreement, lease, option, right of first refusal, commitment or arrangement to which Seller is a party which grants to any person or entity, other than Purchaser, the present or future right to purchase, occupy, lease, or otherwise acquire an interest in the Property or any part thereof, or (ii) agreement, commitment or arrangement to which Seller is a party regarding the development, servicing, maintenance, repair, or operation of the Property or any part thereof.

5. Representations and Warranties of Purchaser. Neither the execution, delivery or performance of this Agreement by Purchaser, nor the consummation of the transactions contemplated hereby violate any order, judgment, injunction, award or decree of any court or arbitration body, by or to which Purchaser is or may be bound or subject. All representations and warranties of Purchaser set forth herein shall survive the Closing or earlier termination of this Agreement.

6. Closing Date. The closing ("Closing") shall close not less than ten (10) days' notice from Purchaser to Seller that they are prepared to close (the "Closing Date"), but in no event later than February 27, 2026. The parties shall prepare all closing documents in advance to allow for the execution of all closing documents by the authorized representatives of the parties prior to the Closing Date. Neither party shall have the obligation to have an authorized representative physically present at the Closing.

7. Closing Documents and Actions. The documents or actions listed in this Section 7 shall be delivered or shall occur on the Closing Date.

7.1 Deed. A special warranty deed (the "Deed") executed and acknowledged by Seller and conveying to Purchaser title to the Property. Such transfer shall be free and clear of all liens and encumbrances, except for the exceptions as described in the Title Insurance Commitment ("Permitted Exceptions"), and shall be:

SUBJECT, HOWEVER, to all easements, reservations, restrictions, and rights-of-way of record in the Office of the County Clerk and Ex-Officio Register of Deeds of

Converse County, Wyoming, reservations in patents, any and all claims against the land asserted in *Stephen K. Gregersen v. T.J Bernard, Deceased, et al.*, Civil Action #2025-CV-0019113 in the Eighth Judicial District Court, Converse County, Wyoming, against T.J. Bernard and his heirs, and any facts which could be discovered by an accurate survey and/or by an examination of the premises.

8. Closing Costs. Seller and Purchaser shall pay the closing costs as follows:

- 8.1 Ad Valorem Taxes. All Real Property and ad valorem taxes for the current taxable year shall be prorated with Purchaser being responsible for any such ad valorem taxes attributable to periods prior to the Closing Date and Purchaser being responsible for any such ad valorem taxes attributable to periods from and after the Closing Date. In the event the current year tax assessment has not been established, such proration shall be based on the prior tax year, adjusted to reflect changes in assessed value or rates known to be in effect for the year of the Closing. Purchaser agrees to accept taxes attributable to the period prior to the Closing Date, and from and after the Closing, to pay all real and personal property taxes for 2026 and subsequent years.
- 8.2 Special Assessments. Any assessments, general or special, against the Property shall be prorated as of the Closing Date, with Seller being responsible for any installments of assessments which are due or attributable to periods prior to the Closing Date and Purchaser being responsible for any installments of assessments which are due on or attributable to periods after the Closing Date.
- 8.3 Costs. Recording costs will be paid by the Purchaser. Fees for any title policy or commitment shall be paid by the Purchaser. Any fees for prepaid tax, insurance, and/or mortgage insurance shall be paid by the Purchaser. Purchaser shall also pay any firm levied by the closing firm, if applicable.

Purchaser shall be responsible for an Owner's title insurance policy.

- 8.4 Utilities. If applicable, Seller's existing accounts for utility services to the Property shall be closed as of the day of Closing, and (a) all charges accrued prior to Closing shall be paid by Seller, (b) all deposits for such accounts shall be refunded to and shall belong to Seller, and (c) Purchaser and Seller shall arrange for utility services to such improvements, without interruption, to be assigned to Purchaser commencing on the day of the Closing.
- 8.5 Insurance. Risk of Loss will remain with the Sellers until closing, at which time Purchaser shall be responsible for obtaining any and all insurance coverage covering the Property as of the day of the Closing.
- 8.6 The terms and conditions contained in this Section 8 shall survive the Closing.

9. Condition of Property.

- 9.1 The Property, and all fixtures, appurtenances and improvements thereon, shall be conveyed in their present condition, ordinary wear and tear excepted. A property condition disclosure form is not available.
- 9.2 Purchaser acknowledge and agree that, upon execution of this Contract:
- (a) Purchaser is not relying upon any representation of Seller or Seller's Agents or representatives as to any condition which Purchaser deems to be material to Purchaser's decision to purchase this property; and
 - (b) Purchaser has been advised of the opportunity to seek legal, financial, construction, air quality (such as mold), environmental (such as radon and lead-based paint) and/or professional home inspection services regarding this purchase.
10. Inspections by Buyer.
- 10.1 Purchaser accepts the Property in its entirety in "as is, where is" condition without any implied or express warranty by Seller or any of Seller's agents.
11. Possession. On the Closing Date, Seller shall deliver possession of the Property to Purchaser, free, clear and discharged of possession or use and the right of possession or use by any and all individuals and entities through the Purchaser, subject to the Adverse Possession claim as mentioned and set forth above.
12. Miscellaneous. It is further understood and agreed as follows:
- 12.1 Severability. If any provision of this Agreement shall be held to be void or unenforceable for any reason, the remaining terms and provisions hereof shall not be affected thereby.
 - 12.2 Time. Time is of the essence of this Agreement.
 - 12.3 Binding Effect; Assignment. The provisions of this Agreement shall inure to the benefit of and bind the legal representatives, successors, and permitted assigns of the parties hereto. Neither Party may assign this Agreement without the express written consent of the other Party.
 - 12.4 Amendment and Waiver. This Agreement may be amended at any time in all respects, but only by an instrument in writing executed by Seller and Purchaser. Either Purchaser or Seller may waive any requirement to be performed by the other, provided that said waiver shall be in writing and executed by the party waiving the requirement.
 - 12.5 Integrated Agreement. This Agreement constitutes the entire agreement between Purchaser and Seller relating to the sale and purchase of the Property.

- 12.6 Choice of Law. It is the intention of Seller and Purchaser that the laws of Wyoming shall govern the validity of this Agreement, the construction of its terms, and the interpretation of the rights and obligations of Purchaser and Seller hereunder.
- 12.7 Full Execution. This Agreement shall be deemed fully executed and binding upon Purchaser and Seller if and when Purchaser and Seller have executed this Agreement or separate counterparts.
- 12.8 Non-Survival. Except as otherwise stated in this Agreement, all terms and provisions contained in this Agreement shall merge into the documents executed and/or delivered at Closing and shall not survive Closing.
- 12.9 Holidays and Weekends. If the terms of this Agreement provide for the performance of any act or the expiration of any time period on a Saturday, Sunday or federal holiday, the due date or the expiration date shall take place on the next date that is not a Saturday, Sunday or federal holiday.
- 12.10 Sophistication of the Parties. Each party to this Agreement hereby acknowledges and agrees that it has consulted legal counsel in connection with the negotiation and preparation of this Agreement, that it is sophisticated and experienced in real estate transaction matters, and has bargaining power equal to that of the other parties hereto in connection with the negotiation and execution of this Agreement.
- 12.11 Counterparts. This Agreement may be executed in any number of counterparts, and each counterpart hereof shall be deemed to be an original instrument, but all counterparts hereof taken together shall constitute one and the same instrument.
- 12.12 Attorney's Fees. In the event that any party shall become in default or breach of any of the terms of this Agreement, such defaulting or breaching party shall pay all reasonable attorney's fees and other expenses which the non-breaching or non-defaulting party may incur in enforcing this Agreement with or without formal proceedings. This provision shall not limit any other remedies to which the parties may otherwise be entitled.
- 12.13 This Agreement is subject to approval by the governing body of the City of Douglas, Wyoming. Should such approval not be given, this contract is null and void.
- 12.14 City does not waive governmental immunity by entering into this Contract, and specifically retains immunity and all defenses available to it pursuant to Wyo. Stat. § 1-39-104(a) and all other state law.

Executed as of the day and year set forth below.

SELLER:

Glenn Bernard

By: _____

Date: _____

Terri Petrjanos

By: _____

Date: _____

PURCHASER:

City of Douglas, Wyoming

By: _____

Printed Name: _____

Title: _____

Date: _____



Agenda Item Report City Council – January 26, 2026

Item

Real Estate: Consider Purchase and Sale Agreement with Stephen Gregersen

Responsible Staff Contact

JD Cox, Michael Armstrong

Recommendation

Consider approving Purchase & Sale Agreement with Stephen Gregersen

Executive Summary

In 2025, Stephen Gregersen filed an adverse possession claim against the property on Douglas Mountain, owned by Glenn Bernard and Terri Petrijanos. Following subsequent negotiations with Mr. Gregersen, he agreed to release the adverse possession claim in return for \$17,000 recompense.

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 41.5410.6540
Project/Line Item(s)
Budgeted Amount
Anticipated Amount \$17,000

Action Requested/Recommended Motion

I move to approve the Purchase and Sale Agreement with Stephen Gregersen and authorize the City Manager to sign the agreement and all associated documents.

Attachments

1. Purchase and Sale Agreement-Gregersen

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") dated as of the Effective Date (defined below) by and between Stephen K. Gregersen, (hereinafter "Seller", whether one or more), and the City of Douglas, Wyoming, a Wyoming municipal corporation ("Purchaser"). The parties may be referred to individually as a "party" or collectively as the "parties."

RECITALS:

WHEREAS, Seller claims an interest in the below described property; and

WHEREAS, Seller wishes to sell and Purchaser wishes to purchase that certain real property located in Converse County, State of Wyoming, as more particularly described below.

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained in this Agreement, the receipt and sufficiency of which the parties hereby acknowledge, Purchasers and Seller agree as follows:

1. Agreement to Sell and Purchase. Subject to the terms and conditions of this Agreement, Seller agrees to sell and Purchaser agrees to purchase all of Seller's right, title and interest in and to that certain real property located in Converse County, Wyoming, and legally described as follows:

A tract of land lying in the S $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 9, T.32 N., R.71W. of the 6th P.M., Converse County, Wyoming, more particularly described as follows:

Starting at the Southwest Corner of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 9, T.32 N., R.71W. of the 6th P.M.; thence northerly along the west line of said SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 9, a distance of 88.50 feet to the point of beginning; thence continuing northerly along said west line of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 9, a distance of 211.50 feet; thence 90°00' to the right from the prolongation of the last described course, a distance of 165.00 feet; thence 90°00' to the left from the prolongation of the last described course, a distance of 179.35 feet; thence 98°49' to the left from the prolongation of the last described course, a distance of 480.55 feet; thence 108°43' to the left from the prolongation of the last described course, a distance of 119.66 feet; thence 22°48' to the left from the prolongation of the last described course, a distance of 330.69 feet back to the point of the beginning.

Said tract of land containing 2.11 acres, more or less.

TOGETHER with all improvements thereon situate (the "Property").

2. Purchase Price and Earnest Money. The purchase price for the Seller's interest in the Property is Seventeen Thousand (\$17,000.00). The purchase price shall be paid to Seller in certified funds at closing.

2.1 Additional Consideration. In addition to the purchase price, Purchaser also agrees to release any right-of-way/access easement (excluding utility easements) it holds over or across the following described property owned by the Seller:

A tract of land lying in the S½NE¼, Section 9, Township 32 North, Range 71 West of the 6th P.M., Converse County, Wyoming, more particularly described as follows:

Starting at the Northwest Corner of the SE¼NE¼ of Section 9, T. 32 N., R. 71 W., of the 6th P.M., said point is also the point of beginning; thence Easterly along the North line of said SE¼NE¼ of Section 9, a distance of 165 feet; thence Southerly parallel with the West line of said SE¼NE¼ of Section 9, a distance of 840.65 feet; thence 81°11' to the right from the prolongation of the last described course, a distance of 480.55 feet; thence 71°17' to the right from the prolongation of the last described course, a distance of 147.47 feet to a point on the South line of Walnut Street projected, thence Westerly along said line of Walnut Street projected, a distance of 338.06 feet to the Northeast Corner of Block 8 of the Capitol Hill Addition to the Town of Douglas, Wyoming; thence Northerly across Walnut Street, a distance of 80 feet to the Southeast Corner of Block 3 of the Capitol Hill Addition to the Town of Douglas, Wyoming; thence Easterly along the North line of Walnut Street projected a distance of 340 feet; thence Northerly a distance of 240 feet; thence Easterly a distance of 60 feet; thence Northerly a distance of 100 feet to a point on the South line of Cedar Street projected; thence Westerly along said South line of Cedar Street projected, a distance of 400 feet to the Northeast Corner of Block 3 of the Capitol Hill Addition to the Town of Douglas, Wyoming; thence Northerly across Cedar Street, a distance of 60 feet to the Southeast corner of Block 1 of the Capitol Hill Addition to the Town of Douglas, Wyoming; thence Easterly along the North line of Cedar Street projected, a distance of 20 feet; thence Southerly a distance of 30 feet to a point on the centerline of County Road No.52; thence S.86°58'E., a distance of 691.02 feet to a point on the West line of the SE¼NE¼ of Section 9; thence N.00°10'W., along said West line of the SE¼NE¼ of Section 9, a distance of 371.86 feet back to the point of beginning.

EXCEPTING THEREFROM a tract of land conveyed to Charles Irwin and Dennis I. Rogers as Trustee for Douglas Better Development as set forth in Warranty Deed recorded November 18, 1975, in Book 588, Page 493.

3. Effective Date. The "Effective Date" of this Agreement shall mean the date on which the last of the Purchasers and Seller executes this Agreement, as shown by the dates set forth below their respective signatures.

4. Representations and Warranties of Seller. Neither the execution, delivery or performance of this Agreement by Seller, nor the consummation of the transactions contemplated hereby will violate any order, judgment, injunction, award or decree of any court or arbitration body, by or to which Seller or the Property are or may be bound or subject. The Parties warrant and acknowledge that Seller has presently filed an action in the Eighth Judicial District Court, Converse County, Wyoming, against T.J. Bernard and his heirs claiming adverse possession of the Property. Aside from this action, there is no pending or threatened (in writing) condemnation or similar such proceeding which affects the Property. There is no pending or threatened litigation or other proceeding against the Property or against Seller which could materially affect the right of Purchasers to own or occupy the Property. Except as set forth in this Agreement, there is no currently valid and binding (i) agreement, lease, option, right of first refusal, commitment or arrangement to which Seller is a party which grants to any person or entity, other than Purchasers, the present or future right to purchase, occupy, lease, or otherwise acquire an interest in the Property or any part thereof, or (ii) agreement, commitment or arrangement to which Seller is a party regarding the development, servicing, maintenance, repair, or operation of the Property or

any part thereof. All representations and warranties of Seller set forth herein shall survive the Closing or earlier termination of this Agreement.

5. Representations and Warranties of Purchaser. Neither the execution, delivery or performance of this Agreement by Purchaser, nor the consummation of the transactions contemplated hereby violate any order, judgment, injunction, award or decree of any court or arbitration body, by or to which Purchaser is or may be bound or subject. This contract is subject to approval by the governing body of the City of Douglas, Wyoming. Should such approval not be given, this contract shall be considered null and void.

6. Closing Date. The closing ("Closing") shall close not less than ten (10) days' notice from Purchasers to Seller that they are prepared to close (the "Closing Date"), but in no event later than February 27, 2026. The parties shall prepare all closing documents in advance to allow for the execution of all closing documents by the authorized representatives of the parties prior to the Closing Date. Neither party shall have the obligation to have an authorized representative physically present at the Closing.

7. Title.

7.1 Title shall be conveyed to the City of Douglas, Wyoming.

8. Closing Documents and Actions. The documents or actions listed in this Section 8 shall be delivered or shall occur on the Closing Date.

8.1 Deed. A quitclaim deed (the "Deed") executed and acknowledged by Seller and conveying to Purchaser title to the Property, including the release and waiver of all homestead rights, if any.

8.2 Dismissal. Seller shall cause the adverse possession action filed in the Eighth Judicial District Court for the State of Wyoming, Converse County, Civil Action # 2025-CV-0019113 to be dismissed with prejudice. Seller shall also file with the Converse County Clerk's Office any document required to release any pending Lis Pendens notice or other such documents filed therein that seek to establish or notify the public of Seller's claimed interest in the Property.

9. Condition of Property.

9.1 The Property, and all fixtures, appurtenances and improvements thereon, shall be conveyed in their present condition, ordinary wear and tear excepted. A property condition disclosure form is not available.

9.2 Purchaser acknowledges and agrees that, upon execution of this Agreement:

(a) Purchaser is not relying upon any representation of Seller or Seller's agents or representatives as to any condition which Purchaser deems to be material to Purchaser's decision to purchase this property; and

- (b) Purchaser has been advised of the opportunity to seek legal, financial, construction, air quality (such as mold), environmental (such as radon and lead-based paint) and/or professional home inspection services regarding this purchase.

10. Inspections by Purchasers.

- 10.1 Waiver of Defect. Purchaser acknowledges that they have been given ample opportunity to inspect the Property. Purchaser accepts the Property in its entirety in "as is, where is" condition without any implied or express warranty by Seller or any of Seller's agents.

11. Possession. On the Closing Date, Seller shall deliver possession of the Property to Purchaser.

12. Miscellaneous. It is further understood and agreed as follows:

- 12.1 Severability. If any provision of this Agreement shall be held to be void or unenforceable for any reason, the remaining terms and provisions hereof shall not be affected thereby.
- 12.2 Time. Time is of the essence for this Agreement.
- 12.3 Binding Effect; Assignment. The provisions of this Agreement shall inure to the benefit of and bind the legal representatives, successors, and permitted assigns of the parties hereto. Neither Party may assign this Agreement without the express written consent of the other Party.
- 12.4 Amendment and Waiver. This Agreement may be amended at any time in all respects, but only by an instrument in writing executed by Seller and Purchasers. Either Purchasers or Seller may waive any requirement to be performed by the other, provided that said waiver shall be in writing and executed by the party waiving the requirement.
- 12.5 Integrated Agreement. This Agreement constitutes the entire agreement between Purchasers and Seller relating to the sale and purchase of the Property.
- 12.6 Choice of Law. It is the intention of Seller and Purchasers that the laws of Wyoming shall govern the validity of this Agreement, the construction of its terms, and the interpretation of the rights and obligations of Purchasers and Seller hereunder.
- 12.7 Full Execution. This Agreement shall be deemed fully executed and binding upon Purchasers and Seller if and when Purchasers and Seller have executed this Agreement or separate counterparts.

- 12.8 Non-Survival. Except as otherwise stated in this Agreement, all terms and provisions contained in this Agreement shall merge into the documents executed and/or delivered at Closing and shall not survive Closing.
- 12.9 Holidays and Weekends. If the terms of this Agreement provide for the performance of any act or the expiration of any time period on a Saturday, Sunday or federal holiday, the due date or the expiration date shall take place on the next date that is not a Saturday, Sunday or federal holiday.
- 12.10 Sophistication of the Parties. Each party to this Agreement hereby acknowledges and agrees that it has consulted legal counsel in connection with the negotiation and preparation of this Agreement, that it is sophisticated and experienced in real estate transaction matters, and has bargaining power equal to that of the other parties hereto in connection with the negotiation and execution of this Agreement.
- 12.11 Counterparts. This Agreement may be executed in any number of counterparts, and each counterpart hereof shall be deemed to be an original instrument, but all counterparts hereof taken together shall constitute one and the same instrument.
- 12.12 Attorney's Fees. In the event that any party shall become in default or breach of any of the terms of this Agreement, such defaulting or breaching party shall pay all reasonable attorney's fees and other expenses which the non-breaching or non-defaulting party may incur in enforcing this Agreement with or without formal proceedings. This provision shall not limit any other remedies to which the parties may otherwise be entitled.
- 12.13 City does not waive governmental immunity by entering into this Contract, and specifically retains immunity and all defenses available to it pursuant to Wyo. Stat. § 1-39-104(a) and all other state law.
- 12.14 This agreement is contingent upon the City closing its purchase and sale transaction with the heirs of TJ Bernard.

Executed as of the day and year set forth below.

SELLER:

Stephen F. Gregersen

By: _____

PURCHASERS:

City of Douglas, Wyoming

By: _____

Printed Name: _____

Title: _____

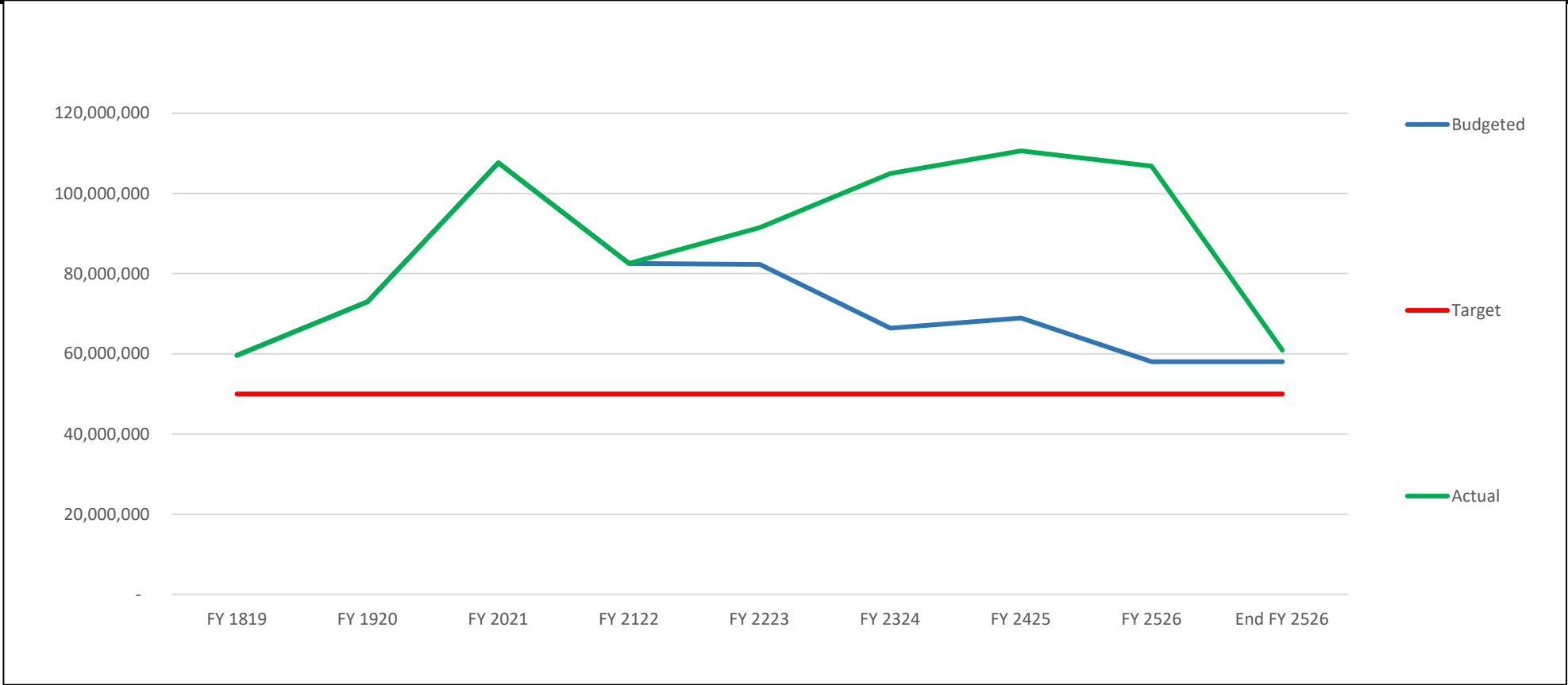
Date: _____

City of Douglas

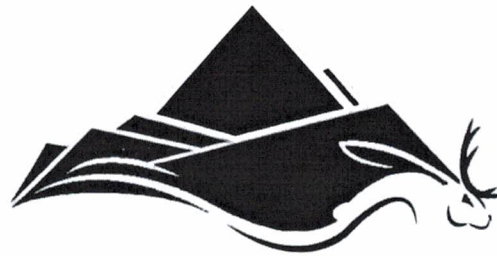
Overall Reserves & Targets

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 December 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	106,793,056	60,873,856
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 **December 31, 2025**

FUND	Fund #	BALANCE AT BEGINNING OF MONTH	CASH RECEIPTS FOR PERIOD	CASH DISBURSEMENTS FOR PERIOD	TRANSFERS AND ADJUSTMENTS	BALANCE AT December 31, 2025
GOVERNMENTAL FUNDS						
GENERAL	10	\$ 34,516,169.44	\$ 1,610,670.02	\$ 833,516.13		\$ 35,293,323.33
SPECIAL REVENUE FUNDS						
-IMPACT ASSISTANCE	11	2,162,957.31	8,106.20	-		2,171,063.51
-POLICE SPECIAL PROJECTS	13	(15,945.32)	1,181.25	683.67		(15,447.74)
TOTAL SPECIAL REVENUE FUNDS		\$ 2,147,011.99	\$ 9,287.45	\$ 683.67	\$ -	\$ 2,155,615.77
TOTAL GOVERNMENTAL		\$ 36,663,181.43	\$ 1,619,957.47	\$ 834,199.80	\$ -	\$ 37,448,939.10
PROPRIETARY FUNDS						
ENTERPRISE FUNDS						
- WATER	31	13,272,730.84	288,612.34	543,869.80		13,017,473.38
-SEWER	32	4,655,246.01	127,218.28	1,001,500.59		3,780,963.70
-SANITATION	33	1,337,881.89	144,160.25	138,626.44		1,343,415.70
-LANDFILL	34	2,032,300.59	107,721.21	121,634.71		2,018,387.09
TOTAL ENTERPRISE		\$ 21,298,159.33	\$ 667,712.08	\$ 1,805,631.54	\$ -	\$ 20,160,239.87
INTERNAL SERVICE FUNDS						
- EMPLOYEE HEALTH CARE	39	-493,653.12	241,644.97	280,132.29		(532,140.44)
TOTAL PROPRIETARY		\$ 20,804,506.21	\$ 909,357.05	\$ 2,085,763.83	\$ -	\$ 19,628,099.43
CAPITAL PROJECT FUNDS						
-CAPITAL IMPROVEMENT RESERVE	40	391,221.20	133.12	-		391,354.32
-ECONOMIC DEVELOPMENT	41	2,212,881.67	8,061.22	3,750.00		2,217,192.89
-BROWNFIELD GRANT	42	0.00	-	-		(0.00)
-CAPITAL EQUIPMENT RESERVE	47	2,034,663.33	10,202.69	19,846.40		2,025,019.62
-FIRE EQUIPMENT	50	548,252.53	693.50	-		548,946.03
-CLG - PROJECTS	53	7,321.66	-	-		7,321.66
-TRAIN CAR RESTORATION	54	66,753.90	-	1,965.00		64,788.90
-POOL IMPROVEMENTS	55	1,178,337.25	10,956.26	2,305.00		1,186,988.51
-STREET IMPROVEMENTS	56	13,885,752.26	3,253,387.84	3,177,010.68		13,962,129.42
-PUBLIC FACILITIES	57	25,013,654.55	2,252,454.73	2,816,876.40		24,449,232.88
-PARK IMPROVEMENTS	65	3,656,540.41	20,402.92	262.88		3,676,680.45
TOTAL CAPITAL PROJECT		\$ 48,995,378.76	\$ 5,556,292.28	\$ 6,022,016.36	\$ -	\$ 48,529,654.68
TRUST AND AGENCY FUNDS						
-PERPETUAL CARE FUND	90	200,949.11	1,243.88	-		202,192.99
-VISIBLE MEMORIALS FUND	91	15.99	0.02	-		16.01
- HISTORIC PRESERVATION	92	23,181.11	25.75	-		23,206.86
- ARTS & CULTURE BOARD	93	1,677.38	-	(1.86)		1,679.24
-UTILITY DEPOSITS	96	104,126.61	1,128.80	243.92		105,011.49
-DEFERRED COMP PAYABLE	97	39.61	-	-		39.61
TOTAL TRUST AND AGENCY		\$ 329,989.81	\$ 2,398.45	\$ 242.06	\$ -	\$ 332,146.20
TOTAL ALL FUNDS		\$ 106,793,056.21	\$ 8,088,005.25	\$ 8,942,222.05	\$ -	\$ 105,938,839.41

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	\$ 18,695,445.09
Cash and Investments at Points West Community Bank	5,891,413.74
Cash and Investments at Converse County Bank.....	59,559,575.89
Securities, Security Pools, and Interfund Advances.....	21,791,829.69
Total	\$ 105,938,839.41

Mary Nicol
Mary Nicol, Treasurer

December 31, 2025

CASH AND INVESTMENT SUMMARY
CITY OF DOUGLAS
December 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>
<u>GOVERNMENTAL FUNDS</u>						
GENERAL	10	\$ 9,330,002.85	603,248.84	\$ 10,223,102.33	\$ 15,136,969.31	\$ 35,293,323.33
SPECIAL REVENUE FUNDS						
-IMPACT ASSISTANCE	11	23,887.23	1,991,595.13	155,581.15	-	2,171,063.51
-POLICE SPECIAL PROJECTS	13	(15,447.74)		-	-	(15,447.74)
TOTAL SPECIAL REVENUE		8,439.49	1,991,595.13	155,581.15	-	2,155,615.77
		-		-	-	-
TOTAL GOVERNMENTAL		9,338,442.34	2,594,843.97	10,378,683.48	15,136,969.31	37,448,939.10
<u>PROPRIETARY FUNDS</u>						
ENTERPRISE FUNDS						
- WATER	31	1,189,763.23	127,307.81	7,182,373.56	4,518,028.78	13,017,473.38
-SEWER	32	779,388.22	127,307.80	1,505,475.91	1,368,791.77	3,780,963.70
-SANITATION	33	663,927.02		679,488.68		1,343,415.70
-LANDFILL	34	419,648.73		1,598,738.36		2,018,387.09
TOTAL ENTERPRISE		3,052,727.20	254,615.61	10,966,076.51	5,886,820.55	20,160,239.87
INTERNAL SERVICE FUNDS						
- EMPLOYEE HEALTH CARE	39	(532,140.44)		-	-	(532,140.44)
TOTAL PROPRIETARY		2,520,586.76	254,615.61	10,966,076.51	5,886,820.55	19,628,099.43
<u>CAPITAL PROJECT FUNDS</u>						
-CAPITAL IMPROVEMENT RESERVE	40	119,992.76		271,361.56		391,354.32
-ECONOMIC DEVELOPMENT	41	23,318.59	1,991,595.12	202,279.18		2,217,192.89
-BROWNFIELD GRANT	42					-
-CAPITAL EQUIPMENT RESERVE	47	1,476,643.70	286,529.18	261,846.74		2,025,019.62
-FIRE EQUIPMENT	50	74,661.94		474,284.09		548,946.03
-CLG - PROJECTS	53	7,321.66				7,321.66
-TRAIN CAR RESTORATION	54	64,788.90				64,788.90
-POOL IMPROVEMENTS	55	(127,114.03)		1,314,102.54		1,186,988.51
-STREET IMPROVEMENTS	56	(1,046,920.36)		15,009,049.78		13,962,129.42
-PUBLIC FACILITIES	57	(2,654,900.30)	5,711,738.88	21,392,394.30		24,449,232.88
-PARK IMPROVEMENTS	65	86,210.75		2,945,091.61	645,378.09	3,676,680.45
TOTAL CAPITAL PROJECT		(1,975,996.39)	7,989,863.18	41,870,409.80	645,378.09	48,529,654.68
<u>TRUST AND AGENCY FUNDS</u>						
-PERPETUAL CARE FUND	90	10,520.97		69,010.28	122,661.74	202,192.99
-VISIBLE MEMORIALS FUND	91	16.01		-		16.01
- HISTORIC PRESERVATION	92	23,206.86		-		23,206.86
- ARTS & CULTURE BOARD	93	1,679.24				1,679.24
-UTILITY DEPOSITS	96	7,145.61		97,865.88		105,011.49
-DEFERRED COMP PAYABLE	97	39.61				39.61
TOTAL TRUST AND AGENCY		42,608.30		166,876.16	122,661.74	332,146.20
TOTAL ALL FUNDS		\$ 9,925,641.01	\$ 10,839,322.76	\$ 63,382,045.95	\$ 21,791,829.69	\$ 105,938,839.41

CITY OF DOUGLAS
POOLED TIME DEPOSITS and MONEY MARKET ACCOUNT SUMMARY AND ALLOCATION
 December 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	5,817,016.01	4,944,463.60							
	-								
TDOA #1291 - \$1,124,582.87 - 4.10% APY MATURES 2/28/2029 - 60 Months	1,207,829.20	434,818.42				301,957.32	301,957.32		
TDOA #1301 - \$2,141,379.95 - 4.30% APY MATURES 6/25/2026 - 12 Months	2,187,794.57	1,151,470.85	155,581.15	57,131.58	35,816.47				
TDOA #1294 - \$5,566,503.86 - 3.80% APY MATURES 8/28/2027 - 36 Months	5,837,774.05	83,603.68		875,666.10	-		291,888.71		
TDOA #1296 - \$6,500,000 - 3.50% APY MATURES 9/26/2027 - 36 Months	7,512,683.13	182,959.72		288,970.25	29,918.73				
TDOA #1299 - \$21,000,228.24 - 4.06% MATURES 12/5/2027 - 36 Months	21,852,921.37	603,676.87		4,916,907.31		273,161.52	169,933.68		
	-								
TDOA #1298 - \$5,000,000 - 4.30% MATURES 11/18/2029 - 60 Months	5,218,491.55	506,756.61		1,043,698.32	1,439,740.71	104,369.84	834,958.65	-	271,361.56
	-								
TOTAL - CONVERSE CO BANK	\$ 49,634,509.88	\$ 7,907,749.75	\$ 155,581.15	\$ 7,182,373.56	\$ 1,505,475.91	\$679,488.68	\$ 1,598,738.36	\$ -	\$271,361.56
FIRST NORTHERN BANK									
CD #101016574 - \$1,000,000 - 4.25% MATURES 3/1/2029 - 60 Months	1,077,225.27								
CD #101027001 - \$5,000,000 - 3.76% MATURES 12/15/2026 - 12 Months	5,000,000.00								
CD #101018802 - \$1,900,000 - 4.75% MATURES 6/25/2026 - 12 Months	2,033,512.67	\$ 2,033,512.67							
Total - First Northern Bank	\$ 8,110,737.94	\$ 2,033,512.67	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
POINTS WEST COMMUNITY BANK									
CD #40020351 - \$5,466,893.77 - 4.18% MATURES - 2/27/2026 - 12 months	\$ 5,636,798.13	281,839.91							
TOTAL - POINTS WEST	\$ 5,636,798.13	\$ 281,839.91	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL CD's/TDOA's	\$ 63,382,045.95	\$ 10,223,102.33	\$ 155,581.15	\$ 7,182,373.56	\$ 1,505,475.91	\$679,488.68	\$ 1,598,738.36	\$ -	\$271,361.56

Money Market Accounts									
FIRST NORTHERN BANK									
MMA #1160046429 - \$10,443,777.80	10,584,707.15	603,248.84	1,991,595.13						
TOTAL - FIRST NORTHERN BANK	\$ 10,584,707.15	603,248.84	1,991,595.13	0.00	0.00	0.00	0.00	0.00	0.00
POINTS WEST COMMUNITY BANK									
MMA #400101192 - \$200,000	254,615.61	0.00		127,307.81	127,307.80				
TOTAL - POINTS WEST	\$ 254,615.61	0.00	0.00	127,307.81	127,307.80	0.00	0.00	0.00	0.00
TOTAL MMA's	\$ 10,839,322.76	603,248.84	1,991,595.13	127,307.81	127,307.80	0.00	0.00	0.00	0.00
GRAND TOTAL	\$ 74,221,368.71	\$ 10,826,351.17	\$2,147,176.28	\$ 7,309,681.37	\$ 1,632,783.71	\$679,488.68	\$ 1,598,738.36	\$ -	\$271,361.56

CITY OF DOUGLAS
POOLED TIME DEPOSITS and MONEY MARKET ACCOUNT SUMMARY AND ALLOCATION
 December 31, 2025

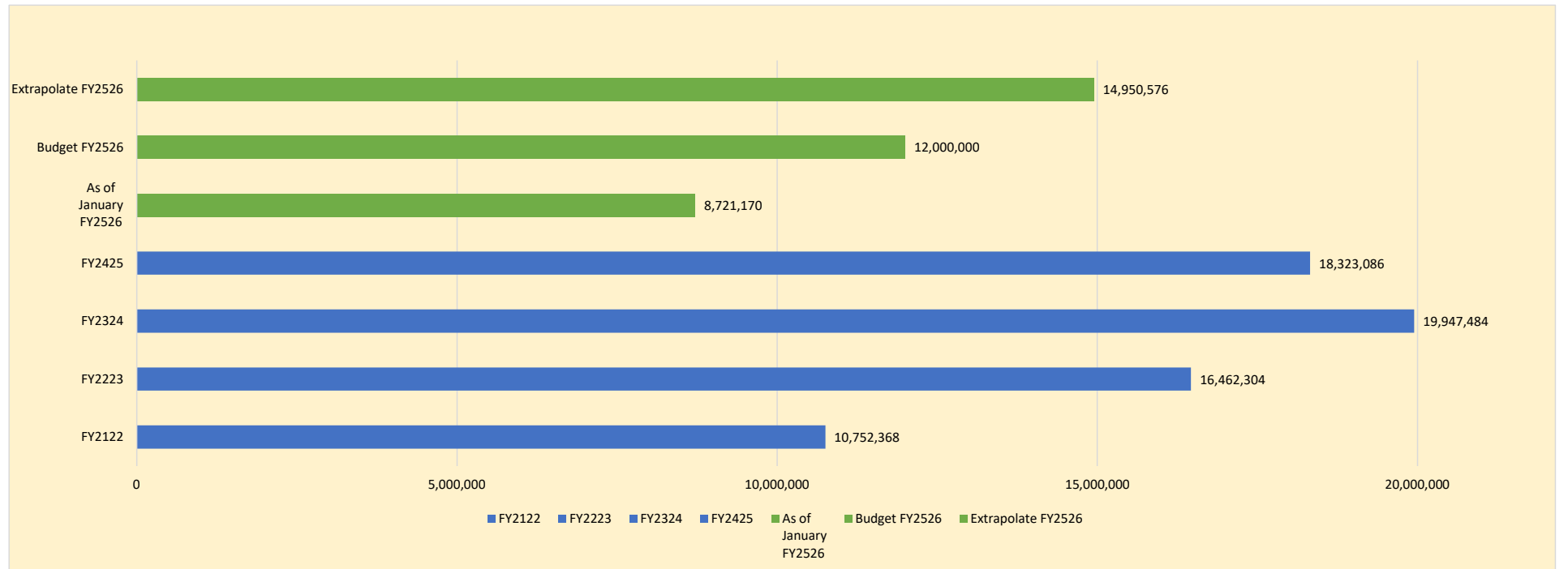
CD's/TDOA's	41 Economic Development	47 Cap. Equip. Reserve	50 Cap. Fire Equip. Reserve	55 Pool Improvements	56 Cap. Street Imp. Reserve	57 Cap. Public Fac. Imp. Reserve	65 Cap. Park Imp. Reserve	90 Perpetual Care Fund	96 Utility Dep. Fund
CONVERSE COUNTY BANK									
TDOA #1290 - \$5,367,075.58 - 4.04%APY MATURES 12/18/2028 - 60 Months 0 0					872,552.41				
TDOA #1291 - \$1,124,582.87 - 4.10% APY MATURES 2/28/2029 - 60 Months				120,782.94				18117.45	30195.75
TDOA #1301 - \$2,141,379.95 - 4.30% APY MATURES 6/25/2026 - 12 Months			56,804.77	212,385.92		518,603.83			
TDOA #1294 - \$5,566,503.86 - 3.80% APY MATURES 8/28/2027 - 36 Months						4,586,615.56			
TDOA #1296- \$6,500,000 - 3.50% APY MATURES 9/26/2027 - 36 Months	202,279.18	261,846.74		980,933.68	2,158,409.34	2,267,508.02	1,047,386.98	40,455.84	52,014.65
TDOA #1299 - \$21,000,228.24 - 4.06% MATURES 12/5/2027 - 36 Months 0					5,463,230.35	10,426,011.64			
TDOA #1298 - \$5,000,000 - 4.30% MATURES 11/18/2029 - 60 Months 0			417,479.32		5,419.18	516,429.98	52,184.91	10,436.99	15,655.48
TOTAL - CONVERSE CO BANK	\$ 202,279.18	\$ 261,846.74	\$ 474,284.09	\$1,314,102.54	\$ 8,499,611.28	\$18,315,169.03	\$1,099,571.89	\$ 69,010.28	\$ 97,865.88
FIRST NORTHERN BANK									
CD #101016574 - \$1,000,000 - 4.25% MATURES 3/1/2029 - 60 Months						\$ 1,077,225.27			
CD #101027001 - \$5,000,000 - 3.76% MATURES 12/15/2026 - 12 Months					\$ 2,000,000.00	\$ 2,000,000.00	\$1,000,000.00		
CD #101018802 - \$1,900,000 - 4.75% MATURES 6/25/2026 - 12 Months									
	\$ -	\$ -	\$ -	\$ -	\$ 2,000,000.00	\$ 3,077,225.27	\$1,000,000.00	\$ -	\$ -
POINTS WEST COMMUNITY BANK									
CD #40020351 - \$5,466,893.77 - 4.18% MATURES - 2/27/2026 - 12 months					4,509,438.50		845,519.72		
TOTAL - POINTS WEST	\$ -	\$ -	\$ -	\$ -	\$ 4,509,438.50	\$ -	\$ 845,519.72	\$ -	\$ -
TOTAL CD's/TDOA's	\$ 202,279.18	\$ 261,846.74	\$ 474,284.09	\$1,314,102.54	\$ 15,009,049.78	\$21,392,394.30	\$2,945,091.61	\$ 69,010.28	\$ 97,865.88

Money Market Accounts									
	1,991,595.12	286,529.18				5,711,738.88			
	1,991,595.12	286,529.18	0.00	0.00	0.00	5,711,738.88	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	1,991,595.12	286,529.18	0.00	0.00	0.00	5,711,738.88	0.00	0.00	0.00
GRAND TOTAL	\$ 2,193,874.30	\$ 548,375.92	\$ 474,284.09	\$1,314,102.54	\$ 15,009,049.78	\$27,104,133.18	\$2,945,091.61	\$ 69,010.28	\$ 97,865.88

CITY OF DOUGLAS
SECURITY POOLS SUMMARY AND ALLOCATION
December 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	\$ 568,333.58	\$ 445,671.84		\$ -	\$ -	\$ 122,661.74
Wyo. Government Investment Fund - WG	273,740.64	-		273,740.64	-	-
Peak Investments	11,257,270.70	4,998,812.68	4,518,028.80	1,095,051.14	645,378.07	
WyoClass	9,692,484.76	9,692,484.76				
TOTAL	\$ 21,791,829.68	\$ 15,136,969.31	\$ 4,518,028.78	\$ 1,368,791.77	\$ 645,378.09	\$ 122,661.74

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 2526 Variance	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	1,114,838	9.29%	1,105,173	9,664	961,552	1,000,000	114,838	774,194
November	8.74%	944,700	1,539,437	1,521,004	1,685,775	1,329,157	11.08%	1,048,877	280,280	1,241,831	1,000,000	329,157	1,103,351
December	8.11%	858,551	1,272,109	1,499,682	1,685,090	1,154,290	9.62%	972,806	181,484	1,423,315	1,000,000	154,290	1,257,641
January	8.54%	839,002	1,210,210	1,914,457	1,722,773	1,463,529	12.20%	1,024,621	438,908	1,862,223	1,000,000	463,529	1,721,170
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	8,721,170	72.68%	12,000,000	1,862,223	7,713,009	12,000,000	1,721,170	6,517,583
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	1,245,881							

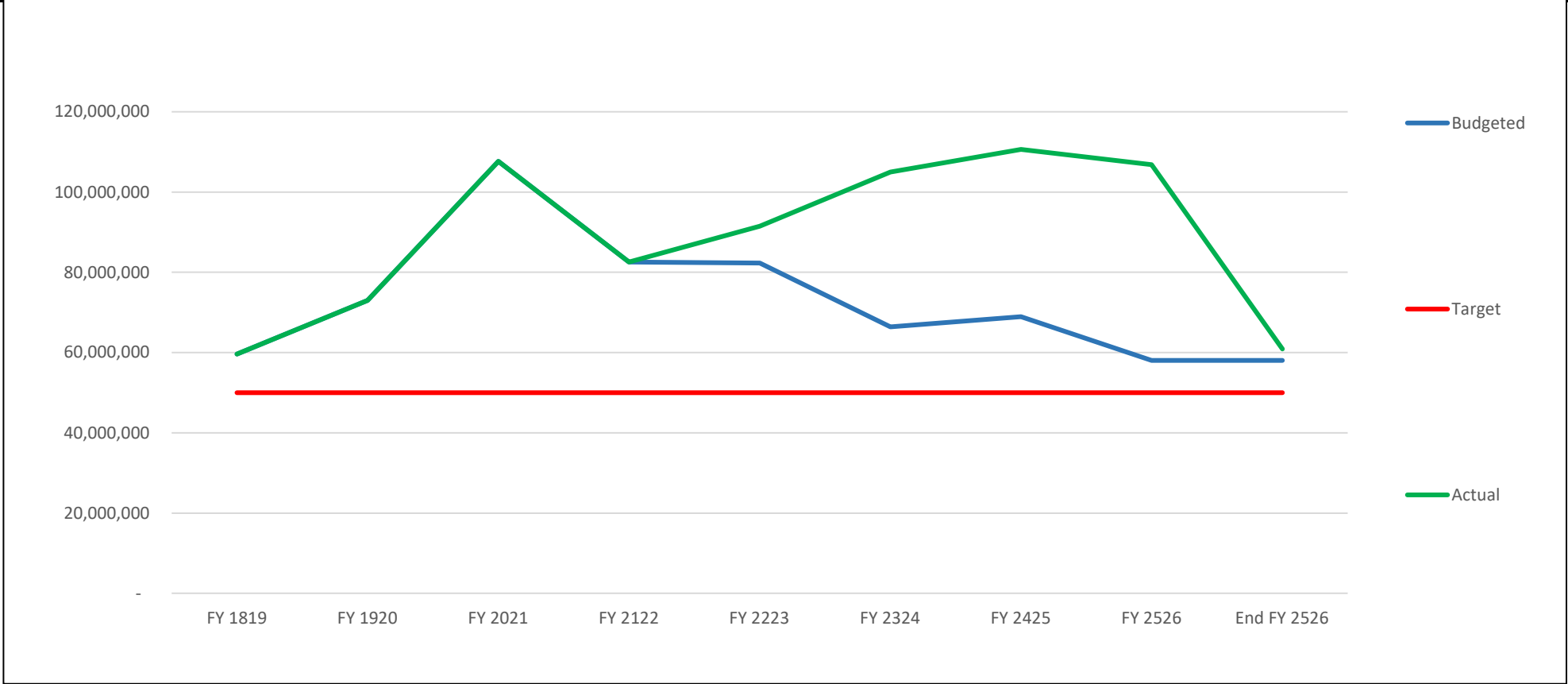


City of Douglas

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 December 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	106,793,056	60,873,856
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



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	19	40
10-5100-1023	EMPLOYEE BENEFITS - HEALTH INS	7,053	6,000
10-5100-1025	EMPLOYEE BENEFITS - WRKRS COMP	3	15
10-5100-1032	EMPLOYEE BENEFITS - MDCL SRVC	209	3,000
10-5100-2101	POSTAGE/FREIGHT	3,087	7,500
10-5100-2115	PUBLISHING/ADVERTISING	22,688	65,400
10-5100-2120	DUES/MEMBERSHIPS/SUBSCRIPTIONS	8,721	200
10-5100-2122	TRAINING/DEVELOPMENT	0	20,000
10-5100-2123	MEALS/LODGING/TRAVEL	1,812	4,050
10-5100-2131	UTILITY SERVICES - ELECTRICITY	45,914	85,000
10-5100-2132	UTILITY SERVICES - WTR/SWR/GRB	2,383	3,000
10-5100-2133	UTILITY SERVICES - NATURAL GAS	695	3,500
10-5100-2134	TELECOMMUNICATIONS	6,589	13,250
10-5100-2141	EQUIPMENT - RENT	526	700
10-5100-2151	LEGAL	18,370	47,000
10-5100-2152	ACCOUNTING/AUDITING	58,900	75,000
10-5100-2155	REPAIRS/MAINTENANCE	5,313	26,700
10-5100-2156	MAINTENANCE AGREEMENT	2,289	7,080
10-5100-2157	INSURANCE	2,726	120,750
10-5100-2158	MISC CONTRACTUAL SERVICES	72,725	118,834
10-5100-2166	COLLECTION FEES	99	75
10-5100-2175	REFUNDS/REIMBURSEMENT EXPENSE	3,025	600
10-5100-3201	OFFICE SUPPLIES	5,971	15,000
10-5100-3210	OPERATING SUPPLIES	11,218	35,000
10-5100-3220	EQUIPMENT/TOOLS-NON CAPITALIZE	3,219	19,164
10-5100-3230	REFRESHMENT SUPPLIES	1,348	7,500
10-5100-3235	FUEL	831	1,500
10-5100-7601	CLAIMS AGAINST CITY	0	5,000
10-5100-7606	UNEMPLOYMENT CLAIMS	4,316	2,500
Total GENERAL GOVT - NON DEPARTMENTL:		290,046	693,358
GENERAL GOVT - CITY COUNCIL			
10-5101-1001	SALARIES/WAGES - REGULAR	16,500	33,000
10-5101-1021	EMPLOYEE BENEFITS - SCL SCRTY	1,262	2,525
10-5101-1025	EMPLOYEE BENEFITS - WRKRS COMP	159	365

Account Number	Account Title	2025-26 Current year Actual	2025-26 Current year Budget
10-5101-2120	DUES/MEMBERSHIPS/SUBSCRIPTIONS	0	8,550
10-5101-2122	TRAINING/DEVELOPMENT	580	7,500
10-5101-2123	MEALS/LODGING/TRAVEL	686	6,000
10-5101-3210	OPERATING SUPPLIES	0	500
Total GENERAL GOVT - CITY COUNCIL:		19,186	58,440

GENERAL GOVT - CITY MANAGER

10-5102-1001	SALARIES/WAGES - REGULAR	81,545	141,750
10-5102-1005	SALARIES/WAGES - LONGEVITY	87	87
10-5102-1006	SALARIES/WAGES - ALLOWANCES	600	1,200
10-5102-1021	EMPLOYEE BENEFITS - SCL SCRTY	6,291	10,942
10-5102-1023	EMPLOYEE BENEFITS - HEALTH INS	18,440	37,190
10-5102-1025	EMPLOYEE BENEFITS - WRKRS COMP	1,612	3,218
10-5102-1029	EMPLOYEE BENEFITS - WY RTRMNT	14,253	26,394
10-5102-2120	DUES/MEMBERSHIPS/SUBSCRIPTIONS	100	1,700
10-5102-2122	TRAINING/DEVELOPMENT	648	2,550
10-5102-2123	MEALS/LODGING/TRAVEL	2,343	5,050
10-5102-2134	TELECOMMUNICATIONS	283	0
Total GENERAL GOVT - CITY MANAGER:		126,201	230,081

GENERAL GOVT - IT

10-5103-2120	DUES/MEMBERSHIPS/SUBSCRIPTIONS	4,545	7,570
10-5103-2155	REPAIRS/MAINTENANCE	0	6,800
10-5103-2156	MAINTENANCE AGREEMENT	39,856	136,725
10-5103-2158	MISC CONTRACTUAL SERVICES	118,516	284,771
10-5103-3210	OPERATING SUPPLIES	0	2,400
10-5103-3220	EQUIPMENT/TOOLS-NON CAPITALIZE	22,499	455,150
Total GENERAL GOVT - IT:		185,417	893,416

GENERAL GOVT - FINANCE

10-5104-1001	SALARIES/WAGES - REGULAR	124,087	249,744
10-5104-1002	SALARIES/WAGES - OVERTIME	0	1,500
10-5104-1005	SALARIES/WAGES - LONGEVITY	1,299	1,299
10-5104-1006	SALARIES/WAGES - ALLOWANCES	450	0
10-5104-1021	EMPLOYEE BENEFITS - SCL SCRTY	9,959	20,057

Account Number	Account Title	2025-26 Current year Actual	2025-26 Current year Budget
10-5104-1023	EMPLOYEE BENEFITS - HEALTH INS	54,697	109,693
10-5104-1025	EMPLOYEE BENEFITS - WRKRS COMP	2,466	5,702
10-5104-1026	EMPLOYEE BENEFITS - DFRRD COMP	4,350	8,745
10-5104-1029	EMPLOYEE BENEFITS - WY RTMT	23,105	46,782
10-5104-2120	DUES/MEMBERSHIPS/SUBSCRIPTIONS	75	1,600
10-5104-2122	TRAINING/DEVELOPMENT	0	3,900
10-5104-2123	MEALS/LODGING/TRAVEL	0	2,500
10-5104-3210	OPERATING SUPPLIES	250	250
10-5104-3220	SMALL TOOLS & EQUIPMENT	0	1,500
Total GENERAL GOVT - FINANCE:		220,739	453,272

GENERAL GOVT - MUNICIPAL COURT

10-5105-1001	SALARIES/WAGES - REGULAR	30,550	61,625
10-5105-1005	SALARIES/WAGES - LONGEVITY	535	535
10-5105-1021	EMPLOYEE BENEFITS - SCL SCRTY	2,446	4,893
10-5105-1023	EMPLOYEE BENEFITS - HEALTH INS	4,617	9,232
10-5105-1025	EMPLOYEE BENEFITS - WRKRS COMP	609	6,972
10-5105-1026	EMPLOYEE BENEFITS - DFRRD COMP	890	9,573
10-5105-1029	EMPLOYEE BENEFITS - WY RTRMNT	4,143	8,394
10-5105-2120	DUES/MEMBERSHIPS/SUBSCRIPTIONS	0	270
10-5105-2122	TRAINING/DEVELOPMENT	0	420
10-5105-2123	MEALS/LODGING/TRAVEL	0	540
10-5105-2151	LEGAL	13,314	28,000
10-5105-2156	MAINTENANCE AGREEMENT	0	2,580
10-5105-2166	COLLECTION FEES	0	500
10-5105-2175	REFUNDS/REIMBURSEMENT EXPENSE	0	250
10-5105-3210	OPERATING SUPPLIES	434	500
10-5105-3233	UNIFORMS/CARE	0	150
Total GENERAL GOVT - MUNICIPAL COURT:		57,537	134,434

GENERAL GOVT - PLANNING/DVPM

10-5106-1001	SALARIES/WAGES - REGULAR	154,151	307,841
10-5106-1005	SALARIES/WAGES - LONGEVITY	1,136	1,136
10-5106-1006	SALARIES/WAGES - ALLOWANCES	450	900
10-5106-1021	EMPLOYEE BENEFITS - SCL SCRTY	12,257	24,438
10-5106-1023	EMPLOYEE BENEFITS - HEALTH INS	12,693	49,644

Account Number	Account Title	2025-26 Current year Actual	2025-26 Current year Budget
10-5106-1025	EMPLOYEE BENEFITS - WRKRS COMP	3,053	6,972
10-5106-1026	EMPLOYEE BENEFITS - DFRRD COMP	4,730	9,573
10-5106-1029	EMPLOYEE BENEFITS - WY RTRMNT	23,973	47,747
10-5106-2120	DUES/MEMBERSHIPS/SUBSCRIPTIONS	717	1,880
10-5106-2122	TRAINING/DEVELOPMENT	575	3,535
10-5106-2123	MEALS/LODGING/TRAVEL	837	4,894
10-5106-2134	TELECOMMUNICATIONS	1,044	3,650
10-5106-2153	ARCHITECT/ENGINEERING/SURVEY	2,093	10,000
10-5106-2155	REPAIRS/MAINTENANCE	0	1,000
10-5106-2156	MAINTENANCE AGREEMENT	680	2,200
10-5106-2158	MISC CONTRACTUAL SERVICES	5,492	10,000
10-5106-2175	REFUNDS/REIMBURSEMENT EXPENSE	119	750
10-5106-3210	OPERATING SUPPLIES	4,093	4,975
10-5106-3220	EQUIPMENT/TOOLS-NON CAPITALIZE	1,145	1,000
10-5106-3235	FUEL	291	2,000
Total GENERAL GOVT - PLANNING/DVPMT:		229,529	494,135

GENERAL GOVT - HUMAN RESOURCES

10-5107-1001	SALARIES/WAGES - REGULAR	37,380	101,497
10-5107-1006	SALARIES/WAGES - ALLOWANCES	225	0
10-5107-1021	EMPLOYEE BENEFITS - SCL SCRTY	2,877	7,765
10-5107-1023	EMPLOYEE BENEFITS - HEALTH INS	218	12,866
10-5107-1025	EMPLOYEE BENEFITS - WRKRS COMP	737	2,284
10-5107-1029	EMPLOYEE BENEFITS - WY RTRMNT	6,622	18,899
10-5107-2120	DUES,MEMBERSHIPS,SUBSCRIPTIONS	0	659
10-5107-2122	TRAINING/DEVELOPMENT	746	1,500
10-5107-2123	MEALS/LODGING/TRAVEL	220	500
10-5107-3210	OPERATING SUPPLIES	32	0
10-5107-3220	SMALL TOOLS & EQUIPMENT	237	0
Total GENERAL GOVT - HUMAN RESOURCES:		49,294	145,970

GENERAL GOVT - CITY CLERK

10-5109-1001	SALARIES/WAGES - REGULAR	45,875	121,351
10-5109-1002	SLARIES/WAGES - OVERTIME	0	3,800
10-5109-1005	SALRIES/WAGES - LONGEVITY	116	116
10-5109-1021	EMPLOYEE BENEFITS - SCL SCRTY	3,518	9,583

Account Number	Account Title	2025-26 Current year Actual	2025-26 Current year Budget
10-5109-1023	EMPLOYEE BENEFITS - HEALTH INS	24,217	72,624
10-5109-1025	EMPLOYEE BENEFITS - WRKRS COMP	901	2,819
10-5109-1029	EMPLOYEE BENEFITS - WY RTRMNT	8,542	22,596
10-5109-2120	DUES/MEMBERSHIPS/SUBSCRIPTIONS	405	1,630
10-5109-2122	TRAINING/DEVELOPMENT	1,754	6,805
10-5109-2123	MEALS/LODGING/TRAVEL	0	3,375
10-5109-2134	TELECOMMUNICATIONS	0	600
10-5109-2158	MISC CONTRACTUAL SERVICES	945	1,089
10-5109-3210	OPERATING SUPPLIES	531	2,600
10-5109-3220	EQUIPMENT/TOOLS-NON CAPITALIZE	740	2,400

Total GENERAL GOVT - CITY CLERK:

87,544

251,388

COMMUNITY SERVICE CONTRACTS

10-5110-8702	COMM SERV-CNTRCT-COMM CLUB/GE	37,500	75,000
10-5110-8703	COMM SERV-CNTRCT-YOUTH RCREAT	0	35,000
10-5110-8705	COMM SERV-CNTRCT-HIGH COUNTRY	7,500	30,000
10-5110-8707	COMM SERV-CNTRCT-CHLD/FMLY DVL	2,083	5,000
10-5110-8709	COMM SERV-CNTRCT-YOUTH DVLPMN	10,000	20,000
10-5110-8714	COMM SERV-CNTRCT-THE ENTERPRIS	45,833	110,000
10-5110-8723	COMM SERV-CNTRCT-DGLS HOCKEY	0	40,000
10-5110-8730	COMM SERV-CNTRCT-GATHERING INC	7,224	40,000
10-5110-8734	COMM SERV-CNTRC-LARAMIE PEAK	57,300	120,000
10-5110-8746	COMM SERV-CNTRCT-BOYS & GIRLS	14,583	35,000
10-5110-8748	COMM SERV-CNTRCT-MAIN ST-DOUGL	10,175	28,000
10-5110-8750	COMM SERV-CNTRCT-CHLDRNS ADVO	2,000	8,000
10-5110-8753	COMM SERV-CNTRCT-COMM SRVC BL	0	7,500
10-5110-8755	COMM SERV-CNTRCT-HELPING HAND	0	8,100
10-5110-8759	COMM SRVC CNTRCT-HOPE CENTER	7,734	15,000
10-5110-8763	COMM SRVC CNTRCT-OUTDR ENTHST	25,000	25,000
10-5110-8766	COMM SRVC CNTRCT-SAVING GRACE	0	14,800
10-5110-8767	COMM SRVC CNTRCT-WY STATE FAIR	5,000	770,000
10-5110-8768	COMM SRVC CNTRCT-AMERICAN LEGI	13,890	20,000

Total COMMUNITY SERVICE CONTRACTS:

245,823

1,406,400

PUBLIC SERVICE CONTRACTS

10-5111-8744	COMM SERV-CNTRCT-FIRE SPPRSN	218,372	627,000
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Account Number	Account Title	2025-26 Current year Actual	2025-26 Current year Budget
10-5111-8760	COMM SRVC CNTRCT-JOINT JUSTICE	405,927	1,100,000
Total PUBLIC SERVICE CONTRACTS:		624,298	1,727,000

POLICE DEPT - ADMINISTRATION

10-5201-1001	SALARIES/WAGES - REGULAR	94,515	193,532
10-5201-1002	SALARIES/WAGES - OVERTIME	209	250
10-5201-1005	SALARIES/WAGES - LONGEVITY	398	398
10-5201-1006	SALARIES/WAGES - ALLOWANCES	450	900
10-5201-1021	EMPLOYEE BENEFITS - SCL SCRTY	7,334	14,970
10-5201-1023	EMPLOYEE BENEFITS - HEALTH INS	25,907	52,403
10-5201-1025	EMPLOYEE BENEFITS - WRKRS COMP	2,075	4,681
10-5201-1026	EMPLOYEE BENEFITS - DFRRD COMP	297	600
10-5201-1029	EMPLOYEE BENEFITS - WY RTRMNT	17,638	35,859
10-5201-2120	DUES/MEMBERSHIPS/SUBSCRIPTIONS	0	655
10-5201-2122	TRAINING/DEVELOPMENT	545	1,570
10-5201-2123	MEALS/LODGING/TRAVEL	1,841	2,310
10-5201-2131	UTILITY SERVICES - ELECTRICITY	955	2,000
10-5201-2133	UTILITY SERVICES - NATURAL GAS	0	3,500
10-5201-2134	TELECOMMUNICATIONS	240	481
10-5201-2155	REPAIRS/MAINTENANCE	0	2,800
10-5201-2156	MAINTENANCE AGREEMENT	749	1,200
10-5201-2158	MISC CONTRACTUAL SERVICES	400	5,050
10-5201-2161	INCARCERATION CONTRACT	758	2,500
10-5201-3210	OPERATING SUPPLIES	463	6,100
10-5201-3233	UNIFORMS/CARE	0	500
10-5201-3235	FUEL	456	900
Total POLICE DEPT - ADMINISTRATION:		155,226	333,159

POLICE DEPT - PATROL

10-5202-1001	SALARIES/WAGES - REGULAR	736,510	1,618,191
10-5202-1002	SALARIES/WAGES - OVERTIME	43,720	65,000
10-5202-1005	SALARIES/WAGES - LONGEVITY	3,077	3,077
10-5202-1006	SALARIES/WAGES - ALLOWANCES	300	600
10-5202-1021	EMPLOYEE BENEFITS - SCL SCRTY	60,259	129,762
10-5202-1023	EMPLOYEE BENEFITS - HEALTH INS	285,287	649,454
10-5202-1025	EMPLOYEE BENEFITS - WRKRS COMP	15,359	37,955

Account Number	Account Title	2025-26 Current year Actual	2025-26 Current year Budget
10-5202-1026	EMPLOYEE BENEFITS - DFRRD COMP	4,606	9,372
10-5202-1029	EMPLOYEE BENEFITS - WY RTRMNT	145,635	312,123
10-5202-2120	DUES/MEMBERSHIPS/SUBSCRIPTIONS	115	1,494
10-5202-2122	TRAINING/DEVELOPMENT	7,736	16,736
10-5202-2123	MEALS/LODGING/TRAVEL	12,172	17,888
10-5202-2134	TELECOMMUNICATIONS	9,574	20,378
10-5202-2155	REPAIRS/MAINTENANCE	1,829	22,000
10-5202-2156	MAINTENANCE AGREEMENT	16,866	41,775
10-5202-2158	MISC CONTRACTUAL SERVICES	157	2,500
10-5202-3201	OFFICE SUPPLIES	0	500
10-5202-3210	OPERATING SUPPLIES	25,336	44,000
10-5202-3220	EQUIPMENT/TOOLS-NON CAPITALIZE	15,498	48,829
10-5202-3233	UNIFORMS/CARE	9,529	23,500
10-5202-3235	FUEL	12,164	32,400
Total POLICE DEPT - PATROL:		1,405,729	3,097,534

POLICE DEPT - CRISIS CONTAINME

10-5206-2122	TRAINING/DEVELOPMENT	0	2,686
10-5206-2123	MEALS/LODGING/TRAVEL	0	2,000
10-5206-3210	OPERATING SUPPLIES	3,619	10,000
Total POLICE DEPT - CRISIS CONTAINME:		3,619	14,686

PUBLIC WORKS - ADMINISTRATION

10-5301-1001	SALARIES/WAGES - REGULAR	98,032	255,385
10-5301-1002	SALARIES/WAGES - OVERTIME	0	1,498
10-5301-1005	SALARIES/WAGES - LONGEVITY	1,498	0
10-5301-1006	SALARIES/WAGES - ALLOWANCES	450	900
10-5301-1021	EMPLOYEE BENEFITS - SCL SCRTY	7,678	19,780
10-5301-1023	EMPLOYEE BENEFITS - HEALTH INS	24,567	87,009
10-5301-1025	EMPLOYEE BENEFITS - WRKRS COMP	1,960	5,818
10-5301-1029	EMPLOYEE BENEFITS - WY RTRMNT	18,253	47,553
10-5301-2120	DUES/MEMBERSHIPS/SUBSCRIPTIONS	0	240
10-5301-2122	TRAINING/DEVELOPMENT	0	640
10-5301-2123	MEALS/LODGING/TRAVEL	0	650
10-5301-2131	UTILITY SERVICES - ELECTRICITY	4,066	10,700
10-5301-2132	UTILITY SERVICES - WTR/SWR/GRB	2,479	5,000

Account Number	Account Title	2025-26 Current year Actual	2025-26 Current year Budget
10-5301-2133	UTILITY SERVICES - NATURAL GAS	2,860	10,000
10-5301-2134	TELECOMMUNICATIONS	532	800
10-5301-2153	ARCHITECT/ENGINEERING/SURVEING	0	2,000
10-5301-2155	REPAIRS/MAINTENANCE	0	1,500
10-5301-2156	MAINTENANCE AGREEMENT	248	600
10-5301-3210	OPERATING SUPPLIES	274	4,000
10-5301-3230	REFRESHMENT SUPPLIES	442	1,250
10-5301-3235	FUEL	558	1,500
Total PUBLIC WORKS - ADMINISTRATION:		163,896	456,823

PUBLIC WORKS - SHOP

10-5302-1001	SALARIES/WAGES - REGULAR	121,165	243,356
10-5302-1002	SALARIES/WAGES - OVERTIME	769	500
10-5302-1005	SALARIES/WAGES - LONGEVITY	885	885
10-5302-1006	SALARIES/WAGES-ALLOWANCE	300	600
10-5302-1021	EMPLOYEE BENEFITS - SCL SCRTY	9,448	18,828
10-5302-1023	EMPLOYEE BENEFITS - HEALTH INS	72,628	145,250
10-5302-1025	EMPLOYEE BENEFITS - WRKRS COMP	2,413	5,538
10-5302-1029	EMPLOYEE BENEFITS - WY RTRMNT	22,704	45,406
10-5302-2120	DUES/MEMBERSHIPS/SUBSCRIPTIONS	4,539	6,749
10-5302-2122	TRAINING/DEVELOPMENT	4,095	14,400
10-5302-2123	MEALS/LODGING/TRAVEL	0	1,600
10-5302-2141	EQUIPMENT RENT	0	200
10-5302-2155	REPAIRS/MAINTENANCE	2,075	6,000
10-5302-3210	OPERATING SUPPLIES	15,330	25,000
10-5302-3220	EQUIPMENT/TOOLS-NON CAPITALIZE	8,172	18,500
10-5302-3235	FUEL	1,353	2,500
10-5302-3237	OIL/LUBE/FLUIDS	4,613	16,000
Total PUBLIC WORKS - SHOP:		270,490	551,312

PUBLIC WORKS - PARKS

10-5304-1001	SALARIES/WAGES - REGULAR	159,036	273,016
10-5304-1002	SALARIES/WAGES - OVERTIME	611	5,500
10-5304-1004	SALARIES/WAGES - TEMPORARY	3,462	84,000
10-5304-1005	SALARIES/WAGES - LONGEVITY	1,064	1,064
10-5304-1006	SALARIES/WAGES - ALLOWANCES	150	300

Account Number	Account Title	2025-26 Current year Actual	2025-26 Current year Budget
10-5304-1021	EMPLOYEE BENEFITS - SCL SCRTY	12,586	27,867
10-5304-1023	EMPLOYEE BENEFITS - HEALTH INS	81,695	163,403
10-5304-1025	EMPLOYEE BENEFITS - WRKRS COMP	3,221	8,196
10-5304-1029	EMPLOYEE BENEFITS - WY RTRMNT	25,309	51,860
10-5304-2120	DUES/MEMBERSHIPS/SUBSCRIPTIONS	141	800
10-5304-2122	TRAINING/DEVELOPMENT	410	2,350
10-5304-2123	MEALS/LODGING/TRAVEL	360	500
10-5304-2131	UTILITY SERVICES - ELECTRICITY	7,835	22,000
10-5304-2132	UTILITY SERVICES - WTR/SWR/GRB	60,693	365,000
10-5304-2133	NATURAL GAS, PROPANE	183	500
10-5304-2141	EQUIPMENT - RENT	0	1,000
10-5304-2155	REPAIRS/MAINTENANCE	4,071	5,000
10-5304-2156	MAINTENANCE AGREEMENT	1,494	1,700
10-5304-2158	MISC CONTRACTUAL SERVICES	6,851	211,000
10-5304-3210	OPERATING SUPPLIES	23,067	57,000
10-5304-3220	EQUIPMENT/TOOLS-NON CAPITALIZE	2,400	2,500
10-5304-3235	FUEL	5,292	10,000
Total PUBLIC WORKS - PARKS:		399,930	1,294,556

PUBLIC WORKS - STREETS/ALLEYS

10-5305-1001	SALARIES/WAGES - REGULAR	166,671	334,779
10-5305-1002	SALARIES/WAGES - OVERTIME	2,467	4,000
10-5305-1004	SALARIES/WAGES - TEMPORARY	9,930	16,800
10-5305-1005	SALARIES/WAGES - LONGEVITY	1,267	1,267
10-5305-1006	SALARIES/WAGES - ALLOWANCES	150	300
10-5305-1021	EMPLOYEE BENEFITS - SCL SCRTY	13,822	27,352
10-5305-1023	EMPLOYEE BENEFITS - HEALTH INS	69,858	139,669
10-5305-1025	EMPLOYEE BENEFITS - WRKRS COMP	3,537	8,045
10-5305-1029	EMPLOYEE BENEFITS - WY RTRMNT	31,494	63,081
10-5305-2120	DUES/MEMBERSHIPS/SUBSCRIPTIONS	0	240
10-5305-2122	TRAINING/DEVELOPMENT	255	8,100
10-5305-2123	MEALS/LODGING/TRAVEL	905	1,700
10-5305-2134	TELECOMMUNICATIONS	0	500
10-5305-2155	REPAIRS/MAINTENANCE	8,824	60,000
10-5305-2158	MISC CONTRACTUAL SERVICES	27,664	108,200
10-5305-3210	OPERATING SUPPLIES	57,300	90,000
10-5305-3220	EQUIPMENT/TOOLS-NON CAPITALIZE	613	9,600

Account Number	Account Title	2025-26 Current year Actual	2025-26 Current year Budget
10-5305-3235	FUEL	10,019	28,000
Total PUBLIC WORKS - STREETS/ALLEYS:		404,778	901,633

PUBLIC WORKS - CEMETERY

10-5306-1001	SALARIES/WAGES - REGULAR	80,268	160,546
10-5306-1002	SALARIES/WAGES - OVERTIME	1,267	1,500
10-5306-1004	SALARIES/WAGES - TEMPORARY	0	16,800
10-5306-1005	SALARIES/WAGES - LONGEVITY	420	420
10-5306-1006	SALARIES/WAGES - ALLOWANCES	150	300
10-5306-1021	EMPLOYEE BENEFITS - SCL SCRTY	6,296	13,767
10-5306-1023	EMPLOYEE BENEFITS - HEALTH INS	45,392	90,818
10-5306-1025	EMPLOYEE BENEFITS - WRKRS COMP	1,609	4,049
10-5306-1029	EMPLOYEE BENEFITS - WY RTRMNT	15,182	30,173
10-5306-2120	DUES/MEMBERSHIPS/SUBSCRIPTIONS	0	100
10-5306-2122	TRAINING/DEVELOPMENT	0	650
10-5306-2131	UTILITY SERVICES - ELECTRICITY	1,435	3,500
10-5306-2132	UTILITY SERVICES - WTR/SWR/GRB	75,284	225,000
10-5306-2133	UTILITY SERVICES - NATURAL GAS	379	2,000
10-5306-2134	TELECOMMUNICATIONS	529	1,250
10-5306-2141	EQUIPMENT - RENT	0	200
10-5306-2155	REPAIRS/MAINTENANCE	0	1,500
10-5306-2156	MAINTENANCE AGREEMENT	967	1,000
10-5306-2158	MISC CONTRACTUAL SERVICES	3,437	10,000
10-5306-3210	OPERATING SUPPLIES	6,159	13,000
10-5306-3220	EQUIPMENT/TOOLS-NON CAPITALIZE	1,790	2,500
10-5306-3235	FUEL	1,842	2,750
Total PUBLIC WORKS - CEMETERY:		242,407	581,823

PUBLIC WORKS - SWIM POOL

10-5307-2131	UTILITY SERVICES - ELECTRICITY	1,457	3,500
10-5307-2132	UTILITY SERVICES - WTR/SWR/GRB	6	8,000
10-5307-2133	UTILITY SERVICES - NATURAL GAS	216	5,000
10-5307-2134	TELECOMMUNICATIONS	391	300
10-5307-2155	REPAIRS/MAINTENANCE	0	2,500
10-5307-2158	MISC CONTRACTUAL SERVICES	64,051	130,000
10-5307-3210	OPERATING SUPPLIES	0	8,000

Account Number	Account Title	2025-26 Current year Actual	2025-26 Current year Budget
10-5307-3220	EQUIPMENT/TOOLS-NON CAPITALIZE	0	10,000
Total PUBLIC WORKS - SWIM POOL:		66,120	167,300
POLICE SPECIAL PROJECTS FUND			
RURAL VIOLENT CRIME REDUCTION			
13-5820-3220	EQUIPMENT/TOOLS NON CAPITALIZE	0	16,070
Total RURAL VIOLENT CRIME REDUCTION:		0	16,070
HIGHWAY SAFETY TRAFFIC ENFORCE			
13-5821-1001	SALARIES/WAGES - REGULAR	3,232	5,758
13-5821-1021	EMPLOYEE BENEFITS - SCL SCRTY	247	440
13-5821-1023	EMPLOYEE BENEFITS - HEALTH INS	333	0
13-5821-1025	EMPLOYEE BENEFITS - WRKRS COMP	63	130
13-5821-1029	EMPLOYEE BENEFITS - WY RTRMNT	602	1,072
Total HIGHWAY SAFETY TRAFFIC ENFORCE:		4,478	7,400
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	1,080	3,797
13-5831-1021	EMPLOYEE BENEFITS - SCL SCRTY	83	290
13-5831-1023	EMPLOYEE BENEFITS - HEALTH INS	76	0
13-5831-1025	EMPLOYEE BENEFITS - WRKRS COMP	21	85
13-5831-1029	EMPLOYEE BENEFITS - WY RTRMNT	209	707
13-5831-3210	OPERATING SUPPLIES	320	0

Account Number	Account Title	2025-26 Current year Actual	2025-26 Current year Budget
Total OJJDP-UNDERAGE ENFORCEMENT:		1,789	4,879
BULLET PROOF VEST PROTECTION			
13-5838-3233	UNIFORMS/CARE	0	8,600
Total BULLET PROOF VEST PROTECTION:		0	8,600

WATER FUND**WATER - ADMINISTRATION**

31-5400-1150	DEPRECIATION	425,000	850,000
31-5400-2158	MISC CONTRACTUAL SERVICES	8,247	15,500
31-5400-2166	COLLECTION FEES	0	500
31-5400-2175	REFUNDS/REIMBURSEMENT EXPENSE	23	0
31-5400-4347	MANAGEMENT FEES	141,450	282,899
Total WATER - ADMINISTRATION:		574,719	1,148,899

WATER - TREATMENT

31-5401-1001	SALARIES/WAGES - REGULAR	66,889	135,110
31-5401-1002	SALARIES/WAGES - OVERTIME	3,267	6,000
31-5401-1005	SALARIES/WAGES - LONGEVITY	751	751
31-5401-1006	SALARIES/WAGES - ALLOWANCES	150	300
31-5401-1021	EMPLOYEE BENEFITS - SCL SCRTY	5,451	10,905
31-5401-1023	EMPLOYEE BENEFITS - HEALTH INS	27,221	54,657
31-5401-1025	EMPLOYEE BENEFITS - WRKRS COMP	1,393	3,207
31-5401-1029	EMPLOYEE BENEFITS - WY RTRMNT	13,063	26,275
31-5401-2122	TRAINING/DEVELOPMENT	645	2,570
31-5401-2123	MEALS/LODGING/TRAVEL	0	800
31-5401-2131	UTILITY SERVICES - ELECTRICITY	29,574	60,000
31-5401-2132	UTILITY SERVICES - WTR/SWR/GRB	714	10,000
31-5401-2133	UTILITY SERVICES - NATURAL GAS	1,605	8,000
31-5401-2134	TELECOMMUNICATIONS	84	1,600
31-5401-2140	RENT - LAND/BUILDINGS	0	13,000
31-5401-2153	ARCHITECT, ENG, SURVEY	1,560	4,000
31-5401-2155	REPAIRS/MAINTENANCE	24,196	45,000
31-5401-2156	MAINTENANCE AGREEMENT	0	12,000

Account Number	Account Title	2025-26 Current year Actual	2025-26 Current year Budget
31-5401-2158	MISC CONTRACTUAL SERVICES	11,549	50,000
31-5401-3210	OPERATING SUPPLIES	33,167	55,000
31-5401-3220	EQUIPMENT/TOOLS-NON CAPITALIZE	0	20,500
31-5401-3235	FUEL	623	1,600
Total WATER - TREATMENT:		221,899	521,275

WATER - DISTRIBUTION/MAINTNCE

31-5402-1001	SALARIES/WAGES - REGULAR	130,033	257,597
31-5402-1002	SALARIES/WAGES - OVERTIME	5,764	7,500
31-5402-1004	SALARIES/WAGES - TEMPORARY	0	4,200
31-5402-1005	SALARIES/WAGES - LONGEVITY	1,047	1,296
31-5402-1006	SALARIES & WAGES - ALLOWANCES	150	300
31-5402-1021	EMPLOYEE BENEFITS - SCL SCRTY	10,495	20,753
31-5402-1023	EMPLOYEE BENEFITS - HEALTH INS	63,612	127,286
31-5402-1025	EMPLOYEE BENEFITS - WRKRS COMP	2,685	6,104
31-5402-1029	EMPLOYEE BENEFITS - WY RTRMNT	24,961	49,361
31-5402-2120	DUES/MEMBERSHIPS/SUBSCRIPTIONS	1,047	2,000
31-5402-2122	TRAINING/DEVELOPMENT	0	2,113
31-5402-2131	UTILITY SERVICES - ELECTRICITY	5,655	18,000
31-5402-2132	UTILITY SERVICES - WTR/SWR/GRB	13,934	25,500
31-5402-2133	UTILITY SERVICES - NATURAL GAS	468	1,800
31-5402-2134	TELECOMMUNICATIONS	84	250
31-5402-2141	EQUIPMENT - RENT	0	400
31-5402-2153	ARCHITECT/ENGINEERING/SURVEY	0	2,000
31-5402-2155	REPAIRS/MAINTENANCE	1,952	30,000
31-5402-2156	MAINTENANCE AGREEMENT	1,095	3,000
31-5402-2158	MISC CONTRACTUAL SERVICES	0	13,375
31-5402-3210	OPERATING SUPPLIES	31,051	50,000
31-5402-3235	FUEL	3,182	7,500
31-5402-4310	LEASE PAYMENTS - OPERATING	459	500
31-5402-6544	IMPRVMNTS OTHER THAN BLDG	174,921	0
31-5402-6548	VEHICLES	254,530	0
Total WATER - DISTRIBUTION/MAINTNCE:		727,125	630,835

WATER - CUSTOMER SERVICES

31-5403-1001	SALARIES/WAGES - REGULAR	31,179	62,768
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Account Number	Account Title	2025-26 Current year Actual	2025-26 Current year Budget
31-5403-1005	SALARIES/WAGES - LONGEVITY	617	617
31-5403-1021	EMPLOYEE BENEFITS - SCL SCRTY	2,356	4,849
31-5403-1023	EMPLOYEE BENEFITS - HEALTH INS	18,162	36,321
31-5403-1025	EMPLOYEE BENEFITS - WRKRS COMP	623	1,426
31-5403-1029	EMPLOYEE BENEFITS - WY RTRMNT	5,805	11,687
31-5403-2134	TELECOMMUNICATIONS	0	220
31-5403-2155	REPAIRS/MAINTENANCE	0	1,500
31-5403-2156	MAINTENANCE AGREEMENT	3,610	3,000
31-5403-3210	OPERATING SUPPLIES	88	2,000
31-5403-3220	EQUIPMENT/TOOLS-NON CAPITALIZE	15,035	40,000
31-5403-3235	FUEL	346	2,000
Total WATER - CUSTOMER SERVICES:		77,822	166,388
WATER - TREATMENT CAPITAL			
31-5405-6544	IMPRVMNTS OTHER THAN BLDG	0	2,539,500
31-5405-6548	VEHICLES	0	32,500
Total WATER - TREATMENT CAPITAL:		0	2,572,000
WATER - DSTRBTN/MNTNC-CAPITAL			
31-5406-6540	LAND	0	50,000
31-5406-6547	EQUIPMENT/FURNITURE	28,010	35,000
31-5406-6548	VEHICLES	0	319,530
Total WATER - DSTRBTN/MNTNC-CAPITAL:		28,010	404,530
WATER - CUSTOMER SRVC CAPITAL			
31-5407-6547	EQUIPMENT/FURNITURE	0	200,000
31-5407-6548	VEHICLES	0	71,637
Total WATER - CUSTOMER SRVC CAPITAL:		0	271,637
WATER IMPROVEMENTS			
31-5408-2153	ARCHITECT/ENGINEERING/SURVEY	31,258	10,000
31-5408-2158	MISC CONTRACTUAL	85,237	4,230,000
31-5408-6544	IMPRVMNTS OTHER THAN BLDG	114,988	140,000

Account Number	Account Title	2025-26 Current year Actual	2025-26 Current year Budget
Total WATER IMPROVEMENTS:		231,483	4,380,000
WATER MAIN REPLACEMENTS			
31-5409-2153	ARCHITECT/ENGINEERING/SURVEY	243,163	625,251
31-5409-6544	IMPRVMNTS OTHER THAN BLDG	1,522,509	4,278,299
Total WATER MAIN REPLACEMENTS:		1,765,672	4,903,550
SEWER FUND			
SEWER - ADMINISTRATION			
32-5500-1150	DEPRECIATION	230,000	460,000
32-5500-2158	MISC CONTRACTUAL SERVICES	5,326	10,000
32-5500-4347	MANAGEMENT FEES	81,039	162,077
Total SEWER - ADMINISTRATION:		316,364	632,077
SEWER - TREATMENT			
32-5501-1001	SALARIES/WAGES - REGULAR	61,263	124,307
32-5501-1002	SALARIES/WAGES - OVERTIME	1,570	5,000
32-5501-1005	SALARIES/WAGES - LONGEVITY	500	500
32-5501-1006	SALARIES/WAGES - ALLOWANCES	150	300
32-5501-1021	EMPLOYEE BENEFITS - SCL SCRTY	4,871	9,983
32-5501-1023	EMPLOYEE BENEFITS - HEALTH INS	27,274	54,611
32-5501-1025	EMPLOYEE BENEFITS - WRKRS COMP	1,244	2,936
32-5501-1029	EMPLOYEE BENEFITS - WY RTRMNT	11,699	24,077
32-5501-2122	TRAINING/DEVELOPMENT	249	2,570
32-5501-2123	MEALS/LODGING/TRAVEL	0	800
32-5501-2131	UTILITY SERVICES - ELECTRICITY	35,792	80,000
32-5501-2132	UTILITY SERVICES - WTR/SWR/GRB	1,145	10,000
32-5501-2134	TELECOMMUNICATIONS	1,065	3,000
32-5501-2153	ARCHITECT/ENGINEERING/SURVEY	0	4,000
32-5501-2155	REPAIRS/MAINTENANCE	0	30,000
32-5501-2158	MISC CONTRACTUAL SERVICES	5,272	20,000
32-5501-3210	OPERATING SUPPLIES	17,383	45,000
32-5501-3220	EQUIPMENT/TOOLS-NON CAPITALIZE	365	41,500
32-5501-3235	FUEL	623	1,600

Account Number	Account Title	2025-26 Current year Actual	2025-26 Current year Budget
Total SEWER - TREATMENT:		170,465	460,184
SEWER - COLLECTION			
32-5502-1001	SALARIES/WAGES - REGULAR	118,285	236,333
32-5502-1002	SALARIES/WAGES - OVERTIME	4,834	4,500
32-5502-1004	SALARIES/WAGES - TEMPORARY	0	4,200
32-5502-1005	SALARIES/WAGES - LONGEVITY	702	702
32-5502-1006	SALARIES & WAGES - ALLOWANCES	150	300
32-5502-1021	EMPLOYEE BENEFITS - SCL SCRTY	9,499	18,851
32-5502-1023	EMPLOYEE BENEFITS - HEALTH INS	51,581	103,195
32-5502-1025	EMPLOYEE BENEFITS - WRKRS COMP	2,430	5,545
32-5502-1029	EMPLOYEE BENEFITS - WY RTRMNT	22,601	44,843
32-5502-2120	DUES/MEMBERSHIPS/SUBSCRIPTIONS	1,047	2,000
32-5502-2122	TRAINING/DEVELOPMENT	1,023	2,112
32-5502-2131	UTILITY SERVICES - ELECTRICITY	4,015	12,000
32-5502-2132	UTILITY SERVICES - WTR/SWR/GRB	139	350
32-5502-2133	UTILITY SERVICES - NATURAL GAS	1,160	3,500
32-5502-2134	TELECOMMUNICATIONS	544	1,100
32-5502-2153	ARCHITECT/ENGINEERING/SURVEY	0	2,500
32-5502-2155	REPAIRS/MAINTENANCE	0	20,000
32-5502-2158	MISC CONTRACTUAL SERVICES	0	13,375
32-5502-3210	OPERATING SUPPLIES	20,953	45,000
32-5502-3235	FUEL	3,182	7,500
32-5502-4310	LEASE PAYMENTS - OPERATING	417	400
32-5502-6548	VEHICLES	254,530	0
Total SEWER - COLLECTION:		497,091	528,306
SEWER - TREATMENT CAPITAL			
32-5505-6544	IMPRVMNTS OTHER THAN BLDG	0	74,800
32-5505-6548	VEHICLES	0	32,500
Total SEWER - TREATMENT CAPITAL:		0	107,300
SEWER - COLLECTION CAPITAL			
32-5506-6548	VEHICLES	0	319,530

Account Number	Account Title	2025-26 Current year Actual	2025-26 Current year Budget
Total SEWER - COLLECTION CAPITAL:		0	319,530
WASTEWATER TRTMNT PLANT REHAB			
32-5507-2153	ARCHITECT/ENGINEERING/SURVEY	29,478	213,000
32-5507-6544	IMPRVMNTS OTHER THAN BLDG	715,912	754,000
Total WASTEWATER TRTMNT PLANT REHAB:		745,390	967,000
SEWER MAIN REPLACEMENTS			
32-5508-2153	ARCHITECT/ENGINEERING/SURVEY	39,917	931,000
32-5508-6544	IMPRVMNTS OTHER THAN BLDG	1,140,053	2,238,000
Total SEWER MAIN REPLACEMENTS:		1,179,970	3,169,000

SANITATION FUND**SANITATION**

33-5600-1001	SALARIES/WAGES - REGULAR	80,499	158,138
33-5600-1002	SALARIES/WAGES - OVERTIME	0	600
33-5600-1005	SALARIES/WAGES - LONGEVITY	823	823
33-5600-1006	SALARIES/WAGES - ALLOWANCES	150	300
33-5600-1021	EMPLOYEE BENEFITS - SCL SCRTY	6,247	12,259
33-5600-1023	EMPLOYEE BENEFITS - HEALTH INS	45,407	90,807
33-5600-1025	EMPLOYEE BENEFITS - WRKRS COMP	1,597	3,606
33-5600-1029	EMPLOYEE BENEFITS - WY RTRMNT	14,989	29,557
33-5600-1150	DEPRECIATION	27,500	55,000
33-5600-2134	TELECOMMUNICATIONS	0	250
33-5600-2155	REPAIRS/MAINTENANCE	36	4,200
33-5600-2158	MISC CONTRACTUAL SERVICES	423,641	1,006,400
33-5600-3210	OPERATING SUPPLIES	13,566	38,000
33-5600-3220	EQUIPMENT/TOOLS-NON CAPITALIZE	222	2,600
33-5600-3235	FUEL	9,804	26,000
33-5600-4347	MANAGEMENT FEES	85,459	170,918
33-5600-6548	VEHICLES	249,994	0

Account Number	Account Title	2025-26 Current year Actual	2025-26 Current year Budget
Total SANITATION:		959,933	1,599,458
SANITATION CAPITAL			
33-5605-3220	EQUIPMENT/TOOLS-NON CAPITALIZE	35,995	36,000
33-5605-6547	EQUIPMENT/FURNITURE	20,000	20,000
33-5605-6548	VEHICLES	0	249,994
Total SANITATION CAPITAL:		55,995	305,994

LANDFILL FUND**LANDFILL**

34-5340-1001	SALARIES/WAGES - REGULAR	162,477	322,707
34-5340-1002	SALARIES/WAGES - OVERTIME	2,037	2,750
34-5340-1005	SALARIES/WAGES - LONGEVITY	607	607
34-5340-1006	SALARIES/WAGES - ALLOWANCES	300	600
34-5340-1021	EMPLOYEE BENEFITS - SCL SCRTY	13,129	25,922
34-5340-1023	EMPLOYEE BENEFITS - HEALTH INS	48,643	97,310
34-5340-1025	EMPLOYEE BENEFITS - WRKRS COMP	3,242	7,350
34-5340-1026	EMPLOYEE BENEFITS - DFRRD COMP	6,401	12,180
34-5340-1029	EMPLOYEE BENEFITS - WY RTRMNT	24,050	48,420
34-5340-1150	DEPRECIATION	52,500	105,000
34-5340-2122	TRAINING/DEVELOPMENT	750	750
34-5340-2123	MEALS/LODGING/TRAVEL	739	1,644
34-5340-2131	UTILITY SERVICES - ELECTRICITY	3,532	10,000
34-5340-2133	UTILITY SERVICES - NATURAL GAS	1,496	10,500
34-5340-2153	ARCHITECT/ENGINEERING/SURVEY	14,985	41,000
34-5340-2155	REPAIRS/MAINTENANCE	8,525	18,000
34-5340-2156	MAINTENANCE AGREEMENT	938	11,500
34-5340-2158	MISC CONTRACTUAL SERVICES	221,166	525,000
34-5340-3210	OPERATING SUPPLIES	63,603	82,000
34-5340-3220	EQUIPMENT/TOOLS-NON CAPITALIZE	446	2,500
34-5340-3235	FUEL	23,258	73,000
34-5340-4343	DEBT PAYMENT - PRINCIPAL	13,141	13,142
34-5340-4347	MANAGEMENT FEES	64,831	129,662
34-5340-6547	EQUIPMENT/FURNITURE	13,660	0

Account Number	Account Title	2025-26 Current year Actual	2025-26 Current year Budget
Total LANDFILL:		744,456	1,541,544
LANDFILL			
34-5345-6542	BUILDINGS/IMPROVEMENTS	0	135,000
34-5345-6544	IMPRVMNTS OTHER THAN BLDG	0	20,000
34-5345-6547	EQUIPMENT/FURNITURE	82,211	920,000
34-5345-6548	VEHICLES	0	65,000
Total LANDFILL:		82,211	1,140,000
EMPLOYEE HEALTH CARE FUND			
EMPLOYEE HEALTH CARE			
39-5390-1023	EMPLOYEE BNFTS - HLTH INS PREM	490,148	792,000
39-5390-1032	EMPLOYEE BENEFITS - CLAIMS	2,157,443	1,500,000
39-5390-1058	HEALTH CARE - ADMINISTR TN FEE	52,348	93,000
Total EMPLOYEE HEALTH CARE:		2,699,939	2,385,000
ECONOMIC DEVELOPMENT			
ECONOMIC DEVELOPMENT			
41-5410-2115	PUBLISHING/ADVERTISING	0	500
41-5410-2122	TRAINING/DEVELOPMENT	0	1,200
41-5410-2123	MEALS/LODGING/TRAVEL	0	1,200
41-5410-2158	MISC CONTRACTUAL SERVICES	8,827	145,000
Total ECONOMIC DEVELOPMENT:		8,827	147,900
THE 112			
41-5411-2158	MISC CONTRACTUAL SERVICES	7,635	1,433,300
Total THE 112:		7,635	1,433,300

GENERAL FUND EQUIPMENT RESERVE**GENERAL FUND EQUIPMENT RESERVE**

Account Number	Account Title	2025-26 Current year Actual	2025-26 Current year Budget
47-5470-6547	EQUIPMENT/FURNITURE	114,095	306,798
47-5470-6548	VEHICLES	280,294	662,000
Total GENERAL FUND EQUIPMENT RESERVE:		394,389	968,798

CAPITAL PROJ FIRE EQUIP FUND**FIRE EQUIPMENT**

50-5500-6548	BUILDINGS	49,259	0
Total FIRE EQUIPMENT:		49,259	0

TRAIN CAR RESTORATION**TRAIN CAR RESTORATION**

54-5540-2155	REPAIRS/MAINTENANCE	8,090	20,000
Total TRAIN CAR RESTORATION:		8,090	20,000

POOL IMPROVEMENTS FUND**POOL IMPROVEMENTS**

55-5550-2153	ARCHITECT/ENGINEERING/SURVEY	31,245	100,000
55-5550-6542	BUILDINGS/IMPROVEMENTS	0	15,000
55-5550-6544	IMPRVMNTS OTHER THAN BLDG	1,518,320	1,750,000
Total POOL IMPROVEMENTS:		1,549,566	1,865,000

STREET IMPROVEMENT FUND**STREET IMPROVEMENTS**

56-5560-2153	ARCHITECT/ENGINEERING/SURVEY	134,151	1,207,050
56-5560-2158	MISC CONTRACTUAL SERVICES	0	70,000
56-5560-6544	IMPRVMNTS OTHER THAN BLDG	831,366	6,578,935
Total STREET IMPROVEMENTS:		965,517	7,855,985

CAPITAL IMP -PUBLIC FACILITIES**CAPITAL IMP -FACILITIES**

Account Number	Account Title	2025-26 Current year Actual	2025-26 Current year Budget
57-5570-2153	ARCHITECT/ENGINEERING/SURVEY	25,624	0
57-5570-6542	BUILDINGS/IMPROVEMENTS	29,921	150,500
57-5570-6544	IMPRVMNTS OTHER THAN BLDG	175,388	0
Total CAPITAL IMP -FACILITIES:		230,933	150,500
COMMUNITY FACILITY			
57-5571-2153	ARCHITECT/ENGINEERING/SURVEY	133,682	300,000
57-5571-6542	BUILDINGS/IMPROVEMENTS	3,478,562	17,630,000
Total COMMUNITY FACILITY:		3,612,244	17,930,000
CAPTL PROJ-PARK IMPRVMNT FUND			
PARK IMPROVEMENTS			
65-5650-2153	ARCHITECT, ENG, SURVEY	1,495	50,000
65-5650-2158	MISC CONTRACTUAL SERVICES	25,600	385,000
65-5650-6544	IMPRVMNTS OTHER THAN BLDG	7,110	567,000
Total PARK IMPROVEMENTS:		34,204	1,002,000
HISTORIC PRSRVTN CMSN FUND			
HISTORIC PRESERVATION CMMSSN			
92-5920-2158	MISC CONTRACTUAL SERVICES	421	3,015
Total HISTORIC PRESERVATION CMMSSN:		421	3,015
ARTS & CULTURE BOARD OF TRUSTE			
ARTS & CULTURE BOARD OF TRUSTE			
93-5930-2158	MISC CONTRACTUAL SERVICES	259	25,000
Total ARTS & CULTURE BOARD OF TRUSTE:		259	25,000



Agenda Item Report

City Council – January 26, 2026

Item

Aid To Others Quarterly Report: Boys & Girls Club, Children's Advocacy Project, CCSD#1 Recreation Board, Converse Hope Center, Enterprise, Main Street Douglas, Samuel Mares Post 8 American Legion, Saving Grace Food Pantry, Wyoming State Fair Foundation

Responsible Staff Contact

Recommendation

Executive Summary

Background

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

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

Budget/Fiscal Impact

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

Action Requested/Recommended Motion

Attachments

1. B&G Club Q2
2. Children's Advocacy Project Q2
3. CCSD#1
4. Converse Hope Center
5. Enterprise
6. Main Street Douglas
7. Samuel Mares Post 8 American Legion Q2
8. Saving Grace Q2
9. WSFF.Quarterly.Report.15.26
10. WSFF.Impact.Report.CityofDoug.1.15.26



CITY OF DOUGLAS

Community Service Grant "Aid to Others" Quarterly Report - Fiscal Year 2026

Received
JAN 15 2026
City of Douglas

The quarterly report is a requirement of your continued Community Service Grant funding per your Community Service Grant agreement. Failure to provide this report may result in no disbursement of funds. You may complete this financial section or attach your own financial statement. This information will be shared with City Council as part of a regular Council meeting. Submit completed quarterly reports with attachments (if applicable) to the Administrative Services Department.

1. Organization/Company Name: Boys and Girls Club of Douglas		2. Phone Number: 307-358-4100
3. Complete Address: 802 Riverbend Dr Douglas WY 82633		
4. Email Address: CEO@bgcdouglas.com		
5. Report for Quarter (check one): Ending March 31 ☐ Ending June 30 ☐ Ending September 30 ☐ Ending December 31 ☒		
6. Number of People Served for Quarter: 307	7. Total Income: \$ 219,927.70	8. Total Expenditures: \$ 238,879.46
9. Please list activities, events, completed goals, or other such information for the quarter you are reporting on (attach additional page(s) if necessary): Please see attached document		
10. Please list any other information you would like Douglas City Council to be aware of. Please see attached document		

CERTIFICATION AND SIGNATURE

I hereby certify the above information to be true and correct to the best of my knowledge.

Melinda Trabing
AUTHORIZED SIGNATURE

1-14-2026
DATE OF REPORT

Melinda Trabing, CEO
PRINTED NAME

TO BE COMPLETED BY CITY

Date Received:	Reviewed By:
	Report Complete? YES ☐ NO ☐

Mission:

To inspire and enable all young people, especially those who need us most, to realize their full potential as productive, responsible and caring citizens.

October 1, 2025 – December 31, 2025 Quarterly Report

#9. Please list activities, events, completed goals, or other such information for this quarter you are reporting on.

During the 4th quarter (October 1, 2025 – December 31, 2025), the Boys & Girls Club of Douglas served 178 unique youth through our Afterschool and Homeschool programs for the 2025/2026 year.

Our afterschool program currently has 165 registered members, with an average daily attendance of 86 youth. We continue to focus on mentoring youth in reading, homework support, writing, and math, while also offering enriching daily opportunities in leadership, citizenship, character development, and STEM.

During the fall 2025 semester, we offered 13 homeschool classes, including: Art, STEM, Gardening and Health and Wellness. These classes ran from 9/9/25 to 12/2/25, providing 26 homeschool sessions over the quarter.

Throughout this reporting period, we were open for 59 days, serving youth for a total of 185 hours. We provided 5363 meals and snacks and held 56 academic success sessions.

Additionally, we were proud to partner with the Douglas Police Department for two youth-focused community events. In November, we helped host Bowling with the Badges, serving 20 youth. In December, we partnered with the Douglas Police Department, Converse County Sheriff's Department, Wyoming Highway Patrol, Bomgaars, Safeway, and the Hunger Initiative to support Shop with a Cop, serving 109 youth.

Additionally, we partnered with the Douglas Boys Scouts to teach our members flag etiquette and entered the Douglas Scarecrow contest. We welcomed Wagon Hound Land and Livestock for a hunting guide presentation, 7 Stones Electric for an electrical presentation and Fresh Attitude Floral for a flower arranging lesson; exposing our youth members to careers and trades in their fields of interest.

We also distributed 190 weekly Totes of Hope food bags to families in need, containing meat, fresh produce, and other food items to support weekend meals.

Boys & Girls Club of Douglas

802 Riverbend Dr.
Douglas, WY 82633

Club
Tel 307-358-4100

Business Office
Tel. 307-358-1784
office@bgcdouglas.com
www.bgcdouglas.com

Officers

Travis Wells
Chairman

Carl Kusters
Vice-Chair

Brandon Cornelio
Secretary

Catherine Nicholas
Treasurer

Board of Directors

Joel Schell
Todd Moore
Jay Butler
Molly Paige
Kyle Petersen
Nate Shumway
Todd Byerly

Chief Executive Officer

Melinda Trabing
ceo@bgcdouglas.com

Chief Operating Officer

Whitney Tomlinson
whitneyt@bgcdouglas.com

Executive Finance Assistant

Ashley Reed
finance@bgcdouglas.com

Unit Director

Mary Groskopf
maryg@bgcdouglas.com

GREAT FUTURES START HERE.



Mission:

To inspire and enable all young people, especially those who need us most, to realize their full potential as productive, responsible and caring citizens.



#10. Please list any other information you would like Douglas City Council to be aware of.

The Boys & Girls Club of Douglas continues to see strong demand for safe, structured afterschool care and enrichment opportunities for local youth, and we remain committed to delivering high-quality programming and consistent supports for families. At the same time, we have experienced a significant decrease in grant awards, which has increased pressure on operating revenue and made community-based support more important than ever. We are focused on being strong stewards of City funding by tracking participation, attendance, program hours, meals/snacks served, and key program outputs each quarter to ensure resources translate into direct services for youth and measurable impact in Douglas.

Thank you for your ongoing support of the Boys & Girls Club of Douglas. Your investment helps ensure local youth have a safe place to go after school, caring adult mentors, and consistent access to academic support, enrichment, and meals.

Sincerely,

A handwritten signature in black ink, appearing to read "Melinda Trabing".

Melinda Trabing, CEO

GREAT FUTURES START HERE.





CITY OF DOUGLAS

Community Service Grant "Aid to Others" Quarterly Report - Fiscal Year 2026

The quarterly report is a requirement of your continued Community Service Grant funding per your Community Service Grant agreement. Failure to provide this report may result in no disbursement of funds. You may complete this financial section or attach your own financial statement. This information will be shared with City Council as part of a regular Council meeting. Submit completed quarterly reports with attachments (if applicable) to the Administrative Services Department.

1. Organization/Company Name: Children's Advocacy Project, Inc.		2. Phone Number: 307-232-0159
3. Complete Address: 350 North Ash, Casper WY 82601		
4. Email Address: stacy@childrensadvocacyproject.org		
5. Report for Quarter (check one): Ending March 31 ☐ Ending June 30 ☐ Ending September 30 ☐ Ending December 31 ☒		
6. Number of People Served for Quarter: 81 child forensic interviews 27 therapy clients; 166 sessions	7. Total Income: \$157,188.51	8. Total Expenditures: \$160,696.07
9. Please list activities, events, completed goals, or other such information for the quarter you are reporting on (attach additional page(s) if necessary): CAP responded to 100% of cases referred, conducting 81 forensic interviews, seven of which were for children in Converse County. CAP also provided therapy for a family from Douglas.		
10. Please list any other information you would like Douglas City Council to be aware of. CAP appreciates the opportunity to provide education in the Douglas community and is proud to work with investigative teams in Douglas as we strive to coordinate services to child abuse victims. Thank you for the opportunity to work with your teams. Please contact us for additional community education trainings. The annual CAP Symposium is scheduled for April 8-9, 2025 in Casper. CAP will be sending out information in the following weeks.		

CERTIFICATION AND SIGNATURE

I hereby certify the above information to be true and correct to the best of my knowledge.

Stacy M Nelson
AUTHORIZED SIGNATURE

1-8-26
DATE OF REPORT

Stacy M Nelson
PRINTED NAME

TO BE COMPLETED BY CITY

Date Received:	Reviewed By:
	Report Complete? YES ☐ NO ☐

Statement of Activity

Children's Advocacy Project, Inc.

October 1-December 31, 2025

DISTRIBUTION ACCOUNT	TOTAL	
	OCT 1 - DEC 31 2025	OCT 1 - DEC 31 2024 (PY)
Income		
4000 Contributed support		
4550 Donations	6,115.50	6,150.00
Total for 4000 Contributed support	\$6,115.50	\$6,150.00
4500 Grant Income		
4520 Federal Grants		
4520.1 Federal Grant	31,500.37	32,916.55
Total for 4520 Federal Grants	\$31,500.37	\$32,916.55
4540 Local government grants	5,737.00	6,237.50
Total for 4500 Grant Income	\$37,237.37	\$39,154.05
4545 Foundation Grants		
4545.0 Foundation Grant	110,000.00	100,000.00
4545.1 Wy Comm. Found. Grant		30,000.00
Total for 4545 Foundation Grants	\$110,000.00	\$130,000.00
4560 Program Income		
4560.4 Counseling Income	3,749.22	28,194.24
Total for 4560 Program Income	\$3,749.22	\$28,194.24
4575 Misc Income	86.42	
4570 Fundraising Income		25.00
Total for Income	\$157,188.51	\$203,523.29
Gross Profit	\$157,188.51	\$203,523.29
Expenses		
5000 Personnel Expenses		
5775	24,212.85	24,142.65
5777		
5777.2	16,352.73	16,297.50
5777.4	15,122.45	15,031.40
5777.5	13,830.41	13,766.01
Total for 5777 Therapist/Forensic Interviewer	\$45,305.59	\$45,094.91
5783	13,640.77	13,549.73
5784	9,394.26	9,494.47
5811 SS/Medicare Expense	7,080.36	7,059.55
5813 SUTA Expense	13.15	0.00
5821 Health Insurance	14,195.88	12,803.74
5826 Worker's Comp Expense	437.42	501.94
5831 Pension	7,754.23	7,757.79

Statement of Activity

Children's Advocacy Project, Inc.

October 1-December 31, 2025

DISTRIBUTION ACCOUNT	TOTAL	
	OCT 1 - DEC 31 2025	OCT 1 - DEC 31 2024 (PY)
5835 Prof. Devel./Registr Fees	40.00	120.00
5858 Professional Development	200.00	219.60
5860 Travel Expense	\$2,246.79	\$891.34
5861 Sheridan Satellite Mileage	425.40	
Total for 5860 Travel Expense	\$2,672.19	\$891.34
5855 Meetings		166.50
Total for 5000 Personnel Expenses	\$124,946.70	\$121,802.22
6000 Administrative Expenses	\$172.92	
6020 Bank Service Charges	320.06	140.80
6050 Depreciation Expense	1,277.31	1,277.31
6110 Equipment Rental	1,292.06	323.65
6115 Equipment Maintenance	884.98	4,700.12
6120 Telephone/Internet	960.00	929.79
6130 Postage	99.24	69.95
6160 Library/Books/Subscriptions	1,269.69	890.71
6304 Computer Hardware	6,150.00	
6305 Computer Software	367.24	367.24
6310 Audit/Accounting Services	11,435.00	2,145.00
6400 Supplies	1,079.36	900.98
6100 Dues & Memberships - Admin		177.25
6190 Printing		238.50
Total for 6000 Administrative Expenses	\$25,307.86	\$12,161.30
7000 Other Personnel Expenses		
7070 Contractual Employee		
7070.1 MH Supervisor and Billing	492.30	802.42
7070.2 Marketing & Development	5,855.33	4,779.00
7070.3 Education & Outreach	2,716.67	1,650.00
Total for 7070 Contractual Employee	\$9,064.30	\$7,231.42
Total for 7000 Other Personnel Expenses	\$9,064.30	\$7,231.42
7500 Occupancy Expenses		
7541 Water	373.46	346.46
7542 Electricity	453.86	573.91
7544 Gas/Other Utilities	392.12	236.45
7560 Housekeeping/Maintenance	157.77	125.37
7580 Insurance	0.00	
Total for 7500 Occupancy Expenses	\$1,377.21	\$1,282.19

Statement of Activity

Children's Advocacy Project, Inc.
October 1-December 31, 2025

DISTRIBUTION ACCOUNT	TOTAL	
	OCT 1 - DEC 31 2025	OCT 1 - DEC 31 2024 (PY)
6125 Fundraising Expenses		
6125.20 Venue Rental		514.35
Total for 6125 Fundraising Expenses		\$514.35
Total for Expenses	\$160,696.07	\$142,991.48
Net Operating Income	(\$3,507.56)	\$60,531.81
Other Income		
9500 Interest Income	12,182.18	14,719.71
9554 Realized gains	19,906.36	31,963.74
9550 Gain (Loss) on Investments		(64,911.01)
Total for Other Income	\$32,088.54	(\$18,227.56)
Other Expenses		
9700 Investment Expense	2,915.84	2,543.87
Total for Other Expenses	\$2,915.84	\$2,543.87
Net Other Income	\$29,172.70	(\$20,771.43)
Net Income	\$25,665.14	\$39,760.38



CITY OF DOUGLAS

Community Service Grant "Aid to Others" Quarterly Report - Fiscal Year 2026

The quarterly report is a requirement of your continued Community Service Grant funding per your Community Service Grant agreement. Failure to provide this report may result in no disbursement of funds. You may complete this financial section or attach your own financial statement. This information will be shared with City Council as part of a regular Council meeting. Submit completed quarterly reports with attachments (if applicable) to the Administrative Services Department.

1. Organization/Company Name: CCSD1/Douglas Rec Center		2. Phone Number: 307-358-4231
3. Complete Address: 1703 Hamilton Street (mailing: 615 Hamilton Street) Douglas, WY 82633		
4. Email Address: bdewitt@ccsd1.org		
5. Report for Quarter (check one): Ending March 31 ☐ Ending June 30 ☐ Ending September 30 ☐ Ending December 31 ☒		
6. Number of People Served for Quarter: 127	7. Total Income: \$7,490.90	8. Total Expenditures: \$6,248.99
9. Please list activities, events, completed goals, or other such information for the quarter you are reporting on (attach additional page(s) if necessary): 3/4 Grade Complete, Registration for 5/6 Grade Basketball, BJJ November complete, We had some swim lessons over the holiday break, the fees are not included. This is a fairly slow time for Rec Activities.		
10. Please list any other information you would like Douglas City Council to be aware of.		

CERTIFICATION AND SIGNATURE

I hereby certify the above information to be true and correct to the best of my knowledge.

Christine Sanderson

AUTHORIZED SIGNATURE

Christine Sanderson

PRINTED NAME

01/15/2026

DATE OF REPORT

TO BE COMPLETED BY CITY

Date Received:	Reviewed By:
	Report Complete? YES ☐ NO ☐

2026 Fiscal Year October 1 - December 31, 2026

	Income	Expenses	
Football		\$ 181.99	
			\$ (181.99)
Legion Baseball			
Verizon Charges		\$ 40.00	
			\$ (40.00)
Basketball (late 3/4) 5/6 Grades			
Registrations	\$ 2,575.55		
Referee's (3/4)		\$ 910.00	
Supplies		\$ 16.49	
			\$ 1,649.06
Free Community Activities			
BBQ		\$ 385.43	
Halloween		\$ 1,426.19	
Strides		\$ 157.55	
Christmas (not complete)		\$ 5.59	
			\$ (1,974.76)
Bazillion Jui Jujitsu - November			
Income	\$ 4,465.35		
Instructor Fess		\$ 3,125.75	
			\$ 1,339.60
Swim Lessons			
Income	\$ 450.00		
Instructor Fees		\$ -	
			\$ 450.00
Total Program Income			
Yarkstik - Coaches Background Checks			\$ (20.00)
	\$ 7,490.90	\$ 6,248.99	\$ 1,241.91
Scholarships	11	Totaling \$835.00	
Coaching Incentives	5	Totaling \$87.50	
Program Participation	127		



Re: WSI

From Alesha Raba <araba@ccsd1.org>

Date Thu 1/15/2026 3:26 PM

To Christine Sanderson <Csanderson@ccsd1.org>

It looks like there were no WSI wages paid during that quarter.

From: Christine Sanderson <Csanderson@ccsd1.org>

Sent: Thursday, January 15, 2026 2:51 PM

To: Alesha Raba <araba@ccsd1.org>

Subject: WSI

Can you tell me wages paid to WSI from 10/1/25 to 12/31/25. I cannot see wages. This is for the City Funding Report.



Christine Sanderson

Recreation Secretary

Douglas Recreation Center

1703 Hamilton St.

Douglas, WY 82633

(307) 358 - 4231

csanderson@ccsd1.org

# Given	Oct 1 - Dec 31 Scholarships	
1	2026 5/6th Grade Basketball	\$35.00
2	2025 Hockey Fundamentals	\$35.00
3	2026 5/6th Grade Basketball	\$35.00
4	2025 DRC November Brazilian Jiu-Jitsu > 2025 November Brazilian Jiu-Jitsu 10 & Up/Adults	\$125.00
5	2026 5/6th Grade Basketball	\$35.00
6	2026 5/6th Grade Basketball	\$35.00
7	2025 Hockey Fundamentals	\$35.00
8	2025 DRC November Brazilian Jiu-Jitsu > 2025 November Brazilian Jiu-Jitsu 5-9 Years Old	\$125.00
9	2025 DRC November Brazilian Jiu-Jitsu > 2025 November Brazilian Jiu-Jitsu 10 & Up/Adults	\$125.00
10	2025 DRC November Brazilian Jiu-Jitsu > 2025 November Brazilian Jiu-Jitsu 5-9 Years Old	\$125.00
11	2025 DRC November Brazilian Jiu-Jitsu > 2025 November Brazilian Jiu-Jitsu 5-9 Years Old	\$125.00
12	2026 5/6th Grade Basketball	\$17.50
13	2026 5/6th Grade Basketball	\$17.50
14	2026 5/6th Grade Basketball	\$17.50
15	2026 5/6th Grade Basketball	\$17.50
16	2026 5/6th Grade Basketball	\$17.50
Total Dollar Amount		\$922.50

Coaching

<u>Entry Date</u>	<u>Description</u>	<u>JR</u>	<u>Reference Number</u>	<u>Invoice / Cost Center</u>	<u>Purchase Order</u>	<u>Vendor ID/Name</u>	<u>Budgeted Amount</u>	<u>Debit Amount</u>	<u>Credit Amount</u>	<u>Outstanding</u>	<u>Account Balance</u>
Account Group: RECML24											
REC Mill 24											
REC LEGION BASEBALL Total:							25,000.00	0.00	3,550.00	0.00	3,550.00
Budget Balance							21,450.00				
Revenue Total:							3,062,000.00	330,874.66	1,772,914.51	0.00	1,442,039.85
Budget Balance							1,619,960.15				
24 000 4300 123 026 FOOTBALL - TEMP SALARIES							*Previous Balance	2,000.00	840.00		840.00
FOOTBALL - TEMP SALARIES Total:								2,000.00	840.00	0.00	840.00
Budget Balance								1,160.00			
24 000 4300 123 064 SALARIES NON CERTIFIED							*Previous Balance		105.00		105.00
SALARIES NON CERTIFIED Total:								0.00	105.00	0.00	105.00
Budget Balance								(105.00)			
24 000 4300 123 087 SALARIES NON CERTIFIED							*Previous Balance	3,500.00	10,146.48	170.00	9,976.48
SALARIES NON CERTIFIED Total:								3,500.00	10,146.48	170.00	9,976.48
Budget Balance								(6,476.48)		0.00	
24 000 4300 311 000 INSTRUCTIONAL SERVICES							*Previous Balance	115,000.00			0.00
INSTRUCTIONAL SERVICES Total:								115,000.00	0.00	0.00	0.00
Budget Balance								115,000.00			
24 000 4300 312 000 INSTR. PROGRAM IMPRO. SERVICES							*Previous Balance				0.00
11/11/2025	REC FUNDING 25-26	CD	24 5503	REC FUNDING 25-26		CONVEWAVES CONVERSE CO WAVES SWMM CLUB, INC		10,000.00			
11/11/2025	REC FUNDING 25-26	CD	24 5506	REC FUNDING 25-26		DOUGLA17 DOUGLAS WRESTLING CLUB		10,000.00			
12/05/2025	REC FUNDING	PO			CEN260187	WYOMING STATE FAIR				50,000.00	
12/09/2025	FY 25-26 REC FUNDING	CD	24 5529	REC FUNDING FY 25-26		BOYSGIRLS1 BOYS & GIRLS CLUB/DOUGLAS		25,000.00			
12/09/2025	FY 25-26 REC FUNDING	CD	24 5534	REC FUNDING FY 25-26		DOUGLASCO1 DOUGLAS COMMUNITY CLUB		25,000.00			
12/09/2025	REC FUNDING FY 25-26	CD	24 5536	FY25-26 REC FUNDING		DOUGLATRAV DOUGLAS TRAVEL BASEBALL		5,000.00			
12/09/2025	FY25-26 FUNDING	CD	24 5545	FY25-26 REC FUNDING		DOUGLALIT DOUGLAS LITTLE LEAGUE		15,500.00			
24 000 4300 312 000 INSTR. PROGRAM IMPRO. SERVICES							*Current Activity	90,500.00		50,000.00	140,500.00
INSTR. PROGRAM IMPRO. SERVICES Total:								0.00	90,500.00	0.00	140,500.00
Budget Balance								(140,500.00)			
24 000 4300 313 000 LABOR LUNCHES							*Previous Balance	1,000.00	118.75		118.75
08/22/2025	Labor Lunches	PO			REC260125	CCSD#1 - FOOD SERVICE				1,538.75	
11/11/2025	Labor Lunches	CD	24 5500	OCT-25 REC	REC260125	CCSD1F CCSD#1 - FOOD SERVICE		95.00			
24 000 4300 313 000 LABOR LUNCHES							*Current Activity	95.00		1,538.75	1,633.75
LABOR LUNCHES Total:								1,000.00	213.75	0.00	1,752.50
Budget Balance								(752.50)			
24 000 4300 319 000 Other Professional Services							*Previous Balance	2,000.00	815.29		815.29
Other Professional Services Total:								2,000.00	815.29	0.00	815.29
Budget Balance								1,184.71			
24 000 4300 319 026 FOOTBALL - PROFESSIONAL SERV							*Previous Balance				0.00
11/11/2025	DRC 5/6 Grade Football Referee September	CD	24 5504	10/10/25	REC260169	COWANDEV COWEN DEVLYN		35.00			
11/11/2025	DRC 5/6 Grade Football Referee September	CD	24 5504	10/10/25	REC260169	COWANDEV COWEN DEVLYN		35.00			
11/11/2025	DRC 5/6 Grade Football Referee September	CD	24 5504	10/10/25	REC260169	COWANDEV COWEN DEVLYN		35.00			

Entry Date	Description	JR	Reference Number	Invoice / Cost Center	Purchase Order	Vendor ID/Name	Budgeted Amount	Debit Amount	Credit Amount	Outstanding	Account Balance
Account Group: RECML24		REC MIII 24									
11/11/2025	DRC 5/6 Grade Football Referee September	CD	24 5504	10/10/25	REC260169	COWANDEV COWEN DEVLYN		35.00			
11/11/2025	DRC 5/6 Grade Football Referee September	CD	24 5504	10/10/25	REC260169	COWANDEV COWEN DEVLYN		35.00			
11/11/2025	DRC 3/4 Grade Football Referee September	CD	24 5504	10/10/25	REC260169	COWANDEV COWEN DEVLYN		35.00			
11/11/2025	DRC 3/4 Grade Football Referee September	CD	24 5504	10/10/25	REC260169	COWANDEV COWEN DEVLYN		35.00			
11/11/2025	DRC 3/4 Grade Football Referee September	CD	24 5504	10/10/25	REC260169	COWANDEV COWEN DEVLYN		35.00			
11/11/2025	DRC 3/4 Grade Football Referee September	CD	24 5504	10/10/25	REC260169	COWANDEV COWEN DEVLYN		35.00			
11/11/2025	DRC 5/6 Grade Football Referee September	CD	24 5510	10/10/25	REC260168	HARTINCHA HARTING CHANCE		35.00			
11/11/2025	DRC 5/6 Grade Football Referee September	CD	24 5510	10/10/25	REC260168	HARTINCHA HARTING CHANCE		35.00			
11/11/2025	DRC 5/6 Grade Football Referee September	CD	24 5510	10/10/25	REC260168	HARTINCHA HARTING CHANCE		35.00			
11/11/2025	DRC 5/6 Grade Football Referee September	CD	24 5510	10/10/25	REC260168	HARTINCHA HARTING CHANCE		35.00			
11/11/2025	DRC 5/6 Grade Football Referee September	CD	24 5510	10/10/25	REC260168	HARTINCHA HARTING CHANCE		35.00			
11/11/2025	DRC 5/6 Grade Football Referee September	CD	24 5510	10/10/25	REC260168	HARTINCHA HARTING CHANCE		35.00			
11/11/2025	DRC 3/4 Grade Football Referee September	CD	24 5510	10/10/25	REC260168	HARTINCHA HARTING CHANCE		35.00			
11/11/2025	DRC 3/4 Grade Football Referee September	CD	24 5510	10/10/25	REC260168	HARTINCHA HARTING CHANCE		35.00			
11/11/2025	DRC 3/4 Grade Football Referee September	CD	24 5510	10/10/25	REC260168	HARTINCHA HARTING CHANCE		35.00			
24 000 4300 319 026		FOOTBALL - PROFESSIONAL SERV				*Current Activity		630.00			630.00
		FOOTBALL - PROFESSIONAL SERV Total:					0.00	630.00	0.00	0.00	630.00
						Budget Balance	(630.00)				
24 000 4300 319 027		BASKETBALL - PROFESSIONAL SERV				*Previous Balance					0.00
12/09/2025	DRC 3/4 Grade Basketball Ref 10/21/25 @	CD	24 5538	11/19/25	REC260196	PETERSCOL PETERSON COLTON		70.00			
12/09/2025	DRC 3/4 Grade Basketball Ref 10/28/25 @	CD	24 5538	11/19/25	REC260196	PETERSCOL PETERSON COLTON		70.00			
12/09/2025	DRC 3/4 Grade Basketball Ref 11/04/25 @	CD	24 5538	11/19/25	REC260196	PETERSCOL PETERSON COLTON		70.00			
12/09/2025	DRC 3/4 Grade Basketball Ref 11/11/25 @	CD	24 5538	11/19/25	REC260196	PETERSCOL PETERSON COLTON		70.00			
12/09/2025	DRC 3/4 Grade Basketball Ref 10/23/25 @	CD	24 5538	11/19/25	REC260196	PETERSCOL PETERSON COLTON		35.00			
12/09/2025	DRC 3/4 Grade Basketball Ref 10/30/25 @	CD	24 5538	11/19/25	REC260196	PETERSCOL PETERSON COLTON		35.00			
12/09/2025	DRC 3/4 Grade Basketball Ref 11/06/25 @	CD	24 5538	11/19/25	REC260196	PETERSCOL PETERSON COLTON		35.00			
12/09/2025	DRC 3/4 Grade Basketball Ref 11/13/25 @	CD	24 5538	11/19/25	REC260196	PETERSCOL PETERSON COLTON		35.00			
12/09/2025	DRC 3/4 Grade Basketball Ref 11/20/25 @	CD	24 5538	11/19/25	REC260196	PETERSCOL PETERSON COLTON		35.00			
12/09/2025	2025 3/4 Grade Basket Referee 11/4/25 @	CD	24 5540	11/20/25	REC260194	RICKSGAR RICKS GARRETT		70.00			
12/09/2025	2025 3/4 Grade Basket Referee 11/11/25 @	CD	24 5540	11/20/25	REC260194	RICKSGAR RICKS GARRETT		70.00			
12/09/2025	2025 3/4 Grade Basket Referee 10/30/25 @	CD	24 5540	11/20/25	REC260194	RICKSGAR RICKS GARRETT		35.00			

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1st quarter

Entry Date	Description	JR	Reference Number	Invoice / Cost Center	Purchase Order	Vendor ID/Name	Budgeted Amount	Debit Amount	Credit Amount	Outstanding	Account Balance
Account Group: RECML24		REC Mill 24									
12/09/2025	2025 3/4 Grade Basket Referee @	11/6/25	CD	24 5540	11/20/25	REC260194 RICKSGAR RICKS GARRETT		35.00			
12/09/2025	2025 3/4 Grade Basket Referee	11/13/25	CD	24 5540	11/20/25	REC260194 RICKSGAR RICKS GARRETT		35.00			
12/09/2025	2025 3/4 Grade Basket Referee	11/20/25	CD	24 5540	11/20/25	REC260194 RICKSGAR RICKS GARRETT		35.00			
12/09/2025	DRC 3/4 Grade Basketball Ref 11/28, 2025		CD	24 5542	11/19/2025	REC260195 STEWARWIL STEWART WILLIAM CODY		70.00			
12/09/2025	DRC 3/4 Grade Basketball/ Ref 10/23, 2025		CD	24 5542	11/19/2025	REC260195 STEWARWIL STEWART WILLIAM CODY		35.00			
12/09/2025	DRC 3/4 Grade Basketball Ref 10/30/25, 2		CD	24 5542	11/19/2025	REC260195 STEWARWIL STEWART WILLIAM CODY		35.00			
12/09/2025	DRC 3/4 Grade Basketball Ref 11/6/25, 20		CD	24 5542	11/19/2025	REC260195 STEWARWIL STEWART WILLIAM CODY		35.00			
24 000 4300 319 027		BASKETBALL - PROFESSIONAL SERV		*Current Activity				910.00			910.00
		BASKETBALL - PROFESSIONAL SERV Total:					0.00	910.00	0.00	0.00	910.00
				Budget Balance			(910.00)				
24 000 4300 319 064		SOCCER - PROFESSIONAL SERV		*Previous Balance				105.00			105.00
11/11/2025	DRC Fall Soccer U10 Referee September 27		CD	24 5499	10/10/25	REC260165 BOGGSJAC BOGGS JACKSON		35.00			
11/11/2025	DRC Fall Soccer U10 Referee October 4th		CD	24 5499	10/10/25	REC260165 BOGGSJAC BOGGS JACKSON		70.00			
11/11/2025	DRC Fall Soccer U13 Referee September 13		CD	24 5499	10/10/25	REC260165 BOGGSJAC BOGGS JACKSON		70.00			
11/11/2025	DRC Fall Soccer U10 Referee September 13		CD	24 5508	10/10/25	REC260164 ENGLEMCK ENGLE MCKENZIE		70.00			
11/11/2025	DRC Fall Soccer U10 Referee September 27		CD	24 5508	10/10/25	REC260164 ENGLEMCK ENGLE MCKENZIE		35.00			
11/11/2025	DRC Fall Soccer U10 Referee September 27		CD	24 5512	10/10/25	REC260166 POWERSSTE POWERS STEPHENIE		35.00			
11/11/2025	DRC Fall Soccer U13 Referee September 13		CD	24 5512	10/10/25	REC260166 POWERSSTE POWERS STEPHENIE		35.00			
11/11/2025	DRC Fall Soccer U13 Referee September 20		CD	24 5512	10/10/25	REC260166 POWERSSTE POWERS STEPHENIE		35.00			
11/11/2025	DRC Fall Soccer U13 Referee October 4th		CD	24 5512	10/10/25	REC260166 POWERSSTE POWERS STEPHENIE		35.00			
11/11/2025	DRC Fall Soccer U10 Referee September 13		CD	24 5515	10/10/25	REC260163 STEELEKEA STEELE KEATON		70.00			
11/11/2025	DRC Fall Soccer U10 Referee September 20		CD	24 5515	10/10/25	REC260163 STEELEKEA STEELE KEATON		70.00			
11/11/2025	DRC Fall Soccer U13 Referee September 27		CD	24 5515	10/10/25	REC260163 STEELEKEA STEELE KEATON		35.00			
11/11/2025	DRC Fall Soccer U10 Referee October 4 @		CD	24 5515	10/10/25	REC260163 STEELEKEA STEELE KEATON		35.00			
11/11/2025	DRC Fall Soccer U10 Referee October 4th		CD	24 5520	10/10/25	REC260167 WILSONSAW WILSON SAWYER		70.00			
24 000 4300 319 064		SOCCER - PROFESSIONAL SERV		*Current Activity				700.00			700.00
		SOCCER - PROFESSIONAL SERV Total:					0.00	805.00	0.00	0.00	805.00
				Budget Balance			(805.00)				
24 000 4300 319 084		OTHER PROFESSIONAL SERVICES		*Previous Balance							0.00
11/11/2025	REC BJJ Class		CD	24 5507	11/04/25	DUTCHECHR DUTCHER CHRISTOPHER		3,125.75			
24 000 4300 319 084		OTHER PROFESSIONAL SERVICES		*Current Activity				3,125.75			3,125.75
		OTHER PROFESSIONAL SERVICES Total:					0.00	3,125.75	0.00	0.00	3,125.75
				Budget Balance			(3,125.75)				
24 000 4300 319 086		SOFTBALL - PROFESSIONAL SERVICES		*Previous Balance							0.00
		SOFTBALL - PROFESSIONAL SERVICES Total:					0.00	0.00	0.00	0.00	0.00
				Budget Balance							
24 000 4300 319 087		LEGION BASEBALL - PROF SERV		*Previous Balance				9,477.20			9,477.20

B Ball
ref

~~Soccer~~
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1st quarter

Entry Date	Description	JR	Reference Number	Invoice / Cost Center	Purchase Order	Vendor ID/Name	Budgeted Amount	Debit Amount	Credit Amount	Outstanding	Account Balance
Account Group: RECML24 REC MIII 24											
LEGION BASEBALL - PROF SERV Total:							0.00	9,477.20	0.00	0.00	9,477.20
Budget Balance							(9,477.20)				
24 000 4300 323 000	REPAIRS AND MAINTENANCE					*Previous Balance	146,500.00	57,548.80			57,548.80
05/07/2025	DHS	PO			MTC250424	BLEACHERS RESTORATION OF COLORADO				29,006.00	
05/07/2025	Bearcat Den	PO			MTC250424	BLEACHERS RESTORATION OF COLORADO				74,619.00	
06/10/2025	Rec Center Roof Top HVAC unit in default - Chance Labor	PO			REC260001	SHEET METAL SPECIALTIES, INC.				420.00	
06/10/2025	Kurt Labor	PO			REC260001	SHEET METAL SPECIALTIES, INC.				210.00	
08/22/2025	Reparit Parts for the steamer	PO			REC260128	BARGREEN-ELLINGSON SUPPLY & DESIGN				44.31	
08/22/2025	shipping	PO			REC260128	BARGREEN-ELLINGSON SUPPLY & DESIGN				25.00	
11/11/2025	NO Work order - Troubleshoot Pool Scoreb	CD	24 5495	56397	REC260162	ARROW ARROW ELECTRIC, INC		243.80			
11/11/2025	Trouble shoot why lights were not workin	CD	24 5495	56579	REC260181	ARROW ARROW ELECTRIC, INC		90.00			
11/11/2025	Pool Repair 1/2 Pt cleaner, PVC Tee, PVC	CD	24 5498	9051411	REC260180	BLOEDORNLU BLOEDORN LUMBER-DOUGLAS		19.27			
11/11/2025	Pool Repaid PVC True Union Ball Valve	CD	24 5501	4161	REC260179	CHALKBUTT2 CHALK BUTTES LANDSCAPING, INC		55.29			
11/11/2025	Little League Fields 9/27/25 Fertilizer	CD	24 5518	4-09/27/2025	REC260176	TRUGRE TRU GREEN		375.00			
24 000 4300 323 000	REPAIRS AND MAINTENANCE					*Current Activity		783.36		104,324.31	105,107.67
REPAIRS AND MAINTENANCE Total:							146,500.00	58,332.16	0.00	104,324.31	162,656.47
Budget Balance							(16,156.47)				
24 000 4300 332 000	TRAVEL COSTS					*Previous Balance	10,000.00	3,839.48			3,839.48
11/21/2025	Best Western Sheridan	CD	24 5525	NOV 25 5064	REC260191	VISAREC VISA/CONVERSE COUNTY BANK - REC CARDS			35.88		
12/09/2025	1/2 AD CONF HOTEL	CD	24 5531	11/21/2025		CCSD1G CCSD#1-GENERAL FUND		397.64			
12/09/2025	AD CONFERENCE IN TAMPA	CD	24 5533	12-12-25 PER DIEM		DEWTTBRA DEWITT BRAD		377.86			
12/19/2025	Travel Guard United - N.Dewitt to Orlan	CD	24 5550	DEC 25 3127	REC260207	VISAREC VISA/CONVERSE COUNTY BANK - REC CARDS		22.71			
12/19/2025	United Airlines - NDeWitt to Orlando for	CD	24 5550	DEC 25 3127	REC260207	VISAREC VISA/CONVERSE COUNTY BANK - REC CARDS		336.96			
12/19/2025	United Airlines - seat upgrade	CD	24 5550	DEC 25 3127	REC260207	VISAREC VISA/CONVERSE COUNTY BANK - REC CARDS		49.44			
12/19/2025	United Airlines - seat upgrade	CD	24 5550	DEC 25 3127	REC260207	VISAREC VISA/CONVERSE COUNTY BANK - REC CARDS		49.44			
12/19/2025	NIAA Membership N.DeWitt	CD	24 5550	DEC 25 3127	REC260207	VISAREC VISA/CONVERSE COUNTY BANK - REC CARDS		395.00			
24 000 4300 332 000	TRAVEL COSTS					*Current Activity		1,629.05	35.88		1,593.17
TRAVEL COSTS Total:							10,000.00	5,468.53	35.88	0.00	5,432.65
Budget Balance							4,567.35				
24 000 4300 332 052	AAU VOLLEYBALL - TRAVEL					*Previous Balance					0.00
AAU VOLLEYBALL - TRAVEL Total:							0.00	0.00	0.00	0.00	0.00
Budget Balance											
24 000 4300 332 087	LEGION BASEBALL - TRAVEL					*Previous Balance		23,446.45	1,156.00		22,290.45
LEGION BASEBALL - TRAVEL Total:							0.00	23,446.45	1,156.00	0.00	22,290.45
Budget Balance							(22,290.45)				
24 000 4300 341 000	Postage					*Previous Balance					0.00
Postage Total:							0.00	0.00	0.00	0.00	0.00

Entry Date	Description	JR	Reference Number	Invoice / Cost Center	Purchase Order	Vendor ID/Name	Budgeted Amount	Debit Amount	Credit Amount	Outstanding	Account Balance
Account Group: RECML24		REC Mill 24									
24 000 4300 350 000	PRINTING/ADVERTISING					*Previous Balance	2,000.00	2,299.25			2,299.25
11/11/2025	REC copier B/W print charges	CD	24 5513	5072221038		RICOH RICOH USA INC		9.33			
11/11/2025	REC copier COLOR print charges	CD	24 5513	5072221038		RICOH RICOH USA INC		29.11			
11/21/2025	REC copier B/W print charges	CD	24 5524	5072362861		RICOH RICOH USA INC		5.18			
11/21/2025	REC copier COLOR print charges	CD	24 5524	5072362861		RICOH RICOH USA INC		18.67			
24 000 4300 350 000	PRINTING/ADVERTISING					*Current Activity		62.29			62.29
	PRINTING/ADVERTISING Total:						2,000.00	2,361.54	0.00	0.00	2,361.54
						Budget Balance	(361.54)				
24 000 4300 383 000	LIABILITY AND E & O INSURANCE					*Previous Balance	5,500.00				0.00
	LIABILITY AND E & O INSURANCE Total:						5,500.00	0.00	0.00	0.00	0.00
							5,500.00				
24 000 4300 410 000	SUPPLIES-Recreation & Rec.Park					*Previous Balance	35,000.00	11,478.27	360.16		11,118.11
07/01/2025	Yearly PO for CO2 for the Rec Pool	PO			REC260034	ADVANCED CO2 SYSTEMS, LLC				92.85	
07/01/2025	Yearly PO for Fuel Surcharges	PO			REC260034	ADVANCED CO2 SYSTEMS, LLC				66.00	
07/08/2025	5 FOUR-TIER ASI HALLWAY STYLE LOCKER 4 TIERS= 20 OPENINGS 12" X 16" X 72" WITH 6" CLOSED BASE LEGS FLAT TOPS RECESSED HANDLES NO FINISHED END PANELS (SIDES WILL BE UNFINISHED AND ALMOND IN COLOR) NUMBER PLATES 1-20 COLOR: BLUE FROST 1 GROUP OF 3 and 1 GROUP OF 2 SHIPPING ASSEMBLED WITHOUT LIFT GATE NON-RETURNABLE NON-REFUNDABLE	PO			REC260071	SCHOOL FIX				2,001.44	
07/08/2025	shipping and handling	PO			REC260071	SCHOOL FIX				674.99	
07/08/2025	Yearly PO for Pool Chemicals and Reagents	PO			REC260072	HAWKINS, INC				12,567.61	
08/07/2025	New DRC Staff Shirts	PO			REC260112	WYO THREADS LLC				115.00	
08/14/2025	CCSD1 Athletics CPR/First Aid	PO			REC260119	AMERICAN RED CROSS/CHICAGO				1,200.00	
09/12/2025	SAMS Membership	PO			CEN260115	VISA/CONVERSE COUNTY BANK - BUSINESS OFF CARDS				42.90	
11/06/2025	Mouse traps and repellant	PO			REC260189	DOUGLAS HARDWARE				50.00	
11/11/2025	Yearly PO for CO2 for the Rec Pool	CD	24 5492	BW26362	REC260034	ADVANCCO2 ADVANCED CO2 SYSTEMS, LLC		146.28			
11/11/2025	Yearly PO for Delivery Charges	CD	24 5492	BW26362	REC260034	ADVANCCO2 ADVANCED CO2 SYSTEMS, LLC		9.45			
11/11/2025	Yearly PO for Hazmat for Rec Pool	CD	24 5492	BW26362	REC260034	ADVANCCO2 ADVANCED CO2 SYSTEMS, LLC		7.35			
11/11/2025	Yearly PO for Fuel Surcharges	CD	24 5492	BW26362	REC260034	ADVANCCO2 ADVANCED CO2 SYSTEMS, LLC		6.00			
11/11/2025	Carabiners	CD	24 5493	1LNH-MKGY- 64TG	REC260160	AMAZON1 AMAZON PAY BY INVOICE		52.56			
11/11/2025	SHIPPING	CD	24 5493	1MD4-6PY1- 77WM		AMAZON1 AMAZON PAY BY INVOICE		6.99			
11/11/2025	Clorox Wipes	CD	24 5493	1MD4-6PY1- 77WM	REC260172	AMAZON1 AMAZON PAY BY INVOICE		49.72			
11/11/2025	Acrylic Wall Sign Holder	CD	24 5493	1MD4-6PY1- 77WM	REC260172	AMAZON1 AMAZON PAY BY INVOICE		23.99			

Entry Date	Description	JR	Reference Number	Invoice / Cost Center	Purchase Order	Vendor ID/Name	Budgeted Amount	Debit Amount	Credit Amount	Outstanding	Account Balance
Account Group: RECML24 REC Mill 24											
11/11/2025	CPR/First Aid for Transportation - Colli	CD	24 5494	22986996	REC260184	AMERIC17 AMERICAN RED CROSS/CHICAGO		120.00			
11/11/2025	Rugs for the Rec Center	CD	24 5505	INV-0001164	REC260152	CREATISTE CREATIVE STEP, INC		3,330.00			
11/11/2025	Yearly PO for Pool Chemicals and Reagent	CD	24 5511	7236246	REC260072	HAWKINS HAWKINS, INC		700.32			
11/11/2025	IPAIDS CONCESSIONS	CD	24 5519	NOV 25		VERIZON VERIZON		77.27			
11/11/2025	New DRC Staff Shirts	CD	24 5521	169	REC260112	WYOTHR WYO THREADS LLC		135.00			
11/14/2025	Name Tags for Rec Basektball, Steno Note Pads, Day Planners 2026	PO			REC260193	AMAZON PAY BY INVOICE				53.44	
12/09/2025	Yearly PO for CO2 for the Rec Pool	CD	24 5526	BW26668	REC260034	ADVANCCO2 ADVANCED CO2 SYSTEMS, LLC		259.44			
12/09/2025	Yearly PO for Delivery Charges	CD	24 5526	BW26668	REC260034	ADVANCCO2 ADVANCED CO2 SYSTEMS, LLC		9.45			
12/09/2025	Yearly PO for Hazmat for Rec Pool	CD	24 5526	BW26668	REC260034	ADVANCCO2 ADVANCED CO2 SYSTEMS, LLC		7.35			
12/09/2025	Yearly PO for Fuel Surcharges	CD	24 5526	BW26668	REC260034	ADVANCCO2 ADVANCED CO2 SYSTEMS, LLC		6.00			
12/09/2025	Yearly PO for CO2 for the Rec Pool	CD	24 5526	BW26769	REC260034	ADVANCCO2 ADVANCED CO2 SYSTEMS, LLC		190.44			
12/09/2025	Yearly PO for Delivery Charges	CD	24 5526	BW26769	REC260034	ADVANCCO2 ADVANCED CO2 SYSTEMS, LLC		9.45			
12/09/2025	Yearly PO for Hazmat for Rec Pool	CD	24 5526	BW26769	REC260034	ADVANCCO2 ADVANCED CO2 SYSTEMS, LLC		7.35			
12/09/2025	Yearly PO for Fuel Surcharges	CD	24 5526	BW26769	REC260034	ADVANCCO2 ADVANCED CO2 SYSTEMS, LLC		6.00			
12/09/2025	Logitech C920x HD Pro PC Webcam with Mic	CD	24 5527	1RGG-M1FH-1FQ3	REC260186	AMAZON1 AMAZON PAY BY INVOICE		59.99			
12/09/2025	Sandwich Boards, disinfectant, drawer la	CD	24 5527	1V6R-VKVX-179R	REC260190	AMAZON1 AMAZON PAY BY INVOICE		549.44			
12/09/2025	CCSD1 Central Administation CPR/First Ai	CD	24 5528	22979971	REC260121	AMERIC17 AMERICAN RED CROSS/CHICAGO		440.00			
12/09/2025	Mouse Traps, blueboard and pouches	CD	24 5535	374586	REC260198	DOUGLAHAR DOUGLAS HARDWARE		68.69			
12/09/2025	IPAIDS CONCESSIONS	CD	24 5543	DEC 25		VERIZON VERIZON		77.27			
12/09/2025	Apparel for REC Staff	CD	24 5544	286	REC260192	WYOTHR WYO THREADS LLC		1,366.00			
12/19/2025	CPR & 1st Aide equipment - district wide	CD	24 5551	DEC 25 7708		VISASUPT VISA/CONVERSE COUNTY BANK - SUPT CARDS		54.64			
24 000 4300 410 000	SUPPLIES-Recreation & Rec.Park				*Current Activity			7,776.44		16,864.23	24,640.67
	SUPPLIES-Recreation & Rec.Park Total:						35,000.00	19,254.71	360.16	16,864.23	35,758.78
					Budget Balance		(758.78)				
24 000 4300 410 026	FOOTBALL - SUPPLIES				*Previous Balance			452.30			452.30
07/01/2025	Goal Posts for Flag Football	PO			REC260027	AMAZON PAY BY INVOICE				173.98	
12/09/2025	4.0 Inch Six bit all Red sports clock	CD	24 5527	1CGQ-GWLL-1GGW	REC260188	AMAZON1 AMAZON PAY BY INVOICE		175.00			
12/09/2025	shipping	CD	24 5527	1CGQ-GWLL-1GGW	REC260188	AMAZON1 AMAZON PAY BY INVOICE		6.99			
24 000 4300 410 026	FOOTBALL - SUPPLIES				*Current Activity					173.98	355.97
	FOOTBALL - SUPPLIES Total:						0.00	634.29	0.00	173.98	808.27
					Budget Balance		(808.27)				
24 000 4300 410 027	BASKETBALL - SUPPLIES				*Previous Balance			909.04			909.04
12/19/2025	Goldfish for DRC basketball	CD	24 5549	806469-11/18/25	REC260197	SAFEWAY SAFEWAY INC.		16.49			
24 000 4300 410 027	BASKETBALL - SUPPLIES				*Current Activity			16.49			16.49
	BASKETBALL - SUPPLIES Total:						0.00	925.53	0.00	0.00	925.53

Entry Date	Description	JR	Reference Number	Invoice / Cost Center	Purchase Order	Vendor ID/Name	Budgeted Amount	Debit Amount	Credit Amount	Outstanding	Account Balance
Account Group: RECML24		REC Mill 24									
24 000 4300 410 033 VOLLEYBALL - SUPPLIES							Budget Balance	(925.53)			
							*Previous Balance		160.00		160.00
VOLLEYBALL - SUPPLIES Total:								0.00	160.00	0.00	160.00
24 000 4300 410 052 AAU VOLLEYBALL - SUPPLIES							Budget Balance	(160.00)			
							*Previous Balance				0.00
AAU VOLLEYBALL - SUPPLIES Total:								0.00	0.00	0.00	0.00
24 000 4300 410 064 SOCCER - SUPPLIES							Budget Balance		1,127.89		1,127.89
SOCCER - SUPPLIES Total:								0.00	1,127.89	0.00	1,127.89
24 000 4300 410 084 OTHER PROGRAMMING - SUPPLIES							Budget Balance	(1,127.89)			
							*Previous Balance	20,000.00	4,340.03	1,477.00	2,863.03
11/11/2025	Halloween Party Supplies, Icee Pop Rocks	CD	24 5493	1CTP-PFV7-6NKKY	REC260156	AMAZON1 AMAZON PAY BY INVOICE		223.88			
11/11/2025	Strides Awards Gift Cards: 28 - \$50, 15	CD	24 5497	J7EZ854GN5SF8	REC260158	BLENDCOF BLEND COFFEE & CO		1,910.00			
11/11/2025	Balance Due after Overpayment Recovered	CD	24 5516	10/10/2025	REC260099	TJPN T&J PENROSE HOLDINGS LLC		385.43			
11/11/2025	Halloween Event Shirts	CD	24 5521	240	REC260151	WYOTHR WYO THREADS LLC		150.50			
11/21/2025	Anypro - Flashlights for Halloween Event	CD	24 5525	NOV 25 5064	REC260191	VISAREC VISA/CONVERSE COUNTY BANK - REC CARDS		374.10			
11/21/2025	4 Imprint - Basketballs for Halloween Ev	CD	24 5525	NOV 25 5064	REC260191	VISAREC VISA/CONVERSE COUNTY BANK - REC CARDS		677.71			
11/21/2025	Oura Ring- Amelie Gray Strides Winner	CD	24 5525	NOV 25 5064	REC260191	VISAREC VISA/CONVERSE COUNTY BANK - REC CARDS		381.45			
12/09/2025	DRC Christmas Event Supplies	CD	24 5527	1V1Y-T7CV-13J6	REC260199	AMAZON1 AMAZON PAY BY INVOICE		5.29			
24 000 4300 410 084 OTHER PROGRAMMING - SUPPLIES							*Current Activity		4,108.35		4,108.35
OTHER PROGRAMMING - SUPPLIES Total:								20,000.00	8,448.38	1,477.00	6,971.38
24 000 4300 410 085 BASEBALL - SUPPLIES							Budget Balance	13,028.62			
							*Previous Balance		9.00		9.00
BASEBALL - SUPPLIES Total:								0.00	9.00	0.00	9.00
24 000 4300 410 086 SOFTBALL - SUPPLIES							Budget Balance	(9.00)			
							*Previous Balance		608.90		608.90
SOFTBALL - SUPPLIES Total:								0.00	608.90	0.00	608.90
24 000 4300 410 087 LEGION BASEBALL - SUPPLIES							Budget Balance	(608.90)			
							*Previous Balance	6,000.00	47,723.21	43,194.81	4,528.40
07/01/2025	Field Crew - brooms	PO			REC260045	DOUGLAS HARDWARE					100.00
07/07/2025	State Legion A Baseball Registration Fee 07/23-25/2025	PO			REC260059	SHERIDAN AMERICAN LEGION BASEBALL, INC					500.00
11/11/2025	IPADS BASEBALL	CD	24 5519	NOV 25		VERIZON VERIZON		20.02			
12/09/2025	IPADS BASEBALL	CD	24 5543	DEC 25		VERIZON VERIZON		20.02			
24 000 4300 410 087 LEGION BASEBALL - SUPPLIES							*Current Activity		40.04		640.04
LEGION BASEBALL - SUPPLIES Total:								6,000.00	47,763.25	43,194.81	5,168.44
24 000 4300 410 088 RUGBY - SUPPLIES							Budget Balance	831.56			
							*Previous Balance				0.00
RUGBY - SUPPLIES Total:								0.00	0.00	0.00	0.00
24 000 4300 410 094 REC CENTER CUSTODIAL SUPPLIES							Budget Balance				
							*Previous Balance	15,000.00	4,557.55		4,557.55
12/09/2025	Kaivac switch	CD	24 5530	435314	MTC260197	BRUNCO BRUCO, INC		42.92			
12/09/2025	CUSTODIAL SUPPLIES	CD	24 5531	11/24/2025 CS		CCSD1G CCSD#1-GENERAL FUND		1,000.61			

Strides - 2291.45
Halloween - 1426.19
x-mas - 5.29
BBQ - 385.43

Verizon
Base Ball

Entry Date	Description	JR	Reference Number	Invoice / Cost Center	Purchase Order	Vendor ID/Name	Budgeted Amount	Debit Amount	Credit Amount	Outstanding	Account Balance
Account Group: RECML24 REC Mill 24											
24 000 4300 410 094	REC CENTER CUSTODIAL SUPPLIES					*Current Activity		1,043.53			1,043.53
	REC CENTER CUSTODIAL SUPPLIES Total:						15,000.00	5,601.08	0.00	0.00	5,601.08
						Budget Balance	9,398.92				
24 000 4300 411 000	COMPUTER SOFTWARE					*Previous Balance	3,000.00	2,681.45			2,681.45
	COMPUTER SOFTWARE Total:						3,000.00	2,681.45	0.00	0.00	2,681.45
						Budget Balance	318.55				
24 000 4300 452 000	ELECTRICITY					*Previous Balance	16,000.00	7,220.38	334.33		6,886.05
11/11/2025	ELECTRICITY	CD	24 5514	DUE 11/7/25		ROCKYMTNPW ROCKY MOUNTAIN POWER		1,106.61			
12/09/2025	ELECTRICITY	CD	24 5541	DUE 12/11/25		ROCKYMTNPW ROCKY MOUNTAIN POWER		1,106.61			
12/09/2025	ELECTRICITY	CD	24 5546	DUE 12/11/25		ROCKYMTNPW ROCKY MOUNTAIN POWER		983.61			
12/11/2025	ELECTRICITY	CD	24 5541	DUE 12/11/25		ROCKYMTNPW ROCKY MOUNTAIN POWER			1,106.61		
24 000 4300 452 000	ELECTRICITY					*Current Activity		3,196.83	1,106.61		2,090.22
	ELECTRICITY Total:						16,000.00	10,417.21	1,440.94	0.00	8,976.27
						Budget Balance	7,023.73				
24 000 4300 454 000	GASOLINE					*Previous Balance	100.00				0.00
	GASOLINE Total:						100.00	0.00	0.00	0.00	0.00
							100.00				
24 000 4300 457 000	WATER					*Previous Balance	600.00	53.29			53.29
	WATER Total:						600.00	53.29	0.00	0.00	53.29
						Budget Balance	546.71				
24 000 4300 458 000	SEWER					*Previous Balance	6,000.00				0.00
09/30/2025	Septic Pumping and Disposal Shawnee, CCSD Rural, White School, Moss Agate School	PO				REC260153 EMERY SEPTIC				1,900.00	
11/11/2025	School Port a Potty servcie - Schools, D	CD	24 5496	1059		REC260182 BHSEPTIC B&H Septic		1,080.00			
24 000 4300 458 000	SEWER					*Current Activity		1,080.00		1,900.00	2,980.00
	SEWER Total:						6,000.00	1,080.00	0.00	1,900.00	2,980.00
						Budget Balance	3,020.00				
24 000 4300 540 000	EQUIPMENT PURCHASES					*Previous Balance	2,000.00	4,473.00			4,473.00
	EQUIPMENT PURCHASES Total:						2,000.00	4,473.00	0.00	0.00	4,473.00
						Budget Balance	(2,473.00)				
24 000 4300 640 000	REC CENTER DUES & FEES					*Previous Balance	2,500.00	855.00			855.00
11/11/2025	Tandem yearly subscription July 2025- Ju	CD	24 5517	INVS-4157		REC260103 TANDEM TANDEM		1,140.00			
24 000 4300 640 000	REC CENTER DUES & FEES					*Current Activity		1,140.00			1,140.00
	REC CENTER DUES & FEES Total:						2,500.00	1,995.00	0.00	0.00	1,995.00
						Budget Balance	505.00				
24 000 5200 530 000	IMPROVEMENTS - OTHER THAN BLDG					*Previous Balance	1,700,000.00				0.00
	IMPROVEMENTS - OTHER THAN BLDG Total:						1,700,000.00	0.00	0.00	0.00	0.00
							1,700,000.00				
24 055 5200 530 000	IMPROVEMENTS - OTHER THAN BLDG					*Previous Balance		7,263.16			7,263.16
12/09/2025	Plan One Travel Exp-Locker Room Proj	CD	24 5539	2344-11/15/25-22		REC240171 PLANONE PLAN ONE ARCHTECTS INC.		1,703.56			
12/09/2025	Construction Administration Phase	CD	24 5539	2344-11/15/25-22		REC240171 PLANONE PLAN ONE ARCHTECTS INC.		1,993.50			
24 055 5200 530 000	IMPROVEMENTS - OTHER THAN BLDG					*Current Activity		3,697.06			3,697.06
	IMPROVEMENTS - OTHER THAN BLDG Total:						0.00	10,960.22	0.00	0.00	10,960.22

Entry Date	Description	JR	Reference Number	Invoice / Cost Center	Purchase Order	Vendor ID/Name	Budgeted Amount	Debit Amount	Credit Amount	Outstanding	Account Balance
Account Group: RECML24							REC Mill 24				
							Budget Balance	(10,960.22)			
Expenditure Total:							2,093,700.00	323,370.35	47,834.79	175,401.27	450,936.83
							Budget Balance	1,642,763.17			
Fund: 81 C.C.S.D.#1 RECREATION CENTER											
81 43105	REC CENTER SCHOLARSHIPS			*Previous Balance				13,191.12	13,191.12		0.00
REC CENTER SCHOLARSHIPS Total:							0.00	13,191.12	13,191.12	0.00	0.00
81 43500	CITY POOL FUND			*Previous Balance				56,012.53	33,588.50		(22,424.03)
11/11/2025	Yrly Automatic Entry		CD					709.50			
11/21/2025	Yrly Automatic Entry		CD					85.97			
12/09/2025	Yrly Automatic Entry		CD					207.48			
12/12/2025	Yrly Automatic Entry		CR						63,093.42		
12/16/2025	Yrly Automatic Entry		CR						472.00		
81 43500	CITY POOL FUND			*Current Activity				1,002.95	63,565.42		62,562.47
CITY POOL FUND Total:							0.00	57,015.48	97,153.92	0.00	40,138.44
81 43501 000	CITY POOL CONCESSIONS			*Previous Balance				10,501.87	62,827.52		52,325.65
11/11/2025	Yrly Automatic Entry		CD					1,771.61			
11/21/2025	Yrly Automatic Entry		CD					192.45			
81 43501 000	CITY POOL CONCESSIONS			*Current Activity				1,964.06			(1,964.06)
CITY POOL CONCESSIONS Total:							0.00	12,465.93	62,827.52	0.00	50,361.59
Fund Balance Total:							0.00	82,672.53	173,172.56	0.00	90,500.03
81 000 81790 236	CITY POOL INCOME			*Previous Balance							0.00
12/12/2025	SUMMER 2025 CITY POOL REIMB	CR	186035	CITYOF CITY OF DOUGLAS					63,093.42		
81 000 81790 236	CITY POOL INCOME			*Current Activity					63,093.42		63,093.42
CITY POOL INCOME Total:							0.00	0.00	63,093.42	0.00	63,093.42
Budget Balance							(63,093.42)				
81 000 81790 237	CITY POOL CONCESSIONS			*Previous Balance					119.08		119.08
CITY POOL CONCESSIONS Total:							0.00	0.00	119.08	0.00	119.08
Budget Balance							(119.08)				
81 000 81790 239	SWIM LESSONS			*Previous Balance					5,203.09		5,203.09
SWIM LESSONS Total:							0.00	0.00	5,203.09	0.00	5,203.09
Budget Balance							(5,203.09)				
Revenue Total:							0.00	0.00	68,415.59	0.00	68,415.59
Budget Balance							(68,415.59)				
81 000 4300 123 000 239	DISTRICT #1-SWIM LESSON			*Previous Balance				8,014.24			8,014.24
DISTRICT #1-SWIM LESSON Total:							0.00	8,014.24	0.00	0.00	8,014.24
Budget Balance							(8,014.24)				
81 000 4300 213 000 239	FICA - SWIM LESSONS			*Previous Balance				613.10			613.10
FICA - SWIM LESSONS Total:							0.00	613.10	0.00	0.00	613.10
Budget Balance							(613.10)				

Entry Date	Description	JR	Reference Number	Invoice / Cost Center	Purchase Order	Vendor ID/Name	Budgeted Amount	Debit Amount	Credit Amount	Outstanding	Account Balance
Account Group: RECML24		REC Mill 24									
81 000 4300 319 000		OTHER PROFESSIONAL SERVICES				*Previous Balance		9,472.07			9,472.07
11/11/2025	DECA CONCESSION PROCEEDS	CD	81 2992	DECA 10/9/25		CCSD1STU CCSD1 STUDENT FUND		1,076.25			
11/11/2025	DHS WR CONCESSION PROCEEDS	CD	81 2992	DHS WR 10/16/25		CCSD1STU CCSD1 STUDENT FUND		520.98			
11/11/2025	Concessionaires for October 4, 2025 DHS	CD	81 2995	10/04/25	REC260161	PRECEPPI PRECEPTOR PI		134.05			
81 000 4300 319 000		OTHER PROFESSIONAL SERVICES				*Current Activity		1,731.28			1,731.28
OTHER PROFESSIONAL SERVICES Total:							0.00	11,203.35	0.00	0.00	11,203.35
							Budget Balance	(11,203.35)			
81 000 4300 323 000 236		REPAIRS AND MAINTENANCE				*Previous Balance		134.40			134.40
REPAIRS AND MAINTENANCE Total:							0.00	134.40	0.00	0.00	134.40
							Budget Balance	(134.40)			
81 000 4300 410 000 097		SUPPLIES				*Previous Balance		737.13	957.96		(220.83)
SUPPLIES Total:							0.00	737.13	957.96	0.00	(220.83)
							Budget Balance	220.83			
81 000 4300 410 000 236		POOL SUPPLIES				*Previous Balance		2,225.82			2,225.82
12/09/2025	Fox 40 Whistles with lanyard	CD	81 2999	19KJ-3VKY-QWTH	WP260003	AMAZON1 AMAZON PAY BY INVOICE		108.60			
81 000 4300 410 000 236		POOL SUPPLIES				*Current Activity		108.60			108.60
POOL SUPPLIES Total:							0.00	2,334.42	0.00	0.00	2,334.42
							Budget Balance	(2,334.42)			
81 000 4300 410 000 237		CONCESSION SUPPLIES				*Previous Balance		292.67			292.67
10/06/2025	Supplies	PO			REC260157	SAM'S CLUB DIRECT				27.02	
11/11/2025	Popcorn Bags	CD	81 2991	1DPM-LJP4-7R99	REC260159	AMAZON1 AMAZON PAY BY INVOICE		27.49			
11/11/2025	Napkins	CD	81 2996	003659-09/20/25	REC260146	SAMSCL SAM'S CLUB DIRECT		12.84			
11/21/2025	SALES TAX	CD	81 2998	10/31/25		STATEODEPT STATE OF WYOMING DEPT OF REVENUE		192.45			
81 000 4300 410 000 237		CONCESSION SUPPLIES				*Current Activity		232.78		27.02	259.80
CONCESSION SUPPLIES Total:							0.00	525.45	0.00	27.02	552.47
							Budget Balance	(552.47)			
81 000 4300 460 000 237		CONCESSIONS FOOD COSTS SUPPLIES				*Previous Balance		6,116.63	24.60		6,092.03
09/03/2025	REC Concessions Food Supplies	PO			REC260134	SAFEWAY INC.				11.96	
10/06/2025	Concessions food	PO			REC260157	SAM'S CLUB DIRECT				194.80	
11/11/2025	Whirl Oil	CD	81 2991	1DPM-LJP4-7R99	REC260159	AMAZON1 AMAZON PAY BY INVOICE		65.70			
11/11/2025	Popcorn for the concession stand	CD	81 2991	1MNN-YMVQ-1RHY	REC260171	AMAZON1 AMAZON PAY BY INVOICE		94.35			
11/11/2025	Popcorn 50 lbs	CD	81 2991	1TPX-J6WY-16VD	REC260170	AMAZON1 AMAZON PAY BY INVOICE		28.83			
11/11/2025	Reimbursement for Popcorn for the rec con	CD	81 2993	10/10/2025	REC260175	DEWTTBRA DEWTT BRAD		33.96			
11/11/2025	Dr. Pepper	CD	81 2994	2199278902	REC260154	PEPSI PEPSI COLA COMPANY		92.00			
11/11/2025	Supplies for the DRC Concessions	CD	81 2996	002315-10/03/25	REC260155	SAMSCL SAM'S CLUB DIRECT		221.82			
11/11/2025	Portio, Rd Trt CF, Skittles, Nacho chees	CD	81 2996	003659-09/20/25	REC260146	SAMSCL SAM'S CLUB DIRECT		172.84			
11/21/2025	Richos Nacho Cheese	CD	81 2997	660149-10/11/25	REC260173	SAFEWAY SAFEWAY INC.		14.99			
11/21/2025	Nacho Cheese and Soft Pretzels	CD	81 2997	720864-10/20/25	REC260185	SAFEWAY SAFEWAY INC.		33.75			
11/21/2025	Kernal Seasoning and Nacho Cheese	CD	81 2997	722261-	REC260187	SAFEWAY SAFEWAY INC.		19.78			

<u>Entry Date</u>	<u>Description</u>	<u>JR</u>	<u>Reference Number</u>	<u>Invoice / Cost Center</u>	<u>Purchase Order</u>	<u>Vendor ID/Name</u>	<u>Budgeted Amount</u>	<u>Debit Amount</u>	<u>Credit Amount</u>	<u>Outstanding</u>	<u>Account Balance</u>
Account Group: RECML24		REC MIII 24									
11/21/2025	Popcorn for the concessions stand	CD	81 2997	10/23/25 727443-10/10/25	REC260174	SAFEWAY SAFEWAY INC.		17.45			
12/09/2025	Pop Weaver Bulk Popcorn	CD	81 2999	1FR6-JNHN-14TD	REC260136	AMAZON1 AMAZON PAY BY INVOICE		98.88			
12/16/2025	PEPSI PRODUCT REFUND	CR	188036			SANDERCHR SANDERSON CHRISTINE			472.00		
81 000 4300 480 000 237		CONCESSIONS FOOD COSTS SUPPLIES		*Current Activity				894.35	472.00	206.76	629.11
CONCESSIONS FOOD COSTS SUPPLIES Total:							0.00	7,010.98	496.60	206.76	6,721.14
						Budget Balance	(6,721.14)				
				Expenditure Total:			0.00	30,573.07	1,454.56	233.78	29,352.29
						Budget Balance	(29,352.29)				



CITY OF DOUGLAS

Community Service Grant "Aid to Others" Quarterly Report - Fiscal Year 2026

The quarterly report is a requirement of your continued Community Service Grant funding per your Community Service Grant agreement. Failure to provide this report may result in no disbursement of funds. You may complete this financial section or attach your own financial statement. This information will be shared with City Council as part of a regular Council meeting. Submit completed quarterly reports with attachments (if applicable) to the Administrative Services Department.

1. Organization/Company Name: <u>Converse Hope Center</u>		2. Phone Number: <u>307-358-6148</u>
3. Complete Address: <u>126 N 5th street Douglas, WY 82633</u>		
4. Email Address: <u>richelle@conversehope.org</u>		
5. Report for Quarter (check one): Ending March 31 ☐ Ending June 30 ☐ Ending September 30 ☐ Ending December 31 ☒		
6. Number of People Served for Quarter: <u>All-103 Douglas Residents: 63</u> <u>Douglas Services: 1,765</u>	7. Total Income: <u>\$98,641.85</u>	8. Total Expenditures: <u>\$100,289.16</u>
9. Please list activities, events, completed goals, or other such information for the quarter you are reporting on (attach additional page(s) if necessary): <u>Over the last quarter we have provided 1,765 services to Douglas residents including 39 crisis calls, 8 in-person crisis responses, 32 shelter nights and helped 3 individuals with our transitional housing program.</u>		
10. Please list any other information you would like Douglas City Council to be aware of. <u>We have offered an open position and are awaiting background checks so we hope this next quarter will include training a new employee.</u>		

CERTIFICATION AND SIGNATURE

I hereby certify the above information to be true and correct to the best of my knowledge.


AUTHORIZED SIGNATURE

1-20-2026
DATE OF REPORT

Richelle Belcaras
PRINTED NAME

TO BE COMPLETED BY CITY

Date Received:	Reviewed By:
	Report Complete? YES ☐ NO ☐



**CONVERSE
COUNTY
BANK**

Drawer 689 | Douglas, WY 82633 | (307) 358-5300

Member
FDIC

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PAGE 1

CONVERSE HOPE CENTER
126 N 5TH ST
DOUGLAS, WY 82633

1042670 REG

A STATEMENT OF YOUR ACCOUNT
01-OCT-25 THRU 31-OCT-25

LAST STATEMENT	NO. CREDITS	AMOUNT	NO. DEBITS	AMOUNT	STATEMENT BAL
116,545.11 +	11	60,477.90 -	34	38,533.39 =	138,489.62
-- ITEMIZED TRANSACTIONS ----- DEBITS --- CREDITS ----- BALANCE --					
10-01	Check #1151		100.00		116,445.11
10-02	VERIZON WIRELESS, PAYMENTS		69.79		116,375.32
	251001 094240795400001				
	D1042670				
10-03	HELPSIDE, INVOICE		8,983.01		107,392.31
	251003 0000170438H2795				
	D1042670				
10-06	Regular deposit			383.68	107,775.99
10-06	Regular deposit			25,995.00	133,770.99
10-06	TOP OFFICE PRODUCTS		68.03		133,702.96
	307-674-7465 WY				
	10/03 21:18:28, [8332]				
10-07	SAFEWAY #0467		23.38		133,679.58
	DOUGLAS WY				
	10/07 14:37:00, [9454]				
10-07	AMAZON MKTPL*NV3SF0941		264.81		133,414.77
	AMZN.COM/BILL WA				
	10/07 09:42:31, [8332]				
10-07	Visionary Commun, VISIONARY		82.74		133,332.03
	251007 82497				
	D1042670				
10-08	STRIPE, TRANSFER			145.35	133,477.38
	ST-P7B8X2T9I3U3				
	D1042670				
10-08	QUICKBOOKS MADE EASY		395.00		133,082.38
	QUICKBOOKSMAD GA				
	10/07 19:58:34, [8332]				
10-08	Wyoming Retireme, WEB PAY		3,130.76		129,951.62
	251007 150835				
	D1042670				
10-09	EASTGATE SERVICE		49.49		129,902.13
	GLENROCK WY				
	10/09 13:21:06, [8045]				
10-09	4TE*PYE-BARKER FIRE & SAF		511.00		129,391.13
	888-349-3455 UT				
	10/08 19:26:38, [8332]				

NOTICE: See reverse side for important information.



**CONVERSE
COUNTY
BANK**

Drawer 689 | Douglas, WY 82633 | (307) 358-5300

Member
FDIC

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PAGE 1

CONVERSE HOPE CENTER
126 N 5TH ST
DOUGLAS, WY 82633

1042670 REG

A STATEMENT OF YOUR ACCOUNT
01-NOV-25 THRU 30-NOV-25

LAST STATEMENT	NO. CREDITS	AMOUNT	NO. DEBITS	AMOUNT	STATEMENT BAL
138,489.62 +	3	17,571.77 -	29	23,320.15 =	132,741.24
-- ITEMIZED TRANSACTIONS ----- DEBITS --- CREDITS ----- BALANCE --					
11-04 Regular deposit				25.00	138,514.62
11-04 4TE*PYE-BARKER FIRE & SAF			330.12		138,184.50
888-349-3455 UT					
11/03 19:36:01, [8332]					
11-05 Check #1160			570.00		137,614.50
11-06 PLAINS HOTEL			69.44		137,545.06
DOUGLAS WY					
11/06 04:13:30, [9454]					
11-06 PLAINS HOTEL			69.44		137,475.62
DOUGLAS WY					
11/06 04:13:30, [9454]					
11-06 TOP OFFICE PRODUCTS			85.19		137,390.43
307-674-7465 WY					
11/05 21:33:39, [8332]					
11-06 PLAINS HOTEL			700.00		136,690.43
DOUGLAS WY					
11/06 04:13:30, [9454]					
11-06 Visionary Commun, VISIONARY			82.74		136,607.69
251106 82497					
D1042670					
11-06 Pisacka Baker, eCheck			1,200.00		135,407.69
Nov 06 000000007301279					
D1042670					
11-07 ARTISAN & TRUCK,INS PREM			858.00		134,549.69
BRANCH43DEBIT ACH,251106					
POL 01943150 D1042670					
11-07 Check #1157			520.00		134,029.69
11-07 Check #1158			520.00		133,509.69
11-10 IN *LARAMIE RANGE WATER T			22.00		133,487.69
307-3582898 WY					
11/07 22:17:44, [8332]					
11-10 EASTGATE SERVICE			36.03		133,451.66
GLENROCK WY					
11/09 17:14:00, [8045]					
11-10 OPENAI *CHATGPT SUBSCR			60.00		133,391.66
OPENAI.COM CA					
11/09 18:38:48, [8332]					

NOTICE: See reverse side for important information.



**CONVERSE
COUNTY
BANK**

Drawer 689 | Douglas, WY 82633 | (307) 358-5300

**Member
FDIC**

12

PAGE 1

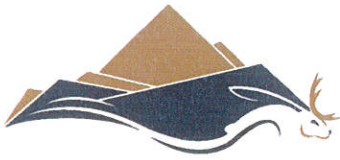
CONVERSE HOPE CENTER
126 N 5TH ST
DOUGLAS, WY 82633

1042670 REG

A STATEMENT OF YOUR ACCOUNT
01-DEC-25 THRU 31-DEC-25

LAST STATEMENT	NO. CREDITS	AMOUNT	NO. DEBITS	AMOUNT	STATEMENT BAL
132,741.24 +	7	20,592.18 -	56	38,435.62 =	114,897.80
-- ITEMIZED TRANSACTIONS ----- DEBITS --- CREDITS ----- BALANCE --					
12-01	BLACK HILLS ENRG, UTIL BILL		98.08		132,643.16
	251201 5541997037				
	D1042670				
12-02	VERIZON WIRELESS, PAYMENTS		69.82		132,573.34
	251201 094240795400001				
	D1042670				
12-03	GLENROCK GAS N GO		42.29		132,531.05
	GLENROCK WY				
	12/03 09:10:41, [8045]				
12-04	MAVERIK #771		42.02		132,489.03
	DOUGLASS WY				
	12/04 14:08:51, [9454]				
12-04	TOP OFFICE PRODUCTS		78.07		132,410.96
	307-674-7465 WY				
	12/04 01:01:54, [8332]				
12-05	HELPSIDE, INVOICE	13,578.97			118,831.99
	251205 0000170438H2848				
	D1042670				
12-08	Visionary Commun, VISIONARY		82.74		118,749.25
	251208 82497				
	D1042670				
12-08	Check #1159		520.00		118,229.25
12-09	Regular deposit			500.00	118,729.25
12-09	SQ *TRAIL MOTEL		68.00		118,661.25
	LUSK WY				
	12/09 08:56:26, [8045]				
12-09	RISE DIRECT PRIM,80ew4AeS-p		400.00		118,261.25
	,251209				
	gbEzFhUaxj7pu-p D1042670				
12-09	Wyoming Retirement, WEB PAY	2,742.34			115,518.91
	251208 150835				
	D1042670				
12-09	Check #1146		113.52		115,405.39
12-10	OPENAI *CHATGPT SUBSCR		60.00		115,345.39
	OPENAI.COM CA				
	12/09 18:42:03, [8332]				

NOTICE: See reverse side for important information.



CITY OF DOUGLAS

Community Service Grant "Aid to Others"

Quarterly Report - Fiscal Year 2026

The quarterly report is a requirement of your continued Community Service Grant funding per your Community Service Grant agreement. Failure to provide this report may result in no disbursement of funds. You may complete this financial section or attach your own financial statement. This information will be shared with City Council as part of a regular Council meeting. Submit completed quarterly reports with attachments (if applicable) to the Administrative Services Department.

1. Organization/Company Name: CANDO dba The Enterprise		2. Phone Number: 307-358-2000
3. Complete Address: 130 S 3 rd St., Douglas, WY 82633		
4. Email Address: mmccurdy@candowoming.com		
5. Report for Quarter (check one): Ending March 31 ☐ Ending June 30 ☐ Ending September 30 ☐ Ending December 31 ☒		
6. Number of People Served for Quarter: 6,700	7. Total Income: \$72081.02	8. Total Expenditures: \$124,928.88
9. Please list activities, events, completed goals, or other such information for the quarter you are reporting on (attach additional page(s) if necessary): Please see attached		
10. Please list any other information you would like Douglas City Council to be aware of.		

CERTIFICATION AND SIGNATURE

I hereby certify the above information to be true and correct to the best of my knowledge.


AUTHORIZED SIGNATURE

1-15-2026
DATE OF REPORT

Morryah McCurdy
PRINTED NAME

TO BE COMPLETED BY CITY

Date Received:	Reviewed By:
	Report Complete? YES ☐ NO ☐

Statement of Activity

CONVERSE AREA NEW DEVELOPMENT ORGANIZATION

October 1-December 31, 2025

DISTRIBUTION ACCOUNT	TOTAL
Income	
4000 INCOME	
4010 City of Douglas Funding	23,333.32
4020 Converse County Funding	22,750.00
4030 ACT Work Ready - Funding	7,535.82
4040 CC Tourism Promotion Board	4,100.59
4041 CC Tourism Promotion Board- Reimbursable	99.00
4050 Membership Dues	1,700.00
4057 Billboard Income	800.00
4060 Back Country Super Club	4,500.00
4080 Rent/Lease Income	1,500.00
4084 Investment Income	-869.28
Total for 4000 INCOME	\$65,449.45
4300 SPECIAL EVENTS INCOME - ENTERPRISE	
4310.01 Freedom Fest (July 4th Event)	2,979.50
4310.02 WSF Parade	2,446.95
4310.06 Cowboy Christmas	95.00
4310.07 Christmas at the	270.00
Total for 4300 SPECIAL EVENTS INCOME - ENTERPRISE	\$5,791.45
4540 SPECIAL EVENTS INCOME - MAINSTREET	
4540.04 Haunted Tours	600.10
4541 Special Events - Reimbursement	240.02
Total for 4540 SPECIAL EVENTS INCOME - MAINSTREET	\$840.12
Unapplied Cash Payment Income	0.00
Total for Income	\$72,081.02
Gross Profit	\$72,081.02
Expenses	
6120 Billboard -Expense	700.00
6125 ACT Work Ready - Expenses	144.70
6210 Reimbursable Expenses	200.00
6510.0 SPECIAL EVENTS - EXPENSES - ENTERPRISE	\$11,867.55
6510.01 Freedom Fest	2,979.50
6510.02 WSF Parade	1,565.34
6510.03 Oktoberfest	2,094.30
6510.05 FBLA Haunted House	267.96
6510.06 Cowboy Christmas	343.78
6510.07 Christmas at the Depot	324.79
Total for 6510.0 SPECIAL EVENTS - EXPENSES - ENTERPRISE	\$19,443.22

Statement of Activity

CONVERSE AREA NEW DEVELOPMENT ORGANIZATION

October 1-December 31, 2025

DISTRIBUTION ACCOUNT	TOTAL
6745 Main Street - Special Event Expenses	
6745.02 Farmer's Market - Expense	754.19
6745.04 Haunted Tours - Expense	615.14
6745.06 Chili Cook-Off	1,199.10
Total for 6745 Main Street - Special Event Expenses	\$2,568.43
7200 PAYROLL	
7210 Salary & Wages	81,941.32
7211 Reimbursement - Wages-Mainstreet Assistant	-3,846.34
7212 Employee Bonus	1,500.00
7213 Mileage Reimbursement	70.00
Total for 7200 PAYROLL	\$79,664.98
7215 Payroll Wage Expenses	
7216 Life Insurance	690.18
8029 Processing Fees - Quickbooks	529.00
Total for 7215 Payroll Wage Expenses	\$1,219.18
7217 Company Simple IRA Match	1,919.68
7225 Payroll Taxes	
7226 Employer Portion Fica	4,116.24
7227 Employer Portion of Medicare	962.67
7230 WY Worker's Comp	337.51
7231 WY Unemployment Tax	-1,076.09
Total for 7225 Payroll Taxes	\$4,340.33
8010 Advertising & Marketing	1,077.00
8017 Edward Jones Fees	-28.38
8030 Office Supplies	113.37
8032 Cleaning Supplies	313.89
8035 Dues & Subscriptions	1,488.85
8035.RMVC Dues & Subscriptions	115.00
8050 Copier Lease	304.61
8061 Sundries	132.47
8071 Contract Services	2,400.00
8072 QuickBooks Payments Fees	518.53
8080 Insurance	
8081 Insurance - Property	1,373.36
8082 Insurance - D&O / Liability	2,036.00
Total for 8080 Insurance	\$3,409.36
8100 UTILITIES	
8151 Electric	673.03
8152 Gas/Propane	24.12
8152.R Gas/ Propane	221.01
8153 Phone/Intenet	1,449.77

Statement of Activity
 CONVERSE AREA NEW DEVELOPMENT ORGANIZATION
 October 1-December 31, 2025

DISTRIBUTION ACCOUNT	TOTAL
8153.RMVC Phone/Internet	310.14
8155.RMVC Water/Sewer/ Trash	282.77
8155 Water/Sewer/Trash	271.84
Total for 8100 UTILITIES	\$3,232.68
8200 TRAVEL & MEETING EXPENSES	
8205 Conference, Meetings & Registrations	800.00
8207 Lodging	112.34
8210 Meals & Entertainment	149.18
Total for 8200 TRAVEL & MEETING EXPENSES	\$1,061.52
8210 TRAVEL & MEETING EXPENSES	0.00
Payroll Expenses	
Taxes	
WY Unemployment Tax	0.01
Total for Taxes	\$0.01
Total for Payroll Expenses	\$0.01
Unapplied Cash Bill Payment Expense	589.45
Total for Expenses	\$124,928.88
Net Operating Income	-\$52,847.86
Other Expenses	
9500 PASSTHROUGH PROGRAMS	
9520 Jackalope Bucks	1,936.00
9530 Gift Shop	663.95
Total for 9500 PASSTHROUGH PROGRAMS	\$2,599.95
Total for Other Expenses	\$2,599.95
Net Other Income	-\$2,599.95
Net Income	-\$55,447.81

Enterprise Report
Q4 2025

Community Development:

Enterprise Staff ReportWorkforce DevelopmentACT Work Ready Community Program Initiatives

Month	Activity	Details
October	Hosted First Boot Camp	Conducted on October 7th & 8th, in partnership with The Enterprise.
November	Attended Governor's Business Forum	Participation in the forum held in Laramie, November 11-13.
December	Planning Career Fair	ACT is currently organizing a forthcoming career fair.

Main Street Douglas (MSD) UpdatesOrganizational and Planning

Month	Activity	Details
October ▾	Seasonal Updates	Downtown flower planters were largely removed; remaining units are scheduled for fall/winter decoration.
October ▾	Community Calendar	Collaborative meetings initiated on the 1st Thursdays at 9 AM to synchronize community activities.
November ▾	Holiday Marketing & Collaboration	A marketing strategy was launched to promote the downtown area and holiday events. This involved partnerships with the Arts & Culture Board, The Enterprise, and local businesses for Mingle & Jingle and the Fire on Main Street Chili Cook-Off .

November ▾	Organizational Focus	The organization is concentrating on the National Main Street America self-assessment, which includes budget reviews, board training, strategic planning, and the development of a transformation strategy for the approaching new year.
December ▾	Strategic Preparation	The Board is actively engaged in planning, training, and strategic preparation, including arrangements to attend the National Main Street Now Conference in the spring.

Events and Promotions

Month	Event/Program	Date/Time	Details
October ▾	Haunted History Walking Tours	Various	Further information is accessible at douglas.brighttravel.com .
October ▾	Downtown Trick or Treat	TBD	A safe, family-oriented Halloween activity.
October ▾	Masquerade Murder Mystery Show	October 30th at 6 PM	Held at The Princess Theatre.
November ▾	Fire on Main Street Chili Cook-Off	November 22 from 11 am to 2 pm	
November ▾	Shop Small Saturday	November 29	An initiative to encourage patronage of local businesses to support the local economy.

December ▾	Mingle and Jingle Christmas Parade	Friday, December 5, commencing at 6 pm	Downtown event.
------------	------------------------------------	--	-----------------

Community DevelopmentBusiness and Construction Activity

Month	Business/Project	Activity	Location
August ▾	Laramie Peak Humane Society (LPHS)	Groundbreakin... ▾	Situated just North of their existing facility.
August/Septem... ▾	Maverik Truck Stop	Construction is ... ▾	Installation of lighting, asphalt, and signage is finalized.
November ▾	Maverick	Soft Opening (... ▾	New storefront location.
November ▾	Flying S Escrow and Title	Grand Opening ▾	Held on Wednesday, November 12, from 4-7 pm.
November ▾	First Northern Bank	Grand Opening ▾	Held on Thursday, November 20, from 4-7 pm.
November ▾	Eastern Wyoming College	Ground Breaki... ▾	Construction Trades Program, November 19 at 10 am.
December ▾	Wonderfully Made (Pilates Studio)	Grand Opening... ▾	128 N 2nd St.
December/Jan... ▾	Highland Beauty	New Business ... ▾	715 S 4th St.
December/Jan... ▾	Poppy & June	New Business ... ▾	117 S 2nd St, Suite #2.
December/Jan... ▾	Si Señor Mexican Restaurant	New Business ... ▾	Occupying the former Village Inn building at 1840 E Richards St.
December/Jan... ▾	This and That	Planning to Re... ▾	Downtown location.

Enterprise Marketing and Initiatives

Item	Status/Update
Billboard Space	Availability noted (October, November reports) / Decreasing rapidly (December report). Optimal time for advertising is suggested.
Jackalope Bucks Community eGift Card	Demonstrating growth; over 24 participating businesses have been secured, with continuous weekly additions.
Scarecrow Showdown	Scheduled to return in 2025 (Entry deadline October 15th).
Nightmare at the Museum	The third year of partnership with Douglas High School's DECA program. Held October 24th and 25th from 7p to 10p at the Douglas Railroad Museum & Visitor Center.
Safe Streets for All (SS4A) Safety Action Plan	A federally funded initiative managed through the U.S. Department of Transportation (USDOT).
Customer Appreciation Dinner & Business Expo	Hosted collaboratively by the Eastside Business Alliance and the Douglas Community Club.

Community Events

Month	Event	Date/Time	Location/Details
November ▾	Cowboy Christmas Market	November 21 & 22	Held at the Fairgrounds.
December ▾	Christmas at the Depot: A Polar Express Experience	December 6-7, commencing at 10 am	Presented by First Northern Bank of Wyoming. A VIP night was scheduled for November 29 at 6 pm.
December ▾	Laramie Peak Humane Society Annual Paws & Pearls Gala	December 6 at 5 pm	

DRRM & VC Monthly Managers Report

Month of: December 2025

What major accomplishments were achieved this month? (major projects, new displays, etc.)

- This month was very busy with Christmas events and people in and out shopping. They enjoyed the decorations and gift shop. Also had a lot of visitors looking at the trains since the weather is still nice.
- The model train was taken down and returned to a friend of the family that donated it. A donation was made to purchase a smaller model.
- The gift shop now extends into the back room of the museum.

Events-

- The opening of Jackalope Junction Christmas Shop on November 29th which helped increase visitors and sales throughout the month. Also was a good way to advertise we have a gift shop year round. Twilight at the Depot the first year was a success and many people were turned away due to the tickets selling out within 8 hours. Christmas at the Depot had 6 sessions with 75 tickets reserved per session. Tickets were sold to people from all over the area: Douglas, Glenrock, Casper, Torrington, Guernsey, Wheatland, Gillette, and as far away as Worland and Colorado Springs, CO. All went great!
- Upcoming...Working on a collaboration with the Library and UW Extension on historic walks around the trains potentially at Railroad Day. Starting discussion with the city about a ramp on the daycoach to possibly hold events with the Senior Center including High Tea.

List any conflicts or issues with staff/customers/merchants/vendors. Has it been resolved?

- None

What compliments, positive comments, or any highlights to share from this month that stand out:

- Loved the holiday decorations. Many new people learned about the gift shop and plan to come shop again. People are continually amazed they are able to look through the trains.

Converse County Tourism Information:

Visitor:	907
Phone Calls Received:	67
Mail sent: Visitor Information	0

Visitor Information-See attached Sheet

Gift Shop

New Facebook followers	17 Railroad, 19 Gift Shop
Donations:	\$88.00
Gift Shop Sales:	\$2,437.47
Vendors Left/New Vendors:	9 new vendors for the gift shop
Trending Items, suggested items to be added, etc.?	
• Christmas Items • A new facebook page has been opened for the gift shop.	

Supplies: What supplies are needed/requested from Enterprise, City of Douglas, CCTPB, etc?

- Starting discussion about a wheelchair ramp to the daycoach.

Building/Grounds Repair and maintenance items.

- A woodpecker had been getting in through holes in the screen under the overhang on the east side of the depot. The city was notified and replaced the mesh.
- Due to the intense wind a light fixture from one of the lamps in the park blew off the pole. Brandon was notified and is ordering a new one.

Volunteers:

- A volunteer came in to take down the train table and help move some of the bigger display shelving out of the gift shop into the back room and helped load the train table onto a moving truck.

Meetings:

Arts and Culture Board - The grant was not received for the 250th mural but plans continue for a community mural. Work continues on electrical boxes, wind phone and river creatures. There are currently 2 board positions available. **Next meetings-December 10th, 5:30, City Hall**

Tourism Board - Jen Womack's marketing contract has been extended for another year. The board is still looking for an admin. The website will be receiving a \$12-\$15,000 update on the website. **Next meeting January 27th, 5:30 First Northern Bank.**

Museum Display Items or Items purchased:

- A Christmas village display has been created as a temporary display from Dr. Kathy Skuza.

Museum Donation Items:

-



DECEMBER MANAGERS REPORT

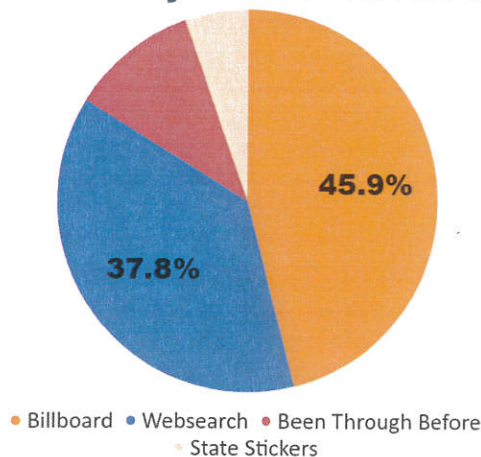
Items Needed:

- Pins
- Sticker Maps

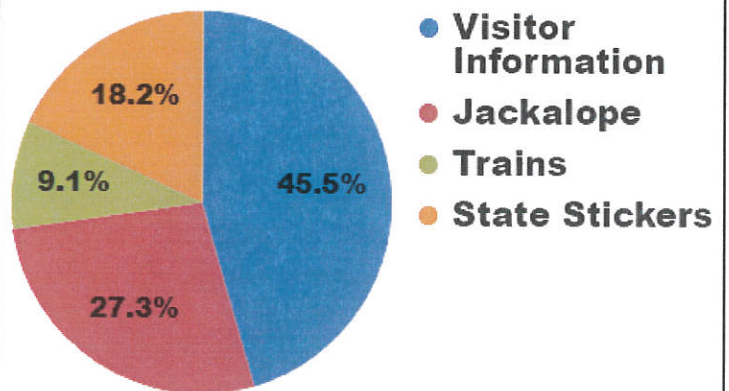
Items Given Out

Visitor Guides	6
Jackalope Pins	0
Adult Jackalope License	41
Jackalope Stickers (Local)	21
Jackalope Stickers (State)	7
Train Stickers (State)	9

How did you hear about us?



Reason for Visit (when only 1)

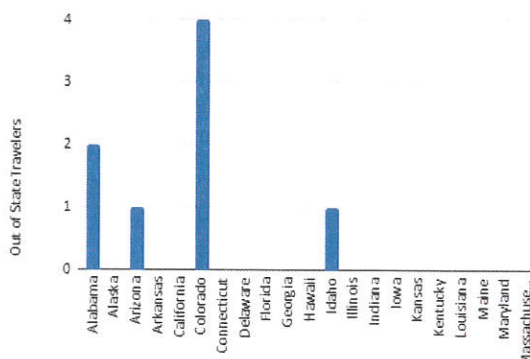


Visitors

Converse Co.	178
Wyoming	355
US	50
Out of Country	0
After Hours	327
Total	910

No out of Country Visitors

Out of State Travelers Counted by Groups



Out of State Travelers/Counted by Groups

Counted by Groups



CITY OF DOUGLAS

Community Service Grant "Aid to Others"

Quarterly Report - Fiscal Year 2025

The quarterly report is a requirement of your continued Community Service Grant funding per your Community Service Grant agreement. Failure to provide this report may result in no disbursement of funds. You may complete this financial section or attach your own financial statement. This information will be shared with City Council as part of a regular Council meeting. Submit completed quarterly reports with attachments (if applicable) to the Administrative Services Department.

1. Organization/Company Name: Main Street Douglas, Inc.		2. Phone Number: 307-358-2000
3. Complete Address: 130 S 3 rd St., Douglas, WY 82633		
4. Email Address: jgoodwin@cando@candowyoming.com		
5. Report for Quarter (check one): Ending March 31 ☐ Ending June 30 ☐ Ending September 30 ☐ Ending December 31 ☒		
6. Number of People Served for Quarter: 6,400	7. Total Income: \$15,487.06	8. Total Expenditures: \$13,457.43
9. Please list activities, events, completed goals, or other such information for the quarter you are reporting on (attach additional page(s) if necessary): SEE ATTACHED		
10. Please list any other information you would like Douglas City Council to be aware of. Main Street Douglas would like to share a few updates for Council's awareness. A recent transition to a new bookkeeper through The Enterprise has resulted in a delay in completing our January reports. To ensure accuracy and transparency, this quarterly update may be submitted later than usual. We view this transition as a positive, long-term improvement for the organization's financial management and reporting. MSD is also planning to send four board members and/or staff to Tulsa, Oklahoma in April to attend the National Main Street NOW Conference , which will provide valuable training, networking, and best practices to strengthen our local program. Additionally, the MSD Assistant hired in August has successfully completed his probationary period and has been performing exceptionally well, continuing to learn and grow within the Main Street program. Looking ahead, Main Street America is scheduled to visit Douglas in Spring 2026 to provide board training and strategic planning support , which will further strengthen governance, leadership, and long-term sustainability for Main Street Douglas.		

CERTIFICATION AND SIGNATURE

I hereby certify the above information to be true and correct to the best of my knowledge.

AUTHORIZED SIGNATURE

1/19/2026

DATE OF REPORT

Jennifer Goodwin

PRINTED NAME

TO BE COMPLETED BY CITY

Date Received:	Reviewed By:
	Report Complete? YES ☐ NO ☐

Main Street Douglas Quarterly Report

Reporting Period: October - December 2025

Organization: Main Street Douglas (MSD)

Program: Downtown Revitalization, Community Engagement & Volunteer Development

Grant: Aid to Others

2nd Quarter Activities Overview – Main Street Douglas (MSD)

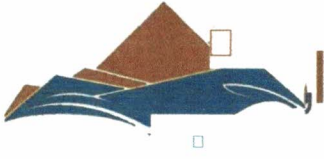
During the second quarter, Main Street Douglas focused on community engagement, downtown promotion, and strengthening our marketing efforts. We coordinated several successful signature events, including Downtown Trick or Treat, Fire on Main Street Chili Cook-Off, and Mingle & Jingle, all of which helped drive foot traffic and support local businesses.

We also introduced the “I Got Caught” Supporting Local campaign to promote and increase awareness of the Jackalope Bucks community e-gift card program, encouraging residents and visitors to shop local. To strengthen our long-term promotional efforts, we established a Marketing Committee and began work on a Downtown Comprehensive Guide that will highlight local businesses, retail, points of interest, and amenities. This guide will be used for conventions, visitor center welcome bags, and broader community outreach.

As part of this marketing initiative, we are also developing and sharing clear program information about Main Street Douglas, Serve Douglas, our events, and ongoing initiatives to improve awareness, engagement, and support for downtown revitalization efforts.

Key Activities & Achievements

- 1. Strategy #1: Build the Local Economy**
Main Street Douglas has seen early success with Strategy #1 through the launch of the “I Got Caught” campaign, which encourages and rewards local shopping while promoting the Jackalope Bucks program. We are also actively developing a comprehensive downtown marketing plan to better showcase Douglas in 2026, while planning spring and summer events aimed at increasing downtown foot traffic and supporting local businesses. In addition, MSD continues to work closely with partners to incorporate the America 250 theme into 2026 events and programming.
- 2. Strategy #2: Position Douglas as an Attractive Destination**
Downtown beautification efforts expanded beyond the summer season to include fall and Christmas décor, utilizing existing flower planters to enhance the downtown experience year-round. Ongoing partnerships and collaborations remain strong with The Enterprise, Arts & Culture Board, Tourism Board, City of Douglas, local businesses and the Wyoming State Fair, helping to amplify community impact and shared goals.
- 3. Organizational & Development**
To strengthen leadership and professional capacity, three board members and two staff will attend the Main Street NOW Conference in April, supporting continued education, networking, and best-practice sharing.
- 4. Looking Ahead (January–March)**
Upcoming priorities include strategic planning and preparation activities such as the MSD program self-assessment, board training, committee meetings and updates, continued event planning, budget development, updates to the fundraising plan, and active sponsorship outreach. These efforts will position Main Street Douglas for a strong and sustainable year ahead.



CITY OF DOUGLAS
Community Service Grant "Aid to Others"
Quarterly Report - Fiscal Year 2026

Received
JAN 19 2026
City of Douglas

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1. Organization/Company Name: American Legion Samuel Mares Post #8		2. Phone Number: 307-358-9981
3. Complete Address: P.O. Box 1 Douglas, WY 82633		
4. Email Address: Samuelmarespost8@gmail.com		
5. Report for Quarter (check one): Ending March 31 ☐ Ending June 30 ☐ Ending September 30 ☐ Ending December 31 ☒		
6. Number of People Served for Quarter: 1581	7. Total Income: N/A	8. Total Expenditures: N/A
9. Please list activities, events, completed goals, or other such information for the quarter you are reporting on (attach additional page(s) if necessary): - Church services, company Christmas celebrations, weddings, birthday parties, baby showers, celebrations of life, retirement celebrations, Ducks Unlimited meetings, dart league/tournament, pool league, corn hole league. - Final payment for lift has been paid.		
10. Please list any other information you would like Douglas City Council to be aware of. Having American Legion family cleanup day on April 25th.		

CERTIFICATION AND SIGNATURE

I hereby certify the above information to be true and correct to the best of my knowledge.


AUTHORIZED SIGNATURE

01/16/2026
DATE OF REPORT

Frank Foster

PRINTED NAME
TO BE COMPLETED BY CITY

Date Received:	Reviewed By:
	Report Complete? YES ☐ NO ☐

INVOICE

**DATE**

1/17/2026

INVOICE NO

4

Samuel Mares Post 8
American Legion, Dept of
Wyoming
PO Box 1
Douglas, WY 82633
307-358-9981

INVOICE TO

City of Douglas
P.O. Box 1030
Douglas, WY 82633-1030

P.O. Number 9176

QUANTITY	DESCRIPTION	UNIT PRICE	LINE TOTAL
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1	Chair lift final bill for general contractor.	\$3313.00	3313.00
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Subtotal	3313.00
Sales Tax	
Total	3313.00

Judd Construction, LLC

2622 Esterbrook Rd
Douglas, WY 82633

Invoice

Date	Invoice #
11/29/2025	2023073

Bill To
American Legion Post 8 PO Box 1 101 S 6th St Douglas WY 82633

P.O. Number	Terms	Project
Final	Due on receipt	

Quantity	Item Code	Description	Price Each	Amount
	Labor	Double Door Second Floor Install	800.00	800.00
	20 Millwork & Trim	Millwork & Trim	1,300.00	1,300.00
	Equipment rental	Equipment Rental/Purchase= 307 Disposal, last billed 3/3/25, Porta pot and cleaning	640.00	640.00
	MISC Materials	Steel Fab, Diamond Plate	57.00	57.00
	MISC Materials	Ace Hardware, Bloedorn's, Paints, Door Stops, Cleaning Supplies, etc.	516.00	516.00
		Converse County Sales Tax	5.00%	0.00
			Total	\$3,313.00

Interest charged monthly at annual rate of 21% after 30 days plus collection and attorney fees if used. Judd Construction, LLC has the right to utilize all Wyoming Lien Laws in pursuit of collections.

Phone #
307-359-0671

E-mail
mjuddconstruction@gmail.com

Web Site
like us at: juddconstructionllc



CITY OF DOUGLAS

Community Service Grant "Aid to Others"

Quarterly Report - Fiscal Year 2026

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1. Organization/Company Name: Saving Grace Food Pantry		2. Phone Number: <u>307-689-4930</u>
3. Complete Address: PO Box 595, Douglas, Wyoming 82633		
4. Email Address: savinggracedouglas@gmail.com		
5. Report for Quarter (check one): Ending March 31 ☐ Ending June 30 ☐ Ending September 30 ☐ Ending December 31 ☒		
6. Number of People Served for Quarter: 925	7. Total Income: See attached	8. Total Expenditures: See attached
9. Please list activities, events, completed goals, or other such information for the quarter you are reporting on (attach additional page(s) if necessary): In November, we held two emergency food distributions during the SNAP shutdown. We worked with the Wyoming Food Bank, local community businesses, and other stakeholders to provide food for the 800 households we served. We provided close to 6,000 lbs. of food during that time. During the Thanksgiving holiday, we provided 100 families in the community with holiday baskets full of Thanksgiving food and Safeway gift cards for any additional needs. We also distributed food boxes to 25 families during the December holiday. Saving Grace Food Pantry has also made significant progress towards opening its new facility. We are finally ready for our soft opening, which will take place in the last week of January. We will open two days a week to start. We will be able to assess how busy we will be and how much food we need to store to accommodate the demand.		
10. Please list any other information you would like Douglas City Council to be aware of. We continue to be deeply grateful for the City of Douglas's financial support, which enables us to serve those in our community who need food assistance the most.		

CERTIFICATION AND SIGNATURE

I hereby certify the above information to be true and correct to the best of my knowledge.

AUTHORIZED SIGNATURE

1/14/2026

DATE OF REPORT

PRINTED NAME

TO BE COMPLETED BY CITY Date Received:	Reviewed By: Report Complete? YES ☐ NO ☐
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Saving Grace Food Pantry Statement of Financial Position Balance Sheet as of 12/31/2025
For the fiscal Year ending 12/31/25

Assets		
Current Assets		
Cash		
CCB	\$10,355.99	
Total Cash	<u>\$10,355.99</u>	
Grants	<u>\$12,237.55</u>	
Total Current Assets		<u>\$22,593.54</u>
Total Assets		<u>\$22,593.54</u>
Liabilities and Net Assets		
Current Liabilities	\$ 0.00	
Total Current Liabilities	0.00	
Net Assets		\$22,593.54
Total Net Assets		\$22,593.54
Total Liabilities and Net Assets		<u>\$22,593.54</u>

Saving Grace Food Pantry Statement of Activities Income/Expense Sheet
For the fiscal Year ending 12/31/25

Revenue	
Donations	\$21,618.24
Reimbursements	\$292.94
Aid to Others	\$0.00
Grant Income	\$34,507.10
Total Revenue	\$56,418.28
Expenditures	
Building Supplies	\$19,725.63
Insurance	\$971.00
Mobile Food Trucks/Emergency Food	\$14,570.17
Fundraising	\$970.72
Misc Supplies/parade	\$820.24
Utilities	\$851.91
Fees	\$ 0.00
Total Expenditures	\$37,909.67
Net Increase	<u>\$18,508.61</u>



CITY OF DOUGLAS

Community Service Grant "Aid to Others" Quarterly Report - Fiscal Year 2026

INVOICE

The quarterly report is a requirement of your continued Community Service Grant funding per your Community Service Grant agreement. Failure to provide this report may result in no disbursement of funds. You may complete this financial section or attach your own financial statement. This information will be shared with City Council as part of a regular Council meeting. Submit completed quarterly reports with attachments (if applicable) to the Administrative Services Department.

1. Organization/Company Name: Wyoming State Fair Foundation		2. Phone Number: 307-751-3430
3. Complete Address: PO Box 98, Douglas, WY 82633		
4. Email Address: rindywestwsff@gmail.com		
5. Report for Quarter (check one): Ending March 31 ☐ Ending June 30 ☐ Ending September 30 ☐ Ending December 31 ☒		
6. Number of People Served for Quarter: 5000	7. Total Income: \$55,779.78	8. Total Expenditures: \$78,864.08
9. Please list activities, events, completed goals, or other such information for the quarter you are reporting on (attach additional page(s) if necessary): See Attached		
10. Please list any other information you would like Douglas City Council to be aware of. See Attached		

CERTIFICATION AND SIGNATURE

I hereby certify the above information to be true and correct to the best of my knowledge.

AUTHORIZED SIGNATURE

1/15/26

DATE OF REPORT

Rindy West

PRINTED NAME

TO BE COMPLETED BY CITY

Date Received:	Reviewed By:
	Report Complete? YES ☐ NO ☐

Wyoming State Fair Foundation
PO Box 98 , Douglas, WY 82633
Email: rindywestwsff@gmail.com
307-751-3430



Date of Report: January 15, 2026
Reporting Period: Quarter Ending December 31, 2025

City of Douglas Aid to Others Grant-Impact Report

Activities and Accomplishments (October 1-December 31)

Over the past quarter, the Wyoming State Fair Foundation has continued to expand its impact through a combination of fundraising, project implementation, and community engagement.

Highlights include:

Show Center Concrete Floor & Hockey Cooling Coils Project:

- \$2 Million Partner Project-City, County & Douglas Youth Hockey, WSFF & the Daniels Fund
- All funding secured, thanks in part, especially to the City & County
- Daniels Fund Grant for \$450,000 was awarded to the WSFF and the WSFF will be responsible for all grant reporting and impact #'s reported over the next three years

Temporary Power and Propane Project:

- Secured Atlas Energy as the M130 Generator Providers (In-Kind-approximately \$50,000)
- Secured Butch's Propane to operate M130 Generators (In-Kind-approximately \$5,000)
- Met with Arrow Electric & Davis Engineering (Electrical Engineer for the Nebraska State Fair Facilities) to determine best plan for additional either temporary or permanent electric grid for the Ford Pavilion and Show Centers at the WSF.

Equipment & Infrastructure Donations:

- Acquired a donor to finish paying off the brand new Kubota skid steer for the WSF-\$30,000 from TW Foundation in Casper, WY. No more funding is needed as Heartland Kubota has agreed to donate in-kind of approximately \$10,000 over the next two years.

Scholarship Fund for WSF Youth Exhibitors:

- A donor to the WSFF Scholarship Fund has contributed another \$15,000, bringing the scholarship balance to \$30,000.
- The scholarship application has been approved and the WSFF will award (5) \$1000 scholarships spring 2026 for graduating Wyoming high school seniors going to college or trade school.
- Applications are due February 1st, with awards made May 1st.

Great American Fair Grants:

- Applied for two grants for \$25,000 each for:
 - 1) Great American Fair Contests and Activities
 - 2) Great American Fair Mural Project

WSF Appreciation Party:

- Provided \$1,250 in support from donors to host the party
- Supported WSF Staff in developing the party for approximately 100 guests

The WSFF is currently raising money for the following Ongoing Projects

- Additional Labor and Maintenance Support for WSF-\$40,000

- Grounds Fiber Internet Expansion-\$50,000
- Electrical Grid Upgrades (Show Center & Ford Pavilion)-estimated \$500,000
- Livestream Services for 2026 Fair-\$28,000

Community Impact

Through these initiatives, the Wyoming State Fair Foundation has directly and indirectly served tens of thousands of people, including youth exhibitors, families, fair attendees, volunteers, and statewide viewers, enhancing access, education, and enjoyment of Wyoming's signature agricultural event.

The Foundation's partnerships and projects continue to strengthen community pride, economic impact, and educational opportunity across Douglas, Converse County and the entire state.

Submitted by:



Rindy West

Director, Wyoming State Fair Foundation

Date: January 15, 2026



Agenda Item Report

City Council – January 26, 2026

Item

Notice of Possible Quorum: City/County Breakfast, MHCC Boardroom, February 4, 2026, 7:00 AM

Responsible Staff Contact

Recommendation

Executive Summary

Background

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

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

Budget/Fiscal Impact

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

Action Requested/Recommended Motion

Attachments

None



Agenda Item Report

City Council – January 26, 2026

Item

Planning & Zoning Commission Minutes: January 19, 2026.

Responsible Staff Contact

Recommendation

Executive Summary

Background

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

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

Budget/Fiscal Impact

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

Action Requested/Recommended Motion

Attachments

1. P&Z 20260119 Minutes

Planning Commission Regular Minutes
January 19, 2026

I. Call to Order

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

II. Pledge of Allegiance

Chairman Hancock led the assembly in the Pledge of Allegiance.

III. Roll Call

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

IV. Approval of the Agenda

Commissioner Dave Patterson moved to approve the agenda for January 19, 2026. Seconded by Commissioner Robin Velasquez. Motion 3-0.

V. Approval of the Minutes

Commissioner Robin Velasquez moved to approve the minutes for the December 15, 2026 meeting of the Planning & Zoning Commission. Seconded by Commissioner Dave Patterson. Motion 3-0.

A. **Planning & Zoning Commission Minutes: December 15, 2025**

VI. **Election of Officers**

Rescheduled for next meeting.

VII. Planning and Zoning Matters

A. **7 Trails Commerce Center URA**

Chairman Hancock opened the public hearing at 5:32 p.m. City Manager J.D. Cox reviewed the formation of the URA and its purpose, explained Tax Incremental Funding and handed the presentation over to Michael Christiansen from AVI, representing the applicant. He reviewed the Plan and Project, including the required conformance with state statute. There were no public comments. Chairman Hancock closed the public hearing at 5:55 p.m. Commissioner Robin Velasquez moved to approve. Seconded by Commissioner Dave Patterson. Motion 3-0.

B. **Resolution 2026-5: Community Blueprint Adoption by Planning & Zoning Commission**

Chairman Hancock opened the public hearing at 5:55 p.m. Josh Olhava from Ayres Associates reviewed the Community Blueprint and changes made to the document

since the last review at last month's meeting. There were no public comments. Chairman Hancock closed the public hearing at 6:12 p.m. Commissioner Dave Patterson moved to approve Resolution 2026-5 Community Blueprint Adoption by Planning & Zoning Commission. . Seconded by Commissioner Robin Velasquez. Motion 3-0.

C. DEV2025-0103: Storage Containers as Mini Storage Warehouse at 1705 E Richards Street (Clearfield Addition #1, Lot 20, Block 5) in a B-1 Local Business District.

Chairman Hancock opened the public hearing at 6:13 p.m. Director Chaffin reviewed the location, zoning data, surrounding land uses, and compliance with the Douglas Master Plan. Staff recommendation was for approval. The applicant was not on hand to answer any questions. There were no public comments. Chairman Hancock closed the public hearing at 6:16 p.m. Commissioner Robin Velasquez moved to recommend approval. Seconded by Commissioner Dave Patterson. Motion 3-0.

VIII. Code Considerations

There were no code considerations.

IX. Staff Report – City Council Action on Forwarded Items

All forwarded items from the December meeting will be heard by City Council at the January 26, 2026 meeting.

X. Adjournment

There being no other business, Chairman Hancock called for a motion to adjourn the meeting. Chairman Hancock adjourned the meeting at 6:18 p.m.

ATTEST:

Heidi McCullough, Secretary

Jay Hancock, Chairman

EVENTS

- Paint & Sip Night
Jan 28, 630P
Converse County Library
- Adult Movie Night
Jan 30, 7P
Converse County Library
- Felt Heart Garland
Feb 3, 6P
Converse County Library
- Cookie Decorating
Feb 5, 6P
Converse County Library
- Line Dancing
Feb 5, 7P
Douglas Senior Center

More information available at:

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

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

All Events Are Subject To Change