COUNCIL MEETING AGENDA

Casper City Council
City Hall Council Chambers
Tuesday, July 21, 2026, at 6:00 p.m.

COUNCIL POLICY ON
PUBLIC COMMENT

I. Members of the public wishing to speak to an item already on the agenda, other than a public hearing or ordinance reading, may speak during the communications from persons present.

II. When speaking to the City Council:
- Please clearly state your name.
- Direct all questions/comments to the Mayor and only the Mayor.
- No personal obscenities or threats will be tolerated.
- Speak to the City Council with civility and decorum.

III. The City Council will not respond to any comments or questions concerning personnel matters; any such comments or questions will be referred to the City Manager. Public hearing comments and presentations will be limited to five minutes or less per person, and no time extensions will be permitted.

IV. If Council chooses to address public comments, this will be done during the "Council Response" following the public comment period.

V. Willful disruption of, or the breach of the peace at, a Council Meeting may result in the removal of any such individuals or groups from the meeting.

VI. **Hearing assistive technology is available in the Council Chambers. For assistance, please ask a City staff member.**

Public input via email is encouraged: **CouncilComments@casperwy.gov**

Please silence cell phones during the City Council meeting

AGENDA

1. ROLL CALL & INTRODUCTIONS
2. PLEDGE OF ALLEGIANCE
3. APPROVAL OF COUNCIL MEETING MINUTES
   A. Consideration of the Minutes of the July 7, 2026 Regular Council Meeting
   B. Consideration of the Minutes of the July 7, 2026 Executive Session
4. CONSIDERATION OF BILLS AND CLAIMS
   A. General Bills & Claims
   B. Conflict Claims
5. COMMUNICATIONS
   A. From Persons Present
   B. Council Response
6. ESTABLISH DATES OF PUBLIC HEARING
   A. Consent
      1. Establish August 4, 2026, as the Public Hearing Date for Consideration of:
         a. An Ordinance **Amending Sections 5.08.140 and 5.08.260 of the Casper Municipal Code**.
         b. A Resolution **Approving the Downtown Urban Renewal Project**.
7. PUBLIC HEARING
   A. Ordinance
      1. An Ordinance Approving an **Annexation, Annexation Agremement, and Zoning** for 4.2-Acres, More or Less, Described as Bryan Stanko Lot 7 PT Commercial, Located at **2585 and 2595 Bryan-Evansville Road**.

2. An Ordinance Approving a **Vacation, Final Plat, Subdivision Agreement, and Zone Change** for the **Robertson Road Addition No. 2 Subdivision** in the City of Casper, Wyoming.

B. Minute Action

1. Approving an Application for New **Restaurant Liquor License No. 55 Brucke Bauen Casper, LLC d/b/a CitiWerks Cafe**, Located at 162 South Wolcott.

2. Approving an Application for New **Restaurant Liquor License** No. 54 **Frida's Mexican Restaurant of Casper, LLC, d/b/a Frida's House Mexican Food**, Located at 350 SE Wyoming Blvd.

8. SECOND READING ORDINANCE

A. Ordinance Approving a Vacation and Replat/Final Plat, and Zone Change for the **"Shepherd of the Hills Addition" Subdivision** in the City of Casper, Wyoming.

9. RESOLUTIONS

A. Consent

1. Adopting the **Downtown Hotel Urban Renewal Plan.**

2. Authorizing an Agreement Between the City of Casper and **Butler Snow LLP** for **Disclosure Council for the Issuance of Municipal Debt.**

3. Authorizing an Agreement Between the City of Casper and **Hathaway & Kunz,** for **Bond Council for the Issuance of Municipal Debt.**

4. Authorize a Contract with **Kinsco LLC, to Supply the City of Casper Fire-EMS Department with Uniform Services** in the Amount of $475,000 for Five Years.

5. Authorizing a Contract for Professional Services for **Transit Services for Natrona County for Fiscal Year 2027.**

6. **Rescinding Resolution No. 26-100 which Accepted a Water Line Easement** with the Jerry Lee Youmans Successor Revocable Living Trust and the Kay L Youmans Successor Revocable Living Trust as Part of the FY26 Priority Water Main Improvements, Tract 2 of South Garden Creek Acres No. 3.

7. Authorizing an Agreement with **GW Mechanical, Inc.,** for the **City Hall Chiller Replacement**, Project No. 25-039.

8. Authorizing an Agreement with **JTR Excavation, LLC,** for the **Wolf Creek Drainage Repair at North Platte River**, Project No. 26-016.

9. Authorizing a Contract for Professional Services with **Hein-Bond Architects, LLC,** for the **Hogadon Structural and Plumbing Repairs**, Project No. 26-012.

10. Authorizing the **Fiscal Year 2027 Contract for Services to Victims of Crime** Between the State of Wyoming Office of the Attorney General, Division of Victim Services and City of Casper, Casper Police Department.

11. Authorizing a **Grant Award Agreement Between the Wyoming Office of Homeland Security** and the City of Casper to **Purchase Software to Enhance the City's Cyber Security Capabilities**.

12. Authorizing **Acceptance of a Wyoming Office of Homeland Security Regional Response Team Training Grant** in the Amount of $10,300.

13. Authorizing **Acceptance of a Wyoming Office of Homeland Regional Response Team Equipment Grant** in the Amount of $65,100 for the Purchase of an XplorIR Handheld Gas Detection Device.

14. **Establishing an Officials Payment Account with First Interstate Bank for Paying Sports Officials.**

15. Approving the **Site Plan** for the **Construction of an Addition to the Casper Ice Arena.**

16. Authorizing a Contract for Professional Services for Transit Services for the Town of Evansville, a Wyoming Municipality, for Fiscal Year 2027.

10. INTRODUCTION OF MEASURES AND PROPOSALS BY CITY COUNCIL

11. ADJOURN INTO EXECUTIVE SESSION: ATTORNEY-CLIENT PRIVILEGE & LITIGATION

12. ADJOURNMENT OF REGULAR MEETING

Upcoming Council Meetings

Regular Council Meetings

6:00 p.m. Tuesday, August 4, 2026 – City Council Chambers

6:00 p.m. Tuesday, August 18, 2026 – City Council Chambers

Work Sessions

4:30 p.m. Tuesday, July 28, 2026 – Council Meeting Room

4:30 p.m. Tuesday, August 11, 2026 – Council Meeting Room

ZONING CLASSIFICATIONS			
FC	Major Flood Channels & Riverbanks	PUD	Planned Unit Development
AG	Urban Agriculture	HM	Hospital Medical
R-1	Residential Estate	C-1	Neighborhood Convenience
R-2	One Unit Residential	C-2	General Business
R-3	One to Four Unit Residential	C-3	Central Business
R-4	High-Density Residential	C-4	Highway Business
R-5	Mixed Residential	M-1	Limited Industrial
R-6	Manufactured Home (Mobile) Park	M-2	General Industrial
PH	Park Historic	SMO	Soil Management Overlay

Casper City Council Regular Meeting Minutes
City Hall Council Chambers
July 7, 2026, at 6:00 p.m.

1. ROLL CALL & INTRODUCTIONS

Mayor Pacheco called the meeting to order at 6:05 p.m.
Present: Pacheco, Gamroth, Pollock, Sweeney, Bond, Larson, Haskins, Jensen, McIntosh.

2. PLEDGE OF ALLEGIANCE

3. APPROVAL OF MINUTES

Approving Minutes of June 16, 2026, Regular Council Meeting and the Minutes of the June 16, 2026 Executive Session. (Motion: Haskins, Second: Bond; Approved 9-0-0).

4.A. APPROVAL OF GENERAL BILLS & CLAIMS

Approving July 7, 2026, General Bills & Claims. (Motion: McIntosh, Second: Pollock; Approved 9-0-0).

July 7, 2026, General Bills & Claims

2ndGnrtn	Goods	21,222.00
71Const	Goods	14,119.11
307CllsnCntr	Services	4,490.42
307Shrdng	Services	165.00
954Cnsltnts	Goods	2,559.05
1075EmrgncyLghtng	Goods	1,358.00
AMae	Services	1,050.00
AAALndscpng	Services	715.00
AbyMnfctrng	Goods	827.75
ACTreeSrvc	Services	8,500.00
AdvncdGeotchnclSltns	Services	15,382.45
AffktvSftwr	Goods	1,954.50
Airgas	Goods	715.54
AllOutFireExt	Services	555.00
Alsco	Services	1,626.41
AMBI	Services	37.94
AmrcnTitle	Goods	250.00
AmrTech	Services	72,061.59
AmndsnAsscts	Services	15,895.50

AnchrElctrc	Services	2,488.81
AqtcInfrmtcs	Services	4,033.82
AreteDsgnGrp	Services	10,532.75
ASBSprtsAcqstn	Goods	484.17
AT&T	Services	25,199.47
AtlntcElctrc	Services	46,045.77
Atlas	Goods	17,741.68
BarDSgns	Goods	2,375.00
BrnrdRealEstate	Services	200.00
Bevel,Grdnr&Assoc	Services	6,255.00
BlkHillsEnrgy	Utilities	23,188.03
BlkmnPrpn	Goods	1,708.62
BrntagPcfc	Goods	175,433.00
BushWellsSprtng	Goods	28.00
CBlair	Refund	1,200.00
CNorwood	Services	70.00
CPierce	Services	1,050.00
Calea	Services	6,911.00
CptlBusnsSystm	Services	3,948.20
CsprAcntngSltns	Services	145.00
CsprElctrc	Services	17,242.50
CsprHsngAthrty	Services	40,064.32
CsprRcrtnlLgsAssctn	Services	956.00
CsprTire	Services	1,509.00
CWRWS	Goods	603,084.49
CWSS	Services	8,582.01
CntryLnk	Utilities	1,531.99
CH2MHill	Services	18,770.64
ChpmnVldz&Lnsng	Services	7,000.74
ChldrnsAdvcy	Services	16,000.00
CtyCspr	Services	227,145.64
CivicPlus	Goods	6,933.07

CivilEngnrng	Services	36,503.25
CLHAssoc	Services	5,900.00
CocaCola	Services	39.00
ClmnSftwrPBC	Services	3,433.83
CommTech	Services	31,160.00
CPU	Goods	36,123.95
Core&Main	Goods	5,944.78
CowboySplyHse	Goods	1,349.67
CrzySeabee	Goods	7,787.00
CrimeScnInfo	Services	134.00
DElliott	Reimb	194.24
DwsnInfrstrctrSltns	Goods	3,274.89
DckrAuto	Services	275.88
Dell	Goods	154.61
DnvrIndstrlSls&Srvcs	Goods	2,172.99
Dscntcell	Services	4,289.26
DKHaulng	Services	140.00
DblDWldng	Services	11,170.00
DrvrChck	Goods	946.28
DynmcCntrls	Services	14,190.68
E&FTowng	Services	1,170.00
EagleEnvrnmntl	Services	496,464.20
EchoRdgBldrs	Services	95,475.00
EmrgncyMdclPhyscns	Services	800.00
EmplyrsCncl	Services	750.00
EnrgyLabs	Services	8,623.00
EngnrngDsgn	Services	1,500.00
ErfnsEtnAnlytcl	Services	287.18
EvariGISCnsltng	Services	2,357.25
ExprsSrvcs	Services	3,152.89
FHiday	Reimb	857.33
FrgsnEnt	Goods	6,406.16

FIB	Investments	23,398.63
FrntRngCnsltng&Phtgrphy	Services	4,572.00
GLewis	Services	800.00
GameTime	Goods	723.34
GeosyntcCnsltnts	Services	20,292.61
GeotechEnvrnmntlEqpmnt	Services	733.40
GilletteSteel	Goods	708.00
GloblSpctrm	Services	42,598.33
Glf&SprtSltns	Goods	3,920.79
GvrnmntJobs.Com	Services	3,500.00
GrnrMotr	Goods	48,209.00
GrzlyExcvtng	Services	183,487.70
GSGArchtctr	Services	7,623.00
HSmith-Spears	Refund	150.00
Hach	Goods	1,065.20
HrdlnEquip	Services	3,167.33
Hwkns	Goods	2,705.89
HDREngnrng	Services	95,413.34
HrclsInd	Goods	4,016.32
HrtgLndscpSplyGrp	Goods	2,044.73
Homax	Goods	163,865.59
HowrdSply	Goods	48.24
HydroOptmztn	Services	13,504.33
IdexxDstrbtn	Goods	1,757.08
IME	Services	1,992.80
IndstrlPrdcts	Goods	11,351.10
Instltn&Srvc	Services	376,792.80
IntrmtnMtrSprts	Goods	2,409.99
IntrwstPaper	Services	1,183.80
ITCElctrcl	Services	554.88
JBisiar	Refund	1,270.00
JCarson	Services	3,900.00

JQuist	Reimb	1,857.66
JSlotsve	Reimb	302.49
JStowers	Reimb	325.00
JStrickland	Reimb	200.79
JNCInvstmnts	Services	312.52
JNSGlobl	Goods	438.12
JonasSftwr	Services	349.00
JstcTrax	Services	2,344.43
KJohnston	Reimb	270.00
KKofakis	Reimb	150.00
KRollison	Reimb	96.00
KeenanSply	Goods	185.71
Kinsco	Goods	175.00
KLJSltnsHldng	Services	38,236.80
KnfRvr	Goods	105,819.12
KommakaziVntrs	Goods	103.90
Kone	Services	33,012.06
KubwtrRes	Goods	8,820.00
Leon'sLndscpng	Services	14,004.12
L.E.R.	Services	43,382.70
LocalLwnCare	Services	2,788.00
Lgstcs365	Goods	37,777.00
LngBldgTech	Services	2,190.00
MCunningham	Refund	710.00
MndrsPntng	Services	76,123.32
Maxx	Services	1,678.67
MercrHouse	Services	6,241.43
MidlndImplmnt	Goods	4,672.93
MLAuto	Services	340.00
MoblCncrte	Goods	18,000.00
MoblMessiah	Services	8,503.50
MoboTrex	Goods	1,757.00

Motn&FlowCntrl	Goods	61.80
MotorlaSltns	Services	24,284.77
MtnAlrmFire&Scrty	Services	5,359.70
MtnStLitho	Services	2,744.55
MtnWstTech	Services	5,204.21
MuniEmrgncySrvc	Goods	1,693.51
MncplTrtmntEqpmnt	Goods	2,216.44
NBartow	Services	3,662.00
Napa	Goods	114,616.12
NCHOJJPB	Services	17,110.17
NCSO	Services	237,121.50
Norco	Goods	163.02
NrthAmrcnUV	Goods	143.00
NWstCntrctrs	Goods	2,812.22
NtchSpclts	Goods	2,099.37
NtrnAgSltns	Goods	140.00
OilCptlTreeSrvc	Services	2,500.00
OneCall	Services	1,908.90
PMoore	Goods	57.15
PNicholson	Reimb	309.02
Pedens	Goods	338.00
Pepsi	Goods	1,516.43
PndrsaBldrs	Services	36,765.00
Post&Assoc	Services	4,720.00
PstlPros	Services	12,648.11
PrfsnlClng	Services	1,395.00
PVSDx	Goods	27,633.15
QstrTchnlgy	Goods	8,730.00
RHarned	Reimb	35.69
RWalters	Reimb	144.15
RftlsFinancialCnsltnts	Services	2,677.50
RailRdMgmt	Services	2,086.82

RmshrnCnstrctn	Services	52,162.60
RgncyMidwstVntrs	Services	711.90
Ricoh	Services	6.76
Rite-WayCmplncGrp	Services	2,644.00
RckyMtnAirSltns	Goods	7,863.41
RckyMtnOilfieldWhse	Goods	31,592.00
RckyMtnPwr	Utilities	179,045.25
ROIFire&Blstc	Goods	1,536.00
RootrSwr	Services	6,170.58
SHilton	Reimb	279.88
Safariland	Goods	2,302.60
SftyKleenSystms	Goods	491.57
Samsara	Goods	4,799.99
Sawyer	Services	177.00
SheetMtlSpclts	Services	2,310.00
SmthPsych	Services	400.00
SftDr	Services	5,566.05
Sonny'sRV	Goods	289.56
Spcwrks	Services	720.00
StntcCnsltng	Services	13,170.00
StOfNE	Goods	2,200.00
StOfWyo	Services	53,463.56
SummitElctrc	Services	90.00
TBrunk	Goods	542.95
TDach	Services	500.00
TO'Brien	Reimb	29.99
T-Mbl	Services	21.84
TheWash	Services	92.23
ThomsnReutrs	Goods	1,180.56
TrgtsltnsLrng	Services	32,154.50
TopOffcPrdcts	Goods	85.90
TrnsrcTrck&Eqpmnt	Goods	1,814,957.74

TretoCnstrctn	Services	99,355.00
TriStOilReclm	Services	584.00
TylerTech	Services	265.00
UltraTchLghtng	Goods	4,402.20
Unifrms2Gear	Goods	2,544.75
UntdCntrlIndstrlSply	Services	5,141.12
VrznWrls	Services	2,437.16
VRC	Services	68.73
WGonzales	Reimb	146.11
Wtl&DaubCntrctrs	Services	54,787.45
WebwareSltns	Services	4,788.00
WstrnMdclAssc	Services	9,490.00
WLCEngnrng	Services	36,824.68
WSP	Services	12,396.50
WWCEngnrng	Services	8,982.15
WyattElctrc	Services	5,118.83
Wyo1stAid	Goods	648.52
WyoMchnry	Services	203,822.95
WyoPoliceSrvcDogAssc	Dues	450.00
WyoSftySply	Goods	1,416.58
WyoSteel&Rcyclng	Services	2,870.00
WyoTrmt&PestCntrl	Services	2,000.00
YndrMrktng	Services	150.00
YouthCrisisCntr	Funding	16,110.78
ZKeizer	Reimb	203.39
ZollMdclCorp	Services	12,369.18
Total		6,891,127.59

4.B. <u>APPROVAL OF CONFLICT CLAIMS</u>

Approving July 7, 2026, Conflict Claims. (Motion: Pollock, Second: Jensen; Abstaining: Gamroth, Pacheco, Sweeney; Approved 6-0-3).

<u>June 16, 2026, Conflict Claims</u>

06/11/26	Kyle Gamroth	Travel Reimbursement	$ 220.40
06/11/26	Ray Pacheco	Travel Reimbursement	$ 220.40

06/18/26	Patrick Sweeney	Travel Reimbursement	$ 220.40
		Claims Total	$661.20

5. COMMUNICATIONS: From Persons Present & Council Response

Citizens speaking to Council were: Ross Schriftman, regarding one cent survey; and Dakota Miller, regarding data center environmental impact concerns.

Council Response: Councilor Pollock stated that there will be a discussion on one cent priorities. Vice Mayor Gamroth stated that Council will pass a resolution outlining the areas on one cent funding, which the City Manager stated will be discussed in August. Vice Mayor Gamroth and Mayor Pacheco also stated that the Prometheus data center concerns are more within the County's jurisdiction and encouraged concerned citizens to reach out to the County.

6.A. ESTABLISH DATES OF PUBLIC HEARING

1. **Establish July 21, 2026, as the Public Hearing Date for Consideration of:**
   a. **An Ordinance Approving the Annexation and Zoning as M-2 (General Industrial), 4.2-acres, More or Less, Located at 2585 and 2595 Bryan-Evansville Road.**
   b. **An Ordinance Approving a Vacation and Replat Creating the Robertson Road Addition No. 2, Located at 3346 Chuckwagon Road, and a Zone Change of the Proposed Robertson Road Addition No. 2 from AG (Urban Agriculture) to R-3 (One to Four Unit Residential).**
   c. **New Restaurant Liquor License No. 55 Brucke Bauen Casper, LLC d/b/a CitiWerks Cafe, Located at 162 South Wolcott**
   d. **New Restaurant Liquor License No. 54 Frida's Mexican Restaurant of Casper, LLC, d/b/a Frida's House Mexican Food**.
2. **Establish September 1, 2026, as the Public Hearing Date for Consideration of:**
   a. **A Resolution Certifying that the Annexation of 4.2-acres, More or Less, Located at 2585 and 2595 Bryan-Evansville Road, Complies with W.S. §15-1-402.**

(Motion: Sweeney, Second: Bond; Abstaining from 6.A.1.c. & 6.A.1.d.: Pollock; 6.A.1.a., 6.A.1.b, & 6.A.2.a.: Approved 9-0-0; 6.A.1.c & 6.A.1.d.: Approved 8-0-1).

7.A. PUBLIC HEARING

1. **ORDINANCE NO. 07-26: An Ordinance Approving a Vacation, Replat/Final Plat, and Zone Change for the "Shepherd of the Hills Addition" Subdivision in the City of Casper, Wyoming.**

   Mayor Pacheco declared the public hearing open. City Attorney Nelson entered exhibits into the record. Speaking in favor: Dale Bohren. No speakers speaking in opposition. Mayor Pacheco declared the public hearing closed.

   (Motion: Pollock, Second: Haskins; Approved 9-0-0).

8. THIRD READING ORDINANCES

A. **ORDINANCE NO. 05-26: An Ordinance Approving a Temporary Moratorium on the Establishment of New Gaming/Gambling Uses in the City of Casper, Wyoming.**

City Manager Jordan gave a report. Members of the public speaking to Council were: Ross Schriftman. Council discussed the ordinance. Councilor Sweeney discussed postponing the third reading, and City Attorney Nelson advised that Roberts Rules limited postponement to the next regular business meeting. (Approve on 3rd Reading - Motion: Haskins, Second: McIntosh; No Votes: Sweeney & Jensen; Approved 7-2-0).

Councilor Sweeney exited the meeting at 7:14 p.m.

B. ORDINANCE NO. 06-26: An Ordinance Amending Section 10.36.031 – Mobile Vendor Parking of the Casper Municipal Code.
(Approve on 3rd Reading - Motion: Haskins, Second: Bond; Approved 8-0-0).

9.A. NON-CONSENT RESOLUTIONS

1. RESOLUTION NO. 26-138: Authorizing the Purchase of a Fouts Fire Heavy Rescue Apparatus from True North Cascade to be Used by the Casper Fire-EMS Department.

City Manager Jordan gave a report.
(Approved – Motion: McIntosh, Second: Haskins; Approved 8-0-0).

9.B. CONSENT RESOLUTIONS

1. RESOLUTION NO. 26-139: Approving Amendment No. Two to the Contract for Professional Services with WWC Engineering for Additional Water and Sanitary Sewer Utility Inspections Related to Project No. 21-018.
2. RESOLUTION NO. 26-140: Authorizing an Agreement with 71 Construction, Inc., for the Center Street Underpass Storm Sewer & Concrete Improvements, Project No. 21-074.
3. RESOLUTION NO. 26-141: Authorizing an Agreement and Change Order No. 1 with American Contracting LLC for the Comb Gate and Controller Replacements, Project No. 24-059.
4. RESOLUTION NO. 26-142: Accepting a Sanitary Sewer Easement from the Cody and Jessica Cline Living Trust, Larson Revocable Trust, and Kari Hawthorne (Grantors).
5. RESOLUTION NO. 26-143: Rescinding and Replacing Resolution No. 26-02 Providing for the Naming of Legal Depositories and Investment Firms for 2026
6. RESOLUTION NO. 26-144: Authorizing Amendment No. 3 to the Agreement with Barnum, Inc., for Construction Manager at Risk Services for the North Platte River Restoration Izaak Walton Reach, Project No. 15-66.
7. RESOLUTION NO. 26-145: Authorizing Amendment No. 2 to the Contract for Professional Services with Civil Engineering Professionals, Inc., for the North Casper Athletics and Recreation Complex Improvements, Project No. 24-050.
8. RESOLUTION NO. 26-146: Authorizing a Contract for Outside-City Water Services with Caleb J. Dill and Katherine A. Dill.
9. RESOLUTION NO. 26-147: Authorizing a Revocable License Agreement with Evansville for Access and Utilities Located at E Yellowstone Hwy and proposed Gambler Rd within City-owned Rails to Trails Corridor.
10. RESOLUTION NO. 26-148: Authorizing a Contract for Professional Services for Transit Services for the City of Mills, a Wyoming Municipality, for Fiscal Year 2027.

11. RESOLUTION NO. 26-149: Authorizing an Agreement for Construction Management Services with Sampson Construction Company, Inc., in the Amount of $15,000, for the New Metro Animal Facility, Project No. 24-073.
12. RESOLUTION NO. 26-150: Authorizing a Memorandum of Understanding with Casper College for the Paving of Murane Playing and Soccer Field Parking Lot.
13. RESOLUTION NO. 26-151: Authorizing a Contract for Professional Services for Transit Services for the Town of Bar Nunn, a Wyoming Municipality, for Fiscal Year 2027.
14. RESOLUTION NO. 26-152: Authorizing Amendment No. 2 to the Professional Services Agreement with Clean Club 307 L.L.C for Custodial Maintenance Services.
15. RESOLUTION NO. 26-153: Authorizing Submission of an Application for Federal Funding through TAP Administered by WYDOT for the Purpose of the 13th Street Pathway, Project No.26-023.
16. RESOLUTION NO. 26-154: Authorizing City Council to Appoint Keith Robert Nachbar as a Provisional Judge for the Casper Municipal Court and Enter into an Employment Agreement.
17. RESOLUTION NO. 26-155: Authorizing an Agreement with Battle Ridge Builders, LLC for Construction of the North Platte River Pedestrian Bridge, Project No. 24-007.
18. RESOLUTION NO. 26-156: Granting an Access and Utility Easement for Maintenance of Overhead and Underground Utilities at the Casper Business Center.
19. RESOLUTION NO. 26-157: Granting an Access Easement to Serve the Properties and Business of Block 8, City of Casper Addition.

(Approving the Foregoing Consent Resolution Agenda - Motion: Bond, Second: McIntosh; Approved 8-0-0)

10. INTRODUCTION OF MEASURES & PROPOSALS BY CITY COUNCIL

11. EXECUTIVE SESSION

(Adjourn into Executive Session to discuss Attorney-Client Privileged Matters at 7:33 p.m. Motion: McIntosh, Second: Pollock; Approved, 8-0-0)

(Adjourn out of Executive Session at 8:12 p.m. Motion: Pollock, Second: Bond; Approved, 8-0-0)

12. ADJOURNMENT OF REGULAR MEETING

Meeting adjourned at 8:12 p.m.

(Motion: McIntosh, Second: Gamroth; Approved, 8-0-0)

CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

Amanda Ainsworth
City Clerk

Ray Pacheco
Mayor

City of Casper - Bills and Claims for July 21, 2026

4IMPRINT, INC

4IMPRINT, INC	Metro Animal Shelter	ALL OTHER DIRECT MARKETERS, Kennel Tech	$237.72
4IMPRINT, INC - Total For Metro Animal Shelter			*$237.72*
4IMPRINT, INC - ALL DEPARTMENTS			$237.72

71 CONSTRUCTION, INC

71 CONSTRUCTION, INC	Streets	1/2" Hot Mix Asphalt	$393.86
71 CONSTRUCTION, INC	Streets	3/4" Hot Mix Asphalt	$3,052.18
71 CONSTRUCTION, INC - Total For Streets			*$3,446.04*
71 CONSTRUCTION, INC - ALL DEPARTMENTS			$3,446.04

954 CONSULTANTS LLC

954 CONSULTANTS LLC	Information Services	Fire Station #5 CUBE Licensing for SIP Trunk	$1,716.56
954 CONSULTANTS LLC - Total For Information Services			*$1,716.56*
954 CONSULTANTS LLC - ALL DEPARTMENTS			$1,716.56

A.M.B.I. & SHIPPING,

A.M.B.I. & SHIPPING,	City Attorney	Postage / Mailing Service	$37.06
A.M.B.I. & SHIPPING, - Total For City Attorney			*$37.06*
A.M.B.I. & SHIPPING,	Customer Service	Postage / Mailing Service	$401.36
A.M.B.I. & SHIPPING, - Total For Customer Service			*$401.36*
A.M.B.I. & SHIPPING,	Engineering	Postage / Mailing Service	$24.36
A.M.B.I. & SHIPPING, - Total For Engineering			*$24.36*
A.M.B.I. & SHIPPING,	Fire-EMS Administration	Postage / Mailing Service	$12.92
A.M.B.I. & SHIPPING, - Total For Fire-EMS Administration			*$12.92*
A.M.B.I. & SHIPPING,	Human Resources	Postage / Mailing Service	$12.84
A.M.B.I. & SHIPPING, - Total For Human Resources			*$12.84*
A.M.B.I. & SHIPPING,	Municipal Court	Postage / Mailing Service	$73.20
A.M.B.I. & SHIPPING, - Total For Municipal Court			*$73.20*
A.M.B.I. & SHIPPING,	Police Administration	Postage / Mailing Service	$1,122.55
A.M.B.I. & SHIPPING, - Total For Police Administration			*$1,122.55*

A.M.B.I. & SHIPPING,	Refuse - Commercial	Postage / Mailing Service REFUSE USING	$400.25
A.M.B.I. & SHIPPING, - Total For Refuse - Commercial			*$400.25*
A.M.B.I. & SHIPPING,	Risk Management	Postage / Mailing Service	$0.95
A.M.B.I. & SHIPPING, - Total For Risk Management			*$0.95*
A.M.B.I. & SHIPPING,	Water Distribution	Postage / Mailing Service	$335.16
A.M.B.I. & SHIPPING, - Total For Water Distribution			*$335.16*
A.M.B.I. & SHIPPING, - ALL DEPARTMENTS			$2,420.65

AAA LANDSCAPING

AAA LANDSCAPING	Balefill - Disposal & Landfill	Mowing / Trimming Service & Spray Weeds	$1,100.00
AAA LANDSCAPING - Total For Balefill - Disposal & Landfill			*$1,100.00*
AAA LANDSCAPING	Community Development	Mowing / Trimming Service	$372.96
AAA LANDSCAPING	Community Development	Mowing / Trimming Service	$346.21
AAA LANDSCAPING	Community Development	Mowing / Trimming Service	$50.00
AAA LANDSCAPING	Community Development	Mowing / Trimming Service	$258.23
AAA LANDSCAPING	Community Development	Mowing / Trimming Service	$412.17
AAA LANDSCAPING - Total For Community Development			*$1,439.57*
AAA LANDSCAPING - ALL DEPARTMENTS			$2,539.57

AIRGAS USA LLC

AIRGAS USA LLC	Balefill - Baler Processing	Oxygen/Welding SUPPLIES FOR MAINT/BALE	$195.33
AIRGAS USA LLC - Total For Balefill - Baler Processing			*$195.33*
AIRGAS USA LLC	Refuse - Residential	Hydration Drink Mixes & Gloves	$141.54
AIRGAS USA LLC - Total For Refuse - Residential			*$141.54*
AIRGAS USA LLC - ALL DEPARTMENTS			$336.87

ALBERTSONS #0060

ALBERTSONS #0060	Rec Center - Classes	Donuts	$99.90
ALBERTSONS #0060 - Total For Rec Center - Classes			*$99.90*
ALBERTSONS #0060	Softball	Adult Softball Supplies	$19.33
ALBERTSONS #0060 - Total For Softball			*$19.33*
ALBERTSONS #0060 - ALL DEPARTMENTS			$119.23

ALSCO

ALSCO	Balefill - Disposal & Landfill	Professional Laundry Services	$124.54
ALSCO	Balefill - Disposal & Landfill	Professional Laundry Services	$72.25
ALSCO - Total For Balefill - Disposal & Landfill			*$196.79*
ALSCO	Fleet Maintenance Fund	Laundry Service	$188.73
ALSCO - Total For Fleet Maintenance Fund			*$188.73*
ALSCO	Refuse - Residential	Professional Laundry Services	$59.77
ALSCO - Total For Refuse - Residential			*$59.77*
ALSCO	Regional Water Operations	Professional Laundry Services	$51.28
ALSCO - Total For Regional Water Operations			*$51.28*
ALSCO	Streets	Professional Laundry Services	$153.77
ALSCO	Streets	Professional Laundry Services	$154.37
ALSCO	Streets	Professional Laundry Services	$153.77
ALSCO	Streets	Professional Laundry Services	$153.77
ALSCO	Streets	Professional Laundry Services	$153.77
ALSCO - Total For Streets			*$769.45*
ALSCO	WWTP Operations	Professional Laundry Services	$180.95
ALSCO	WWTP Operations	Professional Laundry Services	$176.79
ALSCO - Total For WWTP Operations			*$357.74*
ALSCO - ALL DEPARTMENTS			$1,623.76

AMAZON MARK

AMAZON MARK	Aquatics - Operations	Chorine test strips and raffle tickets	$7.59
AMAZON MARK - Total For Aquatics - Operations			*$7.59*
AMAZON MARK	Aquatics- Mike Sedar Oper.	Chorine test strips and raffle tickets	$9.00
AMAZON MARK - Total For Aquatics- Mike Sedar Oper.			*$9.00*
AMAZON MARK	Aquatics- Paradise Valley Op	Chorine test strips and raffle tickets	$9.00
AMAZON MARK - Total For Aquatics- Paradise Valley Oper			*$9.00*
AMAZON MARK	Aquatics- Washington Oper	Chorine test strips and raffle tickets	$9.00
AMAZON MARK - Total For Aquatics- Washington Oper			*$9.00*
AMAZON MARK	Field Maintenance	Chorine test strips and raffle tickets	$18.00
AMAZON MARK - Total For Field Maintenance			*$18.00*
AMAZON MARK	Police Administration	General Supplies	$49.49
AMAZON MARK - Total For Police Administration			*$49.49*

AMAZON MARK	Public Safety Communication	PSCC Training guides	$96.89
AMAZON MARK	Public Safety Communication	Command Bus Cradlepoint Power Adapter	$18.59
AMAZON MARK	Public Safety Communication	PSCC Training guides	$443.72
AMAZON MARK - Total For Public Safety Communications			*$559.20*
AMAZON MARK	Rec Center - Classes	Adventure Camp supplies	$769.19
AMAZON MARK - Total For Rec Center - Classes			*$769.19*
AMAZON MARK	Rec Center - Special Program	Nerf super soaker	$27.98
AMAZON MARK	Rec Center - Special Program	Family pool party prizes	$169.92
AMAZON MARK - Total For Rec Center - Special Programs			*$197.90*
AMAZON MARK	Regional Water Operations	Office Seat	$29.99
AMAZON MARK - Total For Regional Water Operations			*$29.99*
AMAZON MARK	Water Distribution	HYDRALIC PUMP FOR BOX CRUSHER	$134.99
AMAZON MARK - Total For Water Distribution			*$134.99*
AMAZON MARK - ALL DEPARTMENTS			$1,793.35

AMAZON MKTPL

AMAZON MKTPL	Aquatics - Operations	Pool test Chemicals	$366.13
AMAZON MKTPL - Total For Aquatics - Operations			*$366.13*
AMAZON MKTPL	Cemetery	TE tree guards	$28.49
AMAZON MKTPL	Cemetery	IR Irrigation supplies (909.93) TE Shop tools (	$1,056.26
AMAZON MKTPL - Total For Cemetery			*$1,084.75*
AMAZON MKTPL	Finance	Labels for Zebra GX420d (AP) Barcode Label	$43.69
AMAZON MKTPL - Total For Finance			*$43.69*
AMAZON MKTPL	Hogadon - Operations	Safety Items & Uniforms	$20.44
AMAZON MKTPL	Hogadon - Operations	Office Supplies KS	$119.99
AMAZON MKTPL	Hogadon - Operations	Water Tablets	$31.45
AMAZON MKTPL	Hogadon - Operations	Safety Items & Uniforms	$898.30
AMAZON MKTPL - Total For Hogadon - Operations			*$1,070.18*
AMAZON MKTPL	Pickleball/Tennis	2026 MPB Tournament Raffle Items	$35.74
AMAZON MKTPL - Total For Pickleball/Tennis			*$35.74*
AMAZON MKTPL	Public Safety Communication	Training - Books	$15.99
AMAZON MKTPL	Public Safety Communication	Training	$15.42
AMAZON MKTPL - Total For Public Safety Communications			*$31.41*
AMAZON MKTPL	Rec Center - Classes	Construction paper	$54.72
AMAZON MKTPL	Rec Center - Classes	Binders for CYCL camp	$62.91

AMAZON MKTPL	Rec Center - Classes	Thumb tacks	$7.59
AMAZON MKTPL - Total For Rec Center - Classes			*$125.22*
AMAZON MKTPL	Rec Center - Special Program	Beach Day supplies	$347.25
AMAZON MKTPL	Rec Center - Special Program	Water balloon buckets for Beach Day	$89.16
AMAZON MKTPL - Total For Rec Center - Special Programs			*$436.41*
AMAZON MKTPL	Regional Water Operations	office supplies	$20.49
AMAZON MKTPL - Total For Regional Water Operations			*$20.49*
AMAZON MKTPL	Softball	Megaphone for North Casper Softball Fields	$63.04
AMAZON MKTPL	Softball	Crossroads Cleaning Supplies	$51.37
AMAZON MKTPL - Total For Softball			*$114.41*
AMAZON MKTPL	Water Distribution	OFFICE SUPPLIES	$14.59
AMAZON MKTPL - Total For Water Distribution			*$14.59*
AMAZON MKTPL	Weed & Pest Fund	cases	$103.56
AMAZON MKTPL - Total For Weed & Pest Fund			*$103.56*
AMAZON MKTPL - ALL DEPARTMENTS			$3,446.58

AMAZON MKTPLACE PMTS

AMAZON MKTPLACE PMTS	Water Distribution	RETURN- PLASTIC SLEEVES	($19.59)
AMAZON MKTPLACE PMTS - Total For Water Distribution			*($19.59)*
AMAZON MKTPLACE PMTS	Weed & Pest Fund	refund	($1.73)
AMAZON MKTPLACE PMTS	Weed & Pest Fund	refund	($3.48)
AMAZON MKTPLACE PMTS	Weed & Pest Fund	refund	($1.78)
AMAZON MKTPLACE PMTS - Total For Weed & Pest Fund			*($6.99)*
AMAZON MKTPLACE PMTS - ALL DEPARTMENTS			($26.58)

AMAZON RETA

AMAZON RETA	Human Resources	Amazon- Personnel File Folder	$36.94
AMAZON RETA	Human Resources	Batteries, Post Card Stock	$28.21
AMAZON RETA - Total For Human Resources			*$65.15*
AMAZON RETA	Rec Center - Classes	Basketballs	$188.73
AMAZON RETA	Rec Center - Classes	CRC yoga mats	$236.18
AMAZON RETA - Total For Rec Center - Classes			*$424.91*
AMAZON RETA	Rec Center - Special Program	Airpods	$396.00
AMAZON RETA - Total For Rec Center - Special Programs			*$396.00*

AMAZON RETA	Regional Water Operations	office supplies	$18.78
AMAZON RETA	Regional Water Operations	Ice machine	$338.90
AMAZON RETA	Regional Water Operations	Office Supplies	$64.47
AMAZON RETA - Total For Regional Water Operations			*$422.15*
AMAZON RETA	Sport & Athletics Admin	Command Strips for Office	$9.74
AMAZON RETA	Sport & Athletics Admin	Laptop Supplies	$31.42
AMAZON RETA - Total For Sport & Athletics Admin			*$41.16*
AMAZON RETA - ALL DEPARTMENTS			$1,349.37

AMERICAN RED CROSS

AMERICAN RED CROSS	Aquatics- Washington Oper	Lifeguard Certification	$240.00
AMERICAN RED CROSS - Total For Aquatics- Washington Oper			*$240.00*
AMERICAN RED CROSS - ALL DEPARTMENTS			$240.00

ANC ANCESTRY.COM

ANC ANCESTRY.COM	Fort Caspar	Subscription for archives	$229.00
ANC ANCESTRY.COM - Total For Fort Caspar			*$229.00*
ANC ANCESTRY.COM - ALL DEPARTMENTS			$229.00

ARETE DESIGN GROUP L

ARETE DESIGN GROUP L	Capital Projects Fund	Washington Park Phase 3 Band S	$5,150.75
ARETE DESIGN GROUP L - Total For Capital Projects Fund			*$5,150.75*
ARETE DESIGN GROUP L - ALL DEPARTMENTS			$5,150.75

AT & T CORP

AT & T CORP	Fire-EMS Administration	Acct #FNP1	$643.11
AT & T CORP - Total For Fire-EMS Administration			*$643.11*
AT & T CORP	Public Engagement	Acct #287317342545 iPad data, hot spot , eq	$156.78
AT & T CORP	Public Engagement	Acct #287317342545 iPad data	$40.54
AT & T CORP	Public Engagement	Acct #287317342545 iPad Data & hot spot	$81.08
AT & T CORP	Public Engagement	Acct #287317342545 iPad Data and hot spot	$81.08
AT & T CORP	Public Engagement	Acct #287317342545 iPad data and hot spot	$81.08
AT & T CORP - Total For Public Engagement			*$440.56*

AT & T CORP	Public Safety Communication	Acct #051 221-2711 001	$163.49
AT & T CORP - Total For Public Safety Communications			*$163.49*
AT & T CORP - ALL DEPARTMENTS			$1,247.16

ATLAS OFFICE PRODUCT

ATLAS OFFICE PRODUCT	Balefill - Diversion & Special	Office Furniture FOR SPECIAL WASTE SUPER	$323.31
ATLAS OFFICE PRODUCT - Total For Balefill - Diversion & Special			*$323.31*
ATLAS OFFICE PRODUCT	Buildings & Structures Fund	Office Supplies	$2,069.75
ATLAS OFFICE PRODUCT - Total For Buildings & Structures Fund			*$2,069.75*
ATLAS OFFICE PRODUCT	City Attorney	Office Supplies	($17.44)
ATLAS OFFICE PRODUCT - Total For City Attorney			*($17.44)*
ATLAS OFFICE PRODUCT	Customer Service	Office Supplies	$54.17
ATLAS OFFICE PRODUCT	Customer Service	Office Supplies	$38.97
ATLAS OFFICE PRODUCT - Total For Customer Service			*$93.14*
ATLAS OFFICE PRODUCT	Finance	Post-It Notes	$58.04
ATLAS OFFICE PRODUCT - Total For Finance			*$58.04*
ATLAS OFFICE PRODUCT	Refuse - Commercial	Office Furniture SUPERVISOR FOR REFUSE	$293.58
ATLAS OFFICE PRODUCT - Total For Refuse - Commercial			*$293.58*
ATLAS OFFICE PRODUCT - ALL DEPARTMENTS			$2,820.38

ATLAS REPRODUCTION

ATLAS REPRODUCTION	Cemetery	Copier / Printer Usage	$78.67
ATLAS REPRODUCTION - Total For Cemetery			*$78.67*
ATLAS REPRODUCTION	Fire-EMS Administration	Copier / Printer Usage	$177.94
ATLAS REPRODUCTION - Total For Fire-EMS Administration			*$177.94*
ATLAS REPRODUCTION	Fleet Maintenance Fund	Copier / Printer Usage	$28.00
ATLAS REPRODUCTION - Total For Fleet Maintenance Fund			*$28.00*
ATLAS REPRODUCTION	Golf - Operations	Copier / Printer Usage	$76.36
ATLAS REPRODUCTION - Total For Golf - Operations			*$76.36*
ATLAS REPRODUCTION	Hogadon - Operations	Copier / Printer Usage	$15.00
ATLAS REPRODUCTION - Total For Hogadon - Operations			*$15.00*
ATLAS REPRODUCTION	Human Resources	Copier / Printer Usage	$85.61
ATLAS REPRODUCTION - Total For Human Resources			*$85.61*
ATLAS REPRODUCTION	Regional Water Operations	Copier / Printer Usage	$85.21

ATLAS REPRODUCTION - Total For Regional Water Operations			*$85.21*
ATLAS REPRODUCTION - ALL DEPARTMENTS			$546.79

AUTOZONE #1293

AUTOZONE #1293	Regional Water Operations	Safety tools	$70.47
AUTOZONE #1293 - Total For Regional Water Operations			*$70.47*
AUTOZONE #1293 - ALL DEPARTMENTS			$70.47

BAILEYS ACE HDWE

BAILEYS ACE HDWE	Balefill - Disposal & Landfill	Flag for scale house flag pole	$41.99
BAILEYS ACE HDWE	Balefill - Disposal & Landfill	Safety Bits for baler	$35.97
BAILEYS ACE HDWE - Total For Balefill - Disposal & Landfill			*$77.96*
BAILEYS ACE HDWE	Balefill - Diversion & Special	Extra key for compost sale yard shed	$10.58
BAILEYS ACE HDWE - Total For Balefill - Diversion & Special			*$10.58*
BAILEYS ACE HDWE	Buildings & Structures Fund	Electrical repair supplies for Washington Poo	$20.99
BAILEYS ACE HDWE	Buildings & Structures Fund	Repair supplies for City Hall - Baileys Ace	$26.15
BAILEYS ACE HDWE	Buildings & Structures Fund	BAS Shop Supplies - Bailey's Ace	$49.99
BAILEYS ACE HDWE	Buildings & Structures Fund	HVAC PM Supplies for Traffic Shop - Baileys	$51.98
BAILEYS ACE HDWE	Buildings & Structures Fund	Electrical repair supplies for Washington Poo	$12.99
BAILEYS ACE HDWE	Buildings & Structures Fund	Repair supplies for Aquatics Center - Baileys	$6.96
BAILEYS ACE HDWE - Total For Buildings & Structures Fund			*$169.06*
BAILEYS ACE HDWE	Cemetery	TE shop tools	$36.96
BAILEYS ACE HDWE - Total For Cemetery			*$36.96*
BAILEYS ACE HDWE	Refuse - Recycling	Maintenance Supplies for MRF	$65.72
BAILEYS ACE HDWE - Total For Refuse - Recycling			*$65.72*
BAILEYS ACE HDWE - ALL DEPARTMENTS			$360.28

BAR-D SIGNS, INC.

BAR-D SIGNS, INC.	Refuse - Residential	Install Vinyl Lettering TRK#2344 RES SL 2026	$802.30
BAR-D SIGNS, INC.	Refuse - Residential	Install Vinyl Lettering TRK#2324 RES RL 2026	$845.05
BAR-D SIGNS, INC.	Refuse - Residential	Install Vinyl Lettering TRK#2345 RES SL 2026	$802.30
BAR-D SIGNS, INC. - Total For Refuse - Residential			*$2,449.65*

BAR-D SIGNS, INC. - ALL DEPARTMENTS			$2,449.65

BARGREEN ELLINGSON

BARGREEN ELLINGSON	Buildings & Structures Fund	Plumbing repair supplies for Fire Station 6 -	$116.50
BARGREEN ELLINGSON - Total For Buildings & Structures Fund			*$116.50*
BARGREEN ELLINGSON - ALL DEPARTMENTS			$116.50

BEST BUY

BEST BUY	Police Career Services	Recruitment trip	$43.89
BEST BUY - Total For Police Career Services			*$43.89*
BEST BUY - ALL DEPARTMENTS			$43.89

BIG D #27

BIG D #27	Fire-EMS Training	Fuel to travel to a training in Laramie	$84.00
BIG D #27 - Total For Fire-EMS Training			*$84.00*
BIG D #27 - ALL DEPARTMENTS			$84.00

BIG D #63

BIG D #63	Fire-EMS Operations	Fuel	$95.81
BIG D #63 - Total For Fire-EMS Operations			*$95.81*
BIG D #63 - ALL DEPARTMENTS			$95.81

BITLY.COM

BITLY.COM	Public Engagement	Subscription QR codes	$120.00
BITLY.COM - Total For Public Engagement			*$120.00*
BITLY.COM - ALL DEPARTMENTS			$120.00

BLACK HILLS ENERGY

BLACK HILLS ENERGY	Aquatics - Operations	Acct #7584 6122 74	$2,857.43
BLACK HILLS ENERGY - Total For Aquatics - Operations			*$2,857.43*
BLACK HILLS ENERGY	Aquatics- Marion Kreiner Op	Acct #9723 1947 06	$49.60

BLACK HILLS ENERGY - Total For Aquatics- Marion Kreiner Oper.			*$49.60*
BLACK HILLS ENERGY	Aquatics- Mike Sedar Oper.	Acct #9723 1947 06	$3,465.25
BLACK HILLS ENERGY - Total For Aquatics- Mike Sedar Oper.			*$3,465.25*
BLACK HILLS ENERGY	Aquatics- Paradise Valley Op	Acct #9723 1947 06	$3,256.87
BLACK HILLS ENERGY - Total For Aquatics- Paradise Valley Oper			*$3,256.87*
BLACK HILLS ENERGY	Aquatics- Washington Oper	Acct #9723 1947 06	$3,408.66
BLACK HILLS ENERGY - Total For Aquatics- Washington Oper			*$3,408.66*
BLACK HILLS ENERGY	Ash Street Building	Acct #4376 8927 11	$410.95
BLACK HILLS ENERGY	Ash Street Building	Acct #0421 9638 76	$50.58
BLACK HILLS ENERGY - Total For Ash Street Building			*$461.53*
BLACK HILLS ENERGY	Buildings & Structures Fund	Acct #8545 6521 02	$42.92
BLACK HILLS ENERGY - Total For Buildings & Structures Fund			*$42.92*
BLACK HILLS ENERGY	Cemetery	Acct #9629 0042 60	$45.36
BLACK HILLS ENERGY - Total For Cemetery			*$45.36*
BLACK HILLS ENERGY	City Center Building	Acct #8545 6521 02	$33.00
BLACK HILLS ENERGY - Total For City Center Building			*$33.00*
BLACK HILLS ENERGY	City Hall	Acct #6837 4281 65	$778.69
BLACK HILLS ENERGY - Total For City Hall			*$778.69*
BLACK HILLS ENERGY	Fire-EMS Administration	Acct #1783 9430 41	$439.80
BLACK HILLS ENERGY	Fire-EMS Administration	Acct #3267 4234 58	$80.72
BLACK HILLS ENERGY - Total For Fire-EMS Administration			*$520.52*
BLACK HILLS ENERGY	Ice Arena - Operations	Acct #9570 6006 61	$343.18
BLACK HILLS ENERGY - Total For Ice Arena - Operations			*$343.18*
BLACK HILLS ENERGY	Marathon Building	Acct #8545 6521 02	$96.00
BLACK HILLS ENERGY - Total For Marathon Building			*$96.00*
BLACK HILLS ENERGY	Miller St. Dormitory	Acct #8545 6521 02	$50.73
BLACK HILLS ENERGY - Total For Miller St. Dormitory			*$50.73*
BLACK HILLS ENERGY	Public Transit - Operations	Acct #3470 5680 29	$44.04
BLACK HILLS ENERGY - Total For Public Transit - Operations			*$44.04*
BLACK HILLS ENERGY	Regional Water Operations	Acct #7513 1659 94	$645.46
BLACK HILLS ENERGY - Total For Regional Water Operations			*$645.46*
BLACK HILLS ENERGY - ALL DEPARTMENTS			$16,099.24

BLACKOUT WINDOW TINT

BLACKOUT WINDOW TINT	Capital - One Cent 17	Window Tinting Service	$280.00

BLACKOUT WINDOW TINT - Total For Capital - One Cent 17			*$280.00*
BLACKOUT WINDOW TINT - ALL DEPARTMENTS			$280.00

BLOEDORN LUMBER-CASP

BLOEDORN LUMBER-CASP	Buildings & Structures Fund	Repair supplies for Washington Restrooms -	$1,045.78
BLOEDORN LUMBER-CASP - Total For Buildings & Structures Fund			*$1,045.78*
BLOEDORN LUMBER-CASP	WWTP Operations	MASKS FOR MOWING	$29.99
BLOEDORN LUMBER-CASP - Total For WWTP Operations			*$29.99*
BLOEDORN LUMBER-CASP - ALL DEPARTMENTS			$1,075.77

BOOT BARN #76

BOOT BARN #76	Police Career Services	Hats for rodeo / parade wk	$50.99
BOOT BARN #76 - Total For Police Career Services			*$50.99*
BOOT BARN #76 - ALL DEPARTMENTS			$50.99

BOUND TREE MEDICAL L

BOUND TREE MEDICAL L	Fire-EMS Operations	mega mover patient moving tarps	$1,284.69
BOUND TREE MEDICAL L - Total For Fire-EMS Operations			*$1,284.69*
BOUND TREE MEDICAL L - ALL DEPARTMENTS			$1,284.69

BRENNTAG PACIFIC, IN

BRENNTAG PACIFIC, IN	Regional Water Operations	Ferric Chloride	$20,068.00
BRENNTAG PACIFIC, IN	Regional Water Operations	Ferric Chloride	$19,507.00
BRENNTAG PACIFIC, IN	Regional Water Operations	Ferric Chloride	$16,149.50
BRENNTAG PACIFIC, IN	Regional Water Operations	Ferric Chloride	$20,289.00
BRENNTAG PACIFIC, IN	Regional Water Operations	Ferric Chloride	$19,838.50
BRENNTAG PACIFIC, IN - Total For Regional Water Operations			*$95,852.00*
BRENNTAG PACIFIC, IN	WWTP Regional Interceptors	Ferrous Chloride Solution	$20,452.47
BRENNTAG PACIFIC, IN - Total For WWTP Regional Interceptors			*$20,452.47*
BRENNTAG PACIFIC, IN - ALL DEPARTMENTS			$116,304.47

BURNS & MCDONNELL EN

BURNS & MCDONNELL EN	Balefill - Disposal & Landfill	Title V Monitoring & Reporting	$888.52
BURNS & MCDONNELL EN - Total For Balefill - Disposal & Landfill			*$888.52*
BURNS & MCDONNELL EN - ALL DEPARTMENTS			$888.52

BUSH-WELLS SPORTING

BUSH-WELLS SPORTING	Regional Water Operations	uniforms for staff	$1,422.00
BUSH-WELLS SPORTING - Total For Regional Water Operations			*$1,422.00*
BUSH-WELLS SPORTING - ALL DEPARTMENTS			$1,422.00

CANVA I04938-317656

CANVA I04938-317656	Human Resources	Canva Subscription	$120.00
CANVA I04938-317656 - Total For Human Resources			*$120.00*
CANVA I04938-317656 - ALL DEPARTMENTS			$120.00

CANVA I04938-465394

CANVA I04938-465394	Human Resources	Sympathy, Baby, and Get Well Cards - Canva	$120.00
CANVA I04938-465394 - Total For Human Resources			*$120.00*
CANVA I04938-465394 - ALL DEPARTMENTS			$120.00

CAROLINA SOFTWARE

CAROLINA SOFTWARE	Balefill - Disposal & Landfill	WasteWORKS Quarterly Software Support	$700.00
CAROLINA SOFTWARE - Total For Balefill - Disposal & Landfill			*$700.00*
CAROLINA SOFTWARE - ALL DEPARTMENTS			$700.00

CASPER ACCOUNTING SO

CASPER ACCOUNTING SO	Sport & Athletics Admin	Monthly Accounting Services	$471.25
CASPER ACCOUNTING SO - Total For Sport & Athletics Admin			*$471.25*
CASPER ACCOUNTING SO - ALL DEPARTMENTS			$471.25

CASPER ELECTRIC, INC

CASPER ELECTRIC, INC	Capital - One Cent 17	Run FWC Concession Stand Network Data Ca	$4,400.00

CASPER ELECTRIC, INC - Total For Capital - One Cent 17			*$4,400.00*
CASPER ELECTRIC, INC - ALL DEPARTMENTS			$4,400.00

CASPER TIRE

CASPER TIRE	Balefill - Disposal & Landfill	Flat Repair TRK# 2320 F350 FORD 2024	$20.00
CASPER TIRE - Total For Balefill - Disposal & Landfill			*$20.00*
CASPER TIRE	Refuse - Commercial	Flat Repair TRK#2325 COM FL 2025	$45.00
CASPER TIRE - Total For Refuse - Commercial			*$45.00*
CASPER TIRE	Refuse - Recycling	Flat Repair TRK#2336 RECYCLE FL 2025	$45.00
CASPER TIRE - Total For Refuse - Recycling			*$45.00*
CASPER TIRE - ALL DEPARTMENTS			$110.00

CENTRAL WY. REGIONAL

CENTRAL WY. REGIONAL	Water Revenue and Transfer	System Investment Charges - June 2026	$34,392.00
CENTRAL WY. REGIONAL - Total For Water Revenue and Transfers			*$34,392.00*
CENTRAL WY. REGIONAL - ALL DEPARTMENTS			$34,392.00

CENTURYLINK

CENTURYLINK	Aquatics - Operations	Acct #333813691	$35.25
CENTURYLINK - Total For Aquatics - Operations			*$35.25*
CENTURYLINK	Balefill - Disposal & Landfill	Acct #333813691	$113.35
CENTURYLINK - Total For Balefill - Disposal & Landfill			*$113.35*
CENTURYLINK	Buildings & Structures Fund	Acct #333807678	$62.61
CENTURYLINK	Buildings & Structures Fund	Acct #333813691	$21.33
CENTURYLINK - Total For Buildings & Structures Fund			*$83.94*
CENTURYLINK	Cemetery	Acct #333813691	$21.33
CENTURYLINK - Total For Cemetery			*$21.33*
CENTURYLINK	City Attorney	Acct #333813691	$77.90
CENTURYLINK - Total For City Attorney			*$77.90*
CENTURYLINK	City Council	Acct #333813691	$21.33
CENTURYLINK - Total For City Council			*$21.33*
CENTURYLINK	City Hall	Acct #333813691	$14.14
CENTURYLINK - Total For City Hall			*$14.14*

CENTURYLINK	City Manager	Acct #333813691	$49.61
CENTURYLINK - Total For City Manager			*$49.61*
CENTURYLINK	Community Development	Acct #333813691	$169.94
CENTURYLINK - Total For Community Development			*$169.94*
CENTURYLINK	Customer Service	Acct #333813691	$49.61
CENTURYLINK - Total For Customer Service			*$49.61*
CENTURYLINK	Engineering	Acct #333813691	$99.23
CENTURYLINK - Total For Engineering			*$99.23*
CENTURYLINK	Finance	Acct #333813691	$113.37
CENTURYLINK - Total For Finance			*$113.37*
CENTURYLINK	Fire-EMS Administration	Acct #333813691	$141.66
CENTURYLINK	Fire-EMS Administration	Acct #333897801	$577.88
CENTURYLINK	Fire-EMS Administration	Acct #71332709	$169.48
CENTURYLINK - Total For Fire-EMS Administration			*$889.02*
CENTURYLINK	Fleet Maintenance Fund	Acct #333729734	$129.23
CENTURYLINK	Fleet Maintenance Fund	Acct #333813691	$92.04
CENTURYLINK - Total For Fleet Maintenance Fund			*$221.27*
CENTURYLINK	Fort Caspar	Acct #333813691	$21.33
CENTURYLINK - Total For Fort Caspar			*$21.33*
CENTURYLINK	Golf - Operations	Acct #333813691	$21.33
CENTURYLINK - Total For Golf - Operations			*$21.33*
CENTURYLINK	Hogadon - Operations	Acct #333813691	$70.72
CENTURYLINK - Total For Hogadon - Operations			*$70.72*
CENTURYLINK	Human Resources	Acct #333813691	$35.47
CENTURYLINK - Total For Human Resources			*$35.47*
CENTURYLINK	Ice Arena - Operations	Acct #333729462	$66.50
CENTURYLINK	Ice Arena - Operations	Acct #333813691	$28.29
CENTURYLINK - Total For Ice Arena - Operations			*$94.79*
CENTURYLINK	Information Services	Acct #333813691	$113.37
CENTURYLINK - Total For Information Services			*$113.37*
CENTURYLINK	Metro Animal Shelter	Acct #333813691	$21.33
CENTURYLINK - Total For Metro Animal Shelter			*$21.33*
CENTURYLINK	Municipal Court	Acct #333813691	$77.90
CENTURYLINK - Total For Municipal Court			*$77.90*
CENTURYLINK	Parks - Parks Maint.	Acct #333813691	$77.90
CENTURYLINK - Total For Parks - Parks Maint.			*$77.90*

CENTURYLINK	Police Administration	Acct #333813691	$438.89
CENTURYLINK	Police Administration	Acct #333469030	$482.79
CENTURYLINK - Total For Police Administration			*$921.68*
CENTURYLINK	Public Safety Communication	Acct #333888281	$138.67
CENTURYLINK	Public Safety Communication	Acct #333721668	$7,407.84
CENTURYLINK	Public Safety Communication	Acct #333561175	$278.40
CENTURYLINK	Public Safety Communication	Acct #333813691	$14.14
CENTURYLINK - Total For Public Safety Communications			*$7,839.05*
CENTURYLINK	Rec Center - Operations	Acct #333813691	$56.58
CENTURYLINK - Total For Rec Center - Operations			*$56.58*
CENTURYLINK	Regional Water Operations	Acct #333813691	$28.29
CENTURYLINK - Total For Regional Water Operations			*$28.29*
CENTURYLINK	Risk Management	Acct #333813691	$21.33
CENTURYLINK - Total For Risk Management			*$21.33*
CENTURYLINK	Sewer Wastewater Collection	Acct #333813691	$14.14
CENTURYLINK - Total For Sewer Wastewater Collection			*$14.14*
CENTURYLINK	Streets	Acct #333813691	$49.61
CENTURYLINK - Total For Streets			*$49.61*
CENTURYLINK	Water Administration	Acct #333813691	$28.29
CENTURYLINK - Total For Water Administration			*$28.29*
CENTURYLINK	Water Distribution	Acct #333813691	$21.33
CENTURYLINK - Total For Water Distribution			*$21.33*
CENTURYLINK	Water Meters	Acct #333813691	$42.21
CENTURYLINK - Total For Water Meters			*$42.21*
CENTURYLINK	WWTP Operations	Acct #333813691	$42.43
CENTURYLINK - Total For WWTP Operations			*$42.43*
CENTURYLINK	WWTP Regional Interceptors	Acct #333469186	$759.76
CENTURYLINK	WWTP Regional Interceptors	Acct #333897515	$130.00
CENTURYLINK - Total For WWTP Regional Interceptors			*$889.76*
CENTURYLINK - ALL DEPARTMENTS			$12,448.13

CH2MHILL, INC.

CH2MHILL, INC.	WWTP Operations	ENG SVCS FOR WWTP MCC REPLACEM	$3,607.37
CH2MHILL, INC. - Total For WWTP Operations			*$3,607.37*

CH2MHILL, INC. - ALL DEPARTMENTS	$3,607.37

CHARTER COMMUNICATIO

CHARTER COMMUNICATIO	Public Safety Communication	PSCC Spectrum	$130.27
CHARTER COMMUNICATIO - Total For Public Safety Communications			*$130.27*
CHARTER COMMUNICATIO - ALL DEPARTMENTS			$130.27

CITIZEN PAYMENT

CITIZEN PAYMENT	General Fund Revenue	User Fee Refund - City Park Shelter	$95.00
CITIZEN PAYMENT - Total For General Fund Revenue			*$95.00*
CITIZEN PAYMENT - ALL DEPARTMENTS			$95.00

CITY OF CASPER

CITY OF CASPER	Public Transit - Operations	Fuel Charge / Workorder Charge - June 2026	$23,442.11
CITY OF CASPER	Public Transit - Operations	Water & Sewer Charges	$70.75
CITY OF CASPER	Public Transit - Operations	Fuel Charge / Workorder Charge - June 2026	$16,115.56
CITY OF CASPER	Public Transit - Operations	Water / Sewer / Refuse Charges	$136.81
CITY OF CASPER	Public Transit - Operations	Interdepartmental Charges	$6,917.36
CITY OF CASPER - Total For Public Transit - Operations			*$46,682.59*
CITY OF CASPER	Refuse - Residential	Garbage Baler / Park Trash	$11,740.96
CITY OF CASPER	Refuse - Residential	Garbage Baler / Park Trash	$11,452.08
CITY OF CASPER	Refuse - Residential	Commercial Garbage Baler	$1,042.80
CITY OF CASPER	Refuse - Residential	Garbage Baler / Park Trash	$9,990.40
CITY OF CASPER	Refuse - Residential	Commercial Garbage Baler	$849.20
CITY OF CASPER	Refuse - Residential	Garbage Baler	$10,592.56
CITY OF CASPER	Refuse - Residential	Garbage Baler / Park Trash	$11,434.72
CITY OF CASPER	Refuse - Residential	Garbage Baler / Park Trash	$10,938.16
CITY OF CASPER	Refuse - Residential	Garbage Baler / Park Trash	$10,591.68
CITY OF CASPER	Refuse - Residential	Garbage Baler / Park Trash	$11,467.28
CITY OF CASPER	Refuse - Residential	Garbage Baler / Park Trash	$12,851.52
CITY OF CASPER	Refuse - Residential	Garbage Baler / Park Trash	$12,697.52
CITY OF CASPER	Refuse - Residential	Garbage Baler / Park Trash	$10,501.68
CITY OF CASPER - Total For Refuse - Residential			*$126,150.56*

CITY OF CASPER	Sewer Administration	201 Sewer RWWS - June 2026	$670,944.83
CITY OF CASPER - Total For Sewer Administration			*$670,944.83*
CITY OF CASPER	WWTP Operations	Sump Sludge/Honey Wagon	$87.12
CITY OF CASPER	WWTP Operations	Sump Sludge/Honey Wagon	$103.84
CITY OF CASPER	WWTP Operations	Sump Sludge/Honey Wagon	$93.28
CITY OF CASPER	WWTP Operations	Sump Sludge/Honey Wagon	$86.24
CITY OF CASPER - Total For WWTP Operations			*$370.48*
CITY OF CASPER - ALL DEPARTMENTS			$844,148.46

CIVIL ENGINEERING PR

CIVIL ENGINEERING PR	Capital Projects Fund	N Platte River Ped Bridge - De	$19,335.70
CIVIL ENGINEERING PR - Total For Capital Projects Fund			*$19,335.70*
CIVIL ENGINEERING PR	River Restoration	First Street Gateway Pathway -	$757.50
CIVIL ENGINEERING PR - Total For River Restoration			*$757.50*
CIVIL ENGINEERING PR	Water Distribution	FY26 Priority Water Main Impro	$1,705.00
CIVIL ENGINEERING PR - Total For Water Distribution			*$1,705.00*
CIVIL ENGINEERING PR - ALL DEPARTMENTS			$21,798.20

CLEAN CLUB 307

CLEAN CLUB 307	Buildings & Structures Fund	Cleaning / Janitorial Service - June	$17,228.43
CLEAN CLUB 307 - Total For Buildings & Structures Fund			*$17,228.43*
CLEAN CLUB 307 - ALL DEPARTMENTS			$17,228.43

CLUB CAR LLC

CLUB CAR LLC	Golf - Rental	Connect Rental - 7/15/26 to 8/14/26	$2,520.00
CLUB CAR LLC - Total For Golf - Rental			*$2,520.00*
CLUB CAR LLC - ALL DEPARTMENTS			$2,520.00

COCA COLA BOTTLING C

COCA COLA BOTTLING C	Balefill - Disposal & Landfill	Water Delivery FOR SCALEHOUSE CUSTOME	$19.50
COCA COLA BOTTLING C - Total For Balefill - Disposal & Landfill			*$19.50*
COCA COLA BOTTLING C - ALL DEPARTMENTS			$19.50

COLLECTION CENTER IN

COLLECTION CENTER IN	Community Development	Collection Service	$124.55
COLLECTION CENTER IN	Community Development	Collection Service	$37.45
COLLECTION CENTER IN - Total For Community Development			*$162.00*
COLLECTION CENTER IN	Refuse - Residential	Collection Service	$45.30
COLLECTION CENTER IN - Total For Refuse - Residential			*$45.30*
COLLECTION CENTER IN	Sewer Administration	Collection Service	$34.45
COLLECTION CENTER IN - Total For Sewer Administration			*$34.45*
COLLECTION CENTER IN	Water Administration	Collection Service	$101.48
COLLECTION CENTER IN - Total For Water Administration			*$101.48*
COLLECTION CENTER IN - ALL DEPARTMENTS			$343.23

COLUMN SOFTWARE PBC

COLUMN SOFTWARE PBC	City Clerk	City Council Minutes	$835.82
COLUMN SOFTWARE PBC	City Clerk	City Council Minutes	$784.94
COLUMN SOFTWARE PBC	City Clerk	City Council Minutes	$661.39
COLUMN SOFTWARE PBC - Total For City Clerk			*$2,282.15*
COLUMN SOFTWARE PBC	Finance	Public Hearing Ad - Budget Amendment 1	$39.97
COLUMN SOFTWARE PBC	Finance	Newspaper publication - Trustee Services	$104.19
COLUMN SOFTWARE PBC	Finance	Newspaper publication - COPS issue	$107.66
COLUMN SOFTWARE PBC - Total For Finance			*$251.82*
COLUMN SOFTWARE PBC	Public Transit - Operations	NFP - Transit Facility Improvements	$156.29
COLUMN SOFTWARE PBC - Total For Public Transit - Operations			*$156.29*
COLUMN SOFTWARE PBC	Regional Water Operations	RWS Regular & FY27 Budget Meeting Notice	$70.86
COLUMN SOFTWARE PBC - Total For Regional Water Operations			*$70.86*
COLUMN SOFTWARE PBC - ALL DEPARTMENTS			$2,761.12

COMMUNICATION TECHNO

COMMUNICATION TECHNO	Capital - One Cent 17	Police vehicle equipment	$2,850.03
COMMUNICATION TECHNO	Capital - One Cent 17	Installed Computer Mount & Docking Station	$3,798.80
COMMUNICATION TECHNO	Capital - One Cent 17	Police vehicle equipment	$2,850.03
COMMUNICATION TECHNO - Total For Capital - One Cent 17			*$9,498.86*
COMMUNICATION TECHNO	Capital Projects Fund	Police vehicle equipment	$949.97

COMMUNICATION TECHNO	Capital Projects Fund	Police vehicle equipment	$949.97
COMMUNICATION TECHNO - Total For Capital Projects Fund			*$1,899.94*
COMMUNICATION TECHNO	Water Distribution	MIC HOLDER	$40.00
COMMUNICATION TECHNO - Total For Water Distribution			*$40.00*
COMMUNICATION TECHNO - ALL DEPARTMENTS			$11,438.80

CONOCO - HX STATION

CONOCO - HX STATION	Water Distribution	FUEL FOR 310- FUEL CARD WOULD NOT WO	$59.71
CONOCO - HX STATION - Total For Water Distribution			*$59.71*
CONOCO - HX STATION - ALL DEPARTMENTS			$59.71

CONSENSUS CLOUD SOLU

CONSENSUS CLOUD SOLU	Information Services	E-Fax July 2026	$189.90
CONSENSUS CLOUD SOLU - Total For Information Services			*$189.90*
CONSENSUS CLOUD SOLU - ALL DEPARTMENTS			$189.90

Core & Main

Core & Main	Water Distribution	6" Fittings	$1,478.38
Core & Main - Total For Water Distribution			*$1,478.38*
Core & Main - ALL DEPARTMENTS			$1,478.38

COWBOY SUPPLY HOUSE

COWBOY SUPPLY HOUSE	Buildings & Structures Fund	Garbage Bags	$88.12
COWBOY SUPPLY HOUSE	Buildings & Structures Fund	Hand Towels	$77.24
COWBOY SUPPLY HOUSE	Buildings & Structures Fund	Arsenal 1 Re-Juv-Nal	$355.44
COWBOY SUPPLY HOUSE	Buildings & Structures Fund	Toilet Bowl Cleaner	$16.40
COWBOY SUPPLY HOUSE	Buildings & Structures Fund	Bathroom Tissue	$145.00
COWBOY SUPPLY HOUSE	Buildings & Structures Fund	Suprox Ready to Use / Window Cleaner	$44.50
COWBOY SUPPLY HOUSE - Total For Buildings & Structures Fund			*$726.70*
COWBOY SUPPLY HOUSE - ALL DEPARTMENTS			$726.70

CRESCENT ELECTRIC SU

CRESCENT ELECTRIC SU	Buildings & Structures Fund	Electrical repair supplies for Washington Poo	$41.37
CRESCENT ELECTRIC SU	Buildings & Structures Fund	HVAC repair supplies for Metro Animal Shelt	$5.14
CRESCENT ELECTRIC SU - Total For Buildings & Structures Fund			*$46.51*
CRESCENT ELECTRIC SU - ALL DEPARTMENTS			$46.51

CROSSROADS VETERINAR

CROSSROADS VETERINAR	Metro Animal Shelter	VETERINARY SERVICES, vet services	$132.00
CROSSROADS VETERINAR - Total For Metro Animal Shelter			*$132.00*
CROSSROADS VETERINAR - ALL DEPARTMENTS			$132.00

CROWN CONSTRUCTION L

CROWN CONSTRUCTION L	Balefill - Diversion & Special	Concrete for manhole by new asphalt by co	$225.00
CROWN CONSTRUCTION L - Total For Balefill - Diversion & Special			*$225.00*
CROWN CONSTRUCTION L	Sewer Stormwater	Slurry for Dollar Tree Parking Lot Sinkhole Re	$808.00
CROWN CONSTRUCTION L - Total For Sewer Stormwater			*$808.00*
CROWN CONSTRUCTION L	Streets	Concrete - E. 7th Street	$225.00
CROWN CONSTRUCTION L	Streets	Concrete - Coliseum Way	$225.00
CROWN CONSTRUCTION L - Total For Streets			*$450.00*
CROWN CONSTRUCTION L	Water Distribution	Concrete	$624.00
CROWN CONSTRUCTION L - Total For Water Distribution			*$624.00*
CROWN CONSTRUCTION L - ALL DEPARTMENTS			$2,107.00

CRS, INC

CRS, INC	Buildings & Structures Fund	BAS Safety Equipment - Commercial Roofing	$569.14
CRS, INC - Total For Buildings & Structures Fund			*$569.14*
CRS, INC - ALL DEPARTMENTS			$569.14

CRUM ELECTRIC SUPPLY

CRUM ELECTRIC SUPPLY	Buildings & Structures Fund	Lighting supplies for Fire Station 6 - Crum	$47.54
CRUM ELECTRIC SUPPLY	Buildings & Structures Fund	Electrical repair supplies for Washington Poo	$69.29
CRUM ELECTRIC SUPPLY - Total For Buildings & Structures Fund			*$116.83*
CRUM ELECTRIC SUPPLY	WWTP Operations	LIGHT BULBS	$55.61
CRUM ELECTRIC SUPPLY	WWTP Operations	LIGHT BULBS	$198.96

CRUM ELECTRIC SUPPLY - Total For WWTP Operations			*$254.57*
CRUM ELECTRIC SUPPLY - ALL DEPARTMENTS			$371.40

CS CONSULTING

CS CONSULTING	Public Transit - Operations	Fire Extinguisher Yearly Inspection/Maintena	$643.00
CS CONSULTING - Total For Public Transit - Operations			*$643.00*
CS CONSULTING - ALL DEPARTMENTS			$643.00

DAYTON TRANSMISSION

DAYTON TRANSMISSION	Fleet Maintenance Fund	101301 Vehicle Repair / Service	$1,570.67
DAYTON TRANSMISSION - Total For Fleet Maintenance Fund			*$1,570.67*
DAYTON TRANSMISSION - ALL DEPARTMENTS			$1,570.67

DBC IRRIGATION SUPPL

DBC IRRIGATION SUPPL	Cemetery	IR irrigation parts	$11.48
DBC IRRIGATION SUPPL - Total For Cemetery			*$11.48*
DBC IRRIGATION SUPPL	Field Maintenance	Male Adapter, Bushing, Coupling Expansion f	$54.72
DBC IRRIGATION SUPPL - Total For Field Maintenance			*$54.72*
DBC IRRIGATION SUPPL - ALL DEPARTMENTS			$66.20

DD GREATHARVESTBREA

DD GREATHARVESTBREA	City Manager	Real Colors CMO	$50.35
DD GREATHARVESTBREA - Total For City Manager			*$50.35*
DD GREATHARVESTBREA - ALL DEPARTMENTS			$50.35

DEN PUBLIC PARKING

DEN PUBLIC PARKING	Water Administration	Conference airport parking cost	$80.00
DEN PUBLIC PARKING - Total For Water Administration			*$80.00*
DEN PUBLIC PARKING - ALL DEPARTMENTS			$80.00

DENNIS SUPPLY CO.

DENNIS SUPPLY CO.	Buildings & Structures Fund	BAS Shop Supplies - Dennis Supply	$549.80
DENNIS SUPPLY CO.	Buildings & Structures Fund	HVAC Repair supplies for Fire Station 3 - Den	$61.96
DENNIS SUPPLY CO.	Buildings & Structures Fund	HVAC PM Supplies for SW Truck Barn - Denni	$19.12
DENNIS SUPPLY CO. - Total For Buildings & Structures Fund			*$630.88*
DENNIS SUPPLY CO. - ALL DEPARTMENTS			$630.88

DEPT. OF FAMILY SVCS

DEPT. OF FAMILY SVCS	Water Distribution	CDL TEST- MARK SWAIN	$46.08
DEPT. OF FAMILY SVCS	Water Distribution	JUDD CDL TEST	$87.04
DEPT. OF FAMILY SVCS	Water Distribution	TREVON SMITH- SDL SKILLS TEST	$87.04
DEPT. OF FAMILY SVCS - Total For Water Distribution			*$220.16*
DEPT. OF FAMILY SVCS - ALL DEPARTMENTS			$220.16

DINGES FIRE COMPANY

DINGES FIRE COMPANY	Fire-EMS Operations	Fire Gloves	$3,042.02
DINGES FIRE COMPANY - Total For Fire-EMS Operations			*$3,042.02*
DINGES FIRE COMPANY - ALL DEPARTMENTS			$3,042.02

DOMINO'S 6042

DOMINO'S 6042	Traffic Control	Parade Day lunch	$36.92
DOMINO'S 6042 - Total For Traffic Control			*$36.92*
DOMINO'S 6042 - ALL DEPARTMENTS			$36.92

DRONESENSE

DRONESENSE	Police Administration	Subscription Fees - 6/25/26 to 6/24/27	$13,300.00
DRONESENSE - Total For Police Administration			*$13,300.00*
DRONESENSE - ALL DEPARTMENTS			$13,300.00

DX SERVICE

DX SERVICE	Regional Water Operations	Chemical payment	$13,719.47
DX SERVICE - Total For Regional Water Operations			*$13,719.47*

DX SERVICE - ALL DEPARTMENTS			$13,719.47

E & F TOWING TRANSPO

E & F TOWING TRANSPO	Community Development	Towing Service	$190.00
E & F TOWING TRANSPO - Total For Community Development			*$190.00*
E & F TOWING TRANSPO - ALL DEPARTMENTS			$190.00

eBay O 18-14834-0758

eBay O 18-14834-0758	Fleet Maintenance Fund	83999 WEEDEATER STRING GUARD	$25.50
eBay O 18-14834-0758 - Total For Fleet Maintenance Fund			*$25.50*
eBay O 18-14834-0758 - ALL DEPARTMENTS			$25.50

ECHO RIDGE BUILDERS

ECHO RIDGE BUILDERS	Public Transit - Operations	Dispose of Old Air Cndtnrs/Patch Siding & Dr	$4,700.00
ECHO RIDGE BUILDERS	Public Transit - Operations	Drywall Wood Wall	$1,750.00
ECHO RIDGE BUILDERS - Total For Public Transit - Operations			*$6,450.00*
ECHO RIDGE BUILDERS - ALL DEPARTMENTS			$6,450.00

EDGE ENGINEERING GRO

EDGE ENGINEERING GRO	Balefill - Disposal & Landfill	Landfill Methane METER OVERSIGHT LDF	$4,255.69
EDGE ENGINEERING GRO	Balefill - Disposal & Landfill	Landfill Methane Detector Calibration/ TECH	$2,266.44
EDGE ENGINEERING GRO - Total For Balefill - Disposal & Landfill			*$6,522.13*
EDGE ENGINEERING GRO - ALL DEPARTMENTS			$6,522.13

EMPLOYEE REIMBURSEME

EMPLOYEE REIMBURSEME	Cemetery	Work Clothing Reimbursement	$100.00
EMPLOYEE REIMBURSEME	Cemetery	Work Boot Reimbursement	$225.00
EMPLOYEE REIMBURSEME - Total For Cemetery			*$325.00*
EMPLOYEE REIMBURSEME	Community Development	Quarterly Dues/Quarterly Meeting Costs/Me	$292.00
EMPLOYEE REIMBURSEME - Total For Community Development			*$292.00*
EMPLOYEE REIMBURSEME	Water Distribution	Work Boot & Clothing Reimbursement	$350.98
EMPLOYEE REIMBURSEME	Water Distribution	Work Clothing Reimbursement	$145.08

EMPLOYEE REIMBURSEME	Water Distribution	Work Clothing Reimbursement	$94.37
EMPLOYEE REIMBURSEME - Total For Water Distribution			*$590.43*
EMPLOYEE REIMBURSEME - ALL DEPARTMENTS			$1,207.43

EMPLOYERS COUNCIL

EMPLOYERS COUNCIL	Human Resources	Consulting Membership Dues - 9/1/26 to 8/3	$3,995.00
EMPLOYERS COUNCIL - Total For Human Resources			*$3,995.00*
EMPLOYERS COUNCIL - ALL DEPARTMENTS			$3,995.00

ENERGY LABRATORIES I

ENERGY LABRATORIES I	Hogadon - Operations	Bacteria, Public Water Supply Testing	$63.00
ENERGY LABRATORIES I - Total For Hogadon - Operations			*$63.00*
ENERGY LABRATORIES I	Regional Water Operations	Aerobic Endospores Testing	$390.00
ENERGY LABRATORIES I	Regional Water Operations	Bacteria, Public Water Supply Testing	$63.00
ENERGY LABRATORIES I	Regional Water Operations	Aerobic Endospores Testing	$390.00
ENERGY LABRATORIES I	Regional Water Operations	Aerobic Endospores Testing	$390.00
ENERGY LABRATORIES I	Regional Water Operations	Aerobic Endospores Testing	$390.00
ENERGY LABRATORIES I	Regional Water Operations	Aerobic Endospores Testing	$260.00
ENERGY LABRATORIES I	Regional Water Operations	Aerobic Endospores Testing	$390.00
ENERGY LABRATORIES I - Total For Regional Water Operations			*$2,273.00*
ENERGY LABRATORIES I	Water Tanks	Bacteria, Public Water Supply Testing	$608.00
ENERGY LABRATORIES I - Total For Water Tanks			*$608.00*
ENERGY LABRATORIES I - ALL DEPARTMENTS			$2,944.00

ENGINEERING ASSOCIAT

ENGINEERING ASSOCIAT	Capital Projects Fund	Service Center Vehicle Access	$5,598.92
ENGINEERING ASSOCIAT - Total For Capital Projects Fund			*$5,598.92*
ENGINEERING ASSOCIAT - ALL DEPARTMENTS			$5,598.92

ENGINEERING DESIGN A

ENGINEERING DESIGN A	Engineering	Casper City Hall Chiller Replacement	$700.00
ENGINEERING DESIGN A - Total For Engineering			*$700.00*

ENGINEERING DESIGN A - ALL DEPARTMENTS			$700.00

EUROFINS EATON ANALY

EUROFINS EATON ANALY	Regional Water Operations	Lab testing	$175.00
EUROFINS EATON ANALY - Total For Regional Water Operations			*$175.00*
EUROFINS EATON ANALY - ALL DEPARTMENTS			$175.00

EUROFINS J3 RESOURCE

EUROFINS J3 RESOURCE	Water Tanks	LAB TESTING	$320.58
EUROFINS J3 RESOURCE - Total For Water Tanks			*$320.58*
EUROFINS J3 RESOURCE - ALL DEPARTMENTS			$320.58

EVERWASH 215-618-880

EVERWASH 215-618-880	Fire-EMS Operations	Car Wash Subscription	$35.95
EVERWASH 215-618-880 - Total For Fire-EMS Operations			*$35.95*
EVERWASH 215-618-880 - ALL DEPARTMENTS			$35.95

EXPRESS SERVICES INC

EXPRESS SERVICES INC	Human Resources	Temp Services	$94.27
EXPRESS SERVICES INC	Human Resources	Express Staffing Service- Temp Employment	$494.29
EXPRESS SERVICES INC - Total For Human Resources			*$588.56*
EXPRESS SERVICES INC	Public Transit - Operations	Temp Services	$571.63
EXPRESS SERVICES INC	Public Transit - Operations	Temp Services	$682.87
EXPRESS SERVICES INC - Total For Public Transit - Operations			*$1,254.50*
EXPRESS SERVICES INC - ALL DEPARTMENTS			$1,843.06

EXXON GOOD TO GO STO

EXXON GOOD TO GO STO	Fire-EMS Operations	Fuel	$40.11
EXXON GOOD TO GO STO	Fire-EMS Operations	Fuel	$74.59
EXXON GOOD TO GO STO - Total For Fire-EMS Operations			*$114.70*
EXXON GOOD TO GO STO	Softball	2026 Stars & Strikes Tournament Supplies #2	$4.49
EXXON GOOD TO GO STO - Total For Softball			*$4.49*

EXXON GOOD TO GO STO - ALL DEPARTMENTS			$119.19

FACEBK 2VQ8WU5YW2

FACEBK 2VQ8WU5YW2	Pickleball/Tennis	2026 MPB Facebook Post #2	$29.00
FACEBK 2VQ8WU5YW2 - Total For Pickleball/Tennis			*$29.00*
FACEBK 2VQ8WU5YW2 - ALL DEPARTMENTS			$29.00

FACEBK LVQGDUVXW2

FACEBK LVQGDUVXW2	Pickleball/Tennis	2026 MPB Facebook Boost #1	$29.00
FACEBK LVQGDUVXW2 - Total For Pickleball/Tennis			*$29.00*
FACEBK LVQGDUVXW2 - ALL DEPARTMENTS			$29.00

FACEBK MNYMUUVYG2

FACEBK MNYMUUVYG2	Rec Center - Special Program	Advertising for Washington Pool Teen Night	$17.00
FACEBK MNYMUUVYG2 - Total For Rec Center - Special Programs			*$17.00*
FACEBK MNYMUUVYG2 - ALL DEPARTMENTS			$17.00

FERGUSON ENTERPRISES

FERGUSON ENTERPRISES	Water Distribution	LOCATES	$43.40
FERGUSON ENTERPRISES	Water Distribution	8" OL Stem	$895.00
FERGUSON ENTERPRISES - Total For Water Distribution			*$938.40*
FERGUSON ENTERPRISES	Water Meters	5/8" Meters	$27,360.00
FERGUSON ENTERPRISES - Total For Water Meters			*$27,360.00*
FERGUSON ENTERPRISES	Water Tanks	Water Marking Paint	$407.40
FERGUSON ENTERPRISES - Total For Water Tanks			*$407.40*
FERGUSON ENTERPRISES - ALL DEPARTMENTS			$28,705.80

FINALCOVER LLC

FINALCOVER LLC	Police Administration	Annual Subscription / Online Training	$9,096.00
FINALCOVER LLC - Total For Police Administration			*$9,096.00*
FINALCOVER LLC - ALL DEPARTMENTS			$9,096.00

FOXSTER OPCO, LLC

FOXSTER OPCO, LLC	Public Transit - Operations	TripMaster Base / Licenses / Fleet Fee / Etc	$2,805.38
FOXSTER OPCO, LLC - Total For Public Transit - Operations			*$2,805.38*
FOXSTER OPCO, LLC - ALL DEPARTMENTS			$2,805.38

FRONTIER PRECISION I

FRONTIER PRECISION I	Capital - One Cent 17	10/TX5-FCC / Shipping Charge	$2,400.00
FRONTIER PRECISION I	Capital - One Cent 17	Cable & Pipe Locator / Carry Case	$3,422.00
FRONTIER PRECISION I - Total For Capital - One Cent 17			*$5,822.00*
FRONTIER PRECISION I - ALL DEPARTMENTS			$5,822.00

GFOA

GFOA	General Fund Revenue	FY27 GFOA City Renewal	$1,000.00
GFOA - Total For General Fund Revenue			*$1,000.00*
GFOA - ALL DEPARTMENTS			$1,000.00

GLOBAL SPECTRUM L.P.

GLOBAL SPECTRUM L.P.	Capital - One Cent 17	Reimbursement - Long Bldg Tech Inv. #SRVC	$6,689.00
GLOBAL SPECTRUM L.P. - Total For Capital - One Cent 17			*$6,689.00*
GLOBAL SPECTRUM L.P. - ALL DEPARTMENTS			$6,689.00

GOLF SAFETY

GOLF SAFETY	Weed & Pest Fund	Equipment Safety Training	$95.00
GOLF SAFETY - Total For Weed & Pest Fund			*$95.00*
GOLF SAFETY - ALL DEPARTMENTS			$95.00

GRAINGER, INC.

GRAINGER, INC.	Buildings & Structures Fund	Repair supplies for Aquatics Center - Grainge	$189.77
GRAINGER, INC.	Buildings & Structures Fund	HVAC PM Supplies for Fire Station 5 - Graing	$127.41
GRAINGER, INC.	Buildings & Structures Fund	HVAC PM Supplies for Fire Station 1 and 2 -	$419.88
GRAINGER, INC. - Total For Buildings & Structures Fund			*$737.06*

GRAINGER, INC.	Cemetery	Hydration Flavored Freezer Pops & Drink Mi	$124.43
GRAINGER, INC. - Total For Cemetery			*$124.43*
GRAINGER, INC.	Parks - Special Areas	Hydration Flavored Freezer Pops & Drink Mi	$124.42
GRAINGER, INC. - Total For Parks - Special Areas			*$124.42*
GRAINGER, INC.	RWS - Booster Stations	REGIONAL HYDRAULIC FLOW CONTROL PION	$362.80
GRAINGER, INC. - Total For RWS - Booster Stations			*$362.80*
GRAINGER, INC.	Water Tanks	VENT MOTOR	$507.96
GRAINGER, INC.	Water Tanks	SPEED CONTROL VALVES	$501.48
GRAINGER, INC.	Water Tanks	SPEED CONTROL VALVES	$376.11
GRAINGER, INC. - Total For Water Tanks			*$1,385.55*
GRAINGER, INC. - ALL DEPARTMENTS			$2,734.26

GREAT WESTERN RECREA

GREAT WESTERN RECREA	Parks - Parks Maint.	Freight Charges for Inv. #2605119/Split Cost	$2,160.00
GREAT WESTERN RECREA - Total For Parks - Parks Maint.			*$2,160.00*
GREAT WESTERN RECREA - ALL DEPARTMENTS			$2,160.00

GRIZZLY EXCAVATING &

GRIZZLY EXCAVATING &	Capital Projects Fund	Retainage - Contract #92500213	$9,657.25
GRIZZLY EXCAVATING & - Total For Capital Projects Fund			*$9,657.25*
GRIZZLY EXCAVATING & - ALL DEPARTMENTS			$9,657.25

GSG ARCHITECTURE

GSG ARCHITECTURE	Balefill - Disposal & Landfill	Scale House Renovations Design	$12,426.00
GSG ARCHITECTURE - Total For Balefill - Disposal & Landfill			*$12,426.00*
GSG ARCHITECTURE	Capital Projects Fund	Marion Kriener Pool Improvemen	$3,344.00
GSG ARCHITECTURE - Total For Capital Projects Fund			*$3,344.00*
GSG ARCHITECTURE	Water Distribution	New building or building modif	$4,356.00
GSG ARCHITECTURE - Total For Water Distribution			*$4,356.00*
GSG ARCHITECTURE - ALL DEPARTMENTS			$20,126.00

HACH CO., CORP.

HACH CO., CORP.	Regional Water Operations	Monochloromine/Surfactant Wash/Chlorine	$1,264.32

HACH CO., CORP. - Total For Regional Water Operations			*$1,264.32*
HACH CO., CORP. - ALL DEPARTMENTS			$1,264.32

HARBOR FREIGHT TOOLS

HARBOR FREIGHT TOOLS	Fire-EMS Operations	Boot Covers to protect our people from unsa	$19.98
HARBOR FREIGHT TOOLS - Total For Fire-EMS Operations			*$19.98*
HARBOR FREIGHT TOOLS	Water Distribution	SPOTLIGHT FOR SOFT DIGS	$49.99
HARBOR FREIGHT TOOLS - Total For Water Distribution			*$49.99*
HARBOR FREIGHT TOOLS - ALL DEPARTMENTS			$69.97

HARDWARE PARTNERS LL

HARDWARE PARTNERS LL	Buildings & Structures Fund	Appliance repair supplies for Fire Station 6 -	$7.96
HARDWARE PARTNERS LL	Buildings & Structures Fund	Repair supplies for Parking Garage - CY Ace	$13.98
HARDWARE PARTNERS LL	Buildings & Structures Fund	Flagpole repair supplies for City Hall - CY Ace	$35.94
HARDWARE PARTNERS LL	Buildings & Structures Fund	BAS Shop Supplies - CY Ace	$14.99
HARDWARE PARTNERS LL - Total For Buildings & Structures Fund			*$72.87*
HARDWARE PARTNERS LL	Cemetery	TE Trimmers X2 (Stihl FS131)	$1,279.16
HARDWARE PARTNERS LL - Total For Cemetery			*$1,279.16*
HARDWARE PARTNERS LL	Hogadon - Operations	Trim Line Returned	($25.99)
HARDWARE PARTNERS LL	Hogadon - Operations	Trimline	$25.99
HARDWARE PARTNERS LL - Total For Hogadon - Operations			*$0.00*
HARDWARE PARTNERS LL	Regional Water Operations	Belts for exhaust fans and light blubs	$45.97
HARDWARE PARTNERS LL	Regional Water Operations	Patch kit for manifold on train 2	$19.98
HARDWARE PARTNERS LL - Total For Regional Water Operations			*$65.95*
HARDWARE PARTNERS LL	Sewer Wastewater Collection	PUSH BROOMS AND GLOVES FOR TRUCK 31	$67.97
HARDWARE PARTNERS LL - Total For Sewer Wastewater Collection			*$67.97*
HARDWARE PARTNERS LL - ALL DEPARTMENTS			$1,485.95

HDR ENGINEERING, INC

HDR ENGINEERING, INC	Balefill - Disposal & Landfill	survey to understand the desir	$1,482.50
HDR ENGINEERING, INC	Balefill - Disposal & Landfill	Comprehensive assessment of th	$3,665.00
HDR ENGINEERING, INC - Total For Balefill - Disposal & Landfill			*$5,147.50*

HDR ENGINEERING, INC - ALL DEPARTMENTS			$5,147.50

HERCULES INDUSTRIES-

HERCULES INDUSTRIES-	Buildings & Structures Fund	Repair supplies for Aquatics Center - Hercule	$26.18
HERCULES INDUSTRIES- - Total For Buildings & Structures Fund			*$26.18*
HERCULES INDUSTRIES- - ALL DEPARTMENTS			$26.18

HERITAGE LANDSCAPE S

HERITAGE LANDSCAPE S	Buildings & Structures Fund	Irrigation backlow repair supplies for David S	$138.73
HERITAGE LANDSCAPE S - Total For Buildings & Structures Fund			*$138.73*
HERITAGE LANDSCAPE S	Cemetery	IR Irrigation valves and repair parts	$1,152.51
HERITAGE LANDSCAPE S - Total For Cemetery			*$1,152.51*
HERITAGE LANDSCAPE S	Field Maintenance	Valve Box w/Cover	$37.14
HERITAGE LANDSCAPE S - Total For Field Maintenance			*$37.14*
HERITAGE LANDSCAPE S	Golf - Operations	I25 sprinkler - 2 inch caps	$151.37
HERITAGE LANDSCAPE S - Total For Golf - Operations			*$151.37*
HERITAGE LANDSCAPE S	Parks - Parks Maint.	1-1/2" Strght Valve/90 Degree Elbow/Valve	$150.54
HERITAGE LANDSCAPE S - Total For Parks - Parks Maint.			*$150.54*
HERITAGE LANDSCAPE S - ALL DEPARTMENTS			$1,630.29

HERTZ CAR PREPAID

HERTZ CAR PREPAID	Public Safety Communication	PSCC Training	$285.79
HERTZ CAR PREPAID - Total For Public Safety Communications			*$285.79*
HERTZ CAR PREPAID - ALL DEPARTMENTS			$285.79

HIGH COUNTRY CRANE S

HIGH COUNTRY CRANE S	WWTP Operations	Travel To/From Location & Lift Pump	$690.00
HIGH COUNTRY CRANE S - Total For WWTP Operations			*$690.00*
HIGH COUNTRY CRANE S - ALL DEPARTMENTS			$690.00

HILTON GARDEN INN

HILTON GARDEN INN	City Council	WAM	$248.49

HILTON GARDEN INN	City Council	WAM	$494.94
HILTON GARDEN INN	City Council	WAM	$494.94
HILTON GARDEN INN	City Council	WAM	$494.94
HILTON GARDEN INN	City Council	WAM	$494.94
HILTON GARDEN INN	City Council	WAM	$494.94
HILTON GARDEN INN - Total For City Council			*$2,723.19*
HILTON GARDEN INN	City Manager	WAM	$494.94
HILTON GARDEN INN - Total For City Manager			*$494.94*
HILTON GARDEN INN	Fire-EMS Training	Hotel stay for Brett Morton while in Laramie	$757.00
HILTON GARDEN INN	Fire-EMS Training	Hotel stay for Brad Adels while attending a tr	$855.41
HILTON GARDEN INN	Fire-EMS Training	Hotel stay for Matthew Ludwig whild in Lara	$855.41
HILTON GARDEN INN - Total For Fire-EMS Training			*$2,467.82*
HILTON GARDEN INN - ALL DEPARTMENTS			$5,685.95

HOMAX OIL SALES, INC

HOMAX OIL SALES, INC	Fleet Maintenance Fund	9201 GAL. Unleaded Fuel	$30,187.20
HOMAX OIL SALES, INC	Fleet Maintenance Fund	253 GAL Blue DEF	$594.55
HOMAX OIL SALES, INC - Total For Fleet Maintenance Fund			*$30,781.75*
HOMAX OIL SALES, INC	Golf - Operations	Midgrade Gasoline / Clear Diesel Fuel #2	$2,524.19
HOMAX OIL SALES, INC - Total For Golf - Operations			*$2,524.19*
HOMAX OIL SALES, INC	Regional Water Operations	Fuel	$217.25
HOMAX OIL SALES, INC - Total For Regional Water Operations			*$217.25*
HOMAX OIL SALES, INC	Water Distribution	Fuel	$9,377.11
HOMAX OIL SALES, INC - Total For Water Distribution			*$9,377.11*
HOMAX OIL SALES, INC	Water Meters	Fuel	$1,909.83
HOMAX OIL SALES, INC - Total For Water Meters			*$1,909.83*
HOMAX OIL SALES, INC - ALL DEPARTMENTS			$44,810.13

HOMEDEPOT.COM

HOMEDEPOT.COM	Fleet Maintenance Fund	222249 LINCOLN WELDER 225 AMP RANGER	$6,849.00
HOMEDEPOT.COM - Total For Fleet Maintenance Fund			*$6,849.00*
HOMEDEPOT.COM - ALL DEPARTMENTS			$6,849.00

HYATT WASHINGTON DC

HYATT WASHINGTON DC	Water Administration	AWWA Conference costs	$1,471.10
HYATT WASHINGTON DC - Total For Water Administration			*$1,471.10*
HYATT WASHINGTON DC - ALL DEPARTMENTS			$1,471.10

ICMA ONLINE

ICMA ONLINE	City Manager	CHARITABLE AND SOCIAL SERVICE ORGANIZ	$1,703.00
ICMA ONLINE - Total For City Manager			*$1,703.00*
ICMA ONLINE - ALL DEPARTMENTS			$1,703.00

IMLSS UTAH

IMLSS UTAH	Buildings & Structures Fund	Replacement lock for Metro Animal Shelter -	$121.28
IMLSS UTAH	Buildings & Structures Fund	Replacement door lock for David St Station -	$995.40
IMLSS UTAH - Total For Buildings & Structures Fund			*$1,116.68*
IMLSS UTAH - ALL DEPARTMENTS			$1,116.68

INBERG-MILLER ENGINE

INBERG-MILLER ENGINE	Water Distribution	Street Construction & Compaction Testing	$284.90
INBERG-MILLER ENGINE - Total For Water Distribution			*$284.90*
INBERG-MILLER ENGINE - ALL DEPARTMENTS			$284.90

INDUSTRIAL SCREEN &

INDUSTRIAL SCREEN &	Balefill - Baler Processing	Gatherer Pins for N baler	$3,450.00
INDUSTRIAL SCREEN & - Total For Balefill - Baler Processing			*$3,450.00*
INDUSTRIAL SCREEN & - ALL DEPARTMENTS			$3,450.00

INTERSTATE ALL BATTE

INTERSTATE ALL BATTE	Buildings & Structures Fund	Repair supplies for City Center - Interstate B	$23.88
INTERSTATE ALL BATTE - Total For Buildings & Structures Fund			*$23.88*
INTERSTATE ALL BATTE - ALL DEPARTMENTS			$23.88

INTUIT, INC.

INTUIT, INC.	Balefill - Disposal & Landfill	EDUCATION AND TRAINING CLASS ONLINE	$1,098.00
INTUIT, INC. - Total For Balefill - Disposal & Landfill			*$1,098.00*
INTUIT, INC.	Buildings & Structures Fund	New Rain Gutter Washington Bathrooms	$4,935.00
INTUIT, INC. - Total For Buildings & Structures Fund			*$4,935.00*
INTUIT, INC. - ALL DEPARTMENTS			$6,033.00

J.J. KELLER & ASSOCI

J.J. KELLER & ASSOCI	Human Resources	FMLA Mgr Online License - 10/01/26 to 9/30	$995.00
J.J. KELLER & ASSOCI	Human Resources	FMLA Mgr Online License - 10/01/26 to 9/30	$995.00
J.J. KELLER & ASSOCI - Total For Human Resources			*$1,990.00*
J.J. KELLER & ASSOCI - ALL DEPARTMENTS			$1,990.00

JACOBS ENGINEERING G

JACOBS ENGINEERING G	WWTP Operations	Engineering Services with Jaco	$2,350.25
JACOBS ENGINEERING G - Total For WWTP Operations			*$2,350.25*
JACOBS ENGINEERING G - ALL DEPARTMENTS			$2,350.25

JERSEY MIKES

JERSEY MIKES	River Volunteer Events	Scotch Thistle removal volunteer lunch	$149.21
JERSEY MIKES	River Volunteer Events	Jersey Mike's Food Purchase for the Scotch T	$183.13
JERSEY MIKES - Total For River Volunteer Events			*$332.34*
JERSEY MIKES - ALL DEPARTMENTS			$332.34

JIMMY JOHNS -

JIMMY JOHNS -	Softball	2026 Stars & Strikes Umpire Food #3	$51.26
JIMMY JOHNS - - Total For Softball			*$51.26*
JIMMY JOHNS - - ALL DEPARTMENTS			$51.26

JNC INVESTMENTS LLC

JNC INVESTMENTS LLC	Community Development	Mowing Service	$408.00

JNC INVESTMENTS LLC	Community Development	Mowing Service	$236.61
JNC INVESTMENTS LLC	Community Development	Mowing Service	$401.80
JNC INVESTMENTS LLC	Community Development	Mowing Service	$325.08
JNC INVESTMENTS LLC	Community Development	Mowing Service	$220.00
JNC INVESTMENTS LLC	Community Development	Mowing Service	$244.80
JNC INVESTMENTS LLC	Community Development	Mowing Service	$313.92
JNC INVESTMENTS LLC	Community Development	Mowing Service	$66.00
JNC INVESTMENTS LLC - Total For Community Development			*$2,216.21*
JNC INVESTMENTS LLC - ALL DEPARTMENTS			$2,216.21

JOHNSTONE SUPPLY

JOHNSTONE SUPPLY	Buildings & Structures Fund	HVAC PM Supplies for Service Center - Johns	$54.24
JOHNSTONE SUPPLY - Total For Buildings & Structures Fund			*$54.24*
JOHNSTONE SUPPLY - ALL DEPARTMENTS			$54.24

KITCHEN SOCIAL

KITCHEN SOCIAL	Health Insurance Fund	Employee Benefit	$120.00
KITCHEN SOCIAL - Total For Health Insurance Fund			*$120.00*
KITCHEN SOCIAL - ALL DEPARTMENTS			$120.00

KNIFE RIVER/JTL

KNIFE RIVER/JTL	Capital - One Cent 17	Bryan-Evansville Rd Imp - Cons	$181,870.15
KNIFE RIVER/JTL - Total For Capital - One Cent 17			*$181,870.15*
KNIFE RIVER/JTL	Streets	1/2" Plant Mix	$962.88
KNIFE RIVER/JTL	Streets	1/2" Plant Mix	$580.80
KNIFE RIVER/JTL - Total For Streets			*$1,543.68*
KNIFE RIVER/JTL - ALL DEPARTMENTS			$183,413.83

KOMMAKAZI VENTURES L

KOMMAKAZI VENTURES L	Ice Arena - Concessions	June Birthday Pizza Orders - CIA	$103.90
KOMMAKAZI VENTURES L - Total For Ice Arena - Concessions			*$103.90*
KOMMAKAZI VENTURES L - ALL DEPARTMENTS			$103.90

KUBWATER RESOURCES,

KUBWATER RESOURCES,	WWTP Operations	Zetag	$8,820.00
KUBWATER RESOURCES, - Total For WWTP Operations			*$8,820.00*
KUBWATER RESOURCES, - ALL DEPARTMENTS			$8,820.00

KULLY SUPPLY

KULLY SUPPLY	Buildings & Structures Fund	Plumbing repair supplies for Aquatics Center	$263.08
KULLY SUPPLY - Total For Buildings & Structures Fund			*$263.08*
KULLY SUPPLY - ALL DEPARTMENTS			$263.08

L.N. CURTIS & SONS I

L.N. CURTIS & SONS I	Fire-EMS Operations	Turnout Cleaner	$388.18
L.N. CURTIS & SONS I - Total For Fire-EMS Operations			*$388.18*
L.N. CURTIS & SONS I - ALL DEPARTMENTS			$388.18

LAWSON PRODUCTS INC

LAWSON PRODUCTS INC	Fleet Maintenance Fund	Monthly Rental	$900.00
LAWSON PRODUCTS INC - Total For Fleet Maintenance Fund			*$900.00*
LAWSON PRODUCTS INC - ALL DEPARTMENTS			$900.00

LEON'S LANDSCAPING

LEON'S LANDSCAPING	Community Development	Mowing Service	$420.00
LEON'S LANDSCAPING	Community Development	Mowing Service	$334.90
LEON'S LANDSCAPING	Community Development	Mowing Service	$191.95
LEON'S LANDSCAPING	Community Development	Mowing Service	$301.92
LEON'S LANDSCAPING	Community Development	Mowing Service	$422.79
LEON'S LANDSCAPING	Community Development	Mowing Service	$329.80
LEON'S LANDSCAPING	Community Development	Mowing Service	$329.37
LEON'S LANDSCAPING	Community Development	Mowing Service	$324.19
LEON'S LANDSCAPING - Total For Community Development			*$2,654.92*
LEON'S LANDSCAPING - ALL DEPARTMENTS			$2,654.92

LETZ'S RADIO SUPPLY

LETZ'S RADIO SUPPLY	Buildings & Structures Fund	Appliance repair supplies for Fire Station 6 -	$144.55
LETZ'S RADIO SUPPLY - Total For Buildings & Structures Fund			*$144.55*
LETZ'S RADIO SUPPLY - ALL DEPARTMENTS			$144.55

LOAF N JUG 0103

LOAF N JUG 0103	Softball	2026 Stars & Strikes Tournament Supplies #1	$3.99
LOAF N JUG 0103 - Total For Softball			*$3.99*
LOAF N JUG 0103 - ALL DEPARTMENTS			$3.99

LOCAL LAWN CARE LLC

LOCAL LAWN CARE LLC	Community Development	Mowing Service	$269.50
LOCAL LAWN CARE LLC	Community Development	Mowing Service	$150.00
LOCAL LAWN CARE LLC	Community Development	Mowing Service	$134.75
LOCAL LAWN CARE LLC	Community Development	Mowing Service	$75.90
LOCAL LAWN CARE LLC	Community Development	Mowing Service	$50.00
LOCAL LAWN CARE LLC	Community Development	Mowing / Tree Trimming Service	$203.50
LOCAL LAWN CARE LLC	Community Development	Mowing Service	$412.25
LOCAL LAWN CARE LLC - Total For Community Development			*$1,295.90*
LOCAL LAWN CARE LLC	Weed & Pest Fund	Prep fleet yard for seeding	$384.00
LOCAL LAWN CARE LLC - Total For Weed & Pest Fund			*$384.00*
LOCAL LAWN CARE LLC - ALL DEPARTMENTS			$1,679.90

LONG BUILDING TECHNO

LONG BUILDING TECHNO	Regional Water Operations	Air Conditioning Service/Repair	$730.00
LONG BUILDING TECHNO - Total For Regional Water Operations			*$730.00*
LONG BUILDING TECHNO - ALL DEPARTMENTS			$730.00

LOWER & CO PC

LOWER & CO PC	Balefill - Disposal & Landfill	Structural Engineering Services	$400.00
LOWER & CO PC - Total For Balefill - Disposal & Landfill			*$400.00*

LOWER & CO PC - ALL DEPARTMENTS			$400.00

MAMMOTH SPORTS CONST

MAMMOTH SPORTS CONST	Capital Projects Fund	North Casper Athletics Complex	$480,915.14
MAMMOTH SPORTS CONST - Total For Capital Projects Fund			*$480,915.14*
MAMMOTH SPORTS CONST - ALL DEPARTMENTS			$480,915.14

MAVERIK #741

MAVERIK #741	Metro Animal Shelter	AUTOMATED FUEL DISPENSERS, dog transpo	$40.88
MAVERIK #741 - Total For Metro Animal Shelter			*$40.88*
MAVERIK #741 - ALL DEPARTMENTS			$40.88

MENARDS CASPER WY

MENARDS CASPER WY	Cemetery	TE Shop tools (154.95) IR irrigation parts (13	$288.17
MENARDS CASPER WY - Total For Cemetery			*$288.17*
MENARDS CASPER WY	Traffic Control	Water for Parade day drivers	$16.36
MENARDS CASPER WY - Total For Traffic Control			*$16.36*
MENARDS CASPER WY	Water Distribution	TRUCK CLEANER	$39.50
MENARDS CASPER WY - Total For Water Distribution			*$39.50*
MENARDS CASPER WY - ALL DEPARTMENTS			$344.03

MERBACK AWARDS COMPA

MERBACK AWARDS COMPA	Community Development	MISCELLANEOUS AND RETAIL STORES	$29.75
MERBACK AWARDS COMPA - Total For Community Development			*$29.75*
MERBACK AWARDS COMPA - ALL DEPARTMENTS			$29.75

MICHAELS FENCE

MICHAELS FENCE	Regional Water Operations	Front gate repairs	$175.00
MICHAELS FENCE - Total For Regional Water Operations			*$175.00*
MICHAELS FENCE - ALL DEPARTMENTS			$175.00

MIDWEST LABORATORIES

MIDWEST LABORATORIES	Balefill - Diversion & Special	Compost Testing - Summer 2026 / Shipping	$427.00
MIDWEST LABORATORIES - Total For Balefill - Diversion & Special			*$427.00*
MIDWEST LABORATORIES - ALL DEPARTMENTS			$427.00

MILE HIGH TIGHT ENDS

MILE HIGH TIGHT ENDS	Refuse - Residential	Employee Holiday Team Meeting Supplies	$296.40
MILE HIGH TIGHT ENDS - Total For Refuse - Residential			*$296.40*
MILE HIGH TIGHT ENDS - ALL DEPARTMENTS			$296.40

MOTOROLA SOLUTIONS

MOTOROLA SOLUTIONS	Public Safety Communication	Software/Equipment Maintenance 7/01/26 t	$128,101.83
MOTOROLA SOLUTIONS	Public Safety Communication	Motorola Juniper SRX Router and Firewall Se	$578.48
MOTOROLA SOLUTIONS	Public Safety Communication	Software/Equipment Maintenance 7/01/26 t	$10,647.00
MOTOROLA SOLUTIONS	Public Safety Communication	Software/Equipment Maintenance 7/01/26 t	$12,569.89
MOTOROLA SOLUTIONS - Total For Public Safety Communications			*$151,897.20*
MOTOROLA SOLUTIONS - ALL DEPARTMENTS			$151,897.20

MOUNTAIN ALARM FIRE

MOUNTAIN ALARM FIRE	Public Transit - Operations	Radio Service / Alarm Monitoring	$168.00
MOUNTAIN ALARM FIRE - Total For Public Transit - Operations			*$168.00*
MOUNTAIN ALARM FIRE - ALL DEPARTMENTS			$168.00

MOUNTAIN STATES

MOUNTAIN STATES	Human Resources	Printing Service - business cards	$23.26
MOUNTAIN STATES - Total For Human Resources			*$23.26*
MOUNTAIN STATES	Risk Management	Printing Service - business cards	$46.52
MOUNTAIN STATES - Total For Risk Management			*$46.52*
MOUNTAIN STATES - ALL DEPARTMENTS			$69.78

MOUNTAIN WEST TECHNO

MOUNTAIN WEST TECHNO	Aquatics- Marion Kreiner Op	Acct #12211	$69.95
MOUNTAIN WEST TECHNO - Total For Aquatics- Marion Kreiner Oper.			*$69.95*
MOUNTAIN WEST TECHNO	Aquatics- Mike Sedar Oper.	Acct #12214	$57.95
MOUNTAIN WEST TECHNO - Total For Aquatics- Mike Sedar Oper.			*$57.95*
MOUNTAIN WEST TECHNO	Aquatics- Paradise Valley Op	Acct #12212	$80.28
MOUNTAIN WEST TECHNO - Total For Aquatics- Paradise Valley Oper			*$80.28*
MOUNTAIN WEST TECHNO	Aquatics- Washington Oper	Acct #12213	$68.28
MOUNTAIN WEST TECHNO - Total For Aquatics- Washington Oper			*$68.28*
MOUNTAIN WEST TECHNO	Balefill - Diversion & Special	Compost Watershed fiber install fiber.	$11,022.70
MOUNTAIN WEST TECHNO - Total For Balefill - Diversion & Special			*$11,022.70*
MOUNTAIN WEST TECHNO	Casper Business Center	Acct #20778	$93.23
MOUNTAIN WEST TECHNO - Total For Casper Business Center			*$93.23*
MOUNTAIN WEST TECHNO	Field Maintenance	Acct #32071	$169.18
MOUNTAIN WEST TECHNO	Field Maintenance	Acct #32069	$179.52
MOUNTAIN WEST TECHNO	Field Maintenance	Acct #32070	$112.96
MOUNTAIN WEST TECHNO	Field Maintenance	Acct #32070	$180.91
MOUNTAIN WEST TECHNO - Total For Field Maintenance			*$642.57*
MOUNTAIN WEST TECHNO	Fire-EMS Administration	Acct #27146	$311.17
MOUNTAIN WEST TECHNO - Total For Fire-EMS Administration			*$311.17*
MOUNTAIN WEST TECHNO	Hogadon - Operations	Fiber Connection for Mineshaft	$1,653.00
MOUNTAIN WEST TECHNO	Hogadon - Operations	Acct #10715	$67.95
MOUNTAIN WEST TECHNO - Total For Hogadon - Operations			*$1,720.95*
MOUNTAIN WEST TECHNO	Information Services	Acct #13922	$451.00
MOUNTAIN WEST TECHNO - Total For Information Services			*$451.00*
MOUNTAIN WEST TECHNO	Miller St. Dormitory	Acct #13502	$57.95
MOUNTAIN WEST TECHNO - Total For Miller St. Dormitory			*$57.95*
MOUNTAIN WEST TECHNO	Police Administration	Acct #28173	$351.00
MOUNTAIN WEST TECHNO - Total For Police Administration			*$351.00*
MOUNTAIN WEST TECHNO - ALL DEPARTMENTS			$14,927.03

MUNICIPAL EMERGENCY

MUNICIPAL EMERGENCY	Direct Distribution - Fire	Detachable 8-Inch Earlaps & Shipping Charge	$250.11
MUNICIPAL EMERGENCY - Total For Direct Distribution - Fire			*$250.11*
MUNICIPAL EMERGENCY	Fire-EMS Operations	Gasket	$22.00
MUNICIPAL EMERGENCY - Total For Fire-EMS Operations			*$22.00*

MUNICIPAL EMERGENCY - ALL DEPARTMENTS			$272.11

Murdochs in Casper

Murdochs in Casper	Streets	New Backpack Blower for Streets	$549.99
Murdochs in Casper - Total For Streets			*$549.99*
Murdochs in Casper - ALL DEPARTMENTS			$549.99

NAPA AUTO PARTS CORP

NAPA AUTO PARTS CORP	Balefill - Disposal & Landfill	Batteries UNIT#141518 FUEL TRAILER	$345.80
NAPA AUTO PARTS CORP - Total For Balefill - Disposal & Landfill			*$345.80*
NAPA AUTO PARTS CORP	Fleet Maintenance Fund	CONSUMABLES & SM TOOLS	$13,677.48
NAPA AUTO PARTS CORP	Fleet Maintenance Fund	CONSUMABLES & SM TOOLS	$143,184.83
NAPA AUTO PARTS CORP	Fleet Maintenance Fund	CONSUMABLES & SM TOOLS	$806.85
NAPA AUTO PARTS CORP	Fleet Maintenance Fund	CONSUMABLES & SM TOOLS	$1,032.33
NAPA AUTO PARTS CORP - Total For Fleet Maintenance Fund			*$158,701.49*
NAPA AUTO PARTS CORP	Regional Water Operations	Ball and Hitch for work truck	$86.16
NAPA AUTO PARTS CORP - Total For Regional Water Operations			*$86.16*
NAPA AUTO PARTS CORP	Water Distribution	SHOP TIRE VALVE- OIL PUMP	$10.81
NAPA AUTO PARTS CORP - Total For Water Distribution			*$10.81*
NAPA AUTO PARTS CORP	WWTP Regional Interceptors	NAPA 5W20 5 QUART OIL	$98.28
NAPA AUTO PARTS CORP	WWTP Regional Interceptors	CREDIT FOR RETURNED NAPA 5W20 5 QUAR	($98.28)
NAPA AUTO PARTS CORP - Total For WWTP Regional Interceptors			*$0.00*
NAPA AUTO PARTS CORP - ALL DEPARTMENTS			$159,144.26

NATRONA COUNTY ADULT

NATRONA COUNTY ADULT	Community Development	GOVERNMENT SERVICES NOT ELSEWHERE C	$122.87
NATRONA COUNTY ADULT - Total For Community Development			*$122.87*
NATRONA COUNTY ADULT	Customer Service	LAD 159 LIEN RELEASE	$17.50
NATRONA COUNTY ADULT - Total For Customer Service			*$17.50*
NATRONA COUNTY ADULT	Engineering	NC Recording- Rocky Mtn Power Easement-	$41.50
NATRONA COUNTY ADULT - Total For Engineering			*$41.50*
NATRONA COUNTY ADULT - ALL DEPARTMENTS			$181.87

NATRONA COUNTY OFFIC

NATRONA COUNTY OFFIC	City Attorney	Copy Charges	$7.00
NATRONA COUNTY OFFIC - Total For City Attorney			*$7.00*
NATRONA COUNTY OFFIC - ALL DEPARTMENTS			$7.00

NEWCOM TECHNOLOGIES

NEWCOM TECHNOLOGIES	Cemetery	Software Maintenance Renewal 7/1/26 to 6/	$1,200.00
NEWCOM TECHNOLOGIES - Total For Cemetery			*$1,200.00*
NEWCOM TECHNOLOGIES - ALL DEPARTMENTS			$1,200.00

NICOLAYSEN ART MUSEU

NICOLAYSEN ART MUSEU	Capital - One Cent 17	OC 17 Community Projects - Nic	$1,836.00
NICOLAYSEN ART MUSEU - Total For Capital - One Cent 17			*$1,836.00*
NICOLAYSEN ART MUSEU - ALL DEPARTMENTS			$1,836.00

NORCO, INC.

NORCO, INC.	Balefill - Disposal & Landfill	Welders Jacket/Safety Glasses/Faceshield At	$85.42
NORCO, INC. - Total For Balefill - Disposal & Landfill			*$85.42*
NORCO, INC.	Buildings & Structures Fund	Cylinder Rental	$10.20
NORCO, INC. - Total For Buildings & Structures Fund			*$10.20*
NORCO, INC.	Fleet Maintenance Fund	Cylinder Rental	$191.40
NORCO, INC. - Total For Fleet Maintenance Fund			*$191.40*
NORCO, INC.	Golf - Operations	Cylinder Rental	$29.10
NORCO, INC. - Total For Golf - Operations			*$29.10*
NORCO, INC.	Hogadon - Operations	General, Safety, & Janitorial Supplies	$355.31
NORCO, INC.	Hogadon - Operations	General, Safety, & Janitorial Supplies	$283.42
NORCO, INC.	Hogadon - Operations	General, Safety, & Janitorial Supplies	$134.79
NORCO, INC. - Total For Hogadon - Operations			*$773.52*
NORCO, INC.	Regional Water Operations	Shop use	$140.72
NORCO, INC. - Total For Regional Water Operations			*$140.72*
NORCO, INC. - ALL DEPARTMENTS			$1,230.36

NORTHWEST CONTRACTOR

NORTHWEST CONTRACTOR	Buildings & Structures Fund	BAS Shop Supplies - NW Contractors	$56.95
NORTHWEST CONTRACTOR - Total For Buildings & Structures Fund			*$56.95*
NORTHWEST CONTRACTOR	Sewer Wastewater Collection	RECHARGEABLE LED HEADLAMPS FOR SERVI	$139.98
NORTHWEST CONTRACTOR - Total For Sewer Wastewater Collection			*$139.98*
NORTHWEST CONTRACTOR	Water Distribution	GOVES FOR SPRAYING	$33.44
NORTHWEST CONTRACTOR - Total For Water Distribution			*$33.44*
NORTHWEST CONTRACTOR - ALL DEPARTMENTS			$230.37

NRPA OPERATING

NRPA OPERATING	Sport & Athletics Admin	NRPA Annual Membership Dues	$120.00
NRPA OPERATING - Total For Sport & Athletics Admin			*$120.00*
NRPA OPERATING - ALL DEPARTMENTS			$120.00

OFFICE SHOP INC

OFFICE SHOP INC	Fire-EMS Administration	Copier / Printer Usage	$59.00
OFFICE SHOP INC - Total For Fire-EMS Administration			*$59.00*
OFFICE SHOP INC - ALL DEPARTMENTS			$59.00

ONE CALL OF WY.

ONE CALL OF WY.	Sewer Wastewater Collection	Tickets For June	$1,057.93
ONE CALL OF WY. - Total For Sewer Wastewater Collection			*$1,057.93*
ONE CALL OF WY.	Water Distribution	Tickets For June	$1,293.02
ONE CALL OF WY. - Total For Water Distribution			*$1,293.02*
ONE CALL OF WY. - ALL DEPARTMENTS			$2,350.95

PARKSON CORPORATION

PARKSON CORPORATION	WWTP Operations	BRUSH, SPLIT CORE AND FREIGHT	$4,606.83
PARKSON CORPORATION - Total For WWTP Operations			*$4,606.83*
PARKSON CORPORATION - ALL DEPARTMENTS			$4,606.83

PAYPAL CHILDERSTRU

PAYPAL CHILDERSTRU	Field Maintenance	TRUCK AND UTILITY TRAILER RENTAL	$800.00
PAYPAL CHILDERSTRU - Total For Field Maintenance			*$800.00*
PAYPAL CHILDERSTRU - ALL DEPARTMENTS			$800.00

PAYPAL PLTRVRTRAIL

PAYPAL PLTRVRTRAIL	Human Resources	Service Recognition Venue	$260.00
PAYPAL PLTRVRTRAIL - Total For Human Resources			*$260.00*
PAYPAL PLTRVRTRAIL - ALL DEPARTMENTS			$260.00

PDFSIMPLI.COM

PDFSIMPLI.COM	Municipal Court	ALL OTHER DIRECT MARKETERS	$49.95
PDFSIMPLI.COM - Total For Municipal Court			*$49.95*
PDFSIMPLI.COM - ALL DEPARTMENTS			$49.95

PEPPERBALL

PEPPERBALL	Capital Projects Fund	Project purchase	$3,653.00
PEPPERBALL - Total For Capital Projects Fund			*$3,653.00*
PEPPERBALL - ALL DEPARTMENTS			$3,653.00

PETCO 1456

PETCO 1456	Metro Animal Shelter	PET SHOPS-PET FOOD AND SUPPLY STORES,	$48.99
PETCO 1456 - Total For Metro Animal Shelter			*$48.99*
PETCO 1456 - ALL DEPARTMENTS			$48.99

PETCO.COM 6989

PETCO.COM 6989	Metro Animal Shelter	PET SHOPS-PET FOOD AND SUPPLY STORES,	$133.50
PETCO.COM 6989 - Total For Metro Animal Shelter			*$133.50*
PETCO.COM 6989 - ALL DEPARTMENTS			$133.50

PIZZA HUT 035956

PIZZA HUT 035956	River Volunteer Events	Scotch thistle removal volunteer lunch	$64.95
PIZZA HUT 035956 - Total For River Volunteer Events			*$64.95*
PIZZA HUT 035956 - ALL DEPARTMENTS			$64.95

PLATTE RIVER PARKWAY

PLATTE RIVER PARKWAY	Capital - One Cent 17	Platte River Trails Trust- Admin Fee	$50,000.00
PLATTE RIVER PARKWAY - Total For Capital - One Cent 17			*$50,000.00*
PLATTE RIVER PARKWAY - ALL DEPARTMENTS			$50,000.00

POSTAL PROS, INC.

POSTAL PROS, INC.	Customer Service	Shut Off Reminders / E-Payments	$697.25
POSTAL PROS, INC.	Customer Service	UB/Past Due Printing / Postage / Mail Servic	$4,074.86
POSTAL PROS, INC. - Total For Customer Service			*$4,772.11*
POSTAL PROS, INC. - ALL DEPARTMENTS			$4,772.11

POWER EQUIPMENT CORP

POWER EQUIPMENT CORP	Fleet Maintenance Fund	141403 Equipment Repair	$10,395.35
POWER EQUIPMENT CORP - Total For Fleet Maintenance Fund			*$10,395.35*
POWER EQUIPMENT CORP - ALL DEPARTMENTS			$10,395.35

PRINTWORKS

PRINTWORKS	Water Distribution	Printing Service - envelopes	$226.10
PRINTWORKS - Total For Water Distribution			*$226.10*
PRINTWORKS - ALL DEPARTMENTS			$226.10

PVS DX INC

PVS DX INC	Regional Water Operations	Sodium Hypochlorite	$14,319.98
PVS DX INC	Regional Water Operations	Sodium Hypochlorite	$14,323.19
PVS DX INC - Total For Regional Water Operations			*$28,643.17*

PVS DX INC - ALL DEPARTMENTS			$28,643.17

RECYCLED MATERIALS,

RECYCLED MATERIALS,	Community Development	Demolition of 1142 N. Durbin / Asbestos Ins	$10,045.00
RECYCLED MATERIALS, - Total For Community Development			*$10,045.00*
RECYCLED MATERIALS, - ALL DEPARTMENTS			$10,045.00

REEB WELDING LLC

REEB WELDING LLC	WWTP Operations	Welding Service - repaired cracks in piping	$4,668.14
REEB WELDING LLC - Total For WWTP Operations			*$4,668.14*
REEB WELDING LLC - ALL DEPARTMENTS			$4,668.14

RES SHERATONDE

RES SHERATONDE	Public Transit - Operations	LODGING, HOTELS, MOTELS, RESORTS	$354.07
RES SHERATONDE - Total For Public Transit - Operations			*$354.07*
RES SHERATONDE - ALL DEPARTMENTS			$354.07

REVIVAL ANIMAL HEALT

REVIVAL ANIMAL HEALT	Metro Animal Shelter	PET SHOPS-PET FOOD AND SUPPLY STORES,	$2,204.99
REVIVAL ANIMAL HEALT - Total For Metro Animal Shelter			*$2,204.99*
REVIVAL ANIMAL HEALT - ALL DEPARTMENTS			$2,204.99

RICOH USA INC

RICOH USA INC	Metropolitan Planning Org	Copier / Printer Usage	$633.02
RICOH USA INC - Total For Metropolitan Planning Org			*$633.02*
RICOH USA INC - ALL DEPARTMENTS			$633.02

Rocky Mountain

Rocky Mountain	Regional Water Operations	Bulk Oxygen - fuel surcharge/bulk & hazmat	$4,120.39
Rocky Mountain	Regional Water Operations	Bulk Oxygen - fuel surcharge/bulk & hazmat	$1,785.00
Rocky Mountain - Total For Regional Water Operations			*$5,905.39*

Rocky Mountain - ALL DEPARTMENTS			$5,905.39

ROCKY MOUNTAIN CHAPT

ROCKY MOUNTAIN CHAPT	Police Administration	Luncheon	$30.00
ROCKY MOUNTAIN CHAPT - Total For Police Administration			*$30.00*
ROCKY MOUNTAIN CHAPT - ALL DEPARTMENTS			$30.00

ROCKY MOUNTAIN OILFI

ROCKY MOUNTAIN OILFI	Fire-EMS Administration	Radio Data and Programming	$3,450.00
ROCKY MOUNTAIN OILFI	Fire-EMS Administration	Radio Updating and Programming	$4,600.00
ROCKY MOUNTAIN OILFI - Total For Fire-EMS Administration			*$8,050.00*
ROCKY MOUNTAIN OILFI	Fire-EMS Operations	APX Mic Cord Replacement	$2,603.00
ROCKY MOUNTAIN OILFI - Total For Fire-EMS Operations			*$2,603.00*
ROCKY MOUNTAIN OILFI - ALL DEPARTMENTS			$10,653.00

ROCKY MOUNTAIN POWER

ROCKY MOUNTAIN POWER	Aquatics - Operations	Acct #54730761-088 1	$8,700.66
ROCKY MOUNTAIN POWER - Total For Aquatics - Operations			*$8,700.66*
ROCKY MOUNTAIN POWER	Balefill - Disposal & Landfill	Acct #54730761-139 2	$153.11
ROCKY MOUNTAIN POWER - Total For Balefill - Disposal & Landfill			*$153.11*
ROCKY MOUNTAIN POWER	Capital Projects Fund	General Srvc Contract/Ft. Caspar Campgroun	$10,828.00
ROCKY MOUNTAIN POWER - Total For Capital Projects Fund			*$10,828.00*
ROCKY MOUNTAIN POWER	Cemetery	Acct #54730761-092 3	$154.60
ROCKY MOUNTAIN POWER - Total For Cemetery			*$154.60*
ROCKY MOUNTAIN POWER	City Center Building	Acct #54730761-093 1	$1,080.15
ROCKY MOUNTAIN POWER - Total For City Center Building			*$1,080.15*
ROCKY MOUNTAIN POWER	City Hall	Acct #54730761-093 1	$4,251.92
ROCKY MOUNTAIN POWER - Total For City Hall			*$4,251.92*
ROCKY MOUNTAIN POWER	Field Maintenance	Acct #54730761-131 9	$8,916.31
ROCKY MOUNTAIN POWER - Total For Field Maintenance			*$8,916.31*
ROCKY MOUNTAIN POWER	Fire-EMS Administration	Acct #54730761-141 8	$513.11
ROCKY MOUNTAIN POWER	Fire-EMS Administration	Acct #60445507-008 5	$785.09
ROCKY MOUNTAIN POWER	Fire-EMS Administration	Acct #54730761-097 2	$3,531.48

ROCKY MOUNTAIN POWER - Total For Fire-EMS Administration			*$4,829.68*
ROCKY MOUNTAIN POWER	Fleet Maintenance Fund	Acct #54730761-096 4	$3,582.51
ROCKY MOUNTAIN POWER - Total For Fleet Maintenance Fund			*$3,582.51*
ROCKY MOUNTAIN POWER	Fort Caspar	Acct #54730761-098 0	$1,335.91
ROCKY MOUNTAIN POWER - Total For Fort Caspar			*$1,335.91*
ROCKY MOUNTAIN POWER	Golf - Operations	Acct #54730761-099 8	$5,990.19
ROCKY MOUNTAIN POWER - Total For Golf - Operations			*$5,990.19*
ROCKY MOUNTAIN POWER	Hogadon - Operations	Acct #54730761-100 4	$7,919.06
ROCKY MOUNTAIN POWER	Hogadon - Operations	Acct #54730761-126 9	$4,205.88
ROCKY MOUNTAIN POWER - Total For Hogadon - Operations			*$12,124.94*
ROCKY MOUNTAIN POWER	Ice Arena - Operations	Acct #54730761-147 5	$5,417.16
ROCKY MOUNTAIN POWER	Ice Arena - Operations	Acct #54730761-101 2	$3,437.73
ROCKY MOUNTAIN POWER - Total For Ice Arena - Operations			*$8,854.89*
ROCKY MOUNTAIN POWER	Marathon Building	Acct #54730761-093 1	$514.62
ROCKY MOUNTAIN POWER - Total For Marathon Building			*$514.62*
ROCKY MOUNTAIN POWER	Miller St. Dormitory	Acct #54730761-093 1	$113.73
ROCKY MOUNTAIN POWER - Total For Miller St. Dormitory			*$113.73*
ROCKY MOUNTAIN POWER	Parking Fund	Acct #54730761-093 1	$1,356.87
ROCKY MOUNTAIN POWER - Total For Parking Fund			*$1,356.87*
ROCKY MOUNTAIN POWER	Parks - Parks Maint.	Acct #54730761-103 8	$4,650.18
ROCKY MOUNTAIN POWER - Total For Parks - Parks Maint.			*$4,650.18*
ROCKY MOUNTAIN POWER	Parks - Special Areas	Acct #54730761-148 3	$56.79
ROCKY MOUNTAIN POWER	Parks - Special Areas	Acct #54730761-132 7	$2,465.21
ROCKY MOUNTAIN POWER - Total For Parks - Special Areas			*$2,522.00*
ROCKY MOUNTAIN POWER	Police Administration	Acct #54730761-104 6	$112.71
ROCKY MOUNTAIN POWER - Total For Police Administration			*$112.71*
ROCKY MOUNTAIN POWER	Public Safety Communication	Acct #54730761-146 7	$375.00
ROCKY MOUNTAIN POWER - Total For Public Safety Communications			*$375.00*
ROCKY MOUNTAIN POWER	Public Transit - Operations	Acct #54730761-156 6	$378.41
ROCKY MOUNTAIN POWER - Total For Public Transit - Operations			*$378.41*
ROCKY MOUNTAIN POWER	Rec Center - Operations	Acct #54730761-095 6	$5,863.83
ROCKY MOUNTAIN POWER - Total For Rec Center - Operations			*$5,863.83*
ROCKY MOUNTAIN POWER	Regional Water Operations	Acct #60931133-002 9	$610.98
ROCKY MOUNTAIN POWER	Regional Water Operations	Acct #60931133-004 5	$36.65
ROCKY MOUNTAIN POWER	Regional Water Operations	Acct #60931133-005 2	$465.63
ROCKY MOUNTAIN POWER	Regional Water Operations	Acct #60931133-017 7	$492.77

ROCKY MOUNTAIN POWER	Regional Water Operations	Acct #60931133-006 0	$807.72
ROCKY MOUNTAIN POWER	Regional Water Operations	Acct #60931133-010 2	$5,243.93
ROCKY MOUNTAIN POWER	Regional Water Operations	Acct #60931133-012 8	$977.03
ROCKY MOUNTAIN POWER	Regional Water Operations	Acct #60931133-011 0	$2,424.05
ROCKY MOUNTAIN POWER	Regional Water Operations	Acct #60931133-013 6	$898.50
ROCKY MOUNTAIN POWER - Total For Regional Water Operations			*$11,957.26*
ROCKY MOUNTAIN POWER	RWS - Booster Stations	Acct #60931133-025 0	$2,683.89
ROCKY MOUNTAIN POWER	RWS - Booster Stations	Acct #60931133-003 7	$3,796.24
ROCKY MOUNTAIN POWER	RWS - Booster Stations	Acct #60931133-026 8	$44.93
ROCKY MOUNTAIN POWER	RWS - Booster Stations	Acct #60931133-001 1	$33.99
ROCKY MOUNTAIN POWER	RWS - Booster Stations	Acct #60931133-014 4	$35.96
ROCKY MOUNTAIN POWER	RWS - Booster Stations	Acct #60931133-015 1	$58.88
ROCKY MOUNTAIN POWER	RWS - Booster Stations	Acct #60931133-024 3	$33.78
ROCKY MOUNTAIN POWER	RWS - Booster Stations	Acct #60931133-016 9	$3,541.57
ROCKY MOUNTAIN POWER	RWS - Booster Stations	Acct #60931133-019 3	$33.69
ROCKY MOUNTAIN POWER	RWS - Booster Stations	Acct #60931133-021 9	$33.27
ROCKY MOUNTAIN POWER - Total For RWS - Booster Stations			*$10,296.20*
ROCKY MOUNTAIN POWER	Sewer Wastewater Collection	Acct #54730761-105 3	$688.33
ROCKY MOUNTAIN POWER - Total For Sewer Wastewater Collection			*$688.33*
ROCKY MOUNTAIN POWER	Traffic Control	Acct #54730761-106 1	$66,914.89
ROCKY MOUNTAIN POWER	Traffic Control	Acct #54730761-003 0	$97.34
ROCKY MOUNTAIN POWER - Total For Traffic Control			*$67,012.23*
ROCKY MOUNTAIN POWER	Water Distribution	Acct #54730761-107 9	$457.61
ROCKY MOUNTAIN POWER - Total For Water Distribution			*$457.61*
ROCKY MOUNTAIN POWER	Water Tanks	Acct #54730761-107 9	$41,156.25
ROCKY MOUNTAIN POWER	Water Tanks	Acct #54730761-135 0	$39.27
ROCKY MOUNTAIN POWER - Total For Water Tanks			*$41,195.52*
ROCKY MOUNTAIN POWER	WWTP Operations	Acct #54730761-108 7	$34,684.79
ROCKY MOUNTAIN POWER - Total For WWTP Operations			*$34,684.79*
ROCKY MOUNTAIN POWER - ALL DEPARTMENTS			$252,982.16

Rooter

Rooter	Buildings & Structures Fund	Trailer Jetter Services	$480.00
Rooter - Total For Buildings & Structures Fund			*$480.00*
Rooter	Parks - Parks Maint.	Porta-John from R&R	$362.45

Rooter	Parks - Parks Maint.	Porta-John from R&R	$46.00
Rooter	Parks - Parks Maint.	Porta-John from R&R	$126.00
Rooter	Parks - Parks Maint.	Porta-John from R&R	$114.13
Rooter	Parks - Parks Maint.	Porta-John from R&R	$933.10
Rooter - Total For Parks - Parks Maint.			*$1,581.68*
Rooter - ALL DEPARTMENTS			$2,061.68

SAMPSON CONSTRUCTION

SAMPSON CONSTRUCTION	Capital Projects Fund	Business Center Remodel Phase	$535,718.66
SAMPSON CONSTRUCTION	Capital Projects Fund	Business Center Remodel Phase	$2,236,949.47
SAMPSON CONSTRUCTION - Total For Capital Projects Fund			*$2,772,668.13*
SAMPSON CONSTRUCTION - ALL DEPARTMENTS			$2,772,668.13

SAMS CLUB #6425

SAMS CLUB #6425	Information Services	coffee	$127.21
SAMS CLUB #6425 - Total For Information Services			*$127.21*
SAMS CLUB #6425	Rec Center - Special Program	Beach Day snacks & extension cords	$361.60
SAMS CLUB #6425 - Total For Rec Center - Special Programs			*$361.60*
SAMS CLUB #6425 - ALL DEPARTMENTS			$488.81

SAMS CLUB.COM

SAMS CLUB.COM	Aquatics- Mike Sedar Conc	concessions Supplies/ Cleaning Supplies	$96.76
SAMS CLUB.COM	Aquatics- Mike Sedar Conc	Concessions re-stock supplies	$281.40
SAMS CLUB.COM	Aquatics- Mike Sedar Conc	Concessions re-stock supplies	$380.40
SAMS CLUB.COM - Total For Aquatics- Mike Sedar Conc			*$758.56*
SAMS CLUB.COM	Aquatics- Mike Sedar Oper.	concessions Supplies/ Cleaning Supplies	$18.98
SAMS CLUB.COM - Total For Aquatics- Mike Sedar Oper.			*$18.98*
SAMS CLUB.COM	Aquatics- Paradise Valley Con	Concessions re-stock supplies	$92.00
SAMS CLUB.COM	Aquatics- Paradise Valley Con	Pretzels	$119.92
SAMS CLUB.COM	Aquatics- Paradise Valley Con	Concessions re-stock supplies	$109.52
SAMS CLUB.COM	Aquatics- Paradise Valley Con	concessions Supplies/ Cleaning Supplies	$58.98
SAMS CLUB.COM - Total For Aquatics- Paradise Valley Conc			*$380.42*
SAMS CLUB.COM	Aquatics- Washington Conc	concessions Supplies/ Cleaning Supplies	$98.32

SAMS CLUB.COM	Aquatics- Washington Conc	Concessions re-stock supplies	$39.72
SAMS CLUB.COM	Aquatics- Washington Conc	Concessions re-stock supplies	$71.68
SAMS CLUB.COM - Total For Aquatics- Washington Conc			*$209.72*
SAMS CLUB.COM	Field Maintenance	Concessions re-stock supplies	$138.72
SAMS CLUB.COM	Field Maintenance	Concessions re-stock supplies	$48.98
SAMS CLUB.COM	Field Maintenance	concessions Supplies/ Cleaning Supplies	$11.18
SAMS CLUB.COM - Total For Field Maintenance			*$198.88*
SAMS CLUB.COM	Ice Arena - Concessions	Concessions - Nacho Cheese	$97.96
SAMS CLUB.COM - Total For Ice Arena - Concessions			*$97.96*
SAMS CLUB.COM	Rec Center - Operations	Cleaning supplies & member appreciation	$40.32
SAMS CLUB.COM	Rec Center - Operations	Cleaning supplies & member appreciation	$62.90
SAMS CLUB.COM - Total For Rec Center - Operations			*$103.22*
SAMS CLUB.COM	Rec Center - Special Program	Cookies, fruit	$51.25
SAMS CLUB.COM - Total For Rec Center - Special Programs			*$51.25*
SAMS CLUB.COM - ALL DEPARTMENTS			$1,818.99

SAMSCLUB #6425

SAMSCLUB #6425	Balefill - Disposal & Landfill	Employee Holiday Team Meeting Supplies	$76.34
SAMSCLUB #6425 - Total For Balefill - Disposal & Landfill			*$76.34*
SAMSCLUB #6425	Fire-EMS Operations	Station Supplies	$554.67
SAMSCLUB #6425 - Total For Fire-EMS Operations			*$554.67*
SAMSCLUB #6425	Risk Management	WHOLESALE CLUBS	$19.93
SAMSCLUB #6425 - Total For Risk Management			*$19.93*
SAMSCLUB #6425	Water Distribution	OFFIC SUPPLIES	$711.73
SAMSCLUB #6425 - Total For Water Distribution			*$711.73*
SAMSCLUB #6425 - ALL DEPARTMENTS			$1,362.67

SIMPLOT TURF & HORTI

SIMPLOT TURF & HORTI	Weed & Pest Fund	Ranger Pro Herbicide/Defoamer/Sureguard	$2,718.60
SIMPLOT TURF & HORTI - Total For Weed & Pest Fund			*$2,718.60*
SIMPLOT TURF & HORTI - ALL DEPARTMENTS			$2,718.60

SKYLINE RANCHES

SKYLINE RANCHES	Sewer Fund	Retail Sewer Revenue/201 Sewer Billing/Ad	($180.75)
SKYLINE RANCHES	Sewer Fund	Retail Sewer Revenue/201 Sewer Billing/Ad	$1,807.45
SKYLINE RANCHES - Total For Sewer Fund			*$1,626.70*
SKYLINE RANCHES	WWTP Revenue and Transfer	Retail Sewer Revenue/201 Sewer Billing/Ad	($759.49)
SKYLINE RANCHES - Total For WWTP Revenue and Transfers			*($759.49)*
SKYLINE RANCHES - ALL DEPARTMENTS			$867.21

SLASH BACK CANVAS CO

SLASH BACK CANVAS CO	Fort Caspar	Summer Display Setup & Repairs	$300.00
SLASH BACK CANVAS CO - Total For Fort Caspar			*$300.00*
SLASH BACK CANVAS CO - ALL DEPARTMENTS			$300.00

SMARSH, INC

SMARSH, INC	Information Services	Professional Archive Service	$273.69
SMARSH, INC - Total For Information Services			*$273.69*
SMARSH, INC - ALL DEPARTMENTS			$273.69

SOFT DR INC

SOFT DR INC	Fire-EMS Administration	Water Delivery	$25.15
SOFT DR INC	Fire-EMS Administration	Water Delivery	$25.15
SOFT DR INC	Fire-EMS Administration	Water Delivery	$22.65
SOFT DR INC - Total For Fire-EMS Administration			*$72.95*
SOFT DR INC	Municipal Court	Water Delivery	$10.15
SOFT DR INC	Municipal Court	Water Delivery	$10.15
SOFT DR INC - Total For Municipal Court			*$20.30*
SOFT DR INC - ALL DEPARTMENTS			$93.25

SOLSBURY HILL LLC

SOLSBURY HILL LLC	Cemetery	2" Valve	$500.32
SOLSBURY HILL LLC - Total For Cemetery			*$500.32*
SOLSBURY HILL LLC - ALL DEPARTMENTS			$500.32

SP GLOVESVR

SP GLOVESVR	Fire-EMS Operations	Medical Gloves	$1,664.10
SP GLOVESVR - Total For Fire-EMS Operations			*$1,664.10*
SP GLOVESVR - ALL DEPARTMENTS			$1,664.10

SQ COAL CREEK UPTOW

SQ COAL CREEK UPTOW	City Manager	EATING PLACES, RESTAURANTS	$4.71
SQ COAL CREEK UPTOW - Total For City Manager			*$4.71*
SQ COAL CREEK UPTOW - ALL DEPARTMENTS			$4.71

SQ JOE SERIO ENTERP

SQ JOE SERIO ENTERP	Public Safety Communication	PSCC Training	$2,994.00
SQ JOE SERIO ENTERP - Total For Public Safety Communications			*$2,994.00*
SQ JOE SERIO ENTERP - ALL DEPARTMENTS			$2,994.00

SQ METRO COFFEE COM

SQ METRO COFFEE COM	Metro Animal Control	FAST FOOD RESTAURANTS, employee engag	$42.51
SQ METRO COFFEE COM - Total For Metro Animal Control			*$42.51*
SQ METRO COFFEE COM - ALL DEPARTMENTS			$42.51

SQ PEDEN'S INC.

SQ PEDEN'S INC.	Softball	2026 JO League Plaques	$150.00
SQ PEDEN'S INC. - Total For Softball			*$150.00*
SQ PEDEN'S INC. - ALL DEPARTMENTS			$150.00

STAPLES 1418

STAPLES 1418	Fire-EMS Administration	Fire Admin Office Supplies	$86.41
STAPLES 1418 - Total For Fire-EMS Administration			*$86.41*
STAPLES 1418	Sewer Administration	WEBCAM FOR M WILHELM	$59.99
STAPLES 1418 - Total For Sewer Administration			*$59.99*

STAPLES 1418 - ALL DEPARTMENTS			$146.40

STAPLES.COM 0900

STAPLES.COM 0900	Streets	Office Supplies	$73.89
STAPLES.COM 0900	Streets	OFFICE SUPPLIES	$377.66
STAPLES.COM 0900 - Total For Streets			*$451.55*
STAPLES.COM 0900 - ALL DEPARTMENTS			$451.55

Starlink Internet

Starlink Internet	Fire-EMS Administration	Starlink Service	$160.00
Starlink Internet - Total For Fire-EMS Administration			*$160.00*
Starlink Internet - ALL DEPARTMENTS			$160.00

STATE OF WY.

STATE OF WY.	Health Insurance Fund	Retiree Subsidy - July 2026	$1,720.24
STATE OF WY.	Health Insurance Fund	Retiree Subsidy - June 2026	$20,731.03
STATE OF WY. - Total For Health Insurance Fund			*$22,451.27*
STATE OF WY.	Water Distribution	Loan #DW055	$94,125.65
STATE OF WY.	Water Distribution	Loan #DW051	$35,774.43
STATE OF WY. - Total For Water Distribution			*$129,900.08*
STATE OF WY.	WWTP Operations	Loan #CW128GR	$3,434.22
STATE OF WY.	WWTP Operations	Loan #CW128GR	$3,434.22
STATE OF WY. - Total For WWTP Operations			*$6,868.44*
STATE OF WY. - ALL DEPARTMENTS			$159,219.79

STERLING

STERLING	Human Resources	Background Checks	$1,935.69
STERLING - Total For Human Resources			*$1,935.69*
STERLING - ALL DEPARTMENTS			$1,935.69

SUMMIT FIRE & SECURI

SUMMIT FIRE & SECURI	Rec Center - Operations	Fire Extinguisher / Vinyl Arrow / Truck Charg	$130.50

SUMMIT FIRE & SECURI	Rec Center - Operations	Fire Extinguisher Annual Inspection	$98.70
SUMMIT FIRE & SECURI - Total For Rec Center - Operations			*$229.20*
SUMMIT FIRE & SECURI - ALL DEPARTMENTS			$229.20

SUTHERLANDS 2816

SUTHERLANDS 2816	Water Distribution	SOD	$174.75
SUTHERLANDS 2816 - Total For Water Distribution			*$174.75*
SUTHERLANDS 2816 - ALL DEPARTMENTS			$174.75

THATCHER CO.

THATCHER CO.	Regional Water Operations	Bulk T-Chlor/Freight/Fuel & Global Mrkt Surc	$14,187.35
THATCHER CO. - Total For Regional Water Operations			*$14,187.35*
THATCHER CO. - ALL DEPARTMENTS			$14,187.35

THE HOME DEPOT

THE HOME DEPOT	Balefill - Diversion & Special	Landscaping supplies and flea strips for Speci	$240.00
THE HOME DEPOT - Total For Balefill - Diversion & Special			*$240.00*
THE HOME DEPOT	Buildings & Structures Fund	BAS Shop Supplies - Home Depot	$55.92
THE HOME DEPOT - Total For Buildings & Structures Fund			*$55.92*
THE HOME DEPOT	Golf - Operations	2 bottles of round up and batteries	$22.41
THE HOME DEPOT - Total For Golf - Operations			*$22.41*
THE HOME DEPOT	Hogadon - Operations	CMR & Shop repairs	$284.79
THE HOME DEPOT	Hogadon - Operations	Lodge Sika & Patrol Concrete	$40.29
THE HOME DEPOT	Hogadon - Operations	Concrete Ski Patrol Stairs	$248.64
THE HOME DEPOT - Total For Hogadon - Operations			*$573.72*
THE HOME DEPOT	Weed & Pest Fund	chemical storage	$8.98
THE HOME DEPOT - Total For Weed & Pest Fund			*$8.98*
THE HOME DEPOT - ALL DEPARTMENTS			$901.03

THE TORO COMPANY

THE TORO COMPANY	Golf - Operations	Toro NSN	$318.00
THE TORO COMPANY - Total For Golf - Operations			*$318.00*

THE TORO COMPANY - ALL DEPARTMENTS			$318.00

THE UPS STORE

THE UPS STORE	Public Safety Communication	PSCC Supplies	$10.32
THE UPS STORE - Total For Public Safety Communications			*$10.32*
THE UPS STORE - ALL DEPARTMENTS			$10.32

THIRTY THREE MILE RO

THIRTY THREE MILE RO	Sewer Wastewater Collection	33-Mile Monthly Water Charge - May & June	$189.00
THIRTY THREE MILE RO - Total For Sewer Wastewater Collection			*$189.00*
THIRTY THREE MILE RO - ALL DEPARTMENTS			$189.00

TIL TP LA BARISTA

TIL TP LA BARISTA	Metro Animal Control	FAST FOOD RESTAURANTS, team engageme	$24.36
TIL TP LA BARISTA - Total For Metro Animal Control			*$24.36*
TIL TP LA BARISTA - ALL DEPARTMENTS			$24.36

T-MOBILE

T-MOBILE	Public Transit - Operations	Acct #991259261	$379.47
T-MOBILE	Public Transit - Operations	Acct #991259261	$379.47
T-MOBILE - Total For Public Transit - Operations			*$758.94*
T-MOBILE - ALL DEPARTMENTS			$758.94

TOP OFFICE PRODUCTS

TOP OFFICE PRODUCTS	Fleet Maintenance Fund	Copy Charge - June 2026	$59.92
TOP OFFICE PRODUCTS - Total For Fleet Maintenance Fund			*$59.92*
TOP OFFICE PRODUCTS	Municipal Court	Copy Charge - June 2026	$92.70
TOP OFFICE PRODUCTS - Total For Municipal Court			*$92.70*
TOP OFFICE PRODUCTS	Parks - Parks Maint.	Copy Charge - June 2026	$59.93
TOP OFFICE PRODUCTS - Total For Parks - Parks Maint.			*$59.93*
TOP OFFICE PRODUCTS	Public Transit - Operations	Copy Charge - June 2026	$192.70
TOP OFFICE PRODUCTS - Total For Public Transit - Operations			*$192.70*

TOP OFFICE PRODUCTS	Streets	Copy Charge - June 2026	$59.93
TOP OFFICE PRODUCTS - Total For Streets			*$59.93*
TOP OFFICE PRODUCTS	Water Distribution	Copy Charge - June 2026	$190.37
TOP OFFICE PRODUCTS - Total For Water Distribution			*$190.37*
TOP OFFICE PRODUCTS	WWTP Operations	Copy Charge - June 2026	$108.30
TOP OFFICE PRODUCTS - Total For WWTP Operations			*$108.30*
TOP OFFICE PRODUCTS - ALL DEPARTMENTS			$763.85

TRACTOR SUPPLY CO

TRACTOR SUPPLY CO	Metro Animal Shelter	MISCELLANEOUS AUTOMOTIVE DEALERS, ca	$145.80
TRACTOR SUPPLY CO - Total For Metro Animal Shelter			*$145.80*
TRACTOR SUPPLY CO - ALL DEPARTMENTS			$145.80

TRANSOURCE TRUCK & E

TRANSOURCE TRUCK & E	Balefill - Baler Processing	Equipment Repair UNIT#141489 BALER HAU	$26,876.78
TRANSOURCE TRUCK & E - Total For Balefill - Baler Processing			*$26,876.78*
TRANSOURCE TRUCK & E	Fleet Maintenance Fund	70735 Equipment Repair	$11,126.28
TRANSOURCE TRUCK & E - Total For Fleet Maintenance Fund			*$11,126.28*
TRANSOURCE TRUCK & E	Refuse - Commercial	Repair Trk#2325 Com FL 2025	$5,059.07
TRANSOURCE TRUCK & E	Refuse - Commercial	Repair Trk#2342 Comm FL 2026	$584.40
TRANSOURCE TRUCK & E - Total For Refuse - Commercial			*$5,643.47*
TRANSOURCE TRUCK & E	Refuse - Recycling	Repair Trk#2336 Recy FL 2025	$2,236.55
TRANSOURCE TRUCK & E	Refuse - Recycling	Mud Flap Tr#2336 recy FL 2025	$28.73
TRANSOURCE TRUCK & E - Total For Refuse - Recycling			*$2,265.28*
TRANSOURCE TRUCK & E	Refuse - Residential	Repair Trk#2330 Res SL 2025	$6,091.73
TRANSOURCE TRUCK & E - Total For Refuse - Residential			*$6,091.73*
TRANSOURCE TRUCK & E - ALL DEPARTMENTS			$52,003.54

TST 19TH HOLE RESTA

TST 19TH HOLE RESTA	Risk Management	EATING PLACES, RESTAURANTS SLT Appreci	$376.20
TST 19TH HOLE RESTA - Total For Risk Management			*$376.20*
TST 19TH HOLE RESTA - ALL DEPARTMENTS			$376.20

TST RAGLAN ROAD IRIS

TST RAGLAN ROAD IRIS	Information Services	Dinner for MS-ISAC Conference 6/22/26	$43.20
TST RAGLAN ROAD IRIS	Information Services	Dinner for MS-ISAC Conference 6/22/26	$43.89
TST RAGLAN ROAD IRIS - Total For Information Services			*$87.09*
TST RAGLAN ROAD IRIS - ALL DEPARTMENTS			$87.09

TYLER TECHNOLOGIES I

TYLER TECHNOLOGIES I	Customer Service	eCheck Return Services	$300.00
TYLER TECHNOLOGIES I - Total For Customer Service			*$300.00*
TYLER TECHNOLOGIES I	Information Services	Support & Maintenance 8/07/26 to 8/06/27	$271,125.21
TYLER TECHNOLOGIES I - Total For Information Services			*$271,125.21*
TYLER TECHNOLOGIES I - ALL DEPARTMENTS			$271,425.21

UBER TRIP

UBER TRIP	General Fund Revenue	UBER- MARK ANDERSON	$14.23
UBER TRIP	General Fund Revenue	UBER - MARK ANDERSON	$5.00
UBER TRIP - Total For General Fund Revenue			*$19.23*
UBER TRIP	Regional Water Operations	Travel-related expenses going to AWWA con	$46.78
UBER TRIP - Total For Regional Water Operations			*$46.78*
UBER TRIP - ALL DEPARTMENTS			$66.01

UNITED 0162116755

UNITED	0162116755	Public Safety Communication	PSCC training	$775.71
UNITED	0162116755	Public Safety Communication	PSCC Training	$775.71
UNITED 0162116755 - Total For Public Safety Communications				*$1,551.42*
UNITED 0162116755 - ALL DEPARTMENTS				$1,551.42

UNITED 0162118440

UNITED	0162118440	Community Development	UNITED AIRLINES	$835.79
UNITED 0162118440 - Total For Community Development				*$835.79*
UNITED 0162118440 - ALL DEPARTMENTS				$835.79

UNITED 0162346869

UNITED	0162346869	Customer Service	Refund - J Johnson - Flight for GFOA Confere	($249.01)
UNITED 0162346869 - Total For Customer Service				*($249.01)*
UNITED	0162346869	Finance	Refund - J Johnson - Flight for GFOA Confere	($249.01)
UNITED 0162346869 - Total For Finance				*($249.01)*
UNITED 0162346869 - ALL DEPARTMENTS				($498.02)

UNITED 0164710090

UNITED	0164710090	Public Safety Communication	PSCC Training	$77.40
UNITED	0164710090	Public Safety Communication	PSCC Training	$40.85
UNITED	0164710090	Public Safety Communication	PSCC Training	$40.85
UNITED	0164710090	Public Safety Communication	PSCC Training	$77.40
UNITED 0164710090 - Total For Public Safety Communications				*$236.50*
UNITED 0164710090 - ALL DEPARTMENTS				$236.50

UNIVERSITYE

UNIVERSITYE		Regional Water Operations	Training	$75.00
UNIVERSITYE - Total For Regional Water Operations				*$75.00*
UNIVERSITYE - ALL DEPARTMENTS				$75.00

URGENT CARE OF CASPE

URGENT CARE OF CASPE		Property Insurance Fund	Confidential Legal or Medical Matters	$9,291.00
URGENT CARE OF CASPE - Total For Property Insurance Fund				*$9,291.00*
URGENT CARE OF CASPE - ALL DEPARTMENTS				$9,291.00

USPS PO 5715590945

USPS PO 5715590945		Community Development	POSTAGE STAMPS	$31.44
USPS PO 5715590945		Community Development	POSTAGE STAMPS	$10.48
USPS PO 5715590945		Community Development	POSTAGE STAMPS	$94.32
USPS PO 5715590945		Community Development	POSTAGE STAMPS	$20.96
USPS PO 5715590945		Community Development	POSTAGE STAMPS	$20.96
USPS PO 5715590945 - Total For Community Development				*$178.16*

USPS PO 5715590945	Fire-EMS Administration	certified mail sent to the fire academy	$3.28
USPS PO 5715590945 - Total For Fire-EMS Administration			*$3.28*
USPS PO 5715590945	Human Resources	Certified Letter	$10.48
USPS PO 5715590945 - Total For Human Resources			*$10.48*
USPS PO 5715590945 - ALL DEPARTMENTS			$191.92

UW CASHIER OFFICE

UW CASHIER OFFICE	Hogadon - Operations	UW Media Advertising	$217.80
UW CASHIER OFFICE - Total For Hogadon - Operations			*$217.80*
UW CASHIER OFFICE - ALL DEPARTMENTS			$217.80

VISTAPRINT

VISTAPRINT	Public Engagement	One Cent stickers for education campaign	$221.96
VISTAPRINT - Total For Public Engagement			*$221.96*
VISTAPRINT - ALL DEPARTMENTS			$221.96

VOIANCE LANGUAGE

VOIANCE LANGUAGE	Public Safety Communication	Interpretation Services	$178.20
VOIANCE LANGUAGE - Total For Public Safety Communications			*$178.20*
VOIANCE LANGUAGE - ALL DEPARTMENTS			$178.20

VORTEX AQUATIC STRUC

VORTEX AQUATIC STRUC	Buildings & Structures Fund	Repair supplies for Mike Sedar Pool - Vortex	$1,200.00
VORTEX AQUATIC STRUC - Total For Buildings & Structures Fund			*$1,200.00*
VORTEX AQUATIC STRUC - ALL DEPARTMENTS			$1,200.00

Vrbo HA20NY7H

Vrbo HA20NY7H	Police Career Services	Recruitment trip	$936.32
Vrbo HA20NY7H - Total For Police Career Services			*$936.32*
Vrbo HA20NY7H - ALL DEPARTMENTS			$936.32

VRC COMPANIES LLC

VRC COMPANIES LLC	Municipal Court	File Destruction Service	$68.73
VRC COMPANIES LLC - Total For Municipal Court			*$68.73*
VRC COMPANIES LLC - ALL DEPARTMENTS			$68.73

WAL-MART #3778

WAL-MART #3778	Aquatics- Paradise Valley Con	Butter spray & windex	$15.92
WAL-MART #3778 - Total For Aquatics- Paradise Valley Conc			*$15.92*
WAL-MART #3778	Aquatics- Paradise Valley Op	Butter spray & windex	$3.97
WAL-MART #3778 - Total For Aquatics- Paradise Valley Oper			*$3.97*
WAL-MART #3778 - ALL DEPARTMENTS			$19.89

WALMART.COM

WALMART.COM	Municipal Court	DISCOUNT STORES	$120.63
WALMART.COM - Total For Municipal Court			*$120.63*
WALMART.COM - ALL DEPARTMENTS			$120.63

WALT DISNEY W DOLPHI

WALT DISNEY W DOLPHI	Public Safety Communication	SHERATON	$387.00
WALT DISNEY W DOLPHI - Total For Public Safety Communications			*$387.00*
WALT DISNEY W DOLPHI - ALL DEPARTMENTS			$387.00

WEST PLAINS ENGINEER

WEST PLAINS ENGINEER	Capital - One Cent 17	Rec Center Rooftop Unit Replac	$1,280.00
WEST PLAINS ENGINEER - Total For Capital - One Cent 17			*$1,280.00*
WEST PLAINS ENGINEER	WWTP Operations	WWTP 2025 HVAC Improvements De	$1,800.00
WEST PLAINS ENGINEER - Total For WWTP Operations			*$1,800.00*
WEST PLAINS ENGINEER - ALL DEPARTMENTS			$3,080.00

WEST PUBLISHING CORP

WEST PUBLISHING CORP	City Attorney	Library Plan Charges	$150.56

WEST PUBLISHING CORP	City Attorney	Online/Software Subscription Charges	$1,030.00
WEST PUBLISHING CORP - Total For City Attorney			*$1,180.56*
WEST PUBLISHING CORP - ALL DEPARTMENTS			$1,180.56

WESTERN WATER CONSUL

WESTERN WATER CONSUL	Capital Projects Fund	Shining the Light on Safety	$1,735.50
WESTERN WATER CONSUL - Total For Capital Projects Fund			*$1,735.50*
WESTERN WATER CONSUL - ALL DEPARTMENTS			$1,735.50

WESTLAND PARK-RED BU

WESTLAND PARK-RED BU	Sewer Fund	Retail Sewer Revenue/201 Sewer Billing/Ad	$3,940.00
WESTLAND PARK-RED BU	Sewer Fund	Retail Sewer Revenue/201 Sewer Billing/Ad	($394.00)
WESTLAND PARK-RED BU - Total For Sewer Fund			*$3,546.00*
WESTLAND PARK-RED BU	WWTP Revenue and Transfer	Retail Sewer Revenue/201 Sewer Billing/Ad	($1,974.42)
WESTLAND PARK-RED BU - Total For WWTP Revenue and Transfers			*($1,974.42)*
WESTLAND PARK-RED BU - ALL DEPARTMENTS			$1,571.58

WH LLC

WH LLC	Risk Management	Parks Pedestrian Bridge Repair	$1,945.00
WH LLC - Total For Risk Management			*$1,945.00*
WH LLC - ALL DEPARTMENTS			$1,945.00

WILLIAMS, PORTER, DA

WILLIAMS, PORTER, DA	WWTP Operations	Legal Services - 201 Mgmt Oversight Commit	$647.50
WILLIAMS, PORTER, DA - Total For WWTP Operations			*$647.50*
WILLIAMS, PORTER, DA - ALL DEPARTMENTS			$647.50

WIN CASPER WNE

WIN CASPER WNE	Buildings & Structures Fund	Plumbing repair supplies for Senior Center a	$105.28
WIN CASPER WNE	Buildings & Structures Fund	HVAC PM Supplies for Senior Center and BAS	$197.33
WIN CASPER WNE - Total For Buildings & Structures Fund			*$302.61*

WIN CASPER WNE - ALL DEPARTMENTS			$302.61

WLC ENGINEERING - SU

WLC ENGINEERING - SU	Capital - One Cent 17	Design & CA - Bryan-Evansville	$8,620.19
WLC ENGINEERING - SU	Capital - One Cent 17	Consultant: Westridge Addition	$46,693.63
WLC ENGINEERING - SU - Total For Capital - One Cent 17			*$55,313.82*
WLC ENGINEERING - SU	Engineering	Surveying Services	$362.50
WLC ENGINEERING - SU - Total For Engineering			*$362.50*
WLC ENGINEERING - SU - ALL DEPARTMENTS			$55,676.32

WM SUPERCENTER

WM SUPERCENTER	Fire-EMS Operations	Fuel additive for UTV	$5.94
WM SUPERCENTER - Total For Fire-EMS Operations			*$5.94*
WM SUPERCENTER	Hogadon - Operations	Office supplies and safety	$123.89
WM SUPERCENTER	Hogadon - Operations	Office supplies and safety	$8.97
WM SUPERCENTER - Total For Hogadon - Operations			*$132.86*
WM SUPERCENTER	Metro Animal Shelter	GROCERY STORES, SUPERMARKETS, event su	$14.92
WM SUPERCENTER - Total For Metro Animal Shelter			*$14.92*
WM SUPERCENTER	Rec Center - Operations	Cleaning supplies	$23.17
WM SUPERCENTER - Total For Rec Center - Operations			*$23.17*
WM SUPERCENTER	Softball	2026 Adult Softball Supplies	$41.33
WM SUPERCENTER	Softball	2026 Stars & Strikes Tournament Supplies #3	$30.75
WM SUPERCENTER - Total For Softball			*$72.08*
WM SUPERCENTER	Water Distribution	DONUTS- TRENCHING & SHORING TRAINING	$27.88
WM SUPERCENTER - Total For Water Distribution			*$27.88*
WM SUPERCENTER - ALL DEPARTMENTS			$276.85

WSP USA INC

WSP USA INC	River Restoration	NPRR - Environmental Review an	$17,810.25
WSP USA INC - Total For River Restoration			*$17,810.25*
WSP USA INC - ALL DEPARTMENTS			$17,810.25

WWW.PEDENSINC.COM

WWW.PEDENSINC.COM	Community Development	MEN'S AND WOMEN'S CLOTHING STORES	$318.00
WWW.PEDENSINC.COM - Total For Community Development			*$318.00*
WWW.PEDENSINC.COM - ALL DEPARTMENTS			$318.00

WY. ASSOC. OF RISK M

WY. ASSOC. OF RISK M	Property Insurance Fund	Crime Coverage for 7/01/2026 - 7/01/2027	$3,473.90
WY. ASSOC. OF RISK M	Property Insurance Fund	Level 4 Cyber Coverage for 7/01/2026 - 7/01	$38,857.50
WY. ASSOC. OF RISK M	Property Insurance Fund	Liability Assessment for 7/01/2026 - 7/01/20	$779,729.58
WY. ASSOC. OF RISK M	Property Insurance Fund	Property Assessment for 7/01/2026 - 7/01/2	$1,035,280.76
WY. ASSOC. OF RISK M - Total For Property Insurance Fund			*$1,857,341.74*
WY. ASSOC. OF RISK M - ALL DEPARTMENTS			$1,857,341.74

WY. DEPT. OF TRANSPO

WY. DEPT. OF TRANSPO	Capital Projects Fund	WYDOT I25 Phase II McKinley to	$364.18
WY. DEPT. OF TRANSPO - Total For Capital Projects Fund			*$364.18*
WY. DEPT. OF TRANSPO	Sewer Wastewater Collection	WYDOT I25 Phase II McKinley to	$6,382.50
WY. DEPT. OF TRANSPO - Total For Sewer Wastewater Collection			*$6,382.50*
WY. DEPT. OF TRANSPO - ALL DEPARTMENTS			$6,746.68

WY. MACHINERY CO.

WY. MACHINERY CO.	Balefill - Disposal & Landfill	Equipment Repair UNIT#141403 SERVICE C	$462.82
WY. MACHINERY CO. - Total For Balefill - Disposal & Landfill			*$462.82*
WY. MACHINERY CO.	Fleet Maintenance Fund	141498 Equipment Repair	$9,015.97
WY. MACHINERY CO. - Total For Fleet Maintenance Fund			*$9,015.97*
WY. MACHINERY CO. - ALL DEPARTMENTS			$9,478.79

WYOMING BEARING & SU

WYOMING BEARING & SU	Regional Water Operations	Hose fittings for poly pump	$43.11
WYOMING BEARING & SU - Total For Regional Water Operations			*$43.11*
WYOMING BEARING & SU	Water Distribution	WYOMING BEARING & SUPPLY	$61.90
WYOMING BEARING & SU - Total For Water Distribution			*$61.90*
WYOMING BEARING & SU - ALL DEPARTMENTS			$105.01

WYOMING BUILDING SUP

WYOMING BUILDING SUP	Balefill - Disposal & Landfill	Cabinetry for breakroom remodel at ldf equi	$1,728.00
WYOMING BUILDING SUP - Total For Balefill - Disposal & Landfill			*$1,728.00*
WYOMING BUILDING SUP - ALL DEPARTMENTS			$1,728.00

WYOMING GUN COMPANY

WYOMING GUN COMPANY	Police Administration	Range supplies	$21.98
WYOMING GUN COMPANY - Total For Police Administration			*$21.98*
WYOMING GUN COMPANY - ALL DEPARTMENTS			$21.98

WYOMING PLANT COMPAN

WYOMING PLANT COMPAN	Cemetery	Tree purchase with tax, then refunded	($567.00)
WYOMING PLANT COMPAN	Cemetery	Tree Purchased with tax, then refunded	$567.00
WYOMING PLANT COMPAN - Total For Cemetery			*$0.00*
WYOMING PLANT COMPAN	Parks - Urban Forestry	Replacement tree	$270.00
WYOMING PLANT COMPAN	Parks - Urban Forestry	Tree replacement	$270.00
WYOMING PLANT COMPAN - Total For Parks - Urban Forestry			*$540.00*
WYOMING PLANT COMPAN - ALL DEPARTMENTS			$540.00

WYOMING SAFETY INC

WYOMING SAFETY INC	Sewer Wastewater Collection	WORK SHIRTS A WALLACE	$106.07
WYOMING SAFETY INC - Total For Sewer Wastewater Collection			*$106.07*
WYOMING SAFETY INC	Water Distribution	SAFETY GLASSES	$31.66
WYOMING SAFETY INC - Total For Water Distribution			*$31.66*
WYOMING SAFETY INC - ALL DEPARTMENTS			$137.73

WYOMING STEEL & RECY

WYOMING STEEL & RECY	Balefill - Diversion & Special	Freon Removal JUNE 2026	$2,730.00
WYOMING STEEL & RECY - Total For Balefill - Diversion & Special			*$2,730.00*
WYOMING STEEL & RECY - ALL DEPARTMENTS			$2,730.00

WYOMING STEEL RECYCL

WYOMING STEEL RECYCL	Fire-EMS Training	steel for training facility. -training	$270.20
WYOMING STEEL RECYCL - Total For Fire-EMS Training			*$270.20*
WYOMING STEEL RECYCL - ALL DEPARTMENTS			$270.20

ZOLL MEDICAL CORPORA

ZOLL MEDICAL CORPORA	Fire-EMS Operations	Pedi-Padz Electrodes	$98.82
ZOLL MEDICAL CORPORA - Total For Fire-EMS Operations			*$98.82*
ZOLL MEDICAL CORPORA - ALL DEPARTMENTS			$98.82

CITYWIDE BILLS AND CLAIMS TOTAL $8,051,574.24

I certify, under penalty of perjury, that this listing of vouchers and the items included therein for payment are correct and just in every respect.

SUBMITTED BY (Finance Dir) _____ DATE _____

DULY AUDITED BY (City Manager) _____ DATE _____

APPROVED BY (Mayor) _____ DATE _____

CITY of CASPER, WYOMING
BILLS and CLAIMS ADDENDUM
Council Meeting
07/21/26

07/02/26	**Prewrits - Travel Reimbursements & AP Vendor**		
	Sarah Boyle - Travel Reimbursement		280.00
	Jennifer Carpenter Dockendorf - Travel Reimbursement		192.85
	Ethan Yonker - Travel Reimbursement		352.96
	Candice Ford - Travel Reimbursement		170.00
	Jamie Jayne - Travel Reimbursement		170.00
	State of Wyo Dept of Family Srvcs - Background Checks		20.00
			1,185.81
07/09/26	**Prewrits - Travel Reimbursements, Sales Tax & AP Vendor**		
	Jill Johnson - Travel Reimbursement		3,032.58
	Richard G Brown, Jr - Travel Reimbursement		259.00
	State of Wyo - Dept. of Revenue - Sales Tax		3,185.02
	State of Wyo Dept of Family Srvcs - Fingerprint Card		39.00
			6,515.60
		Total Additional AP	**$ 7,701.41**

Payroll

07/02/26	**City Payroll**		
	Salary & Wages		1,088,831.32
	Other Employee Liabilities		4,216.28
	Internal Revenue Service		280,296.53
	NCPERS Group		208.00
	Wyoming Retirement System		275,624.91
	State of Wyoming Workers Comp		27,146.36
	State of Wyoming Employee Benefits Insurance		416,088.63
	ICMA Retirement		24,600.17
	Lincoln National Life Insurance		13,595.29
	Orchard Trust Retirement		2,570.00
	Reliastar Life Insurance-Accident/Voya		2,410.14
	Pre-Paid Legal Services		423.48
			2,136,011.11
07/09/26	**Fire Payroll**		
	Salary & Wages		157,481.64
	Other Employee Liabilities		350.00
	Internal Revenue Service		25,065.42
	NCPERS Group		24.00
	Wyoming Retirement System		61,366.18
	State of Wyoming Workers Comp		4,228.89
	State of Wyoming Employee Benefits Insurance		68,458.91
	ICMA Retirement		7,300.00
	Lincoln National Life Insurance		284.31
	Orchard Trust Retirement		10,792.37
	Reliastar Life Insurance-Accident/Voya		245.50
	Pre-Paid Legal Services		28.43
			335,625.65
		Total Payroll	**$ 2,471,636.76**
		Addendum Total	**$ 2,479,338.17**

CITY of CASPER, WYOMING
CONFLICT CLAIMS
Council Meeting
07/21/26

Conflict Claims

07/02/26	Matt Larson	Travel Reimbursement	$	211.70
	Michael McIntosh	Travel Reimbursement	$	240.02
		Claims Total	$	451.72

July 2, 2026

MEMO TO: Janine Jordan, City Manager

FROM: Fleur Tremel, Chief of Staff
Amanda Ainsworth, City Clerk
Carla Mills-Laatsch, Licensing Specialist

SUBJECT: Establishing Public Hearing for the Proposed Amendments to the Liquor License Code Sections 5.08.140 and 5.08.260.

Meeting Type & Date
Regular Council Meeting
July 21, 2026

Action Type
Establish Public Hearing – Minute Action

Recommendation
That Council, by minute action, establish August 4, 2026, as the public hearing and first reading for an ordinance amending Chapter 5.08.140 and 5.08.260 of the Casper Municipal Code.

Summary
Casper City Council asked staff to evaluate updating Municipal Code Section 5.08.140(B) to mirror Wyoming Statute 12-4-502(b). This alignment will allow resort liquor licenses to apply for catering permits. Staff also recommends removing Section H from Municipal Code Section 5.08.260 to align with Wyoming Statute 12-5-301. This will allow any Retail Liquor License holders to operate drive-through windows for package sales.

City Council will hear the changes in detail at the July 28, 2026 Work Session.

If Council approves the changes, staff will prepare the ordinance to incorporate the amendments. The amended ordinance will require a public hearing and three readings prior to adoption.

Financial Considerations
None

Council Adopted Goals
☐ Infrastructure
☒ Fiscal Stability
☒ Communication & Public Education

Oversight/Project Responsibility
Carla Mills-Laatsch, Licensing Specialist

Attachments
None

July 14, 2026

MEMO TO: Janine Jordan, City Manager

FROM: Liz Becher, Community Development Director

SUBJECT: Minute Action establishing August 4, 2026 as the date of public hearing for consideration of a resolution approving the Downtown Hotel Urban Renewal Project

Meeting Type & Date:
Regular Council meeting, July 21, 2026

Action Type:
Minute Action

Recommendation:
That Council, by Minute Action, establish August 4, 2026 as the date of public hearing for consideration of a resolution approving the Downtown Hotel Urban Renewal Project.

Summary:
After City Council approval of the Spring 2026 Blight Study, a developer has brought forward an Urban Renewal Plan for review and consideration. The proposed Urban Renewal Plan is being considered as a companion item at the July 21, 2026 meeting. The next step in the Urban Renewal process, after the approval of the Plan, is for the Council to consider the Downtown Hotel Urban Renewal Project at a public hearing.

The proposed Urban Renewal Project is a separate action from the Plan approval. The Plan established the Urban Renewal Area, identified authorized Urban Renewal activities, documented compliance with the Wyoming Urban Renewal Code, and contained the findings required for Plan approval. The purpose of the current action is not to reconsider the existence of blight, the appropriateness of the Urban Renewal Area, or the statutory findings separately made during the Plan adoption. Rather, the City Council is being asked to determine whether the specific project proposed for assistance is consistent with the adopted Urban Renewal Plan and whether the public participation advances the purposes and objectives identified therein.

In evaluating the Urban Renewal Project, Council should generally consider the following:

- Whether the project is located within the approval Urban Renewal Area;
- Whether the activities proposed for assistance are among the activities authorized by the adopted Urban Renewal Plan;
- Whether the project advances the redevelopment, rehabilitation, economic development, infrastructure, or public improvement objectives identified in the Plan;
- Whether the proposed use of Urban Renewal tools serves a public purpose and is consistent with applicable Wyoming law, City policy, and any development agreement that may be presented for consideration.

- Whether the proposed project furthers the redevelopment objectives that formed the basis for adopting the Urban Renewal Plan.

Accordingly, the Council's focus at the project approval stage should be directed toward the merits of the specific project, the public benefits to be achieved, the nature and extent of any public participation, and the consistency of the project with the adopted Urban Renewal Plan, rather than revisiting the findings and determinations previously made during Plan adoption. The approval of the Urban Renewal Project does not amend or expand the Urban Renewal Plan; rather it implements the Plan through a specific redevelopment project.

Financial Considerations:
Not Applicable

Council Adopted Goals:
Infrastructure – Adoption of the Urban Renewal Project will allow for the redevelopment of a blighted area.

Oversight/Project Responsibility:
Community Development Department (Planning Division).

Attachments:
Location Map

Map of Urban Renewal Boundaries

July 8, 2026

MEMO TO: Janine Jordan, City Manager

FROM: Liz Becher, Community Development Director
Craig Collins, AICP, City Planner

SUBJECT: Consideration of an ordinance annexing and zoning, as M-2 (General Industrial), 4.2-acres, more or less, located at 2585 and 2595 Bryan-Evansville Road.

Meeting Type & Date:
Regular Council meeting, July 21, 2026

Action Type:
Ordinance and Public Hearing

Recommendation:
That Council, by ordinance approve an ordinance annexing and zoning, as M-2 (General Industrial), 4.2-acres, more or less, located at 2585 and 2595 Bryan-Evansville Road.

Summary:
This request is for annexation of approximately 4.2 acres (two parcels of approximately 2.0 acres each) identified as Bryan-Stanko Lot 7 PT Commercial. The property is contiguous with the City limits along its western boundary. The applicant is requesting annexation in order to connect to City water and sewer services concurrent with improvements to Bryan-Evansville Road currently underway. The applicant has also requested M-2 (General Industrial) zoning upon annexation. The surrounding area is industrial in character, with City-zoned industrial properties to the south and west and unincorporated County properties to the north and east.

Annexation Analysis (W.S. 15-1-402):

Health, Safety, and Welfare

- The proposed annexation will allow the property to connect to municipal water and sewer services, replacing or supplementing existing on-site systems and improving overall sanitation and fire protection capabilities. This supports the health, safety, and welfare of the property and surrounding area.

Urban Development/Integration

- The subject property is adjacent to existing City limits and is located within an area that is already industrial in character. The property functions as part of the broader Casper urban area.

Logical and Feasible Extension of Services

- The property is located along Bryan-Evansville Road, which is currently being improved by the City. Municipal Services are available in the vicinity and can reasonably be extended to serve the site.

Contiguity

- The property is contiguous with the Casper city limits along its western boundary and meets statutory eligibility requirements.

Zoning Analysis:

The requested M-2 (General Industrial) zoning district is consistent with the surrounding area, which is developed with industrial uses. The district allows for a range of industrial and commercial activities consistent with the existing land use pattern. The request is therefore consistent with the Comprehensive Plan and will not introduce incompatible uses.

PLANNING AND ZONING COMMISSION ACTION:

The Planning and Zoning Commission approved both the annexation and zoning requests unanimously at their June 11, 2026 meeting. There were no recommended conditions, and no public comments.

Financial Considerations:
None.

Council Adopted Goals:
Infrastructure – the annexation will allow for the extension of public utilities to an area of the Community that is developed but not currently served.

Oversight/Project Responsibility:
The Community Development Department (Planning Division) is responsible for processing annexations and zoning requests.

Attachments:
Location Map
Zoning Map
Ordinance

Proposed Annexation - Till Enterprises, LLC - Bryan-Stanko Lot 7 PT Commercial

Vicinity Map (Zoning) - Till Annexation

BRYAN-STANKO LOT 7 PT COMMERCIAL
ANNEXATION AGREEMENT
(2585 & 2595 Bryan Evansville Road)

This Annexation Agreement ("Agreement") is made and entered into this ____ day of _____, 20_____, by and between the following parties:

1. The City of Casper of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 ("City").

2. Till Enterprises, LLC, 1468 N Buck Creek Rd., Casper, Wyoming 82604 ("Owner").

Throughout this Agreement, City and Owner may be individually referred to as a "party" or collectively referred to as the "parties."

RECITALS

A. Whenever the Public Services Director, City Engineer, Community Development Director, or other City official is mentioned in this Agreement, it shall be deemed to include their designees.

B. Owner has applied for annexation of approximately 4.2-acres, more or less, described as Bryan-Stanko Lot 7 PT Commercial, located at 2585 and 2595 Bryan-Evansville Road.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties hereto agree as follows:

SECTION 1 – INCORPORATION OF RECITALS

The recitals set forth above are incorporated at this point as if fully set forth as part of this Agreement.

SECTION 2 - OBLIGATIONS OF OWNER

Upon written demand of the Council or the City Manager, the Owner, its heirs, successors, grantees or assigns, at their sole cost and expense, shall do, or cause to be done, the following:

2.1 Surveying:

a. All subdivision corners shall be marked with 3¼ brass caps. These caps shall show the name of the surveyor or company making the survey, and the license number of the surveyor making the survey or certifying the survey. All PLSS corners shall be properly marked for identification as to the location in accordance with Wyoming Statutes and Rules and

Regulations of the Wyoming Board of Registration for Professional Engineers and Professional Land Surveyors, shall be referenced if subject to destruction, and again shall show the proper identification and license of the certifying surveyor. A corner record shall be recorded as per Wyoming Statutes and Rules and Regulations of the Wyoming Board of Registration for Professional Engineers and Professional Land Surveyors. A copy will be provided to the City upon recordation.

b. Block and Lot corners, points of tangency (PT's) and points of curve (PC's) of all curves shall be marked by an iron pin not less than five-eighths (5/8) inches in diameter and not less than twenty-four (24) inches in length, with a brass or aluminum cap not less than 1 and one-half (1½) inches in diameter securely fastened to the top, unless otherwise impractical. These monuments will be set prior to the recording of the plat in the Office of the County Clerk unless approved by the City Surveyor.

c. Said corners shall be in place for final inspection by the Public Services Director upon completion of the sidewalk (curbwalk), or curb and gutter.

d. A digital copy of the Final Subdivision Plat shall be provided to the City, as required by the Casper Municipal Code ("Code"). No building permit shall be issued prior to the recording of the plat.

2.2 Construction Sequence:

Main water lines, sewer lines, storm sewer, streets, sidewalks, pavement overlays, and access drives shall be constructed in an orderly sequence, as the Addition is developed and built upon, so that there will be no gaps left in the paving, sidewalks, and other off-site improvements. Streets shall not be paved until all water lines, storm sewers, and property water and sewer services are in place and the ditches thereof properly backfilled and compacted, in accordance with City requirements. The Owner shall receive the approval of the Public Services Director prior to commencing any and all phases of construction.

2.3 Certification of Construction; Repair Obligations:

a. All improvements shall be designed and inspected by a Wyoming registered professional engineer, who shall certify that the improvements, including, but not limited to, streets, curbs, gutter, sidewalks, paving, parkways, utility systems, storm sewers, street lighting, street signs and striping, etc., have been constructed in accordance with plans and specifications approved by the Public Services Director. The certification by the engineer and approval by the City shall be in writing. Approval of the construction plans by the Public Services Director is required before a building permit will be issued by the City.

b. The Owner shall maintain, repair, and replace all improvements that fall within the warranty period as provided by the Code. This obligation includes maintenance, repair or replacement for any cause during such period, including acts of subcontractors. In the event the Owner fails to maintain, repair, or replace said improvements, the City shall have the right but not the obligation, at its option, to maintain, repair, or replace the same and Owner agrees to pay for any cost incurred thereby. Maintenance, repair, or replacement by the City does not relieve the Owner from its obligation under this paragraph and shall not be construed to be an acceptance of the improvements by the City.

c. Upon issuance of a "letter of acceptance" by the Public Services Director pursuant to the Code, the City will assume ownership and the responsibility for the maintenance of the improvements. The Owner shall be responsible for the maintenance, repair and replacement of the improvements until the City issues its "letter of acceptance."

2.4 Underground Utilities and Street Lights:

All new utilities shall be located underground. All street lights shall be installed in compliance with Code street-lighting standards at the Owner's sole expense. Streetlight pole materials shall be as approved in writing by the Public Services Director.

2.5 Soils Analysis:

The Owner shall provide the Public Services Director with a soils analysis concurrently with the submittal of subdivision construction plans. Individual lot test bores may be required on each lot, with a soil analysis for the foundation design at the sole discretion of the Public Services Director. Test results, soil analyses and foundation designs shall be submitted to the Community Development Director.

2.6 Erosion Control Program:

a. The Owner shall submit, and have approved by the Public Services Director, a comprehensive erosion control program for the area disturbed during construction activities to mitigate the adverse effects of blowing dirt or dust, and water erosion on other properties in the immediate area before the issuance of an earthwork, road cut or grading permit pursuant to the Code. An erosion and sediment control permit shall be obtained from the Public Services Director prior to any earthwork taking place in the Addition.

b. The Owner shall post security for its erosion control as required by the Code, and in a form acceptable to the City. It shall be the obligation of the Owner to keep any security in full force and effect, as required by the Code.

In addition, the Owner shall furnish proof of the same to the Public Services Director upon demand of the City.

2.7 Retaining Walls and Fences:

Any retaining walls constructed within the subdivision by the Owner shall be designed and certified by a Wyoming registered professional engineer. The design(s) shall be submitted to the Public Services Director and Community Development Director for written approval before a building permit will be issued. Said walls shall be constructed within the boundaries of each lot and not on the property lines. Maintenance of said walls shall be the responsibility of each individual lot owner. Provided, however, retaining walls and fences shall not be constructed on any drainage easements, or on any other ways depicted on any other recorded instrument without the approval of the Public Services Director.

2.8 Water and Sewer:

All water and sewer improvements shall be constructed in full compliance with the Code as it exists at the time of construction, including, but not limited to the following requirements:

a. Curb boxes shall be left behind the sidewalk in front of each lot and the Owner shall protect, during the subsequent course of developing the Addition, valve boxes and curb boxes from damage, and be wholly responsible for the repair and replacement to the Public Services Director's satisfaction of such that are damaged or destroyed. If the Owner shall fail or refuse to promptly repair or replace such boxes as required, the City may do so and charge the Owner directly for said cost. The Owner shall adjust said valve and curb boxes to finished grade, at the time the paving work is completed in the Addition.

b. The Owner shall construct the necessary water lines and appurtenances up to and through the Addition. All work shall be in accordance with plans and specifications to be prepared by the Owner's engineer and approved in writing by the Public Services Director. Water line sizes shall be as determined by the Public Services Director.

c. The Owner, at its cost, shall install water service lines in accordance with Code specifications to the property line so as to serve each lot or building site in the Addition.

d. The Owner shall construct the necessary sewer lines up to and through the Addition. All work shall be in accordance with plans and specifications to be prepared by the Owner's engineer and approved in writing by the Public Services Director. Sewer sizes shall be as determined by the Public Services Director.

e. The Owner, at its own cost, shall install sewer service lines, in accordance with Code specifications, to the property line so as to serve each lot or building site in the Addition.

f. The Owner shall protect manhole covers and rings from damage in the course of constructing the line, and shall be solely responsible for repair or replacement to the Public Services Director's satisfaction. The Owner shall adjust such manhole rings and covers to finished grade. The Owner agrees to protect and save the City harmless from any loss or claim suffered by other sewer users to their real or personal property, and from personal injury or damages by reason of obstruction or damage to the sewer lines or any part thereof occasioned by present or future construction work on said Addition by the Owner. Said obligation shall continue until the sewer line and the system within the Addition is accepted by the Public Services Director by issuance of a "letter of acceptance." Provided, however, that acceptance of part of the system shall not relieve the Owner of the obligations herein imposed for the remaining improvements that have not been accepted within said Addition.

g. Prior to the issuance of a building permit for any new structure, or prior to the issuance of a plumbing permit to connect existing buildings to the water and sewer systems, the then-existing water system investment charge (connection charge), sewer system investment charge (connection charge) and water meter charge shall be paid to the City. The Owner will also pay to the Central Wyoming Regional Water System Joint Powers Board the then current Regional Water System investment charge for each building to be served with water.

h. All necessary water and sewer easements, in forms acceptable to the City, up to and through the subdivision shall be obtained by the Owner, which grant to the City the right of ingress and egress thereto for purposes of laying out, constructing, inspecting, maintaining and replacing water lines, sewer lines, its fire hydrants and other appurtenances.

i. The Owner agrees to abide by all federal, state and local laws, rules and regulations regarding the use of its water and sewer facilities, and water and sewer service, including, but not limited to, the Federal Pretreatment Regulations and all the Code sections relating to industrial pretreatment.

j. At such time as said water and/or sewer mains are installed by the Owner and a "letter of acceptance" is issued by the Public Services Director, the City shall pursuant to the Code, reimburse the Owner twice the difference in material cost between an eight (8) inch water and/or sewer main, or larger size if required by the development, and the required oversized main pursuant to the Code, as amended. Such reimbursement will be determined by the City based upon its most recent applicable material costs at the time of the Agreement execution. Reimbursement will only be based

on oversizing of water and sewer mains larger than the size required by system analysis and approved by the Public Services Director.

2.9 Easements for all Utilities, Bikeways and Pedestrian Pathways:

Easements for all utilities and future bikeway/pedestrian pathways and access, in recordable forms acceptable to the City, must be provided prior to application for a permit to construct being made to the City. Mid-block pedestrian ways are required under Casper Municipal Code Section 16.16.020(B) for blocks over five hundred feet (500') in length. Those shall be maintained in good repair for use by the public by the property owners located immediately adjacent thereto. The immediately adjacent property owners are responsible for all costs and expenses thereof.

2.10 Street and Traffic Signs and Controls:

Owner shall pay for the cost and installation of all necessary on and off-site street and traffic control signage, signs signifying the street names, street striping, crosswalk striping, and traffic calming devices, as determined by the Public Services Director in his sole discretion.

2.11 Security Requirements:

In addition to and separate from the security required for erosion control, Owner shall comply with all Code requirements for all other security and surety requirements as set forth in the Code, including, but not limited to the financial surety and security for the project, landscaping and warranty period.

2.12 Record Drawings:

a. Owner shall submit "as-built" record documents for paving, drainage, water and sewer to the City prior to the issuance of the certificate of occupancy. Reproducible hard copy drawings shall be in the form of one (1) set of 4 mil Mylar, 24" x 36" labeled as "Record Drawings" and dated. Record Drawings shall also be provided on electronic media in Adobe (pdf) format and in AutoCAD format or other format specified by Owner. Record documents shall be submitted on CDs, or other media as directed by Owner, labeled as "Record Drawings" and include the project name, City of Casper project number and date.

b. All digital files necessary for correct plotting of the final record drawings in the AutoCAD version, such as external references, pen assignments, images, etc. shall be provided. Any x-refs or other files that can be, shall be incorporated into the final drawings to minimize the manipulation necessary for plotting.

2.13 Completion of Infrastructure Improvements Prior to Certificate of Occupancy:

All required on-site and off-site improvements shall be completed and approved by the Public Services Director prior to the issuance of the first certificate of occupancy unless otherwise designated in this Agreement.

2.14 Other Costs in Separate Agreements:

If any recapture costs, costs for a drainage basin or sub-basin wide stormwater management program are applicable to this Subdivision, those costs shall be allocated in a separate exhibit attached to this Agreement. Failure of any such exhibit to be attached to this Agreement shall not relieve the Owner of its obligation to pay its proportionate share of those costs.

2.15 Stormwater, Flooding and Letters of Map Revisions:

a. Owner shall comply with and pay for all costs associated with any Stormwater Pollution Prevention Plan, Letter of Map Revision (LOMR), or other related requirements of Wyoming DEQ, Federal Emergency Management Agency (FEMA) or any other agency that has jurisdiction over the real property in impacted by this Agreement.

b. Owner shall provide the City with copies of all Stormwater Pollution Prevention Plan elements as reviewed and approved by Wyoming DEQ; any LOMR, along with the necessary submittals to update flood mapping in accordance with FEMA requirements, and documentation of Base Flood Elevations.

c. All requirements of this section shall be met prior to issuance of a permit to construct subdivision improvements.

SECTION 3 - OBLIGATIONS OF CITY

The City shall issue a building permit and certificate of occupancy for the buildings in the Addition upon performance by the Owner of the conditions set forth herein, and upon Owner's compliance with all applicable Code requirements. All building permits will be issued by the Community Development Director in accordance with the Code.

SECTION 4 - REMEDIES

In the event the Owner fails to do, or fails to cause to be done, any of the requirements set forth in this Agreement in an expeditious manner, the City may, at its option, do any or all of the following:

a. Refuse to issue any building permits or certificates of occupancy to any person, including the Owner, or its heirs, successors, assigns and grantees.

b. After written notice to the Owner of any public improvements which have not been completed or properly completed, and upon Owner's failure to cure the same within a reasonable period of time, the City may complete any and all of the public improvements required by this Agreement by itself or by contracting with a third party to do the same. In the event the City elects to complete said improvements, or contracts with a third party to do so, the Owner agrees to pay any and all costs resulting therefrom upon demand by the City.

The remedies provided in this section are in addition to any other remedies specifically provided for in this Agreement, or which the City may otherwise have at law or in equity, and are not a limitation upon the same. The Owner further agrees to pay all reasonable attorneys' fees, court costs, and litigation costs in the event the City is required to enforce the provisions of this Agreement in a court of law.

SECTION 5 – GENERAL PROVISIONS

a. Successors and Assigns: The terms and conditions of this Agreement shall be binding upon the parties hereto, and shall inure to the benefit of all parties hereto and their respective heirs, successors, assigns, and grantees and shall bind and run with the real property that is the subject matter of this Agreement. The Owner shall not assign this Agreement or otherwise sub-contract its duties and responsibilities as set forth in this Agreement without the prior written consent of the City.

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

c. Governing Law and Venue: This Agreement, its interpretation and enforcement shall be governed and construed in accordance with the laws of the State of Wyoming. Any litigation regarding this Agreement shall be resolved in a court of competent jurisdiction situated in Natrona County, Wyoming.

d. Complete Agreement: This Agreement shall constitute the entire understanding and agreement of the parties, and supersedes any prior negotiations, discussions or understandings.

e. Amendment: No amendment or modification of the terms of this Agreement shall be valid or enforceable unless made in writing and executed by all parties hereto.

f. Waiver: Failure on the part of either party to enforce any provision of this Agreement, or the waiver thereof, in any instance, shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall nevertheless be and remain in full force and effect.

g. No Third-Party Beneficiary Rights: The parties to this Agreement do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement, and shall inure solely to the benefit of the parties to this Agreement. The parties to this Agreement intend and expressly agree that only parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.

h. Severability: If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid, illegal or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement.

i. Notices: Notices required or permitted to be given by a Party to the others must be in writing and either delivered in person or sent to the address shown below (or such subsequent address as may be designated by either party in writing) by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt:

Till Enterprises, LLC
1468 N Buck Creek Rd.
Casper, Wyoming 82604

City of Casper
Attn: Community Development Director
200 North David
Casper, WY 82601
Fax: 307-235-8362

j. Headings: The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation thereof.

k. Survival: All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with this Agreement, as well as all continuing obligations indicated in this Agreement, will survive final payment, completion and acceptance of the services and termination or completion of the Agreement.

l. Copies: This Agreement may be executed in more than one copy, each copy of which shall serve as an original for all purposes, but all copies shall constitute but one and the same Agreement.

m. Authority: Each individual executing this Agreement for and on behalf of their principals hereby state that they have the requisite power and authority to enter into this Agreement and to consummate the transactions contemplated and intended hereby. Owner further states that it is authorized to transact business in the State of Wyoming, properly registered and not delinquent with the Secretary of State.

n. Term: At the time the Owner files for a permit to construct, the then applicable code provisions shall apply for the life of the permit or under an extension that is approved by the Public Services Director. If the Owner fails to file for a permit to construct at the time of platting, all applicable provisions of the Code that have changed since the execution of this Agreement shall be required of the Owner at the time of permit application, and the City at its sole discretion may require a new Subdivision Agreement and/or the replatting of property. Provided, however, Code amendments pertaining to the health and safety of the public shall be complied with by the Owner during the term of this Agreement, regardless of the validity of the permit to construct.

The parties hereby enter into this Agreement on the day and year first written above.

[Signature pages follow.]

Signature Page for the City of Casper, Wyoming

APPROVED AS TO FORM:

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Amanda Ainsworth
City Clerk

Ray Pacheco
Mayor

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this _____ day of _____, 20___, by Ray Pacheco, as the Mayor of the City of Casper.

(Seal, if any)

(Signature of notarial officer)

Title (and Rank)

My Commission Expires: _____

Signature Page for the Owner

WITNESS:

By: Lori A. Klatt

Printed Name: Lori A. Klatt

Title: Administrative Specialist

OWNER
Till Enterprises, LLC

By: Katherine Till

Printed Name: KATHERINE TILL

Title: OWNER

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this 16 day of July, 2026 by Katherine Till as the Owner of Till Enterprises, LLC.

(Seal, if any)

LORI A. KLATT
NOTARY PUBLIC
STATE OF WYOMING
COMMISSION ID: 162981
MY COMMISSION EXPIRES: 07/17/2029

Lori A. Klatt
(Signature of notarial officer)

Admin Specialist
Title (and Rank)

My Commission Expires: 7/17/29

Signature Page for the Owner

WITNESS:

By: Lori A. Klatt

Printed Name: Lori A. Klatt

Title: Admin Specialist

OWNER
Till Enterprises, LLC

By: Bru Till

Printed Name: Bru Till

Title: Owner

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this 16 day of July, 2026 by Bru Till as the Owner of Till Enterprises, LLC.

(Seal, if any)

LORI A. KLATT
NOTARY PUBLIC
STATE OF WYOMING
COMMISSION ID: 162981
MY COMMISSION EXPIRES: 07/17/2029

Lori A. Klatt
(Signature of notarial officer)

Admin Specialist
Title (and Rank)

My Commission Expires: 7/17/29

ORDINANCE NO. 08-26

AN ORDINANCE APPROVING AN ANNEXATION, ANNEXATION AGREEMENT AND ZONING FOR 4.2-ACRES, MORE OR LESS, DESCRIBED AS BRYAN-STANKO LOT 7 PT COMMERCIAL, LOCATED AT 2585 AND 2595 BRYAN-EVANSVILLE ROAD.

WHEREAS, application has been made to annex 4.2-acres, more or less, located at 2585 and 2595 Bryan Evansville Road; and,

WHEREAS, application has also been made to zone said property as M-2 (General Industrial); and,

WHEREAS, the property owner(s) will enter into a written Annexation Agreement with the City of Casper, which will be approved upon third reading of this ordinance; and,

WHEREAS, the annexation and zoning require City Council approval by ordinance, following a public hearing; and,

WHEREAS, after a public hearing, the City of Casper Planning and Zoning Commission passed a motion recommending that City Council approve the annexation and zoning requests; and,

WHEREAS, the governing body of the City of Casper finds that the above-described annexation and zoning should be approved, pursuant to the terms and conditions of the Annexation Agreement.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING:

SECTION 1:

The annexation of 4.2-acres, more or less, located at 2585 and 2595 Bryan-Evansville Road, is hereby approved, said property is included within the corporate limits of the City of Casper, and all rights, privileges, and duties pertaining to such inclusion shall apply to said development and the inhabitants thereof.

SECTION 2:

That the Annexation Agreement is hereby approved, and the Mayor is hereby authorized and directed to execute, and the City Clerk to attest said document.

SECTION 3:

That the zoning of the annexed property as M-2 (General Industrial) is hereby approved.

SECTION 4:

All utility franchisees shall be furnished a copy of this ordinance, and any other information required under their Franchise Agreements, as official notice of the expansion of the City limits.

SECTION 5:

This ordinance shall be in full force and effect from and after passage on three readings and publication pursuant to law.

PASSED on 1st reading the ____ day of _____, 20___.

PASSED on 2nd reading the ____ day of _____, 20___.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the day of _____, 20___.

APPROVED AS TO FORM:

_____

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

_____
Amanda Ainsworth
City Clerk

_____
Ray Pacheco
Mayor

July 10, 2026

MEMO TO: Janine Jordan, City Manager

FROM: Liz Becher, Community Development Director

SUBJECT: Consideration of an ordinance approving a vacation and replat creating the Robertson Road Addition No. 2, located at 3346 Chuckwagon Road, and a zone change of the proposed Robertson Road Addition No. 2 from AG (Urban Agriculture) to R-3 (One to Four Unit Residential).

Meeting Type & Date:
Regular Council meeting, July 21, 2026

Action Type:
Public hearing and first reading on an ordinance

Recommendation:
That Council, by ordinance, approve a vacation and replat creating the Robertson Road Addition No. 2, located at 3346 Chuckwagon Road, and a zone change of the proposed Robertson Road Addition No. 2 from AG (Urban Agriculture) to R-3 (One to Four Unit Residential).

Summary:
The applicant proposes a vacation and replat of Lots 1–4, Robertson Road Addition, to create sixty-six (66) residential lots on approximately 9.095 acres. The subject property is located at the northwest corner of the intersection of Robertson Road and Trevett Lane. A concurrent request seeks to rezone the property from AG (Urban Agriculture) to R-3 (One to Four Unit Residential). The proposed subdivision is intended to accommodate a mix of housing types, including predominantly, single-family dwellings (twin homes), and townhomes.

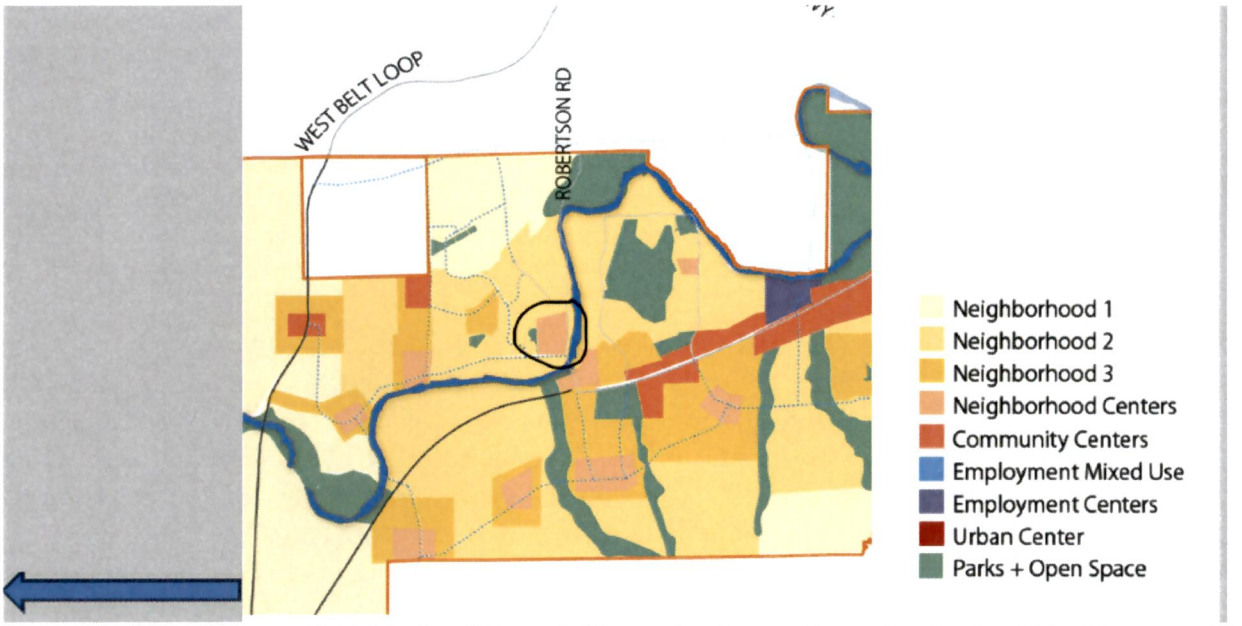
- Project Overview:
    - 9.095 acres
    - 66 residential lots
    - Lot sizes: 2,302 – 8,338 square feet
    - Zoning: AG (Urban Agriculture) → R-3 (One to Four Unit Residential)
    - Future Land Use Map: "Neighborhood Center"
    - Traffic: No measurable Level of Service (LOS) impact per Traffic Impact Analysis (TIA)

Land Use and Zoning Compatibility

Section 17.12.170 requires evaluation of zone change requests for consistency with the Comprehensive Plan and compatibility with surrounding land uses. The Generation Casper Comprehensive Plan identifies the subject area as "Neighborhood Center," which supports a mix of residential densities and housing types.

The requested R-3 (One to Four Unit Residential) zoning allows single-family, two-family, and multi-family residential development of up to four (4) units, including townhomes. The proposed development pattern aligns with this designation and provides a transition in density consistent with surrounding residential zoning districts, including R-2, R-3, and nearby Planned Unit Developments (PUD).

Based on this evaluation, the requested zoning is consistent with adopted plans and is compatible with the surrounding area.



Future Land Use Category "Neighborhood Center" (Generation Casper Comprehensive Land Use Plan – pg. 4-32)

Subdivision Design and Lot Configuration

The proposed subdivision creates sixty-six (66) residential lots of varying sizes to accommodate different housing types. Several lots are below the minimum four thousand (4,000) square foot area typically required for single-family development within the R-3 district. To address this, a recommended condition of approval will be added to the Subdivision Agreement, and a plat note restricts these lots to development types that comply with reduced area requirements. The subdivision layout provides an interconnected street network with appropriate turnaround areas.

The configuration supports neighborhood connectivity while maintaining compliance with applicable subdivision standards.

- Access and Circulation:

The plat provides access through a network of local streets connecting to Robertson Road, Trevett Lane, and Chuckwagon Road. To minimize curb cuts and maintain roadway function, certain lots with frontage on Trevett Lane are restricted from direct access and must take access from internal streets. This approach is consistent with access management objectives along busy streets and helps reduce potential conflicts.

- Infrastructure and Public Improvements:

The development will require installation of public improvements, including streets, curb and gutter, sidewalks, and utility infrastructure. Curb, gutter, and sidewalk improvements are proposed along the Trevett Lane frontage, and the developer will be responsible for completing improvements along Robertson Road consistent with adjacent segments and City standards. Infrastructure improvements will be subject to review and approval through the City's permit-to-construct process.

- Pedestrian Connectivity:

A pedestrian pathway currently exists along the Robertson Road frontage. The proposed subdivision includes pedestrian connections from internal streets to this pathway, as well as sidewalk improvements along Trevett Lane. These features support pedestrian circulation within the subdivision and connectivity to the surrounding area.

- Emergency Access and Fire Protection:

The proposed layout includes adequate turnaround areas and street design features to accommodate emergency access. The Fire Department has indicated that turnaround areas are adequate; however, no-parking fire lane signage and curb markings will be required within turnaround areas to ensure continued functionality. These details will be addressed during the permit to construct process, prior to development.

- Outstanding Items:

Several subdivision-related items will be addressed following approval and prior to issuance of a permit to construct, including:

  - Completion and approval of drainage and geotechnical studies, as required;
  - Submission and approval of water and sewer system plans demonstrating compliance with City standards;
  - Finalization of utility and pedestrian easements, including easements associated with cul-de-sacs and pathway connections.

Transportation and Access Analysis

The Traffic Impact Analysis (TIA) demonstrates that the proposed development will not adversely affect the operation of the surrounding transportation network. The study estimates approximately 492 average daily trips generated by the 66-unit development. During the weekday peak travel periods, the development is expected to generate approximately 36 trips during the morning (AM) peak hour and 39 trips during the afternoon (PM) peak hour. The TIA identifies these peak periods as occurring between 7:30 a.m. and 8:30 a.m. and 3:15 to 4:15 p.m. respectively, which correspond with typical commuter traffic and nearby school arrival and dismissal times.

The TIA evaluated existing conditions, as well as 2035 and 2050 future scenarios. The study concludes that the development does not result in a measurable change in level of service (LOS) at analyzed intersections during peak hours. All study intersections are projected to continue operating at acceptable levels of service under developed conditions.

The intersection of Robertson Road and Buckboard Road is projected to experience LOS "F" conditions for the eastbound approach in future scenarios. However, this condition occurs in both build and no-build scenarios and is therefore considered a corridor-wide issue rather than an impact attributable to the proposed development.

With respect to access, the northernmost connection to Robertson Road is located outside the preferred access window identified in the Robertson Road Corridor Study. The TIA recommends restricting this access to right-in/right-out movements to maintain arterial function and reduce conflict points. Staff supports this recommendation, and a condition will be added to the Subdivision Agreement.

Additional TIA recommendations include stop control for site access points and construction of sidewalk improvements along Trevett Lane. No additional off-site mitigation is required to offset traffic generated by the development.

CONCLUSION:

Based on the analysis provided above, the proposed vacation/replat and associated zone change appear to be consistent with the adopted Generation Casper Comprehensive Plan and are compatible with the surrounding land use pattern. The proposed subdivision layout, lot configuration, and infrastructure improvements generally meet applicable development standards, subject to conditions of approval.

The TIA indicates that the development is not expected to result in a measurable degradation of level of service at study intersections during peak travel periods and that no off-site mitigation is required to accommodate projected traffic volumes. The recommended access restrictions and improvements are intended to support safe and efficient circulation and are consistent with the objectives of the Robertson Road Corridor Study.

Several technical items, including drainage, geotechnical, and utility studies, will be addressed during the permitting process to ensure compliance with City standards. With the recommended conditions of approval, the proposal can be found to meet the applicable requirements of the Casper Municipal Code.

PLANNING AND ZONING COMMISSION ACTION:

The Planning and Zoning Commission approved both the vacation/replat and zoning requests unanimously, with recommended conditions. Two (2) letters of opposition were received prior to the meeting, and three (3) neighbors spoke in opposition to the project at the public hearing. Those who expressed opposition cited concerns with traffic and with the potential loss of their view of the mountain.

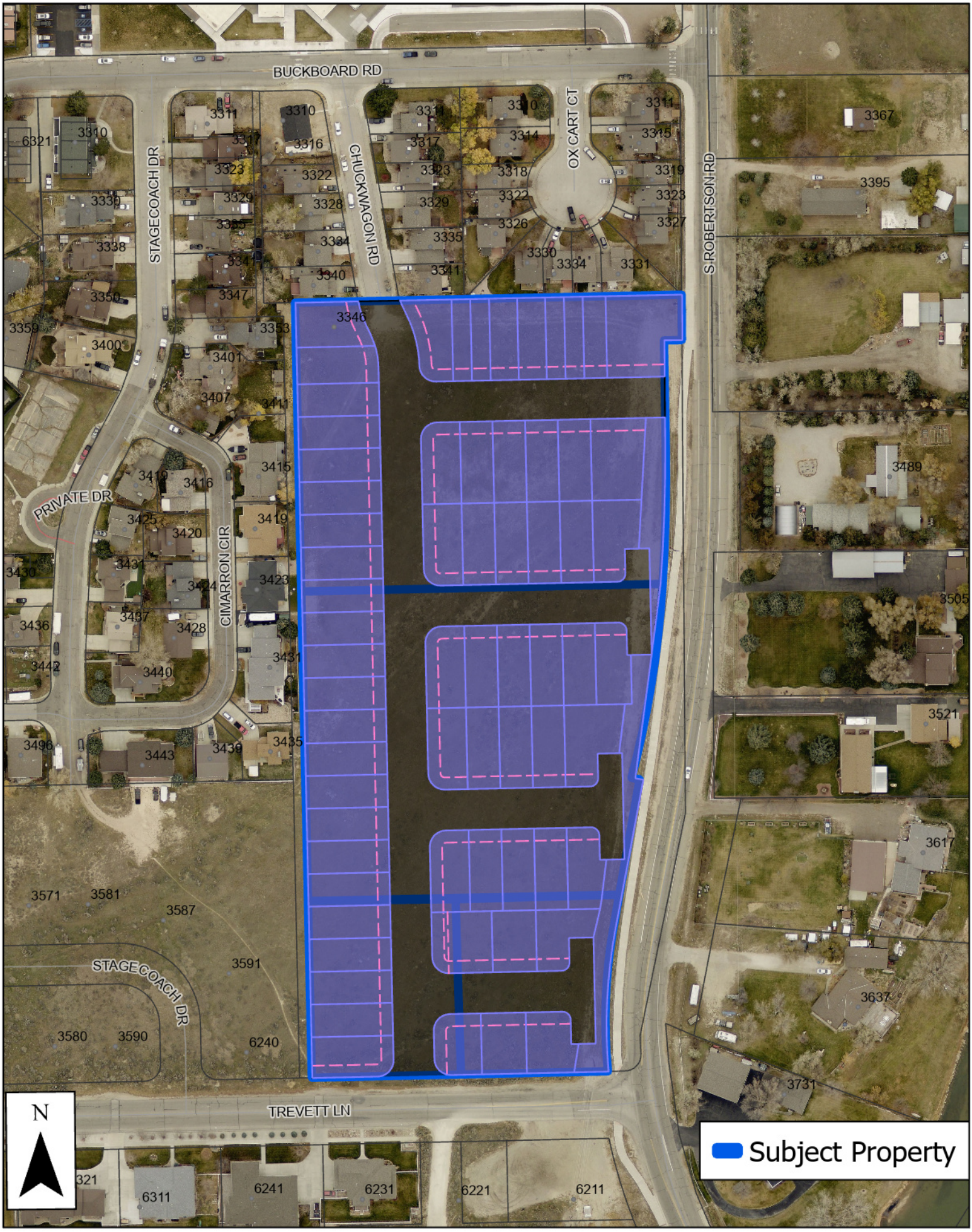
Financial Considerations:
None.

Council Adopted Goals:
Fiscal Stability – the development of sixty-six (66) residential lots will provide needed housing for the community.

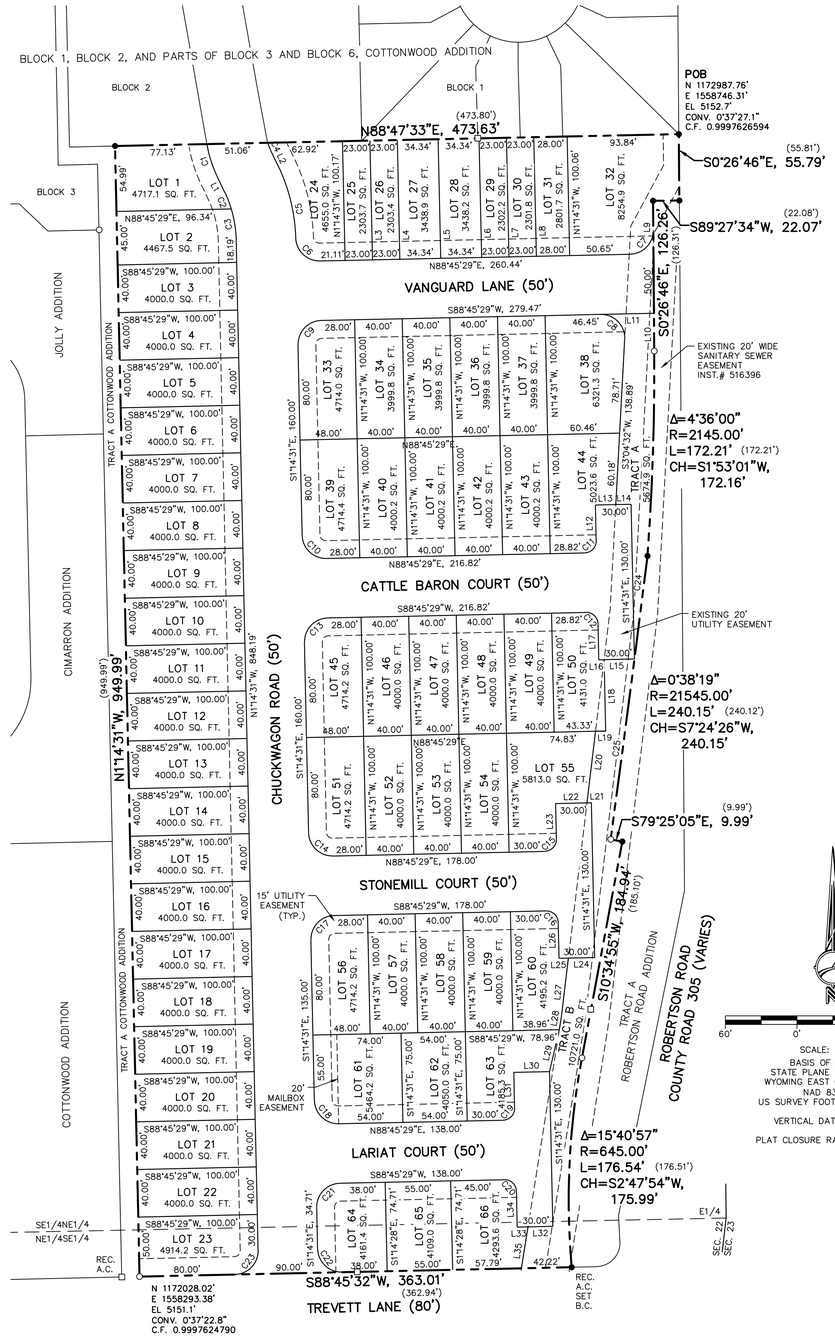
Oversight/Project Responsibility:
The Community Development Department (Planning Division) is responsible for processing vacation/replat and zoning requests.

Attachments:
Location Map
Zoning Map
Ordinance
Plat
Subdivision Agreement

Proposed Robertson Road Addition No. 2



Zoning - Vicinity of proposed Robertson Road Addition No. 2


BLOCK 1, BLOCK 2, AND PARTS OF BLOCK 3 AND BLOCK 6, COTTONWOOD ADDITION
BLOCK 2
BLOCK 1
BLOCK 3
POB
N 1172987.76'
E 1558746.31'
EL 5152.7'
CONV. 0°37'27.1"
C.F. 0.9997626594
N88°47'33"E, 473.63'
(473.80')
(55.81')
S0°26'46"E, 55.79'
S89°27'34"W, 22.07'
(22.08')
(126.31')
N88°45'29"E, 260.44'
VANGUARD LANE (50')
S88°45'29"W, 279.47'
S0°26'46"E, 126.26'
EXISTING 20' WIDE SANITARY SEWER EASEMENT INST.# 516396
Δ=4°36'00"
R=2145.00'
L=172.21' (172.21')
CH=S1°53'01"W, 172.16'
S3°04'32"W, 138.89'
N88°45'29"E, 216.82'
CATTLE BARON COURT (50')
S88°45'29"W, 216.82'
EXISTING 20' UTILITY EASEMENT
Δ=0°38'19"
R=21545.00'
L=240.15' (240.12')
CH=S7°24'26"W, 240.15'
S79°25'05"E, 9.99'
(9.99')
N88°45'29"E, 178.00'
STONEMILL COURT (50')
S88°45'29"W, 178.00'
S10°34'55"W, 184.94'
(185.10')
15' UTILITY EASEMENT (TYP.)
MAILBOX EASEMENT
N88°45'29"E, 138.00'
LARIAT COURT (50')
S88°45'29"W, 138.00'
Δ=15°40'57"
R=645.00'
L=176.54' (176.51')
CH=S2°47'54"W, 175.99'
S88°45'32"W, 363.01'
(362.94')
TREVETT LANE (80')
N 1172028.02'
E 1558293.38'
EL 5151.1'
CONV. 0°37'22.8"
C.F. 0.9997624790
REC. A.C.
REC. A.C. SET B.C.
SEC. 22 SEC. 23
E1/4
SE1/4NE1/4
NE1/4SE1/4
JOLLY ADDITION
CIMARRON ADDITION
COTTONWOOD ADDITION
TRACT A COTTONWOOD ADDITION
CHUCKWAGON ROAD (50')
TRACT A
TRACT B
ROBERTSON ROAD ADDITION
ROBERTSON ROAD COUNTY ROAD 305 (VARIES)
LOT 1 4717.1 SQ. FT.
LOT 2 4467.5 SQ. FT.
LOT 3 4000.0 SQ. FT.
LOT 4 4000.0 SQ. FT.
LOT 5 4000.0 SQ. FT.
LOT 6 4000.0 SQ. FT.
LOT 7 4000.0 SQ. FT.
LOT 8 4000.0 SQ. FT.
LOT 9 4000.0 SQ. FT.
LOT 10 4000.0 SQ. FT.
LOT 11 4000.0 SQ. FT.
LOT 12 4000.0 SQ. FT.
LOT 13 4000.0 SQ. FT.
LOT 14 4000.0 SQ. FT.
LOT 15 4000.0 SQ. FT.
LOT 16 4000.0 SQ. FT.
LOT 17 4000.0 SQ. FT.
LOT 18 4000.0 SQ. FT.
LOT 19 4000.0 SQ. FT.
LOT 20 4000.0 SQ. FT.
LOT 21 4000.0 SQ. FT.
LOT 22 4000.0 SQ. FT.
LOT 23 4914.2 SQ. FT.
LOT 24 4655.3 SQ. FT.
LOT 25 2303.7 SQ. FT.
LOT 26 2303.4 SQ. FT.
LOT 27 3438.9 SQ. FT.
LOT 28 3438.2 SQ. FT.
LOT 29 2302.2 SQ. FT.
LOT 30 2301.8 SQ. FT.
LOT 31 2801.7 SQ. FT.
LOT 32 8254.9 SQ. FT.
LOT 33 4714.0 SQ. FT.
LOT 34 3999.8 SQ. FT.
LOT 35 3999.8 SQ. FT.
LOT 36 3999.8 SQ. FT.
LOT 37 3999.8 SQ. FT.
LOT 38 6321.3 SQ. FT.
LOT 39 4714.2 SQ. FT.
LOT 40 4002.2 SQ. FT.
LOT 41 4000.2 SQ. FT.
LOT 42 4000.2 SQ. FT.
LOT 43 4000.2 SQ. FT.
LOT 44 5023.6 SQ. FT.
LOT 45 4714.2 SQ. FT.
LOT 46 4000.0 SQ. FT.
LOT 47 4000.0 SQ. FT.
LOT 48 4000.0 SQ. FT.
LOT 49 4000.0 SQ. FT.
LOT 50 4131.0 SQ. FT.
LOT 51 4714.2 SQ. FT.
LOT 52 4000.0 SQ. FT.
LOT 53 4000.0 SQ. FT.
LOT 54 4000.0 SQ. FT.
LOT 55 5813.0 SQ. FT.
LOT 56 4714.2 SQ. FT.
LOT 57 4000.0 SQ. FT.
LOT 58 4000.0 SQ. FT.
LOT 59 4000.0 SQ. FT.
LOT 60 4195.2 SQ. FT.
LOT 61 5464.2 SQ. FT.
LOT 62 4050.0 SQ. FT.
LOT 63 4185.3 SQ. FT.
LOT 64 4161.4 SQ. FT.
LOT 65 4109.0 SQ. FT.
LOT 66 4293.6 SQ. FT.
TRACT A 10272.0 SQ. FT.
TRACT B 530 SQ. FT.
N1°14'31"W, 949.99'
(949.98')
N1°14'31"W, 848.19'
S1°14'31"E, 160.00'
S1°14'31"E, 135.00'
S1°14'31"E, 34.71'
S1°14'31"E, 130.00'
S1°14'28"E, 74.71'
S1°14'31"E, 130.00'
N1°14'31"W, 100.06'
N1°14'31"W, 100.17'
N88°45'29"E, 96.34'
S88°45'29"W, 100.00'
S88°45'29"W, 79.96'
S88°45'29"W, 78.96'
S88°45'29"W, 100.00'
S88°45'29"W, 100.07'
S88°45'29"W, 100.09'
S88°45'29"W, 100.10'
S88°45'29"W, 100.12'
S88°45'29"W, 100.14'
S88°45'29"W, 100.16'
S88°45'29"W, 100.07'
S88°45'29"W, 100.09'
S88°45'29"W, 100.10'
S88°45'29"W, 100.12'
S88°45'29"W, 100.14'
S88°45'29"W, 100.16'
S88°45'29"W, 100.00

ROBERTSON ROAD ADDITION NO. 2
SUBDIVISION AGREEMENT

This Subdivision Agreement ("Agreement") is made and entered into this ____ day of _____, 2026, by and between the following parties:

1. The City of Casper of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 ("City").

2. Fairgrounds Plaza, Inc., 39 East 1st Street, Sheridan, Wyoming 82801 ("Owner").

Throughout this Agreement, City and Owner may be individually referred to as a "party" or collectively referred to as the "parties."

RECITALS

A. Whenever the Public Services Director, City Engineer, Community Development Director, or other City official is mentioned in this Agreement, it shall be deemed to include their designees.

B. Owner has applied for a vacation and replat creating the Robertson Road Addition No. 2, located at 3346 Chuckwagon Road..

C. A plat of Robertson Road Addition No. 2 ("Addition") has been prepared by the Owner, and approved by the City of Casper, and shall be signed and recorded at the Natrona County Clerk's Office concurrently with this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties hereto agree as follows:

SECTION 1 – INCORPORATION OF RECITALS

The recitals set forth above are incorporated at this point as if fully set forth as part of this Agreement.

SECTION 2 - OBLIGATIONS OF OWNER

Upon written demand of the Council or the City Manager, the Owner, its heirs, successors, grantees or assigns, at their sole cost and expense, shall do, or cause to be done, the following:

2.1 Surveying:

a. All subdivision corners shall be marked with 3¼ brass caps. These caps shall show the name of the surveyor or company making the survey, and the license number of the surveyor making the survey or certifying the survey. All PLSS corners shall be properly marked for identification as to the location in accordance with Wyoming Statutes and Rules and Regulations of the Wyoming Board of Registration for Professional Engineers and Professional Land Surveyors, shall be referenced if subject to destruction, and again shall show the proper identification and license of the certifying surveyor. A corner record shall be recorded as per Wyoming Statutes and Rules and Regulations of the Wyoming Board of Registration for Professional Engineers and Professional Land Surveyors. A copy will be provided to the City upon recordation.

b. Block and Lot corners, points of tangency (PT's) and points of curve (PC's) of all curves shall be marked by an iron pin not less than five-eighths (5/8) inches in diameter and not less than twenty-four (24) inches in length, with a brass or aluminum cap not less than 1 and one-half (1½) inches in diameter securely fastened to the top, unless otherwise impractical. These monuments will be set prior to the recording of the plat in the Office of the County Clerk unless approved by the City Surveyor.

c. Said corners shall be in place for final inspection by the Public Services Director upon completion of the sidewalk (curbwalk), or curb and gutter.

d. A digital copy of the Final Subdivision Plat shall be provided to the City, as required by the Casper Municipal Code ("Code"). No building permit shall be issued prior to the recording of the plat.

2.2 Construction Sequence:

Main water lines, sewer lines, storm sewer, streets, sidewalks, pavement overlays, and access drives shall be constructed in an orderly sequence, as the Addition is developed and built upon, so that there will be no gaps left in the paving, sidewalks, and other off-site improvements. Streets shall not be paved until all water lines, storm sewers, and property water and sewer services are in place and the ditches thereof properly backfilled and compacted, in accordance with City requirements. The Owner shall receive the approval of the Public Services Director prior to commencing any and all phases of construction.

2.3 Certification of Construction; Repair Obligations:

a. All improvements shall be designed and inspected by a Wyoming registered professional engineer, who shall certify that the improvements, including, but not limited to, streets, curbs, gutter, sidewalks, paving, parkways, utility systems, storm sewers, street lighting, street signs and striping, etc., have

been constructed in accordance with plans and specifications approved by the Public Services Director. The certification by the engineer and approval by the City shall be in writing. Approval of the construction plans by the Public Services Director is required before a building permit will be issued by the City.

b. The Owner shall maintain, repair, and replace all improvements that fall within the warranty period as provided by the Code. This obligation includes maintenance, repair or replacement for any cause during such period, including acts of subcontractors. In the event the Owner fails to maintain, repair, or replace said improvements, the City shall have the right but not the obligation, at its option, to maintain, repair, or replace the same and Owner agrees to pay for any cost incurred thereby. Maintenance, repair, or replacement by the City does not relieve the Owner from its obligation under this paragraph and shall not be construed to be an acceptance of the improvements by the City.

c. Upon issuance of a "letter of acceptance" by the Public Services Director pursuant to the Code, the City will assume ownership and the responsibility for the maintenance of the improvements. The Owner shall be responsible for the maintenance, repair and replacement of the improvements until the City issues its "letter of acceptance."

2.4 Underground Utilities and Street Lights:

All new utilities shall be located underground. All street lights shall be installed in compliance with Code street-lighting standards at the Owner's sole expense. Streetlight pole materials shall be as approved in writing by the Public Services Director.

2.5 Soils Analysis:

The Owner shall provide the Public Services Director with a soils analysis concurrently with the submittal of subdivision construction plans. Individual lot test bores may be required on each lot, with a soil analysis for the foundation design at the sole discretion of the Public Services Director. Test results, soil analyses and foundation designs shall be submitted to the Community Development Director.

2.6 Erosion Control Program:

a. The Owner shall submit, and have approved by the Public Services Director, a comprehensive erosion control program for the area disturbed during construction activities to mitigate the adverse effects of blowing dirt or dust, and water erosion on other properties in the immediate area before the issuance of an earthwork, road cut or grading permit pursuant to the

Code. An erosion and sediment control permit shall be obtained from the Public Services Director prior to any earthwork taking place in the Addition.

b. The Owner shall post security for its erosion control as required by the Code, and in a form acceptable to the City. It shall be the obligation of the Owner to keep any security in full force and effect, as required by the Code. In addition, the Owner shall furnish proof of the same to the Public Services Director upon demand of the City.

2.7 Retaining Walls and Fences:

Any retaining walls constructed within the subdivision by the Owner shall be designed and certified by a Wyoming registered professional engineer. The design(s) shall be submitted to the Public Services Director and Community Development Director for written approval before a building permit will be issued. Said walls shall be constructed within the boundaries of each lot and not on the property lines. Maintenance of said walls shall be the responsibility of each individual lot owner. Provided, however, retaining walls and fences shall not be constructed on any drainage easements, or on any other ways depicted on any other recorded instrument without the approval of the Public Services Director.

2.8 Water and Sewer:

All water and sewer improvements shall be constructed in full compliance with the Code as it exists at the time of construction, including, but not limited to the following requirements:

a. Curb boxes shall be left behind the sidewalk in front of each lot and the Owner shall protect, during the subsequent course of developing the Addition, valve boxes and curb boxes from damage, and be wholly responsible for the repair and replacement to the Public Services Director's satisfaction of such that are damaged or destroyed. If the Owner shall fail or refuse to promptly repair or replace such boxes as required, the City may do so and charge the Owner directly for said cost. The Owner shall adjust said valve and curb boxes to finished grade, at the time the paving work is completed in the Addition.

b. The Owner shall construct the necessary water lines and appurtenances up to and through the Addition. All work shall be in accordance with plans and specifications to be prepared by the Owner's engineer and approved in writing by the Public Services Director. Water line sizes shall be as determined by the Public Services Director.

c. The Owner, at its cost, shall install water service lines in accordance with Code specifications to the property line so as to serve each lot or building site in the Addition.

d. The Owner shall construct the necessary sewer lines up to and through the Addition. All work shall be in accordance with plans and specifications to be prepared by the Owner's engineer and approved in writing by the Public Services Director. Sewer sizes shall be as determined by the Public Services Director.

e. The Owner, at its own cost, shall install sewer service lines, in accordance with Code specifications, to the property line so as to serve each lot or building site in the Addition.

f. The Owner shall protect manhole covers and rings from damage in the course of constructing the line, and shall be solely responsible for repair or replacement to the Public Services Director's satisfaction. The Owner shall adjust such manhole rings and covers to finished grade. The Owner agrees to protect and save the City harmless from any loss or claim suffered by other sewer users to their real or personal property, and from personal injury or damages by reason of obstruction or damage to the sewer lines or any part thereof occasioned by present or future construction work on said Addition by the Owner. Said obligation shall continue until the sewer line and the system within the Addition is accepted by the Public Services Director by issuance of a "letter of acceptance." Provided, however, that acceptance of part of the system shall not relieve the Owner of the obligations herein imposed for the remaining improvements that have not been accepted within said Addition.

g. Prior to the issuance of a building permit for any new structure, or prior to the issuance of a plumbing permit to connect existing buildings to the water and sewer systems, the then-existing water system investment charge (connection charge), sewer system investment charge (connection charge) and water meter charge shall be paid to the City. The Owner will also pay to the Central Wyoming Regional Water System Joint Powers Board the then current Regional Water System investment charge for each building to be served with water.

h. All necessary water and sewer easements, in forms acceptable to the City, up to and through the subdivision shall be obtained by the Owner, which grant to the City the right of ingress and egress thereto for purposes of laying out, constructing, inspecting, maintaining and replacing water lines, sewer lines, its fire hydrants and other appurtenances.

i. The Owner agrees to abide by all federal, state and local laws, rules and regulations regarding the use of its water and sewer facilities, and water and sewer service, including, but not limited to, the Federal Pretreatment Regulations and all the Code sections relating to industrial pretreatment.

j. At such time as said water and/or sewer mains are installed by the Owner and a "letter of acceptance" is issued by the Public Services Director, the

City shall pursuant to the Code, reimburse the Owner twice the difference in material cost between an eight (8) inch water and/or sewer main, or larger size if required by the development, and the required oversized main pursuant to the Code, as amended. Such reimbursement will be determined by the City based upon its most recent applicable material costs at the time of the Agreement execution. Reimbursement will only be based on oversizing of water and sewer mains larger than the size required by system analysis and approved by the Public Services Director.

2.9 Easements for all Utilities, Bikeways and Pedestrian Pathways:

Easements for all utilities and future bikeway/pedestrian pathways and access, in recordable forms acceptable to the City, must be provided prior to application for a permit to construct being made to the City. Mid-block pedestrian ways are required under Casper Municipal Code Section 16.16.020(B) for blocks over five hundred feet (500') in length. Those shall be maintained in good repair for use by the public by the property owners located immediately adjacent thereto. The immediately adjacent property owners are responsible for all costs and expenses thereof.

2.10 Street and Traffic Signs and Controls:

Owner shall pay for the cost and installation of all necessary on and off-site street and traffic control signage, signs signifying the street names, street striping, crosswalk striping, and traffic calming devices, as determined by the Public Services Director in his sole discretion.

2.11 Security Requirements:

In addition to and separate from the security required for erosion control, Owner shall comply with all Code requirements for all other security and surety requirements as set forth in the Code, including, but not limited to the financial surety and security for the project, landscaping and warranty period.

2.12 Record Drawings:

a. Owner shall submit "as-built" record documents for paving, drainage, water and sewer to the City prior to the issuance of the certificate of occupancy. Reproducible hard copy drawings shall be in the form of one (1) set of 4 mil Mylar, 24" x 36" labeled as "Record Drawings" and dated. Record Drawings shall also be provided on electronic media in Adobe (pdf) format and in AutoCAD format or other format specified by Owner. Record documents shall be submitted on CDs, or other media as directed by Owner, labeled as "Record Drawings" and include the project name, City of Casper project number and date.

b. All digital files necessary for correct plotting of the final record drawings in the AutoCAD version, such as external references, pen assignments, images, etc. shall be provided. Any x-refs or other files that can be, shall be incorporated into the final drawings to minimize the manipulation necessary for plotting.

2.13 Completion of Infrastructure Improvements Prior to Certificate of Occupancy:

All required on-site and off-site improvements shall be completed and approved by the Public Services Director prior to the issuance of the first certificate of occupancy unless otherwise designated in this Agreement.

2.14 Other Costs in Separate Agreements:

If any recapture costs, costs for a drainage basin or sub-basin wide stormwater management program are applicable to this Subdivision, those costs shall be allocated in a separate exhibit attached to this Agreement. Failure of any such exhibit to be attached to this Agreement shall not relieve the Owner of its obligation to pay its proportionate share of those costs.

2.15 Stormwater, Flooding and Letters of Map Revisions:

a. Owner shall comply with and pay for all costs associated with any Stormwater Pollution Prevention Plan, Letter of Map Revision (LOMR), or other related requirements of Wyoming DEQ, Federal Emergency Management Agency (FEMA) or any other agency that has jurisdiction over the real property in impacted by this Agreement.

b. Owner shall provide the City with copies of all Stormwater Pollution Prevention Plan elements as reviewed and approved by Wyoming DEQ; any LOMR, along with the necessary submittals to update flood mapping in accordance with FEMA requirements, and documentation of Base Flood Elevations.

c. All requirements of this section shall be met prior to issuance of a permit to construct subdivision improvements.

2.16 Other Requirements:

a. Lots under 4,000 square feet in area shall be restricted to townhomes, condominiums, or multifamily development with three (3) or more dwelling units, consistent with the minimum lot area requirements of the R-3 (One to Four Unit Residential) zoning district.

b. Prior to the issuance of any permits by the City, Owner shall submit and obtain City approval of a geotechnical study, drainage study, and

water/sewer study demonstrating compliance with all applicable City standards.

c. Site access shall be designed to be consistent with the approved Traffic Impact Analysis completed by CLH Associates, LLC, dated May 31, 2026, including a restriction of the northernmost Robertson Road access to right-in/right-out.

d. None of the lots with frontage on Trevett Lane shall be permitted vehicular access to Trevett Lane (driveways, curb cuts, parking spaces, etc.). All vehicular access to said lots shall be via Lariat Court and/or Chuckwagon Road.

SECTION 3 - OBLIGATIONS OF CITY

The City shall issue a building permit and certificate of occupancy for the buildings in the Addition upon performance by the Owner of the conditions set forth herein, and upon Owner's compliance with all applicable Code requirements. All building permits will be issued by the Community Development Director in accordance with the Code.

SECTION 4 - REMEDIES

In the event the Owner fails to do, or fails to cause to be done, any of the requirements set forth in this Agreement in an expeditious manner, the City may, at its option, do any or all of the following:

a. Refuse to issue any building permits or certificates of occupancy to any person, including the Owner, or its heirs, successors, assigns and grantees.

b. After written notice to the Owner of any public improvements which have not been completed or properly completed, and upon Owner's failure to cure the same within a reasonable period of time, the City may complete any and all of the public improvements required by this Agreement by itself or by contracting with a third party to do the same. In the event the City elects to complete said improvements, or contracts with a third party to do so, the Owner agrees to pay any and all costs resulting therefrom upon demand by the City.

The remedies provided in this section are in addition to any other remedies specifically provided for in this Agreement, or which the City may otherwise have at law or in equity, and are not a limitation upon the same. The Owner further agrees to pay all reasonable attorneys' fees, court costs, and litigation costs in the event the City is required to enforce the provisions of this Agreement in a court of law.

SECTION 5 – GENERAL PROVISIONS

a. Successors and Assigns: The terms and conditions of this Agreement shall be binding upon the parties hereto, and shall inure to the benefit of all parties hereto and their respective heirs, successors, assigns, and grantees and shall bind and run with the real property that is the subject matter of this Agreement. The Owner shall not assign this Agreement or otherwise sub-contract its duties and responsibilities as set forth in this Agreement without the prior written consent of the City.

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

c. Governing Law and Venue: This Agreement, its interpretation and enforcement shall be governed and construed in accordance with the laws of the State of Wyoming. Any litigation regarding this Agreement shall be resolved in a court of competent jurisdiction situated in Natrona County, Wyoming.

d. Complete Agreement: This Agreement shall constitute the entire understanding and agreement of the parties, and supersedes any prior negotiations, discussions or understandings.

e. Amendment: No amendment or modification of the terms of this Agreement shall be valid or enforceable unless made in writing and executed by all parties hereto.

f. Waiver: Failure on the part of either party to enforce any provision of this Agreement, or the waiver thereof, in any instance, shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall nevertheless be and remain in full force and effect.

g. No Third-Party Beneficiary Rights: The parties to this Agreement do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement, and shall inure solely to the benefit of the parties to this Agreement. The parties to this Agreement intend and expressly agree that only parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.

h. Severability: If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid, illegal or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement.

i. Notices: Notices required or permitted to be given by a Party to the others must be in writing and either delivered in person or sent to the address shown below (or such subsequent address as may be designated by either party in writing) by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt:

Fairgrounds Plaza Inc.
39 East 1st Street
Sheridan, Wyoming 82801

City of Casper
Attn: Community Development Director
200 North David
Casper, WY 82601
Fax: 307-235-8362

j. Headings: The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation thereof.

k. Survival: All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with this Agreement, as well as all continuing obligations indicated in this Agreement, will survive final payment, completion and acceptance of the services and termination or completion of the Agreement.

l. Copies: This Agreement may be executed in more than one copy, each copy of which shall serve as an original for all purposes, but all copies shall constitute but one and the same Agreement.

m. Authority: Each individual executing this Agreement for and on behalf of their principals hereby state that they have the requisite power and authority to enter into this Agreement and to consummate the transactions contemplated and intended hereby. Owner further states that it is authorized to transact business in the State of Wyoming, properly registered and not delinquent with the Secretary of State.

n. Term: At the time the Owner files for a permit to construct, the then applicable code provisions shall apply for the life of the permit or under an

extension that is approved by the Public Services Director. If the Owner fails to file for a permit to construct at the time of platting, all applicable provisions of the Code that have changed since the execution of this Agreement shall be required of the Owner at the time of permit application, and the City at its sole discretion may require a new Subdivision Agreement and/or the replatting of property. Provided, however, Code amendments pertaining to the health and safety of the public shall be complied with by the Owner during the term of this Agreement, regardless of the validity of the permit to construct.

The parties hereby enter into this Agreement on the day and year first written above.

[Signature pages follow.]

Signature Page for the City of Casper, Wyoming

APPROVED AS TO FORM:

Wallace Tremblay III

ATTEST:

Amanda Ainsworth
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Ray Pacheco
Mayor

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this _____ day of _____, 2026, by Ray Pacheco, as the Mayor of the City of Casper.

(Seal, if any)

_____
(Signature of notarial officer)

_____
Title (and Rank)

My Commission Expires: _____

Signature Page for the Owner

WITNESS:

OWNER
Fairgrounds Plaza Inc.

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this _____ day of _____, 20____, by _____ as the _____ of Fairgrounds Plaza Inc.

(Seal, if any)

_____
(Signature of notarial officer)

_____
Title (and Rank)

My Commission Expires: _____

ORDINANCE NO. 09-26

AN ORDINANCE APPROVING A VACATION, FINAL PLAT, SUBDIVISION AGREEMENT AND ZONE CHANGE FOR THE ROBERTSON ROAD ADDITION NO. 2 SUBDIVISION IN THE CITY OF CASPER, WYOMING.

WHEREAS, an application has been made to vacate and replat Lots 1-4, Robertson Road Addition, to create the Robertson Road Addition No. 2, located at 3346 Chuckwagon Road; and,

WHEREAS, an application has been made to rezone all of the proposed Robertson Road Addition No. 2 from zoning classification AG (Urban Agriculture) to R-3 (One to Four Unit Residential); and,

WHEREAS, the property owner will enter into a written subdivision agreement with the City of Casper, which will be approved with the plat upon third reading of this ordinance; and,

WHEREAS, the vacation, plat and zone change require approval by ordinance, following a public hearing; and,

WHEREAS, after a public hearing, the City of Casper Planning and Zoning Commission passed a motion recommending that City Council approve the vacation, plat, and zone change requests; and,

WHEREAS, the governing body of the City of Casper finds that the above-described vacation, plat, subdivision agreement, and zone change, should be approved.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING:

SECTION 1:

That the vacation and final plat creating the Robertson Road Addition No. 2 subdivision is hereby approved.

SECTION 2:

That the subdivision agreement for the Robertson Road Addition No. 2 subdivision is hereby approved, and the Mayor is hereby authorized and directed to execute, and the City Clerk to attest said document.

SECTION 3:

That the zone change of the Robertson Road Addition No. 2 from AG (Urban Agriculture) to R-3 (One to Four Unit Residential) is hereby approved.

SECTION 4:

This ordinance shall be in full force and effect from and after passage on three readings and publication pursuant to law.

PASSED on 1st reading the _____ day of _____, 2026.

PASSED on 2nd reading the ____ day of _____, 2026.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the ____ day of _____, 2026.

APPROVED AS TO FORM:

Walter Trenholm

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Amanda Ainsworth
City Clerk

Ray Pacheco
Mayor

June 30, 2026

MEMO TO: Janine Jordan, City Manager

FROM: Fleur Tremel, Chief of Staff
Amanda Ainsworth, City Clerk
Carla Mills-Laatsch, Licensing Specialist

SUBJECT: Public Hearing for New Restaurant Liquor License No. 55 Brucke Bauen Casper, LLC d/b/a/ CitiWerks Café, Located at 162 South Wolcott.

Meeting Type & Date
Regular Council Meeting – July 21, 2026

Action Type
Public Hearing – Minute Action

Recommendation
That Council, by minute action, approve the application for new Restaurant Liquor License No. 55 Brucke Bauen Casper, LLC d/b/a CitiWerks Café, located at 162 South Wolcott.

Summary
An application has been received for New Restaurant Liquor License No. 55 Brucke Bauen Casper, LLC d/b/a CitiWerks Café, located at 162 South Wolcott.

The establishment is located at the corner of 2nd Street and Wolcott. If approved, the license holder will need to complete a small renovation to the dispensing area. Once that work is finished, the license will be issued. Restaurant liquor licenses are not subject to statutory cap. Currently, the City of Casper has issued a total of 18 restaurant liquor licenses.

As required by Municipal Code 05.08.080, a notice was published in a local newspaper once a week for two consecutive weeks. As required by State Statute 12-4-104(a) it was advertised on the City's website (www.casperwy.gov).

Financial Considerations
The City of Casper will receive $1035 for this prorated license.

Council Priorities
☐ Infrastructure
☒ Fiscal Stability
☒ Communication & Public Education

Oversight/Project Responsibility
Carla Mills-Laatsch, Licensing Specialist

Attachments
Application

(May 2025)

NEW OR RENEWAL LIQUOR LICENSE OR PERMIT APPLICATION

(State of Wyoming-County and Municipal Jurisdictions)

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

CLERK SECTION: Completed by City / Town / County Clerk | **Local License #** Restaurant #55

Filing In Jurisdiction:

☐ CITY or TOWN OF: Casper

☐ COUNTY OF: Natrona

Fees

Annual License Fee: $ Text

Prorated License Fee: $ 1035.00

Transfer Fee: $

License Term: 07 / 22 / 26 (Month / Day / Year) Through 03 / 31 / 2027 (Month / Day / Year)

Date filed with clerk: 6 / 18 / 26

Advertising Dates: (Minimum 2 Consecutive Weeks Prior to Hearing) 07 / 9 / 26 & 07 / 14 / 26

Public Hearing Date: 07 / 21 / 26

Publishing Fee: $

Publishing Fee Direct Billed to Applicant: ☑

LICENSING AUTHORITY CLERK: BEGIN ADVERTISING PROMPTLY!
PER W.S. 12-4-104(d): IMMEDIATELY FORWARD A COPY OF THE APPLICATION AND ALL ATTACHEMENTS TO THE DIVISION. NO LICENSING AUTHORITY SHALL APPROVE OR DENY AN APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.

SECTION 1: APPLICANT & LOCATION INFORMATION

Applicant (Business Name): Brucke Bauen Casper, LLC

Doing Business As (DBA) / Trade Name: CitiWerks Cafe

Building to be licensed / Building Address: 162 S Wolcott St

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

Casper (City) | WY (State) | 82601 (Zip) | Natrona (County)

Local Mailing Address: 156 S Wolcott St, Suite 201

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

Casper (City) | WY (State) | 82601 (Zip) | Natrona (County)

Business Telephone Number: (307) 776-2285 Fax Number: (307) 288-3865

Business E-Mail Address: blyons@bruckebauen.com

Business Primary Contact: Bill (First Name) Lyons (Last Name)

SECTION 2: FILING AS (CHOOSE ONLY ONE)

☐ INDIVIDUAL | ☐ GENERAL PARTNERSHIP | ☐ LP | ☐ LLP | ☐ LLLP | ☒ LLC | ☐ LC | ☐ CORPORATION (INC)

☐ NON-PROFIT CORPORATION (NCORP) | ☐ POLITICAL SUBDIVISION | ☐ ORGANIZATION | ☐ OTHER

SECTION 3: FILING FOR (CHOOSE ONLY ONE)

☒ NEW LICENSE OR PERMIT ☐ RENEWAL OF LICENSE OR PERMIT

☐ TRANSFER OF LOCATION ☐ TRANSFER OF OWNERSHIP* ☐ TRANSFER OF OWNERSHIP* and LOCATION

*For a Transfer of Ownership: Attach a Form of Assignment | Formerly Held by:

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

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

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

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

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

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

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

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

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

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

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

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

☐ Other:

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

☐ SEASONAL

☐ NON-OPERATIONAL / PARKED

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

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

HOURS OF OPERATION: from 10am to 3pm ☐ 24 Hours a Day

ALL APPLICANTS MUST COMPLETE QUESTIONS 1- 3

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

Does the Applicant own or lease the licensed building?

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Does the resort complex:

(a) Have an actual valuation of at least one million dollars, or have committed or expended not less than one million dollars ($1,000,000.00) on the complex, excluding the value of the land? W.S. 12-4-401(b)(i) ☐ YES ☐ NO

(b) Include a restaurant and a convention facility; a convention facility that will seat at least one hundred (100) persons? W.S. 12-4-401(b)(ii) ☐ YES ☐ NO

(c) Include motel, hotel or privately owned condominium, town house or home accommodations approved for short term occupancy with at least one hundred (100) sleeping rooms? W.S. 12-4-401(b)(iii) ☐ YES ☐ NO

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

(e) Will food and beverage services be contracted or subcontracted? W.S. 12-4-403(b) ☐ YES ☐ NO

(i) **If YES to (e),** attach a copy of the contract or subcontract.

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

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

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

Does the resort hotel:

(a) Have an actual valuation of at least five million dollars, or have committed or expended at least five million dollars ($5,000,000.00) on the complex, excluding the value of the land? W.S. 12-4-416(b)(i) ☐ YES ☐ NO

(b) Include a full-service restaurant? W.S. 12-4-416(b)(ii) ☐ YES ☐ NO

(c) Include not less than twenty (20) sleeping rooms for short-term occupancy? W.S. 12-4-416(b)(iii) ☐ YES ☐ NO

(d) Provide dining services to guest rooms for not less than twelve (12) hours each day? W.S. 12-4-416(b)(iv) ☐ YES ☐ NO

(e) Provide facilities to accommodate business meetings for not less than fifty (50) participants? W.S. 12-4-416(b)(v) ☐ YES ☐ NO

(f) Will food and beverage services be contracted or subcontracted? W.S. 12-4-403(b) ☐ YES ☐ NO

(i) **If YES to (f), attach a copy of the contract or subcontract.**

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

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

10. MICROBREWERY PERMIT:

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

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

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

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

(b) **Malt Beverage Production**

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

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

(ii) Variance: _____

(c) Will the microbrewery at this location have produced at least 50 barrels (1,550 gallons) but less than 50,000 barrels (1, 550,000 gallons) by the end of the current license term as required by law? ☐ YES ☐ NO

(i) **If NO to (c),** attach a written explanation.

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

(a) Has the fraternal organization been actively operating in at least thirty-six (36) states? ☐ YES ☐ NO

(b) Has the fraternal organization been actively in existence for at least twenty (20) years? ☐ YES ☐ NO

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

(a) Does the Veteran's organization hold a charter by the Congress of the United States? ☐ YES ☐ NO

(b) Is the membership of the Veteran's organization comprised only of Veterans and its duly organized auxiliary? ☐ YES ☐ NO

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

(a) Does the golf club have more than fifty (50) bona fide members? ☐ YES ☐ NO

(b) Does the Applicant, maintain, or operate a bona fide golf course together with a clubhouse? ☐ YES ☐ NO

(c) **Is the Applicant a Political Subdivision** of the state that owns, maintains, or operates this golf course? ☐ YES ☐ NO

(i) Will food and beverage services be contracted or subcontracted? W.S. 12-4-301(e) ☐ YES ☐ NO

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

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

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

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

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

(i) **If YES to (h), attach a copy of the Petition(s).**

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

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

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

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

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

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

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

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

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

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

REQUIRED ATTACHMENTS:

FILING FOR: NEW, OR ANY TYPE OF TRANSFER

- ☒ A statement indicating the financial condition and financial stability of the Applicant. W.S. 12-4-102(a)(vi).
- ☐ If Filing For a Transfer of Ownership: Attach a form of assignment from the current licensee assigning the current license or permit to the new Applicant. W.S. 12-4-601(b).
- ☐ A copy of any lease agreement(s). W.S. 12-4-103(a)(iii)
- ☐ Bar & Grill and Restaurant liquor license Applicants: Attach a copy of the current Food Service Permit or the approved permit application for the Applicant and for the licensed building location. 12-4-413(a) / W.S. 12-4-407(a)
- ☒ If food and beverage services will be contracted or subcontracted attach a copy of the contract or lease agreement. W.S. 12-4-201(m) / W.S. 12-4-301(e) / W.S. 12-4-403(b)
- ☐ If filing for a Limited Retail Liquor License, operating as a Golf Club or Social Club, attach a copy of the club's bylaws including membership criteria. W.S. 12-4-301(c)
- ☐ If filing for a Microbrewery Permit or Winery Permit: Attach a copy of the approved Federal TTB Permit.
- ☐ If a current licensee is filing for a new, different license or permit: Attach a statement indicating the status of the current license or permit if the new license or permit is approved.

FILING FOR: RENEWAL

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

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

Requires signatures by:

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

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

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

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

State of Texas
County of Travis
This instrument was acknowledged before me on April 7th, 2026 by Jill Tan, Johnson Tan.

Signed and sworn to before me on this Mar day of 9, 2026 that the facts alleged in the foregoing instrument are true by the following:

1)	(Signature)	Johnson Tan (Printed Name)	Member (Title)
2)	Jill Tan (Signature)	Jill Tan (Printed Name)	Chief Executive Manager (Title)
3)	(Signature)	(Printed Name)	(Title)
4)	(Signature)	(Printed Name)	(Title)
5)	(Signature)	(Printed Name)	(Title)

Witness my hand and official seal:

Signature of Notary Public

CASSANDRA MICHELLE COLUNGA
My Notary ID # 135052797
(SEAL) Expires August 22, 2028

My commission expires: 08/22/28

June 30, 2026

MEMO TO: Janine Jordan, City Manager

FROM: Fleur Tremel, Chief of Staff
Amanda Ainsworth, City Clerk
Carla Mills-Laatsch, Licensing Specialist

SUBJECT: Public Hearing for New Restaurant Liquor License No. 54 Frida's Mexican Restaurant of Casper, LLC, d/b/a Frida's House Mexican Food, Located at 350 SE Wyoming Blvd.

Meeting Type & Date
Regular Council Meeting – July 21, 2026

Action Type
Public Hearing – Minute Action

Recommendation
That Council, by minute action, approve the application for new Restaurant Liquor License No. 54 Frida's Mexican Restaurant of Casper, LLC d/b/a Frida's House Mexican Food, located at 350 SE Wyoming Blvd.

Summary
An application has been received for New Restaurant Liquor License No. No. 54 Frida's Mexican Restaurant of Casper, LLC d/b/a Frida's House Mexican Food, located at 350 SE Wyoming Blvd.

The establishment is located in the former Village Inn building on East 2nd Street. Upon approval, the license will become effective immediately. This license is in addition to the restaurant liquor license located at 611 West Collins. Restaurant liquor licenses are not subject to statutory cap. Currently, the City of Casper has issued a total of 19 restaurant liquor licenses.

As required by Municipal Code 05.08.080, a notice was published in a local newspaper once a week for two consecutive weeks. As required by State Statute 12-4-104(a) it was advertised on the City's website (www.casperwy.gov).

Financial Considerations
The City of Casper will receive $1035 for this prorated license.

Council Priorities
☐ Infrastructure
☒ Fiscal Stability
☒ Communication & Public Education

Oversight/Project Responsibility
Carla Mills-Laatsch, Licensing Specialist

Attachments
Application

(May 2025)

NEW OR RENEWAL LIQUOR LICENSE OR PERMIT APPLICATION

(State of Wyoming-County and Municipal Jurisdictions)

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

CLERK SECTION: Completed by City / Town / County Clerk

Local License # Restaurant #54

Filing In Jurisdiction:

☐ CITY or TOWN OF: Casper

☐ COUNTY OF: Natrona

Fees

Annual License Fee: $_____

Prorated License Fee: $ 1035.72

Transfer Fee: $_____

License Term: 07 / 22 / 26 (Month / Day / Year) Through 03 / 31 / 26 (Month / Day / Year)

Date filed with clerk: 06 / 12 / 2026

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

7 / 9 / 26 & 7 / 14 / 26

Public Hearing Date: 7 / 21 / 26

Publishing Fee: $_____

Publishing Fee Direct Billed to Applicant: ☑

LICENSING AUTHORITY CLERK: BEGIN ADVERTISING PROMPTLY!

PER W.S. 12-4-104(d): IMMEDIATELY FORWARD A COPY OF THE APPLICATION AND ALL ATTACHEMENTS TO THE DIVISION. NO LICENSING AUTHORITY SHALL APPROVE OR DENY AN APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.

SECTION 1: APPLICANT & LOCATION INFORMATION

Applicant (Business Name): Fridas Mexican Restaurant of Casper LLC

Doing Business As (DBA) / Trade Name: Fridas Hause Mexican Food

Building to be licensed / Building Address: 350 SE Wyo Blvd
(Address Number, and Suite or Unit Number, and Street or Road Name)

Casper (City) Wy (State) 82609 (Zip) Natrona (County)

Local Mailing Address: 611 W Collins Drive
(Address Number or PO Box, and Suite or Unit Number, and Street or Road Name)

Casper (City) Wyo (State) 82601 (Zip) Natrona (County)

Business Telephone Number: 307-439-2015 Fax Number: N/A

Business E-Mail Address: Eastfridas@gmail.com

Business Primary Contact: David (First Name) Contreras (Last Name)

SECTION 2: FILING AS (CHOOSE ONLY ONE)

☐ INDIVIDUAL | ☐ GENERAL PARTNERSHIP | ☐ LP | ☐ LLP | ☐ LLLP | ☑ LLC | ☐ LC | ☐ CORPORATION (INC)

☐ NON-PROFIT CORPORATION (NCORP) | ☐ POLITICAL SUBDIVISION | ☐ ORGANIZATION | ☐ OTHER _____

SECTION 3: FILING FOR (CHOOSE ONLY ONE)

☑ NEW LICENSE OR PERMIT ☐ RENEWAL OF LICENSE OR PERMIT

☐ TRANSFER OF LOCATION ☐ TRANSFER OF OWNERSHIP* ☐ TRANSFER OF OWNERSHIP* and LOCATION

*For a Transfer of Ownership: Attach a Form of Assignment | Formerly Held by:

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

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

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

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

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

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

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

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

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

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

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

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

☐ Other:

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

☐ SEASONAL

☐ NON-OPERATIONAL / PARKED

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

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

HOURS OF OPERATION: from 9 am to 12 pm ☐ 24 Hours a Day

ALL APPLICANTS MUST COMPLETE QUESTIONS 1- 3

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

Does the Applicant own or lease the licensed building?

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

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

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

(i) The lease term expiration date is: 02 / 21 / 2030 or, ☐ Does not expire / Automatically Renews.

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

(ii) The lease term information is located on page(s) 1 paragraph(s) 3.1.

(iii) **Sales** provision for alcoholic or malt beverages: located, on page(s) 1 paragraph(s) 2.5.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Does the resort complex:

(a) Have an actual valuation of at least one million dollars, or have committed or expended not less than one million dollars ($1,000,000.00) on the complex, excluding the value of the land? W.S. 12-4-401(b)(i) ☐ YES ☐ NO

(b) Include a restaurant and a convention facility; a convention facility that will seat at least one hundred (100) persons? W.S. 12-4-401(b)(ii) ☐ YES ☐ NO

(c) Include motel, hotel or privately owned condominium, town house or home accommodations approved for short term occupancy with at least one hundred (100) sleeping rooms? W.S. 12-4-401(b)(iii) ☐ YES ☐ NO

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

(e) Will food and beverage services be contracted or subcontracted? W.S. 12-4-403(b) ☐ YES ☐ NO

(i) **If YES to (e),** attach a copy of the contract or subcontract.

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

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

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

Does the resort hotel:

(a) Have an actual valuation of at least five million dollars, or have committed or expended at least five million dollars ($5,000,000.00) on the complex, excluding the value of the land? W.S. 12-4-416(b)(i) ☐ YES ☐ NO

(b) Include a full-service restaurant? W.S. 12-4-416(b)(ii) ☐ YES ☐ NO

(c) Include not less than twenty (20) sleeping rooms for short-term occupancy? W.S. 12-4-416(b)(iii) ☐ YES ☐ NO

(d) Provide dining services to guest rooms for not less than twelve (12) hours each day? W.S. 12-4-416(b)(iv) ☐ YES ☐ NO

(e) Provide facilities to accommodate business meetings for not less than fifty (50) participants? W.S. 12-4-416(b)(v) ☐ YES ☐ NO

(f) Will food and beverage services be contracted or subcontracted? W.S. 12-4-403(b) ☐ YES ☐ NO

(i) **If YES to (f), attach a copy of the contract or subcontract.**

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

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

10. MICROBREWERY PERMIT:

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

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

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

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

(b) **Malt Beverage Production**

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

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

(ii) Variance: _____

(c) Will the microbrewery at this location have produced at least 50 barrels (1,550 gallons) but less than 50,000 barrels (1, 550,000 gallons) by the end of the current license term as required by law? ☐ YES ☐ NO

(i) **If NO to (c),** attach a written explanation.

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

(a) Has the fraternal organization been actively operating in at least thirty-six (36) states? ☐ YES ☐ NO

(b) Has the fraternal organization been actively in existence for at least twenty (20) years? ☐ YES ☐ NO

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

(a) Does the Veteran's organization hold a charter by the Congress of the United States? ☐ YES ☐ NO

(b) Is the membership of the Veteran's organization comprised only of Veterans and its duly organized auxiliary? ☐ YES ☐ NO

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

(a) Does the golf club have more than fifty (50) bona fide members? ☐ YES ☐ NO

(b) Does the Applicant, maintain, or operate a bona fide golf course together with a clubhouse? ☐ YES ☐ NO

(c) **Is the Applicant a Political Subdivision** of the state that owns, maintains, or operates this golf course? ☐ YES ☐ NO

(i) Will food and beverage services be contracted or subcontracted? W.S. 12-4-301(e) ☐ YES ☐ NO

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

REQUIRED ATTACHMENTS:

FILING FOR: NEW, OR ANY TYPE OF TRANSFER

- ☐ A statement indicating the financial condition and financial stability of the Applicant. W.S. 12-4-102(a)(vi).
- ☐ If Filing For a Transfer of Ownership: Attach a form of assignment from the current licensee assigning the current license or permit to the new Applicant. W.S. 12-4-601(b).
- ☐ A copy of any lease agreement(s). W.S. 12-4-103(a)(iii)
- ☐ Bar & Grill and Restaurant liquor license Applicants: Attach a copy of the current Food Service Permit or the approved permit application for the Applicant and for the licensed building location. 12-4-413(a) / W.S. 12-4-407(a)
- ☐ If food and beverage services will be contracted or subcontracted attach a copy of the contract or lease agreement. W.S. 12-4-201(m) / W.S. 12-4-301(e) / W.S. 12-4-403(b)
- ☐ If filing for a Limited Retail Liquor License, operating as a Golf Club or Social Club, attach a copy of the club's bylaws including membership criteria. W.S. 12-4-301(c)
- ☐ If filing for a Microbrewery Permit or Winery Permit: Attach a copy of the approved Federal TTB Permit.
- ☐ If a current licensee is filing for a new, different license or permit: Attach a statement indicating the status of the current license or permit if the new license or permit is approved.

FILING FOR: RENEWAL

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

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

Requires signatures by:

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

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

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

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

Signed and sworn to before me on this 12 day of June, 2026 that the facts alleged in the foregoing instrument are true by the following:

	(Signature)	(Printed Name)	Title
1)		David Contreras	owner
2)			
3)			
4)			
5)			

Witness my hand and official seal: Carla Mills-Laatsch
Signature of Notary Public

(SEAL)

My commission expires: 10/27/2028

CARLA MILLS LAATSCH
NOTARY PUBLIC
STATE OF WYOMING
COMMISSION ID: 141930
MY COMMISSION EXPIRES: 10/27/2028

May 21, 2026

MEMO TO: Janine Jordan, City Manager

FROM: Liz Becher, Community Development Director
Craig Collins, AICP, City Planner

SUBJECT: Consideration of an ordinance approving the vacation and replat/final plat creating the "Shepherd of the Hills Addition" subdivision, and a zoning classification change of said subdivision from R-1 (Residential Estate) to R-4 (High Density Residential) and PH (Park Historic).

Meeting Type & Date:
Regular Council Meeting, July 7, 2026.

Action Type:
Ordinance with public hearing.

Recommendation:
That Council, by ordinance, approve the vacation and replat/final plat creating the "Shepherd of the Hills Addition" subdivision, and a zoning classification change of said subdivision from R-1 (Residential Estate) to R-4 (High Density Residential and PH (Park Historic).

Summary:
Application has been made for a vacation and replat to create the "Shepherd of the Hills Addition" subdivision, located at the southwest corner of South Poplar Street and Wyoming Boulevard (4600 S. Poplar St.). The purpose of the vacation/replat is to subdivide the property into two (2) parcels. The proposed western parcel (Lot 2), which fronts Chinook Trail Road, is the current location of a private, church-owned columbarium. The church has been working with the City to transfer the columbarium to the City to be owned and managed as part of the City's cemetery system, which would provide needed area/capacity that has been lost over time at the Highland Park Cemetery. The Planning and Zoning Commission included one (1) recommended condition of approval that requires the approval of the zone change as a prerequisite for the approval of the plat, necessitated by the City's minimum lot size requirements.

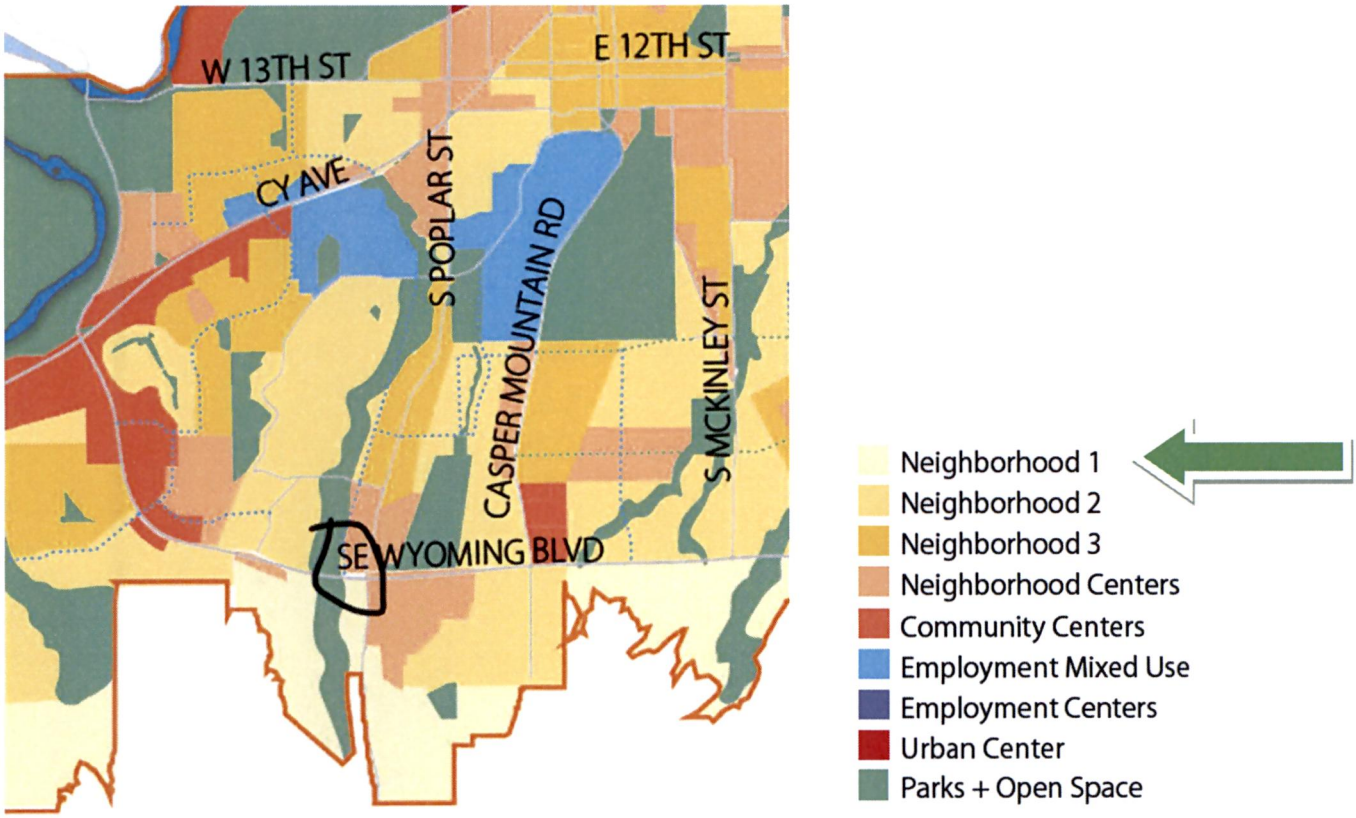
In a companion item, the church has requested a change in zoning classification for the property, which is necessary because of the three-acre minimum lot size for churches under the current R-1 (Residential Estate) zoning of the property. After being subdivided, the church parcel (Lot 1) will only be 2.37-acres in size. The proposed zoning of the property will be R-4 (High Density Residential) for the church parcel (Lot 1) and PH (Park Historic) for the columbarium parcel (Lot 2). R-4 (High Density Residential) zoning was suggested by Planning Division staff because of the proximity of similar zoning in the area.

Surrounding zoning:

- North – R-4 (High Density Residential);

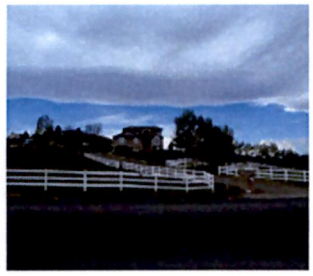
- South – R-1 (Residential Estate);
- West – R-1 (Residential Estate);
- East – C-2 (General Business).

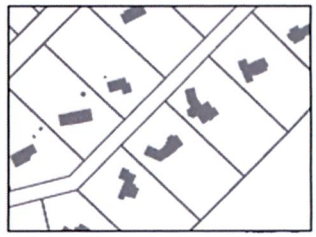
Land uses in the surrounding area includes a mix of commercial, church, multi-family residential and single-family residential. Section 17.12.170 of the Casper Municipal Code provides guidance on zone change requests and requires that staff provide a report to the Commission/Council as to the request's conformance with the Comprehensive Land Use Plan. The Future Land Use Map is an illustrative map within the Comprehensive Plan (Page 4-26) that identifies the physical distribution of land uses and forms the basis for future zoning and land use regulations. The FLU Map identifies the subject property as being in an area designated as "Neighborhood 1" *(See figure immediately below).* The typical characteristics, and primary land uses for a "Neighborhood 1" are found on Page 4-29 of the Comprehensive Plan *(shown below FLU).* Neighborhood 1 areas are characterized as primarily low-density residential areas located on the fringe areas of the community.



Future Land Use Plan information for the subject area (Generation Casper Comprehensive Land Use Plan – pg. 4-26)

Neighborhood 1





GENERAL CHARACTERISTICS	PRIMARY USES	RES. DENSITY	NON-RES. FAR	BUILDING HEIGHT
Neighborhood 1 is the lowest density residential development and are primarily adjacent to open space and industrial uses on the fringe of the community. Density of development should be clustered to protect open space and view corridors. This land use surrounds much of the City and acts as a transition from rural County development to future City annexation areas. New neighborhood development outside of city limits should follow city standards. This use is not encouraged in mass across the community.	Single family homes, large-lot residential development, and other ancillary uses.	½ - 5 DU/ Acre	NA	1 - 2 Stories

Future Land Use Category "Neighborhood 1" (Generation Casper Comprehensive Land Use Plan – pg. 4-29)

The Planning and Zoning Commission voted to support the plat and zone change request after a public hearing on April 9, 2026. There were no public comments. A notice of public hearing will be published in the Casper Star-Tribune advertising the City Council public hearing. All public hearings are also advertised on the City's website (casperwy.gov).

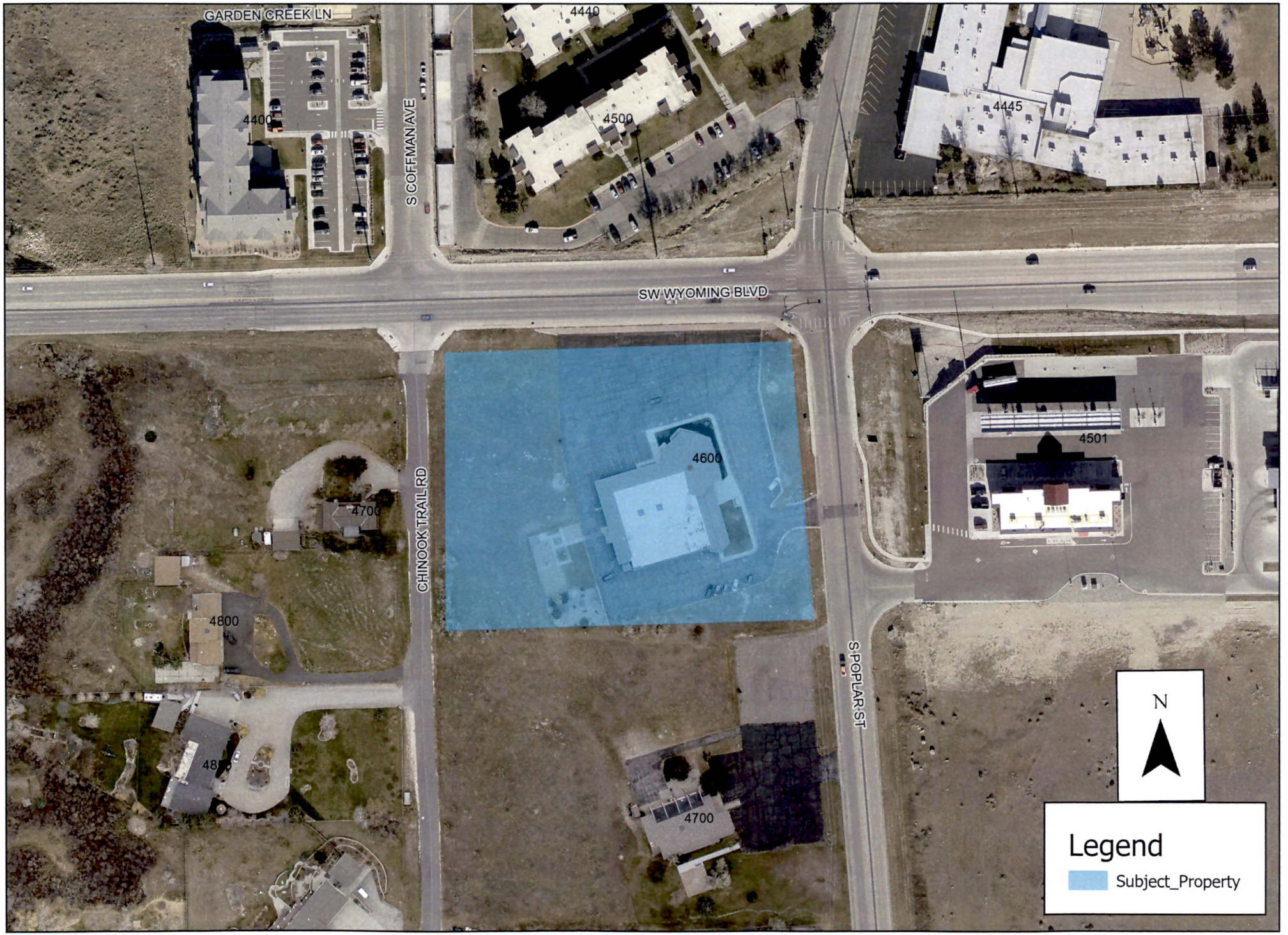
Financial Considerations:
None.

Council Adopted Goals:
Fiscal Stability (Livability/Quality of Life) – Facilitating the eventual transfer of a portion of the Shepherd of the Hills Addition to the City of Casper will ensure adequate cemetery space is available well into the future.

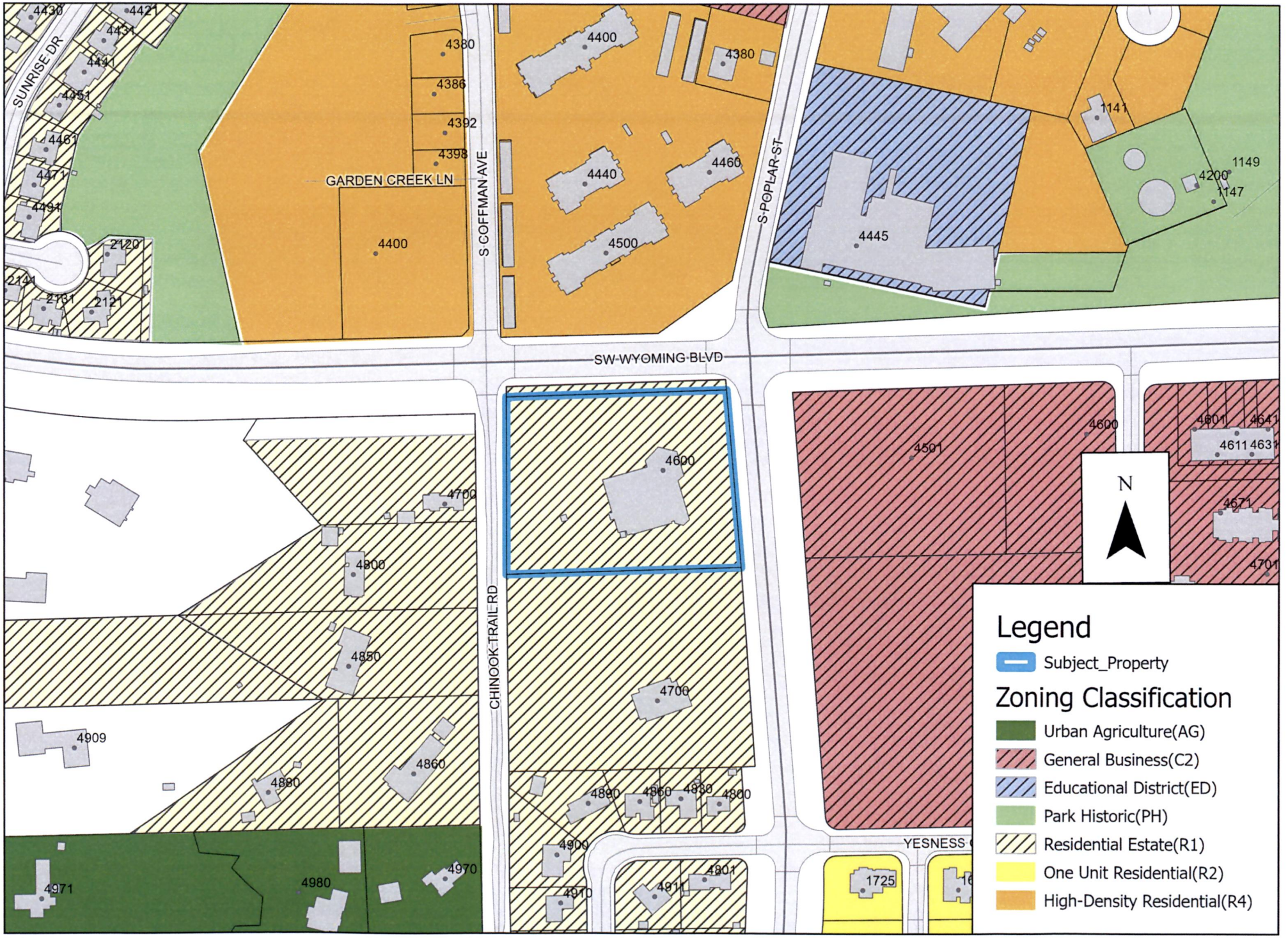
Oversight/Project Responsibility:
The Community Development Department (Planning Division) is responsible for processing plat/subdivision and zoning requests.

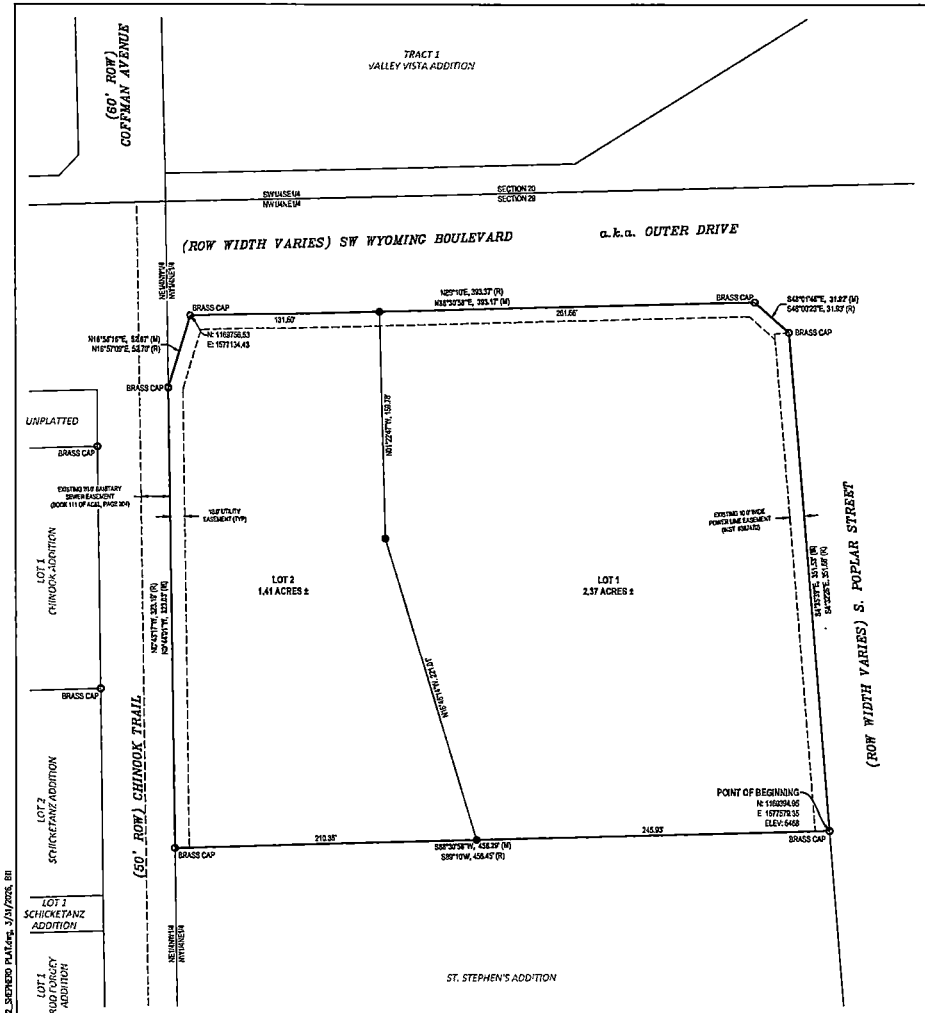
Attachments:
Location Map
Zoning Map
Plat

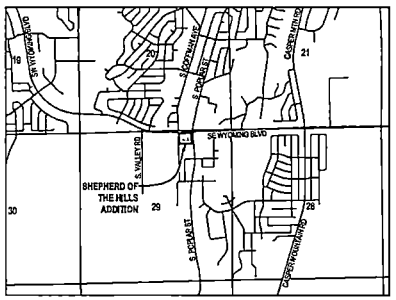
4600 S. Poplar Street - (Shepherd of the Hills Church)



4600 S. Poplar Street - (Shepherd of the Hills Church)







VICINITY MAP
SCALE: 1"=2000'

LEGEND

- ● SET MONUMENT 5/8" REBAR & ALUMINUM CAP
- ○ FOUND MONUMENT AS NOTED

APPROVALS

APPROVED BY THE CITY OF CASPER PLANNING AND ZONING COMMISSION OF CASPER, WYOMING
THIS _____ DAY OF _____, 2026.

ATTEST: _____ _____
SECRETARY CHAIRMAN

APPROVED BY THE CITY COUNCIL OF CASPER, WYOMING BY ORDINANCE NO. _____, DULY PASSED,
ADOPTED AND APPROVED THIS _____ DAY OF _____, 2026.

ATTEST: _____ _____
CITY CLERK MAYOR

INSPECTED AND APPROVED THIS _____ DAY OF _____, 2026.

_____
CITY ENGINEER

INSPECTED AND APPROVED THIS _____ DAY OF _____, 2026.

_____
CITY SURVEYOR

NOTES

1. ERROR OF CLOSURE = 1:1,005,386.
2. BASIS OF BEARINGS IS THE WYOMING STATE PLANE COORDINATE SYSTEM, EAST CENTRAL ZONE, NAD 1983/2011.
3. CONVERGENCE ANGLE AT POINT OF BEGINNING = 0°40'18.02"
   COMBINED FACTOR = 0.99975848
4. ALL DISTANCES ARE GRID.
5. ELEVATIONS ARE IN NAVD 88 AND ARE SHOWN FOR REFERENCE ONLY.

CERTIFICATE OF SURVEYOR

STATE OF WYOMING }SS
COUNTY OF NATRONA }

I, WILLIAM R. FERRINGER, A REGISTERED PROFESSIONAL LAND SURVEYOR, LICENSE NO. 5328, DO HEREBY CERTIFY THAT THIS PLAT WAS MADE FROM NOTES TAKEN DURING AN ACTUAL SURVEY MADE UNDER MY DIRECT SUPERVISION IN JANUARY, 2025, AND THAT THIS PLAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, CORRECTLY AND ACCURATELY REPRESENTS SAID SURVEY. ALL BEING TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Registered Land Surveyor
William R. Ferringer
5328
Date
WYOMING

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY WILLIAM R. FERRINGER,
THIS _____ DAY OF _____, 2026.
WITNESS MY HAND AND OFFICIAL SEAL.
MY COMMISSION EXPIRES _____

_____
NOTARY PUBLIC

CERTIFICATE OF DEDICATION

STATE OF WYOMING }SS
COUNTY OF NATRONA }

THE UNDERSIGNED, SHEPHERD OF THE HILLS PRESBYTERIAN CHURCH, DOES HEREBY CERTIFY THAT THEY ARE THE OWNERS AND PROPRIETORS OF THE FOREGOING VACATION AND REPLAT CREATING TWO NEWLY CONFIGURED LOTS WITHIN THE CITY OF CASPER. A VACATION AND REPLAT OF TRACT 3, VALLEY VISTA ADDITION LOCATED WITHIN THE CITY OF CASPER, NATRONA COUNTY, WYOMING (RECORDED NOVEMBER 21, 1951 IN BOOK 189 OF DEEDS ON PAGE 228), EXCEPTING THOSE PORTIONS OF TRACT 3 PREVIOUSLY DEEDED TO THE TRANSPORTATION COMMISSION OF WYOMING (INSTRUMENT NO. 884181 (CORRECTION), INSTRUMENT NO. 828573 AND BOOK 275 OF DEEDS, PAGE 76), SITUATE IN THE NW¼NE¼, OF SECTION 29, T.33N., R.79W., 6TH PRINCIPAL MERIDIAN, NATRONA COUNTY, WYOMING, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE PARCEL AND THE NORTHEAST CORNER OF ST. STEPHEN'S ADDITION AND A POINT ON THE WEST RIGHT-OF-WAY LINE OF SOUTH POPLAR STREET, MONUMENTED BY A BRASS CAP;

THENCE S88°30'58"W, ALONG THE SOUTH LINE OF THE PARCEL AND THE NORTH LINE OF SAID ST. STEPHEN'S ADDITION, A DISTANCE OF 456.29 FEET TO THE SOUTHWEST CORNER OF THE PARCEL AND THE NORTHWEST CORNER OF SAID ST. STEPHEN'S ADDITION AND A POINT ON THE EAST RIGHT-OF-WAY LINE OF CHINOOK TRAIL, MONUMENTED BY A BRASS CAP;

THENCE N01°40'07"W, ALONG THE EAST LINE OF SAID CHINOOK TRAIL AND THE WEST LINE OF THE PARCEL, A DISTANCE OF 323.03 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SOUTHWEST WYOMING BOULEVARD;

THENCE N16°56'16"E, ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID SOUTHWEST WYOMING BOULEVARD AND THE NORTH LINE OF THE PARCEL, A DISTANCE OF 52.67 FEET TO A POINT;

THENCE N88°30'58"E, CONTINUING ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID SOUTHWEST WYOMING BOULEVARD AND THE NORTH LINE OF THE PARCEL, A DISTANCE OF 393.17 FEET TO A POINT;

THENCE S48°01'46"E, CONTINUING ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID SOUTHWEST WYOMING BOULEVARD AND THE NORTH LINE OF THE PARCEL, A DISTANCE OF 31.92 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SAID SOUTH POPLAR STREET;

THENCE S43°35'39"E, ALONG THE WEST RIGHT-OF-WAY LINE OF SAID SOUTH POPLAR STREET AND THE EAST LINE OF THE PARCEL, A DISTANCE OF 351.53 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 3.78 ACRES, MORE OR LESS, AND IS SUBJECT TO ANY RIGHTS-OF-WAY AND/OR EASEMENTS, RESERVATIONS, AND ENCUMBRANCES WHICH HAVE BEEN LEGALLY ACQUIRED.

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

SHEPHERD OF THE HILLS PRESBYTERIAN CHURCH
4500 S. POPLAR STREET
CASPER, WYOMING 82601

_____
JEROMEY HOWARD – PRESBYTER
SHEPHERD OF THE HILLS PRESBYTERIAN CHURCH

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY JEROMEY HOWARD – PRESBYTER, SHEPHERD OF THE HILLS PRESBYTERIAN CHURCH, THIS _____ DAY OF _____, 2026.

WITNESS MY HAND AND OFFICIAL SEAL.
MY COMMISSION EXPIRES _____

_____
NOTARY PUBLIC

A VACATION AND REPLAT OF
TRACT 3, VALLEY VISTA ADDITION

AS

SHEPHERD OF THE HILLS ADDITION

TO THE CITY OF CASPER, WYOMING
BEING A PORTION OF THE NW¼NE¼ OF SECTION 29
T.33N., R.79W., 6TH PRINCIPAL MERIDIAN
NATRONA COUNTY, WYOMING

W.O. 24-232

Civil Engineering Professionals, Inc.
6080 Enterprise Drive, Casper, WY 82609
Phone 307.265.4744 Fax 307.266.8183
www.cepi-casper.com

W:\Land 2024\Survey\24-232 Shepherd of the Hills\Drawings\Survey\Plats\24-232_SHEPHERD PLAT.dwg, 3/31/2026, BH

ORDINANCE NO. 07-26

AN ORDINANCE APPROVING A VACATION, REPLAT/FINAL PLAT, AND ZONE CHANGE FOR THE "SHEPHERD OF THE HILLS ADDITION" SUBDIVISION IN THE CITY OF CASPER, WYOMING.

WHEREAS, an application has been made to vacate and replat Tract 3, Valley Vista Addition, to create the "Shepherd of the Hills Addition" subdivision, located at 4600 South Poplar Street; and,

WHEREAS, an application has also been made to change the zoning classification of the proposed Shepherd of the Hills Addition from R-1 (Residential Estate) to R-4 (High Density Residential) for proposed Lot 1 and PH (Park Historic) for proposed Lot 2; and,

WHEREAS, the vacation, plat and zone change require approval by ordinance, following a public hearing; and,

WHEREAS, the property is currently covered under a subdivision contract between the City of Casper, James E. Cunningham and Marian D. Cunningham, School District No. 2, Natrona County, and the Presbytery of Wyoming of the Synod of the Rockies of the United Presbyterian Church, dated September 1961; and,

WHEREAS, all improvements required under the aforementioned subdivision contract were previously installed and no new improvements are required; and,

WHEREAS, the City of Casper Planning and Zoning Commission reviewed the vacation, plat and zoning requests at their April 9, 2026, public hearing; and,

WHEREAS, the governing body of the City of Casper finds that the above-described vacation, plat, subdivision, and zone change, should be approved.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING:

SECTION 1:

That the vacation and replat/final plat creating "Shepherd of the Hills Addition" subdivision is hereby approved.

SECTION 2:

That the zoning of the "Shepherd of the Hills Addition" subdivision is hereby approved as follows:

- Lot 1 – R-4 (High Density Residential);
- Lot 2 – PH (Park Historic).

SECTION 3:

This ordinance shall be in full force and effect from and after passage on three readings and publication pursuant to law.

PASSED on 1st reading the _____ day of _____, 20___.

PASSED on 2nd reading the ____ day of _____, 20___.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the ____ day of _____, 20___.

APPROVED AS TO FORM:

Walter Trauth

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Amanda Ainsworth
City Clerk

Ray Pacheco
Mayor

July 14, 2026

MEMO TO: Janine Jordan, City Manager

FROM: Liz Becher, Community Development Director

SUBJECT: Resolution adopting the Downtown Hotel Urban Renewal Plan

Meeting Type & Date:
Regular Council Meeting, July 21, 2026

Action Type:
Resolution

Recommendation:
That Council, by resolution, adopt the Downtown Hotel Urban Renewal Plan.

Summary:
After City Council approval of the Spring 2026 Blight Study, a developer has brought forward an Urban Renewal Plan for review and consideration. The proposed Urban Renewal Plan is intended to facilitate development of a Hilton-branded hotel in Downtown Casper. The applicant/developer has indicated that TIF financing may be used to fund eligible public improvements necessary to support redevelopment of the site and meet the goals of the Blight Study.

The Urban Renewal Plan notes the potential use of Urban Renewal powers and Tax Increment Financing (TIF) pursuant to the Wyoming Urban Renewal Code. The Plan Area consists of Block 1, Lots 16 through 22 of the Casper Addition and adjacent public rights-of-way.

W.S. 15-9-110 requires the governing body to make four (4) specific findings when adopting Urban Renewal Plans.

Wyoming Statute §15-9-110

Before approval of an Urban Renewal Plan, the Governing Body must determine that:

1. *A feasible relocation method exists if families are displaced.*
2. *The Urban Renewal Plan conforms to the municipality's general plan.*
3. *Adequate consideration has been given to parks and recreation.*
4. *The Plan affords maximum opportunity for redevelopment by private enterprise.*

Analysis of Necessary Findings:

1. The plan area does not consider displacing any residential properties; therefore, there is no need to consider relocation of families.

2. The Planning and Zoning Commission reviewed the Downtown Hotel Urban Renewal Plan at their July 9, 2026 meeting, and made the following formal findings regarding conformance with the Comprehensive Plan:

    i. The proposed Downtown Hotel Urban Renewal Plan conforms to the Generation Casper Comprehensive Plan.

    ii. The Plan supports infill, redevelopment, and reinvestment within the existing urban core.

    iii. The Plan advances the Comprehensive Plan's Vibrant Urban Center objectives.

    iv. The Plan promotes economic activity and private-sector investment in Downtown Casper.

    v. The Plan is generally consistent with the Future Land Use and redevelopment policies of the Generation Casper (2017) Comprehensive Land Use Plan.

3. The Downtown Hotel Urban Renewal Plan is aiming to facilitate development adjacent to the David Street Station, one of Downtown's premier urban outdoor spaces. Additionally, the site is near the North Platte River location of future recreational options. These two assets fulfill the criteria requiring consideration of the provision of adequate park and recreational areas/facilities.

4. The Downtown Hotel Urban Renewal Plan facilitates private development. The developer plans to cooperate with the City to utilize Tax Increment Financing (TIF) funding.

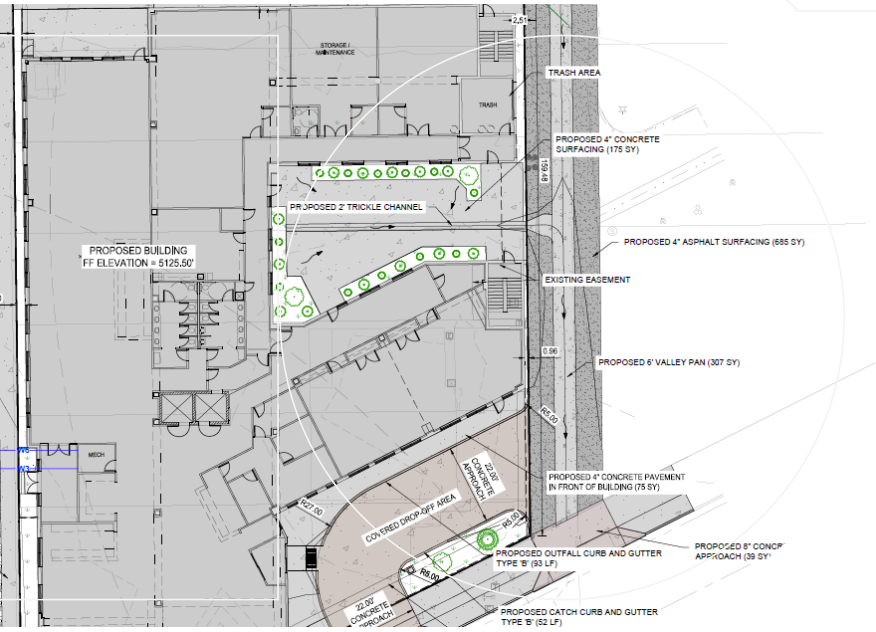
Financial Considerations:
Not Applicable

Council Adopted Goals:
Infrastructure – Adoption of the Urban Renewal Plan will allow for the redevelopment of a blighted area.

Oversight/Project Responsibility:
Community Development Department (Planning Division).

Attachments:
Location Map
Downtown Hotel Urban Renewal Plan

Map of Urban Renewal Boundaries



Downtown Hotel Urban Renewal Plan

City of Casper
Summer 2026
AVI, PC.

ENGINEERING · PLANNING · SURVEYING

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Introduction

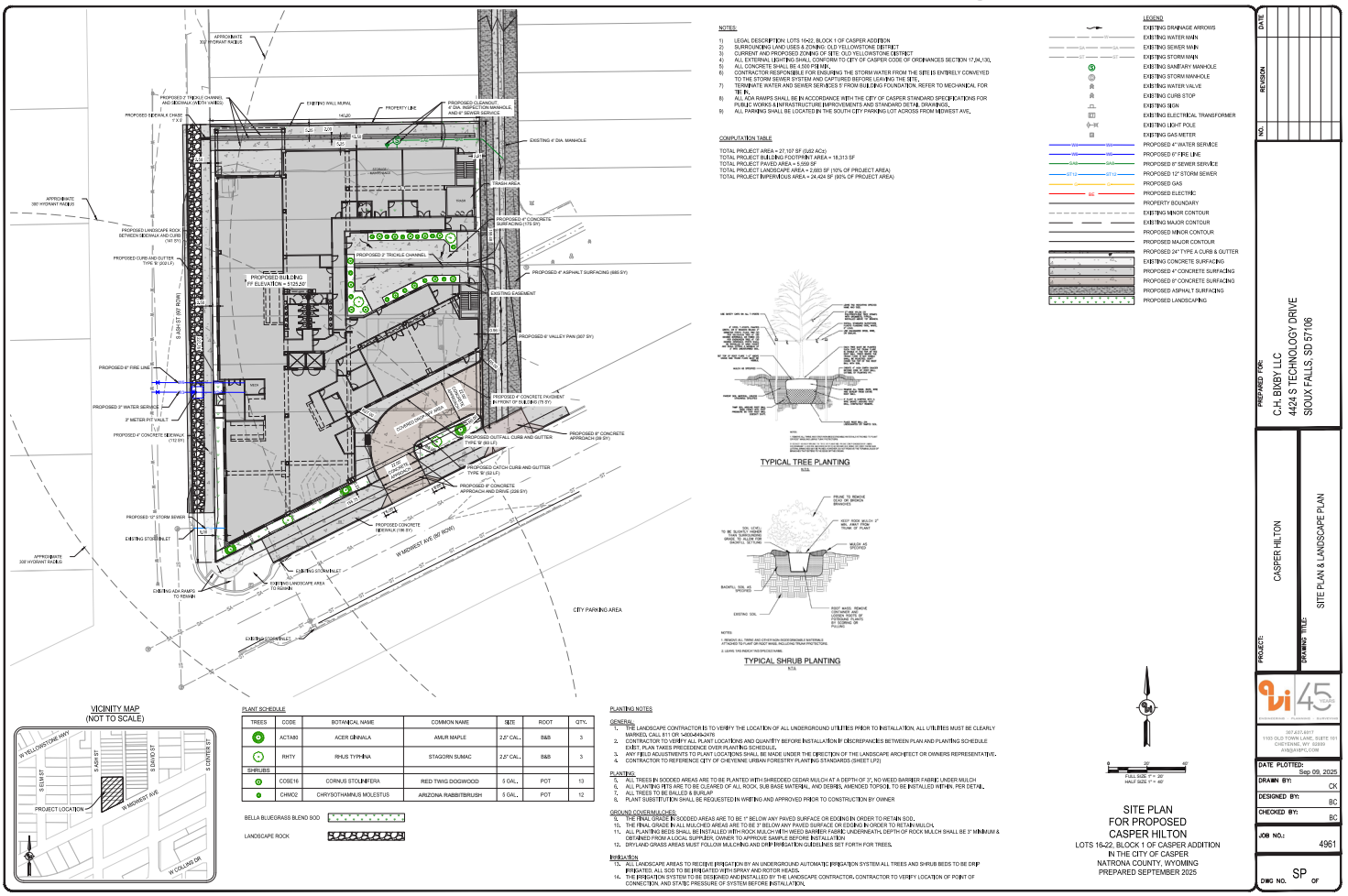
Rendering of Proposed Hotel

The City of Casper adopted Resolution No. 26-101 on May 5, 2026 authorizing the creation and use of powers for the Urban Renewal Agency. This action fulfilled the requirements in Wyoming Statutes §15- 9-106 and §15-9-107 as the Governing Body adopted a resolution declaring one or more slum or blighted areas in the community and that the redevelopment of such areas are necessary for the health, safety, morals or welfare of the community. By completing the previous actions and pursuant to Wyoming Statutes §15-9-106, the City of Casper has completed the prerequisites to exercise the authority conferred by the Wyoming Urban Renewal Code. The initiative resolution included blight within the entire community, thus permitting the City to consider Urban Renewal Plans for the vicinity as outlined in § 15-9-107.

This plan serves to establish the Downtown Hotel Urban Renewal Plan for the City of Casper. The Downtown Hotel Urban Renewal Plan will establish the urban renewal boundaries of the plan area, the conditions of blight identified in the plan area, all authorized urban renewal activities, the plan financing, the term of the plan, the conformance of the urban renewal plan with adopted City of Casper plans, the conformance of the plan with Wyoming Statutes §15-9-110, and the procedures to amend the plan. The Downtown Hotel Urban Renewal Plan will be referred to the City Planning Commission for recommendations. The plan and recommendations will be introduced before the Governing Body for final consideration through Resolution. The creation of the plan and adoption thereof serves to enable and fulfill Wyoming Statutes § 15-9-107 through § 15-9-111, § 15-9-113, § 15-9-115 through § 15-9-116, and § 15-9-119 through § 15-9-132.

The City plans to use tax increment financing (TIF), enabled by Wyoming Statute § 15-9-120, to aid in the completion of these objectives. The plan area includes a downtown property that will contain a variety of improvements anticipated to utilize tax increment financing. The objective of this Urban Renewal Plan is to aid in the completion of a downtown hotel. The tax increment financing tool will be enabled by a development agreement that will follow adoption of this plan.

Proposed Project Overview



Draft Site Plan for Hotel

The impetus for the Urban Renewal Plan is to facilitate the construction of a Hilton Hotel on Lots 16-22, Block 1 of the Casper Addition. The hotel will be five floors with approximately 120 rooms, complete with a restaurant, bar, and meeting space. The proposed hotel has made significant progress with civil and architectural drawings; however, has identified a significant funding gap resulting in the desire for the use of tax increment financing to fund public improvements and bring the project through to fruition. This proposed plan meets several of the objectives identified in the Wyoming Urban Renewal Code; such as the redevelopment of a blighted area by private enterprise, increasing the tax base in a blighted area, and the cooperation and voluntary action of private property owners.

This plan is submitted pursuant to Wyoming State Statutes 15-9-108 which states, “Any person or agency may also submit an urban renewal plan to a municipality.” The plan will be accompanied by a development agreement that outlines the roles and responsibilities of each party and uses of the tax increment financing.

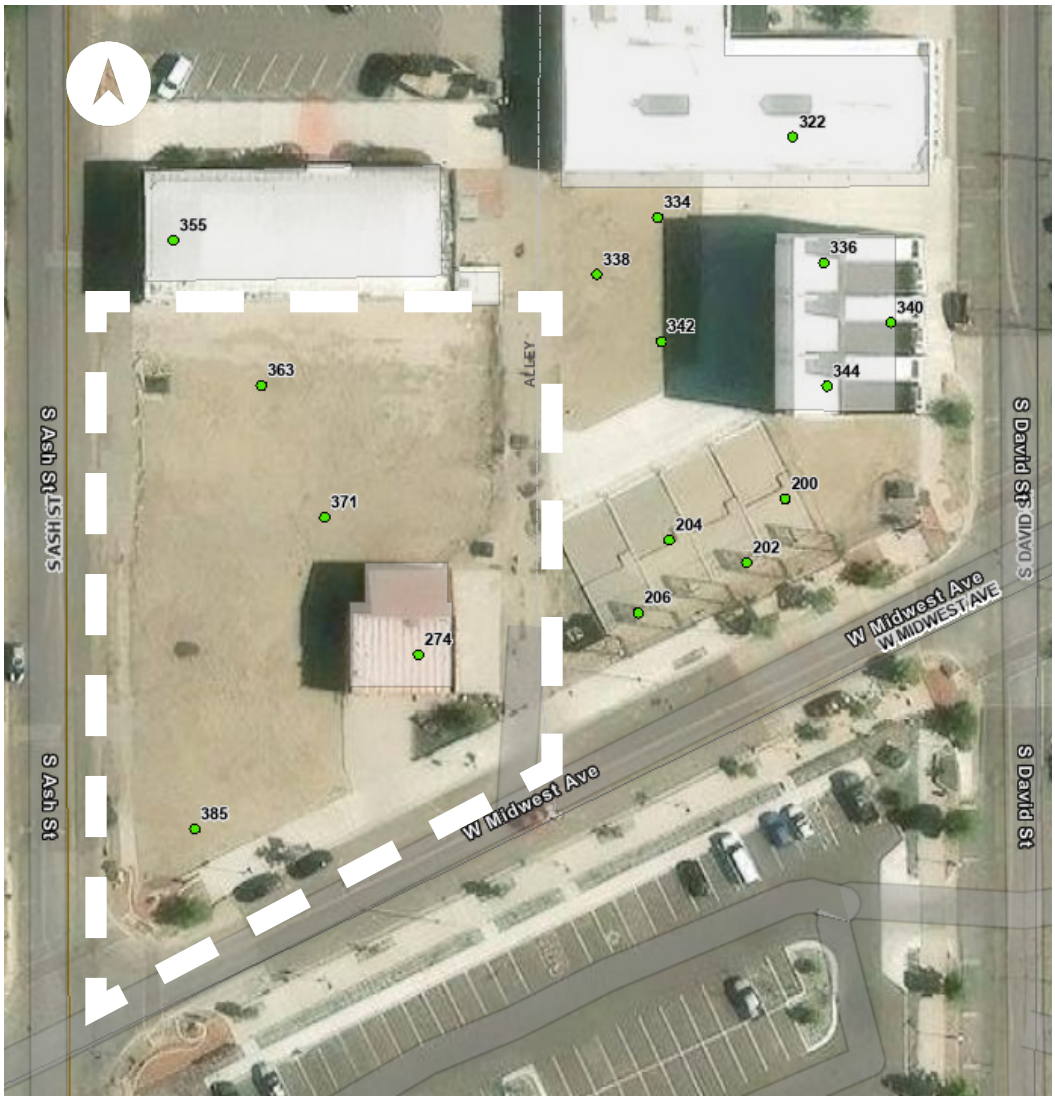
The proposed $26,000,000 hotel investment in downtown Casper represents a significant private-sector commitment to the community and serves as a catalyst for continued downtown revitalization. The project will increase lodging capacity, supporting tourism, business travel, conventions, and regional events while helping retain visitor spending within the local economy. The development will also increase foot traffic for nearby restaurants, retailers, and entertainment venues, strengthening the vitality of the downtown business district. By activating a key downtown site and encouraging additional private investment, the project supports long-term economic growth and reinforce downtown Casper as a regional destination.

Urban Renewal Boundaries

The map below illustrates the boundaries of the Urban Renewal Plan. The legal description of the property includes:

» 16, 17, 18, 19, 20, 21, and 22, Block 1, Casper Addition
» The entirety of all public rights-of-way adjacent to the lots and blocks referenced herein including applicable utilities.

Map of Urban Renewal Boundaries

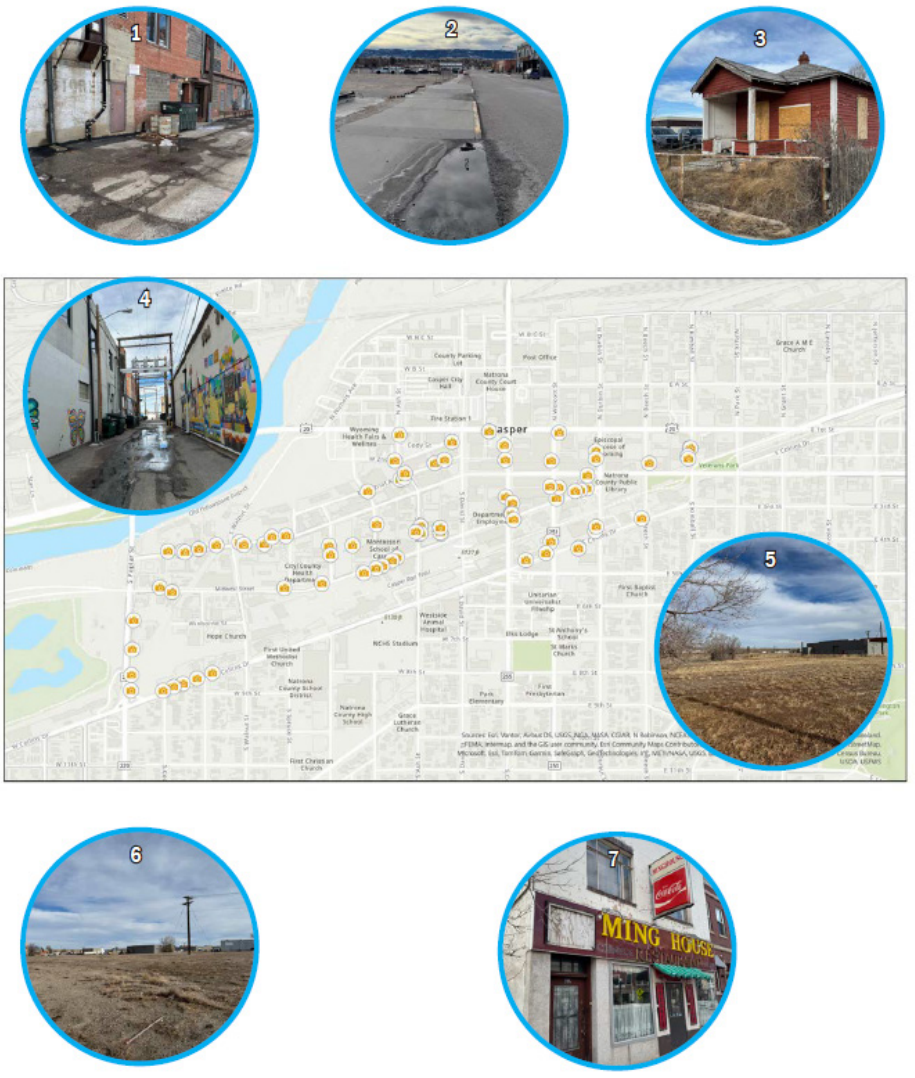


Conditions Survey

The initial resolution identifying blight in Casper states: “the blight study found that blight exists (as defined by Wyoming Statute §15-9-103(iii)) within the boundaries of the City of Casper; an urban renewal plan would afford maximum opportunity for redevelopment by private enterprise (as required by W.S. § 15-9-110(a)), and is consistent with the Generation Casper Comprehensive Plan“ This yields that an Urban Renewal Plan may occur anywhere within the community. Furthermore, the subject property falls within the Downtown Casper study area included in the blight study. An excerpt of the study can be seen below. The downtown overview shows that the area contains:

- ◊ Dilapidation; defective construction; faulty arrangement; or obsolete structures.
- ◊ Deteriorated or deteriorating structures and/or site improvements.
- ◊ The existence of conditions which endanger life or property by fire and other causes, or any combination of those factors.
- ◊ Unsanitary or Unsafe Conditions.
- ◊ Predominance of defective or inadequate street layout.
- ◊ Faulty lot layout in relation to size, adequacy, accessibility or usefulness.
- ◊ Environmental Impairments.

Blight Study Findings



Conformance with Comprehensive Plan

The Downtown Casper Hotel Urban Renewal Plan seeks to provide a development opportunity for the subject property in Downtown Casper. This plan accomplishes the following objectives of Generation Casper (2017), the Casper Comprehensive Plan:

1. Supports the Plan's Core Strategy: Infill, Redevelopment, and Reinvestment

The Comprehensive Plan emphasizes reinvestment in existing areas over outward expansion (p. vi (Key Implementation Strategies – "managing growth, encouraging infill")). The Urban Renewal Plan directly advances this by:

- ◊ Identifying underutilized, vacant, and deteriorating properties across established areas such as Downtown
- ◊ Positioning these areas for Urban Renewal tools (TIF, redevelopment resources, grants) to catalyze reinvestment

This aligns with Comprehensive Plan goals to:

- ◊ Encourage infill development (p. 4-22 (Areas of Change – focus on infill and redevelopment in urban center).
- ◊ Revitalize existing neighborhoods and commercial corridors (VUC2-7, p. 3-10 (adaptive reuse, neighborhood preservation, revitalization), p. 4-22 (redevelopment focus in urban center and corridors))

2. Advances Economic Development and Tax Base Growth

The Comprehensive Plan promotes economic vitality and diversification (p. iv–v (Economic Diversity discussion)). The Plan supports this by:

- ◊ Documenting areas where vacancies and underutilization limit economic productivity, such as Downtown Casper
- ◊ Identifying properties that are currently an economic liability due to lack of reinvestment
- ◊ Providing a framework to unlock private investment through public tools

This directly implements plan objectives to:

- ◊ Strengthen commercial corridors (VUC2, p. 3-10 (Downtown/urban center as economic and commercial focus))
- ◊ Redevelop strategic sites (p. 4-22 (Areas of Change – identification of vacant, under performing, and strategic redevelopment sites))
- ◊ Increase local tax base and economic activity (p. 2-1–2-11 (Economic Development chapter – role of economic activity and diversification))

This Urban Renewal Plan is highly consistent with the Generation Casper Comprehensive Plan, as it advances key community goals related to reinvestment, economic development, and improving commercial areas. By identifying an area where blighted conditions are inhibiting growth, the Plan provides the analytical and statutory foundation necessary to implement urban renewal strategies that promote infill development, improve infrastructure, and enhance overall community vitality.

Authorized Urban Renewal Activities

The conditions identified in the plan area as documented by the initial blight study yield that the property is in need of rehabilitation and that such redevelopment is in the best interest of the public health, safety, morals and welfare of the community. This Urban Renewal Plan proposes the City of Casper use the Urban Renewal powers authorized in Wyoming Statute § 15-9-113 to:

- ◊ improve or construct any street, curb, gutter, and sidewalks in rights-of-way within or adjacent to the subject properties;
- ◊ build adequate street and utility connections;
- ◊ relocate public and/or private utilities;
- ◊ construct other public improvements including stormwater drainage improvements and detention facilities;
- ◊ remediate environmental contamination;
- ◊ demolish structures that have fallen into disrepair and demolish dilapidated buildings; and
- ◊ to the maximum extent possible under Wyoming law and the Wyoming Constitution, facilitate economic development and site beautification; including facade improvements

Upon passage of the Resolution adopting the Downtown Hotel Urban Renewal Plan area, all authorized Urban Renewal activities will be eligible for tax increment financing (TIF) assistance. **The items included above must suffice a public purpose and be approved by the governing body in the final project.**

These photos illustrate the redevelopment of the hotel with renderings of the lobby and restaurant. They show that the Plan will redevelop the property from its current blighted state.

Tax Increment Financing

Upon passage of the Resolution for this Urban Renewal Plan and pursuant to Wyo. Stat. § 15-9-120, the Downtown Hotel Urban Renewal Plan authorizes the use of tax increment financing for the Urban Renewal Plan Area as identified in the Urban Renewal Boundaries. Taxes levied upon the subject taxable property shall be divided as follows when approved in a development agreement (which is verbatim from State Statutes):

a. *That portion of the taxes which would be produced by the rate upon which the tax is levied each year by or for each of the taxing agencies upon the total sum of the assessed value of the taxable property in the urban renewal project as shown upon the assessment roll used in connection with the taxation of the property by the taxing agency, last equalized prior to the effective date of the urban renewal project shall be allocated to and, when collected, paid into the funds of the respective taxing agencies as taxes by or for those taxing agencies on all other property are paid; and*
b. *That portion of the levied taxes each year in excess of the amount specified in paragraph (a) of this section shall be allocated to and, when collected, paid into a special fund of the City of Casper to pay the principal and interest on loaned money advanced to, or any indebtedness (whether funded, refunded, assessed, or otherwise) incurred by the City, unless the total assessed valuation of the taxable property for the aforementioned properties exceeds the total assessed value of the taxable property in the project as shown by the last equalized assessment roll referred to in paragraph (a) of this section, all of the taxes levied and collected upon the taxable property in the urban renewal project shall be paid into the funds of the respective taxing agencies. When any loans, advances and indebtedness, if any, and interest have been paid in full, all monies thereafter received from taxes upon the taxable property in the urban renewal project shall be paid into the funds of the various taxing agencies as taxes on all other property are paid.*

The tax increment will be used to fulfill the purposes of Wyo. Stat. § 15-9-121, which reads:

> *In any urban renewal plan or in proceedings for the advance of monies or making of loans or the incurring of any indebtedness by the municipality or agency to finance or refinance in whole or in part the urban renewal project, the portion of the taxes specified in W.S. 15-9- 120(a)(ii) may be irrevocably pledged for the payment of the principal of and interest on those loans or advances or that indebtedness.*

The City will utilize the TIF to pay principal and interest on loans the City or a designated developer(s) receives for the purposes of carrying out the activities specified in this plan. The time horizon for the specific project is yet to be determined; however the term is typically 20 to 25 years. These activities must achieve a public purpose which will be determined for the final project by the Casper City Council.

Plan Financing

As mentioned in the previous section, the Downtown Hotel Urban Renewal Plan will utilize tax increment financing. The base of all the properties included in the plan boundaries is $3,950, which has been determined by the applicant. This number will be finalized upon passage of the resolution for the Plan. Once the plan is approved the increase in taxes on the properties will be eligible for use by an applicant through a development agreement. Like other Urban Renewal Plans in the State, each project will be required to perform individually, meaning the project will only be able to collect TIF from the increment it creates. This project will estimate its increment in the development agreement phase and required development agreement application that will follow this Plan at City Council.

Proposed Redevelopment Site for the Downtown Hotel

Conformance with Statutory Criteria

In order for an Urban Renewal Plan to be approved the Governing Body must find that the plan meets the review criteria found in Wyoming Statute § 15-9-110(a) and (b). Due to the fact that the Downtown Hotel Urban Renewal Plan does not consist of open space to be acquired by the municipality, the plan will not address the findings of Wyoming Statute § 15-9-110(b). Pursuant to Wyoming Statute § 15-9-110(a), the plan achieves the following requirements:

Criterion	Conformance
i. *A feasible method exists for the relocation of families who will be displaced from the urban renewal area in decent, safe and sanitary dwelling accommodations within their means and without undue hardship to those families;*	The Plan area does not consider displacing any residential properties; therefore, there is no need to consider relocation of families.
ii. *The urban renewal plan conforms to the general plan of the municipality as a whole;*	Generation Casper (2017) is the Comprehensive Plan for the City of Casper. As discussed in the conformance section on page 5, the Downtown Hotel Urban Renewal Plan conforms to the Comprehensive Plan.
iii. *The urban renewal plan 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 plan;*	The Downtown Hotel Urban Renewal Plan is aiming to facilitate development adjacent to the David Street Station, one of Downtown's premier urban outdoor spaces. Additionally, the site is near the North Platte River location of future recreational options. These two assets help fulfill this criterion.
iv. *The urban renewal plan affords maximum opportunity, consistent with the municipality's needs, for the rehabilitation or redevelopment of the urban renewal area by private enterprise.*	The Downtown Hotel Urban Renewal Plan is being drafted to facilitate private development. The developer plans to cooperate with the City to use TIF funding, which will allow the plan vision to come to fruition.

TIF Term and Amendment Procedures

The Term of the Downtown Hotel Urban Renewal Plan is 25 years from the approval of the Resolution by the Governing Body. The Plan shall be effective pursuant to Wyo. Stat. § 15-9-111(b). If the Governing Body deems that the project has been accomplished based on annual financial reports submitted by the Developer to the City of Casper and all debts incurred to finance those project and all expenses of the City have been repaid, the Governing Body may declare this Plan fully implemented and the total tax collections derived from this Plan Area shall be paid into the funds of the appropriate taxing entity.

This Plan may be amended pursuant to Wyo. Stat. § 15-9-111(a). Any modifications to this Plan will be referred to the City of Casper Governing Body and shall be approved by Resolution.

RESOLUTION NO. 26-158

A RESOLUTION ADOPTING THE DOWNTOWN HOTEL URBAN RENEWAL PLAN.

WHEREAS, the governing body of the City of Casper has received an Urban Renewal Plan for Lots 16-22, Block 1 of the Casper Addition, inclusive of the public rights-of-way adjacent to said lots ("Downtown Hotel Urban Renewal Plan"), pursuant to Wyoming State Statutes 15-9-108; and,

WHEREAS, the Downtown Hotel Urban Renewal Plan establishes the boundaries of the plan area, the conditions of blight identified in the blight area, all authorized urban renewal activities, the plan financing, the term of the plan, the conformance of the plan with adopted City of Casper plans, the conformance of the plan with Wyoming Statutes, and the procedures to amend the plan; and,

WHEREAS, the City of Casper Planning and Zoning Commission reviewed the Downtown Hotel Urban Renewal Plan for conformance with Generation Casper (2017) Comprehensive Plan, and passed, after a public hearing, a motion recommending that the City Council adopt the Downtown Hotel Urban Renewal Plan; and,

WHEREAS, the governing body of the City of Casper finds the following, pursuant to Wyoming Statute 15-9-110:

1. The plan area does not consider displacing any residential properties; therefore, there is no need to consider relocation of families.

2. Generation Casper (2017) is the Comprehensive Plan for the City of Casper, and the Downtown Hotel Urban Renewal Plan conforms to the Comprehensive Plan.

3. The Downtown Hotel Urban Renewal Plan is aiming to facilitate development adjacent to the David Street Station, one of Downtown's premier urban outdoor spaces. Additionally, the site is near the North Platte River location of future recreational options. These two assets fulfill the criteria requiring consideration of the provision of adequate park and recreational areas/facilities.

4. The Downtown Hotel Urban Renewal Plan provides maximum opportunity, consistent with the City's needs, for private development in the urban renewal area. The developer plans to cooperate with the City to utilize Tax Increment Financing (TIF) funding.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, this Resolution adopting the Downtown Hotel Urban Renewal Plan.

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

APPROVED AS TO FORM:

Walter Trenerry

CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

Amanda Ainsworth
City Clerk

Ray Pacheco
Mayor

July 8, 2026

MEMO TO: Janine Jordan, City Manager

FROM: Jill Johnson, Financial Services Director

SUBJECT: Engagement Letter with Butler Snow LLP

Meeting Type & Date
Regular Council Meeting
July 21, 2026

Action type
Resolution

Recommendation
That Council, by resolution, approve an engagement letter with Butler Snow LLP to provide disclosure counsel services to assist the City in the issuance of Certificates of Participation (COPs) for transforming the Casper Business Center into the new police facility.

Summary
At the July 29, 2025 work session, Council was provided with a financing option for phase III of transforming the Casper Business Center into the new police facility. During this work session, Council approved moving forward with investigating issuing COPs to fund a $15M shortfall to complete this project. The issuance of the COPs currently has an interest rate which is lower than the City is receiving on their investments making this an attractive option.

COPs issuance as a public offering has a very specific scope of services and the City needs the expertise of an experienced disclosure attorney to assist us through this process. In exploring firms who can provide this service, Ms. Maria Harwood, attorney at Butler Snow was determined to have the expertise needed. Butler Snow LLP has assisted other governments with disclosure and are well-versed in the area of federal securities law and regulation.

The scope of services, as outlined in the engagement letter, include providing advice to the City on the applicable legal standards to be used in preparing the Official Statement and meeting the City's disclosure responsibilities. At the conclusion of the transaction a letter will be delivered stating, substantially, that they have assisted the City in the preparation of the Official Statement, and that in the course of such assistance, nothing has come to the attention of the attorneys in the firm rendering legal services in connection with their representation which leads them to believe that the Official Statement, as of its date (except for the financial statements, other statistical data, statements of opinion (including opinions with respect to the tax-exempt status of the Certificates), statements of trends and forecasts, and information concerning The Depository
Trust Company and its procedures contained in the Official Statement and its Appendices, as

to which no view is expressed), contains any untrue statement of material fact or omits to state any material fact necessary to make the statements in the Official Statement, in light of the circumstances under which made, not misleading. If requested, they will also prepare the Certificate Purchase Agreement on behalf of the City, though this is not normally within the scope of their responsibilities.

Financial Considerations

The City published a request for qualifications for disclosure council firms on 6/20 and 6/27 in the Casper Star Tribune. We had 2 firms respond and the results are as follows:

Butler Snow	$40,000
Kutak Rock	$65,000

Both firms have the qualifications and experience necessary to serve as disclosure council. Staff recommends engaging with Butler Snow LLP based on their best price.

The COPs are expected to be marketed through a public offering. The services rendered will be paid as issuance costs at the time the municipal securities are delivered. If the bonds are not issued, the fee will not be paid.

Oversight/Project Responsibility

Jill Johnson, Financial Services Director

Attachments

Resolution
Engagement Letter Hathaway & Kunz

APPROVAL AS TO FORM

I have reviewed the *Engagement Letter between the City of Casper, Wyoming and Butler Snow, LLP,* and approve it as to form on behalf of the City of Casper, Wyoming.

Dated: 7/14/26

Eric K. Nelson
City Attorney

BUTLER | SNOW

July 8, 2026

City of Casper, Wyoming
200 N David St
Casper, WY 82601
Attn: Jill Johnson, Financial Services Director

RE: Disclosure Counsel for the City's Certificates of Participation, Series 2026

Dear Jill:

We are pleased to confirm our engagement as disclosure counsel to the City of Casper, Wyoming (the "City") in connection with a proposed Certificates of Participation ("Certificates") financing of capital improvements for the City. This letter sets forth the role we propose to serve and the responsibilities we propose to assume as disclosure counsel to the City in connection with this transaction.

Personnel

Maria Prevedel Harwood will be principally responsible for the work performed by Butler Snow LLP on your behalf and she will be assisted by Kim Crawford and Dean Hirt. Where appropriate, certain tasks may be performed by other attorneys or paralegals. At all times, however, Maria will coordinate, review and approve all work completed for the City.

Scope of Employment

It is our understanding that the Certificates will be publicly offered, and that Butler Snow will be retained by the City to act as disclosure counsel to the City in connection with the Official Statement (the "Official Statement") for the public offering of the Certificates.

As your disclosure counsel, we will provide advice to the City on the applicable legal standards to be used in preparing the Official Statement and meeting the City's disclosure responsibilities. At the conclusion of the transaction we will deliver a letter to you stating, substantially, that we have assisted the City in the preparation of the Official Statement, and that in the course of such assistance, nothing has come to the attention of the attorneys in our firm rendering legal services in connection with our representation which leads us to believe that the Official Statement, as of its date (except for the financial statements, other statistical data, statements of opinion (including opinions with respect to the tax-exempt status of the Certificates), statements of trends and forecasts, and information concerning The Depository Trust Company and its procedures contained in the Official Statement and its Appendices, as to which we express no view), contains any untrue statement of material fact or omits to state any material fact necessary to make the statements in the Official Statement, in light of the circumstances under which they were made, not misleading. If requested, we will also prepare

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the Certificate Purchase Agreement on behalf of the City, though this is not normally within the scope of our responsibilities.

Our services are limited to those contracted for explicitly herein; the City's execution of this letter constitutes an acknowledgment of those limitations. Specifically, but without implied limitation, our responsibilities do not include any representation by Butler Snow LLP in connection with any IRS audit, SEC enforcement action or any litigation involving the City or the Certificates, or any other matter. Neither do we assume responsibility for the preparation of any collateral documents (*e.g.*, environmental impact statements) which are to be filed with any state, federal or other regulatory agency. Nor do our services include financial advice (including financial advice about the structure of Certificates) or advice on the investment of funds related to the Certificates. If such services are requested of us, we suggest that we discuss the nature and extent of those services and an estimate of our fee at the time of the request.

Attorney-Client Relationship

In performing our services as disclosure counsel, the City will be our client and an attorney-client relationship will exist between us. We will represent the interests of the City rather than the City Council, its individual members or City officers and employees. We assume that other parties to the transaction will retain such counsel as they deem necessary and appropriate to represent their interests in this transaction.

Conflicts of Interest

Our firm sometimes represents, in other unrelated transactions, certain of the financial institutions that may be involved in this transaction, such as underwriters, credit enhancers, and banks that act as paying agents or trustees. We do not believe that any of these representations will materially limit or adversely affect our ability to represent the City in connection with the Certificates, even though such representations may be characterized as adverse under the Wyoming Rules of Professional Conduct for Attorneys at Law (the "Rules"). In any event, during the term of our engagement hereunder, we will not accept a representation of any of these parties in any matter in which the City is an adverse party. However, pursuant to the Rules, we do ask that you consent to our representation of such parties in transactions that do not directly or indirectly involve the City. Your execution of this letter will signify the City's prospective consent to such representations in matters unrelated to the City while we are serving as disclosure counsel hereunder.

Fee Arrangement

Based upon: (i) our current understanding of the terms, structure, size and schedule of the financing, (ii) the duties we will undertake pursuant to this letter, (iii) the time we anticipate devoting to the financing, and (iv) the responsibilities we assume, we estimate that our fee for this engagement as disclosure counsel to the City will be $40,000. Such fee may vary if material changes in the structure of the financing occur, if unusual or unforeseen circumstances arise which require a significant increase in our time or our responsibilities, or if there is a significant

delay in the financing. If, at any time, we believe that circumstances require an adjustment of our original fee estimate, we will consult with you.

Our fees are generally paid at Closing out of proceeds of the Certificates. We customarily do not submit any statement until the Closing unless there is a substantial delay in completing the financing. We understand and agree that our fees will be paid at Closing out of proceeds. If the financing is not consummated, we understand and agree that we will not be paid.

In addition, this letter authorizes us to incur expenses and make disbursements on behalf of the City, which we will include in our invoice. Disbursement expenses will include such items as travel costs, deliveries and other out-of-pocket costs.

Document Retention

At or within a reasonable period after Closing, we will review the file to determine what materials should be retained as a record of our representation and those that are no longer needed. We will provide you with a copy of the customary transcript of documents after Closing and will return any original documents obtained from you (if a copy is not included in the transcript). Our document retention policy is attached hereto.

Termination of Engagement

Our fees for this engagement contemplate compensation for usual and customary services as disclosure counsel as described above. Upon delivery of the letter as disclosure counsel, our disclosure counsel will terminate with respect to this financing, and our representation of the City and the attorney-client relationship created by this engagement letter will be concluded. Specifically, but without implied limitation, we do not undertake to provide continuing advice to the City or to any other party to the transaction. Many post-issuance events may affect the Certificates, the tax-exempt status of interest on the Certificates, or liabilities of the parties to the transaction. Such subsequent events might include a change in the project to be financed with proceeds, a failure by one of the parties to comply with its contractual obligations (e.g., rebate requirements, continuing disclosure requirements), an IRS audit, an SEC enforcement action, or a change in federal or state law. Should the City seek our advice on a post-closing matter or seek other, additional legal services, we would be happy to discuss the nature and extent of our separate engagement at that time.

Publicity Concerning This Matter

Often matters such as this are of interest to the public. In addition, many clients desire favorable publicity. Therefore, we may publish information on this matter (including but not limited to our firm website) unless you instruct us not to do so. In any event, we will not divulge any non-public information regarding this matter.

Approval

If the other foregoing terms of this engagement are acceptable to you, please so indicate by returning a copy of this letter signed by the officer so authorized, keeping a copy for your files. We appreciate this opportunity to serve as your disclosure counsel in connection with this transaction and look forward to a mutually satisfactory and beneficial relationship.

BUTLER SNOW LLP

By: Marion Hancock

Accepted and Approved:

CITY OF CASPER, WYOMING

By: _____

Title: _____

Date: _____

MPH/jw
Enclosure

NOTICE TO CLIENTS OF BUTLER SNOW'S RECORD RETENTION & DESTRUCTION POLICY FOR CLIENT FILES

Butler Snow maintains its client files electronically. Ordinarily, we do not keep separate paper files. We will scan documents you or others send to us related to your matter to our electronic file for that matter and will ordinarily retain only the electronic version while your matter is pending. **Unless you instruct us otherwise, once such documents have been scanned to our electronic file, we will destroy all paper documents provided to us.** If you send us original documents that need to be maintained as originals while the matter is pending, we ordinarily will scan those to our client file and return the originals to you for safekeeping. Alternatively, you may request that we maintain such originals while the matter is pending. If we agree to do that, we will make appropriate arrangements to maintain those original documents while the matter is pending.

At all times, records and documents in our possession relating to your representation are subject to Butler Snow's Record Retention and Destruction Policy for Client Files. Compliance with this policy is necessary to fulfill the firm's legal and ethical duties and obligations, and to ensure that information and data relating to you and the legal services we provide are maintained in strict confidence at all times during and after the engagement. All client matter files are subject to these policies and procedures.

At your request, at any time during the representation, you may access or receive copies of any records or documents in our possession relating to the legal services being provided to you, excluding certain firm business or accounting records. We reserve the right to retain originals or copies of any such records of documents as needed during the course of the representation.

Unless you instruct us otherwise, once our work on this matter is completed, we will designate your file as a closed file on our system and will apply our document retention policy then in effect to the materials in your closed files. At that time, we ordinarily will return to you any original documents we have maintained in accordance with the preceding paragraph while the matter was pending. Otherwise, we will retain the closed file materials for our benefit and subject to our own policies and procedures concerning file retention and destruction. Accordingly, if you desire copies of any documents (including correspondence, e-mails, pleadings, contracts, agreements, etc.) related to this matter or generated while it was pending, you should request such copies at the time our work on this matter is completed.

You will be notified and given the opportunity to identify and request copies of such items you would like to have sent to you or someone else designated by you. You will have 30 days from the date our notification is sent to you to advise us of any items you would like to receive. You will be billed for the expense of assimilating, copying and transmitting such records. We reserve the right to retain copies of any such items as we deem appropriate or necessary for our use. Any non-public information, records or documents retained by Butler Snow and its

employees will be kept confidential in accordance with applicable rules of professional responsibility.

Any file records and documents or other items not requested within 30 days will become subject to the terms of Butler Snow's Record Retention and Destruction Policy for Client Files and will be subject to final disposition by Butler Snow at its sole discretion. Pursuant to the terms of Butler Snow's Record Retention and Destruction Policy for Client Files, all unnecessary or extraneous items, records or documents may be removed from the file and destroyed. The remainder of the file will be prepared for closing and placed in storage or archived. It will be retained for the period of time established by the policy for files related to this practice area, after which it will be completely destroyed. This includes all records and documents, regardless of format.

While we will use our best efforts to maintain confidentiality and security over all file records and documents placed in storage or archived, to the extent allowed by applicable law, Butler Snow specifically disclaims any responsibility for claimed damages or liability arising from damage or destruction to such records and documents, whether caused by accident; natural disasters such as flood, fire, or wind damage; terrorist attacks; equipment failures; breaches of Butler Snow's network security; or the negligence of third-party providers engaged by our firm to store and retrieve records.

RESOLUTION NO. 26-159_

A RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF CASPER AND BUTLER SNOW LLP, FOR DISCLOSURE COUNCIL FOR THE ISSUANCE OF MUNICIPAL DEBT

WHEREAS, the City of Casper is remodeling the Casper Business Center into the new police facility; and,

WHEREAS, there are multiple phases to complete the project; and,

WHEREAS, the project proposal for phase III is estimated to be $15M which is currently unfunded; and,

WHEREAS, the Casper City Council authorized exploring a Certificates of Participation (COPs) issuance to fund the shortfall; and,

WHEREAS, the City of Casper will require assistance and advice with the issuance of this debt instrument; and,

WHEREAS, Ms. Maria Harwood, an attorney with Butler Snow LLP and the firm of Butler Snow LLP, is a firm with knowledge and experience as disclosure council and has provided a proposal for providing disclosure council services; and,

WHEREAS, the City wishes to engage Ms. Harwood and Butler Snow LLP as disclosure council during the process of certificate issuance.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and City Clerk to attest, an engagement letter between the City of Casper, Wyoming and Butler Snow LLP.

PASSED, APPROVED, AND ADOPTED on this ___ day of _____, 2026.

APPROVED AS TO FORM:

Eric K. Nelson

CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

Amanda Ainsworth
City Clerk

Ray Pacheco
Mayor

June 25, 2026

MEMO TO: Janine Jordan, City Manager

FROM: Jill Johnson, Financial Services Director JJ

SUBJECT: Engagement Letter with Hathaway & Kunz

Meeting Type & Date
Regular Council Meeting
July 21, 2026

Action type
Resolution

Recommendation
That Council, by resolution, approve an engagement letter with Hathaway & Kunz to provide bond counsel services to assist the City in the issuance of Certificates of Participation (COPs) for transforming the Casper Business Center into the new police facility.

Summary
At the July 29, 2025 work session, Council was provided with a financing option for phase III of transforming the Casper Business Center into the new police facility. During this work session, Council approved moving forward with investigating issuing COPs to fund a $15M shortfall to complete this project. The issuance of the COPs currently has an interest rate which is lower than the City is receiving on their investments making this an attractive option.

COPs issuance has a very specific scope of services and the City needs the expertise of an experienced bond attorney to assist us through this process. In exploring firms who can provide this service, Mr. Rick Thompson, partner at Hathaway & Kunz was determined to have the expertise needed. Hathaway and Kunz has assisted other governments in Wyoming with debt issuance. Mr. Thompson is registered with the Wyoming Bar Association and is a Redbook listed bond attorney.

The scope of services, as outlined in the engagement letter, include preparing and reviewing documents necessary for the authorization, issuance and delivery of the COPs and coordinate the authorization and execution of such documents, review legal issues relating to the structure of the lease financing, prepare the site lease, facilities lease, indenture of trust, COPs and other documents and closing certificates necessary for closing of the lease financing transaction, and providing a Bond Council Opinion at the completion of the proceedings.

Financial Considerations

The COPs are expected to be marketed through a public offering. The fee for Hathaway & Kunz to serve as bond counsel will be $55,000 plus out of pocket costs. The services rendered will be paid as issuance costs at the time the municipal securities are delivered. If the bonds are not issued, the fee would be based on a per hour fee not to exceed the cost of $55,000.

Council Adopted Goals

☐ Infrastructure
☒ Fiscal Stability
☐ Communication & Public Education

Oversight/Project Responsibility

Jill Johnson, Financial Services Director

Attachments

Resolution
Engagement Letter Hathaway & Kunz

APPROVAL AS TO FORM

I have reviewed the *Engagement Letter dated June 23, 2026,* between Hathaway & Kunz and the City of Casper, Wyoming, and approve it as to form on behalf of the City of Casper, Wyoming.

Dated: 7/8/2026

Eric K. Nelson
City Attorney

HK Hathaway & Kunz

2515 Warren Ave., Suite 500
P.O. Box 1208
Cheyenne, WY 82003

Rick Thompson, P.C.
Tel: 307.634.7723
Fax: 307.634.0985
Email: rthompson@hkwyolaw.com
www.hkwyolaw.com

June 23, 2026

Sent via email: jjohnson@casperwy.gov

City of Casper, Wyoming
200 N. David St.
Casper, WY 82601
Attn: Jill Johnson, Director of Financial Services

Re: City of Casper, Wyoming
Certificates of Participation, Series 2026

Dear Jill:

The purpose of this engagement letter is to set forth certain matters concerning the services we will perform as bond counsel to the City of Casper, Wyoming (the "City"), in connection with a lease financing transaction in the amount of approximately $15,000,000 to finance a portion of the cost of constructing, renovating and equipping a building owned by the City (the "Property") to be used by the City for the operations of the police department.

To facilitate this financing we propose to have the City enter into a site lease of the property with a corporate trustee. The trustee will lease back its interest in the Property to the City under a facilities lease (the "Lease"), which will be subject to annual renewal by the City. The City will need to make annual appropriations each year to fund the rental payments due. The trustee will sell beneficial interests in the Lease to the purchasers through Certificates of Participation ("COPs") in the Lease and provide the money to the City to construct, improve and equip the Property (the "Project"). The rental payments received by the trustee will be paid to the holders of the COPs.

In order to complete this transaction, we will need to be provided with a legal description of the real property to be leased. We will also need to be provided with a current commitment for a leasehold title insurance policy, and a final title insurance policy following closing of the COPs, for the leasehold interest. The title commitment must show that the Property is owned by the City and is not subject to any prior liens, encumbrances or leases.

As bond counsel to the City, we will perform the following duties:

(1) Prepare and review documents necessary or appropriate for the authorization, issuance and delivery of the COPs and coordinate the authorization and execution of such documents.

(2) Review legal issues relating to the structure of the lease financing.

(3) Prepare the site lease, facilities lease, indenture of trust, COPs and other documents and closing certificates necessary for the closing of the lease financing transaction (the "Closing").

(4) Subject to the completion of proceedings to our satisfaction, render our legal opinion (the "Bond Counsel Opinion") regarding the validity and binding effect of the COPs, the source of payment of the COPs, and the excludability of interest on the COPs from gross income for federal income tax purposes. Our Bond Counsel Opinion will be delivered by us at the Closing.

Our Bond Counsel Opinion will be based on facts and law existing as of its date. In rendering our Bond Counsel Opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the City with applicable laws relating to the leases. During the course of this engagement, we will rely on you to provide us with complete and timely information on all developments pertaining to any aspect of the project and the leases. In rending our Bond Counsel Opinion, we will expressly rely upon an opinion of the City's attorney regarding such matters as the organization and existence of the City, the compliance with laws and requirements in the adoption of the resolution of the City Council authorizing the execution of the leases (the "Authorizing Resolution"), the authorization, execution and delivery by the City of the leases and the documents necessary for the Closing of the transaction (the "Closing Documents"), the enforceability of the leases and the Closing Documents, and that no litigation exists or is threatened against the City regarding the adoption of the Authorizing Resolution or the authorization, execution, delivery or performance of the leases, and such other matters as may be necessary to render our Bond Counsel Opinion.

Our duties in this engagement are limited to those expressly set forth above. Among other things, our duties do not include:

(a) Preparing requests for tax rulings from the Internal Revenue Service, or no action letters from the Securities and Exchange Commission.

(b) Preparing blue sky or investment surveys with respect to the transaction.

(c) Drafting State constitution or legislative amendments.

(d) Pursuing test cases or other litigation.

(e) Making an investigation or expressing any view as to the creditworthiness of the City, the Lease, or the COPs.

(g) Representing the City in Internal Revenue Service examinations or inquiries, or Securities and Exchange Commission investigations.

(h) After Closing, providing continuing advice to the City or any other party concerning any actions necessary to assure that the interest on the COPs will continue to be excludable from gross income for federal income tax purposes.

(j) Addressing any other matter not specifically set forth above that is not required to render our Bond Counsel Opinion.

We understand that the COPs will be sold through a negotiated sale following a public offering. We understand that the City has or will be retaining disclosure counsel to prepare the official statement or other offering documents for the COPs as well as the continuing disclosure agreements.

The City will be our client and an attorney-client relationship will exist between us. We assume that all parties involved in this transaction will retain such counsel as they deem necessary and appropriate to represent their interests in this transaction with respect to matters outside our representation. We further assume that all other parties understand that in this transaction we represent only the City, we are not counsel to any other party, and we are not acting as an intermediary among the parties. Our services as bond counsel are limited to those contracted for in this letter; the City's acceptance of this engagement letter will constitute an acknowledgement of those limitations. Our representation of the City will not affect, however, our responsibility to render an objective Bond Counsel Opinion.

Our representation of the City and the attorney-client relationship created by this engagement letter will be concluded upon the Closing. Nevertheless, subsequent to Closing, we will mail the appropriate Internal Revenue Service Form 8038-G, prepare and distribute to the participants in the transaction a transcript of the proceedings pertaining to the COPs.

Based upon: (i) the current terms, structure, size and schedule of the COPs; (ii) the duties we will undertake pursuant to this engagement letter; (iii) the time we anticipate devoting to the financing; and (iv) the responsibilities we will assume in connection therewith, our fee to act as bond counsel to the City for this transaction will be $55,000 plus our out-of-pocket costs. Our fees may vary: (a) if the principal amount of the COPs actually issued differs significantly from the amount stated above; (b) if material changes in the structure or schedule of the financing occur; or (c) if unusual or unforeseen circumstances arise which require a significant increase in our time or responsibility. If, at any time, we believe that circumstances require an adjustment of our original fee quote, we will advise you and provide you with an amendment to this engagement letter. In addition, we will expect to be reimbursed for all client costs and charges made or incurred on your behalf, such as travel and lodging costs, mileage at the I.R.S. rate, photocopying, postage, courier

charges and other delivery expenses, recording fees, computer-assisted research and other expenses. Our fees are usually paid at the Closing, and we customarily do not submit any statement until the Closing unless there is a substantial delay in completing the financing. If this transaction is not closed within six months of the date of this engagement letter, we reserve the right to present for payment an interim statement. We may submit an additional statement for client costs following the Closing. We may contract with another law firm to assist us with bond counsel services or tax advice, and if we do, the fees set forth in this letter will cover the services of both firms.

If, for any reason, the lease financing is not consummated or is completed without the delivery of our Bond Counsel Opinion as bond counsel, or our services are otherwise terminated, we will expect to be compensated at our normal hourly rates for time actually spent on your behalf, plus expenses, as described above, provided however that the hourly billed fees shall not exceed the bond counsel fixed fee quoted above. Our hourly rates are $550 for partners, $375 for associates and $125 for legal assistants.

(Remainder of page left intentionally blank; signature page follows)

Hathaway & Kunz

If the foregoing terms are acceptable to you, please sign a copy of this engagement letter and return it to us. We look forward to working with you to complete this financing transaction.

Very truly yours,

HATHAWAY & KUNZ, LLP

Rick Thompson

Rick A. Thompson

RT/
Cc: Eric Nelson, City Attorney
enelson@casperwy.gov

Accepted By:

CITY OF CASPER, WYOMING

By:_____

Name printed:_____

Title:_____

Date:_____

RESOLUTION NO. 26-160 _

A RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF CASPER AND HATHAWAY & KUNZ, FOR BOND COUNCIL FOR THE ISSUANCE OF MUNICIPAL DEBT

WHEREAS, the City of Casper is remodeling the Casper Business Center into the new police facility; and,

WHEREAS, there are multiple phases to complete the project; and,

WHEREAS, the project proposal for phase III is estimated to be $15M which is currently unfunded; and,

WHEREAS, the Casper City Council authorized exploring a Certificates of Participation (COPs) issuance to fund the shortfall; and,

WHEREAS, the City of Casper will require assistance and advice with the issuance of this debt instrument; and,

WHEREAS, Mr. Rick Thompson, a partner with Hathaway & Kunz is a member of the Wyoming Bar Association and the firm of Hathaway & Kunz is a red book listed bond firm with knowledge and experience and has provided a proposal for providing bond council services; and,

WHEREAS, the City wishes to engage Mr. Rick Thompson and Hathaway & Kunz as bond council during the process of certificate issuance.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and City Clerk to attest, an engagement letter between the City of Casper, Wyoming and Hathaway & Kunz.

PASSED, APPROVED, AND ADOPTED on this ___ day of _____, 2026.

APPROVED AS TO FORM:

Eric K. Nelson

CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

Amanda Ainsworth
City Clerk

Ray Pacheco
Mayor

June 24, 2026

MEMO TO: Janine Jordan, City Manager

FROM: Jacob Black, Fire Chief
Jason Speiser, Deputy Chief

SUBJECT: Authorize a Contract with Kinsco LLC for Fire-EMS Department Uniform Services in the Amount of $95,000 annually for up to 5 years.

Meeting Type & Date
Regular Council Meeting
July 21, 2026

Action Type
Resolution

Recommendation
That Council, by resolution, authorize a Contract for Professional Services with Kinsco LLC to provide uniform services for the City of Casper Fire-EMS Department in an amount not to exceed $95,000 annually and $475,000 over the maximum five-year term.

Summary
The City of Casper Fire-EMS Department requires a vendor to provide station uniforms, including ordering, customization, management, and distribution services, and Kinsco LLC has demonstrated its ability to provide these services. The proposed Contract for Professional Services establishes the terms and conditions for uniform services, including an initial term through July 1, 2027, with automatic annual renewals for up to five years unless terminated in accordance with the contract.

Financial Considerations
The contract establishes compensation not to exceed $95,000 annually and $475,000 over the maximum five-year term.

Council Adopted Goals
- ☐ Infrastructure
- ☒ Fiscal Stability
- ☐ Communication & Public Education

Oversight/Project Responsibility
Deputy Chief Speiser

Attachments
Contract
Resolution

CONTRACT FOR PROFESSIONAL SERVICES

PART I - AGREEMENT

This Contract for Professional Services ("Contract") is entered into on this _____day of _____, 2026, by and between the following parties:

1. The City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 ("City").

2. Kinsco LLC, 1456 Skyway Drive, Longmont, Colorado 80504 ("Contractor").

Throughout this document, the City and the Contractor may be collectively referred to as the "parties."

RECITALS

A. The City is undertaking a project to secure a vendor to supply fire department station uniforms for personnel of the Casper Fire-EMS Department.

B. The project requires professional services for the ordering, customization, management, and distribution of fire department uniforms on an annual basis.

C. The Contractor represents that it is ready, willing, and able to provide the professional services to the City as required by this Contract.

D. The City desires to retain the Contractor for such services.

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein to be performed, the parties agree as follows:

1. SCOPE OF SERVICES:

The Contractor shall perform the following services in connection with and respecting the project:

1) Pre-Production

a) Contractor will contact all outlined vendors in the bid proposal to develop a supply-chain program to ensure product availability for the entirety of the Contract perimeters. This will include developing standard lead times for delivery of product,

embroidery and screen print specifications, timetables, and shipping methods.

b) Contractor will quickly move to begin to lock down supply chain products and implement needed procedures to achieve the end goal of the program and have products in a timely manner that is outlined within the bid proposal and other deadlines agreed upon.

2) Vendor Samples

Contractor will work with the Casper Fire-EMS Department at the onset of the process to identify any and all pieces of the clothing inventory that will need to be evaluated as final samples. Contractor will expedite any and all products to the Department for evaluation. This could be handled through a shipment of said products or an in-person meeting (pending on current restrictions). Once, the evaluation is complete and products are accepted, Contractor will move to next phase.

3) Initial and Follow-up Orders

a) Based on estimates as outlined in the proposal, Contractor will use these as guidelines to develop an inventory that is approximately 30 percent of overall volume for each of the stock-sized uniforms. This will be done to include a selection of sizes to be able to fulfill orders within those that do not need custom finishing. For custom-sized uniforms, Contractor will work with the particular vendor to build an agreed upon timeline between all parties. This will allow Contractor to meet the goals of the ordering structure and achieve a more timely flow of products to the Casper Fire-EMS Department.

b) After the initial order, Contractor will continue to back stock all of the stock-sized uniforms products, on a monthly basis to carry an acceptable supply on premise of each of the items, to handle any standard or rush orders. These numbers will be based on meeting the yearly clothing purchases of the individual employees of the Casper Fire-EMS Department. Contractor will work closely with the Casper Fire-EMS Department Purchasing Representative to develop minimum desired quantity levels.

4) Turn-around Time

Contractor shall be able to fill and deliver such order request at 75% complete within 60 days from date of order. Any delays in the order, embellishments, and shipping will be discussed directly with the Purchasing Representative with the Casper

Fire-EMS Department with one of the following members of the Contractor team - Managing Partner, Sales & Marketing Director, or General Manager. Updates will be provided on all projects.

5) ***Customer Support***

a) Contractor shall have available multiple ways to be reached for customer support. Contractor will have a staff member available daily on the week days from 9 am to 5 pm MT, and on Saturday from 9 am to 2 pm MT, to expedite any questions.

b) Contractor shall develop a web-based purchasing system, which will allow the Casper Fire-EMS Department to have a dedicated page that is user and password protected, and allow for seamless ordering. This will include individual spending accounts for each of the Casper Fire-EMS Department staff, which will track and have current spending totals. It will also allow for shipment to the staff's individual station location, and administratively, the ability to view inventory status, purchasing history, shipment tracking, and uniform care and guidelines. The online system will have available all uniform garments and accessories as outlined in the proposal. The launch of the on-line program can be scheduled to go live at the same time as the awarding of this project.

6) ***Back Order Items***

In case a manufacturer is not fulfilling orders in a timely manner, Contractor will have an open discussion with the Purchasing Representatives on ways to meet needed deadlines. Steps that Contractor shall take include not process invoices until order is complete, offer to partial ship available parts of the order, have open conversation on ways to continue forward, and evaluate the timeframe of the backorder against the end need.

7) ***Delivery***

Contractor will use FedEx ground to ship all products with a normal ship time of 1-2 days. All shipments will be drop shipped to one of the six addresses provided, and each shipment will include a tracking verification that will allow for secure delivery of each package and the ability to manage shipments. Each box delivered will contain a packing slip detailing items contained within the shipment. Each order will be individually packaged per employee name with a copy of the order form included with each order. Shipments will be

sent on a weekly basis on a pre-determined schedule with the Purchasing Representative of Casper Fire-EMS Department.

8) Additions/Deletions

Contractor will work with the Casper Fire-EMS Department during the term of the Contract and afford the right to make product changes that result in additions, deletions, or revisions. All changes to fabric, material, design, construction, specifications and pricing must be agreed upon in writing by all parties prior to implementation.

9) Conflicts/Complaints

Contractor will work closely with the Purchasing Representative to resolve any issues that arise. Contractor will take corrective steps to remedy the issue.
Contractor will take all information and record details of the complaint. Based on this information, Contractor will discuss all available options for fixing the problem. Once a solution is reached, Contractor will expedite the order and set deadlines to meet the request. After product has been delivered, Contractor will follow-up to confirm the complaint has been corrected.

10) Logo and Screen Print Requirements

To assure that all logos meet the requirements of the Casper Fire-EMS Departments, swatch samples of each of the embroidered and screen print logo will be made available prior to the initial order to confirm correct color match and key identifiers are clear and meet the set guidelines. Contractor will provide updated swatch samples to the Casper Fire-EMS Department when requested.

11) Warranty

Contractor warrants to the Casper Fire-EMS Department, as its original end-user customer, its products will be free from defects in materials and workmanship, for one year from the date of original purchase.

The warranty does not cover, and Contractor shall have no obligation or liability with respect to, any damage or problems resulting from:

i) Normal wear and tear. Cuts, abrasions, or damage resulting from anything other than normal and ordinary use of the product.

ii) Damage caused by chemical or other foreign contamination.

iii) Alterations, modifications or repair work performed by anyone other than Contractor.

iv) Failure to adequately maintain product, including proper cleaning.

12) Sales Tax Exemption

Contractor acknowledges that all products purchased within the parameters of the proposal and any other additional items that Casper Fire-EMS Department include in the future, will be marked as tax exempt per the State of Wyoming guidelines. Contractor will also send the Casper Fire-EMS Department and the City of Casper its tax license information for record purposes.

13) Management Reports

Contractor will produce a management report for Casper Fire-EMS Administrative Support Services Chief Jason Speiser, that will allow for review of orders, including items, sizes and quantities ordered, quantities back ordered, total expenditures, shipments, order accuracy rate, order fill rate, shipment information, return orders, and any other information that parties deem necessary. This report will be issued on a quarterly, semi-annually and/or annual basis.

14) See Attachment B for Bid Specifications

15) See Attachment A for Per Unit Pricing from RFP.

2. TIME OF PERFORMANCE:

The Contractor's services shall begin on the date of execution of this Contract and continue through July 1, 2027. Following that term, the Contract will automatically renew annually on July 1st for up to five (5) years from the commencement date, unless either party provides written notice of cancellation.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Contractor shall be compensated for services performed in accordance with paragraph 1, as follows:

- Annual compensation shall not exceed Ninety-Five Thousand Dollars ($95,000) per year.
- Total compensation shall not exceed Four Hundred Seventy-Five Thousand Dollars ($475,000) over five (5) years.

Invoices shall be submitted periodically (no more frequently than monthly) and paid in accordance with approved services and City procedures.

4. METHOD OF PAYMENT:

Payment will be made following completion of the terms set forth herein and receipt of an itemized invoice, certified under penalty of perjury, from the Contractor for services rendered in conformance with the Contract, and following approval by the Casper City Council. The invoice for payment must specify the correct amount due; that the Contractor has performed the services rendered under this Contract, in conformance with the Contract, and that it is entitled to receive the amount requested under the terms of the Contract.

If amounts owed by the Contractor to the City for any goods, services, licenses, permits or any other items or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to the Contractor pursuant to this Contract.

5. TERMS AND CONDITIONS:

This Contract is subject to and incorporates the provisions attached hereto as PART II -- GENERAL TERMS AND CONDITIONS.

6. EXTENT OF CONTRACT:

This Contract represents the entire and integrated Agreement between the City and the Contractor, and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended only by written instrument signed by both the City's and the Contractor's authorized representatives.

The City and the Contractor each individually represent that they have the requisite authority to execute this Contract and perform the services described in this Contract.

IN WITNESS WHEREOF, the undersigned duly authorized representatives of the parties have executed this Contract as of the day and year above.

[Signature Pages Follow]

Signature Page for the City

APPROVED AS TO FORM

CITY OF CASPER, WYOMING
A Municipal Corporation

Ray Pacheco
Mayor

ATTEST

Amanda Ainsworth
City Clerk

Signature Page for the Contractor

WITNESS

By: Kim Dorman

Printed Name: Kim Dorman

Title: General manager

CONTRACTOR

By: [signature]

Printed Name: John Miller

Title: Sales + Marketing Manager

CONTRACT FOR PROFESSIONAL SERVICES

PART II - GENERAL TERMS AND CONDITIONS

1. TERMINATION OF CONTRACT:

1.1 The City may terminate this Contract anytime by providing thirty (30) days written notice to the Contractor of intent to terminate said Contract. In such event, all finished or unfinished documents, data, studies and reports prepared by the Contractor under this Contract shall, at the option of the City, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

1.2 Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City, by virtue of termination of the Contract by the Contractor, or any breach of the Contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the City from the Contractor are determined.

2. CHANGES:

The City may, from time to time, request changes in the scope of the services of the Contract. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon between the City and the Contractor, shall be incorporated in written amendments to this Contract.

3. ASSIGNABILITY:

The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City: provided, however, that claims for money due or to become due to the Contractor from the City under this Contract may be assigned to a bank, trust company, or other financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer shall be furnished to the City within five (5) business days of any assignment or transfer.

4. AUDIT:

The City and its representatives shall have access and obtain at its discretion, copies to any books, documents, papers, electronic data and records of the Contractor, which are pertinent to this Contract. The Contractor shall immediately, upon receiving written instruction from the City, provide to any independent auditor or accountant all books, documents, papers, electronic data and recordings of the Contractor which are pertinent to

this Contract. The Contractor shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the City.

5. EQUAL EMPLOYMENT OPPORTUNITY:

In carrying out the program, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, or disability. Such action shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices required by the government setting forth the provisions of this nondiscrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability.

6. OWNER OF PROJECT MATERIALS:

All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, and reports prepared by the Contractor under this Contract shall be considered the property of the City, and upon completion of the services to be performed, or termination of this Contract, they will be turned over to the City provided that, in any case, the Contractor may, at no additional expense to the City, make and retain such additional copies thereof as the Contractor desires for its own use; and provided further, that in no event may any of the documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, or other reports retained by the Contractor be released to any person, agency, corporation, or organization without the written consent of the City.

7. FINDINGS CONFIDENTIAL:

All reports, information, data, etc., given to or prepared, or assembled by the Contractor under this Contract are confidential and shall not be made available to any individual or organization by the Contractor without the prior written consent of the City.

8. CHOICE OF FORUM AND STATUTE OF LIMITATIONS:

Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation or proceeding only in the courts of the State of Wyoming sitting in Casper, Wyoming. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other

jurisdictions by suit on the judgment or in any other manner provided by law. To the extent allowable, Wyoming's statute of limitations also applies.

9. GOVERNING LAW:

This Contract, including all exhibits, schedules, attachments, and appendices attached hereto, and all matters arising out of or relating to this Contract, are governed by, and construed in accordance with, the laws of the State of Wyoming, United States of America, without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Wyoming.

10. PERSONNEL:

The Contractor represents that it has, or will secure, all personnel required in performing the services under this Contract. Such personnel shall not be employees of the City. All of the services required shall be performed by the Contractor, or under its supervision, and all personnel engaged in the work shall be fully qualified. All personnel employed by the Contractor shall be employed in conformity with applicable local, state or federal laws.

11. SUBCONTRACTOR:

The Contractor shall not employ any subcontractor to perform any services in the scope of this project, unless the subcontractor is approved in writing by the City. Any approved subcontractor shall be paid by the Contractor.

12. INSURANCE AND INDEMNIFICATION:

A. **Prior to** the commencement of work, the Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its subcontractors, agents, representatives, or employees.

B. Minimum Scope and limit of Insurance.

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than the sum of One Million Dollars ($1,000,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Two Million Dollars ($2,000,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the

general aggregate limit shall be twice the required occurrence limit). The CGL policy shall be endorsed to contain Employers Liability/Stop Gap Coverage

2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), or if the Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than Five Hundred Thousand ($500,000) per accident for bodily injury and property damage.

3. Workers' Compensation: as required by the State of Wyoming with Statutory Limits.

4. Professional Liability (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limit no less than the sum of Two Million Dollars ($2,000,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Two Million Dollars ($2,000,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location.

C. *Higher Limits.* If the Contractor maintains broader coverage and/or higher limits than required under this Agreement, then the City shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

D. *Other Insurance Provisions*

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. *Additional Insured Status*
   The City, its officers, elected and appointed officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38 and CG 20 37 forms if later revisions used).

2. *Primary Coverage*
   For any claims related to this Contract, the Contractor's insurance coverage shall be primary and non-contributory insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Contractor as respects the City, its officers, elected and appointed officials, employees, agents and volunteers.

3. *Notice of Cancellation*
   Each insurance policy required above shall state that coverage shall not be canceled, materially changed, or reduced, except with notice to the City. Such notice to the City shall be provided in a commercially reasonable time.

4. *Waiver of Subrogation*
   The Contractor hereby grants to the City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. The Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

5. *Deductibles and Self-Insured Retentions*
   The Contractor has two options regarding deductibles and self-insured retentions:

   a. Option 1: Any deductibles or self-insured retentions must be declared to and approved by the City. Unless otherwise approved by the City in writing, any deductible may not exceed Ten Thousand Dollars ($10,000). Unless otherwise approved in writing by the City, self-insured retentions may not exceed Ten Thousand Dollars ($10,000), and the City may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

   b. Option 2: The Contractor shall carry insurance with terms that require its insurance company to pay the full value of a covered claim from the first dollar of coverage, even if the Contractor is unable to pay any deductible or self-insured retention amount(s) required by the insurance policy. The Contractor shall provide a written endorsement from its insurance carrier that such insurance coverage is in place, and shall keep such coverage in place during the term of this Contract and any subsequent time period required for claims made policies.

6. *Acceptability of Insurers*
   Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise agreed to in writing by the City.

7. *Claims Made Policies*
   If any of the required policies provide coverage on a claims-made basis:

a. The Retroactive Date must be shown and must be before the date of the Contract or the beginning of Contract work.
b. Insurance must be maintained and evidence of insurance must be provided *for at least five (5) years after completion of the contract of work.* However, the Contractor's liabilities under this Contract shall not be deemed limited in any way by the insurance coverage required.
c. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the Contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of *five (5)* years after completion of contract work and at all times thereafter until the applicable statute of limitations runs.

8. *Verification of Coverage*
The Contractor shall furnish the City with original certificates of insurance including all required amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to the City before work begins. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

9. *Subcontractors*
The Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and the Contractor shall ensure that the City is an additional insured on insurance required from subcontractors.

10. *Special Risks or Circumstances*
The City reserves the right to reasonably modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

E. The Contractor agrees to indemnify the City, the City's employees, elected officials, appointed officials, agents, and volunteers, and all additional insured and hold them harmless from all liability for damages to property or injury to or death to persons, including all reasonable costs, expenses, and attorney's fees incurred related thereto, to the extent arising from negligence, fault or willful and wanton conduct of the Contractor and any subcontractor thereof.

13. LIMITATION OF LIABILITY:

In no event shall the City, the City's employees, elected officials, appointed officials, or agents be liable under this Contract to the Contractor or any third party for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages or lost profits or revenues, or diminution in value, arising out of, relating to, or in connection with any breach of this Contract, regardless of (a) whether such damages were foreseeable (b) whether or not the Contractor was advised of the possibility of such damages and (c) the legal or equitable theory (contract, tort, or otherwise) upon which the claim is based.

14. INTENT:

The Contractor represents that it has read and agrees to the terms of this Contract and further agrees that it is the intent of the parties that the Contractor shall perform all of the services for the compensation set forth in this Contract. The Contractor also agrees that it is the specific intent of the parties, and a material condition of this Contract, that it shall not be entitled to compensation for other services rendered unless specifically authorized by the City by Resolution of its governing body. The Contractor agrees that it has carefully examined the Scope of Services, and that the compensation is adequate for performance of this Contract.

15. WYOMING GOVERNMENTAL CLAIMS ACT:

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

16. NO THIRD PARTY BENEFICIARY RIGHTS:

The parties to this Contract do not intend to create in any other individual or entity the status of third-party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties and obligations contained in this Contract shall operate only between the parties to this Contract, and shall inure solely to the benefit of the parties to this Contract. The parties to this Contract intend and expressly agree that only parties signatory to this Contract shall have any legal or equitable right to seek to enforce this Contract, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Contract, or to bring an action for the breach of this Contract.

17. FORCE MAJEURE:

Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, pandemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if

the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.

18. ELECTRONIC SIGNATURES:

The parties understand and agree that they have the right to execute this Contract through paper or through electronic signature technology, which is in compliance with Wyoming and federal law governing electronic signatures. The parties agree that to the extent they sign electronically, their electronic signature is the legally binding equivalent to their handwritten signature. Whenever they execute an electronic signature, it has the same validity and meaning as their handwritten signature. They will not, at any time in the future, repudiate the meaning of their electronic signature or claim that their electronic signature is not legally binding. They agree not to object to the admissibility of this Contract as an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the grounds that it is an electronic record or electronic signature or that it is not in its original form or is not an original. Each party will immediately request that their electronic signature be revoked in writing if they discover or suspect that it has been or is in danger of being lost, disclosed, compromised or subjected to unauthorized use in any way. If either party would like a paper copy of this Contract, they may request a copy from the other party, and the other party shall provide it.

RESOLUTION NO. 26-161

A RESOLUTION AUTHORIZING A CONTRACT WITH KINSCO LLC, TO SUPPLY THE CITY OF CASPER FIRE-EMS DEPARTMENT WITH UNIFORM SERVICES IN THE AMOUNT OF $475,000 FOR FIVE YEARS

WHEREAS, the City of Casper Fire-EMS Department requires a vendor to provide fire department station uniforms, including ordering, customization, management, and distribution services; and,

WHEREAS, Kinsco LLC, has submitted a proposal and demonstrated its ability to provide such services; and,

WHEREAS, the parties have negotiated a Contract for Professional Services establishing the terms and conditions under which Kinsco LLC, will provide such services; and,

WHEREAS, the Contract provides for an initial term through July 1, 2027, with automatic annual renewals for up to five (5) years unless terminated in accordance with the Contract; and,

WHEREAS, the Contract establishes compensation not to exceed $95,000 annually and $475,000 over the maximum five-year term, subject to appropriation of funds.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a Contract for Professional Services between the City of Casper and Kinsco LLC, in the amount of four hundred seventy-five thousand dollars ($475,000).

PASSED, APPROVED, AND ADOPTED on this __ day of _____, 2026.

APPROVED AS TO FORM:

CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

Amanda Ainsworth
City Clerk

Ray Pacheco
Mayor

July 10, 2026

MEMO TO: Janine Jordan, City Manager

FROM: Liz Becher, Community Development Director
Vern Tystad, Transit Manager

SUBJECT: Authorizing a Contract for Professional Services with Natrona County for FY27 Transit Services

Meeting Type & Date
Regular Council Meeting, July 21, 2026

Action Type
Resolution

Recommendation
That Council, by resolution, authorize a Contract for Professional Services with Natrona County for FY27 transit services.

Summary
The City of Casper has contracted out the demand response system for Natrona County under contractual arrangements since 1982. The City will continue to provide professional services for demand response transportation for Natrona County and specifically the City of Mills and Town of Evansville, and members of its general public, elderly and disabled. The Natrona County Commission desires to retain the City of Casper for this transportation service.

Financial Considerations
The City of Casper will receive an amount not to exceed $22,257.10 for transit services in FY27.

Council Priorities
☒ Fiscal Stability

Oversight/Project Responsibility
Liz Becher, Community Development Director
Vern Tystad, Transit Manager

Attachments:
Resolution
Contract for Professional Services

CONTRACT FOR TRANSPORTATION SERVICES

This Contract for Transportation Services ("**Contract**") is entered into on this _____ day of _____, 2026, by and between the City of Casper ("**Casper**"), Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 and Natrona County, Wyoming ("**Natrona County**"), 200 North Center Street, Casper, Wyoming 82601.

Throughout this document, Casper and Natrona County may be collectively referred to as the "parties."

RECITALS

WHEREAS, Casper is undertaking a project to support transit services within the boundaries of Natrona County, Wyoming which are near to it, and which are accordingly also outside of city limits of the City of Casper; and

WHEREAS, the project requires Transportation services for the demand response transportation for Natrona County and members of its general public; and

WHEREAS, Casper represents that it is ready, willing, and able to provide the Transportation services to Natrona County as required by this Contract; and

WHEREAS, Natrona County desires to contract with Casper for the provision of such services.

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein to be performed, the parties agree as follows:

PART I. GENERAL TERMS AND CONDITIONS

1. SCOPE OF SERVICES:

Casper, through its Casper Community Development Department, shall be responsible for administering this Contract and providing grant administration services. The Community Development Director is City Manager's authorized representative and shall so serve as liaison to Natrona County.

Casper shall perform the following services in connection with and respecting the project:

A. Casper shall operate a demand response (ASSIST) transportation system for the urbanized area of Natrona County. Casper shall place an emphasis on services for the elderly and disabled.

B. Casper shall provide a demand response transportation service, at a minimum, from 6:30 a.m. to 6:30 p.m. on Monday through Friday, and on Saturday from 7:30 a.m. to 3:30 p.m.; provided, however, that Casper may discontinue transportation on the following holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day; or, other holidays as deemed appropriate by Casper.

C. Casper shall promote the services offered through appropriate informational programs.

D. Casper shall provide such other related services, which from time to time, may be mutually agreed upon in writing by the parties hereto.

E. Fares:

Fares and methods of fare payment charged to passengers and attendants shall be set by Casper; provided, however, that pursuant to Section 5(m) of the Urban Mass Transportation Act of 1964, fares charged elderly and disabled persons shall not exceed one half of the fares charged to the general public. The cash fares paid by passengers and/or service contracts shall be the property of Casper and considered program income. Casper has the option to alter fares during the course of the Contract. Casper will notify Natrona County of its plans to implement its fare changes sixty (60) days in advance of the proposed fare change. For the purpose of this Contract, the demand response fare shall be Two Dollars and Fifty cents ($2.50) for the elderly and disabled and Five Dollars ($5.00) for the general public per trip. Children twelve (12) years of age and younger shall ride for One Dollar ($1.00) as long as they are accompanied by a parent or guardian. The fare shall continue until such time as amended by Casper.

F. Group Trips

i. Natrona County shall notify the Community Development Director in writing of all special group trip requests at least ten (10) days in advance. Use of transit vehicles by Casper staff is permitted under certain conditions. Casper may use transit vehicles for non-transit related purposes for up to eighty (80) hours per year under 49 CFR Part 604.

ii. Casper agrees to provide said service at the average hourly operating rate plus ten percent (10%) for additional costs and overhead.

2. TIME OF PERFORMANCE:

The services of Casper shall be undertaken beginning July 1, 2026, and completed on the 30th day of June 2027.

3. COMPENSATION:

A. In consideration of the performance of services rendered under this Contract, Casper shall be compensated for services performed in accordance with paragraph 1, not to exceed a sum of Twenty-Two Thousand Two Hundred Fifty-Seven Thousand Dollars and Ten Cents ($22,257.10). See Exhibit A, attached hereto and made part of this Contract.

B. This Contract is specifically made subject to Casper receiving funding from the United States Department of Transportation, Federal Transit Administration (FTA). In the event that Casper fails to receive any of the aforementioned funds or has insufficient local match required for the grants, this Contract shall be subject to modification or termination as provided by the Terms and Conditions herein.

C. This Contract is specifically made subject to the Council-approved FY 2027 budget, related, but not limited to, Casper's General Fund and Casper's 1% #17 Fund. If budget amendments occur that reduce this Contract's Compensation for services, found in Section 3, then this Contract's Scope of Services, found in Section 1, may also be amended by ways of, but not limited to, service reductions, reduced hours, or fixed-route system modifications.

D. Natrona County will be invoiced annually by Casper, for services provided herein, no later than June 1, 2027, for FY27. The invoice shall be for the amount Twenty-Two Thousand Two Hundred Fifty-Seven Thousand Dollars and Ten Cents ($22,257.10).

4. METHOD OF PAYMENT:

Natrona County's payment will be made following completion of the terms set forth herein and receipt of an itemized invoice, certified under penalty of perjury, from Casper for services rendered in conformance with the Contract.

5. EXTENT OF CONTRACT:

This Contract represents the entire and integrated Agreement between Casper and Natrona County, and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended only by written instrument signed by both Casper's and Natrona County's authorized representatives.

Casper and Natrona County each individually represent that they have the requisite authority to execute this Contract and perform the services described in this Contract.

6. TERMINATION OF CONTRACT:

A. Casper may terminate this Contract anytime by providing ninety (90) days written notice to Natrona County of intent to terminate said Contract. In such event, all finished or unfinished documents, data, studies and reports prepared by Casper under this Contract shall, at the option of Casper, become its property, and Casper shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

B. Notwithstanding the above, Natrona County shall not be relieved of liability to Casper for damages sustained by Casper, by virtue of termination of the Contract by Natrona County, or any breach of the Contract by Natrona County, and Casper may withhold any services for the purpose of setoff until such time as the exact amount of damages due Casper from Natrona County are determined.

7. CHANGES:

Casper may, from time to time, request changes in the scope of the services of the Contract. Such changes, including any increase or decrease in the amount of compensation, which is mutually agreed upon between Casper and Natrona County, shall be incorporated in written amendments to this Contract. There shall be no increase in the amount of compensation unless approved by Resolution adopted by Casper.

8. ASSIGNABILITY:

This Contract may not be assigned without the prior written approval of both parties hereto.

9. AUDIT:

Casper and its representatives shall have access and obtain at its discretion, copies to any books, documents, papers, electronic data and records of Natrona County, which are pertinent to this Contract. Natrona County shall immediately, upon receiving written instruction from Casper, provide to any independent auditor or accountant all books, documents, papers, electronic data and recordings of Natrona County which are pertinent to this Contract. Natrona County shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by Casper.

10. EQUAL EMPLOYMENT OPPORTUNITY:

In carrying out the program, no party hereto shall discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The

parties shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, or disability. Such action shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Casper shall post in conspicuous places, available to employees and applicants for employment, notices required by the government setting forth the provisions of this nondiscrimination clause. Casper shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability.

11. OWNER OF PROJECT MATERIALS:

All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, and reports prepared under this Contract shall be considered the property of Casper, and upon completion of the services to be performed, or termination of this agreement, they will be turned over to Casper provided that, in any case, Natrona County may, at no additional expense to Casper, make and retain such additional copies thereof as Natrona County desires for its own use; and provided further, that in no event may any of the documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, or other reports retained by Natrona County be released to any person, agency, corporation, or organization without the written consent of Casper, except as may be required at law.

12. FINDINGS CONFIDENTIAL:

All reports, information, data, etc., given to or prepared, or assembled by Natrona County under this Contract are confidential and shall not be made available to any individual or organization by Natrona County without the prior written consent of Casper, except as otherwise required at law.

13. GOVERNING LAW AND VENUE:

This Contract shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the parties. The venue shall be the Seventh Judicial District, Natrona County, Wyoming. The Parties shall also comply with all applicable laws, ordinances, and codes of the local, state, or federal governments and shall not trespass on any public or private property in performing any of the work embraced by this Contract.

14. INSURANCE AND INDEMNIFICATION:

Each party to this Contract shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend or indemnify the other.

Nothing in this Contract is intended to waive Casper's governmental immunity, or that of Natrona County. Casper and Natrona County do not waive any right or rights they may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et seq., and Casper specifically reserves the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

15. NO THIRD PARTY BENEFICIARY RIGHTS:

The parties to this Contract do not intend to create in any other individual or entity the status of third-party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties and obligations contained in this Contract shall operate only between the parties to this Contract, and shall inure solely to the benefit of the parties to this Contract. The parties to this Contract intend and expressly agree that only parties signatory to this Contract shall have any legal or equitable right to seek to enforce this Contract, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Contract, or to bring an action for the breach of this Contract.

16. FORCE MAJEURE:

Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, pandemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.

17. ELECTRONIC SIGNATURES:

The parties understand and agree that they have the right to execute this Contract through paper or through electronic signature technology, which is in compliance with Wyoming and federal law governing electronic signatures. The parties agree that to the extent they sign electronically, their electronic signature is the legally binding equivalent to their handwritten signature. Whenever they execute an electronic signature, it has the same validity and meaning as their handwritten signature. They will not, at any time in the future, repudiate the meaning of their electronic signature or claim that their electronic signature is not legally binding. They agree not to object to the admissibility of this Contract as an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the grounds that it is an electronic record or electronic signature or that it is not in its original form or is not an original. Each party will immediately request that their electronic signature be revoked in writing if they discover or suspect that it has been or is in danger of being lost, disclosed, compromised or subjected to unauthorized use in any way. If either party would like a paper copy

of this Contract, they may request a copy from the other party, and the other party shall provide it.

18. EFFECTIVE DATE:

The effective date of this Contract begins on July 1, 2026.

19. INCORPORATION OF RECITALS.

The recitals set forth above are hereby incorporated herein at this point as if fully set forth as part hereof.

The remainder of this page is intentionally left blank.

PART II. FEDERAL TRANSIT ADMINISTRATION (FTA) REQUIRED CLAUSES

For the purposes of this section for the FTA required clauses, the Agency is the City of Casper and the Contractor is Natrona County.

1. Incorporation of Federal Transit Administration (FTA) Terms

The provisions within include, in part, certain Standard Terms and Conditions required under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR § 200), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, detailed in 2 CFR § 200 or as amended by 2 CFR § 1201, or the most recent version of FTA Circular 4220.1 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request which would cause a violation of the FTA terms and conditions.

2. Notice to Third Party Participants

Federal requirements that apply to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto may change due to changes in federal law, regulation, other requirements, or guidance, or changes in the Recipient's Underlying Agreement including any information incorporated by reference and made part of that Underlying Agreement; and

Applicable changes to those federal requirements will apply to each Third Party Agreement and parties thereto at any tier.

3. Civil Rights Laws and Regulations

The following Federal Civil Rights laws and regulations apply to all contracts.

A. Federal Equal Employment Opportunity (EEO) Requirements. These include, but are not limited to:

i. Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity.

ii. Prohibition against Employment Discrimination. Title VII of the Civil Rights Act

of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, "Equal Employment Opportunity," September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.

B. Nondiscrimination on the Basis of Sex. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25 prohibit discrimination on the basis of sex.

C. Nondiscrimination on the Basis of Age. The "Age Discrimination Act of 1975," as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.

D. Federal Protections for Individuals with Disabilities. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

4. Civil Rights and Equal Opportunity

The Agency is an Equal Opportunity Employer. As such, the Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Agency agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

A. Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. § 5332, the

Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

B. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

C. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any Implementing requirements FTA may issue.

D. Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

E. Promoting Free Speech and Religious Liberty. The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

5. Disadvantaged Business Enterprise (DBE)

A. It is the policy of the Agency and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's"), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts.

B. The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Agency deems appropriate, which may include, but is not limited to:

i. Withholding monthly progress payments;

ii. Assessing sanctions;

iii. Liquidated damages; and/or

iv. Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

C. Prime contractors are required to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the Agency makes to the prime contractor. 49 C.F.R. § 26.29(a).

D. Finally, for contracts with defined DBE contract goals, each FTA Recipient must include in each prime contract a provision stating that the contractor shall utilize the specific DBEs listed unless the contractor obtains the Agency's written consent; and that, unless the Agency's consent is provided, the Contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

6. No Government Obligation to Third Parties

The Recipient and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Recipient, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

7. Program Fraud and False or Fraudulent Statements and Related Acts

A. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

B. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

C. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

8. Prompt Payment

A. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

B. The contractor must promptly notify the Agency, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the Agency.

9. Access to Records and Reports

A. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, leases, subcontracts, arrangements, other third party Contracts of any type, and supporting materials related to those records.

B. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.334. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

C. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance ofthis contract in accordance with 2 CFR § 200.337.

D. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract in accordance with 2 CFR §200.337.

10. Energy Conservation

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C.§ 6201).

11. Safe Operation of Motor Vehicles

A. Seat Belt Use

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or Agency.

B. Distracted Driving

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contactor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract.

12. Trafficking in Persons

A. The Contractor agrees that it and its employees that participate in the Recipient's Award, may not:

i. Engage in severe forms of trafficking in persons during the period of time that the Recipient's Award is in effect;

ii. Procure a commercial sex act during the period of time that the Recipient's Award is in effect; or

iii. Use forced labor in the performance of the Recipient's Award or subagreements thereunder.

13. Federal Tax Liability and Recent Felony Convictions

A. The Contractor certifies that it:

i. Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority

responsible for collecting the tax liability; and

ii. Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

B. If the Contractor cannot so certify, the Recipient will refer the matter to FTA and not enter into any Third Party Agreement with the Third Party Participant without FTA's written approval.

C. Flow-Down. The Recipient agrees to require the contractor to flow this requirement down to participants at all lower tiers, without regard to the value of any subagreement.

14. Termination

A. Termination for Convenience (General Provision)

The Agency may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Agency's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Agency to be paid the Contractor. If the Contractor has any property in its possession belonging to Agency, the Contractor will account for the same, and dispose of it in the manner Agency directs.

B. Termination for Default Breach or Cause (General Provision)

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Agency may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the Agency that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the Agency, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

C. Opportunity to Cure (General Provision)

The Agency, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor 10 days in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions

D. If Contractor fails to remedy to Agency's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within 10 days after receipt by Contractor of written notice from Agency setting forth the nature of said breach or default, Agency shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Agency from also pursuing all available remedies against Contractor and its sureties for said breach or default.

E. Waiver of Remedies for any Breach

In the event that Agency elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by Agency shall not limit Agency's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

F. Termination for Convenience (Professional or Transit Service Contracts)

The Agency, by written notice, may terminate this contract, in whole or in part, when it is in the Agency's interest. If this contract is terminated, the Agency shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

G. Termination for Default (Supplies and Service)

If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

H. Termination for Default (Transportation Services)

If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

I. If this contract is terminated while the Contractor has possession of Agency goods, the Contractor shall, upon direction of the Agency, protect and preserve the goods until surrendered to the Agency or its agent. The Contractor and Agency shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

J. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

K. Termination for Default (Construction)

If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provision of this contract, Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Agency may take over the work and compete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Agency resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Agency in completing the work.

L. The Contractor's right to proceed shall not be terminated nor shall the Contractor be charged with damages under this clause if:

i. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of Agency, acts of another contractor in the performance ofa contract with Agency, epidemics, quarantine restrictions, strikes, freight embargoes; and

ii. The Contractor, within 10 days from the beginning of any delay, notifies Agency in writing of the causes of delay. If, in the judgment of Agency, the delay is excusable, the time for completing the work shall be extended. The judgment of Agency shall be final and conclusive for the parties, but subject to appeal under the Disputes clause(s) of this contract.

iii. If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Agency.

M. Termination for Convenience or Default (Architect and Engineering)

The Agency may terminate this contract in whole or in part, for the Agency's convenience or because of the failure of the Contractor to fulfill the contract obligations. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Agency 's Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. Agency has a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials.

N. If the termination is for the convenience of the Agency, the Agency's Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

O. If the termination is for failure of the Contractor to fulfill the contract obligations, the Agency may complete the work by contact or otherwise and the Contractor shall be liable for any additional cost incurred by the Agency.

P. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Agency.

Q. Termination for Convenience or Default (Cost-Type Contracts)

The Agency may terminate this contract, or any portion of it, by serving a Notice of Termination on the Contractor. The notice shall state whether the termination is for convenience of Agency or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the Contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the Agency, or property supplied to the Contractor by the Agency. If the termination is for default, the Agency may fix the fee, if the contract provides for a fee, to be paid the Contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the Agency and the parties shall negotiate the termination settlement to be paid the Contractor.

R. If the termination is for the convenience of Agency, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

S. If, after serving a Notice of Termination for Default, the Agency determines that the Contractor has an excusable reason for not performing, the Agency, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

15. Debarment and Suspension

A. The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of $25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

i. Debarred from participation in any federally assisted Award;

ii. Suspended from participation in any federally assisted Award;

iii. Proposed for debarment from participation in any federally assisted Award;

iv. Declared ineligible to participate in any federally assisted Award;

v. Voluntarily excluded from participation in any federally assisted Award; or

vi. Disqualified from participation in ay federally assisted Award.

B. By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

C. The certification in this clause is a material representation of fact relied upon by the AGENCY. If it is later determined by the AGENCY that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

16. Notification to FTA

A. If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third Party Agreements and must require each Third Party Participant to include an equivalent provision in its subagreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

B. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

C. Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

D. The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient.

17. Americans with Disabilities Act (ADA)

The contractor agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the

Architectural Barriers act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act. In addition, the contractor agrees to comply with any and all applicable requirements issued by the FTA, DOT, DOJ, U.S. GSA, U.S. EEOC, U.S. FCC, any subsequent amendments thereto and any other nondiscrimination statute(s) that may apply to the Project.

18. Access to Third Party Contract Records

Where the Purchaser is not a State but a local government and is the FTA Recipient or a sub grantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his/her authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11). The provisions within include, in part, certain Standard Terms and Conditions required under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR § 200), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, detailed in 2 CFR § 200 or as amended by 2 CFR § 1201, or the most recent version of FTA Circular 4220.1 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request which would cause a violation of the FTA terms and conditions.

19. Changes to Federal Requirements

The Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Contract (the FTA Master Contract) between NAIPTA and the FTA, as they may be amended or

promulgated from time to time during the term of the Contract. Contractor's failure to so comply shall constitute a material breach of the Contract.

20. Prohibition on Certain Telecommunication Equipment

The contractor is prohibited from the uses of covered telecommunications equipment or services as a substantial or essential component of a system or as a critical technology. Covered telecommunications equipment or services includes telecommunications or video surveillance equipment or services provided by entities deemed to be a risk by the U.S. government. Contractors are required to report to the contracting officer if they identify the use of covered equipment or services during the contract performance. This prohibition is implemented through the Federal Acquisition Regulation (FAR) and requires contractors to make representations regarding the use of covered equipment or services.

21. Transit Employee Protective Arrangements

The Contractor agrees to comply with the following employee protective arrangements of 49 U.S.C. § 5333(b):

A. U.S. DOL Certification. Under this Contract or any Amendments thereto that involve public transportation operations that are supported with federal assistance, a certification issued by U.S. DOL is a condition of the Contract.
B. Special Warranty. When the Contract involves public transportation operations and is supported with federal assistance appropriated or made available for 49 U.S.C. § 5311, U.S. DOL will provide a Special Warranty for its Award, including its Award of federal assistance under the Tribal Transit Program. The U.S. DOL Special Warranty is a condition of the Contract.
C. Special Arrangements. The conditions of 49 U.S.C. § 5333(b) do not apply to Contractors providing public transportation operations pursuant to 49 U.S.C. § 5310. FTA reserves the right to make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate, and, in those instances, any special arrangements required by FTA will be incorporated herein as required.

22. School Bus Operations

The contractor agrees to comply with 49 U.S.C. 5323(f), and 49 C.F.R. part 604, and not engage in school bus operations using federally funded equipment or facilities in competition with private operators of school buses, except as permitted under:

A. Federal transit laws, specifically 49 U.S.C. § 5323(f);

B. FTA regulations, "School Bus Operations," 49 C.F.R. part 605;
C. Any other Federal School Bus regulations; or
D. Federal guidance, except as FTA determines otherwise in writing.

If Contractor violates this School Bus Agreement, FTA may:

A. Bar the Contractor from receiving Federal assistance for public transportation; or
B. Require the contractor to take such remedial measures as FTA considers appropriate.

When operating exclusive school bus service under an allowable exemption, the contractor may not use federally funded equipment, vehicles, or facilities.

The Contractor should include the substance of this clause in each subcontract or purchase under this contract that may operate public transportation services.

23. Charter Service

The contractor agrees to comply with 49 U.S.C. 5323(d), 5323(r), and 49 C.F.R. part 604, which provides that Recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except as permitted under:

A. Federal transit laws, specifically 49 U.S.C. § 5323(d);
B. FTA regulations, "Charter Service," 49 C.F.R. part 604;
C. Any other federal Charter Service regulations; or
D. Federal guidance, except as FTA determines otherwise in writing.

The contractor agrees that if it engages in a pattern of violations of FTA's Charter Service regulations, FTA may require corrective measures or impose remedies on it. These corrective measures and remedies may include:

A. Barring it or any subcontractor operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA;
B. Withholding an amount of federal assistance as provided by Appendix D to part 604 of FTA's Charter Service regulations; or
C. Any other appropriate remedy that may apply.

The contractor should also include the substance of this clause in each subcontract that may involve operating public transit services.

24. Substance Abuse Requirements

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. part 655, produce any documentation necessary to establish its compliance with part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency, or Agency, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. part 655 and review the testing process. The Contractor agrees further to certify annually its compliance with part 655 and to submit the Management Information System (MIS) reports to the Agency.

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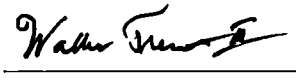
City of Casper, Wyoming

Signature Page

Dated this_____ day of _____, 2026.

APPROVED AS TO FORM:



ATTEST

Amanda Ainsworth
City Clerk

CITY OF CASPER, WYOMING

Ray Pacheco
Mayor

Natrona County, Wyoming

Signature Page

Dated this_____ day of _____, 2026.

APPROVED AS TO FORM

_____

ATTEST

_____
Tracy Good
County Clerk

NATRONA COUNTY, WYOMING

_____
Jim Milne, Chairman
Natrona County Commissioners

EXHIBIT A Invoice Calculation for 2026-2027 County Transit Operations (ASSIST)

	Cost Per Mile for ASSIST	Ave Rides per Month	Ave. Miles per Month	Annual Miles	Annual Cost
County	$ 8.14	119	1081.11	12973.32	$ 105,614.42
Evansville	$ 8.14	113	531.94	6383.28	$ 51,965.61
Mills	$ 8.14	60	368.1	4417.20	$ 35,959.96
		292	1981.15		

Annual Cost				23773.80	$ 193,539.98
FTA Grant Funded %					50%
Match Cost					$96,769.99
WYDOT 5311 Oper Assistance					77%
Match Cost					$74,512.89
23% County Contribution					$22,257.10

RESOLUTION NO. _26-162_

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES FOR TRANSIT SERVICES FOR NATRONA COUNTY FOR FISCAL YEAR 2027.

WHEREAS, the City of Casper, Wyoming ("Casper"), a municipal corporation, is undertaking a project to support transit services within the boundaries of Natrona County, Wyoming, which are near to it, and which are outside of city limits of the City of Casper; and,

WHEREAS, the project requires transportation services for the demand response and fixed route transportation for Natrona County and members of its general public; and,

WHEREAS, Casper represents that it is ready, willing, and able to provide the transportation services to Natrona County as required by the Contract; and,

WHEREAS, Natrona County desires to contract with Casper for the provision of such services.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a Contract for Transportation Services between the City of Casper and Natrona County for Fiscal Year 2027, in an amount not to exceed Twenty-Two Thousand Two Hundred Fifty-Seven Thousand Dollars and Ten Cents ($22,257.10).

BE IT FURTHER RESOLVED: That the Contract amount for Natrona County's financial obligation shall not exceed Twenty-Two Thousand Two Hundred Fifty-Seven Thousand Dollars and Ten Cents ($22,257.10).

BE IT FURTHER RESOLVED: That the Contract amount for the Natrona County's financial obligation shall be for only those funds necessary to operate the transit system in Natrona County.

PASSED, APPROVED, AND ADOPTED on this ___ day of _____, 2026.

APPROVED AS TO FORM:

Walker Thomas II

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Amanda Ainsworth
City Clerk

Ray Pacheco
Mayor

June 24, 2026

MEMO TO: Janine Jordan, City Manager

FROM: Krista Johnston, P.E., Public Services Director
Ethan Yonker, P.E., Water Operations Officer
Alex Sveda, P.E., City Engineer
Emily Bennett, E.I.T., Associate Engineer I

SUBJECT: Rescinding Resolution No. 26-100, which Accepted a Water Line Easement with the Jerry Lee Youmans Successor Revocable Living Trust and the Kay L Youmans Successor Revocable Living Trust as part of the FY26 Priority Water Main Improvements, Project No. 25-049 near 1100 W 29th Street.

Meeting Type & Date
Regular Council Meeting
July 21, 2026

Action Type
Resolution

Recommendation
That Council, by resolution, rescind Resolution No. 26-100, which accepted a Water Line Easement with the Jerry Lee Youmans Successor Revocable Living Trust and the Kay L Youmans Successor Revocable Living Trust (Grantor) as part of the FY26 Priority Water Main Improvements, Project No. 25-049, near 1100 W 29th Street.

Summary
Construction of water line improvements near 1100 W 29th Street require installation of a fire hydrant assembly for safety and code compliance. A water line easement was proposed for installation of the fire hydrant assembly. It was requested that the Grantor grant an easement for one (1) strip of land 45 feet long and 10 feet wide, located on Tract 2 of South Garden Creek Acres No. 3.

The Grantor declined to grant the easement, so an alternative design was implemented for the fire hydrant installation. This alternative design does not require an easement. It is recommended that Council rescind Resolution No. 26-100 since this easement has not been granted and is no longer required.

Financial Considerations
None

Council Priorities

☒ Infrastructure
☐ Fiscal Stability
☒ Communication & Public Education

Oversight/Project Responsibility

Emily Bennett, E.I.T., Associate Engineer I
Alex Sveda, P.E., City Engineer

Attachments

Resolution

RESOLUTION NO. 26-163

A RESOLUTION RESCINDING RESOLUTION 26-100 WHICH ACCEPTED A WATER LINE EASEMENT WITH THE JERRY LEE YOUMANS SUCCESSOR REVOCABLE LIVING TRUST AND THE KAY L YOUMANS SUCCESSOR REVOCABLE LIVING TRUST AS PART OF THE FY26 PRIORITY WATER MAIN IMPROVEMENTS, TRACT 2 OF SOUTH GARDEN CREEK ACRES NO. 3.

WHEREAS, on May 5, 2026, the Governing Body of the City of Casper, Wyoming authorized the acceptance of a water line easement with the Jerry Lee Youmans Successor Revocable Living Trust and the Kay L Youmans Successor Revocable Living Trust as part of the FY26 Priority Water Main Improvements, Tract 2 of South Garden Creek Acres No. 3; and,

WHEREAS, the easement was not granted by the Jerry Lee Youmans Successor Revocable Living Trust and the Kay L Youmans Successor Revocable Living Trust.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, this resolution rescinding Resolution No. 26-100.

PASSED, APPROVED, AND ADOPTED on this __ day of _____, 2026.

APPROVED AS TO FORM:

Eric K. Nelson

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Amanda Ainsworth
City Clerk

Ray Pacheco
Mayor

June 19, 2026

MEMO TO: Janine Jordan, City Manager

FROM: Krista Johnston, Public Services Director
Zulima Lopez, Parks, Recreation & Public Facilities Director
Alex Sveda, P.E., City Engineer
Scott R. Baxter, P.E., Associate Engineer

SUBJECT: Authorizing an Agreement with GW Mechanical, Inc., in the Amount of $338,900, for the City Hall Chiller Replacement, Project No. 25-039.

Meeting Type & Date
Regular Council Meeting
July 21, 2026

Action Type
Resolution

Recommendation
That Council, by resolution, authorize an Agreement with GW Mechanical, Inc., for construction of the City Hall Chiller Replacement, Project No. 25-039, for the base bid amount of $338,900. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of $21,100, for a total project amount of $360,000.00.

Summary
On June 17, 2026, one bid was received for construction of the City Hall Chiller Replacement Project. The bid for the work was as follows:

CONTRACTOR	LOCATION	BASE BID
GW Mechanical	**Casper, Wyoming**	**$338,900**

The engineer's cost estimate by the City's consultant, Engineering Design Associates, was $350,000.

The current City Hall chiller system was installed in 2010 but has required the replacement of four heat exchangers, four compressors, four expansion valves, one control board, and most of the contactors inside the chillers. City maintenance staff have spent over $20,000 just in the past four years repairing the chillers at City Hall. The life span of most chillers is more than 15 years, but maintenance staff, even with the help of experts in this equipment, have been unable to help keep the current chiller system running consistently without breakdowns.

Plans for this project include replacement of the existing indoor modular chiller with a new similar chiller unit with modified controls to better control capacity. The new chiller will provide greatly reduced maintenance costs and time burden by City maintenance staff.

The City's mechanical engineering consultant, Engineering Design Associates, recommends awarding the project to GW Mechanical, Inc., for the bid amount of $338,900.

Financial Considerations
Funding for this project will be from 2520026005-OneCent#17-OC PUBBLDG-OC17BLDREP for Building Repairs.

Council Adopted Goals
☐ Infrastructure
☐ Fiscal Stability
☐ Communication & Public Education

Oversight/Project Responsibility
Scott R. Baxter, P.E., Associate Engineer II, Public Services Department

Attachments
Resolution
Agreement
Bid Form
Consultant's Recommendation Letter

STANDARD FORM OF
AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is made between the City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as the "**Owner**," and GW Mechanical, Inc., 3638 Burd Road, Mills, Wyoming 82644, hereinafter referred to as the "**Contractor**."

WHEREAS, the City of Casper desires to replace the chiller and associated equipment at City Hall; and,

WHEREAS, GW Mechanical, Inc., is able and willing to provide those services specified as the City Hall Chiller Replacement, Project No. 25-039.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

The Contractor shall perform all the work required by the Contract Documents and also submit a comprehensive traffic plan when streets or utilities are part of the project, together hereinafter referred to as the "**Work.**" No open excavations shall remain overnight.

ARTICLE 2. ENGINEER.

The project has been designed by the City of Casper Engineering Office, 200 N. David Street, Casper, Wyoming, who is hereinafter referred to as the "**Engineer**" and who is to act as the Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to the Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME.

3.1 The Work will be substantially completed by **April 2, 2027**, and ready for final payment in accordance with Article 14 of the Standard General Conditions of the Construction Contract hereinafter, "**General Conditions**" and Standard Supplementary Conditions by **April 16, 2027**. Substantial Completion will be granted once all bid items are complete, all permits are closed, and all certifications are obtained. The Contractor shall work continuously on-site, during the construction activities hours specified in these Contract Documents, until the Work is substantially complete.

3.2 Liquidated Damages. The Owner and the Contractor recognize that time is of the essence of this Agreement and that the Owner will suffer financial loss if the Work is not substantially completed by the time specified in Section 3.1 above, plus any extension thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by the Owner if the Work is not substantially completed

on time. Accordingly, instead of requiring any such proof, the Owner and the Contractor agree that as liquidated damages for delay (but not as a penalty) the Contractor shall pay the Owner Five Hundred Dollars ($500.00) for each day that expires after the time specified in Section 3.1 for Substantial Completion. After Substantial Completion, if the Contractor shall neglect, refuse, or fail to complete the remaining work within the time specified in Section 3.1 for completion and readiness for final payment or any proper extension thereof granted by the Owner, the Contractor shall pay the Owner Two Fifty Hundred Dollars ($250.00) for each day that expires after the time specified in Section 3.1 for completion and readiness for Final payment. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual damages.

ARTICLE 4. CONTRACT PRICE.

The Owner shall pay the Contractor in current funds for performance of the Work in accordance with the Contract Documents, subject to additions and deductions by Change Order, the Contract Price of Three Hundred Thirty-Eight Thousand Nine Hundred and 00/100 Dollars ($338,900.00), subject to additions and deductions by Change Order approved by the Owner. The Contract Price shall be based on materials actually furnished and installed and services actually provided, when the pricing is based on the unit prices contained in the Bid Form, included as Exhibit "A" (pages BF-1 through BF-4, Bid Form) and Itemized Bid Schedule, included as Exhibit "B" (page BS-1, Bid Schedule) and by this reference made a part of this Agreement.

ARTICLE 5. PAYMENT PROCEDURES.

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

5.1 Progress Payments. The Contractor's Applications for Payment, as recommended by the Engineer, shall be submitted to the City engineering staff on or before the 25th day of each month during construction, and the Owner shall mail progress payments in the following month one day after the second monthly meeting of the Casper City Council. Progress payments shall be structured as provided below. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values provided for in Section 14.1 of the General Conditions, subject to the cutoff and submittal dates provided in the General Conditions.

5.1.1 Progress payment(s) will be made in an amount equal to ninety-five percent (95%) of the Work completed. The Owner shall withhold five percent (5%) of the Work completed as retainage, said retainage to be paid in accordance with the provisions of Section 5.3, Final Payment.

5.1.2 Should amounts owed by the Contractor to the City for any goods, services, licenses, permits or any other item or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to the Contractor pursuant to this Agreement.

5.2 The Owner may withhold progress payments if the Contractor fails to submit an updated progress schedule with the application for payment as detailed in Section 6.04 Progress Schedules of the General Conditions.

5.3 Final Payment. Upon final completion and acceptance of the Work in accordance with Section 14.07 of the General Conditions, the Engineer shall recommend payment and present the Contractor's Final Application for Payment to the City. Pursuant to Wyoming State Statutes Section 16-6-116, final payment cannot be made until forty-one (41) days after publication of the first Notice of Completion.

ARTICLE 6. WITHHELD FUNDS.

Pursuant to Wyoming Statutes Section 16-6-701 et seq., withheld percentages for Contracts exceeding Fifty Thousand and 00/100 Dollars ($50,000.00) will be retained in an account in the name of the Contractor (except when specifically waived in writing by the Contractor) which has been assigned to the Owner until the Contract is completely, satisfactorily, and finally accepted by the Owner. Unless a depository is designated by the Contractor in a written attachment hereto, the Contractor's signature hereon shall act as authority for the Owner to designate a retainage depository on behalf of the Contractor, for the purposes specified in Wyoming Statutes Section 16-6-704. The Contractor's signature hereon shall act as an assignment of the depository account to the Owner, as provided by Wyoming Statutes Section 16-6-701 et seq., whether the depository is designated by the Contractor or by the Owner.

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

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

7.1 The Contractor has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state, and local Laws and Regulations that in any manner may affect cost, progress, or performance of the Work.

7.2 The Contractor has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress, or performance of the work which were relied upon by the Engineer in the preparation of the Drawings and Specifications and which have been identified in the Standard Supplementary Conditions.

7.3 The Contractor has made or caused to be made examinations, investigations, and tests and studies as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports, or similar data are or will be required by the Contractor for such purposes.

7.4 The Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract Documents.

7.5 The Contractor has given the Engineer written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by the Engineer is acceptable to the Contractor.

ARTICLE 8. CONTRACT DOCUMENTS.

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

8.1 This Agreement (Pages SFA-1 of 7 to SFA-7 of 7, inclusive).

8.2 Joint Account Agreement or Letter of Forfeiture waiving same.

8.3 Exhibit "A" - Bid Form (Pages BF-1 to BF-4, inclusive).

8.4 Exhibit "B" - Bid Schedule (Page BS-1, inclusive).

8.5 Addenda No. (1,2).

8.6 Performance and Labor and Payment Bonds.

8.7 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.

8.8 Standard General Conditions of the Construction Contract (Pages 00700-1 to 00700-42, inclusive).

8.9 Standard Supplementary Conditions (Pages SSC-1 to SSC-15, inclusive).

8.10 Technical Specifications, consisting of Nine (9) sections.

8.11 Notice of Award.

8.12 Notice to Proceed.

8.13 Minutes of the Pre-Bid Conference, if any.

8.14 Contract Drawings, with each sheet bearing the following general title:

City Hall Chiller Replacement
Mechanical (M100) and Electrical (E100) Plans and Schematics – 2 Sheets

8.15 Shop Drawings and other Submittals furnished by the Contractor during performance of the Work and accepted by the Owner.

8.16 Any modifications, amendments, and supplements, including Change Orders, issued pursuant to Sections 3.04 and 3.05 of the General Conditions, on or after the effective date of this Agreement.

8.17 Notice of Substantial Completion.

ARTICLE 9. GOVERNMENTAL CLAIMS ACT

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

ARTICLE 10. MISCELLANEOUS PROVISIONS.

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

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

DATED this _____ day of _____, 2026.

(Signature pages to follow.)

Signature page for City of Casper

APPROVED AS TO FORM:

ATTEST:

Amanda Ainsworth
City Clerk

OWNER:
CITY OF CASPER, WYOMING
A municipal corporation

Ray Pacheco
Mayor

Signature page for the Contractor

WITTNESS:

CONTRACTOR:
GW Mechanical, Inc.
3638 Burd Road
Mills, Wyoming 82644

By:_____

By:_____

Title:_____

Title:_____

EXHIBIT "A"
STANDARD
BID FORM

PROJECT IDENTIFICATION: City of Casper
City Hall Chiller Replacement
Project No. 25-039

THIS BID SUBMITTED TO: City of Casper
200 North David Street
Casper, Wyoming 82601

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the City in the form included in the Bidding Documents and to complete all Work as specified or indicated in the Bidding Documents for the Contract Price by **April 2, 2027**, and completed and ready for final payment not later than **April 16, 2027,** in accordance with the Bidding Documents.

2. Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Guaranty. This Bid will remain effective for thirty (30) days after the day of Bid opening. Bidder will sign the Agreement and submit the Bonds and other documents required by the Bidding Documents within thirty (30) days after the date of the City's Notice of Award.

3. Notice that preferences will be granted pursuant to Wyoming Statutes Section 17-7-101, et seq., is hereby acknowledged.

4. In submitting this Bid, Bidder represents, as more fully set forth in the Bidding Documents, that:

   A. Bidder has examined copies of all the Bidding Documents and of the following addenda (receipt of all which is hereby acknowledged):

   Addendum No. 1 Dated 6/5/2026
   Addendum No. 2 Dated 6/12/2026

   B. Bidder has examined the site and locality where the work is to be performed, the federal, state, and local Laws and Regulations, and the conditions affecting cost, progress, or performance of the work and has made such independent investigations as Bidder deems necessary;

C. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, corporation, or other business entity. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid. Bidder has not solicited or induced any person, firm, or a corporation to refrain from bidding. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or against the City.

5. Bidder is bidding all schedules, alternates, if any, and will complete the Work for unit price(s) stated on the attached bid schedule based on materials actually furnished and installed and services actually provided. The Bid is summarized below on the basis of estimated quantities:

TOTAL BASE BID, IN NUMERALS: $ 338,900.00
TOTAL BASE BID, IN WORDS: Three Hundred Thirty Eight Thousand Nine Hundred DOLLARS.

6. Bidder agrees that the work for the City will be as provided above.

7. Bidder accepts the provisions of the Bidding Documents as to liquidated damages in the event of failure to complete the work on time, unless otherwise stated as provided below. Bidder agrees that such liquidated damages are not a penalty and that the amount provided is as close an estimate as possible to actual damages. Any exceptions or objections to this provision are stated in writing and attached hereto by Bidder.

8. The following documents are attached to and made a condition of this Bid:

A. Required Bid Guaranty in the form of a Bid Bond. (Unless otherwise provided by the City.)

B. Itemized Bid Schedule.

C. Copy of Certificate of Residency, if bidding as a resident.

9. Communications concerning this Bid shall be addressed to:

Address of Bidder: 3638 Burd Rd/PO Box 2392
Mills, WY 82644

10. The terms used in this Bid are defined in and have the meanings assigned to them in the General Conditions, except as provided in the Supplementary Conditions and Bidding Documents.

Submitted on 6/16, 2026.

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

IF BIDDER IS:

AN INDIVIDUAL

By: N/A (seal)
(Individual's Name)

doing business as: N/A

Business Address: N/A

Phone Number: N/A

A PARTNERSHIP

By: N/A (seal)
(Firm's Name)

N/A
(General Partner)

Business Address: N/A

Phone Number: N/A

A CORPORATION OR LIMITED LIABILITY COMPANY

By: GW Mechanical Inc. (seal)

(Corporation's or Limited Liability Company's Name)

Wyoming

(State of Incorporation or Organization)

By: Cody Cline (seal)

(Title) President

(Seal)

Attest:

Business Address: 3638 Burd Rd/PO Box 2392
Mills, WY 82644

Phone Number: 307-472-1833

A JOINT VENTURE

By: N/A (seal)

(Name)

N/A

(Address)

By: N/A (seal)

(Name)

N/A

(Address)

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

EXHIBIT "B"

BID SCHEDULE
City Hall Chiller Replacement
Project No. 25-039

Bid Date: June 17, 2026
COMPANY NAME: GW Mechanical, Inc.
ADDRESS: 3638 Burd Road, Mills, Wyoming 82644

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

LS = Lump Sum R&R = Remove and Replace LF = Linear Feet F&I = Furnish and Install
SY = Square Yard FA = Force Account CY = Cubic Yard EA = Each

ITEM NO.	BASE BID SCHEDULE DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	R&R Chiller System Complete	LS	1	$338,900.00	$ 338,900.00
	TOTAL BASE BID				$ 338,900.00

ADDENDUM NO. 1

to the

BIDDING AND CONTRACT DOCUMENTS

for the

CITY HALL CHILLER REPLACEMENT
PROJECT NO. 25-039

by

CITY OF CASPER
200 N. David
Casper, Wyoming 82601

ADDENDUM DATE: June 5, 2026

Receipt of this Addendum must be acknowledged by filling in the spaces provided below and including one (1) copy attached to the bid.

APPROVED: (CITY OF CASPER)

Scott R. Baxter

Scott R. Baxter, Project Manager

ACKNOWLEDGMENT OF RECEIPT OF ADDENDUM (BIDDER)

_____
Firm

_____
By: Signature

_____
Title

_____
Date Received

ADDENDUM NO. 1

for the construction of

CITY HALL CHILLER REPLACEMENT
PROJECT NO. 25-039

for the City of Casper, Wyoming

ADDENDUM DATE: June 5, 2026

This addendum to the project manual is hereby made a part of the Contract Documents for the above titled project, to the same extent as though it were originally contained therein.

All bidders are expected to thoroughly examine each item enumerated herein, regardless of its apparent application and shall be responsible for furnishing all labor and materials required in the division of work that the items indicate.

SECTION I – BIDDING DOCUMENTS

I. Standard Advertisement for Bids

At the end of the 2nd paragraph, add the following sentences:

"This solicitation is issued in advance of final budget approval and appropriation by the City Council. Any award of a contract is expressly contingent upon the availability and formal appropriation of funds by the City Council in its sole discretion. If funds are not appropriated, no contract will be awarded. By submitting a bid, each bidder agrees that it does so at its own risk and that the City shall have no liability for any costs incurred in the preparation or submission of a bid, or for any other claim arising out of or related to the solicitation or non-award of a contract."

II. Standard Instructions to Bidders

After Section 2 (Copies of Bidding Documents), add the following Section:

"2A. FUNDING AND APPROPRIATION CONTINGENCY

2A.1 This solicitation is issued in advance of final budget approval and appropriation by the City Council. Any award of a contract is expressly contingent upon the availability and formal appropriation of funds by the City Council in its sole discretion.

2A.2 The City reserves the right to reject any or all Bids, to make no award, or to abandon the Project entirely, including in the event that sufficient funds are not budgeted or appropriated.

2A.3 By submitting a Bid, each Bidder acknowledges and agrees that it does so at its sole risk and expense. The City shall have no liability for any costs incurred by any Bidder in the preparation or

submission of a Bid, or for any other claim, including but not limited to claims for reliance, expectancy, lost profits, or other damages, arising out of or related to the solicitation, evaluation, or non-award of a contract.

2A.4 In the event funds are not appropriated and no contract is awarded, the Bidder agrees that no compensation of any kind shall be due or owing by the City."

III. Standard Instructions to Bidders

At the end of Section 15 (Submission of Bids and Merchant/Supplier Set-Up) add the following sentence:

"By submitting a Bid, the Bidder acknowledges that it assumes all costs associated with the preparation and submission of its Bid and that such costs shall not be reimbursed by the City under any circumstances."

IV. Standard Instructions to Bidders

At the end of Section 15 (Submission of Bids and Merchant/Supplier Set-Up) add the following sentence:

"By submitting a Bid, the Bidder acknowledges that it assumes all costs associated with the preparation and submission of its Bid and that such costs shall not be reimbursed by the City under any circumstances."

V. Standard Bid Form

At the end of Section 2 add the following sentence:

"Bidder further acknowledges that any award is contingent upon City Council appropriation of funds and agrees that no claim shall arise against the City if funds are not appropriated and no contract is awarded."

SECTION III – TECHNICAL SPECIFICATIONS

General Specification Note ISSUED BY MECHANICAL ENGINEER

"NEW STRAINERS TO EACH INLET ON THE NEW CHILLER ARE TO BE PROVIDED WITH 30 MESH SCREENS."

ADDENDUM NO. 2

to the

BIDDING AND CONTRACT DOCUMENTS

for the

CITY HALL CHILLER REPLACEMENT
PROJECT NO. 25-039

by

CITY OF CASPER
200 N. David
Casper, Wyoming 82601

ADDENDUM DATE: June 12, 2026

Receipt of this Addendum must be acknowledged by filling in the spaces provided below and including one (1) copy attached to the bid.

APPROVED: (CITY OF CASPER)

Scott R. Baxter

Scott R. Baxter, Project Manager

ACKNOWLEDGMENT OF RECEIPT OF ADDENDUM (BIDDER)

_____

Firm

_____

By: Signature

_____

Title

_____

Date Received

ADDENDUM NO. 2

for the construction of

CITY HALL CHILLER REPLACEMENT
PROJECT NO. 25-039

for the City of Casper, Wyoming

ADDENDUM DATE: June 12, 2026

This addendum to the project manual is hereby made a part of the Contract Documents for the above titled project, to the same extent as though it were originally contained therein.

All bidders are expected to thoroughly examine each item enumerated herein, regardless of its apparent application and shall be responsible for furnishing all labor and materials required in the division of work that the items indicate.

SECTION I – BIDDING DOCUMENTS

I. Plan Holders List & Pre-Bid Meeting Attendees List

See the attached files for reference.

Plan Holder Report as of 06/12/2026 11:01 AM CDT

City Hall Chiller Replacement

Quest eBidDoc™ Number: 10213499

Closing Date: Wed, 06/17/2026 02:00 PM MDT **Posting Type:** Construction Project **Owner Name:** Casper WY, City of **Solicitor Name:** Casper WY, City of

Contact: Scott Baxter **Phone:** 307-235-8341 **Email:** sbaxter@casperwy.gov

Company Name & Address	Contact Name/Email Address	Phone/Fax	Bus. Cert	Bus. Desig	Entry Date	Doc Type	Comments
Idaho AGC 1649 W Shoreline Drive, Suite 100, Boise, ID-83702	Deren Martinez planroom@idahoagc.org	208-344-2531 208-343-5321		Plan Room	05/26/2026	eBidDoc	
Construction Industry Center 2771 Plant Street, Rapid City, SD-57709	CICRC cic@constructionindustrycenter.com	605-343-5252 605-343-4591		Plan Room	05/27/2026	eBidDoc	
Billings Builders Exchange 2050 Broadwater Ave Suite A, Billings, MT-59102	Luke Hudson bbx@billingsplanroom.com	406-652-1311		Plan Room	05/28/2026	eBidDoc	
Modern Electric Co. 246 West First St., Casper, WY-82602	Tim Walters twalters@modern-electric.com	307-266-1711 307-237-3647		Subcontractor	05/28/2026	eBidDoc	
ConstructConnect 3825 Edwards Rd, Cincinnati, OH-45209	CCAPI content@constructconnect.com	800-364-2059 866-570-8187		Plan Room	05/28/2026	eBidDoc	
Casper Electric, Inc. 3150 East Yellowstone Hwy, Casper, WY-82609	Ben Hansuld ben@casperelectric.biz	307-237-3003		Subcontractor	05/29/2026	eBidDoc	
GW Mechanical, Inc. 3638 Burd Road, Casper, WY-82601	Cody Cline gw@gwmechanical.com	307-472-1833		Prime Bidder	05/29/2026	eBidDoc	
ConstructConnect 3825 Edwards Rd, Cincinnati, OH-45209	Eric Mills content@constructconnect.com	800-364-2059 866-570-8187		Plan Room	06/02/2026	eBidDoc	

City Hall Chiller Replacement
Project No. 25-039
Pre-Bid Meeting

6/10/2026
2:00 PM

Company	Address	Phone Number	Contact Person
Arc Electric	339 N Jefferson St Casper Wy 82601	(715)781-2226	Steve Koehler
Modern Electric	246 W 1st St Casper Wy, 82601	260 1711	Wyatt Johnson
GW Mechanical	3638 Bural Rd Mills WY 82644	307-258-3957	Cody Cline
CASPER ELECTRIC	3150 E. YELLOWSTONE HWY CASPER, WY 82607	(307) 257.3003	JEFF EIDSNESS
~~SHERBY BROOKS~~ LONG BUILDING	3534 SPT WEST HWY 82601	307 251.3295	SHERBY BROOKS

ENGINEERING
DESIGN ASSOCIATES

June 19th, 2026

Mr Scott Baxter, PE
City of Casper Engineering
200 North David Street
Casper, WY 82601

Re: Letter of Recommendation
City Hall Chiller Replacement

Dear Scott:

The recent bid opening to replace the chiller at the city hall building received one bidder. The project requires particular skill, so we're not surprised by the single bid by GW Mechanical. Also, the base bid value of $338,900 is significantly below the estimates we talked about last fall. For these reasons, I encourage the City to accept the bid and to award the project to GW Mechanical of Mills, WY.

If you have any questions, please call our office.

Respectfully,

Jak Peden Hollinger, PE, CEM
Engineering Design Associates

RESOLUTION NO. 26-164

A RESOLUTION AUTHORIZING AN AGREEMENT WITH GW MECHANICAL, INC., FOR THE CITY HALL CHILLER REPLACEMENT, PROJECT NO. 25-039.

WHEREAS, the City of Casper desires to replace the chiller at City Hall; and,

WHEREAS, GW Mechanical, Inc., is able and willing to provide those services specified as the City Hall Chiller Replacement, Project 25-039; and,

WHEREAS, it would be in the best interest of the City to expedite changes by allowing the City Manager to sign change orders affecting time extensions of no more than thirty (30) days, dollar amount changes no greater than Twenty-One Thousand One Hundred and 00/100 Dollars ($21,100.00), and other project administration related change orders that do not substantially alter the scope of the project.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement with GW Mechanical, Inc., for those services, in the amount of Three Hundred Thirty-Eight Thousand Nine Hundred and 00/100 Dollars ($338,900.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the project, retaining those amounts prescribed by the agreement, equal to a total amount not to exceed Three Hundred Thirty-Eight Thousand Nine Hundred and 00/100 Dollars ($338,900.00), and Twenty-One Thousand One Hundred and 00/100 Dollars ($21,100.00) for a construction contingency account, for a total price of Three Hundred Sixty Thousand and 00/100 Dollars ($360,000.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to sign change orders effecting time extensions of no more than thirty (30) days, changes in the dollar amount of the above described agreement not greater than the sum of Twenty-One Thousand One Hundred and 00/100 Dollars ($21,100.00), and other project administration related change orders that do not substantially alter the scope of the project.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2026.

APPROVED AS TO FORM:
(City Hall Chiller Replacement, Project No. 25-039)

Walter Trembath

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Amanda Ainsworth
City Clerk

Ray Pacheco
Mayor

June 25, 2026

MEMO TO: Janine Jordan, City Manager

FROM: Krista Johnston, Public Services Director
Matt Wilhelsm, Waste Water Operations Officer
Alex Sveda, P.E., City Engineer
Scott R. Baxter, P.E., Associate Engineer

SUBJECT: Authorizing an Agreement with JTR Excavating, LLC, in the Amount of $29,839, for the Wolf Creek Drainage Repair at North Platte River, Project No. 26-016.

Meeting Type & Date
Regular Council Meeting
July 21, 2026

Action Type
Resolution

Recommendation
That Council, by resolution, authorize an Agreement with JTR Excavating, LLC, for construction of the Wolf Creek Drainage Repair at North Platte River, Project No. 26-016, for the base bid amount of $29,839. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of $5,161, for a total project amount of $35,000.00.

Summary
On June 25, 2026, five (5) bids were received for construction of the Wolf Creek Drainage Repair at North Platte River Project. The bid for the work was as follows:

CONTRACTOR	LOCATION	BASE BID
JTR Excavating, LLC	**Mills, Wyoming**	**$29,839**
Ramshorn Construction, Inc.	Casper, Wyoming	$45,625
Barnum, Inc.	Buffalo, Wyoming	$49,350
Kuster Earthworks, LLC	Casper, Wyoming	$53,200
Falcon Construction, LLC	Gillette, Wyoming	$78,900

The City Engineering Office cost estimate for the project was $48,000.

In December of 2025, the Wyoming Game & Fish local office made the City of Casper aware of significant erosion and undermining of the North Platte Sanitary Sewer Interceptor pipeline where Wolf Creek drains into the North Platte River. A stretch of the creek bottom roughly 100 feet in length had eroded at the flowline and had allowed water to flow underneath the pipeline. The City then began reconnaissance and design work to resolve the eroded section of the creek and stabilize the section around the sanitary sewer pipeline.

Plans for this project include importing silty clay soil to re-establish the proper flowline elevation of the creek, install a concrete slurry material to stabilize the sanitary sewer pipeline, armor the creek bottom with rip rap rock, and revegetate the disturbed area with native seeding. The project is scheduled for completion in October 2026 with the intention of working during a light precipitation season.

The City's Engineering Division has reviewed the bids and recommends awarding the project to JTR Excavating, LLC, for the bid amount of $29,839.

Financial Considerations
Funding for this project will be from 2040026060-2040038-SEWERINFRA for Sanitary Sewer Repairs.

Council Adopted Goals
☒ Infrastructure
☐ Fiscal Stability
☐ Communication & Public Education

Oversight/Project Responsibility
Scott R. Baxter, P.E., Associate Engineer II, Public Services Department

Attachments
Resolution
Agreement

STANDARD FORM OF
AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is made between the City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as the "**Owner**," and JTR Excavation, LLC, PO Box 6, Mills, Wyoming 82644, hereinafter referred to as the "**Contractor**."

WHEREAS, the City of Casper wants to repair a section of Wolf Creek, directly upstream of the North Platte River, to protect a critical sanitary sewer pipeline; and,

WHEREAS, JTR Excavation, LLC, is able and willing to provide those services specified as the Wolf Creek Drainage Repair at North Platte River, Project No. 26-016.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

The Contractor shall perform all the work required by the Contract Documents, and also submit a comprehensive traffic plan when streets or utilities are part of the project, together hereinafter referred to as the "**Work**." No open excavations shall remain overnight.

ARTICLE 2. ENGINEER.

The project has been designed by the City of Casper Engineering Office, 200 N. David Street, Casper, Wyoming, who is hereinafter referred to as the "**Engineer**" and who is to act as the Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to the Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME.

3.1 The Work will be substantially completed by October 16, 2026, and ready for final payment in accordance with Article 14 of the Standard General Conditions of the Construction Contract hereinafter, "**General Conditions**" and Standard Supplementary Conditions by October 30, 2026. Substantial Completion will be granted once all bid items are complete, all permits are closed, and all certifications are obtained. The Contractor shall work continuously on-site, during the construction activities hours specified in these Contract Documents, until the Work is substantially complete.

3.2 Liquidated Damages. The Owner and the Contractor recognize that time is of the essence of this Agreement and that the Owner will suffer financial loss if the Work is not substantially completed by the time specified in Section 3.1 above, plus any extension thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by the Owner if the Work is not substantially completed

on time. Accordingly, instead of requiring any such proof, the Owner and the Contractor agree that as liquidated damages for delay (but not as a penalty) the Contractor shall pay the Owner Two Hundred Fifty Dollars ($250.00) for each day that expires after the time specified in Section 3.1 for Substantial Completion. After Substantial Completion, if the Contractor shall neglect, refuse, or fail to complete the remaining work within the time specified in Section 3.1 for completion and readiness for final payment or any proper extension thereof granted by the Owner, the Contractor shall pay the Owner One Hundred Dollars ($100.00) for each day that expires after the time specified in Section 3.1 for completion and readiness for Final payment. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual damages.

ARTICLE 4. CONTRACT PRICE.

The Owner shall pay the Contractor in current funds for performance of the Work in accordance with the Contract Documents, subject to additions and deductions by Change Order, the Contract Price of Twenty-Nine Thousand Eight Hundred Thirty-Nine and 00/100 Dollars ($29,839.00), subject to additions and deductions by Change Order approved by the Owner. The Contract Price shall be based on materials actually furnished and installed and services actually provided, when the pricing is based on the unit prices contained in the Bid Form, included as Exhibit "A" (pages BF-1 through BF-4, Bid Form) and Itemized Bid Schedule, included as Exhibit "B" (page BS-1, Bid Schedule) and by this reference made a part of this Agreement.

ARTICLE 5. PAYMENT PROCEDURES.

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

5.1 Progress Payments. The Contractor's Applications for Payment, as recommended by the Engineer, shall be submitted to the City engineering staff on or before the 25th day of each month during construction, and the Owner shall mail progress payments in the following month one day after the second monthly meeting of the Casper City Council. Progress payments shall be structured as provided below. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values provided for in Section 14.1 of the General Conditions, subject to the cutoff and submittal dates provided in the General Conditions.

5.1.1 Progress payment(s) will be made in an amount equal to ninety-five percent (95%) of the Work completed. The Owner shall withhold five percent (5%) of the Work completed as retainage, said retainage to be paid in accordance with the provisions of Section 5.3, Final Payment.

5.1.2 Should amounts owed by the Contractor to the City for any goods, services, licenses, permits or any other item or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to the Contractor pursuant to this Agreement.

5.2 The Owner may withhold progress payments if the Contractor fails to submit an updated progress schedule with the application for payment as detailed in Section 6.04 Progress Schedules of the General Conditions.

5.3 Final Payment. Upon final completion and acceptance of the Work in accordance with Section 14.07 of the General Conditions, the Engineer shall recommend payment and present the Contractor's Final Application for Payment to the City. Pursuant to Wyoming State Statutes Section 16-6-116, final payment cannot be made until forty-one (41) days after publication of the first Notice of Completion.

ARTICLE 6. WITHHELD FUNDS.

Pursuant to Wyoming Statutes Section 16-6-701 et seq., withheld percentages for Contracts exceeding Fifty Thousand and 00/100 Dollars ($50,000.00) will be retained in an account in the name of the Contractor (except when specifically waived in writing by the Contractor) which has been assigned to the Owner until the Contract is completely, satisfactorily, and finally accepted by the Owner. Unless a depository is designated by the Contractor in a written attachment hereto, the Contractor's signature hereon shall act as authority for the Owner to designate a retainage depository on behalf of the Contractor, for the purposes specified in Wyoming Statutes Section 16-6-704. The Contractor's signature hereon shall act as an assignment of the depository account to the Owner, as provided by Wyoming Statutes Section 16-6-701 et seq., whether the depository is designated by the Contractor or by the Owner.

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

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

7.1 The Contractor has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state, and local Laws and Regulations that in any manner may affect cost, progress, or performance of the Work.

7.2 The Contractor has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress, or performance of the work which were relied upon by the Engineer in the preparation of the Drawings and Specifications and which have been identified in the Standard Supplementary Conditions.

7.3 The Contractor has made or caused to be made examinations, investigations, and tests and studies as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports, or similar data are or will be required by the Contractor for such purposes.

7.4 The Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract Documents.

7.5 The Contractor has given the Engineer written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by the Engineer is acceptable to the Contractor.

ARTICLE 8. CONTRACT DOCUMENTS.

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

8.1 This Agreement (Pages SFA-1 of 7 to SFA-7 of 7, inclusive).

8.2 Joint Account Agreement or Letter of Forfeiture waiving same.

8.3 Exhibit "A" - Bid Form (Pages BF-1 to BF-4, inclusive).

8.4 Exhibit "B" - Bid Schedule (Page BS-1, inclusive).

8.5 Addenda No. (1).

8.6 Performance and Labor and Payment Bonds.

8.7 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.

8.8 Standard General Conditions of the Construction Contract (Pages 00700-1 to 00700-42, inclusive).

8.9 Standard Supplementary Conditions (Pages SSC-1 to SSC-15, inclusive).

8.10 Technical Specifications, consisting of Nine (9) sections.

8.11 Notice of Award.

8.12 Notice to Proceed.

8.13 Minutes of the Pre-Bid Conference, if any.

8.14 Contract Drawings, with each sheet bearing the following general title:

Wolf Creek Drainage Repair at North Platte River, Project No. 26-016

8.15 Shop Drawings and other Submittals furnished by the Contractor during performance of the Work and accepted by the Owner.

8.16 Any modifications, amendments, and supplements, including Change Orders, issued pursuant to Sections 3.04 and 3.05 of the General Conditions, on or after the effective date of this Agreement.

8.17 Notice of Substantial Completion.

ARTICLE 9. GOVERNMENTAL CLAIMS ACT

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

ARTICLE 10. MISCELLANEOUS PROVISIONS.

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

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

DATED this _____ day of _____, 2026.

(Signature pages to follow.)

Signature page for City of Casper

APPROVED AS TO FORM:

ATTEST:

OWNER:
CITY OF CASPER, WYOMING
A municipal corporation

Amanda Ainsworth
City Clerk

Ray Pacheco
Mayor

Signature page for the Contractor

WITTNESS:

CONTRACTOR:
JTR Excavation, LLC
PO Box 6
Mills, Wyoming 82644

By:_____ By:_____

Title:_____ Title:_____

EXHIBIT "A"
STANDARD
BID FORM

PROJECT IDENTIFICATION: City of Casper
Wolf Creek Drainage Repairs at North Platte River
Project No. 26-016

THIS BID SUBMITTED TO: City of Casper
200 North David Street
Casper, Wyoming 82601

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the City in the form included in the Bidding Documents and to complete all Work as specified or indicated in the Bidding Documents for the Contract Price by ~~August~~ October 16 ~~14~~, **2026**, and completed and ready for final payment not later than ~~August 28~~, **2026**, in accordance with the Bidding Documents. October 30

2. Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Guaranty. This Bid will remain effective for thirty (30) days after the day of Bid opening. Bidder will sign the Agreement and submit the Bonds and other documents required by the Bidding Documents within thirty (30) days after the date of the City's Notice of Award.

3. Notice that preferences will be granted pursuant to Wyoming Statutes Section 16-6-101, et seq., is hereby acknowledged.

4. In submitting this Bid, Bidder represents, as more fully set forth in the Bidding Documents, that:

   A. Bidder has examined copies of all the Bidding Documents and of the following addenda (receipt of all which is hereby acknowledged):

   Addendum No. 1 Dated 6/19/26
   Addendum No. _____ Dated _____

   B. Bidder has examined the site and locality where the work is to be performed, the federal, state, and local Laws and Regulations, and the conditions affecting cost, progress, or performance of the work and has made such independent investigations as Bidder deems necessary;

   C. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, corporation, or other business entity. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid. Bidder

has not solicited or induced any person, firm, or a corporation to refrain from bidding. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or against the City.

5. Bidder is bidding all schedules, alternates, if any, and will complete the Work for unit price(s) stated on the attached bid schedule based on materials actually furnished and installed and services actually provided. The Bid is summarized below on the basis of estimated quantities:

TOTAL BASE BID, IN NUMERALS: $ 29,839.00

TOTAL BASE BID, IN WORDS: TWENTY NINE THOUSAND EIGHT HUNDRED THIRTY NINE DOLLARS.

6. Bidder agrees that the work for the City will be as provided above.

7. Bidder accepts the provisions of the Bidding Documents as to liquidated damages in the event of failure to complete the work on time, unless otherwise stated as provided below. Bidder agrees that such liquidated damages are not a penalty and that the amount provided is as close an estimate as possible to actual damages. Any exceptions or objections to this provision are stated in writing and attached hereto by Bidder.

8. The following documents are attached to and made a condition of this Bid:

   A. Required Bid Guaranty in the form of a Bid Bond. (Unless otherwise provided by the City.)

   B. Itemized Bid Schedule.

9. Communications concerning this Bid shall be addressed to:

Address of Bidder: JTR EXCAVATION LLC
P.O. BOX 6 MILLS, WY 82644
18169 WELSH AVE. CASPER, WY 82604

10. The terms used in this Bid are defined in and have the meanings assigned to them in the General Conditions, except as provided in the Supplementary Conditions and Bidding Documents.

Submitted on JUNE 24TH, 2026.

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

IF BIDDER IS:

AN INDIVIDUAL

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

doing business as: _____

Business Address: _____
_____
_____

Phone Number: _____

A PARTNERSHIP

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

_____
(General Partner)

Business Address: _____
_____
_____

Phone Number: _____

A CORPORATION OR LIMITED LIABILITY COMPANY

By: JTR EXCAVATION LLC (seal)
(Corporation's or Limited Liability Company's Name)

WYOMING
(State of Incorporation or Organization)

By: [signature] (seal)

JEREMY ROSS, MEMBER
(Title)

(Seal)

Attest: [signature] TYLER ROSS, MEMBER

Business Address: P.O. BOX 6 MILLS, WY 82644
18609 WELSH AVE. CASPER, WY 82604

Phone Number: (307)797-1500

A JOINT VENTURE

By: _____ (seal)
(Name)

_____
(Address)

By: _____ (seal)
(Name)

_____
(Address)

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

EXHIBIT "B"

BID SCHEDULE
Wolf Creek Drainage Repair at North Platte River
Project No. 26-016

Bid Date: June 25, 2026
COMPANY NAME: JTR Excavation, LLC
ADDRESS: PO Box 6, Mills, Wyoming 82644

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

LS = Lump Sum R&R = Remove and Replace LF = Linear Feet F&I = Furnish and Install
SY = Square Yard FA = Force Account CY = Cubic Yard EA = Each

ITEM NO.	BASE BID SCHEDULE DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	Mobilization & Insurance	LS	1	$ 860.00	$ 860.00
2	Bonds	LS	1	$ 441.00	$ 441.00
3	Topsoil Stripping, Stockpiling & Placement	CY	25	$ 75.00	$ 1,875.00
4	Imported Silty Clay Streambed Fill	LS	1	$17,540.00	$ 17,540.00
5	F&I Control Density Fill (CDF) for Sewer Pipe Stabilization	LS	1	$ 3,198.00	$ 3,198.00
6	F&I Rip Rap Rock (d50 = 6" Diameter)	CY	15	$ 315.00	$ 4,725.00
7	F&I Native Revegetation	SY	300	$ 4.00	$ 1,200.00
	TOTAL BASE BID				$ 29,839.00

ADDENDUM NO. 1

to the

BIDDING AND CONTRACT DOCUMENTS

for the

WOLF CREEK DRAINAGE REPAIR AT NORTH PLATTE RIVER
PROJECT NO. 26-016

by

CITY OF CASPER
200 N. David
Casper, Wyoming 82601

ADDENDUM DATE: June 19, 2026

Receipt of this Addendum must be acknowledged by filling in the spaces provided below and including one (1) copy attached to the bid.

APPROVED: (CITY OF CASPER)

Scott R. Baxter

Scott R. Baxter, P.E.

ACKNOWLEDGMENT OF RECEIPT OF ADDENDUM (BIDDER)

JTR EXCAVATION LLC
Firm

By: Signature

JEREMY ROSS, MEMBER
Title

06/24/2026
Date Received

ADDENDUM NO. 1

for the construction of

WOLF CREEK DRAINAGE REPAIR AT NORTH PLATTE RIVER
PROJECT NO. 26-016

for the City of Casper, Wyoming

ADDENDUM DATE: June 19, 2026

This addendum to the project manual is hereby made a part of the Contract Documents for the above titled project, to the same extent as though it were originally contained therein.

All bidders are expected to thoroughly examine each item enumerated herein, regardless of its apparent application and shall be responsible for furnishing all labor and materials required in the division of work that the items indicate.

SECTION 1 – BID DOCUMENTS

I. Cover - Advertisement for Bids

Replace the Cover, Table of Contents, and Standard Advertisement for Bids (attached). The purpose was to add stamp/signature and correct portions of the Ad for Bids.

II. Standard Bid Form

In the first paragraph, replace the completion dates of "August 14" and "August 28" with the completion dates of "October 16" and "October 30" respectively.

SECTION 2 – CONTRACT DOCUMENTS

I. Standard Form of Agreement

In paragraph 3.1 (page 1), replace the completion dates of "August 14" and "August 28" with the completion dates of "October 16" and "October 30" respectively.

SECTION 3 – TECHNICAL SPECIFICATIONS

I. Special Provisions – Section 01810

Replace the entire section with the new section (attached).

SECTION 4 – DRAWINGS

I. Drawings

Sheet 5 – Add one note on the lower left portion of the sheet as follows:

"MATERIALS TESTING WILL NOT BE REQUIRED UNDER THE CONTRACTOR FOR THIS PROJECT. THE CITY OF CASPER WILL CALL, ORDER AND PAY FOR ALL MATERIALS TESTING AS NEEDED AND AT ITS SOLE DISCRETION."

PROJECT MANUAL

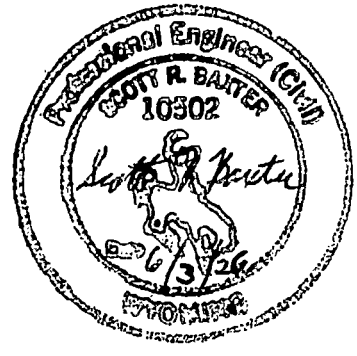
for

Construction of the

City of Casper
Wolf Creek Drainage Repair
at North Platte River

City Engineering Project No. 26-016

Volume 1 of 1



May 2026

WOLF CREEK DRAINAGE REPAIRS AT NORTH PLATTE RIVER
PROJECT NO. 26-016

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Wolf Creek Drainage Repairs at North Platte River	Sheets 1-5

SECTION I

BIDDING DOCUMENTS AND FORMS

STANDARD
ADVERTISEMENT FOR BIDS
FOR
WOLF CREEK DRAIANGE REPAIRS AT NORTH PLATTE RIVER
PROJECT NO. 26-016
FOR
PUBLIC SERVICES DEPARTMENT
CASPER, WYOMING
(Approved by City Attorney, 2020)

Notice is hereby given, pursuant to Wyoming Statute Section 15-1-113, that the City of Casper, Wyoming, will receive bids until **3:00 p.m. on June 25, 2026**, for the following:

Approximately 100 feet of creek restoration including sanitary sewer pipe stabilization.

All eligible Bids must be submitted online through QuestCDN VirtuBid (see the following link **https://www.casperwy.gov/Documents/Services/Engineering/QuestCDN%20vBid%20Bidder%20Instructions%20v082018.pdf?t=202508180936110** for instructions) at or before the above stated time. Bids will be opened publicly and read aloud in the Council Chambers at Casper City Hall, 200 North David, Casper, Wyoming. The bids will be tabulated by the City Manager, or his or her Designee, at the above stated time and place, unless an alternative site is designated in writing. No bid may be withdrawn for a period of thirty (30) days after the date set for opening thereof. The City of Casper, Wyoming, reserves the right to reject any or all bids and to waive any informalities or technicalities in the bidding; provided, however, that any bid received after the time specified or without accompanying Bid Guaranty, as stated below, will not be considered.

Complete digital project bidding documents are available at the City of Casper's website at **https://www.casperwy.gov/services/engineering/index.**php and clicking the **City of Casper Construction Projects – Bidding** link. The QuestCDN project number **10238136**. A contractor may view the contract documents at no cost prior to deciding to become a Planholder. To be considered a Planholder for bids, a contractor must register with QuestCDN.com and purchase the contract documents in digital form at a cost of $22. Registering as a Planholder is recommended for all prime contractors and subcontractors as Planholder's will receive automatic notice of addenda and other contract document updates via QuestCDN. An additional $42 will be charged to place a bid for the project. Contact QuestCDN Customer Support at 952-233-1632 or info@questcdn.com for assistance in membership registration, downloading digital project information and vBid online bid submittal questions. To access the electronic bid form, download the project documents and click on the online bid button at the top of the bid advertisement page. For this project, bids will ONLY be received and accepted via the online electronic bid service through QuestCDN.com. To access the electronic bid form, download the project documents and click on the online bid button at the top of the bid advertisement page. Prospective bidders must be on the Planholder list through QuestCDN for bids to be accepted.

A Bid Guaranty in the form of a properly executed Bid Bond payable to the City in the amount of not less than 5% of the total base bid amount must accompany each online bid in the form of a scanned electronic copy. (NOTE: If your bid is less than $150,000.00 you may submit a Cashier's Check for not less than 5% of the total base bid amount.) The successful Bidder will be required to deliver the hardcopy Bid Guaranty within five (5) business days. The successful Bidder will be required to execute an Agreement with the City, in the form supplied in the bidding documents, within thirty (30) days after Notice of Award is issued. The Notice of Award shall serve as notice that the Agreement is ready for execution. The Bid Guaranty shall be forfeited as liquidated damages if the Bidder fails to execute the Agreement within thirty (30) days after such Notice is issued, or fails to provide proper Bond or other form of Guaranty, as approved. The Bid Guaranty, if a Bid Bond, shall be executed by a surety or guarantee company authorized to do business in Wyoming. The Attorney-in-Fact who executes the Bond on behalf of the surety shall affix a certified and current copy of its Power of Attorney from the surety. No other type of Bid Guaranty will be accepted. The City may proceed against a Bid Guaranty unless either: a) the Agreement has been executed by Contractor and Performance, and Labor and Material Payment Bonds have been furnished, as required; or, b) the specified time has elapsed so that Bids may be withdrawn; or, c) the Bid has been rejected.

Notice is hereby given that preference will be granted to Wyoming contractors, subcontractors, laborers, and materials, supplies, equipment, machinery, and provisions produced, manufactured, supplied, or grown in Wyoming, as required by W.S. Section 16-6-101 et seq.

A Pre-Bid Conference will be held at **3:00 p.m., Local Time, June 18, 2026**, at the project site near 3038 Energy Lane, Casper, Wyoming 82604. A site tour will be held to review the Project after this conference.

Participation in the Pre-Bid Conference is not mandatory for Contractors who wish to be considered qualified and/or responsible.

Janine Jordan
City Manager

Publish: **June 11, 2026**
June 18, 2026

SECTION 01810

SPECIAL PROVISIONS

PART 1 – GENERAL

1.01 SUMMARY

A. These "Special Provisions" supplement, clarify, or modify provisions of Specifications as they apply to this project.

B. Requirements of Special Provisions, General and Supplemental Conditions apply to work performed under all sections of this project.

C. Work of this contract shall include all work required to construct the entire Project as shown on the drawings and defined by the Specifications and other contract documents, unless specific exceptions are stated therein.

D. DISCREPANCY BETWEEN SPECIAL PROVISIONS, SPECIFICATIONS, AND PLANS. In the event of discrepancy between Special Provisions and other sections of the Specifications, the Special Provisions will take precedence over the Specifications, the General Conditions, and the Supplemental Conditions. The Specifications will take precedence over the Plans.

1.02 LABOR PRACTICES

A. CONSTRUCTION WAGE AND EMPLOYEE RECORDS

The Contractor's attention is directed to W.S. 27-4-410 which requires Contractors and subcontractors to maintain accurate records of employees, names, occupations, and wages paid to employees. Said records are reviewable by the Commission of Labor, and the contracting agency. Violation of this section is subject to criminal sanctions.

B. EIGHT-HOUR WORK DAY

The Contractor's attention is directed to W.S. 16-6-110, Limitation on work hours; overtime; exceptions. a) No person shall require laborers, workmen, or mechanics to work more than eight hours in any one calendar day or forty hours in any one week upon any public works of the state, or any of its political subdivisions, except as hereafter authorized. An employee may agree to work more than eight hours per day or more than forty hours in any week provided the employee shall be paid at the rate of one and one-half times the regularly established hourly rate for all work in excess of forty hours in any one week.

1.03 BACKFILL OBSERVATION

No work shall be covered before the Project Representative or Engineer has approved the work. If any piping or appurtenance is covered without the approval of the Engineer or Project Representative, at the discretion of the Engineer, the Contractor will be required to re-excavate to expose the covered materials. The cost of exposing those materials and then backfilling and compaction will be at the Contractor's expense, regardless of the condition of the pipe and/or the materials under question.

1.04 CONSTRUCTION WATER

The Contractor is responsible for supplying water for construction purposes. If the Contractor wishes to use existing fire hydrants for water, he shall make the proper arrangements with the owner of the hydrant. The Contractor will be responsible for compliance with that owner's requirements as well as the payment of any fees for its use. Construction water is considered incidental to this project and no separate payment will be made to the Contractor for this item. If the Contractor wishes to use water from a resident, he shall obtain written permission from that resident to do so.

1.05 SAFETY

In accordance with generally accepted construction practices, the Contractor will be solely and completely responsible for safety conditions at and adjacent to the job site, including the safety of all persons and property during the performance of the work. The Contractor shall comply with all federal, state, and local safety laws and regulations. This requirement shall apply continuously, and shall not be limited to normal working operations. The Engineer's construction review of the Contractor's performance is not intended to include review of the adequacy of the Contractor's safety measures, in, on, or near the construction site. This paragraph shall be applicable to the Contractor and all of the Contractor's subcontractors.

In addition, the Contractor shall provide barriers, fences, signs, lights, etc. as necessary to control access to the site.

1.06 STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION AND INFRASTRUCTURE IMPROVEMENTS (CURRENT EDITION – SEPTEMBER 2024)

All work shall conform to the requirements of the "City of Casper Standard Specifications for Public Works Construction and Infrastructure Improvements, September 2024 Edition" (hereinafter referred to as the **Standard Specifications**). This latest edition includes a comprehensive update of the specifications and the final reading of the ordinance to repeal and replace the associated municipal code section was approved on January 7, 2025. The specifications can be found and downloaded from the following web address:

https://www.casperwy.gov/cms/one.aspx?pageId=87224

1.07 NOTIFICATION OF LANDOWNERS AND RESIDENTS

At least one week prior to beginning construction operations, the Contractor shall notify the Wyoming Game & Fish Department local office (3030 Energy Lane) of the tentative schedule of construction activities that will affect the area. The schedule shall include a time frame (range of dates) for which the application of the work will occur. The notification shall be in written form, stating the date and time that construction will occur.

1.08 DUST & EROSION CONTROL

The Contractor shall be responsible for dust and erosion control, and for minimizing dust and erosion to the Owner's satisfaction. Dust and erosion control shall be deemed to be incidental and shall not be a pay item.

1.09 AVAILABLE MAINTENANCE PERSONNEL

It is imperative that the Contractor has personnel available to maintain his work and any necessary traffic control as required 24 hours per day every day. Accordingly, the Contractor shall furnish the Owner, the Engineer, and the Casper Police Dispatcher with the names, addresses, and telephone numbers of local employees or representatives who will be available to maintain the Contractor's work during non-working periods, evenings, nights, weekends, and holidays. If the Contractor's personnel cannot be readily contacted, the Owner reserves the right to hire other people and equipment to temporarily take care of problems. In this case, the Contractor shall pay all costs incurred by the Owner.

1.10 ACCESS TO PROPERTY

It is vital to the success of this project for the Contractor to adequately maintain streets and driveways to reasonably minimize inconvenience to users. The Contractor shall maintain streets and driveways to the satisfaction of the Owner.

1.11 PROGRESS MEETINGS AND CONSTRUCTION SCHEDULE

The Contractor is responsible for the creation and upkeep of an accurate Construction Schedule. The schedule shall be updated as needed to accurately reflect actual construction activities as they occur. The Contractor shall supply the Engineer and Owner with an updated schedule weekly. The schedule shall be in the form of a Bar chart or CPM diagram. Construction Progress meetings shall be held by the Contractor on a weekly basis. The Engineer, Owner and any Subcontractors will be present at these meetings. The Contractor is responsible for informing these parties of the time and place twenty-four (24) hours in advance. The purpose of these meetings is to discuss the Project's progress, schedule, problems or difficulties, and any pertinent subject. Activities required under this paragraph are incidental to this project and no extra pay will be granted to the Contractor for meeting these requirements.

1.12 EXCAVATION AND BACKFILL

The cost of all excavation and backfill, except as provided as a separate pay item, as well as the effort needed to properly compact backfill to project specifications as necessary for the completion of this project shall be considered incidental and no separate pay will be granted for these items.

1.13 DISPOSAL OF WASTE MATERIALS

Excess, unsuitable, and waste materials from this project (including that from trench excavation, pavement removal, piping removal, and grading operations), shall be disposed of, offsite, by Contractor. Such disposal shall be considered incidental, and shall not be a pay item.

1.14 CODES AND STANDARDS

A. All materials and the completed installation shall comply with applicable standards promulgated pursuant to the Wyoming Department of Environmental Quality Act Statutes 35-11-101 through 35-11-1428.

B. Contractor shall comply with requirements of the Uniform Building, Plumbing, Mechanical and Fire Codes, and requirements of local authorities having jurisdiction.

C. Contractor is responsible for giving all notices and paying all fees for permits and inspections.

1.15 OPEN EXCAVATIONS

The Contractor shall completely backfill all excavations before stopping work for the day. No excavation (unfenced) shall be left open overnight, over a weekend, nor any period in which no work at that location is underway. The cost of re-opening or re-excavation due to this provision will be borne by the Contractor.

1.16 STREET CUT PERMITS & TRAFFIC CONTROL PERMITS (NOT USED)

1.17 CONSTRUCTION SURVEYING AND STAKING/MARKING

When new appurtenances such as concrete pathway, approaches, sidewalks, ramps, walls, utility structures (such as manholes, valves or hydrants), and other items are to be installed, the CITY ENGINEERING OFFICE will provide construction surveying and staking/marking. If needed, the CONTRACTOR must request survey work from the City Engineering Office a minimum of one (1) week prior to beginning work on an activity requiring construction staking. All work will be constructed in accordance with the lines and grades provided. These lines and grades may be modified by the CITY ENGINEERING OFFICE as provided in the General Conditions.

1.18 CLEANING AND FINISHING

After completion of all work all debris and foreign material will be removed by the contractor. The project area, including staging areas, shall be clean and functional. This will include the restoration of any disturbed landscaping in the work area.

1.19 SUBSTANTIAL COMPLETION

The project shall be "Substantially Complete" at such time when all bid items are complete; and all streets, sidewalks and driveways are open to traffic, and traffic control devices are removed.

1.20 WARRANTY

All work done in association with this contract shall have a one-year warranty against defects in material and workmanship, except where asphalt pavement specifications require a two-year warranty. Warranty time will begin on the date of Final Completion; Contractor shall schedule a one-year walk through with Owner prior to expiration of warranty to examine the work done during this contract and draft a punch list for any items that may need to be repaired or replaced. The two-year warranty will not require a scheduled walk through, but Owner will contact Contractor if any areas need to be repaired or replaced.

PART 2 – SPECIAL PROJECT REQUIREMENTS

2.01 STAGING AREAS

The Contractor must arrange any staging areas beyond the street right-of-way as desired. The Contractor shall take all precautions necessary for proper placement and security of equipment and stored materials.

2.02 TRAFFIC CONTROL, SCHEDULING & SEQUENCING REQUIREMENTS

The Contractor shall NOT submit a formal traffic control plan for this project. However, for this project, the Contractor shall account for the following conditions related to the concrete pathway traffic crossing through the construction site.

- The Contractor shall provide a minimum of two (2) orange signs with the text "WORK AHEAD" or similar phrasing to warn pathway users (walkers, runners, cyclists, etc.).
- The Contractor SHALL NOT close the concrete pathway in either direction during this project.
- The Contractor shall work in a safe and cooperative way with pathway users and shall keep the pathway generally clean and level.
- Traffic control in this minimized format shall be considered subsidiary to MOBILIZATION and shall not receive separate payment.

2.03 EXISTING LANDSCAPING RESTORATION WORK

All surfaces within the construction work area be restored to original condition or better. The contents of the existing surface are generally native plants and boulders along the top of the armored outfall area.

END OF SECTION

RESOLUTION NO. 26-165

A RESOLUTION AUTHORIZING AN AGREEMENT WITH JTR EXCAVATION, LLC, FOR THE WOLF CREEK DRAINAGE REPAIR AT NORTH PLATTE RIVER, PROJECT NO. 26-016.

WHEREAS, the City of Casper desires to repair a section of Wolf Creek, directly upstream of the North Platte River, to protect a critical sanitary sewer pipeline; and,

WHEREAS, JTR Excavation, LLC, is able and willing to provide those services specified as the Wolf Creek Drainage Repair at North Platte River, Project 26-016; and,

WHEREAS, it would be in the best interest of the City to expedite changes by allowing the City Manager to sign change orders affecting time extensions of no more than thirty (30) days, dollar amount changes no greater than Five Thousand One Hundred Sixty-One and 00/100 Dollars ($5,161.00), and other project administration related change orders that do not substantially alter the scope of the project.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement with JTR Excavation, LLC, for those services, in the amount of Twenty-Nine Thousand Eight Hundred Thirty-Nine and 00/100 Dollars ($29,839.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the project, retaining those amounts prescribed by the agreement, equal to a total amount not to exceed Twenty-Nine Thousand Eight Hundred Thirty-Nine and 00/100 Dollars ($29,839.00), and Five Thousand One Hundred Sixty-One and 00/100 Dollars ($5,161.00) for a construction contingency account, for a total price of Thirty-Five Thousand and 00/100 Dollars ($35,000.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to sign change orders effecting time extensions of no more than thirty (30) days, changes in the dollar amount of the above described agreement not greater than the sum of Five Thousand One Hundred Sixty-One and 00/100 Dollars ($5,161.00), and other project administration related change orders that do not substantially alter the scope of the project.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2026.

APPROVED AS TO FORM:
(Wolf Creek Drainage Repairs at North Platte River, Project No. 26-016)

Wallace Trauger III

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Amanda Ainsworth
City Clerk

Ray Pacheco
Mayor

June 12, 2026

MEMO TO: Janine Jordan, City Manager

FROM: Krista Johnston P.E., Public Services Director
Zulima Lopez, Parks, Recreation, and Public Facilities Director
Alex Sveda, P.E., City Engineer
Steven Stolte, P.E., Associate Engineer II

SUBJECT: Authorizing a Contract for Professional Services with Hein-Bond Architects, LLC, for a not to exceed amount of $77,200.00 for the Hogadon Structural and Plumbing Repairs Project No. 26-012.

Meeting Type & Date
Regular Council Meeting
July 21, 2026

Action Type
Resolution

Recommendation
That Council, by resolution, authorize a Contract for Professional Services with Hein-Bond Architects, LLC, for design services for Hogadon Structural and Plumbing Repairs Project No. 26-012, in the amount of $77,200.00.

Summary
Several slab-on-grade locations within the Hogadon lodge have shown signs of settlement in the last several years. These areas include the back-of-house kitchen and bar area. In 2024, the bar area was repaired by injection leveling. The back-of-house kitchen area floor, although receiving injection leveling repairs in 2024, had existing floor drains and plumbing that required repositioning from movement caused by the settling. Upon conducting these repairs in 2025, it was found that the main sewer service was bent from the settlement at the structural foundation. It was also found the structural wall running between the kitchen and bar area had been subject to additional settlement, resulting in cracked drywall and shifting of door openings.

Proposals were requested from qualified consultants to furnish design and engineering/architectural services for the needed structural and plumbing repairs to correct and sustain these slab-on-grade areas from further settlement. Two (2) Proposals were received, and both were selected for interviews.

Company	Location	Cost
Hein-Bond Architects	Casper, Wyoming	$77,200.00
GSG Architecture	Casper, Wyoming	$159,370.00

City Staff recommends awarding this contract to Hein-Bond, in the amount of $77,200, based on their qualifications, understanding of the project, and reasonable fees.

Hein-Bond Architects, LLC
Hogadon Structural and Plumbing Repairs

Financial Considerations
Funding for this project will be from Capital Reserves for Hogadon.

Council Adopted Goals
☒ Infrastructure
☒ Fiscal Stability
☒Communication & Public Education

Oversight/Project Responsibility
Steven Stolte, P.E., Associate Engineer II

Attachments
Resolution
Agreement

Hein-Bond Architects, LLC
Hogadon Structural and Plumbing Repairs

CONTRACT FOR PROFESSIONAL SERVICES

PART I - AGREEMENT

This Contract for Professional Services ("Contract") is entered into on this ____ day of July, 2026, by and between the following parties:

1. The City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 ("City" or "Owner").

2. Hein/Bond, LLC, 235 S. David, Suite D, Casper, Wyoming 82601 ("Consultant").

Throughout this document, the City and the Consultant may be collectively referred to as the "parties."

RECITALS

A. The City is undertaking a project to conduct structural and plumbing repairs at the Hogadon Ski Lodge.

B. The project requires professional services for the engineering/architectural services for the Hogadon Structural and Plumbing Repairs Project No. 26-012.

C. The Consultant represents that it is ready, willing, and able to provide the professional services to the City as required by this Contract.

D. The City desires to retain the Consultant for such services.

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein to be performed, the parties agree as follows:

1. SCOPE OF SERVICES:

The scope of services shall, as a minimum, include the following:

A. Demolition, Development, Schematic Design and Design Development Phases

1. The Consultant shall prepare a demolition plan for the current slab in the Hogadon Lodge back-of-house kitchen and bar area. This plan shall include a staging plan and coordination with existing utility providers for service shutoffs, relocations and/or terminations. The Consultant shall coordinate with the Owner to determine which materials at the existing site shall be salvaged by the Owner. Consultant shall oversee demolition work. The Consultant shall consider facility schedule.

2. The Consultant shall prepare a conceptual plan layout for the slab and wall to be reviewed and approved by the Owner prior to commencing with subsequent design.

3. The Consultant shall complete a building and site survey of the existing site proposed for construction. The site survey shall consist of all necessary site building interior and exterior with necessary topographic survey. This shall include all building and site slab critical elevations and critical plumbing elevations and other building and site topographic features. The Consultant shall be responsible for hiring and paying for these services.

4. The Consultant shall provide a recommendation for any needed Geotechnical investigation for the existing site, containing information necessary to renovate and construct the proposed remedies and repairs.

5. The Consultant shall prepare a preliminary plan. The preliminary plan shall move beyond the conceptual design developed and shall contain information such as preliminary plans, elevations, sections, exact underground utility locations, and all necessary preliminary details.

6. The Consultant shall meet regularly with the Owner during preliminary design to discuss project status and for Owner review and approval of design concepts on the construction drawings and specifications.

B. Final Design Phase

1. The Consultant shall develop and provide detailed construction drawings covering building and site surveys; removal and plan layout; grading plan; utilities plan; floor plan and section details, structural details and other details covering finish schedules, building elevations; foundations and floor framing plans; schematic drawings and detail sheets associated with plumbing and other necessary electrical, mechanical, air conditioning, gas, water, sewer, power, surface water storm drainage, and other drawings, all to provide complete construction documents.

2. The Consultant shall conduct final building, site, and field surveys to necessary information for preparation of detailed construction documents for the facility.

3. The Consultant shall prepare a set of contract documents in order to publicly advertise and let bids for construction of the Project. Contract documents shall consist of bidding specifications, technical specifications and construction drawings.

4. The Consultant shall provide the City preliminary construction drawings

and project manuals in PDF format for review by the Owner.

5. The Consultant shall coordinate all AutoCAD requirements to ensure 100% compatibility with the City's CAD system. Final bid documents and drawings shall be provided to the City in AutoCAD and PDF format.

6. The Consultant shall prepare a project cost estimate when construction documents are approximately fifty (50%) complete, and two (2) weeks prior to public advertisement.

7. The Consultant shall meet with representatives of the City when construction drawings and technical specifications are approximately fifty percent (50%) complete and two weeks prior to public advertisement to review and approve of design concepts.

C. Computer Aided Drafting Format

1. The Consultant shall prepare final drawings on a computer aided drafting format. Digital format shall be in AutoCAD and PDF and be compatible with existing City system.

D. Project Manual

1. The Consultant shall prepare Technical Specifications covering the required work for the Hogadon Ski Lodge Structural and Plumbing Repairs, Project No. 26-012.

2. The Consultant shall prepare Construction Drawings and Specifications in accordance with all local codes and the Current City of Casper Standard Specifications. The Consultant shall verify their design is in compliance with local codes by the Casper Building Department.

3. General Conditions and Supplemental Conditions of the Specifications shall be based on current City of Casper approved documents.

4. The Consultant shall prepare a Project Manual to include the following:

   a. Technical Specifications.

   b. Bid Schedule to accompany City's Bid Form.

   c. Edited by the Consultant "front end" documents of the Project Manual supplied by the City Engineering Office. Documents supplied will consist of Advertisement for Bids, Instruction to Bidders, Performance and Payment Bonds, Bid Bond and Form, Agreement between Owner

and Contractor, General Conditions, and Supplementary Conditions. Consultant shall review these documents, insert modifications where necessary, and return them for final typing.

5. The Consultant shall affix their professional architect's/engineer's stamp, date, and signature to the front cover of the project manual and drawings and in accordance with Wyoming State Registration Statutes.

E. Subconsultants

1. The Consultant shall be responsible to procure any necessary subconsultant to complete the work.

2. The City and Consultant shall mutually approve, in writing, the use of any subconsultants that the Consultant desires to use.

3. The Consultant shall be responsible for the administration, management, procurement, and payment of services provided by subconsultant(s).

F. Advertising and Bidding Phase

1. The City will advertise the project on QuestCDN, and bid online through Quest vBID.

2. The Consultant shall arrange for and conduct a prebid conference ten (10) days prior to the bid opening. The Consultant shall take minutes of the meeting and distribute them to all parties listed on the plan-holders sheet.

3. The Consultant shall prepare and distribute addenda, if necessary.

4. The Consultant shall respond to bidding questions of prospective bidders as necessary in accordance to the bidding requirements.

5. The Consultant shall provide a written opinion to the City showing their recommendations for awarding the bid.

G. Construction Phase

1. The Consultant shall conduct a pre-construction meeting with the Contractor at the jobsite to review each work item, construction quality control, and phasing of the work, and coordination and scheduling to accommodate facility events and operations.

2. The Consultant shall review shop drawings and material sample submittals for conformance with the intent of the design documents.

3. The Consultant shall make visits to the job-site at intervals appropriate to the various stages of construction to observe the progress and quality of the Contractor's work.

4. The Consultant shall evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor(s).

5. The Consultant shall provide for, and retain, a subconsultant for material testing as specified in the Contract Documents.

6. The Consultant shall attend progress meetings.

7. The Consultant shall issue necessary interpretations and clarifications of the contract documents and assist in the resolution of problems or conflicts due to unforeseen latent conditions.

8. The Consultant shall review contractor pay requests and advise City accordingly.

9. The Consultant shall prepare a punchlist near project completion and conduct a final project review of punchlist items addressed by the contractor.

10. The Consultant shall maintain a regularly updated set of "as-built" record documents. Consultant shall submit via email record documents to City within thirty (30) days after Substantial Completion in the form of AutoCAD and PDF format labeled as "Record Drawings – Hogadon Ski Lodge Structural and Plumbing Repairs, Project No. 26-012". All submittals shall be dated.

2. TIME OF PERFORMANCE:

Items A through E of the Scope of Services for the Consultant shall be undertaken and completed on or before the 30th day of September 2026. Item F shall be completed no later than 180 days after the completion of Item D, and Item G shall be completed no later than 180 days after completion of Item F.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Consultant shall be compensated for services performed in accordance with paragraph 1, not to exceed a sum of Seventy-Seven Thousand Two Hundred and 00/100 Dollars ($77,200.00).

4. METHOD OF PAYMENT:

Payment will be made following completion of the terms set forth herein and receipt of an itemized invoice, certified under penalty of perjury, from the Consultant for services rendered in conformance with the Contract, and following approval by the Casper City Council. The invoice for payment must specify the correct amount due; that the Consultant has performed the services rendered under this Contract, in conformance with the Contract, and that it is entitled to receive the amount requested under the terms of the Contract.

If amounts owed by the Consultant to the City for any goods, services, licenses, permits or any other items or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to the Consultant pursuant to this Contract.

5. TERMS AND CONDITIONS:

This Contract is subject to and incorporates the provisions attached hereto as PART II -- GENERAL TERMS AND CONDITIONS.

6. EXTENT OF CONTRACT:

This Contract represents the entire and integrated Agreement between the City and the Consultant, and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended only by written instrument signed by both the City's and the Consultant's authorized representatives.

The City and the Consultant each individually represent that they have the requisite authority to execute this Contract and perform the services described in this Contract.

IN WITNESS WHEREOF, the undersigned duly authorized representatives of the parties have executed this Contract as of the day and year above.

[Signature Pages Follow]

Signature Page for the City of Casper

APPROVED AS TO FORM

CITY OF CASPER, WYOMING
A Municipal Corporation

Ray Pacheco
Mayor

ATTEST

Amanda Ainsworth
City Clerk

Signature Page for the Consultant

WITNESS

By: _____

Printed Name: Kevin Pownell

Title: Project Manager

CONSULTANT
Hein-Bond Architects

By: _____

Printed Name: Jeffery Bond

Title: Architect

CONTRACT FOR PROFESSIONAL SERVICES

PART II - GENERAL TERMS AND CONDITIONS

1. TERMINATION OF CONTRACT:

1.1 The City may terminate this Contract anytime by providing thirty (30) days written notice to the Consultant of intent to terminate said Contract. In such event, all finished or unfinished documents, data, studies and reports prepared by the Consultant under this Contract shall, at the option of the City, become its property, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

1.2 Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City, by virtue of termination of the Contract by the Consultant, or any breach of the Contract by the Consultant, and the City may withhold any payments to the Consultant for the purpose of setoff until such time as the exact amount of damages due the City from the Consultant are determined.

2. CHANGES:

The City may, from time to time, request changes in the scope of the services of the Contract. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon between the City and the Consultant, shall be incorporated in written amendments to this Contract.

3. ASSIGNABILITY:

The Consultant shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City: provided, however, that claims for money due or to become due to the Consultant from the City under this Contract may be assigned to a bank, trust company, or other financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer shall be furnished to the City within five (5) business days of any assignment or transfer.

4. AUDIT:

The City and its representatives shall have access and obtain at its discretion, copies to any books, documents, papers, electronic data and records of the Consultant, which are pertinent to this Contract. The Consultant shall immediately, upon receiving written instruction from the City, provide to any independent auditor or accountant all books, documents, papers, electronic data and recordings of the Consultant which are pertinent to this Contract. The Consultant shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the City.

5. EQUAL EMPLOYMENT OPPORTUNITY:

In carrying out the program, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The Consultant shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, or disability. Such action shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant shall post in conspicuous places, available to employees and applicants for employment, notices required by the government setting forth the provisions of this nondiscrimination clause. The Consultant shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability.

6. OWNER OF PROJECT MATERIALS:

All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, and reports prepared by the Consultant under this Contract shall be considered the property of the City, and upon completion of the services to be performed, or termination of this agreement, they will be turned over to the City provided that, in any case, the Consultant may, at no additional expense to the City, make and retain such additional copies thereof as the Consultant desires for its own use; and provided further, that in no event may any of the documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, or other reports retained by the Consultant be released to any person, agency, corporation, or organization without the written consent of the City.

7. FINDINGS CONFIDENTIAL:

All reports, information, data, etc., given to or prepared, or assembled by the Consultant under this Contract are confidential and shall not be made available to any individual or organization by the Consultant without the prior written consent of the City.

8. CHOICE OF FORUM AND STATUTE OF LIMITATIONS:

Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation or proceeding only in the courts of the State of Wyoming sitting in Casper, Wyoming. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. To the extent allowable, Wyoming's statute of limitations also applies.

9. GOVERNING LAW:

This Contract, including all exhibits, schedules, attachments, and appendices attached hereto, and all matters arising out of or relating to this Contract, are governed by, and construed in accordance with, the laws of the State of Wyoming, United States of America, without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Wyoming.

10. PERSONNEL:

The Consultant represents that it has, or will secure, all personnel required in performing the services under this Contract. Such personnel shall not be employees of the City. All of the services required shall be performed by the Consultant, or under its supervision, and all personnel engaged in the work shall be fully qualified. All personnel employed by the Consultant shall be employed in conformity with applicable local, state or federal laws.

11. SUBCONSULTANT:

The Consultant shall not employ any Subconsultant to perform any services in the scope of this project, unless the Subconsultant is approved in writing by the City. Any approved Subconsultant shall be paid by the Consultant.

12. INSURANCE AND INDEMNIFICATION:

A. **Prior to** the commencement of work, the Consultant shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its Subconsultants, agents, representatives, or employees.

B. Minimum Scope and limit of Insurance.

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than the sum of One Million Dollars ($1,000,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Two Million Dollars ($2,000,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit). The CGL policy shall be endorsed to contain Employers Liability/Stop Gap Coverage
2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), or if the Consultant has no owned autos, Code 8 (hired) and 9

(non-owned), with limit no less than Five Hundred Thousand ($500,000) per accident for bodily injury and property damage.

3. Workers' Compensation: as required by the State of Wyoming with Statutory Limits.

4. Professional Liability (Errors and Omissions) Insurance appropriate to the Consultant's profession, with limit no less than the sum of Two Million Dollars ($2,000,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Two Million Dollars ($2,000,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location.

C. *Higher Limits.* If the Consultant maintains broader coverage and/or higher limits than required under this Agreement, then the City shall be entitled to the broader coverage and/or the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

D. *Other Insurance Provisions*

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. *Additional Insured Status*
   The City, its officers, elected and appointed officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38 and CG 20 37 forms if later revisions used).

2. *Primary Coverage*
   For any claims related to this Contract, the Consultant's insurance coverage shall be primary and non-contributory insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Consultant as respects the City, its officers, elected and appointed officials, employees, agents and volunteers.

3. *Notice of Cancellation*
   Each insurance policy required above shall state that coverage shall not be canceled, materially changed, or reduced, except with notice to the City. Such notice to the City shall be provided in a commercially reasonable time.

4. *Waiver of Subrogation*
   The Consultant hereby grants to the City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. The Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

5. *Deductibles and Self-Insured Retentions*
   The Consultant has two options regarding deductibles and self-insured retentions:

   a. Option 1: Any deductibles or self-insured retentions must be declared to and approved by the City. Unless otherwise approved by the City in writing, any deductible may not exceed Ten Thousand Dollars ($10,000). Unless otherwise approved in writing by the City, self-insured retentions may not exceed Ten Thousand Dollars ($10,000), and the City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

   b. Option 2: The Consultant shall carry insurance with terms that require its insurance company to pay the full value of a covered claim from the first dollar of coverage, even if the Consultant is unable to pay any deductible or self-insured retention amount(s) required by the insurance policy. The Consultant shall provide a written endorsement from its insurance carrier that such insurance coverage is in place, and shall keep such coverage in place during the term of this Contract and any subsequent time period required for claims made policies.

6. *Acceptability of Insurers*
   Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise agreed to in writing by the City.

7. *Claims Made Policies*
   If any of the required policies provide coverage on a claims-made basis:
   a. The Retroactive Date must be shown and must be before the date of the Contract or the beginning of Contract work.
   b. Insurance must be maintained and evidence of insurance must be provided *for at least five (5) years after completion of the contract of work.* However, the Consultant's liabilities under this Contract shall not be deemed limited in any way by the insurance coverage required.
   c. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Dat*e prior to the Contract

effective date, the Consultant must purchase "extended reporting" coverage for a minimum of *five (5)* years after completion of contract work and at all times thereafter until the applicable statute of limitations runs.

8. *Verification of Coverage*
   The Consultant shall furnish the City with original certificates of insurance including all required amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to the City before work begins. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

9. *Subconsultants*
   The Consultant shall require and verify that all Subconsultants maintain insurance meeting all the requirements stated herein, and the Consultant shall ensure that the City is an additional insured on insurance required from Subconsultants.

10. *Special Risks or Circumstances*
    The City reserves the right to reasonably modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

E. The Consultant agrees to indemnify the City, the City's employees, elected officials, appointed officials, agents, and volunteers, and all additional insured and hold them harmless from all liability for damages to property or injury to or death to persons, including all reasonable costs, expenses, and attorney's fees incurred related thereto, to the extent arising from negligence, fault or willful and wanton conduct of the Consultant and any Subconsultant thereof.

13. LIMITATION OF LIABILITY:

In no event shall the City, the City's employees, elected officials, appointed officials, or agents be liable under this Contract to the Consultant or any third party for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages or lost profits or revenues, or diminution in value, arising out of, relating to, or in connection with any breach of this Contract, regardless of (a) whether such damages were foreseeable (b) whether or not the Consultant was advised of the possibility of such damages and (c) the legal or equitable theory (contract, tort, or otherwise) upon which the claim is based.

14. INTENT:

The Consultant represents that it has read and agrees to the terms of this Contract and further agrees that it is the intent of the parties that the Consultant shall perform all of the services for the compensation set forth in this Contract. The Consultant also agrees that it is the specific intent of the parties, and a material condition of this Contract, that it shall not be entitled to compensation for other services rendered unless specifically authorized by the City by Resolution of its governing body. The Consultant agrees that it has carefully examined the Scope of Services, and that the compensation is adequate for performance of this Contract.

15. WYOMING GOVERNMENTAL CLAIMS ACT:

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

16. NO THIRD PARTY BENEFICIARY RIGHTS:

The parties to this Contract do not intend to create in any other individual or entity the status of third-party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties and obligations contained in this Contract shall operate only between the parties to this Contract, and shall inure solely to the benefit of the parties to this Contract. The parties to this Contract intend and expressly agree that only parties signatory to this Contract shall have any legal or equitable right to seek to enforce this Contract, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Contract, or to bring an action for the breach of this Contract.

17. FORCE MAJEURE:

Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, pandemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.

18. ELECTRONIC SIGNATURES:

The parties understand and agree that they have the right to execute this Contract through paper or through electronic signature technology, which is in compliance with Wyoming

and federal law governing electronic signatures. The parties agree that to the extent they sign electronically, their electronic signature is the legally binding equivalent to their handwritten signature. Whenever they execute an electronic signature, it has the same validity and meaning as their handwritten signature. They will not, at any time in the future, repudiate the meaning of their electronic signature or claim that their electronic signature is not legally binding. They agree not to object to the admissibility of this Contract as an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the grounds that it is an electronic record or electronic signature or that it is not in its original form or is not an original. Each party will immediately request that their electronic signature be revoked in writing if they discover or suspect that it has been or is in danger of being lost, disclosed, compromised or subjected to unauthorized use in any way. If either party would like a paper copy of this Contract, they may request a copy from the other party, and the other party shall provide it.

RESOLUTION NO. 26-166

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH HEIN-BOND ARCHITECTS, LLC, FOR THE HOGADON STRUCTURAL AND PLUMBING REPAIRS, PROJECT NO. 26-012.

WHEREAS, the City of Casper desires to secure professional engineering/architectural services for the Hogadon Structural and Plumbing Repairs Project No. 26-012; and,

WHEREAS, Hein-Bond Architects, LLC, is ready, willing and able to provide these professional services.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a Contract for Professional Services with Hein-Bond Architects, LLC, for the services more specifically delineated therein.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions, using appropriate funds, throughout the project as prescribed by the Agreement, for a total amount not to exceed Seventy-Seven Thousand Two Hundred and 00/100 Dollars ($77,200.00).

PASSED, APPROVED, AND ADOPTED this _____ day of July, 2026.

APPROVED AS TO FORM:

Eric K. Nelson

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Amanda Ainsworth
City Clerk

Ray Pacheco
Mayor

June 30, 2026

MEMO TO: Janine Jordan, City Manager

FROM: Shane Chaney, Chief of Police
Leslie Fritzler, Victim Services Coordinator

SUBJECT: That the City Council Authorize the Acceptance of a Grant Award from the Wyoming Office of the Attorney General Division of Victim Services, in the amount of One Hundred Thousand, One Hundred Ninety-Seven Dollars and 00/100 ($100,197.00)

Meeting Type & Date
Council Meeting
July 21st, 2026

Action Type
Resolution

Recommendation
That Council, by resolution, authorizes the acceptance of a grant award from the Wyoming Office of the Attorney General Division of Victim Services, in the amount of One Hundred Thousand, One Hundred Ninety Seven Dollars and 00/100 ($100,197.00), to be used for existing salaries, training, operating expenses, emergency assistance, advertising, and other services covered by the grant.

Summary
The Casper Police Department has been notified that the Wyoming Office of the Attorney General Division of Victim Services desires to award the City of Casper a grant to be used for existing salaries, training, operating expenses, emergency assistance, advertising, and other services covered by the grant.

The State of Wyoming funds this grant from several sources including, but not limited to, the State general fund, State and Federal court surcharges on criminal offenders, and some Federal Violence Against Women Act funds.

This grant is for the period of July 1, 2026, through June 30, 2027. Funding will come from the Wyoming Office of the Attorney General, Division of Victim Services via federally supported funds as outlined in the Fiscal Year 2027 Contract. This grant was anticipated and has been included in the city budget.

Financial Considerations
This grant is funded through the State of Wyoming.

Council Adopted Goals
☐ Infrastructure
☒ Fiscal Stability
☒ Communication & Public Education

Oversight/Project Responsibility
Leslie Fritzler Victim Services Coordinator

Attachments
Fiscal Year 27 Contract

Wyoming Office of the Attorney General
Division of Victim Services

Governor
Mark Gordon

Attorney General
Bridget Hill

320 W 25th St. 2nd Floor.
Cheyenne, WY 82002
(307) 777-7200 Telephone
(307) 777-6683 Fax

Director
Cara Boyle Chambers

Deputy Director
Megan Hughes

Enclosed you will find the contract for your agency's SFY2027 DVS Award, including Attachments A and B (as applicable), as well as a pre-populated SF-LLL form. Please review your contract carefully and let me know if you find any errors.

The contract, including both signature pages and attachments A and B (as applicable), as well as the SF-LLL form must be signed and the originals mailed back to me. Once I receive the contract and any outstanding stipulation documents the contract will be signed by Director Chambers and we will be able activate your SFY2027 reimbursements in Webgramts.

An original signed contract will be mailed to the Division's primary contact for your agency after it has been executed by our office.

- ☐ Fill out and sign signature page 1
- ☐ Fill out and sign signature page 2
- ☐ Fill out and sign attachment A
  - ☐ Attach A133 audit if you indicated it was attached or provide web address for online copy
- ☐ Fill out and sign attachment B (if included)
- ☐ Complete and sign SF-LLL form (if included)
  - ☐ Complete questions: 4, 9 (cumulative total of ALL federal awards your agency receives), 10a & 10b as applicable, sign and date
- ☐ Mail all original documents back to me

Best,

Katie Koskelowsi
Regional Program Manager
Wyoming Division of Victim Services
320 W 25th Street 2nd Floor
Cheyenne, WY 82002
307-777-6681

FISCAL YEAR 2027 CONTRACT
FOR SERVICES TO VICTIMS OF CRIME BETWEEN
THE STATE OF WYOMING, OFFICE OF THE ATTORNEY GENERAL, DIVISION OF VICTIM SERVICES
AND
CITY OF CASPER, CASPER POLICE DEPARTMENT

1. **Parties**. The parties to this Contract are the State of Wyoming, Office of the Attorney General, Division of Victim Services (Division), whose address is 320 West 25th Street, 2nd Floor, Cheyenne, WY 82002, and City of Casper, Casper Police Department (Contractor), whose address is 201 North David, Casper, WY 82601. The Contractor's SAM Unique Entity ID is HXH4C4Y14JR5, the EIN is 836000049, and Vendor Code is VC*86422.

2. **Purpose of Contract**. The purpose of this Contract is to set forth the terms and conditions by which the Contractor shall provide services to victims of all crime as defined by and in accordance with applicable federal law, state law, the applicable Rules and Regulations of the Division of Victim Services, incorporated herein, and the approved strategic plan, grant proposals, and budgets on file at the Division. This Contract does not include funding for Research and Development (R&D) projects.

3. **Term of Contract**. This Contract is effective when all parties have executed it (Effective Date). The Performance Period of this Contract is from July 1, 2026 through June 30, 2027. All services shall be completed during this term.

4. **Reimbursement**.

   A. **Reimbursement.** The Division agrees to reimburse Contractor for services described in this Contract. The total reimbursement under this Contract shall not exceed one hundred thousand one hundred ninety-seven dollars and no cents ($100,197.00). No reimbursement shall be made prior to the Effective Date of this Contract. The amount payable under this Contract is allocated as follows:

      (i) The following federal funds must support the project as outlined in the SFY2027/2028 approved grant proposal:

         (a) VAWA: (LE) Sixteen thousand one hundred forty-five dollars and no cents $16,145.00. Funds will be paid from the 15JOVW-25-GG-00067-STOP VAWA-STOP grant, Department of Justice, Office on Violence Against Women, ALN 16.588 (federal award date: 8/18/2025) for a VAWA law enforcement project.

         (b) VOCA: Twenty-two thousand seven hundred forty-three dollars and no cents ($22,743.00). Funds will be paid from the 15POVC-25-

GG-00383-ASSI VOCA-Assistance grant, Department of Justice, Office for Victims of Crime, ALN # 16.575 (federal award date: 9/17/2025).

(ii) The following FY2027 state funds must support the project as outlined in the SFY2027/2028 approved grant proposal:

(a) State Victim Witness funds: Forty-two thousand nine hundred ninety-eight dollars and no cents ($42,998.00).

(b) State Surcharge funds: Eighteen thousand three hundred eleven dollars and no cents ($18,311.00).

B. Suspension of Reimbursement.

(i) If the Contractor is not in compliance with the Division's Rules and Regulations (see Sections 5(B) and 6(B) below) the Division may withhold reimbursement for the month following the noncompliance and suspend future reimbursements until the Contractor is in compliance.

C. Reporting. By July 31st of each year that this Contract is in effect, Contractor shall provide the Division with summary information on all expenses and anticipated expenses incurred between July 1st of the prior year through June 30th of the current year. Failure to provide the Division with this expense information by July 31st may result in the Division failing to reimburse Contractor for any expenses that were incurred prior to June 30th, but not reported.

5. Responsibilities of Contractor.

A. Performance Accountability. The Contractor's governing body shall be accountable for the performance of this Contract.

B. Compliance with Rules. The Contractor shall comply with all applicable Rules and Regulations of the Division of Victim Services. In the event the Contractor's monthly statistics, fiscal, progress, or project summary reports are thirty (30) days late, the Division may withhold further reimbursements until all reports are made current. The Contractor agrees to adhere to all federal grant requirements and the assurances set forth in Attachment B, Certified Assurances & Special Conditions, which is attached to and incorporated into this Contract and is being signed simultaneously with this Contract.

C. Management Information System. The Contractor shall submit to the Division, by electronic submission, accurate information on each client in the manner required by Division.

D. **Financial Records and Reports.** The Contractor shall maintain accounting records and documents in accordance with generally accepted accounting procedures and provide financial reports as may be requested by the Division.

E. **Monitoring and Evaluation.** The Contractor agrees to monitoring and evaluation of programs, services, and Contract compliance, to be conducted by staff of the Division in accordance with the applicable Rules and Regulations of the Division of Victim Services.

F. **Corrective Action.** The Contractor shall take corrective action in a timely manner to remedy any deficiencies affecting compliance with this Contract and/or to remedy any deficiencies affecting substantial compliance with the applicable Rules and Regulations of the Division of Victim Services.

G. **Minutes.** Contractor shall keep copies of minutes of board of directors' meetings on file at its office and make them available for review upon request of the Division.

H. **Required Meetings.** The Contractor shall ensure representation at grantee meetings, and at management and program trainings convened by or on behalf of the Division.

6. **Responsibilities of the Division.**

A. **Consultation.** The Division shall consult with and advise the Contractor, as necessary, to enable the Contractor to complete its duties under this Contract.

B. **Withholding Payments.** The Division shall reimburse the Contractor, upon receipt of monthly invoices, unless the Contractor has failed to meet the requirements of this Contract, at which time the Division shall notify the applicable president or chairman of the board or administering agency designee of such noncompliance. Failure to take prompt corrective action may result in the Division withholding reimbursements until appropriate corrective action has been taken. If such action is not taken, the Contract may be terminated in accordance with the applicable Rules and Regulations of the Division of Victim Services or the Termination provision of this Contract.

C. **Monitoring and Evaluation.** The Division shall monitor and evaluate the Contractor's compliance with the conditions and provisions set forth in this Contract.

7. **Special Provisions.**

A. **Source of Funds.** Funds for this Contract are a combination of federal funds made

available by the U.S. Congress and state general funds made available by the Wyoming Legislature. There is no obligation on the part of the State of Wyoming to continue these services with state general funds or with federal funds.

B. **Interest on Funds**. The Contractor may not draw interest payments on funds made available through this Contract.

C. **Prohibited Uses of Funds**. Funds made available to the Contractor through this Contract shall be used for purposes specified in the Contract and not for any other purpose. Prohibited uses of funds include, but are not limited to:

(i) Capital construction projects or the purchase of buildings or other long-term capital investments unless otherwise specifically provided herein; and

(ii) Payment of expenses for lobbying for state and federal funds, including travel, per diem, telephone, printing, or services of a lobbyist.

D. **Full-time County Offices**. The Contractor agrees to maintain a full-time office in Natrona County in accordance with the Contractor's application for funding.

E. **Prohibition of Subcontracting**. The Contractor shall not subcontract any services purchased under this Contract without prior written approval of the Division. If the Division approves a subcontract arrangement by the Contractor, the Contractor shall retain full program and fiscal responsibility for subcontracted services.

F. **No Finder's Fees**. No finder's fee, employment agency fee, or other such fee related to the procurement of this Contract shall be paid by either party.

G. **Nondiscrimination.** The Contractor shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Contract.

H. **Limitations on Lobbying Activities.** By signing this Contract, Contractor certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by Contractor or its subcontractors in connection with lobbying member(s) of Congress, or any federal agency in connection with the award of a federal grant, contract, cooperative agreement, or loan.

I. **Monitoring Activities.** The Division shall have the right to monitor all activities related to this Contract that are performed by Contractor or its subcontractors. This shall include, but not be limited to, the right to make site inspections at any time

and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this Contract; and to observe personnel in every phase of performance of Contract related work.

J. **Publicity.** Any publicity given to projects, programs or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for Contractor and related to the services and work to be performed under this Contract, shall identify the Office of the Attorney General, Division of Victim Services as the sponsoring agency and shall not be released without prior written approval of the Division.

K. **Suspension and Debarment.** By signing this Contract, Contractor certifies that neither it nor its principals/agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction or from receiving federal financial or non-financial assistance, nor are any of the participants involved in the execution of this Contract suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension), or 2 CFR Part 180, or are on the debarred or otherwise ineligible vendors list maintained by the federal government. Further, Contractor agrees to notify the Division by certified mail should it or of any of its agents become ineligible for payment, debarred, suspended, or voluntarily excluded from receiving federal funds during the term of this Contract.

L. **Administration of Federal Funds.** Contractor agrees its use of funds awarded herein is subject to the Uniform Administrative Requirements of 2 CFR Part 200, *et seq.*; any additional requirements set forth by the federal funding agency; all applicable regulations published in the Code of Federal Regulations; and other program guidance a provided to it by the Division.

M. **Kickbacks.** The Contractor certifies and warrants that no gratuities, kickbacks or contingency fees were paid in connection with this Contract, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Contract. If the Contractor breaches or violates this warranty, the Division may, at its discretion, terminate this Contract without liability to the Division, or deduct from the Contract price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.

N. **Human Trafficking.** As required by 22 U.S.C. 7104(g) and 2 C.F.R. Part 175, this Contract may be terminated without penalty if a private entity that receives funds under this Contract:

(i) Engages in severe forms of trafficking in persons during the period of time

the award is in effect;

(ii) Procures a commercial sex act during the period of time the award is in effect; or

(iii) Uses forced labor in the performance of the award or subawards under the award.

O. Environmental Policy Acts. Contractor agrees all activities under this Contract will comply with the Clean Air Act, the Clean Water Act, the National Environmental Policy Act, and other related provisions of federal environmental protection laws, rules or regulations.

P. Federal Audit Requirements. Contractor agrees that if it expends an aggregate amount in excess of the amount set forth in 2 CFR Part 200, Subpart F in federal awards during its fiscal year, it must undergo an organization-wide financial and compliance single audit. Contractor agrees to comply with the audit requirements of the U.S. General Accounting Office Government Auditing Standards and Audit Requirements of 2 CFR Part 200, Subpart F. and shall submit verification of its compliance to the Division using Attachment A, Subgrantee Audit Requirements, which is attached to and incorporated into this Contract by this reference. If findings are made which cover any part of this Contract, Contractor shall provide one (1) copy of the audit report to the Division and require the release of the audit report by its auditor be held until adjusting entries are disclosed and made to Division's records.

Q. Non-Supplanting Certification. Contractor hereby affirms that federal grant funds shall be used to supplement existing funds, and shall not replace (supplant) funds that have been appropriated for the same purpose. Contractor should be able to document that any reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds under this Contract.

R. Program Income. Contractor shall not deposit grant funds in an interest bearing account without prior approval of the Division. Any income attributable to the grant funds distributed under this Contract must be used to increase the scope of the program or returned to the Division.

S. Indirect Cost. Certain Wyoming Office of the Attorney General, Division of Victim Services recipients have the option of electing to use the "de minimis" indirect cost rate. An applicant that is eligible to use the "de minimis" rate and that wishes to use the "de minimis" rate should attach written documentation to the application that advises the Division of both (1) the applicant's eligibility to use the "de minimis" rate, and (2) its election to do so. If an eligible applicant elects the "de minimis" rate, costs must be consistently charged as either indirect or direct costs, but may not be double charged or inconsistently charged as both. The "de minimis" rate may no longer be used once an approved federally negotiated indirect

cost rate is in place. (No entity that ever has had a federally approved negotiated indirect cost rate is eligible to use the "de minimis" rate.) For the "de minimis" rate requirements (including on eligibility to elect to use the rate), see 2 C.F.R. 200.414(f).

T. **Assumption of Risk**. The Contractor shall be responsible for any loss of state or federal funding, either administrative or program dollars, due to the Contractor's failure to comply with state or federal requirements. The Division shall notify the Contractor of any state or federal determination of noncompliance.

U. **Copyright License and Patent Rights.** Contractor acknowledges that federal grantor, the State of Wyoming, and the Division reserve a royalty-free, nonexclusive, unlimited, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal and state government purposes: (1) the copyright in any work developed under this Contract; and (2) any rights of copyright to which Contractor purchases ownership using funds awarded under this Contract. Contractor must consult with the Division regarding any patent rights that arise from, or are purchased with, funds awarded under this Contract.

V. **Applicability of Appendix II to 2 CFR Part 200.** This Contract has been funded, in whole or in part, with an Award of Federal funds and is bound by the federal contract provisions required by the Uniform Guidance Appendix II of 2 CFR Part 200 (the Federal Contract Provisions), incorporated herein by this reference. In the event of a conflict between the Special Provisions section of this Contract, or any attachments or exhibits incorporated herein, and the Federal Contract Provisions, the Federal Contract Provisions shall control. Failure to comply with the Federal Contract Provisions shall constitute an event of default under this Contract. If such a default remains uncured five (5) calendar days following the termination of a thirty (30) day prior written notice period, the Division may terminate this Contract. This remedy will be in addition to any other remedy available to the State of Wyoming and the Division under this Contract, at law, or in equity.

8. **General Provisions**.

A. **Amendments.** Any changes, modifications, revisions or amendments to this Contract which are mutually agreed upon by the parties to this Contract shall be incorporated by written instrument, executed by all parties to this Contract.

B. **Applicable Law, Rules of Construction, and Venue**. The construction, interpretation, and enforcement of this Contract shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder," "herein," and words of similar import, are intended to refer to this Contract as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the parties.

The venue shall be the First Judicial District, Laramie County, Wyoming.

C. **Assignment Prohibited and Contract Shall Not be Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Contract without the prior written consent of the other party. The Contractor shall not use this Contract, or any portion thereof, for collateral for any financial obligation without the prior written permission of the Division.

D. **Audit and Access to Records.** The Division and its representatives shall have access to any books, documents, papers, electronic data, and records of the Contractor, which are pertinent to this Contract. The Division may request a standard audit of a Contractor's financial records to be completed at the Contractor's expense. The Contractor shall maintain such records for seven (7) years after termination of the Contract, or for one (1) year after the final resolution of any dispute arising from the Contract, whichever is later.

E. **Availability of Funds.** Each payment obligation of the Division is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Contract, the Contract may be terminated by the Division at the end of the period for which the funds are available. The Division shall notify the Contractor at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Division in the event this provision is exercised, and the Division shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

F. **Award of Related Contracts.** The Division, under the applicable Rules and Regulations of the Division of Victim Services, may award supplemental or successor contracts for work related to this Contract or may award contracts to other contractors for work related to this Contract. The Contractor shall cooperate fully with other contractors and the Division in all such cases.

G. **Certificate of Good Standing.** Contractor shall provide to the Division a Certificate of Good Standing from the Wyoming Secretary of State, or other proof that Contractor is authorized to conduct business in the State of Wyoming, if required, before performing work under this Contract. Contractor shall ensure that annual filings and corporate taxes due and owing to the Secretary of State's office are up-to-date before signing this Contract.

H. **Compliance with Laws.** The Contractor shall keep informed of and comply with all applicable federal and state laws and federal and state rules and regulations in the performance of this Contract, specifically including: Wyo. Stat. § 1-40-118(b),

Wyoming Nonprofit Corporations Act, Wyo. Stats. §§ 17-19-101 through 17-19-1807, the applicable Rules and Regulations of the Division of Victim Services, and all subsequent amendments which relate to this Contract and the services to be provided.

I. **Entirety of Contract**. This Contract, consisting of twelve (12) pages; Attachment A, Subgrantee Audit Requirements, consisting of one (1) page; Attachment B, Certified Assurances & Special Conditions, consisting of fifteen (15) pages; the grant proposals, which are on file with the Division; and the Federal Contract Provisions, represent the entire and integrated Contract between the parties and supersede all prior negotiations, representations and agreements, whether written or oral. In the event of a conflict between the language of this Contract and the language of any attachments or documents incorporated by reference, the language of this Contract shall control.

J. **Ethics.** Contractor shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*), and any and all ethical standards governing Contractor's profession.

K. **Force Majeure.** Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.

L. **Indemnification**. Each party to this Contract shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.

M. **Independent Contractor**. The Contractor shall function as an independent contractor for the purposes of this Contract, and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Contract, the Contractor shall be free from control or direction over the details of the performance of services under this Contract. The Contractor shall assume sole responsibility for any debts or liabilities that may be incurred by the Contractor in fulfilling the terms of this Contract, and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Contract. Nothing in this Contract shall be interpreted as authorizing the Contractor or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Division, or to incur any obligation of any

kind on behalf of the State of Wyoming or the Division. The Contractor agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance, or similar benefits available to State of Wyoming employees will inure to the benefit of the Contractor or the Contractor's agents or employees as a result of this Contract.

N. **Notices.** All notices arising out of, or from, the provisions of this Contract shall be in writing, either by regular mail or delivery in person at the addresses provided under this Contract.

O. **Prior Approval**. This Contract shall not be binding upon either party, no services shall be performed, and the Wyoming State Auditor shall not draw warrants for payment, until this Contract has been fully executed, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-3204(b)(iv).

P. **Ownership and Return of Documents and Information.** The Division is the official custodian and owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Contractor in the performance of this Contract. Upon termination of services, for any reason, Contractor agrees to return all such original and derivative information and documents to the Division in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers.

Q. **Severability**. Should any portion of this Contract be judicially determined to be illegal or unenforceable, the remainder of the Contract shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.

R. **Sovereign Immunity and Limitations**. Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and the Division expressly reserve sovereign immunity by entering into this Contract and the Contractor expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to Wyo. Stat. § 1-39-101, *et seq.*, and all other applicable law. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Contract shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.

S. **Termination of Contract.** This Contract may be terminated, without cause, by

either party upon thirty (30) days written notice of termination to the other party. This Contract may be terminated by the Division immediately for cause if the Contractor fails to perform in accordance with the terms of this Contract.

(i) The Contractor agrees to termination of the Contract in accordance with the applicable Rules and Regulations of the Division of Victim Services after the occurrence of any of the following events unless the deficiency is corrected to the satisfaction of the Division:

(ii) The Contractor is not using Contract funds for Contract purposes;

(iii) The Contract program is not providing services to victims of crime consistent with Wyo. Stat. § 1-40-118(b);

(iv) The program is not of an acceptable standard or quality under the applicable Rules and Regulations of the Division of Victim Services;

(v) The Contractor commits an act or omission in violation of federal, state, or local laws or Rules and Regulations of the Division of Victim Services which would affect services to clients served under this Contract.

T. **Third-Party Beneficiary Rights**. The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties, and obligations contained in this Contract shall operate only between the parties to this Contract, and shall inure solely to the benefit of the parties to this Contract. The provisions of this Contract are intended only to assist the parties in determining and performing their obligations under this Contract.

U. **Time is of the Essence.** Time is of the essence in all provisions of this Contract.

V. **Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Contract.

W. **Waiver.** The waiver of any breach of any term or condition in this Contract shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.

X. **Counterparts**. This Contract may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Contract. Delivery by the Contractor of an originally signed counterpart of this Contract by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the Division.

9. **Signatures**. The parties to this Contract, either personally or through their duly authorized representatives, have executed this Contract on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Contract.

The Effective Date of this Contract is the date of the signature last affixed to this page.

DIVISION:
State of Wyoming, Office of the Attorney General, Division of Victim Services

Cara Boyle Chambers, Director — Date

CONTRACTOR:
City of Casper, Casper Police Department

Raymond Pacheco, Mayor — Date
City of Casper, Casper Police Department

City of Casper- APPROVAL AS TO FORM

Wallace Trembath III, Deputy City Attorney — 6/26/26 Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

Tyler M. Renner, Supervising Attorney General — #257157 — 06-18-2026 Date

9. **Signatures**. The parties to this Contract, either personally or through their duly authorized representatives, have executed this Contract on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Contract.

The Effective Date of this Contract is the date of the signature last affixed to this page.

DIVISION:
State of Wyoming, Office of the Attorney General, Division of Victim Services

_____ _____
Cara Boyle Chambers, Director Date

CONTRACTOR:
City of Casper, Casper Police Department

_____ _____
Raymond Pacheco, Mayor Date
City of Casper, Casper Police Department

City of Casper- APPROVAL AS TO FORM

_____ _____
Wallace Trembath III, Deputy City Attorney Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

#257157 06-18-2026
Tyler M. Renner, Supervising Attorney General Date

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action:
[B] a. contract
b. grant
c. cooperative agreement
d. loan
e. loan guarantee
f. loan insurance

2. Status of Federal Action:
[B] a. bid/offer/application
b. initial award
c. post-award

3. Report Type:
[A] a. initial filing
b. material change
For Material Change Only:
year N/A quarter N/A
date of last report _____

4. Name and Address of Reporting Entity:
☐ Prime ☑ Subawardee
Tier _____, *if known*:

Congressional District, *if known*:

5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:
Wyoming Office of the Attorney General
123 Capitol Building
Cheyenne, WY 82002

Congressional District, *if known*: WYAL

6. Federal Department/Agency:
Multiple
DOJ; Office for Vicitms of Crime; Office for Violence Against Women; Health and Human Services; Misc.

7. Federal Program Name/Description:
Multiple
VOCA; VAWA; SASP; FVPSA; Misc.
CFDA Number, *if applicable*: _____

8. Federal Action Number, *if known*:

9. Award Amount, *if known*:
$

10. a. Name and Address of Lobbying Registrant
(*if individual, last name, first name, MI*):

b. Individuals Performing Services (*including address if different from No. 10a*)
(*last name, first name, MI*):

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less that $10,000 and not more than $100,000 for each such failure.

Signature: _____
Print Name: _____
Title: _____
Telephone No.: _____ Date: _____

Federal Use Only:

Authorized for Local Reproduction
Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

ATTACHMENT A
Wyoming Office of the Attorney General
Division of Victim Services

Subgrantee Audit Requirements per
2 CFR Part 200 Subpart F

2 CFR 200 Subpart F – Audit Requirements, requires the Wyoming Attorney General's Office Division of Victim Services to monitor our subgrantees of federal awards to determine whether they have met the audit requirements of the circular and whether they are in compliance with federal laws and regulations.

Accordingly, we request that you check one of the following options and fill in required information for the entity that corresponds to the SAM.gov registration (Unique Entity ID) submitted to the Division.

1. X We have completed our 2 CFR 200 Subpart F audit requirements for the fiscal year **ended** 6/30/2025.
   A copy of the audit report is enclosed. – Available on city website

   (If audit findings were noted, enclose a copy of the responses, identify if the response was within 6 months of the findings, explain what management decisions were made to correct the findings.)

2. ____ We expect our 2 CFR 200 Subpart F audit for the fiscal year **ended** _____ to be completed by_____. A copy of our audit report will be forwarded to the Wyoming Office of the Attorney General Division of Victim Services within 30 days of receipt of the report.

3. ____ We are not subject to 2 CFR 200 Subpart F audit requirements because:

   ___ We **expended** less than $1,000,000 in federal awards annually.
   Total federal awards **expended** for the fiscal year **ended** _____ was in the amount of $_____ **(Include total of all federal grants)**

   ____ Other (please explain)_____

City of Casper
Subgrantee Name

Nicholas Gassman
Print Name

Accounting Supervisor
Title

Signature

7/9/26
Date

Please provide all appropriate documentation regarding your organization's compliance with audit requirements, sign and date this letter and return it to your Regional Program Manager at the Wyoming Office of the Attorney General Division of Victim Services, 320 West 25th Street 2nd Floor, Cheyenne, WY 82002.

ATTACHMENT B

CERTIFIED ASSURANCES & SPECIAL CONDITIONS

DOJ Grants (VOCA, VAWA, SASP):

- **Applicability of Part 200 Uniform Requirements and DOJ Grants Financial Guide**
  The Contractor agrees to comply with the applicable audit requirements of 2 CFR Part 200 or OMB Circular A-133, and further understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) are not satisfactorily and promptly addressed as further described in the audit requirements and the current addition of the DOJ Grants Financial Guide. The Contractor also agrees that all financial records pertinent to this award, including the general accounting ledger and all supporting documents, are subject to agency review through the life of the award, during the close-out process, and for three years after closure of the award or as long as the records are retained, whichever is longer, pursuant to 2 CFR 200.334, 200.337.

- **Compliance with DOJ Grants Financial Guide**
  The Contractor agrees to comply with the current edition of the Department of Justice Grants Financial Guide as posted on the OJP website at https://ojp.gov/financialguide/DOJ/Index.htm, including any updated version that may be posted during the period of performance.

- **Requirements related to System for Award Management and Unique Entity Identifiers**
  The Contractor must comply with the applicable requirements regarding the System for Award Management (SAM), currently accessible at http://www.sam.gov. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

  The Contractor also must comply with applicable restrictions on subawards ("subgrants") to first-tier sub-contractors (first-tier "subcontractors"), including restrictions on subawards to entities that do not acquire and provide (to the Division) the unique entity identifier assigned by SAM.

  The details of the Contractor's obligations related to SAM and to unique entity identifiers are posted on the OJP website at http://ojp.gov/funding/Explore/SAM.htm (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

  This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

- **Employment eligibility verification for hiring under the award**

1. The Contractor must-
    a. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the Contractor properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).
    b. Notify all persons associated with the Contractor who are or will be involved in activities under this award of both –
        i. This award requirement for verification of employment eligibility, and
        ii. The associated provisions in 8 U.S.C. 1324a(a)(1). that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.
    c. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).
    d. As part of the record keeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.
2. Allowable costs
   To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.
3. Rules of construction
    a. Staff involved in the hiring process
       For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all Contractor officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.
    b. Employment eligibility confirmation with E-Verify
       For purposes of satisfying the requirements of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the contractor uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

c. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.
d. Nothing in this condition shall be understood to authorize or require any contractor, any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.
e. Nothing in this condition, including in paragraph 3b, shall be understood to relieve any contractor, or any person, or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).
Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (https://www.everify.gov/) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

- **Requirement to report actual or imminent breach of personally identifiable information**
The Contractor must have written procedures in place to respond in the event of an actual or imminent breach (as defined in OMB M-17-12) if it 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of personally identifiable information (PII) (as defined in 2 C.F.R. 200.1) within the scope of a DOJ grant funded program or activity, or 2) uses or operates a Federal information system (as defined in OMB Circular A-130). The Contractor's breach procedures must include a requirement to report actual or imminent breach of PII to a Division of Victim Services Program Manager no later than twelve (12) hours after an occurrence of an actual breach, or the detection of an imminent breach.

- **Specific post-award approval required to use a noncompetitive approach in a procurement contract.**
The Contractor must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently $250,000). This condition applies to agreements that – for purposes of federal grants administrative requirements – OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at https://ojp.gov/funding/Explore/noncompetitveProcurement.htm.

Requirements pertaining to prohibited conduct related to trafficking in persons
The Contractor must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons,

whether on the part of the Contractor, or individuals defined (for purposes of this condition) as "employees" of the Contractor.
The details of the Contractor's obligations related to prohibited conduct related to trafficking in persons are posed on the OJP and OVW websites, and are incorporated by reference here.
OJP: https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking/htm (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award).
OVW: https://www.justice.gov/ovw/award-conditions (Award Condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OVW authority to terminate award).

- **Determination of suitability to interact with participating minors**
  The Contractor must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status The details of this requirement are posted on the OJP and OVW websites (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here. OJP: https://ojp.gov/funding/Explore/Interact-Minors.htm
  OVW: https://www.justice.gov/ovw/award-conditions

- **Training Guiding Principles**
  The Contractor understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OJP and/or OVW Training Guiding Principles for Grantees and Subgrantees, available at:
  OJP: https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm
  OVW: https://www.justice.gov/ovw/grantees#Resources

- **Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events**
  The Contractor must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conference, and costs of attendance at such conferences.
  Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

- **Compliance with applicable nondiscrimination provisions.**

The Victims of Crime Act, as amended, 34 U.S.C. § 20110(e)), and the Department of Justice implementing regulation at 81 Fed. Reg. 44,515, 44,532 (July 8, 2016) (to be codified at 28 C.F.R. § 94.114), prohibits OVC grantees from discriminating against any person on the basis of race, color, national origin, sex, religion, and disability in the delivery of services and employment practices. The Contractor acknowledges that it will comply with this provision.

The Contractor will comply with any applicable nondiscrimination provisions, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); the Victims of Crime Act (42 U.S.C. §10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); the Violence Against Women Act (34 U.S.C. § 12291(b)(13)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Indian Civil Rights Act (25 U.S.C. §§ 1301-1303); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131- 34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07). It will also comply with Ex. Order 13279, Equal Protection of the Laws for Faith Based and Community Organizations; Executive Order 13559, Fundamental Principles and Policymaking Criteria for Partnerships with Faith-Based and Other Neighborhood Organizations.

The Contractor also understands that (in addition to any applicable program-specific regulations and to applicable federal regulations that pertain to civil rights and nondiscrimination) the federal regulations applicable to the award (if any) made by the Department based on the application may include, but are not limited to, 2 C.F.R. Part 2800 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22 (confidentiality - research and statistical information), 23 (criminal intelligence systems), 38 (regarding faith-based or religious organizations participating in federal financial assistance programs), and 46 (human subjects protection).

- **Compliance with Federal civil rights and nondiscrimination laws**
  The Contractor certifies that it does not operate any programs (including any such programs having components relating to diversity, equity, and inclusion) that violate any applicable Federal civil rights or nondiscrimination laws.

- **Compliance with DOJ regulations pertaining to civil rights and nondiscrimination – 28 C.F.R. Part 38**
  The Contractor must comply with all applicable requirements of 28 C.F.R. Part 38.
  Among other things, 28 C.F.R. Part 38 states that a faith-based organization retains its independence from the government and may continue to carry out its mission consistent with religious freedom and conscience protections in federal law. Part 38 further states that an organization may not use direct federal financial assistance from the Department of Justice to support or engage in explicitly religious activities except when consistent with the Establishment Clause of the First Amendment and any other applicable requirements.

An organization receiving federal financial assistance also may not, in providing services funded by the Department of Justice, or in their outreach activities related to such services, discriminate against a program beneficiary on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to subrecipient organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to subrecipients that are faith-based or religious organizations.

For more information on the requirements references in this condition, see https://www.ojp.gov/program/civil-rights-office/partnerships-faith-based-and-other-neighborhood-organizations.

- **Compliance with DOJ regulations pertaining to civil rights and nondiscrimination – 28 C.F.R. Part 42**
  The Contractor must comply with all applicable requirements of 28 C.F.R. Part 42.

- **Compliance with DOJ regulations pertaining to civil rights and nondiscrimination – 28 C.F.R. Part 54**
  The Contractor must comply with all applicable requirements of 28 C.F.R Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

- **Compliance with Title VI of the Civil Rights Act of 1964**
  The Contractor must take reasonable steps to ensure that individuals with limited English proficiency (LEP) have meaningful access to their programs and activities to comply with Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of national origin, including discrimination against individuals with LEP. Such steps may require providing language assistance services, such as interpretation or translation services.

- **Restrictions on "lobbying" and policy development**
  Federal funds may not be used by the Contractor, either directly or indirectly, to support or oppose enactment, repeal, modification or adoption of any law, regulation, or policy, at any level of government in order to avoid violation of 18 U.S.C. § 1913.

  Another federal law generally prohibits federal funds awarded by DOJ from being used by the Contractor to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing or modifying any such

award. See 31 U.S.C. § 1352. Certain exceptions to this law apply, including any exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of Federal funds by a Contractor would or might fall within the scope of this prohibition, the Contractor is to contact the Division for guidance, and may not proceed without express prior written approval of the Division.

- **Compliance with general appropriations-law restrictions on the use of federal funds**
  The Contractor, must comply with all applicable restrictions on the use of federal funds set out in federal appropriation statutes. Pertinent restrictions, for each fiscal year, are set out on the OJP and OVW websites (Award conditions: General appropriations-law restrictions on use of federal award funds), and are incorporated by reference here.

  OJP: https://ojp.gov/funding/Explore/FY19AppropriationsRestrictions.htm
  OVW: https://www.justice.gov/ovw/award-conditions
  Should a question arise to whether a particular use of federal funds by a Contractor would or might fall within the scope of an appropriations-law restriction, the Contractor is to contact the Division or OJP for guidance, and may not proceed without the express prior written approval of the Division or OJP.

- **Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct**
  The Contractor must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, sub-contractor, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

  Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by – (1) online submission accessible via the OIG webpage at https://oig.justice.gov/hotline/contact-grants.htm (select "Submit Report Online"); (2) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

  Additional information is available from the DOJ OIG website at http://oig.justice.gov/hotline.

- **Restrictions and certifications regarding non-disclosure agreements and related matters**

No Contractor under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with the law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1) In accepting this award, the Contractor—

   a. represents that it neither is nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

   b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of awards funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2) If the Contractor does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both—

   a. it represents that—

      i) it has determined that no other entity that the Contractor's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

ii) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation, and

b. it certifies that, if it learns or is notified that any sub-contractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

- **Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)**
  The Contractor must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

  The Contractor also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

  Should a question arise as to applicability of the provisions of 41 U.S.C. 4172 to this award, the Contractor is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

- **Encouragement of policies to ban text messaging while driving**
  Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Red. Reg. 51225 (October 1, 2009), DOJ encourages Contractors and sub-Contractors ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

- **Federal Authorization**
  The Contractor agrees to comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that, for purposes of federal grants administrative requirements, OJP considers and "subaward" (and therefore does not consider a procurement "contract").
  The details of the requirement for authorization of any subaward are posted on the OJP web site at https://ojp.gov/funding/Explore/SubawardAuthorization.htm (Award

condition: All subawards ("subgrants") must have specific federal authorization, and incorporated by reference here.

VOCA-A:

- **VOCA Requirements**
  The Contractor assures that it will comply with the conditions of the Victims of Crime Act (VOCA) of 1984, sections 1404(a)(2), and 1404(b)(1) and (2), 34 U.S.C. 20103(a)(2) and (b)(1) and (2) (and the applicable program guidelines and regulations), as required. Specifically, the Division certifies that funds under this award will:
  a) be awarded only to eligible victim assistance organizations, 34 U.S.C. 20103(a)(2);

  b) not to be used to supplant State and local public funds that would otherwise be available for crime victim assistance, 34 U.S.C. 20103(a)(2), or for administering the state victim assistance program, 34 U.S.C. 20110(h); and

  c) be allocated in accordance with program guidelines or regulations implementing 34 U.S.C. 20103(a)(2)(A) and 34 U.S.C. 20103(a)(2)(B) to, at a minimum, assist victims in the following categories: sexual assault, child abuse, domestic violence, and underserved victims of violent crimes as identified by the Division.

- **Requirement for data on performance and effectiveness under the award**
  The Contractor must collect and maintain data that measure the performance and effectiveness of activities under this award. The data must be provided to OJP in the manner (including within timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and GPRA Modernization Act, and other applicable laws.

- The Contractor agrees to submit a Subgrant Award Report (SAR) to OVC within ninety (90) days of awarding funds. States and territories are required to submit this information through the automated system.

- The Contractor agrees to submit quarterly performance reports on the performance metrics identified by OVC, and in the manner required by the Division and OVC. This information on the activities supported by the award funding will assist in assessing the effects that VOCA Victim Assistance funds have had on services to crime victims within the jurisdiction.

- **Specific post-award approval required to use a noncompetitive approach in a procurement contract.**

The Contractor must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently $250,000). This condition applies to agreements that – for purposes of federal grants administrative requirements – OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at https://ojp.gov/funding/Explore/noncompetitveProcurement.htm.

OVW (VAWA STOP and SASP):

- **Availability of general terms and conditions on OVW website**
  The Contractor agrees to follow the applicable set of general terms and conditions that are available at https://www.justice.gov/ovw/award-conditions. These do not supersede any specific conditions in this award document.

- **Compliance with statutory and regulatory requirements**
  The Contractor agrees to comply with all relevant statutory and regulatory requirements which may include, among other relevant authorities, The Violence Against Women Act of 1994, P.L. 103-322, the Violence Against Women Act of 2000, P.L. 106-386,, The Violence Against Women and Department of Justice Reauthorization Act of 2005, P.L. 109-162, The Violence Against Women Reauthorization Act of 2013, P.L. 113-4, the Omnibus Crime Control and Safe Streets Act of 1968, 34 U.S.C. §§10101 et seq., and OVW's implementing regulations at 28 CFR Part 90.

- **VAWA 2013 nondiscrimination condition**
  The Contractor acknowledges that 34 U.S.C. § 12291(b)(13) prohibits recipients of OVW awards from excluding, denying benefits to, or discriminating against any person on the basis of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation, or disability in any program or actively funded in whole or part by OVW. Programs may provide sex-segregated or sex-specific programming if doing so is necessary to the essential operations of the program, so long as the recipient provides comparable services to those who cannot be provided with the sex-segregated or sex-specific programming. The Contractor agrees that it will comply with this provision.

- **Confidentiality and information sharing**
  The Contractor agrees to comply with the provisions of 34 U.S.C. §12291(b)(2), nondisclosure of confidential or private information, which includes creating and maintaining documentation of compliance, such as policies and procedures for release of victim information.

- **Activities that compromise victim safety and recovery or undermine offender accountability**
  The Contractor agrees that grant funds will not support activities that compromise victim safety and recovery, such as: procedures or policies that exclude victims from receiving safe shelter, advocacy services, counseling, and other assistance based on their actual or perceived sex, age, immigration status, race, religion, sexual orientation, gender identity, mental health condition, physical health condition, criminal record, work in the sex industry, or the age and /or sex of their children; procedures or policies that compromise the confidentiality of information and privacy of persons receiving OVW-funded services; procedures or policies that impose requirements on victims in order to receive services (e.g., seek an order of protection, receive counseling, participate in couples' counseling or mediation, report to law enforcement, seek civil or criminal remedies, etc.); procedures or policies that fail to ensure services providers conduct safety planning with victims; project design and budgets that fail to account for the access needs of participants with disabilities and participants who have limited English proficiency or are Deaf or hard of hearing; or any other activities outlines in the solicitation or companion guide under which the application was submitted.

- **Publications disclaimer for contractors**
  All materials and publications (written, web-based, resulting from this award activities shall contain the was supported by subgrant No._____ awarde for the Office on Violence Against Women, U.S. Dep Grant Program (or, SAS Formula Grant Program). T and recommendations expressed in this publication/p author(s) and do not necessarily reflect the views of th Office on Violence Against Women."1

Blank sub-grant #.

- **Copyrighted works**
  Pursuant to 2 C.F.R. 200.315(b) the Contractor may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this award. OVW reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work, in whole or in part (including in the creation of derivative works), for federal purposes, and to authorize others to do so.
  In addition, the Contractor (or subcontractor of this award at any tier) must obtain advance written approval from the OVW program manager assigned to this award, and must comply with all conditions specified by the program manager in connection with that approval, before: 1) using award funds to purchase ownership of, or a license to use, a copyrighted work; or 2) incorporating any copyrighted work, or portion thereof, into a new work developed under this award.

Consultation compensation rates The Contractor acknowledges that consultants paid with award funds generally may not be paid at a rate in excess of $81.25 per hour, not to

exceed $650 per day. To exceed this specified maximum rate, the Contractor must submit to the Division a detailed justification and have such justification approved by the Division, prior to obligation or expenditure of such funds. Issuance of this award or approval of the award budget alone does not indicate approval of any consultant rate in excess of $81.25 per hour, not to exceed $650 per day. Although prior approval is not required for consultant rates below this specified maximum rate, the contractor is required to maintain documentation to support all daily or hourly consultant rates.

- **Limitation on use of funds for awareness and public education**
  The Contractor agrees that no more than five percent (5%) of its award may be used to conduct public awareness or community education campaigns or related activities to broadly address domestic violence, dating violence, sexual assault, or stalking. Grant funds may be used without limit to support, inform, and provide outreach about available services.

- **Requirements for contractors providing legal assistance**
  The Contractor agrees that legal assistance eligibility requirements, as set forth below, are a continuing obligation on the part of the Contractor. The legal assistance eligibility requirements are: (1) any person providing legal assistance through a program funded under this grant program (A) has demonstrated expertise in providing legal assistance to victims of domestic violence, dating violence, sexual assault, or stalking in the targeted population; or (B)(i) is partnered with an entity or person that has demonstrated expertise described in subparagraph (A); and (ii) has completed or will complete training in connection with domestic violence, dating violence, stalking, or sexual assault and related legal issues, including training on evidence-based risk factors for domestic and dating violence homicide; (2) any training program conducted in satisfaction of the requirement of paragraph (1) has been or will be developed with input from and in collaboration with a state, local, territorial, or tribal domestic violence, dating violence, sexual assault, or stalking victim service provider or coalition, as well as appropriate state, local territorial, and tribal law enforcement officials; (3) any person or organization providing legal assistance through this grant program has informed and will continue to inform state, local, territorial, or tribal domestic violence, dating violence, stalking or sexual assault programs and coalitions, as well as appropriate state and local law enforcement officials of their work; and (4) the recipient's organizational policies do not require mediation or counseling involving offenders and victims physically together, in cases where sexual assault, dating violence, domestic violence, or child sexual abuse is an issue. The Contractor also agrees to ensure that any subrecipient ("subgrantee") at any tier will comply with this condition.

- **Policy for response to workplace-related sexual misconduct, domestic violence, and dating violence**

The Contractor agrees to have a policy, or issue one within two hundred seventy (270) days of the award date, to address workplace-related incidents of sexual misconduct, domestic violence, and dating violence involving an employee, volunteer, consultant, or contractor. The policy must address the following: 1) allegations of workplace-related incidents of sexual misconduct, domestic violence, and dating violence by an employee, volunteer, consultant, or contractor; 2) workplace supports for employees, volunteers, consultants, or contractors who are victims of sexual misconduct, domestic violence, or dating violence; and 3) adjudications that will result in an employee, volunteer, consultant, or contractor being prohibited from occupying positions that could undermine the ability of the contractor to carry out the grant-funded project, such as positions working with victims and other vulnerable populations. A policy may provide that certain adjudications do not prohibit an individual from occupying such a position but must include standards for granting such an exemption for an individual.

- **Policy for 2023 STOP prosecution certification**
  The Contractor agrees that, within three years from the effective date of this contract, it will: (1) implement training developed by experts in the field regarding victim-centered approaches in domestic violence, sexual assault, dating violence, and stalking cases; (2) implement policies that support a victim-centered approach, informed by the aforementioned training; and (3) implement alternative practices and procedures for material witness petitions and bench warrants, consistent with best practices, that will be exhausted before employing material witness petitions and bench warrants to obtain victim-witness testimony in the investigation, prosecution, and trial of a crime related to domestic violence, sexual assault, dating violence, and stalking of the victim in order to prevent further victimization and trauma to the victim.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

Certification:

The undersigned affirms that the information contained in this document is true and accurate to the best of their knowledge.

Signature Chair/Board of Directors Agency Administrator/County Commissioner Date

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Typed or Legibly Printed Name

Address Phone

RESOLUTION NO. 26-167

A RESOLUTION AUTHORIZING THE FISCAL YEAR 2027 CONTRACT FOR SERVICES TO VICTIMS OF CRIME BETWEEN THE STATE OF WYOMING OFFICE OF THE ATTORNEY GENERAL, DIVISION OF VICTIM SERVICES AND CITY OF CASPER, CASPER POLICE DEPARTMENT.

WHEREAS, the City of Casper has been approved for a grant of One Hundred Thousand One Hundred Ninety-Seven Dollars and 00/100 ($100,197.00) from the State of Wyoming Office of the Attorney General, Division of Victim Services; and,

WHEREAS, to accept the grant funding, the City must enter into the *Fiscal Year 2027 Contract for Services to Victims of Crime between the Office of Attorney General, Division of Victim Services and the City of Casper, Casper Police Department* ("Contract"); and,

WHEREAS, the City of Casper wishes to enter into the Contract and accept the grant funding; and,

WHEREAS, the City of Casper desires to utilize the grant funds under the Contract for the Casper Police Department's Victim Witness Program for salaries, training, operating expenses, emergency assistance, advertising, and other services.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, the Contract in the amount of One Hundred Thousand, One Hundred Ninety-Seven Dollars and 00/100 ($100,197.00).

BE IT FURTHER RESOLVED: That the City Manager or her designee is hereby authorized to execute all further documents pertaining to said Contract.

PASSED, APPROVED AND ADOPTED this ____ day of _____, 2026.

APPROVED AS TO FORM:

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Amanda Ainsworth
City Clerk

Ray Pacheco
Mayor

June 29, 2026

MEMO TO: Janine Jordan, City Manager

FROM: Shane Chaney, Chief of Police
Jeremy Tremel, Police Captain
Chad Edwards, Interim Information Technology Manager

SUBJECT: That the City Council Authorize the Acceptance of the 2025 State Homeland Security Grant to Enhance the City's Cyber Security Capabilities in the amount of Eighty-Five Thousand Dollars and 00/100 ($85,000.00).

Meeting Type & Date
Council Meeting
July 21st, 2026

Action Type
Resolution

Recommendation
That Council, by resolution, authorizes the Casper Police Department and the City's Information Technology Division, accept the 2025 Wyoming Office of Homeland Security grant in the amount of Eighty-Five Thousand Dollars and 00/100 ($85,000.00) to enhance the city's Cyber Security Capabilities.

Summary
At the September 30, 2025, Council Meeting, Casper Police Department and the City's Information Technology Division received approval to apply for the 2025 State Homeland Security Grant to enhance the City's cyber security capabilities. The grant provides funding to upgrade firewalls, security software, and incident response software to strengthen the City's protection against increasing cyber threats.

In June 2026, the Casper Police Department received notice from the State of Wyoming Office of Homeland Security (WOHS) that funding has been approved.

The deadline to accept the grant is July 27, 2026. The Casper Police Department respectfully requests that the Council review and approves the acceptance of this grant.

Financial Considerations
This grant is funded through the Wyoming Office of Homeland Security.

Council Adopted Goals
☒ Infrastructure
☒ Fiscal Stability
☐ Communication & Public Education

Oversight/Project Responsibility
Jeremy Tremel, Support Services Captain
Chad Edwards, Interim Information Technology Manager

Attachments
Wyoming Office of Homeland Security 25 SHSP Grant
Memo to Council approving WOHS Grant Application

Lynn Budd
Director

Mark Gordon
Governor

June 10, 2026

Dear Jeremy Tremel,

This package contains the agreement with the Wyoming Office of Homeland Security (WOHS) for your 2025 SHSP funded project. Please forward these agreement documents to the appropriate officials within your agency for review and signatures.

Also included is a copy of the 2025 SHSP Point of Contact (POC) form. A completed POC form must be signed by the agreement signatory and returned with a copy of the signed agreement.

Your signed agreement and completed POC form must be returned to WOHS by certified mail no later than Monday, July 27, 2026. When it is received, the agreement will be executed with Director Budd's signature and an electronic copy will be emailed to you for your records. The original signature document will be retained by WOHS.

Attachment A of the agreement describes the allowable expenses that are supported by your award. The attachment also indicates whether your project requires an approved Environmental & Historic Preservation (EHP) review prior to beginning your project. If an EHP is required, the EHP Screening Form and associated photos should be emailed to darryl.erickson1@wyo.gov. A copy of the EHP Screening Form is available for download from the Resources Tab in your 2025 SHSP ZoomGrants application.

Questions concerning your award, including the EHP requirement, can be directed to Darryl Erickson by email or by calling 307-777-4917.

The deadline to return these documents to WOHS is **Monday, July 27, 2026.**

Regards,

Lynn Budd
Director, Wyoming Office of Homeland Security

Wyoming Office of Homeland Security
5500 Bishop Boulevard, Cheyenne, Wyoming 82002
Telephone (307) 777-4900
Fax (307) 635-6017
http://hls.wyo.gov

2025 State Homeland Security Program (SHSP)
GRANT POINT OF CONTACT
INFORMATION FORM

Agency Name:	City of Casper Police Department
Grant Project ID:	25-SHSP-CAS-PD-CYB
Mailing Address:	
City, ST ZIP	

Grant Administrator Name:	
Title:	
Phone Number:	
Email:	

(The "Grant Administrator" is the person with your agency who is responsible for the award)

Authorized Point of Contact:	
Title:	
Phone Number:	
Email:	

(The "Authorized Point of Contact" is the person WOHS will contact with any award information/issues)

This form must be signed below by the same person who signed the Grant Award Agreement

I certify the following by my signature, under penalty of false swearing pursuant to W.S. 6-5-303: I have read and understood the incorporated references and requirements in the 2023 State Homeland Security Program Grant Award Agreement.

Signature _____ **Date** _____

Printed Name _____ **Title** _____

Please complete and email a signed copy of this form to:

Darryl Erickson, SHSP Grants Specialist
Wyoming Office of Homeland Security
5500 Bishop Boulevard, Cheyenne, WY 82009
darryl.erickson1@wyo.gov

GRANT AWARD AGREEMENT BETWEEN
WYOMING OFFICE OF HOMELAND SECURITY
AND
CITY OF CASPER

Subrecipient Grant Award Agreement for U.S. Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA), Grant Programs Directorate, State Homeland Security Program (SHSP) Grant Fiscal Year 2025

Subrecipient:	**City of Casper**
UEI #	**HXH4C4Y14JR5**
Federal Award Amount:	**$85,000.00**
Period of Performance:	**September 1, 2025 through August 31, 2027**
CFDA #:	**97.067**
DHS Grant Code:	**EMW-2025-SS-05015**
Federal Award Date:	**January 30, 2026**
Project ID:	**25-SHSP-CAS-PD-CYB**

1. **Parties.** The parties to this Grant Award Agreement (Agreement) are Wyoming Office of Homeland Security (Agency), whose address is: 5500 Bishop Blvd., Cheyenne, WY 82002, and City of Casper (Subrecipient), whose address is: 201 N David St, Casper, WY 82601.

2. **Purpose of Agreement.** The purpose of this Grant Award Agreement (Agreement) is to set forth the terms and conditions by which the Subrecipient shall support the investment of Addressing Emerging Threats to improve the ability of Natrona County to prevent a threatened or an actual act of terrorism; protect citizens, residents, visitors, and assets against the greatest threats that pose the greatest risk to the security of the United States; mitigate the loss of life and property by lessening the impact of future catastrophic events; respond quickly to save lives, protect property and the environment, and meet basic human needs in the aftermath of a catastrophic incident; and/or recover through a focus on the timely restoration, strengthening, accessibility and revitalization of infrastructure, housing, and a sustainable economy, as well as the health, social, cultural, historic, and environmental fabric of communities affected by a catastrophic incident. The funds used under this Agreement will help prevent terrorism and prepare the nation for the threats and hazards that pose the greatest risk to the security of the United States, therefore, funded investments must have a terrorism-nexus. This award is not for the purposes of Research & Development (R&D) as defined in 2 C.F.R. 200.87.

3. **Funding Authority.** The funds the Agency will distribute to Subrecipient under this Agreement are drawn from grant funds distributed to the State of Wyoming by the Fiscal Year 2025 Homeland Security Grant Program, State Homeland Security Program awarded to the State Of Wyoming. The program is authorized by the *Homeland Security Act of 2002*

(Public Law 107-296), as amended by section 101 of the Implementing Recommendations of the 9/11 Commission Act of 2007 (Public Law 110-53).

4. **Term of Agreement.** This Agreement is effective when all parties have executed it (Effective Date). The Period of Performance of the Agreement is from September 1, 2025 through August 31, 2027. All services shall be completed during the Period of Performance.

This Agreement may be extended by agreement of both parties in writing and subject to the required approvals. There is no right or expectation of extension and any extension will be determined at the discretion of the Agency.

5. **Payment.**

A. The Agency agrees to pay the Subrecipient for the services described in Attachment A, Project Description, which is attached to and incorporated into this Agreement by this reference. Total payment under this Agreement shall not exceed eighty-five thousand dollars and no cents ($85,000.00). Payment shall be made when services are completed, and within forty-five (45) days after submission of invoice pursuant to Wyo. Stat. § 16-6-602. Subrecipient shall submit invoices in sufficient detail to ensure that payments may be made in conformance with this Agreement. Subrecipient shall submit all invoices within forty-five (45) days after the term of this Agreement.

B. No payment shall be made for work performed outside the Period of Performance of this Agreement. Should the Subrecipient fail to perform in a manner consistent with the terms and conditions set forth in this Agreement, payment under this Agreement may be withheld until such time as the Subrecipient performs its duties and responsibilities to the satisfaction of Agency.

C. **Travel.** The payment of travel expenses shall be allowed as set forth below. Subrecipient is expected to procure the most cost efficient travel arrangements.

(i) Air Travel. The Agency agrees to reimburse the Subrecipient's approved air travel expenses related to the performance of this Agreement. Air travel shall be reimbursed based on actual costs, supported by a copy of the original receipt with the invoice. Subrecipient must select the lowest airfare (fares available in the market at the time of booking, preferably well in advance of trip to attain the lowest possible airfare). Subrecipient shall book economy class fares for all domestic travel. First class bookings are not reimbursable.

(ii) Personal Vehicle. The Agency agrees to reimburse the Subrecipient's approved use of personal vehicle. Mileage shall be reimbursed at the current State rate per mile based on standard map mileage. Fuel will not be reimbursed.

(iii) Car Rental. The Agency agrees to reimburse the Subrecipient's approved car rental expenses related to the performance of this Agreement. Car rental expenses shall be reimbursed at actual costs, supported by a copy of the original receipt with the invoice. Subrecipient must select the lowest rental rates for an appropriate vehicle.

D. **Lodging.** The Agency agrees to reimburse Subrecipient's approved lodging expenses related to the performance of this Agreement. Lodging expenses shall be reimbursed at actual costs, supported by a copy of the original receipt with the invoice. The Subrecipient shall only invoice the Agency for the basic room rate, taxes, and lodging fees. The Agency is not responsible for incidental or miscellaneous expenses charged to the room. Incidental and miscellaneous expenses for which the Agency shall not be responsible include charges such as alcohol, internet, telephone charges, mini-bar, and movies.

E. **Meals.** The Agency agrees to reimburse Subrecipient's approved meal expenses related to the performance of this Agreement. Unless otherwise agreed upon, the Subrecipient shall be reimbursed for meals in accordance with the current U.S. General Services Administration rate per day. This reimbursement amount includes all meal, beverage, and refreshment expenses incurred during the day. Requests for reimbursement shall state the amount allowable for meals and list the actual number of travel days on the invoice.

6. **Responsibilities of Subrecipient.** The Subrecipient agrees to:

A. Complete the project described in Attachment A, Project Description.

B. Comply with terms and conditions as described in Attachment B, Agreement Articles, which is attached to and incorporated into this Agreement by this reference.

C. Comply with the 2025 Homeland Security Grant Program (HSGP) Notice of Funding Opportunity (NOFO) and the Preparedness Grants Manual to implement this Agreement, and agrees that all use of funds under this Agreement will be in accordance with the SHSP NOFO and Preparedness Grants Manual.

D. **THIRA/SPR.** Complete/actively participate in a whole community Threat and Hazard Risk Assessment (THIRA) or Stakeholder Preparedness Report (SPR) update, or both, annually by the deadline, established by the Agency, of each year during the entire term of this Agreement.

E. **NIMS.** Maintain adoption and implementation of the National Incident Management System (NIMS). Subrecipient must use standardized resource management concepts for resource typing, credentialing, and an inventory to facilitate the effective identification, dispatch, deployment, tracking, and recovery of resources. Subrecipient shall update or modify its operational plans, and training and exercise activities, as necessary, to achieve conformance with the National Response Framework and NIMS implementation guidelines.

F. **Point of Contact.** Keep the Agency up-to-date as to the name of the person acting as the primary contact person for this Agreement using the Point of Contact Information Form provided by the Agency, which is incorporated into this Agreement by this reference, including any change of contact person, address, email, or telephone information. Subrecipient's primary contact shall cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this Agreement.

G. **Procurement.** Subrecipient must use its own documented procurement procedures that reflect applicable state, local, territorial, and tribal laws and regulations, provided that the procurements conform to applicable federal law and the standards identified in 2 CFR Part 200. All procurement activity must be conducted in accordance with Federal Procurement Standards 2 CFR Part 200.317-200.327.

H. **Equipment.**

(i) Subrecipient may not use the funding provided under this Agreement to purchase equipment not specifically authorized in the Authorized Equipment List (AEL), which is incorporated into this Agreement by this reference, unless the proposed acquisition is reviewed by the Agency and approved by the U.S. Department of Homeland Security in writing prior to purchase.

(ii) Subrecipient shall ensure all equipment purchased with funds provided under this Agreement is maintained and available for response to terrorist incidents. Subrecipient agrees that, when practicable, any equipment or supplies purchased with grant funding shall be prominently marked as follows: "Purchased with funds provided by the U.S. Department of Homeland Security and administered by the Wyoming Office of Homeland Security."

(iii) Subrecipient shall maintain property records for all equipment purchased with HSGP funds in accordance with 2 CFR 200.313 (d)(1-5) to include: a description of the property, a serial number or other identification number, the source of funding for the property (including the FAIN), who holds the title, the acquisition date, and cost of the property, percentage of federal participation in the project costs for the federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property. Subrecipient shall provide Agency with updated property records during the close-out of this Agreement.

I. **Training and Exercise.** Training conducted using HSGP funds should address a performance gap identified through an Integrated Preparedness Plan, THIRA/SPR process, or other assessment and contribute to building a capability that will be

evaluated through a formal exercise. Exercises conducted with this Agreement should be managed and conducted consistent with Homeland Security Exercise and Evaluation Program (HSEEP).

J. Closeout.

(i) Subrecipient shall submit a final project and financial report to the Agency within forty-five (45) days after the termination of this Agreement. The final report must include project description detailing accomplishments, qualitative summary of the impact of those accomplishments, financial summary, as well as other documents required by program guidance or terms and conditions of the award, to include updated property records. Failure to provide a final report may jeopardize future funding.

(ii) Subrecipient must maintain and retain the following: backup documentation such as bids and quotes, cost/price analyses on file for review, other documents required by federal regulations applicable at the time funds are granted. Subrecipient shall keep detailed records of all transactions involving this Agreement including but not limited to: specifications, solicitations, competitive quotes or proposals, basis for selection decisions, purchase orders, contracts, invoices, and cancelled checks. Failure to fully document all purchases may result in Agency questioning and subsequently disallowing Subrecipient's expenditures. Subrecipient must maintain its records for three (3) years after the close of the underlying federal award.

7. Responsibilities of Agency. The Agency agrees to:

A. Pay Subrecipient in accordance with Section 5 above.

B. Be available to provide necessary and feasible technical advice as requested by Subrecipient.

C. Notify Subrecipient of information and updates received from FEMA or other federal agencies, which may affect or otherwise restrict the availability of funds awarded to Subrecipient herein.

8. Special Provisions.

A. Assumption of Risk. The Subrecipient shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to the Subrecipient's failure to comply with state or federal requirements. The Agency shall notify the Subrecipient of any state or federal determination of noncompliance.

B. Environmental Policy Acts. Subrecipient agrees all activities under this Agreement will comply with the Clean Air Act, the Clean Water Act, the National Environmental Policy Act, and other related provisions of federal environmental

protection laws, rules or regulations.

C. **Human Trafficking.** As required by 22 U.S.C. § 7104(g) and 2 CFR Part 175, this Agreement may be terminated without penalty if a private entity that receives funds under this Agreement:

(i) Engages in severe forms of trafficking in persons during the period of time that the award is in effect;

(ii) Procures a commercial sex act during the period of time that the award is in effect; or

(iii) Uses forced labor in the performance of the award or subawards under the award.

D. **Kickbacks.** Subrecipient certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Agreement. If Subrecipient breaches or violates this warranty, Agency may, at its discretion, terminate this Agreement without liability to Agency, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.

E. **Limitations on Lobbying Activities.** By signing this Agreement, Subrecipient certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by Subrecipient or its sub-subrecipients in connection with lobbying member(s) of Congress, or any federal agency in connection with the award of a federal grant, Agreement, cooperative agreement, or loan.

F. **Monitoring Activities.** Agency shall have the right to monitor all activities related to this Agreement that are performed by Subrecipient or its sub-subrecipients. This shall include, but not be limited to, the right to make site inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this Agreement; and to observe personnel in every phase of performance of Agreement related work.

G. **Nondiscrimination.** The Subrecipient shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Agreement.

H. **No Finder's Fees.** No finder's fee, employment agency fee, or other such fee

related to the procurement of this Agreement, shall be paid by either party.

I. **Publicity.** Any publicity given to the projects, programs, or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices in whatever form, prepared by or for the Subrecipient and related to the services and work to be performed under this Agreement, shall identify the Agency as the sponsoring agency and shall not be released without prior written approval of Agency.

J. **Suspension and Debarment.** By signing this Agreement, Subrecipient certifies that neither it nor its principals/agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction or from receiving federal financial or nonfinancial assistance, nor are any of the participants involved in the execution of this Agreement suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension), or 2 CFR Part 180, or are on the debarred, or otherwise ineligible, vendors lists maintained by the federal government. Further, Subrecipient agrees to notify Agency by certified mail should it or any of its principals/agents become ineligible for payment, debarred, suspended, or voluntarily excluded from receiving federal funds during the term of this Agreement.

K. **Administration of Federal Funds.** Subrecipient agrees its use of the funds awarded herein is subject to the Uniform Administrative Requirements of 2 CFR Part 200, *et seq.*; any additional requirements set forth by the federal funding agency; all applicable regulations published in the Code of Federal Regulations; and other program guidance as provided to it by Agency.

L. **Copyright License and Patent Rights.** Subrecipient acknowledges that federal grantor, the State of Wyoming, and Agency reserve a royalty-free, nonexclusive, unlimited, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal and state government purposes: (1) the copyright in any work developed under this Agreement; and (2) any rights of copyright to which Subrecipient purchases ownership using funds awarded under this Agreement. Subrecipient must consult with Agency regarding any patent rights that arise from, or are purchased with, funds awarded under this Agreement.

M. **Federal Audit Requirements.** Subrecipient agrees that if it expends an aggregate amount in excess of the amount set forth in 2 CFR Part 200, Subpart F in federal funds during its fiscal year, it must undergo an organization-wide financial and compliance single audit. Subrecipient agrees to comply with the audit requirements of the U.S. General Accounting Office Government Auditing Standards and Audit Requirements of 2 CFR Part 200, Subpart F. If findings are made which cover any part of this Agreement, Subrecipient shall provide one (1) copy of the audit report to Agency and require the release of the audit report by its auditor be held until adjusting entries are disclosed and made to Agency's records.

N. **Non-Supplanting Certification.** Subrecipient hereby affirms that federal grant

funds shall be used to supplement existing funds, and shall not replace (supplant) funds that have been appropriated for the same purpose. Subrecipient should be able to document that any reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds under this Agreement.

O. **Program Income.** Subrecipient shall not deposit grant funds in an interest bearing account without prior approval of Agency. Any income attributable to the grant funds distributed under this Agreement must be used to increase the scope of the program or returned to Agency.

P. **Applicability of Appendix II to 2 CFR Part 200.** This Agreement has been funded, in whole or in part, with an Award of Federal funds and is bound by the federal contract provisions required by the Uniform Guidance Appendix II of 2 CFR Part 200 (the Federal Contract Provisions), incorporated herein by this reference. In the event of a conflict between the Special Provisions section of this Agreement, or any attachments or exhibits incorporated herein, and the Federal Contract Provisions, the Federal Contract Provisions shall control. Failure to comply with the Federal Contract Provisions shall constitute an event of default under this Agreement. If such a default remains uncured five (5) calendar days following the termination of a thirty (30) day prior written notice period, the Agency may terminate this Agreement. This remedy will be in addition to any other remedy available to the State of Wyoming and the Agency under this Agreement, at law, or in equity.

9. **General Provisions.**

A. **Amendments.** Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by the parties to this Agreement shall be incorporated by written instrument, executed by all parties to this Agreement.

B. **Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder," "herein," and words of similar import, are intended to refer to this Agreement as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.

C. **Assignment Prohibited and Agreement Shall Not be Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Agreement without the prior written consent of the other party. The Subrecipient shall not use this Agreement, or any portion thereof, for collateral for any financial obligation without the prior written permission of the Agency.

D. **Audit and Access to Records.** The Agency and its representatives shall have access to any books, documents, papers, electronic data, and records of the Subrecipient which are pertinent to this Agreement. The Subrecipient shall

immediately, upon receiving written instruction from the Agency, provide to any independent auditor or accountant all books, documents, papers, electronic data, and records of the Subrecipient which are pertinent to this Agreement. The Subrecipient shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the Agency.

E. **Availability of Funds.** Each payment obligation of the Agency is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Agreement, the Agreement may be terminated by the Agency at the end of the period for which the funds are available. The Agency shall notify the Subrecipient at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Agency in the event this provision is exercised, and the Agency shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

F. **Award of Related Agreements.** The Agency may award supplemental or successor agreements for work related to this Agreement or may award agreements to other subrecipients for work related to this Agreement. The Subrecipient shall cooperate fully with other subrecipients and the Agency in all such cases.

G. **Compliance with Laws.** The Subrecipient shall keep informed of and comply with all applicable federal, state, and local laws and regulations, and all federal grant requirements and executive orders in the performance of this Agreement.

H. **Confidentiality of Information.** Except when disclosure is required by the Wyoming Public Records Act or court order, all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Subrecipient in the performance of this Agreement shall be kept confidential by the Subrecipient unless written permission is granted by the Agency for its release. If and when Subrecipient receives a request for information subject to this Agreement, Subrecipient shall notify Agency within ten (10) days of such request and shall not release such information to a third party unless directed to do so by Agency.

I. **Entirety of Agreement.** This Agreement, consisting of thirteen (13) pages; Attachment A, Project Description, consisting of one (1) page; and Attachment B, Agreement Articles, consisting of sixteen (16) pages; and the Federal Contract Provisions, represent the entire and integrated Agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Agreement and the language of any attachment or document incorporated by reference, the language of this Agreement shall control.

J. **Ethics.** Subrecipient shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*) and any and all ethical standards governing Subrecipient's profession.

K. **Extensions.** Nothing in this Agreement shall be interpreted or deemed to create an expectation that this Agreement will be extended beyond the term described herein. Any extension of this Agreement shall be initiated by the Agency and shall be accomplished through a written amendment between the parties entered into before the expiration of the original Agreement or any valid amendment thereto, and shall be effective only after it is reduced to writing and executed by all parties to the Agreement.

L. **Force Majeure.** Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.

M. **Indemnification.** Each party to this Agreement shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.

N. **Independent Contractor.** The Subrecipient shall function as an independent contractor for the purposes of this Agreement and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Agreement, the Subrecipient shall be free from control or direction over the details of the performance of services under this Agreement. The Subrecipient shall assume sole responsibility for any debts or liabilities that may be incurred by the Subrecipient in fulfilling the terms of this Agreement and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Agreement. Nothing in this Agreement shall be interpreted as authorizing the Subrecipient or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Agency or to incur any obligation of any kind on behalf of the State of Wyoming or the Agency. The Subrecipient agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance, or similar benefits available to State of Wyoming employees will inure to the benefit of the Subrecipient or the Subrecipient's agents or employees as a result of this Agreement.

O. **Notices.** All notices arising out of, or from, the provisions of this Agreement shall be in writing either by regular mail or delivery in person at the addresses provided under this Agreement.

Contact for the Agency:
Ashley Paulsrud
Grants/Finance Section Chief
5500 Bishop Boulevard
Cheyenne, Wyoming 82009
307-777-4907
Ashley.paulsrud@wyo.gov

With a copy to:
Lynn Budd (Awarding Official)
Director, Wyoming Office of Homeland Security
5500 Bishop Boulevard
Cheyenne, Wyoming 82009
307-777-8511
Lynn.budd@wyo.gov

P. **Ownership and Return of Documents and Information.** Agency is the official custodian and owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Subrecipient in the performance of this Agreement. Upon termination of services, for any reason, Subrecipient agrees to return all such original and derivative information and documents to the Agency in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers.

Q. **Patent or Copyright Protection.** The Subrecipient recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license, or other similar restrictions, and warrants that no work performed by the Subrecipient or its sub-subrecipients will violate any such restriction. The Subrecipient shall defend and indemnify the Agency for any infringement or alleged infringement of such patent, trademark, copyright, license, or other restrictions.

R. **Prior Approval.** This Agreement shall not be binding upon either party and the Wyoming State Auditor shall not draw warrants for payment, until this Agreement has been fully executed, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-3204(b)(iv).

S. **Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.

T. **Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and Agency expressly reserve sovereign immunity by entering into this Agreement and the Subrecipient expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available

to them as sovereigns or governmental entities pursuant to Wyo. Stat. § 1-39-101, *et seq.*, and all other applicable law. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.

U. **Taxes.** The Subrecipient shall pay all taxes and other such amounts required by federal, state, and local law, including, but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.

V. **Termination of Agreement.** This Agreement may be terminated, without cause, by the Agency upon thirty (30) days written notice. This Agreement may be terminated by the Agency immediately for cause if the Subrecipient fails to perform in accordance with the terms of this Agreement.

W. **Third-Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.

X. **Time is of the Essence.** Time is of the essence in all provisions of this Agreement.

Y. **Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Agreement.

Z. **Waiver.** The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.

AA. **Counterparts.** This Agreement may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Agreement. Delivery by the Subrecipient of an originally signed counterpart of this Agreement by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the Agency.

10. **Signatures.** The parties to this Agreement, either personally or through their duly authorized representatives, have executed this Agreement on the dates set out below, and

certify that they have read, understood, and agreed to the terms and conditions of this Agreement.

The Effective Date of this Agreement is the date of the signature last affixed to this page.

AGENCY:
Wyoming Office of Homeland Security

Lynn Budd, Director — Date

SUBRECIPIENT:
City of Casper

Subrecipient Designee Signature — Date

Printed Name and Title of Designee

SUBRECIPIENT ATTORNEY: APPROVAL AS TO FORM

Walker Trenor IV — 6/26/26
Attorney — Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

Jodi A. Darrough #254523 — 4-8-26
Jodi A. Darrough, Senior Assistant Attorney General — Date

ATTACHMENT A: Project Description

Subrecipient: City of Casper
Project ID: 25-SHSP-CAS-PD-CYB

The following submitted project(s) have been approved for the Federal Fiscal Year 2025 U.S. Department of Homeland Security State Homeland Security Program Grant. Only expenditures within the scope of the below projects will be reimbursed by the Wyoming Office of Homeland Security. Any changes to the scope of work must be approved through the Wyoming Office of Homeland Security prior to implementation.

REMINDER: Fuel, oil and routine maintenance charges are **NOT** covered under this grant.

Description	Amount
Eligible expenses as follows: Purchase of two (2) firewalls and Software/Incident Response	$85,000.00

For questions regarding individual project eligibility, the scope of an approved project, or the 2025 SHSP grant, please contact:

Darryl Erickson, Grant Program Manager
Wyoming Office of Homeland Security
307-777-4917

Ashley Paulsrud, Grants/Finance Section Chief
Wyoming Office of Homeland Security
307-777-4907

ATTACHMENT B: Agreement Articles

State Homeland Security Program

GRANTEE: **Wyoming Office of Homeland Security**
PROGRAM: **Homeland Security Grant Program**
FEDERAL AWARD: **EMW-2025-SS-05015**

Article 1 - Assurance, Administrative Requirements, Cost Principles, Representations, and Certifications

Recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non- Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances, as instructed.

Article 2 - General Acknowledgements and Assurances

Recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in effect as of the federal award date and located in Title 2, Code of Federal Regulations, Part 200 and adopted by DHS at 2 C.F.R. § 3002.10. All recipients and subrecipients must acknowledge and agree to provide DHS access to records, accounts, documents, information, facilities, and staff pursuant to 2 C.F.R. § 200.337. I. Recipients must cooperate with any DHS compliance reviews or compliance investigations. II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal award and permit access to facilities and personnel. III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements required by law, federal regulation, Notice of Funding Opportunity, federal award specific terms and conditions, and/or DHS Component program guidance. Organization costs related to data and evaluation are allowable. The definition of data and evaluation costs is in 2 C.F.R. § 200.455(c), the full text of which is incorporated by reference. V. Recipients must complete DHS Form 3095within 60 days of receipt of the Notice of Award for the first award under which this term applies. For further instructions and to access the form, please visit:https://www.dhs.gov/civil-rightsresources-recipients-dhs-financial-assistance.

Article 3 - Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal award funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal award funds.

Article 4 - Activities Conducted Abroad

Recipients must coordinate with appropriate government authorities when performing project activities outside the United States obtain all appropriate licenses, permits, or approvals.

Article 5 - Age Discrimination Act of 1975

Recipients must comply with the requirements of the Age Discrimination Act of1975, Pub. L. No. 94-135 (codified as amended at Title 42, U.S. Code § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article 6 - Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article 7 - Best Practices for Collection and Use of Personally Identifiable Information

(1) Recipients who collect personally identifiable information (PII) as part of carrying out the scope of work under a federal award are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. (2) Definition. DHS defines "PII" as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

Article 8 - CHIPS and Science Act of 2022, Public Law 117-167 CHIPS

(1) Recipients of DHS research and development (R&D) awards must report to the DHS Component research program office any finding or determination of sex based and sexual harassment and/or an administrative or disciplinary action taken against principal investigators or co-investigators to be completed by an authorized organizational representative (AOR) at the recipient institution. (2) Notification. An AOR must disclose the following information to agencies within 10 days of the date/the finding is made, or 10 days from when a recipient imposes an administrative action on the reported individual, whichever is sooner. Reports should include: (a) Award number, (b) Name of PI or Co-PI being reported, (c)Awardee name, (d) Awardee address, (e) AOR name, title, phone, and email address, (f) Indication of the report type: (i) Finding or determination has been made that the reported individual violated awardee policies or codes of conduct, statutes, or regulations related to sexual harassment, sexual assault, or other forms of harassment, including the date that the finding was made. (ii) Imposition of an administrative or disciplinary action by the recipient on the reporting individual related to a finding/determination or an investigation of an alleged violation of recipient policy or codes of conduct, statutes, or regulations, or other forms of harassment. (iii) The date and nature of the administrative/disciplinary action, including a basic explanation or description of the event, which should not disclose personally identifiable information regarding any complaints or individuals involved. Any description provided must be consistent with the Family Educational Rights in Privacy Act. (3) Definitions. (a) An "authorized organizational representative (AOR)" is an administrative official who, on behalf of the proposing institution, is empowered to make certifications and representations and can commit the institution to the conduct of a project that an agency is being asked to support as well as adhere to various agency policies and award requirements. (b) "Principal investigators and co-principal investigators" are award personnel supported by a grant, cooperative agreement, or contract under Federal law. (c) A "reported individual" refers to recipient personnel who have been reported to a federal agency

for potential sexual harassment violations. (d) "Sex based harassment" means a form of sex discrimination and includes harassment based on sex, sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation, and gender identity. (e) "Sexual harassment" means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of asexual nature when this conduct explicitly or implicitly affects an individual's employment, unreasonably interferes with an individual's work performance, or creates an intimidating, hostile, or offensive work environment, whether such activity is carried out by a supervisor or by a co-worker, volunteer, or contractor.

Article 9 - Civil Rights Act of 1964 – Title VI

Recipients must comply with the requirements of Title VI of the Civil Rights Act of1964, Pub. L. No. 88-352 (codified as amended at 42 U.S.C. § 2000d et seq.),which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6C.F.R. Part 21. Recipients of a federal award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 7.

Article 10 - Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No.90284 (codified as amended at 42 U.S.C. § 3601 et seq.) which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection. Therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex, as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article 11 - Communication and Cooperation with the Department of Homeland Security and Immigration Officials

(1) All recipients and other recipients of funds under this award must agree that they will comply with the following requirements related to coordination and cooperation with the Department of Homeland Security and immigration officials:(a) They must comply with the requirements of 8 U.S.C. §§ 1373 and 1644. These statutes prohibit restrictions on information sharing by state and local government entities with DHS regarding the citizenship or immigration status, lawful or unlawful, of any individual. Additionally, 8 U.S.C. § 1373 prohibits any person or agency from prohibiting, or in any way restricting, a Federal, State, or local government entity from doing any of the following with respect to information regarding the immigration status of any individual: 1) sending such information to, or requesting or receiving such information from, Federal immigration officials; 2) maintaining such information; or 3) exchanging such information with any other Federal, State, or local government entity; (b) They must comply with other relevant laws related to immigration, including prohibitions on encouraging or inducing an alien to come to, enter, or reside in the United States in violation of law, 8 U.S.C. § 1324(a)(1)(A)(iv), prohibitions on transporting or moving illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(ii), prohibitions on harboring, concealing, or shielding from detection illegal aliens, 8U.S.C. § 1324(a)(1)(A)(iii), and any applicable conspiracy, aiding or abetting, or attempt liability regarding these statutes; (c) That they will honor requests for cooperation, such as participation in joint operations,

sharing of information, or requests for short term detention of an alien pursuant to a valid detainer. A jurisdiction does not fail to comply with this requirement merely because it lacks the necessary resources to assist in a particular instance; (d) That they will provide access to detainees, such as when an immigration officer seeks to interview a person who might be a removable alien; and (e) That they will not leak or otherwise publicize the existence of an immigration enforcement operation. (2) The recipient must certify under penalty of perjury pursuant to 28 U.S.C. § 1746 and using a form that is acceptable to DHS, that it will comply with the requirements of this term. Additionally, the recipient agrees that it will require any subrecipients or contractors to certify in the same manner that they will comply with this term prior to providing them with any funding under this award. (3) The recipient agrees that compliance with this term is material to the Government's decision to make or continue with this award and that the Department of homeland Security may terminate this grant, or take any other allowable enforcement action, if the recipient fails to comply with this term.

Article 12 - Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 to any work first produced under federal awards and also include an acknowledgement that the work was produced under a federal award (including the federal award number and federal awarding agency). As detailed in 2 C.F.R. §200.315, a federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and to authorize others to do so.

Article 13 - Debarment and Suspension

Recipients must comply with the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689 set forth at 2 C.F.R. Part 180 as implemented by DHS at 2 C.F.R. Part 3000. These regulations prohibit recipients from entering into covered transactions (such as subawards and contracts) with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article 14 - Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government- wide implementation (2 C.F.R. Part 182) of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).

Article 15 - Duplicative Costs

Recipients are prohibited from charging any cost to this federal award that will be included as a cost or used to meet cost sharing requirements of any other federal award in either the current or a prior budget period. See 2 C.F.R. § 200.403(f).However, recipients may shift costs that are allowable under two or more federal awards where otherwise permitted by federal statutes, regulations, or the federal award terms and conditions.

Article 16 - Education Amendments of 1972 (Equal Opportunity in Education Act) –Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (codified as amended at 20 U.S.C. §1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17.Recipients of a federal award

from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part19.

Article 17 - Energy Policy and Conservation Act

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. §6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article 18 - Equal Treatment of Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article 19 - Anti-Discrimination

Recipients must comply with all applicable Federal anti-discrimination laws material to the government's payment decisions for purposes of 31 U.S.C. § 372(b)(4). (1) Definitions. As used in this clause – (a) DEI means "diversity, equity, and inclusion." (b) DEIA means "diversity, equity, inclusion, and accessibility." (c)Discriminatory equity ideology has the meaning set forth in Section 2(b) of Executive Order 14190 of January 29, 2025. (d) Federal anti-discrimination laws mean Federal civil rights law that protect individual Americans from discrimination on the basis of race, color, sex, religion, and national origin. (e) Illegal immigrant means any alien, as defined in 8 U.S.C. § 1101(a)(3), who has no lawful immigration status in the United States.(2) Grant award certification. (a) By accepting the grant award, recipients are certifying that: (i) They do not, and will not during the term of this financial assistance award, operate any programs that advance or promote DEI, DEIA, or discriminatory equity ideology in violation of Federal anti-discrimination laws; and (ii) They do not engage in and will not during the term of this award engage in, a discriminatory prohibited boycott. (iii) They do not, and will not during the term of this award, operate any program that benefits illegal immigrants or incentivizes illegal immigration. (3) DHS reserves the right to suspend payments in whole or in part and/or terminate financial assistance awards if the Secretary of Homeland Security or her designee determines that the recipient has violated any provision of subsection (2). (4) Upon suspension or termination under subsection (3), all funds received by the recipient shall be deemed to be in excess of the amount that the recipient is determined to be entitled to under the Federal award for purposes of 2 C.F.R. § 200.346. As such, all amounts received will constitute a debt to the Federal Government that may be pursued to the maximum extent permitted by law.

Article 20 - False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C.§§ 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)

Article 21 - Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

Article 22 - Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving recipient-owned, recipient-rented, or privately owned vehicles when on official government business or when performing any work for or on behalf of the Federal Government. Recipients are also encouraged to conduct the initiatives of the type described in Section 3(a) of Executive Order 13513.

Article 23 - Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (a list of certified air carriers can be found at: Certificated Air Carriers List | US Department of Transportation, https://www.transportation.gov/policy/aviation-policy/certificated-aircarriers-list)for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article 24 - Hotel and Motel Fire Safety Act of 1990

Recipients must ensure that all conference, meeting, convention, or training space funded entirely or in part by federal award funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990,15 U.S.C. § 2225a.

Article 25 - John S. McCain National Defense Authorization Act of Fiscal Year 2019

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R.§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. The statute –as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

Article 26 - Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Recipients must comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: https://www.dhs.gov/guidance-published-help-department-supported-organizationsprovide-meaningful-access-people-limited and additional resources on http://www.lep.gov.

Article 27 - Lobbying Prohibitions

Recipients must comply with 31 U.S.C. § 1352 and 6 C.F.R. Part 9, which provide that none of the funds provided under a federal award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee

of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification. Per 6 C.F.R. Part 9, recipients must file a lobbying certification form as described in Appendix A to 6 C.F.R. Part 9 or available on Grants.gov as the Grants.gov Lobbying Form and file a lobbying disclosure form as described in Appendix B to 6 C.F.R. Part 9 or available onGrants.gov as the Disclosure of Lobbying Activities (SF-LLL).

Article 28 - National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321et seq.) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article 29 - National Security Presidential Memorandum-33 (NSPM-33) and provisions of the CHIPS and Science Act of 2022, Pub. L. 117-167, Section 10254

(1) Recipient research institutions ("covered institutions") must comply with the requirements in NSPM-33 and provisions of Pub. L.117-167, Section 10254(codified at 42 U.S.C. § 18951) certifying that the institution has established and operates a research security program that includes elements relating to: (a)cybersecurity; (b) foreign travel security; (c) research security training; and (d)export control training, as appropriate. (2) Definition. "Covered institutions" means recipient research institutions receiving federal Research and Development (R&D) science and engineering support "in excess of $50 million per year."

Article 30 - Non-Supplanting Requirement

Recipients of federal awards under programs that prohibit supplanting by law must ensure that federal funds supplement but do not supplant non-federal funds that, in the absence of such federal funds, would otherwise have been made available for the same purpose.

Article 31 - Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, scope of work, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this federal award are incorporated by reference. All recipients must comply with any such requirements set forth in the NOFO. If a condition of the NOFO is inconsistent with these terms and conditions and any such terms of the federal award, the condition in the NOFO shall be invalid to the extent of the inconsistency. The remainder of that condition and all other conditions set forth in the NOFO shall remain in effect.

Article 32 - Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq. and applicable regulations governing inventions and patents, including the regulations issued by the Department of Commerce at 37 C.F.R. Part

401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Awards, Contracts, and Cooperative Agreements) and the standard patent rights clause set forth at 37 C.F.R. § 401.14.

Article 33 - Presidential Executive Orders

Recipients must comply with the requirements of Presidential Executive Orders related to grants (also known as federal assistance and financial assistance), the full text of which are incorporated by reference.

Article 34 - Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962) and 2 C.F.R. § 200.323. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article 35 - Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (codified as amended at 29 U.S.C. § 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article 36 - Reporting Recipient Integrity and Performance Matters

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds $10,000,000for any period of time during the period of performance of the federal award, then the recipient must comply with the requirements set forth in the government-wide federal award term and condition for Recipient Integrity and Performance Matters is in 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated by reference.

Article 37 - Reporting Subawards and Executive Compensation

For federal awards that total or exceed $30,000, recipients are required to comply with the requirements set forth in the government-wide federal award term and condition on Reporting Subawards and Executive Compensation set forth at 2C.F.R. Part 170, Appendix A, the full text of which is incorporated by reference.

Article 38 - Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

(1) Recipients of a federal award from a financial assistance program that provides funding for infrastructure are hereby notified that none of the funds provided under this federal award may be used for a project for infrastructure unless: (a) all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (b) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the

cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and (c) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. (2) The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project. (3) Waivers When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements. (a) When the Federal agency has determined that one of the following exceptions applies, the federal awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that: (i) applying the domestic content procurement preference would be inconsistent with the public interest; (ii) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or (iii) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent. (b) A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office. (c) There may be instances where a federal award qualifies, in whole or in part, for an existing waiver described at "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov.(4) Definitions. The definitions applicable to this term are set forth at 2 C.F.R. §184.3, the full text of which is incorporated by reference.

Article 39 - SAFECOM

Recipients receiving federal awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. The SAFECOM Guidance is updated annually and can be found at Funding and Sustainment | CISA.

Article 40 - Subrecipient Monitoring and Management

Pass-through entities must comply with the requirements for subrecipient monitoring and management as set forth in 2 C.F.R. §§ 200.331-333.

Article 41 - System for Award Management and Unique Entity Identifier Requirements

Recipients are required to comply with the requirements set forth in the government wide federal award term and condition regarding the System for Award Management and Unique Entity Identifier Requirements in 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated reference.

Article 42 - Termination of a Federal Award

(1) By DHS. DHS may terminate a federal award, in whole or in part, for the following reasons: (a) If the recipient fails to comply with the terms and conditions of the federal award; (b) With the consent of the recipient, in which case the parties must agree upon the termination conditions, including the effective date, and in the case of partial termination, the portion to be terminated; or (c) Pursuant to the terms and conditions of the federal award, including, to the extent authorized by law, if the federal award no longer effectuates the program goals or agency priorities. (3) By the Recipient. The recipient may terminate the federal award, in whole or in part, by sending written notification to DHS stating the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if DHS determines that the remaining portion of the federal award will not accomplish the purposes for which the federal award was made, DHS may terminate the federal award in its entirety. (4) Notice. Either party will provide written notice of intent to terminate for any reason to the other party no less than 30 calendar days prior to the effective date of the termination. (5) Compliance with Closeout Requirements for Terminated Awards. The recipient must continue to comply with closeout requirements in 2 C.F.R. §§ 200.344 200.345 after an award is terminated.

Article 43 - Terrorist Financing

Recipients must comply with Executive Order 13224 and applicable statutory prohibitions on transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible for ensuring compliance with the Executive Order and laws.

Article 44 - Trafficking Victims Protection Act of 2000(TVPA)

Recipients must comply with the requirements of the government-wide federal award term and condition which implements Trafficking Victims Protection Act of2000, Pub. L. No. 106-386, § 106 (codified as amended at 22 U.S.C. § 7104). The federal award term and condition is in 2 C.F.R. § 175.105, the full text of which is incorporated by reference.

Article 45 - Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT) Act of 2001, Pub. L. 107-56

Recipients must comply with the requirements of Pub. L. 107-56, Section 817 of the USA PATRIOT Act, which amends 18 U.S.C. §§ 175–175c.

Article 46 - Use of DHS Seal, Logo and Flags

Recipients must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.

Article 47 - Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections in 10 U.S.C § 470141 U.S.C. § 4712.

Article 48 - Environmental Planning and Historic Preservation (EHP) Review

DHS/FEMA funded activities that could have an impact on the environment are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state, and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by

DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; Endangered Species Act; National Historic Preservation Act of 1966, as amended; Clean Water Act; Clean Air Act; National Flood Insurance Program regulations; and any other applicable laws, regulations and executive orders. General guidance for FEMA's EHP process is available on the DHS/FEMA Website. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program. Applicants should contact their grant Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The FEMA EHP review process must be completed before funds are released to carry out the proposed project, otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies. DHS/FEMA may also need to perform a project closeout review to ensure the applicant complied with all required EHP conditions identified in the initial review. If ground disturbing activities occur during construction, the applicant will monitor the ground disturbance, and if any potential archaeological resources are discovered, the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA. EO 11988, Floodplain Management, and EO 11990, Protection of Wetlands, require that all federal actions in or affecting the floodplain or wetlands be reviewed for opportunities to relocate, and be evaluated for social, economic, historical, environmental, legal, and safety considerations. FEMA's regulations at44 C.F.R. Part 9 implement the EOs and require an eight-step review process if a proposed action is in a floodplain or wetland or has the potential to affect or be affected by a floodplain or wetland. The regulation also requires that the federal agency provide public notice of the proposed action at the earliest possible time to provide the opportunity for public involvement in the decision-making process (44C.F.R. § 9.8). Where there is no opportunity to relocate the federal action, FEMA is required to undertake a detailed review to determine what measures can be taken to minimize future damages to the floodplain or wetland.

Article 49 - Applicability of DHS Standard Terms and Conditions to Tribal Nations

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to sub-recipients as a matter of law, regulation, or executive order. If the requirement does not apply to Tribal Nations, or there is a federal law or regulation exempting its application to Tribal Nations, then the acceptance by Tribal Nations, or acquiescence to DHS Standard Terms and Conditions does not change or alter its inapplicability to a Tribal Nation. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribal Nations where it does not already exist.

Article 50 - Acceptance of Post Award Changes

In the event FEMA determines that an error in the award package has been made, or if an administrative change must be made to the award package, recipients will be notified of the change in writing. Once the notification has been made, any subsequent requests for funds will indicate recipient acceptance of the changes to the award. Please email FEMA Grant Management Operations at: ASK-GMD@fema.dhs.gov for any questions.

Article 51 - Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, the non-state recipient or subrecipient (including subrecipients of a State or Tribal Nation), must request instructions from FEMA to make proper disposition of the equipment pursuant to 2C.F.R. section 200.313(e). State recipients must follow the disposition requirements in accordance with State laws and

procedures. 2 C.F.R. section 200.313(b). Tribal Nations must follow the disposition requirements in accordance with Tribal laws and procedures noted in 2 C.F.R. section 200.313(b); and if such laws and procedures do not exist, then Tribal Nations must follow the disposition instructions in 2 C.F.R. section 200.313(e).

Article 52 - Prior Approval for Modification of Approved Budget

Before making any change to the FEMA approved budget for this award, a written request must be submitted and approved by FEMA as required by 2 C.F.R. section200.308. For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(i) regarding the transfer of funds among direct cost categories, programs, functions, or activities. For awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently $250,000) and where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved, transferring funds among direct cost categories, programs, functions, or activities is unallowable without prior written approval from FEMA. For purposes of awards that support both construction and non-construction work, 2 C.F.R. section 200.308((f)(9) requires the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work. Any deviations from a FEMA approved budget must be reported in the first Federal Financial Report (SF-425) that is submitted following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article 53 - Indirect Cost Rate

2 C.F.R. section 200.211(b) (16) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for the award is stated in the budget documents or other materials approved by FEMA and included in the award file.

Article 54 - Build America, Buy America Act (BABAA) Required Contract Provision &Self-Certification

In addition to the DHS Standard Terms & Conditions regarding Required Use of American Iron, Steel, Manufactured Products, and Construction Materials, recipients and subrecipients of FEMA financial assistance for programs that are subject to BABAA must include a Buy America preference contract provision as noted in 2 C.F.R. section 184.4 and a self-certification as required by the FEMA Buy America Preference in FEMA Financial Assistance Programs for Infrastructure(FEMA Interim Policy #207-22-0001). This requirement applies to all subawards, contracts, and purchase orders for work performed, or products supplied under the FEMA award subject to BABAA.

Article 55 - Summary Description of Award and Subprograms

The purpose of the FY 2025 HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. Among the five basic homeland security missions noted in the DHS Quadrennial Homeland Security Review, HSGP supports the goal to Strengthen National Preparedness and Resilience. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community.

This HSGP award consists of State Homeland Security Program (SHSP) funding in the amount of $6,000,628. This grant program funds a range of activities, including planning, organization, equipment purchase, training, exercises, and management and administration across all core capabilities and mission areas.

Article 56 - HSGP Performance Goal

In addition to the Biannual Strategy Implementation Report (BSIR) submission requirements outlined in the Preparedness Grants Manual, recipients must demonstrate how the grant-funded project addressed the core capability gap associated with this project and identified in the Threat and Hazard Identification and Risk Analysis (THIRA) or Stakeholder Preparedness Review (SPR) or sustains existing capabilities as applicable. The capability gap reduction must be addressed in the Project Description of the BSIR for each project.

Article 57 - Period of Performance and Budget Period

Rescinded by Article 65.

Article 58 - Non-Applicability of Specific Agreement Articles

Notwithstanding its inclusion in this award package, the following Agreement Article does not apply to this grant award: 1. Termination of a Federal Award. This provision is consistent with any terms of the Notice of Funding Opportunity that state Paragraph C.XL (Termination of a Federal Award) of the FY 2025 DHS Standard Terms and Conditions does not apply to this award. Refer to the Notice of Funding Opportunity for the terms governing award termination.

Article 59 - State Homeland Security Program: Compliance with Federal Immigration Law

The following term applies to State Homeland Security Program funding under this award: 1. Prohibition a. The state, territorial, or local recipient is prohibited from being designated by the Department of Homeland Security or the Department of Justice as a sanctuary jurisdiction. If the Department of Homeland Security or Department of Justice designates a state or territory as a sanctuary jurisdiction after the Department of Homeland Security makes a grant award, the state or territorial recipient is prohibited from making any financial obligations under the grant award on or after the date of designation until the Department of Homeland Security removes that designation. The Department of Homeland Security will suspend that portion of the grant award supported by risk-based funding and not make payments to the state or territorial recipient on or after the date of designation until the Department of Homeland Security or Department of Justice removes that designation. This term and condition applies to the funding provided under the relative risk methodology pursuant to Section 2007 of the Homeland Security Act of2002 (6 U.S.C. § 608) and does not apply to the minimum allocation to that state or territory required by Section 2004(e) of the Homeland Security Act of 2002 (6U.S.C. § 605(e)). b. The state, territorial, or local recipient is prohibited from making subawards to a state, territorial, or local government that the Department of Homeland Security or Department of Justice has designated as a sanctuary jurisdiction. If the Department of Homeland Security or Department of Justice designates a state, territorial, or local government as a sanctuary jurisdiction after the state, territorial, or local government recipient makes a subaward to that state, territorial, or local government, the state, territorial, or local recipient must suspend the subaward, the state, territorial, or local recipient must not make any additional payments to the state, territorial, or local government, and the state, territorial, or local government is prohibited from making any financial obligations under the subaward on and after the date of designation until the Department of

Homeland Security or Department of Justice removes that designation. This term and condition applies to all funding provided to the state or territorial recipient, including both the statutory minimum as well as risk-based funding allocations. c. The Department of Homeland Security designates a state, territory, or local government as a sanctuary jurisdiction if it fails to comply with that requirements set forth in paragraphs 2.a.i to v of this term and condition. 2. Certification a. The state, territorial or local recipient and subrecipients must certify under penalty of perjury pursuant to 28 U.S.C. § 1746, and using a form that is acceptable to the Department of Homeland Security, that they will comply with the following requirements related to coordination and cooperation with the Department of Homeland Security and immigration officials: i. They will comply with the requirements of 8 U.S.C. §§ 1373 and 1644. These statutes prohibit restrictions on information sharing by state and local government entities with the Department of Homeland Security regarding the citizenship or immigration status, lawful or unlawful, of any individual. Additionally, 8 U.S.C. § 1373 prohibits any person or agency from prohibiting, or in any way restricting, a Federal, state, or local government entity from doing any of the following with respect to information regarding the immigration status of any individual: (1) sending such information to, or requesting or receiving such information from, Federal immigration officials; (2)maintaining such information; or (3) exchanging such information with any other Federal, state, or local government entity. ii. They will comply with other relevant laws related to immigration, including prohibitions on encouraging or inducing an alien to come to, enter, or reside in the United States in violation of law, 8 U.S.C. §1324(a)(1)(A)(iv), prohibitions on transporting or moving illegal aliens, 8 U.S.C. §1324(a)(1)(A)(ii), prohibitions on harboring, concealing, or shielding from detection illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(iii), and any applicable conspiracy, aiding or abetting, or attempt liability regarding these statutes. iii. They will honor requests for cooperation, such as participating in joint operations, sharing of information, or requests for short term detention of an alien pursuant to a valid detainer. A jurisdiction does not fail to comply with this requirement merely because it lacks the necessary resources to assist in a particular instance. iv. They will provide access to detainees, such as when an immigration officer seeks to interview a person who might be a removable alien. v. They will not leak or otherwise publicize the existence of an immigration enforcement operation. b. The state or territorial recipient must require a state, territorial, or local government subrecipient to make the certification above before providing them with any funding under the subaward. 3. Materiality and Remedies for Noncompliance. This term and condition is material to the Department of Homeland Security's decision to continue with this grant award and the Department of Homeland Security may take any remedy for noncompliance, including termination, if the state or territorial recipient or a local government subrecipient fails to comply with this term and condition.

Article 60 - State Homeland Security Program: Non-Applicability of Specific Terms and Agreement Articles

The following term applies to State Homeland Security Program funding under this award: Notwithstanding their inclusion in this award package, the following terms and Agreement Articles do not apply to this grant award: (1) paragraph C.IX(Communication and Cooperation with the Department of Homeland Security and Immigration Officials) of the DHS Standard Terms and Conditions and the Agreement Article titled "Communication and Cooperation with the Department of Homeland Security and Immigration Officials" in this award package; and (2)paragraph C.XVII(2)(a)(iii) (Anti-Discrimination Grant Award Certification regarding immigration) of the DHS Standard Terms and Conditions and paragraph (2)(a)(iii)of the Agreement Article titled "Anti-Discrimination" in this award package.

Article 61 - State Homeland Security Program: Impact of *San Francisco v. Trump* Preliminary Injunction

The following term applies to State Homeland Security Program funding under this award: Pursuant to the preliminary injunction order issued on August 22, 2025, in *City and County of San Francisco, et al. v. Trump, et al.*, No. 3:25-cv-01350 (N.D. Cal.), the following terms and conditions do not apply to awards or subawards issued to any of the plaintiffs subject to the preliminary injunction order while the order remains in effect: (1) paragraph C.IX (Communication and Cooperation with the Department of Homeland Security and Immigration Officials) of the DHS Standard Terms and Conditions and the Agreement Article titled "Communication and Cooperation with the Department of Homeland Security and Immigration Officials" in this award package; (2) paragraph C.XVII(2)(a)(iii) (Anti-Discrimination Grant Award Certification regarding immigration) of the DHS Standard Terms and Conditions and paragraph (2)(a)(iii) of the Agreement Article titled "Anti-Discrimination" in this award package; and (3) the "State Homeland Security Program: Compliance with Federal Immigration Law" Agreement Article. If the preliminary injunction is stayed, vacated, or extinguished, the "State Homeland Security Program: Compliance with Federal Immigration Law" Agreement Article will immediately become effective.

Article 62 - State Homeland Security Program: Impact of *State of Illinois v. FEMA* Injunction

Pursuant to the memorandum and order issued on September 24, 2025, in *State of Illinois, et al. v. Federal Emergency Management Agency, et. al, No. 25-206 (D.R.I.),* the following terms and conditions do not apply to awards or subawards issued to any of the plaintiffs subject to the injunction order while the order remains in effect: (1) paragraph C.IX (Communication and Cooperation with the Department of Homeland Security and Immigration Officials) of the DHS Standard Terms and Conditions and the Agreement Article titled "Communication and Cooperation with the Department of Homeland Security and Immigration Officials" in this award package; (2) paragraph C.XVII(2)(a)(iii) (Anti-Discrimination Grant Award Certification regarding immigration) of the DHS Standard Terms and Conditions and paragraph (2)(a)(iii) of the Agreement Article titled "Anti-Discrimination" in this award package; and (3) the "State Homeland Security Program: Compliance with Federal Immigration Law" Agreement Article. If the injunction is stayed, vacated, or extinguished, the "State Homeland Security Program: Compliance with Federal Immigration Law" Agreement Article will immediately become effective.

Article 63 - Funding Hold: Additional Information Required

FEMA has placed a funding hold on this award, and $4,362,750.00 is on hold in the FEMA financial systems. The recipient is prohibited from obligating, expending, or drawing down the funds associated with the following Homeland Security Grant Program subprogram(s)/investment(s): N/A. To release the funding hold, the recipient must provide a detailed cost breakdown and justification for the investments/projects listed above. FEMA will rescind the funding hold upon its review and approval of the detailed cost breakdown and justification. If you have questions about this funding hold, please contact the DHS/FEMA Headquarters Preparedness Officer.

Article 64 - Amended Award Amount Pursuant to *State of Illinois, et al. v. Kristi Noem, et al.* (D.RI).

Pursuant to the Permanent Injunction Order issued by the U.S. District Court for the District of Rhode Island in *State of Illinois, et al. v. Kristi Noem, et al.*, No. 1:25-cv-00495, dated December 22, 2025, and Information Bulletin (IB) 540, the amount of funding awarded by this Fiscal Year 2025 Homeland Security Grant Program (HSGP) grant has been amended to reflect the amount set forth in the Notice of Funding Opportunity dated August 1, 2025. Further, the "Summary Description of Award and

Subprograms" is amended to read as follows: The purpose of the FY2025 HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. Among the five basic homeland security missions noted in the DHS Quadrennial Homeland Security Review, HSGP supports the goal to Strengthen National Preparedness and Resilience. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community. This HSGP award consists of State Homeland Security Program (SHSP) funding in the amount of $4,362,750. This grant program funds a range of activities, including planning, organization, equipment purchase, training, exercises, and management and administration across all core capabilities and mission areas.

Article 65 - Amended Period of Performance and Budget Period Pursuant to *State of Illinois, et al. v. Kristi Noem, et al.* (D.RI) and *State of Michigan et al. v. Kristi Noem et al.* (D.OR).

Pursuant to the Permanent Injunction Order issued by the U.S. District Court for the District of Rhode Island in *State of Illinois, et al. v. Kristi Noem, et al.*, No. 1:25-cv-00495, dated December 22, 2025 and the Permanent Injunction Order issued by the U.S. District Court for the District of Oregon in *State of Michigan, et al. v. Kristi Noem et al.*, No 6:25-cv-02053-AP, dated December 23, 2025, the Agreement Article titled "Period of Performance and Budget Period") of your award package is rescinded. The new Period of Performance and Budget Period for this award is September 1, 2025 to August 31, 2028.

September 25, 2025

MEMO TO: Zulima Lopez, Interim City Manager

FROM: Shane Chaney, Chief of Police
Jeremy Tremel, Captain
Michael Szewczyk, Information Technology Manager

SUBJECT: That the City Council Authorize a grant application for the 2025 State Homeland Security Grant Program (SHSP)

Meeting Type & Date
Special Regular Council Meeting
September 30, 2025

Action Type
Minute Action

Recommendation
That Council, by minute action, authorize the Casper Police Department and the City's Information Technology Division to submit a grant application to the Wyoming Office of Homeland Security for the 2025 SHSP grant cycle.

Summary
The Casper Police Department and Information Technology Division are seeking approval to apply for the 2025 State Homeland Security Program (SHSP) grant to enhance the City's cyber security capabilities. This grant application will request funding for the purchase of upgraded firewalls, security software, and incident response software to strengthen the City's protection against increasing cyber threats. These upgrades are critical to safeguarding sensitive data, ensuring continuity of public safety operations, and maintaining compliance with current security standards. If awarded, the SHSP grant would provide the necessary resources to improve the City's cyber defenses without impacting the general fund budget.

The SHSP grant cycle usually occurs in spring every year, but due the impact on federal grant programs over the last year, the grant cycle was postponed. The deadline to apply for this grant is September 30, 2025.

Financial Considerations
There is no match required for this funding.

Council Priorities
1. Safe and Healthy Community

Oversight/Project Responsibility
Jeremy Tremel, Captain
Michael Szewczyk, IT Manger

Attachments
None

RESOLUTION NO. 26-168

A RESOLUTION AUTHORIZING A GRANT AWARD AGREEMENT BETWEEN THE WYOMING OFFICE OF HOMELAND SECURITY AND CITY OF CASPER TO PURCHASE SOFTWARE TO ENHANCE THE CITY'S CYBER SECURITY CAPABILITIES.

WHEREAS, in September of 2025, the City of Casper applied for a State of Wyoming Homeland Security Grant to enhance the City's cyber security capabilities; and,

WHEREAS, the City wishes to accept the grant funding in the amount of Eighty-Five Thousand Dollars ($85,000.00) and to enter into a grant award agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a *Grant Award Agreement between Wyoming Office of Homeland Security and City of Casper* in the amount of Eighty Five Thousand Dollars and 00/100 ($85,000.00).

PASSED, APPROVED, AND ADOPTED on this _____ day of _____, 2026.

APPROVED AS TO FORM:

Walter Trauscht

CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

Amanda Ainsworth
City Clerk

Ray Pacheco
Mayor

July 1, 2026

MEMO TO: Janine Jordan, City Manager

FROM: Jacob Black, Fire Chief
Jason Speiser, Deputy Chief

SUBJECT: Wyoming Office of Homeland Security Regional Response Team Training Grant in the amount of $10,300

Meeting Type & Date
Regular Council Meeting
July 21, 2026

Action Type
Resolution

Recommendation
That Council, by resolution, approve acceptance of a Wyoming Office of Homeland Security Regional Response training grant in the amount of $10,300.

Summary
Casper Fire-EMS operates Wyoming Office of Homeland Security Regional Response Team 2, which supports emergency response operations in Natrona, Converse, and Niobrara Counties. This grant funding will provide training for regional partners to familiarize emergency response personnel with the team's equipment, resources, and capabilities, improving coordination and readiness for regional response incidents.

Financial Considerations
The grant provides 100% reimbursement for eligible training expenses; no local match is required.

Council Adopted Goals
☐ Infrastructure
☒ Fiscal Stability
☒ Communication & Public Education

Oversight/Project Responsibility
Jason Speiser, Deputy Chief

Attachments
Grant award agreement.

Lynn Budd
Director

Mark Gordon
Governor

May 22, 2026

Dear Jason,

This package contains the agreement with the Wyoming Office of Homeland Security (WOHS) for the Casper Fire-EMS 2023 SHSP award to support the RERT Training project. Please forward these agreement documents to the appropriate officials within your agency for review and signatures.

Also included is a copy of the Point of Contact (POC) form. A completed POC form must be signed by the agreement signatory and returned with a copy of the signed agreement.

Your signed agreement and completed POC form must be returned to WOHS by certified mail no later than July 6, 2026. Once it is received, the agreement will be executed with my signature and an electronic copy will be emailed to you for your records. The original signature document will be retained by WOHS.

Attachment A of the agreement describes the allowable expenses that are supported by your 2023 SHSP award.

Questions concerning your award can be directed to Darryl Erickson by email or by calling 307-777-4917.

The deadline to return these documents to WOHS is July 6, 2026.

Regards,

Lynn Budd

Director, Wyoming Office of Homeland Security

Wyoming Office of Homeland Security
5500 Bishop Boulevard, Cheyenne, Wyoming 82002
Telephone (307) 777-4900 Fax (307) 635-6017 http://hls.wyo.gov

2023 State Homeland Security Program (SHSP)
GRANT POINT OF CONTACT
INFORMATION FORM

Agency Name:	Casper Fire-EMS
Grant Project ID:	23-SHSP-RR2-RR-AET-SH
Mailing Address:	200 N. David Street
City, ST ZIP	Casper, WY 82609

Grant Administrator Name:	Jason Speiser
Title:	Deputy Chief/Regional Response Coordinator
Phone Number:	307-233-6601
Email:	jspeiser@casperwy.gov

(The "Grant Administrator" is the person with your agency who is responsible for the award)

Authorized Point of Contact:	Jennifer Scott
Title:	Grant Administrator
Phone Number:	307-235-8402
Email:	jescott@casperwy.gov

(The "Authorized Point of Contact" is the person WOHS will contact with any award information/issues)

This form must be signed below by the same person who signed the Grant Award Agreement

I certify the following by my signature, under penalty of false swearing pursuant to W.S. 6-5-303: I have read and understood the incorporated references and requirements in the 2023 State Homeland Security Program Grant Award Agreement.

Signature _____ **Date** _____

Printed Name _____ **Title** _____

Please complete and email a signed copy of this form to:

Darryl Erickson, SHSP Grants Specialist
Wyoming Office of Homeland Security
5500 Bishop Boulevard, Cheyenne, WY 82009
darryl.erickson1@wyo.gov

GRANT AWARD AGREEMENT BETWEEN
WYOMING OFFICE OF HOMELAND SECURITY
AND
CITY OF CASPER

Subrecipient Grant Award Agreement for U.S. Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA), Grant Programs Directorate, State Homeland Security Program (SHSP) Grant Fiscal Year 2023

Subrecipient:	**City of Casper**
UEI #	**HXH4C4Y14JR5**
Federal Award Amount:	**$10,300.00**
Period of Performance:	**January 1, 2026 through August 31, 2026**
CFDA #:	**97.067**
DHS Grant Code:	**EMW-2023-SS-00061**
Federal Award Date:	**September 12, 2023**
Project ID:	**23-SHSP-RR2-RR-AET-SH**

1. **Parties.** The parties to this Grant Award Agreement (Agreement) are Wyoming Office of Homeland Security (Agency), whose address is: 5500 Bishop Blvd., Cheyenne, WY 82002, and the City of Casper (Subrecipient), whose address is: 200 N. David St., Casper, WY 82601.

2. **Purpose of Agreement.** The purpose of this Grant Award Agreement (Agreement) is to set forth the terms and conditions by which the Subrecipient shall support the investment of Addressing Emerging Threats to improve the ability of the City of Casper to prevent a threatened or an actual act of terrorism; protect citizens, residents, visitors, and assets against the greatest threats that pose the greatest risk to the security of the United States; mitigate the loss of life and property by lessening the impact of future catastrophic events; respond quickly to save lives, protect property and the environment, and meet basic human needs in the aftermath of a catastrophic incident; and/or recover through a focus on the timely restoration, strengthening, accessibility and revitalization of infrastructure, housing, and a sustainable economy, as well as the health, social, cultural, historic, and environmental fabric of communities affected by a catastrophic incident. The funds used under this Agreement will help prevent terrorism and prepare the nation for the threats and hazards that pose the greatest risk to the security of the United States, therefore, funded investments must have a terrorism nexus. This award is not for the purposes of Research & Development (R&D) as defined in 2 C.F.R. 200.87.

3. **Funding Authority.** The funds the Agency will distribute to Subrecipient under this Agreement are drawn from grant funds distributed to the State of Wyoming by the Fiscal Year 2023 Homeland Security Grant Program, State Homeland Security Program awarded to the State Of Wyoming. The program is authorized by the *Homeland Security Act of 2002* (Public Law 107-296), as amended by section 101 of the Implementing Recommendations of the 9/11 Commission Act of 2007 (Public Law 110-53).

4. **Term of Agreement.** This Agreement is effective when all parties have executed it (Effective Date). The Period of Performance of the Agreement is from January 1, 2026 through August 31, 2026. All services shall be completed during the Period of Performance.

This Agreement may be extended by agreement of both parties in writing and subject to the required approvals. There is no right or expectation of extension and any extension will be determined at the discretion of the Agency.

5. **Payment.**

A. The Agency agrees to pay the Subrecipient for the services described in Attachment A, Project Description, which is attached to and incorporated into this Agreement by this reference. Total payment under this Agreement shall not exceed ten thousand three hundred dollars and no cents ($10,300.00). Payment shall be made when services are completed, and within forty-five (45) days after submission of invoice pursuant to Wyo. Stat. § 16-6-602. Subrecipient shall submit invoices in sufficient detail to ensure that payments may be made in conformance with this Agreement. Subrecipient shall submit all invoices within forty-five (45) days after the term of this Agreement.

B. No payment shall be made for work performed outside the Period of Performance of this Agreement. Should the Subrecipient fail to perform in a manner consistent with the terms and conditions set forth in this Agreement, payment under this Agreement may be withheld until such time as the Subrecipient performs its duties and responsibilities to the satisfaction of Agency.

C. **Travel.** The payment of travel expenses shall be allowed as set forth below. Subrecipient is expected to procure the most cost efficient travel arrangements.

(i) Air Travel. The Agency agrees to reimburse the Subrecipient's approved air travel expenses related to the performance of this Agreement. Air travel shall be reimbursed based on actual costs, supported by a copy of the original receipt with the invoice. Subrecipient must select the lowest airfare (fares available in the market at the time of booking, preferably well in advance of trip to attain the lowest possible airfare). Subrecipient shall book economy class fares for all domestic travel. First class bookings are not reimbursable.

(ii) Personal Vehicle. The Agency agrees to reimburse the Subrecipient's approved use of personal vehicle. Mileage shall be reimbursed at the current State rate per mile based on standard map mileage. Fuel will not be reimbursed.

(iii) Car Rental. The Agency agrees to reimburse the Subrecipient's approved car rental expenses related to the performance of this Agreement. Car rental expenses shall be reimbursed at actual costs, supported by a copy of the

original receipt with the invoice. Subrecipient must select the lowest rental rates for an appropriate vehicle.

D. **Lodging.** The Agency agrees to reimburse Subrecipient's approved lodging expenses related to the performance of this Agreement. Lodging expenses shall be reimbursed at actual costs, supported by a copy of the original receipt with the invoice. The Subrecipient shall only invoice the Agency for the basic room rate, taxes, and lodging fees. The Agency is not responsible for incidental or miscellaneous expenses charged to the room. Incidental and miscellaneous expenses for which the Agency shall not be responsible include charges such as alcohol, internet, telephone charges, mini-bar, and movies.

E. **Meals.** The Agency agrees to reimburse Subrecipient's approved meal expenses related to the performance of this Agreement. Unless otherwise agreed upon, the Subrecipient shall be reimbursed for meals in accordance with the current U.S. General Services Administration rate per day. This reimbursement amount includes all meal, beverage, and refreshment expenses incurred during the day. Requests for reimbursement shall state the amount allowable for meals and list the actual number of travel days on the invoice.

6. **Responsibilities of Subrecipient.** The Subrecipient agrees to:

A. Complete the project described in Attachment A, Project Description.

B. Comply with terms and conditions as described in Attachment B, Agreement Articles, which is attached to and incorporated into this Agreement by this reference.

C. Comply with the 2023 Homeland Security Grant Program (HSGP) Notice of Funding Opportunity (NOFO) and the Preparedness Grants Manual to implement this Agreement, and agrees that all use of funds under this Agreement will be in accordance with the SHSP NOFO and Preparedness Grants Manual.

D. **THIRA/SPR.** Complete/actively participate in a whole community Threat and Hazard Risk Assessment (THIRA) or Stakeholder Preparedness Report (SPR) update, or both, annually by the deadline, established by the Agency, of each year during the entire term of this Agreement.

E. **NIMS.** Maintain adoption and implementation of the National Incident Management System (NIMS). Subrecipient must use standardized resource management concepts for resource typing, credentialing, and an inventory to facilitate the effective identification, dispatch, deployment, tracking, and recovery of resources. Subrecipient shall update or modify its operational plans, and training and exercise activities, as necessary, to achieve conformance with the National Response Framework and NIMS implementation guidelines.

F. **Point of Contact.** Keep the Agency up-to-date as to the name of the person acting as the primary contact person for this Agreement using the Point of Contact

Information Form provided by the Agency, which is incorporated into this Agreement by this reference, including any change of contact person, address, email, or telephone information. Subrecipient's primary contact shall cooperate with any assessments, national evaluation efforts, or information or data collect requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this Agreement.

G. **Procurement.** Subrecipient must use its own documented procurement procedures that reflect applicable state, local, territorial, and tribal laws and regulations, provided that the procurements conform to applicable federal law and the standards identified in 2 C.F.R. Part 200. All procurement activity must be conducted in accordance with Federal Procurement Standards 2 C.F.R. Part 200.317-200.326.

H. **Equipment.**

(i) Subrecipient may not use the funding provided under this Agreement to purchase equipment not specifically authorized in the Authorized Equipment List (AEL), which is incorporated into this Agreement by this reference, unless the proposed acquisition is reviewed by the Agency and approved by the U.S. Department of Homeland Security in writing prior to purchase.

(ii) Subrecipient shall ensure all equipment purchased with funds provided under this Agreement is maintained and available for response to terrorist incidents. Subrecipient agrees that, when practicable, any equipment or supplies purchased with grant funding shall be prominently marked as follows: "Purchased with funds provided by the U.S. Department of Homeland Security and administered by the Wyoming Office of Homeland Security."

(iii) Subrecipient shall maintain property records for all equipment purchased with HSGP funds in accordance with 2 C.F.R. 200.313(1) to include: a description of the property, a serial number or other identification number, the source of funding for the property (including the FAIN), who holds the title, the acquisition date, and cost of the property, percentage of federal participation in the project costs for the federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property. Subrecipient shall provide Agency with updated property records during the close-out of this Agreement.

I. **Training and Exercise.** Training conducted using HSGP funds should address a performance gap identified through an Integrated Preparedness Plan, THIRA/SPR process, or other assessment and contribute to building a capability that will be evaluated through a formal exercise. Exercises conducted with this Agreement should be managed and conducted consistent with Homeland Security Exercise and Evaluation Program (HSEEP).

J. Closeout.

(i) Subrecipient shall submit a final project and financial report to the Agency within forty-five (45) days after the termination of this Agreement. The final report must include project description detailing accomplishments, qualitative summary of the impact of those accomplishments, financial summary, as well as other documents required by program guidance or terms and conditions of the award, to include updated property records. Failure to provide a final report may jeopardize future funding.

(ii) Subrecipient must maintain and retain the following: backup documentation such as bids and quotes, cost/price analyses on file for review, other documents required by federal regulations applicable at the time funds are granted. Subrecipient shall keep detailed records of all transactions involving this Agreement including but not limited to: specifications, solicitations, competitive quotes or proposals, basis for selection decisions, purchase orders, contracts, invoices, and cancelled checks. Failure to fully document all purchases may result in Agency questioning and subsequently disallowing Subrecipient's expenditures. Subrecipient must maintain its records for three (3) years after the close of the underlying federal award.

7. **Responsibilities of Agency.** The Agency agrees to:

A. Pay Subrecipient in accordance with Section 5 above.

B. Be available to provide necessary and feasible technical advice as requested by Subrecipient.

C. Notify Subrecipient of information and updates received from FEMA or other federal agencies, which may affect or otherwise restrict the availability of funds awarded to Subrecipient herein.

8. **Special Provisions.**

A. Assumption of Risk. The Subrecipient shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to the Subrecipient's failure to comply with state or federal requirements. The Agency shall notify the Subrecipient of any state or federal determination of noncompliance.

B. Environmental Policy Acts. Subrecipient agrees all activities under this Agreement will comply with the Clean Air Act, the Clean Water Act, the National Environmental Policy Act, and other related provisions of federal environmental protection laws, rules or regulations.

C. **Human Trafficking.** As required by 22 U.S.C. § 7104(g) and 2 C.F.R. Part 175, this Agreement may be terminated without penalty if a private entity that receives funds under this Agreement:

(i) Engages in severe forms of trafficking in persons during the period of time that the award is in effect;

(ii) Procures a commercial sex act during the period of time that the award is in effect; or

(iii) Uses forced labor in the performance of the award or subawards under the award.

D. **Kickbacks.** Subrecipient certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Agreement. If Subrecipient breaches or violates this warranty, Agency may, at its discretion, terminate this Agreement without liability to Agency, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.

E. **Limitations on Lobbying Activities.** By signing this Agreement, Subrecipient certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by Subrecipient or its sub-subrecipients in connection with lobbying member(s) of Congress, or any federal agency in connection with the award of a federal grant, Agreement, cooperative agreement, or loan.

F. **Monitoring Activities.** Agency shall have the right to monitor all activities related to this Agreement that are performed by Subrecipient or its sub-subrecipients. This shall include, but not be limited to, the right to make site inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this Agreement; and to observe personnel in every phase of performance of Agreement related work.

G. **Nondiscrimination.** The Subrecipient shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Agreement.

H. **No Finder's Fees:** No finder's fee, employment agency fee, or other such fee related to the procurement of this Agreement, shall be paid by either party.

I. **Publicity.** Any publicity given to the projects, programs, or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices in whatever form, prepared by or for the Subrecipient and related to the services and work to be performed under this Agreement, shall identify the Agency as the sponsoring agency and shall not be released without prior written approval of Agency.

J. **Suspension and Debarment.** By signing this Agreement, Subrecipient certifies that neither it nor its principals/agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction or from receiving federal financial or nonfinancial assistance, nor are any of the participants involved in the execution of this Agreement suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension), 44 C.F.R. Part 17, or 2 C.F.R. Part 180, or are on the debarred, or otherwise ineligible, vendors lists maintained by the federal government. Further, Subrecipient agrees to notify Agency by certified mail should it or any of its principals/agents become ineligible for payment, debarred, suspended, or voluntarily excluded from receiving federal funds during the term of this Agreement.

K. **Administration of Federal Funds.** Subrecipient agrees its use of the funds awarded herein is subject to the Uniform Administrative Requirements of 2 C.F.R. Part 200, *et seq.*; any additional requirements set forth by the federal funding agency; all applicable regulations published in the Code of Federal Regulations; and other program guidance as provided to it by Agency.

L. **Copyright License and Patent Rights.** Subrecipient acknowledges that federal grantor, the State of Wyoming, and Agency reserve a royalty-free, nonexclusive, unlimited, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal and state government purposes: (1) the copyright in any work developed under this Agreement; and (2) any rights of copyright to which Subrecipient purchases ownership using funds awarded under this Agreement. Subrecipient must consult with Agency regarding any patent rights that arise from, or are purchased with, funds awarded under this Agreement.

M. **Federal Audit Requirements.** Subrecipient agrees that if it expends an aggregate amount of seven hundred fifty thousand dollars ($750,000.00) or more in federal funds during its fiscal year, it must undergo an organization-wide financial and compliance single audit. Subrecipient agrees to comply with the audit requirements of the U.S. General Accounting Office Government Auditing Standards and Audit Requirements of 2 C.F.R. Part 200, Subpart F. If findings are made which cover any part of this Agreement, Subrecipient shall provide one (1) copy of the audit report to Agency and require the release of the audit report by its auditor be held until adjusting entries are disclosed and made to Agency's records.

N. **Non-Supplanting Certification.** Subrecipient hereby affirms that federal grant funds shall be used to supplement existing funds, and shall not replace (supplant) funds that have been appropriated for the same purpose. Subrecipient should be

able to document that any reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds under this Agreement.

O. **Program Income.** Subrecipient shall not deposit grant funds in an interest bearing account without prior approval of Agency. Any income attributable to the grant funds distributed under this Agreement must be used to increase the scope of the program or returned to Agency.

9. **General Provisions.**

A. **Amendments.** Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by the parties to this Agreement shall be incorporated by written instrument, executed by all parties to this Agreement.

B. **Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder," "herein," and words of similar import, are intended to refer to this Agreement as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.

C. **Assignment Prohibited and Agreement Shall Not be Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Agreement without the prior written consent of the other party. The Subrecipient shall not use this Agreement, or any portion thereof, for collateral for any financial obligation without the prior written permission of the Agency.

D. **Audit and Access to Records.** The Agency and its representatives shall have access to any books, documents, papers, electronic data, and records of the Subrecipient which are pertinent to this Agreement. The Subrecipient shall immediately, upon receiving written instruction from the Agency, provide to any independent auditor or accountant all books, documents, papers, electronic data, and records of the Subrecipient which are pertinent to this Agreement. The Subrecipient shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the Agency.

E. **Availability of Funds.** Each payment obligation of the Agency is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Agreement, the Agreement may be terminated by the Agency at the end of the period for which the funds are available. The Agency shall notify the Subrecipient at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Agency in the event this provision

is exercised, and the Agency shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

F. **Award of Related Agreements.** The Agency may award supplemental or successor agreements for work related to this Agreement or may award agreements to other subrecipients for work related to this Agreement. The Subrecipient shall cooperate fully with other subrecipients and the Agency in all such cases.

G. **Compliance with Laws.** The Subrecipient shall keep informed of and comply with all applicable federal, state, and local laws and regulations, and all federal grant requirements and executive orders in the performance of this Agreement.

H. **Confidentiality of Information.** Except when disclosure is required by the Wyoming Public Records Act or court order, all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Subrecipient in the performance of this Agreement shall be kept confidential by the Subrecipient unless written permission is granted by the Agency for its release. If and when Subrecipient receives a request for information subject to this Agreement, Subrecipient shall notify Agency within ten (10) days of such request and shall not release such information to a third party unless directed to do so by Agency.

I. **Entirety of Agreement.** This Agreement, consisting of thirteen (13) pages, Attachment A, Project Description, consisting of one (1) page, and Attachment B, Agreement Articles, consisting of ten (10) pages, represent the entire and integrated Agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Agreement and the language of any attachment or document incorporated by reference, the language of this Agreement shall control.

J. **Ethics.** Subrecipient shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*) and any and all ethical standards governing Subrecipient's profession.

K. **Extensions.** Nothing in this Agreement shall be interpreted or deemed to create an expectation that this Agreement will be extended beyond the term described herein. Any extension of this Agreement shall be initiated by the Agency and shall be accomplished through a written amendment between the parties entered into before the expiration of the original Agreement or any valid amendment thereto, and shall be effective only after it is reduced to writing and executed by all parties to the Agreement.

L. **Force Majeure.** Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe

weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.

M. **Indemnification.** Each party to this Agreement shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.

N. **Independent Contractor.** The Subrecipient shall function as an independent contractor for the purposes of this Agreement and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Agreement, the Subrecipient shall be free from control or direction over the details of the performance of services under this Agreement. The Subrecipient shall assume sole responsibility for any debts or liabilities that may be incurred by the Subrecipient in fulfilling the terms of this Agreement and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Agreement. Nothing in this Agreement shall be interpreted as authorizing the Subrecipient or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Agency or to incur any obligation of any kind on behalf of the State of Wyoming or the Agency. The Subrecipient agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance, or similar benefits available to State of Wyoming employees will inure to the benefit of the Subrecipient or the Subrecipient's agents or employees as a result of this Agreement.

O. **Notices.** All notices arising out of, or from, the provisions of this Agreement shall be in writing either by regular mail or delivery in person at the addresses provided under this Agreement.

Contact for the Agency:
Ashley Paulsrud
Grants/Finance Section Chief
5500 Bishop Boulevard
Cheyenne, Wyoming 82009
307-777-4907
Ashley.paulsrud@wyo.gov

With a copy to:
Lynn Budd (Awarding Official)
Director, Wyoming Office of Homeland Security
5500 Bishop Boulevard
Cheyenne, Wyoming 82009
307-777-8511
Lynn.budd@wyo.gov

P. **Ownership and Return of Documents and Information.** Agency is the official custodian and owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Subrecipient in the performance of this Agreement. Upon termination of services, for any reason, Subrecipient agrees to return all such original and derivative information and documents to the Agency in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers.

Q. **Patent or Copyright Protection.** The Subrecipient recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license, or other similar restrictions, and warrants that no work performed by the Subrecipient or its sub-subrecipients will violate any such restriction. The Subrecipient shall defend and indemnify the Agency for any infringement or alleged infringement of such patent, trademark, copyright, license, or other restrictions.

R. **Prior Approval.** This Agreement shall not be binding upon either party and the Wyoming State Auditor shall not draw warrants for payment, until this Agreement has been fully executed, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-3204(b)(iv).

S. **Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.

T. **Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and Agency expressly reserve sovereign immunity by entering into this Agreement and the Subrecipient expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to Wyo. Stat. § 1-39-101, *et seq.*, and all other applicable law. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.

U. **Taxes.** The Subrecipient shall pay all taxes and other such amounts required by federal, state, and local law, including, but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.

V. **Termination of Agreement.** This Agreement may be terminated, without cause, by the Agency upon thirty (30) days written notice. This Agreement may be

terminated by the Agency immediately for cause if the Subrecipient fails to perform in accordance with the terms of this Agreement.

W. **Third-Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.

X. **Time is of the Essence.** Time is of the essence in all provisions of this Agreement.

Y. **Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Agreement.

Z. **Waiver.** The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.

AA. **Counterparts.** This Agreement may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Agreement. Delivery by the Subrecipient of an originally signed counterpart of this Agreement by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the Agency.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

10. **Signatures.** The parties to this Agreement, either personally or through their duly authorized representatives, have executed this Agreement on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Agreement.

The Effective Date of this Agreement is the date of the signature last affixed to this page.

AGENCY:
Wyoming Office of Homeland Security

Lynn Budd, Director — Date

SUBRECIPIENT:
City of Casper

Subrecipient Designee Signature — Date

Printed Name and Title of Designee

SUBRECIPIENT'S ATTORNEY: APPROVAL AS TO FORM

Walter Trauger IV — 6/26/26
Attorney — Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

Jodi A. Darrough #255868 — 5-27-26
Jodi A. Darrough, Senior Assistant Attorney General — Date

Attachment A: Project Description

Subrecipient: City of Casper
Project ID: 23-SHSP-RR2-RR-AET-SH

The following submitted project(s) have been approved for the Federal Fiscal Year 2023 U.S. Department of Homeland Security State Homeland Security Program Grant. Only expenditures within the scope of the below projects will be reimbursed by the Wyoming Office of Homeland Security. Any changes to the scope of work must be approved through the Wyoming Office of Homeland Security prior to implementation.

REMINDER: Fuel, oil and routine maintenance charges are **NOT** covered under this grant.

Description	Amount
Eligible Expenses as follows: • Expenses associated with the attendance and provision of RERT exercises.	$ 10,300.00

For questions regarding individual project eligibility, the scope of an approved project, or the 2023 SHSP grant, please contact:

Darryl Erickson, Grant Program Manager
Wyoming Office of Homeland Security
307-777-4917

Ashley Paulsrud, Grants/Finance Section Chief
Wyoming Office of Homeland Security
307-777-4907

Attachment B: Agreement Articles

GRANTEE:	Wyoming Office of Homeland Security
PROGRAM:	Homeland Security Grant Program
AGREEMENT NUMBER:	EMW-2023-SS-00061

Article I - Summary Description of Award

The purpose of the FY 2023 HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. Among the five basic homeland security missions noted in the DHS Quadrennial Homeland Security Review, HSGP supports the goal to Strengthen National Preparedness and Resilience. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community. This HSGP award consists of State Homeland Security Program (SHSP) funding in the amount of four million eight hundred forty-seven thousand five hundred dollars and no cents ($4,847,500.00). This grant program funds a range of activities, including planning, organization, equipment purchase, training, exercises, and management and administration across all core capabilities and mission areas.

Article II - HSGP Performance Goal

In addition to the Biannual Strategy Implementation Report (BSIR) submission requirements outlined in the Preparedness Grants Manual, recipients must demonstrate how the grant-funded project addressed the core capability gap associated with this project and identified in the Threat and Hazard Identification and Risk Analysis (THIRA) or Stakeholder Preparedness Review (SPR) or sustains existing capabilities as applicable. The capability gap reduction must be addressed in the Project Description of the BSIR for each project.

Article III - DHS Standard Terms and Conditions Generally

The Fiscal Year (FY) 2023 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2023. These terms and conditions flow down to subrecipients unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations. All legislation and digital resources are referenced with no digital links. The FY 2023 DHS Standard Terms and Conditions will be housed on dhs.gov at www.dhs.gov/publication/fy15-dhs- standard-terms-and-conditions.

Article IV - Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

I. DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances Non-Construction Programs, or OMB Standard Form 424D Assurances Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the awarding agency.

II. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (CFR) Part 200 and adopted by DHS at 2 CFR Part 3002.

III. By accepting this agreement, recipients, and their executives, as defined in 2 CFR section

170.315, certify that their policies are in accordance with OMBs guidance located at 2 CFR Part 200, all applicable federal laws, and relevant Executive guidance.

Article V - General Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

I. Recipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS.

II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel.

III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance.

V. Recipients (as defined in 2 CFR Part 200 and including recipients acting as pass-through entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool. DHS Civil Rights Evaluation Tool | Homeland Security The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Article VI - Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Article VII - Activities Conducted Abroad

Recipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article VIII - Age Discrimination Act of 1975

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article IX - Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. sections 12101-12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article X - Best Practices for Collection and Use of Personally Identifiable Information

Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

Article XI - Civil Rights Act of 1964 - Title VI

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 CFR Part 21 and 44 CFR Part 7.

Article XII - Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. section 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 CFR Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units-i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)-be designed and constructed with certain accessible features. (See 24 CFR Part 100, Subpart D.)

Article XIII - Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Article XIV - Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 CFR Part 180 as adopted by DHS at 2 CFR Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article XV - Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 CFR Part 3001, which adopts the Government-wide implementation (2 CFR Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. sections 8101-8106).

Article XVI - Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 CFR Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons.

Article XVII - Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 CFR Part 17 and 44 CFR Part 19.

Article XVIII - E.O. 14074 - Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety

Recipient State, Tribal, local, or territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.

Article XIX - Energy Policy and Conservation Act

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94-163 (1975) (codified as amended at 42 U.S.C. section 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article XX - False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. sections 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. sections 3801-3812, which details the administrative remedies for false claims and statements made.)

Article XXI - Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

Article XXII - Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.

Article XXIII - Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974,

49 U.S.C. section 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article XXIV - Hotel and Motel Fire Safety Act of 1990

Recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225a.

Article XXV - John S. McCain National Defense Authorization Act of Fiscal Year 2019

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 CFR sections 200.216, 200.327, 200.471, and Appendix II to 2 CFR Part 200. Beginning August 13, 2020, the statute - as it applies to DHS recipients, subrecipients, and their contractors and subcontractors - prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

Article XXVI - Limited English Proficiency (Civil Rights Act of 1964 - Title VI)

Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. section 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov.

Article XXVII - Lobbying Prohibitions

Recipients must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article XXVIII - National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. section 4321 et seq.) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article XXIX - Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 CFR Part 19 and other applicable statues, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article XXX - Non-Supplanting Requirement

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

Article XXXI - Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

Article XXXII - Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. section 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 CFR Part 401 and the standard patent rights clause located at 37 CFR section 401.14.

Article XXXIII - Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. section 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article XXXIV - Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973) (codified as amended at 29 U.S.C. section 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article XXXV - Reporting of Matters Related to Recipient Integrity and Performance

General Reporting Requirements: If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 CFR Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

Article XXXVI - Reporting Subawards and Executive Compensation

Reporting of first tier subawards: Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 CFR Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

Article XXXVII - Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Recipients must comply with the Build America, Buy America provisions of the Infrastructure Investment and Jobs Act and E.O. 14005. Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

(1) all iron and steel used in the project are produced in the United States-this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

(2) all manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

(3) all construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project. When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. Information on the process for requesting a waiver from these requirements is on the website below.

(a) When the federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:

(1) applying the domestic content procurement preference would be inconsistent with the public interest;

(2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or

(3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov.

The awarding Component may provide specific instructions to Recipients of awards from infrastructure

programs that are subject to the Build America, Buy America provisions. Recipients should refer to the Notice of Funding Opportunity for further information on the Buy America preference and waiver process.

Article XXXVIII - SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article XXXIX - Terrorist Financing

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

Article XL - Trafficking Victims Protection Act of 2000 (TVPA)

Trafficking in Persons: Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. section 7104. The award term is located at 2 CFR section 175.15, the full text of which is incorporated here by reference.

Article XLI - Universal Identifier and System of Award Management

Requirements for System for Award Management and Unique Entity Identifier Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 CFR Part 25, Appendix A, the full text of which is incorporated here by reference.

Article XLII - USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. sections
175-175c.

Article XLIII - Use of DHS Seal, Logo and Flags

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article XLIV - Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409, 41 U.S.C. section 4712, and 10 U.S.C. section 2324, 41 U.S.C. sections 4304 and 4310.

Article XLV - Environmental Planning and Historic Preservation (EHP) Review

DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state and local laws.

DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects

funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. General guidance for FEMA's EHP process is available on the DHS/FEMA Website. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program and applicants should contact their grant Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archaeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Article XLVI - Applicability of DHS Standard Terms and Conditions to Tribes

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to sub-recipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

Article XLVII - Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to: ASK-GMD@fema.dhs.gov if you have any questions.

Article XLVIII - Disposition of Equipment Acquired Under the Federal Award

For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state sub-recipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 CFR section 200.313. State recipients and state sub-recipients must follow the disposition requirements in accordance with state laws and procedures.

Article XLIX - Prior Approval for Modification of Approved Budget

Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 CFR section 200.308.

For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 CFR section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently $250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved.

For purposes of awards that support both construction and non-construction work, FEMA is utilizing its

discretion under 2 CFR section 200.308(h)(5) to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work.

You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article L - Indirect Cost Rate

2 CFR section 200.211(b)(15) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by FEMA and included in the award file.

RESOLUTION NO. 26-169

A RESOLUTION AUTHORIZING ACCEPTANCE OF A WYOMING OFFICE OF HOMELAND SECURITY REGIONAL RESPONSE TEAM TRAINING GRANT IN THE AMOUNT OF $10,300.

WHEREAS, Casper Fire-EMS operates Wyoming Office of Homeland Security Regional Response Team 2, which supports emergency response operations in Natrona, Converse, and Niobrara Counties; and,

WHEREAS, the Wyoming Office of Homeland Security has awarded a Regional Response Team training grant in the amount of Ten Thousand Three Hundred Dollars ($10,300) to provide training for regional partners and familiarize emergency response personnel with the team's equipment, resources, and capabilities; and,

WHEREAS, the grant provides 100% reimbursement for eligible training expenses and requires no local match; and,

WHEREAS, acceptance of the grant will improve coordination and readiness for regional response incidents.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, the *Grant Award Agreement between Wyoming Office of Homeland Security and City of Casper* in the amount of $10,300, and that the City Manager or her designee are authorized to take such actions as are necessary to accept and administer the grant.

PASSED, APPROVED, AND ADOPTED on this 21st day of July, 2026.

APPROVED AS TO FORM:

CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

Amanda Ainsworth
City Clerk

Ray Pacheco
Mayor

July 1, 2026

MEMO TO: Janine Jordan, City Manager

FROM: Jacob Black, Fire Chief
Jason Speiser, Deputy Chief

SUBJECT: Wyoming Office of Homeland Security Regional Response Team Equipment Grant in the Amount of $65,100

Meeting Type & Date
Regular Council Meeting
July 21, 2026

Action Type
Resolution

Recommendation
That Council, by resolution, approve acceptance of a Wyoming Office of Homeland Security Regional Response equipment grant in the amount of $65,100 for the purchase of an XplorIR handheld gas detection device.

Summary
Casper Fire-EMS operates Wyoming Office of Homeland Security Regional Response Team 2, which supports emergency response operations in Natrona, Converse, and Niobrara Counties. The grant will fund the purchase of an XplorIR handheld gas detection device, enhancing the team's ability to rapidly detect, identify, and assess hazardous gases and vapors during emergency response operations.

Financial Considerations
The grant provides 100% reimbursement for the approved equipment purchase. No local match is required.

Council Adopted Goals
☒ Infrastructure
☐ Fiscal Stability
☐ Communication & Public Education

Oversight/Project Responsibility
Jason Speiser, Deputy Chief

Attachments
Grant award agreement

Lynn Budd
Director

Mark Gordon
Governor

June 3, 2026

Dear Jennifer Brust,

This package contains the agreement with the Wyoming Office of Homeland Security (WOHS) for your 2025 SHSP funded project. Please forward these agreement documents to the appropriate officials within your agency for review and signatures.

Also included is a copy of the 2025 SHSP Point of Contact (POC) form. A completed POC form must be signed by the agreement signatory and returned with a copy of the signed agreement.

Your signed agreement and completed POC form must be returned to WOHS by certified mail no later than July 20, 2026. When it is received, the agreement will be executed with Director Budd's signature and an electronic copy will be emailed to you for your records. The original signature document will be retained by WOHS.

Attachment A of the agreement describes the allowable expenses that are supported by your award. The attachment also indicates whether your project requires an approved Environmental & Historic Preservation (EHP) review prior to beginning your project. If an EHP is required, the EHP Screening Form and associated photos should be emailed to darryl.erickson1@wyo.gov. A copy of the EHP Screening Form is available for download from the Resources Tab in your 2025 SHSP ZoomGrants application.

Questions concerning your award, including the EHP requirement, can be directed to Darryl Erickson by email or by calling 307-777-4917.

The deadline to return these documents to WOHS is **July 20, 2026**.

Regards,

Lynn Budd
Director, Wyoming Office of Homeland Security

Wyoming Office of Homeland Security
5500 Bishop Boulevard, Cheyenne, Wyoming 82002
Telephone (307) 777-4900
Fax (307) 635-6017
http://hls.wyo.gov

2025 State Homeland Security Program (SHSP)
GRANT POINT OF CONTACT
INFORMATION FORM

Agency Name:	Casper Fire-EMS Department
Grant Project ID:	25-SHSP-RR2-RR-AET
Mailing Address:	200 N. David Street
City, ST ZIP	Casper, WY 82609

Grant Administrator Name:	Jason Speiser
Title:	Deputy Chief/Regional Response Coordinator
Phone Number:	307-233-6601
Email:	jspeiser@casperwy.gov

(The "Grant Administrator" is the person with your agency who is responsible for the award)

Authorized Point of Contact:	Jennifer Scott
Title:	Grant Administrator
Phone Number:	307-235-8402
Email:	jescott@casperwy.gov

(The "Authorized Point of Contact" is the person WOHS will contact with any award information/issues)

This form must be signed below by the same person who signed the Grant Award Agreement

I certify the following by my signature, under penalty of false swearing pursuant to W.S. 6-5-303: I have read and understood the incorporated references and requirements in the 2023 State Homeland Security Program Grant Award Agreement.

Signature _____ **Date** _____

Printed Name _____ **Title** _____

Please complete and email a signed copy of this form to:

Darryl Erickson, SHSP Grants Specialist
Wyoming Office of Homeland Security
5500 Bishop Boulevard, Cheyenne, WY 82009
darryl.erickson1@wyo.gov

GRANT AWARD AGREEMENT BETWEEN
WYOMING OFFICE OF HOMELAND SECURITY
AND
CITY OF CASPER

Subrecipient Grant Award Agreement for U.S. Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA), Grant Programs Directorate, State Homeland Security Program (SHSP) Grant Fiscal Year 2025

Subrecipient:	**City of Casper**
UEI #	**HXH4C4Y14JR5**
Federal Award Amount:	**$65,100.00**
Period of Performance:	**September 1, 2025 through August 31, 2027**
CFDA #:	**97.067**
DHS Grant Code:	**EMW-2025-SS-05015**
Federal Award Date:	**January 30, 2026**
Project ID:	**25-SHSP-RR2-RR-AET**

1. **Parties.** The parties to this Grant Award Agreement (Agreement) are Wyoming Office of Homeland Security (Agency), whose address is: 5500 Bishop Blvd., Cheyenne, WY 82002, and City of Casper (Subrecipient), whose address is: 200 N David St, Casper, WY 82601.

2. **Purpose of Agreement.** The purpose of this Grant Award Agreement (Agreement) is to set forth the terms and conditions by which the Subrecipient shall support the investment of Addressing Emerging Threats to improve the ability of Regional Emergency Response Team 2 to prevent a threatened or an actual act of terrorism; protect citizens, residents, visitors, and assets against the greatest threats that pose the greatest risk to the security of the United States; mitigate the loss of life and property by lessening the impact of future catastrophic events; respond quickly to save lives, protect property and the environment, and meet basic human needs in the aftermath of a catastrophic incident; and/or recover through a focus on the timely restoration, strengthening, accessibility and revitalization of infrastructure, housing, and a sustainable economy, as well as the health, social, cultural, historic, and environmental fabric of communities affected by a catastrophic incident. The funds used under this Agreement will help prevent terrorism and prepare the nation for the threats and hazards that pose the greatest risk to the security of the United States, therefore, funded investments must have a terrorism-nexus. This award is not for the purposes of Research & Development (R&D) as defined in 2 C.F.R. 200.87.

3. **Funding Authority.** The funds the Agency will distribute to Subrecipient under this Agreement are drawn from grant funds distributed to the State of Wyoming by the Fiscal Year 2025 Homeland Security Grant Program, State Homeland Security Program awarded to the State Of Wyoming. The program is authorized by the *Homeland Security Act of 2002*

(Public Law 107-296), as amended by section 101 of the Implementing Recommendations of the 9/11 Commission Act of 2007 (Public Law 110-53).

4. **Term of Agreement.** This Agreement is effective when all parties have executed it (Effective Date). The Period of Performance of the Agreement is from September 1, 2025 through August 31, 2027. All services shall be completed during the Period of Performance.

This Agreement may be extended by agreement of both parties in writing and subject to the required approvals. There is no right or expectation of extension and any extension will be determined at the discretion of the Agency.

5. **Payment.**

A. The Agency agrees to pay the Subrecipient for the services described in Attachment A, Project Description, which is attached to and incorporated into this Agreement by this reference. Total payment under this Agreement shall not exceed sixty-five thousand one hundred dollars and no cents ($65,100.00). Payment shall be made when services are completed, and within forty-five (45) days after submission of invoice pursuant to Wyo. Stat. § 16-6-602. Subrecipient shall submit invoices in sufficient detail to ensure that payments may be made in conformance with this Agreement. Subrecipient shall submit all invoices within forty-five (45) days after the term of this Agreement.

B. No payment shall be made for work performed outside the Period of Performance of this Agreement. Should the Subrecipient fail to perform in a manner consistent with the terms and conditions set forth in this Agreement, payment under this Agreement may be withheld until such time as the Subrecipient performs its duties and responsibilities to the satisfaction of Agency.

C. **Travel.** The payment of travel expenses shall be allowed as set forth below. Subrecipient is expected to procure the most cost efficient travel arrangements.

(i) Air Travel. The Agency agrees to reimburse the Subrecipient's approved air travel expenses related to the performance of this Agreement. Air travel shall be reimbursed based on actual costs, supported by a copy of the original receipt with the invoice. Subrecipient must select the lowest airfare (fares available in the market at the time of booking, preferably well in advance of trip to attain the lowest possible airfare). Subrecipient shall book economy class fares for all domestic travel. First class bookings are not reimbursable.

(ii) Personal Vehicle. The Agency agrees to reimburse the Subrecipient's approved use of personal vehicle. Mileage shall be reimbursed at the current State rate per mile based on standard map mileage. Fuel will not be reimbursed.

(iii) Car Rental. The Agency agrees to reimburse the Subrecipient's approved car rental expenses related to the performance of this Agreement. Car rental expenses shall be reimbursed at actual costs, supported by a copy of the original receipt with the invoice. Subrecipient must select the lowest rental rates for an appropriate vehicle.

D. **Lodging.** The Agency agrees to reimburse Subrecipient's approved lodging expenses related to the performance of this Agreement. Lodging expenses shall be reimbursed at actual costs, supported by a copy of the original receipt with the invoice. The Subrecipient shall only invoice the Agency for the basic room rate, taxes, and lodging fees. The Agency is not responsible for incidental or miscellaneous expenses charged to the room. Incidental and miscellaneous expenses for which the Agency shall not be responsible include charges such as alcohol, internet, telephone charges, mini-bar, and movies.

E. **Meals.** The Agency agrees to reimburse Subrecipient's approved meal expenses related to the performance of this Agreement. Unless otherwise agreed upon, the Subrecipient shall be reimbursed for meals in accordance with the current U.S. General Services Administration rate per day. This reimbursement amount includes all meal, beverage, and refreshment expenses incurred during the day. Requests for reimbursement shall state the amount allowable for meals and list the actual number of travel days on the invoice.

6. **Responsibilities of Subrecipient.** The Subrecipient agrees to:

A. Complete the project described in Attachment A, Project Description.

B. Comply with terms and conditions as described in Attachment B, Agreement Articles, which is attached to and incorporated into this Agreement by this reference.

C. Comply with the 2025 Homeland Security Grant Program (HSGP) Notice of Funding Opportunity (NOFO) and the Preparedness Grants Manual to implement this Agreement, and agrees that all use of funds under this Agreement will be in accordance with the SHSP NOFO and Preparedness Grants Manual.

D. **THIRA/SPR.** Complete/actively participate in a whole community Threat and Hazard Risk Assessment (THIRA) or Stakeholder Preparedness Report (SPR) update, or both, annually by the deadline, established by the Agency, of each year during the entire term of this Agreement.

E. **NIMS.** Maintain adoption and implementation of the National Incident Management System (NIMS). Subrecipient must use standardized resource management concepts for resource typing, credentialing, and an inventory to facilitate the effective identification, dispatch, deployment, tracking, and recovery of resources. Subrecipient shall update or modify its operational plans, and training and exercise activities, as necessary, to achieve conformance with the National Response Framework and NIMS implementation guidelines.

F. **Point of Contact.** Keep the Agency up-to-date as to the name of the person acting as the primary contact person for this Agreement using the Point of Contact Information Form provided by the Agency, which is incorporated into this Agreement by this reference, including any change of contact person, address, email, or telephone information. Subrecipient's primary contact shall cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this Agreement.

G. **Procurement.** Subrecipient must use its own documented procurement procedures that reflect applicable state, local, territorial, and tribal laws and regulations, provided that the procurements conform to applicable federal law and the standards identified in 2 CFR Part 200. All procurement activity must be conducted in accordance with Federal Procurement Standards 2 CFR Part 200.317-200.327.

H. **Equipment.**

(i) Subrecipient may not use the funding provided under this Agreement to purchase equipment not specifically authorized in the Authorized Equipment List (AEL), which is incorporated into this Agreement by this reference, unless the proposed acquisition is reviewed by the Agency and approved by the U.S. Department of Homeland Security in writing prior to purchase.

(ii) Subrecipient shall ensure all equipment purchased with funds provided under this Agreement is maintained and available for response to terrorist incidents. Subrecipient agrees that, when practicable, any equipment or supplies purchased with grant funding shall be prominently marked as follows: "Purchased with funds provided by the U.S. Department of Homeland Security and administered by the Wyoming Office of Homeland Security."

(iii) Subrecipient shall maintain property records for all equipment purchased with HSGP funds in accordance with 2 CFR 200.313 (d)(1-5) to include: a description of the property, a serial number or other identification number, the source of funding for the property (including the FAIN), who holds the title, the acquisition date, and cost of the property, percentage of federal participation in the project costs for the federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property. Subrecipient shall provide Agency with updated property records during the close-out of this Agreement.

I. **Training and Exercise.** Training conducted using HSGP funds should address a performance gap identified through an Integrated Preparedness Plan, THIRA/SPR process, or other assessment and contribute to building a capability that will be

evaluated through a formal exercise. Exercises conducted with this Agreement should be managed and conducted consistent with Homeland Security Exercise and Evaluation Program (HSEEP).

J. Closeout.

(i) Subrecipient shall submit a final project and financial report to the Agency within forty-five (45) days after the termination of this Agreement. The final report must include project description detailing accomplishments, qualitative summary of the impact of those accomplishments, financial summary, as well as other documents required by program guidance or terms and conditions of the award, to include updated property records. Failure to provide a final report may jeopardize future funding.

(ii) Subrecipient must maintain and retain the following: backup documentation such as bids and quotes, cost/price analyses on file for review, other documents required by federal regulations applicable at the time funds are granted. Subrecipient shall keep detailed records of all transactions involving this Agreement including but not limited to: specifications, solicitations, competitive quotes or proposals, basis for selection decisions, purchase orders, contracts, invoices, and cancelled checks. Failure to fully document all purchases may result in Agency questioning and subsequently disallowing Subrecipient's expenditures. Subrecipient must maintain its records for three (3) years after the close of the underlying federal award.

7. Responsibilities of Agency. The Agency agrees to:

A. Pay Subrecipient in accordance with Section 5 above.

B. Be available to provide necessary and feasible technical advice as requested by Subrecipient.

C. Notify Subrecipient of information and updates received from FEMA or other federal agencies, which may affect or otherwise restrict the availability of funds awarded to Subrecipient herein.

8. Special Provisions.

A. Assumption of Risk. The Subrecipient shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to the Subrecipient's failure to comply with state or federal requirements. The Agency shall notify the Subrecipient of any state or federal determination of noncompliance.

B. Environmental Policy Acts. Subrecipient agrees all activities under this Agreement will comply with the Clean Air Act, the Clean Water Act, the National Environmental Policy Act, and other related provisions of federal environmental

protection laws, rules or regulations.

C. **Human Trafficking.** As required by 22 U.S.C. § 7104(g) and 2 CFR Part 175, this Agreement may be terminated without penalty if a private entity that receives funds under this Agreement:

(i) Engages in severe forms of trafficking in persons during the period of time that the award is in effect;

(ii) Procures a commercial sex act during the period of time that the award is in effect; or

(iii) Uses forced labor in the performance of the award or subawards under the award.

D. **Kickbacks.** Subrecipient certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Agreement. If Subrecipient breaches or violates this warranty, Agency may, at its discretion, terminate this Agreement without liability to Agency, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.

E. **Limitations on Lobbying Activities.** By signing this Agreement, Subrecipient certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by Subrecipient or its sub-subrecipients in connection with lobbying member(s) of Congress, or any federal agency in connection with the award of a federal grant, Agreement, cooperative agreement, or loan.

F. **Monitoring Activities.** Agency shall have the right to monitor all activities related to this Agreement that are performed by Subrecipient or its sub-subrecipients. This shall include, but not be limited to, the right to make site inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this Agreement; and to observe personnel in every phase of performance of Agreement related work.

G. **Nondiscrimination.** The Subrecipient shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Agreement.

H. **No Finder's Fees.** No finder's fee, employment agency fee, or other such fee

related to the procurement of this Agreement, shall be paid by either party.

I. **Publicity.** Any publicity given to the projects, programs, or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices in whatever form, prepared by or for the Subrecipient and related to the services and work to be performed under this Agreement, shall identify the Agency as the sponsoring agency and shall not be released without prior written approval of Agency.

J. **Suspension and Debarment.** By signing this Agreement, Subrecipient certifies that neither it nor its principals/agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction or from receiving federal financial or nonfinancial assistance, nor are any of the participants involved in the execution of this Agreement suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension), or 2 CFR Part 180, or are on the debarred, or otherwise ineligible, vendors lists maintained by the federal government. Further, Subrecipient agrees to notify Agency by certified mail should it or any of its principals/agents become ineligible for payment, debarred, suspended, or voluntarily excluded from receiving federal funds during the term of this Agreement.

K. **Administration of Federal Funds.** Subrecipient agrees its use of the funds awarded herein is subject to the Uniform Administrative Requirements of 2 CFR Part 200, *et seq.*; any additional requirements set forth by the federal funding agency; all applicable regulations published in the Code of Federal Regulations; and other program guidance as provided to it by Agency.

L. **Copyright License and Patent Rights.** Subrecipient acknowledges that federal grantor, the State of Wyoming, and Agency reserve a royalty-free, nonexclusive, unlimited, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal and state government purposes: (1) the copyright in any work developed under this Agreement; and (2) any rights of copyright to which Subrecipient purchases ownership using funds awarded under this Agreement. Subrecipient must consult with Agency regarding any patent rights that arise from, or are purchased with, funds awarded under this Agreement.

M. **Federal Audit Requirements.** Subrecipient agrees that if it expends an aggregate amount in excess of the amount set forth in 2 CFR Part 200, Subpart F in federal funds during its fiscal year, it must undergo an organization-wide financial and compliance single audit. Subrecipient agrees to comply with the audit requirements of the U.S. General Accounting Office Government Auditing Standards and Audit Requirements of 2 CFR Part 200, Subpart F. If findings are made which cover any part of this Agreement, Subrecipient shall provide one (1) copy of the audit report to Agency and require the release of the audit report by its auditor be held until adjusting entries are disclosed and made to Agency's records.

N. **Non-Supplanting Certification.** Subrecipient hereby affirms that federal grant

funds shall be used to supplement existing funds, and shall not replace (supplant) funds that have been appropriated for the same purpose. Subrecipient should be able to document that any reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds under this Agreement.

O. **Program Income.** Subrecipient shall not deposit grant funds in an interest bearing account without prior approval of Agency. Any income attributable to the grant funds distributed under this Agreement must be used to increase the scope of the program or returned to Agency.

P. **Applicability of Appendix II to 2 CFR Part 200.** This Agreement has been funded, in whole or in part, with an Award of Federal funds and is bound by the federal contract provisions required by the Uniform Guidance Appendix II of 2 CFR Part 200 (the Federal Contract Provisions), incorporated herein by this reference. In the event of a conflict between the Special Provisions section of this Agreement, or any attachments or exhibits incorporated herein, and the Federal Contract Provisions, the Federal Contract Provisions shall control. Failure to comply with the Federal Contract Provisions shall constitute an event of default under this Agreement. If such a default remains uncured five (5) calendar days following the termination of a thirty (30) day prior written notice period, the Agency may terminate this Agreement. This remedy will be in addition to any other remedy available to the State of Wyoming and the Agency under this Agreement, at law, or in equity.

9. **General Provisions.**

A. **Amendments.** Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by the parties to this Agreement shall be incorporated by written instrument, executed by all parties to this Agreement.

B. **Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder," "herein," and words of similar import, are intended to refer to this Agreement as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.

C. **Assignment Prohibited and Agreement Shall Not be Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Agreement without the prior written consent of the other party. The Subrecipient shall not use this Agreement, or any portion thereof, for collateral for any financial obligation without the prior written permission of the Agency.

D. **Audit and Access to Records.** The Agency and its representatives shall have access to any books, documents, papers, electronic data, and records of the Subrecipient which are pertinent to this Agreement. The Subrecipient shall

immediately, upon receiving written instruction from the Agency, provide to any independent auditor or accountant all books, documents, papers, electronic data, and records of the Subrecipient which are pertinent to this Agreement. The Subrecipient shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the Agency.

E. **Availability of Funds.** Each payment obligation of the Agency is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Agreement, the Agreement may be terminated by the Agency at the end of the period for which the funds are available. The Agency shall notify the Subrecipient at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Agency in the event this provision is exercised, and the Agency shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

F. **Award of Related Agreements.** The Agency may award supplemental or successor agreements for work related to this Agreement or may award agreements to other subrecipients for work related to this Agreement. The Subrecipient shall cooperate fully with other subrecipients and the Agency in all such cases.

G. **Compliance with Laws.** The Subrecipient shall keep informed of and comply with all applicable federal, state, and local laws and regulations, and all federal grant requirements and executive orders in the performance of this Agreement.

H. **Confidentiality of Information.** Except when disclosure is required by the Wyoming Public Records Act or court order, all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Subrecipient in the performance of this Agreement shall be kept confidential by the Subrecipient unless written permission is granted by the Agency for its release. If and when Subrecipient receives a request for information subject to this Agreement, Subrecipient shall notify Agency within ten (10) days of such request and shall not release such information to a third party unless directed to do so by Agency.

I. **Entirety of Agreement.** This Agreement, consisting of thirteen (13) pages; Attachment A, Project Description, consisting of one (1) page; and Attachment B, Agreement Articles, consisting of sixteen (16) pages; and the Federal Contract Provisions, represent the entire and integrated Agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Agreement and the language of any attachment or document incorporated by reference, the language of this Agreement shall control.

J. **Ethics.** Subrecipient shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*) and any and all ethical standards governing Subrecipient's profession.

K. **Extensions.** Nothing in this Agreement shall be interpreted or deemed to create an expectation that this Agreement will be extended beyond the term described herein. Any extension of this Agreement shall be initiated by the Agency and shall be accomplished through a written amendment between the parties entered into before the expiration of the original Agreement or any valid amendment thereto, and shall be effective only after it is reduced to writing and executed by all parties to the Agreement.

L. **Force Majeure.** Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.

M. **Indemnification.** Each party to this Agreement shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.

N. **Independent Contractor.** The Subrecipient shall function as an independent contractor for the purposes of this Agreement and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Agreement, the Subrecipient shall be free from control or direction over the details of the performance of services under this Agreement. The Subrecipient shall assume sole responsibility for any debts or liabilities that may be incurred by the Subrecipient in fulfilling the terms of this Agreement and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Agreement. Nothing in this Agreement shall be interpreted as authorizing the Subrecipient or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Agency or to incur any obligation of any kind on behalf of the State of Wyoming or the Agency. The Subrecipient agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance, or similar benefits available to State of Wyoming employees will inure to the benefit of the Subrecipient or the Subrecipient's agents or employees as a result of this Agreement.

O. **Notices.** All notices arising out of, or from, the provisions of this Agreement shall be in writing either by regular mail or delivery in person at the addresses provided under this Agreement.

Contact for the Agency:
Ashley Paulsrud
Grants/Finance Section Chief
5500 Bishop Boulevard
Cheyenne, Wyoming 82009
307-777-4907
Ashley.paulsrud@wyo.gov

With a copy to:
Lynn Budd (Awarding Official)
Director, Wyoming Office of Homeland Security
5500 Bishop Boulevard
Cheyenne, Wyoming 82009
307-777-8511
Lynn.budd@wyo.gov

P. **Ownership and Return of Documents and Information.** Agency is the official custodian and owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Subrecipient in the performance of this Agreement. Upon termination of services, for any reason, Subrecipient agrees to return all such original and derivative information and documents to the Agency in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers.

Q. **Patent or Copyright Protection.** The Subrecipient recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license, or other similar restrictions, and warrants that no work performed by the Subrecipient or its sub-subrecipients will violate any such restriction. The Subrecipient shall defend and indemnify the Agency for any infringement or alleged infringement of such patent, trademark, copyright, license, or other restrictions.

R. **Prior Approval.** This Agreement shall not be binding upon either party and the Wyoming State Auditor shall not draw warrants for payment, until this Agreement has been fully executed, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-3204(b)(iv).

S. **Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.

T. **Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and Agency expressly reserve sovereign immunity by entering into this Agreement and the Subrecipient expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available

to them as sovereigns or governmental entities pursuant to Wyo. Stat. § 1-39-101, *et seq.*, and all other applicable law. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.

U. **Taxes.** The Subrecipient shall pay all taxes and other such amounts required by federal, state, and local law, including, but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.

V. **Termination of Agreement.** This Agreement may be terminated, without cause, by the Agency upon thirty (30) days written notice. This Agreement may be terminated by the Agency immediately for cause if the Subrecipient fails to perform in accordance with the terms of this Agreement.

W. **Third-Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.

X. **Time is of the Essence.** Time is of the essence in all provisions of this Agreement.

Y. **Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Agreement.

Z. **Waiver.** The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.

AA. **Counterparts.** This Agreement may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Agreement. Delivery by the Subrecipient of an originally signed counterpart of this Agreement by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the Agency.

10. **Signatures.** The parties to this Agreement, either personally or through their duly authorized representatives, have executed this Agreement on the dates set out below, and

certify that they have read, understood, and agreed to the terms and conditions of this Agreement.

The Effective Date of this Agreement is the date of the signature last affixed to this page.

AGENCY:
Wyoming Office of Homeland Security

Lynn Budd, Director — Date

SUBRECIPIENT:
City of Casper

Subrecipient Designee Signature — Date

Printed Name and Title of Designee

SUBRECIPIENT ATTORNEY: APPROVAL AS TO FORM

Attorney — Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

Jodi A. Darrough #254558 — 4-9-26

Jodi A. Darrough, Senior Assistant Attorney General — Date

ATTACHMENT A: Project Description

Subrecipient: City of Casper
Project ID: 25-SHSP-RR2-RR-AET

The following submitted project(s) have been approved for the Federal Fiscal Year 2025 U.S. Department of Homeland Security State Homeland Security Program Grant. Only expenditures within the scope of the below projects will be reimbursed by the Wyoming Office of Homeland Security. Any changes to the scope of work must be approved through the Wyoming Office of Homeland Security prior to implementation.

REMINDER: Fuel, oil and routine maintenance charges are **NOT** covered under this grant.

Description	Amount
Eligible expenses as follows: Purchase of ExplorIR Gas Detector and software.	$65,100.00

For questions regarding individual project eligibility, the scope of an approved project, or the 2025 SHSP grant, please contact:

Darryl Erickson, Grant Program Manager
Wyoming Office of Homeland Security
307-777-4917

Ashley Paulsrud, Grants/Finance Section Chief
Wyoming Office of Homeland Security
307-777-4907

ATTACHMENT B: Agreement Articles

State Homeland Security Program

GRANTEE: **Wyoming Office of Homeland Security**
PROGRAM: **Homeland Security Grant Program**
FEDERAL AWARD: **EMW-2025-SS-05015**

Article 1 - Assurance, Administrative Requirements, Cost Principles, Representations, and Certifications

Recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non- Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances, as instructed.

Article 2 - General Acknowledgements and Assurances

Recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in effect as of the federal award date and located in Title 2, Code of Federal Regulations, Part 200 and adopted by DHS at 2 C.F.R. § 3002.10. All recipients and subrecipients must acknowledge and agree to provide DHS access to records, accounts, documents, information, facilities, and staff pursuant to 2 C.F.R. § 200.337. I. Recipients must cooperate with any DHS compliance reviews or compliance investigations. II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal award and permit access to facilities and personnel. III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements required by law, federal regulation, Notice of Funding Opportunity, federal award specific terms and conditions, and/or DHS Component program guidance. Organization costs related to data and evaluation are allowable. The definition of data and evaluation costs is in 2 C.F.R. § 200.455(c), the full text of which is incorporated by reference. V. Recipients must complete DHS Form 3095within 60 days of receipt of the Notice of Award for the first award under which this term applies. For further instructions and to access the form, please visit:https://www.dhs.gov/civil-rightsresources-recipients-dhs-financial-assistance.

Article 3 - Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal award funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal award funds.

Article 4 - Activities Conducted Abroad

Recipients must coordinate with appropriate government authorities when performing project activities outside the United States obtain all appropriate licenses, permits, or approvals.

Article 5 - Age Discrimination Act of 1975

Recipients must comply with the requirements of the Age Discrimination Act of1975, Pub. L. No. 94-135 (codified as amended at Title 42, U.S. Code § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article 6 - Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article 7 - Best Practices for Collection and Use of Personally Identifiable Information

(1) Recipients who collect personally identifiable information (PII) as part of carrying out the scope of work under a federal award are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. (2) Definition. DHS defines "PII" as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

Article 8 - CHIPS and Science Act of 2022, Public Law 117-167 CHIPS

(1) Recipients of DHS research and development (R&D) awards must report to the DHS Component research program office any finding or determination of sex based and sexual harassment and/or an administrative or disciplinary action taken against principal investigators or co-investigators to be completed by an authorized organizational representative (AOR) at the recipient institution. (2) Notification. An AOR must disclose the following information to agencies within 10 days of the date/the finding is made, or 10 days from when a recipient imposes an administrative action on the reported individual, whichever is sooner. Reports should include: (a) Award number, (b) Name of PI or Co-PI being reported, (c)Awardee name, (d) Awardee address, (e) AOR name, title, phone, and email address, (f) Indication of the report type: (i) Finding or determination has been made that the reported individual violated awardee policies or codes of conduct, statutes, or regulations related to sexual harassment, sexual assault, or other forms of harassment, including the date that the finding was made. (ii) Imposition of an administrative or disciplinary action by the recipient on the reporting individual related to a finding/determination or an investigation of an alleged violation of recipient policy or codes of conduct, statutes, or regulations, or other forms of harassment. (iii) The date and nature of the administrative/disciplinary action, including a basic explanation or description of the event, which should not disclose personally identifiable information regarding any complaints or individuals involved. Any description provided must be consistent with the Family Educational Rights in Privacy Act. (3) Definitions. (a) An "authorized organizational representative (AOR)" is an administrative official who, on behalf of the proposing institution, is empowered to make certifications and representations and can commit the institution to the conduct of a project that an agency is being asked to support as well as adhere to various agency policies and award requirements. (b) "Principal investigators and co-principal investigators" are award personnel supported by a grant, cooperative agreement, or contract under Federal law. (c) A "reported individual" refers to recipient personnel who have been reported to a federal agency

for potential sexual harassment violations. (d) "Sex based harassment" means a form of sex discrimination and includes harassment based on sex, sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation, and gender identity. (e) "Sexual harassment" means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of asexual nature when this conduct explicitly or implicitly affects an individual's employment, unreasonably interferes with an individual's work performance, or creates an intimidating, hostile, or offensive work environment, whether such activity is carried out by a supervisor or by a co-worker, volunteer, or contractor.

Article 9 - Civil Rights Act of 1964 – Title VI

Recipients must comply with the requirements of Title VI of the Civil Rights Act of1964, Pub. L. No. 88-352 (codified as amended at 42 U.S.C. § 2000d et seq.),which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6C.F.R. Part 21. Recipients of a federal award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 7.

Article 10 - Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No.90284 (codified as amended at 42 U.S.C. § 3601 et seq.) which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection. Therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex, as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article 11 - Communication and Cooperation with the Department of Homeland Security and Immigration Officials

(1) All recipients and other recipients of funds under this award must agree that they will comply with the following requirements related to coordination and cooperation with the Department of Homeland Security and immigration officials:(a) They must comply with the requirements of 8 U.S.C. §§ 1373 and 1644. These statutes prohibit restrictions on information sharing by state and local government entities with DHS regarding the citizenship or immigration status, lawful or unlawful, of any individual. Additionally, 8 U.S.C. § 1373 prohibits any person or agency from prohibiting, or in any way restricting, a Federal, State, or local government entity from doing any of the following with respect to information regarding the immigration status of any individual: 1) sending such information to, or requesting or receiving such information from, Federal immigration officials; 2) maintaining such information; or 3) exchanging such information with any other Federal, State, or local government entity; (b) They must comply with other relevant laws related to immigration, including prohibitions on encouraging or inducing an alien to come to, enter, or reside in the United States in violation of law, 8 U.S.C. § 1324(a)(1)(A)(iv), prohibitions on transporting or moving illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(ii), prohibitions on harboring, concealing, or shielding from detection illegal aliens, 8U.S.C. § 1324(a)(1)(A)(iii), and any applicable conspiracy, aiding or abetting, or attempt liability regarding these statutes; (c) That they will honor requests for cooperation, such as participation in joint operations,

sharing of information, or requests for short term detention of an alien pursuant to a valid detainer. A jurisdiction does not fail to comply with this requirement merely because it lacks the necessary resources to assist in a particular instance; (d) That they will provide access to detainees, such as when an immigration officer seeks to interview a person who might be a removable alien; and (e) That they will not leak or otherwise publicize the existence of an immigration enforcement operation. (2) The recipient must certify under penalty of perjury pursuant to 28 U.S.C. § 1746 and using a form that is acceptable to DHS, that it will comply with the requirements of this term. Additionally, the recipient agrees that it will require any subrecipients or contractors to certify in the same manner that they will comply with this term prior to providing them with any funding under this award. (3) The recipient agrees that compliance with this term is material to the Government's decision to make or continue with this award and that the Department of homeland Security may terminate this grant, or take any other allowable enforcement action, if the recipient fails to comply with this term.

Article 12 - Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 to any work first produced under federal awards and also include an acknowledgement that the work was produced under a federal award (including the federal award number and federal awarding agency). As detailed in 2 C.F.R. §200.315, a federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and to authorize others to do so.

Article 13 - Debarment and Suspension

Recipients must comply with the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689 set forth at 2 C.F.R. Part 180 as implemented by DHS at 2 C.F.R. Part 3000. These regulations prohibit recipients from entering into covered transactions (such as subawards and contracts) with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article 14 - Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government- wide implementation (2 C.F.R. Part 182) of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).

Article 15 - Duplicative Costs

Recipients are prohibited from charging any cost to this federal award that will be included as a cost or used to meet cost sharing requirements of any other federal award in either the current or a prior budget period. See 2 C.F.R. § 200.403(f).However, recipients may shift costs that are allowable under two or more federal awards where otherwise permitted by federal statutes, regulations, or the federal award terms and conditions.

Article 16 - Education Amendments of 1972 (Equal Opportunity in Education Act) –Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (codified as amended at 20 U.S.C. §1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17.Recipients of a federal award

from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part19.

Article 17 - Energy Policy and Conservation Act

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. §6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article 18 - Equal Treatment of Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article 19 - Anti-Discrimination

Recipients must comply with all applicable Federal anti-discrimination laws material to the government's payment decisions for purposes of 31 U.S.C. § 372(b)(4). (1) Definitions. As used in this clause – (a) DEI means "diversity, equity, and inclusion." (b) DEIA means "diversity, equity, inclusion, and accessibility." (c)Discriminatory equity ideology has the meaning set forth in Section 2(b) of Executive Order 14190 of January 29, 2025. (d) Federal anti-discrimination laws mean Federal civil rights law that protect individual Americans from discrimination on the basis of race, color, sex, religion, and national origin. (e) Illegal immigrant means any alien, as defined in 8 U.S.C. § 1101(a)(3), who has no lawful immigration status in the United States.(2) Grant award certification. (a) By accepting the grant award, recipients are certifying that: (i) They do not, and will not during the term of this financial assistance award, operate any programs that advance or promote DEI, DEIA, or discriminatory equity ideology in violation of Federal anti-discrimination laws; and (ii) They do not engage in and will not during the term of this award engage in, a discriminatory prohibited boycott. (iii) They do not, and will not during the term of this award, operate any program that benefits illegal immigrants or incentivizes illegal immigration. (3) DHS reserves the right to suspend payments in whole or in part and/or terminate financial assistance awards if the Secretary of Homeland Security or her designee determines that the recipient has violated any provision of subsection (2). (4) Upon suspension or termination under subsection (3), all funds received by the recipient shall be deemed to be in excess of the amount that the recipient is determined to be entitled to under the Federal award for purposes of 2 C.F.R. § 200.346. As such, all amounts received will constitute a debt to the Federal Government that may be pursued to the maximum extent permitted by law.

Article 20 - False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C.§§ 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)

Article 21 - Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

Article 22 - Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving recipient-owned, recipient-rented, or privately owned vehicles when on official government business or when performing any work for or on behalf of the Federal Government. Recipients are also encouraged to conduct the initiatives of the type described in Section 3(a) of Executive Order 13513.

Article 23 - Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (a list of certified air carriers can be found at: Certificated Air Carriers List | US Department of Transportation, https://www.transportation.gov/policy/aviation-policy/certificated-aircarriers-list)for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article 24 - Hotel and Motel Fire Safety Act of 1990

Recipients must ensure that all conference, meeting, convention, or training space funded entirely or in part by federal award funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990,15 U.S.C. § 2225a.

Article 25 - John S. McCain National Defense Authorization Act of Fiscal Year 2019

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R.§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. The statute –as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

Article 26 - Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Recipients must comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: https://www.dhs.gov/guidance-published-help-department-supported-organizationsprovide-meaningful-access-people-limited and additional resources on http://www.lep.gov.

Article 27 - Lobbying Prohibitions

Recipients must comply with 31 U.S.C. § 1352 and 6 C.F.R. Part 9, which provide that none of the funds provided under a federal award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee

of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification. Per 6 C.F.R. Part 9, recipients must file a lobbying certification form as described in Appendix A to 6 C.F.R. Part 9 or available on Grants.gov as the Grants.gov Lobbying Form and file a lobbying disclosure form as described in Appendix B to 6 C.F.R. Part 9 or available onGrants.gov as the Disclosure of Lobbying Activities (SF-LLL).

Article 28 - National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321et seq.) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article 29 - National Security Presidential Memorandum-33 (NSPM-33) and provisions of the CHIPS and Science Act of 2022, Pub. L. 117-167, Section 10254

(1) Recipient research institutions ("covered institutions") must comply with the requirements in NSPM-33 and provisions of Pub. L.117-167, Section 10254(codified at 42 U.S.C. § 18951) certifying that the institution has established and operates a research security program that includes elements relating to: (a)cybersecurity; (b) foreign travel security; (c) research security training; and (d)export control training, as appropriate. (2) Definition. "Covered institutions" means recipient research institutions receiving federal Research and Development (R&D) science and engineering support "in excess of $50 million per year."

Article 30 - Non-Supplanting Requirement

Recipients of federal awards under programs that prohibit supplanting by law must ensure that federal funds supplement but do not supplant non-federal funds that, in the absence of such federal funds, would otherwise have been made available for the same purpose.

Article 31 - Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, scope of work, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this federal award are incorporated by reference. All recipients must comply with any such requirements set forth in the NOFO. If a condition of the NOFO is inconsistent with these terms and conditions and any such terms of the federal award, the condition in the NOFO shall be invalid to the extent of the inconsistency. The remainder of that condition and all other conditions set forth in the NOFO shall remain in effect.

Article 32 - Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq. and applicable regulations governing inventions and patents, including the regulations issued by the Department of Commerce at 37 C.F.R. Part

401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Awards, Contracts, and Cooperative Agreements) and the standard patent rights clause set forth at 37 C.F.R. § 401.14.

Article 33 - Presidential Executive Orders

Recipients must comply with the requirements of Presidential Executive Orders related to grants (also known as federal assistance and financial assistance), the full text of which are incorporated by reference.

Article 34 - Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962) and 2 C.F.R. § 200.323. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article 35 - Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (codified as amended at 29 U.S.C. § 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article 36 - Reporting Recipient Integrity and Performance Matters

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds $10,000,000for any period of time during the period of performance of the federal award, then the recipient must comply with the requirements set forth in the government-wide federal award term and condition for Recipient Integrity and Performance Matters is in 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated by reference.

Article 37 - Reporting Subawards and Executive Compensation

For federal awards that total or exceed $30,000, recipients are required to comply with the requirements set forth in the government-wide federal award term and condition on Reporting Subawards and Executive Compensation set forth at 2C.F.R. Part 170, Appendix A, the full text of which is incorporated by reference.

Article 38 - Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

(1) Recipients of a federal award from a financial assistance program that provides funding for infrastructure are hereby notified that none of the funds provided under this federal award may be used for a project for infrastructure unless: (a) all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (b) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the

cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and (c) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. (2) The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project. (3) Waivers When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements. (a) When the Federal agency has determined that one of the following exceptions applies, the federal awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that: (i) applying the domestic content procurement preference would be inconsistent with the public interest; (ii) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or (iii) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent. (b) A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office. (c) There may be instances where a federal award qualifies, in whole or in part, for an existing waiver described at "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov.(4) Definitions. The definitions applicable to this term are set forth at 2 C.F.R. §184.3, the full text of which is incorporated by reference.

Article 39 - SAFECOM

Recipients receiving federal awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. The SAFECOM Guidance is updated annually and can be found at Funding and Sustainment | CISA.

Article 40 - Subrecipient Monitoring and Management

Pass-through entities must comply with the requirements for subrecipient monitoring and management as set forth in 2 C.F.R. §§ 200.331-333.

Article 41 - System for Award Management and Unique Entity Identifier Requirements

Recipients are required to comply with the requirements set forth in the government wide federal award term and condition regarding the System for Award Management and Unique Entity Identifier Requirements in 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated reference.

Article 42 - Termination of a Federal Award

(1) By DHS. DHS may terminate a federal award, in whole or in part, for the following reasons: (a) If the recipient fails to comply with the terms and conditions of the federal award; (b) With the consent of the recipient, in which case the parties must agree upon the termination conditions, including the effective date, and in the case of partial termination, the portion to be terminated; or (c) Pursuant to the terms and conditions of the federal award, including, to the extent authorized by law, if the federal award no longer effectuates the program goals or agency priorities. (3) By the Recipient. The recipient may terminate the federal award, in whole or in part, by sending written notification to DHS stating the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if DHS determines that the remaining portion of the federal award will not accomplish the purposes for which the federal award was made, DHS may terminate the federal award in its entirety. (4) Notice. Either party will provide written notice of intent to terminate for any reason to the other party no less than 30 calendar days prior to the effective date of the termination. (5) Compliance with Closeout Requirements for Terminated Awards. The recipient must continue to comply with closeout requirements in 2 C.F.R. §§ 200.344 200.345 after an award is terminated.

Article 43 - Terrorist Financing

Recipients must comply with Executive Order 13224 and applicable statutory prohibitions on transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible for ensuring compliance with the Executive Order and laws.

Article 44 - Trafficking Victims Protection Act of 2000(TVPA)

Recipients must comply with the requirements of the government-wide federal award term and condition which implements Trafficking Victims Protection Act of2000, Pub. L. No. 106-386, § 106 (codified as amended at 22 U.S.C. § 7104). The federal award term and condition is in 2 C.F.R. § 175.105, the full text of which is incorporated by reference.

Article 45 - Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT) Act of 2001, Pub. L. 107-56

Recipients must comply with the requirements of Pub. L. 107-56, Section 817 of the USA PATRIOT Act, which amends 18 U.S.C. §§ 175–175c.

Article 46 - Use of DHS Seal, Logo and Flags

Recipients must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.

Article 47 - Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections in 10 U.S.C § 470141 U.S.C. § 4712.

Article 48 - Environmental Planning and Historic Preservation (EHP) Review

DHS/FEMA funded activities that could have an impact on the environment are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state, and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by

DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; Endangered Species Act; National Historic Preservation Act of 1966, as amended; Clean Water Act; Clean Air Act; National Flood Insurance Program regulations; and any other applicable laws, regulations and executive orders. General guidance for FEMA's EHP process is available on the DHS/FEMA Website. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program. Applicants should contact their grant Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The FEMA EHP review process must be completed before funds are released to carry out the proposed project, otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies. DHS/FEMA may also need to perform a project closeout review to ensure the applicant complied with all required EHP conditions identified in the initial review. If ground disturbing activities occur during construction, the applicant will monitor the ground disturbance, and if any potential archaeological resources are discovered, the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA. EO 11988, Floodplain Management, and EO 11990, Protection of Wetlands, require that all federal actions in or affecting the floodplain or wetlands be reviewed for opportunities to relocate, and be evaluated for social, economic, historical, environmental, legal, and safety considerations. FEMA's regulations at44 C.F.R. Part 9 implement the EOs and require an eight-step review process if a proposed action is in a floodplain or wetland or has the potential to affect or be affected by a floodplain or wetland. The regulation also requires that the federal agency provide public notice of the proposed action at the earliest possible time to provide the opportunity for public involvement in the decision-making process (44C.F.R. § 9.8). Where there is no opportunity to relocate the federal action, FEMA is required to undertake a detailed review to determine what measures can be taken to minimize future damages to the floodplain or wetland.

Article 49 - Applicability of DHS Standard Terms and Conditions to Tribal Nations

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to sub-recipients as a matter of law, regulation, or executive order. If the requirement does not apply to Tribal Nations, or there is a federal law or regulation exempting its application to Tribal Nations, then the acceptance by Tribal Nations, or acquiescence to DHS Standard Terms and Conditions does not change or alter its inapplicability to a Tribal Nation. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribal Nations where it does not already exist.

Article 50 - Acceptance of Post Award Changes

In the event FEMA determines that an error in the award package has been made, or if an administrative change must be made to the award package, recipients will be notified of the change in writing. Once the notification has been made, any subsequent requests for funds will indicate recipient acceptance of the changes to the award. Please email FEMA Grant Management Operations at: ASK-GMD@fema.dhs.gov for any questions.

Article 51 - Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, the non-state recipient or subrecipient (including subrecipients of a State or Tribal Nation), must request instructions from FEMA to make proper disposition of the equipment pursuant to 2C.F.R. section 200.313(e). State recipients must follow the disposition requirements in accordance with State laws and

procedures. 2 C.F.R. section 200.313(b). Tribal Nations must follow the disposition requirements in accordance with Tribal laws and procedures noted in 2 C.F.R. section 200.313(b); and if such laws and procedures do not exist, then Tribal Nations must follow the disposition instructions in 2 C.F.R. section 200.313(e).

Article 52 - Prior Approval for Modification of Approved Budget

Before making any change to the FEMA approved budget for this award, a written request must be submitted and approved by FEMA as required by 2 C.F.R. section200.308. For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(i) regarding the transfer of funds among direct cost categories, programs, functions, or activities. For awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently $250,000) and where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved, transferring funds among direct cost categories, programs, functions, or activities is unallowable without prior written approval from FEMA. For purposes of awards that support both construction and non-construction work, 2 C.F.R. section 200.308((f)(9) requires the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work. Any deviations from a FEMA approved budget must be reported in the first Federal Financial Report (SF-425) that is submitted following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article 53 - Indirect Cost Rate

2 C.F.R. section 200.211(b) (16) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for the award is stated in the budget documents or other materials approved by FEMA and included in the award file.

Article 54 - Build America, Buy America Act (BABAA) Required Contract Provision &Self-Certification

In addition to the DHS Standard Terms & Conditions regarding Required Use of American Iron, Steel, Manufactured Products, and Construction Materials, recipients and subrecipients of FEMA financial assistance for programs that are subject to BABAA must include a Buy America preference contract provision as noted in 2 C.F.R. section 184.4 and a self-certification as required by the FEMA Buy America Preference in FEMA Financial Assistance Programs for Infrastructure(FEMA Interim Policy #207-22-0001). This requirement applies to all subawards, contracts, and purchase orders for work performed, or products supplied under the FEMA award subject to BABAA.

Article 55 - Summary Description of Award and Subprograms

The purpose of the FY 2025 HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. Among the five basic homeland security missions noted in the DHS Quadrennial Homeland Security Review, HSGP supports the goal to Strengthen National Preparedness and Resilience. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community.

This HSGP award consists of State Homeland Security Program (SHSP) funding in the amount of $6,000,628. This grant program funds a range of activities, including planning, organization, equipment purchase, training, exercises, and management and administration across all core capabilities and mission areas.

Article 56 - HSGP Performance Goal

In addition to the Biannual Strategy Implementation Report (BSIR) submission requirements outlined in the Preparedness Grants Manual, recipients must demonstrate how the grant-funded project addressed the core capability gap associated with this project and identified in the Threat and Hazard Identification and Risk Analysis (THIRA) or Stakeholder Preparedness Review (SPR) or sustains existing capabilities as applicable. The capability gap reduction must be addressed in the Project Description of the BSIR for each project.

Article 57 - Period of Performance and Budget Period

Rescinded by Article 65.

Article 58 - Non-Applicability of Specific Agreement Articles

Notwithstanding its inclusion in this award package, the following Agreement Article does not apply to this grant award: 1. Termination of a Federal Award. This provision is consistent with any terms of the Notice of Funding Opportunity that state Paragraph C.XL (Termination of a Federal Award) of the FY 2025 DHS Standard Terms and Conditions does not apply to this award. Refer to the Notice of Funding Opportunity for the terms governing award termination.

Article 59 - State Homeland Security Program: Compliance with Federal Immigration Law

The following term applies to State Homeland Security Program funding under this award: 1. Prohibition a. The state, territorial, or local recipient is prohibited from being designated by the Department of Homeland Security or the Department of Justice as a sanctuary jurisdiction. If the Department of Homeland Security or Department of Justice designates a state or territory as a sanctuary jurisdiction after the Department of Homeland Security makes a grant award, the state or territorial recipient is prohibited from making any financial obligations under the grant award on or after the date of designation until the Department of Homeland Security removes that designation. The Department of Homeland Security will suspend that portion of the grant award supported by risk-based funding and not make payments to the state or territorial recipient on or after the date of designation until the Department of Homeland Security or Department of Justice removes that designation. This term and condition applies to the funding provided under the relative risk methodology pursuant to Section 2007 of the Homeland Security Act of2002 (6 U.S.C. § 608) and does not apply to the minimum allocation to that state or territory required by Section 2004(e) of the Homeland Security Act of 2002 (6U.S.C. § 605(e)). b. The state, territorial, or local recipient is prohibited from making subawards to a state, territorial, or local government that the Department of Homeland Security or Department of Justice has designated as a sanctuary jurisdiction. If the Department of Homeland Security or Department of Justice designates a state, territorial, or local government as a sanctuary jurisdiction after the state, territorial, or local government recipient makes a subaward to that state, territorial, or local government, the state, territorial, or local recipient must suspend the subaward, the state, territorial, or local recipient must not make any additional payments to the state, territorial, or local government, and the state, territorial, or local government is prohibited from making any financial obligations under the subaward on and after the date of designation until the Department of

Homeland Security or Department of Justice removes that designation. This term and condition applies to all funding provided to the state or territorial recipient, including both the statutory minimum as well as risk-based funding allocations. c. The Department of Homeland Security designates a state, territory, or local government as a sanctuary jurisdiction if it fails to comply with that requirements set forth in paragraphs 2.a.i to v of this term and condition. 2. Certification a. The state, territorial or local recipient and subrecipients must certify under penalty of perjury pursuant to 28 U.S.C. § 1746, and using a form that is acceptable to the Department of Homeland Security, that they will comply with the following requirements related to coordination and cooperation with the Department of Homeland Security and immigration officials: i. They will comply with the requirements of 8 U.S.C. §§ 1373 and 1644. These statutes prohibit restrictions on information sharing by state and local government entities with the Department of Homeland Security regarding the citizenship or immigration status, lawful or unlawful, of any individual. Additionally, 8 U.S.C. § 1373 prohibits any person or agency from prohibiting, or in any way restricting, a Federal, state, or local government entity from doing any of the following with respect to information regarding the immigration status of any individual: (1) sending such information to, or requesting or receiving such information from, Federal immigration officials; (2)maintaining such information; or (3) exchanging such information with any other Federal, state, or local government entity. ii. They will comply with other relevant laws related to immigration, including prohibitions on encouraging or inducing an alien to come to, enter, or reside in the United States in violation of law, 8 U.S.C. §1324(a)(1)(A)(iv), prohibitions on transporting or moving illegal aliens, 8 U.S.C. §1324(a)(1)(A)(ii), prohibitions on harboring, concealing, or shielding from detection illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(iii), and any applicable conspiracy, aiding or abetting, or attempt liability regarding these statutes. iii. They will honor requests for cooperation, such as participating in joint operations, sharing of information, or requests for short term detention of an alien pursuant to a valid detainer. A jurisdiction does not fail to comply with this requirement merely because it lacks the necessary resources to assist in a particular instance. iv. They will provide access to detainees, such as when an immigration officer seeks to interview a person who might be a removable alien. v. They will not leak or otherwise publicize the existence of an immigration enforcement operation. b. The state or territorial recipient must require a state, territorial, or local government subrecipient to make the certification above before providing them with any funding under the subaward. 3. Materiality and Remedies for Noncompliance. This term and condition is material to the Department of Homeland Security's decision to continue with this grant award and the Department of Homeland Security may take any remedy for noncompliance, including termination, if the state or territorial recipient or a local government subrecipient fails to comply with this term and condition.

Article 60 - State Homeland Security Program: Non-Applicability of Specific Terms and Agreement Articles

The following term applies to State Homeland Security Program funding under this award: Notwithstanding their inclusion in this award package, the following terms and Agreement Articles do not apply to this grant award: (1) paragraph C.IX(Communication and Cooperation with the Department of Homeland Security and Immigration Officials) of the DHS Standard Terms and Conditions and the Agreement Article titled "Communication and Cooperation with the Department of Homeland Security and Immigration Officials" in this award package; and (2)paragraph C.XVII(2)(a)(iii) (Anti-Discrimination Grant Award Certification regarding immigration) of the DHS Standard Terms and Conditions and paragraph (2)(a)(iii)of the Agreement Article titled "Anti-Discrimination" in this award package.

Article 61 - State Homeland Security Program: Impact of *San Francisco v. Trump* Preliminary Injunction

The following term applies to State Homeland Security Program funding under this award: Pursuant to the preliminary injunction order issued on August 22, 2025, in *City and County of San Francisco, et al. v. Trump, et al.*, No. 3:25-cv-01350 (N.D. Cal.), the following terms and conditions do not apply to awards or subawards issued to any of the plaintiffs subject to the preliminary injunction order while the order remains in effect: (1) paragraph C.IX (Communication and Cooperation with the Department of Homeland Security and Immigration Officials) of the DHS Standard Terms and Conditions and the Agreement Article titled "Communication and Cooperation with the Department of Homeland Security and Immigration Officials" in this award package; (2) paragraph C.XVII(2)(a)(iii) (Anti-Discrimination Grant Award Certification regarding immigration) of the DHS Standard Terms and Conditions and paragraph (2)(a)(iii) of the Agreement Article titled "Anti-Discrimination" in this award package; and (3) the "State Homeland Security Program: Compliance with Federal Immigration Law" Agreement Article. If the preliminary injunction is stayed, vacated, or extinguished, the "State Homeland Security Program: Compliance with Federal Immigration Law" Agreement Article will immediately become effective.

Article 62 - State Homeland Security Program: Impact of *State of Illinois v. FEMA* Injunction

Pursuant to the memorandum and order issued on September 24, 2025, in *State of Illinois, et al. v. Federal Emergency Management Agency, et. al, No. 25-206 (D.R.I.),* the following terms and conditions do not apply to awards or subawards issued to any of the plaintiffs subject to the injunction order while the order remains in effect: (1) paragraph C.IX (Communication and Cooperation with the Department of Homeland Security and Immigration Officials) of the DHS Standard Terms and Conditions and the Agreement Article titled "Communication and Cooperation with the Department of Homeland Security and Immigration Officials" in this award package; (2) paragraph C.XVII(2)(a)(iii) (Anti-Discrimination Grant Award Certification regarding immigration) of the DHS Standard Terms and Conditions and paragraph (2)(a)(iii) of the Agreement Article titled "Anti-Discrimination" in this award package; and (3) the "State Homeland Security Program: Compliance with Federal Immigration Law" Agreement Article. If the injunction is stayed, vacated, or extinguished, the "State Homeland Security Program: Compliance with Federal Immigration Law" Agreement Article will immediately become effective.

Article 63 - Funding Hold: Additional Information Required

FEMA has placed a funding hold on this award, and $4,362,750.00 is on hold in the FEMA financial systems. The recipient is prohibited from obligating, expending, or drawing down the funds associated with the following Homeland Security Grant Program subprogram(s)/investment(s): N/A. To release the funding hold, the recipient must provide a detailed cost breakdown and justification for the investments/projects listed above. FEMA will rescind the funding hold upon its review and approval of the detailed cost breakdown and justification. If you have questions about this funding hold, please contact the DHS/FEMA Headquarters Preparedness Officer.

Article 64 - Amended Award Amount Pursuant to *State of Illinois, et al. v. Kristi Noem, et al.* (D.RI).

Pursuant to the Permanent Injunction Order issued by the U.S. District Court for the District of Rhode Island in *State of Illinois, et al. v. Kristi Noem, et al.*, No. 1:25-cv-00495, dated December 22, 2025, and Information Bulletin (IB) 540, the amount of funding awarded by this Fiscal Year 2025 Homeland Security Grant Program (HSGP) grant has been amended to reflect the amount set forth in the Notice of Funding Opportunity dated August 1, 2025. Further, the "Summary Description of Award and

Subprograms" is amended to read as follows: The purpose of the FY2025 HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. Among the five basic homeland security missions noted in the DHS Quadrennial Homeland Security Review, HSGP supports the goal to Strengthen National Preparedness and Resilience. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community. This HSGP award consists of State Homeland Security Program (SHSP) funding in the amount of $4,362,750. This grant program funds a range of activities, including planning, organization, equipment purchase, training, exercises, and management and administration across all core capabilities and mission areas.

Article 65 - Amended Period of Performance and Budget Period Pursuant to *State of Illinois, et al. v. Kristi Noem, et al.* (D.RI) and *State of Michigan et al. v. Kristi Noem et al.* (D.OR).

Pursuant to the Permanent Injunction Order issued by the U.S. District Court for the District of Rhode Island in *State of Illinois, et al. v. Kristi Noem, et al.*, No. 1:25-cv-00495, dated December 22, 2025 and the Permanent Injunction Order issued by the U.S. District Court for the District of Oregon in *State of Michigan, et al. v. Kristi Noem et al.*, No 6:25-cv-02053-AP, dated December 23, 2025, the Agreement Article titled "Period of Performance and Budget Period") of your award package is rescinded. The new Period of Performance and Budget Period for this award is September 1, 2025 to August 31, 2028.

RESOLUTION NO. 26-170

A RESOLUTION AUTHORIZING ACCEPTANCE OF A WYOMING OFFICE OF HOMELAND SECURITY REGIONAL RESPONSE TEAM EQUIPMENT GRANT IN THE AMOUNT OF $65,100 FOR THE PURCHASE OF AN XPLORIR HANDHELD GAS DETECTION DEVICE.

WHEREAS, Casper Fire-EMS operates Wyoming Office of Homeland Security Regional Response Team 2, which supports emergency response operations in Natrona, Converse, and Niobrara Counties; and,

WHEREAS, the Wyoming Office of Homeland Security has awarded a Regional Response equipment grant in the amount of $65,100 to fund the purchase of an XplorIR handheld gas detection device; and,

WHEREAS, the XplorIR handheld gas detection device will enhance the Regional Response Team's ability to rapidly detect, identify, and assess hazardous gases and vapors during emergency response operations; and,

WHEREAS, the grant provides 100% reimbursement for the approved equipment purchase and requires no local match; and,

WHEREAS, the parties wish to enter into a grant award agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a *Grant Award Agreement between Wyoming Office of Homeland Security and City of Casper.*

BE IT FURTHER RESOLVED: That the City Manager, or her designee, is authorized to execute all documents necessary to accept and carry out the terms of the grant award.

PASSED, APPROVED, AND ADOPTED on this __ day of _____, 2026.

APPROVED AS TO FORM:

Wallace Trembath III

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Amanda Ainsworth
City Clerk

Ray Pacheco
Mayor

July 9, 2026

MEMO TO: Janine Jordan, City Manager

FROM: Zulima Lopez, Parks, Recreation and Public Facilities Director
Edwin Luers, Interim Recreation Manager
Baylor Hellmuth, Recreation Supervisor

SUBJECT: A Resolution Establishing a Payment Account with First Interstate Bank for Paying Sports Officials

Meeting Type & Date
Regular Meeting
July 21, 2026

Action Type
Resolution

Recommendation
That Council, by resolution, authorizes the establishment of a payment account with First Interstate Bank for paying sports officials.

Summary
The Recreation Division requests the use of a First Interstate Bank account to expedite and simplify compensation for independent contractors who provide officiating services during sports leagues and tournaments for the City of Casper.

The Casper Recreational Leagues Association (CRLA) was established in 1987 to manage funding for adult sports leagues and provide advisory support to the City of Casper Parks and Recreation Department. A key benefit of CRLA has been its ability to recruit and pay officials quickly for youth and adult softball, volleyball, and basketball leagues and tournaments. In recent years, the City has supplemented CRLA officials by hiring additional part-time officials directly.

Since 2023, the Casper Recreation Division has been working to develop a more efficient, sustainable, and centralized process for recruiting, hiring, onboarding, paying, and retaining sports officials. The goal is to improve oversight, ensure consistent and equitable hiring practices, reduce the City's risk exposure, and streamline payment processes.

After evaluating available options, the City selected a new City-led approach that uses a Sports Official Service Agreement, attached for Council's reference, and a dedicated First Interstate Bank account to manage officials. Once the account is established, the City will transition away from the CRLA model. This will include ending the agreement with CRLA, having current City-employed officials resign from their employee positions, and reengaging them through service agreements as independent contractors.

Under the new system, officials will provide services for scheduled games and confirm the accuracy of their compensation when receiving payment. Checks will be issued from the City's dedicated First Interstate Bank account. This approach provides the City with greater oversight and accountability in the recruitment, scheduling, and payment of officials, while maintaining the flexibility to quickly engage qualified officials from outside the Casper area when staffing large tournaments and special events. The result is a more efficient, scalable, and sustainable officiating model that better supports City-sponsored leagues and tournaments.

Financial Considerations

All expenses associated with operating this account and paying sports officials were budgeted in FY27 from the Sports and Athletics Fund.

Council Adopted Goals

☐ Infrastructure

☒ Fiscal Stability

☐ Communication & Public Education

Oversight/Project Responsibility

Baylor Hellmuth, Recreation Supervisor – Sports Leagues and Tournaments

Attachments

Resolution

City of Casper Sports Official Service Agreement

City of Casper Service Agreement

(Please Print Legibly)

Official Name: _____

Address: _____

City/State/Zip: _____

Email address (required): _____

Cell Phone Number: _____

Official hereby, freely and voluntarily, enters into a ***Service Agreement, City Policy Acknowledgment and Waiver*** ("Waiver"), and ***Code of Conduct*** with the City of Casper, Recreation Division, for the following program(s):

___ Adult Summer Softball Umpire ($35.00/game)
___ Adult Fall Softball Umpire ($35.00/game)
___ Junior Olympic Softball Umpire ($30.00/game)
___ Junior Olympic Kickoff Tournament Umpire ($40.00/game)
___ Adult Softball Tournament Umpire ($35.00/game)
___ Adult Kickball Umpire ($30.00/game)
___ Youth Volleyball Official ($25.00/game)
___ Adult Fall Volleyball Official ($30.00/game)
___ Adult Coed Volleyball Official ($30.00/game)
___ Youth Basketball Official ($25.00/game)
___ Adult Basketball Official ($40.00/game)
___ Adult Basketball Scorekeeper ($18.00/game)
___ Tournament Site Supervisor ($20.00/hour)
___ Youth Basketball Tournament Official ($30.00/game)
___ Youth Volleyball Tournament Official ($30.00/game)
___ Flag Football Official ($30.00/game)
___ Adult Hockey Official ($40.00/game) (2 official system)
___ Adult Hockey Official ($60.00/game) (1 official system)

Official hereby agrees to provide the above services for the City of Casper Recreation Division, in a professional manner. If an Official desires to provide additional services that were not originally stated above after an agreement is signed, they must request the addition of services in the amendment section of this agreement. This agreement is valid for two (2) years, at which time the Official must submit required vendor paperwork again with the City of Casper; or until either party wishes to discontinue or terminate this agreement in accordance with the following policies.

Official understands this agreement is not an employment agreement with the City of Casper, but an agreement to provide services. The Official is an independent contractor and is not entitled to City employee benefits, worker's compensation coverage, or unemployment benefits. The Official is solely responsible

for all taxes, insurance, and other obligations arising from the performance of services under this Agreement.

Official understands that the City of Casper may discontinue this agreement at any time without notice.

Official understands that if they desire to terminate this agreement, two (2) weeks' notice will be required, and they will be entitled to any fees earned up to the time of termination.

Official agrees that upon signature they commit to the schedule provided by the Recreation Division on a weekly basis or find a qualified replacement for scheduled games/activities. The official may submit time-off or schedule conflict requests to the Recreation Division staff at any given time prior to the weekly schedule being issued.

The City of Casper agrees to compensate the Official for said services at the rate(s) listed above. Officials will be compensated as vendors for the City of Casper. The Official must complete documentation to become a vendor for the City of Casper. The City of Casper will provide training and assistance with the required paperwork. Officials must sign bi-weekly verification slips before receiving their check to verify games worked.

For the Official to obtain the price per game rate listed above, they must pass or have passed the appropriate certification course as determined by the City of Casper Recreation Division. The City of Casper agrees to reimburse an Official for obtaining their USA Softball Certification after they have umpired a minimum of 10 adult league games over the duration of a season. The Official agrees to maintain any required certifications throughout the period in which the Official provides services and to notify the Recreation Division immediately if any required certification lapses or is revoked.

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

Official agrees to defend, hold harmless, and indemnify the city, its officials, employees, and authorized volunteers against all claims arising during or resulting from the performance of the Agreement, including claims arising from the Official's acts, omissions, negligence, violation of City policy, except for those claims which are determined to be the sole negligence of the city, its officials, employees, and authorized volunteers.

Any dispute arising under this Agreement shall be brought exclusively in a court of competent jurisdiction in Natrona County, Wyoming.

The undersigned agrees to notify the Recreation Division if he or she believes that any of the foregoing access/use restrictions may apply.

The undersigned fully understands and appreciates both the known and potential dangers of utilizing the facilities, services, and programs of the City of Casper Recreation Division and acknowledges that participating in such programs and even entering the public facility, may, despite the reasonable efforts of the City of Casper to mitigate such dangers.

City Policy Acknowledgment and Waiver ("Waiver")

_____ (initial) I, the undersigned, agree that I will be working at sporting events hosted by the City of Casper or that use City facilities (hereinafter, "**City Sporting Events**").

_____ (initial) I understand the City of Casper has policies in place to prevent and prohibit harassment, sexual harassment, workplace violence and/or drug and alcohol use/abuse at City Sporting Events. I agree to abide by those City policies while working City Sporting Events. I also understand that federal and state law may also apply to prohibit and prevent harassment, sexual harassment, workplace violence and/or drug and alcohol use/abuse at City Sporting Events.

_____ (initial) I further agree to indemnify, release, and hold harmless the City, its council, manager, officers, employees and agents, from and against any and all losses, claims, demands, responsibility or liability, from any causes of action whatsoever, that may arise from my non-compliance with the above-described City policies and/or federal state law about harassment, sexual harassment, workplace violence and/or drug and alcohol use/abuse at City Sporting Events.

_____ (initial) I acknowledge and agree that the City of Casper is not responsible for providing insurance coverage for me in connection with my role as a sports official. I assume all risks of injury, damages, or claims arising from my participation, and I release, indemnify, and hold harmless the City of Casper, its council, manager, officers, employees, and agents from any such liability.

_____ (initial) I further agree that there are inherent risks in working City Sporting Events. I agree to indemnify, release, and hold harmless the City, its council, manager, officers, employees and agents, from any and all liability for injury, death, or property damage associated with or arising from working City Sporting Events.

_____ (initial) By execution of this Waiver, I acknowledge that I: (1) understand these provisions and freely and voluntarily enter into them; (2) may be giving up important legal rights by executing this Waiver. The terms of this document are contractual and not a mere recital.

Code of Conduct

As a contracted official through the City of Casper, I will conduct myself under the following code of conduct requirements:

1. There will be no swearing or abusive language while I am officiating at any facility or field within the Casper Recreation Division towards City of Casper staff, affiliated user groups, participants, or the general public.

2. There will be no drinking, or use of illegal substances at any time while I am officiating at any facility or field within the Casper Recreation Division.

3. If I cannot abide by these rules, I will be subject to further disciplinary action including but not limited to, termination, trespass, permanent suspension, and/or referral to law enforcement authorities.

[Signature Page to Follow]

IN WITNESS WHEREOF, the undersigned has executed this ***Services Agreement***, ***City Policy Acknowledgement and Waiver*** and ***Code of Conduct*** on the date signed below.

CITY OF CASPER, WYOMING
A Municipal Corporation

_____
Signature

_____
Printed Name
Recreation Manager or Recreation Supervisor

_____
Date

OFFICIAL

_____
Signature

_____
Printed Name

_____
Date

PARENT/GUARDIAN SIGNATURE IF OFFICAL IS A MINOR

_____
Signature

Amendment Section

Only to be completed if an official desires to add additional services to their active agreement.

Please check the additional services being added. These services will remain active until the agreement is terminated.

___ Adult Summer Softball Umpire ($35.00/game)
___ Adult Fall Softball Umpire ($35.00/game)
___ Junior Olympic Softball Umpire ($30.00/game)
___ Junior Olympic Kickoff Tournament Umpire ($40.00/game)
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___ Adult Coed Volleyball Official ($30.00/game)
___ Youth Basketball Official ($25.00/game)
___ Adult Basketball Official ($40.00/game)
___ Adult Basketball Scorekeeper ($18.00/game)
___ Tournament Site Supervisor ($20.00/hour)
___ Youth Basketball Tournament Official ($30.00/game)
___ Youth Volleyball Tournament Official ($30.00/game)

RESOLUTION NO. 26-171

A RESOLUTION ESTABLISHING AN OFFICIALS PAYMENT ACCOUNT WITH FIRST INTERSTATE BANK FOR PAYING SPORTS OFFICIALS

WHEREAS, the City of Casper has a banking relationship with First Interstate Bank; and,

WHEREAS, the City wishes to provide payment to sports officials for providing referee services at sporting events; and,

WHEREAS, officials require payment at the end of each event; and,

WHEREAS, the City of Casper has set a precedent of providing specific purpose accounts for municipal court, police, and refunds; and,

WHEREAS, individual checks written from this account will not exceed $1,500 each; and,

WHEREAS, two signers in positions of management will be required on every check; and,

WHEREAS, the recreation department will develop a standard operating procedure (SOP) which will provide safeguards for this account; and,

WHEREAS, the finance office will provide internal control services for this account including reconciliation and review of compliance provisions; and,

WHEREAS, the City will carry a minimum balance of $5,000 with the transactions sweeping into the general checking account daily.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the City Manager or the City Treasurer shall be authorized to submit all necessary applications and execute any documents necessary to open the account for the purposes of paying sports officials.

PASSED, APPROVED, AND ADOPTED on this ___ day of _____, 2026.

APPROVED AS TO FORM:

CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

Amanda Ainsworth
City Clerk

Ray Pacheco
Mayor

July 14, 2026

MEMO TO: Janine Jordan, City Manager

FROM: Liz Becher, Community Development Director
Craig Collins, AICP, City Planner

SUBJECT: Resolution approving the site plan for the construction of an addition to the Casper Ice Arena.

Meeting Type & Date:
Regular Council meeting, July 21, 2026.

Action Type:
Resolution.

Recommendation:
That Council, by resolution, approve the site plan for the construction of an addition to the Casper Ice Arena.

Summary:
The City (applicant) proposes construction of an approximately 44,590 square-foot addition to the Casper Ice Arena, located within a larger City-owned recreational campus that includes the Casper Recreation Center and other public facilities. The property is zoned PH (Park, Historic), and public recreational facilities are permitted uses under Section 17.56.020 of the Casper Municipal Code. The overall City owned property encompasses approximately 100 acres, with internal circulation and shared access between facilities. The proposed building addition expands seating capacity in a phased approach, ultimately providing space for up to approximately 900 seats upon full build out.

The proposal includes expansion of the existing building, associated parking improvements, and modifications to internal circulation. The submitted site plan establishes the general layout of the proposed development, including building placement, access points, emergency egress, parking areas, and pedestrian facilities and pathways.

Pursuant to Section 17.12.150(D), site plans are evaluated for efficient site design, safe vehicular access, adequate pedestrian facilities, and overall functionality. The revised site plan demonstrates a coordinated layout that provides safe and functional vehicular access, defined circulation patterns, and improved pedestrian connectivity. The addition of sidewalks, ADA ramps, and crosswalks improves usability of the site and better integrates the facility with surrounding public amenities.

Parking calculations meet the requirements of Section 17.12.080 based on the proposed seating capacity. Landscaping appears to meet or exceed the minimum requirements of Appendix B, Title 17, based on the submitted calculations.

The Traffic Impact Analysis (TIA), completed in June of 2026, supports the conclusion that the surrounding transportation network has adequate capacity to accommodate projected traffic associated with the development with negligible impact on traffic delays and flows, meaning no mitigation measures are needed under typical daily operations. Based on the TIA performed by CLH Associates, LLC, the following recommendations have been made to implement temporary traffic management measures during "worst case" game changeovers when arrival and departure times overlap:

1. Ice Arena Staff to implement manual flaggers at the E. 4th Street/S. Lowell Street intersection (where the southern-most access is located) during the 15 to 30-minute peak turnover window to manage vehicle delays and facilitate pedestrian crossings. A local Traffic Control company would be utilized in advance by Ice Arena Staff when schedules indicate these peak conditions are likely.

2. City Staff will look at a signal timing plan for the S. Beverly Street / E. 4th Street intersection to provide extra east/west green time and pedestrian crossing actuation if backups occur.

3. Temporary Speed Zone: Implement temporary speed zone signage (reducing the limit to 20 mph) with flashers and speed indicators only during peak arrival and departure windows. Ice Arena Staff will coordinate with Casper Streets Division to schedule enacting and disabling. The flashers would be disabled during normal conditions.

In that this is a City project, on City-owned land, there will not be a site plan/development agreement. The three (3) listed conditions of approval will; therefore, be administered through the construction management and operational/management processes.

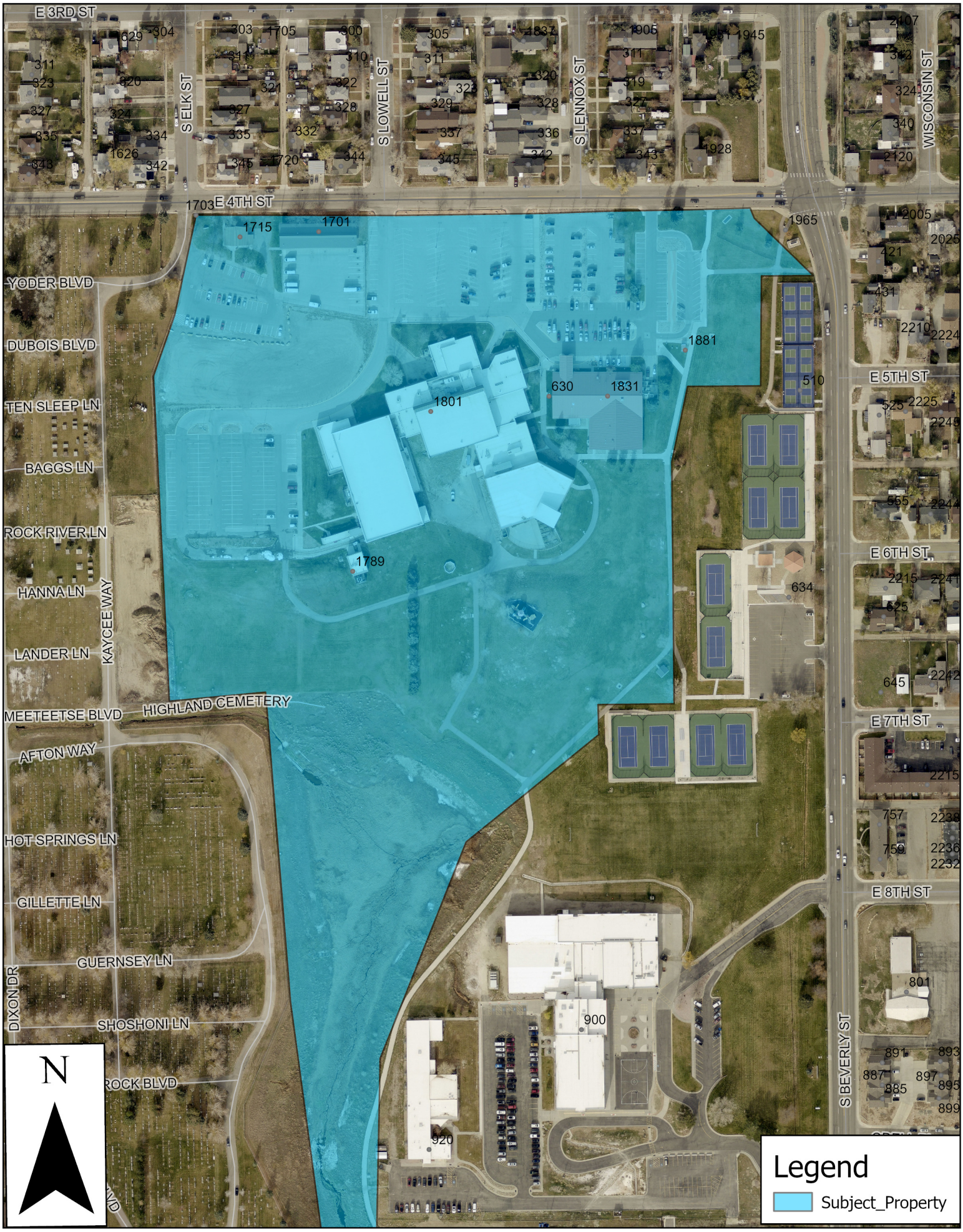
Financial Considerations:
Not Applicable to the site plan application

Council Adopted Goals:
Infrastructure – if approved for construction, the addition to the ice arena will provide additional capacity for a highly utilized public recreational amenity.

Oversight/Project Responsibility:
The Community Development Department (Planning Division) is responsible for processing site plans.

Attachments:
Location Map
Site Plan

Site Plan Application - Ice Arena Addition



SITE PLAN SUBMITTAL

CASPER ICE ARENA ADDITION

CASPER, WYOMING

SITE PLAN CHECKLIST

1. Signed Application and fee.
2. Legal description and common address(es) of the proposed site:
   PT SE NE; PT NE SE: 10-33-79 COMMERCIAL EXEMPT
   1801 E. 4TH STREET
3. Title block stating name of project, designer, and address and telephone number of designer:
   PROJECT: CASPER ICE ARENA ADDITION

   ARCHITECT: HTG ARCHITECTS
   1010 MAINSTREET, SUITE 100
   HOPLINS, MN 55343

   CIVIL ENGINEER: WLC ENGINEERING AND SURVEYING
   200 PRONGHORN ST
   CASPER, WY 82601
4. Surrounding land uses, buildings, and zoning on all abutting sides, including those lands separated from the land under consideration by a street, alley, or other roadway:
   AS SHOWN
5. Current zoning of the land under consideration and proposed zoning, if applicable:
   CURRENT ZONING: PH
   PROPOSED ZONING: PH
6. North arrow, scale of site plan at a scale of 1"=10' or a multiple thereof, and date site plan was prepared: AS SHOWN
7. Lot or parcel dimensions: AS SHOWN
8. Dimensions of all setbacks and heights of all proposed buildings/structures:
   SETBACKS: AS SHOWN
   HEIGHTS: SEE ARCHITECT ELEVATIONS
9. Location and dimensions of all proposed off-street loading dock areas, including street access and traffic flow, to these areas: NONE PROPOSED
10. Location of all trash receptacles, method of screening/enclosure, and size/location of concrete pad:
    EXISTING LOCATION AS SHOWN
11. Locations and types of all advertising signs and fences:
    SIGN: NONE PROPOSED
    FENCES: NONE PROPOSED
12. Any screening, buffering, or screening devices used to minimize or eliminate areas which tend to be unsightly: FENCING AROUND MECHANICAL EQUIPMENT. SEE LANDSCAPE PLAN.
13. Location and type of existing and proposed exterior lighting (full cutoff fixtures required): SEE ATTACHED.
14. Names and widths of all adjacent streets, dimensions and location of all public and private roadways relative to property lines, streets, or driveways, both paved and unpaved, including rights-of-way, pavement width, and proposed uses of rights-of-way: AS SHOWN
15. Location and dimensions of existing and proposed curb cuts and sidewalks:
    AS SHOWN
16. Off-street parking spaces, locations and dimensions, layout, traffic control, compact and handicap parking spaces, including all surface markings such as directional arrows: AS SHOWN.
17. Location of all wheel stops, bumper guards, and curbing warranted by topography or traffic and pedestrian circulation: AS SHOWN.
18. Types of ground or yard surfacing throughout, grass, paving, gravel, etc: AS SHOWN.
19. Existing and proposed easements (on site, and off-site when necessary to the development): AS SHOWN
20. Vicinity/Location map at a scale of 1"=600' clearly indicating the location of the land in question with respect to a larger recognizable area: AS SHOWN.
21. General notes to include summary of:
    a. Total land area in acres or square feet: PROJECT AREA 7.95 AC. TOTAL PARCEL AREA 31.56 AC.
    b. Total building footprint in square feet: 44,750 SF
    c. Percentage of land covered by buildings: 13%
    d. Building height(s): 39'-8" SEE ELEVATIONS
    e. Number of stories and total square footage of leaseable space (Floor Area): ONE STORY
    f. Number of parking spaces required: 184
    g. Number of dwelling units, if applicable: N/A
    h. Density of dwelling units, per acre: N/A
    i. Total number of parking spaces proposed: 188
    j. Total number of off-street parking spaces required by Code: 184
    k. Total number of ADA-compliant parking spaces: 5
    l. Square footage of all landscaped areas: SEE SHEET A1.0A
    m. Percentage of site covered by landscaping: SEE SHEET A1.0A
    n. Percentage of landscaping that is organic/irrigated vs. inorganic/decorative: SEE SHEET A1.0A
    o. Area to be disturbed by grading or construction: SEE SHEET A1.0A
    p. Flood Zone Designation: N/A
22. Numbering of items on the site plan to correspond to items on this checklist:
    AS SHOWN
23. Existing and proposed contours. Contour information shall extend 25' into adjoining properties to represent drainage system continuity. AS SHOWN
24. Surface drainage study for sites of 10,000 square feet or more. Based on the results of the study, the applicant may be required to contribute to off-site drainage improvements.
    See Comment Response.
25. Pavement design report for parking and driving areas:
    ASPHALT REPLACEMENT: 4" PMP OVER 8" CRUSHED BASE
    CONCRETE REPLACEMENT: 6" PCCP OVER 8" CRUSHED BASE
26. Location, type and size of all easements: AS SHOWN.
27. Location of all existing and proposed utilities, including mains and service lines: AS SHOWN.
28. Architectural/Building Elevations/Renderings: SEE ATTACHED SHEETS A3.1 AND R1.1
29. Detailed landscaping plan showing locations, types, sizes, and number of all plant materials: SEE ATTACHED SHEET A1.2
30. Include number of estimated trips per peak hour according to the ITE Manual. If the proposed use generates more than 75 trips per peak hour, a traffic study is required as outlined in Section 16.20.080(B) of the Casper Municipal Code. Based on the results of the study, the applicant may be required to contribute to off site traffic improvements: TRAFFIC STUDY FORTHCOMING BY OTHERS

PROJECT SPECIFICATIONS

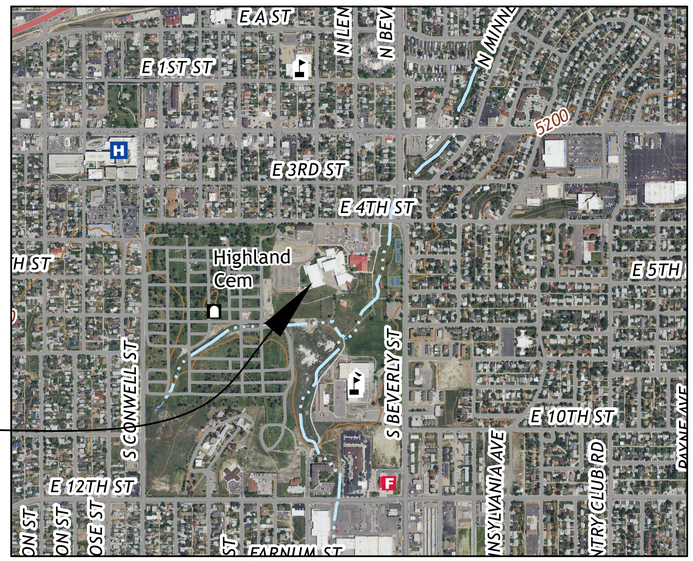
CURRENT EDITION OF THE CITY OF CASPER STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION AND INFRASTRUCTURE IMPROVEMENTS, EXCEPT AS SPECIFICALLY MODIFIED BY THESE PLANS AND SPECIFICATIONS.

LEGEND

- RECOVERED BRASS CAP
- RECOVERED ALUM. CAP
- RECOVERED REBAR
- RECOVERED IRON PIPE
- RECOVERED CORNER
- EX SIGN
- EX MONITOR WELL
- EX TREE
- EX BUSH
- EX MAILBOX
- EX FLAG POLE
- EX GUARD POST
- EX CATTLE GUARD
- EX CULVERT
- EX VENT PIPE
- EX BORE HOLE
- EX TV PEDESTAL
- EX TV RECEIVER
- EX GAS METER
- EX GAS VALVE
- EX GAS RISER
- EX PIPELINE MARKER
- EX TEST LEAD
- EX POWER POLE
- EX POWER TRANSFORMER
- EX LIGHT POLE
- EX CATHODIC TEST
- EX GUY POLE
- EX GUY ANCHOR
- EX SWITCH POLE
- EX ELECTRIC METER
- EX ELECTRIC VAULT
- EX CONDUIT RISER
- EX SANITARY MANHOLE
- EX SANITARY CLEANOUT
- EX SEPTIC CLEANOUT
- EX STORM MANHOLE
- EX STORM INLET
- EX TELEPHONE MARKER
- EX TELEPHONE PEDESTAL
- EX TELEPHONE MANHOLE
- EX TELEPHONE PULLBOX
- EX TRAFFIC SIGNAL
- EX TRAFFIC CONTROL BOX
- EX WATER VALVE
- EX FIRE HYDRANT
- EX CURB STOP
- EX SPIGOT
- EX WATER METER
- EX SPRINKLER VALVE BOX
- EX SPRINKLER HEAD
- EX WATER MANHOLE
- EX GAS PUMP
- PROP SANITARY MANHOLE
- PROP STORM MANHOLE
- PROP STORM INLET
- PROP WATER VALVE
- PROP FIRE HYDRANT
- PROP CURB STOP
- PROP CULVERT
- EVERGREEN TREE
- DECIDUOUS TREE
- FEATHER REED GRASS
- PROPERTY BOUNDARY
- FENCE
- ROAD
- EX EDGE ASPHALT
- EX EDGE CONCRETE
- EX EDGE GRAVEL
- EX FLOWLINE
- EASEMENT
- EX CONTOUR MAJOR
- EX CONTOUR MINOR
- EX FIBER
- EX PIPELINE
- EX GASLINE
- EX POWERLINE
- EX STORM SEWER
- EX SANITARY SEWER
- EX TELEPHONE
- EX WATERLINE
- EX CABLE TV
- EX OVERHEAD POWER
- CHAIN LINK FENCE
- PROP EDGE ASPHALT
- PROP EDGE CONCRETE
- PROP CONTOUR MAJOR
- PROP CONTOUR MINOR
- PROP GASLINE
- PROP POWERLINE
- PROP STORM SEWER
- PROP SANITARY SEWER
- PROP WATERLINE

SHEET INDEX

1.1	SITE PLAN COVER SHEET
1.2-1.3	SITE PLAN
C9.1	STRIPING AND SITE SIGNAGE PLAN
C9.2	STRIPING DETAILS AND SIGN SCHEDULE
A1.0A	LANDSCAPE PLAN
A1.0B	SITE CIRCULATION
A3.1	EXTERIOR ELEVATIONS
R1.1	EXTERIOR RENDERINGS
E1.0A2	ELECTRICAL SITE PLAN



PROJECT LOCATION
1801 E. 4TH STREET

20 LOCATION & VICINITY MAP
SCALE: 1"=600'

WLC ENGINEERING
ENGINEERING · SURVEYING
200 PRONGHORN, CASPER, WY, 82601
307 · 266 · 2524 www.wlcwyo.com

3

HTG architects
3
www.htg-architects.com
Minneapolis Bismarck
1010 Mainstreet, Suite 100
Hopkins, MN 55343
Tel: 952.278.8880

PROJECT

CASPER ICE ARENA ADDITION

1801 E. 4th St.
CASPER, WY

ISSUED SET PLANNING SUBMITTAL 4/10/26

REVISIONS

DATE	NO	
5/4/26	P1	Site Plan Comment Response
5/7/26	P2	Site Plan Comment Response
6/5/26	P3	Site Plan Comment Response
6/26/26	P4	Site Plan Comment Response

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Architect under the laws of the State of Minnesota

Name
123456
Reg No. Date

FOR SITE PLAN APPROVAL

SITE PLAN

Drawn By: JLM Checked By: JLS

1.1

231180

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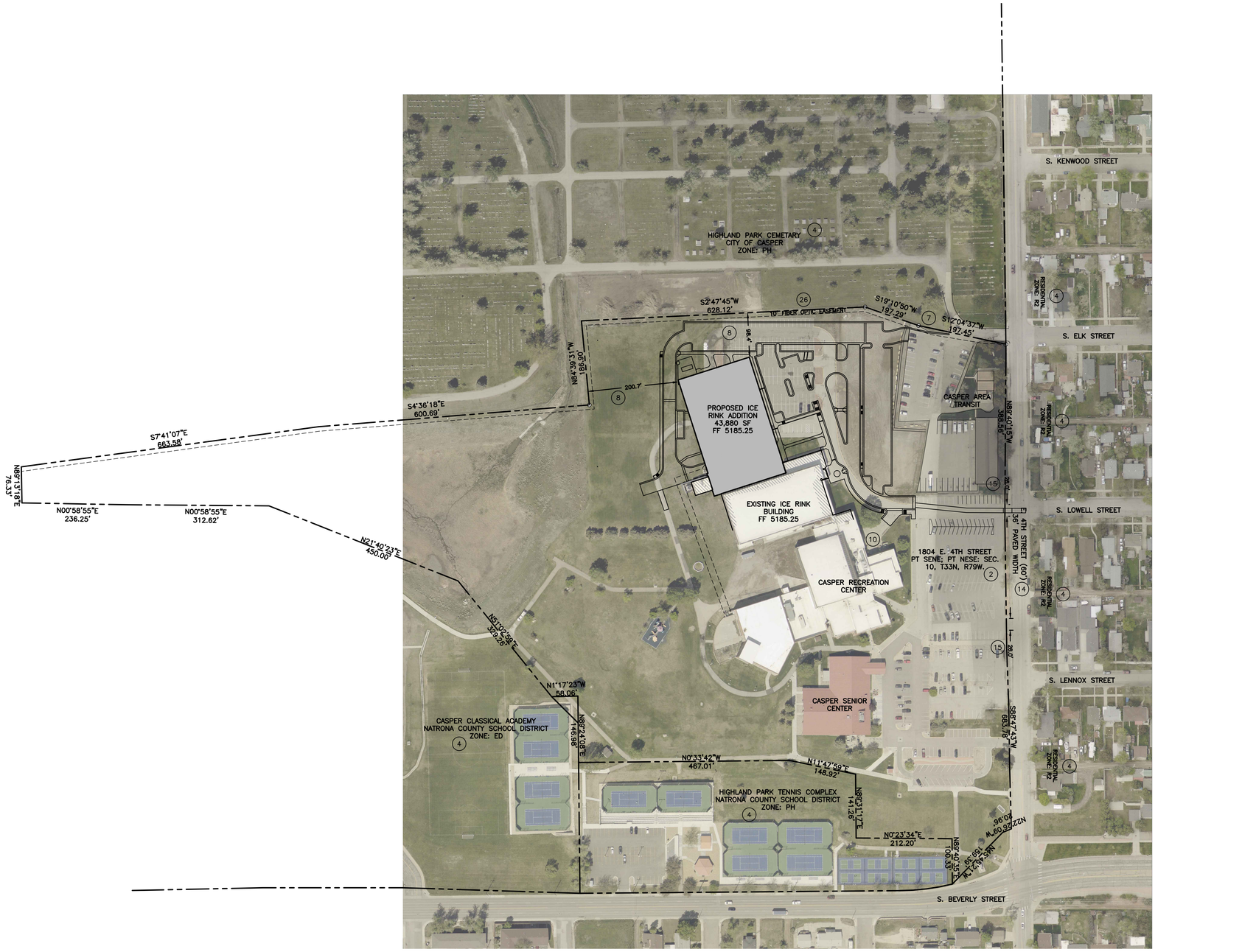

100' 0' 100' 200'

6 SCALE: 1"=100'

PROJECT SPECIFICATIONS
CURRENT EDITION OF THE CITY OF CASPER STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION AND INFRASTRUCTURE IMPROVEMENTS, EXCEPT AS SPECIFICALLY MODIFIED BY THESE PLANS AND SPECIFICATIONS.

WLC ENGINEERING · SURVEYING
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Tel: 952.278.8880

PROJECT

CASPER ICE ARENA ADDITION

1801 E. 4th St.
CASPER, WY

ISSUED SET PLANNING SUBMITTAL 4/10/26

REVISIONS

DATE	NO	
5/4/26	P1	Site Plan Comment Response
5/7/26	P2	Site Plan Comment Response
6/5/26	P3	Site Plan Comment Response
6/26/26	P4	Site Plan Comment Response

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Architect under the laws of the State of Minnesota

Name
123456
Reg No. Date

FOR SITE PLAN APPROVAL

SITE PLAN

Drawn By: JLM Checked By: JLS

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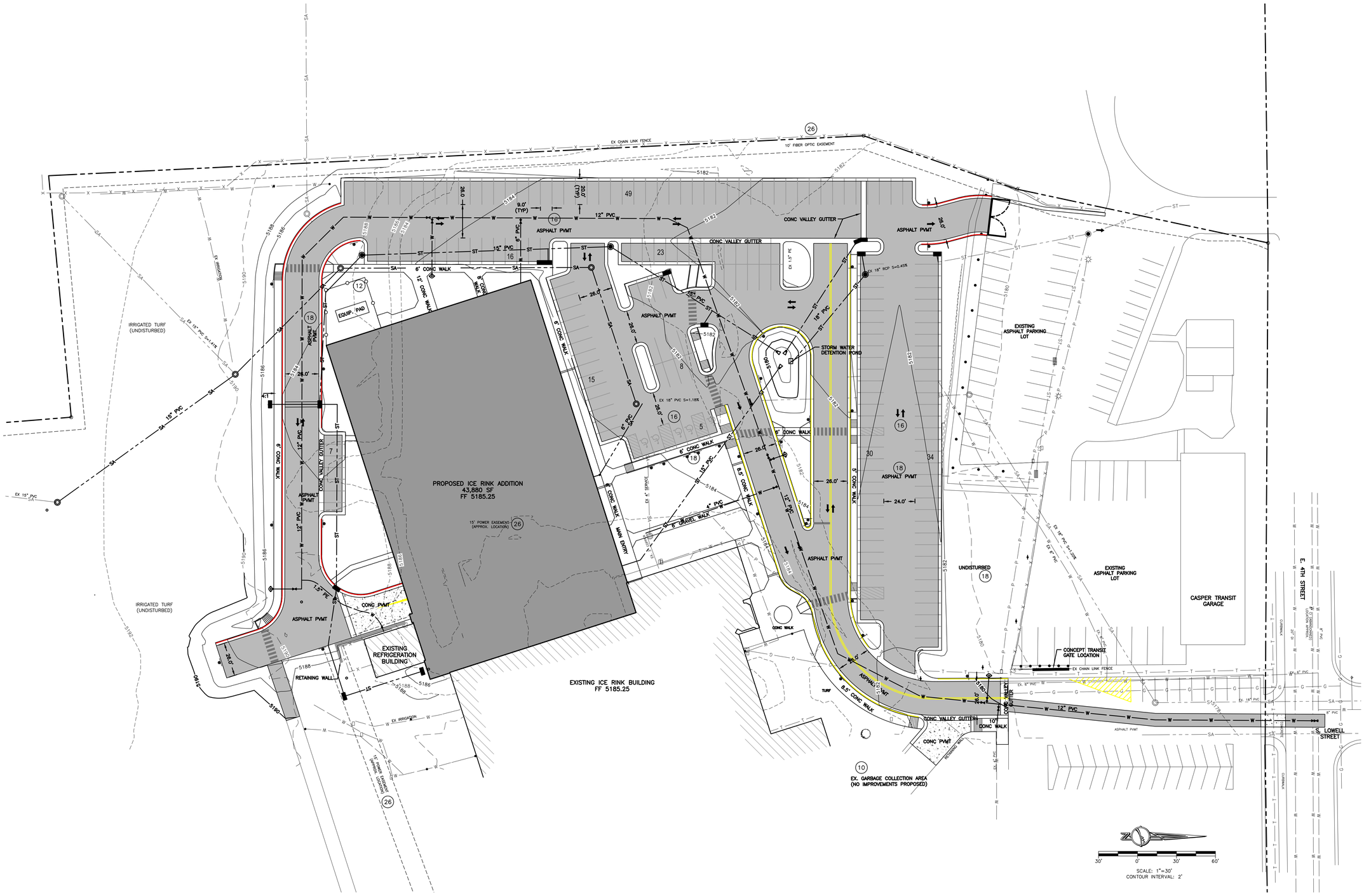

PROJECT SPECIFICATIONS
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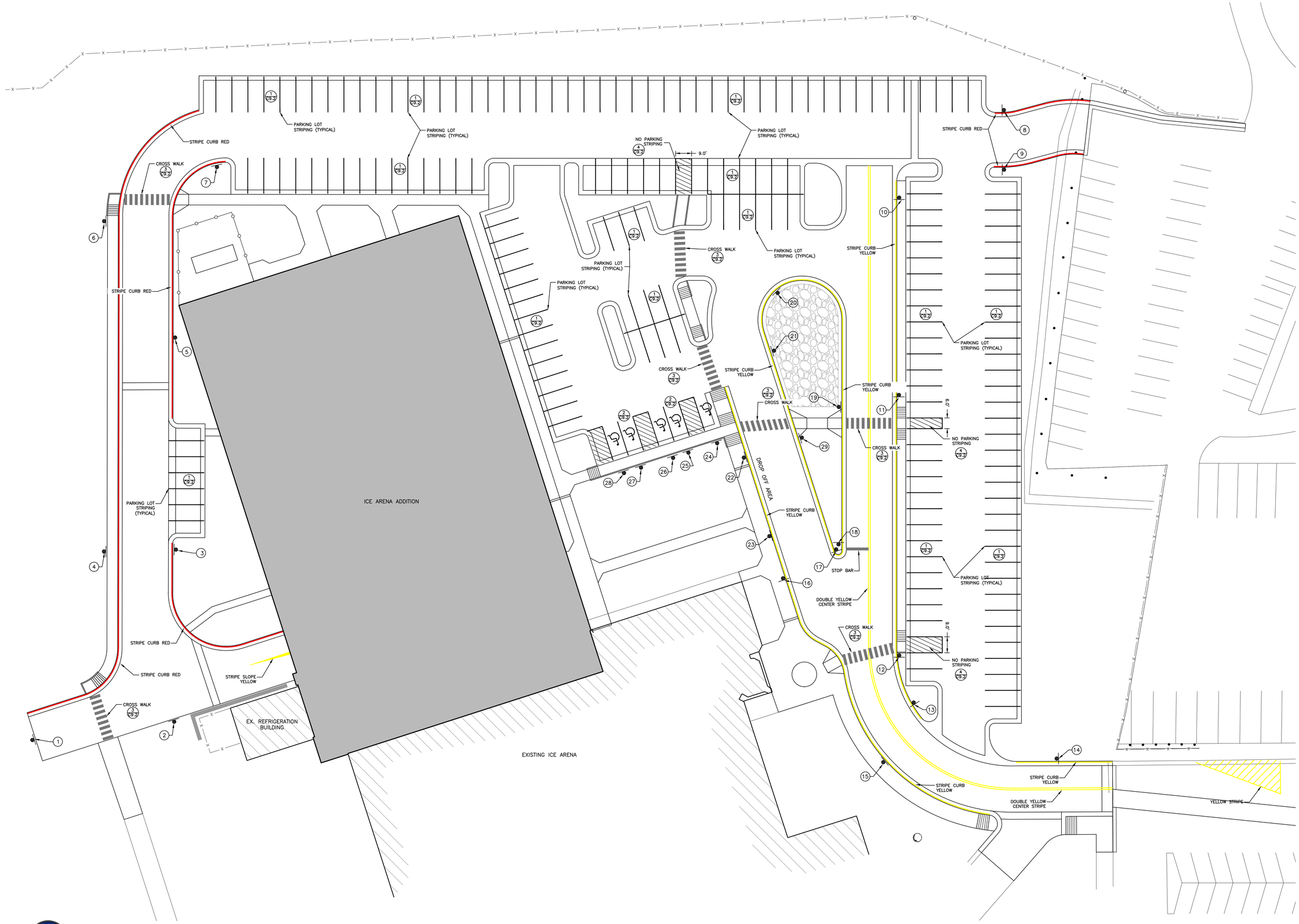

2 SITE SIGN AND SIGN NUMBER
SEE SHEET C9.2 FOR SIGN SCHEDULE AND DETAILS

20' 0' 20' 40'
SCALE: 1"=20'

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STRIPING AND SITE SIGNAGE PLAN

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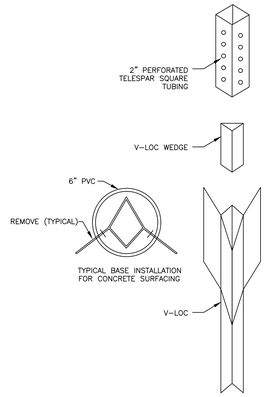
SIGN SCHEDULE

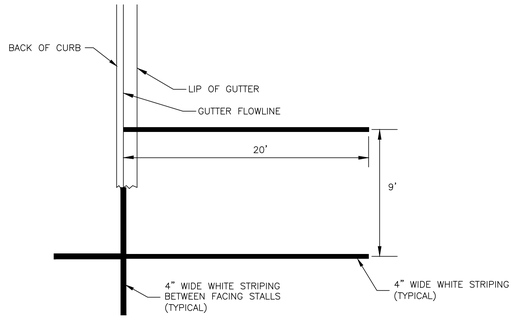
SIGN NUMBER	DESCRIPTION AND SIZE	BACKGROUND COLOR	LETTERS BORDER & SYMBOLS	MUTCD CODE	MOUNTING HEIGHT	NEW SIGN PANEL MATERIAL	SIGN POST	MINIMUM EMBEDMENT DEPTH	LOCATION
1	NO PARKING ANY TIME left & right arrow 12" x 18"	RETROREFLECTIVE WHITE	RETROREFLECTIVE RED	R7-1	7'	ALUMINUM	2" x 2" SQUARE TUBULAR STEEL	V-LOCK ANCHOR	6" BEHIND WALK OR CURB
2	NO PARKING ANY TIME left & right arrow 12" x 18"	RETROREFLECTIVE WHITE	RETROREFLECTIVE RED	R7-1	7'	ALUMINUM	2" x 2" SQUARE TUBULAR STEEL	V-LOCK ANCHOR	6" BEHIND WALK OR CURB
3	NO PARKING FIRE LANE lright arrow 12" x 18"	RETROREFLECTIVE WHITE	RETROREFLECTIVE RED		7'	ALUMINUM	2" x 2" SQUARE TUBULAR STEEL	V-LOCK ANCHOR	6" BEHIND WALK OR CURB
4	NO PARKING ANY TIME left & right arrow 12" x 18"	RETROREFLECTIVE WHITE	RETROREFLECTIVE RED	R7-1	7'	ALUMINUM	2" x 2" SQUARE TUBULAR STEEL	V-LOCK ANCHOR	6" BEHIND WALK OR CURB
5	NO PARKING ANY TIME left & right arrow 12" x 18"	RETROREFLECTIVE WHITE	RETROREFLECTIVE RED	R7-1	7'	ALUMINUM	2" x 2" SQUARE TUBULAR STEEL	V-LOCK ANCHOR	6" BEHIND WALK OR CURB
6	NO PARKING ANY TIME left & right arrow 12" x 18"	RETROREFLECTIVE WHITE	RETROREFLECTIVE RED	R7-1	7'	ALUMINUM	2" x 2" SQUARE TUBULAR STEEL	V-LOCK ANCHOR	6" BEHIND WALK OR CURB
7	NO PARKING ANY TIME left & right arrow 12" x 18"	RETROREFLECTIVE WHITE	RETROREFLECTIVE RED	R7-1	7'	ALUMINUM	2" x 2" SQUARE TUBULAR STEEL	V-LOCK ANCHOR	6" BEHIND WALK OR CURB
8	EMERGENCY ACCESS ONLY 30" x 30"	RETROREFLECTIVE WHITE	RETROREFLECTIVE RED		7'	ALUMINUM	2" x 2" SQUARE TUBULAR STEEL	V-LOCK ANCHOR	6" BEHIND WALK OR CURB
9	EMERGENCY ACCESS ONLY 30" x 30"	RETROREFLECTIVE WHITE	RETROREFLECTIVE RED		7'	ALUMINUM	2" x 2" SQUARE TUBULAR STEEL	V-LOCK ANCHOR	6" BEHIND WALK OR CURB
10	NO PARKING ANY TIME right arrow 12" x 18"	RETROREFLECTIVE WHITE	RETROREFLECTIVE RED	R7-1	7'	ALUMINUM	2" x 2" SQUARE TUBULAR STEEL	V-LOCK ANCHOR	6" BEHIND WALK OR CURB
11	NO PARKING ANY TIME left & right arrow 12" x 18"	RETROREFLECTIVE WHITE	RETROREFLECTIVE RED	R7-1	7'	ALUMINUM	2" x 2" SQUARE TUBULAR STEEL	V-LOCK ANCHOR	6" BEHIND WALK OR CURB
12	KEEP diagonal arrow RIGHT 18" x 24"	RETROREFLECTIVE WHITE	BLACK	R4-7b	7'	ALUMINUM	2" x 2" SQUARE TUBULAR STEEL	V-LOCK ANCHOR	6" BEHIND WALK OR CURB
13	NO PARKING ANY TIME left arrow 12" x 18"	RETROREFLECTIVE WHITE	RETROREFLECTIVE RED	R7-1	7'	ALUMINUM	2" x 2" SQUARE TUBULAR STEEL	V-LOCK ANCHOR	6" BEHIND WALK OR CURB
14	NO PARKING ANY TIME left & right arrow 12" x 18"	RETROREFLECTIVE WHITE	RETROREFLECTIVE RED	R7-1	7'	ALUMINUM	2" x 2" SQUARE TUBULAR STEEL	V-LOCK ANCHOR	6" BEHIND WALK OR CURB
15	NO PARKING ANY TIME left & right arrow 12" x 18"	RETROREFLECTIVE WHITE	RETROREFLECTIVE RED	R7-1	7'	ALUMINUM	2" x 2" SQUARE TUBULAR STEEL	V-LOCK ANCHOR	6" BEHIND WALK OR CURB
16	DO NOT ENTER 30" x 30"	RETROREFLECTIVE WHITE	RETROREFLECTIVE RED	R5-1	7'	ALUMINUM	2" x 2" SQUARE TUBULAR STEEL	V-LOCK ANCHOR	6" BEHIND WALK OR CURB
17	DO NOT ENTER 30" x 30"	RETROREFLECTIVE WHITE	RETROREFLECTIVE RED	R5-1	7'	ALUMINUM	2" x 2" SQUARE TUBULAR STEEL	V-LOCK ANCHOR	6" BEHIND WALK OR CURB
18	STOP 30" Octagonal	RETROREFLECTIVE RED	RETROREFLECTIVE WHITE	R1-1	7'	ALUMINUM	2" x 2" SQUARE TUBULAR STEEL	V-LOCK ANCHOR	6" BEHIND WALK OR CURB
19	NO PARKING ANY TIME left & right arrow 12" x 18"	RETROREFLECTIVE WHITE	RETROREFLECTIVE RED	R7-1	7'	ALUMINUM	2" x 2" SQUARE TUBULAR STEEL	V-LOCK ANCHOR	6" BEHIND WALK OR CURB
20	ONE WAY right arrow 36"X12	RETROREFLECTIVE WHITE	BLACK	R6-1R	7'	ALUMINUM	2" x 2" SQUARE TUBULAR STEEL	V-LOCK ANCHOR	6" BEHIND WALK OR CURB
21	ONE WAY right arrow 36"X12	RETROREFLECTIVE WHITE	BLACK	R6-1R	7'	ALUMINUM	2" x 2" SQUARE TUBULAR STEEL	V-LOCK ANCHOR	6" BEHIND WALK OR CURB
22	NO PARKING LOADING ZONE left & right arrow 12" x 18"	RETROREFLECTIVE WHITE	RETROREFLECTIVE RED	R7-6	7'	ALUMINUM	2" x 2" SQUARE TUBULAR STEEL	V-LOCK ANCHOR	6" BEHIND WALK OR CURB
23	NO PARKING LOADING ZONE left & right arrow 12" x 18"	RETROREFLECTIVE WHITE	RETROREFLECTIVE RED	R7-6	7'	ALUMINUM	2" x 2" SQUARE TUBULAR STEEL	V-LOCK ANCHOR	6" BEHIND WALK OR CURB

SIGN SCHEDULE

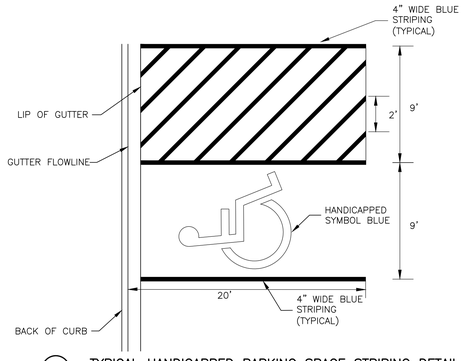
SIGN NUMBER	DESCRIPTION AND SIZE	BACKGROUND COLOR	LETTERS BORDER & SYMBOLS	MUTCD CODE	MOUNTING HEIGHT	NEW SIGN PANEL MATERIAL	SIGN POST	MINIMUM EMBEDMENT DEPTH	LOCATION
24a	RESERVED PARKING	GREEN	RETROREFLECTIVE WHITE	R7-8	7'	ALUMINUM	2" x 2" SQUARE TUBULAR STEEL	V-LOCK ANCHOR	6" BEHIND WALK OR CURB
	wheelchair symbol 12" x 18"	RETROREFLECTIVE BLUE							
24b	VAN ACCESSIBLE 12" x 6"	RETROREFLECTIVE GREEN	RETROREFLECTIVE WHITE	R7-8a					
25a	RESERVED PARKING	GREEN	RETROREFLECTIVE WHITE	R7-8	7'	ALUMINUM	2" x 2" SQUARE TUBULAR STEEL	V-LOCK ANCHOR	6" BEHIND WALK OR CURB
	wheelchair symbol 12" x 18"	RETROREFLECTIVE BLUE							
25b	VAN ACCESSIBLE 12" x 6"	RETROREFLECTIVE GREEN	RETROREFLECTIVE WHITE	R7-8a					
26a	RESERVED PARKING	GREEN	RETROREFLECTIVE WHITE	R7-8	7'	ALUMINUM	2" x 2" SQUARE TUBULAR STEEL	V-LOCK ANCHOR	6" BEHIND WALK OR CURB
	wheelchair symbol 12" x 18"	RETROREFLECTIVE BLUE							
26b	VAN ACCESSIBLE 12" x 6"	RETROREFLECTIVE GREEN	RETROREFLECTIVE WHITE	R7-8a					
27a	RESERVED PARKING	GREEN	RETROREFLECTIVE WHITE	R7-8	7'	ALUMINUM	2" x 2" SQUARE TUBULAR STEEL	V-LOCK ANCHOR	6" BEHIND WALK OR CURB
	wheelchair symbol 12" x 18"	RETROREFLECTIVE BLUE							
27b	VAN ACCESSIBLE 12" x 6"	RETROREFLECTIVE GREEN	RETROREFLECTIVE WHITE	R7-8a					
28a	RESERVED PARKING	GREEN	RETROREFLECTIVE WHITE	R7-8	7'	ALUMINUM	2" x 2" SQUARE TUBULAR STEEL	V-LOCK ANCHOR	6" BEHIND WALK OR CURB
	wheelchair symbol 12" x 18"	RETROREFLECTIVE BLUE							
28b	VAN ACCESSIBLE 12" x 6"	RETROREFLECTIVE GREEN	RETROREFLECTIVE WHITE	R7-8a					
29	NO PARKING ANY TIME left & right arrow 12" x 18"	RETROREFLECTIVE WHITE	RETROREFLECTIVE RED	R7-1	7'	ALUMINUM	2" x 2" SQUARE TUBULAR STEEL	V-LOCK ANCHOR	6" BEHIND WALK OR CURB



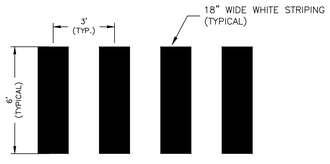
V-LOCK ANCHOR DETAIL
NOT TO SCALE



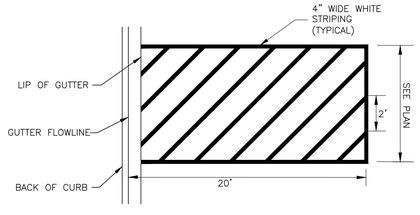
1 TYPICAL PARKING SPACE STRIPING DETAIL
NOT TO SCALE



2 TYPICAL HANDICAPPED PARKING SPACE STRIPING DETAIL
NOT TO SCALE



3 TYPICAL CROSS WALK STRIPING DETAIL
NOT TO SCALE



4 TYPICAL NO PARKING STRIPING DETAIL
NOT TO SCALE

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PROJECT

CASPER ICE ARENA ADDITION

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ISSUED SET PLANNING SUBMITTAL 4/10/26

REVISIONS

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Reg No. Date

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STRIPING DETAILS AND SIGN SCHEDULE

Drawn By: JLM Checked By: JLS

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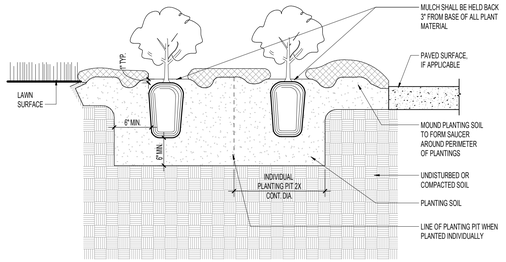


4 A1.0A **TYPICAL PLANTING DETAIL**
3/4" = 1'-0"

LANDSCAPE LEGEND

STREET KEEPER HONEYLOCUST TREE
HL

CHOKECHERRY TREE
CC

ESPRESSO KC TREE
KC

PRINCESS KAY PLUM TREE
PK

GREEN MOUND ALPINE CURRANT
GM

18 GRASS / SODDED AREAS
18 LANDSCAPE MULCH / ROCK AREAS
18 UNDISTURBED LAND
18 CONCRETE/ASPHALT
PEDESTRIAN SITE CIRCULATION
18 GORILLA HAIR MULCH- 6' DIA. AROUND TREES LOCATED IN GRASS
CHAIN LINK FENCE W/ TAN PRIVACY SLATS
WATER SERVICE CURB STOP
13 LIGHT POLE- SEE ELEC.
DIRECTIONAL SIGNAGE- SEE SHEETS C9.1 & C9.2
DETENTION POND
27 STORM LINE
27 WATER LINE
27 POWER LINE
27 SANITARY SEWER LINE
27 EXISTING SPRINKLERS

PLANT SPECIES SCHEDULE:

KEY	QTY	COMMON NAME	BOTANICAL NAME	MATURE DIMENSIONS
HL	19	STREET KEEPER HONEY LOCUST	GLEDISTIA TRIACANTHOS DRAVES	40'-50' HEIGHT, 18'-25' WIDE
CC	6	CHOKECHERRY	PRUNUS VIRGINIANA	20'-30' HEIGHT, 15'-25' WIDE
KC	2	ESPRESSO KENTUCKY COFFEE	GYMNOCLADUS DIOICUS	40'-50' HEIGHT, 30'-35' WIDE
PK	3	PRINCESS KAY PLUM	PRUNUS NIGRA	10'-15' HEIGHT, 7'-10' WIDE
GM	20	GREEN MOUND ALPINE CURRANT	RIBES ALPINUM	2'-3' HEIGHT, 2'-3' WIDE

SEEDING REQUIREMENTS:

IRRIGATED TURF SOD: 90% BLUEGRASS / 10% PERENNIAL GRASS MIX, LOCALLY SOURCED.
PREPARE SITE AND INSTALL SOD PER MANUFACTURER INSTRUCTIONS.

21 **SITE INFORMATION**

SUMMARY:
THE PROPOSED PROJECT WILL INCLUDE AN ADDITION WITH SEATING FOR 225. THE SEATING AND PARKING COUNTS TAKE INTO CONSIDERATION THE EXISTING 480 SEAT RINK TO PROVIDE ADEQUATE PARKING IN THE PROPOSED RINK PARKING LOT TO SERVE BOTH RINKS.

ZONING:
PH: PARK, HISTORIC
OVERALL PROPERTY LAND AREA: 1,374,753 SF OR 31.56 ACRES
TOTAL AREA OF LANDSCAPE BOUNDARY: +/- 334,251 SF OR +/- 7.67 ACRES'

BUILDING: CONSTRUCTION TYPE IIB
NUMBER OF STORIES ADDITION AREA: 1
EXISTING BUILDING AREA: 82,915 SF
EXTG BUILDING WITHIN LANDSCAPE BOUNDARY: 32,287 SF
BUILDING ADDITION AREA: 44,750 SF
TOTAL BUILDING AREA: 127,665
TOTAL BUILDING AREA WITHIN LANDSCAPE BOUNDARY: 77,037

PROPOSED AREAS:
GRASS/SODDED AREA (IRRIGATED): 49,140 SF
UNDISTURBED AREA: 77,430 SF
WALKWAYS: 14,736 SF
PARKING: 101,232 SF
ROCK/MULCH AREA (IRRIGATED): 9,021 SF
ROCK/MULCH AREA (NON-IRRIGATED): 5,655 SF
TOTAL: 257,214 SF

MINIMUM REQ'D LANDSCAPING AREA: 6%
PROVIDED LANDSCAPE AREA: 14.7%

NOTE:
LANDSCAPING AREA ONLY INCLUDES GRASS/SODDED AREA AS NOTED ABOVE

PARKING:
(STADIUM @ .26 SPACES PER SEAT)

PROPOSED:
EXISTING: 480 SEATS X (.26) = 125
ADDITION: 225 SEATS X (.26) = 59
PARKING REQ'D = 184 SPACES
PARKING PROVIDED: 187 SPACES
ADA PARKING PROVIDED: 5 SPACES

IRRIGATION AREAS:
GRASS/SODDED AREA: 50,136 SF
ROCK/MULCH AREA: 9,021 SF

8 **ZONING:**
MAX HEIGHT: 75'
ACTUAL HEIGHT: <40'

8 **SETBACKS:**
15' FROM PUBLIC ROAD RIGHT-OF-WAY REQUIRED
10' BUILDING SEPARATION REQUIRED

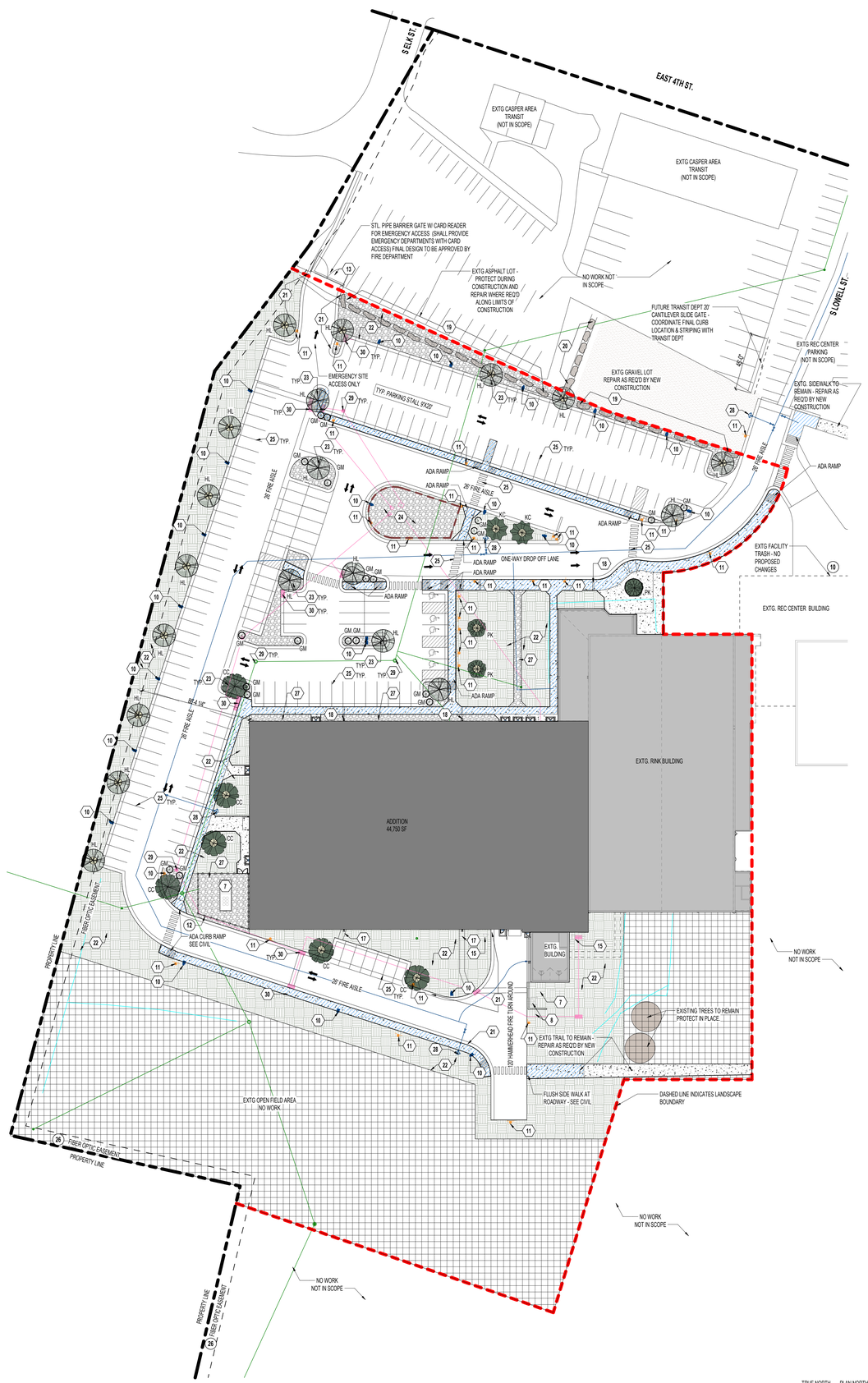
THE PROPOSED ADDITION COMPLIES WITH ALL APPLICABLE ZONING SETBACK REQUIREMENTS AND, DUE TO ITS PLACEMENT ON THE SITE, PROVIDES SETBACKS THAT SIGNIFICANTLY EXCEED THE MINIMUM STANDARDS.

LANDSCAPE NOTES

1. ALL LANDSCAPING SHALL BE INSTALLED, AND MAINTAINED IN COMPLIANCE WITH APPENDIX B – LANDSCAPING OF THE CASPER MUNICIPAL CODE, AS AMENDED.
2. ALL LANDSCAPED AREAS SHALL BE PROVIDED WITH A PERMANENT UNDERGROUND SPRINKLER OR DRIP IRRIGATION SYSTEM CAPABLE OF ADEQUATELY SERVING ALL LANDSCAPED AREAS. TIE NEW SYSTEM INTO EXISTING.
3. LANDSCAPING SHALL BE INSTALLED SO AS NOT TO INTERFERE WITH PUBLIC UTILITIES, DRAINAGE FACILITIES, PEDESTRIAN CIRCULATION, VEHICULAR ACCESS, OR REQUIRED SIGHT-DISTANCE AND TRAFFIC SAFETY AREAS.
4. EXISTING TREES AND VEGETATION SHALL BE PROTECTED DURING CONSTRUCTION.
5. ANY PLANT MATERIAL THAT DIES, BECOMES DAMAGED, OR FAILS TO COMPLY WITH THE APPROVED LANDSCAPING PLAN SHALL BE REPLACED BY CONTRACTOR. CONTRACTOR SHALL WARRANTY LANDSCAPE MATERIALS FOR 12 MONTHS FOLLOWING INSTALLATION.
6. ALL REQUIRED LANDSCAPING SHALL BE INSTALLED PRIOR TO ISSUANCE OF A CERTIFICATE OF OCCUPANCY UNLESS A WRITTEN EXTENSION IS APPROVED BY THE CITY.
7. ROCK GROUND COVER SHALL BE A MINIMUM OF 1" IN SIZE AND 2" IN DEPTH.

00 **KEYED SITE PLAN NOTES**

NO.	DESCRIPTION
7	MECHANICAL EQUIPMENT W/ CONCRETE PAD- VERIFY FINAL PAD SIZE AND REQUIRED CLEARANCES W/ MECH.
8	TRANSFORMER- SEE ELECTRICAL- VFY FINAL SIZE AND CLEARANCES REQ'D W/ ELECTRICAL
10	LIGHT POLES - SEE ELEC.
11	DIRECTIONAL SIGNAGE - SEE DETAIL ON SEE SHEET A1.1 AND SEE CIVIL.
13	ACCESS GATE WITH CARD READER FOR EMERGENCY ACCESS. PROVIDE POWER AND DATA STUBS. PROVIDED AND INSTALLED BY OWNER - FINAL DESIGN TO BE APPROVED BY FIRE DEPT.
15	MECH ELEC EQUIPMENT- SEE MEP DRAWINGS
17	CAST IN PLACE CONC. GUTTER - TERMINATE MIN. OF 8'-0" FROM BLDG - SEE CIVIL
18	CONC. DRAIN TROUGH - SEE CIVIL
19	EXISTING BOULDER- GC TO REMOVE, SALVAGE AND REINSTALL. GC TO CONFIRM FINAL LOCATION WITH TRANSIT DEPT BEFORE INSTALLATION (21-THUS)
20	EXISTING BOULDER TO REMAIN (8-THUS)
21	GC TO PAINT THE CURB RED, VERIFY FINAL LOCATIONS WITH FIRE MARSHALL BEFORE STARTING WORK.
22	SOD/SEEDING TO INCLUDE CONTRACTOR DESIGNED PERMANENT IRRIGATION SYSTEM.
23	RUN IRRIGATION LINE TO ROCK MULCH AREA AND PROVIDE DRIP ZONE FOR PLANTINGS.
24	DETENTION POND AREA, SEE CIVIL DRAWINGS FOR MORE INFORMATION.
25	PARKING SPACES AND PAVEMENT STRIPING. SEE CIVIL DRAWINGS. (TYPICAL SPACE 9'X20')
27	ROCK MULCH AREA - NON-IRRIGATED.
28	FIRE HYDRANT - SEE CIVIL
29	MANHOLE COVER PLATE - SEE CIVIL
30	STORMDRAIN - SEE CIVIL



1 A1.0A **LANDSCAPE PLAN**
1" = 40'-0" 6

TRUE NORTH PLAN NORTH 6

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6/5/26	P3	PLANNING REVISION #3

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Architect under the laws of the State of Wyoming

DANIEL J SCHAFF
NAME
C-3048 06-09-2026
Reg No. Date

LICENSED ARCHITECT DANIEL J. SCHAFF C-3048 Date: 6/9/26 STATE OF WYOMING

29 **LANDSCAPE PLAN**

Drawn By: CAW Checked By: JDA

A1.0A

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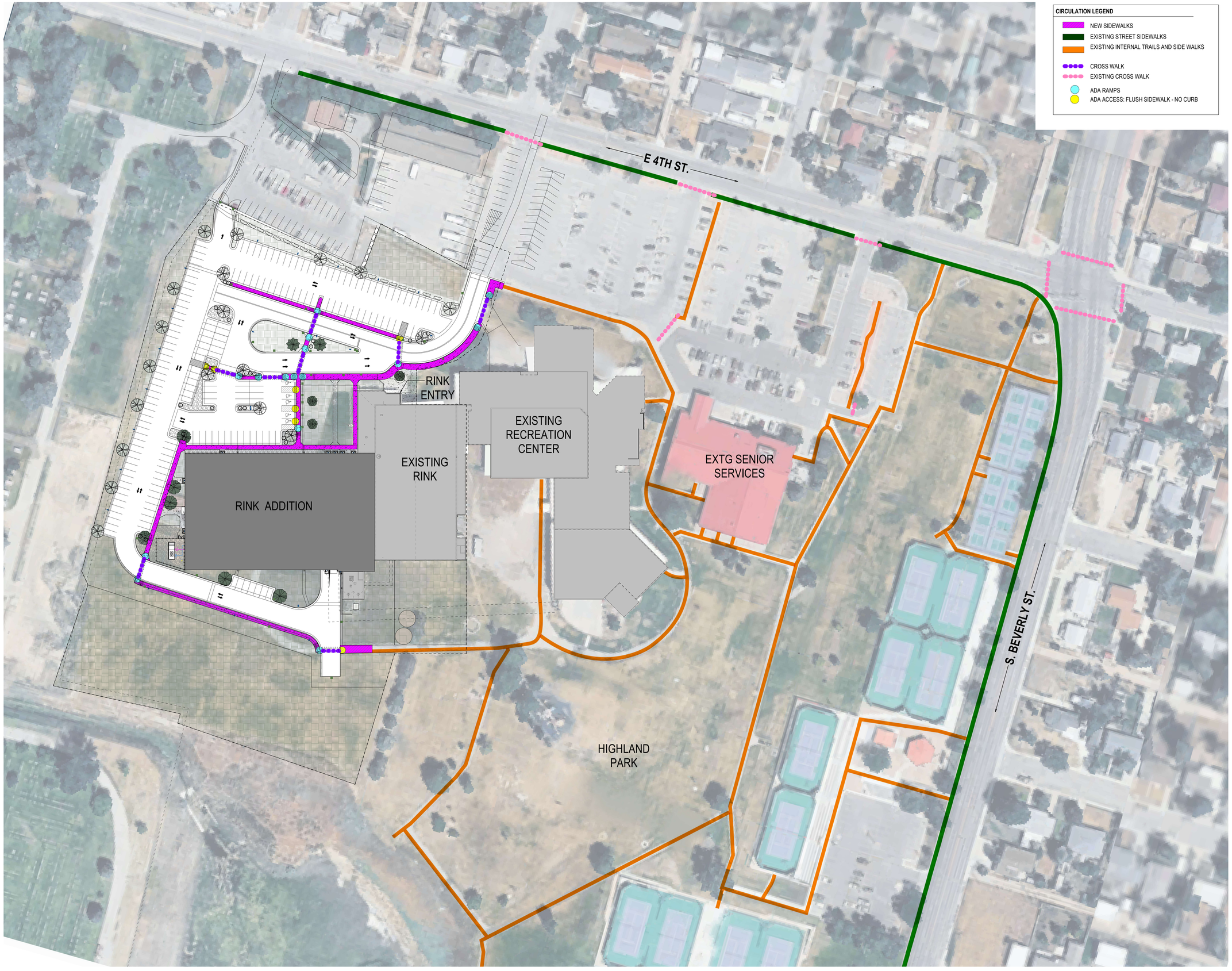

1 A1.0B SITE CIRCULATION PLAN
1" = 50'-0"

TRUE NORTH PLAN NORTH

HTG architects
www.htg-architects.com
Minneapolis Bismarck
1010 Mainstreet, Suite 100
Hopkins, MN 55343
Tel: 952.278.8880

PROJECT

CASPER ICE ARENA ADDITION

1801 E. 4th St.
CASPER, WY

ISSUED SET	BID-PERMIT SET 6-9-26

REVISIONS

DATE	NO	

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Architect under the laws of the State of Wyoming

DANIEL J SCHAFF
NAME
C-3048 06-09-2026
Reg No. Date

LICENSED ARCHITECT DANIEL J. SCHAFF C-3048 STATE OF WYOMING Date: 6/9/26

SITE CIRCULATION

Drawn By: CAW Checked By: JDA

A1.0B

231180

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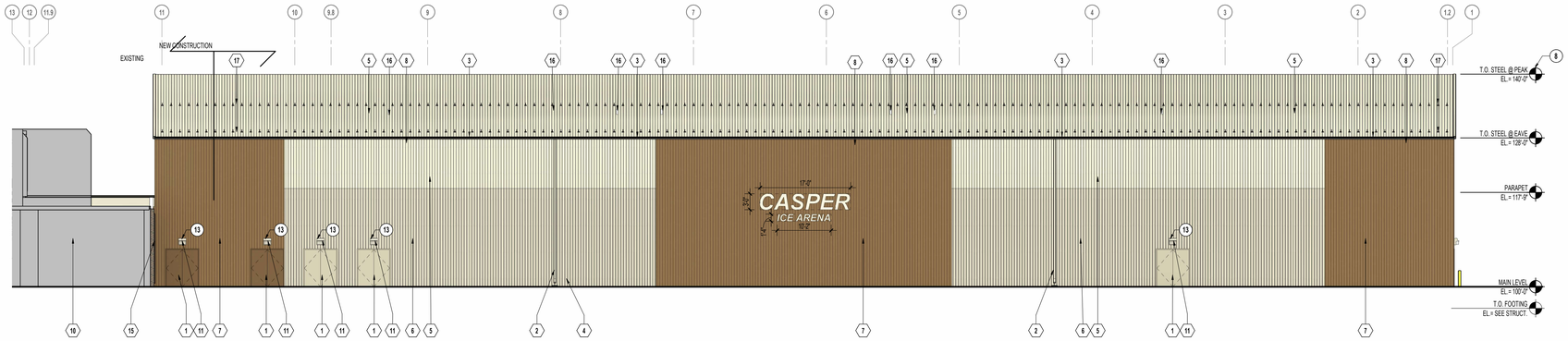
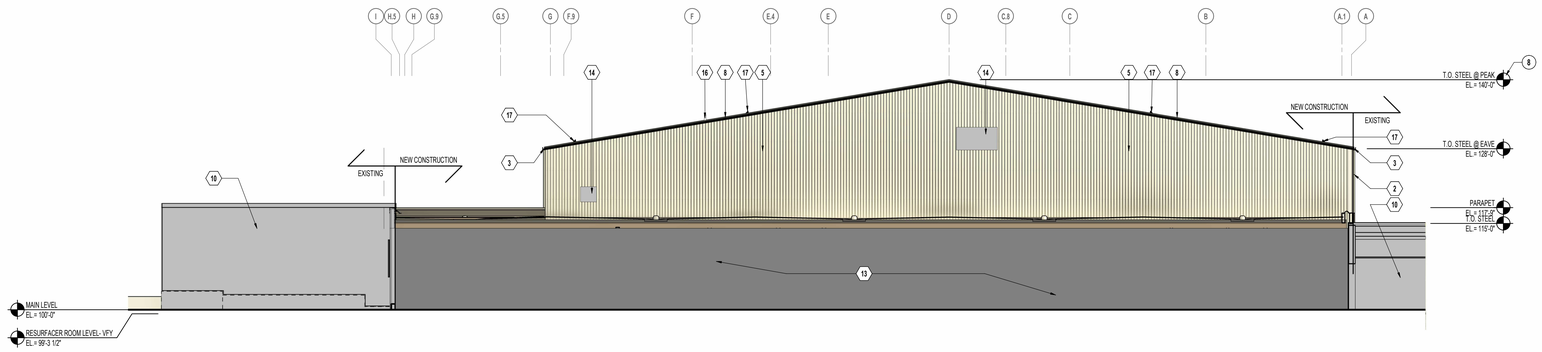
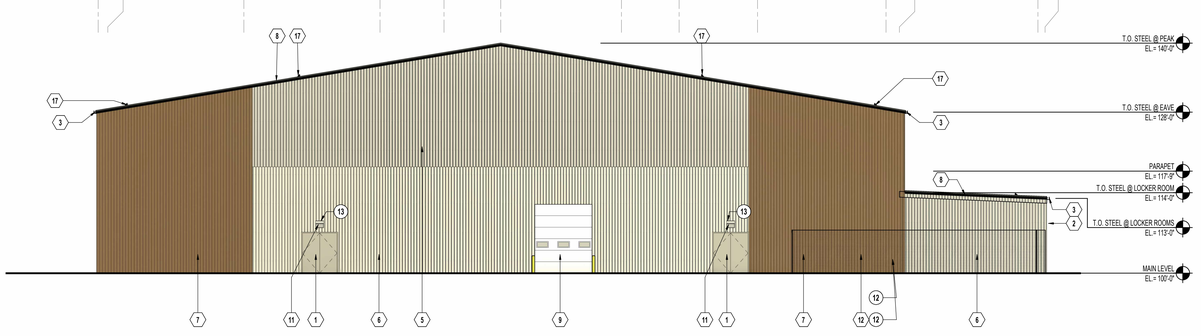


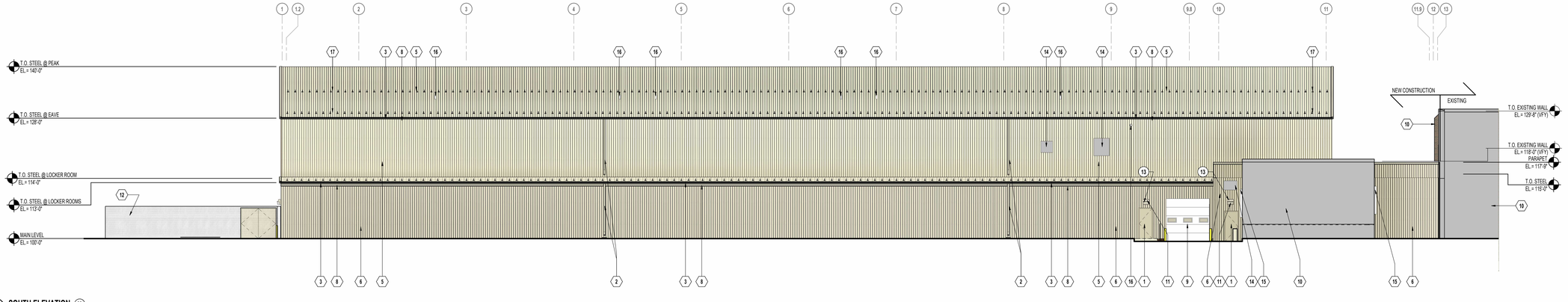
1 A3.1 **NORTH ELEVATION** (28)
3/32" = 1'-0"



2 A3.1 **EAST ELEVATION** (28)
3/32" = 1'-0"



3 A3.1 **WEST ELEVATION** (28)
3/32" = 1'-0"



4 A3.1 **SOUTH ELEVATION** (28)
3/32" = 1'-0"

00	KEYED EXTERIOR ELEVATION NOTES
NO.	DESCRIPTION
1	HOLLOW METAL DOOR & FRAME COLOR: TO MATCH SIDING COLOR
2	PREFINISHED MTL. DOWNSPOUT WITH PRECAST CONC. SPLASH BLOCKS
3	PREFINISHED METAL GUTTER COLOR: MATCH PANEL 'A'
4	DAYLIGHT RWL WITH PRECAST CONCRETE SPLASH BLOCK
5	METAL PANEL 'A' COLOR:
6	METAL PANEL 'B' COLOR:
7	METAL PANEL 'C' COLOR:
8	PREFINISHED METAL FASCIA COLOR: MATCH PANEL 'A'
9	HIGHLIFT INSULATED OVERHEAD DOOR
10	EXISTING FACEBRICK/BUIDLING
11	EXTERIOR WALL LIGHTING FIXTURE
12	CHAIN LINK FENCE W/ TAN PRIVACY SLATS
13	INTERIOR SPACE
14	LOUVER- FACTORY FINISHED/ COLOR TO BE SELECTED BY ARCHITECT- SEE MECH.
15	PREFABRICATED EXPANSION JOINT SYSTEM W/ INSULATED VAPOR BARRIER
16	INTAKE VENT AND OR FLUE - SEE MECH.
17	SNOW GUARD - SEE DETAIL ON SHEET A1.4.

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PROJECT

CASPER ICE ARENA ADDITION

1801 E. 4th St.
CASPER, WY

ISSUED SET BID-PERMIT SET 6-9-26

REVISIONS

DATE	NO	

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Architect under the laws of the State of Wyoming

DANIEL J SCHAFF
NAME
C-3048 06-09-2026
Reg No. Date

LICENSED ARCHITECT DANIEL J. SCHAFF C-3048 Date: 6/9/26 STATE OF WYOMING

EXTERIOR ELEVATIONS

Drawn By: CAW Checked By: JDA

A3.1

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1 R1.1 EXTERIOR PERSPECTIVE 28
12" = 1'-0"

2 R1.1 EXTERIOR PERSPECTIVE 28
12" = 1'-0"

3 R1.1 EXTERIOR PERSPECTIVE 28
12" = 1'-0"

4 R1.1 EXTERIOR PERSPECTIVE 28
12" = 1'-0"

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PROJECT

CASPER ICE ARENA ADDITION

1801 E. 4th St.
CASPER, WY

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DANIEL J SCHAFF
NAME
C-3048 06-09-2026
Reg No. Date

LICENSED ARCHITECT DANIEL J. SCHAFF C-3048 STATE OF WYOMING Date: 6/9/26

EXTERIOR RENDERS

Drawn By: CAW Checked By: JDA

R1.1

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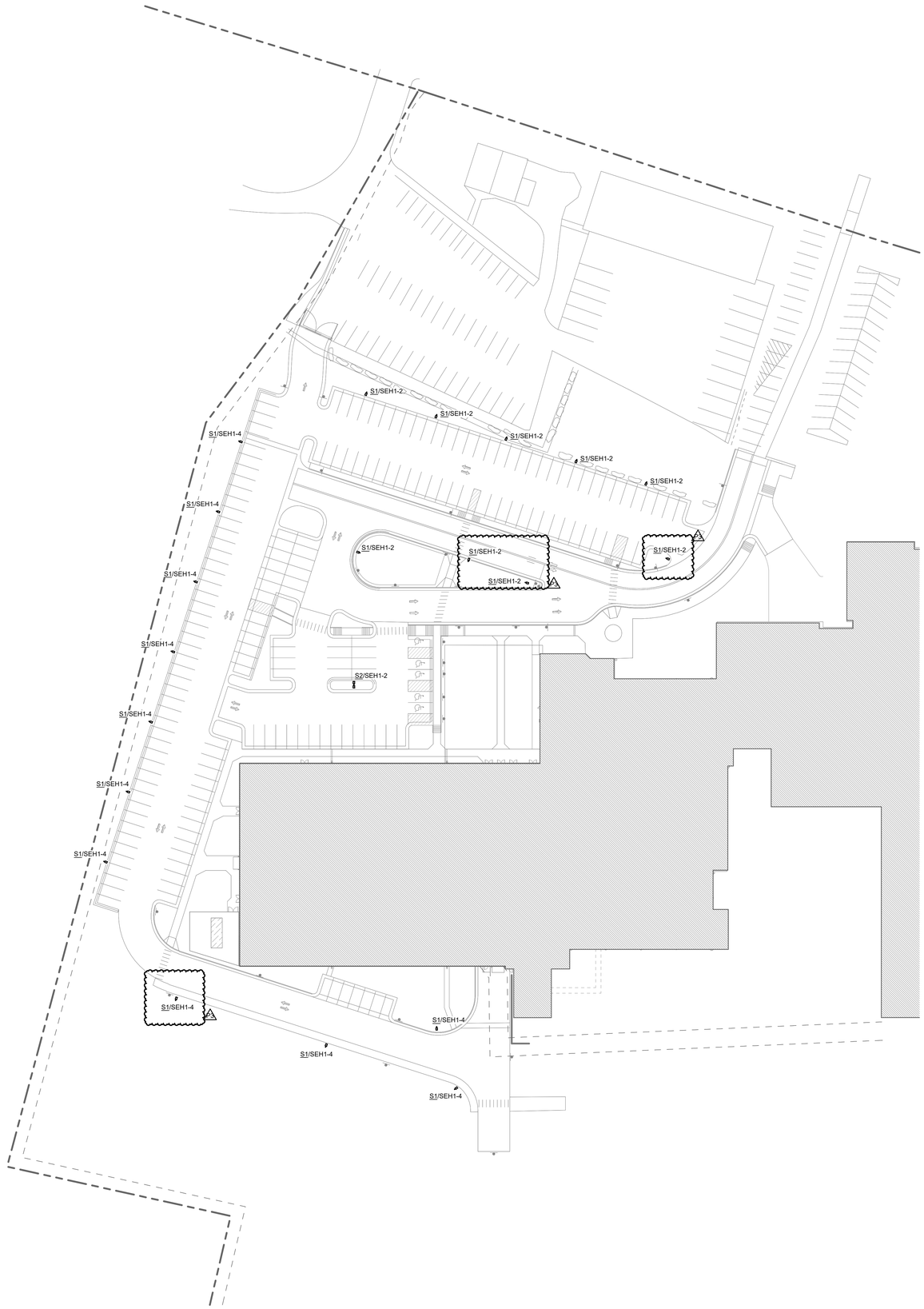
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S1/SEH1-4
S2/SEH1-2
S1/SEH1-4
S1/SEH1-4
S1/SEH1-4

RESOLUTION NO. 26-172

A RESOLUTION APPROVING THE SITE PLAN FOR THE CONSTRUCTION OF AN ADDITION TO THE CASPER ICE ARENA.

WHEREAS, an application has been made for site plan approval for the construction of a 44,590 square foot addition to the Casper Ice Arena located at 1801 East 4th Street, commonly know as the Casper Recreation Center and Ice Arena; and,

WHEREAS, the proposed addition exceeds 43,450 square feet, and requires review and approval by both the Planning and Zoning Commission and the City Council; and,

WHEREAS, the City of Casper Planning and Zoning Commission passed, after a public hearing, a motion recommending that the City Council approve said site plan, with three conditions; and,

WHEREAS, the governing body of the City of Casper finds that the above-described site plan for the construction of an addition to the Casper Ice Arena should be approved.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, this Resolution approving the site plan with the following conditions:

1. Final engineering plans shall be reviewed and approved by the City Engineer prior to the issuance of permits.

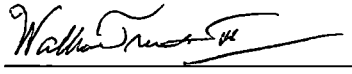
2. Prior to the issuance of a Certificate of Occupancy (C/O), final traffic control, signal timing, traffic signage, striping, off-site traffic improvements, and internal circulation improvements shall be reviewed and approved by the Fire Department and City Engineer for compliance with approved plans and conformance with the final Traffic Impact Analysis (TIA).

3. Emergency access shall be restricted to authorized use only, with final design and access control measures approved by the Fire Department.

BE IT FURTHER RESOLVED: That this Resolution and the site plan, attached hereto as Exhibit A, shall be recorded with the Natrona County Clerk.

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

_____
Amanda Ainsworth
City Clerk

_____
Ray Pacheco
Mayor

June 26, 2026

MEMO TO: Janine Jordan, City Manager

FROM: Liz Becher, Community Development Director
Vern Tystad, Transit Manager

SUBJECT: Authorizing a Contract for Professional Services with the Town of Evansville for FY27 Transit Services

Meeting Type & Date
Regular Council Meeting, July , 2026

Action Type
Resolution

Recommendation
That Council, by resolution, authorize a Contract for Professional Services with the Town of Evansville for FY27 transit services.

Summary
The City of Casper has contracted out the demand response system for the Town of Evansville under contractual arrangements since 1982 and fixed route service since April of 2005. The City will continue to provide professional services for the demand response and fixed route transportation for the Town of Evansville and members of its general public, elderly and disabled. The Town of Evansville desires to retain the City of Casper for these transportation services.

Financial Considerations
The City of Casper will receive an amount not to exceed $41,303.19 for fixed route transit services in FY27.

Council Adopted Goals
☒ Fiscal Stability

Oversight/Project Responsibility:
Liz Becher, Community Development Director
Vern Tystad, Transit Manager

Attachments:
Resolution
Contract for Professional Services

CONTRACT FOR TRANSPORTATION SERVICES

This Contract for Transportation Services ("**Contract**") is entered into on this 13th day of July, 2026, by and between the City of Casper ("**Casper**"), Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 and the Town of Evansville ("**Evansville**"), Wyoming, a Wyoming municipal corporation, 235 Curtis Street, Evansville, Wyoming 82636.

Throughout this document, Casper and Evansville may be collectively referred to as the "parties."

RECITALS

WHEREAS, Casper is undertaking a project to support transit services within the boundaries of Natrona County, Wyoming which are near to it, but are also outside of city limits of the City of Casper; and

WHEREAS, the project requires Transportation services for the demand response and fixed route transportation for Evansville and members of its general public; and

WHEREAS, Casper represents that it is ready, willing, and able to provide the Transportation services to Evansville as required by this Contract; and

WHEREAS, Evansville desires to contract with Casper for the provision of such services.

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein to be performed, the parties agree as follows:

PART I. GENERAL TERMS AND CONDITIONS

1. SCOPE OF SERVICES:

Casper, through its Casper Community Development Department, shall be responsible for administering this Contract and providing grant administration services. The Community Development Director is the City Manager's authorized representative and shall so serve as liaison to Evansville.

Casper shall perform the following services in connection with and respecting the project:

A. Casper shall operate a demand response transportation system for the urbanized area of Evansville. Casper shall place an emphasis on services for the elderly and disabled.

B. Casper shall operate a fixed route transportation system for the general public

within the boundaries of Evansville.

C. Casper shall provide a demand response transportation service, at a minimum, from 7:00 a.m. to 6:00 p.m. on Monday through Friday, and on Saturday from 7:30 a.m. to 3:30 p.m.; provided, however, that Casper may discontinue transportation on the following holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day; or, other holidays as deemed appropriate by Casper.

D. Casper shall provide a fixed route transportation service, at a minimum, from 7:00 a.m. to 6:00 p.m. on Monday through Friday. Casper may discontinue fixed route transportation on the following holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day; or, other holidays as deemed appropriate by Casper.

E. Casper shall promote the services offered through appropriate informational programs.

F. Casper shall provide such other related services, which from time to time, may be mutually agreed upon in writing by the parties hereto.

G. Fares:

i. Fares and methods of fare payment charged to passengers and attendants shall be set by Casper; provided, however, that pursuant to Section 5(m) of the Urban Mass Transportation Act of 1964, fares charged elderly and disabled persons shall not exceed one half of the fares charged to the general public. The cash fares paid by passengers and/or service contracts shall be the property of Casper and considered program income. Casper has the option to alter fares during the course of the Contract. Casper will notify Evansville of its plans to implement its fare changes sixty (60) days in advance of the proposed fare change. For the purpose of this Contract, the demand response fare shall be Two Dollars and Fifty cents ($2.50) for the elderly and disabled and Five Dollars ($5.00) for the general public per trip. Children twelve (12) years of age and younger shall ride for One Dollar ($1.00) as long as they are accompanied by a parent or guardian. The fare shall continue until such time as amended by Casper.

ii. General fixed route fare is One Dollar and Twenty-Five cents ($1.25) per trip, Reduced fare is Fifty cents ($0.50), and children five (5) years and under are free. While the general fixed route fares are set by Casper, the criteria for reduced fare are determined by the Americans with Disabilities Act.

iii. A route deviation is an additional $1.00 for all riders.

H. Group Trips

i. Evansville shall notify the Community Development Director in writing of all special group trip requests at least ten (10) days in advance. Public (not private) use of transit vehicles by Casper staff is permitted under certain conditions. Casper may use transit vehicles for non-transit related purposes for up to eighty (80) hours per year under 49 CFR Part 604.

ii. Casper agrees to provide said service at the average hourly operating rate plus ten percent (10%) for additional costs and overhead.

2. TIME OF PERFORMANCE:

The services of Casper shall be undertaken on July 1, 2026, and completed on or before June 30, 2027.

3. COMPENSATION:

A. In consideration of the performance of services rendered under this Contract, Casper shall be compensated for services performed in accordance with paragraph 1, not to exceed a sum of Forty-One Thousand Three Hundred Three Dollars and Nineteen Cents ($41,303.19) for FY 2027. See Exhibit A, attached hereto and made part of this Contract.

B. This Contract is specifically made subject to Casper receiving funding from the United States Department of Transportation, Federal Transit Administration (FTA). In the event that Casper fails to receive any of the aforementioned funds or has insufficient local match required for the grants, this Contract shall be subject to modification or termination as provided by the Terms and Conditions herein.

C. This Contract is specifically made subject to the Council-approved FY 2027 budget, related, but not limited to, Casper's General Fund and Casper's 1% #17 Fund. If budget amendments occur that reduce this Contract's Compensation for services, found in Section 3, then this Contract's Scope of Services, found in Section 1, may also be amended by ways of, but not limited to, service reductions, reduced hours, or fixed-route system modifications.

D. Evansville will be invoiced by Casper on an annual basis based on the days and hours of service and the cost per service hour. Evansville will pay Casper the invoiced annually amount for transit operations up to an amount not to exceed Forty-One Thousand Three Hundred Three Dollars and Nineteen Cents ($41,303.19) no later than July 31, 2027 for FY 2027.

4. METHOD OF PAYMENT:

Evansville's payment will be made following completion of the terms set forth herein and receipt of an itemized invoice, certified under penalty of perjury, from Casper for services rendered in conformance with the Contract.

5. EXTENT OF CONTRACT:

A. This Contract represents the entire and integrated Agreement between Casper and Evansville, and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended only by written instrument signed by both Casper's and Evansville's authorized representatives.
B. Casper and Evansville each individually represent that they have the requisite authority to execute this Contract and perform the services described in this Contract.

6. TERMINATION OF CONTRACT:

A. Casper may terminate this Contract anytime by providing ninety (90) days written notice to Evansville of intent to terminate said Contract. In such event, all finished or unfinished documents, data, studies and reports prepared by Casper under this Contract shall, at the option of Casper, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

B. Notwithstanding the above, Evansville shall not be relieved of liability to Casper for damages sustained by Casper, by virtue of termination of the Contract by Evansville, or any breach of the Contract by Evansville, and Casper may withhold any services for the purpose of setoff until such time as the exact amount of damages due Casper from Evansville are determined.

7. CHANGES:

Casper may, from time to time, request changes in the scope of the services of the Contract. Such changes, including any increase or decrease in the amount of compensation, which is mutually agreed upon between Casper and Evansville, shall be incorporated in written amendments to this Contract. There shall be no increase in the amount of compensation unless approved by Resolution adopted by Casper.

8. ASSIGNABILITY:

This Contract may not be assigned without the prior written approval of both parties hereto.

9. AUDIT:

Casper and its representatives shall have access and obtain at its discretion, copies to any books, documents, papers, electronic data and records of Evansville, which are pertinent to this Contract. Evansville shall immediately, upon receiving written instruction from Casper, provide to any independent auditor or accountant all books, documents, papers, electronic data and recordings of Evansville which are pertinent to this Contract. Evansville shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by Casper.

10. EQUAL EMPLOYMENT OPPORTUNITY:

In carrying out the program, no party hereto shall discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The parties shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, or disability. Such action shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Casper shall post in conspicuous places, available to employees and applicants for employment, notices required by the government setting forth the provisions of this nondiscrimination clause. Casper shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability.

11. OWNER OF PROJECT MATERIALS:

All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, and reports prepared under this Contract shall be considered the property of Casper, and upon completion of the services to be performed, or termination of this agreement, they will be turned over to Casper provided that, in any case, Evansville may, at no additional expense to Casper, make and retain such additional copies thereof as Evansville desires for its own use; and provided further, that in no event may any of the documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, or other reports retained by Evansville be released to any person, agency, corporation, or organization without the written consent of Casper, except as may be required at law.

12. FINDINGS CONFIDENTIAL:

All reports, information, data, etc., given to or prepared, or assembled by Evansville under this Contract are confidential and shall not be made available to any individual or organization by Evansville without the prior written consent of Casper, except as otherwise required at law.

13. GOVERNING LAW AND VENUE:

This Contract shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the parties. The venue shall be the Seventh Judicial District, Natrona County, Wyoming. The Parties shall also comply with all applicable laws, ordinances, and codes of the local, state, or federal governments and shall not trespass on any public or private property in performing any of the work embraced by this Contract.

14. INSURANCE AND INDEMNIFICATION:

Each party to this Contract shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend or indemnify the other.

The Town of Evansville will provide property and liability insurance on Bus #94 and provide a Certificate of Insurance annually to the City of Casper Risk Management Division.

The minimum coverage shall be at least as broad as:

A. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than the sum of Two Hundred Fifty Thousand Dollars ($250,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Five Hundred Thousand Dollars ($500,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location. The CGL policy shall be endorsed to contain Employers Liability/Stop Gap Coverage.

B. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), with limit no less than Five Hundred Thousand ($500,000) per accident for bodily injury and property damage.

Nothing in this Contract is intended to waive Casper's governmental immunity, or that of Evansville. Casper and Evansville do not waive any right or rights they may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et seq., and Casper specifically reserves the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

15. NO THIRD PARTY BENEFICIARY RIGHTS:

The parties to this Contract do not intend to create in any other individual or entity the status of third-party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties and obligations contained in this Contract shall operate only between the parties

to this Contract, and shall inure solely to the benefit of the parties to this Contract. The parties to this Contract intend and expressly agree that only parties signatory to this Contract shall have any legal or equitable right to seek to enforce this Contract, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Contract, or to bring an action for the breach of this Contract.

16. FORCE MAJEURE:

Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, pandemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.

17. ELECTRONIC SIGNATURES:

The parties understand and agree that they have the right to execute this Contract through paper or through electronic signature technology, which is in compliance with Wyoming and federal law governing electronic signatures. The parties agree that to the extent they sign electronically, their electronic signature is the legally binding equivalent to their handwritten signature. Whenever they execute an electronic signature, it has the same validity and meaning as their handwritten signature. They will not, at any time in the future, repudiate the meaning of their electronic signature or claim that their electronic signature is not legally binding. They agree not to object to the admissibility of this Contract as an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the grounds that it is an electronic record or electronic signature or that it is not in its original form or is not an original. Each party will immediately request that their electronic signature be revoked in writing if they discover or suspect that it has been or is in danger of being lost, disclosed, compromised or subjected to unauthorized use in any way. If either party would like a paper copy of this Contract, they may request a copy from the other party, and the other party shall provide it.

18. EFFECTIVE DATE:

The effective date of this Contract shall be July 1, 2026.

19. INCORPORATION OF RECITALS.

The recitals set forth above are hereby incorporated herein at this point as if fully set forth as part hereof.

PART II. FEDERAL TRANSIT ADMINISTRATION (FTA) REQUIRED CLAUSES

For the purposes of this section for the FTA required clauses, the Agency is the City of Casper and the Contractor is the Town of Evansville.

1. Incorporation of Federal Transit Administration (FTA) Terms

The provisions within include, in part, certain Standard Terms and Conditions required under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR § 200), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, detailed in 2 CFR § 200 or as amended by 2 CFR § 1201, or the most recent version of FTA Circular 4220.1 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request which would cause a violation of the FTA terms and conditions.

2. Notice to Third Party Participants

Federal requirements that apply to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto may change due to changes in federal law, regulation, other requirements, or guidance, or changes in the Recipient's Underlying Agreement including any information incorporated by reference and made part of that Underlying Agreement; and

Applicable changes to those federal requirements will apply to each Third Party Agreement and parties thereto at any tier.

3. Civil Rights Laws and Regulations

The following Federal Civil Rights laws and regulations apply to all contracts.

A. Federal Equal Employment Opportunity (EEO) Requirements. These include, but are not limited to:

i. Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity.

ii. Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, "Equal Employment Opportunity," September 24, 1965, as amended, prohibit

discrimination in employment on the basis of race, color, religion, sex, or national origin.

B. Nondiscrimination on the Basis of Sex. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25 prohibit discrimination on the basis of sex.

C. Nondiscrimination on the Basis of Age. The "Age Discrimination Act of 1975," as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.

D. Federal Protections for Individuals with Disabilities. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

4. Civil Rights and Equal Opportunity

The Agency is an Equal Opportunity Employer. As such, the Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Agency agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

A. Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing

regulations and other implementing requirements FTA may issue.

B. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

C. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any Implementing requirements FTA may issue.

D. Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

E. Promoting Free Speech and Religious Liberty. The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

5. Disadvantaged Business Enterprise (DBE)

A. It is the policy of the Agency and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's"), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts.

B. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Agency deems appropriate, which may include, but is not limited to:

i. Withholding monthly progress payments;

ii. Assessing sanctions;

iii. Liquidated damages; and/or

iv. Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

C. Prime contractors are required to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the Agency makes to the prime contractor. 49 C.F.R. § 26.29(a).

D. Finally, for contracts with defined DBE contract goals, each FTA Recipient must include in each prime contract a provision stating that the contractor shall utilize the specific DBEs listed unless the contractor obtains the Agency's written consent; and that, unless the Agency's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

6. No Government Obligation to Third Parties

The Recipient and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Recipient, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further

agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

7. Program Fraud and False or Fraudulent Statements and Related Acts

A. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

B. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

C. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

8. Prompt Payment

A. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

B. The contractor must promptly notify the Agency, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work and

must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the Agency.

9. Access to Records and Reports

A. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, leases, subcontracts, arrangements, other third party Contracts of any type, and supporting materials related to those records.

B. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.334. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

C. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance ofthis contract in accordance with 2 CFR § 200.337.

D. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract in accordance with 2 CFR §200.337.

10. Energy Conservation

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C.§ 6201).

11. Safe Operation of Motor Vehicles

A. Seat Belt Use

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles,

company rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or Agency.

B. Distracted Driving

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contactor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract.

12. Trafficking in Persons

A. The contractor agrees that it and its employees that participate in the Recipient's Award, may not:

i. Engage in severe forms of trafficking in persons during the period of time that the Recipient's Award is in effect;

ii. Procure a commercial sex act during the period of time that the Recipient's Award is in effect; or

iii. Use forced labor in the performance of the Recipient's Award or subagreements thereunder.

13. Federal Tax Liability and Recent Felony Convictions

A. The contractor certifies that it:

i. Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

ii. Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

B. If the contractor cannot so certify, the Recipient will refer the matter to FTA and not enter into any Third Party Agreement with the Third Party Participant without FTA's written approval.

C. Flow-Down. The Recipient agrees to require the contractor to flow this requirement down to participants at all lower tiers, without regard to the value of any subagreement.

14. Termination

A. Termination for Convenience (General Provision)

The Agency may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Agency's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Agency to be paid the Contractor. If the Contractor has any property in its possession belonging to Agency, the Contractor will account for the same, and dispose of it in the manner Agency directs.

B. Termination for Default Breach or Cause (General Provision)

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Agency may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the Agency that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the Agency, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

C. Opportunity to Cure (General Provision)

The Agency, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor 10 days in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions

D. If Contractor fails to remedy to Agency's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within 10 days after receipt by Contractor of written notice from Agency setting forth the nature of said breach or default, Agency shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Agency from also pursuing all available remedies against Contractor and its sureties for said breach or default.

E. Waiver of Remedies for any Breach

In the event that Agency elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by Agency shall not limit

Agency's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

F. Termination for Convenience (Professional or Transit Service Contracts)

The Agency, by written notice, may terminate this contract, in whole or in part, when it is in the Agency's interest. If this contract is terminated, the Agency shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

G. Termination for Default (Supplies and Service)

If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

H. Termination for Default (Transportation Services)

If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

I. If this contract is terminated while the Contractor has possession of Agency goods, the Contractor shall, upon direction of the Agency, protect and preserve the goods until surrendered to the Agency or its agent. The Contractor and Agency shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

J. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

K. Termination for Default (Construction)

If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this contract or any

extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provision of this contract, Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Agency may take over the work and compete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Agency resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Agency in completing the work.

L. The Contractor's right to proceed shall not be terminated nor shall the Contractor be charged with damages under this clause if:

i. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of Agency, acts of another contractor in the performance ofa contract with Agency, epidemics, quarantine restrictions, strikes, freight embargoes; and

ii. The Contractor, within 10 days from the beginning of any delay, notifies Agency in writing of the causes of delay. If, in the judgment of Agency, the delay is excusable, the time for completing the work shall be extended. The judgment of Agency shall be final and conclusive for the parties, but subject to appeal under the Disputes clause(s) of this contract.

iii. If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Agency.

M. Termination for Convenience or Default (Architect and Engineering)

The Agency may terminate this contract in whole or in part, for the Agency's convenience or because of the failure of the Contractor to fulfill the contract obligations. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Agency 's Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. Agency has a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials.

N. If the termination is for the convenience of the Agency, the Agency's Contracting

Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

O. If the termination is for failure of the Contractor to fulfill the contract obligations, the Agency may complete the work by contact or otherwise and the Contractor shall be liable for any additional cost incurred by the Agency.

P. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Agency.

Q. Termination for Convenience or Default (Cost-Type Contracts)

The Agency may terminate this contract, or any portion of it, by serving a Notice of Termination on the Contractor. The notice shall state whether the termination is for convenience of Agency or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the Contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the Agency, or property supplied to the Contractor by the Agency. If the termination is for default, the Agency may fix the fee, if the contract provides for a fee, to be paid the Contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the Agency and the parties shall negotiate the termination settlement to be paid the Contractor.

R. If the termination is for the convenience of Agency, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

S. If, after serving a Notice of Termination for Default, the Agency determines that the Contractor has an excusable reason for not performing, the Agency, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

15. Debarment and Suspension

A. The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of $25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally

funded contract and are not presently declared by any Federal department or agency to be:

i. Debarred from participation in any federally assisted Award;

ii. Suspended from participation in any federally assisted Award;

iii. Proposed for debarment from participation in any federally assisted Award;

iv. Declared ineligible to participate in any federally assisted Award;

v. Voluntarily excluded from participation in any federally assisted Award; or

vi. Disqualified from participation in ay federally assisted Award.

B. By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

C. The certification in this clause is a material representation of fact relied upon by the AGENCY. If it is later determined by the AGENCY that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

16. Notification to FTA

A. If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third Party Agreements and must require each Third Party Participant to include an equivalent provision in its subagreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

B. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

C. Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or

enforcement of federal laws, regulations, and requirements.

D. The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient.

17. Americans with Disabilities Act (ADA)

The contractor agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act. In addition, the contractor agrees to comply with any and all applicable requirements issued by the FTA, DOT, DOJ, U.S. GSA, U.S. EEOC, U.S. FCC, any subsequent amendments thereto and any other nondiscrimination statute(s) that may apply to the Project.

18. Access to Third Party Contract Records

Where the Purchaser is not a State but a local government and is the FTA Recipient or a sub grantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his/her authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49

U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11). The provisions within include, in part, certain Standard Terms and Conditions required under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR § 200), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, detailed in 2 CFR § 200 or as amended by 2 CFR § 1201, or the most recent version of FTA Circular 4220.1 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request which would cause a violation of the FTA terms and conditions.

19. Changes to Federal Requirements

The Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Contract (the FTA Master Contract) between NAIPTA and the FTA, as they may be amended or promulgated from time to time during the term of the Contract. Contractor's failure to so comply shall constitute a material breach of the Contract.

20. Prohibition on Certain Telecommunication Equipment

The contractor is prohibited from the uses of covered telecommunications equipment or services as a substantial or essential component of a system or as a critical technology. Covered telecommunications equipment or services includes telecommunications or video surveillance equipment or services provided by entities deemed to be a risk by the U.S. government. Contractors are required to report to the contracting officer if they identify the use of covered equipment or services during the contract performance. This prohibition is implemented through the Federal Acquisition Regulation (FAR) and requires contractors to make representations regarding the use of covered equipment or services.

21. Transit Employee Protective Arrangements

The Contractor agrees to comply with the following employee protective arrangements of 49 U.S.C. § 5333(b):

A. U.S. DOL Certification. Under this Contract or any Amendments thereto that involve public transportation operations that are supported with federal assistance, a certification issued by U.S. DOL is a condition of the Contract.
B. Special Warranty. When the Contract involves public transportation operations and is supported with federal assistance appropriated or made available for 49 U.S.C. § 5311, U.S. DOL will provide a Special Warranty for its Award, including its Award of federal assistance under the Tribal Transit Program. The U.S. DOL Special Warranty is a condition of the Contract.
C. Special Arrangements. The conditions of 49 U.S.C. § 5333(b) do not apply to Contractors providing public transportation operations pursuant to 49 U.S.C. § 5310. FTA reserves the right to make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate, and, in those instances, any special arrangements required by FTA will be incorporated herein as required.

22. School Bus Operations

The contractor agrees to comply with 49 U.S.C. 5323(f), and 49 C.F.R. part 604, and not engage in school bus operations using federally funded equipment or facilities in competition with private operators of school buses, except as permitted under:

A. Federal transit laws, specifically 49 U.S.C. § 5323(f);
B. FTA regulations, "School Bus Operations," 49 C.F.R. part 605;
C. Any other Federal School Bus regulations; or
D. Federal guidance, except as FTA determines otherwise in writing.

If Contractor violates this School Bus Agreement, FTA may:

A. Bar the Contractor from receiving Federal assistance for public transportation; or
B. Require the contractor to take such remedial measures as FTA considers appropriate.

When operating exclusive school bus service under an allowable exemption, the contractor may not use federally funded equipment, vehicles, or facilities.

The Contractor should include the substance of this clause in each subcontract or purchase under this contract that may operate public transportation services.

23. Charter Service

The contractor agrees to comply with 49 U.S.C. 5323(d), 5323(r), and 49 C.F.R. part 604, which provides that Recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except as permitted under:

A. Federal transit laws, specifically 49 U.S.C. § 5323(d);
B. FTA regulations, "Charter Service," 49 C.F.R. part 604;
C. Any other federal Charter Service regulations; or
D. Federal guidance, except as FTA determines otherwise in writing.

The contractor agrees that if it engages in a pattern of violations of FTA's Charter Service regulations, FTA may require corrective measures or impose remedies on it. These corrective measures and remedies may include:

A. Barring it or any subcontractor operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA;
B. Withholding an amount of federal assistance as provided by Appendix D to part 604 of FTA's Charter Service regulations; or
C. Any other appropriate remedy that may apply.

The contractor should also include the substance of this clause in each subcontract that may involve operating public transit services.

24. Substance Abuse Requirements

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. part 655, produce any documentation necessary to establish its compliance with part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency, or Agency, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. part 655 and review the testing process. The Contractor agrees further to certify annually its compliance with part 655 and to submit the Management Information System (MIS) reports to the Agency.

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City of Casper, Wyoming

Signature Page

Dated this_____ day of _____, 2026.

APPROVED AS TO FORM:

ATTEST

Amanda Ainsworth
City Clerk

CITY OF CASPER, WYOMING

Ray Pacheco
Mayor

Town of Evansville, Wyoming

Signature Page

Dated this 13th day of July, 2026.

APPROVED AS TO FORM

_____

ATTEST

Janelle Underwood
Town Clerk

TOWN OF EVANSVILLE, WYOMING

Ernie Blackford
Mayor

EXHIBIT A

Transit Billing FY27 Forecast
Town of Evansville

5/11/2026

Month	#days	Hours	Cost per service hour	Total	Black Cat grant	Balance	Notes
		8.3	(fuel, maint., personnel)		56% of total	owed Casper	
July - 2026	22.64	187.912	44.62	$ 8,384.24	$ 4,695.17	$ 3,689.07	4th of July
August - 2026	21	174.3	44.62	$ 7,776.90	$ 4,355.06	$ 3,421.84	
September - 2026	21	174.3	44.62	$ 7,776.90	$ 4,355.06	$ 3,421.84	Labor Day
October - 2026	21.64	179.612	44.62	$ 8,013.91	$ 4,487.79	$ 3,526.12	Columbus Day
November - 2026	18.64	154.712	44.62	$ 6,902.93	$ 3,865.64	$ 3,037.29	Veterans/Thanks.
December - 2026	21.64	179.612	44.62	$ 8,013.91	$ 4,487.79	$ 3,526.12	Christmas
January - 2027	19.64	163.012	44.62	$ 7,273.25	$ 4,073.02	$ 3,200.23	New Years/MLK
February -2027	19.64	163.012	44.62	$ 7,273.25	$ 4,073.02	$ 3,200.23	President's Day
March - 2027	23	190.9	44.62	$ 8,517.56	$ 4,769.83	$ 3,747.73	
April - 2027	22	182.6	44.62	$ 8,147.23	$ 4,562.45	$ 3,584.78	
May - 2027	20.64	171.312	44.62	$ 7,643.58	$ 4,280.41	$ 3,363.18	Memorial Day
June - 2027	22	182.6	44.62	$ 8,147.23	$ 4,562.45	$ 3,584.78	
				$ 93,870.90	$ 52,567.70	$ 41,303.19	

RESOLUTION NO. 26-173

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES FOR TRANSIT SERVICES FOR THE TOWN OF EVANSVILLE, A WYOMING MUNICIPALITY, FOR FISCAL YEAR 2027.

WHEREAS, the City of Casper, Wyoming, ("Casper") a Wyoming municipal corporation, is undertaking a project to support transit services within the boundaries of Natrona County, Wyoming, which are near to it, but are outside of city limits of the City of Casper; and

WHEREAS, the project requires transportation services for the demand response and fixed route transportation for the Town of Evansville ("Evansville") and members of its general public; and

WHEREAS, Casper represents that it is ready, willing, and able to provide the Transportation services to Evansville as required by the Contract; and

WHEREAS, Evansville desires to contract with Casper for the provision of such services.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a Contract for Transportation Services between the City of Casper and the Town of Evansville, a Wyoming municipality, for Fiscal Year 2027, in an amount not to exceed Forty One Thousand Three Hundred Three Dollars and Nineteen Cents ($41,303.19).

BE IT FURTHER RESOLVED: That the Contract amount for the Town of Evansville's financial obligation shall not exceed Forty One Thousand Three Hundred Three Dollars and Nineteen Cents ($41,303.19).

BE IT FURTHER RESOLVED: That the Contract amount for the Town of Evansville's financial obligation shall be for only those funds necessary to operate the transit system in the Town of Evansville.

PASSED, APPROVED, AND ADOPTED on this ___ day of _____, 2026.

APPROVED AS TO FORM:

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Amanda Ainsworth
City Clerk

Ray Pacheco
Mayor