



CITY OF **DOUGLAS** WYOMING

REGULAR CITY COUNCIL MEETING
July 14, 2025 – 4:00 PM

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

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

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

- 1. Call to Order, Roll Call, and Pledge of Allegiance**
- 2. Disclosures by City Council Members**
- 3. Approval of General Agenda (Corrections or Additions)**
- 4. Public Comments**
- 5. Approval of Consent Docket**
 - a. Minutes**
 - b. Bills & Claims**
 - Warrant Register: June 2025**
 - c. Other – Consent**
- 6. Presentations**
- 7. Discussion Items**
 - a. Policy Update: Current Status**
 - b. Liquor Commission**
 - c. Recording: Council Meetings**
 - d. Pickle Ball Courts: Maintenance**
 - e. Land Use & Water Matters: Riverbend, Lot 62, Block 2**

- f. **Xeriscape Riverside Park: South of South Park, North of North Sidewalk, POW to CCB**
- g. **Expenditure Consideration**
- h. **Fireworks**
- i. **Ord. Campaign Advertising**

a. Liquor License Consideration: Application to transfer from H 4 U INC to 5 Rivers Inc.

a. Charter Ordinance: Liquor, Bar&Grill

- a. **Resolution 2025-18: A Resolution Authorizing the Sale of Real Property Owned by the City Of Douglas, Wyoming and More Particularly Described as Capitol Hill Subdivision, Lot 8, Block 1**
- b. **Aid to Others: American Legion Samuel Mares Post 8, Boys & Girls Club of Douglas, CANDO dba The Enterprise, Community Action Partnership of Natrona County, Converse County School District #1 Recreation Board, Children's Advocacy Project Inc, Converse Hope Center, Douglas Community Club, Douglas Youth Hockey Association, Fire Suppression Authority, Gathering Inc dba The Gathering Place, Helping Hands Ministries Inc., High Country Behavioral Health, Laramie Peak Humane Society, Main Street Douglas Inc, Outdoor Enthusiasts of Converse County, Saving Grace Food Pantry, Wyoming Child & Family Development, Wyoming State Fair Foundation, Youth Development Services**
- c. **Washington Park Property Lease: Agreement with Helping Hands Ministries Inc.**

- a. **Converse County Tourism Promotion Board Minutes: April 2025**
- b. **Converse County Tourism Promotion Board Minutes: May 2025**
- c. **Arts & Culture Board of Trustees Unapproved Minutes: June 2025**

13. CircleBack Recap

14. Good People Doing Good Things

15. Community Update

a. Event Calendar

16. Executive Session

17. Adjourn

Monday, July 14, 2025

Call to Order at:

Meeting Adjourned at:

Invoice Number	Description	Inv Date	Invoice Amount	GL Account Number
307 SHIRTS & MORE				
1333	COPS & BOBBERS T-SHIRTS	06/23/25	657.00	10-5201-3210
Total 307 SHIRTS & MORE:			657.00	
307 SIGNS AND MORE				
966661	BANNER	06/27/25	225.00	93-5930-2158
966661	NAME TAGS	06/27/25	45.50	93-5930-2158
Total 307 SIGNS AND MORE:			270.50	
5 ACES PRINTING LLC				
8532	AD-BLUE PRINT	03/12/25	120.00	10-5100-2115
8533	AD-BLUE PRINT	03/12/25	430.00	10-5100-2115
8909	MAGAZINE-RECOGNIZING COMMUNITY	04/11/25	329.38	10-5100-2115
8951	AD-NEW APP	04/16/25	305.00	10-5100-2115
8956	AD-CONSUMER CONFIDENCE REPORT	04/16/25	60.00	31-5401-2158
9001	CONSUMER CONFIDENCE REPORT	04/23/25	1,890.00	31-5401-2158
9008	AD-NEW APP	04/23/25	305.00	10-5100-2115
9091	APPLICATION RETAIL LIQUOR LICENSE	04/30/25	90.00	10-5100-2115
9092	APPLICATION RETAIL LIQUOR LICENSE	05/07/25	90.00	10-5100-2115
9093	BOARD POSITION VACANCY	04/30/25	90.00	10-5100-2115
9094	BOARD POSITION VACANCY	05/07/25	90.00	10-5100-2115
9095	BOARD POSITION VACANCY	04/30/25	75.00	10-5100-2115
9096	BOARD POSITION VACANCY	05/07/25	75.00	10-5100-2115
9281	RFP-COMMUNITY CENTER	05/07/25	90.00	10-5100-2115
9282	MINUTES	05/07/25	675.00	10-5100-2115
9338	AD-CONSUMER CONFIDENCE REPORT	05/14/25	60.00	31-5401-2158
9361	CONSUMER CONFIDENCE REPORT	05/14/25	30.00	10-5100-2115
9440	ORDINANCE	05/21/25	585.00	10-5100-2115
9441	ORDINANCE	05/21/25	240.00	10-5100-2115
9442	WARRANT REGISTER	05/21/25	300.00	10-5100-2115
9443	MINUTES	05/21/25	630.00	10-5100-2115
9457	CONSUMER CONFIDENCE REPORT	05/21/25	3,780.00	31-5401-2158
9530	AD FOR BID-RICHARDS ST PROJECT	05/28/25	150.00	10-5100-2115
9531	AD FOR BID-RICHARDS ST PROJECT	06/04/25	150.00	10-5100-2115
Total 5 ACES PRINTING LLC:			10,639.38	
ADVANCED ANIMAL CARE				
479528	VACCINATION	06/05/25	24.00	10-5202-3210
Total ADVANCED ANIMAL CARE:			24.00	
ALCOHOL & DRUG TESTING SERV				
49282	PROFESSIONAL SERVICES	05/31/25	40.00	10-5100-2158
49282	PROFESSIONAL SERVICES	05/31/25	40.00	10-5100-2158
49282	PROFESSIONAL SERVICES	05/31/25	40.00	10-5100-2158
49282	PROFESSIONAL SERVICES	05/31/25	40.00	10-5100-2158
49282	PROFESSIONAL SERVICES	05/31/25	40.00	10-5100-2158
49282	PROFESSIONAL SERVICES	05/31/25	40.00	10-5100-2158
49282	PROFESSIONAL SERVICES	05/31/25	40.00	10-5100-2158
49282	PROFESSIONAL SERVICES	05/31/25	40.00	10-5100-2158
49282	PROFESSIONAL SERVICES	05/31/25	313.00	10-5100-2158
Total ALCOHOL & DRUG TESTING SERV:			633.00	

Invoice Number	Description	Inv Date	Invoice Amount	GL Account Number
AMERICAN COLLECTION SYSTEMS				
19213	COLLECTION FEE	03/31/25	25.25	10-5100-2166
Total AMERICAN COLLECTION SYSTEMS:			25.25	
AMERI-TECH EQUIPMENT COMPANY				
15345	VEHICLE UPFITTING	05/07/25	10,666.67	47-5470-6547
15346	VEHICLE UPFITTING	05/07/25	2,260.00	47-5470-6547
15635	BUCKET TRUCK INSPECTION	06/11/25	300.00	10-5305-2155
15635	DIELECTRIC INSPECTION	06/11/25	200.00	10-5305-2155
Total AMERI-TECH EQUIPMENT COMPANY:			13,426.67	
ARGIS SOLUTIONS INC				
2131	GIS SERVICES-AUDIT	05/31/25	148.50	10-5106-2158
2131	GIS SERVICES-ADDRESSING/PARCEL	05/31/25	485.00	10-5106-2158
Total ARGIS SOLUTIONS INC:			633.50	
ARROW ELECTRIC				
55926	SPEED INDICATOR WORK	06/30/25	946.78	10-5305-3210
Total ARROW ELECTRIC:			946.78	
ATLAS PREMIER SERVICE				
78736	COPIER MAINTENANCE AGREEMENT	06/10/25	103.77	10-5201-2156
Total ATLAS PREMIER SERVICE:			103.77	
AYRES ASSOCIATES INC				
221123	DOUGLAS COMPREHENSIVE PLAN	03/03/25	5,267.70	10-5106-2158
Total AYRES ASSOCIATES INC:			5,267.70	
BALSTAD, MIKE				
061725	BOOT REIMBURSEMENT	06/17/25	173.20	32-5501-3210
Total BALSTAD, MIKE:			173.20	
BCN TELECOM INC				
23926894	PHONE SERVICE	06/01/25	121.33	10-5100-2134
23926894	PHONE SERVICE	06/01/25	13.25	10-5306-2134
Total BCN TELECOM INC:			134.58	
BIG COUNTRY REHAB				
024	PRE-EMPLOYMENT PHYSICAL	06/10/25	100.00	10-5201-2158
Total BIG COUNTRY REHAB:			100.00	
BISON PUMP & SUPPLY				
594688	BALL VALVE	06/02/25	216.52	32-5502-3210
594688	TEE	06/02/25	18.94	32-5502-3210
594688	ADAPTER	06/02/25	4.99	32-5502-3210
594688	ADAPTER	06/02/25	9.68	32-5502-3210
594689	GREASE COUPLER	06/02/25	59.98	10-5302-3210
594952	ELBOW	06/18/25	6.59	34-5340-3210
594952	NIPPLE	06/18/25	14.00	34-5340-3210

Invoice Number	Description	Inv Date	Invoice Amount	GL Account Number
594952	COUPLING	06/18/25	30.40	34-5340-3210
594952	NIPPLE	06/18/25	17.00	34-5340-3210
594952	QUICK CONNECT	06/18/25	123.80	34-5340-3210
Total BISON PUMP & SUPPLY:			501.90	
BLACK HILLS ENERGY				
062325	GAS SERVICE	06/23/25	94.33	10-5100-2133
062325	GAS SERVICE	06/23/25	401.39	10-5301-2133
062325	GAS SERVICE	06/23/25	52.87	10-5306-2133
062325	GAS SERVICE	06/23/25	97.68	10-5307-2133
062325	GAS SERVICE	06/23/25	293.53	31-5401-2133
062325	GAS SERVICE	06/23/25	58.88	31-5402-2133
062325	GAS SERVICE	06/23/25	191.55	32-5502-2133
062325	GAS SERVICE	06/23/25	199.99	34-5340-2133
062325	GAS SERVICE	06/23/25	42.89	10-5304-2133
Total BLACK HILLS ENERGY:			1,433.11	
BLOEDORN LUMBER - DOUGLAS				
644068	RETURN-UPHOLSTRY NAILS	06/06/25	9.42	41-5410-3210
8808518	PVC TEE	06/02/25	1.16	31-5401-3210
8808518	BUSHING	06/02/25	1.34	31-5401-3210
8808518	ADAPTER	06/02/25	.89	31-5401-3210
8808518	HOSE ADAPTER	06/02/25	.89	31-5401-3210
8808518	HOSE ADAPTER	06/02/25	2.96	31-5401-3210
8808518	CLAMP	06/02/25	6.58	31-5401-3210
8808518	NIPPLE	06/02/25	6.49	31-5401-3210
8814572	UPHOLSTRY NAILS	06/05/25	9.42	41-5410-3210
8815906	SHOVEL	06/06/25	45.99	10-5305-3210
8815906	RAKE	06/06/25	20.69	10-5305-3210
8829917	HOSE ADAPTER	06/13/25	41.39	10-5302-3210
8847618	HANDLE	06/23/25	38.97	10-5305-3210
8847618	SQUEEGEE	06/23/25	79.98	10-5305-3210
8847618	SQUEEGEE	06/23/25	23.39	10-5305-3210
8856974	ELBOW	06/27/25	2.51	31-5401-3210
8856974	SOCKET CONDUIT COUPLING	06/27/25	1.78	31-5401-3210
Total BLOEDORN LUMBER - DOUGLAS:			275.01	
BOMGAARS				
389440	TRASH BAGS	04/25/25	14.99	10-5304-3210
389440	TRASH CAN WHEELS	04/25/25	79.96	10-5304-3210
391332	RAINSUIT	05/01/25	32.99	32-5502-3210
403458	BUNGEE CORD	06/02/25	19.47	10-5306-3210
403465	SCREEN	06/02/25	7.99	34-5340-3210
403465	ROLLING TOOL	06/02/25	8.69	34-5340-3210
403465	PADLOCK	06/02/25	25.99	34-5340-3210
403465	TIE CABLES	06/02/25	24.99	34-5340-3210
403465	TAP	06/02/25	5.39	34-5340-3210
403465	DIE	06/02/25	7.99	34-5340-3210
403465	DISC MAGNET	06/02/25	4.29	34-5340-3210
403465	SCREW	06/02/25	12.99	34-5340-3210
403465	PAINT MARKER	06/02/25	4.99	34-5340-3210
403465	SOCKET SET	06/02/25	11.99	34-5340-3210
403465	SCREEN SPLINE	06/02/25	4.99	34-5340-3210
403884	CUTTING WHEELS	06/03/25	10.74	33-5600-3220
404258	PROPANE TORCH KIT	06/04/23	39.99	34-5340-3210

Invoice Number	Description	Inv Date	Invoice Amount	GL Account Number
404883	ZIPLOCK BAGS	06/06/25	34.76	31-5401-3210
404883	TISSUES	06/06/25	15.16	31-5401-3210
404883	PAPER TOWELS	06/06/25	44.97	31-5401-3210
406313	GREASE GUN	06/09/25	299.99	31-5401-3210
406313	U-BOLT	06/09/25	2.39	31-5401-3210
406313	CORNER BRACE	06/09/25	3.79	31-5401-3210
406313	FASTENERS	06/09/25	1.98	31-5401-3210
407259	PIPE NIPPLE	06/12/25	1.99	10-5306-3210
407281	LIFT ARM ASSEMBLY	06/12/25	29.99	10-5306-3210
407281	HITCH PIN	06/12/25	8.49	10-5306-3210
407820	DOWEL	06/13/25	1.69	10-5302-3210
407820	WATER PASTE	06/13/25	6.79	10-5302-3210
408992	GLOVES	06/16/25	14.99	10-5304-3210
409555	PICK/HOOK SET	06/18/25	11.98	34-5340-3210
409741	INSECT REPELLENT	06/18/25	7.49	10-5304-3210
409741	TOILET BRUSH	06/18/25	4.99	10-5304-3210
409950	SAFETY EARMUFF	06/19/25	34.99	32-5501-3210
409950	SCREWDRIVER	06/19/25	4.99	32-5501-3210
409950	SCREWDRIVER	06/19/25	5.99	32-5501-3210
409950	FILE	06/19/25	11.99	32-5501-3210
409950	TAPE MEASURE	06/19/25	26.99	32-5501-3210
409950	BATTERY	06/19/25	199.99	32-5501-3210
409950	MULTI-TOOL	06/19/25	149.99	32-5501-3210
409950	IMPACT WRENCH	06/19/25	249.99	32-5501-3210
409950	RESPIRATOR	06/19/25	25.99	32-5501-3210
409950	COUPON	06/19/25	149.99-	32-5501-3210
410201	RETURN-PUMP	06/20/25	159.99-	10-5304-3210
410202	PUMP	06/20/25	159.99	10-5304-3210
410307	AIR TIP CROSS TOOL	06/20/25	12.99	31-5401-3210
410307	SEARCH LIGHT	06/20/25	99.99	31-5401-3210
410307	FILE	06/20/25	9.99	31-5401-3210
410307	AIR TIP LONG REACH TOOL	06/20/25	19.99	31-5401-3210
410307	PLIERS	06/20/25	4.49	31-5401-3210
410307	PLIERS	06/20/25	16.99	31-5401-3210
410307	WISE GRIP	06/20/25	14.99	31-5401-3210
411526	GLOVES	06/23/25	22.48	10-5304-3210
411931	RESPIRATOR	06/24/25	15.98	10-5306-3210
412048	PAPER TOWELS	06/25/25	17.97	32-5501-3210
412048	PAPER TOWELS	06/25/25	29.98	32-5501-3210
412365	BRUSH KILLER	06/26/25	42.99	34-5340-3210
412365	BATTERIES	06/26/25	12.87	34-5340-3210
412365	BATTERIES	06/26/25	4.99	34-5340-3210
412365	TARP	06/26/25	19.99	34-5340-3210
412365	CHAIN LUBRICANT	06/26/25	6.99	34-5340-3210
412365	PRESSURE GAUGE	06/26/25	9.99	34-5340-3210
412365	RELIEF VALVE	06/26/25	8.99	34-5340-3210
412365	DRAIN VALVE	06/26/25	5.99	34-5340-3210
412365	DRILL BIT	06/26/25	3.99	34-5340-3210
412365	DRILL BIT	06/26/25	7.49	34-5340-3210
413862	FASTENERS	06/30/25	2.98	34-5340-3210
413862	FASTENERS	06/30/25	16.76	34-5340-3210
413862	FASTENERS	06/30/25	5.98	34-5340-3210
413862	FASTENERS	06/30/25	13.74	34-5340-3210
413862	FASTENERS	06/30/25	10.76	34-5340-3210
413862	FASTENERS	06/30/25	5.98	34-5340-3210
Total BOMGAARS:			1,817.11	

Invoice Number	Description	Inv Date	Invoice Amount	GL Account Number
BOYS & GIRLS CLUB OF DOUGLAS				
2213-MAY	FUNDING ALLOCATION AGREEMENT	06/18/25	2,500.00	10-5110-8746
Total BOYS & GIRLS CLUB OF DOUGLAS:			2,500.00	
BURLEY, JASON A				
062725	UTILITY DEPOSIT REFUND	06/27/25	165.00	96-20000229
Total BURLEY, JASON A:			165.00	
BUSINESS CENTER				
16366	ENVELOPE	05/19/25	.69	10-5201-3210
16366	SHIPPING	05/19/25	1.00	10-5201-3210
16667	DOOR HANGERS	06/06/25	740.00	32-5502-3210
16713	SHIPPING CHARGES	06/10/25	229.94	31-5401-3210
16730	NEWSPAPER	06/11/25	1.00	10-5100-3210
16778	WEED COURTESY NOTICE PRINTINGS	06/13/25	12.00	10-5201-3210
16780	TAPE	06/13/25	8.65	10-5201-3210
16900	PAPER	06/25/25	188.26	10-5100-3201
Total BUSINESS CENTER:			1,181.54	
BYLER, TAYLOR				
052625	TOBACCO COMPLIANCE CHECKS	05/26/25	110.00	13-5831-3210
Total BYLER, TAYLOR:			110.00	
CANDO - DBA THE ENTERPRISE				
425-AM	FUNDING ALLOCATION AGREEMENT	05/29/25	8,333.33	10-5110-8714
425-AM	FUNDING ALLOCATION AGREEMENT	05/29/25	8,333.33	10-5110-8714
625-JUN	FUNDING ALLOCATION AGREEMENT	06/26/25	8,333.33	10-5110-8714
Total CANDO - DBA THE ENTERPRISE:			24,999.99	
CASTLEBERRY, BRYSON				
052825	ALCOHOL COMPLIANCE CHECKS	05/28/25	170.00	13-5831-3210
Total CASTLEBERRY, BRYSON:			170.00	
CDW-G				
AE1B321	LENVO THIN CENTRE	05/07/25	2,144.82	10-5103-3220
AE1HD51	LENVO THIN CENTRE	05/08/25	3,217.23	10-5103-3220
AE26Z1P	BROTHER POCKET JET	05/21/25	1,094.46	10-5103-3220
AE26Z1P	CABLE	05/21/25	76.29	10-5103-3220
AE3YD6F	SWITCH	05/28/25	1,473.86	10-5103-3220
AE3YD6F	SERVICE AGREEMENT	05/28/25	442.16	10-5103-3220
AE3YD6F	WIRELESS ACCESS POINT	05/28/25	230.39	10-5103-3220
AE3YD6F	SERVICE AGREEMENT	05/28/25	69.12	10-5103-3220
AE5596P	MONITORS	06/13/25	530.56	10-5103-3220
AE5596P	CABLE	06/13/25	86.46	10-5103-3220
Total CDW-G:			9,365.35	
CENTRICITY GIS				
1746	CITYWORKS IMPLEMENTATION	06/23/25	5,000.00	10-5103-3220
Total CENTRICITY GIS:			5,000.00	

Invoice Number	Description	Inv Date	Invoice Amount	GL Account Number
CENTURYLINK				
062325	TELEPHONE SERVICES	06/23/25	74.91	10-5306-2134
062325	TELEPHONE SERVICES	06/23/25	65.01	10-5307-2134
062325	TELEPHONE SERVICES	06/23/25	63.17	32-5502-2134
070725	TELEPHONE SERVICES	07/07/25	65.76	10-5306-2134
070725	TELEPHONE SERVICES	07/07/25	63.17	32-5502-2134
Total CENTURYLINK:			332.02	
CH CONCRETE CASTING INC				
1443	CONCRETE TRUST BLOCKS	06/13/25	164.00	32-5502-3210
Total CH CONCRETE CASTING INC:			164.00	
CHALK BUTTES LANDSCAPING INC				
4035	PVC PIPE	06/03/25	5.00	10-5304-3210
4035	SWING JOINT ASSEMBLY	06/03/25	21.93	10-5304-3210
4035	SWING JOINT ASSEMBLY	06/03/25	23.13	10-5304-3210
4043	PVC CAP	06/10/25	3.16	10-5304-3210
4047	PVC PIPE	06/11/25	374.00	10-5304-3210
4047	PVC PIPE	06/11/25	165.00	10-5304-3210
4047	PVC PIPE	06/11/25	110.00	10-5304-3210
4047	PVC PIPE	06/11/25	50.00	10-5304-3210
4054	ELBOW	06/17/25	4.87	10-5304-3210
4063	PRESSURE VAC BREAKER	06/30/25	171.89	10-5304-3210
4063	ADAPTER	06/30/25	2.02	10-5304-3210
Total CHALK BUTTES LANDSCAPING INC:			931.00	
CITY OF CASPER				
634539	LANDFILL FEES	06/03/25	1,696.60	34-5340-2158
634539	LANDFILL FEES	06/03/25	1,683.00	34-5340-2158
634570	LANDFILL FEES	06/04/25	1,397.40	34-5340-2158
634598	LANDFILL FEES	06/05/25	1,914.20	34-5340-2158
634625	LANDFILL FEES	06/06/25	1,648.32	34-5340-2158
634625	LANDFILL FEES	06/06/25	1,783.64	34-5340-2158
634713	LANDFILL FEES	06/10/25	1,680.28	34-5340-2158
634713	LANDFILL FEES	06/10/25	1,693.20	34-5340-2158
634742	LANDFILL FEES	06/11/25	1,546.32	34-5340-2158
634742	LANDFILL FEES	06/11/25	1,659.20	34-5340-2158
634774	LANDFILL FEES	06/12/25	1,498.72	34-5340-2158
634798	LANDFILL FEES	06/13/25	2,021.64	34-5340-2158
634868	LANDFILL FEES	06/17/25	1,695.24	34-5340-2158
634868	LANDFILL FEES	06/17/25	1,944.12	34-5340-2158
634908	LANDFILL FEES	06/18/25	1,778.88	34-5340-2158
634943	LANDFILL FEES	06/19/25	1,744.88	34-5340-2158
634973	LANDFILL FEES	06/20/25	1,872.04	34-5340-2158
635040	LANDFILL FEES	06/24/25	1,583.72	34-5340-2158
635040	LANDFILL FEES	06/24/25	1,555.84	34-5340-2158
635074	LANDFILL FEES	06/25/25	1,609.56	34-5340-2158
635074	LANDFILL FEES	06/25/25	1,711.56	34-5340-2158
635111	LANDFILL FEES	06/26/25	1,406.24	34-5340-2158
635141	LANDFILL FEES	06/27/25	1,644.24	34-5340-2158
635206	LANDFILL FEES	07/01/25	1,585.76	34-5340-2158
635206	LANDFILL FEES	07/01/25	1,590.52	34-5340-2158
Total CITY OF CASPER:			41,945.12	

Invoice Number	Description	Inv Date	Invoice Amount	GL Account Number
CITY OF DOUGLAS-PETTY CASH				
368	REPLENISH PETTY CASH-RECORDING FEES	05/28/25	24.00	10-5100-3210
369	REPLENISH PETTY CASH-RECORDING FEES	05/30/25	12.00	10-5100-3210
370	REPLENISH PETTY CASH-RECORDING FEES	06/10/25	12.00	10-5100-3210
371	REPLENISH PETTY CASH-RECORDING FEES	06/19/25	15.00	10-5100-3210
372	REPLENISH PETTY CASH-COPY OF TITLE	06/24/25	5.50	10-5100-3210
Total CITY OF DOUGLAS-PETTY CASH:			68.50	
CITY OF DOUGLAS-UTILITY PMNT				
062325	WATER/SEWER/SANITATION	06/23/25	155.84	10-5100-2132
062325	WATER/SEWER/SANITATION	06/23/25	380.28	10-5301-2132
062325	WATER/SEWER/SANITATION	06/23/25	2,116.11	10-5304-2132
062325	WATER/SEWER/SANITATION	06/23/25	878.80	10-5306-2132
062325	WATER/SEWER/SANITATION	06/23/25	141.92	31-5401-2132
062325	WATER/SEWER/SANITATION	06/23/25	1,637.35	31-5402-2132
062325	WATER/SEWER/SANITATION	06/23/25	338.24	32-5501-2132
062325	WATER/SEWER/SANITATION	06/23/25	26.41	32-5502-2132
18232-1	LANDFILL CHARGES	03/13/25	30.00	10-5304-3210
18270-1	LANDFILL CHARGES	04/04/25	10.50	34-5340-3210
18270-1	LANDFILL CHARGES	04/04/25	120.00	33-5600-3210
18270-1	LANDFILL CHARGES	04/04/25	844.50	33-5600-3210
18270-1	LANDFILL CHARGES	04/04/25	30.00	33-5600-3210
18270-1	LANDFILL CHARGES	04/04/25	33.00	33-5600-3210
18290-1	LANDFILL CHARGES	04/28/25	30.00	32-5501-3210
18290-1	LANDFILL CHARGES	04/28/25	39.00	33-5600-3210
18290-1	LANDFILL CHARGES	04/28/25	30.00	33-5600-3210
18290-1	LANDFILL CHARGES	04/28/25	51.00	33-5600-3210
18290-1	LANDFILL CHARGES	04/28/25	34.50	33-5600-3210
18290-1	LANDFILL CHARGES	04/28/25	34.50	33-5600-3210
18290-1	LANDFILL CHARGES	04/28/25	30.00	33-5600-3210
18360	LANDFILL CHARGES	06/27/25	93.00	10-5306-3210
18360	LANDFILL CHARGES	06/27/25	30.00	10-5304-3210
18361	LANDFILL CHARGES	06/27/25	79,257.00	33-5600-2158
18384	UTILITY SERVICE FEE	06/27/25	40.00	10-5100-2132
18384	UTILITY SERVICE FEE	06/27/25	430.00	10-5304-2132
18384	UTILITY SERVICE FEE	06/27/25	40.00	10-5306-2132
18384	UTILITY SERVICE FEE	06/27/25	80.00	10-5301-2132
18394	LANDFILL CHARGES	06/30/25	30.00	10-5304-3210
18394	LANDFILL CHARGES	06/30/25	30.00	10-5304-3210
18394	LANDFILL CHARGES	06/30/25	30.00	10-5304-3210
18394	LANDFILL CHARGES	06/30/25	37.50	10-5304-3210
18394	LANDFILL CHARGES	06/30/25	30.00	10-5304-3210
18394	LANDFILL CHARGES	06/30/25	390.00	10-5302-3210
18395	LANDFILL CHARGES	06/30/25	42,232.50	33-5600-2158
Total CITY OF DOUGLAS-UTILITY PMNT:			129,741.95	
CIVIL ENGINEERING PROFESSIONAL				
22-043-25	ENGINEERING-WEST RIVER LIFT STATION	06/30/25	1,031.45	32-5852-2153
22-043S-03	ENGINEERING-WEST RIVER LIFT STATION	06/30/25	79,371.50	32-5852-2153
22-066-21	ENGINEERING-CLEARFIELD BOOSTER STATION	06/30/25	16,027.95	31-5840-2153
22-069-17	ENGINEERING-RICHARDS ST DESIGN	05/31/25	4,307.50	56-5560-2153
22-080-07	ENGINEERING-ANTELOPE CREEK DREDGING	06/30/25	3,827.50	56-5560-2153
23-013-12	ENGINEERING-2ND & 3RD ST DESIGN	06/30/25	5,295.33	31-5840-2153
23-013-12	ENGINEERING-2ND & 3RD ST DESIGN	06/30/25	6,074.05	32-5852-2153
23-013-12	ENGINEERING-2ND & 3RD ST DESIGN	06/30/25	14,588.12	56-5560-2153
23-055-06	ENGINEERING-N 4TH ST	06/30/25	2,400.76	31-5840-2153

Invoice Number	Description	Inv Date	Invoice Amount	GL Account Number
23-055-06	ENGINEERING-N 4TH ST	06/30/25	13,711.74	56-5560-2153
24-018-19	ENGINEERING-N 2ND ST BRIDGE	06/30/25	8,723.19	31-5840-2153
24-018-19	ENGINEERING-N 2ND ST BRIDGE	06/30/25	19,598.86	56-5560-2153
24-038-07	ENGINEERING-WTP HEADWORKS SLUICE GATES	05/25/25	710.00	31-5856-2153
24-038-08	ENGINEERING-WTP HEADWORKS SLUICE GATES	06/30/25	3,797.50	31-5856-2153
24-049-09	ENGINEERING-POOL	06/30/25	6,439.70	55-5550-2153
24-050-08	ENGINEERING-WWTP AIR HEADER	06/30/25	720.00	32-5850-2153
24-053-05	ENGINEERING-ORPHA & CLEARFIELD TANK CLEANING	06/30/25	13,261.90	31-5840-2153
24-069-05	ENGINEERING-3.5 ALLEY RE-ROUTE	06/30/25	6,262.50	32-5852-2153
34-050-07	ENGINEERING-WWTP AIR HEADER	05/25/25	3,227.50	32-5850-2153
Total CIVIL ENGINEERING PROFESSIONAL:			209,377.05	
CLEVERPATH IT				
5100342	SOPHOS LICENSE AGREEMENT	06/01/25	108.00	10-5103-2120
Total CLEVERPATH IT:			108.00	
COMMUNITY ACTION P'SHIP OF NATRONA CNTY				
052925	FUNDING ALLOCATION AGREEMENT	05/29/25	5,398.03	10-5110-8753
Total COMMUNITY ACTION P'SHIP OF NATRONA CNTY:			5,398.03	
CONVERSE COUNTY				
061925	JOINT JUSTICE EXPENDITURES	06/19/25	5,541.18	10-5111-8760
061925	JOINT JUSTICE EXPENDITURES	06/19/25	53,515.32	10-5111-8760
Total CONVERSE COUNTY:			59,056.50	
CONVERSE COUNTY ASSESSORS				
061325	CONVERSE COUNTY PICTOMETRY	06/13/25	30,000.00	10-5106-2158
Total CONVERSE COUNTY ASSESSORS:			30,000.00	
CONVERSE COUNTY CLERK				
18-CC-ACT	ACT PROGRAM	06/23/25	10,949.79	10-5100-2158
2506-CCTS-02	INFORMATION TECHNOLOGY SERVICES	06/20/25	8,333.34	10-5103-2158
2506-CCTS-03	INFORMATION TECHNOLOGY SERVICES	06/20/25	8,333.34	10-5103-2158
2506-CCTS-04	INFORMATION TECHNOLOGY SERVICES	06/20/25	8,333.34	10-5103-2158
Total CONVERSE COUNTY CLERK:			35,949.81	
CONVERSE COUNTY SHERIFF				
052025	BOOKING FEES	05/31/25	180.00	10-5201-2161
Total CONVERSE COUNTY SHERIFF:			180.00	
CONVERSE COUNTY WEED & PEST				
38465	HYDRO PUMP ASSEMBLY SEAL	06/11/25	204.28	10-5306-3210
38472	HOSE	06/12/25	10.00	10-5306-3210
38622	SURFACTANT	06/27/25	58.95	10-5305-3210
38622	OPTI-AMINE	06/27/25	104.30	10-5305-3210
38622	ROUNDUP	06/27/25	91.50	10-5305-3210
38639	SPEEDZONE	06/30/25	205.63	10-5304-3210
Total CONVERSE COUNTY WEED & PEST:			674.66	

Invoice Number	Description	Inv Date	Invoice Amount	GL Account Number
CORE & MAIN				
W909174	REPAIR CLAMP	05/23/25	698.15	31-5402-3210
W909174	REPAIR CLAMP	05/23/25	1,124.78	31-5402-3210
X027197	METERS	05/23/25	3,298.90	31-5403-3220
X096152	CAP	06/06/25	615.56	31-5402-3210
X096152	GLAND PACK	06/06/25	154.60	31-5402-3210
X096152	PVC REST	06/06/25	296.00	31-5402-3210
X096152	REPAIR CLAMP	06/06/25	167.35	31-5402-3210
X096152	INSERTS	06/06/25	244.00	31-5402-3210
Total CORE & MAIN:			6,599.34	
COX, JOE DAVID				
00352C	MEAL REIMBURSEMENT	06/12/25	55.00	10-5102-2123
00352C	MEAL REIMBURSEMENT	06/12/25	55.00	10-5101-2123
062525	MILEAGE REIMBURSEMENT	06/25/25	180.60	10-5102-2123
Total COX, JOE DAVID:			290.60	
COY, DEBRA J				
062725	JANITORIAL SERVICES	06/27/25	2,200.00	10-5100-2158
Total COY, DEBRA J:			2,200.00	
CRIMSON FIRE PROTECTION LLC				
3631	ANNUAL FIRE EXTINGUISHER INSPECTION	05/19/25	1,249.50	10-5100-2158
3631	EXTINGUISHER	05/19/25	65.50	10-5100-2158
3631	EXTINGUISHER	05/19/25	163.50	10-5100-2158
3631	6 YEAR TEARDOWN & RECHARGE	05/19/25	152.00	10-5100-2158
3631	DRY CHEMICAL TEST & RECHARGE	05/19/25	113.00	10-5100-2158
3631	MILEAGE	05/19/25	45.00	10-5100-2158
3734	ANNUAL FIRE EXTINGUISHER INSPECTION	06/19/25	127.50	10-5100-2158
3734	6 YEAR TEARDOWN & RECHARGE	06/19/25	57.00	10-5100-2158
3734	MILEAGE	06/19/25	45.00	10-5100-2158
Total CRIMSON FIRE PROTECTION LLC:			2,018.00	
CROELL REDI MIX				
973127	PEA ROCK	06/17/25	1,971.60	32-5502-3210
Total CROELL REDI MIX:			1,971.60	
DAVENPORT, SHAWNA MOORE				
2353	CEMETERY PLOT QUITCLAIM	06/04/25	250.00	10-5306-6540
2353	CEMETERY PLOT QUITCLAIM	06/04/25	250.00	10-5306-6540
2353	CEMETERY PLOT QUITCLAIM	06/04/25	250.00	10-5306-6540
2353	CEMETERY PLOT QUITCLAIM	06/04/25	250.00	10-5306-6540
2353	CEMETERY PLOT QUITCLAIM	06/04/25	250.00	10-5306-6540
2353	CEMETERY PLOT QUITCLAIM	06/04/25	250.00	10-5306-6540
Total DAVENPORT, SHAWNA MOORE:			1,500.00	
DB EQUIPMENT LLC				
1835	GAS VALVE	06/17/25	426.00	34-5340-2155
1835	IGNITION CONTROLLER	06/17/25	298.00	34-5340-2155
1835	PILOT LIGHT	06/17/25	104.00	34-5340-2155
1835	JUMPER HOSE	06/17/25	50.00	34-5340-2155
1835	PRESSURE RELIEF	06/17/25	130.00	34-5340-2155

Invoice Number	Description	Inv Date	Invoice Amount	GL Account Number
1835	WIRE/FITTINGS	06/17/25	25.00	34-5340-2155
1835	SERVICE CALL-POWER WASHER	06/17/25	185.00	34-5340-2155
1835	LABOR-POWER WASHER	06/17/25	420.00	34-5340-2155
Total DB EQUIPMENT LLC:			1,638.00	
DBC IRRIGATION SUPPLY				
S5921015.001	ROTOR RAINBIRD	06/05/25	2,911.07	10-5304-3210
S5921015.001	ROTOR RAINBIRD	06/05/25	172.63	10-5304-3210
S5921015.001	ROTOR RAINBIRD	06/05/25	143.79	10-5304-3210
S5921015.001	ROTOR RAINBIRD	06/05/25	37.99	10-5304-3210
S5921015.001	FALCON ROTOR	06/05/25	435.42	10-5304-3210
S5921015.001	ROTOR	06/05/25	261.15	10-5304-3210
S5921015.001	COUPLING EXPANSION	06/05/25	48.13	10-5304-3210
S5921015.001	COUPLING EXPANSION	06/05/25	31.15	10-5304-3210
S5921015.001	COUPLING EXPANSION	06/05/25	29.22	10-5304-3210
S5921015.001	SOLENOID	06/05/25	178.91	10-5304-3210
S5921015.001	SOLENOID	06/05/25	175.55	10-5304-3210
S5921015.001	PURPLE PRIMER	06/05/25	10.74	10-5304-3210
S5921015.001	GLUE WET WELD	06/05/25	24.71	10-5304-3210
S5921015.002	TAPE	06/12/25	2.30	10-5304-3210
S5921015.002	TAPE	06/12/25	3.45	10-5304-3210
S5921015.002	NIPPLE	06/12/25	8.59	10-5304-3210
S5921015.002	SWING JOINT	06/12/25	241.05	10-5304-3210
S5921015.002	COUPLING PVC	06/12/25	18.75	10-5304-3210
S5921015.002	COUPLING PVC	06/12/25	14.34	10-5304-3210
S5921015.002	CAP PVC SLIP	06/12/25	10.17	10-5304-3210
Total DBC IRRIGATION SUPPLY:			4,759.11	
DOUGLAS COMMUNITY CLUB				
043025-0724-0425	FUNDING ALLOCATION AGREEMENT	04/30/25	50,000.00	10-5110-8702
053025-MAY	FUNDING ALLOCATION AGREEMENT	05/30/25	5,000.00	10-5110-8702
Total DOUGLAS COMMUNITY CLUB:			55,000.00	
DOUGLAS GROCERY				
1286	BOTTLED WATER	06/18/25	5.75	10-5100-3230
Total DOUGLAS GROCERY:			5.75	
DOUGLAS HARDWARE HANK LLC				
370396	GEL PENS	05/21/25	13.77	32-5502-3210
370733	PLAY SAND QUIKRETE	06/02/25	23.97	10-5305-3210
370749	DRAIN BOILER	06/02/25	12.99	31-5401-3210
370749	TEE	06/02/25	2.99	31-5401-3210
370749	PRESSURE GAUGE	06/02/25	9.99	31-5401-3210
370760	FLEX TAPE	06/03/25	16.99	34-5340-3210
370760	FLEX TAPE	06/03/25	25.99	34-5340-3210
370760	BOWL CLEANER	06/03/25	3.99	34-5340-3210
370760	SEALANT	06/03/25	6.99	34-5340-3210
370760	GLUE PEN	06/03/25	8.59	34-5340-3210
370760	FLY TRAP	06/03/25	34.36	34-5340-3210
370760	GEL ATTRACTANT	06/03/25	8.99	34-5340-3210
370772	FASTENERS	06/03/25	2.55	33-5600-3210
370836	TOOL CADDY	06/05/25	15.99	10-5306-3210
370836	DUCT TAPE	06/05/25	6.59	10-5306-3210
370836	HAND TRANSPLANTER	06/05/25	9.59	10-5306-3210

Invoice Number	Description	Inv Date	Invoice Amount	GL Account Number
370836	PLIERS	06/05/25	19.99	10-5306-3210
370862	CONDUIT	06/06/25	39.99	10-5304-3210
370863	FREEZE PACK	06/06/25	12.95	31-5401-3210
370864	WATER HEATER	06/06/25	479.99	32-5501-6544
370946	BIT HOLDER	06/10/25	8.59	10-5302-3220
370946	SOCKET ADAPTER	06/10/25	5.99	10-5302-3220
370946	BIT HOLDER	06/10/25	9.99	10-5302-3220
370962	BATTERY	06/11/25	12.99	32-5502-3210
370994	RAKE	06/11/25	59.98	31-5401-3210
371020	BALL VALVE	06/12/25	28.99	10-5304-3210
371027	HOSE CLAMP	06/12/25	32.99	10-5306-3210
371027	ADAPTER	06/12/25	5.58	10-5306-3210
371027	HOSE BARB TEE	06/12/25	9.99	10-5306-3210
371028	ADAPTER	06/12/25	5.58	34-5340-3210
371032	BUG KILLER	06/12/25	33.99	34-5340-3210
371033	SPRAY PAINT	06/12/25	11.98	34-5340-3210
371033	LIME-RUST REMOVER	06/12/25	6.59	34-5340-3210
371033	SEPTIC TREATMENT	06/12/25	29.98	34-5340-3210
371033	GEL PENS	06/12/25	4.59	34-5340-3210
371033	SCOUR PAD	06/12/25	2.99	34-5340-3210
371033	SAND DISC	06/12/25	4.59	34-5340-3210
371033	NOTEBOOK	06/12/25	9.99	34-5340-3210
371061	PIPE	06/13/25	13.99	31-5401-3210
371061	WIRE STRIPPER	06/13/25	16.99	31-5401-3210
371061	TEE	06/13/25	5.99	31-5401-3210
371061	CAP	06/13/25	4.78	31-5401-3210
371061	NIPPLE	06/13/25	4.59	31-5401-3210
371061	NIPPLE	06/13/25	13.18	31-5401-3210
371111	MARKING PAINT	06/16/25	19.98	10-5304-3210
371140	SAW BLADE	06/17/25	19.99	10-5305-3210
371173	LUBE LOCK	06/18/25	9.99	10-5304-3210
371174	STIHL LINE	06/18/25	25.99	10-5305-3210
371179	STIHL AUTOCUT	06/18/25	33.99	10-5306-3210
371323	BATTERY	06/23/25	11.99	10-5304-3210
371383	BULB	06/25/25	42.99	10-5100-3210
371385	TISSUE	06/25/25	29.97	32-5501-3210
371385	TOILET PAPER	06/25/25	25.98	32-5501-3210
371385	GLASS PLUS	06/25/25	9.98	32-5501-3210
371385	DETAILER	06/25/25	9.99	32-5501-3210
371385	UPHOLSTERY CLEANER	06/25/25	8.99	32-5501-3210
371400	BATTERIES	06/25/25	6.99	10-5304-3210
371400	BATTERIES	06/25/25	12.99	10-5304-3210
371419	BAR/CHAIN OIL	06/26/25	23.99	10-5304-3210
371467	COUPLING	06/27/25	3.99	10-5306-3210
371467	COUPLING	06/27/25	2.99	10-5305-3210
371472	CORD REPLACEMENT	06/27/25	15.99	32-5501-3210
371472	TERMINAL RING	06/27/25	3.99	32-5501-3210
371472	TERMINAL SPADE	06/27/25	15.99	32-5501-3210
371472	SCREWS	06/27/25	13.95	32-5501-3210
371476	RETURN-COUPLING	06/27/25	3.99-	10-5305-3210
371476	DOOR SEAL CINCH	06/27/25	18.99	10-5305-3210
371480	RETURN-DOOR SEAL CINCH	06/27/25	18.99-	10-5305-3210
371480	DOOR SWEEP	06/27/25	19.99	10-5305-3210
371483	CONDUIT	06/27/25	25.77	31-5401-3210
371483	ELBOW	06/27/25	1.59	31-5401-3210
371483	HEX BUSH	06/27/25	8.59	31-5401-3210
371527	TAPE	06/30/25	17.18	10-5305-3210
371537	NYLON LINE	06/30/25	17.99	10-5304-3210

Invoice Number	Description	Inv Date	Invoice Amount	GL Account Number
Total DOUGLAS HARDWARE HANK LLC:			1,539.96	
DOUGLAS SEAT COVERS LLC				
497	SEAT COVERS	06/05/25	780.00	34-5340-3210
497	INSTALLATION/SHOP MATERIALS	06/05/25	100.00	34-5340-3210
Total DOUGLAS SEAT COVERS LLC:			880.00	
ENERGY LABORATORIES INC				
710985	WATER SAMPLING	06/03/25	766.00	31-5401-2158
711744	WASTEWATER SAMPLING	06/05/25	66.00	32-5501-2158
711746	WASTEWATER SAMPLING	06/05/25	66.00	32-5501-2158
711747	WATER SAMPLING	06/05/25	152.00	31-5401-2158
711757	WATER SAMPLING	06/05/25	229.00	31-5401-2158
711757	WATER SAMPLING	06/05/25	930.00	31-5401-2158
713393	WATER SAMPLING	06/12/25	114.00	31-5401-2158
713739	WASTEWATER SAMPLING	06/13/25	395.00	32-5501-2158
713740	WASTEWATER SAMPLING	06/13/25	180.00	32-5501-2158
714985	WATER SAMPLING	06/19/25	264.00	31-5401-2158
716789	WATER SAMPLING	06/26/25	76.00	31-5401-2158
Total ENERGY LABORATORIES INC:			3,238.00	
EV STUDIO				
AB25010.00-6	ARCHITECTURE SERVICES	06/30/25	1,625.00	41-5411-2158
Total EV STUDIO:			1,625.00	
FLOYD'S TRUCK CENTER WY				
X302077272:01	QUARTER FENDER	05/01/25	238.40	34-5895-6548
X302077272:01	WHEEL	05/01/25	633.54	34-5895-6548
X302077272:01	FREIGHT	05/01/25	250.00	34-5895-6548
X302077272:02	FENDER	06/16/25	1,219.04	34-5895-6548
X302077272:02	BRACKET KIT	06/16/25	784.12	34-5895-6548
X302077272:02	LIFT FENDER	06/16/25	492.06	34-5895-6548
X302077272:02	BRACKET KIT	06/16/25	428.57	34-5895-6548
X302077272:02	FREIGHT	06/16/25	281.60	34-5895-6548
X302077982:01	TREAD DECK	06/04/25	526.38	34-5340-3210
X302077982:01	MIRROR ASSEMBLY	06/04/25	669.19	34-5340-3210
X302077982:02	MAT KIT	06/05/25	278.32	34-5340-3210
X302077982:02	SHIPPING	06/05/25	81.00	34-5340-3210
X302078300:01	RETURN-DEF HEATER	06/11/25	1,357.99-	10-5305-3210
X302078666:01	DEF HEATER	06/30/25	820.39	10-5305-3210
Total FLOYD'S TRUCK CENTER WY:			5,344.62	
FORSGREN ASSOCIATES INC				
2504145	WATER CONSULTANT SERVICES	04/25/25	2,951.25	31-5856-2158
2505183	WATER CONSULTANT SERVICES	05/25/25	2,552.50	31-5856-2158
Total FORSGREN ASSOCIATES INC:			5,503.75	
FREEDOM MAILING SERVICE				
50634	UTILITY BILLING MAILING SERVICE	06/10/25	611.83	31-5400-2158
50634	UTILITY BILLING MAILING SERVICE	06/10/25	395.14	32-5500-2158
50634	UTILITY BILLING MAILING SERVICE	06/10/25	267.67	33-5600-2158

Invoice Number	Description	Inv Date	Invoice Amount	GL Account Number
Total FREEDOM MAILING SERVICE:			1,274.64	
GALLS LLC				
031558948	BATON	06/06/25	114.00	10-5202-3233
031558948	SPEED PLATE	06/06/25	182.00	10-5202-3233
031558948	TICKET CLIPBOARD	06/06/25	30.00	10-5202-3233
031558948	PADDLE/HANDCUFF COMBO	06/06/25	63.98	10-5202-3233
031558948	SHIPPING	06/06/25	26.37	10-5202-3233
Total GALLS LLC:			416.35	
GATHERING INC				
18	FUNDING ALLOCATION AGREEMENT	06/09/25	4,200.73	10-5110-8730
18	FUNDING ALLOCATION AGREEMENT	06/09/25	2,834.67	10-5110-8730
Total GATHERING INC:			7,035.40	
GEOTEC INDUSTRIAL SUPPLY				
45986	FISHING POND GATE	05/21/25	964.00	10-5304-3210
45986	SHIPPING	05/21/25	139.92	10-5304-3210
Total GEOTEC INDUSTRIAL SUPPLY:			1,103.92	
GRANITE TELECOMMUNICATIONS				
699192031	TELEPHONE SERVICES	06/01/25	182.75	10-5100-2134
699192031	TELEPHONE SERVICES	06/01/25	89.17	10-5301-2134
699192031	TELEPHONE SERVICES	06/01/25	185.53	32-5501-2134
Total GRANITE TELECOMMUNICATIONS:			457.45	
HAWKINS INC				
7053561-1	CHLORINE CYLINDER	04/30/25	343.26	32-5501-3210
7066924	CYLINDERS	05/15/25	150.00	32-5501-3210
7085168	CHLORINE CYLINDER	05/30/25	343.26	31-5401-3210
7085168	FREIGHT/FUEL	05/30/25	20.00	31-5401-3210
7085168	CHLORINE CYLINDER	05/30/25	1,373.04	32-5501-3210
7085168	SULFUR DIOXIDE CYLINDER	05/30/25	521.46	32-5501-3210
7085168	FREIGHT/FUEL	05/30/25	30.00	32-5501-3210
7099612	CHLORINE CYLINDERS	06/15/25	140.00	32-5501-3210
Total HAWKINS INC:			2,921.02	
HDR ENGINEERING INC				
1200731150	WATER TREATMENT PLANT STUDY	06/16/25	1,065.00	31-5856-2158
Total HDR ENGINEERING INC:			1,065.00	
HELPING HANDS MINISTRIES INC				
2001	FUNDING ALLOCATION AGREEMENT	06/26/25	7,125.95	10-5110-8755
2002	FUNDING ALLOCATION AGREEMENT	06/26/25	874.05	10-5110-8755
Total HELPING HANDS MINISTRIES INC:			8,000.00	
HOMAX OIL SALES INC				
0713646-IN	HYDRAULIC OIL	05/27/25	604.45	10-5302-3237
0713646-IN	MOTOR OIL	05/27/25	727.65	10-5302-3237
0713646-IN	DRUM DEPOSIT	05/27/25	50.00	10-5302-3237

Invoice Number	Description	Inv Date	Invoice Amount	GL Account Number
0713646-IN	DRUM CREDIT	05/27/25	40.00-	10-5302-3237
0715149-IN	DIESEL	06/09/25	1,912.46	34-5340-3235
0715162-IN	GREASE	06/09/25	287.70	32-5501-3210
0716309-IN	GREASE	06/19/25	305.20	10-5302-3237
0716309-IN	MOTOR OIL	06/19/25	671.00	10-5302-3237
0716309-IN	DRUM DEPOSIT	06/19/25	25.00	10-5302-3237
0716309-IN	DRUM CREDIT	06/19/25	20.00-	10-5302-3237
0716751-IN	DIESEL	06/24/25	2,261.91	34-5340-3235
0717356-IN	DRUM CREDIT	06/27/25	100.00-	10-5302-3237
CL34130	FUEL	05/31/25	110.63	10-5100-3235
CL34130	FUEL	05/31/25	50.26	10-5106-3235
CL34130	FUEL	05/31/25	108.92	10-5201-3235
CL34130	FUEL	05/31/25	2,297.23	10-5202-3235
CL34130	FUEL	05/31/25	346.45	10-5302-3235
CL34130	FUEL	05/31/25	983.48	10-5304-3235
CL34130	FUEL	05/31/25	2,114.58	10-5305-3235
CL34130	FUEL	05/31/25	421.27	10-5306-3235
CL34130	FUEL	05/31/25	91.04	31-5401-3235
CL34130	FUEL	05/31/25	884.09	31-5402-3235
CL34130	FUEL	05/31/25	59.52	31-5403-3235
CL34130	FUEL	05/31/25	91.03	32-5501-3235
CL34130	FUEL	05/31/25	884.05	32-5502-3235
CL34130	FUEL	05/31/25	1,943.32	33-5600-3235
CL34130	FUEL	05/31/25	168.40	34-5340-3235
CL34130	FUEL	05/31/25	67.68	10-5301-3235
Total HOMAX OIL SALES INC:			17,307.32	
INBERG MILLER ENGINEERS				
18411CW26	C&D LANDFILL PERMIT AND DESIGN	07/01/25	4,436.78	34-5895-2153
5265CW142	ENVIRONMENTAL MONITORING	06/30/25	7,524.09	34-5895-2153
Total INBERG MILLER ENGINEERS:			11,960.87	
INLAND TRUCK PARTS CO				
IN-1825104	LANDING GEAR UNIT	06/19/25	1,246.17	34-5340-3210
IN-1825104	FREIGHT	06/19/25	123.00	34-5340-3210
Total INLAND TRUCK PARTS CO:			1,369.17	
JERRYS WELDING SERVICE				
33346	WELDING REPAIR-MAST SUPPORT	05/07/25	240.00	33-5600-2155
33659	TUBE	06/09/25	53.95	34-5340-3210
33659	TUBE	06/09/25	148.25	34-5340-3210
33659	CUTTING	06/09/25	15.00	34-5340-3210
33659	PLATE	06/09/25	64.15	34-5340-3210
33659	CUTTING	06/09/25	40.00	34-5340-3210
33818	PLATE-LANDING GEAR REPAIR	06/26/25	331.19	34-5340-2155
33818	WELDING-LANDING GEAR REPAIR	06/26/25	850.00	34-5340-2155
Total JERRYS WELDING SERVICE:			1,742.54	
JOE JOHNSON EQUIPMENT LLC				
PO2933	TUBE	06/09/25	637.50	32-5502-3210
PO2933	FREIGHT	06/09/25	43.87	32-5502-3210
Total JOE JOHNSON EQUIPMENT LLC:			681.37	

Invoice Number	Description	Inv Date	Invoice Amount	GL Account Number
JTL GROUP/DBA KNIFE RIVER, INC				
357738	ASPHALT	05/30/25	739.80	10-5305-2155
358597	ASPHALT	06/11/25	1,269.00	10-5305-2155
358726	ASPHALT	06/12/25	1,090.80	10-5305-2155
359327	ASPHALT	06/20/25	726.30	10-5305-2155
359585	ASPHALT	06/24/25	8,739.90	57-5570-6544
359712	ASPHALT	06/25/25	8,742.60	57-5570-6544
359835	ASPHALT	06/26/25	720.90	10-5305-2155
Total JTL GROUP/DBA KNIFE RIVER, INC:			22,029.30	
JUSTICE SYSTEMS INC				
INVB-059050	FULL COURT ENTERPRISE LICENSES	12/29/24	2,520.00	10-5105-2156
Total JUSTICE SYSTEMS INC:			2,520.00	
KALAR, BILL				
062325	TREE TRIM REIMBURSEMENT	06/23/25	125.00	10-5304-2158
Total KALAR, BILL:			125.00	
L & R GUN SHOP				
259	SHOTGUN	06/04/25	414.00	10-5202-3210
Total L & R GUN SHOP:			414.00	
L N CURTIS & SONS				
PINV1007869	BALLISTIC VESTS	06/30/25	2,362.50	10-5202-3233
PINV1007869	OREGON CITY VEST CARRIER	06/30/25	607.50	10-5202-3233
PINV1007869	ID PATCHES	06/30/25	16.60	10-5202-3233
Total L N CURTIS & SONS:			2,986.60	
LARAMIE PEAK HUMANE SOCIETY				
062225	TNR	06/22/25	1,045.82	10-5110-8734
062525	RESTITUTION PAYMENT	06/25/25	23.00	10-20000206
2025.10 MAY	FUNDING ALLOCATION AGREEMENT	06/05/25	8,333.33	10-5110-8734
2025.11-JUN	FUNDING ALLOCATION AGREEMENT	06/26/25	8,333.33	10-5110-8734
Total LARAMIE PEAK HUMANE SOCIETY:			17,735.48	
LARAMIE RANGE WATER TREATMENT & PLUMBING				
LW1742518	WATER	06/23/25	24.00	34-5340-3210
LW1742518	DELIVERY	06/23/25	3.00	34-5340-3210
Total LARAMIE RANGE WATER TREATMENT & PLUMBING:			27.00	
LARSEN, BRETT/CANDACE				
062725	UTILITY DEPOSIT REFUND	06/27/25	29.99	96-20000229
Total LARSEN, BRETT/CANDACE:			29.99	
LEXISNEXIS RISK DATA MANAGMENT INC				
1100141542-MAY	ACCURINT INFORMATION SERVICES	05/31/25	112.55	10-5202-2156
Total LEXISNEXIS RISK DATA MANAGMENT INC:			112.55	

Invoice Number	Description	Inv Date	Invoice Amount	GL Account Number
LITHIA OF CASPER LLC				
19755	VEHICLE	06/17/25	45,938.00	47-5470-6548
342121	A/C PRESSURE LINE	05/30/25	131.27	10-5305-3210
343486	WASHER NOZZLE	06/17/25	29.46	10-5202-3210
343486	WASHER HOSE KIT	06/17/25	29.13	10-5202-3210
CM341514	RETURN-A/C LINE	06/03/25	152.00-	10-5305-3210
CM341843	RETURN-A/C LINE	06/03/25	68.95-	10-5305-3210
Total LITHIA OF CASPER LLC:			45,906.91	
LOENBRO				
416993-33	WIRING PUMP REPAIRS	05/30/25	115.00	31-5402-2155
417665-33	MICROLOGIX ANALOG INPUT-SCADA SYSTEM	06/20/25	1,840.16	31-5401-2155
Total LOENBRO:			1,955.16	
MARKLEYS PRECISION COMPANY LLC				
24-053-1	ORPHA & CLEARFIELD TANK RE-COATING	06/26/25	208,000.00	31-5402-6544
24-053-1	RETAINAGE-ORPHA & CLEARFIELD TANK RE-COATING	06/26/25	10,400.00-	31-20000210
Total MARKLEYS PRECISION COMPANY LLC:			197,600.00	
MOTOROLA SOLUTIONS INC				
1411183264	VIDEO LICENSE	05/22/25	195.00	10-5202-2156
8282136545	ON-SITE DEPLOYMENT/CONFIGURATION-WATCHGUARD	05/21/25	3,500.00	10-5202-2156
Total MOTOROLA SOLUTIONS INC:			3,695.00	
NORCO INC				
43739291	TOILET TISSUE	06/02/25	114.00	10-5100-3210
43778848	TOILET TISSUE	06/06/25	94.25	10-5100-3210
43778851	TOILET TISSUE	06/06/25	182.00	10-5304-3210
43778851	BOWL CLEANER	06/06/25	49.57	10-5304-3210
43778851	TRASH BAGS	06/06/25	106.56	10-5304-3210
43778851	FOAM CLEANER DISPENSER	06/06/25	34.64	10-5304-3210
43778851	TRASH BAGS	06/06/25	74.00	10-5304-3210
43778851	DELIVERY	06/06/25	19.50	10-5304-3210
43780892	RETURN-TOILET PAPER	06/06/25	114.00-	10-5100-3210
43813637	FILL SCBA CYLINDER	06/11/25	22.20	31-5401-3210
43813637	HANDLING CHARGE	06/11/25	6.00	31-5401-3210
43829532	BOWL CLEANER	06/13/25	49.57	10-5304-3210
43829532	SHIPPING	06/13/25	19.50	10-5304-3210
43865728	NORTON BLUEFIRE	06/18/25	104.25	10-5302-3210
43865728	GLOVES	06/18/25	15.34	10-5302-3210
43865728	SMOKED LENS	06/18/25	19.94	10-5302-3210
Total NORCO INC:			797.32	
NORMONT EQUIPMENT COMPANY				
33976	HEATING BLANKET	06/17/25	632.00	10-5305-3210
33976	FREIGHT	06/17/25	18.79	10-5305-3210
Total NORMONT EQUIPMENT COMPANY:			650.79	
NV5 INC				
450107	COMMUNITY FACILITY	06/26/25	10,099.00	57-5571-2153

Invoice Number	Description	Inv Date	Invoice Amount	GL Account Number
Total NV5 INC:			10,099.00	
ONE CALL OF WYOMING				
75638	UTILITY LOCATES	06/06/25	144.90	31-5402-2120
75638	UTILITY LOCATES	06/06/25	144.90	32-5502-2120
75639	UTILITY LOCATES	06/06/25	13.65	10-5304-2120
Total ONE CALL OF WYOMING:			303.45	
ONE STOP AUTO PLEX				
134756	ALIGNMENT	06/04/25	119.99	32-5502-3210
134756	SHOP SUPPLIES	06/04/25	4.80	32-5502-3210
Total ONE STOP AUTO PLEX:			124.79	
O'REILLY AUTOMOTIVE INC				
317504	RETURN-CORE	04/14/25	44.00	10-5202-3210
324224	GEAR LUBE	05/30/25	99.99	10-5302-3237
324224	GEAR LUBE	05/30/25	59.98	10-5302-3237
324971	TURN SWITCH	06/04/25	45.30	10-5304-3210
325132	ANITFREEZE	06/05/25	179.88	10-5302-3237
325137	WARNING LIGHT	06/05/25	32.29	34-5340-3210
325347	REFRIGERANT	06/06/25	89.97	10-5305-3210
326138	BRAKE CLEANER	06/11/25	41.88	34-5340-3210
327229	CARB CLEANER	06/18/25	5.99	10-5305-3210
328058	TIRE PATCH	06/23/25	7.92	10-5302-3210
328399	ADHESIVE REMOVER	06/26/25	11.99	10-5305-3210
329113	WRENCH SET	06/30/25	39.98	31-5401-3210
Total O'REILLY AUTOMOTIVE INC:			571.17	
OUTDOOR ENTHUSIASTS OF CONVERSE COUNTY				
061425	FUNDING ALLOCATION AGREEMENT	06/14/25	15,000.00	10-5110-8763
Total OUTDOOR ENTHUSIASTS OF CONVERSE COUNTY:			15,000.00	
PARTSONE LLC				
53038	BRAKE ROTOR	06/16/25	124.00	10-5202-3210
53038	BRAKE PADS	06/16/25	31.99	10-5202-3210
57147	BARREL PUMP FLEX HOSE	05/30/25	34.09	34-5340-3210
57703	SERVICE JACK	06/10/25	789.99	32-5502-3210
57950	STEP MOUNT BRACKET	06/13/25	39.90	34-5340-3210
58334	TIE DOWN	06/19/25	16.75	10-5304-3210
58559	DISTRIBUTOR SENSOR	06/24/25	41.39	10-5304-3210
58600	DISTRIBUTOR	06/25/25	87.29	10-5304-3210
58767	COUPLER	06/27/25	11.21	10-5302-3210
58894	FUEL PUMP	06/30/25	168.46	10-5302-3210
68245	TIRE REPAIR KIT	06/18/25	4.51	10-5306-3210
68245	TIRE REPAIR PROBE	06/18/25	6.21	10-5306-3210
Total PARTSONE LLC:			1,355.79	
PEASLEY & ARMSTRONG LLP				
1888	LEGAL SERVICES	06/04/25	3,096.00	10-5100-2151
1888	LEGAL SERVICES	06/04/25	1,612.35	10-5105-2151

Invoice Number	Description	Inv Date	Invoice Amount	GL Account Number
Total PEASLEY & ARMSTRONG LLP:			4,708.35	
PLAINS TRADING POST				
062725	UTILITY DEPOSIT REFUND	06/27/25	850.06	96-20000229
062725-1	UTILITY DEPOSIT REFUND	06/27/25	2,273.69	96-20000229
062725-2	UTILITY DEPOSIT REFUND	06/27/25	314.65	96-20000229
063025	UTILITY DEPOSIT REFUND	06/30/25	386.73	96-20000229
Total PLAINS TRADING POST:			3,825.13	
PLATTE COUNTY LOCKSMITH SERVICES				
062425	LOCK CYLINDER INSTALLATION	06/24/25	585.00	32-5501-2158
Total PLATTE COUNTY LOCKSMITH SERVICES:			585.00	
POWDER RIVER CONSTRUCTION INC				
24-049-4	POOL RENOVATION	06/30/25	1,064,195.18	55-5550-6544
24-049-4	RETAINAGE-POOL RENOVATION	06/30/25	53,209.76	55-20000210
Total POWDER RIVER CONSTRUCTION INC:			1,010,985.42	
PTOLEMY GROUP INC				
11704	OFFICE 365	06/01/25	1,857.00	10-5103-2158
Total PTOLEMY GROUP INC:			1,857.00	
RADDCO LLC				
108630	HOSE	06/04/25	17.28	34-5340-3210
108630	HYDRAULIC FITTING	06/04/25	10.16	34-5340-3210
108655	WIPER BLADES	06/05/25	20.06	10-5304-3210
108766	RADIATOR CAP	06/06/25	6.76	34-5340-3210
108877	TAPE	06/09/25	8.77	10-5302-3210
108956	BRAKE PAD	06/10/25	47.08	10-5304-3210
108956	ROTORS	06/10/25	232.02	10-5304-3210
109176	COUPLING	06/12/25	17.50	34-5340-3210
109186	COUPLING	06/12/25	5.89	34-5340-3210
109186	COUPLING	06/12/25	6.68	34-5340-3210
109186	COUPLING	06/12/25	7.37	34-5340-3210
109186	FITTING	06/12/25	3.65	34-5340-3210
109186	COUPLING	06/12/25	4.12	34-5340-3210
109250	DECK PLATE BRACKET	06/13/25	50.08	34-5340-3210
109277	FUEL FILTER	06/13/25	15.17	10-5302-3210
109369	GLOVES	06/16/25	27.97	10-5302-3210
109554	TIRE SENSORS	06/18/25	40.94	10-5100-3210
109644	TANK ENGINE HEATER	06/19/25	68.47	34-5340-3210
109828	DISTRIBUTOR CAP	06/23/25	13.29	10-5304-3210
109828	ROTOR	06/23/25	5.95	10-5304-3210
109836	PAINTED ROTORS	06/23/25	114.64	10-5202-3210
109836	BRAKE PADS	06/23/25	27.29	10-5202-3210
109836	BRAKE PADS	06/23/25	34.99	10-5202-3210
109841	PAINTED ROTORS	06/23/25	146.24	10-5202-3210
109936	AIR FILTER	06/24/25	51.36	10-5302-3210
109946	HAND CLEANER	06/24/25	41.44	32-5502-3210
110136	BATTERY TERMINALS	06/26/25	4.49	10-5302-3210
110275	BELTS	06/30/25	14.20	31-5401-3210

Invoice Number	Description	Inv Date	Invoice Amount	GL Account Number
Total RADDCO LLC:			1,043.86	
RAMSHORN CONSTRUCTION INC				
23-001-3	CITY HALL SITE IMPROVEMENTS	06/26/25	115,705.00	57-5570-6544
23-001-3	RETAINAGE-CITY HALL SITE IMPROVEMENTS	06/26/25	5,785.25	57-20000210
24-018-3	N 2ND STREET IMPROVEMENT PROJECT	06/25/25	191,752.12	56-5560-6544
24-018-3	RETAINAGE-N 2ND STREET IMPROVEMENT PROJECT	06/25/25	9,587.61	56-20000210
24-018-3	N 2ND STREET IMPROVEMENT PROJECT	06/25/25	84,157.88	31-5840-6544
24-018-3	RETAINAGE-N 2ND STREET IMPROVEMENT PROJECT	06/25/25	4,207.89	31-20000210
Total RAMSHORN CONSTRUCTION INC:			372,034.25	
ROCKY MOUNTAIN POWER				
062325	ELECTRICITY SERVICES	06/23/25	8,198.27	10-5100-2131
062325	ELECTRICITY SERVICES	06/23/25	164.12	10-5201-2131
062325	ELECTRICITY SERVICES	06/23/25	652.09	10-5301-2131
062325	ELECTRICITY SERVICES	06/23/25	1,662.43	10-5304-2131
062325	ELECTRICITY SERVICES	06/23/25	181.08	10-5306-2131
062325	ELECTRICITY SERVICES	06/23/25	188.74	10-5307-2131
062325	ELECTRICITY SERVICES	06/23/25	2,176.68	31-5401-2131
062325	ELECTRICITY SERVICES	06/23/25	1,046.33	31-5402-2131
062325	ELECTRICITY SERVICES	06/23/25	7,059.55	32-5501-2131
062325	ELECTRICITY SERVICES	06/23/25	862.38	32-5502-2131
062325	ELECTRICITY SERVICES	06/23/25	709.68	34-5340-2131
070725	ELECTRICITY SERVICES	07/07/25	9,119.60	10-5100-2131
070725	ELECTRICITY SERVICES	07/07/25	192.45	10-5201-2131
070725	ELECTRICITY SERVICES	07/07/25	322.25	10-5301-2131
070725	ELECTRICITY SERVICES	07/07/25	1,474.42	10-5304-2131
070725	ELECTRICITY SERVICES	07/07/25	183.06	10-5306-2131
070725	ELECTRICITY SERVICES	07/07/25	221.99	10-5307-2131
070725	ELECTRICITY SERVICES	07/07/25	4,559.38	31-5401-2131
070725	ELECTRICITY SERVICES	07/07/25	1,108.77	31-5402-2131
070725	ELECTRICITY SERVICES	07/07/25	7,395.85	32-5501-2131
070725	ELECTRICITY SERVICES	07/07/25	814.24	32-5502-2131
070725	ELECTRICITY SERVICES	07/07/25	586.83	34-5340-2131
Total ROCKY MOUNTAIN POWER:			48,880.19	
RON'S SUPPLY LLC				
338071	SAFETY GLASSES	06/02/25	79.80	10-5304-3210
338071	SAFETY GLASSES	06/02/25	23.94	10-5304-3210
338100	OXYGEN	06/04/25	41.99	10-5305-3210
338100	ACETYLENE	06/04/25	69.99	10-5305-3210
Total RONS SUPPLY LLC:			215.72	
SAFEWAY STORES				
728531	COFFEE PODS	06/18/25	26.99	10-5100-3230
728531	COFFEE	06/18/25	71.96	10-5100-3230
728531	CREAMER	06/18/25	8.49	10-5100-3230
728531	WATER	06/18/25	6.98	10-5100-3230
728531	KLEENEX	06/18/25	10.99	10-5100-3210
728531	PAPER TOWELS	06/18/25	29.98	10-5100-3210
805902	COFEE	06/11/25	89.95	10-5301-3230
Total SAFEWAY STORES:			245.34	

Invoice Number	Description	Inv Date	Invoice Amount	GL Account Number
SAGE TRUCK DRIVING SCHOOL				
677098	CDL TRAINING	04/07/25	5,120.00	34-5340-3210
Total SAGE TRUCK DRIVING SCHOOL:			5,120.00	
SALTUS TECHNOLOGIES LLC				
2503-91	SOFTWARE MAINTENANCE-DIGITICKET	03/01/25	7,450.00	10-5202-2156
Total SALTUS TECHNOLOGIES LLC:			7,450.00	
SCRAMBLER CREATIVE SERVICES				
1962	MURAL ANTI-GRAFFITTI/UV	05/30/25	1,500.00	93-5930-2158
1963	RAILROAD MUSEUM MURAL	05/30/25	2,500.00	93-5930-2158
Total SCRAMBLER CREATIVE SERVICES:			4,000.00	
SUPERIOR SIGNS & SUPPLY LLC				
30384	GOLF WAYFINDING SIGNS	06/16/25	1,080.00	10-5305-3210
Total SUPERIOR SIGNS & SUPPLY LLC:			1,080.00	
TEXAS PNEUDRAULIC INC				
046366	CONTROL SWITCH	06/19/25	187.50	10-5305-3210
046366	FREIGHT	06/19/25	29.39	10-5305-3210
Total TEXAS PNEUDRAULIC INC:			216.89	
TJ INDUSTRIES				
144000	TIRES	06/03/25	890.08	32-5502-3210
144431	TIRES	06/23/25	652.00	10-5304-3210
Total TJ INDUSTRIES:			1,542.08	
TOP OFFICE PRODUCTS				
202921	COPIER MAINTENANCE AGREEMENT	05/27/25	6.03	10-5301-2156
202921	COPIER MAINTENANCE AGREEMENT	05/27/25	16.50	10-5100-2156
202921	COPIER MAINTENANCE AGREEMENT	05/27/25	4.97	10-5106-2156
202921	COPIER MAINTENANCE AGREEMENT	05/27/25	52.73	10-5106-2156
202921	COPIER MAINTENANCE AGREEMENT	05/27/25	30.00	10-5100-2156
202921	COPIER MAINTENANCE AGREEMENT	05/27/25	155.10	10-5100-2156
Total TOP OFFICE PRODUCTS:			265.33	
TORGERSON'S EQUIPMENT LLC				
PO9404	DOOR GLASS	06/09/25	450.14	10-5306-3210
PO9404	FREIGHT	06/09/25	131.57	10-5306-3210
Total TORGERSON'S EQUIPMENT LLC:			581.71	
TWIN PEAKS PUMP & SUPPLY INC				
155368	NIPPLE	06/13/25	14.37	10-5304-3210
Total TWIN PEAKS PUMP & SUPPLY INC:			14.37	
UNITED STATES POSTAL SERVICE				
062625	POSTAGE	06/26/25	500.00	10-5100-2101

Invoice Number	Description	Inv Date	Invoice Amount	GL Account Number
Total UNITED STATES POSTAL SERVICE:			500.00	
USA BLUEBOOK				
INV00719218	PSI GAUGE	05/22/25	217.90	31-5401-3210
INV00719218	SHIPPING	05/22/25	26.86	31-5401-3210
INV00719218	NIPPLE	05/22/25	5.42	31-5401-3210
INV00719218	VALVE	05/22/25	49.33	31-5401-3210
INV00732284	BUFFER SOLUTION	06/06/25	56.45	31-5401-3210
INV00732284	BUFFER SOLUTION	06/06/25	56.45	31-5401-3210
INV00732284	BUFFER SOLUTION	06/06/25	56.45	31-5401-3210
INV00732284	SHIPPING	06/06/25	44.85	31-5401-3210
Total USA BLUEBOOK:			513.71	
VERIZON WIRELESS				
062325	CELLULAR SERVICE	06/23/25	16.80	31-5402-2134
062325	CELLULAR SERVICE	06/23/25	33.58	32-5502-2134
062325	CELLULAR SERVICE	06/23/25	56.69	10-5102-2134
062325	CELLULAR SERVICE	06/23/25	16.80	31-5401-2134
063025	CELLULAR SERVICE	06/30/25	100.02	10-5106-2134
063025	CELLULAR SERVICE	06/30/25	80.02	10-5202-2134
070225	CELLULAR SERVICE	07/02/25	40.01	10-5201-2134
070225	CELLULAR SERVICE	07/02/25	1,531.30	10-5202-2134
Total VERIZON WIRELESS:			1,875.22	
VIALPONDO, RYAN				
052825	ALCOHOL COMPLIANCE CHECKS	05/28/25	170.00	13-5831-3210
Total VIALPONDO, RYAN:			170.00	
VINTAGE RAILS RESTORATION				
062625	DINER/CABOOSE REPAIRS	06/26/25	4,695.00	54-5540-2155
Total VINTAGE RAILS RESTORATION:			4,695.00	
VISA-CONVERSE COUNTY BANK				
001148	FUEL-MUNICIPAL COURT CONFERENCE	05/01/25	36.01	10-5105-2123
001215	MEAL	05/01/25	24.30	10-5202-2123
001272	MEAL	05/01/25	18.49	10-5202-2123
002965	FUEL	05/02/25	56.99	10-5202-2123
004860	GIFT CARDS-COMPLIANCE CHECKS	06/04/25	270.00	13-5831-3210
008343	FUEL-WPSDA RECERTIFICATION	05/08/25	54.53	10-5202-2123
011269	MEAL	06/11/25	5.00	10-5102-2123
011269	MEAL	06/11/25	5.00	10-5101-2123
012170	GIFT CARDS-STUDENT OF THE QUARTER AWARDS	05/12/25	30.00	10-5201-3210
0153-3	MEAL-WPSDA RECERTIFICATION	05/20/25	40.62	10-5202-2123
015474	MEAL	05/15/25	13.40	10-5202-2123
0162474394773	TRAVEL	05/02/25	140.96	10-5202-2123
0162474394773	TRAVEL	05/02/25	19.99	10-5202-2123
0162474394773	TRAVEL	05/02/25	19.99	10-5202-2123
018850	MEAL	06/18/25	36.00	10-5102-2123
020239	FUEL	06/20/25	51.61	10-5102-2123
020459	MEAL	06/20/25	18.19	10-5102-2123
020562	FUEL-WPSDA RECERTIFICATION	05/20/25	41.90	10-5202-2123
020962	MEAL	06/20/25	3.03	10-5102-2123
022235	MEAL-WPSDA RECERTIFICATION	05/22/25	10.47	10-5202-2123

Invoice Number	Description	Inv Date	Invoice Amount	GL Account Number
022818	MEAL-WPSDA RECERTIFICATION	05/22/25	21.79	10-5202-2123
029438	MEAL	04/29/25	19.00	10-5202-2123
029745	MEAL	04/29/25	14.36	10-5202-2123
030287	MEAL	04/30/25	22.21	10-5202-2123
051525	ANNUAL RENEWAL-K9 CONTROLLED SUBSTANCE REGISTRATI	05/15/25	82.00	10-5202-3210
061325	REGISTRATION-HANDLER INSTRUCTION & TRAINING	06/13/25	399.11	10-5202-2122
061825	CREDIT-REWARD PROGRAM POINTS	06/18/25	831.34-	10-4100-1109
10449	COOKIE-FAREWELL	06/10/25	14.99	10-5100-3230
10449	CAKE-FAREWELL	06/10/25	24.99	10-5100-3230
111-1557882	ERGONOMIC MOUSE	05/21/25	39.99	10-5106-3210
111-1557882	BLUETOOTH ADAPTER	05/21/25	9.80	10-5106-3210
111-1557882	GIFT CARD BALANCE	05/21/25	.01-	10-5106-3210
111-1970362	SPRAY PAINT	05/30/25	12.00	93-5930-2158
111-1970362	SIDEWALK CHALK	05/30/25	29.99	93-5930-2158
111-1970362	PAINT	05/30/25	34.98	93-5930-2158
113-5596302	LAPTOP PRIVACY SCREEN	06/30/25	41.98	10-5106-3210
113-6656268	BACKDROP	06/06/25	29.99	41-5410-2158
113-6656268	TAPE	06/06/25	28.86	41-5410-2158
113-6656268	ACOUSTIC PANELS	06/06/25	65.90	41-5410-2158
113-6656268	AREA RUG	06/06/25	109.99	41-5410-2158
113-6656268	SHIPPING	06/06/25	6.99	41-5410-2158
113-6656268	PROMOTION	06/06/25	12.49-	41-5410-2158
11385417	LODGING	06/13/25	477.00	10-5102-2123
11385418	LODGING	06/13/25	318.00	10-5101-2123
113-8741873	NIGHTSTICK FLASHLIGHT	06/03/25	253.90	10-5202-3210
11387429	LODGING-WPSDA RECERTIFICATION	05/23/25	435.48	10-5202-2123
114-2790948	RECEIPT BOOKS	06/27/25	88.98	10-5105-3210
114-3899363	SEAT COVERS	06/09/25	217.10	10-5302-3210
1235-8158	REGISTRATION-SIMPLIV LEARNING CLASS	06/24/25	75.00	10-5102-2122
133	MEAL	06/10/25	31.38	10-5102-2123
1390902	RECERTIFICATION-ISA CERTIFIED ARBORIST	06/05/25	230.00	10-5304-2122
143	MEAL-WPSDA RECERTIFICATION	05/21/25	39.14	10-5202-2123
154497502	MEAL	05/01/25	10.90	10-5202-2123
166	MEAL	04/30/25	14.40	10-5202-2123
19436-1	CREDIT DIFFERENCE	05/08/25	8.55-	10-5202-3210
20064	MEAL-WPSDA RECERTIFICATION	05/19/25	38.12	10-5202-2123
21982900-1	MEAL TIP	04/16/25	4.00	31-5402-2123
24Y8UE	LODGING-WPSDA RECERTIFICATION	05/05/25	476.00	10-5202-2123
24Z1P4	LODGING-WPSDA RECERTIFICATION	05/04/25	169.00	10-5202-2123
250613-06-51	MEAL	06/13/25	19.04	10-5102-2123
275	MEAL-COMPLIANCE CHECKS	06/03/25	36.72	13-5831-3210
275865	FUEL-WPSDA RECERTIFICATION	05/22/25	37.09	10-5202-2123
31184960	MEAL	06/13/25	11.50	10-5102-2123
31184960	MEAL	06/13/25	11.50	10-5101-2123
332001	MEAL	05/02/25	19.38	10-5202-2123
348	MEAL-COMPLIANCE CHECKS	05/26/25	17.84	13-5831-3210
391210	PICKLES-DMS FORENSICS PROGRAM	05/01/25	29.96	10-5202-3210
4648858699	LENVO BILLABLE REPAIR	06/10/25	294.50	10-5103-2155
4648858699	SHIPPING	06/10/25	14.73	10-5103-2155
48464	MEAL	06/04/25	92.00	10-5102-2123
5168	MEAL-WASCOP LEADERSHIP CONFERENCE	05/05/25	79.07	10-5202-2123
5635	MEAL-WPSDA RECERTIFICATION	05/05/25	137.09	10-5202-2123
5865389654075	K9 COLLAR BATTERY KIT	06/12/25	41.40	10-5202-3210
635472512	PARKING FEES	05/02/25	70.00	10-5202-2123
7001059210	TACTICAL KNIFE	06/11/25	201.59	10-5202-3210
737608611	RAINBOW SWIRL POP-FREEDOM FEST	06/16/25	64.99	10-5201-3210
737608611	GLITTER SQUEEZE BALLS-FREEDOM FEST	06/16/25	169.91	10-5201-3210
8511786	MEAL	04/30/25	40.73	10-5202-2123

Invoice Number	Description	Inv Date	Invoice Amount	GL Account Number
882125794755	SHIPPING CHARGES	06/22/25	213.52	10-5202-3210
900047470	BLOCK OF CREDITS	06/26/25	360.00	10-5106-2158
9457333	MANAGE ENGINE MOBILE DEVICE	06/20/25	895.00	10-5103-2120
9461543	MANAGE ENGINE MOBILE DEVICE	06/20/25	300.00	10-5103-2120
CB9645ED8968	NAPC VIRTUAL SUMMER SHORT COURSE	06/27/25	65.00	92-5920-2158
NC40832	POWER BANK	06/03/25	34.95	10-5106-3210
NC40832	SHIPPING	06/03/25	6.03	10-5106-3210
PR64PQ	BAGGAGE FEES	04/29/25	40.00	10-5202-2123
PR64PQ-1	BAGGAGE FEES	05/02/25	40.00	10-5202-2123
R5555261745	LODGING	04/02/25	183.31	10-5202-2123
ST-FWD	TRAVEL	05/02/25	38.51	10-5202-2123
STFWD-1	TRAVEL	04/29/25	51.35	10-5202-2123
USFS-482658	FLASH COLLAR	06/30/25	159.31	10-5302-3210
Total VISA-CONVERSE COUNTY BANK:			7,707.43	
VISIONARY COMMUNICATIONS INC				
1264606	PHONE SERVICE	06/01/25	815.68	10-5100-2134
1296860	PHONE SERVICE	06/01/25	176.62	10-5103-2158
Total VISIONARY COMMUNICATIONS INC:			992.30	
WAYNE COLEMAN CONSTRUCTION				
22-066-6	CLEARFIELD BOOSTER STATION PROJECT	06/27/25	96,937.40	31-5840-6544
22-066-6	RETAINAGE-CLEARFIELD BOOSTER STATION PROJECT	06/27/25	4,846.87-	31-20000210
Total WAYNE COLEMAN CONSTRUCTION:			92,090.53	
WILLIAMS PORTER DAY & NEVILLE				
20918	LEGAL SERVICES	06/05/25	425.00	10-5100-2151
Total WILLIAMS PORTER DAY & NEVILLE:			425.00	
WINSLOW, ERIC				
111-6997800	BOOT REIMBURSEMENT	04/27/25	100.00	10-5202-3233
Total WINSLOW, ERIC:			100.00	
WW GRAINGER				
9476014981	PUMP	04/16/25	865.79	32-5501-3210
9516799872	TEE	05/22/25	11.62	31-5401-3210
9523319847	GLOVES	05/29/25	85.12	10-5305-3210
9528900781	HOSE	06/04/25	148.12	10-5305-3210
9528900781	NOZZLE	06/04/25	21.54	10-5305-3210
9534223897	LAMINATING MACHINE	06/09/25	263.82	10-5302-3210
9537476856	PAPER TOWELS	06/11/25	114.10	10-5302-3210
9539174152	ABSORBENT PAD	06/12/25	127.61	34-5340-3210
9539174152	SAFETY GLASSES	06/12/25	13.46	34-5340-3210
9539174152	SAFETY GLASSES	06/12/25	18.12	34-5340-3210
9539174152	GLOVES	06/12/25	26.88	34-5340-3210
9539174152	GLOVES	06/12/25	10.35	34-5340-3210
9539174152	GLOVES	06/12/25	13.44	34-5340-3210
9542928172	BUSHING	06/17/25	25.50	31-5401-3210
9542928172	CONNECT FITTINGS	06/17/25	104.40	31-5401-3210
9544018733	STATE FLAG	06/18/25	40.38	10-5301-3210
9544018733	US FLAG	06/18/25	43.43	10-5301-3210
9546713208	SUCTION CUP LIFTER	06/19/25	168.12	10-5302-3220

Invoice Number	Description	Inv Date	Invoice Amount	GL Account Number
Total WW GRAINGER:			2,101.80	
WY ASSOC OF MUNICIPALITIES				
110	REGISTRATION-WYOCMA	04/01/25	30.00	10-5102-2122
Total WY ASSOC OF MUNICIPALITIES:			30.00	
WY CONF OF BUILDING OFFICIALS				
061325	REGISTRATION-BUILDING OFFICIAL CONFERENCE	06/13/25	50.00	10-5106-2120
Total WY CONF OF BUILDING OFFICIALS:			50.00	
WY DEPT OF TRANSPORTATION				
153294	LOCAL SHARE OF PARTICIPATING EXPENDITURES	06/02/25	1,809.14	10-5305-2158
Total WY DEPT OF TRANSPORTATION:			1,809.14	
WY MACHINERY COMPANY				
PO8560070	TUBE ASSEMBLY	06/11/25	488.34	34-5340-3210
PO8560070	VALVE COVER GASKET	06/11/25	42.72	34-5340-3210
PO8560070	SHIPPING	06/11/25	10.62	34-5340-3210
PO8561514	INJECTOR	06/12/25	1,718.08	34-5340-3210
PO8561514	CORE CHARGE	06/12/25	572.72	34-5340-3210
PO8561514	SHIPPING	06/12/25	34.36	34-5340-3210
PO8564535	SHIPPING	06/14/25	19.51	34-5340-3210
PO8564536	WINDSHIELD	06/14/25	975.38	34-5340-3210
PO8567636	INJECTOR	06/18/25	859.04	34-5340-3210
PO8567636	CORE CHARGE	06/18/25	286.36	34-5340-3210
PO8567636	SHIPPING	06/18/25	17.18	34-5340-3210
W08558667	MILEAGE-FIELD TEST	06/10/25	25.50	34-5340-2155
W08558667	LABOR-FIELD TEST	06/10/25	668.00	34-5340-2155
Total WY MACHINERY COMPANY:			5,717.81	
WY SUPREME COURT				
062725	AUTOMATION FEE	06/27/25	480.00	10-20000208
062725	CIVIL LEGAL SERVICE FEES	06/27/25	160.00	10-20000208
Total WY SUPREME COURT:			640.00	
YOUTH DEVELOPMENT SERVICES				
061625-JUNE	FUNDING ALLOCATION AGREEMENT	06/16/25	1,666.66	10-5110-8709
Total YOUTH DEVELOPMENT SERVICES:			1,666.66	
Grand Totals:			2,653,704.30	

Approved By _____
City Manager

Date _____



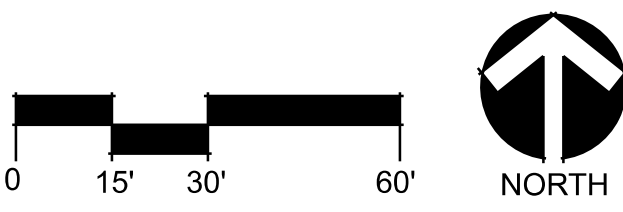








RIVERSIDE PARK:
ANTENNA GROUNDING FIELD - DOUGLAS, WYOMING



STEINER
THUESEN
PLLC

GOLF COURSE ARCHITECTURE
IRRIGATION DESIGN
LANDSCAPE ARCHITECTURE

OCTOBER, 2023









Agenda Item Report City Council – July 14, 2025

Item

Expenditure Consideration

Responsible Staff Contact

Mary Nicol

Recommendation

Executive Summary

Three items omitted from the FY25–26 budget require direction: the Sidewalk Rehab 50/50 Program (\$35,000), Street Pans (\$35,000), and a Community Service Officer vehicle, which is budgeted at \$25,000 but is estimated to cost \$40,000–\$50,000. Guidance is requested on whether to fund and proceed with these items.

Background

Initially included in the Capital Project Fund worksheets (Tab 22), but omitted from the formal capital plan requests and, consequently, from the final budget.

- **Sidewalk Rehab 50/50 Program:** \$35,000
This long-standing program assists residents in repairing sidewalks, enhancing safety and maintaining the community's appearance.
- **Street Pans:** \$35,000

Community Service Officer Vehicle: estimated at \$40,000–\$50,000

While the FY25–26 budget includes \$25,000 for a used vehicle, research indicates that a suitable vehicle meeting operational needs is expected to cost between \$40,000 and \$50,000.

We look forward to your direction on these items.

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

SD Commitment

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

Budget/Fiscal Impact

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

Action Requested/Recommended Motion

Attachments

None

5.9 Signs

5.9.1 General

A.Intent

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

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

B.Applicability

The signage requirements of this section shall apply to the construction or substantial expansion of any single or multi-family residential use, manufactured and/or mobile home park, travel trailer and RV park, commercial, or industrial use in any zoning district within the City. For the purpose of applying the requirements of this Section, "substantial expansion" shall include any development or construction activity that requires approval of a Residential Site Plan or Type A, B, or B-LSR Development Plan as outlined in Chapter 3 of this Code. Additional use-specific standards may be applicable pursuant to the requirements of Chapter 6 of this Code.

C.Alternate Sign Plan

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

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

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

D.Measurement of Sign Area

The measurement of sign area shall be as follows:

- The surface area of all signs shall be counted and considered a part of the maximum total sign area allowed.

- Sign area shall be measured by determining the sum of the area within a continuous perimeter enclosing the extreme limits of sign display including any frame or border.
- Sign area for a building site is the total area of all signs located on the site and shall include any directional signs for off-premise businesses, but shall not include temporary signs.
- The area of double-faced signs shall be calculated on the basis of one (1) face only.

E.Enforcement

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

5.9.2Permit and Construction Requirements

A.Sign Permit Required

Signs shall not be installed or erected so as to create a safety hazard and shall be constructed in a workmanlike manner, using industry-accepted structural design and meeting the requirements of all building, fire, safety, traffic, commercial wind loading, and electrical codes and ordinances.

B.Exemptions

~~The following signs are exempt from the sign permit requirements of this Section:~~

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

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

C.Engineered Plans Required

i. Freestanding Signs

Engineered plans shall be submitted for all freestanding signs in excess of twelve (12) feet in height. Signs shall be measured from finished grade to the top of the sign.

ii. Freestanding and Pole Signs

All freestanding and pole signs must be a minimum of eight (8) feet from finished grade to the bottom of the sign in areas of pedestrian traffic and fifteen (15) feet in areas of potential vehicular traffic. Freestanding signs shall not be allowed within public right-of-way.

iii. Projecting Signs

Projecting signs over public sidewalks shall be a minimum of eight (8) feet from finished grade. Projecting signs over alley rights-of-way shall be a minimum of fifteen (15) feet above the alley surface and shall not extend out from the building so as to create a safety hazard to passing vehicular traffic. Under no circumstances shall signs be allowed within or to project into a public street, which for the purposes of this Section shall include the area between the front curb on each side of the street where curb is existing or approved and from edge of pavement to edge of pavement where no curb exists or no curb is required.

5.9.3Sign Allowances by Zone District

A.Signage in the Agricultural Zoning District

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

B.Signage in Residential Zoning Districts

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

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

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

D. Signage in the CB-1 Zoning District

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

E. Signage in the B-1 and B-2 Zoning Districts

The total combined sign area of local business and general business shall not exceed four hundred (400) square feet. All signs, including directional signs for off-site businesses and portable signs, shall be included in calculating the total combined sign area.

F. Signage in the MU-PUD Zoning District with No Adopted Master Plan

The total combined sign area in mixed use planned unit development zone districts with no adopted master plan shall not exceed four hundred (400) square feet. All signs, including directional signs for off-site businesses and portable signs, shall be included in calculating the total combined sign area.

G. Signage in the PLI Zoning District with No Adopted Master Plan

The total combined sign area in planned light industrial zone districts with no adopted master plan shall not exceed four hundred (400) square feet. All signs, including directional signs for off-site businesses and portable signs, shall be included in calculating the total combined sign area.

H. Signage in the I (Industrial) Zoning District

The total sign area in industrial zone districts shall not exceed seven hundred (700) square feet. All signs, including directional signs for off-site businesses and portable signs, shall be included in calculating the total combined sign area. The Community Development Director, in approving a Type A Development Plan, and the City Council, in approving a Type B or B-LSR Development Plan, may require a reduction in the total combined sign area or may allow limited increases in the total combined sign area. All increases in the total combined sign area shall be limited to developments providing a comprehensive sign program for the entire development that incorporates higher quality and more aesthetic construction materials and design.

I. Signage in the Overlay Districts

i. O-LDH

The total combined sign area in the Local Downtown Historic Overlay District shall be limited to two hundred (200) square feet per building site area. All signs, including directional signs for off-site businesses and portable signs, shall be included in calculating the total combined sign area. Signs in this overlay district shall be subject to the City of Douglas Downtown Design Guidelines, the Downtown Douglas Historic District Rehabilitation Standards, and to the review and approval of the Downtown Douglas Historic District Review Panel.

ii. O-DD

The total combined sign area in the Designated Downtown Overlay District shall be limited to three hundred (300) square feet per building site area; unless the property is within the Local Downtown Historic Overlay District (O-LDH). All signs, including directional signs for off-site businesses and portable signs, shall be included in calculating the total combined sign area. Signs in this overlay district on commercial or mixed-use properties shall be subject to the City of Douglas Downtown Design Guidelines and to the review and approval of the Community Development Department Director.

iii. O-NDH

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The total combined sign area in the North Douglas Historic Overlay District zone shall be limited to fifty (50) square feet per building site area. All signs, including directional signs for off-site businesses and portable signs, shall be included in calculating the total combined sign area. Signs in this overlay district which are also in either the Local Downtown Historic Overlay District or the Designated Downtown Overlay District shall additionally be subject to the City of Douglas Downtown Design Guidelines, the Downtown Douglas Historic District Rehabilitation Standards, and to the review and approval of the Downtown Douglas Historic District Review Panel as outlined previously.

J.Community Entryways

Signage along the West Yellowstone, Center Street, 4th Street and East Richards Street corridors shall be sited and constructed in a manner that is compatible with indigenous land forms, native plants, or other landscaping approved by the City. The Community Development Director, in approving a Type A Development Plan, or the City Council in approving a Type B or B-LSR Development Plan, may exempt some signs from this standard if the applicant can adequately demonstrate that the associated landscaping would interfere with pedestrian or vehicular traffic or traffic visibility.

Table 5.9-1 Allowed Sign Types by Zone Districts

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

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Sidewalk sign						T	T			T	T	T			T	
Suspended sign						A	A	A	A	A	A	A	A	A	A	A
Wall sign						A	A	A	A	A	A	A	A	A	A	A

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

5.9.4 General Sign Standards

A. Compatible with Site Architecture

Signs requiring a building permit shall be designed and constructed with materials that are compatible with the architectural design of the buildings located on the same site.

B. Location and Setbacks

i. All Signs Located On-Site

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

ii. Setbacks

Unless otherwise approved by the Community Development Director after reviewing a Type A Development Plan or by the City Council after reviewing a master sign plan for a Type B or B-LSR Development Plan as part of a master sign plan or by the Board of Adjustment in approving a variance, all signs shall be located a minimum of ten (10) feet from all of the property lines.

iii. Freestanding and Pole Signs Adjacent to Residential Zone District

Freestanding and pole signs shall not be allowed within 100 feet of any residential, manufactured or mobile home park, or travel trailer or RV park zoning district. The distance shall be measured from the center of the right-of-way dividing the zoning districts or from the property line dividing the subject property and zoning district.

iv. Location Restrictions

- No portion of any sign shall project within two (2) feet of the back of curb line of any public or private right-of-way as defined by this Code or provision of the Douglas Municipal Code.
- Signs shall be not less than six (6) feet horizontally and twelve (12) feet vertically from overhead electrical conductors that are energized in excess of 750 volts.
- Signs and associated structures shall not be designed or constructed in a manner that interferes with the free use of any fire escape, fire exit, fire hydrant or standpipe used for fire suppression.
- Signs shall not be designed or constructed in a manner that obstructs or otherwise reduces light or ventilation.
- The design and construction of signs shall comply with all applicable federal, state, or local requirements.

C. Temporary Signs

- i. Residential properties – all single-family residential properties that are located in Residential Zoning Districts are permitted temporary signs not to exceed eight (8) square feet in total sign area per road frontage. Corner lots and lots with frontage on more than one street are entitled to eight (8) square feet per frontage. This sign area allowance covers

but is not limited to: address signs, home occupation signs, lawn signs, real estate signs, contractor signs, and political signs. Signs may be freestanding, mounted to a permanent building structure or displayed in a window. Trees, rocks or other naturally occurring landscape features may not be used to support a residential sign.

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

i. Garage Sale Signs

Temporary signs for garage sales may only be displayed 48 hours prior to the sale and shall be removed within 72 hours after the sale.

ii. Special Event Signs

Special event signs, including, but not limited to, grand openings, sales, races, and social or nonprofit events, may be displayed on the property hosting the special event for up to 14 days prior to the event and shall be removed within 48 hours after the event.

iii. Political Signs

Political signs pertaining to a specific election may be displayed only on private property, in accordance with Wyo. Stat. § 22-25-115. All political signs shall be removed within five (5) days after the associated election.

iv. Real Estate and Real Estate Development Signs

Real estate signs shall not exceed ten (10) square feet in area and real estate development signs shall not exceed 32 square feet in area and shall be displayed only on the subject property. Real estate and real estate development signs shall be removed within 72 hours after the sale of the property or after receipt of a certificate of occupancy for the development.

D. Directional Signs

i. **Area**

Directional signs shall be a maximum area of ten (10) square feet.

ii. **Height**

Directional signs shall not exceed five (5) feet in height.

iii. **Number**

No more than two (2) directional signs shall be permitted per use.

iv. **Placement**

Directional signs may be located off-premise with the written permission of the property owner upon which the directional sign is located

v. **Lighting**

Lighting for directional signs is prohibited.

E. Portable Signs

i. **Portable Signs Temporary**

Portable signs shall be considered temporary in nature. Any portable signs in use for more than 30 days shall be counted toward the overall sign area allowance for the subject property.

ii. Area

Portable signs shall not exceed 40 square feet.

iii. Number

No more than one (1) portable sign shall be permitted per use.

iv. Placement

Portable signs may only be located on the property in which the advertised products are sold or where the advertised services or events are performed or occur.

v. Lighting

Lighting of portable signs shall not exceed 60 watts. Any property owner using a portable sign shall obtain a sign permit which shall include documentation verifying compliance with this requirement.

F. Sidewalk Signs (see Figure 5.9-1 below for an example of a sidewalk sign)

i. Sidewalk Signs Temporary

Sidewalk signs shall be considered temporary in nature. Any sidewalk sign in use for more than 30 days shall be counted toward the total sign area allowance for the property.

ii. Area

Sidewalk signs shall not exceed 20 square feet in total sign area. Double-sided sidewalk signs shall not exceed 20 square feet on either side.

iii. Number

No more than one (1) sidewalk sign shall be permitted per use.

iv. Placement

Sidewalk signs may only be located on the property in which the advertised products are sold or where the advertised services or events are performed or occur. Sidewalk signs shall not obstruct pedestrian use of the sidewalk upon which they are located or obstruct pedestrian access to on-street parking, or access to adjacent buildings or uses.

v. Lighting

Lighting of sidewalk signs shall be prohibited.

Figure 5.9-1: Example of a sidewalk sign.



SIDEWALK SIGN

G.Wall, Canopy, Projecting Signs (see Figure 5.9-2 below for an example of wall and canopy signs)

Wall, canopy, or signs projecting from a building facade shall be located on the building face adjacent to the space occupied by the use.

i. Area

Wall, canopy, or signs projecting from building facades shall be limited to a maximum of fifty (50) square feet each in the R-3, R-4, MH-1, MH-2 and CB-1 zoning districts and two hundred (200) square feet in the B-1, B-2, MU-PUD, PLI and I zoning districts. Projecting signs shall not exceed twelve (12) square feet each. Building facades shall not be combined to increase the allowed square footage.

ii. Projections from Building Facades

Wall, canopy, or signs projecting from building facades shall comply with the following requirements:

- Wall, canopy, or signs projecting from building facades shall not extend over windows or architectural features (pilasters, reveals, etc.).
- Wall, canopy, or signs projecting from building facades shall not have any characters or logos that exceed ten (10) feet in height.
- Wall signs projecting from building facades shall not project more than eighteen (18) inches from the wall or surface upon which it is mounted.
- Canopy or signs projecting from building facades shall have a minimum clearance of eight (8) feet.

iii. Projection of Attached Signs Above Building Restricted

Attached signs shall not project above the highest point of the building, excluding rooftop mechanical structures, chimneys, elevator shafts, ventilators, and all other facilities which may project above that area of the building commonly known as the roof.

Figure 5.9-2: Example of wall and canopy signs.



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

i. Height

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

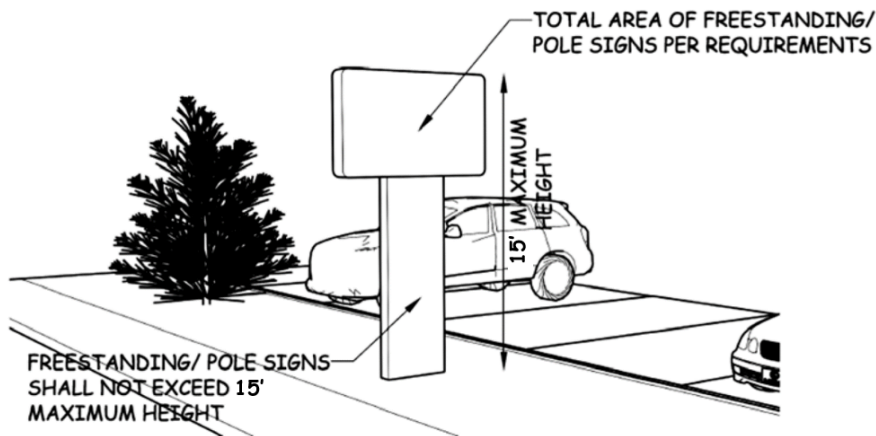
ii. Area

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

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

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

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

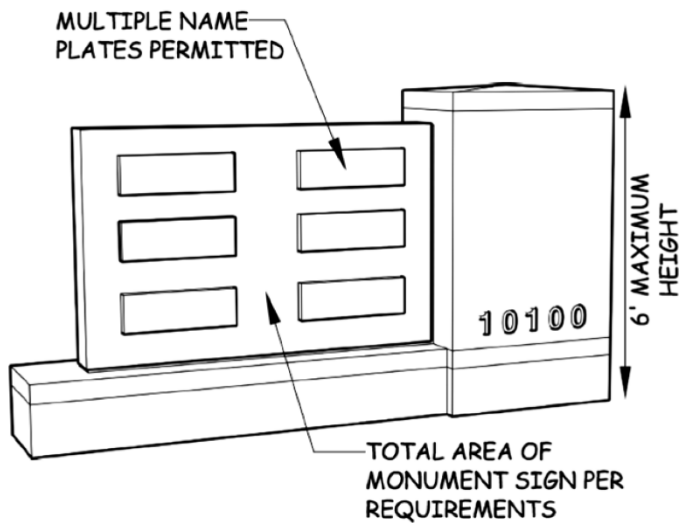


I. Monument Signs (see Figure 5.9-4 below for an example of a monument sign)

- i. Monument Signs Incorporated with Landscape Plan
Monument signs shall be depicted on the landscape plan associated with a Type A, Type B, or Type B-LSR Development Plan.
- ii. Height
The maximum height of a monument sign shall be six (6) feet.
- iii. Area
The total area of a monument sign shall not exceed two (2) square feet for each linear foot of the building wall closest to the monument sign or fifty (50) square feet, whichever is less. Monument signs shall only be allowed on lots or parcels in which a building exists.
- iv. Number of Monument Signs Permitted on a Site
 - a. One (1) monument sign shall be allowed on a single lot or parcel. Multiple tenants may be advertised on the same monument sign.
 - b. Subdivision Monument Signs. For residential subdivisions consisting of more than twenty (20) residential units, one (1) monument subdivision sign per development entrance shall be permitted. Each sign shall not exceed twenty-four (24) square feet in sign display area and shall not exceed five (5) feet in sign height. The sign shall be set back a minimum of five (5) feet from any property line, unless designed and constructed as part of an entranceway architectural feature, such as a gate, decorative wall, archway, or similar element.
 - c. Non Single-Family Use Residential Monument Signs. For properties used for multi-family residential buildings or townhouse structures, one (1) monument or wall sign per street frontage shall be permitted. Each sign shall not exceed twenty-four (24) square feet in sign display area. The monument sign shall not exceed five (5) feet in sign height and shall be set back a minimum of five (5) feet from both the front and side property lines. For properties used for multi-

family residential buildings or townhouse structures that have more than one (1) street frontage, one (1) two-faced monument sign oriented so as to be visible from either right-of-way (such as a diagonal sign on a corner lot) shall be allowed in accordance with the standards in this chapter and other requirements of this Code.

Figure 5.9-4: Example of a monument sign.



J. Mechanical Message Display (MMD)

The following criteria shall apply to mechanical message display signs or billboards:

- i. Use of an MMD shall require prior approval of a conditional use permit. Conversion of existing static display to MMD shall require prior approval from the City Council. New signs or billboards proposing MMD shall require prior approval from the City Council.
- ii. Each message on an electronic message display shall be displayed for at least four (4) to eight (8) seconds.
- iii. The transition between messages shall be instantaneous. Transitional effects and other transitional schemes are prohibited.
- iv. Lighting on all mechanical message displays shall adhere to the lighting standards of the Code.
- v. In the event a malfunction occurs, all mechanical message displays shall shut down any lights and terminate movement of panels or hold panels in one position until all repair work has been completed.
- vi. Section 5.9.5 Off-Premise Sign Standards (Billboards) shall also apply when proposed MMD is off-premise.

K. Electronic Message Display (EMD)

The following criteria shall apply to electronic message display signs or billboards:

-
- i. Use of an EMD shall require prior approval of a conditional use permit. Conversion of existing static display to EMD shall require prior approval from the City Council. New signs or billboards proposing EMD shall require prior approval from the City Council.
 - ii. Animated or other video messaging shall require prior City Council authorization as part of the conditional use permit review and approval process. Animation may not be approved administratively by the Community Development Director.
 - iii. Each message on an electronic message display shall be displayed for at least four (4) to eight (8) seconds.
 - iv. The transition between messages display shall be instantaneous. Transitional effects shall be limited to instant (slideshow), fade, dissolve, circle out, diamond out, jaws, zoom, wipe left, wipe right, scroll, and travel.
 - v. Unless otherwise varied by the conditional use, all electronic message displays shall be equipped with technology that automatically dims the electronic message displays according to ambient light conditions to a luminance or nighttime brightness level of up to five hundred (500) NIT, which will result in a reduction of display brightness between five (5) percent and twenty-five (25) percent, depending on the resolution of the sign. Documentation shall be provided from the sign manufacturer which verifies compliance with auto dimming and brightness requirements.
 - vi. All electronic message displays shall be equipped with the ability to be shut off within twenty-four (24) hours of malfunctioning. Signs under repair shall be shut off.
 - vii. Section 5.9.5 Off-Premise Sign Standards (Billboards) shall also apply when proposed EMD is off-premise.

5.9.5 Off-Premise Sign Standards (Billboards)

The purposes of this Section include the following:

- Limiting the impact of billboards on the community;
- Improving the appearance of gateways into and out of the community;
- Ensuring compatibility of billboards with adjacent land uses;
- Limiting the impact of billboard clutter within the community;
- Geographically and strategically dispersing billboards;
- Promoting transportation safety; and
- Preserving the visual enjoyment of the community's natural setting.

The City of Douglas recognizes that billboards are a necessary and appropriate advertising medium and that there are acceptable and viable locations for billboards within the community.

A. General

- i. **Sign Permit Required**
No off-premise sign shall be erected, re-erected, relocated, replaced, expanded or altered, without first securing a sign permit and a building permit.
- ii. **Placement Limited**
Off-premise signs proposed in community entry ways or Character Districts shall require conditional use approval from the City Council prior to construction. The City Council may

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impose additional time, place, and manner restrictions on the placement and sign area of off-premise signs located in Character Districts or Entry Corridors.

iii. Conditional Use Required for Mechanical or Electronic Message Display

Any change in display type from a static poster display to mechanical or electronic message display shall require prior approval of a conditional use permit.

iv. Alteration of Existing Signs without Required Permits

No off-premise sign may be altered, except for minor alterations that do not affect the location, face area, height, or display type of the sign, without obtaining prior approval of a conditional use permit and building permit. Failure to comply with this requirement shall result in the loss of any existing non-conforming status.

v. Increase in Sign Area

Any expansion of sign size, area, or square footage shall require prior approval of a conditional use permit and building permit.

vi. Sign Area

No billboard, except for any legally existing non-conforming billboard, shall exceed 245 square feet in area.

vii. Height

The height of a billboard shall not exceed the maximum building or structure height of the applicable zoning district.

B.Setbacks and Location Standards

i. Setbacks

All billboards shall comply with the minimum setback requirements of the applicable zoning district within which the billboard is proposed to be located. The setback requirement for a billboard in any zoning district that allows a zero lot line setback shall be ten (10) feet.

ii. Location Standards

- a. No billboard shall be placed on the roof of any building or structure.
- b. No billboard shall cantilever over an existing building or structure.
- c. The following spacing criteria shall apply to billboards:
 - Billboards shall be spaced at least 1,000 feet from all other billboards, except in the I (Industrial) and PLI (Planned Light Industrial) zoning districts, where the spacing shall be at least 400 feet. Spacing between billboards shall be measured in a straight line regardless of physical obstructions.
 - Only one (1) billboard shall be placed within a 250-foot radius of the center point of a roadway intersection.
 - Billboards shall not be placed within five hundred (500) feet of any residential zoning district. Spacing between a billboard and a residential zoning district shall be measured in a straight line regardless of physical obstructions.

5.9.6Nonconforming Signs

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A.Termination of Right to Maintain Nonconforming Sign

The right to maintain a nonconforming sign shall terminate upon occurrence of one or more of the following events or activities:

- Abandonment of the nonconforming sign for a continuous period of one (1) year;
- An increase of any sign dimension;
- Damage to or destruction of the nonconforming sign from any cause whatsoever if the cost of repairing the damage or destruction exceeds fifty (50) percent of the replacement cost of the sign. In determining the replacement cost of a nonconforming sign, the cost of the land, the cost of renting land, or any factor other than the cost of the sign itself shall not be considered; or
- Failure of the nonconforming sign to comply with this Code at the time of construction.

B.Change of Copy, Orientation or Trim

The copy, orientation, or trim on a non-conforming sign and supporting structure may be changed.

C.Maintenance

Nonconforming signs shall be maintained in good repair and any damaged sign shall be repaired, except as otherwise limited by this Section.

(Ord. No. 967, § 42, 8-10-2015; Ord. No. 990, §§ 6, 36—38, 5-22-2017; Ord. No. 1000, §§ 15, 16, 6-10-2019; Ord. No. 1011, §§ 27—29, 12-13-2021)



Agenda Item Report

City Council – July 14, 2025

Item

Liquor License Consideration: Application to transfer from H 4 U INC to 5 Rivers Inc.

Responsible Staff Contact

Recommendation

Recommend Council weigh the application versus the needs of the community.

Executive Summary

On June 10, 2025, 5 Rivers Inc obtained a liquor license application. 5 Rivers purchased the Plains Trading Post and is requesting the current liquor license be transferred from H 4 U, Inc to 5 Rivers Inc. The transfer fee of \$100 has been collected, all paperwork has been submitted and sent to the liquor division. The license currently issued is a Retail Liquor License with an expiration date of March 31, 2026. Currently, a lease between H 4 U, Inc and 5 Rivers Inc is in effect to allow the use of the retail liquor license while the transfer is under review. Based on discussion, 5 Rivers Inc believes a retail license is the best fit, as they plan to open a package store on the property and occasionally cater off-premises events.

Background

On June 10, 2025, 5 Rivers Inc obtained a liquor license application. 5 Rivers purchased the Plains Trading Post and is requesting the current liquor license be transferred from H 4 U, Inc to 5 Rivers Inc. The transfer fee of \$100 has been collected, all paperwork submitted and sent to the liquor division. The license currently issued is a Retail Liquor License with an expiration date of March 31, 2026. Currently, a lease between H 4 U, Inc and 5 Rivers Inc is in effect to allow the use of the retail liquor license while the transfer is under review. Based on discussion, 5 Rivers Inc believes a retail license is the best fit, as they plan to open a package store on the property and occasionally cater off-premises events.

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

SD Commitment

SD Commitment Strategy

SD Commitment KPI

SD Outcome

SD Outcome Strategy

SD Outcome KPI

2014 Master Plan
2015 Downtown Master Plan

Budget/Fiscal Impact

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

Action Requested/Recommended Motion

Options:

Option 1: I move to deny the transfer of the retail liquor license from H 4 U Inc to 5 Rivers Inc and recommend submitting an application for a Bar and Grill liquor license.
or
Option 2: I move to approve the transfer of the retail liquor license from H 4 U Inc to 5 Rivers Inc as presented.

Attachments

1. Transfer Application

NEW OR TRANSFER LIQUOR LICENSE OR PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY

Customer #:

Trf from:

Reviewer:

Initials

Date

Agent:

Mgr:

To be completed by City / Town / County Clerk

Local License #:

3

License

Fees

Annual Fee:

\$

Date filed with clerk:

6 / 10 / 25

Prorated Fee:

\$

Advertising Dates: (2 Consecutive Weeks Prior to Hearing)

Transfer Fee:

\$

100.00

June 18, 2025 June 25, 2025

Publishing Fee:

\$

15.00

Public Hearing Date:

07 / 14 / 2025

Publishing Fee Direct Billed to Applicant: ☐

License Term:

07 / 14 / 2025

Through

03 / 31 / 2026

Month

Day

Year

Month

Day

Year

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

Applicant (Business Name):

5 Rivers Inc

Doing Business As (DBA) / Trade Name:

Plains Restaurant and Bar

Building to be licensed / Building Address:

528 E. Richards St

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

Douglas

City

WY

State

82633

Zip

Converse

County

Local Mailing Address:

528 E. Richards St

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

Douglas

City

WY

State

82633

Zip

Converse

County

Local Business Telephone Number:

307 358 4484

Fax Number:

307 358-1869

Business E-Mail Address:

sasminhas9041@gmail.com

Business Primary Contact:

Amanda Kaur

First Name

Kaur

Last Name

FILING FOR☐ NEW LICENSE☐ TRANSFER OF LOCATION☒ TRANSFER OF OWNERSHIP☒ ASSIGNMENT LETTER MUST BE ATTACHED

FORMERLY HELD BY: H4U INC

FILING IN (CHOOSE ONLY ONE)☒ CITY / TOWN OF:

Douglas

☐ COUNTY OF:**FILING AS (CHOOSE ONLY ONE)**☐ INDIVIDUAL☐ PARTNERSHIP☐ LP☐ LLP☐ LLLP☐ LLC☐ LC☒ CORPORATION (INC)☐ POLITICAL SUBDIVISION☐ ORGANIZATION☐ OTHER**TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)**☒ RETAIL LIQUOR LICENSEPRIMARY BUSINESS TYPE
(CHOOSE ONLY ONE)☒ ON-PREMISE BAR☐ OFF-PREMISE PACKAGE STORE☐ ON & OFF PREMISE BAR &
PACKAGE STORE☐ RESTAURANT LIQUOR LICENSE☐ BAR AND GRILL LIQUOR LICENSE☐ RESORT LIQUOR LICENSELIMITED RETAIL LIQUOR LICENSE
(CLUB)☐ VETERANS CLUB☐ FRATERNAL CLUB☐ GOLF CLUB☐ SOCIAL CLUB☐ MICROBREWERY PERMIT☐ WINERY PERMIT☐ MANUFACTURER SATELLITE PERMIT☐ WINERY SATELLITE PERMIT☐ COUNTY MALT BEVERAGE PERMIT☐ SPECIAL MALT BEVERAGE PERMIT**SPECIAL STATUTORY DESIGNATIONS (CHOOSE ONLY ONE)**☐ COMMERCIAL AIRPORT (W.S. 12-4-201(d)(iv))☐ GOLF CLUB (W.S. 12-5-201(f))☐ GUEST RANCH (W.S. 12-5-201(f))☐ RESORT☐ GOLF CLUB-POLIT. SUBDIVISION (W.S. 12-4-301(e) / 12-5-201(f))☐ Other:**OPERATIONAL STATUS** (To Assist the Liquor Division with scheduling inspections (W.S. 12-1-101(a)(xxi) / 12-2-301(c) / 12-4-103(a)(iv)))☒ FULL TIME

MONTHS OF OPERATION

from Jan to Dec ☒ All Year (Jan-Dec)☐ SEASONAL

DAYS OF WEEK OF OPERATION

from Mon to Sun ☐ Every Day (Mon-Sun)☐ NON-OPERATIONAL / PARKED

HOURS OF OPERATION

from 8 AM to 2 AM ☐ 24 Hours a Day

ALL APPLICANTS MUST COMPLETE QUESTIONS 1- 3

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

Does the Applicant own or lease the licensed building?

- (a) The Applicant **OWNS** the licensed building.

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

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

- (i) Lease term expiration date; located on page_____paragraph_____.

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

- (ii) **Sales** provision for alcoholic or malt beverages: located, on page_____ paragraph_____.

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

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

- (a) To operate the liquor business, has the business or license/permit been assigned, leased, transferred or contracted with any other person (entity) to operate and assert total or partial control of the license or permit or the licensed building?

☐ YES ☒ NO

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

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

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

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

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

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

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

☐ YES ☒ NO

☐ YES ☒ NO

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

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

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

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

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

☐ YES ☐ NO

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

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

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

Does the resort complex:

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

(b) Include a restaurant and a convention facility; a convention facility that will seat at least one hundred (100) persons? W.S. 12-4-401(b)(ii)

(c) Include motel, hotel or privately owned condominium, town house or home accommodations approved for short term occupancy with at least one hundred (100) sleeping rooms? W.S. 12-4-401(b)(iii)

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

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

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

☐ YES ☐ NO

☐ YES ☐ NO

☐ YES ☐ NO

☐ YES ☐ NO

☐ YES ☐ NO

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

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

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

9. LIMITED RETAIL (CLUB) LIQUOR LICENSE:

FRATERNAL CLUBS W.S. 12-1-101(a)(iii)(B)

- (a) Has the fraternal organization been actively operating in at least thirty-six (36) states? ☐ YES ☐ NO
- (b) Has the fraternal organization been actively in existence for at least twenty (20) years? ☐ YES ☐ NO

10. LIMITED RETAIL (CLUB) LIQUOR LICENSE:

VETERANS CLUBS W.S. 12-1-101(a)(iii)(A):

- (a) Does the Veteran's organization hold a charter by the Congress of the United States? ☐ YES ☐ NO
- (b) Is the membership of the Veteran's organization comprised only of Veterans and its duly organized auxiliary? ☐ YES ☐ NO

11. LIMITED RETAIL (CLUB) LIQUOR LICENSE:

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

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

12. LIMITED RETAIL (CLUB) LIQUOR LICENSE:

SOCIAL CLUBS W.S. 12-1-101(a)(iii)(E) / W.S. 12-4-301(b):

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

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

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

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

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

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

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

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip <i>DO NOT LIST PO BOXES</i>	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock or Ownership Held	Have you been convicted within the previous 10 years of:	
						a Felony Violation Relating to Alcoholic Liquor or Malt Beverages?	any Violation Relating to Alcoholic Liquor or Malt Beverages?
AMANPREET KAUR	12/27/75	11965 Jakes Ranch Rd Parker, CO 80138	916 896 9696		100%	YES ☐ NO ☒	YES ☐ NO ☒
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐

REQUIRED ATTACHMENTS:

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

OATH OR VERIFICATION

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

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

STATE OF WYOMING)
COUNTY OF Converse) SS.

Signed and sworn to before me on this 9 day of June, 2025 that the facts alleged in the foregoing instrument are true by the following:

- | | | | |
|----|--|----------------------------------|----------------|
| 1) | 
(Signature) | Amanpreet Kaur
(Printed Name) | Owner
Title |
| 2) |
(Signature) |
(Printed Name) |
Title |
| 3) |
(Signature) |
(Printed Name) |
Title |
| 4) |
(Signature) |
(Printed Name) |
Title |
| 5) |
(Signature) |
(Printed Name) |
Title |

Witness my hand and official seal:

(SEAL) STACEY HESSLER
Notary Public - State of Wyoming
Commission ID # 171075
My Commission Expires
April 01, 2031

Signature of Notary Public
My commission expires: 4/1/2031

Financial Statement for Liquor License Applicants

Applicant: 5 Rivers Inc. Date: 6/10/25

Assets

Current Assets

Cash	\$ <u>00</u>
Investments	\$ _____
Inventory	\$ <u>1500</u>
Prepaid Expenses	\$ _____
Other Current Assets	\$ _____
TOTAL CURRENT ASSETS	\$ _____

Fixed Assets

Land	\$ <u>150000</u>
Buildings	\$ <u>925000</u>
Leasehold Improvements	\$ _____
Furniture & Fixtures	\$ <u>00</u>
Other Fixed Assets	\$ <u>00</u>
TOTAL FIXED ASSETS	\$ <u>1075000</u>
Less- Accumulated Depreciation	\$ _____
NET FIXED ASSETS	\$ _____
TOTAL ASSETS (LINE1)	\$ _____

Liabilities

Current Liabilities

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

Capital

Capital

Sole Proprietor	\$ _____
Corporation	
Capital Stock	\$ _____
Treasury Stock	\$ _____
Retained Earnings	\$ _____
Partnership	
Name of Partner	Capital
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

TOTAL CAPITAL (LINE 3) **\$ _____**

TOTAL LIABILITIES & CAPITAL

(Line 2 + Line 3) Must equal line 1 **\$ _____**



Wyoming Secretary of State
Herschler Bldg East, Ste.100 & 101
Cheyenne, WY 82002-0020
Ph. 307-777-7311

For Office Use Only

WY Secretary of State
FILED: Mar 18 2025 4:21PM
Original ID: 2025-001637644

Profit Corporation Articles of Incorporation

- I. The name of the profit corporation is:
5 RIVERS INC
- II. The name and physical address of the registered agent of the profit corporation is:
AMANPRIT KAUR
1450 RIVERBEND DR
RAJESH JAIN
DOUGLAS, WY 82633
- III. The mailing address of the profit corporation is:
1450 RIVERBEND DR
DOUGLAS, WY 82633
- IV. The principal office address of the profit corporation is:
522 E RICHARDS ST
11621 PINE CANYON DR
DOUGLAS, WY 82633
- V. The number, par value, and class of shares the profit corporation will have the authority to issue are:
Number of Common Shares: 10,000 Common Par Value: \$1.0000
Number of Preferred Shares: 0 Preferred Par Value: \$0.0000
- VI. The name and address of each incorporator is as follows:
AMANPRIT KAUR
1450 RIVERBEND DR, DOUGLAS, WY 82633

Signature: AMANPRIT KAUR
Print Name: AMANPRIT KAUR
Title: PRESIDENT
Email: rituraj@accounttaxsol.com
Daytime Phone #: 9168969622

Date: 03/18/2025



- ☒ I am the person whose signature appears on the filing; that I am authorized to file these documents on behalf of the business entity to which they pertain; and that the information I am submitting is true and correct to the best of my knowledge.
- ☒ I am filing in accordance with the provisions of the Wyoming Business Corporation Act, (W.S. 17-16-101 through 17-16-1804) and Registered Offices and Agents Act (W.S. 17-28-101 through 17-28-111).
- ☒ I understand that the information submitted electronically by me will be used to generate Articles of Incorporation that will be filed with the Wyoming Secretary of State.
- ☒ I intend and agree that the electronic submission of the information set forth herein constitutes my signature for this filing.
- ☒ I have conducted the appropriate name searches to ensure compliance with W.S. 17-16-401.
- ☒ I affirm, under penalty of perjury, that I have received actual, express permission from each of the following incorporators to add them to this business filing: AMANPRIT KAUR
- ☒ I consent on behalf of the business entity to accept electronic service of process at the email address provided with Article IV, Principal Office Address, under the circumstances specified in W.S. 17-28-104(e).

Notice Regarding False Filings: Filing a false document could result in criminal penalty and prosecution pursuant to W.S. 6-5-308.

W.S. 6-5-308. Penalty for filing false document.

(a) A person commits a felony punishable by imprisonment for not more than two (2) years, a fine of not more than two thousand dollars (\$2,000.00), or both, if he files with the secretary of state and willfully or knowingly:

(i) Falsifies, conceals or covers up by any trick, scheme or device a material fact;

(ii) Makes any materially false, fictitious or fraudulent statement or representation; or

(iii) Makes or uses any false writing or document knowing the same to contain any materially false, fictitious or fraudulent statement or entry.

- ☒ I acknowledge having read W.S. 6-5-308.

Filer is: ☒ An Individual ☐ An Organization

Filer Information:

By submitting this form I agree and accept this electronic filing as legal submission of my Articles of Incorporation.

Signature: AMANPRIT KAUR

Date: 03/18/2025

Print Name: AMANPRIT KAUR

Title: PRESIDENT

Email: rituraj@accounttaxsol.com

Daytime Phone #: 9168969622

Consent to Appointment by Registered Agent

AMANPRIT KAUR, whose registered office is located at **1450 RIVERBEND DR, RAJESH JAIN, DOUGLAS, WY 82633**, voluntarily consented to serve as the registered agent for **5 RIVERS INC** and has certified they are in compliance with the requirements of W.S. 17-28-101 through W.S. 17-28-111.

I have obtained a signed and dated statement by the registered agent in which they voluntarily consent to appointment for this entity.

Signature:	<u>AMANPRIT KAUR</u>	Date: 03/18/2025
Print Name:	AMANPRIT KAUR	
Title:	PRESIDENT	
Email:	rituraj@accounttaxsol.com	
Daytime Phone #:	9168969622	

STATE OF WYOMING
Office of the Secretary of State

I, CHUCK GRAY, Secretary of State of the State of Wyoming, do hereby certify that the filing requirements for the issuance of this certificate have been fulfilled.

CERTIFICATE OF INCORPORATION

5 RIVERS INC

I have affixed hereto the Great Seal of the State of Wyoming and duly executed this official certificate at Cheyenne, Wyoming on this **18th** day of **March, 2025** at **4:21 PM**.

Remainder intentionally left blank.



Filed Date: 03/18/2025

A handwritten signature in cursive script that reads "Chuck Gray".

Secretary of State

Filed Online By:
AMANPRIT KAUR
on 03/18/2025

Lease - TO 5 RIVERS INC
FROM H4U INC

UNTIL DEC 25th I AM giving 5 RIVERS INC
my permission to use my current LICENSE TO
SELL ALCOHOL AT 528 E RICHARDS.

Charlie Hagg
PRES H4U INC

Date of this notice: 03-18-2025

Employer Identification Number:
33-4062167

Form: SS-4

Number of this notice: CP 575 A

5 RIVERS INC
1450 RIVERBEND DR
DOUGLAS, WY 82633

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 33-4062167. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did **not** apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

Based on the information received from you or your representative, you must file the following forms by the dates shown.

Form 941	10/31/2025
Form 940	01/31/2026
Form 1120	04/15/2026

If you have questions about the forms or the due dates shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification (corporation, partnership, etc.) based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2020-1, 2020-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

IMPORTANT INFORMATION FOR S CORPORATION ELECTION:

If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S, U.S. Income Tax Return for an S Corporation, must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, Election by a Small Business Corporation.

If you are required to deposit for employment taxes (Forms 941, 943, 940, 944, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), you will receive a Welcome Package shortly, which includes instructions for making your deposits electronically through the Electronic Federal Tax Payment System (EFTPS). A Personal Identification Number (PIN) for EFTPS will also be sent to you under separate cover. Please activate the PIN once you receive it, even if you have requested the services of a tax professional or representative. For more information about EFTPS, refer to Publication 966, *Electronic Choices to Pay All Your Federal Taxes*. If you need to make a deposit immediately, you will need to make arrangements with your Financial Institution to complete a wire transfer.

The IRS is committed to helping all taxpayers comply with their tax filing obligations. If you need help completing your returns or meeting your tax obligations, Authorized e-file Providers, such as Reporting Agents or other payroll service providers, are available to assist you. Visit www.irs.gov/efebusproviders for a list of companies that offer IRS e-file for business products and services.

IMPORTANT REMINDERS:

- * Keep a copy of this notice in your permanent records. This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you. You may give a copy of this document to anyone asking for proof of your EIN.
- * Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- * Refer to this EIN on your tax-related correspondence and documents.
- * Provide future officers of your organization with a copy of this notice.

Your name control associated with this EIN is 5RIV. You will need to provide this information along with your EIN, if you file your returns electronically.

Safeguard your EIN by referring to Publication 4557, *Safeguarding Taxpayer Data: A Guide for Your Business*.

You can get any of the forms or publications mentioned in this letter by visiting our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions about your EIN, you can contact us at the phone number or address listed at the top of this notice. If you write, please tear off the stub at the bottom of this notice and include it with your letter.

Thank you for your cooperation.

Keep this part for your records.

CP 575 A (Rev. 7-2007)

Return this part with any correspondence
so we may identify your account. Please
correct any errors in your name or address.

CP 575 A

9999999999

Your Telephone Number Best Time to Call
() -

DATE OF THIS NOTICE: 03-18-2025

EMPLOYER IDENTIFICATION NUMBER: 33-4062167

FORM: SS-4

NOBOD

INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

|||||

5 RIVERS INC
1450 RIVERBEND DR
DOUGLAS, WY 82633

Election by a Small Business Corporation
(Under section 1362 of the Internal Revenue Code)
(Including a late election filed pursuant to Rev. Proc. 2013-30)

OMB No. 1545-0123

► You can fax this form to the IRS. See separate instructions.
► Go to www.irs.gov/Form2553 for instructions and the latest information.

Note: This election to be an S corporation can be accepted only if all the tests are met under *Who May Elect* in the instructions, all shareholders have signed the consent statement, an officer has signed below, and the exact name and address of the corporation (entity) and other required form information have been provided.

Part I Election Information

Type or Print	Name (see instructions) 5 RIVERS INC	A Employer identification number 33-4062167
	Number, street, and room or suite no. If a P.O. box, see instructions. 1450 RIVERBEND DR	B Date incorporated 03/18/2025
	City or town, state or province, country, and ZIP or foreign postal code DOUGLAS, WY 82633	C State of incorporation WYOMING

D Check the applicable box(es) if the corporation (entity), after applying for the EIN shown in **A** above, changed its ☐ name or ☐ address

E Election is to be effective for tax year beginning (month, day, year) (see instructions) ► 03/18/2025

Caution: A corporation (entity) making the election for its first tax year in existence will usually enter the beginning date of a short tax year that begins on a date other than January 1.

F Selected tax year:

- (1) ☒ Calendar year
(2) ☐ Fiscal year ending (month and day) ► _____
(3) ☐ 52-53-week year ending with reference to the month of December
(4) ☐ 52-53-week year ending with reference to the month of ► _____
If box (2) or (4) is checked, complete Part II.

G If more than 100 shareholders are listed for item J (see page 2), check this box if treating members of a family as one shareholder results in no more than 100 shareholders (see test 2 under *Who May Elect* in the instructions) ► ☐

H Name and title of officer or legal representative whom the IRS may call for more information AMANPRIT KAUR, PRESIDENT	Telephone number of officer or legal representative 916-896-9622
---	---

I If this S corporation election is being filed late, I declare I had reasonable cause for not filing Form 2553 timely. If this late election is being made by an entity eligible to elect to be treated as a corporation, I declare I also had reasonable cause for not filing an entity classification election timely and the representations listed in Part IV are true. See below for my explanation of the reasons the election or elections were not made on time and a description of my diligent actions to correct the mistake upon its discovery. See instructions.

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Sign Here	Under penalties of perjury, I declare that I have examined this election, including accompanying documents, and, to the best of my knowledge and belief, the election contains all the relevant facts relating to the election, and such facts are true, correct, and complete.		
	Signature of officer ► _____	PRESIDENT Title _____	Date _____

Name

5 RIVERS INC

Employer identification number

33-4062167

Part I Election Information (continued) **Note:** If you need more rows, use additional copies of page 2.

J Name and address of each shareholder or former shareholder required to consent to the election. (see instructions)	K Shareholder's Consent Statement Under penalties of perjury, I declare that I consent to the election of the above-named corporation (entity) to be an S corporation under section 1362(a) and that I have examined this consent statement, including accompanying documents, and, to the best of my knowledge and belief, the election contains all the relevant facts relating to the election, and such facts are true, correct, and complete. I understand my consent is binding and may not be withdrawn after the corporation (entity) has made a valid election. If seeking relief for a late filed election, I also declare under penalties of perjury that I have reported my income on all affected returns consistent with the S corporation election for the year for which the election should have been filed (see beginning date entered on line E) and for all subsequent years.		L Stock owned or percentage of ownership (see instructions)		M Social security number or employer identification number (see instructions)	N Shareholder's tax year ends (month and day)
	Signature	Date	Number of shares or percentage of ownership	Date(s) acquired		
AMANPRIT KAUR 11965 JAKES RANCH ROAD PARKER, CO 80138		03/18/2025	100%	03/18/2025	652-22-4562	12/31

Name 5 RIVERS INC	Employer identification number 33-4062167
----------------------	--

Part II Selection of Fiscal Tax Year (see instructions)**Note:** All corporations using this part must complete item O and item P, Q, or R.**O** Check the applicable box to indicate whether the corporation is:

1. ☒ A new corporation **adopting** the tax year entered in item F, Part I.
2. ☐ An existing corporation **retaining** the tax year entered in item F, Part I.
3. ☐ An existing corporation **changing** to the tax year entered in item F, Part I.

P Complete item P if the corporation is using the automatic approval provisions of Rev. Proc. 2006-46, 2006-45 I.R.B. 859, to request (1) a natural business year (as defined in section 5.07 of Rev. Proc. 2006-46) or (2) a year that satisfies the ownership tax year test (as defined in section 5.08 of Rev. Proc. 2006-46). Check the applicable box below to indicate the representation statement the corporation is making.

1. Natural Business Year ► ☐ I represent that the corporation is adopting, retaining, or changing to a tax year that qualifies as its natural business year (as defined in section 5.07 of Rev. Proc. 2006-46) and has attached a statement showing separately for each month the gross receipts for the most recent 47 months. See instructions. I also represent that the corporation is not precluded by section 4.02 of Rev. Proc. 2006-46 from obtaining automatic approval of such adoption, retention, or change in tax year.

2. Ownership Tax Year ► ☐ I represent that shareholders (as described in section 5.08 of Rev. Proc. 2006-46) holding more than half of the shares of the stock (as of the first day of the tax year to which the request relates) of the corporation have the same tax year or are concurrently changing to the tax year that the corporation adopts, retains, or changes to per item F, Part I, and that such tax year satisfies the requirement of section 4.01(3) of Rev. Proc. 2006-46. I also represent that the corporation is not precluded by section 4.02 of Rev. Proc. 2006-46 from obtaining automatic approval of such adoption, retention, or change in tax year.

Note: If you do not use item P and the corporation wants a fiscal tax year, complete either item Q or R below. Item Q is used to request a fiscal tax year based on a business purpose and to make a back-up section 444 election. Item R is used to make a regular section 444 election.**Q** Business Purpose—To request a fiscal tax year based on a business purpose, check box Q1. See instructions for details including payment of a user fee. You may also check box Q2 and/or box Q3.

1. Check here ► ☐ if the fiscal year entered in item F, Part I, is requested under the prior approval provisions of Rev. Proc. 2002-39, 2002-22 I.R.B. 1046. Attach to Form 2553 a statement describing the relevant facts and circumstances and, if applicable, the gross receipts from sales and services necessary to establish a business purpose. See the instructions for details regarding the gross receipts from sales and services. If the IRS proposes to disapprove the requested fiscal year, do you want a conference with the IRS National Office?

☐ Yes ☐ No

2. Check here ► ☐ to show that the corporation intends to make a back-up section 444 election in the event the corporation's business purpose request is not approved by the IRS. See instructions for more information.

3. Check here ► ☐ to show that the corporation agrees to adopt or change to a tax year ending December 31 if necessary for the IRS to accept this election for S corporation status in the event (1) the corporation's business purpose request is not approved and the corporation makes a back-up section 444 election, but is ultimately not qualified to make a section 444 election, or (2) the corporation's business purpose request is not approved and the corporation did not make a back-up section 444 election.

R Section 444 Election—To make a section 444 election, check box R1. You may also check box R2.

1. Check here ► ☐ to show that the corporation will make, if qualified, a section 444 election to have the fiscal tax year shown in item F, Part I. To make the election, you must complete **Form 8716, Election To Have a Tax Year Other Than a Required Tax Year**, and either attach it to Form 2553 or file it separately.

2. Check here ► ☐ to show that the corporation agrees to adopt or change to a tax year ending December 31 if necessary for the IRS to accept this election for S corporation status in the event the corporation is ultimately not qualified to make a section 444 election.



Agenda Item Report

City Council – July 14, 2025

Item

Charter Ordinance: Liquor, Bar&Grill

Responsible Staff Contact

Recommendation

Executive Summary

Background

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

SD Commitment

SD Commitment Strategy

SD Commitment KPI

SD Outcome

SD Outcome Strategy

SD Outcome KPI

2014 Master Plan

2015 Downtown Master Plan

Budget/Fiscal Impact

Fund/Department

Project/Line Item(s)

Budgeted Amount

Anticipated Amount

Action Requested/Recommended Motion

Attachments

None



Agenda Item Report City Council – July 14, 2025

Item

Resolution 2025-18: A Resolution Authorizing the Sale of Real Property Owned by the City Of Douglas, Wyoming and More Particularly Described as Capitol Hill Subdivision, Lot 8, Block 1

Responsible Staff Contact

JD Cox

Recommendation

Recommend approval of Resolution 2025-18 as presented.

Executive Summary

The property in question was acquired by the City through a voluntary sale from the previous owner in lieu of foreclosure proceedings for an unpaid assessment. With ownership now vested in the City, the Council may wish to consider offering the property for sale.

Pursuant to applicable statute, the City must advertise its intent to sell by publishing notice for three consecutive weeks. The notice must describe the property and outline the terms of sale, and may either request sealed bids or announce a public auction. The property would then be awarded to the highest bidder unless all bids are rejected.

Background

The Capitol Hill Addition became part of the City of Douglas on November 3, 1919. Since that time, Lot 8, Block 1 has remained unchanged and has had no development.

The property is currently zoned R-1 Neighborhood Residential, which is intended to provide for low-density, single-family residential development and to provide for such community facilities and services as will serve the area residents while protecting the residential character and quality of the area.

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

SD Commitment: N/A

SD Commitment Strategy: N/A

SD Commitment KPI: N/A

SD Outcome: N/A

SD Outcome Strategy: N/A

SD Outcome KPI: N/A
2014 Master Plan: N/A
2015 Downtown Master Plan: N/A

Budget/Fiscal Impact

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

Action Requested/Recommended Motion

Recommend approval of Resolution 2025-18 as presented.

Attachments

1. Resolution 2025-18 Capitol Hill
2. Warranty Deed to City (1997)
3. Lot 8 Block 1 Capitol Hill Addition 11-24-1997
4. Lot 8 Block 1 Capitol Hill Addition Resolution 658 11-24-1997
5. 1-73CapitolHillAddn
6. WY State Statute 15-1-112 Property Sale 20250624

RESOLUTION NO. 2025-18

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

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

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

Whereas, the City chooses to sell the property; and

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

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

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

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

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

PASSED, APPROVED, AND ADOPTED this _____ day of _____, 2025.

Kim Pexton, Mayor

Attest:

Devon Litzsinger, City Clerk

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

WARRANTY DEED

JOHN P. MILLER, A SINGLE PERSON

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

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

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

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

LOT 8, BLOCK 1, CAPITOL HILL ADDITION

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

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

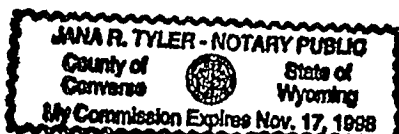
John P. Miller

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

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

this 18TH day of NOVEMBER, 19 97

Witness my hand and official seal.



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

CLAIMS/FINANCIAL

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

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

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

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

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

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

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

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

Resolution No. 658

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

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

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

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

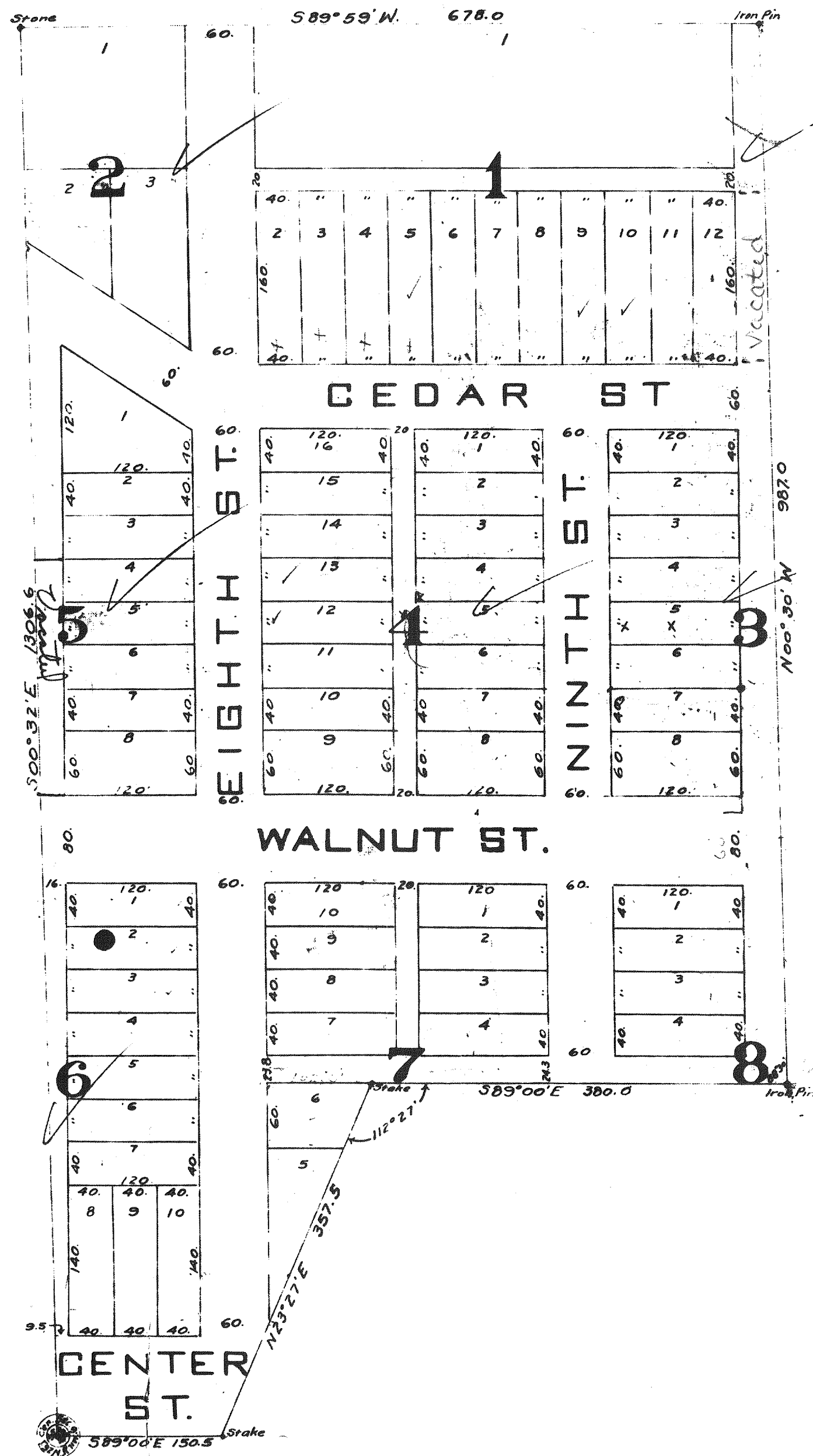
NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF DOUGLAS, WYOMING, that the offer from John P. Miller to sell the above described property for two hundred ten dollars (\$210.00) is hereby accepted and authorizes the Mayor, the City Attorney, and Staff to execute the purchase.

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

Kenneth R Taylor
Mayor

Attest:

Carol Sahmke
City Clerk



CAPITOL HILL ADDITION TO— DOUGLAS CONVERSE COUNTY WYOMING

Scale 1" = 100'

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

L.C. Bishop
Junior Engineer

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

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

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

W. Hamilton
E. Brownfield

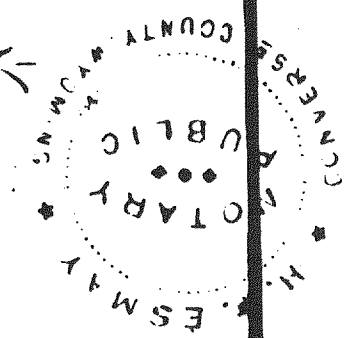
State of Wyoming }
County of Converse }
I, H.F. Esrmy, a Notary Public in and for said County do hereby certify that the above persons whose names are subscribed to the foregoing instrument, appeared before me in person and acknowledged that they signed the said instrument as their free and voluntary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

H.F. Esrmy
Notary Public.

My commission expires Sept. 28, 1922.

68469
STATE OF WYOMING
COUNTY OF CONVERSE
NOTARY PUBLIC
L. C. Bishop
Junior Engineer
November 3, 1919
L. C. Bishop
County Clerk and ex-officio Registrar of Deeds

For Vacated part of this Plat
See # 241661, Book 209, Page 255



Document: Wyo. Stat. § 15-1-112

Wyo. Stat. § 15-1-112

Copy Citation

Current through 2024 Budget Session. Subject to revisions by LSO.

Wyoming Statutes Annotated **Title 15 Cities and Towns** **Chapter 1 General Provisions**
Article 1. Powers and Miscellaneous Matters

§ 15-1-112. Manner of disposing of municipal property; when advertising and bids not necessary.

(a) Except as otherwise provided in subsection (b) of this section and W.S. 15-1-113(a), before the sale of any property of any city or town valued at five hundred dollars (\$500.00) or more, an advertisement of the intended sale, describing the property and the terms of the sale, shall be published at least once each week for three (3) consecutive weeks in a newspaper having general circulation in the community, announcing a public auction or calling for sealed bids for purchase of the property. The property shall be sold to the highest responsible bidder, unless the governing body of the city or town rejects all bids. The responsibility of the bidders shall be determined by the governing body of the city or town.

(b) Any city or town, upon terms the governing body thereof determines, without advertising the sale or calling for bids, and after a public hearing, notice of which shall include the appraised value of all real properties involved and notice of proposed terms of any contract with an independent agency pursuant to paragraph (iii) of this subsection and is published at least once each week for three (3) consecutive weeks in a newspaper of general circulation in the county in which the city or town is located, may:

(i) Sell any property to:

(A) The state of Wyoming for the use of any agency or instrumentality thereof;

(B) Any agency or instrumentality of the state or federal government authorized to hold property in its own name;

(C) Any political subdivision of the state;

(D) Any person acquiring the property for a use which the governing body determines will benefit the economic development of the municipality.

(ii) Trade any real property the city or town owns for any other real property;

(iii) Contract with an independent agent to sell individual parcels of land for development as reasonable cost housing alternatives for prospective homeowners, provided the parcels have not been previously developed beyond the installation of basic utilities and a foundation.

History

Laws 1965, ch. 112, § 12; W.S. 1957, § 15.1-12; Laws 1980, ch. 38, § 1; 1985, ch. 209, § 1; 1995, ch. 51, § 1; 1996, ch. 62, § 1; 1998, ch. 96, § 1.

▼ Annotations

Council's discretion. —

In any sale of property made by the city, the council has the right to take into consideration its best economic, financial and industrial interests. *Quackenbush v. Cheyenne*, 52 Wyo. 146, 70 P.2d 577, 1937 Wyo. LEXIS 40 (Wyo. 1937).

Equity will not interfere with suit to restrain municipal officers in exercise of their discretionary power over control or disposition of municipal property, in the absence of illegality, fraud or clear abuse of authority. *Quackenbush v. Cheyenne*, 52 Wyo. 146, 70 P.2d 577, 1937 Wyo. LEXIS 40 (Wyo. 1937).

Taxpayers' suit not authorized. —

Mere fact that lots should have been sold for a somewhat higher figure and that sale was improvident does not, in absence of illegality, fraud or clear abuse of discretion authorize a suit on behalf of taxpayers, for the reason that sale of the property is by statute left to judgment of council. *Quackenbush v. Cheyenne*, 52 Wyo. 146, 70 P.2d 577, 1937 Wyo. LEXIS 40 (Wyo. 1937).

Exchange of land covered by section. —

Even if the power of a municipal corporation to buy and sell land includes the right to exchange land, the procedures outlined in this section would apply to the exchange. *City of Buffalo v. Joslyn*, 527 P.2d 1106, 1974 Wyo. LEXIS 245 (Wyo. 1974).

Avoiding appearance of unfairness. —

Even where the city officials are so well informed on the matter of a sale or exchange of land that no possible additional information could come to their attention by the advertisement of the intended disposition of city property, it is important to the officials of a city and the residents thereof that any appearance of unfairness be guarded against by complying with the provisions of this section. *City of Buffalo v. Joslyn*, 527 P.2d 1106, 1974 Wyo. LEXIS 245 (Wyo. 1974).

Research References & Practice Aids

Cross references. —

As to power of cities and towns to convey property, see § 15-1-103.

Hierarchy Notes:

Wyo. Stat. Title 15

Wyo. Stat. Title 15, Ch. 1

Wyoming Statutes Annotated

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Content Type:

Terms:

Narrow By: -None-

Date and Time: Jun 24, 2025 06:24:08 p.m. EDT



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Agenda Item Report City Council – July 14, 2025

Item

Aid to Others: American Legion Samuel Mares Post 8, Boys & Girls Club of Douglas, CANDO dba The Enterprise, Community Action Partnership of Natrona County, Converse County School District #1 Recreation Board, Children's Advocacy Project Inc, Converse Hope Center, Douglas Community Club, Douglas Youth Hockey Association, Fire Suppression Authority, Gathering Inc dba The Gathering Place, Helping Hands Ministries Inc., High Country Behavioral Health, Laramie Peak Humane Society, Main Street Douglas Inc, Outdoor Enthusiasts of Converse County, Saving Grace Food Pantry, Wyoming Child & Family Development, Wyoming State Fair Foundation, Youth Development Services

Responsible Staff Contact

Recommendation

Recommend approving the FY2526 Aid To Other agreements and furthermore authorize the City Manager to sign all associated documents.

Executive Summary

Updated Aid to Other agreements reflecting the approved amount for each organization.

Background

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

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

Budget/Fiscal Impact

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

Anticipated Amount

Action Requested/Recommended Motion

Recommend approving the FY2526 Aid To Other agreements and furthermore authorize the City Manager to sign all associated documents.

Attachments

1. Aid To Other FY2526 Agreements



**Funding Agreement between
City of Douglas, Wyoming
&
American Legion Samuel Mares Post 8**

1. Parties. This Funding Agreement (hereinafter referred to as “Agreement”) is made and entered into on this _____ day of _____, 2025, by and between the **City of Douglas, Wyoming**, a municipal corporation, (hereinafter referred to as “City”) whose address is P.O. Box 1030, Douglas, Wyoming, and **American Legion Samuel Mares Post 8**, a Wyoming non-profit corporation (hereinafter referred to as “Organization”), doing business in Douglas, Wyoming, whose address is P.O. Box 1, Douglas, Wyoming, 82633.

Whereas, pursuant to WS §15-1-103(a)(xlv) the City is authorized to contract with non-profit corporations to provide human services for persons within its jurisdiction; and

Whereas, the Organization provides support and/or services to the members of the public within the City and the City Council has agreed to provide public funding as outlined within the terms and subject to the conditions set out in this Agreement.

NOW, THEREFORE, in consideration of the promises, agreement and mutual covenants made herein, it is agreed by and between the City and Organization as follows:

2. Purpose. The purpose of this Agreement is to provide Organization funding **in the amount of Twenty Thousand Dollars & 00/100 (\$20,000)** to be utilized by the Organization in accordance with the terms outlined herein.

3. Term. This Agreement will commence on July 1, 2025 and continue in force for a period of one year until June 30, 2026.

4. Payment.

4.1. City shall pay organization upon submittal of sworn vouchers invoicing expenses for services rendered during the period for which payment is claimed, with the last disbursement to be requested on or before the third Monday in July 2026. At that time, there is no continuing obligation on the part of the City to provide additional funding to Organization.

4.2. Organization shall submit to the Administrative Services Department, certified under penalty of perjury, a full itemized statement or invoice for payment in writing, including documentation verifying actual costs incurred for the invoiced period (e.g. receipts, expense report, financial statement, etc.). The City may require additional documentation which evidences that the Organization has complied with all of its responsibilities and requirements under this Agreement, including, but not limited to, those responsibilities outlined in Paragraph 5 below. Payment may not be made by the City unless and until satisfactory evidence of costs incurred have been submitted and approved. Subject to this Agreement, City will pay sum to Organization within 45 days of receipt of statement or invoice and other requested documents.

4.3. Payment of funding is conditional upon each and all of the following:

4.3.01. Organization has met each and every obligation imposed under this Agreement to the satisfaction of the City, including but not limited to submitting reports to the City.

4.3.02. City continuing to have sufficient funding allocated to Organization in its budget.

4.3.03. In the event of a Default of this Agreement as outlined in Section 7.16, City may withhold or suspend payment, in whole or part, to this Organization.

4.4. Repayment of Funding: Organization must repay City:

4.4.01. In the event of a Default or Breach of this Agreement as outlined in Section 7.17;

4.4.02. If, at any time during the term of or upon expiration or termination of this Agreement, there

remains an amount of funding that has not been expended or acquitted to City's satisfaction in accordance with this Agreement, then this amount must be refunded by the Organization to City within twenty (20) business days of a written notice from City, or dealt with as directed in writing by City. Any amount owed to City under this section will be recoverable as a debt due to City without further proof of the debt.

5. Responsibilities of Organization.

5.1. Organization shall provide all of the following basic services:

5.1.01. To continue upgrading the access to the building, increasing the ability for all groups to utilize the American Legion building.

5.2. Use of Funding. Organization must use the funding solely for the stated purposes; only use the funding within the funding period; and not enter into any arrangements or commitments that are incompatible or inconsistent with the purpose of the funding.

5.2.01. Allowable Uses of Funds. These funds shall be used for services described in Section 5.1. Organization shall expend all funds received under this Agreement solely for program activities as identified in accordance with eligible program costs set forth below:

5.2.01(i). Direct costs (including salaries/benefits of employees assigned to the program and any services/supplies necessary for the program).

5.2.01(ii). Indirect costs (these costs are defined by federal standards and Generally Accepted Accounting Principles for the purpose of allocating allowable indirect costs to a program).

5.2.02. Unallowable Uses of Funds. Organization shall not expend funds for:

5.2.02(i). Any costs outside the scope of the approved program;

5.2.02(ii). Personal injury compensation or damages arising out of or connected with the program;

5.2.02(iii). Fines and penalties due to violations or failure to comply with federal, state, or local laws and ordinances, and terms, provisions, conditions or commitments of this Agreement;

5.2.02(iv). Interest on bonds or other forms of indebtedness;

5.2.02(v). Any costs arising out of or attributable to the Organization's malfeasance, misfeasance, mismanagement, or negligence;

5.2.02(vi). "Buy out" of unused sick leave, vacation/administration leave time, or

5.2.02(vii). Funds shall not be used as investment funds or deposited into any type of savings account.

6. Special Provisions.

6.01. Records. Organization shall establish an official file for the program containing adequate documentation of all actions taken in the performance of the Agreement and maintain a system of accounts that complies with generally accepted accounting principles for government agencies.

6.02. Record Retention and Inspection. Organization shall retain financial, programmatic, client data and other service records for three (3) years from the date of the end of the Agreement award or for three (3) years from the date of termination, whichever is later. Authorized representatives of City, the state and/or federal government may inspect and/or audit Organization's performance, place of business and/or records pertaining to this Agreement.

6.03. Access to Books and Records. Organization agrees to permit the City or its agents access to any of Organization's books, records and accounts for the purpose of ascertaining compliance with any statutes, regulation and order, and with the terms and conditions of this Agreement. City shall follow Generally Accepted Accounting Principles or Other Comprehensive Bases of Accounting acceptable to the City in recording financial transactions. When requested by the City, Organization at its own expense shall have its annual accounting reports audited or prepared by a licensed independent accountant acceptable to the City.

7. General Provisions.

7.01. Amendments. Any mutually agreed upon change to the terms and conditions of this Agreement shall be effective only when incorporated in written amendments to this Agreement. Any verbal agreement or conversation shall be nonbinding on the City.

7.02. Applicable Law/Venue. The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming have jurisdiction over this Agreement and the parties, and the venue shall be the Eighth Judicial District, Converse County, Wyoming.

7.03. Compliance with Law. Organization represents and warrants that it has and shall continue to comply with federal, state, and local laws and regulations applicable to Organization's performance, including, but not limited to: licensing, employment and purchasing practices, wages, hours and conditions of employment. Organization warrants that it possesses current valid appropriate licensure, including, but not limited to: driver's license, professional license, certificate of tax-exempt status, or permits, required to perform the work that is required for funding under this Agreement.

7.04. Entirety of Agreement. This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

7.05. 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. 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.

7.06. Confidentiality. Organization shall abide by any and all applicable laws governing the confidentiality of information regarding clients served under this Agreement. Organization shall:

7.06.01. Prevent unauthorized disclosure of names and other client-identifying information, except for statistical information not identifying a particular client, to anyone other than the State or federal government pursuant to State or federal law.

7.06.02. Not use client specific information for any purpose other than carrying out their obligations under this Agreement.

7.07. Independent Contractor. Organization is an independent contractor and not an agent, officer, or employee of City. The parties mutually understand that this Agreement is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association with the City. As an independent contractor, Organization is not subject to the direction and control of City except as to the final result under this Agreement. Any persons employed by Organization shall be under Organization's exclusive direction, supervision, and control. Organization shall determine all conditions of employment including hours, wages, working conditions, discipline, hiring and discharging, or any other condition of employment. Organization shall assume sole responsibility for any debts or liabilities that may be incurred and for the payment of federal, state, and local taxes that may accrue in fulfilling the terms of this Agreement. Nothing in this Agreement shall be interpreted as authorizing Organization or its agents and/or employees to act as an agent or representative for or on behalf of City, or to incur any obligation of any kind on behalf of the City. City agrees that no health/hospitalization benefits, workers' compensation, and/or similar benefits available to City employees will inure to the benefit of Organization's agents

and/or employees as a result of this Agreement.

7.08. Indemnification. Organization shall indemnify, hold harmless and assume the defense of the City, its officers, employees, agents, and elective and appointive boards from all claims, losses, lawsuits, costs and expenses, including attorney's fees, cause of actions, damages, including property damages, personal injury, death and liability of every kind, directly or indirectly accruing or arising as a result of or in connection with Organization's activities in relation to this Agreement.

7.09. Assignment. Organization shall not assign this Agreement or any interest therein, or any monies received pursuant hereto, either in whole or part, to any other entity, without the prior, express, and written consent of the City. Any unauthorized assignment shall be voided and shall, at the option of City, act as termination of this Agreement.

7.10. Governmental Immunity. City does not waive governmental immunity by entering into this Contract, and specifically retains immunity and all defenses available to it pursuant to Wyo. Stat. § 1-39-104(a) and all other state laws.

7.11. 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 to create such status. The rights, duties, and obligations contained herein shall operate only between the parties and shall inure solely to their benefit. The provisions hereof are intended only to assist the parties in determining and performing their obligations under this Agreement. The parties hereto intend and expressly agree that only signatories shall have any legal or equitable right to seek enforcement, any remedy arising out of a party's performance or failure to perform any terms or conditions hereof, or to bring an action for the breach of this Agreement.

7.12. Americans with Disabilities Act. Organization shall not discriminate against a qualified individual with a disability and shall comply with the Americans with Disabilities Act, P.L. 101-336, 42 U.S.C. 12101, et seq., and/or any properly promulgated rules and regulations related thereto.

7.13. Nondiscrimination. In rendering services under this Agreement, Organization shall comply with all applicable federal, state, and local laws, rules and regulations and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, sexual orientation, or other protected status.

7.14. Kickbacks. Organization certifies and warrants that no gratuities, kickbacks, or contingency fees were paid, nor were any fees, commissions, gifts, or other considerations made in connection with or contingent upon the award of this Agreement.

7.15. Liaison and Notice. Organization's and City's Designated Representatives. All notices arising out of, or from, the provisions of this Agreement shall be in writing and given to all parties at the addresses provided in Section 7.16.01 and 7.16.02, either by mail, facsimile, e-mail, or delivery in person.

7.15.01. City's designated representative is the City Manager, whose address is P.O. Box 1030, 101 N. 4th Street, Douglas, Wyoming, 82633; telephone number (307) 358-3462; and facsimile (307) 358-6447.

7.15.02. Organization's designated representative is KC Barnes, Adjutant, whose address is P.O. Box 1, Douglas, Wyoming, 82633; email: samuelmarespost8@gmail.com; telephone number (307) 358-9981.

7.15.03. If notice is given by personal delivery, notice is effective as of the date of personal delivery. If notice is given by mail or through another carrier (e.g. UPS or FedEx), notice is effective as of the day following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.

7.16. Default. Any one or more of the following acts or omissions of this Agreement shall constitute an event of default hereunder (Events of Default):

7.16.01. Failure to satisfactorily perform any required task or service;

7.16.02. Failure to submit any report or provide notice required hereunder;

7.16.03. Failure to perform any other covenant or condition;

7.16.04. Failure to meet the commitments outlined in this Agreement, or the occurrence of an event which gives the City a reasonable basis to believe that the Organization will not be able to meet its commitments under the Agreement;

7.16.05. Failure to use funds in accordance with this Agreement;

7.16.06. Bankruptcy or insolvency of the Organization; or

7.16.07. Acted fraudulently or negligently or has completed an application for funding to City in a manner which could be construed as being either fraudulent, materially incorrect or materially misleading.

7.16.08. Upon the commencement of any Event of Default, the City shall give the Organization a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of notice. City may upon notice, withhold payment of the funding (or any part of it) until the Event of Default is remedied. If the Event of Default is not timely remedied, the City may treat this Agreement as breached. The City shall be immediately entitled to recover all or part of the funding paid to Organization and Organization shall pay such amount on demand to the City forthwith and pursue any of its remedies at law or in equity.

7.17. Termination. This Agreement will terminate upon a breach or default, as defined in Section 7.16 herein. Further, the Agreement will terminate upon Organization's receipt of the total amount of funds to be disbursed under this Agreement. The Parties by mutual agreement in writing may terminate this Agreement. Unless earlier terminated, this Agreement shall automatically terminate if subsequent legislation causes this Agreement to be in conflict with any law.

7.18. Insurance. It shall be the responsibility of Organization to carry a policy of commercial general liability insurance, with liability limits in an amount not less than \$1,000,000.00 per person and \$2,000,000.00 per occurrence, and shall provide the City Clerk with a copy of the certificate of commercial liability insurance for the Organization. Organization shall save and hold harmless the City and/or Assignee from any and all liability to persons for harm or injury resulting from the services performed under this Agreement.

7.19. Severability. Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of this Agreement shall continue in full force and effect and either party may attempt to re-negotiate the terms affected by the severance.

7.20. Contingency. This Agreement is contingent upon the City's approval of this Agreement and the City continuing to have sufficient funding allocated to Organization in its budget.

7.21. Signature Authority. The parties executing this Agreement certify that they have the proper authority to bind their respective entities to all terms and conditions set forth herein.

7.22. Titles Not Controlling. Titles of sections are for reference only, and shall not be used to construe the language of this Agreement.

7.23. Waiver. Any failure of a party to assert any right under this Agreement shall not constitute a waiver or a termination of that right or any provision hereof.

7.24. Time is of the Essence. Time is of the essence in all provisions of the Agreement.

IN WITNESS WHEREOF, the City Manager of the City of Douglas and the Organization has signed and executed this Contract, the day and year first written above.

CITY OF DOUGLAS, WYOMING

AMERICAN LEGION SAMUEL MARES POST 8

By: _____
JD Cox, City Manager

By: _____
Its: _____

STATE OF WYOMING)
)
COUNTY OF CONVERSE)

Before me personally **appeared JD Cox, City Manager of the City of Douglas**, known to me to be the person whose name is subscribed to this instrument, and acknowledged that he executed the same for the purposes therein expressed this _____ day of _____, 2025.

WITNESS my hand and official seal.

Notary Public

STATE OF WYOMING)
)
COUNTY OF CONVERSE)

Before me personally **appeared** _____, **as** _____ **of American Legion Samuel Mares Post 8**, known to me to be the person whose name is subscribed to this instrument, and acknowledged that they executed the same for the purposes therein expressed this _____ day of _____, 2025.

WITNESS my hand and official seal.

Notary Public



**Funding Agreement between
City of Douglas, Wyoming
&
Boys & Girls Club of Douglas**

1. Parties. This Funding Agreement (hereinafter referred to as “Agreement”) is made and entered into on this _____ day of _____, 2025, by and between the **City of Douglas, Wyoming**, a municipal corporation, (hereinafter referred to as “City”) whose address is P.O. Box 1030, Douglas, Wyoming, and **Boys & Girls Club of Douglas**, a Wyoming non-profit corporation (hereinafter referred to as “Organization”), doing business in Douglas, Wyoming, whose address is 802 Riverbend Drive, Douglas, Wyoming.

Whereas, pursuant to WS §15-1-103(a)(xlv) the City is authorized to contract with non-profit corporations to provide human services for persons within its jurisdiction; and

Whereas, the Organization provides support and/or services to the members of the public within the City and the City Council has agreed to provide public funding as outlined within the terms and subject to the conditions set out in this Agreement.

NOW, THEREFORE, in consideration of the promises, agreement and mutual covenants made herein, it is agreed by and between the City and Organization as follows:

2. Purpose. The purpose of this Agreement is to provide Organization funding **in the amount of Thirty-Five Thousand Dollars & 00/100 (\$35,000)** to be utilized by the Organization in accordance with the terms outlined herein.

3. Term. This Agreement will commence on July 1, 2025 and continue in force for a period of one year until June 30, 2026.

4. Payment.

4.1. City shall pay organization via monthly disbursements of funds, with the last disbursement to be requested on or before the third Monday in July 2026. At that time, there is no continuing obligation on the part of the City to provide additional funding to Organization.

4.2. Organization shall submit to the Administrative Services Department, certified under penalty of perjury, a full itemized statement or invoice for payment in writing, including documentation verifying actual costs incurred for the invoiced period (e.g. receipts, expense report, financial statement, etc.). The City may require additional documentation which evidences that the Organization has complied with all of its responsibilities and requirements under this Agreement, including, but not limited to, those responsibilities outlined in Paragraph 5 below. Payment may not be made by the City unless and until satisfactory evidence of costs incurred have been submitted and approved. Subject to this Agreement, City will pay sum to Organization within 45 days of receipt of statement or invoice and other requested documents.

4.3. Payment of funding is conditional upon each and all of the following:

4.3.01. Organization has met each and every obligation imposed under this Agreement to the satisfaction of the City, including but not limited to submitting reports to the City.

4.3.02. City continuing to have sufficient funding allocated to Organization in its budget.

4.3.03. In the event of a Default of this Agreement as outlined in Section 7.16, City may withhold or suspend payment, in whole or part, to this Organization.

4.4. Repayment of Funding: Organization must repay City:

4.4.01. In the event of a Default or Breach of this Agreement as outlined in Section 7.17;

4.4.02. If, at any time during the term of or upon expiration or termination of this Agreement, there remains an amount of funding that has not been expended or acquitted to City’s satisfaction in accordance with this Agreement, then this amount must be refunded by the Organization to City

within twenty (20) business days of a written notice from City, or dealt with as directed in writing by City. Any amount owed to City under this section will be recoverable as a debt due to City without further proof of the debt.

5. Responsibilities of Organization.

5.1. Organization shall provide all of the following basic services:

5.1.01. Operate a youth development organization for youth of the City of Douglas, providing supervision for children ages 5-18, after school, during school breaks, including during the summer;

5.1.02. Engage in activities that promote health and life skills; education and career development; character and leadership development; sports, fitness, and recreation; and

5.1.03. Provide services at affordable rates and no child is turned away due to financial status.

5.2. Use of Funding. Organization must use the funding solely for the stated purposes; only use the funding within the funding period; and not enter into any arrangements or commitments that are incompatible or inconsistent with the purpose of the funding.

5.2.01. Allowable Uses of Funds. These funds shall be used for services described in Section 5.1. Organization shall expend all funds received under this Agreement solely for program activities as identified in accordance with eligible program costs set forth below:

5.2.01(i). Direct costs (including salaries/benefits of employees assigned to the program and any services/supplies necessary for the program).

5.2.01(ii). Indirect costs (these costs are defined by federal standards and Generally Accepted Accounting Principles for the purpose of allocating allowable indirect costs to a program).

5.2.02. Unallowable Uses of Funds. Organization shall not expend funds for:

5.2.02(i). Any costs outside the scope of the approved program;

5.2.02(ii). Personal injury compensation or damages arising out of or connected with the program;

5.2.02(iii). Fines and penalties due to violations or failure to comply with federal, state, or local laws and ordinances, and terms, provisions, conditions or commitments of this Agreement;

5.2.02(iv). Interest on bonds or other forms of indebtedness;

5.2.02(v). Any costs arising out of or attributable to the Organization's malfeasance, misfeasance, mismanagement, or negligence;

5.2.02(vi). "Buy out" of unused sick leave, vacation/administration leave time, or

5.2.02(vii). Funds shall not be used as investment funds or deposited into any type of savings account.

6. Special Provisions.

6.01. Records. Organization shall establish an official file for the program containing adequate documentation of all actions taken in the performance of the Agreement and maintain a system of accounts that complies with generally accepted accounting principles for government agencies.

6.02. Record Retention and Inspection. Organization shall retain financial, programmatic, client data and other service records for three (3) years from the date of the end of the Agreement award or

for three (3) years from the date of termination, whichever is later. Authorized representatives of City, the state and/or federal government may inspect and/or audit Organization's performance, place of business and/or records pertaining to this Agreement.

6.03. Access to Books and Records. Organization agrees to permit the City or its agents access to any of Organization's books, records and accounts for the purpose of ascertaining compliance with any statutes, regulation and order, and with the terms and conditions of this Agreement. City shall follow Generally Accepted Accounting Principles or Other Comprehensive Bases of Accounting acceptable to the City in recording financial transactions. When requested by the City, Organization at its own expense shall have its annual accounting reports audited or prepared by a licensed independent accountant acceptable to the City.

7. General Provisions.

7.01. Amendments. Any mutually agreed upon change to the terms and conditions of this Agreement shall be effective only when incorporated in written amendments to this Agreement. Any verbal agreement or conversation shall be nonbinding on the City.

7.02. Applicable Law/Venue. The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming have jurisdiction over this Agreement and the parties, and the venue shall be the Eighth Judicial District, Converse County, Wyoming.

7.03. Compliance with Law. Organization represents and warrants that it has and shall continue to comply with federal, state, and local laws and regulations applicable to Organization's performance, including, but not limited to: licensing, employment and purchasing practices, wages, hours and conditions of employment. Organization warrants that it possesses current valid appropriate licensure, including, but not limited to: driver's license, professional license, certificate of tax-exempt status, or permits, required to perform the work that is required for funding under this Agreement.

7.04. Entirety of Agreement. This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

7.05. 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. 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.

7.06. Confidentiality. Organization shall abide by any and all applicable laws governing the confidentiality of information regarding clients served under this Agreement. Organization shall:

7.06.01. Prevent unauthorized disclosure of names and other client-identifying information, except for statistical information not identifying a particular client, to anyone other than the State or federal government pursuant to State or federal law.

7.06.02. Not use client specific information for any purpose other than carrying out their obligations under this Agreement.

7.07. Independent Contractor. Organization is an independent contractor and not an agent, officer, or employee of City. The parties mutually understand that this Agreement is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association with the City. As an independent contractor, Organization is not subject to the direction and control of City except as to the final result under this Agreement. Any persons employed by Organization shall be under Organization's exclusive direction, supervision, and control. Organization shall determine all conditions of employment including hours, wages, working conditions, discipline, hiring and discharging, or any other condition of employment. Organization shall assume sole responsibility for any debts or liabilities that may be incurred and for the payment of federal, state, and local taxes that may accrue in fulfilling the terms of this Agreement. Nothing in

this Agreement shall be interpreted as authorizing Organization or its agents and/or employees to act as an agent or representative for or on behalf of City, or to incur any obligation of any kind on behalf of the City. City agrees that no health/hospitalization benefits, workers' compensation, and/or similar benefits available to City employees will inure to the benefit of Organization's agents and/or employees as a result of this Agreement.

7.08. Indemnification. Organization shall indemnify, hold harmless and assume the defense of the City, its officers, employees, agents, and elective and appointive boards from all claims, losses, lawsuits, costs and expenses, including attorney's fees, cause of actions, damages, including property damages, personal injury, death and liability of every kind, directly or indirectly accruing or arising as a result of or in connection with Organization's activities in relation to this Agreement.

7.09. Assignment. Organization shall not assign this Agreement or any interest therein, or any monies received pursuant hereto, either in whole or part, to any other entity, without the prior, express, and written consent of the City. Any unauthorized assignment shall be voided and shall, at the option of City, act as termination of this Agreement.

7.10. Governmental Immunity. City does not waive governmental immunity by entering into this Contract, and specifically retains immunity and all defenses available to it pursuant to Wyo. Stat. § 1-39-104(a) and all other state laws.

7.11. 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 to create such status. The rights, duties, and obligations contained herein shall operate only between the parties and shall inure solely to their benefit. The provisions hereof are intended only to assist the parties in determining and performing their obligations under this Agreement. The parties hereto intend and expressly agree that only signatories shall have any legal or equitable right to seek enforcement, any remedy arising out of a party's performance or failure to perform any terms or conditions hereof, or to bring an action for the breach of this Agreement.

7.12. Americans with Disabilities Act. Organization shall not discriminate against a qualified individual with a disability and shall comply with the Americans with Disabilities Act, P.L. 101-336, 42 U.S.C. 12101, et seq., and/or any properly promulgated rules and regulations related thereto.

7.13. Nondiscrimination. In rendering services under this Agreement, Organization shall comply with all applicable federal, state, and local laws, rules and regulations and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, sexual orientation, or other protected status.

7.14. Kickbacks. Organization certifies and warrants that no gratuities, kickbacks, or contingency fees were paid, nor were any fees, commissions, gifts, or other considerations made in connection with or contingent upon the award of this Agreement.

7.15. Liaison and Notice. Organization's and City's Designated Representatives. All notices arising out of, or from, the provisions of this Agreement shall be in writing and given to all parties at the addresses provided in Section 7.16.01 and 7.16.02, either by mail, facsimile, e-mail, or delivery in person.

7.15.01. City's designated representative is the City Manager, whose address is P.O. Box 1030, 101 N. 4th Street, Douglas, Wyoming, 82633; telephone number (307) 358-3462; and facsimile (307) 358-6447.

7.15.02. Organization's designated representative is Joey Burke, Chief Executive Officer, whose address is 802 Riverbend Drive, Douglas, Wyoming, 82633; email: joeyb@bgcdouglas.com; telephone number (307) 358-4100; and facsimile (307) 358-3622.

7.15.03. If notice is given by personal delivery, notice is effective as of the date of personal delivery. If notice is given by mail or through another carrier (e.g. UPS or FedEx), notice is effective as of the day following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.

7.16. Default. Any one or more of the following acts or omissions of this Agreement shall constitute an event of default hereunder (Events of Default):

7.16.01. Failure to satisfactorily perform any required task or service;

7.16.02. Failure to submit any report or provide notice required hereunder;

7.16.03. Failure to perform any other covenant or condition;

7.16.04. Failure to meet the commitments outlined in this Agreement, or the occurrence of any event which gives the City a reasonable basis to believe that the Organization will not be able to meet its commitments under the Agreement;

7.16.05. Failure to use funds in accordance with this Agreement;

7.16.06. Bankruptcy or insolvency of the Organization; or

7.16.07. Acted fraudulently or negligently or has completed an application for funding to City in a manner which could be construed as being either fraudulent, materially incorrect or materially misleading.

7.16.08. Upon the commencement of any Event of Default, the City shall give the Organization a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of notice. City may upon notice, withhold payment of the funding (or any part of it) until the Event of Default is remedied. If the Event of Default is not timely remedied, the City may treat this Agreement as breached. The City shall be immediately entitled to recover all or part of the funding paid to Organization and Organization shall pay such amount on demand to the City forthwith and pursue any of its remedies at law or in equity.

7.17. Termination. This Agreement will terminate upon a breach or default, as defined in Section 7.16 herein. Further, the Agreement will terminate upon Organization's receipt of the total amount of funds to be disbursed under this Agreement. The Parties by mutual agreement in writing may terminate this Agreement. Unless earlier terminated, this Agreement shall automatically terminate if subsequent legislation causes this Agreement to be in conflict with any law.

7.18. Insurance. It shall be the responsibility of Organization to carry a policy of commercial general liability insurance, with liability limits in an amount not less than \$1,000,000.00 per person and \$2,000,000.00 per occurrence, and shall provide the City Clerk with a copy of the certificate of commercial liability insurance for the Organization. Organization shall save and hold harmless the City and/or Assignee from any and all liability to persons for harm or injury resulting from the services performed under this Agreement.

7.19. Severability. Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of this Agreement shall continue in full force and effect and either party may attempt to re-negotiate the terms affected by the severance.

7.20. Contingency. This Agreement is contingent upon the City's approval of this Agreement and the City continuing to have sufficient funding allocated to Organization in its budget.

7.21. Signature Authority. The parties executing this Agreement certify that they have the proper authority to bind their respective entities to all terms and conditions set forth herein.

7.22. Titles Not Controlling. Titles of sections are for reference only, and shall not be used to construe the language of this Agreement.

7.23. Waiver. Any failure of a party to assert any right under this Agreement shall not constitute a waiver or a termination of that right or any provision hereof.

7.24. Time is of the Essence. Time is of the essence in all provisions of the Agreement.

IN WITNESS WHEREOF, the City Manager of the City of Douglas and the Organization has signed and executed this Contract, the day and year first written above.

CITY OF DOUGLAS, WYOMING

BOYS & GIRLS CLUB OF DOUGLAS

By: _____
JD Cox, City Manager

By: _____
Its: _____

STATE OF WYOMING)
)
COUNTY OF CONVERSE)

Before me personally **appeared JD Cox, as City Manager of the City of Douglas**, known to me to be the person whose name is subscribed to this instrument, and acknowledged that he executed the same for the purposes therein expressed this _____ day of _____, 2025.

Witness my hand and official seal.

Notary Public

STATE OF WYOMING)
)
COUNTY OF CONVERSE)

Before me personally **appeared _____, as _____ of Boys & Girls Club of Douglas**, known to me to be the person whose name is subscribed to this instrument, and acknowledged that she executed the same for the purposes therein expressed this _____ day of _____, 2025.

Witness my hand and official seal.

Notary Public



**Funding Agreement between
City of Douglas, Wyoming
&
CANDO d/b/a The Enterprise**

1. Parties. This Funding Agreement (hereinafter referred to as “Agreement”) is made and entered into on this _____ day of _____, 2025, by and between the **City of Douglas, Wyoming**, a municipal corporation, (hereinafter referred to as “City”) whose address is P.O. Box 1030, Douglas, Wyoming, and **Converse Area New Development Organization**, a Wyoming non-profit corporation **d/b/a The Enterprise**, (hereinafter referred to as “Organization”), doing business in Douglas, Wyoming, whose address is 130 South 3rd Street, Douglas, Wyoming, 82633.

Whereas, pursuant to WS §15-1-103(a)(xlv) the City is authorized to contract with non-profit corporations to provide human services for persons within its jurisdiction; and

Whereas, the Organization provides support and/or services to the members of the public within the City and the City Council has agreed to provide public funding as outlined within the terms and subject to the conditions set out in this Agreement.

NOW, THEREFORE, in consideration of the promises, agreement and mutual covenants made herein, it is agreed by and between the City and Organization as follows:

2. Purpose. The purpose of this Agreement is to provide Organization funding **in the amount of One Hundred Ten Thousand Dollars & 00/100 (\$110,000)** to be utilized by the Organization in accordance with the terms outlined herein.

3. Term. This Agreement will commence on July 1, 2025 and continue in force for a period of one year until June 30, 2026.

4. Payment.

4.1. City shall pay organization via monthly disbursements of funds, with the last disbursement to be requested on or before the third Monday in July 2026. At that time, there is no continuing obligation on the part of the City to provide additional funding to Organization.

4.2. Organization shall submit to the Administrative Services Department, certified under penalty of perjury, a full itemized statement or invoice for payment in writing, including documentation verifying actual costs incurred for the invoiced period (e.g. receipts, expense report, financial statement, etc.). The City may require additional documentation which evidences that the Organization has complied with all of its responsibilities and requirements under this Agreement, including, but not limited to, those responsibilities outlined in Paragraph 5 below. Payment may not be made by the City unless and until satisfactory evidence of costs incurred have been submitted and approved. Subject to this Agreement, City will pay sum to Organization within 45 days of receipt of statement or invoice and other requested documents.

4.3. Payment of funding is conditional upon each and all of the following:

4.3.01. Organization has met each and every obligation imposed under this Agreement to the satisfaction of the City, including but not limited to submitting reports to the City.

4.3.02. City continuing to have sufficient funding allocated to Organization in its budget.

4.3.03. In the event of a Default of this Agreement as outlined in Section 7.16, City may withhold or suspend payment, in whole or part, to this Organization.

4.4. Repayment of Funding: Organization must repay City:

4.4.01. In the event of a Default or Breach of this Agreement as outlined in Section 7.17;

4.4.02. If, at any time during the term of or upon expiration or termination of this Agreement, there

remains an amount of funding that has not been expended or acquitted to City's satisfaction in accordance with this Agreement, then this amount must be refunded by the Organization to City within twenty (20) business days of a written notice from City, or dealt with as directed in writing by City. Any amount owed to City under this section will be recoverable as a debt due to City without further proof of the debt.

5. Responsibilities of Organization.

5.1. Organization Shall Operate an economic development office in order to facilitate business diversity and development, community enrichment, visitor interest, and historic preservation with dedication to economic growth and enriching and enhancing quality of life. The organization consists of three divisions: Business and Community Development; Converse Tourism & Visitor Center; and Main Street Douglas.

5.1.01. Resolution No. 2023-15, incorporated herein as "Attachment A", will be incorporated by the Organization in the development of an Economic Steering Partnership with the City of Douglas.

5.1.02. Additionally, the organization agrees to consider the approval of the City of Douglas as a full-voting member of the Enterprise Board of Directors.

5.2. Use of Funding. Organization must use the funding solely for the stated purposes; only use the funding within the funding period; and not enter into any arrangements or commitments that are incompatible or inconsistent with the purpose of the funding.

5.2.01. Allowable Uses of Funds. These funds shall be used for services described in Section 5.1. Organization shall expend all funds received under this Agreement solely for program activities as identified in accordance with eligible program costs set forth below:

5.2.01(i). Direct costs (including salaries/benefits of employees assigned to the program and any services/supplies necessary for the program).

5.2.01(ii). Indirect costs (these costs are defined by federal standards and Generally Accepted Accounting Principles for the purpose of allocating allowable indirect costs to a program).

5.2.02. Unallowable Uses of Funds. Organization shall not expend funds for:

5.2.02(i). Any costs outside the scope of the approved program;

5.2.02(ii). Personal injury compensation or damages arising out of or connected with the program;

5.2.02(iii). Fines and penalties due to violations or failure to comply with federal, state, or local laws and ordinances, and terms, provisions, conditions or commitments of this Agreement;

5.2.02(iv). Interest on bonds or other forms of indebtedness;

5.2.02(v). Any costs arising out of or attributable to the Organization's malfeasance, misfeasance, mismanagement, or negligence;

5.2.02(vi). "Buy out" of unused sick leave, vacation/administration leave time, or

5.2.02(vii). Funds shall not be used as investment funds or deposited into any type of savings account.

6. Special Provisions.

6.01. Records. Organization shall establish an official file for the program containing adequate documentation of all actions taken in the performance of the Agreement and maintain a system of accounts that complies with generally accepted accounting principles for government agencies.

6.02. Record Retention and Inspection. Organization shall retain financial, programmatic, client data and other service records for three (3) years from the date of the end of the Agreement award or for three (3) years from the date of termination, whichever is later. Authorized representatives of City, the state and/or federal government may inspect and/or audit Organization's performance, place of business and/or records pertaining to this Agreement.

6.03. Access to Books and Records. Organization agrees to permit the City or its agents access to any of Organization's books, records and accounts for the purpose of ascertaining compliance with any statutes, regulation and order, and with the terms and conditions of this Agreement. City shall follow Generally Accepted Accounting Principles or Other Comprehensive Bases of Accounting acceptable to the City in recording financial transactions. When requested by the City, Organization at its own expense shall have its annual accounting reports audited or prepared by a licensed independent accountant acceptable to the City.

7. General Provisions.

7.01. Amendments. Any mutually agreed upon change to the terms and conditions of this Agreement shall be effective only when incorporated in written amendments to this Agreement. Any verbal agreement or conversation shall be nonbinding on the City.

7.02. Applicable Law/Venue. The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming have jurisdiction over this Agreement and the parties, and the venue shall be the Eighth Judicial District, Converse County, Wyoming.

7.03. Compliance with Law. Organization represents and warrants that it has and shall continue to comply with federal, state, and local laws and regulations applicable to Organization's performance, including, but not limited to: licensing, employment and purchasing practices, wages, hours and conditions of employment. Organization warrants that it possesses current valid appropriate licensure, including, but not limited to: driver's license, professional license, certificate of tax-exempt status, or permits, required to perform the work that is required for funding under this Agreement.

7.04. Entirety of Agreement. This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

7.05. 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. 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.

7.06. Confidentiality. Organization shall abide by any and all applicable laws governing the confidentiality of information regarding clients served under this Agreement. Organization shall:

7.06.01. Prevent unauthorized disclosure of names and other client-identifying information, except for statistical information not identifying a particular client, to anyone other than the State or federal government pursuant to State or federal law.

7.06.02. Not use client specific information for any purpose other than carrying out their obligations under this Agreement.

7.07. Independent Contractor. Organization is an independent contractor and not an agent, officer, or employee of City. The parties mutually understand that this Agreement is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association with the City. As an independent contractor, Organization is not subject to the direction and control of City except as to the final result under this Agreement. Any persons employed by Organization shall be under Organization's exclusive direction, supervision, and control. Organization shall determine all conditions of employment including hours, wages, working

conditions, discipline, hiring and discharging, or any other condition of employment. Organization shall assume sole responsibility for any debts or liabilities that may be incurred and for the payment of federal, state, and local taxes that may accrue in fulfilling the terms of this Agreement. Nothing in this Agreement shall be interpreted as authorizing Organization or its agents and/or employees to act as an agent or representative for or on behalf of City, or to incur any obligation of any kind on behalf of the City. City agrees that no health/hospitalization benefits, workers' compensation, and/or similar benefits available to City employees will inure to the benefit of Organization's agents and/or employees as a result of this Agreement.

7.08. Indemnification. Organization shall indemnify, hold harmless and assume the defense of the City, its officers, employees, agents, and elective and appointive boards from all claims, losses, lawsuits, costs and expenses, including attorney's fees, cause of actions, damages, including property damages, personal injury, death and liability of every kind, directly or indirectly accruing or arising as a result of or in connection with Organization's activities in relation to this Agreement.

7.09. Assignment. Organization shall not assign this Agreement or any interest therein, or any monies received pursuant hereto, either in whole or part, to any other entity, without the prior, express, and written consent of the City. Any unauthorized assignment shall be voided and shall, at the option of City, act as termination of this Agreement.

7.10. Governmental Immunity. City does not waive governmental immunity by entering into this Contract, and specifically retains immunity and all defenses available to it pursuant to Wyo. Stat. § 1-39-104(a) and all other state laws.

7.11. 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 to create such status. The rights, duties, and obligations contained herein shall operate only between the parties and shall inure solely to their benefit. The provisions hereof are intended only to assist the parties in determining and performing their obligations under this Agreement. The parties hereto intend and expressly agree that only signatories shall have any legal or equitable right to seek enforcement, any remedy arising out of a party's performance or failure to perform any terms or conditions hereof, or to bring an action for the breach of this Agreement.

7.12. Americans with Disabilities Act. Organization shall not discriminate against a qualified individual with a disability and shall comply with the Americans with Disabilities Act, P.L. 101-336, 42 U.S.C. 12101, et seq., and/or any properly promulgated rules and regulations related thereto.

7.13. Nondiscrimination. In rendering services under this Agreement, Organization shall comply with all applicable federal, state, and local laws, rules and regulations and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, sexual orientation, or other protected status.

7.14. Kickbacks. Organization certifies and warrants that no gratuities, kickbacks, or contingency fees were paid, nor were any fees, commissions, gifts, or other considerations made in connection with or contingent upon the award of this Agreement.

7.15. Liaison and Notice. Organization's and City's Designated Representatives. All notices arising out of, or from, the provisions of this Agreement shall be in writing and given to all parties at the addresses provided in Section 7.16.01 and 7.16.02, either by mail, facsimile, e-mail, or delivery in person.

7.15.01. City's designated representative is the City Manager, whose address is P.O. Box 1030, 101 N. 4th Street, Douglas, Wyoming, 82633; telephone number (307) 358-3462; and facsimile (307) 358-6447.

7.15.02. Organization's designated representative is Morryah McCurdy, Executive Director, whose address is 130 South 3rd Street, Douglas, Wyoming, 82633; email: mcurdy@candowyoming.com; telephone number (307) 358-2000; and facsimile (307) 358-3299.

7.15.03. If notice is given by personal delivery, notice is effective as of the date of personal

delivery. If notice is given by mail or through another carrier (e.g. UPS or FedEx), notice is effective as of the day following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.

7.16. Default. Any one or more of the following acts or omissions of this Agreement shall constitute an event of default hereunder (Events of Default):

7.16.01. Failure to satisfactorily perform any required task or service;

7.16.02. Failure to submit any report or provide notice required hereunder;

7.16.03. Failure to perform any other covenant or condition;

7.16.04. Failure to meet the commitments outlined in this Agreement, or the occurrence of an event which gives the City a reasonable basis to believe that the Organization will not be able to meet its commitments under the Agreement;

7.16.05. Failure to use funds in accordance with this Agreement;

7.16.06. Bankruptcy or insolvency of the Organization; or

7.16.07. Acted fraudulently or negligently or has completed an application for funding to City in a manner which could be construed as being either fraudulent, materially incorrect or materially misleading.

7.16.08. Upon the commencement of any Event of Default, the City shall give the Organization a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of notice. City may upon notice, withhold payment of the funding (or any part of it) until the Event of Default is remedied. If the Event of Default is not timely remedied, the City may treat this Agreement as breached. The City shall be immediately entitled to recover all or part of the funding paid to Organization and Organization shall pay such amount on demand to the City forthwith and pursue any of its remedies at law or in equity.

7.17. Termination. This Agreement will terminate upon a breach or default, as defined in Section 7.16 herein. Further, the Agreement will terminate upon Organization's receipt of the total amount of funds to be disbursed under this Agreement. The Parties by mutual agreement in writing may terminate this Agreement. Unless earlier terminated, this Agreement shall automatically terminate if subsequent legislation causes this Agreement to be in conflict with any law.

7.18. Insurance. It shall be the responsibility of Organization to carry a policy of commercial general liability insurance, with liability limits in an amount not less than \$1,000,000.00 per person and \$2,000,000.00 per occurrence, and shall provide the City Clerk with a copy of the certificate of commercial liability insurance for the Organization. Organization shall save and hold harmless the City and/or Assignee from any and all liability to persons for harm or injury resulting from the services performed under this Agreement.

7.19. Severability. Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of this Agreement shall continue in full force and effect and either party may attempt to re-negotiate the terms affected by the severance.

7.20. Contingency. This Agreement is contingent upon the City's approval of this Agreement and the City continuing to have sufficient funding allocated to Organization in its budget.

7.21. Signature Authority. The parties executing this Agreement certify that they have the proper authority to bind their respective entities to all terms and conditions set forth herein.

7.22. Titles Not Controlling. Titles of sections are for reference only, and shall not be used to construe the language of this Agreement.

7.23. Waiver. Any failure of a party to assert any right under this Agreement shall not constitute a waiver or a termination of that right or any provision hereof.

7.24. Time is of the Essence. Time is of the essence in all provisions of the Agreement.

IN WITNESS WHEREOF, the City Manager of the City of Douglas and the Organization has signed and executed this Contract, the day and year first written above.

CITY OF DOUGLAS, WYOMING

CANDO d/b/a The Enterprise

By: _____
JD Cox, City Manager

By: _____
Its: _____

STATE OF WYOMING)
)
COUNTY OF CONVERSE)

Before me personally **appeared JD Cox, City Manager of the City of Douglas**, known to me to be the person whose name is subscribed to this instrument, and acknowledged that he executed the same for the purposes therein expressed this _____ day of _____, 2025.

WITNESS my hand and official seal.

Notary Public

STATE OF WYOMING)
)
COUNTY OF CONVERSE)

Before me personally **appeared _____, as _____ of CANDO d/b/a The Enterprise**, known to me to be the person whose name is subscribed to this instrument, and acknowledged that they executed the same for the purposes therein expressed this _____ day of _____, 2025.

WITNESS my hand and official seal.

Notary Public



**Funding Agreement between
City of Douglas, Wyoming
&
Community Action Partnership of Natrona County**

1. Parties. This Funding Agreement (hereinafter referred to as “Agreement”) is made and entered into on this _____ day of _____, 2025, by and between the **City of Douglas, Wyoming**, a municipal corporation, (hereinafter referred to as “City”) whose address is P.O. Box 1030, Douglas, Wyoming, and **Community Action Partnership of Natrona County**, a Wyoming non-profit corporation (hereinafter referred to as “Organization”), doing business in Douglas, Wyoming, whose address is 606 S David Street, Casper, WY 82601.

Whereas, pursuant to WS §15-1-103(a)(xlv) the City is authorized to contract with non-profit corporations to provide human services for persons within its jurisdiction; and

Whereas, the Organization provides support and/or services to the members of the public within the City and the City Council has agreed to provide public funding as outlined within the terms and subject to the conditions set out in this Agreement.

NOW, THEREFORE, in consideration of the promises, agreement and mutual covenants made herein, it is agreed by and between the City and Organization as follows:

2. Purpose. The purpose of this Agreement is to provide Organization funding **in the amount of Seven Thousand Five Hundred Dollars & 00/100 (\$7,500)** to be utilized by the Organization in accordance with the terms outlined herein.

3. Term. This Agreement will commence on July 1, 2025 and continue in force for a period of one year until June 30, 2026.

4. Payment.

4.1. City shall pay organization upon submittal of sworn vouchers invoicing expenses for services rendered during the period for which payment is claimed, with the last disbursement to be requested on or before the third Monday in July 2026. At that time, there is no continuing obligation on the part of the City to provide additional funding to Organization.

4.2. Organization shall submit to the Administrative Services Department, certified under penalty of perjury, a full itemized statement or invoice for payment in writing, including documentation verifying actual costs incurred for the invoiced period (e.g. receipts, expense report, financial statement, etc.). The City may require additional documentation which evidences that the Organization has complied with all of its responsibilities and requirements under this Agreement, including, but not limited to, those responsibilities outlined in Paragraph 5 below. Payment may not be made by the City unless and until satisfactory evidence of costs incurred have been submitted and approved. Subject to this Agreement, City will pay sum to Organization within 45 days of receipt of statement or invoice and other requested documents.

4.3. Payment of funding is conditional upon each and all of the following:

4.3.01. Organization has met each and every obligation imposed under this Agreement to the satisfaction of the City, including but not limited to submitting reports to the City.

4.3.02. City continuing to have sufficient funding allocated to Organization in its budget.

4.3.03. In the event of a Default of this Agreement as outlined in Section 7.16, City may withhold or suspend payment, in whole or part, to this Organization.

4.4.Repayment of Funding: Organization must repay City:

4.4.01. In the event of a Default or Breach of this Agreement as outlined in Section 7.17;

4.4.02. If, at any time during the term of or upon expiration or termination of this Agreement, there remains an amount of funding that has not been expended or acquitted to City's satisfaction in accordance with this Agreement, then this amount must be refunded by the Organization to City within twenty (20) business days of a written notice from City, or dealt with as directed in writing by City. Any amount owed to City under this section will be recoverable as a debt due to City without further proof of the debt.

5. Responsibilities of Organization.

5.1.Organization shall provide all of the following basic services:

5.1.01. Provide program for improving self-sufficiency in addition to direct aide to eligible residents of the City of Douglas through emergency and non-emergency assistance, in the following categories:

- a. Medical, Vision, Dental;
- b. Utilities;
- c. Employment and/or job searches;
- d. Food Assistance;
- e. Budgeting Education;
- f. Case management for clients; and
- g. Referrals to other organizations and entities

5.2. Use of Funding. Organization must use the funding solely for the stated purposes; only use the funding within the funding period; and not enter into any arrangements or commitments that are incompatible or inconsistent with the purpose of the funding.

5.2.01. Allowable Uses of Funds. These funds shall be used for services described in Section 5.1.

Organization shall expend all funds received under this Agreement solely for program activities as identified in accordance with eligible program costs set forth below:

5.2.01(i). Direct costs (including salaries/benefits of employees assigned to the program and any services/supplies necessary for the program).

5.2.01(ii). Indirect costs (these costs are defined by federal standards and Generally Accepted Accounting Principles for the purpose of allocating allowable indirect costs to a program).

5.2.02. Unallowable Uses of Funds. Organization shall not expend funds for:

5.2.02(i). Any costs outside the scope of the approved program;

5.2.02(ii). Personal injury compensation or damages arising out of or connected with the program;

5.2.02(iii). Fines and penalties due to violations or failure to comply with federal, state, or local laws and ordinances, and terms, provisions, conditions or commitments of this Agreement;

5.2.02(iv). Interest on bonds or other forms of indebtedness;

5.2.02(v). Any costs arising out of or attributable to the Organization's malfeasance, misfeasance, mismanagement, or negligence;

5.2.02(vi). "Buy out" of unused sick leave, vacation/administration leave time, or

5.2.02(vii). Funds shall not be used as investment funds or deposited into any type of savings account.

6. Special Provisions.

6.01. Records. Organization shall establish an official file for the program containing adequate documentation of all actions taken in the performance of the Agreement and maintain a system of accounts that complies with generally accepted accounting principles for government agencies.

6.02. Record Retention and Inspection. Organization shall retain financial, programmatic, client data and other service records for three (3) years from the date of the end of the Agreement award or for three (3) years from the date of termination, whichever is later. Authorized representatives of City, the state and/or federal government may inspect and/or audit Organization's performance, place of business and/or records pertaining to this Agreement.

6.03. Access to Books and Records. Organization agrees to permit the City or its agents access to any of Organization's books, records and accounts for the purpose of ascertaining compliance with any statutes, regulation and order, and with the terms and conditions of this Agreement. City shall follow Generally Accepted Accounting Principles or Other Comprehensive Bases of Accounting acceptable to the City in recording financial transactions. When requested by the City, Organization at its own expense shall have its annual accounting reports audited or prepared by a licensed independent accountant acceptable to the City.

7. General Provisions.

7.01. Amendments. Any mutually agreed upon change to the terms and conditions of this Agreement shall be effective only when incorporated in written amendments to this Agreement. Any verbal agreement or conversation shall be nonbinding on the City.

7.02. Applicable Law/Venue. The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming have jurisdiction over this Agreement and the parties, and the venue shall be the Eighth Judicial District, Converse County, Wyoming.

7.03. Compliance with Law. Organization represents and warrants that it has and shall continue to comply with federal, state, and local laws and regulations applicable to Organization's performance, including, but not limited to: licensing, employment and purchasing practices, wages, hours and conditions of employment. Organization warrants that it possesses current valid appropriate licensure, including, but not limited to: driver's license, professional license, certificate of tax-exempt status, or permits, required to perform the work that is required for funding under this Agreement.

7.04. Entirety of Agreement. This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

7.05. 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. 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.

7.06. Confidentiality. Organization shall abide by any and all applicable laws governing the confidentiality of information regarding clients served under this Agreement. Organization shall:

7.06.01. Prevent unauthorized disclosure of names and other client-identifying information, except for statistical information not identifying a particular client, to anyone other than the State or federal government pursuant to State or federal law.

7.06.02. Not use client specific information for any purpose other than carrying out their obligations under this Agreement.

7.07. Independent Contractor. Organization is an independent contractor and not an agent, officer, or

employee of City. The parties mutually understand that this Agreement is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association with the City. As an independent contractor, Organization is not subject to the direction and control of City except as to the final result under this Agreement. Any persons employed by Organization shall be under Organization's exclusive direction, supervision, and control. Organization shall determine all conditions of employment including hours, wages, working conditions, discipline, hiring and discharging, or any other condition of employment. Organization shall assume sole responsibility for any debts or liabilities that may be incurred and for the payment of federal, state, and local taxes that may accrue in fulfilling the terms of this Agreement. Nothing in this Agreement shall be interpreted as authorizing Organization or its agents and/or employees to act as an agent or representative for or on behalf of City, or to incur any obligation of any kind on behalf of the City. City agrees that no health/hospitalization benefits, workers' compensation, and/or similar benefits available to City employees will inure to the benefit of Organization's agents and/or employees as a result of this Agreement.

7.08. Indemnification. Organization shall indemnify, hold harmless and assume the defense of the City, its officers, employees, agents, and elective and appointive boards from all claims, losses, lawsuits, costs and expenses, including attorney's fees, cause of actions, damages, including property damages, personal injury, death and liability of every kind, directly or indirectly accruing or arising as a result of or in connection with Organization's activities in relation to this Agreement.

7.09. Assignment. Organization shall not assign this Agreement or any interest therein, or any monies received pursuant hereto, either in whole or part, to any other entity, without the prior, express, and written consent of the City. Any unauthorized assignment shall be voided and shall, at the option of City, act as termination of this Agreement.

7.10. Governmental Immunity. City does not waive sovereign immunity by entering into this Agreement, and specifically retains immunity and all defenses available to it as sovereigns pursuant to WY §1-39-104(a) and all other state law.

7.11. 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 to create such status. The rights, duties, and obligations contained herein shall operate only between the parties and shall inure solely to their benefit. The provisions hereof are intended only to assist the parties in determining and performing their obligations under this Agreement. The parties hereto intend and expressly agree that only signatories shall have any legal or equitable right to seek enforcement, any remedy arising out of a party's performance or failure to perform any terms or conditions hereof, or to bring an action for the breach of this Agreement.

7.12. Americans with Disabilities Act. Organization shall not discriminate against a qualified individual with a disability and shall comply with the Americans with Disabilities Act, P.L. 101-336, 42 U.S.C. 12101, et seq., and/or any properly promulgated rules and regulations related thereto.

7.13. Nondiscrimination. In rendering services under this Agreement, Organization shall comply with all applicable federal, state, and local laws, rules and regulations and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, sexual orientation, or other protected status.

7.14. Kickbacks. Organization certifies and warrants that no gratuities, kickbacks, or contingency fees were paid, nor were any fees, commissions, gifts, or other considerations made in connection with or contingent upon the award of this Agreement.

7.15. Liaison and Notice. Organization's and City's Designated Representatives. All notices arising out of, or from, the provisions of this Agreement shall be in writing and given to all parties at the addresses provided in Section 7.16.01 and 7.16.02, either by mail, facsimile, e-mail, or delivery in person.

7.15.01. City's designated representative is the City Manager, whose address is P.O. Box 1030, 101 N. 4th Street, Douglas, Wyoming, 82633; telephone number (307) 358-3462; and facsimile (307) 358-6447.

7.15.02. Organization's designated representative is Kelly Wessels, Executive Director, whose address is 606 S David Street, Casper, Wyoming, 82601; email: kwessels@capnc.org; and telephone number (307) 232-0124.

7.15.03. If notice is given by personal delivery, notice is effective as of the date of personal delivery. If notice is given by mail or through another carrier (e.g. UPS or FedEx), notice is effective as of the day following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.

7.16. Default. Any one or more of the following acts or omissions of this Agreement shall constitute an event of default hereunder (Events of Default):

7.16.01. Failure to satisfactorily perform any required task or service;

7.16.02. Failure to submit any report or provide notice required hereunder;

7.16.03. Failure to perform any other covenant or condition;

7.16.04. Failure to meet the commitments outlined in this Agreement, or the occurrence of any event which gives the City a reasonable basis to believe that the Organization will not be able to meet its commitments under the Agreement;

7.16.05. Failure to use funds in accordance with this Agreement;

7.16.06. Bankruptcy or insolvency of the Organization; or

7.16.07. Acted fraudulently or negligently or has completed an application for funding to City in a manner which could be construed as being either fraudulent, materially incorrect or materially misleading.

7.16.08. Upon the commencement of any Event of Default, the City shall give the Organization a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of notice. City may upon notice, withhold payment of the funding (or any part of it) until the Event of Default is remedied. If the Event of Default is not timely remedied, the City may treat this Agreement as breached. The City shall be immediately entitled to recover all or part of the funding paid to Organization and Organization shall pay such amount on demand to the City forthwith and pursue any of its remedies at law or in equity.

7.17. Termination. This Agreement will terminate upon a breach or default, as defined in Section 7.16 herein. Further, the Agreement will terminate upon Organization's receipt of the total amount of funds to be disbursed under this Agreement. The Parties by mutual agreement in writing may terminate this Agreement. Unless earlier terminated, this Agreement shall automatically terminate if subsequent legislation causes this Agreement to be in conflict with any law.

7.18. Insurance. It shall be the responsibility of Organization to carry a policy of commercial general liability insurance, with liability limits in an amount not less than \$1,000,000.00 per person and \$2,000,000.00 per occurrence, and shall provide the City Clerk with a copy of the certificate of commercial liability insurance for the Organization. Organization shall save and hold harmless the City and/or Assignee from any and all liability to persons for harm or injury resulting from the services performed under this Agreement.

7.19. Severability. Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of this Agreement shall continue in full force and effect and either party may attempt to re-negotiate the terms affected by the severance.

7.20. Contingency. This Agreement is contingent upon the City's approval of this Agreement and the City continuing to have sufficient funding allocated to Organization in its budget.

- 7.21. Signature Authority.** The parties executing this Agreement certify that they have the proper authority to bind their respective entities to all terms and conditions set forth herein.
- 7.22. Titles Not Controlling.** Titles of sections are for reference only, and shall not be used to construe the language of this Agreement.
- 7.23. Waiver.** Any failure of a party to assert any right under this Agreement shall not constitute a waiver or a termination of that right or any provision hereof.
- 7.24. Time is of the Essence.** Time is of the essence in all provisions of the Agreement.

IN WITNESS WHEREOF, the City Manager of the City of Douglas and the Organization has signed and executed this Contract, the day and year first written above.

CITY OF DOUGLAS, WYOMING	COMMUNITY ACTION PARTNERSHIP OF NATRONA COUNTY
By: _____ JD Cox, City Manager	By: _____ Its: _____

STATE OF WYOMING)
)
COUNTY OF CONVERSE)

Before me personally **appeared JD Cox, as City Manager of the City of Douglas**, known to me to be the person whose name is subscribed to this instrument, and acknowledged that he executed the same for the purposes therein expressed this _____ day of _____, 2025.

Witness my hand and official seal.

Notary Public

STATE OF WYOMING)
)
COUNTY OF CONVERSE)

Before me personally **appeared _____, as _____ of Community Action Partnership of Natrona County**, known to me to be the person whose name is subscribed to this instrument, and acknowledged that they executed the same for the purposes therein expressed this _____ day of _____, 2025.

Witness my hand and official seal.

Notary Public



**Funding Agreement between
City of Douglas, Wyoming
&
Converse County School District #1, Recreation Board**

1. Parties. This Funding Agreement (hereinafter referred to as “Agreement”) is made and entered into on this _____ day of _____, 2025, by and between the **City of Douglas, Wyoming**, a municipal corporation, (hereinafter referred to as “City”) whose address is P.O. Box 1030, Douglas, Wyoming, and **Converse County School District #1, Recreation Board** (hereinafter referred to as “Organization”), doing business in Douglas, Wyoming, whose address is 615 Hamilton Street, Douglas, Wyoming.

Whereas, pursuant to WS §15-1-103(a)(xlv) the City is authorized to contract with non-profit corporations to provide human services for persons within its jurisdiction; and

Whereas, the Organization provides support and/or services to the members of the public within the City and the City Council has agreed to provide public funding as outlined within the terms and subject to the conditions set out in this Agreement.

NOW, THEREFORE, in consideration of the promises, agreement and mutual covenants made herein, it is agreed by and between the City and Organization as follows:

2. Purpose. The purpose of this Agreement is to provide Organization funding **in the amount of Thirty-Five Thousand Dollars & 00/100 (\$35,000)** to be utilized by the Organization in accordance with the terms outlined herein.

3. Term. This Agreement will commence on July 1, 2025 and continue in force for a period of one year until June 30, 2026.

4. Payment.

4.1. City shall pay organization upon submittal of sworn vouchers invoicing expenses for services rendered, with the last disbursement to be requested on or before the third Monday in July 2026. At that time, there is no continuing obligation on the part of the City to provide additional funding to Organization.

4.2. Organization shall submit to the Administrative Services Department, certified under penalty of perjury, a full itemized statement or invoice for payment in writing, including documentation verifying actual costs incurred for the invoiced period (e.g. receipts, expense report, financial statement, etc.). The City may require additional documentation which evidences that the Organization has complied with all of its responsibilities and requirements under this Agreement, including, but not limited to, those responsibilities outlined in Paragraph 5 below. Payment may not be made by the City unless and until satisfactory evidence of costs incurred have been submitted and approved. Subject to this Agreement, City will pay sum to Organization within 45 days of receipt of statement or invoice and other requested documents.

4.3. Payment of funding is conditional upon each and all of the following:

4.3.01. Organization has met each and every obligation imposed under this Agreement to the satisfaction of the City, including but not limited to submitting reports to the City.

4.3.02. City continuing to have sufficient funding allocated to Organization in its budget.

4.3.03. In the event of a Default of this Agreement as outlined in Section 7.16, City may withhold or suspend payment, in whole or part, to this Organization.

4.4. Repayment of Funding: Organization must repay City:

4.4.01. In the event of a Default or Breach of this Agreement as outlined in Section 7.17;

4.4.02. If, at any time during the term of or upon expiration or termination of this Agreement, there

remains an amount of funding that has not been expended or acquitted to City's satisfaction in accordance with this Agreement, then this amount must be refunded by the Organization to City within twenty (20) business days of a written notice from City, or dealt with as directed in writing by City. Any amount owed to City under this section will be recoverable as a debt due to City without further proof of the debt.

5. Responsibilities of Organization.

5.1. Organization shall provide all of the following basic services:

5.1.01. Plan, coordinate, direct supervise, fund and operate the following youth recreation programs in the Douglas Community:

- a. AAU Volleyball (14U, 16U & 18U)
- b. Spring & Fall REC Volleyball (3rd - 6th grade)
- c. Volleyball Clinics (K – 5th grade)
- d. CO-ED T-Ball (4-6 years of age)
- e. CO-ED Machine Pitch Baseball (5-8 years of age)
- f. American League Baseball A, B, & C (13-19 years of age)
- g. REC Softball (10U & 12U)
- h. ASA Travel Softball (14U, 16U & 18U)
- i. Youth Basketball Clinic (1st & 2nd grade)
- j. Boys & Girls Basketball (3rd-6th grade)
- k. Rugby Clinic
- l. Flag Football (3rd – 6th grade)
- m. Spring & Fall Boys & Girls Soccer (4-13 years of age)
- n. American Red Cross Swim Lessons
- o. Learn to Skate (K – 3rd & 4th – 12th grade)
- p. Youth Intro to Weights (8 – 12 years of age)

5.1.02. Plan, coordinate, direct supervise, fund and operate the following special community activities for the Douglas youth:

- a. Halloween Event
- b. HoHoHoliday Party
- c. Sunday Game Day
- d. Snow/Summer Strides
- e. TOT Time
- f. Punt, Pass & Kick
- g. Youth Open Weights
- h. Eggstravaganza
- i. DRC Coaching Class

5.2. Use of Funding. Organization must use the funding solely for the stated purposes; only use the funding within the funding period; and not enter into any arrangements or commitments that are incompatible or inconsistent with the purpose of the funding.

5.2.01. Allowable Uses of Funds. These funds shall be used for services described in Section 5.1.

Organization shall expend all funds received under this Agreement solely for program activities as identified in accordance with eligible program costs set forth below:

5.2.01(i). Direct costs (including salaries/benefits of employees assigned to the program and any services/supplies necessary for the program).

5.2.01(ii). Indirect costs (these costs are defined by federal standards and Generally Accepted Accounting Principles for the purpose of allocating allowable indirect costs to a program).

5.2.02. Unallowable Uses of Funds. Organization shall not expend funds for:

5.2.02(i). Any costs outside the scope of the approved program;

5.2.02(ii). Personal injury compensation or damages arising out of or connected with the

program;

5.2.02(iii). Fines and penalties due to violations or failure to comply with federal, state, or local laws and ordinances, and terms, provisions, conditions or commitments of this Agreement;

5.2.02(iv). Interest on bonds or other forms of indebtedness;

5.2.02(v). Any costs arising out of or attributable to the Organization's malfeasance, misfeasance, mismanagement, or negligence;

5.2.02(vi). "Buy out" of unused sick leave, vacation/administration leave time, or

5.2.02(vii). Funds shall not be used as investment funds or deposited into any type of savings account.

6. Special Provisions.

6.01. Records. Organization shall establish an official file for the program containing adequate documentation of all actions taken in the performance of the Agreement and maintain a system of accounts that complies with generally accepted accounting principles for government agencies.

6.02. Record Retention and Inspection. Organization shall retain financial, programmatic, client data and other service records for three (3) years from the date of the end of the Agreement award or for three (3) years from the date of termination, whichever is later. Authorized representatives of City, the state and/or federal government may inspect and/or audit Organization's performance, place of business and/or records pertaining to this Agreement.

6.03. Access to Books and Records. Organization agrees to permit the City or its agents access to any of Organization's books, records and accounts for the purpose of ascertaining compliance with any statutes, regulation and order, and with the terms and conditions of this Agreement. City shall follow Generally Accepted Accounting Principles or Other Comprehensive Bases of Accounting acceptable to the City in recording financial transactions. When requested by the City, Organization at its own expense shall have its annual accounting reports audited or prepared by a licensed independent accountant acceptable to the City.

7. General Provisions.

7.01. Amendments. Any mutually agreed upon change to the terms and conditions of this Agreement shall be effective only when incorporated in written amendments to this Agreement. Any verbal agreement or conversation shall be nonbinding on the City.

7.02. Applicable Law/Venue. The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming have jurisdiction over this Agreement and the parties, and the venue shall be the Eighth Judicial District, Converse County, Wyoming.

7.03. Compliance with Law. Organization represents and warrants that it has and shall continue to comply with federal, state, and local laws and regulations applicable to Organization's performance, including, but not limited to: licensing, employment and purchasing practices, wages, hours and conditions of employment. Organization warrants that it possesses current valid appropriate licensure, including, but not limited to: driver's license, professional license, certificate of tax-exempt status, or permits, required to perform the work that is required for funding under this Agreement.

7.04. Entirety of Agreement. This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

7.05. 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. 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.

7.06. Confidentiality. Organization shall abide by any and all applicable laws governing the confidentiality of information regarding clients served under this Agreement. Organization shall:

7.06.01. Prevent unauthorized disclosure of names and other client-identifying information, except for statistical information not identifying a particular client, to anyone other than the State or federal government pursuant to State or federal law.

7.06.02. Not use client specific information for any purpose other than carrying out their obligations under this Agreement.

7.07. Independent Contractor. Organization is an independent contractor and not an agent, officer, or employee of City. The parties mutually understand that this Agreement is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association with the City. As an independent contractor, Organization is not subject to the direction and control of City except as to the final result under this Agreement. Any persons employed by Organization shall be under Organization's exclusive direction, supervision, and control. Organization shall determine all conditions of employment including hours, wages, working conditions, discipline, hiring and discharging, or any other condition of employment. Organization shall assume sole responsibility for any debts or liabilities that may be incurred and for the payment of federal, state, and local taxes that may accrue in fulfilling the terms of this Agreement. Nothing in this Agreement shall be interpreted as authorizing Organization or its agents and/or employees to act as an agent or representative for or on behalf of City, or to incur any obligation of any kind on behalf of the City. City agrees that no health/hospitalization benefits, workers' compensation, and/or similar benefits available to City employees will inure to the benefit of Organization's agents and/or employees as a result of this Agreement.

7.08. Indemnification. Organization shall indemnify, hold harmless and assume the defense of the City, its officers, employees, agents, and elective and appointive boards from all claims, losses, lawsuits, costs and expenses, including attorney's fees, cause of actions, damages, including property damages, personal injury, death and liability of every kind, directly or indirectly accruing or arising as a result of or in connection with Organization's activities in relation to this Agreement.

7.09. Assignment. Organization shall not assign this Agreement or any interest therein, or any monies received pursuant hereto, either in whole or part, to any other entity, without the prior, express, and written consent of the City. Any unauthorized assignment shall be voided and shall, at the option of City, act as termination of this Agreement.

7.10. Governmental Immunity. City does not waive governmental immunity by entering into this Contract, and specifically retains immunity and all defenses available to it pursuant to Wyo. Stat. § 1-39-104(a) and all other state laws.

7.11. 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 to create such status. The rights, duties, and obligations contained herein shall operate only between the parties and shall inure solely to their benefit. The provisions hereof are intended only to assist the parties in determining and performing their obligations under this Agreement. The parties hereto intend and expressly agree that only signatories shall have any legal or equitable right to seek enforcement, any remedy arising out of a party's performance or failure to perform any terms or conditions hereof, or to bring an action for the breach of this Agreement.

7.12. Americans with Disabilities Act. Organization shall not discriminate against a qualified individual with a disability and shall comply with the Americans with Disabilities Act, P.L. 101-336, 42 U.S.C. 12101, et seq., and/or any properly promulgated rules and regulations related thereto.

7.13. Nondiscrimination. In rendering services under this Agreement, Organization shall comply with all applicable federal, state, and local laws, rules and regulations and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental

disability, race, religion, sexual orientation, or other protected status.

7.14. Kickbacks. Organization certifies and warrants that no gratuities, kickbacks, or contingency fees were paid, nor were any fees, commissions, gifts, or other considerations made in connection with or contingent upon the award of this Agreement.

7.15. Liaison and Notice. Organization's and City's Designated Representatives. All notices arising out of, or from, the provisions of this Agreement shall be in writing and given to all parties at the addresses provided in Section 7.16.01 and 7.16.02, either by mail, facsimile, e-mail, or delivery in person.

7.15.01. City's designated representative is the City Manager, whose address is P.O. Box 1030, 101 N. 4th Street, Douglas, Wyoming, 82633; telephone number (307) 358-3462; and facsimile (307) 358-6447.

7.15.02. Organization's designated representative is Nick DeWitt, Recreation Director, whose address is 615 Hamilton Street, Douglas, Wyoming, 82633; email: bdeweitt@ccsd1.org; and telephone number (307) 358-4231.

7.15.03. If notice is given by personal delivery, notice is effective as of the date of personal delivery. If notice is given by mail or through another carrier (e.g. UPS or FedEx), notice is effective as of the day following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.

7.16. Default. Any one or more of the following acts or omissions of this Agreement shall constitute an event of default hereunder (Events of Default):

7.16.01. Failure to satisfactorily perform any required task or service;

7.16.02. Failure to submit any report or provide notice required hereunder;

7.16.03. Failure to perform any other covenant or condition;

7.16.04. Failure to meet the commitments outlined in this Agreement, or the occurrence of an event which gives the City a reasonable basis to believe that the Organization will not be able to meet its commitments under the Agreement;

7.16.05. Failure to use funds in accordance with this Agreement;

7.16.06. Bankruptcy or insolvency of the Organization; or

7.16.07. Acted fraudulently or negligently or has completed an application for funding to City in a manner which could be construed as being either fraudulent, materially incorrect or materially misleading.

7.16.08. Upon the commencement of any Event of Default, the City shall give the Organization a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of notice. City may upon notice, withhold payment of the funding (or any part of it) until the Event of Default is remedied. If the Event of Default is not timely remedied, the City may treat this Agreement as breached. The City shall be immediately entitled to recover all or part of the funding paid to Organization and Organization shall pay such amount on demand to the City forthwith and pursue any of its remedies at law or in equity.

7.17. Termination. This Agreement will terminate upon a breach or default, as defined in Section 7.16 herein. Further, the Agreement will terminate upon Organization's receipt of the total amount of funds to be disbursed under this Agreement. The Parties by mutual agreement in writing may terminate this Agreement. Unless earlier terminated, this Agreement shall automatically terminate if subsequent legislation causes this Agreement to be in conflict with any law.

7.18. Insurance. It shall be the responsibility of Organization to carry a policy of commercial general liability insurance, with liability limits in an amount not less than \$1,000,000.00 per person and \$2,000,000.00 per occurrence, and shall provide the City Clerk with a copy of the certificate of commercial liability insurance for the Organization. Organization shall save and hold harmless the City and/or Assignee from any and all liability to persons for harm or injury resulting from the services performed under this Agreement.

7.19. Severability. Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of this Agreement shall continue in full force and effect and either party may attempt to re-negotiate the terms affected by the severance.

7.20. Contingency. This Agreement is contingent upon the City’s approval of this Agreement and the City continuing to have sufficient funding allocated to Organization in its budget.

7.21. Signature Authority. The parties executing this Agreement certify that they have the proper authority to bind their respective entities to all terms and conditions set forth herein.

7.22. Titles Not Controlling. Titles of sections are for reference only, and shall not be used to construe the language of this Agreement.

7.23. Waiver. Any failure of a party to assert any right under this Agreement shall not constitute a waiver or a termination of that right or any provision hereof.

7.24. Time is of the Essence. Time is of the essence in all provisions of the Agreement.

IN WITNESS WHEREOF, the City Manager of the City of Douglas and the Organization has signed and executed this Contract, the day and year first written above.

CITY OF DOUGLAS, WYOMING

CONVERSE COUNTY SCHOOL DISTRICT #1,
RECREATION BOARD

By: _____
JD Cox, City Manager

By: _____

Its: _____

STATE OF WYOMING)
)
COUNTY OF CONVERSE)

Before me personally **appeared JD Cox, as City Manger of the City of Douglas**, known to me to be the person whose name is subscribed to this instrument, and acknowledged that he executed the same for the purposes therein expressed this _____ day of _____, 2025.

Witness my hand and official seal.

Notary Public

STATE OF WYOMING)
)
COUNTY OF CONVERSE)

Before me personally **appeared _____, as _____ of Converse County School District #1, Recreation Board**, known to me to be the person whose name is subscribed to this instrument, and acknowledged that they executed the same for the purposes therein expressed this _____ day of _____, 2025.

Witness my hand and official seal.

Notary Public



**Funding Agreement between
City of Douglas, Wyoming
&
Children's Advocacy Project, Inc.**

1. Parties. This Funding Agreement (hereinafter referred to as "Agreement") is made and entered into on this _____ day of _____, 2025, by and between the **City of Douglas, Wyoming**, a municipal corporation, (hereinafter referred to as "City") whose address is P.O. Box 1030, Douglas, Wyoming, and **The Children's Advocacy Project, Inc.**, a Wyoming non-profit corporation (hereinafter referred to as "Organization"), doing business in Douglas, Wyoming, whose address is 350 North Ash, Casper, Wyoming, 82601.

Whereas, pursuant to WS §15-1-103(a)(xlv) the City is authorized to contract with non-profit corporations to provide human services for persons within its jurisdiction; and

Whereas, the Organization provides support and/or services to the members of the public within the City and the City Council has agreed to provide public funding as outlined within the terms and subject to the conditions set out in this Agreement.

NOW, THEREFORE, in consideration of the promises, agreement and mutual covenants made herein, it is agreed by and between the City and Organization as follows:

2. Purpose. The purpose of this Agreement is to provide Organization funding **in the amount of Eight Thousand Dollars & 00/100 (\$8,000)** to be utilized by the Organization in accordance with the terms outlined herein.

3. Term. This Agreement will commence on July 1, 2025 and continue in force for a period of one year until June 30, 2026.

4. Payment.

4.1. City shall pay organization upon submittal of sworn vouchers invoicing expenses for services rendered during the period for which payment is claimed, with the last disbursement to be requested on or before the third Monday in July 2026. At that time, there is no continuing obligation on the part of the City to provide additional funding to Organization.

4.2. Organization shall submit to the Administrative Services Department, certified under penalty of perjury, a full itemized statement or invoice for payment in writing, including documentation verifying actual costs incurred for the invoiced period (e.g. receipts, expense report, financial statement, etc.). The City may require additional documentation which evidences that the Organization has complied with all of its responsibilities and requirements under this Agreement, including, but not limited to, those responsibilities outlined in Paragraph 5 below. Payment may not be made by the City unless and until satisfactory evidence of costs incurred have been submitted and approved. Subject to this Agreement, City will pay sum to Organization within 45 days of receipt of statement or invoice and other requested documents.

4.3. Payment of funding is conditional upon each and all of the following:

4.3.01. Organization has met each and every obligation imposed under this Agreement to the satisfaction of the City, including but not limited to submitting reports to the City.

4.3.02. City continuing to have sufficient funding allocated to Organization in its budget.

4.3.03. In the event of a Default of this Agreement as outlined in Section 7.16, City may withhold or suspend payment, in whole or part, to this Organization.

4.4. Repayment of Funding: Organization must repay City:

4.4.01. In the event of a Default or Breach of this Agreement as outlined in Section 7.17;

4.4.02. If, at any time during the term of or upon expiration or termination of this Agreement, there

remains an amount of funding that has not been expended or acquitted to City's satisfaction in accordance with this Agreement, then this amount must be refunded by the Organization to City within twenty (20) business days of a written notice from City, or dealt with as directed in writing by City. Any amount owed to City under this section will be recoverable as a debt due to City without further proof of the debt.

5. Responsibilities of Organization.

5.1. Organization shall provide all of the following services:

5.1.01. Provide coordinated forensic and comprehensive services for alleged victims of child abuse and neglect in order to minimize trauma to children, to break the cycle of abuse and to foster a more effective and efficient community response to child maltreatment by doing the following:

- a. Enhance inter-agency coordination in the investigation and treatment of child maltreatment; and
- b. Minimize further trauma to the child victim and non-offending family members by training professionals and coordinating services in a centralized, child and family-friendly environment; and
- c. Improve the quality of evidence collection; and
- d. Increase community awareness of child maltreatment; and
- e. Serve as a multi-disciplinary resource for the expansion of this program to other communities in the state.

5.2. Use of Funding. Organization must use the funding solely for the stated purposes; only use the funding within the funding period; and not enter into any arrangements or commitments that are incompatible or inconsistent with the purpose of the funding.

5.2.01. Allowable Uses of Funds. These funds shall be used for services described in Section 5.1.

Organization shall expend all funds received under this Agreement solely for program activities as identified in accordance with eligible program costs set forth below:

5.2.01(i). Direct costs (including salaries/benefits of employees assigned to the program and any services/supplies necessary for the program).

5.2.01(ii). Indirect costs (these costs are defined by federal standards and Generally Accepted Accounting Principles for the purpose of allocating allowable indirect costs to a program).

5.2.02. Unallowable Uses of Funds. Organization shall not expend funds for:

5.2.02(i). Any costs outside the scope of the approved program;

5.2.02(ii). Personal injury compensation or damages arising out of or connected with the program;

5.2.02(iii). Fines and penalties due to violations or failure to comply with federal, state, or local laws and ordinances, and terms, provisions, conditions or commitments of this Agreement;

5.2.02(iv). Interest on bonds or other forms of indebtedness;

5.2.02(v). Any costs arising out of or attributable to the Organization's malfeasance, misfeasance, mismanagement, or negligence;

5.2.02(vi). "Buy out" of unused sick leave, vacation/administration leave time, or

5.2.02(vii). Funds shall not be used as investment funds or deposited into any type of savings account.

6. Special Provisions.

6.01. Records. Organization shall establish an official file for the program containing adequate documentation of all actions taken in the performance of the Agreement and maintain a system of accounts that complies with generally accepted accounting principles for government agencies.

6.02. Record Retention and Inspection. Organization shall retain financial, programmatic, client data and other service records for three (3) years from the date of the end of the Agreement award or for three (3) years from the date of termination, whichever is later. Authorized representatives of City, the state and/or federal government may inspect and/or audit Organization's performance, place of business and/or records pertaining to this Agreement.

6.03. Access to Books and Records. Organization agrees to permit the City or its agents access to any of Organization's books, records and accounts for the purpose of ascertaining compliance with any statutes, regulation and order, and with the terms and conditions of this Agreement. City shall follow Generally Accepted Accounting Principles or Other Comprehensive Bases of Accounting acceptable to the City in recording financial transactions. When requested by the City, Organization at its own expense shall have its annual accounting reports audited or prepared by a licensed independent accountant acceptable to the City.

7. General Provisions.

7.01. Amendments. Any mutually agreed upon change to the terms and conditions of this Agreement shall be effective only when incorporated in written amendments to this Agreement. Any verbal agreement or conversation shall be nonbinding on the City.

7.02. Applicable Law/Venue. The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming have jurisdiction over this Agreement and the parties, and the venue shall be the Eighth Judicial District, Converse County, Wyoming.

7.03. Compliance with Law. Organization represents and warrants that it has and shall continue to comply with federal, state, and local laws and regulations applicable to Organization's performance, including, but not limited to: licensing, employment and purchasing practices, wages, hours and conditions of employment. Organization warrants that it possesses current valid appropriate licensure, including, but not limited to: driver's license, professional license, certificate of tax-exempt status, or permits, required to perform the work that is required for funding under this Agreement.

7.04. Entirety of Agreement. This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

7.05. 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. 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.

7.06. Confidentiality. Organization shall abide by any and all applicable laws governing the confidentiality of information regarding clients served under this Agreement. Organization shall:

7.06.01. Prevent unauthorized disclosure of names and other client-identifying information, except for statistical information not identifying a particular client, to anyone other than the State or federal government pursuant to State or federal law.

7.06.02. Not use client specific information for any purpose other than carrying out their obligations under this Agreement.

7.07. Independent Contractor. Organization is an independent contractor and not an agent, officer, or employee of City. The parties mutually understand that this Agreement is not intended to and shall

not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association with the City. As an independent contractor, Organization is not subject to the direction and control of City except as to the final result under this Agreement. Any persons employed by Organization shall be under Organization's exclusive direction, supervision, and control. Organization shall determine all conditions of employment including hours, wages, working conditions, discipline, hiring and discharging, or any other condition of employment. Organization shall assume sole responsibility for any debts or liabilities that may be incurred and for the payment of federal, state, and local taxes that may accrue in fulfilling the terms of this Agreement. Nothing in this Agreement shall be interpreted as authorizing Organization or its agents and/or employees to act as an agent or representative for or on behalf of City, or to incur any obligation of any kind on behalf of the City. City agrees that no health/hospitalization benefits, workers' compensation, and/or similar benefits available to City employees will inure to the benefit of Organization's agents and/or employees as a result of this Agreement.

7.08. Indemnification. Organization shall indemnify, hold harmless and assume the defense of the City, its officers, employees, agents, and elective and appointive boards from all claims, losses, lawsuits, costs and expenses, including attorney's fees, cause of actions, damages, including property damages, personal injury, death and liability of every kind, directly or indirectly accruing or arising as a result of or in connection with Organization's activities in relation to this Agreement.

7.09. Assignment. Organization shall not assign this Agreement or any interest therein, or any monies received pursuant hereto, either in whole or part, to any other entity, without the prior, express, and written consent of the City. Any unauthorized assignment shall be voided and shall, at the option of City, act as termination of this Agreement.

7.10. Governmental Immunity. City does not waive governmental immunity by entering into this Contract, and specifically retains immunity and all defenses available to it pursuant to Wyo. Stat. § 1-39-104(a) and all other state laws.

7.11. 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 to create such status. The rights, duties, and obligations contained herein shall operate only between the parties and shall inure solely to their benefit. The provisions hereof are intended only to assist the parties in determining and performing their obligations under this Agreement. The parties hereto intend and expressly agree that only signatories shall have any legal or equitable right to seek enforcement, any remedy arising out of a party's performance or failure to perform any terms or conditions hereof, or to bring an action for the breach of this Agreement.

7.12. Americans with Disabilities Act. Organization shall not discriminate against a qualified individual with a disability and shall comply with the Americans with Disabilities Act, P.L. 101-336, 42 U.S.C. 12101, et seq., and/or any properly promulgated rules and regulations related thereto.

7.13. Nondiscrimination. In rendering services under this Agreement, Organization shall comply with all applicable federal, state, and local laws, rules and regulations and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, sexual orientation, or other protected status.

7.14. Kickbacks. Organization certifies and warrants that no gratuities, kickbacks, or contingency fees were paid, nor were any fees, commissions, gifts, or other considerations made in connection with or contingent upon the award of this Agreement.

7.15. Liaison and Notice. Organization's and City's Designated Representatives. All notices arising out of, or from, the provisions of this Agreement shall be in writing and given to all parties at the addresses provided in Section 7.16.01 and 7.16.02, either by mail, facsimile, e-mail, or delivery in person.

7.15.01. City's designated representative is the City Manager, whose address is P.O. Box 1030, 101 N. 4th Street, Douglas, Wyoming, 82633; telephone number (307) 358-3462; and facsimile (307) 358-6447.

7.15.02. Organization's designated representative is Stacy Nelson, Executive Director, whose address is 350 North Ash, Casper, Wyoming, 82601; email: stacy@childrensadvocacyproject.org; and telephone number (307) 232-0159.

7.15.03. If notice is given by personal delivery, notice is effective as of the date of personal delivery. If notice is given by mail or through another carrier (e.g. UPS or FedEx), notice is effective as of the day following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.

7.16. Default. Any one or more of the following acts or omissions of this Agreement shall constitute an event of default hereunder (Events of Default):

7.16.01. Failure to satisfactorily perform any required task or service;

7.16.02. Failure to submit any report or provide notice required hereunder;

7.16.03. Failure to perform any other covenant or condition;

7.16.04. Failure to meet the commitments outlined in this Agreement, or the occurrence of an event which gives the City a reasonable basis to believe that the Organization will not be able to meet its commitments under the Agreement;

7.16.05. Failure to use funds in accordance with this Agreement;

7.16.06. Bankruptcy or insolvency of the Organization; or

7.16.07. Acted fraudulently or negligently or has completed an application for funding to City in a manner which could be construed as being either fraudulent, materially incorrect or materially misleading.

7.16.08. Upon the commencement of any Event of Default, the City shall give the Organization a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of notice. City may upon notice, withhold payment of the funding (or any part of it) until the Event of Default is remedied. If the Event of Default is not timely remedied, the City may treat this Agreement as breached. The City shall be immediately entitled to recover all or part of the funding paid to Organization and Organization shall pay such amount on demand to the City forthwith and pursue any of its remedies at law or in equity.

7.17. Termination. This Agreement will terminate upon a breach or default, as defined in Section 7.16 herein. Further, the Agreement will terminate upon Organization's receipt of the total amount of funds to be disbursed under this Agreement. The Parties by mutual agreement in writing may terminate this Agreement. Unless earlier terminated, this Agreement shall automatically terminate if subsequent legislation causes this Agreement to be in conflict with any law.

7.18. Insurance. It shall be the responsibility of Organization to carry a policy of commercial general liability insurance, with liability limits in an amount not less than \$1,000,000.00 per person and \$2,000,000.00 per occurrence, and shall provide the City Clerk with a copy of the certificate of commercial liability insurance for the Organization. Organization shall save and hold harmless the City and/or Assignee from any and all liability to persons for harm or injury resulting from the services performed under this Agreement.

7.19. Severability. Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of this Agreement shall continue in full force and effect and either party may attempt to re-negotiate the terms affected by the severance.

7.20. Contingency. This Agreement is contingent upon the City's approval of this Agreement and the City continuing to have sufficient funding allocated to Organization in its budget.

7.21. Signature Authority. The parties executing this Agreement certify that they have the proper

authority to bind their respective entities to all terms and conditions set forth herein.

7.22. Titles Not Controlling. Titles of sections are for reference only, and shall not be used to construe the language of this Agreement.

7.23. Waiver. Any failure of a party to assert any right under this Agreement shall not constitute a waiver or a termination of that right or any provision hereof.

7.24. Time is of the Essence. Time is of the essence in all provisions of the Agreement.

IN WITNESS WHEREOF, the City Manager of the City of Douglas and the Organization has signed and executed this Contract, the day and year first written above.

CITY OF DOUGLAS, WYOMING

CHILDREN’S ADVOCACY PROJECT, INC.

By: _____
JD Cox, City Manager

By: _____
Its: _____

STATE OF WYOMING)
)
COUNTY OF CONVERSE)

Before me personally **appeared JD Cox, City Manager of the City of Douglas**, known to me to be the person whose name is subscribed to this instrument, and acknowledged that he executed the same for the purposes therein expressed this _____ day of _____, 2025.

WITNESS my hand and official seal.

Notary Public

STATE OF WYOMING)
)
COUNTY OF CONVERSE)

Before me personally **appeared _____, as _____ of Children’s Advocacy Project, Inc.**, known to me to be the person whose name is subscribed to this instrument, and acknowledged that they executed the same for the purposes therein expressed this _____ day of _____, 2025.

WITNESS my hand and official seal.

Notary Public



**Funding Agreement between
City of Douglas, Wyoming
&
Converse Hope Center**

1. Parties. This Funding Agreement (hereinafter referred to as “Agreement”) is made and entered into on this _____ day of _____, 2025, by and between the **City of Douglas, Wyoming**, a municipal corporation, (hereinafter referred to as “City”) whose address is P.O. Box 1030, Douglas, Wyoming, and **Converse Hope Center**, a Wyoming non-profit corporation (hereinafter referred to as “Organization”), doing business in Douglas, Wyoming, whose address is 126 N. 5th Street, Douglas, Wyoming, 82633.

Whereas, pursuant to WS §15-1-103(a)(xlv) the City is authorized to contract with non-profit corporations to provide human services for persons within its jurisdiction; and

Whereas, the Organization provides support and/or services to the members of the public within the City and the City Council has agreed to provide public funding as outlined within the terms and subject to the conditions set out in this Agreement.

NOW, THEREFORE, in consideration of the promises, agreement and mutual covenants made herein, it is agreed by and between the City and Organization as follows:

2. Purpose. The purpose of this Agreement is to provide Organization funding **in the amount of Twenty Thousand Dollars & 00/100 (\$20,000)** to be utilized by the Organization in accordance with the terms outlined herein.

3. Term. This Agreement will commence on July 1, 2025 and continue in force for a period of one year until June 30, 2026.

4. Payment.

4.1. City shall pay organization via monthly disbursements of funds, with the last disbursement to be requested on or before the third Monday in July 2026. At that time, there is no continuing obligation on the part of the City to provide additional funding to Organization.

4.2. Organization shall submit to the Administrative Services Department, certified under penalty of perjury, a full itemized statement or invoice for payment in writing, including documentation verifying actual costs incurred for the invoiced period (e.g. receipts, expense report, financial statement, etc.). The City may require additional documentation which evidences that the Organization has complied with all of its responsibilities and requirements under this Agreement, including, but not limited to, those responsibilities outlined in Paragraph 5 below. Payment may not be made by the City unless and until satisfactory evidence of costs incurred have been submitted and approved. Subject to this Agreement, City will pay sum to Organization within 45 days of receipt of statement or invoice and other requested documents.

4.3. Payment of funding is conditional upon each and all of the following:

4.3.01. Organization has met each and every obligation imposed under this Agreement to the satisfaction of the City, including but not limited to submitting reports to the City.

4.3.02. City continuing to have sufficient funding allocated to Organization in its budget.

4.3.03. In the event of a Default of this Agreement as outlined in Section 7.16, City may withhold or suspend payment, in whole or part, to this Organization.

4.4. Repayment of Funding: Organization must repay City:

4.4.01. In the event of a Default or Breach of this Agreement as outlined in Section 7.17;

4.4.02. If, at any time during the term of or upon expiration or termination of this Agreement, there remains an amount of funding that has not been expended or acquitted to City’s satisfaction in accordance with this Agreement, then this amount must be refunded by the Organization to City

within twenty (20) business days of a written notice from City, or dealt with as directed in writing by City. Any amount owed to City under this section will be recoverable as a debt due to City without further proof of the debt.

5. Responsibilities of Organization.

5.1. Organization shall provide all of the following basic services:

5.1.01. Operation of a victim advocate center serving county residents to include the following:

- a. Staff salary while conducting fund raising campaigns; and
- b. Provide educational materials for prevention and awareness campaigns; and
- c. Accounting services; and
- d. Day to Day operational expenses, as necessary; and
- e. Training and operation of a 24-hour HOPE line.

5.2. Use of Funding. Organization must use the funding solely for the stated purposes; only use the funding within the funding period; and not enter into any arrangements or commitments that are incompatible or inconsistent with the purpose of the funding.

5.2.01. Allowable Uses of Funds. These funds shall be used for services described in Section 5.1.

Organization shall expend all funds received under this Agreement solely for program activities as identified in accordance with eligible program costs set forth below:

5.2.01(i). Direct costs (including salaries/benefits of employees assigned to the program and any services/supplies necessary for the program).

5.2.01(ii). Indirect costs (these costs are defined by federal standards and Generally Accepted Accounting Principles for the purpose of allocating allowable indirect costs to a program).

5.2.02. Unallowable Uses of Funds. Organization shall not expend funds for:

5.2.02(i). Any costs outside the scope of the approved program;

5.2.02(ii). Personal injury compensation or damages arising out of or connected with the program;

5.2.02(iii). Fines and penalties due to violations or failure to comply with federal, state, or local laws and ordinances, and terms, provisions, conditions or commitments of this Agreement;

5.2.02(iv). Interest on bonds or other forms of indebtedness;

5.2.02(v). Any costs arising out of or attributable to the Organization's malfeasance, misfeasance, mismanagement, or negligence;

5.2.02(vi). "Buy out" of unused sick leave, vacation/administration leave time, or

5.2.02(vii). Funds shall not be used as investment funds or deposited into any type of savings account.

6. Special Provisions.

6.01. Records. Organization shall establish an official file for the program containing adequate documentation of all actions taken in the performance of the Agreement and maintain a system of accounts that complies with generally accepted accounting principles for government agencies.

6.02. Record Retention and Inspection. Organization shall retain financial, programmatic, client data and other service records for three (3) years from the date of the end of the Agreement award or for three (3) years from the date of termination, whichever is later. Authorized representatives of

City, the state and/or federal government may inspect and/or audit Organization's performance, place of business and/or records pertaining to this Agreement.

6.03. Access to Books and Records. Organization agrees to permit the City or its agents access to any of Organization's books, records and accounts for the purpose of ascertaining compliance with any statutes, regulation and order, and with the terms and conditions of this Agreement. City shall follow Generally Accepted Accounting Principles or Other Comprehensive Bases of Accounting acceptable to the City in recording financial transactions. When requested by the City, Organization at its own expense shall have its annual accounting reports audited or prepared by a licensed independent accountant acceptable to the City.

7. General Provisions.

7.01. Amendments. Any mutually agreed upon change to the terms and conditions of this Agreement shall be effective only when incorporated in written amendments to this Agreement. Any verbal agreement or conversation shall be nonbinding on the City.

7.02. Applicable Law/Venue. The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming have jurisdiction over this Agreement and the parties, and the venue shall be the Eighth Judicial District, Converse County, Wyoming.

7.03. Compliance with Law. Organization represents and warrants that it has and shall continue to comply with federal, state, and local laws and regulations applicable to Organization's performance, including, but not limited to: licensing, employment and purchasing practices, wages, hours and conditions of employment. Organization warrants that it possesses current valid appropriate licensure, including, but not limited to: driver's license, professional license, certificate of tax-exempt status, or permits, required to perform the work that is required for funding under this Agreement.

7.04. Entirety of Agreement. This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

7.05. 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. 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.

7.06. Confidentiality. Organization shall abide by any and all applicable laws governing the confidentiality of information regarding clients served under this Agreement. Organization shall:

7.06.01. Prevent unauthorized disclosure of names and other client-identifying information, except for statistical information not identifying a particular client, to anyone other than the State or federal government pursuant to State or federal law.

7.06.02. Not use client specific information for any purpose other than carrying out their obligations under this Agreement.

7.07. Independent Contractor. Organization is an independent contractor and not an agent, officer, or employee of City. The parties mutually understand that this Agreement is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association with the City. As an independent contractor, Organization is not subject to the direction and control of City except as to the final result under this Agreement. Any persons employed by Organization shall be under Organization's exclusive direction, supervision, and control. Organization shall determine all conditions of employment including hours, wages, working conditions, discipline, hiring and discharging, or any other condition of employment. Organization shall assume sole responsibility for any debts or liabilities that may be incurred and for the payment of federal, state, and local taxes that may accrue in fulfilling the terms of this Agreement. Nothing in this Agreement shall be interpreted as authorizing Organization or its agents and/or employees to

act as an agent or representative for or on behalf of City, or to incur any obligation of any kind on behalf of the City. City agrees that no health/hospitalization benefits, workers' compensation, and/or similar benefits available to City employees will inure to the benefit of Organization's agents and/or employees as a result of this Agreement.

7.08. Indemnification. Organization shall indemnify, hold harmless and assume the defense of the City, its officers, employees, agents, and elective and appointive boards from all claims, losses, lawsuits, costs and expenses, including attorney's fees, cause of actions, damages, including property damages, personal injury, death and liability of every kind, directly or indirectly accruing or arising as a result of or in connection with Organization's activities in relation to this Agreement.

7.09. Assignment. Organization shall not assign this Agreement or any interest therein, or any monies received pursuant hereto, either in whole or part, to any other entity, without the prior, express, and written consent of the City. Any unauthorized assignment shall be voided and shall, at the option of City, act as termination of this Agreement.

7.10. Governmental Immunity. City does not waive governmental immunity by entering into this Contract, and specifically retains immunity and all defenses available to it pursuant to Wyo. Stat. § 1-39-104(a) and all other state laws.

7.11. 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 to create such status. The rights, duties, and obligations contained herein shall operate only between the parties and shall inure solely to their benefit. The provisions hereof are intended only to assist the parties in determining and performing their obligations under this Agreement. The parties hereto intend and expressly agree that only signatories shall have any legal or equitable right to seek enforcement, any remedy arising out of a party's performance or failure to perform any terms or conditions hereof, or to bring an action for the breach of this Agreement.

7.12. Americans with Disabilities Act. Organization shall not discriminate against a qualified individual with a disability and shall comply with the Americans with Disabilities Act, P.L. 101-336, 42 U.S.C. 12101, et seq., and/or any properly promulgated rules and regulations related thereto.

7.13. Nondiscrimination. In rendering services under this Agreement, Organization shall comply with all applicable federal, state, and local laws, rules and regulations and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, sexual orientation, or other protected status.

7.14. Kickbacks. Organization certifies and warrants that no gratuities, kickbacks, or contingency fees were paid, nor were any fees, commissions, gifts, or other considerations made in connection with or contingent upon the award of this Agreement.

7.15. Liaison and Notice. Organization's and City's Designated Representatives. All notices arising out of, or from, the provisions of this Agreement shall be in writing and given to all parties at the addresses provided in Section 7.16.01 and 7.16.02, either by mail, facsimile, e-mail, or delivery in person.

7.15.01. City's designated representative is the City Manager, whose address is P.O. Box 1030, 101 N. 4th Street, Douglas, Wyoming, 82633; telephone number (307) 358-3462; and facsimile (307) 358-6447.

7.15.02. Organization's designated representative is Richelle Balcazar, Executive Director, whose address is 126 N. 5th Street, Douglas, Wyoming, 82633; email: Richelle@conversehope.org; telephone number (307) 358-6148; and facsimile (307) 358-2706.

7.15.03. If notice is given by personal delivery, notice is effective as of the date of personal delivery. If notice is given by mail or through another carrier (e.g. UPS or FedEx), notice is effective as of the day following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.

- 7.16. Default.** Any one or more of the following acts or omissions of this Agreement shall constitute an event of default hereunder (Events of Default):
- 7.16.01.** Failure to satisfactorily perform any required task or service;
 - 7.16.02.** Failure to submit any report or provide notice required hereunder;
 - 7.16.03.** Failure to perform any other covenant or condition;
 - 7.16.04.** Failure to meet the commitments outlined in this Agreement, or the occurrence of an event which gives the City a reasonable basis to believe that the Organization will not be able to meet its commitments under the Agreement;
 - 7.16.05.** Failure to use funds in accordance with this Agreement;
 - 7.16.06.** Bankruptcy or insolvency of the Organization; or
 - 7.16.07.** Acted fraudulently or negligently or has completed an application for funding to City in a manner which could be construed as being either fraudulent, materially incorrect or materially misleading.
 - 7.16.08.** Upon the commencement of any Event of Default, the City shall give the Organization a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of notice. City may upon notice, withhold payment of the funding (or any part of it) until the Event of Default is remedied. If the Event of Default is not timely remedied, the City may treat this Agreement as breached. The City shall be immediately entitled to recover all or part of the funding paid to Organization and Organization shall pay such amount on demand to the City forthwith and pursue any of its remedies at law or in equity.
- 7.17. Termination.** This Agreement will terminate upon a breach or default, as defined in Section 7.16 herein. Further, the Agreement will terminate upon Organization's receipt of the total amount of funds to be disbursed under this Agreement. The Parties by mutual agreement in writing may terminate this Agreement. Unless earlier terminated, this Agreement shall automatically terminate if subsequent legislation causes this Agreement to be in conflict with any law.
- 7.18. Insurance.** It shall be the responsibility of Organization to carry a policy of commercial general liability insurance, with liability limits in an amount not less than \$1,000,000.00 per person and \$2,000,000.00 per occurrence, and shall provide the City Clerk with a copy of the certificate of commercial liability insurance for the Organization. Organization shall save and hold harmless the City and/or Assignee from any and all liability to persons for harm or injury resulting from the services performed under this Agreement.
- 7.19. Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of this Agreement shall continue in full force and effect and either party may attempt to re-negotiate the terms affected by the severance.
- 7.20. Contingency.** This Agreement is contingent upon the City's approval of this Agreement and the City continuing to have sufficient funding allocated to Organization in its budget.
- 7.21. Signature Authority.** The parties executing this Agreement certify that they have the proper authority to bind their respective entities to all terms and conditions set forth herein.
- 7.22. Titles Not Controlling.** Titles of sections are for reference only, and shall not be used to construe the language of this Agreement.
- 7.23. Waiver.** Any failure of a party to assert any right under this Agreement shall not constitute a waiver or a termination of that right or any provision hereof.
- 7.24. Time is of the Essence.** Time is of the essence in all provisions of the Agreement.

IN WITNESS WHEREOF, the City Manager of the City of Douglas and the Organization has signed and executed this Contract, the day and year first written above.

CITY OF DOUGLAS, WYOMING

By: _____
JD Cox, City Manager

CONVERSE HOPE CENTER

By: _____
Its: _____

STATE OF WYOMING)
)
COUNTY OF CONVERSE)

Before me personally **appeared JD Cox, City Manager of the City of Douglas**, known to me to be the person whose name is subscribed to this instrument, and acknowledged that he executed the same for the purposes therein expressed this _____ day of _____, 2025.

WITNESS my hand and official seal.

Notary Public

STATE OF WYOMING)
)
COUNTY OF CONVERSE)

Before me personally **appeared _____, as _____ of Converse Hope Center**, known to me to be the person whose name is subscribed to this instrument, and acknowledged that they executed the same for the purposes therein expressed this _____ day of _____, 2025.

WITNESS my hand and official seal.

Notary Public



**Lease/Management Agreement between
City of Douglas, Wyoming
&
Douglas Community Club**

1. PARTIES. This Funding Agreement (hereinafter referred to as “Agreement”) is made and entered into on this ____ day of _____, 2025, by and between City of Douglas, Wyoming, a Wyoming municipal corporation (hereinafter referred to as “City”), whose address is 101 N. 4th Street, P.O. Box 1030, Douglas, Wyoming 82633, and Douglas Community Club, a non-profit Corporation (hereinafter referred to as “DCC”), whose address is P.O. Box 332, Douglas, Wyoming 82633.

WHEREAS, pursuant to WS § 15-1-103(a)(xlv) the City is authorized to contract with nonprofit corporations to provide human services for persons within its jurisdiction; and

WHEREAS, the DCC provides support and/or services to the members of the public within the City and the City Council has agreed to provide public funding as outlined within the terms and subject to the conditions set out in this Agreement; and

WHEREAS, the City of Douglas is the owner of the property hereinafter described; and

WHEREAS, Douglas Community Club desires to lease the property hereinafter described under this agreement for use as a public golf course.

NOW, THEREFORE, in consideration of the promises, agreements and mutual covenants made herein, it is agreed by and between the City of Douglas and Douglas Community Club as follows:

2. PREMISES. For and in consideration of the sum to be deposited annually by DCC in the Golf Course Operating Account (“Operating Account”), and the provision of management services as hereinafter provided, City does hereby lease, let and demise unto DCC a non-exclusive right to the real property commonly described as the Douglas Community Golf Course, further described as Lot 1, Golf Course Addition, City of Douglas, Wyoming, together with the buildings and related improvements erected thereon, with all of the rights, privileges, easements and appurtenances thereto according to the terms and conditions of this agreement, and further described as follows:

2.01. Parties acknowledge that the three golf cart storage buildings are privately owned and maintained by DCC. City will assume no responsibility for maintenance or repair of such buildings and DCC shall not utilize city funds for their maintenance, repair or replacement.

2.02. Parties agree to the allowance of one (1) dwelling unit, trailer or mobile home, for a caretaker or groundskeeper and his or her family at a location to be approved by City. Any such construction or installation is subject to all city codes pertaining to zoning, development, building and utility connection. City assumes no responsibility for insurance, maintenance, repair, installation or removal of such dwelling unit.

2.03. The Parties acknowledge that the DCC has secured a Temporary Water Use Agreement under Order No. 25-53, through the West Side Ditch Appropriation, Permit No. 16986.0D (under CR 45, pages 273 and 274), the Rocky Ford Creek Ditch Appropriation, Permit No. 17955.0D (under CR 57, page 113), the Reed Creek

Ditch Appropriation, Permit No. 17956.0D (under CR 57, page 83), the Gould Creek Ditch No. 2 Appropriation, Permit No. 17957.0D (under CR 57, page 53), and the Enlargement of Sims No. 2 or Wagonhound Ditch Appropriation, Permit No. 4760.0E, which entitles the DCC to divert up to 60,000,000 gallons or 184.13 acre-feet over a two year period (30,000,000 gallons or 92.07 acre-feet per year) at a diversion rate not to exceed 570 gallons per minute or 820,000 gallons per day during the historic irrigation period. The point of diversion for the Temporary Water Use Agreement is the Community Club Sprinkler System. The DCC agrees that it is responsible for meeting the conditions and requirements of the Temporary Water Use Agreement, including collecting daily metered volumes of water pumped through the diversion and providing the required reports to the State Engineer's Office and Board of Control staff indicated in the Temporary Water Use Agreement. It is the responsibility of the Douglas Community Club to utilize proper ingress-egress to the meter vault, including confined space entry requirements, and to properly secure the meter vault manhole lid prior to leaving the site after taking the reading. The Douglas Community Club will provide the monthly water production volumes used under the Temporary Water Use Agreement to the City of Douglas for purposes of the City's annual water reports to the State Engineer's Office.

2.04. The DCC and the City of Douglas agree that the diversions under the Temporary Water Use Agreement Order No. 25-53 will be reported as the first use of water each water year, up to the full 30,000,000 gallons allowed under that agreement. Water production through the Community Club Sprinkler System diversion in excess of 30,000,000 gallons in each calendar year will be attributed to the City's surface water diversion rights. The parties acknowledge that the DCC's usage for May and June of 2025 have not been reported as water usage under the Temporary Water Usage Agreement described above.

2.05. Unless water usage under the Platte River Recovery Implementation Plan (PRRIP) is curtailed by the State Engineer's Office or other governmental authority, the DCC shall have the ability to utilize its currently adjudicated water rights outside of the May 1 through September 30 PRRIP irrigation season.

3. TERM. This Agreement shall be effective as of the 1st day of July, 2025, and shall continue until the 30th day of June, 2026 at which time the contract shall terminate. This Agreement may be renewed for additional one-year increments by mutual written agreement between the parties, unless otherwise cancelled by either party providing 30-day notice during the contract period.

4. COMPENSATION. City agrees to compensate DCC **Seventy-Five Thousand Dollars (\$75,000.00)** during fiscal year 2025-2026 to cover annual staffing, operating, repair and maintenance costs for facility not recovered through green fees and other sources of income in accordance with the provisions of Section 4.03. below, subject to receipt of annual funding request using the annual City budgetary appropriation process.

4.01. DCC shall prepare an annual operating budget covering all anticipated staffing and operating expenditures, repairs and capital outlay needs as well as a projection of anticipated revenue. Said budget shall be presented to City on or before April 1st of each fiscal year for approval by City during its annual budget appropriation process.

4.02. City shall not provide funding in excess of the adopted budgetary appropriation for the current fiscal year unless a budgetary amendment is approved by the City. Absent a request for an amended budget appropriation, any expenses in excess of approved amount shall be the sole responsibility of the DCC.

4.03. DCC hereby agrees that it will supplement the appropriations necessary to operate said facility from green fees and other sources of income. DCC shall deposit all green fees, appropriations by City, and

other sources of income not related to the Pro Shop or Clubhouse in the Operating Account of DCC. All revenue, except those received from Clubhouse or Pro Shop functions in 4.06, shall be netted against the budget appropriation from City. All funds deposited in said Operating Account shall be subject to the terms of this agreement and shall be used only for the purposes set forth herein.

4.04 DCC shall submit to the Administrative Services Department, certified under penalty of perjury, a full itemized statement or invoice for payment in writing, including documentation verifying actual costs incurred for the invoiced period (e.g. receipts, expense report, financial statement, etc.). The City may require additional documentation which evidences that the performance measures under this Agreement have been achieved. Payment will not be made by the City unless and until satisfactory evidence of costs incurred have been submitted and approved. Subject to this Agreement, City will pay sum to Organization within 45 days of receipt of statement or invoice and other requested documents.

4.05 DCC shall provide upon request by the City detailed financial reports documenting all expenses incurred and revenue received at the facility to City in a form approved by City on an annual basis. DCC shall provide City with a copy of DCC's annual audited financial reports.

4.06. DCC shall use funds derived from appropriations by City, green fees and such other funds as are acquired by operation of the facilities or through gifts, devise or otherwise, for the operation of the golf course facilities. All such income and expenditures shall be accounted for as set forth above.

4.07. DCC shall operate independent concession functions at the clubhouse facility and golf pro shop, and is responsible for all purchase of concession items and shall be entitled to one hundred (100) percent of all revenues derived therefrom. Concession operations need not be included in financial reports provided to City.

5. OPERATION OF FACILITY. City grants DCC full authority to manage the above-described golf course premises for use as a public golf course. The parties agree that at all times pertinent hereto, the golf course is and shall be a public golf course, and DCC shall not deny or diminish the public's use of the golf course.

5.01. City shall have exclusive control of the general nature of the operation to ensure the rights of the public and shall have the exclusive right to approve all operating rules, hours and/or days of operation, fees to be charged and procedures developed by or implemented by DCC.

5.02. DCC shall supervise and manage in a businesslike and professional manner the Douglas Community Golf Course and all related facilities and DCC agrees to follow all applicable federal, state, county and city laws and regulations pertaining to the operation of the golf course and covenants not to discriminate or engage in any practice that has the effect of discriminating against any person on the basis of religion, race, creed, color, national origin, sex, age or disability, in furnishing or by refusing to furnish to such person or persons the use of any facility or participation in any program, including any and all services, privileges, accommodations and activities provided therein.

5.03. DCC shall operate, at DCC's own cost, risk, profit and expense, a quality golf shop at the golf course, provided that DCC may contract for the personal services of the Golf Pro and may make compensation of said Golf Pro from the Operating Account. It is expressly agreed that DCC shall receive all income and pay all expenses, including insurance, building maintenance and repair, from the operation of the pro shop, cart rentals,

golf lessons, and its owned golf cart assessments arising from the operation and management of the demised golf course premises.

5.04. DCC agrees to take good care of the premises and to use said premises only in the operation of the regulation eighteen (18) hole golf course presently existing on said premises, along with the appurtenant structures thereto, and agrees not to use or permit the premises or any part thereof to be used for any other purpose without the prior written consent of CITY endorsed hereon.

6. MAINTENANCE AND REPAIR. DCC shall keep the premises in good condition and make repairs to structures and facilities thereon as may be found necessary to keep them in good repair. All equipment shall be maintained and replaced by DCC through the Operating Account. City agrees, when feasible, and upon request of DCC and authorization of City Manager, to assist by providing equipment or labor for special projects involving maintenance or operation of the golf course.

6.01. DCC shall not make any major alterations, additions or improvements to said premises without the prior written consent of City, which shall not be unreasonably withheld. The following items, however, shall require no consent from City, written or verbal:

6.01.01. Repair and improvement of all tees; repair of sand traps and addition of sand, if required;

6.01.02. Fertilizing, tree and shrub planting, and seeding of all fairways;

6.01.03. Fertilizing greens and installation of new flagpoles;

6.01.04. Installation of new tee benches, markers and ball washers.

6.02. All erections, alterations, additions and improvements, whether temporary or permanent in character, which may be made upon the premises either by City or DCC, except furniture or movable trade fixtures installed at the expense of DCC, and caretaker private residence, shall be the property of City and shall remain upon and be surrendered with the premises in the event of termination, without compensation to DCC. DCC further agrees to keep said premises in a clean and sanitary condition, free from flammable materials and trash.

7. CHARGES AND TAXES. DCC shall pay all of the following, when due, during the term hereof:

7.01. All charges for utilities incurred at the premises including user fees, deposits, and repairs.

7.02. 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 imposed as a result of operation of facility.

7.03. All personal property taxes assessed against personal property situated thereon.

8. GENERAL PROVISIONS.

8.01. Amendments. Any mutually agreed upon changes to the terms and conditions of this Agreement shall be effective only when incorporated in written amendments to this Agreement. Any verbal agreement or conversation shall be nonbinding on the City.

8.02. Applicable Law/Venue. The construction, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties, and the venue shall be the Eighth Judicial District, Converse County, Wyoming.

8.03. Compliance with Law. DCC represents and warrants that it has and shall continue to comply with all federal, state and local laws and regulations applicable to DCC's performance, including, but not limited to, licensing, employment and purchasing practices, wages, hours and conditions of employment. DCC warrants that it possesses current valid appropriate licensure, including, but not limited to, driver's license, professional license, certificate of tax-exempt status, or permits, required to perform the work that is performed to qualify for funding under this Funding.

8.04. Entirety of Agreement. This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

8.05. 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. 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.

8.06. Confidentiality. DCC shall abide by any and all applicable laws governing the confidentiality of information regarding clients served under this Agreement. DCC shall:

8.06.01. Prevent unauthorized disclosure of names and other client-identifying information, except for statistical information not identifying a particular client, to anyone other than the State or federal government pursuant to State or federal law.

8.06.02. Not use client specific information for any purpose other than carrying out their obligations under this Agreement.

8.07. Independent Contractor. DCC is an independent contractor and not an agent, officer or employee of City. The parties mutually understand that this Agreement is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association with the City. As an independent contractor, DCC is not subject to the direction and control of City except as to the final result under this Agreement. Any persons employed by DCC shall be under DCC's exclusive direction, supervision and control. DCC shall determine all conditions of employment including hours, wages, working conditions, discipline, hiring and discharging or any other condition of employment. DCC shall assume sole responsibility for any debts or liabilities that may be incurred and for the payment of all federal, state and local taxes that may accrue in fulfilling the terms of this Agreement. Nothing in this Agreement shall be interpreted as authorizing DCC

or its agents and/or employees to act as an agent or representative for or on behalf of City, or to incur any obligation of any kind on the behalf of the City. City agrees that no health/hospitalization benefits, workers' compensation and/or similar benefits available to City employees will inure to the benefit of DCC's agents and/or employees as a result of this Agreement.

8.08. Indemnification. DCC will indemnify, hold harmless and assume the defense of the City, its officers, employees, agents and elective and appointive boards from all claims, losses, damages, including property damages, personal injury, death and liability of every kind, directly or indirectly accruing or arising as a result of or in connection with DCC's activities in relation to this Agreement.

8.09. Assignment. DCC shall not assign this Agreement or any interest therein, or any monies received pursuant hereto, either in whole or part, to any other entity, without the prior, express, and written consent of City. Any unauthorized assignment shall be void and shall, at the option of City, act as a termination of this Agreement.

8.10. Governmental Immunity. City does not waive governmental immunity by entering into this Contract, and specifically retains immunity and all defenses available to it pursuant to Wyo. Stat. § 1-39-104(a) and all other state laws.

8.11. 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 to create such status. The rights, duties and obligations contained herein shall operate only between the parties and shall inure solely to their benefit. The provisions hereof are intended only to assist the parties in determining and performing their obligations under this Agreement. The parties hereto intend and expressly agree that only signatories shall have any legal or equitable right to seek enforcement, any remedy arising out of a party's performance or failure to perform any terms or conditions hereof, or to bring an action for the breach of this Agreement.

8.12. Americans with Disabilities Act. DCC shall not discriminate against a qualified individual with a disability and shall comply with the Americans with Disabilities Act, P.L. 101-336, 42 U.S.C. 12101, *et seq.*, and/or any properly promulgated rules and regulations related thereto.

8.13. Nondiscrimination. In rendering services under this Agreement, DCC shall comply with all applicable federal, state and local laws, rules and regulations and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, sexual orientation, or other protected status.

8.14. Indemnification. DCC shall indemnify, defend and hold harmless the City, and its officers, agents, employees, successors and assignees from any and all claims, demands, cause of action, lawsuits, losses, damages, costs and expenses, including attorney's fees, arising out of or resulting from any injury to persons under this Agreement.

8.15. Kickbacks. DCC certifies and warrants that no gratuities, kickbacks or contingency fees were paid, nor were any fees, commissions, gifts, or other considerations made in connection with or contingent upon the award of this Agreement.

8.16. Liaison and Notice. All notices arising out of, or from, the provisions of this Agreement shall be in writing and given to all parties at the addresses provided in 8.16.01 and 8.16.02, either by regular mail, facsimile, e-mail, or delivery in person.

8.16.01. City's designated representative is the City Manager, whose address is P.O. Box 1030, 101 N. 4th Street, Douglas, Wyoming 82633; telephone number (307) 358-3462 and facsimile (307) 358-6447.

8.16.02. DCC's designated representative is Mike Armstrong, DCC Board Chairman; whose address is PO Box 332, Douglas, Wyoming 82633; telephone number (307) 359-3298; email: mike@peasleylaw.com.

8.16.03. If notice is given by personal delivery, notice is effective as of the date of personal delivery. If notice is given by mail or through another carrier (e.g., UPS or FedEx), notice is effective as of the day following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.

8.17. Default. Any one or more of the following acts or omissions of this Agreement shall constitute an event of default hereunder (Events of Default):

8.17.01. Failure to satisfactorily perform any required task or service;

8.17.02. Failure to submit any report or provide notice required hereunder;

8.17.03. Failure to perform any other covenant or condition;

8.17.04. Failure to meet on a reasonable basis by City to believe that a prescribed assurances and/or commitments outlined in this Agreement may not be met;

8.17.05. Failure to use funds in accordance with this Agreement;

8.17.06. Bankruptcy or insolvency of the DCC; or

8.17.07. Acted fraudulently or negligently or has completed an application for funding to City in a manner which could be construed as being either fraudulent, materially incorrect or materially misleading.

Upon the commencement of any Event of Default, the City shall give the DCC a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice. City may upon notice, withhold payment of the funding (or any part of it) until the Event of Default is remedied. If the Event of Default is not timely remedied, the City may treat this Agreement as breached. The City shall be immediately entitled to recover all or part of the funding paid to DCC and DCC shall pay such amount on demand to the City forthwith and pursue any of its remedies at law or in equity.

8.18. Termination. This Agreement will terminate upon a breach, as defined in Paragraph 8.15 herein. Further, the Agreement will terminate upon DCC's receipt of the total amount of funds to be disbursed under this Agreement. The Parties by mutual agreement in writing may terminate this Agreement. Unless earlier terminated, this Agreement shall automatically terminate if subsequent legislation causes this Agreement to be in conflict with any law.

8.19. Insurance. It shall be the responsibility of DCC to carry the following insurance:

8.19.01. Comprehensive General Liability. DCC shall have and maintain comprehensive general liability insurance coverage during the entire term of the Contract, against claims arising out of bodily injury, death, damage to or destruction of the property of others, including loss of use thereof and including underground, collapse, and explosion (XCU), products and completed operations, and automobile coverage in an amount not less than one million dollars (\$1,000,000.00) each occurrence and two million dollars (\$2,000,000.00) in general aggregate. DCC shall provide the City Clerk with a copy of the certificate of commercial general liability insurance for the FSA and shall save and hold harmless the City and/or Assignee from any and all liability to persons for harm or injury resulting from the services performed under this Agreement.

8.19.02. Workers' Compensation or Employers Liability Insurance. DCC shall provide proof of workers' compensation coverage, for all its employees who are to work on the projects described in this Contract. DCC's coverage shall be under the Wyoming Workers' Safety and Compensation program, if statutorily required or such other workers' compensation insurance as appropriate. DCC's insurance shall include a Stop Gap coverage in the amount not less than five hundred thousand dollars (\$500,000.00) per employee for each accident and disease. DCC shall have also supply proof of workers' compensation and employer's liability insurance on each and every sub-consultant before allowing that sub-consultant on the job site.

8.19.03. Coverage. All policies required under this contract shall be in effect for the duration of this Contract and projects. All policies shall be primary and not contributory. DCC shall pay the premiums on all insurance policies and insurance certificates must include a clause stating that the insurance may not be revoked, cancelled, amended or allowed to lapse until the expiration of at least thirty (30) days advance written notice to the City.

8.19.04. Additional Insured. All insurance policies required by this contract, except workers' compensation, shall name the City as an additional insured, and shall contain a waiver of subrogation against the City, its agents and employees. DCC shall provide, upon request a copy of an endorsement providing this coverage.

8.19.05. City's Right to Reject. City reserves the right to reject a certificate of insurance if DCC's insurance company is widely regarded in the insurance industry as financially unstable. This would include but is not limited to insurance companies with no less than AVIII rating in the A.M. Best insurance rating guide.

8.19.06. Cancellation. There shall be no cancellation, material change, potential exhaustion of aggregate limits or intent to not renew insurance coverage without thirty (30) days written notice from DCC or their insurers to CITY. Any failure to comply with the reporting provision of this insurance, except for the potential exhaustion of aggregate limits, shall not affect the coverage provided to CITY and its division, officers and employees.

8.20. Severability. Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of this Agreement shall continue in full force and effect and either party may attempt to re-negotiate the terms affected by the severance.

8.21. Contingency. This Agreement is contingent upon the City's approval of this Agreement and the City continuing to have sufficient funding allocated to DCC in its budget.

8.22. Signature Authority. The parties executing this Agreement certify that they have the proper authority to bind their respective entities to all terms and conditions set forth herein.

8.23. Titles Not Controlling. Titles of paragraphs are for reference only, and shall not be used to construe the language in this Agreement.

8.24. Waiver. Any failure of a party to assert any right under this Agreement shall not constitute a waiver or a termination of that right or any provision hereof.

8.25. Time is of the Essence. Time is of the essence in all provisions of the Agreement.

8.26 Inspection. City shall have the privilege of inspecting the premises at any and all reasonable times without prior notice of such inspection.

8.27. Ethics. DCC 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 DCC's profession.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the ____ day of _____, 2025.

CITY OF DOUGLAS, WYOMING

DOUGLAS COMMUNITY CLUB, INC.

By: _____
JD Cox, City Manager

By: _____
Its: _____

STATE OF WYOMING)
)
COUNTY OF CONVERSE)

Before me personally **appeared JD Cox, as City Manager of the City of Douglas**, known to me to be the person whose name is subscribed to this instrument, and acknowledged that she executed the same for the purposes therein expressed this _____ day of _____, 2025.

WITNESS my hand and official seal.

Notary Public

STATE OF WYOMING)
)
COUNTY OF CONVERSE)

Before me personally **appeared** _____, **as**
_____ **of Douglas Community Club**, known to me to be the person whose name is subscribed to this instrument, and acknowledged that they executed the same for the purposes therein expressed this _____ day of _____, 2025.

WITNESS my hand and official seal.

Notary Public



**Funding Agreement between
City of Douglas, Wyoming
&
Douglas Youth Hockey Association**

1. Parties. This Funding Agreement (hereinafter referred to as “Agreement”) is made and entered into on this _____ day of _____, 2025, by and between the **City of Douglas, Wyoming**, a municipal corporation, (hereinafter referred to as “City”) whose address is P.O. Box 1030, Douglas, Wyoming, and **Douglas Youth Hockey Association**, a Wyoming non-profit corporation (hereinafter referred to as “Organization”), doing business in Douglas, Wyoming, whose address is P.O. Box 235, Douglas, Wyoming, 82633.

Whereas, pursuant to WS §15-1-103(a)(xlv) the City is authorized to contract with non-profit corporations to provide human services for persons within its jurisdiction; and

Whereas, the Organization provides support and/or services to the members of the public within the City and the City Council has agreed to provide public funding as outlined within the terms and subject to the conditions set out in this Agreement.

NOW, THEREFORE, in consideration of the promises, agreement and mutual covenants made herein, it is agreed by and between the City and Organization as follows:

2. Purpose. The purpose of this Agreement is to provide Organization funding **in the amount of Twenty-Four Thousand Dollars & 00/100 (\$24,000)** to be utilized by the Organization in accordance with the terms outlined herein.

3. Term. This Agreement will commence on July 1, 2025 and continue in force for a period of one year until June 30, 2026.

4. Payment.

4.1. City shall pay organization upon submittal of sworn vouchers invoicing expenses for services rendered during the period for which payment is claimed, with the last disbursement to be requested on or before the third Monday in July 2026. At that time, there is no continuing obligation on the part of the City to provide additional funding to Organization.

4.2. Organization shall submit to the Administrative Services Department, certified under penalty of perjury, a full itemized statement or invoice for payment in writing, including documentation verifying actual costs incurred for the invoiced period (e.g. receipts, expense report, financial statement, etc.). The City may require additional documentation which evidences that the Organization has complied with all of its responsibilities and requirements under this Agreement, including, but not limited to, those responsibilities outlined in Paragraph 5 below. Payment may not be made by the City unless and until satisfactory evidence of costs incurred have been submitted and approved. Subject to this Agreement, City will pay sum to Organization within 45 days of receipt of statement or invoice and other requested documents.

4.3. Payment of funding is conditional upon each and all of the following:

4.3.01. Organization has met each and every obligation imposed under this Agreement to the satisfaction of the City, including but not limited to submitting reports to the City.

4.3.02. City continuing to have sufficient funding allocated to Organization in its budget.

4.3.03. In the event of a Default of this Agreement as outlined in Section 7.16, City may withhold or suspend payment, in whole or part, to this Organization.

4.4. Repayment of Funding: Organization must repay City:

4.4.01. In the event of a Default or Breach of this Agreement as outlined in Section 7.17;

4.4.02. If, at any time during the term of or upon expiration or termination of this Agreement, there

remains an amount of funding that has not been expended or acquitted to City's satisfaction in accordance with this Agreement, then this amount must be refunded by the Organization to City within twenty (20) business days of a written notice from City, or dealt with as directed in writing by City. Any amount owed to City under this section will be recoverable as a debt due to City without further proof of the debt.

5. Responsibilities of Organization.

5.1. Organization shall provide all of the following basic services:

5.1.01. To provide and operate a facility for use by the Douglas community for open public skating, skating lessons, and youth hockey events at the Wyoming State Fairgrounds, including utilities; gear; and rink materials and supplies.

5.2. Use of Funding. Organization must use the funding solely for the stated purposes; only use the funding within the funding period; and not enter into any arrangements or commitments that are incompatible or inconsistent with the purpose of the funding.

5.2.01. Allowable Uses of Funds. These funds shall be used for services described in Section 5.1. Organization shall expend all funds received under this Agreement solely for program activities as identified in accordance with eligible program costs set forth below:

5.2.01(i). Direct costs (including salaries/benefits of employees assigned to the program and any services/supplies necessary for the program).

5.2.01(ii). Indirect costs (these costs are defined by federal standards and Generally Accepted Accounting Principles for the purpose of allocating allowable indirect costs to a program).

5.2.02. Unallowable Uses of Funds. Organization shall not expend funds for:

5.2.02(i). Any costs outside the scope of the approved program;

5.2.02(ii). Personal injury compensation or damages arising out of or connected with the program;

5.2.02(iii). Fines and penalties due to violations or failure to comply with federal, state, or local laws and ordinances, and terms, provisions, conditions or commitments of this Agreement;

5.2.02(iv). Interest on bonds or other forms of indebtedness;

5.2.02(v). Any costs arising out of or attributable to the Organization's malfeasance, misfeasance, mismanagement, or negligence;

5.2.02(vi). "Buy out" of unused sick leave, vacation/administration leave time, or

5.2.02(vii). Funds shall not be used as investment funds or deposited into any type of savings account.

6. Special Provisions.

6.01. Records. Organization shall establish an official file for the program containing adequate documentation of all actions taken in the performance of the Agreement and maintain a system of accounts that complies with generally accepted accounting principles for government agencies.

6.02. Record Retention and Inspection. Organization shall retain financial, programmatic, client data and other service records for three (3) years from the date of the end of the Agreement award or for three (3) years from the date of termination, whichever is later. Authorized representatives of City, the state and/or federal government may inspect and/or audit Organization's performance, place of business and/or records pertaining to this Agreement.

6.03. Access to Books and Records. Organization agrees to permit the City or its agents access to any of Organization's books, records and accounts for the purpose of ascertaining compliance with any statutes, regulation and order, and with the terms and conditions of this Agreement. City shall follow Generally Accepted Accounting Principles or Other Comprehensive Bases of Accounting acceptable to the City in recording financial transactions. When requested by the City, Organization at its own expense shall have its annual accounting reports audited or prepared by a licensed independent accountant acceptable to the City.

7. General Provisions.

7.01. Amendments. Any mutually agreed upon change to the terms and conditions of this Agreement shall be effective only when incorporated in written amendments to this Agreement. Any verbal agreement or conversation shall be nonbinding on the City.

7.02. Applicable Law/Venue. The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming have jurisdiction over this Agreement and the parties, and the venue shall be the Eighth Judicial District, Converse County, Wyoming.

7.03. Compliance with Law. Organization represents and warrants that it has and shall continue to comply with federal, state, and local laws and regulations applicable to Organization's performance, including, but not limited to: licensing, employment and purchasing practices, wages, hours and conditions of employment. Organization warrants that it possesses current valid appropriate licensure, including, but not limited to: driver's license, professional license, certificate of tax-exempt status, or permits, required to perform the work that is required for funding under this Agreement.

7.04. Entirety of Agreement. This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

7.05. 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. 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.

7.06. Confidentiality. Organization shall abide by any and all applicable laws governing the confidentiality of information regarding clients served under this Agreement. Organization shall:

7.06.01. Prevent unauthorized disclosure of names and other client-identifying information, except for statistical information not identifying a particular client, to anyone other than the State or federal government pursuant to State or federal law.

7.06.02. Not use client specific information for any purpose other than carrying out their obligations under this Agreement.

7.07. Independent Contractor. Organization is an independent contractor and not an agent, officer, or employee of City. The parties mutually understand that this Agreement is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association with the City. As an independent contractor, Organization is not subject to the direction and control of City except as to the final result under this Agreement. Any persons employed by Organization shall be under Organization's exclusive direction, supervision, and control. Organization shall determine all conditions of employment including hours, wages, working conditions, discipline, hiring and discharging, or any other condition of employment. Organization shall assume sole responsibility for any debts or liabilities that may be incurred and for the payment of federal, state, and local taxes that may accrue in fulfilling the terms of this Agreement. Nothing in this Agreement shall be interpreted as authorizing Organization or its agents and/or employees to act as an agent or representative for or on behalf of City, or to incur any obligation of any kind on behalf of the City. City agrees that no health/hospitalization benefits, workers' compensation,

and/or similar benefits available to City employees will inure to the benefit of Organization's agents and/or employees as a result of this Agreement.

7.08. Indemnification. Organization shall indemnify, hold harmless and assume the defense of the City, its officers, employees, agents, and elective and appointive boards from all claims, losses, lawsuits, costs and expenses, including attorney's fees, cause of actions, damages, including property damages, personal injury, death and liability of every kind, directly or indirectly accruing or arising as a result of or in connection with Organization's activities in relation to this Agreement.

7.09. Assignment. Organization shall not assign this Agreement or any interest therein, or any monies received pursuant hereto, either in whole or part, to any other entity, without the prior, express, and written consent of the City. Any unauthorized assignment shall be voided and shall, at the option of City, act as termination of this Agreement.

7.10. Governmental Immunity. City does not waive governmental immunity by entering into this Contract, and specifically retains immunity and all defenses available to it pursuant to Wyo. Stat. § 1-39-104(a) and all other state laws.

7.11. 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 to create such status. The rights, duties, and obligations contained herein shall operate only between the parties and shall inure solely to their benefit. The provisions hereof are intended only to assist the parties in determining and performing their obligations under this Agreement. The parties hereto intend and expressly agree that only signatories shall have any legal or equitable right to seek enforcement, any remedy arising out of a party's performance or failure to perform any terms or conditions hereof, or to bring an action for the breach of this Agreement.

7.12. Americans with Disabilities Act. Organization shall not discriminate against a qualified individual with a disability and shall comply with the Americans with Disabilities Act, P.L. 101-336, 42 U.S.C. 12101, et seq., and/or any properly promulgated rules and regulations related thereto.

7.13. Nondiscrimination. In rendering services under this Agreement, Organization shall comply with all applicable federal, state, and local laws, rules and regulations and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, sexual orientation, or other protected status.

7.14. Kickbacks. Organization certifies and warrants that no gratuities, kickbacks, or contingency fees were paid, nor were any fees, commissions, gifts, or other considerations made in connection with or contingent upon the award of this Agreement.

7.15. Liaison and Notice. Organization's and City's Designated Representatives. All notices arising out of, or from, the provisions of this Agreement shall be in writing and given to all parties at the addresses provided in Section 7.16.01 and 7.16.02, either by mail, facsimile, e-mail, or delivery in person.

7.15.01. City's designated representative is the City Manager, whose address is P.O. Box 1030, 101 N. 4th Street, Douglas, Wyoming, 82633; telephone number (307) 358-3462; and facsimile (307) 358-6447.

7.15.02. Organization's designated representative is Kim Kaper, Treasurer, whose address is P.O. Box 235, Douglas, Wyoming, 82633; email: icecatshockey@hotmail.com; telephone number (307) 351-0964.

7.15.03. If notice is given by personal delivery, notice is effective as of the date of personal delivery. If notice is given by mail or through another carrier (e.g. UPS or FedEx), notice is effective as of the day following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.

7.16. Default. Any one or more of the following acts or omissions of this Agreement shall constitute an event of default hereunder (Events of Default):

7.16.01. Failure to satisfactorily perform any required task or service;

7.16.02. Failure to submit any report or provide notice required hereunder;

7.16.03. Failure to perform any other covenant or condition;

7.16.04. Failure to meet the commitments outlined in this Agreement, or the occurrence of an event which gives the City a reasonable basis to believe that the Organization will not be able to meet its commitments under the Agreement;

7.16.05. Failure to use funds in accordance with this Agreement;

7.16.06. Bankruptcy or insolvency of the Organization; or

7.16.07. Acted fraudulently or negligently or has completed an application for funding to City in a manner which could be construed as being either fraudulent, materially incorrect or materially misleading.

7.16.08. Upon the commencement of any Event of Default, the City shall give the Organization a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of notice. City may upon notice, withhold payment of the funding (or any part of it) until the Event of Default is remedied. If the Event of Default is not timely remedied, the City may treat this Agreement as breached. The City shall be immediately entitled to recover all or part of the funding paid to Organization and Organization shall pay such amount on demand to the City forthwith and pursue any of its remedies at law or in equity.

7.17. Termination. This Agreement will terminate upon a breach or default, as defined in Section 7.16 herein. Further, the Agreement will terminate upon Organization's receipt of the total amount of funds to be disbursed under this Agreement. The Parties by mutual agreement in writing may terminate this Agreement. Unless earlier terminated, this Agreement shall automatically terminate if subsequent legislation causes this Agreement to be in conflict with any law.

7.18. Insurance. It shall be the responsibility of Organization to carry a policy of commercial general liability insurance, with liability limits in an amount not less than \$1,000,000.00 per person and \$2,000,000.00 per occurrence, and shall provide the City Clerk with a copy of the certificate of commercial liability insurance for the Organization. Organization shall save and hold harmless the City and/or Assignee from any and all liability to persons for harm or injury resulting from the services performed under this Agreement.

7.19. Severability. Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of this Agreement shall continue in full force and effect and either party may attempt to re-negotiate the terms affected by the severance.

7.20. Contingency. This Agreement is contingent upon the City's approval of this Agreement and the City continuing to have sufficient funding allocated to Organization in its budget.

7.21. Signature Authority. The parties executing this Agreement certify that they have the proper authority to bind their respective entities to all terms and conditions set forth herein.

7.22. Titles Not Controlling. Titles of sections are for reference only, and shall not be used to construe the language of this Agreement.

7.23. Waiver. Any failure of a party to assert any right under this Agreement shall not constitute a waiver or a termination of that right or any provision hereof.

7.24. Time is of the Essence. Time is of the essence in all provisions of the Agreement.

IN WITNESS WHEREOF, the City Manager of the City of Douglas and the Organization has signed and executed this Contract, the day and year first written above.

CITY OF DOUGLAS, WYOMING

DOUGLAS YOUTH HOCKEY ASSOCIATION

By: _____
JD Cox, City Manager

By: _____
Its: _____

STATE OF WYOMING)
)
COUNTY OF CONVERSE)

Before me personally **appeared JD Cox, City Manager of the City of Douglas**, known to me to be the person whose name is subscribed to this instrument, and acknowledged that he executed the same for the purposes therein expressed this _____ day of _____, 2025.

WITNESS my hand and official seal.

Notary Public

STATE OF WYOMING)
)
COUNTY OF CONVERSE)

Before me personally **appeared** _____, **as** _____ **of Douglas Youth Hockey Association**, known to me to be the person whose name is subscribed to this instrument, and acknowledged that they executed the same for the purposes therein expressed this _____ day of _____, 2025.

WITNESS my hand and official seal.

Notary Public



**Funding Agreement between
City of Douglas, Wyoming
&
Converse County Fire Suppression Authority**

1. Parties. This Funding Agreement (hereinafter referred to as “Agreement”) is made and entered into on this _____ day of _____, 2025, by and between the **City of Douglas, Wyoming**, a municipal corporation, (hereinafter referred to as “City”) whose address is P.O. Box 1030, Douglas, Wyoming, and the **Converse County Fire Suppression Authority (hereinafter referred to as “FSA”)**, providing services in Douglas, Wyoming, whose address is 230 N. 2nd Street, Douglas, Wyoming, 82633.

Whereas, The City is authorized by the Wyoming Joint Powers Act, Sections 16-1-101 to 16-1-110, Wyoming Statutes, to form a joint powers board to exercise certain express powers. The City has joined with the Town of Glenrock and Converse County to form the Converse County Municipal and County Joint Powers Board, State of Wyoming (“Joint Powers Board”), who has formed the Converse County Fire Suppression Authority, whose purpose is to provide fire suppression services throughout Converse County, Wyoming.

Whereas, the FSA provides support and/or services to the members of the public within the City and the City Council has agreed to provide public funding as outlined within the terms and subject to the conditions set out in this Agreement.

NOW, THEREFORE, in consideration of the promises, Agreement and mutual covenants made herein, it is agreed by and between the City and the FSA as follows:

2. Purpose. The purpose of this Agreement is to provide FSA funding **in the amount of Six Hundred Twenty-Seven Thousand Dollars and 00/100 (\$627,000.00)** to be utilized by the FSA in accordance with the terms outlined in the Agreement herein .

3. Term. This Agreement will commence on July 1, 2025 and continue in force for a period of one year until June 30, 2026.

4. Payment.

4.1. City shall pay FSA via monthly disbursement of funds, with the last disbursement to be requested on or before the third Monday in July 2026. At that time, there is no continuing obligation on the part of the City to provide additional funding to FSA.

4.2. FSA shall submit to the Administrative Services Department, certified under penalty of perjury, a full itemized statement or invoice for payment in writing, including documentation verifying actual costs incurred for the invoiced period (e.g. receipts, expense report, financial statement, etc.). The City may require additional documentation which evidences that the performance measures under this Agreement have been achieved. Payment will not be made by the City unless and until satisfactory evidence of costs incurred have been submitted and approved. Subject to this Agreement, City will pay sum to Organization within 45 days of receipt of statement or invoice and other requested documents.

4.3. Payment of funding is conditional upon each and all of the following:

4.3.01. FSA has met each and every obligation imposed under this Agreement to the satisfaction of the City, including but not limited to submitting reports to the City.

4.3.02. In the event of a Default of this Agreement as outlined in Section 7.17, City may withhold or suspend any payment, in whole or part, to FSA.

4.4. Repayment of Funding: FSA must repay City:

4.4.01. In the event of a Default or Breach of this Agreement as outlined in Section 7.17;

4.4.02. If, at any time during the term of or upon expiration or termination of this Agreement, there remains an amount of funding that has not been expended or acquitted to City’s satisfaction in accordance with this Agreement, then this amount must be refunded by the FSA to City within

twenty (20) business days of a written notice from City, or dealt with as directed in writing by City. Any amount owed to City under this section will be recoverable as a debt due to City without further proof of the debt.

5. Responsibilities of FSA.

5.1. FSA shall provide all of the following basic services:

5.1.01. Fire suppression services to the City of Douglas during Fiscal year 2024-2025.

5.2. Use of Funding. FSA must use the funding solely for the stated purposes; only use the funding within the funding period; and not enter into any arrangements or commitments that are incompatible or inconsistent with the purpose of the funding.

5.2.01. Allowable Uses of Funds. These funds shall be used for described services. FSA shall expend all funds received under this Agreement solely for program activities as identified in its application in accordance with eligible program costs identified below:

5.2.01(i). Direct costs (including salaries/benefits of employees assigned to the program and any services/supplies necessary for the program).

5.2.01(ii). Indirect costs (these costs are defined by federal standards and Generally Accepted Accounting Principles for the purpose of allocating allowable indirect costs to a program).

5.2.02. Unallowable Uses of Funds. FSA shall not expend funds for:

5.2.02(i). Any costs outside the scope of the approved program;

5.2.02(ii). Personal injury compensation or damages arising out of or connected with the program;

5.2.02(iii). Fines and penalties due to violations or failure to comply with federal, state, or local laws and ordinances, and terms, provisions, conditions or commitments of this Agreement;

5.2.02(iv). Interest on bonds or other forms of indebtedness;

5.2.02(v). Any costs arising out of or attributable to the FSA's malfeasance, misfeasance, mismanagement, or negligence;

5.2.02(vi). "Buy out" of unused sick leave, vacation/administration leave time, or

5.2.02(vii). Funds shall not be used as investment funds or deposited into any type of savings account.

6. Special Provisions.

6.01. Records. FSA shall establish an official file for the program containing adequate documentation of all actions taken in the performance of the Agreement and maintain a system of accounts that complies with generally accepted accounting principles for government agencies.

6.02. Record Retention and Inspection. FSA shall retain financial, programmatic, client data and other service records for three (3) years from the date of the end of the Agreement award or for three (3) years from the date of termination, whichever is later. Authorized representatives of City, the state and/or federal government may inspect and/or audit FSA's performance, place of business and/or records pertaining to this Agreement.

6.03. Access to Books and Records. FSA agrees to permit the City or its agents, access to any of FSA's books, records and accounts for the purpose of ascertaining compliance with any statutes, regulation and order, and with the terms and conditions of this Agreement. City shall follow Generally Accepted Accounting Principles or Other Comprehensive Bases of Accounting acceptable to the City in

recording financial transactions. When requested by the City, FSA at its own expense shall have its annual accounting reports audited or prepared by a licensed independent accountant acceptable to the City.

7. General Provisions.

7.01. Amendments. Any mutually agreed upon change to the terms and conditions of this Agreement shall be effective only when incorporated in written amendments to this Agreement. Any verbal agreement or conversation shall be nonbinding on the City.

7.02. Applicable Law/Venue. The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming have jurisdiction over this Agreement and the parties, and the venue shall be the Eighth Judicial District, Converse County, Wyoming.

7.03. Compliance with Law. FSA represents and warrants that it has and shall continue to comply with federal, state, and local laws and regulations applicable to FSA's performance, including, but not limited to: licensing, employment and purchasing practices, wages, hours and conditions of employment. FSA warrants that it possesses current valid appropriate licensure, including, but not limited to: driver's license, professional license, certificate of tax-exempt status, or permits, required to perform the work that is required for funding under this Agreement.

7.04. Entirety of Agreement. This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

7.05. 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. 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.

7.06. Confidentiality. FSA shall abide by any and all applicable laws governing the confidentiality of information regarding clients served under this Agreement. FSA shall:

7.06.01. Prevent unauthorized disclosure of names and other client-identifying information, except for statistical information not identifying a particular client, to anyone other than the State or federal government pursuant to State or federal law.

7.06.02. Not use client specific information for any purpose other than carrying out their obligations under this Agreement.

7.07. Independent Contractor. FSA is an independent contractor and not an agent, officer, or employee of City. The parties mutually understand that this Agreement is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association with the City. As an independent contractor, FSA is not subject to the direction and control of City except as to the final result under this Agreement. Any persons employed by FSA shall be under FSA's exclusive direction, supervision, and control. FSA shall determine all conditions of employment including hours, wages, working conditions, discipline, hiring and discharging, or any other condition of employment. FSA shall assume sole responsibility for any debts or liabilities that may be incurred and for the payment of federal, state, and local taxes that may accrue in fulfilling the terms of this Agreement. Nothing in this Agreement shall be interpreted as authorizing FSA or its agents and/or employees to act as an agent or representative for or on behalf of City, or to incur any obligation of any kind on behalf of the City. City agrees that no health/hospitalization benefits, workers' compensation, and/or similar benefits available to City employees will inure to the benefit of FSA's agents and/or employees as a result of this Agreement.

7.08. Indemnification. FSA shall indemnify, hold harmless and assume the defense of the City, its officers, employees, agents, and elective and appointive boards from all claims, losses, lawsuits, costs and expenses, including attorney's fees, cause of actions, damages, including property damages, personal injury, death and liability of every kind, directly or indirectly accruing or arising as a result of or in

connection with FSA's activities in relation to this Agreement.

7.09. Assignment. FSA shall not assign this Agreement or any interest therein, or any monies received pursuant hereto, either in whole or part, to any other entity, without the prior, express, and written consent of the City. Any unauthorized assignment shall be voided and shall, at the option of City, act as termination of this Agreement.

7.10. Governmental Immunity. City does not waive sovereign immunity by entering into this Agreement, and specifically retains immunity and all defenses available to it as sovereigns pursuant to WY §1-39-104(a) and all other state law.

7.11. 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 to create such status. The rights, duties, and obligations contained herein shall operate only between the parties and shall inure solely to their benefit. The provisions hereof are intended only to assist the parties in determining and performing their obligations under this Agreement. The parties hereto intend and expressly agree that only signatories shall have any legal or equitable right to seek enforcement, any remedy arising out of a party's performance or failure to perform any terms or conditions hereof, or to bring an action for the breach of this Agreement.

7.12. Americans with Disabilities Act. FSA shall not discriminate against a qualified individual with a disability and shall comply with the Americans with Disabilities Act, P.L. 101-336, 42 U.S.C. 12101, et seq., and/or any properly promulgated rules and regulations related thereto.

7.13. Nondiscrimination. In rendering services under this Agreement, FSA shall comply with all applicable federal, state, and local laws, rules and regulations and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, sexual orientation, or other protected status.

7.14. Kickbacks. FSA certifies and warrants that no gratuities, kickbacks, or contingency fees were paid, nor were any fees, commissions, gifts, or other considerations made in connection with or contingent upon the award of this Agreement.

7.15. Liaison and Notice. FSA's and City's Designated Representatives. All notices arising out of, or from, the provisions of this Agreement shall be in writing and given to all parties at the addresses provided in Section 7.16.01 and 7.16.02, either by mail, facsimile, e-mail, or delivery in person.

7.15.01. City's designated representative is the City Manager, whose address is P.O. Box 1030, 101 N. 4th Street, Douglas, Wyoming, 82633; telephone number (307) 358-3462; and facsimile (307) 358-6447.

7.15.02. Organization's designated representative is Rick Andrews, Chairman, whose address is 230 North 2nd Street, Douglas, WY 82633; email: randrews@aeiwy.com; telephone number: (307) 358-2334/(307) 359-1756; and facsimile (307) 358-2474.

7.15.03. If notice is given by personal delivery, notice is effective as of the date of personal delivery. If notice is given by mail or through another carrier (e.g. UPS or FedEx), notice is effective as of the day following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.

7.16. Default. Any one or more of the following acts or omissions of this Agreement shall constitute an event of default hereunder (Events of Default):

7.16.01. Failure to satisfactorily perform any required task or service;

7.16.02. Failure to submit any report or provide notice required hereunder;

7.16.03. Failure to perform any other covenant or condition;

7.16.04. Failure to meet or reasonable basis by City to believe that a prescribed assurances and/or commitments outlined in this Agreement may not be met;

7.16.05. Failure to use funds in accordance with this Agreement;

7.16.06. Bankruptcy or insolvency of the Organization; or

7.16.07. Acted fraudulently or negligently or has completed an application for funding to City in a manner which could be construed as being either fraudulent, materially incorrect or materially misleading.

7.16.08. Upon the commencement of any Event of Default, the City shall give the FSA a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of notice. City may upon notice, withhold payment of the funding (or any part of it) until the Event of Default is remedied. If the Event of Default is not timely remedied, the City may treat this Agreement as breached. The City shall be immediately entitled to recover all or part of the funding paid to FSA and FSA shall pay such amount on demand to the City forthwith and pursue any of its remedies at law or in equity.

7.17. Termination. This Agreement will terminate upon a breach, as defined in Section 8.15 herein. Further, the Agreement will terminate upon FSA's receipt of the total amount of funds to be disbursed under this Agreement. The Parties by mutual agreement in writing may terminate this Agreement. Unless earlier terminated, this Agreement shall automatically terminate if subsequent legislation causes this Agreement to be in conflict with any law.

7.18. Insurance. It shall be the responsibility of FSA to carry a policy of commercial general liability insurance, with liability limits in an amount not less than two hundred fifty thousand dollars (\$250,000.00) per person and five hundred thousand dollars (\$500,000.00) per occurrence for claims subject to Wyoming Governmental Claims Act, W.S. 39-101 et seq.; and one million five hundred dollars (\$1,500,000.00) per occurrence on other claims. FSA shall provide the City Clerk with a copy of the certificate of commercial liability insurance for the FSA. FSA shall save and hold harmless the City and/or Assignee from any and all liability to persons for harm or injury resulting from the services performed under this Agreement.

7.19. Severability. Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of this Agreement shall continue in full force and effect and either party may attempt to re-negotiate the terms affected by the severance.

7.20. Contingency. This Agreement is contingent upon the City's approval of this Agreement and the City continuing to have sufficient funding allocated to FSA in its budget.

7.21. Signature Authority. The parties executing this Agreement certify that they have the proper authority to bind their respective entities to all terms and conditions set forth herein.

7.22. Titles Not Controlling. Titles of sections are for reference only, and shall not be used to construe the language of this Agreement.

7.23. Waiver. Any failure of a party to assert any right under this Agreement shall not constitute a waiver or a termination of that right or any provision hereof.

7.24. Time is of the Essence. Time is of the essence in all provisions of the Agreement.

IN WITNESS WHEREOF, the City Manager of the City of Douglas and the FSA has signed and executed this Contract, the day and year first written above.

CITY OF DOUGLAS, WYOMING

CONVERSE COUNTY FIRE SUPPRESSION AUTHORITY

By: _____
JD Cox, City Manager

By: _____

Its: _____

STATE OF WYOMING)
)
COUNTY OF CONVERSE)

Before me personally **appeared JD Cox, as City Manager of the City of Douglas**, known to me to be the person whose name is subscribed to this instrument, and acknowledged that he executed the same for the purposes therein expressed this _____ day of _____, 2025.

Witness my hand and official seal.

Notary Public

STATE OF WYOMING)
)
COUNTY OF CONVERSE)

Before me personally **appeared _____, as _____ of Converse County Fire Suppression Authority**, known to me to be the person whose name is subscribed to this instrument, and acknowledged that they executed the same for the purposes therein expressed this _____ day of _____, 2025.

Witness my hand and official seal.

Notary Public



**Funding Agreement between
City of Douglas, Wyoming
&
Helping Hands Ministries, Inc.**

1. Parties. This Funding Agreement (hereinafter referred to as “Agreement”) is made and entered into on this _____ day of _____, 2025, by and between the **City of Douglas, Wyoming**, a municipal corporation, (hereinafter referred to as “City”) whose address is P.O. Box 1030, Douglas, Wyoming, and **Helping Hands Ministries, Inc.**, a Wyoming non-profit corporation (hereinafter referred to as “Organization”), doing business in Douglas, Wyoming, whose address is 103 South 8th Street, Douglas, Wyoming, 82633.

Whereas, pursuant to WS §15-1-103(a)(xlv) the City is authorized to contract with non-profit corporations to provide human services for persons within its jurisdiction; and

Whereas, the Organization provides support and/or services to the members of the public within the City and the City Council has agreed to provide public funding as outlined within the terms and subject to the conditions set out in this Agreement.

NOW, THEREFORE, in consideration of the promises, agreement and mutual covenants made herein, it is agreed by and between the City and Organization as follows:

2. Purpose. The purpose of this Agreement is to provide Organization funding **in the amount of Eight Thousand One Hundred Dollars & 00/100 (\$8,100)** to be utilized by the Organization in accordance with the terms outlined herein.

3. Term. This Agreement will commence on July 1, 2025 and continue in force for a period of one year until June 30, 2026.

4. Payment.

4.1. City shall pay organization upon submittal of sworn vouchers invoicing expenses for services rendered during the period for which payment is claimed, with the last disbursement to be requested on or before the third Monday in July 2026. At that time, there is no continuing obligation on the part of the City to provide additional funding to Organization.

4.2. Organization shall submit to the Administrative Services Department, certified under penalty of perjury, a full itemized statement or invoice for payment in writing, including documentation verifying actual costs incurred for the invoiced period (e.g. receipts, expense report, financial statement, etc.). The City may require additional documentation which evidences that the Organization has complied with all of its responsibilities and requirements under this Agreement, including, but not limited to, those responsibilities outlined in Paragraph 5 below. Payment may not be made by the City unless and until satisfactory evidence of costs incurred have been submitted and approved. Subject to this Agreement, City will pay sum to Organization within 45 days of receipt of statement or invoice and other requested documents.

4.3. Payment of funding is conditional upon each and all of the following:

4.3.01. Organization has met each and every obligation imposed under this Agreement to the satisfaction of the City, including but not limited to submitting reports to the City.

4.3.02. City continuing to have sufficient funding allocated to Organization in its budget.

4.3.03. In the event of a Default of this Agreement as outlined in Section 7.16, City may withhold or suspend payment, in whole or part, to this Organization.

4.4. Repayment of Funding: Organization must repay City:

4.4.01. In the event of a Default or Breach of this Agreement as outlined in Section 7.17;

4.4.02. If, at any time during the term of or upon expiration or termination of this Agreement, there

remains an amount of funding that has not been expended or acquitted to City's satisfaction in accordance with this Agreement, then this amount must be refunded by the Organization to City within twenty (20) business days of a written notice from City, or dealt with as directed in writing by City. Any amount owed to City under this section will be recoverable as a debt due to City without further proof of the debt.

5. Responsibilities of Organization.

5.1. Organization shall provide all of the following services:

5.1.01. Costs associated with the operation of an emergency assistance program for members of the Douglas community, directly related to store operating costs, i.e. utility bills and maintenance

5.2. Use of Funding. Organization must use the funding solely for the stated purposes; only use the funding within the funding period; and not enter into any arrangements or commitments that are incompatible or inconsistent with the purpose of the funding.

5.2.01. Allowable Uses of Funds. These funds shall be used for services described in Section 5.1. Organization shall expend all funds received under this Agreement solely for program activities as identified in accordance with eligible program costs set forth below:

5.2.01(i). Direct costs (including salaries/benefits of employees assigned to the program and any services/supplies necessary for the program).

5.2.01(ii). Indirect costs (these costs are defined by federal standards and Generally Accepted Accounting Principles for the purpose of allocating allowable indirect costs to a program).

5.2.02. Unallowable Uses of Funds. Organization shall not expend funds for:

5.2.02(i). Any costs outside the scope of the approved program;

5.2.02(ii). Personal injury compensation or damages arising out of or connected with the program;

5.2.02(iii). Fines and penalties due to violations or failure to comply with federal, state, or local laws and ordinances, and terms, provisions, conditions or commitments of this Agreement;

5.2.02(iv). Interest on bonds or other forms of indebtedness;

5.2.02(v). Any costs arising out of or attributable to the Organization's malfeasance, misfeasance, mismanagement, or negligence;

5.2.02(vi). "Buy out" of unused sick leave, vacation/administration leave time, or

5.2.02(vii). Funds shall not be used as investment funds or deposited into any type of savings account.

6. Special Provisions.

6.01. Records. Organization shall establish an official file for the program containing adequate documentation of all actions taken in the performance of the Agreement and maintain a system of accounts that complies with generally accepted accounting principles for government agencies.

6.02. Record Retention and Inspection. Organization shall retain financial, programmatic, client data and other service records for three (3) years from the date of the end of the Agreement award or for three (3) years from the date of termination, whichever is later. Authorized representatives of City, the state and/or federal government may inspect and/or audit Organization's performance, place of business and/or records pertaining to this Agreement.

6.03. Access to Books and Records. Organization agrees to permit the City or its agents access to any of Organization's books, records and accounts for the purpose of ascertaining compliance with any statutes, regulation and order, and with the terms and conditions of this Agreement. City shall follow Generally Accepted Accounting Principles or Other Comprehensive Bases of Accounting acceptable to the City in recording financial transactions. When requested by the City, Organization at its own expense shall have its annual accounting reports audited or prepared by a licensed independent accountant acceptable to the City.

7. General Provisions.

7.01. Amendments. Any mutually agreed upon change to the terms and conditions of this Agreement shall be effective only when incorporated in written amendments to this Agreement. Any verbal agreement or conversation shall be nonbinding on the City.

7.02. Applicable Law/Venue. The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming have jurisdiction over this Agreement and the parties, and the venue shall be the Eighth Judicial District, Converse County, Wyoming.

7.03. Compliance with Law. Organization represents and warrants that it has and shall continue to comply with federal, state, and local laws and regulations applicable to Organization's performance, including, but not limited to: licensing, employment and purchasing practices, wages, hours and conditions of employment. Organization warrants that it possesses current valid appropriate licensure, including, but not limited to: driver's license, professional license, certificate of tax-exempt status, or permits, required to perform the work that is required for funding under this Agreement.

7.04. Entirety of Agreement. This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

7.05. 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. 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.

7.06. Confidentiality. Organization shall abide by any and all applicable laws governing the confidentiality of information regarding clients served under this Agreement. Organization shall:

7.06.01. Prevent unauthorized disclosure of names and other client-identifying information, except for statistical information not identifying a particular client, to anyone other than the State or federal government pursuant to State or federal law.

7.06.02. Not use client specific information for any purpose other than carrying out their obligations under this Agreement.

7.07. Independent Contractor. Organization is an independent contractor and not an agent, officer, or employee of City. The parties mutually understand that this Agreement is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association with the City. As an independent contractor, Organization is not subject to the direction and control of City except as to the final result under this Agreement. Any persons employed by Organization shall be under Organization's exclusive direction, supervision, and control. Organization shall determine all conditions of employment including hours, wages, working conditions, discipline, hiring and discharging, or any other condition of employment. Organization shall assume sole responsibility for any debts or liabilities that may be incurred and for the payment of federal, state, and local taxes that may accrue in fulfilling the terms of this Agreement. Nothing in this Agreement shall be interpreted as authorizing Organization or its agents and/or employees to act as an agent or representative for or on behalf of City, or to incur any obligation of any kind on behalf of the City. City agrees that no health/hospitalization benefits, workers' compensation,

and/or similar benefits available to City employees will inure to the benefit of Organization's agents and/or employees as a result of this Agreement.

7.08. Indemnification. Organization shall indemnify, hold harmless and assume the defense of the City, its officers, employees, agents, and elective and appointive boards from all claims, losses, lawsuits, costs and expenses, including attorney's fees, cause of actions, damages, including property damages, personal injury, death and liability of every kind, directly or indirectly accruing or arising as a result of or in connection with Organization's activities in relation to this Agreement.

7.09. Assignment. Organization shall not assign this Agreement or any interest therein, or any monies received pursuant hereto, either in whole or part, to any other entity, without the prior, express, and written consent of the City. Any unauthorized assignment shall be voided and shall, at the option of City, act as termination of this Agreement.

7.10. Governmental Immunity. City does not waive governmental immunity by entering into this Contract, and specifically retains immunity and all defenses available to it pursuant to Wyo. Stat. § 1-39-104(a) and all other state laws.

7.11. 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 to create such status. The rights, duties, and obligations contained herein shall operate only between the parties and shall inure solely to their benefit. The provisions hereof are intended only to assist the parties in determining and performing their obligations under this Agreement. The parties hereto intend and expressly agree that only signatories shall have any legal or equitable right to seek enforcement, any remedy arising out of a party's performance or failure to perform any terms or conditions hereof, or to bring an action for the breach of this Agreement.

7.12. Americans with Disabilities Act. Organization shall not discriminate against a qualified individual with a disability and shall comply with the Americans with Disabilities Act, P.L. 101-336, 42 U.S.C. 12101, et seq., and/or any properly promulgated rules and regulations related thereto.

7.13. Nondiscrimination. In rendering services under this Agreement, Organization shall comply with all applicable federal, state, and local laws, rules and regulations and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, sexual orientation, or other protected status.

7.14. Kickbacks. Organization certifies and warrants that no gratuities, kickbacks, or contingency fees were paid, nor were any fees, commissions, gifts, or other considerations made in connection with or contingent upon the award of this Agreement.

7.15. Liaison and Notice. Organization's and City's Designated Representatives. All notices arising out of, or from, the provisions of this Agreement shall be in writing and given to all parties at the addresses provided in Section 7.16.01 and 7.16.02, either by mail, facsimile, e-mail, or delivery in person.

7.15.01. City's designated representative is the City Manager, whose address is P.O. Box 1030, 101 N. 4th Street, Douglas, Wyoming, 82633; telephone number (307) 358-3462; and facsimile (307) 358-6447.

7.15.02. Organization's designated representative is Zack Andrews, President, whose address is PO Box 163, Douglas, Wyoming, 82633; email: pastorzack@fbcdouglas.org; and telephone number (307) 359-1842.

7.15.03. If notice is given by personal delivery, notice is effective as of the date of personal delivery. If notice is given by mail or through another carrier (e.g. UPS or FedEx), notice is effective as of the day following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.

7.16. Default. Any one or more of the following acts or omissions of this Agreement shall constitute an event of default hereunder (Events of Default):

7.16.01. Failure to satisfactorily perform any required task or service;

7.16.02. Failure to submit any report or provide notice required hereunder;

7.16.03. Failure to perform any other covenant or condition;

7.16.04. Failure to meet the commitments outlined in this Agreement, or the occurrence of an event which gives the City a reasonable basis to believe that the Organization will not be able to meet its commitments under the Agreement;

7.16.05. Failure to use funds in accordance with this Agreement;

7.16.06. Bankruptcy or insolvency of the Organization; or

7.16.07. Acted fraudulently or negligently or has completed an application for funding to City in a manner which could be construed as being either fraudulent, materially incorrect or materially misleading.

7.16.08. Upon the commencement of any Event of Default, the City shall give the Organization a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of notice. City may upon notice, withhold payment of the funding (or any part of it) until the Event of Default is remedied. If the Event of Default is not timely remedied, the City may treat this Agreement as breached. The City shall be immediately entitled to recover all or part of the funding paid to Organization and Organization shall pay such amount on demand to the City forthwith and pursue any of its remedies at law or in equity.

7.17. Termination. This Agreement will terminate upon a breach or default, as defined in Section 7.16 herein. Further, the Agreement will terminate upon Organization's receipt of the total amount of funds to be disbursed under this Agreement. The Parties by mutual agreement in writing may terminate this Agreement. Unless earlier terminated, this Agreement shall automatically terminate if subsequent legislation causes this Agreement to be in conflict with any law.

7.18. Insurance. It shall be the responsibility of Organization to carry a policy of commercial general liability insurance, with liability limits in an amount not less than \$1,000,000.00 per person and \$2,000,000.00 per occurrence, and shall provide the City Clerk with a copy of the certificate of commercial liability insurance for the Organization. Organization shall save and hold harmless the City and/or Assignee from any and all liability to persons for harm or injury resulting from the services performed under this Agreement.

7.19. Severability. Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of this Agreement shall continue in full force and effect and either party may attempt to re-negotiate the terms affected by the severance.

7.20. Contingency. This Agreement is contingent upon the City's approval of this Agreement and the City continuing to have sufficient funding allocated to Organization in its budget.

7.21. Signature Authority. The parties executing this Agreement certify that they have the proper authority to bind their respective entities to all terms and conditions set forth herein.

7.22. Titles Not Controlling. Titles of sections are for reference only, and shall not be used to construe the language of this Agreement.

7.23. Waiver. Any failure of a party to assert any right under this Agreement shall not constitute a waiver or a termination of that right or any provision hereof.

7.24. Time is of the Essence. Time is of the essence in all provisions of the Agreement.

IN WITNESS WHEREOF, the City Manager of the City of Douglas and the Organization has signed and executed this Contract, the day and year first written above.

CITY OF DOUGLAS, WYOMING

HELPING HANDS MINISTRIES, INC.

By: _____
JD Cox, City Manager

By: _____
Its: _____

STATE OF WYOMING)
)
COUNTY OF CONVERSE)

Before me personally **appeared JD Cox, City Manager of the City of Douglas**, known to me to be the person whose name is subscribed to this instrument, and acknowledged that he executed the same for the purposes therein expressed this _____ day of _____, 2025.

WITNESS my hand and official seal.

Notary Public

STATE OF WYOMING)
)
COUNTY OF CONVERSE)

Before me personally **appeared _____, as _____ of Helping Hands Ministries, Inc.**, known to me to be the person whose name is subscribed to this instrument, and acknowledged that they executed the same for the purposes therein expressed this _____ day of _____, 2025.

WITNESS my hand and official seal.

Notary Public



**Funding Agreement between
City of Douglas, Wyoming
&
High Country Behavioral Health**

1. Parties. This Funding Agreement (hereinafter referred to as “Agreement”) is made and entered into on this _____ day of _____, 2025, by and between the **City of Douglas, Wyoming**, a municipal corporation, (hereinafter referred to as “City”) whose address is P.O. Box 1030, Douglas, Wyoming, and **High Country Behavioral Health**, a Wyoming non-profit corporation (hereinafter referred to as “Organization”), doing business in Douglas, Wyoming, whose address is 1841 Madora Avenue, Douglas, Wyoming, 82633.

Whereas, pursuant to WS §15-1-103(a)(xlv) the City is authorized to contract with non-profit corporations to provide human services for persons within its jurisdiction; and

Whereas, the Organization provides support and/or services to the members of the public within the City and the City Council has agreed to provide public funding as outlined within the terms and subject to the conditions set out in this Agreement.

NOW, THEREFORE, in consideration of the promises, agreement and mutual covenants made herein, it is agreed by and between the City and Organization as follows:

2. Purpose. The purpose of this Agreement is to provide Organization funding **in the amount of Thirty Thousand Dollars & 00/100 (\$30,000)** to be utilized by the Organization in accordance with the terms outlined herein.

3. Term. This Agreement will commence on July 1, 2025 and continue in force for a period of one year until June 30, 2026.

4. Payment.

4.1. City shall pay organization via monthly disbursements of funds, with the last disbursement to be requested on or before the third Monday in July 2026. At that time, there is no continuing obligation on the part of the City to provide additional funding to Organization.

4.2. Organization shall submit to the Administrative Services Department, certified under penalty of perjury, a full itemized statement or invoice for payment in writing, including documentation verifying actual costs incurred for the invoiced period (e.g. receipts, expense report, financial statement, etc.). The City may require additional documentation which evidences that the Organization has complied with all of its responsibilities and requirements under this Agreement, including, but not limited to, those responsibilities outlined in Paragraph 5 below. Payment may not be made by the City unless and until satisfactory evidence of costs incurred have been submitted and approved. Subject to this Agreement, City will pay sum to Organization within 45 days of receipt of statement or invoice and other requested documents.

4.3. Payment of funding is conditional upon each and all of the following:

4.3.01. Organization has met each and every obligation imposed under this Agreement to the satisfaction of the City, including but not limited to submitting reports to the City.

4.3.02. City continuing to have sufficient funding allocated to Organization in its budget.

4.3.03. In the event of a Default of this Agreement as outlined in Section 7.16, City may withhold or suspend payment, in whole or part, to this Organization.

4.4. Repayment of Funding: Organization must repay City:

4.4.01. In the event of a Default or Breach of this Agreement as outlined in Section 7.17;

4.4.02. If, at any time during the term of or upon expiration or termination of this Agreement, there remains an amount of funding that has not been expended or acquitted to City’s satisfaction in accordance with this Agreement, then this amount must be refunded by the Organization to City

within twenty (20) business days of a written notice from City, or dealt with as directed in writing by City. Any amount owed to City under this section will be recoverable as a debt due to City without further proof of the debt.

5. Responsibilities of Organization.

5.1. Organization shall provide all of the following services:

- 5.1.01.** Advocacy of partnership with individuals and communities to deliver professional mental health and substance abuse treatment, education, and consultation designed to enhance the strengths and well-being of the persons served, including, but not limited to:
- a. Individual and group counseling and family therapy; and
 - b. Substance abuse evaluations for the courts, Department of Family Services, Division of Vocational Rehabilitation, schools, and other as necessary; and
 - c. Pre-employment evaluations; and
 - d. Case management services for seriously and persistently mentally ill adults and seriously emotionally disturbed youth; and
 - e. Successful Families Program; and
 - f. Emergency on-call availability, 24 hours a day, 7 days a week, for all residents of Converse County; and
 - g. Specialized treatment for trauma victims; and
 - h. Alcohol abuse counseling and education; and
 - i. Intensive Outpatient Treatment for substance abusers; and
 - j. Group Home with Crisis Room; and
 - k. Consultation with other not-for-profit organizations; and
 - l. Development, implementation and monitoring of Employee Assistance Programs for business and governmental agencies; and
 - m. Crisis intervention services for local emergency medical, fire and law enforcement personnel; and
 - n. Prevention and education programs for schools, the Wyoming Law Enforcement Academy, nursing/medical professionals, nursing home personnel, and other not-for-profit organizations, including but not limited to staff in-service training on stress management, substance abuse issues, and depression; and
 - o. Specialized counseling, education and monitoring services to the elderly, pregnant females, victims of trauma, and hearing impaired; and
 - p. Purchase of necessary computer equipment and upgrading of Electronic Health Record software; and
 - q. Building and grounds maintenance and upgrades.

5.2. Use of Funding. Organization must use the funding solely for the stated purposes; only use the funding within the funding period; and not enter into any arrangements or commitments that are incompatible or inconsistent with the purpose of the funding.

5.2.01. Allowable Uses of Funds. These funds shall be used for services described in Section 5.1.

Organization shall expend all funds received under this Agreement solely for program activities as identified in accordance with eligible program costs set forth below:

5.2.01(i). Direct costs (including salaries/benefits of employees assigned to the program and any services/supplies necessary for the program).

5.2.01(ii). Indirect costs (these costs are defined by federal standards and Generally Accepted Accounting Principles for the purpose of allocating allowable indirect costs to a program).

5.2.02. Unallowable Uses of Funds. Organization shall not expend funds for:

5.2.02(i). Any costs outside the scope of the approved program;

5.2.02(ii). Personal injury compensation or damages arising out of or connected with the program;

5.2.02(iii). Fines and penalties due to violations or failure to comply with federal, state, or local laws and ordinances, and terms, provisions, conditions or commitments of this Agreement;

5.2.02(iv). Interest on bonds or other forms of indebtedness;

5.2.02(v). Any costs arising out of or attributable to the Organization's malfeasance, misfeasance, mismanagement, or negligence;

5.2.02(vi). "Buy out" of unused sick leave, vacation/administration leave time, or

5.2.02(vii). Funds shall not be used as investment funds or deposited into any type of savings account.

6. Special Provisions.

6.01. Records. Organization shall establish an official file for the program containing adequate documentation of all actions taken in the performance of the Agreement and maintain a system of accounts that complies with generally accepted accounting principles for government agencies.

6.02. Record Retention and Inspection. Organization shall retain financial, programmatic, client data and other service records for three (3) years from the date of the end of the Agreement award or for three (3) years from the date of termination, whichever is later. Authorized representatives of City, the state and/or federal government may inspect and/or audit Organization's performance, place of business and/or records pertaining to this Agreement.

6.03. Access to Books and Records. Organization agrees to permit the City or its agents access to any of Organization's books, records and accounts for the purpose of ascertaining compliance with any statutes, regulation and order, and with the terms and conditions of this Agreement. City shall follow Generally Accepted Accounting Principles or Other Comprehensive Bases of Accounting acceptable to the City in recording financial transactions. When requested by the City, Organization at its own expense shall have its annual accounting reports audited or prepared by a licensed independent accountant acceptable to the City.

7. General Provisions.

7.01. Amendments. Any mutually agreed upon change to the terms and conditions of this Agreement shall be effective only when incorporated in written amendments to this Agreement. Any verbal agreement or conversation shall be nonbinding on the City.

7.02. Applicable Law/Venue. The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming have jurisdiction over this Agreement and the parties, and the venue shall be the Eighth Judicial District, Converse County, Wyoming.

7.03. Compliance with Law. Organization represents and warrants that it has and shall continue to comply with federal, state, and local laws and regulations applicable to Organization's performance, including, but not limited to: licensing, employment and purchasing practices, wages, hours and conditions of employment. Organization warrants that it possesses current valid appropriate licensure, including, but not limited to: driver's license, professional license, certificate of tax-exempt status, or permits, required to perform the work that is required for funding under this Agreement.

7.04. Entirety of Agreement. This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

7.05. 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. 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.

7.06. Confidentiality. Organization shall abide by any and all applicable laws governing the confidentiality of information regarding clients served under this Agreement. Organization shall:

7.06.01. Prevent unauthorized disclosure of names and other client-identifying information, except for statistical information not identifying a particular client, to anyone other than the State or federal government pursuant to State or federal law.

7.06.02. Not use client specific information for any purpose other than carrying out their obligations under this Agreement.

7.07. Independent Contractor. Organization is an independent contractor and not an agent, officer, or employee of City. The parties mutually understand that this Agreement is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association with the City. As an independent contractor, Organization is not subject to the direction and control of City except as to the final result under this Agreement. Any persons employed by Organization shall be under Organization's exclusive direction, supervision, and control. Organization shall determine all conditions of employment including hours, wages, working conditions, discipline, hiring and discharging, or any other condition of employment. Organization shall assume sole responsibility for any debts or liabilities that may be incurred and for the payment of federal, state, and local taxes that may accrue in fulfilling the terms of this Agreement. Nothing in this Agreement shall be interpreted as authorizing Organization or its agents and/or employees to act as an agent or representative for or on behalf of City, or to incur any obligation of any kind on behalf of the City. City agrees that no health/hospitalization benefits, workers' compensation, and/or similar benefits available to City employees will inure to the benefit of Organization's agents and/or employees as a result of this Agreement.

7.08. Indemnification. Organization shall indemnify, hold harmless and assume the defense of the City, its officers, employees, agents, and elective and appointive boards from all claims, losses, lawsuits, costs and expenses, including attorney's fees, cause of actions, damages, including property damages, personal injury, death and liability of every kind, directly or indirectly accruing or arising as a result of or in connection with Organization's activities in relation to this Agreement.

7.09. Assignment. Organization shall not assign this Agreement or any interest therein, or any monies received pursuant hereto, either in whole or part, to any other entity, without the prior, express, and written consent of the City. Any unauthorized assignment shall be voided and shall, at the option of City, act as termination of this Agreement.

7.10. Governmental Immunity. City does not waive governmental immunity by entering into this Contract, and specifically retains immunity and all defenses available to it pursuant to Wyo. Stat. § 1-39-104(a) and all other state laws.

7.11. 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 to create such status. The rights, duties, and obligations contained herein shall operate only between the parties and shall inure solely to their benefit. The provisions hereof are intended only to assist the parties in determining and performing their obligations under this Agreement. The parties hereto intend and expressly agree that only signatories shall have any legal or equitable right to seek enforcement, any remedy arising out of a party's performance or failure to perform any terms or conditions hereof, or to bring an action for the breach of this Agreement.

7.12. Americans with Disabilities Act. Organization shall not discriminate against a qualified individual with a disability and shall comply with the Americans with Disabilities Act, P.L. 101-336, 42 U.S.C. 12101, et seq., and/or any properly promulgated rules and regulations related thereto.

7.13. Nondiscrimination. In rendering services under this Agreement, Organization shall comply with all applicable federal, state, and local laws, rules and regulations and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, sexual orientation, or other protected status.

7.14. Kickbacks. Organization certifies and warrants that no gratuities, kickbacks, or contingency fees were paid, nor were any fees, commissions, gifts, or other considerations made in connection with or contingent upon the award of this Agreement.

7.15. Liaison and Notice. Organization's and City's Designated Representatives. All notices arising out of, or from, the provisions of this Agreement shall be in writing and given to all parties at the addresses provided in Section 7.16.01 and 7.16.02, either by mail, facsimile, e-mail, or delivery in person.

7.15.01. City's designated representative is the City Manager, whose address is P.O. Box 1030, 101 N. 4th Street, Douglas, Wyoming, 82633; telephone number (307) 358-3462; and facsimile (307) 358-6447.

7.15.02. Organization's designated representative is Kipp Dana, CEO, whose address is 1841 Madora Avenue, Douglas, Wyoming, 82633; email: kippd@hcbh.org; telephone number (307) 885-9883.

7.15.03. If notice is given by personal delivery, notice is effective as of the date of personal delivery. If notice is given by mail or through another carrier (e.g. UPS or FedEx), notice is effective as of the day following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.

7.16. Default. Any one or more of the following acts or omissions of this Agreement shall constitute an event of default hereunder (Events of Default):

7.16.01. Failure to satisfactorily perform any required task or service;

7.16.02. Failure to submit any report or provide notice required hereunder;

7.16.03. Failure to perform any other covenant or condition;

7.16.04. Failure to meet the commitments outlined in this Agreement, or the occurrence of any event which gives the City a reasonable basis to believe that the Organization will not be able to meet its commitments under the Agreement;

7.16.05. Failure to use funds in accordance with this Agreement;

7.16.06. Bankruptcy or insolvency of the Organization; or

7.16.07. Acted fraudulently or negligently or has completed an application for funding to City in a manner which could be construed as being either fraudulent, materially incorrect or materially misleading.

7.16.08. Upon the commencement of any Event of Default, the City shall give the Organization a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of notice. City may upon notice, withhold payment of the funding (or any part of it) until the Event of Default is remedied. If the Event of Default is not timely remedied, the City may treat this Agreement as breached. The City shall be immediately entitled to recover all or part of the funding paid to Organization and Organization shall pay such amount on demand to the City forthwith and pursue any of its remedies at law or in equity.

7.17. Termination. This Agreement will terminate upon a breach or default, as defined in Section 7.16 herein. Further, the Agreement will terminate upon Organization's receipt of the total amount of funds to be disbursed under this Agreement. The Parties by mutual agreement in writing may terminate this Agreement. Unless earlier terminated, this Agreement shall automatically terminate if subsequent legislation causes this Agreement to be in conflict with any law.

7.18. Insurance. It shall be the responsibility of Organization to carry a policy of commercial general

liability insurance, with liability limits in an amount not less than \$1,000,000.00 per person and \$2,000,000.00 per occurrence, and shall provide the City Clerk with a copy of the certificate of commercial liability insurance for the Organization. Organization shall save and hold harmless the City and/or Assignee from any and all liability to persons for harm or injury resulting from the services performed under this Agreement.

7.19. Severability. Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of this Agreement shall continue in full force and effect and either party may attempt to re-negotiate the terms affected by the severance.

7.20. Contingency. This Agreement is contingent upon the City’s approval of this Agreement and the City continuing to have sufficient funding allocated to Organization in its budget.

7.21. Signature Authority. The parties executing this Agreement certify that they have the proper authority to bind their respective entities to all terms and conditions set forth herein.

7.22. Titles Not Controlling. Titles of sections are for reference only, and shall not be used to construe the language of this Agreement.

7.23. Waiver. Any failure of a party to assert any right under this Agreement shall not constitute a waiver or a termination of that right or any provision hereof.

7.24. Time is of the Essence. Time is of the essence in all provisions of the Agreement.

IN WITNESS WHEREOF, the City Manager of the City of Douglas and the Organization has signed and executed this Contract, the day and year first written above.

CITY OF DOUGLAS, WYOMING

High Country Behavioral Health

By: _____
JD Cox, City Manager

By: _____
Its: _____

STATE OF WYOMING)
)
COUNTY OF CONVERSE)

Before me personally **appeared JD Cox, City Manager of the City of Douglas**, known to me to be the person whose name is subscribed to this instrument, and acknowledged that he executed the same for the purposes therein expressed this _____ day of _____, 2025.

WITNESS my hand and official seal.

Notary Public

STATE OF WYOMING)
)
COUNTY OF CONVERSE)

Before me personally **appeared _____, as _____ of High Country Behavioral Health**, known to me to be the person whose name is subscribed to this instrument, and acknowledged that they executed the same for the purposes therein expressed this _____ day of _____, 2025.

WITNESS my hand and official seal.

Notary Public



**Service Agreement between
City of Douglas, Wyoming
&
Laramie Peak Humane Society**

WHEREAS, Laramie Peak Humane Society (LPHS) desires to operate the Douglas animal shelter facility as a non-profit organization and to provide certain services; and

WHEREAS, pursuant to WS §15-1-103(a)(xiv), the City is authorized to contract with non-profit corporations to provide human services for persons within its jurisdiction; and

WHEREAS, pursuant to WS §15-1-103-(a)(xiv), the City is responsible for regulating or prohibiting the running at large within the city limits of any animals and establish and provide for the operation of a pound; and

WHEREAS, the Organization provides support and/or services to the members of the public within the City and the City Council has agreed to provide public funding as outlined within the terms and subject to the conditions set out in this Agreement; and

WHEREAS, the parties recognize that the facility is intended to serve law enforcement and public needs of the City by providing, among other things, a humane facility for the care and dispositions of animals taken into custody by the animal control officers of the Douglas Police Department; and

WHEREAS, the facility is also intended to serve the broader needs of the citizens of the Douglas area by providing a central location to properly provide for the care of unwanted, mistreated, or stray animals that may be returned to their owners or adopted out to new owners; and

WHEREAS, to promote public welfare, it is intended by the parties that a joint effort be made to operate the Facility with a combination of public and private funds.

NOW THEREFORE, in consideration of the promises, agreements, and mutual covenants made herein, it is agreed by and between the City and LPHS as follows:

- 1. PARTIES.** This Contract is made and entered into by and between the City of Douglas, Wyoming, a Wyoming Municipal corporation (hereinafter referred to as “City”), whose address is 101 N. 4th Street, P.O. Box 1030, Douglas, Wyoming, and Laramie Peak Humane Society, a Wyoming non-profit corporation (hereinafter referred to as “LPHS”), whose address is 612 N. 2nd Street, P.O. Box 463, Douglas, Wyoming, 82633.
- 2. PREMISES.** LPHS has secured a lease from Converse County for the real property, commonly described as the Douglas Animal Shelter, together with parking lot and related improvements erected thereon, with all the rights, privileges, easements, and appurtenances thereto. The real property and improvements thereon are located at 612 N. 2nd Street, Douglas, WY 82633 (hereinafter collectively the “Facility”).
- 3. TERM.** This Agreement shall be effective as of the 1st day of July, 2025, and shall continue until the 30th day of June, 2026, at which time the contract shall terminate. This Agreement may be renewed for additional one-year increments by mutual written agreement between the parties, unless otherwise cancelled by either party providing 30 days’ notice during the contract period.
- 4. USE OF THE FACILITY.** Subject to lease agreement with Converse County, LPHS shall have the exclusive use and control of the Facility for animal sheltering purposes in providing residents of the City of Douglas, Converse County and others with adoption service, impoundment and other animal shelter functions under the conditions set forth in Section 8 below, and related incidental purposes for any other legally permissible business or commercial venture. LPHS shall not use the Facility in such a manner as to violate any applicable law, rule, ordinance, or regulation.

- 5. OPERATION OF FACILITY.** LPHS agrees to operate Facility as a public animal shelter and to comply with the provisions of Chapter 6 of the Douglas Municipal Code pertaining to animals. LPHS agrees to provide a humane facility for the care and disposition of any and all animals taken into custody by the Animal Control Personnel or agents of the Douglas Police Department. LPHS also agrees to take possession of adoptable animals surrendered by private citizens of Converse County when space is available. For purposes of this agreement, “disposition” shall mean the authority to make decisions regarding animals housed at LPHS, including, but not limited to, final placement and transfer.
- 6. COMPENSATION.** City agrees to compensate LPHS One Hundred Ten Thousand Dollars and no cents (\$110,000.00), of which Ten Thousand and no cents (\$10,000) must be used toward the Treat, Neuter, Release (“TNR”) program only, during the fiscal year 2025-26 for services provided subject to receipt of annual funding request using the annual City budgetary appropriation process. The following conditions apply:
- A.** Organization shall submit to the Administrative Services Department, certified under penalty of perjury, a full itemized statement or invoice for payment in writing, including documentation verifying actual costs incurred for the invoiced period (e.g. receipts, expense report, financial statement, etc.).
 - B.** The City may require additional documentation which evidences that the performance measures under this Agreement have been achieved.
 - C.** Payment will not be made by the City unless and until satisfactory evidence of costs incurred have been submitted and approved.
 - D.** Subject to this Agreement, City will pay sum to Organization within 45 days of receipt of statement and invoice and other requested documents.
- 7. REVENUE RECEIVED – USER FEES, CONTRIBUTIONS.**
- A.** LPHS shall retain all revenues received at the shelter from whatever source, including adoption fees, boarding fees, or other contributions.
- 8. LPHS AGREES TO:**
- A.** Supervise and manage Facility in a business-like and professional manner.
 - B.** Provide daily boarding, care, and arrangements for euthanasia of animals housed and/or disposed of at the Facility in accordance with ordinances and resolutions adopted from time to time by City and according to the standards of training, animal capacity and health protocols recommended by the Humane Society of the United States.
 - C.** Accept animals and non-vicious dogs twenty-four (24) hours per day at the Facility from City Animal Control personnel or agents, or adoptable animals brought to the shelter by private citizens for surrender during shelter business hours. Access by City shall be by means of a secured area to the kennels in order to deliver animals to the shelter.
 - D.** Provide adequate staff to maintain Facility and to carry on the business of an animal shelter, including the ability to respond to emergencies after hours to care for animals and/or make arrangements for shelter when necessary.
 - E.** Care for the animals delivered to them, which shall include obtaining veterinary care as necessary for injured and sick animals.
 - F.** Collect and retain fees related to animal care and adoption, including impoundment fees, boarding charges and adoption fees.

- G. Accept requests from city residents to surrender their adoptable animals to the LPHS for adoption or other disposition when space is available. No fee shall be charged for such surrender by residents of the City of Douglas. Surrender requests by non-City residents will be accepted on a space-available basis.
- H. Arrange for euthanasia of animals that cannot appropriately be returned to their owners or adopted, according to city ordinance.
- I. Per Chapter 6.08.080 of Douglas Municipal Code, LPHS will hold surrendered and licensed animals for a minimum of seven (7) days; and all unlicensed animals, with the exception of cats, for a minimum of five (5) days; and all unlicensed cats for a minimum of three (3) days, prior to adoption or other disposition regardless of availability of owner to reclaim dog due to circumstances including incarceration or hospitalization.
- J. City agrees to quarantine all dogs that are deemed vicious according to City Ordinance 6.08.160 at a veterinary clinic, the costs of which will be the responsibility of either the owner or the City for all matters of dog bites on other animal or person. LPHS agrees to house vicious dogs, in a separate and dedicated area, in the event that there is not available room at a veterinary clinic in Douglas. The City agrees to cage and transport any vicious dog to and from LPHS. City also agrees to remove any vicious dog from LPHS immediately as soon as room is available at a veterinary clinic.
- K. LPHS houses primarily dogs and cats, and agrees to accept for temporary emergency placement of any domesticated animal, including unbranded animals and fowl, with the express exclusion of reptiles, that does not present a clear and present danger to LPHS staff, for a maximum of forty-eight (48) hours.
- L. Before 6:00 P.M. daily, LPHS staff shall notify Converse County Dispatch as to the vacant number of kennels open at the LPHS facility. Additionally, wherein possible, LPHS shall also update Dispatch throughout the day if there is a substantive change in the number of vacant kennels available.

9. CHARGES AND TAXES. LPHS shall pay, when due, during the term hereof:

- A. All charges for utilities incurred at the Facility including user fees, deposits, and repairs.
- B. All sales and use taxes imposed as a result of operation of Facility.
- C. All personal property taxes assessed against personal property situated thereon.

10. INDEMNIFICATION. LPHS shall defend, indemnify and hold harmless the City, and its officers and employees, from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, costs and expenses (including reasonable attorney's fees) and negligence of whatever kind and nature, imposed on, incurred by, or asserted against City which in any way relates or arises out of LPHS's possession, use, enjoyment, operation, of the Facility unless caused solely and intentionally by City or its agents.

11. NOTICES AND DEMANDS. Any notices, statements, requests, consents, approvals, authorizations, offers, agreements, appointments, designations, or demands required or permitted by law, or any provision thereof, shall be in writing, and shall be sufficiently given and served upon the other party, if deposited in the United States Mail, registered or certified, postage pre-paid, with return receipt requested, and addressed as follows:

- A. **CITY:** City of Douglas, P.O. Box 1030, Douglas, Wyoming 82633
- B. **LPHS:** Laramie Peak Humane Society, P.O. Box 463, Douglas, Wyoming 82633

12. TERMINATION BY REASON OF DEFAULT. In the event that either of the parties hereto shall fail to perform any covenant required to be performed by such party under the terms and provisions of this Agreement

and such failure shall continue un-remedied or uncorrected for a period of thirty (30) days after the service of written notice upon such party by the other party hereto, specifying such failure, this Agreement may be terminated, at the option of the party serving such notice, at the expiration of such period of thirty (30) days; provided, however, that such termination shall not relieve the party so failing from liability to the other party for such damages as may be suffered by reason of such failure.

13. MISCELLANEOUS.

- A. No waiver or any breach hereof by City shall be considered to be a waiver of any other or subsequent breach.
- B. Whenever, by this agreement, consent of approval of a party is required prior to any act, such party shall respond promptly to any request therefore from the other party and consent or approval shall in no case be unreasonably withheld.
- C. City shall have the privilege of inspecting the animal shelter premises at any and all reasonable times without prior notice of such inspection.

14. AMENDMENT OR MODIFICATION. No amendment or modification of this agreement shall be valid or binding unless expressed in writing and executed by the parties hereto in the same manner as the execution of this agreement.

15. APPLICABLE LAW/VENUE. The construction, interpretation and enforcement of 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, and the venue shall be the Eighth Judicial District, Converse County, Wyoming.

16. COMPLIANCE WITH LAWS. LPHS shall keep informed of and comply with all applicable federal, state and local laws and regulations in the performance of this Contract.

17. ENTIRETY OF CONTRACT. This Contract represents the entire and integrated Contract between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

18. ETHICS. LPHS 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 LPHS's profession.

19. 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. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.

20. INDEPENDENT CONTRACTOR. The LPHS shall function as an independent Contractor for the purposes of this Contract, and shall not be considered an employee of the City for any purpose. The LPHS shall assume sole responsibility for any debts or liabilities that may be incurred by the LPHS 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 LPHS to incur any obligation of any kind on the behalf of the City or its staff. The LPHS agrees that no health/hospitalization benefits, workers' compensation and/or similar benefits available to City employees will inure to the benefit of the LPHS or the LPHS's agents and/or employees as a result of this Contract.

- 21. GOVERNMENTAL IMMUNITY.** City does not waive government immunity by entering into this Contract and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyo. Stat. § 1-39-104(a) and all other state law.
- 22. TAXES.** The LPHS 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.
- 23. 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 the Contract are intended only to assist the parties in determining and performing their obligations under 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.
- 24. INSURANCE.** The LPHS shall maintain the following insurance: (This amount can vary and if professional insurance will need to include professional liability insurance)
- A. COMPREHENSIVE GENERAL LIABILITY.** LPHS shall have and maintain comprehensive general liability insurance coverage during the entire term of the Contract, against claims arising out of bodily injury, death, damage to or destruction of the property of others, including loss of use thereof and including underground, collapse, and explosion (XCU) and products and completed operations in an amount not less than one million dollars (\$250,000.00) each occurrence and two million dollars (\$500,000.00) in general aggregate.
 - B. WORKERS' COMPENSATION OR EMPLOYERS LIABILITY INSURANCE.** LPHS shall provide proof of workers' compensation coverage, for all its employees who are to work on the projects described in this Contract. LPHS's coverage shall be under the Wyoming Workers' Safety and Compensation program, if statutorily required or such other workers' compensation insurance as appropriate. LPHS's insurance shall include a Stop Gap coverage in the amount not less than five hundred thousand dollars (\$500,000.00) per employee for each accident and disease. LPHS shall have also supply proof of workers' compensation and employer's liability insurance on each and every sub-consultant before allowing that sub-consultant on the job site.
 - C. BUSINESS AUTOMOBILE LIABILITY.** LPHS shall maintain, during the entire term of the Contract, automobile liability insurance in an amount not less than five hundred thousand dollars (\$500,000.00) per occurrence.
 - D. COVERAGE.** All policies required under this contract shall be in effect for the duration of this Contract and projects. All policies shall be primary and not contributory. LPHS shall pay the premiums on all insurance policies and insurance certificates must include a clause stating that the insurance may not be revoked, cancelled, amended or allowed to lapse until the expiration of at least thirty (30) days advance written notice to the City.
 - E. ADDITIONAL INSURED.** All insurance policies required by this contract, except workers' compensation, shall name the City as an additional insured, and shall contain a waiver of subrogation against the City, its agents and employees. LPHS shall provide, upon request a copy of an endorsement providing this coverage.
 - F. CITY'S RIGHT TO REJECT.** City reserves the right to reject a certificate of insurance if LPHS's insurance company is widely regarded in the insurance industry as financially unstable. This would include but is not limited to insurance companies with no less than AVIII rating in the A.M. Best insurance rating guide.

G. CANCELLATION. There shall be no cancellation, material change, potential exhaustion of aggregate limits or intent to not renew insurance coverage without thirty (30) days written notice from LPHS or their insurers to City. Any failure to comply with the reporting provision of this insurance, except for the potential exhaustion of aggregate limits, shall not affect the coverage provided to City and its division, officers and employees.

24. TIME IS OF THE ESSENCE. Time is of the essence in all provisions of the Contract.

25. TITLES NOT CONTROLLING. Titles of paragraphs are for reference only, and shall not be used to construe the language in this Contract.

26. 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.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the ____ day of _____, 2025.

CITY OF DOUGLAS, WYOMING

LARAMIE PEAK HUMANE SOCIETY

By: _____
JD Cox, City Manager

By: _____
Its: _____

STATE OF WYOMING)
)
COUNTY OF CONVERSE)

Before me personally **appeared JD Cox, as City Manager of the City of Douglas**, known to me to be the person whose name is subscribed to this instrument, and acknowledged that he executed the same for the purposes therein expressed this ____ day of _____, 2025.

Witness my hand and official seal.

Notary Public

STATE OF WYOMING)
)
COUNTY OF CONVERSE)

Before me personally **appeared _____, as _____ of Laramie Peak Humane Society**, known to me to be the person whose name is subscribed to this instrument, and acknowledged that she executed the same for the purposes therein expressed this ____ day of _____, 2025.

Witness my hand and official seal.

Notary Public



**Funding Agreement between
City of Douglas, Wyoming
&
Main Street Douglas, Inc.**

1. Parties. This Funding Agreement (hereinafter referred to as “Agreement”) is made and entered into on this _____ day of _____, 2025, by and between the **City of Douglas, Wyoming**, a municipal corporation, (hereinafter referred to as “City”) whose address is P.O. Box 1030, Douglas, Wyoming, and **Main Street Douglas, Inc.**, a Wyoming non-profit corporation (hereinafter referred to as “Organization”), doing business in Douglas, Wyoming, whose address is 130 South 3rd Street, Douglas, Wyoming, 82633.

Whereas, pursuant to WS §15-1-103(a)(xlv) the City is authorized to contract with non-profit corporations to provide human services for persons within its jurisdiction; and

Whereas, the Organization provides support and/or services to the members of the public within the City and the City Council has agreed to provide public funding as outlined within the terms and subject to the conditions set out in this Agreement.

NOW, THEREFORE, in consideration of the promises, agreement and mutual covenants made herein, it is agreed by and between the City and Organization as follows:

2. Purpose. The purpose of this Agreement is to provide Organization funding **in the amount of Twenty-Eight Thousand Dollars & 00/100 (\$28,000)** to be utilized by the Organization in accordance with the terms outlined herein.

3. Term. This Agreement will commence on July 1, 2025 and continue in force for a period of one year until June 30, 2026.

4. Payment.

4.1. City shall pay organization upon submittal of sworn vouchers invoicing expenses for services rendered during the period for which payment is claimed, with the last disbursement to be requested on or before the third Monday in July 2026. At that time, there is no continuing obligation on the part of the City to provide additional funding to Organization.

4.2. Organization shall submit to the Administrative Services Department, certified under penalty of perjury, a full itemized statement or invoice for payment in writing, including documentation verifying actual costs incurred for the invoiced period (e.g. receipts, expense report, financial statement, etc.). The City may require additional documentation which evidences that the Organization has complied with all of its responsibilities and requirements under this Agreement, including, but not limited to, those responsibilities outlined in Paragraph 5 below. Payment may not be made by the City unless and until satisfactory evidence of costs incurred have been submitted and approved. Subject to this Agreement, City will pay sum to Organization within 45 days of receipt of statement or invoice and other requested documents.

4.3. Payment of funding is conditional upon each and all of the following:

4.3.01. Organization has met each and every obligation imposed under this Agreement to the satisfaction of the City, including but not limited to submitting reports to the City.

4.3.02. City continuing to have sufficient funding allocated to Organization in its budget.

4.3.03. In the event of a Default of this Agreement as outlined in Section 7.16, City may withhold or suspend payment, in whole or part, to this Organization.

4.4. Repayment of Funding: Organization must repay City:

4.4.01. In the event of a Default or Breach of this Agreement as outlined in Section 7.17;

4.4.02. If, at any time during the term of or upon expiration or termination of this Agreement, there

remains an amount of funding that has not been expended or acquitted to City's satisfaction in accordance with this Agreement, then this amount must be refunded by the Organization to City within twenty (20) business days of a written notice from City, or dealt with as directed in writing by City. Any amount owed to City under this section will be recoverable as a debt due to City without further proof of the debt.

5. Responsibilities of Organization.

5.1. Organization shall provide all of the following basic services:

5.1.01. To hire a paid Main Street Manager, downtown beautification projects, maintenance of public gathering spaces, offer business training, networking events, assistance in filling vacant properties, expand community events, improve marketing efforts, enhance communication with businesses and residents, Serve Douglas, preserving Douglas' heritage through public art, signage and cultural programming.

5.2. Use of Funding. Organization must use the funding solely for the stated purposes; only use the funding within the funding period; and not enter into any arrangements or commitments that are incompatible or inconsistent with the purpose of the funding.

5.2.01. Allowable Uses of Funds. These funds shall be used for services described in Section 5.1. Organization shall expend all funds received under this Agreement solely for program activities as identified in accordance with eligible program costs set forth below:

5.2.01(i). Direct costs (including salaries/benefits of employees assigned to the program and any services/supplies necessary for the program).

5.2.01(ii). Indirect costs (these costs are defined by federal standards and Generally Accepted Accounting Principles for the purpose of allocating allowable indirect costs to a program).

5.2.02. Unallowable Uses of Funds. Organization shall not expend funds for:

5.2.02(i). Any costs outside the scope of the approved program;

5.2.02(ii). Personal injury compensation or damages arising out of or connected with the program;

5.2.02(iii). Fines and penalties due to violations or failure to comply with federal, state, or local laws and ordinances, and terms, provisions, conditions or commitments of this Agreement;

5.2.02(iv). Interest on bonds or other forms of indebtedness;

5.2.02(v). Any costs arising out of or attributable to the Organization's malfeasance, misfeasance, mismanagement, or negligence;

5.2.02(vi). "Buy out" of unused sick leave, vacation/administration leave time, or

5.2.02(vii). Funds shall not be used as investment funds or deposited into any type of savings account.

6. Special Provisions.

6.01. Records. Organization shall establish an official file for the program containing adequate documentation of all actions taken in the performance of the Agreement and maintain a system of accounts that complies with generally accepted accounting principles for government agencies.

6.02. Record Retention and Inspection. Organization shall retain financial, programmatic, client data and other service records for three (3) years from the date of the end of the Agreement award or for three (3) years from the date of termination, whichever is later. Authorized representatives of

City, the state and/or federal government may inspect and/or audit Organization's performance, place of business and/or records pertaining to this Agreement.

6.03. Access to Books and Records. Organization agrees to permit the City or its agents access to any of Organization's books, records and accounts for the purpose of ascertaining compliance with any statutes, regulation and order, and with the terms and conditions of this Agreement. City shall follow Generally Accepted Accounting Principles or Other Comprehensive Bases of Accounting acceptable to the City in recording financial transactions. When requested by the City, Organization at its own expense shall have its annual accounting reports audited or prepared by a licensed independent accountant acceptable to the City.

7. General Provisions.

7.01. Amendments. Any mutually agreed upon change to the terms and conditions of this Agreement shall be effective only when incorporated in written amendments to this Agreement. Any verbal agreement or conversation shall be nonbinding on the City.

7.02. Applicable Law/Venue. The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming have jurisdiction over this Agreement and the parties, and the venue shall be the Eighth Judicial District, Converse County, Wyoming.

7.03. Compliance with Law. Organization represents and warrants that it has and shall continue to comply with federal, state, and local laws and regulations applicable to Organization's performance, including, but not limited to: licensing, employment and purchasing practices, wages, hours and conditions of employment. Organization warrants that it possesses current valid appropriate licensure, including, but not limited to: driver's license, professional license, certificate of tax-exempt status, or permits, required to perform the work that is required for funding under this Agreement.

7.04. Entirety of Agreement. This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

7.05. 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. 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.

7.06. Confidentiality. Organization shall abide by any and all applicable laws governing the confidentiality of information regarding clients served under this Agreement. Organization shall:

7.06.01. Prevent unauthorized disclosure of names and other client-identifying information, except for statistical information not identifying a particular client, to anyone other than the State or federal government pursuant to State or federal law.

7.06.02. Not use client specific information for any purpose other than carrying out their obligations under this Agreement.

7.07. Independent Contractor. Organization is an independent contractor and not an agent, officer, or employee of City. The parties mutually understand that this Agreement is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association with the City. As an independent contractor, Organization is not subject to the direction and control of City except as to the final result under this Agreement. Any persons employed by Organization shall be under Organization's exclusive direction, supervision, and control. Organization shall determine all conditions of employment including hours, wages, working conditions, discipline, hiring and discharging, or any other condition of employment. Organization shall assume sole responsibility for any debts or liabilities that may be incurred and for the payment of federal, state, and local taxes that may accrue in fulfilling the terms of this Agreement. Nothing in this Agreement shall be interpreted as authorizing Organization or its agents and/or employees to

act as an agent or representative for or on behalf of City, or to incur any obligation of any kind on behalf of the City. City agrees that no health/hospitalization benefits, workers' compensation, and/or similar benefits available to City employees will inure to the benefit of Organization's agents and/or employees as a result of this Agreement.

7.08. Indemnification. Organization shall indemnify, hold harmless and assume the defense of the City, its officers, employees, agents, and elective and appointive boards from all claims, losses, lawsuits, costs and expenses, including attorney's fees, cause of actions, damages, including property damages, personal injury, death and liability of every kind, directly or indirectly accruing or arising as a result of or in connection with Organization's activities in relation to this Agreement.

7.09. Assignment. Organization shall not assign this Agreement or any interest therein, or any monies received pursuant hereto, either in whole or part, to any other entity, without the prior, express, and written consent of the City. Any unauthorized assignment shall be voided and shall, at the option of City, act as termination of this Agreement.

7.10. Governmental Immunity. City does not waive governmental immunity by entering into this Contract, and specifically retains immunity and all defenses available to it pursuant to Wyo. Stat. § 1-39-104(a) and all other state laws.

7.11. 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 to create such status. The rights, duties, and obligations contained herein shall operate only between the parties and shall inure solely to their benefit. The provisions hereof are intended only to assist the parties in determining and performing their obligations under this Agreement. The parties hereto intend and expressly agree that only signatories shall have any legal or equitable right to seek enforcement, any remedy arising out of a party's performance or failure to perform any terms or conditions hereof, or to bring an action for the breach of this Agreement.

7.12. Americans with Disabilities Act. Organization shall not discriminate against a qualified individual with a disability and shall comply with the Americans with Disabilities Act, P.L. 101-336, 42 U.S.C. 12101, et seq., and/or any properly promulgated rules and regulations related thereto.

7.13. Nondiscrimination. In rendering services under this Agreement, Organization shall comply with all applicable federal, state, and local laws, rules and regulations and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, sexual orientation, or other protected status.

7.14. Kickbacks. Organization certifies and warrants that no gratuities, kickbacks, or contingency fees were paid, nor were any fees, commissions, gifts, or other considerations made in connection with or contingent upon the award of this Agreement.

7.15. Liaison and Notice. Organization's and City's Designated Representatives. All notices arising out of, or from, the provisions of this Agreement shall be in writing and given to all parties at the addresses provided in Section 7.16.01 and 7.16.02, either by mail, facsimile, e-mail, or delivery in person.

7.15.01. City's designated representative is the City Manager, whose address is P.O. Box 1030, 101 N. 4th Street, Douglas, Wyoming, 82633; telephone number (307) 358-3462; and facsimile (307) 358-6447.

7.15.02. Organization's designated representative is Jennifer Goodwin, whose address is 130 South 3rd Street, Douglas, Wyoming, 82633; email: jgoodwin@candowyoming.com; telephone number (307) 358-2000.

7.15.03. If notice is given by personal delivery, notice is effective as of the date of personal delivery. If notice is given by mail or through another carrier (e.g. UPS or FedEx), notice is effective as of the day following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.

- 7.16. Default.** Any one or more of the following acts or omissions of this Agreement shall constitute an event of default hereunder (Events of Default):
- 7.16.01.** Failure to satisfactorily perform any required task or service;
 - 7.16.02.** Failure to submit any report or provide notice required hereunder;
 - 7.16.03.** Failure to perform any other covenant or condition;
 - 7.16.04.** Failure to meet the commitments outlined in this Agreement, or the occurrence of an event which gives the City a reasonable basis to believe that the Organization will not be able to meet its commitments under the Agreement;
 - 7.16.05.** Failure to use funds in accordance with this Agreement;
 - 7.16.06.** Bankruptcy or insolvency of the Organization; or
 - 7.16.07.** Acted fraudulently or negligently or has completed an application for funding to City in a manner which could be construed as being either fraudulent, materially incorrect or materially misleading.
 - 7.16.08.** Upon the commencement of any Event of Default, the City shall give the Organization a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of notice. City may upon notice, withhold payment of the funding (or any part of it) until the Event of Default is remedied. If the Event of Default is not timely remedied, the City may treat this Agreement as breached. The City shall be immediately entitled to recover all or part of the funding paid to Organization and Organization shall pay such amount on demand to the City forthwith and pursue any of its remedies at law or in equity.
- 7.17. Termination.** This Agreement will terminate upon a breach or default, as defined in Section 7.16 herein. Further, the Agreement will terminate upon Organization's receipt of the total amount of funds to be disbursed under this Agreement. The Parties by mutual agreement in writing may terminate this Agreement. Unless earlier terminated, this Agreement shall automatically terminate if subsequent legislation causes this Agreement to be in conflict with any law.
- 7.18. Insurance.** It shall be the responsibility of Organization to carry a policy of commercial general liability insurance, with liability limits in an amount not less than \$1,000,000.00 per person and \$2,000,000.00 per occurrence, and shall provide the City Clerk with a copy of the certificate of commercial liability insurance for the Organization. Organization shall save and hold harmless the City and/or Assignee from any and all liability to persons for harm or injury resulting from the services performed under this Agreement.
- 7.19. Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of this Agreement shall continue in full force and effect and either party may attempt to re-negotiate the terms affected by the severance.
- 7.20. Contingency.** This Agreement is contingent upon the City's approval of this Agreement and the City continuing to have sufficient funding allocated to Organization in its budget.
- 7.21. Signature Authority.** The parties executing this Agreement certify that they have the proper authority to bind their respective entities to all terms and conditions set forth herein.
- 7.22. Titles Not Controlling.** Titles of sections are for reference only, and shall not be used to construe the language of this Agreement.
- 7.23. Waiver.** Any failure of a party to assert any right under this Agreement shall not constitute a waiver or a termination of that right or any provision hereof.
- 7.24. Time is of the Essence.** Time is of the essence in all provisions of the Agreement.

IN WITNESS WHEREOF, the City Manager of the City of Douglas and the Organization has signed and executed this Contract, the day and year first written above.

CITY OF DOUGLAS, WYOMING

MAIN STREET DOUGLAS, INC.

By: _____
JD Cox, City Manager

By: _____

Its: _____

STATE OF WYOMING)
)
COUNTY OF CONVERSE)

Before me personally **appeared JD Cox, City Manager of the City of Douglas**, known to me to be the person whose name is subscribed to this instrument, and acknowledged that he executed the same for the purposes therein expressed this _____ day of _____, 2025.

WITNESS my hand and official seal.

Notary Public

STATE OF WYOMING)
)
COUNTY OF CONVERSE)

Before me personally **appeared** _____, **as** _____ **of Main Street Douglas, Inc.**, known to me to be the person whose name is subscribed to this instrument, and acknowledged that they executed the same for the purposes therein expressed this _____ day of _____, 2025.

WITNESS my hand and official seal.

Notary Public



**Funding Agreement between
City of Douglas, Wyoming
&
Outdoor Enthusiasts of Converse County**

1. Parties. This Funding Agreement (hereinafter referred to as “Agreement”) is made and entered into on this _____ day of _____, 2025, by and between the **City of Douglas, Wyoming**, a municipal corporation, (hereinafter referred to as “City”) whose address is P.O. Box 1030, Douglas, Wyoming, and **Outdoor Enthusiasts of Converse County**, a Wyoming non-profit corporation, (hereinafter referred to as “Organization”), doing business in Douglas, Wyoming, whose address is 608 Osburn Drive, Douglas, Wyoming, 82633.

Whereas, pursuant to WS §15-1-103(a)(xlv) the City is authorized to contract with non-profit corporations to provide human services for persons within its jurisdiction; and

Whereas, the Organization provides support and/or services to the members of the public within the City and the City Council has agreed to provide public funding as outlined within the terms and subject to the conditions set out in this Agreement.

NOW, THEREFORE, in consideration of the promises, agreement and mutual covenants made herein, it is agreed by and between the City and Organization as follows:

2. Purpose. The purpose of this Agreement is to provide Organization funding in the amount of **Twenty-Five Thousand Dollars & 00/100 (\$25,000.00)** to be utilized by the Organization in accordance with the terms outlined herein.

3. Term. This Agreement will commence on July 1, 2025 and continue in force for a period of one year until June 30, 2026.

4. Payment.

4.1. City shall pay organization upon receipt of invoice from organization along with documentation of payment obligations, with the last disbursement to be requested on or before the third Monday in July 2026. At that time, there is no continuing obligation on the part of the City to provide additional funding to Organization.

4.2. Organization shall submit to the Administrative Services Department, certified under penalty of perjury, a full itemized statement or invoice for payment in writing, including documentation verifying actual costs incurred for the invoiced period (e.g. receipts, expense report, financial statement, etc.). The City may require additional documentation which evidences that the Organization has complied with all of its responsibilities and requirements under this Agreement, including, but not limited to, those responsibilities outlined in Paragraph 5 below. Payment may not be made by the City unless and until satisfactory evidence of costs incurred have been submitted and approved. Subject to this Agreement, City will pay sum to Organization within 45 days of receipt of statement or invoice and other requested documents.

4.3. Payment of funding is conditional upon each and all of the following:

4.3.01. Organization has met each and every obligation imposed under this Agreement to the satisfaction of the City, including but not limited to submitting reports to the City.

4.3.02. City continuing to have sufficient funding allocated to Organization in its budget.

4.3.03. In the event of a Default of this Agreement as outlined in Section 7.16, City may withhold or suspend payment, in whole or part, to this Organization.

4.4. Repayment of Funding: Organization must repay City:

4.4.01. In the event of a Default or Breach of this Agreement as outlined in Section 7.17;

4.4.02. If, at any time during the term of or upon expiration or termination of this Agreement, there

remains an amount of funding that has not been expended or acquitted to City's satisfaction in accordance with this Agreement, then this amount must be refunded by the Organization to City within twenty (20) business days of a written notice from City, or dealt with as directed in writing by City. Any amount owed to City under this section will be recoverable as a debt due to City without further proof of the debt.

5. Responsibilities of Organization.

5.1. Organization Shall Provide the Following Services:

5.1.01. Public Archery Range. Updates and repairs to the existing range south of Bartling Park in Douglas, Wyoming.

5.1.02. Bike Park. Funds would be utilized to provide capital necessary to begin phase one construction of a proposed bike park on city property located on the east end of Center Street.

5.2. Use of Funding. Organization must use the funding solely for the stated purposes; only use the funding within the funding period; and not enter into any arrangements or commitments that are incompatible or inconsistent with the purpose of the funding.

5.2.01. Allowable Uses of Funds. These funds shall be used for services described in Section 5.1. Organization shall expend all funds received under this Agreement solely for program activities as identified in accordance with eligible program costs set forth below:

5.2.01(i). Direct costs (including salaries/benefits of employees assigned to the program and any services/supplies necessary for the program).

5.2.01(ii). Indirect costs (these costs are defined by federal standards and Generally Accepted Accounting Principles for the purpose of allocating allowable indirect costs to a program).

5.2.02. Unallowable Uses of Funds. Organization shall not expend funds for:

5.2.02(i). Any costs outside the scope of the approved program;

5.2.02(ii). Personal injury compensation or damages arising out of or connected with the program;

5.2.02(iii). Fines and penalties due to violations or failure to comply with federal, state, or local laws and ordinances, and terms, provisions, conditions or commitments of this Agreement;

5.2.02(iv). Interest on bonds or other forms of indebtedness;

5.2.02(v). Any costs arising out of or attributable to the Organization's malfeasance, misfeasance, mismanagement, or negligence;

5.2.02(vi). "Buy out" of unused sick leave, vacation/administration leave time, or

5.2.02(vii). Funds shall not be used as investment funds or deposited into any type of savings account.

6. Special Provisions.

6.01. Records. Organization shall establish an official file for the program containing adequate documentation of all actions taken in the performance of the Agreement and maintain a system of accounts that complies with generally accepted accounting principles for government agencies.

6.02. Record Retention and Inspection. Organization shall retain financial, programmatic, client data and other service records for three (3) years from the date of the end of the Agreement award or for three (3) years from the date of termination, whichever is later. Authorized representatives of

City, the state and/or federal government may inspect and/or audit Organization's performance, place of business and/or records pertaining to this Agreement.

6.03. Access to Books and Records. Organization agrees to permit the City or its agents access to any of Organization's books, records and accounts for the purpose of ascertaining compliance with any statutes, regulation and order, and with the terms and conditions of this Agreement. City shall follow Generally Accepted Accounting Principles or Other Comprehensive Bases of Accounting acceptable to the City in recording financial transactions. When requested by the City, Organization at its own expense shall have its annual accounting reports audited or prepared by a licensed independent accountant acceptable to the City.

7. General Provisions.

7.01. Amendments. Any mutually agreed upon change to the terms and conditions of this Agreement shall be effective only when incorporated in written amendments to this Agreement. Any verbal agreement or conversation shall be nonbinding on the City.

7.02. Applicable Law/Venue. The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming have jurisdiction over this Agreement and the parties, and the venue shall be the Eighth Judicial District, Converse County, Wyoming.

7.03. Compliance with Law. Organization represents and warrants that it has and shall continue to comply with federal, state, and local laws and regulations applicable to Organization's performance, including, but not limited to: licensing, employment and purchasing practices, wages, hours and conditions of employment. Organization warrants that it possesses current valid appropriate licensure, including, but not limited to: driver's license, professional license, certificate of tax-exempt status, or permits, required to perform the work that is required for funding under this Agreement.

7.04. Entirety of Agreement. This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

7.05. 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. 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.

7.06. Confidentiality. Organization shall abide by any and all applicable laws governing the confidentiality of information regarding clients served under this Agreement. Organization shall:

7.06.01. Prevent unauthorized disclosure of names and other client-identifying information, except for statistical information not identifying a particular client, to anyone other than the State or federal government pursuant to State or federal law.

7.06.02. Not use client specific information for any purpose other than carrying out their obligations under this Agreement.

7.07. Independent Contractor. Organization is an independent contractor and not an agent, officer, or employee of City. The parties mutually understand that this Agreement is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association with the City. As an independent contractor, Organization is not subject to the direction and control of City except as to the final result under this Agreement. Any persons employed by Organization shall be under Organization's exclusive direction, supervision, and control. Organization shall determine all conditions of employment including hours, wages, working conditions, discipline, hiring and discharging, or any other condition of employment. Organization shall assume sole responsibility for any debts or liabilities that may be incurred and for the payment of federal, state, and local taxes that may accrue in fulfilling the terms of this Agreement. Nothing in this Agreement shall be interpreted as authorizing Organization or its agents and/or employees to

act as an agent or representative for or on behalf of City, or to incur any obligation of any kind on behalf of the City. City agrees that no health/hospitalization benefits, workers' compensation, and/or similar benefits available to City employees will inure to the benefit of Organization's agents and/or employees as a result of this Agreement.

7.08. Indemnification. Organization shall indemnify, hold harmless and assume the defense of the City, its officers, employees, agents, and elective and appointive boards from all claims, losses, lawsuits, costs and expenses, including attorney's fees, cause of actions, damages, including property damages, personal injury, death and liability of every kind, directly or indirectly accruing or arising as a result of or in connection with Organization's activities in relation to this Agreement.

7.09. Assignment. Organization shall not assign this Agreement or any interest therein, or any monies received pursuant hereto, either in whole or part, to any other entity, without the prior, express, and written consent of the City. Any unauthorized assignment shall be voided and shall, at the option of City, act as termination of this Agreement.

7.10. Governmental Immunity. City does not waive governmental immunity by entering into this Contract, and specifically retains immunity and all defenses available to it pursuant to Wyo. Stat. § 1-39-104(a) and all other state laws.

7.11. 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 to create such status. The rights, duties, and obligations contained herein shall operate only between the parties and shall inure solely to their benefit. The provisions hereof are intended only to assist the parties in determining and performing their obligations under this Agreement. The parties hereto intend and expressly agree that only signatories shall have any legal or equitable right to seek enforcement, any remedy arising out of a party's performance or failure to perform any terms or conditions hereof, or to bring an action for the breach of this Agreement.

7.12. Americans with Disabilities Act. Organization shall not discriminate against a qualified individual with a disability and shall comply with the Americans with Disabilities Act, P.L. 101-336, 42 U.S.C. 12101, et seq., and/or any properly promulgated rules and regulations related thereto.

7.13. Nondiscrimination. In rendering services under this Agreement, Organization shall comply with all applicable federal, state, and local laws, rules and regulations and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, sexual orientation, or other protected status.

7.14. Kickbacks. Organization certifies and warrants that no gratuities, kickbacks, or contingency fees were paid, nor were any fees, commissions, gifts, or other considerations made in connection with or contingent upon the award of this Agreement.

7.15. Liaison and Notice. Organization's and City's Designated Representatives. All notices arising out of, or from, the provisions of this Agreement shall be in writing and given to all parties at the addresses provided in Section 7.16.01 and 7.16.02, either by mail, facsimile, e-mail, or delivery in person.

7.15.01. City's designated representative is the City Manager, whose address is P.O. Box 1030, 101 N. 4th Street, Douglas, Wyoming, 82633; telephone number (307) 358-3462; and facsimile (307) 358-6447.

7.15.02. Organization's designated representative is Eli Geisler, President, whose address is 608 Osburn Drive, Douglas, Wyoming, 82633; email: outdoorenthusiastsofcc@gmail.com; and telephone number (308) 251-7314.

7.15.03. If notice is given by personal delivery, notice is effective as of the date of personal delivery. If notice is given by mail or through another carrier (e.g. UPS or FedEx), notice is effective as of the day following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.

7.16. Default. Any one or more of the following acts or omissions of this Agreement shall constitute an event of default hereunder (Events of Default):

7.16.01. Failure to satisfactorily perform any required task or service;

7.16.02. Failure to submit any report or provide notice required hereunder;

7.16.03. Failure to perform any other covenant or condition;

7.16.04. Failure to meet the commitments outlined in this Agreement, or the occurrence of an event which gives the City a reasonable basis to believe that the Organization will not be able to meet its commitments under the Agreement;

7.16.05. Failure to use funds in accordance with this Agreement;

7.16.06. Bankruptcy or insolvency of the Organization; or

7.16.07. Acted fraudulently or negligently or has completed an application for funding to City in a manner which could be construed as being either fraudulent, materially incorrect or materially misleading.

7.16.08. Upon the commencement of any Event of Default, the City shall give the Organization a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of notice. City may upon notice, withhold payment of the funding (or any part of it) until the Event of Default is remedied. If the Event of Default is not timely remedied, the City may treat this Agreement as breached. The City shall be immediately entitled to recover all or part of the funding paid to Organization and Organization shall pay such amount on demand to the City forthwith and pursue any of its remedies at law or in equity.

7.17. Termination. This Agreement will terminate upon a breach or default, as defined in Section 7.16 herein. Further, the Agreement will terminate upon Organization's receipt of the total amount of funds to be disbursed under this Agreement. The Parties by mutual agreement in writing may terminate this Agreement. Unless earlier terminated, this Agreement shall automatically terminate if subsequent legislation causes this Agreement to be in conflict with any law.

7.18. Insurance. It shall be the responsibility of Organization to carry a policy of commercial general liability insurance, with liability limits in an amount not less than \$1,000,000.00 per person and \$2,000,000.00 per occurrence, and shall provide the City Clerk with a copy of the certificate of commercial liability insurance for the Organization. Organization shall save and hold harmless the City and/or Assignee from any and all liability to persons for harm or injury resulting from the services performed under this Agreement.

7.19. Severability. Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of this Agreement shall continue in full force and effect and either party may attempt to re-negotiate the terms affected by the severance.

7.20. Contingency. This Agreement is contingent upon the City's approval of this Agreement and the City continuing to have sufficient funding allocated to Organization in its budget.

7.21. Signature Authority. The parties executing this Agreement certify that they have the proper authority to bind their respective entities to all terms and conditions set forth herein.

7.22. Titles Not Controlling. Titles of sections are for reference only, and shall not be used to construe the language of this Agreement.

7.23. Waiver. Any failure of a party to assert any right under this Agreement shall not constitute a waiver or a termination of that right or any provision hereof.

7.24. Time is of the Essence. Time is of the essence in all provisions of the Agreement.

IN WITNESS WHEREOF, the City Manager of the City of Douglas and the Organization has signed and executed this Contract, the day and year first written above.

CITY OF DOUGLAS, WYOMING

Outdoor Enthusiasts of Converse County

By: _____
JD Cox, City Manager

By: _____
Its: _____

STATE OF WYOMING)
)
COUNTY OF CONVERSE)

Before me personally **appeared JD Cox, City Manager of the City of Douglas**, known to me to be the person whose name is subscribed to this instrument, and acknowledged that he executed the same for the purposes therein expressed this _____ day of _____, 2025.

WITNESS my hand and official seal.

Notary Public

STATE OF WYOMING)
)
COUNTY OF CONVERSE)

Before me personally **appeared _____, as _____ of Outdoor Enthusiasts of Converse County**, known to me to be the person whose name is subscribed to this instrument, and acknowledged that they executed the same for the purposes therein expressed this _____ day of _____, 2025.

WITNESS my hand and official seal.

Notary Public



**Funding Agreement between
City of Douglas, Wyoming
&
Saving Grace Food Pantry**

1. Parties. This Funding Agreement (hereinafter referred to as “Agreement”) is made and entered into on this _____ day of _____, 2025, by and between the **City of Douglas, Wyoming**, a municipal corporation, (hereinafter referred to as “City”) whose address is P.O. Box 1030, Douglas, Wyoming, and **Saving Grace Food Pantry**, a Wyoming non-profit corporation (hereinafter referred to as “Organization”), doing business in Douglas, Wyoming, whose address is PO Box 595, Douglas, Wyoming, 82633.

Whereas, pursuant to WS §15-1-103(a)(xlv) the City is authorized to contract with non-profit corporations to provide human services for persons within its jurisdiction; and

Whereas, the Organization provides support and/or services to the members of the public within the City and the City Council has agreed to provide public funding as outlined within the terms and subject to the conditions set out in this Agreement.

NOW, THEREFORE, in consideration of the promises, agreement and mutual covenants made herein, it is agreed by and between the City and Organization as follows:

2. Purpose. The purpose of this Agreement is to provide Organization funding **in the amount of Fourteen Thousand Eight Hundred Dollars & 00/100 (\$14,800)** to be utilized by the Organization in accordance with the terms outlined herein.

3. Term. This Agreement will commence on July 1, 2025 and continue in force for a period of one year until June 30, 2026.

4. Payment.

4.1. City shall pay organization upon submittal of sworn vouchers invoicing expenses for services rendered during the period for which payment is claimed, with the last disbursement to be requested on or before the third Monday in July 2026. At that time, there is no continuing obligation on the part of the City to provide additional funding to Organization.

4.2. Organization shall submit to the Administrative Services Department, certified under penalty of perjury, a full itemized statement or invoice for payment in writing, including documentation verifying actual costs incurred for the invoiced period (e.g. receipts, expense report, financial statement, etc.). The City may require additional documentation which evidences that the Organization has complied with all of its responsibilities and requirements under this Agreement, including, but not limited to, those responsibilities outlined in Paragraph 5 below. Payment may not be made by the City unless and until satisfactory evidence of costs incurred have been submitted and approved. Subject to this Agreement, City will pay sum to Organization within 45 days of receipt of statement or invoice and other requested documents.

4.3. Payment of funding is conditional upon each and all of the following:

4.3.01. Organization has met each and every obligation imposed under this Agreement to the satisfaction of the City, including but not limited to submitting reports to the City.

4.3.02. City continuing to have sufficient funding allocated to Organization in its budget.

4.3.03. In the event of a Default of this Agreement as outlined in Section 7.16, City may withhold or suspend payment, in whole or part, to this Organization.

4.4. Repayment of Funding: Organization must repay City:

4.4.01. In the event of a Default or Breach of this Agreement as outlined in Section 7.17;

4.4.02. If, at any time during the term of or upon expiration or termination of this Agreement, there

remains an amount of funding that has not been expended or acquitted to City's satisfaction in accordance with this Agreement, then this amount must be refunded by the Organization to City within twenty (20) business days of a written notice from City, or dealt with as directed in writing by City. Any amount owed to City under this section will be recoverable as a debt due to City without further proof of the debt.

5. Responsibilities of Organization.

5.1. Organization shall provide all of the following basic services:

5.1.01. To bring the delivery food truck to the Douglas community, utility services, expand food programs.

5.2. Use of Funding. Organization must use the funding solely for the stated purposes; only use the funding within the funding period; and not enter into any arrangements or commitments that are incompatible or inconsistent with the purpose of the funding.

5.2.01. Allowable Uses of Funds. These funds shall be used for services described in Section 5.1. Organization shall expend all funds received under this Agreement solely for program activities as identified in accordance with eligible program costs set forth below:

5.2.01(i). Direct costs (including salaries/benefits of employees assigned to the program and any services/supplies necessary for the program).

5.2.01(ii). Indirect costs (these costs are defined by federal standards and Generally Accepted Accounting Principles for the purpose of allocating allowable indirect costs to a program).

5.2.02. Unallowable Uses of Funds. Organization shall not expend funds for:

5.2.02(i). Any costs outside the scope of the approved program;

5.2.02(ii). Personal injury compensation or damages arising out of or connected with the program;

5.2.02(iii). Fines and penalties due to violations or failure to comply with federal, state, or local laws and ordinances, and terms, provisions, conditions or commitments of this Agreement;

5.2.02(iv). Interest on bonds or other forms of indebtedness;

5.2.02(v). Any costs arising out of or attributable to the Organization's malfeasance, misfeasance, mismanagement, or negligence;

5.2.02(vi). "Buy out" of unused sick leave, vacation/administration leave time, or

5.2.02(vii). Funds shall not be used as investment funds or deposited into any type of savings account.

6. Special Provisions.

6.01. Records. Organization shall establish an official file for the program containing adequate documentation of all actions taken in the performance of the Agreement and maintain a system of accounts that complies with generally accepted accounting principles for government agencies.

6.02. Record Retention and Inspection. Organization shall retain financial, programmatic, client data and other service records for three (3) years from the date of the end of the Agreement award or for three (3) years from the date of termination, whichever is later. Authorized representatives of City, the state and/or federal government may inspect and/or audit Organization's performance, place of business and/or records pertaining to this Agreement.

6.03. Access to Books and Records. Organization agrees to permit the City or its agents access to any of Organization's books, records and accounts for the purpose of ascertaining compliance with any statutes, regulation and order, and with the terms and conditions of this Agreement. City shall follow Generally Accepted Accounting Principles or Other Comprehensive Bases of Accounting acceptable to the City in recording financial transactions. When requested by the City, Organization at its own expense shall have its annual accounting reports audited or prepared by a licensed independent accountant acceptable to the City.

7. General Provisions.

7.01. Amendments. Any mutually agreed upon change to the terms and conditions of this Agreement shall be effective only when incorporated in written amendments to this Agreement. Any verbal agreement or conversation shall be nonbinding on the City.

7.02. Applicable Law/Venue. The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming have jurisdiction over this Agreement and the parties, and the venue shall be the Eighth Judicial District, Converse County, Wyoming.

7.03. Compliance with Law. Organization represents and warrants that it has and shall continue to comply with federal, state, and local laws and regulations applicable to Organization's performance, including, but not limited to: licensing, employment and purchasing practices, wages, hours and conditions of employment. Organization warrants that it possesses current valid appropriate licensure, including, but not limited to: driver's license, professional license, certificate of tax-exempt status, or permits, required to perform the work that is required for funding under this Agreement.

7.04. Entirety of Agreement. This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

7.05. 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. 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.

7.06. Confidentiality. Organization shall abide by any and all applicable laws governing the confidentiality of information regarding clients served under this Agreement. Organization shall:

7.06.01. Prevent unauthorized disclosure of names and other client-identifying information, except for statistical information not identifying a particular client, to anyone other than the State or federal government pursuant to State or federal law.

7.06.02. Not use client specific information for any purpose other than carrying out their obligations under this Agreement.

7.07. Independent Contractor. Organization is an independent contractor and not an agent, officer, or employee of City. The parties mutually understand that this Agreement is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association with the City. As an independent contractor, Organization is not subject to the direction and control of City except as to the final result under this Agreement. Any persons employed by Organization shall be under Organization's exclusive direction, supervision, and control. Organization shall determine all conditions of employment including hours, wages, working conditions, discipline, hiring and discharging, or any other condition of employment. Organization shall assume sole responsibility for any debts or liabilities that may be incurred and for the payment of federal, state, and local taxes that may accrue in fulfilling the terms of this Agreement. Nothing in this Agreement shall be interpreted as authorizing Organization or its agents and/or employees to act as an agent or representative for or on behalf of City, or to incur any obligation of any kind on behalf of the City. City agrees that no health/hospitalization benefits, workers' compensation, and/or similar benefits available to City employees will inure to the benefit of Organization's agents

and/or employees as a result of this Agreement.

7.08. Indemnification. Organization shall indemnify, hold harmless and assume the defense of the City, its officers, employees, agents, and elective and appointive boards from all claims, losses, lawsuits, costs and expenses, including attorney's fees, cause of actions, damages, including property damages, personal injury, death and liability of every kind, directly or indirectly accruing or arising as a result of or in connection with Organization's activities in relation to this Agreement.

7.09. Assignment. Organization shall not assign this Agreement or any interest therein, or any monies received pursuant hereto, either in whole or part, to any other entity, without the prior, express, and written consent of the City. Any unauthorized assignment shall be voided and shall, at the option of City, act as termination of this Agreement.

7.10. Governmental Immunity. City does not waive governmental immunity by entering into this Contract, and specifically retains immunity and all defenses available to it pursuant to Wyo. Stat. § 1-39-104(a) and all other state laws.

7.11. 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 to create such status. The rights, duties, and obligations contained herein shall operate only between the parties and shall inure solely to their benefit. The provisions hereof are intended only to assist the parties in determining and performing their obligations under this Agreement. The parties hereto intend and expressly agree that only signatories shall have any legal or equitable right to seek enforcement, any remedy arising out of a party's performance or failure to perform any terms or conditions hereof, or to bring an action for the breach of this Agreement.

7.12. Americans with Disabilities Act. Organization shall not discriminate against a qualified individual with a disability and shall comply with the Americans with Disabilities Act, P.L. 101-336, 42 U.S.C. 12101, et seq., and/or any properly promulgated rules and regulations related thereto.

7.13. Nondiscrimination. In rendering services under this Agreement, Organization shall comply with all applicable federal, state, and local laws, rules and regulations and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, sexual orientation, or other protected status.

7.14. Kickbacks. Organization certifies and warrants that no gratuities, kickbacks, or contingency fees were paid, nor were any fees, commissions, gifts, or other considerations made in connection with or contingent upon the award of this Agreement.

7.15. Liaison and Notice. Organization's and City's Designated Representatives. All notices arising out of, or from, the provisions of this Agreement shall be in writing and given to all parties at the addresses provided in Section 7.16.01 and 7.16.02, either by mail, facsimile, e-mail, or delivery in person.

7.15.01. City's designated representative is the City Manager, whose address is P.O. Box 1030, 101 N. 4th Street, Douglas, Wyoming, 82633; telephone number (307) 358-3462; and facsimile (307) 358-6447.

7.15.02. Organization's designated representative is Michele Carter, whose address is PO Box 595, Douglas, Wyoming, 82633; email: savinggracedouglas@gmail.com; telephone number (307) 689-4930.

7.15.03. If notice is given by personal delivery, notice is effective as of the date of personal delivery. If notice is given by mail or through another carrier (e.g. UPS or FedEx), notice is effective as of the day following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.

7.16. Default. Any one or more of the following acts or omissions of this Agreement shall constitute an event of default hereunder (Events of Default):

7.16.01. Failure to satisfactorily perform any required task or service;

7.16.02. Failure to submit any report or provide notice required hereunder;

7.16.03. Failure to perform any other covenant or condition;

7.16.04. Failure to meet the commitments outlined in this Agreement, or the occurrence of an event which gives the City a reasonable basis to believe that the Organization will not be able to meet its commitments under the Agreement;

7.16.05. Failure to use funds in accordance with this Agreement;

7.16.06. Bankruptcy or insolvency of the Organization; or

7.16.07. Acted fraudulently or negligently or has completed an application for funding to City in a manner which could be construed as being either fraudulent, materially incorrect or materially misleading.

7.16.08. Upon the commencement of any Event of Default, the City shall give the Organization a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of notice. City may upon notice, withhold payment of the funding (or any part of it) until the Event of Default is remedied. If the Event of Default is not timely remedied, the City may treat this Agreement as breached. The City shall be immediately entitled to recover all or part of the funding paid to Organization and Organization shall pay such amount on demand to the City forthwith and pursue any of its remedies at law or in equity.

7.17. Termination. This Agreement will terminate upon a breach or default, as defined in Section 7.16 herein. Further, the Agreement will terminate upon Organization's receipt of the total amount of funds to be disbursed under this Agreement. The Parties by mutual agreement in writing may terminate this Agreement. Unless earlier terminated, this Agreement shall automatically terminate if subsequent legislation causes this Agreement to be in conflict with any law.

7.18. Insurance. It shall be the responsibility of Organization to carry a policy of commercial general liability insurance, with liability limits in an amount not less than \$1,000,000.00 per person and \$2,000,000.00 per occurrence, and shall provide the City Clerk with a copy of the certificate of commercial liability insurance for the Organization. Organization shall save and hold harmless the City and/or Assignee from any and all liability to persons for harm or injury resulting from the services performed under this Agreement.

7.19. Severability. Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of this Agreement shall continue in full force and effect and either party may attempt to re-negotiate the terms affected by the severance.

7.20. Contingency. This Agreement is contingent upon the City's approval of this Agreement and the City continuing to have sufficient funding allocated to Organization in its budget.

7.21. Signature Authority. The parties executing this Agreement certify that they have the proper authority to bind their respective entities to all terms and conditions set forth herein.

7.22. Titles Not Controlling. Titles of sections are for reference only, and shall not be used to construe the language of this Agreement.

7.23. Waiver. Any failure of a party to assert any right under this Agreement shall not constitute a waiver or a termination of that right or any provision hereof.

7.24. Time is of the Essence. Time is of the essence in all provisions of the Agreement.

IN WITNESS WHEREOF, the City Manager of the City of Douglas and the Organization has signed and executed this Contract, the day and year first written above.

CITY OF DOUGLAS, WYOMING

SAVING GRACE FOOD PANTRY

By: _____
JD Cox, City Manager

By: _____
Its: _____

STATE OF WYOMING)
)
COUNTY OF CONVERSE)

Before me personally **appeared JD Cox, City Manager of the City of Douglas**, known to me to be the person whose name is subscribed to this instrument, and acknowledged that he executed the same for the purposes therein expressed this _____ day of _____, 2025.

WITNESS my hand and official seal.

Notary Public

STATE OF WYOMING)
)
COUNTY OF CONVERSE)

Before me personally **appeared** _____, **as** _____ **of Saving Grace Food Pantry**, known to me to be the person whose name is subscribed to this instrument, and acknowledged that they executed the same for the purposes therein expressed this _____ day of _____, 2025.

WITNESS my hand and official seal.

Notary Public



**Funding Agreement between
City of Douglas, Wyoming
&
The Gathering Inc. DBA The Gathering Place**

1. Parties. This Funding Agreement (hereinafter referred to as "Agreement") is made and entered into on this _____ day of _____, 2025, by and between the **City of Douglas, Wyoming**, a municipal corporation, (hereinafter referred to as "City") whose address is P.O. Box 1030, Douglas, Wyoming, and **The Gathering Inc. DBA The Gathering Place**, a Wyoming non-profit corporation (hereinafter referred to as "Organization"), doing business in Douglas, Wyoming, whose address is 805 East Richards Street, Douglas, Wyoming, 82633.

Whereas, pursuant to WS §15-1-103(a)(xlv) the City is authorized to contract with non-profit corporations to provide human services for persons within its jurisdiction; and

Whereas, the Organization provides support and/or services to the members of the public within the City and the City Council has agreed to provide public funding as outlined within the terms and subject to the conditions set out in this Agreement.

NOW, THEREFORE, in consideration of the promises, agreement and mutual covenants made herein, it is agreed by and between the City and Organization as follows:

2. Purpose. The purpose of this Agreement is to provide Organization funding **in the amount of Forty Thousand Dollars and no/100 (\$40,000.00)** to be utilized by the Organization in accordance with the terms outlined herein.

3. Term. This Agreement will commence on July 1, 2025 and continue in force for a period of one year until June 30, 2026.

4. Payment.

4.1. City shall pay organization upon submittal of sworn vouchers invoicing expenses for services rendered during the period for which payment is claimed, with the last disbursement to be requested on or before the third Monday in July 2026. At that time, there is no continuing obligation on the part of the City to provide additional funding to Organization.

4.2. Organization shall submit to the Administrative Services Department, certified under penalty of perjury, a full itemized statement or invoice for payment in writing, including documentation verifying actual costs incurred for the invoiced period (e.g. receipts, expense report, financial statement, etc.). The City may require additional documentation which evidences that the Organization has complied with all of its responsibilities and requirements under this Agreement, including, but not limited to, those responsibilities outlined in Paragraph 5 below. Payment may not be made by the City unless and until satisfactory evidence of costs incurred have been submitted and approved. Subject to this Agreement, City will pay sum to Organization within 45 days of receipt of statement or invoice and other requested documents.

4.3. Payment of funding is conditional upon each and all of the following:

4.3.01. Organization has met each and every obligation imposed under this Agreement to the satisfaction of the City, including but not limited to submitting reports to the City.

4.3.02. City continuing to have sufficient funding allocated to Organization in its budget.

4.3.03. In the event of a Default of this Agreement as outlined in Section 7.16, City may withhold or suspend payment, in whole or part, to this Organization.

4.4. Repayment of Funding: Organization must repay City:

4.4.01. In the event of a Default or Breach of this Agreement as outlined in Section 7.17;

4.4.02. If, at any time during the term of or upon expiration or termination of this Agreement, there

remains an amount of funding that has not been expended or acquitted to City's satisfaction in accordance with this Agreement, then this amount must be refunded by the Organization to City within twenty (20) business days of a written notice from City, or dealt with as directed in writing by City. Any amount owed to City under this section will be recoverable as a debt due to City without further proof of the debt.

5. Responsibilities of Organization.

5.1. Organization shall provide all of the following services:

5.1.01. Costs associated with the operation of the Blessings in a Backpack program for members of the Douglas community, directly related to operating costs.

5.2. Use of Funding. Organization must use the funding solely for the stated purposes; only use the funding within the funding period; and not enter into any arrangements or commitments that are incompatible or inconsistent with the purpose of the funding.

5.2.01. Allowable Uses of Funds. These funds shall be used for services described in Section 5.1. Organization shall expend all funds received under this Agreement solely for program activities as identified in accordance with eligible program costs set forth below:

5.2.01(i). Direct costs (including salaries/benefits of employees assigned to the program and any services/supplies necessary for the program).

5.2.01(ii). Indirect costs (these costs are defined by federal standards and Generally Accepted Accounting Principles for the purpose of allocating allowable indirect costs to a program).

5.2.02. Unallowable Uses of Funds. Organization shall not expend funds for:

5.2.02(i). Any costs outside the scope of the approved program;

5.2.02(ii). Personal injury compensation or damages arising out of or connected with the program;

5.2.02(iii). Fines and penalties due to violations or failure to comply with federal, state, or local laws and ordinances, and terms, provisions, conditions or commitments of this Agreement;

5.2.02(iv). Interest on bonds or other forms of indebtedness;

5.2.02(v). Any costs arising out of or attributable to the Organization's malfeasance, misfeasance, mismanagement, or negligence;

5.2.02(vi). "Buy out" of unused sick leave, vacation/administration leave time, or

5.2.02(vii). Funds shall not be used as investment funds or deposited into any type of savings account.

6. Special Provisions.

6.01. Records. Organization shall establish an official file for the program containing adequate documentation of all actions taken in the performance of the Agreement and maintain a system of accounts that complies with generally accepted accounting principles for government agencies.

6.02. Record Retention and Inspection. Organization shall retain financial, programmatic, client data and other service records for three (3) years from the date of the end of the Agreement award or for three (3) years from the date of termination, whichever is later. Authorized representatives of City, the state and/or federal government may inspect and/or audit Organization's performance, place of business and/or records pertaining to this Agreement.

6.03. Access to Books and Records. Organization agrees to permit the City or its agents access to any of Organization's books, records and accounts for the purpose of ascertaining compliance with any statutes, regulation and order, and with the terms and conditions of this Agreement. City shall follow Generally Accepted Accounting Principles or Other Comprehensive Bases of Accounting acceptable to the City in recording financial transactions. When requested by the City, Organization at its own expense shall have its annual accounting reports audited or prepared by a licensed independent accountant acceptable to the City.

7. General Provisions.

7.01. Amendments. Any mutually agreed upon change to the terms and conditions of this Agreement shall be effective only when incorporated in written amendments to this Agreement. Any verbal agreement or conversation shall be nonbinding on the City.

7.02. Applicable Law/Venue. The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming have jurisdiction over this Agreement and the parties, and the venue shall be the Eighth Judicial District, Converse County, Wyoming.

7.03. Compliance with Law. Organization represents and warrants that it has and shall continue to comply with federal, state, and local laws and regulations applicable to Organization's performance, including, but not limited to: licensing, employment and purchasing practices, wages, hours and conditions of employment. Organization warrants that it possesses current valid appropriate licensure, including, but not limited to: driver's license, professional license, certificate of tax-exempt status, or permits, required to perform the work that is required for funding under this Agreement.

7.04. Entirety of Agreement. This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

7.05. 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. 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.

7.06. Confidentiality. Organization shall abide by any and all applicable laws governing the confidentiality of information regarding clients served under this Agreement. Organization shall:

7.06.01. Prevent unauthorized disclosure of names and other client-identifying information, except for statistical information not identifying a particular client, to anyone other than the State or federal government pursuant to State or federal law.

7.06.02. Not use client specific information for any purpose other than carrying out their obligations under this Agreement.

7.07. Independent Contractor. Organization is an independent contractor and not an agent, officer, or employee of City. The parties mutually understand that this Agreement is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association with the City. As an independent contractor, Organization is not subject to the direction and control of City except as to the final result under this Agreement. Any persons employed by Organization shall be under Organization's exclusive direction, supervision, and control. Organization shall determine all conditions of employment including hours, wages, working conditions, discipline, hiring and discharging, or any other condition of employment. Organization shall assume sole responsibility for any debts or liabilities that may be incurred and for the payment of federal, state, and local taxes that may accrue in fulfilling the terms of this Agreement. Nothing in this Agreement shall be interpreted as authorizing Organization or its agents and/or employees to act as an agent or representative for or on behalf of City, or to incur any obligation of any kind on behalf of the City. City agrees that no health/hospitalization benefits, workers' compensation, and/or similar benefits available to City employees will inure to the benefit of Organization's agents

and/or employees as a result of this Agreement.

7.08. Indemnification. Organization shall indemnify, hold harmless and assume the defense of the City, its officers, employees, agents, and elective and appointive boards from all claims, losses, lawsuits, costs and expenses, including attorney's fees, cause of actions, damages, including property damages, personal injury, death and liability of every kind, directly or indirectly accruing or arising as a result of or in connection with Organization's activities in relation to this Agreement.

7.09. Assignment. Organization shall not assign this Agreement or any interest therein, or any monies received pursuant hereto, either in whole or part, to any other entity, without the prior, express, and written consent of the City. Any unauthorized assignment shall be voided and shall, at the option of City, act as termination of this Agreement.

7.10. Governmental Immunity. City does not waive governmental immunity by entering into this Contract, and specifically retains immunity and all defenses available to it pursuant to Wyo. Stat. § 1-39-104(a) and all other state laws.

7.11. 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 to create such status. The rights, duties, and obligations contained herein shall operate only between the parties and shall inure solely to their benefit. The provisions hereof are intended only to assist the parties in determining and performing their obligations under this Agreement. The parties hereto intend and expressly agree that only signatories shall have any legal or equitable right to seek enforcement, any remedy arising out of a party's performance or failure to perform any terms or conditions hereof, or to bring an action for the breach of this Agreement.

7.12. Americans with Disabilities Act. Organization shall not discriminate against a qualified individual with a disability and shall comply with the Americans with Disabilities Act, P.L. 101-336, 42 U.S.C. 12101, et seq., and/or any properly promulgated rules and regulations related thereto.

7.13. Nondiscrimination. In rendering services under this Agreement, Organization shall comply with all applicable federal, state, and local laws, rules and regulations and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, sexual orientation, or other protected status.

7.14. Kickbacks. Organization certifies and warrants that no gratuities, kickbacks, or contingency fees were paid, nor were any fees, commissions, gifts, or other considerations made in connection with or contingent upon the award of this Agreement.

7.15. Liaison and Notice. Organization's and City's Designated Representatives. All notices arising out of, or from, the provisions of this Agreement shall be in writing and given to all parties at the addresses provided in Section 7.16.01 and 7.16.02, either by mail, facsimile, e-mail, or delivery in person.

7.15.01. City's designated representative is the City Manager, whose address is P.O. Box 1030, 101 N. 4th Street, Douglas, Wyoming, 82633; telephone number (307) 358-3462; and facsimile (307) 358-6447.

7.15.02. Organization's designated representative is Sara Phillippi, Pastor, whose address is PO Box 1446, Douglas, Wyoming, 82633; email: thegathering.douglas@gmail.com; and telephone number (970) 946-3176.

7.15.03. If notice is given by personal delivery, notice is effective as of the date of personal delivery. If notice is given by mail or through another carrier (e.g. UPS or FedEx), notice is effective as of the day following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.

7.16. Default. Any one or more of the following acts or omissions of this Agreement shall constitute an event of default hereunder (Events of Default):

7.16.01. Failure to satisfactorily perform any required task or service;

7.16.02. Failure to submit any report or provide notice required hereunder;

7.16.03. Failure to perform any other covenant or condition;

7.16.04. Failure to meet the commitments outlined in this Agreement, or the occurrence of an event which gives the City a reasonable basis to believe that the Organization will not be able to meet its commitments under the Agreement;

7.16.05. Failure to use funds in accordance with this Agreement;

7.16.06. Bankruptcy or insolvency of the Organization; or

7.16.07. Acted fraudulently or negligently or has completed an application for funding to City in a manner which could be construed as being either fraudulent, materially incorrect or materially misleading.

7.16.08. Upon the commencement of any Event of Default, the City shall give the Organization a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of notice. City may upon notice, withhold payment of the funding (or any part of it) until the Event of Default is remedied. If the Event of Default is not timely remedied, the City may treat this Agreement as breached. The City shall be immediately entitled to recover all or part of the funding paid to Organization and Organization shall pay such amount on demand to the City forthwith and pursue any of its remedies at law or in equity.

7.17. Termination. This Agreement will terminate upon a breach or default, as defined in Section 7.16 herein. Further, the Agreement will terminate upon Organization's receipt of the total amount of funds to be disbursed under this Agreement. The Parties by mutual agreement in writing may terminate this Agreement. Unless earlier terminated, this Agreement shall automatically terminate if subsequent legislation causes this Agreement to be in conflict with any law.

7.18. Insurance. It shall be the responsibility of Organization to carry a policy of commercial general liability insurance, with liability limits in an amount not less than \$1,000,000.00 per person and \$2,000,000.00 per occurrence, and shall provide the City Clerk with a copy of the certificate of commercial liability insurance for the Organization. Organization shall save and hold harmless the City and/or Assignee from any and all liability to persons for harm or injury resulting from the services performed under this Agreement.

7.19. Severability. Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of this Agreement shall continue in full force and effect and either party may attempt to re-negotiate the terms affected by the severance.

7.20. Contingency. This Agreement is contingent upon the City's approval of this Agreement and the City continuing to have sufficient funding allocated to Organization in its budget.

7.21. Signature Authority. The parties executing this Agreement certify that they have the proper authority to bind their respective entities to all terms and conditions set forth herein.

7.22. Titles Not Controlling. Titles of sections are for reference only, and shall not be used to construe the language of this Agreement.

7.23. Waiver. Any failure of a party to assert any right under this Agreement shall not constitute a waiver or a termination of that right or any provision hereof.

7.24. Time is of the Essence. Time is of the essence in all provisions of the Agreement.

IN WITNESS WHEREOF, the City Manager of the City of Douglas and the Organization has signed and executed this Contract, the day and year first written above.

CITY OF DOUGLAS, WYOMING

THE GATHERING INC.

By: _____
JD Cox, City Manager

By: _____
Its: _____

STATE OF WYOMING)
)
COUNTY OF CONVERSE)

Before me personally **appeared JD Cox, City Manager of the City of Douglas**, known to me to be the person whose name is subscribed to this instrument, and acknowledged that he executed the same for the purposes therein expressed this _____ day of _____, 2025.

WITNESS my hand and official seal.

Notary Public

STATE OF WYOMING)
)
COUNTY OF CONVERSE)

Before me personally **appeared _____, as _____ of The Gathering Inc.**, known to me to be the person whose name is subscribed to this instrument, and acknowledged that they executed the same for the purposes therein expressed this _____ day of _____, 2025.

WITNESS my hand and official seal.

Notary Public



**Funding Agreement between
City of Douglas, Wyoming
&
Wyoming Child and Family Development, Inc.**

1. Parties. This Funding Agreement (hereinafter referred to as “Agreement”) is made and entered into on this _____ day of _____, 2025, by and between the **City of Douglas, Wyoming**, a municipal corporation, (hereinafter referred to as “City”) whose address is P.O. Box 1030, Douglas, Wyoming, and **Wyoming Child & Family Development, Inc.**, a Wyoming non-profit corporation (hereinafter referred to as “Organization”), doing business in Douglas, Wyoming, whose address is 126 N. Wyoming Street, P.O. Box 100, Guernsey, Wyoming, 82214.

Whereas, pursuant to WS §15-1-103(a)(xlv) the City is authorized to contract with non-profit corporations to provide human services for persons within its jurisdiction; and

Whereas, the Organization provides support and/or services to the members of the public within the City and the City Council has agreed to provide public funding as outlined within the terms and subject to the conditions set out in this Agreement.

NOW, THEREFORE, in consideration of the promises, agreement and mutual covenants made herein, it is agreed by and between the City and Organization as follows:

2. Purpose. The purpose of this Agreement is to provide Organization funding **in the amount of Five Thousand Dollars & 00/100 (\$5,000)** to be utilized by the Organization in accordance with the terms outlined herein.

3. Term. This Agreement will commence on July 1, 2025 and continue in force for a period of one year until June 30, 2026.

4. Payment.

4.1. City shall pay organization upon submittal of sworn vouchers invoicing expenses for services rendered during the period for which payment is claimed, with the last disbursement to be requested on or before the third Monday in July 2026. At that time, there is no continuing obligation on the part of the City to provide additional funding to Organization.

4.2. Organization shall submit to the Administrative Services Department, certified under penalty of perjury, a full itemized statement or invoice for payment in writing, including documentation verifying actual costs incurred for the invoiced period (e.g. receipts, expense report, financial statement, etc.). The City may require additional documentation which evidences that the Organization has complied with all of its responsibilities and requirements under this Agreement, including, but not limited to, those responsibilities outlined in Paragraph 5 below. Payment may not be made by the City unless and until satisfactory evidence of costs incurred have been submitted and approved. Subject to this Agreement, City will pay sum to Organization within 45 days of receipt of statement or invoice and other requested documents.

4.3. Payment of funding is conditional upon each and all of the following:

4.3.01. Organization has met each and every obligation imposed under this Agreement to the satisfaction of the City, including but not limited to submitting reports to the City.

4.3.02. City continuing to have sufficient funding allocated to Organization in its budget.

4.3.03. In the event of a Default of this Agreement as outlined in Section 7.16, City may withhold or suspend payment, in whole or part, to this Organization.

4.4. Repayment of Funding: Organization must repay City:

4.4.01. In the event of a Default or Breach of this Agreement as outlined in Section 7.17;

4.4.02. If, at any time during the term of or upon expiration or termination of this Agreement, there

remains an amount of funding that has not been expended or acquitted to City's satisfaction in accordance with this Agreement, then this amount must be refunded by the Organization to City within twenty (20) business days of a written notice from City, or dealt with as directed in writing by City. Any amount owed to City under this section will be recoverable as a debt due to City without further proof of the debt.

5. Responsibilities of Organization.

5.1. Organization shall provide all of the following basic services:

5.1.01. Provide services to children ages birth to five years with individual disabilities as follows:

- a. Speech/language therapy, physical therapy, occupational therapy, cognitive therapy, and special learning programs designed to meet the needs of individual child; and
- b. Provide center-based and home-based programs, enabling children to develop to their full potential; and
- c. Screening services to children and families in Douglas.

5.2. Use of Funding. Organization must use the funding solely for the stated purposes; only use the funding within the funding period; and not enter into any arrangements or commitments that are incompatible or inconsistent with the purpose of the funding.

5.2.01. Allowable Uses of Funds. These funds shall be used for services described in Section 5.1.

Organization shall expend all funds received under this Agreement solely for program activities as identified in accordance with eligible program costs set forth below:

5.2.01(i). Direct costs (including salaries/benefits of employees assigned to the program and any services/supplies necessary for the program).

5.2.01(ii). Indirect costs (these costs are defined by federal standards and Generally Accepted Accounting Principles for the purpose of allocating allowable indirect costs to a program).

5.2.02. Unallowable Uses of Funds. Organization shall not expend funds for:

5.2.02(i). Any costs outside the scope of the approved program;

5.2.02(ii). Personal injury compensation or damages arising out of or connected with the program;

5.2.02(iii). Fines and penalties due to violations or failure to comply with federal, state, or local laws and ordinances, and terms, provisions, conditions or commitments of this Agreement;

5.2.02(iv). Interest on bonds or other forms of indebtedness;

5.2.02(v). Any costs arising out of or attributable to the Organization's malfeasance, misfeasance, mismanagement, or negligence;

5.2.02(vi). "Buy out" of unused sick leave, vacation/administration leave time, or

5.2.02(vii). Funds shall not be used as investment funds or deposited into any type of savings account.

6. Special Provisions.

6.01. Records. Organization shall establish an official file for the program containing adequate documentation of all actions taken in the performance of the Agreement and maintain a system of accounts that complies with generally accepted accounting principles for government agencies.

6.02. Record Retention and Inspection. Organization shall retain financial, programmatic, client data and other service records for three (3) years from the date of the end of the Agreement award or

for three (3) years from the date of termination, whichever is later. Authorized representatives of City, the state and/or federal government may inspect and/or audit Organization's performance, place of business and/or records pertaining to this Agreement.

6.03. Access to Books and Records. Organization agrees to permit the City or its agents access to any of Organization's books, records and accounts for the purpose of ascertaining compliance with any statutes, regulation and order, and with the terms and conditions of this Agreement. City shall follow Generally Accepted Accounting Principles or Other Comprehensive Bases of Accounting acceptable to the City in recording financial transactions. When requested by the City, Organization at its own expense shall have its annual accounting reports audited or prepared by a licensed independent accountant acceptable to the City.

7. General Provisions.

7.01. Amendments. Any mutually agreed upon change to the terms and conditions of this Agreement shall be effective only when incorporated in written amendments to this Agreement. Any verbal agreement or conversation shall be nonbinding on the City.

7.02. Applicable Law/Venue. The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming have jurisdiction over this Agreement and the parties, and the venue shall be the Eighth Judicial District, Converse County, Wyoming.

7.03. Compliance with Law. Organization represents and warrants that it has and shall continue to comply with federal, state, and local laws and regulations applicable to Organization's performance, including, but not limited to: licensing, employment and purchasing practices, wages, hours and conditions of employment. Organization warrants that it possesses current valid appropriate licensure, including, but not limited to: driver's license, professional license, certificate of tax-exempt status, or permits, required to perform the work that is required for funding under this Agreement.

7.04. Entirety of Agreement. This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

7.05. 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. 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.

7.06. Confidentiality. Organization shall abide by any and all applicable laws governing the confidentiality of information regarding clients served under this Agreement. Organization shall:

7.06.01. Prevent unauthorized disclosure of names and other client-identifying information, except for statistical information not identifying a particular client, to anyone other than the State or federal government pursuant to State or federal law.

7.06.02. Not use client specific information for any purpose other than carrying out their obligations under this Agreement.

7.07. Independent Contractor. Organization is an independent contractor and not an agent, officer, or employee of City. The parties mutually understand that this Agreement is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association with the City. As an independent contractor, Organization is not subject to the direction and control of City except as to the final result under this Agreement. Any persons employed by Organization shall be under Organization's exclusive direction, supervision, and control. Organization shall determine all conditions of employment including hours, wages, working conditions, discipline, hiring and discharging, or any other condition of employment. Organization shall assume sole responsibility for any debts or liabilities that may be incurred and for the payment of federal, state, and local taxes that may accrue in fulfilling the terms of this Agreement. Nothing in

this Agreement shall be interpreted as authorizing Organization or its agents and/or employees to act as an agent or representative for or on behalf of City, or to incur any obligation of any kind on behalf of the City. City agrees that no health/hospitalization benefits, workers' compensation, and/or similar benefits available to City employees will inure to the benefit of Organization's agents and/or employees as a result of this Agreement.

7.08. Indemnification. Organization shall indemnify, hold harmless and assume the defense of the City, its officers, employees, agents, and elective and appointive boards from all claims, losses, lawsuits, costs and expenses, including attorney's fees, cause of actions, damages, including property damages, personal injury, death and liability of every kind, directly or indirectly accruing or arising as a result of or in connection with Organization's activities in relation to this Agreement.

7.09. Assignment. Organization shall not assign this Agreement or any interest therein, or any monies received pursuant hereto, either in whole or part, to any other entity, without the prior, express, and written consent of the City. Any unauthorized assignment shall be voided and shall, at the option of City, act as termination of this Agreement.

7.10. Governmental Immunity. City does not waive governmental immunity by entering into this Contract, and specifically retains immunity and all defenses available to it pursuant to Wyo. Stat. § 1-39-104(a) and all other state laws.

7.11. 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 to create such status. The rights, duties, and obligations contained herein shall operate only between the parties and shall inure solely to their benefit. The provisions hereof are intended only to assist the parties in determining and performing their obligations under this Agreement. The parties hereto intend and expressly agree that only signatories shall have any legal or equitable right to seek enforcement, any remedy arising out of a party's performance or failure to perform any terms or conditions hereof, or to bring an action for the breach of this Agreement.

7.12. Americans with Disabilities Act. Organization shall not discriminate against a qualified individual with a disability and shall comply with the Americans with Disabilities Act, P.L. 101-336, 42 U.S.C. 12101, et seq., and/or any properly promulgated rules and regulations related thereto.

7.13. Nondiscrimination. In rendering services under this Agreement, Organization shall comply with all applicable federal, state, and local laws, rules and regulations and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, sexual orientation, or other protected status.

7.14. Kickbacks. Organization certifies and warrants that no gratuities, kickbacks, or contingency fees were paid, nor were any fees, commissions, gifts, or other considerations made in connection with or contingent upon the award of this Agreement.

7.15. Liaison and Notice. Organization's and City's Designated Representatives. All notices arising out of, or from, the provisions of this Agreement shall be in writing and given to all parties at the addresses provided in Section 7.16.01 and 7.16.02, either by mail, facsimile, e-mail, or delivery in person.

7.15.01. City's designated representative is the City Manager, whose address is P.O. Box 1030, 101 N. 4th Street, Douglas, Wyoming, 82633; telephone number (307) 358-3462; and facsimile (307) 358-6447.

7.15.02. Organization's designated representative is Marian Moats, Executive Director, whose address is 126 N. Wyoming Street, P.O. Box 100, Guernsey, Wyoming, 82214; email: mmoats@wyomingchild.org; telephone number (307) 836-2751; and facsimile (307) 836-2855.

7.15.03. If notice is given by personal delivery, notice is effective as of the date of personal delivery. If notice is given by mail or through another carrier (e.g. UPS or FedEx), notice is effective as of the day following the date of mailing or the date of delivery reflected upon a

return receipt, whichever occurs first.

7.16. Default. Any one or more of the following acts or omissions of this Agreement shall constitute an event of default hereunder (Events of Default):

7.16.01. Failure to satisfactorily perform any required task or service;

7.16.02. Failure to submit any report or provide notice required hereunder;

7.16.03. Failure to perform any other covenant or condition;

7.16.04. Failure to meet the commitments outlined in this Agreement, or the occurrence of an event which gives the City a reasonable basis to believe that the Organization will not be able to meet its commitments under the Agreement;

7.16.05. Failure to use funds in accordance with this Agreement;

7.16.06. Bankruptcy or insolvency of the Organization; or

7.16.07. Acted fraudulently or negligently or has completed an application for funding to City in a manner which could be construed as being either fraudulent, materially incorrect or materially misleading.

7.16.08. Upon the commencement of any Event of Default, the City shall give the Organization a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of notice. City may upon notice, withhold payment of the funding (or any part of it) until the Event of Default is remedied. If the Event of Default is not timely remedied, the City may treat this Agreement as breached. The City shall be immediately entitled to recover all or part of the funding paid to Organization and Organization shall pay such amount on demand to the City forthwith and pursue any of its remedies at law or in equity.

7.17. Termination. This Agreement will terminate upon a breach or default, as defined in Section 7.16 herein. Further, the Agreement will terminate upon Organization's receipt of the total amount of funds to be disbursed under this Agreement. The Parties by mutual agreement in writing may terminate this Agreement. Unless earlier terminated, this Agreement shall automatically terminate if subsequent legislation causes this Agreement to be in conflict with any law.

7.18. Insurance. It shall be the responsibility of Organization to carry a policy of commercial general liability insurance, with liability limits in an amount not less than \$1,000,000.00 per person and \$2,000,000.00 per occurrence, and shall provide the City Clerk with a copy of the certificate of commercial liability insurance for the Organization. Organization shall save and hold harmless the City and/or Assignee from any and all liability to persons for harm or injury resulting from the services performed under this Agreement.

7.19. Severability. Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of this Agreement shall continue in full force and effect and either party may attempt to re-negotiate the terms affected by the severance.

7.20. Contingency. This Agreement is contingent upon the City's approval of this Agreement and the City continuing to have sufficient funding allocated to Organization in its budget.

7.21. Signature Authority. The parties executing this Agreement certify that they have the proper authority to bind their respective entities to all terms and conditions set forth herein.

7.22. Titles Not Controlling. Titles of sections are for reference only, and shall not be used to construe the language of this Agreement.

7.23. Waiver. Any failure of a party to assert any right under this Agreement shall not constitute a waiver or a termination of that right or any provision hereof.

7.24. Time is of the Essence. Time is of the essence in all provisions of the Agreement.

IN WITNESS WHEREOF, the City Manager of the City of Douglas and the Organization has signed and executed this Contract, the day and year first written above.

CITY OF DOUGLAS, WYOMING

WYOMING CHILD & FAMILY DEVELOPMENT, INC.

By: _____
JD Cox, City Manager

By: _____
Its: _____

STATE OF WYOMING)
)
COUNTY OF CONVERSE)

Before me personally **appeared JD Cox, as City Manager of the City of Douglas**, known to me to be the person whose name is subscribed to this instrument, and acknowledged that she executed the same for the purposes therein expressed this _____ day of _____, 2025.

Witness my hand and official seal.

Notary Public

STATE OF WYOMING)
)
COUNTY OF CONVERSE)

Before me personally **appeared _____, as _____ of Wyoming Child & Family Development, Inc.**, known to me to be the person whose name is subscribed to this instrument, and acknowledged that they executed the same for the purposes therein expressed this _____ day of _____, 2025.

Witness my hand and official seal.

Notary Public



**Funding Agreement between
City of Douglas, Wyoming
&
Wyoming State Fair Foundation**

1. Parties. This Funding Agreement (hereinafter referred to as “Agreement”) is made and entered into on this _____ day of _____, 2025, by and between the **City of Douglas, Wyoming**, a municipal corporation, (hereinafter referred to as “City”) whose address is P.O. Box 1030, Douglas, Wyoming, and **Wyoming State Fair Foundation**, a Wyoming non-profit corporation (hereinafter referred to as “Organization”), doing business in Douglas, Wyoming, whose address is PO Box 98, Douglas, Wyoming, 82633.

Whereas, pursuant to WS §15-1-103(a)(xlv) the City is authorized to contract with non-profit corporations to provide human services for persons within its jurisdiction; and

Whereas, the Organization provides support and/or services to the members of the public within the City and the City Council has agreed to provide public funding as outlined within the terms and subject to the conditions set out in this Agreement.

NOW, THEREFORE, in consideration of the promises, agreement and mutual covenants made herein, it is agreed by and between the City and Organization as follows:

2. Purpose. The purpose of this Agreement is to provide Organization funding **in the amount of Twenty Thousand Dollars & 00/100 (\$20,000)** to be utilized by the Organization in accordance with the terms outlined herein.

3. Term. This Agreement will commence on July 1, 2025 and continue in force for a period of one year until June 30, 2026.

4. Payment.

4.1. City shall pay organization upon submittal of sworn vouchers invoicing expenses for services rendered during the period for which payment is claimed, with the last disbursement to be requested on or before the third Monday in July 2026. At that time, there is no continuing obligation on the part of the City to provide additional funding to Organization.

4.2. Organization shall submit to the Administrative Services Department, certified under penalty of perjury, a full itemized statement or invoice for payment in writing, including documentation verifying actual costs incurred for the invoiced period (e.g. receipts, expense report, financial statement, etc.). The City may require additional documentation which evidences that the Organization has complied with all of its responsibilities and requirements under this Agreement, including, but not limited to, those responsibilities outlined in Paragraph 5 below. Payment may not be made by the City unless and until satisfactory evidence of costs incurred have been submitted and approved. Subject to this Agreement, City will pay sum to Organization within 45 days of receipt of statement or invoice and other requested documents.

4.3. Payment of funding is conditional upon each and all of the following:

4.3.01. Organization has met each and every obligation imposed under this Agreement to the satisfaction of the City, including but not limited to submitting reports to the City.

4.3.02. City continuing to have sufficient funding allocated to Organization in its budget.

4.3.03. In the event of a Default of this Agreement as outlined in Section 7.16, City may withhold or suspend payment, in whole or part, to this Organization.

4.4. Repayment of Funding: Organization must repay City:

4.4.01. In the event of a Default or Breach of this Agreement as outlined in Section 7.17;

4.4.02. If, at any time during the term of or upon expiration or termination of this Agreement, there

remains an amount of funding that has not been expended or acquitted to City's satisfaction in accordance with this Agreement, then this amount must be refunded by the Organization to City within twenty (20) business days of a written notice from City, or dealt with as directed in writing by City. Any amount owed to City under this section will be recoverable as a debt due to City without further proof of the debt.

5. Responsibilities of Organization.

5.1. Organization shall provide all of the following basic services:

5.1.01. To ensure Foundation operations, organizational management, and report, increase Wyoming State Fair attendance, acquire a skid steer, livestream major State Fair shows, supply power to Ford Pavilion & Show Center during the State Fair, and establish scholarship fund.

5.2. Use of Funding. Organization must use the funding solely for the stated purposes; only use the funding within the funding period; and not enter into any arrangements or commitments that are incompatible or inconsistent with the purpose of the funding.

5.2.01. Allowable Uses of Funds. These funds shall be used for services described in Section 5.1. Organization shall expend all funds received under this Agreement solely for program activities as identified in accordance with eligible program costs set forth below:

5.2.01(i). Direct costs (including salaries/benefits of employees assigned to the program and any services/supplies necessary for the program).

5.2.01(ii). Indirect costs (these costs are defined by federal standards and Generally Accepted Accounting Principles for the purpose of allocating allowable indirect costs to a program).

5.2.02. Unallowable Uses of Funds. Organization shall not expend funds for:

5.2.02(i). Any costs outside the scope of the approved program;

5.2.02(ii). Personal injury compensation or damages arising out of or connected with the program;

5.2.02(iii). Fines and penalties due to violations or failure to comply with federal, state, or local laws and ordinances, and terms, provisions, conditions or commitments of this Agreement;

5.2.02(iv). Interest on bonds or other forms of indebtedness;

5.2.02(v). Any costs arising out of or attributable to the Organization's malfeasance, misfeasance, mismanagement, or negligence;

5.2.02(vi). "Buy out" of unused sick leave, vacation/administration leave time, or

5.2.02(vii). Funds shall not be used as investment funds or deposited into any type of savings account.

6. Special Provisions.

6.01. Records. Organization shall establish an official file for the program containing adequate documentation of all actions taken in the performance of the Agreement and maintain a system of accounts that complies with generally accepted accounting principles for government agencies.

6.02. Record Retention and Inspection. Organization shall retain financial, programmatic, client data and other service records for three (3) years from the date of the end of the Agreement award or for three (3) years from the date of termination, whichever is later. Authorized representatives of City, the state and/or federal government may inspect and/or audit Organization's performance, place of business and/or records pertaining to this Agreement.

6.03. Access to Books and Records. Organization agrees to permit the City or its agents access to any of Organization's books, records and accounts for the purpose of ascertaining compliance with any statutes, regulation and order, and with the terms and conditions of this Agreement. City shall follow Generally Accepted Accounting Principles or Other Comprehensive Bases of Accounting acceptable to the City in recording financial transactions. When requested by the City, Organization at its own expense shall have its annual accounting reports audited or prepared by a licensed independent accountant acceptable to the City.

7. General Provisions.

7.01. Amendments. Any mutually agreed upon change to the terms and conditions of this Agreement shall be effective only when incorporated in written amendments to this Agreement. Any verbal agreement or conversation shall be nonbinding on the City.

7.02. Applicable Law/Venue. The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming have jurisdiction over this Agreement and the parties, and the venue shall be the Eighth Judicial District, Converse County, Wyoming.

7.03. Compliance with Law. Organization represents and warrants that it has and shall continue to comply with federal, state, and local laws and regulations applicable to Organization's performance, including, but not limited to: licensing, employment and purchasing practices, wages, hours and conditions of employment. Organization warrants that it possesses current valid appropriate licensure, including, but not limited to: driver's license, professional license, certificate of tax-exempt status, or permits, required to perform the work that is required for funding under this Agreement.

7.04. Entirety of Agreement. This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

7.05. 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. 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.

7.06. Confidentiality. Organization shall abide by any and all applicable laws governing the confidentiality of information regarding clients served under this Agreement. Organization shall:

7.06.01. Prevent unauthorized disclosure of names and other client-identifying information, except for statistical information not identifying a particular client, to anyone other than the State or federal government pursuant to State or federal law.

7.06.02. Not use client specific information for any purpose other than carrying out their obligations under this Agreement.

7.07. Independent Contractor. Organization is an independent contractor and not an agent, officer, or employee of City. The parties mutually understand that this Agreement is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association with the City. As an independent contractor, Organization is not subject to the direction and control of City except as to the final result under this Agreement. Any persons employed by Organization shall be under Organization's exclusive direction, supervision, and control. Organization shall determine all conditions of employment including hours, wages, working conditions, discipline, hiring and discharging, or any other condition of employment. Organization shall assume sole responsibility for any debts or liabilities that may be incurred and for the payment of federal, state, and local taxes that may accrue in fulfilling the terms of this Agreement. Nothing in this Agreement shall be interpreted as authorizing Organization or its agents and/or employees to act as an agent or representative for or on behalf of City, or to incur any obligation of any kind on behalf of the City. City agrees that no health/hospitalization benefits, workers' compensation,

and/or similar benefits available to City employees will inure to the benefit of Organization's agents and/or employees as a result of this Agreement.

7.08. Indemnification. Organization shall indemnify, hold harmless and assume the defense of the City, its officers, employees, agents, and elective and appointive boards from all claims, losses, lawsuits, costs and expenses, including attorney's fees, cause of actions, damages, including property damages, personal injury, death and liability of every kind, directly or indirectly accruing or arising as a result of or in connection with Organization's activities in relation to this Agreement.

7.09. Assignment. Organization shall not assign this Agreement or any interest therein, or any monies received pursuant hereto, either in whole or part, to any other entity, without the prior, express, and written consent of the City. Any unauthorized assignment shall be voided and shall, at the option of City, act as termination of this Agreement.

7.10. Governmental Immunity. City does not waive governmental immunity by entering into this Contract, and specifically retains immunity and all defenses available to it pursuant to Wyo. Stat. § 1-39-104(a) and all other state laws.

7.11. 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 to create such status. The rights, duties, and obligations contained herein shall operate only between the parties and shall inure solely to their benefit. The provisions hereof are intended only to assist the parties in determining and performing their obligations under this Agreement. The parties hereto intend and expressly agree that only signatories shall have any legal or equitable right to seek enforcement, any remedy arising out of a party's performance or failure to perform any terms or conditions hereof, or to bring an action for the breach of this Agreement.

7.12. Americans with Disabilities Act. Organization shall not discriminate against a qualified individual with a disability and shall comply with the Americans with Disabilities Act, P.L. 101-336, 42 U.S.C. 12101, et seq., and/or any properly promulgated rules and regulations related thereto.

7.13. Nondiscrimination. In rendering services under this Agreement, Organization shall comply with all applicable federal, state, and local laws, rules and regulations and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, sexual orientation, or other protected status.

7.14. Kickbacks. Organization certifies and warrants that no gratuities, kickbacks, or contingency fees were paid, nor were any fees, commissions, gifts, or other considerations made in connection with or contingent upon the award of this Agreement.

7.15. Liaison and Notice. Organization's and City's Designated Representatives. All notices arising out of, or from, the provisions of this Agreement shall be in writing and given to all parties at the addresses provided in Section 7.16.01 and 7.16.02, either by mail, facsimile, e-mail, or delivery in person.

7.15.01. City's designated representative is the City Manager, whose address is P.O. Box 1030, 101 N. 4th Street, Douglas, Wyoming, 82633; telephone number (307) 358-3462; and facsimile (307) 358-6447.

7.15.02. Organization's designated representative is Rindy West, whose address is PO Box 98, Douglas, Wyoming, 82633; email: rindy.west@wyo.gov; telephone number (307) 751-3430.

7.15.03. If notice is given by personal delivery, notice is effective as of the date of personal delivery. If notice is given by mail or through another carrier (e.g. UPS or FedEx), notice is effective as of the day following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.

7.16. Default. Any one or more of the following acts or omissions of this Agreement shall constitute an event of default hereunder (Events of Default):

7.16.01. Failure to satisfactorily perform any required task or service;

7.16.02. Failure to submit any report or provide notice required hereunder;

7.16.03. Failure to perform any other covenant or condition;

7.16.04. Failure to meet the commitments outlined in this Agreement, or the occurrence of an event which gives the City a reasonable basis to believe that the Organization will not be able to meet its commitments under the Agreement;

7.16.05. Failure to use funds in accordance with this Agreement;

7.16.06. Bankruptcy or insolvency of the Organization; or

7.16.07. Acted fraudulently or negligently or has completed an application for funding to City in a manner which could be construed as being either fraudulent, materially incorrect or materially misleading.

7.16.08. Upon the commencement of any Event of Default, the City shall give the Organization a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of notice. City may upon notice, withhold payment of the funding (or any part of it) until the Event of Default is remedied. If the Event of Default is not timely remedied, the City may treat this Agreement as breached. The City shall be immediately entitled to recover all or part of the funding paid to Organization and Organization shall pay such amount on demand to the City forthwith and pursue any of its remedies at law or in equity.

7.17. Termination. This Agreement will terminate upon a breach or default, as defined in Section 7.16 herein. Further, the Agreement will terminate upon Organization's receipt of the total amount of funds to be disbursed under this Agreement. The Parties by mutual agreement in writing may terminate this Agreement. Unless earlier terminated, this Agreement shall automatically terminate if subsequent legislation causes this Agreement to be in conflict with any law.

7.18. Insurance. It shall be the responsibility of Organization to carry a policy of commercial general liability insurance, with liability limits in an amount not less than \$1,000,000.00 per person and \$2,000,000.00 per occurrence, and shall provide the City Clerk with a copy of the certificate of commercial liability insurance for the Organization. Organization shall save and hold harmless the City and/or Assignee from any and all liability to persons for harm or injury resulting from the services performed under this Agreement.

7.19. Severability. Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of this Agreement shall continue in full force and effect and either party may attempt to re-negotiate the terms affected by the severance.

7.20. Contingency. This Agreement is contingent upon the City's approval of this Agreement and the City continuing to have sufficient funding allocated to Organization in its budget.

7.21. Signature Authority. The parties executing this Agreement certify that they have the proper authority to bind their respective entities to all terms and conditions set forth herein.

7.22. Titles Not Controlling. Titles of sections are for reference only, and shall not be used to construe the language of this Agreement.

7.23. Waiver. Any failure of a party to assert any right under this Agreement shall not constitute a waiver or a termination of that right or any provision hereof.

7.24. Time is of the Essence. Time is of the essence in all provisions of the Agreement.

IN WITNESS WHEREOF, the City Manager of the City of Douglas and the Organization has signed and executed this Contract, the day and year first written above.

CITY OF DOUGLAS, WYOMING

WYOMING STATE FAIR FOUNDATION

By: _____
JD Cox, City Manager

By: _____
Its: _____

STATE OF WYOMING)
)
COUNTY OF CONVERSE)

Before me personally **appeared JD Cox, City Manager of the City of Douglas**, known to me to be the person whose name is subscribed to this instrument, and acknowledged that he executed the same for the purposes therein expressed this _____ day of _____, 2025.

WITNESS my hand and official seal.

Notary Public

STATE OF WYOMING)
)
COUNTY OF CONVERSE)

Before me personally **appeared** _____, **as** _____ **of Wyoming State Fair Foundation**, known to me to be the person whose name is subscribed to this instrument, and acknowledged that they executed the same for the purposes therein expressed this _____ day of _____, 2025.

WITNESS my hand and official seal.

Notary Public



**Funding Agreement between
City of Douglas, Wyoming
&
Youth Development Services**

1. Parties. This Funding Agreement (hereinafter referred to as “Agreement”) is made and entered into on this _____ day of _____, 2025, by and between the **City of Douglas, Wyoming**, a municipal corporation, (hereinafter referred to as “City”) whose address is P.O. Box 1030, Douglas, Wyoming, and **Youth Development Services**, a Wyoming non-profit corporation (hereinafter referred to as “Organization”), doing business in Douglas, Wyoming, whose address is 800 Jackson Street, P.O. Box 1328, Douglas, Wyoming, 82633.

Whereas, pursuant to WS §15-1-103(a)(xlv) the City is authorized to contract with non-profit corporations to provide human services for persons within its jurisdiction; and

Whereas, the Organization provides support and/or services to the members of the public within the City and the City Council has agreed to provide public funding as outlined within the terms and subject to the conditions set out in this Agreement.

NOW, THEREFORE, in consideration of the promises, agreement and mutual covenants made herein, it is agreed by and between the City and Organization as follows:

2. Purpose. The purpose of this Agreement is to provide Organization funding **in the amount of Twenty Thousand Dollars & 00/100 (\$20,000)** to be utilized by the Organization in accordance with the terms outlined herein.

3. Term. This Agreement will commence on July 1, 2025 and continue in force for a period of one year until June 30, 2026.

4. Payment.

4.1. City shall pay organization via monthly disbursements of funds, with the last disbursement to be requested on or before the third Monday in July 2026. At that time, there is no continuing obligation on the part of the City to provide additional funding to Organization.

4.2. Organization shall submit to the Administrative Services Department, certified under penalty of perjury, a full itemized statement or invoice for payment in writing, including documentation verifying actual costs incurred for the invoiced period (e.g. receipts, expense report, financial statement, etc.). The City may require additional documentation which evidences that the Organization has complied with all of its responsibilities and requirements under this Agreement, including, but not limited to, those responsibilities outlined in Paragraph 5 below. Payment may not be made by the City unless and until satisfactory evidence of costs incurred have been submitted and approved. Subject to this Agreement, City will pay sum to Organization within 45 days of receipt of statement or invoice and other requested documents.

4.3. Payment of funding is conditional upon each and all of the following:

4.3.01. Organization has met each and every obligation imposed under this Agreement to the satisfaction of the City, including but not limited to submitting reports to the City.

4.3.02. City continuing to have sufficient funding allocated to Organization in its budget.

4.3.03. In the event of a Default of this Agreement as outlined in Section 7.16, City may withhold or suspend payment, in whole or part, to this Organization.

4.4. Repayment of Funding: Organization must repay City:

4.4.01. In the event of a Default or Breach of this Agreement as outlined in Section 7.17;

4.4.02. If, at any time during the term of or upon expiration or termination of this Agreement, there remains an amount of funding that has not been expended or acquitted to City’s satisfaction in accordance with this Agreement, then this amount must be refunded by the Organization to City

within twenty (20) business days of a written notice from City, or dealt with as directed in writing by City. Any amount owed to City under this section will be recoverable as a debt due to City without further proof of the debt.

5. Responsibilities of Organization.

5.1. Organization shall provide all of the following basic services:

5.1.01. A portion of funds will be used for costs exceeding the Wyoming Department of Family Services Crisis Shelter Grant, which provides two crisis shelter beds at the group home; and

5.1.02. Remainder of funds will be used to support all program services and operations, including food and clothing for youth; utilities; maintenance; equipment repair/replacement; employee wages/training.

5.2. Use of Funding. Organization must use the funding solely for the stated purposes; only use the funding within the funding period; and not enter into any arrangements or commitments that are incompatible or inconsistent with the purpose of the funding.

5.2.01. Allowable Uses of Funds. These funds shall be used for services described in Section 5.1. Organization shall expend all funds received under this Agreement solely for program activities as identified in accordance with eligible program costs set forth below:

5.2.01(i). Direct costs (including salaries/benefits of employees assigned to the program and any services/supplies necessary for the program).

5.2.01(ii). Indirect costs (these costs are defined by federal standards and Generally Accepted Accounting Principles for the purpose of allocating allowable indirect costs to a program).

5.2.02. Unallowable Uses of Funds. Organization shall not expend funds for:

5.2.02(i). Any costs outside the scope of the approved program;

5.2.02(ii). Personal injury compensation or damages arising out of or connected with the program;

5.2.02(iii). Fines and penalties due to violations or failure to comply with federal, state, or local laws and ordinances, and terms, provisions, conditions or commitments of this Agreement;

5.2.02(iv). Interest on bonds or other forms of indebtedness;

5.2.02(v). Any costs arising out of or attributable to the Organization's malfeasance, misfeasance, mismanagement, or negligence;

5.2.02(vi). "Buy out" of unused sick leave, vacation/administration leave time, or

5.2.02(vii). Funds shall not be used as investment funds or deposited into any type of savings account.

6. Special Provisions.

6.01. Records. Organization shall establish an official file for the program containing adequate documentation of all actions taken in the performance of the Agreement and maintain a system of accounts that complies with generally accepted accounting principles for government agencies.

6.02. Record Retention and Inspection. Organization shall retain financial, programmatic, client data and other service records for three (3) years from the date of the end of the Agreement award or for three (3) years from the date of termination, whichever is later. Authorized representatives of City, the state and/or federal government may inspect and/or audit Organization's performance,

place of business and/or records pertaining to this Agreement.

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7.01. Amendments. Any mutually agreed upon change to the terms and conditions of this Agreement shall be effective only when incorporated in written amendments to this Agreement. Any verbal agreement or conversation shall be nonbinding on the City.

7.02. Applicable Law/Venue. The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming have jurisdiction over this Agreement and the parties, and the venue shall be the Eighth Judicial District, Converse County, Wyoming.

7.03. Compliance with Law. Organization represents and warrants that it has and shall continue to comply with federal, state, and local laws and regulations applicable to Organization's performance, including, but not limited to: licensing, employment and purchasing practices, wages, hours and conditions of employment. Organization warrants that it possesses current valid appropriate licensure, including, but not limited to: driver's license, professional license, certificate of tax-exempt status, or permits, required to perform the work that is required for funding under this Agreement.

7.04. Entirety of Agreement. This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

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7.06. Confidentiality. Organization shall abide by any and all applicable laws governing the confidentiality of information regarding clients served under this Agreement. Organization shall:

7.06.01. Prevent unauthorized disclosure of names and other client-identifying information, except for statistical information not identifying a particular client, to anyone other than the State or federal government pursuant to State or federal law.

7.06.02. Not use client specific information for any purpose other than carrying out their obligations under this Agreement.

7.07. Independent Contractor. Organization is an independent contractor and not an agent, officer, or employee of City. The parties mutually understand that this Agreement is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association with the City. As an independent contractor, Organization is not subject to the direction and control of City except as to the final result under this Agreement. Any persons employed by Organization shall be under Organization's exclusive direction, supervision, and control. Organization shall determine all conditions of employment including hours, wages, working conditions, discipline, hiring and discharging, or any other condition of employment. Organization shall assume sole responsibility for any debts or liabilities that may be incurred and for the payment of federal, state, and local taxes that may accrue in fulfilling the terms of this Agreement. Nothing in this Agreement shall be interpreted as authorizing Organization or its agents and/or employees to act as an agent or representative for or on behalf of City, or to incur any obligation of any kind on

behalf of the City. City agrees that no health/hospitalization benefits, workers' compensation, and/or similar benefits available to City employees will inure to the benefit of Organization's agents and/or employees as a result of this Agreement.

7.08. Indemnification. Organization shall indemnify, hold harmless and assume the defense of the City, its officers, employees, agents, and elective and appointive boards from all claims, losses, lawsuits, costs and expenses, including attorney's fees, cause of actions, damages, including property damages, personal injury, death and liability of every kind, directly or indirectly accruing or arising as a result of or in connection with Organization's activities in relation to this Agreement.

7.09. Assignment. Organization shall not assign this Agreement or any interest therein, or any monies received pursuant hereto, either in whole or part, to any other entity, without the prior, express, and written consent of the City. Any unauthorized assignment shall be voided and shall, at the option of City, act as termination of this Agreement.

7.10. Governmental Immunity. City does not waive governmental immunity by entering into this Contract, and specifically retains immunity and all defenses available to it pursuant to Wyo. Stat. § 1-39-104(a) and all other state laws.

7.11. 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 to create such status. The rights, duties, and obligations contained herein shall operate only between the parties and shall inure solely to their benefit. The provisions hereof are intended only to assist the parties in determining and performing their obligations under this Agreement. The parties hereto intend and expressly agree that only signatories shall have any legal or equitable right to seek enforcement, any remedy arising out of a party's performance or failure to perform any terms or conditions hereof, or to bring an action for the breach of this Agreement.

7.12. Americans with Disabilities Act. Organization shall not discriminate against a qualified individual with a disability and shall comply with the Americans with Disabilities Act, P.L. 101-336, 42 U.S.C. 12101, et seq., and/or any properly promulgated rules and regulations related thereto.

7.13. Nondiscrimination. In rendering services under this Agreement, Organization shall comply with all applicable federal, state, and local laws, rules and regulations and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, sexual orientation, or other protected status.

7.14. Kickbacks. Organization certifies and warrants that no gratuities, kickbacks, or contingency fees were paid, nor were any fees, commissions, gifts, or other considerations made in connection with or contingent upon the award of this Agreement.

7.15. Liaison and Notice. Organization's and City's Designated Representatives. All notices arising out of, or from, the provisions of this Agreement shall be in writing and given to all parties at the addresses provided in Section 7.16.01 and 7.16.02, either by mail, facsimile, e-mail, or delivery in person.

7.15.01. City's designated representative is the City Manager, whose address is P.O. Box 1030, 101 N. 4th Street, Douglas, Wyoming, 82633; telephone number (307) 358-3462; and facsimile (307) 358-6447.

7.15.02. Organization's designated representative is Treni Kusters, Business Manager, whose address is 800 Jackson Street, P.O. Box 1328, Douglas, Wyoming, 82633; email: Tkusters@1968@gmail.com; telephone number (307) 358-4847.

7.15.03. If notice is given by personal delivery, notice is effective as of the date of personal delivery. If notice is given by mail or through another carrier (e.g. UPS or FedEx), notice is effective as of the day following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.

7.16. Default. Any one or more of the following acts or omissions of this Agreement shall constitute an

event of default hereunder (Events of Default):

7.16.01. Failure to satisfactorily perform any required task or service;

7.16.02. Failure to submit any report or provide notice required hereunder;

7.16.03. Failure to perform any other covenant or condition;

7.16.04. Failure to meet the commitments outlined in this Agreement, or the occurrence of an event which gives the City a reasonable basis to believe that the Organization will not be able to meet its commitments under the Agreement;

7.16.05. Failure to use funds in accordance with this Agreement;

7.16.06. Bankruptcy or insolvency of the Organization; or

7.16.07. Acted fraudulently or negligently or has completed an application for funding to City in a manner which could be construed as being either fraudulent, materially incorrect or materially misleading.

7.16.08. Upon the commencement of any Event of Default, the City shall give the Organization a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of notice. City may upon notice, withhold payment of the funding (or any part of it) until the Event of Default is remedied. If the Event of Default is not timely remedied, the City may treat this Agreement as breached. The City shall be immediately entitled to recover all or part of the funding paid to Organization and Organization shall pay such amount on demand to the City forthwith and pursue any of its remedies at law or in equity.

7.17. Termination. This Agreement will terminate upon a breach or default, as defined in Section 7.16 herein. Further, the Agreement will terminate upon Organization's receipt of the total amount of funds to be disbursed under this Agreement. The Parties by mutual agreement in writing may terminate this Agreement. Unless earlier terminated, this Agreement shall automatically terminate if subsequent legislation causes this Agreement to be in conflict with any law.

7.18. Insurance. It shall be the responsibility of Organization to carry a policy of commercial general liability insurance, with liability limits in an amount not less than \$1,000,000.00 per person and \$2,000,000.00 per occurrence, and shall provide the City Clerk with a copy of the certificate of commercial liability insurance for the Organization. Organization shall save and hold harmless the City and/or Assignee from any and all liability to persons for harm or injury resulting from the services performed under this Agreement.

7.19. Severability. Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of this Agreement shall continue in full force and effect and either party may attempt to re-negotiate the terms affected by the severance.

7.20. Contingency. This Agreement is contingent upon the City's approval of this Agreement and the City continuing to have sufficient funding allocated to Organization in its budget.

7.21. Signature Authority. The parties executing this Agreement certify that they have the proper authority to bind their respective entities to all terms and conditions set forth herein.

7.22. Titles Not Controlling. Titles of sections are for reference only, and shall not be used to construe the language of this Agreement.

7.23. Waiver. Any failure of a party to assert any right under this Agreement shall not constitute a waiver or a termination of that right or any provision hereof.

7.24. Time is of the Essence. Time is of the essence in all provisions of the Agreement.

IN WITNESS WHEREOF, the City Manager of the City of Douglas and the Organization has signed and executed this Contract, the day and year first written above.

CITY OF DOUGLAS, WYOMING

YOUTH DEVELOPMENT SERVICES

By: _____
JD Cox, City Manager

By: _____
Its: _____

STATE OF WYOMING)
)
COUNTY OF CONVERSE)

Before me personally **appeared JD Cox, City Manager of the City of Douglas**, known to me to be the person whose name is subscribed to this instrument, and acknowledged that he executed the same for the purposes therein expressed this _____ day of _____, 2025.

Witness my hand and official seal.

Notary Public

STATE OF WYOMING)
)
COUNTY OF CONVERSE)

Before me personally **appeared** _____, **as** _____ **of Youth Development Services**, known to me to be the person whose name is subscribed to this instrument, and acknowledged that they executed the same for the purposes therein expressed this _____ day of _____, 2025.

Witness my hand and official seal.

Notary Public

**MEMORANDUM OF LEASE
BETWEEN THE CITY OF DOUGLAS, WYOMING AND
HELPING HANDS MINISTRIES, INC.**

WHEREAS, the City is the owner of Real Property hereinafter described;

WHEREAS, Helping Hands Ministries Inc. (HHMI) is the owner of a building and accessory buildings located on City's Real Property.

WHEREAS, HHMI desires to lease the Real Property from the City for access to their building and accessory buildings.

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

1. **PARTIES**: This Memorandum of Lease (hereinafter referred to as "Lease") is made and entered into this _____ day of July, 2025, by and between the CITY OF DOUGLAS, WYOMING, a municipal corporation, P.O. Box 1030, Douglas, Wyoming 82633 (hereinafter referred to as "City"), and HELPING HANDS MINISTRIES, INC., a Wyoming non-profit corporation, P.O. Box 163, Douglas, Wyoming 82633 (hereinafter referred to as "Lessee").

2. **LEASED PREMISES**: The City does hereby lease, let, and demise unto Lessee the following Real Property located within the City of Douglas, Converse County, Wyoming, to-wit:

Beginning at the Northwest corner of the North one-half Northwest one-quarter, Southeast one-quarter of Section 9, Township 32 North, Range 71 West of the 6th P.M.; center of said Section 9; thence East on the East and West center line 159.0 feet to the actual point of beginning; thence continuing East along said line, 141.0 feet to a point; thence South and parallel to the north and center line, 300.0 feet; thence West and parallel to the said East and West center line, 141.0 feet; thence North and parallel to the said North and South center line, 300.0 feet to the actual point of beginning, said tract of land containing .97 acres, more or less.

hereinafter referred to as "Leased Premises" for the location of Lessee's Building.

3. **TERM**: The term of this Lease shall be for a period of one (1) year, commencing July 1, 2025, and ending June 30, 2026.

4. **PAYMENT**. There shall be no rent paid by Lessee to City for the time period of this Lease in exchange for Lessee's operation of the Lessee's building located on the Leased Premises as a non-profit for those in need in the community of the City and Lessee being responsible for all associated costs for the operation of such non-profit and maintenance of Lessee's building and the maintenance of Leased Premises as described in the Lease herein.

5. **POSSESSION AND USE**: The Lessee shall take full possession of the above-described and demised Leased Premises upon the commencement of the Lease. The use and occupancy of Lessee's building located on Leased Premises shall be for a non-profit and other stores for the benefit of those in need in the community and no other use shall be permitted in Lessee's building without the prior written consent of the City. The Lessee shall not allow the Leased Premises to be used for any purpose that will increase the insurance rate thereon.

6. **SUBLEASE**. Lessee, with Lessor's prior written consent, may assign, mortgage, pledge, or encumber this lease agreement or sublet the Leased Premises in whole or in part, or permit the Leased Premises or Lessee's Building to be used or occupied by others. The consent by Lessor to an assignment, mortgage, pledge, or transfer shall not be construed to relieve Lessee from obtaining the express written consent of Lessor to any future transfer of interest.

7. **TAXES**: All taxes assessed against Lessee's building located on Leased Premises, if any, together with all taxes, if any, on stock, furniture, fixtures, equipment within Lessee's Building belonging to the Lessee shall be paid by the Lessee.

8. UTILITIES: The Lessee shall pay all costs, including but not limited to monthly charges, connection fees, hook-ups, repairs and maintenance for all utilities used upon Lessee's Building.

9. ALTERATIONS AND IMPROVEMENTS: Minor improvements and alterations to Lessee's building, as desired by the Lessee in the provision of its services and which do not affect or damage the Leased Premises described herein, may be made by the Lessee only after consent of the City in writing, and such alterations and additions which cannot be moved without damage to the Leased Premises shall become the Leased Premises of the City. It is agreed that the improvements and alterations contemplated by this paragraph shall be at the sole cost and expense of the Lessee.

10. MAINTENANCE OF PREMISES:

10.1 Current repairs and maintenance made necessary by use and occupancy of the Lessee's Building shall be promptly made by the Lessee at its own expense. Lessee agrees to maintain the lawn and shrub areas, including watering, mowing, weed control and fertilization. The Lessee shall be responsible for any damage to the Leased Premises occasioned by and resulting from the Lessee's use of Lessee's Building on the Leased Premises and/or Leased Premises and that of the Lessee's agents, servants or employees. The Lessee shall maintain the Leased Premises and Lessee's building in such condition as to avoid harm or injury to any member of the public, and shall prevent the accumulation of waste which might constitute a hazard. During the term hereof, Lessee shall keep the Leased Premises and Lessee's building in good repair. In the event of the destruction of Lessee's Building by any force major or natural calamity not occasioned by the act or omission of the Lessee, its agents or servants, resulting in the discontinuance of the provision of services upon the premises by the Lessee, then and in such event, the Lessee's obligation to lease said Leased Premises shall terminate and the City shall have the option of terminating this lease in its entirety. In the event the Lessee shall elect to repair Lessee's Building located on Leased Premises, then and in such event, the Lessee shall resume the lease of said Leased Premises upon completion of said repairs.

11. INSURANCE. Lessee shall maintain the following insurance:

11.01. PERSONAL PROPERTY. It shall be the responsibility of Lessee to insure Lessee's building located on Leased Premises against loss or damage by fire, theft or other casualty.

11.02. LEASED PREMISES LIABILITY. Lessee shall also carry a policy of commercial general liability insurance for its use of its Building, with liability limits in an amount of not less than \$1,000,000.00 per person and \$2,000,000.00 per occurrence. Said insurance shall be underwritten by an insurance company authorized to do business within the State of Wyoming and shall be in a form acceptable to the City. Lessee shall provide the City with a copy of the certificate for Lessee's Building liability insurance each year of the term of this Lease. Lessee shall save and hold harmless the City and/or Assignee from any and all liability to persons for harm or injury resulting to them or their Building by reason of their presence upon or use of the Leased Premises in the course of the use and occupancy thereof by the Lessee.

12. INSPECTION PRIVILEGES: The City or its agents shall at all reasonable times have free access to the above-described Leased Premises for purposes of examining the same and for any other purposes consistent with the provisions of this Lease.

13. DEFAULT:

13.01. EVENTS OF DEFAULT. Any one or more of the following acts or omissions of the Lessee shall constitute an event of default hereunder (Events of Default).

13.01.01 Failure to operate Lessee's Building on Leased Premises for the stated purposes;

13.01.02. Failure to perform any task or service required by this Lease satisfactorily or on schedule;

13.01.03. Failure to perform any other covenant or condition of this Lease including but not limited to maintenance, repair, use and occupancy of the Leased Premises and/or Lessee's Building, shall constitute a default hereunder.

13.02 NOTICE. In the event of such default, the City shall give the Lessee written notice thereof by depositing in the United States Mail, addressed to the Lessee, postage prepaid, registered or certified mail, and the Lessee shall have thirty (30) days from and after the mailing of such notice to cure said default, and failing this, the City may, at its option, declare this lease terminated, canceled and at an end, and may enter upon the premises at any time, with or without notice of process of law, and dispossess the Lessee, using such force as may be reasonable in the premises. In the event the Lessee fails to promptly surrender the Leased Premises upon such default or upon expiration of this lease, it shall be guilty of unlawful detainer under the statutes. Further, in the event of such default, the Lessee shall be liable to City or Assignee for any damage to the premises occasioned by its occupancy or the acts constituting default.

14. CONSENT OF ASSIGNMENT. Lessee hereby acknowledges that the City may assign its rights and obligations under this Lease to any other entity and consents to the assignment of the City's right, title and interest of Lease to any other entity. The Lessee shall remain fully liable for the responsibilities, obligations and performance of the covenants under this lease.

15. NO ENCUMBRANCES. A pledge, mortgage or other security interest may not be executed by Lessee which impairs or encumbers the City's interests in this Lease or any leasehold improvements without the approval of the City. Such approval shall not be unreasonably withheld by the City.

16. BENEFIT: This lease and all of its terms, provisions and conditions shall be binding upon and inure to the benefit of the parties hereto, their heirs, successors, administrators, executors and assigns.

17. GENERAL PROVISIONS.

17.01. AMENDMENTS. Any changes, modifications, revisions or amendments to this Lease which are mutually agreed upon by the parties to this Lease shall be incorporated by written instrument, executed and signed by all parties to this Lease.

17.02. APPLICABLE LAW/VENUE. The construction, interpretation and enforcement of this Lease shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Lease and the parties, and the venue shall be the Eighth Judicial District, Converse City, Wyoming.

17.03. ENTIRETY OF LEASE. This Lease, consisting of SIX (6) pages represents the entire and integrated Lease between the parties and supersedes all prior negotiations, representations, and Leases, whether written or oral.

17.04. FORCE MAJEURE. Neither party shall be liable for failure to perform under this Lease 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. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.

17.05 ASSUMPTION OF RISK/INDEMNIFICATION. Lessee shall assume all risks and liabilities, whether or not covered by insurance, for loss or damages to the Leased Premises and/or Lessee's Building, in any manner arising out of or incident to Lessee's possession, use, enjoyment, operation or condition of the Leased Premises, whether such injuries or death result with respect to agents or employees of Lessee or of third parties, and whether

such property damage is to Lessee, Lessee's Building, City Leased Premises, Assignee or the property of others. Lessee assumes responsibility for and against to indemnify, protect, save and hold harmless City or Assignee from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, costs and expenses (including reasonable attorney's fees) and negligence of whatever kind and nature, imposed on, incurred by, or asserted against City or Assignee which in any way relates or arises out of Lessee's possession, use, enjoyment, operation, or condition of the Leased Premises or Lessee's Building unless caused solely and intentionally by City or its agents. This covenant shall survive the termination of this Lease. Specifically, Lessor is not liable for any damages or injury caused by or from any casualty, including, but not limited to, electrical wiring, plumbing, water, gas of Lessee's building and snow or ice on Leased Premises and Lessee's negligence. Lessor is not liable for any damages or injury to the occupants, guests or invitees of Lessee Building or Leased Premises resulting from any accident occurring on any part of the Leased Premises or Lessee's Building. Lessor shall not be liable for any theft from the dwelling or other injury on the Lessee's Building or the Leased Premises of Lessee, his or her family, guests, agent, or invitees.

17.06. INDEMNIFICATION. Lessee shall release, indemnify, and hold harmless the City, the Lessor, and their officers, agents, employees, successors and assignees from any cause of action, or claims or demands arising out of Lessee's performance under this Lease.

17.07. GOVERNMENT IMMUNITY. City does not waive government immunity by entering into this Lease, and specifically retains immunity and all defenses available to them as sovereigns pursuant to Wyo. Stat. § 1-39-104(a) and all other state law.

17.08. 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 Lease shall not be construed so as to create such status. The rights, duties and obligations contained in this Lease shall operate only between the parties to this Lease, and shall inure solely to the benefit of the parties to this Lease. The provisions of this Lease are intended only to assist the parties in determining and performing their obligations under this Lease. The parties to this Lease intend and expressly agree that only parties signatory to this Lease shall have any legal or equitable right to seek to enforce this Lease, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Lease, or to bring an action for the breach of this Lease.

17.09. LIAISON AND NOTICE - LESSEE OR CITY'S DESIGNATED REPRESENTATIVES. All notices arising out of, or from, the provisions of this Lease shall be in writing and given to all parties at the address provided under this Lease, either by regular mail, facsimile, e-mail, or delivery in person.

17.09.01. City's designated representative is the City Manager, telephone number (307) 358-3462 and facsimile (307) 358-6447 and whose address is P.O. Box 1030, Douglas, Wyoming 82633.

17.09.02. Lessee's designated representative is its HHMI Board President, telephone number: (307) 358-2580, whose address is P.O. Box 163, Douglas, Wyoming 82633.

17.09.03. All notices and invoices required in this Lease shall be in writing, properly addressed to the liaison above, and mailed first-class, postage pre-paid. All notices sent via U.S. Postal Services are deemed effective on the date of the postmark. Notices and invoices mailed through another carrier (e.g., UPS or FedEx) are effective upon receipt.

17.10. UNLAWFUL OR DANGEROUS ACTIVITY. Lessee shall neither use nor occupy the Leased Premises or Lessee’s Building or any part thereof for any unlawful, disreputable, or ultra-hazardous business purpose nor operate or conduct business in a manner constituting a nuisance of any kind. Lessee shall immediately, upon notification of any unlawful, disreputable, or ultra-hazardous use, or nuisance, take action to halt such activity. Lessee further agrees that the Leased Premises and Lessee’s Building shall not be used for any activity illegal under any applicable law or regulation.

17.11. SEVERABILITY. Should any portion of this Lease be judicially determined to be illegal or unenforceable, the remainder of this Lease shall continue in full force and effect and either party may attempt to re-negotiate the terms affect by the severance.

17.12. TITLES NOT CONTROLLING. Titles of paragraphs are for reference only, and shall not be used to construe the language in this Lease.

17.13. WAIVER. The failure of Lessor to insist on a strict performance of any of the terms and conditions hereof shall not be deemed a waiver of the rights or remedies that Lessor may have regarding that specific term or condition nor deemed a waiver of any prior or subsequent breach. If a term in this Lease Agreement is determined to be illegal, then the rest of this Lease Agreement shall remain in full force and effect and shall be binding upon Lessor and Lessee.

17.14. TIME IS OF THE ESSENCE. Time is of the essence in all provisions of the Lease.

DATED the day and year first above written.

CITY OF DOUGLAS
“City”

HELPING HANDS
MINISTRIES, INC.,
“Lessee”

By: _____
Kim Pexton, Mayor

By: _____
Its _____

Attest:

Devon Litzsinger, Deputy City Clerk

STATE OF WYOMING)
) ss
CITY OF CONVERSE)

The foregoing Memorandum of Lease was acknowledged before me this ____ day of _____, 20__, by _____, as _____ of Helping Hands Ministries, Inc.

Witness my hand and official seal.

Notary Public

STATE OF WYOMING)
) ss
COUNTY OF CONVERSE)

The foregoing Memorandum of Lease between the City of Douglas, Wyoming and Helping Hands Ministries, Inc. was acknowledged before me this ____ day of _____

_____, 20____, by Kim Pexton, to me known, who, being by me duly sworn, did say that he is the Mayor of the City of Douglas, Wyoming, and that the foregoing instrument was signed and sealed on behalf of said municipality by authority of its Governing Body and said Mayor acknowledged said instrument to be the free act and deed of said municipal corporation.

Witness my hand and official seal.

Notary Public

**CONVERSE COUNTY TOURISM PROMOTION BOARD
REGULAR MEETING**

Board members: Jane Garber (6/2026, At Large) (1st full term)
J.D. Cox (6/2026, Douglas) (1st full term)
Candace Benedetta (11/2025, Glenrock) (partial)
Jenn Anderson (6/2027, Douglas) (1st full term)
Victor LeGloahec (6/2025, County) (1st full term)
Mitch McElwain (6/2025, County) (1st full term)
John Rabun (6/2027, Douglas) (1st full term)
Laurie Boner (6/2026, Glenrock) (partial)
Kris Mitchell (6/2027, County) (1st full term)

Date: April 22, 2025

Attendance Sheet:

Board Members

Jane Garber
Candace Benedetta
Kris Mitchell
Jenn Anderson
Mitch McElwain
Laurie Boner
Victor LeGloahec
John Rabun
Mitch McElwain

Guests

Cathy Feezer-Jones, CCTPB Administrator
Anna McClure, CCTPB Assistant Administrator
Courtney Hinds, State Fair
Kota Provence, State Fair
Glen Gardner, Wyoming State Tourism via zoom
Macey Moore, Octoberfest
Kelly Jestes, Octoberfest
Toby Spence, OECC
Emma Waters, OECC
Angel Del Campo, DPD
Sean Leman, DPD
Jen Goodwin, The Enterprise
Rindy West, WSF Foundation via zoom

Call to order: Jane Garber called the meeting to order @ 5:27 p.m. and noted that a quorum was present.

Location: The Club, Douglas

Grants:

- **Ride, Row, Run, the Outdoor Enthusiasts of Converse County requested \$2,000 for the Annual Ride, Row, Run event June 14th.** The event is an adventure-style competition open to individuals and teams, featuring three legs: an 18-mile bike ride, a 4-mile paddle and a 3.5-mile run. A motion was made to approve the request.
Motion: Kris Mitchell Seconded: John Rabun Motion: Carried
- **First Responders Freedom Fest, the Enterprise & Douglas Police Department requested \$2,979.50 for the 6th Annual First Responders Freedom Fest & 5K, July 4th.** This free, family-friendly event to honor first responders, to be held in Washington Park, Douglas. A motion was made to approve the request.
Motion: John Rabun Seconded: Mitch McElwain Motion: Carried Abstained: Jenn Anderson
- **Jackalope Square Farmers Market, Main Street Douglas requested \$1,820 for Jackalope Square Farmers Market to be held Aug 9, 23, 31, Sep 6, 13.** A motion was made to approve the request.
Motion: Candace Benedetta Seconded: John Rabun Motion: Carried Abstained: Jenn Anderson

- **Wyoming State Fair Parade, the Enterprise requested \$3,550 for the Wyoming State Fair Parade to be held August 16, 2025.** A motion was made to approve the request.
Motion: John Rabun Seconded: Kris Mitchell Motion: Carried Abstained: Jenn Anderson
- **Douglas Oktoberfest 2025, the Enterprise requested \$4,967.50 for Douglas Oktoberfest 2025, September 20, 2025.** A motion was made to approve the request.
Motion: Victor LeGloahec Seconded: John Rabun Motion: Carried Abstained: Jenn Anderson
- **Wyoming State Fair Foundation requested \$20,000 for the Fundraising Concert to be held Friday, August 15 during the Wyoming State Fair.** A motion was made to approve \$5,000 at this time and revisit the request at the next meeting.
Motion: Victor LeGloahec Seconded: John Rabun Motion: Carried Abstained: Laurie Boner

State Fair Report:

- Courtney Hinds, WSF discussed the many events and renovation projects going on at the Wyoming State Fairgrounds. The WSF is working on expanding their Master Plan.
- Kota Provence, WSF asked everyone to remember to submit their favorite picture and Wyoming State Fair memory.

Sagebrush Marketing Report:

- Jen Womack reported via email on the Spring Every Door Direct Mailer, Jackalope sticker marketing campaign, May table tents and the monthly Media report.

Previous Month's Minutes: Minutes from March 2025 meeting presented. Motion to approve the minutes as presented was made by Candace Benedetta, seconded by Mitch McElwain, the motion carried.

Financial Report: Invoices paid in the amount of **\$48,809.98**. Motion to approve.
Motion: Laurie Boner Seconded: Victor LeGloahec Motion: Carried

Administrator Report:

- Cathy Feezer-Jones, Administrator reported on the last months administrative tasks.

Old Business:

- Welcome bags – a prof of the welcome bag design was shared; the board would like Cathy to get pricing on the production of the bags.
- By-law amendment review – Discussion ensued pertaining to the email sent by JD to board members. Jane asked that board members send her any corrections they have found.

New Business:

- No new business was presented.

Public Comments: No public comments were made.

Next Meetings:

May 27, 2025 at the Paleon Museum in Glenrock at 5:30pm.
June 24, 2025 at the Ruthe James Conference Center in Douglas at 5:30pm
July 22, 2025 at the Ruthe James Conference Center in Douglas at 5:30pm.

Adjournment: There being no further business, the meeting was adjourned @ 8:16 pm.

Submitted to file by: Kris Mitchell, Secretary.

**CONVERSE COUNTY TOURISM PROMOTION BOARD
REGULAR MEETING**

Board members: Jane Garber (6/2026, At Large) (1st full term)
J.D. Cox (6/2026, Douglas) (1st full term)
Candace Benedetta (11/2025, Glenrock) (partial)
Jenn Anderson (6/2027, Douglas) (1st full term)
Victor LeGloahec (6/2025, County) (1st full term)
Mitch McElwain (6/2025, County) (1st full term)
John Rabun (6/2027, Douglas) (1st full term)
Laurie Boner (6/2026, Glenrock) (partial)
Kris Mitchell (6/2027, County) (1st full term)

Date: May 27, 2025

Attendance Sheet:

Board Members

Jane Garber
Candace Benedetta
Mitch McElwain
Laurie Boner
Jenn Anderson
Kris Mitchell

Guests

Cathy Feezer-Jones, CCTPB Administrator
Anna McClure, CCTPB Administrative Assistant
Jarred Robles, State Fair
Kim Martin – Elevate Glenrock

Call to order: Jane Garber called the meeting to order @ 6:00 p.m. and noted that a quorum was present.

Location: Paleon Museum, Glenrock

Grants:

- **Douglas Volunteer Fire Department requested \$3000 for Demo Derby at the Wyoming State Fair.**
Request was withdrawn – Douglas Volunteer Fire Department is not a non-profit organization.

State Fair Report:

- Jarred Robles, WSF discussed the many construction projects going on at the Wyoming State Fairgrounds. Volunteer days will take place on May 30th and June 21st to help get the grounds ready for summer.

Sagebrush Marketing Report:

- Jen Womack reported via email on key marketing developments and the performance of the marketing campaigns throughout the state.

Previous Month's Minutes: Minutes from April meeting presented. Motion to approve the April meeting minutes addition was made by Candace Benedetta and seconded by Jenn Anderson. The motion carried

Financial Report: Invoices presented in the amount of \$36,464.66. Discussion of invoice in the amount of \$2,542 from Visitors Center: Douglas Railroad Museum ensued. Motion to approve payment of invoices in the amount of **\$33,922.66** excluding the invoice from the Visitors Center was made by Laurie Boner and seconded by Candace Benedetta. The motion carried.

Administrator Report:

- Cathy Feezer-Jones, Administrator gave a report on the International Roundup that she attended in Rapid City. She also reported on several bill boards available for rent through YesCo.

A report was also given on the Converse County Welcome bags. A motion for Cathy to inquire and get a debit card with a limit of \$4,500 from Converse County Bank was made by Candace Benedetta and seconded by Mitch McElwain. The motion carried.

Old Business:

- By-Laws review. The By-Law corrections were reviewed.

New Business:

- Douglas Visitor Center – Railroad Museum – Jenn presented a request from the Enterprise to reallocate approved funds. Discussion ensued. A motion was made NOT to reallocate the funds at this time, motion made by Candace Benedetta seconded by Laurie Boner, the motion carried. Jenn Anderson recues.
- Selection of Budget Committee. Appointed budget committee will be Candace Benedetta, Jane Garber, Mitch McElwain, Kris Mitchell.
- A motion was made for the proposed 2026 fiscal budget to be 120% of the current fiscal 2025 budget. Motion made by Candace Benedetta, seconded by Laurie Boner, the motion carried.

Public Comments:

No Public comments were made.

Next Meetings:

June 24, 2025 at the Ruthe James Conference Center in Douglas at 5:30pm

July 22, 2025 at the Ruthe James Conference Center in Douglas at 5:30pm.

August 26, 2025 at the Town Square in Glenrock at 5:30 pm.

Adjournment: There being no further business, the meeting was adjourned @ 7:45 pm.

Submitted to file by: Kris Mitchell, Secretary.

Arts & Culture Board of Trustees:

Board Members

Chair: Jenna Rose
Vice Chair: Richard Burk
Secretary: Shea Burke
Betsy Varland

Michele Carter
Baylea Senger
Sharon Tuckey
City Staff: Clara Chaffin

Meeting Called To Order at 5:30pm for 6/25/2025

Attendees

- **Board:** Michele, Richard, Sharon, Jenna, Baylea
- **Absent Board:** Shea, Betsy
- **City:** Heidi
- **Guests:** None

Introductions

None

Approval of Agenda

- **Motion:** Michele
- **Second:** Richard
- **Discussion:** None
- **Vote:** 5 Yay/ 0 Nay, # of members absent 2

Approval of May 28 Meeting Minutes

- **Motion:** Michele
- **Second:** Sharon
- **Discussion:** None
- **Vote:** 5 Yay/ 0 Nay, # of members absent 2

Financial Report

Heidi reports the following expenditures have been approved and "spent":

Buffalo Mural \$12,200

Railroad Mural \$2,500

Sealant for murals \$1,500

Booths at the Children's Entrepreneurship \$200

Motion to approve the financial report and modifications

- **Motion:** Richard
- **Second:** Michele
- **Discussion:** None
- **Vote:** 5 Yay/ 0 Nay, # of members absent

Discussion Bullet Points

A. Project Updates and Project Action Items

- a. Action items update from previous board meeting
- b. FY25 projects updates
 - i. Library Arts/Culture Education Event - Betsy
 - 1. Betsy emailed that Heather at the library is interested in coming to one of our meetings to see how we can partner in the future
 - ii. RR Days Children's Entrepreneurship Market - Jenn
 - 1. Jenn reports that the event and the new railroad mural event went very well
 - iii. Metal Mammoth
 - 1. The mammoth is currently at the Railroad Museum
 - 2. Discussion about having it on a float during the state fair parade

B. Old Business

- a. Board Application
 - i. No new applicants.

C. New Business

- a. FY26 Budget and Projects
 - i. The FY26 budget was approved with no objections
 - ii. Reviewed the FY26 projects
 - 1. The metal creatures have been started with the Boys & Girls Club and Richard
 - a. Richard will plan to pour the aluminum by August 19
 - b. Once we know how many we want and the size, we can start coming up with a plan on where to place them in the community
 - c. We will need permission and interest forms from property owners if we find a building we want to put the sculptures on
 - 2. Pant by # mural
 - a. It was discussed that we could come up with 2-4 concepts that the community could vote on
 - b. Mural would be complete in summer of 2026
 - 3. Bridge Art
 - a. It was discussed that we would need WYDOT approval for any projects in that area
 - 4. Children's Arts Education
 - a. We need to develop the criteria
 - 5. Electric Box Wraps
 - a. Discussion around determining which boxes and who owns them
 - b. Discussion around having a contest to find one winner to do all five boxes or having different artists per box is also an option

D. Other discussions

- a. Discussion around having our own Arts & Culture FB page, we would need to talk to the PR staff member at the City

Next Meeting Date: July 23, 2025

Adjourn:

- Motion: Richard
- Second: Baylea
- Discussion: None
- Vote: 5 Yay/ 0 Nay, # of members absent 2 Meeting

Adjourned at 6:05pm



EVENTS

- **Adult DIY Craft: Rainbow Wreath**
July 14, 6PM
Converse County Library-Douglas
- **Kite Festival**
July 18, 10AM
Fort Fetterman
- **Veteran & First Responder Meetup**
July 18, 7PM
Blend
- **Rock the Glen Concert Series**
July 18, 7PM
Glenrock Town Square
- **Fetterman Day**
July 19, 10AM
Fort Fetterman
- **Tree Identification Walk**
July 23, 6PM
WY State Fair Grounds
- **Adult Diamond Painting**
July 23, 6PM
Converse County Library-Douglas
- **Adult Game Night**
July 25, 6PM
Converse County Library-Douglas
- **Rock the Glen Concert Series**
July 25, 7PM
Glenrock Town Square

More information available at:

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

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

**All Events Are Subject
To Change**

