

**CITY COUNCIL AGENDA
JANUARY 6th, 2026
CITY COUNCIL CHAMBERS, CITY HALL 5:30 P.M.**

**CALL TO ORDER
PLEDGE OF ALLEGIANCE
ROLL CALL
APPROVE AGENDA
ACKNOWLEDGE CITY COUNCIL MINUTES FOR DECEMBER 16th, 2025.**

APPROVE BILLS

APPROVE REVENUE AND EXPENDITURE REPORT FOR SEPTEMBER 2025

COUNCIL COMMENTS

PUBLIC HEARINGS/SPECIAL ORDERS

- **Appointments** – to Boards
- **APPOINTMENTS** and Confirmation of Department Heads/Attorney/Municipal Judges.
- **ELECTION** of City Council President

CONSENT AGENDA

All matters listed under the Consent Agenda are considered to be routine by the City Council and will be enacted by one motion in the form listed below. There will be no separate discussion of these items. If discussion of any item is desired, that item will be removed from the Consent Agenda and considered separately.

UNFINISHED BUSINESS

NEW BUSINESS

- **MOTION** to approve an Agreement with River Oaks Communications Corporation for consulting services regarding All West Communications Franchise Agreement Renewals.
- **MOTION** to approve an Agreement with River Oaks Communications Corporation for consulting services regarding a request from Visionary Communications for a new Franchise Agreement.
- **RESOLUTION 26-01** A Resolution of the City of Evanston, Wyoming authorizing the execution of an Agreement with Conwest, Inc. for the completion of all work required for construction of the Evanston Parks & Recreation Facility Reroof Project.
- **RESOLUTION 26-02** A Resolution of the City of Evanston, Wyoming authorizing the execution of a Professional Services Agreement with Crest, LLC, a Wyoming Limited Liability Company, to provide engineering services relating to the Evanston Parks and Recreation Center retaining wall mitigation, site grading improvements,

and erosion control project.

- **RESOLUTION 26-03** A Resolution of the City of Evanston, Wyoming authorizing the execution of A Grant Agreement between the State of Wyoming, Department of State Parks and Cultural Resources, State Historic Preservation Office and Evanston Historic Preservation Commission for the “Evanston Historic Downtown Walking Tour Brochure Project”.

COMMENTS, REMARKS FROM DEPARTMENTS

PUBLIC PARTICIPATION

ADJOURNMENT

EVANSTON CITY COUNCIL
Second Regular Meeting
December 16th , 2025

The official record of proceedings of the second meeting of the Evanston City Council for the month of December was held in the Council Chambers of City Hall on the above date. These proceedings were video recorded and streamed live.

Mayor Williams led those in attendance in the Pledge of Allegiance to the Flag.

The roll was called and with a quorum being present, Mayor Williams called the meeting to order at 5:30 p.m. and welcomed everyone present.

Those present from the governing body at the start of the meeting were: Mayor Williams; Council members, Henry Schmidt, Jesse Lind, Evan Perkes, Dave Welling, Mike Sellers, Jen Hegeman.

Staff members present at the start of the meeting were: City Attorney/Prosecutor, Mark Harris; Police Lieutenant, Ken Pearson; City Treasurer, Trudy Lym; Public Works Director, Gordon Robinson; City Clerk, Diane Harris; Senior Planner, DuWayne Jacobsen; Information Technology Coordinator, Preston Sheets; Community Development Director, Rocco O’Neill; Director of Parks and Recreation, Kim Larson and City Engineer, Damon Newsome. Police Chief, Mike Vranish was excused. A group of interested citizens was also present.

Approve Agenda

Council member Welling moved, Council member Schmidt seconded, to approve the agenda with the addition of four new bills and a Motion under New Business.

The motion passed unanimously with 7 yes votes: Williams, Schmidt, Lind, Perkes, Welling, Sellers, Hegeman.

Approve Minutes

The official record of proceedings for the City Council Meeting held December 2nd , 2025 and City Council Work Session held December 9th, 2025 were approved as presented.

Bills

Council member Sellers moved, Council member Perkes seconded, to approve the following bills for payment:
Dec 03, 2025 to Dec 16, 2025

VENDOR	FOR	AMOUNT
AXA Equivest	Payroll	188.00
Evanston Peace Officers	Payroll	240.00
Health Equity	Payroll	2,863.16
IRS	Payroll	77,141.16
Orchard Trust	Payroll	3,343.32
Parks & Recreation	Payroll	226.94
Uinta County Court	Payroll	1,024.01
Wyoming Child Support	Payroll	264.92
Payroll 11/16/25 – 11/28/25	Payroll	273,935.49
All West	Utilities	3,809.54
Alsco	Laundry Services	863.81
Artistic Custom Badges & Coins	Badges	668.70
Bearded Boombox	Services	500.00
Brownells	Supplies	224.95
Caselle	Support/Maintenance	4,450.00
Cassidy’s Weed & Pest	Services	1,430.00
Cazin’s	Parts	964.67
CCI Network	Utilities	82.35
CD’s Electric	Services	1,875.37
Cemetery Refunds	Buy Back Spaces	1,870.00
Century Link	Utilities	1,051.17
Chemtech-Ford Laboratories	Testing	407.00
Cheyenne Peterbilt	Garbage Truck	368,186.00
City Employees	Reimbursements	1,132.73
City of Evanston	Utilities	2,131.60
Core & Main	Parts	76,966.95
Court Bonds	Refunds	1,000.00
Cummins Rocky Mountain	Services	533.75
Enbridge Gas	Utilities	10,486.46
Evanston Parks & Recreation	City Subsidy	116,445.13
Fastenal	Parts	27.62

Freeway Tire	Tires	1,401.60
Hach	Supplies	100.41
Kallas Automotive	Parts	291.01
Ketchum	Supplies	170.35
Matthews Trucking	Services	1,000.00
Mountainland Supply	Parts	4,912.79
Mountain West Business Solutions	Service Agreement	420.84
Ovivo USA	Parts	1,613.06
Peaks & Prairies GCSA	Registration	500.00
Proforce Law Enforcement	Equipment	969.00
Real Kleen Janitorial	Supplies	1,895.50
Rocky Mountain Power	Utilities	38,504.26
Rocky Mountain Turf	Parts	2,058.89
Root X	Supplies	1,198.00
Shred-It USA	Services	229.39
Sirchie Acquisition	Supplies	119.30
Skaggs	Uniforms	805.53
Smart Cover Systems	Dues	8,158.00
Stacey Maxfield Construction	Services	28,400.00
Standard Plumbing	Parts	162.82
Stateline Metals of Wyoming	Supplies	2,569.21
Sunrise Environmental	Supplies	1,093.41
The Bugnappers	Services	198.00
Total Valve Systems	Parts	1,079.05
Turf Equipment & Irrigation	Parts	1,196.87
Turf Solutions	Sand	4,927.23
Uinta CDJR	Parts	120.06
Uinta County	Jail Fees	8,160.00
Uinta County Herald	Public Notices	307.12
Uline	Supplies	218.94
Union Pacific Railroad	Contract	3,445.00
Walmart	Supplies/Restitution	728.11
WARWS	Dues	505.00
Westar Printing	Supplies	181.00
Wheeler Machinery	Parts	878.00
Wright Express	Fuel	869.32
Wyoming Department of Revenue	Sales/Use Tax	8.95
Wyoming Waste Systems	Dumpster Fee	96.07
Jesse Hawkins	Reimbursement	736.34
DLL Public Finance	Golf Equipment Lease	2,096.41
E. Dean Stout	Judge Fees	8,000.00
Financial Partners Group	Golf Cart GPS	2,332.09

The motion passed unanimously with 7 yes votes: Williams, Schmidt, Lind, Perkes, Welling, Sellers Hegeman.

Council Comments

Comments and condolences to the family of Fire Chief Donnie Bodine who recently passed away were made and offered by the Council. Council members reminded everyone to shop local and to keep service men and women in your thoughts, especially this time of year.

Update

Ryan Schmidt of Union Telephone presented an update on fiber and broadband.

Board Appointments

Council member Perkes moved, Council member Welling seconded, to confirm the following appointments:

Mayor Williams appointed the following to the Urban Renewal Board:

Jeromy Slater..... January 2031

Mayor Williams appointed the following to the Lodging Tax Board:

Sadi Fain (reappointment).....January 2029

Brendee Weston (reappointment).....January 2029

The motion passed unanimously with 7 yes votes: Williams, Schmidt, Lind, Perkes, Welling, Sellers Hegeman.

Consent Agenda

Council member Lind moved, Council member Schmidt seconded, to approve the following Consent Agenda Items:

Street Closure Permit requested by Downtown Evanston for the Uinta County 250th celebration on Wednesday, December 31st, 2025, beginning at 11:00 pm at the Uinta County Library parking lot on Main Street. There will be a ball/bison drop at the library and brief fireworks near E-Hill.

Limited Malt Beverage Permit requested by Daunna Smith of the VFW for a Tri-City Pool Tournament at the Beeman-Cashin building on Saturday, January 3rd, 2026, from 8:00 am to 2:00 am, and Sunday, January 4th, 2026, from 9:00 am to 8:00 pm

The motion passed unanimously with 7 yes votes: Williams, Schmidt, Lind, Perkes, Welling, Sellers Hegeman.

ORDINANCE 25-07

Council member Lind moved, Council member Welling seconded, to pass Ordinance 25-07 on third and final reading.

AN ORDINANCE APPROVING AND AUTHORIZING A ZONE CHANGE FOR PROPERTY IN THE CITY OF EVANSTON FROM INDUSTRIAL-ESTABLISHED (I-E) TO HIGHWAY BUSINESS-ESTABLISHED (HB-E), AS REQUESTED BY TRACI LACOCK (WYOMING DOWNS, LLC) OF THE LAND MORE PARTICULARLY DESCRIBED HEREIN.

WHEREAS, Traci Lacock, on behalf of Wyoming Downs, LLC, filed an application with the Planning and Zoning Commission of the City of Evanston, Wyoming to change the zoning of the property described below from Industrial-Established (I-E) to Highway Business-Established (HB-E); and

WHEREAS, Lisa Lee Farmer and Dave Crofts, the owners of the lots constituting the property, have consented to the proposed zone change; and

WHEREAS, the Planning and Zoning Commission scheduled a public hearing to consider said application on November 3, 2025; and

WHEREAS, notice of the public hearing and application was published in a newspaper of general circulation in the city, notices of the hearing were mailed to affected landowners pursuant to City Ordinance and the properties were posted with notice of the application and hearing; and

WHEREAS, the public hearing was held on November 3, 2025 by the Planning and Zoning Commission to consider the application for the proposed zone change; and

WHEREAS, after receiving testimony and evidence from the applicant, affected landowners and the public at large, the Planning and Zoning Commission voted to recommend to the governing body that it approve the zone change.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF EVANSTON, WYOMING, THAT:

Section 1. The request of Traci Lacock, on behalf of Wyoming Downs, LLC, and consented to by Lisa Lee Farmer and Dave Crofts to change the zoning of the property described below from Industrial-Established (I-E) Zone to Highway Business-Established (HB-E) Zone is hereby approved and authorized. Said real property being more particularly described as follows:

Lots 19, 20, and 22, Block 2 of the Evanston Industrial Center 2nd Addition to the City of Evanston, Wyoming.

Also known in part as 27 and 29 Allegiance Circle, Evanston, Wyoming.

Section 2. The City of Evanston is hereby authorized and directed to take all action necessary to implement said zone change.

PASSED AND APPROVED on Third Reading this 16th day of December 2025.

Kent H. Williams, Mayor

ATTEST:

Diane Harris, City Clerk

The motion passed unanimously with 6 yes votes: Williams, Schmidt, Lind, Perkes, Welling, Hegeman. Council member Sellers recused himself and abstained from voting.

Award Bid

Council member Schmidt moved, Council member Lind seconded, to approve a motion to award a bid to the apparent low bidder, Conwest, Inc. for the Parks and Recreation Facility Reroof Project.

The motion passed unanimously with 7 yes votes: Williams, Schmidt, Lind, Perkes, Welling, Sellers Hegeman.

RESOLUTION 25 – 73

Council member Sellers introduced Resolution 25-73. Council member Sellers moved, Council member Welling seconded, to adopt Resolution 25-73.

A RESOLUTION OF THE CITY OF EVANSTON, WYOMING AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE WYOMING STATE FORESTER FOR THE CITY OF EVANSTON TO BE OFFICIALLY RECERTIFIED AS A “TREE CITY USA” FOR THE YEAR 2025.

WHEREAS, the City of Evanston has been previously certified as a Tree City USA by the Wyoming State Forester; and

WHEREAS, the governing body has determined that it is in the public’s interest to apply for recertification for 2025;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF EVANSTON, WYOMING, AS FOLLOWS:

Section 1. The City of Evanston hereby authorizes the submission of an application to the Wyoming State Forester for the City of Evanston to be recertified as a “Tree City USA” for the year 2025.

Section 2. The Mayor and City Clerk are authorized to sign and attest all documents which are necessary to apply for the recertification.

PASSED, APPROVED AND ADOPTED this 16th day of December 2025.

Kent H. Williams, Mayor

ATTEST:

Diane Harris, City Clerk

The motion passed unanimously with 7 yes votes: Williams, Schmidt, Lind, Perkes, Welling, Sellers Hegeman.

RESOLUTION 25 – 74

Council member Lind introduced Resolution 25-74. Council member Lind moved, Council member Hegeman seconded, to adopt Resolution 25-74.

A RESOLUTION OF THE CITY OF EVANSTON, WYOMING AMENDING A PORTION OF THE CITY’S MASTER PLAN TO AUTHORIZE A HIGHWAY BUSINESS-ESTABLISHED (HB-E) ZONE FOR THE REAL PROPERTY DESIGNATED HEREIN AS REQUESTED BY TRACI LACOCK ON BEHALF OF WYOMING DOWNS, LLC.

WHEREAS, a public hearing was held by the Planning and Zoning Commission of the City of Evanston on November 3, 2025, to consider amending the City’s Master Plan, (the 2010 Plan), to authorize a highway business – established land use zone for specific property, and;

WHEREAS, Section 2-72 C. of the City Code requires that an amendment to the Master Plan be approved by two thirds of the members of the Planning and Zoning Commission; and

WHEREAS, after receiving testimony and evidence from the applicant, affected adjacent landowners and the public at large, the Commission members present at the hearing unanimously voted to recommend the approval of the proposed master plan amendment;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF EVANSTON, WYOMING THAT:

Section 1: The Master Plan of the City of Evanston is hereby amended to permit highway business – established land use zone for the real property described as follows as requested by Traci Lacock on behalf of Wyoming Downs, LLC:

Lots 19, 20, and 22, Block 2 of the Evanston Industrial Center 2nd Addition to the City of Evanston, Wyoming.

Also known in part as 27 and 29 Allegiance Circle, Evanston, Wyoming.

Section 2: The Mayor, City Clerk and City Planner are authorized to undertake all steps necessary to amend the Master Plan as set forth herein.

PASSED, APPROVED AND ADOPTED this 16th day of December 2025.

Kent H. Williams, Mayor

ATTEST:

Diane Harris, City Clerk

The motion passed unanimously with 6 yes votes: Williams, Schmidt, Lind, Perkes, Welling, Hegeman. Council member Sellers recused himself and abstained from voting.

RESOLUTION 25 – 75

Council member Lind introduced Resolution 25-75. Council member Lind moved, Council member Welling seconded, to adopt Resolution 25-75.

A RESOLUTION AUTHORIZING THE CITY OF EVANSTON, WYOMING TO ACCEPT AND APPROVE A RENEWAL OFFER WITH DELTA DENTAL OF WYOMING TO PROVIDE DENTAL INSURANCE FOR CITY EMPLOYEES.

WHEREAS, the City of Evanston, Wyoming has for many years provided dental insurance for its employees; and

WHEREAS, it is necessary for the City to accept the attached renewal offer with Delta Dental of Wyoming to continue to provide dental insurance for its employees.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF EVANSTON, WYOMING THAT:

Section 1: The City of Evanston hereby accepts and approves the renewal offer from Delta Dental of Wyoming, a copy of which is attached hereto and incorporated herein, to provide dental insurance for its employees.

Section 2: The Mayor and City Clerk are hereby authorized to execute and attest any and all documents necessary to effectuate the intent of this Resolution.

PASSED, APPROVED AND ADOPTED this 16th day of December 2025.

Kent H. Williams, Mayor

ATTEST:

Diane Harris, City Clerk

The motion passed unanimously with 7 yes votes: Williams, Schmidt, Lind, Perkes, Welling, Sellers Hegeman.

Department Comments

Parks and Recreation Director, Kim Larson reminded everyone that the tree program is up and running. Department Heads wished everyone a Merry Christmas.

Public Comments

Steve Ewing reported on the rehabilitation of the Steam Engine 4420.

Adjournment

Council member Lind moved, Council member Welling seconded to adjourn the meeting at 6:28 pm.

The motion passed unanimously with 7 yes votes: Williams, Schmidt, Lind, Perkes, Welling, Sellers Hegeman.

Kent H. Williams, Mayor

Diane Harris, City Clerk

CITY OF EVANSTON

WARRANT REGISTER

BILLS

PG 1-2

WARRANT REGISTER

PG 1-25

CITY COUNCIL MEETING

Jan 06, 2026

BILLS
Dec 17, 2025 to Jan 06, 2026

VENDOR	FOR	AMOUNT
AXA Equivest	Payroll	188.00
Beneficial Life	Payroll	150.00
Delta Dental	Payroll	8,345.90
Evanston Peace Officers	Payroll	240.00
Health Equity	Payroll	2,509.16
IRS	Payroll	73,967.52
NCPERS	Payroll	96.00
Orchard Trust	Payroll	3,343.32
Parks & Recreation	Payroll	226.94
The Hartford	Payroll	228.40
Washington National	Payroll	472.60
WEBT	Payroll	219,551.65
Wyoming Child Support	Payroll	264.92
Wyoming Dept of Workforce Services	Payroll	8,751.47
Wyoming Retirement	Payroll	91,774.92
Payroll 11/30/25 – 12/13/25	Payroll	194,450.79
A Gulley Enterprises	Refund	470.00
Alien Gear Holsters	Supplies	235.78
AlSCO	Laundry Services	958.37
AT & T	Cell Phones/Internet	3,579.63
Brownells	Supplies	1,240.30
Cazin's	Parts	562.58
CD's Electric	Services	256.50
City Employees	Reimbursements/Award	3,755.28
Civic Plus	Contract	4,044.04
Court Bonds	Refund	450.00
Crest LLC	Contract	1,187.60
DLL Public Finance	Contract	3,038.67
Downtown Evanston	Reimbursement	140.00
Dustbusters	Ice Melt	19,236.46
E. Dean Stout	Contract	4,000.00
Ellingford Brothers	Rock	3,637.65
Evanston Parks & Recreation	Reimbursement/City Subsidy	147,385.23
Evanston Uinta County Airport	Contract	24,590.00
EVN Tec	Services	53.34
First Bank	Visa	29,936.96
Freeway Tire	Tires	10,749.98
Gladiator Materials	Concrete	320.00
Grainger	Parts	364.78
Hach	Supplies	348.44
Health Equity	FSA/HRA	119,270.00
Home Décor	Supplies	62.95
Integrity Solutions	Services	5,878.95
Ivory & Iron	Supplies	360.00
Jackson Group Peterbilt	Parts	132.41
J-Comm	Services	284.00
JUB Engineers	Contract	9,547.32
Kallas Automotive	Parts	1,339.13
Local Government Liability Pool	Claim	4,101.29
Morcon	Supplies	289.69
Mountainland Supply	Parts	3,606.92
Mountain West Business Solutions	Service Agreement	959.75
Murdochs	Supplies	1,436.15
Nalco	Supplies	35,666.00
Nustream Supplies	Supplies	316.47
One-Call of Wyoming	Line Locates	46.20
Porter Muirhead Cornia Howard	Audit Fees	24,500.00
Premier Vehicle Installation	Services	1,996.00

Quadient	Contract	2,966.82
Real Kleen Janitorial	Supplies	3,369.50
Reladyne	Fuel	7,886.54
Rocky Mountain Power	Utilities	10,011.37
SCI	Contract	21,873.73
SESAC	Dues	641.00
Shadow Systems Lockbox	Supplies	919.36
Shred-It USA	Services	234.33
Skaggs	Uniforms	471.99
Smith's Food & Drug	Supplies	1,461.76
Standard Plumbing	Parts	44.33
Stateline Metals	Services	74.50
TK Elevator	Contract	8,930.75
Tom's HVAC	Services	220.00
Uinta County Fire Protection	Contract	82,382.25
Verizon Wireless	Cell Phones	235.22
Westar Printing	Supplies	349.00
Western Water Consultants	Services	7,649.37
Wilson Sporting Goods	Supplies	301.68
WLEA-ADVTRNG	Registration	650.00
XO Xtreme Marketing	Contract	21,083.33
Yamaha Motor	Contract	4,900.49
	TOTAL	1,251,553.73

Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

GL Account and Title	Vendor Number	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount
102020000						
10-2020000 COURT APPEARANCE	4417	COURT BONDS	REFUND	EBBENGA	12/17/2025	450.00
Total 102020000:						450.00
102131050						
10-2131050 FSA/HRA	7665	HEALTH EQUITY	FSA/HRA	NKBKSV5.	12/16/2025	68,920.00
Total 102131050:						68,920.00
103319000						
10-331-9000 MISCELLANEOUS	39	A. GULLEY ENTERPRISES,	REFUND	BPREFUND	12/23/2025	470.00
10-331-9000 MISCELLANEOUS	5523	DOWN TOWN EVANSTON	REIMBURSEMENT	ORNAMENTS	12/31/2025	120.00
Total 103319000:						590.00
104111407						
10-411-1407 HEALTH & MEDICAL IN	7665	HEALTH EQUITY	FSA/HRA	507ARVM	12/16/2025	2,350.00
Total 104111407:						2,350.00
104112909						
10-411-2909 PER DIEM	6615	FIRST BANK	VISA BILLING	MC122625	12/26/2025	4,458.39
Total 104112909:						4,458.39
104113106						
10-411-3106 GENERAL OFFICE SU	6615	FIRST BANK	VISA BILLING	MC122625	12/26/2025	24.77
Total 104113106:						24.77
104113303						
10-411-3303 ANNUAL WINTER	6615	FIRST BANK	VISA BILLING	MC122625	12/26/2025	213.35
10-411-3303 ANNUAL WINTER	8337	IVORY & IRON	SUPPLIES	289173	12/04/2025	360.00
10-411-3303 ANNUAL WINTER	16779	SMITH'S FOOD & DRUG CE	SUPPLIES	1125561062_2	11/18/2025	870.85
Total 104113303:						1,444.20
104115719						
10-411-5719 EDUCATION/RECREAT	3815	CITY EMPLOYEES	REIMBURSEMENT	TURNER-CLA	12/22/2025	3,079.20
Total 104115719:						3,079.20
104211407						
10-421-1407 HEALTH & MEDICAL IN	7665	HEALTH EQUITY	FSA/HRA	507ARVM	12/16/2025	600.00
Total 104211407:						600.00

GL Account and Title	Vendor Number	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount
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GL Account and Title	Vendor Number	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount
104212909						
10-421-2909 PER DIEM	6615	FIRST BANK	VISA BILLING	MC122625	12/26/2025	80.29
Total 104212909:						80.29
104213104						
10-421-3104 COPY CHARGES	12369	MTN WEST BUSINESS SOL	SERVICE AGREEMENT	INV51193	12/01/2025	34.29
Total 104213104:						34.29
104213106						
10-421-3106 GENERAL OFFICE SU	6615	FIRST BANK	VISA BILLING	MC122625	12/26/2025	24.77
10-421-3106 GENERAL OFFICE SU	7889	HOME DECOR	SUPPLIES	99009	12/03/2025	62.95
Total 104213106:						87.72
104215701						
10-421-5701 LEGAL	5649	E. DEAN STOUT	JUDICIAL CONTRACT	1 ECC JAN26	12/30/2025	4,000.00
Total 104215701:						4,000.00
104311407						
10-431-1407 HEALTH & MEDICAL IN	7665	HEALTH EQUITY	FSA/HRA	507ARVM	12/16/2025	600.00
Total 104311407:						600.00
104312909						
10-431-2909 PER DIEM	6615	FIRST BANK	VISA BILLING	MC122625	12/26/2025	203.82
Total 104312909:						203.82
104313303						
10-431-3303 ANNUAL WINTER	6615	FIRST BANK	VISA BILLING	MC122625	12/26/2025	188.05
Total 104313303:						188.05
104341407						
10-434-1407 HEALTH & MEDICAL IN	7665	HEALTH EQUITY	FSA/HRA	507ARVM	12/16/2025	1,480.00
Total 104341407:						1,480.00
104342301						
10-434-2301 ELECTRICAL POWER	15211	ROCKY MOUNTAIN POWER	UTILITY BILLING	1222225	12/22/2025	94.01
10-434-2301 ELECTRICAL POWER	15211	ROCKY MOUNTAIN POWER	UTILITY BILLING	1222225	12/22/2025	47.01
Total 104342301:						141.02
104342604						
10-434-2604 PROMOTIONAL	6615	FIRST BANK	VISA BILLING	MC122625	12/26/2025	69.67
Total 104342604:						69.67

GL Account and Title	Vendor Number	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount
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GL Account and Title	Vendor Number	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount
104343106						
10-434-3106 GENERAL OFFICE SU	6615	FIRST BANK	VISA BILLING	MC122625	12/26/2025	24.77
Total 104343106:						24.77
104344603						
10-434-4603 ENGINEERING EQUIP	6615	FIRST BANK	VISA BILLING	MC122625	12/26/2025	4,523.75
Total 104344603:						4,523.75
104352803						
10-435-2803 PUBLIC DECORATION	6615	FIRST BANK	VISA BILLING	MC122625	12/26/2025	203.40
Total 104352803:						203.40
104411407						
10-441-1407 HEALTH & MEDICAL IN	7665	HEALTH EQUITY	FSA/HRA	507ARVM	12/16/2025	1,800.00
Total 104411407:						1,800.00
104412501						
10-441-2501 DUES/MEMBERSHIPS	6615	FIRST BANK	VISA BILLING	MC122625	12/26/2025	159.00
Total 104412501:						159.00
104412504						
10-441-2504 NOTARY COMM/MUNI	20307	WESTAR PRINTING	NOTARY STAMP	64370	12/15/2025	126.00
Total 104412504:						126.00
104412909						
10-441-2909 PER DIEM	6615	FIRST BANK	VISA BILLING	MC122625	12/26/2025	232.83
Total 104412909:						232.83
104413106						
10-441-3106 GENERAL OFFICE SU	6615	FIRST BANK	VISA BILLING	MC122625	12/26/2025	236.63
Total 104413106:						236.63
104415706						
10-441-5706 AUDITING	13923	PORTER MUIRHEAD CORNI	AUDIT FEES	264009	12/22/2025	14,500.00
Total 104415706:						14,500.00
104415910						
10-441-5910 SHREDDING SERVICE	16485	SHRED-IT USA	DOCUMENT SHREDDING	1000336894	12/25/2025	119.82
Total 104415910:						119.82

GL Account and Title	Vendor Number	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount
104421407						
10-442-1407 HEALTH & MEDICAL IN	7665	HEALTH EQUITY	FSA/HRA	507ARVM	12/16/2025	600.00
Total 104421407:						600.00
104422301						
10-442-2301 ELECTRICAL POWER	15211	ROCKY MOUNTAIN POWER	UTILITY BILLING	1222225	12/22/2025	1,387.35
Total 104422301:						1,387.35
104422909						
10-442-2909 PER DIEM	6615	FIRST BANK	VISA BILLING	MC122625	12/26/2025	80.29
Total 104422909:						80.29
104423106						
10-442-3106 GENERAL OFFICE SU	6615	FIRST BANK	VISA BILLING	MC122625	12/26/2025	199.38
Total 104423106:						199.38
104431407						
10-443-1407 HEALTH & MEDICAL IN	7665	HEALTH EQUITY	FSA/HRA	507ARVM	12/16/2025	600.00
Total 104431407:						600.00
104432404						
10-443-2404 CELL PHONE	1295	AT&T MOBILITY	CELL PHONES	287314768227	12/12/2025	1,486.53
10-443-2404 CELL PHONE	1295	AT&T MOBILITY	CELL PHONES	287315111722	12/12/2025	101.72
Total 104432404:						1,588.25
104432412						
10-443-2412 INTERNET	1295	AT&T MOBILITY	INTERNET	287314768227	12/12/2025	1,104.03
10-443-2412 INTERNET	1295	AT&T MOBILITY	INTERNET	287315111722	12/12/2025	43.54
10-443-2412 INTERNET	1295	AT&T MOBILITY	INTERNET	287353908044	12/15/2025	43.73
10-443-2412 INTERNET	19747	VERIZON WIRELESS	CELL PHONE	6130433428	12/07/2025	80.06
Total 104432412:						1,271.36
104432701						
10-443-2701 COMPUTER/DATA PR	6615	FIRST BANK	VISA BILLING	MC122625	12/26/2025	58.29
Total 104432701:						58.29
104432704						
10-443-2704 DATA LICENSING/SOF	1295	AT&T MOBILITY	NETMOTION	287314768227	12/12/2025	240.00
10-443-2704 DATA LICENSING/SOF	6615	FIRST BANK	VISA BILLING	MC122625	12/26/2025	539.65
Total 104432704:						779.65
104432705						
10-443-2705 DATA SUPPORT/MAIN	3871	CIVIC PLUS	QUARTERLY FEES	357371	01/01/2026	4,044.04

GL Account and Title	Vendor Number	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount
Total 104432705:						
						4,044.04
104434201						
10-443-4201 HARDWARE - TERMIN	6615	FIRST BANK	VISA BILLING	MC122625	12/26/2025	1,733.86
Total 104434201:						
						1,733.86
104441407						
10-444-1407 HEALTH & MEDICAL IN	7665	HEALTH EQUITY	FSA/HRA	507ARVM	12/16/2025	4,100.00
Total 104441407:						
						4,100.00
104442101						
10-444-2101 BUILDING/GENERAL M	6615	FIRST BANK	VISA BILLING	MC122625	12/26/2025	5.48
10-444-2101 BUILDING/GENERAL M	12383	MURDOCHS	SUPPLIES	11112-70113/12	12/31/2025	14.99
10-444-2101 BUILDING/GENERAL M	18249	TK ELEVATOR	ANNUAL CONTRACT	5003227360	11/25/2025	1,170.25
10-444-2101 BUILDING/GENERAL M	18249	TK ELEVATOR	ANNUAL CONTRACT	ACIA-2DU81J8	11/24/2025	4,511.50
10-444-2101 BUILDING/GENERAL M	18249	TK ELEVATOR	ANNUAL CONTRACT	ACIA-2DU81JV	11/24/2025	3,249.00
Total 104442101:						
						8,951.22
104442201						
10-444-2201 MOTOR VEHICLES	9681	KALLAS AUTOMOTIVE	PARTS	411664	12/11/2025	179.99
Total 104442201:						
						179.99
104442214						
10-444-2214 RADIO & BROADCAST	16205	SESAC	LICENSE RENEWAL	81359/2026	12/31/2025	641.00
Total 104442214:						
						641.00
104442301						
10-444-2301 ELECTRICAL POWER	15211	ROCKY MOUNTAIN POWER	UTILITY BILLING	1222225	12/22/2025	5,315.64
10-444-2301 ELECTRICAL POWER	15211	ROCKY MOUNTAIN POWER	UTILITY BILLING	1222225	12/22/2025	33.71
Total 104442301:						
						5,349.35
104442404						
10-444-2404 CELL PHONE	19747	VERIZON WIRELESS	CELL PHONE	6130433428	12/07/2025	37.57
Total 104442404:						
						37.57
104442909						
10-444-2909 PER DIEM	6615	FIRST BANK	VISA BILLING	MC122625	12/26/2025	80.27
Total 104442909:						
						80.27
104443106						
10-444-3106 GENERAL OFFICE SU	6615	FIRST BANK	VISA BILLING	MC122625	12/26/2025	98.34

GL Account and Title	Vendor Number	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount
Total 104443106:						98.34
104443206						
10-444-3206 TIRES, TUBES	6909	FREEWAY TIRE	TIRES	92790	12/09/2025	1,872.26
Total 104443206:						1,872.26
104443304						
10-444-3304 FOOD/FOOD SERVICE	6615	FIRST BANK	VISA BILLING	MC122625	12/26/2025	85.45
Total 104443304:						85.45
104443401						
10-444-3401 FIRST AID/SAFETY SU	6615	FIRST BANK	VISA BILLING	MC122625	12/26/2025	11.54
Total 104443401:						11.54
104443604						
10-444-3604 JANITORIAL & MAINT	14497	REAL KLEEN JANITORIAL	SUPPLIES	67064	12/29/2025	3,321.70
Total 104443604:						3,321.70
104445210						
10-444-5210 POSTAGE/MAILFINAN	14217	QUADIENT	MAINTENANCE	Q2098136	11/07/2025	1,215.00
Total 104445210:						1,215.00
104611407						
10-461-1407 HEALTH & MEDICAL IN	7665	HEALTH EQUITY	FSA/HRA	507ARVM	12/16/2025	1,200.00
Total 104611407:						1,200.00
104613106						
10-461-3106 GENERAL OFFICE SU	6615	FIRST BANK	VISA BILLING	MC122625	12/26/2025	42.19
Total 104613106:						42.19
104613304						
10-461-3304 FOOD/FOOD SERVICE	6615	FIRST BANK	VISA BILLING	MC122625	12/26/2025	432.71
Total 104613304:						432.71
105015719						
10-501-5719 EDUCATION/RECREAT	6321	EVANSTON PARKS & REC D	CITY SUBSIDY	FY25-26/13	01/06/2025	116,445.13
Total 105015719:						116,445.13
105211407						
10-521-1407 HEALTH & MEDICAL IN	7665	HEALTH EQUITY	FSA/HRA	507ARVM	12/16/2025	1,400.00

GL Account and Title	Vendor Number	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount
<hr/>						
Total 105211407:						
						<hr/> 1,400.00
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105212117						
10-521-2117 LOCKSMITHING	3031	CAZIN'S	KEYS	921102	12/09/2025	17.96
Total 105212117:						<hr/> 17.96
<hr/>						
105212301						
10-521-2301 ELECTRICAL POWER	15211	ROCKY MOUNTAIN POWER	UTILITY BILLING	1222225	12/22/2025	729.75
10-521-2301 ELECTRICAL POWER	15211	ROCKY MOUNTAIN POWER	UTILITY BILLING	1222225	12/22/2025	112.32
10-521-2301 ELECTRICAL POWER	15211	ROCKY MOUNTAIN POWER	UTILITY BILLING	1222225	12/22/2025	729.74
Total 105212301:						<hr/> 1,571.81
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105212501						
10-521-2501 DUES/MEMBERSHIPS	6615	FIRST BANK	VISA BILLING	MC122625	12/26/2025	28.33
Total 105212501:						<hr/> 28.33
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105212502						
10-521-2502 CONFERENCE REGIS	20545	WLEA-ADVTRNG	REGISTRATION	C-12716	12/10/2025	260.00
10-521-2502 CONFERENCE REGIS	20545	WLEA-ADVTRNG	REGISTRATION	C-12718	12/10/2025	130.00
10-521-2502 CONFERENCE REGIS	20545	WLEA-ADVTRNG	REGISTRATION	C-12723	12/10/2025	260.00
Total 105212502:						<hr/> 650.00
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105212503						
10-521-2503 AUTO LICENSES & RE	6615	FIRST BANK	VISA BILLING	MC122625	12/26/2025	14.25
Total 105212503:						<hr/> 14.25
<hr/>						
105212805						
10-521-2805 COMMUNITY EVENTS	6615	FIRST BANK	VISA BILLING	MC122625	12/26/2025	111.68
10-521-2805 COMMUNITY EVENTS	16779	SMITH'S FOOD & DRUG CE	SUPPLIES	1125561875_2	12/03/2025	117.92
10-521-2805 COMMUNITY EVENTS	16779	SMITH'S FOOD & DRUG CE	SUPPLIES	1125561941_2	12/04/2025	424.15
Total 105212805:						<hr/> 653.75
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105212909						
10-521-2909 PER DIEM	6615	FIRST BANK	VISA BILLING	MC122625	12/26/2025	1,546.80
Total 105212909:						<hr/> 1,546.80
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105213106						
10-521-3106 GENERAL OFFICE SU	6615	FIRST BANK	VISA BILLING	MC122625	12/26/2025	64.03
Total 105213106:						<hr/> 64.03
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105213819						
10-521-3819 MISCELLANEOUS	6615	FIRST BANK	VISA BILLING	MC122625	12/26/2025	79.75
10-521-3819 MISCELLANEOUS	16779	SMITH'S FOOD & DRUG CE	SUPPLIES	1125561386_2	11/24/2025	48.84

GL Account and Title	Vendor Number	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount
Total 105213819:						
						128.59
105214206						
10-521-4206 RADIO/BROADCAST/P	8869	J-COMM	SERVICES	210866	11/18/2025	284.00
Total 105214206:						
						284.00
105214302						
10-521-4302 VEHICLE OUTFITTING/	14025	PREMIER VEHICLE INSTALL	DECALS	49280	12/15/2025	998.00
10-521-4302 VEHICLE OUTFITTING/	14025	PREMIER VEHICLE INSTALL	DECALS	49281	12/15/2025	998.00
Total 105214302:						
						1,996.00
105214801						
10-521-4801 WEAPONS	2443	BROWNELLS, INC	SUPPLIES	202541252449	12/11/2025	386.55
10-521-4801 WEAPONS	2443	BROWNELLS, INC	SUPPLIES	202541252787	12/12/2025	781.35
10-521-4801 WEAPONS	2443	BROWNELLS, INC	SUPPLIES	202541254130	12/18/2025	72.40
Total 105214801:						
						1,240.30
105215603						
10-521-5603 AWARDS	3815	CITY EMPLOYEES	AWARD	VRANISH-25Y	12/31/2025	300.00
Total 105215603:						
						300.00
105215721						
10-521-5721 CRIME PREVENTION	6615	FIRST BANK	VISA BILLING	MC122625	12/26/2025	151.72
10-521-5721 CRIME PREVENTION	12383	MURDOCHS	SUPPLIES	11112-70113/12	12/31/2025	919.84
10-521-5721 CRIME PREVENTION	16258	SHADOW SYSTEMS LOCKB	SUPPLIES	INV146641	12/17/2025	919.36
Total 105215721:						
						1,990.92
105215910						
10-521-5910 SHREDDING SERVICE	16485	SHRED-IT USA	DOCUMENT SHREDDING	1000336894	12/25/2025	114.51
Total 105215910:						
						114.51
105221407						
10-522-1407 HEALTH & MEDICAL IN	7665	HEALTH EQUITY	FSA/HRA	507ARVM	12/16/2025	2,200.00
Total 105221407:						
						2,200.00
105222912						
10-522-2912 INTERVIEW, RECRUIT	20307	WESTAR PRINTING	SUPPLIES	64266	12/10/2025	34.00
Total 105222912:						
						34.00
105223601						
10-522-3601 CLOTHING & UNIFOR	12383	MURDOCHS	SUPPLIES	11112-70113/12	12/31/2025	249.98
10-522-3601 CLOTHING & UNIFOR	16667	SKAGGS COMPANIES, INC.	UNIFORM	450_A_316311	12/10/2025	233.00
10-522-3601 CLOTHING & UNIFOR	16667	SKAGGS COMPANIES, INC.	UNIFORM	450_A_321551	12/10/2025	238.99

GL Account and Title	Vendor Number	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount
Total 105223601:						721.97
105223819						
10-522-3819 MISCELLANEOUS	6615	FIRST BANK	VISA BILLING	MC122625	12/26/2025	59.26
Total 105223819:						59.26
105225714						
10-522-5714 LABORATORY	6615	FIRST BANK	VISA BILLING	MC122625	12/26/2025	321.86
Total 105225714:						321.86
105231407						
10-523-1407 HEALTH & MEDICAL IN	7665	HEALTH EQUITY	FSA/HRA	507ARVM	12/16/2025	12,850.00
Total 105231407:						12,850.00
105241407						
10-524-1407 HEALTH & MEDICAL IN	7665	HEALTH EQUITY	FSA/HRA	507ARVM	12/16/2025	1,750.00
Total 105241407:						1,750.00
105243601						
10-524-3601 CLOTHING & UNIFOR	469	ALIEN GEAR HOLSTERS	HOLSTERS	INV68687	12/09/2025	235.78
10-524-3601 CLOTHING & UNIFOR	3815	CITY EMPLOYEES	REIMBURSEMENT	GEORGE-CLO	12/11/2025	376.08
Total 105243601:						611.86
105243819						
10-524-3819 MISCELLANEOUS	18305	TOM'S HVAC	SERVICES	7508	12/10/2025	220.00
Total 105243819:						220.00
105251407						
10-525-1407 HEALTH & MEDICAL IN	7665	HEALTH EQUITY	FSA/HRA	507ARVM	12/16/2025	350.00
Total 105251407:						350.00
105252404						
10-525-2404 CELL PHONE	19747	VERIZON WIRELESS	CELL PHONE	6130433428	12/07/2025	37.57
Total 105252404:						37.57
105252810						
10-525-2810 EMERGENCY ASST-S	6615	FIRST BANK	VISA BILLING	MC122625	12/26/2025	301.03
Total 105252810:						301.03
105252811						
10-525-2811 EMERGENCY ASSIST -	6615	FIRST BANK	VISA BILLING	MC122625	12/26/2025	175.00

GL Account and Title	Vendor Number	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount
Total 105252811:						175.00
106011407						
10-601-1407 HEALTH & MEDICAL IN	7665	HEALTH EQUITY	FSA/HRA	507ARVM	12/16/2025	605.00
Total 106011407:						605.00
106012301						
10-601-2301 ELECTRICAL POWER	15211	ROCKY MOUNTAIN POWER	UTILITY BILLING	1222225	12/22/2025	47.01
Total 106012301:						47.01
106012701						
10-601-2701 COMPUTER/DATA PR	6615	FIRST BANK	VISA BILLING	MC122625	12/26/2025	60.00
Total 106012701:						60.00
106012801						
10-601-2801 DRY CLEANING & LAU	595	ALSCO	LAUNDRY SERVICES	DEC2025	12/31/2025	550.49
Total 106012801:						550.49
106013106						
10-601-3106 GENERAL OFFICE SU	6615	FIRST BANK	VISA BILLING	MC122625	12/26/2025	24.77
Total 106013106:						24.77
106013208						
10-601-3208 MISCELLANEOUS SUP	6615	FIRST BANK	VISA BILLING	MC122625	12/26/2025	141.50
Total 106013208:						141.50
106013304						
10-601-3304 FOOD/FOOD SERVICE	6615	FIRST BANK	VISA BILLING	MC122625	12/26/2025	100.00
Total 106013304:						100.00
106021407						
10-602-1407 HEALTH & MEDICAL IN	7665	HEALTH EQUITY	FSA/HRA	507ARVM	12/16/2025	1,000.00
Total 106021407:						1,000.00
106022201						
10-602-2201 MOTOR VEHICLES	6615	FIRST BANK	VISA BILLING	MC122625	12/26/2025	244.00
10-602-2201 MOTOR VEHICLES	9681	KALLAS AUTOMOTIVE	PARTS	411664	12/11/2025	539.05
10-602-2201 MOTOR VEHICLES	13027	NUSTREAM SUPPLIES	SUPPLIES	235438	12/09/2025	316.47
Total 106022201:						1,099.52

GL Account and Title	Vendor Number	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount
106022202						
10-602-2202 STREETS/CONSTRUC	17045	STATELINE METALS OF WY	SERVICES	15230-10618	12/12/2025	74.50
Total 106022202:						74.50
106022301						
10-602-2301 ELECTRICAL POWER	15211	ROCKY MOUNTAIN POWER	UTILITY BILLING	1222225	12/22/2025	663.85
Total 106022301:						663.85
106022404						
10-602-2404 CELL PHONE	19747	VERIZON WIRELESS	CELL PHONE	6130433428	12/07/2025	80.02
Total 106022404:						80.02
106022801						
10-602-2801 DRY CLEANING	595	ALSCO	LAUNDRY SERVICES	DEC2025	12/31/2025	136.24
Total 106022801:						136.24
106023206						
10-602-3206 TIRES, TUBES	6909	FREEWAY TIRE	TIRES	92923	12/16/2025	4,476.36
Total 106023206:						4,476.36
106023208						
10-602-3208 MISCELLANEOUS SUP	3031	CAZIN'S	PARTS	921212	12/11/2025	106.17
10-602-3208 MISCELLANEOUS SUP	14497	REAL KLEEN JANITORIAL	SUPPLIES	67154	12/12/2025	47.80
10-602-3208 MISCELLANEOUS SUP	17017	STANDARD PLUMBING CO	PARTS	ZRMV93	12/11/2025	44.33
Total 106023208:						198.30
106023401						
10-602-3401 FIRST AID/SAFETY SU	6615	FIRST BANK	VISA BILLING	MC122625	12/26/2025	155.81
Total 106023401:						155.81
106023801						
10-602-3801 SMALL TOOLS	12229	MORCON INDUSTRIAL SPE	SMALL TOOLS	357899-1	12/15/2025	59.15
10-602-3801 SMALL TOOLS	12383	MURDOCHS	SMALL TOOLS	11112-70113/12	12/31/2025	64.99
Total 106023801:						124.14
106023809						
10-602-3809 ROCK/SAND/BALLAST	5901	ELLINGFORD BROS INC	ROCK	116203	11/25/2025	1,800.00
10-602-3809 ROCK/SAND/BALLAST	7175	GLADIATOR MATERIALS	CONCRETE	2725	12/16/2025	320.00
Total 106023809:						2,120.00
106023812						
10-602-3812 CHEMICALS & ROAD	5607	DUSTBUSTERS, INC	ICE KICKER	CD202604225	12/25/2025	2,573.88
10-602-3812 CHEMICALS & ROAD	5607	DUSTBUSTERS, INC	ICE KICKER	CD202604289	12/15/2025	2,966.37

GL Account and Title	Vendor Number	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount
10-602-3812 CHEMICALS & ROAD	5607	DUSTBUSTERS, INC	ICE KICKER	CD202604290	12/15/2025	2,709.16
10-602-3812 CHEMICALS & ROAD	5607	DUSTBUSTERS, INC	ICE KICKER	CD202604399	12/17/2025	3,021.55
10-602-3812 CHEMICALS & ROAD	5607	DUSTBUSTERS, INC	ICE KICKER	CD202604400	12/17/2025	2,688.69
10-602-3812 CHEMICALS & ROAD	5607	DUSTBUSTERS, INC	ICE KICKER	CD202604401	12/17/2025	2,667.33
10-602-3812 CHEMICALS & ROAD	5607	DUSTBUSTERS, INC	ICE KICKER	CD202604607	12/18/2025	2,609.48
Total 106023812:						19,236.46
106024708						
10-602-4708 HEAVY TOOLS & EQUI	6615	FIRST BANK	VISA BILLING	MC122625	12/26/2025	449.93
Total 106024708:						449.93
106025603						
10-602-5603 AWARDS	6615	FIRST BANK	VISA BILLING	MC122625	12/26/2025	324.28
Total 106025603:						324.28
107016160						
10-701-6160 RAILYARDS WASH HO	6615	FIRST BANK	VISA BILLING	MC122625	12/26/2025	335.60
Total 107016160:						335.60
107036369						
10-703-6369 RECREATION CENTER	4543	CREST LLC	SERVICES	489	12/18/2025	1,187.60
Total 107036369:						1,187.60
107056568						
10-705-6568 CITY MASTER PLAN U	20370	WESTERN WATER CONSUL	SERVICES	253720002	12/10/2025	6,826.86
10-705-6568 CITY MASTER PLAN U	20370	WESTERN WATER CONSUL	SERVICES	253720003	12/26/2025	822.51
Total 107056568:						7,649.37
107515521						
10-751-5521 FIRE DEPARTMENT	19089	UINTA COUNTY FIRE PROT	3RD QTR	FY25-26/3	01/01/2026	82,382.25
Total 107515521:						82,382.25
107545504						
10-754-5504 JOINT POWERS - AIRP	6363	EVANSTON UINTA CO AIRP	2ND QTR DRAWDOWN	312	12/10/2025	24,590.00
Total 107545504:						24,590.00
107617104						
10-761-7104 POSTAGE METER PRI	14217	QUADIENT	PRINCIPAL	Q2098136	11/07/2025	1,751.82
Total 107617104:						1,751.82
506031407						
50-603-1407 HEALTH & MEDICAL IN	7665	HEALTH EQUITY	FSA/HRA	507ARVM	12/16/2025	7,545.00

GL Account and Title	Vendor Number	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount
Total 506031407:						7,545.00
506032104						
50-603-2104 SEWER/WATER/STOR	3031	CAZIN'S	PARTS	921171	12/11/2025	21.58
50-603-2104 SEWER/WATER/STOR	3031	CAZIN'S	PARTS	921314	12/15/2025	111.57
50-603-2104 SEWER/WATER/STOR	8183	INTEGRITY SOLUTIONS	SERVICES	3241	12/10/2025	5,878.95
50-603-2104 SEWER/WATER/STOR	12355	MOUNTAINLAND SUPPLY C	PARTS	S107459545.0	12/12/2025	137.69
50-603-2104 SEWER/WATER/STOR	12355	MOUNTAINLAND SUPPLY C	PARTS	S107459545.0	12/12/2025	3,469.23
Total 506032104:						9,619.02
506032118						
50-603-2118 SULPHUR CREEK MAI	3031	CAZIN'S	PARTS	920894	12/04/2025	27.97
Total 506032118:						27.97
506032301						
50-603-2301 ELECTRICAL POWER	15211	ROCKY MOUNTAIN POWER	UTILITY BILLING	1222225	12/22/2025	320.58
Total 506032301:						320.58
506032404						
50-603-2404 CELL PHONE	1295	AT&T MOBILITY	CELL PHONES	287315111722	12/12/2025	301.84
Total 506032404:						301.84
506032412						
50-603-2412 INTERNET	1295	AT&T MOBILITY	INTERNET	287315111722	12/12/2025	214.70
Total 506032412:						214.70
506032501						
50-603-2501 DUES/MEMBERSHIPS	13167	ONE-CALL OF WYOMING	LINE LOCATES	77743	12/10/2025	46.20
Total 506032501:						46.20
506032506						
50-603-2506 PROFESSIONAL/ACC	6615	FIRST BANK	VISA BILLING	MC122625	12/26/2025	100.00
Total 506032506:						100.00
506032801						
50-603-2801 DRY CLEANING & LAU	595	ALSCO	LAUNDRY SERVICES	DEC2025	12/31/2025	202.52
Total 506032801:						202.52
506033101						
50-603-3101 COMMERCIAL PRINTI	20307	WESTAR PRINTING	SUPPLIES	64381	12/23/2025	189.00
Total 506033101:						189.00

GL Account and Title	Vendor Number	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount
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GL Account and Title	Vendor Number	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount
506033301						
50-603-3301 COFFEE/TEA/CREAME	6615	FIRST BANK	VISA BILLING	MC122625	12/26/2025	107.31
Total 506033301:						107.31
506033801						
50-603-3801 SMALL TOOLS	9681	KALLAS AUTOMOTIVE	SMALL TOOLS	411023	12/04/2025	15.99
50-603-3801 SMALL TOOLS	12229	MORCON INDUSTRIAL SPE	SMALL TOOLS	357899-1	12/15/2025	230.54
Total 506033801:						246.53
506033809						
50-603-3809 ROCK/SAND/BALLAST	5901	ELLINGFORD BROS INC	ROCK	116203	11/25/2025	1,800.00
Total 506033809:						1,800.00
506033812						
50-603-3812 CHEMICALS/ROAD SA	12439	NALCO COMPANY	SUPPLIES	6603671596	10/12/2025	35,666.00
Total 506033812:						35,666.00
506035603						
50-603-5603 AWARDS	6615	FIRST BANK	VISA BILLING	MC122625	12/26/2025	175.82
Total 506035603:						175.82
507056750						
50-705-6750 TR WATER TANK #2 T	9541	JUB ENGINEERS	TWIN RIDGE TRANS LINE	190445	11/17/2025	7,412.32
Total 507056750:						7,412.32
512052000						
51-2052000 RETAINAGE PAYABLE -	16037	SCI INC	RETAINAGE RELEASE	PAY APP 4	12/09/2025	21,873.73
Total 512052000:						21,873.73
516041407						
51-604-1407 HEALTH & MEDICAL IN	7665	HEALTH EQUITY	FSA/HRA	507ARVM	12/16/2025	3,990.00
Total 516041407:						3,990.00
516042201						
51-604-2201 MOTOR VEHICLES	6615	FIRST BANK	VISA BILLING	MC122625	12/26/2025	66.19
Total 516042201:						66.19
516042210						
51-604-2210 DATA PROCESSING E	7399	GRAINGER	TIMER	9731744349	12/04/2025	364.78
Total 516042210:						364.78

GL Account and Title	Vendor Number	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount
516042218						
51-604-2218 PUMPS, MOTORS	6615	FIRST BANK	VISA BILLING	MC122625	12/26/2025	58.97
Total 516042218:						58.97
516042221						
51-604-2221 PLANT EQUIPMENT	9681	KALLAS AUTOMOTIVE	SUPPLIES	412624	12/22/2025	37.80
Total 516042221:						37.80
516042301						
51-604-2301 ELECTRICAL POWER	15211	ROCKY MOUNTAIN POWER	UTILITY BILLING	1222225	12/22/2025	45.66
Total 516042301:						45.66
516042402						
51-604-2402 TELEPHONE - LOCAL	6615	FIRST BANK	VISA BILLING	MC122625	12/26/2025	53.02
Total 516042402:						53.02
516042412						
51-604-2412 INTERNET	1295	AT&T MOBILITY	INTERNET	287315111722	12/12/2025	43.54
Total 516042412:						43.54
516042502						
51-604-2502 CONFERENCE REGIS	6615	FIRST BANK	VISA BILLING	MC122625	12/26/2025	256.47
Total 516042502:						256.47
516043403						
51-604-3403 LABORATORY SUPPLI	7553	HACH COMPANY	SUPPLIES	14791619	12/11/2025	348.44
Total 516043403:						348.44
516043507						
51-604-3507 EDUCATIONAL & INST	6615	FIRST BANK	VISA BILLING	MC122625	12/26/2025	90.00
Total 516043507:						90.00
516043604						
51-604-3604 JANITORIAL SUPPLIE	9681	KALLAS AUTOMOTIVE	SUPPLIES	412624	12/22/2025	131.25
Total 516043604:						131.25
516045603						
51-604-5603 AWARDS	6615	FIRST BANK	VISA BILLING	MC122625	12/26/2025	256.83
Total 516045603:						256.83

GL Account and Title	Vendor Number	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount
517056848						
51-705-6848 GRASS VALLEY LIFT S	3087	CD'S ELECTRIC	SERVICES	2025-465	11/14/2025	256.50
51-705-6848 GRASS VALLEY LIFT S	9541	JUB ENGINEERS	GRASS VALLEY LIFT STATION	191516	12/17/2025	2,135.00
Total 517056848:						2,391.50
526051407						
52-605-1407 HEALTH & MEDICAL IN	7665	HEALTH EQUITY	FSA/HRA	507ARVM	12/16/2025	5,330.00
Total 526051407:						5,330.00
526052201						
52-605-2201 MOTOR VEHICLES	6615	FIRST BANK	VISA BILLING	MC122625	12/26/2025	61.96
52-605-2201 MOTOR VEHICLES	9681	KALLAS AUTOMOTIVE	PARTS	411664	12/11/2025	367.86
Total 526052201:						429.82
526052202						
52-605-2202 STREETS/CONSTRUC	6615	FIRST BANK	VISA BILLING	MC122625	12/26/2025	300.30
52-605-2202 STREETS/CONSTRUC	8477	JACKSON GROUP PETERBI	PARTS	1099130PU	12/23/2025	132.41
52-605-2202 STREETS/CONSTRUC	12383	MURDOCHS	PARTS	11112-70113/12	12/31/2025	17.99
Total 526052202:						450.70
526052220						
52-605-2220 SANITATION BINS & E	12383	MURDOCHS	PARTS	11112-70113/12	12/31/2025	21.44
Total 526052220:						21.44
526052301						
52-605-2301 ELECTRICAL POWER	15211	ROCKY MOUNTAIN POWER	UTILITY BILLING	1222225	12/22/2025	91.19
Total 526052301:						91.19
526052801						
52-605-2801 DRY CLEANING & LAU	595	ALSCO	LAUNDRY SERVICES	DEC2025	12/31/2025	69.12
Total 526052801:						69.12
526053206						
52-605-3206 TIRES, TUBES	6909	FREEWAY TIRE	TIRES	92923	12/16/2025	4,401.36
Total 526053206:						4,401.36
526053208						
52-605-3208 MISCELLANEOUS SUP	12383	MURDOCHS	PARTS	11112-70113/12	12/31/2025	8.99
Total 526053208:						8.99
526053801						
52-605-3801 SMALL TOOLS	12383	MURDOCHS	SMALL TOOLS	11112-70113/12	12/31/2025	31.98

GL Account and Title	Vendor Number	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount
Total 526053801:						
						31.98
526053803						
52-605-3803 RECYCLING EXPENSE	15211	ROCKY MOUNTAIN POWER	UTILITY BILLING	1222225	12/22/2025	192.47
Total 526053803:						192.47
526054708						
52-605-4708 HEAVY TOOLS	6615	FIRST BANK	VISA BILLING	MC122625	12/26/2025	449.92
Total 526054708:						449.92
526055401						
52-605-5401 PROPERTY DAMAGE	10801	LOCAL GOV'T LIABILITY PO	CARLSON CLAIM	16188	12/11/2025	4,101.29
Total 526055401:						4,101.29
526055603						
52-605-5603 AWARDS	6615	FIRST BANK	VISA BILLING	MC122625	12/26/2025	85.00
Total 526055603:						85.00
526055706						
52-605-5706 AUDITING	13923	PORTER MUIRHEAD CORNI	AUDIT FEES	264009	12/22/2025	10,000.00
Total 526055706:						10,000.00
606075210						
60-607-5210 REPRODUCTION	12369	MTN WEST BUSINESS SOL	SERVICE AGREEMENT	INV51183	12/01/2025	295.48
60-607-5210 REPRODUCTION	12369	MTN WEST BUSINESS SOL	SERVICE AGREEMENT	INV51414	12/08/2025	261.45
60-607-5210 REPRODUCTION	12369	MTN WEST BUSINESS SOL	SERVICE AGREEMENT	INV51448	12/10/2025	177.33
60-607-5210 REPRODUCTION	12369	MTN WEST BUSINESS SOL	SERVICE AGREEMENT	INV51477	12/12/2025	161.20
60-607-5210 REPRODUCTION	12369	MTN WEST BUSINESS SOL	SERVICE AGREEMENT	INV51496	12/15/2025	30.00
Total 606075210:						925.46
606078403						
60-607-8403 GAS/DIESEL	14567	RELADYNE	FUEL	1313037-IN	12/11/2025	7,886.54
Total 606078403:						7,886.54
625032204						
62-503-2204 GROUNDS & LAWN VE	6615	FIRST BANK	VISA BILLING	MC122625	12/26/2025	708.34
Total 625032204:						708.34
625032701						
62-503-2701 COMPUTER/DATA PR	6391	EVN TEC	SERVICES	15755	11/03/2025	53.34
Total 625032701:						53.34

GL Account and Title	Vendor Number	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount
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GL Account and Title	Vendor Number	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount
625032704						
62-503-2704 LICENSING/OTHER S	6615	FIRST BANK	VISA BILLING	MC122625	12/26/2025	1,100.00
Total 625032704:						1,100.00
625033106						
62-503-3106 GENERAL OFFICE SU	6615	FIRST BANK	VISA BILLING	MC122625	12/26/2025	24.75
Total 625033106:						24.75
625033505						
62-503-3505 ATHLETIC EQUIPMEN	6615	FIRST BANK	VISA BILLING	MC122625	12/26/2025	227.94
Total 625033505:						227.94
625033506						
62-503-3506 PRO SHOP SUPPLIES	20489	WILSON SPORTING GOODS	PRO SHOP SUPPLIES	4553908756	12/10/2025	301.68
Total 625033506:						301.68
625034302						
62-503-4302 GOLF CARTS - INTER	21287	YAMAHA MOTOR CORP US	INTEREST	16148	12/07/2025	649.88
Total 625034302:						649.88
625034303						
62-503-4303 GOLF CARTS - PRINCI	21287	YAMAHA MOTOR CORP US	PRINCIPAL	16148	12/07/2025	4,250.61
Total 625034303:						4,250.61
625034304						
62-503-4304 GOLF COURSE EQUIP	5397	DLL PUBLIC FINANCE LLC	PRINCIPAL	593628845	12/18/2025	2,324.31
Total 625034304:						2,324.31
625034305						
62-503-4305 GOLF EQUIP LEASE - I	5397	DLL PUBLIC FINANCE LLC	INTEREST	593628845	12/18/2025	714.36
Total 625034305:						714.36
625035909						
62-503-5909 CONTRACT SERVICES	6321	EVANSTON PARKS & REC D	GOLF	DEC2025	12/31/2025	18,277.15
Total 625035909:						18,277.15
705022101						
70-502-2101 BUILDING/GENERAL M	3031	CAZIN'S	PARTS	921525	12/19/2025	55.21
70-502-2101 BUILDING/GENERAL M	9881	KALLAS AUTOMOTIVE	PARTS	411341	12/08/2025	27.46
70-502-2101 BUILDING/GENERAL M	12383	MURDOCHS	PARTS	11112-70113/12	12/31/2025	40.96
Total 705022101:						123.63

GL Account and Title	Vendor Number	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount
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GL Account and Title	Vendor Number	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount
705022116						
70-502-2116 WATERWAYS & IRRIGA	3031	CAZIN'S	PARTS	920876	12/04/2025	53.07
70-502-2116 WATERWAYS & IRRIGA	3031	CAZIN'S	PARTS	921084	12/09/2025	75.52
70-502-2116 WATERWAYS & IRRIGA	3031	CAZIN'S	PARTS	921114	12/10/2025	93.53
70-502-2116 WATERWAYS & IRRIGA	5901	ELLINGFORD BROS INC	PARTS	S75972	12/17/2025	37.65
70-502-2116 WATERWAYS & IRRIGA	6615	FIRST BANK	VISA BILLING	MC122625	12/26/2025	41.02
Total 705022116:						300.79
705022201						
70-502-2201 MOTOR VEHICLES	9681	KALLAS AUTOMOTIVE	PARTS	411110	12/05/2025	26.38
Total 705022201:						26.38
705022301						
70-502-2301 ELECTRICAL POWER	15211	ROCKY MOUNTAIN POWER	UTILITY BILLING	1222225	12/22/2025	201.08
Total 705022301:						201.08
705022701						
70-502-2701 COMPUTER/DATA PR	6615	FIRST BANK	VISA BILLING	MC122625	12/26/2025	1,379.47
Total 705022701:						1,379.47
705023204						
70-502-3204 LUBRICANTS & OILS	6615	FIRST BANK	VISA BILLING	MC122625	12/26/2025	845.92
70-502-3204 LUBRICANTS & OILS	9681	KALLAS AUTOMOTIVE	PARTS	411851	12/12/2025	13.35
Total 705023204:						859.27
705023401						
70-502-3401 FIRST AID/SAFETY SU	12383	MURDOCHS	UNIFORM	11112-70113/12	12/31/2025	64.99
Total 705023401:						64.99
705023812						
70-502-3812 CHEMICAL/ROAD SAL	6615	FIRST BANK	VISA BILLING	MC122625	12/26/2025	1,510.61
Total 705023812:						1,510.61
705024314						
70-502-4314 GROUNDS/LAWN EQU	6615	FIRST BANK	VISA BILLING	MC122625	12/26/2025	3,336.58
Total 705024314:						3,336.58
705025905						
70-502-5905 CONTRACT SERVICES	6321	EVANSTON PARKS & REC D	CEMETERY	DEC2025	12/31/2025	12,662.95
Total 705025905:						12,662.95
714469210						
71-446-9210 Marketing Contract	21245	XO XTREME MARKETING G	MARKETING	4939	12/15/2025	21,083.33

GL Account and Title	Vendor Number	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount
Total 714469210:						21,083.33
714469230						.
71-446-9230 Other Marketing	5523	DOWN TOWN EVANSTON	MAIN STREET CASH	01	12/15/2025	20.00
Total 714469230:						20.00
Grand Totals:						646,992.14

AP Clerk



Date:

12-31-25

City Treasurer:

Date:

Mayor:

Date:

Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

CITY OF EVANSTON
FUND SUMMARY
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2025

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	VARIANCE	PCNT
<u>REVENUE</u>					
GENERAL PROPERTY TAXES	9,061.89	27,548.01	609,500.00	581,951.99	4.5
LOCAL SALES & USE TAX	290,174.72	748,769.93	2,810,500.00	2,061,730.07	26.6
STATE & COUNTY SHARED REVENUE	637,381.26	1,450,729.67	4,131,900.00	2,681,170.33	35.1
OTHER TAXES/ROYALTIES	5,599.24	1,143,690.69	3,579,869.00	2,436,178.31	32.0
FRANCHISE TAXES	18.92	47,123.70	168,500.00	121,376.30	28.0
BUSINESS LICENSES & PERMITS	12,925.00	32,986.50	98,800.00	65,813.50	33.4
NON-BUSINESS LIC & PERMITS	4,541.00	28,605.70	101,250.00	72,644.30	28.3
GENERAL GOVERNMENT	10,767.57	32,252.40	45,035.00	12,782.60	71.6
PUBLIC SAFETY	2,111.04	7,096.84	30,350.00	23,253.16	23.4
FINES	12,155.00	38,923.00	141,150.00	102,227.00	27.6
LEASES	14,275.00	30,875.00	101,301.00	70,426.00	30.5
INTEREST EARNINGS	24,861.61	150,704.84	651,350.00	500,645.16	23.1
FAIR MARKET VALUE ADJUSTMENTS	31,265.45	109,252.38	.00	(109,252.38)	.0
GRANT REVENUE - GENERAL FUND	61,149.09	131,213.32	1,138,110.11	1,006,896.79	11.5
DESIGNATED RESERVE REVENUE	.00	.00	1,500,000.00	1,500,000.00	.0
	1,116,286.79	3,979,771.98	15,107,615.11	11,127,843.13	26.3
<u>EXPENDITURES</u>					
CITY COUNCIL-ADMINISTRATION	15,040.86	69,228.06	247,565.00	178,336.94	28.0
EMERGENCY RESERVE	.00	.00	65,000.00	65,000.00	.0
JUDICIAL - ADMINISTRATION	9,276.18	33,388.96	202,685.00	169,296.04	16.5
EXECUTIVE - ADMINISTRATION	6,660.93	17,948.38	140,800.00	122,851.62	12.8
ATTORNEY	12,482.55	38,306.47	195,205.00	156,898.53	19.6
MAYOR'S CONTINGENCY	.00	.00	10,000.00	10,000.00	.0
ENGINEERING/PLANNING	29,074.66	89,849.70	460,735.00	370,885.30	19.5
URBAN RENEWAL	645.00	7,895.27	71,500.00	63,604.73	11.0
TREASURY	44,574.33	103,976.44	518,950.00	414,973.56	20.0
CLERK	15,314.50	44,186.54	213,400.00	169,213.46	20.7
INFORMATION TECHNOLOGY	41,341.80	102,570.70	593,875.00	491,304.30	17.3
GENERAL SERVICES	75,855.50	279,935.56	1,354,800.00	1,074,864.44	20.7
COMMUNITY DEVELOPMENT	29,454.31	69,486.65	325,865.00	256,378.35	21.3
PARKS & REC ADMINISTRATION	232,890.26	839,690.79	2,844,683.00	2,004,992.21	29.5
POLICE - ADMINISTRATION	44,301.49	122,855.95	635,850.18	512,994.23	19.3
INVESTIGATION	72,113.67	191,927.31	927,400.00	735,472.69	20.7
PATROL	219,610.49	578,442.25	2,706,600.00	2,128,157.75	21.4
SUPPORT	20,852.04	62,283.35	389,400.00	327,116.65	16.0
POLICE - GRANTS	12,714.52	57,427.63	287,180.25	229,752.62	20.0
PUBLIC WORKS - ADMINISTRATION	13,394.99	44,768.84	217,315.00	172,546.16	20.6
STREETS	56,211.08	225,253.20	2,394,600.00	2,169,346.80	9.4
GENERAL FUND CAPITAL OUTLAY	10,122.34	72,064.89	1,015,000.00	942,935.11	7.1
COM DEV CAPITAL OUTLAY	8,026.32	213,049.84	1,419,000.00	1,205,950.16	15.0
PARKS & REC CAPITAL OUTLAY	.00	101,422.20	1,700,000.00	1,598,577.80	6.0
PWORKS CAPITAL OUTLAY	.00	283.05	2,380,000.00	2,379,716.95	.0
COUNTY FEES & COMMUNITY GRANT	94,682.25	311,790.75	866,500.00	554,709.25	36.0
HUMAN SVC & PROMOTIONAL GRAN	25,000.00	28,888.00	350,552.00	321,664.00	8.2
AIRPORT JPB GRANT	.00	.00	124,660.00	124,660.00	.0
POSTAGE METER LEASE	1,751.67	1,751.67	.00	(1,751.67)	.0

CITY OF EVANSTON
FUND SUMMARY
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2025

GENERAL FUND

PERIOD ACTUAL	YTD ACTUAL	BUDGET	VARIANCE	PCNT
1,091,391.74	3,708,672.45	22,659,120.43	18,950,447.98	16.4
24,895.05	271,099.53	(7,551,505.32)	(7,822,604.85)	3.6

FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2025

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	VARIANCE	PCNT
REVENUE					
WATER RECEIPTS	275,134.42	1,142,268.80	2,131,000.00	988,731.20	53.6
INTEREST EARNINGS	24,444.59	76,472.56	196,000.00	119,527.44	39.0
GRANTS - WATER FUND	.00	8,710.00	1,475,150.00	1,466,440.00	.6
	299,579.01	1,227,451.36	3,802,150.00	2,574,698.64	32.3
EXPENDITURES					
WATER	270,542.23	703,599.19	3,015,850.00	2,312,250.81	23.3
PWORKS CAPITAL OUTLAY	691,432.59	1,270,365.21	4,386,000.00	3,115,634.79	29.0
	961,974.82	1,973,964.40	7,401,850.00	5,427,885.60	26.7
	(662,395.81)	(746,513.04)	(3,599,700.00)	(2,853,186.96)	(20.7)

CITY OF EVANSTON
FUND SUMMARY

WASTE WATER FUND

REVENUE

EXPENDITURES

CITY OF EVANSTON
FUND SUMMARY

GOLF FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	VARIANCE	PCNT
REVENUE					
PARKS & RECREATION	90,550.63	384,353.27	640,600.00	256,246.73	60.0
	90,550.63	384,353.27	640,600.00	256,246.73	60.0
EXPENDITURES					
GOLF COURSE	136,303.16	336,607.26	1,384,401.00	1,047,793.74	24.3
PARKS & REC CAPITAL OUTLAY	4,048.00	23,463.89	44,000.00	20,536.11	53.3
	140,351.16	360,071.15	1,428,401.00	1,068,329.85	25.2
	(49,800.53)	24,282.12	(787,801.00)	(812,083.12)	3.1

CITY OF EVANSTON FUND SUMMARY

CEMETERY FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	VARIANCE	PCNT
REVENUE					
CEMETERY RECEIPTS	5,275.00	22,025.00	50,000.00	27,975.00	44.1
	5,275.00	22,025.00	50,000.00	27,975.00	44.1
EXPENDITURES					
CEMETERY	33,908.07	63,901.67	376,584.00	312,682.33	17.0
CEMETERY CAPITAL OUTLAY	.00	80,669.74	97,220.00	16,550.26	83.0
	33,908.07	144,571.41	473,804.00	329,232.59	30.5
	(28,633.07)	(122,546.41)	(423,804.00)	(301,257.59)	(28.9)

CITY OF EVANSTON FUND SUMMARY

LODGING TAX FUND

REVENUE

EXPENDITURES

BOARD APPOINTMENTS

January 6th, 2026

Uinta County Economic Development Board

Term – 3 years

Dan Wheeler(reappointment).....January 2029

Lodging Tax Board

Term – 3 years

Dan Wheeler (reappointment)January 2029

Appointment of Department Heads/Attorneys/Municipal Judge

Chief of Police – Mike Vranish

City Clerk – Diane Harris

City Treasurer – Trudy Lym

Community Development Director – Rocco O'Neill

Director of Engineering and Planning – Damon Newsome

Public Works Director – Gordon Robinson

City Attorney/City Prosecutor – Mark Harris

Municipal Court Judge – Dean Stout

Alternate Municipal Court Judge – Geoff Phillips

River Oaks Communications Corporation

Denver Office:

10940 S. Parker Road, Suite #766
Parker, Colorado 80134
Telephone: (303) 947-6133
E-Mail: bduchen@rivoaks.com

Colorado Springs Office:

710 Count Pourtales Drive
Colorado Springs, Colorado 80906
Telephone: (719) 339-4604
E-Mail: tduchen@rivoaks.com

December 17, 2025

Mark W. Harris
Evanston City Attorney
City of Evanston
1200 Main Street
Evanston, WY 82930

Dear Mark:

We are writing regarding the interest of the City of Evanston ("City") in entering into an agreement with River Oaks Communications Corporation ("River Oaks") to work on the City's behalf regarding a new Agreement (either a Cable or Telecommunications Franchise depending on the type of services to be provided) with All West/Wyoming, Inc. ("All West"). A Scope of Work is attached to this letter agreement.

River Oaks shall invoice the City on a monthly basis for services as outlined in the Scope of Work. Payment shall be remitted by the City to River Oaks within thirty (30) days after receipt of River Oaks' invoice(s).

River Oaks is an independent contractor hereunder. This letter agreement sets forth the entire agreement between the parties concerning the subject matter hereof.

If all of the foregoing is acceptable, please sign below and return a copy of this letter agreement to us. River Oaks is pleased to be working with the City.

Sincerely,

Robert M. Duchon
Vice President

Accepted and agreed to this ____ day of _____, 202__.

City of Evanston

By: _____
Mark W. Harris - City Attorney

SCOPE OF WORK

- A. Review the City Code for cable television, telecommunications, right-of-way and other regulations.
- B. Discuss strategies with the City for negotiating a Franchise based upon applicable federal, State and local law.
- C. Work closely with the City Attorney, and draft, develop and negotiate a new Franchise with All West.
- D. Participate in Zoom/Teams meetings and phone calls with the City and All West.
- E. Prepare the new Franchise for City Council approval.
- F. Provide other consulting services as requested by the City.

Fees and Expenses

River Oaks will bill the City at the hourly rate of \$285 plus expenses for this off-site work. Our work will be subject to the cooperation and responsiveness of All West. River Oaks estimates that the fees for 3 1/2- 4 days of work plus expenses related to this Franchise will not exceed \$7,900 - \$9,300. Any supplemental hours would be subject to the mutual written agreement of the parties.

The timeline for this project is anticipated to be 4-6 months.

It shall be the City's decision whether to enter into a new Franchise with All West.

Reimbursable Direct Costs

- Outside Clerical
- Travel (upon request)

River Oaks Communications Corporation

Denver Office:

10940 S. Parker Road, Suite #766
Parker, Colorado 80134
Telephone: (303) 947-6133
E-Mail: bduchen@rivoaks.com

Colorado Springs Office:

710 Count Pourtales Drive
Colorado Springs, Colorado 80906
Telephone: (719) 339-4604
E-Mail: tduchen@rivoaks.com

December 17, 2025

Mark W. Harris
Evanston City Attorney
City of Evanston
1200 Main Street
Evanston, WY 82930

Dear Mark:

We are writing regarding the interest of the City of Evanston ("City") in entering into an agreement with River Oaks Communications Corporation ("River Oaks") to work on the City's behalf regarding a Telecommunications Franchise with Visionary Communications, LLC ("Visionary"). A Scope of Work is attached to this letter agreement.

River Oaks shall invoice the City on a monthly basis for services as outlined in the Scope of Work. Payment shall be remitted by the City to River Oaks within thirty (30) days after receipt of River Oaks' invoice(s).

River Oaks is an independent contractor hereunder. This letter agreement sets forth the entire agreement between the parties concerning the subject matter hereof.

If all of the foregoing is acceptable, please sign below and return a copy of this letter agreement to us. River Oaks is pleased to be working with the City.

Sincerely,

Robert M. Duchen
Vice President

Accepted and agreed to this ____ day of _____, 202__.

City of Evanston

By: _____
Mark W. Harris - City Attorney

SCOPE OF WORK

- A. Review the City Code for cable television, telecommunications, right-of-way and other regulations.
- B. Discuss strategies with the City for negotiating a Franchise based upon applicable federal, State and local law.
- C. Work closely with the City Attorney, and draft, develop and negotiate a new Franchise with Visionary.
- D. Participate in Zoom/Teams meetings and phone calls with the City and Visionary.
- E. Prepare the new Franchise for City Council approval.
- F. Provide other consulting services as requested by the City.

Fees and Expenses

River Oaks will bill the City at the hourly rate of \$285 plus expenses for this off-site work. Our work will be subject to the cooperation and responsiveness of Visionary. River Oaks estimates that the fees for 2 1/2 days of work and expenses related to this Franchise will not exceed \$5,800. Any supplemental hours would be subject to the mutual written agreement of the parties.

The timeline for this project is anticipated to be 3-4 months.

It shall be the City's decision whether to enter into a new Franchise with Visionary.

Reimbursable Direct Costs

- Outside Clerical
- Travel (upon request)

RESOLUTION 26 – 01

**A RESOLUTION OF THE CITY OF EVANSTON, WYOMING,
AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH
CONWEST, INC. FOR THE COMPLETION OF ALL WORK REQUIRED
FOR CONSTRUCTION OF THE EVANSTON PARKS & RECREATION
FACILITY REROOF PROJECT.**

WHEREAS, the City of Evanston has planned and designed the reconstruction of the roof of the Evanston Recreation Center (“Project”); and

WHEREAS, Conwest, Inc. (“Conwest”) submitted the low bid for the Project and was awarded the bid for the Project; and

WHEREAS, the City of Evanston and Conwest are prepared to enter into an agreement whereby Conwest will provide all materials and labor specified in the plans and specifications and the bid proposal documents for the Project;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF EVANSTON, WYOMING THAT:

Section 1: The Mayor is hereby authorized to execute, and the City Clerk attest, on behalf of the City of Evanston, the Agreement between the City of Evanston as Owner, and Conwest, Inc.as Contractor, a copy of which is attached hereto, for completion of all work necessary for the reconstruction of the roof of the Evanston Recreation Center.

PASSED, APPROVED AND ADOPTED this 6th day of January 2026.

Kent H. Williams, Mayor

ATTEST:

Diane Harris, City Clerk

Schmidt	_____
Lind	_____
Perkes	_____
Williams	_____
Sellers	_____
Welling	_____
Hegeman	_____

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between CITY OF EVANSTON, WYOMING ("Owner") and CONWEST INCORPORATED ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

- Verification of existing roof drain system function.
- Demolition of the solar panel system and stands to decking substrate.
- Demolition of the solar panel system related piping, and electrical components.
- Demolition and replacement of the existing roof system, including:
 - Roof to decking substrate
 - Masonry wall coping caps
 - Curbs and equipment supports
 - Roof drain and leader connections
 - Conduits, fans, vents, and heat stack flashings
 - Skylights (Demolition only)
 - Roof hatch
- Installation of:
 - (1) Ply SBS Base and (1) PLY Mineral Cap In Cold Adhesive
 - Non-Fleece Kee Wall Flashing System
 - PVC Clad Metal Counterflashing
 - Expansion joints

ARTICLE 2—THE PROJECT

2.01 The project, of which the work under the contract documents is a part, is generally described as follows: Evanston Parks & Recreation Facility Reroof Project.

ARTICLE 3—ENGINEER

3.01 The Owner has retained CREST, LLC ("Engineer") to act as the Owner's representative, assume all duties and responsibilities of the Engineer, and have the rights and authority assigned to the Engineer in the Contract.

ARTICLE 4—CONTRACT TIMES

4.01 Time is of the essence

- A. All time limits for Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Contract Times: Dates

- A. The Work will be substantially complete on or before June 30, 2025, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before July 30, 2025.

4.05 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
 - 1. Substantial Completion: Contractor shall pay Owner 0.20% of the Contract Price for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion until the Work is substantially complete.
 - 2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner 0.40% of the Contract Price for each day that expires after such time until the Work is completed and ready for final payment.
 - 4. Liquidated damages for failing to timely attain Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

4.06 Special Damages

- A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.
- C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

ARTICLE 5—CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:
 - A. For all Unit Price Allowances, and Unit and Lump Sum Price Work, at the prices stated in Contractor's Bid, attached hereto as the Bid Form - Schedule of Values, an amount equal to the sum of the extended prices (established for each separately identified item of Work in the Schedule of Values by multiplying the Bid Unit Price times the actual quantity of that item).

LUMP SUM BID AMOUNT: \$999,700.00

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by the Engineer.

ARTICLE 6—PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by the Engineer as provided in the General Conditions.
- B. Application for Payment shall be made on the project Contractor's Application for Payment form and in the same line items as the Bid Form - Schedule of Values.

6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the 25th day of each month during the performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
 - a. 95 percent of the value of the Work completed (with the balance being retainage).
 - b. Zero percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

6.03 Final Payment

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 Consent of Surety

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 Interest

- A. All amounts not paid when due will bear interest at the rate of zero percent per annum.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 Contents

- A. The Contract Documents consist of all of the following:
 - 1. This Agreement.

2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 3. General Conditions.
 4. Supplementary Conditions.
 5. Special Provision
 6. Specifications as listed in the table of contents of the project manual (copy of list attached).
 7. Drawings (not attached but incorporated by reference) consisting of 12 sheets with each sheet bearing the following general title: EVANSTON PARKS & RECREATION FACILITY REROOF PROJECT.
 8. Addenda (numbers 0 to 0, inclusive).
 9. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid Form
 - b. Bid Form - Schedule of Values
 - c. Information Required of Bidders
 10. The following, which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Non-Conforming Work Notice
 - e. Field Orders
 11. Other documents that may be called out in Section SP 01090 References of the Special Provisions.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 Contractor's Representations

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.

4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 Standard General Conditions

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or “track changes” (redline/strikeout), or in the Supplementary Conditions.

ARTICLE 9 – OTHER PROVISIONS

- 9.01 Sovereign Immunity: Client does not waive sovereign immunity by entering into the Underlying Agreement, and specifically retains immunity and all defenses available to the Client as a sovereign pursuant to Wyo. Stat. § 1-39-104(a) and all other state law.
- 9.02 Confidentiality: This agreement is amended to provide that the Parties agree that the law governing confidentiality shall be the applicable Wyoming Law, including the public records statutes, (Wyo. Stat. §§ 16-4-201--16-4-205) and the public meetings statutes, (Wyo. Stat. §§ 16-4-401--16-4-408), and all other state law.
- 9.03 Indemnification: Despite any indemnification provisions set forth in the Underlying Agreement, the Parties agree the Owner shall have no indemnification obligations that exceed or are in contravention of any applicable law, including, but not limited to, Wyoming Constitution Article 16, Sections 6 and 7.
- 9.04 Governing Law and Venue: This Agreement is made under Wyoming law, and the construction, interpretation, and enforcement of the Underlying Agreement shall be governed by the laws of the State of Wyoming. The courts of the State of Wyoming shall have jurisdiction over the Underlying Agreement and the Parties, and the venue for any court proceeding shall be the Third Judicial District, Uinta County, Wyoming. The other terms of Section 8 shall remain in full force and effect.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____, 20____ (which is the Effective Date of the Contract).

Owner:

City of Evanston, Wyoming

(typed or printed name of organization)

By:

(individual's signature)

Date:

(date signed)

Name: Kent H. Williams

(typed or printed)

Title: Mayor

(typed or printed)

Attest:

(individual's signature)

Title: City Clerk

(typed or printed)

Address for giving notices:

1200 Main Street

Evanston, Wyoming 82930

Designated Representative:

Name: Kim Larson

(typed or printed)

Title: Executive Director

(typed or printed)

Address:

Phone:

Email:

(If [Type of Entity] is a corporation, attach evidence of authority to sign. If [Type of Entity] is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Contractor:

Conwest, Incorporated

(typed or printed name of organization)

By:

(individual's signature)

Date:

12/18/2025

(date signed)

Name: Phil Scarbrough

(typed or printed)

Title: President

(typed or printed)

(If [Type of Entity] is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

(individual's signature)

Title:

Secretary

(typed or printed)

Address for giving notices:

Conwest, Inc.

2064 East Graystone Ln.

Draper, UT 84020-9120

Designated Representative:

Name: Phil Scarbrough

(typed or printed)

Title: President

(typed or printed)

Address:

Conwest, Inc.

2064 East Graystone Ln.

Draper, UT 84020-9120

Phone: (801) 860-6406

Email: phil@conwestinc.com

License No.: 8588

(where applicable)

State: Evanston, Wy.

APPROVAL AS TO FORM
EVANSTON CITY ATTORNEY'S OFFICE:
Evanston Parks & Recreation Facility Reroof Project



Mark W Harris, Evanston City Attorney

Date: [January 6, 2026](#)

RESOLUTION 26 – 02

**A RESOLUTION OF THE CITY OF EVANSTON, WYOMING
AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES
AGREEMENT WITH CREST, LLC, A WYOMING LIMITED LIABILITY
COMPANY, TO PROVIDE ENGINEERING SERVICES RELATING TO
THE EVANSTON PARKS AND RECREATION CENTER RETAINING
WALL MITIGATION, SITE GRADING IMPROVEMENTS, AND
EROSION CONTROL PROJECT.**

WHEREAS, the Evanston Parks and Recreation District (“District”) and City of Evanston have been evaluating a retaining wall, site grading and erosion control of the Evanston Recreation Center site, and the City has budgeted and appropriated funds for planning, designing and construction of a retaining wall, site grading and erosion control systems surrounding the facility; and

WHEREAS, the District previously requested IGES, Inc. perform an analysis of the site and stability of retaining walls on the Center site, and outline mitigation and stabilization strategies regarding soil conditions and mitigation to allow the facility to continue functioning without interruption; and

WHEREAS, the analysis indicated several factors were contributing to drainage and potential structural issues and Crest, LLC, a Wyoming limited liability company, has submitted a proposal to the District and City regarding the design, bidding and construction of improvements and condition mitigation associated with the Project; and

WHEREAS, it would be in the best interests of the City of Evanston to accept the proposal and enter an agreement with Crest, LLC for such purpose,

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF EVANSTON, WYOMING THAT:

Section 1: The Mayor is hereby authorized to execute, and the City Clerk attest, on behalf of the City of Evanston, a Professional Services Agreement between the City of Evanston and Crest, LLC, a copy of which is attached hereto.

PASSED, APPROVED AND ADOPTED this 6th day of January 2026.

Kent H. Williams, Mayor

ATTEST:

Diane Harris, City Clerk

Schmidt _____
Lind _____
Perkes _____
Williams _____
Welling _____
Sellers _____
Hegeman _____

PROFESSIONAL SERVICES AGREEMENT

**Consultant:**

Crest, LLC
235 Washakie Drive, P.O. Box 1047
Evanston, Wyoming 82930

Client:

City of Evanston
1200 Main Street
Evanston, Wyoming 82930

- A.** This is a PROFESSIONAL SERVICE AGREEMENT, effective as of _____, 2025 ("Effective Date") between Consultant and Client named above. Client's project, of which Consultant's services under this Agreement are a part, is generally identified as follows:
- B. PROJECT NAME:** Evanston Parks and Recreation (EPRD) Facility Retaining Wall Mitigation, Site Grading Improvements, and Erosion Control.
- C. PROJECT LOCATION:** 275 Saddle Ridge Road, Evanston, WY 82930
- D. PROJECT COORDINATORS:** Owner: Kim Larson Consultant: Brent Sanders, PE
- E. PROJECT UNDERSTANDING:** The purpose of Crest LLC's services is to provide Professional Design, Bidding, and Construction Observation services for the following areas:
1. Retaining Wall – These services will include a design that incorporates the "Rockery Design Package" from IGES, dated 05/12/2025. Additional design will be completed for area grading and drainage due to lowering the existing wall and the impact of the new rock wall. Subsurface drainage is necessary for the area to direct water away from the retaining walls. If possible, the subsurface drainage design will utilize the existing catch basin structures, potentially at new locations. All drainage will be routed to the existing subsurface system at the west end of the staff parking area.
 2. Site Grading Improvements - These services will include grading and drainage design on the north and east sides of the Rec. Center structure. In our opinion, uncontrolled erosion over many years has caused sediment buildup against the building's foundation, hindering the existing subsurface drainage system from functioning properly. The east end of the building lacks adequate drainage control, leading to surface water accumulation, ponding in certain areas, and gathering at the foundation and stairwell. Our design will create grading that encourages water to flow away from the foundation and into a subsurface system. If possible, this subsurface drainage system will incorporate the existing catch basin structures at new locations. Water on the east side and northeast end of the structure will be managed through demolition and modifications to the landscaping and concrete. Per discussions with the City Engineering Department, a retention pond will be added at the east end to hold and slow runoff. For storm events exceeding the 25-year design storm, overtopping water will be routed across the sidewalk and into the gutter of City View Drive.
 3. Erosion Control – Slopes on the property have been exposed for many years and have been eroding more each year, propagating toward the uphill neighboring property. The erosion is also depositing material below the slope, which has clogged storm drain channels and inlet boxes. An assessment of the slope is needed to propose solutions to maintain stability and provide for erosion control. Recommendations are also needed for erosion control of the new drainage channels, disturbed areas, and lining of the retention pond at the east end of the Rec Center.
- F. SCOPE OF SERVICES:** Consultant shall provide, or cause to be provided, the services set forth in the Scope of Services. If authorized by Client, or if required because of changes in the Project, Consultant shall furnish services in addition (additional services) to those set forth in the Scope of Services below. Client shall pay Consultant for its services as set forth in FEES section below.
1. Design Services
 - i. Construction Plan Development:
 - a. Retaining Wall - Preparation of dimensioned plan(s), details, and section views shall be based on existing site topography and "Rockery Design Package" from IGES, dated 05/12/2025. Anticipated plans include area grading and surface/subsurface drainage design for a stormwater system.

- b. Site Grading Improvements - Preparation of dimensioned plan(s), details, and section views. Anticipated plans include area re-grading along the north and east ends of the structure, surface/subsurface drainage for a stormwater system, and a retention pond.
 - c. Erosion Control (Subconsultant Service) - Engineering design services consisting of assessing the exposed cut slope southeast of the Rec. Center. IGES will visit the site to assess the current slope conditions, obtain a sample for strength testing, and then work with Crest LLC to provide cost-effective mitigation solutions to maintain stability, provide for erosion control, and a liner for the retention pond.
 - ii. Design Development Review meetings will be held with the Owner at the 50% and 95% complete stages to discuss and review the design. Any additional work required as a result of comments or changes made by parties other than Crest after the 95% review comments have been addressed should be outside the scope of services for this agreement and shall be an additional service.
- 2. Bidding Services
 - i. Compile public bidding documents with a Project Manual.
 - ii. Bid Advertisement and Pre-Bid Meeting – Upon written authorization from the Owner, Crest will advertise the Bid Invitation in the local and regional newspapers once per week for three (3) weeks. All advertising fees shall be directly billed to and paid for by the Client. Crest will then conduct a mandatory Pre-bid meeting at the Owner's office and provide support and responses to questions during the bidding process.
 - iii. Response to Contractor questions – Our team will respond, in writing, to properly submitted contractor questions related to the bidding process or construction documents.
 - iv. Bid Opening and Evaluation of Bids - Crest will hold a public bid opening at the Owner's office. An evaluation of each bid will be conducted in the days following the bid opening to verify the completeness of the bids. Crest will provide a written evaluation of the apparent low bidder to the Owner and offer a recommendation award.
- 3. Construction Services
 - i. Notice of Award & Construction Contract - After being authorized by the Owner, Crest will issue Notice of Award and set up the Agreement between the Owner and the Contractor, review Bonds and Insurance, and issue Notice to Proceed.
 - ii. Pre-Construction Meeting – Conduct a Pre-construction meeting at the project site and provide a Project Manual(s) to the contractor.
 - iii. Submittals - Review Contractor Submittals that are required by the plans and specifications. Review contractor-submitted materials reports during construction to ensure conformance with the plans and specifications.
 - iv. Construction Observation - Visit the site during construction at intervals Crest deems necessary. Crest will provide an average of 8 hours of construction observation and office reporting time per week of construction, resulting in approximately "half-time" observation. The Contractor shall be responsible for notifying Crest when critical elements are installed to allow Crest to observe these items before they are covered. It should be noted that construction time is dependent on the contractor's efficiency and productivity and may increase or decrease the amount of time needed for "half-time" observations.
 - v. Conduct weekly Owner-Engineer-Contractor (OEC) meeting at the site. – Review project progress vs. contractor-provided schedules, answer contractor and/or Owner questions.
 - vi. Process Pay Applications and Project Close-Out - Crest will process progress and final pay applications from the contractor and review required lien releases and other certifications. Crest will conduct a final walk-through and develop a punch list with a Substantial Completion Certificate. Advertise for final payment and release of retainage per the state statutes before processing the final payment application.

It is understood that the Scope of Services of this professional service agreement describes intended work tasks and subsequent deliverable items. It is also understood that the client shall not assume that additional work or responsibility thereof shall be accepted by Crest based on consultation and/or communication outside the included Scope of Services and intended work tasks and Instruments of Service.

G. INSTRUMENTS OF SERVICE:

1. Design – Construction Plans and Specifications. (11" x 17" PDF files)
2. Bidding:
 - i. Project Manual
 - ii. Evaluation of Bids
3. Construction Services
 - i. Notice of Award
 - ii. Notice to Proceed
 - iii. Change Orders
 - iv. Request for payments
 - v. Certificate of Substantial Completion

H. FEES:

<u>Scope of Service Item</u>	<u>Fee</u>
1. Design Services (Include fee for IGES sub-consultant services)	\$ 51,960.02
2. Bidding Services • All advertising fees shall be directly billed to and paid for by the Client	\$ 3,197.54
3. Construction Services	<u>\$24,780.93</u>
Estimated Total Fee	\$79,938.49

Fees are based on the Scope of Service outlined above. Fees will be billed on a lump sum, percent complete basis. Additional services shall be billed per current Crest, LLC rates.

- I. BILLING:** Consultant shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Client on a monthly basis. Invoices are due and payable within 30 days of receipt. If Client fails to make any payment due Consultant for services and expenses within 30 days after receipt of Consultant's invoice, then the amounts due Consultant will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Consultant may, after giving seven days written notice to Client, suspend services under this Agreement until Consultant has been paid in full all amounts due for services, expenses, and other related charges. Client waives any and all claims against the consultant for any such suspension. Payments will be credited first to interest and then to principal
- J. TIME OF PERFORMANCE:** Consultant shall complete its Design Services within 2 months upon EPRD approval to proceed with design. Public bidding shall be conducted per state statutes and is expected to take one month (minimum) from the date of first advertisement. However, Crest understands that any change in scope or cost of services would necessitate a change order that would likely require approval by the Owner Council. As such, Crest cannot be responsible for any bidding or construction delays associated with change orders and the time needed to obtain approval at a regularly scheduled Owner council meeting

If the Project includes construction-related professional services, then the Consultant's time for completion of construction services is conditioned on the time for the Client and its contractor(s) to complete construction, not exceeding 84 working days from the construction Notice to Proceed. If the actual time to complete construction exceeds the number of working days indicated, then the Consultant's period of service and its total compensation shall be appropriately adjusted.

Any schedule is suspended during the Owner review time.

GENERAL TERMS AND CONDITIONS:

1. **DEFINITIONS:** "Crest" and "Consultant" shall mean Crest LLC, and "OWNER" shall mean the Client named in the Agreement.
2. **STANDARD OF CARE:** The standard of care for all professional Consulting and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's services. Subject to the foregoing standard of care, Consultant and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards. In so doing, consultant shall be indemnified and held harmless by the Client.
3. **ACCESS:** The Client shall furnish all access to the property and necessary permits and rights-of-way for the performance of Consultant's services.
4. **ESTIMATES:** "Estimates" are an estimation of the probable cost of construction, financing, and acquisition of real or personal property or rights-of-way shall be made in accordance with generally accepted professional practices and procedures. However, Consultant has no control over construction costs, competitive bidding, and market conditions, nor costs of financing,

acquisition of real or personal property or rights-of-way; and Consultant does not guarantee the accuracy of such cost estimates as compared to actual cost or bids.

5. **CONSTRUCTION PHASE:** Consultant may, if specifically included in this Scope of Service, administer the contract per approved contract documents; provide observation services; review and approves/rejects shop drawings, progress schedules, and partial payment requests; interprets plans and specifications; inspects construction and performs services per agreement between the Client and Consultant; certifies contractor's payment requests; prepares change orders as required; review construction compliance with plans, specifications, and applicable codes/regulations; provides a certificate of substantial completion; provides final review and confirms completion of "punch list" items.

Consultant shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Consultant have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.

Consultant neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Client and such contractor. Consultant is not responsible for variations between actual construction bids or costs and Consultant's opinions or estimates regarding construction costs.

The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (EJCDC C-700, 2007 Edition) unless the parties agree otherwise.

6. **PAYMENT:** Payments shall be made per the Professional Services Agreement.
7. **TIME OF PERFORMANCE:** Consultant shall commence performances of services upon receipt of written notice to proceed from the Client and shall complete the services within the time period set forth in the Agreement, subject to any delays outside the control of the Consultant, including but not limited to delays caused by the Client, contractor, weather or other agencies involved in the work or any other parties or events not under the control of Consultant.
8. **MODIFICATIONS:** If the Client requires modifications and/or changes and if such modifications and/or changes are required after services have been performed, or in the event the Client desires additional services not covered by the Agreement, Consultant shall perform such services as ordered by the Client in writing and shall be paid for such services as may be agreed between the Client and Consultant, or at current Consultant standard rates.
9. **SUSPENSION OR TERMINATION:** The obligation to continue performance under this Agreement may be terminated by either party upon 30 days written notice, or in the event of substantial failure by the other party to perform in accordance with this Agreement's terms through no fault of the terminating party. Failure to pay Consultant for its services is a substantial failure to perform and a basis for termination. Consultant shall have no liability to Client on account of a termination by consultant. In the event of any termination by the Client, Consultant will be entitled to invoice Client and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination.
10. **MEDIATION:** In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and the Consultant agree that all disputes between them arising out of or relating to this Agreement, or the Project shall be submitted to nonbinding mediation.
11. **INSTRUMENTS OF SERVICE:** All documents prepared or furnished by consultant are instruments of service, and Consultant retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Client shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Client, subject to receipt by Consultant of full payment for all services relating to preparation of the documents and subject to the following limitations: (1) Client acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Consultant, or for use or reuse by Client or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Consultant; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Consultant, as appropriate for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to Consultant or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Client shall indemnify and hold harmless Consultant and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Consultant; and (4) such limited license to Client shall not create any rights in third parties.
12. **LEGAL COST, PERMITS, FEES, ETC:** The Client shall furnish or compensate Consultant for all legal services and opinions, and for permits, review fees, etc., necessary for the performance of the services to be rendered by consultant.
13. **ENVIRONMENTAL CONDITIONS:** The parties acknowledge that Consultant's scope of services does not include any services related to a Hazardous Environmental Condition (including but not limited to the presence of asbestos, PCBs, petroleum, hazardous substances, or waste as defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq., or radioactive materials). If Consultant or any other party encounters a Hazardous Environmental Condition, Consultant may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Client: (1) retains appropriate specialist Consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.
14. **INDEMNIFICATION:** Except as stated below, Consultant shall indemnify and save harmless the Client from claims or losses caused directly by Consultant's sole negligent acts and errors or omissions in the performance of Consultant's services hereunder. To the fullest extent permitted by law, with respect to claims, damages, losses and expenses which are related to hazardous materials or substances in the Project, including removal, disposal or cleanup or environmental liability, the Client

shall indemnify, save harmless and defend Consultant its officers, agents, servants, employees and sub-consultants from and against all claims, damages, losses or expenses, including attorney’s fees, arising out of or resulting from the performance of Consultant’s services, or claims against Consultant arising from work of others or claims arising out of or related to the presence of hazardous materials or substances in the Project.

- 15. **LIMIT OF LIABILITY:** To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the Client agrees to limit Consultant, its officers, directors, partners, associates, agents, servants, employees and sub-consultants liability to the Client and anyone claiming by or through the Client, for any and all claims, injuries, losses, costs or damages including attorneys’ fees and costs and expert-witness fees and costs of any nature whatsoever or claims expenses arising out of or in any way related to the Project or this Agreement from any cause or causes including but not limited to Consultant’s negligent acts, errors, omissions, strict liability, breach of contract, or breach of warranty, such that the total aggregate liability of Consultant to all those named shall not exceed the total compensation received by the Consultant under this Agreement.
- 16. **CONSEQUENTIAL DAMAGES:** Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Consultant, their respective officers, directors, partners, associates, agents, servants, employees, contractors or sub-Consultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and the Consultant shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.
- 17. **FORCE MAJEURE:** Consultant shall not be liable to Client for any claims, cost, damages, expenses, or losses wholly or in part caused by the interruption of an act of God, God, strikes, lockouts or other industrial disturbances, wars, blockades, insurrections, riots, epidemics, landslides, earthquakes, fires or any other cause beyond the control of Consultant or Client
- 18. **COMPLIANCE WITH LAW:** Consultant shall comply with applicable provisions of Federal, State, and local laws or regulations relating to employment.
- 19. **GOVERNING LAW AND SELECTION FORUM:** This Agreement shall in all respects be governed by and construed in accordance with the laws of the State of Wyoming.
- 20. **SEVERABILITY:** If, for any reason, any one or more of the provisions contained in this Agreement are held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision herein, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Client and Consultant and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

If this Professional Service Agreement correctly summarizes the Project Understanding you have requested, please sign it to indicate your approval and return one (1) copy. Receipt of a signed Professional Services Agreement shall serve as written notice to proceed.

This agreement shall be deemed entered into when it is received, duly signed by the client, and returned to Crest, LLC. at the address given above or by email.

Consultant: CREST, LLC.

Client: CITY of EVANSTON

Sign:_____

Sign:_____

Print:_____

Print:_____

Title:_____

Title:_____

Date Signed:_____

Date Signed:_____

Attachments:

ADDENDUM TO PROFESSIONAL SERVICES AGREEMENT

CREST, LLC AND CITY OF EVANSTON

Evanston Recreation Center Site and Building

Sovereign Immunity. Client does not waive sovereign immunity by entering into the Underlying Agreement, and specifically retains immunity and all defenses available to the Client as a sovereign pursuant to Wyo. Stat. § 1-39-104(a) and all other state law.

Confidentiality. The Parties agree that any provision in the Agreement governing confidentiality shall be the applicable Wyoming Law, including the public records statutes, (Wyo. Stat. §§ 16-4-201--16-4-205) and the open meetings statutes, (Wyo. Stat. §§ 16-4-401--16-4-408) and all other state law.

Indemnification. Despite the indemnification provisions set forth in the Agreement, the Parties agree the Client shall have no indemnification obligations that exceed or are in contravention of any applicable law, including, but not limited to, Wyoming Constitution Article 16, Sections 6 and 7.

Governing Law and Venue. The Parties agree that the Agreement is made under Wyoming law and the construction, interpretation and enforcement of the Agreement and this Addendum shall be governed by the laws of the State of Wyoming. The courts of the State of Wyoming shall have jurisdiction over the Underlying Agreement and the Parties, and the venue for any court proceeding shall be the Third Judicial District, Uinta County, Wyoming.

RESOLUTION 26 – 03

A RESOLUTION OF THE CITY OF EVANSTON, WYOMING AUTHORIZING THE EXECUTION OF A GRANT AGREEMENT BETWEEN THE STATE OF WYOMING, DEPARTMENT OF STATE PARKS AND CULTURAL RESOURCES, STATE HISTORIC PRESERVATION OFFICE AND EVANSTON HISTORIC PRESERVATION COMMISSION FOR THE "EVANSTON HISTORIC DOWNTOWN WALKING TOUR BROCHURE PROJECT".

WHEREAS, the City of Evanston previously applied for and obtained grant funding for the Evanston Historic Downtown Walking Tour Brochure Project; and

WHEREAS, the City of Evanston acknowledged that if funded, the Project would be completed prior to September 30, 2027; and

WHEREAS, the governing body for the City of Evanston, through the Historic Preservation Commission, agreed to set aside \$2,480.00 as a line item in its budget for the required local cash match on the Project with a total federal grant of \$3,720.00; and

WHEREAS, the City has been awarded a grant through the State of Wyoming Department of State Parks and Cultural Resources, State Historic Preservation Office, for funds to be used by the City to update, design, and print 3,000 historic downtown walking tour brochures to help educate both area residents and out-of-town visitors about the more than 40 historic buildings and sites in the heart of the city's downtown district; and

WHEREAS, it is in the public's interest for the City of Evanston to obtain and use the grant funds for the Project;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF EVANSTON, WYOMING AS FOLLOWS:

Section 1. The Mayor and City Clerk are authorized to sign and attest on behalf of the City, a grant agreement between the State of Wyoming, Department of State Parks and Cultural Resources, State Historic Preservation Office and Evanston Historic Preservation Commission for the "Evanston Historic Downtown Walking Tour Brochure Project" in accordance with the terms attached hereto.

PASSED, APPROVED AND ADOPTED this 6th day of January 2026.

Kent H. Williams, Mayor

ATTEST:

Diane Harris, Clerk

Schmidt _____
Lind _____
Perkes _____
Williams _____
Welling _____
Sellers _____
Hegeman _____

**GRANT AGREEMENT BETWEEN
THE STATE OF WYOMING,
DEPARTMENT OF STATE PARKS AND CULTURAL RESOURCES,
STATE HISTORIC PRESERVATION OFFICE AND
EVANSTON HISTORIC PRESERVATION COMMISSION**

1. **Parties.** The parties to this Grant Agreement (Agreement) are the State of Wyoming, Department of State Parks and Cultural Resources, State Historic Preservation Office, (Department), whose address is 2301 Central Avenue, Cheyenne, WY 82002, and the Evanston Historic Preservation Commission (Grantee), whose address is: 1200 Main St, Evanston, WY 82930.
2. **Purpose of Agreement.** The purpose of this Agreement is to set forth the terms and conditions by which the Grantee shall complete the "Evanston's Historic Downtown Walking Tour Brochure" project, described in the following documents: Attachment A, Scope of Work and Attachment B, Budget, which are each attached to and incorporated into this Agreement by this reference.
3. **Term of Agreement.** This Agreement is effective when all parties have executed it (Effective Date). The term of the Agreement is from the Effective Date through September 30, 2027. All services shall be completed during this term.
4. **Payment.**
 - A. The Department agrees to pay the Grantee for the services described in Attachment A. The total payment under this Agreement shall not exceed three-thousand seven-hundred twenty dollars (\$3,720.00), as described in Attachments A and B. Payment will be made to the Grantee when services are completed and within forty-five (45) days after submission of invoice pursuant to Wyo. Stat. § 16-6-602. Grantee shall submit invoices in sufficient detail to ensure that payments may be made in conformance with this Agreement.
 - B. No payment shall be made for services performed before the Effective Date of this Agreement. Should the Grantee fail to perform in a manner consistent with the terms and conditions set forth in this Agreement, payment under this Agreement may be withheld until such time as the Grantee performs its duties and responsibilities to the satisfaction of the Department.
 - C. Except as otherwise provided in this Agreement, the Grantee shall pay all costs and expenses, including travel, incurred by Grantee or on its behalf in connection with Grantee's performance and compliance with all of Grantee's obligations under this Agreement.
 - D. By July 31st of each year that this Agreement is in effect, Grantee shall provide Department with summary information on all expenses and anticipated expenses

incurred between July 1st of the prior year through June 30th of the current year. Failure to provide Agency with this expense information by July 31st may result in the Department failing to reimburse Grantee for any expenses that were incurred prior to June 30th, but not reported.

5. Responsibilities of Grantee. The Grantee agrees to:

- A. Provide the services described in Attachment A. In providing the materials or services described in Attachment A, the Grantee further agrees as follows:
 - (i) The Grantee agrees to provide professional service to the satisfaction of the Department.
 - (ii) Grantee is required to provide and document a cash or in-kind match to this grant. Match must at a minimum total 40% of the final project cost.

6. Responsibilities of Department. The Department agrees to:

- A. Pay the Grantee for services as described in Attachment B.

7. Special Provisions.

- A. **Access.** The Grantee agrees to permit access by the National Park Service, the Department, the Comptroller General of the United States or any of their duly authorized representatives to any books, documents, papers, and records of the Grantee which are directly pertinent to this specific Agreement for purposes including but not limited to audit, examination, excerpts, and transcriptions.
- B. **Applicability of Appendix II to 2 CFR Part 200.** This Agreement has been funded, in whole or in part, with an Award of Federal funds and is bound by the federal contract provisions required by the Uniform Guidance Appendix II of 2 CFR Part 200 (the Federal Contract Provisions), incorporated herein by this reference. In the event of a conflict between the Special Provisions section of this Agreement, or any attachments or exhibits incorporated herein, and the Federal Contract Provisions, the Federal Contract Provisions shall control. Failure to comply with the Federal Contract Provisions shall constitute an event of default under this Agreement. If such a default remains uncured five (5) calendar days following the termination of a thirty (30) day prior written notice period, the Department may terminate this Agreement. This remedy will be in addition to any other remedy available to the State of Wyoming and the Department under this Agreement, at law, or in equity.
- C. **Acknowledgment.** The Grantee shall acknowledge the financial assistance of the federal government, specifically the National Park Service, in any publication, interpretative sign, audio visual material, etc. Such materials must also include a nondiscrimination statement. Specifically, the following text must be included:

"Acknowledgment of Support

The development and printing of this publication has been financed in part with federal funds from the National Park Service, U.S. Department of the Interior, Federal Grant # (please contact Wyoming SHPO for appropriate grant #). However, the contents and opinions do not necessarily reflect the views or policies of the Department of the Interior.

Nondiscrimination Statement

This program receives Federal financial assistance for identification and protection of historic properties. Under Title VI of the Civic Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975, the U.S. Department of the Interior prohibits discrimination on the basis of race, color, national origin, age, or disability in its federally assisted programs. If you believe you have been discriminated against in any program, activity, or facility as described above, or if you desire further information, please write to:

Chief, Office of Equal Opportunity Programs
United States Department of the Interior
National Park Service
1201 Eye Street, NW (2740)
Washington, DC 20005"

- D. Assumption of Risk.** The Grantee shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to the Grantee's failure to comply with state or federal requirements. The Department shall notify the Grantee of any state or federal determination of noncompliance.
- E. Compliance with Laws.** In the interpretation, execution, and enforcement of this Agreement, the Grantee agrees to comply with all applicable state and federal laws, rules, and regulations. In addition to the terms detailed in this Agreement, all federal requirements governing grant agreements are applicable, specifically those regulations published by the Office of Management and Budget, including 44 C.F.R. Part 13 (OMB Circular A-102, The Common Rule, Grant Agreements and Cooperative Agreements with State and Local Governments); 2 C.F.R. Part 225 (OMB Circular A-87, Cost Principles for State and Local Governments); and OMB Circular A-128, Audits of State and Local Governments. The Single Audit Act of 1984, 31 U.S.C. 7501-7, further defines auditing responsibilities and the Grantee agrees to comply therewith. The Grantee agrees to comply with National Park Service regulations as defined in the Historic Preservation Fund Grants Manual. The Grantee agrees to comply with the regulations stated in the Wyoming State Historic Preservation Office Certified Local Government Grants Manual.
- F. Drug Free Workplace Act.** The Grantee agrees that comprehensive actions will be taken to ensure the work place is drug free.

- G. Environmental Policy Acts.** Grantee agrees all activities under this Agreement will comply with the Clean Air Act, the Clean Water Act, the National Environmental Policy Act, and other related provisions of federal environmental protection laws, rules or regulations.
- H. Evaluation.** The Grantee shall allow evaluations to be made by the Department to evaluate fiscal and administrative compliance.
- I. Federal and Non-Federal Share.** The Grantee shall submit the appropriate supporting documentation for federal shares of money prior to submitting a reimbursement request. The documentation must meet federal requirements as stated in 44 C.F.R. Part 13 (OMB Circular A-102, The Common Rule), and the Wyoming State Historic Preservation Office Certified Local Government Grants Manual.
- J. Federal Audit Requirements.** Grantee agrees that if it expends an aggregate amount of seven hundred fifty thousand dollars (\$750,000.00) or more in federal funds during its fiscal year, it must undergo an organization-wide financial and compliance single audit. Grantee agrees to comply with the audit requirements of the U.S. General Accounting Office Government Auditing Standards and Audit Requirements of 2 C.F.R. Part 200, Subpart F. If findings are made which cover any part of this Agreement, Grantee shall provide one (1) copy of the audit report to Department and require the release of the audit report by its auditor be held until adjusting entries are disclosed and made to Department's records.
- K. Human Trafficking.** As required by 22 U.S.C. § 7104(g) and 2 CFR Part 175, this Agreement may be terminated without penalty if a private entity that receives funds under this Agreement:
- (i) Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (ii) Procures a commercial sex act during the period of time that the award is in effect; or
 - (iii) Uses forced labor in the performance of the award or subawards under the award.
- L. Kickbacks.** The Grantee certifies and warrants that no gratuities, kickbacks or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Agreement. If the Grantee breaches or violates this warranty, the Department may, at its discretion, terminate this Agreement without liability to the Department, or deduct from the Agreement price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.

- M. Limitations on Lobbying Activities.** By signing this Agreement, Grantee certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by Grantee or its subcontractors in connection with lobbying member(s) of Congress, or any federal agency in connection with the award of a federal grant, contract, cooperative agreement, or loan.
- N. Monitoring Activities.** The Department shall have the right to monitor all activities related to this Agreement that are performed by Grantee or its sub-grantees. This shall include, but not be limited to, the right to make site inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this Agreement; and to observe personnel in every phase of performance of Agreement related work.
- O. Non-Supplanting Certification.** Grantee hereby affirms that federal grant funds shall be used to supplement existing funds, and shall not replace (supplant) funds that have been appropriated for the same purpose. Grantee should be able to document that any reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds under this Agreement.
- P. No Finder's Fees.** No finder's fee, employment agency fee, or other such fee related to the procurement of this Agreement shall be paid by either party.
- Q. Nondiscrimination.** The Grantee shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105 *et seq.*), the Americans With Disabilities Act (ADA), 42 U.S.C. 12101, *et seq.*, and the Age Discrimination Act of 1975, and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance of this Agreement.
- R. Ownership of Documents.** If the Project has a final printed product such as a brochure, book, poster, etc., that is to be distributed to the general public, the Grantee agrees to provide two (2) copies of the product to the Department. One (1) of the two (2) copies of the final product will be sent to the National Park Service by the Department for their files and the remaining one (1) copy will be retained by the Department. One (1) electronic version of all printed products must be provided to the Department. The Department, as an agent of the National Park Service, reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for federal government purposes the copyright in any work developed within this Agreement.
- S. Procurement Regulations.** The Grantee agrees to comply with federal procurement regulations as stated in 44 C.F.R. Part 13 (OMB Circular A-102, The Common Rule), and the current Wyoming State Historic Preservation Office Certified Local

Government Grants Manual, which is incorporated into this Agreement by this reference. Consultants must be chosen on a competitive basis. If applicable, the Grantee must submit a procurement report to the Department prior to submission of reimbursement requests.

- T. Program Income.** Grantee shall not deposit grant funds in an interest-bearing account without prior approval of Department. Any income attributable to the grant funds distributed under this Agreement must be used to increase the scope of the program or returned to Department.
- U. Prohibition of Lobbying.** The Grantee assures that it will comply with the prohibition against the use of sub-grant agreement funds for lobbying as stated in 18 U.S.C. § 1913, "No part of the money appropriated by an enactment of Congress shall, in absence of express authorization by Congress, be used directly or indirectly to pay for personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a member of Congress, to favor or oppose by vote or otherwise, any legislation or appropriation by Congress, whether before or after the introduction of any bill or resolution proposing such legislation or appropriate, but this shall not prevent officers or employees of the United States or its Departments or agencies from communicating to members of Congress at the request of any member, or to Congress through the proper official channels, request for legislation of appropriations which they deem necessary for the efficient conduct of the public business."
- V. Publicity.** Any publicity given to the projects, programs, or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices in whatever form, prepared by or for the Grantee and related to the services and work to be performed under the Agreement, shall identify the Department as the sponsoring agency and shall not be released without prior written approval from the Department.
- W. Retention of Records.** The Grantee agrees to retain all required records for three (3) years after the Department makes final payment and all other matters relating to the Grant are concluded.
- X. Suspension and Debarment.** By signing this Agreement, Grantee certifies that neither it nor its principals/agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction or from receiving federal financial or nonfinancial assistance, nor are any of the participants involved in the execution of this Agreement suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension), or 2 CFR Part 180, or are on the debarred, or otherwise ineligible, vendors lists maintained by the federal government. Further, Grantee agrees to notify Department by certified mail should it or any of its principals/agents become ineligible for payment, debarred, suspended, or voluntarily

excluded from receiving federal funds during the term of this Agreement.

8. General Provisions.

- A. Amendments.** Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by the parties to this Agreement shall be incorporated by written instrument, executed by all parties to this Agreement.
- B. Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder," "herein," and words of similar import, are intended to refer to this Agreement as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.
- C. Assignment Prohibited and Agreement Shall Not be Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Agreement without the prior written consent of the other party. The Grantee shall not use this Agreement, or any portion thereof, for collateral for any financial obligation without the prior written permission of the Department.
- D. Assumption of Risk.** The Grantee shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to Grantee's failure to comply with state or federal requirements. The Department shall notify the Grantee of any state or federal determination of noncompliance.
- E. Audit and Access to Records.** The Department and its representatives shall have access to any books, documents, papers, electronic data, and records of the Grantee, which are pertinent to this Agreement. The Grantee shall immediately, upon receiving written instruction from the Department, provide to any independent auditor or accountant all books, documents, papers, electronic data, and records of the Grantee which are pertinent to this Agreement. The Grantee shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the Department.
- F. Availability of Funds.** Each payment obligation of the Department is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Contract, the Contract may be terminated by the Department at the end of the period for which the funds are available. The Department shall notify the Contractor at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Department in the event this provision is exercised, and the Department

shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

- G. Award of Related Agreements.** The Department may award supplemental or successor agreements for work related to this Agreement or may award agreements to other grantees for work related to this Agreement. The Grantee shall cooperate fully with other grantees and the Department in all such cases.
- H. Confidentiality of Information.** Except when disclosure is required by the Wyoming Public Records Act or court order, all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Grantee in the performance of this Agreement shall be kept confidential by the Grantee unless written permission is granted by the Department for its release. If and when Grantee receives a request for information subject to this Agreement, Grantee shall notify the Department within ten (10) days of such request and shall not release such information to a third party unless directed to do so by the Department.
- I. Entirety of Agreement.** This Agreement, consisting of eleven (11) pages; Attachment A, Scope of Work, consisting of two (2) pages; Attachment B, Budget, consisting of one (1) page; the current Wyoming State Historic Preservation Office Certified Local Government Grants Manual, and the Federal Contract Provisions, represent the entire and integrated Agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Agreement and the language of any document or attachment incorporated by reference, the language of this Agreement shall control.
- J. Ethics.** Grantee 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 Grantee's profession.
- K. Extensions.** Nothing in this Agreement shall be interpreted or deemed to create an expectation that this Agreement will be extended beyond the term described herein.
- L. Force Majeure.** Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.
- M. Indemnification.** Each party to this Agreement shall assume the risk of any liability

arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.

- N. Independent Contractor.** The Grantee shall function as an independent contractor for the purposes of this Agreement, and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Agreement, the Grantee shall be free from control or direction over the details of the performance of services under this Agreement. The Grantee shall assume sole responsibility for any debts or liabilities that may be incurred by the Grantee in fulfilling the terms of this Agreement, and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Agreement. Nothing in this Agreement shall be interpreted as authorizing the Grantee or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Department, or to incur any obligation of any kind on behalf of the State of Wyoming or the Department. The Grantee agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance or similar benefits available to State of Wyoming employees will inure to the benefit of the Grantee or the Grantee's agents or employees as a result of this Grant agreement.
- O. Notices.** All notices arising out of, or from, the provisions of this Agreement shall be in writing, either by regular mail or delivery in person at the addresses provided under this Agreement.
- P. Patent or Copyright Protection.** The Grantee recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license, or other similar restrictions, and warrants that no work performed by the Grantee or its subgrantees will violate any such restriction. The Grantee shall defend and indemnify the Department for any infringement or alleged infringement of such patent, trademark, copyright, license, or other restrictions.
- Q. Prior Approval.** This Agreement shall not be binding upon either party, no services shall be performed, and the Wyoming State Auditor shall not draw warrants for payment, until this Agreement has been fully executed, and approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming or his designee, if required by Wyo. Stat. § 9-2-3204(b)(iv).
- R. Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and Department expressly reserve sovereign immunity by entering into this Agreement and the Grantee expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereign or governmental entities pursuant to Wyo. Stat. § 1-39-101, *et seq.*, and all other applicable law. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar

provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.

- S. **Taxes.** The Grantee 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.
- T. **Termination of Agreement.** This Agreement may be terminated, without cause, by the Department upon thirty (30) days written notice. This Agreement may be terminated by the Department immediately for cause if the Grantee fails to perform in accordance with the terms of this Agreement.
- U. **Third-Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement, and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.
- V. **Time is of the Essence.** Time is of the essence in all provisions of this Agreement.
- W. **Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Agreement.
- X. **Waiver.** The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.
- Y. **Counterparts.** This Agreement may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Agreement. Delivery by the Grantee of an originally signed counterpart of this Agreement by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the Department.

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9. **Signatures.** The parties to this Agreement, either personally or through their duly authorized representatives, have executed this Agreement on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Agreement.

The Effective Date of this Agreement is the date of the signature last affixed to this page.

DEPARTMENT:

State of Wyoming, Department of State Parks and Cultural Resources, State Historic Preservation Office

Sara Sheen
State Historic Preservation Officer

Date

GRANTEE:

Evanston Historic Preservation Commission

Kent H. Williams, Mayor

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

mp # 252790

Megan Pope
Senior Assistant Attorney General

12/17/25

Date

APPROVAL AS TO FORM
EVANSTON CITY ATTORNEY'S OFFICE:
Evanston Historic Downtown Walking Tour Brochure Project

A handwritten signature in blue ink, appearing to read "Mark W. Harris", is positioned above a horizontal line.

Mark W Harris, Evanston City Attorney

Date: [January 6, 2026](#)

Attachment A

SCOPE OF WORK

Product: Evanston's Historic Downtown Walking Tour Brochure Project

The purpose is for Evanston's Historic Preservation Commission to update, design, and print 3,000 historic downtown walking tour brochures to help educate both area residents and out-of-town visitors about the more than 40 historic buildings and sites in the heart of the city's downtown district.

Grantee will provide to the Department:

- 1) Wyoming SHPO staff must review draft of brochure before printing. SHPO will have 10 working days to review and provide any edits to the draft.
- 2) The publication must include the following credit:

- a. The National Park Service changed their publication requirements. The new language is:

The development and printing of this publication has been financed in part with federal funds from the National Park Service, U.S. Department of the Interior, Federal Grant #P25AF00967. However, the contents and opinions do not necessarily reflect the views or policies of the Department of the Interior.

- b. All publications must also carry a nondiscrimination statement:

This program receives Federal financial assistance for identification and protection of historic properties. Under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975, the U.S. Department of the Interior prohibits discrimination on the basis of race, color, national origin, age, or disability in its federally assisted programs. If you believe you have been discriminated against in any program, activity, or facility as described above, or if you desire further information, please write to:

Chief, Office of Equal Opportunity Programs
United States Department of the Interior
National Park Service
1201 Eye Street, NW (2740)
Washington, DC 20005

- 3) Copies of canceled checks representing cash match, time donation forms, receipts, travel log sheets, etc. along with a Reimbursement Request Form signed by the Project Coordinator are required for payment(s). These materials must be received before reimbursement funds will be provided. All reimbursement requests will be submitted to the Wyoming State Historic Preservation Office no later than August 31, 2027.
- 4)

- 5) An electronic copy of the final brochure will be provided to Wyoming SHPO.
- 6) A final report will be submitted by September 30, 2027. Forms will be provided by State Historic Preservation Office.
- 7) The original copies of the grant agreement with signatures on page 11 must be received before the project may begin.

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Attachment B

BUDGET

The total federal cost of the project **SHALL NOT EXCEED** three-thousand seven-hundred twenty dollars (\$3,720.00).

BUDGET	FEDERAL	MATCH	TOTAL
Print 3,000 copies of brochure	\$3,720.00	\$2,480.00	\$6,200.00
TOTAL	\$3,720.00	\$2,480.00	\$6,200.00

Evanston Historic Preservation Commission will be reimbursed by the Department of State Parks & Cultural Resources upon receipt of the reimbursement request form; proper documentation of all approved budget expenses; documentation of match; and a progress report/final project report.

Payment from State Historic Preservation Office (SHPO) may be requested at various times during the project. Please refer to the CLG manual for grant procedures and call Katie Leeper, Certified Local Government Program Manager at 777-7566 or Renée Bovée, Certified Local Government Grants Manager at 777-6312 if you have questions.

The grant period ends September 30, 2027. All grant project expense documentation and related reimbursement paperwork must be received by SHPO no later than August 31, 2027. Final Report and related paperwork must be received by SHPO no later than September 30, 2027.



AUDIT CERTIFICATION

Subrecipient Organization: _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____ Email: _____

Tax ID# (EIN): _____ DUNS #: _____

Fiscal Period End Date: _____

Please complete the appropriate section:

SECTION A: Organizations subject to the requirements of OMB Circular A-133

Please check one of the following and provide all appropriate documents:

- ☐ I hereby certify that for fiscal year ended _____:
 1. An audit was conducted in accordance with OMB Circular A-133
 2. The schedule of findings and questioned costs disclosed no audit findings related to federal funds sub-awarded to the Department of State Parks & Cultural Resources; and,
 3. The summary schedule of prior audit findings did not report on the status of any audit findings relating to federal funds sub-awarded from the Department of State Parks & Cultural Resources.
Audit report completed on _____ (date).
- ☐ We have completed our OMB Circular A-133 audit for the fiscal year ended _____, and material noncompliance issues and/or reportable conditions were noted. **Enclosed is a copy of the audit report and our response.**
- ☐ We have not completed our OMB Circular A-133 audit for the fiscal year ended _____. We expect the audit report to be completed by _____ (date). Within thirty (30) days of completion of the A-133 audit we will provide a new Audit Certification along with the audit report and response (if applicable).

SECTION B: Organizations NOT subject to the requirements of OMB Circular A-133

Please complete both 1 & 2 below and provide all appropriate documents:

- 1) Our organization is not subject to the requirements of OMB Circular A-133 because we:
 - ☐ Did not expend \$1,000,000 or more in federal funds during the fiscal year.
 - ☐ Are a for-profit organization
 - ☐ Are a non-U.S.-based entity
 - ☐ Are exempt for other reasons (explain): _____
- 2) In lieu of an A-133 audit, **we have enclosed:**
 - ☐ An audited financial statement and, if applicable, the independent auditor's management letter.
 - ☐ An independent auditor's management review.
 - ☐ Other (explain): _____

I certify that the information above characterizes the position of the institution of which I am a representative. Further, I certify that all relevant material findings contained in the audit report, if completed, have been disclosed.

Signature: _____ Title: _____ Date: _____

****If your audit report is available online, please indicate the web address on the line below:**

Upon completion, audit reports are published at: <http://sao.state.wy.us/saopubs.htm>

