



CITY OF LANDER
SPECIAL CITY COUNCIL MEETING

Tuesday, September 16, 2025 at 6:00 PM
City Council Chambers, 240 Lincoln Street

AGENDA

Join Zoom Meeting

<https://us06web.zoom.us/j/83042954815?pwd=Ork73FWKO8HyBLzrbHAnRAj11Fzefl.1>

1. CALL TO ORDER

- A. Pledge of Allegiance
- B. Roll Call

2. APPROVAL OF AGENDA

3. COMMUNICATION FROM THE FLOOR

Please approach the microphone and state your full name for the record. This meeting and comments are electronically recorded. All comments will be limited to three minutes.

- A. Public Comment

4. MAYOR AND COUNCIL UPDATES

5. STAFF REPORTS

6. CONSENT AGENDA

Items listed on the Consent Agenda are considered to be routine and will be enacted by one motion in the form listed below. There will be no separate discussion of these items unless a Councilor requests, in which case the item will be removed from the Consent Agenda and will be considered on the Regular Agenda.

- A. Approve August 12, 2025 Regular City of Council Meeting Minutes
- B. Approve August 26, 2025 Special Regular City of Council Meeting Minutes
- C. Approve August 26, 2025 Work Session City of Council Meeting Minutes
- D. Approve September 3, 2025 Special City Council Meeting Minutes
- E. Approve Bills and Claims

7. UNFINISHED BUSINESS (ACTION ITEMS)

- A. Approve second reading of Ordinance 2025-7 Amending Title 12-City Administrative Provisions, Section 12-5-5, "Compensation of Officers and Employees" of the Lander Municipal Code

- [B.](#) Approve second reading of Ordinance 2025-8 Granting A Franchise to Visionary Communications, LLC on Behalf of Itself and Its Affiliates ("Visionary") to Operate and Maintain a Telecommunications System ("System") In the City of Lander, Wyoming
- [C.](#) Approve second reading of Ordinance 2025-09 Rezoning Original Town of Lander, Block 29 Lots 5-10 From R-5 Multi-Family Residential District to C- Commercial District
- [D.](#) Approve second reading of Ordinance 2025-10 Rezoning Earl & Farlow Addition, Block 110, Lots 5-6 from R-5 Multi-Family Residential District to C- Commercial District

8. NEW BUSINESS (ACTION ITEMS)

- [A.](#) Authorize Mayor to Sign Art Donation Agreement
- [B.](#) Appoint Penny Rogers and Marilyn Fisher to the Housing Authority Board
- [C.](#) Approve the Rocky Mountain Power Street Lighting Agreement
- [D.](#) Approve Lander Municipal Airport Hangar Space Land Lease Agreement for space 201 between the City of Lander and Mike and Kelly Poborsky
- [E.](#) Authorize the Mayor to Sign Energy Retrofit Grant Contract Between the Wyoming Energy Authority and City of Lander
- [F.](#) Authorize Mayor to Sign Civic Plus Parks and Recreation Management Credit Card Terminals

9. ADJOURNMENT

Upcoming Council Meetings

Special Meeting: 6:00 PM Tuesday September 23, 2025

Regular Meetings:

6:00 PM Tuesday, October 14, 2025, City Council Chambers

6:00 PM Tuesday, November 11, 2025, City Council Chambers

Work Sessions:

6:00 PM (Immediately following the Special Meeting) Tuesday, September 23, 2025, City Council Chambers

6:00 PM Tuesday, October 28, 2025, City Council Chambers

All meetings are subject to cancellation or change.

	CITY OF LANDER		
	REGULAR CITY COUNCIL MEETING		
	Tuesday, August 12, 2025, at 6:00 PM		
	City Council Chambers, 240 Lincoln Street		
	MINUTES		

1. **CALL TO ORDER** Mayor White led the Pledge of Allegiance and called the meeting to order at 6:00 PM. COUNCIL MEMBERS PRESENT: Dan Hahn, Josh Hahn, Julia Stuble, Melinda Cox (via Zoom), John Larsen and Chad Cassidy and Mayor White. STAFF PRESENT: Interim Police Chief Kelly Waugh, Public Works Director Lance Hopkin, Assistant Mayor RaJean Strube Fossen, City Treasurer Charri Lara, City Clerk Rachelle Fontaine.
2. **APPROVAL OF AGENDA** Motion to approve made by Council Member Larsen and seconded by Council Member J Hahn. Council Members voting Yea: D Hahn, Cox, Stuble, Larsen, Cassidy, and J Hahn. Motion passed.
3. **PUBLIC HEARING FISCAL YEAR 2024-2025 BUDGET AMENDMENT**

A. Mayor White opened the hearing at 6:02 P.M.

B. Introduced and read. City Treasurer Lara provided an overview of the budget amendment. She explained this amendment shores up last year's budget for unanticipated revenues and expenditures in some departments that had some overages.

C. Public comment. None

D. Mayor White closed the hearing at 6:03 P.M.
4. **PUBLIC HEARING ORDINANCE 2025-6 REPLACING ORDINANCES 842, 854, and 1015 and ESTABLISHING COMPREHENSIVE REGULATIONS FOR THE PUBLIC AND PRIVATE COMMUNITY FOREST IN LANDER**

A. Mayor White opened the hearing at 6:03 P.M.

B. Introduced and read. Public Works Director Lance Hopkin commented that this was on a Work Session and consolidates and replaces existing ordinances.

C. Public Comment. Council Member Larsen requested more background information.

Councilmember Stuble reported that Lander’s three outdated tree ordinances are being consolidated into one clearer, modern version. The update clarifies roles, sets a process for handling hazardous trees, and keeps the tree board in an advisory role focused on planning, monitoring forest health, and making recommendations.

Brett Berg addressed the council. This is first he has heard of it. Questioned whether this was the first reading and where he could get a copy of the ordinance. This is the first reading and copies are available on the agenda packet and city website.

D. Mayor White closed the hearing at 6:07 P.M.
5. **PUBLIC HEARING ORDINANCE 2025-7 AMENDING TITLE 12-CITY ADMINISTRATIVE PROVISIONS, SECTION 12-5-5, "COMPENSATION OF OFFICERS AND EMPLOYEES" OF THE LANDER MUNICIPAL CODE**

A. Mayor White opened the hearing at 6:07 P.M.

B. Introduced and read. City Clerk Fontaine explained that the proposed changes would update the code terms. The major change is the addition of section (e) "any elected or appointed officers who are entitled to receive a salary or compensation under this section may elect not to receive all or a portion of the salary or compensation at any time during their term in accordance with Wyoming Statute Section 15-2-103, as it may be amended."

C. Public Comment. None.

D. Mayor White closed the hearing at 6:10 P.M.

6. **PUBLIC HEARING ORDINANCE 2025 8 GRANTING A FRANCHISE TO VISIONARY COMMUNICATIONS, LLC ON BEHALF OF ITSELF AND ITS AFFILIATES ("VISIONARY") TO OPERATE AND MAINTAIN A TELECOMMUNICATIONS SYSTEM ("SYSTEM") IN CITY OF LANDER, WYOMING**

- A. Mayor White opened the hearing at 6:10 P.M.
- B. Introduced and read. Public Works Director Hopkin explained that the document standardizes franchise agreements for the use of city rights-of-way, ensuring consistency in billing and charges. The agreements have been reviewed for completeness and accuracy according to current standards.
- C. Public Comment. None.
- D. Mayor White closed the hearing at 6:11 P.M.

7. **COMMUNICATION FROM THE FLOOR. Public Comment.**

Duane Ellis raised concerns about the City’s potential property purchase, displacement of households, increased traffic impacts, and unclear communication.

Coleman Griffith expressed support for parks but raised concerns about displacement of neighbors, affordable housing impacts, and lack of communication regarding potential property purchase.

8. **MAYOR AND COUNCIL UPDATES**

Council Member J Hahn inquired if liquor establishments can be open until 2 A.M. on Sundays. Lander Municipal Code 2-2-15 allows sales until 2 A.M. on all days of the week.

Council Member Stuble announced updated Council liaison appointments for terms running July 2025 through December 2026, with assignments including Councilwoman Cox to the Chamber of Commerce and LEDA, Councilman Cassidy to the Golf Course Board and Planning Commission, Councilman Dan Hahn to LOTRA and Planning Commission, and Councilman Larson to the Popo Agie Conservation District, Senior Center Board, and Solid Waste Board. The Mayor will continue as liaison for the Energy and Environment Task Force, Board of Appeals, and Urban Systems, while the council decided not to appoint a liaison to the school board, leaving that relationship to the mayor and staff. Members were reminded these are non-voting advisory roles. The Energy and Environment Task Force continues to work on the Rocky Mountain Power solar panel application and is welcoming new members.

Council Member Dan Hahn inquired about flood mitigation and the flood wall prior to the meeting and was informed by Mayor White that additional information on the project and potential impacts will be available soon.

Council Member Cassady reported attending a Planning Commission meeting, commended participants for their work, and also attended a police department training, praising the department’s professionalism and teamwork.

Council Member Larsen reported on the Senior Center and announced upcoming events including the September 13 airport fly-in. Additional updates included recent police taser training with new equipment, which may reduce use of deadly force, and recognition of Councilman Cassidy’s contributions during the training.

Mayor White’s updates included participation in the DUI Task Force, discussions on police mental health resources, and a \$2,500 donation from Black Hills Energy to the fire department along with a franchise agreement change benefiting the city. Public Works was recognized for ongoing street and sidewalk projects, and partnerships with Fremont County School District 1 are being strengthened. Council was encouraged to monitor Riverton’s recreation center planning and parade safety discussions are underway. Recruitment for a new police chief is starting, while Treasurer Charri Lara will remain through the mayoral term.

9. **STAFF REPORTS**

Interim Chief Waugh thanked council members for participating in police trainings and supporting top-tier equipment. He continues to work to establish annual mental health checkups for officers, and highlighted the effectiveness of the DUI Task Force.

Public Works Director Lance Hopkin reported that Lincoln Street paving may extend into next year, while McFarland Drive is complete with added utility upgrades. Sidewalks are underway with some ADA ramps delayed, but school access is being prioritized. Bishop Randall is finished and moving to closeout, Legion Field lighting is delayed due to osprey nests pending relocation, and the Little League field is being upgraded with fencing, ADA dugouts, and proper dimensions before winter.

Assistant Mayor RaJean Strube Fossen shared that another Open House is planned for spring. The part-time clerk scanner project, budgeted for 900 hours and \$6,700, has completed 183 hours so far, digitizing ordinances, resolutions, and minutes. With strong progress underway, Council agreed to extend the clerks’ terms until the remaining hours and funds are used.

Clerk Fontaine reminded the council there will be a voting session on August 26

10. **CONSENT AGENDA**

- A. Approve July 8, 2025, Regular City Council Meeting Minutes
- B. Approve July 14, 2025, Special Meeting Minutes
- C. Approve July 22, 2025, Work Session Minutes
- D. Approve Bills and Claims

ROCKY MOUNTAIN POWER ELECTRICITY 19971.77,COMMUNITY CENTER REFUNDS 500, WATER REFUNDS 134.17,WATER REFUNDS 125.64,WATER REFUNDS 106.61,WATER REFUNDS 136.14,WATER REFUNDS WATER REFUNDS 33.53,HEALTH EQUITY FLEX SHARE FEES 271.95,HEALTH EQUITY HRA EMPLOYEE ACCOUNTS 8000,HEALTH EQUITY HRA EMPLOYEE ACCOUNTS 48000,ADELLE SIMON VOID CHECK -780, EMPLOYEE REIMBURSEMENTS EMPLOYEE BENEFIT 331.98,CENTRAL BANK & TRUST TRAVEL 452.13,CENTRAL BANK & TRUST FILING FEES 28.39,HEALTH EQUITY FLEX SHARE PAYABLE 18538.24,HEALTH EQUITY HRA EMPLOYEE ACCOUNTS 1000, WEAPONS AND TACTICAL SUPPLIES 1442, MASTERCARD CHARGES: SUPPLIES 39, REC. EQUIPMENT 91.36, VEHICLE REPAIR 69.93, VEHICLE REPAIR 150.06, TELEPHONE & INTERNET 959.89, VEHICLE REPAIR 264.99, BUILDING MAINTENANCE 12.35, SUPPLIES 78.71, SUPPLIES/TOOLS & EQUIP 31.98, FUND EQUIPMENT REPLACEMENT 1847.98, OPERATIONS AND MAINTENANCE 621, POSTAGE 4.48, REC. EQUIPMENT 35.95, EMPLOYEE BENEFIT 19.95, OPERATIONS AND MAINTENANCE 12.99, WATER SAMPLES TESTING 515, VEHICLE REPAIR 77.36, TRAINING 65.11, OPERATIONS AND MAINTENANCE 166.6, SPECIAL PROGRAM 202.66, TRAVEL 370.64, VEHICLE REPAIR -48.59, TURF & GROUNDS MAINTENANCE 4.8, WW-OPERATIONS & MAINTENANCE 11.69, SUPPLIES 40, INVESTIGATIVE FUNDS 7.07, SUPPLIES 332.76, OPERATION/ MAINTENANCE STREETS 119.99, DUES 420, SUPPLIES 20.69, VEHICLE REPAIR 44.8, REC. EQUIPMENT 1130, WATER SAMPLES TESTING 125, SUPPLIES 18.98, TELEPHONE/INTERNET 125.89, OPERATIONS AND MAINTENANCE 29.8, OPERATION/ MAINTENANCE STREETS 69.33, TRAVEL 328, SUPPLIES 224.99, REC. EQUIPMENT 12.5, SUPPLIES/TOOLS & EQUIP 49.98, OPERATIONS AND MAINTENANCE 379.98, FIRE EXTINGUISHER MAINTENANCE 77, SUPPLIES 33.18, WW LAB/TESTING 345, TURF & GROUNDS MAINTENANCE 408.6, SUPPLIES/TOOLS & EQUIP 6.83, LIGHTS AND ELECTRICAL 128.56, EMPLOYEE SCREENING 89.98, TRAVEL 522, VEHICLE REPAIR 130.06, TUITION & REGISTRATION 55, SUPPLIES 376.87, BUILDING MAINTENANCE 38.97, COMMUNITY PROGRAMS 15.75, COMMUNITY PROGRAMS 7.88, SUPPLIES 308.09, OPERATION/ MAINTENANCE STREETS 95.47, PROF. & TECHNICAL SERVICE 65.25, VEHICLE REPAIR 143.43, VEHICLE REPAIR 74.6, TURF & GROUNDS MAINTENANCE 68, VEHICLE REPAIR 17.98, METER REPLACEMENT 392.66, SUPPLIES 307.76, EMPLOYEE BENEFIT 20.24, TUITION & REGISTRATION 599, REC. EQUIPMENT 162.5, VEHICLE REPAIR 177.41, HOUSEKEEPING SUPPLIES 3.79, BUILDING MAINTENANCE 2292.07, SUPPLIES 18.52, INVESTIGATIVE FUNDS 30.82, OPERATIONS AND MAINTENANCE 26.28, VEHICLE REPAIR 108.46, EMPLOYEE BENEFIT 15.14, TURF & GROUNDS MAINTENANCE 146.4, VEHICLE REPAIR 512.99, EMPLOYEE BENEFIT 140.85, TELEPHONE 2859.6, OPERATIONS AND MAINTENANCE 78.22, FUEL 51.1, IMPROVEMENTS 50.64, SUPPLIES 60.78, SUPPLIES/TOOLS & EQUIP 77.96, WW-OPERATIONS & MAINTENANCE 40.95, SPECIAL PROGRAM 5.99, REC. EQUIPMENT 17.94, TELEPHONE & INTERNET 1656.31, WW-OPERATIONS & MAINTENANCE 33.18, VEHICLE REPAIR 46.94, WATER SAMPLES TESTING 766, OPERATIONS AND MAINTENANCE 27.96, OPERATIONS AND MAINTENANCE 98.94, TELEPHONE & INTERNET 15.77, TRAVEL 10.39, CODE BOOKS 170, FIRE PREVENTION 2268, WATER SAMPLES TESTING 75, VEHICLE REPAIR 19.98, HOUSEKEEPING SUPPLIES 59.88, OPERATION/ MAINTENANCE STREETS 88.86, TELEPHONE & INTERNET 899, SUPPLIES 17.31, EMPLOYEE BENEFIT 49.97, OPERATIONS AND MAINTENANCE 26.09, WATER SAMPLES TESTING 15, VEHICLE REPAIR 8, TRAVEL -42.64, OPERATIONS AND MAINTENANCE 289.99, OPERATIONS AND MAINTENANCE 19.78, PROFESSIONALS 249, METER REPLACEMENT 79.1, OPERATIONS AND MAINTENANCE 249.98, SUPPLIES 75, TUITION & REGISTRATION 100, VEHICLE REPAIR 61.98, TRAVEL -13.12, WATER UTILITY BILLING 706.61, SUPPLIES 75.85, BUILDING MAINTENANCE 233.5, EMPLOYEE SCREENING 3, VEHICLE REPAIR 74.62, TELEPHONE 1039.98, SUPPLIES 95.99, EMPLOYEE SCREENING 10, FUND EQUIPMENT REPLACEMENT 2280, VEHICLE REPAIR 144.84, COMMUNITY PROGRAMS 25.73, INVESTIGATIVE FUNDS 16.59, VEHICLE REPAIR 62.19, TELEPHONE & INTERNET 2164.8, NEW ASSETS 3023.88, VEHICLE REPAIR 18.97, SPECIAL PROGRAM 30.57, WW LAB/TESTING 270, SPECIAL PROGRAM 268.47, SUPPLIES 328.21, TURF & GROUNDS MAINTENANCE 204.36, SUPPLIES 81.49, SUPPLIES/TOOLS & EQUIP 43.96, WW LAB/TESTING 345, REPAIR AND MAINTENANCE SERVICE 31, VEHICLE REPAIR 74.08, PROF AND CONSULTING 23.22, SPECIAL PROGRAM 110, HOUSEKEEPING SUPPLIES 455.84, VEHICLE REPAIR 144.84, HOUSEKEEPING SUPPLIES 103, COMMUNITY PROGRAMS 67.11, VEHICLE REPAIR 108.64, SPECIAL PROGRAM 35.96, WATER SAMPLES TESTING 75, BUILDING MAINTENANCE 1538.43, FIRE EQUIPMENT MAINTENANCE 32.54, SUPPLIES 354.24, REPAIR AND MAINTENANCE SERVICE 50.35, DUES 77.84, OPERATIONS AND MAINTENANCE 8.99, FIRE EQUIPMENT MAINTENANCE 8.49, VEHICLE REPAIR -7.12, SUPPLIES 80, SHOP SUPPLIES 4,LOCAL GOVERNMENT LIABILITY POOL INSURANCE/OVERHEAD 41727,CITY SERVICE VALCON FUEL 26148.69,BLACK HILLS ENERGY GAS 1614.22,ROCKY MOUNTAIN POWER ELECTRICITY 20352.75,WESTERN LAW ASSOCIATES PROSECUTING ATTORNEY 3448.23,WESTERN LAW ASSOCIATES PROSECUTING ATTORNEY 122.5,WESTERN LAW ASSOCIATES PROSECUTING ATTORNEY 2520.98,WATER REFUNDS WATER UTILITY BILLING 563.82,WATER REFUNDS WATER REFUNDS 125.98,WATER REFUNDS WATER REFUNDS 88.61,FREMONT MOTOR COMPANY FUND EQUIPMENT REPLACEMENT 52732,FREMONT MOTOR COMPANY FUND EQUIPMENT REPLACEMENT

41399,FREMONT MOTOR COMPANY FUND EQUIPMENT REPLACEMENT 40351,CASSANDRA PATARO SAFE ROUTES TO SCHOOL 495,AARON SCHUBERT SAFE ROUTES TO SCHOOL 1595,DOROTHY LEE PENCE SAFE ROUTES TO SCHOOL 250,GEORGE RENTALS 2 LLC SAFE ROUTES TO SCHOOL 770,GREAT DANE PROPERTIES LLC SAFE ROUTES TO SCHOOL 525,JASON J SPARKS SAFE ROUTES TO SCHOOL 250,KYLE DUBA SAFE ROUTES TO SCHOOL 970,MICHAEL JOHN DICK SAFE ROUTES TO SCHOOL 250,PAULA R CRONK SAFE ROUTES TO SCHOOL 1250,PINECREEK PARTNERS SAFE ROUTES TO SCHOOL 385,ROBERT R FORTON SAFE ROUTES TO SCHOOL 2475,B & M SEPTIC AND EXCAVATION SERVICES BUILDING MAINTENANCE 4860,BLUE360 MEDIA SUPPLIES 101.95,"BRAVO COMPANY, INC" WEAPONS AND TACTICAL SUPPLIES 1667,CASELLE INC TUITION 250,CITY OF RIVERTON AIR TRANSPORTATION 15809.91,COWBOY SUPPLY HOUSE SUPPLIES 188.28,COWBOY SUPPLY HOUSE SUPPLIES 677.54, ENGINEERING DESIGN ASSOCIATES PROF AND CONSULTING 7646.54,ENTENMANN ROVIN CO UNIFORMS 395,FREMONT COUNTY ASSN OF GOV GROUND TRANSPORTATION 7904.95,FREMONT COUNTY TREASURER PRISONER CARE 5995,HDR ENGINEERING INC SAFE ROUTES TO SCHOOL 10603.09,HOLTHOUSE APPRAISAL GROUP JEFFERSON STREET REHAB 5000,HOMETOWN OIL FUEL 72.94,HOMETOWN OIL VEHICLE REPAIR 159.9,HUGHEY AND PHILLIPS BUILDING MAINTENANCE 9447.5,JIRDON AGRICHEMICALS CHEMICALS 1463.2,KLEEN PIPE LLC VIDEO & CLEANING 1474.98,LANDER FREE MEDICAL ECONOMIC DEVELOP PROJECTS 2841.96,NORCO INC SHOP SUPPLIES 99.6,"OFFICE SHOP, INC." PROF. & TECHNICAL SERVICE 1043.02,PAYMERANG LLC PROF AND CONSULTING 200,PRESTIGE CHEMICALS OPERATION/ MAINTENANCE STREETS 347.23,"SUMMIT WEST CPA GROUP, P.C." PROF AND CONSULTING 1250,"SUMMIT WEST CPA GROUP, P.C." PROF AND CONSULTING 10500,VAN DIEST SUPPLY CO. SUPPLIES/CHEMICALS 1204,VAN DIEST SUPPLY CO. SUPPLIES/CHEMICALS 656.55,VAN DIEST SUPPLY CO. SUPPLIES/CHEMICALS 149.44,WILLIAM H SMITH & ASSOC LINCOLN ST PROJECT 31592.5,WILLIAM H SMITH & ASSOC LINCOLN ST PROJECT 10980,WILLIAM H SMITH & ASSOC BALDWIN CREEK/9TH 2520,WYDOT - FINANCIAL SERVICES FUEL 3038.71,7220 CONSULTING PROF AND CONSULTING 431.15,ADAM E PHILLIPS ATTORNEY AT LAW GENERAL ATTORNEY 5000,ADAPCO INC SUPPLIES/CHEMICALS 5534,ALEXANDER EXCAVATION INFRASTRUCTURE (WATER/SEWER) 165367.49,ALSCO LINENS 154.82,ALSCO SUPPLIES 37.17,ALSCO LINENS 94.16,ALSCO LINENS 92.04,ARDURRA GROUP INC TAXIWAY 2458.75,AYRES ASSOCIATES INC PROF AND CONSULTING 7340,AYRES ASSOCIATES INC PROF AND CONSULTING 6860,BADGER METER INC METER REPLACEMENT 327.3,BARRY CINEMAS PROGRAM REGISTRATION 3060,BAYCOM INC NEW ASSETS 16520,BILL JONES PLUMBING & HEAT NEW ASSETS 2700,CITY PLUMBING & HEATING MAINTENANCE 18.21,COMMUNICATION TECHNOLOGIES BUILDING MAINTENANCE 1155,CPS DISTRIBUTORS INC TURF & GROUNDS MAINTENANCE 2817.4,CRUM ELECTRIC FUND EQUIPMENT REPLACEMENT 63517.14,DEALERS ELECTRICAL SUPPLY BUILDING MAINTENANCE 220.31,ECONO SIGNS OPERATION/ MAINTENANCE STREETS 181.96,ENGINEERING ASSOCIATES PROF AND CONSULTING 4349.75,FERGUSON ENTERPRISES INC OPERATIONS AND MAINTENANCE 2000.29,FERGUSON ENTERPRISES INC OPERATIONS AND MAINTENANCE 382.72,FLEX SHARE BENEFITS FLEX SHARE FEES 263.05,FREMONT CHEVROLET-GMC VEHICLE REPAIR 72.44,FREMONT CO SOLID WASTE DISPOS TURF & GROUNDS MAINTENANCE 20.2,FREMONT CO SOLID WASTE DISPOS TRASH COLLECTION 38.6,FREMONT CO SOLID WASTE DISPOS TURF & GROUNDS MAINTENANCE 99.8,FREMONT CO SOLID WASTE DISPOS OPERATION/ MAINTENANCE STREETS 110.6,FREMONT CO SOLID WASTE DISPOS TURF & GROUNDS MAINTENANCE 54.2,FREMONT CO SOLID WASTE DISPOS TRASH COLLECTION 112.6,FREMONT CO SOLID WASTE DISPOS TRASH COLLECTION 31.4,FREMONT CO SOLID WASTE DISPOS TURF & GROUNDS MAINTENANCE 14,FREMONT COUNTY ASSN OF GOV PROF & TECH - FCAG 8000,FREMONT COUNTY TREASURER DISPATCH CONTRACT 3161.2,FREMONT COUNTY TREASURER PRISONER CARE 4565,FREMONT COUNTY TREASURER DISPATCH 21356.25,FREMONT MOTOR COMPANY VEHICLE REPAIR 301.6,FREMONT SCHOOL DIST #1 PROGRAM REGISTRATION 600,FREMONT SCHOOL DIST #1 PROGRAM REGISTRATION 1760,FRONTIER PROPERTY MAINTENANCE COMMUNITY CENTER MAINTENANCE 925,GAMBLES SHOP SUPPLIES 1824,GREGCO SAFE ROUTES TO SCHOOL 201830.35,HDR ENGINEERING INC PROF AND CONSULTING 4572.5,HDR ENGINEERING INC STORAGE TANK REPLACEMENT 23801.25,HEALTH EQUITY FLEX SHARE FEES 271.95,HIGH COUNTRY CONSTRUCTION LINCOLN ST PROJECT 819842.7,HIGH MOUNTAIN ELECTRIC MAINTENANCE 2445,HOMETOWN OIL FUEL 17.14,HOMETOWN OIL FUEL 226.85,HUFF SANITATION COMMUNITY PROGRAMS 1000,INQUIREHIRE EMPLOYEE SCREENING 102.3,JIRDON AGRICHEMICALS TURF & GROUNDS MAINTENANCE 3245,KLEEN PIPE LLC VIDEO & CLEANING 4795.76,L N CURTIS & SONS SUPPLIES 441.19,L N CURTIS & SONS SUPPLIES 579.65,LANDER PET CONNECTION DOG IMPOUNDING 8000,LANDER SENIOR CITIZENS CENTER BUILDING MAINTENANCE 1859.13,MASA EMPLOYEE BENEFIT 228,METRON FARNIER METER REPLACEMENT 76039.03,MICHAELS FENCE & SUPPLY INC BUILDING MAINTENANCE 1341.81,MICHAELS FENCE & SUPPLY INC OPERATIONS AND MAINTENANCE 2934,MICHAELS FENCE & SUPPLY INC OPERATIONS AND MAINTENANCE 13500,MIDLAND IMPLEMENT CO VEHICLE REPAIR 146.59,"MULLINS, STUART" PROGRAM REGISTRATION 2250,"OFFICE SHOP, INC." SPECIAL SERVICES 75,ONE CALL OF WYOMING OPERATIONS AND MAINTENANCE 46.25,PATRICK CONSTRUCTION INC MCFARLANE DRIVE 197954.48,PAYMERANG LLC PROF AND CONSULTING 200,PIONEER MUSEUM PROGRAM REGISTRATION 2655,RDO EQUIPMENT CO VEHICLE REPAIR 419.88,RIVER OAKS COMMUNICATIONS CORP PROF AND CONSULTING 6115.25,RIVERTON RANGER INC ADVERTISING 39,RIVERTON RANGER INC ADVERTISING 611,RIVERTON RANGER INC ADVERTISING 65,STRIKE CONSULTING GROUP INFRASTRUCTURE (WATER/SEWER) 13123.75,STRIKE CONSULTING GROUP FARTHING SLIP PROJECT 13083.5,STRIKE CONSULTING GROUP MCFARLANE DRIVE 9771.25,"SUMMIT WEST CPA GROUP, P.C." PROF FEES COMPUTER 250,TEAM LABORATORY CHEM LLC WW-OPERATIONS & MAINTENANCE 8186.5,TEAM LABORATORY CHEM LLC WW-OPERATIONS & MAINTENANCE 3752.5,THATCHER COMPANY CHEMICAL FEED SUPPLIES 11625.44,THATCHER COMPANY CHLORINE 10676.15,TWEEDS WHOLESALE CO. SPECIAL PROGRAM 166.47,WALLER TECIA CLEANING SERVICES 4400,WAM - WCCA DUES 150,WAM - WCCA TUITION & REGISTRATION 125,WESTERN PRINTING CO. WATER UTILITY BILLING 5749.5,WHITING LAW PC GENERAL ATTORNEY 805,WYDOT - FINANCIAL SERVICES FUEL 6685.61,WYOGLOSS LLC BUILDING MAINTENANCE 1251,WYOMING ASSN. OF MUN. DUES 10627,WYOMING RETIREMENT SYSTEM VOLUNTEER FIRE PENSION FUND 656.25, PARTTIME WAGES: CEMETERY 5,539.50, CITY HALL 871.50, MUNICIPAL COURT 1,105.65, POLICE DEPARMENT 1,364, WEED & PEST 6,930, PARKS 22,993.46, AFLAC 467.29, CSSW 1554.50, COLONIAL LIFE 232.55, PAYROLL TAXES 96,687.04, DEFERRED COMP 6990, FLEXSHARE 1191.67, NCPERS 128.00, TRUSTMARK 379.66, WEBT 82904.49, WORKERS COMP 5963.36, WRS 66,956.94.

Motion to approve made by Council Member Cox and seconded by Council Member Stuble. Council Members voting Yea: D Hahn, Cox, Stuble, Larsen, Cassady, and J Hahn. Motion passed.

11. UNFINISHED BUSINESS (ACTION ITEMS)

- A. Approve second reading of Ordinance 2025-5 Rezoning a Parcel on Smith Creek Road Being a 12.14 Acre Tract of Land in the NE1/4 of Section 20 T33N R99W from R-5 Multi-Family Residential District to Agricultural District
- Motion to approve made by Council Member Larsen and seconded by Council Member Cassady.
- DISCUSSION: Council reviewed a request to rezone R5 residential land to agricultural for a tree nursery. While the Planning Commission recommended approval, council members were divided: some stressed the need to preserve scarce R5 land for higher-density housing, while others cited the property’s swampy conditions and the owner’s nursery plans. Staff clarified infrastructure and septic requirements, but several council members remained hesitant to reduce R5 land amid housing needs.
- Council Members voting Yea: Larsen, Cox, Council Members voting Nay: Stuble, Cassady, and J Hahn. Motion failed.

12. NEW BUSINESS (ACTION ITEMS)

- A. Approve first reading of Ordinance 2025-6 Replacing Ordinances 842, 854, and 1015 and Establishing Comprehensive Regulations For the Public and Private Community Forest In Lander
- Motion to approve made by Council Member Stuble and seconded by Council Member Cassady.
- DISCUSSION: Council discussed consolidating three tree ordinances into one comprehensive measure. Concerns centered on city authority over private property trees, short compliance timelines, and costs to owners. Council Member Hahn opposed giving the tree board influence, while Council Member Stuble emphasized the ordinance only consolidates existing rules and keeps the board advisory. Mayor White proposed clarifying language to reinforce the board’s advisory role and ensure checks and balances.
- Council Members voting Yea: Cox, Stuble, Larsen, Cassady. Council Member voting Nay: D Hahn, J Hahn. Motion passed.
- B. Approve first reading of Ordinance 2025-7 Amending Title 12-City Administrative Provisions, Section 12-5-5, "Compensation of Officers and Employees" of The Lander Municipal Code
- Motion to approve made by Council Member J Hahn and seconded by Council Member Cassady. Council Members voting Yea: D Hahn, Cox, Stuble, Larsen, Cassady, and J Hahn. Motion passed.
- C. Approve first reading of Ordinance 2025-8 Granting a Franchise To Visionary Communications, LLC on Behalf of Itself and Its Affiliates ("Visionary") to Operate and Maintain a Telecommunications System ("System") In City Of Lander, Wyoming
- Motion to approve made by Council Member Larsen and seconded by Council Member D Hahn. Council Members voting Yea: D Hahn, Cox, Stuble, Larsen, Cassady, and J Hahn. Motion passed.
- D. Approve Resolution 1364 to Amend the FY 2024-2025 Budget
- Motion to approve made by Council Member Stuble and seconded by Council Member Larsen.
- DISCUSSION: Council discussed a budget amendment to cover department overages using about \$900,000 in excess revenue from last year. Treasurer Lara explained that amendments are done annually to reduce advertising costs and that departments are accountable for overall budgets rather than individual line items.
- Council Members voting Yea: D Hahn, Cox, Stuble, Larsen, and J Hahn. Council Members voting Nay: Cassady. Motion passed.
- E. Approve Resolution 1365 Amending Resolution 1251 to Accommodate a Change in Project Description for the Transportation Alternatives Program from the Wyoming Department of Transportation Alternatives Program for the Purposes of Updating the Construction Plans for the Baldwin Creek, South 9th Complete Streets Project Awarded as CD23513
- Motion to approve made by Council Member D Hahn and seconded by Council Member J Hahn. Council Members voting Yea: D Hahn, Cox, Stuble, Larsen, Cassady, and J Hahn. Motion passed.
- F. Approve Resolution 1366 Amending Job Descriptions for Assistant Public Works Director and Police Chief
- Motion to approve made by Council Member Larsen and seconded by Council Member Cassady. Council Members voting Yea: D Hahn, Cox, Stuble, Larsen, Cassady, and J Hahn. Motion passed.

- G. Authorize the Mayor to sign the County 10 Advertising Agreement
Motion to approve made by Council Member Larsen and seconded by Council Member Cassady. Council Members voting Yea: D Hahn, Cox, Stuble, Larsen, Cassady, and J Hahn. Motion passed.
- H. Approve contract with Adam for appeal representation
Motion to approve made by Council Member J Hahn and seconded by Council Member Cassady.
Council Member Stuble moved to amend and approve representation and a fee agreement at Attorney Phillip's normal hourly rate, motion seconded by Council Member Cassady. Council Members voting Yea: D Hahn, Cox, Stuble, Larsen, Cassady, and J Hahn. Motion passed.
- I. Award bid E0525 for two (2) 2026 AWD Dodge Durango Pursuit Vehicles to the low bidder Sheridan Motors in the amount of \$42,909 per vehicle, for a total amount of \$85,818.00 and authorize the Mayor to sign the Notice of Award and Purchase Agreement for the same.
Motion to approve made by Council Member Larsen and seconded by Council Member J Hahn. Council Members voting Yea: D Hahn, Cox, Stuble, Larsen, Cassady, and J Hahn. Motion passed.

13. EXECUTIVE SESSION W.S. 16-4-405 (a)(vii) Consideration of the purchase of real property.

Motion to enter Executive Session at 8:11 P.M. made by Council Member Stuble and seconded by Council Member D Hahn. Council Members voting Yea: D Hahn, Cox, Stuble, Larsen, Cassady, and J Hahn. Motion passed. Motion to exit Executive Session at 8:21 P.M. made by Council Member Stuble and seconded by Council Member Cassady. Council Members voting Yea: D Hahn, Cox, Stuble, Cassady, and J Hahn. Motion passed.

14. NEW BUSINESS (ACTION ITEMS)

- A. Approve and authorize the Mayor to sign Real Estate Purchase Agreement for a 0.76-acre tract of land located in the SW1/4SW1/4 Section 8 T33N R99W.
Motion to approve made by Council Member D Hahn and seconded by Council Member J Hahn.
DISCUSSION: Comments were made that if the transaction is completed it will be covered 100% by grant funds. Council Members voting Yea: D Hahn, Cox, Stuble, Larsen, Cassady, and J Hahn. Motion passed.

15. ADJOURNMENT Motion to approve made by Council Member and seconded by Council Member. Council Members voting Yea to adjourn: D Hahn, Cox, Stuble, and J Hahn. Motion passed.

Being no further business to come before the Council, the meeting was adjourned at 8:23 PM.

The City of Lander

ATTEST:

By: _____
Missy White,
City of Lander Mayor

Rachelle Fontaine, City Clerk

The entire meeting is available to view at<https://www.landerwyoming.org/meetings/recent> OR <https://www.youtube.com/@CityofLander>.

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	CITY OF LANDER		
	SPECIAL REGULAR CITY COUNCIL MEETING		
	Tuesday, August 26, 2025, at 6:00 PM		
	City Council Chambers, 240 Lincoln Street		
	MINUTES		

1. **CALL TO ORDER** Mayor White led the Pledge of Allegiance and called the meeting to order at 6:00 PM. Roll Call. COUNCIL MEMBERS PRESENT: John Larsen, Dan Hahn, Josh Hahn, Julia Stuble, Melinda Cox, Chad Cassady and Mayor Missy White. Declaration of a quorum. STAFF PRESENT: Interim Police Chief Kelly Waugh, Public Works Director Lance Hopkin, Assistant Mayor RaJean Strube Fossen, City Treasurer Charri Lara, City Attorney Adam Phillips, City Clerk Rachelle Fontaine.
2. **APPROVAL OF AGENDA.** The motion was made by Council Member Cox and seconded by Council Member Larsen. Council Members Voting Yea: Larsen, Cassady, D Hahn, Cox, Stuble, and J Hahn. Motion passed.
3. **PUBLIC HEARING NEW RESTAURANT LIQUOR LICENSE APPLICATION FOR ON-SITE LAUNDRY LLC 680 Main Street, STE C LANDER, WY LOT 11-12, BLK 13, ORIGINAL TOWN OF LANDER COMMERCIAL DISTRICT**

A. Mayor White opened the hearing at 6:02 P.M.

B. Introduced and read. The City Clerk explained that On-Site Laundry submitted the required paperwork for a liquor license and provided all documentation requested by the State of Wyoming. Photos of the applicant’s space were submitted via email, printed, and distributed to each council member. The owners were present in the audience and available to answer questions. No public comments were received regarding the application by the Clerk. The application is now before the council for consideration.

C. Public comment. Charles Woolwine spoke in opposition to granting an additional liquor license, framing the matter as a health and welfare issue. He noted Wyoming’s high suicide rate and the contributing role of alcohol. He cited that Lander has 26 liquor licenses, 19 of which are on Main Street—averaging one every 369 feet. He questioned whether another license would benefit the community’s quality of life and urged the council to deny the request.

D. Mayor White closed the hearing at 6:09 P.M.
4. **PUBLIC HEARING ORDINANCE 2025-09 AN ORDINANCE REZONING ORIGINAL TOWN ON LANDER, BLOCK 29 LOTS 5-10 FROM R-5 MULTI-FAMILY RESIDENTIAL DISTRICT TO C- COMMERCIAL DISTRICT**

A. Mayor White opened the hearing at 6:10 P.M.

B. Introduced and read. Assistant Mayor RaJean Strube Fossen read the proposed ordinance.

C. Public comment. None.

D. Mayor White closed the hearing at 6:12 P.M.
5. **PUBLIC HEARING ORDINANCE 2025-10 AN ORDINANCE REZONING EARL & FARLOW ADDITION, BLOCK 110, LOTS 5-6 FROM R-5 MULTI-FAMILY RESIDENTIAL DISTRICT TO C- COMMERCIAL DISTRICT**

A. Mayor White opened the hearing at 6:12 P.M.

B. Introduced and read. Assistant Mayor RaJean Strube Fossen read the proposed ordinance.

C. Public comment. None.

D. Mayor White closed the hearing at 6:13 P.M.
6. **COMMUNICATION FROM THE FLOOR**

A. Public Comment. None.
7. **MAYOR AND COUNCIL UPDATES**

Council Member J Hahn encouraged the public to support Lander Tigers football.

Council Member Stuble expressed appreciation to Public Works Director Hopkin and his team for preparing crosswalks for school safety and provided a Tree Board update.

Council Member Cox provided updates on LEDA and the Lander Chamber of Commerce and expressed City Park Trees concerns.

Council Member Dan Hahn commented that the fire risk remains high due to dry conditions.

Council Member Cassady reported being unable to attend the recent Planning Commission meeting but noted having productive discussions with staff regarding financial and decision-making processes, as well as a constructive meeting with Public Works.

Mayor White announced that planning is underway for the upcoming 9/11 ceremony. She encouraged council to monitor Riverton’s discussions on building a recreation center. She listened to the Legislative Corporations Committee’s discussion on public records requests, which may resurface in November. She expressed pride in Lander’s transparency efforts, including online meeting access, new Muni code time-tagging, and thorough responses to public records requests.

8. STAFF REPORTS

Interim Chief Waugh provided a follow up on mental wellness.

Public Works Director Hopkin provided an update on Lincoln Street construction.

Assistant Mayor Strube Fossen announced that the city has a table at the Chamber lunch if anyone would like to attend. There will be two housing board appointments at the next meeting.

9. OLD BUSINESS (ACTION ITEMS)

- A. Approve second reading Ordinance 2025-6 an Ordinance Replacing Ordinances 842, 854, and 1015, and Establishing Comprehensive Regulations for the Public and Private Community Forest in Lander, Wyoming

The motion was made by Council Member Larsen and seconded by Council Member Cox.

DISCUSSION: Don Reynolds, representing the Tree Board, provided background on Lander’s long history with Tree City USA and emphasized the board’s advisory role in promoting, educating, and supporting urban forestry, not in enforcement. He explained the benefits of the board’s work and clarified its purpose as advocacy and guidance.

Council Member Stuble presented amendments to Ordinance 2025-6, clarifying appointment authority, duties, and the advisory nature of the Tree Board, including changing the tree inventory requirement from annual to once every five years. Council discussion focused on ensuring homeowner protection, clarifying staff responsibility for enforcement, and maintaining collaboration and transparency.

Council Member Stuble moved to amend Ordinance 2025-6 in accordance with changes presented in the draft provided in the agenda packet, seconded by Council Member Cox. Council Members voting Yea to amend: Larsen, Cassady, D Hahn, Cox, Stuble, and J Hahn. Motion passed.

Council Members Voting Yea to approve Ordinance 2025-6 as amended: Larsen, Cassady, D Hahn, Cox, Stuble, and J Hahn. Motion passed.

Mayor White commented that the third reading would be in October.

10. NEW BUSINESS (ACTION ITEMS)

- A. Approve first reading of ORDINANCE 2025-09 an Ordinance Rezoning Original Town On Lander, Block 29 Lots 5-10 from R-5 Multi-Family Residential District to C- Commercial District

The motion was made by Council Member Larsen and seconded by Council Member Cox.

DISCUSSION: Council discussed whether rezoning certain R5 lots to commercial aligns with the City’s Master Plans. Concerns were raised about the potential loss of R5 zoning and its impact on housing availability, though it was clarified that multi-family housing is also permitted in commercial zones. The property owner, Dan Schultejann, clarified intentions to preserve the lots as a single parcel and restore the existing building, though future use is undecided.

Councilmembers expressed mixed views—balancing the desire to support property owners and commercial growth with the need to protect higher-density housing opportunities.

Council Members Voting Yea: Larsen, Cassady, D Hahn, Cox, Stuble, and J Hahn. Council Members Voting Nay: Stuble. Motion passed.

- B. Approve the first reading of Ordinance 2025-10 an Ordinance Rezoning Earl & Farlow Addition, Block 110, Lots 5-6 from R-5 Multi-Family Residential District to C- Commercial District

The motion was made by Council Member Cox and seconded by Council Member Stuble.

DISCUSSION: Council Members continued the discussion concerning priorities between maintaining R5 zoning for housing versus allowing commercial expansion.

The applicant, Hunter Bregar, explained plans to build two 3,200 sq. ft. shop buildings, partly for Ace Hardware storage and partly for other local business needs. Former owner George Piplica described earlier attempts to develop the lots for housing, which were hindered by location challenges adjacent to commercial uses, and supported rezoning to align with long-standing Main Street commercial growth patterns.

Council Members Voting Yea: Larsen, Cassady, D Hahn, Cox, Stuble, and J Hahn. Council Members Voting Nay: Stuble. Motion passed.

- C. Approve New Restaurant Liquor License Application for On-Site Laundry LLC 680 Main Street, Ste C Lander, Wy Lot 11-12, Blk 13, Original Town Of Lander Commercial District

The motion was made by Council Member Cox and seconded by Council Member D Hahn.

DISCUSSION: Council held an extended discussion on the application for a restaurant liquor license at On-Site Laundry. Questions were raised about whether the number of liquor licenses correlates with alcohol consumption and about the appropriateness of a laundromat serving alcohol. Councilmembers expressed both concern for community health impacts and support for business owners’ rights.

The City Attorney clarified that restaurant liquor licenses are governed by state statute, requiring primary revenue from food sales (minimum 60/40 food-to-alcohol ratio). It was also noted that Lander currently has only two restaurant liquor licenses, and there is no statutory limit unless Council sets one by ordinance.

Operational compliance issues were reviewed, including alcohol storage, mixing area visibility, separation of dispensing space from dining, and employee age restrictions. The applicants explained their setup, including use of a divider to conceal drink preparation, alcohol storage practices, and confirmation that no employees under 18 would work in the dispensing area. They also stated this would be their fourth restaurant liquor license, with no prior compliance issues.

Council Members Voting Yea: Larsen, D Hahn, Cox, Stuble, and J Hahn. Council Members Voting Nay: Cassady. Motion passed.

- D. Approve Resolution 1367 Amending the Job Description for Police Chief.

Council Member Stuble proposed amending the police chief job description to emphasize community-facing skills such as public engagement, trust-building, responsiveness, and serving as a media spokesperson. She also recommended requiring prior leadership experience at the rank of lieutenant, captain, or deputy/assistant chief. Council Member Cox raised concerns about excluding qualified candidates from smaller departments, and Interim Chief Waugh clarified that while captains or deputy chiefs are standard in larger agencies, lieutenants in some departments fulfill similar external roles. The council agreed that lieutenant experience should be added as well. Discussion ensued concerning flexibility contained in "C. An equivalent combination of education and experience."

Council Member Stuble moved to amend the Chief of Police job description to include minimum qualifications 1B, and add lieutenant, captain, or assistant deputy chief rank. Seconded by Council Member Cox. Council Members Voting Yea as amended: Larsen, Cassady, D Hahn, Cox, Stuble, and J Hahn. Motion passed.

- E. Appoint Mary Greene to the Planning Commission & Board of Adjustment to fill Kristen Yannone's term through December 31, 2026.

The motion was made by Council Member Larsen and seconded by Council Member Cox. Council Members Voting Yea: Larsen, Cassady, D Hahn, Cox, Stuble, and J Hahn. Motion passed.

- F. Approve payment to QUADIENT INC for postage in the amount of \$1,000.

The motion was made by Council Member Cox and seconded by Council Member Cassady.
Council Members Voting Yea: Larsen, Cassady, D Hahn, Cox, Stuble, and J Hahn. Motion passed.

11. ADJOURNMENT The motion was made by Council Member Stuble and seconded by Council Member Cox. Council Members Voting Yea: Larsen, Cassady, D Hahn, Cox, Stuble, and J Hahn. Motion passed.

Being no further business to come before the Council, the meeting was adjourned at 8:16 PM.

The City of Lander,

ATTEST:

By: _____
Missy White,
City of Lander Mayor

Rachelle Fontaine, City Clerk

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	CITY OF LANDER		
	CITY COUNCIL WORK SESSION MEETING		
	Tuesday, August 26, 2025, at 8:26 PM		
	City Council Chambers, 240 Lincoln Street		
	MINUTES		

The Work Session commenced at 8:26 P.M. following the Special Regular Meeting. COUNCIL MEMBERS PRESENT: Dan Hahn, Josh Hahn, Julia Stuble, Melinda Cox (via Zoom), John Larsen and Chad Cassady and Mayor White. STAFF PRESENT: Interim Police Chief Kelly Waugh, Assistant Mayor RaJean Strube Fossen, City Clerk Rachelle Fontaine.

1. NEW BUSINESS (NON-ACTION ITEMS)

A. Police Department Policy Update Discussion

Council reviewed the draft of the updated police policy and procedure manual. Council agreed that the additional review time was helpful, and most questions had already been addressed with the interim chief. It was clarified that policy portions will remain fixed unless amended by Council, while procedures may be updated dynamically. Council Members praised the thoroughness of the manual and acknowledged the heavy workload involved in its preparation, noting the outdated 2015 policy posed liability risks. Council expressed support for adopting a code of conduct for themselves, similar to that required of police officers. The manual will be ready for a vote at the September business meeting, with the interim chief offering to answer further questions individually before then.

2. ADJOURNMENT Being no further business to come before the Council, the meeting was adjourned at 8:36 PM.

The City of Lander,

ATTEST:

By: _____
Missy White,
City of Lander Mayor

Rachelle Fontaine, City Clerk

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	CITY OF LANDER		
	SPECIAL CITY COUNCIL MEETING		
	Wednesday, September 03, 2025, at 5:15 PM		
	City Council Chambers, 240 Lincoln Street		
	MINUTES		

1.

CALL TO ORDER Mayor White led the Pledge of Allegiance and called the meeting to order at 6:00 PM. Roll Call. COUNCIL MEMBERS PRESENT: John Larsen, Josh Hahn, Julia Stuble, Melinda Cox, Chad Cassady and Mayor White. COUNCIL MEMBERS ABSENT: Dan Hahn. Declaration of a quorum. STAFF PRESENT: Assistant Mayor Ralean Strube Fossen, City Attorney Adam Phillips, City Clerk Rachelle Fontaine.
2.

APPROVAL OF AGENDA Council Member Larsen moved to approve, seconded by Council Member Cox. Council Members voting Yea: Larsen, Cox, Stuble, J Hahn and Cassady. Motion passed.
3.

EXECUTIVE SESSION

A.

W.S. 16-4-405 (a)(vii) Consideration of the purchase of real property.

B.

W.S. 16-4-405 (a) (iii) Potential Litigation

Council Member Cox moved to enter executive session at 5:16 PM, seconded by Council Member J Hahn. Council Members voting Yea: Larsen, Cox, Stuble, J Hahn and Cassady. Motion passed.

Council Member Stuble moved to exit executive session at 5:41 PM, seconded by Council Member Cassady. Council Members voting Yea: Larsen, Cox, Stuble, J Hahn and Cassady. Motion passed.
4.

NEW BUSINESS (ACTION ITEMS)

A.

Approve and authorize the Mayor to sign an Amended Real Estate Purchase Agreement for a 0.52-acre tract of land located in the SW1/4SW1/4 Section 8 T33N R99W.

Council Member Larsen moved to approve, seconded by Council Member Cassady. Council Members voting Yea: Larsen, Cox, Stuble, J Hahn and Cassady. Motion passed.
5.

ADJOURNMENT Council Member Larsen moved to adjourn, seconded by Council Member Cassady. Council Members voting Yea: Larsen, Cox, Stuble, J Hahn and Cassady. Motion passed.

Being no further business to come before the Council, the meeting was adjourned at 5:43 PM.

The City of Lander

ATTEST:

By: _____
Missy White,
City of Lander Mayor

Rachelle Fontaine, City Clerk

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OR <https://www.youtube.com/@CityofLander>.

CITY OF LANDER

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Input Dates: 8/14/2025 - 9/17/2025Page: 1
Sep 12, 2025 08:53AM

71 CONSTRUCTION CO	cold mix / bulk	5,022.00
Total 71 CONSTRUCTION CO (2):		5,022.00
ADAM E PHILLIPS ATTORNEY AT LAW	Professional Fees	2,500.00
ADAM E PHILLIPS ATTORNEY AT LAW	Professional Fees	2,500.00
Total ADAM E PHILLIPS ATTORNEY AT LAW (666):		5,000.00
ALEXANDER EXCAVATION	Patch at Hospital	2,292.04
ALEXANDER EXCAVATION	construction contract on Bishop Randall	6,553.80
Total ALEXANDER EXCAVATION (21):		8,845.84
ALSCO	Community Ctr Linens	269.22
ALSCO	Community Center Linens	136.82
ALSCO	Community Center Linens	153.16
ALSCO	Community Center Micro Towels	37.17
ALSCO	Community Center Micro Towels	37.17
ALSCO	Community Ctr MiroTech Towels	37.17
ALSCO	Community Ctr Linens	234.11
ALSCO	Community Ctr Linens	154.82
ALSCO	Community Ctr MiroTech Towels	37.17
ALSCO	Community Ctr Linens	154.82
ALSCO	Community Ctr Linens & MicroTech Towels	37.17
ALSCO	Community Ctr Linens & MicroTech Towels	227.82
Total ALSCO (917):		1,516.62
APEX SURVEYING INC	Const management for Bishop Randall ARPA pr	5,967.50
Total APEX SURVEYING INC (1238):		5,967.50
API SYSTEMS INTEGRATORS	12 Month Monitoring for LCCC	780.00
Total API SYSTEMS INTEGRATORS (892):		780.00
ARDURRA GROUP INC	Engineering for Jefferson Street extension	4,520.00
ARDURRA GROUP INC	LND reconstruct apron - design	2,740.00
Total ARDURRA GROUP INC (1390):		7,260.00
BADGER METER INC	Beacon Mobile Hosting AUG2025	327.30
Total BADGER METER INC (44):		327.30
BILL JONES PLUMBING & HEATING INC	LOR Foundation Phase 2 - Installation of drinkin	2,360.00
Total BILL JONES PLUMBING & HEATING INC (57):		2,360.00
BLACK HILLS ENERGY	Acct #3608 1654 36 AUG2025	98.00
BLACK HILLS ENERGY	Acct #3608 1654 36 AUG2025	224.21
BLACK HILLS ENERGY	Acct #3608 1654 36 AUG2025	661.88
BLACK HILLS ENERGY	Acct #3608 1654 36 AUG2025	137.06
BLACK HILLS ENERGY	Acct #3608 1654 36 AUG2025	252.41
BLACK HILLS ENERGY	Acct #3608 1654 36 AUG2025	43.25
Total BLACK HILLS ENERGY (465):		1,416.81
CFS INSPECTIONS	Ground and ladder testing	2,357.25

CITY OF LANDER

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Total CFS INSPECTIONS (1454):		2,357.25
CITY PLUMBING & HEATING INC	Irrigation repair and maintenance - City Park	14.00
CITY PLUMBING & HEATING INC	Finish work of tankless water heater install from	275.00
Total CITY PLUMBING & HEATING INC (105):		289.00
COUNTY TITLE INC	Earnest Money	2,500.00
COUNTY TITLE INC	Earnest Money	2,500.00
Total COUNTY TITLE INC (1244):		5,000.00
CROELL INC	Concrete Sand and 1" Gravel. Backstop concrete	99.00
CROELL INC	57 rock	2,445.75
CROELL INC	road base	883.30
Total CROELL INC (1452):		3,428.05
EATON SALES & SERVICE	OAI testing at airport fuel tanks	1,055.75
Total EATON SALES & SERVICE (150):		1,055.75
ECONO SIGNS	street signs	93.29
Total ECONO SIGNS (1159):		93.29
ELLIS CONCRETE INC	Curb and Gutter Repair	7,200.00
Total ELLIS CONCRETE INC (988):		7,200.00
ENGINEERING ASSOCIATES	Surveying for Popo River Plat	4,625.54
ENGINEERING ASSOCIATES	Surveying for CDBG purchase offer	3,021.00
ENGINEERING ASSOCIATES	Engineering for Popo Agie River Park plat & ann	7,646.54
ENGINEERING ASSOCIATES	Quiet Title Work	8,760.90
ENGINEERING ASSOCIATES	engineering for Popo Agie River Park plat	7,847.94
Total ENGINEERING ASSOCIATES (1431):		31,901.92
ENGINEERING DESIGN ASSOCIATES	Engineering for Popo Agie River Park plat and a	7,646.54-
Total ENGINEERING DESIGN ASSOCIATES (1325):		7,646.54-
FERGUSON ENTERPRISES INC	caps and bolt packs	1,803.69
FERGUSON ENTERPRISES INC	snakepit test stations	196.20
Total FERGUSON ENTERPRISES INC (553):		1,999.89
FLEX SHARE BENEFITS	HRA Funding for July2025 - June2026	57,000.00-
Total FLEX SHARE BENEFITS (173):		57,000.00-
FREMONT CO SOLID WASTE DISPOS	park garbage	21.00
FREMONT CO SOLID WASTE DISPOS	trash removal parks	18.60
FREMONT CO SOLID WASTE DISPOS	final lander presents trash	29.00
Total FREMONT CO SOLID WASTE DISPOS (183):		68.60
FREMONT COUNTY PIONEER ASSOCIATION	MAW Pioneer School Summer Program	2,655.00

CITY OF LANDER

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Total FREMONT COUNTY PIONEER ASSOCIATION (1437):		2,655.00
FREMONT COUNTY SCHOOL DIST #25	Sinks Canyon Camp Bus Transportation July 7-	2,279.58
FREMONT COUNTY SCHOOL DIST #25	Sinks Canyon Camp Bus Transportation July 14	2,088.99
FREMONT COUNTY SCHOOL DIST #25	Sinks Canyon Camp Bus Transportation July 21	2,281.11
FREMONT COUNTY SCHOOL DIST #25	Sinks Canyon Camp Bus Transportation July 28	2,060.57
Total FREMONT COUNTY SCHOOL DIST #25 (1448):		8,710.25
FREMONT COUNTY TREASURER	AUGUST JAIL BILL	4,070.00
FREMONT COUNTY TREASURER	Dispatch - Police & Fire	686.25
FREMONT COUNTY TREASURER	Dispatch - Police & Fire	20,670.00
Total FREMONT COUNTY TREASURER (190):		25,426.25
FREMONT MOTOR COMPANY	Truck - Streets	41,399.00
FREMONT MOTOR COMPANY	Dodge Durango	40,351.00
FREMONT MOTOR COMPANY	PCM flash	178.20
FREMONT MOTOR COMPANY	AC Expansion valve	1,003.40
FREMONT MOTOR COMPANY	alignment	149.99
FREMONT MOTOR COMPANY	PCM	840.00
FREMONT MOTOR COMPANY	evap temp sensor	41.44
FREMONT MOTOR COMPANY	Core Return	125.00-
Total FREMONT MOTOR COMPANY (194):		83,838.03
FRONT RANGE FIRE APPARATUS LTD	drain valve EN-7	215.23
Total FRONT RANGE FIRE APPARATUS LTD (196):		215.23
FRONTIER PROPERTY MAINTENANCE	Landscape Maintenance for Community Center	925.00
Total FRONTIER PROPERTY MAINTENANCE (1484):		925.00
GREGCO	contractor pay request 2 for sidewalk project	134,301.50
Total GREGCO (1504):		134,301.50
HDR ENGINEERING INC	Const management services for CD21510 Gann	11,675.37
HDR ENGINEERING INC	Pushroot Add to Buena Vista	13,403.75
HDR ENGINEERING INC	Buena Vista WL Design	7,175.00
HDR ENGINEERING INC	GIS Mapping Work and TAP support	7,745.24
HDR ENGINEERING INC	Buena Vista Bidding Docs and Final Design	19,000.00
HDR ENGINEERING INC	Construction management on C21510	15,071.38
Total HDR ENGINEERING INC (994):		74,070.74
HEALTH EQUITY	Admin Fees Sept 2025	135.98
HEALTH EQUITY	Admin Fees Sept 2025	135.97
Total HEALTH EQUITY (1502):		271.95
HIGH COUNTRY CONSTRUCTION	Lincoln Street Construction	315,348.13
Total HIGH COUNTRY CONSTRUCTION (1062):		315,348.13
HOMETOWN OIL	Park and rec fuel	21.40-
HOMETOWN OIL	Park and rec fuel	34.97-
HOMETOWN OIL	Fuel	138.16

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HOMETOWN OIL	Hydraulic fluid	699.00
Total HOMETOWN OIL (230):		780.79
HUFF SANITATION INC	Septic Tank Cleaning - WTP	400.00
Total HUFF SANITATION INC (239):		400.00
IIMC	IIMC Membership	195.00
Total IIMC (247):		195.00
INBERG MILLER ENGINEERS	Geotech on 5th Street Pavement	9,750.00
INBERG MILLER ENGINEERS	Sunset Addition Eng Analysis	11,900.00
Total INBERG MILLER ENGINEERS (1239):		21,650.00
KAIROS BROADCASTING LLC	County 10 - Community Partnership	5,000.00
Total KAIROS BROADCASTING LLC (1250):		5,000.00
KLEEN PIPE LLC	root cutting Goodrich	8,299.15
KLEEN PIPE LLC	clean and video N. 1st sewer	7,075.65
Total KLEEN PIPE LLC (1032):		15,374.80
LANDER CHAMBER OF COMMERCE	Chamber Newsletter Insert - August Project Info	75.00
LANDER CHAMBER OF COMMERCE	Yearly MOU Payment	15,000.00
Total LANDER CHAMBER OF COMMERCE (282):		15,075.00
LANDER FREE MEDICAL	1/2 Recipient	2,841.96
Total LANDER FREE MEDICAL (1458):		2,841.96
LANDER GOLF & COUNTRY CLUB	Employee Benefit	504.00
Total LANDER GOLF & COUNTRY CLUB (286):		504.00
LANDER SENIOR CITIZENS CENTER	JULY 2025 Expenses	2,296.47
Total LANDER SENIOR CITIZENS CENTER (296):		2,296.47
LYNDSAY ALCARAZ	1/2 Recipient	805.56
Total LYNDSAY ALCARAZ (1464):		805.56
MASTERCARD	Taser Molle Attachment	288.00
MASTERCARD	Conference in Sheridan Lori Eckhardt	235.00
MASTERCARD	Conference in Sheridan Jason Byrd	235.00
MASTERCARD	Oil for compressors	666.18
MASTERCARD	Supplies	42.47
MASTERCARD	camp groceries	13.47
MASTERCARD	food for camp	40.37
MASTERCARD	Phones - All depts	48.92
MASTERCARD	Phones - All depts	406.05
MASTERCARD	Phones - All depts	259.71
MASTERCARD	Phones - All depts	302.68
MASTERCARD	Phones - All depts	26.99
MASTERCARD	Phones - All depts	118.94

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MASTERCARD	staff food	34.78
MASTERCARD	Food for DUI Team	51.75
MASTERCARD	camp food	215.98
MASTERCARD	Postage	5.22
MASTERCARD	Employee benefit	73.52
MASTERCARD	Fuel for 2 cycle and 4 cycle motors	82.93
MASTERCARD	camp food	20.48
MASTERCARD	camp food	8.98
MASTERCARD	staff meal	42.16
MASTERCARD	spray paint. cleaner	104.85
MASTERCARD	Supplies	90.00
MASTERCARD	Fraud charge to my city card	6.99
MASTERCARD	Travel	24.37
MASTERCARD	mcdonalds water lines	104.76
MASTERCARD	water line repair supplies	78.04
MASTERCARD	credit for return items and charge for new purch	72.46-
MASTERCARD	credit for return items and charge for new purch	79.92
MASTERCARD	food for camp	24.04
MASTERCARD	staff food	31.62
MASTERCARD	Motel for Training	650.00
MASTERCARD	camp food	62.45
MASTERCARD	Lor Water Project	28.09
MASTERCARD	Training	133.98
MASTERCARD	camp food	21.36
MASTERCARD	lighter and wasp spray for camp	21.18
MASTERCARD	staff food	42.16
MASTERCARD	DUI Team	50.60
MASTERCARD	Conference in Sheridan Kevin Green	235.00
MASTERCARD	August 1st set of BacT samples	75.00
MASTERCARD	misc maintenance supplies	586.77
MASTERCARD	Key copies for rounds locks	10.78
MASTERCARD	Motel for Training	550.00
MASTERCARD	Prof fees - LCCC	249.00
MASTERCARD	Acct #156821201 Spectrum Phone JULY2025	129.98
MASTERCARD	Acct #156821201 Spectrum Phone JULY2025	130.00
MASTERCARD	Acct #156821201 Spectrum Phone JULY2025	130.00
MASTERCARD	Acct #156821201 Spectrum Phone JULY2025	260.00
MASTERCARD	Acct #156821201 Spectrum Phone JULY2025	130.00
MASTERCARD	Acct #156821201 Spectrum Phone JULY2025	130.00
MASTERCARD	Acct #156821201 Spectrum Phone JULY2025	130.00
MASTERCARD	Acct #156821201 JUNE2025	129.98
MASTERCARD	Acct #156821201 JUNE2025	130.00
MASTERCARD	Acct #156821201 JUNE2025	130.00
MASTERCARD	Acct #156821201 JUNE2025	260.00
MASTERCARD	Acct #156821201 JUNE2025	130.00
MASTERCARD	Acct #156821201 JUNE2025	130.00
MASTERCARD	Acct #173012201 Spectrum Fiber JULY2025	449.50
MASTERCARD	Acct #173012201 Spectrum Fiber JULY2025	449.50
MASTERCARD	city park drinking fountain install	67.88
MASTERCARD	parks softball fields drinking fountain install	170.95
MASTERCARD	Annual	2,494.80
MASTERCARD	Hand held cameras for Patrol	3,168.00
MASTERCARD	vehicle jump starter and case	219.53
MASTERCARD	Cases for hand Patrol scene cameras	181.12
MASTERCARD	Insoles for Structure Fire boots	145.00
MASTERCARD	Cleaning supplies for airport	148.48
MASTERCARD	Cleaning Supplies for the airport	73.17
MASTERCARD	Bed mats. That are being returned	410.94
MASTERCARD	craft supplies for camp	74.57

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MASTERCARD	plastic mugs for camp	25.58
MASTERCARD	supplies	62.25
MASTERCARD	office supplies	32.99
MASTERCARD	split invoice from Amazon	73.96
MASTERCARD	flags, work desk for large format printer	140.43
MASTERCARD	office supplies	40.48
MASTERCARD	valves and ear plugs	149.62
MASTERCARD	gloves, paint, flags	231.30
MASTERCARD	supplies	26.74
MASTERCARD	Routers for remote sites	799.95
MASTERCARD	Replacement Computers	1,199.95
MASTERCARD	shredding	75.00
MASTERCARD	floats for Industrail park lift station	225.87
MASTERCARD	Donation for July tours of SPC/mine	250.00
MASTERCARD	Chamber newsletter inserts for City of Lander P	155.40
MASTERCARD	wastewater tracking manifests	191.82
MASTERCARD	Water Bills JULY2025	700.10
MASTERCARD	Decals Cop cars	2,541.10
MASTERCARD	Training	99.54
MASTERCARD	Supplies	2,430.00
MASTERCARD	Supplies	2,430.00
MASTERCARD	Tad Hubble, tracing powerline to gate box and u	717.44
MASTERCARD	Tuition	315.00
MASTERCARD	Chief's Award	180.00
MASTERCARD	Sprinklers and parts	793.72
MASTERCARD	AWS	23.99
MASTERCARD	Travel	10.58
MASTERCARD	Supplies	40.00
MASTERCARD	Travel	772.60
MASTERCARD	reset ip on printer/copier	78.75
MASTERCARD	6 Straw Hay Bales - Grass seed cover McDonal	77.69
MASTERCARD	Toolbox for PW 3	515.95
MASTERCARD	Trash Removal JULY2025	165.94
MASTERCARD	Trash Removal JULY2025	180.95
MASTERCARD	Trash Removal JULY2025	158.47
MASTERCARD	Trash Removal JULY2025	1,030.30
MASTERCARD	Trash Removal JULY2025	760.74
MASTERCARD	Decals	180.00
MASTERCARD	Google Workspace JULY2025	1,082.40
MASTERCARD	Google Workspace JULY2025	1,082.40
MASTERCARD	PEX	11.86
MASTERCARD	Supplies	80.00
MASTERCARD	Spectrum Phone JULY2025 Acct#8313300430	15.77
MASTERCARD	Spectrum Phone - JULY2025 Acct#831330043	125.89
MASTERCARD	Acct #: 333888956, 333469244, 333979797, 3	93.80
MASTERCARD	Acct #: 333888956, 333469244, 333979797, 3	215.62
MASTERCARD	Acct #: 333888956, 333469244, 333979797, 3	453.27
MASTERCARD	Acct #: 333888956, 333469244, 333979797, 3	131.52
MASTERCARD	Acct #: 333888956, 333469244, 333979797, 3	131.52
MASTERCARD	Registration of mini conference	287.37
MASTERCARD	Maintenance	525.13
MASTERCARD	water 3 test for Robert Cecnle	106.00
MASTERCARD	mini conf. for Terry, Lance's card	287.37
MASTERCARD	water test for Dylan	106.00
MASTERCARD	Travel - Meal	24.10
MASTERCARD	Travel - Meal	26.54
MASTERCARD	Spectrum Phone Acct #8313 30 043 0016823	15.77
MASTERCARD	Spectrum Phone Acct #8313 30 043 0151349	131.13
MASTERCARD	Acct #1414 Statement 7.3.2025 Invoices:2904	3,471.00
MASTERCARD	WAMCAT FALL INSTITUTE	315.00

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MASTERCARD	July Wastewater Testing	345.00
MASTERCARD	July Wastewater Testing	345.00
MASTERCARD	Quarterly TOC and alkalinity testing	274.00
MASTERCARD	July Wastewater Testing	345.00
MASTERCARD	July Wastewater Testing	345.00
MASTERCARD	July Wastewater Sampling	345.00
MASTERCARD	Back blower repair; chainsaw chain sharpening	365.85
MASTERCARD	Domain Renewal for Community Center	65.85
MASTERCARD	Fuel hose for WT-7 slip tank	49.99
MASTERCARD	PEX fittings	95.71
MASTERCARD	Bolts for trencher	9.10
MASTERCARD	Concrete for dillion park bathroom	57.16
MASTERCARD	Trimmer line and gloves	50.98
MASTERCARD	Letters for new vehicles	9.66
MASTERCARD	Concrete for dillion park bathrooms	79.96
MASTERCARD	Hex wrenches	19.99
MASTERCARD	Cut Off wheel	32.45
MASTERCARD	hyd. wrenches, meter gaskets	291.35
MASTERCARD	Ladder rack	1,600.11
MASTERCARD	Strobe lights and mounts	1,111.19
MASTERCARD	yearly membership	299.00
MASTERCARD	Travel - Meal	33.78
MASTERCARD	Travel - Meal	25.54
MASTERCARD	Floormats for PW3	94.99
MASTERCARD	Hose barbs for WP1 hose reel sprayer repair	14.10
MASTERCARD	temp sensor, starting fluid	28.95
MASTERCARD	stock order	15.00
MASTERCARD	stock order	122.20
MASTERCARD	Spark plugs - truck mounted weed sprayer engi	17.84
MASTERCARD	aiken purple power	54.48
MASTERCARD	Toggle switch and inline fuses	22.58
MASTERCARD	Batteries	330.82
MASTERCARD	blend door actuator	75.86
MASTERCARD	Battery	218.57
MASTERCARD	filter	14.92
MASTERCARD	toggle switch and inline fuse	12.26
MASTERCARD	water pump and thermostat assembly	158.83
MASTERCARD	NFPA subscription	129.99
MASTERCARD	Extrication Gloves	220.00
MASTERCARD	concrete for hospital ballards	102.00
MASTERCARD	July 2025 e-coli testing	315.00
MASTERCARD	Travel	529.77
MASTERCARD	4 Emerson SOLAHD ups for SCADA panel back	2,744.16
MASTERCARD	2-stroke weed eater oil; pole saw chain blade.	54.86
MASTERCARD	Chainsaw Blade -- 25" saw	40.00
MASTERCARD	Supplies	270.85
MASTERCARD	Registration for rural water conference in Lande	287.37
MASTERCARD	mini conf.	287.37
MASTERCARD	Level 4 test registry	106.00
MASTERCARD	HP Printer Toner	209.98
MASTERCARD	Dust Pan	5.03
MASTERCARD	Concrete for dillion park bathroom	41.25
MASTERCARD	field chalk baseball and softball	644.00
MASTERCARD	Vonage Phone JULY2025	825.25
MASTERCARD	Vonage Phone JULY2025	825.24
MASTERCARD	Sun Shade for water dump truck & key tags	19.05
MASTERCARD	O-Ring - Rodeo Grounds Mens' urinal repair; Sp	20.31
MASTERCARD	Yellowjacket traps and spray - Lions Shelter City	26.96
MASTERCARD	High Temperature Black Paint - City Park/North	25.16
MASTERCARD	pipe thread to hose adapter for Rodeo tank	8.09

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MASTERCARD	Sewer cleanout caps 3in	16.17
MASTERCARD	Exchange of the 3in cleanout caps for 4in clean	.71-
Total MASTERCARD (327):		58,276.36
METRON FARNIER	Meter Replacement	73,585.52
Total METRON FARNIER (1451):		73,585.52
MIDLAND IMPLEMENT CO	Parts to repair R-11 Toro Mower, left wing deck	1,170.98
Total MIDLAND IMPLEMENT CO (341):		1,170.98
NORCO INC	Acct #GT871 Cylinder Rental	102.92
Total NORCO INC (364):		102.92
OFFICE OF STATE LANDS & INVEST	Loan Payment	132,000.00
Total OFFICE OF STATE LANDS & INVEST (372):		132,000.00
ONE CALL OF WYOMING	dig tickets for July 2025	57.80
ONE CALL OF WYOMING	dig tickets for Aug. 2025	82.95
Total ONE CALL OF WYOMING (374):		140.75
PATRICK CONSTRUCTION INC	McFarlane Dr Construction	180,336.60
Total PATRICK CONSTRUCTION INC (385):		180,336.60
PAYMERANG LLC	Monthly Fee AUG2025	100.00
PAYMERANG LLC	Monthly Fee AUG2025	100.00
Total PAYMERANG LLC (1447):		200.00
PERFECT POWER INC	Installation of decorative Main Street lights	1,680.98
PERFECT POWER INC	Materials for Softball Field scoreboard project	934.73
PERFECT POWER INC	Repair of Main Street Cobra Light on 200 Block	190.00
Total PERFECT POWER INC (762):		2,805.71
PIONEER MUSEUM	MAW Pioneer School summer program	2,655.00-
Total PIONEER MUSEUM (1415):		2,655.00-
QTPOD	Annual Support Plan	1,675.00
Total QTPOD (1157):		1,675.00
RANGER-JOURNAL-WIND RIVER NEWS	Open House Ad	1,200.00
RANGER-JOURNAL-WIND RIVER NEWS	Open house advertisements	510.00-
RANGER-JOURNAL-WIND RIVER NEWS	Legal Ad - Goodrich Dr.	39.00
RANGER-JOURNAL-WIND RIVER NEWS	Legal Ad: Minutes of 8.12.2025	910.00
RANGER-JOURNAL-WIND RIVER NEWS	Position Ad: Police Chief - Riverton Ranger	300.00
RANGER-JOURNAL-WIND RIVER NEWS	Position Ad: Police Chief - Lander Journal	300.00
RANGER-JOURNAL-WIND RIVER NEWS	Acct#1414 Inv#s: 30200, 30201, 30202, 30203,	962.00
Total RANGER-JOURNAL-WIND RIVER NEWS (287):		3,201.00
RDO EQUIPMENT CO	Filter head and seal kit.	187.71

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RDO EQUIPMENT CO	R3,R7, flail mower parts	1,306.02
RDO EQUIPMENT CO	parking brake cable	72.39
Total RDO EQUIPMENT CO (1414):		1,566.12
ROCKY MOUNTAIN POWER	New Street Light on Lincoln Street	3,156.20
ROCKY MOUNTAIN POWER	Electric Acct #58604211-001 3 AUG2025 #2	3,630.98
ROCKY MOUNTAIN POWER	Electric Acct #58604211-001 3 AUG2025 #2	339.61
ROCKY MOUNTAIN POWER	Electric Acct #58604211-001 3 AUG2025 #2	1,652.38
ROCKY MOUNTAIN POWER	Electric Acct #58604211-001 3 AUG2025 #2	5,249.16
ROCKY MOUNTAIN POWER	Electric Acct #58604211-001 3 AUG2025 #2	58.99
ROCKY MOUNTAIN POWER	Electric Acct #58604211-001 3 AUG2025 #2	4,253.08
Total ROCKY MOUNTAIN POWER (435):		18,340.40
SLOW FOOD WIND RIVER	1/2 Recipient	550.00
SLOW FOOD WIND RIVER	1/2 Recipient	5,172.60
Total SLOW FOOD WIND RIVER (1489):		5,722.60
STRIKE CONSULTING GROUP	Bishop Randall Const Eng	2,350.00
STRIKE CONSULTING GROUP	Const management by task order	1,486.25
STRIKE CONSULTING GROUP	McFarlane Dr Const Eng	20,287.50
STRIKE CONSULTING GROUP	MFPA FC&R, Tasks 1-3	10,700.25
STRIKE CONSULTING GROUP	MFPA Stream gauging	2,473.75
STRIKE CONSULTING GROUP	Water Meter Project Const Eng	978.75
Total STRIKE CONSULTING GROUP (1112):		38,276.50
SUMMIT WEST CPA GROUP P.C.	IT Support AUG2025	1,963.22
SUMMIT WEST CPA GROUP P.C.	IT Support AUG2025	1,963.22
Total SUMMIT WEST CPA GROUP P.C. (1328):		3,926.44
SWEETWATER AIRE	A/C work on 7.22.2025 - City Hall	441.12
Total SWEETWATER AIRE (484):		441.12
TEAM LABORATORY CHEM LLC	mega bugs for sewer ponds	3,547.50
TEAM LABORATORY CHEM LLC	cold mix/bags	1,146.00
Total TEAM LABORATORY CHEM LLC (493):		4,693.50
TEGELER AND ASSOCIATES	Added Vehicle coverage	1,190.00
Total TEGELER AND ASSOCIATES (933):		1,190.00
THATCHER COMPANY	Pup of Chlorine	9,001.50
Total THATCHER COMPANY (498):		9,001.50
THE 10 BOOK	Advertisement for the Lander Fly-in	300.00
Total THE 10 BOOK (1517):		300.00
TINA M. SCOTT	Tina Scott- Pickleball instruction	240.00
Total TINA M. SCOTT (1516):		240.00
TOP PRIORITY DRAIN CLEANING	City Sewer Work	200.00

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Total TOP PRIORITY DRAIN CLEANING (1518):		200.00
TRIHYDRO CORPORATION	Cat Ex	491.00
Total TRIHYDRO CORPORATION (1208):		491.00
TYLER TECHNOLOGIES	MJ 10 subscription	6,905.21
Total TYLER TECHNOLOGIES (1129):		6,905.21
WALLER, TECIA	Maintenance at LCCC and City Hall	3,400.00
WALLER, TECIA	Maintenance at LCCC and City Hall	500.00
WALLER, TECIA	Maintenance at LCCC and City Hall	500.00
Total WALLER, TECIA (1333):		4,400.00
WATER REFUNDS	REFUND - WATER - MCCAULEY	35.68
WATER REFUNDS	REFUND - WATER - BORIS	27.36
Total WATER REFUNDS (552):		63.04
WESTCO	fertilizer Jirdon	4,674.00-
Total WESTCO (1493):		4,674.00-
WESTERN LAW ASSOCIATES	August Services 2025	3,920.00
Total WESTERN LAW ASSOCIATES (559):		3,920.00
WESTERN PRINTING CO.	Lander Wings & Wheels posters for 2025 flyin	145.00
WESTERN PRINTING CO.	Flyin posters 2nd batch	72.50
WESTERN PRINTING CO.	3rd Printing of Wings & Wheels posters	72.50
WESTERN PRINTING CO.	Water Bills AUG2025	700.69
Total WESTERN PRINTING CO. (560):		990.69
WHITING LAW PC	AUG 2025 Services	910.00
Total WHITING LAW PC (564):		910.00
WILLIAM H SMITH & ASSOC	Surveying Equipment	385.00
WILLIAM H SMITH & ASSOC	Lincoln Street Const Observation	36,305.00
WILLIAM H SMITH & ASSOC	Lincoln Street Construction Observation	13,060.00
WILLIAM H SMITH & ASSOC	Baldwin Creek Design	2,630.00
WILLIAM H SMITH & ASSOC	Baldwin Creek Design	17,145.00
WILLIAM H SMITH & ASSOC	Invoice for Geotech on Baldwin Creek to WHS	7,400.00
Total WILLIAM H SMITH & ASSOC (1058):		76,925.00
WIND RIVER OUTDOOR CO	Plaque for Chief Peters	85.50-
Total WIND RIVER OUTDOOR CO (879):		85.50-
WYDOT	Plate Transfer Fees	12.00
Total WYDOT (594):		12.00
WYDOT - FINANCIAL SERVICES	WYDOT Fuel AUG2025	3,453.56
WYDOT - FINANCIAL SERVICES	WYDOT Fuel AUG2025	244.03

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WYDOT - FINANCIAL SERVICES	WYDOT Fuel AUG2025	1,726.78
WYDOT - FINANCIAL SERVICES	WYDOT Fuel AUG2025	1,726.78
Total WYDOT - FINANCIAL SERVICES (606):		7,151.15
WYOMING ASSN OF FIRE MARSHALS	Yearly dues for Fire Marshal's	25.00-
Total WYOMING ASSN OF FIRE MARSHALS (597):		25.00-
WYOMING FIRST AID & SAFETY SUPPLY	Replenish first aid kits	1,240.08
Total WYOMING FIRST AID & SAFETY SUPPLY (427):		1,240.08
WYOMING LAW ENFORCEMENT ACAD	Advanced Firearms training Pieracini	325.00
Total WYOMING LAW ENFORCEMENT ACAD (609):		325.00
WYOMING RETIREMENT SYSTEM	Vol fire pension fund	656.25
Total WYOMING RETIREMENT SYSTEM (614):		656.25
WYOMING SIGNS LLC	Main Street Parking Signs (2 hour parking, no p	319.50
WYOMING SIGNS LLC	Main Street Parking Signs (2 hour parking, no p	3,454.35
Total WYOMING SIGNS LLC (1441):		3,773.85
Grand Totals:		1,375,645.73

Report GL Period Summary

Vendor number hash:	0
Vendor number hash - split:	0
Total number of invoices:	0
Total number of transactions:	0

August 29, 2025 Net Payroll
\$ 266,909.18

Transmittals	
Aflac	\$ 467.29
Child Support	\$ 1,554.50
Colonial Life	\$ 232.55
Payroll Taxes	\$ 91,247.69
Fascorp - Deferred Comp	\$ 7,190.00
NCPERS - Prudential Life	\$ 128.00
Trustmark Insurance Benefits	\$ 379.66
WEBT - WY Educators Benefit Trust (Health Ins.)	\$ 82,154.41
Workers Comp	\$ 5,674.38
Wyoming Retirement System	\$ 64,982.07

Part time employee gross wages by department for the pay period 7/19/2025 – 8/18/2025

Cemetery = \$4,472.00

City Hall = \$693.00

Municipal Court = \$963.90

Parks - \$15,873.39

Police = \$1,111.00

Weed & Pest = \$6,776.00

ORDINANCE 2025 - 7

AN ORDINANCE AMENDING TITLE 12 – CITY ADMINISTRATIVE PROVISIONS, SECTION 12-5-5, “COMPENSATION OF OFFICERS AND EMPLOYEES” OF THE LANDER MUNICIPAL CODE

WHEREAS the governing body of the City of Lander previously adopted Ordinance 1206, which included Section 12-5-5 “Compensation of Officers and Employees”;

WHEREAS Wyoming State Statute §15-2-103 was amended to allow any elected or appointed officers who are entitled to receive a salary or compensation under §15-2-103 to elect not to receive all or a portion of the salary or compensation at any time during their term.

WHEREAS the governing body of the City of Lander finds it in the best interest of the City to amend Section 12-5-5 accordingly, to allow any elected or appointed officer the option to waive all or part of their compensation during their term of service and to clarify existing language.

NOW, THEREFORE, BE IT ORDAINED by the Governing Body of the City of Lander, Wyoming:

SECTION 1: Section 12-5-5 of the Lander Municipal Code is hereby amended to read as follows:

- 12-2-5. **Compensation of Officers and Employees.** -
- (a) The Mayor’s annual salary is \$21,000 a year. The Mayor is also eligible for health insurance coverage as defined in the City of Lander Personnel Rules and Managerial Guidelines
 - (b) Each Council Member shall receive \$75.00 for actual attendance at each regular or special meeting of the City Council and at each meeting of committees that the Council Member shall attend **as a liaison**. Each Council Member is also eligible for health insurance coverage as defined in the City of Lander Personnel Rules and Managerial Guidelines.
 - (c) The salaries of all other officers and employees shall be as shown on a **step-grade salary structure table scale** as filed with the City Clerk.
 - (d) Compensation for each Fireman for regular and special meetings each fireman attends shall be determined by resolution of the Lander City Council and kept on file at the office of the City Clerk. Said resolution can be amended at any time by the Governing Body of the City of Lander. The yearly salary of each officer of the Lander Volunteer Fire Department shall be determined by resolution of the Lander City Council and kept on file at the office of the City Clerk. Said resolution can be amended at any time by the Governing Body of the City of Lander.
 - (e) **Any elected or appointed officers who are entitled to receive a salary or compensation under this section may elect not to receive all or a portion of the salary or compensation at any time during their term in accordance with Wyoming Statute §15-2-103 as it may be amended.**

SECTION 2: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 3: Severability. If any section, subsection, sentence, phrase, or clause of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect the other provisions or applications of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared to be severable.

SECTION 4: This Ordinance shall take effect from and after its passage, approval and publication as

required by law and the ordinances of the City of Lander.

PUBLIC HEARING AUGUST 12, 2025

PASSED ON FIRST READING AUGUST 12, 2025

PASSED ON SECOND READING SEPETMBER 16, 2025

PASSED ON THIRD READING OCTOBER 14, 2025

PASSED, ADOPTED, AND APPROVED by the Mayor and City Council on the 14th day of October 14, 2025.

	AYE	NAY	ABSENT	ABSTAIN
Missy White	_____	_____	_____	_____
Dan Hahn	_____	_____	_____	_____
John Larsen	_____	_____	_____	_____
Josh Hahn	_____	_____	_____	_____
Julia Stuble	_____	_____	_____	_____
Melinda Cox	_____	_____	_____	_____
Monte Richardson	_____	_____	_____	_____

THE CITY OF LANDER
A Municipal Corporation

By _____
Missy White, Mayor

ATTEST:

Rachelle Fontaine, City Clerk

STATE OF WYOMING)
) ss.
COUNTY OF FREMONT)

CERTIFICATE

I hereby certify that on October 14, 2025, following passage, adoption and approval of Ordinance 2025-7, Missy White, the duly elected, qualified and acting Mayor of the City of Lander, issued this proclamation, and said ordinance was published at least once in the Lander Journal, a newspaper of general circulation within Lander, Wyoming, the effective date and publication being October 18, 2025.

Rachelle Fontaine, City Clerk

ORDINANCE 2025-8

VISIONARY COMMUNICATIONS, LLC FRANCHISE AGREEMENT

AN ORDINANCE GRANTING A FRANCHISE TO VISIONARY COMMUNICATIONS, LLC ON BEHALF OF ITSELF AND ITS AFFILIATES (“VISIONARY”) TO OPERATE AND MAINTAIN A TELECOMMUNICATIONS SYSTEM (“SYSTEM”) IN THE CITY OF LANDER, WYOMING

The City hereby ordains that it is in the public interest to grant Visionary a Franchise to operate a System pursuant to the terms and conditions contained herein.

FINDINGS

In review of Visionary, the City of Lander, Wyoming (“City”) makes the following findings:

Visionary’s technical ability, financial condition, legal qualifications, and character were considered in a full public proceeding after due notice and a reasonable opportunity to be heard on August 12, 2025;

Visionary’s plans for operating the System were considered and found adequate and feasible in a full public proceeding after due notice and a reasonable opportunity to be heard; and

The Franchise granted to Visionary by the City complies with the existing laws and regulations of the City.

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

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

Section 3) Term. The term of this Franchise commences upon the passage of this Ordinance and continues in full force and effect for five (5) years (“Initial Term”). At the end of the Initial Term, this Franchise will renew for subsequent twelve (12) month periods (“Renewal Term”) until either Party provides written notice of its intent to terminate at least thirty (30) days prior to the expiration of the current Renewal Term. The Initial Term and Renewal Term may be collectively referred to as the “Term.”

Section 4) Franchise Fee. As of the effective date of this Franchise, Visionary will pay the City a Franchise Fee of three percent (3%) of revenues received for the provision of local telecommunication services within the City calculated based upon Visionary’s Gross Revenues (based upon the services defined in Appendix A hereto) generated by the System (the “Franchise Fee”). Payment shall be made quarterly within thirty (30) days after the last day of the quarter to which the payment applies during the Term of this Franchise.

Section 5) Obligation in Lieu of Fee. In the event that the Franchise Fee specified herein is declared void for any reason by a court of competent jurisdiction or applicable law, the Franchise Fee provided for herein shall be adjusted in accordance with applicable laws, provided the terms are applied on a competitively neutral and nondiscriminatory basis for similarity situated users of the rights of way. Further, to the extent allowed by law, Visionary shall collect the alternative amounts agreed upon through a surcharge upon Utility Service provided to City residents and businesses who are customers of Visionary.

Section 6) Remittance of Franchise Fee.

6.1 Correction of Franchise Fee Payments. Pursuant to the authority granted to municipalities to regulate and grant franchises under Wyo. Stat. Ann. Section 15-1-103 (a)(xxxiii) and in the interest of fiscal accountability, the following procedures shall apply. In the event that either the City or Visionary discovers that there has been an error in the calculation of the Franchise Fee payment to the City, either party shall provide written notice of the error to the other party. If the party receiving the notice does not agree with the written notice of error, that party may challenge the written notice in writing within thirty (30) days; otherwise, the error shall be corrected and adjustments applied in the next quarterly payment following discovery. If the error results in an overpayment of the Franchise Fee to the City in excess of Five Thousand Dollars (\$5,000.00), credit for the overpayment shall be applied to the successive quarterly

payments. If such period would extend beyond the term of this Franchise, Visionary may elect to require the City to refund the overpayment, with such refund amortized over the same period the error went undiscovered -- even if payments occur after termination date of this Franchise. All underpayments of the Franchise Fee shall be corrected in the next quarterly payment following discovery, together with interest computed at the rate established by the Wyoming Public Service Commission for customer security deposits from the date the amount was due until the date paid. In no event shall either party be obligated to correct, refund or recover any underpayment or overpayment which occurred more than five (5) years before the discovery of the error.

6.2 Audit of Franchise Fee Payments.

- A) Every five (5) years commencing at the end of the Initial term of this Franchise, the City may, upon written notice to Visionary request that Visionary conduct an internal audit to investigate and determine the correctness of the franchise fees paid to the City. Such audit shall be limited to the previous two (2) calendar years, or as otherwise requested by the City. Within sixty (60) days following the City’s written request, Visionary shall provide a written report to the City Clerk containing the audit findings.
- B) If the City disagrees with the results of the audit, and if the parties are not able to informally resolve their differences, the City may conduct its own audit, and Visionary shall cooperate, including but not necessarily limited to, providing the City’s auditor with all information reasonably necessary to complete the audit or by making such information available via email within a reasonable time thereafter for review by the City.
- C) If the results of a City audit conducted pursuant to subsection 6.2(B) conclude that Visionary has underpaid the City by two percent (2%) or more, in addition to the obligation to pay such amounts to the City and interest, Visionary shall also pay all reasonable costs of the City’s audit.
- D) This Franchise Fee relates only to the permission to use a public Right-of-Way under the terms and conditions set forth. The Franchise Fee shall not relieve Visionary from compensating the City to the extent that City permits are otherwise required in accordance with applicable law. The Franchise Fee is separate and apart from permit fees and any amounts collected for taxes or surcharges paid to federal, state, or local governments.

6.3 Fee Disputes. Either party may challenge any written notification of error as provided for in this Franchise by filing a written notice to the other party. The other party shall respond to any written notice of error within thirty (30) days from such other party’s receipt of the written notification of error. The written notice shall contain a summary of the facts and reasons for the party’s challenge. The parties shall make good faith efforts to resolve any such challenge and to provide such reasonable documentation to support any such written notification of error.

Section 7) Records Inspection. Visionary shall make available to the City, upon reasonable advance written notice of no less than sixty (60) days, such records and information as are reasonably necessary to enforce the terms of this Ordinance, and in such form and at such times as Visionary can reasonably provide. Subject to applicable laws, including the Wyoming Public Records Act (Wyo. Stat. Ann. Sections 16-4-201 through 16-4-205), any records or information designated by Visionary as proprietary or confidential and provided to the City for in-camera review shall be treated as confidential and shall not be disclosed publicly or used for any purpose other than verifying compliance with this Ordinance. Any such records provided to the City shall be promptly returned to Visionary following review, and the City shall not retain or reproduce any copies, except as may be reasonably necessary for recordkeeping by the City Clerk or legal counsel and only if such materials are protected under applicable confidentiality requirements. If a request is made under the Public Records Act for disclosure of Visionary’s confidential information, the City shall promptly notify Visionary in writing, so that Visionary may seek protective relief or other appropriate remedies. Unless and until a court of competent jurisdiction determines that such records must be disclosed under law, the City shall maintain their confidentiality. The City agrees to disclose confidential information only to those of its employees, representatives, legal counsel, or agents who have a legitimate need to know such information for purposes of enforcing the Franchise and who are under a legal obligation to preserve its confidentiality. Nothing in this section shall prevent the City from complying with a final court order requiring disclosure of records under the Wyoming Public Records Act or other applicable law.

Section 8) Non-Exclusive Franchise. The right to use and occupy the Rights-of-Way of the City shall be non-exclusive, and the City reserves the right to use the Rights-of-Way for itself or any other entity. The City, however, shall not unreasonably interfere with Visionary’s Facilities or the rights granted Visionary herein.

Section 9) City Regulatory Authority. The City reserves the right to adopt such additional ordinances and regulations as may be deemed necessary in the exercise of its police power for the protection of the

health, safety and welfare of its citizens and their properties consistent with applicable Federal and State law.

Section 10) Indemnification. Except to the extent arising out of the negligence or willful misconduct of the City, the City shall not be liable for any property damage or loss or injury to or death of any person that occurs in the construction, operation or maintenance by Visionary of its Facilities. Visionary shall indemnify, defend and hold the City harmless from and against claims, demands, liens and all liability or damage, attorneys’ fees, costs and expenses of whatsoever kind or nature on account of Visionary’s use of the Right-of-Way, except to the extent arising out of the negligence or willful misconduct of the City.

Section 11) Insurance Requirements.

11.1 Visionary will maintain in full force and effect for the term of the Franchise, at Visionary’s expense, the following insurance coverage:

- A) Workers’ Compensation and Employers Liability Insurance. Visionary shall provide to the City proof of workers’ compensation coverage for all its employees who are to work on the Facilities within the Right-of-Way. Visionary’s coverage shall be under the Wyoming Workers’ Compensation program, if statutorily required, or such workers’ compensation insurance as appropriate. Visionary’s insurance shall include liability coverage, in an amount not less than one million dollars (\$1,000,000) per employee for each accident or disease. Visionary shall also supply to the City proof of workers’ compensation and employer’s liability insurance for any contractor or subcontractor before allowing that contractor or subcontractor on the job site.
- B) Commercial General Liability Insurance. Visionary shall provide coverage, during the entire Term, against claims arising out of bodily injury, death, damage to or destruction of the property of others, including loss of use thereof, and including underground collapse and explosion, and products and completed operations, in an amount not less than two million dollars (\$2,000,000) per occurrence and four million dollars (\$4,000,000) general aggregate.
- C) Business Automobile Liability. Visionary shall maintain, during the entire term, automobile liability insurance for owned, non-owned and hired vehicles in an amount not less than one million dollars (\$1,000,000) per occurrence.

11.2 Policies Primary. All policies required hereunder shall be in effect for the Initial Term and any Renewal Term. All policies shall be primary and not contributory. Visionary shall pay the premiums on all insurance policies, and all insurance certificates must include a clause stating that the insurance may not be revoked, canceled, amended, or allowed to lapse until the expiration of at least thirty (30) days advance written notice to the City.

11.3 City as Additional Insured. All insurance policies required hereunder, except workers’ compensation, shall name the City as an additional insured, and shall contain a waiver of subrogation against the City, its agents and employees. Visionary shall provide a copy of an endorsement providing this coverage.

11.4 City’s Right to Reject. The City reserves the right to reject a certificate of insurance if the insurance company is widely regarded in the insurance industry as financially unstable.

Section 12) Maps and Installation of Visionary’s Facilities.

12.1 All Facilities under authority of this Ordinance shall be used, constructed and maintained in accordance with applicable law.

12.2 Visionary shall provide to the City upon written request of Visionary such as-built maps and/or drawings as the City may reasonably request, in a form reasonably prescribed by the City, including electronic formats that can be imported into the City’s Geographical Information System (“GIS”). Visionary shall also provide as-built maps and/or drawings to City staff, when specifically requested. Facilities plans shall be filed within ninety (90) days of the effective date of this Ordinance and shall be updated upon completion of any significant additions to Visionary’s Facilities in the City. Information, if confidential, shall be marked as such and maintained as confidential as permitted under applicable law.

12.3. Visionary shall, prior to commencing new construction (which involves disturbance of the Right-of-Way) or major reconstruction work in public Right-of-Way or other public places, apply for a permit from the City at Visionary’s expense, which permit shall not be unreasonably withheld, conditioned or delayed. Visionary will abide by all applicable ordinances and reasonable rules, regulations and requirements of the City consistent with applicable law, and the City may inspect the manner of such work and require remedies as may be reasonably necessary to assure compliance. Notwithstanding the foregoing, Visionary shall not

be obligated to obtain a permit beforehand to perform emergency repairs to its Facilities but shall be required to contact the City prior to making any such repairs or reasonably soon thereafter following any need to restore Visionary’s services. Permits shall not be required for routine maintenance or repair; however, permits shall be pulled after completion of emergency repairs so that the City will have a record of such work. All contractors and subcontractors of Visionary shall also be required to pull permits at their expense, as provided above, except for routine maintenance or repairs.

12.4 To the extent practical and consistent with any permit issued by the City, all Facilities shall be located and agreed upon so as to cause minimum interference with the Rights-of-Way and shall be constructed, installed, maintained, renovated or replaced in accordance with applicable rules, ordinances and regulations of the City.

12.5 If, during the course of work on its Facilities, Visionary causes damage to or alters the Rights-of-Way or other public property, Visionary shall replace and restore such Rights-of-Way or public property at Visionary’s sole cost and expense to a condition reasonably comparable to the condition that existed immediately prior to such damage or alteration.

12.6 Before installation of new underground facilities or replacing existing underground facilities, Visionary shall first notify the City and may allow the City, at its own expense, to either share the trench for laying of its own facilities to the extent feasibly possible or provide a price for adding empty conduit to the extent feasibly possible, provided that such action will not unreasonably delay Visionary’s project completion or increase Visionary’s construction costs.

12.7 Nothing in this Ordinance shall be construed to prevent the City from constructing, maintaining, repairing, replacing or relocating its sewers, streets, water mains, sidewalks, or other public property.

12.8 In areas where all other utility lines are placed underground, Visionary shall construct and install its Facilities underground. In areas where one or more public utilities are aerial, Visionary shall contact the City to determine if Visionary will be allowed to install its Facilities aerially, or above ground.

12.9 Visionary shall not attach to, or otherwise use or commit to use, any pole owned by the City until a separate pole attachment agreement has been executed by the parties.

12.10 To promote efficiencies, Visionary shall coordinate its work in the Rights-of-Way with the City and other users of the Rights-of-Way.

12.11 During construction in the Rights-of-Way, Visionary shall obtain bonds, such as generally applicable construction bonds, in accordance with the City’s ordinary policies and procedures to cover remedial work and restoration of the Rights-of-Way.

Section 13) Relocation of Facilities.

13.1 Relocation for the City. The City agrees to provide Visionary with as much advance written notice of any requirement for the City to protect, support, adjust, raise, lower, temporarily disconnect, relocate or remove Visionary’s Facilities for a public purpose. Weather permitting, Visionary shall, upon receipt of advance written notice of not less than ninety (90) days or such reasonable period of time that the Parties may agree, protect, support, adjust, raise, lower, temporarily disconnect, relocate, or remove any Visionary property located in the Rights-of-Way when required by the City consistent with its police powers. Visionary shall be responsible for any costs associated with these obligations to the extent required under applicable federal, state or local law.

13.2 Relocation for a Third Party. Visionary shall, at the request of any person holding a lawful permit issued by the City, protect, support, adjust, raise, lower, temporarily disconnect, relocate or remove any Visionary property located in the Rights-of-Way, provided that the cost of such action is borne by the third party requesting it, and Visionary is given advance written notice of not less than one hundred twenty (120) days. In said situation, Visionary will require advance payment of the costs.

13.3 Alternatives to Relocation. Visionary may, after receipt of written notice requesting a relocation of Facilities, submit to the City written alternatives to such relocation. Such alternatives shall include the use and operation of temporary transmitting facilities in adjacent Rights-of-Way. The City shall promptly evaluate such alternatives and advise Visionary in writing if one or more of the alternatives are suitable. If requested by the City, Visionary shall promptly submit additional information to assist the City in such evaluation. The City shall give each alternative proposed by Visionary full and fair consideration. In the event the City determines there is no reasonable alternative, Visionary shall relocate the components of the System as otherwise provided herein. Notwithstanding the foregoing, Visionary shall in all cases have the right to abandon the Facilities and convey title to the City.

Section 14) Vegetation Management. Visionary shall have the authority, but not the obligation, to trim trees and other natural growth in the Rights-of-Way in order to access and maintain its Facilities in compliance with applicable law and industry standards. This right shall in no way impose a duty on Visionary; instead, this right gives permission to Visionary should Visionary elect to conduct such activities from time-to-time in order to access and maintain its Facilities.

Section 15) Renewal. At least one hundred twenty (120) days prior to the expiration of this Ordinance, Visionary and the City shall meet, using best faith efforts, to begin negotiating Franchise renewal.

Section 16) Revocation of Franchise for Non-Compliance.

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

16.2 Visionary shall have thirty (30) days from receipt of the written notice described in subsection 16.1 to either respond to the City, contesting the assertion of non-compliance, or otherwise initiate reasonable steps to remedy the asserted non-compliance issue, notifying the City of the steps being taken and the projected date that the steps will be completed.

16.3 In the event that Visionary does not comply with subsection 16.2, above, the City shall schedule a public hearing to address the asserted non-compliance issue. The City shall provide Visionary at least ten (10) days prior written notice of and the opportunity to be heard at the hearing.

16.4 Subject to applicable federal and state law, in the event the City, after the hearing set forth in subsection 16.3, determines that Visionary is non-compliant with this Ordinance, the City may:

- A) Seek specific performance of any provision which reasonably lends itself to such remedy, as an alternative to damages; or
- B) Commence an action at law for monetary damages; or
- C) In the case of substantial non-compliance with a material provision of the Ordinance, seek to revoke the Franchise in accordance with subsection 16.5, below.

16.5 Should the City seek to revoke the Franchise after following the procedures set forth above, the City shall give written notice to Visionary. Visionary shall have thirty (30) days from receipt of such notice to object in writing and state its reason(s) for such objection. Thereafter, the City may seek revocation of the Franchise at another public hearing. The City shall cause to be served upon Visionary, at least thirty (30) additional days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to revoke the Franchise. At the designated hearing, the City shall give Visionary an opportunity to state its position on the matter, after which the City shall determine whether or not the Franchise shall be revoked. Visionary may appeal the City’s determination to an appropriate court, which shall have the power to review the decision of the City *de novo*. Such appeal must be taken within thirty (30) days of the issuance of the City’s determination. The City may, at its sole discretion, take any lawful action which it deems appropriate to enforce its rights under this Ordinance in lieu of revocation.

Section 17) No Waiver of Rights. Neither the City nor Visionary shall be excused from complying with any of the terms and conditions contained herein by any failure of the other, or any of its officers, employees or agents, upon any one or more occasion to insist upon or to seek compliance with any such terms and conditions. Each party expressly reserves any and all rights, remedies, and arguments it may have at law or equity, without limitation, and to argue, assert or take any position as to the legality or appropriateness of any provision in this Ordinance that it believes is inconsistent with federal or state law, as may be amended.

Section 18) Transfer of Franchise. Visionary’s right, title or interest in the Franchise and Facilities shall not be sold, transferred or assigned, or otherwise encumbered without written permission from the City, except for a transfer or assignment to an entity that purchases all or substantially all of Visionary’s assets located in Fremont County, any entity that acquires a majority of the equity interests in Visionary or a direct or indirect parent company of Visionary, any newly created or surviving successor entity that results from a merger, reorganization or consolidation involving Visionary or any of its direct or indirect parent companies or any sale, transfer, assignment, or encumbrance to an entity controlling, controlled by, or under common control with Visionary, or for transfers in trust, by mortgage, by other hypothecation, or by assignment of any right, title or interest of Visionary in the Franchise or Facilities to secure indebtedness.

Section 19) Amendment. At any time during the Term of the Franchise, the City or Visionary may propose an amendment or addendum to this Franchise by giving thirty (30) days written notice to the other of the

proposed amendment or addendum desired, and both parties thereafter, through their designated representatives, will, within a reasonable time, negotiate in good faith in an effort to agree upon mutually satisfactory amendments. No amendment may be adopted without mutual written agreement of the Parties.

Section 20) Force Majeure. Neither party shall be held in default under, or in non-compliance with, the provisions of this Ordinance, nor suffer any enforcement or penalty relating to non-compliance or default (including revocation of the Franchise), where such non-compliance or alleged defaults occurred or were caused by epidemics, pandemics, acts of terrorism, riot, war, earthquake, flood, unusually severe rain or snow storm, tornado or other catastrophic act of nature or fiber cut or other damage or event that is reasonably beyond that party’s ability to anticipate or control. This section also covers work delays caused by waiting for utility providers to service or monitor their utility poles on which Visionary’s Facilities or equipment is attached, as well as unavailability of materials or qualified labor to perform the work necessary and delays caused by limited access to easements, poles or streets.

Section 21) Change of Law. Pursuant to the City’s authority under Wyo. Stat. Ann. Section 15-1-103(a)(xxxiii) and in recognition of the regulatory framework established by the Wyoming Telecommunications Act (Wyo. Stat. Ann. Section 37-15-101 et seq.), the parties acknowledge that this Franchise is subject to federal, state and local legal requirements. If, after the effective date of this Ordinance, there is any enactment or promulgation of a federal or state law, regulation, or administrative order, or a decision by a court of competent jurisdiction, that significantly affects the rights or obligations of Visionary or the City under this Ordinance or that materially impacts any provision hereof, including but not limited to the imposition, calculation, collection or treatment of Franchise Fees, either party may provide written notice to the other of its intent to request that the affected portion(s) of this Ordinance be amended or supplemented by addendum. Upon such notice, the parties shall enter into good-faith negotiations within sixty (60) days and shall make reasonable efforts to conclude such negotiations within thirty (30) days thereafter. Any mutually agreed amendment or addendum shall become effective upon adoption by the City Council and formal acceptance by Visionary. If the parties are unable to reach agreement within the timeframes stated above, either party may initiate legal action before a court of competent jurisdiction to conform the affected provisions of this Franchise to the new legal requirements, consistent with applicable law.

Section 22) Notices. Any notice required or permitted to be given hereunder shall be deemed sufficient if given by a communication in writing and shall be deemed to have been received (a) upon personal delivery or (b) within five (5) business days after such notice is deposited with the United States Postal Service, postage prepaid, certified and addressed to the parties as set forth below:

The City of Lander
240 Lincoln Street
Lander, WY 82520
Attention: City Clerk

Visionary Communications, LLC
1001 S Douglas Hwy, Suite 201
Gillette WY 82716
Attn: Regulatory Department

Section 23) Retention of Governmental Immunity. By entering into this Franchise, the City does not waive its Governmental Immunity, as provided by any applicable law including W.S. Section 1-39-101 et seq. Further, the City fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law based on this Franchise.

Section 24) No Third Party Beneficiaries. This Franchise is entered into by the parties for their sole benefit, and is not intended to be for the benefit of any other third party or entity.

Section 25) Headings. The headings of the sections and subsections are inserted for convenience of reference only and shall not affect the interpretation or meaning of the text herein.

Section 26) Severability. If any section, subsection, paragraph or sentence hereof is for any reason determined to be illegal, invalid, or unenforceable by any court or agency of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such determination shall have no effect on the validity of any other section, subsection, paragraph or sentence hereof, all of which will remain in full force and effect for the Term of the Franchise and any renewal or renewals thereof.

Section 27) Venue. Venue for any judicial dispute between the parties shall be in State Court in Lander, Wyoming or the United States District Court for the District of Wyoming in Lander.

Section 28) Conflict. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 29) Effective Date. This Ordinance shall take effect from and after its adoption and publication as required by law and the ordinances of the City of Lander.

APPROVED on 1st Reading this 12th day of August, 2025

APPROVED on 2nd Reading this 16th day of September, 2025

APPROVED on 3rd Reading this ____ day of _____, 2025

PASSED, ADOPTED AND APPROVED by the Mayor and City Council on the ____ day of _____, 2025.

THE CITY OF LANDER
A Municipal Corporation

By:_____
_____, Mayor

ATTEST:

_____, City Clerk

Visionary Communications, LLC
On behalf of Itself and Its Affiliates

By: _____
Name: _____
Title: _____

APPENDIX A

CALCULATION OF FRANCHISE FEE

Retail local exchange telecommunications services provided by Visionary to Visionary’s customers within the City are subject to the Franchise fee outlined in this Franchise.

- Business Local Access, including Flat Rate, Multiparty, and Extended Area Service
- Residential Local Access, including Flat Rate, Multiparty, and Extended Area Service Local Access Trunks
- Local Exchange Installation, Upgrade, Late Fees and Disconnection Fees
- Local Voice over Internet Protocol (VoIP) (notwithstanding the Internet exclusion below)
- Session Initiated Protocol Trunking
- Hosted Voice Services
- Business Measured Usage Local Access Service
- Flat Usage Local Access Trunks
- Low Income Telephone Assistance Program Local Access
- Measured Rate Local Access Trunk Usage
- Message Rate Local Access Trunk Usage
- Public Access Line (PAL) Service
- Residential Measured Usage

The following is a listing of revenue categories not representing the retail sale of local access services and, therefore, are excluded from the definition of Gross Revenues and, therefore, are not included in the calculation of Franchise fees:

- Utility and any Privilege taxes
- Proceeds from the sale of bonds, mortgages, or other evidences of indebtedness, securities or stocks
- Revenue from directory advertising
- Bad debt write-offs and customer credits;
- Non-sufficient funds charges;
- Any amounts collected for taxes, fees, or surcharges and paid to the federal, state or local governments;
- Any amounts collected from customers that are to be remitted to a federal or state agency as part of a Universal Service Fund or other government program;
- Any franchise fees that are not chargeable per federal or state law;
- Revenues from any carrier purchased for resale;
- Revenues from Internet access; and
- Revenues from private-line services not for local access.

ORDINANCE 2025-09

AN ORDINANCE REZONING ORIGINAL TOWN ON LANDER, BLOCK 29
LOTS 5-10 from R-5 Multi-Family Residential District to C- Commercial District

WHEREAS, there has been a request to rezone a parcel of property which is described as follows:
Original Town of Lander, Block 29, Lots 5-10, commonly known as 569 Garfield, within the City of Lander, Fremont County Wyoming, and

WHEREAS, Section 4-7-2 of the City Municipal Code authorizes the City of Lander Planning Commission “To hear and make recommendations to the City Council on rezoning applications ensuring that the application is consistent with the adopted Master Plan.”

WHEREAS, the planning commission reviewed the rezoning request on August 7, 2025, at a public hearing and found the request to be in concert with the adopted 2025 Master Plan and therefore recommends approval of the rezoning by a unanimous vote; and

WHEREAS, the Governing Body of the City of Lander, Wyoming conducted a public hearing on the first reading of this ordinance August 26, 2025, in accordance with City Code Section 4-8-5 on the requested changes to the zoning map as described herein and as shown on Exhibit “A”; and,

NOW THEREFORE, BE IT ORDAINED that the Governing Body of the City of Lander, Wyoming approves the requested rezoning for the property legally described above from R-5 Multi-Family Residential District to C - Commercial District as illustrated on Exhibit A attached hereto and incorporated herein.

BE IT FURTHER ORDAINED, that this ordinance shall take effect from and after its passage, approval and publication as required by law and the ordinances of the City of Lander and be reflected on the City of Lander District Zoning Map.

PASSED ON FIRST READING _____

PASSED ON SECOND READING_____

PASSED ON THIRD READING _____

PASSED, ADOPTED AND APPROVED by the Mayor and City Council on the_____ day of _____, 2025.

THE CITY OF LANDER
A Municipal Corporation

By_____
Missy White, Mayor

ATTEST:

Rachelle Fontaine, City Clerk

STATE OF WYOMING)
) ss.
COUNTY OF FREMONT)

CERTIFICATE

I hereby certify that on following passage, adoption and approval of Ordinance 2025-10, Missy White, the duly elected, qualified and acting Mayor of the City of Lander, issued this proclamation and said ordinance was published at least once in the Lander Journal, a newspaper of general circulation within Lander, Wyoming, the effective date and publication being _____, 2025.

Rachelle Fontaine, City Clerk

ORDINANCE 2025-10

AN ORDINANCE REZONING EARL & FARLOW ADDITION, BLOCK 110, LOTS 5-6
from R-5 Multi-Family Residential District to C- Commercial District

WHEREAS, there has been a request to rezone a parcel of property which is described as follows:
Earl and Farlow Addition, Block 110, Lots 5-6, commonly known as 765 Garfield, within the City of Lander, Fremont County Wyoming, and

WHEREAS, Section 4-7-2 of the City Municipal Code authorizes the City of Lander Planning Commission “To hear and make recommendations to the City Council on rezoning applications ensuring that the application is consistent with the adopted Master Plan.”

WHEREAS, the planning commission reviewed the rezoning request on August 7, 2025, at a public hearing and found the request to be in concert with the adopted 2025 Master Plan and therefore recommends approval of the rezoning by a unanimous vote; and

WHEREAS, the Governing Body of the City of Lander, Wyoming conducted a public hearing on the first reading of this ordinance August 26, 2025, in accordance with City Code Section 4-8-5 on the requested changes to the zoning map as described herein and as shown on Exhibit “A”; and,

NOW THEREFORE, BE IT ORDAINED that the Governing Body of the City of Lander, Wyoming approves the requested rezoning for the property legally described above from R-5 Multi-Family Residential District to C - Commercial District as illustrated on Exhibit A attached hereto and incorporated herein.

BE IT FURTHER ORDAINED, that this ordinance shall take effect from and after its passage, approval and publication as required by law and the ordinances of the City of Lander and be reflected on the City of Lander District Zoning Map.

PASSED ON FIRST READING _____

PASSED ON SECOND READING_____

PASSED ON THIRD READING _____

PASSED, ADOPTED AND APPROVED by the Mayor and City Council on the_____ day of _____, 2025.

THE CITY OF LANDER
A Municipal Corporation

By_____
Missy White, Mayor

ATTEST:

Rachelle Fontaine, City Clerk

STATE OF WYOMING)
) ss.
COUNTY OF FREMONT)

CERTIFICATE

I hereby certify that on following passage, adoption and approval of Ordinance 2025-10, Missy White, the duly elected, qualified and acting Mayor of the City of Lander, issued this proclamation and said ordinance was published at least once in the Lander Journal, a newspaper of general circulation within Lander, Wyoming, the effective date and publication being _____, 2025.

Rachelle Fontaine, City Clerk

ART DONATION AGREEMENT

THIS ART DONATION AGREEMENT (HEREINAFTER THE “AGREEMENT”), made and entered into this ____ day of _____, 2025, by and between the CITY OF LANDER, a municipal corporation, of 240 Lincoln Street, Lander, Wyoming 82520, herein referred to as “City”, and the POTTERS OF THE WIND RIVERS, 232 Main Street, Lander, Wyoming, which is a collective of artists named Jenny Reeves-Johnson, Shawna Pickinpaugh, Carolina Jaramillo Schadebrodt, Dana Higby, Cristin Zimmer, and Heather Foss, Carolyn Orr, Rachel Russell, Isabella Norton, Shannon Wachowski, Pam Hockett, Deb Britt, and Majelle Lee, herein referred to as “DONOR(S)”, whether one or more, on the terms and conditions set forth herein:

RECITALS

WHEREAS, The DONOR(S) desires to gift the City an original art piece in the form of art panels (“Art Panels”) described below for public benefit, cultural enrichment, and community enjoyment; and,

WHEREAS, a detailed description of the Art Panels, including images, titles, dimensions, materials, and artist attributions, will be attached hereto and incorporated as *Exhibit A*;

WHEREAS, the City desires to accept the donation of the Art Panels and to install and maintain them at selected public locations within the City.

TERMS AND CONDITIONS

NOW THEREFORE, in consideration of the above recitals and the mutual benefits contained herein, the Parties hereby agree as follows:

1. **DONATION AND ACCEPTANCE.**
- a. Unconditional Gift. The DONOR(S) hereby donate the Artwork described in *Exhibit A* to the City as an unconditional, irrevocable, and voluntary gift for the benefit of the public. This donation is made without expectation of compensation, tax deduction, or future control over the use or disposition of the Artwork, except as otherwise provided in this Agreement.

b. Title and Ownership. Upon execution of this Agreement and physical delivery of the Artwork to the City at a mutually agreed time and place, all rights, title, and interest in the physical Artwork shall vest solely and exclusively in the City. Thereafter, the City shall have full legal and equitable ownership of the Artwork, including the right to possess, install, maintain, modify, relocate, or remove it, consistent with the terms of this Agreement.

- c. Warranties of Ownership. The DONOR(S) represent and warrant that they are the sole and lawful owners of the Artwork and possess full authority to make the donation described herein. The DONOR(S) further warrant that the Artwork is free and clear of any and all liens, claims, encumbrances, security interests, or other legal or equitable interests of any third party. The DONOR(S) agree to indemnify and hold the City harmless from any claim arising out of a breach of this warranty..

2. DISPLAY AND LOCATION.

- a. Installation Site. The City agrees to allow for the installation of the Artwork at Jaycee Park, located within Fremont County, Wyoming. The exact placement and orientation of the Artwork shall be determined by the City in consultation with the DONOR(S), taking into account aesthetic, safety, accessibility, and site-specific considerations. DONOR(S) shall be solely responsible for all aspects of the installation process, including labor, equipment, coordination, and supervision. DONOR(S) assumes full responsibility and liability for the Artwork and for any and all injuries, damages, or losses that may occur during installation, including but not limited to damage to the Artwork, damage to City property, or personal injury to any contractor, volunteer, or third party. The City shall have no liability for any claims arising out of or related to the installation. Title to and ownership of the Artwork shall not transfer to the City until the Artwork is fully installed and accepted by the City in accordance with this Agreement.
- b. Purpose. The purpose of the installation is to create a permanent public art fixture for the cultural enrichment, beautification, and enjoyment of the community. The City may promote the Artwork as part of its public art or parks programming and may include it in maps, brochures, websites, and similar materials.
- c. City Discretion. While the intention is for the Artwork to be permanently installed, the City retains the right to make final determinations regarding site preparation, mounting methods, signage, landscaping, and long-term integration of the Artwork into the public space, consistent with City policies and public safety standards.
- d. City Oversight and Conditions. All installation activities shall be subject to City oversight and approval to ensure compliance with applicable safety standards, permitting requirements, and site limitations. The DONOR(S) shall be solely responsible for the cost, labor, and logistics of installing the Artwork unless otherwise agreed in writing. The City retains the right to require reasonable modifications to the installation plan to address public safety, access, utilities, or other municipal considerations.

3. MAINTENANCE AND REPAIRS.

- a. Reasonable Efforts. The City shall use reasonable efforts consistent with its resources, policies, and public responsibilities to care for and preserve the Artwork in its installed location. However, the DONOR(S) acknowledge and agree that the City shall not be liable for any deterioration, damage, or loss resulting from natural aging, weather conditions, vandalism, accidental damage, acts of nature, civil disturbance, unauthorized third-party conduct, or relocation of the Artwork in accordance with this Agreement.
- b. Repair Responsibilities. In the event that the Artwork is damaged and the City determines that repairs may be appropriate or feasible, the City shall provide written notice to the DONOR(S) at the most recent address provided. The DONOR(S) shall have the opportunity to arrange for and/or fund the necessary repairs at their own expense, subject to a mutually agreed timeline and method that meets the City's requirements for safety, durability, and aesthetics. All repair work must be coordinated with the City and performed by qualified professionals approved by the City.
- c. Failure to Repair. If the DONOR(S) do not respond in writing within thirty (30) calendar days after notice is given, or if the DONOR(S) fail to complete the repair work within the agreed timeline, the City shall have the sole discretion to take any action it deems necessary, including but not limited to repairing, relocating, covering, removing, or disposing of the Artwork. The City shall not be liable to the DONOR(S) or any third party for any such action taken in accordance with this subsection.

4. UTILITIES AND INFRASTRUCTURE

- a. No Utilities Provided. The City makes no representation or warranty that any utilities; such as electricity, water, sewer, or telecommunications, will be installed, made available, or maintained at the Artwork installation site. The site is provided in its "as-is" condition, and no utility connections shall be brought to or extended for the benefit of the Artwork unless expressly authorized by the City in writing.
- b. Responsibility for Utility Installation. If, at any time, the DONOR(S), artist(s), or other involved parties request the addition of utilities or site improvements to support the Artwork, such work must be proposed in writing and is subject to the City's sole discretion and formal approval. If approved, the requesting party shall be solely responsible for the cost, permitting, design, installation, and maintenance of any such utility improvements, and for complying with all applicable City regulations, codes, and policies.
- c. Ongoing Maintenance and Modifications. The City shall have no obligation to maintain, repair, or upgrade any utilities or infrastructure that may be installed in connection with the Artwork. Any future enhancements, modifications, or

replacements related to utilities or infrastructure shall be subject to the same approval process and responsibilities set forth above.

- d. No Precedent Established. Nothing in this section shall be construed to establish a precedent or entitlement to utilities or infrastructure at any future site or for any future public art installation. Each request for utility access or improvement shall be evaluated by the City on a case-by-case basis.

5. **RELOCATION AND DEACCESSION.**

- a. City Authority to Relocate or Deaccession. The City retains the sole and exclusive right to relocate, temporarily remove, or permanently deaccession the Artwork at any time and for any reason deemed necessary, including but not limited to public safety concerns, structural deterioration, vandalism, maintenance requirements, changes in site use or configuration, or other municipal, logistical, or programmatic needs.
- b. Notification to Donor(s). The City will provide the DONOR(S) with at least thirty (30) days' prior written notice before any permanent relocation or deaccession of the Artwork. Notification shall be provided using the contact information supplied by the DONOR(S) under this Agreement. Failure to provide notice despite reasonable efforts shall not limit or invalidate the City's rights under this section.
- c. Disposition of Artwork. The City of Lander acknowledges and agrees that the Artwork is donated with the intent of public display and cultural enrichment, and not for commercial gain. In the event the City determines that it can no longer retain or display the Artwork, the City shall not sell, auction, or otherwise dispose of the Artwork for profit. Instead, the City shall, in consultation with the Donor (if available), make reasonable efforts to return the Artwork or transfer it to another nonprofit, educational, or governmental institution that will preserve the integrity and intent of the donation. If, after reasonable efforts, no such transfer can be accomplished, the City may, in its sole discretion, determine the final disposition of the Artwork.

6. **ATTRIBUTION.**

- a. The City agrees to make reasonable and good faith efforts to provide public acknowledgment of the DONOR(S) and/or individual artist(s) in connection with the Artwork. Such acknowledgment may include signage, plaques, labels, or other appropriate forms of recognition placed near or in proximity to the Artwork.
- b. The form, content, size, placement, and duration of any attribution shall be determined by the City in its discretion, taking into account available space, budgetary considerations, environmental factors, and maintenance or public safety needs. The City shall not be obligated to replace any plaque or signage that is

damaged, removed, or vandalized, though it may do so at its discretion and subject to available resources.

- c. Nothing in this Section shall be construed to require the City to provide attribution in every instance of reproduction or display, particularly when the Artwork appears incidentally in photographs, videos, or media coverage of public spaces or City programs.

7. RIGHTS RETAINED BY DONORS.

- a. Copyright. The DONOR(S) and/or individual artist(s) retain all rights, title, and interest in and to any copyright they hold in the Artwork. Nothing in this Agreement shall be construed as a transfer of copyright ownership to the City.
- b. License to Reproduce. The DONOR(S) hereby grant the City a non-exclusive, irrevocable, perpetual, worldwide, royalty-free license to photograph, digitize, reproduce, publish, and otherwise use images of the Artwork in any medium now known or later developed, for non-commercial purposes including but not limited to: educational programming, City publications, promotional materials, public information, catalogs, websites, press releases, social media, and documentation of the City's public art collection. This license includes the right to authorize third parties to reproduce the Artwork in furtherance of the City's governmental and public service missions, provided no such reproduction is for commercial sale..
- c. Moral Rights Waiver. To the extent permitted by law, and in accordance with the Visual Artists Rights Act of 1990 (VARA), 17 U.S.C. § 106A, the DONOR(S) and/or artist(s) expressly waive any and all claims of attribution and integrity, including any rights to prevent distortion, destruction, mutilation, or modification of the Artwork that might otherwise constitute a violation of moral rights under federal or state law. This waiver applies in particular to reasonable modifications or removal of the Artwork due to maintenance, public safety, structural considerations, vandalism, relocation, or other municipal needs as determined by the City in its sole discretion.

8. GOVERNMENTAL IMMUNITY.

- a. Nothing in this Agreement shall be construed to waive the sovereign immunity or any other immunity or defense available to the City, its officers, officials, employees, or agents under Wyo. Stat. § 1-39-101 et seq., the Wyoming Governmental Claims Act, or any other applicable law. The City specifically retains all immunities and defenses available to it as a governmental entity, including without limitation, all immunities provided by statute or common law.
- b. This Agreement shall not create any obligation or liability on the part of the City beyond the terms expressly stated herein, and no provision of this Agreement shall be interpreted to create any duty, standard of care, or liability to third parties.

Nothing herein shall be deemed a waiver of any limitation on damages or legal remedies under applicable law, including but not limited to caps on damages pursuant to Wyo. Stat. § 1-39-118 and § 1-39-120.

9. **HEADINGS.** The section headings contained in this Agreement are for convenience only and shall not be considered part of the substantive terms of this Agreement, nor shall they affect its interpretation.
10. **ASSIGNMENT.** Neither party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party, which shall not be unreasonably withheld.
11. **FURTHER ASSURANCES.** The parties agree to execute and deliver such further documents and take such additional actions as may be reasonably necessary to carry out the intent and purpose of this Agreement.
12. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Wyoming, without regard to its conflict of law provisions.
13. **NOTICE.** All notices, requests, demands, or other communications required or permitted under this Agreement shall be directed to the City through Jenny Reeves-Johnson. In the event that Jenny Reeves-Johnson is unavailable, such communications may be directed to any of the other artists associated with the Artwork, as designated in writing by the Artist group. Notice shall be deemed properly given if delivered personally, sent by certified mail, return receipt requested, or transmitted electronically with confirmation of receipt.
14. **BINDING EFFECT.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
15. **ENTIRE AGREEMENT.** This Agreement represents the entire understanding between the parties with respect to the subject matter herein and supersedes all prior or contemporaneous oral or written agreements, representations, or negotiations. Any amendment or modification of this Agreement must be in writing and signed by authorized representatives of both parties.
16. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and

the same instrument. Signatures provided by electronic means shall be deemed valid and binding for all purposes.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement on this ____ day of _____, 2025.

THE CITY OF LANDER
A municipal corporation,

BY: _____
MAYOR

ATTEST:

CITY CLERK

POTTERS OF THE WIND RIVERS
Lander, Wyoming

BY: _____
Signature of Authorized Representative

Print Name of Authorized Representative

Name of Group

Date

Schadebrodt

BY: _____
Artist Signature

Print Name - Jenny Reeves-Johnson

BY: _____
Artist Signature

Print Name - Shawna Pickinpaugh

BY: _____
Artist Signature

Print Name- Carolina Jaramillo

BY: _____
Artist Signature

Print Name - Dana Higby

BY: _____
Artist Signature

Print Name - Cristin Zimmer

BY: _____
Artist Signature

Print Name - Heather Foss

BY: _____
Artist Signature

Print Name - Carolyn Orr

BY: _____
Artist Signature

Print Name - Rachel Russell

BY: _____
Artist Signature

Print Name - Isabella Norton

BY: _____
Artist Signature

Print Name - Shannon Wachowski

BY: _____
Artist Signature

Print Name - Pam Hockett

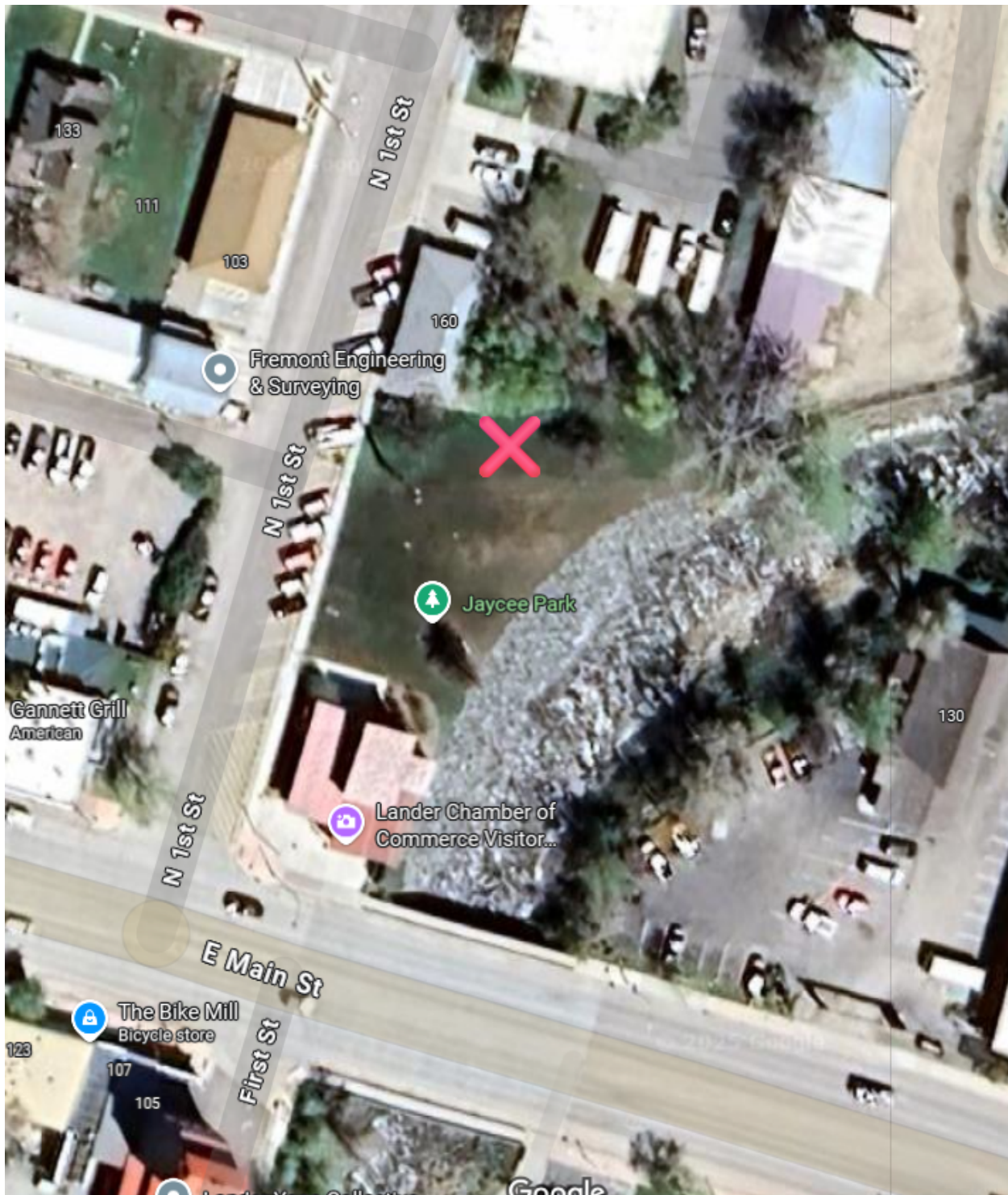
BY: _____
Artist Signature

Print Name - Deb Britt

BY: _____
Artist Signature

Print Name - Majelle Lee

EXHIBIT A



Installation Site

Title:

Invitation to Tread Lightly

Dimension and Description:

Height: 9' 6"

7 sided structure

Width: 6'

Roof Width: 8'

Concrete Pad: 14' circle

Materials:

Steel and Clay Tiles

Artists:

Jenny Reeves-Johnson

Shawna Pickinpaugh

Carolina Jaramillo Schadebrodt

Dana Higby

Cristin Zimmer

Heather Foss

Carolyn Orr

Rachel Russell

Isabella Norton

Shannon Wachowski

Pam Hockett

Deb Britt

Majelle Lee

Image:

Final image will be provided when fully complete and assembled.



CITIZEN BOARD EXPRESSION OF INTEREST FORM

Name: Marilyn Fisher Date: 08/20/2025
Street Address: 1152 Garfield Street
Mailing Address (if different): _____
Business Phone: 307-575-0390 Home Phone: _____
Email Address: marilyn@torringtoncpas.com
Years as a Resident of Lander : 6
Occupation: CPA (Semi-retired) Employer: _____
What board/committee are you applying for? Housing Authority

Please list any current/previous civic or professional organizations and in what capacity:
Lander Community Foundation Board; Lander Investment For Tomorrow (LIFT); Goshen Care Center Joint Powers Board; Eastern Wyoming College Board of Trustees

Please list any City boards/committees (if any) that you currently serve on:

None

Why would you like to serve? (Please discuss specific interest.)

I have always enjoyed volunteer work and assisting governmental and non-profit entities. I spent well over a decade on the Goshen Care Center Joint Powers Board, which was all related to elder care. We were responsible for a 78 bed skilled nursing facility, a 28 bed memory care unit, a board and care facility, and a brand new assisted living facility. I found the role of assisting elderly, disabled, and low income community members very fulfilling.

What special skills, training, or experience do you have that would be pertinent to this board position?

Other than my experience on the GCJBP noted above, I am a semi-retired CPA. I can bring my accounting skills and financial experience to the Board.

Please return the form to: 240 Lincoln St, Lander, WY 82520

This is considered public information and may be requested by news media and/or discussed in public meetings. Wyoming Public Records Act, W.S. § 16-4-201 et seq.

Signature: /s/ Marilyn E Fisher, CPA



CITIZEN BOARD EXPRESSION OF INTEREST FORM

Name: Peny L Rogers Date: 8-28-2025
Street Address: 580 Cascade St Lander, WY 82520
Mailing Address (if different): PO Box 463 Lander, WY 82520
Cell Business Phone: 307-330-6417 Home Phone: 307-332-3417
Email Address: penylrogers@gmail.com
Years as a Resident of Lander: 71 years
Occupation: Retired Employer: —
What board/committee are you applying for? Housing Authority Board

Please list any current/previous civic or professional organizations and in what capacity:

Housing Authority Board - Jan 2017 - Dec 2021
Lander Senior Foundation Board - currently serving

Please list any City boards/committees (if any) that you currently serve on:

None

Why would you like to serve? (Please discuss specific interest.)

Having previously served on this Board, I am aware of and understand their responsibilities. I would appreciate the opportunity to serve my final term.

What special skills, training, or experience do you have that would be pertinent to this board position?

I have nearly 50 years of experience as a Secretary/Admin Assistant, the most recent being 31 years as Secretary to LVHS Principal. Retired June of 2016.

Please return the form to: 240 Lincoln St, Lander, WY 82520

This is considered public information and may be requested by news media and/or discussed in public meetings. Wyoming Public Records Act, W.S. § 16-4-201 et seq.

Signature:

Peny Rogers



Estimating Department
1315 E Park Ave
Riverton, WY 82501
307-857-5114

August 14, 2025

City of Lander
Lance Hopkin
240 Lincoln St
Lander, WY 82520

Dear Customer:

Enclosed are two copies of a Street Light service contract between you and Rocky Mountain Power whereby Rocky Mountain will provide Street Lights at or near Cottonwood Ln, Lander WY. If this agreement meets with your approval, please sign both copies of the contract and remit them and your advance check to Rocky Mountain Power in the enclosed return envelope. A fully executed copy of the contract will be returned to you for your files upon execution by Rocky Mountain.

Once you have sent all your contracts and monies, please wait three to four days before calling for scheduling and material ordering. **Scheduling your project for construction must be coordinated with local management.** Please reference your request number **7399410** when calling. Keep in mind that materials take a minimum of two weeks to arrive from the time of order and that they are ordered after your job is scheduled.

If you have any questions, please call me at 307-875-5114.

Sincerely,

Kregg Schwindt
Estimator

STREET LIGHTING AGREEMENT Company Owned System

This STREET LIGHTING AGREEMENT ("Agreement") made by and between City of Lander ("Customer") in Fremont County, State of Wyoming and Rocky Mountain Power, an unincorporated division of PacifiCorp ("Company"), wherein Customer agrees to pay for street lighting service and Company agrees to install, maintain and operate street lighting facilities at those locations listed and described herein under the terms and conditions of Schedule No. 51 or any effective superseding schedule filed with the Wyoming Public Service Commission. This Agreement shall be subject to the Company's electric service regulations, copies of which are available on the Company's web page.

Said service shall be furnished as soon as practicable after the date hereof, by Company-owned streetlights specified as follows:

- ☒ Listed Below.
☐ Listed on Exhibit "A", attached hereto and by this reference made a part hereof.

Location	Pole #	Light Type	Watts
1. Poor Farm and Cottonwood	171903	LED	50
2. Center/Poor Farm	170909	LED	50
3. Center and Cottonwood	171800	LED	50
4.			
5.			
6.			
7.			

Company will furnish street lighting service, as shown on the attached sketch, at the Company's regularly filed rate, provided the Customer provides and installs trenching, conduit, back fill, bedding material, concrete bases for metal poles, site restoration and rights-of-way acceptable to the Company. All requirements shall meet the Company's specifications, including trench and conduit, on and off the Customer's property, beginning at the Company's existing facilities. Company's responsibilities and obligations hereunder with respect to the operation and maintenance of the street lighting service shall be limited to those set forth in the applicable rate schedule of the Company's Wyoming Tariff.

To the fullest extent permitted by law, each of the parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this agreement. Each party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

Company may at any time assign its rights and delegate its obligations under this Contract to any: affiliate; successor in interest; corporation; or any other business entity in conjunction with a merger, consolidation or other business reorganization to which Company is a party.

The total non-refundable advance is \$5,103.80.

Special Provisions: None

City of Lander

Rocky Mountain Power

Signature

Signature

Date

Date

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 8, ItemD.

THIS HANGAR SPACE LAND LEASE AGREEMENT is made and entered into this 9th day of September 2025, by and between the CITY OF LANDER, a Wyoming municipal corporation, 240 Lincoln Street, Lander, Wyoming 82520, hereinafter referred to as “Lessor”, and _Mike & Kelly Poborsky, whose address is P.O. Box 155, Lander, Wyoming 82520, hereinafter referred to as “Lessee”.

RECITALS:

WHEREAS, the City of Lander, a Wyoming municipal corporation, is the owner of certain real property known as Hunt Field Airport, hereinafter “Airport”, located in the City of Lander, Fremont County, Wyoming; and

WHEREAS, the City of Lander has determined that it is in the City’s best interest to enter into this Lease; and

WHEREAS, the Lessor and the Lessee desire to enter into a lease agreement of Airport property for the purpose of parking privately owned aircraft and for hangar space upon the terms and conditions hereinafter set forth; and

TERMS AND CONDITIONS:

NOW, THEREFORE, in consideration of the following mutually agreed upon terms, covenants and agreements to be kept and performed by Lessee and Lessor, the parties hereto do mutually agree and covenant as follows:

1. **RECITALS.** The above recitals are incorporated herein and made a part of this lease as if restated in full.
2. **PREMISES.** Lessee acknowledges and understands that this lease is for real property (land) only. Lessor acknowledges that Lessee is the owner of the hangar on the premises. The Lessor does hereby lease, let and demise unto the Lessee Space No. 201, 50 feet by 50 feet consisting of approximately 2500 square feet, Hunt Field, Lander Wyoming, together with the right of ingress and egress. Lessee accepts the premises “AS IS” without any express or implied warranties as to its condition or fitness for a particular purpose.
3. **PRIMARY PURPOSE.** This agreement authorizes the Lessee to place a hanger and any necessary installation required by said placement for the primary purpose of housing aircraft and necessary aircraft parts, paraphernalia and accessories. Primary purpose is defined as that which is first in intention, and which is fundamental. Also defined as the principal or fixed intention with which an act or course of conduct is undertaken.
4. **TERM.** Subject to the terms and provisions of this lease, the term of this lease shall be for **fifteen (15) years** commencing on the 9th day of September, 2025, and terminating on the 31st day of December, 2040 unless sooner terminated for any of the reasons set forth in this Lease. Lessee will have the opportunity to renew a lease for two (2) additional five (5) year periods beyond the termination date of the original lease term on terms to be negotiated in good faith by the parties. At or before the end of the term of this lease, the parties will negotiate in good faith for a new lease with the same term and provision for renewal provided in this lease. In the event Lessee sells his/her hangar before the end of the term of this lease, Lessor will negotiate in good faith with the new owner of the hangar for a lease. Lessee shall have quiet enjoyment of the premises in accordance with the covenants in this Lease. All terms and covenants of this Lease Agreement shall remain in effect for each renewal period.
5. **RENTAL FEE.** Lessee shall pay to Lessor **\$435.34** for the first (1st) year of this Lease as the rental fee for the above-described space. Lessee shall pay to Lessor the rental fee in annual installments on or before the 10th day of January each year. The annual rental for the first full year of this Lease shall be **\$0.161 (2025 rate)** per

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 8, Item D.

At least one (1) airworthy aircraft must be housed or based in Lessee's hangar.

Lessee agrees that all personal property described above that is stored in the leased premises is stored at the sole risk of Lessee, and Lessor shall not be responsible for any damage or injury to said personal property of Lessee.

In the event that a hangar sits empty for a period over 90 days, the lessee must show reasonable proof of seeking aviation use (i.e., lease or sale) as determined by the Airport Board.

10. **PROHIBITED USES.** Lessee expressly agrees:

- A. No residential use of any kind shall be permitted in any hangar or on the premises.
- B. Lessee shall not store any explosives, toxic, flammable, combustible, or other hazardous materials in or near the hangar or on the hangar space site, as it is strictly prohibited, except that which is stored in the aircraft or what is reasonably necessary for maintenance, repair or restoration of the aircraft. In all events, such materials must be properly handled and safely stored. Lessee shall not perform any hazardous operations in the hangars or on the premises including, but not limited to, the following: welding, torch cutting, torch soldering, doping and spray painting except as reasonably necessary for maintenance, repair or restoration of the aircraft.
- C. Lessee promises and agrees that no commercial operations of any kind are permitted within or near the leased premises without written consent of Lessor.
- D. Lessee shall not erect or permit to be erected any signs on the premises.
- E. A hangar with no airplane parked or based in the hangar and the hangar is being used solely to store large boats, trailers, motor homes, or miscellaneous non-aviation items is not acceptable and in violation of this lease. No personal property owned by a third party (who is not an assignee or renter approved by Lessor) is allowed to be stored in the hangar of Lessee.
- F. No parking of boats, trailers, campers, motor homes or other similar property is allowed around the outside of the hangar.
- G. Lessor has the right to tow and remove boats, trailers, campers, or other similar property parked outside the leased premises or on other airport property at the sole expense of the owner(s) of said property. Tie-down spaces shall not be used for vehicle parking. Lessee shall not drive or park on the airport property where collisions could occur or interfere with the movement of aircraft.

11. **CONSTRUCTION OF NEW HANGARS.** Construction of an airplane hangar upon the premises shall be subject to compliance with all applicable regulations, ordinances, and codes of Lessor and with the approval of the airport board. Lessee will have six (6) months from the signing of this lease agreement to begin construction of the new hangar, and six (6) months from the beginning of construction to complete the new hangar. An extension may be granted if application for extension is made to the Lessor and approved by the Lessor prior to the end of the six (6) months. If work is not begun within the six (6) month period, the lease will be void and lease money paid will be forfeited. Failure to complete construction as provided herein will also constitute a default by Lessee. The Lessor is under no obligation to notify the lease holder if they are in violation of these time requirements. At the time the lease is termed void, the hangar site will be available for lease to other individuals or entities. All new construction for hangars will conform to FAA regulations and city building codes including wind and snow

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 8, Item D.

loads. The Lessee shall be responsible for providing pavement or concrete surface from their hangar to the taxi lane. Lessee must obtain from Lessor a building permit prior to construction.

Hangars will be constructed of materials conducive to extended life and having characteristics of low maintenance and attractive appearance. Painted exterior colors shall be approved by the Airport Board. All hangars shall be completely enclosed, and all doors shall remain closed during periods of inactivity.

12. ALTERATIONS OF EXISTING HANGARS. The Lessee shall not make any alterations, changes or improvements other than repairs to existing hangar structures without the prior written recommendation of the airport board and then the written consent of the Lessor, and then only in strict compliance with all applicable FAA regulations, ordinances and codes of the Lessor. Lessee must also obtain a building permit from Lessor prior to any alterations.

13. INSURANCE AND INDEMNIFICATION. Lessee shall always obtain and maintain continuously in effect during the term of this lease agreement and all renewals, at Lessee's sole expense, general liability insurance with limits not less than \$300,000.00 combined single limit for each accident/occurrence for bodily injury and property damage in or near the hangar or on the hangar space site. Lessee shall provide in each policy that the insurance company or companies immediately send Lessor a copy of said policy and all renewal and cancellation notices. Failure to submit such proof of insurance shall be sufficient grounds to terminate this lease agreement. Lessee bears sole risk of loss to the hangar, all aircraft and personal property on the premises or in the hangar. Lessor shall not be responsible for any damage or injury to Lessee, employees, agents, or guests of Lessee, or property of Lessee, arising out of the occupancy of the premises. Lessee shall indemnify and hold harmless the Lessor and Lander City Council members, the Airport Board members, employees, and agents of Lessor against any and all claims for loss or damage occasioned by or arising out of, direct or indirect, rental or occupancy of said hangar space and Lessee's hangar and the use of the airport. Such indemnification shall include any cost to Lessor, including court costs and attorney fees, in defending any claim against Lessor. Lessee promises and agrees to pay to Lessor any damage to the leased premises arising out of Lessee's rental or occupancy of the premises. Nothing in this paragraph relieves Lessor of liability for Lessor's own negligence or intentional torts, for which Lessor shall indemnify and defend Lessee to the same extent set forth above. The liability insurance policy or policies required under the terms of this Agreement shall name Lessor as additional insured.

14. UTILITIES. Lessee is responsible for all utilities consumed or used at the premises. Lessor is not responsible for bringing utilities to the premises or any interruption of service. Any utilities or other public services which may become available, which the Lessee desires to use on the premises, shall be located as determined by the Airport Board and "as built" plans of the locations of such utility lines shall be provided to the Airport Board and the City of Lander Public Works Director. All utility arrangements, including hook-up payments, surveying, etc., shall be the sole responsibility of the Lessee. Lessee agrees to assure that all utility accommodations and arrangements conform to all applicable laws.

15. SNOW REMOVAL. The Lessor agrees to keep the blacktop apron and taxiways reasonably free and clear of ice, snow and debris to within two (2) feet of the hangar doors, all in accordance with the airport snow removal policy in effect during the term of this lease. The City is not responsible for snow removal damage to concrete in front of the hangars.

16. WEEDS/GRASS/DEBRIS AND PROPERTY. Lessee shall keep the premises neat, clean, safe and orderly at all times, free of waste, rubbish and debris. Weeds, grass and debris will be controlled by Lessee within the leased area to the

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 8, Item D.

satisfaction of the Lessor. There shall be no outside storage on the premises of boats, campers, vehicles or other material or equipment, except as authorized in this Lease. Lessee is responsible for the sanitary and safe removal of all trash and hazardous materials to an off-airport site.

17. INSPECTION. Lessee agrees, and such is a condition of this lease, that Lessee will at all times keep the premises clean, and all buildings and other structures thereon in good condition and repair, to the satisfaction of Lessor or its representatives, and to comply with the laws, ordinances and regulations respecting the airport. The Lander Airport Board, its agents and representatives shall have an unrestricted right to enter the leased premises and Lessee's hangar for the purpose of inspection for compliance with the terms of this Lease, upon twenty-four (24) hour notice to Lessee. Access/entry may be needed for emergencies. Lessor retains such right of entry and Lessee holds Lessor harmless for such entry.
18. ADDRESSES FOR NOTICES. All rent and any notices shall be paid at or sent to the Lessor at the following address:

CITY OF LANDER
240 Lincoln Street
Lander, WY 82520

All notices to the Lessee shall be sent to:

Name: Mike Poborsky
Address: P.O. Box 155, Lander, WY 82520
Email: mike@blackbirdav.com Phone: 307-413-8947

19. NON-ASSIGNMENT. Lessee shall not assign this lease, nor shall Lessee sublet the premises to third parties or any part thereof or allow any other third party to store an aircraft in the hangar for more than 45 days in exchange for rent or other compensation without the approval of Lessor. In this connection, the Lessor acknowledges that the Lessee will make a substantial investment on the premises and, therefore, consent shall not unreasonably be withheld to any such assignment, sublease or storage to any responsible corporation, individual or other business entity capable of receiving the same provided the aircraft owner, the assignee or buyer executes a new agreement with Lessor or executes this agreement as an additional Lessee. Neither this Lease nor any interest herein nor any estate created hereby shall pass to any trustee or receiver in bankruptcy or to any other receiver or assignee for the benefit of creditors or in any other way by operation of law.
20. ENVIRONMENTAL. Lessee, for itself, for himself, his its heirs, personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree that Lessee shall not dispose of, nor allow any disposal, spill, leakage, burial or other form of disposition of or contamination by any substance on the leased premises, which substance is listed at the time as hazardous or potentially hazardous by or under the United States Environmental Quality regulations, and further that Lessee shall indemnify and hold Lessor harmless for any costs of cleanup, liabilities, judgments, fines, penalties or any other expenses resulting from Lessee disposing of such substance on or allowing any leakage, spill, burial or other form of disposition of or contamination by such substance on the leased premises.
21. TAXES. Lessee is responsible for all taxes or assessments made upon the improvements on the premises and Lessee's personal property.
22. BREACH – OTHER THAN NON-PAYMENT OF MONEY. If either party shall breach the terms of this Lease by failing to perform, keep or observe any of the terms, covenants or conditions herein contained, except for the failure to pay amounts due hereunder, including but not limited to the lease payments called for above, the following terms shall apply:

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 8, Item D.

- A. **Notice.** The non-breaching party may give notice to correct such condition or cure such default.
- B. **Election to Terminate.** If such condition or default continues for thirty (30) days after delivery of such notice, the non-breaching party may sue to enforce the terms of this Lease or may give notice of its election to terminate this Lease. Twenty (20) days after such termination notice, this Lease shall cease and terminate.
- C. **Non-Waiver.** Such election to terminate by the non-breaching party shall not be construed as a waiver of any claims it may have against the breaching party. If, however, such default is of such nature that it cannot be cured by the payment of money or cannot physically be corrected within thirty (30) days, and if the party in default shall promptly commence to remedy such default after receipt of such notice and shall continuously and diligently proceed in good faith to eliminate such default, the period for correction shall be extended for such length of time as is reasonably necessary to complete the same.
- D. **Breach – Non-Payment of Money.** In the event of any default by Lessee in the payment of rent or other amount payable hereunder, the following terms shall apply:
 - (1) **Notice.** Any time ten (10) days after said payments are due, Lessor may give Lessee a thirty (30) day notice to pay all sums then due, owing and unpaid.
 - (2) **Termination.** If such payments are not made within thirty (30) days after said notice, this Lease and Lessee's rights hereunder shall, at the election of Lessor, forthwith terminate.

23. **DEFAULT AND TERMINATION.**

- A. If Lessee defaults in the performance of any terms of this Agreement and that default remains for a period of thirty (30) days after written notice of default to Lessee at Lessee's address above, Lessor may terminate this Agreement or declare the full amount of rent remaining to be paid hereunder due and, in the former event, may re-enter and repossess all of the premises, with process of law, and remove Lessee and require Lessee to remove the hangar and personal property from the premises. Lessor may also use any manner allowed by law to regain possession of the premises including but not limited to forcible entry and detainer under the laws of the State of Wyoming and Lessee shall be subject to eviction and removal with process of law. Lessor shall also be entitled to recover all costs, rental fees, attorney fees and expenses due Lessor by Lessee.
- B. Upon termination of this Agreement, whether by expiration of the term or through termination, the Lessee shall within sixty (60) days from date of notice remove all personal property from the premises. If Lessee does not remove such property within sixty (60) days after the termination or expiration of this Agreement, Lessor may sue Lessee in any manner allowed by law to evict Lessee and such property including but not limited to forcible entry and detainer and eviction. Lessor shall have a lien on such property and may foreclose on the same pursuant to the laws of the State of Wyoming.
- C. Neither party shall be held to be in breach of the Agreement because of any failure to perform any of its obligations hereunder if said failure is due to any cause for which it is not responsible and over which it has no control. However, this shall not apply to failure by Lessee to pay rental fees or other charges pursuant to this Agreement.

LANDER MUNICIPAL AIRPORT
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Section 8, Item D.

- D. Upon termination or expiration of this Agreement, and provided a new lease is not negotiated pursuant to paragraph four, said Lessee agrees to surrender and deliver up possession of the premises to Lessor, and Lessee shall have the right to remove the hangar from the premises providing it leaves the premises in the same or better condition as when entered upon by Lessee; in the event Lessee does not remove the hangar within a period of one hundred eighty (180) days after the termination or expiration of this Agreement Lessor may sue Lessee in any manner allowed by law to evict Lessee and Lessee's hangar from the land including but not limited to forcible entry and detainer and eviction. "Same or better condition" means that the hangar foundation, floor or apron should be left in-place if it is in suitable condition for use with a new hangar but should be removed from the premises if it is not.
 - E. This Agreement may also be terminated upon mutual written agreement by the parties.
 - F. The parties are entitled to all rights pursuant to the laws of the State of Wyoming regarding unlawful entry and detainer, the foreclosure of liens, and the power of eminent domain.
24. LOSS OR DESTRUCTION. In the event the premises covered by this Lease are wholly or partially destroyed or damaged so as to render the whole or a substantial part thereof unfit for occupancy, and the same cannot be repaired with reasonable diligence within one hundred twenty (120) days after the happening of such destruction or damage, then this Lease, at the option of the Lessor, shall cease and terminate as of the date of such destruction or damage. Upon such termination, Lessor shall repay the Lessee any rent theretofore paid by Lessee with respect to any period subsequent to the date of such termination, and thereon Lessee shall surrender possession of the premises to Lessor in an acceptable condition. If such destruction or damage can be repaired within one hundred twenty (120) days, Lessee shall forthwith repair the same with all reasonable diligence, and at Lessee's own expense, and the Lease shall continue in force and effect. If the hangar cannot be repaired within one hundred twenty (120) days, then the Lessee shall remove the remaining structure and improvements from the leased premises within sixty (60) days.
25. ATTORNEY'S FEES. In the event this Lease Agreement is placed in the hands of an attorney for collection of rental fees or any damages, or any portion thereof, due to becoming due hereunder, or to take possession of the premises, or to enforce compliance with the Lease Agreement, or for failure to observe any of the covenants of this Lease Agreement, or for Lessor's defense of any claim arising out of Lessee's omission or negligence, the Lessee agrees to pay the Lessor's reasonable attorney's fees, costs incurred by Lessor's attorney and Court costs.
26. ADDITIONAL COVENANTS.
- A. COMPLIANCE WITH LAWS. Lessee shall comply with all applicable municipal, state and federal ordinances, laws, rules and regulations as they are now in effect or hereinafter enacted.
 - B. MODIFICATION. No modification of the terms of this Agreement shall be effective unless such modification is in writing, signed and dated by the parties.
 - C. NONWAIVER. Any waiver by Lessor of any breach of any covenant herein to be kept and performed by Lessee shall not be deemed as a continuing waiver and shall not operate to prevent Lessor from declaring a forfeiture for any succeeding breach, either of the same or other covenant.

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 8, Item D.

D. NON-DISCRIMINATION.

- (1) Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended.
- (2) In all use and operation of the premises, Lessee shall not discriminate or permit discrimination against any person or class of persons by reason of disability, age, sex, race, creed, color, national origin, ancestry, or religion in any manner prohibited by any federal or state laws, rules or regulations existing now, or any amendments thereto.
- (3) Lessor reserves the right to take such action as the United States Government may direct to enforce nondiscrimination. Noncompliance with this subsection by Lessee shall constitute a material breach of this Agreement.

E. REQUIREMENTS OF THE UNITED STATES.

- (1) The parties hereto acknowledge that this Agreement is subject and subordinate to the lawful demands, rules and regulations, minimum standards, of the Lessor, the State of Wyoming, FAA and one or more governmental agencies of the United States of America. Lessee shall comply with all lawful demands of the Lessor, FAA or the United States, including a lawful demand to deliver possession of all of the premises as promptly as possible.
- (2) Lessor reserves the right to further develop or improve the airport and landing area of the airport as it deems fit, regardless of the desires or views of Lessee, and without interference. The parties hereto recognize that the Lessor is in the process of planning and may reconfigure the airport. Reconfiguration of the airport may require relocation of Lessee's hangar. The relocation of Lessee's hangar to a new location at the Lander Municipal Airport will follow FAA, WYDOT Aeronautics and one or more governmental agencies of the United States of America guidelines and the current master plan for Hunt Field Airport. The relocation of the hangar will be the sole responsibility of the Lessee unless a governmental agency shall share on an equitable basis the relocation of Lessee's hangar. The Lessee agrees and shall move the hangar as required by the governmental agency as promptly as possible at a request the move. Lessee further understands that this Lease Agreement is subordinate to provisions and requirements of any existing and future agreements between the Lessor, FAA and the United States or its agencies relative to the development, operation or maintenance of the airport property by Lessor. Lessor agrees to provide prompt written notice to Lessee when any such requirements may reasonably be expected to affect Lessee or the provisions of this Lease Agreement. The Lessee shall have priority for the relocation of Lessee's hangar according to the above guidelines. This Lease shall be amended if any term of this Lease is required to comply with the above guidelines.
- (3) Lessee shall comply with the notification and review requirements covered in part 77 of the Federal Aviation Regulations for the premises, and on any alterations of the structure.

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

- (4) Lessee shall observe faithfully all policy, guidelines - regulations affecting use of the airport, whether established by the Lessor, by the State of Wyoming, FAA or the United States, or agencies thereof, including, but not limited to rules affecting the operation of motor vehicles upon, to and from the airport, provided that such rules apply to all users of the airport and shall not be made specific to Lessee alone.
- F. CORPORATIONS. If this Lease Agreement is entered into by a corporation, the signing officers warrant and represent that they have the authority to bind the corporation to this Lease and agree to provide Lessor with a certified copy of the resolution allowing the same.
- G. RETENTION OF GOVERNMENTAL IMMUNITY. By entering into this Lease Agreement, Lessor does not waive its Governmental Immunity, as provided by any applicable law, including W.S. 1-39-101 et seq, and retains all immunities and defenses provided by law with regards to any actions, whether in tort, contract or any other theory of law. This Lease Agreement is for the sole benefit of the parties and is not intended to be for the benefit of any other third party or entity.
- H. WYOMING LAW. This Agreement shall be construed in accordance with the laws of the State of Wyoming.
- I. SEVERABILITY. If a provision of this Agreement shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.
- J. NO THIRD-PARTY BENEFICIARY INTENDED. This Agreement is for the benefit of the parties hereto and is not intended for the benefit of any third party.
- K. HEADINGS. The headings used in this Agreement are intended for convenience of reference only and do not define or limit the scope or meaning of any provision of this Agreement.
- L. ENTIRE AGREEMENT. This nine-page document constitutes the entire agreement of the parties and supersedes all prior agreements between the parties covering the subject matter hereof.

By signing below the parties agree to the above terms. Additionally, any person signing certifies that he or she has been properly authorized to enter into this Agreement by his or her respective party. All covenants, stipulations and agreements in this Lease Agreement shall extend to and bind the heirs, legal representatives, successors and assigns of the parties.

SIGNATURES ON FOLLOWING PAGE

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 8, Item D.

LESSOR:

LESSEE(S):

THE CITY OF LANDER

Mike Poborsky

BY:

Mayor Monte Richardson

Signature

ATTEST:

Kelly Poborsky

City Clerk Rachelle Fontaine

Signature

STATE OF WYOMING)
) ss.
COUNTY OF FREMONT)

On this ____ day of _____, 20____, before me personally appeared Monte Richardson, the Mayor, and Rachelle Fontaine, City Clerk of Lessor to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

Witness my hand and official seal.
(SEAL)

Notary Public

My commission expires: _____

STATE OF WYOMING)
) ss.
COUNTY OF FREMONT)

On this ____ day of _____, 20____, before me personally appeared _____, of Lessor to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Witness my hand and official seal.
(SEAL)

Notary Public

My commission expires: _____

Bill of Sale

The Parties. This Property Bill of Sale ("Bill of Sale") was created on August 5, 2025, in the County of Fremont, State of Wyoming and is made and entered into between:

Buyer: Two (2) individuals known as Michael Poborsky and Kelly Poborsky ("Buyers") with the mailing address of PO Box 155, Lander, WY 82520,

AND

Seller: One (!) individual known as David D Griffiths ("Seller") with the mailing address of 501 Heritage Road, Lander, WY 82520

Property Description: Hangar #201 at Hunt Field Lander

Warranties: Buyer and Seller acknowledge that the sale is final without any representations ("as is") and that after the sale the Seller shall not have any liability other than the details in this Bill of Sale. The Seller warrants unto the Purchase that the said property is free and clear of any lawful claims and demands of all and every person whatsoever

Additional Terms: N/A

In consideration of One Hundred Eighty Thousand dollars (\$180,000.00) paid to me by wire transfer or money order by Michael Poborsky and Kelly Poborsky (Buyers) I, David D Griffiths (Seller), do hereby sell and convey to the said Buyers as described above.

In witness whereof, I hereunto set my hand this 5 day of Aug, 2025



David D Griffiths (Seller)

Notary Public

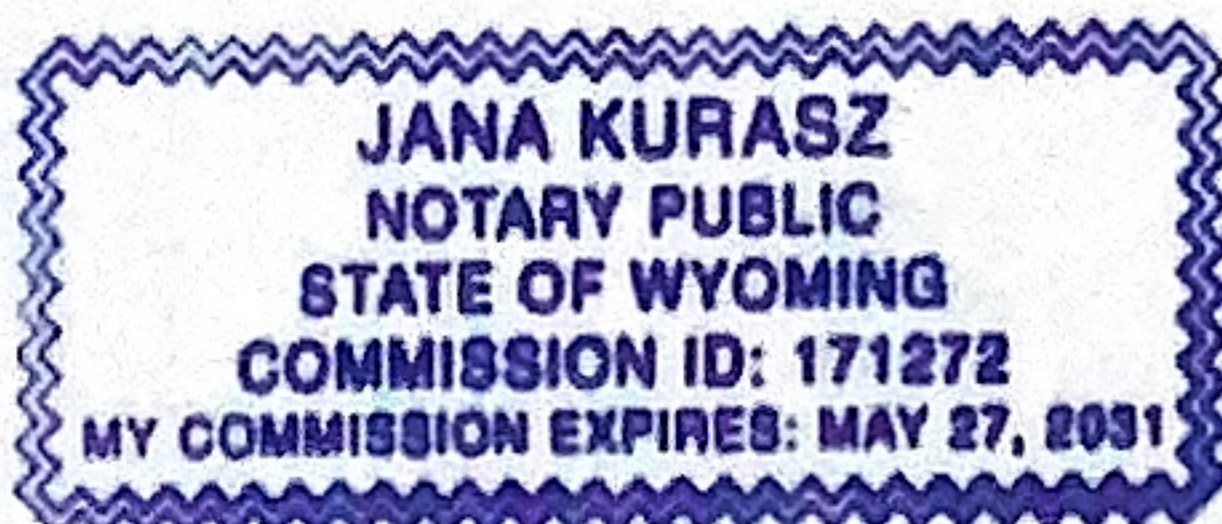
STATE OF Wyoming
County of Fremont

The foregoing instrument was acknowledged before me by David D Griffiths

This 5 day of August, 2025

Witness by hand and official seal

Notary Public Jana Kurasz My Commission/Term Expires May 27, 2031



State Farm Fire and Casualty Company
A Stock Company With Home Offices in Bloomington, Illinois
Po Box 2356
Bloomington IL 61702-2356



AT1 H-20-1185-FBD6 F H W
POBORSKY, MICHAEL & KELLY E
PO BOX 155
LANDER WY 82520-0155

DECLARATIONS

AMENDED AUG 8 2025

AMOUNT DUE: None
Payment is due by None

Policy Number: 50-BK-N371-6

Policy Period: 12 Months
Effective Dates: JUN 15 2025 to JUN 15 2026
The policy period begins and ends at 12:01 am standard time at the residence premises.

Your State Farm Agent
JUSTUS JACOBS INS AGENCY INC
990 MAIN ST
LANDER WY 82520-3040

Phone: (307) 332-2530

HOMEOWNERS POLICY

Location of Residence Premises
1400 SINKS CANYON RD
LANDER WY 82520-9805

Construction: Frame
Year Built: 2023

Roof Material: Metal
Roof Installation Year: 2023

Automatic Renewal
If the POLICY PERIOD is shown as 12 MONTHS, this policy will be renewed automatically subject to the premiums, rules, and forms in effect for each succeeding policy period. If this policy is terminated, we will give you and the Mortgagee/Lienholder written notice in compliance with the policy provisions or as required by law.

IMPORTANT MESSAGES

Your policy is amended AUG 8 2025
ADDITIONAL INSURED ADDED
SECTION I COVERAGE LIMITS CHANGED
OPTION AI ADDED
ENDORSEMENT HO-2425 ADDED

PREMIUM

Endorsement Premium
DECREASE \$ 23.86
Your premium has already been adjusted by the following:
Home/Auto
Utility Rating Cr
Claim Record
Loyal Customer



NAMED INSURED	MORTGAGEE AND ADDITIONAL INTERESTS	
POBORSKY, MICHAEL & KELLY E		
	Additional Insured CITY OF LANDER 240 LINCOLN ST LANDER WY 82520-2848	Loan Number: N/A

SECTION I - PROPERTY COVERAGES AND LIMITS

Coverage	Limit of Liability
A Dwelling	\$ 870,300
Other Structures	\$ 180,000
B Personal Property	\$ 652,725
C Loss of Use	\$ 261,090
Additional Coverages	
Arson Reward	\$1,000
Credit Card, Bank Fund Transfer Card, Forgery, and Counterfeit Money	\$1,000
Debris Removal	Additional 5% available/\$1,000 tree debris
Fire Department Service Charge	\$500 per occurrence
Fuel Oil Release	\$10,000
Locks and Remote Devices	\$1,000
Trees, Shrubs, and Landscaping	5% of Coverage A amount/\$750 per item

SECTION II - LIABILITY COVERAGES AND LIMITS

Coverage	Limit of Liability
L Personal Liability (Each Occurrence)	\$ 500,000
Damage to the Property of Others	\$ 1,000
M Medical Payments to Others (Each Person)	\$ 5,000

INFLATION

Inflation Coverage Index: 349.4

DEDUCTIBLES

Section I Deductible	Deductible Amount
All Losses 1/2%	\$ 4,351

LOSS SETTLEMENT PROVISIONS

- A1 Replacement Cost - Similar Construction
- B1 Limited Replacement Cost - Coverage B

AUG 21 2025

01F1081A

50-BK-N371-6



FORMS, OPTIONS, AND ENDORSEMENTS

HW-2150	Homeowners Policy
HO-2352.1	Amendatory Endorsement
HO-2425	*Off Premises Structures
HO-2444.2	Back-Up Of Sewer Or Drain - 10% of Coverage A/\$ 87,030
Option JF	Jewelry and Furs \$1,500 Each Article/\$2,500 Aggregate
Option ID	Increase Dwlg Up to \$ 174,060
Option OL	Ordinance/Law 10%/\$ 87,030
Option AI	Additional Insured
	* New Form Attached

Other limits and exclusions may apply - refer to your policy

Your policy consists of these Declarations, the Homeowners Policy shown above, and any other forms and endorsements that apply, including those shown above as well as those issued subsequent to the issuance of this policy.

This policy is issued by the State Farm Fire and Casualty Company.

Participating Policy

You are entitled to participate in a distribution of the earnings of the company as determined by our Board of Directors in accordance with the Company's Articles of Incorporation, as amended.

In Witness Whereof, the State Farm Fire and Casualty Company has caused this policy to be signed by its President and Secretary at Bloomington, Illinois.

Muhelle Mancias
Secretary

State Farm
President

of 1033A

**ENERGY RETROFIT GRANT CONTRACT
BETWEEN THE WYOMING ENERGY AUTHORITY
AND
CITY OF LANDER**

1. **Parties.** The parties to this Grant Contract (“Contract”) are the Wyoming Energy Authority, State Energy Program (“WEA”), whose address is: 1912 Capitol Ave, Suite 305, Cheyenne, WY 82001, and the City of Lander (“Grantee”), whose address is: 240 Lincoln St., Lander, WY 82520 (UEI# J4WELFKSSKJ3). WEA and Grantee may individually be referred to herein as a “Party” or collectively as the “Parties.”
2. **Purpose of Contract.** The purpose of this Contract is to set forth the terms and conditions by which the Grantee shall use Federal Energy Program Funds (“Grant”) (CFDA 81.041) for energy conservation measures identified in the WyLite Energy Engineering Study (“Project”) at their facilities located at 125 Buena Vista Dr., Lander, WY 82520, as described in Section 5, below and in Attachment A, which is attached to and incorporated into this Contract by this reference. Performance by Grantee (and any Subgrantee hereunder) of the requirements of this Contract and compliance with all U.S. Department of Energy (“DOE”) program rules and regulations is a condition to Grantee’s receipt of monies hereunder (Federal Award Identification Number (FAIN) DE-EE0010053, dated June 21, 2022).
3. **Term of Grant.** This Contract is effective when all parties have executed it (“Effective Date”). The term of the Contract is from the Effective Date through June 30, 2026. All services shall be completed during this term.
4. **Payment.**
 - A. WEA agrees to pay the Grantee for the Project, as invoices are submitted for work done in connection with the Project, and completed in accordance with the requirements of this Contract. The total Grant amount shall not exceed fifteen thousand dollars (\$15,000.00). The Grantee will receive a reimbursement of ninety percent (90%) of retrofit activities as identified in the WyLite Energy Engineering Study. Payment will be made to Grantee upon submission of a completed Taxpayer ID Form, copies of paid invoices, and proof of payment. Payment will be made after sufficient documentation detailing the services performed in connection with the Contract. Payment shall be made from the WEA’s Exxon Petroleum Violation Escrow Fund budget. The monetary proceeds of the Grant are specifically for the program specified in this Contract and shall not be used for any lobbying efforts. Payment shall be made 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 Contract.
 - B. No payment shall be made for work performed before the Effective Date of this Contract. Should the Grantee fail to perform in a manner consistent with the terms and conditions set forth in this Contract, payment under this Contract may be withheld until such time as the Grantee performs its duties and responsibilities to

the satisfaction of the WEA.

5. **Responsibilities of Grantee.** Grantee agrees to:

- A. Use the funds for retrofits identified in the WyLite Energy Engineering Study at the facility located at 125 Buena Vista Dr., Lander, WY 82520. Eligible retrofits are described in Attachment A.
- B. Return this signed Contract to the WEA within thirty (30) days of receipt or forfeit all claims to monies.
- C. Provide the WEA with one (1) year of required energy savings data once retrofits are completed per Department of Energy requirements.

6. **Responsibilities of the WEA.** The WEA agrees to:

- A. Pay Grantee in accordance with section 4 above.

7. **Special Provisions.**

- A. **Administration of Federal Funds.** Grantee agrees its use of the funds awarded herein is subject to the Uniform Administrative Requirements of 2 CFR Part 200 *et seq.*, any additional requirements set forth by the federal funding agency; all applicable regulations published in the Code of Federal Regulations; and other program guidance as provided to it by the WEA.
- B. **Assumption of Risk.** 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 WEA shall notify the Grantee of any state or federal determination of noncompliance.
- C. **Copyright License and Patent Rights.** Grantee acknowledges that the DOE, the State of Wyoming, and the WEA reserve a royalty-free, nonexclusive, unlimited, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal and state government purposes: (1) the copyright in any work developed under this Contract; and (2) any rights of copyright to which Grantee purchases ownership using funds awarded under this Contract. Grantee must consult with the WEA regarding any patent rights that arise from, or are purchased with, funds awarded under this Contract.
- D. **Decontamination and/or Decommissioning (D&D) Costs.** Notwithstanding any other provision of this Contract, the WEA and DOE shall not be responsible for or have any obligation to the recipient for D&D of any of the Grantee's facilities, or any costs which may be incurred by the Grantee in connection with the D&D of any of its facilities due to the performance of the work under this Contract, whether said work was performed prior to or subsequent to the effective date of this Grant.

- E. Default and Remedies.** In the event Grantee or any Subgrantee of Grantee under this Contract defaults or is deficient in the performance of any term of the Grant or any requirements of the DOE program rules and regulations, then the WEA and/or DOE shall have the right to exercise all remedies provided by law or in equity, including without limitation:
- (i) Immediately terminating this Contract without further liability or obligation of the WEA;
 - (ii) Issuing a letter or warning advising Grantee of the deficiency and putting the Grantee on notice that additional action will be taken if the deficiency is not corrected or is repeated;
 - (iii) Recommending, or requesting Grantee to submit proposals for corrective actions, including the correction or removal of the causes of the deficiency;
 - (iv) Taking enforcement action as described in 2 CFR Part 200.338.
- F. Environmental Policy Acts.** Grantee agrees all activities under this Contract will comply with the Clean Air Act, the Clean Water Act, the National Environmental Policy Act, and other related provisions of federal environmental protection laws, rules or regulations.
- G. 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 U.S. General Accounting Office Government Auditing Standards and Audit Requirements of 2 CFR Part 200, Subpart F. If findings are made which cover any part of this Contract, Grantee shall provide one (1) copy of the audit report to the WEA and require the release of the audit report by its auditor be held until adjusting entries are disclosed and made to the WEA's records.
- H. Federal Stewardship.** The DOE will exercise normal Federal stewardship in overseeing the project activities performed under this award. Stewardship activities include, but are not limited to, conducting site visits; reviewing performance and financial reports; providing technical assistance and/or temporary intervention in unusual circumstances to correct deficiencies which develop during the project; assuring compliance with terms and conditions; and reviewing technical performance after project completion to ensure that the award objectives have been accomplished.
- I. Historic Preservation.** Grantee will, in connection with its performance of environmental assessments under the National Environmental Policy Act ("NEPA"), comply with Section 106 of the National Historic Preservation Act of

1966, (16 U.S.C. § 470); Executive Order 11593 (Protection and Enhancement of the Cultural Environment), and 36 CFR Part 800 by consulting with the Wyoming State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects by the proposed activity.

- J. Human Trafficking.** As required by 22 U.S.C. § 7104(g) and 2 CFR Part 175, this Contract may be terminated without penalty if a private entity that receives funds under this Contract:
- (i) Engages in severe forms of trafficking in persons during the period of time 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 sub-awards under the award.
- K. Indirect Costs.** There is no indirect cost rate for this Contract and the WEA will not reimburse Grantee for indirect costs.
- L. Kickbacks.** Grantee certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Contract, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Contract. If Grantee breaches or violates this warranty, the WEA may, at its discretion, terminate this Contract without liability to the WEA, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.
- M. Labor Standards Requirements.** Grantee will administer and enforce the labor standards requirements set forth in the Davis-Bacon Act (40 U.S.C. § 276a), the Contract Work Hours and Safety Standards Act (40 U.S.C. § 327 *et seq.*), and regulations issued to implement such requirements, as each may be amended from time to time.
- N. Limitations on Lobbying Activities.** By signing this Contract, 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 other federal agency in connection with the award of a federal grant, contract, cooperative agreement, or loan.
- O. Monitoring Activities.** The WEA, State of Wyoming, Comptroller General of the United States, and the DOE shall have the right to monitor all activities related to this Contract that are performed by Grantee or its subcontractors. This shall include, but not be limited to, the right to make site inspections at any time and with

reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this Contract; and to observe personnel in every phase of performance of Contract related work.

- P. No Finder's Fees.** No finder's fee, employment agency fee, or other such fee related to the procurement of this Contract, shall be paid by either Party.
- 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 or entity on the grounds of age, sex, sexual orientation, sexual identity or preference, creed, color, race, religion, national origin, ancestry, pregnancy, or disability in connection with the performance under this Contract.
- R. 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 Contract.
- S. Program Income.** Grantee shall not deposit grant funds in an interest-bearing account without prior approval of the WEA. Any income attributable to the grant funds distributed under this Contract must be used to increase the scope of the program or returned to the WEA.
- T. 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 Grantee and related to the services and work to be performed under this Contract, shall identify the WEA and/or DOE as the sponsoring agency and shall not be released without prior written approval of the WEA.
- U. Purchase of American-Made Equipment and Products.** To the greatest extent practicable, all equipment and products purchased with funds made available under this Contract should be American-made.
- V. Records Retention.** Grantee agrees to retain all records related to this Contract for a minimum of three (3) years after all payments have been made and all other pending matters have been closed.
- W. Reporting Requirements.** During the Term of this Contract, Grantee shall furnish the WEA with a monthly written progress report. Each progress report shall set forth, in narrative form; the work accomplished under the Contract during the

month and shall include a financial status report. At the end of the term, Grantee shall furnish the WEA with a comprehensive report of the accomplishments pursuant to the Grant. Grantee shall likewise furnish the WEA with a cumulative financial statement, reflecting total expenditures pursuant to this Contract. At the completion of the Project, Grantee will furnish the WEA with required monthly energy savings reports for a period of one (1) year per DOE requirements.

- X. Suspension and Debarment.** By signing this Contract, 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 non-financial assistance, nor are any of the participants involved in the execution of this Contract suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension), 44 CFR Part 17, 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 the WEA 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 Contract.

8. General Provisions.

- A. Amendments.** Any changes, modifications, revisions, or amendments to this Contract which are mutually agreed upon by the Parties to this Contract shall be incorporated by written instrument, executed by all Parties to this Contract.
- B. Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Contract shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms “hereof,” “hereunder,” “herein,” and words of similar import, are intended to refer to this Contract as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the Parties. The venue shall be the First Judicial District, Laramie County, Wyoming.
- C. Assignment Prohibited and Contract Shall Not be Used as Collateral.** Neither Party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Contract without the prior written consent of the other Party. The Grantee shall not use this Contract, or any portion thereof, for collateral for any financial obligation without the prior written permission of the WEA.
- D. Availability of Funds.** Each payment obligation of the WEA 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 WEA at the end of the period for which the funds are available. The WEA shall notify the Grantee 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 WEA in the event this provision is exercised, and the WEA shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

- E. Compliance with Laws.** The Grantee shall keep informed of and comply with all applicable federal, state, and local laws and regulations, and all federal grant requirements and executive orders in the performance of this Contract.
- F. 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 Contract shall be kept confidential by the Grantee unless written permission is granted by the WEA for its release. If and when Grantee receives a request for information subject to this Contract, Grantee shall notify the WEA within ten (10) days of such request and shall not release such information to a third party unless directed to do so by the WEA.
- G. Counterparts.** This Contract may be executed in counterparts which, when taken together with other signed counterparts, shall constitute one Contract, binding and effective as to all Parties. The Parties agree that signatures by electronic transmission or PDF copies of signatures, either made by reliable means, shall be deemed valid and binding, as well as an original of this Contract.
- H. Entirety of Contract.** This Contract, consisting of eleven (11) pages; and Attachment A, Energy Efficient Eligible Retrofit Activities, consisting of one (1) page, represent the entire and integrated Contract between the Parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Contract and the language of any attachment or document incorporated by reference, the language of this Contract shall control.
- I. 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.
- J. Extensions.** Nothing in this Contract shall be interpreted or deemed to create an expectation that this Contract will be extended beyond the term described herein.
- K. Force Majeure.** Neither Party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits

delay in performance to that required by the event, and takes all reasonable steps to minimize delays.

- L. Indemnification.** Each Party to this Contract shall assume the risk of any liability arising from its own conduct. Neither Party agrees to insure, defend, or indemnify the other.
- M. Independent Contractor.** The Grantee shall function as an independent contractor for the purposes of this Contract and shall not be considered an employee of the State of Wyoming or the WEA for any purpose. Consistent with the express terms of this Contract, the Grantee shall be free from control or direction over the details of the performance of services under this Contract. The Grantee shall assume sole responsibility for any debts or liabilities that may be incurred by the Grantee in fulfilling the terms of this Contract and shall be solely responsible for the payment of all federal, state, and local taxes, which may accrue because of this Contract. Nothing in this Contract shall be interpreted as authorizing the Grantee or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or the WEA or to incur any obligation of any kind on behalf of the State of Wyoming or the WEA. The Grantee agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance, or similar benefits available to State of Wyoming or WEA employees will inure to the benefit of the Grantee or the Grantee's agents or employees as a result of this Contract.
- N. Insurance Requirements.** Grantee is protected by the Wyoming Governmental Claims Act, Wyo. Stat. § 1-39-101, *et seq.*, and certifies that it is a member of the Wyoming Association of Risk Management ("WARM") pool or the Local Government Liability Pool ("LGLP"), Wyo. Stat. § 1-42-201, *et seq.*, and shall provide a letter verifying its participation in the WARM or LGLP to the WEA.
- O. Notices.** All notices arising out of, or from, the provisions of this Contract shall be in writing either by regular mail or delivery in person at the addresses provided under this Contract.
- P. Ownership and Destruction of Documents and Information.** The WEA owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Grantee in the performance of this Contract. Upon termination of services, for any reason, Grantee agrees to return all such original and derivative information and documents to the WEA in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers. Upon the WEA's verified receipt of such information, Grantee agrees to physically and electronically destroy any residual WEA-owned data, regardless of format, and any other storage media or areas containing such information. Grantee agrees to provide written notice to the WEA confirming the destruction of any such residual WEA-owned data.

- Q. 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 subcontractors will violate any such restriction. The Grantee shall defend and indemnify the WEA for any infringement or alleged infringement of such patent, trademark, copyright, license, or other restrictions.
- R. Prior Approval.** This Contract shall not be binding upon either Party, no services shall be performed, and the Wyoming State Auditor shall not draw warrants for payment, until this Contract has been fully executed, and approved as to form by the WEA's legal counsel.
- S. Severability.** Should any portion of this Contract be judicially determined to be illegal or unenforceable, the remainder of the Contract shall continue in full force and effect, and the Parties may renegotiate the terms affected by the severance.
- T. Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and WEA expressly reserve sovereign immunity by entering into this Contract and the Grantee expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to Wyo. Stat. § 1-39-101, *et seq.*, and all other applicable law. The Parties acknowledge that the State of Wyoming and the WEA have sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The Parties agree that any ambiguity in this Contract shall not be strictly construed, either against or for either Party, except that any ambiguity as to immunity shall be construed in favor of immunity.
- U. Subgrantee(s).** The grantee shall include the requirements of this Contract in any such agreement or contract, and shall ensure that Subgrantee(s) complies with the terms hereof as if he or it were the Grantee hereunder.
- V. 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.
- W. Termination of Contract.** This Contract may be terminated, without cause, by the WEA upon thirty (30) days written notice. This Contract may be terminated by the WEA immediately for cause if the Grantee fails to perform in accordance with the terms of this Contract.
- X. Third Party Beneficiary Rights.** The Parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties, and obligations contained in this Contract shall operate only between the Parties to this Contract and shall inure solely to the benefit of the Parties to this Contract. The provisions

of this Contract are intended only to assist the Parties in determining and performing their obligations under this Contract.

- Y. Time is of the Essence.** Time is of the essence in all provisions of this Contract.
- Z. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Contract.
- AA. Unused/Misused Funds.** The WEA shall be entitled to recover from the Grantee any full or partial payment made under this Contract for: 1) any payments used for purposes not authorized, or performed outside this Contract, 2) any payments for services the Grantee is unable to provide, 3) any payments for services the Grantee did not provide but was required to provide under the terms of this Contract.
- BB. Waiver.** The waiver of any breach of any term or condition in this Contract shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

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

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

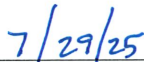
WYOMING ENERGY AUTHORITY

Rob Creager, Executive Director

Date



Wyoming Energy Authority Legal Counsel



Date

**Grantee
CITY OF LANDER**

Anne Even, Community Development Coordinator

Date

ATTACHMENT A
ENERGY RETROFIT
GRANT CONTRACT BETWEEN THE WYOMING ENERGY AUTHORITY
AND
CITY OF LANDER

DESCRIPTION OF RETROFITS	Retrofit Grant Amount	Match 10% Cash	Project Total
Replace windows. Insulation installation in wall and ceiling. Duct sealing. Replace door.	\$15,000.00	\$1,500.00	\$16,500.00
Total Project Cost	\$15,000.00	\$1,500.00	\$16,500.00

The Grantee may receive the maximum sum of fifteen thousand dollars (\$15,000).

Grantee will use the funds to perform the following retrofit projects covered by this Grant Contract.

Location	Address	Retrofit
Public Works Department Building	125 Buena Vista Dr., Lander, WY 82520	Replace windows. Insulation installation in wall and ceiling. Duct sealing. Replace door.

This project is more fully described in the Local Government Energy Improvement Retrofit Grant Application, received by the Wyoming Energy Authority dated November 18, 2024.

Invoice reimbursement will be incrementally funded as costs are incurred and invoices are received and approved by the Wyoming Energy Authority. If actual costs of the project are more than the projected budget, Grantee agrees to pay the difference.

**CivicPlus**

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:**Date:****Expires On:**

Statement of Work

Q-107506-1

9/5/2025 4:58 PM

11/4/2025

Client:

City of Lander, WY

Bill To:

LANDER CITY, WYOMING

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Michelle Bean		bean@civicplus.com		Net 30

One-time(s)

QTY	PRODUCT NAME	DESCRIPTION
3.00	Terminal Ingenico Link 2500	Terminal Ingenico Link 2500

Recurring Service(s)

QTY	PRODUCT NAME	DESCRIPTION
3.00	Terminal Support Annual Fee	Terminal Service Annual Fee -Per Terminal

Total Investment - Prorated Year 1	USD 1,628.88
Annual Recurring Services (Subject to Uplift)	USD 360.00

Total Days of Quote:251

Initial Term	Beginning at signing and ending 5/13/2026, Renewal Term 5/14 each calendar year
Initial Term Invoice Schedule	100% invoiced at signing, to be prorated based on signature date.

The Annual Recurring Services subscription fee for the Products (as described above) included in this SOW are prorated and co-terminated to align with the Client's current billing schedule and the Annual Recurring Services amount will subsequently be added to Client's Term and regularly scheduled annual invoices under the terms of the Agreement. This Statement of Work ("SOW") shall be subject to the terms and conditions of Master Services Agreement signed by and between the Parties and the applicable Solutions and Services Terms and Conditions located at: <https://>

www.civicplus.help/docs/civicplus-legal-stuff (collective, the "Agreement"). By signing this SOW, Client expressly agrees to the terms and conditions of the Agreement, as though set forth herein.

Please note that this document is a SOW and not an invoice. Upon signing and submitting this SOW, Client will receive the applicable invoice according to the terms of the invoicing schedule outlined herein.

Client may issue purchase orders for its internal, administrative use only, and not to impose any contractual terms. Any terms contained in any such purchase orders issued by the Client are considered null and will not alter the Binding Terms, the Agreement or this SOW.

Acceptance of Quote # Q-107506-1

The undersigned has read and agrees to the Binding Terms, which are incorporated into this SOW, and have caused this SOW to be executed as of the date signed by the Customer which will be the Effective Date:

For CivicPlus Billing Information, please visit <https://www.civicplus.com/verify/>

Authorized Client Signature

By (please sign):

Printed Name:

Title:

Date:

Organization Legal Name:

Billing Contact:

Title:

Billing Phone Number:

Billing Email:

Billing Address:

Mailing Address: (If different from above)

PO Number: (Info needed on Invoice (PO or Job#) if required)

CivicPlus

By (please sign):

Printed Name:

Title:

Date: