



CITY OF LANDER SPECIAL CITY COUNCIL MEETING

**Tuesday, January 27, 2026 at 6:00 PM
City Council Chambers, 240 Lincoln Street**

AGENDA

Join Zoom Meeting

<https://us06web.zoom.us/j/87634115005>

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. NEW BUSINESS (NON-ACTION ITEMS)

- A. Swear in Ethan Borchardt as a Lander Police Officer II
- B. Approve appointment and swear in Kristen Koehn as the City of Lander Treasurer

7. UNFINISHED BUSINESS (ACTION ITEMS)

- A. Approve second reading of Ordinance 2025-15 Granting A Non-Exclusive Franchise To Black Hills Wyoming Gas, LLC D/B/A Black Hills Energy, Its Successors And Assigns, And The Right, Permission And Authority To Construct, Maintain And Operate A Gas Transmission And Distribution System, Including Mains, Pipes, Conduits, Services And Other Structures, In, Under, Upon, Over, Across And Along The Streets, Alleys, Bridges And Public Places Within The Present And Future Corporate Limits Of The City Of Lander, Wyoming For The Furnishing, Transmission, Distribution And Sale Of Gas Whether Artificial, Natural, Mixed Or Otherwise For Lighting, Heating, Domestic, Industrial And Other Uses In Said City And Elsewhere, Limiting The Term Of Said Grant, Prescribing The Terms And Conditions Under Which Said Company May Operate, And Repealing Ordinance No. 1239.

8. NEW BUSINESS (ACTION ITEMS)

- [A.](#) Approve the appointment of Marcus Krall to the Urban Forest Council / Tree Board
- [B.](#) Resolution 1380 Adoption of the Fremont County/Municipal/Tribal Emergency Operation Plan
- C. Approve removal of Charri Lara from all City of Lander Accounts
- D. Approve the addition of new City Treasurer Kristen Koehn to all City of Lander accounts effective February 2, 2026
- [E.](#) Approve and authorize the mayor to sign the Independent Contractor Agreement between the City of Lander and the Wyoming Association of Municipalities for professional accounting and bookkeeping services.

9. ADJOURNMENT

Upcoming Council Meetings:

Regular Meetings:

6:00 PM, Tuesday, February 10, 2026, City Hall

6:00 PM, Tuesday, March 10, 2026, City Hall

Work Sessions:

6:00 PM, Tuesday, February 24, 2026, City Hall

6:00 PM, Tuesday, March 10, 2026, City Hall

All meetings are subject to cancellation or change.

ORDINANCE 2025- _15__

AN ORDINANCE GRANTING A NON-EXCLUSIVE FRANCHISE TO BLACK HILLS WYOMING GAS, LLC d/b/a BLACK HILLS ENERGY, ITS SUCCESSORS AND ASSIGNS, AND THE RIGHT, PERMISSION AND AUTHORITY TO CONSTRUCT, MAINTAIN AND OPERATE A GAS TRANSMISSION AND DISTRIBUTION SYSTEM, INCLUDING MAINS, PIPES, CONDUITS, SERVICES AND OTHER STRUCTURES, IN, UNDER, UPON, OVER, ACROSS AND ALONG THE STREETS, ALLEYS, BRIDGES AND PUBLIC PLACES WITHIN THE PRESENT AND FUTURE CORPORATE LIMITS OF THE CITY OF LANDER, WYOMING FOR THE FURNISHING, TRANSMISSION, DISTRIBUTION AND SALE OF GAS WHETHER ARTIFICIAL, NATURAL, MIXED OR OTHERWISE FOR LIGHTING, HEATING, DOMESTIC, INDUSTRIAL AND OTHER USES IN SAID CITY AND ELSEWHERE, LIMITING THE TERM OF SAID GRANT, PRESCRIBING THE TERMS AND CONDITIONS UNDER WHICH SAID COMPANY MAY OPERATE, AND REPEALING ORDINANCE NO. 1239.

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

SECTION 1. That in consideration of the benefits to be derived by the City of Lander, Wyoming, hereinafter referred to as "Municipality" or "City", and the public thereof from the construction and operation of a gas transmission and distribution system within said Municipality there be and hereby is granted to Black Hills Wyoming Gas, LLC, d/b/a Black Hills Energy, its successors and assigns, hereinafter collectively referred to as "Grantee," a non-exclusive franchise and the right, permission and authority to construct, maintain and operate a gas transmission and distribution system within the limits of said Municipality, as the same now exists or may hereafter be extended for said purpose and there is hereby further granted to Grantee the right, permission and authority during said period to lay, install, construct, maintain and operate in, under, upon, over, across and along all of the streets, alleys, bridges and public ways and public places within the present and future corporate limits of said Municipality all mains, pipes, services, conduits and structures necessary or convenient for the furnishing, transmission, distribution and sale of gas whether artificial, natural, mixed or otherwise for lighting, heating, domestic, industrial and other uses, and for transmitting such gas into, through or beyond the limits of said Municipality to other towns, cities and customers.

The right and authority herein granted shall continue for the period of twenty-five (25) years from and after the date of final passage; provided, however, that the City Council reserves the right at the end of each five (5) year period from and after the date of final passage, to renegotiate the provisions of this ordinance with the Grantee, its successors and assigns and in that event such negotiations shall not have resulted in a mutually agreeable amendment to said ordinance within a period of ninety (90) days leading up to the end of such five (5) year period, then and in such event, the Municipality, through its City Council, reserves the right to cancel this franchise by repeal of this Ordinance within this ninety (90) day period. If no renegotiation is instituted by the City Council within said ninety (90) day period or if the franchise is not canceled within said ninety (90) day period, this franchise shall continue in full force and effect.

SECTION 2. That all mains, services, and pipes laid or installed under this grant shall be so located and laid at a sufficient depth and as not to obstruct or interfere with any water pipes, drains, sewers or other structures already installed, and all such mains, services and pipes shall be installed subject to the reasonable approval of the Public Works Director or other authorized representatives of said Municipality.

In addition, Grantee shall complete any work in accordance with the following requirements:

General conduct of work. The Grantee, in performing any work on or related to its mains, pipes, services, or other facilities, shall conduct such work so as to avoid,

insofar as practicable, interference with the public’s use of any street, alley, or public place and shall comply with the City’s standards and applicable law (including traffic control consistent with MUTCD and one-call/utility-locate requirements).

Restoration. If paving, surface, sidewalk, curb/gutter, landscaping/irrigation, signage, striping, or other municipal improvements within the right-of-way are disturbed, the Grantee shall, at its sole expense and to the satisfaction of the City Engineer in accordance with the City’s standards, restore the affected area to a condition equal to or better than that which existed before the work commenced. The temporary surface shall be maintained until final restoration is completed and accepted.

Permits required. The Grantee shall obtain all required City permits before commencing any work within the City (for example, in a municipal right-of-way, whether paved or unpaved).

Permit fee. No fee shall be charged for such permits; the parties acknowledge that the compensation provided under this Franchise includes the cost of permit administration.

Emergency work. In an emergency necessary to protect public safety or restore service, the Grantee may proceed immediately; the Grantee shall notify the City Engineer as soon as practicable and apply for the required permit no later than the next business day after commencing such emergency work.

Inspection and acceptance. No work in the right-of-way shall be deemed complete until inspected and accepted by the City Engineer or his/her designee in accordance with the City’s standards.

Reasonable conditions. The City Engineer may impose reasonable permit conditions—including traffic control, safety measures, hours of work, trenching/compaction standards, temporary restoration, erosion control/ADA measures, and coordination with other projects—to protect the public interest and municipal infrastructure.

Failure to restore. If the Grantee fails to restore disturbed areas to the satisfaction of the City Engineer in accordance with the City’s standards within a reasonable time after written notice (or sooner if a safety hazard exists), the City may complete the restoration and recover all associated, reasonably documented costs from the Grantee.

Any privilege claimed under the franchise by Grantee in any street, alley, or other public way shall be subordinate to any lawful occupancy of any such street, alley, or other public way by the City.

If Municipality elects to change the grade of or otherwise construct or alter any street, alley, avenue, bridge, City Utility (for example, water, wastewater, or storm drainage), public right-of-way, public easement, or public place for a public purpose, unless otherwise reimbursed by federal, state or local legislative act or governmental agency, Grantee, upon reasonable notice from Municipality, shall remove and relocate its facilities or equipment situated in the public rights-of-way, at the cost and expense of Grantee. If Municipality orders or requests Grantee to relocate its facilities or equipment for the primary benefit of a commercial or private project, or as a result of the initial request of a commercial or private developer or other non-public entity, and such removal is necessary to prevent interference, then Grantee shall receive payment for the cost of such relocation as a precondition to relocating its facilities or equipment.

The Municipality shall consider reasonable alternatives in designing its public works projects and exercising its authority under this section so as not to arbitrarily cause Grantee unreasonable additional expense. If alternative public right-of-way space is available, Municipality shall also provide a reasonable alternative location for Grantee’s facilities. Municipality shall give Grantee written notice of an order or request to vacate a public right-of-way; provided, however, that its receipt of such notice shall not deprive

Grantee of its right to operate and maintain its existing facilities in such public right-of way until it (a) if applicable, receives the reasonable cost of relocating the same or (b) obtains a reasonable public right-of-way, dedicated utility easement, or private easement alternative location for such facilities.

SECTION 3. Grantee shall have the right to make all such reasonable rules and regulations in the conduct of its business as it may deem necessary or expedient, including meter deposits in such amounts as may be required to assure payment of bills. Grantee shall make such reasonable extensions in compliance with its effective tariff and the applicable rules and regulations of the Wyoming Public Service Commission (the "Commission").

SECTION 4. The City may adopt, from time to time, in addition to but not inconsistent with the rules and regulations of the Commission, such ordinances, rules and regulations as the City Council may see fit to adopt in regard to the regulation, maintenance and control of the rights and privileges herein conferred.

The City reserves its rights under its lawful police powers. The City, among other things, does not waive any rights it may have under any requirements of local law or regulations as amended, including for example, zoning codes, codes regarding building permits and fees, or time or manner of construction.

SECTION 5. Whenever the delivery or supply capability of Grantee's system, due to any cause whatsoever not limited to force majeure, is such that Grantee is unable to deliver to consumers served by Grantee the quantity of gas which the consumers require, Grantee shall have the right to prescribe reasonable rules and regulations for allocating the available quantities of gas among such consumers. All such action shall be completed in compliance with the Grantee's effective tariff and the Commission rules and regulations. Grantee shall defend, indemnify and hold Municipality harmless from any claim, damages, liability, costs and attorneys' fees arising out of such action.

SECTION 6. Grantee in the construction of said gas system within the limits of said Municipality shall use tested and approved pipes, materials and equipment.

SECTION 7. Grantee at all times will maintain mapping in compliance with the National Pipeline Mapping System ("NPMS") showing the size and approximate location of its mains laid in said distribution system in said Municipality.

SECTION 8. In case the available supply of gas shall at any time fail or become insufficient to supply the needs of the public of said Municipality, or should Grantee for any reason be unable to furnish the service herein contemplated, or upon the termination of this franchise for any reason whatsoever, Grantee shall have the right, within its discretion, to remove any and all of its pipes and other equipment or property from said Municipality, but in such event Grantee shall restore the streets, alleys and other public places to as good a condition as before such removal, and will hold said Municipality harmless from damages, attorneys' fees, costs and expenses incident to such removal.

SECTION 9. At all times during the term of the franchise, Grantee will, at its own expense, maintain in force general comprehensive liability insurance. A certificate of insurance for said insurance shall be provided to the City upon request. The coverage represented by the policy or policies shall be for the protection of the City, members of its boards and commissions, and its officers, mayor, council members, attorneys, agents, representatives and employees against liability for loss or damages for bodily injury, death, and property damage occasioned by the activities of Grantee under the franchise. Minimum liability limits under the policy or policies are to be \$3,000,000 for personal injury or death of any one person and \$3,000,000 for damage to property resulting from any one occurrence. Grantee may satisfy the above requirements through self-insurance.

SECTION 10. Grantee shall, and by the acceptance hereof agrees, to indemnify, save harmless and defend the City from and against all lawful actions, claims and

demands, and from all damages, losses, liabilities, attorneys' fees, costs and expenses incurred as a result thereof, arising out of the negligence, willful act or omission of Grantee in the construction, removal, replacement, inspection or repair of any mains, pipes, services, equipment, appurtenances or appliances of Grantee, or in the use and operation thereof during the term of this Ordinance. However, Grantee shall not need to indemnify or save the City harmless from any actions, claim and demands, and from damages, losses, liabilities, attorneys' fees, costs and expenses incurred as a result thereof, arising out of the negligence, willful acts or omissions of the City, its representatives, agents or contractors.

SECTION 11. As consideration for all franchise rights and contractual privileges granted by the City under this Ordinance, the Grantee shall assess, effective the first billing cycle after this Ordinance becomes effective, to small, medium and large general service customers and any other gas users within the City, a Franchise Fee equal to 3% of the gross revenues actually received from its customers within the corporate limits of the City. Grantee shall pay to the City Treasurer in quarterly payments each year for the Ordinance's duration an amount equal to the Franchise Fee collected by Grantee hereunder.

Payment shall be made on or before the last business day of the months of January, April, July, and October.

Such payment shall be in lieu of any and all other fees, charges, licenses or assessments which the Municipality may impose for the rights and privileges herein granted under this Franchise.

Each franchise fee payment shall be accompanied by a report reflecting total gross revenues by category of customer class applicable to payment. Grantee shall at all times keep and maintain a full, true, and correct account of volumes delivered on Grantee's distribution and transmission system within the City in accordance with Grantee's corporate data retention policies. The City reserves the right to audit and recompute any and all amounts paid under and pursuant to the franchise, limited to a three-year look back period. No acceptance of any payment made shall be construed as a release, waiver or as an accord and satisfaction of any claim the City may have for further or additional sums payable under the franchise, or for the performance of any other obligation under the franchise.

To assist Grantee in determining which of its customers are located within the corporate limits of the City, the City agrees to furnish a map of the City boundaries to Grantee within ten (10) days of this Ordinance becoming effective and within thirty (30) days after any City annexation occurs.

SECTION 12. Notwithstanding the exclusionary provision in Section 11, payment of the franchise fees by the Grantee as accepted by the City does not exempt the Grantee from sales tax, occupation and use taxes, income taxes, excise taxes, utility taxes, head taxes, building permit fees, land use fees, development impact fees, business and license fees, motor vehicle registration fees, or other fees and charges that are required to be paid pursuant to ordinances of general application that are not pursuant to the rights and privileges herein granted for the use of the streets and public ways. For example, and without limitation, Ad Valorem property taxes imposed generally upon all real and personal property within the Municipality shall be payable by the Grantee under this section.

SECTION 13. This franchise may be revoked by the City Council at any time for violation of this Ordinance or for the failure or refusal to comply with the provisions of this Ordinance except for any cause beyond the control of Grantee; provided that the City shall first give written notice by registered mail to the Grantee, specifying what in particular the Grantee is claimed to be in default of within the provisions of this Ordinance and shall have been given a reasonable time (30 days) after receipt of such notice to make good such claimed default before a revocation or forfeiture occurs. Grantee shall have the right to timely appeal such revocation or forfeiture to a court of

competent jurisdiction in Fremont County or the United States District Court for the District of Wyoming in Lander.

SECTION 14. This Ordinance and the respective rights and obligations of the parties hereunder are subject to all present and future valid governmental legislation or regulation, whether federal or state, of duly constituted authorities which have jurisdiction over this Ordinance, one or both of the parties, or any transaction hereunder.

SECTION 15. This Ordinance and the rights, authority and franchise herein and hereby granted shall terminate and be of no further force and effect:

(a) unless within six (6) months after final passage of this Ordinance Grantee shall file with the Clerk of said Municipality a written acceptance hereof; or

(b) if and when, after such acceptance, Grantee shall file with the Clerk of said Municipality a surrender hereof in writing.

SECTION 16. This Ordinance shall be in full force and effect from and after its final passage and publication as required by law and upon acceptance by Grantee shall be held to constitute a binding contract between said Municipality and Grantee, subject to its terms and conditions.

SECTION 17. The failure of the City at any time to require performance by Grantee of any provision hereof shall in no way affect the right of the City hereafter to enforce the same.

SECTION 18. The City retains its governmental immunity and defenses as provided by the Wyoming Constitution and the Wyoming Governmental Claims Act.

SECTION 19. If any section, subsection, phrase or provision of this Ordinance is found in conflict with the rules, regulations or requirements of the Commission, only the specific section, subsection, phrase or provision in conflict shall be null and void, and all other sections, subsections, phrases or provisions of this Ordinance shall remain in full force and effect.

SECTION 20. 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.

PASSED ON FIRST READING	<u>NOVEMBER 12, 2025</u>
PASSED ON SECOND READING	_____
PASSED ON THIRD READING	_____

PASSED, ADOPTED AND APPROVED by the Mayor and City Council on the _____ day of _____, 2026.

THE CITY OF LANDER
A Municipal Corporation

By _____
_____, Mayor

ATTEST:

_____, City Clerk

STATE OF WYOMING)
) ss.
COUNTY OF FREMONT)

CERTIFICATE

I hereby certify that on _____, 2026, following passage, adoption and approval of Ordinance _____, _____, 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 _____, 2026.

_____, City Clerk

ACCEPTANCE OF FRANCHISE

Ordinance 2026-____ (the Franchise) is accepted and approved as of this _____ day of _____, 2026, subject to applicable law.

BLACK HILLS WYOMING GAS, LLC
d/b/a BLACK HILLS ENERGY

By: _____
Name: _____
Title: _____

ORDINANCE _____

AN ORDINANCE GRANTING A NON-EXCLUSIVE FRANCHISE TO BLACK HILLS WYOMING GAS, LLC d/b/a BLACK HILLS ENERGY, ITS SUCCESSORS AND ASSIGNS, AND THE RIGHT, PERMISSION AND AUTHORITY TO CONSTRUCT, MAINTAIN AND OPERATE A GAS TRANSMISSION AND DISTRIBUTION SYSTEM, INCLUDING MAINS, PIPES, CONDUITS, SERVICES AND OTHER STRUCTURES, IN, UNDER, UPON, OVER, ACROSS AND ALONG THE STREETS, ALLEYS, BRIDGES AND PUBLIC PLACES WITHIN THE PRESENT AND FUTURE CORPORATE LIMITS OF THE CITY OF LANDER, WYOMING FOR THE FURNISHING, TRANSMISSION, DISTRIBUTION AND SALE OF GAS WHETHER ARTIFICIAL, NATURAL, MIXED OR OTHERWISE FOR LIGHTING, HEATING, DOMESTIC, INDUSTRIAL AND OTHER USES IN SAID CITY AND ELSEWHERE, LIMITING THE TERM OF SAID GRANT, PRESCRIBING THE TERMS AND CONDITIONS UNDER WHICH SAID COMPANY MAY OPERATE, AND REPEALING ORDINANCE NO. 1239.

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

SECTION 1. That in consideration of the benefits to be derived by the City of Lander, Wyoming, hereinafter referred to as "Municipality" or "City", and the public thereof from the construction and operation of a gas transmission and distribution system within said Municipality there be and hereby ~~is~~**are** granted to Black Hills Wyoming Gas, LLC, d/b/a Black Hills Energy, its successors and assigns, hereinafter collectively referred to as "Grantee," a non-exclusive franchise and the right, permission and authority to construct, maintain and operate a gas transmission and distribution system within the limits of said Municipality, as the same now exists or may hereafter be extended for said purpose and there ~~is~~**are** hereby further granted to Grantee the right, permission and authority during said period to lay, install, construct, maintain and operate in, under, upon, over, across and along all of the streets, alleys, bridges and public ways and public places within the present and future corporate limits of said Municipality all mains, pipes, services, conduits and structures necessary or convenient for the furnishing, transmission, distribution and sale of gas whether artificial, natural, mixed or otherwise for lighting, heating, domestic, industrial and other uses, and for transmitting such gas into, through or beyond the limits of said Municipality to other towns, cities and customers.

The right and authority herein granted shall continue for the period of twenty-five (25) years from and after the date of final passage; provided, however, that the City Council reserves the right at the end of each five (5) year period from and after the date of final passage, to renegotiate the provisions of this ordinance with the Grantee, its successors and assigns and in that event such negotiations shall not have resulted in a mutually agreeable amendment to said ordinance within a period of ninety (90) days leading up to the end of such five (5) year period, then and in such event, the Municipality, through its City Council, reserves the right to cancel this franchise by repeal of this Ordinance within this ninety (90) day period. If no renegotiation is instituted by the City Council within said ninety (90) day period or if the franchise is not canceled within said ninety (90) day period, this franchise shall continue in full force and effect.

SECTION 2. That all mains, services, and pipes laid or installed under this grant shall be so located and laid at a sufficient depth and as not to obstruct or interfere with any water pipes, drains, sewers or other structures already installed, and all such mains, services and pipes shall be installed subject to the reasonable approval of the Public Works Director or other authorized representatives of said Municipality.

In addition, Grantee shall complete any work in accordance with the following requirements:

General conduct of work. The Grantee, in performing any work on or related to its mains, pipes, services, or other facilities, shall conduct such work so as to avoid,

insofar as practicable, interference with the public’s use of any street, alley, or public place and shall comply with the City’s standards and applicable law (including traffic control consistent with MUTCD and one-call/utility-locate requirements).

Restoration. If paving, surface, sidewalk, curb/gutter, landscaping/irrigation, signage, striping, or other municipal improvements within the right-of-way are disturbed, the Grantee shall, at its sole expense and to the satisfaction of the City Engineer in accordance with the City’s standards, restore the affected area to a condition equal to or better than that which existed before the work commenced. The temporary surface shall be maintained until final restoration is completed and accepted.

Permits required. ~~Prior permit.~~ The Grantee shall obtain all required City permits before commencing any work within the City (for example, in a municipal right-of-way, whether paved or unpaved).

Permit fee. No fee shall be charged for such permits; the parties acknowledge that the compensation provided under this Franchise includes the cost of permit administration.

Emergency work. In an emergency necessary to protect public safety or restore service, the Grantee may proceed immediately; the Grantee shall notify the City Engineer as soon as practicable and apply for the required permit no later than the next business day after commencing such emergency work.

Inspection and acceptance. No work in the right-of-way shall be deemed complete until inspected and accepted by the City Engineer or his/her designee in accordance with the City’s standards.

Reasonable conditions. The City Engineer may impose reasonable permit conditions—including traffic control, safety measures, hours of work, trenching/compaction standards, temporary restoration, erosion control/ADA measures, and coordination with other projects—to protect the public interest and municipal infrastructure.

Failure to restore. If the Grantee fails to restore disturbed areas to the satisfaction of the City Engineer ~~s-satisfaction in accordance with the City’s standards~~ within a reasonable time after written notice (or sooner if a safety hazard exists), the City may complete the restoration and recover all associated, reasonably documented costs from the Grantee.

Any privilege claimed under the franchise by Grantee in any street, alley, or other public way shall be subordinate to any lawful occupancy of any such street, alley, or other public way by the City.

If Municipality elects to change the grade of or otherwise construct or alter any street, alley, avenue, bridge, City Utility (for example, water, wastewater, or storm drainage), public right-of-way, public easement, or public place for a public purpose, unless otherwise reimbursed by federal, state or local legislative act or governmental agency, Grantee, upon reasonable notice from Municipality, shall remove and relocate its facilities or equipment situated in the public rights-of-way, at the cost and expense of Grantee. If Municipality orders or requests Grantee to relocate its facilities or equipment for the primary benefit of a commercial or private project, or as a result of the initial request of a commercial or private developer or other non-public entity, and such removal is necessary to prevent interference, then Grantee shall receive payment for the cost of such relocation as a precondition to relocating its facilities or equipment.

The Municipality shall consider reasonable alternatives in designing its public works projects and exercising its authority under this section so as not to arbitrarily cause Grantee unreasonable additional expense. If alternative public right-of-way space is available, Municipality shall also provide a reasonable alternative location for Grantee’s facilities. Municipality shall give Grantee written notice of an order or request

to vacate a public right-of-way; provided, however, that its receipt of such notice shall not deprive Grantee of its right to operate and maintain its existing facilities in such public right-of way until it (a) if applicable, receives the reasonable cost of relocating the same or (b) obtains a reasonable public right-of-way, dedicated utility easement, or private easement alternative location for such facilities.

SECTION 3. Grantee shall have the right to make all such reasonable rules and regulations in the conduct of its business as it may deem necessary or expedient, including meter deposits in such amounts as may be required to assure payment of bills. Grantee shall make such reasonable extensions in compliance with its effective tariff and the applicable rules and regulations of the Wyoming Public Service Commission (the "Commission").

SECTION 4. The City may adopt, from time to time, in addition to but not inconsistent with the rules and regulations of the Commission, such ordinances, rules and regulations as the City Council may see fit to adopt in regard to the regulation, maintenance and control of the rights and privileges herein conferred.

The City reserves its rights under its lawful police powers. The City, among other things, does not waive any rights it may have under any requirements of local law or regulations as amended, including for example, zoning codes, codes regarding building permits and fees, or time or manner of construction.

SECTION 5. Whenever the delivery or supply capability of Grantee's system, due to any cause whatsoever not limited to force majeure, is such that Grantee is unable to deliver to consumers served by Grantee the quantity of gas which the consumers require, Grantee shall have the right to prescribe reasonable rules and regulations for allocating the available quantities of gas among such consumers. All such action shall be completed in compliance with the Grantee's effective tariff and the Commission rules and regulations. Grantee shall defend, indemnify and hold Municipality harmless from any claim, damages, liability, costs and attorneys' fees arising out of such action.

SECTION 6. Grantee in the construction of said gas system within the limits of said Municipality shall use tested and approved pipes, materials and equipment.

SECTION 7. Grantee at all times will maintain mapping in compliance with the National Pipeline Mapping System ("NPMS") showing the size and approximate location of its mains laid in said distribution system in said Municipality.

SECTION 8. In case the available supply of gas shall at any time fail or become insufficient to supply the needs of the public of said Municipality, or should Grantee for any reason be unable to furnish the service herein contemplated, or upon the termination of this franchise for any reason whatsoever, Grantee shall have the right, within its discretion, to remove any and all of its pipes and other equipment or property from said Municipality, but in such event Grantee shall restore the streets, alleys and other public places to as good a condition as before such removal, and will hold said Municipality harmless from damages, attorneys' fees, costs and expenses incident to such removal.

SECTION 9. At all times during the term of the franchise, Grantee will, at its own expense, maintain in force general comprehensive liability insurance. A certificate of insurance for said insurance shall be provided to the City upon request. The coverage represented by the policy or policies shall be for the protection of the City, members of its boards and commissions, and its officers, mayor, council members, attorneys, agents, representatives and employees against liability for loss or damages for bodily injury, death, and property damage occasioned by the activities of Grantee under the franchise. Minimum liability limits under the policy or policies are to be \$3,000,000 for personal injury or death of any one person and \$3,000,000 for damage to property resulting from any one occurrence. Grantee may satisfy the above requirements through self-insurance.

SECTION 10. Grantee shall, and by the acceptance hereof agrees, to indemnify, save harmless and defend the City from and against all lawful actions, claims and demands, and from all damages, losses, liabilities, attorneys’ fees, costs and expenses incurred as a result thereof, arising out of the negligence, willful act or omission of Grantee in the construction, removal, replacement, inspection or repair of any mains, pipes, services, equipment, appurtenances or appliances of Grantee, or in the use and operation thereof during the term of this Ordinance. However, Grantee shall not need to indemnify or save the City harmless from any actions, claim and demands, and from damages, losses, liabilities, attorneys’ fees, costs and expenses incurred as a result thereof, arising out of the negligence, willful acts or omissions of the City, its representatives, agents or contractors.

SECTION 11. As consideration for all franchise rights and contractual privileges granted by the City under this Ordinance, the Grantee shall assess, effective the first billing cycle after this Ordinance becomes effective, to small, medium and large general service customers and any other gas users within the City, a Franchise Fee equal to 3% of the gross revenues actually received from its customers within the corporate limits of the City. Grantee shall pay to the City Treasurer in quarterly payments each year for the Ordinance’s duration an amount equal to the Franchise Fee collected by Grantee hereunder.

Payment shall be made on or before the last business day of the months of January, April, July, and October.

Such payment shall be in lieu of any and all other fees, charges, licenses, ~~taxes~~ or assessments which the Municipality may impose for the rights and privileges herein granted under this Franchise. ~~Ad Valorem property taxes imposed generally upon all real and personal property within the Municipality shall not be deemed to affect the obligations of the Grantee under this section.~~

Each franchise fee payment shall be accompanied by a report reflecting total gross revenues by category of customer class applicable to payment. Grantee shall at all times keep and maintain a full, true, and correct account of volumes delivered on Grantee's distribution and transmission system within the City in accordance with Grantee’s corporate data retention policies. The City reserves the right to audit and recompute any and all amounts paid under and pursuant to the franchise, limited to a three-year look back period. No acceptance of any payment made shall be construed as a release, waiver or as an accord and satisfaction of any claim the City may have for further or additional sums payable under the franchise, or for the performance of any other obligation under the franchise.

To assist Grantee in determining which of its customers are located within the corporate limits of the City, the City agrees to furnish a map of the City boundaries to Grantee within ten (10) days of this Ordinance becoming effective and within thirty (30) days after any City annexation occurs.

SECTION 12. Notwithstanding the ~~exclusionary~~ provisions ~~in~~of Section 11, payment of the franchise fees by the Grantee as accepted by the City does not exempt the Grantee from sales tax, ~~license fees~~, occupation and use taxes, income taxes, excise taxes, utility taxes, head taxes, building permit fees, land use fees, development impact fees, business and license fees, motor vehicle registration fees, or other fees and charges that are required to be paid pursuant to ordinances of general application that are not pursuant to the rights and privileges herein granted for the use of the streets and public ways. For example, and without limitation, Ad Valorem property taxes imposed generally upon all real and personal property within the Municipality shall be payable by the Grantee under this section.

SECTION 13. This franchise may be revoked by the City Council at any time for violation of this Ordinance or for the failure or refusal to comply with the provisions of this Ordinance except for any cause beyond the control of Grantee; provided that the City shall first give written notice by registered mail to the Grantee, specifying what in particular the Grantee is claimed to be in default of within the provisions of this

Ordinance and shall have been given a reasonable time (30 days) after receipt of such notice to make good such claimed default before a revocation or forfeiture occurs. Grantee shall have the right to timely appeal such revocation or forfeiture to a court of competent jurisdiction in Fremont County or the United States District Court for the District of Wyoming in Lander.

SECTION 14. This Ordinance and the respective rights and obligations of the parties hereunder are subject to all present and future valid governmental legislation or regulation, whether federal or state, of duly constituted authorities which have jurisdiction over this Ordinance, one or both of the parties, or any transaction hereunder.

SECTION 15. This Ordinance and the rights, authority and franchise herein and hereby granted shall terminate and be of no further force and effect:

- (a) unless within six (6) months after final passage of this Ordinance Grantee shall file with the Clerk of said Municipality a written acceptance hereof; ~~or~~ also
- (b) if and when, after such acceptance, Grantee shall file with the Clerk of said Municipality a surrender hereof in writing.

SECTION 16. This Ordinance shall be in full force and effect from and after its final passage and publication as required by law and upon acceptance by Grantee shall be held to constitute a binding contract between said Municipality and Grantee, subject to its terms and conditions.

SECTION 17. The failure of the City at any time to require performance by Grantee of any provision hereof shall in no way affect the right of the City hereafter to enforce the same.

SECTION 18. The City retains its governmental immunity and defenses as provided by the Wyoming Constitution and the Wyoming Governmental Claims Act.

SECTION 19. If any section, subsection, phrase or provision of this Ordinance is found in conflict with the rules, regulations or requirements of the Commission, only the specific section, subsection, phrase or provision in conflict shall be null and void, and all other sections, subsections, phrases or provisions of this Ordinance shall remain in full force and effect.

SECTION 20. 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.

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 _____, 202~~6~~5.

THE CITY OF LANDER
A Municipal Corporation

By _____
_____, Mayor

ATTEST:

_____, City Clerk

[illegible]

CERTIFICATE

I hereby certify that on _____, 20265, following passage, adoption and approval of Ordinance _____, _____, 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 _____, 20265.

_____, City Clerk

ACCEPTANCE OF FRANCHISE

Ordinance 20265-____ (the Franchise) is accepted and approved as of this _____ day of _____, 20265, subject to applicable law.

BLACK HILLS WYOMING GAS, LLC
d/b/a BLACK HILLS ENERGY

By: _____
Name: _____
Title: _____

**CITIZEN BOARD EXPRESSION OF INTEREST FORM**Name: Marcus Krall Date: 12/18/2025Street Address: 803 Vance Drive

Mailing Address (if different): _____

Business Phone: 307-228-6082 Home Phone: [REDACTED]Email Address: [REDACTED]Years as a Resident of Lander : 3Occupation: Office Lead/Project Manager Employer: HDR EngineeringWhat board/committee are you applying for? Tree Board**Please list any current/previous civic or professional organizations and in what capacity:**

Previous volunteer and sponsor for the City of Cheyenne's "Rooted" program. Current or past member of Wyoming Water Association, National Water Resources Association, Wyoming Engineering Society, and American Society of Civil Engineers.

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'm passionate about promoting healthy urban forests within Wyoming communities. I believe the urban canopy provides great value to our communities. Wyoming's climate and conditions present many challenges, so proper management is essential.

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

Significant self-directed education in urban forestry, horticulture, and landscaping. Understanding of tree types that are well adapted to Wyoming landscapes. Skilled and experienced with the application of public works standards and development of work specifications. Experienced with program and project management. Proven history of developing and implementing projects and initiatives of varying sizes and complexity.

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: Krall, Marcus

Digitally signed by Krall, Marcus
DN: E=Marcus.Krall@hdrinc.com, CN=Krall, Marcus, OU=HDR, OU=Lander-325
Main Street, City of Wyoming, US=United States, OU=HDR, OU=Lander-325
Date: 2025.12.18 13:29:33-0700

RESOLUTION NO. 1380

ADOPTION OF THE FREMONT COUNTY/MUNICIPAL/TRIBAL
EMERGENCY OPERATIONS PLAN

This Emergency Operation Plan (EOP) has been revised from a version last dated February 01, 2024. The EOP encompasses Fremont County Government, Eastern Shoshone Tribe, Northern Arapahoe Tribe, City of Lander, Town of Hudson, City of Riverton, Town of Shoshoni, Town of Pavillion and the Town of Dubois, Fremont County, Wyoming.

WHEREAS, The Department of Homeland Security Grant Guidance Program requires all state, territorial, local and tribal governments' emergency operations plan to align with the National Response Plan coordinating structures, processes and protocols; and

WHEREAS, All natural or manmade disasters occurring in Fremont County Wyoming, regardless of the location, are responded to by all required emergency first responders; and,

WHEREAS, All first responders work under the same National Response Plan guidelines, which includes all National Incident Management System protocols which also must be included in all emergency operations plans; and,

WHEREAS, All Fremont County Wyoming governments and emergency services can successfully work under one emergency operations plan.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF LANDER, FREMONT COUNTY, WYOMING agrees to participate with Fremont County Government, Eastern Shoshone Tribe, Northern Arapaho Tribe, Town of Hudson, City of Riverton, Town of Shoshoni, Town of Pavillion and Town of Dubois in one unified Emergency Operations Plan to be used throughout Fremont County, Wyoming with oversight provided by the Fremont County Emergency Management Agency.

PASSED, APPROVED AND ADOPTED by the governing body of the City of Lander, Fremont County, Wyoming this _____ day of _____, 2026.

CITY OF LANDER

Missy White, Mayor

ATTEST:

Rachelle Fontaine, Clerk, City of Lander

INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (the “Agreement”) is made and entered into this ____ day of _____, 2026 (the "Effective Date"), by and between the CITY OF LANDER, a municipal corporation, whose address is 240 Lincoln Street, Lander, Wyoming 82520 (the "City"), and WYOMING ASSOCIATION OF MUNICIPALITIES, a Wyoming nonprofit corporation, with its principal business address at 315 W 27th Street, Cheyenne, Wyoming 82001 (the "Contractor").

RECITALS

WHEREAS, the City requires professional accounting and bookkeeping services to support its financial operations, recordkeeping, and reporting obligations; and,

WHEREAS, the City desires to retain the services of the Contractor as an independent contractor to provide such accounting and bookkeeping services on a non-exclusive, results-based basis, in accordance with applicable federal and state laws and generally accepted accounting principles (GAAP); and,

WHEREAS, the Contractor represents that it independently possesses the education, training, experience, and qualifications necessary to perform the requested accounting and bookkeeping services without direction or control as to the manner or means of performance; and,

WHEREAS, the Contractor agrees to provide such services to the City as an independent contractor, subject to the terms and conditions set forth in this Agreement.

TERMS AND CONDITIONS

IN CONSIDERATION of the mutual covenants and promises set forth herein, it is agreed by and between the City and the Contractor as follows:

1. RECITALS. The preambles and recitals hereinabove set forth are hereby incorporated into this Agreement.
2. DESCRIPTION OF WORK. The Contractor shall provide professional accounting and bookkeeping services to the City as an independent contractor. Such services may include, but are not limited to, maintaining financial records, processing accounts payable and receivable, assisting with payroll processing, preparing financial and management reports, supporting budgetary and audit functions, and performing other related accounting or financial services as mutually agreed upon by the parties.

The Contractor shall perform the services in a professional and workmanlike manner consistent with generally accepted accounting principles (GAAP) and applicable federal, state, and local laws. The Contractor shall determine the manner and means by which the services are performed, subject to the City’s right to define

the scope of services, request specific deliverables, and review work product for compliance with this Agreement.

The Contractor shall have no authority to bind the City, commit City funds, execute contracts, or make discretionary financial decisions on behalf of the City, except to the limited extent expressly authorized in writing by the City.

Specific tasks, deliverables, or reporting requirements, if any, may be set forth in Exhibit A – Scope of Services, which may be amended from time to time by mutual written agreement of the parties.

3. LOCATION OF WORK. The services under this Agreement may be performed remotely or at such locations as the Contractor deems appropriate to carry out the services. The Contractor may, when reasonably necessary and upon request or approval by the City, perform services at City offices located in Lander, Wyoming. Nothing in this Agreement shall be construed to require the Contractor to work at any specific City facility on a full-time, continuous, or regularly scheduled basis, nor to establish fixed work hours. The Contractor shall retain discretion and control over the manner and means by which the services are performed, subject solely to the City's right to specify the scope of services, deliverables, and desired results, and to review work product for compliance with this Agreement.
4. COMPENSATION. In consideration for the services performed under this Agreement, the City shall pay the Contractor at an hourly rate of One Hundred Dollars (\$100.00) per hour for time actually worked and authorized by the City. The Contractor shall submit itemized monthly invoices identifying the dates worked, hours performed, and a brief description of the services provided. Payment shall be made in accordance with the City's normal accounts payable procedures. No other compensation or reimbursement shall be due unless approved in advance and in writing by the City.
5. RELATIONSHIP BETWEEN PARTIES. The Contractor is performing services under this Agreement as an independent contractor and not as an employee, agent, partner, joint venturer, or legal representative of the City. Nothing in this Agreement shall be construed to create any employment relationship or to authorize the Contractor to act on behalf of or bind the City.

The Contractor is not entitled to, and expressly waives, any benefits provided by the City to its employees, including retirement or pension benefits, health or life insurance, paid leave, workers' compensation coverage, or unemployment insurance.

The Contractor shall be solely responsible for the payment of all federal, state, and local taxes arising from compensation paid under this Agreement. The City shall not withhold or pay any such taxes on behalf of the Contractor.

The Contractor shall have sole control over the manner and means of performing the services, subject only to the City's right to specify the desired results, and shall furnish all tools, equipment, and resources necessary to perform the services, except as may be expressly agreed in writing..

6. LIABILITY; INDEMNIFICATION; GOVERNMENTAL IMMUNITY.

- A. **Responsibility for Acts and Omissions.** The Contractor shall be solely responsible for its acts and omissions, and for the acts and omissions of its officers, employees, agents, representatives, and any subcontractors or consultants engaged in connection with the performance of services under this Agreement.
- B. **Indemnification.** To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the City of Lander, its officers, officials, employees, agents, and volunteers from and against any and all claims, demands, causes of action, damages, losses, liabilities, judgments, costs, and expenses, including reasonable attorneys' fees and costs of defense, arising out of or related to:
- i. the Contractor's performance or nonperformance of services under this Agreement;
 - ii. any negligent act or omission, error, or willful misconduct of the Contractor or its officers, employees, agents, or subcontractors;
 - iii. any breach of this Agreement by the Contractor; or
 - iv. any violation of applicable law by the Contractor in connection with the services.

The obligations of the Contractor under this section shall survive the termination or expiration of this Agreement.

- C. **No Limitation by Insurance.** The indemnification obligations of the Contractor under this Agreement shall not be limited by the amount or type of insurance required or maintained by the Contractor.
- D. **Governmental Immunity Preserved.** Nothing in this Agreement shall be construed as a waiver, limitation, or modification of the City's governmental or sovereign immunity, defenses, or limitations of liability under the Wyoming Governmental Claims Act, Wyo. Stat. Ann. § 1-39-101 et seq., or any other applicable law. The City expressly reserves all immunities and defenses available to it at law or in equity.
7. INSURANCE. During the term of this Agreement, the Contractor shall maintain, at her sole cost and expense, insurance coverage issued by an insurer licensed to do business in the State of Wyoming and rated A- or better by A.M. Best, as follows:

- i. Professional Liability (Errors and Omissions) Insurance with limits of not less than \$1,000,000.00 per claim, covering claims arising from the performance of accounting and bookkeeping services under this Agreement.
- ii. Commercial General Liability Insurance, if the Contractor performs services on-site at City facilities, with limits of not less than \$500,000.00 per occurrence and \$1,000,000.00 aggregate.

The Contractor shall provide proof of insurance upon execution of this Agreement and upon reasonable request by the City. Failure to maintain required insurance shall constitute a material breach of this Agreement.

8. **ASSIGNMENT**. The Contractor shall not assign, transfer, delegate, or subcontract any rights, duties, or obligations under this Agreement, in whole or in part, without the prior written consent of the City. Any attempted assignment, transfer, delegation, or subcontracting without such consent shall be null and void and shall constitute a material breach of this Agreement.

Approval of any assignment or subcontracting, if granted, shall not relieve the Contractor of responsibility for the performance of the services or compliance with the terms of this Agreement. The Contractor shall remain fully responsible for the acts and omissions of any approved assignee or subcontractor.

9. **TERM AND TERMINATION**.

- A. **Term**. This Agreement shall commence on the 20th day of January, 2026 (the “Effective Date”) and shall continue for an initial term of one (1) year, unless earlier terminated as provided herein.
- B. **Termination for Convenience**. Either party may terminate this Agreement at any time and for any reason, upon providing thirty (30) days’ written notice to the other party.
- C. **Termination for Cause**. The City may terminate this Agreement immediately, upon written notice to the Contractor, in the event of:
 - i. a material breach of this Agreement by the Contractor;
 - ii. failure to perform the services in a professional or lawful manner;
 - iii. misconduct, negligence, or violation of applicable law; or
 - iv. loss of any required license, qualification, or insurance coverage.
- D. **Non-Appropriation**. Notwithstanding any other provision of this Agreement, the City’s obligations are expressly contingent upon the availability of legally appropriated funds. In the event funds are not appropriated or otherwise become unavailable, the City may terminate this

Agreement immediately upon written notice, without penalty or further obligation.

- E. **Effect of Termination.** Upon termination, the Contractor shall be entitled only to compensation for services satisfactorily performed and authorized prior to the effective date of termination. No further compensation shall be due.

10. **COMMUNICATION AND COORDINATION.** The Contractor shall be reasonably available to communicate with designated City staff regarding the status of services, deliverables, and any issues related to the performance of this Agreement. At the City's request, the Contractor shall participate in periodic meetings, which may occur no more than once per month, to discuss the progress of services and address any questions or concerns. Nothing in this section shall be construed to give the City the right to control the manner or means by which the Contractor performs the services, and all communications shall be limited to coordination, clarification of expectations, and review of results.
11. **STANDARD OF PERFORMANCE.** The Contractor shall perform all services under this Agreement in a professional, competent, and workmanlike manner, consistent with generally accepted accounting principles (GAAP), applicable laws, and City policies provided to the Contractor.

The City may review the Contractor's work product to determine whether the services meet the requirements of this Agreement. If the City reasonably determines that any work product is incomplete, inaccurate, or does not conform to agreed standards, the City may notify the Contractor and request correction within a reasonable time.

Nothing in this section shall be construed to authorize the City to control the manner or means by which the Contractor performs the services, and the Contractor shall retain discretion over how the services are performed, subject to the City's right to evaluate results.

12. **CONFIDENTIALITY AND DATA SECURITY.** The Contractor shall keep confidential all non-public information obtained in connection with the performance of this Agreement, including but not limited to financial records, payroll data, tax information, banking information, vendor information, and personally identifiable information. The Contractor shall not disclose or use such information except as necessary to perform the services under this Agreement or as required by law.

The Contractor shall implement and maintain reasonable administrative, technical, and physical safeguards to protect confidential information from unauthorized access, use, or disclosure. The obligations set forth in this section shall survive the termination or expiration of this Agreement.

13. OWNERSHIP OF RECORDS; RETURN OF MATERIALS. All reports, records, documents, data, work papers, electronic files, and other materials prepared, generated, or received by the Contractor in connection with the services performed under this Agreement shall be and remain the exclusive property of the City.

Upon termination or expiration of this Agreement, or upon written request by the City, the Contractor shall promptly return all City records and information in whatever form maintained and shall not retain copies, except as required by law.

14. AUDIT AND COOPERATION. The Contractor shall reasonably cooperate with the City and with any state, federal, or independent auditors in connection with audits, examinations, or reviews relating to the services performed under this Agreement, including providing explanations, documentation, and assistance reasonably requested.

15. CONFLICT OF INTEREST AND ETHICS. The Contractor represents that no conflict of interest exists that would impair her ability to perform the services required under this Agreement. The Contractor shall comply with all applicable Wyoming ethics laws and City policies and shall promptly disclose in writing to the City any actual or potential conflict of interest that arises during the term of this Agreement.

16. RECORDS RETENTION. The Contractor shall retain records related to the services performed under this Agreement for a minimum period of three (3) years following termination or expiration of this Agreement, or for such longer period as may be required by law.

17. ENTIRE AGREEMENT; NO THIRD-PARTY BENEFICIARIES. This Agreement constitutes the entire agreement between the City and the Contractor with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, negotiations, representations, or understandings, whether written or oral.

This Agreement is made for the sole benefit of the parties hereto and their permitted successors and assigns. Nothing in this Agreement shall be deemed to confer any rights or remedies upon any third party.

18. AMENDMENT; WAIVER. This Agreement may be amended or modified only by a written instrument signed by duly authorized representatives of both parties. No waiver of any breach or default shall be deemed a waiver of any subsequent breach or default. The failure of either party at any time to enforce any provision of this Agreement shall not be construed as a waiver of such provision.

19. GOVERNING LAW AND VENUE. This Agreement shall be governed by and construed in accordance with the laws of the State of Wyoming, without regard to

its conflict-of-laws principles. Venue for any action arising out of or relating to this Agreement shall lie exclusively in the state courts of Fremont County, Wyoming, unless otherwise required by law.

- 20. FORCE MAJEURE. Neither party shall be liable for failure or delay in performance under this Agreement due to causes beyond its reasonable control, including acts of God, natural disasters, or governmental actions, provided that the affected party gives prompt notice to the other party.
- 21. SEVERABILITY. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect.
- 22. NOTICES. Any notice required or permitted under this Agreement shall be in writing and shall be deemed given when delivered personally, sent by certified mail (return receipt requested), or by recognized overnight courier, to the addresses of the parties set forth herein, or to such other address as a party may designate by written notice.
- 23. NO JOINT VENTURE OR AGENCY. Nothing in this Agreement shall be construed to create a partnership, joint venture, or agency relationship between the parties. The Contractor shall have no authority to bind or obligate the City in any manner.
- 24. COUNTERPARTS; ELECTRONIC SIGNATURES. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one instrument. Signatures transmitted electronically or by facsimile shall be deemed valid and binding.
- 25. HEADINGS. The section headings used in this Agreement are for convenience only and shall not be used to interpret or construe the provisions of this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this ____ day of _____, 2026.

THE CITY OF LANDER,
a municipal corporation:

BY: _____
MISSY WHITE, Mayor

ATTEST:

RACHELLE FONTAINE, City Clerk

WYOMING ASSOCIATION OF
MUNICIPALITIES (“WAM”):

BY: _____
HARPSTEITH, Executive Director