



CITY OF LANDER REGULAR CITY COUNCIL MEETING

Tuesday, February 11, 2025 at 6:00 PM
City Council Chambers, 240 Lincoln Street

AGENDA

Join Zoom Meeting

<https://us06web.zoom.us/j/81005318736?pwd=FwsVE7IQwwA3o1XGm7a3WbA5h7iqz8.1>

Meeting ID: 810 0531 8736

Passcode: 419699

1. CALL TO ORDER

- A. Pledge of Allegiance
- B. Roll Call

2. APPROVAL OF AGENDA

3. **PUBLIC HEARING** Zanders Catering Incorporated application for the transfer of location of Retail Liquor License #18 formerly located at 740 E Main Street, Lander, Wyoming to 101 Garfield Street, BALDWIN ESTATE ADDN BLK 2 LOTS 1-2 Commercial District Lander, Wyoming.

- A. Open hearing
- B. Introduce and read
- C. Public comment
- D. Close hearing

4. PUBLIC HEARING

Ordinance 2025-3 Qwest Corporation D/B/A Centurylink Qc Franchise Agreement Granting A Franchise To Qwest Corporation D/B/A Centurylink Qc On Behalf Of Itself And Its Affiliates ("Centurylink") To Operate And Maintain A Telecommunications System ("System") In The City Of Lander, Wyoming

- A. Open hearing.
- B. Introduce and read.
- C. Public Comment
- D. Close Hearing

5. 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

6. MAYOR AND COUNCIL UPDATES

7. STAFF REPORTS

8. NEW BUSINESS (NON-ACTION ITEMS)

A. Bryan Brown Summit West P.C. City of Lander audit presentation for the fiscal year ending June 30, 2024.

9. 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 January 14, 2025 Regular City Council Minutes

B. Approve January 28, 2025 Work Session City Council Minutes

C. Approve Bills and Claims

10. OLD BUSINESS (ACTION ITEMS)

A. Untable and approve Lift Recommendations to fund Lander Girls Softball League Complex Improvements.

11. NEW BUSINESS (ACTION ITEMS)

A. Approve Tree Board By Laws

B. Approve Zanders Catering Incorporated's application for the transfer of location of Retail Liquor License #18 formerly located at 740 E Main Street, Lander, Wyoming to 101 Garfield Street, BALDWIN ESTATE ADDN BLK 2 LOTS 1-2 Commercial District Lander, Wyoming.

C. Approve the first reading of Ordinance 2025-3 Qwest Corporation D/B/A Centurylink Qc Franchise Agreement Granting A Franchise To Qwest Corporation D/B/A Centurylink Qc On Behalf Of Itself And Its Affiliates ("Centurylink") To Operate And Maintain A Telecommunications System ("System") In The City Of Lander, Wyoming

D. Authorize Mayor to sign a one-year extension for the LOTRA Lease and License

E. Award McFarlane Utilities Project bid to the apparent low bidder Patrick Construction, Inc. in the amount of \$1,097,972.00 and authorize the Mayor to sign the Notice of Award and Agreement Between Owner and Contractor for Construction Contract.

F. Authorize amendments to the Juvenile Justice Services of Fremont County Agreement and authorize the Mayor to sign the updated agreement.

G. Authorize the Mayor to sign the Street Lighting Agreement between the City of Lander and Rocky Mountain Power for Wood & 6th Street Request # 7332213 Site # 336506269.004.

H. Authorize the Mayor to sign Street Lighting Agreement between the City of Lander and Rocky Mountain Power for Baldwin Creek Request # 7332212 Site # 336506269.004

- [I.](#) Authorize the Mayor to sign the Street Lighting Agreement between the City of Lander and Rocky Mountain Power for Gannett Peak School Request #7332211 Site # 336506269.004.
- [J.](#) Approve Joe Kenney Hangar Lease Extension
- [K.](#) Amend LCCC Grounds Keeping Independent Contractor agreement
- [L.](#) Approve and authorize the Mayor to sign Lander Municipal Airport Hangar Space Land Lease Agreement between the City of Lander and William Hovendick for Space No. 508.
- [M.](#) Authorize Mayor to sign the MRG grant agreement for \$300,000 to perform engineering for Middle Fork Popo Agie – Flood Control and Restoration Project
- [N.](#) Authorize Mayor to award the Middle Fork Popo Agie – Flood Control and Restoration Project to Strike Consulting Group for up to \$600,000.

12. EXECUTIVE SESSION Potential Litigation

13. ADJOURNMENT

Upcoming Council Meetings:

Special Meetings: 6:00 PM Tuesday, February 18, 2025, City Council Chambers

Regular Meetings:

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

6:00 PM Tuesday, April 8, 2025, City Council Chambers

Work Sessions:

6:00 PM Tuesday, February 25, 2025, City Council Chambers

6:00 PM Tuesday, March 25, 2025, City Council Chambers

All meetings are subject to cancellation or change.

**THE CITY OF LANDER
240 LINCOLN ST
LANDER WY 82520
TELEPHONE 307-332-2870**

**PUBLIC HEARING
NOTICE OF APPLICATION FOR
LIQUOR LICENSE
TRANSFER OF LOCATION
RETAIL #18**

Notice is hereby given that on the 20th day of January 2025, Zanders Catering Incorporated., 101 Garfield Street, Lander, Wyoming, filed an application for transfer of location of Retail License #18 formerly located at 740 E Main Street, Lander, Wyoming, in the office of the Clerk of the City of Lander, Wyoming for the following described place and premises, to-wit:

RETAIL LIQUOR LICENSE

Retail Liquor License #18
Zanders Catering Inc, 101 Garfield, BALDWIN ESTATE ADDN BLK 2 LOTS 1-2
Commercial District Lander, Wyoming
Application Filed on the 20th day of January 2025.

Any protests, if any there be, against the issuance of such license will be heard during a Public Hearing at the hour of **6:00 p.m. on the 11th day of February, 20025**, in the City Council Chambers, 240 Lincoln Street, Lander, Wyoming 82520.

Rachelle Fontaine
City Clerk

PUBLISH: Lander Journal
January 25, 2025 and February 1, 2025

NEW OR TRANSFER
LIQUOR LICENSE OR
PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY		
Customer #:		
Trf from:		
Reviewer:	Initials	Date
Agent:		/ /
Mgr:		/ /

To be completed by City / Town / County Clerk

License Fees	Annual Fee: \$	Date filed with clerk: 1 / 20 / 2025
	Prorated Fee: \$	Advertising Dates: (2 Consecutive Weeks Prior to Hearing)
	Transfer Fee: \$ 100.00	1/24/2025 & 2/5/2025
	Publishing Fee: \$ 80.00	25 KK Public Hearing Date: 2 / 11 / 2025
Publishing Fee Direct Billed to Applicant: ☒		
License Term:	2 / 12 / 2025 Through 2 / 20 / 2026	
	Month Day Year	Month Day Year

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

Applicant (Business Name):	Zanders Catering, Inc.
Doing Business As (DBA) / Trade Name:	
Building to be licensed / Building Address:	101 Garfield Street
	(Address Number, and Suite or Unit Number, and Street or Road Name)
	Lander, WY 82520 Fremont
	City State Zip County
Local Mailing Address:	1290 N. 2nd Street
	(Address Number or PO Box, and Suite or Unit Number, and Street or Road Name)
	Lander WY 82520 Fremont
	City State Zip County
Local Business Telephone Number:	(307) 330-4100
Fax Number:	None
Business E-Mail Address:	Zandercateringwy@gmail.com
Business Primary Contact:	Robyn Alexander
	First Name Last Name

FILING FOR	FILING IN (CHOOSE ONLY ONE)	FILING AS (CHOOSE ONLY ONE)
☐ NEW LICENSE	☒ CITY / TOWN OF: Lander	☐ INDIVIDUAL
☒ TRANSFER OF LOCATION	☐ COUNTY OF:	☐ PARTNERSHIP
☐ TRANSFER OF OWNERSHIP		☐ LP ☐ LLP ☐ LLLP
☐ ASSIGNMENT LETTER MUST BE ATTACHED		☐ LLC ☐ LC
FORMERLY HELD BY:		☒ CORPORATION (INC)
		☐ POLITICAL SUBDIVISION
		☐ ORGANIZATION
		☐ OTHER

TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)		
☒ RETAIL LIQUOR LICENSE	☐ RESTAURANT LIQUOR LICENSE	☐ MICROBREWERY PERMIT
☐ PRIMARY BUSINESS TYPE (CHOOSE ONLY ONE)	☐ BAR AND GRILL LIQUOR LICENSE	☐ WINERY PERMIT
☐ ON-PREMISE BAR	☐ RESORT LIQUOR LICENSE	☐ MANUFACTURER SATELLITE PERMIT
☐ OFF-PREMISE PACKAGE STORE	LIMITED RETAIL LIQUOR LICENSE (CLUB)	☐ WINERY SATELLITE PERMIT
☐ ON & OFF PREMISE BAR & PACKAGE STORE	☐ VETERANS CLUB	☐ COUNTY MALT BEVERAGE PERMIT
	☐ FRATERNAL CLUB	☐ SPECIAL MALT BEVERAGE PERMIT
	☐ GOLF CLUB	
	☐ SOCIAL CLUB	

SPECIAL STATUTORY DESIGNATIONS (CHOOSE ONLY ONE)		
☐ COMMERCIAL AIRPORT (W.S. 12-4-201(d)(iv))	☐ RESORT (W.S. 12-4-401(iv) / 12-5-201(f))	
☐ GOLF CLUB (W.S. 12-5-201(f))	☐ GOLF CLUB-POLIT. SUBDIVISION (W.S. 12-4-301(e) / 12-5-201(f))	
☐ GUEST RANCH (W.S. 12-5-201(f))	☐ Other:	

OPERATIONAL STATUS (To Assist the Liquor Division with scheduling inspections (W.S. 12-1-101(a)(xxi) / 12-2-301(c) / 12-4-103(a)(iv)))		
☒ FULL TIME	MONTHS OF OPERATION	from to ☒ All Year (Jan-Dec)
☐ SEASONAL	DAYS OF WEEK OF OPERATION	from to ☒ Every Day (Mon-Sun)
☐ NON-OPERATIONAL / PARKED	HOURS OF OPERATION	from 8am to 12pm ☒ 24 Hours a Day

ALL APPLICANTS MUST COMPLETE QUESTIONS 1- 3

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

Does the Applicant own or lease the licensed building?

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

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

☒ YES (lease)

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

- (i) Lease term expiration date; located on page 1 paragraph section 3.

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

- (ii) **Sales** provision for alcoholic or malt beverages: located, on page 1 paragraph section 2.

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

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

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

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

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

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

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

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

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

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

☐ YES ☒ NO

☐ YES ☒ NO

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

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

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

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

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

☐ YES ☐ NO

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

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

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

Does the resort complex:

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

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

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

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

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

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

☐ YES ☐ NO

☐ YES ☐ NO

☐ YES ☐ NO

☐ YES ☐ NO

☐ YES ☐ NO

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

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

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

9. LIMITED RETAIL (CLUB) LIQUOR LICENSE:

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

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

10. LIMITED RETAIL (CLUB) LIQUOR LICENSE:

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

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

11. LIMITED RETAIL (CLUB) LIQUOR LICENSE:

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

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

12. LIMITED RETAIL (CLUB) LIQUOR LICENSE:

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

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

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

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

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

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

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

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

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip DO NOT LIST PO BOXES	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock or Ownership Held	Have you been convicted within the previous 10 years of:	
						a Felony Violation Relating to Alcoholic Liquor or Malt Beverages?	any Violation Relating to Alcoholic Liquor or Malt Beverages?
Robyn Alexander	11/12/69	1808 Mortimore Ln	307330-4100	6	50%	YES ☐ NO ☒	YES ☐ NO ☒
Wade Alexander	8/28/66	1808 Mortimore Ln	307-330-8995	6	50%	YES ☐ NO ☒	YES ☐ NO ☒
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐

REQUIRED ATTACHMENTS:

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

OATH OR VERIFICATION

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

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

STATE OF WYOMING)
) SS.
COUNTY OF Fremont)

Signed and sworn to before me on this 20 day of January, 2025 that the facts alleged in the foregoing instrument are true by the following:

- 1) RA Alexander
(Signature)

Robyn Alexander
(Printed Name)

owner
Title
- 2) wade Alexander
(Signature)

wade Alexander
(Printed Name)

owner
Title
- 3) _____
(Signature)

(Printed Name)

Title
- 4) _____
(Signature)

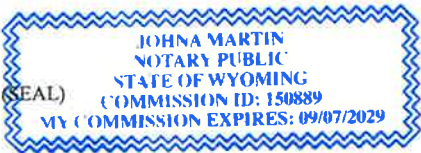
(Printed Name)

Title
- 5) _____
(Signature)

(Printed Name)

Title

Witness my hand and official seal:



Johna Martin
Signature of Notary Public
My commission expires: 09/07/2029

CITY OF LANDER - PUBLIC HEARING – ORDINANCE 2025-3
QWEST CORPORATION d/b/a CENTURYLINK QC FRANCHISE AGREEMENT

**AN ORDINANCE GRANTING A FRANCHISE TO QWEST CORPORATION d/b/a
CENTURYLINK QC ON BEHALF OF ITSELF AND ITS AFFILIATES
(“CENTURYLINK”) TO OPERATE AND MAINTAIN A TELECOMMUNICATIONS
SYSTEM (“SYSTEM”) IN THE CITY OF LANDER, WYOMING**

You are hereby notified that an opportunity will be given for you to give comment for or against the Franchise Agreement granting Qwest Corporaion d/b/a CentryLink , 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”) during a Public Hearing on the subject on February 11, 2025. The Franchise area is defined as the area within the legal boundaries of the City.

A Public Hearing and first reading will be held on February 11, 2025, 6:00 p.m. at the Lander City Hall, 240 Lincoln Street, Lander, Wyoming.

A summary of the proposed ordinance is available at the office of the City Clerk, 240 Lincoln St, Lander WY 82520, and on the City of Lander’s website in the News section of the home page: <https://www.landerwyoming.org>.

Written comments should be received by 5:00 pm, February 7, 2025. Written comments will be accepted by email to Lance Hopkin lhopkin@landerwyoming.org or by written comment to the address above.

For further information please contact Lance Hopkin at (307)332-3956.

Rachelle Fontaine
City Clerk

Published Lander Journal January 22, 2025, January 29, 2025 and February 5, 2025.

CITY OF LANDER, WYOMING
FINANCIAL REPORT
FOR THE FISCAL YEAR ENDED
JUNE 30, 2024

TABLE OF CONTENTS

FINANCIAL SECTION	<u>Page</u>
Independent Auditor's Report.....	1-3
Management's Discussion and Analysis.....	4-11
Basic Financial Statements	
Government-Wide Financial Statements	
Statement of Net Position.....	12
Statement of Activities.....	13
Fund Financial Statements	
Balance Sheet - Governmental Funds.....	14
Statement of Revenues, Expenditures, and Changes in Fund Balances - Governmental Funds...	15
Reconciliation of the Statement of Revenues, Expenditures, and Changes in Fund Balances of Governmental Funds to the Statement of Activities.....	16
Statement of Net Position - Proprietary Fund.....	17
Statement of Revenues, Expenses, and Changes in Fund Net Position - Proprietary Fund.....	18
Statement of Cash Flows - Proprietary Fund.....	19
Notes to the Financial Statements.....	20-48
Required Supplementary Information	
Budgetary Comparison Schedule (Non GAAP Basis) - General Fund.....	49
Schedule of the City's Proportionate Share of the Net Pension Liability	50-52
Schedule of City Contributions.....	53-55
Notes to Required Supplementary Pension Information.....	56
Other Supplementary Information	
Combining Balance Sheet - Special Revenue Funds.....	57
Combining Statement of Revenues, Expenditures, and Changes in Fund Balances - Special Revenue Funds.....	58
Detail Schedule of Departmental Expenditures by Object Classification - General Fund.....	59
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS.....	60
COMPLIANCE SECTION	
Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance With Government Auditing Standards	61-62
Independent Auditor's Report on Compliance for Each Major Program and on Internal Control over Compliance Required by Uniform Guidance	63-64
Schedule of Findings and Questioned Costs.....	65-66
Corrective Action Plan.....	67
Summary Schedule of Prior Audit Findings.....	68

945 LINCOLN STREET
LANDER, WYOMING 82520



PHONE 307.332.4545
WWW.307CPAS.COM

INDEPENDENT AUDITOR'S REPORT

Honorable Members of the City Council
City of Lander
Lander, Wyoming

Report on the Financial Statements

Opinions

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Lander, as of and for the year ended June 30, 2024, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Lander, as of June 30, 2024, and the respective changes in financial position, and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the City of Lander and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt of the City of Lander's ability to continue as a going concern for 12 months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City of Lander's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the City of Lander's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, budgetary comparison information, and required Governmental Accounting Standards Board pension schedules be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City of Lander's basic financial statements. The accompanying combining balance sheet and combining statement of revenues, expenditures, and changes in fund balance - special revenue funds, detail schedule of departmental expenditures by object classification - general fund, and schedule of expenditures of federal awards, as required by Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining balance sheet, combining statement of revenues, expenditures, and changes in fund balance - special revenue funds, detail schedule of departmental expenditures by object classification - general fund, and the schedule of expenditures of federal awards are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated January 13, 2025, on our consideration of the City of Lander's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City of Lander's internal control over financial reporting and compliance.

SUMMIT WEST CPA GROUP, P.C.

Summit West CPA Group, P.C.
Lander, Wyoming
January 13, 2025

CITY OF LANDER, WYOMING

MANAGEMENT'S DISCUSSION AND ANALYSIS

JUNE 30, 2024

This section of the City of Lander's annual financial report presents our discussion and analysis of the City's financial performance during the fiscal year that ended June 30, 2024. Please read it in conjunction with the transmittal letter at the front of this report and the City's financial statements, which immediately follow this section.

FINANCIAL HIGHLIGHTS

The assets of the City of Lander exceeded its liabilities and deferred inflows of resources at June 30, 2024 by \$87,454,173 (net position). Of this amount, unrestricted net position of \$14,992,344 is broken down as follows: Business-Type (Water and Sewer Fund) \$4,0090,627; and Governmental Type has various board designated amounts that are unrestricted according to the Government-wide definitions for net position classifications - approximately \$10,901,717. In 2015 the City was also subject to Government Auditing Standard Statements No. 68-71 which required the City to put the City's unfunded portion of the Net Pension Liability on the financial statements. This has impacted the net position negatively as the total liability was approximately \$3.6 million. This liability is not something the City is responsible for paying beyond normal contributions as required by the Wyoming Retirement System. Upon removing this number from the balance sheet, the City would have a larger positive unrestricted fund balance in both the general fund and enterprise fund.

- Sales tax revenues, mineral royalties, severance taxes, and special state distributions totaled \$5,989,105 while water and sewer utility charges total \$3,731,979.
- The increases in water and sewer income numbers are due to the annual increases made to the water and sewer rates. The City will continue to raise the water and sewer rates by 7% annually due to their proposed five year plan for improvements for water and sewer. The City received a \$45 million loan with grant forgiveness of approximately \$11.2 million with an interest rate of .25% from the State Land and Investments Board (SLIB). The City would complete a couple major water/sewer/curb gutter & street projects a year for a period of five years. The curb and gutter expenses on these projects will be paid out of the optional monies. The City had to show SLIB that they had this money in the bank to cover the cost of the curb and gutter; therefore, there weren't any big optional projects completed in the last couple of years to save these funds for these improvement projects. Therefore, the reason there is a larger amount of monies sitting in the unrestricted funds in general government.
- The City has actively been pursuing grants/loans to finance the Table Mountain Assisted Living and Memory Care facility. They were awarded grant funds from SLIB in the amount of \$2,000,000 along with the \$2,640,000 received from the American Rescue Plan Act (ARPA) funds from SLIB. This project is under the Housing Authority which also manages Push Root. However, the City wasn't able to secure enough funding to see this project through to date. We will complete the road and water project into this property with SLIB monies that were award, but will sit on the project for now until additional funds can be found. The City will be returning the monies received from ARPA that haven't been used.
- The City of Lander continues to work with FEMA to complete a flood mitigation plan. This plan is ongoing and the hope is to have the study completed in 2025.
- The City has all of the monies it was due from FEMA monies for the flood of 2017.
- The City has received funding for Safe Routes to School to enhance many traffic patterns, parking and sidewalks within city limits. These projects will take place in the Summer of 2025.

USING THIS ANNUAL REPORT

This discussion and analysis is intended to serve as an introduction to the City of Lander's basic financial statements. The City of Lander's basic financial statements comprise three components: 1) government-wide statements, 2) fund financial statements, and 3) notes to the financial statements.

Government-Wide Statements

The government-wide financial statements are designed to provide readers with a broad overview of the City's finances, in a manner like a private-sector business.

The **statement of net position** presents information on all of the City's assets and liabilities, with the difference between the two reported as net position. Over time, increases or decreases in net position may serve as a useful indicator as to whether the financial position of the City is improving or deteriorating.

The **statement of activities** presents information showing how the City's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of timing of related cash flows. Thus, revenues and expenses reported in this statement for some items will result in cash flows in future fiscal periods (e.g., uncollected taxes and earned but unused vacation leave).

Both of the government-wide financial statements distinguish functions of the City of Lander that are principally supported by taxes and intergovernmental revenues (*Governmental Activities*) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (*Business-Type Activities*). The Governmental Activities of the City of Lander include general government, public safety (police, fire, building inspection), public works (streets, parks, and cemetery), community development and services. The business-type activities include the water and sewer systems.

Fund Financial Statements

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. Some funds are required to be established by State law and bond covenants; however, the City Council establishes other funds to help control and manage money for specific purposes. All the City's funds can be divided into three categories: Governmental Funds, Proprietary Funds and Fiduciary Funds.

Governmental funds – Most of the City's basic services are reported in governmental funds, which focus on how money flows into and out of those funds and the balances left at year-end available for spending. The funds are reported using an accounting method called *modified accrual* accounting, which measures cash and all other financial assets that can readily be converted to cash. The governmental funds statements provide a detailed short-term view to cash, the governmental fund operations and the basic services it provides. Governmental fund information helps you determine whether there are more or fewer financial resources that can be spent in the near future to finance the City's programs.

Proprietary funds – When the City charges customers for the services it provides, these services are generally reported in proprietary funds. Proprietary funds are reported in the same way that all activities are reported in the Statement of Net Position and the Statement of Activities. The City's enterprise fund (proprietary fund) is the same as the business-type activity reported in the government-wide statements but provides more detail and additional information, such as cash flows.

Fiduciary funds – Fiduciary funds are used to account for resources held for the benefit of parties outside the government. The fiduciary funds are not reflected in the government-wide financial statements because the resources of those funds are not available to support the City's own programs.

Notes to Financial Statements

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

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The City as a whole:

	Governmental Activities 2023	Governmental Activities 2024	Business-Type Activities 2023	Business-Type Activities 2024	Total Primary Government 2023	Total Primary Government 2024
ASSETS						
Current and other assets	\$13,775,666	\$16,420,488	\$8,279,103	\$12,125,040	\$22,054,769	\$28,545,528
Capital assets	47,532,158	47,842,125	30,500,349	35,956,829	78,032,507	83,798,954
Total Assets	61,307,824	64,262,613	38,779,452	48,081,869	100,087,276	112,344,482
DEFERRED OUTFLOW OF RESOURCES						
Pension	1,692,526	827,612	1,779,110	1,806,786	3,471,636	2,634,398
LIABILITIES						
Current and other liabilities	2,108,320	1,224,114	2,981,910	7,262,287	5,090,230	8,486,401
Noncurrent liabilities						
Net pension liability	4,106,262	2,312,975	1,487,299	1,295,488	5,593,561	3,608,463
Compensated absences	131,355	158,119	60,773	72,463	192,128	230,582
Notes payable	3,046,138	2,850,621	5,051,844	4,533,431	8,097,982	7,384,052
Total Liabilities	9,392,075	6,545,829	9,581,826	13,163,669	18,973,901	19,709,498
DEFERRED INFLOW OF RESOURCES						
Leases	4,756,361	4,598,651	0	0	4,756,361	4,598,651
Pension	577,973	1,244,352	1,273,126	1,473,761	1,851,099	2,718,113
Property taxes	451,154	498,445	0	0	451,154	498,445
	5,785,488	6,341,448	1,273,126	1,473,761	7,058,614	7,815,209
NET POSITION						
Net investment in capital assets	39,479,891	40,024,122	25,112,441	31,014,086	64,592,332	71,038,208
Restricted for:						
Endowment - spendable	313,342	307,331	0	0	313,342	307,331
Special projects	271,717	270,763	0	0	271,717	270,763
Economic Development	482,752	699,015	0	0	482,752	699,015
Loan guarantee	0	0	146,512	146,512	146,512	146,512
Assigned						
Optional sales tax	4,607,730	7,026,251	0	0	4,607,730	7,026,251
Replacement fund	1,423,715	1,423,715	3,713,431	3,563,083	5,137,146	4,986,798
Retirement payout	411,106	411,106	450,000	450,000	861,106	861,106
Unrestricted	832,534	2,040,645	281,226	77,544	1,113,760	2,118,189
Total Net Position	\$47,822,787	\$52,202,948	\$29,703,610	\$35,251,225	\$77,526,397	\$87,454,173

This section contains a condensed comparison of revenues and expenses and explanations for significant differences. The following table shows the summarized revenues and expenses for fiscal year 2024 compared to 2023.

	Governmental Activities		Business-Type Activities		Total Primary Government	
	2023	2024	2023	2024	2023	2024
REVENUES						
Program Revenues						
Charges for services	\$ 978,353	\$ 1,044,947	\$ 3,723,370	\$ 3,731,979	\$ 4,701,723	\$ 4,547,828
Operating grants & contributions	1,250,742	496,495	0	0	1,250,742	496,495
Capital grants & contributions	3,023,762	2,032,067	695,987	5,877,313	3,719,749	7,909,380
General Revenues						
Property & vehicle taxes	896,161	935,424	0	0	896,161	786,236
Sales & use tax	3,645,094	3,760,269	0	0	3,645,094	3,456,120
Franchise fees	525,278	522,050	0	0	525,278	494,112
Other taxes	1,185,173	1,157,898	0	0	1,185,173	1,131,132
Mineral taxes	460,712	464,892	0	0	460,712	474,180
Severance taxes	271,726	272,061	0	0	271,726	271,629
Special state distributions	981,712	1,491,786	0	0	981,712	946,079
Investment earnings	218,359	527,933	152,558	329,036	370,917	(126,471)
Gain (loss) on sale of assets	0	0	0	5,055	0	(6,990)
Other revenue	26,039	225,127	0	0	26,039	92,702
Total Revenues	13,463,111	12,930,949	4,571,915	9,943,383	18,035,026	20,472,432
EXPENSES						
Current						
General government	2,734,640	2,322,319	0	0	2,734,640	2,322,319
Public safety	2,779,648	3,061,518	0	0	2,779,648	3,061,518
Public works	2,843,165	3,018,868	0	0	2,843,165	3,018,868
Water & wastewater	0	0	5,292,776	4,498,922	5,292,776	4,498,922
Total Expenses	8,357,453	8,402,705	5,292,776	4,498,922	13,650,229	12,901,627
Increase (decrease) in net position	\$5,105,658	\$4,528,244	(\$720,861)	\$5,444,461	\$4,384,797	\$7,570,805

Governmental activities saw a decrease in net position and business-type activities saw an increase in net position of approximately \$4.5 million and \$5.4 million, respectively, for fiscal years 2024 and 2023.

The City's Funds

Information on the City's major Governmental Funds begins on page 14. These funds are accounted for using the modified accrual basis of accounting. As the City completed the year, its General Funds reported a combined fund balance of \$14,876,256 in 2024 and \$11,388,956 in 2023 with the following are fund balance restrictions

	2023	2024
Restricted for special projects	\$ 313,342	\$ 270,763
Restricted for senior endowment	271,717	307,763
Economic Development	482,752	699,015

General government revenues by source is summarized as follows:

	Revenues by Source -	
	2023	2024
Taxes	76.00%	78.27%
License and fees	2.00%	3.12%
Fines and forfeitures	2.00%	1.42%
Intergovernmental	15.00%	7.96%
Charges for service	1.00%	2.21%
Investment income	1.00%	4.45%
Other revenue	1.11%	0.31%
WBCA grant chamber contributions	0.52%	0.15%
Rent	1.00%	2.10%
Total	100%	100%

General government expenditures include all administrative functions of the City (i.e. Council, Clerk, Treasurer, Finance, Attorney, Municipal Court, and Other General Accounts). Public Safety includes Police, Fire, Building Inspector, Emergency Management and Compliance, Engineering and Weed and Pest. Public Works includes Streets and Alleys, Building Repair and Maintenance, Airport, Cemetery, Maintenance Shop, Parks and Recreation, Rodeo Grounds and Public Works Administration.

	Expenses by Function -	
	2023	2024
General Government	\$ 2,848,612	\$ 2,322,319
Public Safety	2,779,648	3,061,518
Public Works	2,843,165	3,018,868
Capital Outlay	1,051,884	1,557,790
Total	\$ 9,523,309	\$ 9,960,495

General Fund Budgetary Highlights

Over the course of the year, the City Council revised the City budget one time. All of the recommended amendments for budget changes came through the City Treasurer's Office to City Council via resolution. Budget amendments require a public hearing and the opportunity for public discussion. The budget was amended due to increase/decrease between government departments and decrease in revenue.

Capital Assets and Debt Administration

Capital Assets

The City's investment in capital assets for its governmental and business-type activities as of June 30, 2024 amounts to \$79 million. This amount excludes infrastructure assets constructed prior to July 1, 2003.

Major capital additions during fiscal year 2024 included the completion waterline improvements, and the new water tank project was started. The table below provides a summary of net capital assets at June 30, 2024 compared to June 30, 2023

	Governmental Activities		Business-Type Activities		Total Primary Government	
	2023	2024	2023	2024	2023	2024
Land	\$ 4,125,614	\$ 4,125,614	\$ 0	\$ 0	\$ 4,125,614	\$ 4,125,614
Construction in progress	1,139,956	1,746,061	889,258	6,900,270	2,029,214	8,646,331
Building & improvements	21,736,463	21,849,448	1,077,926	1,077,926	22,814,389	22,927,374
Equipment	4,149,768	4,803,218	2,704,365	2,743,792	6,854,133	7,547,010
Vehicles	3,407,928	3,213,374	357,786	357,786	3,765,714	3,571,160
Office furniture	109,360	109,360	65,661	65,339	175,021	174,699
Infrastructure	22,175,949	22,207,108	0	0	22,175,949	22,207,108
Water distribution system	0	0	33,741,227	34,240,007	33,741,227	34,240,007
Sewer service system	0	0	12,706,453	12,722,171	12,706,453	12,722,171
Less: Accumulated Depreciation	(14,091,018)	(14,945,893)	(21,042,327)	(22,150,462)	(35,133,345)	(37,096,355)
Total Capital Assets	\$ 42,754,020	\$ 43,108,290	\$30,500,349	\$35,956,829	\$ 73,254,369	\$ 79,065,119

The City remains committed to the upkeep and maintenance of the City's largest assets. The City is continuing it's work funding and developing the replacement schedule for all assets.

Debt

Note 8 to the financial statement on page 35 provides a summary of the City's long-term debt. This pension liability is deceiving as it will not be required for the City to fund this pension obligation; however, Government Auditing Standard Statements No. 68-71 require the City to book this amount on their balance sheet.

Business-Type Activities

The loan advances are set to zero due to all projects being completed and closed. The change in fund balance for the enterprise fund was unallocated monies that had been previously restricted due to loan obligations. Council voted to reclassify them to unrestricted.

Economic Factors and Next Year's Budgets and Rates

The City has given substantial cost of living raises over the past two-year period. The amount of increase was 5.0% for 2024 and 8.7% for 2023. These increases in the wage schedule have enabled the City the leverage to fill their open positions with highly qualified individuals. These wages should also help retain the current talent that we have on staff. Along with increases in wages, the cost of insurance has increased by 4% for 2024 and 17.5% for 2023.

The City continues to work on their automation processes. The City is currently building databases using the software Airtable and Stacker. The processes have helped build efficiencies within the City to make better budget decisions. The City is currently completely "paperless" for the purchase order system. The City's goal to automate all manual processes within two years and have all forms online.

The future of Wyoming's dependency on oil and gas remains a concern for administration for future years. The City of Lander receives more than 77% of their total revenues from monies dictated through the legislature. The City is strongly advocating to their local legislators their need to maintain the municipalities at the current level of funding. The City has received additional funds for their supplemental distribution for the next biennium. These monies have not been mainstreamed into the budget. They have been designated to go to the equipment replacement fund or to the undesignated funds. The idea for this type of budgeting is that these monies are most likely temporary in nature and the City doesn't need to get used to spending monies that won't be permanent funding.

Contacting the City's Financial Management

This financial report is designed to provide our citizens, taxpayers, customers, and investors and creditors with a general overview of the City's finances and to show the City's accountability for the funds and assets it received. If you have questions about this report, or should you need additional financial information, contact the City Treasurer's Office at City of Lander, 240 Lincoln Street, Lander, WY 82520.

CITY OF LANDER, WYOMING
STATEMENT OF NET POSITION
JUNE 30, 2024

Section 8, ItemA.

	Primary Government		
	Governmental Activities	Business-Type Activities	Total
ASSETS			
Current Assets			
Other cash and investments	\$ 7,736,758	\$ 6,610,186	\$ 14,346,944
Restricted cash	1,277,109	146,512	1,423,621
Receivables, net			
Taxes receivable	937,060	0	937,060
Intergovernmental and grants receivable	1,382,439	0	1,382,439
Accounts receivable	257,541	409,462	667,003
Grants receivable	0	4,890,448	4,890,448
Internal balances	4,829,581	0	4,829,581
Inventory	0	68,432	68,432
Total Current Assets	<u>16,420,488</u>	<u>12,125,040</u>	<u>28,545,528</u>
Noncurrent Assets			
Interest receivable	95,974	0	95,974
Lease receivable	4,637,860	0	4,637,860
Fixed assets, net of accumulated depreciation	43,108,291	35,956,829	79,065,120
Total Noncurrent Assets	<u>47,842,125</u>	<u>35,956,829</u>	<u>83,798,954</u>
TOTAL ASSETS	<u>\$ 64,262,613</u>	<u>\$ 48,081,869</u>	<u>\$ 112,344,482</u>
DEFERRED OUTFLOW OF RESOURCES			
Pension	827,612	1,806,786	2,634,398
TOTAL DEFERRED OUTFLOW OF RESOURCES	<u>827,612</u>	<u>1,806,786</u>	<u>2,634,398</u>
LIABILITIES			
Current Liabilities			
Accounts payable and accrued expenses	\$ 943,898	\$ 1,927,681	\$ 2,871,579
Internal balances	0	4,835,630	4,835,630
Renter deposits	46,668	17,200	63,868
Current portion of long-term liabilities	233,548	481,776	715,324
Total Current Liabilities	<u>1,224,114</u>	<u>7,262,287</u>	<u>8,486,401</u>
Noncurrent Liabilities			
Net pension liability	2,312,975	1,295,488	3,608,463
Compensated absences	158,119	72,463	230,582
Notes payable	2,850,621	4,533,431	7,384,052
Total Noncurrent Liabilities	<u>5,321,715</u>	<u>5,901,382</u>	<u>11,223,097</u>
TOTAL LIABILITIES	<u>6,545,829</u>	<u>13,163,669</u>	<u>19,709,498</u>
DEFERRED INFLOW OF RESOURCES			
Leases	4,598,651	0	4,598,651
Pension	1,244,352	1,473,761	2,718,113
Property taxes	498,445	0	498,445
TOTAL DEFERRED INFLOW OF RESOURCES	<u>6,341,448</u>	<u>1,473,761</u>	<u>7,815,209</u>
NET POSITION			
Net investment in capital assets	40,024,122	31,014,086	71,038,208
Restricted			
Endowment - spendable	307,331	0	307,331
Special projects	270,763	0	270,763
Economic development	699,015	0	699,015
Loan guarantee	0	146,512	146,512
Board Designated - Unrestricted			
Optional 1% sales tax	7,026,251	0	7,026,251
Assigned replacement fund	1,423,715	3,563,083	4,986,798
Retirement payout	411,106	450,000	861,106
Unrestricted	<u>2,040,645</u>	<u>77,544</u>	<u>2,118,189</u>
TOTAL NET POSITION	<u>\$ 52,202,948</u>	<u>\$ 35,251,225</u>	<u>\$ 87,454,173</u>

See Notes to Financial Statements

**CITY OF LANDER, WYOMING
STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2022**

[illegible]

Section 8, Item A.

See Notes to Financial Statements

**CITY OF LANDER, WYOMING
BALANCE SHEET
GOVERNMENTAL FUNDS
JUNE 30, 2024**

	General Fund	Special Revenue Funds	Non-Major Fund Senior Center Trust Permanent Fund	Total Governmental Funds
ASSETS				
Other cash and investments	\$ 8,704,001	\$ 0	\$ 309,866	\$ 9,013,867
Cash with fiscal agent	0	0	0	0
Receivables, net				
Taxes	934,389	0	0	934,389
Intergovernmental and grants	29,888	1,352,831	0	1,382,719
Accounts receivable	257,541	0	0	257,541
Interest	0	0	2,392	2,392
Due from other funds	4,955,709	878,249	6,028	5,839,986
Total Assets	<u>\$ 14,881,528</u>	<u>\$ 2,231,080</u>	<u>\$ 318,286</u>	<u>\$ 17,430,894</u>
LIABILITIES AND FUND BALANCES				
Liabilities				
Accounts payable and accrued expenses	\$ 418,207	420,183	\$ 10,955	\$ 849,345
Accrued payroll	100,602	0	0	100,602
Due to other funds	0	1,004,354	0	1,004,354
Deposits	0	46,668	0	46,668
Total Liabilities	<u>518,809</u>	<u>1,471,205</u>	<u>10,955</u>	<u>2,000,969</u>
DEFERRED INFLOW OF RESOURCES				
Property taxes	<u>553,669</u>	<u>0</u>	<u>0</u>	<u>553,669</u>
Total Deferred Inflow of Resources	<u>553,669</u>	<u>0</u>	<u>0</u>	<u>553,669</u>
Fund Balances				
Restricted for				
Endowment - spendable	0	0	307,331	307,331
Special projects	270,763	0	0	270,763
Economic development	0	699,015	0	699,015
Optional 1% sales tax	7,026,251	0	0	7,026,251
Assigned				
Retirees	411,106	0	0	411,106
Equipment	1,423,715	0	0	1,423,715
Unassigned				
General fund	4,677,215	0	0	4,677,215
Special revenue funds	0	60,860	0	60,860
Total Fund Balances	<u>13,809,050</u>	<u>759,875</u>	<u>307,331</u>	<u>14,876,256</u>
Total Liabilities, Deferred Inflows, and Fund Balances	<u>\$ 14,881,528</u>	<u>\$ 2,231,080</u>	<u>\$ 318,286</u>	<u>\$ 17,430,894</u>
Total Fund Balances from above				\$ 14,876,256
Amounts reported for governmental activities in the statement of net position are different because:				
Capital assets used in governmental activities are not financial resources, and therefore are not reported in the funds.				43,108,291
Taxes receivable are not available to pay current period expenditures, and therefore are deferred in the funds.				55,221
Leases and related interest receivable are not available to pay current period expenditures, and therefore are deferred in the funds.				4,733,834
Deferred inflows of resources related to leases are applicable to future periods, and therefore not reported in the governmental fund statements.				(4,598,651)
Deferred outflows of resources related to pensions are applicable to future periods, and therefore not reported in the governmental fund statements.				827,612
Deferred inflows of resources related to pensions are applicable to future periods, and therefore not reported in the governmental fund statements.				(1,244,352)
Long-term liabilities, including compensated absences, are not due in the current period, and therefore are not reported in the funds.				(3,242,288)
Net pension liability				<u>(2,312,975)</u>
Net Position of Governmental Activities				<u>\$ 52,202,948</u>

See Notes to Financial Statements

CITY OF LANDER, WYOMING
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
FOR THE YEAR ENDED JUNE 30, 2024

Section 8, ItemA.

	<u>General Fund</u>	<u>Special Revenue Funds</u>	<u>Non-Major Funds Senior Center Trust Permanent Fund</u>	<u>Total Governmental Funds</u>
REVENUES				
Taxes	\$ 7,318,381	\$ 0	\$ 0	\$ 7,318,381
Licenses and fees	291,393	0	0	291,393
Fines and forfeitures	132,994	0	0	132,994
Intergovernmental and grants	744,571	2,881,323	0	3,625,894
Charges for services	206,616	495,157	0	701,773
Investment income	416,471	0	17,204	433,675
Rent	29,374	0	0	29,374
WBCA grant and chamber contributions	14,015	0	0	14,015
Other revenue	196,648	73,396	0	270,044
Total Revenues	<u>\$ 9,350,463</u>	<u>\$ 3,449,876</u>	<u>\$ 17,204</u>	<u>\$ 12,817,543</u>
EXPENDITURES				
Current				
General government	\$ 1,434,891	369,699	\$ 23,215	\$ 1,827,805
Public safety	2,951,994	0	0	2,951,994
Public works	1,619,866	0	0	1,619,866
Airport	0	471,997	0	471,997
Economic Development	0	630,245	0	630,245
Capital outlay	1,412,218	0	0	1,412,218
Total Expenditures	<u>7,418,969</u>	<u>1,471,941</u>	<u>23,215</u>	<u>8,914,125</u>
Excess of revenues over (under) expenditures	<u>1,931,494</u>	<u>1,977,935</u>	<u>(6,011)</u>	<u>3,903,418</u>
OTHER FINANCING SOURCES (USES)				
Operating transfers in/(out)	(113,200)	113,200	0	0
Other financing sources - Proceeds from long-term debt	0	0	0	0
Other financing uses - loan payments	(134,085)	(133,950)	0	(268,035)
Total Other Financing Sources (Uses)	<u>(247,285)</u>	<u>(20,750)</u>	<u>0</u>	<u>(268,035)</u>
Excess of revenues and other sources over (under) expenditures and other uses	1,684,209	1,957,185	(6,011)	3,635,383
RESTATED FUND BALANCES - JULY 1	12,124,841	(1,197,310)	313,342	11,240,873
FUND BALANCES - JUNE 30	<u>\$ 13,809,050</u>	<u>\$ 759,875</u>	<u>\$ 307,331</u>	<u>\$ 14,876,256</u>

CITY OF LANDER, WYOMING
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS
TO THE STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2024

Amounts reported for governmental activities in the statement of activities (page 13) are different because:

Net change in fund balances - total governmental funds (page 15)	\$ 3,635,383
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Governmental funds report capital outlays as expenditures. However, in the statement of activities, the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense.

Capital asset additions	1,557,790
Depreciation expense	(1,203,520)

The issuance of long-term debt (e.g., bonds, leases) provides current financial resources to governmental funds while the repayment of the principal of long-term debt consumes the current financial resources of governmental funds. This amount is the net effect of those differences in the treatment of long-term debt and related items:

Leases and other changes	10,000
Loan proceeds	0
Principal payments	208,035

The change in lease receivables and deferred inflows of resources for leases is a result of the economic resources measurement focus and accrual basis of accounting used in the government-wide statements. These adjustments recognize revenue when earned rather than when received, as reported in the governmental funds

113,406

The net pension expense is an actuarial calculation and does not require the use of current financial resources and it is excluded as an expenditure in governmental funds. Additionally, since the current year contributions to the pension plan will be included in the subsequent year's pension expense calculation, those contributions should not be considered in the government-wide statements.

Change in net pension liability	(1,793,287)
Change in pension related deferred outflows and inflows of resources	1,899,690

Revenues in the statement of activities that do not provide current financial resources are not reported as revenues in the funds.

Change in deferred revenues	47,218
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Some expenses reported in the statement of activities do not require the use of current financial resources, and therefore are not reported as expenditures in governmental funds.

Change in compensated absences	53,529
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Change in Net Position of Governmental Activities (page 13)	\$ 4,528,244
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CITY OF LANDER, WYOMING
STATEMENT OF NET POSITION
BUSINESS-TYPE ACTIVITIES - PROPRIETARY FUND
JUNE 30, 2024

Section 8, Item A.

	<u>Water and Sewer Fund</u>
ASSETS	
Current assets	
Other cash and investments	\$ 6,610,186
Restricted cash	146,512
Accounts receivable, net	409,462
Grants receivable	4,890,448
Inventory on hand and material for repairs	<u>68,432</u>
Total Current Assets	<u>12,125,040</u>
Noncurrent assets	
Fixed assets, net	<u>35,956,829</u>
Total Noncurrent Assets	<u>35,956,829</u>
Total Assets	<u>\$ 48,081,869</u>
DEFERRED OUTFLOW OF RESOURCES	
Pension	<u>1,806,786</u>
LIABILITIES	
Current liabilities	
Accounts payable and accrued expenses	1,897,181
Accrued payroll	30,500
Deferred revenue	17,200
Due to other funds	4,835,630
Current portion of compensated absences	72,464
Current portion of notes payable	<u>409,312</u>
Total Current Liabilities	<u>7,262,287</u>
Noncurrent liabilities	
Compensated absences	72,463
Notes payable	4,533,431
Net pension liability	<u>1,295,488</u>
Total Noncurrent Liabilities	<u>5,901,382</u>
Total Liabilities	<u>13,163,669</u>
DEFERRED INFLOW OF RESOURCES	
Pension	<u>1,473,761</u>
NET POSITION	
Net investment in capital assets	31,014,086
Restricted	
State Land & Investment Board (SLIB) loan reserves	146,512
Board Designated - Unrestricted	
Equipment replacement	3,563,083
Retirement payouts	450,000
Unrestricted	<u>77,544</u>
Total Net Position	<u>\$ 35,251,225</u>

See Notes to Financial Statements

CITY OF LANDER, WYOMING
STATEMENT OF REVENUES, EXPENSES AND
CHANGES IN FUND NET POSITION
BUSINESS-TYPE ACTIVITIES - PROPRIETARY FUND
FOR THE YEAR ENDED JUNE 30, 2024

	Water and Sewer Fund
OPERATING REVENUES	
Charges for goods and services	\$ 3,731,979
Total Operating Revenues	<u>3,731,979</u>
OPERATING EXPENSES	
Salaries and benefits	1,729,450
Contractual services	819,038
Materials and supplies	694,349
Depreciation	<u>1,117,402</u>
Total Operating Expenses	<u>4,360,239</u>
Operating income (loss)	<u>(628,260)</u>
NONOPERATING REVENUES (EXPENSES)	
Investment income	329,036
Grant revenues	5,877,313
Gain (loss) on sale of capital assets	5,055
Project costs	(16,866)
Interest expense	<u>(121,817)</u>
Total Nonoperating Revenues (Expenses)	<u>6,072,721</u>
Change in Net Position	5,444,461
TOTAL RESTATED NET POSITION - JULY 1	<u>29,806,764</u>
TOTAL NET POSITION - JUNE 30	<u><u>\$ 35,251,225</u></u>

CITY OF LANDER, WYOMING
STATEMENT OF CASH FLOWS
BUSINESS-TYPE ACTIVITIES - PROPRIETARY FUND
FOR THE YEAR ENDED JUNE 30, 2024

Section 8, Item A.

	Water and Sewer Fund
CASH FLOWS FROM OPERATING ACTIVITIES	
Cash received from service users	\$ 3,601,270
Cash paid for goods and services	(3,016,513)
Cash paid to employees	(1,717,760)
Net cash provided by (used in) operating activities	<u>(1,133,003)</u>
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES	
Cash received from (used in) federal grant projects	5,877,313
Cash increase (decrease) in net amount due (to) from other funds	2,656,691
Net cash provided by (used in) noncapital financing activities	<u>8,534,004</u>
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES	
Interest paid on debt	(121,817)
Payments for capital acquisitions	(6,764,872)
Principal paid on capital debt	(518,413)
Net cash provided by (used in) capital and related financing activities	<u>(7,405,102)</u>
CASH FLOWS FROM INVESTING ACTIVITIES	
Investment income	329,036
Net cash provided by (used in) investing activities	<u>329,036</u>
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	324,935
CASH AND INVESTMENTS IN TREASURY AND OTHER CASH	
Balances - July 1	<u>6,431,763</u>
Balances - June 30	<u><u>\$ 6,756,698</u></u>
RECONCILIATION OF OPERATING INCOME (LOSS) TO NET CASH PROVIDED BY (USED FOR) OPERATING ACTIVITIES	
Operating income (loss)	\$ (628,260)
Adjustments to reconcile operating income (loss) to net cash provided by (used for) operating activities	
Depreciation	1,117,402
Change in assets/outflows - (increase) decrease	
Accounts and grants receivable	(3,116,205)
Inventory	4,665
Deferred outflows of resources	(27,676)
Change in liabilities/inflows - increase (decrease)	
Accounts payable and accrued expenses	1,512,247
Pension liability	(191,811)
Deferred inflows of resources	200,635
Deferred revenue	(4,000)
NET CASH PROVIDED BY (USED FOR) OPERATING ACTIVITIES	<u><u>\$ (1,133,003)</u></u>
NON-CASH INVESTING AND FINANCING TRANSACTIONS	
Net increase (decrease) in fair value of investments	<u><u>\$ 17,907</u></u>

See Notes to Financial Statements

CITY OF LANDER, WYOMING
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2024

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The financial statements of the City of Lander, Wyoming (the City) have been prepared in conformity with accounting principles generally accepted in the United States of America (GAAP) as applied to governmental units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. Significant City accounting policies are described below.

Reporting Entity

The City of Lander, Wyoming operates under a Mayor-Council form of government and provides the following services as authorized by its charter: public safety (police and fire), streets, sanitation, health and social services, recreation, public improvements, planning and zoning, and general administrative services.

The legislative branch of the City government is composed of an elected Mayor and six elected City Council members. The establishment and adoption of policy is the responsibility of the Mayor and City Council members. The Mayor and Council members appoint the following officials: Assistant to the Mayor, the Fire Administrator, Clerk, Treasurer, Chief of Police, Public Works Director, City Attorney, and Municipal Court Judge.

The accompanying financial statements present the primary government. The City has no oversight responsibility for any other governmental entity since no other entities are considered to be controlled by, or dependent on, the City. Control or dependence is determined on the basis of budget adoption, taxing authority, funding, and appointment of the respective governing board. All potential component units have been considered for possible inclusion in the reporting entity.

Related Organizations

The City is responsible for appointing members to the boards of other organizations, but is not accountable for these organizations. The following related organizations are not included in the reporting entity:

- **Planning Commission** – seven member board, all appointed by the City Council.
- **City of Lander Housing Authority** – In February 1979, the City of Lander, Wyoming created a Housing Authority, pursuant to Wyoming Statutes, for the creation and operation of Pushroot Village, a senior citizen housing project. The Housing Authority borrowed \$1,484,000 from the Farmers Home Administration for building the facility, which is payable over 50 years solely from its operating revenues. Although the Authority's Board is appointed by the Mayor and City Council, the City does not have the ability to significantly influence operations, and does not have the absolute authority over all funds vested within its jurisdiction.

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (cont.)

Related Organizations (cont.)

Jointly Governed Organizations

- *Fremont County Association of Governments (FCAG)* – This is a joint powers board consisting of the following municipalities: Fremont County, Town of Pavillion, Town of Hudson, Town of Shoshoni, Town of Dubois, City of Riverton, and the City of Lander. The FCAG was created to plan, create, expand, finance, and operate any or all of the projects set forth in Section 16-1-104 c., Wyoming Statutes, 1997 amended. The FCAG Board consists of the six mayors of Fremont County and one County Commissioner. The "Mission" of the FCAG is "Cooperating to Enhance Quality Public Services."

The City provides annual support to the FCAG when needed. For the year ended June 30, 2024, the City paid \$8,000 to the FCAG.

A copy of the audited financial statements of the FCAG is available for inspection at their office.

- *Tiger Joint Powers Board (Tiger)* – This is a joint powers board that was created in October 2004 through the joint efforts of the City of Lander, Wyoming and Fremont County School District Number 1. Tiger was formed for the purpose of developing a downtown Lander business park by demolishing the old Lander Valley High School, making improvements to the site, installing infrastructure, and marketing the lots to provide economic development and community improvement. The Tiger board consists of five members, two appointed by the City of Lander, Wyoming, and three appointed by Fremont County School District Number 1. Members serve terms of varying length.

The City serves as the pass-through agent on the state grant providing the funding for the project.

Government-Wide and Fund Financial Statements

The government-wide financial statements (i.e. the Statement of Net Position and Statement of Activities) report information on all of the non-fiduciary activities of the primary government. For the most part, the effect of interfund activity has been removed from these statements. *Governmental activities*, which normally are supported by taxes and intergovernmental revenues, are reported separately from *business-type activities*, which rely to a significant extent on fees and charges for support.

The Statement of Activities demonstrates the degree to which the direct expenses of a given function or segment are offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment. *Program revenues* include: (1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment, and (2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as *general revenues*.

Separate financial statements are provided for governmental funds, proprietary funds, and fiduciary funds (when applicable), even though the latter are excluded from the government-wide financial statements. Major individual governmental and enterprise funds are reported as separate columns in the fund financial statements.

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (cont.)

Measurement Focus, Basis of Accounting, and Financial Statement Presentation

Government-Wide Financial Statements

The government-wide financial statements are reported using the *economic resources measurement focus* and the *accrual basis of accounting*, as are the proprietary fund and private-purpose trust fund financial statements. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements.

Amounts reported as *program revenues* include: (1) charges to customers or applicants for goods, services, or privileges provided, (2) operating grants and contributions, and (3) capital grants and contributions, including special assessments. Internally dedicated resources are reported as *general revenues* rather than as program revenues. Likewise, general revenues include all taxes.

Fund Financial Statements

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the City considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. The remaining receivables have been classified as deferred revenues and will be recognized as revenue in the period of the actual receipt. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences and claims and judgments, are recorded only when payment is due.

Property taxes, other taxes, franchise fees, licenses, and interest associated with the current fiscal period, are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. All other revenue items are considered to be measurable and available only when cash is received by the City.

The City reports the following major governmental funds:

- **General Fund** – The General Fund is the City's primary operating fund. It accounts for all financial resources not accounted for and reported in another fund.
- **Special Revenue Fund** – Special Revenue Fund account for the proceeds of specific revenue sources that are restricted or committed to expenditure for specified purposes other than debt service or capital projects.
- **Senior Center Trust Permanent Fund** – This fund accounts for the restricted spendable endowment for the operations of the Senior Center.

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (cont.)

Fund Financial Statements (cont.)

The City reports the following major proprietary fund:

- **Water and Sewer Fund** – The Water and Sewer Fund is an enterprise fund that accounts for the water and sewer services provided to residential and commercial users in the City of Lander, Wyoming. Additionally, the City reports the following fund types:
- **Capital Projects Fund** – Capital Projects Fund accounts for all financial resources that are restricted, committed, or assigned to expenditure for capital outlays.
- **Enterprise Fund** – The City's only enterprise fund is the Water and Sewer Fund (see above). An Enterprise Fund accounts for operations (1) that are financed and operated in a manner similar to private business enterprises - where the intent of the governing body is that the costs (expenses, including depreciation) of providing goods or services to the general public on a continuing basis be financed or recovered primarily through user charges; or (2) where the governing body has decided that periodic determination of revenues earned, expenses incurred, and/or net income is appropriate for capital maintenance, public policy, management control, accountability, or other purposes.
- **Agency Fund** – This fund type accounts for assets which are held by the City in a trustee capacity or as an agent for individuals, private organizations, other governments and/or other funds. The City has no agency funds as of June 30, 2024. Agency funds are custodial in nature (assets equal liabilities) and do not involve measurement of results of operations.
- **Permanent Fund** – The Senior Center Trust Fund is a permanent fund that accounts for resources that are restricted to the extent that the principal amount, as well as earnings, may be used for maintenance of the City's Senior Citizen Center.

The financial statements of the City have been prepared in conformity with generally accepted accounting principles as applied to governmental units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for governmental accounting and financial reporting principles.

Proprietary funds distinguish *operating* revenues and expenses from *non-operating* items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenue of the City's enterprise fund is charges to customers for sales and services. Operating expenses for the enterprise fund include the cost of sales and services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as non-operating revenues and expenses.

The City applies restricted resources when an expense is incurred for purposes for which both restricted and unrestricted Net Position are available.

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (cont.)

Cash and Cash Equivalents

The City considers cash and cash equivalents to consist of all cash, either on hand or in banks, including time deposits and any highly liquid debt instruments purchased with a maturity of three months or less.

Investments

The City follows GASB Codification Section N50. That section requires most investments to be reported at their fair value. Unrealized gains and losses on investments are included in the statements of revenues, expenditures and changes in fund balances for governmental fund types and in the statement of revenues, expenses and changes in fund Net Position for proprietary fund types.

Accounts Receivable

Water and sewer fund customer accounts receivable and other miscellaneous accounts receivable in the general fund are recorded at the amount the City expects to collect on balances outstanding at year-end. Balances unpaid for more than 30 days are considered past due. Water and sewer fund customer accounts receivable balances that are more than 90 days past due are approximately \$9,968 as of June 30, 2024. Miscellaneous accounts receivable in the general fund that are more than 90 days past due are \$0 as of June 30, 2024.

Leases Receivable

The City's leases receivable are measured at the present value of lease payments expected to be received during the lease term. A deferred inflow of resources is recorded at the initiation of the lease in an amount equal to the initial recording of the lease receivable. The deferred inflow of resources is amortized on a straight-line basis over the term of the lease.

Allowance for Uncollectible Accounts

Receivables have been reported net of the allowance for uncollectible accounts. The allowance is estimated based on prior experience. The allowance for uncollectible accounts as of June 30, 2024 is \$0.

Inventory

Materials and supplies used in the Water and Sewer Fund are recorded as inventory at the lower of cost or net realizable value and expensed when consumed. Office supplies and other non-inventory items are expensed in the period purchased.

Encumbrances

Encumbrance accounting, under which purchase orders, contracts, and other commitments for the expenditure of funds are recorded in order to reserve that portion of the applicable appropriation, is employed as an extension of formal budgetary integration in governmental funds. Encumbrances outstanding at year-end are reported as reservations of fund balances since they do not constitute expenditures or liabilities.

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (cont.)

Restricted Assets

Certain proceeds of a City capital facilities tax, as well as certain resources set aside for bonded debt repayment, are classified as restricted assets on the government-wide financial statements and governmental funds financial statements balance sheets because their use is limited by applicable debt covenants and/or laws and regulations. The restricted assets are used to report resources set aside to: (1) provide a reserve for debt service, and (2) provide a reserve for endowment.

Capital Assets

- **Capitalization and Valuation** Capital assets, which include property, plant, and equipment, are reported in the applicable governmental or business-type activities columns in the government-wide financial statements. Expenditures for capital assets having a useful life greater than five years and a value greater than \$5,000 are capitalized. Individual items having a lesser value may be capitalized if they are purchased in a group. Capital assets are recorded at historical cost or estimated historical cost if purchased or constructed. Approximately \$3,329,400 of capital assets of governmental activities and \$7,000,000 of capital assets of business-type activities are carried at estimated cost. Estimates were made by City personnel. Donated capital assets are recorded at estimated fair market value at the date of donation. Major outlays for capital assets and improvements are capitalized as projects are constructed. Interest incurred during the construction phase of business-type activities is included as part of the capitalized value of the assets constructed.

- **Depreciation Method and Useful Lives** Property, plant, and equipment are depreciated using the straight-line method over the following estimated useful lives:

Buildings and improvements	50 years
Equipment	10 years
Office furniture	5-10 years
Vehicles	10-25 years
Water and sewer systems	50 years

- **Capitalization of Infrastructure** The governmental activities column in the government-wide financial statements does not reflect those infrastructure asset projects completed before July 1, 2003. However, they do reflect those assets that were completed subsequent to June 30, 2003. City management decided the capitalization of infrastructure put in place prior to July 1, 2003 would be cost prohibitive and not useful as a management tool.

Compensated Absences

City policy permits employees to accumulate a limited amount of earned, but unused vacation and sick leave. These benefits are payable to employees upon separation from service. All leave pay is accrued when incurred in the government-wide and proprietary fund financial statements. A liability for these amounts is reported. The City considers approximately 50 percent of this liability current and due within one year.

All vacation and sick pay is accrued when incurred in the government-wide and proprietary fund financial statements. A liability for these amounts is reported in governmental funds only if they have matured, for example, as a result of employee resignations and retirements.

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (cont.)

Deferred Inflows and Outflows of Resources

Deferred Outflows of Resources – In addition to assets, the statement of net position will report a separate section for deferred outflows of resources. *Deferred Outflows of Resources*, represents a consumption of net position that applies to a future period and so will not be recognized as an expense or expenditure until then. The City has one item that meets this criterion: pension deferrals.

Deferred Inflows of Resources – In addition to liabilities, the statement of net position will report a separate section for deferred inflows of resources. *Deferred Inflows of Resources*, represents an acquisition of net position that applies to a future period and so will not be recognized as revenue until then. The City has three items that meet the criterion for this category: pension deferrals, property taxes, and leases.

Interfund Receivables and Payables

All outstanding balances between funds are reported as “due to/from other funds.” Any residual balances outstanding between the governmental activities and business-type activities are reported in the government-wide financial statements as “internal balances.”

Interfund Transfers

Transactions that constitute reimbursements to a fund for expenditures/expenses initially made from it that are properly applicable to another fund, are recorded as expenditures/expenses in the reimbursing fund and as reductions of expenditures/expenses in the fund that is reimbursed. All other interfund transactions, except quasi-external transactions and reimbursements, are reported as transfers.

Estimates

The accounting policies of the City of Lander, Wyoming conform to U.S. generally accepted accounting principles (GAAP) as applicable to governments. Preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect certain reported amounts and related disclosures. Actual results could differ from those estimates.

Fund Balance

The City uses the fund balance definitions in GASB Codification Section 1800 for financial reporting for all governmental fund types. The definitions provide more clearly defined fund balance categories to make the nature and extent of the constraints placed on a government's fund balances more transparent. The following classifications describe the relative strength of the spending constraints:

- **Nonspendable fund balance** – amounts that are in nonspendable form (such as inventory) or are required to be maintained intact.
- **Restricted fund balance** – amounts constrained to specific purposes by their providers (such as grantors, bondholders, and higher levels of government) through constitutional provisions, or by enabling legislation.
- **Committed fund balance** – amounts constrained to specific purposes by the City itself enacted by resolution of the City Council. Committed fund balance cannot be used for any other purpose unless the commitment expires as set forth in the resolution, or a new resolution is enacted by the City Council.

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (cont.)

Fund Balance (cont.)

- **Assigned fund balance** – amounts the City intends to use for a specific purpose. Intent can be expressed by the City Council or by an official or body to which the City Council delegates authority.
- **Unassigned fund balance** – amounts that are available for any purpose. Positive amounts are reported only in the general fund.

The City utilizes restricted fund balances first, followed by committed resources, and then assigned resources.

The City Council establishes (and modifies or rescinds) fund balance commitments by passage of an ordinance or resolution. This is typically done through adoption and amendment of the budget. A fund balance commitment is further indicated in the budget document as a designation or commitment of the fund (such as for special incentives). Assigned fund balance is established by City Management through adoption or amendment of the budget as intended for a specific purpose (such as the purchase of fixed assets, construction, debt service, or for other purposes).

The City Council has not elected to adopt a minimum fund balance policy as of June 30, 2024. It is the responsibility of the general fund to cover shortages in fund balance for the other funds besides the enterprise fund. In some cases the City may elect to formally loan money from the enterprise fund to the respective fund with a shortfall.

Net Position

In the proprietary fund financial statements, Net Position consists of restricted and unrestricted amounts. The City records restrictions to indicate that a portion of the Net Position is segregated for a specific future use and does not represent current available expendable financial sources. Following is a list of all restrictions used by the City and a description of each:

- **Restricted for endowment** – See note 13 for additional information on the restricted net position regarding the senior center permanent trust.
- **Restricted for special projects** – The City of Lander over the years has received various donations made for a specific purpose. The majority of all the donations are specified for the future perpetual care of Mount Hope Cemetery.
- **Restricted for economic development** – In August of 2020, the constituents within Fremont County approved and passed an economic development excise tax. The tax is collected at the State level and remitted to the City of Lander monthly with the restriction to spend the proceeds on specific economic development.
- **Restricted for loan guarantee** – In 2012, the City was awarded two loans from the State Land and Investment Board to upgrade water lines and sewage lagoons. As part of the conditions for the loans noted above, the City is required to fund a cumulative debt reserve totaling \$146,512. This fund is to be used for repairs and maintenance on both of the structures.
- **Council designated** – The City Council has elected to designate funds for future State Land and Investment Board loans and the related projects that are underway in order to budget for unanticipated cost overruns and changes to the initial project scopes. The City Council has further designated funds to replace aging equipment that may be cost prohibitive to repair. Lastly the City Council has elected to designate \$411,106 for payouts from the general fund and \$450,000 from water sewer funds to retirees.

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (cont.)

Net Position (cont.)

As of June 30, 2024, the City has approximately 21 employees in the City that are eligible for retirement over the next six years.

The City Council has designated \$4,986,798 to be used for future emergency equipment replacement that may be needed during normal City operations; \$1,423,715 from general fund and \$3,563,083 from water sewer funds.

- **Unrestricted** – Water and Sewer Fund unrestricted Net Position is restricted by state law for (1) the general operation of the water and sewer fund, and (2) the retirement of any bonds issued to fund the construction of water and sewer plants. Only after all bonds have been retired can water and sewer fund Net Position be transferred to the general fund.

New and Upcoming Accounting Pronouncements

The following are Statements of the Governmental Accounting Standards Board (GASB) that are, or will be, applicable to the District. At June 30, 2024, the City was aware of the following new standards issued by GASB:

Implemented in the Current Year

- None

Not Yet Implemented

- GASB Statement No. 101, *Compensated Absences*, effective for fiscal year beginning after December 15, 2023.

In June 2022, the GASB issued Statement No. 101, *Compensated Absences*. The objective of this Statement is to better meet the information needs of financial statement users by updating the recognition and measurement guidance for compensated absences. That objective is achieved by aligning the recognition and measurement guidance under a unified model and by amending certain previously required disclosures.

This Statement requires that liabilities for compensated absences be recognized for (1) leave that has not been used and (2) leave that has been used but not yet paid in cash or settled through noncash means. A liability should be recognized for leave that has not been used if (a) the leave is attributable to services already rendered, (b) the leave accumulates, and (c) the leave is more likely than not to be used for time off or otherwise paid in cash or settled through noncash means. Leave is attributable to services already rendered when an employee has performed the services required to earn the leave. Leave that accumulates is carried forward from the reporting period in which it is earned to a future reporting period during which it may be used for time off or otherwise paid or settled. In estimating the leave that is more likely than not to be used or otherwise paid or settled, a government should consider relevant factors such as employment policies related to compensated absences and historical information about the use or payment of compensated absences. However, leave that is more likely than not to be settled through conversion to defined benefit postemployment benefits should not be included in a liability for compensated absences.

This Statement amends the existing requirement to disclose the gross increases and decreases in a liability for compensated absences to allow governments to disclose only the net change in the liability (as long as they identify it as a net change). In addition, governments are no longer required to disclose which governmental funds typically have been used to liquidate the liability for compensated absences.

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (cont.)

New and Upcoming Accounting Pronouncements (cont.)

The requirements of this Statement are effective for fiscal years beginning after December 15, 2023, and all reporting periods thereafter. Earlier application is encouraged.

The City is evaluating the impact that the above GASB statement will have on its financial reporting

NOTE 2 - BUDGETS AND BUDGETARY ACCOUNTING

The City follows these procedures in establishing the budgetary data reflected in the financial statements:

- Prior to May 15, the City Treasurer submits to the City Council a proposed operating budget for the fiscal year commencing that July 1. The operating budget includes proposed expenditures and the means of financing them for the upcoming year, along with estimates for the current year and actual data for the two preceding years.
- Public hearings are conducted on the third Tuesday of June to obtain taxpayer comments.
- The budget is legally adopted through passage of a resolution. All appropriations, except for capital project funds, lapse at the end of each fiscal year.
- The City Council can, after adequate public notice and a public hearing, amend the budget.
- Budgets for the governmental and proprietary fund types are adopted on a basis generally consistent with generally accepted accounting principles (GAAP). The general fund expenditure classifications for GAAP and budgetary purposes differ due to classification of expenditures. Budgeted amounts are the final authorized amounts as revised during the year. The original budget for the fiscal year has been amended.

The following table summarizes the adjustments necessary to reconcile the GAAP basis statements to the budgetary basis statements for the General Fund.

GAAP Basis	\$ 1,684,209
Net Adjustments for Revenue Accruals	28,843
Net Adjustments for Expenditure Accruals	125,852
Budget Basis	<u>\$ 1,838,904</u>

NOTE 3 - PROPERTY TAXES

The City's property taxes are levied at the County level on October 1 of each year. The County Assessor is responsible for assessment of all taxable real property within Fremont County. The County Treasurer computes the annual tax for each parcel of real property and prepares tax books used as the basis for issuing tax bills to all taxpayers in the County. Property taxes are collected by the County Treasurer, who remits to each unit its respective share of the collections. Provided the payments are timely, the tax can be paid in two equal installments on November 10 and May 10, or the tax may be paid in full on December 31 with no interest accrual. Taxes collected are distributed after the end of each month.

The property tax levy becomes an enforceable lien against the property on December 1 of the preceding levy year. In accordance with GASB Statement No. 65, a property tax receivable has been recorded at 50% of the amount levied for the City as of the following August. This receivable is reported as a deferred inflow of resources and will be recognized as revenue in the period for which the taxes are levied. An allowance for doubtful accounts, equal to 1% of the receivable, has been recorded at year-end to account for potential uncollectible amounts.

NOTE 4 - CASH AND INVESTMENTS

Cash in treasury represents deposits included in the City's combined cash fund. Each fund's share of the deposits are accounted for separately in the financial statements. Negative cash in treasury figures represents borrowings from the pool. In all such cases, cash flows sufficient to reimburse the pool for the temporary borrowings are anticipated. Earnings from the cash in treasury are allocated to the various funds based on each fund's ownership percentage.

Other cash represents deposits and investments not included in the combined cash fund.

Statutes authorize the City to invest in various instruments of the federal government and its agencies, savings certificates of savings and loan associations, bank certificates of deposit, and investment pools that purchase allowable investments. The City invests cash in excess of immediate operational needs in authorized investment pools, certificates of deposit, and other approved investment vehicles in accordance with state statutes and the City's investment policy.

Custodial Credit Risk of Bank Deposits

Custodial credit risk is the risk that, in the event of a bank failure, the City's deposits may not be returned. The City's deposit policy for custodial credit risk requires compliance with state laws, which mandate that all deposits in financial institutions be fully collateralized or insured.

As of June 30, 2024, the City's bank balance was \$1,153,799. Of this amount, \$250,000 was insured by the Federal Deposit Insurance Corporation (FDIC). The remaining balance of \$903,799 was collateralized with securities held by the pledging financial institution's trust department or agent in the City's name. The City does not have a formal policy for custodial credit risk beyond the requirements of state law.

Custodial Credit Risk of Investments

Custodial credit risk is the risk that, in the event of a failure of the counterparty, the City would not be able to recover the value of its investments or collateral securities held by an outside party. Securities held in pooled investment accounts are maintained in safekeeping by a third-party trust in the name of the investment pool.

As of June 30, 2024, the City had \$10,984,598 invested in an external investment pool administered by the State Treasurer, \$785,366 invested with an asset management firm,

NOTE 4 - CASH AND INVESTMENTS (cont.)

Custodial Credit Risk of Investments (cont)

\$65,895 invested in a government investment fund, and \$3,048,265 invested in certificates of deposit. These investments comply with the City's investment policy and applicable state statutes.

The City's certificates of deposit mature in 1 to 56 months and have interest rates ranging from 3.15% to 3.56% as of June 30, 2024

Fair Value of Investments

The Wyo-Star Investment Pool and Wyoming Government Investment Fund are external investment pools administered by the Wyoming State Treasurer. These pools invest in various securities including equities, bonds, real estate investment trusts, fixed income investments, and various private equity offerings. Wyo-Star investment pool reports their investments at amortized cost, which they believe approximates fair value. It holds investments that fall into each of the three categories as described below.

Management has determined the Wyoming Government Investment Fund qualifies as a Level 1 investment, excluding Certificates of Deposit which are specifically excluded from Government Accounting Standards Board Statement (GASB) No. 72, *Fair Value Measurement and Application*.

The City has invested funds with an external investment company, mostly in Certificates of Deposit which are specifically excluded from Government Accounting Standards Board Statement (GASB) No. 72, *Fair Value Measurement and Application*. One investment with this company qualifies for fair value reporting below.

The City defines fair value as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date in accordance with the Government Accounting Standards Board Statement (GASB) No. 72, *Fair Value Measurement and Application*. This statement establishes a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. This hierarchy consists of three broad levels:

Level 1 Fair Value Measurements

The fair value of government and municipal obligations, corporate obligations, and equities are based on quoted values of the shares held by the City at year-end. Of the investments held by the pools, on behalf of the City, less than 1% fall into this category.

Level 2 Fair Value Measurements

These are inputs other than quoted prices included within Level 1 that are observable for the asset or liability either directly or indirectly. These inputs are derived from or corroborated by observable market data through correlation or by other means. Approximately 99% of the investments held, on behalf of the City, fall into this category

Level 3 Fair Value Measurements

These are largely unobservable inputs for the asset or liability; they should be used only when relevant Level 1 and Level 2 inputs are unavailable. Of the investments held by the pools, on behalf of the City, less than 1% fall into this category.

NOTE 4 - CASH AND INVESTMENTS (cont.)

Composition of cash and investment accounts in the financial statements is as follows:

	<u>Other Cash and Investments</u>
Cash on hand	\$ 1,000
Bank deposits	768,492
Certificates of deposit	3,291,265
Money market investment pools	<u>11,709,808</u>
Total Cash and Investments	<u>\$ 15,770,565</u>

NOTE 5 - RECEIVABLES

Receivables at June 30, 2024, consisted of taxes, accounts, intergovernmental and grants, and accrued interest. Taxes receivable represent sales and use taxes receivable from the state, as well as current and delinquent property taxes and interest thereon. Other receivables at June 30, 2024, consisted of grants receivable, miscellaneous accounts receivable and accrued interest on investments. No allowance has been recorded on accounts receivable, as all amounts are considered fully collectible.

NOTE 6 - INTERFUND RECEIVABLES, PAYABLES AND TRANSFERS

The composition of interfund balances as of June 30, 2024 is as follows:

	<u>Due From Other Funds</u>	<u>Due To Other Funds</u>
General Fund	\$ 4,955,709	\$ 0
Senior Center Trust Permanent Fund	6,028	0
Airport	0	-
Special Revenue Funds	878,249	1,004,354
Proprietary Fund (Water and Sewer)	<u>0</u>	<u>4,835,632</u>
Total Primary Government	<u>\$ 5,839,986</u>	<u>\$ 5,839,986</u>

Interfund Receivable and payable account balances are the result from the use of various funding sources that can be used to pay for the same projects. All balances are expected to be paid within one year.

	<u>Transfers To Other Funds</u>	<u>Transfers From Other Funds</u>
General Fund	\$ 113,200	\$ 0
Special Revenue Fund	<u>0</u>	<u>113,200</u>
	<u>\$ 113,200</u>	<u>\$ 113,200</u>

Transfers are used to move revenues from the fund that ordinance or budget requires to collect them, to the fund that ordinance or budget requires to expend them.

NOTE 7 - CAPITAL ASSETS

Capital asset activity for the fiscal year ended June 30, 2024 was as follows:

Governmental Activities	Balance June 30, 2023	Additions	Deletions	Transfers	Balance June 30, 2024
Nondepreciable Capital Assets					
Land	\$ 4,125,614	\$ 0	\$ 0	\$ 0	\$ 4,125,614
Construction in process	1,139,956	648,329	0	(42,224)	1,746,061
Total Nondepreciable Capital Assets	5,265,570	648,329	0	(42,224)	5,871,675
Depreciable Capital Assets					
Buildings and improvements	21,736,463	83,537	(12,776)	42,224	21,849,448
Equipment	4,149,768	794,765	(141,315)	0	4,803,218
Vehicles	3,407,928	0	(194,554)	0	3,213,374
Office furniture	109,360	0	0	0	109,360
Infrastructure	22,175,949	31,159	0	0	22,207,108
Total Depreciable Capital Assets	51,579,468	909,461	(348,645)	42,224	52,182,508
Less Accumulated Depreciation					
Buildings and improvements	5,174,489	459,260	(12,776)	0	5,620,973
Equipment	3,283,523	165,038	(141,315)	0	3,307,246
Vehicles	2,326,047	116,115	(194,554)	0	2,247,608
Office furniture	43,673	9,476	0	0	53,149
Infrastructure	3,263,286	453,631	0	0	3,716,917
Total Accumulated Depreciation	14,091,018	1,203,520	(348,645)	0	14,945,893
Total Depreciable Capital Assets, Net	37,488,450	(294,059)	0	42,224	37,236,615
Governmental Activities Capital Assets, Net	\$ 42,754,020	\$ 354,270	\$ 0	\$ 0	\$ 43,108,290

NOTE 7 - CAPITAL ASSETS (cont.)

Business-Type Activities	Balance June 30, 2023	Additions	Deletions	Transfers	Balance June 30, 2024
Nondepreciable Capital Assets					
Construction in process	\$ 889,258	\$ 6,011,012	\$ 0	\$ 0	\$ 6,900,270
Depreciable Capital Assets					
Buildings and improvements	1,077,926	0	0	0	1,077,926
Equipment	2,704,365	39,427	0	0	2,743,792
Vehicles	357,786	0	0	0	357,786
Office furniture	65,661	9,290	(9,612)	0	65,339
Water distribution system	33,741,227	498,780	0	0	34,240,007
Sewer service system	12,706,453	15,718	0	0	12,722,171
Total Depreciable Capital Assets	50,653,418	563,215	(9,612)	0	51,207,021
Less Accumulated Depreciation					
Buildings and improvements	227,268	25,059	0	0	252,327
Equipment	1,694,314	130,179	0	0	1,824,493
Vehicles	195,036	24,397	0	0	219,433
Office furniture	51,504	2,315	(8,074)	0	45,745
Water distribution system	13,893,405	680,041	0	0	14,573,446
Sewer service system	4,980,800	254,218	0	0	5,235,018
Total Accumulated Depreciation	21,042,327	1,116,209	(8,074)	0	22,150,462
Total Depreciable Capital Assets, Net	29,611,091	(552,994)	(1,538)	0	29,056,559
Business-Type Activities Capital Assets, Net	<u>\$ 30,500,349</u>	<u>\$ 5,458,018</u>	<u>\$ (1,538)</u>	<u>\$ 0</u>	<u>\$ 35,956,829</u>

Depreciation

Depreciation expense was charged to functions/programs of the primary government as follows:

Governmental Activities	
General Government	\$ 579,222
Public Safety	459,260
Public Works	<u>165,038</u>
Total Depreciation Expense - Governmental Activities	<u>\$ 1,203,520</u>
Business-Type Activities	
Water and Sewer Services	<u>\$ 1,116,209</u>

NOTE 8 - CHANGES IN LONG-TERM LIABILITIES

The following is a summary of the changes in general long-term debt of the City for the year ended June 30, 2024:

	Balance June 30, 2023	Additions	Reductions	Balance June 30, 2024	Due Within One Year
Governmental Activities					
Compensated absences	\$ 262,709	\$ 206,209	\$ (152,680)	\$ 316,238	\$ 158,119
Deferred lease obligation - right of use	10,000	0	(10,000)	0 ***	0
Notes payable	3,132,772	0	(206,722)	2,926,050	75,429
Net pension liability	4,106,262	0	(1,793,287)	2,312,975	0
	<u>\$ 7,511,743</u>	<u>\$ 206,209</u>	<u>\$ (2,162,689)</u>	<u>\$ 5,555,263</u>	<u>\$ 233,548</u>
Business-Type Activities					
Compensated absences	\$ 121,546	\$ 91,976	\$ (68,595)	\$ 144,927	\$ 72,464
Notes payable	5,387,908	0	(445,165)	4,942,743	409,312
Net pension liability	1,487,297	0	(191,811)	1,295,486	0
	<u>\$ 6,996,751</u>	<u>\$ 91,976</u>	<u>\$ (705,571)</u>	<u>\$ 6,383,156</u>	<u>\$ 481,776</u>

*** As this lease is near the completion of its term, management elected not to perform the present value calculation of the remaining cash flow payments under GASB 87 as the difference is considered immaterial to the financial statements.

NOTE 9 - LEASES

In approximately 1978, the City entered into a lease agreement leasing land to a third party with terms requiring annual payments of approximately \$15,300 through June 30, 2077. As of June 30, 2024, the lease receivable related to this agreement remains at \$292,019.

During fiscal year 2023, the City entered into another lease agreement as the lessor of real property. This noncancellable lease extends through 2053 and was initially recorded with a lease receivable of \$4,466,095. The terms of the lease align with a revenue recapture plan reflecting the Wyoming Business Council (WBC) Business Ready Community (BRC) grant and loan program. Under this plan, lease payments are structured to repay the BRC loan, and in the event of default, the lessee assumes responsibility for negotiating resolutions with the City and repaying any amounts owed to the BRC loan and grant program.

Lease payments recaptured by the City are used to support long-term economic development efforts. Per program rules, 25% of net income derived from these funds is returned to the WBC, while the remaining funds are retained for further economic development activities within the community. The lease is structured with a capitalization rate of 2.0% and includes scheduled increases of 15% every five years.

As of June 30, 2024, the City's total receivable for lease payments was \$4,637,860, representing the outstanding balance due from lessees. This receivable is recorded as an asset on the City's balance sheet.

In accordance with applicable accounting standards, the City has also recognized a deferred inflow of resources related to these leases. This deferred inflow represents the portion of lease revenue that has not yet been earned and will be recognized over the lease term. As of June 30, 2024, the balance of deferred inflows of resources was \$4,598,651, corresponding to the remaining unearned lease revenue. This amount is recorded as deferred inflows of resources on the balance sheet.

NOTE 9 - LEASES (cont)

The following table shows the future lease revenues and interest revenues to be recognized

Year Ended June 30,	Governmental Activities		
	Principal	Interest	Total Receipts
2025	\$ (21,298)	\$ (127,002)	\$ (148,300)
2026	(44,586)	(103,714)	(148,300)
2027	(45,527)	(102,773)	(148,300)
2028	(46,489)	(101,811)	(148,300)
2029	(47,473)	(100,827)	(148,300)
5 Years Ending 2034	(393,480)	(483,020)	(876,500)
5 Years Ending 2039	(603,017)	(433,483)	(1,036,500)
5 Years Ending 2044	(866,261)	(360,239)	(1,226,500)
5 Years Ending 2049	(1,199,395)	(257,105)	(1,456,500)
5 Years Ending 2054	(1,284,136)	(116,364)	(1,400,500)
5 Years Ending 2059	(31,238)	(45,262)	(76,500)
5 Years Ending 2064	(40,090)	(36,410)	(76,500)
5 Years Ending 2069	(51,450)	(25,050)	(76,500)
5 Years Ending 2074	(66,029)	(10,471)	(76,500)
Total Future Receipts	\$ (4,740,470)	\$ (2,303,530)	\$ (7,044,000)

NOTE 10 - LONG-TERM DEBT

State Land and Investment Board Awards (DWSRF)

- Loan in the amount of \$1,500,000 to begin amortizing for 20 years upon completion of the project. The City will be reimbursed with loan proceeds upon approval of project costs by the State Land and Investment Board. Interest begins accruing on all amounts drawn from the loan at a rate of 2.5% annually. Upon completion of the project, approximately \$750,000 or 50%, whichever is less, may be forgiven from the loan. This project was completed during the year ended June 30, 2016 and 50% of the outstanding balance was forgiven in the amount of \$693,270. The remaining loan balance as of June 30, 2024 was \$422,915 and is subject to the payment terms as noted below. During the fiscal year ending June 30, 2024, the City of Lander refinanced all loans with the State Lands and Investment Board to a reduced interest rate of 1%.

As part of the conditions for the loan noted above, the City is required to fund a cumulative debt reserve totaling \$48,110. This fund is to be used for repairs and maintenance on both of the structures.

- Loan in the amount of \$2,070,000 began amortizing for 20 years starting July 15, 2018 through July 2037. The purpose of this loan was to refinance the revenue bond that was outstanding at the end of June 30, 2017 of \$2,070,000. The new refinance of the bond to the note decreased the interest rate from 4.5% to 2.5%. The remaining loan balance as of June 30, 2024 was \$1,199,388 and is subject to the payment terms as noted below. During the fiscal year ending June 30, 2024, the City of Lander refinanced all loans with the State Lands and Investment Board to a reduced interest rate of 1%.

NOTE 10 - LONG-TERM DEBT (cont.)

State Land and Investment Board Awards (DWSRF) (cont.)

- Loan in the amount of \$509,054 to begin amortizing for 20 years upon completion of the project. The City will be reimbursed with loan proceeds upon approval of project costs by the State Land and Investment Board. Interest begins accruing on all amounts drawn from the loan at a rate of 2.5% annually. This loan is collateralized against future user fees from sewer services. The remaining loan balance as of June 30, 2024 was \$442,355 and is subject to the payment terms as noted below. During the fiscal year ending June 30, 2024, the City of Lander refinanced all loans with the State Lands and Investment Board to a reduced interest rate of 1%.

The table below represents the combined payment requirements on the drinking water state revolving loans described above.

Drinking Water State Revolving Loans Program			
Year Ending	Principal	Interest	Total Principal and Interest
June 30,			
2025	\$ 182,027	\$ 27,892	\$ 209,919
2026	184,720	25,199	209,919
2027	187,453	22,466	209,919
2028	190,226	19,693	209,919
2029-2033	963,482	55,407	1,018,889
2034-2038	169,951	7,740	177,691
thereafter	7,427	110	7,537
Total	\$ 1,885,285	\$ 158,507	\$ 2,043,791

State Land and Investment Board Awards (CWSRF)

- Loan in the amount of \$3,068,000 to begin amortizing for 20 years upon completion of the project. The City will be reimbursed with loan proceeds upon approval of project costs by the State Land and Investment Board. Interest begins accruing on all amounts drawn from the loan at a rate of 2.5% annually. Upon completion of the project, approximately \$1,534,000 or 50%, whichever is less, may be forgiven from the loan. After the loan forgiveness the loan balance remaining of \$1,534,000 was termed out for 20 years according to the original terms. As of June 30, 2024 the outstanding balance of the loan was \$1,131,395 and is subject to the payment terms as noted below. During the fiscal year ending June 30, 2024, the City of Lander refinanced all loans with the State Lands and Investment Board to a reduced interest rate of 1%.

As part of the conditions for the loan noted above, the City is required to fund a cumulative debt reserve totaling \$98,402. This fund is to be used for repairs and maintenance on both of the structures.

- Loan in the amount of \$2,054,640 to begin amortizing for 20 years upon completion of the project. The City will be reimbursed with loan proceeds upon approval of project costs by the State Land and Investment Board. Interest begins accruing on all amounts drawn from the loan at a rate of 2.5% annually. Upon completion of the project approximately \$357,040 or 17.3772%, whichever is less, may be forgiven from the loan. This loan is collateralized against future user fees from sewer services. As of June 30, 2024, the outstanding balance of the loan was \$1,296,924 and is subject to the payment terms as noted below. During the fiscal year ending June 30, 2024, the City of Lander refinanced all loans with the State Lands and Investment Board to a reduced interest rate of 1%.

NOTE 10 - LONG-TERM DEBT (cont.)

State Land and Investment Board Awards (CWSRF) (cont.)

- Loan in the amount of \$2,861,937 to begin amortizing for 20 years upon completion of the project. The City will be reimbursed with loan proceeds upon approval of project costs by the State Land and Investment Board. Interest begins accruing on all amounts drawn from the loan at a rate of 2.5% annually. Upon completion of the project, approximately \$357,040 or 12.4755%, whichever is less, may be forgiven from the loan. This loan is collateralized against future user fees from sewer services. As of June 30, 2024, the outstanding balance of the loan was \$894,931 and is subject to the payment terms as noted below. During the fiscal year ending June 30, 2024, the City of Lander refinanced all loans with the State Lands and Investment Board to a reduced interest rate of 1%.

The table below represents the combined payment requirements on the clean drinking water state revolving loan described above.

Clean Water State Revolving Loans Program			
Year Ending			Total Principal
June 30,	Principal	Interest	and Interest
2025	\$ 227,287	\$ 45,801	\$ 273,088
2026	230,649	42,439	273,088
2027	234,062	39,026	273,088
2028	237,525	35,564	273,088
2029-2033	1,241,385	124,055	1,365,441
2034-2038	895,671	33,307	928,977
thereafter	29,252	433	29,684
Total	\$ 3,095,830	\$ 320,625	\$ 3,416,455

The loans from the State Land and Investment Board accrue interest when the initial draw is done on the loan. As of June 30, 2024 the City has recognized \$72,460 in accrued interest.

Wyoming Business Council

The City entered into a project to build a new building for the Chamber of Commerce. The Building had a total cost of \$865,404. The building was funded by a grant totaling \$466,210, a loan through the Wyoming Business Council of \$194,316, with the remaining \$182,244 being paid for by the Chamber of Commerce. The City's loan for the Chamber of Commerce building requires payments starting April 5, 2019 and is amortized over 15 years at 1%. Annual payments are required in the amount of \$14,015. This loan is collateralized by the chamber building. The City of Lander has paid this loan in full as of June 30, 2024.

NOTE 10 - LONG-TERM DEBT (cont.)

Wyoming Business Council (cont.)

The City entered into a project to build a new building for Maven Outdoor Equipment Company. The Building had a total cost of \$6,304,432. The building was funded by a grant from the Wyoming Business Council in the amount of \$3,000,000 and a loan from the Wyoming Business Council in the amount of \$3,000,000. The remaining costs was required of the building occupant. The City's loan for the Maven building requires payments starting March 2024 and is amortized over 30 years at 2%. Annual payments are in the amount of \$133,950. This loan is collateralized by the Maven building. The table below represents a summary of the payment requirements on the loan. Maven itself is required to make payments to the City in the same amounts listed in the table below.

Wyoming Business Council Loan - Maven Project			
Year Ending			Total Principal
June 30,	Principal	Interest	and Interest
2025	\$ 75,429	\$ 58,521	\$ 133,950
2026	76,937	57,012	133,950
2027	78,476	55,474	133,950
2028	80,046	53,904	133,950
2029-2033	424,891	244,857	669,748
2034-2038	469,115	200,634	669,749
thereafter	1,721,157	288,090	2,009,247
Total	<u>\$ 2,926,050</u>	<u>\$ 958,493</u>	<u>\$ 3,884,543</u>

Legal Debt Margin

The Wyoming Constitution provides that the City shall not create any general obligation indebtedness exceeding 4% of the assessed value of the property therein, except that an additional indebtedness of 4% of the assessed value of the taxable property therein may be created for sewage disposal systems. Indebtedness created for supplying water to the City is exempt from this provision. At June 30, 2024, the City's assessed valuation was \$107,892,278.

NOTE 11 - DEFINED BENEFIT PENSION PLAN

The City contributes to the Wyoming Retirement System (WRS) pension plan, a cost-sharing, multiple-employer defined benefit pension plan administered by the Wyoming Retirement System. WRS provides retirement, disability and death benefits to plan members and beneficiaries. The Wyoming Retirement Board, after approval of the Wyoming State Legislature, may amend contribution requirements to WRS. WRS issues a publicly available financial report that includes financial statements and supplementary information for WRS. That report may be obtained by writing to Wyoming Retirement Board, First Floor East - Herschler Building, 112 West 25th Street, Cheyenne, WY 82002.

Information about the General Public Employees Pension Plan

Plan Descriptions - Substantially all qualified employees of the State, Public School Systems, and other political subdivisions of Wyoming which have elected to participate are eligible for the Public Employees Pension Plan, a cost-sharing, multiple employer defined benefit pension plan administered by the Wyoming Retirement System (WRS). Benefit provisions under the Plan are established by State statute. WRS issues publicly available reports that include a full description of the pension plans regarding benefit provisions, assumptions and membership information that can be found on the WRS website.

Employees terminating prior to normal retirement can elect to withdraw all employee contributions plus accumulated interest through the date of termination or, if they are vested, they may elect to remain in the Plan and be eligible for early retirement benefits at age 50 (Tier 1 employees) and 60 (Tier 2 employees).

Benefits Provided - WRS Public Employees Plan provides retirement, disability and death benefits according to predetermined formulas and allows retirees to select one of seven optional methods for receiving benefits, including two joint and survivor forms of benefits: 100% joint and survivor annuity, and a 50% joint and survivor annuity. The benefit amounts under these options are determined on an actuarially equivalent basis. Any cost of living adjustments provided to retirees must be granted by the State Legislature. In addition, a cost of living adjustment will not be approved by the legislature unless the Plan is 100% funded after the COLA is awarded.

Benefits are determined based on two tiers:

Tier 1 are members who joined WRS by August 31, 2012. The Plan allows for normal retirement after four years of service and attainment of age 60. Early retirement is allowed provided the employee has completed four years of service and attained age 50 or 25 years of service. Benefits are calculated as 2.125% of employee's highest average salary for each year of credited service for the first 15 years of service plus 2.25% of the highest average salary for any years of service credit exceeding 15 years. This amount is reduced by 5% per year that the employee is under age 60.

Tier 2 are members who joined WRS after August 31, 2012. The Plan allows for normal retirement after four years of service and attainment of age 65. Early retirement is allowed provided the employee has completed four years of service and attained age 55 or 25 years of service. Benefits are calculated as 2% of employee's highest average salary for each year of credited service. This amount is reduced by 5% per year that the employee is under age 65.

All employees may also retire upon normal retirement on the bases that the sum of the employee's age and service is at least 85.

NOTE 11 - DEFINED BENEFIT PENSION PLAN (cont.)

Contributions - The Plan statutorily requires 18.62% of the participant's salary to be contributed to the Plan. Contributions consist of 9.25% of the participant's salary as employee contributions and 9.37% as employer contributions. The amount of contributions designated as employee contributions represent the portion of total contributions that a participant retains ownership of and can elect to receive as a refund upon termination of employment. Employers can elect to cover all or a portion of the employee's contribution at their discretion. The actuarially determined rate is the estimated amount necessary to finance the costs of benefits earned by employees during the year, with an additional amount to finance any unfunded accrued liability.

Volunteer Firefighter and EMT Pension Plan

The Volunteer Firefighter and EMT Pension Plan is a cost sharing multiple employer defined benefit, contributory retirement plan covering volunteer firefighters and volunteer emergency medical technicians who elect to participate in the Plan. Participants are statutorily required to contribute \$18.75 monthly to the Plan, although such contributions may be fully or partially paid by political subdivisions on behalf of participants, if approved by the governing board. In addition, the State pays into the Plan 60% of the gross annual tax collected on fire insurance premiums. The City does not pay these monthly required contributions on behalf of the volunteers.

The Plan provides retirement and death benefits according to predetermined amounts primarily determined by the entry age and years of service of the participant. Participants may withdraw from the Plan at any time and receive refunds of participant contributions plus accumulated interest.

The Volunteer Firefighter and EMT Pension Plan was created on July 1, 2015, combining the assets and liabilities of two predecessor plans (Volunteer Fireman's Plan and Volunteer EMT Plan). The new Plan features revised contribution and benefit provisions and governance by one board instead of two. It provides a modest benefit increase to retired volunteers whose benefit structure had remained static for some time. It also provided a long-term funding source to stabilize the finances of the Volunteer EMT Plan, while establishing consistent provisions for both firefighter and EMT volunteers.

Law Enforcement Pension Plan

The Wyoming Law Enforcement Pension Plan is a cost sharing multiple employer defined benefit, contributory plan covering any county sheriff, deputy county sheriff, municipal police officer, Wyoming correctional officer, Wyoming law enforcement agencies and certain investigators of the Wyoming Livestock Board.

The Plan statutorily requires participants to contribute 8.6% of their salary to the Plan and the employer is required to contribute 8.6% of each participant's salary.

The Plan statutorily provides retirement, disability, and death benefits according to predetermined amounts determined by salary, age, and years of service of the participant. Cost of living adjustments provided to retirees must be granted by the State Legislature. In addition a cost of living adjustment will not be approved by the legislature unless the plan is 100% funded after COLA is awarded. Participants may withdraw from the Plan at any time and receive refunds of the participant contributions plus accumulated interest.

NOTE 11 - DEFINED BENEFIT PENSION PLAN (cont.)

Law Enforcement Pension Plan (cont.)

For the year ended June 30, 2024, the contributions from the City that are recognized as part of pension expense for the Plan were as follows:

	General	Police	Volunteer Fire
Contributions - Employer	\$ 357,519	\$ 175,067	\$ 0
Contributions - Employee (paid by employer)	80,730	48,478	7,425
	<u>\$ 438,249</u>	<u>\$ 223,545</u>	<u>\$ 7,425</u>

Pension Liabilities, Pension Expenses and Deferred Outflows/Inflows of Resources Related to Pensions

As of June 30, 2024, the City reported a combined net pension liability of \$3,608,463 for its proportionate share of the net pension liability of the Plan.

The City's net pension liability for the Plan is measured as the proportionate share of the net pension liability. The net pension liability of the Plan is measured as of December 31, 2023, and the total pension liability for the Plan used to calculate the net pension liability was determined by an actuarial valuation as of January 1, 2023 rolled forward to December 31, 2023 using generally accepted actuarial procedures.

The City's proportion of the net pension liability was based on a projection of the City's long-term share of contributions to the pension plan relative to the projected contributions of all participating employers, actuarially determined. The City's proportionate share of the net pension liability for each of the respective plans as of December 31, 2023 is as follows:

	General	Police	Volunteer Fire
Percentage of Proportionate Share 12/31/2022	0.111070%	0.64967%	1.40531%
Percentage of Proportionate Share 12/31/2023	0.115248%	0.66164%	1.30482%
Increase/Decrease	<u>0.0042%</u>	<u>0.0120%</u>	<u>-0.1005%</u>

For the year ended June 30, 2024, the City recognized combined (government wide and allocations to proprietary fund) pension expense of \$213,157.

At June 30, 2024, the City reported deferred outflows/(inflows) of resources related to pensions from the following sources:

NOTE 11 - DEFINED BENEFIT PENSION PLAN (cont.)

Pension Liabilities, Pension Expenses and Deferred Outflows/Inflows of Resources Related to Pensions (cont.)

	Deferred Outflow/(Inflows) of Resources					
	General		Police		Volunteer Fire	
	<u>Outflows</u>	<u>Inflows</u>	<u>Outflows</u>	<u>Inflows</u>	<u>Outflows</u>	<u>Inflows</u>
Pension contributions subsequent to measurement date	\$ 216,570	\$ 0	\$ 114,335	\$ 0	\$ 3,637	\$ 0
Change in employer's proportion and differences between the employer's contributions and the employer's proportionate share of contributions	158,838	9,858	88,531	695	0	32,294
Net differences between projected and actual earnings on Plan investments	847,387	907,412	468,222	510,766	122,203	133,665
Net differences between expected and actual experience of net outflows/(inflows) of resources	50,499	11,015	76,354	45,818	831	8,313
Assumption changes since prior actuarial valuation	22,977	0	460,459	1,058,276	3,554	0
Total	\$ 1,296,271	\$ 928,285	\$ 1,207,902	\$ 1,615,555	\$ 130,225	\$ 174,272

The \$334,542 reported as deferred outflows of resources are related to contributions subsequent to the measurement date and will be recognized as a reduction of the net pension liability in the year ended June 30, 2025. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized as pension expense as follows:

Year Ended June 30,	General	Police	Volunteer Fire	Total
2025	\$ 42,205	\$ (4,576)	\$ (26,180)	\$ 11,449
2026	51,837	(309,719)	(17,134)	(275,017)
2027	185,466	(136,511)	14,391	63,346
2028	(128,092)	(71,181)	(18,762)	(218,035)

NOTE 11 - DEFINED BENEFIT PENSION PLAN (cont.)

Pension Liabilities, Pension Expenses and Deferred Outflows/Inflows of Resources Related to Pensions (cont.)

Actuarial Assumptions - The following are the actuarial assumptions applied to all periods included in the measurement:

	General	Police	Volunteer Fire
Valuation date	1/1/23	1/1/23	1/1/23
Actuarial cost method	Individual entry age normal	Individual entry age normal	Individual entry age normal
Amortization method	Level percent - closed	Level percent - closed	Level dollar - Closed
Remaining amortization	24	22	27
Asset valuation method	5-year smoothed market	5-year smoothed market	5-year smoothed market
Actuarial Assumptions:			
Discount Rate	6.80%	6.80%	6.80%
Assumed inflation rate	2.25%	2.25%	2.25%
Projected salary increase	2.5% - 6.5%	5.25% - 9.25%	N/A
Payroll growth rate	2.50%	2.50%	N/A
Investment rate of return	6.80%, net of pension plan investment expense	6.80%, net of pension plan investment expense	6.80%, net of pension plan investment expense
Mortality	Pub-2010 General Healthy Annuitant Mortality Table, amount weighted, fully generational, projected with Scale MP-2020 Ultimate Scale	Pub-2010 General Healthy Annuitant Mortality Table, amount weighted, fully generational, projected with Scale MP-2020 Ultimate Scale	Pub-2010 General Healthy Annuitant Mortality Table, amount weighted, fully generational, projected with Scale MP-2020 Ultimate Scale

Discount Rate - The discount rate used to measure the total pension liability was 6.80% for the Plan. The projection of cash flows used to determine the discount rate assumed contributions from participating employers will be made on the actuarially determined rates based on the Board's funding policy, which establishes the contractually required rates under Wyoming State Statutes. Based on those assumptions, the WRS fiduciary net position was projected to be available to make all the projected future benefit payments of current Plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payment to determine the total pension liability.

NOTE 11 - DEFINED BENEFIT PENSION PLAN (cont.)

Pension Liabilities, Pension Expenses and Deferred Outflows/Inflows of Resources Related to Pensions (cont.)

DISCOUNT RATE			
Single Discount Rate	Long-Term Expected Rate of Return	Long-Term Municipal Bond Rate*	Last year ending December 31 in the 2023 to 2122 projection period for which projected benefit payments are fully funded
6.80%	6.80%	3.77%	2122

* Source: Fixed-income municipal bonds with 20 years to maturity that include only federally tax-exempt municipal bonds as reported in Fidelity Index's "20-Year GO AA Index" as of December 31, 2023. In describing this index, Fidelity notes that the municipal curves are constructed using option-adjusted analytics of a diverse population of over 10,000 tax-exempt securities.

In determining the long-term expected rate of return, the Plan assumes a long-term investment rate of return of 6.80%. The long-term rate of return is determined through a 4.55% net real rate of return and an inflation rate of 2.25%. The following table represents a comparison of an annual money-weighted rate of return, net of investment expenses compared to the expected real rate of return.

Annual money-weighted rate of return, net of expenses for the fiscal year ended December 31, 2023	Annual money-weighted rate of return, net of expenses for the fiscal year ended December 31, 2022	Expected Rate of Return net investment expenses
13.84%	-6.99%	6.80%

The table below reflects the assumed asset allocation of the Plan's portfolio, the long-term expected rate of return for each asset class and the expected rate of return is presented arithmetic and geometric. The rate of return was calculated using the capital market assumptions applied to determine the discount rate and asset allocation. These rates of return are net of administrative expenses.

NOTE 11 - DEFINED BENEFIT PENSION PLAN (cont.)

Pension Liabilities, Pension Expenses and Deferred Outflows/Inflows of Resources Related to Pensions (cont.)

Major Portfolio Class	Target Allocation	Arithmetic Real Return	Arithmetic Nominal Return	Geometric Return	Geometric Nominal Return
Tactical Cash	0.50%	0.32%	2.90%	0.30%	2.89%
Gold	1.50%	0.72%	3.30%	2.34%	4.93%
Fixed Income	20.00%	4.05%	6.63%	3.59%	6.17%
Core Plus	5.00%	2.17%	4.76%	2.12%	4.70%
US Government	5.00%	1.14%	3.73%	1.12%	3.70%
TIPS	2.00%	2.10%	4.69%	1.92%	4.50%
Opportunistic	3.00%	5.06%	7.64%	4.57%	7.15%
Private Debt	5.00%	9.00%	11.59%	7.62%	10.20%
Equity	51.50%	9.00%	11.59%	7.09%	9.68%
US Equity	21.00%	7.52%	10.10%	6.12%	8.70%
Developed International	11.50%	8.76%	11.34%	7.22%	9.80%
Emerging Markets	6.00%	9.62%	12.21%	7.42%	10.00%
Private Equity	13.00%	11.33%	13.92%	8.42%	11.00%
Marketable Alternative	16.00%	6.02%	8.61%	5.14%	7.73%
Private Real Assets	10.50%	7.67%	10.26%	6.05%	8.63%
Private Natural Resources	2.5-7.5%	9.57%	12.16%	7.22%	9.80%
Private Infrastructure	2.5-7.5%	6.02%	8.61%	5.22%	7.80%
Real Estate	2.5-7.5%	7.42%	10.01%	5.72%	8.30%
Total	100.00%	7.23%	9.81%	5.86%	8.45%

Sensitivity of the Proportionate Share of the Net Pension Liability to Changes in the Discount Rate – The following presents the City's proportionate share of the net pension liability for the Plan, calculated using the discount rate for each Plan, as well as what the City's proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1 percentage point lower or 1 percentage point higher than the current rate:

	General	Police	Volunteer Fire	Total
1% Decrease				
Net Pension Liability	\$ 4,154,813	\$ 1,803,592	\$ 292,671	\$ 6,251,076
Current Discount Rate 6.8%				
Net Pension Liability	2,616,327	893,776	98,360	3,608,463
1% Increase				
Net Pension Liability	1,341,387	149,783	(62,932)	1,428,238

Pension Plan Fiduciary Net Position - Detailed information about each pension plan's fiduciary net position is available in the separately issued WRS financial reports.

NOTE 11 - DEFINED BENEFIT PENSION PLAN (cont.)

Pension Liabilities, Pension Expenses and Deferred Outflows/Inflows of Resources Related to Pensions (cont.)

Payable to the Pension Plan

At June 30, 2024, the City reported a payable of \$0 for the outstanding amount of contributions to the pension plan required for the year ended June 30, 2024.

NOTE 12 - COMMITMENTS AND CONTINGENCIES

Construction Commitments

The City has multiple active construction projects as of June 30, 2024. At year-end, the City's commitments with contractors/consultants are as follows:

Projects	Spent-to-date	Remaining Commitment	Funding Source
Safe Routes School	301,438	198,278	TAP Grant #21510 - \$499,716
Transportation Design	124,297	1,006,828	TAP Grant #23513 - \$1,131,125
AML Project/Storage Tank	6,270,108	4,341,564	AML Grant - \$3,557,554; WWDC Grant - \$7,028,000
	<u>\$ 6,695,844</u>	<u>\$ 5,546,670</u>	

Insurance Coverage

The City purchases commercial insurance to help insure against risks of loss. Coverage carried includes property, general liability, automobile liability, inland marine, crime, umbrella and professional liability. For the year ended June 30, 2024, the City spent approximately \$90,000 for insurance premiums.

Litigation

The City is contingently liable in respect to lawsuits and claims in the ordinary course of its operations. In the opinion of City personnel, the settlement of such contingencies would not affect the financial position of the City at June 30, 2024. Should any claims prove to be a detriment to the City, they will be recorded as expenditure in the period in which a liability is realized.

The City has several ongoing lawsuits that are expected to be settled out of court subject to the Wyoming Local Government Liability Pool and associated deductible.

NOTE 13 - SENIOR CENTER TRUST PERMANENT FUND

The Senior Center Trust Permanent Fund was created when the voters of Fremont County approved a 1% capital facility tax in the general election held on November 8, 1994. The proposition approved by the voters stipulated that \$661,000 of collections, plus interest earned thereon, and any unused construction funds, constitute the corpus (principal) of the endowment fund. The subsequent earnings and corpus from the endowment fund are to be used for the operation and maintenance of the facility. As of June 30, 2024, \$313,342 is available for authorization for expenditure by the City Council. This amount is included in restricted Net Position.

NOTE 14 - RELATED PARTY

The table below summarizes the related party transactions for the year ended June 30, 2024.

<u>Related Party</u>	<u>June 30, 2024</u>
Database Administration Services	99,803
Janitorial Services	47,000
	<u><u>\$ 146,803</u></u>

NOTE 15 - PRIOR PERIOD ADJUSTMENT

During the preparation of the financial statements, management identified and corrected errors related to prior year reporting in the proprietary fund. The adjustments include the removal of loan payments incorrectly recorded in accounts payable and expenses, an adjustment to reflect the actual amounts received from a government agency grant, and corrections to the accounting for accrued wages. The net effect of these adjustments resulted in a positive adjustment of \$103,154 to the beginning net position of the proprietary fund, which has been restated to \$29,806,864.

Additionally, the General Fund was restated to properly account for accrued wages payable, resulting in a negative adjustment of \$101,415 to the beginning fund balance, which has been restated to \$12,124,841.

These adjustments ensure the financial statements accurately reflect the City's financial position in accordance with applicable accounting standards.

NOTE 16 - SUBSEQUENT EVENTS

As a result of the general election held in November 2024, the constituents of Fremont County voted down the 1/2 cent economic development sales tax. This event is disclosed for informational purposes as it occurred after the close of the fiscal year under audit. The financial impact and implications of this decision will be reflected in the subsequent financial statements.

Management has evaluated subsequent events through January 13, 2025, the date the financial statements were available to be issued, and has determined that no additional events require disclosure.

CITY OF LANDER, WYOMING
BUDGETARY COMPARISON SCHEDULE
GENERAL FUND (NON GAAP BASIS)
FOR THE YEAR ENDED JUNE 30, 2024

Section 8, ItemA.

	Budgeted Amounts		Actual Amounts	Variance with
	Original	Final	Budgetary Basis	Final Budget - Favorable (Unfavorable)
RESOURCES (INFLOWS)				
Taxes	\$ 8,028,283	\$ 8,028,283	\$ 7,331,906	\$ 696,377
Licenses and permits	92,000	92,000	291,393	(199,393)
Grants	4,033,502	4,033,502	744,571	3,288,931
Charges for services	155,000	155,000	206,616	(51,616)
Fines and forfeitures	135,000	135,000	132,994	2,006
Interest income	200,000	410,000	416,471	(6,471)
Miscellaneous revenue	117,015	117,015	212,007	(94,992)
	<u>12,760,800</u>	<u>12,970,800</u>	<u>9,335,958</u>	<u>3,634,842</u>
Amount Available for Appropriation				
CHARGES TO APPROPRIATIONS (OUTFLOWS)				
General government	2,593,837	2,593,837	1,501,738	1,092,099
Community center	179,000	196,000	198,983	(2,983)
Municipal court	273,118	273,118	263,818	9,300
Attorney	70,000	70,000	56,137	13,863
Police	2,612,627	2,612,627	2,495,631	116,996
Fire	314,541	364,541	363,533	1,008
Building inspector	54,177	57,177	56,380	797
Emergency management and compliance coordinator	20,000	24,000	23,237	763
Streets	5,252,580	5,252,580	1,209,167	4,043,413
Rodeo grounds	5,000	5,000	2,810	2,190
Building repair and maintenance	184,900	184,900	128,780	56,120
Shop	301,575	379,575	378,840	735
Weed and pest	72,458	72,458	40,235	32,223
Parks and recreation	541,959	541,959	435,531	106,428
Golf course	43,500	95,500	94,923	577
Cemetery	241,528	247,528	247,311	217
	<u>12,760,800</u>	<u>12,970,800</u>	<u>7,497,054</u>	<u>5,473,746</u>
Total Charges to Appropriations				
Excess of appropriations over (under) charges to appropriations	0	0	1,838,904	
BUDGETARY FUND BALANCE - JULY 1	<u>12,124,841</u>	<u>12,124,841</u>	<u>12,124,841</u>	
BUDGETARY FUND BALANCE - JUNE 30	<u>\$ 12,124,841</u>	<u>\$ 12,124,841</u>	<u>\$ 13,963,745</u>	

CITY OF LANDER, WYOMING
SCHEDULE OF THE CITY'S PROPORTIONATE SHARE OF THE NET PENSION LIABILITY
WYOMING RETIREMENT SYSTEM
PUBLIC EMPLOYEES PENSION PLAN

Fiscal Year*

	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
City's proportion of the net pension liability	0.104360%	0.101861%	0.104737%	0.103928%	0.102366%	0.099569%	0.101970%	0.098594%	0.110699%	0.115247%
City's proportionate share of the net pension liability	\$ 1,841,633	\$ 2,372,699	\$ 2,532,019	\$ 2,368,866	\$ 3,117,349	\$ 2,339,791	\$ 2,216,168	\$ 1,503,288	\$ 3,035,334	\$2,616,327
City's covered-employee payroll	\$ 1,743,113	\$ 1,832,665	\$ 1,798,718	\$ 1,797,064	\$ 1,751,127	\$ 1,858,326	\$ 1,772,355	\$ 1,907,567	\$ 2,250,521	\$2,353,649
City's proportionate share of the net pension liability as a percentage of its covered payroll	105.65%	129.47%	140.77%	131.82%	178.02%	125.91%	125.04%	78.81%	134.87%	111.16%
Plan fiduciary net position as a percentage of the total pension liability	79.08%	73.40%	73.42%	76.35%	69.17%	76.83%	79.24%	86.03%	75.47%	80.19%

* The amounts presented for each fiscal year were determined as of the calendar year-end that occurred within the fiscal year.

Section 8, ItemA.

CITY OF LANDER, WYOMING
SCHEDULE OF THE CITY'S PROPORTIONATE SHARE OF THE NET PENSION LIABILITY
WYOMING RETIREMENT SYSTEM
LAW ENFORCEMENT PENSION PLAN

Fiscal Year*

	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
City's proportion of the net pension liability	0.740134%	0.619236%	0.592481%	0.580904%	0.599883%	0.615016%	0.609951%	0.607582%	0.649670%	0.661644%
City's proportionate share of the net pension liability	\$ 218,071	\$ 465,170	\$ 447,275	\$ 499,836	\$ 1,452,151	\$ 530,135	\$ 415,512	\$ 1,728,805	\$ 2,213,138	\$ 893,776
City's covered-employee payroll	\$ 1,115,592	\$ 1,020,860	\$ 1,069,081	\$ 1,056,907	\$ 1,088,047	\$ 1,114,121	\$ 990,676	\$ 1,053,093	\$ 1,147,355	\$ 1,299,679
City's proportionate share of the net pension liability as a percentage of its covered payroll	19.55%	45.57%	41.84%	47.29%	133.46%	47.58%	41.94%	164.16%	192.89%	68.77%
Plan fiduciary net position as a percentage of the total pension liability	94.76%	87.49%	88.11%	87.99%	71.22%	89.05%	91.82%	75.62%	70.30%	86.90%

* The amounts presented for each fiscal year were determined as of the calendar year-end that occurred within the fiscal year.

Section 8, Item A.

CITY OF LANDER, WYOMING
SCHEDULE OF THE CITY'S PROPORTIONATE SHARE OF THE NET PENSION LIABILITY
WYOMING RETIREMENT SYSTEM
VOLUNTEER FIREFIGHTER AND EMT PENSION PLAN

Fiscal Year*

	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
City's proportion of the net pension liability	2.144982%	1.971486%	2.074019%	1.899089%	1.906248%	1.772232%	1.584919%	1.519355%	1.405315%	1.304817%
City's proportionate share of the net pension liability	\$ 76,029	\$ 624,796	\$ 658,413	\$ 543,240	\$ 678,445	\$ 495,967	\$ 363,658	\$ 191,203	\$ 345,089	\$ 98,360
City's covered-employee payroll	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
City's proportionate share of the net pension liability as a percentage of its covered payroll	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Plan fiduciary net position as a percentage of the total pension liability	94.76%	69.16%	69.99%	74.11%	68.18%	75.64%	80.53%	89.62%	80.04%	93.97%

* The amounts presented for each fiscal year were determined as of the calendar year-end that occurred within the fiscal year.

CITY OF LANDER, WYOMING
SCHEDULE OF CITY CONTRIBUTIONS
WYOMING RETIREMENT SYSTEM
PUBLIC EMPLOYEES PENSION PLAN

Fiscal Year

	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Contractually required contributions	\$ 334,778	\$ 304,589	\$ 298,947	298,672	299,793	327,438	321,151	355,189	419,047	438,249
Contributions in relation to the contractually required contribution	334,778	304,589	298,947	298,672	299,793	327,438	321,151	355,189	419,047	438,249
Contribution deficiency (excess)	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
City's covered payroll of respective pension	\$2,109,504	\$1,832,665	\$1,798,718	\$1,797,064	\$1,751,127	\$1,858,330	\$1,772,355	\$1,907,567	\$2,250,521	\$2,353,649
Contributions as a percentage of covered employee payroll	15.87%	16.62%	16.62%	16.62%	17.12%	17.62%	18.12%	18.62%	18.62%	18.62%

Section 8, ItemA.

See Notes to Required Supplementary Pension Information
53

CITY OF LANDER, WYOMING
SCHEDULE OF CITY CONTRIBUTIONS
WYOMING RETIREMENT SYSTEM
LAW ENFORCEMENT PENSION PLAN

Fiscal Year

	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Contractually required contributions	\$ 183,622	\$ 175,588	\$ 183,882	\$ 181,788	\$ 187,144	\$ 191,629	\$ 170,396	\$ 181,132	\$ 197,345	\$ 223,545
Contributions in relation to the contractually required contribution	183,622	175,588	183,882	181,788	187,144	191,629	170,396	181,132	197,345	223,545
Contribution deficiency (excess)	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
City's covered payroll of respective pension	\$ 1,067,570	\$ 1,020,860	\$ 1,069,081	\$ 1,056,907	\$ 1,088,047	\$ 1,114,121	\$ 990,676	\$ 1,053,093	\$ 1,147,355	\$ 1,299,679
Contributions as a percentage of covered employee payroll	17.20%	17.20%	17.20%	17.20%	17.20%	17.20%	17.20%	17.20%	17.20%	17.20%

Section 8, Item A.

See Notes to Required Supplementary Pension Information
54

CITY OF LANDER, WYOMING
SCHEDULE OF CITY CONTRIBUTIONS
WYOMING RETIREMENT SYSTEM
VOLUNTEER FIREFIGHTER AND EMT PENSION PLAN

	Fiscal Year									
	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Contractually required contributions	\$ 8,687	\$ 8,687	\$ 8,385	\$ 7,485	\$ 7,905	\$ 7,410	\$ 8,681	\$ 8,138	\$ 7,331	\$ 7,425
Contributions in relation to the contractually required contribution	8,687	8,687	8,385	7,485	7,905	7,410	8,681	8,138	7,331	7,425
Contribution deficiency (excess)	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
City's covered payroll of respective pension	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Contributions as a percentage of covered employee payroll	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

CITY OF LANDER, WYOMING
NOTES TO REQUIRED SUPPLEMENTARY
PENSION INFORMATION
FOR THE YEAR ENDED JUNE 30, 2024

Changes of benefit terms -

There are no changes in benefit terms from the prior year.

Changes in the composition of the population -

There are no changes in the composition of the population from the prior year.

Changes in assumptions -

There are no changes in assumptions from the prior year.

CITY OF LANDER, WYOMING
COMBINING BALANCE SHEET
SPECIAL REVENUE FUNDS
JUNE 30, 2024

	Health Rivers	Economic Development	Airport	Section 205	Maven	Assisted Living	Total Nonmajor Special Revenue Funds
ASSETS							
Cash and cash equivalents	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Receivables, net							
Grants	0	65,915	177,142	0	0	1,109,774	1,352,831
Due from other funds	11,705	826,366	0	0	40,178	0	878,249
Total Assets	\$ 11,705	\$ 892,281	\$ 177,142	\$ 0	\$ 40,178	\$ 1,109,774	\$ 2,231,080
LIABILITIES AND FUND BALANCE							
Liabilities							
Accounts payable and accrued expenses	\$ 458	\$ 193,266	\$ 58,976	\$ 0	\$ 6,051	\$ 161,432	\$ 420,183
Due to other funds	0	0	375,841	0	0	628,513	1,004,354
Deposits	0	0	0	0	46,668	0	46,668
Total Liabilities	458	193,266	434,817	-	52,719	789,945	1,471,205
Fund Balance							
Unreserved and undesignated	11,247	699,015	(257,675)	0	(12,541)	319,829	759,875
Total Liabilities and Fund Balance	\$ 11,705	\$ 892,281	\$ 177,142	\$ 0	\$ 40,178	\$ 1,109,774	\$ 2,231,080

Section 8, ItemA.

CITY OF LANDER, WYOMING
COMBINING STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
SPECIAL REVENUE FUNDS
FOR THE YEAR ENDED JUNE 30, 2024

	Health Rivers	Economic Development	Airport	Section 205	Maven	Assisted Living	Total Nonmajor Special Revenue Funds
REVENUES							
Intergovernmental	\$ 0	\$ 846,508	\$ 600,041	0	\$ 0	\$ 1,434,774	\$ 2,881,323
Sales and services	0	0	285,055	0	210,102	0	495,157
Miscellaneous	10,000	0	5,500	0	57,896	0	73,396
Total Revenues	10,000	846,508	890,596	0	267,998	1,434,774	3,449,876
EXPENDITURES							
Current							
Public safety and transportation	0	253,952	139,575	0	0	0	393,527
Miscellaneous project costs	22,501	376,293	332,422	0	58,365	1,443	791,024
Intergovernmental	0	0	0	0	0	287,390	287,390
Capital outlay	0	0	0	0	0	0	0
Total Expenditures	22,501	630,245	471,997	0	58,365	288,833	1,471,941
Excess of revenues over (under) expenditures	(12,501)	216,263	418,599	0	209,633	1,145,941	1,977,935
OTHER FINANCING SOURCES (USES)							
Operating transfers in	0	0	0	113,200	0	0	113,200
Other financing uses - loan payments	0	0	0	0	(133,950)	0	(133,950)
Total Other Financing Sources (Uses)	0	0	0	113,200	(133,950)	0	(20,750)
Excess of revenues and other sources over (under) expenditures and other uses	(12,501)	216,263	418,599	113,200	75,683	1,145,941	1,957,185
RESTATE FUND BALANCE - JULY 1	23,748	482,752	(676,274)	(113,200)	(88,224)	(826,112)	(1,197,310)
FUND BALANCE - JUNE 30	\$ 11,247	\$ 699,015	\$ (257,675)	\$ 0	\$ (12,541)	\$ 319,829	\$ 759,875

Section 8, ItemA.

CITY OF LANDER, WYOMING
DETAIL SCHEDULE OF DEPARTMENTAL EXPENDITURES
BY OBJECT CLASSIFICATION
GENERAL FUND
FOR THE YEAR ENDED JUNE 30, 2024

	Materials and Supplies	Contractual Services	Salaries and Benefits	Function Class Totals	Debt Service, Capital Outlay, Transfers Out	Budget Class Totals
GENERAL GOVERNMENT						
General government	\$ 170,441	\$ 324,677	\$ 573,696	\$ 1,068,814	\$ 462,100	\$ 1,530,914
Economic development	0	2,794	0	2,794	0	2,794
Community center	100,362	98,621	0	198,983	0	198,983
Other general accounts	4,978	86,652	0	91,630	45,600	137,230
City attorney	0	56,137	0	56,137	0	56,137
Municipal court	4,531	66,791	192,496	263,818	0	263,818
Total General Government Expenditures	280,312	635,672	766,192	1,682,176	507,700	2,189,876
PUBLIC SAFETY						
Police department	31,651	268,416	2,175,160	2,475,227	20,404	2,495,631
Fire department	245,483	31,682	86,368	363,533	0	363,533
Building inspector	2,525	1,544	52,311	56,380	0	56,380
Emergency management and compliance	23,237	0	0	23,237	0	23,237
Weed and pest	10,425	0	23,192	33,617	6,618	40,235
Total Public Safety Expenditures	313,321	301,642	2,337,031	2,951,994	27,022	2,979,016
PUBLIC WORKS						
Streets and alleys	92,865	0	276,944	369,809	839,358	1,209,167
Building repair and maintenance	128,780	0	0	128,780	0	128,780
Cemetery	8,120	3,811	234,094	246,025	1,286	247,311
Maintenance shop	258,730	1,677	118,433	378,840	0	378,840
Parks and recreation	75,685	17,734	305,260	398,679	36,852	435,531
Rodeo grounds	400	2,410	0	2,810	0	2,810
Golf course	51,423	0	43,500	94,923	0	94,923
Total Public Works Expenditures	616,003	25,632	978,231	1,619,866	877,496	2,497,362
Total Expenditures	\$ 1,209,636	\$ 962,946	\$ 4,081,454	\$ 6,254,036	\$ 1,412,218	\$ 7,666,254

CITY OF LANDER, WYOMING
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED JUNE 30, 2024

Section 8, ItemA.

Federal Grantor/Pass-Through Grantor/Program Title	Assistance Listing Number	Grantor's Number	2024 Expenditures	Total Federal Loan Balance
U.S. Environmental Protection Agency				
<i>Passed through to Office of State Land and Investments</i>				
Loan - Clean Water Drinking #125	66.458	NA	\$ 0	\$ 381,692
Loan - Clean Water Drinking #128	66.458	NA	0	1,056,270
Loan - Clean Water Drinking #142	66.458	NA	0	850,262
Loan - Clean Water Drinking #141	66.458	NA	0	1,195,836
Loan - Safe Water Drinking #194	66.458	NA	0	1,040,166
Loan - Safe Water Drinking #180	66.458	NA	0	418,517
Total U.S. Environmental Protection Agency			<u>0</u>	<u>4,942,743</u>
U.S Department of Interior				
<i>Passed through the Wyoming Department of Environmental Quality, Abandoned Mine Land Division</i>				
AML Project 76 - Water Storage Tanks and Pump Station Project	15.252		2,191,900	0
Total U.S Department of Interior			<u>2,191,900</u>	<u>0</u>
U.S. Department of Justice				
<i>Passed through the Office of Victims of Crime</i>				
Crime Victim Assistance/Discretionary Grants	16.582	2022-V3-GX-58	12,836	0
Edward Byrne Memorial Justice Assistance Grant Program	16.738	2023-17373	30,639	0
Total U.S. Department of Justice			<u>43,475</u>	<u>0</u>
Federal Emergency Management (FEMA)				
<i>Passed through to Wyoming Office of Homeland Security</i>				
Homeland Security Grant Program	97.067	22-SHSP-LAN-PD-INT	28,327	0
Total U.S. Department of the Interior			<u>28,327</u>	<u>0</u>
Wyoming Department of Transportation				
<i>Passed through the WYDOT Aeronautics Division</i>				
Airport Improvement Program	20.106	3-56-0016-020-2021/22	11,514	0
Airport Improvement Program	20.106	3-56-0016-016-2020	332,422	0
<i>Passed through the WYDOT</i>				
TAP	20.205	CD23513	124,297	
State and Community Highway Safety Program	20.600	MSHVE-2023-BI-OP-01	18,901	
Total Wyoming Department of Transportation			<u>487,134</u>	<u>0</u>
Total Expenditures of Federal Awards			<u>\$ 2,750,836</u>	<u>\$ 4,942,743</u>

NOTE TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED JUNE 30, 2024

The accompanying schedule of expenditures of federal awards includes the federal grant activity of the City of Lander, Wyoming and is presented on the modified accrual basis of accounting, except for amounts presented under the U.S. Department of Agriculture and the U.S. Environmental Protection Agency, which are presented on the accrual basis. The information in this schedule is presented in accordance with the requirements of Uniform Guidance, Audits of States, Local Governments, and Non-Profit Organizations.

The City is eligible to apply a 10% de minimus indirect cost rate on certain grants that have been awarded. The City has evaluated the application of indirect costs on a grant-by-grant basis.

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**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL
REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL
STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

Honorable Members of the City Council
City of Lander
Lander, Wyoming

We have conducted an audit, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of City of Lander, as of and for the year ended June 30, 2024, and the related notes to the financial statements, which collectively comprise City of Lander's basic financial statements, and have issued our report thereon dated January 13, 2025.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City of Lander, Wyoming's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City of Lander, Wyoming's internal control. Accordingly, we do not express an opinion on the effectiveness of the City of Lander, Wyoming's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements, on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. We identified certain deficiencies in internal control, described in the accompanying schedule of findings and questioned costs as items 2024-001 that we consider to be significant deficiencies.

Report on Compliance And Other Matters

As part of obtaining reasonable assurance about whether the City of Lander, Wyoming's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances or noncompliance or other matters that are required to be reported under Government Auditing Standards.

City of Lander, Wyoming’s Response to Findings

Government Auditing Standards requires the auditor to perform limited procedures on the City of Lander, Wyoming’s response to the findings identified in our audit and described in the accompanying schedule of findings and questioned costs. The City of Lander, Wyoming response was not subjected to the other auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on the response.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity’s internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity’s internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

SUMMIT WEST CPA GROUP, P.C.

Summit West CPA Group, P.C.
Lander, Wyoming
January 13, 2025

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**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM
AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY UNIFORM GUIDANCE**

Honorable Members of the City Council
City of Lander
Lander, Wyoming

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited City of Lander's compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of City of Lander's major federal programs for the year ended June 30, 2024. City of Lander's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, City of Lander complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2024.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the City of Lander's and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of the City of Lander's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to the City of Lander's federal programs.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the City of Lander's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting

material noncompliance resulting from fraud is higher than for that resulting from error, as fraud involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the City of Lander's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the City of Lander's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the City of Lander's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the City of Lander's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control over Compliance

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that have not been identified.

The City of Lander's response to the internal control over compliance findings identified in our audit is described in the accompanying schedule of findings and questioned costs. The City of Lander's response was not subjected to the auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the response.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

SUMMIT WEST CPA GROUP, P.C.

Summit West CPA Group, P.C.
Lander, Wyoming
January 13, 2025

**CITY OF LANDER, WYOMING
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
YEAR ENDED JUNE 30, 2024**

Section 8, Item A.

SECTION I - SUMMARY OF AUDITOR'S RESULTS

Financial Statements

Type of auditor's report issued: Unmodified

Internal control over financial reporting:

Material weakness identified?	☐ Yes	☒ No
Significant deficiency identified not considered to be material weaknesses?	☒ Yes	☐ None Reported

Noncompliance material to financial statements noted? ☐ Yes ☒ No

Federal Awards

Internal control over major programs:

Material weakness identified?	☐ Yes	☒ No
Significant deficiency identified not considered to be material weakness?	☐ Yes	☒ None Reported

Type of auditor's report issued on compliance for major programs: Unmodified

Any audit findings disclosed that are required to be reported in accordance with Uniform Guidance. ☐ Yes ☒ No

Identification of major programs:

ULN Numbers

Name of Federal Program or Cluster

15.252

Abandoned Mine Land Reclamation (AMLR) Grants

Dollar threshold used to distinguish between Type A and Type B programs:

\$750,000

Auditee qualified as low-risk auditee?

☐ Yes ☒ No

**CITY OF LANDER, WYOMING
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
YEAR ENDED JUNE 30, 2024**

Section 8, ItemA.

SECTION II - FINANCIAL STATEMENT FINDINGS

Finding 2024-001 - Restatement of Financial Statements Due to Incorrect Accounting for Accrued Wages

Condition

Management is responsible for the preparation and fair presentation of financial statements in accordance with accounting principles generally accepted in the United States of America. This includes the design, implementation, and maintenance of internal controls to ensure the accuracy and completeness of financial records. During the audit, it was identified that wages earned by employees for the last pay period in June had not been properly accrued in the City's financial records, resulting in the restatement of the financial statements.

Criteria

In accordance with generally accepted accounting principles (GAAP), expenses should be recognized in the period incurred. Properly accruing wages ensures that the financial statements accurately reflect the City's financial position and liabilities as of year-end.

Cause

The deficiency occurred because the City's accounting processes did not include adequate procedures for identifying and accruing wages earned but unpaid at year-end.

Effect

The financial statements for the prior year were misstated, as they did not include the wages earned but unpaid as of year-end. This resulted in a negative adjustment of \$101,415 to the beginning fund balance of the General Fund and a negative adjustment of \$40,838 to the beginning net position of the Proprietary Fund. The financial statements were restated to reflect the liability for accrued wages in both funds.

Questioned Costs

Not applicable

Sampling Method

Not applicable

Recommendation

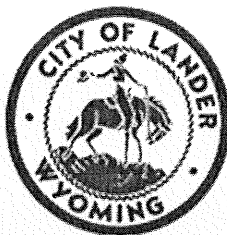
It is recommended that the City enhance its procedures for year-end financial close to ensure all wages earned but unpaid as of June 30 are properly accrued. This should include implementing a detailed review of payroll records to identify unpaid wages at the end of the reporting period. Additionally, the City should provide training to accounting staff on the proper recognition of accrued expenses to prevent similar issues in the future.

Response and Views of Responsible Officials

See Corrective Action Plan and Response to Findings

SECTION III - FEDERAL AWARD FINDINGS AND QUESTIONED COSTS

None noted



City of Lander Wyoming
250 Lincoln Street
Lander, WY 82520

CORRECTIVE ACTION PLAN

Corrective Action Item Finding 2024-001: Restatement of Financial Statements Due to Incorrect Accounting for Accrued Wages

Individual Responsible: Charri Lara, City Treasurer

Anticipated Completion Date: 03/01/2025

Corrective Action: The City treasurer, a member of the Wyoming Association of Municipalities (WAM), actively participates in meetings to stay informed about state and municipal financial matters. However, challenges have arisen in properly accounting for accrued wages due to the complexity of payroll procedures and the need for precise year-end adjustments.

To address this, the City is committed to enhancing its year-end financial close processes. Specifically, the City will implement a review procedure to ensure all wages earned but unpaid as of year-end are properly accrued. The City will also seek guidance and training opportunities through professional organizations, such as WAM and other municipal finance networks, to strengthen compliance with generally accepted accounting principles (GAAP). These efforts will support accuracy in financial reporting and process improvements moving forward.

**CITY OF LANDER, WYOMING
SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS
JUNE 30, 2023**

Section 8, Item A.

SIGNIFICANT DEFICIENCY

Corrective Action Item 2023-001: Internal controls over Financial Reporting

Condition: The City experienced inconsistencies in recording accounting transactions and delays in completing the year-end closing process, particularly regarding debt and lease information, due to insufficient training of accounting personnel in dealing with complex accounting matters.

Current Year Status: This deficiency has been corrected.

Corrective Action Item 2023-002: Implementation of New Accounting Standards

Condition: The City does not have a proper system of internal control over financial reporting in place that includes staying up to date on accounting changes and developing a plan to implement new accounting pronouncements in a timely manner.

Current Year Status: This deficiency was corrected

	CITY OF LANDER		
	REGULAR CITY COUNCIL MEETING		
	Tuesday, January 14, 2025, at 6:00 PM		
	City Council Chambers, 240 Lincoln Street		
	MINUTES		

1. **CALL TO ORDER** Mayor Richardson led the Pledge of Allegiance and called the meeting to order at 6:00 PM. Roll Call. COUNCILMEMBERS PRESENT: John Larsen, Dan Hahn, Josh Hahn, Julia Stuble, Melinda Cox, Missy White and Mayor Monte Richardson. Declaration of a quorum. STAFF PRESENT: Police Captain Kelly Waugh, Public Works Director Lance Hopkin, Assistant Mayor Rajeane Strube Fossen, City Treasurer Charri Lara, City Attorney Adam Phillips, City Clerk Rachelle Fontaine.

2. **APPROVAL OF AGENDA**

Motion made by Council President Cox to amend the agenda and include First Interstate Bank as a City of Lander Official Depository for 2025 under #9 Consent Agenda item D.

The motion was made by Councilmember Larsen to approve the agenda as amended and seconded by Council President Cox. Councilmembers Voting Yea: Larsen, White, D Hahn, Cox, Stuble, J Hahn. Motion passed.

3. **PUBLIC HEARING 2025 2026 Liquor License Renewals**

- A. Mayor Ricardson opened the public hearing at 6:03 PM.
- B. Introduce and read: City Clerk Rachelle Fontaine stated the liquor licenses up for renewal for the February 21, 2025, to February 20, 2026, term are those listed in the agenda packet and advertised in the Lander Journal. All the renewal documents have been submitted and any correction memos from the State of Wyoming have been addressed. She commented that the police department may have information concerning the establishments.
- C. Public comment: Councilmember Stuble inquired whether the police department has any concerns with any of these entities in terms of cooperation with the department, or any hot spots with frequent violations of law. Captain Waugh reported that the Grizzly Bar and Grill had seven calls for service in December. That is a hot spot for the department. Discussion ensued as to not renewing the license, provisionally renewing, suspending the license or renewing and following the current Municipal code 2-2-6. Further discussion was held concerning potential changes to the municipal code mirroring other municipalities and institute point systems, or the like for liquor license holders.

Charles Woolwine addressed the council concerning the indiscriminate negative effects of the drug alcohol on people and society. He objects to the government encouraging citizens to use this destructive drug. He commented that although Lander has twenty-seven liquor licenses, it does not mean the City has to use them all.

John Shade addressed the Council as well. Mr. Shade has a business property across the street from the Grizzly Bar and Grill. He is in favor of an ordinance creating a graduated system for liquor license revocations. When the End Zone was closed for repairs he did not have problems with vehicles and beer bottles left in his parking lot. He believes this impacts his ability to have a professional business.
- D. Mayor Richardson closed the public hearing at 6:20 PM.

4. **PUBLIC HEARING Application for Retail Liquor License #10 Transfer of Ownership from WR Holdings, LLC d/b/a Zanders to Bailey Enterprises Inc. d/b/a Pit Stop 6 LLC, 730 East Main Street Lander, SE1/4SW1/2 OF SEC 17, T33N, R99W, 6TH PM, FREMONT COUNTY, WY COMMERCIAL**

- A. Mayor Richardson opened the public hearing at 6:20 PM.
- B. Introduce and read: The City Clerk Rachelle Fontaine stated, as advertised, the City received an application to transfer retail liquor license #10 from WR Holdings, LLC d/b/a Zanders to Bailey

Enterprises, Inc d/b/a Pit Stop #6 LLC in the same location. The transfer would include the remainder of the current license term as well as the renewal through February 20, 2026.

- C. Public comment: Applicant Mike Bailey addressed the Council explaining their policy is to have all employees TIPS trained, they have a zero-tolerance policy on selling alcohol to those underage. This is a package retail establishment with no onsite consumption of alcohol.
- D. Mayor Richardson closed the public hearing at 6:23 PM.

5. NEW BUSINESS (NON-ACTION ITEMS)

- A. Civil City Attorney Adam Phillips administered the Oath of Office to newly re-elected Councilmembers Julia Stuble, Dah Hahn, and Melinda Cox.
- B. Complete Official Depository Disclosures. Each Councilmember completed official depository disclosures.
- C. Assign Council Liaison Positions
Council President Cox discussed councilmember duties such as reading packets and liaison positions. Council President Cox commented that each councilmember should be assigned at least two liaison positions to cover the community and learn the needed information. Melinda Cox was assigned the Lander Chamber of Commerce and the Golf Course. Josh Hahn was assigned to the Lander Old Timer's Rodeo Association (LOTRA) and the Fremont County School District #1. Dan Hahn was assigned to the Planning Commission and the Lander Economic Development Association (LEDA). John Larsen was assigned to the Planning Commission, Senior Center, and the Popo Agie Conservation District. Missy White was assigned Environment and Energy Task Force, the Lander Economic Development Association (LEDA) and Fremont County Solid Waste. Julia Stuble was assigned to Fremont County School District #1 and the Tree Board.

6. COMMUNICATION FROM THE FLOOR

- A. Public Comment
Janelle Hahn addressed the council commenting on the tragic Southern California fire and the hazards dense housing creates. She thanked councilmembers for voting against zoning changes as well as the Fremont County firefighters who have a truck assisting in California.
Charles Woolwine congratulated the re-elected councilmembers Hahn, Cox, and Stuble. He advocated for the equality state of Wyoming to be a Safe Haven for all unborn children providing statistics on deaths due to shark attacks, children killed due to financial reasons, poor timing, and partner-related issues.

7. MAYOR AND COUNCIL UPDATES

Councilmember Larsen provided a LOTRA update. LOTRA is making arena improvements which is being used more than in previous years. The life of the landfill has been extended to approximately 2027 due to increased compaction. The new transfer building is close to completion.

Councilmember White provided a Senior Center and Central Wyoming Regional Airport update. The Senior Center is planning a prime rib dinner and a Whimpy Burger fundraiser. They are using their electric cars to cut down on costs. Central Wyoming Regional Airport had their best year with 21,704 enplanements.

Councilmember Dan Hahn spoke about the Wyoming Department of Transportation to inform the council and the public about the magnitude of operations WYDOT provides. WYDOT employs 2000 people in 60 locations. WYDOT is engineer-based and serves the safety and needs of the people on 8,000 miles of highway and 2,000 bridges.

President Cox stated that LEDA is going through strategic planning. She further commented on TIPS training and law enforcement compliance checks with liquor license holders.

Councilmember Stuble Inquired about LEDA's process and timeline. She provided a Tree Board update. The Tree Board has a draft set of by-laws for Attorney Phillips to review that can then be adopted by the Council.

Mayor Richardson thanked councilmembers Dan Hahn, Melinda Cox, and Julia Stuble for serving again.

8. STAFF REPORTS

Captain Waugh thanked the Council and Mayor for their support for the department. He described a new special investigation camera the department acquired.

Public Works Director Lance Hopkin provided a project update. There was a pre-bid meeting for McFarlane Drive, the Gannett Peak Schools and Lincoln Street projects that should be under construction this summer. The meter replacement project is moving along and is about 1/3 done. The tank and pump station will be done this spring. The Bishop Randall project by the hospital should also be under construction this summer. The Wells project funding was not as successful as hoped. Councilmember Dan Hahn inquired about the water breaks and street in front of Bomgaars. A discussion ensued concerning potential solutions.

Assistant Mayor RaJean Strube Fossen made two requests for unintended expenditures. The first expenditure was for a strategic planning facilitator. Staff believe it is important to hire an outside, independent facilitator. Facilitator costs are between six to ten thousand dollars, which is below the seventy-five thousand dollar bid requirement threshold. The second expense is for two part-time temporary office clerks to assist in the digitizing and organization of documents. The Council approved this job description last year; however, the City was not able to fill it. This year there was a great response. The additional cost for a second person would be approximately five to seven thousand dollars.

Treasurer Charri Lara sought clarification concerning the Council's intentions for half-cent economic development fund expenditures and awards. The September through December quarter just finished. She understands the Council intends to give twenty percent for air services, and ten percent to WRTA for ground transportation this quarter and withhold the remaining seventy percent and not distribute those funds. The annual audit should be done soon and hopefully presented at the next work session via Zoom. Next week she is traveling to Cheyenne to attend the WAM Winter Conference, as well as Mayor Richardson, Council President Cox, Assistant Mayor RaJean Strube Fossen, and Public Works Director Lance Hopkin.

Civil City Attorney Adam Phillips provided a brief recitation on city council conflicts of interest.

9. CONSENT AGENDA

A. Approve Regular City Council December 10, 2024, Minutes

B. Approve Bills and Claims

71 CONSTRUCTION CO Paving 41,042.85, ADAM E PHILLIPS ATTORNEY AT LAW Professional Fees 5,000.00, ADVANCED HEATING INC. Heater repair in shop 2,343.00, ALSCO Community Center Linens 112.28, ANGEL ARMOR Body Worn Vests, Carriers and Armor. 26,321.26, APPLIED CONCEPTS INC 3 Radars.7,509.48, ARTERY CONSTRUCTION Customer costs advanced 5,342.13,ATEC Police Car Fitting 15,226.78, AYRES ASSOCIATES INC Master Plan by Ayres – Professional Services thr 13,091.50, BADGER METER INC Beacon Mobile Hosting & Annual Login License 1,376.40, BALSAMROOT ROASTERS LLC 1/2 Recipient 1,781.75, BEACON ATHLETICS LLC Freight for Bleachers 3,700.00, BILL JONES PLUMBING & HEATING INC Toilet Repair - Museum 136.12, BLACK HILLS ENERGY Acct #3608 1654 36 DEC2024 1,006.04, BLACK HILLS ENERGY Acct #3608 1654 36 DEC2024 1,462.18, BLACK HILLS ENERGY Acct #3608 1654 36 DEC2024 3,352.37, BLACK HILLS ENERGY Acct #3608 1654 36 DEC2024 789.23, BLACK HILLS ENERGY Acct#3608 1654 36 DEC2024 3,204.04, BLACK HILLS ENERGY Acct #3608 1654 36 DEC2024 44.04, BOYLE ELECTRIC Cold Storage to Warm Storage 2,133.38, BOYLE ELECTRIC Install roof clips, heat trace, end seal kit and mo 5,517.80, BOYLE ELECTRIC VFD replacement labor and parts 24,890.00, CASELLE INC Source Code Escrow 200.00, CENTRAL BANK & TRUST Petty Cash Reimbursement DEC2024 1.47, CENTRAL BANK & TRUST Petty Cash Reimbursement DEC2024 105.00, CENTRAL BANK & TRUST Petty Cash Reimbursement DEC2024 248.00, CENTRAL BANK & TRUST Petty Cash Reimbursement DEC2024 6.25, CENTRAL BANK & TRUST Petty Cash Reimbursement DEC2024 123.00, CENTRAL BANK & TRUST Petty Cash Reimbursement DEC2024 60.00, CENTRAL BANK & TRUST Ice Rink Start up Money 495.00, CENTRAL BANK & TRUST Fireman Pay night 19,975.00, CITY PLUMBING & HEATING INC serviced boiler in rural water house 303.94, CITY PLUMBING & HEATING INC Cold storage heating 1,709.04, CIVICPLUS Website Annual Subscription 4,848.00, CIVICPLUS Municode - Annual Software January 1, 2025 1,700.00, COMMUNITY CENTER REFUNDS LANDER ART C 300.00,CORP OF ENGINEERS Flood Mitigation payment 13,500.00, CROELL INC 2' super blocks 600.00, DORSETT TECHNOLOGIES

INC 2 Pressure sensors for Ellis tank vault 1,523.96, DOWL Engineering work to be reimbursed by CD23514 11,828.28, DRUG TESTING SERVICES LLC employee screening 100.00, DRUG TESTING SERVICES LLC employee screening 100.00, FAIRFIELD TREE AND LAWN CARE Christmas Lights Install 5,700.00, FLEX SHARE BENEFITS (173): 259.80, FOSTER + FREEMAN USA INC Crime-Lite Auto Forensic Evidence Camera 43,841.12, FREMONT COUNTY TREASURER Dispatch - Police & Fire 17,695.81,FREMONT COUNTY TREASURER Dispatch - Police & Fire 499.24, FREMONT COUNTY TREASURER December jail bill 2,530.00, FREMONT COUNTY TREASURER JAIL BILL 10,230.00, FREMONT MOTOR COMPANY Engine oil cooler and intake gaskets 218.96, FREMONT MOTOR COMPANY PCV line 18.68, HACH COMPANY Testing reagent and Desiccant cartridges for Tur 410.25, HACH COMPANY CL17 Chlorine reagents 916.20, HDR ENGINEERING INC Tank and Pump Station Engineering 8,371.46, HDR ENGINEERING INC CMAR Eng 13,418.75, HDR ENGINEERING INC Misc Modeling and GIS 1,808.75, HDR ENGINEERING INC Buena Vista Eng 4,066.25, HDR ENGINEERING INC Rebidding Project 2,401.11,HDR ENGINEERING INC Baldwin Creek Intersection Study 3,582.50, HDR ENGINEERING INC Baldwin Creek Intersection Study 1,767.25, HDR ENGINEERING INC Baldwin Creek Rd- Task 4a- Storm Water 14,390.75, HEIKKILA CONSTRUCTION LLC punchlist for ceiling tiles and cabinets 550.00, HOMETOWN OIL (230): 74.91 INQUIREHIRE background screening 160.50, INTOXIMETERS Sotoxa Drug Testing Machine 5,662.30 JOE JOHNSON EQUIPMENT Camera for vactor truck 200.00, KLEEN PIPE LLC clean and video s. 3rd street 4,192.46, KLEEN PIPE LLC clean and video S. 3rd 7,895.80, KLEEN PIPE LLC clean and video 300 blk of Market 1,725.37, KLEEN PIPE LLC clean and video S. 4th 1,501.44, LANDER ELKS LODGE #2317 Final payment for Elks - Christmas Party dinner 4,675.00, LANDER FREE MEDICAL 1/2 Recipient 1,675.90, LONG BUILDING TECHNOLOGIES INC Air handler repairs at LCCC over 3 days 3,603.87, MASTERCARD Supplies 20.00, MASTERCARD CEU courses for Wastewater hours 169.90 MASTERCARD Heater Filters 25.16, MASTERCARD Spectrum Fiber Nov2024 449.50, MASTERCARD Spectrum Fiber Nov2024 449.50, MASTERCARD Acct #333888956 Oct & Nov 2024 166.06, MASTERCARD Acct #333888960 Nov2024 242.66, MASTERCARD PVC fittings for wtp house water feed line 5.96, MASTERCARD cable for front counter computer 22.99, MASTERCARD PE License Renewal 90.00,MASTERCARD Lodging for Hunter, Dustin and Chris for WCBO 696.00, MASTERCARD snap rings and pliers 51.52, MASTERCARD plumbing parts for sewer ponds 27.88, MASTERCARD toilet for sewer ponds building 319.85, MASTERCARD WAM Winter Workshop Registration 265.00, MASTERCARD 2' super blocks 211.00, MASTERCARD new toilet and water stop for streets 324.87, MASTERCARD shop tools replace recip saw 286.56, MASTERCARD sinks canyon curb box extension 138.94, MASTERCARD sinks canyon service line 120.66-, MASTERCARD sinks canyon service 120.66, MASTERCARD sinks canyon service 120.66-, MASTERCARD meter adapters 166.46, MASTERCARD Phones – All 375.33, MASTERCARD Phones – All 249.08 MASTERCARD Phones – All 290.06, MASTERCARD Phones - All 25.76, MASTERCARD Phones All 113.85, MASTERCARD Booties and Hook rack 51.77, MASTERCARD November 2024 2nd set of BacT samples 60.00, MASTERCARD BacT sample for Mortimore Lane and Sinks Can 15.00,

MASTERCARD Copier supplies toners and calendars and filters 416.18, MASTERCARD Desk Refund 1,269.99-, MASTERCARD BacT Test on new Ellis Tank 15.00, MASTERCARD Meeting Lift 37.35, MASTERCARD sun visor 250.53, MASTERCARD Printer for Front Counter 359.00, MASTERCARD AAA batteries for office 11.01, MASTERCARD Flag and bulletin board strips for conference roo 205.99, MASTERCARD Replacement printer for council chambers 359.00, MASTERCARD keyboard for front counter 18.99, MASTERCARD Supplies 30.98, MASTERCARD CO Detectors LOR Project 4,368.00 MASTERCARD Supplies for Hunt Field taxiway markers 88.56, MASTERCARD Replacement banner arms for Main Street Light 276.45, MASTERCARD Prof fees – LLLC 249.00, MASTERCARD 4 stroke fuel and a flare plug for ice machine 44.95, MASTERCARD Rubber flex coupling for bunker washer 8.99, MASTERCARD Radio holders for the new radios 194.97, MASTERCARD 9 X plastic beaded chain cord for the airport win 80.43, MASTERCARD planners, winter work gloves 246.10,MASTERCARD Monitor 158.00,MASTERCARD Grinding wheel 7.41, MASTERCARD Monitor Stands 137.13, MASTERCARD Windows 10 expiring - computers to replace 14,279.83, MASTERCARD Wago wire lever nuts, 1.25"" unions 58.63, MASTERCARD large format map printing 111.17, MASTERCARD City map print for conference room 49.49, MASTERCARD Water Billing NOV2024 691.93, MASTERCARD office supplies 284.78,MASTERCARD WAM WINTER WORKSHOP REGISTRATION 265.00, MASTERCARD thread lock, fuel treatment, oil 52.06, MASTERCARD Travel for Training 61.30, MASTERCARD supplies 110.00, MASTERCARD Supplies 215.24,MASTERCARD December 2024 1st set of BacT samples 75.00, MASTERCARD Gloves and garbage bags for cleaning Alum roo 53.47, MASTERCARD Desk - Bld Insp 1,269.99, MASTERCARD refund 183.61-,MASTERCARD Form

480.00, MASTERCARD Vehicle graphics 970.55,MASTERCARD gasket x3 hose od tbolt 9.20, MASTERCARD Tree Removal - Community Center 3,000.00, MASTERCARD Community Center Tree Trimming 4,000.00, MASTERCARD AWS for Stacker 23.22, MASTERCARD Conference registration 265.00,MASTERCARD Supplies 327.89, MASTERCARD Dues 110.00, MASTERCARD Conference 265.00, MASTERCARD Training Lunch for Instructors 23.36, MASTERCARD Christmas Tree Lights for Centennial Park 209.79, MASTERCARD Light Up Lander Chamber Newsletter Insert 75.00, MASTERCARD Uniforms 645.03, MASTERCARD Supplies 40.00, MASTERCARD Computer – Court 839.99, MASTERCARD Monitors – Court 423.72, MASTERCARD Screw gun extension - Babe Ruth backstop rem 11.99, MASTERCARD GFCI Covers for Main Street treewells 125.63, MASTERCARD Flat Hand Switches for Patrol Vehicle 53.90, MASTERCARD Motel for Training 733.50 MASTERCARD Patrol car dome lights 153.60, MASTERCARD Randy Lutterman - 20 year gift 50.98, MASTERCARD Trash Collection Nov. 2024 718.70, MASTERCARD Trash Collection Nov. 2024 973.35, MASTERCARD Trash Collection Nov. 2024 149.71 MASTERCARD Trash Collection Nov. 2024 170.95, MASTERCARD Trash Collection Nov. 2024 156.77 MASTERCARD Trash 5.80, MASTERCARD RFQ advertisement for Farthing Slip 541.79, MASTERCARD Postage evidence to crime lab 4038 and 39 12.50, MASTERCARD Fuel for Travel 46.02, MASTERCARD Fuel for Travel 49.79, MASTERCARD Remote control for Centennial Park tree 25.99, MASTERCARD Google Workspace Nov.2024 853.20, MASTERCARD Google Workspace Nov.2024 853.20, MASTERCARD Propane 35.91, MASTERCARD Sink, fridge line repairs for city remodel 941.02, MASTERCARD November wastewater testing 309.00, MASTERCARD November Wastewater Sampling 345.00, MASTERCARD November Wastewater Testing 309.00, MASTERCARD November Wastewater Sampling 345.00, MASTERCARD D batteries for hand sanitizer machine 13.99, MASTERCARD extension cords for conf room 40.11, MASTERCARD xmas auction items 221.92, MASTERCARD Battery cleaner 11.98, MASTERCARD Electrical repair 40.26, MASTERCARD Mouse traps for wtp 13.94,MASTERCARD Parts and tools for putting in bulkhead for house 46.13, MASTERCARD jack for steamer trailer 49.99, MASTERCARD Computer - court 839.99, MASTERCARD Homicide Training Class Jesse Mattocks 695.00, MASTERCARD 4.98 Gallons Non-Ethanol, unleaded fuel for sm 23.00 MASTERCARD Filters for Stock 58.30, MASTERCARD Oil and Brake fluid for stock 94.60, MASTERCARD tie rod end 62.86, MASTERCARD filters, floor dry, Howes diesel additive 177.97, MASTERCARD trans filter and dex 6 124.96, MASTERCARD brake clean, brake fluid, oil 200.62, MASTERCARD Inverters and cables for MDT 260.57, MASTERCARD DEF fluid for T1 and E9 27.98, MASTERCARD tach cloth, PB blaster 37.64, MASTERCARD brake master cylinder 128.22, MASTERCARD squeegee and microfiber towels 15.70, MASTERCARD brake master cylinder 172.82 MASTERCARD Tpm sensor's 109.98, MASTERCARD filter housing ST-9 82.29, MASTERCARD starting fluid sea foam 32.55, MASTERCARD credit 105.92-, MASTERCARD Drill oil 39.56, MASTERCARDstock order 135.81, MASTERCARD stock order 105.69, MASTERCARD inner tie rod returning 45.41, MASTERCARD relays for inverters 101.97, MASTERCARD Supplies 20.00, MASTERCARD Supplies 80.00, MASTERCARD Fuel for Travel 31.66, MASTERCARD e-coli testing for Oct. 2024 315.00, MASTERCARD e-coli testing for Nov. 2024 270.00, MASTERCARD Startup equipment parks 2,665.99 MASTERCARD Ethanol Free Fuel 67.72, MASTERCARD Service Contract 1,745.00, MASTERCARD Service Contract 1,745.00, MASTERCARD 2 Leaf Rakes - City Park; 1 pack C Batteries for 56.67 MASTERCARD Vonage December 2024 827.39, MASTERCARD Vonage December 2024 827.40, MASTERCARD Original Order: Replacement AED for Senior C 567.00, MASTERCARD Coffee and Donuts for Training 33.96, MASTERCARD AA batteries for plant use, propane tank heater f 115.18, MASTERCARD Hammer Drill bits and concrete screws 33.11, MASTERCARD Peanut butter fo mouse bait 2.49 MASTERCARD Propane tank and tank fill 134.95, MES ROCKY MOUNTAINS Compressor CO Calibration and air sample 319.37, METRON FARNIER Meter Install 219,791.99, MOST DEPENDABLE FOUNTAINS Fountains Grant 15,825.00, NORCO INC Acct #GT871 mig gas and torch regulator 222.47 NORCO INC Acct #GT871 Cylinder Rental 97.50 ONE CALL OF WYOMING dig tickets for Dec. 2024 15.75 ONE CALL OF WYOMING 73539 43.50 PAYMERANG LLC Quarterly Service Agreement Fees July-Sept 20 310.00 PAYMERANG LLC Quarterly Service Agreement Fees July-Sept 20 310.00, PERFECT POWER INC Annual Xmas light GFCI maintenance on Main 853.11 POPO AGIE CONSERVATION DISTRICT 2025 Garden Expo Sponsorship 200.00 PREMIER VEHICLE INSTALLATON INC radar display cables 245.14 PREMIER VEHICLE INSTALLATON INC VSS cables 310.56 REWORX Contracted services for airtable functions 2,985.00 RIVER OAKS COMMUNICATIONS CORP Franchise Work 1,567.50 RIVERTON TIRE & OIL CO (431): 1,476.84 ROCKY MOUNTAIN POWER Acct #58604211-001 3 DEC2024 3,520.23 ROCKY MOUNTAIN POWER Acct #58604211-001 3 DEC2024 356.93 ROCKY MOUNTAIN POWER Acct #58604211-001 3 DEC2024 1,680.95 ROCKY MOUNTAIN POWER Acct #58604211-001 3 DEC2024 4,292.14 ROCKY MOUNTAIN POWER Acct #58604211-001 3 DEC2024 377.83

ROCKY MOUNTAIN POWER Acct #58604211-001 3 DEC2024 180.62 ROCKY MOUNTAIN POWER Acct #58604211-001 3 DEC2024 5,715.92 ROCKY MOUNTAIN POWER Acct #58604211-001 3 DEC2024 3,50 ROCKY MOUNTAIN POWER Acct #58693041-001 2 10.10- SENTINEL SECURITY Repair of 2 cameras at Water Treatment Plant 142.50 SIMPLIFILE yearly fee 99.00 STOTZ EQUIPMENT Front pinion seal 27.30 STRIKE CONSULTING GROUP McFarlane Drive 2,791.25 STRIKE CONSULTING GROUP MFPA Streamgaging 626.25 STRIKE CONSULTING GROUP Developing and organizing a sanitary sewer vid 5,256.25 STRIKE CONSULTING GROUP Project Management 2,827.50 STRIKE CONSULTING GROUP Easement Review 326.25 SUMMIT WEST CPA GROUP P.C. IT Services for Police 975.00 SUMMIT WEST CPA GROUP P.C. 2023-2024 Audit progress billing 5,000.00 SUMMIT WEST CPA GROUP P.C. 2023-2024 Audit progress billing 5,000.00 SUMMIT WEST CPA GROUP P.C. IT Services for Police & Water Treatment Plant 779.21 SUMMIT WEST CPA GROUP P.C. IT Services for Police & Water Treatment Plant779.22 THATCHER COMPANY Tanker of Aluminum Sulfate 11,435.80 TWEEDS WHOLESALE CO. (523): 883.91 USA BLUE BOOK Manhole bridge for jet truck 288.95 WALLER, TECIA Maintenance at LCCC and City Hall 3,500.00 WALLER, TECIA Maintenance at LCCC and City Hall 500.00 WALLER, TECIA Maintenance at LCCC and City Hall 500.00 WAMCO LAB INC. wet test for the sewer ponds 2,300.00 WATER REFUNDS REFUND WATER DOEBELE 55.65 WATER REFUNDS REFUND - WATER RHEANNA BURT 53.90 WESTERN LAW ASSOCIATES Trials-Prosecuting Atty 3,197.10 WHITING LAW PC Dec 2024 Services 315.00, WILLIAM H SMITH & ASSOC S 9th Predesign Survey and Geotech 9,555.80 WWQPCA Memberships for WWQ PCA 120.00 WYDOT 2025 License Plate Renewal950.00- WYDOT - FINANCIAL SERVICES Cust #60 Fuel NOV2024 2,678.29 WYDOT - FINANCIAL SERVICE Cust #60 Fuel NOV2024 375.56 WYDOT - FINANCIAL SERVICES Cust #60 Fuel NOV2024 1,339.14WYDOT FINANCIAL SERVICES Cust #60 Fuel NOV2024 1,339.14 WYDOT FINANCIAL SERVICES WYDOT Fuel DEC2024 2,309.07 WYDOT - FINANCIAL SERVICES WYDOT Fuel DEC2024 223.21 WYDOT FINANCIAL SERVICES WYDOT Fuel DEC2024 1,154.53 WYDOT FINANCIAL SERVICES WYDOT Fuel DEC2024 1,154.53 WYOMING DEPT OF REVENUE Sales tax on concessions 1-1-24 to 12-31-24 136.30 WYOMING MACHINERY CO. Credit on Account 212.32-WYOMING MACHINERY CO. Credit on Account 6,863.18-WYOMING MACHINERY CO. Snow Blade 13,915.00 WYOMING RETIREMENT SYSTEM Firefighter Retirement 618.75 WYOMING TAXPAYERS ASSN. Dues 195.00, Part-time employee gross wages Municipal Court 1,176.53, Police 1,936.00 December 31,2024 Payroll 237,358.09, Aflac 467.29, Child Support 1,554.50, Colonial Life 232.55 Payroll Taxes 83,476.24, Fascorp Deferred Comp 7,115.00 FlexShare Benefits 1,191.67 NCPERS - Prudential Life 128.00, Trustmark Insurance Benefits 394.65 Unum 0.38 WEBT - WY Educators Benefit Trust (Health Ins.) 89,029.29 Workers Comp 5,104.89 Wyoming Retirement System 60,482.80.

- C. Approve 2025 2026 Liquor License Renewals- REMOVED FROM THE CONSENT AGENDA
 - D. Appoint City of Lander Official Depositories for 2025 for the following:
 - 1. US Bank
 - 2. Central Bank and Trust
 - 3. Wyoming Community Bank
 - 4. Wells Fargo
 - 5. First Interstate Bank
 - E. Appoint the Lander Journal as the City of Lander's Official Newspaper
- Council President Cox moved to approve the Consent Agenda.
- Councilmember White moved to remove item C Liquor License Renewals 2025 2026 from the Consent Agenda.
- Motion to approve consent agenda minus item C Liquor License renewals Seconded by Councilmember Larsen. Councilmembers Voting Yea: Larsen, White, D Hahn, Cox, Stuble, J Hahn. Motion passed.

10. NEW BUSINESS (ACTION ITEMS)
- A. Approve 2025 2026 Liquor License Renewals as follows:
 - AMERICAN PIZZA PARTNERS LP, PIZZA HUT 670 E MAIN ST, LANDER, WY SE1/4, SW1/4, SEC 17, T33N, R99W, FREMONT COUNTY, C GENERAL COMMERCIAL
 - COALTER GROUP LLC, GANNETT GRILL & LANDER BAR 126 MAIN ST, LANDER, WY LOTS 17-19, BLOCK 16, ORIGINAL TOWN OF LANDER, C GENERAL COMMERCIAL DISTRICT
 - EATERY 223 LLC, LINCOLN STREET BAKERY 223 LINCOLN ST, LANDER, WY

LOT 2 W10 & LOT 3 E 40, ORIGINAL TOWN OF LANDER BLK 17, C GENERAL COMMERCIAL
EL SOL DE MEXICO INC, EL SOL DE MEXICO 453 MAIN ST, LANDER, WY
LOT 5, BLOCK 24, ORIGINAL TOWN OF LANDER, C GENERAL COMMERCIAL DISTRICT
EL VAQUERO 2 MEXICAN GRILL & CANTINA INC. 720 E MAIN ST., LANDER WY 82520
TWP 33N RNG 099W SEC 17 TR IN SESW LANDER, FREMONT COUNTY, COMMERCIAL DISTRICT
ELKS BPO 2317, 492 LINCOLN ST, LANDER, WY
LOT 11, BLK 10, RIVERSIDE ADDITION, O.T. OF LANDER, C GENERAL COMMERCIAL DISTRICT
KITCHEN SINKS INC, COWFISH, 148 MAIN ST, LANDER, WY
LOTS 15 & 16, BLOCK 18, ORIGINAL TOWN OF LANDER, C- GENERAL COMMERCIAL DISTRICT
LANDER BREWING COMPANY, LLC 148 MAIN ST, LANDER, WY
LOTS 15 & 16, BLOCK 18, ORIGINAL TOWN OF LANDER, C GENERAL COMMERCIAL DISTRICT
LANDER GOLF COURSE, 1 GOLF COURSE DR, LANDER, WY
NW1/4, NE1/4, SEC 19 & 20, T33N, R99W, 6TH P.M., C GENERAL COMMERCIAL DISTRICT
LIK INC, MAVERICK MOTEL RESTAURANT & LOUNGE, 808 MAIN ST, LANDER, WY
LOTS 19 & 20, BLOCK 105, EARL & FARLOW ADDITION, C DISTRICT
LIQUID COURAGE LLC, LIQUID COURAGE BAR & GRILL 592 MAIN ST STE 1, LANDER, WY
LOT 11, ORIGINAL TOWN OF LANDER BLOCK 14, C GENERAL COMMERCIAL DISTRICT
MAVERIK INC, MAVERIK #389, 135 E MAIN ST, LANDER, WY
PT OF SEC 18, T33N, R99W, 6TH P.M. & LOT 2, RIVER PLACE TOWNHOMES, CITY OF LANDER
MIDDLE FORK INC, (THE) 351 MAIN ST, LANDER, WY
LOT 7, BLOCK 23, ORIGINAL TOWN OF LANDER, C GENERAL COMMERCIAL
MINI MART INC, LOAF N JUG #155, 195 W MAIN ST, LANDER, WY
LOTS 9 & 10, BLOCK 21, ORIGINAL TOWN OF LANDER, C GENERAL COMMERCIAL DISTRICT
MR DS FOOD CENTER, 725 MAIN ST, LANDER, WY LOTS 16 & 17, VACATED ALLEY OF BLOCK 27,
EARL & FARLOW ADDITION, C GENERAL COMMERCIAL
MULINO BRISTO, LLC 129 MAIN ST, LANDER, WY
ORIGINAL TOWN OF LANDER, BLK 21, LOTS 3-4 & PART OF LOTS 2 & 5, REPLAT, LOT 2A
PUSHROOT LAGERHAUS, LLC, PUSHROOT BREWING COMPANY 595 MAIN STREET, LANDER,
WY ORIGINAL TOWN OF LANDER BLK 25 W30 OF LOT 9 & ALL LOT 10, C GENERAL COMMERCIAL
OXBRIDGE CORPORATION, OXBOW (THE) 170 E MAIN ST, LANDER, WYvSW1/4, SE1/4, SEC
18, T33N, R99W, 6TH P.M., LOTS 19 & 20, & PT OF 18, C GENERAL COMMERCIAL
SAFEWAY STORES 46 INC, SAFEWAY STORE #2761 1165 MAIN ST, LANDER, WY
NE1/4 NE1/4 OF SEC 13, T33N, R100W, 6TH P.M., CITY OF LANDER, ZONED C-GEN COMM DIST
SILVER SPUR LANES INC, SILVER SPUR LANES 1290 MAIN ST, LANDER, WY
PTN OF LOTS 9 -14, BLOCK, 144, GUSTIN ADDITION, SUNSET ADDITION, C GENERAL
SINK & RISE INC, INN AT LANDER, 260 GRAND VIEW DR, LANDER, WY
LOTS 10-16, BLOCK 4, DILLON VISTA SUBDIVISION, CITY OF LANDER, C GENERAL COMMERCIAL
SWEETWATER FOOD & BEVERAGE LLC, ONE STOP MARKET 8116 HWY 789, LANDER, WY
LOT 1 & PORTION OF LOT 2, BLOCK 2, DILLON VISTA SUBDIVISION, C GENERAL COMMERCIAL
VFW 954, POPO AGIE POST 954 11 TWEED LN, LANDER, WY
NE 1/2 SE1/4, SEC 12, T33N, R99W, 6TH P.M., C GENERAL COMMERCIAL DISTRICT
WILD WEST WAREHOUSE LLC D/B/A GRIZZLY BAR & GRILL 692 MAIN STREET, LANDER, WY
LOT 11, BLK 13, ORIGINAL TOWN OF LANDER, COMMERCIAL DISTRICT
WR HOLDINGS LLC, ZANDERS 730 E MAIN, LANDER, WY
SE1/4SW1/2 OF SEC 17, T33N, R99W, 6TH PM, FREMONT COUNTY, WY COMMERCIAL
WYOMING CATHOLIC FOOD SERVICES LLC 306 MAIN ST, LANDER, WY
LOTS 19 & 20, BLOCK 16, ORIGINAL TOWN OF LANDER, COMMERCIAL
ZANDERS CATERING INC., 740 E Main ST, LANDER, WY SESW SEC 17, T33N R99W

DISCUSSION concerning Liquor License renewals. Councilmember White is not inclined to renew the liquor license for Wild West Warehouse LLC, d/b/a as Grizzly Bar and Grill based on what the Council has heard from Captain Waugh and the significant number of incidents that have happened there. Civil City Attorney Adam Phillips commented that pointed out they are not present to defend themselves and they are entitled to a hearing. Councilmember Stuble although not in favor of leniency, proposed voting to renew and proceed via Municipal Code 2-2-6 and send the license holder a notice via certified mail notifying them of violations, the potential for suspension, and have a hearing on the matter with the 15-day timeframe. Councilmember Dan Hahn commented that before shutting a business down he would like to have them before the Council as there are two sides to every story. Councilmember Larsen likes the idea of having them appear before the Council and provide remedies. Civil City Attorney Adam Phillips stated the Council can vote to approve or not. There is a process to identify violations of the City ordinance and due process to be provided. Councilmember Josh Hahn inquired about the severity of the

seven calls. The Captain answered that he cranked numbers quickly, but more of their calls were violent than not. City Attorney Phillips stated that the Council needed to vote, if they vote yes there is an opportunity for the police department to continue to investigate and provide more information for the Council to consider.

Councilmember Larsen moved to approve Seconded by Councilmember Hahn. Councilmembers Voting Yea: Larsen, White, D Hahn, Cox, Stuble, J Hahn. Motion passed.

- B. Approve transfer of Retail Liquor License #10 from WR Holdings LLC d/b/a Zanders to Bailey Enterprises Inc d/b/a Pit Stop 6 LLC 730 East Main Street Lander, WY SE1/4SW1/2 OF SEC 17, T33N, R99W, 6TH PM, FREMONT COUNTY, WY COMMERCIAL

The motion was made by Councilmember Larsen and seconded by Council President Cox. Councilmembers Voting Yea: Larsen, White, D Hahn, Cox, Stuble, J Hahn. Motion passed.

- C. Award Request for Proposals for Groundskeeping Independent Contractor Lander Community and Convention Center to Austin Shields, authorize Notice of Award, and authorize the Mayor to sign LCCC Groundskeeping Independent Contractor Agreement.

The motion was made by Councilmember Stuble and seconded by Councilmember J Hahn.

Discussion: Councilmember Stuble inquired as to Mr. Shield's previous experience. Mr. Shields has three years of prior experience as the Community Center maintenance contractor. Councilmember D Hahn reminded everyone that the Council split the community center contract, reducing the building interior contractor and adding 990 dollars monthly to the budget. Council President Cox reminded the Council that occurred due constituent complaints about the grounds. The City should be taking care of the facilities and responding to concerns.

Councilmembers Voting Yea: Larsen, White, D Hahn, Cox, Stuble, J Hahn. Motion passed.

- D. Authorize the Mayor to sign CDBG grant agreement for \$1.275M for Jefferson Street Extension into Popo Agie River Park.

The motion was made by Councilmember White and seconded by Councilmember Stuble. Councilmembers Voting Yea: Larsen, White, D Hahn, Cox, Stuble, J Hahn. Motion passed.

- E. Authorize Mayor to sign a Notice of Award and Construction contract with Gregco LLC in the amount of \$553,146.24 for the Gannett Peak Sidewalk project TAP grant CD21510

The motion was made by Councilmember Stuble and seconded by Councilmember White. Councilmembers Voting Yea: Larsen, White, D Hahn, Cox, Stuble, J Hahn. Motion passed.

- F. Authorize Mayor to sign the Contract Amendment for Professional Services with Ayers to extend the Master Plan product deadline date.

The motion was made by Councilmember Stuble and seconded by Councilmember D Hahn. Councilmembers Voting Yea: Larsen, White, D Hahn, Cox, Stuble, J Hahn. Motion passed.

- G. Authorize the Mayor to sign the Business Association Agreement between the City of Lander and Willis Towers Watson Insurance Services West, Inc for health insurance administrative services.

The motion was made by Council President Cox and seconded by Councilmember White. Councilmembers Voting Yea: Larsen, White, D Hahn, Cox, Stuble, J Hahn. Motion passed.

- H. Untable and approve LIFT Recommendations to fund Lander Girls Softball League Complex Improvements

Councilmember Stuble moved to untable LIFT Recommendations to fund Lander Girls Softball League Complex Improvements, Seconded by Councilmember J Hahn. Councilmembers Voting Yea: Larsen, White, D Hahn, Cox, Stuble, J Hahn. Motion passed.

Councilmember Stuble moved to re-table the approval of LIFT Recommendations to fund Lander Girls Softball League Complex Improvements to the regular council meeting on February 11, 2025. This allows the council to obtain more information and fully discuss the issue at the work session on January 28, 2025. This is also the Girl's Softball League Board's preference. Seconded by J Hahn. Councilmembers Voting Yea: Larsen, D Hahn, Cox, Stuble, J Hahn. Councilmembers voting Nay: White. Motion passed.

- I. Approve and authorize the Mayor to sign the Lander Municipal Airport Hangar Space Land Lease Agreement between the City of Lander and Matt Ramsey for space no. 207.

The motion was made by Councilmember D Hahn and seconded by Councilmember Stuble. Councilmembers Voting Yea: Larsen, White, D Hahn, Cox, Stuble, J Hahn. Motion passed.

J. Nominate and Elect Council President

Mayor Richardson called for nomination for the position of Council President. Council President Cox nominated Councilmember Stuble for the position of Council President. Mayor Richardson called three times for nominations, there being no further nominations, the Council proceeded to a vote on the matter. Councilmembers Voting Yea for Councilmember Stuble to be the next Council President: Larsen, White, D Hahn, Cox, Stuble, J Hahn. Motion passed.

11. ADJOURNMENT

The motion was made by Councilmember White and seconded by Councilmember J Hahn. Councilmembers Voting Yea: Larsen, White, D Hahn, Cox, Stuble, J Hahn. Motion passed.

Being no further business to come before the Council, the meeting was adjourned at 8:02 PM.

The City of Lander

ATTEST:

By: _____
Monte Richardson,
City of Lander Mayor

Rachelle Fontaine, City Clerk

CITY OF LANDER MISSION STATEMENT

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	CITY OF LANDER		
	CITY COUNCIL WORK SESSION MEETING		
	Tuesday, January 28, 2025, at 6:00 PM		
	City Council Chambers, 240 Lincoln Street		
	MINUTES		

1. **CALL TO ORDER** Mayor Richardson, led the Pledge of Allegiance and called the meeting to order at 6:00 PM. Roll Call. COUNCILMEMBERS PRESENT: John Larsen, Dan Hahn, Josh Hahn, Julia Stuble, Melinda Cox, Missy White and Mayor Monte Richardson. Declaration of a quorum. STAFF PRESENT: Police Chief Scott Peters, Public Works Director Lance Hopkin, Assistant Mayor Ralean Strube Fossen, Assistant Public Works Director Hunter Roseberry, City Treasurer Charri Lara, City Attorney Adam Phillips, City Clerk Rachelle Fontaine.

2. **NEW BUSINESS (NON-ACTION ITEMS)**

A. Girls Softball LIFT funding discussion.

Craig Stoffel from Ayers presented the Master Planning Popo Agie River Park Conceptual Site Plan for review. The provided map includes proposed Baseball/Softball Fields, Batting Cage / Storage, Covered Shelter / Plaza, Player Promenade, Tennis Courts, Pickleball Courts, Storage / Maintenance Buildings, Irrigation / Fishing Pond, Day Use Picnic Areas, Soft Surface Trails, Native Plantings, Shade Shelter, Playground (2-12 YR), Fitness/ Ninja Course, Drop Off / Entry Plaza, Pavillion / Ticketing / Restrooms and a Parking Lot (approx. 200 spaces). Discussion ensued between Mr. Soffel and the Council Members concerning the proposed draft. Public Works Director Lance Hopkin also presented two options and costs to the Council for fixing and updating the current softball fields. These updates included foaming and fixing poles, fixing the Memorial Field Backstop, installing new fencing on backstops, bulbs, LED lighting upgrades, scoreboard anchoring, small electrical, as well as dugout floor removal and replacement. This property is leased from the school district. There is a possibility the district could revoke the lease. Discussion ensued concerning the safety of the fields and deferred maintenance. Councilmember J Hahn inquired about who is paying for these options, the city or the softball group with 1/2 cent funds. Councilmember Cox believes it is two-fold. The City and the Softball group could contribute through an award of LIFT funds to address the necessary repairs. Mike Harris, FCSD#1 Superintendent, commented that the school does not have any funds budgeted for the upkeep of the fields, and the school board has not provided any directions to use the fields. The Lander Girls Softball presentation illustrated many benefits the program brings to the community including the number of participants, the potential for high school softball, tournament play, and the local economic growth. An explanation of how their request meets the LIFT Requirements and other funding sources. Councilmember D Hahn commented that the girls could use a place where they could be part of something to grow and learn true-life values, teamwork, camaraderie, self-esteem, and motivation. Councilmember Stuble appreciates the amount of information the Girls Softball League provided. She stated the choice for her is a balance between the city budget, what the city will do on repairs and maintenance and safety for this property and what's appropriate to fund a lift grant to the girl's softball. She proposed returning to the original LIFT request, pulling the scoreboards and the scoreboard anchoring, and that electrical cost to be funded by the LIFT award and then funding the rest of it from a city budget amendment. Councilmember White likewise appreciates all the information shared. The Adult Softball League also uses these facilities, and the Council has not heard anything about their investment. She believes it's appropriate that the city funds the upkeep and maintenance items from the equipment replacement budget. She also supports going back to the original LIFT request. Councilmember J Hahn inquired as to why the city should get involved in payment on this? If the Softball League is asking to get economic funds from the half-percent sales tax, why can't they do this project on that and get everything repaired? It benefits the city both ways around. Councilmember Larsen stated that the Council has required that grantees need to be able to provide 50% and that the maximum award was \$50,000 per grantee. The softball league stated they would like volunteer hours to count as a match. They also requested a Connex storage container be allowed. Councilmember D Hahn commented that the City has already supported air services even though it was supposed to be temporary, and he believes it is a problem when taxpayers support private enterprise. The school is here indicating no interest in the fields. North Park. He supports awarding the funds to the Girls Softball League. Councilmember Stuble stated that it appears there are three items to accomplish: 1. on February 11, 2025, to untangle the Girls Softball League award LIFT funds; 2. to vote on the \$22,205 award for scoreboards, scoreboard anchoring and small electrical, leaving about \$62,000 that she proposes a budget amendment to use city funds to do that necessary repairs and maintenance; and 3. to address potential storage as an amendment to existing lease.

Councilmember White inquired about matching funds. Softball discussed matching options with in-kind and volunteer hours counting as a match. Mayor Richardson stated he would meet with the City Treasurer and present funding options from the City for the Council’s consideration.

B. Wyoming Department of Transportation updates.

Cody Beers, Wyoming Department of Transportation District Five Public Relations Specialist, explained that WYDOT’s presentation was intended to make our relationship as transparent as possible, provide information about WYDOT’s programs, and discuss the decision concerning pedestrian crossing at First and Main. Erik Smith, Resident Engineer, explained that the Lander urban area receives federal pass-through funding from WYDOT annually through the urban systems program. Recent local projects funded through urban systems include Goodrich Drive in 2009 for \$1,659, 839, and Jefferson St/Main St in 2018 for \$1,095,144. Discussion ensued concerning projects, costs of projects, and the Committee’s decision and meetings. Cole Bostron addressed the Council discussing the five current City of Lander TAP grant projects awarded in 2016, 2019, 2021 and 2023 totaling \$1,871, 821. Two of the projects are completed and three remain incomplete. These uncompleted projects may hinder Lander’s ability to receive TAP funds in the future. WYDOT is waiting for updates on the Baldwin Creek project, which was to be completely designed when awarded and will monitor the situation. Mr. Bostron stated that WYDOT may revoke the funding. Jack Hoffman District Engineer discussed the barrier between connecting two pathways at First and the highway/main street. He discussed the options for getting people across the highway. There are geometric concerns at the intersection where they are offset. Also, we have an East-West alignment there which at certain times of the year and certain times during the day sun glare can create visibility issues. Additionally, it is at the bottom of the hill, and there is a bridge at the bottom of the hill that has a high traffic volume.

C. US Forest Service Lease Discussion

Public Works Director Lance Hopkin and Civil City Attorney Adam Phillips discussed the US Forest Service Lease renewal. Attorney Phillips explained the new lease would require a waiver of governmental immunity if the city wanted to move forward and the city would need additional liability insurance. Discussion ensued concerning renting the location for specific purposes and terms versus entering a forty-year lease, and alternative locations for Sinks Canyon Camp if necessary. Further investigation would need to be made concerning the warming hut structure as it is a City building. Attorney Phillips summarized the discussion concluding the Council’s consensus is that the City will enter a new long-term lease but investigate possibilities for short-term rentals and the issue of the city-owned structure on the land.

3. ADJOURNMENT

Being no further business to come before the Council, the meeting was adjourned at 8:37 PM.

The City of Lander

ATTEST:

By: _____
Monte Richardson,
City of Lander Mayor

Rachelle Fontaine, City Clerk

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71 CONSTRUCTION CO	Cold mix	4,078.50
Total 71 CONSTRUCTION CO (2):		4,078.50
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
AIRGAS USA LLC	Cylinder lease	140.00
Total AIRGAS USA LLC (16):		140.00
ALEXANDER EXCAVATION	Snow Plowing	4,680.00
Total ALEXANDER EXCAVATION (21):		4,680.00
ALSCO	Community Center Linens	190.59
ALSCO	Micro Tech Towels	35.17
Total ALSCO (917):		225.76
ARDURRA GROUP INC	Popo Agie Entrance Design	11,691.25
ARDURRA GROUP INC	Popo Agie Park Entrance	13,471.25
ARDURRA GROUP INC	Reconstruction of Apron	30,115.95
Total ARDURRA GROUP INC (1390):		55,278.45
ARTERY CONSTRUCTION	stilling well project	5,320.00
Total ARTERY CONSTRUCTION (37):		5,320.00
AYRES ASSOCIATES INC	Ayres Master Plan - Professional Services throu	15,678.70
Total AYRES ASSOCIATES INC (1434):		15,678.70
B & T FIRE EXTINGUISHERS	Extinguisher service	76.00
Total B & T FIRE EXTINGUISHERS (43):		76.00
BADGER METER INC	Beacon Mobile Hosting JAN2025	326.30
Total BADGER METER INC (44):		326.30
BAILEY ENTERPRISES	WT-5 Alignment	94.00
Total BAILEY ENTERPRISES (45):		94.00
BLACK HILLS ENERGY	Acct #3608 1654 36 JAN2025	1,147.08
BLACK HILLS ENERGY	Acct #3608 1654 36 JAN2025	1,936.76
BLACK HILLS ENERGY	Acct #3608 1654 36 JAN2025	4,783.33
BLACK HILLS ENERGY	Acct #3608 1654 36 JAN2025	1,055.34
BLACK HILLS ENERGY	Acct #3608 1654 36 JAN2025	4,352.37
BLACK HILLS ENERGY	Acct #3608 1654 36 JAN2025	43.42
Total BLACK HILLS ENERGY (465):		13,318.30
BOYLE ELECTRIC	Replacing 3 floc drive motors that were making	10,324.61

Total BOYLE ELECTRIC (1229):		10,324.61
BRODIE EXCAVATION LLC	Snow Removal	3,622.50
Total BRODIE EXCAVATION LLC (1367):		3,622.50
CITY OF RIVERTON	Air Transportation	43,697.97
Total CITY OF RIVERTON (943):		43,697.97
CITY PLUMBING & HEATING INC	LOR Foundation Phase 1: Drinking Fountain at	3,054.07
CITY PLUMBING & HEATING INC	LOR Drinking Fountain Project Phase 2: Welco	1,949.81
Total CITY PLUMBING & HEATING INC (105):		5,003.88
COMMUNITY CENTER REFUNDS	COMM CTR REFUNDS - WIND RIVER COMM	215.00
COMMUNITY CENTER REFUNDS	COMM CTR REFUND - APODACA	126.50
Total COMMUNITY CENTER REFUNDS (1210):		341.50
CROELL INC	Flow fill for s. 6th street	3,117.70
Total CROELL INC (1452):		3,117.70
DEALERS ELECTRICAL SUPPLY	Two new replacement decorative street lights fo	8,653.49
DEALERS ELECTRICAL SUPPLY	Anchor bolts for 2 new decorative street lights	92.38
Total DEALERS ELECTRICAL SUPPLY (648):		8,745.87
DOWL	Engineering to complete bid docs for CE23514	3,289.92
Total DOWL (147):		3,289.92
DRUG TESTING SERVICES LLC	employee screening	715.00
Total DRUG TESTING SERVICES LLC (148):		715.00
DUBOIS FRONTIER	Rodeo RFP	106.80
Total DUBOIS FRONTIER (1479):		106.80
EMPLOYEE REIMBURSEMENTS	HOTEL 1 NIGHT SLIB MEETING	227.50-
Total EMPLOYEE REIMBURSEMENTS (154):		227.50-
FERGUSON ENTERPRISES INC	megalugs and meter pit	2,403.92
Total FERGUSON ENTERPRISES INC (553):		2,403.92
FLEX SHARE BENEFITS	HRA - Stahley	1,000.00
FLEX SHARE BENEFITS	JAN 2025 Admin Fee	131.52
FLEX SHARE BENEFITS	JAN 2025 Admin Fee	131.53
Total FLEX SHARE BENEFITS (173):		1,263.05
FLOWPOINT ENVIRONMENTAL SYSTEMS	Bulk Water System 2025 Annual Fee	3,683.02
Total FLOWPOINT ENVIRONMENTAL SYSTEMS (1156):		3,683.02

FREMONT COUNTY ASSN OF GOV	Ground Transportation	21,848.98
Total FREMONT COUNTY ASSN OF GOV (187):		21,848.98
FREMONT COUNTY TREASURER	Dispatch - Police & Fire	17,695.81
FREMONT COUNTY TREASURER	Dispatch - Police & Fire	499.24
Total FREMONT COUNTY TREASURER (190):		18,195.05
FREMONT MOTOR COMPANY	Lamp liftgate lamp	1,184.00
Total FREMONT MOTOR COMPANY (194):		1,184.00
FRONT RANGE FIRE APPARATUS LTD	Replacement parts for E-8	906.79
Total FRONT RANGE FIRE APPARATUS LTD (196):		906.79
HACH COMPANY	Turbidity Meter flow sensors	1,004.00
Total HACH COMPANY (214):		1,004.00
HDR ENGINEERING INC	Baldwin Creek Intersection Study	2,716.50
HDR ENGINEERING INC	SRF evaluation for least cost alternative	5,887.50
HDR ENGINEERING INC	Wasterwater Master Plan Eng	532.50
HDR ENGINEERING INC	Tank and Pump Station Construction Observatio	6,687.60
HDR ENGINEERING INC	Buena Vista Design	1,931.25
HDR ENGINEERING INC	Buena Vista Eng	3,775.00
Total HDR ENGINEERING INC (994):		21,530.35
INQUIREHIRE	employee screening	160.50
INQUIREHIRE	employee screening	32.10
INQUIREHIRE	background screening	157.30
Total INQUIREHIRE (1087):		349.90
INTOXIMETERS	New PBTs	1,014.00
Total INTOXIMETERS (253):		1,014.00
LANDER AMBASSADORS	2025 Corporate Table Sponsorship	650.00
Total LANDER AMBASSADORS (1365):		650.00
LANDER GOLF & COUNTRY CLUB	Benefit Support	43,500.00
Total LANDER GOLF & COUNTRY CLUB (286):		43,500.00
LANDER SENIOR CITIZENS CENTER	December Expenses	5,197.56
Total LANDER SENIOR CITIZENS CENTER (296):		5,197.56
LANDER VALLEY AUTO PARTS	body plugs	4.51
Total LANDER VALLEY AUTO PARTS (1031):		4.51
LIBERTY MUTUAL	MC clerk bond	100.00
Total LIBERTY MUTUAL (313):		100.00

MARKEE ESCROW SERVICES, INC	State Share of Maven payment 06302024	1,513.00
MARKEE ESCROW SERVICES, INC	State share Maven 06302025	1,513.00
MARKEE ESCROW SERVICES, INC	Loan Payment Maven building	133,949.77
Total MARKEE ESCROW SERVICES, INC (1133):		136,975.77
MASA	Acct #B2BCOL FEB2025	228.00
Total MASA (1167):		228.00
MASTERCARD	Sewing of patches and stripes	30.00
MASTERCARD	2 Skid steer tires turf bill to maintenance	801.78
MASTERCARD	Rear tires for skid steer maintenance	801.78
MASTERCARD	Supplies	20.00
MASTERCARD	Lunch supplies for E&E Task Force Grant Meeti	46.10
MASTERCARD	Ties and cables	19.99
MASTERCARD	Velcro for new vests	15.81
MASTERCARD	January 2025 1st set of BacT samples	75.00
MASTERCARD	Velcro for vests	47.42
MASTERCARD	new radio and amplifier for skate rink	114.49
MASTERCARD	Office Setup	1,389.53
MASTERCARD	wood stain	17.99
MASTERCARD	wood stain	26.97
MASTERCARD	Acct #156821201 Spectrum Control Nov2024	14.22
MASTERCARD	Acct #156821201 Spectrum Control Nov2024	122.01
MASTERCARD	Acct #156821201 Spectrum Control Nov2024	129.98
MASTERCARD	Acct #156821201 Spectrum Control Nov2024	129.99
MASTERCARD	Acct #156821201 Spectrum Control Nov2024	129.99
MASTERCARD	Acct #156821201 Spectrum Control Nov2024	259.98
MASTERCARD	Acct #156821201 Spectrum Control Nov2024	129.99
MASTERCARD	Acct #156821201 Spectrum Control Nov2024	129.99
MASTERCARD	Acct #156821201 Spectrum Control Nov2024	129.99
MASTERCARD	Acct #173012201 Spectrum Fiber Dec2024	449.50
MASTERCARD	Acct #173012201 Spectrum Fiber Dec2024	449.50
MASTERCARD	Job posting	199.00
MASTERCARD	Bulkhead adapters for clearwell hatch	71.80
MASTERCARD	primer for pvc pipe	17.95
MASTERCARD	pilet valves for prv's	83.79
MASTERCARD	New COB LED lights for Decorative main street	673.65
MASTERCARD	INVESTIGATIVE TOOLS	49.98
MASTERCARD	Housekeeping supplies	913.64
MASTERCARD	Ext Hard Drives for Inv	138.04
MASTERCARD	radio holders for new radios	259.96
MASTERCARD	Air filters for the airport terminal building	67.14
MASTERCARD	Toner cartridges for front desk computer	242.67
MASTERCARD	usb flash drives for fire investigations and chro	49.98
MASTERCARD	Night Lights for hallways with new construction I	24.66
MASTERCARD	UPS battery backup and extra batteries	1,031.12
MASTERCARD	New date stamp for front counter for 'paid'	43.70
MASTERCARD	Bands for the gym	29.99
MASTERCARD	speaker for new computer set up	21.99
MASTERCARD	2"" metal hole saw	25.98
MASTERCARD	Fire Department Envelopes	201.21
MASTERCARD	wet test shipping	141.80
MASTERCARD	calendars	27.18
MASTERCARD	wet test shipping	141.80
MASTERCARD	DEC2024 Acct#333888956, Acct#333469244,	83.21
MASTERCARD	DEC2024 Acct#333888956, Acct#333469244,	181.67
MASTERCARD	DEC2024 Acct#333888956, Acct#333469244,	386.05
MASTERCARD	DEC2024 Acct#333888956, Acct#333469244,	110.92

MASTERCARD	DEC2024 Acct#333888956, Acct#333469244,	118.04
MASTERCARD	Hotel Rewards	20.04-
MASTERCARD	metal hole saw	26.99
MASTERCARD	Personal purchase by error - reimbursed with ck	221.77
MASTERCARD	Hotel Rewards	20.04-
MASTERCARD	wet test shipping	154.51
MASTERCARD	misc shop supplies	378.16
MASTERCARD	December 2024 2nd set of BacT samples	75.00
MASTERCARD	Phone - All Depts	878.50
MASTERCARD	Phone - All Depts	392.78
MASTERCARD	Phone - All Depts	249.17
MASTERCARD	Phone - All Depts	290.04
MASTERCARD	Phone - All Depts	25.76
MASTERCARD	Phone - All Depts	113.84
MASTERCARD	wall calendars office, shop, desk calendars offic	60.60
MASTERCARD	solar lights for lions shelter sign	25.95
MASTERCARD	Galls Charge	49.05
MASTERCARD	Meeting Expense FCAG	120.65
MASTERCARD	Funeral plant and container for Marcy's mother	52.73
MASTERCARD	Meeting Expense	207.16
MASTERCARD	Ellis Tank BacT sample	15.00
MASTERCARD	Prof Fees - LCCC	249.00
MASTERCARD	Batteries - LCCC	50.61
MASTERCARD	Hardware to reinstall the topper on PW1	41.39
MASTERCARD	Food for DUI Team	87.51
MASTERCARD	Double charge for posting position vacancy. Re	199.00
MASTERCARD	Chain to lock out valve in Ellis tank vault	14.95
MASTERCARD	Housekeeping supplies	162.00
MASTERCARD	tubing	56.00
MASTERCARD	Supplies to fix dishwasher at LCCC	21.22
MASTERCARD	blue and warm white lights for Main Street Chris	2,768.40
MASTERCARD	ph probe and buffer	1,097.14
MASTERCARD	Supplies	51.78
MASTERCARD	Repair to main power switch from lightning strik	10,113.79
MASTERCARD	License renewal	26.00
MASTERCARD	AWS	23.99
MASTERCARD	Bond	950.00
MASTERCARD	Carwash bill Nov and Dec 2024	81.78
MASTERCARD	Name Tags for new vests	194.70
MASTERCARD	Name Tags for new vests	215.78
MASTERCARD	publication expenses	1,870.60
MASTERCARD	Storage	40.00
MASTERCARD	EN-8 grill light	132.68
MASTERCARD	Tags for New Vests	249.59
MASTERCARD	Flex Cuff pouch	35.99
MASTERCARD	Pouches for Stigers Vest	74.99
MASTERCARD	Light fixture for PW office	97.99
MASTERCARD	Acct #8313 30 500 0003689 Spectrum Control	14.22
MASTERCARD	Acct #8313 30 500 0003689 Spectrum Control	121.76
MASTERCARD	Ice cleats - Ice skating rink maintenance. Brett,	164.97
MASTERCARD	TRAVEL	1,419.27
MASTERCARD	Recert McRae CPR Inst	60.00
MASTERCARD	Air Dryer for dry fire suppression system	18.52
MASTERCARD	Trash Removal Dec2024	715.99
MASTERCARD	Trash Removal Dec2024	969.71
MASTERCARD	Trash Removal Dec2024	149.15
MASTERCARD	Trash Removal Dec2024	170.31
MASTERCARD	Trash Removal Dec2024	156.18
MASTERCARD	Purging from PW Shop and Airport Terminal	24.20
MASTERCARD	advertising costs	397.44

MASTERCARD	Supplies - Muni Court	20.99
MASTERCARD	Google Workspace DEC2024	853.20
MASTERCARD	Google Workspace DEC2024	853.20
MASTERCARD	start up concessions for ice rink	462.63
MASTERCARD	Electrical Supplies for Centennial Park	53.98
MASTERCARD	hose grabber and pole for sewer jet	384.42
MASTERCARD	Toner	105.00
MASTERCARD	Forms	80.00
MASTERCARD	fire hydrant repair kits	946.71
MASTERCARD	Sandwiches for E&E Task Force Grant Meeting	133.55
MASTERCARD	Maintenance	491.64
MASTERCARD	6 enclosed tot swings	1,640.70
MASTERCARD	Dog bags	197.74
MASTERCARD	Athletic sports tape for tools	26.32
MASTERCARD	December Wastewater Sampling	345.00
MASTERCARD	December Wastewater Sampling	345.00
MASTERCARD	December 2024 Wastewater Samples	345.00
MASTERCARD	December 2024 Wastewater Sampling	345.00
MASTERCARD	January 2025 Wastewater Sampling	345.00
MASTERCARD	Hose clamp	10.76
MASTERCARD	Angle bit	29.99
MASTERCARD	sand paper and straps	70.95
MASTERCARD	Trailer Plug for wd truck maintenance never cha	10.99
MASTERCARD	rad cap and (returning) intake gaskets	72.42
MASTERCARD	credit	40.03-
MASTERCARD	stock order	112.14
MASTERCARD	fuel pump	148.49
MASTERCARD	battery	218.55
MASTERCARD	air brake can and lights	342.11
MASTERCARD	stock order	56.36
MASTERCARD	headlight bulb	11.23
MASTERCARD	batteries	328.48
MASTERCARD	sockets	26.88
MASTERCARD	fittings	41.84
MASTERCARD	Air brake Parking Vlave	194.64
MASTERCARD	rear brakes and rotors	238.31
MASTERCARD	Battery and radiator cap	220.36
MASTERCARD	starter and core	141.72
MASTERCARD	Howe's	56.94
MASTERCARD	Fuse and harness holder's	33.99
MASTERCARD	wiper blades	66.36
MASTERCARD	wipers	89.96
MASTERCARD	24/12 volt LED work light	98.16
MASTERCARD	Reflectors for the airport taxiway - 30"" reflector	1,690.50
MASTERCARD	20/25 watt transformer	106.29
MASTERCARD	Filing Cabinets	1,959.63
MASTERCARD	Materials for LCCC kitchen shelving (Purchased	99.59
MASTERCARD	Toner	99.89
MASTERCARD	TRAVEL	83.46
MASTERCARD	zip ties and pex clamp for installing sample line i	24.28
MASTERCARD	Oscillating saw and blades - Cash Drawer Cons	190.79
MASTERCARD	HP Printer & Ink Cartridge	110.77
MASTERCARD	HP Printer & Ink Cartridge	110.77
MASTERCARD	Vonage Phone Jan2024	827.39
MASTERCARD	Vonage Phone Jan2024	827.40
MASTERCARD	Storage Overage	69.88
MASTERCARD	Compression Tee fitting and pipe stiffeners	199.35
MASTERCARD	lights and cleaners	114.89
MASTERCARD	Fasterns	18.25
MASTERCARD	undercabinet lighting	58.48

MASTERCARD	1"" coupler and detacher tool	19.78
Total MASTERCARD (327):		54,573.17
METRON FARNIER	Meter Project Payment	130,062.98
Total METRON FARNIER (1451):		130,062.98
MISC ONE TIME VENDOR	ALCOHOL COMPLIANCE CHECKS	140.00
Total MISC ONE TIME VENDOR (342):		140.00
NORCO INC	steriphene spray, floor wax and cleaner	545.76
NORCO INC	Acct #GT871 CO2/Argon	222.47
NORCO INC	Acct #GT871 Oxygen & Acetylene	121.84
NORCO INC	Acct #GT871 Cylinder Rental	100.75
Total NORCO INC (364):		990.82
OFFICE SHOP, INC.	repairs to main office copier/scanner	1,769.50
Total OFFICE SHOP, INC. (373):		1,769.50
PERFECT POWER INC	Lighting at LCCC	5,942.92
PERFECT POWER INC	LOR Foundation - Phase 2 Drinking Fountains:	462.99
Total PERFECT POWER INC (762):		6,405.91
POPO AGIE PICKLEBALL	1/2 Recipient	2,996.00
Total POPO AGIE PICKLEBALL (1459):		2,996.00
RDO EQUIPMENT CO	Steering column tilt kit	378.87
Total RDO EQUIPMENT CO (1414):		378.87
REWORX	Continuation of Stacker/Airtable interfaces	3,375.00
Total REWORX (1347):		3,375.00
RIVER OAKS COMMUNICATIONS CORP	Franchise Attorney	5,936.00
Total RIVER OAKS COMMUNICATIONS CORP (1402):		5,936.00
ROCKY MOUNTAIN POWER	Acct #58604211-001 3 JAN2025	5,127.41
ROCKY MOUNTAIN POWER	Acct #58604211-001 3 JAN2025	457.27
ROCKY MOUNTAIN POWER	Acct #58604211-001 3 JAN2025	1,802.44
ROCKY MOUNTAIN POWER	Acct #58604211-001 3 JAN2025	4,640.88
ROCKY MOUNTAIN POWER	Acct #58604211-001 3 JAN2025	576.17
ROCKY MOUNTAIN POWER	Acct #58604211-001 3 JAN2025	384.67
ROCKY MOUNTAIN POWER	Acct #58604211-001 3 JAN2025	6,719.14
ROCKY MOUNTAIN POWER	Acct #58604211-001 3 JAN2025	3,508.90
Total ROCKY MOUNTAIN POWER (435):		23,216.88
STOP STICK LTD	9ft Kit	7,762.00
Total STOP STICK LTD (1478):		7,762.00
STOTZ EQUIPMENT	cylinder rebuild kit	229.00

Total STOTZ EQUIPMENT (824):		229.00
STRIKE CONSULTING GROUP	McFarlane Dr Engineering	9,527.50
STRIKE CONSULTING GROUP	Stream Gauge at Lagoon Discharge Monitoring	1,461.25
STRIKE CONSULTING GROUP	Sewer Master Plan	8,446.25
STRIKE CONSULTING GROUP	Meter Project Construction Engineering	1,957.50
Total STRIKE CONSULTING GROUP (1112):		21,392.50
SUMMIT WEST CPA GROUP P.C.	Cust #26532.00 IT Services JAN2025	300.00
SUMMIT WEST CPA GROUP P.C.	Cust #26532.1 Final Billing - Audit 2023-2024	4,250.00
SUMMIT WEST CPA GROUP P.C.	Cust #26532.1 Final Billing - Audit 2023-2024	4,250.00
Total SUMMIT WEST CPA GROUP P.C. (1328):		8,800.00
TEAM LABORATORY CHEM LLC	winter bugs	4,731.50
Total TEAM LABORATORY CHEM LLC (493):		4,731.50
TRIHYDRO CORPORATION	final bill for wetland delineation at new park	561.50
Total TRIHYDRO CORPORATION (1208):		561.50
TW ENTERPRISES INC	Work on the water plant generator	2,540.95
Total TW ENTERPRISES INC (1475):		2,540.95
TWEEDS WHOLESALE CO.	concession candy restock	504.00
TWEEDS WHOLESALE CO.	candy for concessions	620.99
TWEEDS WHOLESALE CO.	concession restock, cheese, candy, nacho boat	186.37
Total TWEEDS WHOLESALE CO. (523):		1,311.36
WALLER, TECIA	Maintenance at LCCC and City Hall	500.00
WALLER, TECIA	Maintenance at LCCC and City Hall	500.00
WALLER, TECIA	Maintenance at LCCC and City Hall	3,400.00
Total WALLER, TECIA (1333):		4,400.00
WAM - WCCA	WYCMA conference registration for RAJean	105.00-
Total WAM - WCCA (546):		105.00-
WATER REFUNDS	REFUND - WATER UNDERWOOD	124.11
Total WATER REFUNDS (552):		124.11
WESTERN LAW ASSOCIATES	Professional Services Jan2025	4,147.50
Total WESTERN LAW ASSOCIATES (559):		4,147.50
WHITING LAW PC	Legal Services Jan2025	1,102.50
Total WHITING LAW PC (564):		1,102.50
WILLIAM H SMITH & ASSOC	Baldwin Creek Eng	14,390.75
WILLIAM H SMITH & ASSOC	Baldwin Creek Storm Water	3,640.00
WILLIAM H SMITH & ASSOC	Baldwin Creek Rd	2,900.00
WILLIAM H SMITH & ASSOC	S 9th Intersection and Pathfinder	2,160.00

WILLIAM H SMITH & ASSOC	Lincoln Street Construction	700.00
Total WILLIAM H SMITH & ASSOC (1058):		23,790.75
WWC ENGINEERING	Wells Engineering	1,188.00
Total WWC ENGINEERING (1326):		1,188.00
WYDOT - FINANCIAL SERVICES	Cust #60 Fuel JAN2025	3,992.63
WYDOT - FINANCIAL SERVICES	Cust #60 Fuel JAN2025	808.36
WYDOT - FINANCIAL SERVICES	Cust #60 Fuel JAN2025	1,996.31
WYDOT - FINANCIAL SERVICES	Cust #60 Fuel JAN2025	1,996.31
Total WYDOT - FINANCIAL SERVICES (606):		8,793.61
WYOMING ASSN OF FIRE MARSHALS	Yearly dues for Fire Marshal's	25.00
Total WYOMING ASSN OF FIRE MARSHALS (597):		25.00
WYOMING LIVESTOCK ROUNDUP	Advertising for Rodeo Concessionaire	299.00
WYOMING LIVESTOCK ROUNDUP	Rodeo concessionaire ad	408.00
Total WYOMING LIVESTOCK ROUNDUP (1476):		707.00
WYOMING MACHINERY CO.	drive time charge for warranty repair on blower	153.00
Total WYOMING MACHINERY CO. (610):		153.00
WYOMING RETIREMENT SYSTEM	Firefighter retirement	618.75
Total WYOMING RETIREMENT SYSTEM (614):		618.75
Grand Totals:		765,112.32

Report GL Period Summary

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

Part time employee gross wages by department for the pay period 12/19/2024 – 1/18/2025

Municipal Court = \$1,053.68

Parks = \$7,100.43

Police = \$1,408.00

January 31, 2025 Net Payroll
\$ 240,703.84

Transmittals		
	Aflac	\$ 467.29
	Child Support	\$ 1,554.50
	Colonial Life	\$ 232.55
	Payroll Taxes	\$ 84,833.87
	Fascorp - Deferred Comp	\$ 7,115.00
	FlexShare Benefits	\$ 1,191.67
	NCPERS - Prudential Life	\$ 128.00
	Trustmark Insurance Benefits	\$ 394.65
	Unum	\$ 2.05
	WEBT - WY Educators Benefit Trust (Health Ins.)	\$ 88,028.51
	Workers Comp	\$ 5,250.72
	Wyoming Retirement System	\$ 61,058.63

**Lander Economic Development Association
Half Cent Economic Development Tax
Recommendations to the City of Lander
November 26, 2024**

Funds Available: \$ 667,316.38

Summary

- LIFT received 3 applications that were eligible for funding. Total funding request of all applications \$566,822.
- LIFT Committee recommends funding 3 projects for a total of \$427,617.

Breakdown of Applications and Recommendations:

NOLS Fest 60th Anniversary Celebration:

- Requested \$60,000 of total project cost of \$213,460
- Project Description
 - o In September 2025 NOLS will commemorate their 60th anniversary by holding a festival in Lander, the birthplace of NOLS.
 - o The festival will take place over six days including a faculty summit, outdoor skills workshops, and community-building events, fostering connections between alumni, students, staff, faculty, business partners, and the Lander community.
- Vision
 - o This is the largest NOLS event ever held. It will showcase Lander to hundreds of faculty and staff from around the country and the world. It will also bring in high profile speakers, and partner organizations such as the University of Wyoming, University of Utah, Black Diamond, MSR, North Face, and Patagonia; all who have a strong interest in outdoor recreation.
 - o The NOLS Fest will culminate in a large park event and community dinner, fostering meaningful connections among 500+ participants.
- Economic Benefit
 - o The event will attract visitors and participants from across the country and world. Visitors will require lodging, meals, and transportation, and will provide a boost to local hotels, restaurants, and retail shops. The average attendee will stay at least 3 to 4 days.
 - o Nearly all of the costs of the NOLS Fest will stay in Lander. NOLS will engage local vendors, a project manager, caterers, and service providers for food, equipment rentals, and logistics.
 - o NOLS expects that Lander's outdoor attractions such as hiking trails and climbing areas will encourage attendees to explore the region, resulting in longer or recurring stays and increased local spending.
- Discussion
 - o There was discussion that this project will result in a continued development of positive relationships between NOLS and the larger Lander community.

- Recommendation
 - o LIFT scored project at 65
 - o LIFT recommends that project be funded at 100% = \$60,000

Lander Girls Softball League Complex Improvements:

- Requested \$456,822
- Project Description
 - o The only fields available to the Lander Girls Softball League (LGSL) are in dire need of upgrade.
- Vision
 - o The softball fields have been in decline for several years causing safety concerns. Issues include non-functioning scoreboards, a lack of storage for equipment, backstops and fencing that are in disrepair, poor lighting for the fields including leaning light poles, and dugouts with large cracks that are trip hazards. In addition they would like to improve the playground (which is a sandpit often full of wasps) and want to create some shade for spectators.
- Economic Benefit
 - o The LGSL has been growing rapidly over the past few years, taking six teams to the State tournament this year, which resulted in one team championship and three placing as runner-up. The dream of the LGSL is to eventually field a high school team. Fields are also used by a substantial number of adult leagues during the summer.
 - o The state of the fields currently does not allow Lander to host tournaments or have evening games. Since Lander is centrally located, tournaments would be well attended, bringing in hundreds of players and fans staying multiple nights in Lander.
- Discussion
 - o There was discussion about the ownership of the property, which is leased by the City of Lander. If there are concerns about putting permanent improvements on leased property, perhaps a long term agreement could be negotiated with the School District.
 - o The LGSL is a totally volunteer organization with passionate players and parents, who try to keep registration fees within reach of all girls wishing to play, leaving very limited funds for the basics such as uniforms, equipment, etc.
 - o If the City Council has a ceiling on the amount to award, LGSL has a budget list by priority. A small amount of this budget includes items such as a storage container and shelving that would be portable.
- Recommendation
 - o LIFT scored project at 53
 - o LIFT recommends the project be funded at 75% = \$342,617

Lander Spin Zone Arcade

- Requested \$50,000 of total cost of \$62,096
- Project Description
 - o Purchase of 14 arcade machines to go into a new business holding an arcade, study lounge, and laundromat.
- Vision
 - o The Lander Spin Zone will include an arcade, a place for teens and young adults to hang out in a safe and positive environment. There is a resurgence of arcade popularity due to both retro and modern interactive gaming.
 - o Also included in the 2520 sq. ft. building will be a separate room with a comfortable study lounge, and another room with a laundromat and kids play area.
- Economic Benefit
 - o The business will provide 3 – 5 new jobs.
 - o The arcade will be used by tourists, families and youth in town for sports tournaments, something that is not currently available in Lander.
 - o It will contribute to the quality of life in Lander.
- Discussion
 - o The applicant is expecting to close in the next few days on funding through the Wind River Development Fund. They have an agreement for the purchase of land and a contractor lined up to erect a metal building Total project cost is expected to be around \$400,000..
- Recommendation
 - o LIFT scored project at 44
 - o LIFT recommends project be funded at 50% = \$25,000

Lander Urban Forest Council Bylaws

Adopted February, XX 2025

NAME

This organization shall be known as the Lander Urban Forest Council (LUFC), aka “Lander Tree Board”.

PRINCIPAL PLACE OF BUSINESS

The principal office of LUFC is City of Lander’s Park and Recreation Department, 405 Fremont St., Lander, County of Fremont, State of Wyoming, 82520. LUFC may have such other offices as may from time to time be designated by the Lander City Council.

MISSION STATEMENT

The Lander Urban Forest Council believes that Lander’s urban forest is fundamental to the well-being of our community. The purpose of LUFC is to:

- advocate for an active, healthy, and expanding community forest
- provide program and technical support to the City of Lander in its efforts to strengthen the community forest resources and services to the community
- provide educational outreach
- work with Wyoming State Forestry Division to insure that the City meets all requirements to maintain Tree City USA status through National Arbor Day Foundation

MEMBERSHIP

Members shall be appointed by the Lander Mayor and City Council on staggered terms. Three members shall have two year terms and four members shall have four year terms.

The LUFC shall consist of the Officers and At-large members for a total recommended membership of not fewer than five (5) nor more than seven (7).

The LUFC shall meet nine times a year or at the discretion of the LUFC. Meetings shall be called by the Chair or upon the request of at least two (2) other LUFC members. Written and/or electronic notice of the time and place shall be given no less than three (3) days before the date of a meeting.

Business at any regular or special LUFC’s meeting shall be conducted only when a quorum is present. A quorum is defined as a simple majority of appointed members. Each LUFC member shall be entitled to one (1) vote. Proxy voting shall not be allowed. Virtual attendance and voting may be allowed if the member attended and participated in the entire discussion of the voting matter. Members are expected to attend a majority of the meeting held in the Fiscal Year.

OFFICERS

The officers of the LUFC shall consist of a Chair, Vice Chair, Secretary and other such officers as the LUFC may wish to appoint. The officers shall be elected by a majority vote of the LUFC membership at the first meeting of the Fiscal year for a term of two (2) years without limitations of re-election. If there is a

vacancy in the office of Chair, the Vice Chair will become Chair until an election can be held at the next regularly scheduled meeting. Any officer may resign at any time by delivering a written resignation to the Chair or the Recording Secretary.

The Chair shall be responsible for conducting all regular and special meetings unless incapacitated or unable to attend. The Chair may move, second and debate from the chair subject only to the limitations placed on all members and shall not be deprived of rights and privileges of a member.

The Vice Chair shall perform the duties or responsibilities of the Chair in the absence or disability of the Chair.

In the absence of the Chair and Vice Chair, a Temporary Chair shall be elected to serve as the Chair until the appointed Chair is in attendance.

The Recording Secretary or appointed individual shall be responsible for keeping the meeting minutes, maintaining the membership roster. Minutes of the meeting will be prepared by the Recording Secretary and distributed to the membership a minimum of seven (7) days prior to the next scheduled meeting.

CITY LIAISONS

The City of Lander shall provide two non-voting liaisons to LUFC:

- One representative/liaison shall be from Lander City Council
- One representative/liaison shall be from City of Lander Parks and Recreation Department

REGULAR AND SPECIAL BOARD MEETINGS

Regular meetings will be held at a time and place to be established by the members.

The Chair may, when deemed expedient, OR upon the written request of two of the members, call a special meeting of the members for the purpose of transacting any business designated by the request. The call for a special meeting must be communicated to each member at least 24 hours prior to the date of such special meeting. At such a special meeting no business shall be considered other than as designated in the call.

Allow electronic and email voting by the members in special circumstances that require quick action by the members between regular business.

FISCAL YEAR

The Fiscal Year of LUFC shall be July 1 to June 30.

AMENDMENTS

These Bylaws may be amended by a quorum at any annual or regular meeting of LUFC; provided that notice of the proposed amendment(s) has been included in the notice of such meeting.

PROCEDURE

The latest version of *Robert's Rules of Order* shall be the authority on all questions of procedure not stated in these Bylaws

These Bylaws signed this _____ day of _____ of 2025.

Chair

Secretary

ORDINANCE 2025-3
QWEST CORPORATION d/b/a CENTURYLINK QC FRANCHISE AGREEMENT

**AN ORDINANCE GRANTING A FRANCHISE TO QWEST CORPORATION d/b/a
CENTURYLINK QC ON BEHALF OF ITSELF AND ITS AFFILIATES
(“CENTURYLINK”) 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 CenturyLink a Franchise to operate a System pursuant to the terms and conditions contained herein.

FINDINGS

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

CenturyLink’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 February 11, 2025;

CenturyLink’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 CenturyLink by the City complies with the existing laws and regulations of the City.

Section 1) Grant of Franchise. The City hereby grants to CenturyLink 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 CenturyLink. Within sixty (60) days after the passage of this Ordinance by the City, CenturyLink 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, CenturyLink 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 CenturyLink’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, CenturyLink shall collect the alternative amounts agreed upon through a surcharge upon Utility Service provided to City residents and businesses who are customers of CenturyLink.

Section 6) Remittance of Franchise Fee.

6.1 Correction of Franchise Fee Payments. In the event that either the City or CenturyLink 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 written notice of the error does not agree with the written notice of error, that party may challenge the written notice of error; otherwise, the error shall be corrected and adjustments applied in the next monthly payment following discovery. However, if the error results in an overpayment of the Franchise Fee to the City, and said overpayment is in

excess of Five Thousand Dollars (\$5,000.00), credit for the overpayment shall be adjusted in the successive monthly payments; provided that if such period would extend beyond the term of this Franchise, CenturyLink may elect to require the City to provide it with a refund instead of a credit, with such refund to be spread over the same period the error was undiscovered, even if the refund will be paid after the termination date of this Franchise. All franchise fee underpayments shall be corrected in the next monthly payment following discovery, together with interest computed at the rate set by the Public Service Commission for customer security deposits held by CenturyLink, from the date when due until the date paid. In no event shall either party be required to fund or refund any overpayment or underpayment which occurred more than five (5) years prior to 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 CenturyLink request that CenturyLink 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, CenturyLink 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 CenturyLink 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 CenturyLink has underpaid the City by two percent (2%) or more, in addition to the obligation to pay such amounts to the City and interest, CenturyLink 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 CenturyLink 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. CenturyLink shall make available to the City, upon reasonable advance written notice of no less than sixty (60) days, such information pertinent only to enforcing the terms of this Ordinance in such form and at such times as CenturyLink can reasonably make such available. Subject to applicable laws, any information that is provided to the City and that the City reviews *in camera* is confidential and proprietary and shall not be disclosed or used for any purpose other than verifying compliance with the terms of this Ordinance. Any such information provided to the City shall be immediately returned to CenturyLink following review. The City will not make copies of such information. Subject to applicable law, neither the City nor CenturyLink shall be required to publicly disclose information which is proprietary or confidential in nature, absent an appropriate order from a court or agency of competent jurisdiction. The City agrees to treat any information disclosed by CenturyLink as confidential pending a contrary determination, and only to disclose to its employees, representatives, agents or consultant that have a need to know and that have agreed to maintain the confidentiality of the materials in accordance with law. The City agrees to notify CenturyLink in writing if the City receives a request to disclose confidential information, so that CenturyLink may take appropriate action to protect its interest.

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 CenturyLink's Facilities or the rights granted CenturyLink 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 CenturyLink of its Facilities. CenturyLink 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 CenturyLink'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 CenturyLink will maintain in full force and effect for the term of the Franchise, at CenturyLink's expense, the following insurance coverage:

- A) Workers' Compensation and Employers Liability Insurance. CenturyLink 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. CenturyLink's coverage shall be under the Wyoming Workers' Compensation program, if statutorily required, or such workers' compensation insurance as appropriate. CenturyLink'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. CenturyLink 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. CenturyLink 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. CenturyLink 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. CenturyLink 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. CenturyLink 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 CenturyLink's Facilities.

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

12.2 CenturyLink shall provide to the City upon written request of CenturyLink 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"). CenturyLink 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 CenturyLink's Facilities in the City. Information, if confidential, shall be marked as such and maintained as confidential as permitted under applicable law.

12.3. CenturyLink 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 CenturyLink's expense, which permit shall not be unreasonably withheld, conditioned or delayed. CenturyLink 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, CenturyLink 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 CenturyLink'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 CenturyLink 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, CenturyLink causes damage to or alters the Rights-of-Way or other public property, CenturyLink shall replace and restore such Rights-of-Way or public property at CenturyLink'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, CenturyLink 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 CenturyLink's project completion or increase CenturyLink'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, CenturyLink shall construct and install its Facilities underground. In areas where one or more public utilities are aerial, CenturyLink shall contact the City to determine if CenturyLink will be allowed to install its Facilities aurally, or above ground.

12.9 CenturyLink 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, CenturyLink 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, CenturyLink 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 CenturyLink with as much advance written notice of any requirement for the City to protect, support, adjust, raise, lower, temporarily disconnect, relocate or remove CenturyLink's Facilities for a public purpose. Weather permitting, CenturyLink 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 CenturyLink property located in the Rights-of-Way when required by the City consistent with its police powers. CenturyLink 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. CenturyLink 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 CenturyLink property located in the Rights-of-Way, provided that the cost of such action is borne by the third party requesting it, and CenturyLink is given advance written notice of not less than one hundred twenty (120) days. In said situation, CenturyLink will require advance payment of the costs.

13.3 Alternatives to Relocation. CenturyLink 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 CenturyLink in writing if one or more of the alternatives are suitable. If requested by the City, CenturyLink shall promptly submit additional information to assist the City in such evaluation. The City shall give each alternative proposed by CenturyLink full and fair consideration. In the event the City determines there is no reasonable alternative, CenturyLink shall relocate the components of the System as otherwise provided herein. Notwithstanding the foregoing, CenturyLink shall in all cases have the right to abandon the Facilities and convey title to the City.

Section 14) Vegetation Management. CenturyLink 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 CenturyLink; instead, this right gives permission to CenturyLink should CenturyLink 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, CenturyLink 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 CenturyLink has not complied with the terms of this Ordinance, the City shall informally discuss the matter with CenturyLink. If these discussions do not lead to resolution of the problem, the City shall notify CenturyLink in writing of the exact nature of the alleged non-compliance.

16.2 CenturyLink 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 CenturyLink 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 CenturyLink 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 CenturyLink 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 CenturyLink. CenturyLink 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 CenturyLink, 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 CenturyLink an opportunity to state its position on the matter, after which the City shall determine whether or not the Franchise shall be revoked. CenturyLink 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 CenturyLink 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. CenturyLink'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 CenturyLink's assets located in Fremont County, any entity that acquires a majority of the equity interests in CenturyLink or a direct or indirect parent company of CenturyLink, any newly created or surviving successor entity that results from a merger, reorganization or consolidation involving CenturyLink 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 CenturyLink, or for transfers in trust, by mortgage, by other hypothecation, or by assignment of any right, title or interest of CenturyLink in the Franchise or Facilities to secure indebtedness.

Section 19) Amendment. At any time during the Term of the Franchise, the City or CenturyLink 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 CenturyLink'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. If, after the effective date of this Ordinance, should there be any enactment or promulgation of any federal or state law, regulation or order, or a decision of a court of competent jurisdiction that significantly changes CenturyLink's or the City's rights or obligations under this Ordinance, or that pertains to any of the terms or provisions herein, including, but not limited to, the imposition, payment, collection or treatment of the franchise fees payable hereunder, then CenturyLink and the City, by providing written notice to the other party, each shall have the right to request that affected portions of this Ordinance be amended or that there be an addendum hereto. The parties shall commence good-faith negotiations within sixty (60) days of such notice and endeavor to conclude such negotiations within thirty (30) days thereafter. Any amendment or addendum agreed to by the parties shall become effective upon the passage and acceptance of such amendment or addendum. In the event that an amendment or addendum cannot be agreed upon pursuant to the terms of this section, either the City or CenturyLink may file an action with any court of competent jurisdiction to conform the Franchise to the new law, regulation or order.

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

Qwest Corporation d/b/a CenturyLink QC
c/o NRE/ROW Network
931 14th Street
Denver, Colorado 80202

With a copy at the same address to the Attention of Network Legal Counsel

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 ____ day of _____, 2025

APPROVED on 2nd Reading this ____ day of _____, 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

Qwest Corporation d/b/a CenturyLink QC
On behalf of Itself and Its Affiliates

By: _____
Name: _____
Title: _____

STATE OF WYOMING)
) ss.
COUNTY OF FREMONT)

CERTIFICATE

I hereby certify that on _____, following passage, adoption, and approval of Ordinance 2025-3, Monte Richardson, 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 _____.

Rachelle Fontaine, City Clerk

APPENDIX A

CALCULATION OF FRANCHISE FEE

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

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.

LICENSE AND INDEMNIFICATION AGREEMENT

~~THIS AGREEMENT~~ made and entered into this 6th day of December, 2024, by and between the CITY OF LANDER, a municipal corporation, of 240 Lincoln Street, Lander, Wyoming 82520, herein referred to as "OWNER or OWNERS", and the LANDER OLD TIMERS RODEO ASSOCIATION of Lander, Wyoming, herein referred to as "LICENSEE".

WITNESSETH:

WHEREAS, OWNER is the owner of real estate which is generally described as the Rodeo Grounds located in Lander, Fremont County, Wyoming, (hereinafter referred to as the "Property") located within Lander, Fremont County, State of Wyoming; and,

WHEREAS, OWNER and LICENSEE have reached an agreement regarding the conditional use of the Property owned by Owner for rodeo related activities.

TERMS AND CONDITIONS:

NOW THEREFORE, in consideration of the mutual covenants and conditions herein contained, the receipt and sufficiency of which is hereby acknowledged, the parties hereto mutually agree as follows:

1. **LICENSE**. OWNER does hereby grant to LICENSEE, or their agents and guests, unrestricted right to enter upon the Property, and does hereby grant a license to use premises described as follows: no more than 70,000 square feet of additional space outside the north and west sides of their existing building, all of which is located within Fremont County, Wyoming. This license is for the purpose of rodeo related activities, or any other similar or lawful activities, subject to the terms and conditions hereinafter stated.

2. **TERM**. This License will be for the duration of the Lease Agreement, Dated 12-6-2023, ~~2024~~, ²⁰²⁴ Between OWNER and LICENSEE, and will remain in effect from this 6th day of December, 2024, ~~and~~ ^{MA} shall terminate upon the expiration of the Lease Agreement.

3. **USE OF PREMISES**. LICENSEE shall not in any manner cause any damage or destruction of any nature to or interruption of the use of the Property, Rights of Way, and/or ways of ingress or egress. LICENSEE agrees and specifically understands that the license is confined solely to the privilege of LICENSEE, and his agents or guests, to use the premises above described, and that the authority and permission given herein does not thereby grant to it any interest or estate in said lands, but is a mere privilege to do certain acts of a temporary character on the lands of the OWNER and that the OWNER retains dominion, possession and control of said lands, including access thereto at all times.

Additionally, LICENSEE shall create a proposed layout within the 70,000 square feet to be approved in writing by the City of Lander Public Works Director. Future layout changes within the 70,000 square feet will need to be coordinated, and approved in writing, by the City of Lander Public Works Director. Additional square footage requests shall require an amendment to the license.

4. **RIGHT OF ENTRY**. OWNER shall have the right to enter upon the premises herein described for purposes as may be deemed necessary by OWNER, so long as said entry does not interfere with the license herein granted to LICENSEE.

5. **INDEMNIFICATION.** LICENSEE agrees that it will save and hold OWNER harmless from all claims, causes and actions, suits, damages or demands whatsoever in law and in equity which may arise out of, or as a consequence of its negligence and the negligence of its authorized agents, servants or employees, in utilizing said Property under this license. Furthermore, LICENSEE agrees to indemnify the OWNER from and against any and all liability, loss or damage the OWNER may suffer as a result of any claims, demands, actions at law or in equity, damages, costs or judgments against the OWNER arising out of the activities taking place on the Property. Said indemnification shall include all court costs, litigation expenses and reasonable attorney fees incurred by the OWNER.

6. **GOVERNMENTAL IMMUNITY.** The City of Lander does not waive governmental immunity and 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.

7. **RIGHTS OF PARTIES.** LICENSEE hereby reserves a right to use said licensed premises for the purpose of placing, maintaining, or conducting any equipment, items, or activity related to rodeos or other related activities, items, or equipment, which will not interfere with or prevent the exercise by OWNER of the rights granted hereunder. Said equipment, items, or actives are and shall be the property of LICENSEE. LICENSEE shall be solely responsible for all scheduling, reservations, rentals, utilities, maintenance, and repairs. LICENSEE shall install, pay for, and be responsible for meters and payment of any utilities to be used with or for the premises.

8. **LIMITATION ON CONSTRUCTION.** It is understood and agreed by and between the parties hereto that LICENSEE shall not erect any other structure, other than those structures described herein, of any type or kind or plant anything upon said premises except with the consent, in writing, of the OWNER first had and obtained.

9. **TERMINATION.** This license is subject to cancellation by either party upon One Hundred Eighty Days (180) days written notice. Notice given by either party must state the other party's name, address, and dates the license shall be terminated. Said notice shall be computed commencing with the day after the date of mailing.

10. **REMOVAL AFTER TERMINATION.** LICENSEE agrees that on or before the termination date of this license, it shall remove or cause to be removed any and all debris on the premises described in this License, any and all equipment for the facilities and other things erected or placed by it, and will yield up said premises to the OWNER as in the condition as when the same was entered upon by LICENSEE. Removal of any and all equipment shall be done within 48-hours after termination at the sole expense of LICENSEE. Upon LICENSEE's failure to do so, OWNER may do so at the sole cost and expense of LICENSEE. LICENSEE shall repair any damage to the premises caused by it in utilizing this License. Any and all repairs must be completed within 7-days after termination. In the event LICENSEE fails to repair any and all damages, OWNER shall submit an invoice for costs of repairs, which LICENSEE herein agrees to pay in full upon receipt of said invoice.

11. **NOTICE.** Any notice herein provided shall be deemed properly served if delivered in writing personally or mailed by registered or certified mail, postage prepaid, return receipt requested to LICENSEE or to OWNER and such other persons as either party may from time to time designate in writing.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this agreement at Lander, Wyoming on the dates indicated below.

CITY OF LANDER:

ATTEST:


Rachelle Fontaine, City Clerk

BY:

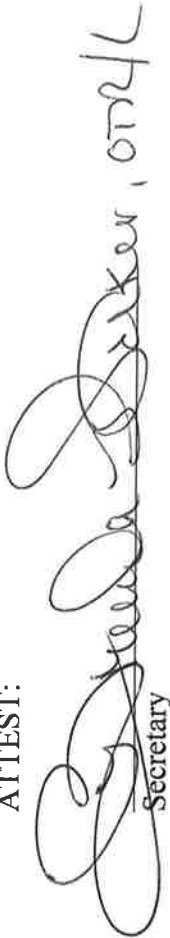

MONTE RICHARDSON

LANDER OLD TIMER RODEO
ASSOCIATION, Lander, Wyoming

BY:


President

ATTEST:


Secretary

LEASE AGREEMENT

THIS LEASE AGREEMENT is made this 6th day of December, 2023, by and between the CITY OF LANDER, a municipal corporation, of 240 Lincoln Street, Lander, Wy 82520, hereinafter referred to as "Lessor," and the LANDER OLD TIMER'S RODEO ASSOCIATION (LOTRA), a 501C3 Non-Profit Corporation, of Lander, Wyoming, hereinafter referred to as "Lessee." City and LOTRA shall collectively be known herein as the "Parties."

RECITALS

WHEREAS, the City of Lander, a Wyoming municipal corporation, is the owner of certain real property as described herein, hereinafter "Real Property", 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 this Lease, and

WHEREAS, the Lessor and the Lessee desire to enter into a lease agreement of City property for the purpose of maintaining and operating all the duties, functions, and operations of LOTRA 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 Building on the premises. The Lessor does hereby lease, let and demise unto the Lessee the real property, excluding the building, located at Lander Rodeo Grounds, with a legal description as described in Exhibit "A", which is attached and incorporated herein, 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.

Additionally, there is a License affecting the area surrounding the Lease Premises entered by the parties. Said License is not part of this Agreement; however, does affect the surrounding area abutting the Leased Premises, and the parties to this Agreement should abide by the terms of the License Agreement.

3. **PRIMARY PURPOSE.** This agreement authorizes the Lessee to use the property for the primary purpose of rodeo and livestock related activities. 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 the period commencing on the 15th of February 2024, and terminating on the 15th day of February 2025, unless sooner terminated for any of the reasons set forth in this Lease. Thereafter, this Agreement shall be re-written for a longer period as determined by the Lessee and Lessor. This Agreement will only terminate with Ninety (90) days written notice to the other part.
5. **RENTAL FEE.** Lessee shall pay to Lessor \$1,000 in one installment on or before the 15th day of September, 2024. After the rental lease expires, a new lease may be renegotiated or changed as mutually agreed upon by both parties.
6. **CONDITION OF PREMISES.** Lessee covenants with the Lessor that Lessee has received the premises in good order and condition and at the expiration of the Lease, Lessee will yield up the premises to the Lessor, its successors or assigns, in as good order and condition as when the premises were entered upon by Lessee, ordinary wear excepted. Lessee also agrees to keep the premises in good repair and a neat and sanitary condition at all times during the term of the Lease at Lessee's own expense.
7. **PERMITTED USES OF PREMISES.** The use of the leased premises shall primarily be for purposes associated with rodeo related activities and other uses as deemed appropriate by the Lessee. The Lessee shall have the right to occupy and use the premises for the purpose of maintaining and operating all the duties, functions, and operations of LOTRA.
8. **PROHIBITED USES.** Lessee expressly agrees:
 - A. No residential use of any kind shall be permitted in or on the premises.
 - B. Lessee shall not store any explosives, toxic, flammable, combustible or other hazardous materials in or near the buildings, as it is strictly prohibited. In all events, such materials must be properly handled and safely stored. Lessee shall not perform any hazardous operations in or on the premises.
 - C. Lessee promises and agrees that no commercial operation of any kind are permitted within or near the leased premises without written consent of the Lessor.
 - D. Lessee shall not erect or permit to be erected any signs on the premises without written consent of Lessor.
 - E. No long-term storage of boats, trailers, campers, motor homes or other similar property is allowed around the outside of the buildings.
 - F. Lessor has the right to tow and remove boats, trailers, campers, or other similar property parked outside the leased premises, if it is determined such vehicles have been stored long term and with proper notice to Lessee, at the sole expense of the owner(s) of said property.

9. **INSURANCE AND INDEMNIFICATION.** Lessee shall obtain and maintain continuously in effect at all times during the term of this lease agreement and all renewals, at Lessee's sole expense, general liability insurance with an insurance company licensed to do business in the State of Wyoming and having Best rating "A" with a combined single limit of One Million Dollars and No/100 Dollars (\$1,000,000.00), and an aggregate limit amount of Two Million Dollars and no/100 (\$2,000,000.00). 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 building and all personal property on the premises. 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, 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 building and the use of said building. 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.

10. **UTILITIES.** Lessee is responsible for all utilities consumed or used at the premises. 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.

11. **WEEDS/GRASS/DEBRIS AND PROPERTY.** Lessee shall keep the premises neat, clean, safe and orderly at all times, free of animal waste, trash, rubbish and debris. Weeds, grass and debris will be controlled by Lessee within the leased area to the satisfaction of the Lessor. Lessee is responsible for the sanitary and safe removal of all trash and hazardous materials to an off-property site.

12. **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, and comply with the laws, ordinances and regulations. Lessor, its agents, and representatives, shall have an unrestrictive right to enter the leased premises for the purpose of inspection for compliance with the terms of the Lease, upon a twenty-four (24) hour notice to Lessee. Access entry may be needed or emergencies. Lessor retains such right of entry and Lessee holds Lessor harmless for such entry.

13. **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 St.
Lander, Wy 82520

All notices to the Lessee shall be sent to:

LOTRA
PO Box 632
Lander, WY 82520

14. **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 lease in exchange for rent or other compensation without the approval of Lessor. 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.

15. **ENVIRONMENTAL.** Lessee, for itself, 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.

16. **TAXES.** Lessee is responsible for any and all of their own taxes or assessments.

17. **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.

- 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:

- i. **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.
- ii. **Termination.** If such payments are not made within thirty (30) days after notice, this Lease and Lessee's rights hereunder shall, at the election of the Lessor, forthwith terminate.
- iii. **Emergency Declarations.** If the City, County, or State is under a disaster declaration and such declaration prohibits the Lessee's ability to hold their events, which therefore affects the Lessee's ability to pay rent, such rent due may be negotiated between the Lessor and Lessee.

18. 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 building 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.
- D. Upon termination or expiration of this Agreement, and provided a new lease is not negotiated pursuant to the terms of this Agreement, and lessee agrees to surrender and deliver up possession of the premises to Lessor, and Lessee shall have the right to remove the building 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 building 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 building from the land including but

not limited to forcible entry and detainer and eviction. "Same or better condition" means that the building foundation, floor or apron should be left in-place if it is in sustainable condition for use with a new building 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.

19. **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.

20. **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 or 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.
- D. **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.
- E. **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.
- F. **WYOMING LAW:** This agreement shall be construed in accordance with the laws of the State of Wyoming.
- G. **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.

- H. **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.
- I. **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.
- J. **ENTIRE AGREEMENT:** This document constitutes the entire agreement of the parties and supersedes all prior agreements between the parties covering the subject matter hereof.

(SIGNATURES ON FOLLOWING PAGE)

SIGNATURES

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.

IN WITNESS WHEREOF, the parties have executed this lease this 15th day of November, 2023.

THE CITY OF LANDER
A municipal corporation,
Lessor

BY:

Mart Ruben
MAYOR

ATTEST:

Roselle San Juan
CITY CLERK

LANDER OLD TIMER'S RODEO
ASSOCIATION, INC.
A 501C3 Non-Profit Corporation,
Lessee

BY:

Paul Marmel
PRESIDENT

ATTEST:

Shirley L. Lander, OTR/L
SECRETARY

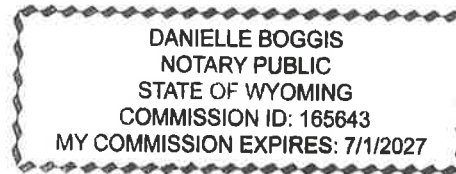
STATE OF WYOMING)
) SS.
 COUNTY OF FREMONT)

The foregoing instrument was acknowledged before me this 15th day of November, 2023, by, Monte Richardson, Mayor, who personally appeared before me and executed the foregoing document under oath.

Witness my hand and official seal.

Danielle Boggis
 Notary Public

My commission expires: 7/1/2027



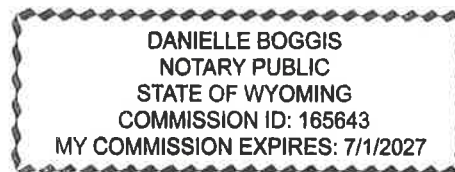
STATE OF WYOMING)
) SS.
 COUNTY OF FREMONT)

The foregoing instrument was acknowledged before me this 15th day of November, 2023, by, Rachelle Fontaine, City Clerk, who personally appeared before me and executed the foregoing document under oath.

Witness my hand and official seal.

Danielle Boggis
 Notary Public

My commission expires: 7/1/2027



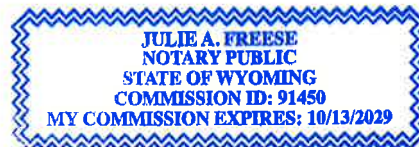
STATE OF WYOMING)
) SS.
 COUNTY OF FREMONT)

The foregoing instrument was acknowledged before me this 6th day of December, 2023, by, Paula McCormick, LOTRA PRESIDENT, who personally appeared before me and executed the foregoing document under oath.

Witness my hand and official seal.

Julie A. Freese
 Notary Public

My commission expires: 10-13-2029



STATE OF WYOMING)
) SS.
 COUNTY OF FREMONT)

The foregoing instrument was acknowledged before me this 6th day of December, 2023 by, Brenda Walker, LOTRA SECRETARY, who personally appeared before me and executed the foregoing document under oath.

Witness my hand and official seal.

My commission expires: 10-13-2029

Julie A. Freese
 Notary Public

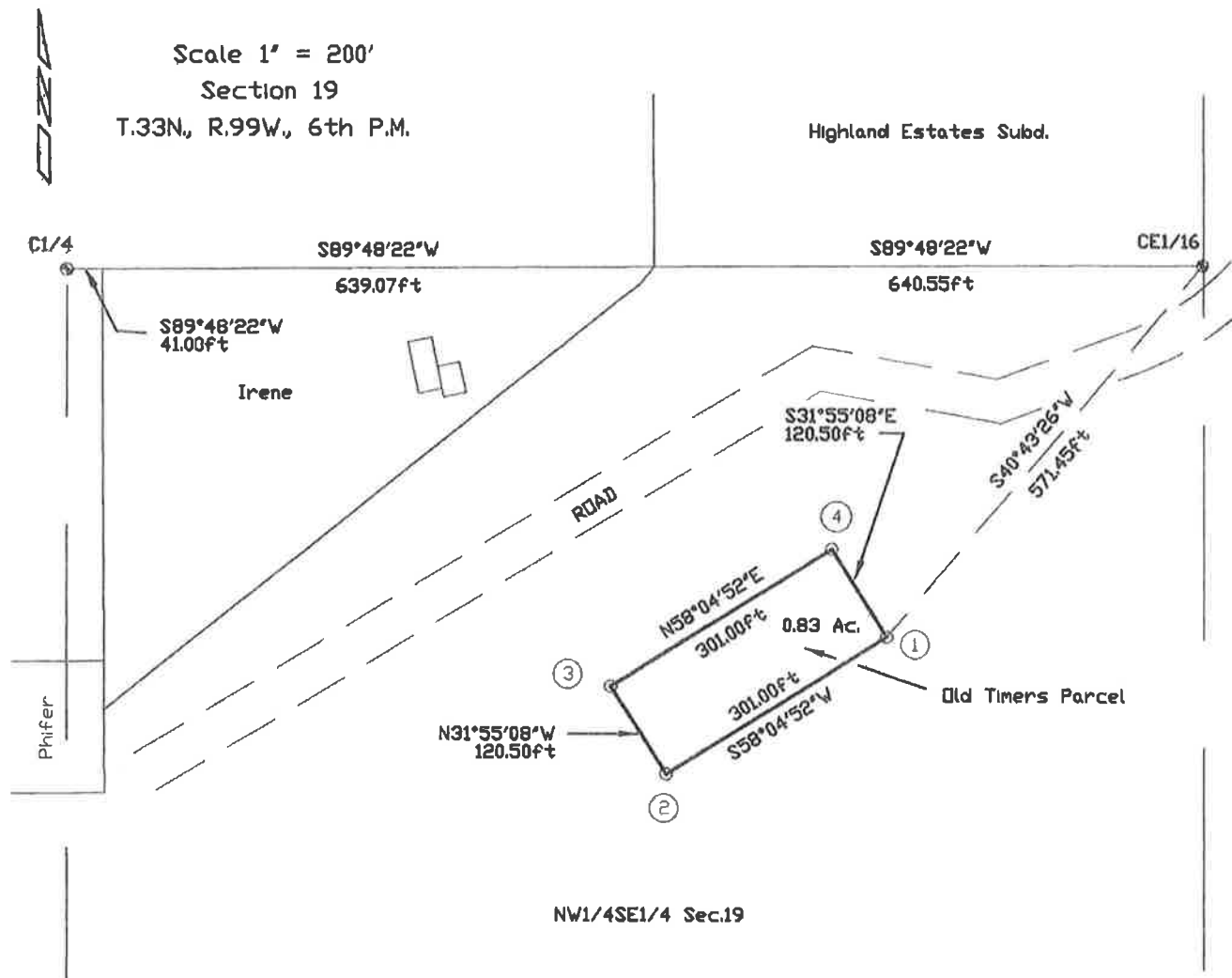
JULIE A. FREESE
 NOTARY PUBLIC
 STATE OF WYOMING
 COMMISSION ID: 91450
 COMMISSION EXPIRES: 10/13/2029

EXHIBIT "A"
LANDER OLD TIMERS PARCEL

A tract of land located in the NW1/4SE1/4 of Section 19, Township 33 North, Range 99 West, 6th P.M., City of Lander, Fremont County, Wyoming, more particularly described as follows:

Beginning at Point No.1, which point bears S40°43'26"W a distance of 571.45 feet from the northeast corner of said NW1/4SE1/4; thence proceed S58°04'52"W a distance of 301.00 feet to Point No.2; thence proceed N31°55'08"W a distance of 120.50 feet to Point No.3; thence proceed N58°04'52"E a distance of 301.00 feet to Point No.4; thence proceed S31°55'08"E a distance of 120.50 feet, more or less, to Point No.1, the point of beginning.

This tract of land contains 0.83 acres more or less.



Signed and dated this 12th day of August 2011.



EXTENSION AND OF LEASE AND LICENSE AGREEMENT

THIS EXTENSION OF LEASE AND LICENSE AGREEMENT, is made and entered into this ____ day of _____, 2025 by and between the CITY OF LANDER, herein referred to as “Lessor” and the LANDER OLD TIMER’S RODEO ASSOCIATION (“LOTRA”), a 501C3 Non-Profit Corporation, of Lander, Wyoming, herein referred to as “Lessee”. City and LOTRA shall collectively be known herein as the “Parties.”

RECITALS

WHEREAS, Lessor and Lessee are the parties to a Lease Agreement (“Lease”) dated the 6th day of December, 2023, by which Lessor leased to the Lessee the premises described in Exhibit “A” of the Lease Agreement; and,

WHEREAS, Lessor and Lessee are also the parties to a License and Indemnification Agreement (“License”) dated the 6th day of December, 2023, by which Lessee secured a License for use of certain properties referred to as the “Rodeo Grounds” from the Lessor; and,

WHEREAS, a copy of the Lease is attached hereto as Exhibit “1”, and a copy of the License is attached hereto as Exhibit “2”, and made a part hereof, and

WHEREAS, the Parties desire to extend the term of the Lease and License for an additional one year, pursuant to the same terms and conditions of the original agreements.

TERMS AND CONDITIONS

IN CONSIDERATION of the mutual covenants contained herein, the parties agree as follows:

1. The above recitals and copies of the Lease (Exhibit “1”) and License (Exhibit “2”) is incorporated herein and by this reference made a part hereof.
2. The execution of this agreement shall constitute a renewal of the basic Lease and License between the parties hereto in that it shall extend the termination date to February 15, 2026. It is also expressly understood and agreed to by and between the parties hereto that nothing herein contained shall operate to discharge or release Lessee from the liabilities to promptly perform each of the terms and conditions contained in the original Lease and License, which are attached hereto and made a part hereof.
3. This Extension of Lease and License, in conjunction with the basic Lease and License (Exhibits “1” and “2”), sets forth the entire agreement between the parties. The original Lease and License as extended and this Extension of Lease and License shall not be altered or modified hereafter, except by a written memorandum signed by the parties.
4. This agreement shall be attached to the basic Lease, Exhibit “1” attached hereto, and the basic License, Exhibit “2” attached hereto, and shall become a part thereof as if originally included therein.

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURES

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 and License Extension Agreement shall extend to and bind the heirs, legal representatives, successors and assigns of the parties.

IN WITNESS WHEREOF, the parties have executed this lease this _____day of _____, 2025.

THE CITY OF LANDER
A municipal corporation,
Lessor

BY: _____
MAYOR

ATTEST:

CITY CLERK

LANDER OLD TIMER’S RODEO
ASSOCIATION, INC.
A 501C3 Non-Profit Corporation,
Lessee

BY: _____
PRESIDENT

ATTEST:

SECRETARY

MACFARLANE UTILITIES PROJECT BID EVALUATION									
ITEM NO.	ITEM	UNIT	ESTIMATED QUANTITY	Bornhoft Construction		WyoDak Energy Services		Patrick Construction, Inc.	
				UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
100	Contract Bond and Insurance (5% max)	LS	1	\$40,734.00	\$40,734.00	\$14,408.96	\$14,408.96	\$12,500.00	\$12,500.00
101	Mobilization (10% max)	LS	1	\$135,781.00	\$135,781.00	\$44,178.72	\$44,178.72	\$34,000.00	\$34,000.00
102	Force Account	LS	1	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
103	Construction Surveying	LS	1	\$15,000.00	\$15,000.00	\$10,803.30	\$10,803.30	\$6,500.00	\$6,500.00
104	Quality Control Materials Testing	LS	1	\$20,000.00	\$20,000.00	\$29,707.54	\$29,707.54	\$9,000.00	\$9,000.00
105	Temporary Traffic Control	LS	1	\$2,500.00	\$2,500.00	\$16,500.00	\$16,500.00	\$32,000.00	\$32,000.00
106	Underground Utility Locate	EA	26	\$292.00	\$7,592.00	\$599.28	\$15,581.28	\$50.00	\$1,300.00
107	Underground Utility Crossing	EA	24	\$208.00	\$4,992.00	\$590.67	\$14,176.08	\$100.00	\$2,400.00
108	Clearing and Grubbing	LS	1	\$15,000.00	\$15,000.00	\$2,231.52	\$2,231.52	\$5,000.00	\$5,000.00
109	Sewer Bypass Pumping	LS	1	\$10,000.00	\$10,000.00	\$41,139.95	\$41,139.95	\$6,500.00	\$6,500.00
110	Temporary Water Service	LS	1	\$40,000.00	\$40,000.00	\$17,570.25	\$17,570.25	\$4,500.00	\$4,500.00
200	8" C900 PVC	LF	1,120	\$120.00	\$134,400.00	\$75.48	\$84,537.60	\$140.00	\$156,800.00
201	10" DR9 HDPE - HDD	LF	137	\$393.00	\$53,841.00	\$215.48	\$29,520.76	\$300.00	\$41,100.00
202	8" Fittings	EA	19	\$1,333.00	\$25,327.00	\$2,621.06	\$49,800.14	\$1,000.00	\$19,000.00
203	10" Fittings	EA	2	\$932.00	\$1,864.00	\$2,669.05	\$5,338.10	\$1,500.00	\$3,000.00
204	8" Gate Valve	EA	2	\$3,465.00	\$6,930.00	\$5,488.75	\$10,977.50	\$5,400.00	\$10,800.00
205	Water Service Connection								
205.1	1" Service	EA	4	\$5,750.00	\$23,000.00	\$2,334.36	\$9,337.44	\$1,000.00	\$4,000.00
205.2	1.5" Service	EA	3	\$5,850.00	\$17,550.00	\$2,469.45	\$7,408.35	\$1,600.00	\$4,800.00
205.3	2" Service	EA	4	\$6,000.00	\$24,000.00	\$3,118.70	\$12,474.80	\$2,000.00	\$8,000.00
206	Water Service Line								
206.1	1" Service	LF	191	\$60.00	\$11,460.00	\$31.89	\$6,090.99	\$50.00	\$9,550.00
206.2	1.5" Service	LF	334	\$60.00	\$20,040.00	\$24.51	\$8,186.34	\$65.00	\$21,710.00
206.3	2" Service	LF	112	\$60.00	\$6,720.00	\$22.79	\$2,552.48	\$65.00	\$7,280.00
207	Hydrant Assembly	EA	3	\$14,000.00	\$42,000.00	\$14,642.05	\$43,926.15	\$20,000.00	\$60,000.00
208	Hydrant Assembly (8' bury depth)	EA	1	\$25,055.00	\$25,055.00	\$14,195.58	\$14,195.58	\$27,000.00	\$27,000.00
209	Sanitary Yard Hydrant (6' bury depth)	EA	1	\$6,050.00	\$6,050.00	\$2,586.20	\$2,586.20	\$2,400.00	\$2,400.00
210	Air Relief Valve	EA	1	\$8,400.00	\$8,400.00	\$4,751.56	\$4,751.56	\$5,200.00	\$5,200.00
211	Water Meter Pit	EA	2	\$10,968.00	\$21,936.00	\$3,135.09	\$6,270.18	\$6,500.00	\$13,000.00
212	Connect to Existing Main	EA	3	\$8,400.00	\$25,200.00	\$8,744.19	\$26,232.57	\$1,800.00	\$5,400.00
213	Remove Existing Hydrant	EA	1	\$1,000.00	\$1,000.00	\$933.28	\$933.28	\$1,500.00	\$1,500.00
214	Remove Existing Water Line	LF	155	\$45.00	\$6,975.00	\$47.85	\$7,416.75	\$1.00	\$155.00
215	Tracer Wire Test Station	EA	5	\$350.00	\$1,750.00	\$173.87	\$869.35	\$320.00	\$1,600.00
216	Bollard	EA	3	\$600.00	\$1,800.00	\$847.17	\$2,541.51	\$850.00	\$2,550.00
217	6" C900 PVC	LF	24	\$231.00	\$5,544.00	\$641.08	\$15,385.92	\$95.00	\$2,280.00
218	6" Fittings	EA	1	\$1,000.00	\$1,000.00	\$1,229.21	\$1,229.21	\$400.00	\$400.00
219	6" Gate Valve	EA	1	\$4,190.00	\$4,190.00	\$4,660.81	\$4,660.81	\$3,800.00	\$3,800.00
300	8" SDR35 PVC	LF	317	\$133.00	\$42,161.00	\$78.52	\$24,890.84	\$110.00	\$34,870.00
301	8" DR9 HDPE - HDD	LF	235	\$430.00	\$101,050.00	\$169.25	\$39,773.75	\$380.00	\$89,300.00
302	10" Sewer Fitting	EA	2	\$500.00	\$1,000.00	\$273.12	\$546.24	\$800.00	\$1,600.00
303	New 60" Manhole	EA	4	\$24,876.00	\$99,504.00	\$18,319.30	\$73,277.20	\$16,000.00	\$64,000.00
304	6" Drop Inlet	EA	1	\$2,098.00	\$2,098.00	\$2,428.85	\$2,428.85	\$500.00	\$500.00
305	6" Sewer Service Line	LF	26	\$165.00	\$4,290.00	\$110.53	\$2,873.78	\$85.00	\$2,210.00
306	Final Video Inspection	LF	552	\$4.00	\$2,208.00	\$14.61	\$8,064.72	\$2.75	\$1,518.00
307	10" SDR35 PVC	LF	20	\$185.00	\$3,700.00	\$112.97	\$2,259.40	\$20.00	\$400.00
400	18" ADS Corrugated Smooth Interior	LF	297	\$190.00	\$56,430.00	\$73.62	\$21,865.14	\$48.00	\$14,256.00
401	New Storm Drain Inlet	EA	2	\$8,000.00	\$16,000.00	\$12,318.41	\$24,636.82	\$6,500.00	\$13,000.00
402	Drainage Swale	LS	1	\$15,000.00	\$15,000.00	\$6,825.30	\$6,825.30	\$6,000.00	\$6,000.00
403	Connect to Existing Storm Drain	EA	2	\$1,500.00	\$3,000.00	\$5,648.85	\$11,297.70	\$1,250.00	\$2,500.00
500	Asphalt Removal	SY	1,848	\$5.00	\$9,240.00	\$7.39	\$13,656.72	\$7.50	\$13,860.00
501	Subgrade Improvement	CY	140	\$66.00	\$9,240.00	\$109.13	\$15,278.20	\$65.00	\$9,100.00
502	Curb and Gutter	LF	184	\$85.00	\$15,640.00	\$53.23	\$9,794.32	\$90.00	\$16,560.00
503	Sidewalk and Approaches	SF	1,680	\$45.00	\$75,600.00	\$20.01	\$33,616.80	\$11.00	\$18,480.00
504	Crushed Base - 8" Min.	SY	2,413	\$20.00	\$48,260.00	\$25.56	\$61,676.28	\$24.00	\$57,912.00
505	Woven geotextile	SY	2,178	\$7.00	\$15,246.00	\$5.77	\$12,567.06	\$7.00	\$15,246.00
506	3" Asphaltic Pavement Mat	SY	2,178	\$57.00	\$124,146.00	\$52.12	\$113,517.36	\$50.00	\$108,900.00
507	Chip Seal	SY	61	\$330.00	\$20,130.00	\$299.08	\$18,243.88	\$265.00	\$16,165.00
508	Sod	SY	1,442	\$16.00	\$23,072.00	\$8.66	\$12,487.72	\$9.00	\$12,978.00
509	Irrigation System	LS	1	\$15,000.00	\$15,000.00	\$2,282.72	\$2,282.72	\$10,000.00	\$10,000.00
510	Unclassified Excavation	SY	1,848	\$35.00	\$64,680.00	\$7.50	\$13,860.00	\$29.00	\$53,592.00
				\$1,544,326.00		\$1,099,241.97		\$1,097,972.00	

NOTICE OF AWARD

Date of Issuance: 02/11/2025

Owner: City of Lander

Owner's Project No.:

Engineer: Strike Consulting Group

Engineer's Project No.:

Project: Macfarlane Utilities Project

Contract Name:

Bidder: Patrick Construction, Inc.

Bidder's Address: 135 Sunflower Street, Lander, WY 82520

You are notified that Owner has accepted your Bid dated January 30, 2025, for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

All work for the Macfarlane Utilities Project.

The Contract Price of the awarded Contract is \$1,097,972.00. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

One unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

☒ Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 30 days of the date of receipt of this Notice of Award:

1. Deliver to Owner one counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any):

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: City of Lander

By (signature): _____

Name (printed): _____

Title: _____

Copy: Engineer

City of Lander
Lance Hopkin, Public Works Director
125 Buena Vista Drive
Lander, WY 82520

January 31, 2024

Macfarlane Utilities Project Award Recommendation

The City of Lander received three (3) bids for the Macfarlane Utilities Project by 11:00 AM on January 30, 2025, where they were publicly opened and read aloud at City Hall. The apparent lower bidder was Patrick Construction, Inc. (PCI) of Lander, Wyoming, with a price of \$1,097,972.00.

All bidders submitted the correct documentation with their bids and no errors were identified in the bid tabulations. Therefore, Patrick Construction, Inc. remains the apparent low bidder.

PCI provided a list of competent subcontractors and suppliers. PCI is also well qualified to complete all components of work identified on the plan and specifications. It would be my recommendation to proceed with awarding the project to Patrick Construction, Inc.

Please contact me if you have any questions about the bids or PCI's ability to complete the work.

Thanks,



Bryce Roberts, P.E.
Project Manager



PO Box 926 • 135 Sunflower St. • Lander, WY 82520
 (307) 332-6939 • (307) 332-4608 Fax • Cell (307) 349-1441

City of Lander
 240 Lincoln St.
 Lander, WY 82520

January 30, 2025

RE : Contractor Qualifications for City of Lander Projects

Patrick Construction, Inc. (PCI) has had the opportunity to partner with the City of Lander on many large and small civil infrastructure and development projects. PCI has also assisted City crews with repair work and utility locates.

PCI has been the General Contractor for numerous major infrastructure projects completed for the City including:

Bishop Randall Drive Improvement Project
Blue Ridge Apartments Utility Improvements
Gannett Peak Estates Subdivision
Lander Streets (Goodrich Drive)
Jefferson Street Waterline 2018
Johnson Subdivision Rehabilitation
Lander Business Park
Lander Emergency Waterline Replacement

Lander High Pressure Water System Upgrades Phase I
Lander Barney Park and Poor Farm Road
Lander City Park and First Street
Middle Fork Bank Restoration and Utility Line Replacement
Mountain Vista Waterline
Poor Farm Road Sewer and Waterline River Crossing
Southwest Lander Water Pressure Improvement

PCI has been a Subcontractor on the following projects:

Lander Infiltration Reduction Project
Lander High Pressure Water System Upgrades Phase II
Lander High Pressure Water System Upgrades Phase III

We look forward to your favorable consideration of our services for upcoming projects.

Sincerely,

Jeff Patrick

Patrick Construction, Inc.



STATE OF WYOMING

CERTIFICATE OF RESIDENCY



Contractor Number: 0171

PATRICK CONSTRUCTION, INC.

HAS BEEN GRANTED RESIDENCY STATUS PURSUANT TO WYOMING STATUTE 16-6-101, AS AMENDED. FIVE PERCENT PREFERENCE SHALL BE ALLOWED WHEN BIDDING ON ANY PUBLIC WORKS CONTRACT FOR A PERIOD OF ONE (1) YEAR FROM THE DATE CERTIFICATION IS GRANTED.

GRANTED THIS 2ND DAY OF FEBRUARY TWO THOUSAND AND 24



Michele Johnson, Program Manager

EXPIRATION DATE: 2/1/2025

To verify the authenticity of the certificate,
please contact our office at 307-777-7261 or visit
wyomingworkforce.org/businesses/labor/info



CERTIFICATE SERIAL NUMBER: 0202202420

STATE OF WYOMING
Office of the Secretary of State

I, CHUCK GRAY, Secretary of State of the State of Wyoming, do hereby certify that according to the records of this office,

Patrick Construction, Inc.

is a
Profit Corporation

formed or qualified under the laws of Wyoming did on **January 2, 1998**, comply with all applicable requirements of this office. Its period of duration is Perpetual. This entity has been assigned entity identification number **1998-000329668**.

This entity is in existence and in good standing in this office and has filed all annual reports and paid all annual license taxes to date, or is not yet required to file such annual reports; and has not filed Articles of Dissolution.

I have affixed hereto the Great Seal of the State of Wyoming and duly generated, executed, authenticated, issued, delivered and communicated this official certificate at Cheyenne, Wyoming on this 29th day of January, 2025 at 2:09 PM. This certificate is assigned ID Number 081377632.



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

Secretary of State



Macfarlane Utilities Project

PROPOSED SUPPLIERS

CROELL
Artery Construction
Northwest Pipe and Supply
Vaughn Concrete Products
GEOTEC Industrial Supply

Aggregates and Concrete
Aggregates
Pipe and Fittings
Manholes and Catch Basins
Geotextile Fabric

PROPOSED SUBCONTRACTORS

Ellis Concrete
71 Construction

Concrete Items
Asphalt Paving



PO Box 926
Lander, WY 82520
307-332-6939

SIGNATORY CERTIFICATION

I, Jeff Patrick, Vice President/Secretary/Treasurer of Patrick Construction, Inc. a Wyoming Corporation, hereby certify that the following resolution was duly adopted by the Board of Directors of Patrick Construction, Inc. effective January 21, 2025.

RESOLVED, that on the 21st day of January, 2025, Jeff Patrick, who was appointed as Vice President/Secretary/Treasurer of Patrick Construction, Inc. on the 21st day of January, 2025 is authorized and directed to enter into, sign, execute, deliver and perform on behalf of Patrick Construction, Inc. such agreements and other documents, as may be necessary or desirable in connection with bid documents, bonds or other financial assurances, or application therefore, by Patrick Construction, Inc. pursuant to, or in connection with, the State of Wyoming and the rules and regulations pursuant thereto.

I further certify that on this date, said RESOLUTION has not been amended or repealed, that it is still in full force and effect and that Jeff Patrick is still Vice President/Secretary/Treasurer of Patrick Construction, Inc.

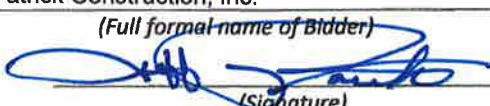
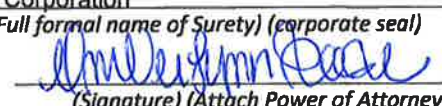
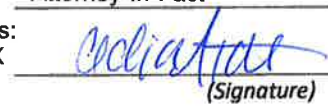
IN WITNESS WHEREOF, I set my hand and affixed the seal of Patrick Construction, Inc. this 30th day of January, 2025.



Vice President/Secretary/Treasurer

Corporate Seal

BID BOND (PENAL SUM FORM)

Bidder Name: Patrick Construction, Inc. Address (principal place of business): 135 Sunflower St. Lander, WY 82520	Surety Name: Swiss Re Corporate Solutions America Insurance Corporation Address (principal place of business): 1200 Main St. Suite 800 Kansas City, MO 64105-2478
Owner Name: City of Lander Address (principal place of business): 240 Lincoln Street Lander, Wyoming 82520	Bid Project (name and location): Macfarlane Utilities Project Lander, Wyoming Bid Due Date: January 30, 2025
Bond Penal Sum: Five Percent (5%) of Bid Amount Date of Bond: January 30, 2025	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder Patrick Construction, Inc. (Full formal name of Bidder)	Surety Swiss Re Corporate Solutions America Insurance Corporation (Full formal name of Surety) (corporate seal)
By:  (Signature)	By:  (Signature) (Attach Power of Attorney)
Name: <u>JEFF PATRICK</u> (Printed or typed)	Name: <u>Amber Lynn Reese</u> (Printed or typed)
Title: <u>SECRETARY / TREASURER</u>	Title: <u>Attorney-In-Fact</u>
WITNESS Attest:  (Signature)	Witness:  (Signature)
Name: <u>SCOTT PATRICK</u> (Printed or typed)	Name: <u>Cecelia Alder</u> (Printed or typed)
Title: <u>WITNESS</u>	Title: <u>Witness</u>
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.	

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
 SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
 WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

DANA L. GREGORY, ALEJANDRA G. VENEGAS, VALERIE A. ROYBAL, KRISTIN L. SALAZAR, CORY CLAUSS,
 MARY E. HANKS, TRISTIN ROSEN, PHILIP J. MONASCH, SAMANTHA BODDICKER, and AMBER LYNN REESE

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

By Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC & Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 10 day of NOVEMBER, 20 22

State of Illinois
 County of Cook

SS

Swiss Re Corporate Solutions America Insurance Corporation
 Swiss Re Corporate Solutions Premier Insurance Corporation
 Westport Insurance Corporation

On this 10 day of NOVEMBER, 20 22, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Christina Manisco
 Christina Manisco, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 30th day of January, 20 25.

Jeffrey Goldberg, Senior Vice President &
 Assistant Secretary of SRCSAIC and
 SRCSPIC and WIC



PO Box 926 • 135 Sunflower St. • Lander, WY 82520
(307) 332-6939 • (307) 332-4608 Fax • Cell (307) 349-1441

City of Lander
240 Lincoln St.
Lander, WY 82520

January 30, 2025

RE : HDD Boring Qualifications for City of Lander Projects

Patrick Construction, Inc. (PCI) has successfully completed HDD bores for City of Lander projects including:

HWY 789 Boring Loop Project - 160 feet of 8 inch DR9 HDPE across WYDOT ROW

Lander High Pressure Water System Upgrades Phase I - 240 feet of 14 inch DR11 HDPE across the Popo Agie River

Lander High Pressure Water System Upgrades Phase II - 120 feet of 14 inch DR11 HDPE along WYDOT ROW

Lander High Pressure Water System Upgrades Phase III - 640 feet of 14 inch DR11 HDPE through the Lander Golf Course

Middle Fork Bank Restoration and Utility Lines - 220 feet of 18 inch DR 11 HDPE, 182 feet 12 inch DR11 HDPE,
160 feet 8 and 6 inch DR11 HDPE, 180 feet 8 and 6 inch DR11 HDPE,
320 feet 10 inch DR11 HDPE, 400 feet 10 inch DR11 HDPE

Mountain Vista Waterline - 400 feet of 10 inch DR11 HDPE along WYDOT ROW

Poor Farm Road Sewer and Waterline River Crossing - 110 feet 10 inch DR11 HDPE, 100 feet 10 inch DR11 HDPE,
across the Popo Agie River and 250 feet 10 inch DR11 HDPE

PCI has also successfully completed HDD bores in the immediate area including:

Arapahoe Water Supply Phase II Transmission Mains - 160 feet 14 inch DR11 HDPE

Arapahoe Water Supply L-III Casino Loop - 320 feet 16 inch DR9 HDPE across WYDOT ROW, 80 feet 16 inch DR11 HDPE

Arapahoe Water Supply L-III Casino Loop - 480 feet 10 inch DR9 HDPE across the Wind River inside WYDOT ROW

Davis Lane Reconstruction Project - 120 feet 10 inch DR9 HDPE across Riverton W. Main St. (WYDOT)

Fort Washakie Transmission Mains - 160 feet 12 inch DR11 HDPE road crossing

Hudson Waterline Extension - 280 feet 6 inch DR11 HDPE across the Little Popo Agie River within WYDOT ROW

PCI has fused all pipe, fittings and adapters related to all of the above HDD bores.

Sincerely,

Jeff Patrick

Patrick Construction, Inc.

SRF SPECIAL CONDITIONS**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION -- LOWER TIER COVERED TRANSACTIONS****Instructions for Certification**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--
Lower Tier Covered Transactions**

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Patrick Construction, Inc.
Organization Name

JEFF PATRICK SECRETARY/TREASURER
Name and Title of Authorized Representative

[Signature]
Signature

1/30/2025
Date

BID FORM FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted to:

City of Lander
240 Lincoln Street
Lander, WY 82520

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

2.01 The following documents are submitted with and made a condition of this Bid:

- ✓ A. Required Bid security;
- ✓ B. List of Proposed Subcontractors;
- ✓ C. List of Proposed Suppliers;
- ✓ D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
- ✓ E. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;
- ✓ F. Required Bidder Qualification Statement with supporting data;
- ✓ G. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions.

ARTICLE 3—BASIS OF BID—UNIT PRICE BID

3.01 *Unit Price Bids*

A. Bidder will complete the Work in accordance with the Contract Documents at the following unit prices:

SEE ATTACHED BID SCHEDULE

B. Bidder acknowledges that:

1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and

2. estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 4—TIME OF COMPLETION

- 4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

- 5.01 *Bid Acceptance Period*
 - A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.
- 5.02 *Instructions to Bidders*
 - A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.
- 5.03 *Receipt of Addenda*
 - A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
ONE	1/22/2025
TWO	1/24/2025

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

- 6.01 *Bidder's Representations*
 - A. In submitting this Bid, Bidder represents the following:
 1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.

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

6.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at

artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.

- c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
- d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder: PATRICK CONSTRUCTION, INC.
(typed or printed name of organization)

By: 
(individual's signature)

Name: JEFF PATRICK
(typed or printed)

Title: SECRETARY/TREASURER
(typed or printed)

Date: JANUARY 30, 2025
(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest: 
(individual's signature)

Name: JEFF PATRICK
(typed or printed)

Title: SECRETARY/TREASURER
(typed or printed)

Date: JANUARY 30, 2025
(typed or printed)

Address for giving notices:
135 SUNFLOWER ST., PO BOX 926
LANDER, WY 82520

Bidder's Contact:

Name: JEFF PATRICK
(typed or printed)

Title: SECRETARY/TREASURER
(typed or printed)

Phone: 307-349-1441

Email: PC12@wyoming.com

Address: PO BOX 926 LANDER, WY 82520

EJCDC® C-410, Bid Form for Construction Contract.

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Bidder's Contractor License No.: (if applicable) WY RESIDENCY #0171

MACFARLANE UTILITIES PROJECT, ADDENDUM #1					
BID SCHEDULE					
ITEM NO.	ITEM	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE
100	Contract Bond and Insurance (5% max)	LS	1	\$ 12,500.00	\$ 12,500.00
101	Mobilization (10% max)	LS	1	\$ 34,000.00	\$ 34,000.00
102	Force Account	LS	1	\$10,000.00	\$10,000.00
103	Construction Surveying	LS	1	\$ 6,500.00	\$ 6,500.00
104	Quality Control Materials Testing	LS	1	\$ 9,000.00	\$ 9,000.00
105	Temporary Traffic Control	LS	1	\$ 32,000.00	\$ 32,000.00
106	Underground Utility Locate	EA	26	\$ 50.00	\$ 1,300.00
107	Underground Utility Crossing	EA	24	\$ 100.00	\$ 2,400.00
108	Clearing and Grubbing	LS	1	\$ 5,000.00	\$ 5,000.00
109	Sewer Bypass Pumping	LS	1	\$ 6,500.00	\$ 6,500.00
110	Temporary Water Service	LS	1	\$ 4,500.00	\$ 4,500.00
200	8" C900 PVC	LF	1,120	\$ 140.00	\$156,800.00
201	10" DR9 HDPE - HDD	LF	137	\$ 300.00	\$ 41,100.00
202	8" Fittings	EA	19	\$ 1,000.00	\$ 19,000.00
203	10" Fittings	EA	2	\$ 1,500.00	\$ 3,000.00
204	8" Gate Valve	EA	2	\$ 5,400.00	\$ 10,800.00
205	Water Service Connection				
205.1	1" Service	EA	4	\$ 1,000.00	\$ 4,000.00
205.2	1.5" Service	EA	3	\$ 1,600.00	\$ 4,800.00
205.3	2" Service	EA	4	\$ 2,000.00	\$ 8,000.00
206	Water Service Line				
206.1	1" Service	LF	191	\$ 50.00	\$ 9,550.00
206.2	1.5" Service	LF	334	\$ 65.00	\$ 21,710.00
206.3	2" Service	LF	112	\$ 65.00	\$ 7,280.00
207	Hydrant Assembly	EA	3	\$ 20,000.00	\$ 60,000.00
208	Hydrant Assembly (8' bury depth)	EA	1	\$ 27,000.00	\$ 27,000.00
209	Sanitary Yard Hydrant (6' bury depth)	EA	1	\$ 2,400.00	\$ 2,400.00
210	Air Relief Valve	EA	1	\$ 5,200.00	\$ 5,200.00
211	Water Meter Pit	EA	2	\$ 6,500.00	\$ 13,000.00
212	Connect to Existing Main	EA	3	\$ 1,800.00	\$ 5,400.00
213	Remove Existing Hydrant	EA	1	\$ 1,500.00	\$ 1,500.00
214	Remove Existing Water Line	LF	155	\$ 1.00	\$ 155.00
215	Tracer Wire Test Station	EA	5	\$ 320.00	\$ 1,600.00
216	Bollard	EA	3	\$ 850.00	\$ 2,550.00
217	6" C900 PVC	LF	24	\$ 95.00	\$ 2,280.00
218	6" Fittings	EA	1	\$ 400.00	\$ 400.00
219	6" Gate Valve	EA	1	\$ 3,800.00	\$ 3,800.00
300	8" SDR35 PVC	LF	317	\$ 110.00	\$ 34,870.00
301	8" DR9 HDPE - HDD	LF	235	\$ 380.00	\$ 89,300.00
302	10" Sewer Fitting	EA	2	\$ 800.00	\$ 1,600.00
303	New 60" Manhole	EA	4	\$ 16,000.00	\$ 64,000.00
304	6" Drop Inlet	EA	1	\$ 500.00	\$ 500.00
305	6" Sewer Service Line	LF	26	\$ 85.00	\$ 2,210.00

306	Final Video Inspection	LF	552	\$ 2.75	\$ 1,518.00
307	10" SDR35 PVC	LF	20	\$ 20.00	\$ 400.00
400	18" ADS Corrugated Smooth Interior	LF	297	\$ 48.00	\$ 14,256.00
401	New Storm Drain Inlet	EA	2	\$ 6,500.00	\$ 13,000.00
402	Drainage Swale	LS	1	\$ 6,000.00	\$ 6,000.00
403	Connect to Existing Storm Drain	EA	2	\$ 1,250.00	\$ 2,500.00
500	Asphalt Removal	SY	1,848	\$ 7.50	\$ 13,860.00
501	Subgrade Improvement	CY	140	\$ 65.00	\$ 9,100.00
502	Curb and Gutter	LF	184	\$ 90.00	\$ 16,560.00
503	Sidewalk and Approaches	SF	1,680	\$ 11.00	\$ 18,480.00
504	Crushed Base - 8" Min.	SY	2,413	\$ 24.00	\$ 57,912.00
505	Woven geotextile	SY	2,178	\$ 7.00	\$ 15,246.00
506	3" Asphaltic Pavement Mat	SY	2,178	\$ 50.00	\$ 108,900.00
507	Chip Seal	SY	61	\$ 265.00	\$ 16,165.00
508	Sod	SY	1,442	\$ 9.00	\$ 12,978.00
509	Irrigation System	LS	1	\$ 10,000.00	\$ 10,000.00
510	Unclassified Excavation	SY	1,848	\$ 29.00	\$ 53,592.00

Total Bid Schedule: \$ 1,097,972.00

Total Bid Schedule in Words: _____

One million ninety seven thousand nine hundred seventy two dollars and no cents

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

This Agreement is by and between City of Lander ("Owner") and Patrick Construction, Inc. ("Contractor").

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

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

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

Macfarlane Utilities Project

ARTICLE 2—THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows:

Water line work including the installation of 1,205 feet of 8-inch PVC, water service taps and curb stops, new hydrant installation, existing hydrant removal, and one 8-inch HDPE horizontal directional bores (137 feet in length) beneath US-287. Sanitary sewer work including sewer manhole installation, 317 feet of new 8-inch sewer main, removal and replacement of a 6-inch service, and one 8-inch HDPE horizontal directional bore (235 feet in length) beneath US-287. Surfacing work includes asphalt removal and asphalt paving on Macfarlane Drive, and spot replacement of sidewalk and curb and gutters. This project also includes replacement of 297 feet of 18" culvert with catch basins and lining of a drainage swale.

ARTICLE 3—ENGINEER

- 3.01 The Owner has retained Strike Consulting Group ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.
- 3.02 The part of the Project that pertains to the Work has been designed by the Engineer.

ARTICLE 4—CONTRACT TIMES

- 4.01 *Time is of the Essence*

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

- 4.02 *Contract Times: Dates*

A. The Work will be substantially complete on or before **November 28, 2025**, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **December 19, 2025**.

4.03 *Milestones*

- A. No milestones associated with the work.

4.04 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. *Substantial Completion*: Contractor shall pay Owner \$1,000 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
 2. *Completion of Remaining Work*: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$1,000 for each day that expires after such time until the Work is completed and ready for final payment.
 3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

ARTICLE 5—CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:
- A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the 15th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All

such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
 - a. 95 percent of the value of the Work completed (with the balance being retainage).
 - 1) If 50 percent or more of the Work has been completed, as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions.
- C. In accordance with W.S. 16-6-1001(a)(iv), the Owner may issue the progress payment upon verification, via the Affidavit Acknowledging Payment to Materialmen, Subcontractor, and Laborers, that all materialmen, subcontractors, and laborers have been paid for completed work through the date of the most recent previous progress payment. This affidavit must accompany all progress payment applications beginning with the second request.
- D. Contractor may designate an interest-bearing account for retainage in accordance with W.S. 16-6-702, 16-6-704, and 16-6-705.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, the completion of all closeout documents, and once the requirements of W.S. 16-6-116, 16-6-117, and 15-1-113h are met, Owner shall pay the remainder of the Contract Price as recommended by the Engineer as provided in said Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

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

6.05 *Interest*

- A. All amounts not paid when due will bear interest at the rate of the maximum legal rate.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of all of the following:
1. This Agreement.
 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 - c. Warranty bond.
 3. General Conditions.
 4. Supplementary Conditions.
 5. SRF Special Conditions.
 6. Specifications as listed in the table of contents of the project manual (copy of list attached).
 7. Drawings (not attached but incorporated by reference) consisting of 21 sheets with each sheet bearing the following general title: Macfarlane Utilities Project
 8. Addenda (numbers 1 to 2, inclusive).
 9. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid
 - b. Geotechnical Baseline Report
 10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 Contractor's Representations

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
1. Contractor has examined and carefully studied the Contract Documents, including Addenda.

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

8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:

1. “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or “track changes” (redline/strikeout), or in the Supplementary Conditions.

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

This Agreement will be effective on **[indicate date on which Contract becomes effective]** (which is the Effective Date of the Contract).

Owner:

Contractor:

(typed or printed name of organization)

By: _____

(individual's signature)

Date: _____

(date signed)

Name: _____

(typed or printed)

Title: _____

(typed or printed)

Attest: _____

(individual's signature)

Title: _____

(typed or printed)

Address for giving notices:

Designated Representative:

Name: _____

(typed or printed)

Title: _____

(typed or printed)

Address:

Phone: _____

Email: _____

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

(typed or printed name of organization)

By: _____

(individual's signature)

Date: _____

(date signed)

Name: _____

(typed or printed)

Title: _____

(typed or printed)

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

Attest: _____

(individual's signature)

Title: _____

(typed or printed)

Address for giving notices:

Designated Representative:

Name: _____

(typed or printed)

Title: _____

(typed or printed)

Address:

Phone: _____

Email: _____

License No.: _____

(where applicable)

State: _____

JUVENILE JUSTICE SERVICES OF FREMONT COUNTY AGREEMENT

THIS AGREEMENT (the “Agreement”) is made and entered into this day ____ of _____, 2024 (hereinafter referred to as the “Effective Date”); by and between the Fremont County JUVENILE JUSTICE SERVICES OF FREMONT COUNTY, (hereinafter collectively referred to as “JUVENILE JUSTICE SERVICES OF FREMONT COUNTY”); and CITY OF LANDER, a Wyoming municipal corporation, of 240 Lincoln Street, Lander, Wyoming 82520, (hereinafter referred to as “CITY”).

RECITALS

WHEREAS, CITY needs additional information on juvenile offenders to determine the best course of action when juveniles are cited for criminal violations; and,

WHEREAS, CITY needs supervisors for juveniles ordered to probation and prosecutorial probation; and,

WHEREAS, the Single Point of Entry process may require juvenile offenders to attend and participate in various intervention and educational programs; and,

WHEREAS, JUVENILE JUSTICE SERVICES OF FREMONT COUNTY have the facilities and staff to obtain information and report on juvenile offenders, to supervise juveniles placed on probation, and has instituted appropriate programs for juvenile offenders; and,

WHEREAS, CITY and JUVENILE JUSTICE SERVICES OF FREMONT COUNTY acknowledge that the service being provided by JUVENILE JUSTICE SERVICES OF FREMONT COUNTY pursuant to this agreement is a public benefit, the parties also acknowledge that it is the goal of both parties that JUVENILE JUSTICE SERVICES OF FREMONT COUNTY continues working to obtain funding from other sources other than the City to provide the facilities and staff to obtain information and report on juvenile offenders, to supervise juveniles placed on probation, and continue its programs for juvenile offenders because the CITY due to present funding set forth in the Wyoming Statutes must rely on the legislature for its funding. CITY may not be able to purchase services at the level described herein and therefore, cannot make any commitment to provide future funding for the services described in this agreement except as specifically set forth herein.

TERMS AND CONDITIONS

NOW THEREFORE, in consideration of the above recitals and the mutual benefits contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged by both parties, and the Parties hereby agree as follows:

- 1) **SERVICES**. JUVENILE JUSTICE SERVICES OF FREMONT COUNTY shall interview each juvenile offender cited with violating a provision of the Lander Municipal Code who contacts JUVENILE JUSTICE SERVICES OF FREMONT COUNTY prior to arraignment.
 - a) An intake interview will, at a minimum, consist of the following:
 - i) Interview the juvenile offender separate from any accompanying family or friends, *excepting parent(s) or guardian(s)*;
 - ii) Interview the accompanying parent, guardian, family member, or friend(s), as may be appropriate, separate from the juvenile; and
 - iii) Meet with the juvenile, together with parent(s) or guardians(s) to discuss the criminal process, deferred prosecution and other pertinent information.
 - iv) JUVENILE JUSTICE SERVICES OF FREMONT COUNTY shall provide a report on each juvenile to the City Prosecutor at least three (3) days prior to the juvenile's arraignment date. The report will include, but is not limited to:
 - (1) Information provided by the juvenile;
 - (2) Information provided by the juvenile's parent(s) or guardian(s);
 - (3) Information obtained from collateral sources confirming or contradicting juvenile's parents' or guardians' information;
 - (4) Information from school teachers, principal, and/or counselor(s) as appropriate;
 - (5) Information from any source with whom the juvenile has significant contact, as appropriate and relevant;
 - (6) Information regarding prior and pending violations of law; and,
 - v) JUVENILE JUSTICE SERVICES OF FREMONT COUNTY's recommendation for the juvenile.
 - (1) If a juvenile is sentenced and upon request from the Court, JUVENILE JUSTICE SERVICES OF FREMONT COUNTY will perform a pre-sentence investigation, prepare a report that includes, but is not limited to, the terms listed in paragraph 3(a) above; and submit the report, verbally, to the court at the juvenile's sentencing.

(2) JUVENILE JUSTICE SERVICES OF FREMONT COUNTY shall provide supervision for juvenile offenders, order by the Court and/or City Prosecutor to probation and deferred prosecution. Supervision shall include, but is not limited to:

- (i) Periodic meetings with each juvenile as determined by JUVENILE JUSTICE SERVICES OF FREMONT COUNTY;
- (ii) Track the juvenile's completion and compliance of specific probation or pre-court diversion terms;
- (iii) Administer drug and alcohol screen as required; and
- (iv) Provide written notification to the Prosecutor when substantive violations or concerns occur which would impact the current fulfillment of the deferred prosecution agreement.

vi). JUVENILE JUSTICE SERVICES OF FREMONT COUNTY shall administer appropriate programs for juvenile offenders. These programs shall include, but are not limited to: Work Alternatives Program (community service); Moral Reconciliation Therapy Group for juvenile offenders, consisting of a minimum of twelve (12) weeks to complete group (MRT) requirements, and, Drug and alcohol screening in cooperation with the Wyoming State Chemical Testing Lab.

vi) JUVENILE JUSTICE SERVICES OF FREMONT COUNTY agrees to perform such other duties as reasonably requested by the Prosecutor and shall perform such duties as ordered by the Court.

- 2) **CONSIDERATION.** In consideration for the above services, CITY shall pay JUVENILE JUSTICE SERVICES OF FREMONT COUNTY \$_____. JUVENILE JUSTICE SERVICES OF FREMONT COUNTY shall submit a quarterly report, accompanied by supporting documentation to verify expenditures, within two weeks of the end of the quarter.
- 3) **TERM.** The term of this Agreement shall be from July 1, 2024, through June 30, 2025, unless sooner terminated pursuant to the terms of this Agreement.
- 4) **REPORTING.**

- a) JUVENILE JUSTICE SERVICES OF FREMONT COUNTY agrees to provide CITY with written quarterly financial reports, including but not limited to: balance sheet and income statement. Upon reasonable notice, CITY or its authorized representative may from time to time inspect, audit and make copies of PROVIDER'S books and records that relate to this Agreement.
 - b) JUVENILE JUSTICE SERVICES OF FREMONT COUNTY agrees to provide annual reports indicating the number of intake interviews performed, the number of Probationers currently supervised; the number of pre-sentence investigations requested and completed; and the status of all cases initiated or administered by the Lander Police Department, Prosecutor and the Court. The annual report shall include such other information reasonably requested by CITY.
- 5) **TERMINATION.** This Agreement may be terminated by either party for any reason or no reason at all, upon thirty (30) days written notice of intent to terminate delivered by the terminating party to the other party at the non-terminating party's usual place of business. In the event of termination by CITY, CITY agrees to make payment to JUVENILE JUSTICE SERVICES OF FREMONT COUNTY a prorated amount for the current quarter through the termination date if payment is in arrears unless termination is due to the unavailability of funds as described in Section 6, below.

- 6) **AVAILABILITY OF FUNDS.** CITY'S obligation to pay JUVENILE JUSTICE SERVICES OF FREMONT COUNTY for services rendered pursuant to this agreement is conditional upon the availability of funds, which are allocated to pay JUVENILE JUSTICE SERVICES OF FREMONT COUNTY hereunder. If, in the sole discretion of the CITY, funds are not available for CITY to pay JUVENILE JUSTICE SERVICES OF FREMONT COUNTY for the performance of the services, CITY may terminate this agreement at any time in its discretion without further liability or obligation. CITY shall notify JUVENILE JUSTICE SERVICES OF FREMONT COUNTY at the earliest possible time if this agreement will or may be affected by a shortage or unavailability of funds. No liability shall accrue to CITY in the event termination of this agreement occurs. CITY shall not be obligated or liable for any future payments due or promised hereunder or for any damages to JUVENILE JUSTICE SERVICES OF FREMONT COUNTY or any other person or entity as a result of termination under this section.
- 7) **CONFORMANCE WITH LAWS.** JUVENILE JUSTICE SERVICES OF FREMONT COUNTY agrees to comply with all municipal, state, and federal ordinances, laws, rules and regulations, and not to engage in any practice which may have the effect of discrimination against any entity on the basis of disability, age, sex, race, sexual orientation, creed, color, national origin, or ancestry.
- 8) **INDEMNITY.** JUVENILE JUSTICE SERVICES OF FREMONT COUNTY shall indemnify, defend and hold harmless CITY from and against any and all claims of any nature whatsoever arising from connection with the performance of any duties by JUVENILE JUSTICE SERVICES OF FREMONT COUNTY related in any way to this Agreement.
- 9) **MODIFICATION.** No modification of the terms of this Agreement shall be effective unless such modification is in writing and signed and dated by the parties.
- 10) **ASSIGNMENT.** This Agreement is not assignable without prior written consent of the parties.

- 11) **GOVERNMENTAL IMMUNITY.** Nothing contained in this Agreement is intended, nor shall be construed to extend the exceptions to governmental immunity provided by law, nor to alter in any way the requirements under the Wyoming Governmental Claims Act, nor to increase the liability of the CITY to any amount or situation wherein liability would not lie, or would be limited, in the absence of this Agreement.
- 12) **CHOICE OF LAW.** The laws of the State of Wyoming govern this agreement.
- 13) **PARAGRAPH HEADINGS.** The paragraph headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.
- 14) **ENTIRE AGREEMENT.** This seven (7) page document constitutes the entire agreement of the parties, superseding all previous agreements between CITY and JUVENILE JUSTICE SERVICES OF FREMONT COUNTY.
- 15) **RELATIONSHIP OF PARTIES.** It is specifically understood and agreed that the relationship of the parties is that of independent contractors and that the officers, employees, and agents of one party are not acting as the officers, employees, or agents of the other. Neither party shall make any representation of being the officer, agent, or employee of the other.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the Effective Date.

THE BOARD OF COMMISSIONERS OF
FREMONT COUNTY:

By: CHAIRMAN Date

ATTEST:

Julie Freese, County Clerk Date

City of Lander:

By: Monte Richardson, Mayor Date

ATTEST:

Rachelle Fontaine, City Clerk Date

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. Wood & 6 th ST	074011	LED	50
2.			
3.			
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 \$2,872.00.

Special Provisions: None

City of Lander

Rocky Mountain Power

Signature

Signature

Date

Date



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

January 7, 2025

City of Lander
Lance Hopkin
125 Buena Vista Dr
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 Baldwin Creek, 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 7332212 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. 325 Baldwin Creek/High School	127002	LED	50
2. 425 Baldwin Creek/High School	136908	LED	50
3. 445 Baldwin Creek/High School	136900	LED	50
4. 663 Baldwin Creek/High School	135901	LED	50
5. Baldwin Creek/110 Baldwin Dr	134900	LED	50
6. Baldwin Creek/110 Dupont	133904	LED	50
7. 867 Baldwin Creek/ Dupont	133901	LED	50

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 \$10,958.00.

Special Provisions: None

City of Lander

Rocky Mountain Power

Signature

Signature

Date

Date

Exhibit A

Location	Pole #	Light Type	Watts
1. Baldwin Creek/105 Indian Loop	133903	LED	50
2.			
3.			
4.			
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Estimating Department
1315 E Park Ave
Riverton, WY 82501
307-857-5114

December 18, 2024

City of Lander
Lance Hopkin
125 Buena Vista Dr
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 Gannett Peak, 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 7332211 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. Gannett Peak School/ Illinois	183301	LED	50
2. Gannett Peak School/ Illinois	183308	LED	50
3. Gannett Peak School/ Illinois	183309	LED	50
4. Gannett Peak School/ Illinois	182303	LED	50
5. Gannett Peak S/Canyon/Popo Agie	182403	LED	50
6. Gannett Peak S/Canyon/Popo Agie	182400	LED	50
7. Gannett Peak S/Canyon/Popo Agie	182402	LED	50

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 \$12,712.00.

Special Provisions: None

City of Lander

Rocky Mountain Power

Signature

Signature

Date

Date

EXTENSION AND OF HANGAR LEASE AGREEMENT

THIS EXTENSION OF HANGAR LEASE AGREEMENT, is made and entered into this ____ day of _____, 2025 by and between the CITY OF LANDER, a Municipal Corporation, of 240 Lincoln Street, Lander, Wyoming, herein referred to as “Lessor”; and the JOE KENNEY (“Kenney”), of 620 East Brodie Street, Lander, Wyoming, herein referred to as “Lessee”. City and Kenney shall collectively be known herein as the “Parties.”

RECITALS

WHEREAS, Lessor and Lessee are the parties to a City Hangar Lease Agreement (“Lease”) dated the 11th day of August, 2020, by which Lessor leased to the Lessee the premises commonly known as the City Hangar, and the land upon which it is located, which is identified as 301 Hunt Field Airport; and,

WHEREAS, a copy of the Lease is attached hereto as Exhibit “A”, and made a part hereof, and

WHEREAS, the Parties desire to extend the term of the Lease for an additional one year, pursuant to the same terms and conditions of the original agreements.

TERMS AND CONDITIONS

IN CONSIDERATION of the mutual covenants contained herein, the parties agree as follows:

1. The above recitals and copies of the Lease (Exhibit “A”) is incorporated herein and by this reference made a part hereof.
2. The execution of this agreement shall constitute a renewal of the basic Lease between the parties hereto in that it shall extend the termination date to December 31, 2025. It is also expressly understood and agreed to by and between the parties hereto that nothing herein contained shall operate to discharge or release Lessee from the liabilities to promptly perform each of the terms and conditions contained in the original Lease and License, which are attached hereto and made a part hereof.
3. This Extension of Lease, in conjunction with the basic Lease (Exhibits “A”), sets forth the entire agreement between the parties. The original Lease as extended and this Extension of Lease shall not be altered or modified hereafter, except by a written memorandum signed by the parties.
4. This agreement shall be attached to the basic Lease, Exhibit “A” attached hereto, and shall become a part thereof as if originally included therein.

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURES

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.

IN WITNESS WHEREOF, the parties have executed this lease this ____day of _____, 2025.

THE CITY OF LANDER
A municipal corporation,
Lessor

BY: _____
MAYOR

ATTEST:

CITY CLERK

LESSEE:

BY:

JOE KENNEY

STATE OF WYOMING)
) SS:
COUNTY OF FREMONT)

NOTARY

I hereby certify that, on this ____ day of _____, 2025, _____, Mayor, personally appeared before me and executed the foregoing document under oath.

Witness my hand and official seal:

NOTARY PUBLIC

My Commission expires:

STATE OF WYOMING)
) SS:
COUNTY OF FREMONT)

NOTARY

I hereby certify that, on this ____ day of _____, 2025,
_____, City Clerk, personally appeared before me and executed the
foregoing document under oath.

Witness my hand and official seal:

NOTARY PUBLIC

My Commission expires:

STATE OF WYOMING)
) SS:
COUNTY OF FREMONT)

NOTARY

I hereby certify that, on this ____ day of _____, 2025, JOE
KENNEY personally appeared before me and executed the foregoing document under oath.

Witness my hand and official seal:

NOTARY PUBLIC

My Commission expires:

AMENDED LCCC GROUNDSKEEPING INDEPENDENT CONTRACTOR AGREEMENT

THIS AMENDED AGREEMENT is made and entered into this 1st day of March 2025, by and between the CITY OF LANDER, a municipal corporation, of 240 Lincoln Street, Lander, Wyoming 82520, hereinafter referred to as “City”, and Frontier Property Maintenance and Cleaning LLC, whose address is 601 Meadowlark Lane, Lander, Wyoming 82520, Organizer Austin Louis Shields, hereinafter referred to as “Independent Contractor”.

RECITALS

WHEREAS, the City owns and operates the Lander Community and Convention Center (hereinafter “LCCC”), located at 950 Buena Vista Drive, Lander, Wyoming; and,

WHEREAS, the City desires to hire the Contractor, as an independent contractor, to maintain and care for the LCCC at such times and in such a manner as is required for the upkeep of the facility; and,

WHEREAS, the Contractor agrees to perform the services required for the maintenance and care for the LCCC upon 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 management, supervision, labor, supplies, materials, equipment and tools required to effectively, efficiently, and satisfactorily perform general grounds maintenance at LCCC. The work shall comply with codes and standards applicable to each type of work and as listed herein.
3. **LOCATION OF WORK.** The Lander Community & Convention Center (“LCCC”), 950 Buena Vista Drive, Lander Wyoming. *The LCCC grounds contain 2.75 acres including parking lots, sidewalk, firepit, grass and planted areas.*
4. **COMPENSATION.** In consideration of the Contractor providing the above-described duties, the City agrees to pay to the Contractor the sum of \$925.00 per month, payable to Contractor at the beginning of each month of employment.
5. **RELATIONSHIP BETWEEN PARTIES.** Contractor is performing services and duties under this Agreement as an independent contractor and not as employee, agent, partner, or joint venture with the City and nothing herein shall be construed to be inconsistent with this relationship or status. The Contractor is not entitled to any benefits provided by the City to its employees, including but not limited to, retirement benefits, pension plans, health insurance, vacation time, sick leave time, workers’ compensation or unemployment insurance. The Contractor shall pay all of their own taxes on compensation paid to the Contractor pursuant to this Agreement.
6. **LIABILITY.** The work to be performed under this Agreement will be performed entirely at Contractor’s risk. Contractor agrees to indemnify the City for any and all liability or loss arising in any way out of the performance of this Agreement by Contractor.
7. **INSURANCE.** Contractor shall at all times during the term of this Agreement, maintain liability insurance with an insurance company licensed to do business in

the State of Wyoming and having Best rating “A” with a combined single limit of One Million Dollars and No/100 Dollars (\$1,000,000.00), with an aggregate limit amount of Two Million Dollars and No/100 (\$2,000,000.00) and will from time to time at the City’s reasonable request, provide the City with evidence thereof. Lessor shall be listed as a named insured on any such policy.

8. ASSIGNMENT. Any assignment of this Agreement by Contractor without the written consent of the City shall be void.
9. DURATION. This Agreement shall commence on February 1, 2025. This Agreement shall continue in full force and effect until the 31st day of January 2027. During this Agreement either one of the parties may give thirty (30) days written notice to the other party that the party is terminating the Agreement. Either party has the right to terminate this Agreement at any time without cause upon giving the other party Thirty (30) days written notice of said termination after the initial term.
10. WORK SCHEDULE REQUIREMENTS. See paragraph 24. There will be a post event inspection at the conclusion of any event. The City shall be notified in writing of any damage including any plantings, grass, firepit, etc. by noon that day or by noon Monday if the event falls over the weekend.
11. SCHEDULING OF OPERATIONS. The Contractor shall schedule all groundskeeping operations at their own discretion so as not to interfere with the scheduled bookings. Contractor shall maintain with the City a complete and detailed Quality Control Plan, which shall include but not be limited to the following: Self-inspections, a 12-month schedule of all services showing, by date, when those services will be performed, and how many employees shall be working at the facility at a time.
12. CONTRACTOR FURNISHED EQUIPMENT AND SUPPLIES. The Contractor shall be required to furnish any and all labor, supplies, tools, and equipment to complete the work described in this contract.
13. HAZARDOUS MATERIALS. Safety Data Sheets (SDS) shall be posted by any stored groundskeeping supplies and notification shall be posted in the event of pesticide applications. Contractor shall be familiar with the chemicals used to perform the services and shall notify the City of any incidents or safety hazards involving chemicals and solutions listed in the SDS.
14. STORAGE AREAS AND JANITORIAL CLOSETS. The Contractor shall share existing storage areas and janitor closets with building occupants. All Contractor stored materials, supplies, and equipment shall be conspicuously identified with the Contractor’s markings to indicate ownership and shall be stored in containers appropriate for the substance being stored. Storage of supplies shall conform to applicable OSHA regulations. Incompatible supplies shall not be stored together. The City will not be responsible in any way for damage or theft of Contractor stored supplies and equipment, or the Contractor’s employees’ belongings brought into the buildings.
15. PERSONNEL. The Contractor shall employ a minimum number of employees required for safety while on duty coverage, and required to complete the workload of this contract. A list of employee names shall be provided to the City. At any time there is a change in employment, the Contractor shall update the employee list and submit it to the City in writing. All individuals listed will be subject to a background check.
16. CONTRACTOR LIAISON. In addition to the daily communication required to perform the duties, the Contractor or a designated representative shall contact the City Representative (Assistant Public Works Director or designee) at a minimum of once a month to discuss the conduct of the work and alleviate any misunderstandings that may arise during the performance of the work, and be

available to take immediate action to have deficiencies corrected, if required, that may be called to their attention.

17. SUPERVISION. The Contractor is required to have a responsible Project Supervisor. The Supervisor can be the Contractor or their designees. The Supervisor shall be on duty during any and all operations under this Agreement. The Project Supervisor will be responsible for the work of this Agreement. The Contractor shall give the City the name and telephone number of the Project Supervisor, and provide the City with updated names and contact information for any and all Supervisors as they are changed or modified.
18. SAFETY. The Contractor shall use all necessary precautions for the control and safety of their personnel who are present at the LCCC or working as Employees of the Contractor. The Contractor shall follow all OSHA rules and regulations.
19. PROTECTION AND DAMAGE. The Contractor shall, without additional expense to the City, be responsible for all damage to persons and property that occurs as a result of their negligence in connection with the performance of any work performed pursuant to this Agreement. Breakage or loss of equipment or other property as a result of the Contractor's operations shall be repaired or replaced by the Contractor at their expense, normal wear and tear excepted.
20. MISCELLANEOUS REPORTING. Any fixture, item, equipment, or other related item located at the LCCC, including Government Furnished Equipment, that is broken, damaged, or in need of repair shall be reported in writing to the City.
21. LOST AND FOUND. The Contractor shall turn any and all articles, property, etc. that is left or abandoned at the LCCC to the City.
22. TERMS OF WORK.
 - A. Conduct of Work: All persons employed by the Contractor shall either be experienced in this type of work or shall work with an experienced person. Conduct of work shall indicate deliberate effort to produce quality results. Excellent customer service for our facility renters is required. Hasty or careless work is not acceptable. Three written notices of failure to perform within six months shall be considered evidence of noncompliance with the contract and shall be grounds for termination of the contract.
 - B. City Evaluation Process:
 - i. Number of Inspections: During the first two months of this agreement, the City will complete weekly inspections. Thereafter, in the event the Contractor has no un-satisfactory performances on the quality assurance plan (**Attachment A**), there will be two inspections per month. The minimum level of inspections (one inspection per month) may be used if the quality of work is satisfactory for two consecutive months.
 - ii. Sampling Procedures: All work completed by the Contractor shall be visually inspected to insure compliance with the quality standards.
 - iii. Evaluation Procedures: The Facility will be inspected and a Quality Assurance Plan Worksheet will be completed for each inspection at the time of the inspection and returned to the City and the Contractor for review.
23. TRASH REMOVAL: The grounds shall be free of obvious garbage.
24. GROUND MAINTENANCE REQUIREMENTS: The Contractor shall report any needed maintenance and minor repair, outside of their scope of work for the facility to the City Representative (Assistant Public Works Director or delegate) in writing.

- A. Lawn Maintenance: All grass areas including the main lawn next to the building and the areas between the street and parking lots will be mowed on a weekly basis, during the Months of May through September. Normally not aerated unless turf quality indicates a need or in anticipation of application of fertilizer. Reseeding or sodding only when major bare spots appear. Weed control measures normally applied when 0 percent of small areas- or 15 percent of the general turf-is infested with weeds.
- B. Pruning: Quarterly all shrubs and trees will be pruned and trimmed to maintain the natural growth habit, to eliminate diseased or damaged growth, and to maintain visual appeal. Suckers and small branches will be removed from trees quarterly or as needed. At the discretion of the City after consulting with Contractor, the City may employ a certified arborist to implement a more thorough maintenance program as the trees mature; the Contractor shall comply with said maintenance program. Contractor will report any serious disease and/or pest problems related to trees to the City of Lander for further treatment.
- C. Disease, Pest & Weed Control: All plants will be observed for disease and/or pests, and treated accordingly. All landscaped areas will be kept free of weeds and either removed manually or treated with an appropriate herbicide, monthly. If a plant needs to be replaced then the Contractor shall notify the City in writing.
- D. Leaf and Debris Removal: The Contractor shall remove all the leaves in the fall from all grass areas.
- E. Other Maintenance: The Contractor shall routinely inspect all plants and lawn for proper watering. If a problem is detected with the irrigation system, the Contractor shall contact the City. Contractor is not responsible for the death of plants due to malfunction of the irrigation system.

The following Ground Maintenance program will be performed once a week and as needed throughout the **Fall seasons:**

- A. Perennial flowers and grasses: Plants will be trimmed back to the ground at the end of the growing season. Flower beds shall be kept free of all trash and debris. In addition, occasional plant loss is common in our climate, and the Contractor shall report any concerns about such loss to the City. Contractor shall fulfill any other duties necessary to keep the grounds of the facility in a neat and orderly state.

The following Ground Maintenance program will be performed once a week and as needed throughout the **winter season:**

- A. Snow Removal: All sidewalk areas surrounding the facility will be cleared of snow once 2 inches accumulates or if the facility is rented. If the facility is not rented during a storm, snow can be removed after the storm has passed. The Contractor shall not allow ice to build up on the sidewalks. If ice begins to form the Contractor shall spread ice melt on the walkways. If ice becomes a safety concern, the Contractor shall contact the City for assistance on removal.

- 25. TERMS TO BE EXCLUSIVE. The entire Agreement between the parties with respect to the subject matter hereunder is contained in this Agreement. Except as herein expressly provided to the contrary, the provisions of this Agreement are for the benefit of the parties solely and not for the benefit of any other person, persons or legal entities.
- 26. WAIVER OR MODIFICATION INEFFECTIVE UNLESS IN WRITING. No waiver, alteration or modification of any of the provisions of this Agreement shall

be binding unless in writing and signed by a duly authorized representative of both parties to this Agreement.

27. GOVERNING LAW. This Agreement shall be governed by the laws of the State of Wyoming.

[SIGNATURES ON FOLLOWING PAGE]

DRAFT

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this ____ day of _____, 2025.

THE CITY OF LANDER,
a municipal corporation:

BY: _____
CITY COUNCIL OFFICIAL,
Lander City Council

ATTEST:

RACHELLE FONTAINE, City Clerk

CONTRACTOR NAME:

BY: _____
AUSTIN LOUIS SHIELDS, ORGANIZER
FRONTIER PROPERTY MAINTENANCE
AND CLEANING LLC,

DRAFT

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 11, Item L.

THIS HANGAR SPACE LAND LEASE AGREEMENT is made and entered into this 11th day of February 2025, by and between the CITY OF LANDER, a Wyoming municipal corporation, 240 Lincoln Street, Lander, Wyoming 82520, hereinafter referred to as “Lessor”, and William Hovendick, whose address is 568 Eugene St, 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. 508, 42 feet by 48 feet consisting of approximately 2016 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 11th day of February, 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 \$354.20 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 11, Item L.

square foot (see Paragraph 2 above for the total square feet). If this Lease begins after January 1st, then the first year shall be prorated on a daily basis. The rental fee, after the first year, shall be increased by 3.5% annually or adjusted yearly in an amount according to the State of Wyoming Department of Administration and Information, Economic Analysis Division Table III Annual Inflation Rates by Region Cost of Living Index based on the fourth quarter of the preceding year, whichever is greater. Lessor shall in writing notify Lessee by December 15th of the increase in rent starting in the following January. The increase shall take effect on January 1 of each year. A delinquency charge of 1.5% per month of the current rental fee shall be added to any rental fee that is more than thirty (30) days delinquent. After the lease term of fifteen (15) years and any renewals, the rental fee may be increased, renegotiated or changed, and new methods of calculation may be used.

6. AIRCRAFT OWNERSHIP. Lessee hereby covenants and agrees that Lessee is the owner of the following aircraft(s) to be housed in the hangar at Space No. 508

Plane Number: N5022W
Manufacturer: Piper
Year/Make/Model: 1961 Cherokee PA-28 160
Registered Owner(s): William Hovendick
Address of Lessee: 568 Eugene St, Lander WY
Business Phone of Lessee:
Cell Phone of Lessee: 307-349-5313
Email of Lessee: wyomingmayhem@gmail.com

Lessee shall notify Lessor in writing of any changes in aircraft(s) ownership or other information listed above within twenty (20) days of the change.

7. ACCESS CODES. Airport access codes are not to be given out to the general public by either party.
8. CONDITION OF PREMISES. Lessee covenants with the Lessor that Lessee has received the premises in good order and condition and at the expiration of the Lease, Lessee will yield up the premises to the Lessor, its successors or assigns, in as good order and condition as when the premises were entered upon by Lessee, ordinary wear excepted. Lessee also agrees to keep the premises in good repair and a neat and sanitary condition at all times during the term of the Lease at Lessee's own expense.
9. PERMITTED USES OF PREMISES. The use of the leased premises shall primarily be for aviation purposes. The Lessee shall have the right to occupy and use the premises for the purpose of an airplane hangar, and the storage of airworthy aircraft, or an aircraft that may be made airworthy in a reasonable amount of time as determined by the Airport Board, and necessary aircraft parts, paraphernalia, and accessories.

Routine owner aircraft maintenance and care are allowed.

Temporarily, a vehicle may be parked in a hangar while the aircraft is away from the airport, but the vehicle must be removed upon return of the aircraft.

Lessee's guests, agents or employees of Lessee are not permitted to park their motor vehicles in or around the outside of the hangar or on the leased premises or on other airport property, except when the aircraft is being used, maintained, or repaired.

Lessee is entitled to store an ATV in the hangar for use in the movement of the aircraft and snow removal.

Lessee shall not cause, maintain or permit any storage of vehicles, equipment or other personal items of Lessee on or about the leased premises, except entirely within Lessee's hangar.

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 11, Item L.

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 11, Item L.

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 11, Item L.

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: William Hovendick

Address: 568 Eugene St, Lander, WY 82520

Email: wyomingmayhem@gmail.com Phone: 307-349-5313

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 11, Item L.

- 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
HANGAR SPACE LAND LEASE AGREEMENT

Section 11, Item L.

- 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 11, Item L.

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

Section 11, Item L.

- (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 11, Item L.

LESSOR:

LESSEE(S):

THE CITY OF LANDER

William Hovendick

BY:

Mayor Monte Richardson

Signature

ATTEST:

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: _____



First American Title Company

Electronically Recorded Document

File # 4216000

The attached document was recorded on your behalf by First American Title Company via our electronic recording process.

Thank you for allowing First American Title Company to record your documents.

Recorded Date/Time:	11/14/2024 3:08:00 PM
Instrument Number:	2024-1460063
Book:	
Page:	
No Of Pages:	2
County/State:	Fremont/WY
Borrower/Buyer :	William Parker Hovendick
Document Type:	Bill of Sale
Document Seq:	1

Do not detach. This page is now a permanent part of this document.

BILL OF SALE

In reference to the Agreement of Sale between, William Parker Hovendick, the purchaser, and Pamela Frederick, the Seller, Dated November 14, 2024, for the Airplane Hangar at 508 Hunt Field Airport, Lander, WY 82520.

The undersigned Purchaser and Seller hereby agree for and in consideration of the sum of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, that the Seller conveys, grants and SELLS the following personal property to Purchase:

HANGAR #508 - LANDER AIRPORT

Seller conveys the above listed Personal property free and clear of any outstanding lien, security interest or encumbrance.

The Bill of Sale shall bind and inure to the benefit of the Purchaser and Seller.

SELLER Pamela Frederick, DATED 11/12/2024
Pamela Frederick

STATE OF Colorado

COUNTY OF Jefferson

This instrument was acknowledged before me on November 12th, 2024, by

Pamela Frederick
Mark D. Hott 04/09/2027

Notary Public My Commission Expires

MARK D. HOTT
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19974006067
MY COMMISSION EXPIRES APRIL 9, 2027

Notarized remotely using audio-video communication technology via Proof.

BUYER

William Parker Hovendick

WILLIAM PARKER HOVENDICK

This instrument was acknowledged before me on November 14, 2024, by
William Parker Hovendick

Notary Public

Allyson Ulrich

My Commission Expires

10-26-2030

ALLYSON ULRICH
NOTARY PUBLIC
STATE OF WYOMING
COMMISSION ID NUMBER 143090
MY COMMISSION EXPIRES OCTOBER 26, 2030

Insured Location(s)

Location Number	Location	Location Use	Acreage	Primary
1	568 Eugene St, Lander, WY 82520-2122	N/A	N/A	X
2	8569 State Highway 789, Lander, WY 82520-9474	Farm Use - Insured Occupied	100	
3	508 Hunt Field, Lander, WY 82520	N/A	N/A	

Farm Type

Farm Type	Percentage of Farm Income
Other Field Crops	100%

Liability Coverages

Coverage	Limit of Liability
Coverage H – Bodily Injury and Property Damage Liability	\$300,000 per "Occurrence" \$600,000 Aggregate
Coverage J – Medical Payments	\$5,000 Per Person \$25,000 Per "Occurrence"
Coverage M – Chemical Drift Liability	\$25,000 Aggregate
Liability Premium	\$118.00

Property Coverages – If no limit of liability is shown for a coverage, that coverage does not apply to the item.

Item 1. Main Home @ Location 1.1

	Coverage A – Your Dwelling	Coverage B – Other Structures	Coverage C – Personal Property	Coverage D – Loss of Use	Premium
Limit of Liability	\$337,819.00	\$33,782.00	\$253,365.00	\$67,564.00; 12 Months	\$865.40
Deductible	Flat Deductible = \$1,000	Flat Deductible = \$1,000	Flat Deductible = \$1,000	None	
Loss Settlement	100%	100%	100%	Actual Loss Incurred	
	Replacement Cost	Replacement Cost	Replacement Cost		
Peril	Special Perils	Special Perils	Broad Perils	Special	
Ordinance or Law	\$33,782.00	\$3,378.20	Not Applicable	Not Applicable	

Applicable Endorsements to Item 1

PRP.054	Service Line Coverage Deductible: \$1,000
PRP.101	Residence Glass
PRP.104	Backup of Sewer or Drain Limit: \$10,000
PRP.105	Extended Replacement Cost Additional Percentage: 25%
PRP.301	Replacement Cost - Personal Property

Change Effective: 11/12/24
Printed: 11/12/24

Ag Advantage – Schedule of Coverage
Hovendick, Billy

Policy Term: 08/09/24-08/09/25

Applicable Discount(s) to Item 1
Claims Free Discount
Home Updates Discount

Property Coverages – If no limit of liability is shown for a coverage, that coverage does not apply to the item.

Item 2. Hanger @ Location 3.1

	Coverage E – Buildings and Structures Other Than Dwellings	Premium
Limit of Liability	\$90,252.00	\$252.50
Deductible	Flat Deductible and Wind / Hail 1% Wind / Hail All Other Peril = \$2,500	
Loss Settlement	100% Replacement Cost	
Peril	Special Perils	
Ordinance or Law	\$9,026.00	

Applicable Endorsements to Item 2

PRP.049 Windstorm or Hail Percentage Deductible
PRP.501 Replacement Cost - Coverage E

Applicable Discount(s) to Item 2
Claims Free Discount
Home Updates Discount

Applicable Endorsement(s) to Policy

FL.038	Custom Farming Liability Coverage	\$286.40
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Applicable Discount(s)

RPM Discount
Multi-Line Discount

Total "Premium" (This is not a bill)\$1,522.30*
The premium shown above does not reflect the premium owed for modified / removed coverage(s).

SAMPLE

GRANT MRG-####

MINERAL ROYALTY GRANT AGREEMENT BETWEEN
STATE OF WYOMING, OFFICE OF STATE LANDS AND INVESTMENTS
AND
CITY OF LANDER

1. **Parties.** The parties to this Grant Agreement (Agreement) are the State of Wyoming, Office of State Lands and Investments (OSLI), whose address is: 122 West 25th Street, Cheyenne, Wyoming, 82001, and the grant recipient, City of Lander (Grantee), whose address is: 240 Lincoln St, Lander, WY 82520.
2. **Purpose of Agreement.** The purpose of this Agreement is to set forth the terms and conditions by which OSLI shall provide grant funds approved by the State Loan and Investment Board (SLIB) to the Grantee under Chapter 3, Federal Mineral Royalty Capital Construction Account Grants (Rules), to be used for the Replacement Vac Truck (PROJECT).
3. **Term of Agreement.** This Agreement is effective when all parties have executed it (Effective Date). The term of the Agreement is from the Effective Date through the completion or termination of the PROJECT and disbursement, consistent with Chapter 3 § 9(c) of the State Loan and Investments Board's Rules. All services shall be completed during this term.
4. **Payment.**
 - A. OSLI agrees to pay the Grantee for the PROJECT described herein. Total payment under this Agreement shall not exceed four hundred thousand dollars (\$300,000). Payment shall be made in accordance with Attachment A, Special Conditions, which is attached to and incorporated into this Agreement by this reference, and within forty-five (45) days after submission of invoice pursuant to Wyo. Stat. § 16-6-602. Grantee shall submit invoices in sufficient detail to ensure that payments may be made in conformance with this Agreement.
 - B. No payment shall be made for work performed before the Effective Date of this Agreement. Should the Grantee fail to perform in a manner consistent with the terms and conditions set forth in this Agreement, payment under this Agreement may be withheld until such time as the Grantee performs its duties and responsibilities to the satisfaction of OSLI.
 - C. Except as otherwise provided in this Agreement, the Grantee shall pay all costs and expenses, including travel, incurred by Grantee or on its behalf in connection with Grantee's performance and compliance with all of Grantee's obligations under this Agreement.
5. **Responsibilities of Grantee.** The Grantee agrees:

- A. Grantee shall comply with the special conditions set forth in Attachment A.
- B. The granted funds shall be spent only for the described purpose or project in the submitted application, which is attached to and incorporated into this Agreement as Attachment B, Application. The granted funds shall not be spent for any other purpose or project.
- C. Requests for disbursements of funds shall be supported by adequate proof submitted by the Grantee showing that such obligations have been incurred for the purpose for which the grant was made, and are then due and owing.
- D. The Grantee will establish and maintain sufficient internal controls to ensure that grant funds are spent in accordance with this Agreement, SLIB rules, and all other state and federal laws.
- E. If any of the granted funds are not utilized for the above-described project or purpose, the Grantee shall repay such funds immediately to the SLIB. The Grantee further agrees to provide OSLI, upon request, a full and complete accounting as to the use and distribution of the granted funds; said accounting to be done in accordance with generally accepted accounting principles and shall be provided to the SLIB within a reasonable time.
- F. OSLI, or another approved designee of the SLIB, may perform an audit or examination of the books and records of the grant at any time and without notice, and that the SLIB or its designee may at any time without notice perform on-site visits and inspections of the project being funded.
- G. The Grantee shall comply with all applicable state and federal laws, rules, and regulations, including compliance with the provisions of Wyo. Stat. § 16-6-1001, if receiving funding from the Mineral Royalty Grant Program.

6. **Responsibilities of OSLI.** OSLI agrees:

- A. To furnish granted funds only as needed to discharge obligations incurred by the Grantee for its approved project, provided that the obligations incurred are eligible for funding under SLIB Chapter 3 rules, under this Agreement and other state law, and provided further that the Grantee is in compliance with this Agreement, SLIB rules, and all other state and federal laws.

7. **Special Provisions.**

- A. To request reimbursement for eligible expenditures, the Grantee must complete and submit Grant Draft Request (GDR) form, incorporated herein by this reference, (original signatures required) with a copy of each invoice detailing the expenditures, the SLIB share, and SLIB share of engineering. All GDR forms shall be signed by the Grantee's authorized signatories. By submission of a GDR, the Grantee hereby warrants that the signatories of the GDR form are authorized to sign

on behalf of the Grantee. The Grantee shall ensure that grant funds are spent in accordance with this agreement, and state and federal law.

- B.** Disbursement requests submitted will be paid by percentage only, and not paid in full. The percentage of payment is based on the amount approved by the SLIB as a percentage of the total eligible project cost given in the application. The SLIB's disbursement percentage for this project is forty percent (50%).
- C.** According to Chapter 3, Section 5(d)(iii) of the Rules, the maximum amount reimbursable for engineering costs is limited to twenty percent (20%) of the grant amount approved, if applicable eighty thousand dollars (\$80,000.00).
- D.** If the SLIB provides additional funding for this project, OSLI will recalculate the disbursement percentage and will make disbursements based upon that percentage. OSLI will allow additional payments to bring the SLIB's disbursement percentage to the current percentage approved by the SLIB.
- E.** The Grantee shall keep OSLI staff informed on all aspects of the project and shall direct the Grantee's engineer to submit or make available for inspection, such reports, designs, or plans on the progress of the work and on the results of tests of materials and workmanship requested by OSLI staff.
- F.** Except in the case of vehicle purchases, the Grantee shall submit to OSLI the following materials prior to issuing an advertisement for bids:
 - (i) An attorney's title opinion, a letter and documents from a title company or abstractor, or other proof and certification acceptable to the OSLI that all access, easements, and rights-of-way for the construction and long term operation and maintenance of the PROJECT have been secured and recorded;
 - (ii) Engineer's cost estimate and proposed construction budget for the PROJECT;
 - (iii) Any and all appropriate permits issued by the Wyoming Department of Environmental Quality; and
 - (iv) The Grantee's proposed advertisement for bids from the Grantee's engineer, including the rules and standards to be used to establish the qualification of bidders, to determine whether submitted bids are responsive to the advertisement for bids, to determine whether bidders are qualified for the preference under Wyo. Stat. § 16-6-101, *et seq.*, and to determine the lowest responsible bid.
- G.** Upon receipt of the plans, specifications, title opinion, and permits required by Section 7(F), above, OSLI shall review the documents and notify the Grantee of

any deficiencies. If OSLI determines that the Project as proposed may reasonably be expected to be constructed with the funds available, OSLI shall notify the Grantee in writing. Upon receipt of OSLI's notice to proceed, the Grantee may initiate the bidding process. If the Grantee initiates the bidding process without prior written notification by the OSLI, the Grantee shall bear all costs resulting from said action.

- H. The Grantee shall keep OSLI staff informed on a contractor's plan for use of a Retainage Account pursuant to Wyo. Stats. §§ 16-6-702, -704, and -705. The Grantee shall provide to OSLI a Retainage or Interest Bearing account documentation in order for OSLI to send retainage funds to the Grantee for deposit in the contractor's identified retainage account.
- I. Grantee shall require a completed Affidavit Acknowledging Payment to Materialmen, Subcontractors and Laborers (available at <http://lands.wyo.gov>) from Prime Contractor with all requests for progress payment beginning with the second request pursuant to Wyo. Stat. § 16-6-1001(a)(iv).
- J. Grantee shall submit Final Payment Documentation to OSLI pursuant to Wyo. Stats. §§ 16-6-116, -117, and 15-1-113(h), to the extent those provisions are applicable to the Project.

8. **General Provisions.**

- A. **Amendments.** Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by the parties shall be incorporated by written instrument, executed by all parties to this Agreement.
- B. **Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder," "herein," and words of similar import, are intended to refer to this Agreement as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.
- C. **Assignment Prohibited and Agreement Shall Not be Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Agreement without the prior written consent of the other party. The Grantee shall not use this Agreement, or any portion thereof for collateral for any financial obligation without the prior written permission of OSLI.
- D. **Audit and Access to Records.** OSLI and its representatives shall have access to any books, documents, papers, electronic data and records of the Grantee which are pertinent to this Agreement.

- E. Compliance with Laws.** The Grantee shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Agreement.
- F. Entirety of Agreement.** This Agreement, consisting of eight (8) pages; Attachment A, Special Conditions, consisting of one (1) page, Attachment B, Application, consisting of twelve (12) pages; and the Grant Draft Request (GDR) form consisting of one (1) page, provided in Excel format, represent the entire and integrated Agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Agreement and the language of any attachment or document incorporated by reference, the language of this Agreement shall control.
- G. Force Majeure.** Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes completely 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.
- H. Indemnification.** Each party to this Agreement shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.
- I. Independent Contractor.** The Grantee shall function as an independent contractor for the purposes of this Agreement and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Agreement, the Grantee shall be free from control or direction over the details of the performance of services under this Agreement. The Grantee shall assume sole responsibility for any debts or liabilities that may be incurred by the Grantee in fulfilling the terms of this Agreement and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Agreement. Nothing in this Agreement shall be interpreted as authorizing the Grantee or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or OSLI or to incur any obligation of any kind on behalf of the State of Wyoming or OSLI. The Grantee agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance or similar benefits available to State of Wyoming employees will inure to the benefit of the Grantee or the Grantee's agents or employees as a result of this Agreement.
- J. Nondiscrimination.** The Grantee shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, *et seq.*), the

Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Agreement.

- K. **Notices.** All notices arising out of, or from, the provisions of this Agreement shall be in writing either by regular mail or delivery in person at the addresses provided under this Agreement.
- L. **Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- M. **Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming, OSLI, and SLIB expressly reserve sovereign immunity by entering into this Agreement and the Grantee expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereign or governmental entities pursuant to Wyo. Stat. § 1-39-101, *et seq.*, and all other applicable law. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.
- N. **Third-Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.
- O. **Time is of the Essence.** Time is of the essence in all provisions of this Agreement.
- P. **Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Agreement.
- Q. **Waiver.** The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.
- R. **Counterparts.** This Agreement may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Agreement. Delivery by the Grantee of

an originally signed counterpart of this Agreement by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to OSLI.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

SAMPLE

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

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

STATE OF WYOMING, OFFICE OF STATE LANDS AND INVESTMENTS:

Date

GRANTEE:
City of Lander

Date

Mayor

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

Date

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this 11th day of February, 2025, by and between the CITY OF LANDER, a municipal corporation, of 240 Lincoln Street, Lander, Wyoming 82520, hereinafter referred to as “City”, and Strike Consulting Group LLC, whose address is 205 S 3rd St., Lander, WY 82520, hereinafter referred to as “Contractor”.

RECITALS

WHEREAS, the City desires to hire the Contractor, as an independent contractor, to complete and provide services as described herein at such times and in such a manner as is required; and,

WHEREAS, the Contractor agrees to perform the services described herein upon 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. **SCOPE OF WORK.** The Contractor shall provide the services as detailed as a Task Order Scope of Work in Exhibit A.
3. **COMPENSATION.** In consideration of the Contractor providing the Scope of Work detailed in Exhibit A, the City agrees to pay to the Contractor \$500,000.00 on a time and materials basis for the Scope of Work Tasks 1 – 7.:
Invoices must be submitted by the 25th of the month in order to be processed for payment at the next regularly scheduled City Council meeting which occurs on the second Tuesday of each month.
4. **RELATIONSHIP BETWEEN PARTIES.** Contractor is performing services and duties under this Agreement as an independent contractor and not as employee, agent, partner, or joint venture with the City and nothing herein shall be construed to be inconsistent with this relationship or status. The Contractor is not entitled to any benefits provided by the City to its employees, including but not limited to, retirement benefits, pension plans, health insurance, vacation time, sick leave time, workers’ compensation or unemployment insurance. The Contractor shall pay all

of their own taxes on compensation paid to the Contractor pursuant to this Agreement.

5. LIABILITY. The work to be performed under this Agreement will be performed entirely at Contractor's risk. Contractor agrees to indemnify the City for any and all liability or loss arising in any way out of the performance of this Agreement by Contractor.
6. INSURANCE. Contractor shall at all times during the term of this Agreement, maintain liability insurance with an insurance company licensed to do business in the State of Wyoming and having Best rating "A" with a combined single limit of One Million Dollars and No/100 Dollars (\$1,000,000.00), with an aggregate limit amount of Two Million Dollars and No/100 (\$2,000,000.00) and will from time to time at the City's reasonable request, provide the City with evidence thereof. Lessor shall be listed as a named insured on any such policy.
7. ASSIGNMENT. Any assignment of this Agreement by Contractor without the written consent of the City shall be void.
8. DURATION. This Agreement shall commence on the 11th day of February, 2025. This Agreement shall continue in full force and effect until the 31st day of December 2026. During this Agreement either one of the parties may give thirty (30) days written notice to the other party that the party is terminating the Agreement. Either party has the right to terminate this Agreement at any time without cause upon giving the other party Thirty (30) days written notice of said termination after the initial term.
9. WORK SCHEDULE REQUIREMENTS. Services shall be provided and completed within a reasonable time or as specified in the Scope of Work. The City shall be notified in writing of any damage, accidents, or other related incidents that occur during the time services are provided.
10. CONTRACTOR FURNISHED EQUIPMENT AND SUPPLIES. Unless otherwise agreed to herein, the Contractor shall be required to furnish any and all labor, subcontractor services, supplies, tools, and equipment to complete the work described in this contract.
11. SUBCONTRACTORS. In the event the Contractor is required or desires to retain subcontractors, the Contractor shall be solely responsible for any and all services and payment of said Subcontractors. Additionally, the Contractor shall indemnify and hold the City harmless from any current or future claims from a Subcontractor against the Contractor.

Commented [AS1]: This would allow time to get through Tasks 1-7, but would require amendment to add tasks 8 - 10 once funding is acquired.

12. **SAFETY.** The Contractor shall use all necessary precautions for the control and safety of their personnel who are present or working as Employees of the Contractor. The Contractor shall follow all OSHA rules and regulations.
13. **PROTECTION AND DAMAGE.** The Contractor shall, without additional expense to the City, be responsible for all damage to persons and property that occurs as a result of their negligence in connection with the performance of any work performed pursuant to this Agreement. Breakage or loss of equipment or other property as a result of the Contractor's operations shall be repaired or replaced by the Contractor at their expense, normal wear and tear excepted.
14. **TERMS TO BE EXCLUSIVE.** The entire Agreement between the parties with respect to the subject matter hereunder is contained in this Agreement. Except as herein expressly provided to the contrary, the provisions of this Agreement are for the benefit of the parties solely and not for the benefit of any other person, persons or legal entities.
15. **WAIVER OR MODIFICATION INEFFECTIVE UNLESS IN WRITING.** No waiver, alteration or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of both parties to this Agreement.
16. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of Wyoming.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this ____ day of _____, 2024.

THE CITY OF LANDER,
a Municipality

BY: _____
MONTE RICHARDSON, Mayor

*City of Lander
Contract for Services
Page 3 of 4*

ATTEST:

RACHELLE FONTAINE, City Clerk

CONTRACTOR:

BY: _____

SIGNATURE

PRINT NAME