



CITY OF LANDER REGULAR CITY COUNCIL MEETING

**Tuesday, December 10, 2024 at 6:00 PM
City Council Chambers, 240 Lincoln Street**

AGENDA

Join Zoom Meeting

<https://us06web.zoom.us/j/85037177516?pwd=d6ReLcDv2fUekDIKc5Japp1euEtETp.1>

Meeting ID: 850 3717 7516

Passcode: 396210

1. CALL TO ORDER

- A. Pledge of Allegiance
- B. Roll Call

2. APPROVAL OF AGENDA

3. PUBLIC HEARING ORDINANCE 2025-3QWEST 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

- [A.](#) Open hearing
- B. Introduce and read
- C. Public comment
- D. Closed hearing

4. 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

5. PROCLAMATIONS

- [A.](#) Margaret Appleby Proclamation

6. MAYOR AND COUNCIL UPDATES

7. STAFF REPORTS

8. 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 November 12, 2024 City Council Regular Minutes
- [B.](#) Approve November 26, 2024 City Council Regular Minutes
- [C.](#) Approve November 26, 2024, Work Session Minutes
- [D.](#) Approve and authorize the Mayor to sign the Lander Municipal Airport Hangar Space Land Lease Agreement renewals for a five year term for William and Annette Bregar, B&L Hangars, LLC, Keith Trouwborst, John and Marie Whipp, Larry King, Don Gullickson, Dennis Vogler and Terry Watson, David Doll, Catherine Guschewsky, Eugene Ferry, Flying 6, Fremont Motors Company Hangar 109, Fremont Motors Company Hangar 402, George and Sharon Shamber, Jay Taylor, Jeff Kimber and Troy Jones.
- [E.](#) Approve Bills and Claims

9. NEW BUSINESS (NON-ACTION ITEMS)

10. OLD BUSINESS (ACTION ITEMS)

- [A.](#) Approve the third and Final Reading of Ordinance 2024-8 Repealing City of Lander Municipal Code Title 4-Zoning Sections 4-1-1 through 4-15-9 in its Entirety and Replacing it with Title 4-Planning and Zoning.
- [B.](#) Approve the third and final reading of Ordinance 2025-1 Amending Title 13, Section 13-12-1, Street, Right-of-
- [C.](#) Approve the third and final reading of Ordinance 2025-2 AN ORDINANCE GRANTING TO SPECTRUM PACIFIC WEST, LLC, AN INDIRECT SUBSIDIARY OF CHARTER COMMUNICATIONS, INC., ITS SUCCESSORS AND ASSIGNS, THE RIGHT, PERMISSION, AND AUTHORITY TO CONSTRUCT, INSTALL, MAINTAIN, AND OPERATE A CABLE SYSTEM, IN THE DESIGNATED SERVICE AREA LIMITING THE TERM OF SAID GRANT, PRESCRIBING THE TERMS AND CONDITIONS UNDERWHICH SAID COMPANY MAY OPERATE.

11. NEW BUSINESS (ACTION ITEMS)

- [A.](#) Approve Resolution 1347 AUTHORIZING SUBMISSION OF GRANT APPLICATION TO FEMA FOR THE PURPOSE OF LANDER VOLUNTEER FIRE DEPARTMENT ENGINE No. 6 REPLACEMENT ON BEHALF OF THE GOVERNING BODY OF THE CITY OF LANDER
- [B.](#) Approve Resolution 1348 AUTHORIZING AN APPLICATION TO WYOMING COMMUNITY GAS COMMUNITY IMPROVEMENT GRANT PROGRAM FOR THE 2025 REPLACEMENT OF THREE GAS CHARBROIL GRILLS AT CITY PARK (2) AND NORTH PARK (1)
- [C.](#) Approve Resolution 1349, REVOKING RESOLUTION 1325 ENCUMBERING LOT 1, TABLE MOUNTAIN SUBDIVISION FOR THE PURPOSES OF OBTAINING FINANCING FOR TABLE MOUNTAIN LIVING COMMUNITY.

- D. Resolution 1350 - Adopting City of Lander of Subdivision Regulations and repealing all previous resolution of the same subject and title.
- E. Resolution 1351- Adopting City of Lander Supplements to the WY Public Works Standard Specification and Details and repealing all previous resolutions of the same subject
- F. Approve and authorize the Mayor to sign the Pushroot Garden two year lease renewal
- G. Approve HSI Safety Training renewal and SDS in the total amount of \$10,108.38 and addition of the new manager learning pathway pathway in the amount of \$400 for ten employees.
- H. Approve and authorize the Mayor to sign Lander High Pressure Water Systems Upgrades Phase III Projects Change Order No. 3 granting High County Construction and additional 50 calendar days plus winter but no later than April 15, 2025 for substantial completion.
- I. Approve and authorize the Mayor to sign Amendment to Owner-Engineer Agreement Amendment No. 3 for an additional \$71,000.00 in additional HDR engineering fees to complete the High Pressure Water Systems Upgrades Phase III Project.
- J. Approve and authorize the Mayor to sign Ardurra Task Order No. 2024-1 dated December 10, 2024 for the Apron Reconstruction Design Project.
- K. Ratify the 1985 transfer of a 1975 Ford Bronco from the City of Lander to the Lander Ambassadors and authorize transfer of title.

12. EXECUTIVE SESSION

13. ADJOURNMENT

Upcoming Council Meetings:

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

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

Work Sessions:

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

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

All meetings are subject to cancellation or change.

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 December 10, 2024;

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 aerially, 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 _____, 2024

APPROVED on 2nd Reading this ____ day of _____, 2024

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: _____

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.

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”). The Franchise area is defined as the area within the legal boundaries of the City.

A Public Hearing will be held during the first reading of the Ordinance on December 10, 2024, 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, December 5, 2024. 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 November 30, 2024 and December 7, 2024



CITY OF LANDER, WYOMING

OFFICE OF THE MAYOR

PROCLAMATION
IN RECOGNITION OF
MARGARET APPLEBY DAY

WHEREAS, Margaret Appleby, a beloved member of our community, will celebrate her 90th birthday on December 17, 2024; and

WHEREAS, Margaret has dedicated countless hours to volunteering, making significant contributions to the well-being of our city through her selfless service, unwavering commitment, and inspiring spirit; and

WHEREAS, her involvement in numerous community organizations, events, and initiatives has enriched the lives of many, leaving a lasting impact on residents of all ages; and

WHEREAS, Margaret's kindness, generosity, and dedication have set a remarkable example of what it means to give back to one's community, embodying the values of compassion, leadership, and civic responsibility; and

WHEREAS, her legacy of volunteerism and service has made Lander a better place for all who live, work, and visit here; and

WHEREAS, the City of Lander wishes to express its deepest appreciation for Margaret Appleby's decades of dedication and to celebrate her extraordinary contributions;

NOW THEREFORE, I, Monte Richardson, Mayor of Lander, Wyoming, do hereby proclaim Tuesday, December 17, 2024, as "Margaret Appleby Day" in honor of her 90th birthday. I encourage all citizens to join in honoring her exceptional service to our community by performing an act of service in her honor.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Lander to be affixed this 10th day of December, 2024.



Signed _____
Monte Richardson, Mayor

	CITY OF LANDER		
	REGULAR CITY COUNCIL MEETING		
	Tuesday, November 12, 2024, 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 (via Zoom), 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 RaJean Strube Fossen, City Treasurer Charri Lara, City Attorney Adam Phillips, City Clerk Rachelle Fontaine.
2. **APPROVAL OF AGENDA** The motion was made by Councilmember Larsen and seconded by Council President Cox. Councilmembers Voting Yea: Larsen, White, D Hahn, Cox, Stuble, J Hahn and Mayor Richardson. Motion passed unanimously.
3. **PUBLIC HEARING** ORDINANCE 2025-1 AMENDING TITLE 13, SECTION 13-12-1, STREET, RIGHT-OF-WAY AND ALLEY EXCAVATIONS-PERMITS TO INCLUDE UTILITY POLES
- A. Mayor Richardson opened the hearing at 6:02 PM.
- B. Public Works Director Lance Hopkin introduced, explained, and read proposed Ordinance 2025-1 changes.
- C. Public comment. Council President Cox had some questions concerning who is currently removing abandoned poles. Generally, no one is removing them. Discussed the concerns and issues with no delineated removal requirements and added the removal timeframe to section J.
- D. Mayor Richardson closed the public hearing at 6:10 PM.
4. **PUBLIC HEARING** ORDINANCE 2025-2 AN ORDINANCE GRANTING TO SPECTRUM PACIFIC WEST, LLC, AN INDIRECT SUBSIDIARY OF CHARTER COMMUNICATIONS, INC., ITS SUCCESSORS AND ASSIGNS, THE RIGHT, PERMISSION, AND AUTHORITY TO CONSTRUCT, INSTALL, MAINTAIN, AND OPERATE A CABLE SYSTEM, IN THE DESIGNATED SERVICE AREA LIMITING THE TERM OF SAID GRANT, PRESCRIBING THE TERMS AND CONDITIONS UNDER WHICH SAID COMPANY MAY OPERATE.
- A. Mayor Richardson opened the public hearing at 6:10 PM.
- B. Public Works Director Lance Hopkin introduced and paraphrased the franchise agreement terms contained in Ordinance 2025-2.
- C. Public comment: Council President Cox inquired about the eight-year term. Discussion concerning the length and state law.
- D. Mayor Richardson closed the public hearing at 6:15 PM.
5. **COMMUNICATION FROM THE FLOOR**
- Janelle Hahn addressed the council concerning the November 8, 2024, Lander Volunteer Fire Department call to a structure fire on Jefferson and how the proposed zoning changes pose a danger to fire calls and first responders. She commented that the 1% tax barely passed. She outlined the amount spent on City Hall remodeling and engineers stating that Lander citizens want infrastructure and streets fixed and the City is spending on wants not needs.
- Chad Cassady presented two considerations for the council. He commented that by examining the zoning map it is difficult to understand the method behind the zones. It appears that streets were used as boundaries with no consistency. He recommends adjusting the boundaries to follow alleys or the rear of residential properties. His second recommendation involves tying the structure, height, and setback together.
- Owen Sweeney, the CEO of the Lander Chamber, echoed comments that the planning commission did an excellent job of proposing changes based on public comments. By and large the Chamber agrees as a business organization with the Planning Commission's intent. The Chamber provided

two recommendations for consideration. One, consideration of ways to limit short term vacation rentals in city limits, secondly, to have a discussion about finding ways to produce lower residential and commercial construction costs.

Toni Hudson spoke against the changes to the zoning that will negatively affect her neighborhood. Zoning changes should be implemented everywhere in town, not just a few areas that will be negatively affected by the changes. She would like to hear the letters and people in support of the changes. She reminded the Council that there ae six of them making the decision, but they act on behalf of the 7,000 people that live in town. She requested that the council think before they vote and listen to their constituents.

Juanita Duncan discussed building and developments in Billings. The increase in buildings has not created lower housing prices. Billings also illustrates the need for parking. She asked the Council to look around. In many ways high-density housing has a negative impact on a community, the community feeling, air quality, green spaces, and socialization. She requested that the Council do some research. High-density housing is not all positive. She urged the Council to vote against continuing forward at this time or table the issue and look for more solutions.

6. MAYOR AND COUNCIL UPDATES

Councilmember Larsen also congratulated the high school girls' swim team. He noted that the high school Veterans Day celebration was fantastic.

Councilmember White thanked Lance and the crew for some asphalt patches. She noticed the Golf Course board fence around LCCC looks sharp. She congratulated the Lady Tiger swim team. She recommends suspending the LIFT program from awarding funds to private businesses and saving the funds for air and ground transportation. Discussion ensued concerning funding air and ground transportation.

Councilmember D Hahn discussed the Council's priorities. He commented that the City cannot fix a Northside fire hydrant and spends money on an engineer for an entrance sign for the new park. Public Works Director Lance Hopkin explained that some hydrants were taken out of service as the City still meets the 400-foot radius criteria. New hydrants may be coming online with new construction.

Council President Cox stated that LEDA moving forward with its strategic plan and how that involves the City. Will need an updated MOU. The State Advisory Council on Juvenile Justice will be here Thursday and Friday. FCSD#1is meeting tonight. She commented on the rezoning process. She noted that there are three readings providing an opportunity for more information and research. Tonight is a second reading. Lastly, she commented that some signage at City Park concerning camping is confusing.

Councilmember Stuble expressed her appreciation to the county staff for a safe and secure election. The Tree Board is working on bylaws before moving to ordinance changes. The Popo Conservation District is meeting tomorrow.

Councilmember J Hahn commented that he does not understand why zoning is the council’s decision. He has been told the council is budgetary. He did some research and there is nothing illegal about rezoning, however there should be a uniform and comprehensive plan and reduce street congestion. These proposed changes will not accomplish these goals.

Mayor Richardson Commented on the high school Veteran's Day program as well. It was an honor to participate.

7. STAFF REPORTS

Public Works Director Lance Hopkin commented that the water tank is now filled with four million gallons of potable water, however, the project has fallen behind. The Council will need to decide whether to pursue liquidated damages or project extensions. He is traveling to Casper to talk to Water Development concerning their 66% funding recommendation.

City Clerk Rachelle Fontaine announced that the City has hired Kevin Green as the new Parks and Recreation Director. The process has started for temporary seasonal ice rink employees. There will be a regular voting meeting before the work session on November 26, 2024.

8. CONSENT AGENDA

- A. Approve October 8, 2024, Regular Council Meeting Minutes
- B. Approve October 22, 2024, Work Session Meeting Minutes
- C. Approve October 29, 2024, Special City Council Meeting Minutes
- D. Approve Bills and Claims

71 CONSTRUCTION CO MISC SMALL STREET REPAIRS 52874.36MISC SMALL STREET REPAIRS 12149.94MISC SMALL STREET REPAIRS 34301.86OPERATIONS AND MAINTENANCE 18384.08OPERATIONS AND MAINTENANCE 12506.87,7220 CONSULTING PROF AND CONSULTING 632,ADAM E PHILLIPS ATTORNEY AT LAW GENERAL ATTORNEY 4460,ADAPCO INC NEW ASSETS 11815,AIRGAS USA LLC MOSQUITO GRANT 111,ALSCO LINENS 53.9LINENS 14.04LINENS 34.3LINENS 116.42LINENS 400.81,APEX SURVEYING PROJECT COST - ASSISTED LIVING 3712.5PROF AND CONSULTING 3283,ARDURRA GROUP INC TRANSPORTATION 11572.5,AYRES ASSOCIATES INC PROF AND CONSULTING 11295.8,B & T FIRE EXTINGUISHERS OPERATIONS AND MAINTENANCE 344.75OPERATIONS AND MAINTENANCE 157.25,BADGER METER INC METER REPLACEMENT 326.4,BAKER HEATING & AIR IMPROVEMENTS 5983,BALDWIN CREEK RENTAL CENTER SUPPLIES 211,BLACK HILLS ENERGY GAS 2692,BOBCAT OF THE BIG HORN BASIN INC VEHICLE REPAIR 15.62,BOYLE ELECTRIC BUILDING MAINTENANCE 8250,CASELLE INC PROF. & TECHNICAL SERVICE 392,CITY PLUMBING & HEATING VIDEO & CLEANING 380,CIVICPLUS PROF AND CONSULTING 4160PROF AND CONSULTING 7188,CNA SURETY DUES 100,COWBOY SUPPLY HOUSE SUPPLIES 428.59SUPPLIES 226.95,CROELL INC TURF & GROUNDS MAINTENANCE 224.94,DEPT OF WORKFORCE SERVICES UNEMPLOYMENT 906.84,DESERT MOUNTAIN OPERATION/ MAINTENANCE STREETS 3184.61,DOWL PROFESSIONAL FEES 16793.32,DRUG TESTING SERVICES LLC EMPLOYEE SCREENING 130,FERGUSON ENTERPRISES INC OPERATIONS AND MAINTENANCE 106.2,FLEX SHARE BENEFITS FLEX SHARE FEES 250.9,FREMONT COUNTY TREASURER DISPATCH 18195.05PRISONER CARE 6820,FREMONT ELECTRIC BUILDING MAINTENANCE 791.25,GAMBLES BUILDING MAINTENANCE 134.99,HDR ENGINEERING INC SAFE ROUTES TO SCHOOL 1036.25SAFE ROUTES TO SCHOOL 6739.9PROF AND CONSULTING 1056.25,HEIKKILA CONSTRUCTION LLC IMPROVEMENTS 11161.2,HIGH COUNTRY CONSTRUCTION LINCOLN ST PROJECT 495445.84,HOMETOWN OIL OPERATIONS AND MAINTENANCE 139FUEL 188.73,HUFF SANITATION FLY-IN EXPENSES 1000,INQUIREHIRE EMPLOYEE SCREENING 32.1,KIWANIS CLUB OF LANDER MAYORS ADMINISTRATION 600,KLEEN PIPE LLC VIDEO & CLEANING 8291.58,LANDER FREE MEDICAL ECONOMIC DEVELP PROJECTS 2004.01,LANDER MEDICAL CLINIC EMPLOYEE WELLNESS PROGRAM 4254,LANDER TREE EVENT & AUCTION MAYORS ADMINISTRATION 600,LONG BUILDING TECHNOLOGIES REPAIRS 685.99,MASA EMPLOYEE BENEFIT 5244,MASTERCARD SUPPLIES 20SUPPLIES 90.01SUPPLIES 1453.25SUPPLIES 508.76PROFESSIONALS 1675SUPPLIES 87.89SUPPLIES 40SUPPLIES 491.64FUEL 29.3HOUSEKEEPING SUPPLIES 177.09ADVERTISING 438TRAVEL 672SUPPLIES 681.34,MASTERCARD WATER SAMPLES TESTING 15SUPPLIES/TOOLS & EQUIP 40.13SUPPLIES 64.99SUPPLIES/TOOLS & EQUIP 108.71MEETING EXPENSE 26.98WW LAB/TESTING 148.3TRAVEL 45.9WW-OPERATIONS & MAINTENANCE 24.99FUND EQUIPMENT REPLACEMENT 5440.96SUPPLIES 51.99OPERATIONS AND MAINTENANCE 3.59BUILDING MAINTENANCE 10.14SUPPLIES 868.99BUILDING MAINTENANCE 16.16OPERATIONS AND MAINTENANCE 17.96BLDG GROUNDS MAINTENANCE 12.2SUPPLIES/TOOLS & EQUIP 69.99SUPPLIES/TOOLS & EQUIP 28.79SUPPLIES/TOOLS & EQUIP 92.58WW-OPERATIONS & MAINTENANCE 191.82BUILDING MAINTENANCE 35.38TRAVEL 327WATER SAMPLES TESTING 60BUILDING MAINTENANCE 246.08SUPPLIES 39.69SUPPLIES/TOOLS & EQUIP 1836.17SUPPLIES 44.89OPERATIONS AND MAINTENANCE 477.96PROFESSIONALS 249OPERATIONS AND MAINTENANCE 12.99WW LAB/TESTING 151.29MEETING EXPENSE 30.98BUILDING MAINTENANCE 175WW-OPERATIONS & MAINTENANCE 253.5WW-OPERATIONS & MAINTENANCE 37.79MEETING EXPENSE 32.76SUPPLIES/TOOLS & EQUIP 308.99TUITION & REGISTRATION 106OPERATIONS AND MAINTENANCE 108.14SUPPLIES 80PROF AND CONSULTING 23.22OPERATIONS AND MAINTENANCE 122.94OPERATIONS AND MAINTENANCE 667.8OPERATIONS AND MAINTENANCE 26.8WW-OPERATIONS & MAINTENANCE 19.96OUTSIDE SERVICES 368.14OPERATIONS AND MAINTENANCE 38.97SUPPLIES 123.68OPERATIONS AND MAINTENANCE 68CLEANING SERVICES 135.45SUPPLIES 81.56MEETING EXPENSE 83.71OPERATIONS AND MAINTENANCE 89.99SUPPLIES 48WW LAB/TESTING 309BUILDING MAINTENANCE 19.79SUPPLIES/TOOLS & EQUIP 281.77WW LAB/TESTING 152.03WW-OPERATIONS & MAINTENANCE 204.25OPERATIONS AND MAINTENANCE 162.08SUPPLIES 74.55SUPPLIES 24.13IMPROVEMENTS 4503.25SUPPLIES/TOOLS & EQUIP 31.98SUPPLIES/TOOLS & EQUIP 147.79TELEPHONE 897.86OPERATIONS AND MAINTENANCE 29.97OPERATIONS AND MAINTENANCE 15000FUEL 52.16WATER SAMPLES TESTING 75OPERATIONS AND MAINTENANCE 1849.49WW LAB/TESTING 270OPERATIONS AND MAINTENANCE -3.59TRAVEL 107,MASTERCARD TELEPHONE 1039.91SUPPLIES 970.46FIRE PREVENTION 1443TELEPHONE & INTERNET 1706.4BUILDING MAINTENANCE 34.41OPERATIONS AND MAINTENANCE 12.89SUPPLIES 210FIRE EQUIPMENT MAINTENANCE 48.56BUILDING MAINTENANCE 70.13COMMUNITY DEVELOPMENT 565OPERATIONS AND MAINTENANCE 62.96COMMUNITY DEVELOPMENT 57.84ADVERTISING 1704.19SUPPLIES/CHEMICALS 6.83SUPPLIES 97.2OFFICE EQUIP SUPPLIES & MAINT 54.63TURF & GROUNDS MAINTENANCE 288.61TELEPHONE & INTERNET 1650.51SUPPLIES 252.79OPERATIONS AND MAINTENANCE 25.99BUILDING MAINTENANCE 194.08SUPPLIES/CHEMICALS 9.33TRASH COLLECTION 2171.5WATER UTILITY BILLING 685.48OPERATIONS AND MAINTENANCE 59.98UNIFORMS 185.5SUPPLIES 203.61FIRE

EQUIPMENT MAINTENANCE 313.07SUPPLIES 394.75SUPPLIES 5.02TELEPHONE & INTERNET 899OPERATIONS AND MAINTENANCE 26.78EMPLOYEE BENEFIT 83.7DUES -264SUPPLIES 159.98TRAVEL 672MAYORS ADMINISTRATION 15,MASTERCARD TRAVEL 35.83TUITION & REGISTRATION 1100POSTAGE 11.7TOOLS & SHOP SUPPLIES 1691.87TRAVEL 62.97TRAVEL 393.24TOOLS & SHOP SUPPLIES 106.58TRAVEL 283.1TRAVEL 75.01TURF & GROUNDS MAINTENANCE 392.5TRAVEL 80.14SUPPLIES 236.92INVESTIGATIVE FUNDS 44.99TURF & GROUNDS MAINTENANCE 185.92VEHICLE REPAIR 129.78REPAIR AND MAINTENANCE SERVICE 25.17REPAIR AND MAINTENANCE SERVICE 430TRAVEL 100.91TRAVEL 200.56SHOP SUPPLIES 139.63SHOP SUPPLIES 14.99NEW ASSETS 27.07VEHICLE REPAIR 46.19SUPPLIES 32.12TOOLS & SHOP SUPPLIES 1102.34VEHICLE REPAIR 182.51SUPPLIES 77.94,MASTERCARD OPERATION/ MAINTENANCE STREETS 19.73VEHICLE REPAIR 725.73VEHICLE REPAIR 144.83OPERATION/ MAINTENANCE STREETS 29.98VEHICLE REPAIR 41.54VEHICLE REPAIR 27.92VEHICLE REPAIR 331.35,MASTERCARD SUPPLIES -3.77TRAVEL -4.28,NORCO INC SHOP SUPPLIES 97.5,NORTHWEST PIPE FITTINGS OPERATIONS AND MAINTENANCE 166.03OPERATIONS AND MAINTENANCE 192.15OPERATIONS AND MAINTENANCE 3828.75OPERATIONS AND MAINTENANCE 1436.89OPERATIONS AND MAINTENANCE 284.48,OFFICE OF STATE LANDS & INVEST 4 M GAL. TANK SITE LEASE 3998.75,ONE CALL OF WYOMING OPERATIONS AND MAINTENANCE 45.75,PAINT SYSTEMS LLC IMPROVEMENTS 775,PATRICK CONSTRUCTION INC OPERATIONS AND MAINTENANCE 42368.22,PERFECT POWER INC IMPROVEMENTS 8767.67,POPO AGIE PICKLEBALL ECONOMIC DEVELP PROJECTS 7889.8,PREMIER VEHICLE INSTALLATON INC VEHICLE REPAIR 393.82,RADIANT WELLNESS ECONOMIC DEVELP PROJECTS 4303.62,REWORX PROF AND CONSULTING 4575,RIVER OAKS COMMUNICATIONS CORP PROF AND CONSULTING 3699.5PROF AND CONSULTING 2531,RIVERTON TIRE & OIL CO TIRES 1879.92,ROCKY MOUNTAIN POWER STREET LIGHTING 10.4,SIMPLIFILE FILING FEES 14.25,STRIKE CONSULTING GROUP FUTURE SRF LOANS 4640FLOOD DAMAGE REPAIR - FEMA 5256.25FUTURE SRF LOANS 7228.75PROF AND CONSULTING 3043.75PROF AND CONSULTING 1667.5,SUMMIT WEST CPA GROUP, P.C. NEW ASSETS 15045.54PROF AND CONSULTING 35000PROF. & TECHNICAL SERVICE 7479.14,TEAM LABORATORY CHEM LLC WW-OPERATIONS & MAINTENANCE 3640,TED D MILLER ASSOCIATES INC OPERATIONS AND MAINTENANCE 800WW-OPERATIONS & MAINTENANCE 650,TEGELER AND ASSOCIATES INSURANCE/OVERHEAD 2068,TERMINIX OF WYOMING BUILDING MAINTENANCE 550,THE PRINT SHOP SUPPLIES 327,WALLER TECIA CLEANING SERVICES 4500,WATER REFUNDS WATER REFUNDS 121.84WATER REFUNDS 127.93,WESTERN LAW ASSOCIATES PROFESSIONALS 3675,WESTERN PRINTING CO. POSTAGE 4700.25,WHITING LAW PC GENERAL ATTORNEY 1365,WILLIAM H SMITH & ASSOC LINCOLN ST PROJECT 1770SAFE ROUTES TO SCHOOL 9652.5,WYDOT - FINANCIAL SERVICES FUEL 17090.94FUEL 96.75,WYOGLOSS LLC VEHICLE REPAIR 304,WYOMING RETIREMENT SYSTEM VOLUNTEER FIRE PENSION FUND 637.5,OFFICE OF STATE LANDS & INVEST FUTURE SRF LOANS 141138.44,OFFICE OF STATE LANDS & INVEST FUTURE SRF LOANS 84823.46,CENTRAL BANK & TRUST TRAVEL 588.68,COMMUNITY CENTER REFUNDS REFUNDS 500,EMPLOYEE REIMBURSEMENTS TRAVEL 36.85,MISC ONE TIME VENDOR BLDG GROUNDS MAINTENANCE 125,RADIANT WELLNESS ECONOMIC DEVELP PROJECTS 1258.38,WATER REFUNDS WATER REFUNDS 200,ROCKY MOUNTAIN POWER ELECTRICITY 18900.9,BLACK HILLS ENERGY GAS 1935.57, PARTTIME WAGES Cemetery 2,711 Municipal Court 1,242.68 Parks 1,060.00 Police 1,639.00 Weed & Pest 3,922.19, AFLAC 454.68, CSSW 1,554.50, Colonial 232.55, Payroll Taxes 82,592.16, Def Comp 7, 115, Flexshare 866.67, NCPERS 128, Trustmark 394.65, WEBT 86, 299.46, Workers Compensation 5,128.96, WRS 59,385.16.

The motion was made by Council President Cox and seconded by Councilmember Larsen. Councilmembers Voting Yea: Larsen, White, D Hahn, Cox, and Stuble. Councilmember J Hahn did not vote as he temporarily stepped out. Motion passed.

9. OLD BUSINESS (ACTION ITEMS)

- A. Approve the second reading of Ordinance 2024-8 Repealing City of Lander Municipal Code Title 4-Zoning Sections 4-1-1 through 4-15-9 in its Entirety and Replacing it with Title 4- Planning and Zoning.

The motion was made by Councilmember Larsen and seconded by Councilmember White.

DISCUSSION: Councilmember D Hahn wants to amend the parking spots per unit. Members of the public would like two spaces. We would be better off getting parked cars off the street. Cars parked on roadways make emergency response difficult, especially with the number of vehicles that respond. He is asking to have 2 car spaces per unit in the zoning code and discuss mandatory sprinkler systems, and a 60-minute fire-rated drywall.

Councilmember Larsen commented that the big issue is more parking.

MOTION TO AMEND ORDINANCE: Councilmember Larsen moved to amend Ordinance 2024-8 to require at least two (2) off street parking spaces per residential unit, Seconded by Councilmember D Hahn. Councilmembers voting AYE to amend: J Hahn, Cox, Larsen. Councilmembers voting Nay to amend: Stuble, and White. Motion carries.

MOTION TO AMEND ORDINANCE: Councilmember White Moved to amend Ordinance 2024-8 to include section 4-7-11 Airport Protection District, Seconded by Council President Cox. Councilmembers voting aye: Larsen, White, D Hahn, Cox, Stuble and J Hahn. Motion passes.

MOTION TO AMEND ORDINANCE: Councilmember Larsen moved to amend Ordinance 2024-8 and to adopt and include the Planning Commission's suggested amendments in their entirety for the second reading: 1. Maintain 10-foot side setbacks in R-1, R-2, R-3 residential zones. This would result in a 2-foot side setback reduction in R-1, and no change for all other residential zones; 2. Adjust the originally proposed maximum height in all zones to the following: R-1, R-2 and R-Med - 35’ maximum height. This results in allowing structures to be 5’ higher than the current code in these three zones. R3 and R-5 - 40’ maximum height. This results in allowing structures to be 10' higher than the current code in these two zones; 3. Retain 20’ maximum height for accessory structures in all residential zones. This will essentially revert to the current code with no suggested changes in accessory height from the current code; and 4. Restrict the number of accessory structures to 4 per lot for all residential zones. This is more restrictive as the current code does not restrict the number of accessory structures. Motion Seconded by Councilmember Stuble.

DISCUSSION: Council discussion clarifying setbacks, private property rights versus allowed construction within residential zones that could change the character of the current neighborhoods, the IBC, sprinklers. and the height changes from 30 feet to 40 feet. Councilmembers voting yea for the amendment: Larson, D Hahn, Cox, Stuble, and J Hahn. Councilmember voting nay for the amendment: White. Motion passes.

Councilmembers Voting Yea to approve the second reading of Ordinance 2024-8 Repealing City of Lander Municipal Code Title 4-Zoning Sections 4-1-1 as amended: Larsen, D Hahn, Cox, Stuble. Councilmember voting nay: J Hahn and White. Motion passed.

10. NEW BUSINESS (ACTION ITEMS)

- A. Approve first reading of Ordinance 2025-1 Amending Title 13, Section 13-12-1, Street, Right-of-Way and Alley Excavations Permits to Include Utility Poles

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

- B. Approve the first reading of Ordinance 2025-2 AN ORDINANCE GRANTING TO SPECTRUM PACIFIC WEST, LLC, AN INDIRECT SUBSIDIARY OF CHARTER COMMUNICATIONS, INC., ITS SUCCESSORS AND ASSIGNS, THE RIGHT, PERMISSION, AND AUTHORITY TO CONSTRUCT, INSTALL, MAINTAIN, AND OPERATE A CABLE SYSTEM, IN THE DESIGNATED SERVICE AREA LIMITING THE TERM OF SAID GRANT, PRESCRIBING THE TERMS AND CONDITIONS UNDER WHICH SAID COMPANY MAY OPERATE.

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

- C. Reappoint James Whiting for another three-year term on the Tiger Joint Powers Board.

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

- D. Appoint Chris Savon to the Planning Commission for a three-year term

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

- E. Reappoint Kara Colovich to a second three-year term on the Planning Commission.

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

- F. Reappoint Judy Legerski to the Housing Authority Board for a five-year term

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

- G. Approve and authorize the Mayor to sign an updated Retainer Agreement with Adam Phillips for City of Lander Civil Attorney services in the amount of \$5,000 per month.

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

- H. Approve License for Lander Community Foundation Storage shed to be placed north of the Rodeo Grounds

Councilmember Larsen recused himself. He is on the Lander Community Foundation Board. The motion was made by Councilmember White and seconded by Council President Cox. Councilmembers Voting Yea: White, D Hahn, Cox, Stuble, and J Hahn. Motion passed.

- I. Approve License to Lindsey Washkoviak and Benjamin Elzay for 865 N 2nd alley encroachment
Motion to table the issue until the Regular City Council meeting on November 26, 2024, was made by Councilmember Larsen and seconded by Councilmember White. Councilmembers Voting Yea: Larsen, White, D Hahn, Cox, Stuble, J Hahn. Motion passed unanimously.

- J. Approve and authorize the Mayor to sign the LANDER MUNICIPAL AIRPORT HANGAR SPACE LAND LEASE AGREEMENT Between the City of Lander and Steven Millsap for hangar space 505
The motion was made by Council President Cox and seconded by Councilmember White. Councilmembers Voting Yea: Larsen, White, D Hahn, Cox, Stuble, and J Hahn . Motion passed unanimously.

11. ADJOURNMENT

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

Being no further business coming before the Council, the meeting was adjourned at 7:40 PM.

The City of Lander

ATTEST:

By: _____
Monte Richardson,
City of Lander Mayor

Rachelle Fontaine, City Clerk

CITY OF LANDER MISSION STATEMENT

To provide a safe, stable, and responsive environment that promotes and supports a traditional yet progressive community resulting in a high quality of life.

VISION

Preserving the past, while embracing the future.

The City of Lander is an equal opportunity employer and does not discriminate. Qualified applicants are considered for positions without regard to race, religion, military status, sex, age, national origin, disability, dexual orientation, or other characteristics protected by law.

	CITY OF LANDER		
	REGULAR CITY COUNCIL MEETING		
	Tuesday, November 26, 2024, at 7:30 PM		
	City Council Chambers, 240 Lincoln Street		
	MINUTES		

1.

CALL TO ORDER Mayor Richardson called the meeting to order at 7:36 PM. Roll Call. COUNCILMEMBERS PRESENT: John Larsen, Josh Hahn, Julia Stuble, Melinda Cox, Missy White and Mayor Monte Richardson. COUNCILMEMBERS ABSENT: D Hahn. Declaration of a quorum. STAFF PRESENT: Police Chief Scott Peters, Assistant Public Works Director Hunter Roseberry, Assistant Mayor RaJean Strube Fossen, City Treasurer Charri Lara, City Attorney Adam Phillips, and City Clerk Rachelle Fontaine.
2.

APPROVAL OF AGENDA Council President Cox moved to amend the agenda and under #5 Letter A. strike the word first and add the second reading and move the approval of LIFT recommendations #6 F, G and H. to the beginning of the agenda. Motion seconded by Councilmember J Han. Councilmembers Voting Yea to amend the agenda: Larsen, White, Cox, Stuble, and J Hahn. Motion passed.

Councilmember Stuble moved to approve the agenda as amended. Motion seconded by Councilmember Larsen. Councilmembers Voting Yea: Larsen, White, Cox, Stuble, and J Hahn. Motion passed.
6.

NEW BUSINESS (ACTION ITEMS) (moved forward during approval of the agenda)

F.

Approve LIFT Recommendation to fund Lander Girls Softball League Complex Improvements.

DISCUSSION: J Hahn appreciated the presentation and the breakdown of the requested funds. Stuble proposes tabling this request as she wants to know more concerning the interaction between the City, the FCSD#1, and the Softball Association. Council President Cox commented that no work has been done on those fields since 2008. She also wants to table the motion to get buy-in from other partners. Councilmember White expressed concerns about the lack of shared responsibility with other partners and also favors tabling the motion. Councilmember J Hahn stated the City is part of the property lease and he inquired as to the timeframe for tabling.

Councilmember Stuble moved to table the Lift Recommendation to fund Lander Girls Softball League Complex Improvements until January 14, 2025, with a work session on December 17, 2024, with FCSD#1, the City, and the Softball representatives present to discuss the topic. The motion was seconded by Councilmember Larsen. Councilmembers Voting Yea: Larsen, White, Cox, Stuble, and J Hahn. Motion passed.

G.

Approve LIFT recommendation to fund Arcade.

The motion was made by Council President Cox and seconded by Councilmember Larsen.

DISCUSSION: Councilmember Stuble is not in favor of the motion as there is no lease on land or a building. Councilmember White agrees.

Councilmembers Voting Yea: None. Councilmembers Voting NAY: Larsen, White, Cox, Stuble, and J Hahn. Motion failed.

H.

Approve LIFT Recommendation to fund NOLS Fest (60th Anniversary Celebration)

The motion was made by Councilmember Larsen and seconded by Council President Cox.

DISCUSSION: Councilmember Stuble clarified the funding request amount. General discussion ensued concerning the impact on the town.

Councilmember Stuble moved to amend the award amount to \$45,000 and encouraged NOLS to spend as much as possible on local vendors. Council President Cox seconded the motion.

Councilmembers Voting Yea to amend the motion: White, Cox, Stuble and Mayor Richardson. Councilmembers Voting Nay to amend the motion: Larsen and J Hahn. Motion passed.

Councilmembers Voting Yea to approve the motion: White, Cox, Stuble and Mayor Richardson. Councilmembers Voting Nay: Larsen and J Hahn. Motion passed.
- 22

3. PUBLIC HEARING Wild West Warehouse, LLC D/B/A Grizzly Bar & Grill Application for a New Bar and Grill Liquor License 692 Main Street, Lander 82520 LOT 11, BLK 13, ORIGINAL TOWN OF LANDER Commercial District

- A. Mayor Richardson opened the hearing at 8:09 PM.
- B. City Clerk Introduced and read.
- C. Public Comment: Charles Woolwine addressed the Council in opposition to issuing the license. He provided statistics on the harm of alcohol and drugs. He commented on the number of drug and alcohol distribution sites within 1.8 miles of Lander. He questions the need for the 27 distribution sites.
- D. Mayor Richardson closed the hearing at 8:12 PM.

4. COMMUNICATION FROM THE FLOOR

Tecia Martel president of Lander Girls Softball League, mom, and coach wanted the Council to know that the 1/2 tax has put money into private businesses that could sell assets and not keep funds with the original applicant. That consideration should not prevent the award of funds.

Charles Woolvine spoke concerning reproductive rights and harming unborn children. He discussed Grizzly 399 and stated it is illegal to kill unborn grizzly bears but not unborn children.

John Slade voiced his support for the Lander Girls Softball. He is impressed with this board and their tireless efforts to improve the fields and equipment. The City needs to put a priority on our children.

5. UNFINISHED BUSINESS (ACTION ITEMS)

- A. Approve the second reading of Ordinance 2025-1 Amending Title 13, Section 13-12-1, Street, Right-of-Way, and Alley Excavations Permits to Include Utility Poles.

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

- B. Approve the second reading of Ordinance 2025-2 granting to Spectrum Pacific West, LLC, an indirect subsidiary of Charter Communications, inc., its successors, and assigns, the right, permission, and authority to construct, install, maintain, and operate a cable system, in the designated service area limiting the term of said grant, prescribing the terms and conditions under which said company may operate.

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

6. NEW BUSINESS (ACTION ITEMS)

- A. Approve Application for new Bar and Grill Liquor License for Wild West Warehouse D/B/A Grizzly Bar and Grill, 629 Main St., Lander, 82520, Original Town of Lander Lot 11, BLK 13, Commercial

The motion was made by Councilmember J Hahn and seconded by Council President Cox.

Councilmember Stuble made a Motion to amend the motion and approve the application pending acceptance of the State, Seconded by Councilmember White. Councilmembers Voting Yea: Larsen, White, Cox, Stuble, and J Hahn. Motion passed.

Councilmembers Voting Yea to approve motion as amended: Larsen, White, Cox, Stuble, and J Hahn. Motion passed.

- B. Approve Seasonal Equipment Operator Job Description

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

- C. Revoke Encroachment License with K&L Investments, 865 N 2nd

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

- D. Authorize Mayor to sign an Encroachment license for 865 N 2nd, Washkoviak and Elzay

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

- E. Discuss and Vote on the Winter WAM Voting Delegate

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

I. Approve suspension of 1/2 cent economic tax fund distributions

Councilmember White moved to approve suspension of ½ cent economic fund distributions, Seconded by Councilmember Larsen.

Councilmember Stuble moved to amend the motion to suspend the distribution of the 1/2 cent economic development taxes through the LIFT program grants and suspend the LIFT committee after the finalization of this funding cycle. Seconded by Councilmember J Hahn. Councilmembers Voting Yea: Larsen, White, Cox, Stuble, J Hahn. Motion passed.

Councilmembers Voting Yea to approve the motion as amended: Larsen, White, Cox, Stuble, J Hahn. Motion passed.

7. ADJOURNMENT

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

Being no further business to come before the Council, the meeting was adjourned at 8:40 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, November 26, 2024, 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, Josh Hahn, Julia Stuble, Melinda Cox, Missy White and Mayor Monte Richardson. COUNCILMEMBERS ABSENT: D Hahn. STAFF PRESENT: Police Chief Scott Peters, Assistant Public Works Director Hunter Roseberry, Assistant Mayor RaJean Strube Fossen, City Treasurer Charri Lara, City Attorney Adam Phillips, City Clerk Rachelle Fontaine.

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

A. Staff Updates

Assistant Public Works Director Hunter Roseberry reported that the City is gearing up for Light Up Lander. A potential change order for the tank and pump station grants additional time to complete the project may come before the Council in December.

Assistant Mayor RaJean Strube Fossen commented that the last chance for public input for the Master Planning went out today. The Rodeo Grounds proposal request should be published for about two months to attract applicants. The City employee holiday party is on December 6th. The Housing Authority is requesting the termination of the land lease. There is an outline for TMLC going forward as a City-owned entity. All paths require funding and authorization for staff to investigate and move forward. TMLC will be further discussed on December 10, 2024, as a non-action discussion.

City Attorney Adam Phillips commented on the lease termination.

B. Presentation of Final Designs Popo Agie River Park Pathway, TAP grant CD23514 - Kasey Jones

Kasey Jones presented the Popo Agie Park Pathway project designs. Discussion included an introduction, the two main scopes, the Path Alignment, Path Cross Sections, North First Street, Design Considerations including ADA compliance, flood mitigation, minimizing wildlife impacts, erosion, separation, Main Street Crossing Study including four crossing alternatives (grade-separated crossing, crosswalks, rectangular rapid flashing beacons, hybrid pedestrian beacon), and the Schedule.

C. Discussion concerning the potential suspension of 1/2 cent economic tax funds and LIFT recommendations for this funding cycle.

Marilyn Fisher from LIFT thanked the Council for allowing the latest round of applications and pitch night. The next funding cycle will be February 1, 2025. It would be fair notice to suspend the program for future applicants. Councilmember Larsen believes the Council should consider funding applications already in the process. Councilmember Stuble concurs. She is in favor of suspending distribution after this funding cycle. Councilmember J Hahn inquired about where the suspended funds should be distributed. Options include WRTA for buses and FAST for transportation. Council President Cox inquired and had concerns about the obligations surrounding the ballot language.

D. Tim Nichols WRTA funding discussion

Tim Nichols, director of WRTA and community member addressed the Council. He is requesting a portion of the remaining 1/2 cents funds be allocated to WRTA before they are committed elsewhere. Discussion of the importance and contributions of public transportation. He presented a substantial stack of studies concerning public transportation’s critical role of rural communities in the U.S. transportation system, safety, accessibility, equity, aging rural American's needs, access to health care services, employment, and educational opportunities, access to social services and other community activities, economic benefits, economic returns, and impact on local lives. General discussion concerning the ½ economic tax ballot language and past distributions.

E. FAST explanation of minimum revenue guarantee funding

Kyle Butterfield and Kevin Kershisnik with FAST presented a Central Wyoming Regional Airport Performance Update. The topics included: a twenty-plus year enplanement report, the mechanics of commercial air service (capacity purchase program, potential contract term of ten years, SkyWest aircraft and revenue guarantee calculations), financial runway projects, and financing options for MRG local match. FAST requested funding assistance from the City of Lander for the MRG local match, including allocation of the remaining 1/2 cent economic development funds.

3. ADJOURNMENT

Being no further business to come before the Council, the meeting was adjourned at 7:28 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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LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

THIS HANGAR SPACE LAND LEASE AGREEMENT is made and entered into this 10th day of December 2024, by and between the CITY OF LANDER, a Wyoming municipal corporation, 240 Lincoln Street, Lander, Wyoming 82520, hereinafter referred to as “Lessor”, and William & Annette Bregar , whose address is 76 Lower North Fork Rd, 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. 303, 40 feet by 46 feet consisting of approximately 1840 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. Lessee’s rental fee calculation shall include an additional one-foot perimeter around the foundation for ingress, egress, weeds, grass, and debris.
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 **Five (5) years** commencing on the 10th day of December, 2024, and terminating on the 31st day of December, 2030 unless sooner terminated for any of the reasons set forth in this Lease. Lessee will have the opportunity to renew a lease for one (1) 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 \$314.50 for the first (1st) year of this Lease as the rental fee for the above-described space. Lessee shall pay to Lessor

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 8, Item D.

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 \$0.156 (2024 rate) per 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. 303

Plane Number: N172CD
Manufacturer: Cessna
Year/Make/Model: 1965 Cessna 172
Registered Owner(s): Hnit Enterprises, INC CO: William Bregar
Address of Lessee: 76 Lower North Fork Rd
Business Phone of Lessee: 307-332-7005
Cell Phone of Lessee: 307-330-7474
Email of Lessee: bregar@wyoming.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.

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 8, Item D.

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.

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

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 8, Item D.

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 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.

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 8, Item D.

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 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 Bregar
Address: 76 Lower North Fork Rd
Email: bregar@wyoming.com Phone: 307-332-7005

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

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 8, Item D.

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:
 - (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

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 8, Item D.

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 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

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 8, Item D.

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. **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.

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 8, Item D.

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

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

SIGNATURES ON FOLLOWING PAGE

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 8, Item D.

LESSOR:

LESSEE(S):

THE CITY OF LANDER

William Bregar

BY: _____
Mayor Monte Richardson

Signature

ATTEST:

Annette Bregar

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: _____

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 8, ItemD.

THIS HANGAR SPACE LAND LEASE AGREEMENT is made and entered into this 10th day of December 2024, by and between the CITY OF LANDER, a Wyoming municipal corporation, 240 Lincoln Street, Lander, Wyoming 82520, hereinafter referred to as “Lessor”, and John Larson & B&L Hangars LLC, whose address is 890 N 2nd 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. 204, 60 feet by 80 feet consisting of approximately 4800 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. Lessee’s rental fee calculation shall include an additional one-foot perimeter around the foundation for ingress, egress, weeds, grass, and debris.
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 **Five (5) years** commencing on the 10th day of December, 2024, and terminating on the 31st day of December, 2030 unless sooner terminated for any of the reasons set forth in this Lease. Lessee will have the opportunity to renew a lease for one (1) 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 **\$793.10** for the first (1st) year of this Lease as the rental fee for the above-described space. Lessee shall pay to Lessor

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 8, Item D.

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 \$0.156 (2024 rate) per 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. 204

Plane Number: N682AP
Manufacturer: Cessna
Year/Make/Model: 1979 TR182
Registered Owner(s): John Larson
Address of Lessee: PO BOX 1807
Business Phone of Lessee: 307-332-4617
Cell Phone of Lessee:
Email of Lessee: jlarsen1022@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.

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 8, Item D.

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.

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

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 8, Item D.

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 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.

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 8, Item D.

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 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: John Larson

Address: 890 N 2nd st

Email: jlarsen1022@gmail.com Phone: 307-332-4617

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

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 8, Item D.

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:
 - (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

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 8, Item D.

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 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

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 8, Item D.

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. **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.

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 8, Item D.

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

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

SIGNATURES ON FOLLOWING PAGE

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 8, Item D.

LESSOR:

LESSEE(S):

THE CITY OF LANDER

B&L Hangars LLC
John Larson

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: _____

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

THIS HANGAR SPACE LAND LEASE AGREEMENT is made and entered into this 10th day of December 2024, by and between the CITY OF LANDER, a Wyoming municipal corporation, 240 Lincoln Street, Lander, Wyoming 82520, hereinafter referred to as “Lessor”, and Keith Trouwborst, whose address is 38 Canyon Shadows Rd, 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. 107, 41 feet by 37 feet consisting of approximately 1517 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. Lessee’s rental fee calculation shall include an additional one-foot perimeter around the foundation for ingress, egress, weeds, grass, and debris.
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 **Five (5) years** commencing on the 10th day of December, 2024, and terminating on the 31st day of December, 2030 unless sooner terminated for any of the reasons set forth in this Lease. Lessee will have the opportunity to renew a lease for one (1) 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 \$261.61 for the first (1st) year of this Lease as the rental fee for the above-described space. Lessee shall pay to Lessor

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 8, Item D.

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.

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

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 8, Item D.

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 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.

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 8, Item D.

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 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 unrestrictive 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: Keith Trouwborst
Address: 38 Canyon Shadows Rd, Lander, WY 82520
Email: ktrouwborst@hotmail.com Phone: 719-650-6761

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

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 8, Item D.

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:
 - (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

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 8, Item D.

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 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

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 8, Item D.

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. **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.

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 8, Item D.

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

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

SIGNATURES ON FOLLOWING PAGE

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 8, ItemD.

LESSOR:

LESSEE(S):

THE CITY OF LANDER

Keith Trouwborst

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: _____

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 8, ItemD.

THIS HANGAR SPACE LAND LEASE AGREEMENT is made and entered into this 10th day of December 2024, by and between the CITY OF LANDER, a Wyoming municipal corporation, 240 Lincoln Street, Lander, Wyoming 82520, hereinafter referred to as “Lessor”, and John & Marie Whipp , whose address is 606 Lyons Valley Rd, 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. 205, 80 feet by 60 feet consisting of approximately 4800 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. Lessee’s rental fee calculation shall include an additional one-foot perimeter around the foundation for ingress, egress, weeds, grass, and debris.
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 **Five (5) years** commencing on the 10th day of December, 2024, and terminating on the 31st day of December, 2030 unless sooner terminated for any of the reasons set forth in this Lease. Lessee will have the opportunity to renew a lease for one (1) 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 \$793.10 for the first (1st) year of this Lease as the rental fee for the above-described space. Lessee shall pay to Lessor

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 8, Item D.

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 \$0.156 (2024 rate) per 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. 205

Plane Number: N5282R
Manufacturer: CPS
Year/Make/Model: 1976 185
Registered Owner(s): John Whipp
Address of Lessee: 606 Lyons Valley Rd
Business Phone of Lessee: 307-332-3039
Cell Phone of Lessee:
Email of Lessee: brokenbones41@hotmail.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.

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 8, Item D.

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.

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

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 8, Item D.

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 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.

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 8, Item D.

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 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 unrestrictive 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: John & Marie Whipp

Address: 606 Lyons Valley Rd

Email: brokenbones41@hotmail.com Phone: 307-332-3039

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

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 8, Item D.

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:
 - (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

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 8, Item D.

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 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

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 8, Item D.

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. **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.

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 8, Item D.

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

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

SIGNATURES ON FOLLOWING PAGE

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 8, Item D.

LESSOR:

LESSEE(S):

THE CITY OF LANDER

John Whipp

BY: _____
Mayor Monte Richardson

Signature

ATTEST:

Marie Whipp

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: _____

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

THIS HANGAR SPACE LAND LEASE AGREEMENT is made and entered into this 10th day of December 2024, by and between the CITY OF LANDER, a Wyoming municipal corporation, 240 Lincoln Street, Lander, Wyoming 82520, hereinafter referred to as “Lessor”, and Larry King, whose address is 594 Cross St, Lander WY 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. 515, 50 feet by 50 feet consisting of approximately 2500 square feet, Hunt Field, Lander Wyoming, together with the right of ingress and egress. Lessee accepts the premises “AS IS” without any express or implied warranties as to its condition or fitness for a particular purpose. Lessee’s rental fee calculation shall include an additional one-foot perimeter around the foundation for ingress, egress, weeds, grass, and debris.
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 **five (5) years** commencing on the 10th day of December 2024, and terminating on the 31st day of December 2030 unless sooner terminated for any of the reasons set forth in this Lease. Lessee will have the opportunity to renew a lease for an additional five (5) year period 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 \$421.82 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.

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 8, Item D.

The annual rental for the first full year of this Lease shall be \$0.156 (2024 rate) per 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. 515

Plane Number: N7532P
Manufacturer: Piper
Year/Make/Model: 1961 Piper Comanche PP-24
Registered Owner(s): Joe King
Address of Lessee: 594 Cross St
Business Phone of Lessee: 307-332-3536
Cell Phone of Lessee: 970-219-6631
Email of Lessee: wyoking_1944@yahoo.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.

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 8, Item D.

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.

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

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 8, Item D.

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 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.

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 8, Item D.

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 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 unrestrictive 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: Larry King

Address: 594 Cross St

Email: wyoking_1994@yahoo.com Phone: 970-219-6631

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

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 8, Item D.

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:
 - (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

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 8, Item D.

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 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

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 8, Item D.

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. **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.

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 8, Item D.

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

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

SIGNATURES ON FOLLOWING PAGE

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 8, Item D.

LESSOR:

LESSEE(S):

THE CITY OF LANDER

Larry King

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: _____

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

THIS HANGAR SPACE LAND LEASE AGREEMENT is made and entered into this 10th day of December 2024, by and between the CITY OF LANDER, a Wyoming municipal corporation, 240 Lincoln Street, Lander, Wyoming 82520, hereinafter referred to as “Lessor”, and Terry Watson & Dennis Vogler, whose address is PO BOX 76, 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. 507, 48 feet by 60 feet consisting of approximately 2880 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. . Lessee’s rental fee calculation shall include an additional one-foot perimeter around the foundation for ingress, egress, weeds, grass, and debris.
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 **Five (5) years** commencing on the 10th day of December, 2024, and terminating on the 31st day of December, 2030 unless sooner terminated for any of the reasons set forth in this Lease. Lessee will have the opportunity to renew a lease for one (1) 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 \$483.60 for the first (1st) year of this Lease as the rental fee for the above-described space. Lessee shall pay to Lessor

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 8, Item D.

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.

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

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 8, Item D.

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 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.

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 8, Item D.

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 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: Dennis Vogler

Address: Po Box 76

Email: bregar@wyoming.com Phone: 307-332-7005

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

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 8, Item D.

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:
 - (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

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 8, Item D.

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 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

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 8, Item D.

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. **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.

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 8, Item D.

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

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

SIGNATURES ON FOLLOWING PAGE

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 8, Item D.

LESSOR:

LESSEE(S):

THE CITY OF LANDER

Terry Watson

BY: _____
Mayor Monte Richardson

Signature

ATTEST:

Dennis Vogler

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: _____

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 8, ItemD.

THIS HANGAR SPACE LAND LEASE AGREEMENT is made and entered into this 10th day of December 2024, by and between the CITY OF LANDER, a Wyoming municipal corporation, 240 Lincoln Street, Lander, Wyoming 82520, hereinafter referred to as “Lessor”, and Don Gullickson, whose address is 219 Custer 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. 413, 40 feet by 41 feet consisting of approximately 1640 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. . Lessee’s rental fee calculation shall include an additional one-foot perimeter around the foundation for ingress, egress, weeds, grass, and debris.
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 **five (5) years** commencing on the 10th day of December 2024, and terminating on the 31st day of December 2030 unless sooner terminated for any of the reasons set forth in this Lease. Lessee will have the opportunity to renew a lease for an additional five (5) year period 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 \$281.74 for the first (1st) year of this Lease as the rental fee for the above-described space. Lessee shall pay to Lessor

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 8, Item D.

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.

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

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 8, Item D.

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 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.

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 8, Item D.

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 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 unrestrictive 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: Don Gullickson
Address: 219 Custer St, Lander, WY 82520
Email: jmgullickson@gmail.com Phone: 307-349-1544

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

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 8, Item D.

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:
 - (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

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 8, Item D.

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 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

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 8, Item D.

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. **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.

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 8, Item D.

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

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

SIGNATURES ON FOLLOWING PAGE

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 8, Item D.

LESSOR:

LESSEE(S):

THE CITY OF LANDER

Don Gullickson

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: _____

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 8, ItemD.

THIS HANGAR SPACE LAND LEASE AGREEMENT is made and entered into this 10th day of December 2024, by and between the CITY OF LANDER, a Wyoming municipal corporation, 240 Lincoln Street, Lander, Wyoming 82520, hereinafter referred to as “Lessor”, and David Doll whose address is Po Box 90, 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. 503, 50 feet by 60 feet consisting of approximately 3000 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. . Lessee’s rental fee calculation shall include an additional one-foot perimeter around the foundation for ingress, egress, weeds, grass, and debris.
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 **Five (5) years** commencing on the 10th day of December, 2024, and terminating on the 31st day of December, 2030 unless sooner terminated for any of the reasons set forth in this Lease. Lessee will have the opportunity to renew a lease for one (1) 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 \$502.94 for the first (1st) year of this Lease as the rental fee for the above-described space. Lessee shall pay to Lessor

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 8, Item D.

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.

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

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 8, Item D.

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 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.

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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.

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 8, Item D.

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 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: David Doll
Address: PO BOX 90, Lander WY 82520
Email: dsdoll7@yahoo.com Phone: 307-332-7611

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

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 8, Item D.

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:
 - (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

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 8, Item D.

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 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

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 8, Item D.

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. **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.

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 8, Item D.

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

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

SIGNATURES ON FOLLOWING PAGE

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 8, Item D.

LESSOR:

LESSEE(S):

THE CITY OF LANDER

David Doll

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: _____

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 8, ItemD.

THIS HANGAR SPACE LAND LEASE AGREEMENT is made and entered into this 10th day of December 2024, by and between the CITY OF LANDER, a Wyoming municipal corporation, 240 Lincoln Street, Lander, Wyoming 82520, hereinafter referred to as “Lessor”, and Catherine Guschewsky, whose address is 906 Main St, Suite D, 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. 111, 100 feet by 75 feet consisting of approximately 7500 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. . Lessee’s rental fee calculation shall include an additional one-foot perimeter around the foundation for ingress, egress, weeds, grass, and debris.
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 **Five (5) years** commencing on the 10th day of December, 2024, and terminating on the 31st day of December, 2030 unless sooner terminated for any of the reasons set forth in this Lease. Lessee will have the opportunity to renew a lease for one (1) 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 \$1,225.22 for the first (1st) year of this Lease as the rental fee for the above-described space. Lessee shall pay to Lessor

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 8, Item D.

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 \$0.156 (2024 rate) per 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. 111

Plane Number: N422Z
Manufacturer: Beechcraft
Year/Make/Model: 1982 F90 King Air
Registered Owner(s): Fremont Motor Company
Address of Lessee: 906 Main St; Suite D
Business Phone of Lessee: 307-332-8352
Cell Phone of Lessee: 307-349-2571
Email of Lessee: cguschewsky@fremontmotors.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.

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 8, Item D.

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.

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

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 8, Item D.

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 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.

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 8, Item D.

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 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: Fremont Motor Company
Address: 906 Main St; Suite D
Email: cguschewsky@fremontmotors.com Phone: 307-332-8352
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

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 8, Item D.

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:
 - (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

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 8, Item D.

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 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

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 8, Item D.

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. **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.

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 8, Item D.

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

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

SIGNATURES ON FOLLOWING PAGE

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 8, ItemD.

LESSOR:

LESSEE(S):

THE CITY OF LANDER

Fremont Motor Company
Catherine Guschewsky

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: _____

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 8, ItemD.

THIS HANGAR SPACE LAND LEASE AGREEMENT is made and entered into this 10th day of December 2024, by and between the CITY OF LANDER, a Wyoming municipal corporation, 240 Lincoln Street, Lander, Wyoming 82520, hereinafter referred to as “Lessor”, and George & Sharon Schamber, whose address is 105 Villa Way, Gillette, Wyoming 82718, 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. 511, 48 feet by 48 feet consisting of approximately 2304 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. . Lessee’s rental fee calculation shall include an additional one-foot perimeter around the foundation for ingress, egress, weeds, grass, and debris.
4. **TERM.** Subject to the terms and provisions of this lease, the term of this lease shall be for **five (5) years** commencing on the 10th day of December 2024, and terminating on the 31st day of December 2030 unless sooner terminated for any of the reasons set forth in this Lease. Lessee will have the opportunity to renew a lease for an additional five (5) year period 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 \$390.00 for the first (1st) year of this Lease as the rental fee for the above-described space. Lessee shall pay to Lessor

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 8, Item D.

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.

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

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 8, Item D.

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 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.

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 8, Item D.

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 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 unrestrictive 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: George & Sharon Schamber
Address: 105 Villa Way, Gillette, WY 82718
Email: Phone: 307-349-1066

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

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 8, Item D.

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:
 - (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

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 8, Item D.

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 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

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 8, Item D.

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. **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.

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 8, Item D.

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

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

SIGNATURES ON FOLLOWING PAGE

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 8, Item D.

LESSOR:

LESSEE(S):

THE CITY OF LANDER

George Schamber

BY: _____
Mayor Monte Richardson

Signature

ATTEST:

Sharon Schamber

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: _____

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

THIS HANGAR SPACE LAND LEASE AGREEMENT is made and entered into this 10th day of December 2024, by and between the CITY OF LANDER, a Wyoming municipal corporation, 240 Lincoln Street, Lander, Wyoming 82520, hereinafter referred to as “Lessor”, and Flying 6, INC, whose address is PO BOX 403, 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. 400, 43 feet by 28 feet consisting of approximately 1204 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.. Lessee’s rental fee calculation shall include an additional one-foot perimeter around the foundation for ingress, egress, weeds, grass, and debris.
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 **Five (5) years** commencing on the 10th day of December, 2024, and terminating on the 31st day of December, 2030 unless sooner terminated for any of the reasons set forth in this Lease. Lessee will have the opportunity to renew a lease for one (1) 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 \$210.60 for the first (1st) year of this Lease as the rental fee for the above-described space. Lessee shall pay to Lessor

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 8, Item D.

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 **\$0.156 (2024 rate)** per 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. 400

Plane Number: N92461
Manufacturer: Cessna
Year/Make/Model: 1969 182
Registered Owner(s): Flying 6, INC
Address of Lessee: PO BOX 403
Business Phone of Lessee: 307-332-2847
Cell Phone of Lessee: 307-330-7771
Email of Lessee: tgallow20@yahoo.com or cale.case@wyoleg.gov

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.

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 8, Item D.

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.

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

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 8, Item D.

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 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.

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 8, Item D.

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 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 unrestrictive 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: Flying 6, INC

Address: Po Box 403

Email: tgallow20@yahoo.com or cale.case@wyoleg.gov Phone: 307-330-8427

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

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 8, Item D.

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:
 - (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

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 8, Item D.

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 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

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 8, Item D.

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. **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.

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 8, Item D.

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

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

SIGNATURES ON FOLLOWING PAGE

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 8, Item D.

LESSOR:

LESSEE(S):

THE CITY OF LANDER

Flying 6, INC
Cale Case

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: _____

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

THIS HANGAR SPACE LAND LEASE AGREEMENT is made and entered into this 10th day of December 2024, by and between the CITY OF LANDER, a Wyoming municipal corporation, 240 Lincoln Street, Lander, Wyoming 82520, hereinafter referred to as “Lessor”, and Fremont Motor Company, whose address is 906 Main St, Suite D, 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. 402, 46 feet by 38.5 feet consisting of approximately 1771 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. . Lessee’s rental fee calculation shall include an additional one-foot perimeter around the foundation for ingress, egress, weeds, grass, and debris.
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 **Five (5) years** commencing on the 10th day of December, 2024, and terminating on the 31st day of December, 2030 unless sooner terminated for any of the reasons set forth in this Lease. Lessee will have the opportunity to renew a lease for one (1) 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 \$303.26 for the first (1st) year of this Lease as the rental fee for the above-described space. Lessee shall pay to Lessor

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 8, Item D.

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 \$0.156 (2024 rate) per 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. 402

Plane Number: N8185Y
Manufacturer: Piper
Year/Make/Model: 1982 Saratoga
Registered Owner(s): Fremont Motor Company
Address of Lessee: 906 Main St; Suite D
Business Phone of Lessee: 307-332-8352
Cell Phone of Lessee: 307-349-2571
Email of Lessee: cguschewsky@fremontmotors.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.

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 8, Item D.

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.

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

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 8, Item D.

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 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.

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 8, Item D.

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 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: Fremont Motor Company

Address: 906 Main St; Suite D

Email: cguschewsky@fremontmotors.com Phone: 307-332-8352

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

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 8, Item D.

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:
 - (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

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 8, Item D.

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 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

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 8, Item D.

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. **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.

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 8, Item D.

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

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

SIGNATURES ON FOLLOWING PAGE

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 8, Item D.

LESSOR:

LESSEE(S):

THE CITY OF LANDER

Fremont Motor Company
Catherine Guschewsky

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: _____

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 8, ItemD.

THIS HANGAR SPACE LAND LEASE AGREEMENT is made and entered into this 10th day of December 2024, by and between the CITY OF LANDER, a Wyoming municipal corporation, 240 Lincoln Street, Lander, Wyoming 82520, hereinafter referred to as “Lessor”, and Eugene Ferry, whose address is Po Box 1537, 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. 105, 41 feet by 28 feet consisting of approximately 1148 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. . Lessee’s rental fee calculation shall include an additional one-foot perimeter around the foundation for ingress, egress, weeds, grass, and debris.
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 **Five (5) years** commencing on the 10th day of December, 2024, and terminating on the 31st day of December, 2030 unless sooner terminated for any of the reasons set forth in this Lease. Lessee will have the opportunity to renew a lease for one (1) 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 **\$201.24** for the first (1st) year of this Lease as the rental fee for the above-described space. Lessee shall pay to Lessor

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 8, Item D.

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.

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

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 8, Item D.

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 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.

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 8, Item D.

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 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: Eugene Ferry
Address: PO Box 1537, Lander, WY 82520
Email: sferry@wyoming.com Phone: 307-438-1970

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

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 8, Item D.

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:
 - (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

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 8, Item D.

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 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

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 8, Item D.

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. **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.

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 8, Item D.

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

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

SIGNATURES ON FOLLOWING PAGE

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 8, Item D.

LESSOR:

LESSEE(S):

THE CITY OF LANDER

Eugene Ferry

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: _____

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 8, ItemD.

THIS HANGAR SPACE LAND LEASE AGREEMENT is made and entered into this 10th day of December 2024, by and between the CITY OF LANDER, a Wyoming municipal corporation, 240 Lincoln Street, Lander, Wyoming 82520, hereinafter referred to as “Lessor”, and Fremont Motor Company, whose address is 906 Main St, Suite D, 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. 109, 60 feet by 82 feet consisting of approximately 4920 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. . Lessee’s rental fee calculation shall include an additional one-foot perimeter around the foundation for ingress, egress, weeds, grass, and debris.
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 **Five (5) years** commencing on the 10th day of December, 2024, and terminating on the 31st day of December, 2030 unless sooner terminated for any of the reasons set forth in this Lease. Lessee will have the opportunity to renew a lease for one (1) 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 \$812.45 for the first (1st) year of this Lease as the rental fee for the above-described space. Lessee shall pay to Lessor

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 8, Item D.

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 \$0.156 (2024 rate) per 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. 109

Plane Number: N79GS
Manufacturer: Cessna
Year/Make/Model: 1963 182F
Registered Owner(s): Steve Horne
Address of Lessee: 906 Main St; Suite D
Business Phone of Lessee: 307-332-8352
Cell Phone of Lessee: 307-349-2571
Email of Lessee: cguschewsky@fremontmotors.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.

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 8, Item D.

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.

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

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 8, Item D.

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 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.

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 8, Item D.

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 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: Fremont Motor Company

Address: 906 Main St; Suite D

Email: cguschewsky@fremontmotors.com Phone: 307-332-8352

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

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 8, Item D.

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:
 - (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

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 8, Item D.

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 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

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 8, Item D.

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. **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.

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 8, Item D.

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

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

SIGNATURES ON FOLLOWING PAGE

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 8, Item D.

LESSOR:

LESSEE(S):

THE CITY OF LANDER

Fremont Motor Company
Catherine Guschewsky

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: _____

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

THIS HANGAR SPACE LAND LEASE AGREEMENT is made and entered into this 10th day of December 2024, by and between the CITY OF LANDER, a Wyoming municipal corporation, 240 Lincoln Street, Lander, Wyoming 82520, hereinafter referred to as “Lessor”, and Jay Taylor, whose address is 380 Christina Drive, Lander WY 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. 513, 50 feet by 50 feet consisting of approximately 2500 square feet, Hunt Field, Lander Wyoming, together with the right of ingress and egress. Lessee accepts the premises “AS IS” without any express or implied warranties as to its condition or fitness for a particular purpose. Lessee’s rental fee calculation shall include an additional one-foot perimeter around the foundation for ingress, egress, weeds, grass, and debris.
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 **five (5) years** commencing on the 10th day of December 2024, and terminating on the 31st day of December 2030 unless sooner terminated for any of the reasons set forth in this Lease. Lessee will have the opportunity to renew a lease for an additional five (5) year period 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 \$421.82 for the first (1st) year of this Lease as the rental fee for the above-described space. Lessee shall pay to Lessor

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 8, Item D.

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 \$0.156 (2024 rate) per 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. 513

Plane Number: _____
Manufacturer: _____
Year/Make/Model: _____
Registered Owner(s): __Jay Taylor
Address of Lessee: __380 Christina Drive_____
Business Phone of Lessee: _____
Cell Phone of Lessee: __307-349-2045_____
Email of Lessee: _____

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.

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 8, Item D.

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.

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

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 8, Item D.

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 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.

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 8, Item D.

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 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: Jay Taylor
Address: 380 Christina Drive
Email: Phone: 307-349-2045

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

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 8, Item D.

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:
 - (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

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 8, Item D.

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 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

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 8, Item D.

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. **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.

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 8, Item D.

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

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

SIGNATURES ON FOLLOWING PAGE

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 8, Item D.

LESSOR:

LESSEE(S):

THE CITY OF LANDER

Jay Taylor

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: _____

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

THIS HANGAR SPACE LAND LEASE AGREEMENT is made and entered into this 10th day of December 2024, by and between the CITY OF LANDER, a Wyoming municipal corporation, 240 Lincoln Street, Lander, Wyoming 82520, hereinafter referred to as “Lessor”, and Jeff Kimber, whose address is 1631 Squaw Creek Rd, Lander WY 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. 514, 42 feet by 40 feet consisting of approximately 1680 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. . Lessee’s rental fee calculation shall include an additional one-foot perimeter around the foundation for ingress, egress, weeds, grass, and debris.
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 **five (5) years** commencing on the 10th day of December 2024, and terminating on the 31st day of December 2030 unless sooner terminated for any of the reasons set forth in this Lease. Lessee will have the opportunity to renew a lease for an additional five (5) year period 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 \$288.29 for the first (1st) year of this Lease as the rental fee for the above-described space. Lessee shall pay to Lessor

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 8, Item D.

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 \$0.156 (2024 rate) per 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. 514

Plane Number: N82870
Manufacturer: Aeronca
Year/Make/Model: 1946 7AC Champ
Registered Owner(s): Jeffrey Kimber
Address of Lessee: 1631 Squaw Creek Rd
Business Phone of Lessee: 307-332-2792
Cell Phone of Lessee: 307-349-4403
Email of Lessee: jkimber@bresnan.net

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.

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 8, Item D.

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.

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

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 8, Item D.

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 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.

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 8, Item D.

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 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 unrestrictive 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: Jeff Kimber
Address: 1631 Squaw Creek Rd
Email: jkimber@bresnan.net Phone: 307-349-4403

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

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 8, Item D.

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:
 - (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

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 8, Item D.

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 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

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 8, Item D.

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. **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.

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 8, Item D.

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

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

SIGNATURES ON FOLLOWING PAGE

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 8, Item D.

LESSOR:

LESSEE(S):

THE CITY OF LANDER

Jeff Kimber

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: _____

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

THIS HANGAR SPACE LAND LEASE AGREEMENT is made and entered into this 10th day of December 2024, by and between the CITY OF LANDER, a Wyoming municipal corporation, 240 Lincoln Street, Lander, Wyoming 82520, hereinafter referred to as “Lessor”, and Troy R Jones, MD, P.C., whose address is 2240 North 2nd 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. 108, 48.5 feet by 39 feet consisting of approximately 1891.5 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. . Lessee’s rental fee calculation shall include an additional one-foot perimeter around the foundation for ingress, egress, weeds, grass, and debris.
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 **Five (5) years** commencing on the 10th day of December, 2024, and terminating on the 31st day of December, 2030 unless sooner terminated for any of the reasons set forth in this Lease. Lessee will have the opportunity to renew a lease for one (1) 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 \$323.00 for the first (1st) year of this Lease as the rental fee for the above-described space. Lessee shall pay to Lessor

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 8, Item D.

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 \$0.156 (2024 rate) per 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. 108

Plane Number: N879PT
Manufacturer: Porto Aviation Group
Year/Make/Model: 2019 Risen 914 Turbo
Registered Owner(s): Troy R Jones, MD, P.C.
Address of Lessee: 2240 N 2nd st
Business Phone of Lessee: 307-332-0910
Cell Phone of Lessee: 307-438-8217 or 307-409-5453
Email of Lessee: troy@troyjonesmd.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.

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 8, Item D.

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.

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

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 8, Item D.

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 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.

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 8, Item D.

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 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: Troy Jones
Address: 2240 North 2nd St, Lander, WY 82520
Email: troy@troyjonesmd.com Phone: 307-409-5453

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

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 8, Item D.

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:
 - (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

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 8, Item D.

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 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

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 8, Item D.

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. **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.

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 8, Item D.

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

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

SIGNATURES ON FOLLOWING PAGE

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 8, Item D.

LESSOR:

LESSEE(S):

THE CITY OF LANDER

Troy Jones

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: _____

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
ADVANCED HEATING INC.	New heater install at ""cold storage"" street sho	6,987.00
Total ADVANCED HEATING INC. (1417):		6,987.00
ALERT 360	Acct #30014565 Panic Button Monitoring Nov2	252.00
Total ALERT 360 (1467):		252.00
ALSCO	Community Center Linens	34.30
ALSCO	Community Center Linens	145.22
ALSCO	Community Center Linens	34.30
ALSCO	Community Center Linens	296.81
ALSCO	Community Center Linens	86.81
ALSCO	Community Center Linens	34.30
Total ALSCO (917):		631.74
APPARATUS EQUIPMENT & SERVICE	Updated emergency lighting on Rescue 1 per Fi	4,928.78
APPARATUS EQUIPMENT & SERVICE	Upgrade lighting on Rescue 1 per Fire1	3,872.00
Total APPARATUS EQUIPMENT & SERVICE (1471):		8,800.78
ATEC	Outfit new police car	14,328.68
ATEC	Outfit police car	14,316.53
ATEC	Outfit Police car	14,559.97
Total ATEC (1468):		43,205.18
AYRES ASSOCIATES INC	Master Planning through November 16, 2024	9,752.10
Total AYRES ASSOCIATES INC (1434):		9,752.10
BADGER METER INC	Beacon Mobile Hosting Nov2024 & Read Modul	1,526.40
Total BADGER METER INC (44):		1,526.40
BALSAMROOT ROASTERS LLC	1/2 Recipient	14,021.25
Total BALSAMROOT ROASTERS LLC (1465):		14,021.25
BEACON ATHLETICS LLC	City Park ADA Bleachers	12,399.00
Total BEACON ATHLETICS LLC (1470):		12,399.00
BLACK HILLS ENERGY	Acct #3608 1654 36 NOV2024	760.48
BLACK HILLS ENERGY	Acct #3608 1654 36 NOV2024	1,119.00
BLACK HILLS ENERGY	Acct #3608 1654 36 NOV2024	2,472.32
BLACK HILLS ENERGY	Acct #3608 1654 36 NOV2024	552.83
BLACK HILLS ENERGY	Acct #3608 1654 36 NOV2024	2,884.22
BLACK HILLS ENERGY	Acct #3608 1654 36 NOV2024	44.04
Total BLACK HILLS ENERGY (465):		7,832.89
CASELLE INC	Prof fees	1,000.00

Total CASELLE INC (86):		1,000.00
CITY OF RIVERTON	1/2 Air Transportation	46,335.79
Total CITY OF RIVERTON (943):		46,335.79
CITY PLUMBING & HEATING INC	Repairs to Community Center gas supply syste	1,624.64
CITY PLUMBING & HEATING INC	Replace drinking fountain filter, and fixed a leaki	395.65
Total CITY PLUMBING & HEATING INC (105):		2,020.29
CITY SERVICE VALCON	Jet Fuel - Airport	17,459.57
Total CITY SERVICE VALCON (1146):		17,459.57
COMMUNICATION TECHNOLOGIES INC	Telemetrics Ellis & Hospital	2,449.00
Total COMMUNICATION TECHNOLOGIES INC (116):		2,449.00
CROELL INC	1"" minus gravel	2,289.94
CROELL INC	credit for invoice 877764 1"" minus rock	119.38-
CROELL INC	concrete for sinks canyon bore cap	474.50
CROELL INC	2' super blocks	200.00
CROELL INC	Credit on Account	11.00-
Total CROELL INC (1452):		2,834.06
DEPT OF ENVIRONMENTAL QUALITY	Tank registration for the Jet A and 100LL tanks	400.00
Total DEPT OF ENVIRONMENTAL QUALITY (139):		400.00
DOWL	Engineering for CD23514 to be reimbursed by T	1,975.82
Total DOWL (147):		1,975.82
DRUG TESTING SERVICES LLC	employee screening	165.00
DRUG TESTING SERVICES LLC	employee screening	65.00
Total DRUG TESTING SERVICES LLC (148):		230.00
EATON SALES & SERVICE	CP testing on the UST	1,168.50
Total EATON SALES & SERVICE (150):		1,168.50
EMPLOYEE REIMBURSEMENTS	TRAVEL - LAS VEGAS	384.00
EMPLOYEE REIMBURSEMENTS	WAUGH TRAVEL - LAS VEGAS	384.00
EMPLOYEE REIMBURSEMENTS	MATTOCKS TRAVEL - LAS VEGAS	432.00
Total EMPLOYEE REIMBURSEMENTS (154):		1,200.00
FAIRFIELD TREE AND LAWN CARE	Community Center and Golf Course - Processe	7,000.00
Total FAIRFIELD TREE AND LAWN CARE (1055):		7,000.00
FLEX SHARE BENEFITS	HRA - Waugh	1,000.00
FLEX SHARE BENEFITS	FlexShare Benefits Oct2024	250.90
FLEX SHARE BENEFITS	HRA - DeBolt	1,000.00

Total FLEX SHARE BENEFITS (173):		2,250.90
FREMONT CO SOLID WASTE DISPOS	old hockey board disposal	35.40
FREMONT CO SOLID WASTE DISPOS	4th rodeo cleanup	273.00
Total FREMONT CO SOLID WASTE DISPOS (183):		308.40
FREMONT COUNTY ASSN OF GOV	1/2 Ground Transportation	23,167.89
Total FREMONT COUNTY ASSN OF GOV (187):		23,167.89
FREMONT COUNTY TREASURER	Dispatch - Police & Fire	499.24
FREMONT COUNTY TREASURER	Dispatch - Police & Fire	17,695.81
Total FREMONT COUNTY TREASURER (190):		18,195.05
GOBLE SAMPSON ASSOCIATES INC	Chlorine pump pumpheads	1,436.00
Total GOBLE SAMPSON ASSOCIATES INC (206):		1,436.00
HACH COMPANY	Hose assembly for CL17 Chlorine meters	836.20
Total HACH COMPANY (214):		836.20
HAMILTON LAND SURVEYING INC	Corp Survey	7,329.50
Total HAMILTON LAND SURVEYING INC (1265):		7,329.50
HDR ENGINEERING INC	Baldwin Creek and Main Study	6,330.00
HDR ENGINEERING INC	Sidewalk Job Gannett Peak	1,655.00
HDR ENGINEERING INC	Tank and Pump Station Construction Engineerin	10,212.55
HDR ENGINEERING INC	Buena Vista Eng	17,878.75
HDR ENGINEERING INC	Adding PushRoot Ct to Buena Vista Project	1,941.25
HDR ENGINEERING INC	GIS Services	1,292.50
HDR ENGINEERING INC	CMAR and Project Phasing	5,965.00
Total HDR ENGINEERING INC (994):		45,275.05
HIGH COUNTRY CONSTRUCTION	Tank and Pump Station	571,080.46
Total HIGH COUNTRY CONSTRUCTION (1062):		571,080.46
HOMETOWN OIL	#1 Dyed Diesel	343.29
HOMETOWN OIL	Fuel	234.22
Total HOMETOWN OIL (230):		577.51
HSI WORKPLACE COMPLIANCE SOLUTIONS INC	Manager Training	400.00
HSI WORKPLACE COMPLIANCE SOLUTIONS INC	LMS safety Training	10,108.38
Total HSI WORKPLACE COMPLIANCE SOLUTIONS INC (1418):		10,508.38
L N CURTIS & SONS	replacement bunker pant suspenders	81.21
Total L N CURTIS & SONS (276):		81.21
LANDER CHAMBER OF COMMERCE	2024-2025 Annual MOU with Chamber	15,000.00

Total LANDER CHAMBER OF COMMERCE (282):		15,000.00
LANDER ELKS LODGE #2317	Down payment for Christmas Party Catering	1,000.00
Total LANDER ELKS LODGE #2317 (1361):		1,000.00
LANDER FREE MEDICAL	1/2 Recipient	2,004.01
Total LANDER FREE MEDICAL (1458):		2,004.01
LANDER SENIOR CITIZENS CENTER	Maintenance - NOV2024	4,977.36
Total LANDER SENIOR CITIZENS CENTER (296):		4,977.36
LANDER VALLEY AUTO PARTS	Tire pressure sensors	75.32
Total LANDER VALLEY AUTO PARTS (1031):		75.32
LISA KISLING LAW OFFICE LLC	Public Defender Nov. 2024	167.76
Total LISA KISLING LAW OFFICE LLC (1463):		167.76
MASA	Dec-24	912.00
Total MASA (1167):		912.00
MASTERCARD	cable adapter for meter laptop	9.95
MASTERCARD	cable adapter for meter laptop	12.50
MASTERCARD	Pizza meal for fire prevention week	63.26
MASTERCARD	Canva - Yearly Subscription shared with Parks a	119.99
MASTERCARD	brake module	74.17
MASTERCARD	Acct #156821201 OCT2024 phone	259.96
MASTERCARD	Acct #156821201 OCT2024 phone	259.98
MASTERCARD	Acct #156821201 OCT2024 phone	259.98
MASTERCARD	Acct #156821201 OCT2024 phone	519.96
MASTERCARD	Acct #156821201 OCT2024 phone	259.98
MASTERCARD	Acct #156821201 OCT2024 phone	259.98
MASTERCARD	Acct #156821201 OCT2024 phone	259.98
MASTERCARD	Acct#173012201 OCT2024	449.50
MASTERCARD	Acct#173012201 OCT2024	449.50
MASTERCARD	Meal	30.71
MASTERCARD	LVFD meeting	70.37
MASTERCARD	Supplies	163.91
MASTERCARD	fuel	53.00
MASTERCARD	Rebate	2.53-
MASTERCARD	online training course for Brett	150.00
MASTERCARD	warn winch remote	224.85
MASTERCARD	Supplies	16.48
MASTERCARD	training course for Russ	150.00
MASTERCARD	training for Debolt	150.00
MASTERCARD	training course for Bobby	208.00
MASTERCARD	Fuel Rebate	.53-
MASTERCARD	Hotel Rebate	16.64-
MASTERCARD	Acct #333979797 Sept, Aug, Nov 2024	181.04
MASTERCARD	Publication fees	2,727.94
MASTERCARD	Acct #333475947 Sept, Oct, Nov 2024	262.89
MASTERCARD	Acct #333469244 Oct & Nov 2024	362.83
MASTERCARD	Acct #333636735 Oct & Nov 2024	235.75
MASTERCARD	Acct #333645632 Oct & Nov 2024	221.50

MASTERCARD	subscription	1,253.34
MASTERCARD	misc supplies for summer projects	748.89
MASTERCARD	Fraud Transaction Refund	1,836.17-
MASTERCARD	LED Solar Stop Signs	4,604.33
MASTERCARD	Rental for Lift for 4th of July by LOTRA	302.02
MASTERCARD	IMLA membership	514.00
MASTERCARD	Credit Card Redemption Points	3,465.00-
MASTERCARD	Phones	218.98
MASTERCARD	Phones	249.08
MASTERCARD	Phones	290.06
MASTERCARD	Phones	25.76
MASTERCARD	Phones	113.85
MASTERCARD	Mobile Data Terminal Mounts	730.46
MASTERCARD	power inverter for meter reader hand held	87.99
MASTERCARD	Cleaning supplies	58.90
MASTERCARD	Supplies	155.70
MASTERCARD	Prof Fees - LLC	249.00
MASTERCARD	Latex gloves for Chemical feed rooms	24.99
MASTERCARD	repair string trimmer, sharpen saw blades	193.45
MASTERCARD	cleaning supplies	52.15
MASTERCARD	Gas WAMCAT Board Meeting	37.42
MASTERCARD	lagoon test for Russ	106.00
MASTERCARD	Window Treatment for new cars	247.20
MASTERCARD	shop supplies	227.01
MASTERCARD	Wiper blades for PW1 and electrical tester for in	32.97
MASTERCARD	November 2024 1st set of BacT samples	75.00
MASTERCARD	PD Supplies	100.67
MASTERCARD	Investigation supplies	165.59
MASTERCARD	SDS binders and display racks	275.94
MASTERCARD	AAA batteries	58.99
MASTERCARD	Toner for fire hall printer	168.89
MASTERCARD	2 gallon ziploc	29.88
MASTERCARD	wall decor clocks for remodel	107.98
MASTERCARD	Kleenex tissue for airport terminal	27.70
MASTERCARD	chairs for remodeled conference room	1,519.98
MASTERCARD	Fittings for the windsock at the airport	33.92
MASTERCARD	office supplies File folders	202.18
MASTERCARD	Flash drives for office supply cabinet	38.62
MASTERCARD	Blinds Pull Bead Chain Repairer Kit, toner for th	329.99
MASTERCARD	heavy duty steel clip for the 100LL fuel ground c	55.10
MASTERCARD	Office chair for the one that broke	169.99
MASTERCARD	Promotional Books	79.92
MASTERCARD	signs, mouse trap for ponds	324.21
MASTERCARD	Dock for Kevin Green	46.99
MASTERCARD	Office Montiros	418.42
MASTERCARD	Monitors	312.84
MASTERCARD	Parks and Rec Director PC	639.99
MASTERCARD	November Chamber Newsletter Inserts - Light U	151.26
MASTERCARD	Water Bills - Oct2024	695.45
MASTERCARD	sun visor	183.61
MASTERCARD	Stickers for new vehicles	39.53
MASTERCARD	Computers	1,721.98
MASTERCARD	wrpa confrence Lodging Jason and Lori	415.84
MASTERCARD	Alignment for Rescue 1	109.95
MASTERCARD	Snow board	21.10
MASTERCARD	Toner	72.78
MASTERCARD	Grippy work gloves for sludge removal	17.09
MASTERCARD	B3 Plans Examiner Exam ICC	240.00
MASTERCARD	Cleaning supplies	101.25
MASTERCARD	AWS	23.99

MASTERCARD	Supplies	20.00
MASTERCARD	Dues	170.00
MASTERCARD	Car wash patrol vehicle L2	15.30
MASTERCARD	Floor mats for new patrol vehicle	29.99
MASTERCARD	Lodging for 2024 Caselle Conf.	655.84
MASTERCARD	air tire chuck and gauge	67.25
MASTERCARD	Trees	582.00
MASTERCARD	Housekeeping Supplies	108.48
MASTERCARD	Acct #8313 30 500 0003689 Sept. 2024 Spectr	14.22
MASTERCARD	Acct #8313 30 500 0003689 Sept. 2024 Spectr	121.76
MASTERCARD	Acct #8313 30 500 0003689 OCT2024 phone	14.22
MASTERCARD	Acct #8313 30 500 0003689 OCT2024 phone	121.76
MASTERCARD	Credit hours to renew weed and pest licenses	70.00
MASTERCARD	Hours for weed and pest license	35.00
MASTERCARD	Hours for weed and pest license	15.00
MASTERCARD	Room signs for remodel	65.84
MASTERCARD	cleaning supplies buildings	127.38
MASTERCARD	Parts for the Windsock at the airport	559.36
MASTERCARD	Evidence packaging tape	133.00
MASTERCARD	Eye droppers for Inv class using pigs blood	12.91
MASTERCARD	adapter cable for meter computer	19.99
MASTERCARD	Dome light parts for Patrol Vehicle	153.60
MASTERCARD	Acct #3024-9062730-001 Trash Removal OCT	718.02
MASTERCARD	Acct #3024-9062730-001 Trash Removal OCT	972.44
MASTERCARD	Acct #3024-9062730-001 Trash Removal OCT	149.57
MASTERCARD	Acct #3024-9062730-001 Trash Removal OCT	170.79
MASTERCARD	Acct #3024-9062730-001 Trash Removal OCT	156.62
MASTERCARD	dump run chairs	5.00
MASTERCARD	Google Workspace Nov2024	853.20
MASTERCARD	Google Workspace Nov2024	853.20
MASTERCARD	Wall thermostat for shop	25.19
MASTERCARD	Desk	1,269.99
MASTERCARD	Supplies	80.00
MASTERCARD	DUI Team	69.05
MASTERCARD	Materials for city hall remodel	1,708.84
MASTERCARD	materials for office remodel	2,090.97
MASTERCARD	October Wastewater Samples	309.00
MASTERCARD	October Wastewater Sampling	309.00
MASTERCARD	Water Treatment Plant Quarterly TOC Sampling	163.00
MASTERCARD	October Wastewater Samples	309.00
MASTERCARD	October Wastewater sampling	309.00
MASTERCARD	hardware for worthan valve	67.28
MASTERCARD	screws and batteries	37.62
MASTERCARD	Valve for bathroom at shop	15.99
MASTERCARD	New tubing for tanker truck level tube	14.94
MASTERCARD	hasps for locking stilling well	19.98
MASTERCARD	Cutting wheels	7.17
MASTERCARD	manifold gaskets oil pressure sensor purge valv	149.53
MASTERCARD	filter and bulb's	24.08
MASTERCARD	cable for inverter	51.15
MASTERCARD	WT-8 parts	79.20
MASTERCARD	battery	144.83
MASTERCARD	filters for stock	78.81
MASTERCARD	belt and tensioner	147.35
MASTERCARD	SeA foam	8.99
MASTERCARD	filter, wipers	73.35
MASTERCARD	Oil	103.74
MASTERCARD	DEF for sewer jet	32.98
MASTERCARD	control arms	357.02
MASTERCARD	air regulator, fuse folders	67.01

MASTERCARD	fuses and electric power steering fluid	45.48
MASTERCARD	credit belt	33.87-
MASTERCARD	stock order	286.09
MASTERCARD	Health Fair	63.61
MASTERCARD	Lodging for 2024 Caselle Conf.	302.92
MASTERCARD	Lodging for 2024 Caselle Conf.	302.92
MASTERCARD	Paper	541.30
MASTERCARD	concrete 80 lbs for sinks canyon bore	143.08
MASTERCARD	concrete for fence post	24.00
MASTERCARD	Storage	40.00
MASTERCARD	AutoCAD single license	2,641.00
MASTERCARD	Monitors	211.86
MASTERCARD	Gator starters	167.00
MASTERCARD	ESRI License Renewal - Contributor	250.00
MASTERCARD	ESRI Contributor License	700.00
MASTERCARD	Testing tuition	106.00
MASTERCARD	conference table for new remodel	1,849.00
MASTERCARD	Hose fittings	25.17
MASTERCARD	NOV2024 Vonage	827.40
MASTERCARD	NOV2024 Vonage	827.39
MASTERCARD	Replacement AED for Senior Center, and one fo	2,704.48
MASTERCARD	Data Storage for the Police Department	56.50
MASTERCARD	No parking signs for the fire hall	137.64
MASTERCARD	Paint rollers	6.83
MASTERCARD	Marking paint	17.98
MASTERCARD	Batterys	12.58
MASTERCARD	Pump oil for trash pumps	49.80
MASTERCARD	4 inch pvc cap	15.29
MASTERCARD	Lucas oil red and tacky grease	86.30
Total MASTERCARD (327):		50,170.81
METRON FARNIER	50 stock meters	20,944.47
METRON FARNIER	Meter Replacement Project	294,943.49
Total METRON FARNIER (1451):		315,887.96
NORCO INC	Acct #GT871 Cylinder Rental	100.75
NORCO INC	Acct #GT871 Acetylene and Pressure gauge	99.92
Total NORCO INC (364):		200.67
NORTHWEST PIPE FITTINGS	tapping saddles for sinks canyon bore	830.86
NORTHWEST PIPE FITTINGS	bore tracer wire for sinks canyon bore	166.03
NORTHWEST PIPE FITTINGS	sinks canyon service line fitting	36.72
Total NORTHWEST PIPE FITTINGS (369):		1,033.61
O'REILLY AUTO PARTS	Vacuum tubing	5.04
Total O'REILLY AUTO PARTS (376):		5.04
PATRICK CONSTRUCTION INC	Sinks Canyon bore service's	25,563.00
Total PATRICK CONSTRUCTION INC (385):		25,563.00
PREMIER VEHICLE INSTALLATON INC	Magnum light bar lenses	153.60
Total PREMIER VEHICLE INSTALLATON INC (836):		153.60

QUADIENT INC	Postage	1,000.00
Total QUADIENT INC (1189):		1,000.00
RDO EQUIPMENT CO	Pads for backhoe	319.24
Total RDO EQUIPMENT CO (1414):		319.24
REWORX	Professional services	3,615.00
Total REWORX (1347):		3,615.00
RIVER OAKS COMMUNICATIONS CORP	Franchise Legal	3,255.00
Total RIVER OAKS COMMUNICATIONS CORP (1402):		3,255.00
ROCKY MOUNTAIN POWER	Acct#58604211-001 3 Nov2024	3,556.13
ROCKY MOUNTAIN POWER	Acct#58604211-001 3 Nov2024	301.45
ROCKY MOUNTAIN POWER	Acct#58604211-001 3 Nov2024	1,315.16
ROCKY MOUNTAIN POWER	Acct#58604211-001 3 Nov2024	4,286.05
ROCKY MOUNTAIN POWER	Acct#58604211-001 3 Nov2024	340.66
ROCKY MOUNTAIN POWER	Acct#58604211-001 3 Nov2024	95.60
ROCKY MOUNTAIN POWER	Acct#58604211-001 3 Nov2024	5,076.05
ROCKY MOUNTAIN POWER	Acct#58604211-001 3 Nov2024	3,516.91
ROCKY MOUNTAIN POWER	Power to Ellis Tank	2,473.00
ROCKY MOUNTAIN POWER	Acct #58693041-001 2 Street Lights	4.58-
ROCKY MOUNTAIN POWER	Acct #58693041-001 2 Street Lights	9.94-
Total ROCKY MOUNTAIN POWER (435):		20,946.49
STRIKE CONSULTING GROUP	McFarlane Dr Bid Services	3,008.75
STRIKE CONSULTING GROUP	Stream Gaging for Sewer	821.25
STRIKE CONSULTING GROUP	Research alternate construction techniques for	1,546.25
STRIKE CONSULTING GROUP	Sewer Master Plan	5,256.25
STRIKE CONSULTING GROUP	Construction Engineering Meters	4,241.25
Total STRIKE CONSULTING GROUP (1112):		14,873.75
SUMMIT FIRE & SECURITY	Prof Fees - Police	1,484.38
Total SUMMIT FIRE & SECURITY (1279):		1,484.38
SUMMIT WEST CPA GROUP P.C.	Audit	6,050.00
SUMMIT WEST CPA GROUP P.C.	Audit	6,050.00
Total SUMMIT WEST CPA GROUP P.C. (1328):		12,100.00
SWEETWATER AIRE	AC Repair - Chamber Bldg	334.62
Total SWEETWATER AIRE (484):		334.62
TEAM LABORATORY CHEM LLC	mega bugs winter blend	3,842.50
Total TEAM LABORATORY CHEM LLC (493):		3,842.50
THE LIGHTNER SAMS FOUNDATION OF WY	donation refund due since TMLC is on hold	84,000.00
Total THE LIGHTNER SAMS FOUNDATION OF WY (1466):		84,000.00
TYLER TECHNOLOGIES	Professional Services for Year on E-Ticket Syst	4,911.86

Total TYLER TECHNOLOGIES (1129):		4,911.86
USDA - FOREST SERVICE	Payer Code 0003297582 Reservoir 2022, Rese	337.02
Total USDA - FOREST SERVICE (534):		337.02
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
Total WALLER, TECIA (1333):		4,500.00
WATER REFUNDS	REFUND - WATER 21.0770.6 Malcolm	134.53
Total WATER REFUNDS (552):		134.53
WESTERN LAW ASSOCIATES	Trials-Prosecuting Attorney	3,507.74
Total WESTERN LAW ASSOCIATES (559):		3,507.74
WHITING LAW PC	Professional Services November 2024	612.50
Total WHITING LAW PC (564):		612.50
WYDOT - AERONAUTICS DIVISION	Overpayment from the Seal Coat and mark pav	13,437.08
Total WYDOT - AERONAUTICS DIVISION (1472):		13,437.08
WYDOT - FUEL TAX DIVISION	2025 Motor Fuel License renewal application	50.00
Total WYDOT - FUEL TAX DIVISION (1358):		50.00
WYOGLOSS LLC	Windshield	357.98
WYOGLOSS LLC	driver window	178.53
Total WYOGLOSS LLC (1370):		536.51
WYOMING ASSN OF RURAL WATER	2025 Membership	495.00
Total WYOMING ASSN OF RURAL WATER (598):		495.00
WYOMING MACHINERY CO.	Filtes	295.82
WYOMING MACHINERY CO.	filters	75.26
Total WYOMING MACHINERY CO. (610):		371.08
WYOMING RETIREMENT SYSTEM	Volunteer Firefighter Retirement	637.50
Total WYOMING RETIREMENT SYSTEM (614):		637.50
WYOMING STATE FIREMEN'S ASSN.	Mutual Aid Department death benefit.	2,010.00
Total WYOMING STATE FIREMEN'S ASSN. (615):		2,010.00
Grand Totals:		1,469,990.86

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 10/19/2024 – 11/18/2024

Cemetery = \$167.75

Municipal Court = \$1,370.25

Park = \$1,749.00

Police = \$1,584.00

Weed & Pest = \$4,385.96

November 29, 2024 Net Payroll
\$ 231,724.94

Transmittals	
Aflac	\$ 467.29
Child Support	\$ 1,554.50
Colonial Life	\$ 232.55
Payroll Taxes	\$ 86,388.85
Fascorp - Deferred Comp	\$ 7,115.00
FlexShare Benefits	\$ 866.67
NCPERS - Prudential Life	\$ 128.00
Trustmark Insurance Benefits	\$ 394.65
Unum	\$ 16.70
WEBT - WY Educators Benefit Trust (Health Ins.)	\$ 86,299.46
Workers Comp	\$ 5,126.49
Wyoming Retirement System	\$ 59,607.34

Ordinance 2024-08

City Attorney suggested amendments for second reading at the Regular City Council meeting of December 10, 2024.

Proposed Amendment– Move to amend Ordinance 2024-08 to include changes as proposed by City Attorney Phillips as presented.

Adam's final legal review resulted in the two following suggestions:

1. Removing daily penalties for consistency with recent code changes in park rules.

4-2-2 Violations And Remedies

D. Persons or corporations convicted of violations of this ordinance shall be fined in accordance with the City of Lander Municipal Bond Schedule for each offense.

2. Delete the appeal process of administrative actions because the Board of Appeals has been reformed for this purpose.

4-4-7 Board Of Adjustment – Appeals

A. The decision of the Board of Adjustments may be reviewed by the district court pursuant to Rule 12 of the Wyoming Rules of Appellate Procedure in accordance with W.S. 15-1-609.B.

ORDINANCE 2024-08

REPEALING CITY OF LANDER MUNICIPAL CODE TITLE 4 - ZONING, SECTIONS 4-1-1 THROUGH 4-15-9 IN ITS ENTIRETY AND REPLACING IT WITH TITLE 4 - PLANNING AND ZONING

NOW THEREFORE, be it ordained by the Governing Body of the City of Lander, Fremont County, Wyoming that the City of Lander Title 4 Zoning Code Sections 4-1-1 through 4-15-9 shall be repealed in its entirety and replaced with Title 4 Planning and Zoning to better serve the housing, zoning, planning and subdivision needs of the community.

WHEREAS, notice of a public hearing and first reading was published in the Lander Journal September 14 and 21, 2024; and

WHEREAS, a copy of the proposed Title 4 Planning and Zoning Code is posted on the City of Lander website.

WHEREAS, repealing Title 4 shall necessarily supersede the following ordinances: Ordinance 1023, 3/14/2000, Ordinance 1041 4/10/2001, Ordinance 1093 4/26/2005, Ordinance 1152 1/13/2009, Ordinance 1198 10/27/2015, and Ordinance 1234 3/10/2020.

WHEREAS, the following summary of changes are being proposed:

1. Expand the horizontal building space on a lot by decreasing setbacks, reducing off street parking spaces, and eliminating the maximum lot coverage.
2. Expand the vertical building space on a lot by increasing maximum building heights
3. Increase the housing opportunities by increasing the number of family dwellings and the number of residential structures allowed in some zones.
4. Increase the housing opportunities by decreasing the minimum lot width in some zones.
5. Maintain the character of the R-1 and R-2 zones by restricting the number of accessory buildings per lot.
6. Reduce the required individual public notice requirement from 400 feet to 140 feet in compliance with Wyoming State Statutes.
7. The Subdivision Rules, including Public Unit Development and Development Plans, will be moved to a separate document and adopted by a Resolution of City Council concurrently with Title 4.
8. All Design Specifications will be moved to a separate document and adopted by a Resolution of City Council concurrently with Title 4.
9. Publish a new zoning map to reflect lot line discrepancies and adopted zoning changes and annexation changes approved through the Planning Commission and Board of Adjustment from 2022-2024.

NOW, THEREFORE, BE IT RESOLVED City of Lander City Code Title 4 Planning and Zoning be amended to read as follows:

TITLE 4 PLANNING AND ZONING

Section 1 - Zoning General Provisions

4-1-1 Authority

4-1-2 Purpose

4-1-3 Definitions

4-1-4 Application

4-1-1 Authority

This ordinance is adopted pursuant to and in accordance with the authority vested in the City Council of the City of Lander, Wyoming by the statutes of the State of Wyoming, W.S. §§ 15-601 through 15-1-611 as from time to time may be amended.

4-1-2 Purpose

These regulations have been made in accordance with the policies and recommendations set forth in a duly adopted Master plan, as may be amended from time to time, and have been enacted with the following purposes in mind:

- A. to lessen congestion in the streets by coordinating land use with adopted transportation plans and policies, as may be amended from time to time.
- B. to secure safety from fire, floods and other hazards.
- C. to provide adequate light and air for urban dwellers.
- D. to promote the most appropriate use of land to ensure orderly growth and to prevent overcrowding.
- E. Facilitate adequate provisions for transportation, water, sewerage, schools, parks and other public requirements to serve present and future populations.
- F. to conserve the value of structures and lands by insuring a compatible arrangement of land uses; and
- G. to otherwise promote the public health and general welfare of the community.

4-1-3 Definitions

The following words, terms and phrases are hereby defined and shall be interpreted in the same fashion throughout this ordinance. The word "shall" is mandatory. The word "may" is permissive. Words used in the present tense shall include the future tense and words in the singular shall include the plural. Terms not herein defined shall have the meaning customarily assigned to them.

For the purpose of interpreting these regulations, the following definitions shall apply:

"Access" permission, liberty or ability to enter, approach or pass to and from a place or to approach or communicate with a person or commercial business or any other approved/legal use of a property.

"Accessory Structure." A subordinate structure with or without a permanent foundation, including but not limited to, detached garages, sheds, temporary and permanent storage structures, the use of which is not intended for residential use and is incidental to that of a main structure located on the same lot.

"Accessory Use." Not a primary permitted use as authorized by these regulations but a subordinate use operated on the same lot as the permitted use or any accessory structure.

"Airport." Hunt Field Airport, the Lander Municipal airport.

"Airport Elevation." The highest point of an airport's usable landing area measured in feet from mean sea level.

"Airport Hazard." Any structure or object of natural growth located on or in the vicinity of a public airport, or any use of land near such airport, which obstructs the airspace required for the flight of aircraft in landing or takeoff at such airport or is otherwise hazardous to such landing or takeoff of aircraft.

"Alley." A minor public right-of-way which provides secondary access to abutting properties.

"Annexation Agreement" shall mean an agreement between the City and a landowner whereby each agrees to not oppose annexation into the City of Lander upon prior completion of improvements within the zone and a request to do so by the City Administration.

"Approach (Airport), Transitional, Horizontal, and Conical Zones." These zones apply to the area under the approach, transitional, horizontal, and conical surfaces defined in FAR Part 77.

"Board of Adjustment." The City of Lander Board of Adjustment appointed by the City Council in accordance with W.S. 15-1-605.

"Board." The Board of Adjustment of the City of Lander, Wyoming.

"Block." A parcel of land, intended for urban development, entirely surrounded by public streets or lands, streams, railroads or highways.

"Childcare." A service licensed by the Wyoming Department of Health provided on behalf of children and their parents and designed to supplement daily parental care.

"City Administration" shall mean the City Planner, City Engineer, Public Works Director, Building Inspector, City Clerk or their designees.

"Clinic" means an establishment where patients are seen for special study and treatment by licensed healthcare professionals and/or their professional associates.

"Commercial Storage Facility." A structure or group of structures that contain varying sizes of individual, compartmentalized, and controlled access stalls or lockers for the dead storage of articles or goods. This use does not allow any active retail uses outside storage, or storage or use of hazardous materials.

"Commission." The City of Lander Planning Commission appointed by the City Council and in accordance with W.S. 15-1-501.

"Conical Surface" A surface extending outward and upward from the periphery of the horizontal surface at a slope of twenty to 1 (20:1) for a horizontal distance of four thousand feet.

"Conditional Use" a use that would not be appropriate in the designated zoning district unless controlled as to number, area, location, or other condition(s) but which is an authorized special exemption to this ordinance.

"Council." The City of Lander City Council.

"County." Fremont County, Wyoming.

"Crematory." Defined by W.S. § 33-16-502.

"Developer." Any person, firm or agency who lays out any subdivision of lots, tracts, parcels, or other unit of land for the immediate or future purpose of sale, building development or redevelopment, for residential, recreational, commercial or public uses.

"District." Any section or area of the City of Lander for which the regulations governing the use of land and the use, density, bulk, height and coverage of structures and other structures are uniform.

"Dwelling." A structure or a portion thereof used for living purposes constituting a separate, independent housekeeping unit which contains eating, sleeping, and sanitary services for residential occupancy, not including Recreational Vehicles which require license plates.

"Dwelling, Single Family." A residential structure designed for and occupied by one family only.

"Dwelling, Two Family." A residential structure containing two dwelling units, designed for occupancy by not more than two families.

"Dwelling, Multi-Family." A residential structure containing more than two dwelling units for family occupancy.

"Easement." A designated area on a tract, block, or lot of land which the owner legally grants the right for the use of others, particularly, public utilities.

"Engineer." A licensed professional engineer registered within the State of Wyoming.

"Family." Single housekeeping unit that consists of eating, sleeping, and sanitary services which has stable, non-transient living arrangements.

"Foster Care." A service licensed by the Wyoming Department of Health and providing care for children in a facility or home on a 24 hour-a-day basis. Categories of foster care specified in this ordinance include:

A. Foster home: allows for the care of three to six children.

B. Group Foster home allows for:

1. The care of seven to eleven children.
2. Adult Day Care as licensed by the Wyoming Department of Health
3. Boarding home as licensed by the Wyoming Department of Health
4. Intermediate Care Facility as licensed by the Wyoming Department of Health

"Frontage." The front part of a single lot or property as determined by the main entrance and street address to the structure or use of the parcel.

"Gaming Commission." The State of Wyoming Limited Gaming Commission.

"Height (Structure Height)." The vertical dimension measured from the average elevation of the finished lot grade at the front of the structure to the highest point of the structure. This definition does not apply to antennas, chimneys, cupolas, and other appurtenances usually placed above the main roof line and not intended for human occupancy.

"Home Business." An accessory use of a dwelling unit or accessory structure for gainful employment involving the manufacture, provision, or sale of goods and/or services.

"Horizontal Surface" A horizontal plane 150 feet above the established airport elevation, the perimeter of which in plan coincides with the perimeter of the horizontal zone.

"Hotel/Motel." A structure which provides a common entrance, lobby, hall and stairways, and in which temporary lodging is provided for compensation.

"Improvements." Man-installed physical features such as pavements, curbs, gutters, sidewalks, water mains, sanitary sewers, storm sewers, grading, street signs, structures, landscaping, and other items for the welfare of the property owners and the general public.

"Instrument." A formal document such as an easement, deed, or contract.

"Junkyard" means a place where waste, discarded or salvaged materials are bought, sold, exchanged, baled, packed, disassembled, handled, or stored, including auto wrecking yards, house wrecking yards, used lumber yards and places or yards for storage of salvaged house wrecking and structural material and equipment; but not including places where such uses are conducted entirely within a completely enclosed structure.

"Lot." Land occupied or intended to be occupied by a main structure and its accessory structures, together with such open spaces as are required by this ordinance and having its principal frontage on a public street or officially approved place. A lot is the land shown as a lot on a recorded subdivision plat.

"Lot Depth and Width." For lots which are not quadrilateral, lot lines shall be determined from a quadrilateral inscribed within the actual boundaries of the lot. The depth of the lot is the distance between the midpoints of the front lot line and the rear lot line. The width is the distance between midpoints of the side lot lines.

"Manufactured Home." A single prefabricated structure built entirely off site in the factory under a federal building code administered by the US Department of Housing and Urban Development (HUD), June 1976. Manufactured homes are intentionally designed with a permanently attached wheeled chassis to ensure long-term portability and are assigned a VIN (vehicle indentation number) or license plate. Manufactured homes are either single or multi-section and are transported to the site and installed per LMC 4.

"Mobile Home or Trailer Home" terms used for manufactured homes produced prior to June 15, 1976, when HUD code went into effect.

"Modular Home" prefabricated home constructed off site in one or more sections and then transported and assembled at the property. Modular homes are built to the International Residential Code (IRC) without a HUD certification. After a modular home is placed on a permanent foundation it will not have any separate distinction from "structure" or "dwelling".

"Manufactured Home Park." A parcel or lot meeting all the requirements of the subdivision regulations of the City of Lander, the lots or homes of which are intended to be separately sold, leased or assigned for use by manufactured homes with vehicle identification numbers to create a suitable environment for long term residential occupancy.

"Mortuary, Funeral Establishment, Funeral Home, Funeral Chapel." Defined by W.S. § 33-16-502.

"Motel/Hotel." A structure which provides a common entrance, lobby, hall and stairways, and in which temporary lodging is provided for compensation.

"Non-Conforming Use." Any pre-existing structure, object of natural growth, or use of land which is inconsistent with the provisions of this ordinance or an amendment thereto.

"Nonprecision Instrument Runway" A runway having an existing instrument approach procedure utilizing air navigation facilities with only horizontal guidance, or area-type navigation equipment, for which a straight-in nonprecision instrument approach procedure has been approved or planned.

"Owner." Any person having a legal or equitable interest in land.

"Parking Space." An off-street space available for the parking of one motor vehicle having an area of not less than 9'x18' (162 square feet) inclusive of passageways, enclosed garages, carports, and driveways appurtenant thereto and having direct access to a street or alley.

"Permitted Use." A use enumerated for a zoning district.

"Person." An individual, firm, partnership, corporation, company, association, joint stock association, or governmental entity. It includes a trustee, receiver, assignee, or similar representative of any of them.

"Plat." A map or drawing prepared in accordance with the adopted subdivision regulations and showing the developed plan for the property consisting of lots, tracts, parcels or other units of property.

"Primary Surface." A surface longitudinally centered on a runway. When the runway has a specially prepared hard surface, the primary surface extends 200 feet beyond each end of that runway; but when the runway has no specially prepared hard surface, or planned hard surface, the primary surface ends at each end of that runway. The width of the primary surface of a runway will be that width prescribed in Part 77 of the Federal Aviation Regulations (FAR) for the most precise approach existing or planned for either end of that runway. The elevation of any point on the primary surface is the same as the elevation of the nearest point on the runway centerline.

"Private Drive." A privately owned, constructed, and maintained surface that may or may not be used by the general public, primarily accessing one or more dwellings or commercial properties. Private Drives may exist in an exclusive or mutual easement when not fully owned by the primary user.

"Professional Structure." The single office or combined offices of a member of a recognized profession maintained for the conduct of that profession excluding retail, businesses that use licensed construction trades, and wholesale trade.

"Public Street." Primary access that is publicly dedicated on a plat recorded at the Fremont County Courthouse and has been accepted for maintenance by the City.

"Public Utility." Any person, firm, corporation, municipal department, or board duly authorized to furnish under state or municipal regulations to the public electricity, gas, steam, communication, telegraph, transportation or water and sewer service.

"Public Works Director." The person appointed as the Public Works Director for the City of Lander, Wyoming. May be referred to as "City Administration."

"Right-Of-Way." A strip of land dedicated for public use by a plat, easement, or some other legal recorded document.

"Runway." A defined area on an airport prepared for landing and takeoff of aircraft along its length.

"Setback." The required distance between every structure's exterior foundation wall and any lot line on the lot on which it is located. The distance is measured from the foundation line to the property line or to lip of the curb if the frontage or side yard is adjacent to a street.

"Setback, Front." The required distance between the exterior of the foundation wall of every structure and the line separating the street side curb and gutter from the street edge, also known as the "lip".

"Setback, Side & Rear." The required distance between every structure's exterior foundation wall and any lot line on the lot on which it is located.

"Short-Term Rental." A dwelling or portion of a dwelling that is rented for a period of fewer than 30 consecutive days. This includes, but is not limited to Airbnb, VRBO and similar short-term vacation and living accommodations.

"Storage Structures, Portable." Any structure, including metal containers, which is so designed and constructed to make it portable and capable of movement from one site to another, is designed to be used without a permanent foundation, designed with the purpose of storing tangible property and not designed for occupancy by person. A portable structure is also considered an "Accessory Structure".

"Storage Structures, Temporary." Any transportable structure, including metal containers, and designed with the sole purpose of storing tangible property, which are placed on a lot for 30 days or less.

"Structure." Anything constructed or erected with a fixed location on, above, or below the ground, or attached to something having a fixed location on the ground, including, but without limitation, residential structures, accessory structures, towers, smokestacks, earth formations, and overhead transmission lines.

"Subdivision." The division of a tract or parcel of land into two or more parts for the creation of a lot, tract, parcel or other unit of land, including lot line adjustments, for the immediate or future purpose of sale, building development or redevelopment, for residential, recreational, industrial, commercial or public uses.

"Tiny Home" - A dwelling structure that is 400 square feet or less in floor area excluding lofts whose structural components meet all the requirements of the International Residential Code Appendix Q as adopted by City Council and may be amended from time to time.

"Tower and Antenna, Commercial Communication." Any structure that is designed and constructed primarily for the purpose of supporting one or more antennas. Tower types include but are not limited to guyed commercial communications towers and antennas, wooden poles, lattice commercial communications towers and antennas and monopoles.

"Transitional Surfaces" these surfaces extend outward at 90-degree angle to the runway centerline, and the runway centerline extended at a slop of 7 feet horizontally for each foot vertically from the sides of the primary and approach surfaces to a point of intersection with the horizontal surfaces.

"Utility Runway." A runway that is constructed for and intended to be used by propeller driven aircraft of 12,500 pounds maximum gross weight and less.

"Visual Runway." A runway intended solely for the operation of aircraft using visual approach procedures with no straight-in instrument approach procedure and no instrument designation indicated on an FAA-approved airport layout plan, a military service's-approved military airport layout plan, or by any planning document submitted to the FAA by competent authority.

"Wireless Communications Facility." An unstaffed facility for the transmission and/or reception of radio frequency (RF) signals usually consists of an equipment shelter or cabinet, a support structure and/or other transmission and reception devices. A wireless communications facility may or may not be affixed to an existing structure (i.e., an existing structure, tower, water tank, utility pole, etc.). The following terms apply to all wireless communication facilities:

- A. Antenna: Any exterior apparatus designed for telephonic, radio or television communications through the sending and/or receiving of electromagnetic waves. Antenna types may be omni-directional whip antenna, directional panel antenna, and ancillary antenna. This definition shall not include antennas used in the reception of television services by consumers.
- B. Co-location: The use of a single support structure and/or site by more than one wireless communications provider.
- C. Equipment Enclosure: A small structure, shelter, cabinet, or vault used to house and protect the electronic equipment necessary for processing wireless communications signals. Associated equipment may include air conditioning and emergency generators.
- D. Guyed Towers: A telecommunications tower that is supported, in whole or in part, by guy wires and ground anchors.
- E. Related Equipment: All equipment ancillary to the transmission and reception of voice and data via radio frequencies. Such equipment may include, but is not limited to, cable, conduit, and connectors.

"Yard." The ground area between any lot line and the structure.

4-1-4 Application

- A. After the effective date of these regulations, no land shall be used or occupied, no lot shall be occupied, altered, or modified, and no structure shall be erected, altered, used or occupied except in conformance with the provisions of these regulations and as they may from time to time be amended.
- B. These regulations shall apply to all private lands within the corporate limits of the City of Lander, Wyoming, as they may from time to time be amended, and to all public lands within the same area that are legally subject to these provisions.
- C. The existence of restrictive covenants or agreements shall not be a substitute for these zoning regulations.
- D. When higher or more restrictive standards are established by the provisions of any other applicable statute, ordinance or regulations, the provision of such other statutes, ordinance or regulations shall apply.
- E. No person, firm or corporation and no officer or employee thereof shall knowingly sell, rent, or lease or offer to sell, rent or lease any land or structure for any use of purpose contrary to the provisions of this ordinance.

Section 2 Administration

4-2-1 Administering And Enforcement Agency

4-2-2 Violations And Remedies

4-2-3 Appeals

4-2-1 Administering And Enforcement Agency

Except where otherwise provided, the City Administration shall be responsible for the general interpretation, enforcement and implementation of this Planning and Zoning Ordinance and shall have the power to issue orders and file complaints to affect such enforcement.

4-2-2 Violations And Remedies

- A. No person shall locate, erect, construct, reconstruct, enlarge, change, maintain, or use any conforming or nonconforming structure or use any land in violation of this ordinance as from time to time may be amended.
- B. The City Administration shall order in writing the remediation of any violation. Such order shall state the nature of the violation, the ordinance provision violated, and the time by which the violation must be corrected. After any such order has been served by City Administration, no work shall proceed on any structure or tract of land covered by such an order except to correct such violation or to comply with the order.
- C. This ordinance shall be enforceable, in addition to the other remedies provided by law, by injunction, mandamus, or proceedings in abatement. Appeals from judgments rendered in any action instituted to enforce this ordinance shall be

permitted and shall be in accordance with the general appeal provisions of Wyoming Rules of Civil Procedure.

- D. Persons or corporations convicted of violations of this ordinance shall be fined in accordance with the City of Lander Municipal Bond Schedule for each offense.

4-2-3 Appeals of a Decision of City Administration

- A. Any order or decision of a City Administrator of this ordinance may be appealed to the Board of Adjustment by any person or agency affected by any such order or decision in accordance with W.S. 15-1-607. Any such appeal shall be filed within 30 days from the date of the action appealed from by filing a written notice of appeal specifying the grounds for the appeal with the City of Lander. Forms shall be provided for this purpose by the City of Lander. Upon receipt of a notice of appeal, the City of Lander shall transmit to the Board of Adjustment the notice of appeal and all of the original documents, or true copies thereof, constituting the record upon which the action being appealed from was filed.
- B. An appeal shall stay all proceedings in furtherance of the action appealed from, unless the City of Lander certifies to the Board of Adjustment after notice of appeal has been filed that by reason of facts stated in the certificate a stay would cause imminent peril to life or property. The Board of Adjustment after receipt of the certificate and after a public hearing may allow the original order or decision to stand or the Board of Adjustment may stay the original order or decision appealed. If the Board reaffirms the order or decision of the City Administration, proceedings shall not be stayed except by a restraining order which may be granted by a court of record after giving due notice to the City of Lander.

Section 3 Amendment Procedures

4-3-1 Amendment Procedures - Statement Of Policy

4-3-2 Amendments - Type And How Made

4-3-3 Amendments - Public Hearing Requirements

4-3-4 Amendments – Right to Public Petition for Protest

4-3-5 Amendments - Limitations On Filing

4-3-1 Amendment Procedures - Statement Of Policy

It is the intent of the City of Lander that these Planning and Zoning regulations, which include this ordinance and the District Zoning Map, have been established for the purpose of promoting sound and desirable development and for maintaining stable land use patterns. In harmony with this purpose, the ordinance and map shall not be amended except to (1) correct an obvious error or oversight in the regulations, or (2) to recognize the promotion of public health, safety and general welfare. In conformity with this statement of policy, the City Council and the City of Lander may initiate amendments, or any person, firm or corporation may initiate amendments in the manner hereinafter set forth.

4-3-2 Amendment - Type And How Made

A. Amendments shall be of two types:

1. Language amendments which seek to change the wording of the zoning ordinance; and
2. Zoning map amendments which seek to change the district boundary lines on the District Zoning Map.

B. Upon recommendation of the Planning Commission or upon receipt of an approved application for amendments of this ordinance of either type, the Planning Commission shall deliberate on the suggested amendments in accordance with this ordinance. It shall be the responsibility of City Administration to have applications available that clearly state the requirements and procedures for each amendment type.

4-3-3 Amendments - Public Hearing Required

- A. The City Council shall hold a public hearing on all amendments to this ordinance and to the District Zoning Map at which all interested parties shall have an opportunity to be heard. Notice of the time and place of the public hearing and the nature of the amendments sought shall be given by two publications in a newspaper of general circulation in the City, one of which is at least 15 days before the date of such hearing and a public notice mailed to the property owners within 140 feet of the premises. After the public hearing which may also constitute the first reading of the amendment, the City Council shall conduct two additional readings of the amendment when the Council is able to take action, provided the proposed amendment receives an affirmative vote.
- B. Prior to the advertised public hearing before the City Council, the Planning Commission shall review any proposed amendments to this ordinance or to the District Zoning Map and after due deliberation, shall certify its findings and make recommendations for approval or denial (in whole or in part) to the City Council in writing.
- C. No zoning amendments shall be considered by the Council until after the Planning Commission has reviewed it and the Commission has forwarded its findings and the recommendations to the Council. In its deliberations on zoning matters before it, the Council shall take into consideration any evidence and material available to it, comments of public agencies or private citizens and the findings and recommendations of the Planning Commission. No zoning change shall be put into effect unless an ordinance is passed through three readings with the majority of the Council votes in favor of its adoption.

4-3-4 Amendments – Right to Public Petition of Protest

In the event of a protest to a proposed amendment to the District Zoning Map duly signed and acknowledged by the owners of twenty percent (20%) or more of the area of the lots included in the proposed change, or of those immediately adjacent within a distance of one hundred forty (140) feet, the change is not effective except upon the affirmative vote of three-fourths (3/4) of all the members of the governing body. In determining the one hundred forty (140) feet, the width of any intervening street or alley shall not be included in accordance with W.S 15-1-601. B. All protests to a proposed amendment to the District Zoning Map, or any withdrawals from such a protest, shall be filed with City Administration on an approved application containing a petition form at least 24 hours before the time set by notice for the Council meeting at which the proposed ordinance containing the amendment will be considered.

4-3-5 Amendments - Limitations On Filing

No application for the change of a zoning district classification shall be made by a property owner or his agent for any land area which has been the subject of a public hearing conducted by the City Council within the immediately preceding 12-month period and which hearing resulted in a rejection of the proposed zoning. This limitation shall not apply to land for which a different zoning classification is sought than the one rejected by the Council.

Section 4 Board Of Adjustment

4-4-1 Board of Adjustment - Creation

4-4-2 Board Of Adjustment - Powers And Jurisdiction

4-4-3 Board Of Adjustment - Rules For Proceeding Before the Board of Adjustment

4-4-4 Board of Adjustment – Variance Requests

4-4-5 Board of Adjustment - Conditional Use Permit Requests

4-4-6 Board of Adjustment - Nonconforming Use Request

4-4-7 Board of Adjustment - Appeals

4-4-1 Board of Adjustment - Creation

A Board of Adjustment consisting of the Lander Planning Commission is hereby created in accordance with W.S. 15-1-605(c). The Board of Adjustment shall adopt rules and regulations necessary to the conduct of its function which are consistent with the ordinance and state law. A copy of such rules shall be subject to approval of the governing body and kept on file by the City Clerk for public inspection.

4-4-2 Board Of Adjustment - Powers And Jurisdiction

- A. A Board of Adjustment for the City of Lander shall have the powers and duties in accordance with W.S. § 15-1-608 as exists now and may hereafter be amended which is hereby adopted by reference.
- B. The Board has the power to hear and decide on applications in variance of the strict application of the zoning ordinance. A Variance shall remain in effect for as long as the land use is effective and shall be recorded with the title of the affected property.
- C. The Board has the power to hear and decide special exemptions to the terms of

the ordinance which are hereby defined as Conditional Use Permits. Conditional Use permits remain in effect for as long as the specific applicant owns the property or requests an expiration or change of conditions.

- D. The Board has the power to hear and decide on applications requesting permission to retain a Nonconforming Use. Nonconforming Use Permits are of two types: 1. Nonconforming Use and 2. Nonconforming Setback or Utility Installation Registration. Approval of Type 2" Nonconforming Setback and Utility Installation Registration" may be delegated to City Administration in lieu of a full public process that results in a Board Decision and Order. Nonconforming Use permits remain in effect until such time that the use or the structure is demolished, destroyed or deemed to be abandoned for a period of 12 months or more.

4-4-3 Rules For Proceeding Before The Board Of Adjustment

The Board of Adjustment shall deliberate on the applications of any agency or official or in regard to Variances, Conditional Uses and Nonconforming Uses from the provisions of this zoning ordinance in accordance with W.S. 15-1-608. Application Forms shall be made available by City Administration. A Decision shall be reached only after a public hearing. The Board shall fix a reasonable time and place for the hearing and shall proceed in accordance with the following rules:

- A. Public notice shall be given of all hearings. Public notice shall consist of one publication of a notice by the City in a newspaper of general circulation at least 15 days prior to the hearing. Public notice shall also be mailed to the property owners within 140 feet of the premises in a timely manner. The newspaper and mailed notices shall identify the applicant, shall briefly state the nature of the appeal or the variance sought and shall give the date, time and place of the hearing. All hearings shall be open to the public.
- B. At any public hearing, any interested party may appear in person or be represented by an agent or attorney and, after being duly sworn, may offer evidence and testimony and cross examine witnesses.
- C. All witnesses shall be sworn or shall affirm their testimony in the manner required in courts of record.
- D. All testimony and evidence shall be presented publicly.
- E. The Board shall keep a record of the proceedings for each matter heard which shall be kept on file and copies made available to any party at cost. The record of proceedings may include documents and physical evidence considered in the case.
- F. The Board shall render a written Decision and Order on each case heard within 30 days of the hearing. Each decision must be accompanied by reasons therefore and based on findings of fact. The record shall show the grounds for each decision and the vote of each member upon each question. The record of proceedings shall be public record.
- G. For Variances only, In addition to this Decision and Order and record of

proceedings, the City Administration shall cause a description of each variance granted, to be filed with the title of the affected property. The description shall include the nature of the variance, any time limitations and any special conditions imposed by the Board.

4-4-4 Board Of Adjustment – Variance Requests

- A. Upon receipt of an approved application for a variance the Board may vary or adjust the strict application of any of the requirements pursuant to this ordinance if after due process it is determined that the strict application of any provision of meets all of the following:
 - 1. There are special circumstances or conditions, fully described in the Board's findings, which are peculiar to the land or building for which the adjustment is sought and do not apply generally to land or buildings in the neighborhood and have not resulted from any act of the applicant subsequent to the adoption of the ordinance.
 - 2. Circumstances or conditions are such that the strict application of the provisions of the ordinance would deprive the applicant of the reasonable use of the existing land or building, the granting of the adjustment is necessary for the reasonable use thereof and the adjustment as granted is the minimum adjustment that will accomplish this purpose, High cost alone, when following this ordinance is not a reasonable basis for granting the owner a variance.
 - 3. The granting of the adjustment is in harmony with the general purposes and intent of the ordinance and will not be injurious to the neighborhood or otherwise detrimental to the public welfare.
- B. The Board may grant exceptions and variances upon request after a showing that an illegal construction or a nonconforming building or use existed for a period of at least five (5) years in violation of local ordinance and the City Administration has not taken steps toward enforcement. Approval of this type of Variance or nonconformance may be delegated to City Administration in lieu of a full public process that results in a Board Decision and Order.
- C. If a petition protesting the proposed conditional use and signed by 20% or more of the property owners within 140 feet of the premises is presented to the Board before a decision is reached, then the permit shall not be granted without the affirmative vote of three-fourths of all the Board members per W.S 15-1-603. Petition forms shall be made available by City Administration.

4-4-5 Board of Adjustment - Conditional Use Permit Requests

- A. Upon receipt of an approved application, the Board may authorize special exemptions to this code as a Conditional Use. Conditional uses are those that would not be appropriate in the designated area unless controlled as to number, area, and location, or other condition, and included in the list of allowed

conditional uses for each zoning district as provided by this ordinance. Application for a conditional use permit shall be made to the Board of Adjustment and shall include any information the Board may require as set forth in their adopted rules and procedures. Permissible Conditional Use Applications are as follows:

1. Childcare
2. Group/Foster Home (WY Department of Health Licensed Facility)
3. Home Business
4. Short-term Rental/Bed and Breakfast
5. RV campground
6. Medical Office/clinic
7. Professional office (other than Medical)
8. Motel/Hotel
9. Restaurant
10. Gaming Establishment
11. Communication Tower
12. Junkyard
13. Other similar used as approved by the Board.

- B. The Board may subject conditional use permits to such conditions as it may deem necessary to preserve and protect the character of the area and the safety of the public. The subsequent violation of any condition shall be deemed a violation of this ordinance as well as grounds for revocation of the permit.
- C. If a petition protesting the proposed conditional use and signed by 20% or more of the property owners within 140 feet of the premises is presented to the Board before a decision is reached, then the permit shall not be granted without the affirmative vote of three-fourths of all the Board members per W.S 15-1-603. Petition forms shall be made available by City Administration.

4-4-6 Board of Adjustment - Non-Conforming Use Requests

- A. Upon receipt of an approved application, the Board may authorize a Nonconforming Use Permit. Within the zoning districts established by this ordinance and amendments that may later be adopted, there exists land and land uses which were lawful before this ordinance was passed or amended, but which would be affected by the terms of future amendments. Therefore, it is the intent to permit these nonconforming uses to continue if the applicant meets all the requirements of this section as listed below. It is further the intent that these nonconforming uses shall not be used as grounds for allowing other uses prohibited elsewhere in the district.
- B. The Board has the authority to delegate the approval for a nonconformance to City Administration ONLY when a landowner is simply registering a Nonconforming Setback or Utility Installation that exists for 5 years or more and which were lawful before this ordinance was passed or amended. Registration for nonconforming setbacks or utility installation shall be submitted on an approved form provided by City Administration.

- C. Any existing structure devoted to a use not permitted by this ordinance in the zoning district in which it is located shall not be enlarged, extended, constructed, reconstructed, moved or structurally altered except when changing the nonconforming use of the structure to a use permitted in the zone in which it is located.
- D. Any nonconforming use may be extended throughout any parts of a structure which were manifestly arranged or designed for such use at the time of adoption, as defined in this ordinance, but no such use shall be extended to occupy any land outside such land or structure.
- E. If no structure alterations are made, any nonconforming use of the structure, or structures and premises, may be changed to another nonconforming use provided that the Board of Adjustment deliberates on an approved application and considers the following:
 - 1. The nature and purpose of the existing nonconforming use.
 - 2. The difference in quality and character of the proposed use.
 - 3. The difference in the degree of the use of the proposed use, including but not limited to hours of operation and parking requirements.
 - 4. The reasons for the proposed change; and
 - 5. The overall impact of the proposed use on the surrounding property.
- F. Any structure, or structures and land in combination, in or on which a nonconforming use is superseded by a permitted use, shall thereafter conform to the regulations for the district in which such structure(s) is located, and the nonconforming use may not be thereafter resumed.
- G. When a nonconforming use of a structure, or structures and premises in combination, is discontinued or abandoned for one (1) year or more, the structure, or structures and premises in combination, shall not thereafter be used except in conformance with the regulations of the district in which it is located. Abandonment shall include, but not be limited to, cessation of the use for one (1) year or more. The owner, occupant or user shall have the burden to show that the structure, lot, or use was lawfully established.
- H. Where nonconforming use status applies to a structure and premises in combination, removal or destruction of the structure shall eliminate the nonconforming status of the land. Destruction for the purpose of this ordinance is defined as damage to an extent of more than fifty (50) percent of the replacement cost at the time of destruction.

4-4-7 Board Of Adjustment – Appeals

A. The decision of the Board of Adjustments may be reviewed by the district court pursuant to Rule 12 of the Wyoming Rules of Appellate Procedure in accordance with W.S. 15-1-609.B.

B.

Section 5 Planning Commission

4-5-1 Planning Commission - Creation

4-5-2 Planning Commission - Powers And Jurisdiction

4-5-3 Planning Commission – Rules for Proceeding Before the Planning Commission

4-5-4 Planning Commission - Annexations and De-annexations

4-5-5 Planning Commission – Creation of Zone Districts and Zoning Requests

4-5-6 Planning Commission – District Zoning Map

4-5-7 Planning Commission – Subdivision And Land Use Regulations

4-6-8 Planning Commission - Water and Sewer Requests Outside the City Limits

4-5-9 Planning Commission – Issuance of Solar Rights Permits

4-5-1 Creation

- A. A Planning Commission for the City of Lander of five to seven members is established in accordance with W.S. § 15-1-502 (1977) as the same now exists or may hereafter be amended. Members shall be appointed without respect to political affiliation by the Mayor, with the advice and consent of the Council. The term of each member shall be three years.
- B. The Planning Commission shall adopt rules and regulations necessary to the conduct of its functions which are consistent with this ordinance and state law. Such rules and regulations shall be subject to approval by the Council and a copy of the same shall be kept on file by the City Clerk for public inspection.

4-5-2 Powers And Jurisdiction

The Planning Commission has the following powers and jurisdiction in accordance with W.S 15-1-507 and 15-1-601 which is incorporated herein by reference:

- A. To hear and make recommendations to the City Council on all planning and zoning applications ensuring that the application is consistent with this ordinance and the adopted Zoning Map, Master Plan Transportation plans, and Subdivision Regulations of the City of Lander as from time to time may be amended.
- B. To and make recommendations to the City Council on proposed changes to the language of this Planning and Zoning ordinance.
- C. To review and recommend to the City Council approval or denial of annexation and de-annexation requests.
- D. To review and recommend to the City Council approval or denial of zoning and rezoning requests.
- E. To review and recommend to the City Council approval or denial of subdivision plats, both those of which that are within the corporate limits of the City as well as those that are within one mile of said corporate limits.

- F. To review and if in compliance, approve Development Plans and Planned Unit Developments subject to the currently adopted Subdivision Rules and Regulations as may from time to time be amended.
- G. To review in accordance with the adopted Water and Sewer Master Plans, as may from time to time be amended, and recommend to the City Council approval or denial of requests for water and/or sewer services outside City limits.

4-5-3 Planning Commission – Rules for Proceeding Before the Planning Commission

- A. The Planning Commission shall deliberate on all proposed changes to this ordinance, including changes to the zoning map, and make recommendations to the City Council for adopting changes by ordinance. Requests for changes may be initiated by the governing body, the planning commission itself, or an individual application as stated in the Amendment Procedures of these regulations.
- B. The Planning Commission shall deliberate on all requests submitted on an approved application form in accordance with these regulations and make a recommendation to the Governing Body.
- C. The Commission has the authority to hold a public hearing on all Subdivision and Planned Unit Development requests prior to making a recommendation to City Council. If a public hearing is afforded, the Commission shall fix a reasonable time and place for the hearing, notify all landowners within 140 feet of the action, and shall advertise the public hearing a minimum of 15 days prior to the hearing.
- D. Subdivision and Planned Unit Development applications to the Planning Commission shall follow all the requirements set forth in the City of Lander Subdivision Rules and Regulations as adopted by Resolution of the City Council as may from time to time be amended.
- E. All applications shall also be reviewed by City Administration, including but not limited to, the Public Works Director, City Engineer, Fire Administrator, Building Department, Parks and Recreation Department, and Planning Department or designated staff as appropriate for each application.

4-5-4 Annexations and De-annexations

All proposed annexations to the City shall be referred to and reviewed by the Planning Commission. Rules for annexations of the following types are set forth in accordance with W.S. 15-1-401 to 15-1-423, inclusive. For all annexation requests or actions, the Commission shall review the land to be annexed with reference to the adopted Zoning Map, Master Plans, Transportation plans, and Subdivision Regulations of the City of Lander as from time to time may be amended. For all types of annexations, the Commission shall deliberate on the appropriate zoning district as requested by the annexation applicant and include their recommendation for zoning to the City Council at the same time as the matter comes before the Council for approval.

- A. Annexation of territories initiated by Governing Body.

1. In any annexation proceeding the governing body shall establish a date, time and place for a public hearing to determine if the proposed annexation complies with W.S. 15-1-402. The hearing shall be held not less than thirty (30) days nor more than one hundred eighty (180) days after the petition has been certified to be complete.

2. The clerk shall give notice of the public hearing by publishing a notice at least twice in a newspaper of general circulation in the territory sought to be annexed. The first notice shall be given at least fifteen (15) business days prior to the date of the public hearing.

3. If more than fifty percent (50%) of the landowners, or if a landowner or landowners owning more than fifty percent (50%) of the area to be annexed file written objections with the clerk of the annexing municipality within twenty (20) business days after the hearing under W.S. 15-1-405(a) no further action under W.S. 15-1-404 may be taken on any area within the proposed annexation within two (2) years.

4. If seventy-five percent (75%) or more of the perimeter of the area to be annexed is contiguous to the corporate limits of the annexing city or town, the provisions of subsection (c) of this section do not apply and the proposed annexation shall not be protested.

5. No annexation under W.S. 15-1-404 shall create an area which is situated entirely within the boundaries of the city or town but is not annexed.

B. Annexation by petition of a single or multiple adjacent landowners.

1. Annexation may be initiated by a written petition signed and dated by a majority of the landowners owning a majority of the area sought to be annexed, excluding public streets and alleys and tax-exempt property

2. No signature on the petition is valid if it is dated more than one hundred eighty (180) days prior to the date of filing the petition with the clerk. No person signing a petition for annexation may withdraw his signature from the petition after it has been filed with City Administration.

3. City Administration shall within ten (10) days from the date the petition is filed, determine if the petition substantially complies with this article and forward the petition to the Commission.

4. There are no public hearings required for an annexation by petition.

C. Annexation by subdivision.

1. The owner of any land within or contiguous to any city or town may subdivide the land into lots, blocks, streets, avenues and alleys and other grounds as an addition to the City of Lander.

2. After public hearing and deliberation by the Commission, approval by City

Council, and when filed with the County Clerk it is equivalent to a deed in fee simple to the city or town from the owner, of all streets, avenues, alleys, public squares, parks and commons and of that portion of the land set apart for public and city use, or dedicated to charitable, religious or educational purposes.

3. When all improvements are accepted by City Council, the subdivision is a part of the city or town for all purposes, and the inhabitants of the addition are entitled to all the rights and privileges and subject to all the laws, ordinances, rules and regulations of the city or town.

4. When annexation by subdivision is requested, City Administration shall notify to the appropriate County officials of the pending request.

D. Annexation of contiguous cities or towns.

When any city or town desires to be annexed to another contiguous city or town, their governing bodies shall meet to determine the terms and conditions on which the proposed annexation might be made. If the governing body of each city or town approves of the terms and conditions proposed, the governing body of the city or town to be annexed shall circulate a written petition requesting annexation subject to the terms and conditions set forth in W.S. 15-1-403 among the city's or town's qualified registered electors. Once the petition is signed by at least a majority of the qualified registered electors residing in the city or town, as determined by the records of the county clerk, it shall be filed with the clerk of the annexing city or town.

E. Municipal de-annexation by petition of a single or multiple landowners.

1. Any landowner within a city or town may petition the governing body of the city or town to have his land or a portion of it de-annexed and the boundaries of the city or town redrawn so their land is outside the city or town boundaries. The landowner shall file the petition with the planning commission and shall also provide a copy of the petition to the county commissioners of the affected county. The county commissioners shall, within sixty (60) days, prepare a report on the impact of the de-annexation. The affected city or town may not take any action on the petition for de-annexation until after the sixty (60) day period. The commissioners may establish rules and regulations for the area to be de-annexed which are consistent with county land use plans and zoning ordinances.

2. The petitioner shall be responsible for publishing a public notice of the petition in a newspaper of general circulation in the affected municipality no more than ten (10) days after filing the petition with the municipal clerk. The notice shall also include a map showing identifiable landmarks and boundaries.

3. The governing body of the city or town may by ordinance provide for this de-annexation and redrawing of boundaries provided that:

- a. The owners of all the land to be de-annexed either sign the petition for de-annexation or consent to the de-annexation within

one hundred twenty (120) days after the final passage of the de-annexation ordinance and before its effective date. The passage of the ordinance shall serve as the consent of the city or town for any land owned by the city or town within the area to be de-annexed.

b. The ordinance is adopted within one hundred twenty (120) days after the receipt of the de-annexation petition and within one hundred eighty (180) days after the landowner's signature of the petition, unless a further consent of all the landowners is obtained before the effective date of the ordinance; and

c. If the de-annexation causes land within the city or town boundaries to no longer be contiguous with the rest of the city or town, the de-annexation ordinance may be adopted only with the consent of all the owners of the land to be isolated by the de-annexation.

4. If the city or town owns any rights-of-way, easements, streets or other property or improvements within the area to be de-annexed it may:

a. Vacate or abandon them.

b. Transfer them to the county government with the consent of the county commissioners.

c. Agree to transfer them to another city or town upon completion of the annexation of all or part of the de-annexed land to that other city or town.

d. Retain ownership of them.

5. No de-annexation shall create an area which is situated entirely within the municipality but is not a part of the municipality.

6. The landowner petitioning to have land de-annexed, and his successors and assigns shall remain liable for any assessments incurred or levied while the land was within the city or town boundaries and for all mill levies necessary to repay any indebtedness that was outstanding at any time the property was within the city or town boundaries. Neither the de-annexation nor subsequent annexation to or incorporation as another city shall increase or decrease these liabilities.

4-5-5 Planning Commission – Creation of Zoning Districts and District Regulations

In order to effectively carry out the provisions of these regulations the lands within the corporate limits of the City of Lander shall be divided into the following zoning districts:

- A. A - Agricultural District.
- B. R-1 - Single Family Residential District.
- C. R-2 - Single Family and Multi-Family Residential Low-Density District.
- D. R-3 - Single Family and Multi-Family, Manufactured Home Residential Medium Density District.
- E. R-5 - Multi-Family Residential High-Density District.
- F. R-MED - Single Family, Multi-Family Low Density Residential and Medical Services District.
- G. C - General Commercial District.
- H. M-I - Manufacturing and Light Industrial District.
- I. PL - Public Lands District.
- J. APD - Airport Protection District (Overlay zone)

4-5-6 District Zoning Map

A. The boundaries of these Zoning Districts are hereby established as shown on a map entitled "District Zoning Map, Lander, Wyoming." This map, and all official amendments thereto, are hereby declared to be part of this ordinance.

B. The City Clerk shall maintain the District Zoning Map to accurately represent the zoning district and classifications created by ordinance. The map shall constitute prima facie evidence of district boundaries.

C. Unless otherwise defined, district boundary lines are intended to be lot lines; the center line of streets, alleys, channelized waterways or other similar rights-of-ways; the center line of blocks; section or township lines; municipal corporate lines; the center line of streambeds or other line dimensions or drawn to scale on the District Zoning Map.

D. It is the intent of this ordinance that all lands lying within the corporate boundaries shall be within one of the enumerated zoning districts. If any such land is determined not to be within one of the enumerated districts for whatever reason or cause, then no permits shall be issued for the use of the land or for the erection or alteration of any structures on the land until the area has been examined by the City Council and zoning classification has been established within a reasonable period of time.

E. All territory which shall hereafter be annexed to the City of Lander shall be in one of the defined Districts unless otherwise designated by the City Council, as a part of the annexation and zoning process. Such a zone district classification, once established, may be amended pursuant to the procedures established by this ordinance.

4-5-7 Planning Commission - Subdivision And Land Use Regulations

- A. Purpose - These regulations have been promulgated and adopted with the following purposes in mind:

1. To ensure orderly development in conformance with a duly adopted Master Plan.
2. To protect the public health, safety and general welfare of present and future residents of the City of Lander, Wyoming.
3. To establish standards and procedures for the protection of the common interests of the general public, the landowner and the developer.
4. To protect the character and value of lands and buildings throughout the City of Lander and minimize conflicts among the uses of land and buildings.
5. To provide safe and adequate transportation systems, utilities and other public facilities.
6. To establish adequate and accurate records of land subdivisions.
7. To encourage the use of innovative land planning and urban design techniques.

B. Application: These regulations shall apply to:

1. All of the lands within the boundaries of the City of Lander, Wyoming as they shall from time to time be amended.
2. Any proposed division of real property within the City limits of Lander must comply with Section 4-11-2 of the Lander City Codes with application and approval by the Planning Commission. No person shall subdivide any lot or tract of land without first applying for a subdivision, obtaining a recommendation from the Lander Planning Commission and approval of the City Council.
3. None of the provisions of these regulations shall be construed to require replatting in any case in which subdivision plats have been made and legally recorded pursuant to any regulations previously in force; and all plats heretofore filed for record and not subsequently vacated are hereby declared valid, notwithstanding the fact that the procedures or the manner and form of acknowledgement may have been different than those prescribed by these regulations. However, if any such subdivision has never been or has partially been improved with paved streets, curb, gutter, sidewalks and proper utility lines, no building permit will be issued for those lots within such subdivision or part thereof that does not have direct access to said improvements until those public improvements have been installed according to the adopted City of Lander Engineering Standards and Specifications Manual - Most Recent Edition. The financial responsibility for installing those improvements rests with the owner(s) of record of that/those lot(s). The owner(s) that must have those public improvements installed shall make application to the City for the establishment of a Public Improvement District as provided under Chapter 15, Title 6, Wyoming State Statutes (1977), as amended, with said District being of sufficient size to encompass the entire subdivision or a portion thereof as determined by the City Engineer/Public Works Director.

C. Exemptions:

1. These regulations shall not apply to:
 - a. The subdivision of land for and creation and/or the sale of cemetery lots.
 - b. The sale of land to the State of Wyoming, U.S. Government or any political subdivision thereof.

c. A lot, tract, or parcel of land 35 acres or more in size.

D. Subdivisions within one (1) mile of City Limits:

1. All Planned Subdivisions within one (1) mile of the City Limits shall be reviewed by the Planning Commission and Certified by the City Council. The Plat shall be reviewed to ensure it:
 - a. Conforms to any adopted street plan of the city, town or county.
 - b. Contains all areas for streets, roads and alleys that are dedicated to rights-of-way.
 - c. Contains dedicated easements for all existing and proposed utilities; and
 - d. Contains any additional criteria the governing body of the city or town and the board of county commissioners agree to through a jointly adopted plan or voluntary agreement.
2. When executed, acknowledged and approved as provided in this section, the Plat shall be filed and recorded in the office of the clerk of the proper county.

E. Administration

1. These regulations shall be administered by the City of Lander City Hall Administration.
2. All plats submitted to the City Council of the City of Lander shall first have been examined by the City Engineer/Public Works Director and the Planning Commission in accordance with the procedures established by this ordinance. As a part of their examination, the Staff and the Commission may consult with other public or private agencies to determine whether or not the plat as proposed will contribute to the orderly growth and development of the City. The City Hall Administration shall receive all materials required to be submitted by these regulations.
3. Preliminary and final subdivision plats, supporting materials and any Department's recommendations thereon shall be reviewed and evaluated by the Planning Commission. After concluding its examination, the Planning Commission shall, in the case of Preliminary Plats, notify the developer of its decision in writing, and in the case of Final Plats communicate its findings and recommendations to the City Council in writing. The actions of the City Administration, the Commission and the Council shall be governed by the procedures and schedules hereinafter set forth.
4. The City shall not extend utilities and services and shall not approve any proposed subdivision of land which by itself or as a part of a larger tract, is contiguous to or completely surrounded by the boundaries of the City unless the Preliminary Plat submitted to the Planning Commission is accompanied by a properly acknowledged petition for annexation to the City and a separate application for proper zoning.

5. The City Administration shall review both the annexation petition and the Preliminary Plat for accuracy and completeness and shall process the plats as if the land were already a part of the City. The required plats and the annexation petition may be considered by the City simultaneously; however, final action by the City Council on the annexation petition and zoning shall precede or be taken concurrently with final action on the Final Plat.

F. Appeals

Any developer or landowner aggrieved by the action of the Planning Commission or the administrative staff of the City of Lander in their administration of these regulations, may request a hearing before the City Council. The request shall be in writing, shall be submitted to the City Administration within thirty (30) days of the receipt of such a request, the City Council shall hold a hearing to determine the proper disposition of the matter. At the hearing, the Council shall consider not only the developer's/landowner's appeal, but also the written or verbal comments of the Commission, agency or person appealed from. The Council shall either reaffirm or modify the decision of the Commission, agency or person and note the decision in the record of its hearing. The developer or landowner may then proceed with the subdivision of the land based upon this decision of the Council. This decision shall be binding upon all agencies and administrative personnel of the City of Lander.

4-5-8 Planning Commission – Water and Sewer Requests Outside the City Limits

- A. Applications for water and/or sewer services outside the City limits shall be on an approved form provided by City Administration. Applications shall be reviewed by the Planning Commission, shall follow all the requirements set forth in the City of Lander Water and Sewer Master plans as adopted by City Council and as may from time to time be amended.
- B. All applications shall also be reviewed by City Administration, including but not limited to, the Public Works Director, City Engineer, Fire Administrator, Building Department, Parks and Recreation Department, and Planning Department or designated staff as appropriate for each application.
- C. The City Administration has the authority to require water rights be relinquished to make an appropriate water supply for the new service.
- D. The City Administration has the authority to approve water and sewer taps outside the City limits in exchange for utility easements.
- E. If a determination is made to allow water and/or sewer services outside the City Limits, and City Administration deems it prudent to postpone the annexation to a later date, then the landowner shall sign an Annexation Agreement provided by City Administration.
- F. Determinations for Water and/or Sewer requests outside City limits shall be given to the applicant in writing as well as recorded in the Planning Commission Minutes.

4-5-9 Planning Commission – Issuance of Solar Rights Permits

- A. Authority - This Section and City Ordinance 1214 dated June 13, 2017, is adopted pursuant to and in accordance with the authority vested in the City Council of the

City of Lander, Wyoming by the Statutes of the State of W.S. §§ 34- 22-101 through 34-22-106.

B. Purpose - The purpose of this Section is to protect the health, safety and general welfare of the community by encouraging the use of solar energy systems. The overall objective of this Section is to provide adequate protection from interference by structures, trees, or topography. It is the intent of this Section to provide a means of protection for the use of solar collectors without causing undue hardships on the rights of adjacent property owners and to establish solar collectors as permitted use in all zoning districts.

C. A solar permit shall be granted by the Planning Commission only after an approved application form for solar access permit has been duly processed with the appropriate public hearing and review by City Administration as provided in Ordinance 1214. Ordinance 1214 as may from time to time be amended is incorporated by reference.

Section 6 General Zoning Requirements

4-6-1 Accessory Uses

4-6-2 Division Of Lots Not allowed without Subdivision

4-6-3 Zone Lot For Structures

4-6-4 Temporary Dwellings

4-6-5 Legal Access

4-6-6 City Easements And Rights-Of-Way

4-6-7 Off-Street Parking And Loading Requirements6.24.140 Street Addressing

4-6-8 New And Modified Commercial Communication Towers And Antennas

4-6-1 Accessory Uses

A. Any use which complies with all of the following conditions may be operated as an accessory use:

1. does not include residential occupancy.
2. is clearly incidental and customary to and commonly associated with the operation of the permitted use (examples may be detached garages, storage sheds or metal containers, home offices, etc.).
3. is operated and maintained under the same ownership and on the same lot as the permitted use.
4. does not include structures or structural features inconsistent with the permitted uses of the zoning district).
5. if operated wholly or partly within a structure containing the permitted use, the gross floor area utilized by the accessory use shall not exceed 30% of the gross floor area of the permitted use.
6. if in a separate, detached structure from a permitted use, the gross floor area devoted to the accessory use shall not exceed the gross floor area as

defined in the International Residential Code (IRC).

7. Accessory Structure General Requirements – Non-residential Districts -

- a. Accessory Structures are permitted on Commercial, Manufacturing-Industrial and Agricultural lots without permit but shall be placed in accordance with the required front and side rear setback line for that zoning district.
- b. Under no circumstances shall an accessory structure be placed over a utility easement or a public right-of-way.
- c. When the lot of the accessory structure is directly abutting a residential district parcel or lot, the setback requirements of that residential district shall be used for front, side and rear setbacks.

8. Accessory Structure General Requirements – All Residential Districts- in all residential districts, accessory structures shall be permitted by a placement or building permit as appropriate. Accessory Structures shall be located behind the front setback line, or the side yard setback if adjacent to a street, as defined that that district's regulations and permitted to meet the following requirements.

- a. Side yard setback of detached accessory structure in all residential districts: 5 feet.
- b. Rear yard setback of detached accessory structure in all residential districts: 5 feet.
- c. Under no circumstances shall an accessory structure be placed over a utility easement or a public right-of-way
- d. Maximum height of detached accessory structures in all residential districts: 20 feet
- e. Maximum height of detached accessory structures in Commercial District: 45 feet.

9. General Requirements for Portable and Temporary Storage Structures

- a. Portable storage units (i.e., skid sheds, metal containers) shall be considered an accessory structure in a residential district.
 - (1) A placement permit from City Administration shall be required prior to placing any portable structure in excess of 120 square feet with the intention of leaving it for more than 30 days.
 - (2) Portable storage structures less than 120 square feet are not required to obtain a placement permit but must meet the easement, height, front, side and rear setback requirements stated in the District Classification for each zoning district and all Regulations of this ordinance.
 - (3) Portable storage structures shall not be permanently placed within a private driveway, public street or alley, over a utility

easement, within the City right-of-way, nor within the front yard setback as designated for each zoning district.

- b. Temporary Storage structures for less than 30 days and in excess of 120 square feet shall not be placed on any lot or in any street without the lot owner, renter, or assignee first obtaining the placement permit from City Administration. Such permit will regulate the placement of the temporary structure to be located in either the street, City ROW, front yard, driveway, or side yard of the primary structure as permitted by City Administration.
 - (1) For construction projects requesting a building permit, temporary storage structures and waste receptacles may be added to the building permit. Under these conditions, temporary storage structures and waste receptacles shall be removed prior to issuing the occupancy permit.

4-6-2 Division Of Lots Not allowed without Subdivision

No division of any lot may create a lot smaller than the applicable minimum size and dimensions as described within these Regulations. Application must be made for any proposed division of real property within the City limits of Lander. Any division or lot line change shall follow the procedures laid out in the current City of Lander Subdivision Regulations for a Minor Subdivision and must be recommended by the Planning Commission and approved by City Council.

4-6-3 Temporary Dwellings

A. No motor vehicle, recreational vehicle, accessory structure, or temporary structure on a lot shall be used for sleeping, eating, and/or preparing food for a period exceeding two weeks without first obtaining permission from City Administration.

B. Application may be made to City Administration to seasonally reside in a Recreational Vehicle exclusively for the owner of the lot. This permission shall be for less than 6 months and only permitted between May 1 and October 31 annually. This section shall not apply within approved manufactured home parks or approved Recreational Vehicle campgrounds.

C. Application may be made to City Administration to reside in a Manufactured Home or a Recreational Vehicle on a lot for longer than two weeks when associated with an approved building permit. This permission will expire with the issuance of the occupancy permit associated with the building permit.

4-6-4 Legal Access

- A. All dwellings and businesses shall be located on lots with frontage on public streets and shall have direct access from the streets suitable for servicing, fire protection and off-street parking.

- B. Secondary access is allowed from alleys that do not dead end within the block.
- C. Private drives are allowable as approved by the Commission as legal access or by the Board of Adjustments as a nonconformance or variance in accordance with these regulations.

4-6-5 City Easements And Rights-Of-Way

Any fence, wall, landscaping, or built structure located within an existing street right-of-way or other City easement may be removed at the property owner's expense if necessary for utility and street maintenance or construction.

4-6-6 Off-Street Parking And Loading Requirements

- A. The following general requirements shall apply:
 - 1. off-street parking and loading shall be provided and maintained as required by this Section for each structure that holds a permitted use which is established after the effective date of this Ordinance.
 - 2. these requirements shall not be retroactive to permitted uses existing on the date this ordinance becomes effective but shall apply to any expansion of these uses which occurs after that date.
 - 3. in residential districts, required off-street parking shall be provided on the same lot to which the parking pertains.
 - 4. If adequate off-street parking is not feasible on the same lot for a commercial, public, or an approved conditional use, parking may be approved at the discretion of the Planning Commission on another lot in the R-5, C, or P-L Districts, but to be located not farther than 1,000 feet from the structure or use they are required to serve;
 - 5. groups of more than four parking spaces shall be designed so that no backing movements onto a street will be required.
 - 6. no structure shall be erected or enlarged, nor shall any use be enlarged, if such action eliminates the required off-street parking areas.
 - 7. The requirements of these off-street parking regulations may be waived at the discretion of the Planning Commission with regards to structures and uses with frontage on Main, Lincoln or Garfield Streets located between First Street and Ninth Street.
 - 8. The businesses within the Lander Business Park will be allowed to count as overflow off-street parking for their total parking spaces per use.

- B. Off-street parking and loading will be designed, used and maintained in

accordance with the following specifications:

1. Residential individual off-street parking spaces shall be at least nine feet wide and 18 feet long (enclosed garages and awnings may be counted as parking spaces).
 2. Commercial off-street loading spaces shall be located only in the side or rear yards of the lot and shall be at least 12 feet wide, 50 feet long and have a minimum height clearance of 14 feet.
 3. areas used for required parking and maneuvering of vehicles shall have an all-weather surface of asphalt or concrete or alternatives approved by the Planning Commission and City Administration and shall be designed in a manner which avoids the flow of water across public sidewalks.
 4. each parking or loading space must be usable and readily accessible and arranged so that no part of any parked vehicle extends beyond the property line nor obstructs the public sidewalks.
 5. required parking and loading areas shall be provided with designated entrances and exits located so as to minimize traffic congestion and avoid undue interference with public use of streets, alleys and public sidewalks.
 6. parking and loading areas provided in accordance with the requirements of this ordinance shall not be used for the sale, repair, assembly or disassembly, storage or servicing of vehicles or equipment.
- C. At the time a structure is being erected or enlarged, or the use of an existing structure is changed, off-street parking spaces shall be provided as follows:
1. For all residential districts, R-1, R-2, R-3, R-5 and R-Med:
 - a. Dwellings with one bedroom shall have one off-street parking space.
 - b. Dwellings with two or more bedrooms shall have two off-street parking spaces for each living unit. (i.e., a 2+ bedroom single-family residence requires 2 off-street spaces, a 2+ bedroom duplex requires 4 spaces, a 2+ bedroom 6-plex requires 12 spaces, etc.).
 - c. Approved Conditional Uses such as Child Care, Home business, Short term rentals - As determined by the Board of Adjustment and memorialized in the Decision and Order.
 2. For Commercial uses in Commercial and Residential Districts
 - a. Home business - 1 per 200 sq. ft. or fraction thereof.

- b. Boarding houses - 1 per each sleeping or living unit.
- c. Retirement homes, housing project for senior citizens - .5 per dwelling unit plus 1 for manager.
- d. Motel or hotel - 1 per sleeping room plus 1 for manager.
- e. Clubs or lodgers - Spaces to meet the combined requirements of the uses being conducted such as hotel, restaurant, auditorium, etc.
- f. Convalescent hospital, nursing home - .4 X lawful number of occupants plus 1 per each staff member on duty on maximum shift.
- g. Hospital - 1 per bed plus .75 X maximum number of employees on duty on a maximum shift.
- h. Churches - .35 X seating capacity of sanctuary.
- i. Preschool, nursery or kindergarten - 2 spaces per employee.
- j. Elementary or junior high school - 1 per employee or staff person and each faculty member.
- k. High school and vocational schools - 1 per employee or staff person and each faculty member plus 1 per five students.
- l. Stadia, areas, theaters, auditoriums, or meeting rooms - .35 X seating capacity or, if no fixed seats, 1 space per 50 square feet of floor area.
- m. Bowling Alley - 5 per lane.
- n. Dance Hall or skating rink - 1 per 80 square feet of floor area.
- o. Retail and repair shops, including shoe repair, contractors' showrooms, galleries, structure material supply stores, package beverage stores with no seating - 1 per 1000 square feet of floor area plus one per three employees.
- p. Restaurants and beverage establishment with seating 1 per 100 sq ft of customer floor area.
- q. Barber shops and Cosmetology Shop - 1 plus 1.5 per chair.
- r. Banks and business or professional offices (except medical and dental clinics) - 1 per 300 square feet of floor area.
- s. Medical and dental clinics - 2 per staff person.
- t. Gas stations - 1 per nozzle plus 2 per lift (in addition to stopping places adjacent to pumps).

- u. Mortuary - 1 space per 4 seats or 8 feet of bench length in the chapel.
- v. Laundromats - .5 per machine.
- w. Other retail and service establishments - 1 per 300 square feet of floor area and outdoor sales space.
- x. Warehouses, storage and wholesale business, and freight terminals – 2 spaces plus, 1 space per employee on maximum shift. And sufficient space to park all company owned or leased vehicles, including passenger auto manufacturers, trucks, tractors, trailers and similar company owned or leased motor vehicles.
- y. Manufacturing uses, research testing and processing, assembly, all industries - 1 X number of employees on a maximum shift.
- z. Gaming, one space per every 75 square feet of gaming area or any portion thereof.
- aa. Uses not specified - Shall be determined by the City Administration in accordance with the most recently adopted National Codes.

- D. Where calculation in accordance with the foregoing residential and commercial req results in requiring a fractional space, any fraction less than one-half shall be disregarded and any fraction of one-half or more shall require one space.
- E. At least the following amounts of off-street loading shall be provided, plus an area adequate for maneuvering and walk/bike ways, ingress and egress:

Number of Spaces	Gross Floor Area in Square Feet
1	3,000 to 20,000
2	20,000 to 40,000
3	40,000 to 60,000
4	60,000 to 80,000
5	80,000 to 100,000
6	100,000 to 150,000

One additional space shall be provided for each 50,000 gross floor area in square feet above 150,000 square feet. If parking is greater than 5000 sq feet a green area and/or snow dump area must be provided on the premises.

4-6-7 Street Addressing

- A. All persons owning, occupying, or managing any residence or structure within the

corporate limits of the City shall obtain a number for such residence or structure from the City Administration and shall display such assigned number upon said residence, structure or other place so as to be clearly visible from the street.

- B. Any person, before constructing any dwelling or place of business within the city, shall before commencing such structure make an approved application to the City Administration for a number for such proposed structure and the city clerk shall allot a number; therefore, the person shall within ten (10) days after completion thereof have such number attached thereto, as herein provided. In allotting and designating numbers for all dwellings and places of business, hereunder, the city clerk shall allot such numbers as shall most nearly express the location of the structure on the street and in the block where the same is situated.
- C. The number, when so assigned, shall then be placed upon the structure or structure, by the owner thereof, so as to be plainly visible from the street that the residence or structure faces upon, either by constructing thereon prepared Arabic numbers, or by painting such Arabic numbers thereon in such size as to be readily discernible from such street, but said numbers shall not be less than 2 inches in width and not less than 3 inches in height.
- D. Every manufactured home park shall designate a lot number to each lot and provide the same to the city clerk. Each manufactured home shall have placed upon it the lot number in which it is located so as to be plainly visible from the street that the manufactured home faces in a manner as herein provided. No other numbers shall be affixed in the location of the lot number.
- E. Nothing in this ordinance shall in any way affect numbers of structures or structures previously assigned by the City Administration, unless deemed by the City Administration to have been inappropriately assigned.
- F. It shall be unlawful for any person to place any number or other means of identification using numbers upon any structure, or other structure, within the City, as a means of identification of the location of such structure or other structure, unless such number shall have been procured under the provisions hereof and assigned to such owner, by the City Administration.

4-6-8 New And Modified Commercial Communication Towers And Antennas

Conditions for New and Modified Commercial Communication Tower/Antenna Placement - A new or modified communication tower and/or antenna may be permitted upon application to the Board of Adjustment as a conditional use and upon determination that all of the following conditions are met.

- A. Permitted Height. Commercial Communications Towers and Antennas, antenna and all related facilities mounted on structures, water tanks or other structures including free-standing or guyed communications Commercial Communications Towers must not extend more than 100 feet from the surface of the ground. Antenna shall not extend more than 105 feet from the surface of the ground.

- B. Specifications. Submission of one copy of typical specifications for proposed structures and antenna, including description of design characteristics and material. All tower designs must be certified by an engineer licensed to practice in the State of Wyoming to be structurally sound and at a minimum, in conformance with the City's adopted codes as may be amended from time to time, and any other standard outline in this article.
- C. Site Plan. Submission of a site plan drawn to scale showing property boundaries, tower location, tower height, guy wires and anchors, existing structures, elevation drawings depicting typical design of proposed structures, parking, fences, landscape plan and existing land uses on adjacent property.
- D. Tower Location Map. Submission of a current map, or update for an existing map on file, showing locations of applicant's antenna, facilities, existing Commercial Communications Towers and Antennas, and proposed Commercial Communications Towers and Antennas which are reflected in public records, serving any property within the city.
- E. Antenna Capacity/Wind Load. Submission of a report from a structural engineer registered in Wyoming that shows the tower antenna capacity by type and number and certification that the tower is designed to withstand winds in accordance with ANSI/EIA/TIA 222 (latest version) standards.
- F. Antenna Dimensions.
 - 1. Omni-Directional (whip) antennas and their supports must not exceed 15' in height and 3" in diameter and must be constructed of a material or color which matches the exterior of the structure.
 - 2. Directional or Panel antennas and their supports must not exceed 8' in height or 2.5' in width and must be constructed of materials and coloration which achieves maximum compatibility and minimum visibility.
 - 3. Satellite and microwave dish antennas located below sixty-five (65) feet above the ground may not exceed six (6) feet in diameter. Satellite and dish antennas located sixty-five (65) feet and higher above the ground may not exceed eight (8) feet in diameter.
- G. Antenna Owners. The applicant shall show identification of the owners of all antenna and equipment to be located at the site as of the date of application. A copy will be on file at City Hall and must be updated with each additional participant or change of ownership.
- H. Owner Authorization. Written authorization from the site owner for the applications.
- I. FCC License. A copy of a valid FCC license for the proposed activity, or proof that the applicant is the winning bidder for an FCC license at auction and that the final issuance of the FCC license purchased at auction is pending.
- J. Removal Agreement. A written agreement to remove the tower and/or antenna within 180 days of cessation of use along with a performance bond in an amount

equal to the estimated removal costs. The performance bond shall be adjusted yearly for cost of living increases according to the Bureau of the Census Cost of Living.

- K. Need for Location. Applicant must show that the proposed antenna and equipment could not be placed on a pre-existing facility and function under applicable regulatory and design requirements without unreasonable modification. A permit for a proposed tower within 1,000 feet of an existing tower will not be granted unless the applicant certifies that the existing tower does not meet the applicant's structural specifications or technical requirements, or that a co-location agreement could not be obtained at commercially reasonable terms and conditions, including price.
- L. Design for Multiple Use. Applicant must show that a new tower is designed to accommodate the applicant's potential future needs, to the extent that those future needs may be determined at the time of application.
- M. Safety Codes. All City of Lander structure and safety codes must be met and the site will be inspected upon completion by the City Administration.
- N. Aesthetics. Commercial Communication Towers and Antennas shall meet the following requirements:
 - 1. Signs. No commercial signs or advertising shall be allowed on a tower or antenna including the base of the tower/antenna.
 - 2. Vandalism to Include Graffiti. Any vandalism, graffiti or other unauthorized inscribed materials shall be removed or otherwise covered in a manner substantially similar to and consistent with the original exterior finish.
- O. Alternative tower structure to include synthetic trees, towers, bell steeples, light poles and similar alternative-design mounting structures that camouflage or conceal the presence of antennas or towers are desirable. When camouflaging is not feasible selection shall include materials, colors, textures, screening and or landscaping that will blend towers into the natural setting and surrounding structures.
- P. Fencing. An eight (8) foot fence or wall constructed for safety and to shield against vandalism, shall be required around the base of any tower or antenna.
- Q. Annual Registration Requirement. To enable the City of Lander to ensure safety requirements of commercial communication towers and antennas within the City limits, on an annual basis, no later than June 30 each year. The City may require the commercial communication tower/antenna owner/operator to submit more frequent certification should there be reason to believe that the structural and electrical integrity of the tower/antenna is jeopardized. The City reserves the right upon reasonable notice to the owner/operator of the tower/antenna to conduct inspections for the purpose of determining whether the tower/antenna facility complies with the City of Lander adopted structure and safety codes and all other construction standards provided by local, state, and federal laws.

R. The owner/operator shall submit documentation to the City Clerk's office providing:

1. Certification in writing that the commercial communication tower/antenna conforms to the requirements of the Uniform Structure Code and all other construction standards set for by the City Code, federal and state law by filing a sworn and certified statement by an engineer, certified in Wyoming, to that effect.
2. The name, address and telephone number of any new owner, if there has been a change of ownership of the tower/antenna.
3. The name, address and telephone number of the operator.

Section 7 Zoning District Regulations

4-7-1 A - Agricultural District.

4-7-2 R-1 Single Family Residential District.

4-7-3 R-2 Single Family and Multi-Family Residential Low-Density District.

4-7-4 R-3 Single and Multi-family Medium Density and Manufactured Home Residential District.

4-7-5 R-5 Multi-Family Residential High-Density District.

4-7-6 R-MED - Single Family, Multi-Family Low-Density Residential and Medical Services District.

4-7-7 C - General Commercial District.

4-7-8 M-I Manufacturing and Light Industrial District.

4-7-9 PL Public Lands District.

4-7-10 APD Airport Protection District (Overlay zone)

4-7-1 District Regulations - Agricultural District (A)

A. Permitted Uses. The following uses may be operated as permitted uses in the district:

1. single family detached dwellings.
2. manufactured homes.
3. agricultural (shall include horticultural uses, nurseries and the production of crops and livestock).

B. Permitted Accessory Uses: Any use which complies with all the following conditions may be operated as an accessory use:

1. is clearly incidental and customary to and commonly associated with the operation of the permitted use.
2. is operated and maintained under the same ownership and on the same lot as the permitted use.
3. does not include structures or structural features inconsistent with

the permitted use.

4. to include one secondary residential unit.
5. if operated wholly or partly within a structure containing the permitted use, the gross floor area utilized by the accessory use shall not exceed 30% of the gross floor area of the permitted use.

C. Minimum area of lot: 1 acre.

D. Minimum width of lot: 100 feet.

E. Minimum setback requirements for structures:

1. front yard: 33 feet.
2. side yard: 12 feet.
3. rear yard: 20 feet.
4. side yard on flanking street or corner lot: 28 feet.

F. Maximum Number of single family or manufactured homes per lot: two per lot.

G. Maximum number of agricultural structures or accessory structures: three per acre.

H. Maximum Height of Structures: 40 feet.

4-7-2 District Regulations - Single Family Residential District (R-1)

A. Permitted Uses. The following uses may be operated as permitted uses in the district:

1. single family detached dwellings.
2. churches.
3. public or private grade schools.
4. public park, playground or other public recreational facilities.

B. Conditional Use:

1. Childcare
2. Foster care
3. home business
4. bed and breakfast/short-term rental
5. mortuary/crematory
6. related uses of similar type as approved by the Board of Adjustment.

- C. Permitted Accessory Uses. Any use which complies with all the conditions set forth under Section 4-6-1 may be operated as an accessory use to a permitted use.
- D. Minimum Area of Lot: 7,500 square feet.
- E. Minimum Width of Lot: 50 feet at front setback line.
- F. Minimum Setback Requirement for Principal Structures:
 - 1. front yard: 28 feet.
 - 2. side yard: 10 feet.
 - 3. rear yard: 15 feet or 20% of lot depth, whichever is smaller.
 - 4. side yard flanking street on corner lot: 28 feet.
 - 5. encroachment into the front yard setback and any side yard flanking street setbacks to within 18 feet of the curb line is permitted for use of a covered or uncovered carport, porch, or deck structure. That portion of the permitted structure within the setback area shall not be enclosed and in no case shall it be allowed beyond the property line.
- G. Maximum Number of Structures Containing Permitted Use Per Lot: one per lot.
- H. Maximum Number of Accessory Structures: four per lot
- I. Maximum Height of Principle Structure: 35 feet.

4-7-3 District Regulations – Single & Multi-Family Low-Density Residential District (R-2)

- A. Permitted Uses. The following uses may be operated as permitted uses in the district:
 - 1. single family detached dwellings.
 - 2. multi-family dwellings, up to four units;
 - 3. churches.
 - 4. private or public elementary and secondary schools.
 - 5. public park, playground, and other public recreational facilities.
- B. Conditional Uses:
 - 1. Childcare.
 - 2. Foster care.
 - 3. home business.
 - 4. bed and breakfast/short-term rental.

5. mortuary/crematory.
 6. related uses of a similar type as approved by the Board of Adjustment.
- C. Permitted Accessory Uses. Any use which complies with all the conditions set forth under Section 4-6-1 may be operated as an accessory use to a permitted use.
- D. Minimum Area of Lot, 3,750 square feet.
- E. Minimum Width of Lot:
1. Rectangular lots: 40 feet at front setback line.
 2. Pie-shaped lots and other nontraditional lots: 40 feet at front setback line.
- F. Minimum Setback Requirements for Principal Structures:
1. front yard: 23 feet.
 2. side yard: 10 feet; except that there shall be no side yard setback for the common wall side yard of a multi-plex as long as:
 - a. all provisions of the current version of the City adopted building and fire codes are complied with, including but not limited to, an appropriate fire wall; and
 - b. where units are to be sold separately and ownership of the land is deeded separately each family dwelling unit shall be served by a separate water, sewer, and all utilities where there is no homeowners association .
 - c. where units are to be sold separately without ownership of the land, separate utilities are optional with proof of how the utility billing will be handled in a Homeowners' association recorded document.
 3. rear yard:
 - a. adjacent to an alley:
 - (1) 5 feet where there are no existing or planned utilities easements required
 - (2) 10 feet where there exists or are planned future utility easements required
 - b. with no alley 15 feet or 20% of lot depth, whichever is smaller.
 4. side yard on flanking street on corner lot: 23 feet.
 5. encroachment into the front yard setback and any side yard flanking street setbacks to within 18 feet of the curb line is permitted for use of a covered or uncovered carport, porch, or deck structure. That portion of the permitted structure within the setback area shall not be enclosed and in no case shall it be allowed beyond the property line.

- G. Maximum Number of Structures Containing Permitted Use Per Lot: two per lot.
- H. Maximum number of accessory Structures: four per lot.
- I. Maximum Height of Residential Structures: 35 feet.

4-7-4 District Regulations - Single and Multi-family Medium Density and Manufactured Home Residential District (R-3)

- A. Permitted Uses. The following uses may be operated as permitted uses in the district:
 - 1. single family detached dwellings.
 - 2. multi-family dwellings up to 6 residential units.
 - 3. single manufactured homes on privately owned lots.
 - 4. manufactured home parks: must meet all zoning requirement listed herein and the layout requirements of the current Subdivision Rules and Regulations as may be amended from time to time, and the current version of the adopted International Building Codes.
 - 5. churches.
 - 6. public or private elementary and secondary schools.
 - 7. public parks, playground and other public recreational facilities.
- B. Conditional Uses:
 - 1. Childcare.
 - 2. Foster care.
 - 3. recreational vehicle and campground district.
 - 4. home business.
 - 5. bed and breakfast/ short-term rental.
 - 6. mortuary/crematory.
 - 7. related uses of a similar type as approved by the Board of Adjustment.
- C. Permitted Accessory Uses. Any use which complies with all of the conditions set forth under Section 4-6-1 may be operated as an accessory use to a permitted use.
- D. Minimum Area of Lot: 3,750 square feet
- E. Minimum Width of Lot:
 - 1. Rectangular lots: 40 feet at front setback line.
 - 2. Pie-shaped lots and other nontraditional lots: 40 feet at front setback line.

F Minimum Setback Requirements for Principal Structures:

1. front yard: 15 feet.

2. side yard:

a. side yard: 10 feet

(1) except that there shall be no side yard setback for the common wall side yard of a multi-plex as long as:

a. all provisions of the current version of the City adopted building and fire codes are complied with, including but not limited to, an appropriate fire wall; and

b. where units are to be sold and deeded separately each family dwelling unit shall be served by a separate water and sewer line.

b. spacing for the interior of a manufactured home park: 15 feet spacing between all sides of the interior dwelling units that are not otherwise required to meet the setback from the front, side, or rear lot line.

(1) all provisions of the currently adopted International Residential Code Appendix E , as from time to time may be amended, is complied with, and

(2) each family dwelling unit in a manufactured home park shall be served by a separate water and sewer service line.

2. rear yard:

a. adjacent to an alley:

(1) 5 feet where there are no existing or planned utilities easements required

(2) 10 feet where there exists or are planned future utility easements required

b. with no alley: 15 feet or 20% of lot depth, whichever is smaller.

c. excepting a manufactured home park where the rear setback is 15 feet.

3. side yard on flanking street or corner lot: 15 feet.

4. encroachment into the front yard setback and any side yard flanking street setbacks to within 18 feet of the curb line is permitted for use of a covered or uncovered carport, porch or deck structure. That portion of the permitted structure within the setback area shall not be enclosed and in no case shall it be allowed beyond the property line.

G. Maximum Number of Structures Containing Permitted Uses Per Lot: four per lot excepting approved layouts for manufactured home parks.

H. Maximum Number of Accessory Structures: number of accessory structures is not restricted excepting all structures must meet all setback, height, and full accommodations for off-street parking, excepting approved layouts for manufactured home parks

I. Maximum Height of Principle Structures: 40 feet.

4-7-5 District Regulations – Multi-family High Density Residential District (R-5)

A. Permitted Uses. The following uses may be operated as permitted uses in the district:

1. single family detached dwellings.
2. multi-family dwellings, number of units is not restricted excepting all structures must meet all setback, height, and full accommodations for off-street parking.
3. churches.
4. public or private elementary or secondary schools.
5. public park, playground and other public recreational facilities.
6. office space for a single user.
7. family day care home.
8. professional structures.

B. Conditional Uses:

1. Childcare
2. Foster care.
3. Clinics, assisted living, and nursing homes.
4. motels.
5. related uses of a similar type as approved by the Board of Adjustment.
6. recreational vehicle and campground district.
7. home business.
8. bed and breakfast/short-term rental.
9. restaurant.
10. Health Club, civic or community center
11. mortuary/crematory

- C. Restrictions on Commercial and Conditional uses - Uses shall be subject to the following restrictions and limitations to preserve and enhance desirable neighborhood qualities:
1. Multiple Uses. Any number of permitted uses may be allowed on a single lot/development pad provided the specific use of some lots/development pads or structures may be limited based on access, parking limitations, or potential impacts to adjacent residential uses.
 2. Storage Uses. Storage shall be limited to accessory storage of commodities sold at retail on the premises. All storage shall be completely enclosed within a structure unless otherwise approved by the planning commission. No commercial storage facility will be allowed.
 3. Walls/Fences Between differing Use Districts. A six-foot-high solid wall/fence/screening or other approved buffer shall be constructed and maintained on all property lines which abut a residential use or zone district unless the property is separated from the residential use or zone district by a public road or alley. Walls or fences may be required to be set back from streets and alleys so as not to obstruct views.
 4. Hours of Operation. No business shall be open to the public between the hours of ten p.m. and seven a.m. without a conditional use permit.
 5. Uses in Structures. All uses shall be operated primarily within an enclosed structure. Limited seasonal outdoor displays and sales may be permitted if approved in the site plan review or by the Planning Commission.
- D. Loading Areas Screened. All loading areas shall be screened from public view or from view from any adjacent residential use or zone district by a maintained wall or screened fence not to exceed ten feet in height.
- E. Permitted Accessory Uses. Any use which complies with all of the conditions set forth under Section 4-6-1 may be operated as an accessory use to permitted use.
- F. Minimum Area of Lot: 3,750 square feet.
- G. Minimum Width of Lot: 40 feet from front setback line.
- H. Minimum Setback Requirements for Principal Structures:
1. front yard: shall be 12 feet.;
 2. side yard: 5 feet
- except that there shall be no side yard setback for the common wall side yard of a multi-plex as long as:
- a. all provisions of the current version of the City

adopted building and fire codes are complied with,
including but not limited to, an appropriate fire wall; and

b. where units are to be sold and deeded separately each
family dwelling unit shall be served by a separate water and
sewer line.

3. rear yard:

a. adjacent to an alley:

(1) 5 feet where there are no existing or planned utilities
easements required

(2) 10 feet where there exists or are planned future utility
easements required

b. with no alley: 15 feet or 20% of lot depth, whichever is smaller;

4. side yard on flanking street on corner lot: shall be 12 feet.

I. Maximum Number of Structures Containing Permitted Use per Lot: number
of residential structures is not restricted excepting all structures must meet all
setback, height, and full accommodations for off-street parking.

J. Maximum number of Accessory Structures: four per lot.

K. Maximum Height of Principle Structures: 40 feet.

**4-7-6 District Regulations - Single Family, Multi-Family Residential And
Medical Services District (R-MED)**

A. Permitted Uses. The following uses may be operated as permitted uses
in the district:

1. single family detached dwelling.
2. multi-family dwellings (up to four units).
3. churches.
4. public or private elementary and secondary schools.
5. public park, playground, and other public recreational facilities.
6. Medical offices, clinic, assisted living facility, skilled nursing
facility.
7. parking lots.

B. Conditional Uses:

1. Childcare
2. Foster care.
3. Hospitals

4. offices and office structures.
5. home business.
6. mortuary/crematory.

C. Permitted Accessory Uses. Any use which complies with all of the conditions set forth under Section 4-6-1 may be operated as an accessory use to a permitted use.

D. Minimum Area of Lot. 6000 square feet

E. Minimum Width of Lot: 40 feet front setback line.

F. Minimum Setback Requirements for Principal Structures:

1. front yard: 23 feet;
2. side yard: 10 feet; except that there shall be no side yard setback for the common wall side yard of a multi-family or multi-office-plex as long as:

- a. all provisions of the current version of the City adopted building and fire codes are complied with, including but not limited to, an appropriate fire wall; and each family dwelling unit shall be served by a separate water, sewer and all utilities where there is no homeowners association.
- b. where units are to be sold separately and ownership of the land is deeded separately each family dwelling unit shall be served by a separate water, sewer and all utilities where there is no homeowners association.
- c. where units are to be sold separately without ownership of the land, separate utilities are optional with proof of how the utility billing will be handled in a Homeowners association recorded document.

3. rear yard:

- a. adjacent to an alley:
 - (1) 5 feet where there are no existing or planned utilities easements required
 - (2) 10 feet where there exists or are planned future utility easements required
- b. with no alley 15 feet or 20% of lot depth, whichever is smaller;

4. side yard on flanking street or corner lot: 23 feet.

G. Maximum Number of Structures Containing Permitted Use Per Lot: two per lot or as otherwise provided approved for medical facilities.

H. Maximum number of accessory structures: four per lot.

I. Maximum Height of Principle Structures: 35 feet.

4-7-8 District Regulations - General Commercial District (C)

- A. Permitted Uses. The following uses may be operated as permitted uses in the district:
1. amusement place or event center (not to include adult rated bookstore or uses of similar type).
 2. auditorium and similar places of public assembly.
 3. automobile and manufactured home sales, service, and repair, new and used.
 4. banks and other savings and lending institutions.
 5. commercial recreational use facility.
 6. commercial storage facilities.
 7. fire station, police station, and jail.
 8. garage (public and private).
 9. gasoline filling station.
 10. hotel and motel and other temporary lodging accommodations.
 11. library and museum.
 12. medical, dental and health clinic.
 13. mortuary/crematory.
 14. offices and office structure including professional services.
 15. parking of vehicles.
 16. private club, fraternity, sorority, and lodge.
 17. radio and television studio including commercial towers permitted as a conditional use.
 18. restaurant, bar and food service establishments
 19. Retail establishment.
 20. school including public, private, vocational, and higher education:
 21. single & multi-family dwellings.
 22. theater, including drive-in theater.
 23. veterinary clinic, providing all animal runs or observation pens are completely enclosed.
 24. wholesale establishment.
 25. essential public utility and public service installation.
- B. Conditional Uses
1. Recreational vehicle and campground district (Subject to adopted Subdivision Rules and Regulations as may be amended from time to time)
 2. gaming
 3. commercial communications towers and antennas.
 4. Child Care.
 5. Foster care.
 6. Short-term Rentals
 7. related uses of similar type as approved by the Board of Adjustment

C. Minimum Area of Lot: 3,750 square feet

D. Minimum Width of Lot: 30 feet on public street excepting Main Street where

original Town of Lander lots were platted at 25 feet wide.

E. Minimum Setback Requirements for Principal Structures:

1. front yard: 8 feet; excepting Main Street where original Town of Lander lots were platted and constructed with no setback
2. side yard
 - a. on flanking street on corner lot: 8 feet
 - b. no setback required where there are common wall buildings that meet all currently adopted building codes provided there are no existing or platted utility easements;
3. When a lot or parcel of ground in the district adjoins a residential district, the setback requirements that apply to the yard area of the residential district shall be required .
4. When a parcel of ground or lot adjoins a residential district at the rear yard, a six-foot-high solid wall/fence or other approved buffer shall be required.

F. Maximum Height of Structures: 55 feet

G. Permitted Accessory Uses. Any use which complies with all of the conditions set forth under Section 4-6-1 may be operated as an accessory use to a permitted use.

H. Maximum number of structures containing an accessory use: no limit except that all setback requirements must be met and no structures shall be placed over a utility easement or Right-of-way.

I. Maximum number of structures containing permitted use: no limit except that all setback requirements must be met and no structures shall be placed over a utility easement or Right-of-way.

4-7-9 District Regulations - Manufacturing And Light Industrial District (M-I)

A. Permitted Uses. The following uses may be operated as permitted uses in this district:

1. airport.
2. assembly or fabrication from component parts or from materials already processed or manufactured into their final usable state.
3. armory.
4. automobile sales, service and repair.
5. structure for material storage or sales (except for ready-mix concrete).
6. fire station.
7. frozen food locker.
8. grain elevator and feed mill.
9. greenhouse and plant husbandry.
10. laboratory.

11. machinery and implement sales, service and repair.
12. mortuary/crematory
13. oil field supply sales and storage.
14. office including commercial, industrial and professional.
15. police station.
16. parking or storage of vehicles, towing yards not to include crushing and dismantling.
17. radio or television transmitting station including communication towers and Antennas permitted as a conditional use.
18. restaurant, bar, and food establishment.
19. storage of used material, auto wrecking, salvage, paper, scrap, bottles or rags.
20. truck, bus, rail or other transportation terminal.
21. veterinarian clinic.
22. vocational or training school.
23. warehousing or storage.
24. wholesale establishment.
25. public utility and public service installation.
26. single Family Dwelling lived in by the owner, caretaker, or watchman.

B. Conditional Uses.

1. Commercial Communications Towers and Antennas.
2. Junk Yard.
3. Any other manufacturing or industrial use judged by the Board of Adjustment to be no more detrimental to adjacent properties than any of the same type and character as the permitted uses listed above.

C. Permitted Accessory Uses. Any use which complies with all the conditions set forth under Section 4-6-1 may be operated as an accessory use to a permitted use;

D. Minimum Area of Lot: 3,750 square feet

E. Minimum Width of Lot: 30 feet.

F. Minimum Setback Requirements:

1. No setbacks are required except 5 feet where there exists or are planned future utility easements
2. when a parcel of ground or lot adjoins a residential district an eight-foot-high solid fence or other approved buffer shall be required.

G. Maximum Height of Structures: None.

H. Maximum Number of Structures Containing Permitted Use Per Lot: no limit except that all setback requirements must be met, and no structures shall be placed over a utility easement or Right-of-way.

I. Maximum number of structures containing an accessory use: no limit except that all setback requirements must be met, and no structures shall be placed over a utility easement or Right-of-way.

4-7-10 District Regulations - Public Land District (P-L)

A. Permitted Uses. The following uses may be operated as permitted uses in the district:

1. essential public utility and public service installation.
2. governmental structures.
3. public schools.
4. public parks and recreational facilities;
5. Healthcare facilities.
6. Airport.
7. Publicly owned bus, rail, or other transportation terminal.
8. Parking lot.

B. Conditional Use.

1. Commercial Communications Towers and Antennas
2. Childcare
3. Foster Care
4. Educational facilities
5. Other uses of a similar type as approved by the Board of Adjustments

C. Accessory Use. Any use which complies with all the conditions set forth under Section 4-6-1 may be operated as an accessory use to a permitted use.

D. Minimum Area of Lot: 3,750 square feet

E. Minimum Width of 30 feet.

F. Minimum Setback Requirements for Principal Structures:

1. front yard: 8 feet.
2. side yard : 8 feet. Provided that there are no existing or platted utility easements.

3. When a lot or parcel of ground in the district adjoins a residential district, the setback requirements that apply to the yard area of the residential district shall be required .
4. When a parcel of ground or lot adjoins a residential district at the rear yard, an eight-foot-high solid fence or other approved buffer shall be required.

G. Maximum Height of Principle Structures: None.

H. Maximum Number of Structures Containing Permitted Use Per Lot: no limit except that all setback requirements must be met, and no structures shall be placed over a utility easement or Right-of-way.

I. Maximum number of structures containing an accessory use: no limit except that all setback requirements must be met, and no structures shall be placed over a utility easement or Right-of-way.

4-7-11- District Regulations – Airport Protection District (APD)

Airport Protection District. There is created an airport protection district which boundaries are defined and fully set forth in the WYDOT Aeronautics Airport Layout Plan dated July 15, 2024, which is incorporated in the ordinance codified in this section. The approved Airport Layout Plan, as may be amended from time to time, shall be maintained and made available for public inspection by City Administration. The Airport Layout Plan shall set forth the location of the airport and runway, horizontal surface, transitional surface, approach surface, conical surface and the geographic area of the City located within the horizontal and conical surfaces of the airport.

A. Airport Zones. There are created and established certain airport zones which include all of the land lying beneath the approach surfaces, transitional surfaces, horizontal surfaces, and conical surfaces as they apply to the City. Such zones are shown on the airport overlay map. The airport zones are established and defined as follows:

1. Runway larger than utility with a visibility minimum greater than three-fourths mile nonprecision instrument approach zone. The inner edge of this approach zone coincides with the width of the primary surface and is five hundred feet wide. The approach zone expands outward uniformly to a width of three thousand five hundred feet at a horizontal distance of ten thousand feet from the primary surface. Its centerline is the continuation of the centerline of the runway.
2. Transitional zones. The transitional zones are the areas beneath the transitional surfaces.
3. Horizontal zone. The horizontal zone is established by swinging arcs of ten thousand feet radii from the center of each end of the primary surface of

each runway and connecting the adjacent arcs by drawing lines tangent to those arcs. The horizontal zone does not include the approach and transitional zones.

B. Height Limitations. No structure shall be erected, altered or maintained, and no tree shall be allowed to grow in the following zones to a height in excess of the applicable height limit herein established for such zone. Such height limitations are established for each of the zones in question as follows:

1. Runway larger than utility with a visibility minimum greater than three-fourths mile nonprecision instrument approach zone. Slopes thirty-four feet outward for each foot upward beginning at the end of and at the same elevation as the primary surface and extending to a horizontal distance of ten thousand feet along the extended runway centerline.
2. Transitional zones. Slopes seven feet outward for each foot upward beginning at the sides of and at the same elevation as the primary surface and the approach surface and extending to a height of seven thousand three hundred eighteen feet above mean sea level.
3. Horizontal zone. Established at one hundred fifty feet above the airport elevation or at a height of seven thousand three hundred eighteen feet above mean sea level.
4. Conical zone. Slopes twenty feet outward for each foot upward beginning at the periphery of the horizontal zone at one hundred fifty feet above the airport elevation and extending to a height of three hundred fifty feet above the airport elevation.

C. Use Restrictions. No use shall be made of land or water within the Airport Protection District which may create electrical interference with navigational signals or radio communication between the airport and aircraft; make it difficult for pilots to distinguish between airport lights and other lights, which may result in visual glare for pilots using the airport; impair visibility in the vicinity of the airport; create bird strike hazards; or endanger or interfere with the landing, take-off, or maneuvering of aircraft intending to use the airport.

D. Nonconforming Uses. The owner of any existing nonconforming structure or tree shall permit the installation, operation and maintenance of markers and lights as deemed necessary by applying to the Board of Adjustments for a Nonconforming use permit on approved application provided by City Administration. The application and approval shall indicate to aircraft operators in the vicinity of the airport, the presence of an obstruction. Such markers and lights shall be installed, operated and maintained at the expense of the owner.

E. Future Uses. Any existing and future use of land within the airport protection district shall comply with the schedule of permitted land uses in accordance with the Airport Layout Plan and current FAA regulations as from time to time may be

G. Nonconforming properties. There are properties in the Airport Protection Zone that do not meet the requirements of this ordinance as may be amended from time to time. These properties may temporarily continue in this condition with a Nonconforming Use permit approved by the Board of Adjustments. The requirements of this section shall not apply when a change in ownership, a change in tenancy, or a change in use occurs to the property. These requirements shall not apply when interior or exterior remodeling of the building occurs. These requirements shall only apply when a building addition is constructed that exceeds 50% of the size of the existing building; when site reconstruction occurs to more than 50% of the existing property; and when abutting property is developed for expansion of the use.

PUBLIC HEARING	October 8, 2024
PASSED ON FIRST READING	October 8, 2024
PASSED ON SECOND READING	November 12, 2024
PASSED ON THIRD READING	

PASSED, ADOPTED AND APPROVED by the Mayor and City Council on the

_____.

THE CITY OF LANDER
A Municipal Corporation

By _____
Monte Richardson, Mayor

ATTEST:

Rachelle Fontaine, City Clerk

STATE OF WYOMING)
)ss.
COUNTY OF FREMONT)

CERTIFICATE

I hereby certify that on _____, following passage, adoption and approval of Ordinance 2024-08, 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

ORDINANCE 2025-1

AMENDING TITLE 13, SECTION 13-12-1, STREET, RIGHT-OF-WAY AND ALLEY EXCAVATIONS-PERMITS

WHEREAS, a provision for street and alley excavation permits is found in the Lander Municipal Code in Title 13, and the governing body of the City of Lander finds an amendment of the provision is necessary;

NOW THEREFORE, be it ordained by the Mayor and Council of the City of Lander, in the State of Wyoming, as follows:

SECTION 1: AMENDMENT “13-12-1” of the City of Lander Municipal Code is hereby *amended* as follows:

13-12-1 Street, Right-of-Way ~~And~~ Alley Excavations - Permits and Pole Removal

- A. Required. No person, firm, entity or corporation shall make any excavation or dig in ~~any ditch~~ in any paved, oiled, graveled, improved or unimproved right-of-way dedicated for street, ~~or~~ alley ~~or other~~ purposes in the City of Lander unless the person, firm, entity or corporation shall first obtain a permit from the City Building Inspector.
- B. Exceptions. This ordinance shall not be construed to mean that excavation permits are required for the installation of fences ~~and utility poles, or for excavation of any easement.~~ Also, permits shall not be required for routine maintenance or repair. However, excavation of, digging in or disturbance of the right-of-way is not considered routine maintenance or repair.
- C. Application for permit. No excavation permit shall be issued by the Building Inspector or his designate unless all information required by the permit has been supplied. The permit shall state the applicant's name, company name/owner and the company/owner's mailing address, the purpose of the permit, the location of the work site and the owner of the land/property for said work. When approved, the Building Inspector and the applicant shall sign said permit. That signature shall constitute a legal permit to excavate and ~~for~~ fill excavation within the public right-of-way.
- D. Notification of utilities. Permittee shall notify all utilities in writing within the area of the proposed excavation. Permittee shall also notify city police and fire department. Said notifications shall be made prior to digging.
- E. Fees shall be in accordance with the City of Lander Fee Schedule.
- F. Emergency excavation. Nothing in this chapter shall be construed to prevent the making of such excavations as may be necessary for the preservation of life or property or for making emergency repairs outside of ~~the~~ normal working hours; provided, that the person making such excavation shall apply to the Building Inspector for an excavation permit on the first working day after such work is commenced; and further, that the city police, fire, and street departments shall be notified to the extent practicable before the excavation of the intent to excavate and the reason for doing so. Only work necessary to satisfy the need that

constitutes the excavation, as an emergency shall be done before obtaining a permit as outlined in this chapter. A permit fee may be doubled if procedures are not followed.

- G. The City of Lander and city employees not liable: This chapter shall not be construed as imposing upon the City of Lander or any employee thereof any liability or responsibility for and damages to any person injured or property damaged by the performance of any excavation work for which an excavation permit is issued or for an emergency excavation. Nor shall the City of Lander or any official or employee thereof be deemed to have assumed any such liability or responsibility by reason of inspection authority under this chapter, the issuance of any permit or the approval of any excavation work.
- H. Exemption: The City and its employees while performing their duties shall be exempt from having to obtain a permit.
- I. Pole Abandonment. To the extent a person, company or other entity has or subsequently installs any pole in the right-of-way, and then abandons that pole because it is no longer needed for operation of the pole owner's primary service, the pole owner shall so notify the city in writing and remove such pole within sixty (60) days after abandonment of the pole for its primary use. Such pole removal shall occur even if persons, companies or other entities still have their equipment or facilities attached to the abandoned pole. It is the responsibility of those persons, companies or other entities with any attachment to an abandoned pole to make other suitable arrangements for themselves.
- J. Enforcement. If an owner of an abandoned pole fails to comply within the above time frame, the city may abate the nuisance and remove the abandoned pole at the pole owner's cost and expense including attorneys' fees. Failure of a person, company or other entity to timely remove an abandoned pole within sixty (60) days shall be considered a violation of this chapter. Persons, companies or other entities violating this chapter shall be fined in accordance with the City of Lander Fee Schedule. Each day of a continuing violation of this chapter shall be deemed a separate offense.

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

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

SECTION 4: This Ordinance shall take effect from and after its passage, approval and publication as required by law and the ordinances of the City of Lander.

PUBLIC HEARING November 12, 2024

PASSED ON FIRST READING November 12, 2024

PASSED ON SECOND READING November 26, 2024

PASSED ON THIRD READING December 10, 2024

PASSED, ADOPTED AND APPROVED by the Mayor and the CITY OF LANDER COUNCIL on the 10th day of December 2024.

THE CITY OF LANDER
A Municipal Corporation

By: _____
Monte Richardson, Mayor

ATTEST:

Rachelle Fontaine, City Clerk

STATE OF WYOMING)
) ss.
COUNTY OF FREMONT)

CERTIFICATE

I hereby certify that on December 10, 2024, following passage, adoption and approval of Ordinance 2025-1, 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 December 11, 2024.

Rachelle Fontaine,
City Clerk

ORDINANCE 2025-2

AN ORDINANCE GRANTING TO SPECTRUM PACIFIC WEST, LLC, AN INDIRECT SUBSIDIARY OF CHARTER COMMUNICATIONS, INC., A ITS SUCCESSORS AND ASSIGNS, THE RIGHT, PERMISSION, AND AUTHORITY TO CONSTRUCT, INSTALL, MAINTAIN, AND OPERATE A CABLE SYSTEM, IN THE DESIGNATED SERVICE AREA LIMITING THE TERM OF SAID GRANT, PRESCRIBING THE TERMS AND CONDITIONS UNDER WHICH SAID COMPANY MAY OPERATE.

WHEREAS, the City wishes to grant Grantee a renewal of its nonexclusive franchise to construct, install, maintain, extend and operate a Cable System in the Service Area as designated in this Franchise;

WHEREAS, the City is a “franchising authority” in accordance with the Cable Communications Policy Act of 1984, as amended (47 U.S.C. §522(10)) and is authorized to grant one or more nonexclusive cable franchises pursuant to applicable law;

WHEREAS, the Grantor finds that the Grantee has substantially complied with the material terms of the current Franchise under applicable laws, and that the financial, legal and technical ability of the Grantee is sufficient to provide services, facilities and equipment necessary to meet the future cable-related needs of the community, and

WHEREAS, having afforded the public adequate notice and opportunity for comment, and having held a Public Hearing on November 12, 2024, at 6:00 PM at City Hall, Grantor desires to enter into this Franchise with the Grantee for the construction and operation of a cable system on the terms set forth herein.

NOW, THEREFORE, Be it Ordained By the Governing Body of the City of Lander and for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Franchising Authority and Grantee agree as follows:

SECTION 1: Definition of Terms

1.1Terms. For the purpose of this Franchise, the following terms, phrases, words and their derivations shall have the meaning ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time (the “Cable Act”), unless otherwise defined herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word “shall” is mandatory and “may” is permissive. Words not defined shall be given their common and ordinary meaning.

- A. “Affiliate” when used in relation to Grantee means another Person who owns or controls, is owned or controlled by, or is under common ownership or control with Grantee.
- B. “Basic Service” means any service tier which includes the retransmission of local television broadcast signals.
- C. “Cable Act” shall mean the Cable Communications Policy Act of 1984, as amended, 47 U.S.C. §§ 521, et. seq.
- D. “Cable Operator,” Cable System,” and “Cable Service,” shall be defined as set forth in the Cable Act.
- E. “City Council” shall mean the governing body of the Grantor.
- F. “Complaint” shall mean written correspondence received by Grantee via U.S. mail or email from a Subscriber in the City expressing dissatisfaction with the operation of the Cable System

or expressions of dissatisfaction with the Cable Service from a Subscriber in the City.

- G. “FCC” shall mean the Federal Communications Commission and any successor governmental entity thereto.
- H. “Franchise” shall mean this Franchise, and the non-exclusive rights granted pursuant to this Franchise to construct, operate and maintain a Cable System along the public ways within all or a specified area in the Service Area.
- I. “Gross Revenue” means any revenue, as determined in accordance with generally accepted accounting principles, received by the Grantee from the operation of the Cable System to provide Cable Services in the Service Area, including locally-derived advertising revenues less commissions paid to third parties that are not Affiliates; provided, however, that such phrase shall not include: (1) any taxes, fees or assessments collected by the Grantee from Subscribers for pass-through to a government agency, including, without limitation, the FCC user fee, the franchise fee, or any sales or utility taxes; (2) unrecovered bad debt; (3) credits, refunds and deposits paid to Subscribers; (4) any exclusions available under applicable State law.
- J. “Person” shall mean an individual, partnership, association, organization, corporation, trust or governmental entity but shall not mean the Franchising Authority.
- K. “Service Area” shall mean the geographic boundaries of the Franchising Authority, and shall include any additions thereto by annexation or other legal means, subject to the exception in subsection 6.1 hereto.
- L. “State” shall mean the State of Wyoming.
- M. “Street” shall include each of the following located within the Service Area: public streets, roadways, highways, bridges, land paths, boulevards, avenues, lanes, alleys, sidewalks, circles, drives, easements, rights of way and similar public ways and extensions and additions thereto, including but not limited to public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses now or hereafter held by the Grantor in the Service Area, which shall entitle the Grantee to the use thereof for the purpose of installing, operating, repairing and maintaining the Cable System.
- N. “Subscriber” shall mean any Person lawfully receiving Cable Service from the Grantee.

SECTION 2 Grant of Franchise

2.1 Grant. The Grantor hereby grants to the Grantee a nonexclusive Franchise which authorizes the Grantee to erect, construct, operate and maintain in, upon, along, across, above, over and under the Streets, now in existence and as may be created or established during its term; any poles, wires, cable, underground conduits, manholes, and other conductors and fixtures necessary for the maintenance and operation of a Cable System. Nothing in this Franchise shall be construed to prohibit the Grantee from offering any service over its Cable System that is not prohibited by federal, State or local law.

Each term, provision or condition herein is subject to the provisions of State law, federal law, and the lawful, generally applicable provisions of the Municipal Code, and ordinances and regulations. This Franchise is intended to convey limited rights and interests only as to those Streets in which the City has an actual interest. It is not a warranty of title or interest in any street; it does not

provide Grantee with any interest in any particular location within the street; and it does not confer rights other than as expressly provided in the grant hereof.

2.2 Term. The Franchise and the rights, privileges and authority hereby granted shall be for a term of eight (8) years, commencing on the Effective Date of this Franchise.

2.3 Police Powers, Conflicts with Franchise and Compliance. The Grantee agrees to comply with the terms of any lawfully adopted local ordinance necessary to the safety, health, and welfare of the public, to the extent that the provisions of the ordinance do not have the effect of limiting the benefits or expanding the obligations of the Grantee that are granted by this Franchise. This Franchise is a contract and except as to those changes which are the result of the Grantor's lawful exercise of its general police power, the Grantor may not take any unilateral action which materially changes the explicit mutual promises in this contract. In the event of any conflict between this Franchise and any Grantor ordinance or regulation, this Franchise shall control.

Grantee and the City shall comply with all federal and State laws, including any changes in such laws that occur subsequent to the Effective Date of this Franchise. Provided, however, that nothing in this Franchise shall preclude Grantee or the City from challenging any such laws on any basis.

2.4 Cable System Franchise Required. No Cable System shall be allowed to occupy or use the Streets or public rights-of-way of the Service Area or be allowed to operate without a Cable System Franchise.

SECTION 3 Franchise Renewal

The Grantor and the Grantee agree that any proceedings undertaken by the Grantor that relate to the renewal of the Grantee's Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, or any such successor statute.

SECTION 4 Indemnification and Insurance

4.1 Indemnification. The Grantee shall, by acceptance of the Franchise granted herein, defend the Grantor, its officers, boards, commissions, agents, and employees from all claims for injury to any Person or property caused by the negligence of Grantee in the construction or operation of the Cable System and in the event of a determination of liability shall indemnify and hold Grantor, its officers, boards, commissions, agents, and employees harmless from any and all liabilities, claims, demands, or judgments growing out of any injury to any Person or property as a result of the negligence of Grantee arising out of the construction, repair, extension, maintenance, operation or removal of its wires, poles or other equipment of any kind or character used in connection with the operation of the Cable System, provided that the Grantor shall give the Grantee written notice of its obligation to indemnify the Grantor within ten (10) days of receipt of a claim or action pursuant to this section. In the event any such claim arises, the Grantor shall tender the defense thereof to the Grantee and the Grantee shall have the right to defend, settle or compromise any claims arising hereunder and the Grantor shall cooperate fully herein. If the Grantor determines in good faith that its interests cannot be represented by the Grantee, the Grantee shall be excused from any obligation to represent the Grantor; provided, however, that the Grantee shall still be responsible for the costs, attorneys' fees and expenses of Grantor's defense, if at the conclusion of the action there is a determination that Grantee had a duty to indemnify Grantor. In the event Grantor elects to settle any such claim, Grantee shall have no obligation to pay any settlement amount unless Grantee has pre-approved the same in writing. Notwithstanding the foregoing, the Grantee shall not be obligated to indemnify the Grantor for any damages, liability or claims

resulting from the willful misconduct or negligence of the Grantor or for the Grantor’s use of the Cable System.

4.2 **Insurance.**

- A. The Grantee shall maintain throughout the term of the Franchise insurance in amounts at least as follows:

Workers’ Compensation	Statutory Limits
Commercial General Liability	\$1,000,000 per occurrence,
Combined Single Liability (C.S.L.)	\$2,000,000 General Aggregate
Auto Liability including coverage on all owned, non-owned and hired autos	\$1,000,000 per occurrence C.S.L.
Umbrella Liability	\$3,000,000 per occurrence C.S.L.

- B. The Grantor shall be added as an additional insured, arising out of work performed by Grantee, to the above Commercial General Liability, Auto Liability and Umbrella Liability insurance coverage.
- C. The Grantee shall furnish the Grantor with current certificates of insurance evidencing such coverage upon request.

SECTION 5 Service Obligations

5.1 **No Discrimination.** Grantee shall not deny service, deny access, or otherwise discriminate against Subscribers, channel users, or general citizens on the basis of race, color, religion, national origin, age or sex.

5.2 **Privacy.** The Grantee shall fully comply with the privacy rights of Subscribers as contained in Cable Act Section 631 (47 U.S.C. § 551).

SECTION 6 Service Availability

6.1 **Service Area.** The Grantee shall continue to provide Cable Service to all residences within the Service Area where Grantee currently provides Cable Service. Grantee shall have the right, but not the obligation, to extend the Cable System into any other portion of the Service Area, including annexed areas, subject to economic feasibility. Cable Service offered to Subscribers pursuant to this Franchise shall be conditioned upon Grantee having legal access to any such Subscriber’s dwelling unit or other units wherein such Cable Service is provided.

6.2 **New Developments - Underground.** In cases of new construction or property development where utilities are to be placed underground, the Grantor agrees to use its best efforts to require as a condition of issuing a permit for open trenching to any developer or property owner that such developer or property owner give Grantee at least thirty (30) days prior written notice of such construction or development, and of the particular dates on which open trenching will be available for Grantee’s installation of conduit, pedestals and/or vaults, and laterals to be provided at Grantee’s expense. Grantee shall also provide specifications as needed for trenching. Costs of trenching and easements required to bring service to the development shall be borne by the developer or property owner; except that if Grantee fails to install its conduit, pedestals and/or vaults, and laterals within five (5) working days of the date the trenches are available, as designated in the written notice given by the developer or property owner, then should the trenches be closed after the five day period, the cost of new trenching is to be borne by Grantee.

6.3 Annexation. The Grantor shall promptly provide written notice to the Grantee of its annexation of any territory which is being provided Cable Service by the Grantee or its affiliates. Such annexed area will be subject to the provisions of this Franchise upon sixty (60) days written notice from the Grantor, subject to the conditions set forth below and Section 6.1 above. The Grantor shall also notify Grantee in writing of all new street address assignments or changes within the Service Area. Grantee shall within ninety (90) days after receipt of the annexation notice, pay the Grantor franchise fees on revenue received from the operation of the Cable System to provide Cable Services in any area annexed by the Grantor if the Grantor has provided a written annexation notice that includes the addresses that will be moved into the Service Area in an Excel format or in a format that will allow Grantee to change its billing system. If the annexation notice does not include the addresses that will be moved into the Service Area, Grantee shall pay franchise fees within ninety (90) days after it receives the annexed addresses as set forth above. All notices due under this section shall be sent to the addresses set forth in Section 14.5 with a copy to the Director of Government Relations. In any audit of franchise fees due under this Franchise, Grantee shall not be liable for franchise fees on annexed areas unless and until Grantee has received notification and information that meets the standards set forth in this section.

SECTION 7 Construction and Technical Standards

7.1 Compliance with Codes. All construction practices and installation of equipment shall be done in accordance with all applicable sections of the National Electrical Safety Code and applicable FCC technical requirements and the provisions of Section 8.3.

7.2 Construction Practices and Requirements. All of the Grantee's plant and equipment, including but not limited to the antenna site, head end and distribution system, towers, house connections, structures, poles, wire, cable, coaxial cable, fixtures and appurtenances shall be installed, located, erected, constructed, reconstructed, replaced, removed, repaired, maintained and operated in accordance with good engineering practices and performed by experienced maintenance and construction personnel.

7.3 Network Technical Requirements. The Cable System shall be designed, constructed and operated so as to meet those technical standards adopted by the FCC relating to Cable Systems contained in part 76 of the FCC's rules and regulations as they may be amended from time to time, regardless of the transmission technology utilized.

7.4 Performance Monitoring. Grantee shall test the Cable System consistent with the FCC regulations.

7.5 One Call of Wyoming. In the event of underground construction by the City, Grantee shall comply with Wyoming 811 requirements and promptly mark the location of its underground facilities in the area of construction.

SECTION 8 Conditions on Street Occupancy

8.1 General Conditions. Grantee shall have the right to utilize existing poles, conduits and other underground facilities whenever possible, and shall not construct or install any new, different, or additional poles, conduits, or other facilities on public property provided Grantee has access to the foregoing on reasonable terms and conditions. Where Grantee does not have access on reasonable terms and conditions, Grantee shall apply for all legally required permits of the Grantor and Grantor shall not unreasonably delay or withhold approval of such permits.

8.2 Underground Construction. The facilities of the Grantee shall be installed underground in those Service Areas where existing telephone and electric services are both underground at the time of system construction. In areas where either telephone or electric utility facilities are installed aurally at the time of system construction, the Grantee may place its facilities aurally with the understanding that at such time as the existing aerial facilities are required to be placed underground by the Grantor, the Grantee shall likewise place its facilities underground. In the event that any telephone or electric utilities are reimbursed by the Grantor or any agency thereof for the placement of lines underground or the movement of lines, Grantee shall be reimbursed upon the same terms and conditions as any telephone and electric utilities.

8.3 Codes and Permits. Grantee, its contractors and subcontractors, as applicable, shall obtain all legally required permits, at its and their expense, before commencing any work requiring a permit, including, but not limited to the opening or disturbance of any Street or use of any public easement within the Service Area. The Grantor shall cooperate with the Grantee in granting any permits required, providing such grant and subsequent construction by the Grantee shall not unduly interfere with the use of such Streets. The Grantee shall adhere to all building and zoning codes currently or hereafter applicable to construction, operation or maintenance of the Cable System in the Service Area, provided that such codes are of general applicability and such codes are uniformly and consistently applied by the Grantor as to public utility companies and other entities operating in the Service Area.

8.4 System Construction. All transmission lines, equipment and structures shall be so installed and located as to cause minimal interference with the rights and reasonable convenience of property owners and at all times shall be kept and maintained in a safe, adequate and operational condition, and in good order and repair. The Grantee shall, at all times, employ ordinary care and use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries, or nuisances to the public. Suitable barricades, flags, lights, flares or other devices shall be used at such times and places as are reasonably required for the safety of all members of the public. Any poles or other fixtures placed in any public way by the Grantee shall be placed in such a manner as not to interfere with the usual travel on such public way.

8.5 Inspection of Construction and Facilities. The City may inspect any of Grantee's facilities, equipment or construction at any time upon at least forty-eight (48) hours' notice, or, in case of an emergency, upon demand without prior notice.

8.6 Work of Contractors and Subcontractors. Grantee's contractors and subcontractors shall be licensed and bonded in accordance with the City's lawful, non-discriminatory ordinances, regulations and requirements. Work by contractors and subcontractors is subject to the same restrictions, limitations and conditions as if the work were performed by Grantee. Grantee shall be responsible for all work performed by its contractors and subcontractors.

8.7 Restoration of Public Ways. Grantee shall, at its own expense, restore any damage or disturbance caused to the public ways or Streets as a result of its operation, construction, or maintenance of the Cable System to a condition reasonably comparable to the condition of the public ways or Streets immediately prior to such damage or disturbance.

8.8 Removal in Emergency. Whenever, in case of fire or other disaster, it becomes necessary in the judgment of the Grantor to remove any of the Grantee's

facilities, no charge shall be made by the Grantee against the Grantor for restoration and repair, unless such acts amount to gross negligence by the Grantor.

8.9 Tree Trimming. Grantee or its designee shall have the authority to trim trees on public property at its own expense as may be necessary to protect its wires and facilities.

8.10 Relocation for the Grantor. The Grantee shall, upon receipt of reasonable advance written notice, to be not less than ten (10) business days, protect, support, temporarily disconnect, relocate, or remove any property of Grantee when lawfully required by the Grantor pursuant to its police powers. Grantee shall be responsible for any costs associated with these obligations to the same extent all other users of the City rights-of-way are responsible for the costs related to the relocation of their facilities.

8.11 Relocation for a Third Party. The Grantee shall, on the request of any Person holding a lawful permit issued by the Grantor, protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Street as necessary any property of the Grantee, provided that the expense of such is paid by any such Person benefiting from the relocation and the Grantee is given reasonable advance written notice to prepare for such changes. The Grantee may require such payment in advance. For purposes of this subsection, “reasonable advance written notice” shall be no less than ten (10) business days in the event of a temporary relocation and no less than one hundred twenty (120) days for a permanent relocation.

8.12 Reimbursement of Costs. If funds are available to any Person using the Streets for the purpose of defraying the cost of any of the foregoing, the Grantor shall reimburse the Grantee in the same manner in which other Persons affected by the requirement are reimbursed. If the funds are controlled by another governmental entity, the Grantor shall make application for such funds on behalf of the Grantee.

8.13 Emergency Use. Grantee shall comply with 47 U.S.C. Section 544(g) and all regulations issued pursuant thereto with respect to an Emergency Alert System (“EAS”).

SECTION 9 Service and Rates

9.1 Phone Service. The Grantee shall maintain a toll-free telephone number and a phone service operated such that complaints and requests for repairs or adjustments may be received at any time.

9.2 Notification of Procedures. The Grantee shall furnish each Subscriber at the time service is installed, with written instructions that clearly set forth information concerning the procedures for making inquiries or complaints, including the Grantee’s name, address and local telephone number. Grantee shall give the Grantor thirty (30) days prior notice of any rate increases, channel lineup or other substantive service changes.

9.3 Rate Regulation. Grantor shall have the right to exercise rate regulation to the extent authorized by law, or to refrain from exercising such regulation for any period of time, at the sole discretion of the Grantor. If and when exercising rate regulation, the Grantor shall abide by the terms and conditions set forth by the FCC.

9.4 Continuity of Service. It shall be the right of all Subscribers to continue receiving Cable Service insofar as their financial and other obligations to the Grantee are honored, and subject to Grantee's rights under this Franchise.

9.5 Service to Public Building. The Grantee will provide one outlet of Basic Service (and, if necessary, the equipment required to receive Basic Service) at City Hall, located at 240 Lincoln Street, Lander, WY, to be used for the City's internal, non-commercial and non-public use, at no charge to the City, but on a voluntary basis. The Grantee will provide the Franchising Authority with at least 120 days' written notice in advance of any decision to alter or discontinue such complimentary service, provided that the Grantee will immediately discontinue such services to such location at such time that the Grantor is not using such location for municipal purposes.

9.6 Customer Service Standards. Grantee shall comply with the customer service standards in 47 C.F.R. § 76.309 of the FCC's Rules and Regulations, as may be amended from time to time.

SECTION 10 Franchise Fee

10.1 Amount of Fee. Grantee shall pay to the Grantor an annual franchise fee in an amount equal to Five percent (5%) of Grantee's annual Gross Revenue. Such payment shall be in addition to taxes of general applicability owed to the Grantor by the Grantee that are not included as franchise fees under federal law. Franchise fees may be passed through to Subscribers as a line item on Subscriber bills or otherwise as Grantee chooses, consistent with federal law.

10.2 Payment of Fee. Payment of the fee due the Grantor shall be made on a quarterly basis, within forty-five (45) days of the close of each calendar quarter and transmitted by electronic funds transfer to a bank account designated by Grantor. The payment period and the collection of the franchise fees are to be paid to the Grantor pursuant to the Franchise commencing with the Effective Date of the Franchise.

10.3 Quarterly Franchise Fee Reports. Upon request from the Grantor, Grantee shall provide a written report to the Franchising Authority, containing an accurate statement in summarized form, as well as in reasonable and customary detail, of the Grantee's Gross Revenue and the computation of the payment amount.

10.4 Audit or Review. On an annual basis, upon 30 days prior written notice, the Franchising Authority shall have the right to conduct an independent audit or review of the Grantee's records reasonably related to the administration or enforcement of this Franchise, in accordance with GAAP. The report shall be shared with the Grantee promptly after the results are provided to the Franchising Authority. Any undisputed amounts due to the Franchising Authority as a result of the audit or review shall be paid within 60 days following the later of the delivery of the written notice to the Grantee by the Franchising Authority, or the delivery to the Grantee of the audit or review information. If the report shows that franchise fee payments have been underpaid by 5% or more, and subject to applicable law, Grantee shall pay the documented, itemized cost of the audit or review, such cost not to exceed \$5,000.

10.5 Interest. In the event of any late undisputed payment or underpayment, the Grantee shall pay, in addition to the amount due, interest at the rate of 1% per month, calculated from the date the payment was originally due until the date the Franchising Authority receives the payment.

10.6 Other Fees and Charges. The franchise fee shall be in addition to all lawful and non-discriminatory taxes, levies, assessments, license fees, permit fees, or charge on the business, occupation, property or income of the Grantee which

are now or will be required to be paid to the Franchising Authority under federal, State or local law, provided that such additional assessments do not violate 47 U.S.C. Section 542.

10.7 Accord and Satisfaction. No acceptance of any payment by the Grantor shall be construed as a release or as an accord and satisfaction of any claim the Grantor may have for additional sums payable as a franchise fee under this Franchise.

10.8 Limitation on Recovery. The period of limitation for recovery of any franchise fee payable hereunder shall be three (3) years from the date on which payment by the Grantee was due.

SECTION 11 Transfer of Franchise and Cable System

The Franchise granted hereunder and Cable System shall not be assigned, other than by operation of law or to an entity controlling, controlled by, or under common control with the Grantee, without the prior written consent of the Grantor, and such consent shall not be unreasonably withheld or delayed. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or Cable System to secure indebtedness. Within thirty (30) days of receiving a request for transfer, the Grantor shall notify the Grantee in writing of any additional information it reasonably requires to determine the legal, financial and technical qualifications of the transferee. If the Grantor has not taken action on the Grantee's request for transfer within one hundred twenty (120) days after receiving such request, consent by the Grantor shall be deemed given.

SECTION 12 Records, Reports and Maps

12.1 Reports Required. The Grantee's schedule of charges for regular Subscriber service, its policy regarding the processing of Subscriber complaints, delinquent Subscriber disconnect and reconnect procedures and any other terms and conditions adopted as the Grantee's policy in connection with its Subscribers shall be filed with the Grantor upon request.

12.2 Records Required.

The Grantee shall at all times maintain and provide for inspection upon written request:

- A. A record of all written Complaints received regarding interruptions or degradation of Cable Service, which record shall be maintained for one (1) year; and
- B. A service area map showing the location of the Cable System.

12.3 Inspection of Records. Grantee shall permit any duly authorized representative of the Grantor, upon receipt of advance written notice, to examine during normal business hours and on a non-disruptive basis any and all of Grantee's records maintained by Grantee as is reasonably necessary to ensure Grantee's compliance with the Franchise. Such notice shall specifically reference the subsection of the Franchise that is under review so that the Grantee may organize the necessary books and records for easy access by the Grantor. The Grantee shall not be required to maintain any books and records for Franchise compliance purposes longer than three (3) years, except for service complaints, which shall be kept for one (1) year as specified above. The Grantee shall not be required to provide Subscriber information in violation of 47 U.S.C. Section 551 of the Cable Act. The Grantor agrees to treat as confidential any books, records or maps that constitute proprietary or confidential information to the extent Grantee makes the Grantor

aware of such confidentiality. If the Grantor believes it must release any such confidential books or records in the course of enforcing this Franchise, or for any other reason, it shall advise Grantee in advance so that Grantee may take appropriate steps to protect its interests. Until otherwise ordered by a court or agency of competent jurisdiction, the Grantor agrees that, to the extent permitted by State and federal law, it shall deny access to any of Grantee's books and records marked confidential, as set forth above, to any Person.

SECTION 13 Enforcement or Revocation

13.1 Notice of Violation. If the Grantor believes that the Grantee has not complied with the terms of the Franchise, the Grantor shall first informally discuss the matter with Grantee. If these discussions do not lead to resolution of the problem, the Grantor shall notify the Grantee in writing of the exact nature of the alleged noncompliance (the "Violation Notice").

13.2 Grantee's Right to Cure or Respond. The Grantee shall have thirty (30) days from receipt of the Violation Notice to (i) respond to the Grantor, contesting the assertion of noncompliance, or (ii) cure such default, or (iii) if, by the nature of the default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the Grantor of the steps being taken and the projected date that they will be completed.

13.3 Public Hearing. If the Grantee fails to respond to the Violation Notice received from the Grantor, or if the default is not remedied within the cure period set forth above, the City Council shall schedule a public hearing if it intends to continue its investigation into the default. The Grantor shall provide the Grantee at least twenty (20) days prior written notice of such hearing, which specifies the time, place and purpose of such hearing, notice of which shall be published by the Clerk of the City in a newspaper of general circulation within the City. The Grantee shall have the right to present evidence and to question witnesses. The Grantor shall determine if the Grantee has committed a violation and shall make written findings of fact relative to its determination. If a violation is found, the Grantee may petition for reconsideration before any competent tribunal having jurisdiction over such matters.

13.4 Enforcement. Subject to applicable federal and State law, in the event the Grantor, after the hearing set forth in subsection 13.3 above, determines that the Grantee is in default of any provision of the Franchise, the Grantor 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 seek other equitable relief; or
- C. In the case of a substantial default of a material provision of the Franchise, seek to revoke the Franchise itself in accordance with subsection 13.5 below.

13.5 Revocation.

- A. Prior to revocation or termination of the Franchise, the Grantor shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of noncompliance by the Grantee, including one or more instances of substantial noncompliance with a material provision of the Franchise. The notice shall set forth the exact nature of the noncompliance. The Grantee shall have sixty (60) days from such notice to either object in writing and to state its reasons for such objection and provide any explanation or cure the alleged noncompliance. If the Grantor has not received a satisfactory response from

Grantee, it may then seek to revoke the Franchise at a public hearing. The Grantee shall be given at least thirty (30) days prior written notice of such public hearing, specifying the time and place of such hearing and stating Grantor's intent to revoke the Franchise.

- B. At the hearing, the City Council shall give the Grantee an opportunity to state its position on the matter, and present evidence and question witnesses, after which the City Council shall determine whether or not the Franchise shall be revoked. The public hearing shall be on the record and a written transcript shall be made available to the Grantee within ten (10) business days. The decision of the City Council shall be made in writing and shall be delivered to the Grantee. The Grantee may appeal such determination to an appropriate court, which shall have the power to review the decision of the City Council *de novo*. The Grantee may continue to operate the Cable System until all legal appeal procedures have been exhausted.
- C. Notwithstanding the above provisions, the Grantee does not waive any of its rights under federal law or regulation.
- D. Upon revocation of the Franchise, Grantee may remove the Cable System from the Streets of the Grantor, or abandon the Cable System in place, which will then become the property of the City.

SECTION 14 Miscellaneous Provisions

14.1 Force Majeure. The Grantee shall not be held in default under, or in noncompliance with the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Grantee to anticipate and control. This provision includes, but is not limited to, pandemics, severe or unusual weather conditions, fire, flood, or other acts of God, strikes, work delays caused by failure of utility providers to service, maintain or monitor their utility poles to which Grantee's Cable System is attached, as well as unavailability of materials or qualified labor to perform the work necessary.

14.2 Minor Violations. Furthermore, the parties hereby agree that it is not the Grantor's intention to subject the Grantee to penalties, fines, forfeitures or revocation of the Franchise for violations of the Franchise where the violation was a good faith error that resulted in no or minimal negative impact on the Subscribers within the Service Area, or where strict performance would result in practical difficulties and hardship to the Grantee which outweighs the benefit to be derived by the Grantor or Subscribers.

14.3 Action of Parties. In any action by the Grantor or the Grantee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld.

14.4 Equal Protection. If any other provider of cable services or wireline video services (without regard to the technology used to deliver such services) is lawfully authorized by the Grantor or by any other State or federal governmental entity to provide such services using facilities located wholly or partly in the public rights-of-way of the Grantor, the Grantor shall within thirty (30) days of a written request from Grantee, modify this Franchise to ensure that the obligations applicable to Grantee are no more burdensome than those imposed on the new

competing provider. If the Grantor fails to make modifications consistent with this requirement, Grantee's Franchise shall be deemed so modified thirty (30) days after the Grantee's initial written notice. As an alternative to the Franchise modification request, the Grantee shall have the right and may choose to have this Franchise with the Grantor be deemed expired thirty (30) days after written notice to the Grantor. Nothing in this Franchise shall impair the right of the Grantee to terminate this Franchise and, at Grantee's option, negotiate a renewal or replacement franchise, license, consent, certificate or other authorization with any appropriate government entity.

14.5 Notices. Every notice or response required by this Franchise to be served upon the Franchising Authority or Grantee shall be in writing, and shall be deemed to have been duly given to the required party when hand delivered or five business days after having been posted in a properly sealed and correctly addressed envelope when sent by certified or registered mail, postage prepaid or when sent via electronic mail (email).

The notices or responses to the Franchising Authority shall be addressed as follows:

City of Lander
240 Lincoln St
Lander, Wyoming 82530
Attention: Mayor
Email: clerk@landerwyoming.org

The notices or responses to the Grantee shall be addressed as follows:
Spectrum Pacific West, LLC, I/k/a Charter Communications
611 E. Carlson Street
Cheyenne, WY 82009
Attention: Government Affairs
Email: mike.mores@charter.com

With a copy to:
Charter Communications
Attn: VP, Government Affairs & Franchising
601 Massachusetts Ave., NW
Suite 400W
Washington, DC 20001
Email: charterfranchisenotices@charter.com

The Franchising Authority and the Grantee may designate another address or email address from time to time by giving written notice to the other without having to amend this Franchise.

14.6 Public Notice. Minimum public notice of any public meeting relating to this Franchise or any such grant of additional franchises, licenses, consents, certificates, authorizations, or exemptions by the Grantor to any other Person(s) to provide Cable Services, video services, or other television services utilizing any system or technology requiring use of the public rights of way shall be by publication at least once in a newspaper of general circulation in the area at least ten (10) days prior to the meeting and a posting at the administrative buildings of the Grantor.

14.6.1 Grantor shall provide written notice to Grantee within ten (10) days of Grantor's receipt from any other Person(s) of an application or request for a franchise(s), license(s), consent(s), certificate(s), authorization(s), or exemption(s) to provide Cable Services, video services, or other television services utilizing any system or technology requiring use of the public rights of way. Any public hearings to consider such application or request shall have the same notice requirement as outlined in Paragraph 14.6 above.

14.7 Descriptive Headings. The headings to sections or subsections are intended solely to facilitate the reading thereof. They shall not affect the meaning or interpretation of the text herein.

14.8 No Third-Party Beneficiaries. Nothing in this Franchise is intended to confer third-party beneficiary status on any person to enforce the terms of this Franchise.

14.9 Severability. If any section, subsection, sentence, clause, or phrase of this Franchise is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Franchise.

14.10 Entire Agreement. This Franchise constitutes the entire agreement between Grantee and the Grantor regarding the subject matter hereof and supersedes all prior or contemporaneous agreements, representations or understandings (whether written or oral) of the parties regarding the subject matter hereof.

14.11 Amendments of Franchise. Any changes, modifications or amendments to this Franchise must be made in writing, signed by the Grantor and the Grantee.

14.12 Publication Costs. Grantee shall pay the City for the documented reasonable cost incurred by the City for publication and notice of this Franchise.

14.13 Binding Effect. This Franchise shall be binding upon the parties hereto, their permitted successors and assigns.

14.14 No Joint Venture. Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties, and neither party is authorized to, nor shall either party act toward third persons or the public in any manner which would indicate any such relationship with the other.

14.15 No Waiver. The failure of the City at any time to require performance by Grantee of any provision hereof shall in no way affect the right of the City hereafter to enforce the same. Nor shall the waiver by the City of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision, or as a waiver of the provision itself or any other provision.

14.16 Venue and Governing Law. Venue for any judicial dispute between the City and Grantee arising under or out of this Franchise shall be in the District Court, Fremont County, Wyoming, or in the United States District Court for the District of Wyoming in Lander. This Franchise shall be governed, construed and enforced in accordance with State and federal law.

14.17 Wyoming Governmental Immunity. The Franchising Authority does not waive its governmental immunity or its defenses as provided by the Wyoming Constitution and the Wyoming Governmental Claims Act.

14.18 Effective Date. This Franchise granted herein will take effect and be in full force from and after the date first above written ("Effective Date").

SECTION 15. This Ordinance and the respective rights and obligations of the parties hereunder are subject to all present and future valid governmental legislation or regulation, whether federal or state, of duly constituted authorities which have jurisdiction over this Ordinance, one or both of

the parties, or any transaction hereunder.

SECTION 16. This Ordinance and the rights, authority and franchise herein and hereby granted shall terminate and be of no further force and effect:

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

SECTION 17. This Ordinance shall be in full force and effect from after its final passage and publication as required by law and upon acceptance by Grantee shall be held to constitute a binding contract between said Municipality and Grantee, subject to its terms and conditions.

SECTION 18: All Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

SECTION 19: Severability. If any section, subsection, sentence, phrase, or clause of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect the other provisions or applications of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared to be severable.

PUBLIC HEARING November 12, 2024

PASSED ON FIRST READING November 12, 2024

PASSED ON SECOND READING November 26, 2024

PASSED ON THIRD READING December 10, 2024

PASSED, ADOPTED AND APPROVED by the Mayor and City Council on the 10th day of December 2024.

THE CITY OF LANDER
A Municipal Corporation

By _____
Monte Richardson, Mayor

ATTEST:

Rachelle Fontaine, City Clerk

STATE OF WYOMING)
) ss.
COUNTY OF FREMONT)

CERTIFICATE

I hereby certify that on December 10, 2024, , following passage, adoption, and approval of Ordinance 2025-2, 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 December 11, 2024.

Rachelle Fontaine, City Clerk

RESOLUTION NO. 1347

**A RESOLUTION AUTHORIZING SUBMISSION OF GRANT APPLICATION
TO FEMA FOR THE PURPOSE OF LANDER VOLUNTEER FIRE
DEPARTMENT ENGINE No. 6 REPLACEMENT ON BEHALF OF THE
GOVERNING BODY OF THE CITY OF LANDER**

WITNESSETH

WHEREAS, the Governing Body of the City of Lander approved a 2023 strategic plan task to replace the Lander Volunteer Fire Department Engine 6; and

WHEREAS, the Governing Body of the City of Lander recognizes the need for providing equipment and vehicles for the Lander Volunteer Fire Department, and this project will assist in addressing those needs; and

WHEREAS, the public benefit(s) of this project will be to provide 95% of the funding, up to \$950,000, toward the replacement of Engine 6, and:

WHEREAS, the Governing Body of the City of Lander will provide the required 5% match to FEMA: cash match from the general fund, in-kind equipment and labor services; and

WHEREAS, In the event of any project cost overruns, the City of Lander will provide funding in the amount necessary to complete the project utilizing general budget funds budgeted along with funds obtained from future grant opportunities; and

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE City of Lander, that a grant application not to exceed \$950,000.00 be submitted to FEMA for consideration of assistance in funding to replace Lander Volunteer Fire Department Engine No. 6.; and

BE IT FURTHER RESOLVED, that RaJEan Strube Fosse, Assistant Mayor, and Hunter Roseberry, Assistant Public Works Director are hereby designated as the authorized representatives of the City of Lander to act on behalf of the Governing Body on all matters relating to this grant application.

PASSED, APROVED AND ADOPTED on the 10th Day of December 2024.

THE CITY OF LANDER
A Municipal Corporation

BY _____
Monte Richardson, Mayor

ATTEST:

Rachelle Fountaine, City Clerk

CERTIFICATE

I, Rachelle Fountaine, hereby certify that the foregoing Resolution was adopted by the City Council of the City of Lander at a regular meeting held on December 10, 2024, and that the meeting was held according to law; and that the said Resolution has been duly entered in the minute book of the City of Lander.

Rachelle Fountaine, City Clerk



City of Lander Grant Pre-Application

PRE-APPLICATION INFORMATION

City Department	Fire
Grant Program	AFG 2024 Grant
Funding Agency	FEMA
CDFA # or State ID	EMW-2024-FG-03627
Program/Project Name &/or Code	Engine 6 Replacement
Department Head/Project Manager	Chris Johnson
Purpose of Grant	Replace Engine 6
Strategic Objective Met	Yes
Requested Amount	\$950,000.00
Match amount	\$50,000.00
Total Amount	\$1,000,000.00
Is the project in the budget?	☒ Yes ☐ No
Are on-going expenses budgeted?	☒ Yes ☐ No
Application Deadline	Date: 12/20/24
Council Authorization required?	☒ Yes ☐ No Reason: Match Monies
Schedule for Council Agenda on	Date: 12/10/2024
Legal Requirements	No. of Ads ☐ Days between ads ☐ Public Hearing Days in advance of Public Hearing
Chris Johnson _____ Date: 12/3/24	
Submitted by _____ Date: 12/3/24	
Authorization of Department Head/Project Manager _____ Date:	
City Authorization _____	

RESOLUTION 1348

**A RESOLUTION AUTHORIZING AN APPLICATION TO
WYOMING COMMUNITY GAS
COMMUNITY IMPROVEMENT GRANT PROGRAM
FOR THE 2025 REPLACEMENT OF THREE GAS CHARBROIL GRILLS
AT CITY PARK (2) AND NORTH PARK (1)**

WHEREAS, the Governing Body of the City of Lander desires to improve functionality and ensure safety by replacing the gas charbroiler countertop grills at City Park (2) and North Park (1); and

WHEREAS, the Governing Body of the City of Lander recognizes the need for replacing the charbroiler countertop grills due to age, high temperature, and misuse over time which has caused damage to the existing grills, and believes this project will address those needs; and

WHEREAS, the public benefits of this project include: 1. Improved functionality of park facilities, 2. Repaired and updated infrastructure, and 3. Enhanced usability of park shelters for public enjoyment, and:

WHEREAS, the Governing Body of the City of Lander will seek \$19,315.93 in supplemental grant funding or alternative funding sources to ensure the full replacement of all three gas charbroil countertop grills with a total cost of \$24,315.93; and

WHEREAS, In the event of any project cost overruns, the City of Lander will provide funding in the amount necessary to complete the project utilizing general budget funds budgeted along with funds obtained from future grant opportunities; and

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE City of Lander, that a grant application not to exceed \$5,000 be submitted to Wyoming Community Gas Community Improvement Grant Program for consideration of assistance in funding the replacement of three gas charbroil countertop grills at City Park and North Park.

BE IT FURTHER RESOLVED, that Lance Hopkin, Public Works Director, is hereby appointed as the authorized representative of the City of Lander to act on behalf of the Governing Body on all matters relating to this grant application.

PASSED, APPROVED AND ADOPTED THIS 10th day of December 2024.

The City of Lander
A Municipal Corporation

Attest:

By: _____
Monte Richardson, Mayor

Rachelle Fontaine, City Clerk

CERTIFICATE

I, Rachelle Fontaine, hereby certify that the foregoing Resolution was adopted by the Governing Body of the City of Lander at a regular meeting held on December 10th, 2024, and that the meeting was held according to law; and that the said Resolution has been duly entered into the minute book of the City of Lander.

Rachelle Fontaine, City Clerk



City of Lander Grant Pre-Application

PRE-APPLICATION INFORMATION

City Department	Parks and Recreation
Grant Program	Community Improvement Grant Program
Funding Agency	Wyoming Community Gas
CDFA # or State ID	
Program/Project Name &/or Code	REPLACEMENT OF THREE GAS CHARBROIL GRILLS AT CITY PARK (2) AND NORTH PARK (1)
Department Head/Project Manager	Lance Hopkin
Purpose of Grant	Purchase 3 replacement grills for park shelters
Strategic Objective Met	Equipment Replacement and Park Improvements
Requested Amount	\$5,000
Match amount	\$19,315.93 needed in other grant sources which will be pursued
Total Amount	\$24,315.93
Is the project in the budget?	☒ Yes ☐ No Equipment Replacement
Are on-going expenses budgeted?	☐ Yes ☒ No
Application Deadline	Date: January 31, 2024
Council Authorization required?	☒ Yes ☐ No Reason: Grant requires a resolution
Schedule for Council Agenda on	Date: December 10, 2024
Legal Requirements	No. of Ads ☐ Days between ads ☐ Public Hearing Days in advance of Public Hearing
Anne Even <i>Anne Even</i> _____ Date: _____ Submitted by Lance Hopkin <i>Lance Hopkin</i> _____ Date: _____ Authorization of Department Head/Project Manager _____ Date: _____ City Authorization	

RESOLUTION 1325
A RESOLUTION ENCUMBERING LOT 1, TABLE MOUNTAIN SUBDIVISION
FOR THE PURPOSES OF OBTAINING FINANCING FOR
TABLE MOUNTAIN LIVING COMMUNITY.

WHEREAS, the Governing body of the City of Lander, Fremont County, Wyoming, find and declare that there is a need for safe and sanitary Assisted Living and Memory Care housing opportunities in the City of Lander; and

WHEREAS, Resolution 1203, dated May 11, 2021, authorized the Lander Housing Authority to *"provide, or assist in providing by any suitable method, through the use of federal, state and local funds, safe and sanitary Assisted Living and Memory Care opportunity to fit the needs of the Lander Community."*

WHEREAS, Lot 1 Table Mountain Subdivision, commonly known as 1400 Bishop Randall Drive, has been subdivided for the sole purpose of locating Table Mountain Living Community; and,

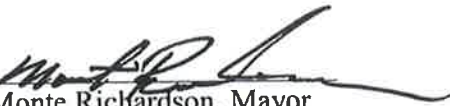
WHEREAS, The Lander Housing Authority has applied for construction and long-term financing that requires that the land be pledged as collateral, and

WHEREAS, State Statute 15-9-113 (vii) allows Cities to *"mortgage, pledge, hypothecate or otherwise encumber or dispose of any real property."*

NOW THEREFORE, BE IT RESOLVED by the Governing Body of the City of Lander shall exercise its authority pursuant to Wyoming Statutes 15-9-113 inclusive, and hereby agrees to pledge Lot 1 Table Mountain Subdivision for the purposes of obtaining permanent financing for Table Mountain Living Community.

PASSED, APPROVED AND ADOPTED the 12th day of March 2024

The City of Lander
 A Municipal Corporation

By: 
 Monte Richardson, Mayor

Attest:


 Rachelle Fontaine, City Clerk

CERTIFICATE

I, Rachelle Fontaine, hereby certify that the foregoing Resolution was adopted by the Governing Body of the City of Lander at a regular meeting held on March 12, 2024 and that the meeting was held according to law; and that the said Resolution has been duly entered into the minute book of the City of Lander.


 Rachelle Fontaine, City Clerk

RESOLUTION 1349
REVOKING RESOLUTION 1325
A RESOLUTION ENCUMBERING LOT 1, TABLE MOUNTAIN SUBDIVISION
FOR THE PURPOSES OF OBTAINING FINANCING FOR
TABLE MOUNTAIN LIVING COMMUNITY.

WHEREAS, the Governing body of the City of Lander, Fremont County, Wyoming, has determined that the Lander Housing Authority is not statutorily allowed to build, operate and maintain Assisted Living and Memory Care housing opportunities in the City of Lander; and

WHEREAS, Resolution 1325, dated March 12, 2024, authorized the Lander Housing Authority to encumber Lot, 1 Table Mountain Subdivision, for the purposes of such a facility.

NOW THEREFORE, BE IT RESOLVED by the Governing Body of the City of hereby revokes Resolution 1325 along with all privileges and rights given to the Lander Housing Authority to encumber said city-owned property.

PASSED, APPROVED AND ADOPTED the 10th day of December 2024

The City of Lander
A Municipal Corporation

Attest:

By: _____
Monte Richardson, Mayor

Rachelle Fontaine, City Clerk

CERTIFICATE

I, Rachelle Fontaine, hereby certify that the foregoing Resolution was adopted by the Governing Body of the City of Lander at a regular meeting held on December 10, 2024, and that the meeting was held according to law; and that the said Resolution has been duly entered into the minute book of the City of Lander.

Rachelle Fontaine, City Clerk

RESOLUTION 1350

A RESOLUTION ADOPTING THE CITY OF LANDER SUBDIVISION REGULATIONS AND REPEALING ALL PREVIOUS RESOLUTIONS OF THE SAME SUBJECT AND TITLE

WHEREAS, the governing body desires to remove the existing subdivision regulations from the City Ordinance Structure and adopt such regulations as Resolutions, and

WHEREAS, the governing body has approved Ordinance 2024-08 Creating Title 4 which excluded said subdivision regulations, and

WHEREAS, adopting Resolution 1350 shall supersede and vacate previously passed Resolution Numbers 185, 231, 549, 560, 576, 737, 804, 892, and 1101.

WHEREAS, Ordinance 2024-08 superseded and replaced Ordinance 1234 and further, the Governing Body of the City Lander shall consider a new Ordinance to vacate any conflicting language that may be contained in Ordinances 728 and 1107; and

WHEREAS, all Resolutions or parts of Resolutions in conflict herewith are hereby repealed; and

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

NOW THEREFORE, be it ordained by the Governing Body of the City of Lander, Fremont County, Wyoming that the City of Lander Adopts the following City of Lander Subdivision Regulations as herein written below.

CITY OF LANDER SUBDIVISION REGULATIONS

[1 Subdivisions General Provisions](#)

[2 Application And Exemptions](#)

[3. Administration And Enforcement](#)

[4 Procedures And Requirements For Preliminary Platting 8.20](#)

[5 Final Plats](#)

[6 General Design And Engineering Standards](#)

[7 Planned Unit Development \(PUD\)](#)

1 Subdivisions General Provisions

These regulations have been promulgated and adopted with the following purposes in mind:

- A. To ensure orderly development in conformance with a duly adopted Master Plan.
- B. To protect the public health, safety and general welfare of present and future residents of the City of Lander, Wyoming.
- C. To establish standards and procedures for the protection of the common interests of the general public, the landowner and the developer.
- D. To protect the character and value of lands and buildings throughout the City of Lander and minimize conflicts among the uses of land and buildings.
- E. To provide safe and adequate transportation systems, utilities and other public facilities.
- F. To establish adequate and accurate records of land subdivisions.
- G. To encourage the use of innovative land planning and urban design techniques.

2 Application And Exemptions

[2.1 Application](#)

[2.2 Exemptions](#)

[2.3 Subdivisions Within One \(1\) Mile Of City Limits](#)

2.1 Application

City of Lander Subdivision Regulations shall apply to:

- A. All of the lands within the boundaries of the City of Lander, Wyoming as they shall from time to time be amended.
- B. Any proposed division of real property within the City limits of Lander must comply with this ordinance with application and approval by the Planning Commission. No person shall subdivide any lot or tract of land or modify any deeded boundary without first applying for a subdivision, obtaining a recommendation from the Lander Planning Commission and approval of the City Council.
- C. None of the provisions at the adoption of this ordinance shall be construed to require replatting for any subdivision plats that have been made and legally recorded pursuant to any regulations previously in force; and all plats heretofore filed for record and not subsequently vacated are hereby declared valid.
- D. However, if any such subdivision has never been or has partially been improved with paved streets, curb, gutter, sidewalks and proper utility lines, no building permit will be issued for those lots within such subdivision or part thereof that does not have direct access to said improvements until those public improvements have been installed according to the adopted City of Lander Engineering Standards and Specifications Manual - Most Recent Edition. The financial responsibility for installing those improvements rests with the owner(s) of record of that/those lot(s).

- E. For subdivision outside of City Limits with approved City water and/or sewer services, the owner(s) that must have those public improvements installed shall make application to the City for the establishment of a Public Improvement District as provided under Chapter 15, Title 6, Wyoming State Statutes (1977), as amended, with said District being of sufficient size to encompass the entire subdivision or a portion thereof as determined by the City Engineer/Public Works Director.

2.2 Exemptions

These regulations shall not apply to:

- A. The subdivision of land for and creation and/or the sale of cemetery lots.
- B. The sale of land to the State of Wyoming, U.S. Government or any political subdivision thereof.
- C. A lot, tract, or parcel of land 35 acres or more in size.

2.3 Subdivisions Within One (1) Mile Of City Limits

- A. All Planned Subdivisions within one (1) mile of the City Limits shall be reviewed by the Planning Commission and Certified by the City Council. The Plat shall be reviewed to ensure it:
 - 1. Conforms to any adopted street plan of the city, town or county.
 - 2. Contains all areas for streets, roads and alleys that are dedicated rights-of-way.
 - 3. Contains dedicated easements for all existing and proposed utilities; and
 - 4. Contains any additional criteria the governing body of the city or town and the board of county commissioners agree to through a jointly adopted plan or voluntary agreement.
- B. When executed, acknowledged and approved as provided in LMC 8.08.030, the plat shall be filed and recorded in the office of the clerk of the proper county.

3 Administration And Enforcement

[3.1 Administration](#)

[3.2 Appeals](#)

[3.3 Variances](#)

[3.4 Vacations](#)

[3.5 Administrative Liability](#)

3.1 Administration.

- A. These regulations shall be administered by the City of Lander Administration.
- B. All plats submitted to the City Council of the City of Lander shall first have been examined by the City Engineer/Public Works Director and the Planning Commission in accordance with the procedures established by this ordinance. As a part of their examination, the Staff and the Commission may consult with other public or private agencies to determine whether or not the plat as proposed will contribute to the orderly growth and development of the City. The City Hall Administration shall receive all materials required to be submitted by these regulations.

Preliminary and final subdivision plats, supporting materials and any Department's recommendations thereon shall be reviewed and evaluated by the Planning Commission. After concluding its examination, the Planning Commission shall, in the case of Preliminary Plats, notify the developer of its decision in writing, and in the case of Final Plats communicate its findings and recommendations to the City Council in writing. The actions of the City Administration, the Commission and the Council shall be governed by the procedures and schedules hereinafter set forth.

- C. The City shall not extend utilities and services and shall not approve any proposed subdivision of land which by itself or as a part of a larger tract, is contiguous to or completely surrounded by the boundaries of the City unless the Preliminary Plat submitted to the Planning Commission is accompanied by a properly acknowledged petition for annexation to the City and a separate application for proper zoning.
- D. The City Administration shall review both the annexation petition and the Preliminary Plat for accuracy and completeness and shall process the plats as if the land were already a part of the City. The required plats and the annexation petition may be considered by the City simultaneously; however, final action by the City Council on the annexation petition and zoning shall precede or be taken concurrently with final action on the Final Plat.

3.2 Appeals.

Any developer or landowner aggrieved by the action of the Planning Commission or the administrative staff of the City of Lander in their administration of these regulations, may request a hearing before the City Council. The request shall be in writing, shall be submitted to the City Administration within thirty (30) days of the receipt of such a request, the City Council shall hold a hearing to determine the proper disposition of the matter. At the hearing, the Council shall consider not only the developer's/landowner's appeal, but also the written or verbal comments of the Commission, agency or person appealed from. The Council shall either reaffirm or modify the decision of the Commission, agency or person and note the decision in the record of its

hearing. The developer or landowner may then proceed with the subdivision of the land based upon this decision of the Council including any conditions set forth by Council. This decision shall be binding upon all agencies and administrative personnel of the City of Lander.

3.3 Variances.

Any variances requested from the strict enforcement of these Subdivision Regulations must be formally presented as a variance request through the Board of Adjustments as set forth in Ordinance 2024-8, *Title 4 Planning and Zoning Code* as from time to time may be amended.

3.4 Vacations.

- .A. Vacation of Plat or Portion of Plat . Any plat may be vacated by the owners or proprietors thereof at any time before sale of any lots, or before the City has made substantial improvements in the subdivision, by submitting a copy of the plat to the Planning Commission along with a written request for the vacation. In cases where lots have been sold, the written request shall be by all of the owners of lots within the plat. The Planning Commission shall make a recommendation on the vacation to the City Council and the Council shall approve or disapprove the vacation. The recording of an instrument vacating the plat shall operate to destroy the force and effect of the recording of the original plat and to divest all public rights in the streets, alleys, common and public grounds laid out or described in such a plat.
- B. Vacation of Streets and alleys. Any Street or Alley platted and laid out under the provisions of these regulations or laid out under any prior law of the State of Wyoming regulating private plats may be altered or vacated in the manner provided by law for the alteration or discontinuance of highways.
 - A. Any part of a plat may be vacated under the provisions, and subject to the conditions of Vacations of these regulations, provided such vacating does not abridge or destroy any of the rights and privileges of other proprietors in said plat and provided, further, that nothing contained in this section shall authorize the closing or obstruction of any public highways laid out according to law. The request for vacation shall be made by all of the owners of lots within that portion of the overall plat sought to be vacated.
 - B. When any part of a plat shall be vacated as aforesaid, streets, alleys and other public grounds shall be assigned to all lots or parcels adjacent to the public area being vacated in equal proportions.
 - C. The County Clerk shall write in plain, legible letters across that part of said plat so vacated, the word "vacated" and also make a reference on the same to the volume and page in which the said instrument of vacation is recorded.
 - D. Land covered by a vacated plat may be replatted as described by these regulations. Any later replatting of an area already platted and not vacated shall be construed to be a request for the vacation of the original plat or portion thereof. Any such plat, once approved and recorded, shall act to

vacate the original plat which it replaces.

3.5 Administrative Liability.

- A. The City shall hold harmless the other city agencies and officials and their official agents and representatives, when acting in good faith and without malice, from all personal liability for any damage that may accrue to any person or property as a result of any act required by these regulations, or for the omission of any act on the part of the Commission, agency or official or their authorized agents in the discharge of their duties hereunder. Any suit brought against the City or the City Administration because of any such act or omission in the carrying out of the provisions of these regulations shall be defended by the City's legal department through final determination of such proceedings.

4 Procedures And Requirements For Subdivision Platting

4.1 Pre-Application

4.2 Preliminary Plat

4.3 Final Plat

4.4 Minor Plats

4.5 Corrected Plats, Replats And Re-Subdivisions

4.6 Final Plat Infrastructure Improvements

4.7 Legal Status

4.1 Pre-Application

- A. Prior to the submission of a Preliminary Plat as required by these regulations, the developer shall contact the City Administration, the City Engineer/Public Works Director and any other administrative personnel or public or private agencies to determine:
1. Procedures and requirements for filing the preliminary and final plats.
 2. Availability of public water and sewer and requirements when public systems are not readily available.
 3. Zoning requirements on the property.
 4. Transportation Plan, land use, schools, parks and other public open space as directed in the most recently adopted Master Plan.
 5. The location and extent of any floodplains as shown by maps is located on line as the: FEMA's National Flood Hazard Layer or the City Building Department.
 6. Soil types and problems on the property as shown on available soil survey maps prepared by the Natural Resources Conservation Service or a professional engineer.

- B. As part of this pre-application process, the developer may discuss with the City Administration or any other appropriate agency the developer's tentative proposals for the development of the property.
- C. The purpose of this pre-application procedure is to determine any problems with the proposed development before expenses are incurred in the preparation of a Preliminary Plat. No official action is required of the City Administration or other agencies other than to offer appropriate comments on the proposal.

4.2 Preliminary Plat

- A. Preliminary Plats shall be submitted in an acceptable printed and electronic format as designated by the City Administration. The Preliminary Plat shall consist of a drawing or drawings and accompanying material and information prescribed by these regulations.
- B. The Preliminary Plat drawing(s) and written narrative shall be prepared on an approved application form provided by City Administration. Partial or incomplete application forms will not be accepted.
- C. The following information and material shall be a part of any Preliminary Plat submittal and shall accompany the Preliminary Plat drawing:
 1. A completed application form accompanied by payment of the total amount of the Preliminary Plat fee and all necessary zoning and annexation forms as appropriate.
 2. Plat drawings prepared by a Professional Engineer or Professional Land Surveyor licensed in the State of Wyoming.
 3. A statement explaining how and when the developer proposes to install water, sewer, paving, sidewalks, drainageways, and other required improvements.
 4. A statement describing the development and maintenance responsibility for any private streets or drives, ways and open spaces.
 5. The recommendation of a qualified professional engineer regarding soil suitability, including corrosion hazard, erosion control, sedimentation and flooding potential problems.
 6. A description of the phasing and scheduling of phases for the development if the Final Plat is to be submitted in separate phases.
 7. A petition for annexation to the City of Lander if the land to be subdivided is contiguous to and, either by itself or as part of a larger tract, is completely surrounded by the boundaries of the city.
 8. An application for appropriate City zoning for the subdivided area if the area is to be annexed or if the existing zoning district does not allow the type of use proposed.

9. Information as to appurtenant water rights that may be transferred to the City to service the water needs of the subdivision, including but not limited to quantity, source and applicable documents as required by the City Public Works Director/City Engineer to transfer the water rights to the City in exchange for providing City treated water.
- D. After receipt of the Preliminary Plat and all required supporting material, City Administration shall schedule the Plat for consideration at a regular business meeting of the Planning Commission.
1. The following is the full explanation of the process:
 - a. After receipt of the Preliminary Plat and all required supporting material, City Administration shall schedule the plat for consideration at the next regular business meeting of the Planning Commission which shall be at least within AT LEAST twenty-one (21) days after the date on which the Plat was submitted, and shall, within three (3) days transmit copies to appropriate agencies and officials for their review and comment.
 - b. At a minimum, copies of the plat shall be referred to:
 - (1) The City Engineer/Public Works Director
 - (2) The City Building Inspector
 - (3) Any utility or special district
 - (4) City Parks and Recreation Commission
 - (5) The City Fire Administrator
- E. Agencies receiving referral copies of the Preliminary Plat should return written comments on the Plat to the City Administration within fourteen (14) days after receipt of the Plat. Agencies may also present comments on the Plat at the Planning Commission meeting at which the Plat is considered.
- F. Upon receipt of all agency comments, or at the end of the fourteen (14) day period, the City Administration will summarize the agency comments, add written comments and recommendations from the City Administration itself, and present the material and recommendations to the Planning Commission for its consideration.
- G. At least seven (7) days prior to the date of the Planning Commission meeting at which the Plat is to be considered, the City Administration shall, from information provided by the developer as a part of his Preliminary Plat submittal, notify the owners of subdivided lots and owners of un-platted land contiguous and immediately adjacent to the boundaries of the proposed subdivision of the time and date of the meeting.
- H. The developer and all other interested or affected parties shall be allowed to offer comments on the Preliminary Plat at the Planning Commission meeting. After due deliberation, the Planning Commission shall either approve or disapprove the Preliminary Plat and so notify the developer in writing within ten (10) business days after the date of the meeting at which final action was taken.

The Planning Commission may attach conditions to its approval. If the Plat is disapproved, the Planning Commission shall specify conditions under which the Plat may gain approval.

- I. If the developer contends that conditions of approval attached by the Planning Commission are of such a nature as to make development of his land impractical or if the developer contends that disapproval of his Preliminary Plat by the Planning Commission was a wrongful decision, he may, in writing, request a hearing before the City Council and proceed according to the provisions of 3.2 of these regulations.
- J. Approval of the Preliminary Plat either by the Planning Commission, or upon appeal, by the City Council shall be effective for twelve (12) consecutive calendar months from the date of approval. The developer may apply in writing for and the Planning Commission may, for cause shown, grant a six (6) month extension to the twelve month period. If a Final Plat has not been submitted within this specified period on all or a portion of the land area included in the Preliminary Plat, a Preliminary Plat must be again submitted for approval. In a phased development, any land area for which a Preliminary Plat has been approved and for which a Final Plat has not been submitted within thirty-six (36) months from the date of the approval of the Preliminary Plat, shall not be allowed to proceed with final platting until a new Preliminary Plat is submitted and approved.

4.3 Final Plat

- A. After approval of the Preliminary Plat, the Final Plat may be prepared and submitted. The Final Plat shall be prepared and certified as to its accuracy by a registered land surveyor licensed to do such work in the State of Wyoming. The Final Plat and required supporting material shall conform to the City of Lander Standards and Specifications.
- B. Final platting may be accomplished in stages covering reasonable portions of the area of an approved Preliminary Plat. When this is done, each sheet of the Final Plat shall contain a vicinity map showing the location of the portion being submitted in relationship to the area for which the Preliminary Plat was submitted. All Final Plats so submitted shall be of the same scale; shall have identical titles, legends and other information; and shall have match lines so that mosaics of the entire subdivision can be developed. Each stage of the subdivision shall be as nearly self-sustaining and complete as possible, and shall by itself, or in conjunction with previous stages, meet the design standards set forth in these regulations so that if development of the entire subdivision is interrupted or discontinued after one or more stages is completed, a viable development will result. Plats of a phased subdivision may be submitted together for concurrent review by the Planning Commission. If submitted for concurrent review, the plats shall be assessed a single Final Plat fee and shall require a single set of supporting documentation covering all phases.
- C. An electronic copy of all required supporting material shall be submitted to the City Administration at least fourteen (14) days prior to the Planning Commission

meeting at which the Final Plat is to be considered. Supporting materials shall include:

1. Water and Sewer drawings prepared by a professional engineer licensed in the State of Wyoming
2. The accompanying DEQ permit
3. Water Rights transfer documents in accordance with the Wyoming State Engineer's Office requirements, as appropriate.

D. All final plats shall be accompanied with the final plat fee and shall include the drawings with the appropriate Certifications as required on an approved application form provided by City Administration. Certifications shall include:

1. A notarized certificate by all parties having any titled interest in or upon the land, consenting to the recording of the Plat. A mortgagor may not have to sign the plat if a permission form provided by City Administration has been received with the Final Plat submission. Certificates shall read in accordance with Wyoming State Statutes and reviewed by Fremont County Clerk's office.
2. Land dedication certificate dedicating public ways, grounds and easements for public use. Land dedications shall read in accordance with Wyoming State Statutes and be reviewed by Fremont County Clerk's office.
3. Certification for Drainage Easements, when appropriate, shall read:

Drainage easements as designated on this plat are hereby dedicated to the City of Lander and its licensees for public use to accommodate the flow or storage of storm waters and shall be kept free of all structures or other impediments
4. Certification of Water Rights, when appropriate, shall read:

Water Rights as designated on this plat have been dedicated to the City of Lander and its licensees and may be transferred to the City of Lander in exchange for providing City treated water.

E. After receipt of the Final Plat, the City Administration shall review the submittal for completeness and for conformance with the approved Preliminary Plat. The City Administration may refer copies of the Final Plat to, and seek comment from, other officials and agencies. Any such comments should be made known to the City Administration within fourteen (14) days after the date of submittal of the Final Plat.

F. The Final Plat shall be scheduled for consideration of the Planning Commission at its next regular meeting after the minimum fourteen (21) day review period. After due deliberation, the Planning Commission shall approve, conditionally approve or disapprove the Final Plat.

- G. If accompanied by an annexation, vacation, partial vacation, or re-zoning request, the Final plat must adhere to the public hearing processes of Ordinance 2024-8 *Title 4 Planning and Zoning*. The required public hearing with (15 days public notice) may take place during the preliminary plat phase or the Final Plat phase but shall occur at least once prior to approval from City Council.
- H. Approval of a Final Plat by the Planning Commission shall remain effective for twelve (12) calendar months. If no action has taken place to construct the improvements for the approved plat within the 12-month period, City Administration may require additional documentation and planning commission approval to proceed with the improvements.
- I. The developer shall be notified of the action of the Planning Commission and the scheduled approval by City Council. If the Plat is disapproved, the developer may request a hearing before the City Council, according to the provisions of 3.2 of these regulations.
- J. Within a reasonable time after receiving the recommendations of the Planning Commission along with the Final Plat and accompanying materials, the City Council shall either approve the Final Plat or disapprove the Final Plat and notify the developer of the conditions to be met to gain approval.
- K. Upon approval by the City Council of the Final Plat, the City Administration shall cause the fully approved and executed Final Plat to be recorded with the County Clerk's office for the filing of the Final Plat among the official records of the County.
- L. As an alternate procedure and at the request of the developer, the City Council may approve a Final Plat and instruct the City Administration to withhold the approved Final Plat from recording for a period of time to allow the developer to install all of the required public improvements according to the plans and specifications approved by the City Engineer/Public Works Director. This procedure, when approved by the Council, shall be in lieu of the guarantees for installation of improvements as set forth in 4-9-4.3.12 of these regulations. An executed standard contract as approved by the City Attorney regarding installation of improvements shall still be submitted with the Final Plat. The contract shall require that all improvements be completed no later than twenty-four (24) months from the date the Final Plat was approved by the City Council. If required by the City Engineer/Public Works Director, the developer shall also submit with the Final Plat a signed and acknowledged instrument in recordable form dedicating to the City those easements shown on the plat which may be needed in advance of the plat being recorded. The developer shall also agree to cooperate with the City Engineer/Public Works Director in the necessary inspections of the construction of subdivision improvements. When the completed improvements are inspected and approved by the City Engineer/Public Works Director and, if proposed for City maintenance, accepted by the City, the plat shall be recorded and the sale of lots may proceed according to the approved and recorded plat. The City Council may repeal the approval of the plat should the developer fail to meet the terms of the contract.

- M. Building permits shall not be issued until all public improvements have been installed, approved by the City Engineer/Public Works Director and accepted by the City Council. However, the developer may appeal to the City Administration to allow the issuance of building permits only if the developer can demonstrate that he is proceeding in good faith and has, at a minimum, installed sewer and water lines as well as has a suitable temporary street surface as determined by the City Engineer/Public Works Director. Certificates of occupancy shall not be issued until all public improvements have been installed, approved by the City Engineer/Public Works Director.

4.4 Minor Plats

For subdivisions consisting of five lots or less, simple lot line changes between adjacent lots, where street dedications are not required, and/or on the determination of the City Administration, the developer may proceed directly to the preparation of the Final Plat. The City Administration shall designate those information requirements from the preliminary and final plat processes that will be necessary for the Planning Commission to adequately evaluate the subdivision.

4.5 Corrected Plats, Replats And Re-Subdivisions

- A. Corrected Plats - If, after the approval and recording of a Final Plat, errors are found in the language or numbers on the recorded Plat, the developer shall file a properly signed, corrected or revised original mylar or linen with the City Administration. The Plat shall be noted CORRECTED PLAT under the name of the subdivision. Notations shall be made on the face of the Plat listing all corrections made and the book and page numbers where the original plat was recorded. The City Administration shall review the Plat for correction, secure the signatures of the proper public officials on the corrected plat and present the plat to the City Council for the reaffirmation of their approval and to the County Clerk for recording. The recording of the corrected plat shall void the incorrect original plat and the County Clerk shall note VOID across the face of the incorrect plat.
- B. Replats. If, after the approval and recording of a Final Plat, a developer wishes to modify the location of lot lines on a part or all of the recorded plat, and if there is no change in the location or size of the dedicated streets, the developer shall submit a new Final Plat drawing the revised lot arrangement. The City Administration shall determine which of the required supporting documents shall be resubmitted with the revised Final Plat. The plat shall be marked under the name of the subdivision, REPLAT and shall be processed as a Final Plat.
- C. Re-Subdivision. If, after the approval and recording of a Final Plat, a developer wishes to change the street layout, add lots, or add un-platted land to a part or all of

the platted area, the resulting subdivision shall be treated as a new submittal with both a Preliminary Plat and a Final Plat required. Based on the currency of the information submitted with the original plat, the City Administration shall determine which of the required supporting documents must be resubmitted. The subdivision shall be identified as the existing name of the Subdivision, RESUBDIVISION .

4.6 Final Plat Infrastructure Improvements

A. Prior to the approval of any Final Plat by the City Council the developer shall either:

1. Request that Council proceed according to the provisions of of these regulations regarding delaying the recording of the Final Plat until improvements are installed and approved or;
2. Guarantee the installation of the necessary public facilities by complying with the provisions regarding financial commitments and by executing a standard contract on forms provided by the City.
 - a. The standard contract shall, among other things, specify that the required improvements be installed within the time stated, in accordance with the requirements of the contract, and where applicable, the requirements of the Wyoming Department of Environmental Quality.
 - b. The time specified for the completion of the required improvements shall not exceed twenty-four (24) months from the date the Final Plat was approved by the City Council.
 - (1) As improvements are completed, inspected and approved by the City Engineer/Public Works Director, the developer may apply to the City for a release of a proportionate part of any collateral deposited with the City Council.
 - (2) All public improvements must be designed by a professional engineer licensed to do such work in the State of Wyoming.
 - (3) As provided in the contract, the developer shall install the improvements in a timely manner and in accordance with

plans, specifications and data as approved by the City Council.

- c. Monuments at the corners of all tracts, blocks and lots and at all subdivision boundary corners. Permanent concrete monuments shall be accurately set and established at the intersections of all outside boundary lines of the subdivision, at the intersection of those boundary lines with all street lines; at the beginning and end of all curves; at points or curves where the radius of direction changes; and at such other points as are necessary to establish definitely all lines of the plat. Concrete monuments shall be at least thirty-six (36) inches long and at least six (6) inches in diameter and shall be provided with an appropriate center point. Solid iron pins or iron pipe monuments at least one (1) inch in diameter and at least thirty (30) inches long may be used at all other points.
 - d. Grading, drainage and drainage structures for streets and highways and for areas within the subdivision. Special precautions may be required to prevent erosion and dust control during and after construction.
 - e. Road improvements including base, surfacing, gutters and curbs. Sidewalks will be installed per the City of Lander Standards and Specifications.
 - f. Streetlights, street name signs.
 - g. Water mains and fire hydrants of a size, type and at locations designated by the City Engineer/Public Works Director.
 - h. Sanitary sewer mains, laterals and facilities.
 - i. Storm sewer mains and laterals as approved on the drainage plan.
 - j. Water distribution lines and facilities.
 - k. Utilities such as gas, telephone and electricity.
 - l. Other facilities or improvements as may be specified in the contract and agreed to by the developer.
3. Prior to the approval of any completed improvements, as built plans must be submitted to the City Engineer/Public Works Director.
- a. The plans shall be submitted electronically.
 - b. The plan submittal shall contain:
 - (1) A cover sheet
 - (2) The subdivision plat
 - (3) The overall street layout
 - (4) The overall water system
 - (5) The overall sanitary sewer system
 - (6) The overall drainage plan

- (7) Additional detail sheets as necessary at 1"=50' scale, with title block and sheet numbers in the lower right-hand corner of each page and showing the detailed location of all utilities to include service lines to lots.
 - (8) A permanent benchmark shall be described on each sheet.
- 4. The developer will be responsible for any damage incurred to the improvements until the improvements are accepted by the City Engineer/Public Works Director.
- 5. Construction Inspection.
 - a. The developer shall pay the estimated cost of inspection by the City Fee Schedule
 - b. The developer, before being issued a construction permit, will sign an agreement with the City on the terms and conditions of inspection and post a bond guaranteeing the agreement.
 - c. Construction of public improvements must be inspected by a city registered engineer in the State of Wyoming throughout construction.
 - d. Inspection reports and as-builts will be required for final acceptance by the City of Lander.
- 6. Final Inspection.
 - a. Upon written notice of completion of all the improvements and submission of "as built" construction plans by the developer, the City Engineer/Public Works Director will make a final inspection.
 - b. After correction of any items needing repair, completion or alteration, the City Engineer/Public Works Director will advise the City Council that the improvements are accepted.
- 7. At any time after the completion of construction of public streets and their inspection by the City Engineer/Public Works Director, the developer may request that the City accept maintenance of the streets.
 - a. The Council may accept the maintenance responsibility at its discretion.
 - b. The developer shall provide a one-year warranty on the construction from the time of the acceptance by the City.

4.7 Legal Status

No Final Plat shall be approved unless it conforms to both these regulations and Ordinance 2024-08 Title 4, Planning and Zoning as from time to time may be amended.

Whenever there is a discrepancy between the requirements of these regulations and any other official City regulations, the most restrictive shall apply.

5 Subdivision Design And Engineering Standards

[5.1 General Standards](#)

[5.2 Roads Streets and Alleys](#)

[5.3 Tracts, Blocks and Lots](#)

[5.4 Dedication of Public Lands and Open Space](#)

[5.5 Dedication of Water Rights](#)

[5.6 Manufactured Home Parks](#)

5.1 General Standards.

- A. Subdivisions should comply with the general policy and land use recommendations of the Lander Master Plan.
- B. No subdivision shall be approved which includes features not in conformance with the zoning regulations of the City of Lander or which would obviously generate requests for variances from the provisions of the Zoning Ordinance.
- C. In designing the subdivision, the developer shall consider the topography and its influence on street patterns and drainage, the preservation of natural areas, and the separation of pedestrian activities from vehicular activities.
- D. A drainage report, over lot grading plan, and design drawings of drainage facilities must be submitted for review by the City Engineer/Public Works Director.
- E. Land subject to flooding shall be reserved for uses which do not increase the danger of flooding or are not endangered by flooding which might occur, or they shall be set aside in a designated drainage easement. Subdivisions which include flood plains or designated drainage easements within their boundaries, shall be platted in such a way that the proposed buildable area for habitable structures is outside of the easement or area subject to flooding.
- F. Lands subject to other natural hazards shall be identified and shall not be subdivided until the hazards have been eliminated or until adequate plans have been submitted and approved for eliminating or ameliorating the hazard.
- G. Where permanent easements are needed for utility service, they shall be provided ten (10) feet in width of each side of the appropriate rear or side lot lines for a total minimum easement width of twenty (20) feet. Easements for water and sewer mains shall be no less than 30' wide. If any block of the proposed subdivision does not provide for alleys, then a front yard utility easement of ten (10) feet in width shall be provided.

- H. Drainage easements shall be provided where required by the City Engineer/Public Works Director. No drainage easement shall be allowed on residential side lot lines unless drainage improvements are placed underground.
- I. Utility easements for streetlights and other electrical services shall be provided where required by the City Engineer/Public Works Director.
- J. All utilities including water lines, gas lines, electrical lines, telephone lines and cable television lines shall be placed underground, except in cases where the City Engineer/Public Works Director determines that topography, bedrock or underground water conditions would prevent the developer from doing so.

5.2 Roads, Streets and Alleys.

- A. The arrangement of arterial roads and streets shall conform to the duly adopted Transportation Plan as it shall from time to time be determined.
- B. The arrangement of streets in a new subdivision shall make provisions for the continuation of important streets from adjoining areas.
- C. Streets that are obviously in alignment with already existing platted and named streets shall bear the name of the existing street. Other street names shall be subject to the approval of City Administration and Fremont County Planning and Rural Addressing.
- D. Provide for convenient circulation and means of entry for emergency vehicles from a public street.
- E. Whenever a dedicated or platted half street or alley exists adjacent to the tract to be subdivided, the other half of the street or alley shall be dedicated as a public way.
- F. Under normal conditions, streets shall be laid out to intersect, as nearly as possible, at right angles. Where topography or other conditions justify a variation, the variation from a right angle shall be no more than thirty (30) degrees.
- G. Cul-de-sacs shall conform to standards and specifications adopted by the City Council and contained in the City of Lander Engineering Standards and Specifications Manual - Most Recent Addition.
- H. If a street jogs at an intersection street and does not continue in a straight alignment, the centerline offset of the two parts of the street approaching the intersection street shall be not less than one hundred fifty (150) feet.
- I. Platting shall be accomplished in such a way that private drives and driveways access directly onto arterial streets as little as possible.
- J. No more than two (2) streets shall intersect at one point
- K. Alleys shall be provided in commercial and industrial districts unless

definite provisions are made for service access. Alleys may be provided in residential districts.

- L. Alleys shall be permitted only between the rear yards of lots within the same block.
- M. Where a residential subdivision abuts a major highway, a railroad right-of-way, or a limited access freeway, a state highway, a frontage road shall be required.
- N. Dead end streets are prohibited except where they may be necessary to provide future access to adjacent undeveloped property. In that event, temporary turnarounds may be required on the dead-end street until the adjacent property is developed and the street is extended.
- O. If the developer encourages the use of solar energy within the subdivision, streets should be designed with a predominant east-west configuration.

5.3 Tracts, Blocks and Lots.

- A. Subdivisions shall consist of, in addition to public ways, an integrated and logical arrangement of tracts, blocks and lots. All blocks and all lots within each block shall be consequently numbered. Numbering of blocks and lots in later phases of a phased subdivision shall continue the sequence established in earlier phases.
- B. A tract is a land area, usually larger in size than a typical lot, set aside for a special use or not otherwise included within the normal subdivision pattern of blocks and lots. Tracts shall bear a letter designation, such as Tract A. Letter designations of tracts shall be sequential and shall not duplicate designations of tracts in earlier phases of a phased subdivision.
- C. Blocks in residential subdivisions shall be not less than five hundred (500) feet long and not more than twelve hundred (1200) feet long, except as expressly allowed by the Planning Commission and approved by the City Council. In a residential development, the block width shall normally be sufficient to allow two (2) tiers of lots. Blocks for business or industrial use shall be of suitable width and depth.
- D. The lot size, width, depth, shape and orientation shall be appropriate for the type of development contemplated. Developers encouraging the use of solar energy within the subdivision should consider orienting the length of each lot on an east-west axis.
- E. Corner lots and lots with streets on three sides for residential use shall have extra width to allow for a proper setback from both streets.
- F. Double frontage lots (blocks with one lot in width and streets bordering both sides) shall be avoided, except where these lots back upon a major street. Where this is the case, access to those lots from the major street shall be prohibited.

- G. Every lot shall abut and have access to an officially approved street or road.
- H. Side lot lines shall be approximately at right angles to straight street lines or radial to curved street lines.
- I. Whenever a plat is re-subdivided, the newly created lots shall be numbered to avoid duplication of any original lot numbers. A letter may be used in conjunction with a number, for example lot 2A.

5.4 Dedication of Public Lands and Open Space

- A. The purpose of green space is to preserve and enhance natural and/or man-made features, provide a consistent and high level of design to incorporate affordable maintenance for all of the elements of the green space, achieve a degree of safety for users of the green space and to provide and maintain visual and psychological relief in all areas around Lander.
- B. Consideration shall be given to the adequate provision and location of such public sites and facilities in the design of the subdivision connecting present pathways, schools and green spaces as presented in the LAPS plan. The City of Lander Parks and Recreation Commission and the Greenway Committee strive to provide a broad range of conveniently located, quality recreational opportunities for all citizens and visitors of Lander.

SCHEDULE OF MUNICIPAL GREEN SPACE STANDARDS AND PRIORITIES		
Priority	PARK TYPE	RECOMMENDED SERVICE AREA
1	Increase Lander City Park with adjacent/contiguous lands	City of Lander
2	Linear/Greenway/Water Detention Areas	Community Wide
3	Community/Neighborhood Park	1 mile radius
4	Open/Green Space/Water Detention Areas	Community Wide

- C. Required amount of land to be dedicated as park, greenway and/or open space should be determined in accordance with the following table.

TABLE OF PUBLIC DEDICATED LANDS BY ZONE

ZONE/SIZE	ACCEPTABLE PARK TYPE	DEDICATED LAND (not including streets and R-O-W) (include on plat and in checklist) MINIMUM REQUIREMENTS
AG, any size	Green space or Fee-in- lieu	10%
R-1, R-2 < 10 acres	Neighborhood, greenway and/or open space	5%
R-1, R-2 > 10 acres	Neighborhood and/or open space	8%
R-3, R-5 < 5 acres	Greenway/or open space	5%
R-3, R-5 > 5 acres	Community/Neighborhood Park	8%
Commercial	Green space or Fee-in- lieu	8%

D. Any land dedicated to meet the requirements of this section shall be reasonably suited for the public use for which it is intended and shall be at a location convenient to the people served.

1. When the area designated by the owner is not suitable, or if the site is not consistent in type or size with the tables above or the city master plan, the Planning Commission and/or City Council will require that an alternate parcel be dedicated or may allow a Fee-in-lieu land compensation.

E. In the event that the application of these standards would result in sites too small to be usable negative recommendation from the Parks & Recreation Commission and the City Council determines that suitable public sites cannot properly be located in the area covered by the plat, then a payment of a fee-in- lieu of the land dedication shall be required for park development.

1. The amount of the fee shall be as designated on the City of Lander fee schedule per lot in a single-family subdivision.
2. The land dedication fee is to be set aside for future park land acquisitions.
3. This fee shall be paid prior to the filing of the final plat of the subdivision.

F. Land dedicated in a phased development shall be taken at the time of Phase 1 for the entire development, unless land in a future phase is identified as superior and held via Restrictive Covenant. The Mayor is hereby authorized to sign such covenants.

G. The potential for additional dedication through future subdivision of abutting parcels should be considered when choosing location and shall be consistent with the Master Plan.

5.5 Dedication of Water Rights

Prior to acceptance of the Final Plat, by the City Council, the developer shall be required to dedicate, transfer and assign to the City of Lander sufficient water to meet all of the anticipated water needs of the subdivision upon full development as determined by the City Engineer/Public Works Director in accordance with Wyoming State Water law, and as approved by the City Council.

- A. When it is alleged that the above requirement for conveyance of water will create an unnecessary hardship on the developer, application may be made to the City Council for a variance in such requirement.
- B. In lieu of meeting such requirement and after the City Council does not grant relief therefrom, either in whole or in part, the developer shall pay reasonable costs to the City for the acquisition of such water which the developer is unable to provide.
- C. The cost of the acquisition of such water shall be determined by the City Engineer/Public Works Director in accordance with guidelines as approved by the City Council.
- D. Such fund shall be kept in a separate fund and be used by the City only for the purpose of purchasing water.

5.6 Manufactured Home Parks.

- A. Manufactured home parks and manufactured home subdivisions shall be established only in accordance with all of the provisions of these regulations and the Zoning Ordinance of the City of Lander.
- B. Manufactured home parks may be served by private streets or dedicated streets. Dedicated streets shall be constructed to the standards required by the standards and specifications established by the City Engineer/Public Works Director. Private streets shall have an asphalt or concrete surface of at least twenty-four (24) feet in an access easement of at least forty (40) feet. All such private streets shall have unobstructed access to a public street or highway.
 - 1. Each Manufactured home unit shall have direct access to the public or private street system which serves the Manufactured home park.
 - 2. Each Manufactured home space shall be conspicuously numbered pursuant to Section 4-11-12.
 - 3. Adequate sidewalks shall be provided to serve each Manufactured home unit in the Manufactured home park.
 - 4. Manufactured home park areas shall be graded and well-drained and with adequate ground cover in open areas to prevent wind and water erosion of soil.
 - 5. Provision shall be made for adequate night lighting for the entire Manufactured home park area.
 - 6. Manufactured home parks shall provide on-site fire hydrants as directed

by the Fire Department and as provided by the adopted City of Lander Engineering Standards and Specifications Manual - Most Recent Addition.

7. Manufactured home lots may allow for an east-west placement of Manufactured homes to maximize solar exposure for each lot.

6 Planned Unit Development (PUD) General Standards

6 Planned Unit Development (PUD)

6.1 Intent

6.2 General

6.3 Procedures

6.4 Status Of Preliminary Plan After Approval

6.5 Filing Of Statement

6.6 The Final Development Plan

6.7 Alterations Of The Final Development Plan

6.8 Conceptual Development Plan Submittal

6.9 Preliminary Development Plan Submittal

6.10 Final Development Plan Submittals

6.11 Density Bonuses

6.12 Development Standards

6.1 Intent

A. This chapter for planned unit developments (PUD) is intended to provide for the growing demand for housing of all types and designs and for necessary supportive commercial facilities conveniently located to such housing, to create functional and attractive development, to minimize adverse impacts, and to ensure that projects will be assets to the community. It is the purpose of this chapter:

1. To promote and permit flexibility that will encourage innovative and imaginative approaches in land development and renewal which will result in a more efficient, aesthetic, desirable and economic use of land while maintaining density and intensity of use consistent with the applicable adopted plans, regulations and policies of the City.
2. To promote development within the city that can be conveniently, efficiently and economically served by existing municipal utilities and services or by their logical extension.
3. To promote design flexibility including placement of buildings, use of open space, pedestrian and vehicular circulation systems to and through the site and off-street parking areas in a manner that will best utilize potential

on-site characteristics such as, topography, geology, geography, size and proximity.

- 4. To provide for the preservation of historic or natural features where they are shown to be in the public interest, including but not limited to such features as: drainage ways, flood plains, existing topography or rock outcroppings, unique areas of vegetation, historic landmarks or structures.
- 5. To provide for compatibility with the area surrounding the project site.
- 6. To provide for usable and suitably located open space such as, but not limited to, bicycle paths, playground areas, park-yards, tennis parks, swimming pools, planned gardens, outdoor seating areas, outdoor picnic areas, and similar open space.
- 7. To minimize adverse environmental impacts of development.
- 8. To improve the design, quality and character of new development.

6.2 General

A. A planned unit development shall be consistent with the statement of purpose for planned unit development and the following criteria:

A. Density.

- 1. The maximum gross density of the PUD is based on the zone in which it is located. Actual density shall be computed by dividing the total number of dwelling units of the Planned Unit Development by the total acres of the development. The density for portions of the PUD may exceed the maximum gross density for the underlying zone as long as the maximum gross density for the entire PUD does not exceed the maximum gross density allowed in that zone, as described in ii below. The net density of the particular phase of the PUD shall be the number of dwelling units divided by the acreage of the phase. The total acreage shall be that area contained in the planned development application and include all proposed streets, common area, public parks and dwelling sites and similar areas within the proposed development. When such computation ends with more than 0.5 of a dwelling unit, the maximum density will be increased to the next whole number;
- 2. The maximum density shall be based on the applicable zoning designation as follows:

Zone	Maximum Density	Zone
R-1	4 residential units per gross acre.	R-1
R-2	10 residential units per gross acre.	R-2

R-3	18 residential units per gross acre.	R-3
R-5	44 residential units per gross acre.	R-5

3. For PUDs in the General Commercial District, the maximum density allowed would be the same as the R-3 zone: eighteen residential units per acre;
4. Density bonuses may be awarded as set forth in 4-9-7.11.

B. Ownership.

Each application shall be signed by the owners of all the property to be included in the planned unit development. At the time of filing any final development plan under this chapter, the owner shall file a recordable agreement between the owner and the city in the office of the county clerk providing for a mandatory homeowners' association when ownership of the property is divided. When used in this chapter, the term "developer" means the same as "owner."

C. Common Areas.

1. Before final plan approval, the developers shall specify the manner of holding title to common areas or facilities of joint use.
2. Such areas and facilities shall be retained in title by the developers of the planned unit development or deeded to a Home Owner's Association or Organization composed of all owners in the development.
3. The method used by the developers is subject to approval by the city attorney.

D. Standards.

1. Planned unit developments shall all use and development standards and requirements in this code and Ordinance 2024-08 *Title 4 Planning and Zoning*. Where the standards and requirements of this chapter conflict with the requirements of other earlier enacted sections of this code, the provisions of this chapter shall apply.

E. Permitted Uses.

1. Except as otherwise permitted or restricted, all uses permitted in the R-1, R-2, R-3 and R-5 districts are permitted in a PUD provided that any commercial uses proposed for the PUD must meet the satisfaction of the City Administration and that such uses, if any, shall not change, injure, or destroy, temporarily or permanently, the predominantly residential character of the PUD.

6.3 Procedures

A. Conceptual Development Plan.

1. The developer may request an informal review of a conceptual plan for a development by representatives of the City Administration, public works department, water/wastewater department, fire department and building division.
2. Developers seeking a conceptual plan review shall submit the items required in 4-9-7.8 no less than fourteen (21) days before the developer wishes to have a conceptual plan meeting.
3. Neither the developer nor the city is bound by any conceptual plan review.

B. The Preliminary Development Plan.

1. Not less than fifteen (21) business days before the regular Planning Commission meeting at which the developer wants a Preliminary development plan to be considered, the developer shall file a Preliminary development plan with the city clerk's office. The Preliminary Development Plan shall be considered as filed with the Planning Commission on the date of the Planning Commission meeting at which it is presented.
2. Before the Planning Commission makes a recommendation on a Preliminary Development Plan, it shall hold a public hearing giving the same 15-day notice as required for a Preliminary Plat as defined in the City of Lander Subdivision Rules and Regulations.
3. After the hearing on the Preliminary Development Plan, the Planning Commission shall either recommend to the city council (1) preliminary approval of the plan as submitted; (2) preliminary approval subject to specified conditions not included in the plan submitted, or (3) denial of preliminary approval. At the developer's request, action may be postponed.
4. Before taking action, the City Council shall hold a public hearing on the Preliminary Plan. The city council shall cause notice of such hearing to be given at least fifteen days in advance of the hearing in a newspaper of general circulation in the city. The owner of the property for which the PUD is sought, and all owners of property located within 400 feet of the subject property shall be sent a notice of the public hearing by first class mail using either the street address or the address of record in the office of the county assessor.
5. Following the public hearing, the city council shall act on the recommendation of the Planning Commission concerning the Preliminary Development Plan within thirty days after the plan is formally presented to the council. The city council shall determine whether the Preliminary

Development Plan shall be approved, approved with conditions or disapproved and shall cause notice of its decision to be given to the developer. At the developer's request, action may be postponed.

6. If a Final Plan has not been recorded, as provided by these regulation, five years after the date of approval of the Preliminary Plan and plat by the City Council, or from the recording date of the last Final Plan, whichever is later, the Preliminary Plan and Plat shall become null and void and of no further force and effect.

6.4 Status Of Preliminary Plan After Approval

- A. An approved Preliminary Plan shall operate as a Plat of the Planned Unit Development for recording purposes.
- B. A plan which City Council has given Preliminary approval as submitted, or which has been preliminarily approved with conditions (and provided that the developer has not defaulted nor violated any of the conditions of Preliminary approval) shall not be modified or revoked nor otherwise impaired by action of the City Council pending an application or applications for final approval, without the consent of the developer; provided that an application for final approval is filed, or in the case of phased development, provided that applications are filed within the time or times specified in the granting of Preliminary approval.
- C. If a developer chooses to abandon a plan that has been given Preliminary approval he or she may do so before final approval by a signed notice delivered to the City Clerk's office in writing.
- D. If the developer fails to file an application or applications for final approval within the required time period, the approval shall be deemed to be revoked, and the Preliminary development plan shall be null and void.
- E. Substantial or significant changes in the planned unit development as determined by the Planning Commission shall be made only after rehearing and re-approval of the Preliminary plan.

6.5 Filing Of Statement

- A. Within fifteen business days after approval of a preliminary development plan by the city council, the developer City Administration shall file in the office of the County Clerk the properly executed and signed documents. A statement that such a plan has been filed with the Planning Commission and has been approved and that such planned unit development is applicable to certain specified legally described land and that copies of the plan are on file with the City Clerk. Such statement filed in the office of the County Clerk shall specify the nature of the plan, the proposed density or intensity of land use and other pertinent information sufficient to notify any prospective purchasers or users of the land of the existence of such a plan. The recorded statement shall specify that the

Preliminary development plan shall become binding upon all successors and assigns unless amended in conformance with this ordinance. The recorded statement shall also state that substantial or significant changes in the planned unit development shall be made only after rehearing and re-approval of the Preliminary plan. The developer shall be responsible for all costs incurred in filing the statement.

B. Before filing an application for final approval, the developer shall provide the City Clerk with a copy of such recorded statement.

6.6 The Final Development Plan

A. At the risk of the developer, the Preliminary and final development plans may be filed concurrently for review.

B. After receiving notice of the action of the City Council approving the Preliminary development plan, if a developer desires to proceed, he or she shall file the final development plan with the City Administration not less than 21 business days before the regular Planning Commission meeting at which the developer wants a final development plan to be considered. The final development plan shall be considered officially filed with the Planning Commission on the date of the Planning Commission meeting at which such plan is presented.

C. A public hearing on the application for final approval of the plan or part thereof shall not be required provided that the plan or part thereof submitted for final approval is in substantial compliance with the plan given Preliminary approval as determined by the City Administration. The burden shall be upon the developer to show the Planning Commission good cause for any variation between the plan as preliminarily approved and the plan as submitted for final approval.

D. The Planning Commission shall act on the final development plan within thirty days after official filing, unless the time is extended by agreement with the developer.

E. The Planning Commission shall recommend to the City Council whether the final development plan be approved, approved with conditions or disapproved. If recommended for approval, the chairman of the Planning Commission shall affix his or her signature to the plan. If disapproved, the Planning Commission shall cause the reason for the refusal to be given to the developer in writing within 30 business days of the decision.

F. The City Council shall act on the recommendation of the Planning Commission concerning the final development plan within thirty days after the Planning Commission recommendation is formally presented to the city council. If a final development plan is not in substantial compliance with the plan which received Preliminary approval, the City Council may refuse, after meeting with the developer, to grant final approval if the City Council finds that the final plan is not

in the public interest. The City Council shall advise the developer in writing of the refusal, setting forth the reasons why one or more of the variations are not in the public interest.

G. A plan or any part thereof which has been given final approval by the City Council, shall be certified upon the face of the final development plan by the mayor and filed in the office of the County Clerk. If the developer chooses to abandon a plan or portion thereof after it has been given final approval, he or she shall notify the City Council in writing within 90 days. In the event the developer shall fail to commence the planned unit development within eighteen months after final approval has been granted, then such final approval shall terminate and shall be deemed null and void unless the time period is extended by the City Council upon written application by the developer shall record the approved final development plan, signed by the Mayor, in the office of the County Clerk within thirty days after the date of approval; otherwise, the approval of the City Council shall be deemed to have been withdrawn and the approval shall be null and void.

6.7 Alterations Of The Final Development Plan

- A. The final development plan, as passed by the City Council, shall not be altered during the construction of the planned unit development, except as hereinafter set forth:
 - 1. Minor alterations in locations, setting, alignments, bulk of structures, placement or types of plant material, changes in grades, heights, or character of structures, change by no more than five percent in the approved residential density of the proposed development, an increase by no more than five percent in the total number of bedrooms of the proposed development or other similar alterations may be authorized by the Planning Commission.
 - 2. All other alterations in use, intent, rearrangement of lots, realignment of major circulation patterns, density levels, provisions governing common or open space, or the ratio thereof, or any other alterations that, in the discretion of the City Administration office substantially change the planned unit development must be approved by the Planning Commission and passed by the City Council at public meetings for which public notice as required for the Preliminary development plan is given. The same type and quality of data shall be required as is necessary for the original final approval and passage.

6.8 Conceptual Development Plan Submittal

- A. The conceptual development plan shall include:
 - 1. A drawing showing the proposed location of the boundaries of the planned unit development, uses of land, major streets, and significant features such as drainages, easements, steep slopes, floodplain, etc.

2. A written statement regarding the developer's intent, the site conditions and characteristics, surrounding land uses, available community facilities and utilities.

6.9 Preliminary Development Plan Submittal

- A. The Preliminary development plan shall be submitted electronically with all of the information required on and filed with a Preliminary plat as set forth in the City of Lander Subdivision Rules and Regulations, except lot lines.
- B. The Preliminary plan shall constitute a Preliminary plat.
- C. In addition, the Preliminary development plan shall include three sets of the following:

1. Written Documents.

- a. Application forms.
- b. A schedule showing the proposed time and sequence within which the applications for final approval of all portions of the planned unit development are intended to be filed. The development phases as shown on the schedule shall also be indicated on the plan. As part of the development time schedule each phase shall have a summary of the number of units of each type of use, the number of dwelling units, the acreage devoted to residential, nonresidential, commercial, recreation, open space, common space, streets (both public and private), off-street parking, and other major land uses, density, public lands (existing and proposed), and the total number of acres contained in each development phase;
- c. A summary of the total number of units of each type of use, number of dwelling units, the number of bedrooms per each type of use, the acreage devoted to all major land uses, the acreage of public lands and areas proposed for public ownership, the acreage of the total area proposed to be developed, and the overall net density of the development.
- d. A statement as to the form of ownership proposed to own and maintain the common open space, recreation facilities, and any other area within the area proposed to be developed that is to be retained primarily for the exclusive use and benefit of the residents, lessees and owners of the planned unit development.
- e. A statement as to the substance of the covenants, grants of easements or other restrictions to be imposed upon the use of the land, buildings and structures, including proposed easements or grants for public utilities.

- f. A statement specifying any variances, modifications, reductions and waivers of this code being requested as part of the plan approval and setting forth reasons why, in the opinion of the developer, such should be allowed.

2. Site Plan.

- a. Existing zoning.
- b. The type and location of all existing structures including historically significant structures or sites, formally registered on federal or state lists of historic places.
- c. The location, dimensions and capacity of all proposed off-street parking areas in the area to be developed.
- d. The location, dimension, acreage, and ownership of all proposed public and private recreation areas, open space.
- e. Significant natural features including wildlife areas and vegetative cover.
- f. Dimensions and notes adequate to show compliance with the development standards of this chapter.
- g. Proposed signs and locations.
- h. Snow removal plan and storage site.
- i. Storage of association equipment, such as snow removal equipment, lawn mowers, etc.
- j. Surrounding land uses and zoning within one hundred forty feet of the PUD boundary, exclusive of rights-of-way.
- k. Preliminary Landscape Plan including irrigation, stormwater, and surface drainage.
- l. Submit plat electronically.
- m. Any other information or studies that the Planning Commission or City Council may deem necessary.

6.10 Final Development Plan Submittals

- A. The final site plan and supporting information shall include one set of the following information:

1. Written Documents.

- a. Application forms.

- b. A summary of the total number of units of each type of use, number of dwelling units, the number of bedrooms per each type of use. the acreage devoted to all major land uses, the acreage of public lands and areas proposed for public ownership, the acreage of the total area proposed to be developed, and the overall net density of the development.
- c. Proof of the establishment of an entity to own, manage and maintain the common space, green space, open space, recreation areas, recreation facilities, private streets and any other area within the development that is to be retained for the exclusive use and benefit of the residents, lessees and owners.
- d. Copies of all restrictions or covenants that are to be applied to the development area.
- e. A copy of proposed articles of incorporation and bylaws of any landowners' organization or similar corporation to be organized.
- f. Electronic Drawings showing scale, bulk, and architectural character of structures.
- g. A statement specifying any variances, modifications, reductions and waivers being requested as part of the plan approval and setting forth reasons why, in the opinion of the developer, such should be allowed, and,
- h. A schedule showing the proposed time and sequence within which the applications for final approval of all portions of the planned unit development are intended to be filed. The development phases as shown in the time schedule shall also be indicated on the plan. As part of the development time schedule each phase shall have a summary of the number of units of each type of use, the number of dwelling units, the acreage devoted to residential, nonresidential, commercial, recreation, open space, streets (both public and private), off-street parking, and other major land uses, density, public lands (existing and proposed), and the total number of acres contained in each development phase.
- i. A performance and payment bond, an irrevocable letter of credit, funds in escrow or other appropriate equivalent fiscal commitment to guarantee the complete and timely development of any facilities or improvements which are the developer's responsibility. The commitment shall be one hundred twenty-five (125) percent of the cost of improvements as estimated by the licensed professional engineer as retained by the developer and approved by the City Engineer/Public Works Director.
- j. Building permits shall not be issued until the developer can demonstrate that he is proceeding in good faith and has, at a minimum, installed sewer and water lines as well as has a suitable temporary street surface as determined by the City Engineer/Public Works Director. Certificates of occupancy shall

not be issued until all public improvements have been installed, approved by the City Engineer/Public Works Director and accepted by the City Council.

2. Final Site Plan.

- a. The site plan submitted by the developer as part of the application for final approval shall be prepared at a scale no smaller than one inch to one hundred electronically which include the following information:
 - (1) All information required on the Preliminary site plan except contours.
 - (2) Lot lines, easements, public rights-of-way per final subdivision plat.
 - (3) The location of each outdoor trash storage facility.
 - (4) Location, width, surfacing and layout of all streets, parking areas and pedestrian walks.
 - (5) Area lighting plan.
 - (6) Location, size, height, and orientation of all signs in excess of one hundred forty-four square inches; and
 - (7) Location, height and material of all screening walls, fences, and screen plantings.

3. Final Landscape Plan.

A typical lot site plan shall be provided for each type of land use (e.g. single-family, multi-family, patio home, etc.).

4. Final Plat.

A. All documents included in the site plan shall include space for certification of approval in accordance with the form used for subdivision platting including the following statement: "We hereby dedicate to the city of Lander the right to regulate any construction over the area designated as common space, green space, and open-air recreation area to prohibit any construction within said areas and spaces inconsistent with the public interest."

B. One rendered set (not folded) for each of the site plan and landscape drawings which shall be submitted following staff review.

C. Eight and one-half inch by eleven-inch reduction of all plans and architectural drawings which shall be submitted following staff review.

E. Any other information or studies that the Planning Commission or City Council may deem necessary.

6.11 Density Bonuses

- A. Subject to the limitation in subsection (6) of this section, a residential density bonus shall be given as follows:
1. If the developer commits to the provision of low-income housing units, per HUD Section 8 guidelines (eighty percent of median county income), by assurances submitted to the City Administration and approved by the city attorney, a bonus equivalent to the percentage of the total number of dwelling units for low-income housing shall be granted.
 2. If the developer commits to the provision of accessible housing as defined by American National Standards Institute (ANSI) Section A117.1, by assurances submitted to the City Administration and approved by the City Attorney, a bonus equivalent to the percentage of the total number of dwelling units for handicapped accessible housing shall be granted.
 3. If the developer installs automatic fire extinguishing systems in each dwelling unit a bonus of fifteen percent of the total number of dwelling units shall be granted.
 4. If the developer provides additional open space, public or private, over and above the minimum required, a bonus equivalent to the percentage provided above the minimum shall be granted.
 5. A bonus of five percent for every fifty acres included in the development shall be granted.
 6. The total density bonus given by the City shall not exceed fifteen percent of the maximum total density for the development.

6.12 Development Standards

- A. The planned unit development shall conform to the following standards:
1. Minimum Lot Standards. Minimum lot area, width, and yard requirements of other districts do not apply in the PUD.
 2. Open Space.
 - a. A minimum of twenty percent of the total land area shall be retained as usable open space. Open space shall be defined as an open area designed and developed primarily for the use and benefit of the residents of the development to include but not be limited to, recreation, whether private or public, parks, gardens, or parking for open space uses; it shall not include space devoted to required yards, streets and parking for residential and nonresidential uses.
 - b. The City may accept or refuse for any reason the dedication of

land or any interest therein for public use and maintenance.

3. Open Space Maintenance and Guarantee.

- a. The developer shall establish an entity for the ownership and maintenance of recreation areas and common open spaces where such are to be retained in private ownership.
- b. The developer shall submit to City Administration, and approved by the City Attorney, a contract providing for the permanent care and maintenance of open spaces, recreational areas and communally owned facilities and parking lots.
- c. The final development plan shall not be accepted until the agreement required by this subsection is approved as to legal form and effect.
- d. If the common open space is deeded to a homeowners' association, the developer shall file the proposed documents governing the association with the Fremont County Courthouse. Such documents shall meet the following requirements:
 - (1) The homeowners' association must be established before any lots or residences are sold.
 - (2) Membership in the association must be mandatory for each residence owner.
 - (3) Open space restrictions must be permanent and not for a period of year.
 - (4) The homeowners' association must be made responsible for sidewalk maintenance, snow removal plan and storage area, liability insurance, taxes and maintenance of recreational and other facilities.
 - (5) The association must have the power to levy assessments which can become a lien on individual premises for the purpose of paying the cost of operating and maintaining common facilities; and
 - (6) The governing board of any such association shall consist of at least five members who shall be owners of property in the planned unit development.
- e. If the entity established to own and maintain the common open space and recreation areas or any successor entity shall at any time fail to fulfill any obligation imposed on such entity as a condition of approval of the planned unit development, the city may give written notice to the entity or to the residents and owners of the planned unit development or both, setting forth the manner in which the entity has failed to fulfill its obligation.
- f. The notice shall include a demand that such deficiencies be cured within the time specified in the notice. If such deficiencies are not cured within the specified time, the city, in order to preserve the

taxable values of the properties within the planned unit development and to prevent the common open space and recreation areas from becoming a public nuisance, may enter upon the common open space and recreation areas and maintain the same and perform the other duties of the entity until the entity shall again resume its obligations.

- g. All costs incurred by the city in carrying out the obligations of the entity shall be assessed against the properties within the planned unit development and shall become a tax lien on the properties.
- h. The open space shown on the approved final plan shall not be used for the construction of any structures not shown on the final plan.

4. Access.

- a. Each PUD shall have at least two direct accesses to a collector or arterial street as designated on the major street and highway plan.
- b. No individual residential building lot shall be created that has direct access to a collector or arterial street.
- c. Each individual residential lot must have access to a street, public or private, which has been constructed to the public street standards of the city.

5. Sidewalks.

Sidewalks built to city specifications shall be required along one side of all streets, public or private or other approved pedestrian friendly walkway or pathway.

6. Building Requirements.

- a. The maximum building height shall be the same as for the zone district in which the PUD is located, except that a greater height may be approved if surrounding open space within the PUD, building setbacks, and other design features are used to avoid any adverse impact due to the greater height.
- b. All individual buildings or structures shall be separated by a minimum distance of ten feet. A waiver from this minimum distance to permit zero lot line developments may be permitted if the structures are designed and constructed to meet more stringent building and fire code requirements as adopted by the city council.
- c. The front of a dwelling structure shall not face upon the rear of another, unless approved by the city council as part of the plan.

7. Landscaping.

- a. The landscape plan shall be prepared by a certified landscape

architect and shall identify existing and proposed trees, shrubs and groundcover; natural features such as rock outcroppings; and other landscaping elements. Where existing plantings are to be retained, the plan shall include proposed methods of protecting them during construction. Reasonable landscaping should be provided at site entrances, in public areas, and adjacent to buildings. The type and amount of landscaping required may vary with the type of development. All areas not used for buildings, structures, parking, streets, or accessways shall be landscaped with a sufficient mixture of grass, trees, and shrubs, except those areas designated to be left natural.

- b. Landscaping materials shall be appropriate for the local environment, soil conditions, and availability of water. Landscaping may include plant materials such as trees, shrubs, ground covers, perennials, and annuals, and other materials such as rocks, water, sculpture, art, walls, fences, paving materials, and street furniture. Trees shall have at least a one- and three-quarter inch caliper at planting.
- c. The landscape plan shall be approved by the Planning Commission.

8. Signs.

- a. Signs within the residential portion of a planned unit development shall be permitted as follows:
 - (1) One ground sign which identifies the development is allowed at each entrance to the development provided such sign does not exceed twenty-four square feet in area, is not located in, or projecting over, a required yard, and is no more than six feet in height,
 - (2) Development identification signs shall follow a design theme that is related and complementary to other elements of the overall site design, as determined by the Planning Commission or his designated representative.
- b. Signs within the commercial portion of the planned unit development shall be permitted at a location, size and height that is determined by the city council to be appropriate in relation to the residential character of the development.

9. Perimeter.

- a. If topographical or other barriers within thirty-five feet of the boundaries of a planned unit development do not provide reasonable privacy for existing uses adjacent to the development, the City Council shall impose either of the following requirements

or both:

- (1) Structures located along the boundary must be set back from the boundary a distance which is approved by the City Council; and
- (2) Structures located along the boundary must be well screened in a manner which is approved by the city council.

10. Commercial Requirements.

- a. When Commercial development is included in a PUD it shall be deemed to include commercial buildings and associated parking, required yard areas, and all other areas accessory to such commercial usage.
- b. The developer must show to the satisfaction of the City Council that nonresidential uses of a commercial character, if any, shall not change, injure, or destroy, temporarily or permanently, the predominantly residential character of the PUD.
- c. No commercial facilities shall be permitted in any planned residential development which has a gross acreage of less than fifteen acres, or less than one hundred dwelling units, except with prior approval of the City Council.
- d. Unless approved by the unanimous vote of the City Council, no building permit shall be issued for an approved commercial use until fifty percent of the dwelling units have been constructed and are ready for occupancy.
- e. Snow removal plan and storage site.

B. Off-Street Parking.

1. Off-street parking shall be provided for residential dwellings in accordance with the requirements of 4-11-10 of this code unless the reduced street standards for a PUD are used for the development in which case the one family dwelling off-street parking requirements shall be: 1 - 3 bedrooms: 2 spaces, 4 - 5 bedrooms, 3 spaces.
2. Off-street parking spaces for all commercial uses and all nonresidential uses of an educational, cultural, recreational or religious nature shall be the same as set forth for such uses in Section 4-11-10 of this code, unless a reduction is approved by the city as part of the plan.

C. Buffering Standards.

1. Buffering is required with the following factors to be considered in determining the buffer, adequacy of the type and extent of the buffer:
 - a. The purpose of the buffer, for example, to decrease noise levels,

absorb air pollution, filter dust or to provide a visual barrier or to gradually change the residential density from the existing density abutting the PUD to the proposed density of the development.

- b. The size of the buffer is needed in terms of width and height to achieve the purpose.
- c. The location of the buffer.

END OF CITY OF LANDER SUBDIVISION REGULATIONS SECTION

PASSED, ADOPTED AND APPROVED by the Mayor and City Council on the 10th day of December 2024.

THE CITY OF LANDER
A Municipal Corporation

By _____
Monte Richardson, Mayor

ATTEST:

Rachelle Fontaine, City Clerk

RESOLUTION 1351**A RESOLUTION ADOPTING THE CITY OF LANDER
SUPPLEMENTS TO THE WYOMING PUBLIC WORKS
STANDARD SPECIFICATIONS AND DETAILS
AND REPEALING ALL PREVIOUS RESOLUTIONS
OF THE SAME SUBJECT**

WHEREAS, the governing body desires to adopt the Wyoming Public Works Standard Specifications, as from time to time may be amended, for all infrastructure projects, and further update and adopt specific City of Lander Supplements to these standard specifications, and

WHEREAS, adopting Resolution 1351 shall supersede and vacate previously passed Resolution Numbers 170, 189, 204, 237, 285, 342, 637, 688, 737, 826, and 844 and

WHEREAS, the Governing Body of the City Lander shall consider a new Ordinance to vacate any conflicting language that may be contained in Ordinance 695 dated 6/24/80; and

WHEREAS, all Resolutions or parts of Resolutions in conflict herewith are hereby repealed; and

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

NOW THEREFORE, be it ordained by the Governing Body of the City of Lander, Fremont County, Wyoming that the City of Lander Adopts the following City of Lander Subdivision Standard Specification as herein attached



SUPPLEMENTS TO THE:
WYOMING PUBLIC WORKS
STANDARD SPECIFICATIONS AND
DETAILS

EFFECTIVE MARCH 2022

2022 SUPPLEMENT TO THE WYOMING PUBLIC WORKS STANDARD SPECIFICATIONS, 2015 EDITION

These Supplements add to, or revise, certain sections of the Wyoming Public Works Standard Specifications, 2015 Edition. Revised paragraphs and additions will correspond to the standard numerical number and title designation. Sections not modified shall remain in full force.

PREPARED BY:



SUPPLEMENT TO WYOMING PUBLIC WORKS STANDARD SPECIFICATIONS

TABLE OF CONTENTS

SECTION	PAGE
<u>DIVISION 1: GENERAL REQUIREMENTS</u>	
01041 Project Coordination	3
01090 References	3
01505 Temporary Facilities	4
01560 Temporary Controls	6
<u>DIVISION 2: SITE WORK</u>	
02010 Approved Construction Materials List	10
02050 Removal and Disposal of Structures and Obstructions	17
02190 Aggregates	17
02210 Excavation and Embankment	22
02225 Trench Backfill	23
02230 Horizontal Directional Drilling	24
02235 Trenchless or Open Cut Installation of Steel Casing	31
02273 Riprap	35
02512 Plant Mix Pavements	35
02515 Cold Milling	44
02545 Bituminous Materials	46
02551 Tack Coat	48
02665 Water Distribution and Transmission Systems	49
02700 Sanitary Sewer Systems	54
02731 Pressure Sewer Lines and Force Mains	58
02776 Concrete Sidewalks, Driveway Approaches, Curb Turn Fillets, Valley Gutters & Miscellaneous New Concrete Construction	63

SUPPLEMENT TO WYPWSS STANDARD DETAILS

DELETE the Standard Details identified below:

02220-01	Typical Trench Detail
02645-01	Typical Fire Hydrant Detail
02645-02	Water Valve Adjustment Detail
02665-01	Water Service Line
02700-01	Standard Cone Manhole
02700-02	Standard Flattop Manhole
02700-05	Manhole Cover Detail

ADD the following Standard details as included in this Supplement

DETAIL NO.	TITLE
L-02220-01	Typical Trench Detail
L-02220-02	Trench Plug Detail
L-02235-01	Encasement Pipe Detail
L-02512-01	Asphalt Section
L-02645-01	Typical Fire Hydrant Detail
L-02645-02	Water Valve Adjustment Detail
L-02665-01	Water Service Line
L-02665-05	Restrained Pipe Lengths

**SUPPLEMENT TO
WYOMING PUBLIC WORKS STANDARD SPECIFICATIONS**

L-02665-06	Valve Box and Covers
L-02665-06A	Typical Valve or Tee Connection
L-02665-07	Tracer Wire Test Station
L-02665-07A	Tracer Wire Test Station
L-02665-08	Water Main Lowering on a New Water Main
L-02665-08A	Slurry Saddle
L-02665-09	Air/Vacuum Release Valve
L-02665-10	Insulation Board Installation
L-02665-11	Carsonite Marker Detail
L-02700-01	Standard Cone Manhole
L-02700-02	Standard Flattop Manhole
L-02700-05	Manhole Cover Detail
L-02700-07A	Dual Siphon Exit Manhole
L-02700-07B	Dual Siphon Entrance Manhole
L-02700-07C	Dual Siphon Manhole Layout

DIVISION 1 – GENERAL REQUIREMENTS

WYPWSS SECTION 01041 – PROJECT COORDINATION

1.02.C; ADD the following:

Tracking dirt onto streets is not allowed and if it occurs, it must be cleaned immediately. Gravel track-out pads or other approved method shall be used where applicable. Contractors shall provide adequate means for cleaning trucks and/or other equipment of mud prior to entering public streets, and take whatever measures are necessary to ensure that all roads are maintained in a clean, mud and dust free condition at all times.

No separate measurement or payment will be made for dust prevention measures and the cost will be considered incidental to the contract.

1.03.A; REPLACE with the following:

The Contractor shall provide all surveying. All work shall be done by or under the direct supervision of a licensed Wyoming Professional Land Surveyor. The Engineer will provide reference points as necessary. The Contractor shall construct all work in accordance with the lines and grades shown on the Drawings, and as designated by the Engineer. These lines and grades may be modified by the Engineer as provided in the General Conditions.

1.03.B; REPLACE with the following:

The Contractor shall provide independent third-party materials testing. The tests shall be performed by a reputable testing firm, as approved by the Engineer, and all testing shall be in accordance with Wyoming Public Works Standard Specifications, this Supplement, and Special Provisions.

1.03; ADD the following paragraph:

- C. The Contractor shall request a preliminary final inspection at least 48 hours prior to the date of the inspection. Contractor shall supply personnel to operate water valves and fire hydrants and to open manholes and catch basins to assist with establishing preliminary and final punch lists at no charge to the Contract.

The Engineer shall provide a written punch list of all deficient items identified during the preliminary final inspection. The Contractor shall complete all punch list items prior to requesting a final inspection.

Prior to the request for final payment, Contractor shall provide "As-Built" construction data/mark-ups on plan sheets and/or in a digital format such as survey points. "As-Built" documents shall adequately describe the location and elevation of infrastructure and horizontal site improvements that differ from the final plans with reference to a verified local benchmark. Additionally, all material deviations from the final approved plans shall be noted.

WYPWSS SECTION 01090 – REFERENCES

1.01.A; revise the last sentence of this paragraph as follows:

In case of a discrepancy, the order of precedence listed in descending order shall be as

follows:

1. Change Order
2. Addenda
3. Special Provisions
4. Supplements to Wyoming Public Works Standard Specifications
5. Construction Drawings
6. Wyoming Public Works Standard Specifications.

WYPWSS SECTION 01505 – TEMPORARY FACILITIES

Part 3; ADD the following sections:

3.01 WATER

- A. Owner will furnish water in reasonable amounts for proper completion of the work at existing fire hydrants without charge to Contractor. Contractor shall furnish necessary pipe, hose, nozzles, and tools and shall perform all necessary labor. Contractor shall make arrangements with the Owner (who will fix the time, rate, and duration of each withdrawal from the distribution system) as to the amount of water required and the time when the water will be needed. Unnecessary waste of water will not be tolerated. In no case shall pipe wrenches be used on the City's fire hydrants.

3.02 POWER

- A. Contractor shall provide all power for heating, lighting, operation of Contractor's plant or equipment, or for any other use by Contractor. Temporary heat and lighting shall be maintained until the Work is accepted.

3.03 SANITARY FACILITIES

- A. Contractor shall furnish temporary sanitary facilities at the site, as provided herein, for the needs of all construction workers and others performing work or furnishing services on the Project.
- B. Sanitary facilities shall be of reasonable capacity, properly maintained throughout the construction period, and obscured from public view to the greatest practical extent. If toilets of the chemically treated type are used, at least one toilet will be furnished for each 20 men. Contractor shall enforce the use of such sanitary facilities by all personnel at the site.

3.04 FENCES

- A. Contractor shall maintain all existing fences affected by the Work until completion of the Work. Fences which interfere with construction operations shall not be relocated or dismantled until written permission is obtained from the owner of the fence, and the period the fence may be left relocated or dismantled has been agreed upon. Where fences must be maintained across the construction easement, adequate gates shall be installed. Gates shall be kept closed and locked at all times when not in use.
- B. Upon completion of the Work across any tract of land, Contractor shall restore all fences to their original or better condition and to their original location.

3.05 PROTECTION AND DAMAGE OF PUBLIC AND PRIVATE PROPERTY

- A. Contractor shall protect, shore, brace, support, and maintain all underground pipes, conduits, drains, and other underground construction uncovered or otherwise affected by construction operations. All pavement, surfacing, driveways, curbs, walks, buildings, utility poles, guy wires, fences, and other surface structures affected by construction operations, together with all sod and shrubs in yards and parking, shall be restored to their original condition, whether within or outside the easement. All replacements shall be made with new materials.
- B. Contractor shall be responsible for all damage to streets, roads, highways, shoulders, ditches, embankments, culverts, bridges, and other public or private property, regardless of location or character, which may be caused by transporting equipment, materials, or men to or from the Work or any part of site thereof, whether by him or his Subcontractors. Contractor shall make satisfactory and acceptable arrangements with the owner of, or the agency or authority having jurisdiction over, the damaged property concerning its repair or replacement, or payment of costs incurred in connection with the damage.
- C. Contractor shall protect all existing structures and property from damage and shall provide bracing, shoring, or other work necessary for such protection. Contractor will be held responsible for any damage to existing structures, work, materials, or equipment because of his operations and shall repair or replace any damaged structures, work, materials, or equipment to the satisfaction of, and at no additional cost to, the Owner.
- C. All fire hydrants and water control valves shall be kept free from obstruction and available for use at all times.

3.06 SECURITY

- A. Contractor shall be responsible for protection of the site and all Work, materials, equipment, and existing facilities thereon, against vandals and other unauthorized persons.
- B. No claim shall be made against the Owner by reason of any act of an employee or trespasser, and the Contractor shall make good all damage to the Owner's property resulting from his failure to provide security measures as specified.
- C. Security measures shall be at least equal to those usually provided by the Owner to protect his existing facilities during normal operation, but shall also include such additional security fencing, barricades, lighting, and other measures as required to protect the site.

ADD the following new section in its entirety:

SECTION 01560 – TEMPORARY CONTROLS

PART 1 GENERAL

1.01 SUMMARY

- A. The following specification includes certain features which require special consideration during construction. Among these items are general construction activities.

PART 2 PRODUCTS

2.01 SUMMARY

- A. All barricades, warning signs, lights, temporary signals, and other protective devices shall conform to the provisions for Construction Signing as indicated in the "Manual on Uniform Traffic Control Devices for Streets and Highways", current edition, published by the Federal Highway Administration.

PART 3 EXECUTION

3.01 TEMPORARY SERVICE

- A. Temporary service shall be provided by the Contractor during any period when utility lines are disturbed, unless the Contractor makes other arrangements with the Owner. Service of domestic water lines and sewer lines shall not be interrupted for a period of longer than 4 hours, unless otherwise approved by the Engineer in writing. The interruption of water or sewer service shall not occur on more than two occasions, not occur on the weekend, and not occur before 9:00 am. Forty-eight (48) hour notice to the user is required prior to interruption of service.
- B. Contractor shall be solely responsible for notification of those user affected by being out of service and for temporary connections, if needed. Notifications shall be in writing and contain, at a minimum, the following information:
 - 1. Telephone number of the Contractor for inquiries or complaints
 - 2. A summary of the work being completed
 - 3. Date, time, and duration of service interruption
- C. If any unscheduled, unannounced, or unapproved water outages occur as a result of Contractor's activities (including if the Contractor damages any existing water line that must remain in service, while installing new water lines), he cannot continue work until water service is restored to the satisfaction of the Engineer.

3.02 BYPASSING SEWAGE FLOWS

- A. The Contractor is responsible for maintaining all sewage flows during construction when a manhole or section of line is out of service for lining, repair, inspection, or another reason. Work includes providing bypass pumping and piping whenever needed and for the duration required. The Contractor shall provide all materials, equipment, manpower, maintenance, equipment oversight, backup equipment, auxiliary power, backup plans, barricades and

traffic control, temporary plugs, and anything as may be needed to maintain the flows without sewage backing up, as may be required for the duration required. The Contractor shall also periodically move the equipment and modify the set-up so the portion of the sewer system subject to temporary bypassing is not larger than is practical.

- B. Sewage will not be allowed to spill into storm drains, street gutters, or open excavations. Any spills or backups that occur must be taken care of properly and immediately. In the event of a sewage spill or backup, the Owner shall be notified immediately, and the Contractor shall bear all costs associated with the spill or backup.
- C. No bypassing shall occur until the Contractor has submitted a bypass pumping plan to the Engineer for approval. The plan shall include the following:
 - 1. Expected flows
 - 2. Proposed pump (including maximum flow rate and head)
 - 3. Pipe layout and any associated traffic control
 - 4. Backup equipment
 - 5. Procedures to monitor upstream mains for backup impacts
 - 6. Procedures for setup and breakdown of pumping operations
 - 7. Emergency plan detailing procedures to be followed in the event of pump failures, sewer overflows, service backups, and sewage spills

3.03 TRAFFIC CONTROL

- A. Traffic control shall be maintained as an ongoing process throughout the duration of the work. Contractor shall make all the necessary provisions for the maintenance of public traffic and shall conduct his operations so as to offer the least possible obstruction and inconvenience to public traffic.
- B. The Contractor shall be responsible for coordinating traffic control with the City of Lander, Fremont County, the Wyoming Department of Transportation, and all emergency services. Traffic control devices and operations dealing with public traffic and roadways shall be accordance with applicable Wyoming laws, applicable WYDOT permits, and the Manual on Uniform Traffic Control Devices for Streets and Highways. The Contractor shall communicate his traffic control plans and closures with all emergency services forty-eight (48) hours prior to closure.
- C. The Contractor shall submit his traffic control plan to the Engineer for approval. Construction shall not commence on the project until a Traffic Control Plan has been prepared, submitted, and approved by the Engineer and impacted agencies. Construction shall not commence on the portions of the project requiring traffic control until necessary construction warning signs are in place and approved by the Engineer.
- D. Areas closed to traffic shall be protected by barricades and obstructions shall be reflectorized and illuminated during hours of darkness.

PART 4 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

4.01 METHOD OF MEASUREMENT

- A. TEMPORARY WATER SERVICE

1. When the contract stipulates, payment will be made for temporary water service on a lump sum basis. No measurement of individual items will be required.

B. BYPASSING SEWAGE FLOWS

1. When the contract stipulates, payment will be made for bypassing sewage flows on a lump sum basis. No measurement of individual items will be required.

C. TRAFFIC CONTROL

1. When the contract stipulates, payment will be made for Traffic Control on a lump sum basis. No measurement of individual items will be required.

4.02 BASIS OF PAYMENT

A. TEMPORARY WATER SERVICE

1. Payment for temporary water service is to be full compensation for planning, supplying, setting up, maintaining, and tearing down a temporary water system which provides potable water to users throughout the project area during times when the existing water system must be shut down. The contract lump sum price for this item shall include notifications, shutting off existing service lines, making connections to houses/businesses off of the temporary piping as necessary, and disinfection and testing as required by the specifications. Also included are all materials, tools, equipment, excavation and labor, including providing a Certified Operator, in performing all work necessary or incidental to this item. Partial payment will be made on interim pay requests on a prorated basis as determined by the Engineer based on the quantity of water main installed.

B. BYPASSING SEWAGE FLOWS

1. Payment for bypass sewage flows shall include full compensation for planning, supplying, setting up, maintaining, and tearing down a temporary sewage bypass pumping system which provides bypass sewage flows throughout the project during times when the existing sewer must be shut down. The contract lump sum price for this item shall also include all pipe, pumps, backup pumps, manpower, temporary plugs, barricades, oversight, labor, maintenance, notifications, and incidentals required to provide full, complete and satisfactory bypass pumping of sewage (so sewage flows are uninterrupted) and the handling of sewage flows as required to properly complete all installations. Partial payment will be made on the interim pay requests on a prorated basis as determined by the Engineer based on the quantity of sewer system related work completed.

C. TRAFFIC CONTROL

1. Payment for traffic control will be made based on the unit bid lump sum price which shall constitute full compensation for planning, furnishing a traffic control maintainer and required labor, flagging, traffic control devices, setting up, maintaining the devices, tearing down, and providing all materials, tools, equipment, labor and other work involved with traffic control. Also covered under this item is the cost of maintaining any detours needed around construction sites and maintaining traffic flow and access in compliance with the Specifications. Payment of the first one-half of the lump sum for

traffic control will be paid with the first pay estimate which includes work on site requiring traffic control. Payment of the second one-half of the lump sum for traffic control will be paid with the last pay estimate which includes work on the site requiring traffic control.

END OF SECTION

DIVISION 2 – SITE WORK

ADD the following new section in its entirety:

SECTION 02010 – APPROVED CONSTRUCTION MATERIALS LIST

PART 1 GENERAL

1.01 SUMMARY

- A. The manufacturers and materials listed in this document are to be explicitly used on all potable water, irrigation, and sewer utility construction within the City of Lander boundaries. No exceptions to this list will be made for any individual, developer, contractor, or development without permission of the City and Engineer. The City of Lander may update the document periodically as necessary if any new additions or deletions of materials are decided to be made by the City of Lander.
- B. The City of Lander will consider adding water and sewer products or materials to the list upon request by a manufacturer or sales representative. In order for a product or material to be considered, the manufacturer or sales representative must submit a written request to the City of Lander's Distribution and Collection Systems Manager and upon request, may also be required to provide to the City of Lander a sample of the product or material.
- C. The City of Lander will review each request to determine if a product or material meets the requirements set forth in the City of Lander design standards and all relevant industry standards. The City of Lander will base its review primarily on previous experience and knowledge and possibly from input of other individuals or entities in the water and sewer industry whose relevant expertise may be sought by the City of Lander.
- D. The City of Lander may elect to put a sample into use in its system to help make the determination of whether a product or material functions satisfactorily for its intended purpose.
- E. The City of Lander will attempt to review each request in an expeditious fashion to make a determination as quickly as possible. However, it should be expected that the review process may take a considerable amount of time, possibly up to one year or more if a product or material is put into operation in the system for evaluation.
- F. Once the City of Lander has made a determination on a product/material request, the Distribution and Collection Systems Manager will send a written response to the manufacturer or sales representative describing the evaluation and presenting the decision of whether or not to add the product/material to the Approved Construction Materials List.
- G. All valves and fittings must have stainless steel bolts and hardware.

PART 2 PRODUCTS

2.01 APPROVED PRODUCT

- A. Ductile Iron Water Pipe
 - 1. American Cast Iron Pipe Co.- Fastite
 - 2. Griffin Pipe Products Co.
 - 3. Pacific States Cast Iron Pipe Co.
 - 4. United States Pipe and Foundry Co. – Tyton Joint
- B. PVC Water Pipe
 - 1. Diamand Plastic Corp.
 - 2. IPEX – Blue Brute
 - 3. JM Eagle
 - 4. North American Pipe Corp.
 - 5. Vinyltech
 - 6. Cresline
- C. Ductile Iron Fittings
 - 1. Griffin Pipe Products Co.
 - 2. Star Pipe Products.
 - 3. Tyler Pipe Industries
 - 4. Union Foundry Co.
 - 5. United States Pipe and Foundry Co.
 - 6. SIP Industries (3"-24")
- D. Butterfly Valves
 - 1. Dezurik BAW Style
 - 2. Mueller Lineseal III
 - 3. Pratt Groundhog
 - 4. Valmatic American BFV
- E. Gate Valves
 - 1. American Cast Iron Pipe Co. – Waterous series 2500
 - 2. Mueller A-2361 Series
 - 3. United States Pipe and Foundry Co. MetroSeal 250
- F. Combination Air Valves
 - 1. ARI Model D-040
- G. Potable Valve Boxes
 - 1. Castings, Inc. 6850 Series
 - 2. Star Pipe Products VB-0002-35B
 - 3. Tyler/Union 6850 Series

- H. Curb Stop Boxes
 - 1. A.Y. McDonald 5603 Series
- I. Fire Hydrants
 - 1. American Flow Control Waterous Pacer WB-67-250
- J. Flushing Hydrants
 - 1. Kupferle main guard 77
 - 2. Mueller super centurion-200
- K. Manhole and Vault Materials
 - 1. Oldcastle Precast
 - 2. Vaughn Concrete Products
 - 3. Copeland Enterprises, Inc.
 - 4. Forterra Precast Concepts, LLC
- L. Mechanical Joint DIP(Wedge Style)
 - 1. EBAA Iron Megalug 1100 Series
 - 2. Star Pipe Products Stargrip Series 3000
 - 3. Uni-Flange Series 1400
 - 4. EBAA Iron Megalug 1700
 - 5. Star Pipe Products Stargrip 3100p
- M. PVC Mechanical Joint Fittings
 - 1. EBAA Iron Megalug 2000PV
 - 2. Star Pipe Products Stargrip 4000
 - 3. EBAA Iron megalug 1500
 - 4. EBAA Iron Megalug 1600
 - 5. Uni-Flange Series 1390
 - 6. Star Pipe Products Stargrip 1100
- N. DIP push-on Joint (Boltless)
 - 1. American Cast Iron Pipe Co. Flex Ring and Lok-Ring
 - 2. Griffin Pipe Co. Snap-Lok
 - 3. U.S. Pipe TR Flex
- O. Pipe Service Saddles
 - 1. Ford style 202BS
 - 2. Ford style FS202
 - 3. Mueller BR2B
 - 4. Mueller BR2S & BR2W
 - 5. PowerSeal 3409

6. PowerSeal 3417DI & 3417AS
7. A.Y. McDonald Model 3845
8. A.Y. McDonald model 3855
9. JCM 432 All Stainless
10. JCM 406 Coated Double strap
11. JCM 161 All stainless clamp
12. SmithBlair 317
13. JCM 241
14. JCM 502

P. Potable Service Lines

1. IPEX Q-Line-Blue (3/4 " and 1")
2. Poly Service Material Class 200 CTS (1 1/2" and 2")
3. J.M. Eagle Core
4. ADS Poly Flex
5. (K) Copper

Q. Meter Setters

1. Ball Valve before Meter
2. Check Valve

R. Manholes and Vaults

1. Oldcastle Precast
2. Vaughn Concrete Products
3. Colorado Precast Concrete
4. Copeland Enterprises, Inc. Multi-Setter Meter Vault
5. Forterra Precast Concepts, LLC

S. Meter Pits

1. Mueller Thermal-coil meter box
2. Ford Coil Pit setter

T. Manhole Ring and Cover

1. Castings, Inc. MH-400-24FPCI or equivalent
2. D&L Foundry
3. Neenah Foundry

U. Locking Manhole Ring and Cover

1. Castings, Inc. Model DIMH310

V. Tracer Wire

1. Tracer Wire for open trench construction- Copperhead High Strength 1230; Reinforced 12 AWG copper-clad steel, 30 mil high density polyethylene coating suitable for direct bury and color coded per APWA standard for the specific utility marked, minimum 450 lb break load.
2. Tracer Wire for horizontal directional drilling – Copperhead SoloShot Extra-High Strength, 12 AWG copper-clad steel with minimum 1,150 lb break load, minimum 45 mil HDPE insulation thickness
3. Splice Kit- DryConn Waterproof Direct Bury Lug
4. Test station –
 - a. C.P. Mini Box
 - b. Snake Pit Lite Duty with two terminal lid, color coded for appropriate utility.
5. Ground Rod – Copperhead 1.5 pound Magnesium

W. Air Valve Manholes

1. Oldcastle Precast
2. Vaughn Concrete Products
3. Colorado Precast Concrete
4. Copeland Enterprises, Inc. Multi-Setter Meter Vault
5. Forterra Precast Concepts, LLC

X. Tapping Sleeves

1. Ford FTSS
2. Mueller H304SS
3. PowerSeal 3490
4. Ford FTSC
5. Smith Blair 622

Y. PVC Sewer Pipe

1. JM Eagle
2. North American Pipe
3. Vinyltech/Northern Pipe Products
4. Cresline
5. Diamond Plastics

Z. Sewer Tap Saddles

1. GPK Products
2. Multi Fittings

- 3. Plastic Trends
- AB. Cleanouts
 - 1. GPK Products
 - 2. Multi Fittings
 - 3. Plastic Trends
- AC. Miscellaneous Sewer Service Fittings
 - 1. JM Eagle
 - 2. GPK Products
 - 3. Multi Fittings
 - 4. Plastic Trends
- AD. Flexible Couplings
 - 1. Fernco
 - 2. Indiana Seal
- AE. Manholes
 - 1. Oldcastle Precast
 - 2. Rinker
 - 3. Vaughn Concrete Products
 - 4. Colorado Precast Concrete
 - 5. Lindsay Precast Inc. Firebraugh Division
 - 6. Forterra Precast Concepts, LLC
- AD. Ring and Cover
 - 1. Castings, Inc.
 - 2. D&L Foundry
 - 3. Neenah Foundry
 - 4. Locking – Castings, Inc. Model DIMH310
- AE. Grease and Sand Oil Interceptors
 - 1. Copeland Enterprises, Inc.
 - 2. Oldcastle Precast, Inc.
 - 3. Amcor Precast, Inc.
- AF. Miscellaneous Materials
 - 1. Valve Box Slip type
 - 2. Castings, Inc.
 - 3. East Jordan Ironworks
 - 4. Star Pipe Products
 - 5. Tyler/Union

AG. Corporation Stops, Curb Stops

1. A.Y. McDonald
2. Mueller
3. Ford

AH. Sewer service Backwater Valves

1. Backwater Valve Model 4963
2. Multi Fitting

AI. Grounding Anode

1. Copperhead- ANO-14

AJ. Foster Adapter

1. InFact Corporation
2. Star Pipe Products

AK. Casing Spacer

1. Advanced Products Systems (APS)

AL. Cofferdam

1. Portadam Rain for Rent
2. Aqua-Barrier
3. Aqua Dam

PART 3 EXECUTION (NOT USED)**PART 4 METHOD OF MEASUREMENT AND BASIS OF PAYMENT****4.01 METHOD OF MEASUREMENT**

- A. No separate measurement will be made for items under this section, unless otherwise addressed in the Special Provisions.

4.02 BASIS OF PAYMENT

- A. No separate payment will be made for items specified under this section. Full compensation shall be considered as included in the prices paid for various other contract items and no additional compensation will be allowed therefore unless otherwise addressed in the Special Provisions.

END OF SECTION

WYPWSS SECTION 02050 – REMOVAL AND DISPOSAL OF STRUCTURES AND OBSTRUCTIONS

4.02.A and 4.02.B; *REPLACE with the following:*

- A. Lump Sum – Payment shall be made at the lump sum quote for this item in the Bid Schedule and shall be for the removal of all obstructions, including pipe, manholes, fire hydrants, structures and all items shown on the plans or encountered within the right-of-way. Payment also includes required excavation, backfill, hauling, disposal, disposal fees, salvage, and all other tools, equipment, and labor necessary to complete the item.
- B. Unit Price – Payment for specific obstruction items including; pipe, manholes, fire hydrants, structures and all items shown on the plans shall be paid for as the measured quantities at the unit price called out in the Bid Schedule. Payment also includes required excavation, backfill, hauling, disposal, disposal fees, salvage, and all other tools, equipment, and labor necessary to complete the item.

WYPWSS SECTION 02190 – AGGREGATES

2.03.A; *ADD the following to the end of the paragraph:*

Before production of any of the following materials, all vegetation and stripping material shall be removed from the pit. Only designated portions of the pit will be used.

2.03.B; *REPLACE:* "Contract Documents" with "Special Provisions or on the plans"

2.03.B.1; *ADD the following to the end of the paragraph:*

Of the particles retained on a No. 4 (425µm) sieve, at least 35% by weight shall have one (1) or more fractured faces as determined by ASTM D5821.

2.03.B.3; *REPLACE the table with the following:*

GRADATION REQUIREMENTS – PERCENT PASSING					
<u>Sieve Size</u>	Grading <u>J</u>	Grading <u>GR</u>	Grading <u>L</u>	Grading <u>K</u>	Grading <u>W</u>
2"	100	-	-	-	-
1-1/2"	90-100	-	100	100	100
1"	-	100	90-100	90-100	90-100
3/4"	-	90-100	-	-	-
1/2"	-	65-85	60-85	-	60-85
#4	35-75	50-78	35-55	40-65	45-65
#8	-	37-67	25-50	30-55	33-53
#30	-	13-3	10-30	-	-
#200	0-15	4-15	3-15	3-15	3-12

2.03.B; *ADD the following paragraph:*

- 4. Base material shall have a minimum Resistance (R) value of 70 when tested in accordance with ASTM D2844, and the coarse aggregate shall have a maximum magnesium sulfate (MgSO₄) soundness loss of 18% when tested in accordance with ASTM C88.

2.03.C; REPLACE with the following:

Crushed run sub-base and crushed run base shall be crusher run material of the maximum size as called for on the plans or the Special Provisions. If not specified, the maximum size shall not exceed three (3) inches.

2.03.D; REPLACE with the following:

Pit run or screened sub-base and base shall be pit run or screened material of the maximum size as called for on the plans or the Special Provisions. If not specified, the maximum size shall not exceed three (3) inches.

2.03; ADD the following paragraphs:

- F. Sub-base shall be crushed or natural stone or gravel meeting the wear, liquid limit, plasticity index and gradation requirements specified for crushed sub-base and shall have a minimum R-Value of 60.
- G. Recycled Aggregate Base - Upon approval of the City or their designated representative, recycled aggregate base manufactured from asphalt concrete and/or Portland cement concrete may be used if it conforms to the following gradation requirements and has a minimum Resistance (R) value of 70 when tested in accordance with ASTM D2844.

Sieve Size	Percent Passing by Weight	
	Type 1 – Imported	Type 2 – Recycled On-site
2"	100	100
¾"	70-100	-
No. 4	20-70	-
No. 200	0-12	0-12

2.04.B; REPLACE with the following:

COARSE AGGREGATE - Coarse aggregate shall be crushed stone, crushed gravel or natural gravel. Unless otherwise specified, the crushed aggregate shall have a percentage of wear of not more than 40 at 500 revolutions when tested in accordance with ASTM C131 and have a minimum 55% two fractured faces (ASTM D5821). The magnesium sulfate soundness loss shall not exceed 18% in accordance with ASTM C88, and the material shall be non-plastic.

2.04.C; ADD the following to the end of the paragraph:

The sand equivalent shall be a minimum of 40 (ASTM D2419). The fine aggregate angularity shall be a minimum of 40 (ASTM C1252).

2.05; ADD the following to the end of the paragraph:

Unless otherwise specified, the aggregate used for alley surfacing shall be grading GR.

2.06.A; OMIT the last sentence.

2.06.B; REPLACE with the following:

COARSE AGGREGATE - Coarse aggregate shall be crushed stone or crushed gravel of such gradation that when combined with other required aggregate fractions and fillers in proper proportion, the resultant mixture shall meet the gradation required under the composition of mixture for the specific type under contract. The crushed aggregate shall have a percentage of wear of not more than 40 at 500 revolutions when tested in accordance with ASTM C131 and have a minimum 55% two fractured faces (ASTM D5821). The magnesium sulfate soundness loss shall not exceed 18% in accordance with ASTM C88, and the material shall be non-plastic.

2.06.C; REPLACE with the following:

FINE AGGREGATE - Fine aggregate shall consist of crushed stone, crushed gravel, or natural sand. The fraction passing the No. 200 (75µm) sieve shall not be greater than two-thirds (2/3) of the fraction passing the No. 40 (425µm) sieve. The fraction passing the No. 40 (425µm) sieve shall have a liquid limit not greater than 25 and a plasticity index not greater than three (3), except that when the plasticity index is non-plastic (NP), the liquid limit shall be not more than 30. The sand equivalent shall be a minimum of 40 (ASTM D2419). The fine aggregate angularity shall be a minimum of 40 (ASTM C1252).

2.07.D; REPLACE with the following:

The several aggregate fractions for the mixture shall be sized, graded and combined in such proportions that the resulting composite blend meets one of the grading requirements in the following table as specified. If not specified in the plans or Special Provisions, the Contractor shall use the 3/4-inch maximum grading specification.

Sieve	% Passing, Nominal Maximum Aggregate Size		
	3/4"	1/2"	3/8"
1 1/4" (31.5 mm)	-	-	-
1" (25 mm)	100	-	-
3/4" (19 mm)	90-100	100	-
1/2" (12.5 mm)	55-90	90-100	100
3/8" (9.5 mm)	45-85	55-90	90-100
No. 4 (4.75 mm)	30-65	35-70	45-85
No. 8 (2.36 mm)	20-50	20-55	30-65
No. 30 (600 µm)	5-30	5-35	10-40
No. 200 (75 µm)	2-7	2-7	2-10

If Reclaimed Asphalt Pavement (RAP) is allowed and incorporated into the plant mix bituminous pavement, the combined gradations including the aggregates extracted from the RAP, shall conform to the gradation requirements herein.

2.09.B; REPLACE with the following:

Unless otherwise specified, the coarse aggregate shall have a percentage of wear of not more than 40. The magnesium sulfate soundness loss shall not exceed 18% in accordance with ASTM C88 and plasticity index shall not exceed three (3). The combined coarse and fine aggregate shall meet the following gradation requirements:

Sieve Size	Percentage Passing
1"	100
3/4"	95-100
#4	45-65
#8	33-53
#200	3-12

2.10.D-2.10.H; REPLACE with the following:

- D. For Types B and C bituminous surface treatment, provide and use crushed stone or gravel, which before crushing, at least 95 percent retained on 1/2-inch [12.5 mm] sieve, and of aggregate types that are well graded from coarse to fine in accordance with the following tables: Gradation Requirements: Bituminous Surface Treatment and Aggregate Properties: Bituminous Surface Treatment Types B and C.

Gradation Requirements: Bituminous Surface Treatment

Sieve	% Passing	
	Type	
	B	C
1" (25.0 mm)	-	-
3/4" (19.0 mm)	100	-
1/2" (12.5 mm)	95-100	100
3/8" (9.5 mm)	40-70	80-100
No. 4 (4.75 mm)	0-15	0-10
No. 8 (2.36 mm)	0-7	0-5
No. 200 (75µm)	0-2	0-2

Aggregate Properties: Bituminous Surface Treatment Types B and C

Property	Test Method	Specification
LA Abrasion loss, max, %	AASHTO T96	35
Flat and elongated (1:5 ratio), max ⁽¹⁾ , %	ASTM D4791 (Method A)	10
Fractured Faces, min ⁽²⁾ , %	AASHTO T335	95/90
Plasticity Index ⁽³⁾	AASHTO T90	NP

⁽¹⁾ Flat and elongated is to be tested on coarse aggregate (plus No. 4 (4.75 mm) fraction).

⁽²⁾ Percentage designation of "95/90" denotes 95 percent of the coarse aggregate has one or more fractured faces and 90 percent has two or more fractured faces.

⁽³⁾ Based on minus No. 4 (4.75 mm) fraction of composite blend.

- E. For other types of bituminous surface treatment, provide and use materials complying with the following requirements and the following table: Aggregate Properties: Bituminous Surface Treatment Types D, E, K, and S.
- For Type D, crushed stone or gravel, or clean pea gravel, with a maximum LA Abrasion loss of 35 percent, and with a plasticity index no greater than 3.
 - For Type E, crushed sand and gravel, with a plasticity index no greater than 3.
 - For Type K, a maximum LA Abrasion loss of 35 percent, and with a plasticity index no greater than 3.
 - For Type S, crushed, screened or pit-run sand, with a plasticity index no greater than 3.

Aggregate Properties: Bituminous Surface Treatment Types D, E, K, and S

Sieve	% Passing			
	Type			
	D	E	K	S
1" (25.0 mm)	-	-	-	-
¾" (19.0 mm)	100	100	-	-
½" (12.5 mm)	95-100	95-100	100	100
3/8" (9.5 mm)	-	-	95-100	95-100
No. 4 (4.75 mm)	0-15	35-70	0-35	85-100
No. 8 (2.36 mm)	-	-	0-20	-
No. 200 (75µm)	0-10	0-10	0-3	0-5

2.13.A; *REPLACE with the following:*

Bed course material for sidewalks and curbing shall consist of sand, gravel, crushed stone or other approved material of such gradation that all particles will pass through a sieve having ½" square openings.

2.15.D; *REVISE:* percent passing on the #200 sieve from "0-15" to "3-12"2.17.A.2; *REPLACE with the following:*

2. Class 2 Riprap aggregate for river restoration shall be hard, durable, **angular to subangular**, resistant to weathering and wave action, free from overburden and organic material, and well-graded in accordance with the gradation specified on the plans. The material shall also meet the following durability requirements:
 1. Sodium Sulfate Soundness (ASTM 88): Loss shall be less than 10% after 5 cycles
 2. Resistance to Abrasion (ASTM C535): Loss shall be less than 10% after 100 revolutions and less than 40% after 500 revolutions
 3. Resistance to Freeze-Thaw (ASTM D5312): Loss shall be less than 10%
 - a. The least dimension of an individual rock fragment must not be less than one third the greatest dimension of the fragment.
 - b. The gradation shall be as shown on the construction drawings. Gradation shall be based on the intermediate (B) axis of the individual rocks in accordance with section 4.2.4 of HEC 23, Publication No. FHWA-NHI-09-1112.
 - c. Rip Rap shall be "Mine Rock" sourced from the area north of Atlantic City, WY. The contractor may submit an alternate material of the same shape, hardness, and unit weight to the Engineer for approval.

*Part 2; ADD the following section:*2.19 AGGREGATE FOR MICROSURFACING

- A. Use 100 percent crushed stone or gravel of which 95 percent is retained on a 2-inch [12.5 mm] sieve before crushing. Ensure a sand equivalent of at least 65 percent, a maximum soundness (MgSO₄) loss of 20 percent on the coarse aggregate, and an LA abrasion loss of no more than 30 percent; supply the test results. Submit the job mix formula in accordance with Subsection 401.4.1.3, Composition of Plant Mix of the

Wyoming Department of Transportation Standard Specifications for Road and Bridge Construction, including any current supplementary specifications and amendments issued prior to the date of advertisement; ensure accordance with following table.

Gradation Requirements: Microsurfacing

Sieve	% Passing
3/8" (9.5 mm)	100
No. 4 (4.75 mm)	70-90
No. 8 (2.36 mm)	45-70
No. 16 (1.18 mm)	28-50
No. 30 (0.60 mm)	19-34
No. 50 (0.30 mm)	12-25
No. 100 (150 µm)	7-18
No. 200 (75µm)	5-15

Part 3; ADD the following section:

3.03 CONTRACTOR QUALITY CONTROL

- A. Preconstruction Testing - All testing and sampling shall be done in accordance with latest ASTM methods, unless otherwise specified. At least two (2) weeks in advance (except for Type 2 Recycled Aggregate Base, for which samples and/or certifications shall be submitted within five (5) business days of the start of on-site recycling) of the beginning of base work, the Contractor shall:
 - 1. Submit representative samples of the aggregate material to the Contractor's materials testing laboratory (Engineer-approved laboratory) for tests to determine the compliance of the proposed subbase material with these Specifications;
 - 2. Or shall submit certification based on testing performed within the last 12 months by an AASHTO-accredited or otherwise-approved laboratory that the materials to be used are in conformance with these Specifications.
- B. Construction Testing - During construction the Contractor shall provide testing to demonstrate compliance with these specifications performed by an AASHTO-accredited or otherwise approved testing laboratory. The results of such tests shall be submitted by the laboratory to the Engineer within three business days.

WYPWSS SECTION 02210 – EXCAVATION AND EMBANKMENT

Part 2; ADD the following section:

2.06 POTHOLE EXCAVATION

- A. Pothole excavation shall consist of excavation and replacement of material to identify location, depth, and material type of existing utilities.

3.02; ADD the following paragraph:

- C. Replacement of material for pothole excavation shall be in accordance with section 02225 Trench Backfill.

4.01; ADD the following paragraph:

H. Pothole excavation shall be accounted for on a lump sum basis.

4.02; ADD the following paragraph:

H. Pothole excavation shall be paid for by the contract unit price which shall consist of full compensation for all labor, equipment, tools, mobilization, demobilization and incidental necessary to accomplish point excavation to locate an existing utility excavated to a safe and suitable state to measure and document the type and size of the utility. This item also includes all items necessary to backfill and recompact the point excavation.

WYPWSS SECTION 02225 – TRENCH BACKFILL

2.01.A.1; REPLACE the first sentence of the paragraph with the following:

Type 1 Bedding material around the pipe from six (6) inches under the pipe to six (6) inches above over the pipe shall consist of select coarse-grained soils, with less than 5 percent passing a #200 sieve, such as gravel, sand, or silty sand meeting unified soil classification requirements as per ASTM designation D-2487 for type GW, GP, GM, GC, SW, SP, SM & SC, or as specifically approved by the engineer.

3.03.A; REPLACE the paragraph with the following:

Field density testing of compacted fill will be run as follows; one (1) test per 100 feet of trench, or fraction thereof, at all levels, one (1) 12" above the pipe, one (1) mid depth, and one (1) 12" below finished subgrade. These tests will be performed by a reputable testing firm at the discretion of the Engineer, hired by the Contractor and approved by the Owner. The Contractor shall provide necessary equipment to dig test holes, if necessary. The Contractor shall be responsible for correction of any areas failing compaction test, and the expense of such correction shall be borne by the Contractor.

3.04.A; REPLACE the paragraph with the following:

The Contractor shall, for a period of two (2) years after completion and final acceptance of the work, repair any trench settlement which may occur and shall make suitable repairs to any pavement, sidewalks, or other structures which may become damaged as a result of backfill settlement.

Add the following new section in its entirety:

SECTION 02230 – HORIZONTAL DIRECTIONAL DRILLING

PART 1 GENERAL

1.01 SUMMARY

- A. This section covers requirements for installation of underground infrastructure using the trenchless technology method known as Horizontal Directional Drilling (HDD). The HDD method involves first drilling a pilot bore in the location(s) as indicated on the plans, and then next enlarging the drilled pilot bore to facilitate the installation of the required pipe line or bundle, herein referred to as the "product pipe." The pilot bore is enlarged approximately 1.5 times the size of the product pipe and then the product pipe is pulled into the enlarged borehole.

1.02 RELATED WORK

- A. Section 02235, Trenchless or Open Cut Installation of Steel Casing
- B. Section 02665, Water Distribution and Transmission Systems
- C. Section 02700, Sanitary Sewer Systems
- D. Section 02731, Pressure Sewer Lines and Force mains

1.03 QUALITY ASSURANCE

All installations shall be in accordance with the approved HDD Consortium's "Horizontal Directional Drilling Good Practices Guideline, Third Edition" and updates thereof.

1.04 SUBMITTAL

- A. Submittal requirements for small and medium bore size classifications are as follows:
 - 1. Personnel Qualifications
 - 2. Drilling Fluid Management Plan
 - 3. Bore Data
 - 4. As-built Data
- B. Large bore size classification or more technical small and medium bore classifications may require additional submittals provided in the Special Provisions.
- C. The required items contained in items 1 and 2 shall be submitted prior to the authorization to commence field construction. Copies of all documents shall be maintained at the construction site and be available for inspection.
- D. Personnel Qualifications: The Contractor shall provide a competent and experienced individual familiar with the equipment and the type of HDD operations to be performed. The individual shall be present onsite while HDD operations are being performed and be in direct charge and control of the HDD operations. Documentation of experience and appropriate training evidenced by a certificate of attendance from a training program shall be provided upon request.

Pipe that requires fusion of the joints, such as HDPE or Fusible-PVC, shall be fused

by a skilled operator. The Contractor is responsible for using qualified personnel to ensure the fusion process follows the pipe manufacturer's recommended procedures. The Contractor shall submit certification from the pipe manufacturer or an accredited training agency documenting personnel qualifications. Untrained personnel shall not be permitted to perform fusion of any pipe on the project. Unless noted otherwise in the Special Provisions, the Contractor is not required to use a data-logger or manually record data about each fused joint in the product pipeline.

- E. Drilling Fluid Management Plan: Indicate the type and amount of the drilling fluid planned to be used on the project. Include safety data sheets for the identified drilling fluid components and additives. The drilling fluid plan is developed based upon the anticipated soil conditions, and a sufficient supply of fluid is to be available to enable successful completion of the bore. Indicate the intended method of disposal of spent drilling fluids and include approvals from off-site disposal sources. The Drilling Fluid Management Plan shall identify contingency measures to be employed in case of inadvertent returns. The contingency plan may include containment with sediment control devices, removal with vacuum equipment or other such contingency measures as appropriate. In all cases, the plan shall indicate that if primary control measures fail and inadvertent returns cannot be controlled, work will be suspended until such a time as the plan can be revised and effective control measures can be implemented.
- F. Bore Data: Identify the installed location of the bore by writing down each rod and indicating the depth and pitch. Submit a copy of this information when requested.
 - 1. Rod/joint number
 - 2. Depth and pitch of locate reading
- G. As-Built: Identify the installed location of the bore on a scaled drawing referencing any benchmark information provided on the original construction drawings. Also indicate the location of all existing utilities as provided on the original construction drawings and verified in the field, as well as any undisclosed utilities as discovered in the field throughout the prosecution of this work. Also submit copies of any drilling fluid logs, pipe fusion logs, and any other such information as it pertains to the work undertaken pursuant to this specification.

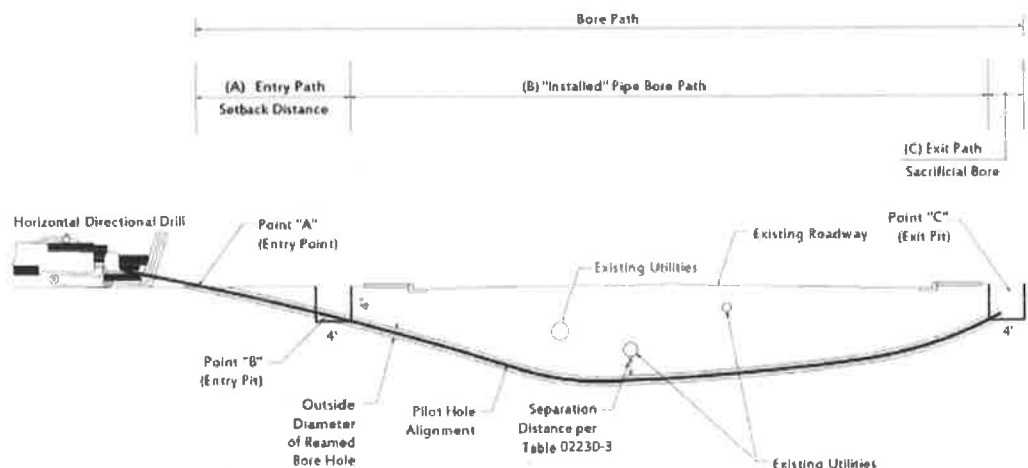
1.05 DEFINITIONS

- A. Classifications: Installations are classified as small, medium, or large which serves as a general indication of the level of equipment required for the installation. The size of bore is measured in inch-feet and is calculated by multiplying the nominal product pipe diameter in inches by the minimum allowable length of crossing in feet as indicated on the plans or as can reasonably be inferred from the locations of such bends, fittings, service connections, valves and any other equipment requiring excavation and/or connection to the pipe line at a specified location. The bore size refers to each individual bore, not the total footage of the permitted design.
- B. Bore Size: Bore size calculation: 200 foot installation of a 4 inch diameter pipe has a bore size of 800 in-ft. (200 ft. × 4 in. = 800 in-ft)

TABLE 02230-1	
CLASSIFICATION OF BORE SIZES	
Classification	Bore Size
Small	Up to 6,000 in-ft
Medium	6,001 in-ft to 15,000 in-ft
Large	Above 15,000 in-ft

- C. Bore-tracking Equipment: Methods and systems generally defined as a walkover or non walkover. To be specified by the Contractor and used to measure the actual accuracy of the bore to the specific line and grade. The bore path is monitored during the pilot bore by taking periodic readings of the inclination and azimuth of the probe located within the sonde housing.
- D. Bore-tracking Pit: An excavated area for entry, exit, slurry sump, or any other excavation used to manage, control, and track the progress of the bore.
- E. Critical Structure: Any pipeline, utility, building, structure, bridge, pier, or similar construction partially or entirely located within a zone of active excavation.
- F. Drilling Fluids: Fluids consisting of water, bentonite, and any approved additives such as environmentally safe polymers, lubricants, and viscosifiers.
- G. Pilot Hole: The initial controlled drilled horizontal shaft used to guide the enlargement to design size and eventual installation of the product pipe.
- H. Pullback: The pipe installation pulled back by a swivel/pulling head connected behind the reamer, which pulls the prepared product pipe into place.
- I. Reaming: The back reaming hole opener is attached to the drill pipe and rotated and pulled back through the pilot hole to enlarge the bore in one or more passes to the size needed for product pipe installation.

Figure 02230-1



The setback distance is dependent upon elevation difference from A (surface) to B (desired grade), entry angle of rig, and bending radius of drill rods.

PART 2 PRODUCTS

2.01 MATERIALS

A. PIPE

All product pipe material shall be of the size, type, and class as shown on the plans. All product pipe shall conform with AWWA C906, Polyethylene (PE) Pressure Pipe and Fittings.

B. TRACER WIRE

Solid copper or copper clad steel tracer wire insulated with high molecular weight polyethylene shall be installed on top of all pressure pipe and secured with industrial grade non-adhesive, waterproof tape at minimum ten (10) foot intervals to prevent movement. The tracer wire shall be looped into a tracer wire test station located at each fire hydrant and/or where shown on the plans, as per the Standard Detail. Sufficient length of slack shall be provided to allow the tracer wire to reach 12 inches above finished grade. All connections shall be kept to a minimum and shall be made with industry approved direct bury splice. The entire system shall be interconnected and shall be tested for continuity prior final pavement. The tracer wire for horizontal directional drilling shall be Copperhead SoloShot or approved equal.

PART 3 EXECUTION

3.01 CONSTRUCTION

- A. Horizontal Directional Drilling Equipment: The HDD equipment is to have an electronic "walkover" tracking system or a Magnetic Guidance System (MGS) to accurately guide boring operations; a system to monitor maximum pullback pressure during pull-back operations; a system to detect electrical current from the drill string shall be in place with an audible alarm that automatically sounds when an electrical current is detected; a vacuum unit of sufficient capacity to handle the drilling fluid volume; and trained and competent personnel to operate the systems. All equipment shall be in good, safe condition with sufficient supplies, materials, and spare parts on hand to maintain the system in good working order for the duration of the project.
- B. Guidance System: An electronic "walkover" tracking system, or a MGS probe or proven (non-experimental) gyroscopic probe, and interface for continuous and accurate determination of the location of the drill head shall be used during the drilling operation. The locating system shall be capable of determining the in-ground position of the drill head and shall be accurate to $\pm 2\%$ of the distance from the transmitter to the receiver. It shall enable the driller to guide the drill head by providing information on the pitch; roll and clock face orientation of the drill head. The locating system shall be capable of determining the depth of the drill head from the transmitter to the surface at any location along the path of the bore. The locating system shall be calibrated per the manufacturer's specifications prior to commencing the bore.

- C. **Drilling Fluid (Mud) System:** A self-contained, closed, drilling fluid mixing system of sufficient size to mix and deliver drilling fluid composed of bentonite clay, uncontaminated water, and appropriate additives shall be used. The mixing system shall be able to molecularly shear individual bentonite particles from the dry powder to avoid clumping and ensure thorough mixing. The drilling fluid reservoir tank shall be of sufficient capacity to supply an amount of drilling fluid that is equal to the maximum rated output of the drilling fluid pump over at least a fifteen-minute duration. Ensure the drilling fluid is mixed per drilling fluid manufacturer's recommendations and continually agitate the drilling fluid during drilling operations.

The Contractor shall be responsible to monitor drilling fluid properties and return fluid properties and shall modify the drilling fluid mix as appropriate for the soil conditions encountered. Contractor shall continually monitor and record any necessary drilling fluid properties such as viscosity as determined by a marsh funnel standard test method (ASTM D6910). The drill fluid pumping system shall be capable of delivering drilling fluid at a sufficient output rate and at minimum pressures as necessary to enable successful completion of the bore. Furnish pumping equipment and/or vacuum truck(s) of sufficient size to convey drilling fluid from containment areas, to storage and recycling facilities or disposal.

- D. **Directional Drilling Operation:** Prior to drilling the pilot hole, "walk" the bore path with the locating system, as per the manufacturer's specifications, attempting to identify any areas of potential interference and record the results of such inspections. Verify that all known utilities have been located and there is no conflict with the proposed work. Ensure all utilities that run parallel within 2' of the proposed work are exposed at intervals sufficient to determine there will be no conflict with the proposed work. Comply with surface survey requirements.

Determine the depth of the drill head every 10' or every rod length, whichever distance is greater. Record location information for the entirety of the bore, either manually in a driller's log or automatically via the locating system. Make all recorded readings, and plan and profile information available at all times. Do not allow the deflection radius of the drill pipe exceed the deflection limits of the product pipe at any time throughout the crossing. Use white paint and mark the depth of the pilot bore on the ground at an interval not exceeding 10'.

Stabilize the open bore hole by means of bentonite drilling slurry pumped through the drill rod and through openings in the drill head or reamer. The drilling slurry shall be in a homogenous/flowable state serving as an agent to carry the loose cuttings to the surface through the annulus of the borehole. Calculate the volume of drilling fluid required for each reamer pass based upon hole size and soil conditions. The driller shall not be permitted to "outrun his mud" which is the condition occurring when the drilling penetration or retrieval rate is generating cuttings at a rate faster than the drill fluid pumping system can suspend and convey the cuttings out of the bore hole.

Contain all drilling fluids in pits or holding tanks for recycling or disposal. Monitor drill fluid circulation throughout the duration of the bore activity and immediately take corrective actions to restore fluid circulation should circulation be lost.

Upon completion of the pilot bore, ream the bore hole up to a large enough diameter to accommodate the pullback of the product pipe. The final reamed hole opening shall be 1.5 times the outside diameter of the product pipe for pipe lines 24" or less, or no larger than 12" plus the outside diameter of the product pipe for pipe lines greater than 24".

Maintain a one foot (1') minimum separation between the outside of the pilot bore hole and the outside of the utility when no reaming is required to install the product pipe.

When the pilot bore hole is to be reamed, maintain a minimum separation between the outside of the pilot bore hole and the outside of existing utility equal to one foot greater than the largest required reamer diameter.

Minimum separation between the bore and any existing underground utility shall conform to Table 02230-3.

TABLE 02230-3	
MINIMUM SEPARATION FROM EXISTING UNDERGROUND UTILITIES	
Minimum Separation	Type of Underground Utility
2' vertical	Outside of bore to outside of wet utility (wastewater, storm, flood irrigation, water, etc.)
1' vertical	Outside of bore to outside of dry utility
6' horizontal	Running line to outside of wet utility

- E. Handling Product Pipe: Care shall be taken during transportation of the product pipe to prevent it from being cut, kinked, or damaged. Use ropes, fabrics, or rubber protected slings and straps when handling pipes. Do not use chains, cables, or hooks inserted into the pipe ends. Use slings spread apart for lifting each length of pipe. Do not drop pipe or fittings onto rocky or unprepared ground.

Store pipe on level ground that is free of sharp objects that could damage the pipe. Limit the stacking of pipes to a height that will not cause excessive deformation of the bottom layers of pipe under anticipated temperature conditions. Where necessary due to ground conditions store the pipe on wooden sleepers, spaced suitably and of such width as not to allow deformation of the pipe at the point of contact with the sleeper or between supports.

Handle assembled pipe in a manner that avoids damage to the pipe. The pipe is not to be dragged over sharp objects. Position slings to prevent stress on pipe joints. Product pipe that has cuts, gouges, or excessive deformation shall be removed and replaced.

PART 4 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

4.01 METHOD OF MEASUREMENT

A. PRODUCT PIPE

Measurement of product pipe installed by HDD shall be by the lineal foot of pipe installed. Measurement shall be along the centerline of the product pipe, through

all valves, fittings and manholes, from centerline to centerline of valves, fittings or structures or to the end of pipe.

4.02 BASIS OF PAYMENT

A. PRODUCT PIPE

Payment will be made at the contract unit price for each type and size of product pipe installed and accepted. Payment shall be compensation in full for the product pipe and furnishing all labor, material, tracer wire, tools, and equipment required for the horizontal directional drilled installation of product pipe, complete in place, including all related excavation, shoring and bracing, backfill, and compaction. When specified payment shall also include, testing, disinfecting, restoration, and connections to existing lines or works.

END OF SECTION

Add the following new section in its entirety:

SECTION 02235 – TRENCHLESS OR OPEN CUT INSTALLATION OF STEEL CASING

PART 1 GENERAL

1.01 SUMMARY

This section covers requirements for installation of steel casing by a) Trenchless operation; using horizontal earth auger boring, hand tunneling or pipe ramming, or b) Open Cut operation; using trenching, placement and backfill for the protection of underground utilities.

1.02 RELATED WORK

- A. Section 02230, Horizontal Directional Drilling
- B. Section 02665, Water Distribution and Transmission Systems
- C. Section 02700, Sanitary Sewer Systems
- D. Section 02731, Pressure Sewer Lines and Force mains

1.03 QUALITY ASSURANCE

All installations shall be in accordance with the approved HDD Consortium's "Horizontal Directional Drilling Good Practices Guideline, Third Edition" and updates thereof.

1.04 SUBMITTAL

Submittal requirements are:

- A. Detailed shop drawings of the bore pit and receiving pit shoring, bulkheads, carrier pipe installation method,
- B. and welder certifications.

Copies of all documents shall be maintained at the construction site and be available for inspection.

PART 2 PRODUCTS

2.01 MATERIALS

- A. PIPE
 - 1. Steel casing shall conform to ASTM A283 Grade C, ASTM A252 Gr.2, ASTM A53, ASTM A139, (American Petroleum Institute "API" Specification) API 5L Gr B, API 5L X42 or API 5L X52. Welding shall use matching filler metal requirements as listed in AWS D1.1 Table 3.1. Shop and field joints shall be welded in accordance with AWS D1.1/D1.1M. Welding shall be performed by AWS D1.1 qualified personnel.
 - 2. Steel Casing Wall Thickness: The minimum wall thickness for steel casings shall be in accordance with Table 02235-1.

Table 02235-1	
Casing Diameter (inches)	Minimum Wall Thickness (inches)
8	.322
10	.365
12, 16, 18, 20, 24, 30 and 36	.375
42, 48	.500
54, 60	.625
66, 72, 78	.750
84 and up	1.00

3. Steel Casing Diameter for Trenchless Installations: The steel casing for pressurized carrier pipes shall be a minimum of 12-inches larger than the largest outside dimension of the carrier line, (including pipe bells and flanges) or the size indicated on the plans, whichever is greater.

Unless otherwise directed by the Contracting Agency or by special design, the steel casing for gravity carrier pipes shall be a minimum of 18-inches larger than the largest outside dimension of the carrier line, (including pipe bells and flanges) or the size indicated on the plans, whichever is greater.

4. Steel Casing Diameter for Open Cut Installations: The steel casing for pressurized carrier pipes shall be a minimum of 6-inches larger than the largest outside dimension of the carrier line, (including pipe bells and flanges) or the size indicated on the plans, whichever is greater.

The steel casing for gravity carrier pipes shall be a minimum of 12-inches larger than the largest outside dimension of the carrier line, (including pipe bells and flanges) or the size indicated on the plans, whichever is greater.

B. CASING SPACERS:

1. Spacers consisting of stainless-steel bands surrounding a PVC liner with polymer plastic risers shall be utilized inside the casing to center the carrier pipe. The bolts, nuts, and washers shall be T-304 Stainless Steel. The casing spacer shall not require special tools to install.

C. END SEALS:

1. End seals shall be pull-on or wrap-around flexible style and made of 1/8" thick synthetic rubber. End seals shall be secured with T-304 stainless steel banding straps.

PART 3 EXECUTION

3.01 CONSTRUCTION

A. DEWATERING:

Any water encountered during the operation shall be disposed of by the Contractor in a manner that will not damage public or private property or create a nuisance or health problem. The cost of furnishing pumps, pipes, and equipment for dewatering shall be considered incidental to the work and no additional payment shall be made.

B. CARRIER PIPE PLACEMENT:

The tolerances allowed for the alignment and grade of carrier pipe shall comply with requirements of the applicable section of specification for the carrier pipe. The Contractor shall be responsible to obtain the required line and grade for the carrier pipe, the carrier pipe shall not contact or rest on the casing.

Pressurized carrier pipes, (i.e. water, gas, force main) shall be placed using casing spacers. Casing spacers shall be installed 3 per joint minimum with 8-foot maximum spacing. The annular space between the casing and carrier line shall be left empty unless otherwise directed. When the annular space is to be filled, 3/8-inch pea gravel shall be used.

Gravity carrier pipes (i.e. sewer, storm drain, irrigation) shall be placed using grade casing spacers. The annular space between the casing and carrier line shall be left empty unless otherwise directed. When the annular space is to be filled, 3/8-inch pea gravel shall be used.

Alternative casing end closures may be substituted for flexible pull-on or wrap around end seals. Bulkheads consisting of brick and mortar or concrete may be constructed on the ends of the casing if approved by the engineer; bulkheads shall be a minimum of 8-inches thick.

PVC conduits for dry utilities, (i.e. communications, fiber, electric) shall be placed using non-metallic PVC casing spacers.

After completing the carrier pipe installation, the Contractor shall remove all loose and disturbed material in the bore pits and backfill the pits in accordance with Section 02225.

PART 4 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

4.01 METHOD OF MEASUREMENT

A. ENCASEMENT PIPE

Measurement of encasement pipe shall be by the lineal foot of pipe installed. Measurement shall be along the centerline of the encasement pipe, to the end of pipe.

4.02 BASIS OF PAYMENT

A. ENCASEMENT PIPE

Payment will be made at the contract unit price for each type and size of encasement pipe installed and accepted. Payment shall be compensation in full for the encasement pipe and furnishing all labor, material, tools, and equipment required for the installation of encasement pipe, complete in place, including all related excavation, shoring and bracing, welding, casing spacers, annular space fill

material (when required), end seals, backfill, and compaction. When specified payment shall also include, testing, restoration, and connections to existing lines or works. Payment for encasement pipe does not include payment for the carrier pipe. A separate payment will be made for the carrier pipe and any required testing of the carrier pipe.

END OF SECTION

WYPWSS SECTION 02273 – RIPRAP

2.01; ADD the following paragraph:

- G. Geotextile placed under the riprap shall be a non-woven needle punched geotextile meeting the following requirements, unless specified otherwise on the plans or in the Special Provisions:

Non-woven Geotextile Filter Fabric Minimum Average Roll Values			
Property	Test Method	MARV*	Units
Mass Per Unit Area	ASTM D5261	8	oz./yd ²
Tensile Strength	ASTM D4632 Grab Test	200 min.	lbs.
Puncture Strength	ASTM D4833	80 min.	lbs.
Elongation at Failure	ASTM D4632	≥50	%
Ultraviolet Light (% residual tensile strength)	ASTM D4355 150-hr exposure	70 min.	%
Permittivity	ASTM D4491	1.0 min.	sec-1
Flow Rate	ASTM D4491	100 min.	gal/min/ft ²
Apparent Opening Size	ASTM D4751	#70 max.	U.S. Sieve Size

*MARV = Minimum Average Roll Values

3.02.A; REPLACE the first sentence of the paragraph with the following:

When called for on the Plans or Special Provisions, a layer of geotextile shall be placed on the slope immediately prior to the placement of the riprap stone.

3.02.B; DELETE this paragraph.

3.02.D; REPLACE with the following:

1. Unless noted otherwise in the Special Provisions, prior to placement of the riprap, a non-woven geotextile (engineered fabric in accordance with 2.01 Materials Paragraph G) shall be installed on the slope to prevent piping. Rock riprap shall then be placed on the geotextile in such a way to ensure it is not punctured during placement. Prior to the placement of the geotextile, the ground surface shall be graded smooth. No rocks, lumps of dirt, or other material, which may damage the geotextile, shall remain. Rock riprap or geotextile shall not be placed until the subgrade preparation is completed and the subgrade surface has been inspected and approved. Geotextile shall be laid smooth without folds or wrinkles. Adjacent rolls shall be overlapped a minimum of 24-inches.
2. The primary stone as identified in Section 02190, shall be mechanically placed to the depth and area as shown on the drawings and adjusted to maximize the interlocking between the stones. Adjustments shall be made by equipment similar to an excavator with a thumb attachment.

WYPWSS SECTION 02512 – PLANT MIX PAVEMENTS

1.01; ADD the following:

- C. Plant mix pavements shall be constructed in accordance with engineering plans prepared under the direction of a professional engineer and approved by the City Engineer. Plans shall conform with the City of Lander minimum design standards.

2.01.A; ADD the following paragraph:

4. For full-depth new construction, PG 64-28 binder shall be required unless otherwise specified in the contract. For construction of overlays over existing asphaltic concrete pavement, the binder shall be the Contractor's option of PG 64-22 or PG 64-28 unless otherwise specified in the Special Provisions. Performance-Graded binders with higher upper specification temperatures, decreased lower specification temperatures, or both, may be substituted upon written notice to the City or their designated representative. The bituminous material shall meet the applicable requirements of Section 2545, Bituminous Materials.

2.01.C.1.b; REPLACE with the following:

HYDRATED LIME - When necessary to meet the tensile strength ratio requirements herein, or when specified in the contract, hydrated lime analyzed in accordance with ASTM C25 and conforming to the following requirements shall be used. Provide a Certificate of Compliance for every delivery of hydrated lime used wholly or in part in the project.

Chemical Composition for Hydrated Lime

Component	Percent (Non-volatile Basis)
Calcium Oxide ((CaO)	7.0, max.
Active Lime Content, Calcium Hydroxide (CaOH ₂) + Calcium Oxide (CaO)	90.0, min.
Carbon Dioxide (CO ₂)	2.5, max.
Magnesium Oxide (MgO)	2.5, max.
Combined Iron and Aluminum Oxides (Fe ₂ O ₃ and Al ₂ O ₃)	1.5, max.
Silica (SiO ₂) and Insoluble Matter	3.0, max.
Free Water Content	3.0, max.

2.01.D; REPLACE with the following:

1. The asphaltic pavement shall be hot mixed at a central plant. It shall consist of mineral aggregates and hydrated lime if required, uniformly mixed with bituminous material and laid upon the prepared base to the finished thickness shown on the typical cross-section on the plans or as directed by the Engineer.
2. The contractor shall submit for the engineer's approval a job-mix formula for each mixture to be supplied for the project. The job-mix formula with the allowable tolerances shall be within the master range specified. The job-mix formula for each mixture shall establish a single percentage of aggregate passing each required sieve size and a single mixing temperature.
 - a. Asphaltic Pavement Mixture Design Criteria. The proposed mixture may be designed using either the Marshall or Superpave method in accordance with the criteria listed below. Should a change in sources of material be made, a new job-mix formula shall be established before the new material is used.

Property	Marshall	Superpave
Number of blows	50	-
Marshall Stability (lbs (N)) – minimum	1500 (6700)	1500 (6700) ¹
Marshall Flow (0.01 in (0.25 mm))	8-16 (8-16)	8-16 (8-16) ¹
Number of gyrations	-	50
Air Voids – mix design target (%)	4.0	4.0
Air Voids – production target (%) ²	3.0	3.0
Air Voids – at N _{initial} = 6 gyrations - minimum (%)	-	8.0
Air Voids – at N _{max} = 75 gyrations - minimum (%)	-	2.0
Tensile Strength Ratio (TSR-ASTM D1075) – min ²	75	75
Voids Filled with Asphalt Binder	65-78	65-78

¹ - Marshall Stability and Flow shall be determined for Superpave mixes. Either gyratory or Marshall compaction may be used to compact the Marshall Stability specimens.

² - Production air void target for 3/8" nominal maximum aggregate size (NMAS) mixes shall be 4.0 percent.

³ - if an antistripping agent is used, the agent and rate of application shall be noted in the mix design.

Percent Voids in Mineral Aggregate (VMA)

Nominal Maximum Aggregate Size and Range of Required VMA		
3/4" (19 mm)	1/2" (12.5 mm)	3/8" (9.5 mm)
13.0-16.0	14.0-17.0	15.0-18.0

- b. Uniformity. The plant shall be so designed and operated as to produce a job mixture whose permissible variance from the mix design shall be as follows:

Amount passing on the No. 4 sieve and larger	+/- 7%
Amount passing on the No. 8 to No. 100 sieves	+/- 5%
Amount passing on the No. 200 sieve	+/- 2.0%
Asphalt Cement	+/- 0.5%
Laboratory air void content	+/- 1.5%

2.01; ADD the following paragraphs:

E. RECLAIMED ASPHALT PAVEMENT (RAP)

1. Unless otherwise specified, RAP in an amount not to exceed 10% by weight of dry aggregate may be used. RAP shall be crushed and screened such that 100% of the RAP used passes a 2" (50 mm) sieve and the combined grading including the aggregates extracted from the RAP meets the requirements herein. The RAP shall be stockpiled separately. The source of RAP shall be identified in the mix design submittal and shall not be changed without written authorization from the City or their designated representative. Mix designs including RAP shall note the amount of virgin binder to be added. *The addition of RAP in excess of 10% shall constitute sufficient grounds for removal and replacement of all asphalt concrete placed on the project and prohibition of the use of RAP for the remainder of the project.*

F. WARM MIX ASPHALT (WMA)

1. The use of Warm Mix Asphalt technology is allowed, subject to the submittal requirements herein. When warm mix additives are proposed, provide the following information in addition to the mix design information at least two (2) weeks prior to start of paving:

- a. WMA technology and/or WMA additives information;
 - b. WMA technology manufacturer's established recommendations for usage;
 - c. WMA technology manufacturer's established target rate for water and additives and the acceptable variation for production; and
 - d. WMA technology material safety data sheets (MSDS) or safety data sheets (SDS).
2. For mixtures to be produced with plant foaming equipment, provide the equipment manufacturer and model, the manufacturer's recommendations for rate of water addition and recommended operation parameters, and calibration information. For all WMA technology, provide:
- a. Temperature range for field mixing;
 - b. Temperature range for field compacting;
 - c. Allowable ambient temperatures; and
 - d. Any necessary adjustments to curing or aging times for QC/QA testing.
3. Use equipment and WMA technologies capable of producing an asphalt mixture to meet the requirements specified herein and in the Special Provisions that is workable at the proposed mixing and compaction temperatures. The use of WMA technology in no way relieves the Contractor of the responsibility for meeting all other requirements.

3.01.A; ADD the following:

- 3. Prior to placement of plant mix pavement upon existing asphalt concrete, including new plant mix pavements, place a tack coat in conformance with Section 02551, TACK COAT, of these specifications.
- 4. In order to obtain a good bond between existing and new asphalt pavements, all areas where the existing pavement is cut for the installation of an appurtenance or structure the Contractor shall saw cut, cold mill, or otherwise remove to a neat line the full depth of the existing asphalt pavement a minimum of twelve inches (12") (300mm) beyond the excavation. This entire edge shall be thoroughly cleaned and properly coated with bituminous tack coat prior to the installation of the new asphalt pavement.
- 5. Prior to the placing of any hard surfacing material upon the subgrade/subbase/base, such subgrade/subbase/base shall pass density tests based on nuclear densometer or proof rolling, as determined by these specifications. Notice of proof rolling shall be provided to the Engineer sufficiently in advance of the operation to allow the Engineer to observe the proof rolling. The proof rolling shall be done by a pneumatic-tired roller with tires having a ground contact pressure of 85-90 psi. (585-621 kPa) or a fully-loaded 4,000-gallon, three-axle water truck. The entire area upon which hard surfacing is to be placed must be rolled. When an unstable area is identified, such area shall be brought to satisfactory stability by additional compaction, reworking, or removal of unsuitable material and replacement with acceptable material. Such area shall show acceptable density test(s) or pass additional proof rolling after improvements are complete. If paving operations have not begun within twenty-four (24) hours after approval, a repeat of the proof rolling may be required.

3.01.E; ADD the following:

- 4. For verification of weights or proportions, including RAP content, and character of materials, and determination of temperatures used in the preparation of mixture, the City or their designated representative(s), shall have access at any time to all parts of the paving plant and shall, upon

request, receive copies of production records including the proportions and/or quantities of materials used.

5. Mixing temperatures for bituminous mixes shall be determined by the submitted and approved mix design and recommendations of the binder supplier.

3.01.F.1; ADD the following to the end of the paragraph:

Scales shall be checked as often as deemed necessary to assure their continued accuracy. The contractor shall have on hand not less than ten (10) 50-pound weights for checking of the scales.

3.01.F.9.a; ADD the following to the end of the paragraph:

The plant shall also be equipped with such additional means to monitor and control the temperature of the mixture as it is discharged from the mixer.

3.01.F.10; REPLACE with the following:

Dust Collector - The plant shall be equipped with a dust collector constructed to return uniformly all or any part of the material collected as necessary to comply with the job mix formula and the requirements herein.

3.01.F; ADD the following paragraph:

12. Calibration – Maintain records of all calibrations of plant equipment performed within the last calendar year and provide them to the City or their designated representative upon request. The City or their designated representative reserves the right to observe plant calibration and operation.

3.01.H.1; ADD the following paragraph:

- d. The bins shall be equipped with feeder belt speed and no-flow indicators.

3.02.C; REPLACE the table with the following:

Temperature Limitations		
Compacted Thickness (Nominal)	Atmospheric Temperature (Minimum)	Surface Temperature (Minimum)
Less than 1"	60° F	60° F
1" to and including 2"	40° F	50° F
More than 2"	35° F	45° F

3.02.E.1; REPLACE the first two sentences with the following:

Trucks used for hauling bituminous mixtures shall have tight, clean, smooth, metal beds previously cleaned of all foreign materials. The inside surface must be lightly lubricated with an asphalt (load-bed) release agent from the WYDOT Materials Acceptance – Manufactured Products Qualified Products list just before loading, but excessive release agent will not be permitted.

3.02.F.1; ADD the following to the end of the paragraph:

Bituminous pavers shall be mechanical self-powered pavers, capable of spreading the mixture true to the line, grade, and crown shown on plans.

3.02.F.4; REPLACE with the following:

The placing of the mixture shall be as continuous as possible.

3.02.I.1; REPLACE with the following:

Immediately after the bituminous mixture has been spread and struck off and the surface irregularities adjusted, it shall be thoroughly and uniformly compacted by rolling. Rolling shall be continued while the mixture is in a workable condition until all roller marks are eliminated. Plant mix pavements in excess of one inch (1") nominal or planned thickness shall be compacted to a minimum of 93% of the theoretical maximum (Rice) specific gravity, unless noted otherwise on the plans or Special Provisions. Plant mix pavements of one inch (1") or less nominal or planned thickness shall be compacted as specified herein but shall not be subject to a density requirement. Samples will be taken in accordance with AASHTO T 230, or density will be determined by the use of a properly calibrated Nuclear Density Gauge.

3.02.I.2; ADD the following:

- a. For plant mix pavements in excess of one inch (1") nominal or planned thickness, final rolling and density of the bituminous surface, subsurface, or leveling courses must be obtained prior to the mixture reaching a minimum temperature of 180° F.
- b. For plant mix pavements of one inch (1") or less nominal or planned thickness, the paver must be followed by at least one of each of the following three types of rollers completing at least the minimum coverages and passes described below:
 1. Three complete coverages with a vibratory roller specifically designed to compact HMA. The roller must be capable of at least 2,500 vibrations per minute and must be equipped with amplitude and frequency controls. The roller's gross static weight must be at least 7.5 tons. The speed of the vibratory roller in miles per hour must not exceed the vibrations per minute divided by 1,000. If the application of vibratory rolling results in damage to the surface or aggregate, the roller may be used in static mode. The first coverage of breakdown compaction must be completed before the surface temperature drops below 250° F and breakdown rolling must be completed before the surface temperature drops below 190° F.
 2. Three complete coverages with an intermediate pneumatic-tired roller at least 4 feet wide at a speed not to exceed five mph. Pneumatic tires must be of equal size, diameter, type, and ply. The tires must be inflated to 60 psi minimum and maintained so that the air pressure does not vary more than 5 psi. Pneumatic-tired rollers shall be equipped with covers or skirting to maintain tire temperature. Intermediate rolling must be completed before the surface temperature drops below 190° F.
 3. One complete coverage with a steel-tired, 2-axle tandem roller. The roller's gross static weight must be at least 7.5 tons. Finish rolling must be completed before the surface temperature drops below 150° F.

4. If warm mix asphalt (WMA) technology is employed, the following temperature limitations may be used, unless otherwise recommended by the WMA supplier:
 - i. The first coverage of breakdown compaction must be completed before the surface temperature drops below 230° F and breakdown rolling must be completed before the surface temperature drops below 170° F.
 - ii. Intermediate rolling must be completed before the surface temperature drops below 170° F.
 - iii. Finish rolling must be completed before the surface temperature drops below 130° F.
5. Each roller must have a separate operator. Rollers must be self-propelled and reversible.

3.02.I.6; ADD the following to the end of the paragraph:

Asphalt (load-bed) release agents from the WYDOT Materials Acceptance – Manufactured Products Qualified Products list may also be used.

3.02.J; ADD the following paragraphs:

2. Longitudinal joints against both hot and cold material shall be made with equal care. Mixtures spread and compacted (or partially compacted) by the machine shall not be disturbed by a rake in dressing the joint, unless one side is too high, nor shall surplus mixture be spread or scattered back of the machine when not needed to build up low spots. When spreading next to a warm or cold edge of a previously laid section of surfacing, the machine shall be adjusted to leave a "bead" of material, roughly one inch (1") (25mm) by one inch (1") (25mm), which shall be rolled in to compensate for uneven density at the joint. If one side of the joint is cold, the "bead" shall be moved back of the rake to the warm side of the joint but otherwise the machine-laid mixture shall not be disturbed.
3. In making the joint along any adjoining edge such as curb, gutter, or an adjoining pavement, and after the hot mixture is placed by the finishing machine, just enough of the hot material shall be carried back to fill any space left open and provide a small "bead" of extra material. This joint shall be properly "set-up" with the back of the rake at proper height and bevel to receive the maximum compression under rolling. The work of "setting-up" this joint shall always be performed by competent workmen, who are capable of making a correct, clean, and neat joint.

3.04; REPLACE with the following:

- A. The surface shall be smooth and true to the established crown and grade. With the exception of leveling courses, it shall have the average thickness specified and shall at no point be more than one-fourth inch (1/4")(6.25mm) less than the thickness shown on the typical cross-sections on the plans. Any low or defective places shall immediately be remedied to the satisfaction of the City or their designated representative by overlay or cutting out the course at such spots and replacing it with fresh, hot mixture which shall be immediately compacted to conform to the surrounding areas and shall be thoroughly bonded to it. The surface of the finished pavement shall be free from depressions exceeding one-fourth inch (1/4")(6.25mm) as measured with a ten foot (10') (3m) straight edge in any direction, and shall be free of puddles, "bird baths," or areas that do not drain.
- B. Areas that meet the thickness requirements but fail the smoothness requirements shall be

corrected to the satisfaction of the City or their designated representative by overlay, removal and replacement, or diamond grinding. The grinder, if used, shall be a power-driven, self-propelled machine with a minimum 3-foot (1 m) wide cutting head and effective wheelbase of not less than 12 feet (3.5 m). The grinding equipment shall not cause excessive raveling, aggregate fracturing, or spalling. Bush hammers or other impact devices will not be allowed. Areas corrected by diamond grinding shall be extended such that the completed correction appears workmanlike, neat, and is approximately rectilinear. Tack coat shall be applied to all areas that have been diamond ground.

- C. Areas that fail to meet the thickness requirements shall be corrected by removal and replacement, overlay, reduced compensation, or through other remedy acceptable to the City or their designated representative. Upon approval of the City or their designated representative, additional coring may be performed to assess the severity and extent of any thickness deficiency. Additional coring shall be at the expense of the Contractor.
- D. Unless the nominal or planned thickness is one inch (1") or less, at no point shall the density be less than 93% of the theoretical maximum (Rice) specific gravity. Longitudinal joints shall be at least 91% of the theoretical maximum (Rice) specific gravity, measured within six (6) inches of the joint. Plant mix pavements one inch or less nominal or planned thickness are not subject to density requirements.

Part 3; ADD the following section:

3.05 CONSTRUCTION SAMPLING AND TESTING

- A. All testing and sampling shall be done in accordance with the latest ASTM methods unless otherwise specified. Test results shall be forwarded immediately by the testing lab or Contractor to the Engineer. The following tests shall be required during construction:
 - 1. Asphalt Content and Gradation. One asphalt content and gradation test shall be made per each five hundred tons (500 t) (454 metric t) or portion thereof of asphaltic mixture placed per day. These tests shall be performed on samples taken prior to screeding. The percentage of asphalt content may be determined by Ignition Oven or by Extraction Method (ASTM D 2172, D 6307, or AASHTO T164).
 - 2. Mixture Properties: A complete test series, as described below, shall be performed for each five hundred tons (500 t) (454 metric t), or portion thereof.
 - a. Marshall Mix Design: Laboratory-compacted bulk specific gravity (Gmb), theoretical maximum (Rice) specific gravity (Gmm), air voids, voids in mineral aggregate, voids filled with asphalt, Marshall stability, Marshall flow.
 - b. Superpave Mix Design: Laboratory-compacted bulk specific gravity (Gmb), theoretical maximum (Rice) specific gravity (Gmm), air voids, voids in mineral aggregate, voids filled with asphalt.
 - c. Density Tests: At least three (3) mat and three (3) longitudinal joint density tests for each five hundred tons (500 t) (454 metric t) or portion thereof shall be performed. Density testing will be based on cores unless the City or their designated representative authorizes the use of nuclear density gauges correlated with cores. The theoretical maximum (Rice) specific gravity values

for each lot shall be used for computation of density of the same lot. Plant mix pavements one inch or less nominal or planned thickness are not subject to density requirements.

3. Preconstruction Test and Sampling: All sampling and testing of materials shall be done in accordance with the latest ASTM methods unless otherwise specified. The Contractor shall:
 - a. Submit suitable samples of all materials including asphalt cement to an Engineer-approved AASHTO-accredited materials testing laboratory for mixture design, and to determine compliance of materials to these specifications, with results provided to the City or their designated representative at least two (2) weeks prior to paving;
 - b. Or shall submit certification that the materials to be used are in conformance with these specifications and that the mixture design for use with these materials is approved and on file with the City Engineer. The Engineer reserves the right to require confirmation testing, provided by the Contractor, of material properties for mix designs more than one year old.
4. The Contractor shall be responsible for all tests and sampling, mixture property testing, and all asphalt content and gradation testing. The Contractor shall select and pay for an AASHTO-accredited testing firm, acceptable to the Engineer. If the initial test fails to meet minimum requirements, the Contractor shall pay for any and all additional tests until the requirements herein are met.
5. The City reserves the right to perform such additional testing, using an AASHTO-accredited laboratory, deemed necessary to verify the testing provided by the Contractor. In case of dispute, the City's results shall govern.

3.06 WARRANTY OF WORK

- A. The contractor shall warrant all work to be free of defects in workmanship or materials for a period of one year from the date of final acceptance of all work performed. The determination of the necessity during the warranty period for the contractor to repair or replace the work in whole or in part shall rest entirely with the City Engineer.
- B. After completion of the asphalt and concrete work and prior to the end of the specified one-year warranty period, the City or their designated representative will inspect all asphalt and concrete areas installed on this project. At the time of the inspection, all areas of asphalt where there exists a one quarter inch (1/4") (6 mm) separation between the new asphalt and the existing asphalt or the new asphalt and the new concrete, the Contractor will be required to crack seal these locations following City specifications. The sealant shall conform to ASSHTO M 301 or modified ASTM D 3405. Any pavement found to have settled more than one-quarter inch (1/4") (6mm) shall be repaired in a manner acceptable to the City or their designated representative.

ADD the following new section in its entirety:

SECTION 02515 – COLD MILLING

PART 1 GENERAL

1.01 SUMMARY

- A. This work includes complete or partial removal of existing plant mix bituminous pavement by cold milling.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Unless otherwise specified in the Special Provisions, all material removed by cold milling shall become the property of the City and shall be hauled to and stockpiled at one or more locations specified by the City.

PART 3 EXECUTION

3.01 EQUIPMENT

- A. Provide a machine equipped to perform the following:
 1. Remove a strip of material at least 6 ft (1.8 m) wide and 2 in (50 mm) thick during a single pass.
 2. Prevent the escape of dust from the operation into the atmosphere.
 3. Establish a profile grade by referencing from either the existing pavement or from an independent grade control, with a positive means of controlling cross slope elevations.
 4. Unless otherwise approved by the Engineer, ensure the machine is equipped with a 25-foot (7.6 m) mobile reference (ski).
- B. Other equipment providing the same or better results may be used with the approval of the Engineer. The above-noted requirements do not apply to cold milling associated with plant mix bituminous pavement patching unless the patch exceeds 6 feet (1.8 m) in width and 50 feet (15.2 m) in length.

3.02 MILLING

- A. Remove the plant mix to the grade and width and at the locations specified.
- B. When cold milling using a ski, milling depths will vary across the roadway's length, width, or both.
- C. Work may include transition milling into structures, into project tie-ins, at box culverts, and at the beginning and end of project transitions.
- D. Conduct milling operations parallel to the travel lanes, unless otherwise approved by

the engineer.

- E. Correct vertical differences greater than 3/8 in (10 mm) between adjacent peaks and valleys of the milled surface. Correct surface irregularities resulting from milling activities using cold milling or other operations, at no additional cost to the department.
- F. Stockpile removed material not designated for recycling or incorporation into reused base or surfacing at a specified site. Place the material without operating equipment on the stockpiles.

PART 4 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

4.01 METHOD OF MEASUREMENT

- A. Cold milling will be measured on the square yards of asphalt milled based on the type and depth of milling as determined on the plans or Special Provisions.

4.02 BASIS OF PAYMENT

- A. Cold milling will be paid based on the square yards of asphalt milled as measured by the Engineer in the field and shall constitute full compensation for milling, loading, and hauling the millings, stockpiling millings, providing all necessary equipment, and all other tools and labor necessary to complete the work.

END OF SECTION

WYPWSS SECTION 02545 – BITUMINOUS MATERIALS**2.03.A; REPLACE with the following:**

Liquid cut-back asphalts shall conform to the requirements of Section 804.2, Liquid Cut-Back Asphalt, of the current version of the Wyoming Department of Transportation Standard Specifications for Road and Bridge Construction, including any current supplementary specifications and amendments issued prior to the date of advertisement.

2.04; REPLACE with the following:

- A. Unless shown in the table below, emulsified asphalts shall conform to the requirements of Section 804.3, Emulsified Asphalt, of the current version of the Wyoming Department of Transportation Standard Specifications for Road and Bridge Construction, including any current supplementary specifications and amendments issued prior to the date of advertisement.

Applicable Requirements: Emulsified Asphalt

Property	Test Method	CHFRS-2P	Quickseal ¹
Viscosity at 122° F, sec.	AASHTO T59	100-400	-
Sieve, %	AASHTO T59	0.1 max.	0.3 max.
Settlement, 5 days, %	AASHTO T59	5 max.	-
Demulsibility, %	AASHTO T59	60 min.	25 min.
Storage stability test, 1 day, %	AASHTO T59	1 max.	-
Particle charge	AASHTO T59	Positive	Positive
Polymer content by mass		3% min.	-
Tests on residue by evaporation:			
% residue	AASHTO T59	65 min.	-
Oil distillate	AASHTO T59	0.2 max.	-
Penetration, 100 g, 5 sec. at 77° F, dmm	AASHTO T49	90-160	-
Ductility at 77° F, 5 cm/min cm	AASHTO T51	75 min.	-
Elastic recovery, %	AASHTO T301	55 min.	-
Softening point, °F	AASHTO T53	130 min.	-
Float value @ 140° F, sec	AASHTO T50	1800 min.	-
Viscosity @ 140° F, Poise	AASHTO T202	1300 min.	-
Solubility in Trichloroethylene, %	AASHTO T44	95 min.	-
Tests of residue by distillation at 500° F			
% residue	AASHTO T59	-	60 min.
Penetration at 77° F	AASHTO T49	-	30 min., 100 max.

¹ – Specifications for Quickseal concentrate prior to dilution. Dilution by supplier is required to ensure product consistency. Residual asphalt in diluted material 40% - 45%. Quickseal must be stable for use at 50% dilution rate.

- B. Bituminous material may be conditionally accepted at the source based on test reports furnished by the contractor for each 40 tons or 10,000 gallons loaded. The sample of each load of bituminous material is to be obtained at the time of conveyance loading and the Certificate of Compliance, together with this sample, shall be provided to the City or their authorized representative.
- C. Tank trucks delivering bituminous material to the project shall be equipped with a sampling cock on the discharge pipe.
- D. Bituminous material used on the project which do not meet the specification requirements for the type and grade specified may, at the direction of the Engineer, be rejected and the

Contractor required to remove and replace all material affected by the out-of-specification material at his expense.

Part 2; ADD the following paragraphs:

2.05 PERFORMANCE-GRADED ASPHALT BINDER (PGAB)

- A. PGAB shall meet the requirements of Section 804.1, Performance Graded Asphalt Binder, of the current version of the Wyoming Department of Transportation Standard Specifications for Road and Bridge Construction, including any current supplementary specifications and amendments issued prior to the date of advertisement. If the estimated quantity of PGAB is less than 100 tons of liquid PGAB, the source of PGAB does not have to be authorized. Submit a written certification verifying the PGAB meets all applicable requirements of AASHTO M320 and provide representative test report(s) for applicable properties in accordance with Subsection 804.1.1, Binder Properties, of the WYDOT Standard Specifications.

2.06 ANTI-STRIPPING AGENTS

- A. Unless otherwise noted in the contract documents or approved by the City or their authorized representative, anti-stripping agents for plant mix pavements will be limited to hydrated lime in accordance with the requirements of Section 820.3, Anti-Stripping Additive for Plant Mix Pavement, of the current version of the Wyoming Department of Transportation Standard Specifications for Road and Bridge Construction, including any current supplementary specifications and amendments issued prior to the date of advertisement.
- B. Any proposed alternate anti-stripping agents for plant mix pavement shall be accompanied by the results of tensile strength ratio testing demonstrating compliance with the requirements of Section 2512, Plant Mix Pavements.

3.02.C; REPLACE with the following:

The emulsified asphalt used for tack and fog seal may be diluted in the field at a rate not to exceed 50% emulsified asphalt and 50% additional water unless otherwise approved.

3.02.D; REPLACE with the following:

The water used for the dilution shall be free of sediment and other deleterious matter. Unless otherwise directed by the emulsion manufacturer, the dilution water and emulsion shall both be heated to approximately 100° F prior to mixing and this approximate temperature shall be maintained during the application. Dilution shall be made by introducing the water into the emulsified asphalt.

3.02; ADD the following paragraphs:

- G. Quantities of original emulsion and added water shall be reported to the City or their designated representative prior to placement of the diluted emulsion.
- H. Bituminous materials for the various types of application shall be handled, stored, and applied within the temperature ranges recommended by the manufacturer and in conformance with the requirements of these Specifications, whichever is more stringent.

Provide the City or their authorized representative with the manufacturer's recommended temperatures prior to placement of the bituminous material. Emulsified asphalts which have been allowed to cool below 40° F shall not be used.

WYPWSS SECTION 02551 – TACK COAT

2.01; ADD the following paragraph:

- C. At the option of the Contractor, tack coat materials may be a slow-setting emulsion, a rapid-setting emulsion, a quick-setting emulsion, or a Performance Graded asphalt cement with a high temperature grade equal or higher than the highest temperature grade required for the asphaltic concrete pavement. Emulsions shall conform to the requirements of AASHTO M 140, M 208, ASTM D 977, D 2397, WYDOT Standard Specification Table 804.3-1, or AASHTO M 320, as appropriate for the selected material.

3.01.A; ADD the following to the end of the paragraph:

The existing surface shall clean, dry, and free of all loose and foreign material. All existing surfaces are subject to approval by the City or their Representative before the tack coat is placed.

3.02.A.1; REPLACE with the following:

- A. The tack coat shall be placed by means of an approved pressure distributor. The distributor shall be in good mechanical condition and shall be capable of uniformly distributing the tack coat throughout a reasonable range of widths, pressures, temperatures, and application rates. Unless otherwise approved by the City, distributor equipment shall include a tachometer, pressure gauges, accurate volume measuring devices, and an accurate thermometer for reading temperatures of tank contents. Prior to placement the material shall be handled and heated in accordance with manufacturer's recommendations. Dilution of emulsions shall not exceed a one-to-one ratio of added water to original emulsion. The volumes or weights of original emulsion and any added water shall be reported to the City or their designated representative prior to application of the emulsion.

Tack Coat Residual Asphalt Application Rates¹

Nominal Compacted Lift Thickness	Cold milled surface	Non-cold-milled surface
Less than or equal to 1.5"	0.06-0.09 gal. / sq. yard	0.06-0.08 gal. / sq. yard
Greater than 1.5"	0.04-0.08 gal. / sq. yard	0.04-0.07 gal. / sq. yard

¹ – unless otherwise approved by the City or their representative.

3.02.A.3; ADD the following:

Unless otherwise specifically directed by the Engineer, no tack coat shall be placed when the ambient air is below 40° F. (4.4°C), or when, in the opinion of the Engineer, excessive wind or other atmospheric conditions will not permit satisfactory placement of the tack coat.

3.02.A; ADD the following paragraphs:

4. The tack coat shall be carefully and uniformly applied, particularly on all vertical surfaces against which asphaltic pavement is to be placed, including concrete gutters, manholes, drainage structures, curbs, and other structures. If excessive amounts of bituminous oil are sprayed on the curbs, sidewalks, and other structures, they shall be cleaned as directed by the Engineer at the expense of the Contractor. Excessive lapping of abutting applications

will not be permitted. Should excessive lapping occur, the tack coat in the lapped portion shall be removed and replaced as directed by the Engineer at the Contractor's expense.

5. All spots missed by the distributor or areas which are inaccessible to the distributor shall be hand sprayed. Particular attention shall be given to hand spraying operations to provide complete, uniform coverage approximating the required application rate and to avoid the application of excessive amounts of bituminous oil.
6. The tacked surface shall be allowed to cure before placing any asphaltic concrete. The tacked surface shall be maintained by the Contractor until the asphaltic concrete is placed. Any damaged areas shall be repaired as directed by the Engineer and at the Contractor's expense.
7. When the first course of asphaltic concrete is to be immediately covered by the second course of asphaltic concrete, the tack coat may not be required. When the first coat of asphaltic concrete is subjected to traffic, rain, blowing dust, and/or other unfavorable conditions, the tack coat shall be applied.

3.02; ADD the following:

C. TEST REPORTS

1. Certificates of compliance for the bituminous tack coat material shall be supplied by the Contractor and furnished to the City or their designated representative for each consignment of asphaltic material.

WYPWSS SECTION 02665 – WATER DISTRIBUTION AND TRANSMISSION SYSTEMS

2.01.A.7.a; REPLACE with the following paragraph:

Pipe used for encasement in trenchless or open cut for water line and sewer line crossings shall be steel pipe in accordance with Section 02235 with a minimum inside diameter of 1.25 times outside diameter of carrier pipe.

2.01.B; ADD the following paragraph:

3. All bolt packs for fittings, couplings, valves, hydrants, etc. shall be stainless steel, type 304 including nuts, bolts, studs, and washers.

2.01.D.3; REPLACE with the following:

Double disc gate valves shall not be used for underground installation.

2.01.L.1; REPLACE with the following:

Curb stops shall be bronze inverted key stops or ball-valves types. Curb stops shall be sized for the full diameter of the service line. Curb boxes shall be sized for the full depth of cover. Curb boxes shall include an arch pattern base to transmit loads into the ground beneath the curb valve. The boxes shall include the stationary rod to provide operation from within 18-inches of the surface.

*2.01; ADD the following:***N. CATHODIC PROTECTION**

1. All bolts used to field assemble water main components with mechanical joints shall have a sacrificial anode attached to the ends of the threads. The sacrificial anode shall be a large "Mars Cap" or Engineer-approved equal.

O. POLYETHYLENE CORROSION PROTECTION

1. Polywrap shall be of virgin polyethylene, not less than 8 mils in thickness, formed into tubes or sheets as may be required. Naturally pigmented material may be used where exposure to ultraviolet light will be less than 48 hours.

Otherwise, the material shall be pigmented with 2 to 2 1/2 percent of well dispersed carbon black with stabilizers.

The polywrap shall be secured as specified below with 2-inch wide pressure sensitive tape not less than 10 mils thick. This flexible tape shall consist of a polyethylene or polyvinyl chloride backing with a synthetic elastomeric adhesive film comprised of butyl rubber. Tape shall remain flexible over a wide range of temperatures, with tensile strength and elongation properties in conformance with ASTM D1000.

3.01.E.2; REVISE as follows:

All pipe, valves, and fittings shall be laid and maintained with a minimum of 6.0 feet of cover within the road ROW and 5.0 feet of cover in fields or unsurfaced areas or to the required lines and grades as shown on the plans with the fittings and valves at the required locations.

3.01.E; ADD the following paragraphs:

12. Twelve (12) gauge copper clad steel tracer wire insulated with high molecular weight polyethylene shall be installed to the top half of all water mains including fire lines and secured with industrial grade non-adhesive, waterproof tape at minimum ten (10) foot intervals to prevent movement during backfill.
 - a. The tracer wire shall be looped into a tracer wire test station located at each fire hydrant, as per the Standard Detail or as directed by the plans. Sufficient length of slack shall be provided to allow the tracer wire to reach 12 inches above finished grade.
 - b. All connections shall be kept to a minimum and shall be made with manufacturer approved connector.
 - c. Mainline tracer wire shall not be connected to existing conductive pipes. Treat as a mainline dead-end ground using an approved waterproof connector to a ground rod driven into virgin soil beneath and in line with the utility.
 - d. All service lateral tracer wire shall be a single wire, connected to the mainline tracer wire using a three-way mainline to service connector, install without cutting/splicing the mainline tracer wire.
 - e. The entire system shall be interconnected and shall be tested for continuity prior to placing sub-base material and final pavement.
 - f. At all mainline dead-ends, tracer wire shall go to ground using an approved connection to a drive-in magnesium ground rod. The ground rod shall be driven into virgin soil directly beneath and in line with the utility.

g. Tracer wire shall be the APWA color code for the appropriate utility

13. Detectable water line marking tape shall be installed over all water lines and water services. Detectable pipe marking tape shall be a minimum 4 mil thick, 3-inches wide, inert polyethylene plastic that is impervious to all known alkalis, acids, chemical reagents and solvents likely to be encountered in the soil. Marking tape shall be the APWA color code and utility legend printed with: "POTABLE WATER LINE".

Marking tape shall be buried 12" to 24" below the subgrade and over the center of the pipe. The backfill shall be sufficiently leveled so that the tape is installed on a flat surface. The tape shall be centered in the trench with printed side up.

14. Contractor shall lay the pipe so that the markings (size, SDR, Water Pipe, and Code Number) are facing up, and legible from the top of the trench.

3.01; ADD the following new section:

G. POLYETHYLENE CORROSION PROTECTION

1. General: All metallic valves and fittings including ductile, gray iron, steel, etc. shall be protected from corrosion by encasement in a polyethylene protective wrapping referred to hereafter as polywrap. Although not intended to be a completely air and watertight enclosure the polywrap shall provide a continuous barrier between the fittings and surrounding bedding and backfill.
2. Installation: Valves, tees, crosses, bends, and reducers shall be wrapped with flat sheets of the same material. The sheets shall be passed under valves and brought up around the body to the stem. Edges shall be brought together, folded twice, and secured with the adhesive tape. The polyethylene tubing shall be cut into lengths approximately 2 feet longer than the fittings.

3.03.A.2; REPLACE with the following:

Contractor shall furnish and install the service pipe from the main to the property line, or to where designated on the plans, with a curb stop and extension service box installed at the property line, unless designated otherwise on the plans.

3.03.A; ADD the following paragraph:

3. Tracer wire shall be installed on all water service lines from the main to the property line. Service lines installed greater than ¼ mile from the nearest tracer wire test station shall have a tracer wire test station installed at the property line. Service line installed within a ¼ mile of a tracer wire test station shall terminate with a magnesium ground rod driven into virgin soil beneath and in line with the service line at the property line.

All service line tracer wire shall be a single wire, connected to the mainline tracer wire using a three-way mainline-to-service connector, installed without cutting/splicing the mainline tracer wire.

3.05.C; ADD the following paragraph:

3. Only City of Lander Public Works personnel shall operate existing valves. The Public

Works personnel will close existing valves but will not guarantee a bone-dry shutdown.

3.05; ADD the following paragraph:

D. POLYETHYLENE PIPE JOINTS

1. All HDPE pipe will be joined by an approved butt fusion or electrofusion method according to the manufacturer's specifications.
2. Contractors' personnel employed to join HDPE shall be experienced and certified in accordance with 49 CFR 192.285 or shall have been certified as having training in the Manufacturer's recommended procedure.

3.06.A.3; REPLACE with the following:

Pipe insulation shall be installed where the waterline is installed with less than 5 feet of cover. If the depth of cover is less than 3.5 feet insulation board shall be 4-inches in thickness and extend a minimum of four feet on either side of the center of the pipe. If the depth of cover is between 3.5 and 5.0 feet, the insulation board shall extend a minimum of three feet either side of the center of pipe.

4.01.A.1; REPLACE with the following:

Payment for water main will be made at the contract unit price bid per lineal foot, measured horizontally, of various sizes called for, which price shall include trench excavation, dewatering, backfill, furnishing and installing pipe; all fused connections, furnishing and installing polywrap, furnishing and installing tracer wire; furnishing and installing marker tape; furnishing, placing, and compacting the bedding, placing and compacting backfill; cleaning, testing and disinfecting the water main and all other work necessary or incidental for completion of the item.

The measurement of the lineal feet of new water line shall be along the centerline of the pipe through fittings.

4.01.D.1; REPLACE with the following:

No measurement and payment will be made for thrust blocks and the cost of this work shall be included in the price bid for valves, fittings or other appurtenances.

4.01.E; REPLACE with the following:

E. WATER SERVICES

1. Water Service Connections shall be measured by numerical count of water services of the various sizes listed on the plans.
2. Water Service Lines shall be measured by the lineal feet of the various sizes listed on the plans.
3. No measurement and payment will be made for Trench Excavation and Backfill for water service lines and the cost of this work shall be included in the bid for service lines.

4.01; ADD the following paragraphs:

G. Tracer Wire Test Station

1. Measurement of the tracer wire test station shall be for each station installed in accordance with the plans or as directed by the Engineer.

4.02.D.1; REPLACE with the following:

No separate payment will be made under this section. Full compensation shall be considered as included in the prices paid for valves, fittings, or other appurtenances.

4.02.E; REPLACE with the following:

1. Payment for Water Service Connections will be made at the contract unit price bid each, which price shall include furnishing and installing the water service saddle, tapping the main, furnishing and installing all fittings, corporation stops, curb boxes, tapping saddles if required, prepping and connecting to an existing service line, backfill, pipe bedding, shoring, dewater, cleanup, and all other work necessary or incidental for completion of the item. Payment for this item shall be full compensation for providing all materials, tools, labor, and equipment necessary to complete the item and all incidental work related thereto, whether specifically mentioned herein or not.
2. Payment for Water Service Line will be made at the contract unit price bid lineal feet along the centerline of the pipe through fittings, which price shall include furnishing and installing the water service line from the connection at the main to the property boundary or where designated on the plans, all trench excavation, backfill, pipe bedding, shoring, dewater, cleanup, and all other work necessary or incidental for completion of the item. Payment for this item shall be full compensation for providing all materials, tools, labor, and equipment necessary to complete the item and all incidental work related thereto, whether specifically mentioned herein or not.

4.02; ADD the following paragraph:

G. Tracer Wire Test Station

1. Payment for Tracer Wire Test Station will be made at the contract unit price for each test station actually installed at each location shown on the plans or at the locations identified by the Engineer. The price shall include excavation, backfill, furnishing and installing all materials including test station, grounding rod, connections, and all other work necessary or incidentals for a complete and operating system as evidenced by a successful continuity test. The test station shall be considered complete pending the successful results of continuity test as witnessed by the Engineer's Resident Project Representative. No separate measurement or payment shall be made for tracer wire installation.

H. CATHODIC PROTECTION

1. No separate payment will be made for cathodic protection. The cost for this shall be included in the unit bid price for each hydrant, valve, fitting, or other metallic appurtenance.

WYPWSS SECTION 02700 – SANITARY SEWER SYSTEMS**1.03.E; REVISE as follows:**

Pipe that has been damaged during shipment or handling, even if previously approved before shipment, shall be rejected and removed from the site.

2.01.G; ADD the following:

3. Five-foot diameter manholes are required wherever the sewer main diameter is 12 inches or greater, whenever there are two or more inlets, whenever the manhole depth is 12 feet or greater or whenever the manhole is designed with a drop sewer connection.

48-inch Dia. manholes shall have a 24-inch Dia. frame and cover and 60-inch diameter. manholes shall have a 30-inch diameter frame and cover.

Pipe entering a four-foot Dia. manhole shall be 21-inches from center of manhole and pipe entering a five-foot Dia. manhole shall be 27-inches from center of manhole.

4. All manholes including the bench, bench to pipe transition, upper adjusting rings and all other exposed internal concrete and mortar surfaces, shall be coated per the requirements contained in this section and per the manufacturer's recommendations

A. Materials and supplies provided shall be the standard products of manufacturers. The standard products of manufacturers other than those specified will be accepted when it is demonstrated to the Engineer that they are equal in composition, durability, and usefulness for the purpose intended. Requests for submission shall include directions for the application, descriptive literature, safe storage, handling, and disposal of the product.

B. A written warranty against coating failure shall be provided for the entire coating system, including all repair material, defect fillers, primers, intermediate, and finish coats. The minimum duration of the warranty shall be two (2) years. The product and the installation maybe both covered by the manufacturer's warranty, or separate warranties may be issued by the manufacturer and installer.

This warranty shall state that the coating will not fail for a minimum period of two years. Coating failure is defined as blistering, cracking, embrittlement, or softening, or failure to adhere to the substrate. The warranty shall also apply to any repair materials, primers, or other products used in the application. If any repair or replacement is necessary within the warranty period, a new 2-year warranty period shall start at the date that the manhole is placed back into service.

C. Contractor shall submit manufacturer's data and a description of installation method including:

1. Product safety data sheets (SDS).
2. Maximum storage life and storage requirements.

3. Mixing and proportioning requirements (as applicable).
4. Environmental requirements for application and worker safety, including ventilation, humidity and temperature ranges.
5. Application film thickness PM coat of primer and finish coat.
6. Curing time required.
7. Sample of finished product showing final color.

D. Polymer protective coating and lining materials shall be specifically designed for protecting manholes and other related wastewater structures from severe hydrogen sulfide environments. Liner shall be 100% solids epoxy containing no VOC's or isocyanates. Lining materials shall meet the following ASTM standards or an approved material equal:

ASTM		Value
Tensile Strength	D638	>5,000 psi
Flexural Strength	D790	>10,000 psi
Compressive Strength	D695	>10,000 psi
Shore D Hardness	D2240	>80
Adhesion to Concrete	D4541 or D7234	Substrate Failure
Water Vapor Transmission	D1651 or D1653	<3 grams/m ²
Water Absorption	D570	<0.20%

2.01.K; *REPLACE with the following:*

1. Pour-in-place manhole base shall be poured on 8-inches of compacted 3/4-inch minus clean rock.
2. Pre-cast manhole base shall be placed on 8-inches of compacted 3/4-inch minus clean rock.
3. Base thickness (depth) shall be 8-inches if manholes is 12 feet or less. If the manhole is over 12 feet then base shall be 12-inches thick.
4. Bases shall be reinforced when the distance from invert to top of cover exceeds 15 feet. Reinforcement to be approved by Engineer.

2.01; *ADD the following paragraphs:*

M. Polyethylene (HDPE) Pipe

1. HDPE pipe and fittings shall meet the requirements of ANSI/AWWA C906-90 Polyethylene (PE) Pressure Pipe and Fittings, 4 in through 63 in.
2. Pipe Jointing
 - a. HDPE pipe will be joined by an approved butt fusion or electrofusion method according to the manufacturer's specifications.
 - b. Contractors' personnel employed to join HDPE shall be experienced and certified in accordance with 49 CFR 192.285 or shall have been certified as having training in the Manufacturer's recommended procedure.

3. Fittings

- a. HDPE Fittings shall be the material and dimensions as the pipe and shall be fused in accordance with Section 2700.2.01.M.2.
- b. Ductile Iron Fittings: Where required by the design drawings, ductile iron fittings in accordance with AWWA C-110.

3.01.C; ADD the following paragraphs:

6. Contractor shall lay the pipe so that the markings (size, SDR, Sewer Pipe, and Code Number) are facing up, and legible from the top of the trench.
7. Warning sewer line marking tape shall be installed over all sewer lines and sewer services. Detectable pipe marking tape shall be a minimum 4 mil thick, 3-inches wide, inert polyethylene plastic that is impervious to all known alkalis, acids, chemical reagents and solvents likely to be encountered in the soil.

Marking tape shall be the APWA color code and utility legend printed with: "SEWER LINE".

Marking tape shall be buried 12" to 24" below the subgrade and over the center of the pipe. The backfill shall be sufficiently leveled so that the tape is installed on a flat surface. The tape shall be centered in the trench with printed side up.

3.02; ADD the following paragraph:

- F. The Contractor shall remove all sediment, rocks, debris, roots, grease accumulations, and obstructions from the manholes. Cleaning of the manhole walls, bench, and channel shall remove all grease, scale encrustation and loose mortar so that no foreign intrusion shall cause imperfections in the coating. Cleaning methods shall include washing with high-pressure water, mechanical removal or other as approved by the Engineer.
 1. The Contractor shall use water blasting with a minimum water pressure of 3,000 PSI to clean the manhole prior to applying the coating. The Contractor shall also be responsible for any additional surface preparation beyond water blasting as required by the coating system manufacturer. Where additional preparation is required, the Contractor shall provide all labor materials and equipment as necessary at no additional cost to the contract.
 2. Before installation of the coating system, the surface must be clean. Excess water shall be blown from the surface using compressed air equipment with oil-trapping filters. Suitable heaters shall be used as needed to produce a surface-dry condition. The surface shall be vacuumed to make sure that loose particles are not present.
 3. Any sediment or debris from cleaning operations larger than U.S. #8 sieve shall not be deposited downstream in the sewer. Sedimentation deposited downstream, as determined by the Owner, shall be removed at no cost to the Owner.

3.04.B.1; REPLACE with the following:

The Contractor shall provide the Engineer with an annotated video inspection record (on DVD) of the interior of all gravity sewer lines 8-inch in diameter and larger. The video shall

clearly show all joint, seal, service wyes and manholes. The video shall be approved by the Engineer prior to final acceptance.

3.04.B.1 and 3.04.B.2; *REPLACE* the word "television" and/or "T.V." with "video".

3.04.G; *REVISE* as follows:

All tests shall be made after backfilling is completed, but prior to any surface restoration or street surfacing. Contractor shall be responsible for finding and repairing all breaks and leaks revealed by tests.

3.04; *ADD* the following paragraphs:

H. MANHOLE COATING

1. The Contractor shall give the Engineer a minimum of forty-eight (48) hours advance notice on start of field surface preparation work or coating application work, and a minimum of seven (7) days advance notice start on any shop surface preparation work.
2. All active leaks shall be sealed prior to coating.
3. All active flows shall be plugged or diverted away from all surfaces to be coated.
4. Inspection by Engineer or waiver of inspection in any particular portion of work shall not relieve the Contractor of the responsibility to perform work in accordance with the specifications and the manufactures recommendations.
5. During application, a wet film thickness gauge, meeting ASTM D4414 – Standard Practice for Measurement of Wet Film Thickness of Organic Coatings by Notched Gages, shall be used. Measurements shall be taken and documented for submission to Engineer.
6. The coating shall be visually inspected by the Engineer for pinholes, cracks, delaminations, bug holes, and unfinished surfaces.
7. If deficiencies are identified, the Engineer can request further third-party holiday testing. The Contractor shall furnish services of trained operator in holiday detection devices until final acceptance of coatings. Holiday detection devices shall be operated in presence of the Engineer's representative. Cost of the third-party testing will be the responsibility of the Contractor at no cost to the Owner.

4.01; *ADD* the following paragraphs:

D. Video Inspection

Measurement of video inspections shall be made in lineal feet as measured along the centerline of pipe from center to center of manholes. Video inspection shall be considered complete when the DVD of the inspections is approved by the Engineer.

E. Manhole Coating

Measurement of manhole coating shall be made in vertical feet of various diameter of manholes, from the top of the adjustment ring to the invert and shall include all portions of the interior of the manhole including the base and shelf.

4.02.A.1; *OMIT* the last sentence of this paragraph.

4.02.C; REPLACE with the following:

C. Service Lines

Payment for service lines will be made at the contract unit price bid per lineal foot for of the various sizes and classes called for which price shall include furnishing and installing pipe; potholing, dewatering, trench excavation and backfill, furnishing and placing Type 1 Pipe Bedding; connections to sewer main, tees, wyes and all other fittings; marking tape; testing; and all other work necessary or incidental for completion of the item.

4.02; ADD the following paragraphs:

D. Video Inspection

Payment for video inspection will be made at the contract unit price bid per lineal foot which shall include all tools, equipment, and labor necessary to complete this item. This shall include mobilization to, and from, the site; traffic control as required; accessing the pipe; conducting the video inspection, providing the DVD and all other work necessary or incidental for completion of the item.

E. Manhole Coating

Payment for manhole coating will be made at the contract unit price bid per vertical feet for various manhole diameters called for, which price shall include mobilization to, and from, the site, all tools, equipment, materials, and labor necessary to complete this item, traffic control as required, accessing the manhole, preparation of the surfaces, application for the coating, quality control testing and reports to verify conformance to the specifications and all other work necessary or incidental for completion of the item.

WYPWSS SECTION 02731 – PRESSURE SEWER LINES AND FORCE MAINS

2.01.A, 2.01.B, and 2.01.C; ADD the following paragraph to each section.

All bolt packs for fittings, couplings, valves, etc. shall be stainless steel, type 304 including nuts, bolts, studs, and washers.

2.01.B.5, 2.01.C.5, 2.01.D.4, and 2.01.F.4 ; REPLACE with the following:

Warning pipe marking tape shall be a minimum 4 mil thick, 3-inches wide, inert polyethylene plastic that is impervious to all known alkalis, acids, chemical reagents and solvents likely to be encountered in the soil. Marking tape shall be the APWA color code and utility legend printed with: "SEWER LINE".

2.01.B.4, 2.01.C.4, 2.01.D.3, 2.01.E.3, and 2.01.F.3; REPLACE with the following:

Tracer Wire: Twelve (12) gauge solid copper or copper clad steel tracer wire insulated with high molecular weight polyethylene.

2.01; ADD the following:

2.15 POLYETHYLENE CORROSION PROTECTION

- A. The polywrap shall be of virgin polyethylene, not less than 8 *mils* in thickness, formed into tubes or sheets as may be required. Naturally pigmented material may be used where exposure to ultraviolet light will be less than 48 hours.

Otherwise, the material shall be pigmented with 2 to 2 1/2 percent of well dispersed carbon black with stabilizers.

The polywrap shall be secured as specified below with 2-inch wide pressure sensitive tape not less than 10 mils thick. This flexible tape shall consist of a polyethylene or polyvinyl chloride backing with a synthetic elastomeric adhesive film comprised of butyl rubber. Tape shall remain flexible over a wide range of temperatures, with tensile strength and elongation properties in conformance with ASTM D1000.

3.05; *REPLACE with the following:*

3.05 CONSTRUCTION

A. GENERAL

1. Pipe shall be installed in accordance with the manufacturer's recommendations for installing the type of pipe used unless otherwise noted in the Special Provisions. Contractor shall provide all tools and equipment including any special tools designed for installing each particular type of pipe used.

B. RESPONSIBILITY FOR MATERIAL

1. Contractor shall be responsible for all material furnished by him and shall replace at his own expense all such material found defective in manufacture or damaged in handling after delivery by the manufacturer. This shall include the furnishing of all materials and labor required for the placement of installed material discovered damaged or defective prior to the final acceptance of the work, or during the guarantee period.
2. Contractor shall be responsible for the safe and proper storage of material furnished by him or to him and accepted by him, and intended for the work, until it has been incorporated in the completed project. The interior of all pipe and other accessories shall be kept free from dirt and foreign matter at all times.

C. HANDLING OF PIPE

1. All pipe furnished by Contractor shall be delivered and distributed at the site by Contractor. Pipe, fittings, specials, valves, and accessories shall be loaded and unloaded by lifting with hoists or skidding so as to avoid shock or damage. Under no circumstances shall such materials be dropped. Pipe handled on skidways shall not be skidded or rolled against pipe already on the ground.
2. In distributing the material at the site of the work, each piece shall be unloaded opposite or near the place where it is to be laid in the trench.
3. Pipe shall be so handled that the coating and lining will not be damaged. If, however, any part of the coating or lining is damaged, the repair shall be made

by Contractor at his expense in a manner satisfactory to Engineer.

D. LAYING OF PIPE

1. Before installation, the pipe and pipe coating shall be inspected for defects. Any damage to pipe coatings shall be repaired AS RECOMMENDED BY THE PIPE MANUFACTURER before laying the pipe.
2. All pipe, valves, and fittings shall be laid and maintained with a minimum of 6.0 feet within the road ROW and 5 feet in fields and unsurfaced locations of cover or to the required lines and grades shown on the drawings with the fittings and valves at the required locations.
3. Pipe shall be installed at the grade and alignment shown on the plans.
4. Wherever obstructions not shown on the plans are encountered during the progress of the work and interfere to such an extent that an alteration in the plan is required, Engineer shall have the authority to change the plans and order a deviation from the line and grade or arrange with the owners of the structures for the removal, relocation and reconstruction of the obstructions. If the change in plans results in a change in the amount of work by Contractor, such altered work shall be done on the basis of payment to Contractor for extra work or credit to the Owner for less work.
5. Proper implements, tools, and facilities satisfactory to Engineer shall be provided and used by Contractor for the safe and convenient prosecution of the work. All pipe, fittings, and valves shall be carefully lowered into the trench piece by piece by means of a derrick, ropes, or other suitable tools or equipment, in such a manner as to prevent damage to pipe materials and protective coatings and linings. Under no circumstances shall materials be dropped or dumped into the trench.
6. Every precaution shall be taken to prevent foreign material from entering the pipe while it is being placed in the trench. During laying operations, no debris, tools, clothing, or other materials shall be placed in the pipe. At times when pipe laying is not in progress, the open ends of the pipe shall be closed by a watertight plug or other means approved by Engineer.
7. Long radius curves, either horizontal or vertical, may be laid with standard pipe by deflections at the joints, as allowed by the pipe manufacturer's installation instructions. If the pipe is shown curved on the plans and no special fittings are shown, Contractor can assume that the curves can be made by deflection of the joints with standard lengths of pipe. If shorter lengths are required, the plan will indicate maximum lengths that can be used.
8. Where field conditions require deflection or curves not anticipated by the plans,

Engineer will determine the fittings to be used and additional payment will be made for specified fittings. No additional payment will be made for laying pipe on curves as shown on the plans, nor for field changes involving standard lengths of pipe deflected at the joints. Upon approval of the Engineer, the Contractor may choose to install additional or substitute fittings during completion of the work, at no additional cost to the project.

9. Maximum deflections at pipe joints for various types of pipe shall not exceed the applicable material and joint specifications of AWWA nor shall they exceed the recommendations of the pipe manufacturer. When rubber-gasketed pipe is laid on a curve, the pipe shall be jointed in a straight alignment and then deflected to the curved alignment. Trenches shall be made wide on curves for this purpose.
10. Reaction or thrust blocking shall be applied at all tees, plugs, caps and at bends deflecting 11-1/4 degrees or more, or movement shall be prevented by attaching suitable metal rods or straps as approved by Engineer. Reaction blocking shall be concrete having a compressive strength of not less than 2,000 pounds per square inch at twenty-eight (28) days. Blocking shall be placed between undisturbed soil and the fitting to be anchored; the area of bearing on the pipe and on the ground shall be as shown on Standard Drawing 02665-03. The blocking shall be so placed that the pipe and fitting joints will be accessible for repair.
11. The cutting of pipe for inserting valves, fittings, or closure pieces shall be done in a neat and workmanlike manner without damage to the pipe or coating and so as to leave a smooth end at right angles to the axis of the pipe. The flame cutting of pipe by means of an oxyacetylene torch shall not be allowed.
12. Twelve (12) gauge solid copper or copper clad steel tracer wire insulated with high molecular weight polyethylene shall be installed on top of all force and secured with industrial grade non-adhesive, waterproof tape at minimum ten (10) foot intervals to prevent movement during backfill. The tracer wire shall be looped into a valve boxes and valve manhole, as per the Standard Detail or as directed by the plans. Sufficient length of slack shall be provided to allow the tracer wire to reach 12 inches above finished grade. All connections shall be kept to a minimum and shall be made with direct bury wire nuts. The entire system shall be interconnected and shall be tested for continuity prior to placing sub-base material and final pavement.
13. Detectable sewer line marking tape shall be installed over all sewer lines. Detectable pipe marking tape shall be a minimum 4 mil thick, 3-inches wide, inert polyethylene plastic that is impervious to all known alkalis, acids, chemical reagents and solvents likely to be encountered in the soil.

Tracer wire and marking tape shall be the APWA color code and utility legend

printed with: "SEWER LINE".

Marking tape shall be buried 12" to 24" below the subgrade and over the center of the pipe. The backfill shall be sufficiently leveled so that the tape is installed on a flat surface. The tape shall be centered in the trench with printed side up.

14. Contractor shall lay the pipe so that the markings (size, SDR, Sewer Pipe, and Code Number) are facing up, and legible from the top of the trench.

3.06 and 3.07; OMIT these sections.

3.09.B, REPLACE with the following:

B. POLYETHYLENE CORROSION PROTECTION

1. General: All metallic valves and fittings including ductile, gray iron, steel, etc. shall be protected from corrosion by encasement in a polyethylene protective wrapping referred to hereafter as polywrap. Although not intended to be a completely air and watertight enclosure the polywrap shall provide a continuous barrier between the fittings and surrounding bedding and backfill.
2. Installation: Valves, tees, crosses, bends, and reducers shall be wrapped with flat sheets of the same material. The sheets shall be passed under valves and brought up around the body to the stem. Edges shall be brought together, folded twice, and secured with the adhesive tape. The polyethylene tubing shall be cut into lengths approximately 2 feet longer than the fittings.

3.09; ADD the following paragraphs:

- D. All bolt packs for fittings, couplings, valves, etc. shall be stainless steel, type 304 including nuts, bolts, studs, and washers.
- E. Twelve (12) gauge solid copper or copper clad steel tracer wire insulated with high molecular weight polyethylene shall be installed to the bottom half of all force mains and secured with industrial grade non-adhesive, waterproof tape at minimum ten (10) foot intervals to prevent movement during backfill.
 1. The tracer wire shall be looped into a tracer wire test station or as per the Standard Detail or as directed by the plans. Sufficient length of slack shall be provided to allow the tracer wire to reach 12 inches above finished grade.
 2. All connections shall be kept to a minimum and shall be made with manufacturer approved connector.
 3. Mainline tracer wire shall not be connected to existing conductive pipes. Treat as a mainline dead-end ground using an approved waterproof connector to a ground rod driven into virgin soil beneath and in line with the utility.
 4. All service lateral tracer wire shall be a single wire, connected to the mainline tracer wire using a three-way mainline to service connector, install without cutting/splicing the mainline tracer wire.
 5. The entire system shall be interconnected and shall be tested for continuity prior to placing sub-base material and final pavement.
 6. At all mainline dead-ends, tracer wire shall go to ground using an approved connection to a drive-in magnesium ground rod. The ground rod shall be driven

into virgin soil directly beneath and in line with the utility.

7. Tracer wire shall be the APWA color code for the appropriate utility

4.01.D; *OMIT this paragraph.*

4.02.A; *REPLACE with the following:*

Payment for force main will be made at the contract unit price bid per lineal foot of various sizes and classes called for, which price shall include furnishing and installing pipe, trench excavation, dewatering, polywrap, tracer wire; and marker tape; furnishing, placing and compaction of bedding and backfill; testing and all work necessary or incidental for completion of this item.

The measurement of the lineal feet of new force main shall be measured horizontally from the centerline of the fitting to the centerline of fitting.

4.02.D; *OMIT this paragraph.*

WYPWSS SECTION 02776 – CONCRETE SIDEWALKS, DRIVEWAY APPROACHES, CURB TURN FILLETS, VALLEY GUTTERS AND MISCELLANEOUS NEW CONCRETE CONSTRUCTION

3.01.A; *REVISE as follows:*

Sidewalks and driveway approaches, either new or replacement, valley gutters, ADA ramps and curb turn fillets shall be constructed at the locations shown on the plans and where directed by the ENGINEER, and shall be in accordance with these specifications and plans.

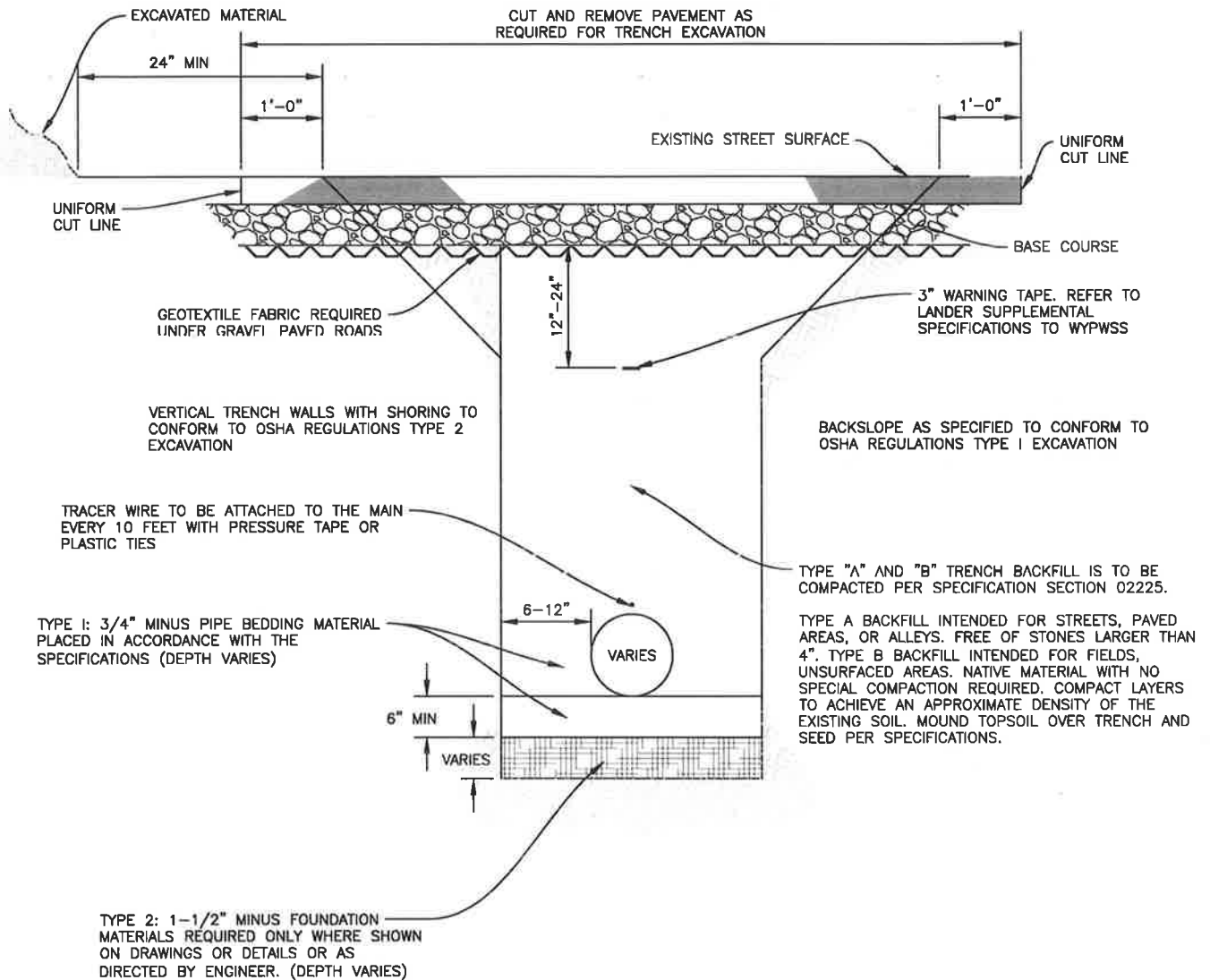
4.01; *ADD the following:*

- E. ADA RAMPS – This item shall be measured by each ADA ramp installed. The ramp, landing (if present), flares (if present), curb wall (if present), and detectable warning device are all part of the ADA ramp.

4.02; *ADD the following:*

- G. ADA RAMPS – Payment shall constitute full compensation for all material (including cast iron detectable warning device), excavation, backfill, curing of concrete, pre-molded mastic material, installation of the detectable warning device, equipment, tools, and labor for the performance of all work and incidentals necessary to complete this item.

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NOTES:

1. WHERE TRENCH PASSES THROUGH EXISTING PAVEMENT, THE PAVEMENT SHALL BE CUT IN ACCORDANCE WITH WYPWSS SECTION 02075-3.01.
2. THE JOINT BETWEEN EXISTING PAVEMENT AND REPLACEMENT PAVEMENT SHALL BE SEALED WITH APPROVED CRACK SEALANT.
3. TYPE B BACKFILL SHALL ONLY BE USED ON THE HITSHEW PROPERTY. ALL OTHER SITE USE TYPE A BACKFILL.

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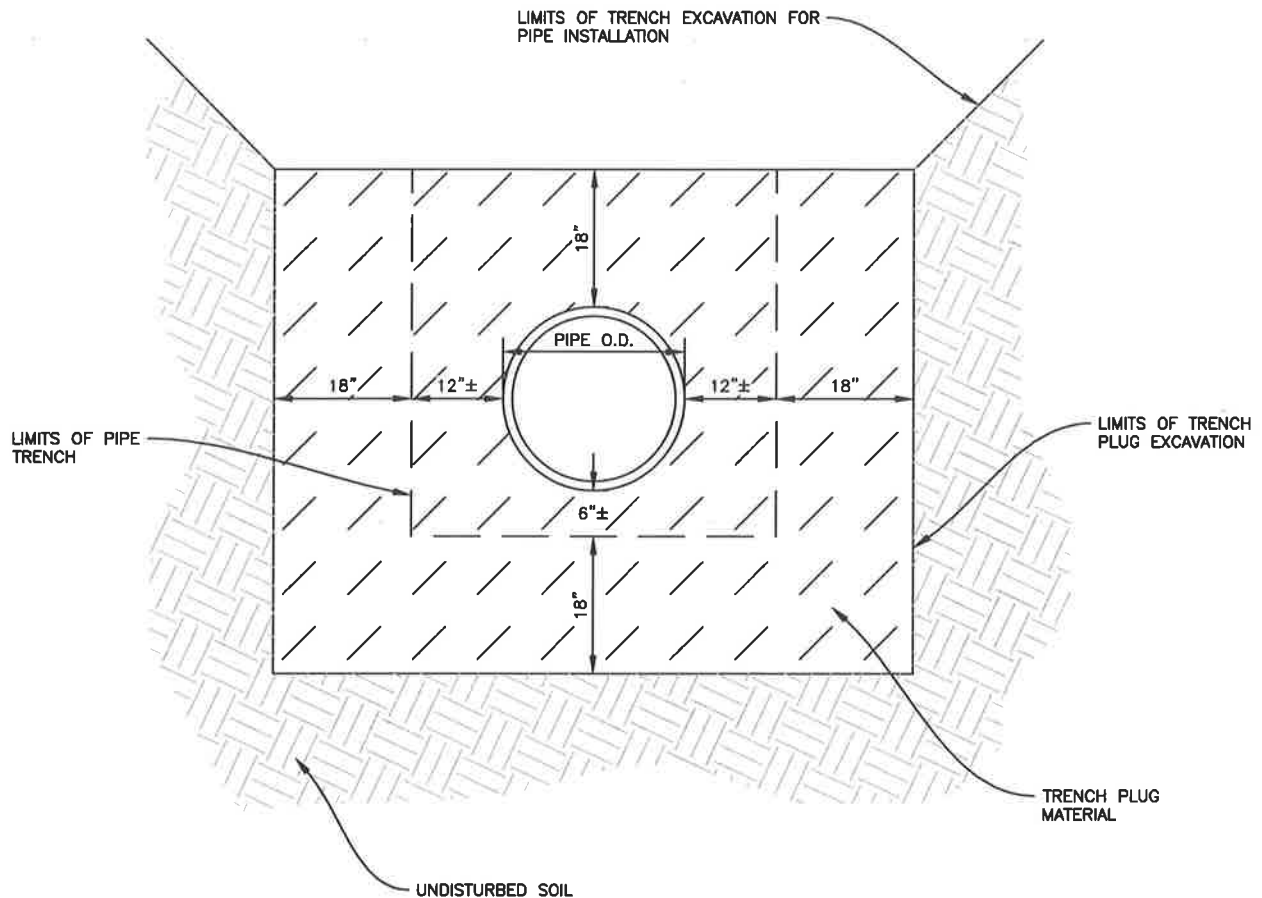
LANDER PUBLIC WORKS
STANDARD SPECIFICATIONS

NOT TO SCALE

TYPICAL TRENCH

STANDARD
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L-02220-0

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NOTES:

1. TRENCH PLUG SHALL BE 4 FT. LONG (MINIMUM).
2. TRENCH PLUG MATERIAL IS TO COMPLY WITH SPECIFICATIONS.
3. TRENCH PLUG MATERIAL IS TO BE PLACED WITH A MIN. OF 95% MAX. DRY DENSITY (ASTM D698) AT 1%–3% ABOVE OPTIMUM MOISTURE.
4. INSTALL AT 500 FOOT INTERVALS, UNLESS NATIVE BEDDING IS USED OR SPACING AS DIRECTED BY ENGINEER. SEE SPECIFICATIONS.

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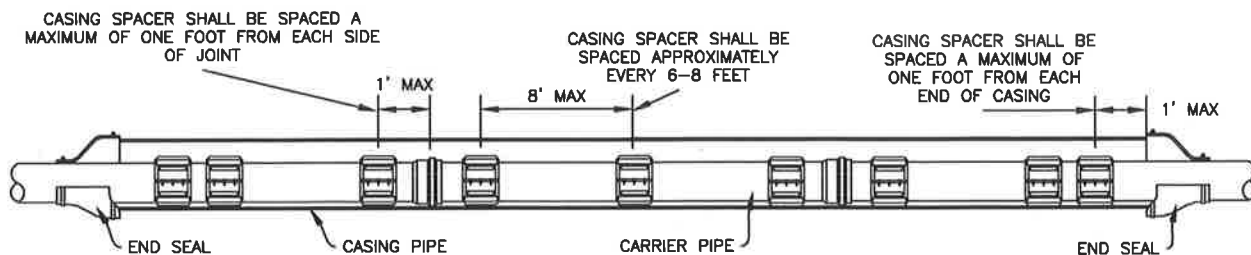
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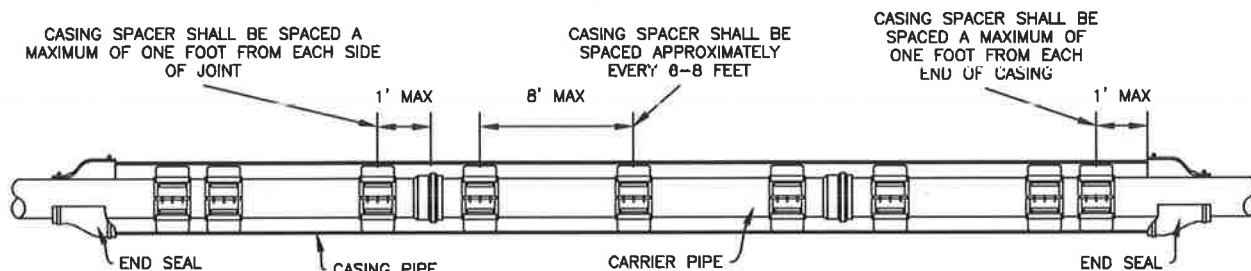
TRENCH PLUG

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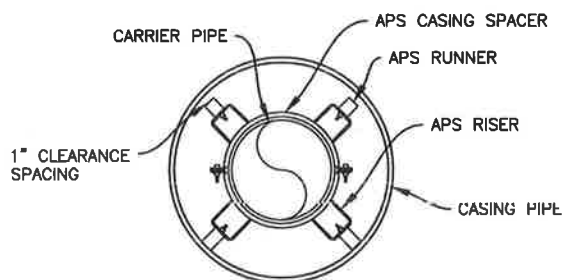
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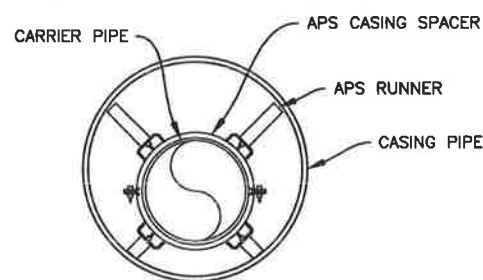
TYPICAL SEWER LINE CASING SPACER CONFIGURATION



TYPICAL WATER LINE CASING SPACER CONFIGURATION



TYPICAL WATER LINE END VIEW



TYPICAL SEWER LINE END VIEW

ENCASEMENT DETAILS

N.T.S.

PRESSURIZED CARRIER PIPE
ENCASEMENT/CARRIER PIPE SIZING CHART

THE BELOW TABLE USES CARRIER PIPE DIMENSIONS FOR C900/C905 PVC. OTHER MATERIAL SHALL BE SUBMITTED TO THE ENGINEER FOR REVIEW AND APPROVAL.

CARRIER NOM. SIZE	CARRIER PIPE O.D.	CARRIER BELL O.D.	CASING NOM. SIZE*
6"	6.90	9.00	12"
8"	9.05	11.50	16"
10"	11.10	14.00	20"
12"	13.20	16.50	20"
14"	15.30	18.25	24"
16"	17.40	20.50	24"
18"	19.50	23.25	30"
20"	21.60	25.60	30"
24"	25.80	30.25	36"

- * ALL ENCASEMENT PIPE SHALL BE NEW AND AVE A MINIMUM WALL THICKNESS OF 0.25 INCHES.
- * ENCASEMENT FOR GRAVITY CARRIER PIPES SHALL BE ONE CASING SIZE LARGER THAN SHOWN IN THE ABOVE TABLE.

NOTES:

1. SPACERS SHALL BE ODEL SSI AS MANUFACTURED BY ADVANCE PRODUCTS & SYSTEMS (APS) AS SPECIFIED.
2. QUANTITY OF RUNNERS SHALL BE IN ACCORDANCE WITH CARRIER PIPE SIZE AS FOLLOWS
TO 14" DIAMETER - 4 RUNNERS
16" TO 36" DIAMETER - 6 RUNNERS
38" TO 48" DIAMETER - 8 RUNNERS
3. DIMENSIONS BETWEEN SPACERS SHALL BE AS FOLLOWS:
STAINLESS STEEL - 6 TO 8 FEET.
4. WIDTH OF SPACERS SHALL BE IN ACCORDANCE WITH CARRIER PIPE SIZE AS FOLLOWS:
TO 14" DIAMETER - 8" WIDTH
16" AND LARGER DIAMETER - 12" WIDTH
5. A MINIMUM OF THREE SPACERS PER FULL JOINT OF PIPE.
6. WATER LINES SHALL BE "CENTERED" IN CASING.
7. SEWER LINES SHALL BE HELD TO SPECIFIC SLOPE.
8. ALL D.I. CARRIER PIPE MUST HAVE FIELD LOCK GASKETS INSTALLED WITHIN THE CASING PIPE.
9. ENCASEMENT INSTALLED BY OPEN CUT SHALL BE BACKFILLED WITH FLOW-ABLE FILL/CEMENT SLURRY TO A DEPTH OF 6-INCHES ABOVE THE ENCASEMENT PIPE.
10. END SEALS SHALL BE MODEL AW OR AC AS MANUFACTURED ADVANCE PRODUCTS & SYSTEMS (APS).

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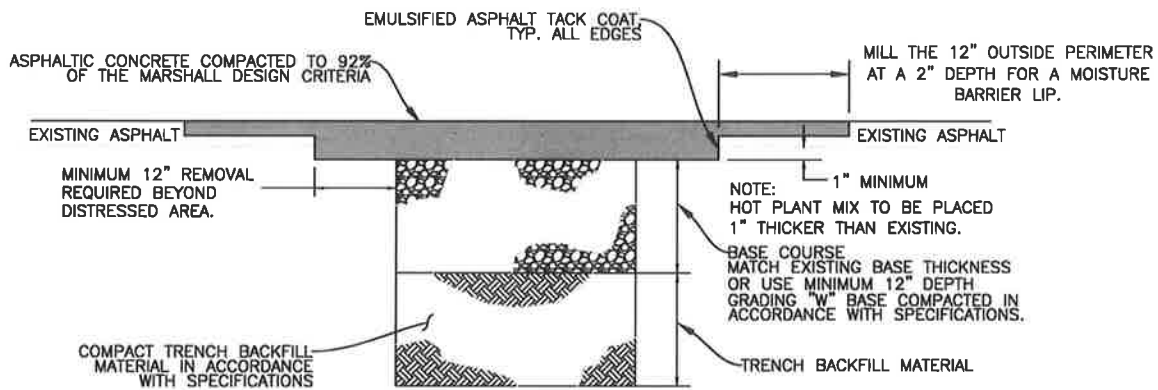
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STANDARD SPECIFICATIONS

NOT TO SCALE

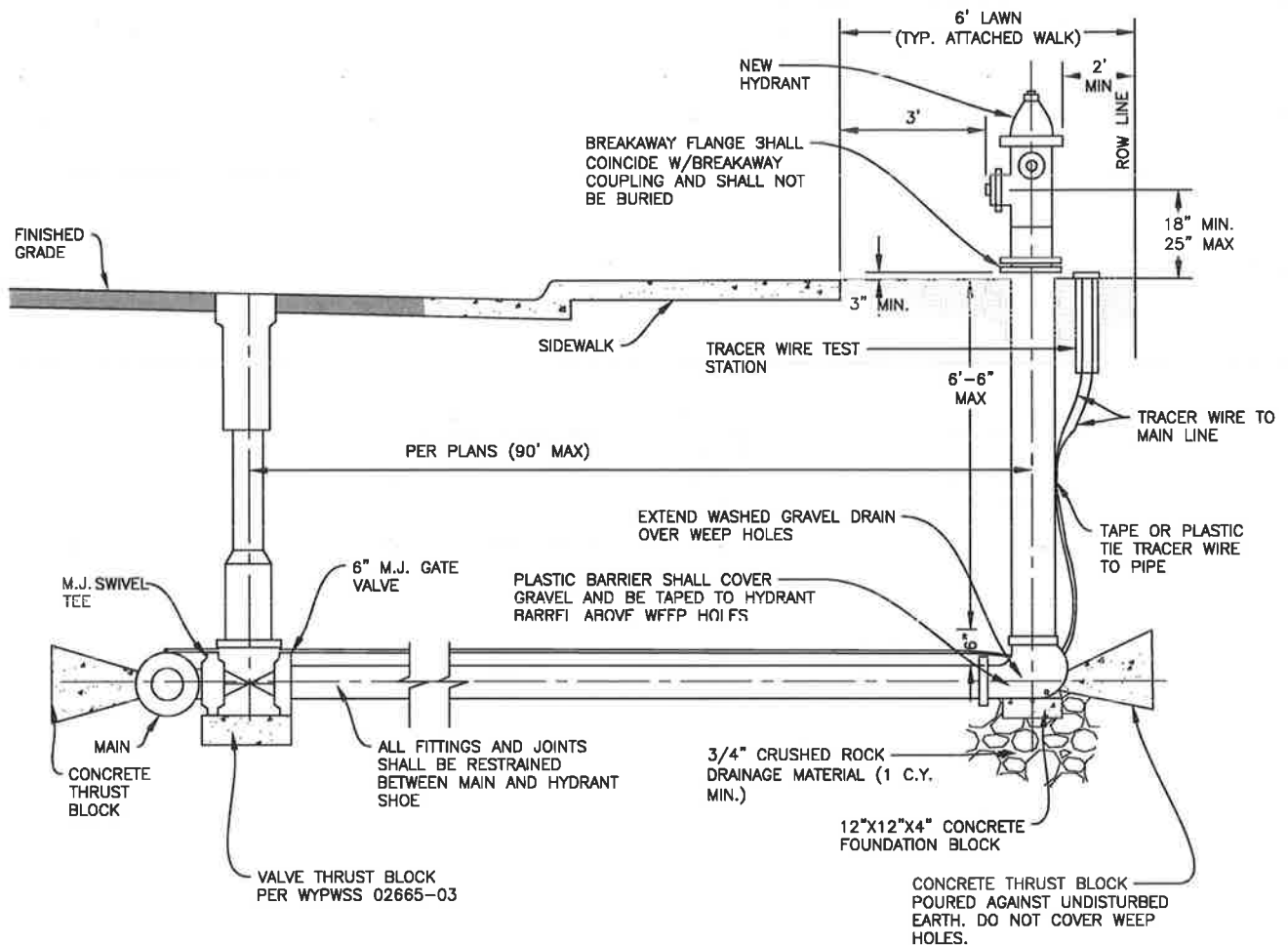
ENCASEMENT PIPE

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NOTES:

1. IN AREAS WHERE SIDEWALKS MEANDER OR DO NOT EXIST, FIRE HYDRANT LOCATIONS SHALL BE APPROVED BY THE CITY. IN ALL CASES, FIRE HYDRANTS SHALL BE A MINIMUM OF 2 FEET INSIDE THE RIGHT-OF-WAY LINE.
2. FIRE HYDRANTS SHALL BE PAINTED FIRE HYDRANT RED.
3. SUPPORT/THRUST BLOCKS SHALL BE INSTALLED UNDER GATE VALVES IN ACCORDANCE WITH WYPWSS DETAIL 2665-03.
4. VALVES, TEES, AND FITTINGS SHALL BE WRAPPED WITH 8 MIL POLYWRAP AND SECURED WITH 2-INCH WIDE PRESSURE SENSITIVE TAPE NOT LESS THAN 10 MIL THICK.

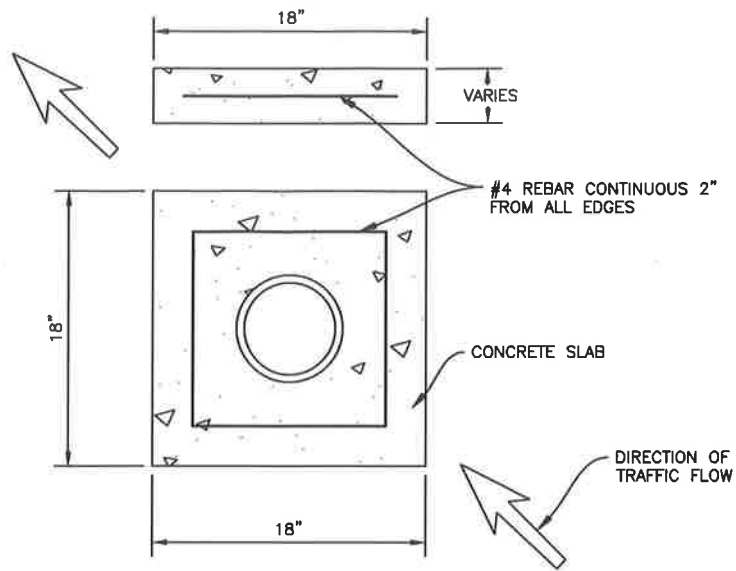
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LANDER PUBLIC WORKS
STANDARD SPECIFICATIONS

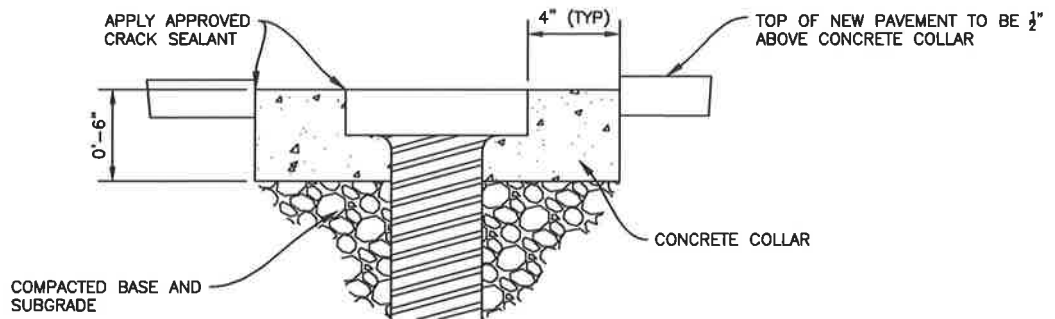
NOT TO SCALE

TYPICAL FIRE HYDRANT

STANDARD
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L-02645-0



WATER VALVE COVER



WATER VALVE ADJUSTMENT

NOTES:

1. ADJUST WATER VALVES UPWARD OR DOWNWARD AS REQUIRED. FINAL ADJUSTMENT SHALL BE MADE AFTER PAVING AND BEFORE SEAL COATING. NO PAYMENT SHALL BE MADE FOR ADJUSTMENT OF NEW VALVES TO FINAL GRADE.
2. WHEN CONCRETE COLLAR IS PLACED ABUTTING CONCRETE PAVEMENT, COLLAR THICKNESS SHOULD BE EQUAL THAT OF PAVEMENT SECTION IF GREATER THAN 6".
3. THE JOINT BETWEEN CONCRETE COLLAR AND VALVE BOX AND PAVEMENT AND CONCRETE COLLAR SHALL BE SEALED WITH AN APPROVED CRACK SEALANT.

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FEB 2019

LANDER PUBLIC WORKS
STANDARD SPECIFICATIONS

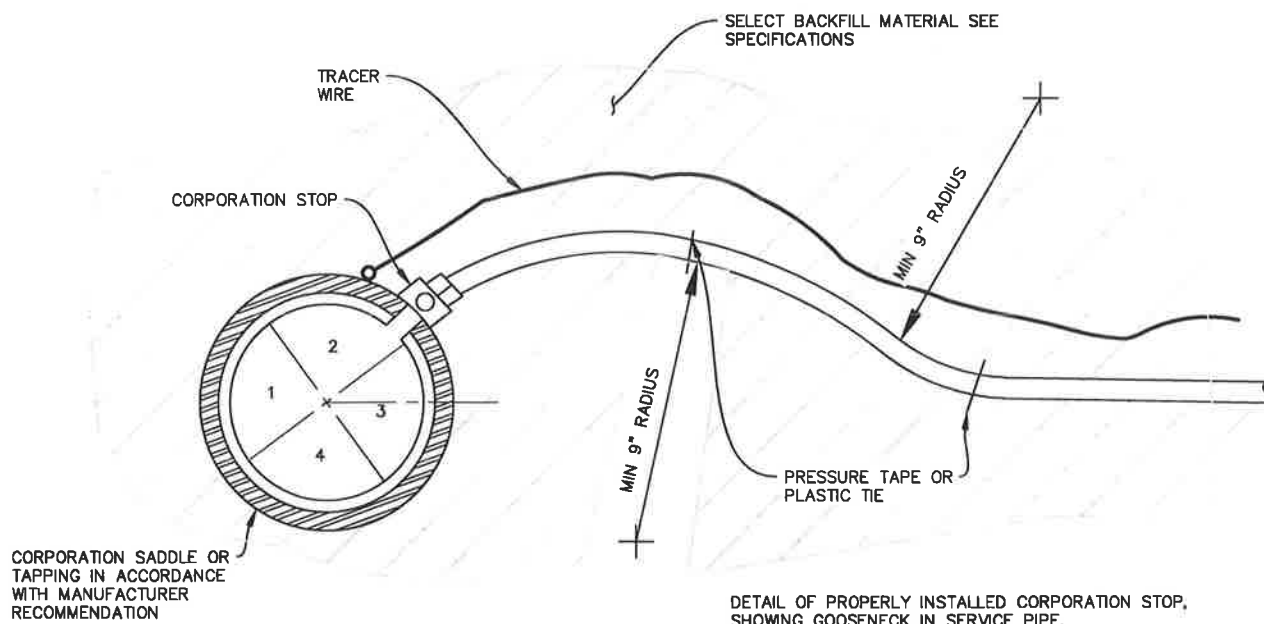
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WATER VALVE ADJUSTMENT

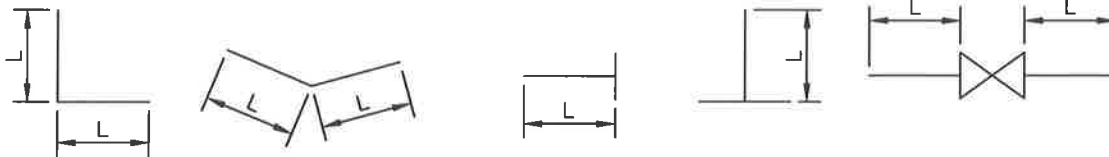
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1. SERVICE LINE SHALL BE 1" (EXPECT AS NOTED) DR9 AWWA C901 CTS HDPE, MIN 6" BEDDING.
2. SADDLE AND CORPORATION STOP SHALL BE WRAPPED WITH 6 MIL POLYWRAP.
3. SERVICE TAPS SHALL BE MADE PRIOR TO ANY TESTS.

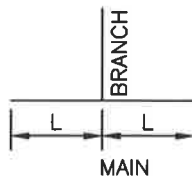


LINE SIZE	4-INCH		6-INCH		8-INCH		12-INCH		16-INCH		20-INCH		24-INCH	
	D (IN)	L (IN)	D (IN)	L (IN)	D (IN)	L (IN)	D (IN)	L (IN)	D (IN)	L (IN)	D (IN)	L (IN)	D (IN)	L (IN)
TEE (BRANCH)	3/4	30	3/4	45	3/4	60	3/4	86	1	106	1.25	132	—	155
PLUG OR 90° HORZ. BEND	3/4	30	3/4	45	3/4	60	3/4	86	1	106	1.25	132	—	155
45° HORZ. BEND	3/4	9	3/4	13	3/4	18	3/4	25	1	32	3/4	39	—	45
22.5° HORZ. BEND	3/4	1	3/4	4	3/4	5	3/4	7	3/4	8	3/4	10	—	12
11.25° HORZ. BEND	—	—	—	—	—	—	3/4	2	3/4	2	3/4	3	—	3
PUSH-ON JOINT PVC IN-LINE VALVE	—	—	—	—	—	—	—	—	1	106	1.25	132	—	155



NOTES:

1. CLAMPS AND RODS ARE NOT ALLOWED FOR 24" AND LARGER MAINS.
2. D=ROD OR BOLT DIAMETER, L=LENGTH OF MAIN WHICH MUST BE TIED TOGETHER AND IS NOT NECESSARILY THE LENGTH OF THE RODS.
3. LENGTH OF TIED MAIN ALSO APPLIES TO THE LENGTH OF MAIN RESTRAINED BY MEGALUGS
4. LENGTHS OF RESTRAINT ARE MEASURED EACH WAY FROM BENDS
5. ALL BOLTS, NUTS, AND RODS SHALL BE STAINLESS STEEL
6. TEES AND CROSSES MUST BE RESTRAINED IN ALL APPLICABLE DIRECTIONS
7. ALL REDUCERS/INCREASERS SHALL HAVE MECHANICAL RESTRAINT DEVICES ON EACH SIDE OF THE FITTING
8. PIPE JOINT RESTRAINT MAY BE ACCOMPLISHED USING HARNESS RODS, MECHANICAL JOINT RESTRAINT OR RESTRAINED JOINT PIPE AND FITTINGS
9. USE 2 RODS ON 12" AND SMALL MAINS, 4 RODS ON 16" MAINS, AND 6 RODS ON 20" MAINS
10. AN ANALYSIS OF THE NECESSARY RESTRAINT LENGTH FOR PIPE LARGER THAN 24" SHALL BE SUBMITTED TO THE CITY FOR REVIEW AND APPROVAL ON A CASE BY CASE BASIS
11. MIN. 6' COVER (POTABLE)
12. TABLE BASED ON 150 PSI INTERNAL PRESSURE
13. AS AN ALTERNATIVE TO BRANCH RESTRAINT ON A TEE USING THE ABOVE TABLE, THE MAIN MAY BE RESTRAINED INSTEAD FOR THE FOLLOWING DISTANCES IN EACH DIRECTION FROM THE TEE, PROVIDED THAT THE BRANCH IS RESTRAINED AT THE CONNECTION WITH THE TEE AND THE BRANCH SIZE DOES NOT EXCEED THE MAIN SIZE.



SIZE OF MAIN	4-INCH	6-INCH	8-INCH	12-INCH	16-INCH	20-INCH	24-INCH
RESTRAINT LENGTH (EACH DIRECTION)	5.0 FT	6.0 FT	8.0 FT	11.0 FT	14.0 FT	17.0 FT	19.0 FT

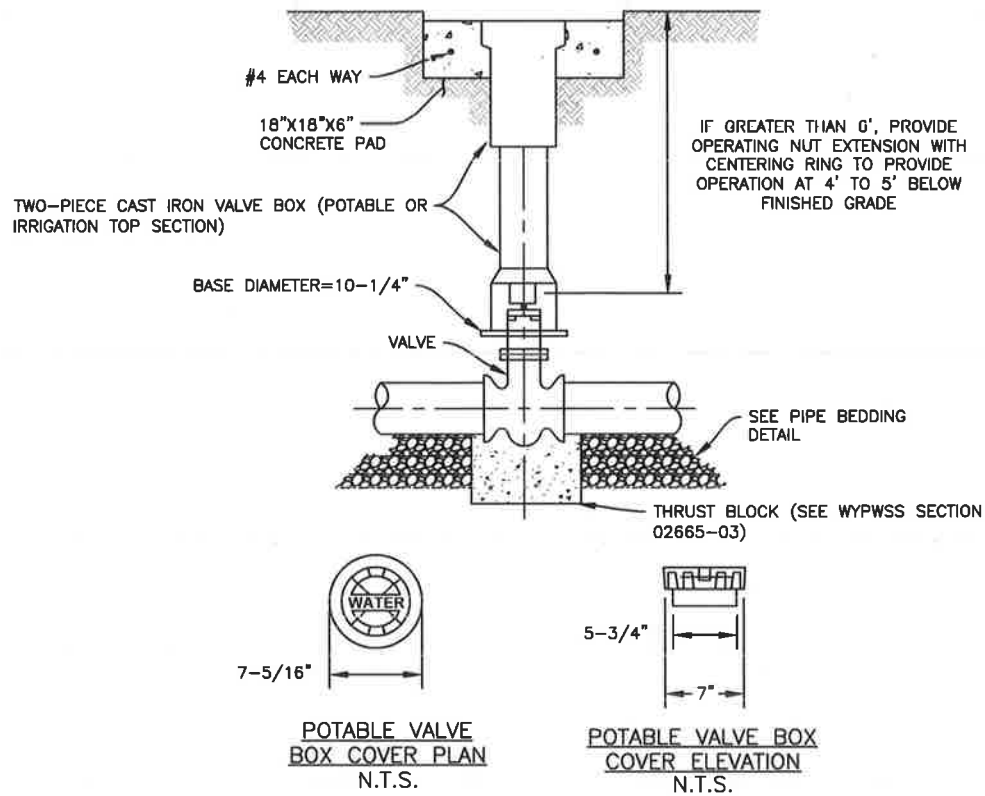
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LANDER PUBLIC WORKS
STANDARD SPECIFICATIONS

NOT TO SCALE

RESTRAINED JOINT PIPE LENGTHS

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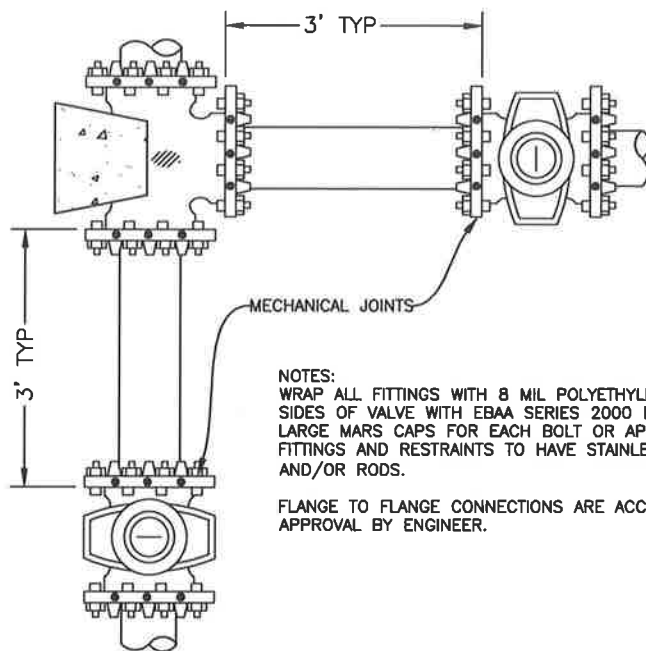
NOTE:

- POTABLE VALVE BOX LID RESTS INSIDE THE UPPER VALVE BOX SECTION WITH WORD "WATER" CAST INTO THE TOP.

NOTES:

- CARE SHALL BE TAKEN WHEN INSTALLING VALVES TO INSURE PROPER SUPPORT OF THE VALVE. CONCRETE BLOCKS SHALL BE INSTALLED UNDER THE VALVE, PER WYPWSS DETAIL 02665-03, TO PROVIDE PROPER SUPPORT WHERE REQUIRED BY THE CITY.
- TRACER WIRE SHALL NOT BE BROUGHT UP VALVE BOXES.
- VALVES, TEES AND FITTINGS SHALL BE WRAPPED WITH 8 MIL POLYWRAP AND SECURED WITH 2-INCH WIDE PRESSURE SENSITIVE TAPE, NOT LESS THAN 10 MIL THICK.

L:\Private\CLIENT FOLDERS\City of Lander\Standard Details\CAD\L-02665-06A Typical Valve or Tee Connection.dwg PLOT DATE: 3/16/21 USER: BROBERTS



NOTES:
WRAP ALL FITTINGS WITH 8 MIL POLYETHYLENE. RESTRAIN BOTH SIDES OF VALVE WITH EBAA SERIES 2000 PVC MEGALUG. PROVIDE LARGE MARS CAPS FOR EACH BOLT OR APPROVED EQUAL. ALL FITTINGS AND RESTRAINTS TO HAVE STAINLESS STEEL BOLTS AND/OR RODS.

FLANGE TO FLANGE CONNECTIONS ARE ACCEPTABLE UPON APPROVAL BY ENGINEER.

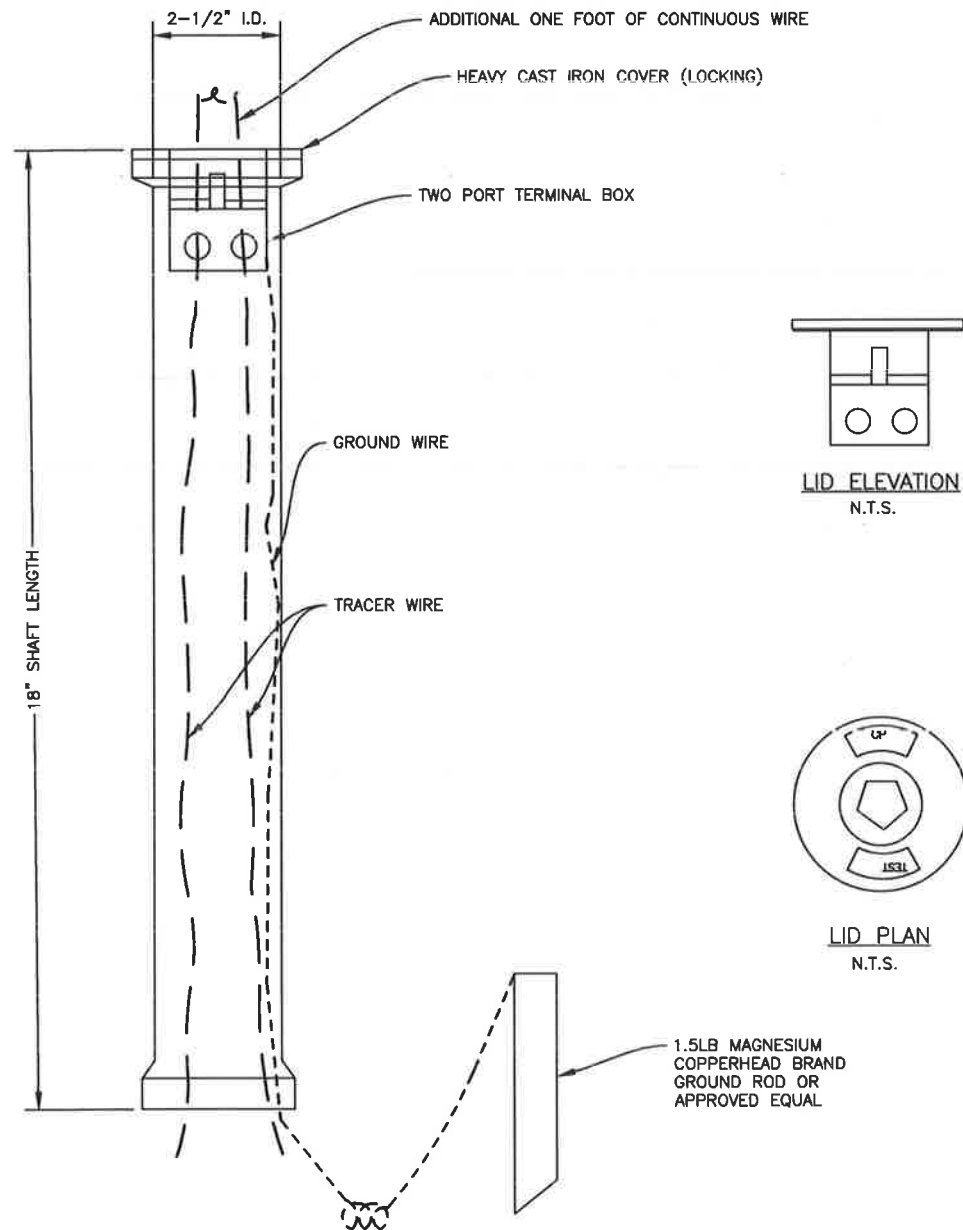
REVISED:
FEB 2019

LANDER PUBLIC WORKS
STANDARD SPECIFICATIONS

NOT TO SCALE

TYPICAL VALVE OR TEE CONNECTION

STANDARD
DRAWING
L-02665-06

**NOTES:**

1. LOCATE TEST STATIONS BEHIND ALL FIRE HYDRANTS OR AS DIRECTED ON THE PLANS.
2. AN ADDITIONAL 1 FOOT CONTINUOUS LOOP OF TRACER WIRE SHALL BE KEPT INSIDE THE TEST STATION FOR CONNECTION PURPOSES.
3. TRACER WIRE SHALL BE COLOR CODED PER APWA.
4. GROUND ROD SHALL BE INSTALLED AT ALL DEAD ENDS.

REVISED:
FEB 2019

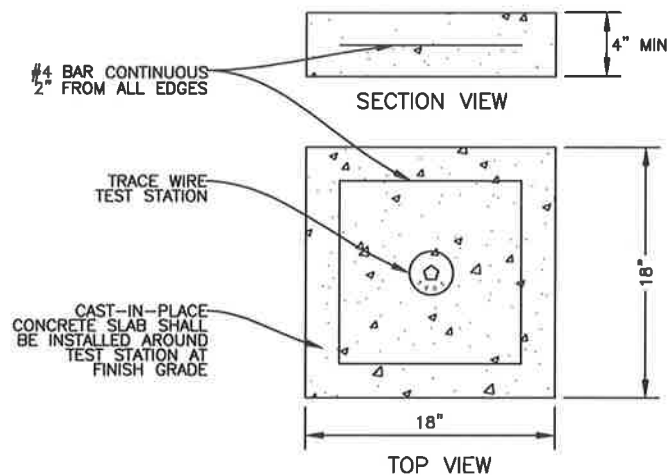
LANDER PUBLIC WORKS
STANDARD SPECIFICATIONS

NOT TO SCALE

TRACER WIRE TEST STATION

STANDARD
DRAWING
L-02665-0

L:\Private\CLIENT FOLDERS\City of Lander\Standard Details\CAD\L-02665-07A Tracer Wire Test Station.dwg PLOT DATE: 3/12/21 USER: BROBERTS



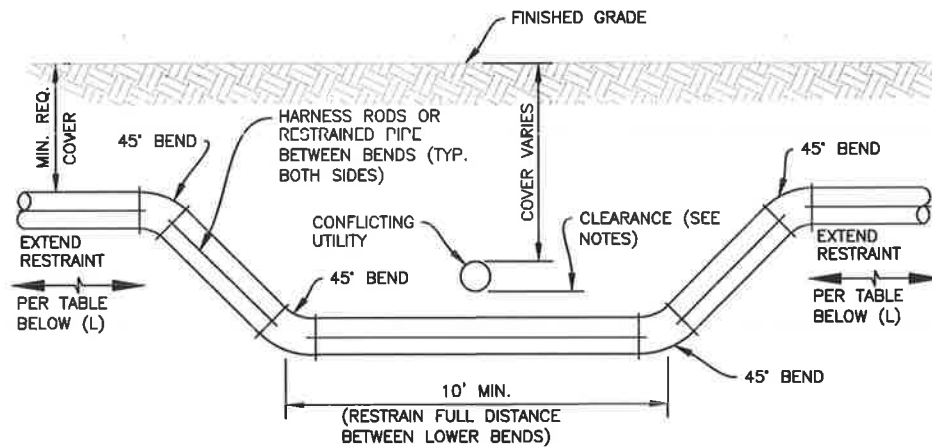
REVISED:
FEB 2019

LANDER PUBLIC WORKS
STANDARD SPECIFICATIONS

NOT TO SCALE

TRACER WIRE TEST STATION

STANDARD
DRAWING
L-02665-07A



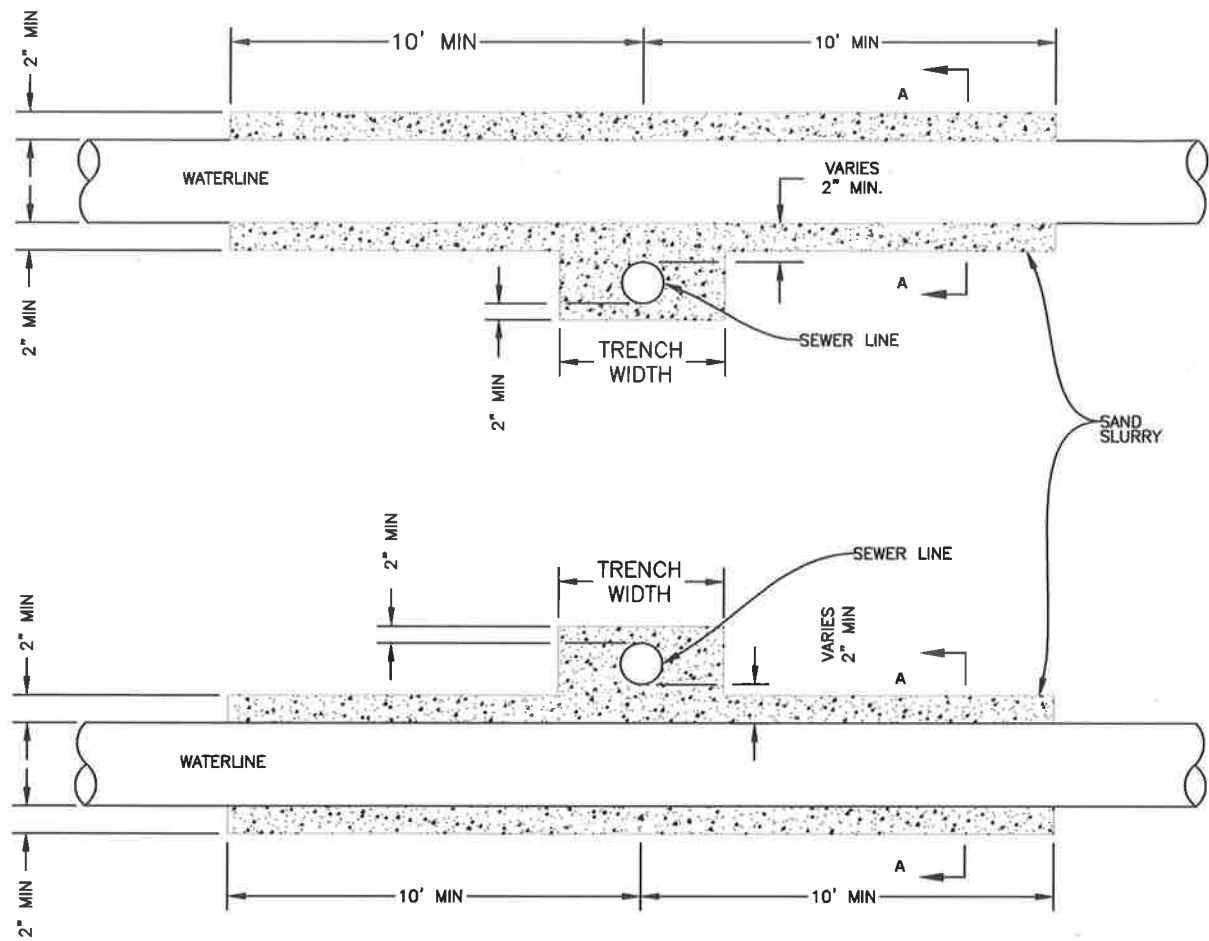
RESTRAINT LENGTH IN EACH DIRECTION FROM UPPER BENDS SHALL BE AS FOLLOWS:

SIZE OF PIPE (IN)	4"	6"	8"	12"	16"	20"	24"
L (FEET)	16.0'	23.0'	30.0'	43.0'	56.0'	68.0'	80.0'

NOTES:

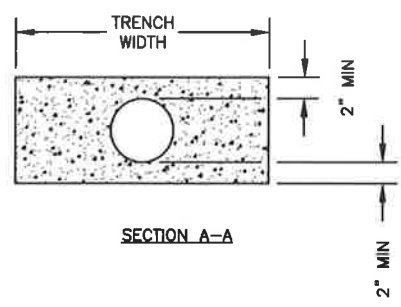
1. VALVES SHALL NOT BE INSTALLED ON POTABLE WATER MAINS BETWEEN THE UPPER TWO VERTICAL BENDS OF THE LOWERED SECTION.
2. CLEARANCE FROM IRRIGATION WATER MAINS TO SANITARY OR STORM SEWERS SHALL BE 12"
3. CLEARANCE FROM POTABLE WATER MAINS TO SANITARY SEWERS, STORM SEWERS, OR IRRIGATION WATER MAINS SHALL BE 18".
4. CONFIGURATIONS UTILIZING BENDS OTHER THAN 45° MAY BE SUBMITTED TO THE CITY FOR REVIEW AND APPROVAL ON A CASE BY CASE BASIS.

L:\Private\CLIENT FOLDERS\City of Lander\Standard Details\CAD\L-02665-08A Slurry Saddle.dwg PLOT DATE: 3/16/21 USER: BROBERTS



SAND SLURRY MIX DESIGN

130 LB.	CEMENT
600 LB.	WATER
2000 LB.	FINE AGGREGATE



- NOTES:**
- JOINTS IN SEWERS AT CROSSING SHALL BE LOCATED AT LEAST TEN FEET FROM WATER MAINS.

REVISED:
FEB 2019

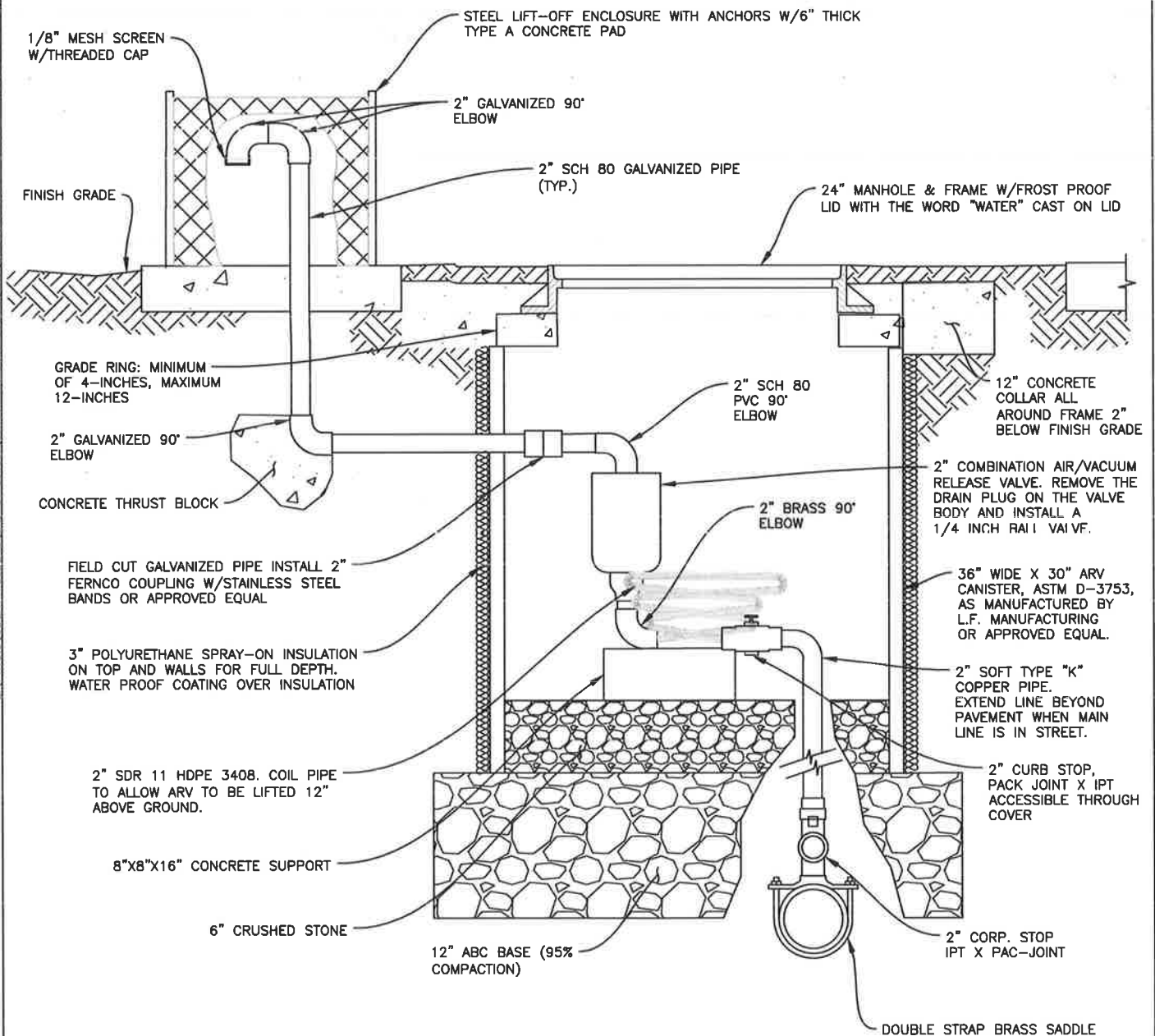
LANDER PUBLIC WORKS
STANDARD SPECIFICATIONS

NOT TO SCALE

SLURRY SADDLE

STANDARD
DRAWING
L-02665-08A

L:\Private\CLIENT FOLDERS\City Of Lander\Standard Details\CAD\L-02665-09 Air-Vacuum Release Valve.dwg PLOT DATE: 3/12/21 USER: BROBERTS



REVISED:
FEB 2019

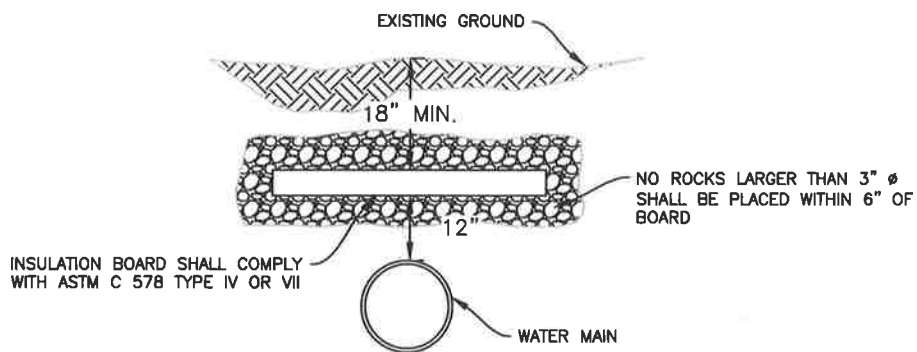
LANDER PUBLIC WORKS
STANDARD SPECIFICATIONS

NOT TO SCALE

AIR/VACUUM RELEASE VALVE

STANDARD
DRAWING
L-02665-0

L:\Private\CLIENT FOLDERS\City of Lander\Standard Details\CAD\L-02665-10 Insulation Board Installation.dwg PLOT DATE: 3/12/21 USER: BROBERTS



NOTES:

1. IF DEPTH OF COVER IS LESS THAN 3.5 FEET, BOARD SHALL BE 4-INCHES IN THICKNESS AND EXTEND A MINIMUM OF FOUR FEET ON EITHER SIDE OF CENTER OF PIPE.
2. IF DEPTH OF COVER IS BETWEEN 3.5 AND 5.0 FEET, BOARD SHALL BE 2-INCHES IN THICKNESS AND EXTEND A MINIMUM OF THREE FEET EITHER SIDE OF CENTER OF PIPE.

REVISED:
FEB 2019

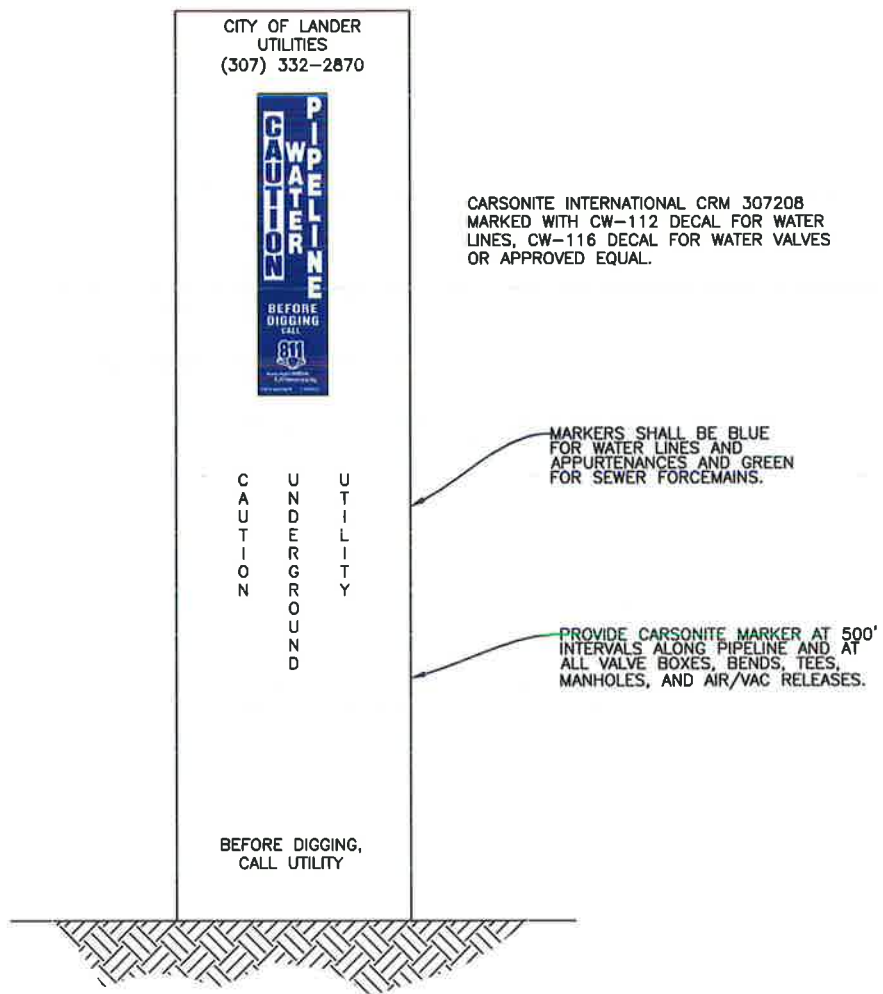
LANDER PUBLIC WORKS
STANDARD SPECIFICATIONS

NOT TO SCALE

INSULATION BOARD INSTALLATION

STANDARD
DRAWING
L-02665-10

L:\Private\CLIENT - FOLDERS\City of Lander\Lander Standard Details\CAD\L-02665-11 Carsonite Marker.dwg PLOT DATE: 3/12/21 USER: ROBERTS



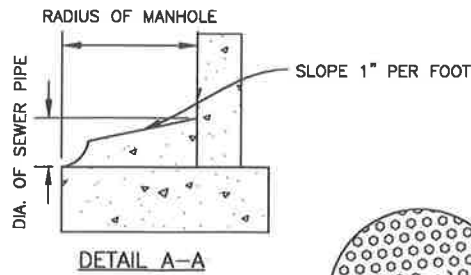
REVISED:
FEB 2019

LANDER PUBLIC WORKS
STANDARD SPECIFICATIONS

NOT TO SCALE

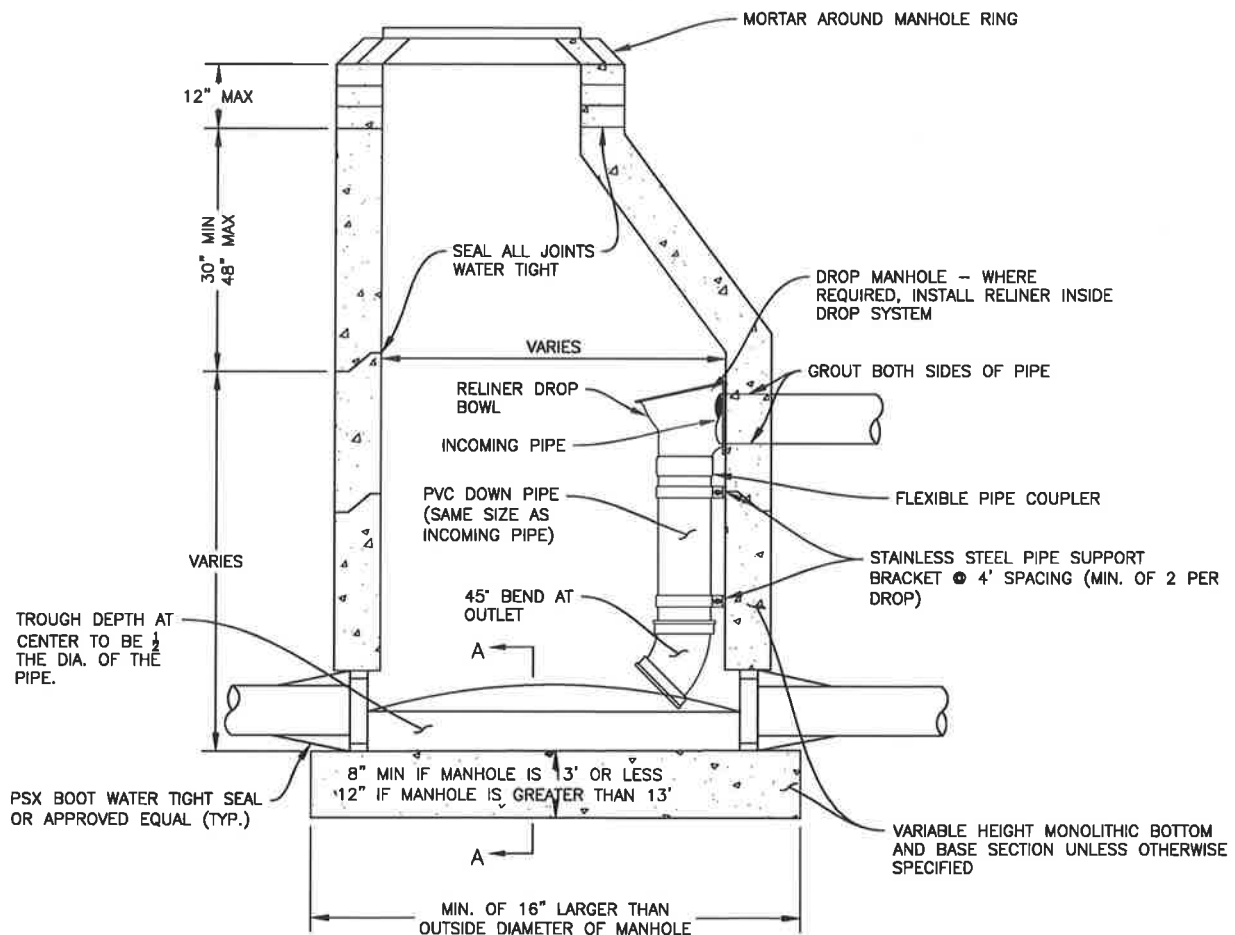
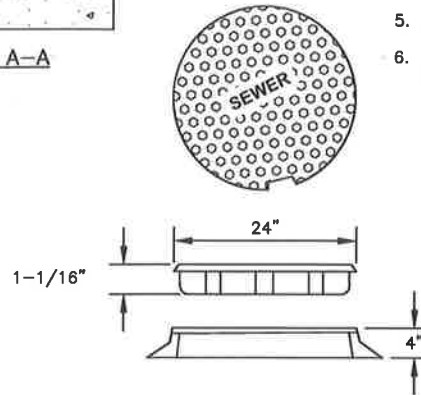
CARSONITE MARKER

STANDARD
DRAWING
L-02665-1



NOTES:

1. DROP ACROSS INVERT SHALL BE 0.10'.
2. BASES SHALL BE REINFORCED WHEN THE DISTANCE FROM INVERT TO TOP OF COVER EXCEEDS 15'. REINFORCEMENT TO BE APPROVED BY ENGINEER.
3. REINFORCEMENT FOR PRECAST SECTIONS SHALL BE AS PER ASTM C-478.
4. C.I. RING AND COVER SHALL BE HS-20-44.
5. ALL LIFTING HOLES SHALL BE GROUTED WITH NON-SHRINK GROUT.
6. ALL JOINTS BETWEEN MANHOLE SECTION, RINGS AND FRAME SHALL BE SEALED WITH RUBBER-NEX OR APPROVED EQUAL.



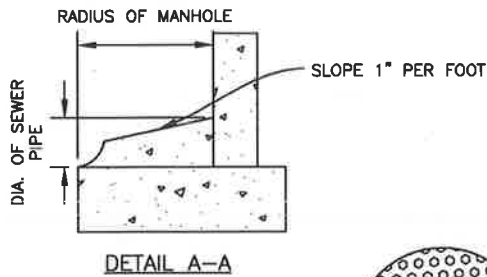
REVISED:
FEB 2019

LANDER PUBLIC WORKS
STANDARD SPECIFICATIONS

NOT TO SCALE

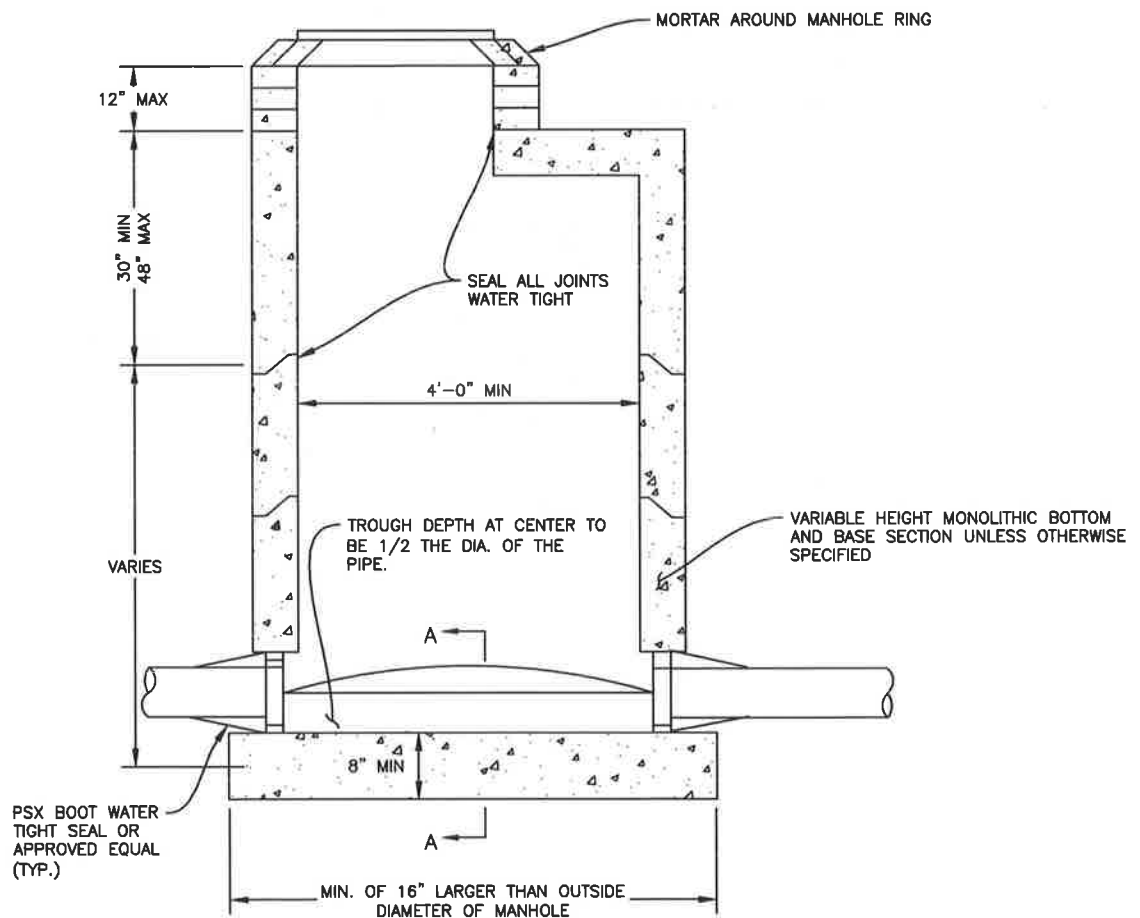
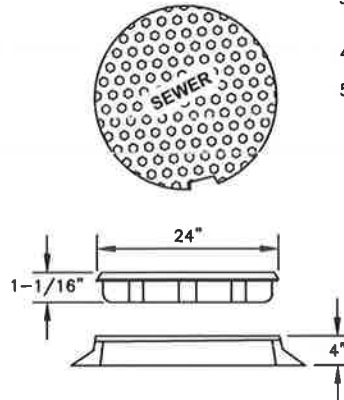
STANDARD CONE MANHOLE

STANDARD
DRAWING
L-02700-01



NOTES:

1. DROP ACROSS INVERT SHALL BE 0.10'.
2. BASES SHALL BE REINFORCED WHEN THE DISTANCE FROM INVERT TO TOP OF COVER EXCEEDS 15'. REINFORCEMENT TO BE APPROVED BY ENGINEER.
3. REINFORCEMENT FOR PRECAST SECTIONS SHALL BE AS PER ASTM C-478.
4. C.I. RING AND COVER SHALL BE HS-20-44
5. FLAT TOP MANHOLES SHALL BE INSTALLED WHEN MANHOLES ARE 5' OR LESS, OR AS REQUIRED ON THE PLANS.



REVISED:
FEB 2019

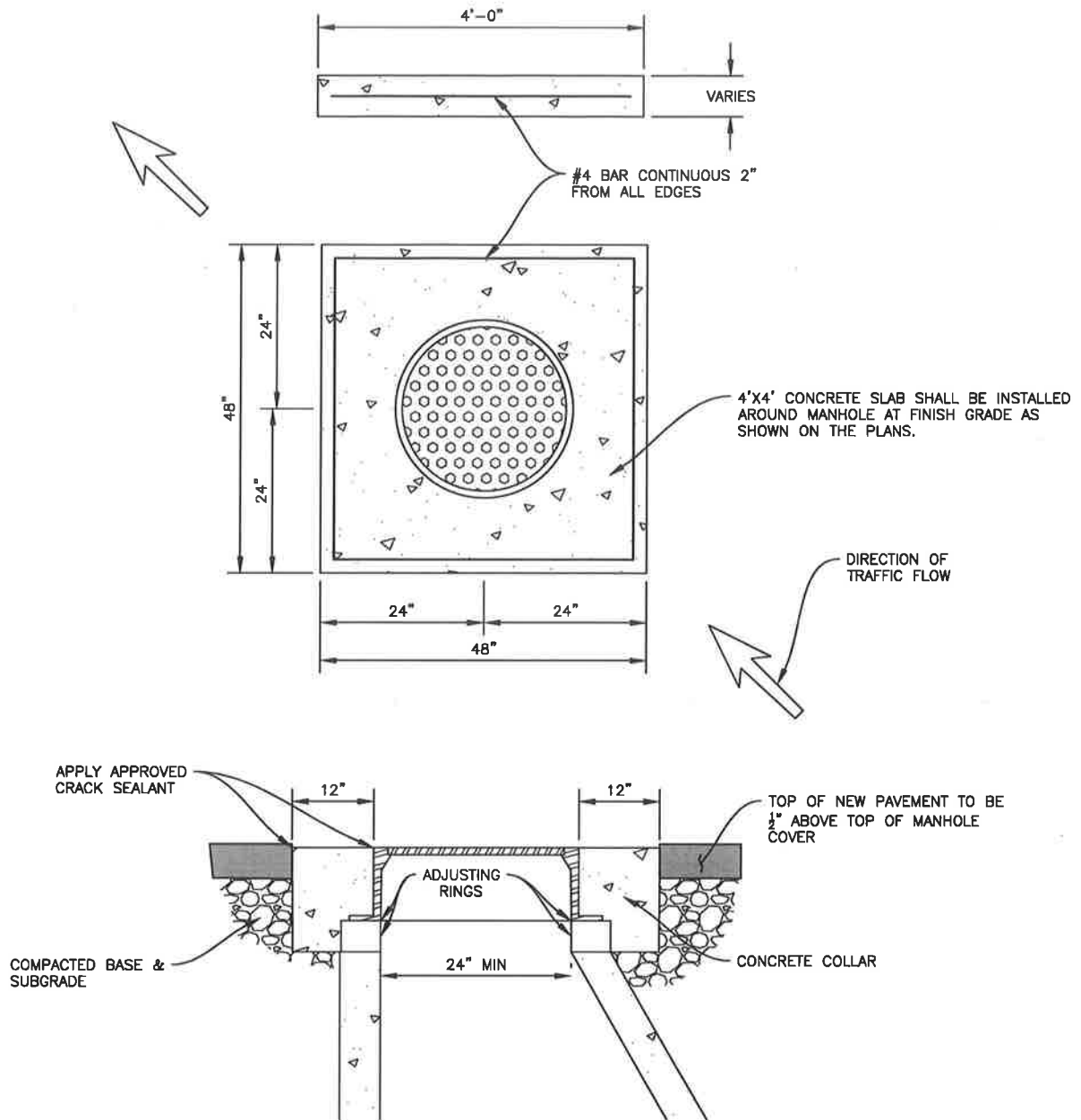
LANDER PUBLIC WORKS
STANDARD SPECIFICATIONS

NOT TO SCALE

STANDARD FLATTOP MANHOLE

STANDARD
DRAWING
L-02700-0

L:\Private\CLIENT FOLDERS\City Of Lander\Lander Standard Details\CAO\L-02700-05 Manhole Cover.dwg PLOT DATE:3/12/21 USER:ROBERTS



NOTES:

1. ADJUST MANHOLES UPWARD WITH ADJUSTING RINGS UNDER FRAME. ADJUST MANHOLE DOWNWARD BY REMOVING A PORTION OF THE MANHOLE RISER AND REBUILDING TO PROPER DIAMETER. SLOPE MANHOLE RING AS REQUIRED TO MATCH STREET GRADE AND CROSSLOPE. FINAL MANHOLE ADJUSTMENT WILL BE MADE AFTER PAVING AND BEFORE SEAL COATING.
2. THE JOINT BETWEEN PAVEMENT, RING, AND CONCRETE COLLAR SHALL BE SEALED WITH AN APPROVED CRACK SEALANT.

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FEB 2019

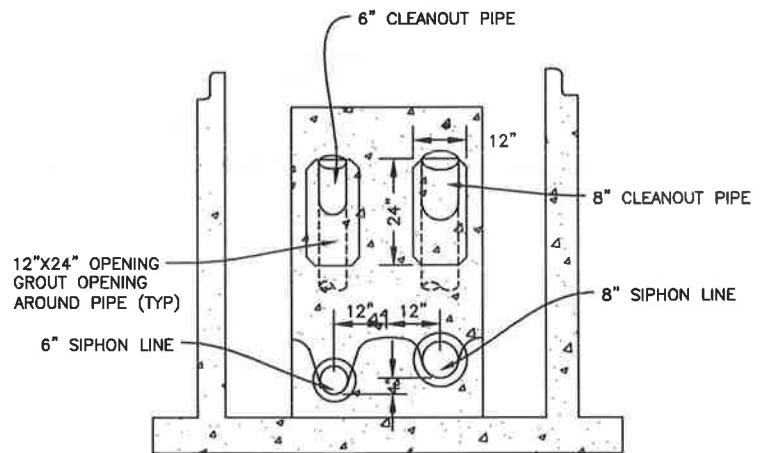
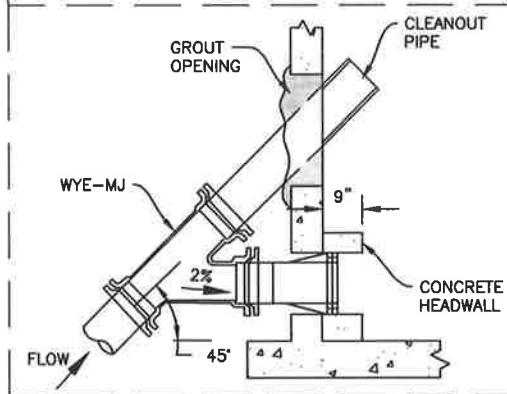
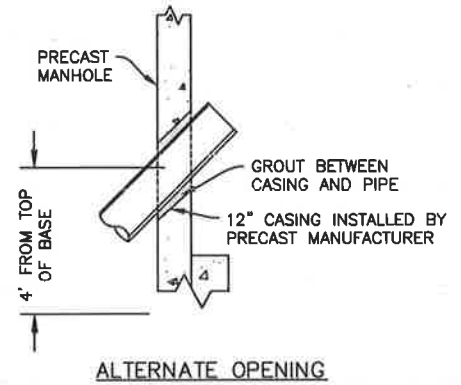
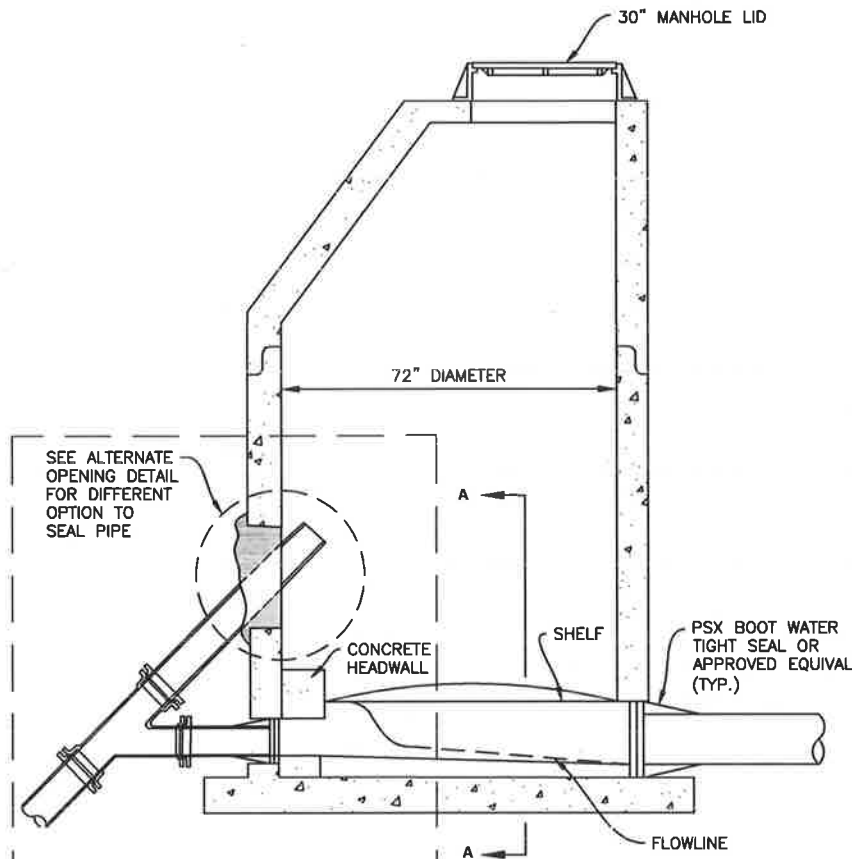
LANDER PUBLIC WORKS
STANDARD SPECIFICATIONS

NOT TO SCALE

MANHOLE COVER

STANDARD
DRAWING
L-02700-05

L:\Private\CLIENT FOLDERS\City of Lander\Standard Details\CAD\L-02700-07A.dwg Siphon Exit Manhole.dwg PLOT DATE: 3/12/21 USER: ROBERTS



SECTION A-A

NOTE:
1. INVERT OF 8" SIPHON LINE IS TO BE INSTALLED 4" HIGHER THAN 6" SIPHON LINE.

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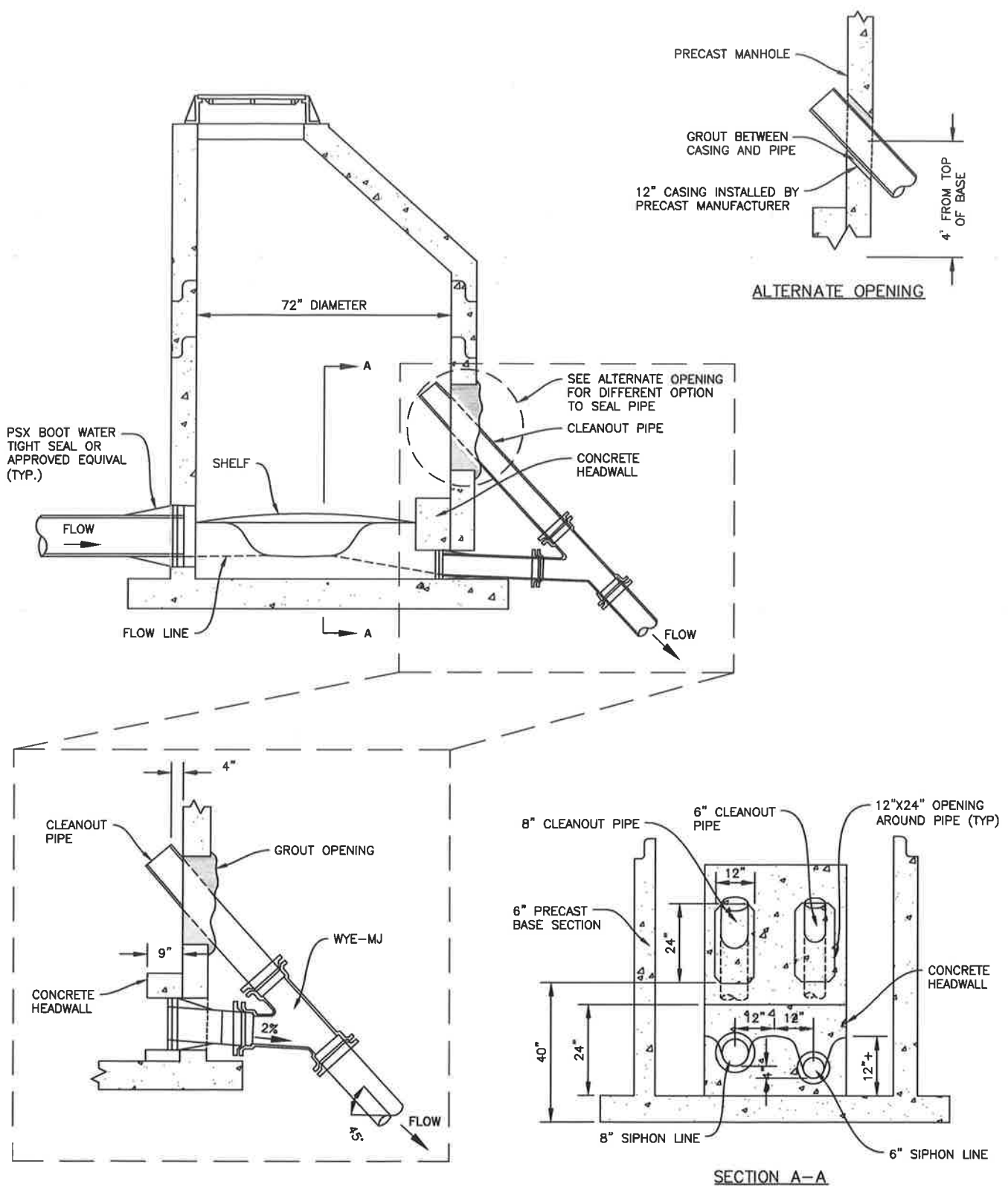
LANDER PUBLIC WORKS
STANDARD SPECIFICATIONS

NOT TO SCALE

DUAL SIPHON EXIT MANHOLE

STANDARD
DRAWING
L-02700-07

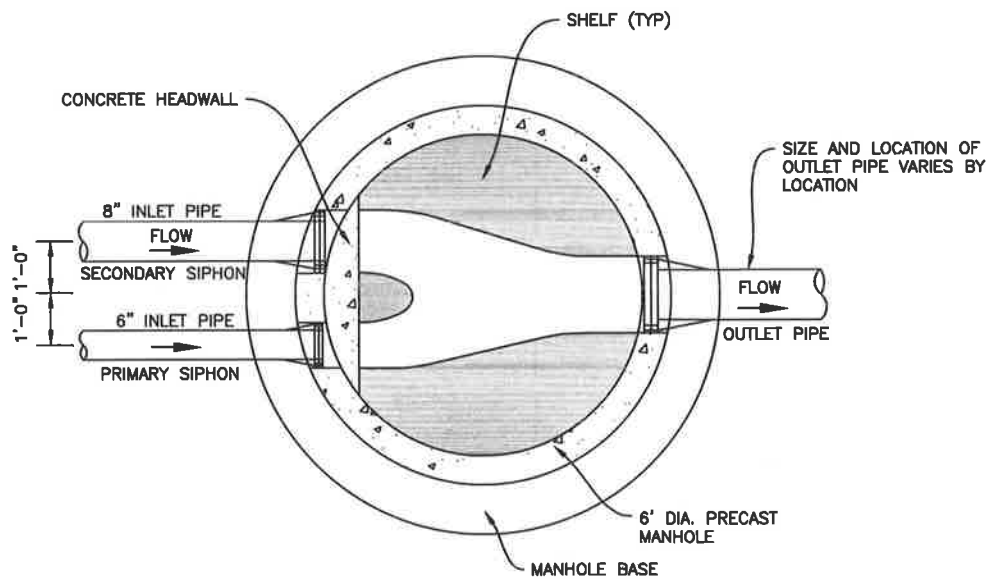
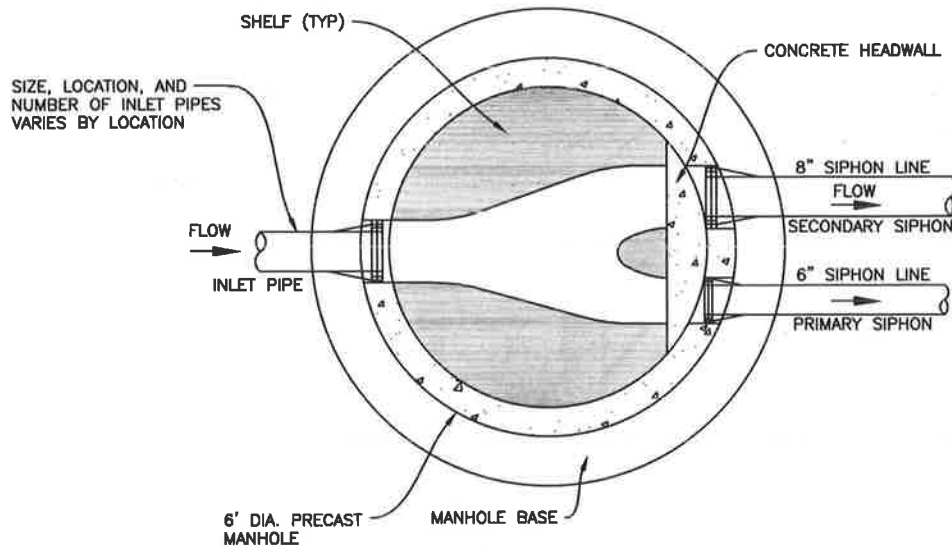
L:\Private\CLIENT FOLDERS\Civ. Of Lander\Standard Details\CAD_-02700-07B Dual Siphon Entrance Manhole.dwg PLOT DATE: 3/12/21 USER: BROBERTS



NOTE:
1. INVERT OF 8" SIPHON LINE IS TO BE
INSTALLED 4" HIGHER THAN 6" SIPHON LINE.

REVISED: FEB 2019	LANDER PUBLIC WORKS STANDARD SPECIFICATIONS	NOT TO SCALE	DUAL SIPHON ENTRANCE MANHOLE	STANDARD DRAWING L-02700-07B
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REVISED:
FEB 2019

LANDER PUBLIC WORKS
STANDARD SPECIFICATIONS

NOT TO SCALE

DUAL SIPHON MANHOLE LAYOUT

STANDARD
DRAWING
L-02700-07

END OF CITY OF LANDER SUPPLEMENTS TO THE WYOMING PUBLIC WORKS
STANDARD SPECIFICATIONS AND DETAILS

PASSED, ADOPTED AND APPROVED by the Mayor and City Council on the 10th day
of December 2024.

THE CITY OF LANDER
A Municipal Corporation

By _____
Monte Richardson, Mayor

ATTEST:

Rachelle Fontaine, City Clerk

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into this ____ day of _____, 2024, by and between the City of Lander, a Wyoming municipal corporation, duly created, incorporated and existing under the laws of the State of Wyoming, hereinafter referred to as “Lessor”, and Pushroot Community Garden, a nonprofit organization, thereafter referred to as “Lessee”.

RECITALS

WHEREAS, Lessor is the owner of the premises described herein, and desires to lease the premises to Lessee; and

WHEREAS, Lessee desires to lease the premises from Lessor for the purpose of operating and maintaining a community garden on the land; and

WHEREAS, the parties desire to enter into a lease agreement defining their rights, duties and liabilities relating to the premises.

WITNESSETH:

WHEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. DESCRIPTION OF PREMISES:

The Lessor, in consideration of the rents to be paid and the agreements to be performed by the Lessee, hereby lets, and the Lessee hereby rents from the Lessor the following described property, together with the improvements thereon and access thereto, herein referred to as “Leased Premises”, specifically:

A tract of land being a portion of Lot 5, Block 141, Gustin Addition to the Town (now City) of Lander, Wyoming, and the unplatted portion of the City of Lander located in the NE1/44NW1/4 of Section 18, Township 33 North, Range 99 West, 6th P.M., Fremont County, Wyoming, more particularly described as follows:

Beginning at Point No. 1, which point is the southeast corner said Lot. Thence proceed N73°58’00”W along the south line of said Block 141 a distance of 29.36 feet to Point No.2; thence proceed N0°02’00”E a distance of 111.63 feet to Point No.3; thence proceed N50°44’50”W a distance of 232.83 feet to Point No.5; thence proceed N16°02’00”E a distance of 55.81 feet, more or less, to Point No.6, which point is on the south line of

Amoretti Street, thence proceed S73°58'00"E along said south line a distance of 290.19 feet to Point No.7, thence proceed S0°02'00"W a distance of 322.8 feet, more or less, to Point No.8, which point is on the north line of Washakie Street, thence proceed N73°58'00"W a distance of 1.85 feet, more or less, to Point No.1, the point of beginning.

This tract of land contains 1.11 acres more or less.

2. AUTHORIZED USE:

The parties do hereby expressly acknowledge that this Lease is granted only for the purpose of providing a community garden, and similar or related activities, only in the public interest of the City of Lander. As such, Lessee shall keep and maintain the Leased Premises and all improvements thereon and parts thereof in good and substantial repair and condition.

Lessee shall not use the premises, or permit or suffer the use of the premises, or any part thereof, for any purpose that may be contrary to the laws of the United States, the State of Wyoming or the ordinances of the City of Lander, either as the same now are or may hereafter be enacted.

3. TERM:

This Lease shall be in full force and effect upon signing and remain in effect until December 1, 2026. Lessee shall have the right to renew this Lease for an additional two year period upon such terms, conditions and rental provisions as may be agreed upon in writing and as recommended by the aforesaid City of Lander at the time of such renewal. If Lessee desires to renew the lease, they shall give Lessor thirty (30) days written notice thereof immediately preceding the expiration of this initial Lease.

4. RENT:

The parties expressly agree that the community garden provides a beneficial service to the City and as such the term of this lease is of benefit to the stability of said service. As a result, Lessee shall pay rent to Lessor in the sum of \$100.00 per year, due on or before December 1 for each year of the lease.

5. POSSESSION:

Lessee shall have access to and be allowed occupancy and possession of the leased premises upon execution of the Lease Agreement.

6. ASSIGNMENT OR SUBLEASE OF LEASE:

Lessee may not assign or sublease the Leased Premises or any part thereof, or permit the premises to be used or occupied by others, unless they are a member and have signed and agree to abide by

the Community Garden Gardner Agreement and the Rules and Regulations of Pushroot Community Garden.

7. RIGHT OF ENTRY BY LESSOR:

The Lessor during the term of this lease, may enter the premises to view them. Lessor expressly covenants that any inspection on its part will not interfere with Lessee's quiet enjoyment of the premises or with Lessee's operation of its business on the Leased Premises.

8. REMOVAL OF EQUIPMENT, IMPROVEMENTS, ALTERATIONS, AND REMODELING BY LESSEE:

Any alterations to the leased premises are prohibited, unless approved in writing by Lessor. Any improvements to the premises made by Lessee during the term of this lease shall remain intact on the premises at the termination of this Lease and remain the property of Lessor at the expiration of this Lease. Upon termination, non-permanent fixtures and structures including but not limited to: sheds, benches, planting beds, soil, and compost shall be removed from the property, leaving the land in its previous undeveloped state as mutually agreed to by both parties.

9. NOTICES:

All notices to be given hereunder by either party shall be in writing and be given by personal delivery or certified mail, return receipt requested, to the Lessor at City of Lander, 240 Lincoln Street, Lander, WY 82520 and to the Lessee, Pushroot Community Garden, P.O. Box 838, Lander, WY 82520. The date of any notice by certified mail shall be deemed to be the date of certification thereof.

10. TAXES:

The Lessor is a governmental entity and not subject to tax. Lessee is neither subject nor obligated to pay any additional tax, property or otherwise, as part of this Lease Agreement.

11. UTILITIES AND MAINTENANCE:

As part of this Lease Agreement, Lessee agrees that it will pay for and be responsible for any and all utilities of any kind for the use of the Leased Premises. Existing service lines currently located on the Demised Premises are the responsibility of the Lessee; however, Lessee may make maintenance requests for said existing service lines. Lessor may, at their discretion, and if equipment and manpower are available, fulfill any said request.

12. TERMINATION/EXPIRATION:

The failure of either party, or its personnel, to abide by any of the terms, conditions, or requirements expressed in this Lease Agreement shall constitute a default, if not promptly corrected by the defaulting party upon receipt of a notice of deficiency and request for compliance from the other party. If such default continues uncorrected for thirty (30) days after service of the

notice of deficiency and request for compliance, the non-defaulting party may immediately terminate this Lease Agreement. Waiver of a default shall not be deemed to be a waiver of any subsequent default.

Lessee agrees to surrender the Leased Premises upon termination or expiration of this Lease Agreement to Lessor. Lessee shall quietly and peaceably surrender the Premises and the use of the Leased Premises in as good condition as the Premises was at the time of Lessee's entry onto the Leased Premises, normal wear and tear excepted.

13. INSURANCE:

Personal Property - It shall be Lessee's sole decision to insure its own personal property to be located or maintained on the Leased Premises.

Liability Insurance – Lessee shall maintain adequate liability insurance to fully protect both Lessee and Lessor from any and all loss or liability, for damage or injury to persons or property resulting from the Lessee's occupancy of the leased property. Lessee 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 (\$1,000,000.00) 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.

14. MISCELLANEOUS PROVISIONS

- A. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the respective parties hereto, and any entities resulting from the reorganization, consolidation or merger or either party hereto.
- B. The headings used in this Agreement are inserted for reference purposes only and shall not be deemed to limit or affect in any way the meaning or interpretation of any of the terms or provisions of this Agreement.
- C. This Agreement constitutes the entire understanding and agreement between the parties relating to the subject matter hereof and supersedes all prior agreements, representations or understandings between the parties relating to the subject matter hereof.
- D. This Agreement may be signed upon any number of counterparts with the same effect as if the signature to any counterpart were upon the same instrument.
- E. This Agreement may not be modified except by an instrument in writing signed by the parties hereto.
- F. All exhibits to this Agreement shall be deemed part of this Agreement and incorporated herein as if fully set forth herein. Failure to attach any exhibits hereunder shall not

invalidate this Agreement, it being understood that the same are available from the books or record of the parties.

- G. This Lease, supersedes all prior negotiations, representations, leases, or other contracts, either written or oral.
- H. The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Lease Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Lease Agreement shall operate only between the parties to this Lease Agreement and shall inure solely to the benefit of the parties to this Lease Agreement. The provisions of this Lease Agreement are intended only to assist the parties in determining and performing their obligations under this Lease Agreement.
- I. Lessee shall save and keep Lessor harmless from any and all liability, damages or injury resulting from the use and occupancy of said premises by Lessee. Lessee shall be liable for any loss and damage to Lessee's property as a result of fire or other cause, including vandalism, malicious mischief or other criminal activity.
- J. The State of Wyoming and the Lessee do not waive sovereign immunity by entering into this Lease and the Lessor does not waive governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to Wyo. Stat. § 1-39-101, *et. seq.* and all other applicable law. Designations of venue, choice of law, enforcement actions, and similar provisions should not be construed as a waiver of sovereign immunity.
- K. The construction, interpretation, and enforcement of this Lease Agreement shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Lease and the parties, and the venue shall be the First Judicial District, Laramie City, Wyoming.

[REMAINDER OF PAGE LEFT BLANK]

Signatures. The parties to this Lease Agreement, through their duly authorized representatives, have executed this Lease Agreement on the dates set out below, and certify that they have read, understand, and agree to the terms and conditions of this Lease Agreement.

IN WITNESS WHEREOF the parties have executed this instrument of the ____ day of _____, 2024.

CITY OF LANDER

BY: _____
Monte Richardson, Mayor

ATTEST:

Rachelle Fontaine, City Clerk

**PUSHROOT COMMUNITY GARDEN
Lander, Wyoming**

BY: _____
Tony Baeten,
Board Member

ATTEST:

Date of Issuance: 11/25/24

Effective Date: upon full execution

Owner: City of Lander

Owner's Contract No.:

Contractor: High Country Construction

Contractor's Project No.:

Engineer: HDR Engineering, Inc.

Engineer's Project No.: 10193520

Project: Tank and Pump Station

Contract Name: Lander High Pressure Water
System Upgrades – Phase III Projects

The Contract is modified as follows upon execution of this Change Order:

Description: See attached letter detailing Contractor delay request and evaluation. Contract Substantial Completion Date is being extended to 4/15/2024, which includes 50 calendar days and a winter shutdown added to contract.

No further time will be allowed given funding deadline with Wyoming Water Development funding.

Project time extension contingent on City Council and Funding Agency approvals.

Attachments: *Recommended Contract Extension for Contractor Letter*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$ <u>9,484,375.50</u>	Original Contract Times: Substantial Completion: <u>6/26/2024</u> Ready for Final Payment: <u>7/26/2024</u>
Increase from previously approved Change Orders No. <u>0</u> to No. <u>2</u> : \$ <u>48,506.94</u>	Increase from previously approved Change Orders No. <u>0</u> to No. <u>2</u> : Substantial Completion: <u>12/18/2024</u> Ready for Final Payment: <u>30 calendar days after substantial completion</u>
Contract Price prior to this Change Order: \$ <u>9,532,882.44</u>	Contract Times prior to this Change Order: Substantial Completion: <u>12/18/2024</u> Ready for Final Payment: <u>30 calendar days after substantial completion</u>
Increase of this Change Order: \$ <u>0.00</u>	Increase of this Change Order: Substantial Completion: <u>50 calendar days + winter shutdown, but no later than 4/15/2025</u> Ready for Final Payment: <u>no change</u>
Contract Price incorporating this Change Order: \$ <u>9,532,882.44</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>4/15/2025</u> Ready for Final Payment: <u>30 calendar days after substantial completion</u>

RECOMMENDED:		ACCEPTED:		ACCEPTED:	
By: <u>Paul M. Shelly</u>	By: _____	By: <u>W. C. C.</u>	By: _____	By: _____	By: _____
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)			
Title: <u>Project Manager</u>	Title: _____	Title: <u>President</u>	Title: _____	Title: _____	Title: _____
Date: <u>11/25/2024</u>	Date: _____	Date: <u>11/26/24</u>	Date: _____	Date: _____	Date: _____



November 25, 2024

Mr. Lance Hopkin, PE
City Engineer/Public Works Director
City of Lander, WY
240 Lincoln Street
Lander, WY 82520

Project: Lander Tank and Pump Station

Regarding: Recommended Contract Extension

Dear Mr. Hopkin,

Given the approaching project Substantial Completion date of 12/18/24 and known Contractor delays, we have requested that High Country Construction (HCC) provide an updated schedule with a letter detailing the reasons for the delays, and their proposed revised Substantial Completion Date. The Contractor provided such a letter (attached), in which they requested a revised Substantial Completion Date of 4/15/2024, and further indicating that they intend to start work on the project in early March 2025. They also indicate their intent to have a winter shutdown between mid-December 2024 and early March 2025.

There are costs associated with the delay in project completion. We have sent you a separate letter detailing HDR's anticipated extra costs. The City may also have extra costs in staff hours, heating buildings, etc. due to the delays. As discussed, the City may be entitled to liquidated damages from the Contractor to cover these additional costs if no extension is given. The City may also waive the damages at its discretion even if no extension is granted. Finally, the City may also negotiate a reduced amount of liquidated damages to compensate for these costs while still granting the extension. These damages could then escalate to the full amount stipulated within the Contract after the revised Substantial Completion Date.

HCC described four major items that caused their delay and associated days requested. Below we review each major item with a summary and recommendation:

1. A delay in pump skid delivery by Grundfos, for which they requested 40 days,

Depending upon how the specification is interpreted regarding Contractor delays (EJCDC 700 General Conditions (GC) Section 4.05 - Delay's in Contractor's Progress, the Contractor could be allowed for additional time for this item. They provided documentation showing their repeated attempts to work with their supplier on ship dates. Paragraph B states that *"Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of the Contractor."* One could argue that this was out of their and their supplier's control and assigns delays to factory/with the manufacturer of the pump skid. One could also interpret the supplier as being synonymous with manufacturer, and argue that the delay from the manufacturer is "within the control" of the Contractor.

The pump skid delivery was delayed from an original date of 6/24/24 to 8/19/24. This is a 56 calendar day duration. Our records suggest HCC diligently sought to avoid this delay through active correspondence and

communication with their supplier, and as such this delay was beyond their control. For that reason, we recommend a more lenient interpretation of the specification and **that additional time be granted for this item of 40 calendar days.**

2. A delay in electrical subcontractor Bar-T performing their work, for which they requested 50 days,

Because this item was completely within the control of the Subcontractor to complete in a timely manner, and interpreting GC 4.05.B, we recommend **no additional time is granted** for this item.

3. A delay caused by inability to perform a “Hot-Tap” installation for the Mager vault due to found clearances in the field, for which they requested 10 days,

This item was not in control of the Contractor. Therefore, we recommend that **10 calendar day extension be granted.**

4. Delay caused by repairs needing to be made to the Tank by subcontractor DN Tank due to leakage of the new tank, for which they requested 5 days.

This item can be done simultaneously with other items, so **we don’t recommend additional time be granted for this item.**

If substantial completion is not reached by April 15th, 2025, it will jeopardize the City’s ability to use grant funding for this project, as the grant funding will expire on June 30th, 2025. We estimate the final pay request (not including retainage) must be approved by City Council at the June 2025 council meeting, so the project must have a Final Completion Certificate by roughly May 15th, 2025. The Contractor has 30 days after substantial completion to reach final completion. **All told, we recommend, contingent on funding agency concurrence, extension of the contract by 50 calendar days but not such that the substantial completion date will be later than April 15, 2025.** We have attached the draft change order for your use.

Sincerely,
HDR Engineering, Inc.


Uriel M Shelby, PE
Project Manager

Copy to: Hunter Roseberry: Assistant Public Works Director, Wade Verplancke – WWDO Project Manager, Dave Pendelton: AML Project Manager, Bill Moran: Dakotas/Wyoming Water Lead, Heath Turbiville: Wyoming Principal Engineer, Marcus Krall: Lander Office / Wyoming Water Lead.

Attachments: Contractor Letter regarding project delays, draft change order



**High Country Construction
Lander, Wyoming
307-332-4933**

November 21, 2024

HDR
325 Main Street
Lander, WY, 82520

RE: Lander High Pressure Water System Upgrades.
Contract Extension

Uriel,

We are requesting additional time on the Lander High Pressure Project due to numerous delays on the project. As you are aware this project is very complicated with a strict sequencing to be able to complete the project. High Country Construction, Inc. (HCC) has made every effort to complete the project in a timely manner, but due to delays in submittal revisions, material delivery, and subcontractor non performance we are in a situation where we will likely be unable to complete the project on time. It would be in the best interest of all involved for us to get the tank and pump station online and then complete the remainder of the work in the spring. Representatives for SCADA and PRV's have been scheduled to be on site December 2, 2024 for start-up.

The pumps for the pump station have been a major setback on the project. The submittal process started on 7/24/23 and was finalized on 3/4/24. This issue is completely due to the slow responses from the supplier of the pump system. HDR was timely in their responses back to the supplier, but there seemed to be either a delay or some disconnect with the pump manufacture Grundfos. After approval we also had several delays and changes of the actual delivery date to the project. First ship date was 6/24/24, then 7/22/24, and actual delivery was 8/19/24. The pumps were the driving force of the us completing the pump station. HCC was constantly updating our electrical subcontractor, Bar-T Electric, as to the arrival of the pumps and when they would be on site. The uncertainty of delivery also effected when Bar-T could move onsite. As with any subcontractor they have other work and the constant shifting schedule effects them as well. Our plan was for the electrical contractor to start at the pump station, move to the tank site, and then the PRV's. The delays on the pumps pushed a tight schedule at the end of the year to one with little room for problems.

The items on the critical path focused around the completion of the tank and pump station. As part of this, the delay in the pump delivery in turn delayed the scheduling of our electrical contractor. Timely delivery of the pumps would have allowed for the pump station to have been completed prior to the completion of the tank. As follows, this would have allowed our electrical contractor to move to the tank upon its completion, with the pump station being completed while avoiding potential on-site/off-site of our electrical contractor. It was the intent that once the tank was completed, with DN Tanks still on-site, the leak test could be performed and examined. Upon a successful leak test the intent was to put the system online, including the pump station, so that any work which required the pump station being online could commence.

HCC was unable to complete the Hot Tap for the Mager line due to the existing lines being too close to each other. The hot tap machine would not be able to fit between the lines so we will require a shutdown of the tie in line to complete the work. By requiring a shutdown this moves the work to having both the pump station and tank online. HCC completed as much work as makes sense to help us quickly get everything hooked up once we are able to complete the work.

Currently we are dealing with Bar-T being on site and completing the electrical work. It is easy to say we should replace them and move forward, but it is more difficult than just finding another electrical contractor. There are materials involved and also the knowledge of the project. We had been told that once they were on site they would be here with the exception of a week in Montana. The week turned into 3 Weeks which would have had us completed with the electrical at the Ellis vault and on to the pump station by November 4th.

Currently we had an issue with water seeping out of the bottom of the tank that was repaired by DN Tanks, the tank subcontractor. This also caused delays in getting the tank backfilled. Due to the electricians not having the Ellis tank wired, and our plan to put the water used for the leak test to be put back into the system we were unable to fill the tank any sooner. If we would have been able to fill the tank as soon as it was ready DN Tanks would have been on site to make repairs.

Some of the delays could have been better planned for, but we had no control on the material delivery and it is easier to make decisions on subcontractors in hind sight. We feel we made the best decisions for the information we had on hand.

In regard to the Lincoln Street Improvement Project, our current schedule for this project is set to start at the beginning of April 2025. Given the additional days we would request on the Lander Tank Project, there would be some overlap. Currently we would anticipate to start the remaining work in the first week of March, weather permitting. With the remainder of work to be completed we anticipate completion to be the week of 4/14/25. The last weeks of the work on the Lander High Pressure project will be able to be completed by a smaller crew that could be pulled from a different crew if required. The work such as demo, punch list, and miscellaneous work could be completed by the smaller crew. As for the overlap we don't see a huge issue. We will have to have temperatures that will be warm enough so that the temporary water will not freeze. This is part of the reason we have scheduled a start in early April. Please see below for a summary of extra days requested based on current delays.

- Russell/Grundfos – 40 Days
 - Based on original delivery date received in June 2024 to actual delivery in August 2024 plus modifications made once received
- Bar-T – 50 days

- Poor communication from Bar-T on scheduling sent out in June 2024 to confirmation of being on site the second week of September 2024. Inclusion of 3 weeks being off site once work had begun as well as 4-day weeks when on site
- Mager - 10 days
 - Mager moved to Critical Path due to not being able to hot tap.
- DN Tanks – 5 Days
 - Based on diagnosis by DN Tanks to repair completion

Given that the schedule focused on delivery of the pumps and the overlapping work from Bar-T would have coincided at the same time, we feel that 50 working days combined would be needed pertaining to remaining work. In regard to anticipated weather days, given the unpredictable winter conditions, we feel that an additional 15 days be figured into the contract extension. We request a total of 65 days be added to the contract to complete the remaining work as well as account for potential weather delays. This amount of time coincides with the number of days in our winter shutdown as well as be conservative considering the time of year.

We have had a discussion with the Owner of Bar-T as to planning on completing as much of the remaining work possible prior to shutting down for the winter, and the importance of a timely return next year. Our plan is for the Electrical to be completed at the Ellis Vault (minus Gate control), the pump station, Mager work, and the Rodeo with the exception of the actuated valve vault. HCC has discussed completing any trenching required to help get the conduit in the ground and avoid excessive frost. The remaining electrical work would be minimal to complete. Jonathon Robbins the owner of Bar-T Electric is in agreement with the plan.

If you have any questions, please call Chad at 307-330-8175.

Thank you,

Chad Connell
President
High Country Construction, Inc.

DATE	Grundfos Pump	DATE	Bar-T	
7/12/2024	First Submittal sent to HDR			
9/12/2023	First Submittal response from HDR received and sent back to Russell Pumps	3/1/2024	Reached out in regard to meeting with City of Lander & Dorsett	
		3/4/2024	Meeting information forwarded	
		3/12/2024	Meeting with SCADA & City	
		WE 4/26/24	Phone call in regard to temp power at Ellis	
10/18/2024	RFI from Kevin Maughan with Russell sent to HDR	4/30/2024	Follow up on temp power scheduling	
12/12/2023	RFI response from HDR received and sent back to Russell	5/7/2024	Sent pictures of box, also indicated pole has been set for temp power	
1/26/2024	Returned submittal from HDR to Russell	6/14/2024	Sent out email indicating scheduling. Scheduling based on original delivery date of pump skid on 6/24. Indicated week of 7/22 as possible start date	
2/8/2024	HCC emailed Russell to check up on Submittal. Asked for lead time and anticipated delivery. Russell responded same day stating they are hesitant on a date as the submittal requests from HDR are slight design changes	9/19/2024	Indicated HVAC was done, gave update that the temp power could be put back in to the new building.	
2/22/2024	HCC reached out for update. Russell responded same day indicating they would have submittal ASAP	9/19/2024	Phone call from Bar-T said they would be on site week of 9/23/24. Let Shane White and City know at weekly meeting. Let Bar-T know the information they had requested from Shane White.	
2/29/2024	Received submittal revision and sent to HDR	9/23/2024	Bar-T on-site around noon	
2/29/2024	Indicated putting schedule together and precast buildings were tentative for mid May. Asked if deilvery of mid May/June was reasonable. Correspondence between Uri and Landon on Pump Curve request and integrated VFD requirment: Sent at 2:59 pm received by from Landon by 4:40 pm	9/30-10/4	Bar-T off site all week - Montana job	
3/4/2024	Returned submittal from HDR to Russell	10/7/2024	Bar-T back on site. Indicated that we are having Dorsett on call for our weekly meeting and having someone from Bar-T on the call would be beneficial.	
3/11/2024	Russell reached out for shipping address	10/10/2024	Met with Ryan from Bar-T. Indicated that 3 weeks from now the Ellis vault should be completed and ready for permanent power. Included one week off site.	
3/20/2024	HCC reached out asking for potential delivery date	10/14/2024	Forward responses from RFI to Bar-T	
4/1 & 4/9	Reached out to Russell on potential ship date	10/18/2024	Received email that Bar-T will not be on site week of 10/21	
4/9/2024	Received word from Russell that the pump would ship on 6/24/24	10/21/2024	Reached out for more information on Bar-T's schedule indicating that the critical path is dependent on their schedule and that this was based on completion of the Ellis vault by 11/1/24	
6/6/2024	Tank for pump skid arrived at HCC yard			
6/21/2024	Russell indicated issues from Grundfos in regard to the liquid level switch and causes a delay of delivery until November. Provided potential work arounds to get delivery. Forwarded correspondence to HDR.			
6/24/2024	HDR responded with proposed solution as provided by Russell/Grundfos to get pump skid ASAP			
7/2/2024	Reached out to Russell requesting information on a shipping date			
7/11/2024	Reached out to Russell requesting information on a shipping date. Response same day with delivery of			
8/12/2024	Reached out to Russell to confirm ship date. Informed that ship date was pushed to 8/15.			
8/14/2024	Russell received confirmation that the pump was loaded and will depart on 8/15			
8/19/2024	Pump arrived at HCC			
10/15/2024	Russell indcated that the liquid level switch would be arriving that week and delivered by Landon.			

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10/15/2024	Russell indcated that the liquid level switch would be arriving that week and delivered by Landon.			

Lander Tank - Approved Submittal

37 messages

Nicholas Newman <nickn@highcountryconst.com>
To: Landon Blakeley <landon@russellpumps.com>
Cc: Chad Connell <chadc@highcountryconst.com>

Wed, Mar 6, 2024 at 10:01 AM

Landon,

Attached you will find the approved submittal for the pump skid. When you have an idea of any lead time please let me know.

Thank you,

--
Nicholas Newman - EIT
Estimator/Project Manager



High Country Construction
Lander, Wyoming
307-332-4933

High Country Construction, Inc.
[Visit HCC on Facebook](#)

 **43231_13_Pump Station System_REV3_030424_HDR_Review_A.pdf**
16602K

Landon Blakeley <landon@russellpumps.com>
To: Nicholas Newman <nickn@highcountryconst.com>
Cc: Chad Connell <chadc@highcountryconst.com>

Wed, Mar 6, 2024 at 8:15 PM

That's great news! I will update you as soon as we hear back from Grundfos.

Thanks,

Landon

[Quoted text hidden]

Landon Blakeley <landon@russellpumps.com>

Mon, Mar 11, 2024 at 10:49 AM

To: Chad Connell <chadc@highcountryconst.com>, Nicholas Newman <nickn@highcountryconst.com>, Molly Jensen <molly@russellpumps.com>

Good Morning,

Where will the station be shipped to?

Can I use you both as contacts for the freight carrier? I have Chad's cell number, 307-330-8175, but what number can we use for Nick?

Thanks,

Landon

On Thu, Mar 7, 2024 at 3:34 PM Chad Connell <chadc@highcountryconst.com> wrote:

Landon,

Attached is the signed updated quote.

Thank You,

Chad Connell

President

High Country Construction, Inc.

307-332-4933

307-330-8175 Cell

Section 11, Item H.



From: Landon Blakeley <landon@russellpumps.com>

Sent: Thursday, March 7, 2024 3:14 PM

To: Chad Connell <chadc@highcountryconst.com>

Subject: Re: Lander Tank - Approved Submittal

Good Afternoon Chad,

Please return a signed copy of the quote as we discussed on the phone. Please let me know if you have any questions.

Thanks,

Landon

On Wed, Mar 6, 2024 at 8:15 PM Landon Blakeley <landon@russellpumps.com> wrote:

That's great news! I will update you as soon as we hear back from Grundfos.

Thanks,

Landon

On Wed, Mar 6, 2024 at 10:01 AM Nicholas Newman <nickn@highcountryconst.com> wrote:

Landon,

Attached you will find the approved submittal for the pump skid. When you have an idea of any lead time please let me know.

Thank you,

--

Nicholas Newman - EIT

Estimator/Project Manager

High Country Construction, Inc.

[Visit HCC on Facebook](#)

Nicholas Newman <nickn@highcountryconst.com>
To: Landon Blakeley <landon@russellpumps.com>
Cc: Chad Connell <chadc@highcountryconst.com>, Molly Jensen <molly@russellpumps.com>

Mon, Mar 11, 2024 at 2:03 PM

Landon,

You can ship this to our yard at 2077 N 2nd St, Lander, WY 82520. My cell is 3073307161.

Nick
[Quoted text hidden]

Nicholas Newman <nickn@highcountryconst.com>
To: Landon Blakeley <landon@russellpumps.com>
Cc: Chad Connell <chadc@highcountryconst.com>, Molly Jensen <molly@russellpumps.com>

Wed, Mar 20, 2024 at 9:43 AM

Landon,

I wanted to touch base with you to see if you had heard anything on a potential delivery date for the pump skid.

Thank you,

Nick
[Quoted text hidden]

Landon Blakeley <landon@russellpumps.com>
To: Nicholas Newman <nickn@highcountryconst.com>
Cc: Chad Connell <chadc@highcountryconst.com>, Molly Jensen <molly@russellpumps.com>

Thu, Mar 21, 2024 at 10:09 AM

Good Morning,

We're pressing Grundfos as hard as possible to get us an estimated ship date. We will update you as soon as possible. Apologies for the untimeliness.

Landon
[Quoted text hidden]

Nicholas Newman <nickn@highcountryconst.com>
To: Landon Blakeley <landon@russellpumps.com>
Cc: Chad Connell <chadc@highcountryconst.com>, Molly Jensen <molly@russellpumps.com>

Thu, Mar 21, 2024 at 11:44 AM

Landon,

Thanks for the update

Nick
[Quoted text hidden]

Nicholas Newman <nickn@highcountryconst.com>
To: Landon Blakeley <landon@russellpumps.com>
Cc: Chad Connell <chadc@highcountryconst.com>, Molly Jensen <molly@russellpumps.com>

Mon, Apr 1, 2024 at 2:34 PM

Landon,

By chance have you heard anything from Grundfos?

Nick
[Quoted text hidden]

Nicholas Newman <nickn@highcountryconst.com>
To: Landon Blakeley <landon@russellpumps.com>
Cc: Chad Connell <chadc@highcountryconst.com>, Molly Jensen <molly@russellpumps.com>

Tue, Apr 9, 2024 at 9:32 AM

Has there been any word from Grundfos yet?

[Quoted text hidden]

Section 11, ItemH.

Landon Blakeley <landon@russellpumps.com>
To: Nicholas Newman <nickn@highcountryconst.com>
Cc: Chad Connell <chadc@highcountryconst.com>, Molly Jensen <molly@russellpumps.com>

Tue, Apr 9, 2024 at 4:05 PM

Nick,

We just received a ship date of 6/24/24. I will update you if we see any changes.

Thanks,
Landon

[Quoted text hidden]

Nicholas Newman <nickn@highcountryconst.com>
To: Landon Blakeley <landon@russellpumps.com>
Cc: Chad Connell <chadc@highcountryconst.com>, Molly Jensen <molly@russellpumps.com>

Wed, Apr 10, 2024 at 9:01 AM

Landon,

Thank you for the update.

Nick
[Quoted text hidden]

Landon Blakeley <landon@russellpumps.com>
To: Nicholas Newman <nickn@highcountryconst.com>
Cc: Chad Connell <chadc@highcountryconst.com>, Molly Jensen <molly@russellpumps.com>, Tera Anderson <tera@russellpumps.com>

Thu, Jun 6, 2024 at 4:15 PM

Good Afternoon,

We received a confirmation from Grundfos that the tank for this project was delivered to 2077 North Second Street, Lander, WY, 82520. Can you confirm that it arrived?

I apologize, we didn't receive any notification that the tank was ready for shipment so we couldn't offer any advanced notice that it was coming.

Thanks,
Landon
[Quoted text hidden]

Chad Connell <chadc@highcountryconst.com>
To: Landon Blakeley <landon@russellpumps.com>, Nicholas Newman <nickn@highcountryconst.com>

Fri, Jun 7, 2024 at 7:17 AM

Landon,

The tank is at our yard in Lander.

Thank You

[Quoted text hidden]
[Quoted text hidden]

||

Landon Blakeley <landon@russellpumps.com>
To: Chad Connell <chadc@highcountryconst.com>
Cc: Nicholas Newman <nickn@highcountryconst.com>

Fri, Jun 7, 2024 at 7:30 AM

Thank you!
[Quoted text hidden]

Landon Blakeley <landon@russellpumps.com>

Fri, Jun 21, 2024 at 3:33 PM

To: Chad Connell <chadc@highcountryconst.com>

Cc: Nicholas Newman <nickn@highcountryconst.com>, Molly Jensen <molly@russellpumps.com>

Section 11, Item H.

Good Afternoon,

Grundfos has hit a snag in production. The liquid level switch included in the design that detects water in the suction side of the station has been delayed until November. We have a few options available to select as a course of action to avoid delaying the station shipment.

1. The station could ship soon without the LLS. The LLS would be provided by Grundfos as soon as it's available and installed on the station when it arrives. This would likely be late October/early November. All provisions for field mounting the sensor would still be provided by Grundfos. Grundfos does not recommend running the station, even temporarily, without a device in place to monitor the presence of water in the suction line.

2. Grundfos has proposed using a pressure transducer in place of the LLS. If 15psi will be present at all times during standard operation a transducer can be used in place of the liquid level sensor. Instead of blocking the pumps from operating based on the presence of water it would utilize a pressure signal from the transducer. If the suction pressure dropped to below 15psi, the pumps would not run.

3. We proposed supplying Grundfos with a LLS produced by an alternate manufacturer that could be installed with the station. However, Grundfos will not install it with the station and it would likely have some implications if a warranty scenario arose. I think we'd all like to avoid that, but a 3rd party LLS installed in the station after it arrives is an option.

I think our best option would be to utilize the suction pressure transducer, even if we only operate the station this way temporarily. However, we can only utilize it if the standard operating pressure of the suction line is 15PSI or higher. If this is agreeable to the engineer and the customer, please confirm the incoming pressure.

Please let me know if you have any questions. If this is a possibility please let me know and we can get cut sheets for the transducer to you to provide to the engineer for written approval.

Thanks,

Landon

[Quoted text hidden]

Nicholas Newman <nickn@highcountryconst.com>

Mon, Jun 24, 2024 at 9:14 AM

To: "Shelby, Uriel" <uriel.shelby@hdrinc.com>

Uri,

We have just gotten this information from our supplier at Russell Pumps. The pump was supposed to ship today, but if you wouldn't mind looking over the options Landon has provided and get back to me that would be great. It seems this could still be shipped and arrive here so that we can proceed as planned per schedule.

Nick

[Quoted text hidden]

Shelby, Uriel <uriel.shelby@hdrinc.com>

Mon, Jun 24, 2024 at 9:37 AM

To: Nicholas Newman <nickn@highcountryconst.com>

Cc: 10193520_LanderHPWM-P3 Tank&PumpStation <10193520_LanderHPWM-P3Tank&PumpStation@hdrinc.com>, "Shelby, Uriel"

<Uriel.Shelby@hdrinc.com>

Nick,

I'd like them to provide the temporary transducer and ship now so that we can still get the pump skid online to use so you can do you other tie ins, etc. Suction side pressure shouldn't drop below 15 psi for these applications.

I'd still like to have the Grundfos supplied LLS as soon as they can get it, then run through all the flow regimes specified after they have supplied the full set up for an official startup. November will be cutting it very close for you guys with project completion timeline.

Thanks,

Uriel Shelby, PE

D 307.228.6075 M 307.349.4660

From: Nicholas Newman <nickn@highcountryconst.com>

Sent: Monday, June 24, 2024 9:15 AM

To: Shelby, Uriel <uriel.shelby@hdrinc.com>

Subject: Fwd: Lander Tank - Approved Submittal

CAUTION: [EXTERNAL] This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

[Quoted text hidden]

Nick

[Quoted text hidden]

[Quoted text hidden]

||

Nicholas Newman <nickn@highcountryconst.com>

Mon, Jun 24, 2024 at 10:40 AM

To: Landon Blakeley <landon@russellpumps.com>

Cc: Chad Connell <chadc@highcountryconst.com>, "Shelby, Uriel" <uriel.shelby@hdrinc.com>, Dan Harris <danh@highcountryconst.com>

Landon,

Please see Uri's response below in regard to the Grundfos pump.

As of now, we have built our schedule around the delivery of this pump. Provided that the transducer is supplied, what kind of delivery date can we expect?

Being that our first submittal was sent in July of 2023 and that the last revision from Grundfos took almost four months to be returned, Uri is not being too forgiving. With the LLS being delayed out until Oct/Nov, this could potentially be putting us on penalty days subject to liquidated damages for items we have not had any control over, which could be passed on.

If there are any questions/concerns or additional information you would like please let me know so that we can keep this moving.

Thank you,

Nick.

----- Forwarded message -----

From: **Shelby, Uriel** <uriel.shelby@hdrinc.com>

Date: Mon, Jun 24, 2024 at 9:37 AM

Subject: RE: Lander Tank - Approved Submittal

To: Nicholas Newman <nickn@highcountryconst.com>

Cc: 10193520_LanderHPWM-P3 Tank&PumpStation <10193520_LanderHPWM-P3Tank&PumpStation@hdrinc.com>, Shelby, Uriel <Uriel.Shelby@hdrinc.com>

Nick,

I'd like them to provide the temporary transducer and ship now so that we can still get the pump skid online to use so you can do you other tie ins, etc. Suction side pressure shouldn't drop below 15 psi for these applications.

I'd still like to have the Grundfos supplied LLS as soon as they can get it, then run through all the flow regimes specified after they have supplied the full set up for an official startup. November will be cutting it very close for you guys with project completion timeline.

Thanks,

Uriel Shelby, PE

D 307.228.6075 M 307.349.4660

||

Landon Blakeley <landon@russellpumps.com>

Tue, Jun 25, 2024 at 1:41 PM

To: Nicholas Newman <nickn@highcountryconst.com>

Cc: Chad Connell <chadc@highcountryconst.com>, "Shelby, Uriel" <uriel.shelby@hdrinc.com>, Dan Harris <danh@highcountryconst.com>, Molly Jensen <molly@russellpumps.com>

Thank you,

We will proceed as you instructed.

Landon
[Quoted text hidden]

Nicholas Newman <nickn@highcountryconst.com> Tue, Jul 2, 2024 at 10:55 AM
To: Landon Blakeley <landon@russellpumps.com>
Cc: Chad Connell <chadc@highcountryconst.com>, "Shelby, Uriel" <uriel.shelby@hdrinc.com>, Dan Harris <danh@highcountryconst.com>, Molly Jensen <molly@russellpumps.com>, swhite@landerwyoming.org

Landon,

When you get any update on a tentative delivery date would you please let me know? I have spoken with Shane White with the City of Lander in regard to scheduling the SCADA contractor to be onsite. As of now they would be needing a 3 week notice and I would just like to keep things up to date as possible to keep this moving forward smoothly.

Thank you,

Nick
[Quoted text hidden]

Nicholas Newman <nickn@highcountryconst.com> Thu, Jul 11, 2024 at 8:42 AM
To: Landon Blakeley <landon@russellpumps.com>
Cc: Chad Connell <chadc@highcountryconst.com>, "Shelby, Uriel" <uriel.shelby@hdrinc.com>, Dan Harris <danh@highcountryconst.com>, Molly Jensen <molly@russellpumps.com>, swhite@landerwyoming.org

Landon,

Have you received any information on when the pumps will be shipped to us yet?

Nick
[Quoted text hidden]

Landon Blakeley <landon@russellpumps.com> Thu, Jul 11, 2024 at 9:56 AM
To: Nicholas Newman <nickn@highcountryconst.com>
Cc: Chad Connell <chadc@highcountryconst.com>, "Shelby, Uriel" <uriel.shelby@hdrinc.com>, Dan Harris <danh@highcountryconst.com>, Molly Jensen <molly@russellpumps.com>, swhite@landerwyoming.org

Good Morning Nick,

The new ship date is August 12. We'll check in with Grundfos weekly to confirm we are still on track.

Thanks,
Landon
[Quoted text hidden]

Nicholas Newman <nickn@highcountryconst.com> Thu, Jul 11, 2024 at 10:09 AM
To: Landon Blakeley <landon@russellpumps.com>
Cc: Chad Connell <chadc@highcountryconst.com>, "Shelby, Uriel" <uriel.shelby@hdrinc.com>, Dan Harris <danh@highcountryconst.com>, Molly Jensen <molly@russellpumps.com>, swhite@landerwyoming.org

Landon,

Thank you for the update. I'll update our schedule accordingly.

Nick
[Quoted text hidden]

Nicholas Newman <nickn@highcountryconst.com> Mon, Jul 29, 2024 at 8:21 AM
To: Landon Blakeley <landon@russellpumps.com>
Cc: Chad Connell <chadc@highcountryconst.com>, "Shelby, Uriel" <uriel.shelby@hdrinc.com>, Dan Harris <danh@highcountryconst.com>

Landon,

I wanted to touch base with you on the ship date for the pump as we are about 2 weeks out from the date you had previously provided us. To your knowledge is this still a go?

Nick
[Quoted text hidden]

Landon Blakeley <landon@russellpumps.com> Mon, Jul 29, 2024 at 8:42 AM
To: Nicholas Newman <nickn@highcountryconst.com>
Cc: Chad Connell <chadc@highcountryconst.com>, "Shelby, Uriel" <uriel.shelby@hdrinc.com>, Dan Harris <danh@highcountryconst.com>

Good Morning Nick,

We will confirm and provide an update.

Thanks,
Landon

[Quoted text hidden]

Nicholas Newman <nickn@highcountryconst.com>

Fri, Aug 9, 2024 at 10:35 AM

To: Landon Blakeley <landon@russellpumps.com>

Cc: Chad Connell <chadc@highcountryconst.com>, "Shelby, Uriel" <uriel.shelby@hdrinc.com>, Dan Harris <danh@highcountryconst.com>

Landon,

Can you confirm the ship date of 8/12, Monday, for the pump skid?

Nick

[Quoted text hidden]

Nicholas Newman <nickn@highcountryconst.com>

Mon, Aug 12, 2024 at 3:26 PM

To: Landon Blakeley <landon@russellpumps.com>

Cc: Chad Connell <chadc@highcountryconst.com>, "Shelby, Uriel" <uriel.shelby@hdrinc.com>, Dan Harris <danh@highcountryconst.com>

Landon,

Is there any update on whether or not the pump had shipped today?

Nick

[Quoted text hidden]

Landon Blakeley <landon@russellpumps.com>

Mon, Aug 12, 2024 at 4:15 PM

To: Nicholas Newman <nickn@highcountryconst.com>

Cc: Chad Connell <chadc@highcountryconst.com>, "Shelby, Uriel" <uriel.shelby@hdrinc.com>, Dan Harris <danh@highcountryconst.com>

Good Afternoon,

We have both calls and emails into Grundfos to determine if the station shipped today as scheduled. As of now, neither have been returned, but we will continue to press Grundfos to have an answer as soon as possible. I will send an update immediately when we get one.

Thank you,

Landon

[Quoted text hidden]

Nicholas Newman <nickn@highcountryconst.com>

Tue, Aug 13, 2024 at 9:19 AM

To: Landon Blakeley <landon@russellpumps.com>

Cc: Chad Connell <chadc@highcountryconst.com>, "Shelby, Uriel" <uriel.shelby@hdrinc.com>, Dan Harris <danh@highcountryconst.com>

Landon,

Thank you for the update.

Nick

[Quoted text hidden]

Landon Blakeley <landon@russellpumps.com>

Tue, Aug 13, 2024 at 9:32 AM

To: Nicholas Newman <nickn@highcountryconst.com>

Cc: Chad Connell <chadc@highcountryconst.com>, "Shelby, Uriel" <uriel.shelby@hdrinc.com>, Dan Harris <danh@highcountryconst.com>, Molly Jensen <molly@russellpumps.com>

Good Morning,

We were informed by Grundfos this morning that the ship date was tentatively pushed to this Thursday, 8/15. Grundfos' shipping manager told us they will confirm it internally and then provide us a confirmation. I will send updates as we receive them.

Thank you,

Landon

[Quoted text hidden]

Nicholas Newman <nickn@highcountryconst.com>

Tue, Aug 13, 2024 at 10:07 AM

To: Landon Blakeley <landon@russellpumps.com>

Cc: Chad Connell <chadc@highcountryconst.com>, "Shelby, Uriel" <uriel.shelby@hdrinc.com>, Dan Harris <danh@highcountryconst.com>, Molly Jensen <molly@russellpumps.com>

Landon,

Thank you for this information. I will be watching for your email.

Nick
[Quoted text hidden]

Landon Blakeley <landon@russellpumps.com>
To: Nicholas Newman <nickn@highcountryconst.com>
Cc: Chad Connell <chadc@highcountryconst.com>, "Shelby, Uriel" <uriel.shelby@hdrinc.com>, Dan Harris <danh@highcountryconst.com>, Molly Jensen <molly@russellpumps.com>

Wed, Aug 14, 2024 at 1:03 PM

Good Afternoon Nick,

We received confirmation the station is being crated and loaded today and will depart Fresno, CA tomorrow. We should receive tracking information that I will share when we receive it.

Thanks,
Landon
[Quoted text hidden]

Landon Blakeley <landon@russellpumps.com>
To: Nicholas Newman <nickn@highcountryconst.com>
Cc: Chad Connell <chadc@highcountryconst.com>, "Shelby, Uriel" <uriel.shelby@hdrinc.com>, Dan Harris <danh@highcountryconst.com>, Molly Jensen <molly@russellpumps.com>

Tue, Oct 15, 2024 at 9:47 AM

Good Morning,

The liquid level switch that was originally specified for the Lander High Pressure Booster system should be arriving this week. I'm planning to deliver it on Friday as long as it arrives as scheduled.

Thanks,
Landon
[Quoted text hidden]

Nicholas Newman <nickn@highcountryconst.com>
To: Landon Blakeley <landon@russellpumps.com>
Cc: Chad Connell <chadc@highcountryconst.com>, "Shelby, Uriel" <uriel.shelby@hdrinc.com>, Dan Harris <danh@highcountryconst.com>, Molly Jensen <molly@russellpumps.com>

Tue, Oct 15, 2024 at 11:02 AM

Landon,

Thank you for the update on this. As of now our electricians are on site at the Ellis Tank, as it is a priority for startup. Their scheduled completion for this is roughly 3 weeks (Nov 1st) before they move onto the pump station location.

As part of the original quote that was supplied to us it included the startup service by Russell. I wanted to give a heads up that the tentative start up date would be approaching. As I get more information on the progress from the electricians I will let you know. What is your schedule currently so that we can plan accordingly?

Thank you,

Nick
[Quoted text hidden]

Landon Blakeley <landon@russellpumps.com>
To: Nicholas Newman <nickn@highcountryconst.com>
Cc: Chad Connell <chadc@highcountryconst.com>, "Shelby, Uriel" <uriel.shelby@hdrinc.com>, Dan Harris <danh@highcountryconst.com>, Molly Jensen <molly@russellpumps.com>

Tue, Oct 15, 2024 at 1:36 PM

Thank you for the update. I'll let the crew that will be performing the startup know that we're nearing that time. What are we thinking about for the startup of the pump station, week of 11/11?

Thanks,
Landon
[Quoted text hidden]

Nicholas Newman <nickn@highcountryconst.com>
To: Landon Blakeley <landon@russellpumps.com>
Cc: Chad Connell <chadc@highcountryconst.com>, "Shelby, Uriel" <uriel.shelby@hdrinc.com>, Dan Harris <danh@highcountryconst.com>, Molly Jensen <molly@russellpumps.com>

Tue, Oct 15, 2024 at 3:59 PM

I will have to confirm more with Bar-T for a definite, but it looks like it will be that week. We will also be putting the Ellis Tank online and operational by 11/13 per discussion at our weekly meeting, so things will be busy here. It is my understanding that the electrical at the pump station shouldn't take more than a week (11/4-11/8).

I will be out of the office from 10/22 through 11/1, but I should have internet service up through 10/28 if you need to get a hold of me. During that time the best point of contact would be Chad or Dan.

Nick

[Quoted text hidden]

Section 11, Item H.

Landon Blakeley <landon@russellpumps.com>

Wed, Oct 16, 2024 at 7:39 AM

To: Nicholas Newman <nickn@highcountryconst.com>

Cc: Chad Connell <chadc@highcountryconst.com>, "Shelby, Uriel" <uriel.shelby@hdrinc.com>, Dan Harris <danh@highcountryconst.com>, Molly Jensen <molly@russellpumps.com>

Sounds good,

We'll hold that week tentatively with the understanding that things are still fluid.

Thanks again,

Landon

[Quoted text hidden]

**Re: Lander Tank - Approved Submittal**

3 messages

Landon Blakeley <landon@russellpumps.com>

Mon, Nov 11, 2024 at 8:24 AM

To: Nicholas Newman <nickn@highcountryconst.com>

Cc: Chad Connell <chadc@highcountryconst.com>, "Shelby, Uriel" <uriel.shelby@hdrinc.com>, Dan Harris <danh@highcountryconst.com>, Molly Jensen <molly@russellpumps.com>

Good Morning All,

Are we still expecting to start up next week?

Thanks,
Landon

On Wed, Oct 16, 2024 at 7:39 AM Landon Blakeley <landon@russellpumps.com> wrote:

Sounds good,

We'll hold that week tentatively with the understanding that things are still fluid.

Thanks again,
Landon

On Tue, Oct 15, 2024 at 4:00 PM Nicholas Newman <nickn@highcountryconst.com> wrote:

I will have to confirm more with Bar-T for a definite, but it looks like it will be that week. We will also be putting the Ellis Tank online and operational by 11/13 per discussion at our weekly meeting, so things will be busy here. It is my understanding that the electrical at the pump station shouldn't take more than a week (11/4-11/8).

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Good Morning,

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Thanks,
Landon

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Thanks,
Landon

On Tue, Aug 13, 2024 at 10:07 AM Nicholas Newman <nickn@highcountryconst.com> wrote:

Landon,

Thank you for this information. I will be watching for your email.

Section 11, Item H.

Nick

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Good Morning,

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Thank you,
Landon

On Mon, Aug 12, 2024 at 3:26 PM Nicholas Newman <nickn@highcountryconst.com> wrote:
Landon,

Is there any update on whether or not the pump had shipped today?

Nick

On Fri, Aug 9, 2024 at 10:35 AM Nicholas Newman <nickn@highcountryconst.com> wrote:
Landon,

Can you confirm the ship date of 8/12, Monday, for the pump skid?

Nick

On Mon, Jul 29, 2024, 8:42 AM Landon Blakeley <landon@russellpumps.com> wrote:
Good Morning Nick,

We will confirm and provide an update.

Thanks,
Landon

On Mon, Jul 29, 2024 at 8:22 AM Nicholas Newman <nickn@highcountryconst.com> wrote:
Landon,

I wanted to touch base with you on the ship date for the pump as we are about 2 weeks out from the date you had previously provided us. To your knowledge is this still a go?

Nick

On Thu, Jul 11, 2024 at 10:09 AM Nicholas Newman <nickn@highcountryconst.com> wrote:
Landon,

Thank you for the update. I'll update our schedule accordingly.

Nick

On Thu, Jul 11, 2024 at 9:56 AM Landon Blakeley <landon@russellpumps.com> wrote:
Good Morning Nick,

The new ship date is August 12. We'll check in with Grundfos weekly to confirm we are still on track.

Thanks,
Landon

On Thu, Jul 11, 2024 at 8:43 AM Nicholas Newman <nickn@highcountryconst.com> wrote:
Landon,

Have you received any information on when the pumps will be shipped to us yet?

Nick

On Tue, Jul 2, 2024 at 10:55 AM Nicholas Newman <nickn@highcountryconst.com> wrote:
Landon,

When you get any update on a tentative delivery date would you please let me know? I have spoken with Shane White with the City of Lander in regard to scheduling the SCADA contractor to be onsite. As of now they would be needing a 3 week notice and I would just like to keep things up to date as possible to keep this moving forward smoothly.

Thank you,

Nick

On Tue, Jun 25, 2024 at 1:41 PM Landon Blakeley <landon@russellpumps.com> wrote:
Thank you,

We will proceed as you instructed.

Landon

On Mon, Jun 24, 2024 at 10:40 AM Nicholas Newman <nickn@highcountryconst.com> wrote:
Landon,

Please see Uri's response below in regard to the Grundfos pump.

As of now, we have built our schedule around the delivery of this pump. Provided that the transducer is supplied, what kind of delivery date can we expect?

Being that our first submittal was sent in July of 2023 and that the last revision from Grundfos took almost four months to be returned, Uri is not being too forgiving. With the LLS being delayed out until Oct/Nov, this could potentially be putting us on penalty days subject to liquidated damages for items we have not had any control over, which could be passed on.

If there are any questions/concerns or additional information you would like please let me know so that we can keep this moving.

Thank you,

Nick.

----- Forwarded message -----

From: **Shelby, Uriel** <uriel.shelby@hdrinc.com>
Date: Mon, Jun 24, 2024 at 9:37 AM
Subject: RE: Lander Tank - Approved Submittal
To: Nicholas Newman <nickn@highcountryconst.com>
Cc: 10193520_LanderHPWM-P3 Tank&PumpStation <10193520_LanderHPWM-P3Tank&PumpStation@hdrinc.com>, Shelby, Uriel <Uriel.Shelby@hdrinc.com>

Nick,

I'd like them to provide the temporary transducer and ship now so that we can still get the pump skid online to use so you can do you other tie ins, etc. Suction side pressure shouldn't drop below 15 psi for these applications.

I'd still like to have the Grundfos supplied LLS as soon as they can get it, then run through all the flow regimes specified after they have supplied the full set up for an official startup. November will be cutting it very close for you guys with project completion timeline.

Thanks,

Uriel Shelby, PE

D 307.228.6075 M 307.349.4660

!

Landon,

Section 11, Item H.

I will be checking with the electricians today to determine a finish date at the pump station. They are supposed to be finished with the Ellis Tank and moving over there in the next day or two. Once I have an idea on a completion date I will let you know.

If you could let me know what availability you have over the next few weeks that would be great. Also, if there is anything that we need to have on our end for you.

Nick

[Quoted text hidden]

--

Nicholas Newman E.I.T.
Estimator & Project Manager
Cell: 307-330-7161



High Country Construction
Lander, Wyoming
307-332-4933

[Visit our Website](#)
[Visit our Facebook](#)

Landon Blakeley <landon@russellpumps.com>

Tue, Nov 19, 2024 at 8:10 PM

To: Nick Newman <nickn@highcountryconst.com>

Cc: Chad Connell <chadc@highcountryconst.com>, Dan Harris <danh@highcountryconst.com>, Molly Jensen <molly@russellpumps.com>, Chad Morgan <chad.morgan@advpump.com>, Josh French <josh.french@peakwaterservices.com>

Thanks Nick,

I've copied Chad Morgan and Josh French with Peak Water Services. PWS is a sister company to Advanced Pump & Equipment that will be handling the startup. I will be onsite if possible, but Chad is the true expert and his attendance is the priority.

We have you on the schedule tentatively between 12/2 and 12/13. Chad and I have discussed the project and I've shared details and documents relating to the pump skid.

Let us know as things firm up and we'll nail down the dates.

Thanks,
Landon

[Quoted text hidden]

Lander Tank Tentative Schedule

1 message

Nicholas Newman <nickn@highcountryconst.com>

Fri, Jun 14, 2024 at 10:09 AM

To: bar-T@tctwest.net, Kevin Baker <kbaker245@gmail.com>

Cc: Chad Connell <chadc@highcountryconst.com>, Dan Harris <danh@highcountryconst.com>

All,

We are in the process of putting together our schedule for the next month. As of now this is what we are proposing to get over to HDR. As this is not set in stone, we would like to possibly provide a date or a window to pass onto HDR and the City of Lander.

1. Delivery of Grundfos Pump (6/24-6/28)
2. Install of monorail anchors, doorways & Grundfos (Week of 7/8)
3. Pour topping slab (Ellis Concrete 7/15)
4. HVAC (Baker Heating) & Electrical (Bar-T) Week of 7/22

Let me know your thoughts or any conflicts that there may be. We can always move things around if needed, this is mainly for the engineer to be aware of.

Thank you,

--

Nicholas Newman - EIT

Estimator/Project Manager



High Country Construction
Lander, Wyoming
307-332-4933

[High Country Construction, Inc.](#)
[Visit HCC on Facebook](#)

Schedule Update

2 messages

Nicholas Newman <nickn@highcountryconst.com>

Mon, Jun 17, 2024 at 12:08 PM

To: "Shelby, Uriel" <uriel.shelby@hdrinc.com>

Cc: Chad Connell <chadc@highcountryconst.com>, Dan Harris <danh@highcountryconst.com>

Uri,

Here is the updated schedule as of now. I have not heard back from Bar T yet but have confirmed with Ellis Concrete for the topping slab. Ellis may do the slab at the pump station prior to the week of 7/15 and then the slab at the Ellis tank closer to that date once we get the crane anchors installed.

--
Nicholas Newman - EIT
Estimator/Project Manager



High Country Construction
Lander, Wyoming
307-332-4933

High Country Construction, Inc.
[Visit HCC on Facebook](#)

 **2302 Lander Tank 06172024.mpp**
803K

Shelby, Uriel <uriel.shelby@hdrinc.com>

Mon, Jun 17, 2024 at 12:57 PM

To: Nicholas Newman <nickn@highcountryconst.com>

Cc: Chad Connell <chadc@highcountryconst.com>, Dan Harris <danh@highcountryconst.com>, "Shelby, Uriel" <Uriel.Shelby@hdrinc.com>

Thanks for the update Nick.

Uriel Shelby, PE

D 307.228.6075 **M** 307.349.4660

From: Nicholas Newman <nickn@highcountryconst.com>

Sent: Monday, June 17, 2024 12:09 PM

To: Shelby, Uriel <uriel.shelby@hdrinc.com>

Cc: Chad Connell <chadc@highcountryconst.com>; Dan Harris <danh@highcountryconst.com>

Subject: Schedule Update

CAUTION: [EXTERNAL] This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Uri,

Here is the updated schedule as of now. I have not heard back from Bar T yet but have confirmed with Ellis Concrete for the topping slab. Ellis may do the slab at the pump station prior to the week of 7/15 and then the slab at the Ellis tank closer to that date once we get the crane anchors installed.

--

Nicholas Newman - EIT
Estimator/Project Manager

[Redacted]

[Quoted text hidden]

Update on Lander project

1 message

Nicholas Newman <nickn@highcountryconst.com>

Thu, Sep 19, 2024 at 9:30 AM

To: bar-T@tctwest.net

Cc: Chad Connell <chadc@highcountryconst.com>, Dan Harris <danh@highcountryconst.com>

Bcc: swhite@landerwyoming.org

Rebecca,

I wanted to touch base with you on the Lander project. So far our HVAC sub has his portion done but has the thermostats for you to wire in. I have touched base with Shane White from the city in regard to the SCADA contractor as well.

Also, we have temporary power now at the site which will need to be put back onto the building. As of now there were talks about another power pole being set at the site. I am not sure of the process that needs to happen should this take place. The meter number at this location is 66 699 128 if this helps on your end.

If you have any questions please let me know.

Thank you,

--

Nicholas Newman - EIT
Estimator/Project Manager



High Country Construction
Lander, Wyoming
307-332-4933

High Country Construction, Inc.
[Visit HCC on Facebook](#)



**High Country Construction
Lander, Wyoming
307-332-4933**

October 30, 2024

Bar-T Electric
488 W North St
Powell, WY

RE: Lander High Pressure Water System Upgrades.
Schedule

Jonathon:

I am writing this letter to get some clarification as to when Bar-T will be back at our site to complete the electrical work on the Lander High Pressure Water System Project. We are currently in a holding pattern waiting for the electrical work to commence. We are unable to continue any work on the Ellis tank and pump station until we have confirmation on a schedule from Bar-T stating when they will be here and how long it will take to complete the work. Prior to the first week Ryan left for Montana we discussed his schedule and planned accordingly. We have been told it would be a week, then two, back today (Oct 30), and now next week. I have been trying to work with the City of Lander to fill the tank so we can go back to work, but they will not agree to anything until I can confirm a schedule. This has been impossible due to the shifting time frames we have received from Bar-T. We also have to re-schedule the SCADA reps, the PRV reps, and hookup of the power company.

I understand that other commitments can be an issue for subcontractors, but we are under pressure from the client, engineer and the fast-approaching completion date. We need a response by email as to when BAR-T will be onsite so we can schedule the other parties and make plans to get our crew back to work, and move forward with the project. Also we would like to know what the crew size will be to complete the work and if there is a way to expedite the completion.

If you have any questions, please call Chad at 307-330-8175.

Chad Connell
President
High Country Construction, Inc.



Chad Connell <chadconnell35@gmail.com>

sched

2 messages

Chad Connell <chadconnell35@gmail.com>
To: bar-t@tctwest.net

Wed, Oct 30, 2024 at 3:54 PM

Rebecca,

Attached is a letter requesting return sched and time frames.

Thank You

Chad Connell
President
High Country Construction Inc

 **Bar-t sched.docx**
41K

Jonathon Robbins <jcr-bar-t@tctwest.net>
To: chadc@highcountryconst.com, chadconnell35@gmail.com
Cc: bar-t@tctwest.net

Wed, Oct 30, 2024 at 4:24 PM

Hello Chad

I greatly apologize for the delay and all the inconveniences this has caused for you and all parties involved. The project we have been on has taken longer than expected, due to unforeseen items. I know this is not High Country's problem, but I assure you that Bar-T will get this job taken care of for you and all parties involved. I will have 3-4 guys on site and probably myself for a few days where needed. Talking with Ryan we feel we can have Ellis Tank done in week and half or less to at least get everything online. Bar-T electric will be on site on Monday November 4th and there completely until the job is completed. We will get the Ellis Tank building completed first, then the Mager PRV station, then the hospital pump station, and finish up at the Rodeo PRV station. I have all the state permits in hand for the power company to hook up power. Have all the devices been installed at all the locations so we can make sure that we have our wiring and conduit completed to the correct locations. Does the SCADA provider have drawings for each location, so we make sure the correct wire is run to the correct locations.

Thank you.

Jonathon Robbins**Owner****Bar-T Electric**jcr-bar-t@tctwest.net**Office: 307-754-8480**

Fax: 307-754-8481

Section 11, Item H.

Cell: 406-321-0546

From: bar-t@tctwest.net <bar-t@tctwest.net>

Sent: Wednesday, October 30, 2024 3:57 PM

To: jcr-bar-t@tctwest.net

Subject: FW: sched

[Quoted text hidden]



November 26, 2024

Mr. Lance Hopkin
City Engineer/Public Works Director
City of Lander, WY
240 Lincoln Street
Lander, WY 82520

Project: Lander Tank and Pump Station

Regarding: Anticipated Construction Administration Services and Additional Fee Needs

Dear Mr. Hopkin,

Thank you for the opportunity to assist you on this project. We believe it has been a successful project given the low amount of change orders and quality of work product. We are anticipating that the project will run over the planned schedule due to contractor delays and would like to outline our historical spending on this project. Due to this time extension, we anticipate we will expend our current budget. This letter describes our estimate of additional budget needed to finish the project given our current level of effort, and a request for direction.

We have coordinated with the Contractor to determine what their updated schedule is. They believe that they will achieve substantial completion by April 14, 2025. They then have 30 calendar days to reach final completion, after which the 41-day advertisement period will begin, and retainage can be released. If they meet this schedule, that puts all payment applications, including retainage release, out to June 24, 2025. We will then need to close out this project internally, which we estimate taking roughly another month. We would estimate completing our contract by July 31, 2025.

We've had roughly a \$14,300 average costs per month for this project. Table 1 provides the month-by-month fee spent, target fee, and running average. Figure 1 provides a graphical representation of month-by-month costs, average costs, and target costs. As can be observed, HDR is running just below our average expected burn per period projecting the current project end date of December 31, 2024.

Table 1. HDR Construction Administration burn by accounting period, target per period based on budget, and running average.

Accounting Period	HDR Construction Fee Burn (\$/Period)	Target \$/Period	Running Average Fee (\$/Period)
05-23	\$ 4,535.06	\$14,300.00	\$ 4,535.06
06-23	\$ 11,365.55	\$14,300.00	\$ 7,950.31
07-23	\$ 20,070.37	\$14,300.00	\$ 11,990.33
08-23	\$ 17,416.65	\$14,300.00	\$ 13,346.91
09-23	\$ 26,276.32	\$14,300.00	\$ 15,932.79
10-23	\$ 27,083.86	\$14,300.00	\$ 17,791.30
11-23	\$ 8,384.32	\$14,300.00	\$ 16,447.45
12-23	\$ 8,384.32	\$14,300.00	\$ 15,439.56
01-24	\$ 5,838.75	\$14,300.00	\$ 14,372.80
02-24	\$ 7,912.50	\$14,300.00	\$ 13,726.77
03-24	\$ 27,621.90	\$14,300.00	\$ 14,989.96
04-24	\$ 31,742.77	\$14,300.00	\$ 16,386.03
05-24	\$ 12,487.52	\$14,300.00	\$ 16,086.15
06-24	\$ 11,605.60	\$14,300.00	\$ 15,766.11
07-24	\$ 4,910.98	\$14,300.00	\$ 15,042.43
08-24	\$ 8,371.46	\$14,300.00	\$ 14,625.50
09-24	\$ 12,988.08	\$14,300.00	\$ 14,529.18
10-24	\$ 10,212.55	\$14,300.00	\$ 14,289.36
11-24		\$14,300.00	
12-24		\$14,300.00	

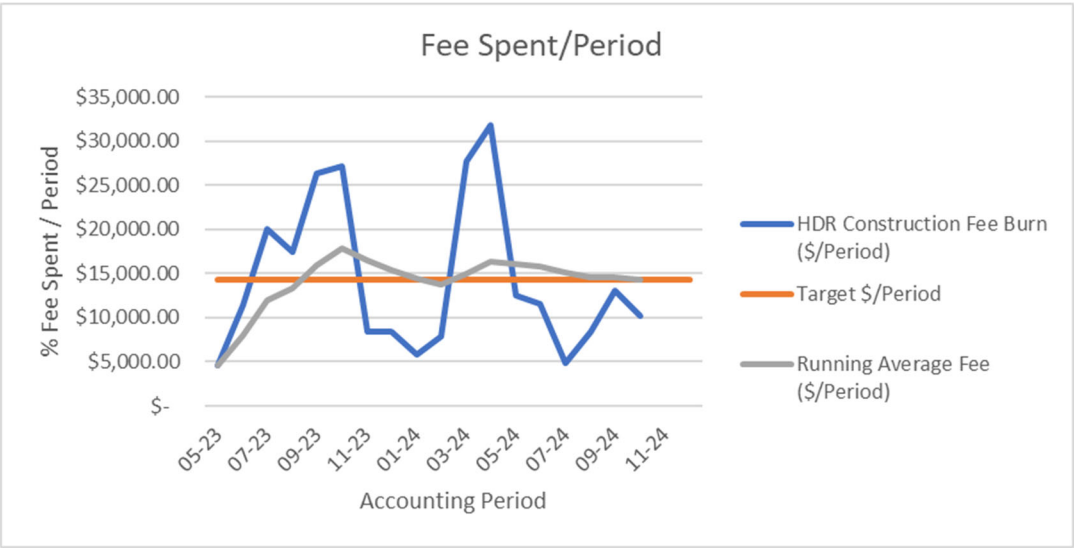


Figure 1. Graphical representation of data contained in Table 1. As can be observed, HDR is meeting their target average fee burn per period.

As of our last billing period, we have roughly \$36,000 in fee remaining. As presented above, our level of effort has tracked well with our anticipated budget.

During our phone conversation on 11/22/24, you requested we assist the Contractor with their schedule. We will attempt to do this by reviewing schedule logic but will not update sequences or durations of work planned by the Contractor. We will assume no responsibility for or risk from this activity, nor do we assume any liability should the Contractor again fail to meet their schedule. Ultimately, management of the Contractor's schedule is their responsibility. We estimate we would need to spend roughly 40 hours of additional senior engineer time to complete this activity, for a total cost of $(\$180 \times 20) + (\$165 \times 20) = \$6,900$.

Based on the expected completion dates described above, we request to amend our contract for an additional $(7 \times \$14,300) - \$36,000 + \$6,900 = \mathbf{\$71,000}$ to finish the project at our current level of effort with additional contractor scheduling support.

We have attached an amendment for the requested \$71,000. If you do not feel the amendment is appropriate, we'd be happy to meet and discuss the best ways to use our remaining engineering fee to support the successful completion of this project. As discussed, the City may be entitled to liquidated damages from the Contractor to cover these additional costs. The City may also waive the damages at its discretion.

Sincerely,
HDR Engineering, Inc.



Uriel M Shelby, PE
Project Manager



Jason Kjenstad, PE
Sr Vice President

Copy to: Hunter Roseberry: Assistant Public Works Director, Wade Verplancke – WWDO Project Manager, Dave Pendelton: AML Project Manager, Bill Moran: Dakotas/Wyoming Water Lead, Heath Turbiville: Wyoming Principal Engineer, Marcus Krall: Lander Office / Wyoming Water Lead.

Attachments: Amendment 3

**AMENDMENT TO OWNER-ENGINEER AGREEMENT**Amendment No. 3The Effective Date of this Amendment is: 11/26/2024.

Background Data

Effective Date of Owner-Engineer Agreement: 9/10/2019

Owner: **CITY OF LANDER**Engineer: **HDR ENGINEERING, INC.**Project: **LANDER HIGH PRESSURE WATER SYSTEM UPGRADES – PHASE III
(TANK AND PUMP STATION)**

Nature of Amendment:

 X Additional Services performed by Engineer

Description of Modifications:

See attached letter

Agreement Summary:

Original agreement amount:	\$ <u>321,600.00</u>
Net change for prior amendments:	\$ <u>705,065.00</u>
This amendment amount:	\$ <u>71,000.00</u>
Adjusted agreement amount:	\$ <u>1,097,665.00</u>

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement. Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:

ENGINEER:

CITY OF LANDERHDR ENGINEERING, INC.By: _____
Print
name: _____By: Jason L. Kjenstad
Print
name: Jason Kjenstad

Title: _____

Title: Sr Vice President

Date Signed: _____

Date Signed: 11-26-2024



TASK ORDER

In accordance with of the PROFESSIONAL SERVICES MASTER TASK ORDER AGREEMENT by and between **Ardurra Group, Inc.** and the City of Lander ("Client") dated June 22, 2021 ("Agreement"), the parties agree as follows:

Specific Project Data

- A. Contract Number: 240424
- B. Task Order Number: 2024-01
- C. Project Name: Apron Reconstruction-Design
- D. Description: Design of the reconstruction for the general aviation apron.
- E. Owner (if applicable): City of Lander

Date of Task Order: December 10, 2024

1. Services

The Scope of Work is described in detail on the attached Exhibit A.

2. Times for Rendering Services

Design expected to be complete by March 2025.

3. Basis for Payment

A detailed fee proposal is attached as Exhibit B.

Lump Sum with Progress or Milestone Payments

- A. Owner will pay Ardurra for Services as follows:

A Lump Sum amount of \$192,585.50. (Phases 1-5, & 6)

In addition to the Lump Sum amount, reimbursement for the following expenses: \$6,769.00

The portion of the compensation amount billed monthly for Ardurra's Services will be based upon Ardurra's estimate of the percentage of the total Services completed during the billing period.

The total compensation for Services and reimbursable expenses is estimated to be \$199,354.50.

4. Special Terms and Conditions (if any)

None



Approval and Acceptance: Approval and Acceptance of this Task Order, including the attachments listed above, shall incorporate this Task Order as part of the Agreement. The clauses contained in the Agreement are incorporated by reference and remain in full force and are applicable with this Task Order.

IN WITNESS WHEREOF, the parties voluntarily and knowingly execute and agree to bind the parties to the terms of this Task Order.

Consultant: Ardurra Group, Inc.

Digitally signed by Jared Norton
DN: C=US, E=jnorton@ardurra.com, O="Ardurra Group, Inc.", OU=Ardurra Group, CN=Jared Norton
Date: 2024.12.03 15:23:43-07'00'

Signature

Jared Norton, PE

Name

Aviation Services Manager-Northwest

Title

CLIENT: City of Lander

Signature

Monte Richardson

Name

Mayor

Title

EXHIBIT A

SCOPE OF WORK

**PROJECT SCOPE OF WORK
FOR**

Hunt Field (LND) Apron Reconstruction – Design

**A.I.P. Project No. 3-56-0016-024-2025
State Aeronautics Project No. ALN008**

PROJECT BUDGET

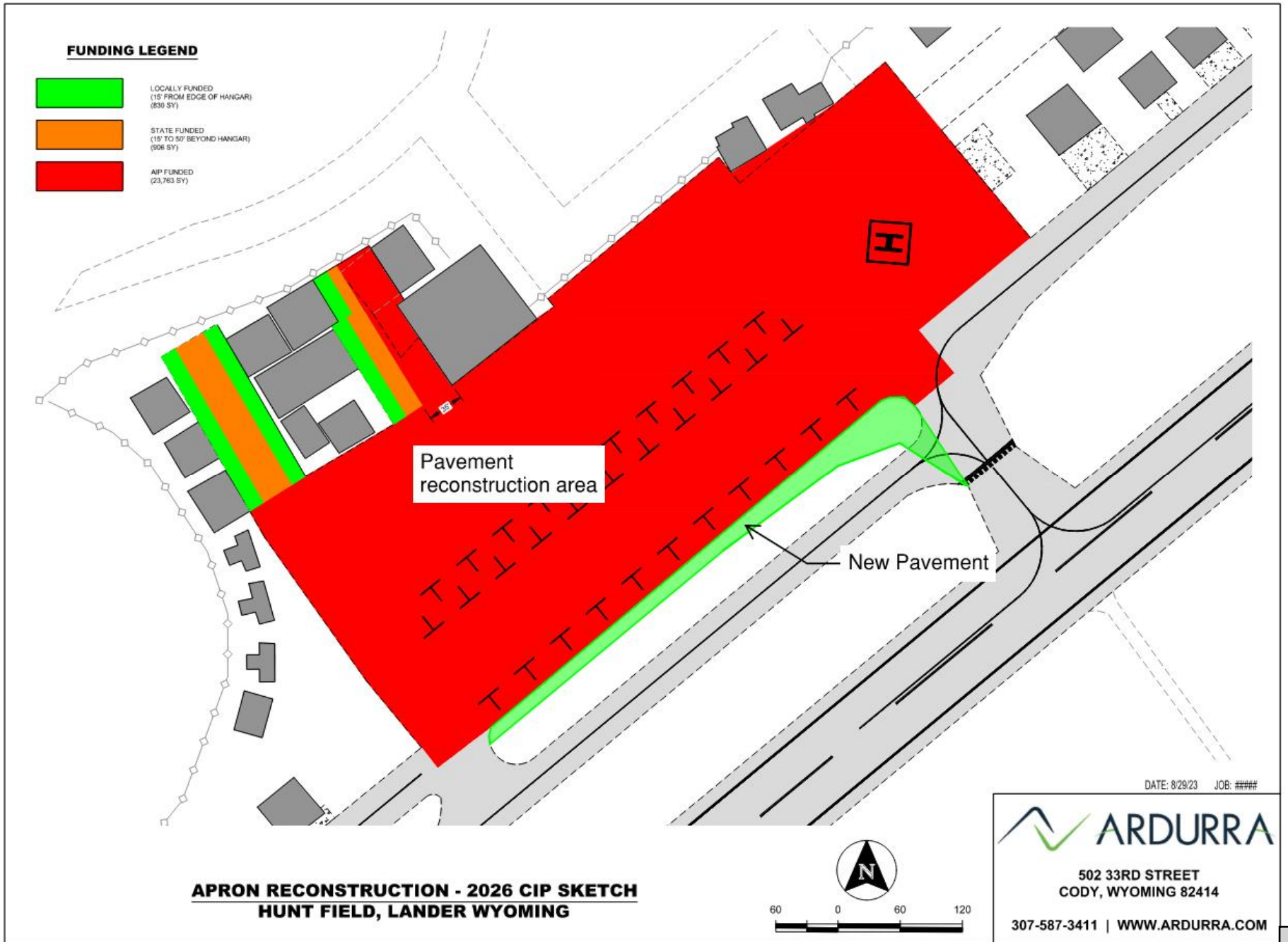
The total funding for design and construction for this project is \$2,888,889.00. This total is comprised of \$2,600,000.00 from FAA Grant number 3-56-0016-024-2021 at a 90% match, \$173,333.00 from State Funds Grant number ALN008 at a 6% match, and Sponsor funding of \$115,556.00 at a 4% match. The following scope of work is for the design portion of the project only.

GENERAL PROJECT DESCRIPTION

The project consists of design of the reconstruction for the general aviation apron at Hunt Field in Lander, WY. As part of the design a geotechnical investigation will be completed. It is anticipated that the design will incorporate a full reconstruction of the apron. Minor adjustments to the apron geometry, specifically on the south side of the apron, will be incorporated to accommodate the previously relocated east end of the taxiway and prepare for the west end taxiway relocation.

PROJECT SKETCH

See following page.



PART 1: BASIC SERVICES

The following work items are required to accomplish the Sponsor's and funding agency's needed engineering tasks:

1.0 PRE-DESIGN PHASE

1.1 Pre-Design Meeting

The Engineer will hold Preliminary meetings with the Sponsor as necessary for project formulation, as well as a Pre-Design meeting with Sponsor, State Aeronautics, and FAA. The pre-design meeting will be conducted to provide the representatives of the Sponsor, the FAA, and State Aeronautics with the opportunity to review and discuss the nature and extent of the project and to establish the project design criteria, budget, and schedule. The Engineer will coordinate the date and time of the pre-design meeting with the representatives of the Sponsor, the FAA, and State Aeronautics. The Engineer will prepare and distribute minutes of the Pre-Design meeting to appropriate parties. One (1) meeting is anticipated, to be held via teleconference.

1.2 Scope of Work

The Engineer will prepare the scope of work (this document) for Engineering/Professional Services Contract and for use by Sponsor's independent cost analysis firm. It is anticipated that clarifying revisions will be necessary following review by the Sponsor, the FAA, and State Aeronautics. The Engineer will prepare any revisions and distribute the final Scope of Work to appropriate parties.

1.3 Preliminary Estimating

The Engineer will prepare a preliminary construction cost estimate, a preliminary working days estimate, a preliminary overall project schedule, and a preliminary overall project budget. These will be based upon the most current information available during this phase. The preliminary construction cost estimate and preliminary overall project budget are intended as rough order of magnitude estimates. Work to refine these estimates as project elements and parameters become more defined is included under Phase 4.13 Prepare Estimate of Probable Construction Costs.

1.4 Draft Engineering Contract

The Engineer will draft the Engineering Contract for Sponsor's review and approval. This document is anticipated to be approximately 5 pages in length including appendices.

1.5 Prepare Federal Grant Application

One Federal Grant Application is anticipated. The Engineer will prepare the Federal Grant Application and submit it to the Sponsor for signature. Preparation of the Federal Application will include the following:

- Prepare Federal form SF-424
- Prepare FAA form 5100-100
- Prepare Preliminary Cost Estimate
- Prepare Airport Sponsor Assurances
- Attach a copy of Exhibit "A"
- Compile Current FAA Advisory Circulars
- Prepare Sponsor Certifications

After obtaining the necessary signatures, the Engineer or Sponsor will forward copies of the signed Application to the FAA for further processing.

The Engineer will assist the Sponsor in the preparation of necessary exhibits, cost estimates and appropriate attachments.

The Engineer will assist the Sponsor in the coordination, execution, and submission of the Federal Grant Agreement.

1.6 Periodic Project Updates

The Engineer will prepare correspondence capturing the progress and identifying and coordinating upcoming work items. This correspondence will be issued via email to the Sponsor, State Aeronautics and the FAA. Four (4) Project Updates are anticipated from Phase 1.0 Pre Design Phase through 5.0 Special Considerations - Design.

1.7 Project Management Plan

The Engineer and clerical staff will create a Project Management Plan (PMP). The Engineer will implement and monitor the PMP with input from the Sponsor, the FAA and State Aeronautics. This plan may include such elements as; Vision and Critical Success Factors, Project Team Roles and Responsibilities, Document Distribution Plan, Quality Control Plan, Communication Plan, Risk Management Plan, Client Care Plan, and Reimbursement Plan. The PMP will define the approach the project team will use to execute, monitor and control the project. The PMP will be used to demonstrate timelines and deliverables and for coordination of construction activities associated with this phase of the project. The PMP will be revised/amended as needed throughout the life of the project. This task will also include all of the project management efforts by the Engineer including: managing, leading, and controlling time, expenses, resources, and deliverables to meet the project goals and objectives.

This phase includes time the Project Management Team spends planning, organizing, securing, and scheduling resources to achieve the project goals and meet objectives as defined in the PMP and this Scope of Work. Additional items to be accomplished include compiling and sending additional information requested from the office to related parties, maintaining project files as necessary and other items necessary in a day to day project coordination.

1.8 Coordinate with Subconsultant(s)

The Engineer will coordinate with one (1) subconsultants (geotechnical). The Engineer will prepare the requirements and limits of the subconsultant(s) work, obtain and negotiate a fee proposal for inclusion in the Engineering contract, and provide general oversight of the work. One (1) site visit are anticipated, one for the geotechnical investigation and one for the electrical investigation, while this work is being performed so the Engineer may verify the scope of work is adhered to, provide onsite supervision, and provide guidance should any issues arise.

1.9 Quarterly Performance Reports - Design

Federal Regulation 49 CFR Part 18 (aka Common Rule) establishes uniform administrative requirements for grants to State and Local Governments. Sub-part 18.40 addresses monitoring and reporting requirements for the Grantees. The Engineer will assist the Sponsor in managing the day-to-day operations of grant activities that ensure compliance with applicable Federal requirements. The Engineer will submit a performance report for each fiscal quarter the grant is active. Three (3) Quarterly Performance Reports are anticipated from Phase 1.0 Pre Design Phase through 5.0 Special Considerations - Design.

TASK 1 DELIVERABLES	TO FAA/STATE	TO SPONSOR
1.2 Prepare Scope of Work	✓	✓
1.5 Prepare Federal Grant Application	✓	✓
1.7 Prepare Periodic Project Update	✓	✓
1.10 Prepare Quarterly Performance Report (Design)	✓	✓

TASK 1 MEETINGS/SITE VISITS	LOCATION/ATTNDEES/DURATION
1.1 Pre-Design Meeting	1 meeting via Teleconference/Project Manager & Engineer/2 hours

1.8 Coordinate with Subconsultants	1 Hunt Field/Project Engineer/3 Days onsite
------------------------------------	---

2.0 DISADVANTAGED BUSINESS ENTERPRISE (DBE) - DESIGN PHASE

2.1 Prepare 3-Year Goal and Update DBE Plan

The Engineer will prepare a 3-Year goal to reflect current federal requirements and upcoming airport projects per 49 C.F.R. § 26 (2024). This phase includes the following tasks:

- Research the current state DOT certified DBE listings.
- Research area contractors.
- Determine the availability of potential DBE contractors.
- Research the history of DBE use in the area.
- Research the history of DBE use on past Sponsor projects.
- Assist the DBELO in gathering and reporting statistical data and other information as required by DOT.
- Coordinate with the FAA to set Project Goal.
- Submit 3-year DBE goal and updated DBE Plan to the FAA for review, changes and approval.
- Update DBE Policy Statement for Sponsor as necessary.
- Assist Disadvantaged Business Enterprise Liaison Officer (DBELO) in developing the Sponsor’s monitoring and enforcement mechanisms.
- Submit updated DBE Plan to the FAA for review, changes and approval.

2.2 Prepare Project Goal

The Engineer will prepare a project DBE goal to reflect current federal requirements and to contribute cumulatively to the Sponsor’s overall goal per 49 C.F.R. § 26 (2024). This phase includes the following tasks:

- Research the current state DOT certified DBE listings.
- Research area contractors.
- Determine the availability of potential DBE contractors.
- Research the history of DBE use in the area.
- Research the history of DBE use on past Sponsor projects.
- Assist the DBELO in gathering and reporting statistical data and other information as required by DOT.
- Coordinate with the FAA to set Project Goal.
- Prepare required DBE forms and information to for inclusion in the project bid documents.

2.3 Prepare Required Contract Clauses for Prime Contracts

The Engineer will prepare required contract clauses per 49 C.F.R. § 26 (2024) and bid documents necessary for evaluation of bid responsiveness, program recordkeeping, reports, and compliance monitoring. These documents include but are not limited to:

- Bidders List
- DBE Information for Bidders
- DBE Utilization of Good Faith Efforts
- DBE Utilization Commitment
- DBE Notification of Intent to Subcontract for Federal-Aid Projects
- DBE Unavailability Certification

2.4 Review Bid Proposals for DBE Compliance

The Engineer will assist the DBELO by reviewing each bid for the quality, quantity, and intensity of bidder Good Faith Efforts per 49 C.F.R. § 26.53 (2024) to determine bidder responsiveness. The Engineer will assist the DBELO by verifying all DBEs included in bids have a NAICS Code certification for the work they have been included to perform.

2.5 Verification of DBE Participation.

The Engineer will assist the DBELO by ensuring that work committed to DBEs at contract award or subsequently (i.e., as the result of modification to the contract) is actually performed by the DBEs to whom the work was committed. The Engineer will review contracting records and monitor work sites for this purpose, and will maintain record of actual DBE attainments (payment actually made to DBE firms), including comparison of attainments to commitments. The information gathered will be used for DBE recordkeeping and reporting program compliance.

3.0 PLANNING AND ENVIRONMENTAL PHASE**3.1 Prepare and Submit CAT EX Documentation**

Pursuant to the requirements listed in The Office of Airports (ARP) Standard Operating Procedure (SOP) No. 5.00, the Engineer will prepare a Simple Written Record for a CAT EX. The Engineer will utilize Appendix A to ARP SOP No. 5.00 to demonstrate the project's impact on or relationship with:

- National Historic Preservation Act Resources
- Department of Transportation Act Section 4(f) and 6(f) Resources
- Natural, Ecological, or Scenic Resources
- Disruption of an Established Community
- Surface Transportation
- Noise
- Air Quality
- Water Quality
- Environmental Controversy
- Federal, State, Tribal or Local Law
- Light Emissions, Visual Effects, or Hazardous Materials
- Construction effects such as dust, stormwater runoff, and heavy equipment emissions
- Energy Supply and Natural Resources
- Indirect, Secondary, or Induced Impacts

The Engineer will submit the completed Appendix A to the Sponsor for review and signature. The Engineer will submit the signed Appendix A along with any supporting documentation to the Responsible FAA Official for a CAT EX determination.

4.0 DESIGN PHASE**4.1 Prepare Requests for Reimbursement - Design**

The Engineer will issue monthly invoices for services rendered. The Engineer will prepare FAA Standard Form 271 and WYDOT Aeronautics form 1200-1 for Sponsor reimbursement of eligible expenses incurred from 1.0 Pre Design Phase through 5.0 Special Considerations - Design. The Engineer will submit the completed FAA Standard Form 271 and WYDOT Aeronautics form 1200-1 along with appropriate supporting documentation to the Sponsor's representative for review and approval. Upon approval the Engineer or the Sponsor will submit the completed forms and supporting documentation to the appropriate agencies for reimbursement. It is estimated there will be Four (4) RFR's for expenses incurred from 1.0 Pre Design Phase through 5.0 Special Considerations - Design.

4.2 Review and Evaluate Existing Data

The Engineer will compile the existing data prepared for previous projects at the airport that might be useful in the design of the project. The existing data may include airport master plan, airport Exhibit "A" property plan, engineering drawings, airspace obstruction analyses, aerial photogrammetry data, and aerial photographs. If necessary, the Engineer may verify data gathered with the assistance of local utility companies and/or local airport officials. The Engineer will utilize the pertinent data and information as appropriate to prepare worksheets to facilitate the development of the project. The Engineer will review the existing data for accuracy and completeness and to determine the feasibility of utilizing the data to prepare plans and specifications for the design and construction of the project.

4.3 Analyze Topographic Survey Data

The Engineer will analyze the topographical survey data and prepare the data for use with computer generated plans for construction, consisting of the following tasks:

- Input raw survey data into the computer program in order to sort data into company standard layers for efficient analyzing.
- If available, verify survey data from previous design and "record drawing" conditions with latest field survey.
- Sort all data points by layers and description for computer modeling.
- Verify Surveyor horizontal and vertical control.
- Selectively survey existing ground contours in the existing parking lot area, including the existing paved, verify electrical equipment, drainage features, and fences, locate existing signs, including abandoned sign or light bases and other miscellaneous items.
- Prepare and process data for pavement profiles, grading and/or paving cross sections, and drainage features.

4.4 Analyze Geotechnical Data

The Engineer will analyze the data contained in the Geotechnical Report from the subconsultant, consisting of the following tasks:

- Review geotechnical recommendations, including existing pavement and subgrade conditions.
- Determine appropriate data for pavement design.
- Input data for computer modeling with topographical survey data.
- Prepare pavement data and soil information for incorporation on plan sheets.

4.5 AutoCAD Files Setup and Design

AutoCAD setup time will be required by the Engineer to set up base files following the topographic survey. This includes geometry, topographical features, utilities, and existing and design surfaces.

4.6 Packaging & Design Phase

The Engineer will prepare plans depicting the proposed project. An integral part of the plan preparation process will be to review the overall design for general conformity with FAA criteria in relation to this project. This review is expected to provide a quality assurance review of the overall drawings, not verify aspects of the bid package. It is anticipated that the Engineer will spend approximately Three (3) hours reviewing the documents and documenting necessary revisions in coordination with the FAA, State Aeronautics, and the Sponsor.

Items that may be verified include: existing utility conflicts, access issues, area lighting requirements, construction sequencing, and other unresolved design issues.

The following estimated list of drawings will be used as a guideline based upon experience with previous, similar projects. New drawings identified in the following table will be created in their entirety, as necessary, to complete the project packaging phase.

Title	Description	# of Sheets
Cover Sheet	Project title, project/grant numbers, funding agencies, base layout of airport, and location of project.	1
Project Layout Plan	Depicts overall project layout and schematically identifies key project elements. Lists general notes and construction requirements. Lists total estimated quantities.	1
Construction Safety and Phasing Plan	Depicts the overall phasing map with schedule milestones, phasing requirements for the project. Depicts barricading, haul roads, marking, operating procedures, contractor access, storage, staging areas, etc. Includes notes on project safety and coordination to maintain airfield operational capabilities, ensure safe operations and ensure safe construction traffic throughout the project.	2
Soils boring & Geotechnical Information	Depicts boring locations and identifies all pavement and soils data relevant to the project.	1
Demolition Plan	Depicts demolition limits of asphalt removal and other items requiring removal to facilitate the project.	1
Geometry / Grading Plan	Depicts the overall layout of the apron/parking lot and surface elevations.	4
Marking Plan	Depicts the geometry and layout of marking for the apron and parking lot.	2
Typical Sections & Details	Depicts typical sections of the apron / parking lot pavement, marking details, concrete valley pans, etc.	3

4.7 Prepare Contract Documents

The Engineer will prepare the preliminary contract documents including Notice to Contractors, Instruction to Bidders, Bid Conditions, Bid Proposal, Equal Employment Opportunity Clauses, Notice of Award, Notice to Proceed, Notice of Contractor's Final Settlement, Wage Rate Determination, Construction Contract Agreement, Bid Bond, Performance Bond, Payment Bond, FAA's General Provisions and Special Provisions. Preparation will include describing the work schedules. The preliminary contract documents will be prepared as early as possible during the design phase and submitted to the Sponsor for review by the Sponsor's Attorney. Any comments or modifications required by the Sponsor will be incorporated.

4.8 Prepare Technical Specifications

The Engineer will review and assemble the technical specifications necessary for the intended work. Standard FAA specifications (Advisory Circular 150-5370-10, most current revision) will be used for this project. Additional specifications may be prepared to address work items or materials not covered by the FAA specifications.

The standard specifications to be utilized include but are not limited to the following:

Item C-100 Contractor Quality Control Program (CQCP)

Item C-102 Temporary Air and Water Pollution, Soil Erosion and Siltation Control
 Item C-105 Mobilization
 Item P-101 Surface Preparation
 Item P-152 Excavation, Subgrade, and Embankment
 Item P-154 Subbase Course
 Item P-208 Aggregate Base Course
 Item P-401 Asphalt Mix Pavement
 Item P-603 Emulsified Asphalt Tack Coat
 Item P-610 Structural Portland Cement Concrete
 Item P-620 Runway and Taxiway Marking
 Item L-110 Airport Underground Electrical Duct Banks and Conduits
 Item L-115 Electrical Manholes and Junction Structures

If Modifications to the FAA Standard Specifications seem justified, the modifications will be thoroughly reviewed with the FAA at this point and if the FAA concurs, the modifications will be placed in the design report and the final specification manual.

4.9 Prepare Special Provisions

The Engineer will prepare Special Provisions separately for the contract documents to supplement or expound on the General Provisions that require additional clarification or modification. They may include, but are not limited to, the following items:

- Standard Specifications
- Underground Facilities
- Contractor's Understanding
- Contractor's Insurance
- Indemnification
- Commencement, Prosecution, and Completion of Work
- Guarantee/Warranty Period
- Sales and Use Tax
- Permits and Compliance with Laws
- Payment for Additional Work Required of Engineer
- Contract Contingent upon Receipt of Funding
- Working Day
- Haul Roads/Project Access
- Sanitation Facilities for Construction Personnel
- Construction Debris
- Final Payment and Acceptance
- Contractor's Quality Control Program
- Airport Security
- Work Schedule
- Sequencing of the Work
- Pre-Construction Conference
- Gravel Source
- Water Source
- Submittals
- Substantial Completion
- Contractor's As-Constructed Drawings
- Bid Item Unit Costs
- Cost Analysis
- Disadvantaged Business Enterprise

- Required Contract Clauses
- Environmental Issues
- Closure of AOA's
- Existing Utilities/Underground Cables
- Utility Service for Contractor
- Contracts/Subcontracts
- Liquidated Damages
- Additional Acceptance Testing Requirements
- Additional Quality Control Requirements
- Special Testing Considerations
- Project Closeout Forms

4.10 Prepare FAA Form 7460

The Engineer will prepare FAA Form 7460 – Notice of Proposed Construction or Alteration in order to have construction activities on the Airport and submit to the FAA.

4.11 Prepare Construction Safety Phasing Plan (CSPP)

The Engineer will develop a Construction Safety and Phasing Plan to ensure safety compliance when coordinating construction activities with airport operations. Potential safety hazards and their respective mitigation procedures will be outlined at a preliminary level. The plan will be developed in accordance with the requirements of FAA Advisory Circular 150/5370-2 (most current revision). A proposed construction phasing plan that meets the requirements of the AC and the operational needs of the airport will be developed as part of the CSPP. The CSPP will address the following items:

- Coordination
- Phasing
- Areas and Operations affected by the Construction Activity
- Protection of Navigational Aids (NAVAIDs)
- Contractor Access
- Wildlife Management
- Foreign Object Debris (FOD) Management
- Hazardous Material (HazMat) Management
- Notification of Construction Activities
- Inspection Requirements
- Underground Utilities
- Penalties
- Special Conditions
- Runway and Taxiway Visual Aids
- Hazard Markings and Lightings
- Marking and Signs for Access Routes
- Protection of Runway and Taxiway Areas
- Other Limitations on Construction

The completed document will be submitted to the FAA for review and approval when design is 65% complete. It is anticipated that clarifying revisions will be necessary following submission to the FAA. This document is estimated to be approximately 30 pages in length. It is assumed that the CSPP will meet the current FAA Safety Management System (SMS) requirements for this airport.

4.12 Calculate Estimated Quantities

The Engineer will calculate all necessary quantities for the various work items. Quantities will be consistent with the specifications and acceptable quantity calculation practices. Updated quantity estimates will be prepared and included with each of Design Review submittals.

4.13 Prepare Estimate of Probable Construction Cost

The Engineer will prepare and maintain an estimate of probable construction cost as design progresses. A current cost estimate will be submitted with each plan review and submittal. These estimate updates will be based on quantities derived from project design at the current completion level, information obtained from previous projects, contractors, material suppliers, and other databases available, for each schedule.

4.14 Prepare Engineer's Design Report

During the preparation of the preliminary plans and specifications, a Design Report will be prepared following the current FAA Northwest Mountain Region guidance. The report will include a detailed description of the work, photographs of the site, specific elements of the design, a schedule for the completion of the design, bidding and construction of the work, any alternative design concepts that were investigated and evaluated, Modifications of Standards, and a summary of the CSPP. A General Plan depicting limits of construction and establishing project control and design parameters will be included as well as an Engineer's cost estimate. A copy of the Geotechnical Report will be included as an attachment. This document is anticipated to be approximately 50 pages in length including appendices.

4.15 Prepare FAA Pavement Design Report

The Engineer will design a pavement section or pavement sections and submit the Design Report to the FAA for review and approval. Pavement strength will be calculated in accordance with the FAA Advisory Circular 150/5320(most current revision). The following efforts will be completed under this task:

- Establish the frost protection method/review historic frost design.
- Review ground vehicle traffic usage (heavy trucks).
- Select subbase and base course material; granular (<100K) or stabilized (>100K).
- Review ultimate pavement strength.
- Calculate sub-excavation for stabilization if necessary.
- Review proposed pavement analysis with FAA.
- Prepare pavement design report to describe the design procedure, historic design, and justification for the FAA, State Aeronautics, and Sponsor.
- Prepare FAA Pavement Design Form 5100 for each separate pavement section.
- Submit FAA Pavement Design Form 5100 to the FAA prior to the _90_% Design Review.

4.16 Prepare Engineer's Recommendation for Modification of Standards

The Engineer will prepare and submit to the appropriate FAA ADO a recommendation for modifications of FAA standards. The Engineer's recommendation will contain a list of standards affected, the basis for each modification as allowed by FAA Order 5300.1, a description of each proposed modification, and the Engineer's assurance that the modifications will provide a finished product that will meet FAA standards for acceptance and will perform for its intended design life.

4.17 Prepare Engineer's Recommendation for Clarification to Standards

The Engineer will prepare and submit to the appropriate FAA ADO a recommendation for clarification to FAA standards. The Engineer's recommendation will contain a list of standards affected, the basis for each clarification as allowed by FAA Order 5300.1, a description of each proposed clarification, and the Engineer's assurance that the clarifications will provide a finished product that will meet FAA standards for acceptance and will perform for its intended design life.

4.18 Determination and Submittal of Permits

The Engineer will determine what special permits are required. If any special permits are required, the Engineer will include the necessary applications in the project contract documents and specifications for submittal by the Contractor. The Sponsor will pay for or reimburse the costs of permits and/or application fees.

4.19 Submit FAA Standard Contract Documents to Sponsor's Attorney to Verify Local Requirements

The Engineer will work with the Sponsor's legal counsel to revise standard FAA contract documents to meet local requirements. Any additional comments will be incorporated and documented per FAA guidelines. Any changes made by the Sponsor will be submitted to the FAA for concurrence.

4.20 Conduct Design Review Meetings**4.20.1 Design Review Meetings at 25% Complete**

The Engineer will prepare and distribute preliminary plans to the FAA, State Aeronautics and the Sponsor for review. A meeting will be held virtually by teleconference. During the meeting the project will be reviewed to assure the FAA, State Aeronautics and Sponsor's understanding of the design. The Engineer will also schedule an inspection of the project site with the Sponsor and identify areas that require further design efforts. This meeting will review pavement design considerations and establishment of anticipated bid schedules.

4.20.2 Design Review Meeting at 65% Complete

The Engineer will prepare and distribute preliminary plans to the FAA, State Aeronautics, and the Sponsor for Review. A meeting will be held virtually by teleconference. During the meeting the project will be reviewed to assure the FAA, State Aeronautics, and Sponsor's understanding of the design.

4.20.3 Design Review Meeting at 95% Complete

The Engineer will prepare and distribute 95% complete plans, Bid Sheet, Quantities, Cost Estimate, and Engineer's Design Report to the FAA, State Aeronautics, and the Sponsor for review. A meeting will be held at the airport property and via teleconference. The Project Manual, Plans and Specifications will be reviewed at this meeting.

4.21 Conduct Quality Control Review at 100% Complete

As an integral part of this process, an internal peer review will be conducted as part of the company quality control process. Conducted in the Engineer's office, another Engineer with equivalent experience will review the overall package to ensure the documents meet the quality requirements of the organization.

4.22 Final Packaging and Design

The Engineer will develop the Final Plans depicting the project. The Engineer will utilize the comments received from the FAA, State Aeronautics, Sponsor's Attorney, and Sponsor to make revisions to the preliminary Plans.

4.23 Prepare and Submit Final Plans and Specifications

A final set of plans, specifications, and contract documents which incorporates all revisions, modifications and corrections determined during the design reviews will be published and distributed to the appropriate parties for their records.

4.24 Monthly Update Meetings

Attend monthly meetings with Sponsor via teleconference to coordinate work items, bring Sponsor up to date on progress, and discuss upcoming events. Create a monthly correspondence capturing the progress and upcoming work and issue to the Sponsor, State Aeronautics, and FAA. It anticipated three (3) meetings will be held.

4.25 Construction Sequencing, Phasing, and Constructability Review

This task involves evaluating critical path items; FAA, State Aeronautics, and Sponsor budget schedules; Sponsor and tenant operational requirements; and seasonal limitations; sequencing of work; and construction phasing to minimize resulting cost impacts to the Sponsor. One (1) meeting with the Sponsor and tenants is anticipated on site.

4.26 Storm Drainage Analysis and Design

Storm drainage design for this project will be designed in accordance with FAA Advisory Circular 150/5320-5D. Storm drainage facilities on airport property will also be designed and evaluated for performance and integration into the local storm drainage system adjacent to the airport. The Engineer will incorporate any and all applicable local laws and regulations pertaining to storm drainage into project designs and specifications. Storm drainage facilities will be evaluated for both carrying capacity and hydraulic performance, as well as constructability.

TASK 4 DELIVERABLES	TO FAA/STATE	TO SPONSOR
4.1 Prepare Request for Reimbursement (Design)	✓	✓
4.10 Prepare FAA Form 7460	✓	
4.11 Prepare Construction Safety Phasing Plan (CSPP)	✓	✓
4.20 25% Design Submittal	✓	✓
4.20 65% Design Submittal	✓	✓
4.20 95% Design Submittal	✓	✓

TASK 4 MEETINGS/SITE VISITS	LOCATION/ATTENDEES/DURATION
4.20 Conduct Design Review Meeting	1 at Hunt Field/Project Manager and Project Engineer/9 hours with travel 2 via teleconference/Project Manager and Project Engineer/ 2 hours
4.24 Monthly Update Meetings	3 via teleconference/Project Manager and Project Engineer/1 hour each
4.25 Construction Sequencing, Phasing and Constructability Review	1 at Hunt Field/Project Manager and Project Engineer/9 hours with travel

5.0 SPECIAL CONSIDERATIONS – DESIGN

5.1 Topographical and Control Survey

Existing Conditions: Evaluate utilities and existing conditions. Coordinate utility purveyor contacts. Collect system drawings if available. Coordinate/Confirm with Hunt Field Airport Manager on Airport Utilities.

Topographic Site Survey: Review as-builts of previous work/projects. Conduct comprehensive site survey to encompass existing surface features, utilities, culverts, ditches and drainage systems, that may be affected by the improvements.

Utility Locates: Identify the utility-locate limits and call for utility locates. Activities include: corresponding with OneCall and utility purveyor representatives, and verifying utility paint marks onsite. Include the survey limits map for general reference.

Field Survey: Survey all terrain features. Survey utility locate markings. Verify rim elevations, pipe diameters, pipe types, and depth to pipe inverts. Survey primary electrical poles, lighting and appurtenances. Survey secondary electrical features. Survey telecom features such as manholes, vaults and pedestals. Surveyor will collect all locations of soil borings conducted for the project. Survey existing grade of asphalt. Survey will set project control covering the entire project area for use in topo survey and later for use in construction.

Base Mapping: Prepare a Base Map and Digital Terrain Model of the Topographic Survey. Identify all existing features. Linework for existing utilities shall include all nodes and connecting pipe sizes, slopes and pipe materials, if known. Deliverables include 1"-50' survey base map in AutoCAD with surveyed features, contours and a 3D existing surface model/surface TIN.

5.2 Geotechnical Investigation

A Geotechnical Investigation is to be completed by a subconsultant. The subconsultant's work will include an on-site subsurface investigation, associated field and laboratory testing to determine the effect of existing subsurface conditions on the design of the project. The Geotechnical Engineer will prepare a report outlining their findings. The FAA and State Aeronautics Division will receive a copy of the geotechnical report.

TASK 5 MEETINGS/SITE VISITS	LOCATION/ATTENDEES/DURATION
5.1 Topographic Survey	Hunt Field/Project Surveyor/2 days

6.0 POST CONSTRUCTION COORDINATION PHASE

6.1 Grant Closeout

The Engineer will summarize the design and administrative costs and provide a 1-2 page narrative on the design costs to close out the project. This close out will be submitted to the FAA and WYDOT.

TASK 11 DELIVERABLES	TO FAA/STATE	TO SPONSOR
11.1 Grant Closeout Report	✓	✓

PART 2: ADDITIONAL SERVICES

1.0 ADDITIONAL SERVICES REQUIRING SPONSOR'S WRITTEN AUTHORIZATION

If authorized in writing by Sponsor, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services unless otherwise indicated in Part 1 and will be paid for by Sponsor as indicated in Exhibit C.

- 1.1** Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
- 1.2** Services to verify the accuracy of drawings or other information furnished by Sponsor or others.
- 1.3** Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Sponsor's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
- 1.4** Services required as a result of Sponsor's providing incomplete or incorrect Project information to Engineer.
- 1.5** Providing renderings or models for Sponsor's use.
- 1.6** Undertaking investigations and studies including, but not limited to:
 - detailed consideration of operations, maintenance, and overhead expenses;
 - the preparation of feasibility studies;
 - preparation of appraisals; and
 - audits or inventories.
- 1.7** Providing the following services:
 - Services attributable to more prime construction contracts than specified in Part 1.
 - Services to arrange for performance of construction services for Sponsor by contractors other than the principal prime Contractor, and administering Sponsor's contract for such services.
- 1.8** Preparing additional bidding-related documents, or other construction procurement documents for alternate bids or cost estimates requested by Sponsor for the Work or a portion thereof.
- 1.9** Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required in Part 1.
- 1.10** Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Sponsor, utility companies, and other sources and related revisions to revise Record Drawings.
- 1.11** Preparation of operation, maintenance, and staffing manuals.

- 1.12** Assistance to Sponsor in training Sponsor's staff to operate and maintain Project equipment and systems.
- 1.13** Assistance to Sponsor in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.
- 1.14** Preparing to serve or serving as a consultant or witness for Sponsor in any litigation, arbitration, lien or bond claim, or other legal or administrative proceeding involving the Project.
- 1.15** Overtime work or nighttime requiring higher than regular rates.
- 1.16** Providing construction surveys and staking to enable Contractor to perform its work other than as required in Part 1; any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
- 1.17** Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract.
- 1.18** Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

2.0 ADDITIONAL SERVICES NOT REQUIRING SPONSOR'S WRITTEN AUTHORIZATION

Engineer shall advise Sponsor that Engineer is commencing to perform or furnish the Additional Services of the types listed below (unless otherwise indicated in Part 1). For such Additional Services, Engineer need not request or obtain specific advance written authorization from Sponsor. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from Sponsor.

- 2.1** Services in connection with Work Change Directives and Change Orders to reflect changes requested by Sponsor.
- 2.2** Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.
- 2.3** Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
- 2.4** Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.
- 2.5** Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Sponsor prior to Substantial Completion.
- 2.6** Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.

- 2.7** Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.
- 2.8** While at the Site, compliance by Engineer and its staff with those terms of Sponsor's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.

EXHIBIT B

ENGINEERING FEES

AIRPORT: Hunt Field
LOCATION: Lander, WY
A.I.P PROJECT NUMBER: 3-56-0016-024-2025
STATE AERONAUTICS PROJECT NO.: ALN008
PROJECT DESCRIPTION: Apron Reconstruction - Design

PROJ. NO: 240424
DATE: 11/19/2024

REV. NO:

ENGINEERING SERVICES		
1.0	PRE-DESIGN PHASE	\$26,482.00
2.0	DISADVANTAGED BUSINESS ENTERPRISE (DBE) - DESIGN PHASE	\$7,100.00
3.0	PLANNING AND ENVIRONMENTAL PHASE	\$6,710.00
4.0	DESIGN PHASE	\$119,507.00
5.0	SPECIAL CONSIDERATIONS - DESIGN	\$34,475.50
6.0	POST CONSTRUCTION COORDINATION PHASE	\$5,080.00
TOTAL ENGINEERING FEES		\$199,354.50

Checks

Item No.		Project Manager	Project Engineer	Staff Engineer	Survey Manager	Project Surveyor	Staff Surveyor	Survey Technician	Project Manager	Contract Administrator	Total	Misc.	Cost	
1.0	PRE-DESIGN PHASE	\$230.00	\$150.00	\$125.00	\$190.00	\$190.00	\$115.00	\$115.00	\$230.00	\$100.00	Hours	Costs	Summary	
1.1	Pre-Design Meeting	4	4								8	\$0.00	\$1,520.00	
1.2	Scope of Work	6	12								18	\$0.00	\$3,180.00	
1.3	Preliminary Estimating	2	8	8							18	\$0.00	\$2,660.00	
1.4	Draft Engineering Contract	2								4	6	\$0.00	\$860.00	
1.5	Prepare Federal Grant Application	1								2	3	\$0.00	\$430.00	
1.6	Periodic Project Updates		6								6	\$0.00	\$900.00	
1.7	Project Management Plan	26	12	12							50	\$0.00	\$9,280.00	
1.8	Coordinate with Subconsultants	4	30	6							40	\$0.00	\$6,170.00	
1.9	Quarterly Performance Reports - Design	2								2	4	\$0.00	\$660.00	
Estimated Total Man-hours		47	72	26	0	0	0	0	0	8	153	\$0.00	\$25,660.00	
Summary Costs		\$ 10,810.00	\$ 10,800.00	\$ 3,250.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 800.00				
Reimbursable-Mailing												0	\$0.00	\$0.00
CADD Time												0	\$25.00	\$0.00
Miscellaneous												0	\$0.00	\$0.00
Auto Rental												0 Days	\$0.00	\$0.00
Mileage			430								430 Mi	\$0.67	\$288.00	
Lodging and Per Diem			3								3 Days	\$178.00	\$534.00	
Travel and Airline Costs												0 Trips	\$0.00	\$0.00
												TOTAL		\$26,482.00

Labor Subtotal Checks
Reimbursables Subtotal \$25,660.00
Total Phase 1 \$822.00
\$26,482.00

Item No.		Project Manager	Project Engineer	Staff Engineer	Survey Manager	Project Surveyor	Staff Surveyor	Survey Technician	Project Manager	Contract Administrator	Total	Misc.	Cost	
2.0	DISADVANTAGED BUSINESS ENTERPRISE (DBE) - DESIGN PHASE	\$230.00	\$150.00	\$125.00	\$190.00	\$190.00	\$115.00	\$115.00	\$230.00	\$100.00	Hours	Costs	Summary	
2.1	Prepare 3-Year Goal and Update DBE Plan	2								12	14	\$0.00	\$1,660.00	
2.2	Prepare Project Goal	2								12	14	\$0.00	\$1,660.00	
2.3	Prepare Required Contract Clauses for Prime Contracts	2								8	10	\$0.00	\$1,260.00	
2.4	Review Bid Proposals for DBE Compliance	2								8	10	\$0.00	\$1,260.00	
2.5	Verification of DBE Participation	2								8	10	\$0.00	\$1,260.00	
											8			
Estimated Total Man-hours		10	0	0	0	0	0	0	0	56	58	\$0.00	\$7,100.00	
Summary Costs		\$ 2,300.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,600.00				
Reimbursable-Mailing											0	\$0.00	\$0.00	
CADD Time								0	0			\$25.00	\$0.00	
Miscellaneous											0	\$0.00	\$0.00	
Auto Rental											0 Days	\$0.00	\$0.00	
Mileage											0 Mi	\$0.67	\$0.00	
Lodging and Per Diem											0 Days	\$178.00	\$0.00	
Travel and Airline Costs											0 Trips	\$0.00	\$0.00	
											TOTAL		\$7,100.00	

Labor Subtotal ???
Reimbursables Subtotal \$7,100.00
Total Phase 2 \$0.00
\$7,100.00

Item No.		Project Manager	Project Engineer	Staff Engineer	Survey Manager	Project Surveyor	CADD Tech	Survey Technician	Aviation Planner	Contract Administrator	Total	Misc.	Cost	
3.0	PLANNING AND ENVIRONMENTAL PHASE	\$230.00	\$150.00	\$125.00	\$190.00	\$190.00	\$105.00	\$115.00	\$100.00	\$100.00	Hours	Costs	Summary	
3.1	Prepare and Submit CAT EX Documentation	4	8	30			8				50	\$0.00	\$6,710.00	
Estimated Total Man-hours		4	8	30	0	0	8	0	0	0	50	\$0.00	\$6,710.00	
Summary Costs		\$ 920.00	\$ 1,200.00	\$ 3,750.00	\$ -	\$ -	\$ 840.00	\$ -	\$ -	\$ -				
Reimbursable-Mailing											0	\$0.00	\$0.00	
CADD Time								0				0	\$25.00	\$0.00
Miscellaneous											0	\$0.00	\$0.00	
Auto Rental											0 Days	\$0.00	\$0.00	
Mileage											0 Mi	\$0.67	\$0.00	
Lodging and Per Diem											0 Days	\$178.00	\$0.00	
Travel and Airline Costs											0 Trips	\$0.00	\$0.00	
											TOTAL		\$6,710.00	

Checks

Labor Subtotal \$6,710.00
Reimbursables Subtotal \$0.00
Total Phase 3 \$6,710.00

Item No.		Project Manager	Project Engineer	Staff Engineer	Survey Manager	Project Surveyor	CADD Manager	CADD Tech	Project Manager	Contract Administrator	Total	Misc.	Cost
4.0 DESIGN PHASE		\$230.00	\$150.00	\$125.00	\$190.00	\$190.00	\$140.00	\$105.00	\$230.00	\$100.00	Hours	Costs	Summary
4.1	Prepare Requests for Reimbursement - Design	2								8	10	\$0.00	\$1,260.00
4.2	Review and Evaluate Existing Data	2	2	2							6	\$0.00	\$1,010.00
4.3	Analyze Topographic Survey Data	2	4			2	2				10	\$0.00	\$1,720.00
4.4	Analyze Geotechnical Data	2	4								6	\$0.00	\$1,060.00
4.5	AutoCAD Files Setup and Design						4				4	\$0.00	\$560.00
4.6	Packaging & Design Phase	30	54	126	0	0	42	148	0	0	400	\$0.00	\$52,170.00
	Cover Sheet	2	2				2	4			10	\$0.00	\$1,460.00
	Project Layout Plan	4	4	4			4	8			24	\$0.00	\$3,420.00
	Construction Safety & Phasing Plan	4	8	14			4	20			50	\$0.00	\$6,530.00
	Soils Boring & Geotechnical Information	2	4	8			4	12			30	\$0.00	\$3,880.00
	Demolition Plan	4	8	8			4	12			36	\$0.00	\$4,940.00
	Geometry/Grading Plan	8	20	60			8	60			156	\$0.00	\$19,760.00
	Marking Plan	2	6	20			8	20			56	\$0.00	\$7,080.00
	Typical Sections and Details	4	2	12			8	12			38	\$0.00	\$5,100.00
4.7	Prepare Contract Documents	2	8							8	18	\$0.00	\$2,460.00
4.8	Prepare Technical Specifications	2	6	16							24	\$0.00	\$3,360.00
4.9	Prepare Special Provisions	2	6								8	\$0.00	\$1,360.00
4.10	Prepare FAA Form 7460									2	2	\$0.00	\$200.00
4.11	Prepare Construction Safety Phasing Plan (CSPP)	4	8	12							24	\$0.00	\$3,620.00
4.12	Calculate Estimated Quantities	2	8	8							18	\$0.00	\$2,660.00
4.13	Prepare Estimate of Probable Construction Cost	2	8	8							18	\$0.00	\$2,660.00
4.14	Prepare Engineer's Design Report	4	8	12							24	\$0.00	\$3,620.00
4.15	Prepare FAA Pavement Design Report	2	6	12							20	\$0.00	\$2,860.00
4.16	Prepare Engineer's Recommendation for Modifications to Standards	4	8								12	\$0.00	\$2,120.00
4.17	Prepare Engineer's Recommendation for Clarification of Standards	2	4								6	\$0.00	\$1,060.00
4.18	Determination and Submittal of Permits	1	2								3	\$0.00	\$530.00
4.19	Submit FAA Standard Contract Documents to Sponsor's Attorney to Verify Local Requirements	1								4	5	\$0.00	\$630.00
4.20	Conduct Design Review Meetings	30	30							16	76	\$0.00	\$13,000.00
4.21	Conduct Quality Control Review at 100% Complete	8									8	\$0.00	\$1,840.00
4.22	Final Packaging and Design	4	8	8			8	8		4	40	\$0.00	\$5,480.00

4.23	Prepare and Submit Final Plans and Specifications	2	4	4								10	\$0.00	\$1,560.00
4.24	Monthly Update Meetings	8	8									16	\$0.00	\$3,040.00
4.25	Construction Sequencing, Phasing, and Constructability Review	2	2									4	\$0.00	\$760.00
4.27	Storm Drainage Analysis and Design	2	10	8								20	\$0.00	\$2,960.00
Estimated Total Man-hours		122	198	216	0	2	56	156	0	42		792	\$0.00	\$113,560.00
Summary Costs		\$ 28,060.00	\$ 29,700.00	\$ 27,000.00	\$ -	\$ 380.00	\$ 7,840.00	\$ 16,380.00	\$ -	\$ 4,200.00				
Reimbursable-Mailing												0	\$0.00	\$0.00
CADD Time						2	56	156				214	\$25.00	\$5,350.00
GPS Time												0	\$65.00	\$0.00
Monumentation												0	\$0.00	\$0.00
Mileage		360										360 Mi	\$0.67	\$241.00
Lodging and Per Diem		1	1									2 Days	\$178.00	\$356.00
Travel and Airline Costs												0 Trips	\$0.00	\$0.00
													TOTAL	\$119,507.00

Labor Subtotal

Reimbursables Subtotal

Total Phase 4

Checks

\$113,560.00

\$5,947.00

\$119,507.00

Item No.		Project Manager	Project Engineer	Staff Engineer	Survey Manager	Survey Technician	Staff Surveyor	Survey Technician	Project Manager	Contract Administrator	Total	Misc.	Cost	
5.0	SPECIAL CONSIDERATIONS - DESIGN	\$230.00	\$150.00	\$125.00	\$190.00	\$115.00	\$115.00	\$115.00	\$230.00	\$100.00	Hours	Costs	Summary	
5.1	Topographical and Control Survey	4									4	\$18,285.50	\$19,205.50	
5.2	Geotechnical Investigation	4									4	\$14,350.00	\$15,270.00	
Estimated Total Man-hours		8	0	0	0	0	0	0	0	0	8	\$32,635.50	\$34,475.50	
Summary Costs		\$ 1,840.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
	Reimbursable-Mailing											0	\$0.00	\$0.00
	GPS Time											0	\$65.00	\$0.00
	CAD											0	\$25.00	\$0.00
	Auto Rental											0 Days	\$0.00	\$0.00
	Mileage											0 Mi	\$0.67	\$0.00
	Lodging and Per Diem											0 Days	\$178.00	\$0.00
	Travel and Airline Costs											0 Trips	\$0.00	\$0.00
												TOTAL		\$34,475.50

Item No.		Project Manager	Project Engineer	Staff Engineer	CADD Manager	CADD Tech	Staff Surveyor	Survey Manager	Administrative Assistant	Contract Administrator	Total	Misc.	Cost
6.0	POST CONSTRUCTION COORDINATION PHASE	\$230.00	\$150.00	\$125.00	\$140.00	\$105.00	\$115.00	\$190.00	\$100.00	\$100.00	Hours	Costs	Summary
6.1	Grant Closeout	6	14							16	36	\$0.00	\$5,080.00
	Estimated Total Man-hours	6	14	0	0	0	0	0	0	16	36	\$0.00	\$5,080.00
	Summary Costs	\$ 1,380.00	\$ 2,100.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,600.00			
	Reimbursable-Mailing										0	\$0.00	\$0.00
	GPS Time							0			0	\$65.00	\$0.00
	CAD										0	\$25.00	\$0.00
	Auto Rental										0 Days	\$0.00	\$0.00
	Mileage										0 Mi	\$0.67	\$0.00
	Lodging and Per Diem										0 Days	\$178.00	\$0.00
	Travel and Airline Costs										0 Trips	\$0.00	\$0.00
												TOTAL	\$5,080.00

December 3, 2024

Rebecca Wersal
 FAA – Denver ADO
 26805 East 68th Ave. Suite 224
 Denver, CO 80249-6361

Job Title: Apron Reconstruction-Design
 Location: Lander, WY
 AIP Grant: 03-56-0016-024-2025

Dear Rebecca,

Please accept this letter as the Record of Negotiation for the above referenced project.

1. The consulting firm Ardurra Group, Inc. was selected on June 22, 2021, from those consultants who submitted their qualifications.
2. A scoping meeting was held on October 17, 2024 with the FAA, WYDOT Aeronautics, Sponsor, and Ardurra to ensure that all parties had a thorough understanding of the project.
3. A final scope of work was prepared and submitted to the FAA on November 19, 2024.
4. After review of qualified firms, the Sponsor selected Airport IFE Services, Inc. from Tennessee to complete the Independent Fee Estimate (IFE). The scope of work was sent to IFE Services on November 29, 2024. Airport IFE Services presented the IFE to the Sponsor on December 2, 2024.
5. Upon receipt of the IFE, Ardurra submitted their fee proposal to the Sponsor on December 2, 2024.

The initial fee from Ardurra was lower than the IFE. Airport IFE’s fee was 13.3% higher than Ardurra’s.

A summary of the figures from Ardurra’s fee proposal and Airport IFE Services’ IFE is provided below:

		Ardurra	Airport IFE Services
Reconstruct S GA Apron			
1.0	Pre-Design Phase	\$26,482.00	\$40,300.00
2.0	Disadvantaged Business Enterprise (DBE)-Design Phase	\$7,100.00	\$10,900.00
3.0	Planning and Environmental Phase	\$6,710.00	\$6,700.00
4.0	Design Phase	\$119,507.00	\$130,100.00
5.0	Special Consideration-Design	\$34,475.50	\$39,200.00
6.0	Post Construction Coordination Phase	\$5,080.00	\$2,800.00
TOTAL:		\$199,354.50	\$230,000.00

6. The final fee proposal as shown above is considered reasonable by the Sponsor. The IFE fee is 13.3% higher than Ardurra's fee, which is allowable as outlined in AC 150/5100-14E Change 1. A Work Order will be prepared between the Sponsor and Ardurra. The Scope of Work, IFE, and Ardurra's Fee Proposal are attached to this record of negotiation and hereby submitted to the FAA for a reasonableness of cost determination.
7. The negotiations were conducted in good faith to ensure the fees are fair and reasonable. The procedures outlined in AC 150/5100-14E have been followed.

Sincerely,

Monte Richardson
Mayor – City of Lander

CC: Timothy Dolan – WYDOT Aeronautics
Wesley Werbelow – Ardurra Group, Inc.

Lander Ambassadors



11/11/2024

City of Lander, Wyoming
240 Lincoln Street
Lander, WY 82520

Dear Mayor Richardson:

I am writing at your request regarding the title and actual ownership of a parade float that the Lander Ambassadors built in 1985.

I have been asked to represent the Ambassadors and our current president Mike Jones. My name is Jeff Young, and I am a past president of the Lander Ambassadors and began my time with the club while I was serving on the Lander Chamber Board between 2010 and 2017 where I was also president in 2014.

The Lander Ambassadors have had a long-standing relationship with the City of Lander since the club's inception in 1982. The Ambassadors have represented the City and the chamber for over 40 years and have donated to the purchase of city statues, upgrades including the bar and carpeting at the former community center and paying off the construction loan and paying for the coat closet at the current community center. Through our efforts, we have donated over one million dollars in support of the City of Lander, Lander businesses and non-profits in our community.

The parade float that represents the Lander Ambassadors was constructed in 1985 and was, until last year, a motorized horse trailer that was donated to the club by Mr. BT McManis. The float included a horse trailer that was attached to a wrecked Ford Bronco and has been driven in events including the 4th of July parade, advertisement for our fund-raising events and Light Up Lander for approximately 37 years. As a right of passage, new club members were required to drive the horse trailer during the 4th of July parade until 2023 where, as a

club, we determined that it was not safe to continue its use due to sight limitations during operation and the toxic environment the trailer created by enclosing a gas vehicle inside of the trailer. In 2023, it was determined that removing the trailer from the vehicle and the purchase of a cargo trailer to tow behind would more benefit the club and Business After Hours where we donate our efforts in support of the Lander Chamber of Commerce and local businesses. The horse trailer has since been removed from the vehicle and upon an attempt to license it for use, it was determined that as a favor to the Ambassadors, the City of Lander in 1985 agreed to provide title for the float because at that time, the ambassadors were not a 501 3C and could not own the float as a group. It was also determined through the State of Wyoming that the City of Lander was the last known vehicle owner and that the Ambassadors had been licensing the float as a trailer and not a vehicle. The float continued to be licensed as a trailer in Laramie County and the Bronco had never been licensed in the State of Wyoming.

The Lander Ambassadors are requesting the release of the title to the club by the City of Lander so we can continue the use of the vehicle in its original intent in support of the City, the Lander Chamber of Commerce and the Lander Ambassadors.

Sincerely,

Jeffrey A. Young, Lander Ambassador, Past President

Michael Jones, Lander Ambassador, Current President

A handwritten signature in black ink, appearing to read "Michael Jones", written in a cursive style.