



# CITY OF LANDER - REGULAR COUNCIL MEETING

Tuesday, May 09, 2023 at 6:00 PM

City Council Chambers, 240 Lincoln Street

## AGENDA

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Join Zoom Meeting

<https://us06web.zoom.us/j/81955222108?pwd=VWFwZCt1M3JtaE92d3dISkdsbWVBdz09>

Meeting ID: 819 5522 2108

Passcode: 564125

### 1. CALL TO ORDER

- A. Pledge of Allegiance
- B. Roll Call

### 2. APPROVAL OF AGENDA

- 3. Kara Colovich, Energy and Environment Task Force, Presentation on Charging and Fueling Infrastructure Discretionary Grant Program

### 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.](#) Kid To Parks Day May 20, 2023
- [B.](#) Elks National Youth Week May 1-7, 2023, 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.](#) April 11, 2023 Regular Council Meeting Minutes
- [B.](#) April 25, 2023 Regular Council Meeting Minutes
- [C.](#) April 25, 2023 Work Session Council Meeting Minutes

### 9. NEW BUSINESS (ACTION ITEMS)

- [A.](#) Read Proposed City of Lander Budget FY 2023-2024 Into the Record

- B. Authorize Mayor to sign Request for FAA Approval of Agreement for Trade Entitlements waiving receipt of \$150,000.00 from fiscal years 2020 and 2023 for the Hunt Field Airport so that those sums can be made available to the Fort Bridger Airport
- C. Authorize the Mayor to sign John Deere Customer Purchase Agreement/Commitment to Lease for John Deere Construction, Utility and Forestry Products and Compact Construction Equipment-US PA#09052254 for the purchase of a John Deere 624 P-Tier Wheel Loader, 2023 WAUSAU 1850 BMP Blue Max Airport Plow and a 2023 CRAIG 5 yd light material bucket in the total amount of \$321, 468.05 for the Hunt Field Airport as previously approved.
- D. Authorize the Mayor to sign Memorandum of Understanding Between the Fremont County Pioneer Museum and the City of Lander
- E. Award Bid to American Road Maintenance in the total amount of \$117,766.00 for the Lander Hunt Field Airport-LND Pavement Maintenance Project.
- F. Approve Wind River Visitors Council's Proposed Budget And Operating Plan FY 2023-2024
- G. Authorize Mayor To Sign Agreement Amendment-Fy2023 Transportation Alternatives Program (TAP) Project CD23514
- H. Authorize Mayor To Sign Agreement Amendment -Fy2023 Transportation Alternatives Program (TAP) Project CD23513
- I. Authorize the Mayor to sign the Addendum to the Extension of the Golf Course Lease Agreement
- J. Authorize the Mayor to sign the Notice of Award dated 5/9/2023 to High Country Construction, Inc. in the amount of \$9,484,375.50 for the Lander High-Pressure Water System Upgrades-Phase III Projects
- K. Authorize payment of Bills and Claims
- L. Authorize the Mayor to sign the 2023 Wildland Fire Management Annual Operating Plan
- M. Authorize the Mayor to sign the Agreement Between Owner (City of Lander) and Engineer (DOWL) For Professional Services specifically a Popo Agie River Park Pathway Study not to exceed \$199,518.00.

## **10. OLD BUSINESS (ACTION ITEMS)**

- A. Third Reading Ordinance 2023-2 An Ordinance Redistricting Election Wards In Accordance With W.S.§ 22-23-103 And Lander City Code 12-1-2 And Repealing Ordinance 442 Enacted 1963
- B. Third Reading Ordinance 2023-1 An Ordinance Fixing and Determining the Mill Levy Necessary to be Levied to Raise Sufficient Money by General Tax to Meet the Current Expenses of the City of Lander for the Fiscal Year Commencing July 1, 2023

## **11. EXECUTIVE SESSION**

- A. Litigation

## **12. ADJOURNMENT**



Upcoming Council Meetings:

Regular Meetings:

6:00 PM Tuesday, May 23, 2023, City Council Chambers

6:00 PM Tuesday, June 13, 2023, City Council Chambers

Work Sessions:

Immediately following Regular Meeting Tuesday, May 23, 2023, City Council Chambers

**All meetings are subject to cancellation or change.**

# Charging and Fueling Infrastructure Discretionary Grant Program

[CFlgrants@dot.gov](mailto:CFlgrants@dot.gov)



U.S. Department of Transportation  
**Federal Highway Administration**

Background Road Photo (Source: FHWA)



# Disclaimer

- Except for any statutes or regulations cited, the contents of this presentation do not have the force and effect of law and are not meant to bind the public in any way.
- This presentation is intended only to provide information to the public regarding existing requirements under the law or agency policies. However, compliance with applicable statutes or regulations cited in this document is required.



U.S. Department of Transportation  
**Federal Highway Administration**





# Today's Webinar

- Welcome
- Charging and Fueling Infrastructure (CFI) Program Overview
- Available Funding & Program Eligibility
- Application Overview
- Selection, Review and Submission Process



U.S. Department of Transportation  
**Federal Highway Administration**





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**Federal Highway Administration**

# CFI Program Overview



# CFI Program Overview



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Federal Highway Administration

- The CFI Program was established by the Bipartisan Infrastructure Law (BIL)\*, \*\*
- Authorized to strategically deploy publicly accessible electric vehicle charging and other alternative fueling infrastructure in communities and along designated Alternative Fuel Corridors (AFCs)
- BIL established two distinct funding categories within CFI: Community Grants<sup>†</sup> and Corridor Grants<sup>††</sup>
- Both Community and Corridor Grants are included in the current Notice of Funding Opportunity for Fiscal Year FY22 and FY23 offering up to \$700M
- BIL authorized funding for FY22 through FY26 for this program (\$2.5B total)

\* 23 U.S.C. § 151(f)

\*\* BIL - Enacted as the Infrastructure Investment and Jobs Act (IIJA) (Pub. L. No. 117-58, Nov. 15, 2021)

† 23 U.S.C. 151(f)(8)

†† 23 U.S.C. 151(f)(6)



# Eligible Infrastructure for the CFI Grant Program

## EV Charging and Other Alternative Fueling Infrastructure

- Electric Vehicle (EV) Charging
- Hydrogen Fueling
- Natural Gas Fueling
  - Compressed Natural Gas
  - Liquefied Natural Gas
- Propane Fueling\*

\* Propane fueling infrastructure is limited to infrastructure for medium- and heavy-duty vehicles, as per 23 U.S.C. § 151(f)(7).

# Program Goals



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The CFI Program will accelerate an electrified and alternative fuel transportation system that is convenient, affordable, reliable, equitable, accessible, and safe. The CFI Program will also help put the U.S. on a path to a nationwide network of at least 500,000 EV chargers by 2030 and improve networks for vehicles using hydrogen, propane, and natural gas.

## **Program Goals:**

- Supplement, not supplant, necessary private sector investment
- Complement existing Federal programs
- Facilitate broad public access to a national infrastructure network to accelerate adoption of zero emission vehicles
- Implement Justice40 objectives, lower transportation costs, and increase economic opportunity
- Advance job quality, workforce development, and workforce equity
- Reduce greenhouse gas and vehicle-related emissions



# Community Grant Program

Community Program grants are expected to reduce greenhouse gas emissions and to expand or fill gaps in access to charging or alternative fueling infrastructure.



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Federal Highway Administration



Community EV Charging (Source: Erik Nelsen / ICF) - Top



Metropolitan Utilities District (MUD) Public CNG Station  
Omaha, NE (Source: MUD) - Left

# Corridor Grant Program

Corridor Program grants are expected to support buildout of charging or other alternative fueling infrastructure along designated AFCs.

DOT designates national AFCs that identify near- and long-term needs for, and location of, charging and other fueling infrastructure at strategic locations along major national highways across the United States.\*

\* 23 U.S.C. § 151



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Federal Highway Administration



EV Alternative Fuel Corridor Designations, Rounds 1-6 (Source: FHWA) - top

Alternative Fuels Corridor Identification Signage  
(Source: FHWA) - left

[https://mutcd.fhwa.dot.gov/resources/policy/signing/alt\\_fuel\\_corridors/index.htm](https://mutcd.fhwa.dot.gov/resources/policy/signing/alt_fuel_corridors/index.htm)





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Federal Highway Administration

# Available Funding & Program Eligibility



# Award Size

- Community Program Grants
  - Minimum anticipated award of \$500,000
  - Maximum award of \$15M
  - \$350 million available (FY22 & FY23)
- Corridor Program Grants
  - Minimum anticipated award of \$1M
  - No maximum award size
  - \$350 million available (FY22 & FY23)
- \$700 million total CFI Program funding available (FY22 & FY23)
- To the extent possible, all applications will be considered for both the Community and the Corridor Program regardless of which grant is applied for.

# Cost Share



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Federal Highway Administration

- Maximum Federal Share
  - For both grant programs, the Federal share shall not exceed 80 percent of the total project cost\*
  - Awardees must provide at least 20 percent of the total project cost (not 20 percent of the Federal share) as a matching share
- Additional information on cost share can be found at:
  - 2 CFR 200.306 -- Cost sharing or matching and FHWA's guidance on Non-Federal Matching Requirements - [https://www.fhwa.dot.gov/legregs/directives/policy/fedaid\\_guidance\\_nfmr.pdf](https://www.fhwa.dot.gov/legregs/directives/policy/fedaid_guidance_nfmr.pdf)
- Eligible entities that contract with a private entity as required for the Corridor Program or as permitted by the Community Program must include in those contracts a condition that the private entity shall be responsible for the share of the project cost carried out with CFI Program funds that is not paid by the Federal Government. \*\*

\* 23 U.S.C. § 151(f)(10)(A)

\*\* 23 U.S.C. § 151(f)(10)(B)

# Eligible Applicants



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Eligible Applicants	Community Program 23 U.S.C. § 151(f)(8)(C)	Corridor Program 23 U.S.C. § 151(f)(3)
A State or political subdivision of a State*	✓	✓
A metropolitan planning organization	✓	✓
A unit of local government	✓	✓
A special purpose district or public authority with a transportation function, including a port authority	✓	✓
An Indian Tribe (as defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 5304)) †	✓	✓
A territory of the United States	✓	✓
An authority, agency, or instrumentality of, or an entity owned by, 1 or more entities as listed above	✓	✓
A group of entities as listed above	✓	✓
A State or local authority with ownership of publicly accessible transportation facilities	✓	

\* The term "State" means any of the 50 States, the District of Columbia, or Puerto Rico 23 U.S.C. § 101(a)(28).

† The term "Indian" means a person who is a member of an Indian tribe 25 U.S.C. § 5304(d).



# Community Program: Eligible Projects\*

- Any project that is expected to reduce greenhouse gas emissions and to expand or fill gaps in access to infrastructure.
- Infrastructure is publicly accessible charging and fueling infrastructure.
- Projects may be located on any public road or in other publicly accessible locations, such as parking facilities at public buildings, public schools, and public parks, or in publicly accessible parking facilities owned or managed by a private entity.\*\*

\* 23 U.S.C. § 151 (f)(8)(D)

\*\* 23 U.S.C. § 151(f)(8)(E)



# Community Program: Eligible Project Costs\* (continued on next slide)

- Acquisition and installation of infrastructure
- A CFI grant recipient may also use grant funds for:
  - Any related construction or reconstruction and the acquisition of real property directly related to the project.
  - Development phase activities, including planning, feasibility analysis, revenue forecasting, environmental review, preliminary engineering and design work, and other preconstruction activities.

\* 23 U.S.C. § 151 (f)(8)(D)





# Community Program: Eligible Project Costs

- **May** contract with a private entity for the acquisition, construction, installation, maintenance, or operation of eligible infrastructure included in the project.\*
- Educational and community engagement activities to develop and implement education programs through partnerships with schools, community organizations, and vehicle dealerships to support the use of zero-emission vehicles and associated infrastructure (may not exceed more than 5 percent of the grant amount awarded). \*\*

\* 23 U.S.C. § 151 (f)(8)(H)

\*\* 23 U.S.C. § 151 (f)(8)(K)



# Corridor Program: Eligible Projects\* (continued on next slide)

- Projects expected to support buildout of charging or alternative fueling infrastructure along designated AFCs.
- Infrastructure is publicly accessible charging and fueling infrastructure that is directly related to the charging or fueling of a vehicle.
- Projects must be located along an alternative fuel corridor, on the condition that any affected Indian tribes are consulted before the designation.

\* 23 U.S.C. § 151 (f)(6)

# Corridor Program: Eligible Projects



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- EV charging infrastructure should be conveniently and safely located as close to the AFC as possible, and, in general, no greater than one mile from Interstate exits or highway intersections along designated corridors.
- Alternative fueling infrastructure should be conveniently and safely located as close to the AFC as possible, and, in general, no greater than five miles from Interstate exits or highway intersections along designated corridors.



# Corridor Program: Eligible Project Costs\*

- **Must** contract with a private entity for acquisition and installation of eligible infrastructure.
- Providing a private entity with operating assistance\*\* for the first 5 years of operations after the installation of eligible infrastructure while the facility transitions to independent system operations.
- An applicant that receives a CFI grant for acquisition and installation, or operations, of eligible infrastructure may also use grant funds for acquisition and installation of traffic control devices located in the right-of-way to provide directional information to eligible infrastructure included in the project.

\* 23 U.S.C. § 151 (f)(6) (A)-(D)

\*\* Operating assistance shall be limited to costs allocable to operating and maintaining the eligible infrastructure and service, and may not exceed the amount of a contract to acquire and install eligible infrastructure.



# EV Charging Minimum Standards

- Recipients of an award under this program related to EV infrastructure are required to comply with applicable sections of the EV Charging Minimum Standards (23 CFR Part 680).
- These standards\* specify technical aspects of chargers including connector types, power levels, minimum number of charging ports per station, minimum uptime (reliability standards), payment methods, and more; data submittal requirements; workforce requirements for installation, operation, or maintenance by qualified technicians; interoperability of EV charging infrastructure; traffic control devices and signage; network connectivity; and publicly available information.
- Additional information is available at: <https://www.fhwa.dot.gov/environment/nevi/resources/>

\* <https://www.federalregister.gov/documents/2023/02/28/2023-03500/national-electric-vehicle-infrastructure-standards-and-requirements>



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# Application Overview



# Content and Form of Application Community and Corridor Programs

## The application must include:

(1) the required Standard Forms listed in the NOFO; and  
(2) a narrative document that addresses the following items.

- i. Project Narrative
- ii. Budget Information
- iii. Project Merit Criteria
- iv. Project Readiness and Environmental Risk

**Note:** All applications must be submitted electronically through [Grants.gov](https://www.grants.gov).

# Community Program Application

## Project Narrative



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### **Project Narrative:**

- I. Description of project location
- II. Description of how the project expands community-based infrastructure or fills gaps in access by equitably expanding the deployment of infrastructure
- III. Description of how funds will be spent on various portions of the project(s)
- IV. Additional project narrative information describing several focus areas encouraged by FHWA



# Community Program

## Additional Project Narrative



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The FHWA is interested in community projects in several focus areas. As applicable, applicants are encouraged to indicate which focus area(s) their proposed project address(es).

The Community Program Focus Area Categories are:

- Multi-Modal Hubs and Shared-Use Fleets and Services
- Urban/Suburban Area Charging and Fueling Solutions
- Rural Area Charging and Fueling Solutions
- Fleet Vehicles that Serve and Operate in Communities

# Corridor Program Project Narrative



U.S. Department of Transportation  
Federal Highway Administration

## Project Narrative:

- I. Description of project location
- II. Description of how the public accessibility of infrastructure
- III. Description of outcomes from collaborative engagement with stakeholders
- IV. Identify whether the location of the station as meets statutory requirements
- V. Details to ensure infrastructure installation that can be responsive to technology advancements
- VI. Discussion about the long-term operation and maintenance of infrastructure
- VII. Assessment of the estimated emissions conducted using the AFLEET CFI Emissions tool
- VIII. Description of how the project improves AFCs
- IX. Description of how funds will be spent on various portions of the project(s)
- X. Additional project narrative information

# Corridor Program

## Additional Project Narrative



U.S. Department of Transportation  
Federal Highway Administration

The FHWA is interested in corridor projects in several focus areas. As applicable, applicants are encouraged to indicate which focus area(s) their proposed project address(es).

The Corridor Program Focus Area Categories are:

- Demonstrate Build-Out of Alternative Fueling Corridors
- Zero Emission Corridors for Medium- and Heavy-Duty Vehicles
- Resiliency



# Project Merit Criteria

- 1. Safety**
- 2. Climate Change, Resilience, and Sustainability**
- 3. Equity, Community Engagement, and Justice40**
- 4. Workforce Development, Job Quality, and Wealth Creation**
- 5. CFI Program Vision**

\* The Justice40 Initiative is the Administration's whole-of-government approach to advancing environmental justice through recommendations on how certain Federal investments might be made toward a goal that 40 percent of the overall benefits of investments flow to disadvantaged communities.



# Community Program Only: Statutory Selection Priorities

Priority goes to projects that expand access to charging and fueling infrastructure within:

1. Rural areas\*
2. Low- and moderate-income neighborhoods†
3. Communities with a low ratio of private parking spaces to households or a high ratio of multiunit dwellings to single family homes, as determined by the Secretary††

\* 23 U.S.C. § 151(f)(8)(F)(i)

† 23 U.S.C. § 151(f)(8)(F)(ii)

†† 23 U.S.C. § 151(f)(8)(F)(iii)



# Community Program: Additional Considerations

The extent to which the project would:

1. Contribute to geographic diversity among eligible entities, including achieving a balance between urban and rural communities, and; \*
2. Meet current or anticipated market demands for charging or fueling infrastructure, including faster charging speeds with high-powered capabilities necessary to minimize the time to charge or refuel current and anticipated vehicles. †

\* 23 U.S.C. § 151(f)(8)(G)(i)

† 23 U.S.C. § 151(f)(8)(G)(ii)

# Corridor Program: Additional Considerations

(continued on next slide)



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The extent to which the project would:

1. Convert corridor-pending corridors to corridor-ready corridors or in the case of corridor-ready corridors, providing redundancy;\*
2. Reduce congestion at existing charging or fueling infrastructure in high-traffic locations;\*
3. Meet current or anticipated market demands for corridor charging or alternative fueling infrastructure, supports a long-term competitive market, and does not significantly impair existing charging and infrastructure providers;†

\* 23 U.S.C. § 151(f)(5)(A)(i)(I) and (II) (aa) and (bb)

† 23 U.S.C. § 151(f)(5)(A)(ii); 23 U.S.C. § 151(f)(5)(A)(iv)

# Corridor Program: Additional Considerations

(continued on next slide)



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4. Enable or accelerate the construction of charging or fueling infrastructure that would be unlikely to be completed without Federal assistance\*, as a result of meaningful public engagement with communities that have lacked private infrastructure investment;
5. Deploy charging and fueling infrastructure for medium- and heavy-duty vehicles, including along the National Highway Freight Network;†
6. Ensure, to the maximum extent practicable, geographic diversity among grant recipients to ensure that charging and fueling infrastructure is available throughout the U.S.††

\* 23 U.S.C. § 151(f)(5)(A)(iii)

† 23 U.S.C. § 151(f)(5)(A)(vi)

†† 23 U.S.C. § 151(f)(5)(B)





# Corridor Program: Additional Considerations

And, the extent to which :

7. The private entity that the eligible entity contracts for an eligible project (i) submits to the Secretary the most recent year of audited financial statements and (ii) has experience in installing and operating charging and fueling infrastructure;\*
8. The eligible entity and the private entity that the eligible entity contracts for an eligible project enter into an agreement (i) to operate and maintain publicly available charging and fueling infrastructure and (ii) that provides a remedy and an opportunity to cure if the requirements described in clause (i) are not met.†

\* 23 U.S.C. § 151(f)(5)(C)(i) and (ii)

† 23 U.S.C. § 151(f)(5)(D)(i) and (ii)



# DOT Priority Considerations

- DOT will prioritize Highly Recommended projects and Recommended projects that demonstrate exceptional benefits under:
  - Merit Criterion #3 Equity, Community Engagement, and Justice40;
  - Merit Criterion #4 Workforce Development, Job Quality, and Wealth Creation, or;
  - Merit Criterion #5 CFI Program Vision
- These Considerations apply to both the Community and Corridor Programs

# Tools for Applicants



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## Corridor Program Tool:

- Alternative Fuel Life-Cycle Environmental and Economic Transportation (AFLEET) CFI Emissions Tool (Argonne National Lab)  
<https://afleet.es.anl.gov/infrastructure-emissions/>

## Equity Tools for Both Programs:

- DOT Transportation Disadvantaged Census Tracts Tool  
<https://usdot.maps.arcgis.com/apps/dashboards/d6f90dfcc8b44525b04c7ce748a3674a>
- EV Charging Justice40 Map (Argonne National Laboratory)  
<https://www.anl.gov/esia/electric-vehicle-charging-equity-considerations>



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# Selection, Review and Submission Process



# Selection Criteria

The FHWA will award CFI Grants based on an evaluation of:

- Project Merit Criteria
- DOT Statutory Selection Priorities (Community Program)
- Additional Considerations
- DOT Priority Considerations





# Overall Application Rating

- Highly Recommended
  - Meets all eligibility requirements
  - Receives a Highly Qualified rating in at least 3 of the 5 Project Merit Criteria, and at least a rating of Qualified for each of the Project Merit Criteria
- Recommended
  - Meets all eligibility requirements
  - Receives a rating of Qualified for each of the Project Merit Criteria
- Not Recommended
  - Does not meet one or more eligibility requirements, or
  - Receives a rating of Not Qualified for any of the Project Merit Criteria



# Review Process

- The application Technical Review Team will produce the overall project rating and an evaluation of responsiveness to DOT Statutory Selection Priorities (Community Program), Additional Considerations, and DOT Priority Considerations
- A FHWA Senior Review Team will identify which projects to advance to the FHWA Administrator
- The FHWA Administrator will determine which projects to advance to the Secretary
- The Secretary makes final project selections

# Application Submission Process



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Federal Highway Administration

- Applicants must submit their applications via [www.grants.gov](http://www.grants.gov) under the Notice of Funding Opportunity Number: 693JJ323NF00004
- Applications are due by May 30, 2023 by 11:59 PM (Eastern Time) through [www.grants.gov](http://www.grants.gov)

A registered Grants.gov account is required. Obtaining an account can involve multiple steps and numerous days. Please see the NOFO and Grants.gov website for detailed instructions, training videos, an online user guide, and a help desk.

The screenshot displays the Grants.gov interface for viewing a specific grant opportunity. The header includes the Grants.gov logo and navigation tabs: HOME, LEARN GRANTS, SEARCH GRANTS, APPLICANTS, GRANTORS, SYSTEM-TO-SYSTEM, FORMS, CONNECT, and SUPPORT. The main content area is titled 'VIEW GRANT OPPORTUNITY' and shows the following details:

- Grant Opportunity Number:** 693JJ323NF00004
- Grant Title:** Commuter Authority Rail Safety Improvement (CARS) Grants
- Department:** Department of Transportation
- Agency:** DOT Federal Highway Administration

Below the title, there are tabs for SYNOPSIS, VERSION HISTORY, RELATED DOCUMENTS, and PACKAGE. The 'General Information' section provides a detailed breakdown of the grant's parameters:

Field	Value
Document Type	Grants Notice
Funding Opportunity Number	693JJ323NF00004
Funding Opportunity Title	Commuter Authority Rail Safety Improvement (CARS) Grants
Opportunity Category	Discretionary
Opportunity Category Explanation	
Funding Instrument Type	Grant
Category of Funding Activity	Transportation
Category Explanation	
Expected Number of Awards	
CFDA Number(s)	20.205 -- Highway Planning and Construction
Cost Sharing or Matching Requirement	Yes
Version	Synopsis 1
Posted Date	Aug 25, 2020
Last Updated Date	Aug 25, 2020
Original Closing Date for Applications	Oct 26, 2020
Current Closing Date for Applications	Oct 26, 2020
Archive Date	Nov 25, 2020
Estimated Total Program Funding	\$50,000,000
Award Ceiling	\$50,000,000
Award Floor	\$0



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Federal Highway Administration

# Questions

- Please submit questions in writing by submitting questions to the CFI email inbox at:

[CFIgrants@dot.gov](mailto:CFIgrants@dot.gov)



U.S. Department of Transportation  
Federal Highway Administration

# *Thank You for Attending*

Please direct all inquiries to:

[CFIgrants@dot.gov](mailto:CFIgrants@dot.gov)



## Proclamation

### Proclaiming May 20, 2023, as Kids to Parks Day in the city of Lander

**WHEREAS**, May 20, 2023, is the thirteenth Kids to Parks Day organized and launched by the National Park Trust held annually on the third Saturday of May; and

**WHEREAS**, Kids to Parks Day Day empowers kids and encourages families to get outdoors and visit local parks, public lands, and waters; and

**WHEREAS**, we should encourage children to lead a more active lifestyle to combat issues of childhood obesity, diabetes, hypertension, and hypercholesterolemia; and

**WHEREAS**, Kids to Parks Day will broaden children's appreciation for nature and the outdoors; and

**WHEREAS**, Kids to Parks Day will recognize the importance of recreating responsibly while enjoying the benefits of the outdoors; and

**NOW THEREFORE**, I, Mayor, Monte Richardson do hereby proclaim May 20, 2023, as **Kids to Parks Day**.

Signed by the Mayor of Lander, WY on this date 03/06/2023.

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Monte Richardson, Mayor



## CITY OF LANDER, WYOMING

OFFICE OF THE MAYOR

### Elks National Youth Week Proclamation

*Whereas*, The Elks Lodges of the State of Wyoming, will observe May 1-7 as Elks National Youth Week in tribute to our Junior Citizens, honoring them for their achievements and contributions to the life of the Community, State and Nation.

*Whereas*, it is our responsibility to guide, inspire and encourage our youth, to go forth to serve America, our privilege to manifest a lively interest in all their activities and ambitions, and help prepare them for the duties and opportunities of citizenship, which is the objective of Elks National Youth Week.

*Now Therefore*, Mont Richardson, Mayor of Lander, do hereby proclaim the first week in May as Elks National Youth Week, and I call upon all citizens and all departments of state and local governments to cooperate in the observance, that we may attain these worthy objectives.



---

Mont Richardson,  
Mayor

BRUCE A. HIDLEY  
Grand Exalted Ruler  
P. O. Box 832  
COHOES, NY 12047-0832

Section 4, Item B.  
BRYAN  
Grand Secretary  
2750 N. Lakeview Avenue  
CHICAGO, IL 60614-1889



A Fraternal Organization

GRAND LODGE  
ACTIVITIES COMMITTEE  
**MICHAEL T. OHREN**  
Chairman

7015 Beth Avenue  
PAPILLION, NE 68133-2120  
C (402) 660-0709  
white-tail@cox.net

April 2023

*Dear State Youth Activities Chairperson,*

Grand Exalted Ruler Bruce A. Hidley, has requested all Local Lodges set aside May 1-7, 2023, as ELKS NATIONAL YOUTH WEEK. All Lodges are urged to sponsor programs throughout this week dedicated to the youth of our country.

The Grand Lodge Activities Committee has asked each Exalted Ruler to see that a committee is appointed to conduct an appropriate program for Elks Youth Week. Elks National Youth Week should be the culmination of the 2022-2023 Lodges' Youth Programs. Programs such as luncheons or banquets honoring outstanding students, local Hoop Shoot winners, Soccer Shoot winners, Drug Awareness Poster Contest winners, are just a few examples of the activities that can be held during the week along with other scheduled events.

Please note that the Youth Week promotion is not a Grand Lodge-sponsored contest of Local Lodges. Any Youth Week Contests would be at the discretion of Local Lodges' respective State Associations. As a result, State Youth Activities Chairs, your help in promoting and stimulating this program in your state is essential to its success.

Please give this youth activity promotion your immediate attention. Be sure to brief your State Committee on the program and urge all your Lodges to participate in making our Grand Exalted Ruler's request a success!

Quality Youth Activities Programs such as Elks National Youth Week will enable us to become an important link of volunteers and leaders in the USA, demonstrating that *ELKS CARE — ELKS SHARE*.

*Sincerely and Fraternally,*

Michael T. Ohren, Chairman  
Grand Lodge Activities Committee

BRUCE A. HIDLEY  
Grand Exalted Ruler  
P. O. Box 832  
COHOES, NY 12047-0832

Section 4, Item B.  
BRYAN  
Grand Secretary  
2750 N. Lakeview Avenue  
CHICAGO, IL 60614-1889



A Fraternal Organization

GRAND LODGE  
ACTIVITIES COMMITTEE  
**MICHAEL T. OHREN**  
Chairman

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APRIL 2023

***Dear Exalted Rulers-Elect,***

Grand Exalted Ruler Bruce A. Hidley has requested that all Local Lodges set aside **May 1-7, 2023**, as **Elks National Youth Week**. All Lodges are urged to sponsor programs throughout this week dedicated to the youth of our country.

If your Lodge program has not already been started, please appoint a committee and charge it to promote this important program, which will create a favorable impact on your community. This committee should realize that the purpose of this week is to recognize our youth and to impress upon them that our American way of life is to be cherished. We must preserve and defend it.

Elks National Youth Week should be the culmination of the 2022-2023 Lodges' Youth Programs. Programs such as luncheons or banquets honoring outstanding students, local Hoop Shoot winners, Soccer Shoot winners, Drug Awareness Poster Contest winners, are just a few examples of the activities that can be held during the week, along with other scheduled events.

Please note that the Grand Lodge Activities Committee no longer sponsors the Youth Week Contest Awards presented at the Grand Lodge Session. Any Youth Week Contests would be at the discretion of the Local Lodges' respective State Associations. As a result, State Youth Activities Chairs are there to help in promoting and stimulating this program in your state. Their assistance is essential to its success. Feel free to contact your State Chairperson for information.

Quality Youth Activities Programs such as Elks National Youth Week will enable us to become an important link of volunteers and leaders in the USA, demonstrating that **ELKS CARE — ELKS SHARE**.

*Sincerely and Fraternally,*

Michael T. Ohren, Chairman  
Grand Lodge Activities Committee



# ELKS NATIONAL YOUTH WEEK

IDEAS—SUGGESTIONS—RECOMMENDATIONS

FOR PLANNING ELKS NATIONAL YOUTH WEEK

**MAY 1-7, 2023**

We are submitting herewith for your use and guidance some Elks National Youth Week Program ideas, suggestions and recommendations, which have been used effectively in the past by Lodges and State Associations.

1. Have the mayor of your city or the president of your town or city council issue a **Youth Week Proclamation**. It is suggested that the request be made by the Exalted Ruler or Chairperson of the Youth Activities Committee.
2. Governors of states should likewise proclaim the **FIRST WEEK in MAY 2023**, as **Elks National Youth Week**. This request should be handled by the State Association Presidents or the State Association Youth Committee Chairpersons.
3. Suggested drafts of a Mayor's Youth Week Proclamation and a Governor's Youth Week Proclamation are made a part of this release.
4. A determined effort should be made by each of our 1,800-plus Local Lodges throughout the country to stage a Youth Week Parade, with all high schools, public, parochial and private, within the jurisdiction of each Lodge, invited to participate with their bands, drill teams and cheerleaders. An invitation should also be extended to any other organized youth groups, such as church groups, to march in uniform. Prizes should be awarded to the school or group with the best drill team, for the greatest number in line of march, for the best band and the best in appearance. Every type of media, newspaper, radio and television should be requested to give your Lodge the coverage that such a promotion deserves. Such a demonstration would prove to the citizenry of this great country that the Grand Lodge of the Benevolent and Protective Order of Elks with the cooperation of the Local Lodges are doing their part, in a big way, to combat juvenile delinquency.
5. Suggest to your city or state officials a Student Government Day. The boys and girls could take over the offices of the Elected Officials for one day.
6. Arrange with your Chief of Police to engage and swear in high school seniors to work on school patrols, ride with police in police cars, observe handling of cases at headquarters and spend an entire day in the police department to observe its various functions, and in that way learn what goes on in this important department of government.
7. Sporting events are another project that creates public interest and in which boys and girls are eager to participate, such as track and field meets, basketball, baseball, boxing, fishing tournaments and road races.
8. There are many other suggestions in the Youth Activities Manual as to how Youth Week can be served.

The Committee realizes that the success of this Youth Week Program depends on the measure of cooperation received from the Local Lodges and the State Associations. We feel confident of that cooperation and pledge again the assistance of our Committee in every possible way. Make Elks National Youth Week, **May 1-7**, an outstanding youth observance and one that will reach out to more boys and girls and serve them in a helpful, honorable and constructive way.

We again reiterate that you are at liberty to adopt such Elks National Youth Week Programs as best meet the need in your area and such as your facilities and budget will permit. We do urge that each and every Exalted Ruler plan some appropriate observance of Elks National Youth Week and strive for its recognition in your State's Contest.

GRAND LODGE ACTIVITIES COMMITTEE

*Michael Ohren*

Michael T. Ohren, *Chairman*

**Elks Care — Elks Share**





**GRAND LODGE**  
*Benevolent and Protective*  
**ORDER OF ELKS**  
UNITED STATES OF AMERICA

# Suggested Youth Week Proclamation

## FOR LODGE USE

*Whereas*, The Benevolent and Protective Order of Elks has designated May 1-7, as Youth Week to honor America's Junior Citizens for their accomplishments, and to give fitting recognition of their services to Community, State and Nation; and,

*Whereas*, ( ) will sponsor an observance during that week in tribute to the Junior Citizens of this Community; and,

*Whereas*, no event could be more deserving of our support and participation than one dedicated to these young people who represent the nation's greatest resource, and who in the years ahead will assume the responsibility for the advancement of our free society; and,

*Whereas*, our Youth need the guidance, inspiration and encouragement which we alone can give in order to help develop those qualities of character essential for future leadership; and go forth to serve America; and,

*Whereas*, to achieve this worthy objective we should demonstrate our partnership with Youth, our understanding of their hopes and aspirations and a sincere willingness to help prepare them in every way for the responsibilities and opportunities of citizenship:

*Now Therefore*, I ( ), Mayor of ( ), do hereby proclaim the first week in May as Youth Week, and urge all departments of government, civic, fraternal and patriotic groups, and our citizens generally, to participate wholeheartedly in its observance.

*Signature font*

Mayor of

## FOR STATE USE

Following is a suggested copy of a Governor's Elks National Youth Week Proclamation:

*Whereas*, The Elks Lodges of the State of ( ), will observe May 1-7 as Elks National Youth Week in tribute to our Junior Citizens, honoring them for their achievements and contributions to the life of the Community, State and Nation.

*Whereas*, it is our responsibility to guide, inspire and encourage our youth, to go forth to serve America, our privilege to manifest a lively interest in all their activities and ambitions, and help prepare them for the duties and opportunities of citizenship, which is the objective of Elks National Youth Week.

*Now Therefore*, I ( ), Governor, do hereby proclaim the first week in May as Elks National Youth Week, and I call upon all citizens and all departments of state and local governments to cooperate in the observance, that we may attain these worthy objectives.

*Signature Font*

Governor

*Elks Care — Elks Share*

CITY OF LANDER REGULAR COUNCIL MEETING MINUTES  
TUESDAY APRIL 11, 2023, 6:00 p.m.  
CITY HALL, COUNCIL CHAMBERS, 240 LINCOLN ST  
UNOFFICIAL MINUTES- NOT YET APPROVED  
THE CITY OF LANDER IS AN EQUAL OPPORTUNITY PROVIDER

Mayor Richardson called the meeting to order at 6:00 p.m. and led the Pledge of Allegiance.

1. Roll Call

**Governing Body Present:** Council Members Missy White , Josh Hahn, Melinda Cox (via Zoom), John Larsen, Dan Hahn, and Mayor Richardson.

**Governing Body Absent:** Council Member Julia Stuble

**City Staff Present:** City Clerk, Rachelle Fontaine, City Park Forman Kevin Johnson, Assistant Mayor RaJean Strube Fossen, City Attorney Adam Phillips, Public Works Director Lance Hopkin, Lander Police Chief Scott Peters.

2. Approval of Agenda

Mayor Richardson noted there is a clerical error in #3 Public Hearing and the title Ordinance 2023-2 needs to be amended to Enacted 1963 not 1962.

MOTION: Council Member White moved to approve the agenda as amended. Council Member Josh Hahn seconded the motion. Motion passed unanimously.

3. Public Hearing- Ordinance 2023-2 Redistricting in accordance with W.S. §22-23-103 and Lander Code 12-1-2 and Repealing Ordinance 442 Enacted 1963

- A. Open Public Hearing at 6:03 P.M.
- B. Introduce and Read – City Clerk Fontaine introduced and read Ordinance 2023-2 Redistricting in accordance with W.S. §22-23-103 and Lander Code 12-1-2 and Repealing Ordinance 442 Enacted 1963.
- C. Ask for Comments-None
- D. Close Hearing at 6:06 p.m.

4. Communication from the Floor

A. Public Comment-

Paula McCormick, LOTRA President and Julie Freese, LOTRA Treasurer expressed proposed rental fee schedule concerns. They requested the council consider something more in alignment with what the Fremont County Fairgrounds charge. Mike Lilygren-As a founding Board Member of LEDA in 2014, he provided a history, a summary of LEDA’s successes and the future. LEDA was not intended to not be a member organization but rather a volunteer base. He encouraged the council to be flexible and work with LEDA, but stated there is no reason to dig deep into the City funds to do so.

Justin Iskra, Executive Director and Libby Vedder, Board Chair of the Central Wyoming Climbers Alliance expressed concerns about the cost of the fee schedule. Discussion about costs of hosting events and economic impact climbers have on the community.

5. Consent Agenda

- A. Regular Meeting Minutes-March 14, 2023
- B. Regular Meeting Minutes – March 28,2023
- C. Work Session Meeting Minutes – March 28, 2023
- D. Bills and Claims- Pulled off the Consent Agenda

EMPLOYEE REIMBURSEMENTS TUITION & REGISTRATION 283 ,ROCKY MOUNTAIN POWER ELECTRIC 17820.7,BLACK HILLS ENERGY GAS 12401.33,EMPLOYEE REIMBURSEMENTS TUITION & REGISTRATION 283,QUADIENT INC POSTAGE 1000,HOMETOWN OIL FUEL 199.5,HOMETOWN OIL SHOP SUPPLIES 2487.63,MASA EMPLOYEE BENEFIT 228,R D RAMADON VEHICLE REPAIR 7650,WAMCO LAB INC. WW LAB/TESTING 2100,WYOMING BUSINESS COUNCIL PROJECT COSTS 3750,MASTERCARD SUPPLIES 25.99,MASTERCARD SUPPLIES 40,MASTERCARD TRAVEL 260.23,MASTERCARD SUPPLIES 1242.92,MASTERCARD TRAVEL 14,MASTERCARD PROFESSIONALS 199,MASTERCARD TELEPHONE 832.93,MASTERCARD BUILDING MAINTENANCE 2213.81,MASTERCARD SUPPLIES 36.14,MASTERCARD SUPPLIES 80,MASTERCARD SHOP SUPPLIES 5.26,MASTERCARD COMMUNITY DEVELOPMENT 500,MASTERCARD TRAVEL 50.01,MASTERCARD TRAVEL 79.74,MASTERCARD TRAVEL 196,MASTERCARD

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4/11/2023

SUPPLIES 13.16,MASTERCARD COMMUNITY DEVELOPMENT 150,MASTERCARD MEETING EXPENSE 80.14,MASTERCARD MEETING EXPENSE 21.98,MASTERCARD SUPPLIES/TOOLS & EQUIP 24.99,MASTERCARD BLDG GROUNDS MAINTENANCE 169.64,MASTERCARD SUPPLIES/TOOLS & EQUIP 34.18,MASTERCARD SUPPLIES 1399.99,MASTERCARD REPAIR & MAINATENANCE 25.9,MASTERCARD PROF AND CONSULTING 18.06,MASTERCARD WATER SAMPLES TESTING 75,MASTERCARD WW LAB/TESTING 316,MASTERCARD WATER SAMPLES TESTING 170,MASTERCARD OPERATIONS AND MAINTENANCE 3485.02,MASTERCARD WATER SAMPLES TESTING 60,MASTERCARD WW LAB/TESTING 319,MASTERCARD OPERATIONS AND MAINTENANCE 219.98,MASTERCARD WATER SAMPLES TESTING 125,MASTERCARD OPERATIONS AND MAINTENANCE 43.07,MASTERCARD OPERATIONS AND MAINTENANCE - 35.16,MASTERCARD OPERATIONS AND MAINTENANCE 20.31,MASTERCARD OPERATIONS AND MAINTENANCE 101.99,MASTERCARD TUITION & REGISTRATION 149,MASTERCARD TIRES 302.16,MASTERCARD TOOLS & SHOP SUPPLIES 25.72,MASTERCARD BUILDING MAINTENANCE 175.71,MASTERCARD VEHICLE REPAIR 804.78,MASTERCARD BUILDING MAINTENANCE 51.14,MASTERCARD TUITION & REGISTRATION 176,MASTERCARD WW-OPERATIONS & MAINTENANCE 175.97,MASTERCARD OPERATIONS AND MAINTENANCE 15.5,MASTERCARD TUITION & REGISTRATION 100,MASTERCARD OPERATIONS AND MAINTENANCE 160.49,MASTERCARD OPERATIONS AND MAINTENANCE 59.37,MASTERCARD MEETING EXPENSE 28.87,MASTERCARD MEETING EXPENSE 108,MASTERCARD CONCESSIONS 11.07,MASTERCARD ICE SKATING 1895,MASTERCARD REC. EQUIPMENT 706.56,MASTERCARD REPAIR AND MAINTENANCE SERVICE 132.96,MASTERCARD TUITION & REGISTRATION 16.86,MASTERCARD FUND EQUIPMENT REPLACEMENT 613.71,MASTERCARD TUITION & REGISTRATION 50.58,MASTERCARD SUPPLIES 16.31,MASTERCARD PROF. & TECHNICAL SERVICE 44,MASTERCARD TUITION & REGISTRATION 390,MASTERCARD SUPPLIES 89.06,MASTERCARD SUPPLIES 1060.84,MASTERCARD SUPPLIES 86.94,MASTERCARD SUPPLIES 14.39,MASTERCARD SUPPLIES 61.36,MASTERCARD OPERATIONS AND MAINTENANCE 384.66,MASTERCARD OPERATIONS AND MAINTENANCE 400,MASTERCARD OPERATIONS AND MAINTENANCE 43.18,MASTERCARD SUPPLIES 7.51,MASTERCARD VEHICLE REPAIR 83.67,MASTERCARD SHOP SUPPLIES 54.86,MASTERCARD VEHICLE REPAIR 42.77,MASTERCARD SHOP SUPPLIES 94.93,MASTERCARD SHOP SUPPLIES 13.49,MASTERCARD VEHICLE REPAIR 623.2,MASTERCARD WW-OPERATIONS & MAINTENANCE 253.07,MASTERCARD ADVERTISING 29.9,MASTERCARD SUPPLIES 32.36,MASTERCARD EMPLOYEE BENEFIT 109.25,MASTERCARD ADVERTISING 2431.55,MASTERCARD SUPPLIES 140.3,MASTERCARD SUPPLIES 113.86,MASTERCARD SUPPLIES 1134,MASTERCARD FIRE EQUIPMENT MAINTENANCE 75,MASTERCARD SUPPLIES 78.2,MASTERCARD EQUIPMENT REPAIR 63.45,MASTERCARD SUPPLIES 58.33,MASTERCARD TUITION & REGISTRATION 69,MASTERCARD SUPPLIES 928.5,MASTERCARD TRAINING 161.65,MASTERCARD BUILDING MAINTENANCE 90,MASTERCARD FIRE EQUIPMENT MAINTENANCE 11.46,MASTERCARD TRAVEL 202,MASTERCARD COMMUNITY DEVELOPMENT 147.7,MASTERCARD SUPPLIES 42.76,MASTERCARD COMMUNITY DEVELOPMENT 261.36,MASTERCARD TRAVEL 1065.6,MASTERCARD TUITION & REGISTRATION 900,MASTERCARD TRAVEL 906.2,MASTERCARD TRAVEL 117.52,MASTERCARD TRAVEL 70,MASTERCARD TUITION & REGISTRATION 138,MASTERCARD TUITION & REGISTRATION 315,MASTERCARD TELEPHONE & INTERNET 1761.88,MASTERCARD TELEPHONE & INTERNET 1157.01,MASTERCARD TUITION & REGISTRATION 299,MASTERCARD TELEPHONE & INTERNET 907.2,MASTERCARD TELEPHONE & INTERNET 899,MASTERCARD PROF. & TECHNICAL SERVICE 684.35,MASTERCARD SUPPLIES 71.74,MASTERCARD SUPPLIES 50.39,MASTERCARD SUPPLIES 212.01,MASTERCARD SUPPLIES 103.27,MASTERCARD SUPPLIES 351.16,MASTERCARD SUPPLIES 93.08,MASTERCARD INVESTIGATIVE FUNDS 744,MASTERCARD SUPPLIES 117.57,MASTERCARD SUPPLIES 76.45,MASTERCARD NEW ASSETS 449.85,MASTERCARD TRAVEL 206,MASTERCARD FUEL 343.86,MASTERCARD VEHICLE REPAIR 30.58,MASTERCARD TUITION & REGISTRATION 788.68,MASTERCARD TUITION & REGISTRATION 395,MASTERCARD SUPPLIES -4,307 SECURITY SOLUTIONS BUILDING MAINTENANCE 282,ADAM E PHILLIPS ATTORNEY AT LAW GENERAL ATTORNEY 4460,ALEXANDER EXCAVATION OPERATION/ MAINTENANCE STREETS 6225,ALSCO LINENS 332.81,ALSCO LINENS 13.81,ALSCO LINENS 32.73,APEX SURVEYING OUTSIDE SERVICES 567,APEX SURVEYING OUTSIDE SERVICES 2152.5,BADGER METER INC METER REPLACEMENT 522.93,BADGER METER INC OPERATIONS AND MAINTENANCE 1491.78,CASPER STAR TRIBUNE ADVERTISING 674.08,BRODIE EXCAVATION LLC OPERATION/ MAINTENANCE STREETS 2280,CIVICPLUS COMMUNITY DEVELOPMENT 370.28,CMI TECO SHOP SUPPLIES 27,DORSETT TECHNOLOGIES INC PROFESSIONAL FEES 2291.63,DRUG TESTING SERVICES LLC EMPLOYEE SCREENING 620,ESO SOLUTIONS SUPPLIES 2111.5,FREMONT CO PUBLIC HEALTH WW- OPERATIONS & MAINTENANCE 20,FREMONT COUNTY TREASURER PRISONER CARE 880,FREMONT COUNTY TREASURER PRISONER CARE 1870,FREMONT COUNTY TREASURER DISPATCH CONTRACT 18232.83,HDR ENGINEERING INC PROF AND CONSULTING 2312.5,GROATHOUSE CONSTRUCTION PROJECT COSTS 192298,HONNEN EQUIPMENT CO VEHICLE REPAIR 989.06,HOTSY EQUIPMENT OF WYOMING OPERATION/ MAINTENANCE STREETS 115,L N CURTIS & SONS FIRE EQUIPMENT

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4/11/2023

MAINTENANCE 645.41,LANDER COMMUNITY FOUNDATION COMMUNITY DEVELOPMENT 1250,LANDER RECYCLE LLC TRASH COLLECTION 90,LANDER SENIOR CITIZENS CENTER BUILDING MAINTENANCE 14453.84,LOZIER TERESA BUILDING MAINTENANCE 950,MARKEE ESCROW SERVICES INC WY BUSINESS COUNCIL LOAN 14014.8,MASA EMPLOYEE BENEFIT 228,MEGA LED TECHNOLOGY IMPROVEMENTS 21112,MES ROCKY MOUNTAINS SUPPLIES 45,NAPA VEHICLE REPAIR 4.88,NAPA VEHICLE REPAIR 13.72,NAPA VEHICLE REPAIR 37.39,NAPA VEHICLE REPAIR 56.43,NAPA VEHICLE REPAIR 92.21,NAPA VEHICLE REPAIR 83.98,NAPA VEHICLE REPAIR 120.05,NAPA SHOP SUPPLIES 60.36,NAPA VEHICLE REPAIR 396.27,NAPA VEHICLE REPAIR 410.63,NAPA VEHICLE REPAIR 200.85,NAPA VEHICLE REPAIR 125.99,NAPA VEHICLE REPAIR 54.85,NAPA VEHICLE REPAIR 12.2,NAPA VEHICLE REPAIR 83.04,NAPA VEHICLE REPAIR 109.27,NAPA VEHICLE REPAIR 28.09,NAPA SHOP SUPPLIES 89.88,NAPA VEHICLE REPAIR 161.2,NAPA VEHICLE REPAIR 196.28,NAPA VEHICLE REPAIR 65.97,NAPA VEHICLE REPAIR 43.98,NAPA VEHICLE REPAIR 28.82,NAPA VEHICLE REPAIR 20.78,NAPA SHOP SUPPLIES 56.94,CENTURY LINK TELEPHONE & INTERNET 777.17,NORTHSIDE BODY SHOP VEHICLE REPAIR 4070.88,OFFICE OF STATE LANDS & INVEST DWSRF LOAN #180 - WATER 183000,OFFICE OF STATE LANDS & INVEST DWSRF LOAN #194 - WATER 185000,OFFICE OF STATE LANDS & INVESTMENTS - FORESTRY DIVISION SUPPLIES 1179.45,PATRICK CONSTRUCTION INC REPAIR & MAINATENANCE 2627.5,PERFECT POWER INC EQUIPMENT REPAIR/LEASE PAYMENT 3792.55,RAMAKER & ASSOCIATES PROF. & TECHNICAL SERVICE 1200,REWORX PROF AND CONSULTING 6600,"REDPOINTE, LLC" ECONOMIC DEVELP PROJECTS 3502.63,RIVERTON TIRE & OIL CO TIRES 1144,RIVERTON TIRE & OIL CO TIRES 2595.54,ROCKY MOUNTAIN AUTOMATIC DOORS LLC BUILDING MAINTENANCE 934.5,ROCKY MOUNTAIN PRE-MIX OPERATION/ MAINTENANCE STREETS 1610,SNAP ON TOOLS VEHICLE REPAIR 14.2,STRIKE CONSULTING GROUP PROF AND CONSULTING 3081.25,STRIKE CONSULTING GROUP PROF AND CONSULTING 5473.75,SWEETWATER AIRE BUILDING MAINTENANCE 2704.92,T-O ENGINEERS PROFESSIONALS 6000,TEGELER AND ASSOCIATES INSURANCE/OVERHEAD 2860,"WALLER, TECIA" COMMUNITY CENTER MAINTENANCE 3500,WAMCO LAB INC. WW LAB/TESTING 2300,WESTERN LAW ASSOCIATES PROSECUTING ATTORNEY 2010,WHITING LAW PC PROFESSIONALS 180,WSFA - MUTUAL AID STATE MEET. ASSN. 75,WSFA - MUTUAL AID STATE MEET. ASSN. 1196,WYDOT - FINANCIAL SERVICES FUEL 20516.9,WYOMING ASSN OF RURAL WATER TUITION & REGISTRATION 395,WYOMING ASSN OF RURAL WATER TUITION & REGISTRATION 395,WYOMING DEPT OF AGRICULTURE COMMUNITY CENTER MAINTENANCE 100,WYOMING FIRE CHIEFS ASSN. STATE MEET. ASSN. 100,WYOMING RETIREMENT SYSTEM VOLUNTEER FIRE PENSION FUND 618.75

Council Member Dan Hahn requested Bills and Claims be pulled off the Consent Agenda and considered as New Business.

MOTION: Council Member White moved to approve the Consent Agenda, minus Bills and Claims. Council Member Larsen seconded the motion. Motion passed unanimously.

6. Mayor and Council Updates

Council Member Larsen- He has received inquiries about why the Community Center sign does not work. Anne Even, Community Development Coordinator explained the Museum of the American West (MAW) sign will move to the Community Center and the MAW sign be replaced to match Chamber sign.

Council Member Cox- She will attend the LEDA meeting tomorrow. She provided a School District #1 update.

Council Member Dan Hahn- He provided a Lander Golf Course update. Discussion concerning the Popo Water Conservation meeting, ditch rights as separate from water rights and the water content of snow above Lander.

Council Member White- Property Tax Relief is available by June 5. FAST is excited to have the second flight from Riverton on Thursday and Saturday. Flooding potential is a concern.

Council Member Josh Hahn- He has received a lot of questions about Senior Class Banners. He inquired as to how those decisions are made. Anne Even, Community Development Coordinator, said Project Graduation is working on this topic. Banners will be hanging on the fences by the schools.

Mayor Richardson-He and RaJean went to Cheyenne for the State Land and Investment Board grant awards. Lander received \$3 million for Lincoln Street and \$2.6 million for the Table Mountain Living Community.

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- 7. Proclamations
  - A. National Occupational Therapy Month-Read by Council Member Larsen
  - B. Child Abuse Awareness and Prevention Month-Read by Council Member White

8. Staff Reports

Lander Chief of Police Scott Peters- Crashes are down now that roads are clear. He has submitted a no match grant for \$60,000 to form a Drunk Driving team. He continues researching technology to upgrade the department. Now the snow has melted, parking zones will be enforced.

Public Works Director Lance Hopkin- He provided an update on flood preparation and water line breaks and repairs as well as pothole and street repair.

Assistant Mayor RaJean Strube Fossen- Provided background and explanation of recent grant funds awarded for streets and Table Mountain Living. Discussion concerning funding received and additional funding to complete the project. Urban Systems Meeting update. Wind River Visitors Council submitted their budget.

City Clerk Rachelle Fontaine-She has received a budget packet from the Wind River Visitor’s Council which will be considered at the May 9, 2023, meeting. She will email the packet to council members next week for review as well as include it in the packet.

- 9. Action Items
  - A. Old Business
    - i. Second Reading Ordinance 2023-1 An Ordinance Fixing and Determining the Mill Levy Necessary to be Levied to Raise Sufficient Money by General Tax to Meet the Current Expenses of the City of Lander for the Fiscal Year Commencing July 1, 2023.

MOTION: Council member White moved to approve the second reading of Ordinance 20223-1 An Ordinance Fixing and Determining the Mill Levy Necessary to be Levied to Raise Sufficient Money by General Tax to Meet the Current Expenses of the City of Lander for the Fiscal Year Commencing July 1, 2023. Council Member Dan Hahn seconded the motion. Motion passed unanimously.

- B. New Business
    - i. Bills and Claims- removed from Consent Agenda for discussion consideration under New Business.

DISCUSSION: Bills and Claims- Council Member Dan Hahn requested clarification on Wyoming Business Council dealings with Maven and how the loan is paid. RaJean Strube Fossen explained that the city will pay the Wyoming Business Council. The project is now to the loan portion and the loan will be finalized. Maven is billed for any overages the city pays to contractors.

MOTION: Council Member Larsen moved to approve the Bills and Claims. Council Member Dan Hahn seconded the motion. Motion passed unanimously.

- ii. Resolution 1284 – Exempting the Museum of the American West Property from the Open Container Provisions of City Ordinance 2-2-12.

MOTION: Council Member Larsen moved to approve Resolution Exempting the Museum of the American West Property from the Open Container Provisions of City Ordinance 2-2-12. Council Member Josh Hahn seconded the motion. Motion passed unanimously.

- iii. First reading Ordinance 2023-2 Redistricting in accordance with W.S. § 22-23-103 and Lander Code 12-1-2 and Repealing Ordinance 442 Enacted 1963.

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4/11/2023



MOTION: Council Member White moved to approve the first reading of Ordinance 2023-2 Redistricting in accordance with W.S. § 22-23-103 and Lander Code 12-1-2 and Repealing Ordinance 442 Enacted 1963. Council Member Josh Hahn seconded the motion. Motion passed unanimously.

- iv. Authorize Mayor to sign Notice of Award to Honnen Equipment Company for procurement of Wheel Loader with Attachments for Airport Snow Removal in the amount of \$321,468.05 and Procurement Agreement for the same.

MOTION: Council Member Larsen moved to Authorize Mayor to sign Notice of Award to Honnen Equipment Company for procurement of Wheel Loader with Attachments for Airport Snow Removal in the amount of \$321,468.05 and Procurement Agreement for the same. Council Member White seconded the motion. Motion passed unanimously.

- v. Authorize Mayor to sign Standard Form of Agreement Between Owner and Design-Builder Amendment No. 1 between Erdman Company and the City of Lander in the amount of \$160,000 for additional design services on Table Mountain Living Community.

MOTION: Council Member Larsen moved to authorize Mayor to sign Standard Form of Agreement Between Owner and Design-Builder Amendment No. 1 between Erdman Company and the City of Lander in the amount of \$160,000 for additional design services on Table Mountain Living Community. Council Member Josh Hahn seconded the motion. Motion passed unanimously.

- vi. Authorize Mayor to sign a corrected Attachment D for the Mortgage with the Wyoming Business Council to correct an error in the reference to the Maven deed of the land to the city.

MOTION: Council Member Dan Hahn moved to authorize Mayor to sign a corrected Attachment D for the Mortgage with the Wyoming Business Council to correct an error in the reference to the Maven deed of the land to the city. Council Member White seconded the motion. Motion passed unanimously.

- vii. Discussion concerning changes to Resolution 1249 2022-2023 Fee Schedule.

DISCUSSION: RaJean Strube-Fossen reminded council that they directed staff to investigate actual cost for events (set up, clean up). RaJean stated this is merely a discussion not a voting item at this point. Kevin Johnson addressed the council as to these costs. Discussion ensued concerning the goal of fees, equal treatment for all renters, longevity and needed upgrades of city structures, fee structure changes and the effect on events.

Council Member Dan Hahn addressed the fee schedule as it applies to water heaters, siding, electrical, etc. Discussion ensued on how it works, what other communities use and concerns.

This Resolution will be placed on the May 9, 2023, Regular Session for council consideration.

- viii. Adopt City of Lander 2023 Strategic Plan Priority List.

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4/11/2023

MOTION: Council Member Larsen moved to adopt the City of Lander 2023 Strategic Plan Priority List. Council Member White seconded the motion. Motion passed unanimously.

- ix. Select Official Voting Delegate for 2023 WAM Summer Convention Business Meeting in Cody, Thursday, June 8, 2023, and discussion concerning Resolutions for WAM Convention

MOTION: Council Member White moved to select Mayor Richardson as the Official Voting Delegate, and to select Council Member Cox as the alternate voting delegate for 2023 WAM Summer Convention Business Meeting in Cody, Thursday, June 8, 2023. Council Member Josh Hahn seconded the motion. Motion passed unanimously.

10. Executive session-Litigation

MOTION: Council Member White moved to enter an executive session to discuss potential litigation at 7:59 p.m. Council Member Larsen seconded the motion. Motion passed unanimously.

MOTION: Council Member White moved to exit the executive session to discuss potential litigation at 8:10 p.m. Council Member Josh Hahn seconded the motion. Motion passed unanimously.

11. Adjournment of Meeting

MOTION: Council Member Larsen moved to adjourn the meeting. Council Member White seconded the motion. Motion passed unanimously.

Being no further business to come before the Council, the meeting was adjourned at 8:10 p.m.

The City of Lander

ATTEST:

By: \_\_\_\_\_  
Monte Richardson,  
City of Lander Mayor

\_\_\_\_\_  
Rachelle Fontaine, City Clerk



THE CITY OF LANDER REGLAR COUNCIL MEETING

Tuesday, April 25, 2023 at 6:00 PM  
City Council Chambers, 240 Lincoln Street

MINUTES

Mayor Richardson called the meeting to order at 6:00 p.m. and led the Pledge of Allegiance.

1. ROLL CALL

**Governing Body Present:** Councilmembers Missy White , Josh Hahn, Melinda Cox , John Larsen, Dan Hahn, Julia Stuble and Mayor Richardson.

**City Staff Present:** Deputy City Treasurer/Clerk, Kevin Kulow, City Treasurer Charri Lara, Public Works Director Lance Hopkin, Lander Police Chief Scott Peters.

2. APPROVAL OF AGENDA

MOTION: Councilmember Cox moved to approve the agenda as amended. Councilmember Stuble seconded the motion. Motion passed unanimously.

3. COMMUNICATION FROM THE FLOOR

A. Public Comment

Paula McCormick, LOTRA President and Julie Freese, LOTRA Treasurer and Aaron Robson, 131 Gravel, expressed continuing rental fee schedule concerns.

4. OLD BUSINESS (ACTION ITEMS)

A. Second Reading Ordinance 2023-2 Redistricting in accordance with W.S. §22-23-103 and Lander Code 12-1-2 and Repealing Ordinance 442 Enacted 1963.

MOTION: Councilmember White moved to approve the second reading of Ordinance 2023-2 Redistricting in accordance with W.S. § 22-23-103 and Lander Code 12-1-2 and Repealing Ordinance 442 Enacted 1963. Councilmember Cox seconded the motion. Motion passed unanimously.

B. Resolution 1285 The City of Lander Fee Schedule 2023-24 Amending Resolution 1249

In depth councilmember discussion concerning the proposed changes and concerns.

MOTION: Councilmember White moved to table Resolution 1285 The City of Lander Fee Schedule 2023-24 Amending Resolution 1249 and have further discussion at the next work session. Councilmember Stuble seconded the motion. Call for the vote. Councilmembers voting aye: White, Stuble, Larsen, Dan Hahn and Josh Hahn. Councilmembers voting nay: Cox and Mayor Richardson. Motion to table passed.

5. ADJOURNMENT

MOTION: Councilmember Cox moved to adjourn the meeting. Councilmember Dan Hahn seconded the motion. Motion passed unanimously.

Being no further business to come before the Council, the meeting was adjourned at 6:48 PM.  
The City of Lander

ATTEST:

By: \_\_\_\_\_  
Monte Richardson,  
City of Lander Mayor

\_\_\_\_\_  
Kevin Kulow, Deputy City Treasurer/Clerk

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CITY OF LANDER WORK SESSION COUNCIL MEETING

Tuesday, April 25, 2023, at 6:50 PM  
City Council Chambers, 240 Lincoln Street

MINUTES

1. 2023-204 City of Lander Budget Discussions

The City Treasurer, Charri Lara, presented a City of Lander budget narrative and overview.

The unrestricted balance in reserve is \$3.07 million, ARPA monies remaining are \$989,224. The City spent \$300,000 this year on the Hermansky property.

1. Current items funded in the 06/30/2024 budget are: Youth Services \$25,000 per their request, 52 benefited employee positions no new positions, \$1000 funded to HRA accounts, \$25000 in each fund for a grant writer, and the Lander Chamber \$15,000 per their request.

2. FEMA monies (we are awaiting over \$1.5 million in reimbursements this will return to enterprise reserves).

3. The community development line item increased last year to \$50,000 for the community resource employee to use for community events including updates to online services.

4. \$100,000 was added to professional fees for a city masterplan. The last one was done in 2012 and was part of the council’s strategic plan strategy.

5. Currently we have the golf course funded at \$43,500. An MOU with golf course will be presented at the next meeting and staff requests the golf course be funded in May as the new MOU would allow every full-time employee a golf membership but wouldn’t include the cart. This would require a budget amendment.

6. There are monies for the fire department replacement of radios. They have been awarded a grant for 50% of the cost and have put in another grant for the remainder.

7. Fire departments wages/benefits are split 50% to airport.

8. Capital projects aren’t included in the handout. They would include, Sr. Center, Optional, ½ funds, airport. These funds don’t require general fund monies. They are read into the budget as a single line item.

9. Charri would like to change the wage schedule to adjust for any COLA that will be given this year to change the beginning & ending base salaries.

10. Charri would like to allocate the year-end overage of income to the asset replacement fund again this year so the City can continue to replace our aging assets (all types not just equipment).

11. This proposed budget includes a 8.7% increase in annual wages. This is based on the Cost of Living for the central Wyoming area which is the rate that you approved for last year’s budget. USA, the state rate was 7.8% and central Wyoming was 8.7. This difference in rates will cost the city an additional \$36,152 from the US COLA.

12. There was an increase in health insurance in the amount of 17.5%. Discussion concerning potential options for council to consider addressing the increase. This is a \$721.93 increase annually for the employee on the family plan. There are currently 23 employees on the family plan. The total increase in insurance for the entire city is \$160,797. There are currently no REQUIRED increases in retirement contributions for the fiscal year.

13. The next 5 years we have 20 people eligible for retirement of that 8 of them are police officers. Therefore, keeping our wages/police wages attractive enough to handle that recruitment that will need to take place. (General \$411,106/Enterprise \$450,000)

14. With this increase in wages the remainder of monies went to asset replacement line item in the amount of \$258,586.

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15. The Chief of Police would be interested in adding a captain to his police department. This would help with his strategic planning as he has all 5 sergeants eligible for retirement. The estimated cost of adding this additional person is \$130,000. If it was the council’s desire the position could be added, and we could reduce the amount going to the asset’s replacement line item.
16. We have paid outside contractors for snow removal this year \$126,000. This doesn’t include any of our labor/fuel costs just those paid to contractors. This would have been the equivalent of about 1 ¼ full time benefitted employee.
17. Currently sales tax is in excess of the budget of \$194,656.
18. Currently general fund in total is in excess of \$478,402
- Being no further discussion the meeting was adjourned at 8:30 PM.

The City of Lander

ATTEST:

By: \_\_\_\_\_  
Monte Richardson,  
City of Lander Mayor

\_\_\_\_\_  
Kevin Kulow, Deputy City Treasurer/Clerk

CITY OF LANDER

Budget Worksheet - BUDGET VS ACTUAL 06/30/2024

Periods: 12/22-04/23

Account Number	Account Title	2022-23 Current year Actual	2022-23 Current year Budget	2023-24 Future year Budget	VARIANCE
<b>GENERAL- FUND 10</b>					
<b>TAXES</b>					
10-310-1100	TAXES - GENERAL	453,513	613,300	700,000	86,700
10-310-1200	TAXES - AUTO GENERAL	171,656	175,000	175,000	.00
10-310-1300	TAXES - DELINQUENT	26,580	15,000	15,000	.00
10-310-1301	TAXES - DELINQUENT INTERES	1,838	3,000	3,000	.00
10-310-1305	WEED & PEST TAXES	51,646	65,161	74,300	9,139
10-310-3000	SALES/USE TAX	1,507,156	1,800,000	1,950,000	150,000
10-310-4000	CIGARETTE TAX	20,732	22,700	22,700	.00
10-310-4500	SPECIAL FUELS DIESEL TAX	61,397	79,500	75,000	( 4,500)
10-310-4800	GASOLINE	153,784	216,000	208,000	( 8,000)
10-310-4900	LIQUOR LICENSE	32,786	50,000	50,000	.00
10-310-5000	LOTTERY TAXES	36,294	22,000	35,000	13,000
10-310-8000	DIRECT/SUPPLEMENT DISTRIB	981,712	981,712	1,491,783	510,071
10-310-8100	MINERAL SEVERANCE TAX DIS	203,794	281,000	238,000	( 43,000)
10-310-8200	FRANCHISE - QWEST	2,684	7,000	5,500	( 1,500)
10-310-8300	FRANCHISE - SOURCE GAS	51,616	65,000	60,000	( 5,000)
10-310-8400	FRANCHISE - ROCKY MTN	286,558	364,000	365,000	1,000
10-310-8500	FRANCHISE - CHARTER	44,640	92,000	90,000	( 2,000)
Total TAXES:		4,088,387	4,852,373	5,558,283	705,910
<b>LICENSES AND PERMITS</b>					
10-320-1000	BUSINESS LICENSES AND PER	30,847	35,000	40,000	5,000
10-320-2100	BUILDING PERMITS	54,714	50,000	50,000	.00
10-320-2600	ANIMAL LICENSES	1,938	2,000	2,000	.00
Total LICENSES AND PERMITS:		87,499	87,000	92,000	5,000
<b>GRANT REVENUE</b>					
10-330-1570	AFG FIREFIGHTER GRANT	.00	202,598	.00	( 202,598)
10-330-4040	MOSQUITO GRANT	.00	30,000	.00	( 30,000)
10-330-4100	REIMB COPS IN SCHOOL/LVHS	194,147	178,957	212,857	33,900
10-330-4200	FEDERAL MINERAL ROYALTIES	349,265	475,000	475,000	.00
10-330-4410	ALCOHOL COMPLIANCE -UDAL	1,557	10,000	10,000	.00
10-330-4500	TAD GRANT	.00	1,000	1,000	.00
10-330-9720	WDOT- TRAFFIC ENFORCEMEN	16,269	11,150	12,000	850
10-330-9725	HOMELAND SECURITY	33,195	.00	110,550	110,550
10-330-9728	VICTIM WITNESS GRANT	12,836	13,472	.00	( 13,472)
10-330-9770	FREMONT COUNTY RECREATI	7,000	7,000	7,000	.00
Total GRANT REVENUE:		614,269	929,177	828,407	( 100,770)
<b>CHARGES FOR SERVICES</b>					
10-340-5300	SNOW REMOVAL	8,132	7,000	8,000	1,000
10-340-5400	ANIMAL CONTROL & SHELTER	.00	1,000	1,000	.00
10-340-7200	PARKS BOARD 3/4 MILL	.00	5,000	5,000	.00
10-340-7300	PARKS & RECREATION EVENT	12,675	.00	13,000	13,000
10-340-7400	PARK & RECREATION USER FE	5,950	12,000	12,000	.00
10-340-7410	SPORT ASSN USER FEES	3,355	5,000	5,000	.00
10-340-7500	CONCESSIONS	7,466	5,500	5,000	( 500)

CITY OF LANDER

Budget Worksheet - BUDGET VS ACTUAL 06/30/2024

Periods: 12/22-04/23

Account Number	Account Title	2022-23 Current year Actual	2022-23 Current year Budget	2023-24 Future year Budget	VARIANCE
10-340-7600	PROGRAM REGISTRATION	2,635	10,000	10,000	.00
10-340-7610	ICE SKATING	29,969	10,000	10,000	.00
10-340-7620	HOCKEY	80	200	.00	( 200)
10-340-9200	COMMUNITY CENTER	75,766	70,000	80,000	10,000
10-340-9300	VIN CHECK POLICE	4,530	5,000	6,000	1,000
Total CHARGES FOR SERVICES:		150,557	130,700	155,000	24,300
<b>FINES AND FORFEITURES</b>					
10-350-1000	POLICE FINES	92,342	140,000	130,000	( 10,000)
10-350-1200	IMPROPER PARKING	5,066	3,000	5,000	2,000
Total FINES AND FORFEITURES:		97,408	143,000	135,000	( 8,000)
<b>INTEREST</b>					
10-361-0100	INTEREST REVENUES	139,285	18,000	200,000	182,000
Total INTEREST:		139,285	18,000	200,000	182,000
<b>MISCELLANEOUS REVENUE</b>					
10-362-1000	RENTS & ROYALTIES	30,424	37,000	37,000	.00
10-362-5100	MT. HOPE MEMORIAL FUND	2,525	2,000	3,000	1,000
10-362-7110	CEMETERY	27,925	30,000	30,000	.00
10-362-7111	PERPETUAL CARE	10,030	10,000	10,000	.00
10-362-8800	MISCELLANEOUS	14,665	10,000	10,000	.00
10-362-8820	CREDIT CARD REDEMPTION	4,770	7,000	7,000	.00
10-362-8840	POLICE REPORTS	645	1,000	1,000	.00
10-362-8860	BACKGROUND CHECKS	4,082	5,000	5,000	.00
10-362-8950	CHAMBER CONTRIBUTIONS	.00	14,015	14,015	.00
Total MISCELLANEOUS REVENUE:		95,066	116,015	117,015	1,000
<b>OTHER FINANCING SOURCES</b>					
10-390-2100	SALE OF GENERAL FIXED ASS	.00	10,000	.00	( 10,000)
10-390-4400	INSURANCE PROCEEDS	.00	.00	.00	.00
Total OTHER FINANCING SOURCES:		.00	10,000	.00	( 10,000)
<b>GENERAL GOVERNMENT</b>					
10-4110-110	SALARIES AND WAGES	270,615	301,965	325,419	23,454
10-4110-210	GROUP INSURANCE	41,223	39,277	49,378	10,101
10-4110-220	SOCIAL SECURITY CONTRIBUT	20,084	23,100	24,895	1,795
10-4110-230	RETIREMENT CONTRIBUTIONS	36,278	41,235	44,798	3,563
10-4110-260	WORKER'S COMPENSATION	11,941	15,551	16,759	1,208
10-4110-301	PROF AND CONSULTING	106,962	230,000	250,000	20,000
10-4110-302	PROF FEES - COMPUTERS	1,253	10,000	3,000	( 7,000)
10-4110-370	ECONOMIC DEVELOPMENT	672	5,000	5,000	.00
10-4110-375	COMMUNITY DEVELOPMENT	26,262	20,000	30,000	10,000
10-4110-501	TUITION & REGISTRATION	6,650	8,000	10,000	2,000
10-4110-535	BROKERAGE FEES	1,407	.00	2,000	2,000
10-4110-580	TRAVEL	4,858	8,000	8,000	.00
10-4110-609	POSTAGE	3,044	4,000	4,000	.00

## CITY OF LANDER

## Budget Worksheet - BUDGET VS ACTUAL 06/30/2024

Periods: 12/22-04/23

Account Number	Account Title	2022-23 Current year Actual	2022-23 Current year Budget	2023-24 Future year Budget	VARIANCE
10-4110-610	SUPPLIES	19,225	20,000	30,000	10,000
10-4110-619	TELEPHONE & INTERNET	26,414	33,000	36,000	3,000
10-4110-627	STREET LIGHTING	28,376	37,000	43,200	6,200
10-4110-641	DUES	6,651	9,000	9,000	.00
10-4110-642	FILING FEES	426	2,000	2,000	.00
10-4110-643	EMPLOYEE BENEFIT	11,140	10,000	15,000	5,000
10-4110-650	FLEX SHARE FEES	2,333	2,500	3,000	500
10-4110-748	MAIN STREET ENHANCEMENT	8,686	2,000	2,000	.00
10-4110-750	TRANSFER TO RESERVE	114,042	.00	510,000	510,000
10-4110-775	EMPLOYEE WELLNESS PROGR	4,811	10,000	10,000	.00
10-4110-780	HRA EMPLOYEE ACCOUNTS	61,000	60,000	60,000	.00
10-4110-790	FUND UPCOMING RETIREE BE	.00	60,000	.00	( 60,000)
10-4110-800	FUND EQUIPMENT REPLACEM	194,771	374,896	127,888	( 247,008)
10-4110-826	WY BUSINESS COUNCIL LOAN	14,015	14,000	14,000	.00
Total GENERAL GOVERNMENT:		1,023,141	1,340,524	1,635,337	294,813
<b>COMMUNITY CENTER</b>					
10-4135-301	PROFESSIONALS	3,715	6,000	6,000	.00
10-4135-308	ADVERTISING	425	3,000	2,000	( 1,000)
10-4135-329	COMMUNITY CENTER MAINT	40,630	45,000	45,000	.00
10-4135-431	REPAIRS	4,983	10,000	30,000	20,000
10-4135-534	BANK CHARGES	1,944	2,400	2,500	100
10-4135-600	LINENS	5,054	5,000	8,000	3,000
10-4135-612	SUPPLIES	10,480	8,000	15,000	7,000
10-4135-619	TELEPHONE	2,142	2,500	2,500	.00
10-4135-621	GAS	9,766	8,000	13,000	5,000
10-4135-622	ELECTRICITY	23,418	30,000	30,000	.00
10-4135-826	COMM CENTER CAP IMPROVE	.00	10,000	15,000	5,000
10-4135-952	WAM ENERGY PAYMENT	7,500	10,000	10,000	.00
Total COMMUNITY CENTER:		110,057	139,900	179,000	39,100
<b>OTHER GENERAL ACCOUNTS</b>					
10-4140-301	PROF & TECH - FCAG	4,000	4,000	4,000	.00
10-4140-307	INSURANCE/OVERHEAD	58,166	50,000	60,000	10,000
10-4140-308	ADVERTISING	17,685	11,000	20,000	9,000
10-4140-535	COMMUNITY PROGRAMS	15,000	50,000	45,000	( 5,000)
10-4140-610	SUPPLIES	301	3,000	3,000	.00
10-4140-613	MEETING EXPENSE	1,327	2,000	3,000	1,000
10-4140-722	WAM CONVENTION EXPENSES	2,094	3,500	3,500	.00
10-4140-725	ELECTION FEES	.00	500	.00	( 500)
Total OTHER GENERAL ACCOUNTS:		98,573	124,000	138,500	14,500
<b>MUNICIPAL COURT</b>					
10-4150-110	SALARIES AND WAGES	79,866	95,130	105,851	10,721
10-4150-120	PART-TIME WAGES	13,133	21,840	21,840	.00
10-4150-210	GROUP INSURANCE	25,622	30,896	36,087	5,191
10-4150-220	SOCIAL SECURITY CONTRIBUT	6,575	8,948	9,768	820
10-4150-230	RETIREMENT CONTRIBUTIONS	12,132	14,450	19,396	4,946
10-4150-260	WORKER'S COMPENSATION	4,650	6,024	6,576	552

CITY OF LANDER

## Budget Worksheet - BUDGET VS ACTUAL 06/30/2024

Periods: 12/22-04/23

Account Number	Account Title	2022-23 Current year Actual	2022-23 Current year Budget	2023-24 Future year Budget	VARIANCE
10-4150-330	PROFESSIONALS	10,470	21,000	21,000	.00
10-4150-338	ELECTRONIC MONITORING	.00	500	500	.00
10-4150-339	JUVENILE DETENTION	.00	500	500	.00
10-4150-341	PRISONER CARE	42,525	35,000	40,000	5,000
10-4150-501	TUITION & REGISTRATION	.00	2,500	2,500	.00
10-4150-507	JURY TRIAL CONTINGENCIES	.00	2,500	2,500	.00
10-4150-580	TRAVEL	.00	3,000	3,000	.00
10-4150-610	SUPPLIES	2,713	3,200	3,200	.00
10-4150-641	DUES	220	400	400	.00
Total MUNICIPAL COURT:		197,905	245,888	273,118	27,230
<b>ATTORNEY</b>					
10-4160-321	GENERAL ATTORNEY	22,300	35,000	35,000	.00
10-4160-322	PROSECUTING ATTORNEY	23,811	35,000	35,000	.00
Total ATTORNEY:		46,111	70,000	70,000	.00
<b>POLICE</b>					
10-4210-110	SALARIES AND WAGES	981,313	1,167,069	1,334,584	167,515
10-4210-120	PART-TIME WAGES	.00	16,000	16,000	.00
10-4210-130	OVERTIME REGULAR	45,485	75,000	65,000	( 10,000)
10-4210-140	OVERTIME/REIMURSED	4,548	.00	.00	.00
10-4210-150	OVERTIME/ALCOH/TOBA COMP	17,082	21,150	22,000	850
10-4210-170	OVERTIME/DOG HANDLER	3,660	.00	.00	.00
10-4210-180	OVERTIME/HOLIDAY	6,181	10,000	10,000	.00
10-4210-210	GROUP INSURANCE	273,653	312,826	417,916	105,090
10-4210-220	SOCIAL SECURITY CONTRIBUT	76,958	97,007	109,057	12,050
10-4210-230	RETIREMENT CONTRIBUTIONS	143,907	168,695	191,652	22,957
10-4210-260	WORKER'S COMPENSATION	52,850	65,306	73,418	8,112
10-4210-301	PROF. & TECHNICAL SERVICE	15,012	12,000	20,000	8,000
10-4210-303	TOWING	1,504	2,000	2,000	.00
10-4210-304	DOG IMPOUNDING	5,000	4,000	5,000	1,000
10-4210-324	DISPATCH CONTRACT	176,426	200,000	210,000	10,000
10-4210-343	K-9 EXPENSE	4,059	2,000	2,000	.00
10-4210-430	REPAIR AND MAINTENANCE SE	1,033	5,000	5,000	.00
10-4210-501	TUITION & REGISTRATION	7,028	15,000	15,000	.00
10-4210-506	UNIFORMS	690	10,000	8,000	( 2,000)
10-4210-515	SCHOOL DIST #1 PROGRAMS	51	500	500	.00
10-4210-526	INVESTIGATIVE FUNDS	2,704	4,500	4,500	.00
10-4210-580	TRAVEL	4,600	10,000	10,000	.00
10-4210-609	POSTAGE	164	500	500	.00
10-4210-610	SUPPLIES	5,582	10,000	10,000	.00
10-4210-619	TELEPHONE	6,420	9,000	9,000	.00
10-4210-641	DUES	100	500	500	.00
10-4210-742	NEW ASSETS	49,606	60,000	60,000	.00
10-4210-745	WEAPONS AND TACTICAL SUP	10,962	10,500	11,000	500
Total POLICE:		1,896,579	2,288,553	2,612,627	324,074
<b>FIRE</b>					
10-4220-110	SALARIES AND WAGES	43,721	44,678	48,565	3,887

CITY OF LANDER

## Budget Worksheet - BUDGET VS ACTUAL 06/30/2024

Periods: 12/22-04/23

Account Number	Account Title	2022-23 Current year Actual	2022-23 Current year Budget	2023-24 Future year Budget	VARIANCE
10-4220-125	FIREMEN CLOTHING ALLOWAN	17,860	20,000	20,000	.00
10-4220-130	OVERTIME	2,702	.00	.00	.00
10-4220-210	GROUP INSURANCE	18,827	22,593	26,383	3,790
10-4220-220	SOCIAL SECURITY CONTRIBUT	3,277	3,734	4,181	447
10-4220-230	RETIREMENT CONTRIBUTIONS	7,052	7,414	8,301	887
10-4220-240	VOLUNTEER FIRE PENSION FU	5,475	10,000	10,000	.00
10-4220-260	WORKER'S COMPENSATION	6,074	7,514	7,825	311
10-4220-302	DRIVERS LICENSE TESTING	.00	400	400	.00
10-4220-305	CLEANING SERVICES	.00	.00	.00	.00
10-4220-307	INSURANCE/OVERHEAD	3,800	7,000	7,000	.00
10-4220-310	PHYSICALS	.00	500	500	.00
10-4220-324	DISPATCH	6,749	11,000	11,000	.00
10-4220-325	TRAINING	162	3,000	3,000	.00
10-4220-430	FIRE EQUIPMENT MAINTENAN	13,486	8,000	20,000	12,000
10-4220-431	BUILDING MAINTENANCE	30,846	5,000	20,000	15,000
10-4220-501	TUITION & REGISTRATION	69	1,000	1,000	.00
10-4220-505	FIRE PREVENTION	1,419	1,000	1,500	500
10-4220-506	UNIFORMS	5,129	10,000	20,000	10,000
10-4220-518	STATE MEET. ASSN.	1,371	1,000	1,500	500
10-4220-580	TRAVEL	168	500	1,000	500
10-4220-610	SUPPLIES	10,147	6,000	20,000	14,000
10-4220-619	TELEPHONE	2,195	3,000	3,000	.00
10-4220-621	GAS	5,570	6,000	6,000	.00
10-4220-622	ELECTRICITY	2,544	5,000	5,000	.00
10-4220-626	FUEL	6,749	6,000	6,000	.00
10-4220-743	NEW ASSETS	.00	212,728	110,550	( 102,178)
10-4220-749	WAGES/BENEFITS TO AIRPORT	( 21,961)	( 42,184)	( 48,164)	( 5,980)
Total FIRE:		173,429	360,877	314,541	( 46,336)
<b>BUILDING INSPECTOR</b>					
10-4242-110	SALARIES AND WAGES	30,916	34,272	36,213	1,941
10-4242-210	GROUP INSURANCE	701	4,152	28	( 4,124)
10-4242-220	SOCIAL SECURITY CONTRIBUT	2,355	2,622	2,770	148
10-4242-230	RETIREMENT CONTRIBUTIONS	3,134	5,206	5,501	295
10-4242-260	WORKER'S COMPENSATION	1,031	1,765	1,865	100
10-4242-501	TUITION & REGISTRATION	2,589	1,500	300	( 1,200)
10-4242-580	TRAVEL	2,281	400	2,000	1,600
10-4242-610	SUPPLIES	3,341	400	3,000	2,600
10-4242-639	CODE BOOKS	1,502	800	2,000	1,200
10-4242-641	DUES	145	250	500	250
Total BUILDING INSPECTOR:		47,995	51,367	54,177	2,810
<b>EMERG MGMT &amp; COMPLIANCE COORD</b>					
10-4260-330	EMPLOYEE SCREENING	2,246	5,000	4,000	( 1,000)
10-4260-520	INSURANCE DEDUCTIBLE	.00	1,000	1,000	.00
10-4260-706	SAFETY EQUIP & SUPPLIES	9,793	15,000	15,000	.00
Total EMERG MGMT & COMPLIANCE COORD:		12,039	21,000	20,000	( 1,000)



CITY OF LANDER

Budget Worksheet - BUDGET VS ACTUAL 06/30/2024

Periods: 12/22-04/23

Account Number	Account Title	2022-23 Current year Actual	2022-23 Current year Budget	2023-24 Future year Budget	VARIANCE
<b>STREETS</b>					
10-4310-110	SALARIES AND WAGES	151,389	169,878	184,167	14,289
10-4310-120	PART-TIME WAGES	.00	12,500	12,500	.00
10-4310-130	OVERTIME/HOLIDAY PAY	8,219	5,000	5,000	.00
10-4310-210	GROUP INSURANCE	39,383	47,448	55,371	7,923
10-4310-220	SOCIAL SECURITY CONTRIBUT	11,634	14,334	15,428	1,094
10-4310-230	RETIREMENT CONTRIBUTIONS	22,796	28,463	30,633	2,170
10-4310-260	WORKER'S COMPENSATION	7,503	9,650	10,386	736
10-4310-433	OPERATION/ MAINTENANCE ST	154,796	60,000	80,000	20,000
10-4310-610	SUPPLIES	3,657	.00	4,000	4,000
Total STREETS:		399,376	347,273	397,485	50,212
<b>RODEO GROUNDS</b>					
10-4312-424	MAINTENANCE	1,071	1,700	2,000	300
10-4312-612	SUPPLIES	.00	500	500	.00
10-4312-622	ELECTRICITY	1,430	2,500	2,500	.00
10-4312-742	NEW ASSETS	12,454	.00	.00	.00
Total RODEO GROUNDS:		14,955	4,700	5,000	300
<b>BUILDING REPAIR &amp; MAINTENANCE</b>					
10-4315-305	CLEANING SERVICES	5,254	8,900	8,900	.00
10-4315-306	TRASH COLLECTION	15,416	20,000	22,000	2,000
10-4315-314	FIRE EXTINGUISHER MAINTEN	.00	1,000	1,000	.00
10-4315-431	BUILDING MAINTENANCE	13,738	15,000	15,000	.00
10-4315-446	LIGHTS AND ELECTRICAL	3,600	2,000	5,000	3,000
10-4315-447	MAIN STREET COBRA LIGHTS	.00	6,000	6,000	.00
10-4315-612	HOUSEKEEPING SUPPLIES	.00	5,000	5,000	.00
10-4315-621	GAS	22,585	25,000	30,000	5,000
10-4315-622	ELECTRICITY	28,418	42,000	42,000	.00
10-4315-849	IMPROVEMENTS	48,849	50,000	50,000	.00
Total BUILDING REPAIR & MAINTENANCE:		137,860	174,900	184,900	10,000
<b>SHOP</b>					
10-4319-110	SALARIES AND WAGES	51,149	61,439	66,700	5,261
10-4319-130	OVERTIME/HOLIDAY PAY	420	.00	.00	.00
10-4319-210	GROUP INSURANCE	6,892	8,304	9,705	1,401
10-4319-220	SOCIAL SECURITY CONTRIBUT	3,844	4,700	5,103	403
10-4319-230	RETIREMENT CONTRIBUTIONS	7,833	9,333	10,132	799
10-4319-260	WORKER'S COMPENSATION	2,578	3,164	3,435	271
10-4319-402	TIRES	13,704	12,000	12,000	.00
10-4319-432	VEHICLE REPAIR	72,240	68,000	90,000	22,000
10-4319-501	TUITION & REGISTRATION	927	2,000	2,000	.00
10-4319-616	SHOP SUPPLIES	8,498	25,000	10,000	( 15,000)
10-4319-619	TELEPHONE	1,170	.00	2,500	2,500
10-4319-626	FUEL	49,756	69,000	90,000	21,000
Total SHOP:		219,011	262,940	301,575	38,635

CITY OF LANDER

## Budget Worksheet - BUDGET VS ACTUAL 06/30/2024

Periods: 12/22-04/23

Account Number	Account Title	2022-23 Current year Actual	2022-23 Current year Budget	2023-24 Future year Budget	VARIANCE
<b>WEED &amp; PEST</b>					
10-4326-110	SALARIES AND WAGES	1,060	.00	.00	.00
10-4326-120	PART-TIME WAGES	.00	40,000	40,000	.00
10-4326-130	OVERTIME/HOLIDAY PAY	176	300	300	.00
10-4326-220	SOCIAL SECURITY CONTRIBUT	94	3,083	3,083	.00
10-4326-260	WORKER'S COMPENSATION	62	2,075	2,075	.00
10-4326-501	TUITION & REGISTRATION	322	2,000	2,000	.00
10-4326-610	SUPPLIES/CHEMICALS	1,020	10,000	10,000	.00
10-4326-747	SPECIAL MANAGMENT PROGR	3,103	.00	5,000	5,000
10-4326-972	MOSQUITO GRANT	6,598	10,000	10,000	.00
Total WEED & PEST:		12,434	67,458	72,458	5,000
<b>PARKS AND RECREATION</b>					
10-4500-110	SALARIES AND WAGES	168,375	199,164	218,902	19,738
10-4500-120	PART-TIME WAGES	18,753	50,000	50,000	.00
10-4500-130	OVERTIME/HOLIDAY PAY	20,036	10,000	10,000	.00
10-4500-170	PART-TIME PROGRAMS	17,837	30,000	30,000	.00
10-4500-210	GROUP INSURANCE	30,695	39,255	45,848	6,593
10-4500-220	SOCIAL SECURITY CONTRIBUT	16,754	22,121	23,631	1,510
10-4500-230	RETIREMENT CONTRIBUTIONS	28,382	31,772	34,770	2,998
10-4500-250	UNEMPLOYMENT/PART TIME W	.00	3,000	.00	( 3,000)
10-4500-260	WORKER'S COMPENSATION	11,250	14,892	15,908	1,016
10-4500-301	PROF AND CONSULTING	2,817	.00	.00	.00
10-4500-306	TRASH COLLECTION	330	4,500	2,000	( 2,500)
10-4500-335	SPECIAL PROGRAM	9,138	40,000	40,000	.00
10-4500-424	TURF & GROUNDS MAINTENAN	22,598	30,000	35,000	5,000
10-4500-431	BUILDING MAINTENANCE	2,799	5,000	5,000	.00
10-4500-448	TREE MAINTENANCE	.00	10,000	5,000	( 5,000)
10-4500-451	TRAIL MAINTENANCE/CONSTR	.00	2,000	2,000	.00
10-4500-501	TUITION & REGISTRATION	2,043	1,500	2,000	500
10-4500-514	SALES TAX	194	300	300	.00
10-4500-516	URBAN FOREST COUNCIL	221	500	500	.00
10-4500-527	SPECIAL SERVICES	300	600	600	.00
10-4500-580	TRAVEL	30	4,000	2,000	( 2,000)
10-4500-611	OFFICE EQUIP SUPPLIES & MAI	2,596	2,000	3,000	1,000
10-4500-616	TOOLS & SHOP SUPPLIES	1,025	4,000	4,000	.00
10-4500-619	TELEPHONE	2,340	.00	3,000	3,000
10-4500-630	CONCESSIONS	2,725	3,500	3,500	.00
10-4500-704	REC. EQUIPMENT	2,746	9,000	5,000	( 4,000)
10-4500-742	NEW ASSETS	30,697	7,500	.00	( 7,500)
10-4500-825	MAIN STREET TREES/LANDSC	.00	4,000	.00	( 4,000)
Total PARKS AND RECREATION:		394,682	528,604	541,959	13,355
<b>LANDER GOLF COURSE</b>					
10-4515-432	EQUIPMENT REPAIR/LEASE PA	80,295	25,000	.00	( 25,000)
10-4515-917	BENEFIT SUPPORT	12,000	12,000	43,500	31,500
10-4515-999	MISC OTHER	129	.00	.00	.00
Total LANDER GOLF COURSE:		92,423	37,000	43,500	6,500

CITY OF LANDER

## Budget Worksheet - BUDGET VS ACTUAL 06/30/2024

Periods: 12/22-04/23

Account Number	Account Title	2022-23 Current year Actual	2022-23 Current year Budget	2023-24 Future year Budget	VARIANCE
<b>CEMETERY</b>					
10-4550-110	SALARIES AND WAGES	92,158	101,008	112,148	11,140
10-4550-120	PART-TIME WAGES	5,351	23,000	23,000	.00
10-4550-130	OVERTIME/HOLIDAY PAY	10,757	2,500	2,500	.00
10-4550-210	GROUP INSURANCE	30,670	36,957	43,146	6,189
10-4550-220	SOCIAL SECURITY CONTRIBUT	7,834	9,678	10,530	852
10-4550-230	RETIREMENT CONTRIBUTIONS	14,751	15,723	17,415	1,692
10-4550-260	WORKER'S COMPENSATION	5,413	6,515	7,089	574
10-4550-301	PROF. & TECHNICAL SERVICE	1,200	2,200	2,200	.00
10-4550-434	BLDG GROUNDS MAINTENANC	1,045	3,200	2,000	( 1,200)
10-4550-436	IRRIGATION SYSTEM REPAIR	.00	3,200	3,200	.00
10-4550-448	TREE MAINTENANCE	2,002	2,000	2,000	.00
10-4550-580	TRAVEL	.00	500	500	.00
10-4550-610	SUPPLIES/TOOLS & EQUIP	1,840	4,000	4,000	.00
10-4550-619	TELEPHONE	1,170	2,000	2,000	.00
10-4550-623	BOTTLED GAS & SUPPLIES	36	800	800	.00
10-4550-660	CHEMICALS	.00	4,000	4,000	.00
10-4550-743	NEW ASSETS	3,697	4,000	5,000	1,000
Total CEMETERY:		177,924	221,281	241,528	20,247
GENERAL- FUND 10 Revenue Total:		5,272,470	6,286,265	7,085,705	799,440
GENERAL- FUND 10 Expenditure Total:		5,054,494	6,286,265	7,085,705	799,440
Net Total GENERAL- FUND 10:		217,976	.00	.00	.00
<b>WATER ENTERPRISE -FUND 20</b>					
<b>WATER INTEREST</b>					
20-361-1000	INTEREST REVENUES	95,503	18,000	160,000	142,000
Total WATER INTEREST:		95,503	18,000	160,000	142,000
<b>WATER REVENUE</b>					
20-371-1000	UTILITY BILLING - WATER	1,963,685	2,000,000	2,150,000	150,000
20-371-1100	RURAL WATER	206,272	240,000	250,000	10,000
20-371-1900	WATER TRANSFER FEE	2,755	5,000	5,000	.00
20-371-2000	WATER SERVICE FEES	5,578	2,000	5,000	3,000
20-371-2100	WATER METERS	1,270	3,000	3,000	.00
20-371-4051	FEMA FUNDS FLOOD 2017	.00	635,653	.00	( 635,653)
20-371-5000	LATE CHARGES	27,873	30,000	30,000	.00
20-371-8000	WATER - BOND SINKING	.00	318,000	318,000	.00
20-371-9000	REIMB. MISC. WATER	627	2,000	1,000	( 1,000)
20-371-9500	LONG/SHORT CONTROL	4	.00	.00	.00
20-371-9745	WWDC GRANT - STORAGE TAN	.00	1,645,935	1,645,935	.00
20-371-9750	AML GRANT	.00	5,500,000	5,500,000	.00
Total WATER REVENUE:		2,208,063	10,381,588	9,907,935	( 473,653)

CITY OF LANDER

Budget Worksheet - BUDGET VS ACTUAL 06/30/2024

Periods: 12/22-04/23

Account Number	Account Title	2022-23 Current year Actual	2022-23 Current year Budget	2023-24 Future year Budget	VARIANCE
<b>SEWER REVENUE</b>					
20-372-1000	UTILITY BILLING - SEWER	877,890	775,000	780,000	5,000
20-372-1500	SEWER ROYALTY	2,450	2,500	3,000	500
20-372-2000	SEWER TAP FEES	175	1,000	1,000	.00
20-372-3000	WASTEWATER DUMPING	22,487	30,000	25,000	( 5,000)
20-372-7000	WYOMING OUTDOOR GRANT	.00	.00	17,250	17,250
20-372-8000	SEWER BOND SINKING FUND	.00	248,000	248,000	.00
20-372-9400	CITY SHARE/OPTIONAL MONEY	.00	.00	1,593,750	1,593,750
20-372-9600	SLIB ARPA GRANT	.00	.00	3,000,000	3,000,000
Total SEWER REVENUE:		903,002	1,056,500	5,668,000	4,611,500
<b>SEWER INTEREST</b>					
20-373-1000	INTEREST	25,028	27,000	42,000	15,000
Total SEWER INTEREST:		25,028	27,000	42,000	15,000
<b>OTHER FINANCING SOURCES</b>					
20-390-4000	CHARGEBACK FEES	1,260	1,000	1,000	.00
Total OTHER FINANCING SOURCES:		1,260	1,000	1,000	.00
<b>WATER/SPLIT WAGES</b>					
20-4315-110	SALARIES AND WAGES	387,896	388,549	421,611	33,062
20-4315-130	OVERTIME/HOLIDAY PAY	420	.00	.00	.00
20-4315-210	GROUP INSURANCE	46,846	37,401	42,381	4,980
20-4315-220	SOCIAL SECURITY CONTRIBUT	28,986	29,725	32,253	2,528
20-4315-230	RETIREMENT CONTRIBUTIONS	52,594	54,388	59,410	5,022
20-4315-260	WORKER'S COMPENSATION	17,312	20,010	21,713	1,703
Total WATER/SPLIT WAGES:		534,054	530,073	577,368	47,295
<b>WATER TRANSMISSION &amp; DISTRIB</b>					
20-4320-110	SALARIES AND WAGES	123,390	170,810	180,462	9,652
20-4320-120	PART-TIME WAGES	.00	.00	.00	.00
20-4320-130	OVERTIME	19,110	8,000	8,000	.00
20-4320-210	GROUP INSURANCE	34,133	52,395	61,177	8,782
20-4320-220	SOCIAL SECURITY CONTRIBUT	10,410	13,430	14,169	739
20-4320-230	RETIREMENT CONTRIBUTIONS	21,674	26,668	28,134	1,466
20-4320-260	WORKER'S COMPENSATION	7,107	9,041	9,538	497
20-4320-301	PROF AND CONSULTING	14,168	200,000	50,000	( 150,000)
20-4320-318	WATER SAMPLES TESTING	.00	3,000	3,000	.00
20-4320-406	REPAIR & MAINATENANCE	7,892	.00	11,000	11,000
20-4320-432	VEHICLE REPAIR	4,329	.00	6,000	6,000
20-4320-433	STREET REPAIRS	15,626	35,000	41,000	6,000
20-4320-442	RENTAL OF EQUIPMENT & VEHI	758	.00	.00	.00
20-4320-501	TUITION & REGISTRATION	3,908	3,500	7,000	3,500
20-4320-580	TRAVEL	2,165	2,000	3,000	1,000
20-4320-610	SUPPLIES	8,258	.00	14,000	14,000
20-4320-619	TELEPHONE	16,046	5,000	15,000	10,000
20-4320-621	GAS	5,425	5,000	7,300	2,300
20-4320-622	ELECTRICITY	4,467	9,000	9,000	.00

CITY OF LANDER

## Budget Worksheet - BUDGET VS ACTUAL 06/30/2024

Periods: 12/22-04/23

Account Number	Account Title	2022-23 Current year Actual	2022-23 Current year Budget	2023-24 Future year Budget	VARIANCE
20-4320-626	FUEL	24,421	18,000	36,000	18,000
20-4320-629	GRAVEL	.00	7,500	10,000	2,500
20-4320-706	SAFETY MATERIALS	383	6,000	6,000	.00
20-4320-720	METER REPLACEMENT	4,448	20,000	15,000	( 5,000)
20-4320-741	FLOOD DAMAGE REPAIR - FEM	597,341	635,653	.00	( 635,653)
20-4320-742	NEW ASSETS	225	.00	.00	.00
20-4320-843	PROJECT COST - WELLS AT WT	98,346	1,645,935	1,645,935	.00
20-4320-861	OPERATIONS AND MAINTENAN	95,404	80,000	129,000	49,000
20-4320-907	4 M GAL. TANK SITE LEASE	2,704	3,500	3,000	( 500)
20-4320-915	STORAGE TANK REPLACEMEN	1,661	.00	.00	.00
20-4320-965	AML PROJECT	.00	5,500,000	5,500,000	.00
20-4320-972	LINCOLN ST PROJECT	.00	.00	5,312,500	5,312,500
Total WATER TRANSMISSION & DISTRIB:		1,123,799	8,459,432	13,125,215	4,665,783
<b>WATER TREATMENT PLANT</b>					
20-4325-110	SALARIES AND WAGES	170,020	231,839	260,309	28,470
20-4325-130	OVERTIME/HOLIDAY PAY	18,222	20,000	20,000	.00
20-4325-210	GROUP INSURANCE	32,618	30,896	36,087	5,191
20-4325-220	SOCIAL SECURITY CONTRIBUT	13,828	19,266	21,444	2,178
20-4325-230	RETIREMENT CONTRIBUTIONS	28,594	38,255	42,579	4,324
20-4325-260	WORKER'S COMPENSATION	9,412	12,970	14,436	1,466
20-4325-301	PROFESSIONAL FEES	5,500	.00	5,000	5,000
20-4325-318	WATER SAMPLES TESTING	3,006	6,500	7,000	500
20-4325-432	VEHICLE REPAIR	51	.00	.00	.00
20-4325-501	TUITION & REGISTRATION	1,493	5,000	.00	( 5,000)
20-4325-580	TRAVEL	930	2,000	2,000	.00
20-4325-610	SUPPLIES	5,756	.00	6,000	6,000
20-4325-619	TELEPHONE	1,409	5,000	2,000	( 3,000)
20-4325-621	GAS	21,405	35,000	35,000	.00
20-4325-622	ELECTRICITY	11,538	35,000	35,000	.00
20-4325-650	TREATMENT PLANT LAB EQUIP	28,111	.00	5,000	5,000
20-4325-661	CHLORINE	15,323	25,000	25,000	.00
20-4325-663	CHEMICAL FEED SUPPLIES	34,298	80,000	90,000	10,000
20-4325-706	SAFE. EQUIP. & BARRICADE	203	15,000	15,000	.00
20-4325-861	OPERATIONS AND MAINTENAN	86,907	125,000	125,000	.00
Total WATER TREATMENT PLANT:		488,624	686,726	746,855	60,129
<b>WASTEWATER-SEWER COLLECTION</b>					
20-4410-110	SALARIES AND WAGES	122,968	170,810	180,462	9,652
20-4410-130	OVERTIME/HOLIDAY PAY	19,532	1,500	1,500	.00
20-4410-210	GROUP INSURANCE	34,123	52,395	61,177	8,782
20-4410-220	SOCIAL SECURITY CONTRIBUT	10,410	13,430	14,169	739
20-4410-230	RETIREMENT CONTRIBUTIONS	21,674	26,668	28,134	1,466
20-4410-260	WORKER'S COMPENSATION	7,107	9,041	9,538	497
20-4410-313	VIDEO & CLEANING	27,623	70,000	70,000	.00
20-4410-431	BUILDING MAINTENANCE	132	.00	.00	.00
20-4410-501	TUITION & REGISTRATION	.00	1,000	.00	( 1,000)
20-4410-580	TRAVEL	80	1,500	.00	( 1,500)
20-4410-626	FUEL	24,546	20,000	35,000	15,000
20-4410-716	WW-OPERATIONS & MAINTENA	109,235	50,000	146,000	96,000

CITY OF LANDER

Budget Worksheet - BUDGET VS ACTUAL 06/30/2024

Periods: 12/22-04/23

Account Number	Account Title	2022-23 Current year Actual	2022-23 Current year Budget	2023-24 Future year Budget	VARIANCE
20-4410-742	NEW ASSETS	.00	.00	.00	.00
Total WASTEWATER-SEWER COLLECTION:		377,430	416,344	545,980	129,636
<b>WASTEWATER LAGOON SYSTEM</b>					
20-4415-110	SALARIES AND WAGES	54,449	63,970	67,201	3,231
20-4415-130	OVERTIME/HOLIDAY PAY	2,913	1,500	1,500	.00
20-4415-210	GROUP INSURANCE	11,928	14,365	16,764	2,399
20-4415-220	SOCIAL SECURITY CONTRIBUT	4,137	5,008	5,256	248
20-4415-230	RETIREMENT CONTRIBUTIONS	8,713	9,945	10,436	491
20-4415-260	WORKER'S COMPENSATION	2,868	3,372	3,538	166
20-4415-334	WW LAB/TESTING	22,232	25,000	40,000	15,000
20-4415-431	BUILDING MAINTENANCE	.00	.00	5,000	5,000
20-4415-501	TUITION & REGISTRATION	.00	2,000	2,000	.00
20-4415-580	TRAVEL	80	2,500	2,500	.00
20-4415-610	SUPPLIES	28	.00	.00	.00
20-4415-619	TELEPHONE	232	500	500	.00
20-4415-622	ELECTRICITY	30,153	45,000	45,000	.00
20-4415-716	WW-OPERATIONS & MAINTENA	45,513	40,000	85,000	45,000
20-4415-744	EQUIPMENT	3,933	.00	.00	.00
Total WASTEWATER LAGOON SYSTEM:		187,180	213,160	284,695	71,535
<b>ACCOUNTING &amp; COLLECTING</b>					
20-4510-110	SALARIES AND WAGES	40,882	43,143	46,896	3,753
20-4510-130	OVERTIME/HOLIDAY PAY	603	3,000	3,000	.00
20-4510-210	GROUP INSURANCE	8,757	8,304	9,705	1,401
20-4510-220	SOCIAL SECURITY CONTRIBUT	3,045	3,530	3,817	287
20-4510-230	RETIREMENT CONTRIBUTIONS	6,302	7,009	7,579	570
20-4510-260	WORKER'S COMPENSATION	2,074	2,376	2,570	194
20-4510-301	PROF. & TECHNICAL SERVICE	316,036	98,000	250,000	152,000
20-4510-302	PROF FEES - COMPUTERS	.00	10,000	.00	( 10,000)
20-4510-307	INSURANCE, O/THAN EMPLOY	52,161	50,000	60,000	10,000
20-4510-308	ADVERTISING	2,500	2,000	3,000	1,000
20-4510-321	GENERAL ATTORNEY	22,300	35,000	35,000	.00
20-4510-431	BUILDING MAINTENANCE	4,750	10,000	10,000	.00
20-4510-501	TUITION	1,465	4,000	4,000	.00
20-4510-534	CREDIT CARD CHARGES	21,527	25,000	30,000	5,000
20-4510-535	BROKERAGE FEES	2,393	3,000	3,000	.00
20-4510-580	TRAVEL	1,373	5,000	4,000	( 1,000)
20-4510-609	POSTAGE	10,000	18,000	18,000	.00
20-4510-610	SUPPLIES	15,662	20,000	20,000	.00
20-4510-619	TELEPHONE	4,000	20,000	7,000	( 13,000)
20-4510-641	DUES	9,714	10,000	10,000	.00
20-4510-642	FILING FEES	19	500	500	.00
20-4510-650	FLEX SHARE FEES	133	2,000	2,000	.00
20-4510-901	DWSRF LOAN #194 - WATER	185,000	185,000	185,000	.00
20-4510-904	DWSRF LOAN #180 - WATER	33,000	33,000	33,000	.00
20-4510-905	CWSRF LOAN #125 - STP	50,000	50,000	50,000	.00
20-4510-906	DWSRF LOAN #128 -WATER	100,000	100,000	100,000	.00
20-4510-907	CWSFR LOAN #141 - STP	132,000	132,000	132,000	.00
20-4510-908	CWSFR LOAN #142 - STP	66,000	66,000	66,000	.00



CITY OF LANDER

Budget Worksheet - BUDGET VS ACTUAL 06/30/2024

Periods: 12/22-04/23

Account Number	Account Title	2022-23 Current year Actual	2022-23 Current year Budget	2023-24 Future year Budget	VARIANCE
20-4510-920	REPLACEMENT FUND - WATER	38,933	232,491	( 597,245)	( 829,736)
	Total ACCOUNTING & COLLECTING:	1,130,630	1,178,353	498,822	( 679,531)
	WATER ENTERPRISE -FUND 20 Revenue Total:	3,232,856	11,484,088	15,778,935	4,294,847
	WATER ENTERPRISE -FUND 20 Expenditure Total:	3,841,717	11,484,088	15,778,935	4,294,847
	Net Total WATER ENTERPRISE -FUND 20:	( 608,861)	.00	.00	.00
<b>LWCF LAND ACQUISITION-FUND 35</b>					
<b>GRANT REVENUE</b>					
35-330-3010	DONATIONS	7,524	.00	.00	.00
35-330-3020	LANDER DISTRICT REC BOARD	37,077	40,000	.00	( 40,000)
35-330-4000	CITY SHARE	114,042	.00	.00	.00
	Total GRANT REVENUE:	158,644	40,000	.00	( 40,000)
<b>GRANT EXPENSE</b>					
35-4000-705	PROFESSIONAL FEES	37,077	.00	.00	.00
35-4000-731	PROJECT COSTS	.00	40,000	.00	( 40,000)
	Total GRANT EXPENSE:	37,077	40,000	.00	( 40,000)
	LWCF LAND ACQUISITION-FUND 35 Revenue Total:	158,644	40,000	.00	( 40,000)
	LWCF LAND ACQUISITION-FUND 35 Expenditure Total:	37,077	40,000	.00	( 40,000)
	Net Total LWCF LAND ACQUISITION-FUND 35:	121,567	.00	.00	.00
<b>HEALTHY RIVERS - FUND 38</b>					
<b>GRANT REVENUE</b>					
38-330-4900	DONATIONS	4,000	.00	.00	.00
	Total GRANT REVENUE:	4,000	.00	.00	.00
<b>GRANT EXPENSE</b>					
38-4000-700	PROJECT COSTS	656	.00	.00	.00
	Total GRANT EXPENSE:	656	.00	.00	.00
	HEALTHY RIVERS - FUND 38 Revenue Total:	4,000	.00	.00	.00

CITY OF LANDER

## Budget Worksheet - BUDGET VS ACTUAL 06/30/2024

Periods: 12/22-04/23

Account Number	Account Title	2022-23 Current year Actual	2022-23 Current year Budget	2023-24 Future year Budget	VARIANCE
HEALTHY RIVERS - FUND 38 Expenditure Total:		656	.00	.00	.00
Net Total HEALTHY RIVERS - FUND 38:		3,344	.00	.00	.00
<b>ARPA FUNDS - FUND 39</b>					
<b>GRANT EXPENSE</b>					
39-4000-600	REVENUE REPLACEMENT	.00	.00	.00	.00
39-4000-700	CITY SHARE	300,000	.00	.00	.00
Total GRANT EXPENSE:		300,000	.00	.00	.00
ARPA FUNDS - FUND 39 Revenue Total:		.00	.00	.00	.00
ARPA FUNDS - FUND 39 Expenditure Total:		300,000	.00	.00	.00
Net Total ARPA FUNDS - FUND 39:		( 300,000)	.00	.00	.00
<b>ECONOMIC DEVL TAX - FUND 45</b>					
<b>GRANT REVENUE</b>					
45-330-4000	ECONOMIC DEVELP TAX	643,383	770,000	820,000	50,000
Total GRANT REVENUE:		643,383	770,000	820,000	50,000
<b>GRANT EXPENSE</b>					
45-4000-700	ECONOMIC DEVEL PROJECTS	363,293	539,000	574,000	35,000
45-4000-713	AIR TRANSPORTATION	89,378	154,000	164,000	10,000
45-4000-715	GROUND TRANSPORTATION	44,689	77,000	82,000	5,000
Total GRANT EXPENSE:		497,359	770,000	820,000	50,000
ECONOMIC DEVL TAX - FUND 45 Revenue Total:		643,383	770,000	820,000	50,000
ECONOMIC DEVL TAX - FUND 45 Expenditure Total:		497,359	770,000	820,000	50,000
Net Total ECONOMIC DEVL TAX - FUND 45:		146,024	.00	.00	.00
<b>AIRPORT SPECIAL REV FUND- 50</b>					
<b>GRANT REVENUE</b>					
50-333-3001	FUEL SALES	186,797	170,000	219,359	49,359

CITY OF LANDER

## Budget Worksheet - BUDGET VS ACTUAL 06/30/2024

Periods: 12/22-04/23

Account Number	Account Title	2022-23 Current year Actual	2022-23 Current year Budget	2023-24 Future year Budget	VARIANCE
50-333-3005	HANGER RENTS	22,803	24,000	24,000	.00
50-333-3010	AVIATION TAX	560	2,000	2,000	.00
50-333-4001	FAA/AERO EQUIPMENT GRANT	.00	.00	308,609	308,609
50-333-4002	FAA/AERO PAVEMENT MAINTENANCE	1,480,866	3,516,544	.00	(3,516,544)
50-333-4003	STATE/EQUIPMENT GRANT	127,032	180,000	.00	( 180,000)
50-333-4005	STATE/PAVEMENT MAINTENANCE	121,617	182,754	.00	( 182,754)
50-333-4007	STATE - RUNWAY	.00	203,060	.00	( 203,060)
50-333-4011	COVID AIRPORT FUNDS	25,197	59,000	.00	( 59,000)
50-333-5020	AERO/AIRPORT CRACK SEAL,	188,695	225,000	225,000	.00
50-333-5040	AERO/TERMINAL	.00	294,800	294,800	.00
50-333-6000	FLY-IN GRANT	2,500	2,500	2,500	.00
50-333-6010	FLY IN DONATION	.00	.00	.00	.00
Total GRANT REVENUE:		2,156,069	4,859,658	1,076,268	(3,783,390)
<b>GRANT EXPENSE</b>					
50-4000-308	ADVERTISING	2,104	2,000	2,000	.00
50-4000-320	PROFESSIONALS	29,942	42,184	49,000	6,816
50-4000-349	NPDES PERMIT	50	500	200	( 300)
50-4000-431	BUILDING MAINTENANCE	14,604	5,000	15,000	10,000
50-4000-432	EQUIPMENT REPAIR	3,932	3,000	3,000	.00
50-4000-501	TUITION & REGISTRATION	796	200	800	600
50-4000-534	CREDIT CARD FEES	4,707	3,500	5,500	2,000
50-4000-580	DUES, CONFERENCE & TRAVEL	259	500	500	.00
50-4000-610	SUPPLIES	13,507	1,000	3,000	2,000
50-4000-619	TELEPHONE/INTERNET	2,507	7,500	5,000	( 2,500)
50-4000-626	FUEL	137,786	150,000	150,000	.00
50-4000-737	SEAL COAT & MARK	14,703	225,000	225,000	.00
50-4000-829	TAXIWAY	2,550,729	3,923,474	.00	(3,923,474)
50-4000-850	NEW ASSET	8,547	200,000	321,468	121,468
50-4000-854	FLY-IN EXPENSES	.00	1,000	1,000	.00
50-4000-855	AIRPORT - TERMINAL	.00	294,800	294,800	.00
Total GRANT EXPENSE:		2,784,173	4,859,658	1,076,268	(3,783,390)
AIRPORT SPECIAL REV FUND- 50 Revenue Total:		2,156,069	4,859,658	1,076,268	(3,783,390)
AIRPORT SPECIAL REV FUND- 50 Expenditure Total:		2,784,173	4,859,658	1,076,268	(3,783,390)
Net Total AIRPORT SPECIAL REV FUND- 50:		( 628,105)	.00	.00	.00
<b>PARK/REC GRANT - FUND 51</b>					
<b>GRANT EXPENSE</b>					
51-4000-741	SPECIAL PROJECTS	.00	.00	.00	.00
Total GRANT EXPENSE:		.00	.00	.00	.00
PARK/REC GRANT - FUND 51 Revenue Total:		.00	.00	.00	.00

CITY OF LANDER

Budget Worksheet - BUDGET VS ACTUAL 06/30/2024

Periods: 12/22-04/23

Account Number	Account Title	2022-23 Current year Actual	2022-23 Current year Budget	2023-24 Future year Budget	VARIANCE
PARK/REC GRANT - FUND 51 Expenditure Total:					
		.00	.00	.00	.00
Net Total PARK/REC GRANT - FUND 51:					
		.00	.00	.00	.00
<b>WBC GRANT MAVEN - FUND 54</b>					
<b>GRANT REVENUE</b>					
54-333-1000	GRANT REVENUE	504,926	3,000,000	.00	(3,000,000)
54-333-1100	OWNER SHARE	263,228	.00	140,000	140,000
54-333-6500	LOAN PROCEEDS	.00	3,000,000	.00	(3,000,000)
Total GRANT REVENUE:		768,154	6,000,000	140,000	(5,860,000)
<b>GRANT EXPENSE</b>					
54-4000-600	LOAN PAYMENT	.00	.00	133,950	133,950
54-4000-605	LEDA DISTRIBUTION	.00	.00	4,538	4,538
54-4000-606	STATE DISTRIBUTION	.00	.00	1,512	1,512
54-4000-700	PROJECT COSTS	3,888,228	6,000,000	.00	(6,000,000)
54-4000-702	PROPERTY TAXES	.00	.00	.00	.00
54-4000-825	INSURANCE	( 2,860)	.00	.00	.00
Total GRANT EXPENSE:		3,885,368	6,000,000	140,000	(5,860,000)
WBC GRANT MAVEN - FUND 54 Revenue Total:					
		768,154	6,000,000	140,000	(5,860,000)
WBC GRANT MAVEN - FUND 54 Expenditure Total:					
		3,885,368	6,000,000	140,000	(5,860,000)
Net Total WBC GRANT MAVEN - FUND 54:					
		( 3,117,214)	.00	.00	.00
<b>SECTION 205 - FUND 55</b>					
<b>GRANT REVENUE</b>					
55-333-4007	CITY MATCH	125,000	896,095	25,000	( 871,095)
55-333-4009	FEMA GRANT	.00	2,090,899	75,000	(2,015,899)
Total GRANT REVENUE:		125,000	2,986,994	100,000	(2,886,994)
<b>GRANT EXPENSE</b>					
55-4000-710	RELOCATION - LAND	137,052	2,986,985	.00	(2,986,985)
55-4000-726	STUDY	.00	.00	100,000	100,000
Total GRANT EXPENSE:		137,052	2,986,985	100,000	(2,886,985)
SECTION 205 - FUND 55 Revenue Total:					
		125,000	2,986,994	100,000	(2,886,994)

CITY OF LANDER

## Budget Worksheet - BUDGET VS ACTUAL 06/30/2024

Periods: 12/22-04/23

Account Number	Account Title	2022-23 Current year Actual	2022-23 Current year Budget	2023-24 Future year Budget	VARIANCE
SECTION 205 - FUND 55 Expenditure Total:		137,052	2,986,985	100,000	(2,886,985)
Net Total SECTION 205 - FUND 55:		( 12,052)	9	.00	( 9)

**ASSISTED LIVING - FUND 56****GRANT REVENUE**

56-330-4700	USDA GRANT/LOAN	.00	13,500,000	.00	(13,500,00
56-330-4710	MISC GRANTS	.00	900,000	.00	( 900,000)
56-330-4770	DONATIONS	.00	1,500,000	180,000	(1,320,000
56-330-9110	WBC GRANT	.00	.00	987,895	987,895
Total GRANT REVENUE:		.00	15,900,000	1,167,895	(14,732,10

**GRANT EXPENSE**

56-4000-308	ADVERTISING	404	.00	.00	.00
56-4000-320	PROJECT COST - ASSISTED LIV	74,927	15,900,000	1,167,895	(14,732,10
56-4000-893	OUTSIDE SERVICES	100,905	.00	.00	.00

Total GRANT EXPENSE:	176,236	15,900,000	1,167,895	(14,732,10
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ASSISTED LIVING - FUND 56 Revenue Total:	.00	15,900,000	1,167,895	(14,732,10
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ASSISTED LIVING - FUND 56 Expenditure Total:	176,236	15,900,000	1,167,895	(14,732,10
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Net Total ASSISTED LIVING - FUND 56:	( 176,236)	.00	.00	.00
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**OPTIONAL SALES TAX FUND 65****GRANT REVENUE**

65-333-4006	OPTIONAL SALES TAX	1,286,771	1,520,000	1,650,000	130,000
65-333-4008	SAFE ROUTES TO SCHOOL	.00	1,131,125	1,131,125	.00
65-333-4010	TAP GRANT	.00	1,085,880	2,073,970	988,090
Total GRANT REVENUE:		1,286,771	3,737,005	4,855,095	1,118,090

**GRANT EXPENSE**

65-4000-711	SAFE ROUTES TO SCHOOL	.00	.00	.00	.00
65-4000-714	PARKS LAND PURCHASE	12,471	.00	.00	.00
65-4000-716	SMITH CREEK	7,902	3,000	.00	( 3,000)
65-4000-725	TRANSPORTATION	.00	1,200,000	1,200,000	.00
65-4000-726	BALDWIN CREEK/9TH	.00	1,250,000	1,250,000	.00
65-4000-740	MISC SMALL STREET REPAIRS	18,205	1,284,005	2,405,095	1,121,090

Total GRANT EXPENSE:	38,577	3,737,005	4,855,095	1,118,090
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OPTIONAL SALES TAX FUND 65 Revenue Total:	1,286,771	3,737,005	4,855,095	1,118,090
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CITY OF LANDER

Budget Worksheet - BUDGET VS ACTUAL 06/30/2024

Periods: 12/22-04/23

Account Number	Account Title	2022-23 Current year Actual	2022-23 Current year Budget	2023-24 Future year Budget	VARIANCE
OPTIONAL SALES TAX FUND 65 Expenditure Total:		38,577	3,737,005	4,855,095	1,118,090
Net Total OPTIONAL SALES TAX FUND 65:		1,248,194	.00	.00	.00
LANDER SENIOR ENDOWMENT					
ENDOWMENT REVENUE					
70-361-0200	TRANSFER FROM ENDOWMEN	.00	18,000	18,800	800
70-361-0210	INTEREST	864	2,000	2,000	.00
Total ENDOWMENT REVENUE:		864	20,000	20,800	800
ENDOWMENT EXPENSES					
70-5000-431	BUILDING MAINTENANCE	28,670	20,000	20,000	.00
70-5000-700	BANK CHARGES	530	.00	800	800
70-5000-815	NEW ASSETS	950	.00	.00	.00
Total ENDOWMENT EXPENSES:		30,150	20,000	20,800	800
LANDER SENIOR ENDOWMENT Revenue Total:		864	20,000	20,800	800
LANDER SENIOR ENDOWMENT Expenditure Total:		30,150	20,000	20,800	800
Net Total LANDER SENIOR ENDOWMENT:		( 29,286)	.00	.00	.00
Net Grand Totals:		( 3,134,650)	9	.00	( 9)



City of Lander

Proposed Budget

To be read at council meeting

For the Fiscal Year ending June 30, 2024

GENERAL FUND	\$ 7,085,705
ENTERPRISE FUND	\$ 15,778,935
OPTIONAL TAX	\$ 4,855,095
ECONOMIC DEVL TAX	\$ 820,000
AIRPORT FUND	\$ 1,076,268
CAPITAL PROJECTS	\$ 1,407,895
SENIOR CENTER	\$ 20,800



U.S. Department  
of Transportation  
**Federal Aviation  
Administration**

Northwest Mountain Region  
Colorado · Idaho · Montana · Oregon · Utah  
Washington · Wyoming

Denver Airports District Office  
26805 E. 68th Ave., Suite 224  
Denver, CO 80249

Section 8, ItemB.

April 21, 2023

The Honorable Monte Richardson  
Mayor, City of Lander  
240 Lincoln Street  
Lander, WY 82520

Dear Mayor Richardson:

We are enclosing an electronic copy of the Airport Improvement Program (AIP) “Agreement For Transfer of Entitlements”. This agreement will transfer \$150,000 of fiscal year (FY) 2020 and 2023 Federal funds from Hunt Field to Fort Bridger Airport. Please complete this agreement by having the authorized officials execute the appropriate sections. **Certification by the attorney should be completed following the acceptance and dated on or after the acceptance date.**

Your normal procedures for accepting documents such as this in accordance with local and state law should be followed, but evidence of such procedure is not required by the Federal Aviation Administration.

After execution and certification of the “Agreement For Transfer of Entitlements,” please e-mail a copy of the agreement to your FAA Project Manager, Rebecca Wersal at [rebecca.wersal@faa.gov](mailto:rebecca.wersal@faa.gov).

Sincerely,

Jesse Lyman, Acting Manager  
Denver Airports District Office

Enclosures



## Request for FAA Approval of Agreement for Transfer of Entitlements

In accordance with 49 USC § 47117(c)(2),

Name of Transferring Sponsor: City of Lander, Wyoming

hereby waives receipt of the following amount of funds apportioned to it under 49 USC § 47114(c) for

the: Name of Transferring Airport (and LOCID): Hunt Field

( LND )

for each fiscal year listed below:

Entitlement Type (Passenger, Cargo or Nonprimary)	Fiscal Year	Amount
Nonprimary	2020	\$ 1,698.00
Nonprimary	2023	\$ 148,302.00
<b>Total</b>		\$ 150,000.00

The Federal Aviation Administration has determined that the waived amount will be made available to:

Name of Airport (and LOCID) Receiving Transferred Entitlements:

Fort Bridger Airport

( FBR )

Name of Receiving Airport's Sponsor: County of Uinta, Wyoming

a public use airport in the same state or geographical areas as the transferring airport for eligible projects under 49 USC § 47104(a).

The waiver expires on the earlier of 09/30/2023 (date) or when the availability of apportioned funds lapses under 49 USC § 47117(b).

### For the United States of America, Federal Aviation Administration:

Signature: JESSE A LYMAN Digitally signed by JESSE A LYMAN  
Date: 2023.04.21 12:51:03 -06'00'

Name: Jesse Lyman

Title: Acting Manager, Denver Airports District Office

Date: 04/21/2023

### Certification of Transferring Sponsor

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this                      day of                      ,

Name of Sponsor: CITY OF LANDER, WYOMING

Name of Sponsor's Authorized Official:

Title of Sponsor's Authorized Official:

**Signature of Sponsor's Authorized Official:** \_\_\_\_\_

### Certificate of Transferring Sponsor's Attorney

I, \_\_\_\_\_, acting as Attorney for the Sponsor do hereby certify that in my opinion the Sponsor is empowered to enter into the foregoing Agreement under the laws of the state of \_\_\_\_\_ Wyoming. Further, I have examined the foregoing Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said state and 49 USC § 47101, et seq.

Dated at \_\_\_\_\_ (City, State),  
this \_\_\_\_\_ day of \_\_\_\_\_,

**Signature of Sponsor's Attorney:** \_\_\_\_\_

**PURCHASER NAME AND ADDRESS (First Signer)**

NAME(First, Middle, Last)

CITY OF LANDER AIRPORT

STREET or RR

1540 BUENA VISTA DR

CITY

LANDER

STATE

WY

ZIP CODE

82520

COUNTY

Fremont

PHONE NUMBER

307-332-5390

EMAIL ADDRESS

REWARDS #

**PURCHASER NAME AND ADDRESS (Second Signer)**

NAME(First, Middle, Last)

STREET or RR

CITY

STATE

ZIP CODE

COUNTY

PHONE NUMBER

EMAIL ADDRESS

REWARDS #

**DEALER NAME AND ADDRESS**

DEALER NAME

Honnen Equipment Co.

Dealer Account No. :

170497

STREET or RR

150 Salt Creek Highway

CITY

Mills

STATE

WY

ZIP CODE

82644

Phone Number

307-266-4474

Date Of Order:

Aug 05, 2022

Dealer Order No.:

TYPE OF SALE:

☒ CASH☐ LEASE☐ TIME SALE

PURCHASER TYPE:

5 City/Town/Village

MARKET USE CODE:

71 Airports

Add Purchaser to Mailing List (Check One or More)

☐ Construction☐ CCE☐ Utility☐ Forestry☐ Government

PURCHASER IS:

☒ Business☐ Individual

Purchaser Acct.:

☐ SOCIAL SECURITY☐ IRS TAX ID NO☐ EIN

NO.:

EXTENDED WARRANTY IS: ☐ Accept ☒ Decline

LOCATION OF FIRST WORKING USE :

Use State/Province

COUNTY CODE

(Initials)

Use County FREMONT

WY

13

Ultimate Uptime Package Purchase:

☐ Yes☒ No

(Initials)

QTY	NEW	DEM	RENT	USED	EQUIPMENT (Model, Size, Description)	Hours of Use	PIN or Serial Number	Delivered Cash Price
1	x				JOHN DEERE 624 P-Tier Wheel Loader			\$ 265,085 07
					- DECLINED :John Deere Extended Warranty :			
1	x				2023 WAUSAU 1850 BMP Blue Max Airport Plow	0		\$ 43,634 09
					- DECLINED :John Deere Extended Warranty :			
1	x				2023 CRAIG 5 yd Light Material Bucket	0		\$ 12,748 89
(1) TOTAL CASH PRICE								\$ 321,468 05

QTY	TRADE-IN (Model, Size, Description )	Hours of Use	PIN or Serial Number	AMOUNT
COMMENTS:				(2) TOTAL TRADE-IN ALLOWANCE
				\$ 0 00
				(3) TOTAL TRADE-IN PAY-OFF
				\$ 0 00
				(4) BALANCE
				\$ 321,468 05
				(5) COUNTY TAX - (0.00%)
				\$ 0 00
				(6) DOC FEE
				\$ 0 00
				(7) SUBTOTAL
				\$ 321,468 05
				(8) RENTAL APPLIED
				\$ 0 00
				(9) CASH WITH ORDER
				\$ 0 00
				(10) BALANCE DUE (7-(8 & 9))
				\$ 321,468 05



Quote ID: 27199565

**ACKNOWLEDGMENTS:** Purchaser offers to sell, transfer, and convey the item(s) listed as "Trade In" to the Dealer at or prior to the time of delivery of the above product(s), as a "trade-in" to be applied against the cash price. Purchaser represents that each "trade-in" item shall be free and clear of all security interests, liens, and encumbrances at the time of transfer to the Dealer except to the extent shown below. The price to be allowed for each "trade-in" item is listed on this document. The Purchaser promises to pay or otherwise satisfy the Balance Due (line 9) shown hereon in cash, or to execute a Retail Installment Contract, Rental Purchase Option Contract, Lease Agreement or other security agreement for the Balance Due for the Equipment, plus additional charges shown thereon, on or before delivery of the Equipment ordered herein. Despite delivery of the Equipment to the Purchaser, title to the Equipment shall not pass to the Purchaser until the Balance Due is paid or is otherwise satisfied in full for Equipment purchases. For Equipment leases and rentals, title to the Equipment shall not pass to the Purchaser. The Purchaser and the Dealer agree that this Purchase Agreement is not a security agreement and that delivery of the Equipment to the Purchaser pursuant to this Purchase Agreement will not constitute possession of the Equipment by the Purchaser, as a debtor, for the purposes of the purchase money security provisions in any statutes relating to personal property security or its equivalent. Purchaser understands that its rights in connection with this transaction are limited as set forth in this Purchase Agreement.

The Purchaser(s) and the Dealer acknowledge that while this document is defined herein as a "Purchase Agreement", it serves as both a purchase agreement for the Equipment and/or a commitment to lease the Equipment. In addition, the defined term "Purchaser" extends to and includes both a purchaser of the Equipment and/or a lessee of the Equipment. Furthermore, this Purchase Agreement is deemed to constitute a "Purchase Order" or a "Customer Purchase Order for John Deere Construction, Utility and Forestry Products and Compact Construction Equipment" for the purposes of any other John Deere documents, including, without limitation, any dealer terms schedules.

**USE OF INFORMATION/PRIVACY NOTICE (U.S.):**

I understand that John Deere Construction & Forestry Company and its affiliates ("John Deere") and Dealer collect information, including my personal information and machine data to provide warranty, customer service, product and customer support, marketing and promotional information about Dealer, John Deere and their equipment, products and services and to support other business processes and purposes. See the John Deere Privacy Statement (<https://www.deere.com/en/privacy-and-data/privacy-statements/>) for additional information on the types of personal information and machine data John Deere collects, how it is collected, used and disclosed. See Dealer directly for information about its privacy policy.

**DISCLOSURE OF REGULATION APPLICABILITY:** When operated in California, any off-road diesel vehicle may be subject to the California Air Resources Board In-Use Off-Road Diesel Vehicle Regulation. It therefore could be subject to retrofit or accelerated turnover requirements to reduce emissions of air pollutants. More information is available on the California Air Resources Board website at <http://www.arb.ca.gov/msprog/ordiesel/ordiesel.htm>.

**IMPORTANT WARRANTY NOTICE:** The Standard Warranty for new John Deere construction, utility, forestry and compact construction products is set forth in a separate document the Dealer will provide to the Purchaser. Please read the Standard Warranty carefully before signing. No express warranty is made unless specified in the Warranty Statement. PURCHASER'S RIGHTS AND REMEDIES PERTAINING TO THIS TRANSACTION ARE LIMITED AS INDICATED IN THE STANDARD WARRANTY AND PURCHASE AGREEMENT. WHERE PERMITTED BY LAW, NO IMPLIED WARRANTY OF MERCHANTABILITY, CONDITIONS OR FITNESS IS MADE.

**TELEMATICS:**

Orders of telematic devices include only the hardware. Where available, telematics software, including JDLink™ connectivity service, may be enabled from your local John Deere Operations Center or JDLink website. Please see your authorized John Deere dealer for assistance.

The undersigned purchaser(s) (the "Purchaser") hereby orders the product(s) (the "Product") described above from the Dealer. The Dealer shall not be liable for failure to provide the Product or for any delay in delivery if such failure or delay is due to the Dealer's inability to obtain such Product from the manufacturer or supplier or other cause beyond the Dealer's control. The cash price shown above is subject to the Dealer receiving the Product from the manufacturer or supplier prior to any change in price by the manufacturer or supplier and is also subject to any new or increased taxes being imposed upon the sale of the Product after the date of this Purchase Order.

Purchaser's signature below acknowledges the Purchaser has received a copy of the Standard Warranty, Version   (Initials)   and understands its terms and conditions.

Purchaser (First Signer)	<span style="border: 1px solid black; padding: 2px;">CITY OF LANDER AIRPORT</span>	Signature	<span style="border-bottom: 1px solid black; width: 150px; display: inline-block;"></span>	Date	<span style="border-bottom: 1px solid black; width: 100px; display: inline-block;"></span>
Purchaser (Second Signer)	<span style="border: 1px solid black; padding: 2px;"> </span>	Signature	<span style="border-bottom: 1px solid black; width: 150px; display: inline-block;"></span>	Date	<span style="border-bottom: 1px solid black; width: 100px; display: inline-block;"></span>
Dealer Representative	<span style="border: 1px solid black; padding: 2px;">Honnen Equipment Co.</span>	Signature	<span style="border-bottom: 1px solid black; width: 150px; display: inline-block;"></span>	Date	<span style="border-bottom: 1px solid black; width: 100px; display: inline-block;"></span>
Salesperson	<span style="border: 1px solid black; padding: 2px;">STEEN, TONY</span>	Signature	<span style="border-bottom: 1px solid black; width: 150px; display: inline-block;"></span>	Date	<span style="border-bottom: 1px solid black; width: 100px; display: inline-block;"></span>

<b>DELIVERY ACKNOWLEDGEMENT</b>	Delivered with Operator's Manual On: <span style="border: 1px solid black; padding: 0 20px;"> </span>	Purchaser Signature
---------------------------------	---	---------------------

☒ C&F Warranty   ☐ Hitachi Warranty  
☐ Timberjack Warranty

☐ Show Details



**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE FREMONT COUNTY PIONEER MUSEUM  
AND  
THE CITY OF LANDER**

1. **Parties.** The parties to this Memorandum of Understanding (MOU) are the Fremont County Pioneer Museum, 1443 W. Main Street, Lander, Wyoming (hereinafter referred to as "Museum") and the City of Lander, 240 Lincoln Street, Lander, Wyoming (hereinafter referred to as "City").
  
2. **Purpose of MOU.** The purpose of this MOU is to set forth the terms and conditions by which the parties agree concerning signage at the Museum and the placement of banners at locations in the City.
  
3. **Term of MOU.** This MOU is effective when all parties have executed it (Effective Date). The term of this MOU commences on February \_\_, 2023, or the Effective Date, whichever is later, and shall renew each year, until it is terminated by either party.
  
4. **Responsibilities of the Museum.** The Museum agrees that:
  - A. The City of Lander may place a digital sign at the Museum grounds in Lander. The sign shall not exceed \_\_ inches in height and \_\_ inches in length.
  - B. The Museum will be responsible for electrical usage costs of the digital sign.
  - C. The Museum will be responsible for the installation, removal, storage, replacement and repair of banners as needed.
  
5. **Responsibilities of the City.** The City agrees to:
  - A. Maintain and repair the digital sign as needed.
  - B. If the digital sign falls into disrepair, the City will be responsible for removing the sign and restoring the grounds to their original condition.
  - C. Post Fremont County Pioneer Museum sponsored events on the City's electronic signs for no fee. Events should be submitted to the City's community development coordinator.
  
6. **General Provisions.**
  - A. **Amendments.** Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by the parties to this MOU shall be incorporated by written instrument, executed by all parties to this MOU.

- B. Applicable Law, Rules of Construction, and Venue.** The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms “hereof,” “hereunder,” “herein,” and words of similar import, are intended to refer to this MOU as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this MOU and the parties. The venue shall be the Ninth Judicial District, Laramie County, Wyoming.
- C. Assignment Prohibited and MOU Shall Not be Used as Collateral.** No party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this MOU. Neither party shall use this MOU, or any portion thereof, for collateral for any financial obligation.
- D. Entirety of MOU.** This MOU, consisting of four (4) pages, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.
- E. Force Majeure.** Neither party shall be liable for failure to perform under this MOU if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.
- F. Indemnification.** Each party to this MOU shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.
- G. Notices.** All notices arising out of, or from the provisions of this MOU shall be in writing and given to the parties at the addresses provided under this MOU, either by regular mail or delivery in person.
- H. Severability.** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- I. Termination of MOU.** This MOU may be terminated, without cause, by either party upon thirty (30) days written notice. This MOU may be terminated immediately for cause if either party fails to perform in accordance with the terms of this MOU.
- J. Third-Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this MOU shall not be

construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the parties to this MOU, and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU.

- K. Waiver.** The waiver of any breach of any term or condition in this MOU shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.
- L. Counterparts.** This MOU may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same MOU.

**[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]**

7. **Signatures.** By signing this MOU, the parties certify that they have read and understood it, that they agree to be bound by the terms of the MOU, and that they have the authority to sign it.

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

**FREMONT COUNTY PIONEER MUSEUM:**

  
\_\_\_\_\_  
Stephanie Weaver, Board Chair, Fremont County Museum Board

4-17-23  
\_\_\_\_\_  
Date

**CITY OF LANDER:**

\_\_\_\_\_  
Monte Richardson, Mayor, City of Lander  
Date

\_\_\_\_\_



April 27, 2023

Chris Johnson  
240 Lincoln Street  
Lander, WY 82520

**Subject:** Recommendation of Award for Lander Hunt Field Airport – LND 2023 Pavement Maintenance Project

Dear Chris:

Bids for the above-mentioned project were due online at [www.QuestCDN.com](http://www.QuestCDN.com) at 11:00 A.M. on April 20, 2023. Two bids were received, publicly opened, and read aloud. A summary of the bids is provided below.

Contractor/Engineers Estimate	Bid Schedule #1	Bid Schedule #2	Total	% from Estimate
Engineer's Estimate	\$156,213.20	\$14,339.25	\$170,552.45	N/A
American Road Maintenance	\$105,809.50	\$11,956.50	\$117,766.00	-31%
Straight Stripe Painting	\$146,129.48	\$14,613.50	\$160,742.98	-6%

American Road Maintenance (ARM) was the low bidder on the total bid schedule for the project and was 31% under the Engineer's Estimate. The largest differences appeared to be the QC Testing, Pavement Marking unit costs, and the Mobilization cost. Ardurra contacted Kyle Paulson at ARM to discuss the scope and any items that may have been misunderstood. No irregularities were found in ARM's bid. The bid bond included was for the proper amount of 5%, and all other required paperwork was submitted. The second bidder Straight Stripe Painting's package was also complete, and their bid came in 6% under the Engineer's Estimate with similar unit cost differences to that estimate.

In review of the American Road Maintenance Bid the bid appears to be complete and addressed all the items specified. The bid amount came in under the engineering estimate, was significantly under that estimate and the other bidder's bid as well, but a call to the bidder confirmed that the scope was understood.

The low bid for both Bid Schedule #1 and Bid Schedule #2 has been reviewed for compliance with conditions set forth in the contract documents. Ardurra recommends American Road Maintenance be awarded Bid Schedule #1 and Bid Schedule #2 in the amount of \$117,766.00 provided The Lander City Council, and WYDOT Aeronautics concur.



We also recommend award be contingent upon receiving the State grant offer for the full amount of the project. Additionally, we recommend that you consult your legal counsel for concurrence. Attached is the bid tabulation for your files.

Should you or the City Staff and Council have any questions or comments, please do not hesitate to contact me at 307-258-2212.

Sincerely,

Carson W. Rowley P.E.  
Project Manager

cc: Melissa Palka – WYDOT Aeronautics



Project: WY 2023 Seal Coat & Mark (#B410674)  
 Owner: WYDOT Aeronautics  
 Solicitor: WYDOT Aeronautics Division  
 Bid Opening: 04/20/2023 11:00 AM MDT

Section Title	Line Item	Item Code	Item Description	UoM	Quantity	Engineer's Estimate Unit Price	Extension	American Road Maintenance Unit Price	Extension	% Diff	Straight Stripe Painting, Inc. Unit Price	Extension	% Diff
COD - YELLOWSTONE REGIONAL AIRPORT Cody - Yellowstone Regional Airport - Schedule 1	<b>TOTAL</b>												
	1	C-105	Mobilization	LS	1	\$44,400.00	\$44,400.00	\$5,000.00	\$5,000.00	17%	\$637,908.00	\$637,908.00	28%
	2	P-608-8.1	Asphalt Surface Treatment	SY	265,800	\$1.10	\$293,480.00	\$1.75	\$466,900.00	-89%	\$8,500.00	\$8,500.00	-81%
	3	P-608-8.2	Aggregate	SY	162,300	\$0.10	\$16,230.00	\$0.15	\$24,345.00	50%	\$0.21	\$34,083.00	110%
	4	P-608-8.3	Runway and High Speed Exit Taxiway Friction Testing	LS	1	\$4,000.00	\$4,000.00	\$1,000.00	\$1,000.00	-75%	\$4,250.00	\$4,250.00	6%
	5	P-602-5.1b	Permanent Markings with Reflective Media	SF	125,000	\$1.00	\$125,000.00	\$0.45	\$56,250.00	-55%	\$0.40	\$50,000.00	-60%
	6	P-620-5.1d	Reflectivity Measurements	LS	1	\$500.00	\$500.00	\$250.00	\$250.00	-50%	\$350.00	\$350.00	-30%
	7	P-620-5.1e	Marking Obliteration	SF	2,180	\$2.00	\$4,360.00	\$2.00	\$4,360.00	0%	\$1.75	\$3,815.00	-13%
	8	P-620-5.1f	Rubber Removal	SF	11,000	\$0.10	\$1,100.00	\$0.25	\$2,750.00	150%	\$0.15	\$1,650.00	50%
	<b>TOTAL</b>												
U68 - NORTH BIG HORN COUNTY AIRPORT Cowley - North Big Horn County Airport - Schedule 1 - State Eligible	<b>TOTAL</b>												
	9	C-105	Mobilization	LS	1	\$56,304.50	\$56,304.50	\$5,000.00	\$5,000.00	-27%	\$75,276.00	\$75,276.00	33%
	10	P-608-8.1a	Asphalt Surface Treatment (1:1)	SY	14,050	\$1.05	\$14,752.50	\$0.90	\$12,645.00	-17%	\$4,000.00	\$4,000.00	-33%
	11	P-620-5.1b	Permanent Markings	SF	26,990	\$0.60	\$16,194.00	\$0.45	\$12,145.50	-14%	\$2.30	\$32,315.00	119%
	12	P-620-5.1c	Temporary Markings	SF	26,940	\$0.70	\$18,858.00	\$0.40	\$10,776.00	-25%	\$0.65	\$17,543.50	8%
	13	P-620-5.1d	Reflectivity Measurements	LS	1	\$500.00	\$500.00	\$250.00	\$250.00	-43%	\$0.75	\$20,205.00	7%
	14	P-608-8.1a	Asphalt Surface Treatment (1:1)	SY	375	\$393.75	\$393.75	\$0.90	\$337.50	-50%	\$350.00	\$350.00	-10%
	<b>TOTAL</b>												
	<b>TOTAL</b>												
	<b>TOTAL</b>												
GEV - SOUTH BIG HORN COUNTY AIRPORT Greybull - South Big Horn County Airport - Schedule 1 - State Eligible	<b>TOTAL</b>												
	15	C-105	Mobilization	LS	1	\$330,451.75	\$330,451.75	\$5,000.00	\$5,000.00	-37%	\$270,532.34	\$270,532.34	-19%
	16	P-608-8.1a	Asphalt Surface Treatment (1:1)	SY	110,016	\$1.05	\$115,516.80	\$0.90	\$99,014.40	-83%	\$4,500.00	\$4,500.00	-85%
	17	P-608-8.1b	Asphalt Surface Treatment (2:1)	SY	39,005	\$2.05	\$79,960.25	\$1.00	\$39,005.00	-51%	\$1.10	\$121,017.60	5%
	18	P-608-8.1c	Sand	LS	32,942	\$0.10	\$3,294.20	\$0.05	\$1,647.10	-50%	\$1.60	\$62,408.00	22%
	19	P-608-8.2	Runway and High Speed Exit Taxiway Friction Testing	LS	1	\$5,000.00	\$5,000.00	\$1,000.00	\$1,000.00	-80%	\$0.17	\$5,600.14	10%
	20	P-620-5.1b	Permanent Markings	SF	73,985	\$0.60	\$44,391.00	\$0.45	\$33,293.25	-25%	\$4,250.00	\$4,250.00	-15%
	21	P-620-5.1c	Temporary Markings	SF	73,985	\$0.70	\$51,789.50	\$0.40	\$29,594.00	-43%	\$0.40	\$29,594.00	-33%
	22	P-620-5.1d	Reflectivity Measurements	LS	1	\$500.00	\$500.00	\$250.00	\$250.00	-50%	\$0.50	\$36,992.50	-29%
	23	P-608-8.1a	Asphalt Surface Treatment (1:1)	SY	5,291	\$1.05	\$5,555.55	\$0.90	\$4,761.90	-14%	\$350.00	\$350.00	-30%
JAC - JACKSON HOLE AIRPORT Jackson - Jackson Hole Airport - Schedule 1	<b>TOTAL</b>												
	24	C-105	Mobilization	LS	1	\$13,682.61	\$13,682.61	\$5,000.00	\$5,000.00	1%	\$106,311.30	\$106,311.30	24%
	25	P-620-5.1b	Permanent Markings	SF	143,659	\$0.95	\$136,476.05	\$0.95	\$136,476.05	0%	\$5,500.00	\$5,500.00	-60%
	26	P-620-5.1d	Reflectivity Measurements	LS	1	\$350.00	\$350.00	\$250.00	\$250.00	-29%	\$0.70	\$100,351.30	-26%
	27	C-105	Mobilization	LS	1	\$4,425.90	\$4,425.90	\$5,000.00	\$5,000.00	1%	\$250.00	\$250.00	-29%
	28	P-602-5.1b	Permanent Markings	SF	46,220	\$0.95	\$43,909.00	\$0.95	\$43,909.00	0%	\$5,500.00	\$5,500.00	-26%
	29	P-620-5.1d	Reflectivity Measurements	LS	1	\$350.00	\$350.00	\$250.00	\$250.00	-29%	\$0.70	\$32,354.00	-27%
	30	C-105	Mobilization	LS	1	\$5,641.62	\$5,641.62	\$5,000.00	\$5,000.00	-11%	\$45,061.90	\$45,061.90	-38%
	31	P-620-5.1b	Permanent Markings	SF	59,017	\$0.95	\$56,066.15	\$0.95	\$56,066.15	0%	\$3,500.00	\$3,500.00	-26%
	32	P-620-5.1d	Reflectivity Measurements	LS	1	\$350.00	\$350.00	\$250.00	\$250.00	-29%	\$0.70	\$41,311.90	-26%
Jackson - Jackson Hole Airport - Schedule 2	<b>TOTAL</b>												
	33	C-105	Mobilization	LS	1	\$2,566.47	\$2,566.47	\$2,000.00	\$2,000.00	-22%	\$3,500.00	\$3,500.00	36%
	34	P-620-5.1b	Permanent Markings	SF	26,647	\$0.95	\$25,314.65	\$0.95	\$25,314.65	0%	\$1.00	\$26,647.00	5%
	35	P-620-5.1d	Reflectivity Measurements	LS	1	\$350.00	\$350.00	\$250.00	\$250.00	-29%	\$250.00	\$250.00	-29%
	36	C-105	Mobilization	LS	1	\$329.12	\$329.12	\$250.00	\$250.00	-24%	\$450.00	\$450.00	37%
	37	P-620-5.1b	Permanent Markings	SF	3,096	\$0.95	\$2,941.20	\$0.95	\$2,941.20	0%	\$1.00	\$3,096.00	5%
	38	P-620-5.1d	Reflectivity Measurements	LS	1	\$350.00	\$350.00	\$250.00	\$250.00	-29%	\$250.00	\$250.00	-29%
	<b>TOTAL</b>												
	<b>TOTAL</b>												
	<b>TOTAL</b>												
Jackson - Jackson Hole Airport - Schedule 3	<b>TOTAL</b>												
	39	C-105	Mobilization	LS	1	\$13,682.61	\$13,682.61	\$5,000.00	\$5,000.00	1%	\$106,311.30	\$106,311.30	24%
	40	P-620-5.1b	Permanent Markings	SF	143,659	\$0.95	\$136,476.05	\$0.95	\$136,476.05	0%	\$5,500.00	\$5,500.00	-60%
	41	P-620-5.1d	Reflectivity Measurements	LS	1	\$350.00	\$350.00	\$250.00	\$250.00	-29%	\$0.70	\$100,351.30	-26%
	42	C-105	Mobilization	LS	1	\$4,425.90	\$4,425.90	\$5,000.00	\$5,000.00	1%	\$250.00	\$250.00	-29%
	43	P-602-5.1b	Permanent Markings	SF	46,220	\$0.95	\$43,909.00	\$0.95	\$43,909.00	0%	\$5,500.00	\$5,500.00	-26%
	44	P-620-5.1d	Reflectivity Measurements	LS	1	\$350.00	\$350.00	\$250.00	\$250.00	-29%	\$0.70	\$32,354.00	-27%
	45	C-105	Mobilization	LS	1	\$5,641.62	\$5,641.62	\$5,000.00	\$5,000.00	-11%	\$45,061.90	\$45,061.90	-38%
	46	P-620-5.1b	Permanent Markings	SF	59,017	\$0.95	\$56,066.15	\$0.95	\$56,066.15	0%	\$3,500.00	\$3,500.00	-26%
	47	P-620-5.1d	Reflectivity Measurements	LS	1	\$350.00	\$350.00	\$250.00	\$250.00	-29%	\$0.70	\$41,311.90	-26%
Jackson - Jackson Hole Airport - Schedule 4	<b>TOTAL</b>												
	48	C-105	Mobilization	LS	1	\$2,566.47	\$2,566.47	\$2,000.00	\$2,000.00	-22%	\$3,500.00	\$3,500.00	36%
	49	P-620-5.1b	Permanent Markings	SF	26,647	\$0.95	\$25,314.65	\$0.95	\$25,314.65	0%	\$1.00	\$26,647.00	5%
	50	P-620-5.1d	Reflectivity Measurements	LS	1	\$350.00	\$350.00	\$250.00	\$250.00	-29%	\$250.00	\$250.00	-29%
	51	C-105	Mobilization	LS	1	\$329.12	\$329.12	\$250.00	\$250.00	-24%	\$450.00	\$450.00	37%
	52	P-620-5.1b	Permanent Markings	SF	3,096	\$0.95	\$2,941.20	\$0.95	\$2,941.20	0%	\$1.00	\$3,096.00	5%
	53	P-620-5.1d	Reflectivity Measurements	LS	1	\$350.00	\$350.00	\$250.00	\$250.00	-29%	\$250.00	\$250.00	-29%
	<b>TOTAL</b>												
	<b>TOTAL</b>												
	<b>TOTAL</b>												
Jackson - Jackson Hole Airport - Schedule 5	<b>TOTAL</b>												
	54	C-105	Mobilization	LS	1	\$13,682.61	\$13,682.61	\$5,000.00	\$5,000.00	1%	\$106,311.30	\$106,311.30	24%
	55	P-620-5.1b	Permanent Markings	SF	143,659	\$0.95	\$136,476.05	\$0.95	\$136,476.05	0%	\$5,500.00	\$5,500.00	-60%
	56	P-620-5.1d	Reflectivity Measurements	LS	1	\$350.00	\$350.00	\$250.00	\$250.00	-29%	\$0.70	\$100,351.30	-26%
	57	C-105	Mobilization	LS	1	\$4,425.90	\$4,425.90	\$5,000.00	\$5,000.00	1%	\$250.00	\$250.00	-29%
	58	P-602-5.1b	Permanent Markings	SF	46,220	\$0.95	\$43,909.00	\$0.95	\$43,909.00	0%	\$5,500.00	\$5,500.00	-26%
	59	P-620-5.1d	Reflectivity Measurements	LS	1	\$350.00	\$350.00	\$250.00	\$250.00	-29%	\$0.70	\$32,354.00	-27%
	60	C-105	Mobilization	LS	1	\$5,641.62	\$5,641.62	\$5,000.00	\$5,000.00	-11%	\$45,061.90	\$45,061.90	-38%
	61	P-620-5.1b	Permanent Markings	SF	59,017	\$0.95	\$56,066.15	\$0.95	\$56,066.15	0%	\$3,500.00	\$3,500.00	-26%
	62	P-620-5.1d	Reflectivity Measurements	LS	1	\$350.00	\$350.00	\$250.00	\$250.00	-29%	\$0.70	\$41,311.90	-26%



LND - LANDER HUNT FIELD AIRPORT		TOTAL		\$170,552.45		\$117,766.00		\$166,129.48		-31%		-6%	
Lander - Hunt Field - Schedule 1 - State Eligible		\$156,213.20		\$18,000.00		\$5,000.00		\$10,000.00		-32%		-6%	
39 C-105	Mobilization	LS	1	\$18,000.00		\$5,000.00		\$10,000.00		-32%		\$166,129.48	
40 P-608-8.1a	Asphalt Surface Treatment (1:1)	SY	63,900	\$1.05	\$67,095.00	\$0.90	\$5,000.00	\$10,000.00		-72%		\$10,000.00	
41 P-608-8.1c	Sand	SY	55,556	\$0.10	\$5,555.60	\$0.05	\$2,777.80	\$11.15	\$73,485.00	-14%		\$10,000.00	
42 P-608-8.2	Runway and High Speed Exit Taxiway Friction Testing	LS	1	\$5,000.00	\$5,000.00	\$1,000.00	\$1,000.00	\$0.13	\$7,222.28	-50%		\$73,485.00	
43 P-620-5.1b	Permanent Markings	SF	46,202	\$0.60	\$27,721.20	\$0.45	\$20,790.90	\$0.15	\$4,250.00	-80%		\$4,250.00	
44 P-620-5.1c	Temporary Markings	SF	46,202	\$0.70	\$32,341.40	\$0.40	\$18,480.80	\$0.45	\$20,790.90	-25%		\$20,790.90	
45 P-620-5.1d	Reflectivity Measurements	LS	1	\$500.00	\$500.00	\$250.00	\$250.00	\$0.65	\$30,031.30	-43%		\$30,031.30	
46 P-608-8.1a	Asphalt Surface Treatment (1:1)	SY	11,725	\$1.05	\$12,311.25	\$0.90	\$10,552.50	\$1.10	\$17,897.50	-17%		\$17,897.50	
47 P-620-5.1b	Permanent Markings	SF	1,560	\$0.60	\$936.00	\$0.50	\$780.00	\$0.45	\$702.00	-14%		\$702.00	
48 P-620-5.1c	Temporary Markings	SF	1,560	\$0.70	\$1,092.00	\$0.40	\$624.00	\$0.65	\$1,014.00	-43%		\$1,014.00	
TOTAL				\$179,933.75		\$92,051.00		\$115,714.00		-49%		\$115,714.00	
POY - POWELL MUNICIPAL AIRPORT				\$162,143.75		\$80,790.00		\$107,895.00		-50%		\$107,895.00	
Powell - Powell Municipal Airport - Schedule 1				\$26,987.00		\$5,000.00		\$4,500.00		-81%		\$4,500.00	
49 C-105	Mobilization	LS	1	\$26,987.00		\$0.90	\$54,864.00	\$1.10	\$67,056.00	-81%		\$67,056.00	
50 P-608-8.1a	Asphalt Surface Treatment (1:1)	SY	60,960	\$1.00	\$60,960.00	\$0.45	\$17,883.00	\$0.55	\$21,857.00	-10%		\$21,857.00	
51 P-620-5.1b	Permanent Markings	SF	39,740	\$1.70	\$67,558.00	\$0.40	\$2,168.00	\$2.10	\$11,382.00	-74%		\$11,382.00	
52 P-620-5.1c	Temporary Markings	LS	5,420	\$1.00	\$5,420.00	\$0.40	\$2,168.00	\$2.10	\$11,382.00	-60%		\$11,382.00	
53 P-620-5.1d	Reflectivity Measurements	LS	1	\$1,000.00	\$1,000.00	\$250.00	\$250.00	\$350.00	\$350.00	-75%		\$350.00	
54 P-620-5.1e	Marking Obliteration	SF	125	\$1.75	\$218.75	\$5.00	\$625.00	\$22.00	\$2,750.00	-186%		\$2,750.00	
55 P-608-8.1a	Asphalt Surface Treatment (1:1)	SY	290	\$1.00	\$290.00	\$0.90	\$261.00	\$1.10	\$319.00	-10%		\$319.00	
56 C-105	Mobilization	LS	1	\$17,500.00		\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	-37%		\$1,000.00	
57 P-620-5.1e	Marking Obliteration	SF	10,000	\$1.75	\$17,500.00	\$1.00	\$10,000.00	\$0.65	\$6,500.00	-43%		\$6,500.00	
TOTAL				\$680,137.80		\$477,911.50		\$530,641.75		-30%		\$530,641.75	
RIW - CENTRAL WYOMING REGIONAL AIRPORT				\$654,960.00		\$430,615.00		\$500,795.00		-34%		\$500,795.00	
Riverton - Central Wyoming Regional Airport - Schedule 1				\$109,160.00		\$5,000.00		\$30,000.00		-95%		\$30,000.00	
58 C-105	Mobilization	LS	1	\$109,160.00		\$1.00	\$177,500.00	\$1.10	\$195,250.00	-95%		\$195,250.00	
59 P-608-8.1b	Asphalt Surface Treatment (2:1) - Runways	SY	177,500	\$0.90	\$159,750.00	\$0.05	\$8,875.00	\$0.13	\$23,075.00	-11%		\$23,075.00	
60 P-608-8.1b	Asphalt Surface Treatment (2:1) - Non-Runways	SY	111,000	\$0.90	\$99,900.00	\$0.05	\$8,875.00	\$0.13	\$23,075.00	-50%		\$23,075.00	
61 P-608-8.1c	Sand	LS	1	\$5,000.00	\$5,000.00	\$1,000.00	\$1,000.00	\$4,250.00	\$4,250.00	-80%		\$4,250.00	
62 P-608-8.2	Runway and High Speed Exit Taxiway Friction Testing	LS	1	\$5,000.00	\$5,000.00	\$0.45	\$86,850.00	\$0.50	\$96,500.00	-25%		\$96,500.00	
63 P-620-5.1b	Permanent Markings	SF	193,000	\$0.60	\$115,800.00	\$2.25	\$7,200.00	\$4.00	\$12,800.00	-76%		\$12,800.00	
64 P-620-5.1b	Permanent Markings - Surface Painted Hold Signs - Waterbc	SF	3,200	\$3.00	\$9,600.00	\$2.25	\$7,200.00	\$350.00	\$350.00	-53%		\$350.00	
65 P-620-5.1d	Reflectivity Measurements	LS	1	\$750.00	\$750.00	\$250.00	\$250.00	\$0.45	\$16,470.00	-67%		\$16,470.00	
66 P-620-5.1e	Marking Obliteration	SF	36,600	\$3.75	\$137,250.00	\$0.90	\$32,940.00	\$0.45	\$16,470.00	-76%		\$16,470.00	
67 C-105	Mobilization	LS	1	\$4,033.80		\$600.00	\$600.00	\$1,000.00	\$1,000.00	-2%		\$1,000.00	
68 P-620-5.1b	Permanent Markings	SF	6,723	\$0.60	\$4,033.80	\$0.50	\$3,361.50	\$0.75	\$5,042.25	-17%		\$5,042.25	
69 C-105	Mobilization	LS	1	\$1,944.00		\$2,535.50		\$3,004.50		-30%		\$3,004.50	
70 P-608-8.1b	Asphalt Surface Treatment (2:1) - Non-Runways	SY	2,060	\$0.90	\$1,854.00	\$1.00	\$2,060.00	\$1.20	\$2,472.00	-11%		\$2,472.00	
71 P-620-5.1b	Permanent Markings	SF	150	\$0.60	\$90.00	\$0.50	\$75.00	\$0.55	\$82.50	-17%		\$82.50	
72 P-620-5.1b	Permanent Markings - Methylmethacrylate	SF	(3,200)	\$3.00	\$9,600.00	\$2.25	\$7,200.00	\$4.00	\$20,800.00	-25%		\$20,800.00	
73 P-620-5.1b	Permanent Markings - Surface Painted Hold Position Signs -	SF	3,200	\$9.00	\$28,800.00	\$15.00	\$666,285.00	\$10.50	\$33,600.00	-67%		\$33,600.00	
TOTAL				\$607,570.00		\$666,285.00		\$745,090.00		-10%		\$745,090.00	
SHR - SHERIDAN COUNTY AIRPORT				\$556,880.00		\$594,260.00		\$667,625.00		-7%		\$667,625.00	
Sheridan - Sheridan County Airport - Schedule 1 - Airside Pavements				\$50,600.00		\$5,000.00		\$8,500.00		-90%		\$8,500.00	
74 C-105	Mobilization	LS	1	\$50,600.00		\$1.75	\$466,375.00	\$1.95	\$519,675.00	-90%		\$519,675.00	
75 P-608R-8.1	Asphalt Surface Treatment	SY	266,500	\$0.10	\$26,650.00	\$0.15	\$39,645.00	\$0.20	\$52,860.00	-50%		\$52,860.00	
76 P-608R-8.2	Aggregate	LS	264,300	\$0.10	\$26,430.00	\$1,000.00	\$1,000.00	\$4,250.00	\$4,250.00	-75%		\$4,250.00	
77 P-608R-8.3	Runway and High Speed Exit Taxiway Friction Testing	LS	1	\$4,000.00	\$4,000.00	\$0.45	\$81,990.00	\$0.45	\$81,990.00	-55%		\$81,990.00	
78 P-620-5.1b	Permanent Markings with Reflective Media	SF	182,200	\$1.00	\$182,200.00	\$250.00	\$250.00	\$350.00	\$350.00	-50%		\$350.00	
79 P-620-5.1d	Reflectivity Measurements	LS	1	\$500.00	\$500.00	\$72,025.00		\$77,025.00		-41%		\$77,025.00	
80 P-608R-8.1	Asphalt Surface Treatment	SY	38,900	\$1.10	\$42,790.00	\$1.75	\$68,075.00	\$1.90	\$73,910.00	-59%		\$73,910.00	
81 P-620-5.1b	Permanent Markings (no Reflective Media)	SF	7,900	\$1.00	\$7,900.00	\$0.50	\$3,950.00	\$0.45	\$3,555.00	-50%		\$3,555.00	



HSG - HOT SPRINGS COUNTY AIRPORT				TOTAL		\$199,616.10	\$145,965.55	-27%	\$181,565.55	-9%
Thermopolis - Hot Springs County Airport - Schedule 1 - Airside, State Eligible						\$189,529.50	\$137,823.75	-27%	\$173,063.55	-74%
82 C-105	Mobilization	LS	1	\$18,000.00	\$18,000.00	\$18,000.00	\$5,000.00	-72%	\$4,750.00	-5%
83 P-608-8.1a	Asphalt Surface Treatment (1:1)	SY	111,400	\$1.05	\$116,970.00	\$1.05	\$100,260.00	-14%	\$1.00	30%
84 P-608-8.1c	Sand	SY	53,085	\$0.10	\$5,308.50	\$0.10	\$2,654.25	-50%	\$0.13	15%
85 P-608-8.2	Runway and High Speed Exit Taxiway Friction Testing	LS	1	\$5,000.00	\$5,000.00	\$5,000.00	\$1,000.00	-80%	\$4,250.00	0%
86 P-620-5.1b	Permanent Markings	SF	34,150	\$0.60	\$20,490.00	\$0.60	\$15,367.50	-25%	\$0.60	7%
87 P-620-5.1c	Temporary Markings	SF	33,230	\$0.70	\$23,261.00	\$0.70	\$13,291.00	-43%	\$0.75	0%
88 P-620-5.1d	Reflectivity Measurements	LS	1	\$500.00	\$500.00	\$500.00	\$250.00	-50%	\$350.00	-30%
Thermopolis - Hot Springs County Airport - Schedule 2 - Airside, Local Only Funding						\$516.60	\$442.80	-14%	\$492.00	-5%
89 P-608-8.1a	Asphalt Surface Treatment (1:1)	SY	492	\$1.05	\$516.60	\$1.05	\$442.80	-14%	\$1.00	-16%
Thermopolis - Hot Springs County Airport - Schedule 3 - Landside, State Eligible						\$9,570.00	\$6,930.00	-28%	\$8,000.00	-5%
90 P-608-8.1a	Asphalt Surface Treatment (1:1)	SY	7,400	\$1.05	\$7,770.00	\$1.05	\$6,660.00	-14%	\$1.00	-67%
91 P-620-5.1b	Permanent Markings	SF	300	\$3.00	\$900.00	\$3.00	\$350.00	-83%	\$1.00	-67%
92 P-620-5.1c	Temporary Markings	SF	300	\$3.00	\$900.00	\$3.00	\$0.40	-87%	\$1.00	-16%
WRL - WORLAND MUNICIPAL AIRPORT				TOTAL		\$297,373.80	\$212,398.40	-29%	\$250,737.04	-16%
Worland - Worland Municipal Airport - Schedule 1 - Airside, State Eligible						\$296,392.05	\$211,556.90	-29%	\$249,568.29	-16%
93 C-105	Mobilization	LS	1	\$18,000.00	\$18,000.00	\$18,000.00	\$5,000.00	-72%	\$4,500.00	-75%
94 P-608-8.1a	Asphalt Surface Treatment (1:1)	SY	120,665	\$1.05	\$126,698.25	\$1.05	\$108,598.50	-14%	\$1.15	10%
95 P-608-8.1c	Sand	SY	77,778	\$0.10	\$7,777.80	\$0.10	\$3,888.90	-50%	\$0.13	30%
96 P-608-8.2	Runway and High Speed Exit Taxiway Friction Testing	LS	1	\$5,000.00	\$5,000.00	\$5,000.00	\$1,000.00	-80%	\$4,250.00	-15%
97 P-620-5.1b	Permanent Markings	SF	106,630	\$0.60	\$63,978.00	\$0.60	\$47,983.50	-25%	\$0.38	-37%
98 P-620-5.1c	Temporary Markings	SF	106,340	\$0.70	\$74,438.00	\$0.70	\$42,536.00	-43%	\$0.45	-36%
99 P-620-5.1d	Reflectivity Measurements	LS	1	\$500.00	\$500.00	\$500.00	\$250.00	-50%	\$350.00	30%
100 P-620-5.1e	Marking Obliteration	SF	460	\$0.98	\$451.20	\$0.98	\$240.50	-47%	\$3,220.00	19%
Worland - Worland Municipal Airport - Schedule 2 - Airside, Local Only Funding						\$981.75	\$841.50	-14%	\$1,168.75	19%
101 P-608-8.1a	Asphalt Surface Treatment (1:1)	SY	935	\$1.05	\$981.75	\$1.05	\$841.50	-14%	\$1.25	-2%
BASE BID TOTAL:				\$2,985,682.55		\$2,492,781.90	\$2,492,781.90	-17%	\$2,492,781.90	

## NOTICE OF AWARD

Section 8, Item E.

Date of Issuance:

Owner:	City of Lander	State Project No.: ALN004A
Engineer:	T-O ENGINEERS	Engineer's Project No.: 220680
Project:	HUNT FIELD AIRPORT – LND – 2023 PAVEMENT MAINTENANCE PROJECT	Contract Name: HUNT FIELD AIRPORT – LND – 2023 PAVEMENT MAINTENANCE PROJECT
Bidder:	American Road Maintenance	
Bidder's Address:	4554 E Eco Industrial Pl Tucson, AZ 85756	

### TO BIDDER:

You are notified that Owner has accepted your Bid dated 4/19/2023 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Hunt Field Airport – LND – 2023 Pavement Maintenance Project

The Contract Price of the awarded Contract is: \$117,766.00

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

3 sets of the Project Manual and Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner 3 counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security and insurance documentation as specified in the Instructions to Bidders and General Provisions 30-05.
3. Other conditions precedent:  
Provide copies of the following:
  - Certificate of Insurance listing the City of Lander and T-O Engineers as additional insureds.
  - Preliminary Project Schedule including milestones, substantial and final completion dates

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

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents.

Owner:

Authorized Signature \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Copy: Engineer



City of Lander – Hunt Field Airport  
1560 Rodeo Drive  
Lander, WY 82520



Section 8, Item E.

May 9, 2023

Melissa Palka, P.E.  
WYDOT Aeronautics  
200 E. 8 th Ave  
Cheyenne, WY 82001

RE: Concurrence of Engineer's Recommendation of Award for Lander Hunt Field  
Airport – LND 2023 Pavement Maintenance Project

Dear Melissa,

We have reviewed the Recommendation of Award from Ardurra dated April 27, 2023 and concur with their recommendation. We believe the bid to be reasonable with the current market based on the engineer's estimate and are satisfied with the due diligence our consultant completed to ensure the bidder understood the entire scope of work at our airport. We look forward to receiving the grant offer and are prepared to execute the grant.

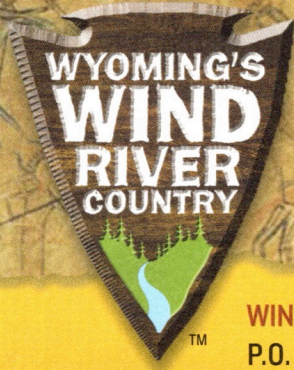
Should you have any questions or comments, please do not hesitate to contact us.

Sincerely,

Monte Richardson  
City of Lander Mayor

CC: Carson Rowley, P.E. – Ardurra (via email)





*The Only Way to Yellowstone®*

Section 8, Item F.

**WIND RIVER VISITORS COUNCIL**

P.O. Box 925 Lander, WY 82520 USA • 307-332-5546 • [info@windriver.org](mailto:info@windriver.org) • [www.windriver.org](http://www.windriver.org)

April 7, 2023

To all parties of the Joint Powers Agreement,

Attached is the Wind River Visitors Council's proposed budget and operating plan, effective July 1, 2023 through June 30, 2024 for your review and approval per the Joint Powers Agreement. The Wind River Visitors Council respectfully requests that April be used as a month to answer questions, meet and/or discuss the budget as necessary and that budget hearings take place in May and June. Please do not hesitate to contact any of the town, city or county representatives listed below with questions. Please submit your approval no later than June 30, 2023.

Thank you.

Helen Wilson  
Executive Director, WRVC

**Wind River Visitors Council Board Members**

Julie Buller  
City of Riverton Appointment

Cy Lee  
County Commissioners Appointment

Helen Gordon  
Town of Hudson Appointment

Krista Lobera  
City of Lander Appointment

Hal Herron  
City of Riverton Appointment

Kip Post  
County Commissioners Appointment

Joel Highsmith  
Town of Shoshoni Appointment

Owen Sweeney  
City of Lander Appointment

Randy Lahr  
Town of Dubois Appointment

Frank Welty  
Town of Dubois Appointment

FY 2023-2024 Wind River Visitors Council Budget to Joint Powers Members—DRAFT						
A	B	C	D	E	F	G
	Budget Category	Code	2022-2023 Budget	2023-2024 Budget	Summary Total	% of 2022-2023 Budget
1	Income					
2	Lodging Tax	4009	\$729,500	\$1,016,610		
3	Interest Earned	4501	\$75	\$1,572		
4	Destination Development	DD	\$300,000	\$0		
5	Total Revenue		\$ 1,029,575	\$ 1,018,182	\$ 1,018,182	100.00%
6						
7	Expenses					
8	Accounting Services					
9	Accounting Services	5000	\$13,973	\$10,000		
10	Office Expense	5100	\$307	\$600		
11	Postage / Office	5200	\$35	\$50		
12	CPA Review or Audit	5300	\$16,434	\$18,000		
13	Total Accounting Services		\$30,749	\$28,650		
14	Board Expenses					
15	Board Expenses	5400	\$2,500	\$2,500		
16	Wyoming Governor's Hospitality & Tourism Convention (3 participants)	5500	\$4,000	\$5,000		
17	Total Board Expenses		\$6,500	\$7,500		
18	Total Accounting and Board Expenses		\$ 37,249	\$ 36,150	\$ 36,150	3.55%
19						
20	WRVC Office, Staff and Services					
21	WRVC Office Services	6000	\$ 20,000	\$ 20,000		
22	WRVC Payroll (2 Staff \$75k, \$43k), Compensation Adjustment up to 10% FUTA/SUTA/FICA Taxes, Workers Compensation, Unemployment Insurance (25% of payroll)	6100	\$ 118,000	\$ 129,800		
23	Staff (2) Medical Benefits (\$16,618 year), Retirement Benefits (\$930 year)	6200	\$ 31,550	\$ 32,450		
24	Cellular Telephone Stipend (\$50 per month)	6300	\$ 15,240	\$ 17,548		
25	Conference Attendance, Mileage, Meals	6400	\$ 1,200	\$ 600		
26		6500	\$ 5,000	\$ 15,000		
27	Total WRVC Office, Staff and Services		\$190,990	\$215,398	\$215,398	21.16%
28						
29	Wind River Country Tourism Asset Development (TAD) \$254,153					
30	Community of Dubois 37.6%	7000	\$63,284	\$95,562		
31	Community of Lander 30.2%	7100	\$54,348	\$76,754		
32	Community of Riverton 32.2%	7200	\$64,743	\$81,837		
33	Community of Shoshoni-Flat Rate	7300	\$8,000	\$10,400		
34	Community of Hudson-Flat Rate	7400	\$4,000	\$5,200		
35	Total Tourism Asset Development Program		\$ 194,375	\$ 269,753	\$ 269,753	26.49%
36						
37	Marketing Campaign					
38	Website Development	8000	\$5,950	\$11,000		
39	Direct Marketing, Leads, Online Marketing and Social Media	8025	\$62,720	\$84,815		
40	Google DMO Program	8050	\$0	\$0		
41	Regional & State Partnerships	8075	\$3,992	\$13,600		
42	Community Planning & Training	8100	\$7,500	\$10,000		
43	Photo and Video Library	8125	\$7,500	\$10,000		
44	Living tour map 30,000; \$8K, WRIR 0, freight; \$7K, sticker reprint 6,000; \$6K)	8150	\$29,646	\$70,000		
45	Press Relations/Events/Packages/Social Media	8175	\$57,036	\$49,300		
46	FAM Tours / Press Trips	8200	\$10,000	\$20,000		
47	Print Ads (Wyoming Official Travel Guide; \$9,500, Additional Print Ads \$10,500)	8225	\$10,189	\$20,000		
48	Pony Express—\$665, Certified Folder—\$5,500, Jackson Hole Airport—\$150);	8250	\$5,963	\$6,315		
49	Billboard in Shoshoni	8275	\$500	\$500		
50	Market Research and Analysis	8300	\$0	\$0		
51	Fulfillment Program (postage, packets)	8325	\$15,816	\$22,000		
52	New Opportunities	8350	\$17,000	\$73,746		
53	Ambassador & Lodging Tax Education	8375	\$2,000	\$2,000		
54	Niche Target Marketing	8400	\$15,399	\$11,255		
55	Conference/Meeting Marketing	8425	\$0	\$5,000		
56	Group Tour Business	8450	\$0	\$2,500		
57	Support for Wind River Indian Reservation Interpretive Plan	8475	\$25,000	\$35,000		
58	International Marketing (Global Inspiration Program, \$5,750)	8500	\$10,750	\$19,850		
59	Total Marketing Campaign		\$286,961	\$466,881		45.85%
60						
61	Air Service Marketing	9000	\$20,000	\$30,000	\$30,000	2.95%
62	Total Expenses		\$ 729,575	\$ 1,018,182		100.00%
63						
64	Destination Development (\$300,000)				Paid Expenses	Balance
65	Digital Sign—Riverton	DD		\$50,000		
66	Digital Sign—Hudson	DD		\$34,650		
67	Art Banner Project Expansion—Hudson and Riverton	DD		\$30,000		
68	TravelStories Downtown Dubois Walking Tour—Dubois	DD		\$10,000		
69	Wayfinding/Informational Signage—Lander	DD		\$31,550		
70	Signage at the Bus Loop—Lander	DD		\$20,000		
71	Destination Development Co-Op	DD		\$2,700	\$2,700	\$0
72	National Park Journal, Yellowstone	DD		\$12,000		
73	Tripadvisor State Co-Op	DD		\$8,000		
74	Dubois Trail and Informational Signage	DD		\$31,550		
75	Special Projects Coordinator	DD		\$20,000		
76	Communication/Meetings/Graphic Design Supplies	DD		\$3,000		
77	A Wind River Indian Reservation-Specific Kiosk	DD		\$21,550		
78	The New Fly Fisher Television Show	DD		\$15,000		
79	Video Display in the Lander Chamber of Commerce Visitor Center	DD		\$10,000		
80				300,000	\$2,700	\$297,300

Section 8, ItemF.

## FY 2023-2024 Joint Powers Budget Notes

Code	Amount	Description
4009	\$1,016,610	<b>Lodging Tax:</b> This is the actual lodging tax revenue that was collected in fiscal year 2021 to 2022 and will serve as the budget for fiscal year 2023 to 2024.
4501	\$1,572	<b>Interest Earned:</b> Interest income in the beginning of fiscal year 2022 to 2023 averaged \$131 per month. This comes to \$1,572 for the full fiscal year.
5000	\$10,000	<b>Accounting Services:</b> This number has been reduced based on this fiscal year's actual spendings.
5100	\$600	<b>Office Expense:</b> This number has been increased based on this fiscal year's actual spendings.
5200	\$50	<b>Postage/Office:</b> This number has been increased based on this fiscal year's actual spendings.
5300	\$18,000	<b>CPA Review or Audit:</b> The Wind River Visitors Council will require another CPA audit in fiscal year 2023 to 2024.
5400	\$2,500	<b>Board Expenses:</b> Because of facility and catering cost increases, as well as the number of Board Members requesting mileage reimbursements, this line item has been increased from \$1,050 to \$2,500.
5500	\$5,000	<b>Wyoming Governor's Hospitality &amp; Tourism Convention (3 participants):</b> The Wind River Visitors Council is budgeting for three Board Members to attend the Wyoming Governor's Hospitality and Tourism Convention.
6000	\$20,000	<b>WRVC Office Services:</b> This number is remaining the same.
6100	\$129,800	<b>WRVC Payroll:</b> This number has been increased to account for the recent Board vote to budget for compensation adjustments up to 10 percent.
6200	\$32,450	<b>Taxes, Workers Compensation, Unemployment Insurance:</b> 25% of payroll.
6300	\$17,548	<b>Staff Medical and Retirement Benefits:</b> Medical Benefits have been estimated at \$16,618, which accounts for a 10% increase from the current fiscal year. At the maximum salaries in line 6100, if both staff contributed the maximum allowable amount to their Simple IRA, then the WRVC's match would be \$930.
6400	\$600	<b>Cellular Telephone Stipend:</b> This is for a \$50 per month cellular



		telephone stipend.
6500	\$15,000	<b>Conference Attendance, Mileage, Meals:</b> This amount has been increased so that the Executive Director can attend more conferences. In addition to conference attendance, this budget line also includes mileage for both staff members and business meals that the WRVC hosts.
7000	\$95,562	<b>Dubois TAD:</b> Dubois brought in 37.6% of the lodging tax in fiscal year 2021 to 2022. \$95,562 is 37.6% of the 25% that is distributed to Dubois, Lander and Riverton.
7100	\$76,754	<b>Lander TAD:</b> Lander brought in 30.2% of the lodging tax in fiscal year 2021 to 2022. \$76,754 is 30.2% of the 25% that is distributed to Dubois, Lander and Riverton.
7200	\$81,837	<b>Riverton TAD:</b> Riverton brought in 32.2% of the lodging tax in fiscal year 2021 to 2022. \$81,837 is 32.2% of the 25% that is distributed to Dubois, Lander and Riverton.
7300	\$10,400	<b>Shoshoni TAD:</b> Lodging tax throughout Fremont County has increased. Therefore, TAD funding has increased. Shoshoni's increase is from \$8,000 to \$10,400.
7400	\$5,200	<b>Hudson TAD:</b> Lodging tax throughout Fremont County has increased. Therefore, TAD funding has increased. Hudson's increase is from \$4,000 to \$5,200.
8000	\$11,000	<b>Website Development:</b> This amount includes six republished blogs from The Rendezvous magazine at \$200 each; six blogs written by guest writers at \$300 each; website management, hosting and services at \$2,000; domain and plug-in renewals at \$500; email hosting at \$500 and website development at \$5,000.
8025	\$84,815	<b>Direct Marketing, Leads, Online Marketing and Social Media:</b> This budget line includes email marketing software at \$6,600; a Wyoming Tourism unlimited leads co-op at \$10K; a SEM co-op at \$16,800; paid social media at \$1,200; Wyoming Tourism sponsored content at \$10,920; banners on Wyoming Tourism at \$2,800; Wyoming Tourism spring and fall co-ops at \$20,000; National Park Trips leads at \$4,500 and a National Park Trips display ad and advertorial at \$11,995.
8050	\$0	<b>Google DMO Program:</b> We will be participating in this as part of the Destination Development Program.
8075	\$13,600	<b>Regional and State Partnerships:</b> This budget line includes the production of the WRVC's annual report, chamber memberships and local and national partnerships and memberships.
8100	\$10,000	<b>Community Planning and Training:</b> This budget line includes

		sponsored content, ads and sponsoring #Snapped on County 10.
8125	\$10,000	<b>Photo and Video Library:</b> This budget line includes new photo and video acquisition.
8150	\$70,000	<b>Literature and Sticker Reprints:</b> The WRVC will need 116,750 vacation guides at \$48K, 30,000 self-guided driving tour maps at \$8K, freight at \$7K and 6,000 sticker reprints at \$7K.
8175	\$49,300	<b>Press Relations/Events/Packages/Social Media:</b> The monthly event calendar will cost \$2,500. Public relations will cost \$24,000. Social media management will cost \$15,600. Industry and consumer newsletters will cost \$7,200.
8200	\$20,000	<b>FAM Tours / Press Trips:</b> This number has been doubled from the current fiscal year.
8225	\$20,000	<b>Print Ads:</b> This budget line includes a full page ad in the Wyoming Official Travel Guide at \$9,500 and the opportunity for an additional print ad in another publication.
8250	\$6,315	<b>Literature Distribution:</b> This budget line includes multi-state literature distribution at \$5,500, literature distribution in Teton County at \$665 and a rack space in the Jackson Hole airport at \$150.
8275	\$500	<b>Billboard in Shoshoni:</b> This is the annual cost of the billboard in Shoshoni.
8300	\$0	<b>Market Research and Analysis:</b> With the CWC feasibility study and the Wyoming Office of Tourism's Zartico program in the works, additional funds have not been allocated for market research and analysis. If an opportunity presents itself, funding could come from "New Opportunities."
8325	\$22,000	<b>Fulfillment Program (postage, packets):</b> This budget line includes postage, handling of vacation packets, email requests, brochure storage and services.
8350	\$73,746	<b>New Opportunities:</b> This budget line reflects new projects that are unknown at this time.
8375	\$2,000	<b>Ambassador and Lodging Tax Education:</b> This number has been reduced based on this fiscal year's actual spendings.
8400	\$11,255	<b>Niche Marketing:</b> This budget line includes advertising on the Jackson Hole Chamber website under the categories of Summer Activities, Camping, Snowmobiling, Winter Activities, Hiking/Backpacking and Arts and Culture at \$3,500. It also includes a display ad in the Jackson Hole Chamber Explorer Magazine at \$3,455. It includes support for the trek program through the Fremont County Museums at \$4,000 and sponsoring a National Bighorn

		Sheep Center ad on the Jackson Hole Chamber of Commerce website at \$300.
8425	\$5,000	<b>Conference/Meeting Marketing:</b> This budget line is for conference and meeting marketing.
8450	\$2,500	<b>Group Tour Business:</b> This budget line is for group tour marketing.
8475	\$35,000	<b>Wind River Indian Reservation Interpretive Plan:</b> This budget line supports projects on the Wind River Indian Reservation. Fiscal year 2023 to 2024's big project is a museum-quality documentary of St. Stephens Indian Mission.
8500	\$19,850	<b>International Marketing Programs:</b> This budget line supports an international and lead generating campaign at \$10K, a display ad on the Real America Guide Map at \$600, participation in the Global Inspiration Program at \$5,750 and participation in the Visit the USA Traffic Program at \$3,500.
9000	\$30,000	<b>Air Service Marketing:</b> This budget line supports air service marketing through the FAST group.

## **Wind River Visitors Council (WRVC) Fiscal Year 2023 to 2024 Budget Narrative**

### **Joint Powers Board Summary**

The Wind River Visitors Council, a Destination Marketing Organization (DMO), is charged with the responsibility of investing lodging tax revenues to facilitate wider promotion and marketing of Fremont County and the Wind River Indian Reservation (branded as Wind River Country) as a tourist and visitor destination.

The Wind River Visitors Council's mission is to stimulate tourism by increasing awareness of, and encouraging visitation to, the unique destinations, activities and events in Wind River Country.

### **Fiscal Year 2023 to 2024 Budget**

The attached WRVC Joint Powers Board Budget was approved by the Wind River Visitors Council's Board of Directors on Thursday, March 23, 2023 for the fiscal year beginning July 1, 2023 and ending June 30, 2024.

### **Revenue**

The Wind River Visitors Council uses the previous full fiscal year's actual numbers for its budget. The last full fiscal year was FY 2021 to 2022, with revenue of \$1,016,610, which is the number that you'll see in the proposed Joint Powers Budget. This was a record-breaking tourism year for Fremont County, with the previous 12 month "record" being \$734,689.52 (FY 2018 to 2019). Please see the included "Fremont County Lodging Tax Collections" graph.

The benefit to this model is that the TAD funds in the budget are actual, not projected. This helps recipients of TAD funds to budget accordingly, as they know exactly how much they'll be receiving.

In fiscal year 2022 to 2023 the WRVC received lodging tax revenue and a Destination Development Program grant through the Wyoming Office of Tourism in the amount of \$300,000. Destination Development Program funds must be spent by June 30, 2024. Destination Development Program projects are listed at the bottom of the 2023 to 2024 Joint Powers Budget.

### **Oversight**

Because the annual lodging tax collections and CARES revenue exceeded \$1,000,000 in fiscal year 2021 to 2022, the WRVC was required by state statute to have a CPA financial audit conducted. This was the WRVC's first audit, and the auditor expressed that "for a first-year audit, having two findings is unheard of." They were both housekeeping items and unavoidable. Due to revenue so far in 2022 to 2023 and the Destination Development Program grant, the WRVC will once again be required to get a CPA financial audit. The financial audit is submitted to the Wyoming Department of Audit and the County Clerk's office as public record.

Budgeted Income		Percent of Budget
Lodging Tax Revenue and Interest Income	\$1,018,182	100%

Budgeted Expenses	Cost	Percent of Budget
Accounting, CPA Audit and Board Operation	\$36,150	3.55%
Office Staff Payroll, Taxes, Benefits and Office Services (rent, administration, etc.)	\$215,398	21.16%
Tourism Asset Development (TAD) Program	\$269,753	26.49%
Marketing Campaign	\$466,881	45.85%
Air Service Marketing (FAST)	\$30,000	2.95%
TOTAL	\$1,018,182	100%
<b>Over/(Under) Expenditures</b>	0	

### Lodging Tax Vote

The two percent lodging tax was renewed in November 2022 with overwhelming support, as indicated by a 72 percent vote in favor of renewing.

The five percent statewide lodging tax went into effect on January 1, 2021, and Fremont County started receiving two percent of that when Fremont County's tax went up for renewal. The state lodging tax guarantees two percent lodging tax collections to Fremont County. The remaining two percent was on the 2022 ballot for public vote to bring the County's collections back up to its four percent rate. A breakdown is below.

### Fremont County (1/1/21)

3% Statewide lodging tax (goes to the Wyoming Office of Tourism)

4% Local option

7% Total lodging tax

### Fremont County (1/1/23)

3% Statewide lodging tax (goes to the Wyoming Office of Tourism)

2% State local guarantee (comes from the Wyoming Office of Tourism)

2% Local option

7% Total lodging tax

### Jobs and Wages

Tourism creates jobs and living wages for year-round residents. In 2022, Fremont County tourism directly supported 1,665 jobs. These salaries are in turn spent in secondary markets such as contractors, utilities, taxes and general everyday local living.

### Travel Trends for 2023

- Consumers are booking vacations earlier
- There is an increase in international travel
- Travel costs are on the rise
- There is an increase in off-season travel
- There is an increase in off-grid travel and connecting with nature

### Tourism Asset Development (TAD) Program

Our Joint Powers communities of Dubois, Hudson, Lander, Riverton and Shoshoni function as our visitor centers throughout Fremont County. The Lander and Riverton Chambers of Commerce and the Towns of Dubois, Hudson and Shoshoni receive an allocation from the 25 percent of all lodging taxes collected in the form of the Tourism Asset Development (TAD) program. These funds are under local control to empower our communities to provide much needed visitor services, staff and local grant programs to support community tourism development and events. The FY 2023/2024 budget puts 25 percent of lodging tax collections at \$254,153, this is up from \$182,375 in FY 2022/2023. TAD funding is distributed to each community based on their percentage of contribution to the lodging tax collections. Shoshoni and Hudson receive a flat rate, which is significantly higher than their percentage of actual lodging tax collections.

### TAD distributions for FY 2023/2024 will be:

Dubois 37.6%	7000	\$95,562
Lander 30.2%	7100	\$76,754
Riverton 32.2%	7200	\$81,837
Shoshoni-flat rate	7300	\$10,400
Hudson-flat rate	7400	\$5,200
Total TAD Program		\$269,753

# Fremont County Lodging Tax Collections

## (Source: Wyoming Department of Revenue)

	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23
July	\$87,513.50	\$77,747.08	\$68,977.20	\$88,147.68	\$87,331.20	\$57,078.97	\$128,851.47	\$121,114.01
August	\$120,161.63	\$119,558.34	\$97,863.24	\$132,820.79	\$116,138.02	\$103,524.40	\$166,881.99	\$159,201.31
September	\$103,555.85	\$121,979.86	\$136,510.43	\$121,074.32	\$110,570.80	\$119,039.14	\$141,012.80	\$131,327.68
October	\$78,521.41	\$82,457.36	\$135,684.13	\$92,822.73	\$131,303.72	\$96,609.43	\$104,610.46	\$161,539.35
November	\$65,634.16	\$66,320.69	\$60,656.37	\$74,941.32	\$62,477.23	\$55,640.27	\$127,396.06	\$66,529.20
December	\$35,863.06	\$28,180.25	\$19,345.61	\$19,015.36	\$39,919.44	\$41,054.05	\$42,669.91	\$42,757.39
January	\$26,285.38	\$24,854.02	\$35,059.29	\$20,424.06	\$34,534.93	\$30,150.89	\$39,330.21	\$42,626.27
February	\$29,793.27	\$28,315.62	\$35,103.14	\$35,548.75	\$32,238.55	\$35,123.06	\$40,338.62	\$46,395.65
March	\$42,612.90	\$41,364.69	\$32,397.61	\$29,958.44	\$36,985.04	\$37,491.44	\$44,848.47	
April	\$31,209.25	\$29,770.09	\$37,741.83	\$34,868.18	\$32,041.45	\$45,623.20	\$57,967.09	
May	\$34,060.95	\$30,993.80	\$30,913.52	\$37,983.64	\$17,600.12	\$45,320.51	\$55,570.82	
June	\$45,406.33	\$40,827.68	\$37,353.76	\$47,084.25	\$29,190.44	\$62,844.46	\$67,132.87	
Total	\$700,617.69	\$692,369.48	\$727,606.13	\$734,689.52	\$730,330.94	\$729,499.82	\$1,016,610.77	\$771,490.86



## **Some Highlights from Fiscal Year 2022 to 2023 (so far)**

In addition to marketing to local, state, national and international audiences, the Wind River Visitors Council is also involved in lots of projects. Some of the projects from the current fiscal year (2022 to 2023) are listed below.

### **Lander Chamber of Commerce Community Awards Luncheon**

This year's speaker at the Lander Chamber of Commerce's annual Community Awards Luncheon was the Wind River Visitors Council's Executive Director, Helen Wilson. Helen provided an update on marketing efforts, tourism and media coverage of Wind River Country. The event took place on Friday, March 3 at the Lander Community & Convention Center. The Chamber recognized outstanding individuals and businesses in the community.

### **Tourism Study of Fremont and Hot Springs Counties**

The Wind River Visitors Council is assisting Central Wyoming College with a tourism study, conducted by PGAV Destinations. This study could result in opportunities to apply for funding for asset development throughout Wind River Country. The WRVC provided a Familiarization Tour to support the study.

### **Destination Development Program**

Destination Development Program projects that are in the works include an expansion of the Art Banner Project in Hudson and Riverton, a TravelStorys Downtown Dubois walking tour, wayfinding/informational signage in Lander, signage at the Bus Loop in Lander, two State marketing co-ops, advertising in the *National Park Journal*, *Yellowstone*, trail and informational signage in Dubois, communication/meetings/graphic design supplies, a kiosk on the Wind River Indian Reservation, a video profiling fishing in the backcountry of the Wind River Range and a video display in the Lander Chamber of Commerce Visitor Center.

### **Signs at the Frank B. Wise Business Center and in Hudson and Riverton**

The WRVC continues to help to get a digital sign at the Frank B. Wise Business Center on the Wind River Indian Reservation. Signs in Hudson and Riverton have been added to these efforts.

### **Riverton Community Celebration**

On January 21, the WRVC hosted a Riverton Community Celebration to celebrate Riverton and the start of the ice racing season. The event was open to the public and took place at Bunks BBQ and included food and an opportunity to meet Mayor Hancock, Riverton's new Mayor. The evening was co-hosted by the Wyoming Off-Road Racers

Association (WORRA), the Hampton Inn & Suites and the WYRiverton Chamber of Commerce and Visitor Center.

### **Dubois Chamber of Commerce Annual Mixer**

On November 18, 2022, the WRVC sponsored the Dubois WY Annual Chamber of Commerce Member Mixer. The Dew Boyz Diner did the catering, and the event provided an opportunity to visit with the Wind River Visitors Council Board of Directors and staff, and chat with the Dubois Chamber of Commerce about ways to help businesses reach their goals.

### **Wyoming Governor's Hospitality & Tourism Convention**

The WRVC's Treasurer, Helen Gordon, and Executive Director, Helen Wilson, braved the weather and attended the Wyoming Governor's Hospitality & Tourism Convention in Cheyenne, Wyoming from January 29 to 31. They caught up with others in the tourism and hospitality industry, attended presentations and met with partners.

### **Winter in the Wilds of Wyoming, Press Trip**

The WRVC hosted a winter press trip. Four writers came to the area to explore winter in Wind River Country. Activities included visiting the bison herd on the Wind River Indian Reservation, exploring Sinks Canyon State Park by snowshoe, snowmobiling on Togwotee Pass, touring the National Bighorn Sheep Center and the National Museum of Military Vehicles and enjoying fine dining and accommodations throughout Wind River Country. Following are links to two of the articles that resulted from this trip:

Matador Network, Wyoming's Wind River Country Makes for the Ultimate Western Road Trip: <https://matadornetwork.com/read/wind-river-country-wyoming/>

Men's Journal, Wyoming's Wind River Range is a Winter Adventurer's Best-Kept Secret:

<https://www.mensjournal.com/travel/best-activities-wind-river-range-wyoming>

### **Wyoming Outdoor Recreation Grant**

The WRVC helped several groups apply for the American Rescue Plan Act (ARPA) grant, which was offered through the Wyoming Office of Outdoor Recreation. Awards will be offered between \$20,000 and \$749,000. The grants are being evaluated for ARPA eligibility, economic impact, new outdoor recreation infrastructure, budget and project costs, a funding match, financial risk assessment and community support. Projects could include trails, trailheads, play area development, water-based recreation, shooting ranges, publicly managed campground infrastructure, climbing infrastructure, etc.

## Go Beyond Yellowstone to Riverton, Wyoming

The WRVC recently completed a new promotional video of Riverton. Here's the link, <https://www.youtube.com/watch?v=U8Rt9zxeJAg&t=6s>.

## TravelStorys

The WRVC worked with the Northern Arapaho Economic Development Commission on the completion of a Wind River Indian Reservation Audio Tour. The tour had 10 Eastern Shoshone sites, and 10 Northern Arapaho sites were added. The full tour is available at this link, <https://windriver.org/destinations/wind-river-indian-reservation/>.

## Media Coverage

The Wind River Visitors Council often sends out press releases, submits applications for media awards and organizes media visits. Last year, the WRVC applied for the 2022 Sunset Travel Awards. Wyoming's Wind River Country received the award titled "Remarkable Outdoor Recreation Region." Here's the link, <https://www.sunset.com/travel/2022-sunset-travel-awards>.

In addition, a media visit for a writer from Cowboys & Indians was organized, and an article was released titled "Wyoming's Wind River Country." Fort Washakie, the Northern Arapaho Experience Room, the National Museum of Military Vehicles and the Eastern Shoshone Tribe Buffalo Tour were featured, <https://www.cowboysindians.com/2022/05/wyomings-wind-river-country/>.

Also, the Wind River Rally was featured in 5280's The Best of the Mountain West 2022, <https://www.5280.com/best-of-the-mountain-west-2022/>. This event was sponsored by the Wind River Visitors Council.

Following are some other places where Wind River Country was recently featured:

- 11 Amazing Yurt Getaways Across the Country: Lander got number 10, <https://financebuzz.com/amazing-yurt-getaways>.
- The 5 Best Places to Visit in Wyoming, According to the Superintendent of Grand Teton National Park: The Wind River Indian Reservation was featured, <https://matadornetwork.com/read/places-to-visit-in-wyoming/>.
- 9 of the Best Wyoming Hiking Trails for Amazing Views and Small Crowds: Dubois Badlands was featured, <https://matadornetwork.com/read/wyoming-hiking-trails/>.
- The 12 best day trips in the Rocky Mountains: Sinks Canyon State Park was featured, <https://www.lonelyplanet.com/articles/best-day-trips-rocky-mountains-usa>.

- Explore The Lesser Known Side Of Wyoming On This Three Day Getaway: Dubois, The National Bighorn Sheep Center, Lander, the Wind River Wild Horse Sanctuary, Sinks Canyon and Atlantic City were featured, <https://www.onlyinyourstate.com/wyoming/everyday-explorers-wind-river-wy/>.
- Going To Yellowstone? Consider A Self-Driven Tour Of The Wind River Indian Reservation: The Wind River Indian Reservation was featured, <https://www.thetravel.com/take-a-self-drive-tour-of-the-wind-river-reservation-wyoming/>.
- 10 Winter Hikes to Keep You Trailblazing All Year Round: Sinks Canyon State Park, Whiskey Mountain and the Dubois Scenic Overlook were featured, <https://www.mensjournal.com/adventure/best-winter-hikes>.
- The Guide to Wedding Destinations in the American West: 3 Spear Ranch in Dubois was featured, <https://www.theknot.com/content/western-wedding-destinations>.
- So Long and Tanks for All the Tanks: Touring the Museum of Military Vehicles: The National Museum of Military Vehicles was featured, <https://www.cnet.com/culture/so-long-and-tanks-for-all-the-tanks-touring-the-museum-of-military-vehicles/>.
- Tea Time across America: Brooks Lake Lodge & Spa was featured, <https://55pluslifemag.com/tea-time-across-america/>.
- 22 Last-Minute Trips to Take Between Christmas and New Year's: Wind River Country was featured, <https://blog.cheapism.com/last-minute-travel-december/>.
- Taylor Sheridan: Writing the Real American West: The Wind River Indian Reservation was featured, <https://movieweb.com/taylor-sheridan-movies-writer-american-west/>.
- Regenerative Travel Is the Next Phase of Responsible Tourism: community-owned eco lodge on the Wind River Indian Reservation was featured, <https://www.yahoo.com/lifestyle/regenerative-travel-next-phase-responsible-111833432.html>.
- Wyoming man invests \$100M into National Museum of Military Vehicles on Fox Nation's 'Hidden Gems': The National Museum of Military Vehicles was featured, <https://www.foxnews.com/lifestyle/wyoming-national-museum-military-vehicles-fox-nation-hidden-gems>.
- From the Wild West to dinosaur fossils, here are 7 wild museums in Wyoming: The National Bighorn Sheep Center, The National Museum of Military Vehicles and The Museum of the American West were featured, <https://www.lonelyplanet.com/articles/best-museums-in-wyoming>.
- 14 Best All Inclusive Resorts for Teens: Triangle C Dude Ranch was featured, <https://www.tripstodiscover.com/all-inclusive-resorts-for-teens/>.



Mark Gordon  
Governor

# WYOMING Department of Transportation

"Provide a safe and effective transportation system"

5300 Bishop Boulevard, Cheyenne, Wyoming 82009-3340

Section 8, ItemG.



March 30, 2023

City of Lander  
Attention: RaJean Fossen  
240 Lincoln Street  
Lander, WY 82520

**RE: Agreement Amendment - FY2023 Transportation Alternatives Program (TAP) Project CD23514**

Dear Mrs. Fossen,

Enclosed you will find Amendment Number One to the Fiscal Year 2023 TAP Agreement for the Popo Agie River Park Pathway project. Please have the Mayor, along with an attest, sign both copies and mail them back to my office for processing. **The Amendment must be originals and can not be emailed.** Once the Amendment is fully executed, you will be mailed an original copy for your records.

**This letter is NOT your Notice to Proceed and any costs incurred prior to receipt of the Notice to Proceed will not be considered for reimbursement.**

If you have any questions, please feel free to contact me at 307-777-4179 or [samuel.brackett@wyo.gov](mailto:samuel.brackett@wyo.gov).

Sincerely,

Sam Brackett  
Local Government Specialist

Enclosures

**AMENDMENT NUMBER ONE  
TO THE TRANSPORTATION ALTERNATIVES PROGRAM  
SUBRECIPIENT AGREEMENT  
BETWEEN THE  
WYOMING DEPARTMENT OF TRANSPORTATION  
AND THE  
CITY OF LANDER**

**Federal Award Information - Required by 2 CFR § 200.332**

<b>Subrecipient Name:</b> City of Lander	<b>Subrecipient SAM UEI:</b> J4WELFKSSKJ4
<b>Federal Award Identification Number (FAIN):</b> To be provided via agreement update letter	<b>Federal Award Date:</b> To be provided via agreement update letter
<b>Period of Performance Start and End Date:</b> Term Start Date through December 31, 2025	<b>Budget Period Start and End Date:</b> Term Start Date through September 30, 2026
<b>Federal Award this Agreement:</b> \$0.00	<b>Total Federal Award to Subrecipient:</b> \$180,980.00
<b>Total Federal Award:</b> \$200,000.00	
<b>Awarding Federal Agency:</b> Federal Highway Administration	<b>Federal Highway Administration:</b> Wyoming Division Office <b>Telephone:</b> (307) 772-2101 <b>Email:</b> <a href="mailto:HDAWY@dot.gov">HDAWY@dot.gov</a>
<b>Pass-through Agency:</b> Wyoming Department of Transportation (WYDOT)	<b>WYDOT Program Mgr.:</b> Sam Brackett <b>Telephone:</b> 307-777-4179 <b>Email:</b> <a href="mailto:samuel.brackett@wyo.gov">samuel.brackett@wyo.gov</a>
<b>Subrecipient Contact:</b> RaJean Fossen <b>Phone:</b> 307-332-2870 <b>Email:</b> <a href="mailto:rsfossen@landerwyoming.org">rsfossen@landerwyoming.org</a>	<b>WYDOT Contact for Confirmation of Funds:</b> <b>Telephone:</b> (307) 777-4434 <b>Email:</b> <a href="mailto:dotrevenue@wyo.gov">dotrevenue@wyo.gov</a>
<b>Assistance Listing No.:</b> 20.205	<b>Assistance Listing Title:</b> Highway Planning and Construction
<b>Research and Development:</b> No	<b>Indirect Cost Rate (ICAP):</b> N/A
<b>Project Name:</b> Popo Agie River Park Pathway	<b>Recipient County:</b> Fremont
<b>Agreement No.:</b> CD 0.00 CD23514	<b>Project No.:</b> CD23514

- Parties.** This Amendment is made and entered into by and between the Wyoming Department of Transportation (WYDOT), whose address is: 5300 Bishop Blvd, Cheyenne, WY 82009 and the City of Lander (Subrecipient), whose address is: 240 Lincoln Street, Lander, Wyoming 82520.



2. **Purpose of Amendment.** This Amendment shall constitute the first amendment to the Agreement between WYDOT and the Subrecipient. The purpose of this Amendment is to amend the Buy America Provisions.

The original Agreement, dated December 20, 2022, required the Subrecipient to design a six (6) foot wide, eleven thousand eighty-eight (11088) foot multi-use asphalt pathway for a total project cost not to exceed two hundred thousand dollars (\$200,000.00), of which one hundred eighty thousand nine hundred eighty dollars (\$180,980.00) shall be borne by WYDOT and nineteen thousand twenty dollars (\$19,020.00) shall be borne by the Subrecipient, with an expiration date of December 31, 2025 and a Period of Performance End Date of December 31, 2025.

3. **Term of the Amendment.** This Amendment shall commence upon the date the last required signature is affixed hereto (Effective Date), and shall remain in full force and effect through the term of the Agreement, as amended, unless terminated at an earlier date pursuant to the provisions of the Agreement, or pursuant to federal or state statute, rule, or regulation.

4. **Amendments.**

- A. Section 4 (D)(iv) of the original Agreement is hereby amended in its entirety to read as follows:

“(iv) Buy America Provisions: requires the use of American steel, iron products, manufactured products, and construction materials associated with this project, when specified in accordance with the Infrastructure Investment and Jobs Act (IIJA), Pub. L. No. 117-58, §11513 and § 70911, et seq.”

5. **Amended Responsibilities of the Subrecipient.**

Responsibilities of the Subrecipient have not changed.

6. **Amended Responsibilities of WYDOT.**

Responsibilities of WYDOT have not changed.

7. **Special Provisions.**

- A. **Same Terms and Conditions.** With the exception of items explicitly delineated in this Amendment, all terms and conditions of the original Agreement, and any previous amendments, between WYDOT and the Subrecipient, including but not limited to sovereign immunity, shall remain unchanged and in full force and effect.



- B. Counterparts.** This Amendment may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Amendment. Delivery by the Subrecipient of an originally signed counterpart of this Amendment by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to WYDOT.

**8. General Provisions.**

- A. Entirety of Agreement.** The original Agreement, consisting of eighteen (18) pages; Attachment A, Project Description, consisting of one (1) page; Attachment B, Map, consisting of two (2) pages; Attachment C, Form FHWA-1273, consisting of thirteen (13) pages; and this Amendment One, consisting of four (4) pages, represent(s) the entire and integrated agreement between the parties and supersede(s) all prior negotiations, representations, and agreements, whether written or oral.

**THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.**





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

The effective date of this Amendment is the date of the signature last affixed to this page.

**ATTEST:**

**City of Lander:**

\_\_\_\_\_  
Name

By: \_\_\_\_\_  
Monte Richardson, Mayor

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

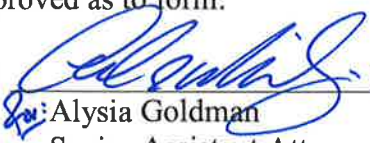
(SEAL)

**WYOMING DEPARTMENT OF  
TRANSPORTATION:**

By: \_\_\_\_\_  
Mark Wingate, P.E., Systems Planning  
Engineer

\_\_\_\_\_  
Date

Approved as to form:

By:  03/29/23  
# 229713  
Alysia Goldman  
Senior Assistant Attorney General  
State of Wyoming

Date agreement prepared: March 9, 2023





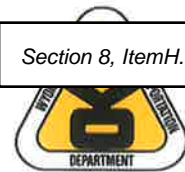
Mark Gordon  
Governor

# WYOMING Department of Transportation

"Provide a safe and effective transportation system"

5300 Bishop Boulevard, Cheyenne, Wyoming 82009-3340

Section 8, Item H.



March 30, 2023

City of Lander  
Attention: RaJean Fossen  
240 Lincoln Street  
Lander, WY 82520

**RE: Agreement Amendment - FY2023 Transportation Alternatives Program (TAP) Project CD23513**

Dear Mrs. Fossen,

Enclosed you will find Amendment Number One to the Fiscal Year 2023 TAP Agreement for the Baldwin Creek, South 9th Complete Street project. Please have the Mayor, along with an attest, sign both copies and mail them back to my office for processing. *The Amendment must be originals and can not be emailed.* Once the Amendment is fully executed, you will be mailed an original copy for your records.

**This letter is NOT your Notice to Proceed and any costs incurred prior to receipt of the Notice to Proceed will not be considered for reimbursement.**

If you have any questions, please feel free to contact me at 307-777-4179 or [samuel.brackett@wyo.gov](mailto:samuel.brackett@wyo.gov).

Sincerely,

Sam Brackett  
Local Government Specialist

Enclosures

**AMENDMENT NUMBER ONE  
TO THE TRANSPORTATION ALTERNATIVES PROGRAM  
SUBRECIPIENT AGREEMENT  
BETWEEN THE  
WYOMING DEPARTMENT OF TRANSPORTATION  
AND THE  
CITY OF LANDER**

**Federal Award Information - Required by 2 CFR § 200.332**

<b>Subrecipient Name:</b> City of Lander	<b>Subrecipient SAM UEI:</b> J4WELFKSSKJ3
<b>Federal Award Identification Number (FAIN):</b> To be provided via agreement update letter	<b>Federal Award Date:</b> To be provided via agreement update letter
<b>Period of Performance Start and End Date:</b> Term Start Date through December 31, 2025	<b>Budget Period Start and End Date:</b> Term Start Date through September 30, 2026
<b>Federal Award this Agreement:</b> \$0.00	<b>Total Federal Award to Subrecipient:</b> \$1,131,125.00
<b>Total Federal Award:</b> \$1,250,000.00	
<b>Awarding Federal Agency:</b> Federal Highway Administration	<b>Federal Highway Administration:</b> Wyoming Division Office <b>Telephone:</b> (307) 772-2101 <b>Email:</b> <a href="mailto:HDAWY@dot.gov">HDAWY@dot.gov</a>
<b>Pass-through Agency:</b> Wyoming Department of Transportation (WYDOT)	<b>WYDOT Program Mgr.:</b> Sam Brackett <b>Telephone:</b> 307-777-4179 <b>Email:</b> <a href="mailto:samuel.brackett@wyo.gov">samuel.brackett@wyo.gov</a>
<b>Subrecipient Contact:</b> RaJean Fossen <b>Phone:</b> 307-332-2870 <b>Email:</b> <a href="mailto:rsfossen@landerwyoming.org">rsfossen@landerwyoming.org</a>	<b>WYDOT Contact for Confirmation of Funds:</b> <b>Telephone:</b> (307) 777-4434 <b>Email:</b> <a href="mailto:dotrevenue@wyo.gov">dotrevenue@wyo.gov</a>
<b>Assistance Listing No.:</b> 20.205	<b>Assistance Listing Title:</b> Highway Planning and Construction
<b>Research and Development:</b> No	<b>Indirect Cost Rate (ICAP):</b> N/A
<b>Project Name:</b> Baldwin Creek, South 9th Complete Street	<b>Recipient County:</b> Fremont
<b>Agreement No.:</b> CD 0.00 CD23513	<b>Project No.:</b> CD23513

- Parties.** This Amendment is made and entered into by and between the Wyoming Department of Transportation (WYDOT), whose address is: 5300 Bishop Blvd, Cheyenne, WY 82009 and the City of Lander (Subrecipient), whose address is: 240 Lincoln Street, Lander, Wyoming 82520.



2. **Purpose of Amendment.** This Amendment shall constitute the first amendment to the Agreement between WYDOT and the Subrecipient. The purpose of this Amendment is to amend the Buy America Provisions.

The original Agreement, dated December 20, 2022, required the Subrecipient to construct a five (5) to eight (8) foot wide, eleven thousand six hundred sixteen (11616) foot concrete sidewalk for a total project cost not to exceed one million two hundred fifty thousand dollars (\$1,250,000.00), of which one million one hundred thirty-one thousand one hundred twenty-five dollars (\$1,131,125.00) shall be borne by WYDOT and one hundred eighteen thousand eight hundred seventy-five dollars (\$118,875.00) shall be borne by the Subrecipient, with an expiration date of December 31, 2025 and a Period of Performance End Date of December 31, 2025.

3. **Term of the Amendment.** This Amendment shall commence upon the date the last required signature is affixed hereto (Effective Date), and shall remain in full force and effect through the term of the Agreement, as amended, unless terminated at an earlier date pursuant to the provisions of the Agreement, or pursuant to federal or state statute, rule, or regulation.

4. **Amendments.**

- A. Section 4 (D)(iv) of the original Agreement is hereby amended in its entirety to read as follows:

“(iv) Buy America Provisions: requires the use of American steel, iron products, manufactured products, and construction materials associated with this project, when specified in accordance with the Infrastructure Investment and Jobs Act (IIJA), Pub. L. No. 117-58, §11513 and § 70911, et seq.”

5. **Amended Responsibilities of the Subrecipient.**

Responsibilities of the Subrecipient have not changed.

6. **Amended Responsibilities of WYDOT.**

Responsibilities of WYDOT have not changed.

7. **Special Provisions.**

- A. **Same Terms and Conditions.** With the exception of items explicitly delineated in this Amendment, all terms and conditions of the original Agreement, and any previous amendments, between WYDOT and the Subrecipient, including but not limited to sovereign immunity, shall remain unchanged and in full force and effect.



- B. Counterparts.** This Amendment may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Amendment. Delivery by the Subrecipient of an originally signed counterpart of this Amendment by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to WYDOT.

**8. General Provisions.**

- A. Entirety of Agreement.** The original Agreement, consisting of eighteen (18) pages; Attachment A, Project Description, consisting of one (1) page; Attachment B, Map, consisting of two (2) pages; Attachment C, Form FHWA-1273, consisting of thirteen (13) pages; and this Amendment One, consisting of four (4) pages, represent(s) the entire and integrated agreement between the parties and supersede(s) all prior negotiations, representations, and agreements, whether written or oral.

**THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.**



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

The effective date of this Amendment is the date of the signature last affixed to this page.

**ATTEST:**

**City of Lander:**

\_\_\_\_\_  
Name

By: \_\_\_\_\_  
Monte Richardson, Mayor

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

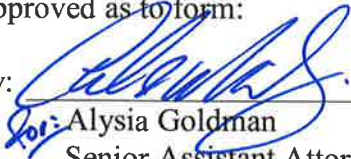
(SEAL)

**WYOMING DEPARTMENT OF  
TRANSPORTATION:**

By: \_\_\_\_\_  
Mark Wingate, P.E., Systems Planning  
Engineer

\_\_\_\_\_  
Date

Approved as to form:

By:  03/09/23  
# 229711  
for: Alysia Goldman  
Senior Assistant Attorney General  
State of Wyoming

Date agreement prepared: March 9, 2023



**ADDENDUM TO EXTENSION OF LEASE AGREEMENT**

THIS ADDENDUM to the Extension of Lease is made and entered into on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the CITY OF LANDER, a municipal corporation, of 240 Lincoln Street, Lander, Wyoming 82520, , herein referred to as “Landlord”, and the Lander Golf Course, a Wyoming corporation, whose mailing address is P.O. Box 417, Lander, Wyoming, hereinafter referred to as “Tenant”.

**RECITALS**

WHEREAS, Landlord and Tenant are the parties to a Lease Agreement dated the November 13, 2018, and an Extension of Lease Agreement dated January 4, 2023, by which Landlord leased the Tenant the premises, which is described as the eighteen holes of the City of Lander Golf Course and the real property located at #1 Golf Course Drive, Lander, Fremont County, Wyoming, used for the operation of the golf course; and,

WHEREAS, a copy of the Lease Agreement and Extension of Lease Agreement with amendments or addendum is attached hereto as Exhibit “A” and made a part hereof; and,

WHEREAS, the Parties wish to add an addendum to the previously signed Extension of Lease Agreement and Lease Agreement with amendments or addendum to incorporate the following Terms and Conditions:

**TERMS AND CONDITIONS**

**IN CONSIDERATION** of the mutual covenants and promises set forth herein, it is agreed by and between the Lessor and Lessee to amend the previously executed Agreement with Extension as follows:

1. The above recitals and a copy of the Lease Agreement and Extension of Lease Agreement (Exhibit “A”) are incorporated herein and by this reference made a part hereof.
2. The execution of this agreement shall allow each City of Lander Employee to receive a Single Season Pass for the lump sum payment of \$43,500.00 made by the City of Lander to the LANDER GOLF COURSE. The City of Lander shall provide a list of all eligible employees to the LANDER GOLF COURSE at the time of payment and updates to the list as needed. The Single Season Pass does not include family member fees, cart rentals fees, trail fees, handicap fees, but can be upgraded to include those services for a difference in cost based on the LANDER GOLF COURSE adopted rate schedule. All additional costs above and beyond the Single Season Pass shall be directly borne by the City Employee wishing to add such services.
3. This Addendum to Extension of Lease, in conjunction with the Extension of Lease and Lease Agreement with any amendments or addendum (Exhibit “A”), sets forth the entire agreement between the parties. The original Lease, amendments, extension or addendum and this Addendum to Extension of Lease Agreement shall not be altered or modified hereafter, except by a written memorandum signed by the parties.
4. This agreement shall be attached to the basic Lease Agreement and Extension of Lease Agreement “A” attached hereto and shall become a part thereof as if originally included therein.

*[SIGNATURES ON FOLLOWING PAGE]*

IN WITNESS WHEREOF, these parties have executed this Addendum to Extension of Lease at Lander, Wyoming, the date and year first above written.

THE CITY OF LANDER,  
A municipal corporation, Lessor

BY: \_\_\_\_\_  
MAYOR

ATTEST

\_\_\_\_\_  
CITY CLERK

LANDER GOLF AND COUNTRY CLUB,

BY: \_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Vice President

STATE OF WYOMNG       )  
  ) ss.  
COUNTY OF FREMONT    )

The foregoing ADDENDUM TO EXTENSION OF LEASE AGREEMENT was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by MONTE RICHARDSON Mayor of the City of Lander, on behalf of the City of Lander.

Witness my hand and official seal.  
(SEAL)

\_\_\_\_\_  
Notary Public

My commission expires:

STATE OF WYOMNG       )  
  ) ss.  
COUNTY OF FREMONT    )

The foregoing ADDENDUM TO EXTENSION OF LEASE AGREEMENT was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by RACHELLE FONTAINE, Clerk of the City of Lander, on behalf of the City of Lander.

Witness my hand and official seal.  
(SEAL)

\_\_\_\_\_  
Notary Public

My commission expires:



STATE OF WYOMING       )  
  ) ss.  
COUNTY OF FREMONT    )

The foregoing ADDENDUM TO EXTENSION OF LEASE AGREEMENT  
was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by  
\_\_\_\_\_, President of the Lander Golf Course, a Wyoming  
corporation, on behalf of said corporation.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

My commission expires:

STATE OF WYOMING       )  
  ) ss.  
COUNTY OF FREMONT    )

The foregoing ADDENDUM TO EXTENSION OF LEASE AGREEMENT  
was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by  
\_\_\_\_\_, \_\_\_\_\_ of the Lander Golf  
Course, a Wyoming corporation, on behalf of said corporation.

Witness my hand and official seal.

(SEAL)

\_\_\_\_\_  
Notary Public

My commission expires:

## EXTENSION OF LEASE AGREEMENT

THIS AMENDMENT to the Agreement made and entered into on the 4<sup>th</sup> day of January, 2023, by and between the CITY OF LANDER, a municipal corporation, of 240 Lincoln Street, Lander, Wyoming 82520, , herein referred to as "Landlord", and the Lander Golf Course, a Wyoming corporation, whose mailing address is P.O. Box 417, Lander, Wyoming, hereinafter referred to as "Tenant".

### RECITALS

WHEREAS, Landlord and Tenant are the parties to a Lease dated the November 13, 2018, by which Landlord leased the Tenant the premises, which is described as the eighteen holes of the City of Lander golf course and the real property located at #1 Golf Course Drive, Lander, Fremont County, Wyoming, used for the operation of the golf course; and,

WHEREAS, a copy of the Lease with amendments or addendum is attached hereto as Exhibit "A" and made a part hereof; and,

WHEREAS, the Parties wish to amend the previously signed Lease Agreement with amendments or addendum to extend the term of the currently existing Lease.

### TERMS AND CONDITIONS

**IN CONSIDERATION** of the mutual covenants and promises set forth herein, it is agreed by and between the Lessor and Lessee to amend the previously executed Agreement with Extension as follows:

1. The above recitals and a copy of the Lease (Exhibit "A") are incorporated herein and by this reference made a part hereof.
2. The execution of this agreement shall constitute an extension of the lease between the parties hereto in that it shall extend the termination date from December 31, 2023 to February 21, 2024. It is also expressly understood and agreed to by and between the parties hereto that nothing herein contained shall operate to discharge or release Lessee from the liabilities to promptly perform each of the terms and conditions contained in the original Lease attached hereto and made a part hereof as Exhibit "A".
3. This Extension of Lease, in conjunction with the Lease with any amendments or addendum (Exhibit "A"), sets forth the entire agreement between the parties. The original Lease, amendments, or addendum and this Extension of Lease Agreement shall not be altered or modified hereafter, except by a written memorandum signed by the parties.
4. This agreement shall be attached to the basic Lease Exhibit "A" attached hereto and shall become a part thereof as if originally included therein.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, these parties have executed this Extension of Lease at Lander, Wyoming, the date and year first above written.

THE CITY OF LANDER,  
A municipal corporation, Lessor

BY: Monte Richardson  
MAYOR

ATTEST  
Rachelle Fontaine  
CITY CLERK

LANDER GOLF AND COUNTRY CLUB,

BY: Kevin Woods  
President

ATTEST:  
[Signature]  
Vice President

STATE OF WYOMNG )  
 ) ss.  
COUNTY OF FREMONT )

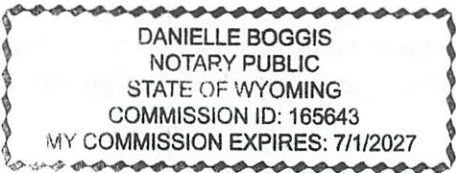
The foregoing Lease Agreement was acknowledged before me this 4 day of January, 2023, by MONTE RICHARDSON Mayor of the City of Lander, on behalf of the City of Lander.

Witness my hand and official seal.  
(SEAL)

Danielle Boggis  
Notary Public

My commission expires: 7/1/27

STATE OF WYOMNG )  
 ) ss.  
COUNTY OF FREMONT )

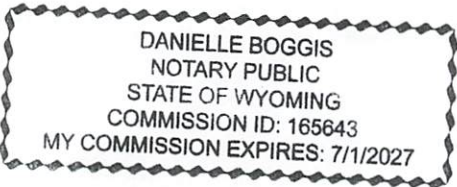


The foregoing Lease Agreement was acknowledged before me this 4 day of January, 2023, by RACHELLE FONTAINE, Clerk of the City of Lander, on behalf of the City of Lander.

Witness my hand and official seal.  
(SEAL)

Danielle Boggis  
Notary Public

My commission expires: 7/1/27



STATE OF WYOMING       )  
  ) ss.  
COUNTY OF FREMONT    )

The foregoing instrument was acknowledged before me this 4 day of January, 2023, by Kevin Woods, President of the Lander Golf Course, a Wyoming corporation, on behalf of said corporation.

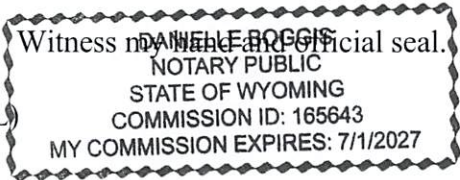
Witness my hand and official seal.

Daniell Boggis  
Notary Public

My commission expires: 7/1/27

STATE OF WYOMING       )  
  ) ss.  
COUNTY OF FREMONT    )

The foregoing instrument was acknowledged before me this 4 day of January, 2023, by Richard Huff, Vice President of the Lander Golf Course, a Wyoming corporation, on behalf of said corporation.

(SEAL)  Witness my hand and official seal.  
NOTARY PUBLIC  
STATE OF WYOMING  
COMMISSION ID: 165643  
MY COMMISSION EXPIRES: 7/1/2027

Daniell Boggis  
Notary Public

My commission expires: 7/1/27



## **LEASE AGREEMENT**

THIS LEASE AGREEMENT is made and entered into this 13<sup>th</sup> day of November, 2018, by and between the City of Lander, a Wyoming municipal corporation, whose address is 240 Lincoln Street, Lander, Wyoming 82520, hereinafter referred to as "Landlord", and the Lander Golf Course, a Wyoming corporation, whose mailing address is P.O. Box 417, Lander, Wyoming, hereinafter referred to as "Tenant".

### **WITNESSETH:**

WHEREAS, Landlord is the owner of the real property described on Exhibit "A" attached hereto and which real property is used as a municipal golf course; and

WHEREAS, Tenant desires to lease the real property described on Exhibit "A" attached hereto for the operation and management of the Golf Course; and

WHEREAS, it is in the best interest of the Landlord to lease said real property and the Golf Course to Tenant on the terms and conditions provided for below.

### **TERMS AND CONDITIONS**

NOW THEREFORE, for and in consideration of the lease payments and the mutual promises and covenants contained herein, the parties agree as follows:

#### **ARTICLE I**

##### **Recitals**

The above recitals and Exhibit "A" attached hereto are incorporated herein and by this reference made a part of this Lease Agreement.

#### **ARTICLE II**

##### **Representations, Covenants and Warranties**

Representations, Covenants and Warranties of the Landlord. The Landlord represents, covenants and warrants as follows:

- a. The Landlord is an incorporated municipality, duly and regularly created, incorporated and existing as such within the State of Wyoming under the Constitution and laws of the State. The Landlord has fee simple title to the eighteen holes of the golf course and the real property used for the operation of the golf course, Exhibit "A" attached hereto, hereinafter referred to as the "Existing Site" and to the existing facilities thereon, and is authorized by law to enter into the transactions contemplated by this Lease Agreement, and to carry out its obligations hereunder. The Landlord has authorized and approved the execution and delivery of this Lease Agreement and other documents related to this transaction; and
- b. The leasing of the existing golf course to the Tenant under the terms and conditions provided for in this Lease Agreement is necessary, convenient and in furtherance of the Landlord's governmental purposes, and is in the best interest of the citizens and inhabitants of the Landlord; and
- c. To the knowledge of the Landlord, neither the execution and delivery hereof, nor the fulfillment of or compliance with the terms and conditions hereof, nor the consummation of the transactions contemplated hereby conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the Landlord is now a party or by which the Landlord is bound, or constitutes a default under any of the foregoing; and
- d. To the knowledge of the Landlord, there is no litigation or proceeding pending or threatened against the Landlord or any other person affecting the right of the

Landlord to execute this Lease Agreement or the ability of the Landlord to comply with its obligations contained hereunder.

Representations, Covenants and Warranties of the Tenant. The Tenant represents, covenants and warrants as follows:

- a. The Tenant is a Wyoming corporation duly organized and existing under the laws of the State of Wyoming. The Tenant has all necessary power to enter into this Lease Agreement, is possessed of full power to lease real and personal property, as lessor or lessee, and has duly authorized the execution and delivery of this Lease Agreement; and
- b. The Tenant will not pledge, assign, mortgage or encumber any of its rights under this Lease Agreement; and
- c. To the knowledge of the Tenant, neither the execution and delivery hereof, nor the fulfillment of or compliance with the terms and conditions hereof, nor the consummation of the transactions contemplated hereby conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the Tenant is now a party or by which the Tenant is bound, or constitutes a default under any of the foregoing; and
- d. To the knowledge of the Tenant, there is no litigation or proceeding pending or threatened against the Tenant or any other person affecting the right of the Tenant to execute this Lease Agreement or the ability of the Tenant to comply with its obligations hereunder.

### ARTICLE III Lease of Property

Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the property described on Exhibit "A" which is attached hereto and incorporated herein by this reference together with all buildings and improvements located thereon or appurtenant thereto and all rights, privileges, hereditaments and tenements thereunto appertaining or belonging.

In addition to the leased property described in Exhibit "A", Landlord does hereby grant to Tenant, his agents, guests, and golfers the right to enter upon the Property located at the Lander Community and Conference Center for use of the restrooms located thereon, and does hereby grant a license to use said restrooms located upon the premises as described in Exhibit A, located within Fremont County, Wyoming. This license for use of the restrooms can be terminated at any time and for any reason by Landlord. Tenant, his agents, guests, and golfers will do all in their power to maintain the restrooms in a clean and orderly fashion.

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

### ARTICLE IV Rent

Tenant shall pay to the Landlord as rent the sum of Ten and No/100 Dollars (\$100.00) and said payment of \$10.00 being due on or before the 1st day of February, 2018. As additional

consideration for this Lease, Tenant shall fulfill the special covenants contained in Article VI hereof, which the Landlord acknowledges has significant value to it.

#### ARTICLE V Term of Lease

The term of this Lease shall be for a period of Four (4) years (the original term) commencing on the 1st day of January, 2019, and terminating on the 31st day of December, 2023, unless terminated or extended as hereinafter set forth.

To extend this Lease, a Lease Extension Agreement between Landlord and Tenant must be signed at least ninety (90) days prior to the expiration of the Lease term. The terms and conditions of the extension must be agreed upon between the Landlord and the Tenant. If the parties cannot agree upon the terms and conditions of the extension, then and in that event, this Lease will terminate and the Tenant will have no further rights under this Lease Agreement.

Landlord hereby declares that the term of this Lease is of specific benefit to it, as it will provide for the care and management and preservation of the Lander Golf Course.

#### ARTICLE VI Special Covenants of Tenant

Tenant hereby agrees to comply with the following:

- a. To pay all charges levied, assessed and charged against or incurred at the premises for all utilities, including but not limited to sewer, gas, telephone, electricity charges and ditch right assessments which may accrue during the term of this Lease, and to save the premises and Landlord harmless therefrom.
- b. Tenant has examined and knows the condition of said premises and acknowledges that it has received the same in good order and repair, and will keep and maintain said premises, and upon termination of this Lease in any way, it will yield up said premises to Landlord in as good condition as when said premises are entered upon by Tenant, ordinary wear and tear and loss by any act of God excepted.
- c. To maintain at its own expense the premises and every part thereof in good condition and repair, and to maintain said premises in such manner as to prevent damage of any kind which might have been prevented by the exercise of proper care; to maintain the premises in a safe and clean condition free of trash and debris insofar as is reasonably possible and to keep trees and lawns on the premises properly watered and trimmed.
- d. To assume and hold Landlord harmless from all public liability which might result from Tenant's activities or occupation of the premises, including any liability which might arise by virtue of any unsafe condition which may develop or be allowed and permitted to exist on said premises. In furtherance hereof Tenant shall obtain, purchase, and maintain continuously in effect at all times during the term of this lease agreement and all renewals, at Tenant's sole expense, a comprehensive general public liability insurance policy against claims for personal injury, death or damages to property of others occurring on or in the leased premises, in an amount not less than One Million Dollars (\$1,000,000.00) in the aggregate and \$500,000.00 for each occurrence, and property insurance in an amount not less than the full replacement value of the premises, excluding the value of the real property portion of the leased premises, except for the cost of restoring it to a golf course. All such insurance shall name Landlord as an additional insured.



- e. To permit the Landlord or its authorized agent to inspect the premises at any reasonable time.
- f. To manage Tenant's business and affairs in such a manner that Landlord shall not incur any liability therefore or as a consequence thereof; to pay all charges or obligations for any labor, materials and supplies which Tenant may incur with respect to the premises, and the operation and management of the Golf Course when due; to prevent any of the foregoing from being a lien upon the premises or any portion thereof.
- g. That no substantial changes or alterations of the premises or improvements thereon shall be made without first having obtained the consent in writing of Landlord from the Public Works Director; provided however that Tenant may make such minor additions or alterations as are necessary and consistent with the continuation of the operation of the premises as a golf course, all at Tenant's sole cost and expense; and provided further that any signs or fixtures or equipment Tenant may place upon the premises shall not be removed at the expiration of the term of this Lease, and the same shall become the property of Landlord upon termination of this Lease. Tenant assumes the risk for loss of its own fixtures and merchandise, and will carry its own insurance against such risks. Provided, further, Tenant is hereby granted the right to make such changes as necessary and proper for full compliance with all of the provisions of the Occupational Health and Safety Act of the State of Wyoming and Tenant does hereby assume full responsibility for the compliance with the aforesaid Act and all rules and regulations promulgated by appropriate departments of the State of Wyoming pursuant thereto and does hereby further covenant and agree to save and hold the Landlord harmless from any and all claims, charges, suits at law and in equity arising out of or in connection with any and all of its activities conducted in and upon the said leased premises.
- h. That in the event there are substantial upgrades that need or want to be completed by the Tenant, Tenant shall negotiate with the Landlord for cost sharing options. In the event the Tenant fails to negotiate, then all upgrades shall be deemed denied, or Tenant shall pay all costs associated with the aforementioned upgrades.
- i. Use and occupancy. Tenant will use and occupy the premises for the operation and conduct of a municipal golf course only and will maintain order on said premises, and will manage, operate and conduct said premises and any business, entertainment or other activity maintained thereon in a lawful, orderly and proper manner in compliance with all applicable laws, ordinances, rules and regulations.
- j. Public use. It is understood by and between the parties and Tenant agrees to make the leased premises available for public use by non-members for uses consistent with Tenant's use thereof, provided however that Tenant may require all persons making such use of the leased premises to know, observe, abide by and comply with its reasonable rules and regulations regarding the premises and use thereof, and it is specifically provided that Tenant may require payment of reasonable fees therefore, which fees may exceed the fees paid by members of the Golf Course but which shall at all times be reasonable fees and shall not be designated or effected to actually prohibit use by persons not members of the Golf Course.
- k. Budget/City Council. The Tenant shall participate in the Landlord's annual budget process for all funding requests. Upon request the Tenant shall attend a City Council meeting and provide updates and input in regards to budget and allocation of funds.

**ARTICLE VII**  
**Personal Property**

Landlord is the owner of certain personal property set forth and described on Exhibit "B" attached hereto and by this reference made a part hereof. As part of this Lease Agreement, Tenant can use the personal property set forth and described on Exhibit "B" attached hereto in the operation and maintenance of the Golf Course. The Tenant shall maintain at its own expense the personal property in good condition and repair and maintain said personal property in such manner as to prevent damage of any kind which might have been prevented by the exercise of proper care; to maintain the personal property in a safe and clean condition the costs of repairs and maintenance of said personal property shall be paid by the Tenant. The Tenant cannot sell, transfer or give away any of the personal property set forth and described on Exhibit "B" attached hereto without prior written permission from the Landlord. The Tenant shall provide liability insurance for anyone using said personal property and hold the Landlord harmless from any claims.

#### ARTICLE VIII

##### Prohibition on Assignment or Sublease

Tenant shall not, either totally or partially, assign or sublease, all or any part of this Lease, or all or any part of the premises leased hereunder.

#### ARTICLE IX

##### Enjoyment of the Site

Quiet Enjoyment. The Landlord hereby covenants that the Tenant shall during the term of this Lease Agreement peaceably and quietly have and hold and enjoy the existing leased premises without suit, trouble or hindrance from the Landlord, except as expressly required or permitted by this Lease Agreement. The Landlord shall not interfere with the quiet use and enjoyment of the existing facility by the Tenant during the term of this Lease Agreement. The Landlord shall, at the request of the Tenant, join and cooperate fully in any legal action in which the Tenant asserts its right to such possession and enjoyment, or which involves the imposition of any taxes or other governmental charges on or in connection with the existing facility. In addition, the Tenant may join in any legal action affecting its possession and enjoyment of the site and shall be joined in any action affecting its liabilities hereunder.

#### ARTICLE X

##### Notice

All notices provided for under this Lease Agreement shall be served, by certified mail, addressed as follows:

City of Lander  
240 Lincoln Street  
Lander, WY 82520

Lander Golf Course  
P.O. Box 417  
Lander, WY 82520

#### ARTICLE XI

##### Prohibition Against Discrimination

Tenant hereby covenants that it shall not, in the exercise of its rights otherwise granted in this instrument, discriminate against any person by reason of race, creed, color, religion, sex or national origin or violate any law of the United States of America promulgated with respect thereto.

#### ARTICLE XII

##### Default

This Lease Agreement may be terminated by Landlord at any time that Landlord may so desire, with or without cause, but in so doing a written notice of the termination shall be delivered to Tenant at the address set forth above and Tenant shall not be compelled to remove from the premises or surrender the premises until thirty (30) days after receipt of such notice.

ARTICLE XIII  
Attorney's Fees and Costs

In any enforcement action by either party hereunder, the prevailing party shall be entitled to reasonable attorney's fees and costs thereof.

ARTICLE XIV  
Liaison

The City shall appoint one individual to be the liaison between the City of Lander and the Tenant.

ARTICLE XV  
Binding Effect

This Lease Agreement shall bind and inure to the benefit of the parties, their successors, heirs and assigns.

ARTICLE XVI  
Severability

In the event that any provision of this Lease Agreement, except Articles IV and IX, shall be held invalid or unenforceable by a Court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

ARTICLE XVII  
Governmental Immunity

The City of Lander does not waive its Government Immunity, as provided by any applicable law including W.S. Section 1-39-101 et seq., by entering into this Lease Agreement. Further, the City of Lander 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 Lease Agreement.

ARTICLE XVIII  
Sale of Alcohol

The City of Lander and the Lander Golf Course agree that the Lander Golf Course may sell alcoholic or malt beverages upon the leased premises during the term of this lease.

***[SIGNATURES ON FOLLOWING PAGE]***

IN WITNESS WHEREOF the parties have set their hands hereto at Lander, Wyoming, on the day and date first above indicated.

THE CITY OF LANDER

BY:   
DEL MCOMIE, Mayor

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of November, 2018, by VAL LAYTON, President of the Lander Golf Course, a Wyoming corporation, on behalf of said corporation.

Witness my hand and official seal.



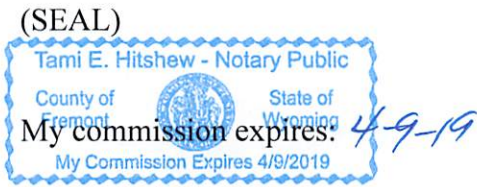
Tami E. Hitshe  
Notary Public

My commission expires: 4-9-19

STATE OF WYOMING     )  
  ) ss.  
COUNTY OF FREMONT    )

The foregoing instrument was acknowledged before me this 26 day of November, 2018, by MIKE EAST, Vice President of the Lander Golf Course, a Wyoming corporation, on behalf of said corporation.

Witness my hand and official seal.



Tami E. Hitshe  
Notary Public

ATTEST:

Sarah E Edlund  
SARAH EDLUND, Clerk

LANDER GOLF COURSE,

BY: Val Layton  
VAL LAYTON, President

ATTEST:

Mike East  
MIKE EAST, Vice President

STATE OF WYOMING       )  
  ) ss.  
COUNTY OF FREMONT    )

The foregoing Lease Agreement was acknowledged before me this 15 day of November, 2018, by DEL MCOMIE Mayor of the City of Lander, on behalf of the City of Lander.

Witness my hand and official seal.



Tami E Hitshe  
Notary Public

My commission expires: 4-9-19

STATE OF WYOMING       )  
  ) ss.  
COUNTY OF FREMONT    )

The foregoing Lease Agreement was acknowledged before me this 15 day of November, 2018, by SARAH EDLUND, Clerk of the City of Lander, on behalf of the City of Lander.

Witness my hand and official seal.



Tami E Hitshe  
Notary Public

My commission expires: 4-9-19

STATE OF WYOMING       )  
  ) ss.  
COUNTY OF FREMONT    )



5/2/2023

Lance Hopkin, P.E.  
Public Works Director  
City of Lander  
240 Lincoln Street  
Lander, WY 82520

Project: Lander Tank and Pump Station

RE: Letter of Recommendation Based on Bid Opening

Dear Mr. Hopkin:

The bid opening for the above-mentioned project was held at 3:00 PM Thursday, April 27<sup>th</sup>, 2023, at City Hall. We have reviewed the bid forms, bid bonds, and other required certifications for the above referenced project. Enclosed is a Bid Tabulation Sheet for the bids received. Original bid documents were returned to the City on 05/1/2023.

### Evaluation of Bids

There were 2 bidders on the project as listed in the table below. All bids were submitted on time, bids were properly executed, Disadvantaged Business Enterprise (DBE) solicitation forms were included, addendums were acknowledged, and bid bonds were provided.

There were errors in the computation of bids. Discrepancies were resolved in accordance with 15.01.C of 0200 – Instructions to Bidders. Errors are highlighted with yellow in the attached Bid Tabulation.

High Country Construction (HCC) miscalculated item 2.18, which was corrected, resulting a total price for that item of \$21,800, which, it seems, was used to come up with the total price for Schedule 2 of \$1,130,132. They also calculated the total for Schedule 3 incorrectly as \$447,906. When summed correctly, the values given for schedule 3 sum to \$445,506, which is the value used to estimate the total bid price. Item 5.20 was not multiplied correctly, nor was the subtotal for Schedule 5 correct. The correct total price for 5.20 is \$2,200 and the correct total for Schedule 5 items was \$665,590, both of which were used in the estimation of the Total Bid Price. When errors were corrected for, HCC had a Total Bid Price of \$9,484,375.50. Their submitted bid was for \$9,491,375.50. When asked if they were comfortable with the discrepancy, they stated they were comfortable with the changes made and did not want to withdraw their bid.

Montana Civil had one error, resulting from an error in the electronic bid form for item 3.4. The correct Quantity for Bid provided in the Addendum 2 Bid Form was 85 LF. The Quantity for Bid used by Montana Civil was 81, resulting in Total Price for that item of \$22,680, which was incorrect. The correct value is \$23,800, which is what was used to compute the Total Bid Price. When errors were corrected for, Montana Civil had a Total Bid Price of \$9,529,647.00. Their submitted bid was for \$9,528,527.00. The discrepancy did not result in making their bid more competitive, and thus was not examined further.





The Bid Form for this project included six Base Bid Schedules (Schedules 0, 1, 2, 3, 4, & 5), and three bid Alternates (Alternates A, B, & C). To compute the Base Bid Price, and for determination of the apparent low bidder, the total combined Bid Prices for Base Bid Schedules 0 through 5 plus the lesser of Bid Alternates “A” and “B” were used.<sup>1</sup> For both Bidders, Alternate A was the lesser in cost, and was used in the computation of the Total Bid Price. There is an in-state preference on this job, however, it was not considered in the comparison of bids because it would not affect the outcome of the bid ranking.

The Total Bid Prices for the project ranked as follows:

Bidder	Base Bid Price
High Country Construction	\$9,484,375.50
Montana Civil	\$9,529,647.00

Based on the above results, High Country Construction is the apparent low bidder.

### Apparent Low Bidder Qualifications Review

High Country Construction has recently completed large-scale projects involving both potable water infrastructure installations and complex earthwork, both of which will be required for this project. The Riverton High Pressure Project, completed in 2022, included the installation of 5 large Pressure Reducing Valve Vaults, ~13,000 LF of 16” water line, and 3 large trenchless operations. The Blue Sky Highway Realignment job, completed in 2020, included substantial amounts of demolition, grading, and earthwork, which will be required for this project as well. City of Riverton City Administrator and former Public Works Director Kyle Butterfield and WYDOT Engineer Eric Smith were contacted to inquire about HCC’s performance on these projects and both were very satisfied with HCC’s performance, stated that they were good at working through issues and setbacks, and recommended them as a good contractor. We recently completed a small water line project with them for the Eastern Shoshone Tribe and were very happy with their performance on the job. HCC has a strong reputation in our industry locally as a competent, capable organization. Furthermore, they have successfully completed projects of this magnitude and complexity recently, which is somewhat rare for some of our local contractors. Finally, they are a local contractor, which means this project will help provide local jobs and will likely give them more of an incentive to do quality work for their hometown.

### Bid Alternates Summary

Of the three bid alternates (A-C), either A or B are to be awarded based on whichever is lesser. As was stated above, the award given will include the grading plan associated with Bid Alternate “A”. Please note that this work requires the easement be obtained around the tank site on the Random Ranches, LLC Parcel. If this easement is not obtained, and the City needs to use the Grading Plan 2 covered in Alternate “B”, this will result in a \$13,425 cost increase to the City. This will need to be accomplished via Change Order because of the way the Basis of Award is written in ITB 20.03.C.

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<sup>1</sup> Reference Instructions to Bidders 20.03.C.





Bid Alternate C may or may not be awarded depending on the City's desired direction. These service lines are needed because the main they are being served by will be taken out of service as a part of this project. In addition to the need, including this work in the project for \$103,254.00 brings the project cost up to  $\$9,484,375.50 + \$103,254.00 = \$9,587,629.50$ , which falls within the City's construction budget.

### Project Budget Analysis

A summary of grant funding and estimated available City funding for the project is provided in the table below.

Funding Source	Funding (\$)
AML GRANT	\$ 3,557,554.00
WWDC GRANT	\$ 7,028,300.00
City @ 33% Match Original Funding	\$ 1,765,170.00
	<b>\$ 12,351,024.00</b>


A summary of the current project costs as estimated after the bid opening are summarized below:

Description	Funding (\$)
HCC Total Bid Price	\$9,484,375.50
Bid Alternate C	\$103,254.00
Engineering	\$1,225,935.00
5% Contingency	\$540,678.23
	<b>\$11,354,242.73</b>

As can be determined in the comparison of the total projected costs and the total budget, the City is in an excellent financial position with a roughly \$1M budget surplus - even when awarding the Bid Alternate "C" and having a roughly \$0.5M in contingency for any issues that may arise during construction.

Based on our review of the bids, HCC's qualifications, the City's budget positions, **and contingent upon concurrence from the WWDO and AML** we recommend that the Total Bid Price Plus Bid Alternate "C" be awarded to High Country Construction in the amount of  $\$9,484,375.50 + \$103,254.00 = \mathbf{\$9,587,629.50}$ .

Sincerely,  
HDR Engineering, Inc.

  
Uriel M. Shelby, P.E.  
Project Manager

Enc.: Bid Tabulation Sheet; High Country Construction and Montana Civil Bid Packages

Copy to: Wade Verplancke, P.E. – WWDO Project Manager, Mila Brown – AML Project Manager

CITY OF LANDER  
PROJECT NO. 10193520 - LANDER HIGH PRESSURE WATER SYSTEM UPGRADES - PHASE 3 PROJECTS  
BID TABULATION SHEET

HDR ENGINEERING INC.  
P. O. BOX 467  
LANDER, WY 82520  
(307) 228-6075

BID OPENING: 04/27/2023

BID SCHEDULE				1		3		HIGH	LOW	AVERAGE	ENGINEERS ESTIMATE	
ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY FOR BID	UNIT PRICE (\$)	TOTAL PRICE (\$)	UNIT PRICE (\$)	TOTAL PRICE (\$)				UNIT PRICE (\$)	TOTAL PRICE (\$)
SCHEDULE 0: GENERAL CONDITIONS												
0.1	Mobilization	LS	1	\$ 600,000.00	\$ 600,000.00	\$ 485,000.00	\$ 485,000.00	\$ 600,000.00	\$ 485,000.00	\$ 542,500.00	\$ 479,000.00	\$ 479,000.00
0.2	Contract Bonds	LS	1	\$ 80,000.00	\$ 80,000.00	\$ 46,400.00	\$ 46,400.00	\$ 80,000.00	\$ 46,400.00	\$ 63,200.00	\$ 206,000.00	\$ 206,000.00
0.3	Construction Stormwater Management	LS	1	\$ 75,000.00	\$ 75,000.00	\$ 39,300.00	\$ 39,300.00	\$ 75,000.00	\$ 39,300.00	\$ 57,150.00	\$ 20,000.00	\$ 20,000.00
0.4	Traffic Control	LS	1	\$ 50,000.00	\$ 50,000.00	\$ 30,200.00	\$ 30,200.00	\$ 50,000.00	\$ 30,200.00	\$ 40,100.00	\$ 50,000.00	\$ 50,000.00
0.5	Independent Materials Testing	LS	1	\$ 30,000.00	\$ 30,000.00	\$ 78,300.00	\$ 78,300.00	\$ 78,300.00	\$ 30,000.00	\$ 54,150.00	\$ 100,000.00	\$ 100,000.00
	GENERAL CONDITIONS SUBTOTAL				\$ 835,000.00		\$ 679,200.00					\$ 855,000.00
SCHEDULE 1: 4 MG CONCRETE ELLIS TANK												
1.1	Demolition	LS	1	\$ 350,000.00	\$ 350,000.00	\$ 321,800.00	\$ 321,800.00	\$ 350,000.00	\$ 321,800.00	\$ 335,900.00	\$ 265,000.00	\$ 265,000.00
1.2	Remove Existing and Install New Stock Waterer	LS	1	\$ 12,000.00	\$ 12,000.00	\$ 5,930.00	\$ 5,930.00	\$ 12,000.00	\$ 5,930.00	\$ 8,965.00	\$ 7,300.00	\$ 7,300.00
1.3	Foundation Surface Preparation	SY	1625	\$ 28.00	\$ 45,500.00	\$ 23.00	\$ 37,375.00	\$ 28.00	\$ 23.00	\$ 25.50	\$ 38.00	\$ 61,750.00
1.4	Structural Fill: Envelope A	CY	550	\$ 100.00	\$ 55,000.00	\$ 50.50	\$ 27,775.00	\$ 100.00	\$ 50.50	\$ 75.25	\$ 90.00	\$ 49,500.00
1.5	Structural Fill: Grading W	CY	270	\$ 150.00	\$ 40,500.00	\$ 97.00	\$ 26,190.00	\$ 150.00	\$ 97.00	\$ 123.50	\$ 96.00	\$ 25,920.00
1.6	16" Outlet Pipe and Fittings	LS	1	\$ 93,000.00	\$ 93,000.00	\$ 95,100.00	\$ 95,100.00	\$ 95,100.00	\$ 93,000.00	\$ 94,050.00	\$ 84,000.00	\$ 84,000.00
1.7	16" Inlet Pipe and Fittings	LS	1	\$ 96,000.00	\$ 96,000.00	\$ 92,500.00	\$ 92,500.00	\$ 96,000.00	\$ 92,500.00	\$ 94,250.00	\$ 88,000.00	\$ 88,000.00
1.8	4" HDPE Perimeter Drain Line	LF	110	\$ 340.00	\$ 37,400.00	\$ 40.00	\$ 4,400.00	\$ 340.00	\$ 40.00	\$ 190.00	\$ 153.00	\$ 16,830.00
1.9	10" PVC Drain line and Fittings	LF	110	\$ 577.00	\$ 63,470.00	\$ 453.00	\$ 49,830.00	\$ 577.00	\$ 453.00	\$ 515.00	\$ 510.00	\$ 56,100.00
1.10	10" Gate Valve	EA	1	\$ 5,000.00	\$ 5,000.00	\$ 7,010.00	\$ 7,010.00	\$ 7,010.00	\$ 5,000.00	\$ 6,005.00	\$ 5,300.00	\$ 5,300.00
1.11	Tank Drain Dissipation Structure	LS	1	\$ 24,000.00	\$ 24,000.00	\$ 52,800.00	\$ 52,800.00	\$ 52,800.00	\$ 24,000.00	\$ 38,400.00	\$ 14,600.00	\$ 14,600.00
1.12	Class 1 Grouted RipRap	CY	4	\$ 1,300.00	\$ 5,200.00	\$ 1,010.00	\$ 4,040.00	\$ 1,300.00	\$ 1,010.00	\$ 1,155.00	\$ 885.00	\$ 3,540.00
1.13	Class 2 RipRap	CY	20	\$ 150.00	\$ 3,000.00	\$ 192.00	\$ 3,840.00	\$ 192.00	\$ 150.00	\$ 171.00	\$ 215.00	\$ 4,300.00
1.14	Security Fence	LF	960	\$ 72.00	\$ 69,120.00	\$ 63.50	\$ 60,960.00	\$ 72.00	\$ 63.50	\$ 67.75	\$ 85.00	\$ 81,600.00
1.15	16 ft Wide Motorized Double Swing Gate	EA	1	\$ 3,000.00	\$ 3,000.00	\$ 2,650.00	\$ 2,650.00	\$ 3,000.00	\$ 2,650.00	\$ 2,825.00	\$ 30,000.00	\$ 30,000.00
1.16	4 ft Wide Single Gate	EA	1	\$ 900.00	\$ 900.00	\$ 1,150.00	\$ 1,150.00	\$ 1,150.00	\$ 900.00	\$ 1,025.00	\$ 1,500.00	\$ 1,500.00
1.17	1" PE Water service line (Tank Site to Ellis Pasture)	LF	190	\$ 13.00	\$ 2,470.00	\$ 54.50	\$ 10,355.00	\$ 54.50	\$ 13.00	\$ 33.75	\$ 31.00	\$ 5,890.00
1.18	1" Backflow Preventer and Stop/Waste Valve	EA	1	\$ 1,400.00	\$ 1,400.00	\$ 918.00	\$ 918.00	\$ 1,400.00	\$ 918.00	\$ 1,159.00	\$ 1,200.00	\$ 1,200.00
1.19	Stock Waterer Buried Electrical Conduit (Tank Site to Ellis Pasture)	LF	190	\$ 29.00	\$ 5,510.00	\$ 28.00	\$ 5,320.00	\$ 29.00	\$ 28.00	\$ 28.50	\$ 19.00	\$ 3,610.00
1.20	20 ft Wide Steel Double Swing Gate (Ellis Pasture)	EA	3	\$ 1,800.00	\$ 5,400.00	\$ 1,590.00	\$ 4,770.00	\$ 1,800.00	\$ 1,590.00	\$ 1,695.00	\$ 1,900.00	\$ 5,700.00
1.21	Woven wire, 3 strand barbwire fence (Ellis Pasture)	LF	1105	\$ 24.00	\$ 26,520.00	\$ 18.50	\$ 20,442.50	\$ 24.00	\$ 18.50	\$ 21.25	\$ 11.00	\$ 12,155.00
1.22	Extend 24" CMP Culvert (Ellis Pasture)	LF	15	\$ 145.00	\$ 2,175.00	\$ 199.00	\$ 2,985.00	\$ 199.00	\$ 145.00	\$ 172.00	\$ 140.00	\$ 2,100.00
1.23	Site Reclamation	LS	1	\$ 13,000.00	\$ 13,000.00	\$ 36,400.00	\$ 36,400.00	\$ 36,400.00	\$ 13,000.00	\$ 24,700.00	\$ 40,000.00	\$ 40,000.00
1.24	Submersible Potable Tank Mixer Package	LS	1	\$ 34,000.00	\$ 34,000.00	\$ 30,200.00	\$ 30,200.00	\$ 34,000.00	\$ 30,200.00	\$ 32,100.00	\$ 32,000.00	\$ 32,000.00
	4 MG CONCRETE ELLIS TANK SUBTOTAL				\$ 993,565.00		\$ 904,740.50					\$ 897,895.00
SCHEDULE 2: ELLIS VAULT												
2.1	36" RCP Potholing	EA	2	\$ 3,600.00	\$ 7,200.00	\$ 1,570.00	\$ 3,140.00	\$ 3,600.00	\$ 1,570.00	\$ 2,585.00	\$ 5,000.00	\$ 10,000.00
2.2	12" Sacrificial Insertion Valve and Thrust Restraint Block	LS	1	\$ 50,000.00	\$ 50,000.00	\$ 37,500.00	\$ 37,500.00	\$ 50,000.00	\$ 37,500.00	\$ 43,750.00	\$ 30,000.00	\$ 30,000.00
2.3	Demolition	LS	1	\$ 30,000.00	\$ 30,000.00	\$ 57,900.00	\$ 57,900.00	\$ 57,900.00	\$ 30,000.00	\$ 43,950.00	\$ 50,000.00	\$ 50,000.00
2.4	Plug/Abandon Old Lines	LS	1	\$ 2,600.00	\$ 2,600.00	\$ 11,900.00	\$ 11,900.00	\$ 11,900.00	\$ 2,600.00	\$ 7,250.00	\$ 2,000.00	\$ 2,000.00
2.5	Precast Structure	LS	1	\$ 260,000.00	\$ 260,000.00	\$ 265,400.00	\$ 265,400.00	\$ 265,400.00	\$ 260,000.00	\$ 262,700.00	\$ 190,000.00	\$ 190,000.00
2.6	Structure Process Piping	LS	1	\$ 240,000.00	\$ 240,000.00	\$ 236,900.00	\$ 236,900.00	\$ 240,000.00	\$ 236,900.00	\$ 238,450.00	\$ 150,000.00	\$ 150,000.00
2.7	Structure Process Liquid Analytical Measurement	LS	1	\$ 20,000.00	\$ 20,000.00	\$ 15,800.00	\$ 15,800.00	\$ 20,000.00	\$ 15,800.00	\$ 17,900.00	\$ 20,000.00	\$ 20,000.00
2.8	Structure Mechanical/HVAC	LS	1	\$ 30,000.00	\$ 30,000.00	\$ 17,600.00	\$ 17,600.00	\$ 30,000.00	\$ 17,600.00	\$ 23,800.00	\$ 3,000.00	\$ 3,000.00
2.9	Structure Deck and Rails	LS	1	\$ 47,000.00	\$ 47,000.00	\$ 43,700.00	\$ 43,700.00	\$ 47,000.00	\$ 43,700.00	\$ 45,350.00	\$ 26,500.00	\$ 26,500.00
2.10	Structure Metal Stairs & Access Ladder	LS	1	\$ 30,000.00	\$ 30,000.00	\$ 49,100.00	\$ 49,100.00	\$ 49,100.00	\$ 30,000.00	\$ 39,550.00	\$ 5,500.00	\$ 5,500.00
2.11	Structure Ceiling Mounted Electric Monorail Crane System	LS	1	\$ 94,000.00	\$ 94,000.00	\$ 92,260.00	\$ 92,260.00	\$ 94,000.00	\$ 92,260.00	\$ 93,130.00	\$ 45,000.00	\$ 45,000.00
2.12	Structure Electrical, Instrumentation, and Controls	LS	1	\$ 90,000.00	\$ 90,000.00	\$ 71,400.00	\$ 71,400.00	\$ 90,000.00	\$ 71,400.00	\$ 80,700.00	\$ 275,000.00	\$ 275,000.00
2.13	Electrical Service Modifications	LS	1	\$ 3,500.00	\$ 3,500.00	\$ 3,170.00	\$ 3,170.00	\$ 3,500.00	\$ 3,170.00	\$ 3,335.00	\$ 15,000.00	\$ 15,000.00
2.14	24" MJ x MJ Adapter	EA	1	\$ 2,000.00	\$ 2,000.00	\$ 8,060.00	\$ 8,060.00	\$ 8,060.00	\$ 2,000.00	\$ 5,030.00	\$ 1,000.00	\$ 1,000.00
2.15	24" x 16" MJ Reducer	EA	1	\$ 1,900.00	\$ 1,900.00	\$ 7,220.00	\$ 7,220.00	\$ 7,220.00	\$ 1,900.00	\$ 4,560.00	\$ 5,000.00	\$ 5,000.00
2.16	24" x 16" Reducer Thrust Block	LS	1	\$ 1,600.00	\$ 1,600.00	\$ 1,540.00	\$ 1,540.00	\$ 1,600.00	\$ 1,540.00	\$ 1,570.00	\$ 10,000.00	\$ 10,000.00
2.17	16" MJ x MJ Adapter	EA	1	\$ 1,500.00	\$ 1,500.00	\$ 4,720.00	\$ 4,720.00	\$ 4,720.00	\$ 1,500.00	\$ 3,110.00	\$ 800.00	\$ 800.00
2.18	16" MJ Butterfly Valve	EA	2	\$ 15,000.00	\$ 30,000.00	\$ 10,900.00	\$ 21,800.00	\$ 15,000.00	\$ 10,900.00	\$ 12,950.00	\$ 8,000.00	\$ 16,000.00
2.19	16" Restrained Joint C905 - DR 18 PVC Waterline	LF	117	\$ 310.00	\$ 36,270.00	\$ 241.00	\$ 28,197.00	\$ 310.00	\$ 241.00	\$ 275.50	\$ 150.00	\$ 17,550.00
2.20	16" Restrained Joint C905 - DR 18 PVC Waterline in Existing 36" RCP	LF	82	\$ 285.00	\$ 23,370.00	\$ 251.00	\$ 20,582.00	\$ 285.00	\$ 251.00	\$ 268.00	\$ 200.00	\$ 16,400.00
2.21	16" x 12" Tee	EA	1	\$ 3,200.00	\$ 3,200.00	\$ 5,910.00	\$ 5,910.00	\$ 5,910.00	\$ 3,200.00	\$ 4,555.00	\$ 5,000.00	\$ 5,000.00
2.22	12" C900 - DR 18 PVC Waterline	LF	5	\$ 400.00	\$ 2,000.00	\$ 512.00	\$ 2,560.00	\$ 512.00	\$ 400.00	\$ 456.00	\$ 100.00	\$ 500.00
2.23	12" Gate Valve	EA	1	\$ 5,700.00	\$ 5,700.00	\$ 8,360.00	\$ 8,360.00	\$ 8,360.00	\$ 5,700.00	\$ 7,030.00	\$ 5,000.00	\$ 5,000.00

CITY OF LANDER  
PROJECT NO. 10193520 - LANDER HIGH PRESSURE WATER SYSTEM UPGRADES - PHASE 3 PROJECTS  
BID TABULATION SHEET

HDR ENGINEERING INC.  
P. O. BOX 467  
LANDER, WY 82520  
(307) 228-6075

BID OPENING: 04/27/2023

BID SCHEDULE				1		3						ENGINEERS ESTIMATE	
ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY FOR BID	UNIT PRICE (\$)	TOTAL PRICE (\$)	UNIT PRICE (\$)	TOTAL PRICE (\$)					UNIT PRICE (\$)	TOTAL PRICE (\$)
2.24	12" Restrained Plug	EA	1	\$ 1,600.00	\$ 1,600.00	\$ 1,820.00	\$ 1,820.00					\$ 1,000.00	\$ 1,000.00
2.25	16" x 6" Tee	EA	1	\$ 3,500.00	\$ 3,500.00	\$ 5,600.00	\$ 5,600.00					\$ 5,000.00	\$ 5,000.00
2.26	6" C900 - DR18 PVC Waterline	LF	15	\$ 200.00	\$ 3,000.00	\$ 161.00	\$ 2,415.00					\$ 80.00	\$ 1,200.00
2.27	6" Gate Valve	EA	1	\$ 3,000.00	\$ 3,000.00	\$ 4,090.00	\$ 4,090.00					\$ 3,000.00	\$ 3,000.00
2.28	Flushing Hydrant	EA	1	\$ 10,000.00	\$ 10,000.00	\$ 8,830.00	\$ 8,830.00					\$ 2,000.00	\$ 2,000.00
2.29	Flushing Hydrant Extension	EA	1	\$ 2,200.00	\$ 2,200.00	\$ 501.00	\$ 501.00					\$ 500.00	\$ 500.00
2.30	Remove Sacrificial Valve and Thrust Restraint Block	LS	1	\$ 2,300.00	\$ 2,300.00	\$ 2,250.00	\$ 2,250.00					\$ 5,000.00	\$ 5,000.00
2.31	Remove Existing Bollard Structure	LS	1	\$ 12,000.00	\$ 12,000.00	\$ 1,890.00	\$ 1,890.00					\$ 500.00	\$ 500.00
2.32	Pipe Bollards	EA	4	\$ 1,600.00	\$ 6,400.00	\$ 1,050.00	\$ 4,200.00					\$ 600.00	\$ 2,400.00
2.33	16" x 45 Degree Bend	EA	1	\$ 3,100.00	\$ 3,100.00	\$ 4,630.00	\$ 4,630.00					\$ 2,000.00	\$ 2,000.00
2.34	Remove Existing Valve	EA	3	\$ 500.00	\$ 1,500.00	\$ 629.00	\$ 1,887.00					\$ 1,000.00	\$ 3,000.00
2.35	Remove 16" x 12" Reducer	EA	1	\$ 510.00	\$ 510.00	\$ 1,760.00	\$ 1,760.00					\$ 2,000.00	\$ 2,000.00
2.36	12" Gate Valve	EA	1	\$ 5,700.00	\$ 5,700.00	\$ 8,390.00	\$ 8,390.00					\$ 3,000.00	\$ 3,000.00
2.37	Connect to Existing at Flexible Expansion Joint	EA	1	\$ 1,650.00	\$ 1,650.00	\$ 13,300.00	\$ 13,300.00					\$ 1,000.00	\$ 1,000.00
2.38	Paving	LS	1	\$ 50,000.00	\$ 50,000.00	\$ 47,300.00	\$ 47,300.00					\$ 25,000.00	\$ 25,000.00
2.39	Sidewalk	LS	1	\$ 3,400.00	\$ 3,400.00	\$ 5,300.00	\$ 5,300.00					\$ 5,000.00	\$ 5,000.00
2.40	Carefully Compacted Backfill Under Proposed Pipe	LF	100	\$ 75.00	\$ 7,500.00	\$ 12.50	\$ 1,250.00					\$ 25.00	\$ 2,500.00
	ELLIS VAULT SUBTOTAL				\$ 1,129,200.00		\$ 1,130,132.00						\$ 963,350.00
SCHEDULE 3: RODEO PRV VAULT													
3.1	Connect to Existing 12" Waterline	EA	1	\$ 8,500.00	\$ 8,500.00	\$ 1,890.00	\$ 1,890.00					\$ 2,700.00	\$ 2,700.00
3.2	Remove Valve Box	EA	1	\$ 500.00	\$ 500.00	\$ 944.00	\$ 944.00					\$ 300.00	\$ 300.00
3.3	16" x 12" Tee (W/16" PEXFL Spool Piece)	EA	1	\$ 4,900.00	\$ 4,900.00	\$ 8,680.00	\$ 8,680.00					\$ 3,200.00	\$ 3,200.00
3.4	12" C900 - DR18 PVC Waterline	LF	85	\$ 280.00	\$ 23,800.00	\$ 195.00	\$ 16,575.00					\$ 100.00	\$ 8,500.00
3.5	12" Gate Valve	EA	3	\$ 5,600.00	\$ 16,800.00	\$ 8,360.00	\$ 25,080.00					\$ 3,900.00	\$ 11,700.00
3.6	12" Tee	EA	1	\$ 2,800.00	\$ 2,800.00	\$ 4,630.00	\$ 4,630.00					\$ 2,000.00	\$ 2,000.00
3.7	12" x 90 Degree Bend	EA	1	\$ 1,900.00	\$ 1,900.00	\$ 3,120.00	\$ 3,120.00					\$ 1,875.00	\$ 1,875.00
3.8	12" x 45 Degree Bend	EA	1	\$ 1,700.00	\$ 1,700.00	\$ 2,940.00	\$ 2,940.00					\$ 1,500.00	\$ 1,500.00
3.9	12" x 22.5 Degree Bend	EA	1	\$ 2,100.00	\$ 2,100.00	\$ 2,840.00	\$ 2,840.00					\$ 1,400.00	\$ 1,400.00
3.10	12" plug	EA	1	\$ 1,300.00	\$ 1,300.00	\$ 1,970.00	\$ 1,970.00					\$ 1,000.00	\$ 1,000.00
3.11	PRV Vault Excavation, Foundation Prep, Backfill	LS	1	\$ 2,800.00	\$ 2,800.00	\$ 6,400.00	\$ 6,400.00					\$ 30,000.00	\$ 30,000.00
3.12	PRV Vault	LS	1	\$ 200,000.00	\$ 200,000.00	\$ 162,900.00	\$ 162,900.00					\$ 117,000.00	\$ 117,000.00
3.13	16" Actuated Valve Vault Excavation, Foundation Prep, Backfill	LS	1	\$ 24,000.00	\$ 24,000.00	\$ 317.00	\$ 317.00					\$ 20,000.00	\$ 20,000.00
3.14	16" Actuated Valve Vault	LS	1	\$ 130,000.00	\$ 130,000.00	\$ 115,600.00	\$ 115,600.00					\$ 307,000.00	\$ 307,000.00
3.15	Temporary Service to Airport 8" Service	LS	1	\$ 9,000.00	\$ 9,000.00	\$ 11,400.00	\$ 11,400.00					\$ 6,300.00	\$ 6,300.00
3.16	8" Insertion Valve	EA	1	\$ 34,000.00	\$ 34,000.00	\$ 16,500.00	\$ 16,500.00					\$ 2,400.00	\$ 2,400.00
3.17	Vaults Electrical, Instrumentation, and Controls	LS	1	\$ 56,000.00	\$ 56,000.00	\$ 52,600.00	\$ 52,600.00					\$ 150,000.00	\$ 150,000.00
3.18	Pipe Bollard	EA	4	\$ 1,700.00	\$ 6,800.00	\$ 1,050.00	\$ 4,200.00					\$ 600.00	\$ 2,400.00
3.19	Remove and Replace Sidewalk, Curb and Gutter	LS	1	\$ 4,300.00	\$ 4,300.00	\$ 2,120.00	\$ 2,120.00					\$ 1,000.00	\$ 1,000.00
3.20	Exploratory Excavations	HR	6	\$ 1,000.00	\$ 6,000.00	\$ 800.00	\$ 4,800.00					\$ 400.00	\$ 2,400.00
	RODEO PRV VAULT SUBTOTAL				\$ 537,200.00		\$ 445,506.00						\$ 672,675.00
SCHEDULE 4: HOSPITAL PUMP STATION													
4.1	Exploratory Excavations	HR	6	\$ 1,300.00	\$ 7,800.00	\$ 800.00	\$ 4,800.00					\$ 400.00	\$ 2,400.00
4.2	Demolish Existing Pump Station	LS	1	\$ 22,000.00	\$ 22,000.00	\$ 28,700.00	\$ 28,700.00					\$ 10,000.00	\$ 10,000.00
4.3	Disconnect Electrical Service	LS	1	\$ 1,600.00	\$ 1,600.00	\$ 685.00	\$ 685.00					\$ 2,500.00	\$ 2,500.00
4.4	Abandon Old Lines	LS	1	\$ 4,630.00	\$ 4,630.00	\$ 11,000.00	\$ 11,000.00					\$ 5,000.00	\$ 5,000.00
4.5	Remove Existing Vault	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 3,660.00	\$ 3,660.00					\$ 7,500.00	\$ 7,500.00
4.6	Pump Station Site Grading	LS	1	\$ 21,000.00	\$ 21,000.00	\$ 17,400.00	\$ 17,400.00					\$ 30,000.00	\$ 30,000.00
4.7	Pump Station Excavation and Dewatering	LS	1	\$ 3,500.00	\$ 3,500.00	\$ 24,300.00	\$ 24,300.00					\$ 20,000.00	\$ 20,000.00
4.8	Pump Station Foundation Surface Preparation	SY	100	\$ 42.00	\$ 4,200.00	\$ 42.00	\$ 4,200.00					\$ 15.00	\$ 1,500.00
4.9	Pump Station Structural Fill: Envelope A	CY	150	\$ 105.00	\$ 15,750.00	\$ 91.00	\$ 13,650.00					\$ 70.00	\$ 10,500.00
4.10	Pump Station Structural Fill: Grading W	CY	70	\$ 105.00	\$ 7,350.00	\$ 91.00	\$ 6,370.00					\$ 80.00	\$ 5,600.00
4.11	Pump Station General Backfill	LS	1	\$ 7,500.00	\$ 7,500.00	\$ 12,500.00	\$ 12,500.00					\$ 25,000.00	\$ 25,000.00
4.12	Pump Station Building Foundation	LS	1	\$ 75,000.00	\$ 75,000.00	\$ 53,000.00	\$ 53,000.00					\$ 30,000.00	\$ 30,000.00
4.13	Concrete Encased Welded Steel Inlet and Outlet Pipe	LS	1	\$ 105,000.00	\$ 105,000.00	\$ 92,900.00	\$ 92,900.00					\$ 20,000.00	\$ 20,000.00
4.14	Pump Station Precast Structure	LS	1	\$ 251,000.00	\$ 251,000.00	\$ 246,000.00	\$ 246,000.00					\$ 192,000.00	\$ 192,000.00
4.15	Pump Station Process Liquid Analytical Measurement	LS	1	\$ 20,000.00	\$ 20,000.00	\$ 12,100.00	\$ 12,100.00					\$ 10,000.00	\$ 10,000.00

CITY OF LANDER  
PROJECT NO. 10193520 - LANDER HIGH PRESSURE WATER SYSTEM UPGRADES - PHASE 3 PROJECTS  
BID TABULATION SHEET

HDR ENGINEERING INC.  
P. O. BOX 467  
LANDER, WY 82520  
(307) 228-6075

BID OPENING: 04/27/2023

BID SCHEDULE				1		3					ENGINEERS ESTIMATE	
ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY FOR BID	MONTANA CIVIL CONSTRUCTORS, INC. BELGRADE, MT		HIGH COUNTRY CONSTRUCTION, INC. LANDER, WY		HIGH UNIT PRICE	LOW UNIT PRICE	AVERAGE UNIT PRICE	UNIT PRICE (\$)	TOTAL PRICE (\$)
				UNIT PRICE (\$)	TOTAL PRICE (\$)	UNIT PRICE (\$)	TOTAL PRICE (\$)					
4.16	Pump Station Piping	LS	1	\$ 51,000.00	\$ 51,000.00	\$ 137,800.00	\$ 137,800.00	\$ 137,800.00	\$ 51,000.00	\$ 94,400.00	\$ 75,000.00	\$ 75,000.00
4.17	Pump Station Pressure Booster System Skid and Pressure Tank	LS	1	\$ 185,000.00	\$ 185,000.00	\$ 197,900.00	\$ 197,900.00	\$ 197,900.00	\$ 185,000.00	\$ 191,450.00	\$ 182,000.00	\$ 182,000.00
4.18	Pump Station Electrical, Instrumentation, and Controls	LS	1	\$ 157,000.00	\$ 157,000.00	\$ 115,400.00	\$ 115,400.00	\$ 157,000.00	\$ 115,400.00	\$ 136,200.00	\$ 250,000.00	\$ 250,000.00
4.19	Pump Station Mechanical/HVAC	LS	1	\$ 22,000.00	\$ 22,000.00	\$ 20,100.00	\$ 20,100.00	\$ 22,000.00	\$ 20,100.00	\$ 21,050.00	\$ 7,000.00	\$ 7,000.00
4.20	Outlet Structure and Drain Line	LS	1	\$ 24,000.00	\$ 24,000.00	\$ 9,440.00	\$ 9,440.00	\$ 24,000.00	\$ 9,440.00	\$ 16,720.00	\$ 2,795.00	\$ 2,795.00
4.21	12" Min I.D. Trenchless	LF	650	\$ 335.00	\$ 217,750.00	\$ 359.00	\$ 233,350.00	\$ 359.00	\$ 335.00	\$ 347.00	\$ 300.00	\$ 195,000.00
4.22	12" C900 - DR18 PVC Waterline	LF	220	\$ 185.00	\$ 40,700.00	\$ 162.00	\$ 35,640.00	\$ 185.00	\$ 162.00	\$ 173.50	\$ 100.00	\$ 22,000.00
4.23	Connect to Existing 12" Waterline	EA	3	\$ 3,000.00	\$ 9,000.00	\$ 4,180.00	\$ 12,540.00	\$ 4,180.00	\$ 3,000.00	\$ 3,590.00	\$ 2,700.00	\$ 8,100.00
4.24	Connect 12" HDPE to 12" PVC	EA	2	\$ 2,500.00	\$ 5,000.00	\$ 3,780.00	\$ 7,560.00	\$ 3,780.00	\$ 2,500.00	\$ 3,140.00	\$ 2,000.00	\$ 4,000.00
4.25	12" Gate Valve	EA	4	\$ 5,300.00	\$ 21,200.00	\$ 7,960.00	\$ 31,840.00	\$ 7,960.00	\$ 5,300.00	\$ 6,630.00	\$ 3,900.00	\$ 15,600.00
4.26	12" x 90 Degree Bend	EA	1	\$ 5,500.00	\$ 5,500.00	\$ 3,160.00	\$ 3,160.00	\$ 5,500.00	\$ 3,160.00	\$ 4,330.00	\$ 1,875.00	\$ 1,875.00
4.27	12" x 6" Tee	EA	1	\$ 4,500.00	\$ 4,500.00	\$ 4,220.00	\$ 4,220.00	\$ 4,500.00	\$ 4,220.00	\$ 4,360.00	\$ 1,900.00	\$ 1,900.00
4.28	12" Tee	EA	1	\$ 5,000.00	\$ 5,000.00	\$ 4,710.00	\$ 4,710.00	\$ 5,000.00	\$ 4,710.00	\$ 4,855.00	\$ 2,000.00	\$ 2,000.00
4.29	12" Plug	EA	3	\$ 1,000.00	\$ 3,000.00	\$ 2,010.00	\$ 6,030.00	\$ 2,010.00	\$ 1,000.00	\$ 1,505.00	\$ 1,000.00	\$ 3,000.00
4.30	8" Plug	EA	1	\$ 950.00	\$ 950.00	\$ 1,570.00	\$ 1,570.00	\$ 1,570.00	\$ 950.00	\$ 1,260.00	\$ 600.00	\$ 600.00
4.31	6" Gate Valve	EA	1	\$ 2,750.00	\$ 2,750.00	\$ 4,170.00	\$ 4,170.00	\$ 4,170.00	\$ 2,750.00	\$ 3,460.00	\$ 2,400.00	\$ 2,400.00
4.32	6" Flushing Hydrant w/10LF of 6" Waterline	EA	1	\$ 11,000.00	\$ 11,000.00	\$ 10,600.00	\$ 10,600.00	\$ 11,000.00	\$ 10,600.00	\$ 10,800.00	\$ 9,200.00	\$ 9,200.00
4.33	Crushed Base (Approach)	LS	1	\$ 7,300.00	\$ 7,300.00	\$ 3,960.00	\$ 3,960.00	\$ 7,300.00	\$ 3,960.00	\$ 5,630.00	\$ 4,200.00	\$ 4,200.00
4.34	Remove & Salvage Valve (To Owner)	EA	1	\$ 900.00	\$ 900.00	\$ 842.00	\$ 842.00	\$ 900.00	\$ 842.00	\$ 871.00	\$ 550.00	\$ 550.00
4.35	Remove & Salvage Valve Box (To Owner)	EA	6	\$ 900.00	\$ 5,400.00	\$ 1,250.00	\$ 7,500.00	\$ 1,250.00	\$ 900.00	\$ 1,075.00	\$ 400.00	\$ 2,400.00
4.36	Slurry Trench and Waterline Plug	LS	1	\$ 3,000.00	\$ 3,000.00	\$ 11,800.00	\$ 11,800.00	\$ 11,800.00	\$ 3,000.00	\$ 7,400.00	\$ 8,000.00	\$ 8,000.00
4.37	Remove and Replace Asphalt	SF	200	\$ 75.00	\$ 15,000.00	\$ 54.00	\$ 10,800.00	\$ 75.00	\$ 54.00	\$ 64.50	\$ 15.00	\$ 3,000.00
4.38	6' Chainlink Fence	LF	140	\$ 66.00	\$ 9,240.00	\$ 53.00	\$ 7,420.00	\$ 66.00	\$ 53.00	\$ 59.50	\$ 50.00	\$ 7,000.00
4.39	Topsoil and Sod	SY	300	\$ 75.00	\$ 22,500.00	\$ 62.50	\$ 18,750.00	\$ 75.00	\$ 62.50	\$ 68.75	\$ 16.00	\$ 4,800.00
4.40	Pump Station Sidewalk	LS	1	\$ 17,000.00	\$ 17,000.00	\$ 2,120.00	\$ 2,120.00	\$ 17,000.00	\$ 2,120.00	\$ 9,560.00	\$ 5,000.00	\$ 5,000.00
HOSPITAL PUMP STATION SUBTOTAL					\$ 1,397,020.00		\$ 1,430,487.00					\$ 1,189,420.00
SCHEDULE 5: MAGER TRANSMISSION MAIN AND PRV VAULT												
5.1	Exploratory Excavations	HR	10	\$ 1,400.00	\$ 14,000.00	\$ 800.00	\$ 8,000.00	\$ 1,400.00	\$ 800.00	\$ 1,100.00	\$ 400.00	\$ 4,000.00
5.2	Connect to Existing 12" Cross	EA	1	\$ 2,300.00	\$ 2,300.00	\$ 4,180.00	\$ 4,180.00	\$ 4,180.00	\$ 2,300.00	\$ 3,240.00	\$ 2,700.00	\$ 2,700.00
5.3	Plug/Abandon Old Lines	LS	1	\$ 4,000.00	\$ 4,000.00	\$ 10,900.00	\$ 10,900.00	\$ 10,900.00	\$ 4,000.00	\$ 7,450.00	\$ 1,600.00	\$ 1,600.00
5.4	20" x 16" Tee - Hot Tap	EA	1	\$ 9,000.00	\$ 9,000.00	\$ 22,300.00	\$ 22,300.00	\$ 22,300.00	\$ 9,000.00	\$ 15,650.00	\$ 20,000.00	\$ 20,000.00
5.5	20" I.D. Casing w/ 16" C900 - DR 18 RJ or FPVC Waterline	LF	100	\$ 1,500.00	\$ 150,000.00	\$ 1,350.00	\$ 135,000.00	\$ 1,500.00	\$ 1,350.00	\$ 1,425.00	\$ 500.00	\$ 50,000.00
5.6	16" C900 - DR 18 PVC Waterline	LF	464	\$ 268.00	\$ 124,352.00	\$ 180.00	\$ 83,520.00	\$ 268.00	\$ 180.00	\$ 224.00	\$ 150.00	\$ 69,600.00
5.7	16" Butterfly Valve (FL x MJ)	EA	1	\$ 23,000.00	\$ 23,000.00	\$ 9,830.00	\$ 9,830.00	\$ 23,000.00	\$ 9,830.00	\$ 16,415.00	\$ 5,200.00	\$ 5,200.00
5.8	16" x 45 Degree Bend	EA	6	\$ 2,800.00	\$ 16,800.00	\$ 5,600.00	\$ 33,600.00	\$ 5,600.00	\$ 2,800.00	\$ 4,200.00	\$ 2,000.00	\$ 12,000.00
5.9	16" x 90 Degree Bend	EA	1	\$ 3,200.00	\$ 3,200.00	\$ 3,970.00	\$ 3,970.00	\$ 3,970.00	\$ 3,200.00	\$ 3,585.00	\$ 2,500.00	\$ 2,500.00
5.10	16" Tee	EA	1	\$ 4,200.00	\$ 4,200.00	\$ 6,220.00	\$ 6,220.00	\$ 6,220.00	\$ 4,200.00	\$ 5,210.00	\$ 2,666.67	\$ 2,666.67
5.11	16" x 12" Reducer	EA	2	\$ 2,000.00	\$ 4,000.00	\$ 3,560.00	\$ 7,120.00	\$ 3,560.00	\$ 2,000.00	\$ 2,780.00	\$ 2,000.00	\$ 4,000.00
5.12	12" C900 - DR18 PVC Waterline	LF	300	\$ 204.00	\$ 61,200.00	\$ 138.00	\$ 41,400.00	\$ 204.00	\$ 138.00	\$ 171.00	\$ 100.00	\$ 30,000.00
5.13	12" Gate Valve	EA	2	\$ 5,600.00	\$ 11,200.00	\$ 8,480.00	\$ 16,960.00	\$ 8,480.00	\$ 5,600.00	\$ 7,040.00	\$ 3,900.00	\$ 7,800.00
5.14	12" Plug	EA	1	\$ 1,100.00	\$ 1,100.00	\$ 2,010.00	\$ 2,010.00	\$ 2,010.00	\$ 1,100.00	\$ 1,555.00	\$ 1,000.00	\$ 1,000.00
5.15	Rem & Repl. 18" CMP Culvert	LF	130	\$ 135.00	\$ 17,550.00	\$ 100.00	\$ 13,000.00	\$ 135.00	\$ 100.00	\$ 117.50	\$ 60.00	\$ 7,800.00
5.16	Remove & Salvage Valve/Valve Box (To Owner)	EA	1	\$ 500.00	\$ 500.00	\$ 2,680.00	\$ 2,680.00	\$ 2,680.00	\$ 500.00	\$ 1,590.00	\$ 950.00	\$ 950.00
5.17	PRV Vault Excavation, Dewatering, Foundation Prep, Backfill	LS	1	\$ 28,000.00	\$ 28,000.00	\$ 18,200.00	\$ 18,200.00	\$ 28,000.00	\$ 18,200.00	\$ 23,100.00	\$ 20,000.00	\$ 20,000.00
5.18	PRV Vault	LS	1	\$ 205,000.00	\$ 205,000.00	\$ 147,000.00	\$ 147,000.00	\$ 205,000.00	\$ 147,000.00	\$ 176,000.00	\$ 117,000.00	\$ 117,000.00
5.19	Vault Electrical, Instrumentation, and Controls	LS	1	\$ 60,000.00	\$ 60,000.00	\$ 53,400.00	\$ 53,400.00	\$ 60,000.00	\$ 53,400.00	\$ 56,700.00	\$ 100,000.00	\$ 100,000.00
5.20	Pipe Bollard	EA	2	\$ 1,000.00	\$ 2,000.00	\$ 1,100.00	\$ 2,200.00	\$ 1,100.00	\$ 1,000.00	\$ 1,050.00	\$ 600.00	\$ 1,200.00
5.21	Air Vac	EA	1	\$ 31,000.00	\$ 31,000.00	\$ 9,020.00	\$ 9,020.00	\$ 31,000.00	\$ 9,020.00	\$ 20,010.00	\$ 6,000.00	\$ 6,000.00
5.22	Remove and Replace Asphalt Paving	SY	95	\$ 140.00	\$ 13,300.00	\$ 197.00	\$ 18,715.00	\$ 197.00	\$ 140.00	\$ 168.50	\$ 40.00	\$ 3,800.00
5.23	Remove and Replace Grading "W" Base - 6 IN Thick	TONS	30	\$ 110.00	\$ 3,300.00	\$ 55.50	\$ 1,665.00	\$ 110.00	\$ 55.50	\$ 82.75	\$ 45.00	\$ 1,350.00
5.24	Temporary 12" Vault Bypass Routing and Tie-In	LS	1	\$ 25,000.00	\$ 25,000.00	\$ 14,700.00	\$ 14,700.00	\$ 25,000.00	\$ 14,700.00	\$ 19,850.00	\$ 20,000.00	\$ 20,000.00
MAGER PRV VAULT SUBTOTAL					\$ 814,002.00		\$ 665,590.00					\$ 491,166.67
BID ALTERNATES												\$ -
A	Tank Grading Plan 1	LS	1	\$ 3,823,660.00	\$ 3,823,660.00	\$ 4,228,720.00	\$ 4,228,720.00	\$ 4,228,720.00	\$ 3,823,660.00	\$ 4,026,190.00	\$ 4,014,800.00	\$ 4,014,800.00
B	Tank Grading Plan 2	LS	1	\$ 3,874,380.00	\$ 3,874,380.00	\$ 4,242,145.00	\$ 4,242,145.00	\$ 4,242,145.00	\$ 3,874,380.00	\$ 4,058,262.50	\$ 4,382,172.50	\$ 4,382,172.50

CITY OF LANDER  
PROJECT NO. 10193520 - LANDER HIGH PRESSURE WATER SYSTEM UPGRADES - PHASE 3 PROJECTS  
BID TABULATION SHEET

HDR ENGINEERING INC.  
P. O. BOX 467  
LANDER, WY 82520  
(307) 228-6075

BID OPENING: 04/27/2023

BID SCHEDULE				1		3					ENGINEERS ESTIMATE	
ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY FOR BID	MONTANA CIVIL CONSTRUCTORS, INC. BELGRADE, MT		HIGH COUNTRY CONSTRUCTION, INC. LANDER, WY		HIGH UNIT PRICE	LOW UNIT PRICE	AVERAGE UNIT PRICE	UNIT PRICE (\$)	TOTAL PRICE (\$)
				UNIT PRICE (\$)	TOTAL PRICE (\$)	UNIT PRICE (\$)	TOTAL PRICE (\$)					
C	Mager Service Lines	LS	1	\$ 135,600.00	\$ 135,600.00	\$ 103,254.00	\$ 103,254.00	\$ 135,600.00	\$ 103,254.00	\$ 119,427.00	\$ 103,254.00	\$ 103,254.00
A TANK GRADING PLAN 1												
A.1	Topsoil Stripping and Stockpiling - Tank Grading Plan 1	CY	2600	\$ 5.00	\$ 13,000.00	\$ 4.80	\$ 12,480.00	\$ 5.00	\$ 4.80	\$ 4.90	\$ 4.50	\$ 11,700.00
A.2	Topsoil Placement - Tank Grading Plan 1	CY	2600	\$ 3.00	\$ 7,800.00	\$ 6.50	\$ 16,900.00	\$ 6.50	\$ 3.00	\$ 4.75	\$ 7.25	\$ 18,850.00
A.3	Clearing and Grubbing - Tank Grading Plan 1	LS	1	\$ 4,000.00	\$ 4,000.00	\$ 48,500.00	\$ 48,500.00	\$ 48,500.00	\$ 4,000.00	\$ 26,250.00	\$ 19,300.00	\$ 19,300.00
A.4	General Excavation - Tank Grading Plan 1	LS	1	\$ 175,000.00	\$ 175,000.00	\$ 266,000.00	\$ 266,000.00	\$ 266,000.00	\$ 175,000.00	\$ 220,500.00	\$ 75,000.00	\$ 75,000.00
A.5	Rock Excavation - Tank Grading Plan 1	CY	4200	\$ 40.00	\$ 168,000.00	\$ 23.50	\$ 98,700.00	\$ 40.00	\$ 23.50	\$ 31.75	\$ 63.00	\$ 264,600.00
A.6	General Backfill - Tank Grading Plan 1	LS	1	\$ 150,000.00	\$ 150,000.00	\$ 263,000.00	\$ 263,000.00	\$ 263,000.00	\$ 150,000.00	\$ 206,500.00	\$ 98,400.00	\$ 98,400.00
A.7	6" Thick Grading W or Washed Rock - Tank Grading Plan 1	CY	1590	\$ 54.00	\$ 85,860.00	\$ 46.00	\$ 73,140.00	\$ 54.00	\$ 46.00	\$ 50.00	\$ 105.00	\$ 166,950.00
A.8	4 MG AWWA D110 Type III Prestressed Concrete Water Storage Tank - Tank	LS	1	\$ 3,220,000.00	\$ 3,220,000.00	\$ 3,450,000.00	\$ 3,450,000.00	\$ 3,450,000.00	\$ 3,220,000.00	\$ 3,335,000.00	\$ 3,360,000.00	\$ 3,360,000.00
B TANK GRADING PLAN 2												
B.1	Topsoil Stripping and Stockpiling - Tank Grading Plan 2	CY	2150	\$ 5.00	\$ 10,750.00	\$ 4.80	\$ 10,320.00	\$ 5.00	\$ 4.80	\$ 4.90	\$ 4.50	\$ 9,675.00
B.2	Topsoil Placement - Tank Grading Plan 2	CY	2150	\$ 3.00	\$ 6,450.00	\$ 6.50	\$ 13,975.00	\$ 6.50	\$ 3.00	\$ 4.75	\$ 7.25	\$ 15,587.50
B.3	Clearing and Grubbing - Tank Grading Plan 2	LS	1	\$ 4,000.00	\$ 4,000.00	\$ 48,500.00	\$ 48,500.00	\$ 48,500.00	\$ 4,000.00	\$ 26,250.00	\$ 19,300.00	\$ 19,300.00
B.4	General Excavation - Tank Grading Plan 2	LS	1	\$ 75,000.00	\$ 75,000.00	\$ 383,300.00	\$ 383,300.00	\$ 383,300.00	\$ 75,000.00	\$ 229,150.00	\$ 191,000.00	\$ 191,000.00
B.5	Rock Excavation - Tank Grading Plan 2	CY	1020	\$ 35.00	\$ 35,700.00	\$ 33.00	\$ 33,660.00	\$ 35.00	\$ 33.00	\$ 34.00	\$ 63.00	\$ 64,260.00
B.6	General Backfill - Tank Grading Plan 2	LS	1	\$ 100,000.00	\$ 100,000.00	\$ 91,800.00	\$ 91,800.00	\$ 100,000.00	\$ 91,800.00	\$ 95,900.00	\$ 120,000.00	\$ 120,000.00
B.7	6" Thick Grading W or Washed Rock - Tank Grading Plan 2	CY	1070	\$ 54.00	\$ 57,780.00	\$ 37.00	\$ 39,590.00	\$ 54.00	\$ 37.00	\$ 45.50	\$ 105.00	\$ 112,350.00
B.8	4 MG AWWA D110 Type III Prestressed Concrete Water Storage Tank - Tank	LS	1	\$ 3,584,700.00	\$ 3,584,700.00	\$ 3,621,000.00	\$ 3,621,000.00	\$ 3,621,000.00	\$ 3,584,700.00	\$ 3,602,850.00	\$ 3,850,000.00	\$ 3,850,000.00
C MAGER SERVICE LINES												
C.1	Connect to Existing Water Service at Curb Stop and Remove Curb Stop	EA	2	\$ 3,000.00	\$ 6,000.00	\$ 1,630.00	\$ 3,260.00	\$ 3,000.00	\$ 1,630.00	\$ 2,315.00	\$ 1,340.00	\$ 2,680.00
C.2	2" Compression 90 Deg Bend	EA	1	\$ 900.00	\$ 900.00	\$ 502.00	\$ 502.00	\$ 900.00	\$ 502.00	\$ 701.00	\$ 550.00	\$ 550.00
C.3	2" Compression 45 Deg Bend	EA	1	\$ 800.00	\$ 800.00	\$ 437.00	\$ 437.00	\$ 800.00	\$ 437.00	\$ 618.50	\$ 505.00	\$ 505.00
C.4	2" PE Service Line	LF	30	\$ 150.00	\$ 4,500.00	\$ 77.50	\$ 2,325.00	\$ 150.00	\$ 77.50	\$ 113.75	\$ 72.00	\$ 2,160.00
C.5	Plug/Abandon Old Lines	EA	4	\$ 600.00	\$ 2,400.00	\$ 2,010.00	\$ 8,040.00	\$ 2,010.00	\$ 600.00	\$ 1,305.00	\$ 775.00	\$ 3,100.00
C.6	20" Service Saddle for 2" Service w/ Corp Stop	EA	3	\$ 3,000.00	\$ 9,000.00	\$ 2,740.00	\$ 8,220.00	\$ 3,000.00	\$ 2,740.00	\$ 2,870.00	\$ 2,400.00	\$ 7,200.00
C.7	2" Curb Valve and Curb Service Box	EA	3	\$ 2,000.00	\$ 6,000.00	\$ 3,890.00	\$ 11,670.00	\$ 3,890.00	\$ 2,000.00	\$ 2,945.00	\$ 1,530.00	\$ 4,590.00
C.8	Meter Pit Assembly	EA	3	\$ 8,500.00	\$ 25,500.00	\$ 4,090.00	\$ 12,270.00	\$ 8,500.00	\$ 4,090.00	\$ 6,295.00	\$ 7,850.00	\$ 23,550.00
C.9	Continuous Collar Around Curb Service Boxes and Meter Pits	EA	1	\$ 4,000.00	\$ 4,000.00	\$ 1,000.00	\$ 1,000.00	\$ 4,000.00	\$ 1,000.00	\$ 2,500.00	\$ 2,370.00	\$ 2,370.00
C.10	Exploratory Excavations	HR	3	\$ 1,300.00	\$ 3,900.00	\$ 800.00	\$ 2,400.00	\$ 1,300.00	\$ 800.00	\$ 1,050.00	\$ 860.00	\$ 2,580.00
C.11	Trenchless 2" PE Service Line	LF	660	\$ 110.00	\$ 72,600.00	\$ 80.50	\$ 53,130.00	\$ 110.00	\$ 80.50	\$ 95.25	\$ 97.00	\$ 64,020.00

SCHEDULE 0: GENERAL CONDITIONS SUBTOTAL				\$ 835,000.00		\$ 679,200.00					\$ 855,000.00
SCHEDULE 1: 4 MG CONCRETE ELLIS TANK SUBTOTAL				\$ 993,565.00		\$ 904,740.50					\$ 897,895.00
SCHEDULE 2: ELLIS VAULT SUBTOTAL				\$ 1,129,200.00		\$ 1,130,132.00					\$ 963,350.00
SCHEDULE 3: RODEO PRV VAULT SUBTOTAL				\$ 537,200.00		\$ 445,506.00					\$ 672,675.00
SCHEDULE 4: HOSPITAL PUMP STATION SUBTOTAL				\$ 1,397,020.00		\$ 1,430,487.00					\$ 1,189,420.00
SCHEDULE 5: MAGER TRANSMISSION MAIN AND PRV VAULT SUBTOTAL				\$ 814,002.00		\$ 665,590.00					\$ 491,166.67
LESSER OF BID ALTERNATES "A" AND "B"				\$ 3,823,660.00		\$ 4,228,720.00					\$ 4,014,800.00
5% CONTINGENCY											\$ 454,215.33

TOTAL BID PRICE				\$ 9,529,647.00		\$ 9,484,375.50					\$ 9,538,522.00
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**BID FORM**  
**FOR CONSTRUCTION CONTRACTS**  
Lander High Pressure Water System Upgrades – Phase III Projects

Prepared by



Issued and Published Jointly by





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**BID FORM – ADDEDNUM+ Z**

**PROJECT IDENTIFICATION:** Lander High Pressure Water System Upgrades – Phase III Projects

**CONTRACT IDENTIFICATION:** PROJECT No. 10193520

1.01 This Bid is submitted to:

City of Lander  
C/O Mayor  
240 Lincoln Street  
Lander, WY 82520

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

**ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS**

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

2.02 BIDDER will sign and deliver the required number of counterparts of the AGREEMENT with the Bonds and other documents required by the Bidding Requirements within 30 days after the date of OWNER's Notice of Award.

**ARTICLE 3 – BIDDER'S REPRESENTATIONS**

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
<u>1</u>	<u>4/21</u>
<u>2</u>	<u>4/24</u>

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. If there are no reports or drawings of the type referred to in this representation, either modify or delete the paragraph.

- E. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- F. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- G. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- H. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- K. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

#### ARTICLE 4 – BIDDER'S CERTIFICATION

##### 4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;

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

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**ARTICLE 5 – BASIS OF BID**

- 5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

SCHEDULE 0: GENERAL CONDITIONS					
ITEM NO.	DESCRIPTION	UNIT	QTY FOR BID	UNIT PRICE (\$)	TOTAL PRICE (\$)
0.1	Mobilization	LS	1	485,000.00	485,000.00
0.2	Contract Bonds	LS	1	46,400.00	46,400.00
0.3	Construction Stormwater Management	LS	1	39,300.00	39,300.00
0.4	Traffic Control	LS	1	30,200.00	30,200.00
0.5	Independent Materials Testing	LS	1	78,300.00	78,300.00
GENERAL CONDITIONS SUBTOTAL					679,200.00

SCHEDULE 1: 4 MG CONCRETE ELLIS TANK					
ITEM NO.	DESCRIPTION	UNIT	QTY FOR BID	UNIT PRICE (\$)	TOTAL PRICE (\$)
1.1	Demolition	LS	1	321,800.00	321,800.00
1.2	Remove Existing and Install New Stock Waterer	LS	1	5,930.00	5,930.00
1.3	Foundation Surface Preparation	SY	1,625	23.00	37,375.00
1.4	Structural Fill: Envelope A	CY	550	50.50	27,775.00
1.5	Structural Fill: Grading W	CY	270	97.00	26,190.00
1.6	16" Outlet Pipe and Fittings	LS	1	95,100.00	95,100.00
1.7	16" Inlet Pipe and Fittings	LS	1	92,500.00	92,500.00
1.8	4" HDPE Perimeter Drain Line	LF	110	40.00	4,400.00
1.9	10" PVC Drain line and Fittings	LF	110	453.00	49,830.00
1.10	10" Gate Valve	EA	1	7,010.00	7,010.00
1.11	Tank Drain Dissipation Structure	LS	1	52,800.00	52,800.00
1.12	Class 1 Grouted RipRap	CY	4	1,010.00	4,040.00
1.13	Class 2 RipRap	CY	20	182.00	3,640.00
1.14	Security Fence	LF	960	63.50	60,960.00
1.15	16 ft Wide Motorized Double Swing Gate	EA	1	2,650.00	2,650.00
1.16	4 ft Wide Single Gate	EA	1	1,150.00	1,150.00
1.17	1" PE Water service line (Tank Site to Ellis Pasture)	LF	190	54.50	10,355.00
1.18	1" Backflow Preventer and Stop/Waste Valve	EA	1	918.00	918.00
1.19	Stock Waterer Buried Electrical Conduit (Tank Site to Ellis Pasture)	LF	190	28.00	5,320.00
1.20	20 ft Wide Steel Double Swing Gate (Ellis Pasture)	EA	3	1,590.00	4,770.00
1.21	Woven wire, 3 strand barbwire fence (Ellis Pasture)	LF	1105	18.50	20,442.50
1.22	Extend 24" CMP Culvert (Ellis Pasture)	LF	15	199.00	2,985.00
1.23	Site Reclamation	LS	1	36,400.00	36,400.00
1.24	Submersible Potable Tank Mixer Package	LS	1	30,200.00	30,200.00
4 MG CONCRETE ELLIS TANK SUBTOTAL					904,740.50



SCHEDULE 2: ELLIS VAULT					
ITEM NO.	DESCRIPTION	UNIT	QTY FOR BID	UNIT PRICE (\$)	TOTAL PRICE (\$)
2.1	36" RCP Potholing	EA	2	1,570.00	3,140.00
2.2	12" Sacrificial Insertion Valve and Thrust Restraint Block	LS	1	37,500.00	37,500.00
2.3	Demolition	LS	1	57,900.00	57,900.00
2.4	Plug/Abandon Old Lines	LS	1	11,900.00	11,900.00
2.5	Precast Structure	LS	1	236,900.00	236,900.00
2.6	Structure Process Piping	LS	1	236,900.00	236,900.00
2.7	Structure Process Liquid Analytical Measurement	LS	1	15,800.00	15,800.00
2.8	Structure Mechanical/HVAC	LS	1	17,600.00	17,600.00
2.9	Structure Deck and Rails	LS	1	43,700.00	43,700.00
2.10	Structure Metal Stairs & Access Ladder	LS	1	49,100.00	49,100.00
2.11	Structure Ceiling Mounted Electric Monorail Crane System	LS	1	92,200.00	92,200.00
2.12	Structure Electrical, Instrumentation, and Controls	LS	1	71,400.00	71,400.00
2.13	Electrical Service Modifications	LS	1	3,170.00	3,170.00
2.14	24" MJ x MJ Adapter	EA	1	8,060.00	8,060.00
2.15	24" x 16" MJ Reducer	EA	1	7,220.00	7,220.00
2.16	24" x 16" Reducer Thrust Block	LS	1	1,540.00	1,540.00
2.17	16" MJ x MJ Adapter	EA	1	4,720.00	4,720.00
2.18	16" MJ Butterfly Valve	EA	2	10,900.00	10,900.00
2.19	16" Restrained Joint C905 - DR 18 PVC Waterline	LF	117	241.00	28,197.00
2.20	16" Restrained Joint C905 - DR 18 PVC Waterline in Existing 36" RCP casing	LF	82	251.00	20,582.00
2.21	16" x 12" Tee	EA	1	5,910.00	5,910.00
2.22	12" C900 - DR 18 PVC Waterline	LF	5	512.00	2,560.00
2.23	12" Gate Valve	EA	1	8,360.00	8,360.00
2.24	12" Restrained Plug	EA	1	1,820.00	1,820.00
2.25	16" x 6" Tee	EA	1	5,600.00	5,600.00
2.26	6" C900 - DR18 PVC Waterline	LF	15	161.00	2,415.00
2.27	6" Gate Valve	EA	1	4,090.00	4,090.00
2.28	Flushing Hydrant	EA	1	8,830.00	8,830.00
2.29	Flushing Hydrant Extension	EA	1	501.00	501.00
2.30	Remove Sacrificial Valve and Thrust Restraint Block	LS	1	2,250.00	2,250.00
2.31	Remove Existing Bollard Structure	LS	1	1,890.00	1,890.00
2.32	Pipe Bollards	EA	4	1,050.00	4,200.00
2.33	16" x 45 Degree Bend	EA	1	4,630.00	4,630.00
2.34	Remove Existing Valve	EA	3	629.00	1,887.00
2.35	Remove 16" x 12" Reducer	EA	1	1,760.00	1,760.00
2.36	12" Gate Valve	EA	1	8,390.00	8,390.00
2.37	Connect to Existing at Flexible Expansion Joint	EA	1	13,300.00	13,300.00
2.38	Paving	LS	1	47,300.00	47,300.00
2.39	Sidewalk	LS	1	5,300.00	5,300.00
2.40	Carefully Compacted Backfill Under Proposed Pipe	LF	100	12.50	1,250.00
ELLIS VAULT SUBTOTAL					1,130,132.00



SCHEDULE 3: RODEO PRV VAULT						
ITEM NO.	DESCRIPTION	UNIT	QTY FOR BID	UNIT PRICE (\$)	TOTAL PRICE (\$)	
3.1	Connect to Existing 12" Waterline	EA	1	1,890.00	1,890	
3.2	Remove Valve Box	EA	1	944.00	944	
3.3	16" x 12" Tee (W/16" PEXFL Spool Piece)	EA	1	8,680.00	8,680	
3.4	12" C900 - DR18 PVC Waterline	LF	85	195.00	16,575	
3.5	12" Gate Valve	EA	3	8,360.00	25,080	
3.6	12" Tee	EA	1	4,630.00	4,630	
3.7	12" x 90 Degree Bend	EA	1	3,120.00	3,120	
3.8	12" x 45 Degree Bend	EA	1	2,940.00	2,940	
3.9	12" x 22.5 Degree Bend	EA	1	2,840.00	2,840	
3.10	12" plug	EA	1	1,970.00	1,970	
3.11	PRV Vault Excavation, Foundation Prep, Backfill	LS	1	6,400.00	6,400	
3.12	PRV Vault	LS	1	162,900.00	162,900.00	
3.13	16" Actuated Valve Vault Excavation, Foundation Prep, Backfill	LS	1	317.00	317	
3.14	16" Actuated Valve Vault	LS	1	115,600.00	115,600	
3.15	Temporary Service to Airport 8" Service	LS	1	11,400.00	11,400	
3.16	8" Insertion Valve	EA	1	16,500.00	16,500	
3.17	Vaults Electrical, Instrumentation, and Controls	LS	1	52,600.00	52,600	
3.18	Pipe Bollard	EA	4	1,050.00	4,200	
3.19	Remove and Replace Sidewalk, Curb and Gutter	LS	1	2,120.00	2,120	
3.20	Exploratory Excavations	HR	6	800.00	4,800	
RODEO PRV VAULT SUBTOTAL					447,906.00	

SCHEDULE 4: HOSPITAL PUMP STATION					
ITEM NO.	DESCRIPTION	UNIT	QTY FOR BID	UNIT PRICE (\$)	TOTAL PRICE (\$)
4.1	Exploratory Excavations	HR	6	800.00	4,800
4.2	Demolish Existing Pump Station	LS	1	28,700.00	28,700
4.3	Disconnect Electrical Service	LS	1	685.00	685
4.4	Abandon Old Lines	LS	1	11,000.00	11,000
4.5	Remove Existing Vault	LS	1	3660.00	3660
4.6	Pump Station Site Grading	LS	1	17,400.00	17,400
4.7	Pump Station Excavation and Dewatering	LS	1	29,300.00	29,300
4.8	Pump Station Foundation Surface Preparation	SY	100	42.00	4,200
4.9	Pump Station Structural Fill: Envelope A	CY	150	91.00	13,650
4.10	Pump Station Structural Fill: Grading W	CY	70	91.00	6,370
4.11	Pump Station General Backfill	LS	1	12,800.00	12,800
4.12	Pump Station Building Foundation	LS	1	53,000.00	53,000
4.13	Concrete Encased Welded Steel Inlet and Outlet Pipe	LS	1	92,900.00	92,900
4.14	Pump Station Precast Structure	LS	1	246,000.00	246,000.00
4.15	Pump Station Process Liquid Analytical Measurement	LS	1	12,100.00	12,100
4.16	Pump Station Piping	LS	1	137,800.00	137,800
4.17	Pump Station Pressure Booster System Skid and Pressure Tank	LS	1	197,900.00	197,900
4.18	Pump Station Electrical, Instrumentation, and Controls	LS	1	115,900.00	115,900
4.19	Pump Station Mechanical/HVAC	LS	1	20,100.00	20,100
4.20	Outlet Structure and Drain Line	LS	1	9,940.00	9,940
4.21	12" Min I.D. Trenchless	LF	650	359.00	233,350
4.22	12" C900 - DR18 PVC Waterline	LF	220	162.00	35,640
4.23	Connect to Existing 12" Waterline	EA	3	4,180.00	12,540
4.24	Connect 12" HDPE to 12" PVC	EA	2	3,780.00	7,560
4.25	12" Gate Valve	EA	4	7,960.00	31,840
4.26	12" x 90 Degree Bend	EA	1	3,160.00	3,160
4.27	12" x 6" Tee	EA	1	4,220.00	4,220
4.28	12" Tee	EA	1	4,710.00	4,710
4.29	12" Plug	EA	3	2,010.00	6,030
4.30	8" Plug	EA	1	1,570.00	1,570
4.31	6" Gate Valve	EA	1	4,170.00	4,170
4.32	6" Flushing Hydrant w/10LF of 6" Waterline	EA	1	10,600.00	10,600
4.33	Crushed Base (Approach)	LS	1	3,960.00	3,960
4.34	Remove & Salvage Valve (To Owner)	EA	1	892.00	892
4.35	Remove & Salvage Valve Box (To Owner)	EA	6	1,250.00	7,500
4.36	Slurry Trench and Waterline Plug	LS	1	11,800.00	11,800
4.37	Remove and Replace Asphalt	SF	200	54.00	10,800
4.38	6' Chainlink Fence	LF	140	53.00	7,420
4.39	Topsoil and Sod	SY	300	62.50	18,750
4.40	Pump Station Sidewalk	LS	1	2,120.00	2,120
HOSPITAL PUMP STATION SUBTOTAL					1,430,487.00

SCHEDULE 5: MAGER TRANSMISSION MAIN AND PRV VAULT					
ITEM NO.	DESCRIPTION	UNIT	QTY FOR BID	UNIT PRICE (\$)	TOTAL PRICE (\$)
5.1	Exploratory Excavations	HR	10	800.00	8,000
5.2	Connect to Existing 12" Cross	EA	1	4,180.00	4,180
5.3	Plug/Abandon Old Lines	LS	1	10,900.00	10,900
5.4	20" x 16" Tee - Hot Tap	EA	1	22,300.00	22,300
5.5	24" I.D. Casing w/ 16" C900 - DR 18 RJ or FPVC Waterline	LF	100	1,350.00	135,000
5.6	16" C900 - DR 18 PVC Waterline	LF	464	180.00	83,520
5.7	16" Butterfly Valve (FL x MJ)	EA	1	9,830.00	9,830
5.8	16" x 45 Degree Bend	EA	6	5,600.00	33,600
5.9	16" x 90 Degree Bend	EA	1	3,920.00	3,920
5.10	16" Tee	EA	1	6,220.00	6,220
5.11	16" x 12" Reducer	EA	2	3,560.00	7,120
5.12	12" C900 - DR18 PVC Waterline	LF	300	138.00	41,400
5.13	12" Gate Valve	EA	2	8,480.00	16,960
5.14	12" Plug	EA	1	2,010.00	2,010
5.15	Rem & Repl. 18" CMP Culvert	LF	130	100.00	13,000
5.16	Remove & Salvage Valve/Valve Box (To Owner)	EA	1	2,680.00	2,680
5.17	PRV Vault Excavation, Dewatering, Foundation Prep, Backfill	LS	1	18,200.00	18,200
5.18	PRV Vault	LS	1	147,000.00	147,000.00
5.19	Vault Electrical, Instrumentation, and Controls	LS	1	53,400.00	53,400
5.20	Pipe Bollard	EA	2	1,100.00	1,100
5.21	Air Vac	EA	1	9,020.00	9,020
5.22	Remove and Replace Asphalt Paving	SY	95	197.00	18,715
5.23	Remove and Replace Grading "W" Base - 6 IN Thick	TONS	30	55.50	1,665
5.24	Temporary 12" Vault Bypass Routing and Tie-In	LS	1	14,700.00	14,700
MAGER PRV VAULT SUBTOTAL					670,190.00



SCHEDULE 0: GENERAL CONDITIONS SUBTOTAL	\$ <u>679,200.00</u>
SCHEDULE 1: 4 MG TANK SUBTOTAL	\$ <u>904,740.50</u>
SCHEDULE 2: ELLIS VAULT SUBTOTAL	\$ <u>1,130,132.00</u>
SCHEDULE 3: RODEO PRV VAULT SUBTOTAL	\$ <u>447,906.00</u>
SCHEDULE 4: HOSPITAL PUMP STATION SUBTOTAL	\$ <u>1,430,487.00</u>
SCHEDULE 5: MAGER PRV VAULT SUBTOTAL	\$ <u>670,190.00</u>
LESSER OF BID ALTERNATES "A" AND "B"	\$ <u>4,228.720</u>

TOTAL BID PRICE \$ 9,491,375.50

TOTAL BID PRICE IN WORDS nine million four hundred ninety one thousand three hundred seventy five + 50/100 -

BID ALTERNATES					
ITEM NO.	DESCRIPTION	UNIT	QTY FOR BID	UNIT PRICE (\$)	TOTAL PRICE (\$)
A	Tank Grading Plan 1*	LS	1	4,228,720 <sup>00</sup>	4,228,720 <sup>00</sup>
B	Tank Grading Plan 2*	LS	1	4,242,145 <sup>00</sup>	4,242,145 <sup>00</sup>
D	Mager Service Lines *	LS	1	103,254 <sup>00</sup>	103,254 <sup>00</sup>

\*See Bid Alternate Breakdowns

ITEM NO.	DESCRIPTION	UNIT	QTY FOR BID	UNIT PRICE (\$)	TOTAL EST'D PRICE (\$)
SCHEDULE A: BID ALTERNATE A TANK GRADING PLAN 1 BREAKDOWN					
A.1	Topsoil Stripping and Stockpiling - Tank Grading Plan 1	CY	2,600	4.80	12,480 <sup>00</sup>
A.2	Topsoil Placement - Tank Grading Plan 1	CY	2,600	6.50	16,900 <sup>00</sup>
A.3	Clearing and Grubbing - Tank Grading Plan 1	LS	1	48,500	48,500 <sup>00</sup>
A.4	General Excavation - Tank Grading Plan 1	LS	1	266,000	266,000 <sup>00</sup>
A.5	Rock Excavation - Tank Grading Plan 1	CY	4,200	23.50	98,700 <sup>00</sup>
A.6	General Backfill - Tank Grading Plan 1	LS	1	263,000	263,000 <sup>00</sup>
A.7	6" Thick Grading W or Washed Rock	CY	1,590	46.00	73,140 <sup>00</sup>
A.8	4 MG AWWA D110 Type III Prestressed Concrete Water Storage Tank - Tank Grading Plan 1	LS	1	3,450,000	3,450,000 <sup>00</sup>
ALTERNATE A TANK GRADING PLAN 1 BREAKDOWN SUBTOTAL					4,228,720 <sup>00</sup>

ITEM NO.	DESCRIPTION	UNIT	QTY FOR BID	UNIT PRICE (\$)	TOTAL EST'D PRICE (\$)
SCHEDULE B: BID ALTERNATE B TANK GRADING PLAN 2 BREAKDOWN					
B.1	Topsoil Stripping and Stockpiling - Tank Grading Plan 2	CY	2,150	4.80	10,320 <sup>00</sup>
B.2	Topsoil Placement - Tank Grading Plan 2	CY	2,150	6.50	13,975 <sup>00</sup>
B.3	Clearing and Grubbing - Tank Grading Plan 2	LS	1	48,500 <sup>00</sup>	48,500 <sup>00</sup>
B.4	General Excavation - Tank Grading Plan 2	LS	1	383,300 <sup>00</sup>	383,300 <sup>00</sup>
B.5	Rock Excavation - Tank Grading Plan 2	CY	1,020	33.00	33,660 <sup>00</sup>
B.6	General Backfill - Tank Grading Plan 2	LS	1	91,800 <sup>00</sup>	91,800 <sup>00</sup>
B.7	6" Thick Grading W or Washed Rock	CY	1,070	37.00	39,590 <sup>00</sup>
B.8	4 MG AWWA D110 Type III Prestressed Concrete Water Storage Tank - Tank Grading Plan 2	LS	1	3,621,000 <sup>00</sup>	3,621,000 <sup>00</sup>
ALTERNATE B TANK GRADING PLAN 2 BREAKDOWN SUBTOTAL					4,242,145 <sup>00</sup>

ITEM NO.	DESCRIPTION	UNIT	QTY FOR BID	UNIT PRICE (\$)	TOTAL EST'D PRICE (\$)
<b>SCHEDULE C: BID ALTERNATE C MAGER SERVICE LINES BREAKDOWN</b>					
C.1	Connect to Existing Water Service at Curb Stop and Remove Curb Stop	EA	2	1,630 <sup>00</sup>	3,260 <sup>00</sup>
C.2	2" Compression 90 Deg Bend	EA	1	502 <sup>00</sup>	502 <sup>00</sup>
C.3	2" Compression 45 Deg Bend	EA	1	437 <sup>00</sup>	437 <sup>00</sup>
C.4	2" PE Service Line	LF	30	77 <sup>50</sup>	2,325 <sup>00</sup>
C.5	Plug/Abandon Old Lines	LS	4	2,010 <sup>00</sup>	8,040 <sup>00</sup>
C.6	20" Service Saddle for 2" Service w/ Corp Stop	EA	3	2,740 <sup>00</sup>	8,220 <sup>00</sup>
C.7	2" Curb Valve and Curb Service Box	EA	3	3,890 <sup>00</sup>	11,670 <sup>00</sup>
C.8	Meter Pit Assembly	EA	3	4,090 <sup>00</sup>	12,270 <sup>00</sup>
C.9	Continuous Collar Around Curb Service Boxes and Meter Pits	EA	1	1,000 <sup>00</sup>	1,000 <sup>00</sup>
C.10	Exploratory Excavations	HR	3	800 <sup>00</sup>	2,400 <sup>00</sup>
C.11	Trenchless 2" PE Service Line	LF	660	80 <sup>50</sup>	53,130 <sup>00</sup>
<b>ALTERNATE C MAGER SERVICE LINES BREAKDOWN SUBTOTAL</b>					<b>103,257<sup>00</sup></b>

**ARTICLE 6 – TIME OF COMPLETION**

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

**ARTICLE 7 – ATTACHMENTS TO THIS BID**

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
  - B. Copy of Certificate of Residency, if bidding as a resident;
  - C. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions
  - D. DBE Good Faith Effort Documentation form
  - E. Bidders List (listing all entities, DBE or not, that submitted a quote to Bidder; see form)
  - F. EPA Form 6100-3—DBE Program Subcontractor Performance Form(s) (if using any DBEs)
  - G. EPA Form 6100-4—DBE Program Subcontractor Utilization Form (if using any DBEs)
  - H. List of Proposed Subcontractors;
  - I. List of Proposed Suppliers;
  - J. List of Project References;\*
  - K. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids; Contractor's License No.;

\* These items need to be provided only as requested in Article 3 and 12 of the Instructions to Bidders.

**ARTICLE 8 – DEFINED TERMS**

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



**ARTICLE 9 – BID SUBMITTAL**BIDDER: *[Indicate correct name of bidding entity]*High Country Construction, Inc.

By:

*[Signature]**[Printed name]*Kelly C. Connell President -  
(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

*[Signature]**[Printed name]*

Title:

Submittal Date:

Address for giving notices:

P.O. Box 930  
LANDER, WY 82520

Telephone Number:

Fax Number:

Contact Name and e-mail address:

Chad Connell  
chad@highcountryconst.com

## LIST OF SUBCONTRACTORS AND SUPPLIERS

Upon request, the BIDDER shall list below the name and business address of each subcontractor who will perform Work under this Bid, and shall also list the portion of the Work which will be done by such subcontractor.

\_\_\_\_. Subcontractor Name and Address:

WHS  
155 N. 1<sup>st</sup> Street  
Lander, WY 82520

Work to be Performed:

Materials testing

Percent of total Contract: 0.17%

\_\_\_\_. Subcontractor Name and Address:

71 Construction  
820 Lough St  
Riverton, WY 82501

Work to be Performed:

Painting

Percent of total Contract: 2.97% 0.17% K.C

\_\_\_\_. Subcontractor Name and Address:

Boyle Electric Brake T Electric  
767 Graceland St. 488 W. N St  
Lander, WY 82520 Rawl, WY 82435

Work to be Performed:

Vault & Structural electrical, disconnect/reconnect electrical

Percent of total Contract: 2.97%

## LIST OF SUBCONTRACTORS AND SUPPLIERS

Upon request, the BIDDER shall List below the name and business address of each subcontractor who will perform Work under this Bid, and shall also list the portion of the Work which will be done by such subcontractor.

\_\_\_\_ Subcontractor Name and Address:

Missoula Concrete Construction  
P.O. Box 16086  
Missoula, MT 59808

Work to be Performed:

Pre-Cast Pavedways Construction

Percent of total Contract: 3.470

\_\_\_\_ Subcontractor Name and Address:

Wind River Fence  
578 Johnson St  
LANDER, WY, 82520

Work to be Performed:

Percent of total Contract: 1.090

\_\_\_\_ Subcontractor Name and Address:

ON Tanks  
10505 Corp Drive Suite 105B  
Pleasant Prairie WI

Work to be Performed:

Tank Install

Percent of total Contract: 33%

Upon request the BIDDER shall List below the name and business address of each Supplier who they intend on using for this project.

\_\_\_\_. Supplier Name and Address:

Rucky Mountain Pre-Mix  
51 Luwen N. Funk Rd  
LANDRON, WY 82520

Materials to be Supplied:

Aggregate, flow fill, road base

\_\_\_\_. Supplier Name and Address:

Fontenay  
430 Pendleton Dr.  
Rapid City, South Dakota 57701

Materials to be Supplied:

Pre-Cast walls & materials

\_\_\_\_. Supplier Name and Address:

Rucky Mountain Reclamation  
P.O. Box 1695  
LARAMIE, WY 82073

Materials to be Supplied:

Site Reclamation / Seeding

Upon request the BIDDER shall List below the name and business address of each Supplier who they intend on using for this project.

\_\_\_\_. Supplier Name and Address:

DANA Kepner  
1820 S. Loop Road  
CASPER, WY 82601

Materials to be Supplied:

Pipe, fittings & appurtenances

\_\_\_\_. Supplier Name and Address:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Materials to be Supplied:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_. Supplier Name and Address:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Materials to be Supplied:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Upon request the BIDDER shall List below the name and business address of each Supplier who they intend on using for this project.

\_\_\_\_. Supplier Name and Address:

Materials to be Supplied:

\_\_\_\_. Supplier Name and Address:

Materials to be Supplied:

\_\_\_\_. Supplier Name and Address:

Materials to be Supplied:

## Bidders List

Project: LANDER High Pressure Water System UpgradesOwner: City of LANDER, WYBid Date: 4/27/23

Contractor/Bidder should list itself first. Then list all entities that provided Contractor/Bidder a bid or quote on this project. Include all subcontractors and suppliers, both DBE and non-DBE, regardless of whether you propose to use them. Add additional sheets as necessary.

Bidding entity name: High Country Constructors, Inc.  
 Contact person name: Chad Connell  
 Mailing address: P.O. Box 930 LANDER, WY 82520  
 Telephone: 307-332-9933  
 E-mail: chadcc@highcountryconstruct.com  
 Work bid: bid contract as prime Yes  
 Status: ☐ MBE ☐ WBE ☒ non-DBE

Bidding entity name: Fonterra  
 Contact person name: Shane Conley  
 Mailing address: 4310 Pendleton Dr., Rapid City SD, 57701  
 Telephone: 605-718-9111  
 E-mail: Shane-Conley@fonterra-bp.com  
 Work bid: Pre cast vaults  
 Status: ☐ MBE ☐ WBE ☒ non-DBE

Bidding entity name: WHS  
 Contact person name: Bradon Reed  
 Mailing address: 155 N 1st St. LANDER, WY 82520  
 Telephone: 307-335-5646  
 E-mail: breed@whsmithpc.com  
 Work bid: Materials Testing  
 Status: ☐ MBE ☐ WBE ☒ non-DBE

Bidding entity name: Mrssoula Concrete Const.  
 Contact person name: Dale Clouse  
 Mailing address: P.O. Box 16086 Mrssoula MT, 59808  
 Telephone: 406-549-9682  
 E-mail:  
 Work bid:  
 Status: ☐ MBE ☐ WBE ☒ non-DBE



## Bidders List

Project: \_\_\_\_\_

Owner: \_\_\_\_\_

Bid Date: \_\_\_\_\_

Contractor/Bidder should list itself first. Then list all entities that provided Contractor/Bidder a bid or quote on this project. Include all subcontractors and suppliers, both DBE and non-DBE, regardless of whether you propose to use them. Add additional sheets as necessary.

Bidding entity name:

Contact person name:

Mailing address:

Telephone:

E-mail:

Work bid: bid contract as prime

Status: ☐ MBE ☐ WBE ☐ non-DBEBidding entity name: *Ward River Fence*Contact person name: *Tyson Sollux*Mailing address: *575 Johnson St. CAMDEN, WY 82520*Telephone: *307-349-3542*E-mail: *wtrivertence@gmail.com*Work bid: *Fencing*Status: ☐ MBE ☐ WBE ☒ non-DBEBidding entity name: *Dana Kepner*Contact person name: *Gray Vermilion Robert Buehly*Mailing address: *1820 S. Loop Ave. Casper, WY, 82601*Telephone: *307-235-1300*E-mail: *rbuehly@dunakepner.com*Work bid: *Pipe & Fittings*Status: ☐ MBE ☐ WBE ☒ non-DBEBidding entity name: *Rocky Mountain Pre-Mix*Contact person name: *Jason Hulme*Mailing address: *51 Lower N. Fork Road, CAMDEN, WY 82520*Telephone: *307-332-2253*E-mail: *jason@rmpmconcrete.com*Work bid: *Aggregate*Status: ☐ MBE ☐ WBE ☒ non-DBE

## Bidders List

Project: \_\_\_\_\_

Owner: \_\_\_\_\_

Bid Date: \_\_\_\_\_

Contractor/Bidder should list itself first. Then list all entities that provided Contractor/Bidder a bid or quote on this project. Include all subcontractors and suppliers, both DBE and non-DBE, regardless of whether you propose to use them. Add additional sheets as necessary.

Bidding entity name:

Contact person name:

Mailing address:

Telephone:

E-mail:

Work bid: bid contract as prime

Status: ☐ MBE ☐ WBE ☐ non-DBE

Bidding entity name: Boyle Electore

Contact person name: Michelle

Mailing address: 707 Grandfield St. LANDER, WY 82500

Telephone: 307-332-8139

E-mail: michelle@boyleelectre.com

Work bid: Electrical work

Status: ☐ MBE ☐ WBE ☒ non-DBE

Bidding entity name: Rocky Mountain Reclamation

Contact person name: Melin Burke

Mailing address: P.O. Box 1895, LARAMIE, WY 82073

Telephone: 307-745-5235

E-mail: Melin@revay.us

Work bid: Reclamation / Seeding

Status: ☐ MBE ☐ WBE ☒ non-DBE

Bidding entity name: Ferguson Waterworks

Contact person name: Casey Anderson

Mailing address: 1328 W. English Ave. Casper, WY 82601

Telephone: 307-233-6395

E-mail: Casey.Anderson@Ferguson.com

Work bid: Pipe &amp; Fittings

Status: ☐ MBE ☐ WBE ☒ non-DBE

## Bidders List

Project: \_\_\_\_\_

Owner: \_\_\_\_\_

Bid Date: \_\_\_\_\_

Contractor/Bidder should list itself first. Then list all entities that provided Contractor/Bidder a bid or quote on this project. Include all subcontractors and suppliers, both DBE and non-DBE, regardless of whether you propose to use them. Add additional sheets as necessary.

Bidding entity name:

Contact person name:

Mailing address:

Telephone:

E-mail:

Work bid: bid contract as prime

Status: ☐ MBE ☐ WBE ☐ non-DBE

Bidding entity name: Patrick Construction, Inc.

Contact person name: Jeff Patrick

Mailing address: 135 Sunflower St., Lander, WY 82520

Telephone: 307-332-6939

E-mail: jci2@wyoming.com

Work bid: Paving

Status: ☐ MBE ☐ WBE ☒ non-DBE

Bidding entity name: Preland

Contact person name: Tom Kleppe

Mailing address: 4000 Tower Road, Louisville, KY 40219

Telephone: 631-231-8106

E-mail: tklepp@preland.com

Work bid: Tank

Status: ☐ MBE ☐ WBE ☒ non-DBE

Bidding entity name: 71 Construction

Contact person name: Dustin Welch

Mailing address: 820 Lough Drive, Riverton, WY 82501

Telephone: 307-856-7191

E-mail: dwelch@71construction.com

Work bid: Paving

Status: ☐ MBE ☐ WBE ☒ non-DBE

## Bidders List

Project: \_\_\_\_\_

Owner: \_\_\_\_\_

Bid Date: \_\_\_\_\_

Contractor/Bidder should list itself first. Then list all entities that provided Contractor/Bidder a bid or quote on this project. Include all subcontractors and suppliers, both DBE and non-DBE, regardless of whether you propose to use them. Add additional sheets as necessary.

Bidding entity name:

Contact person name:

Mailing address:

Telephone:

E-mail:

Work bid: bid contract as prime

Status: ☐ MBE ☐ WBE ☐ non-DBEBidding entity name: ~~BF Fencing~~ BF Enterprises

Contact person name: Brett Foss

Mailing address: ~~307-349-3748~~ 30 Sacagawea Ave. LANDER, WY 82520

Telephone: 307-349-3748

E-mail: bouskass28@hotmail.com

Work bid: Fencing

Status: ☐ MBE ☐ WBE ☒ non-DBE

Bidding entity name: Horizontal Boring &amp; Tunneling Co.

Contact person name: Brent Mauke

Mailing address: PO Box 429, Exeter, NE 68351

Telephone: 402-266-5347

E-mail: bren+m@hbtranchless.com

Work bid: Boreholes &amp; tunnels

Status: ☐ MBE ☐ WBE ☒ non-DBE

Bidding entity name: O'Keefe's Inc

Contact person name: Adam Watson

Mailing address: 100 N. Hill Dr Ste 12, Carlsbad, CA 94006

Telephone: 416-824-4800

E-mail: AdamW@okeefes.com

Work bid: Ladders &amp; Rails

Status: ☐ MBE ☐ WBE ☒ non-DBE

## **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION -- LOWER TIER COVERED TRANSACTIONS**

### **INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.



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

### **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS**

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

High Country Construction, Inc.  
 Organization Name

Kelly C. Connell President  
 Name and Title of Authorized Representative

[Signature] 4/27/23  
 Signature Date

## DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION

### 1. GENERAL

This project includes federal financial assistance in the form of a Reimbursement Agreement Provision. Owner and Contractor/Bidder are required to make good faith efforts with adequate documentation to include disadvantaged business enterprises (DBEs) as subcontractors or suppliers on this project. More detailed regulations are published under 40 CFR Part 33.

### 2. DBE CERTIFICATION

DBEs include minority business enterprises (MBEs) and women's business enterprises (WBEs). MBEs and WBEs must be certified as such in order to participate as a DBE. Certification can be through the Wyoming Department of Transportation (WYDOT) under its DBE program, through the Small Business Administration (SBA) under its 8(a) Business Development Program or its Small Disadvantaged Business (SDB) Program, or through other valid government or private organizations. Please see the attached list of WYDOT certified DBE firms, current as of the date shown. WYDOT maintains their list of certified DBE firms on the internet at

[http://www.dot.state.wy.us/home/business\\_with\\_wydot/contractors/Disadvantaged\\_Business\\_Enterprise.html](http://www.dot.state.wy.us/home/business_with_wydot/contractors/Disadvantaged_Business_Enterprise.html). SBA maintains a database of certified firms at [http://dsbs.sba.gov/dsbs/search/dsp\\_dsbs.cfm](http://dsbs.sba.gov/dsbs/search/dsp_dsbs.cfm).

### 3. GOOD FAITH EFFORTS

Owner and Contractor/Bidder must make the following good faith efforts when soliciting contractors, subcontractors, or suppliers to procure construction, equipment, services, and supplies on this project:

- (a) Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
- (b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
- (c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
- (d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
- (e) Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.
- (f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

### 4. FAIR SHARE OBJECTIVE

The Wyoming Reimbursement Agreement Provisions Program has negotiated the following DBE fair share objective percentages with the United States Environmental Protection Agency:

MBE: Construction 1.5%, Supplies 1.0%, Services 1.0%, Equipment 2.5%



WBE: Construction 2.5%, Supplies 2.5%, Services 1.5%, Equipment 5.0%

These are goals, not quotas. The requirement is that Owner and Contractor/Bidder must make and document good faith efforts to solicit DBE participation.

## 5. DOCUMENTATION FOR BIDDER TO SUBMIT WITH BID

- (a) Contractor/Bidder shall submit the DBE Good Faith Effort Documentation form (use the form provided). If requested, Bidder shall provide complete documentation for the Good Faith Efforts.
- (b) Contractor/Bidder shall submit its Bidders List with its bid, using the form provided. It shall include all entities that provided Contractor/Bidder a bid or quote on this project. It shall include both DBE and non-DBE bidders. Required information for each entity includes 1) entity's name and point of contact, 2) entity's mailing address, telephone number, and e-mail address, 3) procurement on which entity bid or quoted and when, and 4) entity's status as a MBE/WBE or non-MBE/WBE.
- (c) Contractor/Bidder shall have each DBE subcontractor/supplier it proposes to use complete EPA Form 6100-3—DBE Program Subcontractor Performance Form and shall include all completed forms as part of the bid or proposal package. This form is not needed if Contractor/Bidder has no DBE participation.
- (d) Contractor/Bidder shall complete and submit EPA Form 6100-4—DBE Program Subcontractor Utilization Form as part of the bid or proposal package. This form is not needed if Contractor/Bidder has no DBE participation.

## 6. OTHER REQUIREMENTS AND INFORMATION

- (a) Contractor must pay its subcontractors for satisfactory performance no more than 30 days from Contractor's receipt of payment from Owner
- (b) Contractor must notify Owner in writing prior to any termination of a DBE subcontractor for Contractor's convenience. Owner must pass such notification along to the Wyoming Reimbursement Agreement Provisions program.
- (c) If a DBE subcontractor fails to complete work under the subcontract for any reason, Contractor must employ the six good faith efforts if soliciting a replacement subcontractor.
- (d) Contractor must employ the six good faith efforts even if Contractor has achieved its fair share objectives.
- (e) Contractor must provide EPA Form 6100-2—DBE Program Subcontractor Participation Form to all of its DBE subcontractors. EPA Form 6100-2 gives a DBE subcontractor the opportunity to describe the work the DBE subcontractor received from the prime contractor, how much the DBE subcontractor was paid and any other concerns the DBE subcontractor might have, for example reasons why the DBE subcontractor believes it was terminated by the prime contractor. DBE subcontractors may send completed copies of EPA Form 6100-2 directly to the appropriate EPA DBE Coordinator. The EPA DBE Coordinator is Veronica Parker, phone (202) 564-5347, email [parker.veronica@epa.gov](mailto:parker.veronica@epa.gov).
- (f) Copies of EPA Form 6100-2—DBE Program Subcontractor Participation Form, EPA Form 6100-3—DBE Program Subcontractor Performance Form, and EPA Form 6100-4—DBE Program Subcontractor Utilization Form may be obtained from EPA OSDBU's Home Page on the Internet or directly from EPA OSDBU. Copies of these forms are also attached to this contract.

(g) Contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. Contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by Contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

**DBE Good Faith Effort Documentation**Project: LANDER High Pressure Water System UpgradesBidder: High Country Construction, Inc.Bid date: 9/27/23

Bidder shall complete the checklist to certify that it has complied with the requirement to make good faith efforts to ensure that certified DBEs have the opportunity to compete for procurements funded by EPA financial assistance funds. Bidder shall make good faith efforts prior to submission of bid/proposal.

1. Did you ensure that DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities? ☒ Yes ☐ No
2. Did you make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process? ☒ Yes ☐ No
3. Did you consider in the contracting process whether firms competing for large contracts could subcontract with DBEs? This will include dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process. ☒ Yes ☐ No
4. Did you consider contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually? ☒ Yes ☐ No
5. Did you use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce? ☒ Yes ☐ No

**CERTIFICATION REGARDING DBE GOOD FAITH EFFORT**

Bidder certifies, by submission of this form that it has fulfilled the Good faith efforts required for this project. If requested, Bidder shall provide complete documentation for the Good Faith Efforts.

Nicholas Newman Project Manager / DBE Liaison  
Name and Title

Nicholas Newman 9/27/23  
Signature Date

High Country Construction, Inc  
PO Box 930  
Lander, WY 82520  
307-332-4933  
Fax 307-332-6414

April 19, 2023

DBE Contractors

To Whom It May Concern:

High Country Construction, Inc is bidding on the below listed project(s) as a Prime Contractor on April 27, 2023 at 3:00 pm Mountain Time.

**Project: Lander High Pressure System Upgrades – Phase III Project**

We are requesting quotes for the following items.

Fencing  
Seeding  
Concrete

If **not** quoting please respond by email or fax. Quotes may be emailed to Chad at [chadc@highcountryconst.com](mailto:chadc@highcountryconst.com) , or faxed to 307-332-6414. If any questions you may call Chad at (307)332-4933 or cell (307)330-8175r. Plans are available at Questcdn.com

Sincerely,

Chad Connell

NOT QUOTING: \_\_\_\_\_

Company name: \_\_\_\_\_



Nicholas Newman &lt;nicholas.newman.wyo@gmail.com&gt;

**Lander High Pressure Water System - DBE Solicitation**

1 message

**Nicholas Newman** <nickn@highcountryconst.com>

Wed, Apr 19, 2023 at 1:25 PM

To: tonicastiglioni@yahoo.com, lhale\_alex@yahoo.com, office@asphaltplusinc.com, wendi@barnuminc.com, jessica@comersconcrete.co, glconcrete123@gmail.com, deanna@highcountryfence.com, intermountainbuilders@wyoming.com, kbrady60@hotmail.com, april@kavcattle.com, tlobato@lobatoconstruction.com, jennie@wysli.com, Anthony@tabsincwy.com, jkwanke@bresnan.net, UrbanConcrete01@yahoo.com, carmen@villaloboscc.com, lore@villaloboscc.com

Attached you will find our DBE Request for the Lander High Pressure Water System project which bids on 4/27 at 3:00 pm MTN time.

Thank you,

--

**Nicholas Newman - EIT**  
Estimator/Project Manager



**High Country Construction**  
Lander, Wyoming  
307-332-4933

[High Country Construction, Inc.](#)  
[Visit HCC on Facebook](#)

**DBErequestletter.doc**

24K



## High Country Construction, Inc.

"An Equal Opportunity Employer"

General Contractors

P. O. Box 930 Lander, Wyo. 82520  
332-4933 332-4937 Fax 332-6414



### CORPORATION CERTIFIED RESOLUTIONS

I, Rachelle D Newman, Secretary of High Country Construction, Inc., a corporation organized and existing under the laws of the State of Wyoming, (the "Company") do hereby certify that the following is as true and correct copy of a resolution duly adopted at a meeting of the Board of Directors of the Company duly held and convened on December 28, 2012 at which meeting a duly constituted quorum of the Board of Directors was present and acting throughout and that such resolution has not been modified, rescinded or revoked, and is at present in full force and effect:

**RESOLVED:** That Kelly C Connell, President of High Country Construction, Inc. is empowered and authorized, on behalf of the Company, to execute and deliver contracts and amendments there to.

**IN WITNESS WHEREOF,** the undersigned has affixed his/her signature this 28<sup>th</sup> day of December, 2012.

Rachelle D Newman Corporate Secretary



Seal



**BID BOND**

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

**BIDDER (Name and Address):**

High Country Construction, Inc.  
P.O. Box 930, Lander, WY 82520

**SURETY (Name, and Address of Principal Place of Business):**

Travelers Casualty and Surety Company of America  
One Tower Square, Hartford, CT 06183

**OWNER (Name and Address):** City of Lander

240 Lincoln Street  
Lander, WY 82520

**BID**

Bid Due Date: April 27, 2023

Description (Project Name— Include Location):

Lander High Pressure Water System Upgrades – Phase III Projects –

**BOND**

Bond Number: Bid Bond

Date: April 21, 2023

Penal sum	Five Percent of Amount Bid	\$	5%
	(Words)		(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

**BIDDER****SURETY**

High Country Construction, Inc.

(Seal) Travelers Casualty and Surety Company of America (Seal)

Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

By:

Signature

Kelly C. Connell

Print Name

President

Title

Attest:

Signature

Title Project Manager

By:

Signature (Attach Power of Attorney)

Janece Wilhelm

Print Name

Attorney-in-fact

Title

Attest:

Signature

Title Account Manager

Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.





**Travelers Casualty and Surety Company of America**  
**Travelers Casualty and Surety Company**  
**St. Paul Fire and Marine Insurance Company**  
**Farmington Casualty Company**

Section 8, Item J.

# POWER OF ATTORNEY

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, St. Paul Fire and Marine Insurance Company, and Farmington Casualty Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Janece Wilhelm of Casper, WY, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge the following bond:

**Surety Bond No.:** Bid Bond  
**OR**


**Principal:** High Country Construction, Inc.  
**Obligee:** City of Lander

**Project Description:** Lander High Pressure Water System Upgrades - Phase III Projects -

**IN WITNESS WHEREOF,** the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

By:   
 Robert L. Raney, Senior Vice President

City of Hartford ss.

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF,** I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026



  
 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

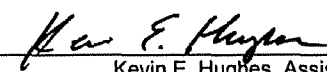
**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **21st** day of **April**, 2023.



  
 Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.**  
**Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**



# STATE OF WYOMING

## CERTIFICATE OF RESIDENCY



Contractor Number: 0325

THIS CERTIFIES THAT:

### HIGH COUNTRY CONSTRUCTION, INC.

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

GRANTED THIS 2<sup>ND</sup> DAY of AUGUST TWO THOUSAND AND 22

A handwritten signature in black ink, appearing to read "Michele Johnson", written over a horizontal line.

Michele Johnson, Program Manager

EXPIRATION DATE: 8/1/2023



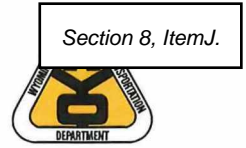
To verify the authenticity of the certificate,  
please contact our office at 307-777-7261 or visit  
[wyomingworkforce.org/businesses/labor/info](http://wyomingworkforce.org/businesses/labor/info)

CERTIFICATE SERIAL NUMBER: 0208202234



# Department of Transportation

Prequalifications Office  
5300 Bishop Blvd.  
Cheyenne, WY 82009-3340



Mark Gordon

Governor

March 30, 2022

K. Luke Reiner

Director

High Country Construction, Inc.  
2077 North 2nd Street  
Lander, WY 82520

Dear Mr. Connell:

## CONTRACTORS PREQUALIFICATION

After review of your prequalification form, your WYDOT ability rating (AR) will be: **16**

The ability rating is multiplied by your net worth. If you have an audited financial statement, WYDOT will use the full amount of your net worth. If you have a reviewed or compiled financial statement WYDOT used up to a maximum of \$500,000.00 of your net worth. Your cooperation and quality performance on Wyoming Department of Transportation (WYDOT) construction projects will help insure that your firm stays in Good Standing with us.

Your company has been Prequalified for the following:

Maximum Prequalification Rating: **\$118,400,000.00**  
Work Classification: **Grading, Box Culverts, Underground Utilities, Truck Haul, Gravel Surfacing, Crushing & Fence**

NAICS Code(s): **237110, 237310, 238120, 238910, 238990, 333120 & 484200**  
Contractor ID #: **01272**  
Date of Financial Statement: **December 31, 2021**  
Expiration Date: **March 31, 2023**

Nothing contained herein shall be construed to deprive the Transportation Commission of Wyoming of the right to reject any bid, or refuse to award a contract to the low bidder where circumstances or developments have, in the opinion of the Commission, changed the qualifications or responsibility of the bidder.

For information concerning the WYDOT bidding system and for other pertinent information, please visit our web site at: **<http://dot.state.wy.us/>**

If you have questions or comments about your Prequalification Rating or your Contractor Performance Evaluation Rating Forms for your current WYDOT projects, please contact Kent Ketterling, P.E., State Construction Engineer at (307)777-4425 or myself at (307)777-4056.

Sincerely,

James A. Messer  
Prequalification Officer

JAM/jam

**BID FORM**  
**FOR CONSTRUCTION CONTRACTS**  
Lander High Pressure Water System Upgrades – Phase III Projects

Prepared by



Issued and Published Jointly by





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1420 King Street, Alexandria, VA 22314-2794

(703) 684-2882

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1015 15th Street N.W., Washington, DC 20005

(202) 347-7474

[www.acec.org](http://www.acec.org)

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1801 Alexander Bell Drive, Reston, VA 20191-4400

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**BID FORM – ADDEDNUM 1**

**PROJECT IDENTIFICATION:**      **Lander High Pressure Water System Upgrades – Phase III Projects**

**CONTRACT IDENTIFICATION:**      **PROJECT No. 10193520**

1.01      This Bid is submitted to:

City of Lander  
C/O Mayor  
240 Lincoln Street  
Lander, WY 82520

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

**ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS**

2.01      Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

2.02      BIDDER will sign and deliver the required number of counterparts of the AGREEMENT with the Bonds and other documents required by the Bidding Requirements within 30 days after the date of OWNER's Notice of Award.

**ARTICLE 3 – BIDDER’S REPRESENTATIONS**

3.01      In submitting this Bid, Bidder represents that:

A.      Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
<b>Addendum #1</b>	<b>4/21/23</b>
<b>Addendum #2</b>	<b>4/24/23</b>

B.      Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C.      Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D.      If there are no reports or drawings of the type referred to in this representation, either modify or delete the paragraph.



- E. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- F. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- G. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- H. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- K. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

#### ARTICLE 4 – BIDDER'S CERTIFICATION

##### 4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;

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

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**ARTICLE 5 – BASIS OF BID**

- 5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

SCHEDULE 0: GENERAL CONDITIONS					
ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE (\$)	TOTAL EST'D PRICE (\$)
0.1	Mobilization	LS	1	<i>*600,000</i>	<i>*600,000</i>
0.2	Contract Bonds	LS	1	\$ 80,000.00	\$ 80,000.00
0.3	Construction Stormwater Management	LS	1	\$ 75,000.00	\$ 75,000.00
0.4	Traffic Control	LS	1	\$ 50,000.00	\$ 50,000.00
0.5	Independent Materials Testing	LS	1	\$ 30,000.00	\$ 30,000.00
General Conditions Subtotal					\$ <i>835,000</i>

City of Lander

HDR Project No. 10193520 Lander High Pressure Water System Upgrades – Phase III Projects

C-410 BID FORM

00410 - 7

4/24/2023

Addendum

SCHEDULE 1: 4 MG CONCRETE ELLIS TANK					
ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE (\$)	TOTAL PRICE(\$)
1.1	Demolition	LS	1	\$ 350,000.00	\$ 350,000.00
1.2	Remove Existing and Install New Stock Waterer	LS	1	\$ 12,000.00	\$ 12,000.00
1.3	Foundation Surface Preparation	SY	1,625	\$ 28.00	\$ 45,500.00
1.4	Structural Fill: Envelope A	CY	550	\$ 100.00	\$ 55,000.00
1.5	Structural Fill: Grading W	CY	270	\$ 150.00	\$ 40,500.00
1.6	16" Outlet Pipe and Fittings	LS	1	\$ 93,000.00	\$ 93,000.00
1.7	16" Inlet Pipe and Fittings	LS	1	\$ 96,000.00	\$ 96,000.00
1.8	4" HDPE Perimeter Drain Line	LF	110	\$ 340.00	\$ 37,400.00
1.9	10" PVC Drain line and Fittings	LF	110	\$ 577.00	\$ 63,470.00
1.10	10" Gate Valve	EA	1	\$ 5,000.00	\$ 5,000.00
1.11	Tank Drain Dissipation Structure	LS	1	\$ 24,000.00	\$ 24,000.00
1.12	Class 1 Grouted RipRap	CY	4	\$ 1,300.00	\$ 5,200.00
1.13	Class 2 RipRap	CY	20	\$ 150.00	\$ 3,000.00
1.14	Security Fence	LF	960	\$ 72.00	\$ 69,120.00
1.15	16 ft Wide Motorized Double Swing Gate	EA	1	\$ 3,000.00	\$ 3,000.00
1.16	4 ft Wide Single Gate	EA	1	\$ 900.00	\$ 900.00
1.17	1" PE Water service line (Tank Site to Ellis Pasture)	LF	190	\$ 13.00	\$ 2,470.00
1.18	1" Backflow Preventer and Stop/Waste Valve	EA	1	\$ 1,400.00	\$ 1,400.00
1.19	Stock Waterer Buried Electrical Conduit (Tank Site to Ellis Pasture)	LF	190	\$ 29.00	\$ 5,510.00
1.20	20 ft Wide Steel Double Swing Gate (Ellis Pasture)	EA	3	\$ 1,800.00	\$ 5,400.00
1.21	Woven wire, 3 strand barbwire fence (Ellis Pasture)	LF	1105	\$ 24.00	\$ 26,520.00
1.22	Extend 24" CMP Culvert (Ellis Pasture)	LF	15	\$ 145.00	\$ 2,175.00
1.23	Site Reclamation	LS	1	\$ 13,000.00	\$ 13,000.00
1.24	Submersible Potable Tank Mixer Package	LS	1	\$ 34,000.00	\$ 34,000.00
4 MG CONCRETE ELLIS TANK SUBTOTAL					\$ 993,565.00

SCHEDULE 2: ELLIS VAULT					
ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE (\$)	TOTAL PRICE (\$)
2.1	36" RCP Potholing	EA	2	\$ 3,600.00	\$ 7,200.00
2.2	12" Sacrificial Insertion Valve and Thrust Restraint Block	LS	1	\$ 50,000.00	\$ 50,000.00
2.3	Demolition	LS	1	\$ 30,000.00	\$ 30,000.00
2.4	Plug/Abandon Old Lines	LS	1	\$ 2,600.00	\$ 2,600.00
2.5	Precast Structure	LS	1	* 260,000 <sup>00</sup>	* 260,000 <sup>00</sup>
2.6	Structure Process Piping	LS	1	\$ 240,000.00	\$ 240,000.00
2.7	Structure Process Liquid Analytical Measurement	LS	1	\$ 20,000.00	\$ 20,000.00
2.8	Structure Mechanical/HVAC	LS	1	\$ 30,000.00	\$ 30,000.00
2.9	Structure Deck and Rails	LS	1	* 47,000 <sup>00</sup>	* 47,000 <sup>00</sup>
2.10	Structure Metal Stairs & Access Ladder	LS	1	* 30,000 <sup>00</sup>	* 30,000 <sup>00</sup>
2.11	Structure Ceiling Mounted Electric Monorail Crane System	LS	1	* 94,000 <sup>00</sup>	* 94,000 <sup>00</sup>
2.12	Structure Electrical, Instrumentation, and Controls	LS	1	* 90,000 <sup>00</sup>	* 90,000 <sup>00</sup>
2.13	Electrical Service Modifications	LS	1	* 3,500 <sup>00</sup>	* 3,500 <sup>00</sup>
2.14	24" MJ x MJ Adapter	EA	1	\$ 2,000.00	\$ 2,000.00
2.15	24" x 16" MJ Reducer	EA	1	\$ 1,900.00	\$ 1,900.00
2.16	24" x 16" Reducer Thrust Block	LS	1	\$ 1,600.00	\$ 1,600.00
2.17	16" MJ x MJ Adapter	EA	1	\$ 1,500.00	\$ 1,500.00
2.18	16" MJ Butterfly Valve	EA	2	\$ 15,000.00	\$ 30,000.00
2.19	16" Restrained Joint C905 - DR 18 PVC Waterline	LF	117	\$ 310.00	\$ 36,270.00
2.20	16" Restrained Joint C905 - DR 18 PVC Waterline in Existing 36" RCP casing	LF	82	\$ 285.00	\$ 23,370.00
2.21	16" x 12" Tee	EA	1	\$ 3,200.00	\$ 3,200.00
2.22	12" C900 - DR 18 PVC Waterline	LF	5	\$ 400.00	\$ 2,000.00
2.23	12" Gate Valve	EA	1	\$ 5,700.00	\$ 5,700.00
2.24	12" Restrained Plug	EA	1	\$ 1,600.00	\$ 1,600.00
2.25	16" x 6" Tee	EA	1	\$ 3,500.00	\$ 3,500.00
2.26	6" C900 - DR18 PVC Waterline	LF	15	\$ 200.00	\$ 3,000.00
2.27	6" Gate Valve	EA	1	\$ 3,000.00	\$ 3,000.00
2.28	Flushing Hydrant	EA	1	\$ 10,000.00	\$ 10,000.00
2.29	Flushing Hydrant Extension	EA	1	\$ 2,200.00	\$ 2,200.00
2.30	Remove Sacrificial Valve and Thrust Restraint Block	LS	1	\$ 2,300.00	\$ 2,300.00
2.31	Remove Existing Bollard Structure	LS	1	\$ 12,000.00	\$ 12,000.00
2.32	Pipe Bollards	EA	4	\$ 1,600.00	\$ 6,400.00
2.33	16" x 45 Degree Bend	EA	1	\$ 3,100.00	\$ 3,100.00
2.34	Remove Existing Valve	EA	3	\$ 500.00	\$ 1,500.00
2.35	Remove 16" x 12" Reducer	EA	1	\$ 510.00	\$ 510.00
2.36	12" Gate Valve	EA	1	\$ 5,700.00	\$ 5,700.00
2.37	Connect to Existing at Flexible Expansion Joint	EA	1	\$ 1,650.00	\$ 1,650.00
2.38	Paving	LS	1	\$ 50,000.00	\$ 50,000.00
2.39	Sidewalk	LS	1	\$ 3,400.00	\$ 3,400.00
2.40	Carefully Compacted Backfill Under Proposed Pipe	LF	100	\$ 75.00	\$ 7,500.00
ELLIS VAULT SUBTOTAL					* 1,129,200 <sup>00</sup>



SCHEDULE 3: RODEO PRV VAULT					
ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE (\$)	TOTAL PRICE (\$)
3.1	Connect to Existing 12" Waterline	EA	1	\$ 8,500.00	\$ 8,500.00
3.2	Remove Valve Box	EA	1	\$ 500.00	\$ 500.00
3.3	16" x 12" Tee (W/16" PEXFL Spool Piece)	EA	1	\$ 4,900.00	\$ 4,900.00
3.4	12" C900 - DR18 PVC Waterline	LF	81	\$ 280.00	\$ 22,680.00
3.5	12" Gate Valve	EA	3	\$ 5,600.00	\$ 16,800.00
3.6	12" Tee	EA	1	\$ 2,800.00	\$ 2,800.00
3.7	12" x 90 Degree Bend	EA	1	\$ 1,900.00	\$ 1,900.00
3.8	12" x 45 Degree Bend	EA	1	\$ 1,700.00	\$ 1,700.00
3.9	12" x 22.5 Degree Bend	EA	1	\$ 2,100.00	\$ 2,100.00
3.10	12" plug	EA	1	\$ 1,300.00	\$ 1,300.00
3.11	PRV Vault Excavation, Foundation Prep, Backfill	LS	1	\$ 2,800.00	\$ 2,800.00
3.12	PRV Vault	LS	1	* 200,000 <sup>00</sup>	* 200,000 <sup>00</sup>
3.13	16" Actuated Valve Vault Excavation, Foundation Prep, Backfill	LS	1	\$ 24,000.00	\$ 24,000.00
3.14	16" Actuated Valve Vault	LS	1	\$ 130,000.00	\$ 130,000.00
3.15	Temporary Service to Airport 8" Service	LS	1	\$ 9,000.00	\$ 9,000.00
3.16	8" Insertion Valve	EA	1	\$ 34,000.00	\$ 34,000.00
3.17	Vaults Electrical, Instrumentation, and Controls	LS	1	* 56,000 <sup>00</sup>	* 56,000 <sup>00</sup>
3.18	Pipe Bollard	EA	4	\$ 1,700.00	\$ 6,800.00
3.19	Remove and Replace Sidewalk, Curb and Gutter	LS	1	\$ 4,300.00	\$ 4,300.00
3.20	Exploratory Excavations	HR	6	\$ 1,000.00	\$ 6,000.00
RODEO PRV VAULT SUBTOTAL					* 536,080 <sup>00</sup>

SCHEDULE 4: HOSPITAL PUMP STATION					
ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE (\$)	TOTAL PRICE (\$)
4.1	Exploratory Excavations	HR	6	\$ 1,300.00	\$ 7,800.00
4.2	Demolish Existing Pump Station	LS	1	\$ 22,000.00	\$ 22,000.00
4.3	Disconnect Electrical Service	LS	1	\$ 1,600.00	\$ 1,600.00
4.4	Abandon Old Lines	LS	1	\$ 4,630.00	\$ 4,630.00
4.5	Remove Existing Vault	LS	1	\$ 5,000.00	\$ 5,000.00
4.6	Pump Station Site Grading	LS	1	\$ 21,000.00	\$ 21,000.00
4.7	Pump Station Excavation and Dewatering	LS	1	\$ 3,500.00	\$ 3,500.00
4.8	Pump Station Foundation Surface Preparation	SY	100	\$ 42.00	\$ 4,200.00
4.9	Pump Station Structural Fill: Envelope A	CY	150	\$ 105.00	\$ 15,750.00
4.10	Pump Station Structural Fill: Grading W	CY	70	\$ 105.00	\$ 7,350.00
4.11	Pump Station General Backfill	LS	1	\$ 7,500.00	\$ 7,500.00
4.12	Pump Station Building Foundation	LS	1	\$ 75,000.00	\$ 75,000.00
4.13	Concrete Encased Welded Steel Inlet and Outlet Pipe	LS	1	\$ 105,000.00	\$ 105,000.00
4.14	Pump Station Precast Structure	LS	1	\$ 251,000.00	\$ 251,000.00
4.15	Pump Station Process Liquid Analytical Measurement	LS	1	\$ 20,000.00	\$ 20,000.00
4.16	Pump Station Piping	LS	1	\$ 51,000.00	\$ 51,000.00
4.17	Pump Station Pressure Booster System Skid and Pressure Tank	LS	1	\$ 185,000.00	\$ 185,000.00
4.18	Pump Station Electrical, Instrumentation, and Controls	LS	1	\$ 157,000.00	\$ 157,000.00
4.19	Pump Station Mechanical/HVAC	LS	1	\$ 22,000.00	\$ 22,000.00
4.20	Outlet Structure and Drain Line	LS	1	\$ 24,000.00	\$ 24,000.00
4.21	12" Min I.D. Trenchless	LF	650	\$ 335.00	\$ 217,750.00
4.22	12" C900 - DR18 PVC Waterline	LF	220	\$ 185.00	\$ 40,700.00
4.23	Connect to Existing 12" Waterline	EA	3	\$ 3,000.00	\$ 9,000.00
4.24	Connect 12" HDPE to 12" PVC	EA	2	\$ 2,500.00	\$ 5,000.00
4.25	12" Gate Valve	EA	4	\$ 5,300.00	\$ 21,200.00
4.26	12" x 90 Degree Bend	EA	1	\$ 5,500.00	\$ 5,500.00
4.27	12" x 6" Tee	EA	1	\$ 4,500.00	\$ 4,500.00
4.28	12" Tee	EA	1	\$ 5,000.00	\$ 5,000.00
4.29	12" Plug	EA	3	\$ 1,000.00	\$ 3,000.00
4.30	8" Plug	EA	1	\$ 950.00	\$ 950.00
4.31	6" Gate Valve	EA	1	\$ 2,750.00	\$ 2,750.00
4.32	6" Flushing Hydrant w/10LF of 6" Waterline	EA	1	\$ 11,000.00	\$ 11,000.00
4.33	Crushed Base (Approach)	LS	1	\$ 7,300.00	\$ 7,300.00
4.34	Remove & Salvage Valve (To Owner)	EA	1	\$ 900.00	\$ 900.00
4.35	Remove & Salvage Valve Box (To Owner)	EA	6	\$ 900.00	\$ 5,400.00
4.36	Slurry Trench and Waterline Plug	LS	1	\$ 3,000.00	\$ 3,000.00
4.37	Remove and Replace Asphalt	SF	200	\$ 75.00	\$ 15,000.00
4.38	6' Chainlink Fence	LF	140	\$ 66.00	\$ 9,240.00
4.39	Topsoil and Sod	SY	300	\$ 75.00	\$ 22,500.00
4.40	Pump Station Sidewalk	LS	1	\$ 17,000.00	\$ 17,000.00
HOSPITAL PUMP STATION SUBTOTAL					\$ 1,397,020.00

SCHEDULE 5: MAGER TRANSMISSION MAIN AND PRV VAULT					
ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE (\$)	TOTAL PRICE (\$)
5.1	Exploratory Excavations	HR	10	\$ 1,400.00	\$ 14,000.00
5.2	Connect to Existing 12" Cross	EA	1	\$ 2,300.00	\$ 2,300.00
5.3	Plug/Abandon Old Lines	LS	1	\$ 4,000.00	\$ 4,000.00
5.4	20" x 16" Tee - Hot Tap	EA	1	\$ 9,000.00	\$ 9,000.00
5.5	20" I.D. Casing w/ 16" C900 - DR 18 RJ or FPVC Waterline	LF	100	\$ 1,500.00	\$ 150,000.00
5.6	16" C900 - DR 18 PVC Waterline	LF	464	\$ 268.00	\$ 124,352.00
5.7	16" Butterfly Valve (FL x MJ)	EA	1	\$ 23,000.00	\$ 23,000.00
5.8	16" x 45 Degree Bend	EA	6	\$ 2,800.00	\$ 16,800.00
5.9	16" x 90 Degree Bend	EA	1	\$ 3,200.00	\$ 3,200.00
5.10	16" Tee	EA	1	\$ 4,200.00	\$ 4,200.00
5.11	16" x 12" Reducer	EA	2	\$ 2,000.00	\$ 4,000.00
5.12	12" C900 - DR18 PVC Waterline	LF	300	\$ 204.00	\$ 61,200.00
5.13	12" Gate Valve	EA	2	\$ 5,600.00	\$ 11,200.00
5.14	12" Plug	EA	1	\$ 1,100.00	\$ 1,100.00
5.15	Rem & Repl. 18" CMP Culvert	LF	130	\$ 135.00	\$ 17,550.00
5.16	Remove & Salvage Valve/Valve Box (To Owner)	EA	1	\$ 500.00	\$ 500.00
5.17	PRV Vault Excavation, Dewatering, Foundation Prep, Backfill	LS	1	\$ 28,000.00	\$ 28,000.00
5.18	PRV Vault	LS	1	\$ 205,000.00	\$ 205,000.00
5.19	Vault Electrical, Instrumentation, and Controls	LS	1	\$ 60,000.00	\$ 60,000.00
5.20	Pipe Bollard	EA	2	\$ 1,000.00	\$ 2,000.00
5.21	Air Vac	EA	1	\$ 31,000.00	\$ 31,000.00
5.22	Remove and Replace Asphalt Paving	SY	95	\$ 140.00	\$ 13,300.00
5.23	Remove and Replace Grading "W" Base - 6 IN Thick	TONS	30	\$ 110.00	\$ 3,300.00
5.24	Temporary 12" Vault Bypass Routing and Tie-In	LS	1	\$ 25,000.00	\$ 25,000.00
MAGER PRV VAULT SUBTOTAL					\$ 814,002.00

SCHEDULE 0: GENERAL CONDITIONS SUBTOTAL	\$	<u>835,000<sup>00</sup></u>
SCHEDULE 1: 4 MG TANK SUBTOTAL	\$	<u>993,565<sup>00</sup></u>
SCHEDULE 2: ELLIS VAULT SUBTOTAL	\$	<u>1,129,200<sup>00</sup></u>
SCHEDULE 3: RODEO PRV VAULT SUBTOTAL	\$	<u>536,080<sup>00</sup></u>
SCHEDULE 4: HOSPITAL PUMP STATION SUBTOTAL	\$	<u>1,397,020<sup>00</sup></u>
SCHEDULE 5: MAGER PRV VAULT SUBTOTAL	\$	<u>814,002<sup>00</sup></u>
LESSER OF BID ALTERNATES "A" AND "B"	\$	<u>3,823,660<sup>00</sup></u>

TOTAL BID PRICE \$ 9,528,527<sup>00</sup>

TOTAL BID PRICE IN WORDS nine million five hundred twenty eight thousand five hundred twenty seven dollars and none

CITY OF LANDER		
LANDER HIGH PRESSURE WATER SYSTEM UPGRADES - PHASE III		
Schedule No.	DESCRIPTION	TOTAL PRICE(\$)
0	General	<del>835,000</del>
1	4-MG Concrete Ellis Tank	<del>993,565</del>
2	Ellis vault	<del>1,129,200</del>
3	Rodeo PRV Vault	<del>536,080</del>
4	Hospital Pump Station	<del>1,397,020</del>
5	Mager Transmission Main and PRV Vault	<del>814,002</del>
BASE BID SUBTOTAL		<del>5,704,867</del>
Alt. A	Tank Grading Plan 1	<del>3,823,660</del>
Alt. B	Tank Grading Plan 2	<del>3,874,380</del>
Alt. C	Mager Service Lines	\$ 135,600.00
LESSER OF BID ALTERNATES "A" AND "B"		<del>3,823,660</del>
PROJECT TOTAL (BASE AND ALTERNATES)		<del>9,528,527</del>

*Does not include Alt. C*



BID ALTERNATES					
ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE (\$)	TOTAL PRICE (\$)
A	Tank Grading Plan 1			<del>3,823,660</del>	<del>3,823,660</del>
B	Tank Grading Plan 2			<del>3,874,380</del>	<del>3,874,380</del>
C	Mager Service Lines			<del>135,600</del>	<del>135,600</del>
A.1	Topsoil Stripping and Stockpiling - Tank Grading Plan 1	CY	2,600	\$ 5.00	\$ 13,000.00
A.2	Topsoil Placement - Tank Grading Plan 1	CY	2,600	\$ 3.00	\$ 7,800.00
A.3	Clearing and Grubbing - Tank Grading Plan 1	LS	1	\$ 4,000.00	\$ 4,000.00
A.4	General Excavation - Tank Grading Plan 1	LS	1	\$ 175,000.00	\$ 175,000.00
A.5	Rock Excavation - Tank Grading Plan 1	CY	4200	\$ 40.00	\$ 168,000.00
A.6	General Backfill - Tank Grading Plan 1	LS	1	\$ 150,000.00	\$ 150,000.00
A.7	6" Thick Grading W or Washed Rock - Tank Grading Plan 1	CY	1590	\$ 54.00	\$ 85,860.00
A.8	4 MG AWWA D110 Type III Prestressed Concrete Water Storage Tank - Tank Grading Plan 1	LS	1	<del>3,220,000</del>	<del>3,220,000</del>
B.1	Topsoil Stripping and Stockpiling - Tank Grading Plan 2	CY	2,150	\$ 5.00	\$ 10,750.00
B.2	Topsoil Placement - Tank Grading Plan 2	CY	2,150	\$ 3.00	\$ 6,450.00
B.3	Clearing and Grubbing - Tank Grading Plan 2	LS	1	\$ 4,000.00	\$ 4,000.00
B.4	General Excavation - Tank Grading Plan 2	LS	1	\$ 75,000.00	\$ 75,000.00
B.5	Rock Excavation - Tank Grading Plan 2	CY	1020	\$ 35.00	\$ 35,700.00
B.6	General Backfill - Tank Grading Plan 2	LS	1	\$ 100,000.00	\$ 100,000.00
B.7	6" Thick Grading W or Washed Rock - Tank Grading Plan 2	CY	1070	\$ 54.00	\$ 57,780.00
B.8	4 MG AWWA D110 Type III Prestressed Concrete Water Storage Tank - Tank Grading Plan 2	LS	1	<del>3,584,700</del>	<del>3,584,700</del>
C.1	Connect to Existing Water Service at Curb Stop and Remove Curb Stop	EA	2	\$ 3,000.00	\$ 6,000.00
C.2	2" Compression 90 Deg Bend	EA	1	\$ 900.00	\$ 900.00
C.3	2" Compression 45 Deg Bend	EA	1	\$ 800.00	\$ 800.00
C.4	2" PE Service Line	LF	30	\$ 150.00	\$ 4,500.00
C.5	Plug/Abandon Old Lines	EA	4	\$ 600.00	\$ 2,400.00
C.6	20" Service Saddle for 2" Service w/ Corp Stop	EA	3	\$ 3,000.00	\$ 9,000.00
C.7	2" Curb Valve and Curb Service Box	EA	3	\$ 2,000.00	\$ 6,000.00
C.8	Meter Pit Assembly	EA	3	\$ 8,500.00	\$ 25,500.00
C.9	Continuous Collar Around Curb Service Boxes and Meter Pits	EA	1	\$ 4,000.00	\$ 4,000.00
C.10	Exploratory Excavations	HR	3	\$ 1,300.00	\$ 3,900.00
C.11	Trenchless 2" PE Service Line	LF	660	\$ 110.00	\$ 72,600.00



**ARTICLE 6 – TIME OF COMPLETION**

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

**ARTICLE 7 – ATTACHMENTS TO THIS BID**

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
  - B. Copy of Certificate of Residency, if bidding as a resident;
  - C. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions
  - D. DBE Good Faith Effort Documentation form
  - E. Bidders List (listing all entities, DBE or not, that submitted a quote to Bidder; see form)
  - F. EPA Form 6100-3—DBE Program Subcontractor Performance Form(s) (if using any DBEs)
  - G. EPA Form 6100-4—DBE Program Subcontractor Utilization Form (if using any DBEs)
  - H. List of Proposed Subcontractors;
  - I. List of Proposed Suppliers;
  - J. List of Project References;\*
  - K. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids; Contractor's License No.;

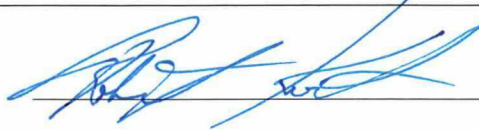
\* These items need to be provided only as requested in Article 3 and 12 of the Instructions to Bidders.

**ARTICLE 8 – DEFINED TERMS**

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

**ARTICLE 9 – BID SUBMITTAL**BIDDER: *[Indicate correct name of bidding entity]***Montana Civil Contractors, Inc.**

By:

*[Signature]**[Printed name]***Robert Koch President***(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest:

*[Signature]**[Printed name]***Jennifer Koch**

Title:

**Treasurer**

Submittal Date:

**4/27/23**

Address for giving notices:

**Montana Civil Contractors, Inc.****PO Box 1019****Belgrade, MT 59714**

Telephone Number:

**406-388-1740**

Fax Number:

**406-388-5105**

Contact Name and e-mail address:

**Bob Koch - bobk@montanacivil.com**

### LIST OF SUBCONTRACTORS AND SUPPLIERS

Upon request, the BIDDER shall List below the name and business address of each subcontractor who will perform Work under this Bid, and shall also list the portion of the Work which will be done by such subcontractor.

\_\_\_\_. Subcontractor Name and Address:

W. H. Smith  
155 N 1st St Ste A  
Lander, WY

Work to be Performed:

QC Testing

Percent of total Contract: 1%

\_\_\_\_. Subcontractor Name and Address:

Bar-T Electric  
488 W North St  
Powell, WY

Work to be Performed:

Electrical

Percent of total Contract: 3%

\_\_\_\_. Subcontractor Name and Address:

DN Tanks  
10505 Corporate Dr  
Pleasant Prairie, WI

Work to be Performed:

4 MG Tank

Percent of total Contract: 35%

Upon request the BIDDER shall List below the name and business address of each Supplier who they intend on using for this project.

\_\_\_\_. Supplier Name and Address:  
Missoula Concrete Construction  
2012 Deschamps Ln  
Missoula, MT 59808

Materials to be Supplied:  
Precast buildings

\_\_\_\_. Supplier Name and Address:  
Russel Industries  
702 North Foster Rd  
Casper, WY

Materials to be Supplied:  
Booster Skid system

\_\_\_\_. Supplier Name and Address:  
Rocky Mtn Premix  
Lander, WY

Materials to be Supplied:  
Concrete & Aggregate

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND  
VOLUNTARY EXCLUSION -- LOWER TIER COVERED TRANSACTIONS**

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

#### **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS**

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**Montana Civil Contractors, Inc.**

Organization Name

**Bob Koch-President**

Name and Title of Authorized Representative



Signature

**4/26/23**

Date



## DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION

### 1. GENERAL

This project includes federal financial assistance in the form of a Reimbursement Agreement Provision. Owner and Contractor/Bidder are required to make good faith efforts with adequate documentation to include disadvantaged business enterprises (DBEs) as subcontractors or suppliers on this project. More detailed regulations are published under 40 CFR Part 33.

### 2. DBE CERTIFICATION

DBEs include minority business enterprises (MBEs) and women's business enterprises (WBEs). MBEs and WBEs must be certified as such in order to participate as a DBE. Certification can be through the Wyoming Department of Transportation (WYDOT) under its DBE program, through the Small Business Administration (SBA) under its 8(a) Business Development Program or its Small Disadvantaged Business (SDB) Program, or through other valid government or private organizations. Please see the attached list of WYDOT certified DBE firms, current as of the date shown. WYDOT maintains their list of certified DBE firms on the internet at

[http://www.dot.state.wy.us/home/business\\_with\\_wydot/contractors/Disadvantaged\\_Business\\_Enterprise.html](http://www.dot.state.wy.us/home/business_with_wydot/contractors/Disadvantaged_Business_Enterprise.html). SBA maintains a database of certified firms at [http://dsbs.sba.gov/dsbs/search/dsp\\_dsbs.cfm](http://dsbs.sba.gov/dsbs/search/dsp_dsbs.cfm).

### 3. GOOD FAITH EFFORTS

Owner and Contractor/Bidder must make the following good faith efforts when soliciting contractors, subcontractors, or suppliers to procure construction, equipment, services, and supplies on this project:

- (a) Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
- (b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
- (c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
- (d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
- (e) Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.
- (f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

### 4. FAIR SHARE OBJECTIVE

The Wyoming Reimbursement Agreement Provisions Program has negotiated the following DBE fair share objective percentages with the United States Environmental Protection Agency:

MBE: Construction 1.5%, Supplies 1.0%, Services 1.0%, Equipment 2.5%

HDR Project No. 10193520

City of Lander  
Lander High Pressure Water System Upgrades – Phase III Projects  
C-410 BID FORM  
00410 - 22

4/24/2023  
Addendum 2

WBE: Construction 2.5%, Supplies 2.5%, Services 1.5%, Equipment 5.0%

These are goals, not quotas. The requirement is that Owner and Contractor/Bidder must make and document good faith efforts to solicit DBE participation.

## 5. DOCUMENTATION FOR BIDDER TO SUBMIT WITH BID

- (a) Contractor/Bidder shall submit the DBE Good Faith Effort Documentation form (use the form provided). If requested, Bidder shall provide complete documentation for the Good Faith Efforts.
- (b) Contractor/Bidder shall submit its Bidders List with its bid, using the form provided. It shall include all entities that provided Contractor/Bidder a bid or quote on this project. It shall include both DBE and non-DBE bidders. Required information for each entity includes 1) entity's name and point of contact, 2) entity's mailing address, telephone number, and e-mail address, 3) procurement on which entity bid or quoted and when, and 4) entity's status as a MBE/WBE or non-MBE/WBE.
- (c) Contractor/Bidder shall have each DBE subcontractor/supplier it proposes to use complete EPA Form 6100-3—DBE Program Subcontractor Performance Form and shall include all completed forms as part of the bid or proposal package. This form is not needed if Contractor/Bidder has no DBE participation.
- (d) Contractor/Bidder shall complete and submit EPA Form 6100-4—DBE Program Subcontractor Utilization Form as part of the bid or proposal package. This form is not needed if Contractor/Bidder has no DBE participation.

## 6. OTHER REQUIREMENTS AND INFORMATION

- (a) Contractor must pay its subcontractors for satisfactory performance no more than 30 days from Contractor's receipt of payment from Owner
- (b) Contractor must notify Owner in writing prior to any termination of a DBE subcontractor for Contractor's convenience. Owner must pass such notification along to the Wyoming Reimbursement Agreement Provisions program.
- (c) If a DBE subcontractor fails to complete work under the subcontract for any reason, Contractor must employ the six good faith efforts if soliciting a replacement subcontractor.
- (d) Contractor must employ the six good faith efforts even if Contractor has achieved its fair share objectives.
- (e) Contractor must provide EPA Form 6100-2—DBE Program Subcontractor Participation Form to all of its DBE subcontractors. EPA Form 6100-2 gives a DBE subcontractor the opportunity to describe the work the DBE subcontractor received from the prime contractor, how much the DBE subcontractor was paid and any other concerns the DBE subcontractor might have, for example reasons why the DBE subcontractor believes it was terminated by the prime contractor. DBE subcontractors may send completed copies of EPA Form 6100-2 directly to the appropriate EPA DBE Coordinator. The EPA DBE Coordinator is Veronica Parker, phone (202) 564-5347, email [parker.veronica@epa.gov](mailto:parker.veronica@epa.gov).
- (f) Copies of EPA Form 6100-2—DBE Program Subcontractor Participation Form, EPA Form 6100-3—DBE Program Subcontractor Performance Form, and EPA Form 6100-4—DBE Program Subcontractor Utilization Form may be obtained from EPA OSDBU's Home Page on the Internet or directly from EPA OSDBU. Copies of these forms are also attached to this contract.

(g) Contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. Contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by Contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

## DBE Good Faith Effort Documentation

Project: Lander High Pressure Water System Upgrades-Phase III ProjectsBidder: Montana Civil Contractors, Inc.Bid date: 4/27/23

Bidder shall complete the checklist to certify that it has complied with the requirement to make good faith efforts to ensure that certified DBEs have the opportunity to compete for procurements funded by EPA financial assistance funds. Bidder shall make good faith efforts prior to submission of bid/proposal.

1. Did you ensure that DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities? ☒ Yes ☐ No
2. Did you make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process? ☒ Yes ☐ No
3. Did you consider in the contracting process whether firms competing for large contracts could subcontract with DBEs? This will include dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process. ☒ Yes ☐ No
4. Did you consider contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually? ☒ Yes ☐ No
5. Did you use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce? ☒ Yes ☐ No

## CERTIFICATION REGARDING DBE GOOD FAITH EFFORT

Bidder certifies, by submission of this form that it has fulfilled the Good faith efforts required for this project. If requested, Bidder shall provide complete documentation for the Good Faith Efforts.

**Jake Gestring- Project Engineer**

Name and Title

Signature 

4/26/23

Date

## Bidders List

Project: Lander Water System Upgrades- Phase IIIOwner: City of LanderBid Date: 4/27/23

Contractor/Bidder should list itself first. Then list all entities that provided Contractor/Bidder a bid or quote on this project. Include all subcontractors and suppliers, both DBE and non-DBE, regardless of whether you propose to use them. Add additional sheets as necessary.

Bidding entity name: **Montana Civil Contractors, Inc.**Contact person name: **Bob Koch**Mailing address: **PO Box 1019 Belgrade, MT 59714**Telephone: **406-388-1740**E-mail: **bobk@montanacivil.com**

Work bid: bid contract as prime

Status: ☐ MBE ☐ WBE ☒ non-DBEBidding entity name: **DN Tanks**Contact person name: **Kyle Koebbe**Mailing address: **10505 Corp. Drive, Suite 105B, Pleasant Prairie, WI**Telephone: **847-946-2063**E-mail: **kyle.koebbe@dntanks.com**Work bid: **Tank Sub**Status: ☐ MBE ☐ WBE ☒ non-DBEBidding entity name: **Patrick Construction**Contact person name: **Jeff Patrick**Mailing address: **PO Box 926, Lander, WY**Telephone: **307-332-6939**E-mail: **pci2@wyoming.com**Work bid: **HDD Boring Sub**Status: ☐ MBE ☐ WBE ☒ non-DBEBidding entity name: **Boyle Electric**Contact person name: **Dave Boyle**Mailing address: **707 Garfield Lane, Lander, WY**Telephone: **307-332-8139**E-mail: **michele@boyleelectric.net**Work bid: **Electrical Sub**Status: ☐ MBE ☐ WBE ☒ non-DBE

## Bidders List

Project: Lander Water System Upgrades- Phase IIIOwner: City of LanderBid Date: 4/27/23

Contractor/Bidder should list itself first. Then list all entities that provided Contractor/Bidder a bid or quote on this project. Include all subcontractors and suppliers, both DBE and non-DBE, regardless of whether you propose to use them. Add additional sheets as necessary.

Bidding entity name: **71 Construction**  
 Contact person name: **Dustin Welch**  
 Mailing address: **820 Lough Drive, Riverton, WY 82501**  
 Telephone: **307-856-7171**  
 E-mail: **dwelch@71construction.com**  
 Work bid: ~~bid contract as prime~~ **Hardscapes Sub**  
 Status: ☐ MBE ☐ WBE ☒ non-DBE

Bidding entity name: **Nix Construction**  
 Contact person name: **Jon Nix**  
 Mailing address: **1893 E. Skyline Dr, Suite 203 S. Ogden, UT**  
 Telephone: **801-479-9000**  
 E-mail: **jonnix@chnix.com**  
 Work bid: **Jack & Bore Sub**  
 Status: ☒ MBE ☒ WBE ☐ non-DBE

Bidding entity name: **Douglas Exploration**  
 Contact person name: **Randy Sober**  
 Mailing address: **740 S. 4th St. Douglas, WY**  
 Telephone: **307-358-3125**  
 E-mail: **lee@douglasexploration.com**  
 Work bid: **HDD Boring Sub**  
 Status: ☐ MBE ☐ WBE ☒ non-DBE

Bidding entity name: **HD Fowler**  
 Contact person name: **Dave DeLange**  
 Mailing address: **401 E. Main St. Belgrade, MT**  
 Telephone: **406-388-1169**  
 E-mail: **davede@hdfowler.com**  
 Work bid: **Pipe Supplier**  
 Status: ☐ MBE ☐ WBE ☒ non-DBE



## Bidders List

Project: Lander Water System Upgrades- Phase IIIOwner: City of LanderBid Date: 4/27/23

Contractor/Bidder should list itself first. Then list all entities that provided Contractor/Bidder a bid or quote on this project. Include all subcontractors and suppliers, both DBE and non-DBE, regardless of whether you propose to use them. Add additional sheets as necessary.

Bidding entity name: **Forterra**  
 Contact person name: **Shane Conley**  
 Mailing address: **4310 Pendleton Dr, Rapid City, SD 57701**  
 Telephone: **605-718-4111**  
 E-mail: **shane.conley@forterrabp.com**  
 Work bid: ~~bid contract as prime~~ **Precast Supplier**  
 Status: ☐ MBE ☐ WBE ☒ non-DBE

Bidding entity name: **Russel Industries**  
 Contact person name: **Tim McKinney**  
 Mailing address: **702 Foster Rd, Casper, WY**  
 Telephone: **307-265-9566**  
 E-mail: **tristan@russellpumps.com**  
 Work bid: **Pump Supplier**  
 Status: ☐ MBE ☐ WBE ☒ non-DBE

Bidding entity name: **Missoula Concrete**  
 Contact person name: **Dale Clouse**  
 Mailing address: **P.O. Box 16086, Missoula, MT**  
 Telephone: **406-549-9682**  
 E-mail: **dclouse@missoulaconcrete.com**  
 Work bid: **Precast Building Sub**  
 Status: ☐ MBE ☐ WBE ☒ non-DBE

Bidding entity name: **William H. Smith**  
 Contact person name:  
 Mailing address: **155 N 1st St. Ste, A, Lander, WY**  
 Telephone: **307-335-5646**  
 E-mail: **aryan@whsmithpc.com**  
 Work bid: **Onsite Testing Sub**  
 Status: ☐ MBE ☐ WBE ☒ non-DBE

**Bidders List**Project: **Lander Water System Upgrades- Phase III**Owner: **City of Lander**Bid Date: **4/27/23**

Contractor/Bidder should list itself first. Then list all entities that provided Contractor/Bidder a bid or quote on this project. Include all subcontractors and suppliers, both DBE and non-DBE, regardless of whether you propose to use them. Add additional sheets as necessary.

Bidding entity name: **Craftco**  
 Contact person name: **Seth Schwabauer**  
 Mailing address: **680 Airfield Lane, Sheridan, WY**  
 Telephone: **307-672-9220**  
 E-mail: **sschwabauer@craftco.com**  
 Work bid: ~~bid contract as prime~~ **Misc. Metals**  
 Status: \_\_\_ MBE \_\_\_ WBE **x** non-DBE

Bidding entity name: **Denver Industrial Pumps, Inc.**  
 Contact person name: **Mark Hibl**  
 Mailing address: **15165 W. 44th Ave Golden, CO 80403**  
 Telephone: **303-233-9255**  
 E-mail: **markh@pumpandprocesssolutions.com**  
 Work bid: **Pump Supplier**  
 Status: \_\_\_ MBE \_\_\_ WBE **x** non-DBE

Bidding entity name: **ECI, Inc**  
 Contact person name: **Casey Hoskinson**  
 Mailing address: **PO Box 1375 Glenrock, WY**  
 Telephone: **307-258-8024**  
 E-mail: **choskinson@eciwyo.com**  
 Work bid: **Electrical Sub**  
 Status: \_\_\_ MBE \_\_\_ WBE **x** non-DBE

Bidding entity name: **Rocky Mountain Reclamation**  
 Contact person name: **Kelin Burke**  
 Mailing address: **PO Box 1695**  
 Telephone: **307-745-5253**  
 E-mail: **kelinb@reveg.us**  
 Work bid: **Seeding Sub**  
 Status: \_\_\_ MBE \_\_\_ WBE **x** non-DBE

## Bidders List

Project: Lander Water System Upgrades- Phase IIIOwner: City of LanderBid Date: 4/27/23

Contractor/Bidder should list itself first. Then list all entities that provided Contractor/Bidder a bid or quote on this project. Include all subcontractors and suppliers, both DBE and non-DBE, regardless of whether you propose to use them. Add additional sheets as necessary.

Bidding entity name: **Ferguson Waterworks**  
 Contact person name: **Casey Anderson**  
 Mailing address: **PO Box 1019 Belgrade, MT 59714**  
 Telephone: **307-233-6395**  
 E-mail: **casey.anderson@ferguson.com**  
 Work bid: ~~bid contract as prime~~ **Pipe Supplier**  
 Status: \_\_\_ MBE \_\_\_ WBE x non-DBE

Bidding entity name: **NorthWest Pipe Fittings**  
 Contact person name: **Tait Cross**  
 Mailing address: **10505 Corp. Drive, Suite 105B, Pleasant Prairie, WI**  
 Telephone: **406-252-0142**  
 E-mail: **tcross@northwestpipe.com**  
 Work bid: **Pipe Supplier**  
 Status: \_\_\_ MBE \_\_\_ WBE x non-DBE

Bidding entity name: **Dana Kepner Co**  
 Contact person name: **Robert Booth**  
 Mailing address: **PO Box 926, Lander, WY**  
 Telephone: **307-235-1300**  
 E-mail: **rbooth@danakepner.com**  
 Work bid: **Pipe Supplier**  
 Status: \_\_\_ MBE \_\_\_ WBE x non-DBE

Bidding entity name: **Boyle Electric**  
 Contact person name: **Dave Boyle**  
 Mailing address: **707 Garfield Lane, Lander, WY**  
 Telephone: **307-332-8139**  
 E-mail: **michele@boyleelectric.net**  
 Work bid: **Electrical Sub**  
 Status: \_\_\_ MBE \_\_\_ WBE x non-DBE

## Bidders List

Project: Lander Water System Upgrades- Phase IIIOwner: City of LanderBid Date: 4/27/23

Contractor/Bidder should list itself first. Then list all entities that provided Contractor/Bidder a bid or quote on this project. Include all subcontractors and suppliers, both DBE and non-DBE, regardless of whether you propose to use them. Add additional sheets as necessary.

Bidding entity name: **Wind River Fence**  
 Contact person name: **Tyson Sollars**  
 Mailing address: **Tyson Sollars**  
 Telephone: **307-349-3542**  
 E-mail: **windriverfence@gmail.com**  
 Work bid: ~~bid contract as prime~~ **Fencing**  
 Status: ☐ MBE ☐ WBE ☒ non-DBE

Bidding entity name: **Preload**  
 Contact person name: **Tom Kleppe**  
 Mailing address: **135 Engineers Road, Ste. 120, Hauppauge, NY 11788**  
 Telephone: **407-739-3978**  
 E-mail: **tkleppe@reload.com**  
 Work bid: **Tank**  
 Status: ☐ MBE ☐ WBE ☒ non-DBE

Bidding entity name: **Mike Coleman Construction**  
 Contact person name: **Mike Coleman**  
 Mailing address: **PO Box 1188, Dillon, MT 59725**  
 Telephone: **406-683-3489**  
 E-mail: **mcolemanconstruction@gmail.com**  
 Work bid: **Jack and Bore**  
 Status: ☐ MBE ☐ WBE ☒ non-DBE

Bidding entity name:  
 Contact person name:  
 Mailing address:  
 Telephone:  
 E-mail:  
 Work bid:  
 Status: ☐ MBE ☐ WBE ☐ non-DBE

**Bidders List**Project: **Lander Water System Upgrades- Phase III**Owner: **City of Lander**Bid Date: **4/27/23**

Contractor/Bidder should list itself first. Then list all entities that provided Contractor/Bidder a bid or quote on this project. Include all subcontractors and suppliers, both DBE and non-DBE, regardless of whether you propose to use them. Add additional sheets as necessary.

Bidding entity name:

Contact person name:

Mailing address:

Telephone:

E-mail:

Work bid: ~~bid contract as prime~~Status: ☐ MBE ☐ WBE ☐ non-DBE

Bidding entity name:

Contact person name:

Mailing address:

Telephone:

E-mail:

Work bid:

Status: ☐ MBE ☐ WBE ☐ non-DBE

Bidding entity name:

Contact person name:

Mailing address:

Telephone:

E-mail:

Work bid:

Status: ☐ MBE ☐ WBE ☐ non-DBE

Bidding entity name:

Contact person name:

Mailing address:

Telephone:

E-mail:

Work bid:

Status: ☐ MBE ☐ WBE ☐ non-DBE



OMB Control No: 2090-0030

Approved: 8/13/2013

Approval Expires: 8/31/2015

### Disadvantaged Business Enterprise (DBE) Program DBE Subcontractor Participation Form

An EPA Financial Assistance Agreement Recipient must require its prime contractors to provide this form to its DBE subcontractors. This form gives a DBE<sup>1</sup> subcontractor<sup>2</sup> the opportunity to describe work received and/or report any concerns regarding the EPA-funded project (e.g., in areas such as termination by prime contractor, late payments, etc.). The DBE subcontractor can, as an option, complete and submit this form to the EPA DBE Coordinator at any time during the project period of performance.

Subcontractor Name		Project Name	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Prime Contractor Name		Issuing/Funding Entity:	

Contract Item Number	Description of Work Received from the Prime Contractor Involving Construction, Services , Equipment or Supplies	Amount Received by Prime Contractor

<sup>1</sup> A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

<sup>2</sup> Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

#### EPA FORM 6100-2 (DBE Subcontractor Participation Form)



OMB Control No: 2090-0030

Approved: 8/13/2013

Approval Expires: 8/31/2015

## Disadvantaged Business Enterprise (DBE) Program DBE Subcontractor Participation Form

Please use the space below to report any concerns regarding the above EPA-funded project:

[illegible]

<b>Subcontractor Signature</b>	<b>Print Name</b>
<b>Title</b>	<b>Date</b>

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

**EPA FORM 6100-2 (DBE Subcontractor Participation Form)**

Lander High Pressure water System Upgrades - Phase III Projects  
C-410 BID FORM  
00410 - 28

### Addendum 2





OMB Control No: 2090-0030

Approved: 8/13/2013

Approval Expires: 8/31/2015

**Disadvantaged Business Enterprise (DBE) Program  
DBE Subcontractor Performance Form**

This form is intended to capture the DBE<sup>1</sup> subcontractor's<sup>2</sup> description of work to be performed and the price of the work submitted to the prime contractor. An EPA Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractors bid or proposal package.

Subcontractor Name		Project Name	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Prime Contractor Name		Issuing/Funding Entity:	

Contract Item Number	Description of Work Submitted to the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
DBE Certified By: <input type="checkbox"/> DOT <input type="checkbox"/> SBA <input type="checkbox"/> Other: _____		Meets/ exceeds EPA certification standards? <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> Unknown

<sup>1</sup> A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

<sup>2</sup> Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

**EPA FORM 6100-3 (DBE Subcontractor Performance Form)**

HDK Project No. 10193520

City of Lander

Lander High Pressure Water System Upgrades – Phase III Projects

C-410 BID FORM

00410 - 29

4/24/2023

Addendum 2



OMB Control No: 2090-0030

Approved: 8/13/2013

Approval Expires: 8/31/2015

**Disadvantaged Business Enterprise (DBE) Program  
DBE Subcontractor Performance Form**

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

<b>Prime Contractor Signature</b>	<b>Print Name</b>
<b>Title</b>	<b>Date</b>

<b>Subcontractor Signature</b>	<b>Print Name</b>
<b>Title</b>	<b>Date</b>

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

**EPA FORM 6100-3 (DBE Subcontractor Performance Form)**

HDR Project No. 10193520

City of Lander  
Lander High Pressure Water System Upgrades – Phase III Projects  
C-410 BID FORM  
00410 - 30

4/24/2023  
Addendum 2



OMB Control No: 2090-0030  
 Approved: 8/13/2013  
 Approval Expires: 8/31/2015

**Disadvantaged Business Enterprise (DBE) Program  
 DBE Subcontractor Utilization Form**

This form is intended to capture the prime contractor's actual and/or anticipated use of identified certified DBE<sup>1</sup> subcontractors<sup>2</sup> and the estimated dollar amount of each subcontract. An EPA Financial Assistance Agreement Recipient must require its prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

Prime Contractor Name		Project Name	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Issuing/Funding Entity:			

I have identified potential DBE certified subcontractors	___ YES	___ NO	
If yes, please complete the table below. If no, please explain:			
Subcontractor Name/ Company Name	Company Address/ Phone/ Email	Est. Dollar Amt	Currently DBE Certified?

Continue on back if needed

<sup>1</sup> A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

<sup>2</sup> Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

**EPA FORM 6100-4 (DBE Subcontractor Utilization Form)**

HDR Project No. 10193520

City of Lander  
 Lander High Pressure Water System Upgrades – Phase III Projects  
 C-410 BID FORM  
 00410 - 31

4/24/2023  
 Addendum 2



OMB Control No: 2090-0030  
 Approved: 8/13/2013  
 Approval Expires: 8/31/2015

**Disadvantaged Business Enterprise (DBE) Program  
 DBE Subcontractor Utilization Form**

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

<b>Prime Contractor Signature</b>	<b>Print Name</b>
<b>Title</b>	<b>Date</b>

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

**EPA FORM 6100-4 (DBE Subcontractor Utilization Form)**

EPD Project No. 10175520

CITY OF LANDER

Lander High Pressure Water System Upgrades – Phase III Projects

C-410 BID FORM

00410 - 32

7/27/2013  
 Addendum 2

**BID BOND**

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

**BIDDER (Name and Address):**

Montana Civil Contractors, Inc.  
62 Skyway Blvd., PO Box 1019, Belgrade, MT 59714

**SURETY (Name, and Address of Principal Place of Business):**

Western Surety Company  
151 N. Franklin Street, Chicago, IL 60606

**OWNER (Name and Address):** City of Lander

240 Lincoln Street  
Lander, WY 82520

**BID**

Bid Due Date: 4/27/2023

**Description (Project Name— Include Location):**

Lander High Pressure Water System Upgrades – Phase III Projects – Tank and Pump Station

**BOND**

Bond Number: Bid Bond

Date: 4/19/2023

Penal sum Five Percent of Amount Bid \$ 5%  
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

**BIDDER****SURETY**

Montana Civil Contractors, Inc. (Seal) Western Surety Company (Seal)  
Bidder's Name and Corporate Seal Surety's Name and Corporate Seal

By: 

Signature

ROBERT KOCH

Print Name

President

Title

Attest: 

Signature

Title CFO

By: 

Signature (Attach Power of Attorney)

Carly Schneidenbach

Print Name

Attorney-in-Fact

Title

Attest: 

Signature Ryan Elliott

Title Montana Agent

Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.

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

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

**Know All Men By These Presents**, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Carly Schneidenbach, Individually**

of, Bozeman, MT, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

Surety Bond No.: Bid Bond

Principal: Montana Civil Contractors, Inc.

Obligee: City of Lander

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 16th day of June, 2021.



WESTERN SURETY COMPANY

*Paul T. Brufat*

Paul T. Brufat, Vice President

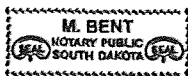
State of South Dakota  
County of Minnehaha

} ss

On this 16th day of June, 2021, before me personally came Paul T. Brufat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



*M. Bent*

M. Bent, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 19th day of April, 2023.



WESTERN SURETY COMPANY

*L. Nelson*

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to [www.cnasurety.com](http://www.cnasurety.com) > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.





**Wyoming Secretary of State**

2020 Carey Avenue  
Suite 700  
Cheyenne, WY 82002-0020  
Ph. 307-777-7311

For Office Use Only

**Karen Wheeler, WY Dep Sec of State**  
**FILED: Feb 28 2018 1:44PM**  
**Original ID: 2018-000791413**

Section 8, ItemJ.

## **Profit Corporation Articles of Incorporation**

**I. The name of the corporation is:**

Montana Civil Contractors, Inc.

**II. The name and physical address of the registered agent of the corporation is:**

Mountain Business Center, LLC  
690 S Hwy 89 Ste 200  
Jackson, WY 83001

**III. The mailing address of the corporation is:**

PO Box 1019  
Belgrade, MT 59714

**IV. The principal office address of the corporation is:**

PO Box 1019  
Belgrade, MT 59714

**V. The number, par value, and class of shares the corporation will have the authority to issue are:**

Number of Common Shares:	50,000	Common Par Value:	\$1.0000
Number of Preferred Shares:	0	Preferred Par Value:	\$0.0000

**VI. The name and address of each incorporator is as follows:**

Robert Koch  
PO Box 1019, Belgrade, MT 59714

Signature:

*Jonathan B Bextel*

Date: 02/28/2018

Print Name:

Jonathan B Bextel

Title:

Registered agent

Email:

jonathan@mountainbusinesscenter.com

Daytime Phone #:

(307) 739-3940



Secretary of State

Wyoming Secretary of State **Section 8, Item J.**

2020 Carey Avenue  
Suite 700  
Cheyenne, WY 82002-0020  
Ph. 307-777-7311

- ☒ I am the person whose signature appears on the filing; that I am authorized to file these documents on behalf of the business entity to which they pertain; and that the information I am submitting is true and correct to the best of my knowledge.
- ☒ I am filing in accordance with the provisions of the Wyoming Business Corporation Act, (W.S. 17-16-101 through 17-16-1804) and Registered Offices and Agents Act (W.S. 17-28-101 through 17-28-111).
- ☒ I understand that the information submitted electronically by me will be used to generate Articles of Incorporation that will be filed with the Wyoming Secretary of State.
- ☒ I intend and agree that the electronic submission of the information set forth herein constitutes my signature for this filing.
- ☒ I have conducted the appropriate name searches to ensure compliance with W.S. 17-16-401.
- ☒ I affirm, under penalty of perjury, that I have received actual, express permission from each of the following incorporators to add them to this business filing: Robert Koch

**Notice Regarding False Filings: Filing a false document could result in criminal penalty and prosecution pursuant to W.S. 6-5-308.**

**W.S. 6-5-308. Penalty for filing false document.**

(a) A person commits a felony punishable by imprisonment for not more than two (2) years, a fine of not more than two thousand dollars (\$2,000.00), or both, if he files with the secretary of state and willfully or knowingly:

- (i) Falsifies, conceals or covers up by any trick, scheme or device a material fact;
- (ii) Makes any materially false, fictitious or fraudulent statement or representation; or
- (iii) Makes or uses any false writing or document knowing the same to contain any materially false, fictitious or fraudulent statement or entry.

- ☒ I acknowledge having read W.S. 6-5-308.

Filer is: ☒ An Individual ☐ An Organization

**Filer Information:**

**By submitting this form I agree and accept this electronic filing as legal submission of my Articles of Incorporation.**

Signature: Jonathan B Bextel Date: 02/28/2018  
Print Name: Jonathan B Bextel  
Title: Registered agent  
Email: jonathan@mountainbusinesscenter.com  
Daytime Phone #: (307) 739-3940



2020 Carey Avenue  
Suite 700  
Cheyenne, WY 82002-0020  
Ph. 307-777-7311

## Consent to Appointment by Registered Agent

**Mountain Business Center, LLC**, whose registered office is located at **690 S Hwy 89 Ste 200, Jackson, WY 83001**, voluntarily consented to serve as the registered agent for **Montana Civil Contractors, Inc.** and has certified they are in compliance with the requirements of W.S. 17-28-101 through W.S. 17-28-111.

I have obtained a signed and dated statement by the registered agent in which they voluntarily consent to appointment for this entity.

Signature: **Jonathan B Bextel** Date: **02/28/2018**  
Print Name: **Jonathan B Bextel**  
Title: **Registered agent**  
Email: **jonathan@mountainbusinesscenter.com**  
Daytime Phone #: **(307) 739-3940**

**STATE OF WYOMING**  
**Office of the Secretary of State**

I, KAREN L. WHEELER, Acting Secretary of State of the State of Wyoming, do hereby certify that the filing requirements for the issuance of this certificate have been fulfilled.

**CERTIFICATE OF INCORPORATION**

**Montana Civil Contractors, Inc.**

I have affixed hereto the Great Seal of the State of Wyoming and duly executed this official certificate at Cheyenne, Wyoming on this **28th** day of **February, 2018** at **1:44 PM**.

Remainder intentionally left blank.



Filed Date: 02/28/2018

A handwritten signature in cursive script that reads "Karen L. Wheeler".

Acting Secretary of State

Filed Online By:  
Jonathan B Bextel  
on 02/28/2018

**NOTICE OF AWARD**

Date of  
Issuance: 5/9/2023

Owner:	City of Lander	Owner's Contract No.:	N/A
Engineer:	HDR Engineering, Inc.	Engineer's Project No.:	10193520
Project:	Lander High Pressure Water System Upgrades - Phase III Projects	Contract Name:	Lander High Pressure Water System Upgrades – Phase III Projects
Bidder:	High Country Construction, Inc.		
Bidder's Address:	PO Box 930 Lander, WY 82520		

**TO BIDDER:**

You are notified that Owner has accepted your Bid dated 4/27/2023 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Lander High Pressure Water System Upgrades – Phase III Projects.

The Contract Price of the awarded Contract is: \$9,484,375.50

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

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

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

1. Deliver to Owner 3 counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any):

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

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

---

Owner: City of Lander

Authorized Signature

By: \_\_\_\_\_

Title:

Copy: Engineer

4IMPRINT INC	Pig stress balls for Pig Roast	1,831.49
Total 4IMPRINT INC (1377):		1,831.49
71 CONSTRUCTION CO	Asphalt Patching	45,064.38
Total 71 CONSTRUCTION CO (2):		45,064.38
ADAM E PHILLIPS ATTORNEY AT LAW	Professional Fees	2,230.00
ADAM E PHILLIPS ATTORNEY AT LAW	Professional Fees	2,230.00
Total ADAM E PHILLIPS ATTORNEY AT LAW (666):		4,460.00
AFFORDABLE TREE CARE, LLC	remove christmas lights, dead limbs main street	1,550.00
Total AFFORDABLE TREE CARE, LLC (1006):		1,550.00
ALSCO	Community Center Linens	284.80
ALSCO	Community Center Linens	101.29
Total ALSCO (917):		386.09
APEX SURVEYING INC	Smith Creek Subdivision plat finalization	407.75
Total APEX SURVEYING INC (1238):		407.75
ARTERY CONSTRUCTION	tried to thew water main 100 blk south second	560.00
Total ARTERY CONSTRUCTION (37):		560.00
BADGER ENTERPRISES	Snow Removal Assistance	15,410.00
Total BADGER ENTERPRISES (1107):		15,410.00
BADGER METER INC	Beacon Mobile Hosting April 2023	291.87
BADGER METER INC	credit for endpoints	474.30-
Total BADGER METER INC (44):		182.43-
BERNARD PLUMBING	Golf Course Plumbing	734.21
BERNARD PLUMBING	Hanger Building Plumbing	512.83
Total BERNARD PLUMBING (1067):		1,247.04
BOYLE ELECTRIC	Update electrical for Guardian Flight Building	3,925.47
Total BOYLE ELECTRIC (1229):		3,925.47
CENTRAL BANK & TRUST	Petty Cash May 2023	89.00
CENTRAL BANK & TRUST	Petty Cash May 2023	25.00
CENTRAL BANK & TRUST	Petty Cash May 2023	93.00
CENTRAL BANK & TRUST	Petty Cash May 2023	108.00
CENTRAL BANK & TRUST	Petty Cash May 2023	188.00
CENTRAL BANK & TRUST	Petty Cash May 2023	80.00
Total CENTRAL BANK & TRUST (96):		583.00
CENTRAL WYOMING CLIMBERS ALLIANCE	1/2 cent recipient	421.50

Total CENTRAL WYOMING CLIMBERS ALLIANCE (1307):		421.50
CITY OF RIVERTON	2023/01 Distribution	39,298.83
Total CITY OF RIVERTON (943):		39,298.83
CITY PLUMBING & HEATING INC	Water Heater Repair	213.75
Total CITY PLUMBING & HEATING INC (105):		213.75
CIVICPLUS	website domain and DNS hosting	323.69
Total CIVICPLUS (1226):		323.69
CLAIRE CELLA	digitizing of the LVFD logo for promotional use	200.00
Total CLAIRE CELLA (1374):		200.00
COMMUNITY CENTER REFUNDS	REFUND	300.00
Total COMMUNITY CENTER REFUNDS (1210):		300.00
CONNOR, ADAM	1/2 Recipient	1,426.62
Total CONNOR, ADAM (1373):		1,426.62
COWBOY SUPPLY HOUSE	Community Center Supplies	715.80
Total COWBOY SUPPLY HOUSE (121):		715.80
CROSSING THE THRESHOLD LLC	1/2 Recipient	1,000.00
CROSSING THE THRESHOLD LLC	1/2 recipient	690.00
Total CROSSING THE THRESHOLD LLC (1359):		1,690.00
DEPT OF WORKFORCE SERVICES	Reimbursable Billing Q1 2023	4,576.00
Total DEPT OF WORKFORCE SERVICES (1096):		4,576.00
DICKINSON CREEK CO	Annual dues for Popo Agie River Park water rig	25.00
Total DICKINSON CREEK CO (1296):		25.00
DORSETT TECHNOLOGIES INC	Adding thermostats to process area and old Pla	3,613.55
Total DORSETT TECHNOLOGIES INC (1149):		3,613.55
EDLUND CONSTRUCTION LLC	Ceiling Tiles & Geese	1,940.00
Total EDLUND CONSTRUCTION LLC (1155):		1,940.00
EMPLOYEE REIMBURSEMENTS	TRAVEL REIMBURSEMENT-CASELLE TRAINI	124.50
EMPLOYEE REIMBURSEMENTS	TRAVEL REIMBURSEMENT-CASELLE TRAINI	124.50
EMPLOYEE REIMBURSEMENTS	TRAVEL REIMBURSEMENT - CHEYENNE FEB	175.00
Total EMPLOYEE REIMBURSEMENTS (154):		424.00
ERDMAN COMPANY	Conceptual and Design Fees, Bid/Permit Fees	80,000.00



Total ERDMAN COMPANY (1282):		80,000.00
FERGUSON ENTERPRISES INC	hymax oversized couplers	1,896.50
FERGUSON ENTERPRISES INC	8" repair clamps	498.00
FERGUSON ENTERPRISES INC	6" repair clamp	260.60
FERGUSON ENTERPRISES INC	6" fittings	1,995.00
FERGUSON ENTERPRISES INC	6" clamp	210.00
FERGUSON ENTERPRISES INC	3= 6" repair clamps	727.86
FERGUSON ENTERPRISES INC	6" repair clamp	210.00
FERGUSON ENTERPRISES INC	4" fittings	635.40
Total FERGUSON ENTERPRISES INC (553):		6,433.36
FLEX SHARE BENEFITS	Admin Fees April 2023	252.10
Total FLEX SHARE BENEFITS (173):		252.10
FLOYD'S TRUCK CENTER WY	Mode door actuator for HVAC	123.17
Total FLOYD'S TRUCK CENTER WY (646):		123.17
FREMONT COUNTY ASSN OF GOV	1/2 Tax Distribution	19,649.41
Total FREMONT COUNTY ASSN OF GOV (187):		19,649.41
FREMONT COUNTY CLERK	ELECTION 2022 COSTS	173.90
Total FREMONT COUNTY CLERK (690):		173.90
FREMONT COUNTY TREASURER	Dispatch - Police & Fire	17,697.25
FREMONT COUNTY TREASURER	Dispatch - Police & Fire	535.58
FREMONT COUNTY TREASURER	APRIL JAIL BILL	3,575.00
Total FREMONT COUNTY TREASURER (190):		21,807.83
FREMONT COUNTY WEED & PEST	Russian Olive removal along squaw creek at Hi	884.00
FREMONT COUNTY WEED & PEST	SMP Grant return	23,147.70
Total FREMONT COUNTY WEED & PEST (193):		24,031.70
GIDDINGS CONSTRUCTION INC	Community Center Repairs	1,727.20
Total GIDDINGS CONSTRUCTION INC (1379):		1,727.20
HDR ENGINEERING INC	Sidewalk Engineering Gannett Peak	2,495.99
Total HDR ENGINEERING INC (994):		2,495.99
HEIN BOND ARCHITECTS	Maven Architect Bill	5,525.63
Total HEIN BOND ARCHITECTS (1254):		5,525.63
HOTSY EQUIPMENT OF WYOMING	Hotsy repairs and service	384.00
Total HOTSY EQUIPMENT OF WYOMING (993):		384.00
JEFFREY QUILLEN	Coverage hours for court office	360.00

Total JEFFREY QUILLEN (1335):		360.00
KLEEN PIPE LLC	video and cleaning of 5th street	2,552.64
Total KLEEN PIPE LLC (1032):		2,552.64
L N CURTIS & SONS	Service Air Compressor for SCBA Bottle fill	2,078.30
L N CURTIS & SONS	Three new LED Litebox Vehicle Mounted Flashli	628.50
L N CURTIS & SONS	Structure boots	1,147.34
L N CURTIS & SONS	three sets of elevator keys	737.80
L N CURTIS & SONS	Airbags, hoses and fittings for a complete set of	3,786.65
L N CURTIS & SONS	Structure Boots	5,626.18
Total L N CURTIS & SONS (276):		14,004.77
LACAL EQUIPMENT INC	Seal	87.85
LACAL EQUIPMENT INC	Flight squeegee	357.90
Total LACAL EQUIPMENT INC (278):		445.75
LANDER GOLF & COUNTRY CLUB	Community Support	43,500.00
Total LANDER GOLF & COUNTRY CLUB (286):		43,500.00
LANDER SENIOR CITIZENS CENTER	Senior Center Bills March 2023	2,974.52
Total LANDER SENIOR CITIZENS CENTER (296):		2,974.52
LEDA	Leda Reimbursement	4,355.00
Total LEDA (1193):		4,355.00
LOCAL GOVERNMENT LIABILITY POOL	Membership Renewal	27,452.00
Total LOCAL GOVERNMENT LIABILITY POOL (316):		27,452.00
LOZIER, TERESA	Janitorial services	475.00
LOZIER, TERESA	Janitorial services	475.00
Total LOZIER, TERESA (995):		950.00
MASTERCARD	LED Safety Wand kit	325.46
MASTERCARD	Gym membership	44.00
MASTERCARD	First Aide Supplies	312.75
MASTERCARD	Fuel transfer tank & equipment	1,920.65
MASTERCARD	Training for S. Springston	150.00
MASTERCARD	Trees for Arbor Day	194.58
MASTERCARD	Easter Egg Hunt prizes	398.19
MASTERCARD	Wire harness for radio charger	26.36
MASTERCARD	Poles to reach smoke detectors	39.97
MASTERCARD	Repair kit for Hydro nozzle	171.00
MASTERCARD	IRC study guide	89.09
MASTERCARD	Building inspection sheets	229.50
MASTERCARD	Sleeve valve repair parts	17,667.00
MASTERCARD	Water bill printing March 2023	685.51
MASTERCARD	Replacement Headlights on IC-2	125.99
MASTERCARD	Toner - fire hall	337.50
MASTERCARD	TPMS Sensor	84.62
MASTERCARD	Wireless keybords	90.50

MASTERCARD	Ice bags for ice machine	99.99
MASTERCARD	SD card for dash camera	39.99
MASTERCARD	Strut clamps 1 1/4 in	7.99
MASTERCARD	Dash Camera for IC-2	149.98
MASTERCARD	LED Road Flares	239.96
MASTERCARD	Office supplies	38.68
MASTERCARD	Pocket penetrometers	113.60
MASTERCARD	Thank you cards	169.00
MASTERCARD	Engrave Traveling Trophy	25.00
MASTERCARD	AWS	20.00
MASTERCARD	Easter egg hunt tickets	25.18
MASTERCARD	Legal advertisement	855.40
MASTERCARD	CPVC Fittings	165.31
MASTERCARD	Lunch - Water break	40.52
MASTERCARD	Plow parts	271.49
MASTERCARD	Generator repair	90.00
MASTERCARD	Fire extinguisher recertification	273.00
MASTERCARD	Storage	40.00
MASTERCARD	L23-00861 City PD	125.00
MASTERCARD	Overtime Webinar	76.00
MASTERCARD	Overtime Webinar	76.00
MASTERCARD	Electrical work on compressors	3,701.64
MASTERCARD	Spectrum Fiber March 2023	449.50
MASTERCARD	Spectrum Fiber March 2023	449.50
MASTERCARD	Recertification Fee	125.00
MASTERCARD	Annual Subscription	499.00
MASTERCARD	PD jumper cables	36.99
MASTERCARD	APT Conf. registration & ACPFIM	399.00
MASTERCARD	APT Conf. registration & ACPFIM	399.00
MASTERCARD	Seat motor	52.40
MASTERCARD	LED lightheads	481.83
MASTERCARD	Nitrile gloves & DVD supplies	84.56
MASTERCARD	DVD's sleeves supplies	14.25
MASTERCARD	Training in Cheyenne	980.00
MASTERCARD	Lunch - WAM Dubois	27.15
MASTERCARD	Supplies - LCCC	25.99
MASTERCARD	Paper	125.88
MASTERCARD	Paper	399.60
MASTERCARD	Glass cleaner & tire gauge	39.07
MASTERCARD	March BacT Samples	75.00
MASTERCARD	Missy lunch FCAG	10.54
MASTERCARD	Apr BacT Samples	60.00
MASTERCARD	Bikes for Easter egg hunt	1,359.99
MASTERCARD	Spectrum phone Feb. 2023	11.59
MASTERCARD	Spectrum Phone Feb 2023	113.15
MASTERCARD	Spectrum Phone Feb 2023	129.98
MASTERCARD	Spectrum Phone Feb 2023	129.99
MASTERCARD	Spectrum Phone Feb 2023	129.99
MASTERCARD	Spectrum Phone Feb 2023	129.99
MASTERCARD	Spectrum Phone Feb 2023	129.99
MASTERCARD	Spectrum phone Feb. 2023	259.98
MASTERCARD	Drinks for water breaks	15.48
MASTERCARD	Floor Wax	264.98
MASTERCARD	MasterCard Annual Fee	200.00
MASTERCARD	Gas	14.70
MASTERCARD	Employee Benefit	14.99
MASTERCARD	Materials	356.75
MASTERCARD	Gas	41.86
MASTERCARD	Automation service	1,783.66

MASTERCARD	Repair - LCCC	17.90
MASTERCARD	April 1st set BacT Samples	75.00
MASTERCARD	Supplies - LCCC	15.79
MASTERCARD	Fuel - Provo - Caselle training	53.03
MASTERCARD	Fuel - Provo - Caselle training	44.85
MASTERCARD	Phones	25.76
MASTERCARD	Phones	113.97
MASTERCARD	Phones	198.14
MASTERCARD	Professional Fees	199.00
MASTERCARD	Phones	204.79
MASTERCARD	Phones	290.27
MASTERCARD	Halsmer & Wooten hotel rooms	196.00
MASTERCARD	Google Workspace March 2023	456.44
MASTERCARD	Google Workspace March 2023	456.45
MASTERCARD	Backup Internet	108.25
MASTERCARD	Return evidence that's not ours	13.05
MASTERCARD	Digital aiming tilt sensor	830.33
MASTERCARD	Testing for Shayne	100.00
MASTERCARD	March wastewater testing	319.00
MASTERCARD	March wastewater testing	319.00
MASTERCARD	March wastewater testing	399.00
MASTERCARD	March wastewater testing	316.00
MASTERCARD	March wastewater testing	316.00
MASTERCARD	Leadership Wyoming	250.00
MASTERCARD	Supplies	63.85
MASTERCARD	Cleaning Supplies	16.55
MASTERCARD	Fasteners & glue	18.78
MASTERCARD	Shipping to WAMCO Lab	106.21
MASTERCARD	Shipping to WAMCO Lab	110.57
MASTERCARD	Shipping to WAMCO Lab	110.57
MASTERCARD	Supplies	80.00
MASTERCARD	Maintenance	234.00
MASTERCARD	Food for Water Break	75.91
MASTERCARD	Food for Water Break	88.29
MASTERCARD	Hotel - Lutterman & Wangberg	980.00
MASTERCARD	Toner	42.68
MASTERCARD	welding wire flex steel tape	36.92
MASTERCARD	lights for headlight assembly	8.99
MASTERCARD	Shop tools	313.26
MASTERCARD	Fittings anti-gel trash bags	115.70
MASTERCARD	Safety Gear S. Springston	269.98
MASTERCARD	Emery cloth	10.98
MASTERCARD	Fuel nozzle & parts	108.47
MASTERCARD	Fuel hose & fitting	30.18
MASTERCARD	Tools	312.25
MASTERCARD	Fasteners lag screws	3.77
MASTERCARD	Inventory repair tools	66.58
MASTERCARD	Floor absorbent	26.97
MASTERCARD	Ecoli Testing	360.00
MASTERCARD	March Ecoli Testing	270.00
MASTERCARD	Lunch - Water break	54.14
MASTERCARD	Silicone Sealant - Stainless Steele	138.36
MASTERCARD	Certified mail unsafe building	4.95
MASTERCARD	Legal advertisement	379.12
MASTERCARD	Hotel - Provo	73.65
MASTERCARD	Hotel - Provo	73.65
MASTERCARD	Training for S. Springston	199.00
MASTERCARD	Hotel - Provo	126.82
MASTERCARD	Hotel - Provo	126.82
MASTERCARD	Backpack blower	633.37

MASTERCARD	Faucet filter for PD	55.78
MASTERCARD	Hotel - Provo	65.68
MASTERCARD	Hotel - Provo	65.68
MASTERCARD	Refund fire hall door locks	144.20-
MASTERCARD	Hotel - St. George	116.12
MASTERCARD	Hotel - St. George	116.12
MASTERCARD	This is a credit not a purchase	59.50-
MASTERCARD	Uniforms	158.50
MASTERCARD	Keys for fire hall	26.10
MASTERCARD	Tape	51.32
MASTERCARD	Vonage phone March 2023	880.94
MASTERCARD	Vonage phone March 2023	880.94
MASTERCARD	Credit-food for water breaks	3.04-
MASTERCARD	Halsmer & Wooten room credit	7.84-
MASTERCARD	Hotel for ARPA-SLIB Meeting	294.00
MASTERCARD	Broom sensors	610.40
MASTERCARD	Coffee pods for plant	29.99
MASTERCARD	U-Joints	30.06
MASTERCARD	Air dump silencing attachments	30.24
MASTERCARD	Drill bit set and bathroom spray	35.36
MASTERCARD	U-Joints	38.61
MASTERCARD	Voltage tester & supplies	66.83
MASTERCARD	Push brooms and floor squeegee	83.30
MASTERCARD	Fasteners	91.91
MASTERCARD	Unistrut channel & fittings	281.72
MASTERCARD	Vacuum cleaner	309.00
MASTERCARD	30 amp fuse and 12 ga. Butt conn.	8.83
MASTERCARD	Taser replacement batteries	697.60

Total MASTERCARD (327): 55,287.53

MES ROCKY MOUNTAINS Air pack testing, Never received the bill until yes 3,609.70

Total MES ROCKY MOUNTAINS (336): 3,609.70

MISC ONE TIME VENDOR REIMBURSEMENT FOR TRAINING FOOD PU 78.74  
MISC ONE TIME VENDOR TOBACCO COMPLIANCE CHECKS 130.00  
MISC ONE TIME VENDOR Refund 50.00

Total MISC ONE TIME VENDOR (342): 258.74

NAPA AUTO PARTS - LANDER Tire valve and tool 7.90  
NAPA AUTO PARTS - LANDER Headlight bulbs 27.86  
NAPA AUTO PARTS - LANDER Sea Foam, antifreeze, Teflon tape 181.38  
NAPA AUTO PARTS - LANDER Bulbs 43.58  
NAPA AUTO PARTS - LANDER Battery 51.52  
NAPA AUTO PARTS - LANDER Batteries 308.12  
NAPA AUTO PARTS - LANDER Battery 49.46  
NAPA AUTO PARTS - LANDER Battery credit 9.00-  
NAPA AUTO PARTS - LANDER Filters 38.34  
NAPA AUTO PARTS - LANDER Interior door handle 12.32  
NAPA AUTO PARTS - LANDER Window clips 3.65  
NAPA AUTO PARTS - LANDER Headlight bulb 10.95  
NAPA AUTO PARTS - LANDER ABS Sensor 54.11  
NAPA AUTO PARTS - LANDER Filters and headlight bulbs 113.93

Total NAPA AUTO PARTS - LANDER (353): 894.12

NORCO INC Cylinder Rental March 2023 70.68

Total NORCO INC (364):		70.68
OROGRAPHIC CREATIVE	Table Mtn Website Design	400.00
Total OROGRAPHIC CREATIVE (1298):		400.00
OVERHEAD DOOR COMPANY	Garage doors matinance	181.00
Total OVERHEAD DOOR COMPANY (378):		181.00
PATRICK CONSTRUCTION INC	Assist with Water Main Break	3,137.50
Total PATRICK CONSTRUCTION INC (385):		3,137.50
RAMKOTA HOTEL & CONFERENCE CENTER	Direct Bill to City for WARWS Confernece	340.00
RAMKOTA HOTEL & CONFERENCE CENTER	Direct Bill for WARWS Conference for Terry's ro	340.00
Total RAMKOTA HOTEL & CONFERENCE CENTER (953):		680.00
REWORX	This month's invoice includes the continued dev	1,635.00
REWORX	This month's invoice includes the continued dev	1,635.00
Total REWORX (1347):		3,270.00
ROCKY MOUNTAIN POWER	Electricity 2 months	7,477.23
ROCKY MOUNTAIN POWER	Electricity 2 months	739.66
ROCKY MOUNTAIN POWER	Electricity 2 months	2,951.31
ROCKY MOUNTAIN POWER	Electricity 2 months	3,702.55
ROCKY MOUNTAIN POWER	Electricity 2 months	1,485.63
ROCKY MOUNTAIN POWER	Electricity 2 months	496.78
ROCKY MOUNTAIN POWER	Electricity 2 months	4,286.77
ROCKY MOUNTAIN POWER	Electricity 2 months	6,336.55
Total ROCKY MOUNTAIN POWER (435):		27,476.48
ROCKY MOUNTAIN PRE-MIX	Snow Removal	8,167.30
ROCKY MOUNTAIN PRE-MIX	super blocks	320.00
Total ROCKY MOUNTAIN PRE-MIX (436):		8,487.30
SIX ROBBLEES INC	Sealer, Cement, and tire lube	105.07
Total SIX ROBBLEES INC (463):		105.07
STRIKE CONSULTING GROUP	5th Street Engineering	4,673.75
STRIKE CONSULTING GROUP	Easement Mapping Engineering	1,842.50
Total STRIKE CONSULTING GROUP (1112):		6,516.25
SUMMIT FIRE & SECURITY	Community Center Semi Annual Service	513.00
Total SUMMIT FIRE & SECURITY (1279):		513.00
SUMMIT WEST CPA GROUP, P.C.	IT Work March 2023	635.00
SUMMIT WEST CPA GROUP, P.C.	IT Work March 2023	327.00
Total SUMMIT WEST CPA GROUP, P.C. (1328):		962.00
SWEETWATER AIRE	install of new motor and ordering motor and pilo	2,799.42

SWEETWATER AIRE	Install of new motor on HVAC system	997.50
SWEETWATER AIRE	Golf Course Maintenance Shop Heater Repair	5,555.44
Total SWEETWATER AIRE (484):		9,352.36
THATCHER COMPANY	Pup of Caustic Soda	18,201.76
THATCHER COMPANY	Tanker of Aluminum Sulfate	8,710.40
Total THATCHER COMPANY (498):		26,912.16
TYLER TECHNOLOGIES	hardware and annual fee	1,048.00
Total TYLER TECHNOLOGIES (1129):		1,048.00
WALLER, TECIA	Maintenance LCCC	3,500.00
Total WALLER, TECIA (1333):		3,500.00
WAM - WCCA	4th Installment - Community Center	2,500.00
WAM - WCCA	WAM REGISTRARTION	334.00
Total WAM - WCCA (546):		2,834.00
WATER REFUNDS	Denisse Castillejo	143.46
Total WATER REFUNDS (552):		143.46
WESTERN LAW ASSOCIATES	April Services	2,555.74
Total WESTERN LAW ASSOCIATES (559):		2,555.74
WHITING LAW PC	April 2023 Services	690.00
Total WHITING LAW PC (564):		690.00
WILLIAM H SMITH & ASSOC	Lincoln Street Engineering	2,010.00
WILLIAM H SMITH & ASSOC	Baldwin Creek Engineering	2,940.00
WILLIAM H SMITH & ASSOC	Baldwin Creek Engineering	2,452.50
Total WILLIAM H SMITH & ASSOC (1058):		7,402.50
WIPFLI	update proforma based on bank loan in lieu of U	6,750.00
Total WIPFLI (1280):		6,750.00
WWC ENGINEERING	Wells Engineering Design	5,771.75
Total WWC ENGINEERING (1326):		5,771.75
WYDOT - FINANCIAL SERVICES	Fuel-March 2023	11,056.70
WYDOT - FINANCIAL SERVICES	Fuel-March 2023	875.80
WYDOT - FINANCIAL SERVICES	Fuel-March 2023	5,528.35
WYDOT - FINANCIAL SERVICES	Fuel-March 2023	5,528.34
WYDOT - FINANCIAL SERVICES	Fuel-April 2023	2,649.20
WYDOT - FINANCIAL SERVICES	Fuel-April 2023	373.94
WYDOT - FINANCIAL SERVICES	Fuel-April 2023	1,324.60
WYDOT - FINANCIAL SERVICES	Fuel-April 2023	1,324.60
Total WYDOT - FINANCIAL SERVICES (606):		28,661.53



WYOGLOSS LLC	1/2 recipient	21,436.01
Total WYOGLOSS LLC (1370):		21,436.01
WYOMING MACHINERY CO.	Filters	173.08
Total WYOMING MACHINERY CO. (610):		173.08
WYOMING RETIREMENT SYSTEM	Firefighter Retirement	618.75
Total WYOMING RETIREMENT SYSTEM (614):		618.75
YOUTH SERVICES OF FREMONT CO	Community Support	28,750.00
Total YOUTH SERVICES OF FREMONT CO (622):		28,750.00
Grand Totals:		648,059.21

## Report GL Period Summary

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

2023  
WILDLAND FIRE MANAGEMENT  
ANNUAL OPERATING PLAN

PREAMBLE

This operating plan is prepared pursuant to the Wyoming Interagency Cooperative Fire Management Agreement USDA Forest Service 22-FI-11020000-002, USDI Bureau of Land Management BLM MOU WY914-22-01, USDI National Park Service Z12-492200001, USDI Bureau of Indian Affairs and the USDI Fish and Wildlife Service.

PURPOSE

This is a Sub-Geographic Area Annual Operating Plan (AOP) meant to address issues affecting cooperation, interagency working relationships and protocols, financial arrangements, and joint activities across the State of Wyoming. The AOP details operating procedures applicable across the State and those applicable to specific districts. Procedures applicable to specific districts are included in Attachments A, B, C, D, and E, District Specific Procedures, which are incorporated herein by this reference. Signatories to this AOP agree to the procedures applicable across the State and to those applicable to their specific district.

RECITALS

National Response Framework activities will be accomplished utilizing established dispatch coordination concepts. Situation and damage assessment information will be transmitted through established fire suppression intelligence channels.

Jurisdictional Entities are responsible for all planning documents i.e. land use, resource and fire management plans and decision support documents, for a unit's wildland fire and fuels management program.

Protecting Entities implement the actions documented and directed by the appropriate planning documents and decision support documents for initial and extended attack on wildfire incidents. They provide supervision and support including operational oversight, direction and logistical support to Incident Management Teams.

## INTERAGENCY COOPERATION

### Interagency Dispatch Centers:

The entities agree to participate in the neighborhood dispatch system. The Entities give authority to the interagency dispatch center to provide the services requested in support of the appropriate center's charter and operating plan. Interagency Dispatch Centers will work together to ensure a positive communication flow and closest available resources will be utilized within capability. For specifics, see Attachment E.

### Mobilization Process for State and County Resources:

When resources are mobilized by local 911 dispatch centers for initial attack fires that threaten or are on federal lands, the responding county will notify the respective interagency dispatch center as soon as possible. In circumstances where all private land is involved, federal resource assistance may be requested through the respective interagency dispatch center. Resources that are mobilized using the dispatch ordering system for large fire support will notify the respective interagency dispatch center upon their arrival home.

### Standards:

#### Firefighter Qualifications:

1. Qualifications for local resources utilized for fire suppression within that respective county will meet local standards.
2. Except for County to County resources, all resources ordered through an interagency dispatch center will meet NWCG 310-1 standards. Certification for positions are in accordance with the Wyoming Redcard Manual.

Federal Agencies will ensure the following minimum required elements are included in the agreement:

1. Local fire department personnel responding to incidents on Federal lands must:
  - a. Be 18 years of age or older
  - b. Have and use the required personal protective equipment (PPE) found in the Interagency Standards for Fire and Fire Aviation Operations ("Red Book" Ch.13);
  - c. Have a basic level of wildland fire training. The National Wildfire Coordinating Group (NWCG) course S-190, S-130, and L-180 are recommended, both courses can be modified to fit local needs.
2. Pre-identified incident communication protocols will be established and followed (e.g. frequencies plans, points of contact, and interoperable radio hardware).
3. The Incident Command System (ICS) will be used to manage all incidents.



The minimum elements are critical to ensure safe and effective response to wildfires. While on a Federal incident, local fire department leadership is responsible to only deploy personnel that are in compliance with these minimum elements.

### PREPAREDNESS

#### Protection Areas and Boundaries:

If applicable, each entity will provide a Protection Area Map to be included in district specific attachments.

#### Wyoming State Forestry Division (WSFD):

WSFD shall assume cost of its non-aviation related resources such as overhead, Smokebusters (WHCC), engines, or personnel for a maximum of 24 hours following the initial dispatch to the fire. This shall not be construed as automatic 24 hour dispatch. Any deviation or variation will be at the discretion of the WSFD Fire Duty Officer or their designee. An exception to the 24 hour reciprocal period is the Wyoming State Helitack, provisions are as follows:

1. WSFD may assume the cost of the aircraft daily availability at the discretion of the WSFD Duty Officer unless noted otherwise on a cost share agreement.
2. To promote safe and aggressive initial attack, fires on all jurisdiction that pose an imminent threat to State and/or Private lands: WSFD shall assume all associated costs of the Wyoming State Helitack for a full operational period to be determined by the WSFD Fire Duty Officer. Federal/other out of state personnel assigned to the Helitack may still be billed to the incident during this time.
3. Fires on Federal lands or those fires that pose no imminent threat to State and/or Private land, WSFD may seek reimbursement for costs associated with the Wyoming State Helitack.
4. Rates for the Helicopter and supporting costs shall be distributed upon execution of the contract.

#### Agreements/MOUs for Fire Suppression Responsibilities:

Agreements/MOUs between entities establishing fire suppression responsibilities will be recognized by this Annual Operating Plan. Entities providing this protection may represent the interest of the jurisdictional entity whose lands are being protected. Unless specified otherwise, the lands protected under Agreement/MOU will be afforded the same conditions/terms as the protecting entity's lands (i.e. mutual aid periods, etc.). All signatories to this Annual Operating Plan will be notified, in writing, of changes or modifications to fire suppression responsibilities by the entity providing protection at the time of an approved Agreement/MOU.

### Joint Projects and Project Plans:

On fires that threaten, or involve, the Wildland Urban Interface, the County's Community Wildfire Protection Plan should be referred to for suppression priorities and other information that could prove beneficial to the suppression efforts.

### Fire Prevention/Education/Mitigation:

The Entities agree to cooperate in the development and implementation of fire prevention/education/mitigation programs. Entities will collaborate on ways to prevent unwanted wildfires. This program will have an overarching goal of lessening the risk of wildfire impacts to the public and private land and structures especially in the WUI.

### Fire Restrictions:

Fire Restrictions and/or Closures will be communicated and coordinated between the Entities to include initiating, implementing, and lifting.

### Prescribed Fire (Planned Ignitions) and Fuels Management:

1. Fuels management and prescribed fire projects will be coordinated with the Entities to this agreement.
2. Wildland fires(s) resulting from escaped prescribed fires at the direction or under the supervision of one of the Entities to this agreement shall be the responsibility of that Entity. All suppression costs exclusive of reciprocal periods shall be borne by the responsible Entity. The responsible agency on federal lands shall be the jurisdictional agency. An Entity may take appropriate suppression action when lands under its protection responsibility are involved in or threatened by the fire. Such suppression action may be taken on its own initiative or at the request of the responsible Entity. An Entity may take appropriate suppression action, at the request of the responsible Entity, when lands under its protection are not involved in or threatened by the fire. The responsible Entity shall reimburse the other Entity for all suppression costs incurred in accordance with this clause.
3. Escaped prescribed fires ignited by individual(s) not party to this agreement will be considered as wildland fires requiring suppression action under the terms and conditions of this agreement.
4. Entities agree to share and reimburse, according to the rates established in the Wyoming Wildland Fire Resource Mobilization Guide for resources used on prescribed fire projects, based on availability, qualifications, and need. For Forest Service prescribed fire projects, a separate agreement will be executed.



### Smoke Management:

Within their authorities, the Parties to this Agreement agree to cooperate in smoke management efforts. The Wyoming Department of Environmental Quality, Air Quality Division, Smoke Management Program has access to the Wyoming State Forestry Division Wildfire Reporting Program and will assist in the coordination of smoke management within the state in support of the Wyoming Air Quality Standards & Regulations Chapter 10, Section 4, Smoke Management Requirements.

## OPERATIONS

### Fire Notifications and Reporting:

All Wildland Incidents and initial attack action will be reported through the appropriate Interagency Dispatch Center before engaging and upon arrival to the incident. The Interagency Dispatch will then notify the protecting entity of the wildland incident within or near their boundaries.

### Initial Attack:

If one or more Entities to this agreement arrive on initial attack, the first Entity on the scene will assume command or what is mutually agreed upon between those entities first arriving to the incident. Once protection responsibilities are established, the protecting Entity will either assume command or request a supporting Entity to do so.

### Independent Action on Lands Protected by Another Entity:

Nothing herein shall prohibit any Entity, on its own initiative, with notification and coordination with the protecting Entity and without requesting reimbursement from going upon lands known to be protected by another Entity to engage in suppression of wildland fires, when such fires are a threat to lands within that Entity's protection responsibility.

### Special Management Considerations:

#### Heavy Equipment Use

Heavy equipment use provisions will be defined in County attachments as guidelines differ across the State.

#### Use of Aerial Retardant on Federal Lands

Pursuant to agency policy, each federal management unit has identified areas where aerial retardant may not be applied, unless a decision by the Incident Commander determines that

human life or safety is threatened and retardant will mitigate that threat. These areas are identified on a map for each unit and may include areas within 300 feet of waterways (streams and lakes); where threatened, endangered, or sensitive species habitat occurs that could be impacted by retardant; and/or where cultural resources exist that have been identified for exclusion from retardant. If retardant is applied in these areas, the agency administrator must be notified for reporting requirements to be met.

### Special Lands Designations

On Wilderness lands (Congressional Designated, Wilderness Study Areas, and Recommended/Proposed/Potential Wilderness), and Areas of Critical Concerns (BLM) special tactics must be used. No motorized equipment may be used without proper approval including chainsaws, portable pumps and helicopter landings. Minimum Impact Suppression Tactics (MIST) will be utilized in order to minimize adverse impacts of management actions. Fire management resources will be advised of this and briefed on MIST. Sage Grouse – General Habitat, Priority Habitat and Sagebrush Focal Areas are identified as high value areas to protect from disturbances from wildfires. Aggressive actions and coordination will be taken on all wildfire incidents with these identified areas.

### Decision Process:

#### Escaped Fires or Fires Threatening Other Jurisdictions

Field personnel involved in fire suppression action will contact the other protecting Entities as soon as possible after a fire escapes or threatens to escape initial attack near intermingled ownership (defined as different ownership within 1 mile of the fire or it is anticipated that other ownerships may be involved) and a Unit Administrator Group (see Glossary) will be assembled by the initial attack Entity to represent the jurisdictional Entities involved with that fire. For a list of the designated representatives for creating a unit administrator group, see Directory E-1.

#### 1. Guidelines for assembling the Unit Administrator Group:

- a. A wildland fire that escapes initial attack or threatens other jurisdiction .
- b. The fire is to be determined at a Type III or higher complexity level.
- c. Containment is not anticipated before the next burning period.

#### 2. The Unit Administrator Group's functions is:

- a. To participate in development and approval of wildfire decision documents for managing a fire incident.
- b. To recommend to the appropriate Line Officer(s) the level at which the incident should be managed.
- c. To prepare a Delegation of Authority for Line Officer(s) signature.
- d. To act as the representative for the respective Entity.
- e. To develop incident management objectives and agree on management actions



needed.

- f. To initiate a written cost share agreement for Line Officer(s) approval with signatures prior to the end of the fire. (See Example in Wyoming Wildland Fire Resource Mobilization Guide)
- g. To agree to all expenditures whenever the suppression plan must be modified including mop-up, rehab and patrol after demobilization of the fire.
  - 1) The Incident Commander/Unified Command will provide the Unit Administrator Group with an estimated fire cost daily.
  - 2) The Incident Commander/Unified Command and the Unit Administrator Group will reach mutual agreement when the fire situation is such that the group can be demobilized.

#### Delegation of Authority:

It is recognized that initial attack and rapidly expanding incidents often involve multi-jurisdictions. Determining the appropriate jurisdiction and obtaining delegations of authority in an efficient and effective manner is often difficult and may be further hampered by the remoteness of incidents in relation to Entities having authority and jurisdictional responsibility.

The Entities which are party to the Annual Operating Plan agree that initial attack delegation will be valid until a qualified incident commander from the entity having jurisdiction is on scene, or a revised or updated incident specific delegation of authority is signed. The Incident Commander being delegated authority should be confirmed through the dispatch log for that position from the Interagency Dispatch Center. Incidents that have been declared as exceeding initial attack and transition to extended attack should have an incident specific delegation of authority in place as soon as possible.

#### Preservation of Evidence/Fire Cause Determination:

Each Entity is responsible for investigating and taking appropriate law enforcement action for all fires on lands under their jurisdiction. The initial attack Incident Commander will take all responsible precautions to preserve evidence found.

Entities shall render mutual assistance in investigation and law enforcement activities and in court prosecutions to the fullest extent possible. Each Entity shall be responsible for fire-related law enforcement activities on wildfires that originate on their respective lands. To the extent permitted by Federal and State law, the protecting Entity will provide investigation files relative to the fire to the Jurisdictional Entity for legal action and/or prosecution.

## REIMBURSEMENT OF INTERAGENCY FIRE RESOURCES

### Cost Share Agreement:

In situations where an incident encompasses land under the protection or jurisdictional responsibility of more than one Entity, a cost share agreement will be initiated prior to fire being declared controlled and negotiated on a case by case basis

Where agreement cannot be reached regarding incident strategies, tactics or costs, the discussion will be elevated to the next level of Entity administrators representing each Entity.

For incidents that go beyond the reciprocal period (mutual aid) it should be noted in the Cost Share Agreement that reciprocal (mutual aid) period will not apply; all costs will begin at the start of the incident, unless otherwise specified by an individual district attachment. (i.e. For the sake of this cost share agreement, all costs will be collected from the beginning of the incident and no mutual aid period will apply.)

### Private Lands:

Costs associated with the suppression of wildland fire on private land or structure protection of private structures against an active threat from an ongoing wildland fire are the responsibility of the protecting entity that has jurisdiction for that private property. These costs may be considered for inclusion in the cost share agreement for a wildland fire incident.

### Federal Lands w/Private Structures:

The structure protection of privately owned structures on federal lands against an active threat from an ongoing wildland fire are the responsibility of the protecting Entity that has jurisdiction for the private structures. Structure protection responsibilities of the protecting Entity include actions taken directly on the structure or the immediate area surrounding structure. The federal agencies will be responsible for cost associated with keeping the fire from reaching the structures. These costs may be considered for inclusion in the cost share agreement for a wildland fire incident.

Entities that elect not to suppress an ignition with intent to manage the fire for resource benefits are responsible for the cost associated with that fire. This includes the cost of protecting private land, structures and infrastructure, as well as other State and Federal managed lands, unless negotiated with the other affected jurisdiction.

For incidents that have an initial response objective of protection (suppression) and it is later determined that there is also an opportunity to effectively manage a portion of the incident for resource benefit objectives, Entities should follow the standard cost share principles and many need to develop additional cost share agreements based on changes in the situation and objectives.



The protecting Entity is responsible for developing structure protection plans and coordinating with the incident management team to implement the plan. This could include the -protecting Entity preparing the plan themselves or working with the incident management team to obtain resources to prepare and implement the plan. The local Entity is responsible for determining any actions to be applied directly to a structure such as wrapping; applying foam, fire gels, or other retardants; sprinkler on roofs, etc.

#### State Trust Lands w/Private Structures:

The structure protection of privately owned structures on state trust lands against an active threat from an ongoing wildland fire are the responsibility of the protecting Entity that has jurisdiction for the private structures. Structure protection responsibilities of the protecting Entity include actions taken directly on the structure of the immediate area surrounding structure. Wyoming State Forestry Division will be responsible for costs associated with keeping the fire from reaching the structures. These costs may be considered for inclusion in the cost share agreement for a wildland fire incident.

#### Training:

The Entities party to this agreement will coordinate wildland fire training locally, within the county, state and the Geographic Area.

#### Communication Systems:

Communication frequencies to be used for initial attack are included in Attachment E-2.

All Entities will utilize the current year Standard Air to Ground naming convention adopted by the National Interagency Incident Communication Division.

All Entities to this agreement give permission for the use of their respective entities radio frequencies for emergency use only including WyoLink.

#### Aviation Operations:

1. Aerial resources may be used with prior approval of the jurisdictional Entity unless otherwise specified under “Special Management Considerations” of this plan.
2. Aerial resources will be paid for by the requesting Entity if prior approval has not been obtained.
3. Air to air and air to ground frequencies with designated ground contacts need to be established by dispatch.
4. Aviation use will be requested through the appropriate interagency dispatch center.

## Billing Procedures:

A. Federal Agencies will not bill each other for fire suppression. See Section C for State and County billings.

### B. Out of State:

1. When non-federal resources respond to incidents outside the State of Wyoming, bill should be submitted to WSFD Headquarters.
2. When non-federal resources respond outside the State of Wyoming to incidents that are under USDA Forest Service Jurisdiction or where the USDA Forest Service is the Lead Agency for Payment, Wyoming State Forestry Division will audit, may reimburse, and forward all completed bills for services to the USDA Forest Service at the address listed below in Section C.
3. When non-federal resources respond outside the State of Wyoming to incidents that are under US DOI Jurisdiction or where the US DOI is the Lead Agency for Payment, Wyoming State Forestry Division will audit, may reimburse, and forward all completed bills for services to the appropriate DOI Agency at the address listed below in Section C.
4. Payment Due Dates: All bills will have a payment due date 30 days after the date of issuance. If payment cannot be made before the 30 days expire, then a 30-day extension, with oral or written justification, may be requested. Voucher difference statements will accompany any payment made that is different than the amount billed.
5. Disputed Billings: Written notice that a bill is contested will be mailed to the billing agency within 30 days of issuance of the final bill, and will fully explain the area of dispute. Contested items will be resolved within the designated waiver period.
6. Fire Cost Meeting: The Entities that are party to the cost share agreement will gather their suppression costs and meet to discuss these costs. Contested items will be resolved by signature parties if consensus cannot be reached, these costs will be elevated to the next higher level of management for resolution. After costs for fire suppression have been agreed upon then a bill will be issued to the owing party.
7. All supporting Entities are subject to examination and audit for 3 years after final payment.
8. In order to receive EFT payments, Wyoming counties shall register in SAM, [www.sam.gov](http://www.sam.gov), and follow the instructions on line.



C. In-State:

1. When State or County resources are used and the fire management activity is within the State of Wyoming, the State or County will bill either: WSFD or the protecting host unit.
2. When the State is the jurisdictional Agency, the Federal Agencies will submit their individual billings to the State and the State will reimburse each individual Agency. When the County is the jurisdictional entity, the Federal Agencies may submit their individual billings to the County and the County will reimburse each individual Agency.
3. Payment for Wyoming State/County resources will be made direct to the appropriate State/County identified in the billing. The State will coordinate billing questions or disputes with the appropriate County.

D. Billing Addresses: All bills for services provided to the Wyoming State Forestry Division or to Counties will be submitted to addresses identified in the Appropriate Annual Operating Plans or as listed below:

All bills for services provided to Wyoming State Forestry Division will be submitted to:

Wyoming State Forestry Division  
Headquarters Office  
5500 Bishop Blvd.  
Cheyenne, WY 82002

All bills for services provided to a County in Wyoming:

Refer to the Wyoming Wildland Fire Resource Mobilization Guide on the following website for the County are you to bill: <http://wsfd.wyo.gov/fire-management/fire-business>

All bills for services provided to the Bureau of Reclamation will be mailed to:

Deputy Area Manager  
Bureau of Reclamation, Dakotas Area Office  
P.O. Box 1017  
Bismarck, ND 58502

All bills for services provided to the Rocky Mountain Region – Forest Service will be mailed to:

USDA Forest Service, Rocky Mountain Region  
Attn: Incident Business – Regional Budget Office  
1617 Cole Boulevard, Building 17  
Lakewood, CO 80401-3305

All bills for services provided to the Intermountain Region – Forest Service will be mailed to:

USDA Forest Service, Intermountain Region  
Attn: Incident Business – Regional Budget Office  
324 25<sup>th</sup> Street  
Ogden, UT 84401

All bills for services provided out of state to the DOI Department of Interior/BLM will be mailed to:

BLM Wyoming State office  
Attn: Fire Program Analyst  
PO Box 1828  
5353 Yellowstone Road  
Cheyenne, WY 82009

All bills for services provided in state to the DOI Department of Interior/BLM will be mailed to appropriate BLM WY District:

BLM High Plains District Attention:  
Fire Management Officer 2987  
Prospector Drive  
Casper, WY 82604

BLM Wind River/Bighorn Basin District  
Attention: Fire Business Specialist  
101 S. 23rd Street  
PO Box 119  
Worland, WY 82401

BLM High Desert District  
Attention: Fire Business Specialist  
280 Highway 191 North  
Rock Springs, WY 82901

All bills for services provided to the DOI Department of Interior/NPS Intermountain Region will be mailed to:

NPS – Intermountain Region  
Attn: Fire Budget Analyst  
12795 W. Alameda Parkway  
Lakewood, CO 80228

All bills for services provided to the DOI Department of Interior/BIA will be mailed to:

Bureau of Indian Affairs – Rocky Mountain Region  
 Branch of Fire & Forestry  
 Attn: Budget Analyst  
 2021 4<sup>th</sup> Avenue North  
 Billings, MT 59101

All bills for services provided to the DOI Department of Interior/FWS will be mailed to:

US Fish & Wildlife Service  
 Mountain Prairie Region 6  
 134 Union Blvd, Suite 300  
 Lakewood, CO 80226

- E. The non-federal Entities of Wyoming are cooperators, not contractors. Reference the Wyoming Wildland Fire Resource Mobilization Guide (Mini Mob Guide) for Wyoming Firefighters Pay Plan and Equipment Use Rates. Emergency Equipment Rental Agreements will only be executed for equipment not listed above .
- F. The Jurisdictional Entity is not obligated to reimburse the Supporting Entity for costs incurred during the Reciprocal (Mutual Aid) period unless otherwise specified in a cost share agreement.
- G. Fire Numbers: Entities will share their respective individual fire numbers for cross referencing purposes.
- H. Billing Estimates/Time Frames: On fires where costs are incurred pursuant to the terms of this agreement, the billing Entity shall submit a bill or estimate for reimbursement as soon as possible, but not later than 120 days after the fire is controlled. If the total cost is not known at the time of initial billing, a partial bill, so identified, may be submitted. A final bill, so identified, will be issued within 270 days after control of the fire.

Billing deadlines set forth herein are intended merely to encourage prompt billing, and failure to meet billing deadlines shall not be construed as a release or waiver of claims for reimbursement against the other Entity.

For obligation purposes, the Federal Entities will submit unpaid obligatory figures to the non-federal Entities by May 15. The non-federal Entities will submit unpaid obligatory figures to the appropriate federal Entity by September 15 for the previous federal fiscal year.

After the final billing has been sent and additional costs are identified, a supplemental billing may be issued if agreeable to applicable Entities.



- I. Billing Content: A separate bill will be submitted for each fire. Bills or State Form WSFD-41, Exhibit B Invoice Form for Wyoming Firefighters and Equipment (WSFD-41) will be summarized by major categories. Bills or WSFD-41 will include incident name, location, accounting code, jurisdictional unit, incident number, appropriate resource order number, inclusive dates, and will be supported by originals or copies of the following:

Fire Time Reports, OF-288  
 Summary of travel charges  
 Equipment Use Invoice and Daily Shift Tickets  
 Credit card bill, list of purchases  
 Cost Share Agreement, when applicable  
 Copy of Resource Order

For out of state resources used on state or private land incidents, their bills will be sent to the address below. Wyoming State Forestry Division will either make payment or forward the bill to the appropriate Entity for payment.

Shielah Esterholdt  
 Wyoming State Forestry Division  
 5500 Bishop Blvd.  
 Cheyenne, WY 82002

#### Cost Recovery:

The Authorized Representatives of affected Entities will attempt to reach mutual agreement, as soon as possible after a fire start, on the strategy that will be used to recover suppression costs and damages from the individuals liable for such costs and damages. Such strategy may alter interagency billing procedures, timing and content as otherwise provided in this Agreement. Any Entity may independently pursue civil actions against individuals to recover suppression costs and damages.

## GENERAL PROVISIONS

### Personnel Policy:

Employees of the Entities to this Agreement shall be subject to the personnel rules, law and regulations of their respective Entity, unless they are employed temporarily by another Entity to this Agreement and the authority under which such temporary employment is authorized provides that such employees shall be subject to the employing Entity's personnel laws and regulations.

### Modifications:

Modifications within the scope of this Operating Plan shall be made by mutual consent of the Entities, by the issuance of a written modification request with a minimum of 20 day notice, signed and dated by all Entities, prior to any changes being performed. No Entity is obligated to fund any changes not properly approved in advance.

### Annual Review:

This Annual Operating Plan is reviewed annually. Wyoming State Forestry Division will be the lead Entity responsible for preparing the plan.

### Duration of Agreement:

This Annual Operating Plan remains in effect until superseded. This plan becomes effective on the date signed by each Entity. It may be terminated upon 20 days written notice to all Entities.

### Sovereign Immunity:

The parties do not waive sovereign immunity by entering into this Agreement and specifically retain immunity and all defenses available to them pursuant to State and Federal law.

**Authorized Representatives/Signatures:** By signature below, all signatories to this Annual Operating Plan certify that the individuals (Agency Representative, Agency Administrator, Unit Administrator) listed in this document are authorized to act in their respective areas for matters related to this AOP. By my signature below, I authorize my signature to be photocopied into each and all of the Annual Operating Fire Plans for the Wyoming Interagency Cooperative Fire Management Agreement.

I understand that my agency will be provided a copy of the agreement with a photocopied signature page when the required signatures are obtained.

THE PARTIES HERETO, as evidenced by their authorized signature below, have executed, and thereby entered into, this agreement upon the date of the last signature below.

PREPARED AND APPROVED BY:

**Bureau of Land Management**

District Manager	(Printed Name)	Date
Bureau of Land Management, USDI		
Wind River/Bighorn Basin District		
PO Box 119		
Worland, WY 82401		

District Manager	(Printed Name)	Date
High Desert District		
Bureau of Land Management, USDI		
280 Highway 191 North		
Rock Springs, WY 82901		

**Wyoming State Forestry Division**

District Forester	(Printed Name)	Date
Wyoming State Forestry Division		
2500 Academy Ct		
Riverton, WY 82501		

**Wyoming Military Department – Joint Operations Center**

The Adjutant General	(Printed Name)	Date
Wyoming Military Department		
5410 Bishop Blvd.		
Cheyenne, WY 82009		

**Bureau of Reclamation**

Chief, Resource Management Division 705 Pendell Blvd. Mills, WY 82644	(Printed Name)	Date
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**US Fish and Wildlife Service**

CO/UT/WY Region US Fish and Wildlife Service, USDI 134 Union Blvd. Lakewood, CO 80228	(Printed Name)	Date
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**United States Forest Service**

Forest Supervisor Shoshone National Forest 808 Meadow Lane Cody, WY 82414-4516	(Printed Name)	Date
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Forest Supervisor Bighorn National Forest 2013 Eastside 2 <sup>nd</sup> St Sheridan, WY 82801	(Printed Name)	Date
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USFS Grants and Agreements Coordinator Shoshone National Forest 808 Meadow Lane Cody, WY 82414-4516	(Printed Name)	Date
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**Big Horn Canyon National Recreation Area**

Superintendent	(Printed Name)	Date
Bighorn Canyon NRA		
PO Box 7458		
Fort Smith, MT 59035		

**Bureau of Indian Affairs**

Superintendent	(Printed Name)	Date
BIA, Wind River Agency		
PO Box 158		
Fort Washakie, WY 82514		

Contracting Officer	(Printed Name)	Date
BIA, Branch of Accounting		
316 N 26 <sup>th</sup> Street		
Billings, MT 59101		

**BIG HORN COUNTY**

Chairman	(Printed Name)	Date
Bighorn County Commissioners		
County Courthouse		
Basin, WY 82410		

County Fire Warden	(Printed Name)	Date
Big Horn County Firefighters		
PO Box 213		
Basin, WY 82410		

Chairman	(Printed Name)	Date
Big Horn County Fire Dist. 1 – Lovell		
314 Nevada Ave		
Lovell, WY 82431		

Chairman Big Horn County Fire Dist. 2 – Basin PO Box 823 Basin, WY 82410	(Printed Name)	Date
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Chairman Big Horn County Fire Dist. 3 – Manderson PO Box 6 Manderson, WY 82432	(Printed Name)	Date
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Chairman Big Horn County Fire Dist. 4 – Burlington Star Route Burlington, WY 82411	(Printed Name)	Date
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Chairman Big Horn County Fire Dist. 5 – Deaver/Frannie PO Box 222 Deaver, WY 82421	(Printed Name)	Date
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**FREMONT COUNTY**

Chairman Fremont County Commissioners County Courthouse Lander, WY 82410	(Printed Name)	Date
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Chairman Fremont County Fire District 305 S Smith Road Riverton, WY 82501	(Printed Name)	Date
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Chairman Riverton Fire District 404 S Broadway Ave Riverton, WY 82501	(Printed Name)	Date
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Chairman Dubois Fire District P.O. Box 443 Dubois, WY 82513	(Printed Name)	Date
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Chairman Jeffrey City Fire District P.O. Box 7 Jeffrey City, WY 82313	(Printed Name)	Date
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County Fire Warden Fremont County Fire Protection District 305 S Smith Road Riverton, WY 82501	(Printed Name)	Date
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Mayor, City of Lander Lander Fire Department 240 Lincoln Street Lander, WY 82520	(Printed Name)	Date
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**HOT SPRINGS COUNTY**

County Fire Warden Hot Springs County 400 S 14 <sup>th</sup> Thermopolis, WY 82443	(Printed Name)	Date
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Chairman Hot Springs County Commissioners County Courthouse Thermopolis, WY 82443	(Printed Name)	Date
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Chairman Hot Springs County Fire District 400 S 14 <sup>th</sup> Thermopolis, WY 82443	(Printed Name)	Date
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# PARK COUNTY

County Fire Warden 1131 11 <sup>th</sup> Street Cody, WY 82414	(Printed Name)	Date
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Chairman Park County Fire Joint Powers Board 1131 11 <sup>th</sup> Street Cody, WY 82501	(Printed Name)	Date
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Chairman Park County Fire Dist. 1 – Powell 1100 E South Street Powell, WY 82435	(Printed Name)	Date
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Chairman Park County Fire District 2 – Cody 1131 11 <sup>th</sup> Street Cody, WY 82414	(Printed Name)	Date
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Chairman Park County Fire District 3 – Meeteetse PO Box 206 Meeteetse, WY 82433	(Printed Name)	Date
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Chairman Park County Fire District 4 – Clark 308 Road 1 AB Clark, WY 82435	(Printed Name)	Date
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# WASHAKIE COUNTY

County Fire Warden Worland Fire Department PO Box 504 Worland, WY 82401	(Printed Name)	Date
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Chairman	(Printed Name)	Date
Washakie County Commissioners		
County Courthouse		
Worland, WY 82401		

Chairman	(Printed Name)	Date
Worland Fire Protection District #1		
PO Box 504		
Worland, WY 82401		

Mayor, Town of Ten Sleep	(Printed Name)	Date
P.O. Box 5		
Ten Sleep, WY 82442		

Chairman	(Printed Name)	Date
Ten Sleep Rural Fire District		
PO Box 405		
Ten Sleep, WY 82442		

## AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of 5/9/2023 ("Effective Date") between  
City of Lander ("Owner") and  
[ Dowl ] ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

Popo Agie River Park Pathway Study ("Project").

Other terms used in this Agreement are defined in Article 7.

Engineer's services under this Agreement are generally identified as follows: **[See proposal form attached and included as Exhibit A]**

Owner and Engineer further agree as follows:

### ARTICLE 1— SERVICES OF ENGINEER

#### 1.01 *Scope*

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

### ARTICLE 2 — OWNER'S RESPONSIBILITIES

#### 2.01 *General*

- A. Owner shall pay Engineer as set forth in Article 4.
- B. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:
  - 1. any development that affects the scope or time of performance of Engineer's services;
  - 2. the presence at the Site of any Constituent of Concern; or
  - 3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.

### ARTICLE 3 — SCHEDULE FOR RENDERING SERVICES

#### 3.01 *Commencement*

- A. Engineer is authorized to begin rendering services as of the Effective Date.

### 3.02 *Time for Completion*

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in Exhibit A, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

## **ARTICLE 4 — INVOICES AND PAYMENTS**

### 4.01 *Invoices*

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 45 days of receipt.

### 4.02 *Payments*

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 45 days after receipt of Engineer's invoice, then:
  - 1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and
  - 2. Engineer may, after giving fourteen days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.

## ARTICLE 5 — GENERAL CONSIDERATIONS

### 5.01 Standards of Performance

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation. Engineer is responsible for the technical accuracy of all information that the Engineer chooses to use in order to complete the project as agreed upon.
- C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Compliance with Laws and Regulations, and Policies and Procedures:*
  - 1. Engineer and Owner shall comply with applicable Laws and Regulations.
  - 2. Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 5.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
  - 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
    - a. changes after the Effective Date to Laws and Regulations;
    - b. changes after the Effective Date to Owner-provided written policies or procedures.
- E. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- F. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.



- G. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- H. Engineer's services do not include providing legal advice or representation.
- I. While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

#### 5.02 *Use of Documents*

- A. If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations along with electronic versions in their original format of such documents as requested by the Owner.
- B. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project. Engineer understands Owner has permission to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk.
- C. Engineer must get Owner's written permission to use any information created or gathered for this project for any other clients or other projects that are not for the Owner.

#### 5.03 *Electronic Transmittals*

- A. Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- B. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

#### 5.04 *Insurance*

- A. Engineer shall procure and maintain insurance as set forth in Exhibit B. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.

- B. Engineer shall deliver certificates of insurance evidencing the coverages indicated in Exhibit B. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
- C. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.
- D. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit B. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit B will be supplemented to incorporate these requirements.

#### 5.05 *Suspension and Termination*

##### *A. Suspension:*

- 1. *By Owner:* Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.
- 2. *By Engineer:* Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.D.

##### *B. Termination:* The obligation to provide further services under this Agreement may be terminated:

- 1. For cause,
  - a. by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
  - b. by Engineer:
    - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
    - 2) upon fourteen days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.D.

c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 5.05.6.1.a if the party receiving such notice begins, within fourteen days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of notice from Owner.

C. *Effective Date of Termination:* The terminating party under Paragraph 5.05.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

D. *Payments Upon Termination:*

1. In the event of any termination under Paragraph 5.05, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 5.02.

#### 5.06 *Controlling Law*

A. This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located.

#### 5.07 *Successors, Assigns, and Beneficiaries*

A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 5.07.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Either party cannot refuse a request by the other party to request to assign, sublet, or transfer in order to avoid legal or financial responsibilities caused by professional negligence or damages caused by technical accuracy.

- C. Unless expressly provided otherwise in this Agreement:
1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
  2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
  3. Owner agrees that the substance of the provisions of this Paragraph 6.08.0 shall appear in the Construction Contract Documents.

#### 5.08 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures in 5.08C or other provisions of this Agreement, or exercising their rights at law.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 5.08.A, then either or both may invoke the procedures of 5.08C.
- C. *Mediation:* Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation by an agreed upon Mediator. Owner and Engineer agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

#### 5.09 *Indemnification*

- A. *Indemnification by Engineer:* To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants.

#### 5.10 *Records Retention*

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at no additional cost.

### 5.11 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims:* To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

## **ARTICLE 6 — EXHIBITS AND SPECIAL PROVISIONS**

### 6.01 *Exhibits Included:*

- A. Exhibit A, Engineer's Services.
- B. Exhibit B, Insurance.

### 6.02 *Total Agreement*

- A. This Agreement, (together with the exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties.

### 6.03 *Designated Representatives*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

6.04     *Engineer's Certifications*

- A.                Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the selection process or in the Agreement execution;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
  3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.
- 1 .

**IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.**

Owner: **City of Lander**

Engineer: **Dowl**

By: \_\_\_\_\_  
Print name: Mont Richardson  
Title:     Mayor

By: \_\_\_\_\_  
Print name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date Signed: 5/09/2023

Date Signed: \_\_\_\_\_

Engineer License or Firm's Certificate No. (if required):

State of: \_\_\_\_\_

Address for Owner's receipt of notices:

Address for Engineer's receipt of notices:

~~240 Lincoln Street~~  
~~Lander, WY 82420~~

\_\_\_\_\_  
\_\_\_\_\_

Designated Representative (Paragraph 8.03.A):

Designated Representative (Paragraph 8.03.A):

\_\_\_\_\_

\_\_\_\_\_



Title: Mayor  
Phone Number: 307-332-2870  
E-Mail Address:

Title:  
Phone Number:  
E-Mail Address:

This is **EXHIBIT B**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services Dated 5/09/2023**

**Insurance**

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Paragraph 6.04 of the Agreement is supplemented to include the following agreement of the parties:

G6.05 Insurance

A. The limits of liability for the insurance required by Paragraph 5.04.A of the Agreement are as follows:

1. By Engineer:
- a. Workers' Compensation:

Statutory
- b. Employer's Liability --

1) Bodily injury, each accident:

\$1,000,000

2) Bodily injury by disease, each employee:

\$1,000,000

3) Bodily injury/disease, aggregate:

\$1,000,000
- c. General Liability --

1) Each Occurrence (Bodily Injury and Property Damage):

\$1,000,000

2) General Aggregate:

\$2,000,000
- d. Excess or Umbrella Liability --

1) Per Occurrence:

\$2,000,000

2) General Aggregate:

\$2,000,000
- e. Automobile Liability -- (Bodily Injury and Property Damage):

1) Combined Single Limit

\$1,000,000
- f. Professional Liability —

1) Each Claim Made

\$1,000,000

2) Annual Aggregate

\$1,000,000

# SCOPE OF SERVICES & FEE ESTIMATE

This Scope of Services includes professional services related to the engineering study for the Popo Agie River Park Pathway Study. The purpose of this study will be to provide recommendations to create a multi-modal pathway from the intersection of 1<sup>st</sup> Street and Main Street and the existing Barney Trail to the new Popo Agie River Park (approx. 2.1 miles). The final pathway will connect two discontinuous existing pathways.

## Task 1.1 – Project Management

Coordination. The Project Team will staff and manage this project to provide the City with specific project deliverables. This task includes the following elements:

- Manage engineers and technicians to accomplish the required work effort.
- Monitor budget and schedule.
- Prepare monthly invoices and project status reports as requested. It is assumed that the City will handle all WYDOT reporting requirements.
- Provide ongoing senior review of project development and deliverables. Senior staff will also be targeted to review major deliverables prior to submittal.
- Coordinate all communication between the City, Project Team staff, and the Recreational Master Planning team as related to this study.
- Coordinate with WYDOT regarding study impacts on Main Street (does not include any permitting).

Meetings. The Project Team will participate in a preliminary “kick-off” meeting. The purpose of this meeting is to obtain Owner input, establish project goals, and develop the basis for the study. Regular progress meetings will be held on a monthly basis, totaling 19 meetings (June 2023 – December 2024). The project team will also meet with WYDOT and the City on site no more than twice to discuss the Main Street Crossing. Design review meetings will be held twice, once following the draft study submittal and again following the final draft submittal.

## Task 1.2 – Public Outreach

DOWL will participate in up to two public meetings. We assume these meetings will coincide with the City’s Master Planning Meetings. We assume that meeting advertisements will be handled by the Master Planning team. We will also meet with up to 10 individual landowners that will be directly impacted by the project. We assume one meeting with each landowner.

## Task 1.3 – Easement Research

DOWL will research land ownership in areas along the pathway where existing ROW or easements do not exist. We will meet with landowners to explore easement possibilities. We assume this will include up to 12 meetings (6 landowners with 2 meetings each). Easement documents or acquisition is not included in this scope.

## Task 1.4 – Supplemental Survey

We assume that the City will provide any existing survey data they have for the proposed project

area in .dwg format. We also assume that the City will provide Eagle View Mapping. Provided survey data will be compiled into one CAD drawing for use on the project. DOWL will examine available data and identify areas for supplemental survey. DOWL will complete up to two days of supplemental topographic and/or property boundary survey.

#### Task 1.5 – Traffic/Pedestrian Study

We will complete a traffic study at the intersection of 1st Street and Main Street. We will follow guidelines set in the National Cooperative Highway Research Program (NCHRP) Report 562 – Improving Pedestrian Safety at Unsignalized Crossings, to identify recommended pedestrian crossing treatments. Traffic count cameras will be used to collect non-motorized (pedestrians and bicycles) volumes on the existing Barney trail (located just east of 1st Street). Traffic count cameras will also be used to collect vehicle turning movement counts at the Main Street and North 1st Street intersection. The traffic and pedestrian counts will be collected from 6:00 AM to 9:00 PM (15 hours) on both a typical weekday and on a typical Saturday and Sunday. We propose collecting traffic and pedestrian counts twice, once in mid-summer and again in early fall, to understand when peak pedestrian activity occurs (six total 15-hour counts per location with up to three locations). We will also collect up to five supplemental pedestrian counts using either manual or video methods at various locations on the existing pathway to help quantify potential pedestrian/bicycle traffic. We will also collect one 48-hr pneumatic road tube count on Main Street to determine traffic speeds. Following data collection, we will complete an analysis and provide recommendations regarding pedestrian crossing treatment options. We will prepare a design memo that describes findings and recommendations. We assume that the City will secure permission/permits from WYDOT to collect traffic counts on Main Street.

#### Task 1.6 – Temporary Construction Measures

Temporary construction measures will be implemented to conduct staged pedestrian tests to measure motorist compliance with various pedestrian crossing treatments. Pedestrian tests will include a minimum of 40 staged crossings, i.e. one individual crossing the street 40 times (20 in each direction) and up to two crossing treatments, such as a raised median, raised crosswalks, or other treatments. Notes and video documentation will be collected as part of the tests. We reserve the right to modify the specifics of this task following completion of the traffic study. We assume the City will handle any permits needed for the temporary construction measures.

#### Task 1.7 - Pathway Evaluations and Recommendations

We will evaluate and provide recommendations for the following:

- ▲ ADA Compliance – Existing pathways will be evaluated for ADA compliance and recommendations made to correct any deficiencies. ADA requirements will also be evaluated with regards to any new sections of pathway or infrastructure.
- ▲ Existing Pathway – The existing pathway will be evaluated. The evaluation will examine drainage, erosion, geometry, surfacing, current condition, and floodplains.
- ▲ New Pathways – In addition to evaluating the existing pathways, we will develop recommendations regarding areas of new pathway. These will include location, geometry, surfacing type, and floodplains. Up to two options will be provided for areas

of new pathways. The first will be the preferred alternative assuming easements can be obtained and the second will consider the scenario where easements cannot be obtained.

- Main Street – Options will be provided for the Main Street crossing along with a lists of pros/cons. Options may include an underpass (as part of new bridge), warning devices, etc. Pedestrian access to the crossing location will also be considered, i.e. crossing the river on the Main Street bridge or adding a pedestrian bridge upstream (south) of Main Street.
- Utility Information – DOWL will compile available utility information (to be provided by the City) and include any considerations in areas of conflict.

#### Task 1.8 - Park Recommendations

Recommendations will be developed for the pathway located within the park including constraints. We anticipate these will include floodplain considerations, parking, and high-level layout recommendations. We understand specifics to the park, i.e. equipment, detailed layout, etc., will be handled by the Master Planning team.

#### Task 1.9 - Permitting Research

DOWL will research required permitting to construct the proposed trail for inclusion in the final report. This task does not include securing any permits.

#### Task 1.10 – Cost Estimates

Cost estimates will be developed to support all recommendations included in the report. We anticipate these will fall into three categories – improvements to existing paths, new paths, and the Main Street Crossing. WYDOT Weighted Bid Average Prices or recent local bid prices will be used to develop the estimates.

#### Task 1.11 – Report

The report will describe the project background, purpose and need, existing conditions, analyses, and recommendations including recommendations for getting pedestrians across Main Street. The report will also include public involvement data, real estate data, and generic design drawings depicting recommendations (up to twelve including typical path cross section, 1<sup>st</sup> & Main improvements, etc.). The report will also include mapping illustrating the path alignment and various options. It is assumed that all deliverables will be in digital format (pdf and Civil3D as applicable).

#### **Schedule**

The following are key milestones/deliverable dates:

- Kickoff Meeting – April/May 2023
- Draft Report – December 31, 2023
- Draft Final Report – September 1, 2024
- Final Report – December 31, 2024

DOWL is not responsible for schedule delays beyond our control.

### Fee Estimate

The following is a breakout of our fee estimate. We reserve the right to transfer budget from one task to another, but will not exceed the total contract price without written authorization.

- Task 1.1 – Project Management = \$35,383
- Task 1.2 – Public Outreach = \$14,537
- Task 1.3 – Easement Research = \$9,314
- Task 1.4 – Supplemental Survey = \$10,730
- Task 1.5 – Traffic/Pedestrian Study = \$24,249
- Task 1.6 – Temporary Construction Measures = \$17,640
- Task 1.7 – Pathway Evaluations and Recommendations = \$27,764
- Task 1.8 – Park Recommendations = \$2,816
- Task 1.9 – Permitting Research = \$1,662
- Task 1.10 – Cost Estimates = \$10,023
- Task 1.11 – Report = \$45,400
- TOTAL FEE = \$199,518

WYDOT approved labor rates are as follows:

Position Title	Employee Name	Base Hourly Rate (A)	Direct Labor Multiplier (B)	FCCM Multiplier (C)	Adjusted Direct Labor Billing Rate (A) x (B) + (A) x (C)	Total Labor Rates (Adjusted x Profit) Profit = 11%
Project Manager/ENG VI	Kasey Jones	\$58.39	2.6814	0.001	\$156.63	\$173.85
Senior Reviewer/ENG VII	Jeff Rosenlund	\$59.88	2.6814	0.001	\$160.62	\$178.29
Transportation Engineer/ENG IV	Sarah Patterson	\$49.13	2.6814	0.001	\$131.79	\$146.28
Engineering Technician III	Scott Brown	\$31.32	2.6814	0.001	\$84.01	\$93.25
Engineering Technician III	John Bridgewater	\$32.21	2.6814	0.001	\$86.40	\$95.90
Project Surveyor/ENG III	Tad Rosenlund	\$44.25	2.6814	0.001	\$118.70	\$131.75
Environmental Specialist VI	Emily Peterson	\$62.50	2.6814	0.001	\$167.65	\$186.09
ENG II	Drew Homola	\$38.04	2.6814	0.001	\$102.04	\$113.26
Administrative	Cathlyn Hammond	\$38.47	2.6814	0.001	\$103.19	\$114.54

\*B = Based on an approved overhead rate of 168.14%, C = Based on an approved FCCM of 0.10%



# ORDINANCE 2023-2

**AN ORDINANCE REDISTRICTING ELECTION WARDS IN ACCORDANCE WITH  
W.S. § 22-23-103 AND LANDER CITY CODE 12-1-2 AND REPEALING ORDINANCE  
442 ENACTED 1963**

**NOW THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF LANDER, FREMONT COUNTY, WYOMING, AND HEREBY ADOPTS THE REDISTRICTING OF THE ELECTION WARDS AS SET FORTH BELOW AND REPEALS ORDINANCE 442:**

**SECTION 1:** Redistricting of Wards for the City of Lander are adopted in full in accordance with WS §22-23-103 and Lander City Code 12-1-2 which states that “The City shall be divided into three wards and two council members shall be elected from each ward. Council members shall be qualified electors of the ward they represent. Ward boundaries will be adjusted after each census and approved by the City Council.”

**SECTION 2:** Wards are boundaries which are visually described and depicted on Exhibit "A", attached hereto and by this reference incorporated herein.

**SECTION 3:** The Council members shall be elected from each Ward aforesaid in the manner and for the term provided by law.

**SECTION 4:** All ordinances or parts of ordinances in conflict herewith are hereby repealed, including but not limited to Ordinance 442, enacted September 3, 1963.

**SECTION 5:** Severability. If any section, subsection, sentence, phrase, or clause of this ordinance or application thereof to any person or circumstance 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 6:** This ordinance shall take effect from and after its passage, approval and publication as required by law and the ordinances of the City of Lander.

**PASSED ON FIRST READING      APRIL 11, 2023**

**PASSED ON SECOND READING APRIL 25, 2023**

**PASSED ON THIRD READING    MAY 9, 2023**

**PASSED, ADOPTED AND APPROVED** by the Mayor and City Council on the  
day of            2023.

**THE CITY OF LANDER**  
**A Municipal Corporation**

ATTEST: \_\_\_\_\_ By Monte Richardson, Mayor

**Rachelle Fontaine, City Clerk**

STATE OF WYOMING     )  
  ) ss.  
COUNTY OF FREMONT    )

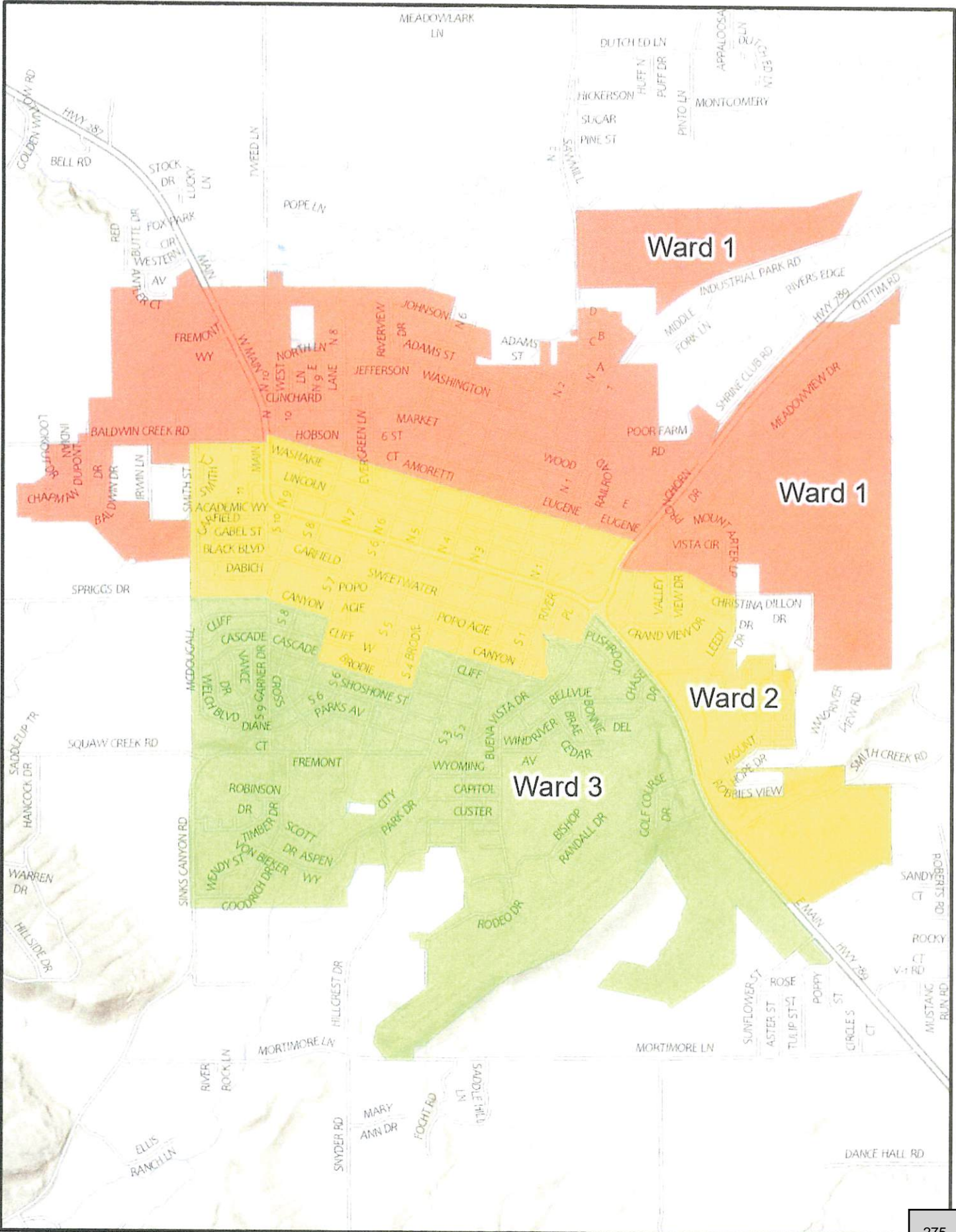
CERTIFICATE

I hereby certify that on \_\_\_\_\_, 2023, following passage, adoption and approval of Ordinance 2023-2, 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 \_\_\_\_\_, 2023.

\_\_\_\_\_  
Rachelle Fontaine, City Clerk

# Ordinance 2023-2 "Exhibit "A"

AN ORDINANCE REDISTRICTING ELECTION WARDS IN ACCORDANCE WITH W.S. § 22-23-103 AND LANDER CITY CODE 12-1-2 AND REPEALING ORDINANCE 442 ENACTED 1963



# ORDINANCE 2023-1

**AN ORDINANCE FIXING AND DETERMINING THE MILL LEVY NECESSARY TO BE LEVIED TO RAISE SUFFICIENT MONEY BY GENERAL TAX TO MEET THE CURRENT EXPENSES OF THE CITY OF LANDER FOR THE FISCAL YEAR COMMENCING JULY 1, 2023.**

**Section 1:** A Mill Levy of eight (8) mills , no more, no less, is hereby fixed, determined and declared necessary to raise sufficient money by general tax upon the property within the City of Lander, Fremont County, Wyoming, to meet the current expenses of said City of Lander for the fiscal year commencing July 1, 2023.

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

PASSED ON FIRST READING March 14, 2023

PASSED ON SECOND READING April 11, 2023

PASSED ON THIRD READING May 9, 2023

PASSED, ADOPTED AND APPROVED by the Mayor and City Council on the 9<sup>th</sup> day of May 2023.

THE CITY OF LANDER  
A Municipal Corporation

By Monte Richardson, Mayor

ATTEST:

Rachelle Fontaine, City Clerk

[illegible]

## CERTIFICATE

I hereby certify that on May 9, 2023, following passage, adoption and approval of Ordinance 2023-1, 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 Wyoming State Journal, a newspaper of general circulation within Lander, Wyoming, the effective date and publication being May13, 2023.

Rachelle Fontaine, City Clerk