



CITY OF LANDER REGULAR CITY COUNCIL MEETING

**Tuesday, August 11, 2026 at 6:00 PM
City Council Chambers, 240 Lincoln Street**

AGENDA

Join Zoom Meeting

<https://us06web.zoom.us/j/89110131757>

1. CALL TO ORDER

- A. Pledge of Allegiance
- B. Roll Call

2. APPROVAL OF AGENDA

3. COMMUNICATION FROM THE FLOOR

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

- A. Public Comment

4. MAYOR AND COUNCIL UPDATES

5. STAFF REPORTS

6. CONSENT AGENDA

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

- A. Approve July 14, 2026, Regular City Council Meeting Minutes
- B. Approve July 28, 2026, Regular City Council Meeting Minutes
- C. Approve July 28, 2026, Work Session City Council Meeting Minutes
- D. Approve Bills and Claims

7. NEW BUSINESS (NON-ACTION ITEMS)

- A. Swear in and administer the oath of office to Thaddeus Rowney new Lander Police Officer

8. NEW BUSINESS (ACTION ITEMS)

- A. Approve Lander Municipal Airport Hangar Space Lease Agreement for space 516 between the City of Lander and Classic Air Care LLC.

- [B.](#) Approve Agreement Between Owner and Contractor for Construction Contract for the Hunt Field Apron Reconstruction and Beacon Replacement Project.
- [C.](#) Approve Resolution No. 1395 Authorizing Submission Of Grant Application To The Fremont County Recreation Board For The Purpose Of Increasing The Functionality And Safety Of The North Park Ball Field On Behalf Of The Governing Body Of The City Of Lander

9. ADJOURNMENT

Upcoming Council Meetings:

Regular Meetings: (Second and Fourth Tuesday of the month)

6:00 P.M. Tuesday, August 25, 2026, City Council Chambers

6:00 P.M. Tuesday, September 8, 2026, City Council Chambers

6:00 P.M. Tuesday, September 22, 2026, City Council Chambers

Work Sessions: (Fourth Tuesday of the month)

6:00 P.M./Immediately following Regular Meeting Tuesday, September 22, 2026, City Council Chambers

6:00 P.M./Immediately following Regular Meeting Tuesday, October 27, 2026, City Council Chambers

All meetings are subject to cancellation or change.



CITY OF LANDER
REGULAR CITY COUNCIL MEETING
Tuesday, July 14, 2026 at 6:00 PM
City Council Chambers, 240 Lincoln Street
MINUTES

1. **CALL TO ORDER:** Mayor White led the Pledge of Allegiance and called the meeting to order at 6:01 PM. COUNCIL MEMBERS PRESENT: John Larsen, Dan Hahn, Julia Stuble, Melinda Cox, Josh Hahn, and Mayor Missy White. COUNCIL MEMBERS ABSENT: Chad Cassady. Declaration of a quorum. STAFF PRESENT: Police Chief Kelly Waugh, Public Works Director Lance Hopkin, Assistant Mayor RaJean Strube Fossen, City Treasurer Kristy Koehn, City Attorney Adam Phillips, City Clerk Rachelle Fontaine.
2. **APPROVAL OF AGENDA** Moved by Council Member Cox, seconded by Council Member J Hahn. Council Members voting Yea: Larsen, D Hahn, Cox, Stuble and J Hahn. Motion passed.
3. **PUBLIC HEARING** Restaurant Liquor License #11 Didemella, LLC, d/b/a Ella's Mediterranean Cuisine, 175 N. 4 th St., Lander, WY 82520 Application Filed on the 21 st day of May 2026. Proposed Location: 175 N. 4 th St., Lander, WY, BLOCK 15 N100 OF LOTS 1 & 2, ORIGINAL TOWN OF LANDER
 - A. Mayor White opened the hearing at 6:03.
 - B. Introduce and read. City Clerk Fontaine introduced the subject, explaining that the City received the restaurant liquor license application on May 21 and submitted it to the State for review. The State confirmed in late June that all requirements had been met. The license is requested for Ella's Restaurant, located in the former Domino's building. Because restaurant liquor licenses are not subject to a statutory population cap, approval is at the Council's discretion.
 - C. Public comment

Charles Woolwine opposed issuing an additional restaurant liquor license, arguing that Lander already has enough alcohol establishments
 - D. Mayor White closed the hearing at 6:08 PM.
4. **COMMUNICATION FROM THE FLOOR**
 - A. Public Comment

Charles Woolwine requested an ordinance requiring exit breath-alcohol testing and transportation assistance at alcohol-related events to help prevent impaired driving.
5. **MAYOR AND COUNCIL UPDATES**

Council Member Larsen praised the airport terminal renovations, thanked residents for celebrating responsibly over the holiday weekend, and invited the community to attend the July 25 pig roast.

Council Member Dan Hahn discussed complaints about sprinkler and yard damage from Visionary's fiber-optic installation. Residents may contact Hunter Roseberry, who will coordinate with the contractor.

Council Member Cox requested an update on lighting at the softball fields, promoted upcoming Coffee with the Chamber events, and asked that LEDA provide a future update on its mission and economic development efforts.

Council Member Stuble thanked City staff, volunteers, police, and firefighters for supporting a safe and successful July 4th celebration. She reported that the Energy and Environment Task Force is updating its emissions reduction report and reviewing its future role. Tree Board appointments are expected next month.

Mayor White thanked City staff and community members for the July 4th events and encouraged attendance at ambulance education sessions. She shared updates on ambulance funding and CWC's new EMT training programs, outreach for the proposed bike ordinance, fire fuel reduction work at

McManus Park, swimming pool stakeholder meetings, efforts to restore Lander’s Opportunity Zone designation, Buena Vista project information, and the airport’s estimated \$8.7 million tourism impact in 2025.

6. STAFF REPORTS

Chief Waugh reported progress on staff training, partnerships with federal and state law enforcement, substance-abuse recovery programs, officer mental-health training, and less-lethal certification. He described the July 4th celebration as highly successful, with increased call volume but no violence, open-container violations, or alcohol-related crimes on July 4th.

Public Works Director/City Engineer Hopkin reported that fuel-reduction work has begun at McManus Park. He discussed drainage damage and unsafe, obsolete lighting at the softball fields, noting that Council direction and funding will be needed for improvements. Additional updates included sewer-system planning at the Wyoming Life Resource Center, delays on Lincoln Street, the start of Buena Vista construction, progress on Jefferson Street and the airport apron project, and efforts to reduce engineering costs through in-house staff where permitted. New three-way stops and pedestrian improvements are also planned near schools, and Council discussed using traffic data and roadway design to improve safety and manage speeds.

City Treasurer Koehn reported that the property tax cap could reduce City revenue by about \$13,400. The City’s state loan interest rate was reduced from 2.5% to 1.5%. Staff is preparing for the annual audit, strengthening internal financial controls, and documenting procedures. She also explained that duplicate-looking entries in bills and claims resulted from a system issue while assigning expenses to the correct fiscal year.

City Clerk Fontaine reported that CivicPlus is phasing out the City’s current agenda, minutes, and meeting-recording platform. Due to ongoing system glitches, she expects to request Council approval to transition to CivicPlus’s replacement platform and asked that any errors be reported so they can be corrected.

7. CONSENT AGENDA

- A. Approve June 9, 2026 Regular City Council Minutes
- B. Approve June 16, 2026 Special City Council Minutes
- C. Approve June 23, 2026 Regular City Council Minutes
- D. Approve June 23, 2026 Work Session City Council Minutes
- E. Approve Bills and Claims

Moved by Council Member Larsen, seconded by Council Member Cox.

DISCUSSION: Council discussed the bills and claims need to be amended to add \$1,000 to the LOBOS Baseball Club Association TAD grant, bringing the total award to \$2,000. The updated amount was highlighted on page 12 of the revised bills and claims provided to council at the meeting.

Council Member Stuble moved to correct the bills and claims and add another \$1,000 to the LOBOS in order to complete the \$2,000 TAD grant award. Seconded by Council Member D Hahn. Council Members voting Yea on the amendment: Larsen, D Hahn, Cox, Stuble and J Hahn. Motion passed.

Council Members voting Yea on the consent agenda as amended: Larsen, D Hahn, Cox, Stuble and J Hahn. Motion passed.

8. NEW BUSINESS (NON-ACTION ITEMS)

- A. Juvenile Justice Services of Fremont County update and FY 2026 2027 Funding Request.

Sage Goff and Hattie Calvert, the Director and Assistant Director of Juvenile Justice Services of Fremont County presented an overview of its evidence-based juvenile diversion and probation programs, including individualized supervision, substance-use testing and education, moral recognition therapy, family support, and community service. Staff reported 36 Lander juvenile citations so far this year, with alcohol remaining the leading issue, drug citations decreasing, and thefts, fights, and incidents involving Orbeez guns increasing. They expressed serious concern about high juvenile blood-alcohol levels, increased juvenile DUIs, and alcohol being supplied primarily by parents, older siblings, and other adults rather than licensed retailers. Council

discussed expanded parent education, stronger agency collaboration, longer-term trend reporting, and additional community-service partnerships.

B. Annual Lander Volunteer Fire Department update.

Eric Siwik, Lander Volunteer Fire Department Chief, reported 230 calls in 2025, up from 137 in 2024, and 125 calls through June 2026. The department has 32 firefighters, with four probationary members and two applicants, but remains below its goal of 45. Only four fireworks-related calls occurred over July Fourth due to extensive preparation and community cooperation. A new training structure has been purchased with donated funds and is expected to be installed at no cost to the City. Major concerns include replacing the 37-year-old Engine 6, aging air packs and fire hose, and a likely change in the City’s ISO rating from 3 to 4. Council discussed developing an equipment replacement plan and pursuing state matching funds for a new engine.

C. Building Permit Application process presentation.

Hunter Roseberry, Assistant Public Works Director, provided an update on the City of Lander Building Permit Application process. He reported that building permits increased from 95 in 2021 to more than 450 annually in 2024 and 2025, with 220 issued so far in 2026. He emphasized that the permitting and inspection process improves safety and has become more consistent and transparent. The City is beta testing Cloudpermit to allow online applications and payments, while GIS tools are being used internally to review zoning, utilities, and easements. He stated that contractors generally appreciate the current process and encouraged anyone experiencing problems to contact staff directly.

9. NEW BUSINESS (ACTION ITEMS)

A. Approve and authorize the Mayor to sign the Juvenile Justice Services of Fremont County Agreement for FY 2026 2027.

Moved by Council Member Larsen, seconded by Council Member Stuble.

Council Member Cox moved to amend the dates on page 4, from 2024 to 2025 and from 2026 to 2027. Seconded by Council Member Larsen. Council Members voting Yea on the amendment: Larsen, D Hahn, Cox, and Stuble. (J Hahn temporarily exited the room) Motion passed.

Council Members voting Yea as amended: Larsen, D Hahn, Cox, and Stuble. (Council Member J Hahn temporarily exited the room). Motion passed.

B. Approve and authorize the Mayor to sign the Star Playgrounds Sales Order and Addendum to Star Playground Agreement for the purchase of two post hip fabric shades and installation.

Moved by Council Member Cox, seconded by Council Member D Hahn. Council Members voting Yea: Larsen, D Hahn, Cox, Stuble and J Hahn. Motion passed.

C. Approve and authorize the Mayor to sign the Wayfinding Signage Ownership and Responsibility Agreement.

Moved by Council Member Cox, seconded by Council Member Larsen. Council Members voting Yea: Larsen, D Hahn, Cox, Stuble and J Hahn. Motion passed.

D. Approve new Restaurant Liquor License #11 Didemella, LLC, d/b/a Ella’s Mediterranean Cuisine, 175 N. 4 th St., Lander, WY 82520 Application Filed on the 21 st day of May 2026. Proposed Location: 175 N. 4 th St., Lander, WY, BLOCK 15 N100 OF LOTS 1 & 2, ORIGINAL TOWN OF LANDER

Moved by Council Member Larsen, seconded by Council Member Cox. Council Members voting Yea: Larsen, D Hahn, Cox, Stuble and J Hahn. Motion passed.

E. Approve Resolution 1394 Approving and Adopting the Police Department Support Services Coordinator Job Description, and Superceding and Replacing the Job Description For the Position of Police Department Records Clerk.

Moved by Council Member Stuble, seconded by Council Member J Hahn.

Council Member Stuble moved to amend that the required certifications be obtained within one year of hire. Seconded by Council Member Larsen. Council Members voting Yea on teh amendment: Larsen, D Hahn, Stuble and J Hahn. Council Members voting Nay: Cox. Motion passes.

Council Members voting Yea as amended: Larsen, D Hahn, Stuble and J Hahn. Council Members voting Nay: Cox. Motion passed.

- F. Approve and authorize the Mayor to sign the County10 Community Partnership Advertising Agreement from August 1, 2026, through July 31, 2027.

Moved by Council Member D Hahn, seconded by Council Member J Hahn. Council Members voting Yea: Larsen, D Hahn, Cox, Stuble and J Hahn. Motion passed.
- G. Approve the five-year lease agreement for Baycom body-worn camera equipment between the City of Lander and Vantage Financial in the annual amount of \$63,618.00, and authorize the Mayor to execute all necessary documents.

Moved by Council Member J Hahn, seconded by Council Member D Hahn. Council Members voting Yea: Larsen, D Hahn, Cox, Stuble and J Hahn. Motion passed.

10. **ADJOURNMENT** Moved by Council Member Cox, seconded by Council Member Larsen. Council Members voting Yea: Larsen, Cassady, D Hahn, Cox, Stuble and J Hahn. Motion passed.

Being no further business to come before the Council, the meeting was adjourned at 8:26 PM.

The City of Lander

By: _____
Missy White,
City of Lander Mayor

ATTEST:

Rachelle Fontaine, City Clerk

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

CITY OF LANDER MISSION STATEMENT

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

VISION

Preserving the past, while embracing the future.

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CITY OF LANDER
REGULAR CITY COUNCIL MEETING
Tuesday, July 28, 2026, at 6:00 PM
City Council Chambers, 240 Lincoln Street
MINUTES

1. **CALL TO ORDER** Mayor White led the Pledge of Allegiance and called the meeting to order at 6:00 PM. COUNCIL MEMBERS PRESENT: John Larsen, Chad Cassady, Dan Hahn, Julia Stuble, Melinda Cox, Josh Hahn, and Mayor Missy White. Declaration of a quorum. STAFF PRESENT: Police Chief Kelly Waugh, Public Works Director Lance Hopkin, Assistant Mayor RaJean Strube Fossen, City Treasurer Kristy Koehn, City Attorney Adam Phillips, City Clerk Rachelle Fontaine.
2. **APPROVAL OF AGENDA** Moved by Council Member Cox, seconded by Council Member Larsen. Council Members voting Yea: Larsen, Cassady, D Hahn, Cox, Stuble, and J Hahn. Motion passed.
3. **NEW BUSINESS (ACTION ITEMS)**
 - A. Presentation of Commendations to Lander Police Officers Jason Hanson, Ethan Borchardt, and Shawn McRae in Recognition of Their Life-Saving Actions.

Chief Kelly Waugh presented lifesaving commendations to Officers Ethan Borchard, Jason Hanson, and Shawn McRae for their response to a July 21, 2026, medical emergency involving an individual attempting to take his own life. Officers Borchard and Hanson immediately initiated CPR and used an AED, and Officer McRae, a trained paramedic, assisted with lifesaving care. Their actions restored the individual's pulse and breathing before emergency medical personnel arrived. Chief Waugh reported that the individual was expected to make a full recovery. Each officer received a commendation letter and a lifesaving pin in recognition of the professionalism, compassion, sound judgment, and dedication demonstrated during the incident.
4. **PUBLIC HEARING concerning the application to transfer ownership and location of Retail Liquor License #6 from the Wyoming Catholic Food Services LLC, d/b/a at 306 Main Street Wyoming to Solstice 12, Inc., d/b/a Baldwins at 388 Main Street, Suite B, Lander, Wyoming.**
 - A. Mayor White opened the hearing at 6:08 PM.
 - B. Introduce and read. City Clerk Fontaine reported that Solstice Inc. applied to transfer the retail liquor license purchased from Wyoming Catholic College and relocate it to its property at 388 Main Street. The application was advertised as required by statute, and the State Liquor Division confirmed that all required documentation at this point had been received and approved.
 - C. Public comment

Charles Woolwine opposed the transfer of Retail Liquor License No. 6 and recommended eliminating the license.

Paul Guschewsky explained the history of the liquor license and stated that the proposed establishment would be a small, low-key venue offering alcoholic beverages, mocktails, and light appetizers. He said the business would support economic development, employment, and continued use of the retail space.
 - D. Mayor White closed the hearing at 6:25 P.M.
5. **COMMUNICATION FROM THE FLOOR**
 - A. Public Comment

Jackie Nelson expressed concerns about youth e-bike safety and recommended age, speed, traffic, and sidewalk restrictions.

Mike Kusieck of Wyoming Pathways discussed proposed statewide e-bike regulations, including age and helmet requirements, traffic enforcement, parental notification, graduated penalties, impoundment, safety-course diversion, and crash reporting.

6. MAYOR AND COUNCIL UPDATES

Council Member Larsen reported that the Senior Center received a favorable audit, accepted an interior painting bid, and elected Charlie Krebs as Executive Board President. He also reported on the successful Mayor Monte Community Pig Roast and bike rodeo and discussed juvenile alcohol citations, noting that licensed Lander vendors were not the source of the alcohol.

Council Member Cassady reported on a tour of the golf course, noting weather-related damage, operational challenges, and staff efforts to restore the grounds.

Council Member Dan Hahn stated that he did not believe the number of liquor licenses directly affects the amount of alcohol consumed in the community.

Council Member Cox announced the Chamber Coffee Time proposed developing a community crisis-response team and discussed e-bike safety and prevention. Cox also recognized local liquor license holders for responsible alcohol sales practices.

Council Member Stuble discussed the importance of public input on e-bike regulations, reported changes to the Energy and Environment Task Force’s work, and provided an FCAG update regarding tribal representation, governance policies, WRTA service reductions, and regional ambulance-service planning.

Mayor White reported on the planned fire department training module at City Park, the August 10 Challenge for Charities event, housing and Opportunity Zone efforts, and discussions regarding stable funding and expanded recreational hours at the Bruce Gresly Aquatic Center.

7. STAFF REPORTS

Chief Waugh reported on partnerships to improve crisis-care and mental-health resources, the hiring of a new police officer, the August 15 End-of-Summer Bash, and implementation of the new i-PRO camera system at an annual cost \$12,000 below the amount approved.

Public Works Director Hopkin reported that Jefferson Street is nearing completion, Lincoln Street work is expected to continue through August, and the Buena Vista project has begun. Staff are working to improve communication with affected residents and businesses regarding closures and access.

Assistant Mayor Strube Fossen announced a second Community Housing Forum, reported approximately 60 participants at the bike rodeo, and provided updates on the Senior Center lighting project, the unsuccessful City Park fishing pond grant, and the unmet housing-needs program. Council requested information on the program’s application and project-selection process. Staff also discussed continued fire-fuel reduction work at McManus Park.

Treasurer Koehn reported continued work on the audit, grants, and bringing financial records up to date.

8. NEW BUSINESS (ACTION ITEMS)

- A. Approve transfer of ownership and location for Retail Liquor License #6 from the Wyoming Catholic Food Services LLC, d/b/a at 306 Main Street, Wyoming, to Solstice 12, Inc., d/b/a Baldwins at 388 Main Street, Suite B, Lander, Wyoming.

Moved by Council Member Larsen, seconded by Council Member D Hahn.

Council Member Stuble moved to amend the motion to approve the license but not issue the license until the business is operational. Seconded by Council Member J Hahn. Council Members voting Yea on the amendment: Larsen, Cassady, D Hahn, Cox, Stuble, and J Hahn. Motion passed.

Council Members voting Yea on the motion as amended: Larsen, Cassady, D Hahn, Cox, Stuble, and J Hahn. Motion passed.
- B. Authorize Mayor to sign Lander Municipal Airport Hangar Space Land Lease Agreement for 511 lease with Ed and Lana Hanson.

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

- C. Approve and authorize the Mayor to sign Task Order #2026-01 under contract number 260028, bewteen the City of Lander and Ardurra Group, Inc. for the Apron Reconstruction-Bidding & CA Services project.

Moved by Council Member Stuble, seconded by Council Member Cox. Council Members voting Yea: Larsen, Cassady, D Hahn, Cox, Stuble, and J Hahn. Motion passed.
- D. Approve Pay Request for Draw 3 for Jefferson Street Extension CDBG project

Moved by Council Member Cox, seconded by Council Member Larsen. Council Members voting Yea: Larsen, Cassady, D Hahn, Cox, and Stuble. Council Members voting Nay: J Hahn. Motion passed.
- E. Approve Pay Request #4 to Gregco for substantial completion on Gannett Peak Safe Routes project

Moved by Council Member Stuble, seconded by Council Member Cox. Council Members voting Yea: Larsen, Cassady, D Hahn, Cox, Stuble, and J Hahn. Motion passed.
- F. Approve Gannett Peak Change Order 3 for final in-place quantity adjustments per contract

Moved by Council Member Cox, seconded by Council Member Larsen. Council Members voting Yea: Larsen, Cassady, D Hahn, Cox, Stuble, and J Hahn. Motion passed.
- G. Authorize the Mayor to sign the Section 00630 Retainage Joint Account Agreement with Wilson Brother's Construction for the Buena Vista Water and Roadway Improvement Project.

Moved by Council Member D Hahn, seconded by Council Member J Hahn. Council Members voting Yea: Larsen, Cassady, D Hahn, Cox, Stuble, and J Hahn. Motion passed.
- H. Approve and authorize the Mayor to sign Acceptance of Quote#Q-124016-1 with CivicPlus for Agenda and Meeting Management.

Moved by Council Member Cox, seconded by Council Member Larsen. Council Members voting Yea: Larsen, Cassady, D Hahn, Cox, Stuble, and J Hahn. Motion passed.
- I. Approve and authorize the Mayor to sign Acceptance of Quote#Q-123715-1 with CivicPlus for the City of Lander Municipal Website.

Moved by Council Member Larsen, seconded by Council Member Stuble. Council Members voting Yea: Larsen, Cassady, D Hahn, Cox, Stuble, and J Hahn. Motion passed.
- J. Approve and authorize the Mayor to sign the Notice of Award and Notice to Proceed for the Hunt Field-Apron Reconstruction & Replace Beacon Project. AIP No. 3-56-0016-026/027-2026, State Project No. ALN008/ALN019 to Century Companies, Inc. for \$3,203,792.00.

Moved by Council Member Cox, seconded by Council Member D Hahn. Council Members voting Yea: Larsen, Cassady, D Hahn, Cox, Stuble, and J Hahn. Motion passed.
- K. Approve and authorize the Mayor to sign the Juvenile Justice Services of Fremont County Agreement for FY 2026 2027, in the amount of \$35,000.00.

Moved by Council Member Larsen, seconded by Council Member Cassady. Council Members voting Yea: Larsen, Cassady, D Hahn, Cox, Stuble, and J Hahn. Motion passed.
- L. Approve and authorize the Mayor to sign the Acceptance of Quote#Q-147425-1 with CivicPlus for virtual training on the Recreational Management system.

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

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

Council Member Larsen moved to enter Executive Session at 7:42 PM. Seconded by Council Member J Hahn. Council Members voting Yea: Cassady, Cox, Stuble, and J Hahn. Motion passed.

Council Member Larsen moved to exit the Executive Session at 8:07 P.M. Seconded by Council Member J Hahn. Council Members voting Yea: Cassady, Stuble, and J Hahn. (Council Member Cox exited the meeting) Motion passed.

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

Being no further business to come before the Council, the meeting was adjourned at 8:07 PM.

The City of Lander

By: _____
Missy White,
City of Lander Mayor

ATTEST:

Rachelle Fontaine, City Clerk

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CITY OF LANDER
CITY COUNCIL WORK SESSION MEETING

Tuesday, July 28, 2026, at 8:08 PM following the Regular City Council meeting

City Council Chambers, 240 Lincoln Street

MINUTES

1. NEW BUSINESS (NON-ACTION ITEMS)

COUNCIL MEMBERS PRESENT: John Larsen, Chad Cassady, Dan Hahn, Julia Stuble, Josh Hahn, and Mayor Missy White. COUNCIL MEMBERS ABSENT: Melinda Cox. STAFF PRESENT: Police Chief Kelly Waugh, Public Works Director Lance Hopkin, Assistant Mayor RaJean Strube Fossen, City Attorney Adam Phillips, City Clerk Rachelle Fontaine.

- A. Discussion regarding potential revisions to Ordinance 1171, the City’s current bicycle ordinances, including potential regulations for electric bicycles (e-bikes).

The Council discussed potential revisions to Ordinance 1171 addressing bicycles, e-bikes, electric scooters, one-wheels, and similar devices. Council emphasized the importance of community education and outreach involving schools, bicycle shops, the cycling club, parents, and law enforcement. The Police Department supported a progressive enforcement approach beginning with education and warnings, followed by a modest fine and eventual court involvement for repeated violations. Council generally supported prohibiting all classes of e-bikes from sidewalks while continuing to allow traditional bicycles on sidewalks outside Main Street. Other issues discussed included establishing a permanent Main Street dismount zone without event exemptions, enforcing traffic laws for both traditional and electric bicycles, addressing unsafe alley use, considering age restrictions for higher-speed e-bikes, reviewing fine amounts, and avoiding impoundment except potentially for persistent violations. Staff will continue researching these issues and gather community input before presenting proposed amendments for first reading.

- B. Discussion concerning pages 30 through 62 of the proposed new City of Lander Employee Manual.

Council reviewed pages 30–62 of the proposed Employee Manual and discussed revisions concerning at-will employment, discipline, bereavement and voting leave, FMLA, military leave, longevity pay, HRAs, job abandonment, and holiday premium pay. Staff will revise the language and provide additional options for Council consideration.

2. ADJOURNMENT

Being no further business to come before the Council, the meeting was adjourned at 9:11 PM.

The City of Lander

By:

Missy White,
City of Lander Mayor

ATTEST:

Rachelle Fontaine, City Clerk

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CITY OF LANDER

Invoice Register - Council - Paper

Page: 1

Input Dates: 7/16/2026 - 8/12/2026

Aug 07, 2026 12:33PM

Merchant Name	Description	Total Cost
71 CONSTRUCTION CO	Pay app #3 for Jefferson ST extention	492,689.12
Total 71 CONSTRUCTION CO (2):		492,689.12
ADAM E PHILLIPS ATTORNEY AT LAW	Professional Fees	2,500.00
ADAM E PHILLIPS ATTORNEY AT LAW	Professional Fees	2,500.00
ADAM E PHILLIPS ATTORNEY AT LAW	Court Appeal Review outside of retainer duties	265.00
Total ADAM E PHILLIPS ATTORNEY AT LAW (666):		5,265.00
ADAPCO INC	ADAPCO - Mosquito adulticide spray. Permase	3,186.49
Total ADAPCO INC (9):		3,186.49
ALSCO	Community Center Linens	182.04
ALSCO	Community Center Linens	241.08
ALSCO	Community Center MicroTech Towels	44.71
ALSCO	Community Center MicroTech Towels	44.71
ALSCO	Community Center Linens	253.38
ALSCO	Community Center MicroTech Towels	44.71
ALSCO	Community Center MicroTech Towels	44.71
ALSCO	Community Center Linens	142.68
ALSCO	Community Center Linens	177.12
ALSCO	Community Center MicroTech Towels	44.71
Total ALSCO (917):		1,219.85
BEACON ATHLETICS LLC	Backstop padding for Little League Baseball Fie	5,780.00
BEACON ATHLETICS LLC	Fence Topper - Little League Baseball Field - L	999.96
Total BEACON ATHLETICS LLC (1470):		6,779.96
BLACK HILLS ENERGY	Natural Gas - JULY 2026	98.36
BLACK HILLS ENERGY	Natural Gas - JULY 2026	231.22
BLACK HILLS ENERGY	Natural Gas - JULY 2026	682.40
BLACK HILLS ENERGY	Natural Gas - JULY 2026	137.19
BLACK HILLS ENERGY	Natural Gas - JULY 2026	689.94
BLACK HILLS ENERGY	Natural Gas - JULY 2026	43.88
Total BLACK HILLS ENERGY (465):		1,882.99
BOYLE ELECTRIC	Labor and Materials to repair vandalized stage	424.74
Total BOYLE ELECTRIC (1229):		424.74
CENTRAL WYOMING COLLEGE	TAD Grant Reimbursement - \$1000 - Hot Notes	1,000.00
Total CENTRAL WYOMING COLLEGE (1562):		1,000.00
CITY SERVICE VALCON	Jet Fuel A 4,700 Gallons Hunt Field Airport	19,143.50
Total CITY SERVICE VALCON (1146):		19,143.50
CIVICPLUS	Civic Plus 4 Hour Training Block for Fall 2026 -	750.00
Total CIVICPLUS (1226):		750.00
COMMUNITY CENTER REFUNDS	COMM CTR REFUND - WRITC	500.00

CITY OF LANDER

Invoice Register - Council - Paper
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Merchant Name	Description	Total Cost
Total COMMUNITY CENTER REFUNDS (1210):		500.00
CREATIVE DESIGNS	Police - Professional Photography	390.00
Total CREATIVE DESIGNS (1564):		390.00
CROELL INC	Concrete for Columbarium	1,952.00
CROELL INC	Concrete for Columbarium and cliff st sidewalk	1,952.00
Total CROELL INC (1452):		3,904.00
DRUG TESTING SERVICES LLC	Employee Screening	130.00
Total DRUG TESTING SERVICES LLC (148):		130.00
EATON SALES & SERVICE	OAI for the airport fuel tanks	1,649.00
Total EATON SALES & SERVICE (150):		1,649.00
FERGUSON ENTERPRISES INC	sewer furnco's, manhole grade rings and servic	2,899.19
Total FERGUSON ENTERPRISES INC (553):		2,899.19
FREMONT CO SOLID WASTE DISPOS	FCSW - Trash Disposal Climber's Fest 2026	21.00
FREMONT CO SOLID WASTE DISPOS	DISPOSAL OF ADDITIONAL WASTE FROM LP	5.00
FREMONT CO SOLID WASTE DISPOS	tire disposal	205.80
FREMONT CO SOLID WASTE DISPOS	FCSW - Lander Live 7-16-2026 Garbage dispo	30.60
FREMONT CO SOLID WASTE DISPOS	FCSW - Garbage disposal from community pig r	43.40
FREMONT CO SOLID WASTE DISPOS	FCSW - Garbage disposal from Lander Live an	24.20
Total FREMONT CO SOLID WASTE DISPOS (183):		330.00
FREMONT COUNTY ASSN OF GOV	FCAG ANNUAL DUES 2026-2027	4,000.00
FREMONT COUNTY ASSN OF GOV	FCAG ANNUAL DUES 2026-2027	4,000.00
Total FREMONT COUNTY ASSN OF GOV (187):		8,000.00
FREMONT COUNTY SCHOOL DIST #25	Bus Transportation for Sinks Canyon Camp - Ju	2,271.91
FREMONT COUNTY SCHOOL DIST #25	Bus Transportation for Sinks Canyon Camp - Ju	2,186.69
FREMONT COUNTY SCHOOL DIST #25	Sinks Canyon Camp Bus Transportation July 20	2,315.31
Total FREMONT COUNTY SCHOOL DIST #25 (1448):		6,773.91
FREMONT COUNTY TREASURER	JUNE JAIL BILL	6,710.00
FREMONT COUNTY TREASURER	JULY JAIL BILL	3,135.00
FREMONT COUNTY TREASURER	Dispatch - Police & Fire	20,670.00
FREMONT COUNTY TREASURER	Dispatch - Police & Fire	686.25
Total FREMONT COUNTY TREASURER (190):		31,201.25
FREMONT MOTOR COMPANY	LP-20 ESIM	85.60
Total FREMONT MOTOR COMPANY (194):		85.60
FRONT RANGE FIRE APPARATUS LTD	EN-8 auto eject and air compressor switch	532.50

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Merchant Name	Description	Total Cost
Total FRONT RANGE FIRE APPARATUS LTD (196):		532.50
FRONTIER PROPERTY MAINTENANCE	Landscape Maintenance for Community Center	925.00
Total FRONTIER PROPERTY MAINTENANCE (1484):		925.00
GADES SALES COMPANY	Pedestal Mount for 2nd and Amoretti Crosswalk	2,500.00
GADES SALES COMPANY	2nd and Amoretti Crosswalk Beacon - LOR Fou	10,900.00
Total GADES SALES COMPANY (1563):		13,400.00
GREGCO	Substantial completion pay app	170,766.04
Total GREGCO (1504):		170,766.04
HAMILTON LAND SURVEYING INC	High School Parking Lot Survey	5,464.25
Total HAMILTON LAND SURVEYING INC (1265):		5,464.25
HDR ENGINEERING INC	GIS Mapping	2,677.50
HDR ENGINEERING INC	Buena Vista Construction	2,853.75
HDR ENGINEERING INC	Tiger Drive ADA Crossing add to Safe Routes PI	5,737.46
HDR ENGINEERING INC	Buena Vista Construction	10,876.25
HDR ENGINEERING INC	Wastewater Master Plan	35,187.50
HDR ENGINEERING INC	Wastewater Master Plan	5,850.00
HDR ENGINEERING INC	Wastewater Master Plan	5,745.00
HDR ENGINEERING INC	Final closeout cost for Safe Routes at Gannett	2,013.10
Total HDR ENGINEERING INC (994):		70,940.56
HEALTH EQUITY	Monthly Administrative Fee AUG2026	134.35
HEALTH EQUITY	Monthly Administrative Fee AUG2026	134.35
Total HEALTH EQUITY (1502):		268.70
HERITAGE LANDSCAPE SUPPLY	Heritage Landscape - Irrigation supplies: Sch 40	724.57
Total HERITAGE LANDSCAPE SUPPLY (1558):		724.57
HIGH COUNTRY CONSTRUCTION	Lincoln St Project. Pay App 13 7.8.2026 - 7.31	394,324.15
Total HIGH COUNTRY CONSTRUCTION (1062):		394,324.15
HOMETOWN OIL	2gal of 15w40 oil	169.98
HOMETOWN OIL	Hometown Oil - Premium unleaded for PR3 tran	185.44
HOMETOWN OIL	Hometown Oil - Premium 91 unleaded for small	186.39
HOMETOWN OIL	Hometown Oil - Premium unleaded 40.1 gallons	191.16
HOMETOWN OIL	Hometon Oil - Premium Unleaded 38.4 Gallons	183.05
HOMETOWN OIL	Hometown Oil - Premium Unleaded Transfer Ta	187.76
HOMETOWN OIL	Hometown Oil - Premium Unleaded small gas e	194.77
HOMETOWN OIL	Hometown Oil - Bulk premium unleaded mower	185.26
HOMETOWN OIL	Hometown Oil - Bulk premium unleaded mower	221.31
HOMETOWN OIL	Hometown Oil. Bulk unleaded mowers and smal	189.26
Total HOMETOWN OIL (230):		1,894.38
HUFF SANITATION INC	Portapotties for 4th of July Main Street - Ordere	1,080.00

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Merchant Name	Description	Total Cost
Total HUFF SANITATION INC (239):		1,080.00
LANDER COMMUNITY FOUNDATION	TAD Grant Reimbursement - Challenge for Char	1,000.00
Total LANDER COMMUNITY FOUNDATION (1284):		1,000.00
MASTERCARD	Pizza for workers putting in gas line (Dillion Par	164.91
MASTERCARD	Orange cardstock paper for permit placards	21.50
MASTERCARD	Bottled water, sunscreen, and popsicles for sum	45.73
MASTERCARD	FRAUD CHARGE	50.00
MASTERCARD	FRAUD CHARGE - AMAZON	50.00
MASTERCARD	FRAUD CHARGE	50.00
MASTERCARD	FRAUD CHARGE	15.19
MASTERCARD	FRAUD CHARGE	50.00
MASTERCARD	Items for Christmas Silent Auction Funded by D	672.21
MASTERCARD	MC REWARD POINTS REDEEMED - CREDIT	4,108.00-
MASTERCARD	CREDIT FOR FRAUD CHARGE	50.00-
MASTERCARD	CREDIT FOR FRAUD CHARGE	50.00-
MASTERCARD	CREDIT FOR FRAUD DISPUTED CHARGE	30.00-
MASTERCARD	CREDIT FOR DISPUTED CHARGE	53.53-
MASTERCARD	CREDIT FOR FRAUD CHARGE	50.00-
MASTERCARD	CREDIT FOR FRAUD DISPUTED CHARGE	30.00-
MASTERCARD	June 2026 2nd set of BacT samples	75.00
MASTERCARD	program snacks	49.38
MASTERCARD	float valve 1/4" for the swamp cooler at the fire	12.59
MASTERCARD	Mop head and mop for park building restrooms,	93.09
MASTERCARD	water for programs and parks staff. Food for staf	15.37
MASTERCARD	Paint winter fair building 139.97, supplies for vol	475.10
MASTERCARD	Wasp spray and supplies for PW3	164.75
MASTERCARD	Bungee cords for the hose tarp on T1 replacem	15.46
MASTERCARD	Media Storage	6.25
MASTERCARD	snacks for programs. Food for program help	36.94
MASTERCARD	Parts to repair City Park stage	52.92
MASTERCARD	wall switch covers, and moth balls for the airport	38.55
MASTERCARD	popsicles for programs	9.00
MASTERCARD	cleaning supplies, wasp spray for camp	83.35
MASTERCARD	July 2026 1st set of BacT samples	75.00
MASTERCARD	camp food and supplies	426.32
MASTERCARD	vehicle flags for the trucks in the parade and par	60.18
MASTERCARD	tire shine for the fire trucks in the parade.	18.88
MASTERCARD	Food Tray for the Dispatch group and overtime	25.00
MASTERCARD	watermelons for camp	25.14
MASTERCARD	Toggle switch cover for the airport terminal, pan	88.29
MASTERCARD	Toggle switch cover for the airport terminal, pan	22.33
MASTERCARD	July 2026 2nd set of BacT samples	75.00
MASTERCARD	FORM SERVER FOR AIRTABLE MONTHLY	80.00
MASTERCARD	Spectrum Internet - City Locations MAY2026 A	129.98
MASTERCARD	Spectrum Internet - City Locations MAY2026 A	130.00
MASTERCARD	Spectrum Internet - City Locations MAY2026 A	130.00
MASTERCARD	Spectrum Internet - City Locations MAY2026 A	260.00
MASTERCARD	Spectrum Internet - City Locations MAY2026 A	130.00
MASTERCARD	Spectrum Internet - City Locations MAY2026 A	130.00
MASTERCARD	Spectrum Internet - City Locations MAY2026 A	130.00
MASTERCARD	Spectrum Dedicated Fiber JUNE2026 Acct#17	300.00
MASTERCARD	Spectrum Dedicated Fiber JUNE2026 Acct#17	300.00
MASTERCARD	park's weed wacker parts	62.07
MASTERCARD	New ignition module backpack blower parks an	139.00

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Merchant Name	Description	Total Cost
MASTERCARD	Police Travel - Breakfast 6/26/2026 Joe & Jacob	29.30
MASTERCARD	Annual Membership to ICC for COL	180.00
MASTERCARD	6"" fernco caps to cover well casing in new addit	21.50
MASTERCARD	camp craft supplies	241.42
MASTERCARD	craft supplies for camp	36.87
MASTERCARD	camp craft supplies	14.54
MASTERCARD	craft lacing for camp	14.54
MASTERCARD	camp craft project- canvas totes	60.79
MASTERCARD	camp craft supplies/first aid	59.14
MASTERCARD	rex lacing craft supplies camp	7.99
MASTERCARD	Replacement monitors for RaJean,	306.99
MASTERCARD	Community Center Water Pitcher Replacements	499.98
MASTERCARD	Fuses for backwash cabinet in process area of	13.35
MASTERCARD	Spinning prize wheel for July bike rodeo with pol	42.74
MASTERCARD	Pipe repair clamps for green air line at water tre	17.78
MASTERCARD	Printer Ink Cartridge - Amy Nichols for Municipal	146.89
MASTERCARD	Work phone case and screen protector	29.63
MASTERCARD	(Qty 2) Sgt Offices Computer Monitors (Qty 4 r	888.00
MASTERCARD	Streamlight flashlight Batteries	117.06
MASTERCARD	Battery tender for plant lawn mower	22.76
MASTERCARD	R Lutterman Work phone case for iPhone 17 wo	16.98
MASTERCARD	CLOROX WIPES & CENTER ROLL BATH TOW	206.19
MASTERCARD	CLOROX WIPES & CENTER ROLL BATH TOW	206.19
MASTERCARD	POPCORN PACKETS - 1 CASE OF 24	42.89
MASTERCARD	Replacement floor register, powermop w/pad ref	108.27
MASTERCARD	LETTER TRAYS	22.71
MASTERCARD	TABLE WITH STORAGE	159.99
MASTERCARD	Spray Paint for the floor vents at the airport term	14.58
MASTERCARD	baseboard register, insect killer and pest repelle	79.76
MASTERCARD	PAPER TOWELS FOR ALL FACILITIES	143.88
MASTERCARD	PAPER TOWELS FOR ALL FACILITIES	143.88
MASTERCARD	Swiffer JetMop kit for cleaning the floor at the air	41.99
MASTERCARD	City Park Camping Donation Signage with upda	271.73
MASTERCARD	New carburetor throttle valve shaft to fix the wat	46.70
MASTERCARD	COMMUNITY CENTER SOFTWARE MONTHL	269.00
MASTERCARD	Parts to wire speakers for Rodeo Grounds	838.20
MASTERCARD	rear liftgate prop	56.74
MASTERCARD	Carwash Solution for PD Cars	13.98
MASTERCARD	POLICE VEHICLE PART	52.99
MASTERCARD	Police Travel - Dinner 6/22/2026 Joe	27.07
MASTERCARD	Police Travel - Dinner 6/22/2026 Jacob	26.28
MASTERCARD	Gator Battery	44.21
MASTERCARD	Police Travel - Breakfast & Lunch 6/25/2026 Jo	25.65
MASTERCARD	special gas for paint buggy	14.42
MASTERCARD	AWS for stacker	23.22
MASTERCARD	Weatherproof electrical connectors for Rodeo G	8.99
MASTERCARD	Supplies for Rodeo Grounds Speaker wiring	22.58
MASTERCARD	Police - Hotel for Martson - Grant Writing Class i	123.12
MASTERCARD	Zoom Cloud Recording & Storage Monthly	40.00
MASTERCARD	Pistol Optics, Pistol lights, Rifle magazines	5,000.00
MASTERCARD	new name plates for PD promotions	53.14
MASTERCARD	Concrete mix for stones	62.31
MASTERCARD	New speaker wire for Rodeo Grounds	599.99
MASTERCARD	special fuel for paint buggy	14.55
MASTERCARD	PURCHASE FOR LUNCH DUE TO FORENSIC	13.64
MASTERCARD	Fire hall hood system annual service	258.50
MASTERCARD	City of Lander swag for promotional use 2026-2	3,538.17
MASTERCARD	Air filters for LCCC air handler	269.88

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Merchant Name	Description	Total Cost
MASTERCARD	Camp t shirts, staff hoodies	1,533.00
MASTERCARD	Police Travel - Lodging Joe	100.00
MASTERCARD	Police Travel - Lodging Jacob	100.00
MASTERCARD	Spectrum TV - City Hall	18.87
MASTERCARD	Spectrum TV Package - Airport	141.05
MASTERCARD	Lumen-Century Link Phone Charges	93.81
MASTERCARD	Lumen-Century Link Phone Charges	219.13
MASTERCARD	Lumen-Century Link Phone Charges	466.93
MASTERCARD	Lumen-Century Link Phone Charges	132.58
MASTERCARD	WY Waste Trash Removal - JUNE2026	183.07
MASTERCARD	WY Waste Trash Removal - JUNE2026	213.60
MASTERCARD	WY Waste Trash Removal - JUNE2026	174.83
MASTERCARD	WY Waste Trash Removal - JUNE2026	1,611.24
MASTERCARD	WY Waste Trash Removal - JUNE2026	1,010.94
MASTERCARD	mini x for street wor	300.00
MASTERCARD	Google Workspace JULY2026	1,115.78
MASTERCARD	Google Workspace JULY2026	1,115.77
MASTERCARD	Gator Starter	59.40
MASTERCARD	Rebate-Pizza Hut	6.60-
MASTERCARD	Hinges for door on rural water house	20.98
MASTERCARD	Police Travel - Dinner 6/23/2026 Joe & Jacob	56.00
MASTERCARD	Cemetery Irrigation Supplies	680.00
MASTERCARD	Police Travel - Dinner 6/24/2026 Joe & Jacob	56.00
MASTERCARD	Police Travel - Dinner 6/25/2026 Joe & Jacob	67.76
MASTERCARD	Police Travel - Lunch Joe & Jacob	41.02
MASTERCARD	Cemetery Irrigation Supplies	4,044.42
MASTERCARD	snowblower raffle for 2026 xmas party Paid fro	410.00
MASTERCARD	2025 xmas party donations used for carry over f	2,000.00
MASTERCARD	Tools and supplies for Rodeo Grounds speaker	97.55
MASTERCARD	Parts and supplies for rodeo grounds speaker r	66.93
MASTERCARD	Christmas Silent auction items from donated fun	220.62
MASTERCARD	DUI Overtime Event Chief & Captain Meal	36.95
MASTERCARD	WAMCAT Annual Dues 2026-2027	77.93
MASTERCARD	UNION CELL FINAL BILL - CHANGED OVER T	32.61
MASTERCARD	UNION CELL FINAL BILL - CHANGED OVER T	333.24
MASTERCARD	UNION CELL FINAL BILL - CHANGED OVER T	223.24
MASTERCARD	UNION CELL FINAL BILL - CHANGED OVER T	164.59
MASTERCARD	UNION CELL FINAL BILL - CHANGED OVER T	17.79
MASTERCARD	UNION CELL FINAL BILL - CHANGED OVER T	60.97
MASTERCARD	Diesel Fluid	16.98
MASTERCARD	Tape Measure	37.98
MASTERCARD	Tote for flags, oil for old skid steer not running g	29.97
MASTERCARD	Replacement Main Street Banners (2) for Pione	151.20
MASTERCARD	fix urinals, toilets, breakroom sink at City Hall	962.41
MASTERCARD	June 2026 Wastewater Sampling	345.00
MASTERCARD	June 2026 Wastewater Sampling	345.00
MASTERCARD	Lead and Copper test on 737 South 3rd St.	118.00
MASTERCARD	June 2026 Wastewater Sampling	345.00
MASTERCARD	June 2026 Wastewater Sampling	345.00
MASTERCARD	yearly subscription to heavy and light duty diagn	6,384.00
MASTERCARD	EVIDENCE TO DCI CROME LAB FOR PROCE	21.20
MASTERCARD	L26-02140 BLOOD KIT SUBMISSION	8.15
MASTERCARD	3 inch round tube and 2 inch round tube for PR	1,535.50
MASTERCARD	Personal Purchase by Error - Credit Issued by	106.54
MASTERCARD	credit	73.40-
MASTERCARD	Credit	106.54-
MASTERCARD	PR-5 inner door handle and Pr-1 tailgate bezel	32.97
MASTERCARD	Carb and Choke cleaner for cleaning parts that	9.57

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Merchant Name	Description	Total Cost
MASTERCARD	Sea Foam - 2 Cans Small Engine Equipment R	26.97
MASTERCARD	Hose replacement for water truck side hand spr	232.50
MASTERCARD	NAPA - Lawn Garden Battery Toro Ballfield Tryk	98.25
MASTERCARD	spark plug, funnel, oil pitcher	26.26
MASTERCARD	sea foam	35.96
MASTERCARD	ole red fuel pump, tune up parts	188.70
MASTERCARD	battery maintainer Ole Red	29.99
MASTERCARD	credit	21.10-
MASTERCARD	stock order	564.72
MASTERCARD	red fuel pump, spark plug	81.40
MASTERCARD	stock order	102.20
MASTERCARD	ole red gaskets	3.06
MASTERCARD	chain for the gutter broom , while in transport	13.45
MASTERCARD	Hyd hose for auger	271.23
MASTERCARD	NAPA - Spark plugs spray engine in WP1 spray	22.80
MASTERCARD	PR-5 fuel pump	132.92
MASTERCARD	LOR Foundation Dillon Park Shade Grant - Purc	986.00
MASTERCARD	Police Travel - Lunch 6/22/2026 Jacob	17.97
MASTERCARD	Police Travel - Lunch 6/22/2026 Joe	18.88
MASTERCARD	fuel for paint buggy	14.14
MASTERCARD	E-coli testing for June 2026	315.00
MASTERCARD	Supplies for stage at City Park to fill in drafty wi	91.56
MASTERCARD	FIRST CLASS MAIL TO OUTSIDE AGENCY	6.86
MASTERCARD	Concrete anchors Unistrut pipe clamps and har	192.66
MASTERCARD	Unistrut channel, and more pipe clamps for the	912.24
MASTERCARD	GRANT MANAGEMENT COURSE FOR TREA	312.50
MASTERCARD	GRANT MANAGEMENT COURSE FOR TREA	312.50
MASTERCARD	Postage Mailing System Contract	199.30
MASTERCARD	CREDIT FOR FRAUD CHARGE	30.00-
MASTERCARD	Grant Writing USA - Casper, WY Levi Martson	525.00
MASTERCARD	CREDIT FOR FRAUD CHARGE	25.00-
MASTERCARD	CREDIT FOR FRAUD CHARGE	15.19-
MASTERCARD	CREDIT FOR FRAUD CHARGE	50.00-
MASTERCARD	CREDIT FOR FRAUD CHARGE	15.19-
MASTERCARD	CREDIT FOR FRAUD CHARGE	25.00-
MASTERCARD	CREDIT FOR FRAUD CHARGE	25.00-
MASTERCARD	CREDIT FOR FRAUD CHARGE	50.00-
MASTERCARD	CREDIT FOR FRAUD CHARGE	50.00-
MASTERCARD	CREDIT FOR FRAUD CHARGE	50.00-
MASTERCARD	CREDIT FOR FRAUD CHARGE	50.00-
MASTERCARD	CREDIT FOR FRAUD CHARGE	50.00-
MASTERCARD	CREDIT FOR FRAUD CHARGE	30.00-
MASTERCARD	Heritage - Irrigation supplies in conjunction with	1,479.23
MASTERCARD	Vonage Phone JUNE2026 Acct #142816	903.18
MASTERCARD	Vonage Phone JUNE2026 Acct #142816	903.18
MASTERCARD	Less Lethal Use of Force Training	1,050.00
MASTERCARD	Duty Ammo for Police Rifles	2,907.00
MASTERCARD	tools for paint buggy	4.49
MASTERCARD	Ace Hardware - Flail Mower Hitch Pin	8.09
MASTERCARD	Gambles - Used Refrigerator for Sinks Canyon	250.00
MASTERCARD	Police - Casper Training - Captain Lunch	15.42
MASTERCARD	Police - Casper Training - Captain Breakfast	18.13
MASTERCARD	Police - Training Casper - Captain Lunch	21.12
MASTERCARD	Updated QR Code Sticker for Camping Donatio	22.00
MASTERCARD	4th of July city spirit temporary tattoos to distrib	393.00
MASTERCARD	Airport Advertisement for Bids- Apron Project	902.70
MASTERCARD	CREDIT FOR FRAUD DISPUTED CHARGE	16.05-
MASTERCARD	Ink Cartridge IX5-7 Hi-Cap for Mailing Postage	275.90

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Merchant Name	Description	Total Cost
MASTERCARD	PVC plugs to cover/seal well casing in new addi	7.18
MASTERCARD	Magnetic parts tray for general plant use	17.09
MASTERCARD	Hitch and hitch pin for tan plant truck and misc. t	40.12
Total MASTERCARD (327):		58,623.44
MES SERVICE COMPANY LLC	Compressor service and airpack service and re	4,627.10
Total MES SERVICE COMPANY LLC (336):		4,627.10
METRON FARNIER	Remote Paddle Meter Antennas	326.32
Total METRON FARNIER (1451):		326.32
MISC ONE TIME VENDOR	LANDER ART DISTRICT - TAD GRANT REIMB	1,000.00
Total MISC ONE TIME VENDOR (342):		1,000.00
NORCO INC	Cylinder Rental - JUNE2026	99.60
NORCO INC	Plasma cutter with trade in on old one	3,665.00
Total NORCO INC (364):		3,764.60
ONE CALL OF WYOMING	dig tickets for June 2026	141.75
Total ONE CALL OF WYOMING (374):		141.75
OVERHEAD DOOR COMPANY	Wyoming Energy Authority Grant - Public Works	5,397.89
Total OVERHEAD DOOR COMPANY (378):		5,397.89
PAYMERANG LLC	3rd Party Bill Pay Monthly Fee JULY2026	200.00
Total PAYMERANG LLC (1447):		200.00
PERFECT POWER INC	Perfect Power - Clay Field softball scoreboard tr	582.50
Total PERFECT POWER INC (762):		582.50
RANGER-JOURNAL-WIND RIVER NEWS	Legal Ad - May 12th Minutes	1,118.00
RANGER-JOURNAL-WIND RIVER NEWS	Legal Ad - Completion of Sidewalk Improvement	117.00
RANGER-JOURNAL-WIND RIVER NEWS	Legal Ad - June 9th Minutes	962.00
RANGER-JOURNAL-WIND RIVER NEWS	Legal Ad - Didememella Liquor License Applicat	104.00
RANGER-JOURNAL-WIND RIVER NEWS	Legal Ad - Planning Commission Hearing	39.00
RANGER-JOURNAL-WIND RIVER NEWS	Legal Ad - June 16th Meeting Minutes	741.00
RANGER-JOURNAL-WIND RIVER NEWS	Legal Ad - Publish Salaries	104.00
RANGER-JOURNAL-WIND RIVER NEWS	Legal Ad - June 23rd Meeting Minutes	377.00
RANGER-JOURNAL-WIND RIVER NEWS	Legal Ad - Liquor License Transfer	104.00
RANGER-JOURNAL-WIND RIVER NEWS	Legal Ad - Conditional Use Permit	39.00
Total RANGER-JOURNAL-WIND RIVER NEWS (287):		3,705.00
RDO EQUIPMENT CO	Cutting edges and bolts for S-43	1,168.20
RDO EQUIPMENT CO	Cutting edges and bolts for S-43	1,168.20-
Total RDO EQUIPMENT CO (1414):		.00
RIVERTON TIRE & OIL CO	WT-5 tires	760.00

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Merchant Name	Description	Total Cost
Total RIVERTON TIRE & OIL CO (431):		760.00
ROCKY MOUNTAIN POWER	Electric Bill - JUNE2026 Acct#58604211-001 3	4,110.55
ROCKY MOUNTAIN POWER	Electric Bill - JUNE2026 Acct#58604211-001 3	285.99
ROCKY MOUNTAIN POWER	Electric Bill - JUNE2026 Acct#58604211-001 3	1,893.86
ROCKY MOUNTAIN POWER	Electric Bill - JUNE2026 Acct#58604211-001 3	5,008.67
ROCKY MOUNTAIN POWER	Electric Bill - JUNE2026 Acct#58604211-001 3	821.38
ROCKY MOUNTAIN POWER	Electric Bill - JUNE2026 Acct#58604211-001 3	99.34
ROCKY MOUNTAIN POWER	Electric Bill - JUNE2026 Acct#58604211-001 3	4,986.25
ROCKY MOUNTAIN POWER	Electric Bill - JUNE2026 Acct#58604211-001 3	3,165.31
Total ROCKY MOUNTAIN POWER (435):		20,371.35
STAR PLAYGROUNDS	Dog Park Shade Structure - LOR Foundation Gr	4,986.50
Total STAR PLAYGROUNDS (1330):		4,986.50
STRIKE CONSULTING GROUP	Stormwater Masterplan	5,521.00
STRIKE CONSULTING GROUP	Meter Project	1,000.00
STRIKE CONSULTING GROUP	Flood Project	11,364.50
STRIKE CONSULTING GROUP	Wastewater Master Plan	530.00
STRIKE CONSULTING GROUP	Stream Monitoring at Outfall	538.75
Total STRIKE CONSULTING GROUP (1112):		18,954.25
SUMMIT WEST CPA GROUP P.C.	IT SUPPORT & HARDWARE - MAY 2026	2,690.27
SUMMIT WEST CPA GROUP P.C.	IT SUPPORT & HARDWARE - MAY 2026	380.37
SUMMIT WEST CPA GROUP P.C.	IT SUPPORT & HARDWARE - MAY 2026	477.27
SUMMIT WEST CPA GROUP P.C.	IT SUPPORT & HARDWARE - JUNE 2026	246.43
SUMMIT WEST CPA GROUP P.C.	IT SUPPORT & HARDWARE - JUNE 2026	440.27
Total SUMMIT WEST CPA GROUP P.C. (1328):		4,234.61
SWEETWATER AIRE	Furnace blower wheel replaced	1,020.44
Total SWEETWATER AIRE (484):		1,020.44
TEAM LABORATORY CHEM LLC	mega bugs for sewer ponds	4,175.00
Total TEAM LABORATORY CHEM LLC (493):		4,175.00
THATCHER COMPANY	Tanker of Aluminum Sulfate	13,027.30
Total THATCHER COMPANY (498):		13,027.30
THE EVERGREEN COLLECTIVE	Operational Stress Management Training - 2nd	3,800.00
Total THE EVERGREEN COLLECTIVE (1554):		3,800.00
TWEEDS WHOLESALE CO.	food for the last week of camp	133.81
Total TWEEDS WHOLESALE CO. (523):		133.81
WALLER, TECIA	Maintenance at LCCC and City Hall	3,400.00
Total WALLER, TECIA (1333):		3,400.00

CITY OF LANDER

Invoice Register - Council - Paper
Input Dates: 7/16/2026 - 8/12/2026Page: 10
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Merchant Name	Description	Total Cost
WATER REFUNDS	REFUND - WATER - RICH	74.59
WATER REFUNDS	REFUND - WATER - WEST	181.66
WATER REFUNDS	REFUND - WATER- HENRY	53.19
Total WATER REFUNDS (552):		309.44
WESTERN LAW ASSOCIATES	Attorney Fees	2,415.00
Total WESTERN LAW ASSOCIATES (559):		2,415.00
WESTERN outhouse & SEPTIC SERVICES	portable toilets for the terminal upgrade from 5/2	460.00
Total WESTERN outhouse & SEPTIC SERVICES (1541):		460.00
WESTERN PRINTING CO.	Zoning map display for conf room	49.49
WESTERN PRINTING CO.	Water Bills - JULY 2026	702.76
WESTERN PRINTING CO.	700 more paper, blank building permits	291.05
Total WESTERN PRINTING CO. (560):		1,043.30
WESTERN STATES FIRE PROTECTION	Annual Fire Monitoring Subscription for LCCC	780.00
Total WESTERN STATES FIRE PROTECTION (1406):		780.00
WHITING LAW PC	Professional Legal Services	822.50
Total WHITING LAW PC (564):		822.50
WILD MOUNTAIN PAINTING	Terminal Painting to be reimbursed by LOR gra	4,000.00
Total WILD MOUNTAIN PAINTING (1242):		4,000.00
WILLIAM H SMITH & ASSOC	Water Rights and Ditches	7,959.96
WILLIAM H SMITH & ASSOC	Lincoln Street Engineering	39,204.32
WILLIAM H SMITH & ASSOC	Lincoln Street Materials Testing	1,655.22
WILLIAM H SMITH & ASSOC	Lincoln Street Construction Admin	34,795.00
WILLIAM H SMITH & ASSOC	Lincoln Street Materials Testing	520.00
WILLIAM H SMITH & ASSOC	Baldwin ROW analysis	840.00
WILLIAM H SMITH & ASSOC	Baldwin 9th Design	4,432.50
WILLIAM H SMITH & ASSOC	Baldwin 9th -Design and ROW	1,690.00
WILLIAM H SMITH & ASSOC	Lincoln Street Construction Admin	34,927.50
WILLIAM H SMITH & ASSOC	Lincoln Street Materials Testing	855.00
WILLIAM H SMITH & ASSOC	ROW Baldwin Creek	840.00
WILLIAM H SMITH & ASSOC	Baldwin Creek Design	2,460.00
WILLIAM H SMITH & ASSOC	Baldwin Creek Design	7,807.50
WILLIAM H SMITH & ASSOC	South 9th & Baldwin Design	15,945.00
Total WILLIAM H SMITH & ASSOC (1058):		153,932.00
WILSON BROS CONSTRUCTION INC	Buena Vista Project - Pay App #1 - Wilson Bros.	324,303.95
Total WILSON BROS CONSTRUCTION INC (937):		324,303.95
WIND RIVER FENCE LLC	LOR Foundation Grant - North Park Fence Relo	12,630.00
Total WIND RIVER FENCE LLC (1498):		12,630.00
WSFA - MUTUAL AID	WSFA - Mutual Aid dues	1,278.00

Merchant Name	Description	Total Cost
Total WSFA - MUTUAL AID (1063):		1,278.00
WYDOT - FINANCIAL SERVICES	WYDOT Fuel JULY 2026 portion of invoice	4,238.64
WYDOT - FINANCIAL SERVICES	WYDOT Fuel JULY 2026 portion of invoice	409.12
WYDOT - FINANCIAL SERVICES	WYDOT Fuel JULY 2026 portion of invoice	2,119.32
WYDOT - FINANCIAL SERVICES	WYDOT Fuel JULY 2026 portion of invoice	2,119.32
WYDOT - FINANCIAL SERVICES	WYDOT Fuel for JUNE 2026 portion of invoice	1,753.27
WYDOT - FINANCIAL SERVICES	WYDOT Fuel for JUNE 2026 portion of invoice	126.15
WYDOT - FINANCIAL SERVICES	WYDOT Fuel for JUNE 2026 portion of invoice	876.64
WYDOT - FINANCIAL SERVICES	WYDOT Fuel for JUNE 2026 portion of invoice	876.63
Total WYDOT - FINANCIAL SERVICES (606):		12,519.09
WYOGLOSS LLC	windshield	580.44
Total WYOGLOSS LLC (1370):		580.44
WYOMING ASSN. OF MUN.	Annual Dues WyoCMA - Lance & Rajean	75.00
WYOMING ASSN. OF MUN.	Annual Dues WyoCMA - Lance & Rajean	75.00
WYOMING ASSN. OF MUN.	FINANCE SUPPORT SERVICES - JULY 2026	190.00
WYOMING ASSN. OF MUN.	FINANCE SUPPORT SERVICES - JULY 2026	190.00
Total WYOMING ASSN. OF MUN. (599):		530.00
WYOMING RETIREMENT SYSTEM	Vol Fire Pension Fund.	693.75
Total WYOMING RETIREMENT SYSTEM (614):		693.75
YOUTH SERVICES OF FREMONT CO	FY 26 27 Juvenile Justice Services of Fremont	35,000.00
Total YOUTH SERVICES OF FREMONT CO (622):		35,000.00
Grand Totals:		1,954,054.08

Report GL Period Summary

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

July 31, 2026 Net Payroll

\$ 305,055.05 Direct Deposit

Transmittals		
Aflac	\$	359.65
Child Support	\$	1,327.35
Colonial Life	\$	71.65
Payroll Taxes	\$	104,735.57
Fascorp - Deferred Comp	\$	7,090.00
NCPERS - Prudential Life	\$	112.00
Trustmark Insurance Benefits	\$	379.66
WEBT - WY Educators Benefit Trust (Health Ins.)	\$	92,411.99
Workers Comp	\$	6,683.65
Wyoming Retirement System	\$	73,576.96

Part-time employee gross wages by department for the pay period 6/19/2026 – 7/18/2026

Cemetery = \$3,833.50
City Hall = \$690.50
Municipal Court = \$486.68
Parks - \$39,845.64
Police = \$0.00
Weed & Pest = \$6,026.00

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 8, ItemA.

THIS HANGAR SPACE LAND LEASE AGREEMENT is made and entered into this 14th day of August 2018, by and between the CITY OF LANDER, a Wyoming municipal corporation, 240 Lincoln Street, Lander, Wyoming 82520, hereinafter referred to as “Lessor”, and Classic Air Care LLC, whose address is 1010 N 500 E, North Salt Lake UT, 84054 hereinafter referred to as “Lessee”.

RECITALS:

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

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

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

TERMS AND CONDITIONS:

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

1. **RECITALS.** The above recitals are incorporated herein and made a part of this lease as if restated in full.
2. **PREMISES.** Lessee acknowledges and understands that this Lease is for the lease of real property (land) only. Lessor acknowledges that Lessee owns the hangar and any other improvements constructed by Lessee on the leased premises, subject to the terms of this Lease. Lessor hereby leases to Lessee Hangar Space No. 516, consisting of an area measuring 50 feet by 50 feet (approximately 2,500 square feet), together with an additional area measuring 6 feet by 6 feet (approximately 36 square feet) located immediately northwest of the hangar for the sole purpose of installing, operating, maintaining, repairing, replacing, and accessing a grinder pump and related wastewater facilities serving the hangar. The leased premises are located at Hunt Field Airport, Lander, Wyoming, together with reasonable rights of ingress and egress. Lessee accepts the premises "AS IS" without any express or implied warranties as to their condition or fitness for a particular purpose.

Additionally: The additional 6-foot by 6-foot area shall not be used for storage, parking, or any purpose other than the grinder pump and related wastewater facilities without the prior written consent of Lessor.

3. **PRIMARY PURPOSE.** This agreement authorizes the Lessee to place a hangar and any necessary installation required by said placement for the primary purpose of housing aircraft and necessary aircraft parts, paraphernalia and accessories. Primary purpose is defined as that which is first in intention and which is fundamental. Also defined as the principal or fixed intention with which an act or course of conduct is undertaken.
4. **TERM.** Subject to the terms and provisions of this lease, the term of this lease shall be for fifteen (8) years commencing on the 12th day of August 2026, and terminating on the 31st day of December, 2034 unless sooner terminated for any of the reasons set forth in this Lease. Lessee will have the opportunity to renew a lease for two (2) additional five (5) year periods beyond the termination date of the original lease term on terms to be negotiated in good faith by the parties. At or before the end of the term of this lease, the parties will negotiate in good faith for a new lease with the same term and provision for renewal provided in this lease. In the event Lessee sells his/her hangar before the end of the term of this lease, Lessor

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 8, Item A.

will negotiate in good faith with the new owner of the hangar for a lease. Lessee shall have quiet enjoyment of the premises in accordance with the covenants in this Lease. All terms and covenants of this Lease Agreement shall remain in effect for each renewal period.

5. RENTAL FEE. The lease amount for 2026, the first partial year of this lease, has already been paid in full. Lessee shall pay to Lessor the rental fee in annual installments on or before the 10th day of January each year. The annual rental for the first full year of this Lease shall be \$0.166 (2027 rate) per square foot (see Paragraph 2 above for the total square feet). The rental fee, after the first year, shall be increased by 3.5% annually or adjusted yearly in an amount according to the State of Wyoming Department of Administration and Information, Economic Analysis Division Table III Annual Inflation Rates by Region Cost of Living Index based on the fourth quarter of the preceding year, whichever is greater. Lessor shall, in writing, notify Lessee by December 15th of the increase in rent starting in the following January. The increase shall take effect on January 1 of each year. A delinquency charge of 1.5% per month of the current rental fee shall be added to any rental fee that is more than thirty (30) days delinquent. After the lease term of fifteen (8) years and any renewals, the rental fee may be increased, renegotiated or changed, and new methods of calculation may be used.

6. AIRCRAFT OWNERSHIP. Lessee hereby covenants and agrees that Lessee is the owner of the following aircraft(s) to be housed in the hangar at Space No. 516

Plane Number: _N407FC_
Manufacturer: __Bell__
Year/Make/Model: _Bell 407
Registered Owner(s): __Classic Aviation LLC__
Address of Lessee: _1010 N 500 E Suite 200 _North Salt Lake UT, 84054_
Business Phone of Lessee: __1-801-295-5700_
Home Phone of Lessee: _____
Cell Phone of Lessee: _____

Lessee shall notify Lessor in writing of any changes in aircraft(s) ownership or other information listed above within twenty (20) days of the change.

7. ACCESS CODES. Airport access codes are not to be given out to the general public by either party.

8. CONDITION OF PREMISES. Lessee covenants with the Lessor that Lessee has received the premises in good order and condition and at the expiration of the Lease, Lessee will yield up the premises to the Lessor, its successors or assigns, in as good order and condition as when the premises were entered upon by Lessee, ordinary wear excepted. Lessee also agrees to keep the premises in good repair and a neat and sanitary condition at all times during the term of the Lease at Lessee's own expense.

9. PERMITTED USES OF PREMISES. The use of the leased premises shall primarily be for aviation purposes. The Lessee shall have the right to occupy and use the premises for the purpose of an airplane hangar, for overnight and/or resting periods for aircrew, and the storage of airworthy aircraft, or an aircraft that may be made airworthy in a reasonable amount of time as determined by the City of Lander.

Routine owner aircraft maintenance and care are allowed.

Temporarily, a vehicle may be parked in a hangar while the aircraft is away from the airport, but the vehicle must be removed upon return of the aircraft.

Lessee's guests, agents or employees of Lessee are not permitted to park their motor vehicles in or around the outside of the hangar or on the leased premises or on other airport property, except when the aircraft is being used, maintained or repaired.

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 8, ItemA.

Lessee is entitled to store an ATV in the hangar for use in the movement of the aircraft and snow removal.

Lessee shall not cause, maintain, or permit any storage of vehicles, equipment or other personal items of Lessee on or about the leased premises, except entirely within Lessee's hangar.

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

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

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

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

- A. In accordance with FAA regulations, hangars must not be used as a residence. The FAA differentiates between a typical pilot resting facility or aircrew quarters versus a hangar residence or hangar home. The former are designed to be used for overnight and/or resting periods for aircrew, and not as a permanent or even temporary residence. See FAA Order 5190.6B, Paragraph 20.5.b.
- B. Lessee shall not store any explosives, toxic, flammable, combustible or other hazardous materials in or near the hangar or on the hangar space site, as it is strictly prohibited, except that which is stored in the aircraft or what is reasonably necessary for maintenance, repair or restoration of the aircraft. In all events, such materials must be properly handled and safely stored. Lessee shall not perform any hazardous operations in the hangars or on the premises including, but not limited to, the following: welding, torch cutting, torch soldering, doping and spray painting except as reasonably necessary for maintenance, repair or restoration of the aircraft.
- C. Lessee promises and agrees that no commercial operations of any kind are permitted within or near the leased premises without written consent of Lessor.
- D. Lessee shall not erect or permit to be erected any signs on the premises.
- E. A hangar with no airplane parked or based in the hangar and the hangar is being used solely to store large boats, trailers, motor homes, or miscellaneous non-aviation items is not acceptable and in violation of this lease. No personal property owned by a third party (who is not an assignee or renter approved by Lessor) is allowed to be stored in the hangar of Lessee.
- F. No parking of boats, trailers, campers, motor homes or other similar property is allowed around the outside of the hangar.
- G. Lessor has the right to tow and remove boats, trailers, campers or other similar property parked outside the leased premises or on other airport property at the sole expense of the owner(s) of said property. Tie-down spaces shall not be used for vehicle parking. Lessee shall not drive or park on the airport property where collisions could occur or interfere with movement of aircraft.

11. **CONSTRUCTION OF NEW HANGARS.** Construction of an airplane hangar upon the premises shall be subject to compliance with all applicable regulations, ordinances and codes of Lessor and with the approval of the City of Lander. Lessee will have six (6) months from the signing of this lease agreement to begin

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 8, Item A.

construction of the new hangar, and six (6) months from the beginning of construction to complete the new hangar. An extension may be granted if an application for extension is made to the Lessor and approved by the Lessor prior to the end of the six (6) months. If work is not begun within the six (6) month period, the lease will be void, and lease money paid will be forfeited. Failure to complete construction as provided herein will also constitute a default by Lessee. The Lessor is under no obligation to notify the lease holder if they are in violation of these time requirements. At the time the lease is termed void, the hangar site will be available for lease to other individuals or entities. All new construction for hangars will conform to FAA regulations and city building codes, including wind and snow loads. The Lessee shall be responsible for providing pavement or concrete surface from their hangar to the taxi lane. Lessee must obtain from Lessor a building permit prior to construction.

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

12. ALTERATIONS OF EXISTING HANGARS. The Lessee shall not make any alterations, changes or improvements other than repairs to existing hangar structures without the written consent of the Lessor, and then only in strict compliance with all applicable FAA regulations, ordinances and codes of the Lessor. Lessee must also obtain a building permit from Lessor prior to any alterations.
13. INSURANCE AND INDEMNIFICATION. Lessee shall obtain and maintain continuously in effect at all times during the term of this lease agreement and all renewals, at Lessee's sole expense, general liability insurance with limits not less than \$300,000.00 combined single limit for each accident/occurrence for bodily injury and property damage in or near the hangar or on the hangar space site. Lessee shall provide in each policy that the insurance company or companies immediately send Lessor a copy of said policy and all renewal and cancellation notices. Failure to submit such proof of insurance shall be sufficient grounds to terminate this lease agreement. Lessee bears sole risk of loss to the hangar, all aircraft and personal property on the premises or in the hangar. Lessor shall not be responsible for any damage or injury to Lessee, employees, agents, or guests of Lessee, or property of Lessee, arising out of the occupancy of the premises. Lessee shall indemnify and hold harmless the Lessor and Lander City Council members employees and agents of Lessor against any and all claims for loss or damage occasioned by or arising out of, direct or indirect, rental or occupancy of said hangar space and Lessee's hangar and the use of the airport. Such indemnification shall include any cost to Lessor, including court costs and attorney fees, in defending any claim against Lessor. Lessee promises and agrees to pay to Lessor any damage to the leased premises arising out of Lessee's rental or occupancy of the premises. Nothing in this paragraph relieves Lessor of liability for Lessor's own negligence or intentional torts, for which Lessor shall indemnify and defend Lessee to the same extent set forth above.
14. UTILITIES. Lessee is responsible for all utilities consumed or used at the premises. Lessor is not responsible for bringing utilities to the premises or any interruption of service. Any utilities or other public services which may become available, which the Lessee desires to use on the premises, shall be located as determined by the City of Lander and "as built" plans of the locations of such utility lines shall be provided to the City of Lander Public Works Director. All utility arrangements, including hook-up payments, surveying, etc., shall be the sole responsibility of the Lessee. Lessee agrees to assure that all utility accommodations and arrangements conform to all applicable laws.
15. SNOW REMOVAL. The Lessor agrees to keep the blacktop apron and taxiways reasonably free and clear of ice, snow and debris to within two (2) feet of the hangar doors, all in accordance with the airport snow removal policy in effect during the

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 8, Item A.

term of this lease. The City is not responsible for snow removal damage to concrete in front of the hangars.

16. WEEDS/GRASS/DEBRIS AND PROPERTY. Lessee shall keep the premises neat, clean, safe and orderly at all times, free of waste, rubbish and debris. Weeds, grass and debris will be controlled by Lessee within the leased area to the satisfaction of the Lessor. There shall be no outside storage on the premises of boats, campers, vehicles or other material or equipment, except as authorized in this Lease. Lessee is responsible for the sanitary and safe removal of all trash and hazardous materials to an off-airport site.
17. INSPECTION. Lessee agrees, and such is a condition of this lease, that Lessee will at all times keep the premises clean, and all buildings and other structures thereon in good condition and repair, to the satisfaction of Lessor or its representatives, and to comply with the laws, ordinances and regulations respecting the airport. The City of Lander, its agents and representatives shall have an unrestricted right to enter the leased premises and Lessee's hangar for the purpose of inspection for compliance with the terms of this Lease, upon twenty-four (24) hour notice to Lessee. Access/entry may be needed for emergencies. Lessor retains such right of entry, and Lessee holds Lessor harmless for such entry.
18. ADDRESSES FOR NOTICES. All rent and any notices shall be paid at or sent to the Lessor at the following address:

CITY OF LANDER
240 Lincoln Street
Lander, WY 82520

All notices to the Lessee shall be sent to:

Classic Air Care LLC
1010 N 500 E Suite 200
North Salt Lake UT 84054

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

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 8, Item A.

22. **BREACH – OTHER THAN NON-PAYMENT OF MONEY.** If either party shall breach the terms of this Lease by failing to perform, keep or observe any of the terms, covenants or conditions herein contained, except for the failure to pay amounts due hereunder, including but not limited to the lease payments called for above, the following terms shall apply:
- A. **Notice.** The non-breaching party may give notice to correct such condition or cure such default.
 - B. **Election to Terminate.** If such condition or default continues for thirty (30) days after delivery of such notice, the non-breaching party may sue to enforce the terms of this Lease or may give notice of its election to terminate this Lease. Twenty (20) days after such termination notice, this Lease shall cease and terminate.
 - C. **Non-Waiver.** Such election to terminate by the non-breaching party shall not be construed as a waiver of any claims it may have against the breaching party. If, however, such default is of such nature that it cannot be cured by the payment of money or cannot physically be corrected within thirty (30) days, and if the party in default shall promptly commence to remedy such default after receipt of such notice and shall continuously and diligently proceed in good faith to eliminate such default, the period for correction shall be extended for such length of time as is reasonably necessary to complete the same.
 - D. **Breach – Non-Payment of Money.** In the event of any default by Lessee in the payment of rent or other amount payable hereunder, the following terms shall apply:
 - (1) **Notice.** Any time ten (10) days after said payments are due, Lessor may give Lessee a thirty (30) day notice to pay all sums then due, owing and unpaid.
 - (2) **Termination.** If such payments are not made within thirty (30) days after said notice, this Lease and Lessee's rights hereunder shall, at the election of Lessor, forthwith terminate.
23. **DEFAULT AND TERMINATION.**
- A. If Lessee defaults in the performance of any terms of this Agreement and that default remains for a period of thirty (30) days after written notice of default to Lessee at Lessee's address above, Lessor may terminate this Agreement or declare the full amount of rent remaining to be paid hereunder due and, in the former event, may re-enter and repossess all of the premises, with process of law, and remove Lessee and require Lessee to remove the hangar and personal property from the premises. Lessor may also use any manner allowed by law to regain possession of the premises, including but not limited to forcible entry and detainer under the laws of the State of Wyoming, and Lessee shall be subject to eviction and removal with process of law. Lessor shall also be entitled to recover all costs, rental fees, attorney fees and expenses due Lessor by Lessee.
 - B. Upon termination of this Agreement, whether by expiration of the term or through termination, the Lessee shall within sixty (60) days from the date of notice remove all personal property from the premises. If Lessee does not remove such property within sixty (60) days after the termination or expiration of this Agreement, Lessor may sue Lessee in any manner allowed by law to evict Lessee and such property, including but not limited to forcible entry and detainer and eviction. Lessor shall have a lien on such property and may foreclose on the same pursuant to the laws of the State of Wyoming.

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 8, Item A.

- C. Neither party shall be held to be in breach of the Agreement because of any failure to perform any of its obligations hereunder if said failure is due to any cause for which it is not responsible and over which it has no control. However, this shall not apply to failure by Lessee to pay rental fees or other charges pursuant to this Agreement.
 - D. Upon termination or expiration of this Agreement, and provided a new lease is not negotiated pursuant to paragraph four, said Lessee agrees to surrender and deliver up possession of the premises to Lessor, and Lessee shall have the right to remove the hangar from the premises providing it leaves the premises in the same or better condition as when entered upon by Lessee; in the event Lessee does not remove the hangar within a period of one hundred eighty (180) days after the termination or expiration of this Agreement Lessor may sue Lessee in any manner allowed by law to evict Lessee and Lessee's hangar from the land including but not limited to forcible entry and detainer and eviction. "Same or better condition" means that the hangar foundation, floor or apron should be left in place if it is in suitable condition for use with a new hangar but should be removed from the premises if it is not.
 - E. This Agreement may also be terminated upon mutual written agreement by the parties.
 - F. The parties are entitled to all rights pursuant to the laws of the State of Wyoming regarding unlawful entry and detainer, the foreclosure of liens, and the power of eminent domain.
24. **LOSS OR DESTRUCTION.** In the event the premises covered by this Lease are wholly or partially destroyed or damaged so as to render the whole or a substantial part thereof unfit for occupancy, and the same cannot be repaired with reasonable diligence within one hundred twenty (120) days after the happening of such destruction or damage, then this Lease, at the option of the Lessor, shall cease and terminate as of the date of such destruction or damage. Upon such termination, Lessor shall repay the Lessee any rent theretofore paid by Lessee with respect to any period subsequent to the date of such termination, and thereon Lessee shall surrender possession of the premises to Lessor in an acceptable condition. If such destruction or damage can be repaired within one hundred twenty (120) days, Lessee shall forthwith repair the same with all reasonable diligence, and at Lessee's own expense, and the Lease shall continue in force and effect. If the hangar cannot be repaired within one hundred twenty (120) days, then the Lessee shall remove the remaining structure and improvements from the leased premises within sixty (60) days.
25. **ATTORNEY'S FEES.** In the event this Lease Agreement is placed in the hands of an attorney for collection of rental fees or any damages, or any portion thereof, due to becoming due hereunder, or to take possession of the premises, or to enforce compliance with the Lease Agreement, or for failure to observe any of the covenants of this Lease Agreement, or for Lessor's defense of any claim arising out of Lessee's omission or negligence, the Lessee agrees to pay the Lessor's reasonable attorney's fees, costs incurred by Lessor's attorney and Court costs.
26. **ADDITIONAL COVENANTS.**
- A. **COMPLIANCE WITH LAWS.** Lessee shall comply with all applicable municipal, state and federal ordinances, laws, rules and regulations as they are now in effect or hereinafter enacted.
 - B. **MODIFICATION.** No modification of the terms of this Agreement shall be effective unless such modification is in writing, signed and dated by the parties.

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

- C. NONWAIVER. Any waiver by Lessor of any breach of any covenant herein to be kept and performed by Lessee shall not be deemed a continuing waiver and shall not operate to prevent Lessor from declaring a forfeiture for any succeeding breach, either of the same or other covenant.
- D. NON-DISCRIMINATION.
- (1) Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended.
 - (2) In all use and operation of the premises, Lessee shall not discriminate or permit discrimination against any person or class of persons by reason of disability, age, sex, race, creed, color, national origin, ancestry, or religion in any manner prohibited by any federal or state laws, rules or regulations existing now, or any amendments thereto.
 - (3) Lessor reserves the right to take such action as the United States Government may direct to enforce nondiscrimination. Noncompliance with this subsection by Lessee shall constitute a material breach of this Agreement.
- E. REQUIREMENTS OF THE UNITED STATES.
- (1) The parties hereto acknowledge that this Agreement is subject and subordinate to the lawful demands, rules and regulations, minimum standards, of the Lessor, the State of Wyoming, FAA and one or more governmental agencies of the United States of America. Lessee shall comply with all lawful demands of the Lessor, FAA or the United States, including a lawful demand to deliver possession of all of the premises as promptly as possible.
 - (2) Lessor reserves the right to further develop or improve the airport and landing area of the airport as it deems fit, regardless of the desires or views of Lessee, and without interference. The parties hereto recognize that the Lessor is in the process of planning and may reconfigure the airport. Reconfiguration of the airport may require relocation of Lessee's hangar. The relocation of Lessee's hangar to a new location at the Lander Municipal Airport will follow FAA, WYDOT Aeronautics, and one or more governmental agencies of the United States of America guidelines and the current master plan for Hunt Field Airport. The relocation of the hangar will be the sole responsibility of the Lessee unless a governmental agency shall share on an equitable basis the relocation of Lessee's hangar. The Lessee agrees and shall move the hangar as required by the governmental agency as promptly as possible upon a request to move. Lessee further understands that this Lease Agreement is subordinate to provisions and requirements of any existing and future agreements between the Lessor, FAA and the United States or its agencies relative to the development, operation or maintenance of the airport property by Lessor. Lessor agrees to provide prompt written notice to Lessee when any such requirements may reasonably be expected to affect Lessee or the provisions of this Lease Agreement. The Lessee shall have priority for the relocation of Lessee's hangar according to the above guidelines. This Lease shall be amended if any term of this Lease is required to comply with the above guidelines.

LANDER MUNICIPAL AIRPORT
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- (3) Lessee shall comply with the notification and review requirements covered in part 77 of the Federal Aviation Regulations for the premises, and on any alterations of the structure.
- (4) Lessee shall observe faithfully all policy, guidelines - regulations affecting use of the airport, whether established by the Lessor, by the State of Wyoming, FAA or the United States, or agencies thereof, including, but not limited to rules affecting the operation of motor vehicles upon, to and from the airport, provided that such rules apply to all users of the airport and shall not be made specific to Lessee alone.
- F. CORPORATIONS. If this Lease Agreement is entered into by a corporation, the signing officers warrant and represent that they have the authority to bind the corporation to this Lease and agree to provide Lessor with a certified copy of the resolution allowing the same.
- G. RETENTION OF GOVERNMENTAL IMMUNITY. By entering into this Lease Agreement, Lessor does not waive its Governmental Immunity, as provided by any applicable law, including W.S. 1-39-101 et seq, and retains all immunities and defenses provided by law with regard to any actions, whether in tort, contract or any other theory of law. This Lease Agreement is for the sole benefit of the parties and is not intended to be for the benefit of any other third party or entity.
- H. WYOMING LAW. This Agreement shall be construed in accordance with the laws of the State of Wyoming.
- I. SEVERABILITY. If a provision of this Agreement shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.
- J. NO THIRD-PARTY BENEFICIARY INTENDED. This Agreement is for the benefit of the parties hereto and is not intended for the benefit of any third party.
- K. HEADINGS. The headings used in this Agreement are intended for convenience of reference only and do not define or limit the scope or meaning of any provision of this Agreement.
- L. ENTIRE AGREEMENT. This nine-page document constitutes the entire agreement of the parties and supersedes all prior agreements between the parties covering the subject matter hereof.

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

SIGNATURES ON FOLLOWING PAGE

LANDER MUNICIPAL AIRPORT
HANGAR SPACE LAND LEASE AGREEMENT

Section 8, Item A.

LESSOR:

LESSEE(S):

THE CITY OF LANDER

CLASSIC AIR CARE, LLC

BY: _____
Mayor: Missy White

Classic Air Signature

ATTEST:

City Clerk: Rachelle Fontaine

Classic Air Printed Name

STATE OF WYOMING)
) ss.
COUNTY OF FREMONT)

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

Witness my hand and official seal.
(SEAL)

Notary Public

My commission expires: _____

STATE OF WYOMING)
) ss.
COUNTY OF FREMONT)

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

Witness my hand and official seal.
(SEAL)

Notary Public

My commission expires: _____

Section 8, Item A.

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT

This Agreement is by and between **City of Lander, Wyoming** ("Owner") and **Century Companies, Inc.** ("Contractor").

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

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

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

1. **Bid Schedule 1** – General Apron Reconstruction (AIP Eligible)
2. **Bid Schedule 2** – General Apron Reconstruction (State/Local)
3. **Bid Schedule 3** – General Apron Reconstruction (Local Only)
4. **Bid Schedule 4** – New Airport Beacon (AIP Eligible)

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

**Apron Reconstruction & Replace Beacon
Hunt Field
City of Lander, Wyoming
FAA/AIP Project No. 3-56-0016-026/027-2026
State Project No. ALN008/ALN019**

ARTICLE 2—ENGINEER

2.01 The Owner has retained Ardurra Group, Inc. ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

2.02 The part of the Project that pertains to the Work has been designed by Ardurra Group, Inc.

ARTICLE 3—CONTRACT TIMES

3.01 *Time is of the Essence*

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

3.02 *Contract Times: Days*

- A. The work will be substantially completed and ready for final payment in accordance with Section 90-09 for the General Provisions and the Construction Contract in accordance with the following:

Bid Schedule	Substantial Completion	Liquidated Damages (per Calendar Day)
Bid Schedule 1 + Bid Schedules 2, 3, 4 if awarded.	50 Working Days	\$2,500

3.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 3.01 above and that Owner will suffer financial and other losses if the Work is not completed or not achieved within the Contract Times specified in Bid Proposal, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. Liquidated Damages: Contractor shall pay Owner amount(s) specified in 3.02 for each day that expires after the time specified in Paragraph 3.02 for Final Completion of each phase until each phase of the Work is complete.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

3.04 *Special Damages*

- A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the **actual costs** reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in the Bid Proposal for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in the Bid Proposal for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.
- C. The estimated daily engineering, construction observation, inspection and administrative services indicated in section A(2) and B above have been estimated on the following basis, however, this basis is provided as an estimate only, and actual damages charged will be based on actual services rendered. It is estimated that daily special damages for engineering, construction observation, inspection and administrative services amount to \$2,500.00 per day as indicated below.

\$2,100.00 – Construction Observation per day (based on 1 RPR for 12 hours + lodging and per diem)

\$400.00 – Office Assistance per day (based on Engineer for 2 hours)

ARTICLE 4—CONTRACT PRICE

- 4.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:
- A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.
 - B. Determinations of actual quantities and classifications are to be made by Engineer as provided in the General and/or Special Provisions.

ARTICLE 5—PAYMENT PROCEDURES

5.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with the General and Special Provisions. Applications for Payment will be processed by Engineer as provided in the General and Special Provisions.

5.02 Progress Payments; Retainage

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the **26th** day of each month during performance of the Work as provided in Paragraph 5.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
 - a. **95%** percent of the value of the Work completed (with the balance being retainage).
 - b. **95%** percent of cost of materials and equipment not incorporated in the Work, but delivered, suitably stored and accompanied by documentation satisfactory to the owner and in conformance with the methods identified in the General Provisions (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to **95%** percent of the Work completed, less such amounts as Engineer shall determine or Owner may withhold, in accordance with the Contract Documents.

5.03 Final Payment

- A. Upon final completion and acceptance of the Work in accordance with the Contract Documents, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in the Contract Documents.

- B. Payment of the final estimate under this contract, including the percentage of partial estimates retained, as herein provided, shall not be due or payable until the Notice of Completion and acceptance of the work under this contract shall have been given by publication and posting for the time and in the manner required by the laws of the Federal Aviation Administration, and/or the State where the work is done.

5.05 *Interest*

- A. Not Used.

ARTICLE 6—CONTRACT DOCUMENTS

6.01 *Contents*

- A. The Contract Documents consist of all of the following, as listed in the Table of Contents of the Project Manual.
 - 1. This Agreement (pages 1 to 14, inclusive),
 - 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 - 3. Contractor's Bid Proposal.
 - 4. Contractor's Bid Bond.

The following Contract Documents, as listed in the Table of Contents of the Project Manual, are incorporated by reference:

- 5. Information for Bidders
- 6. Required Contract Provisions for Federal Projects
- 7. Federal Wage Rates
- 8. FAA General Provisions
- 9. General and Supplementary Provisions
- 10. Special Provisions
- 11. Construction Safety Phasing Plan
- 12. Construction Articles
- 13. Plan Sheets C-100 thru C-701 and E-001 thru E-502
- 14. Addenda Numbers 1 to 1
- 15. Exhibits to this Agreement (enumerated as follows):
 - a. **Documentation submitted by the Contractor prior to Notice of Award (if any)**
- 16. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Written Amendment

- c. Work Change Directives
 - d. Change Order(s)/Supplemental Agreement(s)
 - e. Field Order(s)
 - f. Certificate of Substantial Completion
- B. The Contract Documents listed in Paragraph 6.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 6.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 7—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

7.01 Contractor's Representations

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings. Contractor acknowledges that such reports and drawings are not Contract Documents and may not be complete for Contractor's purposes. Contractor acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous with the site.
 6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and

procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

7.02 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 7.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 8—MISCELLANEOUS**8.01 Terms**

- A. Terms used in this Agreement will have the meanings stated in the General and/or Special Provisions.

8.02 Assignment of Contract

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and 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 the Contract Documents.

8.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

8.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents 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.

8.05 Other Provisions

- A. REQUIRED CONTRACT PROVISIONS FOR AIRPORT IMPROVEMENT PROGRAM AND FOR OBLIGATED SPONSORS

The CONTRACTOR acknowledges that the Federal Provisions included in the contract documents are incorporated in this contract which is funded under the FAA Airport Improvement Program (AIP). The CONTRACTOR (including all subcontractors) shall insert the Federal Provisions in each contract and subcontract and further require that the provisions be included in all lower tier subcontracts. The CONTRACTOR (or subcontractor) shall incorporate applicable requirements of the Federal Provisions by reference for work done under any purchase orders, rental agreements and other agreements for supplies or services. The CONTRACTOR shall be responsible for compliance with the Federal Provisions by any subcontractor, lower-tier subcontractor or service provider.

- B. NONDISCRIMINATION IN AIRPORT AID PROGRAM

The CONTRACTOR assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to ensure that no person shall on the grounds of race, creed,

color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The CONTRACTOR assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart.

The CONTRACTOR assures that it will require that its covered suborganizations provide assurances to the CONTRACTOR that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT REQUIREMENTS 29 CFR PART 5

1. Overtime Requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph (1) above, the contractor and subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

3. Withholding for Unpaid Wages and Liquidated Damages: The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

4. Subcontractors: The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section

D. PAYMENTS TO THE CONTRACTOR

Monthly payments based upon approximate estimates of the amount of the value to the Owner of expenses incurred during the preceding month, as computed by the Engineer and approved by the Owner, shall be made to the Contractor during the progress of the work, provided that five percent (5%) of the amount of the estimated value of the work done shall be retained until the work is fully completed and accepted by the Owner and this contract in all respects fully performed by said Contractor. Partial release of retainage shall only be done in accordance with the terms of the FAA General Provisions.

The making of said monthly payments by the Owner, shall not be construed as acceptance of any part of the work done or materials furnished under this contract but simply as payment on account. Within a reasonable time after the acceptance of the work according to the contract, the Owner shall certify a final estimate based upon the quantities measured by the Engineer and computed according to the unit prices hereto attached, showing the total work done or required and the amount due the Contractor therefore. After deducting therefrom all previous payments and any other amounts to be kept and retained under the provisions of this contract, or as required by law, payment in full shall be made to the Contractor; provided that before such final payment is made the Owner may require the Contractor to show to its satisfaction that all just debts due to all laborers, mechanics, materialmen and other persons who have supplied said Contractor, or any subcontractor working under this contract, with materials or goods of any kind for this work, including labor, materials feed and fuel bills, board and grocery bills, have been paid. All prior, partial estimates and payment shall be subject to correction in the final estimate and payment.

E. Civil Rights – General

SOURCE: 49 USC § 47123

The contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractor and subtier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

F. Civil Rights – Title VI Assurances

SOURCE: 49 USC § 47123 and FAA Order 1400.11

City of Lander, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Compliance with Nondiscrimination Requirements

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

- a. Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- b. Non-discrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- c. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
- d. Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- e. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - 1) Withholding payments to the contractor under the contract until the contractor complies; and/or
 - 2) Cancelling, terminating, or suspending a contract, in whole or in part.
- f. Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is

threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination

because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

G. INSERTION OF CLAUSES IN SUBCONTRACTS

The CONTRACTOR agrees to insert the foregoing subparagraphs A through D above in all subcontracts, as this is a condition of the CONTRACTOR's and Owner's Contract.

- H. Work shall not commence until Pre-Construction Conference has been held at a mutually agreed to time and place.
- I. The Contractor shall not commence work on the project until receipt of the Notice to Proceed. Contract time shall commence on the effective date of the Notice to Proceed.
- J. No work shall be authorized prior to the execution of the FAA Grant Offer and approval by the FAA of the accepted offer.

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

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

Owner:
City of Lander, Wyoming
(typed or printed name of organization)
By: *(individual's signature)*
Date: *(date signed)*
Name: *(typed or printed)*
Title: *(typed or printed)*
Attest: *(individual's signature)*
Title: *(typed or printed)*
Address for giving notices:

Designated Representative:
Name: *(typed or printed)*
Title: *(typed or printed)*
Address:

Phone:
Email:

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

Contractor:
Century Companies, Inc.
(typed or printed name of organization)
By: *(individual's signature)*
Date: *(date signed)*
Name: *(typed or printed)*
Title: *(typed or printed)*
(If [Type of Entity] is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)
Attest: *(individual's signature)*
Title: *(typed or printed)*
Address for giving notices:

Designated Representative:
Name: *(typed or printed)*
Title: *(typed or printed)*
Address:

Phone:
Email:

License No.: *(where applicable)*

State:

CORPORATE ACKNOWLEDGMENT

(To be filled in when Contract Agreement is executed on behalf of a Corporation)

STATE OF _____)
) ss
County of _____)

On this _____ day of _____, 2026, before me appeared

_____ to me personally

known, who, being by me duly sworn, did say that he is

_____ of _____
(Title) (Company)

and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

WITNESS MY HAND AND NOTARIAL SEAL the day and year in this certificate first above written.

Notary Public

My Commission Expires: _____

RESOLUTION NO. 1395

A RESOLUTION AUTHORIZING SUBMISSION OF GRANT APPLICATION TO THE
FREMONT COUNTY RECREATION BOARD FOR THE PURPOSE OF INCREASING THE
FUNCTIONALITY AND SAFETY OF THE NORTH PARK BALL FIELD ON BEHALF OF THE
GOVERNING BODY OF THE CITY OF LANDER

WHEREAS, the Governing Body of the City of Lander desires to increase the functionality and safety of the North Park Ball Field; and

WHEREAS, the Governing Body of the City of Lander recognizes the need to replace the backstop mesh at the North Park Ball Field to increase player and spectator safety, improve the dugouts to accommodate team use better, and enhance the overall functionality of the facility, and believes this project will address those needs; and

WHEREAS, the Fremont County Recreation Board has recreation grant funds available for this type of project.

WHEREAS, the Governing Body of the City of Lander will provide the required 50% match for a \$5,000.00 grant from the Fremont County Recreation Board Grant with a \$2,500.00 cash match from the general fund.

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

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF LANDER, that a grant application in an amount of \$5,000.00 be submitted to the Fremont County Recreation Board for consideration of assistance in funding the replacement of the backstop mesh and improvements to the dugouts at the North Park Ball Field to increase the functionality and safety of the facility.

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

PASSED, APPROVED, AND ADOPTED this _____ day of _____, 2026.

THE CITY OF LANDER
A Municipal Corporation

By: _____
Missy White, Mayor

ATTEST:

Rachelle Fountaine, City Clerk

CERTIFICATE

I, Rachelle Fountaine, hereby certify that the foregoing Resolution was adopted by the City Council of the City of Lander at a regular meeting held on the 11th day of August, 2026, and that the meeting was held according to law; and that the said Resolution has been duly entered in the minute book of the City of Lander.

Rachelle Fountaine, City Clerk